

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

TUESDAY, FEBRUARY 21, 2012

7:00 p.m.

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

ADDED:

Mayoral Proclamation: Presented to Alfredo Serrano for his Act of Heroism.

City Council Citation: In Recognition of Alfredo Serrano for his Act of Heroism.

ITEMS FOR IMMEDIATE CONSIDERATION:

- 03-11 (S)** Communication from Central Grants and Community Development re: Amendment to Resolution #03-11 re: 2012-2014 Bridgeport Citizens' Union Committee slate as nominated by members on January 3, 2012, to appoint Ephraim Ramos to fill vacant position in the 135th District, **FOR IMMEDIATE CONSIDERATION.**

AGENDA

CITY COUNCIL MEETING

TUESDAY, FEBRUARY 21, 2012

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 17, 2012

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 53-11** Communication from Central Grants and Community Development re: Consolidated Plan 2008-2013 PY 38 Annual Action Plan: Community Development Block Grant Program (CDGB), Homeless Emergency Solutions Grant Program (HESG), HOME Investment Partnership Program, Housing Opportunities for Persons with AIDS Program (HOPWA), referred to Economic and Community Development and Environment Committee.
- 54-11** Communication from Central Grants and Community Development re: Grant Submission: State of Connecticut DECD, Regional Brownfield Development Grant to be used for the Development of a Brownfield Geographic Information System (GIS), referred to Economic and Community Development and Environment Committee.
- 55-11** Communication from Central Grants and Community Development re: Grant Submission: State of Connecticut DECD, Regional Brownfield Development Grant to be used for Environmental Remediation and Site Work at 148 and 220 Waterview Avenue, referred to Economic and Community Development and Environment Committee.
- 56-11** Communication from Central Grants and Community Development re: Grant Submission: 2011 Federal Emergency Management Agency Assistance to Firefighters Grant Program, referred to Public Safety and Transportation Committee.
- 57-11** Communication from Central Grants and Community Development re: Grant Submission: 2012 United States Conference of Mayors' Dollar Wi\$e Innovation Grant Program, referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 58-11** Communication from Central Grants and Community Development re: Grant Submission: United States Soccer Foundation for the 2012 Soccer Foundation Annual Sports Lighting Grant Program, referred to Economic and Community Development and Environment Committee.
- 59-11** Communication from Central Grants and Community Development re: Grant Submission: State Department of Social Services for Social Services Block Grant Extension for a six month period of April 2012 – September 2012, referred to Economic and Community Development and Environment Committee.
- 60-11** Communication from Public Facilities re: Proposed Amendment to the Discovery Museum Lease Agreement, referred to Contracts Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *45-11** Contracts Committee Report re: Lease Agreement with United States of America, Federal Aviation Administration re: Lease No. DTFAEN-11-L-00095.
- *47-11** Budget & Appropriations Committee Report re: Approval of General Obligation Bonds – To Refund Certain General Obligation Bonds.
- *48-11** Budget & Appropriations Committee Report re: Approval of Tax Anticipation Notes to Pay Current Expenses and Obligations of the City (\$110,000,000).
- *50-11** Budget & Appropriations Committee Report re: Budget Modification for FY 2011-2012 Civil Service Budget From: Advertising Budget Line 01070000-53705 (\$25,000) To: Management Services Line 01070000-56165 (\$25,000).

MATTERS TO BE ACTED UPON:

- 38-11** Contracts Committee Report re: Lease and Option to Purchase Agreement for 485 Howard Avenue to be used by the Police Department.

**CITY of BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
TUESDAY, FEBRUARY 21, 2012
6:30 PM**

ATTENDANCE: Council members: Brannelly, M. McCarthy, Taylor-Moye, Olson, Brantley, T. McCarthy, Austin, Lyons, Vizzo-Paniccia, Blunt, dePara, Silva, Ayala, Martinez, Curwen, Baker, Holloway

ABSENT: Council members: Bonney, Colon, Paoletto

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

ROLL CALL: the city clerk took the roll call and she announced there was a quorum.

Council President McCarthy announced that there weren't any speakers that signed up to speak.

The public hearing session closed at 6:48 pm.

RECEIVED
CITY CLERK'S OFFICE
2012 FEB 28 P 2:13
ATTEST

CITY OF BRIDGEPORT

CITY COUNCIL MEETING

TUESDAY, FEBRUARY 21, 2012

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

ATTENDANCE: Council members: Brannelly, M. McCarthy, Taylor-Moye, Olson, Brantley, T. McCarthy, Austin, Lyons, Vizzo-Paniccia, Blunt, dePara, Silva, Ayala, Martinez, Curwen, Baker, Holloway

ABSENT: Council members: Bonney, Colon, Paoletto

Mayor Finch called the public speaking session to order at 7:10 pm.

- Prayer - Council member Olson offered the prayer.
- Pledge of Allegiance - Council member Brannelly led the pledge of allegiance.
- Roll call - the city clerk took the roll call and she announced there was a quorum.

Moment of Silence - Council President McCarthy requested a moment of silence for Council member Bonney's sister that passed away.

Council President McCarthy made the following announcements for the council members that weren't present:

Council member Paoletto had a last minute emergency
Council member Colon had a last minute commitment
Council member Bonney was out of town in Youngstown, Ohio to attend his sister's funeral.

Council member Brantley asked for a moment of silence for Whitney Houston who recently passed away. She expressed that Ms. Houston added a lot of splendor with her singing.

ADDED: Addendum Items

City Council Citation: In Recognition of Alfredo Serrano for his Act of Heroism.

Council President McCarthy stated that many times in this city, the press only focuses on the bad things that go on. He recalled that Mr. Serrano witnessed a 78 year old woman being stabbed and no one stepped up to help her. He stopped the attack by covering her body and he took the wounds to his own body, which resulted in him saving her life – *the audience and entire city council gave Mr. Serrano a standing ovation to acknowledge his courage.*

Mayoral Proclamation: Presented to Alfredo Serrano for his Act of Heroism.

Mayor Finch expressed that he has seen Mr. Serrano around in the neighborhood and he was very proud of him – *he read the proclamation to honor Mr. Serrano's act of heroism.*

Mr. Serrano thanked the Mayor and the city council for the citation. He expressed that it wasn't fair for a 78 year old woman to be stabbed. He said he didn't do what he did for the recognition, but he did it because he thought it was the right thing to do!

Council President McCarthy made a request to hold a brief caucus.

**** COUNCIL PRESIDENT McCARTHY MOVED TO HOLD A CAUCUS**

**** COUNCIL MEMBER AUSTIN SECONDED**

**** MOTION PASSED UNANIMOUSLY**

The city council members left council chambers for the purpose of holding a caucus at 7:15 pm.

The caucus ended at 7:50 pm.

Mayor Finch reconvened the meeting at 7:55 pm.

ITEMS FOR IMMEDIATE CONSIDERATION:

03-11 (S) Communication from Central Grants and Community Development re: Amendment to Resolution #03-11 re: 2012-2014 Bridgeport Citizens' Union Committee slate as nominated by members on January 3, 2012, to appoint Efrain Ramos to fill vacant position in the 135th District, **FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER CURWEN MOVED TO APPROVE**

**** COUNCIL MEMBER AUSTIN SECONDED**

**** MOTION PASSED UNANIMOUSLY**

MINUTES FOR APPROVAL:

Approval of City Council Minutes: January 17, 2012

**** COUNCIL MEMBER BRANTLEY MOVED TO ACCEPT THE MINUTES**

**** COUNCIL MEMBER HOLLOWAY SECONDED**

**** MOTION PASSED UNANIMOUSLY**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

53-11 Communication from Central Grants and Community Development re: Consolidated Plan 2008-2013 PY 38 Annual Action Plan: Community Development Block Grant Program (CDGB), Homeless Emergency Solutions Grant Program (HESG), HOME Investment Partnership Program, Housing Opportunities for Persons with AIDS Program (HOPWA), referred to Economic and Community Development and Environment Committee.

54-11 Communication from Central Grants and Community Development re: Grant Submission: State of Connecticut DECD, Regional Brownfield Development Grant to be used for the Development of a Brownfield Geographic Information System (GIS), referred to Economic and Community Development and Environment Committee.

55-11 Communication from Central Grants and Community Development re: Grant Submission: State of Connecticut DECD, Regional Brownfield Development Grant to be used for Environmental Remediation and Site Work at 148 and 220 Waterview Avenue, referred to Economic and Community Development and Environment Committee.

- 56-11** Communication from Central Grants and Community Development re: Grant Submission: 2011 Federal Emergency Management Agency Assistance to Firefighters Grant Program, referred to Public Safety and Transportation Committee.
- 57-11** Communication from Central Grants and Community Development re: Grant Submission: 2012 United States Conference of Mayors' Dollar Wi\$e Innovation Grant Program, referred to Economic and Community Development and Environment Committee.
- 58-11** Communication from Central Grants and Community Development re: Grant Submission: United States Soccer Foundation for the 2012 Soccer Foundation Annual Sports Lighting Grant Program, referred to Economic and Community Development and Environment Committee.
- 59-11** Communication from Central Grants and Community Development re: Grant Submission: State Department of Social Services for Social Services Block Grant Extension for a six month period of April 2012 – September 2012, referred to Economic and Community Development and Environment Committee.
- 60-11** Communication from Public Facilities re: Proposed Amendment to the Discovery Museum Lease Agreement, referred to Contracts Committee.

**** COUNCIL MEMBER HOLLOWAY MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**

**** COUNCIL MEMBER dePARA SECONDED**

**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

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

There were none heard.

The city clerk read the consent calendar items into the record:

- *45-11** Contracts Committee Report re: Lease Agreement with United States of America, Federal Aviation Administration re: Lease No. DTFAEN-11-L-00095.
- *47-11** Budget & Appropriations Committee Report re: Approval of General Obligation Bonds – To Refund Certain General Obligation Bonds.
- *48-11** Budget & Appropriations Committee Report re: Approval of Tax Anticipation Notes to Pay Current Expenses and Obligations of the City (\$110,000,000).
- *50-11** Budget & Appropriations Committee Report re: Budget Modification for FY 2011-2012 Civil Service Budget From: Advertising Budget Line 01070000-53705 (\$25,000) To: Management Services Line 01070000-56165 (\$25,000).

**** COUNCIL MEMBER HOLLOWAY MOVED TO APPROVE**

**** COUNCIL MEMBER dePARA SECONDED**

**** MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON:

- 38-11** Contracts Committee Report re: Lease and Option to Purchase Agreement for 485 Howard Avenue to be used by the Police Department.

**** COUNCIL MEMBER T. McCARTHY MOVED TO TABLE TO THE FULL CITY COUNCIL**

Council member T. McCarthy withdrew the motion to allow Council member Holloway a personal privilege.

Council member Holloway recalled that years ago, he met Sadie Jones and her husband. Mr. & Mrs. Jones had two jobs for twenty plus years and they had a small house located on the east end. Unfortunately, Mr. Jones lost his part time and full time jobs due to the economy and the taxes on their house started rising. Eventually, Mr. Jones passed away and his wife was left with the household bills. One of the bills was for \$800.00 from WPCA and she was told by her neighbors that they also received a high tax bill. Mrs. Jones contacted WPCA and she was told that the bill consisted of the water that is flushed into

the sewer system. She made a choice not to pay the WPCA bill to pay her property taxes instead; but the taxes got too high and her house was foreclosed on. He clarified that his point was that if Mrs. Jones was unable to pay her taxes and her home was foreclosed on, then the rule should apply to everyone. He emphasized that whoever is in charge of the WPCA assesses the tax liens and then homes are subsequently foreclosed on. He questioned why the city should pay \$156k for a building that is worth \$750k. He said that was the reason he was looking to table the item.

Council member Brannelly stated that she understood that many people are facing difficulties paying their taxes and that there are foreclosures all over the country. However, she relayed that the police department employees deserve a decent place to work. She explained that the property in question scored the highest during the RFP process and the current owner of the property owes back taxes. She further clarified that the deal is that there won't be any deal until all the taxes are paid. She said she was looking to move forward with the property agreement. She said the agreement pertains to a lease with an option to purchase and the language will be tweaked before the agreement is in place. She stressed that no one is receiving a tax break.

**** COUNCIL MEMBER T. McCARTHY MOVED TO TABLE
** COUNCIL MEMBER HOLLOWAY SECONDED
** MOTION PASSED UNANIMOUSLY**

New business:

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO SUSPEND THE RULES FOR
THE PURPOSE OF REFERRING AN ITEM TO COMMITTEE
** COUNCIL MEMBER AUSTIN SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER VIZZO-PANICCIA MOVED TO REFER RE: PROPOSED
SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF JERILYN
SEDELNIK V. COB TO THE MISCELLANEOUS MATTERS COMMITTEE
** COUNCIL MEMBER HOLLOWAY SECONDED (#61-11 OFF THE FLOOR)
** MOTION PASSED UNANIMOUSLY**

ADJOURNMENT

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

The meeting adjourned at 8:05 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services

03-11 (S)

COMMUNICATION

Referrals:

FROM: Kelly McDermott, Senior Manager
Central Grants & Community Development

RE: Amendment to Resolution #03-11 re: 2012-2014 Bridgeport
Citizens' Union Committee slate as nominated by members on
January 3, 2012 to appoint Ephraim Ramos to fill the vacant position
In the 135th District. Efrain

REFERRED TO: IMMEDIATE CONSIDERATION

CITY COUNCIL: February 21, 2012

ADOPTED: _____

ATTEST:

Fleeta B. Stucklin

APPROVED: _____

Mayor



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

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 576-8144
Fax (203) 332-5657

ANDREW J. NUNN
CAO

BILL FINCH
Mayor

**COMM.#03-11 (S) Referred for IMMEDIATE CONSIDERATION
on 02/21/2012**

KELLY McDERMOTT
Senior Manager

INTEROFFICE MEMORANDUM

TO: FLEETA HUDSON, CITY CLERK
FROM: KELLY MCDERMOTT, CGCD *KW*
SUBJECT: 2012-2014 CITIZENS UNION NOMINATIONS
DATE: 2/16/2012
CC: ALANNA C KABEL

Per the request of City Council President Tom McCarthy, CGCD is respectfully submitting a request to amend resolution #03-11 regarding amending 2012-2014 Citizens Union at the February 21, 2012 Council Meeting.

Richard Bonney of the 135th district has requested to fill the vacant position held by his district on the 2012-2014 Citizen Union. This item has been approved for immediate consideration.

If you have any questions, please do not hesitate to contact me at 576-7755.

RECEIVED
CITY CLERK'S OFFICE
2012 FEB 16 P 1:44

2012 – 2014 Citizen's Union

AMMENDMENT 2/21/2012

District/Council Member	Nomination
130 th – Susan T. Brannelly	Tim O'Connor 511 Lake Avenue Bridgeport, CT Tele: 203-733-0506 203-664-1008 E-mail:
130 th – Martin C. McCarthy	Patricia Erin Lichtenstein 27 Hubbell Street Bridgeport, CT Tele: 203-615-8992 E-mail:
131 st –Leticia Colon	Jack Banta 20 Cole Street Bridgeport, CT 06604 Tele: 203-829-7721 E-mail: jbanta@yahoo.com
131 st – Denese Taylor-Moye	Tamara Morales 458 Park Avenue Bridgeport, CT 06604 Tele: 203-685-9593 E-mail:
132 nd – John W. Olson	Rowena Littlejohn 91 Laurel Place Bridgeport, CT 06604 Tel: 203-331-9653 E-mail:
132 nd – M. Evette Brantley	Bernice Smith 1084 Iranistan Avenue Bridgeport Ct 06604 H: 203-334-6794 C: 203-526-6841 E-mail: Circle@optonline.net
133 rd – Howard Austin, Sr.	Gotrell McLellan 425 Savoy Street Bridgeport, CT 06606 H: 203-371-7202 C: 203-260-0209 E-mail: gotrell_mc_ellan@sbcglobal.net

133 rd – Thomas C. McCarthy	Jeanette Herron Board of Education 2649 Main Street Bridgeport, CT 06606 H: 203-345-4307 C:203-209-2788 E-mail: Jinone@aol.com
134 th – Michelle A Lyons	Gladys Walker-Jones Board of Education 44 Oxford Street Bridgeport, CT 06606 Tel: 576-7303 E-mail: gjones@bridgeportedu.net
134 th AmyMarie Vizzo-Paniccia	Charles (Chuck) J. Hebert, Jr. 254 Thorne Street Bridgeport, CT 06606 Tel: 203-750-2111 (W) 203-371-6764 (H) E-mail: Chuckhebert10@gmail.com
135 th – Richard Bonney	Ephraim Ramos
135 th – Warren Blunt	Rick Cruz 117 Chamberlain Place Bridgeport, CT 06606 H: 203-371-6493 C: 203-526-2807 rick_cruz@sbcglobal.net
136 th – Carlos Silva	Jack McGinnis 123 Palm Street Bridgeport, CT 06610 203-335-4345 H 203-365-8522 W E-mail:
136 th – Angel M. DePara, Jr.	Joyce Purnell 132 Oakview Circle, APT 201 Bridgeport, CT 06604 203-395-9869 Jpurnell9@earthlink.net
137 th – Lydia N. Martinez	Dimas Couto 117 Maple Street Bridgeport, CT 06608 Tel: 203-727-2738 E-mail:
137 th – Manuel Ayala	Paul T. Barnum

	<p>179 Maple Street Bridgeport, CT 06608 203-366-1226</p> <p>Paul.Barnum@yahoo.com</p>
138 th – Robert P. Curwen, Sr.	<p>Anna Gonzalez 525 Palisades Avenue Apt 910 Bridgeport, CT 06610 203-345-9755</p>
138 th – Richard M. Paoletto, Jr.	<p>Amy Powell 146 Court D, Building 65 Success Village Bridgeport CT 06610 203-612-6079 203-384-3420</p> <p>amypowell34@yahoo.com</p>
139 th – James Holloway	<p>Vacant</p>
139 th – Andre F. Baker, Jr.	<p>Enieda Martinez 33 Edwin Street Bridgeport, CT 06607</p> <p>Tele: 203-650-2249</p>

Updated 2/2/12 JK



City of Bridgeport, Connecticut
OFFICE OF THE CITY CLERK
LEGISLATIVE DEPARTMENT

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

FLEETA C. HUDSON
City Clerk

FRANCES WILSON
Assistant City Clerk

RECEIVED
COMMUNITY DEV. ACCT.
12 JAN 20 AM 10:25

January 19, 2012

Ms. Kelly McDermott, Senior Manager
Central Grants & Community Development
City of Bridgeport, Connecticut

Dear Ms. McDermott:

The City Council of the City of Bridgeport on January 3, 2012 adopted the following resolution #03-11

CITIZEN UNION RESOLUTION

WHEREAS, the Bridgeport City Ordinance establishes a Bridgeport Citizen's Union;
and

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

WHEREAS, a total of twenty seven members will sit on the Citizen's Union; and

WHEREAS, one representative will be appointed by each of the twenty Bridgeport City Council members for a total of twenty members; and

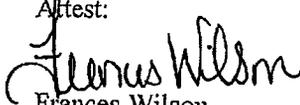
WHEREAS, one representative will represent each of the seven CDBG targeted neighborhood/impacted areas and vacancies of these seven members will be filled by the Citizens' Union; and

WHEREAS, the proposed slate of new members is subject to City Council approval; Now, therefore be it

RESOLVED, that the Bridgeport City Council hereby approves the attached 2012-2014 Bridgeport Citizens' Union Committee slate as nominated by members of the City Council.

Amendment from floor on January 3, 2012: That the 2012-2014 Citizen's Union membership list is amended to appoint Charles (Chuck) J. Hebert, Jr. of 254 Thorne Street, Bpt., CT 06606, (203) 750-2111 (Work), (203) 371-6764 (Home), Email: chuckhebert10@gmail.com to represent the 134th District.

Kelly McDermott
January 19, 2012
Re: City Council Action #03-11
Page 2 of 2

Attest:

Frances Wilson
Assistant City Clerk

FW:aw

Cc: A. Nunn, CAO
A. Wood, Chief of Staff

Attachment: 2012-2014 Citizen's Union Committee (3 pages)

2012 – 2014 Citizen's Union

PROPOSED SLATE

03-11

District/Council Member	Nomination
130 th – Susan T. Brannelly	Tim O'Connor 511 Lake Avenue Bridgeport, CT Tele: need E-mail: need
130 th – Martin C. McCarthy	Patricia Erin Lichtenstein 27 Hubbell Street Bridgeport, CT Tele: 203-615-8992 E-mail: need
131 st – Leticia Colon	Jack Banta 20 Cole Street Bridgeport, CT 06604 Tele: 203-829-7721 E-mail: jbanta@yahoo.com
131 st – Denese Taylor-Moye	Tamara Morales Park Avenue – need full address Bridgeport, CT Tele: 203-684-9593 (not valid) E-mail: need
132 nd – John W. Olson	Rowena Littlejohn 91 Laurel Place Bridgeport, CT 06604 Tel: 203-331-9653 E-mail:
132 nd – M. Evette Brantley	Bernice Smith 1084 Iranistan Avenue Bridgeport Ct 06604 H: 203-334-6794 C: 203-526-6841 E-mail: Circle@optonline.net
133 rd – Howard Austin, Sr.	Gotrell McLellan 425 Savoy Street Bridgeport, CT 06606 H: 203-371-7202 C: 203-260-0209 E-mail:

ATTEST
CITY CLERK

2011 DEC 28 A 9:11

RECEIVED
CITY CLERK'S OFFICE

133 rd – Thomas C. McCarthy	Jeanette Herron Board of Education 2649 Main Street Bridgeport, CT 06606 H: 203-345-4307 C:203-209-2788 E-mail: Jinone@aol.com
134 th – Michelle A Lyons	Gladys Walker-Jones Board of Education 44 Oxford Street Bridgeport, CT 06606 Tel: 576-7303 E-mail: gjones@bridgeportedu.net
134 th AmyMarie Vizzo-Paniccia ** **Amendment from floor on January 3, 2012	Charles J. Hebert, Jr. 254 Thorne Street Bridgeport, CT 06606 H: 203-371-6764 W: 203-750-2111 E-mail: chuckhebert@gmail.com
135 th – Richard Bonney	
135 th – Warren Blunt	Rick Cruz 117 Chamberlain Place Bridgeport, CT 06606 H: 203-371-6493 C: 203-526-2807 rick_cruz@sbcglobal.net
136 th – Carlos Silva	Jack McGinnis 123 Palm Street Bridgeport, CT 06610 203-335-4345 H 203-365-8522 W E-mail: Need
136 th – Angel M. DePara, Jr.	Joyce Purnell 132 Oakview Circle, APT 201 Bridgeport, CT 06604 203-395-9869 Jpurnell9@earthlink.net
137 th – Lydia N. Martinez	Dimas Couto 117 Maple Street Bridgeport, CT 06608 Tel: 203-727-2738 E-mail: Need

RECEIVED
 CITY CLERK'S OFFICE
 2011 DEC 28 A 9:17
 CITY CLERK

137 th – Manuel Ayala	Paul T. Barnum 179 Maple Street Bridgeport, CT 06608 203-366-1226 Paul.Barnum@yahoo.com
138 th – Robert P. Curwen, Sr.	Anna Gonzalez 525 Palisades Avenue Apt 910 Bridgeport, CT 06610 203-345-9755
138 th – Richard M. Paoletto, Jr.	Amy Powell 146 Court D, Building 65 Success Village Bridgeport CT 06610 203-612-6079 203-384-3420 amypowell34@yahoo.com
139 th – James Holloway	
139 th – Andre F. Baker, Jr.	Enieda Martinez (Eneida?) 33 Edwin Street Bridgeport, CT 06607

OFFICE OF THE CLERK

RECEIVED
CITY CLERK'S OFFICE
201 DEC 28 A 9:17



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

999 Broad Street
 Bridgeport, Connecticut 06604
 Telephone (203) 576-8144
 Fax (203) 332-5657

ANDREW J. NUNN
 CAO

BILL FINCH
 Mayor

COMM. #53-11 Referred to ECD&E Committee on
 02/21/2012

KELLY McDERMOTT
 Senior Manager

TO: Honorable Members of the Bridgeport City Council

FROM: Kelly McDermott, 
 Senior Manager for Central Grants and Community Development

RE: Program Year 38 Annual Action Plan
 Community Development Block Grant (CDBG)
 Homeless Emergency Solutions Grant (HESG),
 HOME Investment Partnership Program,
 Housing Opportunities for Persons with AIDS (HOPWA)

DATE: February 15, 2012

CITY RECEIVED
 2012 FEB 15 PM 2:08
 CITY CLERK

For the upcoming fiscal year, the U.S. Department of Housing & Urban Development (HUD) requires the City of Bridgeport to prepare and submit an Annual Action Plan for Program Year 38 which covers the period from July 1, 2012 to June 30, 2013. HUD requires municipalities such as Bridgeport to prepare a *Consolidated Plan* every five years and an *Annual Action Plan* in order for the City to apply for and receive funds under the following four formula grant programs: Community Development Block Grant (CDBG); Homeless Emergency Solutions Grant (HESG); Housing Opportunities for Persons with AIDS (HOPWA); and the HOME Investment Partnership Program. HUD has notified the City to expect the following entitlement awards for the next fiscal year:

Community Development Block Grant Program	\$2,772,469
Homeless Emergency Solutions Grant Program	\$260,590
HOME Program	\$864,649
HOPWA Program	\$829,320

Additionally, the Program Year 38 Action Plan includes the reprogramming of \$695,421.22 of CDBG funds, \$8,419.44 of HESG funds, and \$829,320 of HOPWA funds from previously approved activities that did not advance or were completed for amounts less than originally approved by the City of Bridgeport.

The City advertised the anticipated availability of funding on January 10, 2012 and January 23, 2012. Applications became available on January 10, 2012 and the department conducted four technical

assistance workshops on January 23rd, 24th, and 25th. Applications were accepted through February 10, 2012. The Citizens Union will host two public hearings on February 28th and March 1st and will conduct their deliberations on March 6th and March 8th. The Economic and Community Development and Environment Committee of the City Council will conduct their public hearings during the week of March 26th. Staff will be available at all upcoming meetings and hearings to answer questions and to provide you with additional information.

For your consideration, attached please find a draft resolution authorizing the approval of the Program Year 38 Annual Action Plan. Please keep in mind that additional information will be provided to you as it becomes available. However, it is necessary to submit this resolution to you for initial consideration and referral to the ECDE committee in order to meet HUD's May 15, 2012 deadline.

Thank you for your consideration.

cc. Adam Wood, Chief of Staff
Andrew Nunn, CAO
Alanna Kabel, Assistant CAO

**CONSOLIDATED PLAN 2008-2013
PROGRAM YEAR 38 ANNUAL ACTION PLAN:**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOMELESS EMERGENCY SOLUTIONS GRANT PROGRAM
HOME INVESTMENT PARTNERSHIP PROGRAM
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM**

DRAFT RESOLUTION

WHEREAS, the City of Bridgeport, Connecticut is required to prepare and submit to the U.S. Department of Housing & Urban Development (HUD) a Five Year (2008-2013) *Consolidated Housing and Community Development Plan* which presents a vision statement of guidance, "to develop viable urban neighborhoods through the comprehensive funding of programs that have the largest benefit to the City, and aid in the provision of a suitable living environment and expanded economic opportunities principally for low and moderate income persons"; and

WHEREAS, the City of Bridgeport has developed its (2008-2013) *Consolidated Housing and Community Development Plan* in accordance with HUD regulations and through a collaborative process whereby it has established a unified vision for its community development actions for the next five years; and

WHEREAS, the City of Bridgeport has also developed a proposed *PY38 Annual Action Plan* and anticipates the following allocations of federal funds from the U.S. Department of Housing & Urban Development for FY 2011-2012:

Community Development Block Grant Program	\$2,772,469
Reprogrammed Community Development Funds	\$695,421.22
Homeless Emergency Solutions Grant Program	\$260,590
Reprogrammed Emergency Solutions Funds	\$8,419.44
HOME Program	\$864,649
HOPWA Program	\$829,320
Reprogrammed HOPWA Funds	\$146,857.30

WHEREAS, four Public Hearings were held, two by the Citizens' Union on _____, and two by the Economic and Community Development and Environment Committee of the City Council on _____, and a Draft Proposed Plan was developed and published for comment on _____ and the thirty-day comment period ended on _____ and _____ citizen comments were received on the Draft Proposed Plan; and

WHEREAS, the City Council of the City of Bridgeport accepts the *PY38 Action Plan* (as attached) as part of the City's *2008-2013 Consolidated Housing and Community Development Plan* in order for the City to apply for, and receive, funds under the following four formula grant programs: Community Development Block Grant (CDBG) Program; HOME Investment Partnerships (HOME) Program; the Homeless Emergency Solutions Grant (HESG) Program and the Housing Opportunities for Persons with AIDS (HOPWA) Program; and

now, therefore be it

RESOLVED, that the Mayor of the City of Bridgeport and/or the Chief Administrative Officer and/or the Senior Manager of Central Grants and Community Development, is hereby authorized and empowered to sign the required certifications and any necessary documents and/or agreements required by the Secretary of the U.S. Department of Housing and Urban Development to accept and execute the Community Development Block Grant Program, Homeless Emergency Solutions Grant Program, HOME Program, Housing Opportunities for Persons with Aids Program and to present to HUD for approval.



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

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

ANDREW J. NUNN
CAO

BILL FINCH
Mayor

ALEXANDRA B. McGOLDRICK
Acting Director
Office of Central Grants

COMM. #54-11 Referred to ECD&E Committee on
02/21/2012

February 15, 2012

To: City Clerk
From: Alexandra McGoldrick, Acting Director, Central Grants Office
Re: Resolution - State of Connecticut DECD, Regional Brownfield Development Grant

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

Grant: State of Connecticut DECD- Regional Brownfield Development Grant

Summary: The City of Bridgeport was recently awarded \$275,000.00 from the State of Connecticut DECD through the Regional Brownfield Development Grant Program. This funding will be used for the development of a Brownfield Geographic Information System (GIS) Inventory Project for the Greater Bridgeport region.

RECEIVED
CITY CLERK'S OFFICE
2012 FEB 15 P 3:51
CITY CLERK

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

WHEREAS, this financial assistance has been made possible through the State of Connecticut Department of Economic and Community Development Regional Brownfield Development Grant Program and,

WHEREAS, financial assistance under this grant will be used to develop and implement a Brownfield Geographic Information System (GIS) Inventory Project for the Greater Bridgeport region.

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the State of Connecticut Department of Economic and Community Development in an amount not to exceed \$275,000 for the purpose of creating and tracking an inventory of brownfield sites and allowing the City of Bridgeport to further its comprehensive plan for funding and redevelopment; and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the State of Connecticut Department of Economic and Community Development to provide financial assistance and help to creating and tracking an inventory of brownfield sites and allowing the City of Bridgeport to further its comprehensive plan for funding and redevelopment
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Department of Economic and Community Development Regional Brownfield Development Grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Economic and Community Development: Regional Brownfield Development Grant Program: Brownfield GIS Inventory Project

RENEWAL **NEW** x

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Alexandra B. McGoldrick

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION:

The State of Connecticut Department of Economic and Community Development has awarded the City of Bridgeport \$275,000.00 for a Brownfield Geographic Information System (GIS) Inventory Project for the Greater Bridgeport region. This project will allow the Greater Bridgeport area to create and track an inventory of brownfield sites; allowing each town to further its comprehensive plan for funding and redevelopment, as well as enhance their marketing strategies to attract developers and businesses.

Project Period: Project Grant

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	FUNDS REQUESTED
Federal:	Salaries/Benefits:
State: \$275,000.00	Supplies:
City:	
Other: NO MATCH	



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

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

ANDREW J. NUNN
CAO

BILL FINCH
Mayor

ALEXANDRA B. McGOLDRICK
Acting Director
Office of Central Grants

COMM. #55-11 Referred to ECD&E Committee on
02/21/2012

February 15, 2012

To: City Clerk
From: Alexandra McGoldrick, Acting Director, Central Grants Office
Re: Resolution - State of Connecticut DECD, Regional Brownfield Development Grant

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

Grant: State of Connecticut DECD- Regional Brownfield Development Grant

Summary: The City of Bridgeport was recently awarded \$450,000.00 from the State of Connecticut DECD through the Regional Brownfield Development Grant Program. This funding will be used for environmental remediation and site work at 148 and 220 Waterview Avenue, where the M.O.V.E. Yacht Club will be relocating. The M.O.V.E. Yacht Club is currently located on Steel Pointe.

RECEIVED
OFFICE
FEB 15 P 3:51

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

WHEREAS, this financial assistance has been made possible through the State of Connecticut Department of Economic and Community Development, Regional Brownfield Development Grant Program and,

WHEREAS, financial assistance under this grant will be used for environmental remediation site work at 148 and 220 Waterview Avenue, where the M.O.V.E. Yacht Club will be relocating.

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office, submit an application to the State of Connecticut Department of Economic and Community Development in an amount not to exceed \$450,000 to address, in part, direct environmental remediation expenses that the City has to incur as part of the site necessary for the M.O.V.E. Yacht Club relocation. M.O.V.E. Yacht Club will be the occupant of this site and the City's ground lease tenant; and,

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

1. That it is cognizant of the City's grant application and contract to the State of Connecticut Department of Economic and Community Development to provide financial assistance for environmental remediation site work at 148 and 220 Waterview Avenue, where the M.O.V.E. Yacht Club will be relocating.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Department of Economic and Community Development Regional Brownfield Development Grant Program, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Economic and Community Development: Regional Brownfield Development Grant Program: SP Relocation Project

RENEWAL **NEW** x

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Alexandra B. McGoldrick

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION:

The State of Connecticut Department of Economic and Community Development has awarded the City of Bridgeport \$450,000.00 for the M.O.V.E Yacht Club relocation project. Currently, the M.O.V.E Yacht Club is located on the Steel Pointe Peninsula which is slated for economic development. The City of Bridgeport owns 148 and 220 Waterview Avenue and has signed an agreement allowing the M.O.V.E Yacht Club to relocate to this site once environmental remediation is completed. This funding will assist the City in remediating the City-owned property so the relocation can occur.

Project Period: Project Grant

IF APPLICABLE

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

Federal:
State: \$450,000.00
City:
Other: NO MATCH

FUNDS REQUESTED

Salaries/Benefits:
Supplies:



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

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

ANDREW J. NUNN
CAO

BILL FINCH
Mayor

ALEXANDRA B. MCGOLDRICK
Acting Director
Office of Central Grants

Comm. #56-11 Ref'd to Public Safety & Transportation
Committee on 02/21/2012

February 15, 2012

To: Fleeta Hudson
From: Alexandra McGoldrick, Central Grants Office
Re: Federal Emergency Management Agency Assistance to Firefighters Grant
Program.

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

Grant: The Central Grants Office seeks authorization for Mayor Finch to enter into contract and or amendments with the Federal Emergency Management Agency for the **2011 Assistance to Firefighters Grant Program** and to sign all related documents, contracts and resolutions.

Summary: The City of Bridgeport Fire Department is seeking \$45,000.00 for the Operations and Safety phase of the United States Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant. This funding will be allocated to implement the International Association of Firefighters (IAFF) Fire-Ground Survival Program. This Train-the-Trainer Course requires an IAFF FGS Master Instructor to educate and guide firefighters, company officers and chief officers on how to deal with MAYDAY Prevention and MAYDAY operations. Through this program, firefighters, company officers and chief officers will have the ability to become IAFF- Certified FGS Instructors with the ability to instruct and certify fellow firefighters and officers. This funding opportunity requires a 20% match. The federal share would be \$36,000.00 and the Applicant share would be \$9,000.00

Thank you for your assistance. Please feel free to call me at 332-5665 with any questions.



EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE: FY 2011 Federal Emergency Management Agency Assistance to Firefighters Grant Program.

RENEWAL NEW **X**

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Alexandra McGoldrick

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Fire Department is seeking \$45,000.00 for the Operations and Safety phase of the United States Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant. This funding will be allocated to implement the International Association of Firefighters (IAFF) Fire Ground Survival Program. This Train-the-Trainer Course requires an IAFF FGS Master Instructor to educate and guide firefighters, company officers and chief officers on how to deal with MAYDAY Prevention and MAYDAY operations. Through this program, firefighters, company officers and chief officers will have the ability to become IAFF-Certified FGS Instructors with the ability to instruct and certify fellow firefighters and officers. This funding opportunity requires a 20% match. The federal share would be \$36,000.00 and the Applicant share would be \$9,000.00

IF APPLICABLE

<u>FUNDING SOURCES (include matching/in-kind funds):</u>	<u>FUNDS REQUESTED</u>
Federal: \$36,000	Salaries/Benefits
State:	Supplies:
City:	Equipment:
Other:	Refreshments:
Match: \$9,000 (City)	Mileage:
	Subcontracts: Yes No X

RESOLUTION

WHEREAS, the Federal Emergency Management Agency has authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through a grant for 2011 Federal Emergency Management Agency Assistance to Firefighters Grant Program and,

WHEREAS, funds under this grant will be used to implement the International Association of Firefighters (IAFF) Fire Ground Survival Program.

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office to submit an application to the Federal Emergency Management Agency in an amount not to exceed \$45,000 for this Train-the-Trainer Course that requires an IAFF FGS Master Instructor to educate and guide firefighters, company officers and chief officers on how to deal with MAYDAY Prevention and MAYDAY operations.

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the Federal Emergency Management Agency to provide the International Association of Firefighters (IAFF) Fire Ground Survival Program.

That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the Federal Emergency Management Agency and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



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

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

ANDREW J. NUNN
CAO

BILL FINCH
Mayor

COMM. #57-11 Referred to ECD&E Committee
on 02/21/2012

ALEXANDRA B. MCGOLDRICK
Acting Director
Office of Central Grants

February 15, 2012

To: Fleeta Hudson
From: Alexandra McGoldrick, Central Grants Office
Re: United States Conference of Mayors' DollarWi\$e Innovation Grant Program

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

Grant: The Central Grants Office seeks authorization for Mayor Finch to enter into contract and or amendments with United States Conference of Mayors' for the **2012 United States Conference of Mayors DollarWi\$e Innovation Grant Program** and to sign all related documents, contracts and resolutions.

Summary: The City of Bridgeport applied to the United States Conference of Mayors' for \$15,000 to be used to assist in the implementation and sustainability of a financial literacy campaign that is aimed at increasing the awareness of personal finance among our City's youth. The \$15,000 DollarWi\$e Innovation Grant will improve the financial educational attainment of children across the City.

Thank you for your assistance. Please feel free to call me at 332-5665 with any questions.

RECEIVED
OFFICE
FEB 15 2012
P 3:50
TEST
CLERK

RESOLUTION

WHEREAS, the United States Conference of Mayors' has authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through a grant for United States Conference of Mayors' DollarWi\$e Innovation Grant Program and,

WHEREAS, funds under this grant will be used to provide financial literacy education to children attending Bridgeport Public Schools

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office to submit an application to the United States Conference of Mayors' in an amount not to exceed \$15,000 for the purpose of providing Financial Education to Bridgeport elementary, middle and high school students

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the United States Conference of Mayors' to provide Financial Education to Bridgeport children

That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the United States Conference of Mayors' and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



**EXECUTIVE SUMMARY
FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS**

PROJECT TITLE: United States Conference of Mayors' DollarWi\$e Innovation Grant Program

RENEWAL

NEW **X**

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Alexandra McGoldrick

PHONE NUMBER: 203-332-5665

PROJECT SUMMARY/DESCRIPTION:

The United States Conference of Mayors *2012 DollarWi\$E Innovation Grant* for \$15,000 will help eliminate the obstacles that many residents face each day due to financial uncertainty. One way to eradicate the cycle of poverty that has plagued Bridgeport is through financial education. The City is enthusiastic about continuing its partnership with the Personal Care America Federal Credit Union (PCAFUCU) and the Credit Union League of Connecticut (CULCT) to sustain the successful Financial Reality Fair (FRF) that are held annually at Housatonic Community College. In addition, the City is looking forward to establishing new partnerships that will implement financial education strategies centered on the classroom.

IF APPLICABLE

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

Federal:

State:

City:

Other: \$15,000

Match: NO MATCH

FUNDS REQUESTED

Salaries/Benefits

Supplies:

Equipment:

Refreshments:

Mileage:

Subcontracts: Yes No **X**



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

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

ANDREW J. NUNN
CAO

BILL FINCH
Mayor

COMM. #58-11 Referred to ECD&E Committee
on 02/21/2012

ALEXANDRA B. MCGOLDRICK
Acting Director
Office of Central Grants

February 15, 2012

To: Fleeta Hudson
From: Alexandra McGoldrick, Central Grants Office
Re: United States Soccer Foundation 2012 Annual Grants Program

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

Grant: The Central Grants Office seeks authorization for Mayor Finch to enter into contract and or amendments with United States Soccer Foundation for the **2012 Soccer Foundation Annual Sports Lighting Grant Program** and to sign all related documents, contracts and resolutions.

Summary: The City of Bridgeport applied to the United States Soccer Foundation for \$50,000 for the purchase and installation of Field Lighting for a Soccer Field at Success Park. The \$50,000 Lighting Grant was initially a portion of a larger grant application filed with the United States Soccer Foundation

Thank you for your assistance. Please feel free to call me at 332-5665 with any questions.

RECEIVED
OFFICE OF CENTRAL GRANTS
2012 FEB 15 P 3:49
TEST
CITY CLERK

RESOLUTION

WHEREAS, the United States Soccer Foundation has authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through a grant for United States Soccer Foundation Sports Lighting Grant Program and,

WHEREAS, funds under this grant will be used to provide sports lighting to the soccer field currently located at Success Park

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Central Grants Office to submit an application to the United States Soccer Foundation in an amount not to exceed \$50,000 for the purpose of providing Sports Lighting as a means of enhancing Success Park.

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the United States Soccer Foundation to provide Sports Lighting at Success Park

That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the United States Soccer Foundation and to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



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

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

ANDREW J. NUNN
CAO

BILL FINCH
Mayor

COMM. #59-11 Referred to ECD&E Committee
on 02/21/2012

ALEXANDRA B. McGOLDRICK
Acting Director
Office of Central Grants

February 15, 2012

To: City Clerk

From: Alexandra McGoldrick, Acting Director, Central Grants Office

Re: Resolution – Social Services Block Grant (SSBG) Extension

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

Grant: State of Connecticut Department of Social Services – Social Services Block Grant Extension

Summary: The resolution is for a contract in the amount of \$90,092.00 to extend SSBG services for a six month period of April 2012 – September 2012.

RECEIVED
OFFICE OF CENTRAL GRANTS
2012 FEB 15 P 3:49
ATTEST
CITY CLERK

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

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

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

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, department of Public Health and Social Services, submit an application to the State Dept. of Social Services in an amount not to exceed \$90,092 for the purposes of providing case management, counseling and home-based services for Bridgeport residents.

NOW THEREFORE, BE IT RESOLVED BY THE City Council:

That it is cognizant of the City's grant application and contract to the State Dept. of Social Services to provide case management, counseling and home-based services for Bridgeport residents.

That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State Dept. of Social Services Block Grant and to provide such additional information and to execute such other contracts and documents as may be necessary under this program.



GRANT SUMMARY

PROJECT TITLE : State Department of Social Services, Social Services Block Grant

RENEWAL _____ NEW x

DEPARTMENT SUBMITTING INFORMATION: Dept. of Central Grants and Community Development

CONTACT NAME: Alexandra McGoldrick, Grants Writer

PHONE NUMBER: (203) 332-5665

PROJECT SUMMARY/DESCRIPTION: This is a Social Services Block grant funded through the State Department of Social Services. It funds programs in the Veterans Office, Disabilities Office and Social Services in addition to two sub-contracts with the Child and Family Guidance Center and Disability Resource Center. This is a six month extension to cover the period from April 2012 to September 2012.

CONTRACT DATES: Six months.

PROJECT GOALS AND PROCEDURES:

1. To provide case management to SAGA clients, veterans and the disabled with the goal of satisfying basic needs to sustain adequate life functions.
 2. To provide counseling to Hispanic youth and their families with the goal of improving the parent-child relationship.
 3. To provide Home-based Services so that the clients can continue to reside in the community, preventing unnecessary institutionalization.
-

IF APPLICABLE

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

Federal: \$90,092

State:

City match:

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

Transportation/Travel:

Other (explain):

Subcontracts: Yes _____ No



OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7130

CHARLES M. CARROLL
Director Public Facilities

BILL FINCH
Mayor

COMM. #60-11 Referred to Contracts Committee on 02/21/2012

February 15, 2012

The Honorable City Council
City Clerk's Office
45 Lyon Terrace
Bridgeport CT 06604

RECEIVED
CITY CLERK'S OFFICE
2012 FEB 15 P 3:27
CITY CLERK

RE: Amendment of Discovery Museum Lease with City

Dear Honorable Body:

Please find attached for your review and consideration a resolution that would authorize the Mayor and/or Parks Director to amend the existing lease agreement between the Discovery Museum and the City of Bridgeport.

The Discovery Museum has submitted a letter to the Board of Parks Commissioners requesting specific changes to the lease, primarily for the purpose of enabling the museum to construct and operate an outdoor aerial adventure park within its leased premises.

At its meeting of Tuesday February 14th, the Board of Parks Commissioners voted unanimously in favor of the museum's requested changes. The Discovery Museum's letter and the Board's resolution are also attached, and are incorporated by reference into the proposed City Council resolution.

Thank you for your consideration in this matter.

Sincerely,

Charles Carroll
Parks Director
Director of Public Facilities

A Resolution by the
Bridgeport City Council regarding the lease with the Discovery Museum

WHEREAS, the Discovery Museum has a long term lease with the City of Bridgeport for the property the museum occupies; and

WHEREAS, the Board of Park Commissioners ("Board") acknowledges the Discovery Museum to be an asset to Bridgeport's park system, as well as to the City as a whole; and

WHEREAS, the Discovery Museum, in the attached letter to the Board, has requested certain amendments to the existing lease, primarily but not exclusively related to the museum's opportunity to have an outdoor aerial "adventure park" constructed and operated on its leased premises; and

WHEREAS, the Discovery Museum has committed to reserving frequent opportunities during the year for Bridgeport's youth to visit and utilize the adventure park in groups, free of charge; and

WHEREAS, the Board recognizes the value of the adventure park to the ongoing operations of the Discovery Museum, and as a positive tourist attraction for the City; and

WHEREAS, the Board does not find the adventure park or the Discovery Museum's other requests in the letter to be inconsistent with the Board's goals; and

WHEREAS, at its meeting on February 14, 2012, the Board voted unanimously to approve a resolution authorizing the Parks Director, and/or the Mayor to negotiate and execute an amendment to the existing lease with the Discovery Museum in accordance with the attached letter; and

WHEREAS, the City Council endorses the findings and position of the Board;

NOW, THEREFORE BE IT RESOLVED, that the Bridgeport City Council authorizes the Parks Director and/or the Mayor to negotiate and execute an amendment to the existing lease with the Discovery Museum in accordance with the attached letter and the resolution of the Board of Park Commissioners, and to take every and all necessary action substantially consistent with the letter and resolution, including all reasonable requirements imposed by the State of Connecticut in conjunction with its previous and ongoing financial support for the Discovery Museum.

**A Resolution by the
Board of Park Commissioners of the City of Bridgeport**

WHEREAS, the Discovery Museum has a long term lease with the City of Bridgeport for the property the museum occupies; and

WHEREAS, the Board of Park Commissioners ("Board") acknowledges the Discovery Museum to be an asset to Bridgeport's park system, as well as to the City as a whole; and

WHEREAS, the Discovery Museum, in the attached letter to the Board, has requested certain amendments to the existing lease, primarily but not exclusively related to the museum's opportunity to have an outdoor aerial "adventure park" constructed and operated on its leased premises; and

WHEREAS, the Discovery Museum has committed to reserving frequent opportunities during the year for Bridgeport's youth to visit and utilize the adventure park in groups, free of charge; and

WHEREAS, the Board recognizes the value of the adventure park to the ongoing operations of the Discovery Museum, and as a positive tourist attraction for the City; and

WHEREAS, the Board does not find the adventure park or the Discovery Museum's other requests in the letter to be inconsistent with the Board's goals;

NOW, THEREFORE BE IT RESOLVED, that the Parks Director, and/or the Mayor, is authorized to negotiate and execute an amendment to the existing lease with the Discovery Museum in accordance with the attached letter, and take every and all necessary action consistent with the letter and this resolution.

DISCOVERY

MUSEUM AND PLANETARIUM



Board of Park Commissioners
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Park Commissioners:

The Discovery Museum, in conjunction with Outdoor Ventures, is seeking formal approval from the Board of Park Commissioners for the implementation of the outdoor aerial adventure park planned for the property leased by the Discovery Museum & Planetarium from the City of Bridgeport.

Additionally, we are looking for permission from the Board of Commissioners to make the following amendments to the lease between the Discovery Museum and the City of Bridgeport:

- Paragraph 3:
To add to the allowable uses the constructing, maintaining and operating of outdoor recreational activities in addition to a museum and planetarium.
- To have the ability to have professional vendors that are knowledgeable in the preparation and selling of food for the convenience of visitors and selling gift items to visitors with the revenue share for the museum to be applied solely to the expense of maintaining the museum and planetarium.
- Paragraph 5:
To eliminate the requirement for maintaining an apartment with at least four rooms, bath and a garage for at least two motor vehicles for an employee and family of the Lessor.
- To maintain the air rights to the property currently being subleased that does not have any buildings or structures constructed upon them.

We believe this is a very exciting project that benefits the entire City of Bridgeport. We look forward to working with you on this world class endeavor.

With best regards,



Jeff Bishop
Executive Director

***45-11 Consent Calendar**

Lease Agreement with United States of America,
Federal Aviation Administration re: Lease No.
DTFAEN-11-L-0095.

**Report
of
Committee
on
Contracts**

Submitted: February 21, 2012

Adopted: _____

Attest: _____

Fleeta S. Hudson
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***45-11 Consent Calendar**

RESOLVED, That the attached Lease Agreement No. DTFAEN-11-L-00095 with United States of America, Federal Aviation Administration for space at ATCT/AFS Igor Sikorsky Memorial Airport, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

Carlos Silva, Co-chair

Susan Brannelly, Co-chair

M. Evette Brantley

James Holloway

AmyMarie Vizzo-Palliccia

Angel M. dePara, Jr.,

Richard Paoletto

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

LEASE NO: DTFAEN-11-L-00095
FACILITY: ATCT/AFS – IGORE I. SIKORSKY MEMORIAL AIRPORT,
LOCATION: STRATFORD, CT 06497

LEASE BETWEEN

THE CITY OF BRIDGEPORT
AND
THE UNITED STATES OF AMERICA

Section 1 – Space Lease

1. **THIS LEASE (9/98)**, entered into by and between **THE CITY OF BRIDGEPORT**, whose address is, Sikorsky Memorial Airport Main Terminal, Great Meadow Road, Stratford, Ct 06615, whose interest in the property hereinafter described is that of **Owner**, hereby referred to as **LESSOR**, and the United States of America, hereinafter referred to as the **GOVERNMENT OR FAA**:

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

2. **DESCRIPTION** - The Lessor hereby leases to the **Government** the following described premises: A total of approximately 3,279± usable/occupyable square feet of space located in the Air Traffic Control Tower Building, Igor I. Sikorsky Memorial Airport, Stratford, CT as further described in “Exhibit A” attached hereto.

3. **TERM - TO HAVE AND TO HOLD**, said premises with their appurtenances for 5-YR term commencing retroactively to **October 1, 2010**, “The Commencement date” (subject to Supplement No.1 for temporary Lease extension and payment to March 31, 2012), through **September 30, 2015** inclusive, PROVIDED, adequate appropriations are available from year to year for payment of rentals, subject to termination and renewal rights as may be hereinafter set forth.

The Government shall notify the Lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise option(s) (if any), or of its intent to vacate the premises at the end of lease term. Any extension exercised by Government pursuant to this clause shall be in writing, sent via certified mail and subject to availability of adequate appropriations from year to year for payment pay of rent.

This lease supersedes and replaces lease number **DTFANE-06-L-00025** in its entirety, which expired by limitation September 30, 2010

3a. **Option(s) - Term Extensions** - The lease may, at the option of the Government, be extended beyond **September 30, 2015**, renewed for one **5-year term** from (Oct. 1, 2015 – Sept. 30, 2020) at the rental rate established in Clause 5, upon the terms and conditions herein specified, and set by limitation that no term extension shall exceed beyond **September 30, 2020**. The Government shall notify the Lessor no later than ninety (90) days before the expiration of the lease term, of its intent to exercise the option(s) or of its intent to vacate the premises at the end of the lease term. Any extension exercised by the Government pursuant to this clause shall be subject to availability of adequate appropriations from year to year for the payment of rentals.

2.6.8 Standard Space Lease Form

April 2010

3b. **Day to Day Extension (8/02)** - The Government shall continue to occupy the premises for a period not to exceed 180 days after the end of the lease term including all option periods. The rent shall be paid monthly in arrears on a prorated basis at the rate paid on the date of the lease expiration, until one of the following events occurs: (1) the extension day period expires; (2) a new lease commences, (3) the Government acquires a fee simple or other long-term interest in the property through negotiation or eminent domain or (4) the Government vacates the leased premises; which-ever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by end of the month has been fully paid.

4. **Cancellation /Termination** -The GOVERNMENT may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines it is in the best interest of the Government, by giving at least 30 days/ one (1) month(s) notice in writing to Lessor via certified mail. No rental shall accrue after effective date of termination. Said notice computed commencing with day after date of mailing.

5. RENTAL – Flat Rent in the amount of **Fifty Two Thousand, Sixty-Eight dollars and 00 Cents, (\$ 52,068.00) per annum will be payable to Lessor, monthly (in arrears) in the amount of Four Thousand, Three Hundred Thirty-Nine Dollars, and 00 Cents (\$ 4,339.00) per month and will be due on the first workday of each, successive month, without the submission of invoices or vouchers. Subject to available appropriations, Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than 30-days shall be prorated. Note, via Supplement No.1 for temporary Lease extension and payment, forgoing Rent has been in effect and paid retroactively (10-1-11 to 3-31-12) to thereon continued payment by this lease. Rent payments will be made via Electronic Funds Transfer (EFT) payable to:**

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

5a. The Flat annual rent payment stated in Article 5 herein, is based on a annual modified gross rental rate with flat level monthly payments, that provide for the Premises (leased space & parking spaces adjacent to the premises) identified in Article 2, and which include all building utilities plus tenant lights and plugs in Article 6, but excludes janitorial services. The foregoing **flat level rental rate eliminates the need for CPI or annual rent adjustments.**

6. **SERVICES AND UTILITIES** (To be provided by Lessor as part of rent. Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease.)

Services, utilities, and maintenance will be provided - to FAA standards of Lease Attachment-A attached hereto and made part hereof - 24 hours per day 7days per week including Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

HEAT: Lessor shall be provide adequate heat during cold heating season, so that thermostats can and shall be set to maintain temperatures of 68-72° Fahrenheit

HVAC 68 to 72 DEG. F: Lessor shall provide adequate air conditioning seasonally on 24-hour day, seven-day-week basis to maintain temperatures between 68 and 72 degrees Fahrenheit during the cooling cycle - to levels generally acceptable industry standards for office space areas (see Att-A, pg 2 Clause A4 HVAC).

ELECTRICITY: : Lessor Shall Provide All Electrical Charges

INITIAL & REPLACEMENT Lights/LAMPS, TUBES, & BALLASTS: By Lessor

2.6.8 Standard Space Lease Form

April 2010

3b. **Day to Day Extension (8/02)** - The Government shall continue to occupy the premises for a period not to exceed 180 days after the end of the lease term including all option periods. The rent shall be paid monthly in arrears on a prorated basis at the rate paid on the date of the lease expiration, until one of the following events occurs: (1) the extension day period expires; (2) a new lease commences, (3) the Government acquires a fee simple or other long-term interest in the property through negotiation or eminent domain or (4) the Government vacates the leased premises; which-ever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by end of the month has been fully paid.

4. **Cancellation /Termination** -The GOVERNMENT may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines it is in the best interest of the Government, by giving at least 30 days/ one (1) month(s) notice in writing to Lessor via certified mail. No rental shall accrue after effective date of termination. Said notice computed commencing with day after date of mailing.

5. RENTAL – Flat Rent in the amount of **Fifty Two Thousand, Sixty-Eight dollars and 00 Cents, (\$ 52,068.00) per annum will be payable to Lessor, monthly (in arrears) in the amount of Four Thousand, Three Hundred Thirty-Nine Dollars, and 00 Cents (\$ 4,339.00) per month and will be due on the first workday of each, successive month, without the submission of invoices or vouchers. Subject to available appropriations, Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than 30-days shall be prorated. Rent payments will be made via Electronic Funds Transfer (EFT) payable to:**

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

5a. The Flat annual rent payment stated in Article 5 herein, is based on a annual modified gross rental rate with flat level monthly payments, that provide for the Premises (leased space & parking spaces adjacent to the premises) identified in Article 2, and which include all building utilities plus tenant lights and plugs in Article 6, but excludes janitorial services. The foregoing **flat level rental rate eliminates the need for CPI or annual rent adjustments.**

6. **SERVICES AND UTILITIES** (To be provided by Lessor as part of rent. Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease.)

Services, utilities, and maintenance will be provided - to FAA standards of Lease Attachment-A attached hereto and made part hereof - 24 hours per day 7days per week including Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

HEAT: Lessor shall be provide adequate heat during cold heating season, so that thermostats can and shall be set to maintain temperatures of 68-72° Fahrenheit

HVAC 68 to 72 DEG. F: Lessor shall provide adequate air conditioning seasonally on 24-hour day, seven-day-week basis to maintain temperatures between 68 and 72 degrees Fahrenheit during the cooling cycle - to levels generally acceptable industry standards for office space areas (see Att-A, pg 2 Clause A4 HVAC).

ELECTRICITY: : Lessor Shall Provide All Electrical Charges

INITIAL & REPLACEMENT Lights/LAMPS, TUBES, & BALLASTS: By Lessor

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTF AEN-11-L-00095

Pg. 2

CHILLED DRINKING WATER: Portable chilled water via electric water fountains adjacent or close to leased premises.

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

DIRECTORY BOARD: Services provided as required.

TRASH REMOVAL: - Included in Janitorial services i.e., - Daily trash removal/maintenance services

SECURITY: Lessor shall provide sufficient security to prevent illegal/unauthorized entry and loitering.

JANITORIAL SERVICE: -N/A Contracted Separately by Government

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

GROUND MAINTENANCE & SNOW REMOVAL: Lessor shall provide maintenance & snow removal (insure access to Control Tower Building and automobile parking lots adjacent thereto) in common with others

Pest Control & Extermination: Lessor shall exterminate and control pests -See Exhibit-A, pg4 Clause B2

WINDOW WASHING: Frequency washed twice yearly.

PAINTING: Once every 5 years .

CARPET CLEANING: Completed twice per year.

CARPET REPLACEMENT: Includes moving and return of furniture when replacing carpeting every 8 years or when the following happens:

- 1) Backing or underlayment is exposed.
- 2) There are noticeable variations in surface color or texture.

Section 2 - GENERAL CLAUSES:

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

7A. INSPECTION (10/96) - The GOVERNMENT reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the GOVERNMENT tenants and the Lessor's performance under this lease. The GOVERNMENT shall have the right to perform sampling of suspected hazardous conditions.

7B. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

7C. MAINTENANCE OF THE PREMISES (10/96) - The Lessor shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition.

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTFAEN-11-L-00095

Pg. 3

7D. **FAILURE IN PERFORMANCE (10/96)** - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute default by the GOVERNMENT on this lease.

7E. **DEFAULT BY LESSOR (10/96)** - (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the GOVERNMENT with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain uncured for a period of time as specified by the Real Estate Contracting Officer, following Lessor's receipt of written notice thereof from the Real Estate Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

(2) If default occurs, the GOVERNMENT may, by written notice to the Lessor, terminate the lease in whole or in part.

7F. **COMPLIANCE WITH APPLICABLE LAWS (10/96)** - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law.

7G. **DELIVERY AND CONDITION (10/96)** - Unless the GOVERNMENT elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The GOVERNMENT reserves the right to determine when the space is ready to occupy.

7Ha. **ACCEPTANCE OF SPACE (8/02)** - The Lessor shall prepare the premises with all due diligence to meet the GOVERNMENT'S requested start date. The Lessor shall paint all surfaces designated by the Real Estate Contracting Officer, and fully clean all leased areas. The Lessor shall complete all requested alterations within 60 days of receipt of approved layout drawings, and shall notify the Real Estate Contracting Officer when the premises is ready. The Real Estate Contracting Officer or his representative shall promptly inspect the premises and determine if the premises is ready for the beneficial occupancy of the GOV. Rent shall commence upon the date of the GOVERNMENT'S acceptance of the premises for beneficial occupancy.

7Hb. **CONTRACTING OFFICER'S REPRESENTATIVE** -The Manager, SMO -Boston, MA, telephone number (603) 881-1400 or (617) 455-3010, is hereby appointed as the Contracting Officer's Representative for this lease as written. In this capacity he/she will insure to the Government that all terms, conditions, and services as written shall be satisfactorily rendered by the Lessor. **However, such representative has no authority to revoke, alter, change, or waive any contract terms and/or conditions without written authority from the Real Estate Contracting Officer, 781-238-7668, Logistics Div., ASO-53-BOSTON FAA New England Region, Burlington, MA**

7Hc. **PRIOR NOTIFICATION(8/02)** -A pre-construction meeting shall be held at the facility prior to the commencement of any cleaning, construction, renovation, remodeling, repair, maintenance or testing within the leased premises and areas connected to or integrated with the leased premises. If any items on the checklist are questionable or undone, full resolution of the issues will be expected before the project starts. The pre-construction meeting will be planned, scheduled, and coordinated, with the Government's supervisor or manager responsible for the facility, at least one week before the execution of the work.

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTF AEN-11-L-00095

Pg. 4

7Ia. ALTERATIONS - The Government shall have, with the approval of the Lessor, the right during the existence of this Lease to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which fixtures, additions, or structures shall be and remain the property of the Government, and may be removed by Government prior to expiration/termination of this lease.

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

- (i) Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this leases or any preceding lease, less reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Government has no control excepted, or
- (ii) Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement effecting such agreement.
- (iii) The FAA may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the owner, so long as it is determined by the RECO to be in the best interests of the Government.
- (iv) In the event that the Government has to pay for restoration, such payments will not entail expenditures which exceed appropriations available at the time of the restoration in violation of the Anti-Deficiency Act.
- (vi) Nothing in the contract may be considered as implying that congress will, at a later date, appropriate funds sufficient to meet the deficiencies.

7I.b. STRUCTURAL ALTERATIONS - required to meet Government operations, excluding painting, carpet replacement, and similar aesthetic maintenance, shall be submitted to the Lessor by the Contracting Officer requesting an estimate of the cost for the performance thereof. Upon acceptance of the associated cost, the Contracting Officer shall issue a Notice to Proceed. Payment in full for these services shall be made upon receipt of an invoice from the Lessor. At its option, the Government may contract for or perform items of maintenance and structural alteration as it deems necessary, with Lessor's prior approval, which approval will not be unreasonably withheld.

7I.c. INSTALLATION OF ANTENNAS, CABLE & OTHER EQUIPMENT - The Government shall have the right to install and maintain radio antenna poles and antennas, remote receiver and transmitter facility housings, weather instruments, ceiling lights, cables and appurtenances on the property - at such locations /in such a manner- as to be mutually agreeable to the Government and Lessor.

7J. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et.al and all applicable state and local accessibility laws and regulations.

7K. CHANGES (8/02) – (1) The Real Estate Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following: Work or services; Facilities or space layout; or Amount of space, provided the Lessor consents to the change.

(2) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Real Estate Contracting Officer shall modify this lease to provide for one or more of the following: An equitable adjustment in the rental rate; A lump sum equitable adjustment; or An equitable adjustment of the annual operating costs per Occupiable square foot specified in the SFO.

(3) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Protest and Disputes clause. However, nothing in this clause shall excuse the Lessor from proceeding with the change as directed.

(4) Absent such written change order, the Government shall not be liable to Lessor under this clause.

7L. OFFICIALS NOT TO BENEFIT (10/96) - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

7M. COVENANT AGAINST CONTINGENT FEES (8/02) - The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

7N. ANTI-KICKBACK (10/96) - The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

7O1. CONTRACT DISPUTES (11/03) (a) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

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

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

A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO .

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTF AEN-11-L-00095

Pg. 6

7O2. PROTEST (11/03) - Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of lease contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer (RECO).

Protests shall be in writing and shall be filed at:
Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

A protest is considered to be filed on the date it is received by the ODRA and shall be filed:
1 Not later than seven (7) business days after the date the protestor knew or should have known of the grounds for the protest; or 2 If the protestor has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing. The full text of the Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

7P. EXAMINATION OF RECORDS (8/02) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

7Q1. PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT). See Article 10. herein & Exhibit - B

7Q2 7Q3 7Q4 - N/A

7Q5 -CONTRACTOR PAYMENT INFORMATION- NON-CCR (OCT-06) See Article 10 & Exhibit-B

7R. ASSIGNMENT OF CLAIMS (10/96) - Pursuant to the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

7S. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96) The GOVERNMENT agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the GOVERNMENT under this lease. The Parties hereto mutually agreed that this subordination shall be self-operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the GOVERNMENT will be deemed to have attorned to any purchaser, successor, assigns, or transferee.

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTF AEN-11-L-00095

Pg. 7

The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the GOVERNMENT and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the GOVERNMENT; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

7T. LESSOR'S SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

7U. SUBLEASE (10/96) - The GOVERNMENT reserves the right to sublease the space covered under this lease to another agency or private party. In subleasing this space to another party the GOVERNMENT is not relieved from its responsibilities under the terms of this lease, unless otherwise agreed upon with the Lessor.

7V. NO WAIVER (10/96) - No failure by the GOVERNMENT to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

7W. INTEGRATED AGREEMENT (10/96) - This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease.

7X. EQUAL OPPORTUNITY (10/96) - The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

7Y. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96)
The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

7Z. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96) - The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

7AA. SEISMIC SAFETY FOR EXISTING BUILDINGS (1/07) – N/A The GOVERNMENT'S Contracting Officer has determined that seismically conforming premises are not available for the -lease space herein; and as such, Lessor is hereby exempt from requirements of Articles 7AA and 7BB.

7CC. LABOR STANDARDS (6/09) – By signing this lease, the Lessor certifies to the Real Estate Contracting Officer (RECO) that all laborers and mechanics employed or working upon the leased premises will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Lessor and such laborers and mechanics.

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTFAEN-11-L-00095

Pg. 8

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause titled "Apprentices, Trainees, and Helpers." Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Lessor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

8. IV. SECTION – E. FACILITY SECURITY REQUIREMENTS (4/09)

E1 - Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this solicitation. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for said Lease agreement /premises.

Contact your local Servicing Security Element (SSE) at **ANE-753B, 12 New England Executive Park, Burlington, MA 01803, 781-238-7701** for a list of your security requirements.

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed within the Lease premises and covered under the lease

E2- Contractor Personnel Suitability Requirements (4/09)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- (1) Facilities;
- (2) Sensitive information; and/or;
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

Position Risk Level: LOW RISK – BACKGROUND INVESTIGATION REQUIRED

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTF AEN-11-L-00095

Pg. 9

conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600 77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

Name;
Date and place of birth (city and state); Social Security Number (SSN)
Position and office location;
Contract number;
Current e-mail address and telephone number (personal or work); and
Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background I investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;

- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the QIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside QIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

**Federal Aviation Administration, Joint Security and Hazardous Materials Safety Office, East,
12 New England Executive Park, Burlington MA 01803, Attn: Lynne A. Flynn, ANE-753B,
(781)238-7701**

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTFAEN-11-L-00095

Pg. 10

- (f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.
- (g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.
- (h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.
- (i) The contractor and/or subcontractor(s) must contact **the Servicing Security Elements, Joint Security and Hazardous Materials Safety Office, East (781)238-7701** within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.
- (j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.
- (k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.
- (l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.
- (m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.
-

Section III - Closing

9. This lease incorporates the following clauses in Attachment -A, which are hereby attached and made a part hereof:

- a. General Building Requirements - Exhibit-A-2
- b. Fire and Safety Requirements - Exhibit-A-3
- c. OSHA Requirements - Exhibit-A-3
- d. Radon - Exhibit-A-3
- e. Indoor Air Quality - Exhibit-A-3
- f. Warranty of Space - Exhibit-A-4

10. **Electronic Funds Transfer (EFT) Payment Requirements (Revised)**, - EFT Requirements are revised and set forth in attached specifications identified as Exhibit - "C", and by reference is incorporated herein and made a part hereof. Exhibit -"C" supersedes the following, which is given as brief summary:

The Central Contractor Registration system is the FAA's required method to receive vendor information. However **you have been granted an exception to CCR** (via Article 7Q5 a & b of Exhibit- 'C') and therefore must provide your initial EFT payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

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

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

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

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

10A. **HOLD HARMLESS** - In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended, 28USC 2671 et. seq. (the "Act"), the Government will be liable for any accident, injury, loss, damage or death to persons or property on or outside the Premises, where such accident, injury, loss, damage or death is caused by the negligent or wrongful act or omission of any employee of the Government while acting within the scope of his or her employment under circumstances where a private person would be liable in accordance with the law of the place where the act or

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTFAEN-11-L-00095

Pg. 12

omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

To the fullest extent permitted by the law, the Government agrees to use and occupy the Premises at the Government's sole risk, and the Lessor shall have no responsibility or liability for any loss of or damage to furnishings, fixtures, equipment or other personal property of the Government, or of those claiming by, through or under the Government, unless such loss or damage is caused by or due to the negligent act, omission or misconduct of the Lessor, its agents, servants or employees.

10B. **QUIET ENJOYMENT (10/96)**- The Lessor warrants that they have good and valid title to the Premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said Premises against third party claims.

10C **UNAUTHORIZED NEGOTIATING (10/96)** – **In no event shall Lessor enter into negotiations concerning the space leased or to be leased with anyone other than the real estate contracting officer**

10D. **NOTICES (10/96)** - All notices/correspondence shall be in writing, reference the Agreement number, and addressed as follows:

Lessor:

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

Government:

**Federal Aviation Administration
New England Region, ASO- 53- Boston
12 New England Executive Park
Burlington, MA 01803
Attn: Real Estate Contracting Officer**

11. ATTACHMENTS (8/02) -

See attachments - Attachment - A, which is attached hereto and made part hereof.

IN WITNESS WHEREOF, the parties hereto have signed their names:

CITY OF BRIDGEPORT

THE UNITED STATES OF AMERICA

BY: _____

BY: _____

Richard D. Gamache

TITLE: _____

TITLE: Realty Contracting Officer

DATE: _____

DATE: _____

I, _____, certify that I am the _____ of the

(State, County, Municipality or other Public Authority)

named in the foregoing agreement; that _____ who signed

Lease No. DTFAEN-11-L-00095 on behalf of _____ was then

_____ of said _____ that said agreement was

duly signed for in behalf of said _____ by authority of its governing body and is within the scope of its powers.

(Signature)

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF MIDDLESEX) ss: Burlington

Personally appeared for the Second Party, Richard D. Gamache, as Realty Contracting Officer, personally known to me Signed and Sealed the foregoing instrument and acknowledged same, to be the free act and deed of the Federal Aviation Administration before me.

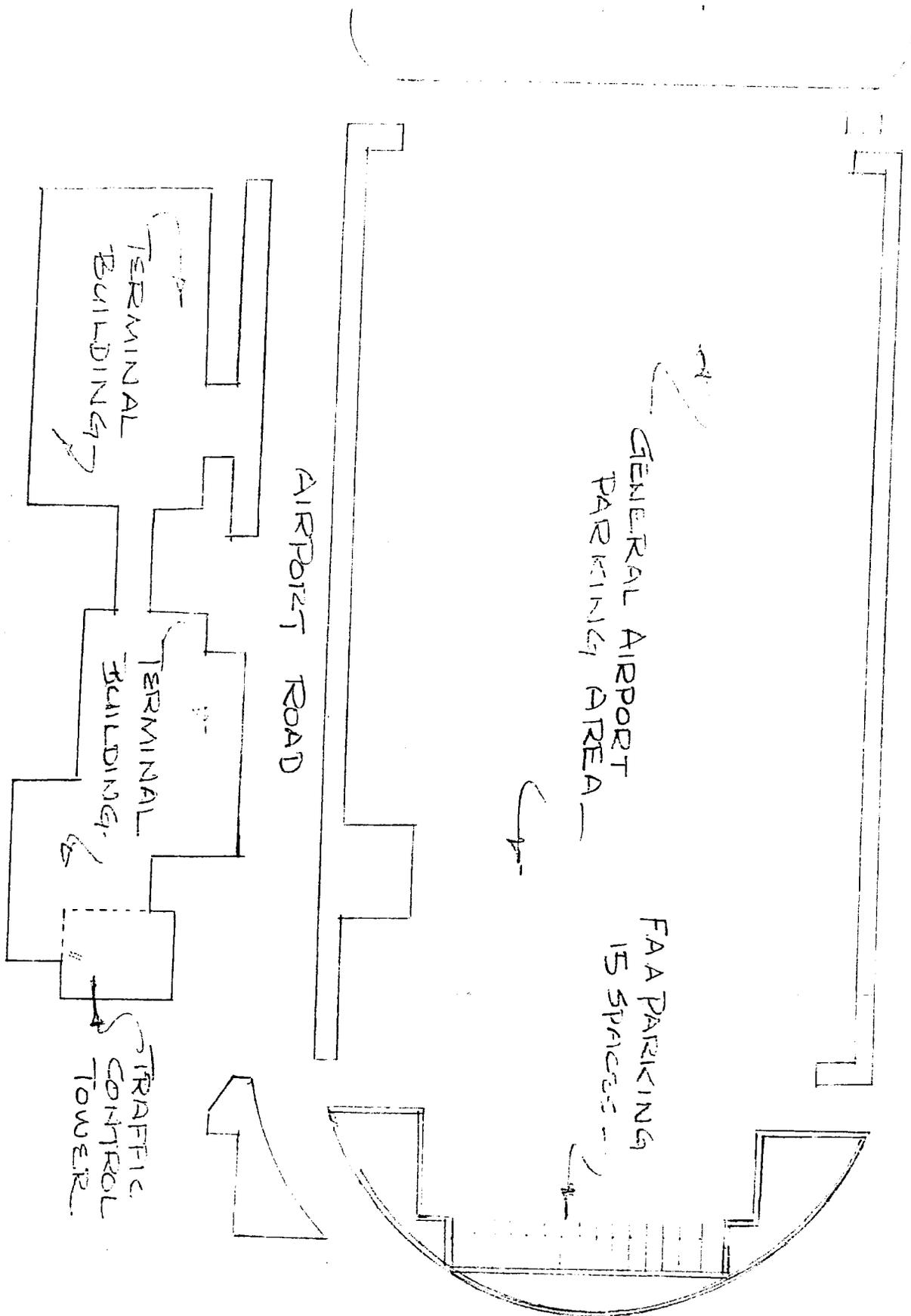
My Commission Expires:

NOTARY PUBLIC

EXHIBIT "A" SCHEDULE OF SPACE

EXHIBIT A

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



FAA ATTACHMENT A –1 SECTION-A GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-Ceilings (10/96)

Must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.

A2-Doors (10-96)

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

A3-Floor Load (8/02)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with American Concrete Institute standards, 2) non-slip, 3) acceptable to the Real Estate Contracting Officer. Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per sf for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by registered professional engineer may be required by the Contracting Officer. (8/02)

A4-HVAC (10/96)

Heating, ventilation and air-conditioning systems are required which maintain a temperature range of 68-72 degrees Fahrenheit year-round. These temperatures must be maintained throughout the leased premises and service areas regardless of outside temperatures during hours of operation. See ASHRAE stds ANSI/ANSI/ASHRAE 62-1999.

A5-Lighting (10/96)

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

A6-Painting (8/02)

Prior to occupancy all surfaces must be newly painted with non-lead base paints paint in colors acceptable to the FAA. All surfaces must be repainted after working hours at lessor's expense at least every five years. This includes moving and returning the furniture. Any existing lead based paint shall be properly maintained and managed per existing regulatory requirements. If there is flaking paint, it would need to be sampled for lead. If containing lead, it would need to be abated prior to occupancy. This could be done either by removal or sealing with an encapsulating material.

A7-Parking (10/06)

At no additional cost to the FAA, the Lessor shall provide reserved off-street parking spaces located adjacent to Leased space. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal (See Article No.6).

A8-Restrooms and Drinking Fountains (10/96)

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

A9-Windows and Floor Covering (8/02)

All exterior windows shall be equipped with **window coverings**. Floors will be carpeted with a commercial grade of carpet acceptable to the FAA. Existing floor and window covering may be accepted at the discretion of the contracting officer however, prior to occupancy all carpeting and draperies shall be cleaned. At no additional cost to the FAA, the Lessor shall replace carpeting at least every 8 years during FAA occupancy or any time during the lease when:

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

Replacement includes moving and return of furniture.

EXHIBIT – A Page 2

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTFAEN-11-L-00095

Pg. 18

III. SECTION-C – SAFETY AND FIRE PREVENTION

C1-Fire and Safety Requirements (8/02) - All NFPA Standards addressed in this section reference the current edition of NFPA in place at the signing of this contract. At any point when construction takes place, systems should be brought into compliance according to the current edition of NFPA. The building shall, as required by Code, be equipped with automatic sprinklers which conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72) or central station (NFPA No. 71). The notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of code requirements when the leased space (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required.

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

Fire-safety, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the Real Estate Contracting Officer, if certified by a Licensed Fire Protection Engineer.

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

C2-Halon (8/02) - Wherever halon is used in a facility as a fire extinguishing system, the Lessor shall comply with all NFPA standards regarding use of and safety requirements for the use of halon.

C3-Indoor Air Quality (8/02) - The Lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO₂ - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*

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

MSDS will be provided for all cleaning solutions used in the FAA spaces

A4-General Health and Safety Standards (8/02)

Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes shall be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased space and areas connected to or integrated with the leased space. Whenever FAA Standards require work processes or precautions to be provided, the Lessor shall coordinate with the FAA during the work so that proper requirements are met.

C4-OSHA Requirements (10/96)

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

C5-Radon (10/96)

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

EXHIBIT – A Page 3

2.6.8 Standard Space Lease Form

April 2010

OMB Control No. 2120-0595

Lease No. DTF AEN-11-L-00095

Pg. 19

C6-Refrigerants (8/02):

The Lessor shall identify which refrigerants are used in the HVAC systems in the spaces covered by the lease. The lease should provide for use of refrigerants consistent with EPA & ASHRAE requirements

B2-Pest Control (8/02)

The Lessor shall exterminate and control pests within the premises within a timely manner as required by the Government. Notice shall be provided to the users of the building before any application of herbicide(s)/pesticide(s) or other chemical pest control. OSHA requirements for Hazard Communication shall apply for the use of hazardous materials used in pest control. Copies of Material Safety Data Sheets (MSDS) for all chemicals applied shall be provided to the FAA before application. Only licensed applicators shall be allowed to apply chemicals. Herbicides/pesticides are not to be applied near the outside air intakes of the building during normal working hours and when the system is in operation.

C7-Warranty Of Space (8/02)

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

(b) The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased space the Government reserves the right to require the Lessor, at no cost to the GOVERNMENT, to take whatever corrective action as might be required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector including a visual examination and bulk sampling. All ACM survey reports are to be made available to the Real Estate Contracting Officer.

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

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

(e) Definitions.

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

(2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building. (8/02)

EXHIBIT-B

7Q1 - PAYMENT BY ELECTRONIC FUND TRANSFER (10/06):

(a) Method of payment.

1. All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) or (a) (3) of this lease. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts.
2. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either;
 - a. Accept payment by check or
 - b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
3. In the event that the Contractor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is not permanent, and the Contractor must register for EFT when the circumstances that justified the waiver change.

(b) *Contractor's EFT information.* The Government will make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration - Real Property"). If the Contractor is granted an exemption from CCR, the contractor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Contractor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will be deemed not a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of improper invoice and delays in accrued interest penalties apply.

(e) *Liability for incomplete or erroneous transfers.*

- (1) If an incomplete or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for,
 - (i) Making a correct payment;
 - (ii) Paying any late payment penalty due; and
 - (iii) Recovering any erroneously directed funds.

(2) If an incomplete or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and, (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or (ii) If the funds remain under the control of the payment office, the Government will make payment under the provisions of paragraph (d)) "Suspension of Payment".

(f) *EFT and payment terms.* A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Contractor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor or CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

(h) *EFT and Change of Name or Ownership Changes.* If the Contractor transfers ownership of the property under lease or changes its business name, it will follow the requirements of section (g) of clause, "Central Contractor Registration - Real Property".

(i) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) *Payment information.* The accounting office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Contractor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the internet by logging onto the website: <https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

Q2 - CENTRAL CONTRACTOR REGISTRATION - REAL PROPERTY. (OCT-06) (Note: Delete Q2, Q3, & Q4 if you use Q5, "CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06))

The FAA uses the Central Contractor Registration (CCR) system as the primary means to maintain Contractor information required for payment under any FAA contract.

(a) Definitions. As used in this clause for:

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Contractor" is synonymous with "Lessor" for real property leases or other contracts

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) By submission of an offer, the offeror acknowledges that:

- (1) A prospective awardee will be registered in the CCR database prior to award, during performance, and through final payment.
- (2) The offeror will enter, in the space provided on the clause, Contractor Identification Number Data Universal Numbering System (DUNS) Number - Real Property; the offerors DUNS or DUNS+4 number that identifies the offerors name/address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number:

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror will be prepared to provide the following information:

(i) Company* legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

* Individual (non-corporate) Lessors of real property that are not normally in the business of leasing real property: You should consider your leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as an sole proprietor when providing this information to Dunn & Bradstreet.

(d) If an otherwise successful Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror, if the Contracting Officer determines it to be in the best interests of the Government.

(e) Processing time, normally 48 hours, will be taken into consideration when registering. Offerors who are not registered will consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) Changes

(1) Name or Ownership Changes

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, Contractor will provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

a) Change the name in the CCR database;- Agree in writing to the timeline and procedures the Contracting Officer specifies to document the requested change in the contract. With notification, the Contractor will provide sufficient documentation to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the Contracting Officer.

(ii) The Contractor's entry of the name/ownership change in CCR does not relieve the Contractor of responsibility to provide proper notice of the name change to the Contracting Officer. The change in CCR cannot be made effective until the appropriate documentation/ supplemental agreement is executed by the Contracting Officer. Any discrepancy in payee information in CCR caused by a failure to fulfill the requirements specified in paragraph (g)(1) (i) above, will result in a discrepancy that is incorrect information, within the meaning of paragraph (d) Suspension of Payment of the electronic funds transfer (EFT) clause of this contract.

(2) Assignment of Claims. The Contractor will not change the name or address for EFT payments in the CCR or manual payments to reflect an assignee. Assignees must separately register in the CCR database. The Contractor will notify the Contracting Officer and will comply with the instructions for submitting an Assignment of Claims notification. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor, without proper notice to the Contracting Officer, is considered to be incorrect information within the meaning of the paragraph (d) "Suspension of payment" of the EFT clause of this contract.

(h) Exceptions to CCR. As provided for in AMS Procurement Toolbox Section T3.3.1.A-8, "Central Contractor Registration", certain contractors may qualify by limited exceptions to CCR waiver. If a contractor is determined by the Contracting Officer to merit justification of a waiver from CCR, then the contractor will provide initial payment information and any future vendor information changes to the Contracting Officer on the "Vendor Miscellaneous Payment Information" form, provided by the Contracting Officer. An alternate clause, "Contractor Payment Information- Non CCR" will be included in the contract and the lessor/vendor will comply with the terms of that clause. Having an exception from CCR does not excuse a vendor from EFT payment requirements, as required in the clause, "Payment by Electronic Fund Transfer - Real Property".

(i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

Q3 - CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER - REAL PROPERTY (OCT 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Fund Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror will provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to obtain one. Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "Central Contractor Registration-Real Property".

Q4 CERTIFICATION OF REGISTRATION - CENTRAL CONTRACTOR REGISTRATION (CCR) (10/06)

(a) In accordance with clause, "Central Contractor Registration-Real Property", and by submission of this offer, the offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number required in clause, "Contractor Identification Number-Data Universal Numbering System (DUNS) Number - Real Property".

(b) _____ / _____
Signature of Offeror /Date

Q5 - CONTRACTOR PAYMENT INFORMATION - NON-CCR (OCT-06) Delete if you utilize CCR clauses Q2, Q3 & Q4 above.

(a) The Central Contractor Registration system the FAA's required method to receive vendor information. However you have been granted an exception to CCR and therefore must provide your initial payment information and any future changes to your payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

(b) The Contractor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the contractor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph d, "Suspension of Payment" of clause "Payment by Electronic Fund Transfer - Real Property".

***47-11 CONSENT CALENDAR**

Approval of General Obligation Bonds – To Refund Certain
General Obligation Bonds.

**Report
of
Committee
on**

Budget & Appropriations

Submitted: February 21, 2012

Adopted: _____

Attest: _____

Fleeta L. 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:

***47-11 CONSENT CALENDAR**

APPROVAL OF GENERAL OBLIGATION BONDS - To Refund Certain General Obligation Bonds

BE IT RESOLVED, that having received the recommendation of the Mayor of the City of Bridgeport (the "City") with respect to the action authorized herein, the City Council of the City of Bridgeport hereby approves the issuance of general obligation bonds secured by the City's full faith and credit (the "Refunding Bonds"), in an amount up to \$90,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) refunding such portions of the outstanding maturities (including the payment of principal, accrued interest and any call premium) of the City's \$58,450,000 General Obligation Bonds, 2001 Series C (Tax-Exempt), the City's \$75,415,000 General Obligation Refunding Bonds, 2002 Series A, the City's \$28,630,000 General Obligation Bonds, 2003 Series A (Tax-Exempt), the City's \$26,880,000 General Obligation Bonds, 2004 Series A (Tax-Exempt), the City's \$59,210,000 General Obligation Bonds, 2006 Series B (Tax-Exempt), the City's \$48,380,000 General Obligation Bonds, 2007 Series A (Tax-Exempt), and such other outstanding general obligation bonds of the City (collectively, the "Prior Bonds") as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") to be in the best interest of the City to refund; and (ii) financing such additional costs and expenses, in an amount not to exceed ten percent (10%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, escrow fees, verification fees, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and

BE IT FURTHER RESOLVED, that the City Council, if the Officials deem it necessary, desirable or appropriate, appropriates and pledges for each year that the Refunding Bonds are outstanding, for the payment of the Refunding Bonds, all grant payments received by the City securing any and all of the Prior Bonds, and the City Council hereby authorizes the Officials to determine the terms and conditions of such pledge of security for the Refunding Bonds and whether or not, in fact, the City should grant such security, and the Officials are further authorized to take all such actions and execute all such documents to implement such security, all in such manner as such Officials shall determine to be in the best interest of the City; and



Report of Committee on Budget and Appropriations
*47-11 CONSENT CALENDAR

-2-

BE IT FURTHER RESOLVED, that the City Council authorizes and approves that the Refunding Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut General Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Refunding Bonds or which are contemplated by law; and

BE IT FURTHER RESOLVED, that the Officials, if they determine it to be advisable, necessary or appropriate, hereby are authorized, on behalf of the City, to enter into an indenture of trust and/or a supplemental indenture of trust (collectively, the "Indenture") with a bank or trust company located within or without the State of Connecticut (the "Trustee"), and to covenant (i) if the Refunding Bonds are issued pursuant to such Indenture that all or a portion of the City's property taxes shall be paid to the Trustee and be held in trust for the benefit of the holders of the Refunding Bonds as provided in Chapter 117 and other Chapters of the Connecticut General Statutes, and (ii) the terms on which any payments or reserves securing the payment of the Refunding Bonds will be paid, and the terms of any reserve or other fund for the benefit of the bondholders; and, in any event, to amend or supplement the Indenture containing such terms and conditions as the Officials shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Refunding Bonds on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Refunding Bonds; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Refunding Bonds, including the terms of any reserve that might be established as authorized herein and whether any of the Refunding Bonds issued will be issued as taxable bonds, all in such a manner as such Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by such Officials in order to issue, sell and deliver the Refunding Bonds; and



Report of Committee on Budget and Appropriations
*47-11 CONSENT CALENDAR

-3-

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials to call irrevocably for redemption such of the callable maturities of the Prior Bonds, as they shall determine to refund from the proceeds of the Refunding Bonds and other moneys as they may determine to make available for this purpose, and to defease such Prior Bonds by executing and delivering an escrow agreement in such form and upon such terms as they shall approve, such approval to be conclusively evidenced by their execution thereof. The Officials are hereby authorized, on behalf of the City, to make representations or agreements for the benefit of the holders of the Refunding Bonds which are necessary or appropriate to ensure the exemption of interest on the Refunding Bonds from taxation under the Internal Revenue Code of 1986, as amended; their respective approvals to be conclusively evidenced by their signatures on any such agreements or representations relating thereto; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials in connection with the issuance of the Refunding Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the restructuring of the City's debt, of which the Refunding Bonds are a component, and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and

BE IT FURTHER RESOLVED, that the Refunding 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 Refunding Bonds may be by facsimiles of such signatures printed on the Refunding Bonds, and each of such Officers is authorized to execute and deliver, on behalf of the City, all agreements, instruments and documents including, but not limited to a bond purchase agreement with the underwriter and an engagement letter with a financial advisor, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions.

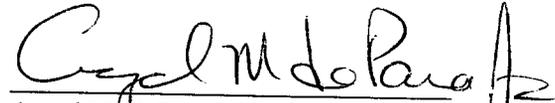


Report of Committee on Budget and Appropriations
*47-11 CONSENT CALENDAR

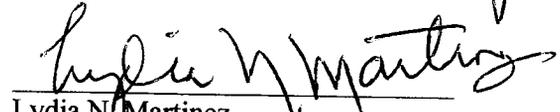
-4-

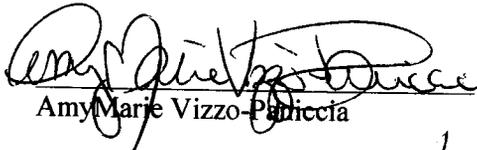
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

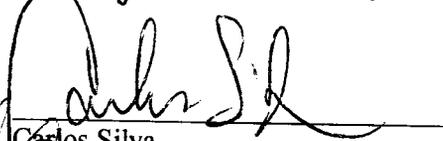

Robert P. Curwen, Sr., Co-Chairman

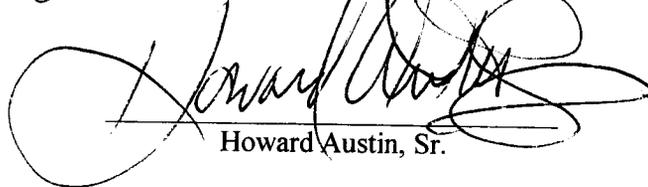

Angel M. dePara, Jr., Co-Chairman

Susan T. Brannelly


Lydia N. Martinez


Amy Marie Vizzo-Patriccia


Carlos Silva


Howard Austin, Sr.

Council Date: February 21, 2012

***48-11 CONSENT CALENDAR**

Approval of Tax Anticipation Notes to Pay Current Expenses and Obligations of the City (\$110,000,000).

**Report
of
Committee
on**

Budget & Appropriations

Submitted: February 21, 2012

Adopted: _____

Attest: _____

Fleeta G. Hudson
City Clerk-Hudson

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:

***48-11 CONSENT CALENDAR**

APPROVAL OF TAX ANTICIPATION NOTES To Pay Current Expenses and Obligations of the City

BE IT RESOLVED, that having received the recommendation of the Mayor of the City of Bridgeport (the "City") with respect to the action authorized herein, the City Council of the City of Bridgeport (the "City Council") hereby approves the appropriation of an amount up to \$110,000,000.00 and the issuance of general obligation tax anticipation notes secured by the City's full faith and credit (the "Notes"), in an aggregate amount up to \$110,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) paying current expenses and obligations of the City as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") to be in the best interest of the City to pay through the issuance of the Notes; and (ii) financing such additional costs and expenses, in an amount not to exceed one percent (1%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 112 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and

BE IT FURTHER RESOLVED, the Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes, including, but not limited to Section 7-405a of the Connecticut General Statutes, and to issue notes of the City in anticipation of the receipt of tax collections and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the provisions of this resolution and the Connecticut General Statutes; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Notes on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Notes; and



Report of Committee on Budget and Appropriations
*48-11 CONSENT CALENDAR

-2-

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Notes, including the terms of any reserve that might be established as authorized herein, whether any of the Notes issued will be issued as taxable notes and whether the Notes will be issued in one or more series on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Notes; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials in connection with the issuance of the Notes to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and other agreements for the purpose of managing the interest rate fluctuations and risks and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the issuance of the Notes and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and

BE IT FURTHER RESOLVED, that the Notes 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 Notes may be by facsimiles of such signatures printed on the Notes, 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.

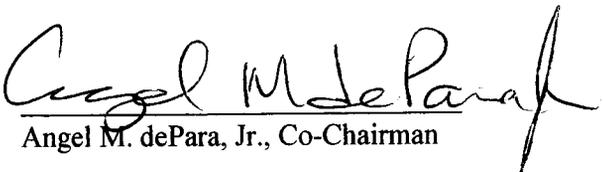


Report of Committee on Budget and Appropriations
*48-11 CONSENT CALENDAR

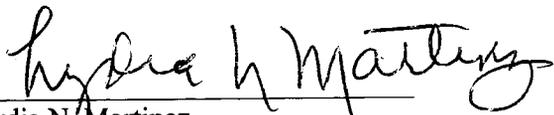
-3-

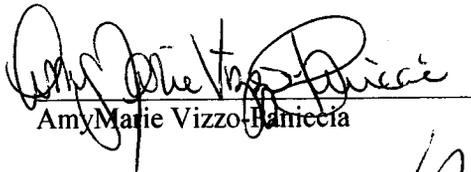
**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS**


Robert P. Curwen, Sr., Co-Chairman

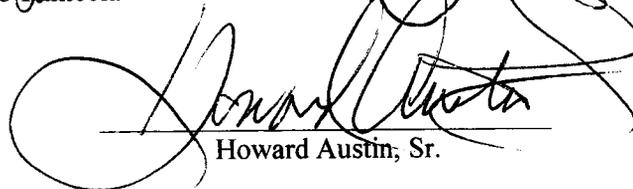

Angel M. dePara, Jr., Co-Chairman

Susan T. Brannelly


Lydia N. Martinez


Amy Marie Vizzo-Ramiccia


Carlos Silva


Howard Austin, Sr.

Council Date: February 21, 2012

***50-11 CONSENT CALENDAR**

Budget Modification to Fiscal Year 2011-2012 Civil
Service Budget From: Advertising Budget Line
01070000-53705 (\$25,000) To: Management Services
Line 01070000-56165 (\$25,000).

**Report
of
Committee
on**

Budget & Appropriations

Submitted: February 21, 2012

Adopted: _____

Attest: _____

Fleeta C. Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

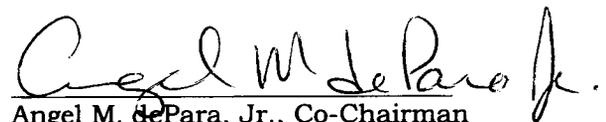
The Committee on **Budget and Appropriations** begs leave to report; and recommends for adoption the following resolution:

***50-11 CONSENT CALENDAR**

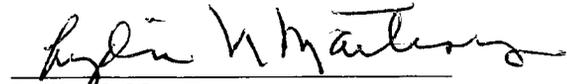
Resolved, That the attached Justification Document regarding a Budget Modification to Fiscal Year 2011-2012 Civil Service Budget From: Advertising Budget Line 01070000-53705 (\$25,000) To: Management Services Line 01070000-56165 (\$25,000) in order to pay invoices for numerous exams both entry and promotional be, and hereby is APPROVED.

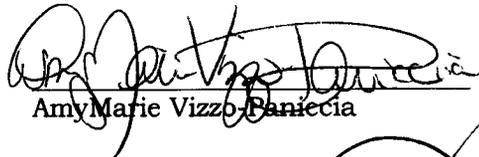
RESPECTFULLY SUBMITTED, THE COMMITTEE ON BUDGET AND APPROPRIATIONS


Robert P. Curwen, Sr., Co-Chairman

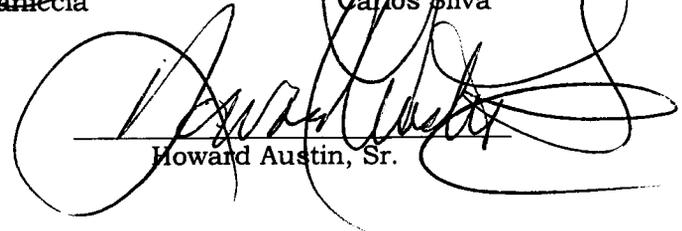

Angel M. DePara, Jr., Co-Chairman

Susan T. Brannelly


Lydia N. Martinez


Amy Marie Vizzo-Paniccia


Carlos Silva


Howard Austin, Sr.

**CITY OF BRIDGEPORT
Office of Policy & Management
JUSTIFICATION DOCUMENT**

BE IT RESOLVED:

That the Common Council of the City of Bridgeport finds that the unencumbered balance of the "transferred from" appropriation(s) listed below equals or exceeds the estimated expenditures of the City required for such purpose during the remainder of the current fiscal year. The Council finding that the remaining amount after transfer is sufficient for all expenditures of the City for the purpose thereof during the budget year is justified by the following determination of facts and actions taken:

Civil Service requests a budget modification to Fiscal Year 2011-2012 in the amount of \$25,000 from their Advertising budget to their management services budget. As a result of numerous exams, both entry and promotional, the management services line 0107000-56165 will be exhausted.

Appropriation Account Number	Allocated To	Approved Budget	Amount of Transfer	After Transfer
01070000-53705	From	\$55,356	(\$25,000)	\$30,356
01070000-56165	To	\$77,943	\$25,000	\$102,943
Total		\$133,299	\$0	\$133,299

REVENUES:

A. BE IT FURTHER RESOLVED:

That the Common Council finds that such transfer of funds will not reduce city revenues or revenue estimates for the current or future fiscal year.

COMMENTS:

Please make the above budget transfer revision to reflect a more accurate distribution of funds.

Chairman Budget/Appropriations Committee:

Date of action:

Org code: 01070000 CIVIL SERVICE Type: E
Object code: 53705 ADVERTISING SERVICES Status: A
Project code: *UNKNOWN* Budgetary: Y

Fund 01 GENERAL FUND
FUNCTION 01 GENERAL GOVERNMENT
AGENCY 008 CIVIL SERVICE
DEPARTMENT 070 CIVIL SERVICE
LOCATION 000 NO LOCATION
53705 ADVERTISING SERVICES
Project *UNKNOWN*

Full description: ADVERTISING SERVICES Short desc: AD SRVCS
Reference Acct: Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	4,613.00
02	269.00	14,731.00	.00	4,613.00
03	246.74	-309.48	.00	4,613.00
04	1,628.00	-177.50	.00	4,613.00
05	1,100.00	.00	.00	4,613.00
06	605.05	-550.21	.00	4,613.00
07	.00	.00	.00	4,613.00
08	.00	.00	.00	4,613.00
09	.00	.00	.00	4,613.00
10	.00	.00	.00	4,613.00
11	.00	.00	.00	4,613.00
12	.00	.00	.00	4,613.00
13	.00	.00	.00	.00
Tot:	3,848.79	13,693.81	.00	55,356.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	4,512.97	Original Budget	55,356.00
Encumbrances	13,638.97	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	18,151.94	Carry Fwd Budget	.00
Available Budget	37,204.06	Carry Fwd Bud Tfr	.00
Percent Used	32.79	Revised Budget	55,356.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	110,712.00
Actual-Last Yr	.00	BOE	55,356.00
Estim-Actual	55,356.00	OPM	55,356.00
	.00	MAYOR	55,356.00
		COUNCIL	55,356.00

02/02/2012 10:57
mark.anaeto

CITY OF BRIDGEPORT
G/L ACCOUNT - MASTER INQUIRY

PG 2
glactinq

PER	ACTUAL	LAST YEAR MONTHLY AMOUNTS	
		ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	9,226.00
02	.00	.00	9,226.00
03	.00	.00	9,226.00
04	.00	.00	9,226.00
05	.00	61,894.20	9,226.00
06	2,623.16	-2,623.16	9,226.00
07	.00	407.16	9,226.00
08	519.20	-519.20	9,226.00
09	407.16	-407.16	9,226.00
10	4,746.58	-4,746.58	9,226.00
11	86.78	-86.78	9,226.00
12	3,492.53	-53,918.48	9,226.00
13	.00	.00	.00
Tot:	11,875.41	.00	110,712.00

----- PRIOR YEARS		TOTAL AMOUNTS -----	
2011 Actual	11,875.41	2011 Orig Budget	110,712.00
2011 Closed @ YE	11,875.41	2011 Bud Tfr In	.00
2011 Encumbrance	.00	2011 Bud Tfr Out	.00
2011 Memo Bal	11,875.41	2011 C Fwd Budget	.00
2010 Actual	24,483.65	2011 Revsd Budget	110,712.00
2009 Actual	.00		
2008 Actual	.00	2010 Orig Budget	110,712.00
2007 Actual	.00	2010 Revsd Budget	101,824.00
2006 Actual	.00	2009 Orig Budget	.00
2005 Actual	.00	2009 Revsd Budget	.00
2004 Actual	.00		
2003 Actual	.00	2011	0.00
2002 Actual	.00	2010	0.00
		2009	0.00

----- FUTURE YEAR AMOUNTS -----			
PER	2013 BUDGET		BUDGET
00	.00	2013 DEPARTMENT	.00
01	.00	2013 BOE	.00
02	.00	2013 OPM	.00
03	.00	2013 MAYOR	.00
04	.00	2013 COUNCIL	.00
05	.00	2013 Revised	.00
06	.00	2014 Estimate	.00
07	.00	2015 Estimate	.00
08	.00	2016 Estimate	.00
09	.00	2017 Estimate	.00
10	.00		
11	.00	2013 Memo Bal	.00
12	.00	2013 Encumbrance	.00
13	.00	2013 Requisition	.00
Tot:	.00		

----- ACCOUNT NOTES -----

** END OF REPORT - Generated by Anaeto, Mark **

02/02/2012 10:57
mark.anaeto

CITY OF BRIDGEPORT
G/L ACCOUNT - MASTER INQUIRY

PG 1
glactinq

Org code: 01070000 CIVIL SERVICE Type: E
Object code: 56165 MANAGEMENT SERVICES Status: A
Project code: *UNKNOWN* Budgetary: Y

Fund 01 GENERAL FUND
FUNCTION 01 GENERAL GOVERNMENT
AGENCY 008 CIVIL SERVICE
DEPARTMENT 070 CIVIL SERVICE
LOCATION 000 NO LOCATION
56165 MANAGEMENT SERVICES
Project *UNKNOWN*

Full description: MANAGEMENT SERVICES Short desc: MNGMNT SRV
Reference Acct: Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	6,495.25
02	.00	.00	.00	6,495.25
03	60.00	.00	.00	6,495.25
04	.00	.00	.00	6,495.25
05	8,750.00	30,562.73	.00	6,495.25
06	32,066.57	-30,562.73	.00	6,495.25
07	.00	.00	.00	6,495.25
08	.00	.00	.00	6,495.25
09	.00	.00	.00	6,495.25
10	.00	.00	.00	6,495.25
11	.00	.00	.00	6,495.25
12	.00	.00	.00	6,495.25
13	.00	.00	.00	.00
Tot:	40,876.57	.00	.00	77,943.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	48,601.57	Original Budget	77,943.00
Encumbrances	6,652.04	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	55,253.61	Carry Fwd Budget	.00
Available Budget	22,689.39	Carry Fwd Bud Tfr	.00
Percent Used	70.89	Revised Budget	77,943.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	155,886.25
Actual-Last Yr	.00	BOE	77,943.00
Estim-Actual	77,943.00	OPM	77,943.00
	.00	MAYOR	77,943.00
		COUNCIL	77,943.00

02/02/2012 10:57
mark.anaeto

CITY OF BRIDGEPORT
G/L ACCOUNT - MASTER INQUIRY

PG 2
glactinq

LAST YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	565.00	12,990.53
02	565.00	21,690.00	12,990.52
03	21,760.00	-10,709.19	12,990.52
04	5,461.19	-4,695.00	12,990.52
05	5,327.70	4,886.00	12,990.52
06	6,164.83	-6,164.83	12,990.52
07	.00	16,504.00	12,990.52
08	6,725.00	7,774.95	12,990.52
09	5,779.00	4,721.00	12,990.52
10	19,234.95	-4,029.95	12,990.52
11	25,870.00	3,851.00	12,990.52
12	49,798.64	-34,392.98	12,990.52
13	.00	.00	.00
Tot:	146,686.31	.00	155,886.25

PRIOR YEARS TOTAL AMOUNTS

2011 Actual	146,686.31	2011 Orig Budget	155,886.25
2011 Closed @ YE	146,686.31	2011 Bud Tfr In	.00
2011 Encumbrance	.00	2011 Bud Tfr Out	.00
2011 Memo Bal	146,686.31	2011 C Fwd Budget	.00
2010 Actual	104,910.09	2011 Revsd Budget	155,886.25
2009 Actual	.00	2010 Orig Budget	197,410.00
2008 Actual	.00	2010 Revsd Budget	150,441.87
2007 Actual	.00	2009 Orig Budget	.00
2006 Actual	.00	2009 Revsd Budget	.00
2005 Actual	.00		
2004 Actual	.00		
2003 Actual	.00	2011	0.00
2002 Actual	.00	2010	0.00
		2009	0.00

FUTURE YEAR AMOUNTS

PER	2013 BUDGET		BUDGET
00	.00	2013 DEPARTMENT	.00
01	.00	2013 BOE	.00
02	.00	2013 OPM	.00
03	.00	2013 MAYOR	.00
04	.00	2013 COUNCIL	.00
05	.00	2013 Revised	.00
06	.00	2014 Estimate	.00
07	.00	2015 Estimate	.00
08	.00	2016 Estimate	.00
09	.00	2017 Estimate	.00
10	.00		
11	.00	2013 Memo Bal	.00
12	.00	2013 Encumbrance	.00
13	.00	2013 Requisition	.00
Tot:	.00		

ACCOUNT NOTES

** END OF REPORT - Generated by Anaeto, Mark **



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:

38-11

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

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

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

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

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

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

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

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

Resolved, that the attached "Lease and Option to Purchase Agreement" for 485 Howard Avenue, or an amended document substantially consistent with it, is hereby approved; and be it further



Report of Committee on Contracts Committee
38-11

-2-

Resolved, that the Mayor or the Director of the Office of Planning and Economic Development, 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

Susan Brannelly, Co-chair

M. Evette Brantley

James Holloway

AmyMarie Vizzo-Paniccia

Angel M. dePara, Jr.,

Richard Paoletto

City Council Date: February 21, 2012
Tabled on: February 21, 2012

LEASE AND OPTION TO PURCHASE AGREEMENT

THIS AGREEMENT made as of this ___ day of _____ in the year 2012 between **Four Kids Enterprises, LLC**, a limited liability company organized under the laws of the State of Connecticut, with offices located at 485 Howard Avenue in the City of Bridgeport, County of Fairfield and State of Connecticut, (hereinafter designated as the "**Lessor**") and the **CITY OF BRIDGEPORT**, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 (hereinafter designated as the "**Lessee**").

WITNESSETH:

1. **PREMISES.** In consideration of the rents and covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor does hereby demises and leases unto the Lessee the land and improvements located at 485 Howard Avenue, in the City of Bridgeport, Fairfield County, Connecticut as more particularly set forth and described on **Schedule A** attached hereto and made a part hereof ("**Premises**").

2. **TERM; USE; CONFIDENTIALITY.** (a) The Lessor grants to the Lessee the exclusive right to occupy said Premises in quiet and undisturbed possession for a term of three (3) years commencing either (i) the first day of March, 2012 or (ii) such other date that is the first day of the month following approval of this Agreement by the Bridgeport City Council, or (iii) such other date as the parties may mutually agree, provided that Lessee makes all payments hereinafter provided ("**Term**"). The Premises shall be used and occupied by the Lessee for no other purpose than that for which the Premises are leased, namely operations and activities of the Bridgeport Police Department ("**Use**"). Due to the confidential nature of police operations, the Lessor agrees to enter into a confidentiality agreement ("**Confidentiality Agreement**") in the form attached hereto as **Schedule B**.

3. **RENT.** Lessee agrees to pay to the Lessor as rent for the Premises annually the sum of One Hundred Fifty-Seven Thousand (\$157,000.00) Dollars ("**Rent**"), which Rent shall be paid in equal monthly installments of Thirteen Thousand Eighty-Three and 33/100 (\$13,083.33) Dollars on the first day of each and every month during the Term hereof, in advance. The Lessor agrees that the Lessee shall pay the Rent monthly on the Lessor's behalf to the Lessor's lender, the Grow America Fund ("**Lender**") in connection with that certain [promissory note and mortgage dated _____ and recorded in Book _____ at Page _____ of the Bridgeport Land Records] at the following address or at such other address as the Lender shall designate from time to time:

Rent goes to bank

[Lender Address]

4. **WASTE AND REPAIRS.** Lessee agrees to keep the entire Premises in good repair, and at the end of the Term shall deliver the Premises to the Lessor in good order and condition, reasonable wear and tear and deterioration by the elements excepted.

5. **PROHIBITION AGAINST ASSIGNMENT, SUBLETTING, AND ALTERATIONS.** The Lessee shall not assign, sublet, mortgage or pledge this Agreement, nor let the whole or any part of the Premises, nor make any structural alterations in the Premises without the Lessor's prior written consent, which the Lessor agrees will not be unreasonably withheld or delayed; nor in any event permit the Premises to be occupied for any business or purpose deemed illegal, disreputable, or extra hazardous on account of fire, nor permit anything to be done in the Premises that will in any way increase the rate of fire insurance on the building or on the property kept herein; and in the event that, by reason of acts of the Lessee, there

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

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

7. INDEMNIFICATION; SELF-INSURANCE.

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

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

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

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

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

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

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

11. SIGNS. The Lessee shall not place any signs at, in, or about the Premises except as and where first approved by the Lessor, and the Lessor shall have the right to remove any sign when and if approved in order to paint the building or Premises or make other repairs or alterations.

12. CONDEMNATION. If the Premises shall be taken or condemned in whole or in part, then the term of this Agreement shall, at the option of the Lessor, forthwith cease and terminate, and the Lessor shall be entitled to that portion of the award relating to the ownership of the land and the Lessee shall be entitled to receive the value of its leasehold interest and improvements in the Premises and the Rent shall abate proportionately in the case of a partial taking of the Premises demised under this Agreement.

13. REAL ESTATE TAXES. Real estate taxes due and payable by Lessor on the Premises shall be deemed included in the Rent payable hereunder. Real estate taxes must be paid current at the execution of this Lease. Lessor shall be responsible for paying all real estate taxes in a timely manner and shall provide the Lessee with evidence of payment no later than January 31st and July 31st of each year during the Term, provided, however, that, so long as the Rent is being paid by the Lessee to the Lender, the Lender shall pay all real estate taxes in a timely manner.

14. WAIVER OF BREACH. No waiver at any time of the right to terminate this agreement shall impair the right of the Lessor to insist upon such termination in the event of the Lessor subsequently acquiring such right, nor shall the acceptance of Rent at any time constitute such waiver or waiver of damages, and in addition to any other remedies which the Lessor may have, the Lessor may apply for and obtain an injunction to enforce the Lessor's rights.

15. MORTGAGES. This Agreement is and shall always be subordinate to any mortgage or mortgages obtained from a bona fide lending institution, which now or shall at any time be placed upon the Premises, and the Lessee agrees to execute and deliver any instrument, without cost, which may be deemed necessary to further effect the subordination of this Agreement to any such mortgage or mortgages. During the Term, the Lessee may request a non-disturbance agreement from any mortgage holder.

16. LIEN FOR RENT. All property of the Lessee in or upon the Premises is hereby subjected to a lien in favor of the Lessor and shall be and remain subject to such lien of the Lessor for the payment of all rents and other sums agreed to be paid by the Lessee herein should the Lessee herein be in default of any payment or other obligation to the Lessor which remains unpaid after notice of default and failure to cure.

17. MODIFICATION. No provisions of this Agreement shall be waived or altered except by written endorsement hereon or attached hereto and signed by the Lessor and Lessee.

18. NUISANCES. The business of the Lessee will be conducted in such a manner as not to create any nuisance nor to interfere with, annoy or disturb other tenants or the Lessor in the management of the building.

19. FIRE CLAUSE. In the event that the Premises leased, or the building of which the same is a part, shall be partially damaged by fire or the elements, the Lessee shall give immediate notice thereof to the Lessor, and the same shall be repaired as speedily as possible (but due allowance shall be made for any delay arising in connection with adjustment of the fire insurance loss, or from other causes beyond the Lessor's or the Lessee's sole control) and the Rent accruing to the Lessor shall not cease. The Lessee shall be responsible for making prompt repairs to the Premises if the damage was caused by Lessee's negligence and in all other cases such repairs shall be the responsibility of the Lessor as beneficiary under

Taxes must be current

Taxes included in rent

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

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

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

22. RULES AND REGULATIONS. The Lessor shall at all times have the right to make such rules and regulations as may be deemed proper or advisable for the safety, care and cleanliness of the Premises and for the preservation of good order therein, all of which rules and regulations shall be carried out and observed by the Lessee. Lessee agrees to abide by the existing rules and regulations, which rules may be changed or amended from time to time at the option of the Lessor. Such rules and regulations are attached hereto as **Schedule D**.

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

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

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

Lease
endures
foreclosure

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

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

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

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

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

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

29. DISPUTE RESOLUTION.

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

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

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

32. ENTIRE AGREEMENT. This Agreement and the exhibits and schedules attached hereto contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Any correspondence, communications or other agreement or understanding with respect to this transaction occurring at or prior to the execution and delivery hereof, including any previous agreement or communication relating thereto between the parties, is specifically superseded by this Agreement and shall be of no effect in interpreting this Agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

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

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

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

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

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

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

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

Exclusive
Option
to
Purchase
at
Fair
Market
Value

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

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

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

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

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

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

36. MISCELLANEOUS

(a) Nondiscrimination. The Lessee agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations (see Municipal Code of Ordinances, Chapter 3.12) on the grounds of race, color, national origin, religion, sex, sexual orientation, disability or veteran status, marital status, mental retardation or physical disability in any manner prohibited by the laws of the United States or of the State of Connecticut.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, Sealed and Delivered

LESSOR

In the Presence of:

Name:
Title:
Duly-authorized

Signed, Sealed and Delivered
In the Presence of:

LESSEE

Name:
Title:
Duly-authorized

LENDER

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

*Bank Acknowledgement
Payments to the bank*

Name:
Title:
Duly-authorized

Schedule A

Description of the Demised Premises

Schedule B

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is entered into effective this ____ day of ____, 2012 by and between **Four Kids Enterprises, LLC** ("Lessor") and the **City of Bridgeport** ("Lessee").

RECITALS

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

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

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

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

1. **CONFIDENTIAL INFORMATION**

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

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

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

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

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

2. **INJUNCTIVE RELIEF**

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

3. **GENERAL**

- a. All notices hereunder shall be in writing in the manner set forth in the Lease.
- b. The laws of the State of Connecticut shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement without regard to conflicts of laws principles.

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

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

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

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

Lessor

By _____
Name
Title

CITY OF BRIDGEPORT

By: _____
Name
Title

Schedule C

Self-Insurance Letter

[Date]

[Addressee]

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

Dear _____:

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

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

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

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

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

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

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

Very truly yours,

Mark T. Anastasi, City Attorney

Schedule D

Rules and Regulations



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

BILL FINCH

Mayor January 10, 2012

Donald C. Eversley
Director

Steve Bachleda
Four Kids Enterprises, LLC
485 Howard Avenue
Bridgeport, CT 06604

**Re: Acknowledgement and Acceptance of Terms
Lease-Purchase Offer -485 Howard Avenue**

Dear Mr. Bachleda:

This letter outlines the terms by which the City of Bridgeport ("Tenant"), subject to City Council approval, proposes to enter into a "Lease and Option to Purchase Agreement" with Four Kids Enterprises LLC ("Landlord") for 485 Howard Avenue.

- WJF
- 3/11/2012 JB
- 1) Beginning 9/1/2010, Tenant shall lease the entirety of the building and property.
 - 2) The annual lease payment shall be \$157,000 per year.
 - 3) The annual lease payment amount is due in twelve monthly payments of \$13,083.33.
 - 4) The annual lease payment shall cover rent and real estate taxes.
 - 5) Landlord shall pay real estate taxes in full and shall provide tenant with documentation of payment by January 8th and July 8th of each year.
 - 6) The annual lease payment shall not cover building insurance or utilities.
 - 7) Tenant shall have exclusive and sole use of the building and property.
 - 8) Tenant shall be responsible for its own fit-up costs.
 - 9) Lease term shall be for three years from commencement.
 - 10) Upon lease execution, Tenant shall have an exclusive option to purchase the property.
 - 11) The exclusive option to purchase shall run for three years from lease commencement.
 - 12) Purchase price under option shall be fair market value as determined by independent appraisal commissioned by the City of Bridgeport at the time of proposed purchase.
 - 13) Tenant's rights, including the right of exclusive option shall survive any change of ownership or foreclosure action.
 - 14) The City Attorney's Office shall draft the required lease and option agreement.
 - 15) Landlord's signature below signifies agreement with these terms.

Thank you.

Bill Coleman
Director of Neighborhood Development
City Planning & Economic Development

Acknowledged and Agreed:

Steve Bachleda
Managing Member
Four Kids Enterprises LLC

To: City Council
Fr: Bill Coleman, OPED
Date: 1/10/2012
Re: RFP Results and Recommendation – Police Services Building

485 Howard Avenue is the recommendation of Police Dept and OPED

Police Perspective

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

OPED Perspective

- * Avoids Destabilization and Blight of foreclosure
- * Supports West End Redevelopment Area (Batalla, Chaves, AKDO, Dari, Bead, etc)
- * Supports Grow America Fund in community lending (10 deals leveraging City \$)
- * Finance Office deems rent to be a cost-neutral move for the police department
- * Lease with Exclusive Option to Purchase at Appraised Value gives City control

Other Buildings

Police 2nd Preference was New Construction – 1558 Barnum Avenue

- * Build to Suit obviously would meet needs
- * New Building would present attractive work environment
- * Pad-Site, among three other sites, doesn't offer complete stand alone, but manageable
- * OPED notes higher cost of new construction, which means it is not cost neutral
- * OPED notes the wait time for new construction
- * OPED notes that the site is a reclaimed brownfield (w City EPA brownfield loan)

Police 3rd Preference was a Portion of the Property at 750 South Ave

- * Building had requisite space, although it was not column free clear span as at Howard
- * Building had office space, though not as attractive as Howard
- * Garage access is through State right-of-way, which would have to be addressed
- * Location of building under highway presented strategic concerns to police dept
- * Within a larger parcel, still to be developed, means future uncertainty next door
- * OPED notes that South Ave and Howard Ave are both cost neutral

Four Unacceptable Buildings

Too cut up or too dirty or too small or too wet.

MEETING DATE: February 21, 2012

NO. 38-11

COMMITTEE:

REFERRED TO COMM.:

SUBJECT: Lease and Option to Purchase Agreement for 485 Howard Avenue to be used by the Police Department.

MOTION BY: *McCarthy*

2ND BY: *Holloway*

APPROVED _____ DENIED _____ TABLED _____ REF. TO COMM. _____

REMARKS:

Holloway: *motion - to table*
Brannelly: *approved*

	YES	NO
Susan T. Brannelly		
Martin C. McCarthy		
Leticia Colon		
Denese Taylor-Moye		
John W. Olson		
M. Evette Brantley		
Thomas C. McCarthy		
Howard Austin, Sr.		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Richard Bonney	<i>absent</i>	
Warren Blunt		
Angel M. dePara, Jr.		
Carlos Silva		
Manual Ayala		
Lydia N. Martinez		
Richard M. Paoletto, Jr.	<i>absent</i>	
Robert P. Curwen, Sr.		
Andre F. Baker, Jr.		
James Holloway		

RECEIVED
POLICE OFFICE
2012 FEB 22 A 8:43

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

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

Comm. #61-11 Ref'd to Miscellaneous Matters
on February 21, 2012 (OFF THE FLOOR).

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

February 21, 2012

Re: Proposed Settlement of Pending Litigation in the Matter of Jerilyn Sedelnik v. COB

Dear Councilpersons:

The Office of the City Attorney respectfully recommends the following pending lawsuit be settled as set forth below. It is our professional opinion that resolving this matter for the consideration agreed to between the parties is in the best interests of the City of Bridgeport.

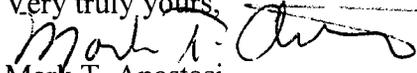
Plaintiff	Nature of Claim	Plaintiff's Attorney	Consideration
Jerilyn Sedelnik	Age Discrimination	Thomas W. Bucci, Esq.	\$65,000

Kindly introduce the following motions to place this matter on the Agenda for the City Council meeting on February 21, 2012 for referral to the Miscellaneous Matters Committee only:

- (1) Motion to Add Matter to the Agenda – 2/3 majority vote of those present and voting required.
- (2) Motion to Refer Matter to the Misc. Matters Committee – simple majority vote required.

Thank you for your assistance in this matter.

Very truly yours,


Mark T. Anastasi
City Attorney

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

RECEIVED
CITY ATTORNEY
FEB 21 2012
09