

AGENDA
CITY COUNCIL MEETING
MONDAY, MARCH 5, 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: February 6, 2012

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 62-11** Communication from OPED re: Proposed Agreement with National Development Council regarding Community and Economic Development Advisement, referred to Contracts Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *37-11** Economic and Community Development and Environment Committee Report re: Agreement to fix the Assessment at 287 Clinton Avenue in support of the Elias Howe School Elderly Affordable Housing Development.
- *46-11** Economic and Community Development and Environment Committee Report re: (Ref. # 124-04) Resolution for the Sub-Lease of Connecticut Department of Transportation Property to The Mercy Learning Center.
- *24-11** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Elda Blanca.
- *40-11** Miscellaneous Matters Committee Report re: Appointment of Michael Jeffrey Smith (D) to the Stratfield Historic District.
- *41-11** Miscellaneous Matters Committee Report re: Appointment of Robert J. Filotei (R) to the Planning and Zoning Commission.
- *44-11** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Ronald Sheiman.
- *61-11** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Jerilyn Sedelnik.

UNFINISHED BUSINESS:

- 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
MONDAY, MARCH 5, 2012
6:30 PM

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

ABSENT: Council members: Brantley, Bonney, Blunt, Baker

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

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

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

Cecil Young - mentioned the proposed youth curfew to ask if it was still in the works. He made a request that police officers go through sensitivity training to avoid any kind of oppression if the curfew becomes an ordinance. He also commented that video recordings should be used for reporting any incidences.

He went on to talk about his past termination, noting that there is suppose to be a pre-trial this month and he noted that the award was being vacated. He said it was important that the matter be heard to see due justice.

He went on to thank the Supreme Court for what they did regarding the Board of Education decision being overturned to remove the board members.

He repeated that he planned to file a lawsuit for the alleged attack on him that occurred in the past.

Clyde Nicholson – spoke about the many citizens that come before the city council to talk about various issues. He thought it was unfair that they never receive a response to their complaint in writing. He made a request that all complaints should receive a written

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response within thirty days. He recalled incidents and complaints he spoke about and has never heard any feedback about them.

He further spoke about the Board of Education and he expressed that he didn't think the state had the right to take away the citizen's rights as it pertained to election of the board members.

He mentioned the Mayor and he questioned what his intent was to do something about the killings in Bridgeport. He emphasized that he didn't think he cared about black people at all. He further noted that he has never seen Mayor Finch at a public speaking session.

He closed to say that he has heard people ask him why he continues coming before the city council to speak and he requested once again that all the speakers receive a response after their complaints are heard.

Amos Brown – spoke about coming before the city council and never receiving a response as Mr. Nicholson stated. He talked about the recent drive by shootings and he said the only way to solve the problem is to make a law stiff enough to curb the killings. He stressed that it's devastating when a parent loses a child. He further pointed out that he hasn't heard from the city council or the Mayor about the murders happening. He stated that the incidents are only going on in the urban communities. He felt strongly that a law must be made to stop the killings.

Cecilia Chavez – presented some pictures to Tom White. She was there to speak as the captain of the community garden located at 1034 State Street. She expressed that being involved with the gardens has been the best experience of her life by getting involved in the community. She said she was before the council to make sure that they receive the grant money so the garden can keep functioning. She explained that the funds will be used for tools and to maintain the garden. She said there were at least five families who are waiting to find out if they will have produce this summer for their families. She noted that the garden is completely covered with garbage and it needs to be cleaned up. She repeated that she hoped the grant will be approved so they can get a shed, tools and other materials.

Andrienne Ashley – spoke about the community garden in her neighborhood. She said this was her third year being involved with them. She questioned why there has been a lock on the garden for three years, noting that it was time to get into the garden. She questioned who would be in charge, noting that she is currently the captain of the garden. She relayed that the former captain asked her to take over. She asked again what would be done and how soon. She stressed how critical it is and that it's a lovely community spot. She said it helps provide produce to at least six families.

Brian McInerney – stated that they received \$46k for six gardens during 2011, noting that the funding was sorely needed to improve the gardens. He recalled that he approached the city first about the matter, but they never responded to the environmental request. He said he then approached the Bridgeport Community Land Trust and there was a deadline involved to submit the application. He stated that he would like to see the city continue to partner with them and he hoped the city council would approve the request.

The public hearing session closed at 7:10 pm.

CITY of BRIDGEPORT

CITY COUNCIL MEETING

MONDAY, MARCH 5, 2012

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

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

ABSENT: Council member: Austin

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

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

Mayor Finch acknowledged that the city lost two men last week. He recognized Council member Brannelly and Council member Vizzo-Paniccia to say a few words about them:

Council member Brannelly expressed that last week, Rick Porto passed away due to pancreatic cancer. She stated that he loved Bridgeport, his family, his friends and doo wop music. He was active in the Barnum Festival as the former ring master and he volunteered his entire adult life. She further expressed that he was a tremendous person and friend and he had many allies in the Democratic Party.

Council member Vizzo-Paniccia expressed that John Arcudi was a Bridgeport resident. She said she met him during 1986 through the Italian organization. She said he had been ill for several years, but he was always dedicated to the city, his family and friends. She said he would be missed. She relayed that when you talked to him, you learned a lot. She further noted that he served with General Patton.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: February 6, 2012

- ** COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES**
- ** COUNCIL MEMBER VIZZO-PANICCIA SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 62-11** Communication from OPED re: Proposed Agreement with National Development Council regarding Community and Economic Development Advisement, referred to Contracts Committee.
- ** COUNCIL MEMBER PAOLETTO MOVED TO REFER COMMUNICATIONS TO BE REFERRED TO COMMITTEES**
- ** COUNCIL MEMBER LYONS 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 items into the record.

- *37-11** Economic and Community Development and Environment Committee Report re: Agreement to fix the Assessment at 287 Clinton Avenue in support of the Elias Howe School Elderly Affordable Housing Development.
- *46-11** Economic and Community Development and Environment Committee Report re: (Ref. # 124-04) Resolution for the Sub-Lease of Connecticut Department of Transportation Property to The Mercy Learning Center.

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- *61-11** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Jerilyn Sedelnik.

- ** COUNCIL MEMBER M. McCARTHY MOVED TO APPROVE**
- ** COUNCL MEMBER BRANNELLY SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

UNFINISHED BUSINESS:

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

- ** COUNCIL MEMBER M. McCARTHY MOVED TO APPROVE**
- ** COUNCIL MEMBER T. McCARTHY SECONDED**

Council member Holloway asked someone from the Office of Planning & Economic Development to come forward and explain the details about the item.

Bill Coleman, OPED approached the city council and stated that they had an option to purchase the property located at 485 Howard Avenue. He said the agreement came out of the direction given by the city council – *Tom White distributed information pertaining to the item.*

Council member Holloway requested a 5-minute recess to allow the council members to review the information.

Mayor Finch called for a recess at 7:25 pm.

Mayor Finch reconvened the meeting at 7:30 pm.

Council member T. McCarthy pointed out that the information reviewed was emailed a week ago and the document outlined the substituted language that was being proposed. He clarified that the purchase wouldn't be done nor any action taken until all the taxes are paid – *the document outlined the language pertaining to the matter.*

**** COUNCIL MEMBER BRANNELLY MOVED TO AMEND THE RESOLUTION BY SUBSTITUTION**

****It was clarified that the resolution was being amended by substituting the language – submitted to city clerk.***

**** COUNCIL MEMBER M. McCARTHY SECONDED**

Council member Holloway recalled a heated discussion the committee had two weeks ago regarding this item. However, he stated that he thought this case was initially a bad deal. He commended Council member Brannelly for what she did by submitting the new language.

Council member Baker asked what the market value of the property currently was. Mr. Coleman said it was valued at \$783k and debt on the building is over \$2 million.

Council member dePara asked for clarification if the amended document is being used to substitute the original document. He questioned if the wording pertaining to the lease had been eliminated. Mr. Coleman said yes.

**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BRANNELLY MOVED TO AMEND THE OPTION TO PURCHASE AGREEMENT BY SUBSTITUTION – *submitted to the city clerk's office***

**** COUNCIL MEMBER M. McCARTHY SECONDED**

**** MOTION PASSED UNANIMOUSLY**

New business:

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

- ** COUNCIL MEMBER BRANNELLY MOVED TO REFER RESOLUTION RE: THE LEASING OF A NEW FLEET OF GOLF CARTS AND RELATED EQUIPMENT CONSISTING OF 120 NEW GOLF CARTS, 5 RANGER VEHICLES AND 5 UTILITY VEHICLES TO THE CONTRACTS COMMITTEE (ITEM # 63-11)**
- ** COUNCIL MEMBER PAOLETTO SECONDED**
- ** MOTION PASSED UNANIMOUSLY**

ADJOURNMENT

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

The meeting adjourned at 7:40 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

BILL FINCH
Mayor

Donald C. Eversley
Director

COMM. #62-11 Referred to Contracts Committee on
03/05/2012

February 29, 2012

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

RE: Agreement By and Between City of Bridgeport and National Development Council

Dear Honorable Body:

Please find attached for your consideration and approval a resolution regarding the
aforementioned Agreement.

As some might recall, at the request of the City Council this office conducted a Request
for Qualifications process in 2009 for the services the National Development Council
(NDC) has traditionally provided. NDC was selected through that process, and the
process was thoroughly reviewed and approved by the City's Board of Public Purchases
and the Purchasing Department.

This office, in the firm belief that another RFQ would have the same outcome, has
requested from the Purchasing Department a waiver of the competitive bidding
requirement, on the basis of a Qualified Purchase, pursuant to 3.08.070 G. 2. (i) of the
City Contract and Purchasing Procedures. The request for a Qualified Purchase was
granted.

The National Development Council (NDC) has been an integral part of the City's
economic and community development efforts for well over a decade, instrumental in the
establishment of the Grow Bridgeport Fund, and an important advisor to its successor
organization, the Community Capital Fund.

NDC has been a successful recipient of New Market Tax Credit allocations from the US
Department of the Treasury. Utilizing its allocations of New Market Tax Credits from the

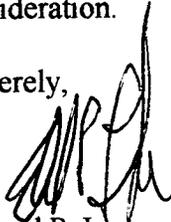
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federal government, and other resources, NDC has facilitated or directly funded more than \$60 Million in private development projects in Bridgeport since 2006.

Among other activities, NDC has played and is expected to continue to play a key role serving the City's Community Development Office in the US HUD required "layering analysis" for HOME funded housing projects, and has served the City as a key intermediary with the CT Department of Economic and Community Development, Connecticut Housing Finance Authority, and the Connecticut Development Authority.

OPED's 2012-13 requested budget for Supportive Contributions will include this contract with NDC. A representative of this office will be in attendance at your meetings, prepared to discuss the City's engagement of NDC in detail. Thank you for your consideration.

Sincerely,



Edward P. Lavernoich
Deputy Director

Cc. Mayor Bill Finch
Adam Wood, Chief of Staff
Donald Eversley, OPED Director
Ronald Pacacha, Associate City Attorney

Attachments

Resolution by the Bridgeport City Council
Regarding an
Agreement By and Between
City of Bridgeport, CT
and
National Development Council

WHEREAS, the City is desirous of continuing to receive professional services of an economic development finance advisor to develop and assist in the implementation of the City's community and economic development programs; and

WHEREAS, the National Development Council, is the oldest national non profit community development organization in the United States, having worked with communities in every state and Puerto Rico to promote the flow of capital for jobs, investment and community development; and

WHEREAS, NDC has provided the City with such economic and community development services since 1994 and has become a valuable resource for the economic development delivery system in the City of Bridgeport; and

WHEREAS, NDC has provided or facilitated over \$60 Million of financial assistance to Bridgeport businesses and real estate projects through its affiliated small business lending company and federal tax credit programs; and

WHEREAS, NDC is willing to continue to provide, on such terms and conditions as are described in the attached contract, technical assistance and access to economic development products to the City, utilizing its expertise in financing economic and community development; and

WHEREAS, the City Council has typically approved a Supportive Contributions line item in the budget for the Office of Planning and Economic Development that specifically contemplates the aforementioned services.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor or Director of the Office of Planning and Economic Development is authorized to execute the Agreement substantially in the form attached hereto, and to take all other necessary actions and do such other things that are consistent with this resolution, for a term that may be renewed annually to cover no more than three (3) City of Bridgeport Fiscal Years, the last being FY 2014-15, subject to the availability of funds.

**AGREEMENT BY AND BETWEEN
CITY OF BRIDGEPORT, CT
AND
NATIONAL DEVELOPMENT COUNCIL
REGARDING
COMMUNITY AND ECONOMIC DEVELOPMENT ADVISEMENT**

This Agreement is made and entered into this _____, by and between the **CITY OF BRIDGEPORT, CONNECTICUT**, a public benefit corporation whose address is 45 Lyon Terrace, Bridgeport, CT 06604 (hereinafter called the "CITY") and **NATIONAL DEVELOPMENT COUNCIL** (hereinafter referred to as "NDC" or the "Contractor"), a New York non-profit corporation, which is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, whose address is 708 Third Avenue, Suite 710, New York, New York 10017,

WITNESSETH THAT:

WHEREAS, the City is desirous of continuing to receive professional services of an advisor to develop and assist in the implementation of the City's community and economic development programs;

WHEREAS, the City originally contracted with NDC at the suggestion of the State of Connecticut and its Department of Economic Development;

WHEREAS, NDC has provided the City with such economic and community development services and has become a valuable resource for the economic development delivery system in the City of Bridgeport;

WHEREAS, NDC has established a Connecticut office in the City of Bridgeport;

WHEREAS, NDC is willing to continue to provide, on such terms and conditions as are hereinafter provided, technical assistance to the City utilizing its expertise in economic and community development activities and housing.

NOW THEREFORE, in consideration of the above-mentioned premises and of the mutual covenants contained herein, the parties hereto agree as follows:

I. SCOPE OF SERVICES

The City acknowledges that NDC regularly performs services for various governmental agencies and public benefit corporations located across the United States. The purpose of this Agreement is to set forth the terms upon which NDC will provide the City with assistance it has requested, which is generally described as in Exhibit A. NDC agrees to perform such services as are requested by the City and to provide such services, as it deems necessary to accomplish the goals requested. Exhibit A attached hereto fully describes the services to be offered to the City by NDC. In performing the requested services, NDC shall consult with officers and employees of the City of Bridgeport and shall meet, as appropriate, with such representatives or other entities when necessary, including without limitation, State of Connecticut Department of Economic and Community Development, Connecticut Housing Finance Authority, Connecticut Development Authority, U.S. Department of Housing and Urban Development, commercial bank representatives, developers, community development corporations, economic development intermediaries, and Federal economic and housing officials.

The person in charge of administering this Agreement on behalf of the City shall be Edward Lavernoch, Deputy Director of Economic Development, or other such person as the City of Bridgeport shall designate in writing.

The person(s) responsible for the services to be rendered on behalf of NDC shall be Kevin Gremse, and/or Daniel Marsh, Directors of NDC, or other qualified person as is designated in writing by NDC and accepted by the City.

II. DURATION, TERMINATION

NDC agrees to commence work for the City effective July 1, 2012 and shall continue providing technical assistance for twelve (12) months. Either party may, at any time, terminate this Agreement with or without cause by sending written notice to the other party, in which event this Agreement shall be terminated effective 48 hours after receipt of such notice. This Agreement is renewable and effective upon written notice to NDC from the City. Such written notice will be provided within thirty (30) days of the end of the contract term. In the event of renewal of this Agreement the compensation payable for such renewal period shall be as provided in Section III.

III. COMPENSATION

The City shall compensate NDC for performance of services received hereunder in the total amount of eighty thousand dollars (\$80,000). The City's portion will be payable in twelve (12) monthly installments of six thousand six hundred and sixty six dollars and sixty six cents (\$6,666.66). The base fee amount includes all of NDC's time, travel expenses, supplies, postage, telephone, and other similar expenses. As an independent contractor, NDC is responsible for all taxes and other benefits of the employees of NDC and nothing contained herein shall be interpreted as creating a

relationship of servant, employee, partnership, or agency between the City and the NDC. Payment by the City for services rendered under this Financial Advisory Agreement evidences the City's acceptance of such services in accordance with the terms of the Agreement.

IV. MISCELLANEOUS PROVISIONS

- 4.1 **Ownership of Material and Documents.** All final reports and other materials prepared by NDC for the City shall be the property of the City, however all work papers and other source materials shall be the property of the NDC. NDC shall deliver such materials to the City in accordance with the terms and conditions of this Agreement. City shall not, without NDC's written consent, associate NDC's name with the report\product, if a subsequent change is made in such report\product after submission and receipt by the City.
- 4.2 **Right to Audit.** NDC shall establish and maintain appropriate procedures which will assure the proper accounting of all funds paid to it under this Agreement. City or any of their duly authorized representatives shall have access to any books, documents, papers and records of NDC and/or its subcontractors which are directly pertinent to a specific program for the purpose of making an audit, an examination, excerpts and transcriptions. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records and supporting details shall be retained for a period of at least five (5) years after the expiration of the term of this Agreement.
- 4.3 **Confidentiality of Reports.** NDC shall keep confidential all reports, information and data given to, prepared or assembled by NDC pursuant to NDC's performance hereunder and City designates as confidential. Such information shall not be made available to any person, firm, corporation or entity without first obtaining the prior written consent of City.
- 4.4 **Equal Opportunity.** NDC shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and of the rules, regulations and relevant order of the Secretary of Labor regarding discrimination. In the event a party is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law, this Agreement may be cancelled, terminated or suspended in whole or in part by the City, and that party may be declared ineligible for further City contracts.
- 4.5 **Conflicts of Interest.** No board member, officer or employee of City or its designees or agents, and no other public official who exercises any functions or responsibilities with respect to any requested technical assistance, shall be permitted to financially benefit from this Agreement or have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.
- 4.6 **Notices.** All notices shall be sent by certified mail, hand-delivery or over night mail and in all events with a written acknowledgment of receipt to the address set forth at the beginning

of this Agreement.

- 4.7 **Responsibility for Claims-Mutual Indemnification.** City agrees to indemnify and save harmless NDC, their agents, officials, and employees from any liability, damage, expense, cause of action, suit, claim, judgment or expenses (including attorneys' fees) arising from injury to person including death or personal property or otherwise caused by or resulting from the activities in furtherance of the work described herein. NDC agrees that such indemnity shall not apply to any actions, claims or damages arising as a result of NDC's bad faith, willful misconduct or gross negligence.

NDC agrees to indemnify and save harmless City, their agents, officials, and employees from any liability, damage, expense, cause of action, suit, claim, judgment or expenses (including attorneys' fees) arising from injury to person including death or personal property or otherwise caused by or resulting from the activities in furtherance of the work described herein. City agrees that such indemnity shall not apply to any actions, claims or damages arising as a result of City's bad faith, willful misconduct or gross negligence.

- 4.8 **Release of News Information.** No news release, including photographs, public announcements or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of the City.
- 4.9 **Compliance with Laws.** NDC agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. This Agreement shall be construed, interpreted and the rights of the parties determined, in accordance with the laws of the State of Connecticut.
- 4.10 **Assignment.** Neither this Agreement nor any rights, duties or obligations described herein may be assigned by either party without the prior expressed written consent of the other party.
- 4.11 **Severability.** A determination that any part of this Agreement is invalid shall not invalidate or impair the force of the remainder of this Agreement.
- 4.12 **Dispute Resolution:** Resolution of Disputes and Choice of Law. The parties agree that all disputes between them, if they cannot be resolved by mutual agreement, shall be subject to non-binding mediation before a dispute resolution organization mutually acceptable to them and shall be resolved in accordance with its mediation rules then in effect. If no resolution is achieved by mediation, the dispute shall be submitted to a dispute resolution organization mutually acceptable to the parties for resolution in accordance with its commercial rules of arbitration then in effect. Mediation and arbitration shall take place in the City of Bridgeport. If one party requests, the dispute may be determined by any expedited procedures then in effect. The award shall be limited to the remedies set forth in this

agreement and such award shall be final and binding upon the parties and enforceable in any court of competent jurisdiction. Each party shall bear the cost of its respective counsel, and one-half of the administrative costs and arbitrator's fees that arise in connection with the dispute. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND THE STATE OF CONNECTICUT.

- 4.13 **Additional Provisions.** For no additional charge, the City has the option of including or requiring such additional services as are hereto attached as Exhibit "B", except as specifically provided at B.
- 4.14 **Supplemental Provisions.** Either party may require supplemental provisions which will govern the agreement between the parties by attaching hereto such supplemental provisions as Exhibit "C". The cost of supplemental provisions is not included in the contract price quoted in III above. The City will only reimburse the cost of supplemental provisions if NDC obtains written approval within thirty (30) days prior to the expenditure.
- 4.15 **Acknowledgement.** The City expressly acknowledges that all opinions and advice (written or oral) given by NDC to the City in connection with NDC's engagement are intended solely for the benefit and use of the City in considering the financing and the City agrees that no such opinion or advice shall be used for any other purpose or reproduced, discriminated, quoted or referred to at any time without the prior consent of NDC.
- 4.16 **Disclaimer.** The City is a sophisticated business enterprise and has retained this Advisor for the purposes set forth in this Agreement and the parties acknowledge and agree that their respective rights and obligations are contractual in nature. Each party disclaims an intention to impose fiduciary agency rights or obligations on the other by virtue of the engagement hereunder. Upon the request of City, NDC may, but is not required to, participate in the development of the Project in such capacity as the parties may agree.
- 4.17 **Entire Agreement.** This Agreement contains the final agreement between the parties regarding the matters covered and supersedes any and all other agreement, either oral in writing, regarding the matters contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF BRIDGEPORT:

NATIONAL DEVELOPMENT COUNCIL:

By: _____

By: _____

Robert W. Davenport
President

**NDC TECHNICAL ASSISTANCE AGREEMENT
SCOPE OF SERVICES
EXHIBIT A**

The Scope of Services describes the assistance available under this Technical Assistance Agreement during the specified contract period. The City and NDC, by mutual agreement, may revise this Scope of Services from time to time. The assistance within this Scope of Services includes:

- A. Assist the City in the design, implementation, and monitoring of the financing elements of an economic development plan and small business development of the City.

- B. At the City's request, NDC will review and evaluate projects being considered by the City for community and economic development assistance. This assistance provided by NDC may include, but not be limited to:
 - 1. Evaluating developer experience and capacity.
 - 2. Financial review of the sources and uses, operating proformas, and financial statements in order to determine financial feasibility of proposed developments.
 - 3. Determination of the appropriateness of City financial support for proposed developments, in the form of tax abatements, discounted land sale/leases, or direct financial participation through entitlement funds such as CDBG or HOME,
 - 4. Financial layering analysis in instances in which HOME or CDBG funds are used to assist third party businesses and/or developers, as per the code of federal regulations governing HOME and CDBG,
 - 5. Financial structuring of deals with available public sector economic development programs.
 - 6. Review of appraisals, cost assumptions, capital budgets, operating statements, marketing date and other funding commitments.
 - 7. Advising on tax credit equity sources, requirements and structuring.
 - 8. Identifying other funding sources for the range of commercial, industrial, and residential real estate and business credit deals.
 - 9. Assisting with development issues during pre-development and development.
 - 10. Structuring loan documents and development agreements.

11. Advising on program regulations issues.
- C. NDC will provide technical support and/or financial analysis to the City with respect to its economic and housing development program proposals.
- D. NDC will provide technical assistance and advocacy in the City's efforts to seek funding and/or leverage existing resources through governmental programs including, but not limited to:

Federal Resources

1. Community Development Block Grant (CDBG) program
2. HOME Investment Partnership program
3. HUD Section 108 loans,
4. U.S. Department of Commerce Economic Development Administration (EDA)
5. U.S. Environmental Protection Agency (EPA) Brownfields Program, including Targeted Assessments, Supplemental Pilot Program, and Brownfields Revolving Loan Fund,
6. U.S. Small Business Administration 7(a), 504, and Microenterprise programs
7. New Markets Tax Credits(NMTC)
8. Federal Home Loan Bank Community Investment Program
9. Rehabilitation Tax Credits (Historic Tax Credits)
10. Low Income Housing Tax Credits (LIHTC)
11. Renewable Energy Investment Tax Credits

State of Connecticut resources

1. Department of Economic and Community Development
2. Connecticut Development Authority
3. Community Economic Development Fund
4. Connecticut Economic Resource Center
5. Connecticut Housing Finance Agency
6. Connecticut Housing Investment Fund

E. At the City's election, provide four (4) scholarships to be used by City staff for attendance in NDC's "Economic Development Finance Professional Certification" or "Housing Development Finance Professional" training program or provide "in-house" staff training to City staff.

F. NDC will review, as directed, the City's established economic development and/or housing development programs, including but not limited to;

1. Community Capital Fund
2. Section 108 Loan Guarantee Program
3. CDBG
4. HOME Investment Partnership Program

Such review will address the following items

1. Program goals
2. Eligibility criteria
3. Underwriting criteria
4. Program documents
5. Internal administration of application and approval processes

G. NDC will continue a sub-contractual agreement with The Grow America Fund, Inc. ("GAF"). NDC and GAF will assist the City in the administration of a self-sustaining community economic development loan pool for Bridgeport businesses referred for consideration by the City.

Said Economic Development Loan Pool will work in partnership with the Community Capital Fund. (Comm Cap). NDC will direct and oversee, under its sub-contractual agreement with GAF, all activities to be performed. The GAF Subcontractor Agreement will require GAF to satisfy all applicable U.S. SBA requirements and regulations.

City and the GBF will authorize GAF to use its SBA license to make SBA guaranteed loans sponsored by City and Comm Cap.

- H. Establish the City's participation "NDC New Markets," a designated Community Development Entity (CDE), through which New Markets Tax Credits (NMTCs) will flow to investors of qualified community development projects that benefit low and moderate-income people in Bridgeport. Such participation in the CDE will enable City to access lower cost low term debt and equity sources for qualified community development projects in the City.
- I. NDC, alone and/or via authorized sub-contractors, will provide the City, upon its request, with other related community and economic development services. These services may include but need not be limited to:
1. Establish City/NDC joint venture program for industrial and commercial development projects through Community Development Group, Inc. (CDG).
 2. Establish City's participation in NDC's 501(c)(3) Bond and Donation Program.
 3. Establish City's participation in NDC's "Corporate Equity Fund," a syndicated investment pool that provides equity to eligible projects with housing and historic tax credits.
 4. Establish City's participation in all other programs as developed and introduced by NDC during the contract term.
- J. At the request of the City, and in furtherance of NDC Housing and Economic Development Corporation's (HEDC) charitable public purpose, NDC agrees to use the not-for-profit development services of its affiliate to undertake sponsored development projects. Public Facility projects undertaken by HEDC will require the active participation of the CITY, and will only be undertaken if HEDC's Board of Directors determines that the development of the project is financially feasible, "lessens the burden of government", and meets HEDC's "charitable public purpose."

HEDC's activities will be undertaken as a separate program activity with fees for services rendered determined on a case-by-case basis. Development fees to the greatest extent possible will be included in the project's capital budget, and financed as part of the project.

Eligible project development fees shall include, but not be limited to, development risk fees, legal and accounting fees, asset management fees, and project management fees.

***37-11 Consent Calendar**

Agreement to fix the Assessment at 287 Clinton Avenue in support of the Elias Howe School Elderly Affordable Housing Development.

**Report
of
Committee
on
ECB & Environment**

Submitted: March 5, 2012

Adopted: *Fleeta C. Hudson*

Attest: _____
City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***37-11 Consent Calendar**

**A Resolution by the Bridgeport City Council
Regarding
An Agreement to Fix the Tax Assessment at 287 Clinton Avenue
In Support of the Elias Howe School Elderly Affordable Housing
Development**

WHEREAS, Elias Howe Realty LLC is the owner and developer of 287 Clinton Avenue (the former Elias Howe School) pursuant to an RFP process conducted by the City of Bridgeport's Office of Planning and Economic Development; and

WHEREAS, the development plan for the former school calls for the investment of over \$4 million in the creation of 37 units of affordable elderly housing; and

WHEREAS, the financing for this development includes funding from a number of public and quasi-public sources which require that affordability be maintained for fifteen years on the property; and

WHEREAS, the City wishes to be supportive of this affordable housing development by offering a reduction in the tax assessment to allow the project sufficient revenue to operate from a sound financial structure; and

WHEREAS, Section 12-65b of the Connecticut General Statutes allows for the City to enter into such an agreement; Now, therefore be it

RESOLVED, that The Mayor or the Director of the Office of Planning and Economic Development is authorized to negotiate and execute an agreement for the fixing of the assessment at 287 Clinton Avenue, with Elias Howe Realty LLC, its successors or assigns in a manner consistent with this resolution.

FURTHER BE IT RESOLVED:

1. The period of the agreement will be for a maximum of 7 years. It will begin with the grand list of October 2012 and continue through the grand list of October 2018.



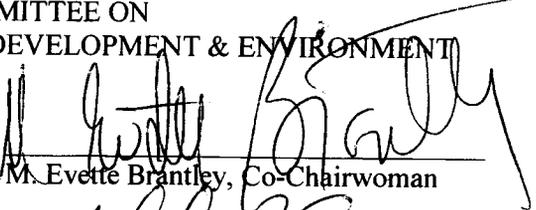
Report of Committee on ECD and Environment
*37-11 Consent Calendar

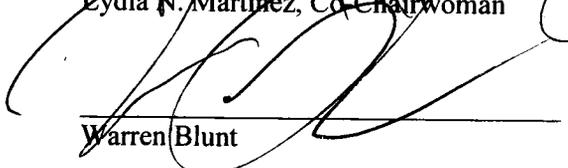
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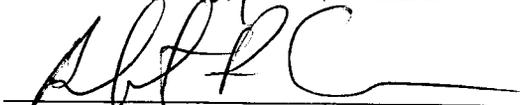
2. During this period of time, the assessment for the real property at 287 Clinton Avenue will be fixed at \$1 million (one million dollars).
3. Prior to the grand list of October 2012, the real property shall be assessed as per the normal assessment and levy practices of the City of Bridgeport.
4. This tax assessment fixing agreement shall be made available to the owner of 287 Clinton Avenue solely in support of the affordable elderly housing development program proposed for the site. If for any reason, 287 Clinton Avenue should be devoted to any other program of development and use other than affordable elderly housing, this Agreement shall no longer be in effect and the property shall be subject immediately to the normal assessment and levy practices of the City of Bridgeport.
5. The City shall require that the owner of 287 Clinton Avenue attest annually, in a form satisfactory to the City, as to the continuance of the affordable elderly housing program at the site in order for the property to continue to qualify for this fixed assessment.

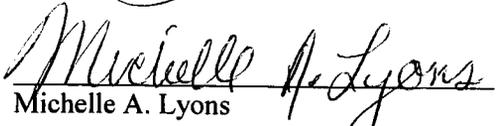
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Lydia N. Martinez, Co-Chairwoman

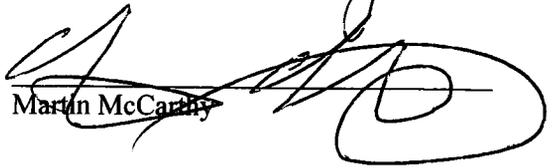

M. Evette Brantley, Co-Chairwoman

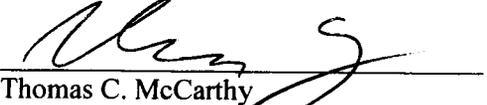

Warren Blunt


Robert Curwen, Sr.


Michelle A. Lyons


Leticia Colon


Martin McCarthy


Thomas C. McCarthy
(Added to make quorum)

Council Date: March 5, 2012

***46-11 (Ref. #124-04) Consent Calendar**

A Resolution for the Sub-Lease of Connecticut Department of Transportation property to the Mercy Learning Center.

**Report
of
Committee
on
CEA & Environment**

Submitted: March 5, 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 **ECD and Environment** begs leave to report; and recommends for adoption the following resolution:

***46-11 (Ref. #124-04) Consent Calendar**

**A Resolution
For
The Sub Lease of Connecticut Department of Transportation Property
To
The Mercy Learning Center**

Whereas, the State of Connecticut Department of Transportation is leasing certain Rights of Way properties underneath I-95 at Park Ave the City of Bridgeport; and

Whereas, Senate Bill No. 501 on the June 2010 Special Session of the Connecticut State Legislature was adopted as Public Act No. 10-1 which directed the City of Bridgeport to enter into a Sub Lease with the Mercy Learning Center for a portion of the property known as Parcel 2 (Lot 2) for the purpose of public parking; and

Whereas, the City Council adopted Resolution 124-04 on June 6, 2005 which requires that any Sub Lease for DOT ROW property is required to receive final approval from the City Council; Now, therefore be it

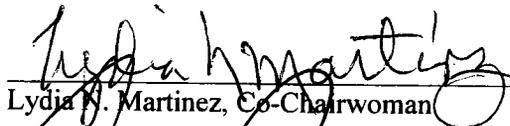
Resolved, that the Mayor is authorized to sublease to the Mercy Learning Center said property on terms and conditions acceptable to the City for the purpose of neighborhood parking; and that the Mercy Learning Center will be required to maintain the property as a DOT Rights of Way in conformance with state regulations; and that the Mayor is authorized to take such actions, make such applications, sign and or enter into such agreements to lease said properties as deemed necessary.

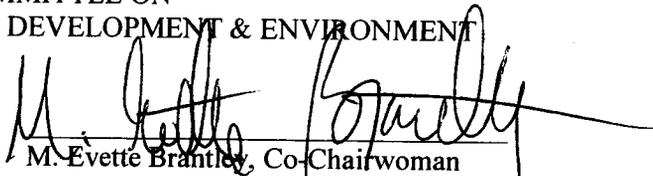


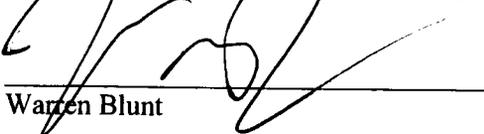
Report of Committee on ECD and Environment
*46-11 (Ref. #124-04) Consent Calendar

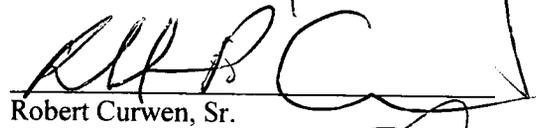
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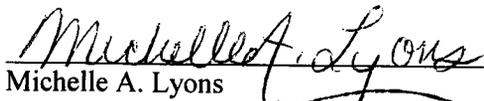
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Lydia N. Martinez, Co-Chairwoman

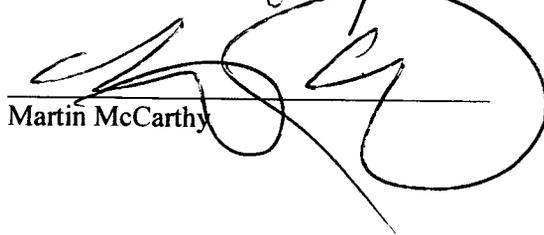

M. Evette Brantley, Co-Chairwoman

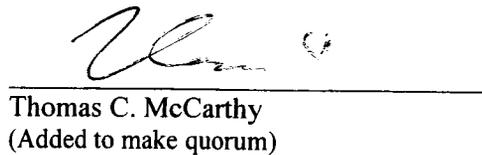

Warren Blunt

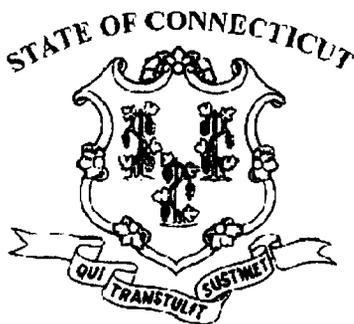

Robert Curwen, Sr.


Michelle A. Lyons


Leticia Colon


Martin McCarthy


Thomas C. McCarthy
(Added to make quorum)



Senate Bill No. 501

June Special Session, Public Act No. 10-1

AN ACT CONCERNING THE REAL ESTATE CONVEYANCE TAX, THE CONVEYANCE OF CERTAIN PARCELS OF STATE LAND, ADJUSTMENTS TO CERTAIN PROGRAMS IMPLEMENTED THROUGH THE DEPARTMENT OF SOCIAL SERVICES, A REPORT ON TAX CREDITS, JUVENILE JUSTICE, ABSENTEE VOTING BY MEMBERS OF THE MILITARY, REVISIONS TO VARIOUS TASK FORCES, COMMISSIONS AND COUNCILS, AND AMENDMENTS AND MINOR AND TECHNICAL CHANGES TO CERTAIN SPECIAL AND PUBLIC ACTS OF THE 2010 REGULAR SESSION.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Sec. 10. (*Effective from passage*)

(a) Notwithstanding any provision of the general statutes, the Commissioner of Transportation shall lease to the city of Bridgeport a parcel of land in the city of Bridgeport at a cost equal to the administrative costs of entering into such lease, for a term of five years with two options to renew for additional five-year periods. Said parcel of land has a total area of approximately 1.25 acres and is identified as Lot 2 on a map entitled "Lease sketch TOWN OF BRIDGEPORT sketch showing land leased to CITY OF BRIDGEPORT by the STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION BENEATH I-95 FROM PARK AVENUE WEST TO RAILROAD AVENUE". The lease shall be subject to the approval of the State Properties Review Board, the Office of Policy and Management and the Attorney General.

(b) The city of Bridgeport shall use said parcel of land for public parking purposes and may sublease all or a portion of the property to the Mercy Learning Center for parking purposes at no cost to the Mercy Learning Center. If the city of Bridgeport: (1) Does not use said parcel for said purpose; or (2) Subleases all or any portion of said parcel to an entity other than the Mercy Learning Center, the lease shall be terminated and the leased parcels shall revert to the state of Connecticut.

(c) The State Properties Review Board shall complete its review of the lease of said parcel of land not later than thirty days after it receives a proposed agreement from the Department of Transportation. The land shall remain under the care and control of said department until a lease is entered in accordance with the provisions of this section. The Commissioner of Transportation shall have the sole responsibility for all other incidents of such lease.

(d) In the event that said parcel of land is needed by the Department of Transportation for transportation needs, the Department of Transportation shall provide thirty days' written notice to the city of Bridgeport. After such thirty-day period, any lease described in subsection (a) of this section shall be terminated.

***24-11 Consent Calendar**

Settlement of Pending Litigation with Elda Blanca.

**Report
of
Committee
on**

Miscellaneous Matters

Submitted: March 5, 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 Miscellaneous Matters begs leave to report; and recommends for adoption the following resolution:

***24-11 Consent Calendar**

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

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

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

<u>NAME</u>	<u>ATTORNEY</u>	<u>NATURE of CLAIM</u>	<u>SETTLEMENT</u>
Elda Blanca	Kolesnick & Norris 80 Central Avenue Waterbury, CT 06702	Fall Down/ Personal Injury	\$47,500.00

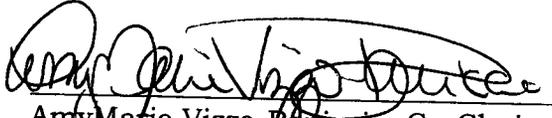
BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts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



Report of Committee on Miscellaneous Matters
***24-11 Consent Calendar**

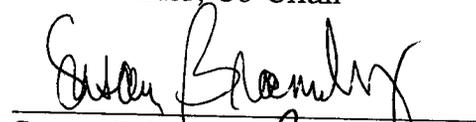
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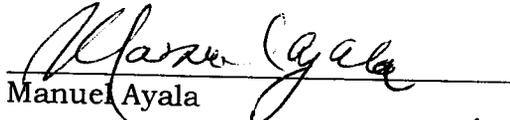
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

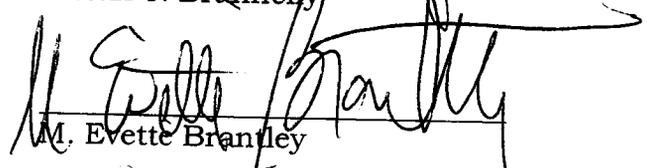

Amy Marie Vizzo-Pizziccia, Co-Chair


Andre Baker, Co-Chair


Denese Taylor-Moye


Susan T. Brannelly


Manuel Ayala


M. Evette Brantley


Leticia Colon

***40-11 Consent Calendar**

Appointment of Michael Jeffrey Smith (D) to the Stratfield Historic District.

**Report
of
Committee
on**

Miscellaneous Matters

Submitted: March 5, 2012

Adopted: _____

Fleeta C. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***40-11 Consent Calendar**

RESOLVED, That the following named individual be, and hereby is, Appointed to the Stratfield Historic District in the City of Bridgeport and that said Appointment, be and hereby is, approved, ratified and confirmed.

NAME

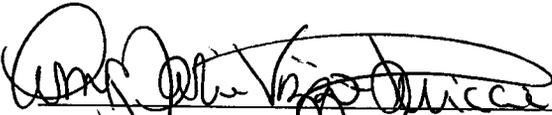
TERM EXPIRES

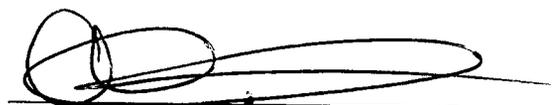
Michael Jeffrey Smith (D)
65 Brooklawn Place
Bridgeport, CT 06604

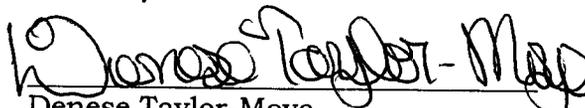
December 31, 2015

*This will replace the seat held by Florisca Carter.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS


Amy Marie Vizzo-Panuccia, Co-Chair


Andre Baker, Co-Chair


Denese Taylor-Moye


Susan T. Brannelly


Manuel Ayala


M. Evette Brantley


Leticia Colon

***41-11 Consent Calendar**

Appointment of Robert J. Filotei (R) to the Planning & Zoning Commission.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: March 5, 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 **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

***41-11 Consent Calendar**

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

NAME

TERM EXPIRES

Robert J. Filotei (R)
155 Brewster Street, Apt. 5C
Bridgeport, CT 06605

December 31, 2014

*This will replace a vacancy.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

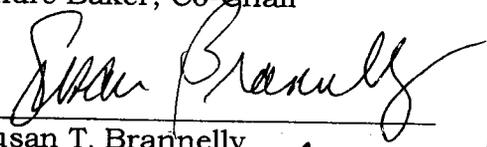
AmyMarie Vizzo-Paniccia, Co-Chair



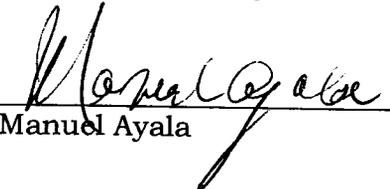
Andre Baker, Co-Chair



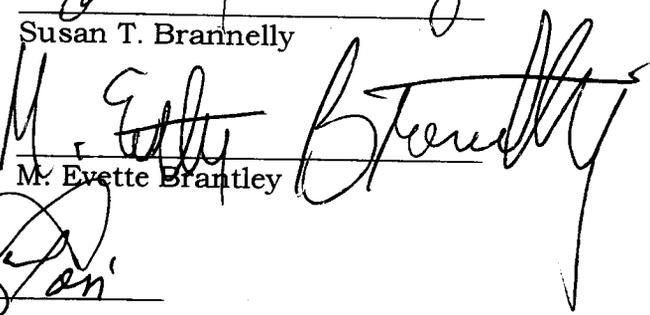
Denese Taylor-Moye



Susan T. Brannelly



Manuel Ayala



M. Evette Brantley



Leticia Colon

***44-11 Consent Calendar**

Settlement of Pending Litigation with Ronald Sheiman.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: March 5, 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 Miscellaneous Matters begs leave to report; and recommends for adoption the following resolution:

***44-11 Consent Calendar**

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

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

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

<u>NAME</u>	<u>ATTORNEY</u>	<u>NATURE of CLAIM</u>	<u>SETTLEMENT</u>
Ronald Sheiman	Harold Rosnick, Esquire	Slip & Fall	\$77,500.00

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



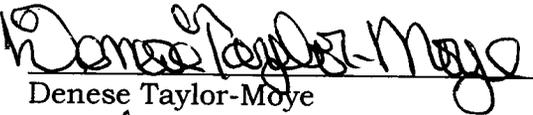
Report of Committee on Miscellaneous Matters
***44-11 Consent Calendar**

-2-

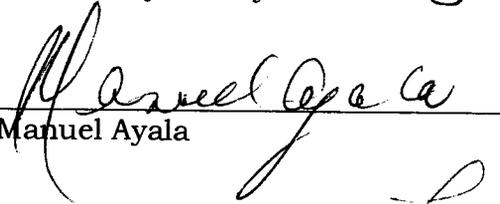
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

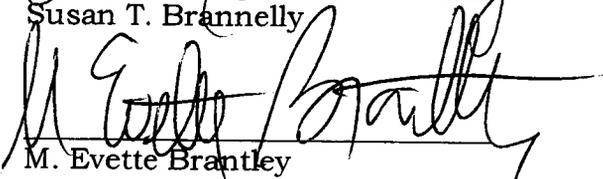

Amy Marie Vizzo-Panascia, Co-Chair

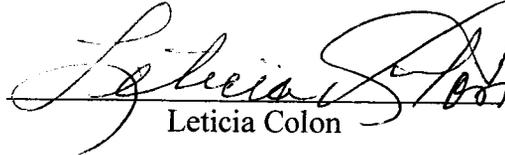

Andre Baker, Co-Chair


Denese Taylor-Moye


Susan T. Brannelly


Manuel Ayala


M. Evette Brantley


Leticia Colon

***61-11 Consent Calendar**

Settlement of Pending Litigation with Jerilyn Sedelnik.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: March 5, 2012

Adopted: _____

Fleeta C. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***61-11 Consent Calendar**

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

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

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

<u>NAME</u>	<u>ATTORNEY</u>	<u>NATURE of CLAIM</u>	<u>SETTLEMENT</u>
Jerilyn Sedelnik	Thomas W. Bucci, Esquire	Age Discrimination	\$65,000.00

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

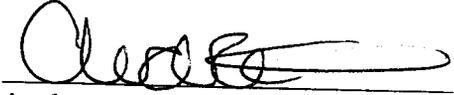


Report of Committee on Miscellaneous Matters
***61-11 Consent Calendar**

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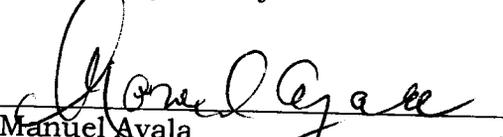
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

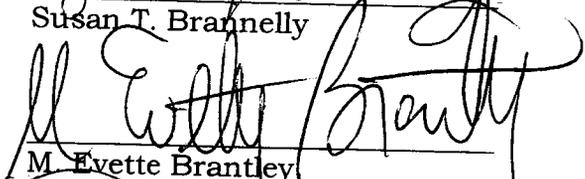

AmyMarie Vizzo-Paniccia, Co-Chair


Andre Baker, Co-Chair


Denese Taylor-Moye


Susan T. Brannely


Manuel Ayala


M. Evette Brantley


Leticia Colon

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

**Report
of
Committee
on**

Contracts

Submitted: February 21, 2012
Tabled on: February 21, 2012
Resubmitted on: March 5, 2012

Adopted: _____
Attest: *Fleeta G. 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:

38-11

A Resolution Approving an "~~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 an "~~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

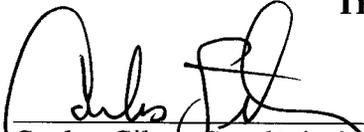


Report of Committee on Contracts Committee
38-11

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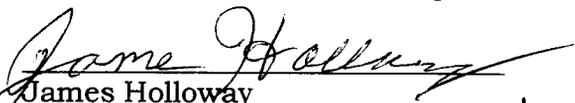
Resolved, that the Mayor or the Director of the Office of Planning and Economic Development, or their delegate is authorized to execute all documents and to do any all other things necessary to effectuate this transaction.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

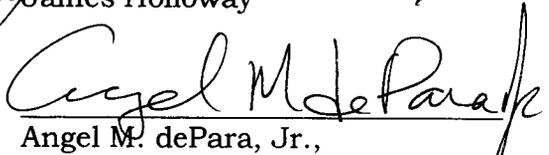

Carlos Silva, Co-chair

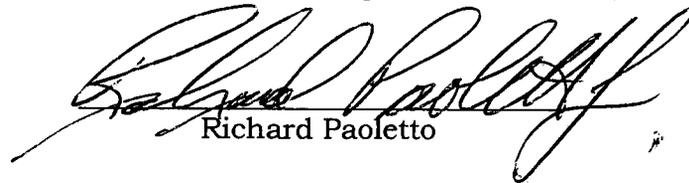

Susan Brannelly, Co-chair


M. Evette Brantley


James Holloway


Amy Marie Vizzo Paniecia


Angel M. dePara, Jr.,


Richard Paoletto

*Amended from floor on 3/5/2012 to remove the words "Lease And" from Original Resolution and Substitute Original "Lease and Option to purchase Agreement" with new "Option to Purchase Agreement" (Attachment A).

City Council Date: February 21, 2012
Tabled on: February 21, 2012
Resubmitted on: March 5, 2012

OPTION TO PURCHASE

AGREEMENT dated the ___ day of _____, 2012, between the **City of Bridgeport**, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 ("**City**") and **Grow America Fund**, a corporation organized and existing under the laws of the State of Delaware, having an address at 708 Third Avenue, Suite 710, New York, NY 10017, or an affiliate or single-purpose entity (collectively, the "**Bank**").

WHEREAS, the City has sought operational space for the Bridgeport Police Department by issuing a request for proposals in 2010 seeking to lease property with an option to purchase;

WHEREAS, the Bridgeport Police Department and the Office of Planning and Economic Development reviewed a number of proposals and selected property located at 485 Howard Avenue, more particularly described in **Schedule A** attached hereto and made a part hereof ("**Property**"), as the best proposal that would meet the operational needs of the Police Department at a reasonable cost;

WHEREAS, the City subsequently learned that the owner of the Property, Four Kids Enterprises, LLC ("**Owner**" or "**Borrower**") was severely delinquent in its mortgage payments to the Bank, which is the holder of the first mortgage on the Property, and was severely delinquent in its real estate taxes owed to the City;

WHEREAS, the Borrower continues to be delinquent in the repayment of the Bank's mortgage and real estate taxes owed to the City and the Bank has instituted foreclosure proceedings against the Owner, Grow America Fund, I v. Four Kids Enterprises, et al, Docket No. FBTCV 116022294S, in the Superior Court, Judicial District of Fairfield at Bridgeport ("**Foreclosure Action**") which has resulted in the issuance of a Judgment of Strict Foreclosure dated January 9, 2012;

WHEREAS, the Borrower has until April 10, 2012 to redeem its interest in the Property by paying the full debt of \$2,267,899.48 and other costs and fees;

WHEREAS, the Bank anticipates that the Borrower will be unable to redeem its interest in the Property on April 10, 2012, at which time the Bank expects to obtain fee simple title to the Property free and clear of the Borrower's interest and the interests of all other subordinate lienholders; and

WHEREAS, the Bank and the City are willing to enter into this agreement to facilitate the City's exercise of an option to purchase the Property after the Bank becomes the owner thereof.

RECEIVED
OFFICE

NOW THEREFORE, for good and valuable consideration given by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Option.** The Bank hereby gives, grants, bargains and conveys to City, an exclusive option to purchase the Property on the terms and conditions described herein ("**Option**"), exercisable if, as and when the Bank becomes the owner of the Property.
2. **Option Period; Option Price.** This Option shall last for a period of six (6) months commencing on the date that the Bank gives the City notice that it has acquired title to the Property ("**Option Period**"). If the City fails to exercise the Option within thirty (30) days after receipt of written notice from the Bank that the Bank, or its affiliate or single purpose entity, has taken title to the Property evidenced by a Certificate of Foreclosure recorded in the Bridgeport Land Records, the City agrees to pay for this Option a monthly fee for each month after the Bank takes title to the Property until (a) the month in which the Closing occurs or (b) the month in which the City terminates this agreement, whichever occurs first, a sum equal to one-twelfth (1/12) of the annual real estate taxes due on the Property ("**Option Price**"), which amount shall be treated as a closing adjustment due from the City.
3. **Exercise.** This Option may be exercised at any time during the Option Period, unless this Agreement is earlier terminated as provided herein, by the City giving written notice of its election to exercise the Option to the Bank delivered personally or mailed by certified mail, return receipt requested, in a pre-paid envelope deposited in a repository of the United States Postal Service to the Bank's address set forth herein.
4. **Purchase Price.** The purchase price ("**Purchase Price**") for the Property shall be determined by establishing the fair market value thereof by independent appraisal. Upon the City'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 evaluate the parties' appraisals and shall determine the fair market value within thirty (30) days after the matter is submitted to the neutral appraiser, and such value shall become the Purchase Price and shall be final and binding on the parties. If the City does not agree to purchase the Property for the established Purchase Price determined by the appraisal procedure described above, it shall give prompt notice to the Lender within fifteen (15) days after being notified of the neutral appraiser's decision, in which case the City may elect to terminate this Agreement, and

thereupon this Agreement shall come to an end and the parties shall have no further obligations to one another except for those obligations, if any, specified herein that survive termination.

5. **Failure to Exercise; Termination.** If the City fails to exercise the Option during the Option Period, the Bank may terminate this Agreement with written notice and, thereupon, this Agreement shall be terminated, and neither party shall have any further rights or claims against the other by reason of this transaction except for those items, if any, stated herein specifically to survive the termination of the Option. If Owner, Owner's business located at the Property, or the individual owners of the Owner file for bankruptcy protection prior to title vesting in the City, the City shall have the right to terminate this agreement upon written notice, whereupon this agreement shall terminate and shall have no further force or effect, and the parties shall have no further obligation to each other hereunder, including but not limited to the City's obligation to pay the Option Payment. This paragraph shall survive the termination of this agreement.

6. **Closing Date.** The closing date for the transfer of title to the Property shall be within sixty (60) days after the determination of the Purchase Price, subject to the City's acceptance of title, as set forth in Section 8.

7. **Transfer of Title.**

(a) **Title.** Transfer of title to the Property shall be by Special Warranty Deed acceptable to the City.

(b) **Reservations/Restrictions.** Title to the Property will be transferred free and clear of all liens, charges and encumbrances, clouds and defects, except for the mutually agreed upon permitted encumbrances set forth in **Exhibit A** attached hereto and made a part hereof ("**Permitted Encumbrances**"), and 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 due and payable.

8. **Preliminary Title Report.** Within fifteen (15) days after the Purchase Price is established and the City agrees to purchase the Property, the City shall order a title commitment with instructions to the title agent or title company to simultaneously deliver a copy of the report to the Bank. Within ten (10) days after City receives the title report, the City shall deliver to the Bank a written notification of all restrictions, reservations, limitations, easements, liens, and conditions of record (collectively, "**Claimed Title Defects**") disclosed in the title report which are objectionable to City as not being in accordance with the terms and conditions of this Agreement. If City so notifies Bank, Bank shall have until the Closing Date to cure or remove such Claimed Title Defects. If City does not notify Bank, City shall be deemed to have waived such Claimed Title Defects

and such defects shall be set forth as exceptions to title in the deed of conveyance and any title insurance policy.

9. **Condition of Premises; Delivery of Possession.** Bank shall deliver possession of the Property broom clean at the Closing. The Bank and City agree that this Agreement is entered into in reliance solely upon City's right to inspect the Property and the condition of the land, buildings, systems, fixtures and other improvements located thereon, subject to the City's full satisfaction with the physical condition of the same. City has the right to perform its due diligence at the building within the thirty (30) day period after the Purchase Price is determined and has the right to verify the condition of the Property on one occasion within 48 hours before the Closing.

10. **Closing costs; Payment of Taxes and Utilities.**

The City 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. The Bank shall be responsible for all real estate taxes due prior to the Closing, utility costs and fees due and payable prior to the Closing Date. The adjustment of closing costs shall survive the Closing.

11. **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 either party's attention or in any way negotiated the sale of the Property. The parties mutually agree that each ("**Indemnifying Party**") shall indemnify the other ("**Indemnified Party**") against, and hold the Indemnified Party harmless from, and defend the Indemnified Party from and against any loss resulting from the claim or lien recorded against the Property of any other broker, salesperson or finder for a fee or commission due where it is claimed that said broker, salesperson or finder brought the Property to the attention of the Indemnifying Party or its representatives, or interested the Indemnifying Party in the Property, or in any manner dealt with the Indemnifying Party with respect to the purchase of the Property. Such indemnity shall include all costs of defending any such claim, including reasonable attorneys' fees, expenses and court costs. This paragraph shall survive the Closing or the earlier termination of this Agreement.

12. **Notices.** Any notice under this Agreement shall be delivered or sent by certified mail, postage prepaid, return receipt requested, deposited in a repository of the United States Postal Service and addressed as follows:

To Bank: At the address first specified above

To City: Mayor
City of Bridgeport
45 Lyon Terrace

Bridgeport, CT 06604

With a copy to:

City Attorney
City of Bridgeport
City Hall Annex
999 Broad Street, 2nd Floor
Bridgeport, CT 06604

13. **Recording.** This Agreement shall be executed in recordable form and, if City elects, may be recorded on the Bridgeport Land Records only after exercise of the Option outlined herein. City shall not, in any other manner, prior to the election of the Option, permit any lien, charge, encumbrance, cloud or defect to be entered against title to the Property.
14. **Rescission:** Either party may rescind this Option prior to its exercise upon the occurrence of a breach of this Agreement that is not cured within thirty (30) days after the giving of written notice to the other party in the manner specified herein.
15. **Binding Effect: Prohibition Against Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and assigns. This Option is personal to the City and is not transferable by City without the prior written consent of the Bank.
16. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
19. **Entire Agreement.** This Agreement represents the whole of the agreement between the parties and supersedes all prior agreements between the parties with regard to the subject matter hereof unless specifically incorporated into this instrument.

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

Bank: Grow America Fund, Inc.

Charles I. Hull

Charles I. Hull, Portfolio Manager

Witnesses as to City:

City:

STATE OF NEW YORK)

) ss.:

New York, March, 1, 2012

COUNTY OF NEW YORK)

Personally appeared, Charles I. Hull, signer and sealer of the foregoing instrument, individually and as Portfolio Manager for Grow America Fund, Inc., and declared the same to be his free act before me.

WENDOLY CASTRO
Notary Public, State of New York
No. 01CAB188055
Qualified in Bronx County
Commission Expires June 2, 2012

Wendoly Castro

Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT)

) ss.: Bridgeport,

, 2012

COUNTY OF FAIRFIELD)

Personally appeared, _____, signer and sealer of the foregoing instrument, individually and as _____ for the City of Bridgeport and declared the same to be his/her/its and the City of Bridgeport's free act and deed, before me.

Notary Public
Commissioner of the Superior Court

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:~~

[Lender Address]

Rent goes to bank

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

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

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

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

7. INDEMNIFICATION; SELF-INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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
encloses
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 inferrable therefrom, shall survive the completion of or the earlier termination of this Agreement, subject to all applicable statutes of limitation and repose.

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

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

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

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

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

Signed, Sealed and Delivered

LESSOR

In the Presence of:

Name:
Title:
Duly-authorized

LESSEE

Signed, Sealed and Delivered
In the Presence of:

Name:
Title:
Duly-authorized

LENDER

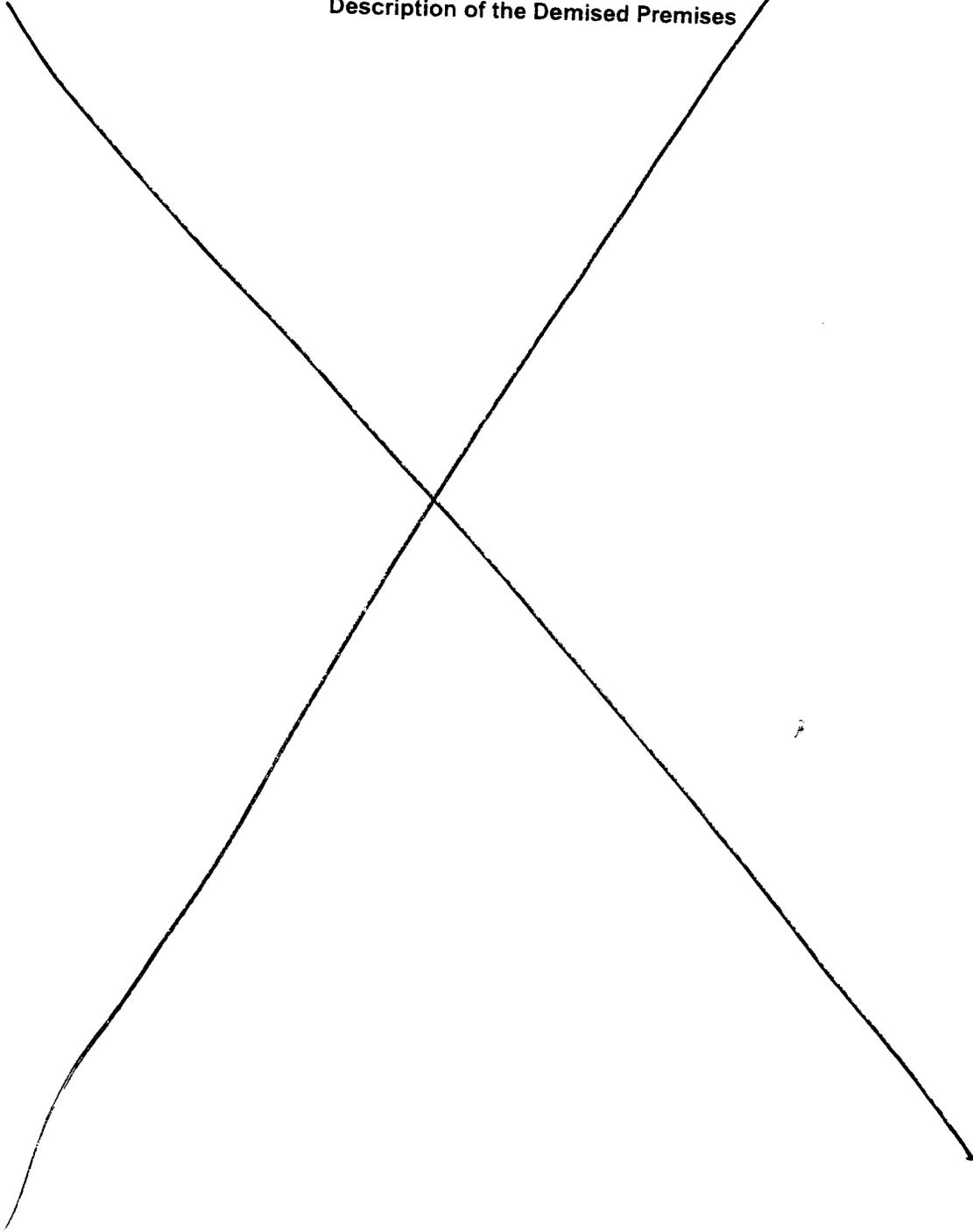
The Lender acknowledges and accepts the Lessor's
entry into this Lease and acknowledges the Lender's
direction that Rent payments be made directly from
Lessee to the Lender.

Name:
Title:
Duly-authorized

*Bank Acknowledgement
Payments to the bank*

Schedule A

Description of the Demised Premises



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

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.

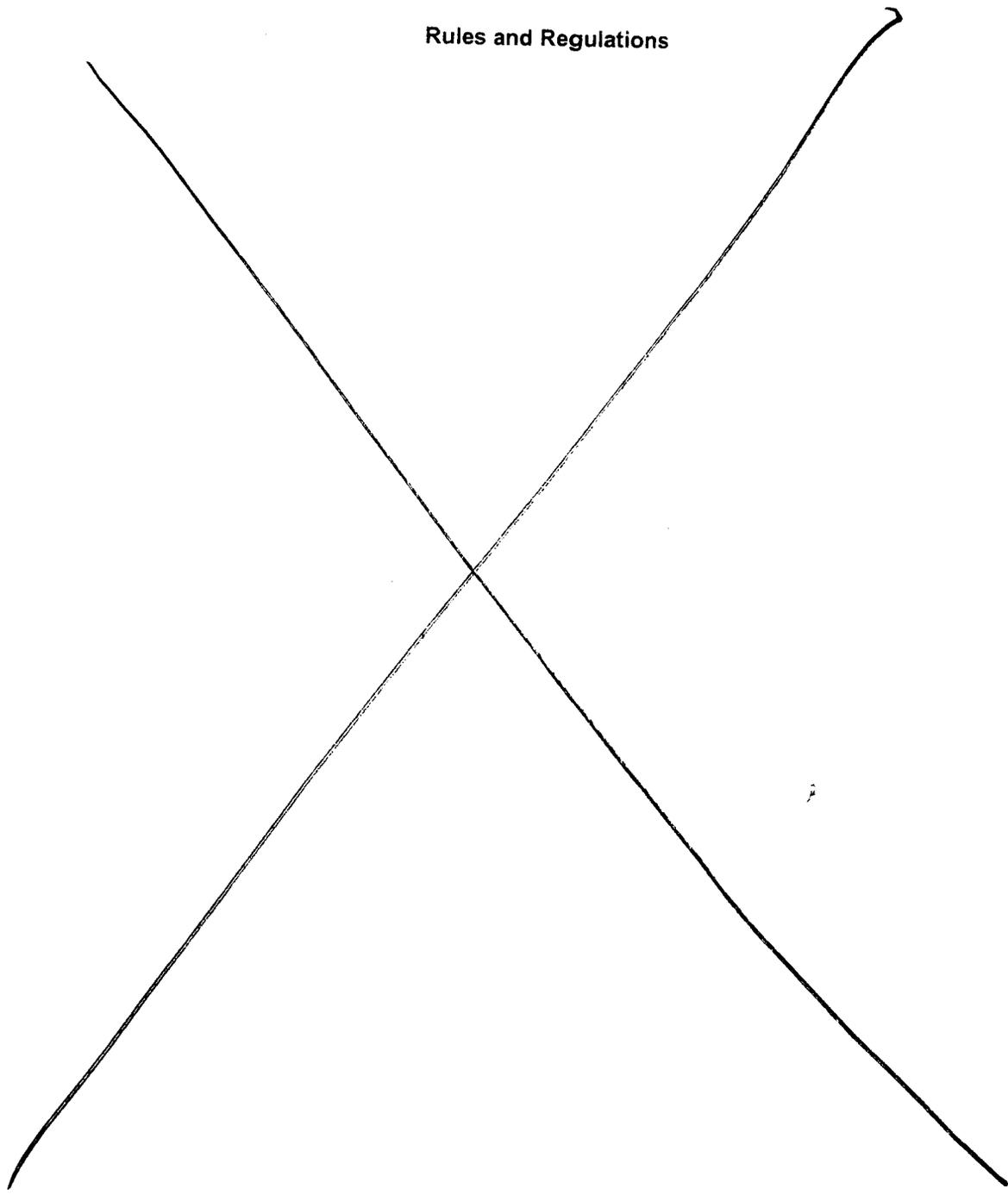
If you have any further questions, please feel free to contact me via phone, facsimile, or e-mail at: Mark.Anastasi@bridgeportct.gov. Thank you for your assistance in this matter.

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.

- NY* *3/1/2012 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

