

AGENDA

CITY COUNCIL MEETING

MONDAY, MAY 2, 2011

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation: Recognizing "The Words on Wheels Poetry Kids."

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: April 4, 2011

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 69-10** Communication from Mayor re Reappointment of Peter J. Holecz (R) to the Harbor Commission referred to Miscellaneous Matters Committee.
- 70-10** Communication from Mayor re Appointment of Susan Tabachnick (D) to the Stratfield Historic District Commission, referred to Miscellaneous Matters Committee.
- 71-10** Communication from Mayor re Appointment of Susan Richter (R) to the Historic District Commission #1, referred to Miscellaneous Matters Committee.
- 72-10** Communication from Mayor re Appointment of Gail Stephen (D) as an alternate to the Historic District Commission #1, referred to Miscellaneous Matters Committee.
- 73-10** Communication from Human Services re Grant Submission: 2011 Neighborhood Assistance Act, referred to Economic and Community Development and Environment Committee.
- 74-10** Communication from OPED re Proposed Sales and Leasing Agreement with AMS Real Estate, LLC, referred to Contracts Committee.
- 75-10** Communication from Public Facilities re Parks Master Planning Services: MNB124105 (Professional Services Agreement) with Sasaki Associates, Inc., referred to Contracts Committee.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:**

- 76-10** Communication from Central Grants and Community Development re Grant Submission: State of Connecticut OPM – 2011 Municipal Plan of Conservation and Development (POCD) Grant Program, referred to Economic and Community Development and Environment Committee.
- 77-10** Communication from Central Grants and Community Development re Grant Submission: State of Connecticut DEP – 2011 Funding for the Development of Public Open Space along the Pequonnock River and for the Improvement of Washington Park, referred to Economic and Community Development and Environment Committee.
- 78-10** Communication from Central Grants and Community Development re Grant Submission: U.S. Department of Transportation, Federal Highway Administration Ferry Boat Discretionary Grant, referred to Economic and Community Development and Environment Committee.

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

- \*20-10** Economic and Community Development and Environment Committee Report re Disposition and Redevelopment of City Owned Properties located at 167 Steuben Street and 95 Gilmore Street former Waltersville School.
- \*45-10** Economic and Community Development and Environment Committee Report re Grant Submission: 2011 Medical Reserve Corps Grant.
- \*63-10** Miscellaneous Matters Committee Report re Bridgeport City Council support of the collective bargaining rights of workers in the State of Wisconsin.
- \*43-10** Budget Committee Report re Five-Year Capital Plan for Fiscal Years 2012-2016 (as amended).
- \*46-10** Budget Committee Report re Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects (\$64,655,000).

**MATTERS TO BE ACTED UPON:**

- 57-10** Miscellaneous Matters Committee Report re State Reimbursement of Low and Moderate Income Housing Tax.

**CITY COUNCIL PUBLIC SPEAKING SESSION  
CITY of BRIDGEPORT  
MAY 2, 2011  
6:30 P.M.**

**ATTENDANCE:** Brannelly, M. McCarthy, Taylor-Moye, Brantley, Walsh, Lyons, Vizzo-Paniccia, Bonney, M. Ayala, Martinez, Paoletto, Baker, Holloway

**ABSENT:** Council members: A. Ayala, T. McCarthy, Austin, Blunt, Silva, Curwen

Majority Leader Council member Bonney called the public speaking session to order at 6:42 pm.

The city clerk took the roll call and announced there was a quorum.

Council member Bonney asked if there were any speakers to be heard  
Hearing none

The public speaking session was closed at 6:44 pm.

*\*There weren't any speakers that previously signed up to address the city council, nor were there any persons present that requested to speak the night of the session.*

RECEIVED  
CITY CLERK'S OFFICE  
2011 MAY 10 A 11:33  
ATTEST  
CITY CLERK

## CITY COUNCIL MEETING

Monday, May 2, 2011

7:00 p.m.

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

ATTENDANCE: Brannelly, M. McCarthy, Taylor-Moye, Brantley, Walsh, Austin, Lyons  
Vizzo-Paniccia, Bonney, dePara, M. Ayala, Martinez, Paoletto,  
Curwen, Baker, Holloway

ABSENT: Council members: A. Ayala. T. McCarthy, Blunt, Silva

Mayor Finch called the meeting to order at 7:06 pm.

Prayer -the prayer was offered by Council member Brantley.

Pledge of Allegiance -the pledge was led by John a member of the AFL-CIO Labor  
Union

Roll Call - the city clerk took the roll and she announced there was  
a quorum.

Mayoral Proclamation: Recognizing "The Words on Wheels Poetry Kids."

Mayor Finch approached the front of council chambers with Council member Bonney and  
the City Clerk Fleeta Hudson to present the proclamation.

Mayor Finch invited the youth and the leaders of the program forward to be recognized by  
the reading of the proclamation. He stated that it was the city's goal to become a cleaner  
Bridgeport for the betterment of the skies and air. He expressed that there was a poetry  
contest that students from local schools participated in. The contest was sponsored by  
General Electric and the Greater Bridgeport Transit Authority for grades 4 through  
12. Each student submitted original poetry that was recited at the Poetry Slam on April 6,  
2011 and out of two-hundred and thirty entries; forty-six entries were selected. *Mayor  
Finch read the proclamation and declared May 2, 2011 "Wheels on Poetry Day"!*

One of the teachers stated that all the students worked hard and she was proud of them.  
She further thanked GE and GBTA for sponsoring the contest.

*Mayor Finch requested all the parents present to stand up to be recognized.*

He expressed how important it is for parents to get involved in the student's school activities, noting that it helps them succeed. He thanked all the students for a great job done.

*A group picture was taken and it was noted that a large majority of the poetry contestants were girls; it was noted that boys also participated.*

Mayor Finch announced that Council President McCarthy and Council member A. Ayala were ill and not able to attend the meeting tonight.

#### **MINUTES FOR APPROVAL:**

Approval of City Council Minutes: April 4, 2011

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

#### **COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO REFER COMMUNICATIONS  
TO COMMITTEES:  
\*\* COUNCIL MEMBER WALSH SECONDED**

- 69-10** Communication from Mayor re Reappointment of Peter J. Holecz (R) to the Harbor Commission referred to Miscellaneous Matters Committee.
- 70-10** Communication from Mayor re Appointment of Susan Tabachnick (D) to the Stratfield Historic District Commission, referred to Miscellaneous Matters Committee.
- 71-10** Communication from Mayor re Appointment of Susan Richter (R) to the Historic District Commission #1, referred to Miscellaneous Matters Committee.
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- 75-10**      Communication from Public Facilities re Parks Master Planning Services: MNB124105 (Professional Services Agreement) with Sasaki Associates, Inc., referred to Contracts Committee.
  
- 76-10**      Communication from Central Grants and Community Development re Grant Submission: State of Connecticut OPM – 2011 Municipal Plan of Conservation and Development (POCD) Grant Program, referred to Economic and Community Development and Environment Committee.
  
- 77-10**      Communication from Central Grants and Community Development re Grant Submission: State of Connecticut DEP – 2011 Funding for the Development of Public Open Space along the Pequonnock River and for the Improvement of Washington Park, referred to Economic and Community Development and Environment Committee.
  
- 78-10**      Communication from Central Grants and Community Development re Grant Submission: U.S. Department of Transportation, Federal Highway Administration Ferry Boat Discretionary Grant, referred to Economic and Community Development and Environment Committee.

**\*\* MOTION PASSED UNANIMOUSLY**

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

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

Council member Brannelly made a request to remove the following items:

- \*43-10**      Budget Committee Report re Five-Year Capital Plan for Fiscal Years 2012-2016 (as amended).
- \*46-10**      Budget Committee Report re Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects (\$64,655,000).

The city clerk read the remaining items into the record.

**\*\* COUNCIL MEMBER BRANNELLY MOVED TO APPROVE  
\*\* COUNCIL MEMBER LYONS SECONDED**

- \*20-10**      Economic and Community Development and Environment Committee Report re Disposition and Redevelopment of City Owned Properties located at 167 Steuben Street and 95 Gilmore Street former Waltersville School.
  
- \*45-10**      Economic and Community Development and Environment Committee Report re Grant Submission: 2011 Medical Reserve Corps Grant.

- \*63-10 Miscellaneous Matters Committee Report re Bridgeport City Council support of the collective bargaining rights of workers in the State of Wisconsin.
- \*43-10 Budget Committee Report re Five-Year Capital Plan for Fiscal Years 2012-2016 (as amended). - *removed*
- \*46-10 Budget Committee Report re Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects (\$64,655,000). - *removed*

\*\* **MOTION PASSED UNANIMOUSLY**

The Mayor returned to the consent calendar to take up the item that was removed \*43-10 Budget Committee Report re Five-Year Capital Plan for Fiscal Years 2012-2016 (as amended).

\*\* **COUNCIL MEMBER BRANNELLY MOVED TO AMEND THE ITEM FOR THE PURPOSE OF ADDING TWO FEASIBILITY STUDIES TO BE CONDUCTED**

\*\* **COUNCIL MEMBER CURWEN**

***\*It was stated that each feasibility would cost \$200k each for a total of \$400k***

Council member Baker asked if for clarification if they were adding the east end library. Council member Curwen replied yes.

Council member Walsh asked why the libraries couldn't conduct the study at their own cost. He recalled that the city already gave them a special mill rate.

Council member Brannelly explained that the funds will come out of the libraries budget, but the items need to be approved out of the capital plan.

Council member Baker requested additional information regarding the items. He wanted to find out exactly where the money was coming from. Council member Curwen explained that the amounts requested were only for the purpose of the feasibility studies and not for bonding the actual projects. He further explained that the studies were required to determine the extent of the work to be done. He clarified that the feasibility studies would be done for the east end and east side libraries.

Council member Martinez expressed that the east end and east side have been waiting for a nice library for years. She thanked everyone involved in initiating the project.

\*\* **MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITION (COUNCIL MEMBERS: BAKER and WALSH)**

\*\* **COUNCIL MEMBER BRANNELLY MOVED TO APPROVE ITEM \*43-10 Budget Committee Report re Five-Year Capital Plan for Fiscal Years 2012-2016 (as amended).**

\*\* **COUNCIL MEMBER LYONS SECONDED**

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

**\*46-10** Budget Committee Report re Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects (\$64,655,000).

**\*\* COUNCIL MEMBER BRANNELLY MOVED TO AMEND FOR THE PURPOSE OF ADDING TWO PROJECTS FOR THE EAST END LIBRARY and THE EAST SIDE LIBRARY FEASIBILITY STUDIES AT A COST OF \$65,550,000.00**

**\*\* COUNCIL MEMBER BRANTLEY SECONDED**

**\*\* MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITION (COUNCIL MEMBERS: BAKER and WALSH)**

**\*\* COUNCIL MEMBER BRANNELLY MOVED TO APPROVE AS AMENDED**  
**\*\* COUNCIL MEMBER BRANTLEY SECONDED**

Council member Walsh stated that he objected to the wording in the resolution. He said that every time the city council approves an item, they give away the power that is supported in the city charter. He emphasized that he had a problem with spending \$65 million when they cry poverty for other matters that plague the city. He felt it would be ill spent money for the city and for city employees. He stated that he would vote against the item.

Council member Baker felt the matter was equivalent to irresponsible spending from a financial standpoint for the City of Bridgeport.

**\*\* MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND TWO VOTES IN OPPOSITION (COUNCIL MEMBERS: BAKER and WALSH)**

**MATTERS TO BE ACTED UPON:**

**57-10** Miscellaneous Matters Committee Report re State Reimbursement of Low and Moderate Income Housing Tax.

Council member Vizzo-Paniccia updated that the item passed in committee.

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO APPROVE**

**\*\* COUNCIL MEMBER BRANTLEY SECONDED**

**\*\* MOTION PASSED WITH FIFTEEN VOTES IN FAVOR AND ONE ABSTENTION (COUNCIL MEMBER M. AYALA)**

***\*It was stated that Council member M. Ayala also abstained from the vote during the Miscellaneous Matters Committee meeting.***

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF REFERRING AN ITEM TO THE CONTRACTS COMMITTEE**

**\*\* COUNCIL MEMBER CURWEN SECONDED**

Council member Holloway asked if the item couldn't be added to the agenda through the regular process. Council member Paoletto said no. He explained that the item would be taken up during the Contracts Committee meeting scheduled next week.

**\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO REFER THE FOLLOWING  
ITEM TO THE CONTRACTS COMMITTEE RE: PROPOSED AMENDMENT  
of AGREEMENT between the TOWN of STRATFORD and the CITY of  
BRIDGEPORT and THEIR RESPECTIVE WATER POLLUTION CONTROL  
AUTHORITIES (ITEM # 79-10)**

**\*\* COUNCIL MEMBR BRANNELLY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

### **ADJOURNMENT**

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN  
\*\* COUNCIL MEMBER AUSTIN SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 7:40 pm.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

BILL FINCH  
Mayor

COMM.#69-10 Referred to Miscellaneous Matters Committee on 05/02/2011  
MEMORANDUM

TO: Fleeta Hudson – City Clerk  
FROM: Mayor Bill Finch *Bill Finch*  
DATE: April 25, 2011  
RE: Boards & Commissions

Please place the following name on the May 2, 2011 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of reappointment to the Harbor Commission:

Peter J. Holecz (R)  
474 Courtland Avenue  
Bridgeport, CT 06605

This term will expire on September 30, 2014.

BF/lac

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2011 APR 27 A 11: 27  
ATTEST  
CITY CLERK



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

COMM.#70-10 Referred to Miscellaneous Matters Committee on 05/02/2011  
MEMORANDUM

BILL FINCH  
Mayor

TO: Fleeta Hudson – City Clerk  
FROM: Mayor Bill Finch  
DATE: April 26, 2011  
RE: Boards & Commissions

Please place the following name on the May 2, 2011 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Stratfield Historic District Commission:

Susan Tabachnick (D)  
21 Brooklawn Place  
Bridgeport, CT 06604

This will replace the seat held by Robert Halstead. Ms. Tabachnick's term will expire 12/31/15

BF/lac

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2011 APR 27 A 11:28  
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OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

BILL FINCH  
Mayor

COMM.#71-10 Referred to Miscellaneous Matters Committee on 05/02/2011  
MEMORANDUM

TO: Fleeta Hudson – City Clerk  
FROM: Mayor Bill Finch *Bill Finch*  
DATE: April 26, 2011  
RE: Boards & Commissions

Please place the following name on the May 2, 2011 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the Historic District Commission #1:

Susan Richter (R)  
554 West Jackson Avenue  
Bridgeport, CT 06604

This will fill a vacancy. Ms. Richter's term will expire 12/31/12

BF/lac

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2011 APR 27 A 11:28  
ATTEST  
CITY CLERK



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT  
999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7201  
FAX (203) 576-3913

BILL FINCH  
Mayor

COMM.#72-10 Referred to Miscellaneous Matters Committee on 05/02/2011  
MEMORANDUM

TO: Fleeta Hudson – City Clerk  
FROM: Mayor Bill Finch *Bill Finch*  
DATE: April 26, 2011  
RE: Boards & Commissions

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Please place the following name on the May 2, 2011 City Council agenda for referral to the Miscellaneous Matters Committee for the purpose of an alternate appointment to the Historic District Commission #1:

Gail Stephen (D)  
39 Sims Street  
Bridgeport, CT 06604

This will fill a vacancy. Ms. Stephen's term will expire 12/31/12

BF/lac

ATTEST  
CITY CLERK

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CITY CLERK'S OFFICE  
2011 APR 27 A 11:28



*City of Bridgeport*  
**Department of Human Services**

752 East Main Street, Bridgeport, Connecticut 06608  
Telephone (203) 576-7110 • Fax (203) 576-8311

VALERIE SORRENTINO  
Deputy Director  
E-mail: [sorrev0@ci.bridgeport.ct.us](mailto:sorrev0@ci.bridgeport.ct.us)

BILL FINCH  
Mayor

COMM.#73-10 Referred to ECD&E Committee on 05/02/2011

April 26, 2011

Fleeta Hudson  
City Clerk  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, Ct. 06604

**Re: 2011 Neighborhood Assistance Act**

Dear Ms. Hudson,

The Human Services Department requests review and approval of the attached list of organizations who are applying for approval under the 2011 Neighborhood Assistance Act. The NAA provides tax credits to businesses who contribute to community programs that have received both municipal and state approvals.

Your consideration of this matter is appreciated. Please feel free to call me at 576-7110 with any questions.

Sincerely,

*Valerie Sorrentino*

Valerie Sorrentino  
Deputy Director

VS/

RECEIVED  
CITY CLERK'S OFFICE  
2011 APR 27 A 11:39  
ATTEST  
CITY CLERK

## CERTIFIED RESOLUTION

I, Frances Wilson, Assistant City Clerk of the City of Bridgeport, a Connecticut Corporation (the "Contractor"), **DO HEREBY** certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Bridgeport City Council of the Contractor duly held and convened on \_\_\_\_\_, at which meeting a duly constituted quorum of the Bridgeport City Council was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

**RESOLVED:** That the Mayor of the City of Bridgeport is empowered to enter into and amend contractual instruments in the name and on behalf of this Contractor with the Department of Revenue Services for the 2011 Neighborhood Assistance Act Program and to affix the corporate seal.

**IN WITNESS WHEREOF**, the undersigned has affixed his or her signature and the corporate seal of the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

(Seal or L.S.)

\_\_\_\_\_  
Signature of Secretary or Clerk

**CITY OF BRIDGEPORT****2011 CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT**

<b>ORGANIZATION</b>	<b>PROGRAM</b>	<b>AMOUNT</b>
Big Brothers Big Sisters of SW Ct, Inc.	Mentoring in Bridgeport Community	\$50,000
Bridgeport Area Youth Ministry	Computer Genesis	\$150,000
Bridgeport Public Education Fund, Inc.	Enrichment Program	\$150,000
Bridgeport Public Schools	Bridgeport School Improvement Program	\$150,000
Burroughs Community Center	Family Programs – VITA/Language Center Community Garden & Facility Revitalization	\$100,000
Central Ct Coast YMCA	South End Community Center - Children and Families	\$50,000
	YMCA PALS Daycare Centers	\$50,000
Connecticut Resources Recovery Authority Garbage Museum	Project Renew	\$16,800
Groundwork Bridgeport, Inc.	Groundwork in the Neighborhood	\$150,000
Habitat for Humanity of Coastal Fairfield County	Habitat for Humanity	\$150,000
Jewish Center for Community Services	Air Conditioning Compressor Replacement	\$35,000
Junior Achievement of Western Ct, Inc.	Economic and Financial Literacy Education	\$150,000
Mercy Learning Center	Literacy and Life Skills Program	\$150,000
Original Works, Inc.	Original Works, Inc. Music School	\$25,000



City of Bridgeport, Connecticut  
**OFFICE OF PLANNING & ECONOMIC DEVELOPMENT**

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

BILL FINCH

Mayor

COMM. #74-10 Referred to Contracts Committee on 05/02/2011

Donald C. Eversley  
Director

April 26, 2011

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

RE: Sales and Leasing Agreement with AMS Real Estate, LLC

Dear Honorable Body:

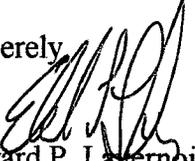
In late 2010, the City of Bridgeport, through its Finance Department, issued a Request For Qualifications for a firm to help it market some of its excess real estate assets. Three firms responded to the RFQ, and those firms were subsequently evaluated and ranked by a selection committee. AMS Real Estate, LLC (AMS), a Bridgeport based firm, was recommended by the committee, and the process and selection of AMS were eventually approved by the Board of Public Purchases earlier this year.

Please find attached a resolution for your review and consideration that would authorize the Mayor to enter into a Sales and Leasing Agreement with AMS.

The Office of Planning and Economic Development managed the selection process, obtained the Board of Public Purchases approval, and negotiated the basic terms of the anticipated agreement as outlined in the proposed resolution. This office will be represented at the meetings wherein you consider this resolution, prepared to discuss all aspects of the selection process and proposed engagement with AMS.

Thank you for your attention in this matter.

Sincerely,

  
Edward P. Lavernoch

Attachment

RECEIVED  
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2011 APR 27 P 3:22  
ATTEST  
CITY CLERK

A Resolution by the Bridgeport City Council Regarding  
A Sales and Leasing Agreement with AMS Real Estate, LLC

WHEREAS, the City of Bridgeport ("City") has ownership of certain real estate property assets that it has no or limited use for in its operations; and

WHEREAS, it is in the best interest of the City to market these real estate property assets to investors, so that some or all of the following goals may be achieved: increased property taxes, sales proceeds, reduced maintenance and other carrying expenses, lessen potential liabilities, and new investment resulting in economic development; and

WHEREAS, in October 2010, the City issued a REQUEST FOR QUALIFICATIONS FOR MARKETING/ASSET MANAGEMENT SERVICES OF EXCESS COMMERCIAL MUNICIPAL PROPERTY, for the purpose of identifying a qualified and accomplished real estate brokerage firm to market City-owned properties; and

WHEREAS, the responses to the aforementioned RFQ process were subjected to a formal evaluation and selection process, which was subsequently approved by the Board of Public Purchases on February 9<sup>th</sup>, 2011; and

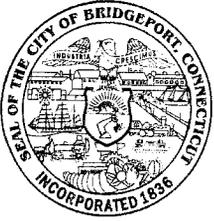
WHEREAS, AMS Real Estate, LLC ("AMS"), a Bridgeport based company, was chosen through the selection process; and

WHEREAS, the City and AMS have agreed to the general terms of engagement for a Sales and Leasing Agreement, such agreement to include the following at a minimum:

1) A list of City-owned properties to be covered by the engagement; 2) A 6% seller's commission on only those consummated sales on the list, with a minimum commission of \$2,000 for any single property transaction; 3) A 12 month engagement, which may be extended via mutual agreement for an additional 12 months; and

WHEREAS, all real estate transactions the City may ultimately participate in pursuant to the engagement of AMS will be evaluated on their own merits and subject to the case by case approval of the City Council:

NOW THEREFORE, BE IT RESOLVED, that the Bridgeport City Council authorizes the Mayor to negotiate the specific provisions of a Sales and Leasing Agreement with AMS in accordance with the general terms herein, and to enter into the Sales and Leasing Agreement, and such other incidental and related documents as may be necessary and approved by the Office of the City Attorney, on behalf of the City of Bridgeport.



OFFICE OF THE  
**DEPARTMENT OF PUBLIC FACILITIES**

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

**CHARLES M. CARROLL**  
*Director Public Facilities*

BILL FINCH  
Mayor

COMM.#75-10 Referred to Contracts Committee on 05/02/2011

April 27, 2011

Mrs. Fleeta Hudson  
City Clerk  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

Dear Mrs. Hudson:

The Department of Parks and Recreation requests that the attached resolution: Parks Master Planning Services City of Bridgeport, CT: MNB124105 be placed on the April 27, 2011, City Council Agenda to be referred to the Contracts Committee for approval.

Sincerely,

Charles M. Carroll  
Director of Public Facilities  
and Parks and Recreation

CMC:emg

RECEIVED  
CITY CLERK'S OFFICE  
2011 APR 27 P 3:40  
ATTEST  
CITY CLERK

## RESOLUTION

**WHEREAS**, the City of Bridgeport Parks and Recreation Department provides well maintained, enjoyable park grounds and facilities to enhance the quality of life for City residents and visitors; preserves and protects open spaces, provides opportunities for active and passive recreation, and maintains the landscapes, environment, structures, and woodlands that exist within these areas., and

**WHEREAS**, the City of Bridgeport conducted a Request for Proposal for Parks Master Planning Services City of Bridgeport, CT: MNB124105 which named the following three primary goals:

1. Enhance existing resources of the Park City.
2. Expand the city's open space inventory.
3. Ensure that all residents live within a 15-minute walk from a park or open space by 2020.

**WHEREAS**, the City of Bridgeport identified the following objectives in the aforementioned request for proposals:

- a. Recreation opportunities for all age groups and underserved communities and neighborhoods;
- b. Parks and land preserves for passive recreation, protection of threatened natural habitats, and stormwater management;
- c. Neighborhood community centers and playgrounds;
- d. School playgrounds available for public use;
- e. Optimization of existing parks and open spaces;
- f. Enhancement of and improved access to the city's waterfront;
- g. Interconnections among the City's major parks and open space areas.
- h. Coordinate with similar planning efforts on-going at Pleasure Beach including restored public access.

**WHEREAS**, the City of Bridgeport reviewed all submittals and conducted interviews of all forms with a selection committee which process was approved by the City's Board of Public Purchases and under which Sasaki Associates, has been selected to perform these professional services,

**WHEREAS**, the the Parks & Recreation Department is requesting approval to execute a contract agreement with Sasaki Associates, Inc. in the amount of \$278,000 to prepare the requisite Parks Master Plan, and

**WHEREAS**, the Department of Public Facilities and Parks and Recreation are ready to manage this extensive effort that focuses on implementation as much as for the planning, architectural design, construction and development of public projects

that improve the City and expand the park and recreational services the City provides to its residents, and

**WHEREAS**, the City of Bridgeport has 45 parks and over 1300 acres of park land under its jurisdiction by the City of Bridgeport, Parks and Recreation Department, and the Board of Park Commissioners and

**WHEREAS**, these parks and connective roadways would benefit greatly by the creation and completion of a detailed city wide Park System Master Plan to provide improvements such as park amenities, playgrounds, picnic areas, greenways and other recreational offerings in order to improve services to City residents,

**NOW THEREFORE**, be it hereby **RESOLVED**, that the Mayor may and be hereby authorized to execute a contract for a City Park's Master Plan, substantially in the form attached hereto and made a part hereof as Exhibit A, upon final approval of the Office of the City Attorney.

# EXHIBIT A

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the \_\_\_ day of \_\_\_\_\_, 2011 (the "Agreement") is hereby entered into between Sasaki Associates, Inc., a corporation organized and existing under the laws of the State of \_\_\_\_\_ with offices at 64 Pleasant Street, Watertown, MA 02472 (the "Consultant") and the City of Bridgeport, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "City") on the following terms and conditions:

WHEREAS the City requires the master planning services of the Consultant for the purpose of assisting the City in obtaining and implementing a master plan for its parks through variety of tasks including conceptual designs and feasibility studies; and

WHEREAS the Consultant agrees to commence its Services and perform the same in accordance with this Agreement and as specifically directed by the City;

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Consultant to facilitate master planning and implementation of a master plan for its parks as more fully set forth and described in the statement of work attached hereto and made a part hereof as Exhibit 1 and such other tasks as the City may direct the Consultant to perform within the general scope of activities for which the Consultant is being engaged (the "Services" or "Project").
2. Term of Engagement. This Agreement shall commence within five (5) business days of the date last below written and shall continue in full force and effect until the Services are completed according to this Agreement and the schedule attached hereto and made a part hereof as Exhibit 2, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("Term"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City. Notwithstanding the foregoing, the Services shall be completed within six (6) months of the date last below written.
3. Record of Activities. The Consultant shall maintain contemporaneous records of time devoted and tasks performed in sufficient detail requested by the City, which records shall be submitted to the City monthly during the Term.

Unless otherwise stated, all work schedules and assigned team members as set forth herein shall be considered a material part of this Agreement. Assigned team members shall not be substituted or replaced absent the prior consent of the City, which consent shall not be unreasonably withheld.

4. Payment.

(a) Source of Funds. The Consultant's activities under this Agreement will be funded from predominantly City funds. Such funding shall be paid to the City to compensate the Consultant for the Services performed in accordance with this Agreement; provided, however, that the parties may agree in the future to continue the services of the Consultant in accordance with the terms of the City's purchasing ordinance. The parties understand that the Consultant will provide its Services with a maximum capped sum of Two Hundred Seventy Eight Thousand (\$278,000.00) Dollars inclusive of costs and materials. Consultant will invoice the City monthly for its actual, reasonable costs related to the percentage of completion as relates to each phase of the project as set forth in Exhibit 1.

(b) Payment. The City shall pay within 45 days of receipt of a complete invoice.

5. Acceptability of Information and Reports Supplied by the Consultant. Any and all information and reports, whether supplied orally or in writing by the Consultant, shall be based upon consistent and reliable data-gathering methods and may be relied upon by the City.

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. Noncircumvention. [INTENTIONALLY OMITTED]

9. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Proprietary Rights or Confidential Information rights would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.

10. Representations and Warranties.

The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

(a) The Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in its employ or will hire qualified and trained personnel to perform the Services required.

(b) The Consultant represents that it can commence the Services promptly within five (5) days of the receipt of a notice to proceed and will complete the Services in a timely manner on a schedule to be approved by the City.

(c) The Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any treaties, laws, codes, rules, regulations, or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

(e) The Consultant will not subcontract any of the work to third parties without prior written notice to the City and receipt of the City's prior written consent.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of same in accordance with the terms of this Agreement.

(h) The Consultant represents that it possesses all licenses and permits that may be required to perform the Services required by this Agreement.

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may

terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

(j) The Consultant represents and warrants that any computer program included as a deliverable Service hereunder operates substantially in accordance with the specifications for such work and in compliance with Year 2000 Standards. For these purposes, "Year 2000 Standards" means the deliverable Services and the reports prepared in connection therewith records, stores, recognizes, interprets, processes and presents both 20th and 21st century dates using four (4) digit years and operates at a programming interface level with other programs for which it could reasonably be expected to operate without causing the other programs to violate such Year 2000 Standards.

11. Remedies & Liabilities.

- (a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available in law or equity and to a purchaser of goods under the Uniform Commercial Code.
- (b) Liquidated Damages. In addition to any other available remedies, delays in the timely completion of the Services by the current Grant deadline will result in Grant implications and timing implications on the implementation of the master plan. Both parties agree that damages for delay and that delays in completion of the Services, for activities that are the responsibility of and within the control of the Consultant, shall entitle the City to liquidated damages in the amount of \$100 per day for each day the Services are not completed. The parties represent, acknowledge and agree that the actual damages for failure to complete the Services in the time required herein would be uncertain, as well as difficult, if not impossible, to ascertain or prove and that the liquidated damages as set forth herein bears a reasonable relationship to the presumable loss or injury for delays.
- (c) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED

BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

12. **Notices.** Notices sent to either party shall be effective on the date delivered in person by hand or by overnight mail service or on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the City:

Director of Parks & Recreation  
City of Bridgeport  
City Hall Annex  
999 Broad Street, Second Floor  
Bridgeport, Connecticut 06604

with a copy to:

Office of the City Attorney  
999 Broad Street, Second Floor  
Bridgeport, Connecticut 06604

If to the Consultant, at the address first written above:

**13. Termination For Default; Termination For Convenience.**

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with

best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").

(b) The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination.

14. Resolution of Disputes and Choice of Law. 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, are subject to the following dispute resolution procedure:

(a) **Initiation of Dispute Resolution Process.** In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this agreement, that a dispute continues to exist. In addition, a copy shall be sent to the City's Chief Administrative Officer ("CAO"), City Hall Annex, 999 Broad Street, Bridgeport, CT 06604. The notice shall set forth the nature of the dispute, the notifying party's position statement, and copies of documents supporting its position regarding the dispute. The Within seven (7) calendar days after the date such notice is given, the other party shall file its position statement and supporting documents to the CAO. Within fifteen (15) working days after receipt of such reply, the CAO shall review the matter, issue a written determination ("**Determination**"), and mail a copy thereof to the parties. The CAO may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion.

(b) **Mediation.** If either party objects to the Determination, such party shall commence non-binding mediation before the American Arbitration Association ("AAA"), or similar mediation organization selected by the City in the City's sole discretion within thirty (30) days after the date of the Determination. The City shall determine whether such mediation will be conducted in accordance with AAA mediation rules then in effect or another entity's mediation rules. Such mediation will be held in Bridgeport, Connecticut. Each party shall bear the cost of its respective counsel and one-half of the administrative costs of such mediation, including but not limited to the mediator's fees and expenses. Failure by either party to file for

mediation within such 30-day period shall be deemed a waiver by both parties of their respective right to appeal such Determination, in which event such Determination shall be final and enforceable in any court having jurisdiction over the parties.

(c) **Arbitration, or Litigation at City's Option.** If mediation does not resolve the dispute, either party may submit such dispute to the AAA, or similar alternate dispute resolution entity selected by the City in the City's sole discretion. The City shall determine whether such arbitration will be conducted pursuant to the AAA construction rules of arbitration then in effect or by the rules of another entity. Notwithstanding the parties' respective rights to seek arbitration of the dispute, the City shall have the independent right, exercisable within sixty (60) days after any arbitration is commenced, in its sole and absolute discretion, to seek resolution of the dispute in a court of law having jurisdiction over the parties, in which event, resolution of the dispute by arbitration shall be deemed waived by the parties, any pending arbitration shall be deemed stayed, and the decision of the court having jurisdiction over the parties to which the dispute is submitted by the City shall be final and binding upon the parties. If the City either (a) initiates arbitration or (b) does not move to stay an arbitration initiated by the other party within such 60-day period, the dispute shall be resolved by arbitration.

(d) **Arbitration Process.** Arbitration shall be held before a 3-member panel of arbitrators, unless the parties mutually agree to a single arbitrator, all of whom shall be residents of, or permanently employed in, the State of Connecticut. All arbitrators must have a minimum of ten (10) years' current experience in their profession or occupation, a minimum of ten (10) years' of relevant demonstrated experience, and a level of dispute resolution training commensurate with the nature and value of the dispute. The dispute resolution organization shall submit one or more lists containing a minimum of fifteen (15) potential panelists who are duly-qualified. If the parties cannot agree to a panel after three (3) lists have been provided, the selection of arbitrators shall be submitted to the chief administrative judge of the State Superior Court located in Bridgeport, Connecticut for resolution. The arbitration shall be held in the City of Bridgeport and any award rendered shall be final and binding upon the parties and enforceable in a court of competent jurisdiction. Upon the request of either party, the dispute may be determined by any expedited procedure of the AAA then in effect or expedited procedure of another alternate dispute resolution entity then in effect, if the nature and amount of such dispute warrants resolution by an expedited procedure under the AAA's or such entity's rules. The parties shall be entitled to full and fair discovery of documents and information necessary for the

defense or prosecution of their respective claims, provided that such discovery is not unduly burdensome, unduly costly, prejudicial or violative of a party's right to withhold confidential information such as attorney/client privileged communications and work product. In the conduct of the proceedings, the parties may vary the selected rules of administration by mutual agreement, but will give due consideration of the panel's suggestions of varying the procedure in the interests of expedited resolution of the dispute. The parties shall specify the manner and breakdown of the panel's award. The panel shall have authority, in its sole discretion, to award reasonable attorneys' fees and costs to the prevailing party. If the award does not contain an award of attorneys' fees and/or costs, each party shall bear the cost of its respective counsel, and one-half of the administrative costs of such arbitration, including but not limited to the arbitrators' fees and expenses (except filing fees for demands and counterclaims, which shall be borne by the party initiating such demand or counterclaim). THIS AGREEMENT SHALL BE DEEMED TO MODIFY THE ARBITRATION RULES OF THE ORGANIZATION SELECTED BY THE CITY, WHOSE RULES SHALL BE DEEMED SUBORDINATE TO THIS AGREEMENT, AND THE ARBITRATION OF THE DISPUTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CONNECTICUT. ANY AWARD THAT IS NOT RENDERED IN COMPLIANCE WITH PREVAILING CONNECTICUT LAW AT THE TIME THE AWARD IS RENDERED SHALL BE DEEMED VIOLATIVE OF PUBLIC POLICY AND MAY BE APPEALED TO A COURT OF COMPETENT JURISDICTION OVER THE PARTIES AS AN INDEPENDENT GROUND FOR APPEAL.

- (e) **Joinder in Other Proceedings.** The City reserves the right to require the joinder and participation of the other party to this agreement in any other arbitration or litigation involving a claim by another party that relates to the subject matter set forth in this agreement and, reserves the additional right, if necessary or desirable in the City's sole determination, to join or implead the other party to this agreement into such arbitration or litigation when doing so is deemed by the City to be in its best interests.

15. **Independent Consultant Status.** The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment,

sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

(a) Indemnification. The Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Consultant shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents.

B. Insurance requirements: (1) The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every contractor and subcontractor in any tier according to the work being performed and shall ensure that the City is named as additional insured with notice of cancellation in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating acceptable to the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal

injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 property damage.

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

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

(b) General requirements. All policies shall include the following provisions:

**Cancellation notice**—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

**Certificates of Insurance**—All policies will be evidenced by an original certificate of insurance delivered to the City and authorized and executed by the insurer as fully endorsed reflecting all coverage required, such certificate required to be delivered to the City prior to any work or other activity commencing under this agreement.

**Additional insured**—The Consultant and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically

thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial ratings acceptable to the City. Such certificates shall designate the City in the following form and manner:

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

thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial ratings acceptable to the City. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns  
ATIMA  
Attention: Purchasing Agent  
45 Lyon Terrace  
Bridgeport, Connecticut 06604"

18. Nondiscrimination. The Consultant 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 on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, civil union status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

19. Communications. All communications shall be made orally or in writing with Charles Carroll, Director of Public Facilities, or his respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute

19. Communications. All communications shall be made orally or in writing with Charles Carroll, Director of Public Facilities, or his respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by both parties.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Consultant without the City's prior written consent and any attempt to the contrary shall be void.

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

(e) **Partial Invalidity.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

(f) **Partial Waiver.** The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(g) **Headings.** Headings are for reference purposes only and have no substantive effect.

(h) **Survival.** All representations, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(i) **Property Access.** The parties understand that it is the City's obligation to obtain legal access to City property where the Consultant's Services are to be performed. The Consultant shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the City in writing.

(k) **Choice of Law.** This Agreement shall be governed and construed under the laws of the State of Connecticut. Consultant expressly consents to the jurisdiction of the State and Federal Court's located in the State of Connecticut.

**IN WITNESS WHEREOF**, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly-authorized representatives.

**CITY OF BRIDGEPORT**

By: \_\_\_\_\_  
Bill Finch  
Mayor  
duly-authorized

\_\_\_\_\_  
\_\_\_\_\_

**CONSULTANT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:  
duly-authorized

April 15, 2011

Mr. Stephen T. Hladun  
Special Projects Coordinator  
City of Bridgeport  
Parks and Recreation Department

re: Bridgeport Parks Master Plan  
SA #06364.96

Dear Steve:

Thank you very much for providing Sasaki Associates, Inc. (Sasaki) the opportunity to submit this proposal for professional services to the City of Bridgeport, Connecticut for the Parks Master Plan. The study area will include the forty-five (45) parks within the City of Bridgeport (see table at end). The study will seek to understand the role of the parks within the City context, with consideration of neighborhoods and districts, park identities, transportation connections and corridors, overall circulation, design of open space, wayfinding, compatible uses and activities, and other key relationships to the study area. Working with Sasaki will be Barbara Heller, who will provide her expertise in strategic park planning, parks assessment, and parks operations. Collectively, we share the City's enthusiasm for this exciting project, and are excited by the opportunity to work with the City in shaping this vision for the future.

#### **PROJECT APPROACH**

Bridgeport residents benefit from the City's exceptional open space legacy. The parks are a profound gift from visionary leaders that have withstood many changes over the years. As Bridgeport strives to reinvigorate its ecosystem, economy, and community, our team will urge the city to think big about the lasting contribution that parklands make toward a prosperous future. The Parks Vision will provide a new legacy for Bridgeport: an interconnected network of historic and community parks that respects and sustains the Park City tradition while endowing future generations with healthier ecological, social and economic environments.

First, the Vision will address the immediate priorities of cleanliness, safety and amenity in the city's parks. We will develop sustainable design and maintenance standards to address these concerns. The Vision will respect and celebrate the historical significance of Bridgeport's two Olmsted-designed parks while layering in amenities that speak to the City's current and future population. At the same time, it will also provide innovative ways of securing ownership and amenity in underserved neighborhoods such as creating community gardens and greenhouses, utilizing rooftops, vacant parking lots, and school property, and accessing unused structures for indoor program.

Second, the Vision will create a healthier city – ecologically, socially and economically – for future generations. We understand the challenges, but also the great power, of BGreen 2020; the park system is a critical layer of Bridgeport's sustainable future. We will identify projects that create combined solutions to multiple concerns. In order to make this vision possible, we will challenge, engage and inspire the community – helping to build organizational capacity through better, more sustainable maintenance practices.

Lastly, the Vision will generate a resilient plan – driven, owned and implemented by the Bridgeport Community. We will capitalize on residents' aspirations to be engaged while openly

communicating to them how the changes they desire fit into larger issues such as budgeting, operations and capacity. This will allow the public to participate in a shared evaluation of alternatives. We will combine our best ideas and professional expertise with the community's needs and aspirations in an inspired teaching and learning process that will build community governance of the outcomes.

## **SCOPE OF SERVICES**

### **PHASE 1 PROJECT FRAMEWORK, GOAL SETTING, INVENTORY AND ANALYSIS**

(Phase Total: \$70,900)

The initial phase of work establishes the criteria for moving forward including data gathering; inventory and review of existing conditions in the parks and immediate surroundings including analysis of land use, topography and natural systems, open space, and water use; review of historic, cultural, and geological resources; development of a park classification system that defines the park character and attributes; evaluation of circulation and transportation systems; understanding of relevant plans and regulations; and knowledge of the existing park maintenance practices (sustainability, standards, resources, vehicles, and equipment).

#### **Task 1.1 Project Initiation**

1. Work with the Project Team to refine the project approach, work plan, and schedule.
2. Define the roles and responsibilities of the City and client stakeholder group, the Consultant Team, and other public and private entities.
3. Review project boundaries, parks to be studied geographical sectors, and context areas.
4. Review and confirm our understanding of the project vision, goals, and principles.
5. Meet with the Project Steering Committee in a kick-off to review process and timeline, and review and refine project scope, vision, goals, objectives, and direction.
6. Meet with the key stakeholders to ensure that key constituencies are included in the planning process. At this time, conduct stakeholder interviews and small group meetings. These interviews/ meetings should include representatives from the City parks and planning departments, DPW, engineering, purchasing, and representatives from NRZs and other neighborhood leaders (church leaders, etc.).

#### **Task 1.2: Document Review**

Gather documents and conduct a literature review of existing city or county plans related to the park system, including POCD, BGreen, NRZ Plans, 1982 Plan, and the Stormwater Management Plan.

#### **Task 1.3: Existing Conditions Site and Design Analysis**

1. Participate in a guided tour of the parks system from City representatives (agenda and framework to be developed/determined) that is assumed to be conducted over two-days, and will include a kick-off with the City Client team (assume the Mayor, T. Grabarz, S. Hladun, and C. Carroll), and broader stakeholder team.
2. Conduct a field reconnaissance of the project park area and surrounding context, as appropriate. Analyze and document the parks and park character; circulation network; pedestrian character; adjacent neighborhoods, park users, and community character; natural systems, such as topography and flood plain limits; general land use patterns;

- underutilized parcels; visual and civic landmarks; important view corridors; gateway locations.
3. Understand current projects or initiatives, such as transportation improvements or future development that may impact the parks.
  4. Evaluate the character of the individual parks and overall system from an environmental perspective to identify opportunities to protect, restore, and promote the natural and cultural resources for long-term ecological sustainability.
  5. Note nearby destinations and activities and their relationship to the park system. Identify and evaluate the connections and the relationship between the park system and surrounding neighborhoods and destinations.
  6. Assess the current circulation patterns, including the relationship between park access and pedestrian circulation patterns, parking, vehicular and bicycle corridors and circulation patterns, transit, and activity points.
  7. Using GIS or other resources, create planning-level maps of each park in system to document: location, type of park, active/passive, environmental constraints (i.e., steep slopes, wetlands, flood plains, contamination, etc.) and natural resources, major playing fields, architectural and historical features, play areas, water features, bathrooms and other significant, permanent structures). Parks are to include brownfields, potential future sites, school yards, leased parks, temporary parks. The existing conditions maps will also reflect qualitative observations and analysis. It is assumed the Consultant team will have access to all necessary GIS data including the following layers: land use; zoning; topography/contours; hydrology; schematic tree/plant survey; admin boundaries; land cover; roads; public water/sewer lines; utilities, aerial photographs; site photographs; tax parcel boundaries; local and regional parks; trails and greenways-existing and proposed; brownfields; scheduled demolitions. Team has access to all relevant previous plans (BGreen, POCD, NRZ plans, etc.)

**Task 1.4 Community Survey**

Working with the Steering Committee, launch a simple online survey (such as survey monkey), that can be distributed throughout the community. The purpose will be to collect statistically valid feedback from a wide cross section of the community on the perceived strengths, weaknesses, opportunities, and threats to the Park system

**Task 1.5 Steering Committee Workshop #1**

1. Workshop #1 will include a review of the Existing Conditions analysis from the document review, project kick-off, parks tour and visits, parks analysis (SWOT), and stakeholder interviews. The workshop will include a facilitated discussion with the Steering Committee to develop a set of draft goals and objectives for the project.
2. Concurrent with Workshop #1, City staff will conduct outreach with the community, as necessary, meeting with NRZs or other neighborhood groups, as well as organize potential focus groups, park surveys, etc. The consultant team will support City staff for this effort with draft inventory materials and survey information for the community, as necessary.

**Meetings and Work Sessions**

***Kick-Off Meeting with Steering Committee***

***Stakeholder Interviews***

***Internal Workshop #1***

- Present Existing Conditions analysis based on initial analysis from existing documents, mapping, field visits, analysis, stakeholder interviews, as well as the ideas, expertise and knowledge of the Steering Committee and consultant team. Workshop #1

***Independent Follow-Up Site Visit***

Additional site visit by consultant team to collect data

**Products**

- Technical memoranda or powerpoint summarizing analysis including Park System Analysis maps (GIS), Map inventories of each park (GIS), goals and objectives, survey findings, and existing conditions analysis.
- Project Website - Work with the City webmaster to develop a project website to present the draft alternatives to members of the community, as well as to receive their feedback on the Parks Master Plan process.

**PHASE 2 ALTERNATIVE SCENARIOS AND VISION PLAN FORMULATION**

(Phase Total: \$96,500)

Develop preliminary parks system scenarios related to the overall vision and goals for the park system, and analyze their impacts both on independent parks and the overall system through identification of site and system-wide opportunities and constraints and use of Sasaki's SmartPlan software. Consider preliminary action items for implementation of the vision.

**Task 2.1 Scenarios and Evaluation Criteria**

Utilize Sasaki's SmartPlan software to efficiently and consistently test park system alternatives and narrow down choices to 2-3 scenarios for the park system. A draft assessment of city Parks will be developed as a baseline condition. Evaluation criteria and metrics will be established to measure and evaluate the impacts of each, and further analyze these 2-3 scenarios both at the site and system level for issues. Scenarios will be evaluated to measure how well they meet community and project goals, park needs, environmental impacts, implementation costs, and project schedule. Scenarios will evaluate implementation impacts, such as ability to implement in 5-year increments for the next 15 years. The plan will be illustrated by system-wide diagrams as well as prototypical street sections, trails and bike paths, or other greenways as well as illustrative recommendations of proposed park improvements. Scenarios will explore potential catalytic projects and partnership opportunities, as well as potential policy modifications.

**Task 2.2 Draft Plan Refinement**

Consultant team will review initial alternatives for the parks system vision in a meeting with the City Client team to narrow the alternatives and select a preferred vision for development and refinement.

Following review and approval from the City Client team, the Consultant team will review the preferred alternatives for the Parks System Vision with the larger Steering Committee team.

**Task 2.3: City-Wide Public Forum #1**

1. The Consultant team will conduct an Open House for the public and interested residents to review the site analysis findings and the alternative vision strategies for Parks System. During this Open House, the team will reaffirm goals and discuss issues and review parks and open space needs. The Open House will present the alternative scenarios for parks and open space, trails and connectivity opportunities; character of the parks and open spaces; and test concepts and relative priorities that relate to public and private initiatives and projects.
2. At the conclusion of the Open House, the team will review results and feedback with the Client team and Steering Committee to evaluate stakeholder and community input and weigh the various alternative strategies to develop a preferred direction.

**Work sessions and Meetings**

**Meeting with City Client**

- Review initial alternatives for the Parks system Vision

**Work Session with Steering Committee**

- Prepare for first city-wide forum and review alternatives

**City-wide Public Forum #1:**

- Present draft alternatives and recommendations to the community to gather feedback and direction.

**Meeting with Steering Committee (phone or in person)**

- Review feedback of community on alternatives and identify a preferred direction.

**Products**

- Written summary of evaluation criteria
- Technical memoranda or powerpoint summarizing alternatives presentation to community, as well graphic materials mounted on boards for review meetings and the Public Forum

**PHASE 3: THE PARKS MASTER PLAN**

(Phase Total: \$110,600)

**Task 3.1 Draft Parks Master Plan Vision**

Following the Public Forum #1 and review with the Steering Committee, the team will develop a preferred Vision which will become the foundation for the Draft Parks Master Plan. The Draft Master Plan will:

1. Define the preferred Vision for the Parks system and convey relationships, connections, amenities, park character and use, and the potential for new open space and connections. Identify key catalyst projects and development opportunities.

2. Develop a parks master plan illustrating public parks and open spaces, multi-use pathways for bicyclists and pedestrians, water access opportunities, and redevelopment opportunities for brownfields as open space or development. Identify improvements necessary to make the pedestrian environment safe, pleasant, attractive, and supportive of the City's development objectives. The draft master plan will include an illustrative plan, narrative description, supporting diagrams, and park concepts for improvements proposed in the parks. The master plan improvements will be supported by the parks inventory, classification, and assessment of park needs.
3. Park concept schematic plans will be developed to include citywide park guidelines for park elements, which may include lighting, parks system signage, site materials (such as paving materials or site walls), site furnishings, shelters, and landscaping. Level of detail for the park concept schematic plans will be illustrative (using aerial photography and GIS), but provide enough detail to communicate improvements, design character and quality, and support concept level estimates that can be used for future budgeting, and to develop an implementation plan.
4. Develop a draft action plan and implementation schedule, including recommendations for short-term and long-term implementation projects, parks operations recommendations, an outline of potential permitting requirements, funding sources based on the existing system financial conditions, and identification of potential revenue generating opportunities

**Task 3.2 Draft Parks Master Plan Vision Refinements**

The consultant team will review the Draft Parks Master Plan in a meeting with the City Client team to review the preferred master plan.

Following review and approval from the City Client team, the Consultant team will review the preferred master plan with the larger Steering Committee team.

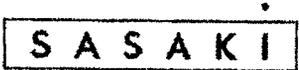
**Task 3.3: City-Wide Public Forum #2**

Following review and approval from the City Client team and Steering Committee, the Consultant team will conduct an Open House for the public and interested residents to review the Draft Parks Master Plan Vision. The Open House will present the Vision for parks and open space system; concept plans, diagrams, and visuals to communicate the character of improvements to parks, open space, and trails; information on the Master Plan implementation, funding, and operations; and recommended policy changes to the City affecting the Parks system.

**Task 3.4: Final Parks Master Plan Vision**

Following Public Forum #2 and after review by the Client, the draft Master Plan will be revised and documented as the final plan. The final report will incorporate the implementation strategies developed for the Parks Master Plan Vision. The Final Parks Master Plan Vision will document recommendations in an executive summary report and technical appendix, addressing the Parks Master Plan, methodology, vision, operational and policy recommendations and improvements, action plan for implementation (phasing, roles and responsibilities), funding opportunities, and implementation incentives.

Mr. Stephen T. Hladun  
Bridgeport Parks Master Plan – Scope of Services  
7 | 15 April 2011



**Work sessions and Meetings**

**Meeting with City Client**

- Review Draft Parks Master Plan

**Work Session with Steering Committee**

- Review Draft Parks Master Plan and prepare for the second city-wide forum

**City-wide Public Forum #2:**

- Review the Preferred Parks Master Plan and receive final comments and feedback from the community.

**Products**

- Technical memoranda and powerpoint presentation summarizing Preferred Master Plan, as well graphic materials mounted on boards for review meetings and the Public Forum
- Draft brochure-report summarizing the Master Plan recommendations in narrative text, photos, and illustrative plans and diagrams.
- Technical Notebook including technical memoranda, and other information relating to the development of the Master Plan, including project budgets and phasing plans.
- Final Master Plan brochure-report (one camera-ready digital copy on CD; one screen-resolution digital copy for web site posting)

**SCHEDULE**

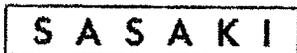
Due to the expedited schedule to regain momentum on the project, Sasaki will begin work immediately. We anticipate the following approximate time periods for each phase and a 5-1/2 month process.

<u>Phase</u>	<u>Date</u>
Phase 1 Project Framework	late April – early June
Phase 2 Scenarios and Vision	early June – early August
Phase 3 Parks Master Plan	early August – early October

**FEES**

Sasaki shall provide the services specified herein under Scope of Services for a lump sum amount of Two Hundred Seventy-eight Thousand Dollars (\$278,000.00), in accordance with the attached Schedule of Terms and Conditions (Revised 4/01/07). The Client shall be invoiced monthly and shall be billed based on percentage of completion by phase as described below. Within the overall budget, the fee for each phase may be adjusted according to the flow of work. Reimbursable expenses are included in the fee.

Mr. Stephen T. Hladun  
Bridgeport Parks Master Plan - Scope of Services  
8 | 15 April 2011



**SCHEDULE OF TERMS AND CONDITIONS**

This proposal is governed by Sasaki's Schedule of Terms and Conditions (Revised 4/01/07) attached and incorporated herein by reference. Upon acceptance of this proposal, the two documents together shall constitute our contract for the provision of services specified herein.

Steve, thank you again for the opportunity to provide this proposal to the City of Bridgeport. Our team of planners and designers understand the big issues facing Bridgeport, as well as the details that are critical for implementation. We will listen to your needs and constraints and will deliver a spectacular and achievable vision for Bridgeport.

Sincerely,

Jason S. Hellendrung  
Principal

CC: Gina Ford, Brie Hensold, Eamonn Hutton, Steve Roscoe, Sasaki

Attachment: Sasaki's Schedule of Terms and Conditions (revised 4/01/07)

**AGREED AND ACCEPTED**

If you are in agreement with this proposal, please sign both copies of the proposal, initial Sasaki's Terms and Conditions, and return one signed original to Sasaki, our receipt of which will be our notice to proceed.

\_\_\_\_\_  
Authorized signature for:  
City of Bridgeport

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized signature for:  
Sasaki Associates Inc.

\_\_\_\_\_  
Date

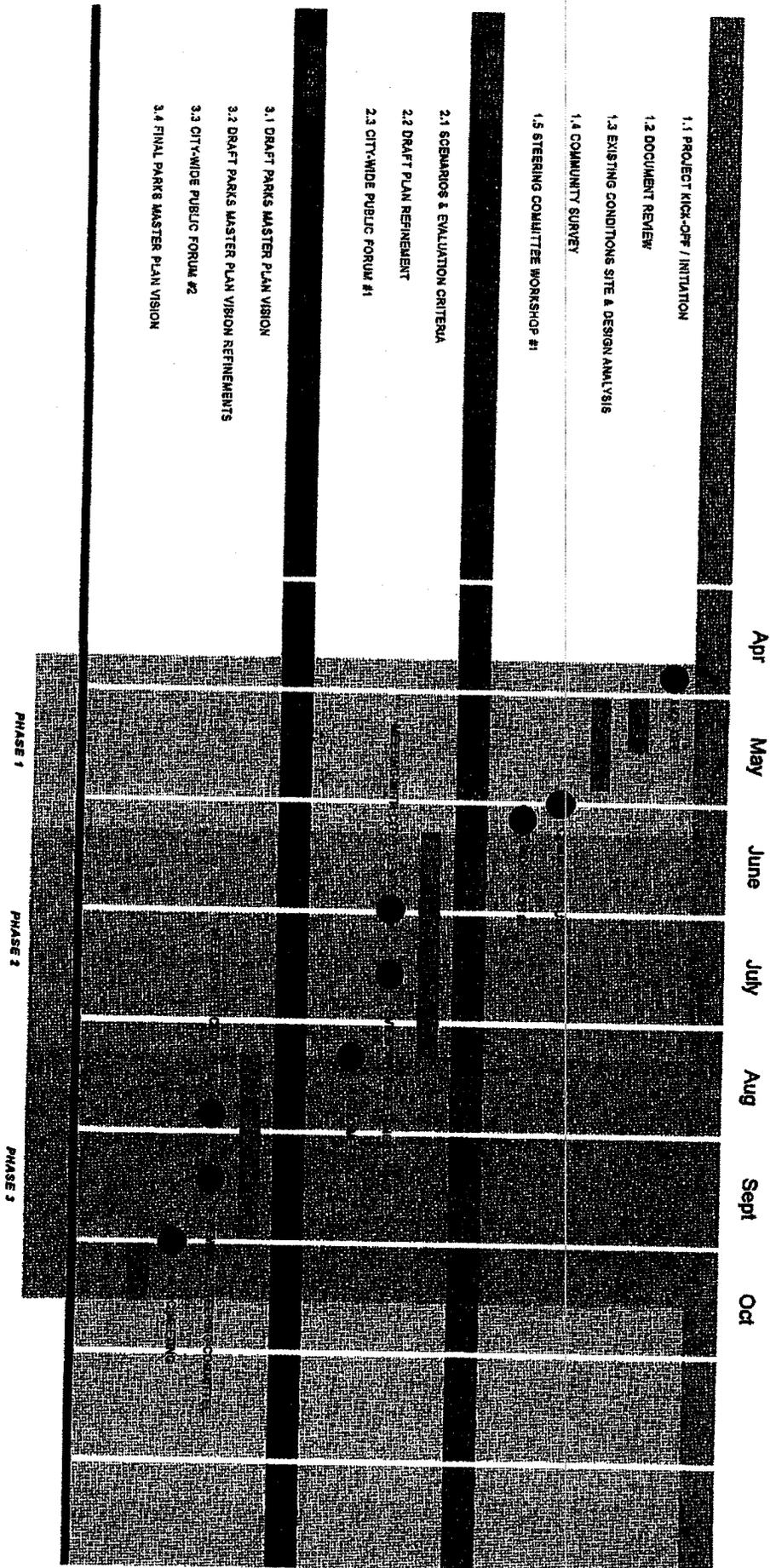
**PARKS LIST**

<b>PROPERTY</b>	<b>ACREAGE</b>	<b>GIS ACRES</b>	<b>LOCATION</b>
ALICE STREET LOT	1.4	1.23	ALICE STREET
BALDWIN PLAZA	1	0.30	BROAD STREET
BEARDSLEY PARK/ZOO	181.4	90.00	NOBLE AVENUE
LEROY BROWN JR. "BJ" MEMORIAL PARK	20.7	37.36	MADISON AVE / CENTER STREET EXTENSION
BULLS HEAD PARK	0.25	0.46	WASHINGTON AVENUE
BROAD STREET STEPS	0.6	0.41	GOLDEN HILL STREET
CLINTON PARK	1	1.15	CLINTON AVENUE - INTERSECTION BROOKLAWN AVE. / NORTH AVE.
ELLSWORTH PARK	6	4.45	ELLSWORTH STREET / BREWSTER STREET
FAIRCHILD MEMORIAL PARK	89.2	n/a	TRUMBULL ROAD - ACROSS PARKS/REC DEPT
FAIRCHILD WHEELER GOLF COURSE	320	n/a	PARK AVENUE - ACROSS VETERAN'S MEMORIAL PARK
GLENWOOD PARK	9.5	13.22	GLENWOOD AVENUE / BOSTON AVENUE
GOOSE TOWN PARK (WADE PARK)	0.1		WADE STREET
JOHNSON OAK PARK	2	0.40	LOGAN STREET
KENNEDY STADIUM	0	included above	LINCOLN BOULEVARD / CENTRAL HIGH SCHOOL
LAFAYETTE PARK (NANNY GOAT)	2	1.02	OAK STREET
LONGFELLOW PARK	3	2.66	ST. STEPHENS ROAD
LONGFELLOW PLAYGROUND	0.7	n/a	WORDIN AVENUE
LUIS MUNOZ MARIN OPEN SPACE	4.5	9.41	HELEN STREET / BOSTON AVENUE
MAJESTIC PARK	2.5	3.17	MAIN STREET
MANILA STREET PLAYGROUND	2.2	2.18	MANILA STREET
MCGOVERN PARK	0.4	0.67	BEECHWOOD AVENUE
MCLEVY PARK	0.7	1.25	MAIN STREET
NEWFIELD/JESSUP PARK	7.5	8.07	NEWFIELD AVENUE
OLD MILL GREEN	9.4	n/a	BOSTON AVENUE
PLEASURE BEACH	63	37.00	SEAVIEW AVENUE
PUGLIO PARK	18	(w/Veteran's Park)	Playground on MADISON AVENUE / NORTH END PUBLIC LIBRARY
ROGERS ELTON PARK	73	73.86	FRENCHTOWN ROAD
ST. MARY'S BY-THE-SEA	9	2.50	GROVERS AVENUE
SEABRIGHT PARK	0.4	2.08	SEABRIGHT AVENUE
SEASIDE PARK/BARNUM FIELD	370	32.64	PARK AVENUE / WALDEMERE AVENUE / BARNUM BOULEVARD

STRATFIELD BURIAL GROUNDS	6.5	1.68	North
STRATFIELD PARK	0.5	0.49	Clinton
SUCCESS PARK	7.6	7.68	GRANFIELD AVENUE
SVIHRA PARK	2.5	59.98	HAWLEY AVENUE
UPCHURCH PARK	2	2.13	HALLETT STREET
VETERAN'S MEMORIAL PARK	90	17.88999082*	PARK AVENUE - ACROSS FAIRCHILD WHEELER GOLF COURSE
WASHINGTON PARK	4.7	5.07	WASHINGTON AVENUE
WATERFRONT PARK	1	n/a	WATER STREET
JAMES BROWN PARK (WATERVIEW PARK)	2.3	n/a	WATERVIEW AVENUE
WENT FIELD	6	9.36	WORDIN AVENUE
WEST END PARK	2	0.76	FAIRFIELD AVENUE
WEST SIDE II PARK	4.5	4.72	BOSTWICK AVENUE
WHEELER PARK	1	2.00	GOLDEN HILL STREET
WOOD PARK	0.1	n/a	WOOD AVENUE
WORDIN PARK	14.3	14.32	ST. STEPHENS ROAD
<b>Total Parks = 45</b>	<b>1330.05</b>	<b>433.69</b>	
Future Park			
KNOWLTON PARK		3.21	405 & 459 KNOWLTON ST

Schedule

EXHIBIT 2





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

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

**ANDREW J. NUNN**  
CAO

**ALEXANDRA B. MCGOLDRICK**  
Acting Director  
Office of Central Grants

**BILL FINCH**  
Mayor

COMM.#76-10 Referred to ECD&E Committee on 05/02/2011

April 27, 2011

To: City Clerk  
From: Alexandra McGoldrick, Acting Director, Central Grants Office  
Re: Resolution - State of Connecticut OPM, Municipal Plan of Conservation and Development (POCD) Grant Program

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

**Grant:** State of Connecticut OPM- 2011 Municipal Plan of Conservation and Development (POCD) Grant Program

**Summary:** The State of Connecticut OPM is awarding the City of Bridgeport \$1,000 for continued work on the City's Municipal Plan of Conservation and Development.

RECEIVEDS  
CITY CLERK'S OFFICE  
2011 APR 27 P 11:00  
ATTEST  
CITY CLERK



## GRANT SUMMARY

PROJECT TITLE: \_\_\_\_\_ State of Connecticut Office of policy and Management

RENEWAL \_\_\_\_\_ NEW   x  

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: \_\_\_\_\_ Alexandra B. McGoldrick \_\_\_\_\_

PHONE NUMBER:   203-332-5665  

### PROJECT SUMMARY/DESCRIPTION:

In 2009, the City of Bridgeport completed its Master Plan of Conservation and Development. The State of Connecticut is awarding funding to the City of Bridgeport for continued work on the City's Master Plan. This work will be initiated by the City's Office of Planning and Economic Development (OPED).

**Project Period:** Funds must be expended by June 30, 2011.

### PROJECT GOALS AND PROCEDURES:

To continue work on the City's Master Plan of Conservation and Development.

### IF APPLICABLE

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

Federal: \$12,000

Salaries/Benefits:

State:

Supplies:

City:

Other:

**WHEREAS**, the State of Connecticut Office of Policy and Management is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, the State of Connecticut OPM has made \$12,000 available to the City of Bridgeport in the form of a grant; and

**WHEREAS**, the financial assistance under this grant will be used for the continued development of the City of Bridgeport's Master Plan of Conservation and Development; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport act as a grantee of the Municipal Plan of Conservation and Development (POCD) grant from the State of Connecticut OPM and accept grant funds in an amount not to exceed \$12,000 for the purpose of advancing and improving the City's Master Plan contemplated by this resolution;

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

1. That it is cognizant of the City of Bridgeport's pending contract with the State of Connecticut Office of Policy and Management to provide financial assistance for the continued work on the City's Master Plan of Conservation and Development.

**AND BE IT FURTHER RESOLVED;**

2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute such grant agreements with the State of Connecticut Office of Policy and Management, to provide such additional information and to execute such other contracts and documents as maybe necessary to complete this project.



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

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BILL FINCH  
Mayor

ANDREW J. NUNN  
CAO

ALEXANDRA B. McGOLDRICK  
Acting Director  
Office of Central Grants

COMM.#77-10 Referred to ECD&E Committee on 05/02/2011

April 27, 2011

RECEIVED  
CITY CLERK'S OFFICE  
2011 APR 27 P 4: 41  
ATTEST  
CITY CLERK

To: City Clerk

From: Alexandra McGoldrick, Acting Director, Central Grants Office

Re: Resolution - State of Connecticut DEP Funding for the Development of  
Public Open Space Along the Pequonnock River and for the Improvement  
of Washington Park.

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

**Grant:** State of Connecticut DEP- 2011 Funding for Pequonnock River Open Space and  
for Washington Park

**Summary:** The State of Connecticut DEP is awarding the City of Bridgeport \$1,000,000  
to complete improvements and maintain recreational resources at the properties located at  
405 and 459 Knowlton Street along the Pequonnock River, as well as at Washington  
Park.



## GRANT SUMMARY

PROJECT TITLE: \_\_\_\_ State of Connecticut Department of Environmental Protection (DEP)

RENEWAL \_\_\_\_ NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: \_\_\_\_ Alexandra B. McGoldrick \_\_\_\_\_

PHONE NUMBER: \_\_\_\_ 203-332-5665 \_\_\_\_\_

### PROJECT SUMMARY/DESCRIPTION:

#### **Renovations and Improvements to Washington Park:**

Modernizing the existing play area and playground equipment; Integration of a water-based playground feature; Upgrading the existing basketball courts; improvements to existing sanitary facilities; improvements to existing gazebo; renovation/repair or replacement of fencing and sidewalks; park vegetative enhancement; landscaping of the disturbed area; purchase and installation of park amenities (benches, trashcans, fencing, lighting); surveying, associated design and engineering, architectural and landscape services.

#### **Development of Public Open Space along the Pequonnock River:**

459 Knowlton Street and 405 Knowlton Street are two undeveloped parcels along the Pequonnock River that will be redeveloped as public open space for recreational and passive waterfront use. Development of this site will be broken down into four major focus categories: site work, infrastructure, recreation development; and landscaping.

**Project Period:** 5 year grant project period.

### PROJECT GOALS AND PROCEDURES:

To improve new and existing park sites and public open spaces to provide waterfront access for public recreational use.

### IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):  
Federal: \$1,000,000  
State:  
City:  
Other:

FUNDS REQUESTED  
Salaries/Benefits:  
Supplies:

**WHEREAS**, the State of Connecticut Department of Environmental Protection (DEP) is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, the State of Connecticut Department of Environmental Protection has made \$1,000,000 available to the City of Bridgeport in the form of a grant; and

**WHEREAS**, the financial assistance under this grant will be used for the development of new public open space along the Pequonnock River and for the improvement of Washington Park; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport act as a grantee of the grant from the State of Connecticut DEP and accept grant funds in an amount not to exceed \$1,000,000 for the purpose of completing the development and improvements contemplated by this resolution;

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

1. That it is cognizant of the City of Bridgeport's pending contract with the State of Connecticut Department of Environmental Protection to provide financial assistance for the development of the public open space along the Pequonnock River and for the improvement of Washington Park.

**AND BE IT FURTHER RESOLVED;**

2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute such grant agreements with the State of Connecticut Department of Environmental Protection, to provide such additional information and to execute such other contracts and documents as maybe necessary to complete this program.



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

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BILL FINCH  
Mayor

ANDREW J. NUNN  
CAO

ALEXANDRA B. MCGOLDRICK  
Acting Director  
Office of Central Grants

COMM.#78-10 Referred to ECD&E Committee on 05/02/2011

April 27, 2011

To: City Clerk  
From: Alexandra McGoldrick, Acting Director, Central Grants Office  
Re: Resolution - U.S. Dept. of Transportation, Federal Highway  
Administration, Ferry Boat Discretionary Grant

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

**Grant:** - U.S. Dept. of Transportation, Federal Highway Administration, Funding for Pleasure Beach Water Taxi accessibility.

**Summary:** FHWA is awarding the City of Bridgeport \$1,900,000 water taxis and related accessibility infrastructure for Pleasure Beach under the Ferry Boat Discretionary Grant Program.

RECEIVED  
CITY CLERK'S OFFICE  
2011 APR 27 P 4:41  
ATTEST  
CITY CLERK

**WHEREAS**, the Federal highway Administration is authorized to extend financial assistance to municipalities in the form of grants; and,

**WHEREAS**, this financial assistance has been made possible through the U.S. Department of Transportation; and,

**WHEREAS**, financial assistance under this grant will be used for the design and construction of the Pleasure Beach dock, Water Street dock, refurbishment of the Water Taxi Welcome Center/Ferry Terminal, and purchase of the water taxis that will provide public accessibility to and from Pleasure Beach Island; and,

**WHEREAS**, the proposed water taxi system will add another level of modality to the City of Bridgeport's Intermodal System allowing individuals to travel from bus, train, on foot or bike from our new bus depot, existing metro-north train station or existing garages to our ferry terminal for transit to Pleasure Beach; and,

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, act as a grantee of the grant from the U.S. Federal Highway Administration and accept grant funds in an amount not to exceed \$1,900,000 for the purpose of the design the construction of docks, purchase of water taxis, and infrastructure improvements related to water taxi accessibility; and,

**NOW THEREFORE, BE IT RESOLVED BY THE City Council:**

1. That it is cognizant of the City of Bridgeport's application and pending contract with the U.S. Department of Transportation, Federal Highway Administration to provide financial assistance for the Pleasure beach Water Taxi Project.

AND BE IT FURTHER RESOLVED;

2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute such grant agreements with the U.S. Department of Transportation, Federal Highway Administration to provide such additional information and to execute such other contracts and documents as maybe necessary to complete this program.



## GRANT SUMMARY

PROJECT TITLE: U.S. Department of Transportation Pleasure Beach Water Taxi Project

RENEWAL        NEW   x  

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Alexandra B. McGoldrick

PHONE NUMBER: 203-332-5665

**PROJECT SUMMARY/DESCRIPTION:** There is no pedestrian/vehicular traffic to Pleasure Beach at this time due to a damaged bridge structure; the project will re-open Pleasure Beach to pedestrian traffic, both recreational and some business. The proposed work includes design and construction of appropriate docks and accessibility at the Water Street and Pleasure Beach route points. The City will also obtain water taxis that will provide public accessibility to and from Pleasure Beach Island.

**Project Period:** In the case of earmarked funds, once awarded, the funds are available until expended. The City must provide FHWA with continuous evidence of ongoing spending of awarded funds.

### PROJECT GOALS AND PROCEDURES:

The proposed water taxi system will add another level of modality to the City of Bridgeport's Intermodal System allowing individuals to travel from bus, train, on foot or bike from our new bus depot, existing metro-north train station or existing garages to our ferry terminal for transit to Pleasure Beach.

### IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	FUNDS REQUESTED
Federal: \$1,900,000	Salaries/Benefits:
State:	Supplies:
City: \$500,000	
Other:	

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY  
Mark T. Anastasi

999 Broad Street  
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY  
Arthur C Laske, III



ASSISTANT CITY ATTORNEYS

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

ASSOCIATE CITY ATTORNEYS

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

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

COMM.#79-10 Referred to Contracts Committee on  
05/02/2011 (OFF THE FLOOR)

April 29, 2011

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

**Re: Proposed Amendment of Agreement between the Town of Stratford and the City of Bridgeport  
and Their Respective Water Pollution Control Authorities**

Dear Councilpersons:

Enclosed herewith is a certain proposed Amendment to the current Agreement Between the City of Bridgeport and Its Water Pollution Control Authority and The Town of Stratford and Its Water Pollution Control Authority. Also enclosed is a proposed final copy of the Agreement as Amended.

**At the City Council meeting of Monday, May 2, 2011 - kindly add this matter to the Agenda FOR REFERRAL TO THE CONTRACTS COMMITTEE ONLY. Two separate Council votes will be required, as follows: (1) a 2/3 majority vote pursuant to the CT FOIA to Add the Matter to the Agenda, and (2) a simple majority vote to Refer the Matter to the Contracts Committee.**

The purpose and effect of this Amendment is to expand the definition of BWPCA's Stratford Service Area in section 1. "Definitions", subsection n. "BWPCA's Stratford Service Area" of the Agreement to include certain property located on Hawley Avenue, Stratford, on the Bridgeport /Stratford line.

The proposed amendment is made pursuant to the governing provisions of the original agreement, specifically: (1) Section 1. "Definitions", subsection n. "BWPCA's Stratford Service Area" (which states as follows: "The service area can be expanded by an amendment to this agreement."), and (2) Section 16. "Miscellaneous", subsection f. "Amendment" (which states as follows: "This Contract shall not be amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of the party to be charged within.").

This proposed amendment has been approved by the Town of Stratford. Also, the BPT WPCA voted at its April 19<sup>th</sup> meeting to approve the substance of the amendment, subject to final form acceptable to

RECEIVED  
CITY CLERK'S OFFICE  
2011 MAY - 31  
43  
ATTORNEY GENERAL

Anastasi to City Council  
Re: Amendment to WPCA Agreement with Stratford  
Dated: April 29, 2011  
Page 2 of 2

WPCA Chairperson/BPT Finance Director Dawn Norton, WPCA Acting General Manager William Robinson, and the BPT City Attorney's Office.

This proposed Amendment is being forwarded to the Bridgeport City Council pursuant to the provisions of BPT Code of Ordinances, Ch. 13, "Utilities", subsection 13.04.620, which provides as follows:

**13.04.620 Sewer extensions to properties outside the city limits.**

"Notwithstanding the requirements of Sections 13.04.030, 13.04.300, and 13.04.540 of this chapter, all requests for sewer extensions for service to properties located outside the city limits shall be submitted by the town and the property owner to the WPCA board for approval. All approved requests shall be forwarded by the WPCA to the city clerk for referral to: the planning and zoning commission for a report pursuant to Section 8-24 of the General Statutes of Connecticut; and the committee having jurisdiction over highways for an investigation and report. All requests from towns and property owners for sewerage service to properties located outside the city limits where there is no approved contract between the town where the property is located and the WPCA, shall also require the approval of the city council. All contracts and/or amendments to contracts between the WPCA and towns for sewerage service executed after the effective date of the ordinance codified in this section shall also require the approval of the city council. (Ord. dated 8/2/04: Ord. dated 8/5/02)" (emphasis added).

The Contracts Committee next meets on Tuesday, May 10, 2011, which would allow this matter to be acted upon by the full City Council at its May 16<sup>th</sup> meeting. The WPCA representatives (WPCA Chairperson, Acting GM, and City Attorney) will be available to consult with the BPT City Council as to a final version of this Amendment – acceptable to both the WPCA and the City Council. Thank you for your assistance in this matter.

Very truly yours,



Mark T. Anastasi  
City Attorney

Cc: Mayor Bill Finch  
Fleeta C. Hudson, City Clerk  
Adam Wood, COS  
Andrew Nunn, CAO  
Dawn Norton, Dir. of Finance  
William Robinson, A/Dir. of WPCA

2011 Amendment to Agreement  
Between the City of Bridgeport and Its Water Pollution Control Authority  
and The Town of Stratford and Its Water Pollution Control Authority.

Whereas, The City of Bridgeport and its Water Pollution Control Authority and The Town of Stratford and Its Water Pollution Control Authority entered into a certain Agreement Between the City of Bridgeport and Its Water Pollution Control Authority and The Town of Stratford and Its Water Pollution Control Authority (the "parties"), dated March of 2003 (the "Agreement").

Whereas, Section 1. "*Definitions*", subsection n. "*BWPCA's Stratford Service Area*" of the Agreement states as follows: "The service area can be expanded by an amendment to this agreement."

Whereas, Section 16. "*Miscellaneous*", subsection f. "Amendment" of the Agreement states as follows: "This Contract shall not be amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of the party to be charged within."

Whereas, BPT Code of Ordinances, Ch. 13, "*Utilities*", subsection 13.04.620, provides in pertinent part as follows: "All contracts and/or amendments to contracts between the WPCA and towns for sewerage service executed after the effective date of the ordinance codified in this section shall also require the approval of the city council."

Whereas, all parties desire to amend the Agreement for the purpose and effect of expanding the definition of BWPCA's Stratford Service Area in section 1. "*Definitions*", subsection n. "*BWPCA's Stratford Service Area*" of the Agreement to include certain property located on Hawley Avenue, Stratford, on the Bridgeport /Stratford line.

NOW THEREFORE, THE PARTIES HEREBY AGREE THAT:

Section 1. "*Definitions*", subsection n. "*BWPCA's Stratford Service Area*" of the Agreement is amended to state as follows:

"n. BWPCA's Stratford Service Area: all those residential, commercial and industrial properties located exclusively in Stratford, from which properties the wastewater is currently discharged either directly into BWPCA's Sewerage System; and premises known as 495 Hawley Avenue, Stratford, Connecticut, from which sewage will be discharged indirectly into BWPCA's Sewerage System indirectly via a connection to the Trumbull WPCA's Sewerage System and then in to the BWPCA's Sewerage System for treatment. The service area can be expanded by an amendment to this agreement."

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this \_\_\_ day of May, 2011.

WATER POLLUTION CONTROL AUTHORITY  
FOR THE CITY OF BRIDGEPORT

\_\_\_\_\_  
William Robinson, Acting GM, Duly Authorized

CITY OF BRIDGEPORT

\_\_\_\_\_  
Bill Finch, Mayor, Duly Authorized

WATER POLLUTION CONTROL AUTHORITY  
FOR THE TOWN OF STRATFORD

\_\_\_\_\_  
John A. Harkins, Mayor, Duly Authorized

TOWN OF STRATFORD

\_\_\_\_\_  
John A. Harkins, Mayor, Duly Authorized

**\*20-10 Consent Calendar**

Disposition and Redevelopment of City Owned  
Properties located at 167 Steuben Street and 95  
Gilmore Street former Waltersville School.

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**Report  
of  
Committee  
on  
CEA & Environment**

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**Submitted: May 2, 2011**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

City Clerk

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Approved \_\_\_\_\_

Mayor

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# 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:

**\*20-10 Consent Calendar**

A Resolution by the Bridgeport City Council  
Regarding the Disposition of 167 Steuben Street and 95 Gilmore Street  
hereinafter referred to as Waltersville School

**WHEREAS**, the City of Bridgeport (City) took possession of Waltersville School from the Bridgeport Board of Education in July 2009 when it ceased using it for education purposes; and

**WHEREAS**, it is in the best interest of the City of Bridgeport to facilitate reinvestment in the Waltersville School property ("Property") and returning it to the City's property tax roll, while ensuring to the greatest extent possible that ownership and development rights are granted to a capable party with a feasible and acceptable redevelopment plan consistent with the City's Master Plan and other relevant plans; and

**WHEREAS**, the City, acting through its Office of Planning & Economic Development, issued a Request for Proposals (RFP) for the Sale and Development of the Waltersville School on November 01, 2010, which subsequently drew four (4) responses; and

**WHEREAS**, the responses were evaluated by a three (3) person selection committee, which scored the process and provided a clear ranking for the proposals; and

**WHEREAS**, EHDOC-BLD Waltersville School LLC was determined to have the best proposal that met all of the City's goals and objectives; and

**WHEREAS**, First National Development was determined to have the 2<sup>nd</sup> best proposal; Now, therefore be it

**RESOLVED**, That the Bridgeport City Council authorizes the Mayor to designate EHDOC-BLD Waltersville School LLC as the Preferred Developer, and to negotiate the specific terms of a development agreement to sell and develop the Property substantially in accord with the proposal submitted by EHDOC-BLD Waltersville School LLC and to execute such an agreement with it; and be it further



Report of Committee on ECD and Environment  
**\*20-10 Consent Calendar**

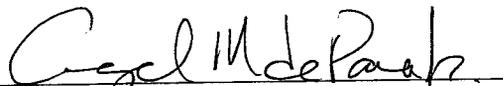
-2-

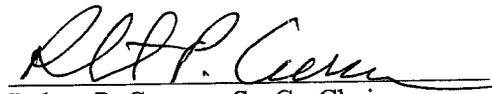
**RESOLVED**, That the Bridgeport City Council authorizes the Mayor to designate First National Development or an affiliate as the Alternate Preferred Developer, and in the event that the Mayor deems negotiations with the Preferred Developer to have failed, the Mayor may negotiate a development agreement substantially in accord with the proposal submitted by First National Development and execute such an agreement; and be it further

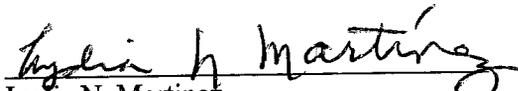
**RESOLVED**, That the sale of the Property will be subject to reasonable conditions as the Office of Planning and Economic Development may impose, in consultation with the City Attorney's Office; and be it further

**RESOLVED**, That the Office of Planning and Economic Development is instructed to seek the reservation of sufficient square footage in the project for use as a community space to be available for appropriate activities programs for tenants as well as for members of the East Side neighborhood community, all as allowed by the HUD Section 202 Program.

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

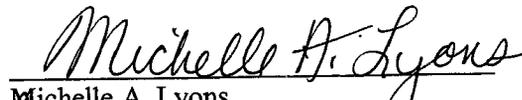
  
Angel M. dePara, Jr. Co-Chairman

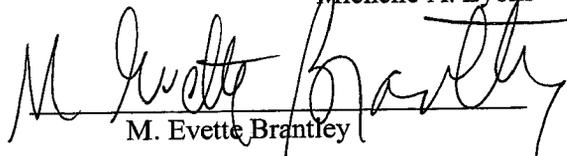
  
Robert P. Curwen, Sr. Co-Chairman

  
Lydia N. Martinez

Warren Blunt

Anderson Ayala

  
Michelle A. Lyons

  
M. Evette Brantley

Council Date: May 02, 2011

**\*45-10 Consent Calendar**

Grant Submission: re: 2011 Medical Reserve Corps Grant.

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**Report  
of  
Committee  
on  
ECB & Environment**

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**Submitted: May 2, 2011**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_



City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

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

**\*45-10 Consent Calendar**

**WHEREAS**, the Westport Weston Health District is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the Westport Weston Health District acting as fiduciary for the DEMHS Region I Regional MRC; and

**WHEREAS**, funds under this grant will be used to build the capacity of the Medical Reserve Corps; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, receive funding from the Westport Weston Health District in an amount not to exceed \$7,500 for the purpose of building the capacity of the Medical Reserve Corps; Now, therefore be it

**RESOLVED BY THE City Council:**

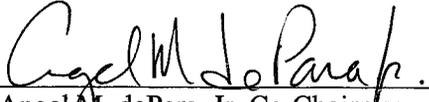
1. That it is cognizant of the City's partnership with the Westport Weston Health District for funds to build the capacity of the Medical Reserve Corps.
2. That it hereby authorizes, directs and empowers the mayor or his designee to enter into partnership with the Westport Weston Health District for a Local Capacity Building for the Medical Reserve Corps, to provide such additional information and to execute such other contracts and documents as maybe necessary under this program.



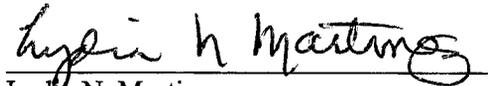
Report of Committee on ECD and Environment  
**\*45-10 Consent Calendar**

-2-

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

  
Angel M. dePara, Jr. Co-Chairman

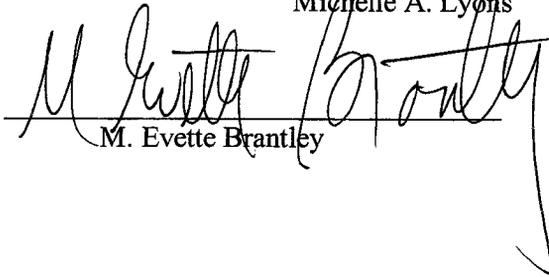
  
Robert P. Curwen, Sr. Co-Chairman

  
Lydya N. Martinez

\_\_\_\_\_  
Warren Blunt

\_\_\_\_\_  
Anderson Ayala

  
Michelle A. Lyons

  
M. Evette Brantley

**\*63-10 Consent Calendar**

A resolution by the Bridgeport City Council supporting the collective bargaining rights of workers in the State of Wisconsin.

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**Report  
of  
Committee  
on**

**Miscellaneous Matters**

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**Submitted: May 2, 2011**

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_



City Clerk

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Approved \_\_\_\_\_

Mayor

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# 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:

**\*63-10 Consent Calendar**

## **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIDGEPORT SUPPORTING THE COLLECTIVE BARGAINING RIGHTS OF WORKERS IN THE STATE OF WISCONSIN.**

**Whereas**, collective bargaining is a process of negotiations between employers and unions aimed at reaching agreements which regulate wages, hours and terms and conditions of employment; and

**Whereas**, collective bargaining rights are integral to protecting workers and ensuring fair and stable working conditions; and

**Whereas**, organized labor has been an important force for positive economic reforms in the United States, which include the eight-hour work day, health insurance and Medicare, social security, pensions and minimum wages; and

**Whereas**, in 1959, Wisconsin was the first State in the nation to provide all public-sector workers collective-bargaining rights; and

**Whereas**, the Wisconsin state senate and assembly have voted to approve a bill to sharply curb collective-bargaining rights for tens of thousands of the state's public worker unions; and

**Whereas**, Wisconsin Governor Scott Walker has signed the bill into law citing future budget shortfalls as the reason; and

**Whereas**, Governor Walker engineered the enactment of \$140 million in new tax breaks for multi-national corporations in January of 2011; and

**Whereas**, Governor Walker is continuing the attack on organized labor started by President Ronald Reagan who fired 12,000 air traffic controllers soon after taking office in 1981 in order to break their strike and begin a new era of labor suppression; and

**Whereas**, the unremitting attacks on the labor movement, and the weakening of unions is a major cause of the most massive upward redistribution of income and wealth in US history; and



Report of Committee on Miscellaneous Matters  
\*63-10 Consent Calendar

-2-

**Whereas**, this upward redistribution of income has resulted in the United States becoming the most unequal rich country on earth; and

**Whereas**, rising income inequality is correlated with lower life expectancy, higher infant mortality, more homicides, more teen pregnancies, more prisoners per capita, lower scholastic achievement, less civic trust, more obesity, and less recycling; and

**Whereas**, this de-unionization movement is a step toward further disinvestment in the public sector trimming away vital government functions that serve ordinary families; and

**Whereas**, these public services include; public schools, public investments in infrastructure maintenance and repair, quality healthcare for all, and public job-creation programs; and

**Whereas**, the severe curbing of their collective bargaining rights is detrimental to the welfare of Wisconsin State employees; and

**Whereas**, the City of Bridgeport wishes to show its solidarity with these Wisconsin workers; and

**Whereas**, if unopposed this anti-union agenda could erode the legal rights of public employees nationally and potentially adversely affect public employees in the City of Bridgeport; Now, Therefore be it

**Resolved**, that by the adoption of this Resolution, the City of Bridgeport supports the collective bargaining rights of workers in the State of Wisconsin; and be it further

**Resolved**, that the City of Bridgeport supports the courageous actions of the workers, students and other citizens of Wisconsin, Ohio, and Indians who are taking a firm stand in the traditions of the great civil rights and labor struggles of the United States and struggles for democracy around the world.

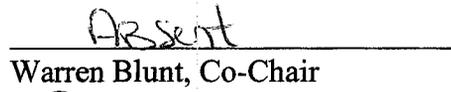


Report of Committee on Miscellaneous Matters  
\*63-10 Consent Calendar

-3-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

  
Amy Marie Vizzo-Panocia, Co-Chair

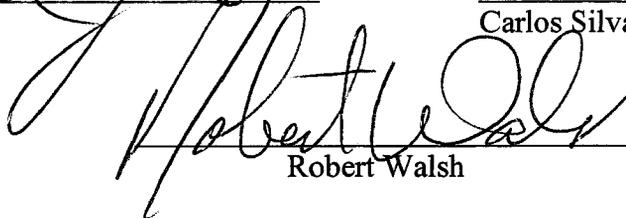
  
Warren Blunt, Co-Chair

  
Denise Taylor-Moye

  
Susan T. Brannelly

  
Manuel Ayala

  
Carlos Silva

  
Robert Walsh

Council Date: May 2, 2011

**\*43-10 CONSENT CALENAR**

**Five-Year Capital Plan for Fiscal Years 2012-2016 (as amended).**

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**Report  
of  
Committee  
on**

**Budget & Appropriations**

**Submitted: May 2, 2011**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport.*

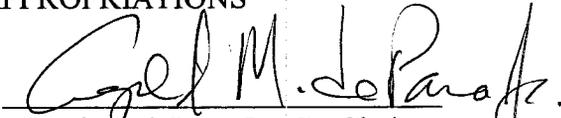
The Committee on **Budget and Appropriations** begs leave to report; and recommends for adoption the following resolution:

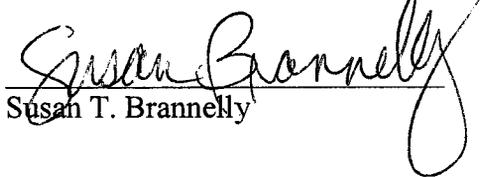
## **\*43-10 CONSENT CALENDAR**

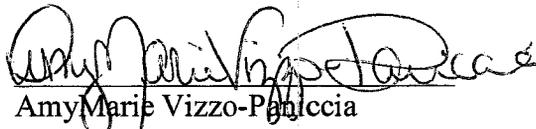
**RESOLVED**, That the City's 2012-2016 Capital Plan as amended by Budget and Appropriations Committee on (April 26, 2011) be, and the same hereby is, adopted in accordance with **Exhibit A** attached hereto.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS

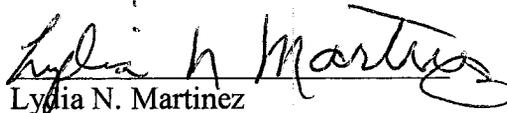
  
Robert Curwen, Co-Chairman

  
Angel M. dePara, Jr., Co-Chairman

  
Susan T. Brannelly

  
Amy Marie Vizzo-Paniccia

\_\_\_\_\_  
Carlos Silva

  
Lydia N. Martinez

\_\_\_\_\_  
Howard Austin, Sr.

Council Date: May 2, 2011

\*Amended on the Council floor on 5/2/2011 Exhibit A attached hereto as amended.

Exhibit A

<u>PROJECT DESCRIPTION</u>	<u>FY 2012 Capital Plan AMENDED</u>	<u>AUTHORIZE</u>
<u>Board of Education</u>		
Central High School Renovations		16,000,000
Harding High School Renovations		18,500,000
Dunbar Renovation		
Black Rock School		4,000,000
Bassick High School Roof	1,500,000	1,500,000
Maintenance Vehicles		
Classroom Computers	1,500,000	1,500,000
Special Education Buses	300,000	300,000
<b>TOTAL BOE</b>	<b>3,300,000</b>	<b>41,800,000</b>
<u>Economic Development</u>		
City / Neighborhood Beautification	500,000	500,000
Land management / Acquisition Steel Point	3,000,000	3,000,000
Neighborhood Revitalization Zones- Infrastructure	200,000	200,000
Freeman Homes		
Neighborhood Revitalization Zones- Housing/Admin	200,000	200,000
City Wide Waterfront Development	750,000	750,000
Blight Removal / Demolition Clean Up	3,000,000	3,000,000
<b>TOTAL OPED</b>	<b>7,650,000</b>	<b>7,650,000</b>
<u>Public Facilities</u>		
Roadway Paving, Culverts, Intersections	4,000,000	4,000,000
Public Facilities Equipment	1,500,000	1,500,000
Muni Bldg. HVAC / Heating / Elec / Facilities	500,000	500,000
City Wide Building & Security Improvements	500,000	500,000
Energy Conservation / Conversion Program'	750,000	750,000
Recycling TOTER Program		
Sidewalk / Streetscape Replacement Program	3,000,000	3,000,000
Perry Arch Engineering Study	200,000	200,000
New Police H.Q / IT Department Study	250,000	250,000
Barnum Museum Renovations	500,000	500,000
New Senior Center	2,000,000	2,000,000
Parks Maintenance Equipment		
Federal Energy Renewal / Source Program Match		
Pleasure Beach Water and Park Accessibility		
<b>TOTAL PUBLIC FACILITIES</b>	<b>13,200,000</b>	<b>13,200,000</b>
<u>Other Departments</u>		
EOC Capital Maintenance Program	225,000	225,000
* East Side Library Study	* 200,000	200,000
* East End Library Study	* 200,000	200,000
Fire Apparatus Replacement Program	1,200,000	1,200,000
WPCA Sewer Separation Program	330,000	330,000
IT Telephony & Computer Replacement Program	250,000	250,000
<b>TOTAL OTHER</b>	<b>2,405,000</b>	<b>2,405,000</b>
<b>TOTAL ALL DEPARTMENTS</b>	<b>26,555,000</b>	<b>* 65,055,000</b>

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 2011 MAY - 4 A 10:44

\*As Amended on the Council floor on 5/2/2011 to include (2) projects East Side Library Study \$200,000 and East End Library Study \$200,000.

PROJECT DESCRIPTION	FY 2011 Capital Plan Acct Code	FY 2011 Capital Plan ADOPTED	FY 2012 Capital Plan AMENDED	FY 2013 Capital Plan PLANNED	FY 2014 Capital Plan PLANNED	FY 2015 Capital Plan PLANNED	FY 2016 Capital Plan PLANNED	TOTAL Capital Plan 2012-2016	AUTHORIZE
<b>Board of Education</b>									
Central High School Renovations		16,000,000.00							16,000,000
Harding High School Renovations		18,500,000.00							18,500,000
Dunbar Renovation		4,000,000.00							4,000,000
Black Rock School		4,000,000.00							4,000,000
Bassick High School Roof			1,500,000					1,500,000	1,500,000
Maintenance Vehicles			1,500,000	1,500,000	855,300			3,855,300	1,500,000
Classroom Computers			300,000	300,000	300,000			1,500,000	300,000
Special Education Buses			3,000,000	1,800,000	1,155,300	300,000	300,000	6,865,300	41,800,000
<b>TOTAL BOE</b>		<b>42,500,000</b>	<b>3,300,000</b>	<b>1,800,000</b>	<b>1,155,300</b>	<b>300,000</b>	<b>300,000</b>	<b>6,865,300</b>	<b>41,800,000</b>
<b>Economic Development</b>									
City / Neighborhood Beautification	1P708	1,000,000	500,000	500,000	500,000			2,500,000	500,000
Land management / Acquisition Steel Point	9P665		3,000,000					3,000,000	3,000,000
Neighborhood Revitalization Zones- Infrastructure	1P743	950,000	200,000					200,000	200,000
Freeman Homes	1P745	100,000	200,000					200,000	200,000
Neighborhood Revitalization Zones- Housing/Admin	1P744	469,500	750,000					750,000	750,000
City Wide Waterfront Development	1P746	250,000	750,000					750,000	750,000
Blight Removal / Demolition Clean Up	1P410	5,000,000	3,000,000	250,000	250,000	250,000	250,000	4,000,000	3,000,000
<b>TOTAL OPED</b>		<b>7,769,500</b>	<b>7,650,000</b>	<b>750,000</b>	<b>750,000</b>	<b>750,000</b>	<b>750,000</b>	<b>10,650,000</b>	<b>7,650,000</b>
<b>Public Facilities</b>									
Roadway Paving, Culverts, Intersections	1P625	4,500,000	4,000,000	2,500,000	2,500,000	2,500,000	2,500,000	14,000,000	4,000,000
Public Facilities Equipment	1P630	1,600,000	1,500,000	200,000	200,000	350,000	350,000	2,600,000	1,500,000
Muni Bldg. HVAC / Heating / Elec / Facilities	0P631	75,000	500,000	500,000	500,000	500,000	500,000	2,500,000	500,000
City Wide Building & Security Improvements	1P739	850,000	500,000	250,000	250,000	250,000	250,000	1,500,000	500,000
Energy Conservation / Conversion Program'	1P747	250,000	750,000	200,000	200,000	200,000	200,000	1,550,000	750,000
Recycling TOTER Program	1P719	1,500,000	3,000,000					3,000,000	3,000,000
Sidewalk / Streetscape Replacement Program	0P742/1P742	3,000,000	200,000					200,000	200,000
Perry Arch Engineering Study			250,000					250,000	250,000
New Police H.Q. / IT Department Study			500,000					500,000	500,000
Barnum Museum Renovations			500,000					500,000	500,000
New Senior Center			2,000,000					2,000,000	2,000,000
Parks Maintenance Equipment			500,000					500,000	500,000
Federal Energy Renewal / Source Program Match	1P748	500,000							
Pleasure Beach Water and Park Accessibility	1P749	2,000,000		150,000	270,150	50,000	50,000	520,150	2,000,000
<b>TOTAL PUBLIC FACILITIES</b>		<b>14,275,000</b>	<b>13,200,000</b>	<b>3,800,000</b>	<b>3,920,150</b>	<b>3,850,000</b>	<b>3,850,000</b>	<b>28,620,150</b>	<b>13,200,000</b>
<b>Other Departments</b>									
EOC Capital Maintenance Program			225,000	225,000				675,000	225,000
East Side Library Study			200,000					200,000	200,000
East End Library Study			200,000					200,000	200,000
Fire Apparatus Replacement Program	1P750	425,300	1,200,000	650,000	500,000			2,350,000	1,200,000
WPCA Sewer Separation Program	1P751	250,000	330,000	250,000	125,000			705,000	330,000
IT Telephony & Computer Replacement Program		250,000	250,000	250,000	250,000			750,000	250,000
<b>TOTAL OTHER</b>		<b>675,300</b>	<b>2,405,000</b>	<b>1,375,000</b>	<b>1,100,000</b>			<b>4,380,000</b>	<b>2,405,000</b>
<b>TOTAL ALL DEPARTMENTS</b>		<b>65,219,800</b>	<b>26,555,000</b>	<b>11,725,000</b>	<b>6,925,450</b>	<b>4,900,000</b>	<b>4,900,000</b>	<b>51,005,450</b>	<b>65,055,000</b>

RECEIVED  
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\*As Amended on the Council floor on 5/2/2011 to include (2) projects East Side Library Study \$200,000 and East End Library Study \$200,000.

**\*46-10 CONSENT CALENDAR**

Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects (\$64,655,000).

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**Report  
of  
Committee  
on**

**Budget & Appropriations**

**Submitted: May 2, 2011**

Adopted: \_\_\_\_\_



Attest: \_\_\_\_\_

City Clerk

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Approved \_\_\_\_\_

Mayor

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# City of Bridgeport, Connecticut

*To the City Council of the City of Bridgeport:*

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

## **\*46-10 CONSENT CALENDAR**

### **APPROVAL OF GENERAL OBLIGATION BONDS - To Fund Certain Capital Improvement Projects**

**WHEREAS**, the City Council of the City of Bridgeport (the "City") has previously adopted the City's Five Year Capital Plan for Fiscal Year 2012-2016 (the "2012-2016 Capital Plan"); and

**WHEREAS**, the Charter of the City requires that authorization to borrow against said 2012-2016 Capital Plan be approved by the City Council; and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the 2012-2016 Capital Plan in the amount of ~~\*\$64,655,000~~ \$65,055,000 as more particularly listed on Exhibit A attached hereto; Now, Therefore, be it

**RESOLVED**, That having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the appropriation of the amounts necessary to: (i) fund those certain capital improvement projects set forth on Exhibit A attached hereto and made a part hereof (the "Projects") in a principal amount not to exceed ~~\*\$64,655,000~~ \$65,055,000 and the issuance of general obligation bonds secured by the City's full faith and credit (the "Bonds"), in a principal amount not to exceed ~~\*\$64,655,000~~ \$65,055,000 exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Projects; and (ii) finance such additional costs and expenses, in an amount not to exceed ten percent (10%) of such authorization, as the Mayor, the

\*As Amended on the Council floor 05/02/2011.



Report of Committee on Budget and Appropriations  
\*46-10 CONSENT CALENDAR

-2-

Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and be it further

**RESOLVED**, The Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes and to issue temporary notes of the City in anticipation of the receipt of proceeds from the sale of the Bonds to be issued pursuant to this resolution and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by statute; notes evidencing such borrowings shall be executed in the same manner as if they were bonds and the officials shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Connecticut General Statutes and shall have all powers and authority as in connection with the issuance of bonds; and be it further

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



Report of Committee on Budget and Appropriations  
**\*46-10 CONSENT CALENDAR**

-3-

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

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



Report of Committee on Budget and Appropriations  
**\*46-10 CONSENT CALENDAR**

-4-

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

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

**RESOLVED**, That the Bonds shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Bonds may be by facsimiles of such signatures printed on the Bonds, and each of such Officers and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions; and be it further



Report of Committee on Budget and Appropriations  
\*46-10 CONSENT CALENDAR

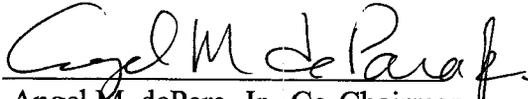
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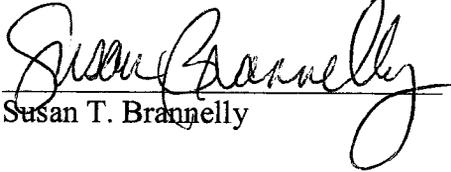
**RESOLVED**, That the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to allocate any unused bond proceeds, consistent with the applicable tax and other laws, as deemed to be necessary or advisable and in the best interests of the City by the Officials; and be it further

**RESOLVED**, That the Officials are hereby authorized to apply for and accept any available State or Federal grant in aid of the financing of the Projects, and to take all action necessary or proper in connection therewith.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS

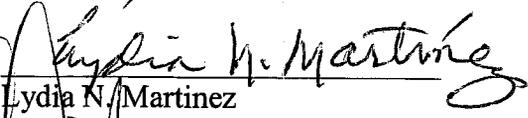
  
Robert Curwen, Co-Chairman

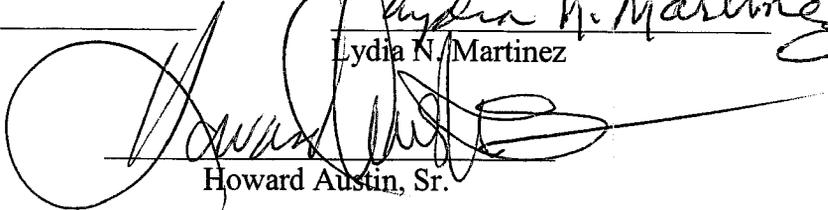
  
Angel M. dePara, Jr., Co-Chairman

  
Susan T. Brannelly

  
Amy Marie Vizzo-Paniccia

Carlos Silva

  
Lydia N. Martinez

  
Howard Austin, Sr.

Council Date: May 3, 2011

Exhibit A

<u>PROJECT DESCRIPTION</u>	<u>FY 2012 Capital Plan AMENDED</u>	<u>AUTHORIZE</u>
<u>Board of Education</u>		
Central High School Renovations		16,000,000
Harding High School Renovations		18,500,000
Dunbar Renovation		
Black Rock School		4,000,000
Bassick High School Roof	1,600,000	1,500,000
Maintenance Vehicles		
Classroom Computers	1,600,000	1,500,000
Special Education Buses	300,000	300,000
<b>TOTAL BOE</b>	<b>3,300,000</b>	<b>41,800,000</b>
<u>Economic Development</u>		
City / Neighborhood Beautification	500,000	500,000
Land management / Acquisition Steel Point	3,000,000	3,000,000
Neighborhood Revitalization Zones- Infrastructure	200,000	200,000
Freeman Homes		
Neighborhood Revitalization Zones- Housing/Admin	200,000	200,000
City Wide Waterfront Development	750,000	750,000
Blight Removal / Demolition Clean Up	3,000,000	3,000,000
<b>TOTAL OPED</b>	<b>7,650,000</b>	<b>7,650,000</b>
<u>Public Facilities</u>		
Roadway Paving, Culverts, Intersections	4,000,000	4,000,000
Public Facilities Equipment	1,500,000	1,500,000
Muni Bldg. HVAC / Heating / Elec / Facilities	500,000	500,000
City Wide Building & Security Improvements	500,000	500,000
Energy Conservation / Conversion Program'	750,000	750,000
Recycling TOTER Program		
Sidewalk / Streetscape Replacement Program	3,000,000	3,000,000
Perry Arch Engineering Study	200,000	200,000
New Police H.Q / IT Department Study	250,000	250,000
Barnum Museum Renovations	600,000	500,000
New Senior Center	2,000,000	2,000,000
Parks Maintenance Equipment		
Federal Energy Renewal / Source Program Match		
Pleasure Beach Water and Park Accessibility		
<b>TOTAL PUBLIC FACILITIES</b>	<b>13,200,000</b>	<b>13,200,000</b>
<u>Other Departments</u>		
EOC Capital Maintenance Program	225,000	225,000
* East Side Library Study	* 200,000	200,000
* East End Library Study	* 200,000	200,000
Fire Apparatus Replacement Program	1,200,000	1,200,000
WPCA Sewer Separation Program	330,000	330,000
IT Telephony & Computer Replacement Program	250,000	250,000
<b>TOTAL OTHER</b>	<b>2,405,000</b>	<b>2,405,000</b>
<b>TOTAL ALL DEPARTMENTS</b>	<b>26,555,000</b>	<b>* 66,055,000</b>

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\*As Amended on the Council floor on 5/2/2011 to include (2) projects East Side Library Study \$200,000 and East End Library Study \$200,000.

PROJECT DESCRIPTION	FY 2011 Capital Plan Asset Code	FY 2011 Capital Plan ADOPTED	FY 2012 Capital Plan AMENDED	FY 2013 Capital Plan PLANNED	FY 2014 Capital Plan PLANNED	FY 2015 Capital Plan PLANNED	FY 2016 Capital Plan PLANNED	TOTAL Capital Plan 2012-2016	AUTHORIZE
<b>Board of Education</b>									
Central High School Renovations		16,000,000.00							16,000,000
Harding High School Renovations		18,500,000.00							18,500,000
Dunbar Renovation		4,000,000.00							4,000,000
Black Rock School		4,000,000.00							4,000,000
<b>Bassick High School Roof</b>			1,500,000					1,500,000	1,500,000
Maintenance Vehicles			1,500,000	1,500,000				3,855,300	1,500,000
Classroom Computers			300,000	300,000			300,000	1,500,000	300,000
Special Education Buses			3,300,000	1,800,000	1,165,300	300,000	300,000	6,865,300	41,800,000
<b>Economic Development</b>									
<b>TOTAL BOE</b>		42,500,000	3,300,000	1,800,000	1,165,300	300,000	300,000	6,865,300	41,800,000
City / Neighborhood Beautification	1P708	1,000,000	500,000	500,000	500,000	500,000	500,000	2,500,000	500,000
Land management / Acquisition Steel Point	9P665		3,000,000					3,855,300	3,000,000
Neighborhood Revitalization Zones- Infrastructure	1P743	950,000	200,000					1,500,000	3,000,000
Freeman Homes	1P745	100,000						200,000	200,000
Neighborhood Revitalization Zones- Housing/Admin	1P744	468,500	200,000					200,000	200,000
City Wide Waterfront Development	1P746	250,000	750,000					750,000	750,000
Blight Removal / Demolition Clean Up	1P410	5,000,000	3,000,000	250,000	250,000	250,000	250,000	4,000,000	3,000,000
<b>TOTAL OPED</b>		7,769,500	7,650,000	750,000	750,000	750,000	750,000	10,650,000	7,650,000
<b>Public Facilities</b>									
Roadway Paving, Culverts, Intersections	1P625	4,500,000	4,000,000	2,500,000	2,500,000	2,500,000	2,500,000	14,000,000	4,000,000
Public Facilities Equipment	1P630	1,600,000	1,500,000	200,000	200,000	350,000	350,000	2,600,000	1,500,000
Muni Bldg. HVAC / Heating / Elec / Facilities	0P631	75,000	500,000	500,000	500,000	500,000	500,000	2,500,000	500,000
City Wide Building & Security Improvements	1P739	850,000	500,000	250,000	250,000	250,000	250,000	1,500,000	500,000
Energy Conservation / Conversion Program	1P747	250,000	750,000	200,000	200,000	200,000	200,000	1,550,000	750,000
Recycling TOTER Program	1P719	1,500,000							
Sidewalk / Streetscape Replacement Program	0P742/1P742	3,000,000	3,000,000					3,000,000	3,000,000
<b>Perry Arch Engineering Study</b>			200,000					200,000	200,000
<b>New Police H.Q./IT Department Study</b>			250,000					250,000	250,000
<b>Barnum Museum Renovations</b>			500,000					500,000	500,000
New Senior Center			2,000,000					2,000,000	2,000,000
Parks Maintenance Equipment			2,000,000					2,000,000	2,000,000
Federal Energy Renewal / Source Program Match	1P748	500,000		150,000	270,150	50,000	50,000	520,150	500,000
Pleasure Beach Water and Park Accessibility	1P749	2,000,000						2,000,000	2,000,000
<b>TOTAL PUBLIC FACILITIES</b>		14,275,000	13,200,000	3,800,000	3,920,150	3,850,000	3,850,000	28,620,150	13,200,000
<b>Other Departments</b>									
EOC Capital Maintenance Program			225,000	225,000				675,000	225,000
<b>East Side Library Study</b>			200,000					200,000	200,000
<b>East End Library Study</b>			200,000					200,000	200,000
<b>Fire Apparatus Replacement Program</b>			1,200,000	650,000	500,000			2,350,000	1,200,000
WPCA Sewer Separation Program	1P750	425,300	330,000	250,000	125,000			705,000	330,000
IT Telephony & Computer Replacement Program	1P751	250,000	250,000	250,000	250,000			750,000	250,000
<b>TOTAL OTHER</b>		65,219,800	26,555,000	6,925,450	4,900,000	4,900,000	4,900,000	51,005,450	65,065,000
<b>TOTAL ALL DEPARTMENTS</b>		142,769,500	132,000,000	14,275,000	14,275,000	14,275,000	14,275,000	142,769,500	142,769,500

RECEIVED  
 CITY CLERK'S OFFICE  
 2011

\*As Amended on the Council floor on 5/2/2011 to include (2) projects East Side Library Study \$200,000 and East End Library Study \$200,000.

57-10

State Reimbursement of low and moderate Income  
Housing Tax.

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Report  
of  
Committee  
on

Miscellaneous Matters

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Submitted: May 2, 2011

Adopted: \_\_\_\_\_

*Shane A. Williams*

Attest: \_\_\_\_\_

City Clerk

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Approved \_\_\_\_\_

Mayor

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# 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:

57-10

**BE IT RESOLVED**, That in accordance with the Connecticut General Statutes Public Act Number 522, Section 8-215, permission is hereby granted to the Tax Collector to abate a portion of the taxes for the following projects of "Housing for Low or Moderate Income Persons" for the Grand List of 2009:

Bridgeport Rotary Club Housing Corp. 285 Maplewood Avenue, Block 1116, Lot 40	\$140,716.86
Cedar-Park, Inc. 151 Cedar Street, Block 844, Lot 2A	33,556.84
First Baptist Housing 115 Washington Avenue, Block 1058, Lot 15A	168,722.52
Marionville, Inc. 15-49 Hallett Street, Block 0847, Lot 10A	45,492.86
Seaview Gardens, Inc. 890 Seaview Avenue, Block 0601, Lot 04B	31,189.14
Union Village, Inc. 141 Union Avenue, Block 0626, Lot 08A	49,358.54
Unity Heights Co-Operative 200-436 Lyon Terrace, Block 0903, Lot 01X	94,117.24
	<hr/>
Total Reimbursement	\$563,154.00

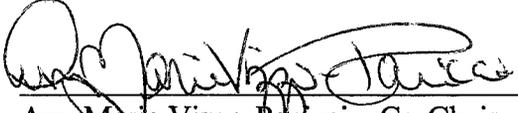
The amount to be abated would be identical to the amount actually reimbursed to the City from the State of Connecticut. The remainder of the taxes due on each property would then be billed to the Tax Payer.

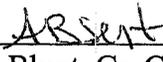


Report of Committee on Miscellaneous Matters  
57-10

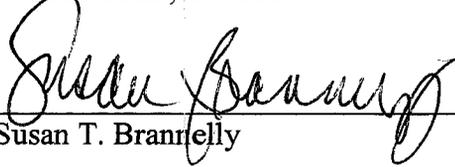
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RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON MISCELLANEOUS MATTERS

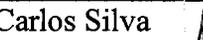
  
Amy Marie Vizzo-Ranicia, Co-Chair

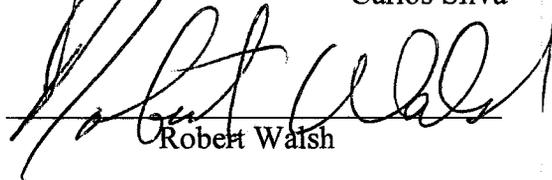
  
Warren Blunt, Co-Chair

  
Denese Taylor-Moye

  
Susan T. Branrally

  
Manuel Ayala

  
Carlos Silva

  
Robert Walsh

Council Date: May 2, 2011