

**CITY OF BRIDGEPORT  
CONTRACTS COMMITTEE  
REGULAR MEETING  
DECEMBER 12, 2006**

**ATTENDANCE:** Thomas Mulligan, Co-chair; Donna Curran, Letita Colon; Elaine Pivrotto, Angel de Para

**OTHERS:** Andre Baker, City Council; Attorney Ron Pachaca, Attorney Melanie Howlett, George Estrada, Director of Public Facilities; Ken Hayes, Inspiration Unlimited, LLC.

**CALL TO ORDER**

Chairman Mulligan called the meeting to order at 6:35 p.m. and announced that there was a quorum. He announced that the Committee would be considering Agenda Item 316-05 first, in order to allow Mr. Estrada to attend another meeting by 7 p.m.

**316-05 Proposed Agreement with Inspiration Unlimited, LLC. For “Gathering of the Vibes” Festival for events held at Seaside Park.**

Mr. Estrada introduced Mr. Hayes as the coordinator for the “Gathering of the Vibes” Festival, which had been held at Seaside Park in the past before the renovations started. Since then, the Festival has been held in upstate New York. Mr. Hayes greeted the Committee and said that he was happy to have the opportunity to bring the Festival back to Bridgeport. He then reviewed the details of the procedure for the Committee.

Council Member Curran had several questions regarding the gate access. Mr. Hayes explained that although the gates and fencing will be up in advance, the gates will be open to public access until Friday morning. Many people come to the Festival and camp out. They arrive on Thursday night, so there are a number of music videos planned for that evening that will be open to everyone. Mr. Hayes also noted that the Bluefish will be playing a home game that weekend.

Council Member Pivrotto asked about the problems with the Police Department that had resulted in the cancellation of the Midway event. Mr. Estrada reviewed the procedure for application approval and said that the Police Department had no current objection to this event.

Council Member Curran expressed concerns about underage drinking. Mr. Hayes reviewed the security plans for liquor containment at the event and stated that everyone would have a wristband. He pointed out that there was no way to insure that no underage drinking takes place, but that the Festival does have a comprehensive plan.

Council Member Curran then asked about the Festival's previous record. Mr. Estrada stated that the last festival had gone smoothly. Mr. Hayes said the last time, they had 15,000 people and no police issues.

Council Member Colon asked about the private security arrangements. Mr. Hayes stated that there would be 75 private investigators on site along with the city detectives. Council Member Colon asked how much this would cost the City. Mr. Estrada explained that it would not cost the City anything as the organization would be paying off duty policemen and that any overtime for the City Parks staff incurred by the Festival will be paid by the organizers.

Attorney Pachaca stated that Mr. Hayes has proven to be very cooperative in the past and had worked well with the City regarding the current arrangements. He feels that Mr. Hayes is very forward thinking and prevents possibly negative situations from arising.

Council Member Curran asked what was paid to the City. Mr. Estrada replied that the organization pays a \$40,000 licensing fee and then proceeded to review the details with her. Council Member Mulligan pointed out that the details were included in the contract on page 5, paragraph 4. Mr. Estrada also gave Council Member Curran a brief overview of the direct and indirect costs. Inspiration Unlimited will also be paying for any damage to the fields that result from the event. Attorney Pachaca also commented that the licensing fee was not tied to the gate receipts, and therefore if the event does not make money, the City will still have the \$40,000.

Chairman Mulligan asked if the Park Board had approved this application. Mr. Estrada explained that it had. Chairman Mulligan also had some concerns about public access to the baseball fields. Mr. Estrada stated that the Park Board sets the schedule for the leagues and that this had been scheduled for those fields. He then reviewed the details of the arrangement for Chairman Mulligan.

Chairman Mulligan then asked what the previous fees for the event had been. Mr. Hayes gave him the fee amounts for 1999 and for 2000.

Council Member Pivrotto commented that the residents of Seaside Village had been very positive about this Festival.

Mr. Estrada then distributed an Amendment to the contract entitled "AMR Protocol". Chairman Mulligan labeled this as "Exhibit A" and included a copy of this with the record.

**\*\* COUNCIL MEMBER PIVIROTTO MOVED TO APPROVE THE ADDITION OF THE AMR PROTOCOL:**

**TWO STATIONARY AMBULANCES FOR THE DURATION OF THE FESTIVAL WITH A PARAMEDIC AND AN EMT IN EACH; AND**

**AN EMT AND A PARAMEDIC FROM THE BIKE UNIT SHOULD PATROL THE FESTIVAL.**

**BY FEBRUARY 1, 2007, ALL INSURANCE REQUIREMENTS ARE TO BE FINALIZED AND APPROVED BY THE FINANCE DEPARTMENT.**

**TO THE CONTRACT FOR 316-05 PROPOSED AGREEMENT WITH INSPIRATION UNLIMITED, LLC. FOR "GATHERING OF THE VIBES" FESTIVAL FOR EVENTS HELD AT SEASIDE PARK.**

**\*\* COUNCIL MEMBER CURRAN SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**\*\* COUNCIL MEMBER DE PARA MOVED TO APPROVE THE AMENDED CONTRACT FOR 316-05 PROPOSED AGREEMENT WITH INSPIRATION UNLIMITED, LLC. FOR "GATHERING OF THE VIBES" FESTIVAL FOR EVENTS HELD AT SEASIDE PARK.**

**\*\* COUNCIL MEMBER PIVIROTTO SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**APPROVAL OF THE COMMITTEE MINUTES FOR NOVEMBER 14, 2006**

**\*\* COUNCIL MEMBER DE PARA MOVED TO APPROVE THE COMMITTEE MINUTES FOR NOVEMBER 14, 2006 AS SUBMITTED.**

**\*\* COUNCIL MEMBER COLON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**309-05 – Proposed Agreement with the State of Connecticut concerning rebuilding the Long Island Sound Lobster Population.**

There was no one to present the proposal to the Committee. Because this is the second time this item has appeared on the agenda with representation, Chairman Mulligan appointed Attorney Howlett to research the issue and report back to the Committee.

**\*\* COUNCIL MEMBER PIVIROTTO MOVED TO TABLE 309-05 – PROPOSED AGREEMENT WITH THE STATE OF CONNECTICUT CONCERNING REBUILDING THE LONG ISLAND SOUND LOBSTER POPULATION.**

**\*\* COUNCIL MEMBER COLON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**315-05 Proposed Lease Agreement with Omnipoint Communications Inc. for placement of telecommunications antennas and equipment located at Fairchild Wheeler Golf Course.**

Attorney Howlett reviewed the details of the contract with the Committee and assured them that there would be no interference with the use of the water tank. She stated that the contract was for five years with a 20 year renewal option. The contract has been approved by the Parks Committee, but will need to go to Planning and Zoning for a review and a report. Since the structure already exists, a site plan is not needed. A discussion about the role of both the Fairfield and Bridgeport Planning and Zoning Commissions in this project followed.

Council Member de Para asked if there had ever been an instance where the Planning and Zoning permission was denied. Attorney Howlett replied that there had been one and proceeded to explain that the proposal had to do with the placement of the antennas on a billboard. The City was in the process of reducing the number of billboards and that was the basis on which the proposal was denied. Attorney Howlett also said that she was able to get the City a large settlement than normal for the placement on the water tower.

Council Member Pivirotto asked for a review of the ownership of Fairchild Wheeler. Attorney Howlett reviewed the details of the ownership of the golf course with her. \

**\*\* COUNCIL MEMBER DE PARA MOVED TO APPROVE 315-05 PROPOSED LEASE AGREEMENT WITH OMNIPOINT COMMUNICATIONS INC. FOR PLACEMENT OF TELECOMMUNICATIONS ANTENNAS AND EQUIPMENT LOCATED AT FAIRCHILD WHEELER GOLF COURSE.**

Attorney Howlett stated that the Planning and Zoning agenda had been too lengthy at the last meeting and that the Committee does not meet in December, so that this agenda item would be not considered until the January meeting. There was some additional discussion about whether it would be better to table the item until after the Planning and Zoning Committee issued their report.

**\*\* COUNCIL MEMBER DE PARA MOVED TO RETRACT HIS PREVIOUS MOTION.**

Following additional discussion regarding the protocol for the approval to be presented to the City Council, the following motion was made.

**\*\* COUNCIL MEMBER DE PARA MOVED TO APPROVAL CONTIGENT UPON RECEIVING A FAVORABLE REPORT FROM THE PLANNING AND ZONING BOARD ACCORDING TO CONNECTICUT STATUTE 8-24 BEFORE BEING PLACED ON CONSENT CALENDAR. OFFICE OF CITY ATTORNEY TO NOTIFY THE CITY CLERK WHEN THE MATTER CAN BE PLACED ON THE AGENDA FOR THE FULL COUNCIL THROUGH ATTORNEY M. HOWLETT.**

**\*\* COUNCIL MEMBER PIVIROTTO SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**02-06 Proposed Professional Services Agreement with Perkins Eastman Architects, P.C. for architectural and engineering services.**

Attorney Pacacha commented that he was not the one who had prepared the contract and that he did not have much information regarding it. Mr. Cody was out sick and not able to attend. The proposal has to do with the beginning of a design for a new Health Services building and the evaluation for a new location in the City. Two years previous, a grant had been approved to study the feasibility of having the existing Health Department retrofitted or locating a better parcel for a new building, Council Member de Para explained. The current building is out of code compliance in several areas. Council Member Pivirotto commented that this item was one of the grants that the Federal lobbyists had been working on securing. Council Member Curran commented that this was really site planning and site selection.

Council Member Curran suggested recessing the meeting until Monday, December 18th at 5:30 p.m. to allow for Mr. Cody to be present. Council Member de Para also suggested that Dr. Evans be present. Council Member Pivirotto said that she would be the contact with Mr. Cody since she works with him on another project. Council Member de Para said that he would be the contact person for Dr. Evans.

**\*\* COUNCIL MEMBER DE PARA MOVED TO TABLE AGENDA ITEM 02-06 PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH PERKINS EASTMAN ARCHITECTS, P.C. FOR ARCHITECTURAL AND ENGINEERING SERVICES UNTIL MONDAY, DECEMBER 18, 2006 AT 5:30 P.M.**

Council Member de Para commented that the reason the meeting will be at 5:30 is to allow for questions without feeling pressed for time and perform their due diligence.

**\*\* COUNCIL MEMBER PIVIROTTO SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**03-06 Proposed Ground Lease Agreement with Aircraft Facilities Group, LLC.**

**\*\* COUNCIL MEMBER DE PARA MOVED TO TABLE AGENDA ITEM 03-06 PROPOSED GROUND LEASE AGREEMENT WITH AIRCRAFT FACILITIES GROUP, LLC TO THE NEXT MONTHLY MEETING.**

**\*\* COUNCIL MEMBER CURRAN SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**RECESS**

**\*\* COUNCIL MEMBER DE PARA MOVED TO RECESS THE MEETING OF THE CONTRACT COMMITTEE UNTIL MONDAY, DECEMBER 18, 2006 AT 5:30 P.M.**

**\*\* COUNCIL MEMBER COLON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting recessed at 7:40 p.m.

Respectfully submitted,

Sharon L. Soltes  
Telesco Secretarial Services

**CITY OF BRIDGEPORT  
CONTRACTS COMMITTEE  
DECEMBER 18, 2006**

**ATTENDANCE:** Thomas Mulligan, Chairman; Richard Paoletto, Letitia Colon, Donna Curran, Angel de Para, Elaine Pivirotto

**OTHERS:** Dr. Evans, Health Department Director; David Cote, Construction Management Services Director

The meeting of the City Council's Contracts Committee held on Tuesday evening, December 12, 2006 was recessed at 7:40 p.m. on Tuesday evening and scheduled to reconvene on Monday, December 18 at 5:30 p.m.

**CALL TO ORDER**

Chairman Mulligan called the recessed meeting to order at 5:35 p.m. and announced that a quorum was present.

**02-06 Continued discussion and action re: Proposed Professional Services Agreement with Perkin Eastman Architects, P.C. for architectural and engineering services.**

Mr. Cote presented a brief overview of the proposal, which involves evaluating the site of the former Bridgeport Brass for relocation of the Health Department. An RFQ was sent out and seven firms responded. The three finalists were Fletcher Thompson, Perkin Eastman and J.C.J. Architecture. After some final evaluations, Mr. Cote stated that his department was recommending that Perkin Eastman be awarded the contract.

Council Member Paoletto asked where the funds would be coming from to pay for the project. Mr. Cote explained that this was a federal grant of \$88,500 and that no city funds would be used.

Council Member Pivirotto asked about the shelf life of the study project. Mr. Cote replied that it was approximately 3-5 years and commented that the land on East Main Street was available.

Council Member Curran wished to know the exact nature of the proposed facility. Mr. Cote explained that the primary function was to get all the Health Department offices under one roof and to have a presentable and safe facility. Council Member Curran asked why focus groups had been done and why the process had been so cumbersome. Dr. Evans replied that the Health Department is in desperate need of strategic planning for the future. Mr. Cote commented that when the architectural firm is selected, the plans would help pull the project into focus.

Council President Ayala asked if the empty school buildings would be considered, along with the location of the residents of the City who utilize the Health Department the most. Mr. Cote replied that these had been part of the considerations and would be included in the planning for the project. Council Member de Para commented that as the City grows, it is important to take time to do proper planning.

Council Member Curran commented that there had been an article in the Connecticut Post on December 14, 2006 that stated that the Democratic Party was intending to stop the earmarking of funds for specific projects. It was pointed out that this is being done on a Federal level and that the Council can not control what Congress does in the future. However, Mr. Cote observed that the funds for this particular project would not be affected by this announcement as they have already been allocated.

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO APPROVE THE PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH PERKIN EASTMAN ARCHITECTS, P.C. FOR ARCHITECTURAL AND ENGINEERING SERVICES.  
\*\* COUNCIL MEMBER DEPARA SECONDED.**

Chairman Mulligan asked which federal department the grant funds were being provided from. Mr. Cote answered that it was the Human Resource Services Agency (HURSA) grant. Chairman Mulligan then asked if AIA contracts were used. Mr. Cote stated that his department uses cost plus contracts for these projects.

Chairman Mulligan then asked who was on the committee for this project. Mr. Cote stated that Dr. Evans, Michael Nidoh, Ted Graybars, Mr. Mackenzie were on the committee along with himself.

**\*\* THE MOTION PASSED UNANIMOUSLY.**

### **ADJOURNMENT**

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN.  
\*\* COUNCIL MEMBER CURRAN SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 6:04 p.m.

Respectfully submitted,

Sharon L. Soltes  
Telesco Secretarial Services

City of Bridgeport  
Contracts Committee  
December 18, 2006  
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**CITY OF BRIDGEPORT  
CONTRACTS COMMITTEE  
JANUARY 9, 2007**

**ATTENDANCE:** Richard Paoletto, Co-chair; Thomas Mulligan, Co-chair; Angel De Para, Leticia Colon; Keith Rodgeron; Donna Curran

**OTHERS:** William E. Minor, Director of Land Use; Atty. Lisa R. Trachtenburg, City Attorney's Office; Robert Simmons, John Ricci, Sikorsky Airport Manager; Thomas Harrow, Charles Campbell, Felix Charney, David Marcinowski, Gregory Fay, Peter Vininum, Eugene Gorab, Edward Lavernoich, OPED, Andre Baker, Council Member, Robert Walsh, Council Member, Andres Ayala, Council President; Connie Catrone

**CALL TO ORDER**

Chairman Paoletto called the meeting to order at 6:09 p.m. There was a quorum present.

**APPROVAL OF THE MINUTES FOR THE DECEMBER 12, 2006 MEETING**

Please note the following correction:

Page 3, last line: please remove the word "appointed" and replace it with "requested".

**\*\* COUNCIL MEMBER MULLIGAN MOVED TO APPROVE THE MINUTES FOR THE DECEMBER 12, 2006 MEETING AS CORRECTED.**

**\*\* COUNCIL MEMBER RODGERSON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**APPROVAL OF THE MINUTES FOR THE DECEMBER 18, 2006 MEETING**

**\*\* COUNCIL MEMBER MULLIGAN MOVED TO APPROVE THE MINUTES FOR THE DECEMBER 18, 2006 MEETING AS SUBMITTED.**

**\*\* COUNCIL MEMBER RODGERSON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**309-05 Proposed Agreement for the Study of the Long Island Lobster Population.**

This grant will be through the Board of Education and will involved students from three different high schools participating in data collection on lobster boats on Long Island Sound.

The Committee members had several questions about the details of the program, which were answered by the Board of Education members involved in the program. Council Member Curran asked if the boats would be going out in bad weather. It was stated that the with the reduced lobster availability, the boats do not normally go out in poor weather. Council Member Curran also expressed some concerns about what the students would be doing. The Board Members reviewed the program aspects with her.

Council Member Walsh had several concerns and questions about the insurance liability for the students participating in the program. The Board Members reviewed the insurance coverage with Council Member Walsh and also stated that the students had become familiar with the wet suits and other safety gear as part of the protocol. Each student will wear a personal GPS locator, as part of the procedure.

Council Member Walsh also had some questions about the racial make up of the program participants. He was assured that the student population at the various schools represented the same racial population that is present in the City of Bridgeport.

Council Member Mulligan had concerns about the liability of the City if an uninsured student enrolled in the Aquaculture program. It was explained that one reason that an umbrella policy is being used for the program is because of the time it takes to insure one individual. Council Mulligan then asked if the liability would be shared with Fairfield in the event of a deliberate or intentional action. The Board Members said they would look into this.

Council Member Baker asked if this program had been done elsewhere. Mr. Smith replied that Rhode Island had done the program and that it had worked well. He then proceeded to give a brief overview of the program to the Committee. Council Member Baker also wished to know how much briefing the student's parents received. Mr. Smith replied that there had been several meetings with the parents already. Council Member Baker asked about the waiver forms. Mr. Smith replied that the program used the LED 75 State form, which is an Acknowledgement of Risk.

Chairman Paoletto recognized Mr. Simmons, a member of the Board of Education, who was present. Mr. Simmons had some specific questions about the budget numbers on for the program. Mr. Smith answered them and explained that the final figures have not yet been set pending some outstanding information. Mr. Simmons stated that he was trying to determine if the Committee was being given the same financial information that the BOE had received about this project.

Council Member Curran had several questions about the insurance coverage and the cost to the administration. Council Member de Para stated that he would like to see criminal background checks on the lobstermen involved in the program, Council Member Walsh requested that copies of the Acknowledgement of Risk waiver form be submitted to the Committee. After a brief discussion, the Committee agreed to recess this issue until

January 16th at 6:00 p.m., to allow the BOE representatives time to assemble additional documentation for the Committee's review.

**\*\* COUNCIL MEMBER MULLIGAN MOVED TO RECESS AGENDA ITEM 309-05 PROPOSED AGREEMENT FOR THE STUDY OF THE LONG ISLAND LOBSTER POPULATION UNTIL JANUARY 16TH AT 6:00 P.M. WITH THE UNDERSTANDING THAT A REPORT WILL BE PRESENTED BY MR. SEDOR AND MR. CURTIS AND THE FOLLOWING INFORMATION WILL BE PRESENTED:**

**A. DOCUMENTATION SHOWING THAT A FIVE MILLION DOLLAR LIABILITY INSURANCE POLICY HAS BEEN OBTAINED.**

**B. DOCUMENTATION SHOWING THAT AN INSURANCE POLICY FOR PUNITIVE DAMAGES HAS BEEN OBTAINED.**

**C. AN AGREEMENT THAT THE SURROUNDING TOWNS WITH PARTICIPATING STUDENTS WILL PARTICIPATE PROPORTIONALLY FOR ANY EVENT WHERE THERE IS NO INSURANCE COVERAGE.**

**D. PROVIDE A COPY OF THE WAIVER STATEMENT THAT WAS GIVEN TO THE PARENTS.**

**\*\* COUNCIL MEMBER CURRAN SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**13-06 – Personal Service Agreement with United Way of Eastern Fairfield County, Inc.**

Ms. Catrone greeted the Committee members and gave a brief overview of the proposal, which is a continuation of last year's Park Program. This program provides the school based health centers with the services of a psychiatrist and therapists. The billing is done to the Park Project directly. Ms. Catrone explained this is the second year for the program, which is available at Luis Munoz Marin and Harding. This program is handled through the United Way and has benefited about 40 students.

Council Member Curran had some questions about the billing practice and compensation, which Ms. Catrone reviewed with her.

**\*\* COUNCIL MEMBER DE PARA MOVED TO APPROVE AGENDA ITEM 13-06 – PERSONAL SERVICE AGREEMENT WITH UNITED WAY OF EASTERN FAIRFIELD COUNTY, INC.**

**\*\* COUNCIL MEMBER COLON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

Chairman Paoletto requested that this item be put on the consent calendar.

**03-06 Proposed Ground Lease Agreement with the Aircraft Facilities Groups, LLC.**

Mr. Ricci, the manager for Sikorsky Airport, greeted the Committee and gave a brief overview of the proposal to construct a new building as a replacement for the current structure. He stated that there is a pressing need to reconfigure the layout and the building to keep their current customers and attract more corporate customers. Since 9/11, the commercial business travel has decreased but private corporate travel has increased.

Mr. Harrow then gave an outline of the entire project, which is planned in four different phases. *Mr. Harrow distributed copies of the existing buildings for the Committee members to view.*

Atty. Trachtenburg stated that the Committee was being asked to review the Ground Lease for Phase 1, with options for Phases 2, 3, and 4. Mr. Harrow then answered the various questions from the Committee about the locations of the buildings, and the estimated time line. Mr. Harrow explained that once the ground lease is approved, the construction for Phase 1 could take from 12 to 18 months. There was a brief discussion about the overall timeline, which would be subject to Planning and Zoning approval. Mr. Ricci pointed out that with the new buildings, the buildings less the land value will be added to the tax rolls.

Council Member Colon asked about increased air traffic. Mr. Ricci replied that there would be some increase, but that the relatively short runway would limit this.

One of the owners of Private Air commented that with the old buildings it is difficult to attract the higher quality customers. He also mentioned that there is a newer generation of aircraft being manufactured, which will be much quieter.

Mr. Ricci then reviewed the status of the building proposal in regards to the nearby wetlands for the Committee.

A question was raised about the taxes and Mr. Ricci then reviewed the state regulations regarding the tax situation.

*Mr. Harrow then distributed copies of the Revenue schedule to the Committee.* He then presented an overview of the payments. Mr. Harrow explained that the airplane aprons that will be constructed at the airport during Phases 1, 2 and 3, would be built by the airport and then turned over to the City, along with use rental.

Mr. Ricci also reviewed the transit and airport based fee schedules for the Committee. Council Member Walsh asked if the fees paid would be given to the City or would remain at the airport. Mr. Ricci said that most of the fees would come into the General Fund. He also reported that the building at the airport is at the end of its useful life. Most of the mechanicals have been jury-rigged to avoid having capital improvements done. Mr. Ricci stated that a new air conditioning unit and heating unit would save quite a bit of money because of their efficiency. Mr. Harrow then reviewed the projected costs of the project.

Atty. Trachtenburg then introduced Mr. Vininum who independently reviewed the ground leases. He pointed out that airport ground leases are different from most commercial ground leases in that all the business that takes place at an airport is aviation related. He stated that he had reviewed the particulars of the lease and compared Stratford with other state run airports. Mr. Vininum stated that Oxford was the most similar of all the other state run airports and that they had recently had many new improvements that were done by the tenants and the state. Westchester and Hartford are not comparable to Stratford because of the longer runways and higher traffic patterns.

Council Member Walsh expressed concern about the length of the lease, which is forty years and has two ten year renewal options. The head of Private Air pointed out that the risk was borne equally on both sides, since the private companies were also at risk of the industry changing. He also said that his company was growing rapidly and that they wanted to stay in Bridgeport.

A discussion about environmental insurance and possible contamination followed. Atty. Trachtenburg stated that the City would not be responsible for the clean up. The airport would be responsible for anything under \$500,000.

**\*\* COUNCIL MEMBER RODGERSON MOVED TO APPROVE AGENDA ITEM 03-06 PROPOSED GROUND LEASE AGREEMENT WITH THE AIRCRAFT FACILITIES GROUPS, LLC.**

**\*\* COUNCIL MEMBER COLON SECONDED.**

Council Member Mulligan stated that he would like a comment from the City Attorney's office regarding what would happen if the airport began making a profit and would like an executive summary of the lease, which is in excess of 60 pages. Atty. Trachtenburg commented that since the project was being done in Phases, the four leases were almost identical in nature, but each addressed a different Phase of the project.

**\*\* THE MOTION PASSED UNANIMOUSLY.**

After a very brief discussion, it was decided that this item would not be placed on the consent calendar.

**23-06 Professional Service Agreement with the Environmental Land Solution, LLC for consultant services regarding Inland Wetlands and Watercourse Agency.**

Mr. Minor presented the proposal and stated that the City had been paying for an outside agency to provide consultant services regarding Inland Wetlands and Watercourse Agency.

Council Member Curran asked if there were receipts for the work done. Mr. Minor replied that there were. He said he receives a monthly bill that itemizes the services rendered. Council Member Curran said that she was pleased when she noticed that the contract included a statement regarding the ethical conduct of contractors.

When asked why the City was contracting these services out, Mr. Minor stated that the Agency does not have the expertise. He outlined what a consultant does for the Committee.

**\*\* COUNCIL MEMBER MULLIGAN MOVED TO APPROVE AGENDA ITEM 23-06 PROFESSIONAL SERVICE AGREEMENT WITH THE ENVIRONMENTAL LAND SOLUTION, LLC FOR CONSULTANT SERVICES REGARDING INLAND WETLANDS AND WATERCOURSE AGENCY.**

Council Member Richardson asked if OPED had considered doing this work in house. Mr. Minor replied that OPED had cost it out years earlier and that it was less expensive to do it this way. Council Member Curran asked if the agency had ever exceeded the \$25,000 cap. Mr. Minor replied that they had not.

**\*\* COUNCIL MEMBER COLON SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

Chairman Paoletto requested that this be placed on the consent calendar.

**09-06 Authorization to retain an independent consultant to analyze the Steel Point Project.**

Council Member Curran stated that after the Midtown presentation, she felt overwhelmed with both the scope and the cost of the project. Because of this, she felt that it was important to have an outside agency review the documents and provide an executive summary.

Mr. Lavernoich agreed that this was a decision of enormous magnitude and said that the draft of the contract was in excess of sixty pages with drawing. He stated that he plans to review the contracts with the Council line by line in executive session. Mr. Lavernoich expressed concern about the increased number of consultants on the project. He pointed out that a multi-disciplinary team worked on the documents for 15 months.

Council Member Walsh stated that he and Council Member Holloway were on the Council when the WPCA project was presented. The Council hired an outside consultant to help evaluate the proposal. There were two questions, one of which was if the proposal would move the City in the best direction and the second one was is the proposed company the best provider of services. The former mayor vetoed the plan and the City was still having difficulties with MERF pensions and other issues that arose. He concluded with the fact that there was an atmosphere of rush, rush, rush at the December presentation.

Mr. Lavernoich commented that since the presentation, some of the bankers have located some areas that need attention and these areas are being worked on now. Council Member Walsh stated that he had not seen any of the documents yet, but felt that the City should go through with an RFQ for a consultant. Mr. Lavernoich replied that one of the reasons why this has been so long in the making is that the people involved have been careful to insure that the issues are clarified. He felt that an outside consultant would be redundant, but stated that it would be the Committee's decision.

Council Member de Para commented that he hoped the LDA proposal would be sent in soon, which would give the Council Members time to digest the information. He also commented that the outside consultant would need some direction as to what questions the Council Members wanted to have evaluated. Council Member de Para said that he was disappointed that no work force or affordable housing would be included in the project.

Council Member Baker agreed, saying that once the vote is taken, it will affect Bridgeport for years. He also agreed with Council Member de Para about the affordable housing.

A discussion of the various pros and cons of the issue followed. Council Member Rodgeron reminded everyone that the last time a consultant had been hired, the information had not proved to be reliable. He also stated that he could not think of a way to make a practical application of this proposal because of its large scope.

Council Member Mulligan asked who was involved in the project development. Mr. Lavernoich listed the name of the various groups involved. Council President Ayala commented that Steel Point was a complex matter but he agreed with Council Member Rodgeron in that it would be difficult to provide a consultant with a clear focus. He also commented that the LDA has not been issued yet.

A discussion about the various aspects of the proposal followed. Council President Ayala suggested that the co-chairs develop a clear idea on the procedure and the focus that would be given to a consultant and report back to the Committee.

**\*\* COUNCIL MEMBER CURRAN MOVED TO TABLE AGENDA ITEM 09-06  
AUTHORIZATION TO RETAIN AN INDEPENDENT CONSULTANT TO  
ANALYZE THE STEEL POINT PROJECT.**

**\*\* COUNCIL MEMBER DE PARA SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**ADJOURNMENT**

**\*\* COUNCIL MEMBER MULLIGAN MOVED TO ADJOURN.**

**\*\* COUNCIL MEMBER COLON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 10:15 p.m.

Respectfully submitted,

Sharon L. Soltes  
Telesco Secretarial Services

**CITY of BRIDGEPORT  
CONTRACTS COMMITTEE  
JANUARY 16, 2007  
6:00 P.M.**

**ATTENDANCE:** Council Members: Mulligan, Paoletto, dePara, Pivirotto,  
Colon, Rodgerson, Curran.

Co-chair Paoletto called the meeting to order at 6:01 p.m.

**309-05 Proposed Agreement with the State of Connecticut concerning rebuilding the  
Long Island Sound Lobster Population.**

Mr. Steve Sedor, the Attorney for the Board of Education approached the committee. He stated that last time they met, the meeting was continued to provide additional information, noting that information was distributed tonight. He also noted that he brought additional contracts for review. He clarified that he was present to represent the BOE and if there were legal questions, they should be directed to the city attorney. He also distributed copies of the correspondence that outlined the job description for the student volunteers. He also pointed out the pictures in the handout of the coldwater training and the information related to the Long Island Sound track. He went to say they also looked at feasibility for insurance and spoke to a broker. It was understood that through the broker, they agreed to remove the punitive damages exclusion and the policy will now cover that. They also checked feasibility to increase the policy limit from \$1 million to \$5 million, but the original carrier who wrote the policy wasn't willing to go up to \$5 million, but as of 5:00 p.m. today, they have a verbal commitment from another carrier to raise it to \$5 million subject to the state's consent per the broker. They also researched feasibility for districts that send kids to the Aquaculture School, but there was nothing in the documents between other schools and the Aquaculture School stated that they would be obligated, so aside from asking them to do it, nothing indicates that they can force them to. And with respect to the Ella Grasso School, if it was found another school caused damage, they could indemnify them to do it, but again, there is nothing to bind them to pay.

Council member Mulligan stated that he noticed Mr. Cunningham from the BOE was also present tonight, noting he addressed this issue at the last meeting.

Mr. Tom Cunningham, of the BOE stated he was also an adjunct professor at Fairfield University and that he taught marine science and was employed at the Aquaculture School. He pointed out that they have had a tremendous reputation in terms of safety and they think of the children first. He further pointed out that Long Island Sound was one of the safest areas in the United States. And from an ecological point of view, it was important to save the American lobster and this was an opportunity to get students involved with hands on research and give back to the community. He urged the committee to approve the request.

Mr. Sedor added that working with Mr. Curtis has been a pleasure because he's so dedicated.

Mr. Sedor explained that there was also mention of exclusion in the policy as it exists concerning intentional acts, such as, a lobsterman attacking one of the students. Such an incident wouldn't be covered by the policy, although he said he disputed that point, it is in the policy and any claim such as that would come out of the city budget.

Council member Pivrotto stated that she was curious why the grant didn't pay the students more, noting that it seemed to be more than a minimum wage job. Mr. Sedor said the stated offered and set the salary to pay the students.

Council member Rodgeron asked if an assault were to happen was there a minimum insurance level to cover the boats in the water. Mr. Sedor said the policy was purchased and covers them and the state, and in addition, the boats are insured to cover the lobstermen, not the city.

Council member Rodgeron asked if they were able to require that students outside the district sign a waiver to not hold the city liable should anything happen to them. Mr. Sedor said that may be an issued of how enforceable it would be. He suggested that they consult City Attorney Anastasi on that question.

Council member Curran asked if there was some kind of personal bond that could be put up against the owner, noting that when they deal with kids, there is a hypersensitivity to these types of situations. She wondered if there was a way they could be protected, pointing out that the sea was an unpredictable place and couldn't be taken for granted. Mr. Sedor said the lobstermen would have their own insurance, but as far as a personal bond, he wasn't' sure what that would involve. And since it's a voluntary program, there's always the option of someone not participating.

Council member Curran asked how long the grant was for. Mr. Sedor said the grant was for one year and governed by the cycles that the lobsters are running. Council member Paoletto agreed that was the case. He further noted the grant wasn't time specific and may be a little longer.

Council member Pivrotto referred to the hourly rates for the students and employees. She asked for verification of what the correct rate was as it was outlined in the document. Mr. Sedor said he assumed in year 2 they would receive \$11. 00 per hour, but he understood since this was a 1-year grant they would get \$7.00 per hour. Council member Mulligan clarified the term ended July 31, 2007, but there was a likelihood of renewal after that.

Council member Paoletto referred to the document previously distributed; he referenced the V-notch student job description. He recalled that it was agreed upon that when the contract was approved, the students would be getting \$10.00 per hour.

**\*\* COUNCIL MEMBER MULLIGAN MOVED TO AMEND THE APPROVAL OF AGREEMENT TO BE CONDITIONED UPON THE BOARD OF EDUCATION OBTAINING A LIABILITY INSURANCE POLICY OR POLICIES FROM A RELIABLE INSURANCE**

COMPANY/COMPANIES INSURING THE CITY OF BRIDGEPORT AND ITS EMPLOYEES AND THE BOARD OF EDUCATION AND ITS MEMBERS AND EMPLOYEES IN AN AMOUNT NOT LESS THAN 5 MILLION DOLLARS (\$5,000,000.00) COVERING ALL ACTIVITIES CONDUCTED AND/OR ANTICIPATED PURSUANT TO THE CONTRACT. THE PREMIUM FOR SAID POLICY SHALL BE PAYABLE FROM THE GRANT FROM THE STATE OF CONNECTICUT WHICH IS REFERRED TO IN THE SAID CONTRACT

\*\*  
COUNCIL MEMBER CURRAN SECONDED  
\*\*  
MOTION PASSED UNANIMOUSLY

\*\*  
COUNCIL MEMBER MULLIGAN MOVED TO APROVE 309-05 PROPOSED AGREEMENT WITH THE STATE OF CONNECTICUT CONCERNING REBUILDING THE LONG ISLAND SOUND LOBSTER POPULATION AS AMENDED  
\*\*  
COUNCIL MEMBER RODGERSON SECONDED  
\*\*  
MOTION PASSED UNANIMOUSLY

Mr. Sedor asked if in the in the event the \$5 million contingency couldn't be met, would he be able to return to the committee to readdress the matter. The committee agreed he could do that.

*\*It was noted that this item would be brought up off the floor tonight at the city council meeting.*

**ADJOURNED**

\*\*  
COUNCIL MEMBER CURRAN MOVED TO ADJOURN  
\*\*  
COUNCIL MEMBER PIVIROTTA SECONDED  
\*\*  
MOTION PASSED UNANIMOUSLY

The meeting was adjourned at 6:25 p.m.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services

City of Bridgeport  
Contracts Committee  
January 16, 2007  
Page 3

**CITY of BRIDGEPORT  
JOINT COMMITTEE ON  
ECD & ENVIRONMENT AND CONTRACTS  
FEBRUARY 13, 2007  
7:00**

**ATTENDANCE:** Council Members, Poletto, McCarthy, Depara, Valle,  
Mulligan, Pivirotto, Colon, Curran

**OTHERS IN ATTENDANCE:** Valerie Sorrentino, Attorney Lisa Trachtenburg

**CALL TO ORDER**

Co-Chair Paoletto called the meeting to order 7:14

**59-06 ALLOCATION OF CDBG FUNDING FROM SADA TO CITY OF  
BRIDGEPORT/LEASE AUTHORIZATION**

Ms. Sorrentino stated to the committee that the money allocated to SADA needs to be reallocated to the City of Bridgeport for the operation of the Spanish Senior Center, we are presently up an running and need to transfer the money from the City to Marrakech. The seniors on the East Side really utilize the senior center, it helps them with social activities and hot meals.

Council member Valle sated that we need this center and that they really need the extra room that it will give the seniors.

Council member Colon stated that it is very overwhelming to have 27 seniors in the two rooms. This will be the best thing to happen to East Side.

Council member dePara asked how much more room they will have and is there room for expansion?

Ms. Sorrentino state that the rooms are very large and that they will now have a room for the office, a computer room and a room for a nurse.

Council member Mulligan asked if the lease was the same as SADA.

Attorney Trachtenburg stated that the new lease of \$40,000 which includes utilities comes to approximately \$10,00 a s.f. which is money already set aside for the lease at the time of the sale from SADA to Marrakech

Council member Mulligan asked about the renewal of the lease.

Attorney Trachtenburg stated that the City as well as Marrakech has an option to renew from year to year.

Council member Mulligan stated that he was not comfortable with the open-end renewal and thought it in the best interest to just approve this year's lease and rewrite the lease for the additional years.

Attorney Trachtenburg agreed to amend the resolution to remove "and an option to renew from year to year".

**ECD & ENVIRONMENT COMMITTEE:**

**\*\* COUNCIL MEMBER MC CARTHY MOVED TO APPROVE #59-06  
REALLOCATION OF CDBG FUNDING FROM SADA TO THE  
CITY OF BRIDGEPORT/LEASE AUTHORIZATION AS  
AMENDED.**

**\*\* COUNCIL MEMBER DE PARA SECONDED.  
\*\* MOTION PASSED UNANIMOUSLY**

**CONTRACTS COMMITTEE:**

**\*\* COUNCIL MEMBER PIVIROTTO MOVED TO APPROVE 59-06  
REALLOCATION OF CDBG FUNDING FROM SADA TO THE  
CITY OF BRIDGEPORT/LEASE AUTHORIZATION AS  
AMENDED.**

**\*\* COUNCIL MEMBER DE PARA SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**JOINT COMMITTEE ON ECD & ENVIRONMENT & CONTRACTS:**

**\*\* COUNCIL MEMBER VALLE MOVED TO APPROVE 59-06  
REALLOCATION OF CDBG FUNDING FROM SADA TO  
THE CITY OF BRIDGEPORT/LEASE AUTHORIZATION AS  
AMENDED.**

**\*\* COUNCIL MEMBER CURRAN SECONDED  
\*\* MOTION PASSED UNANIMOUSLY  
\*\* CONSENT CALENDAR**

**ADJOURNED**

**\*\* COUNCIL MEMBER VALLE MOVED TO ADJOURN  
\*\* COUNCIL MEMBER MC CARTHY SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

Meeting adjourned at 7:40

Respectfully submitted  
Pat Anzellotti, City Clerk's Office

**CITY of BRIDGEPORT  
CONTRACTS COMMITTEE  
FEBRUARY 13, 2007  
6:00**

**ATTENDANCE:** Council Members: Paoletto, Mulligan, Colon, Curran  
Pivirotto

**OTHERS IN ATTENDANCE:** Lisa Trachtenburt, Pete Keogh, Ted Grabarz,  
Connie Catrone, of (school health based division).

**CALL TO ORDER**

Co-Chair Paoletto called the meeting to order at 6:08.

**APPROVAL OF MINUTES**

**JANUARY 9, 2007 MINUTES**

- \*\* COUNCIL MEMBER MULLIGAN MOVED TO ACCEPT  
THE MINUTES OF THE JANUARY 9, 2007 MINUTES AS PRESENTED.**
- \*\* MS. PIVIROTTO SECONDED.**
- \*\* THE MOTION PASSED UNANIMOUSLY.**

**JANUARY 16, 2007 MINUTES**

- \*\* COUNCIL MEMBER MUGGLIGAN MOVED TO ACCEPT THE MINUTES  
OF THE FEBRUARY 16, 2007 (special meeting) AS PRESENTED.**
- \*\* MS. PIRVIROTTA SECONDED.**
- \*\* THE MOTION PASSED UNANIMOUSLY.**

**34-06 PROPOSED AGREEMENT WITH SACRED HEART UNIVERSITY FOR  
SOCIAL WORK FIELD PALCEMENT.**

Ms. Catrone stated to the committee that this program allows the city to used Sacred Heart students as interns, which we assign to social workers, based in our schools.

Council member Paoletto asked how many children would benefit from this program.

Ms. Catrone stated that they only take one or two interns, they are very selective and that would take care of four to five children.

Council member Mulligan asked if the interns go out and do field work.

Ms. Catrone stated that although the interns do go out for their own learning experience, they do not go by themselves; they are accompanied with the social worker.

Council member Pivrotto asked if we actually hire some of these interns.

Ms Catrone stated that we do, getting people in the held care services is a problem and this is a good way of recruitment. She also stated that they are for the most part Bridgeport residents.

Council member Mulligan asked if they have to pay insurance.

Ms. Catrone stated that the university provides professional liability insurance coverage of each student.

Council member dePara sated that he believes in this program, supports this program and thinks that it is a good tool which helps encourage kids to take an interest in the Health Care Services.

Council member Colon state that she also supports this program, she has worked with the under age drinking program and recognizes the shortage of nurses and feels this is a good opportunity for kids to enter into the Health Care field.

**\*\* COUNCIL MEMBER DEPARA MOVED TO APPROVE 34-06  
PROPOSED AGREEMENT WITH SACRED HEART UNIVERSITY  
FOR SOCIAL WORK FIELD PLACEMENT.**

**\*\* COUNCIL MEMBER PIVIROTTI SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

**\*\* Consent Calendar**

**35-06 PROPOSED PROFESSIONA SERVICE AGREEMENT WITH MATRIX  
PUBLIC HEALTH CONSULTANTS FOR EXPANDING PATHS AND PBIS IN  
THE PARK CITY**

Ms. Catrone that this program partnered with the Board of Education and a grant from the U.S. Government is Federally funded and there are no City funds involved. The school based health centers will contract with MATRIX public health consultants for the purpose of conducting an evaluation on the implementation of PATHS. This program is helpful to the kids in that they are taught how to behave, self-control and non-violent behavior. Every October MATRIX would come and do a process evaluation and provide ongoing feedback.

Council member Mulligan asked what age group does this program cover.

Ms. Catrone stated it covered pre-school through 5<sup>th</sup> grade. She also stated that every kid needs developmental programs. Kids can learn to be their best with self-control and that throughout the United States this program is considered to be the Mercedes Benz of Violence Prevention Programs.

Council member dePara stated that he supports this program in that it is a great beginning for kids to help them with aggression and social relationships which will be helpful to them in the future.

**\*\* COUNCIL MEMBER COLON MOVED TO APPROVE 35-06 PROPOSED PROFESSIONAL SERVICE AGREEMENT WITH MATRIX PUBLIC HEALTH CONSULTANTS FOR EXPANDING PATHS AND PBIS IN THE PARK CITY.**

**\*\* COUNCIL MEMBER CURRAN SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

**39-06 PROPOSED EQUIPMENT LEASE AGREEMENT WITH CITICAPITAL COMMERCIAL CORPORATION REGARDING GOLF CARTS AT D. FAIRCHILD WHEELER GOLF COURSE.**

Mr. Grabarz stated that the proposed lease would cover 100-120 golf carts, which they received by sealed bids. Club Car was the only bidder.

Council member Paoletto stated that he was informed about an amendment regarding the number of carts from 100-120.

Mr. Grabarz stated that originally the number was 150-160 looking at the actual use, 100-120 seems to be in the interest of fiscal prudence.

Council member Paoletto asked what do we get per cart?

Mr. Grabarz stated that we get around \$13.00 a cart.

Council member Paoletto said he was impressed with the contract and wanted to know what the projected revenue is for each cart.

Attorney Trachtenburg stated that money paid for carts is one of the biggest money generations, it comes to about \$100,000,000 over five years.

Council member Paoletto asked if the purchase price of \$13,800 per cart, included maintenance.

Mr. Grabarz stated that it did and that Citicapital would come out every week to check and maintain the carts.

Council member Curran asked how many people responded to the RFP.

Attorney Trachtenburg stated that it was only one.

Council member Curran wanted to know why it was only one.

Attorney Trachtenburg stated that she did not know. It did go on the Web site, and they were the only ones to bid.

Mr. Grabarz stated that this company does all the municipalities around the State. Club Car was the same dollar amount as the other contract and they through in nine other carts, for maintenance, five for utility and four for Gas DSG, with attachments and accessories.

Council member Mulligan stated that we have to be sure that the Bridgeport residents are able to play golf quite economically.

Mr. Grabarz stated that they are not looking to move the rates just the rounds that are played & start times. We also work First Tee for Kids to get the kids interested in golf.

**\*\* COUNCIL MEMBER TOM MULLIGAN MOVED TO ACCEPT THE AMENDMENT TO 39-06 PROPOSED EQUIPMENT LEASE AGREEMENT WITH CITICAPITAL COMMERCIAL CORPORATION REGARDING GOLF CARTS AT D. FAIRCHILD WHEELER GOLF COURSE**

**\*\* COUNCIL MEMBER PIVIROTTI SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

**\*\* COUNCIL MEMBER TOM MULLIGAN MOVED TO APPROVE THE AMENDED 39-06 PROPOSED EQUIPMENT LEASE AGREEMENT WITH CITICAPITAL COMMERCIAL CORPORATION REGARDING GOLF CARTS AT D. FAIRCHILD WHEELER GOLF COURSE**

**\*\* COUNCIL MEMBER PIVIROTTI SECONDED**

**\*\* MOTION PASSED UNANIMOUSLY**

**\*\* Consent Calendar**

**40-06 PROPOSED SERVICE AGREEMENT WITH COMPLUS DATA INNOVATIONS, INC. REGARDING PARKING TICKET ENFORCEMENT SYSTEM**

Pete Keogh, (ticket processing for BPD), stated that CDI has been with the city for over 8 years. They do all our processing, provide six (6) hand held ticket machines, they provide all DMV lookup, send out delinquent notices every month and anytime we feel we need to bring in revenue, process denial notices, they take care of everything involved in the process.

Council member Mulligan asked who takes care of the postage does the city pay for it.

Mr. Keogh stated that the city used to pay \$.75, everytime we go to DMV but now Complus will pay postage together with the DMV lookup, it used to be 8% of our gross income plus lookup, Now it just 8% of our gross income.

Council member Paoletto asked regarding the postage approximately how much would the city be saving?

Mr. Keogh stated that the savings would be approximately \$22,000 a year,

Council member Paoletto asked if there were any other bids.

Mr. Keogh stated that there were two (2) other bids, which were slightly higher than CDI, plus they have been working without a contract so we felt it would benefit the city to stick with this firm.

Council member Colon asked what is the revenue.

Mr. Keogh stated that it was approximately \$916,000.

Mr. Williams passed out a revised copy of the RFP-part of the Contract.

Mr. Williams stated that the revised contract replaces the contract submitted to the City Clerk's office and now includes an RFP which is the scope of services.

**\*\* COUNCIL MEMBER COLON MOVED TO APPROVE 40-06 PROPOSED SERVICE AGREEMENT WITH COMPLUS DATA INNOVATIONS, INC. REGARDING PARKING TICKET ENFORCEMENT SYSTEM, AS DISTRIBUTED BY MR WILLIAMS THIS EVENING.**

**\*\* COUNCIL MEMBER PIVIROTTO SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**\*\* Consent Calendar**

**ADJOURNED**

**\*\* COUNCIL MEMBER COLON MOVED TO ADJOURN  
\*\* COUNCIL MEMBER MULLIGAN SECOND  
\*\* MOTION PASSED UNANIMOUSLY**

Meeting adjourned at 7:40

Respectfully submitted,

Pat Anzellotti  
City Clerk's Office

**CITY of BRIDGEPORT  
CONTRACTS COMMITTEE  
MARCH 13, 2007  
6:00 P.M.**

**ATTENDANCE:** Council Members: Mulligan, Pivrotto, Curran, DePara

**OTHERS PRESENT:** Council Member: Walsh

**OTHERS:** Brian Williams, Deputy CAO; Hector Diaz, Town Clerk;  
Alva Rodriguez, Assistant Town Clerk, Vicki Diaz

Co-chair Mulligan called the meeting to order at 6:19 p.m.

Approval of Minutes February 13, 2007

**\*\* COUNCIL MEMBER PIVIROTTO MOVED TO ACCEPT THE MINUTES  
\*\* COUNCIL MEMBER DePARA SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**83-06** Proposed Contract with Affiliated Computer Services Inc. for the purpose of Re-Indexing city land records held in the Town Clerk's Office

Mr. Diaz stated that in 1983, when he was elected as town clerk, the former town clerk didn't like computers. But at that time, the mayor suggested he visit the towns of Fairfield and Norwalk to look at their ICS system. He reported back and was told the city's system couldn't accommodate all the information. In 1984 until present, the Town Clerk's office got a computer assistant to manually do the work and that went on for another three years. He further explained they can currently perform searches from 1980 through present. He stated it was then suggested to input years 1948 through 1979, but they ran out of space, and if they printed the books, there was no place to put them. He stressed that the information shouldn't be out in the open as it is now, so by going with the new system it should alleviate that process. He added that the thing to do was to go with the new books system and in the future, everything could be computerized.

Ms. Rodriguez stated they ran out of space in the vault in 1995, but they made room by re-filming old volumes and compressing them. However, for the last year, they tried to get an RFP together. And until the indexing is up to date, they can't house the books.

Mr. Diaz said another problem was that they were in violation, noting the books were handwritten and they should have been typed. And having the books handwritten resulted in wear and tear and they are breaking apart. He noted that the records have been neglected for a long time due to the lack of funding. He said there were formerly twelve people working in the office, but now there are seven people. He explained the books have historic value and are an important resource and should be treated just as the Tax Collector or Tax Assessor records are.

Council member Mulligan asked about not having copies dating back to 1963. He questioned if they encountered missing pages and what was done about it. Ms. Rodriguez said there wasn't much they could do. Mr. Diaz explained they will go back to microfilm and then be able to replace any missing pages.

Council member Curran asked about the vault situation and if there was one at the Annex Building. Ms. Rodriguez said no. Council member Curran asked if they could expand the vault. Ms. Rodriguez said the vault was in violation of the state regulations as it is now. She said they put in a climate control feature, but it was installed inside instead of on the outside. At one time they had a flooding incident but they were able to save most of the books.

Ms. Rodriguez mentioned Molly Keeler from archives, noting they were cited for violations before. She expressed that an engineer would need to be consulted to improve the vault condition.

Mr. Diaz noted that within the next ten years, everything will be computerized and this should improve the conditions. Council member Mulligan commented that they will still need a paper trail.

Council member Pivrotto commented that it was unfortunate the way the entire building was maintained. Ms. Rodriguez agreed, noting that the Tax Collector and Tax Assessor's offices have been upgraded. She commented that she has heard comments from people expressing the awful conditions of the Town Clerk's office. There is also the matter of determining that if they updated the office, where they would expand to.

Ms. Rodriguez stated that they just found out during 2006 that bonding had been approved two years prior.

Council member DePara stated that he had a personal experience working in the Town Clerk's office as an intern 15 years ago doing general office work. He pointed out that the place basically looks the same now as it did then, so he felt good about the fact that they were taking steps to update and computerize the system that will alleviate vault clutter. He stressed that the office definitely needed a makeover to allow for a more work friendly environment, noting that when he worked there the bad conditions caused a somewhat dismal working experience.

Council member Mulligan asked if the process would help in terms of the day book. Mr. Diaz said yes.

Council member Mulligan asked if they had to look through 20 stacks of books before and if that process had been eliminated. Ms. Rodriguez said no, because that information was for indexing purposes.

Council member Mulligan asked if someone recorded today, could they satisfy themselves that there wouldn't be a problem through say March 9. Ms. Rodriguez said yes; she said if they looked up information from October it's not in a book, it's still contained in the stack, but for search purposes, the process is a lot better. She further noted that they usually scan over the course of two days and then it gets indexed on the third day.

Council member Curran asked about the status of the current records. Ms. Rodriguez said information from 1980 through present was computerized, but prior years is what needs to be computerized, from 1948 through 1979. She added they will now be able to view documents digitally.

*There was further discussion regarding costs for document copies per the state statute.*

Ms. Rodriguez mentioned that the new system that will be able to pick up all marginal notations.

Mr. Williams stated the selection of the firm was done through the RFP/RFO process and they advertised on the city's website and in the newspaper. He explained that the company approved was a premier company in the business found out through his research. The company came out with a 91.60 score. So they were asking for approval of ACS -Affiliated Computer Services Inc.

Council member DePara asked who was on the scoring committee. Mr. Williams said it was himself, Mr. Diaz, Ms. Rodriguez, Pat and the Stratford Town Clerk.

Council member DePara asked if the town clerk was part of the RFP process. Mr. Williams replied the information came from Ms. Rodriguez.

Council member Curran asked why they didn't consider outsourcing the work overseas. Mr. Williams said they wouldn't be comfortable sending documents overseas because they may get lost. Ms. Rodriguez added there may also be a language barrier if the work was done in another country. She also felt the process involved tax monies that should be utilized in the United States.

Council member Pivrotto agreed that outsourcing to India could raise potential problems with the language. She thought it might be okay for less detailed work, but not for historic land records.

*Mr. Williams reviewed Schedule A&B as they were outlined in the book.* He noted that the RFP was drafted by Associate Attorney Gregory Conte. He referred to page 7 that outlined the pricing. He pointed out they were looking at pricing for 900,000+ lines, but all they would need are the first and last pages to index.

Council member Mulligan asked how long it would be to implement the system. Ms. Rodriguez said it take six to eight months.

Council member Mulligan asked when the system was finished and in place, what would be different when people came into the office. Ms. Rodriguez said they wouldn't see all the big books and documents on the table.

Council member Mulligan asked where the allocation of \$650k was coming from. Mr. Williams said the money was allocated in the capital budget and it has been sitting there for three to four years.

Mr. Williams pointed out that although it seemed that the cost was high, the work is very labor intensive.

Council member Mulligan asked if there were other competitive bids. Mr. Williams said the RFP/RFQ process was combined, but other firms weren't qualified in doing land records.

Council member Mulligan asked for an example of another competitive bid. Ms. Rodriguez gave the example that one firm priced .11 per page to convert from microfilm to digital. Mr. Williams quoted other bids between .55 and .95 per image. Mr. Williams said that Kott was another company that was considered, but they never responded to the RFQ.

Council member Mulligan asked the number of companies that submitted bids. Mr. Williams said there were five total.

Council member Mulligan asked out of the five companies, was ACS the only company that responded who was qualified to do the work required. Mr. Williams said yes.

Council members Pivrotto and DePara commented that it was good job done and they were looking forward to seeing the new system in place.

Council member Curran stated that she would like to see the vault issue resolved at some point. Council member Mulligan said he agreed, but he pointed out that there was a lot of other work to be done on the building as well.

**\*\* COUNCIL MEMBER DEPARA MOVED TO APPROVE  
\*\* COUNCIL MEMBER PIVIROTTI SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**\* Consent calendar**

Mr. Williams thanked the committee for approving the request. He expressed there was a lot of work that went into the project by the Town Clerk's office.

### **Addendum**

Presentation by Labor Office: Background Information concerning Union Contracts

Council member Mulligan stated that Ed Winterbottom, Labor Relations was unable to attend the meeting tonight. So the item will be on the agenda for the next scheduled meeting.

Council member Mulligan explained that the purpose was to bring department heads before the committee to discuss the present state of all contracts in the city.

**\*\* COUNCIL MEMBER DePARA MOVED TO ADD THE ITEM TO THE AGENDA FOR THE  
NEXT SCHEDULED MEETING IN APRIL 2007  
\*\* COUNCIL MEMBER CURRAN SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

ADJOURNED

\*\* COUNCIL MEMBER DePARA MOVED TO ADJOURN  
\*\* COUNCIL MEMBER PIVIROTTI SECONDED  
\*\* MOTION PASSED UNANIMOUSLY

The meeting was adjourned at 7:11 p.m.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services

**CITY OF BRIDGEPORT  
CONTRACTS COMMITTEE  
MAY 8, 2007**

**ATTENDANCE:** Thomas Mulligan, Chairman; Elaine Pivrotto, Keith Rodgeron, Angel dePara, Leticia Colon; Donna Curran (6:35 p.m.)

**OTHERS:** Ned Winterbottom, Labor Relations; Mike Freddino, NAGE

**CALL TO ORDER**

Chairman Mulligan called the meeting to order at 6:15 p.m. There was a quorum present.

**APPROVAL OF COMMITTEE MINUTES OF MARCH 13, 2007**

**\*\* COUNCIL MEMBER RODGERSON MOVED TO APPROVE THE MINUTES OF MARCH 13, 2007 AS SUBMITTED.**

**\*\* COUNCIL MEMBER PIVIROTTI SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**108-06 Tentative agreement with Bridgeport Dentist Hygienists regarding their Bargaining Unit Contract.**

Mr. Winterbottom then reviewed the details of the four-year contract for the Bridgeport Dentist Hygienists with the Committee. He explained that this particular bargaining unit has about 10 members.

Council Member Pivrotto asked about the 35 hour work week. Mr. Winterbottom confirmed this and explained that the dentist hygienists had traditionally only worked a 35 hour work week.

Chairman Mulligan asked about the pretax included in the contract. Mr. Winterbottom reviewed the tax procedure and explained that this will not cost the City any money. Chairman Mulligan then asked what the salary ranges were and Mr. Winterbottom reviewed this with him.

**\*\* COUNCIL MEMBER PIVIROTTI MOVED TO APPROVE AGENDA ITEM 108-06 TENTATIVE AGREEMENT WITH BRIDGEPORT DENTIST HYGIENISTS REGARDING THEIR BARGAINING UNIT CONTRACT.**

**\*\* COUNCIL MEMBER COLON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**Presentation by Labor Office: Background Information concerning Union Contracts**

Mr. Winterbottom suggested that the Committee consider entering into Executive Session in order to discuss future union proposals.

**\*\* COUNCIL MEMBER DEPARA MOVED TO ENTER INTO EXECUTIVE SESSION TO DISCUSS FUTURE UNION PROPOSALS.  
\*\* THE MOTION FAILED FOR LACK OF A SECOND.**

Chairman Mulligan then asked if Mr. Winterbottom felt that MERF was adequately funded. Mr. Winterbottom stated that he believes that MERF is adequately funded.

*Mr. Winterbottom then distributed a bar chart graph of MERF Contribution Rates to the Committee.*

A discussion of MERF and the details of benefit plans then followed.

Council Member Piviroto then asked if Mr. Winterbottom knew how many of the Connecticut municipalities were enrolled in MERF. Mr. Winterbottom said that he did not know, but would check into it. Council Member Piviroto then asked if the number of municipalities decreased would that increase the City's risk. Mr. Winterbottom said that he would check into this also.

Mr. Winterbottom then distributed copies of a bar graph showing the Absolute Dollar Amounts the City has paid into the pension funds. There were some qualifications for the actual numbers, which he reviewed with the Committee.

*Council Member Curran joined the meeting at 6:35 p.m.*

Mr. Winterbottom was asked who handles the Police and Firefighter's pensions. He replied that they are separate funds and are handled by Boards.

*Mr. Winterbottom then distributed copies of the Bargaining Unit Insurance Co-pays to the Committee members.*

Mr. Winterbottom then explained that the City reviewed the percentages that the City and the employees pay. Mr. Freddino commented that Mr. Winterbottom's percentage breakout did not include the co-pays. Mr. Winterbottom agreed. A discussion of what funds have been transferred into the Internal Service Fund then followed. Council Member Piviroto then asked if Mr. Winterbottom could check to see what adjustment was made for the Grants Personnel and how that was transferred into the service fund. She also asked Mr. Winterbottom to research the number of Grants personnel currently

employed by the City. Mr. Winterbottom said that he would email the Committee the information.

Mr. Winterbottom then distributed copies of a chart with the City of Bridgeport Salary Increases listed on it. He explained that one unit, the Social Workers for the School Based Health Clinics, which is a new bargaining unit, was not included on it.

Chairman Mulligan thanked Mr. Winterbottom for his presentation.

**128-06 Request that the Contracts Committee shall forthwith hold hearings and require input concerning the wisdom of any sale of Sikorsky Memorial Airport.**

Council Member dePara stated that during the last few years, Stratford has become increasingly difficult when there have been repairs, renovations and request for construction. Chairman Mulligan agreed with Council Member dePara. He also stated that air travel was likely to increase. Chairman Mulligan also reminded everyone that if they sold the airport to Stratford, the money would likely go directly to the FAA rather than the City.

**\*\* COUNCIL MEMBER RODGERSON MOVED TO APPROVE 128-06 REQUEST THAT THE CONTRACTS COMMITTEE SHALL FORTHWITH HOLD HEARINGS AND REQUIRE INPUT CONCERNING THE WISDOM OF ANY SALE OF SIKORSKY MEMORIAL AIRPORT.**

During the discussion that followed, it was suggested that invitations to the Public Hearing be sent to the Town of Stratford, the Department of Transportation, Morgan Kaolian, John Ricci, Bob Keeley, the Sikorsky Tenants Association and the new lessees in order to get a wide range of input.

**\*\* COUNCIL MEMBER COLON SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**ADJOURNMENT**

**\*\* COUNCIL MEMBER COLON MOVED TO ADJOURN.  
\*\* COUNCIL MEMBER CURRAN SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:05 p.m.

Respectfully submitted,

Sharon L. Soltes  
Telesco Secretarial Services

City of Bridgeport  
Contracts Committee  
May 8, 2007  
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CITY of BRIDGEPORT  
ECONOMIC and COMMUNITY DEVELOPMENT and ENVIRONMENT COMMITTEE  
& CONTRACTS COMMITTEE  
JOINT MEETING  
MAY 22, 2007  
6:00 P.M.

**ATTENDANCE:**

**ECDE COMMITTEE:** Council members: Paoletto, McCarthy, DePara, Valle, Mulligan

**CONTRACTS COMMITTEE:** Council members: \*Mulligan, \*Paoletto, \*DePara, Pivrotto, Colon,  
Rodgerson, Curran

*\*denotes – serves on both committees*

**ABSENT:** Council members: Dye, Holloway

**OTHERS PRESENT:** Ed Lavernoich, OPED

Council member Paoletto called the meeting to order at 6:10 p.m. He stated that there was a question regarding how many members make a quorum, noting a quorum consists of eight members, but there is no requirement that a quorum has to be four members from each committee. Council member Paoletto requested that all cell phones be turned off.

**1236-06 Draft term sheet with the Downtown Cabaret Theater (Lease 263 Golden Hill Street)**

Mr. Lavernoich, of OPED stated there was a resolution submitted by the Chief Administrative Officer for a lease with the Cabaret Theater for 10 years that started in the year 2006. The resolution authorizes the Mayor to execute a lease according to the copy of the term sheet. He asked if there were any questions.

Council member Curran said she noticed that there weren't any benchmarks applied to the lease or any expectations of the level of activity for the theater requiring the use of the building, in regard to performances. Mr. Lavernoich said there might be a feature to that effect in the ultimate lease, but it hasn't been outlined yet. Council member Curran asked if the committee could have the opportunity to pass on the final term sheet. Mr. Lavernoich said that representatives for the Cabaret Theater could speak to their performances schedule. Although not knowing the frequency of shows yet, he thought that matter could be decided upon in the actual lease.

Mr. Scinto, the Director of the Cabaret Theater stated they would do a minimum of (200) performances. He noted that they had 35,000 kids that come through their doors. He further said he

appreciated the lease that they get from the city, noting that they kept the doors open for years and worked hard. He said they were looking to hold as many performances as they could, so they don't get in the red. He recalled that they have been in the red for years, but have been able to get out. He mentioned that the City of Hartford gets almost full funding from the state, but Bridgeport only gets a minimal amount. He expressed his thanks for everyone's support.

Council member Curran commented that she was an active fan of the Cabaret Theater. However, she noted that there should be a level playing field, noting there should be a way to initiate expectations.

Council member Mulligan asked in terms of funding; was there any expectation of receiving funding from the state. Mr. Scinto replied no, he said they tried to get funding for a long time, but haven't been successful. He stated that they may get a grant for remodeling.

Council member Mulligan asked the number of years they were located at the Eisenhower Center. Mr. Scinto said they have been there for 30 years. He said they kept the theatre operational by bringing people in to see live shows. Council member Mulligan acknowledged they have been at the Eisenhower Center for 30 years and prior to that at the Sacred Heart site.

Council member Piviroto said she thought they received bonding from the state. Mr. Scinto said they received \$1 million bonding for remodeling only. Council member Piviroto commented about the Cabaret Theater's loyalty staying in Bridgeport. She thanked them for their understanding about the benchmark.

Council member Rodgeron asked about the \$1 million in bonding for renovations. He asked if the money was actually there or if it was being passed through. Mr. Hugh Hallen, Executive Producer of the Cabaret Theater said the bonding was approved and on hold until the lease is put in.

Council member Mulligan questioned whether or not they would rely on getting the grant. Mr. Scinto said no.

Council member Piviroto asked about the final lease per a paragraph she read that outlined the execution of the contract by the Mayor. She asked if this left the committee out of it since the Mayor's authorization was needed. Mr. Lavernoich said yes, they were looking for authorization from the Mayor based on the (200) performances per year. Council member Piviroto said she would like the city council to ultimately approve the lease. Mr. Scinto said he didn't have a problem with that. Mr. Lavernoich said he would submit the detailed term sheet to the city council with the indication that it will be signed by the Mayor.

Council member Curran asked about the term extension on the lease. Mr. Scinto said the lease contemplated 10 years.

\*\* COUNCIL MEMBER McCARTHY MOVED TO AMEND THE RESOLUTION TO ADD A BENCHMARK OF TWO-HUNDRED (200) PERFORMANCES PER YEAR. IT WAS FURTHER NOTED THAT THIS DETAIL SHOULD BE INCLUDED IN THE BODY OF THE RESOLUTION  
\*\* COUNCIL MEMBER PIVIROTTO SECONDED  
\*\* MOTION PASSED UNANIMOUSLY

Final Motion

\*\* COUNCIL MEMBER RODGERSON MOVED TO APPROVE THE RESOLUTION AS AMENDED  
\*\* COUNCIL MEMBER VALLED SECONDED  
\*\* MOTION PASSED UNANIMOUSLY  
\*Consent calendar

**127-06 Draft term sheet with the Music and Arts Center for Humanity (MACH) (Lease Space at 999 Broad Street)**

Mr. Lavernoich stated this was a resolution from the Chief Administrative Officer for a lease for MACH. The space is located on the bottom floor at 999 Broad Street. A Request for Proposal (RFP) was issued for the space and the lease was negotiated similar to that for the Cabaret Theater, but it contemplates a share of the utilities.

Council member McCarthy asked if a copy of the RFP was available. Mr. Lavernoich said he didn't have it available tonight.

Council member McCarthy questioned if it was found that the highest and best use for the space was for a non-profit organization. Mr. Lavernoich said yes, but he didn't know the rationale for the decision.

Council member McCarthy explained that he asked that question because although he liked what MACH does, he wasn't sure if he liked what was planned for this space. He noted that he is always an advocate of finding out what else is out there to fill the space. Mr. Lavernoich said there were concerns about MACH being in the space. He said the building currently has a tenant that is J.P. Morgan Chase that services the debt on the building at a cost of \$300k per year, so the rental concern was discussed and dismissed. Although there were some concern about noise in the building. And there was also the concern of parking, per the five spaces required by the school. He thought the representative from MACH could answer to the parking issue. But overall, the concerns were addressed.

Council member McCarthy spoke about J.P. Morgan Chase covering the debt service. He pointed out he would like to see someone else in addition to cover the entire debt service. Again, he wasn't sure this was the right spot for MACH.

Council member Rodgeron stated that as a member of the Downtown Steering Committee, in the plan they are specific about bringing in the arts both formal and informal. He said that most art institutions are located within a few blocks of one another and he felt MACH was a compatible use. He further pointed out that they discussed getting money to go towards MACH and he said his comfort level was high in choosing to put them in this building. He also thought there should be some ground signage to identify that they are there. Overall, he said he didn't have any issues with them being in the space, and he thought the city should subsidize MACH. Again, he didn't have a problem with regard to the location, noting them being there would create synergy to what is going on downtown.

Council member Piviotto said she felt the opposite of what Council member Rodgeron felt. She thought they could possibly get well over \$300k on a lease for the space. She questioned why that wasn't a concern. Mr. Lavernoich said the potential of space would be far less than \$300k. Council member Piviotto questioned if it could possibly be leased at \$24.00 per sq. ft. Mr. Lavernoich responded that amount wouldn't even be close. He said it may be rented at \$15.00 per sq. ft., noting that J.P. Morgan Chase pays \$17.00 per sq. ft.

Council member Piviotto asked the number of years left on J.P. Morgan Chase lease. Mr. Lavernoich said he didn't know that information off hand, but he could find out.

Council member Piviotto asked about giving MACH 1 to 1 ½ years to adequately soundproof the space. Mr. Harold Levine, Chairman of MACH approached the committee. He thanked all the members of the committee for getting the information. He said they focused on trying to get into the Art Space building and had a lease set up, but they were subsequently told not to occupy that space due to the construction of the building. They were also told they wouldn't be able to get in because it was suppose to be retail space. So they looked at other spaces and were ultimately advised to use the empty space behind Chase. He referred to the RFP that outlined that the space might be the best use for them; he said he was also told that it would be difficult to get a commercial tenant due to the lack of parking.

Mr. Levine went on to say that MACH has been in Bridgeport for over 30 years and by putting the MACH center in this location, he thought it was an ideal spot for Bridgeport because it will send a message that they support the arts. Furthermore, all the talent can be brought in since they will be in proximity to other arts entities, such as the Cabaret Theater, the library, Housatonic Museum etc. He pointed out that if they considered another location, they will not get the parents to bring their children. Overall, he thought MACH could be a catalyst for the downtown area.

Council member DePara asked about Housatonic College expanding. He questioned if they could possibly use some of that space. Mr. Levine said he wasn't aware of any space they had available. He reiterated that they looked at other spaces and none of them were as good as the one selected. He said he was confident the noise wouldn't be an issue. He further mentioned that many noted people from the business and educational communities support MACH.

Council member DePara stated that he also supported the arts, but he didn't believe a non-profit use was the best use for the location. Mr. Levine said that since the city took over, to the best of his knowledge, the space was never rented. He repeated that he truly didn't believe the best use for the building was retail. Once again, he felt MACH's presence would give a signal to developers and people moving here that they have a vital art endeavor in the downtown area.

Council member Mulligan asked where they were located in the past. Mr. Levine said the school was started at U.B. by a blind woman, noting the program was initially for blind persons. They were at U.B. up until five years ago. From there, they looked at space and found it at 510 Barnum Avenue. He noted there would be an investment of \$1.5 million into the new center. Council member Mulligan asked if that would be in addition to the \$700k and the renovations at a cost of \$1.4 million. Mr. Levine said monies will also be raised in addition to what they receive from the state.

Council member Mulligan asked if they don't get state funding, how will they get the rest of the money. Mr. Levin said they will raise the money. He noted they had a performance at the Klein Memorial Auditorium in March that raised \$700k, so there is tremendous support for MACH by many people.

Council member Mulligan asked if they were agreeable to the requirement that they raise funds within 18-months. Mr. Levine said yes. Council member Paoletto clarified there will an initial 12-month period that can be extended up to 24-months.

Council member Curran asked when an RFP last went out for the space. Mr. Lavernoich said none previously went out, but if they ever received a show of interest in the space, they would have brought it before the city council, however, they never received an offer.

Council member Curran said in effect there is a 20-year lease, but there is no provision for escalation or benchmarks. She mentioned that with market coming to Bridgeport, she felt a class-A building would be compromised from using it as a class-A building. She said she had a problem with taking a building off the market and she further questioned the sale of the building. Mr. Lavernoich said that detail was outlined in the term sheet on page 2 and it applied as long as the landlord owned the premises.

Council member Curran thought a 20-year commitment required more clarity about what happens. She noted there will be \$1.5 million in improvements for dancing and she questioned if this type of venture would help the market. Mr. Lavernoich said they could assume that if the building gets sold to a private party, there will probably be a dramatic overhaul, that wasn't an issue at this time.

Council member Pivrotto questioned the parents not wanting to go to the Barnum Avenue location. Mr. Levine said that was correct, noting there were concerns about crime and poor lighting in the area at night.

Council member Pivrotto asked if there was any reason for not buying their own building. Mr. Levine said they inquired about empty land to build upon, but there didn't seem to be an appropriate property to accommodate them.

Council member Pivrotto asked if they were aware of some of the vacant buildings downtown such as the Mechanics & Farmer building. Mr. Levine said they did look at twenty-five different locations within the past three years, noting this took a long time in discussions with the city.

Council member Pivrotto agreed it would be a good thing for them to be located downtown, but again there was the question of occupying a first class office space. She pointed out the real possibility of retail going into that space that will bring in jobs.

Council member Rodgeron strongly expressed that MACH provided arts to disadvantaged children. He further pointed out that the new location would be accessible to public transportation. He offered an amendment for the language pertaining to the restrictions on signage be stricken. He said it wasn't a good approach not to have signage. He stressed he didn't want to see the institution experience anonymity.

\*\* COUNCIL MEMBER RODGERSON MOVED TO STRIKE THE LANGUAGE  
PERTAINING TO THE RESTRICTIONS OF SIGNS BEING DISPLAYED  
\*\* COUNCIL MEMBER VALLE SECONDED

Council member Mulligan clarified that the language was specific. He pointed out that reasonable acceptance meant the landlord couldn't resist a reasonable proposal. But if the tenant wanted say a 50 ft. sign; that could be questioned. Council member Rodgeron read the first sentence pertaining to signage; he emphasized the paragraph discouraged signage. Council member Mulligan thought when the lease was written, the tenant will have to obtain consent for any signage not reasonably held.

Council member Rodgeron questioned if they would have Mike Feeney, the CAO determine what type of signage could go up or he asked if they could trust MACH to put up reasonable signage so people can see where they're at. Council member Mulligan felt they could trust both, but any landlord will expect a provision as it was outlined. He said to also keep in mind they could have a 150-page lease and if both sides aren't reasonable, it will not work.

Council member Walsh questioned why they would amend the terms sheet, noting any changes should be reflected in the actual lease. Council member Rodgeron stated that by removing the language page pertaining to signage, they will send a communication to the administration. The matter is with regard as to how the lease should be structured.

Council member Valle questioned how MACH felt about signage. Mr. Levine said the language he was originally showed was more restrictive and they recommended opening it up to set a level of trust. He noted that the Town of Westport figured out a way to solving signage issues by going before an architect review board. But he said he hoped both parties would be reasonable.

\*\* COUNCIL MEMBER RODGERSON MOVED TO STRIKE THE PARAGRAPH  
OUTLINING THE SIGNAGE RESTRICTIONS  
\*\* COUNCIL MEMBER VALLE SECONDED  
\*\* MOTION FAILED WITH THREE VOTES IN FAVOR AND FOUR VOTES IN OPPOSITION  
(COUNCIL MEMBERS: PIVIROTTO, DEPARA, MULLIGAN and McCARTHY)

Council member Curran asked if there was a requirement of the city to buy back the space after renovations were made. Mr. Lavernoich said that hadn't been contemplated.

Council member Curran stated she would like to see another escalation clause.

Council member Rodgerston felt MACH should be paying only \$1.00 per month and not \$300.00 per month. He emphasized that they do what the Board of Education doesn't do. Again, it's a good thing for the city.

Council member Mulligan asked for clarification on the term of 20 years, he questioned what could happen after 10 years. Mr. Lavernoich said if a sale is contemplated in the future, they could terminate or reopen the lease and the terms of the rent.

Council member Mulligan asked the percentage of the overall inhabitable space. Mr. Lavernoich said it was 15,000 sq. ft. and 130,000 sq. ft. total.

Council member McCarthy asked if in the first ten years, if someone came in with an offer of say \$20 million, where was outlined in the lease that will allow them to terminate within 10 years. Mr. Lavernoich said if they sold the building during the interim, they will have to have economic reasons to justify selling the building. He believed there would be a provision in the lease that the first few years after the investment, MACH will have to be compensated. He said there was a likelihood that someone would buy it and inherit MACH as a tenant and ultimately, the space would become more valuable.

Council member Curran referred to a copy of a 2003 filing indicating revenues of \$1.3 million. She noted that three-quarters of that amount were for salaries. Mr. Levine said the \$1.3 million was a ballpark figure based on rough drawings. Mr. Lavernoich clarified that Council member Curran was asking about revenues pertaining to salaries. Council member Curran repeated that she didn't feel good about a building being used for a non-profit and the issue of an RFP going out specifically to a non-profit. Mr. Levine said the highest and best use didn't preclude another non-profit coming in.

Council member Mulligan asked about the reference to expenses per Council member Curran's question about raising money on the revenue side. Council member Curran questioned the revenues of \$1.2 million and the officer's compensations of \$100k+. Ben, the Financial Officer of MACH said the concern of a high percentage being paid to employees was due to hiring 65 to 80 part-time teachers. He noted that many supplies were in-kind, but the teacher's expertise was where the money was being spent.

Ms. Judy Hammer, the Grant Administrator commented that they had a discussion with the Federal Grants Administrator about considering a grant and he questioned why they were paying their teachers so low. He thought they should be paid in line with other administrators.

Mr. Levine commented on the varied programs that MACH offers to youth. He pointed all the programs were related to having teachers inspire the kids in the arts. He shared that a sculpting program was implemented that is taught by a professional sculptor.

Council member Rodgerson asked for details of the services they provided to the BOE. It was stated that program was named "Make the Grade"; it's a program for 8<sup>th</sup> graders who haven't moved ahead. The program is funded to help the kids get out of the 8<sup>th</sup> grade. He further explained that the program consisted of computer work, art and dancing, but subsequently the BOE lost funding, so now they only go to the schools one day per week. The program costs \$120k for 60 to 80 students. He explained the kids were bused from two high schools and three grammar schools and this program helps them with special issues. It was emphasized that they had a good relationship with the BOE.

Council member Pivrotto questioned if they ever moved downtown, would they still be going into the schools. She asked what would be happening downtown that isn't happening at the Barnum Avenue location. Mr. Levine said the population would probably double. The new facility will allow them to serve more children because parents would be more comfortable bringing their kids there. He pointed out that Bridgeport schools don't provide arts programs and he commented that 90% of the kid were from Bridgeport.

Council member Valle said that MACH was in her district and it was sad that they were moving out. She expressed that she loved the east side and it was also sad to get the impression that people from the suburbs won't come to the current location. She emphasized that she was aware how great MACH was and she knew that from working within the school system, how MACH has helped students that enjoy the programs and learn from them. She stressed however, that she would hate to see them move from the area and she would like them to stay in Bridgeport. She also mentioned that it would be nice if they could have their own building, but she realized they needed to continue the program. She urged approval of the request.

Mr. Levine stated that he questioned Nancy Hadley, OPED about other available space.

Council member Walsh asked if they reviewed the original resolution approved for the building. He questioned the intent of purchase to keep the space where Chase is as a commercial space. He thought this matter should be researched before asking for approval. He further stressed they should wait to see the final lease to avoid any ambiguity.

Council member Walsh went on to question the 15,000 sq. ft. at a cost of \$20. 00 per sq. ft. Mr. Lavernoich said that was correct. Council member Walsh said they should consider busing city employees to the space if that was the only thing holding up finding a commercial tenant. Mr. Lavernoich said the parking wasn't the only thing preventing a commercial tenant going in; there was also the question of the market. Council member Walsh didn't feel they would need any grandiose

construction for a commercial entity, noting any overhaul would be minimal. Mr. Levine expressed they were told the same thing previously that they couldn't move into prime retail space. Again, nobody bought the space, so he thought MACH being there was in the interest of Bridgeport and they would be better off providing an arts program to enrich children's lives. Council member Walsh stressed that still didn't mean there wasn't any space in the City Hall Annex available, noting the willingness to give up revenue for a non-profit. He felt if the RFP was structured properly they could find a tenant.

Council member DePara said he was hard pressed to say they couldn't find other space in the city. He mentioned reusing the old schools spaces. Mr. Lavernoich said they contemplated those uses, but he wasn't sure if MACH contemplated it. Council member DePara asked if it would be a feasible opportunity. Mr. Lavernoich said when they looked at schools to reconsider the use, they found that schools were very old, some over 100 years old and major work would be required for someone to occupy them. He said he didn't think a non-profit would be the ultimate use to do all the work that would be needed.

Council member DePara said he was bothered by the RFP that was designed by a CAO who wasn't present to answer to his thought process. Council member Paoletto said he believed that Mike Feeney was away on city business.

Council member DePara asked if the matter was time sensitive, noting that if it wasn't, this will allow time for Mr. Feeney to address the questions the committee had. Mr. Lavernoich said he wasn't sure if the matter was time sensitive.

Council member Rodgeron said he didn't feel the scope of the RFP was very relevant to what was being accomplished. He reiterated that once again, he supported MACH and he stressed that the kids should be near other arts entities in the downtown area. He said the downtown location was completely accessible for kids without transportation.

Council member Mulligan mentioned the importance of getting the schools back on the tax roll at some point. He mentioned this in response to Council member DePara's comment about the possibility of using the old schools for MACH's location.

Council member Mulligan asked how long the space had been vacant. Mr. Lavernoich said it's been vacant for 3 ½ years.

Council member Mulligan asked if realtors in the area know about the space being available. Mr. Lavernoich said yes, but they didn't formally market the space.

Council member DePara asked what was in the space now. Mr. Lavernoich said it was temporary space for the police and swing space for the BOE.

Council member Curran referred to a letter from a commercial real estate offer (*she submitted the letter into the record*). – Council member Paoletto read the letter from William Raveis Realtor

outlining the class-A lease space. The letter indicated the amount per square ft. the space usually goes for (*exhibit-A was submitted to the city clerk's office*). Council member Paoletto questioned where the letter came from. Council member Curran said she had a walk through done per her request and the letter was the result of what was found.

Council member Walsh asked about the number of students that attend classes on a regular basis at the current building. It was stated that there are 40 to 50 kids on Saturday; there are 20 to 30 kids two to three days per week that rotate classes at different times; there are 50 to 60 kids for the after school program; 70 kids for the Ailey Summer Camp and 30 to 40 kids for the MACH Neighborhood Studios Camp.

Council member Walsh asked if they would have that number in the City Hall Annex. The response was yes, but it wouldn't be overcrowded and the teachers would be there also to occupy the space.

Council member Walsh asked the maximum number of kids there would be in the city hall annex. The response was approximately 150 kids, noting that they are bused in or dropped off.

Council member Walsh commented that most schools wouldn't be found in the downtown area. The response was that MACH was an arts and education program; although the statement could be made that they are a school per se.

Mr. Levine said that within 60 to 90 days after opening, they will probably expand the number of students greatly. He highlighted again how great the program was. Council member Walsh questioned the excitement over generating a lot of additional business.

Council member Pivrotto pointed out it would be difficult to convert a school to class-A office space. She also pointed out the matter of the tax base, noting that although MACH generates a certain amount of excitement, it doesn't help the tax base. She further stressed that during the budget sessions, there was a debate to give the BOE and additional \$500k, but it was overruled due to the matter of the tax rate.

Council member Rodgeron repeated that MACH was the right thing for Bridgeport and that there were a lot of unexplored opportunities there. He said when you are looking at the space that isn't rented out, in comparison to what they charge schools per sq. ft. that is nothing; they are helping to put in a place that will enhance downtown that Bridgeport can be proud of. But locating MACH anywhere else would be less exciting. He thought having it in the downtown area would reenergize the city and also allow kids to interact with the suburbs. Again, MACH provides services that the BOE doesn't and he thought it was inappropriate to look at the annex as a revenue stream.

Council member Curran stated her issues had to do with the process that she thought should have been discussed before the RFP went out. She felt the matter coming before committee now was a fait accompli and she didn't feel enough research was done to determine what the building could get. Overall, she didn't think the RFP process was sincere to consider the highest and best use. She thanked all the art lovers that were present tonight. She commented there were other leases under

discussion noting inconsistencies in them and she hoped they would be addressed on a level playing field.

Mr. Levine said they intended to work to support other arts programs when they come forward.

Council member Walsh asked about form 990 and the amounts outlined. The response was they could submit the 990 forms for the last two years for review. It was further noted that their debt was down and current. And there was no long term outstanding loans.

Council member Walsh asked about the 4-year period beginning 2002 ending 2003, where MACH received \$1,092,000. Council member Paoletto interjected to say that it was nice his colleague found the information, but he commented that it would have been nice for the committee to see the information also. Council member Walsh said it was a 25-page document and he didn't think about making numerous copies.

The response to Council member Walsh's question regarding the 4-year period was that, that period in question was a month or two short period.

Council member Pivrotto stated that there were questions for Mike Feeney to answer, so:

**\*\* COUNCIL MEMBER PIVROTTA MOVED TO TABLE FOR THE PURPOSE OF OBTAINING THE FOLLOWING INFORMATION FROM THE CHIEF ADMINISTRATIVE OFFICER:**

- PROVIDE A COPY OF THE RFP
- PROVIDE CORRESPONDENCE PRIOR TO THE RFP i.e., memos etc.
- SUBMIT THE ORIGINAL RESOLUTION APPROVING THE PURCHASE OF THE CHASE BUILDING
- SUBMIT THE TWO (2) 990 TAX RETURNS FOR AUGUST 31, 2005 and AUGUST 31, 2006
- SUBMIT A LISTING OF CITY OWNED PROPERTY IN THE DOWNTOWN AREA FOR REVIEW AS OTHER SITE OPTIONS FOR MACH

\*It was noted that all the paperwork requested should be issued to all council members.

Council member Mulligan stated that they should try to schedule Mr. Feeney before the next council meeting. Council member Paoletto said he would try to do it in a timely fashion, noting he would contact Mr. Feeney this week to find out his availability.

**\*\* MOTION PASSED WITH SIX VOTES IN FAVOR AND TWO VOTES IN OPPOSITION (COUNCIL MEMBERS: COLON and RODGERSON)**

Council member Mulligan stated that all requests should be processed through Tom White. And it should be reiterated that the meeting should be scheduled in a timely fashion in order for the matter to be referred to the full council.

ADJOURNED

\*\* COUNCIL MEMBER McCARTHY MOVED TO ADJOURN  
\*\* COUNCIL MEMBER VALLE SECONDED  
\*\* MOTION PASSED UNANIMOUSLY

The meeting was adjourned at 8:21 p.m.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services

**CITY OF BRIDGEPORT  
CONTRACTS COMMITTEE  
JUNE 11, 2007**

**ATTENDANCE:** Richard Paoletta, Chairman, Thomas Mulligan, Elaine Pivrotto,  
Letica Colon, Keith Rodgeron

**OTHER:** Helen O'Brien, RDH Dental Hygiene Division

**CALL TO ORDER**

Chairman Paoletta called the meeting to order at 6:03 p.m. There was a quorum present.

**APPROVAL OF THE MINUTES OF MAY 8, 2007**

**\*\* COUNCIL MEMBER RODGERSON MOVED TO APPROVE THE MINUTES OF MAY 8, 2007.**

**\*\* COUNCIL MEMBER COLON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**151-06 PROPOSED PROFESSIONAL SERVICES CONTRACT WITH  
SOUTHWESTERN AHEC, INC. - D.B.A. ORBIT (ORAL HEALTH –  
BRIDGEPORT INITIATIVE) FOR DENTAL HYGIENE SERVICES.**

Ms. O'Brien came forward and explained that this was a continuation of a contract and would involve the purchase of new equipment. Council Member Mulligan asked what the source of the funding was. Ms. O'Brien explained that it was from a collaborate of private funding and that no city funds were involved.

**\*\* COUNCIL MEMBER MULLIGAN MOVED TO APPROVE 151-06 PROPOSED PROFESSIONAL SERVICES CONTRACT WITH SOUTHWESTERN AHEC, INC. - D.B.A. ORBIT (ORAL HEALTH – BRIDGEPORT INITIATIVE) FOR DENTAL HYGIENE SERVICES.**

**\*\* COUNCIL MEMBER COLON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

**ADJOURNMENT**

**\*\* COUNCIL MEMBER RODGERSON MOVED TO ADJOURN**

**\*\* COUNCIL MEMBER COLON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 6:05 p.m.

Respectfully submitted,

Sharon L. Soltes  
Telesco Secretarial Services

**CITY OF BRIDGEPORT  
JOINT COMMISSION ON ECONOMIC AND COMMUNITY DEVELOPMENT  
AND ENVIRONMENT AND CONTRACTS  
JUNE 11, 2007**

**ATTENDANCE:** Richard Paoletta, Chairman, Thomas Mulligan, Elaine Pivrotto, Leticia Colon, Keith Rodgerson, James Holloway, Thomas McCarthy, Maria Valle

**OTHERS:** Michael Feeney, Chief Administrative Officer; Ed Lavernoich, OPED; Mark Anastasi, City Attorney; Ron Pacacha, Assoc. City Attorney; Tom White, City Council Legislative Services; J. Celli, IPA; Dorothy Neves Freedman, MACH Board Member; Kevin Foley, Cushman & Wakefield; Harold Levine, MACH; Ben Mazotas, MACH; Bob Frost, MACH; Donald Raimone, MACH; D. Rosenbaum, MACH

**CALL TO ORDER**

Chairman Paoletta called the meeting to order at 6:08 p.m.

**127-06 Draft term sheet with the Music and Arts Center for Humanity (MACH)  
(Lease Space at 999 Broad Street).**

Council Member Mulligan asked if there was a copy of the previous meeting's minutes available. Chairman Paoletta said that he had not received a copy of those minutes yet.

Chairman Paoletta said that at the last meeting, there had been a number of questions that the Committee had wanted to ask Mr. Feeney but Mr. Feeney was not able to attend the meeting.

Mr. White distributed copies of the resolution to the members of the Committee.

Council Member Pivrotto asked Chairman Paoletta what had become of the questions that were asked of the Chair and the information that was needed. Chairman Paoletta said that he had gone over the questions with the stenographer to insure that they were part of the records. Council Member Pivrotto then asked if a copy of the RFP was available and a list of the alternative properties. Atty. Pacacha said that he believe that the property was acquired through forfeiture. Council Member Walsh said that the City Council had approved the purchase of the property and he then asked if copies of the original resolution were available.

**\*\* COUNCIL MEMBER HOLLOWAY MOVED TO TABLE AGENDA ITEM 127-06 DRAFT TERM SHEET WITH THE MUSIC AND ARTS CENTER FOR HUMANITY (MACH) (LEASE SPACE AT 999 BROAD STREET) BECAUSE THE COMMITTEE DID NOT HAVE COPIES OF THE ORIGINAL RESOLUTION TO ACQUIRE THE PROPERTY, THE RFP AND A LIST OF THE ALTERNATIVE PROPERTIES THAT HAD BEEN PREVIOUSLY REQUESTED.**

**\*\* COUNCIL MEMBER PIVIROTTO SECONDED.**

**\*\* THE MOTION PASSED WITH FIVE IN FAVOR (MCCARTHY, HOLLOWAY, PIVIROTTO, VALLE AND COLON) AND TWO AGAINST (RODGERSON AND MULLIGAN).**

Chairman Paoletta said that he would like to clarify which documents were being requested and information was needed before the next meeting.

Council Member Walsh said that he wanted to see the original resolution to obtain the property. Council Member Pivirotto said that she wanted to see a copy of the RFP and a list of alternative sites. Council Member Mulligan said that he wanted the date and year of the resolution. Council Member Walsh commented that it was during the Gannon administration. Atty. Anastasi pointed out that the City Clerk's Office was where the records of the resolutions were stored. Council Member Holloway objected, saying that once an item was tabled, there could be no more discussion. Chairman Paoletta repeated that he was trying to clarify which documents were being requested and information was needed before the next meeting. Council Member Holloway said it didn't matter.

**\*\* COUNCIL MEMBER HOLLOWAY MOVED TO ADJOURN.**

**\*\* COUNCIL MEMBER PIVIROTTO SECONDED.**

Mr. Levine said that he had emailed all the Committee members copies of that list.

Council Member Mulligan asked when the next meeting of the Committees would be on this matter. There was a brief discussion about the various dates. Chairman Paoletta said that he would schedule the meeting as soon as possible.

**\*\* THE MOTION TO ADJOURN PASSED UNANIMOUSLY.**

The meeting adjourned at 6:21 p.m.

Respectfully submitted,

Sharon L. Soltes  
Telesco Secretarial Services

City of Bridgeport  
Joint Commission on Economic and Community Development and Environment and  
Contracts  
June 11, 2007  
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**CITY OF BRIDGEPORT**  
**JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT**  
**AND ENVIRONMENT AND CONTRACTS**  
**JUNE 18<sup>TH</sup>, 2007**

**ATTENDANCE:** Council Members: Richard Paoletto, Jr., Co-chair; Tom Mulligan, Co-chair; Angel dePara, Jr.(6:12); Keith Rodgerson; Donna Curran; Elaine Pivirotto; Leticia Colón; James Holloway; Maria Valle; Bob Curwen; Carlos Silva; Bob Walsh (6:15)

**STAFF:** Ed Lavernoch, Office of Planning and Development; Michael Feeney, Chief Administrative Office; Mark Anastasi, City Attorney's Office (6:46)

**OTHERS:** Andres Ayala, Jr., City Council President; Harold Levine, MACH;

The meeting was called to order by Mr. Paoletto at 6:09 p.m.

**127 – 06                      Draft term sheet with the Music and Arts Center for Humanity (MACH) (Lease Space at 999 Broad Street)**

Mr. Paoletto distributed copies of the draft term sheet between the city of Bridgeport and MACH and opened the floor to Mr. Feeney to review the status of this item and its discussion up until the time of this meeting.

Mr. Feeney said that as of Monday, June 12<sup>th</sup> there were three questions that the committee wanted the administration to respond to. The first of these was the original resolution of the city actually acquiring 999 Broad Street. The second was a request for proposals for the lease of 999 Broad Street and the third was a request for a list of alternative locations that had been reviewed by MACH. Mr. Feeney said that these were all submitted via email on June 12<sup>th</sup> by the administration.

Mr. dePara entered at 6:12 p.m.

Mr. Paoletto opened the floor to the committee for questions and discussion.

Ms. Pivirotto asked for clarification as to whether MACH had previous interest in the corner of Jewett Ave and Main St.

Mr. Levine of MACH said that it was one of the sites they looked at.

Ms. Pivirotto referred to the original RFP, the resolution for November 12<sup>th</sup>, 1997 in the third paragraph from the bottom which says,

*Now therefore be it resolved that the Mayor is authorized to purchase or acquire via eminent domain 999 Broad Street. Be it further resolved, the Mayor is authorized to lease back portions of the structure at fair market rental value until such time as the space is needed for municipal operations*

Ms Pivrotto said that she wanted to make sure that MACH and its representatives and everyone on this council had read and understood the above.

Mr. Walsh entered at 6:15

Mr. Lavernoch described his interpretation of the intent of that paragraph. He said that historically, the Mayor was authorized to enter into commercial deals with commercial tenants without coming back to the council and the paragraph says that any deal that is not fair market value with a commercial tenant would require the administration to go back to the council.

Mr. Mulligan asked who the owner is referenced in the resolution that the city would be taking the property from if the city is authorized to acquire that property by eminent domain.

Mr. Lavernoch answered that he didn't remember the name, but the owner was a doctor based on Long Island who purchased the property via a fire sale. Chase Manhattan Bank of Connecticut was the tenant at that time. They had complained about the condition of the building and talked about leaving Bridgeport. The city decided it needed to retain Chase and so ultimately acquired the property by eminent domain in order to do so.

Mr. Walsh said that he was on the council at that time and said that the reason that language was added to the resolution was because it was clear at the time that Chase might move out and the council wanted to make sure that if there were any leases on that property that they be done at fair market value so that revenue stream would be available. He went on to say that at the time there was a great deal of controversy regarding the property's acquisition because it was deemed by a number of people to be unnecessarily spacious. The resolution was structured the way it was to prevent the mayor from setting less than fair market value.

Ms. Pivrotto asked Mr. Lavernoch for clarification on the mayor's authorization to lease back portions of the structure and the next paragraph that says, "Be it further resolved that the city's utilization of office space at 999 Broad Street will be reviewed and approved by the City Hall Committee and the City Council for subsequent action". She asked Mr. Lavernoch if he thought that these were two separate and distinct points and if it was his interpretation that if the mayor was leasing the space at fair market value, he would not need the approval of the City Hall Committee and the City Council.

Mr. Lavernoch confirmed that this was in fact his interpretation but if there were any changes in the city utilization of office space then that would require review by the City Hall Committee.

Ms. Pivrotto respectfully disagreed, saying that according to ordinances concerning the sale or lease of city property, everything must go through the City Hall Committee and City Council.

Mr. Feeney said that with the council's approval, the mayor would be able to lease this at below market value and that the lease before them at this meeting is below market value which is why they were gathered.

Mr. Mulligan said this resolution, however it is interpreted was passed in 1997. He said that 11.5% of the building has now been vacant for 3 ½ years. He also mentioned that there have been no changes to city offices and there won't be in the foreseeable future. He said that acting on this lease at the time of this meeting would be in effect, revising this resolution.

Mr. Rodgerson asked if this was going to go through the City Hall Committee.

Mr. Paoletto said that it would.

Mr. Rodgerson said that what the committee was dealing with is not encompassed in either of the previously mentioned two clauses and that it is well within this committee's ability to engage that kind of contract.

Mr. dePara asked of Mr. Lavernoch or Mr. Feeney if it wouldn't be more prudent to go to the City Hall Committee before bringing an item for council approval.

Mr. Feeney said that they've been trying to schedule a meeting before the City Hall Committee and would meet with them that week.

Mr. Paoletto said that he didn't remember this ever being an issue.

Mr. Lavernoch said that he didn't think that the ordinances specifically say that the City Hall Committee must act before the council.

Mr. Walsh asked Mr. Paoletto if he remembered an issue being approved by committee prior to going to City Hall Committee.

Mr. Paoletto answered that he couldn't recall such an instance.

Mr. Walsh asked if the committee had a written opinion by the City Attorney on the interpretation of this resolution.

Mr. Feeney answered in the negative.

Ms. Pivrotto expressed concern for taxpayers as owners of this property because the city is leasing it at such a low price of 24 cents per square foot. She said that the committee asked for the original resolution almost 4 weeks prior to this meeting.

Mr. Mulligan said that the resolution is 10 years old and can be revised. He said that he planned to propose an amendment that should this resolution be deemed by anyone inconsistent with the November 12<sup>th</sup>, 1997 resolution, this council hereby revises said November 12<sup>th</sup>, 1997 resolution to the extent necessary to permit the effectuation of this resolution, 127-06. Mr. Mulligan went on to say that he'd discussed this with Mr. Feeney and wanted to clarify that what the committee was, in effect doing is a 10 year lease and that he also wanted to amend the resolution where it says, "Any 10 year extension may be withheld in the exercise of the most prudent business venture". Mr. Mulligan then welcomed any further discussion.

No further comment or discussion was made.

**\*\* MR. MULLIGAN MOVED TO AMEND RESOLUTION 127-06 TO ADD THE LANGUAGE AT THE END THAT WOULD STATE "SHOULD THIS RESOLUTION BE DEEMED BY ANYONE INCONSISTENT WITH THE NOVEMBER 12<sup>TH</sup>, 1997 RESOLUTION OF THE CITY COUNCIL, THIS COUNCIL HEREBY REVISES SAID NOVEMBER 12<sup>TH</sup>, 1997 RESOLUTION TO THE EXTENT NECESSARY TO PERMIT THE EFFECTUATION OF THIS RESOLUTION, 127-06.**

Mr. Walsh raised a point of order, saying this resolution could not be amended by this committee because it was not properly before this committee at the time of this meeting and because this was a special meeting.

Mr. Feeney left the room at 6:40 p.m.

Mr. Mulligan said that this was incorrect because he was not amending the 1997 resolution but rather he was amending the resolution before them that will by this amendment effectuate the permission to revise the 1997 resolution.

Mr. Walsh said that the original resolution would have to be amended and that a motion could not be passed that superseded that resolution simply because the original resolution was not before the committee.

Mr. Paoletto ruled in favor of Mr. Walsh and asked the opinion of Mr. Ayala.

Mr. Ayala said that he agreed with Mr. Paoletto and Mr. Walsh, saying that unfortunately, there was no legal representation present to verify which position is the correct one.

Mr. Mulligan reiterated that he was amending the item before the committee, not the 1997 resolution. He said that he had the right to appeal the ruling of the Chair and that it was the majority of the committee that would decide whether his resolution was in order or not.

Mr. Ayala encouraged the committee to err on the side of caution before excusing himself to start another meeting.

Mr. Ayala left the room at 6:46 p.m.

Atty. Anastasi entered the room at 6:46 p.m.

Mr. Paoletto briefed Atty. Anastasi on the committee's proceedings.

Mr. Mulligan restated his motion for Atty. Anastasi.

Atty. Anastasi stated that there was no harm in this motion and suggested that Mr. Paoletto was acting in excessive caution. He went on to say that he didn't think the amendment was necessary since a resolution passed in 1997 did not tie the hands of the organization for all time.

Mr. Paoletto rescinded his rule in favor of Mr. Walsh.

**\*\* MS. COLÓN SECONDED MR MULLIGAN'S MOTION TO AMEND.  
\*\* MR. MULLIGAN, MR. RODGERSON, MS. COLÓN AND MS. VALLE  
VOTED IN FAVOR.  
\*\* MR. DEPARA, MS. CURRAN, MS. PIVIROTTA AND MR. HOLLOWAY  
WERE OPPOSED.  
\*\* MR. PAOLETTO BROKE THE TIE AND THE MOTION WAS PASSED.**

**\*\* MR. MULLIGAN MOVED TO FURTHER AMEND THE ITEM ON PAGE  
TWO TO ADD THE FOLLOWING WORDS WHERE IT SAYS "TERM  
RENEWAL": ANY EXTENSION IS SUBJECT TO THE LANDLORD'S  
PRUDENT JUDGEMENT.  
\*\* MS. COLÓN SECONDED.  
\*\* MOTION PASSED UNANIMOUSLY.**

**\*\* MR. RODGERSON MOVED TO PASS THE ITEM AS DOUBLY  
AMENDED  
\*\* MS. COLÓN SECONDED.**

Ms. Curran said that she noticed and wanted to discuss two properties that were not part of the list of alternative sites reviewed by MACH which were The Eisenhower Center and The Downtown Cabaret. She said that she didn't want to see the city buying back

alterations to the building from the tenant which would be very specific to that tenant. She then asked if special permits were required for performance space.

**\*\* MS. PIVIROTTO MOVED TO AMEND THE LEASE TO STATE THAT THE CITY WOULD NOT BE RESPONSIBLE FOR ANY IMPROVEMENTS MADE IN THE SPACE.**

Mr. Rodgeron asked for clarification from Ms. Pivirotto asking hypothetically if a non-profit were to come in and invest \$1 million in the building and then the city decided to sell the building, if the non-profit would lose their money.

Ms. Pivirotto said that this was correct.

Atty. Anastasi said that this amendment would be unnecessary and that the lease doesn't say that the city would have to buy back improvements, so it doesn't.

**\*\* MS. PIVIROTTO WITHDREW HER MOTION TO AMEND THE LEASE.**

The committee voted on Mr. Rodgeron's motion to pass the item as doubly amended.

**\*\* MR. MULLIGAN, MS. COLÓN, MR. RODGERSON, MR. HOLLOWAY AND MS. VALLE VOTED IN FAVOR  
\*\* MR. DEPARA, MS. CURRAN AND MS. PIVIROTTO OPPOSED.  
\*\* MOTION PASSED.**

### ADJOURNMENT

**\*\* MR. RODGERSON MOVED TO ADJOURN.  
\*\* MS. COLÓN SECONDED.  
\*\* MOTION PASSED UNANIMOUSLY.**

This meeting was adjourned at 7:15 p.m.

Respectfully submitted,

Jessica Schroder  
Telesco Secretarial Services

**CITY OF BRIDGEPORT  
CONTRACTS COMMITTEE  
JULY 10<sup>TH</sup>, 2007**

**ATTENDANCE:** Council Members: Richard M. Paoletto, Jr., Chair; Thomas A. Mulligan (6:15 p.m.); Angel M. dePara, Jr.(6:20 p.m.); Leticia Colón; Keith Rodgerson; Donna Curran

**STAFF:** Bill O'Brien, City Tax Assessor; Mark Anastasi, City Attorney (6:20 p.m.); Michael Feeney, Chief Administrative Office; Thomas J. White, Legislative Services Director; Janet Finch, H.R. Manager, Benefits Dept.; Deborah Caviness, Mayoral Assistant

**OTHERS:** Rufus Wells, Rufus Wells Group, LLC

The meeting was called to order at 6:05 p.m. by Mr. Paoletto who said that he would change the order of the agenda so that the committee would hear 190-06 first, then 191-06 and then 182-06.

**190 – 06 Proposed Professional Services Agreement with Behavioral Health Consultants, LLC for providing an Employee Assistance Program (EAP)**

Ms. Finch spoke about the Employee Assistance Program, describing it as a benefit provided at no charge to city employees. She said that in addition to providing short-term counseling & counseling for marital, family or financial problems, they also conduct critical incident stress debriefings for the city's public safety personnel and that they are sometimes used as a disciplinary tool when an employee has anger management issues. Ms. Finch reported that her department issued the RFP to which responses were due in November. She said that nine companies responded and that there was a selection committee comprised largely of members of the city's health benefits sub-committee who narrowed the selection to four companies. She said that historically, public safety personnel and non-public safety personnel have had separate EAP providers but that companies were allowed to bid on contracts for both groups combined if they were able to provide necessary services. Ms. Finch reported that over \$50,000 was spent last year on EAP costs and the proposal for this year is \$34,100. She explained that since the new fiscal year has already begun, the beginning of the contract has been delayed until September. She said that Behavioral Health Consultants, LLC would provide the same level of service the city is currently receiving. She said that historically, Family Services Woodfield provided this service but they have sold the EAP portion of their business. She reported that Behavioral Health Consultants has already secured a lease on Broad Street to serve city employees and will use that space as a satellite office.

Ms. Curran asked for an explanation of the development of a police department peer advisor program.

Ms. Finch explained this as a program solely for police and fire personnel in which a team is created comprised of department management and officers to work together on some of the issues they may be facing.

Ms. Curran asked if this meant psychological issues.

Ms. Finch said that it included any manner of issues one might face, offering the examples of substance abuse and job related stress. She said that her department understands that public safety personnel have unique needs with regard to their employee benefit program and that this approach has worked well in other cities, most recently in New Haven.

Ms. Curran asked if the 1,550 employees covered included all city employees.

Ms. Finch said that the number did not include the Board of Education. She said that there were about 300 fire personnel, about 500 police and about 750 general government and public facility personnel.

Ms. Curran asked why the city should pay up front for 1,550 people if there may not be that many users.

Ms. Finch said that the city had to cover all employees whether or not they use the service, much like an insurance plan.

\*\* **MR. RODGERSON MOVED TO APPROVE ITEM 190 - 06.**  
\*\* **MS. COLÓN SECONDED.**  
\*\* **MOTION PASSED UNANIMOUSLY**

Mr. Paoletto asked that this item be moved to the consent calendar.

**191 – 06 Proposed Contract for 2008 State-Mandated City Wide Revaluation.**

Mr. O'Brien introduced himself, made sure each committee member had a copy of both documents he had prepared for the meeting and distributed a copy of the Quality Selection Panel list, including individual's names to each committee member. He reviewed these documents and said that it was his recommendation to the panel that Vision Appraisal Technology be selected and that the panel agreed.

Ms. Curran referred to page 5, #25 of *City of Bridgeport Request for Proposals for City-Wide State-Mandated Real Property Revaluation Statement of Work* which begins, "The project will cover and include all real commercial and industrial property..." and said that some parts the document refer to "all real estate throughout the city" so she was wondering if single family residential properties were included.

Mr. O'Brien said that he'd split the RFPs into two; one for commercial industrial property and one for residential property. He referred to the back of the document where the two separate RFPs could be found.

Ms. Curran thanked Mr. O'Brien for preparing such a clear and thorough document and expressed that she would like to see it become a standard for the city if possible.

**\*\* MS. CURRAN MOVED TO APPROVE ITEM 191 - 06.  
\*\* MR. RODGERSON SECONDED.  
\*\* MOTION PASSED UNANIMOUSLY**

Mr. Paoletto asked that this item be moved to the consent calendar and also thanked Mr. O'Brien, for his clear, concise and timely report, saying that it is always a pleasure to work with his office

**182 – 06 Proposed Professional Services Agreement with The Rufus Wells Group, LLC regarding Minority Business Enterprise Program Services.**

Mr. Paoletto introduced the item and announced that he'd asked Mr. White to be in attendance so that in case additional information was needed, someone would be present to expedite that process.

Ms. Caviness reported that on August 24<sup>th</sup>, the city put out an RFP for someone to provide professional consulting services to the city do design the city's small business enterprise program to which there were five respondents. She said that of those five respondents, Rufus Wells Group was favored and their contract was the one before the committee. Ms. Caviness said that a selection committee narrowed the respondents to four candidates who were each interviewed. Following the interviews, it was unanimously decided that Rufus Wells Group be considered because of their expertise and successful track record. Ms. Caviness distributed copies of the minutes of the meeting in which Rufus Wells Group, LLC was selected.

Mr. dePara said that after review of all documents submitted, he was unable to find whether this would pertain solely to the school building or it would expand out into professional services such as outside legal counsel, architecture, etc.

Ms. Caviness said that it would be for all contracts and that a breakdown could be found in Section C, which was distributed to the committee and which would be added to the contract.

Ms. Curran asked about how this would be funded.

Mr. Feeney assured that the project was pending funding.

Mr. Mulligan asked how the project would be funded in case a grant was not received and no bill passed to appropriate funds to the project.

Mr. Feeney answered that they would approach the Budget and Appropriations Committee.

Mr. Mulligan asked if there was any previous allocation by that committee for this project.

Mr. Feeney answered that there was not.

Mr. Mulligan asked if it would qualify for the state program for education programs and be reimbursed 75%.

Ms. Caviness answered that it would and that is how Rufus Wells Group was paid for a school rebuilding project in Hartford.

Mr. dePara asked if the 75% reimbursement would only count for the school building.

Ms. Caviness said that it would.

Mr. Wells said that the deliverables under this contract were designed to implement and support the ordinance passed in the last city council meeting. He said that Bridgeport's was the best ordinance in the state. He discussed his experience with the school building and with commercial and residential housing in Hartford.

Mr. Mulligan asked why the city didn't just have a civil servant whose job it would be to enforce this ordinance and do anything else required to support the ordinance instead of hiring a whole separate department.

Ms. Caviness answered that it was preferable to have a group who already had the expertise needed to handle the necessary duties.

Mr. Wells talked about the advantages of having a third party entity recruiting bidders for contractors and said that training city employees to continue the process once it is started by Rufus Wells Group is part of the service package they provide.

Mr. Mulligan asked how it could be ensured that no bidder was unfairly favored over another.

Mr. Wells answered that the city purchasing department would still be in charge of the selection process and that his organization would have nothing to do with that but that they would be recruiting the bidders so that the city had a pool to draw from.

Mr. dePara asked Mr. Wells what his strategy was for attracting businesses in the Hispanic Community.

Mr. Wells said that he'd review the types of services that the city has historically asked for and then go onto the Hispanic Community and ask around about who was available to provide those services.

Mr. Rodgerson asked if Mr. Wells had done this type of outreach in other communities and if so, where.

Mr. Wells replied that he did in Hartford primarily but also in New Haven.

Mr. Rodgerson asked how far Mr. Wells would go to find minority contractors.

Mr. Wells said that he'd search the whole state if needed with a priority on Bridgeport businesses.

Atty. Anastasi stated that the long term goal was to grow the business of Bridgeport and was glad that Mr. Wells mentioned that his organization would look in Bridgeport first.

Ms. Curran said that when she initially looked at the contract, she was amazed at the cost and thought that it was a lot of money for a poor city to be spending. She said that she didn't feel she had enough information to make a confident decision as to who is the best qualified contractor and the best deal, financially. She also said that there were no benchmarks, or expected dates of completion outlined in the contract.

Ms. Caviness said that the price looked so high because it was based on a three year contract.

Ms. Curran said that she didn't understand why the city had to pay reimbursable expenses and a 15% override, cited several discrepancies and several unclear items within the contract and asked if Mr. White could provide a comparative analysis of the entire contract.

Mr. Mulligan asked who prepared the contract.

Ms. Caviness replied that Atty. Pacacha prepared it.

**\*\* MS. CURRAN MOVED TO TABLE ITEM 182 – 06 UNTIL MORE INFORMATION, INCLUDING A TIMELINE OF SERVICES AND SERVICES AND PRICES OF OTHER COMPANIES REVIEWED FOR THE CONTRACT IS PROVIDED.**

Mr. White was asked to distribute additional information.

Mr. White said that despite his efforts he was unable to compile the information, but showed the committee a binder full of the information he'd compiled on this subject. He

said he'd been asked if the city council would have the option to look at the other vendors besides those which were recommended by committee but that he was unable to answer.

Mr. Paoletto said that he would like to get a legal opinion on this.

**\*\* MR. RODGERSON SECONDED THE MOTION TO TABLE.  
\*\* MOTION PASSED UNANIMOUSLY.**

Mr. Paoletto asked if there was anything other than the stack of paperwork Mr. White was working on that would be needed.

Mr. dePara asked if it would be possible to provide the committee with a rough timeline, not dependant on a funding source, but a timeline of benchmarks that would show how money would be spent, in what phases, what the Rufus Wells Group would be held accountable for and what the eventual outcome would be.

Atty. Anastasi said that he'd spoken to Mr. Pacacha, the primary drafter of the contractor and that Mr. Pacacha said that the way that the contract is drafted in order to meet the city's needs was to provide maximum flexibility for the city and that the consultant has consented to being available to the city on the city's timeline and at the city's request.

Mr. Paoletto said that he would like Mr. White to contact Atty. Anastasi with his question regarding whether or not the city council could review vendors other than those recommended by committee.

**APPROVAL OF COMMITTEE MINUTES OF JUNE 11<sup>TH</sup>, 2007**

**\*\* MR. MULLIGAN MOVED TO TABLE THE MINUTES FROM THE  
JUNE 11<sup>TH</sup> MEETING.  
\*\* MS. COLÓN SECONDED.  
\*\* MOTION PASSED UNANIMOUSLY.**

**ADJOURNMENT**

**\*\* MR. RODGERSON MOVED TO ADJOURN.  
\*\* MR. MULLIGAN SECONDED.  
\*\* MOTION PASSED UNANIMOUSLY**

The meeting was adjourned at 7:24 p.m.

Respectfully submitted,

Jessica Schroder  
Telesco Secretarial Services



**BRIDGEPORT CITY COUNCIL  
CONTRACTS COMMITTEE – SPECIAL MEETING  
JULY 30<sup>TH</sup>, 2007**

**ATTENDANCE:** Committee Members: Richard Paoletto, Jr., Chair; Leticia Colón; Tom Mulligan; Keith Rodgerson (6:25 p.m.)

**STAFF:** Deborah Caviness, Chief of Staff; Mike Feeney, CAO (6:15 p.m.); Tom White, Legislative Services Director

**OTHERS:** Carlos Silva; Andre Baker; James Holloway; Warren Blunt; Maria Ines Valle; Carl Dicks, D+D Construction Services; Hector Diaz; Peter Clark; Russell Hicks; Cynthia Jennings; Craig Kelly; Ralph Ford; Rufus Wells, the Rufus Wells Group LLC

**CALL TO ORDER**

The meeting was called to order, at 6:05 p.m. by Mr. Paoletto.

**182-06 Proposed Professional Services Agreement with the Rufus Wells Group, LLC. Regarding Minority Business Enterprise Program Services.**

Mr. Paoletto made the Committee aware that Mr. White was in attendance in case there were any questions for him. He reminded that Mr. White had been asked by the Committee to prepare a comparative analysis of the Minority Business Enterprise RFP and the proposals that were submitted. He then confirmed that everyone had received and read that analysis.

Ms. Caviness said that this was her first time seeing Mr. White's analysis. She said that she'd not been sent a copy and didn't believe that Mr. Feeney had been sent a copy of it either. Ms. Caviness told the Committee that she would have to leave at some point to tend to an emergency but that Mr. Feeney was on his way to the meeting and would take a look at the analysis. She then confirmed that all Committee Members had received copies of the RFP and the Selection Process Outline which were mailed to them and asked for a moment to look over Mr. White's analysis. After a moment, Ms. Caviness said that after the last meeting the Committee had a couple questions they wanted clarified. She confirmed that everyone had received a) Mr. Wells' response to the conflict of interest and b) a timeline of services with benchmarks.

Mr. Mulligan said that the memo presented to them from Mr. White said that the RFP called for a Selection Committee of specific individuals who represented certain groups or organizations, and he wondered if there was a deviation from that and if so why.

Ms. Caviness replied that there was no deviation and that the people who were called to serve on that Selection Committee felt that they would have been in conflict in doing so.

Mr. Mulligan asked if bids came back on the RFP and the selected respondent changed his price from \$1.5 million to \$200,000, what then the validity of the whole RFP process was. He said that the bidders ended up bidding on something completely different than what the Committee was now being presented with

Ms. Caviness explained that what happened was that when the responses to the RFP were received and during the interview process that followed, the question of the price was raised with the Rufus Wells Group. They thought that the contract was going to be for three years instead of one and that is why the numbers were so high. Ms. Caviness said that they were corrected in their misunderstanding and by the time the responses were received there were services that the City didn't need which brought the price down as well.

Mr. Mulligan said that he wondered if it was then fair to the other bidders since it was a drastically reduced price and program that was being requested. He said that it sounded like the City had requested a program of 100% the respondents bid and then the project was reduced to 25%, but not everyone bid and it was negotiated with the selected contractor.

Ms. Caviness said that they selected the group with the most qualifications and experience

Mr. dePara asked if that wasn't giving one group an unfair advantage over another, adding that he was sure the other groups would have reduced their rates also if given the opportunity.

Ms. Caviness said that she didn't feel it was an unfair advantage, nor was that the consensus of the Selection Committee.

Mr. Mulligan asked who the selection group consisted of.

Ms. Caviness answered that the group consisted of herself, Michael Feeney, Lillian Snyder, A. Walter Esdaile, Carlos Silva and Dr. Ralph Ford.

*Mr. Feeney arrived at 6:15 p.m.*

Mr. Mulligan asked if Ms. Snyder works for the city of Bridgeport.

Ms. Caviness answered that Ms. Snyder is the Executive Director of the New Haven Business Alliance.

Mr. Mulligan asked if that was like their Chamber of Commerce.

Ms. Caviness answered that it was not a Chamber of Commerce, but the City of New Haven's Small Business and Minority Contract Initiative adding that they were recruited because New Haven's Small Minority Businesses Program is recognized by the State as the best in Connecticut.

Mr. Mulligan asked about Walter Esdaile.

Ms. Caviness said that Mr. Esdaile was also from New Haven and is the Executive Director of the City of New Haven's Small Minority Business Program.

Mr. Mulligan asked where that confusion between the three-year and one-year contract came from.

Ms. Caviness said that she supposed that the RFP document was simply misread.

Mr. Holloway said that it was his understanding having spoken with Mr. dePara and Mr. Mulligan, that they wanted to see the other proposals that were submitted for this contract, and how they compared to the Rufus Wells Group proposal. He said that it was his understanding that they do not want to go against the proposal necessarily, but that Mr. Mulligan wanted to go through the Purchasing Department and Mr. Holloway questioned this. He said that what the Committee should be discussing here today is the other proposals that were requested to be seen. He said that the Committee should read all of the other proposals and decide whether Mr. Wells' proposal is the best one or not. He said that what was happening was a discussion of Mr. Wells' proposal with no discussion of what was better or worse about the other proposals.

Mr. dePara said that we weren't actually even talking about Mr. Wells' proposal but rather the selection process, adding that in the course of research, questions had come up that needed to be answered before moving forward.

Mr. Paoletto then opened the discussion up to the Committee. When no Committee Members indicated they wanted to speak. Mr. Paoletto allowed Mr. White to speak.

Mr. Holloway objected to Mr. White speaking, saying that he was not a Committee Member

Mr. Paoletto reminded that it was the Chair's choice who was allowed to speak and that Mr. White was asked by the Committee to provide an analysis and so he would allow him to speak.

Mr. White asked that it be noted that Mr. Holloway objected to him speaking and presenting his analysis. Mr. White continued, saying that in a previous meeting, Donna Curran and the rest of the Committee by way of a motion requested a comparative analysis of the MBE RFP respondents. He said that with this analysis, he tried to go back

through the selection process and be as objective as possible, looking at the whole thing instead of various pieces of it. He said that one of the duties of the Board of Public Purchases is to review quality-based selection processes with an objective analysis of the selection process and that is what he did. He added that the minutes from the Board of Public Purchases meeting to discuss this item did not reflect that such an analysis was conducted which was not to say that the discussion did not occur, just that if it did, it was not recorded and was unavailable for the Committee to review. Mr. White then reviewed his analysis which he'd sent via email to: Angel dePara, Donna Curran, Elaine Piviroto, Keith Rodgeron, Leticia Colón, Richard Paoletto and Thomas Mulligan on July 19. Moving on, he said that there were six members listed as being on the Selection Committee, but that only five participated.

Ms. Caviness said that she was not a voting member of the committee because she had worked with nearly all of the agencies that they dealt with.

Mr. White also noted from his report that the RFP called for a Selection Committee consisting of eight specific individuals or representatives from certain organizations or groups but that this Selection Committee consisted of only six people. He suggested that the Committee may wish to ask for clarification with regard to that deviation.

Mr. Mulligan asked if the RFP specified that it was for a one-year contract.

Mr. Feeney answered that in he did not recall the original RFP specifying that anywhere but that was specified in the existing contract.

Mr. Baker said that all he was hearing was about the selection process but that it was his understanding that the purpose of this meeting was to discuss and dissect the contract and the vote it up or down based on that discussion. He said that there were Selection Committee Members present to answer any questions, but that the Rufus Wells Group had already been selected and the contract was before the committee to discuss and vote upon.

Mr. Blunt said that the minority contract issue was nothing new and that there'd been disparity studies and a long struggle to get to this point and at this juncture, time is of the essence and this particular component is essential to move forward. Mr. Blunt said that he thought the concentration should be on moving forward and not trying to second-guess or undermine the selection process and he urged the committee to take a look at the contracts, adding that if there were any questions or discrepancies, there were people in the room that could address those issues.

Dr. Ford said that he was on the Board of Public Purchases and the Selection Committee and would speak in his capacity as a Selection Committee Member. He said that the number one criteria for selection which all the Selection Committee Members agreed upon was the qualification to execute the project, and according to what the Selection Committee read, Rufus Wells Group was the only company who'd ever done this type of

work before with an urban municipality and this put Rufus Wells Group above all other selections. Dr. Ford noted that the process of getting a contract together and before this Committee has taken since October when this selection was made. He wondered if the council was going to review every selection process, which was in their purview to do, but that he'd seen contracts go before Committee for \$1 million, \$2 million and \$3 million with barely a question asked about the selection process. He wondered why there was so much scrutiny for this project and said that it was for any other reason than the greater good of the city then petty politics should be discarded and this issue should be voted up or down.

Mr. Paoletto said that there'd been some discussion about whether or not the Committee could scrutinize this process and he did caution his colleagues with regard to how much the Committee would start scrutinizing each and every contract moving forward. Mr. Paoletto said that he did believe that the best thing for the city was being done here and agreed with Dr. Ford, saying that he'd hate to see this process used for anything other than its intended purpose.

Mr. Mulligan referred to the differences in prices in the responses to the RFP in Mr. White's analysis and said that saying that such a discrepancy should be looked over and not questioned amounted to censorship. He said that they'd had bigger contracts go through this Committee without scrutiny, but that he didn't recall past contracts having such a vast difference between bids. Mr. Mulligan said that it was perfectly legitimate for this committee to ask questions about the selection process, it was legitimate for this committee to ask questions about the contract, and it was legitimate to ask as he did in the last meeting if it would not be better to have a full time employee of the city hired under Civil Service before the Board of Public Purchasing to administer the ordinance. He said that every ordinance the City has passed has been enforced by departments of the City and asked if there was a person who had gone through the Civil Service process, was given this ordinance and charged with its enforcement, would that not be that a better way of achieving the goal and if it proves not to be then a consultant can be hired..

Mr. Rodgerson asked Dr. Ford why he'd abstained on one of the votes on the Board of Public Purchases.

Dr. Ford answered that he abstained because he was also on the Selection Committee.

Mr. Rodgerson asked Dr. Ford if he'd ever had a financial relationship with Mr. Wells.

Dr. Ford answered that he had not.

Mr. Rodgerson and asked Dr. Ford if he'd known Mr. Wells for very long.

He said that he'd known Mr. Wells for about 30 years but added that he'd known everyone in the selection process and more than one of them for about 30 years.

Ms. Colón said that she respected the efforts of everyone who'd been working diligently in this process since October, noting that there'd been a committee set up to overview the selection process, they'd made their selection and she supported it 100%. Ms. Colón requested that it be noted that she would vote in favor of the Rufus Wells Group.

Mr. Silva said that he agreed with the Committee's decision to question things that come up in the review process but that the simple fact is that the issue that brought up the initial question which was the difference pricing had been resolved. The RFP was misread and Rufus Wells read it as a three-year contract. This issue was brought to Mr. Wells' attention and he rectified the issue to make it consistent with a one year contract. Mr. Silva said understood his colleagues' questions and concerns regarding the selection process and decreed that certain contracts should be reviewed but the Selection Committee did what they were supposed to and this issue was resolved. Referring to Mr. White's analysis, he said that Hector Diaz, Jr. did not create a conflict in the hiring of Rufus Wells Group, explaining that Hector Diaz, Jr., son of Town Clerk, Hector Diaz, Sr. was going to be an employee of the Rufus Wells Group, not an owner. Mr. Silva said that it was his feeling that the Committee was overanalyzing an item that had already been through the appropriate processes.

Mr. Blunt agreed, saying that he wished there wasn't a need for Mr. Wells, a disparity study or this meeting and the contemplation of this issue but that the very problem stemmed from the Purchasing Department itself and that is what needed to be dealt with, and why it was imperative that Mr. Wells come aboard.

Dr. Ford said that he understood that during the years that the disparity study was run, there was an Affirmative Action Officer, and a Contract Compliance Officer in the City Administration. He said that he didn't know whether they were under civil service or not but that the city still ended up with disparity so it was obvious that the employees in-house who were sanctioned to monitor those particular issues did not get the job done.

Mr. Mulligan said that he didn't see why a city department properly run and staffed through civil service and with the protection of civil service could not sufficiently enforced this ordinance adding that he was convinced that no matter what happens, whether there is a consulting agreement or not, the Board of Public Purchases would need a staff member to make this successful and that sooner or later a new staff member would be hired on the Board of Public Purchases and it was his belief that with the protection of Civil Service is the preferable way to approach the enforcement of this new ordinance.

Mr. Paoletto said that good points were being brought up, but urged the Committee to keep the focus on the item at hand reminding the committee that they were there to vote on the Proposed Professional Services Agreement with the Rufus Wells Group LLC regarding Minority Business Enterprise Program Services.

Mr. Holloway said that this ordinance had already been passed, the Mayor had signed it and it was the law. He said that failure to put this mechanism in place was failure to

uphold that law and that as City Councilmen, they'd sworn to uphold the law of the city. He said that 14 years ago there was an Office of Affirmative Action but that at that time there was no ballpark, no arena and there was nothing downtown and that all of that had been built without minority participation. Mr. Holloway once again urged the Committee to vote this item up or down and move on.

**\*\* MS. COLÓN MOVED TO APPROVE ITEM 182-06, PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH THE RUFUS WELLS GROUP, LLC. REGARDING MINORITY BUSINESS ENTERPRISE PROGRAM SERVICES.**

**\*\* MOTION DIED FOR LACK OF SECOND.**

Mr. Rodgerson said that he had several questions. He apologized for being late and asked if the committee received clarification as to why the selection committee membership deviated from the original RFP.

Ms. Caviness answered that the people asked to sit on the committee said that there would be a conflict of interest if they sat on the committee because they'd worked with several members of the organizations who'd responded to the RFP.

Mr. Rodgerson asked what the legal effect of that was and if there was a City Attorney present.

Ms. Caviness said that she didn't know the legal effect. There was no City Attorney present.

Mr. dePara asked how often it happened that a particular RFP had this issue with regard to Selection Committee Members.

Mr. Feeney answered that it was always a difficult process, especially in cases like this one where there was a half-day long interview process.

Mr. dePara said that the reason he asked was that this was a very important piece of legislation, not just for the city presently but also for its future and wondered why the City didn't work harder to fill the vacant positions on the Selection Committee and why the City would jeopardize this process.

Mr. Feeney said he didn't think it was the City's intention to jeopardize the process and that the city had all the best intentions, but unfortunately, when it came down to the wire and the actual interview process people backed out. He said that in the directions he had for the Selection Committee formation and it said that the Committee *may* include a Chief Administrative Officer, it *may* include a liaison from the Mayor's office, etc. so there was an option to change it around but they tried to disclose who would be in the interview process as much as possible and they try their hardest to achieve an ideal Selection Committee but are not always able to achieve that.

*Ms. Caviness left the meeting at 6:55 p.m.*

Mr. White said that in doing his analysis, he focused on conducting the same analysis that would've been done by the Board of Public Purchases based on his experience with them. He said he thought that would be the most objective way of looking at the selection process and that the question here was a selection process itself. He said that the Committee is being asked to endorse not necessarily the contract, but the selection that has already been made. He said that if he had a bias it was towards the type of analysis that the Board of Public Purchases does.

Mr. Feeney said that the selection process was endorsed by the Board of Public Purchases and he understood bringing up questions and issues about the process but that he didn't find any irregularities in the process.

Mr. Rodgerson referred back to the staff person that Mr. Mulligan talked about and said that he wouldn't mind getting some information from the City's administration about how that might work and if it might be a better way of going about this.

Mr. Paoletto said that that might be a good idea for the future but that it had no relevance to this contract.

Mr. Rodgerson said that given the price of the project he thought it appropriate to explore all options, and he said that the last time he looked at the agreement with the Rufus Wells Group there was not sufficient of detail with regard to a service benchmark timeline.

Mr. Feeney said that such a chart had been provided to all Committee Members and provided Mr. Rodgerson with a copy.

Mr. dePara said that he'd had issues from the beginning with some of the stumbling blocks that he was made aware of during the selection process and that it frustrated him to see that these things happen and jeopardize the future of a really good piece of legislation that will mean a lot for a lot of people in this city presently and in the future. He asked Mr. Feeney if this item is tabled or voted down, how long it would take to redo the whole process.

Mr. Feeney said that the whole process would probably take about four to five months adding that that was a conservative estimate.

Mr. dePara said he was frustrated because at times to do the right thing, a group must take its time and for some reason it seems like doing the right thing isn't always the best thing. He said that he was sorry to say it but that he felt that the administration really dropped the ball on this one and if they'd worked a little harder to fill those positions on the Selection Committee some of these questions would not be asked. Mr. dePara hoped that the City would go the extra mile in the future.

Ms. Colón applauded Mr. White for his hard work. She said that there were things that needed to be rectified for the future but that the Committee needed to move forward and keep their focus and that she stood by her motion.

Mr. Silva said that he was disappointed that there was no City Attorney present as this was probably the biggest, most important issue that the City was facing at this time. Mr. Silva urged the committee to consider that by not moving forward and funding this project, the City would be liable for not implementing this ordinance which could cause multiple lawsuits brought by the minority contractors who feel they're not getting their fair share.

Mr. Mulligan asked Mr. Feeney what the timeline was on the state grant.

Mr. Feeney said that it is stated in the contract that the whole project is contingent on the City actually securing reprogrammed Federal Funding. He said that Alana Gable was working on that process if all went right, it would be done first week in September.

Mr. Rodgerson asked when the disbursement of the funds would take place once they were secured.

Mr. Feeney said that that would take place immediately.

Mr. Rodgerson asked Mr. Feeney to once again clarify that the vast differences in price from the original response to the current proposal.

Mr. Feeney said that in addition to the one-year / three-year contract misunderstanding, there were certain services that it was discovered that the city would not need from the Rufus Wells Group, including setting up a database of minority business owners, which could be done in-house with the RFP Depot program.

*Ms. Caviness returned at 7:05 p.m.*

Mr. Blunt said that he would like to applaud the committee and its due diligence, but would also like to re-emphasize the importance of moving forward, saying that this process started in October and that the city could not afford to delay anymore. Referring to Councilwoman Colón's statement, he reiterated that they could always go back and deal with the process and that this was a learning experience but momentum should be kept. He also referred to Mr. dePara's statement about doing the right thing and said that there were contractors in this very room that have been asking the City to do the right thing.

Ms. Colón asked Ms. Caviness about the price discrepancy again, and why it occurred.

Ms. Caviness said that the first factor was the confusion between one and three year contracts, another was the change in services needed and another was the fact that the other respondents hadn't done this type of work before and so didn't actually know how much it would cost.

**\*\* MS. COLÓN MOVED TO APPROVE ITEM 182-06, PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH THE RUFUS WELLS GROUP, LLC. REGARDING MINORITY BUSINESS ENTERPRISE PROGRAM SERVICES.**

**\*\* MOTION DIED FOR LACK OF SECOND.**

Mr. Rodgerson asked if the term of the contract was for one year, what the city would be doing one year and one day from when the contract was accepted.

Mr. Feeney said that the goal of the City was, with help and training from the Rufus Wells Group to become independent of them and continue to implement the ordinance on its own, ultimately creating a division within Bridgeport's government to implement the ordinance.

Ms. Valle urged the Committee Members to look around at the individuals waiting for the opportunity to get jobs with the City.

Mr. Mulligan said he didn't feel a whole new department was necessary. He said that the Board of Public Purchases had to be involved and an employee or employees should be hired under that department to implement this ordinance and if that person or people need help then they could approach the Rufus Wells Group. He said that at this point, if the Rufus Wells group were hired they wouldn't have a person to report back to.

Mr. Rodgerson asked Mr. Wells if any individuals involved in this process had received political contributions from him

Mr. Wells answered in the negative.

*Mr. Paoletto called a recess at 7:18 p.m., resuming the meeting at 7:30 p.m.*

Mr. Paoletto announced that he would ask three times if there were any motions to approve, deny or table the item and if there were no motions, or if all motions failed, he would entertain a motion to adjourn and there would be no action taken on this item and for all intents and purposes the item would be tabled.

**\*\* MS. COLÓN MOVED TO APPROVE ITEM 182-06, PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH THE RUFUS WELLS GROUP, LLC. REGARDING MINORITY BUSINESS ENTERPRISE PROGRAM SERVICES.**

**\*\* MOTION DIED FOR LACK OF SECOND.**

## **ADJOURNMENT**

- \*\* MR. MULLIGAN MOVED TO ADJOURN.**
- \*\* MR. RODGERSON SECONDED.**
- \*\* MR. MULLIGAN, MR. RODGERSON, AND MR. DEPARA VOTED IN FAVOR**
- \*\* MS. COLÓN OPPOSED.**
- \*\* MOTION PASSED.**

The meeting was adjourned at 7:31p.m.

Respectfully submitted,

Jessica Schroder  
Telesco Secretarial Services

**BRIDGEPORT CITY COUNCIL  
CONTRACTS COMMITTEE – SPECIAL MEETING  
AUGUST 14<sup>TH</sup>, 2007**

**ATTENDANCE:** Committee Members: Tom Mulligan, Chair; Richard Paoletto, Jr.; Leticia Colón; Keith Rodgerson; Angel dePara, Jr.; Donna Curran

**STAFF:** Deborah Caviness, Chief of Staff; Mike Feeney, CAO; Brian Williams, CAO; Ron Pacacha; Assoc. City Attorney; Tom White, Legislative Services Director; Ed Lavernoich, Deputy Dir., OPED; Mark Anastasi, City Attorney

**OTHERS:** Sen. Edwin A. Gomes; Warren Blunt; Richard Bonney; Bob Walsh; Russell Hicks; Cynthia R. Jennings, Esq.; Brooks Campion, Robinson & Cole; John Patrick Nealon, Panuzio & Giordano; Nicholas Panuzio, Panuzio & Giordano; Howard Gardner; Alma Maya

**CALL TO ORDER**

The meeting was called to order at 6:15 p.m. by Mr. Mulligan.

**Approval of Committee Minutes of July 10<sup>th</sup>, 2007**

Mr. Paoletto submitted the following corrections suggested by Mr. White:  
Page 3, last sentence, "Mr. Feeney assured that the project was pending funding".  
The minutes should reflect what Mike Feeney listed as potential funding sources:

- Reprogrammed CDBG funds
- A bill before the State Legislature
- City funds to be identified

Page 5, "Mr. White said that despite his efforts he was unable to compile information"  
Mr. White said that this was not accurate and that he displayed the binder of the RFP and Proposals which he was unable to copy for committee members for their review. He returned them to Deborah Caviness and she had them copied at the Print Shop for distribution later to Committee members.

**\*\* MR. PAOLETTO MOVED TO AMEND THE MINUTES.**

**\*\* MR. RODGERSON SECONDED.**

**\*\* MOTION PASSED UNANIMOUSLY.**

**\*\* MR. PAOLETTO MOVED TO ACCEPT THE JULY 10<sup>TH</sup> MINUTES AS AMENDED.**

**\*\* MR. RODGERSON SECONDED.**  
**\*\* MOTION PASSED UNANIMOUSLY.**

Mr. Mulligan read a request by the Town Clerk to reconsider the July 10<sup>th</sup> minutes and ask for a motion to amend those minutes to include that Mr. Obrien will be entering a contract with Vision Appraisal Technology.

**\*\* MR. PAOLETTO MOVED TO FURTHER AMEND THE JULY 10TH MEETING MINUTES TO INCLUDE THAT MR. OBRIEN WILL BE ENTERING INTO A CONTRACT WITH VISION APPRAISAL TECHNOLOGY.**

**\*\* MR. RODGERSON SECONDED.**  
**\*\* MOTION PASSED UNANIMOUSLY.**

**\*\* MR. PAOLETTO MOVED TO ACCEPT THE JULY 10<sup>TH</sup> MEETING MINUTES AS AMENDED.**

**\*\* MS. COLÓN SECONDED.**  
**\*\* MOTION PASSED UNANIMOUSLY.**

#### **Approval of Committee Minutes of July 30<sup>th</sup>, 2007 (Special Meeting)**

Mr. Paoletto submitted the following corrections on Mr. White's behalf:

Page 4, 3rd paragraph – Mr. White's presentation of his analysis as requested by the committee was not fully presented and to correct this, he suggested the minutes should be amended to reflect a reference to the documented analysis that was distributed by e-mail to committee members and distributed in hard-copy form to those attending and made part of the record when provided to the stenographer.

**\*\* MR. PAOLETTO MOVED TO AMEND THE MINUTES.**  
**\*\* MS. COLÓN SECONDED.**  
**\*\* MOTION PASSED UNANIMOUSLY.**

**\*\* MR. PAOLETTO MOVED TO ACCEPT THE JULY 30TH SPECIAL MEETING MINUTES AS AMENDED.**  
**\*\* MR. RODGERSON SECONDED.**  
**\*\* MOTION PASSED UNANIMOUSLY.**

#### **09-06 Authorization to retain an independent consultant to analyze the Steel Point Project.**

Ms. Curran said that this was a motion she'd brought up in December of 2006 in anticipation of the receipt of the financial documents on the Steel Point project and she felt that as part of the legislative body of this city that in order to be responsible and independent that the Committee should do their own due diligence in one specific area which was the review of the financial package that was being put together. She said that

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the whole financial package should be reviewed by the Contracts Committee and the Economic Development Committee. She added that she was willing to amend the proposal in whatever way the Committee thought was best but that it was important to take this measure because the City had never done anything of this scope before. She went on to say that the Steel Point Project was almost a \$2 billion project and that it was very sophisticated and while she knew that there were a lot of consultants working with the administration, the Council was separate from the Administration and as elected officials they should do their own due diligence to conduct their own independent review. She added that they would not review the entire program, but would like to have a focus on the financial structure of this deal so they could assess the long-term tax implications of this project on the taxpayers. Ms. Curran said that the last time she'd brought this up, there were some concerns because there wasn't a precedent for outside consultants being used by the Legislative Department but that they'd just had a very successful experience with McGladrey & Pullen, LLC with their assistance on the Zero Based Budget Process and that project was completed in a timely fashion and kept under a specific dollar amount. She said that she would be happy to make this resolution with amendments stating that there would be a dollar limit and also that time would be of the essence so as not to slow down the progress of the project. Ms. Curran then added that CT Post Editorial Department published an article saying that this idea was commendable and that they thought it was something the City Council should do. She said that she was open to suggestions and that she had a sample of the resolution that the Budget Committee used for McGladrey & Pullen, LLC and perhaps the Committee could work some of the language from it into my her own resolution.

Mr. Mulligan asked Ms. Curran if her proposal would have a limit of \$7,500.

Ms. Curran said that it would.

Mr. Lavernoich reported on the status of the agreement, saying that he was hopeful that the Committee would see the agreement in the next 30 days at which point they would also see in some form or another the works of five outside entities that were helping to negotiate the agreement and confirm the assumptions that are built into the agreement, financial and otherwise. Those consultants, or in a couple cases, law firms are: Pullman and Connelly, Robinson & Cole, MuniCap, Inc., Public Financial Management and The National Development Council. Mr. Lavernoich said that it was his understanding that the Council does have the right to hire an outside consultant and hearing that the Committee's focus was a little bit more precise than it was previously was a comfort because it was the feeling of OPED that a having a consultant come in for a modest amount of money to analyze every aspect of the agreement would be counter-productive.

Atty. Anastasi said that while the Committee had the authority to hire an outside consultant, he felt that they should understand that when consultants are hired by the City for a project they are not hired by the Administration. Rather, they are hired by the City and every consultant that works for the City understands that the contracting authority lies with the Legislative Party within a municipal corporation and they understand that it is their job to advise the Legislative Party and not simply the Executive Party whose task

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it is to bring matters to the Legislative Party's attention. He urged the Committee to hear from those consultants before thinking about spending money on other consultants because it seemed to him to be counter-productive and unnecessarily divisive to perceive those experts as not working for the Council.

Mr. Feeney said that the administration shares the opinion of Atty. Anastasi

Mr. Walsh said that at the time the City decided it was wise to privatize the operations of the WPCA, the city Council attempted to hire an outside consultant to review the proposal and to advise the Council on the wisdom of privatization. The Council approved such a contract and the contract was vetoed Bridgeport's Mayor at the time. He reminded that that contract was with PSG, that it went through a number of different technical and financial consultants that the City hired and lo and behold that contract was one of the centerpieces of the Ganim corruption trial. He said that for an administration to say that whoever they hired as consultants have done all the right work and that there was no need for the Council to hire outside consultants was to his mind, a prime example of why the Council should do so. He said that this was a project that will go on for 30 years and according to the only numbers he'd seen there will be no tax dollars generated for the city for the first 7-10 years and that he thought it was incumbent on the Council to seek outside counsel to review this adding that rubberstamping this without having had anything to do with hiring the consultants would minimalize the efforts of this Council.

Mr. Mulligan asked Mr. Walsh what his statement that no tax revenue would be generated from this project for the first 7-10 years was based on.

Mr. Walsh said that it was based on information in a presentation in this same conference room where because of the way this whole taxing district was structured the revenues that would originally go to the City of Bridgeport were earmarked to pay for bonding.

Mr. Mulligan said that his understanding of that was that not all of that revenue would go toward bonding so that some revenue would be received just not the full amount.

Mr. Rodgerson asked Mr. White if there was a nondiscretionary portion of the City Council budget.

Mr. White answered that every line item is subject to approvals.

Mr. Rodgerson said that he was looking at money that is available to them to pay for this and was wondering if the City Council's budget had a sum of money that hadn't been appropriated to anything in particular.

Mr. White answered that there was a line item for Management Services for \$7,500.

Mr. Rodgerson said that a threshold of \$7,500 had been picked for the last management contract and asked what that was predicated on.

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Mr. Mulligan said that it was predicated on the item not having to go out to bid so that any contract for Management Services could be selected by Council.

Mr. White said that there was another line item that was not labeled and he believed it to be \$42,000 for “other services”.

Mr. Rodgerson said that he was reminded of another consulting contract in which the City Council awarded a \$7,500 contract but ended up paying out over \$11,000. The project never went out to bid and the person who got it is now doing a number of years in federal prison. Mr. Rodgerson said if Committee were to move forward with this contract, it should go through the full RFP process and RFP depot, not the Council’s discretion.

Mr. Paoletto said he agreed with Mr. Rodgerson on that point. He said that he disagreed with this resolution, adding that he believed that \$7,500 in a multi-million dollar project like this with these entities that already have been working on it for a number of years would do no justice. He said that he would be willing to revisit this in the future and was torn because he believed that something should be done, but did not believe that this was the answer at this time. He said that one month from the time of this meeting, when these issues were before the Committee was the appropriate time to start making those types of decisions and if the Committee were going to hire a consultant it should be for a higher dollar amount and cover the full process. He said that a consultant hired now would be behind in the process because the consultants hired by the City had been working on it for so long. Mr. Paoletto said that he thought the item should be tabled tonight for future reference or denied and resubmitted by the sponsor.

Mr. Mulligan asked Ms. Curran if the language in her resolution where it said “consultant to review and analyze all real estate and or financing documents” should be amended to delete real estate, leaving only financing documents.

Ms Curran was admittedly not sure of the nature of the documents and said that she could be more specific in her language with the help of Mr. Lavernoich. She addressed Mr. Paoletto’s point, saying that while the issues were not currently before them, when it was brought up again in three weeks, she did not want to hear that there was no time to address it adding that she was just trying to be proactive. Ms. Curran took issue with Atty. Anastasi’s statement about being divisive saying that there was nothing divisive about the Committee doing its job. She said that she wanted Bridgeport to be protected in case the developer left after five years, declared bankruptcy or there wasn’t enough market to sustain his retail. Ms. Curran said that she knew of a consultant that had worked with the ULI and that she’d been told that such a consulting engagement would take no more than two days to review those significant areas that delineate where the taxpayer could be on the line. She said that she deferred to anyone else’s language and that if the Committee wanted to spend more money that was fine.

Mr. Paoletto asked Ms. Curran to confirm that she'd spoken to someone who specializes in this area that would be able to do this for a fee of \$7,500.

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Ms. Curran said that she was told that the person would most likely do it just for expenses.

Mr. Paoletto said that in that case, he was definitely not in support of it because it seemed that Ms. Curran already had someone in mind and he agreed with Mr. Rodgerson that if this was going to be done it should go through the full RFP process.

Ms. Curran said that she happened to know the person who'd worked with the Mayor to bring the Urban Land Institute to Bridgeport but that he was no personal friend of hers. She said that his organization had already been vetted by the City and was already in the system, much like McGladrey & Pullen. She said she had no interest in seeing any particular person do this and that her only interest was to be timely and have the best qualified people assisting them when they had to take on these documents and she didn't know of anyone on the Council or on the Contracts or Budgeting Committee with that background.

Mr. Walsh asked if it would be more palatable to the members of the Committee if the resolution were worded so that if this resolution passed, it would empower the leadership of the Council to appoint a Selection Committee adding that at least that way, they would have something in motion.

Mr. Mulligan said that in the course of discussion there had been three possible amendments, but none had been made: one to limit it to \$7,500, one to limit it to financial review and a third to have a typical RFP operation set up but that at this time there were no proposed amendments and they only had item 09-06 before them.

Mr. Rodgerson suggested this be sent through RFP Depot and the committee would have to ultimately approve the contract anyway.

Mr. Paoletto said that there were still too many open issues with the resolution.

**\*\* MR. PAOLETTO MOVED TO DENY THE RESOLUTION.  
\*\* MOTION DIED FOR LACK OF SECOND.**

Mr. dePara asked if it would not be more prudent to begin putting together an RFP and limit the scope of that RFP at the time of this meeting or else table the item while the sponsor prepared something more palatable to the Committee.

Mr. Paoletto said that that was why he moved to deny and that he should have included that if the sponsor of this item was going to do that, then the item before them should be denied and a new one drafted.

Mr. dePara said he felt that this resolution had merit and it wasn't the essence of the resolution being debated but the outcome and that if the Committee so chose, they could amend this resolution to fix that and then just put it out on RFP Depot.

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Mr. Pacacha said that under the purchasing ordinance, professional services purchased for \$25,000 or less need not be advertised or put on RFP Depot.

**\*\* MR. RODGERSON MOVED TO AMEND THE ITEM TO AUTHORIZE THE CITY COUNCIL STAFF TO STRUCTURE AND ISSUE AN RFP BY THE FOLLOWING MONDAY TO BE ADVERTISED WITH THE INTENTION THAT PROPOSALS BE REVIEWED BY THE TIME OF THE NEXT CONTRACTS COMMITTEE MEETING**

Mr. Paoletto said that it was more advantageous for the sponsor to work with the City Administration to define and refine the scope of the resolution, adding that he was in agreement with the intent and essence of the item but not its content.

Mr. Rodgerson said that if Ms. Curran were to sit down with the administration to structure an RFP and that RFP's scope was too wide or too narrow and was rejected, they will have lost nothing but if the Committee wanted to ensure that this got out in a timely manner so that they'd have the option of retaining a consultant, he was willing to have the City's staff expend a few hours to structure the RFP.

Ms. Curran said that after listening to Mr. Rodgerson, Mr. Paoletto and Mr. dePara, she wanted to meet with Mr. Lavernoich to come up with something that could be put into an RFP that would meet their purposes, show that they were not being divisive, and that they would augment the good information they were getting with their own information so that everyone would end up ahead. She said that she would be willing to amend or table the item, whichever the Committee preferred so long as it did not end up in a time bind.

Mr. Paoletto asked Mr. Lavernoich if he would be willing to sit down with Ms. Curran to define and refine the contents of her resolution

Mr. Lavernoich said that he didn't know if it was entirely the role of his office but what he could do was talk more completely about what the current firms were doing so that if there was a gap found in the information that could be defined.

Ms. Curran said that this would help.

**\*\* MS. CURRAN MOVED TO TABLE ITEM 09-06 IN FAVOR OF MORE INFORMATION.**

**\*\* MR. RODGERSON SECONDED.**

**\*\* MOTION PASSED UNANIMOUSLY.**

**182-06 Proposed Professional Services Agreement with the Rufus Wells Group, LLC. Regarding Minority Business Enterprise Program Services.**

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Mr. Mulligan said that there was a motion at the last committee meeting to approve this item by Councilwoman Colón and that there was no second to that motion.

**\*\* MR. PAOLETTO MOVED TO APPROVE ITEM 182-06.  
\*\* MS. COLÓN SECONDED.**

**\*\* MR. DEPARA MOVED TO TABLE ITEM 182-06.  
\*\* MR. RODGERSON SECONDED.**

*Mr. dePara, Mr. Rodgerston and Ms. Curran voted to table.  
Mr. Paoletto, Ms. Colón and Mr. Mulligan opposed.*

**\*\* MOTION FAILED BECAUSE OF TIED VOTE.**

Mr. Rodgerston requested that the Chair move this item to the end of the agenda so it could be considered while the other items on the agenda were addressed.

Mr. Paoletto objected on the grounds that this was the fourth meeting to discuss this item.

**\*\* MS. CURRAN MOVED TO HAVE A FIVE MINUTE RECESS.  
\*\* MR. DEPARA SECONDED.  
\*\* MOTION PASSED WITH ONE OPPOSED: MR. PAOLETTO**

*The meeting was recessed at 7:10 p.m. and called to order again at 7:25 p.m. by Mr. Mulligan.*

Mr. dePara asked Mr. Feeney and Ms. Caviness what the City's Purchasing Agent's opinion was on this RFP and its selection process in comparison to other RFPs.

Mr. Feeney said that he wouldn't know and would refer back to the Board of Public Purchases who approved the RFP.

Mr. dePara said that he'd looked at the notes from the Board of Public Purchasing meetings and there was no discussion on this item.

Ms. Caviness explained that this was because at the first meeting there was no quorum so the item was not discussed and by the second meeting, the Board had been provided with a binder of information with which to make their decision on the item.

Mr. dePara asked who was on the Selection Committee.

Ms. Caviness answered that Dr. Ralph Ford, Mr. Mike Lupkas and Mr. James Money were on that Committee and that Dr. Ford abstained and there were two other members didn't show. She didn't know the other two member's names but offered to get them for the Committee.

Mr. Feeney said that they had a quorum and voted in the affirmative to pass.

Ms. Curran said that she'd voted for the ordinance but had a concern about this entire contract in its present form. She said that one of the major issues was the amount of money put aside for each phase of the project as it was more than double the amount for the other respondents. She said that they'd been told that it was because of confusion between a three-year and a one-year contract but that the contract that contained these numbers was a one-year contract and on year was the only timeframe that was mentioned. She said that she was not an obstructionist but that these documents were not clear and complete, and they raised more questions than they answered. She said that she saw in the Rufus Wells submission that they had a 15% override for management and administrative costs for consultants and subcontractors after stating in their RFP that they had the resources and materials available to do this job. Ms. Curran didn't think there should be a 15% override on these fees and thought that the fees themselves were sufficient. She questioned the breadth of the work being done as it seemed to her that some of the tasks could be done in a month's time and should not cost \$200,000 to. Ms. Curran said that another issue that concerned her was the inclusion of Hector Diaz' resume in the Rufus Wells Group's submission it's not being called out in the conflict of interest statement. She said that in the notes from the June 13th meeting of the Board of Public Purchases there was a motion to approve by Mr. Money, which was seconded by Mr. Lupkas and passed subject to the receipt of a No Conflicts Form submitted to the City Attorney's Office for approval and asked if she was to assume that the City Attorney saw the conflict of interest forms and approved the fact that it says there was no one who worked for the city or had a relative who worked for the city involved in this project..

Mr. Feeney said that Hector Diaz was not an employee of the City of Bridgeport but that his father serves as the Town Clerk. He said that The Rufus Wells group had submitted a correction in the form of a one-page memorandum which had been submitted to the Committee. Mr. Feeney said that part of the RFP Process was the Contract Terms and Requirements and read those Contract Terms and Requirements as follows: "the terms of the agreement will be for up to two years beginning after the agreement is approved by the city and shall commence within the next five days of receipt of a notice to proceed or up to such date specified in the notice to proceed. The agreement may be extended for one additional year at the City's sole option." Mr. Feeney said that he believed that in the reading or interpretation by the Rufus Wells Group that this would potentially be a three year contract and that the City later narrowed the project down to one year. He added that a project plan using Microsoft Project had been submitted to further detail what timeframes certain thing would be done in within the course of the year.

Mr. Mulligan said that it seemed to him that all of the respondents understood that it was a two-year contract with a possible one-year renewal and that he recalled that at a previous meeting there was a comment that the Wells group thought it was three years and it turned out to be one year but that all of the bidders assumed at one time that it was two years plus a possible additional year and they submitted their proposals and then apparently after that occurred there was this reduction to one-year.

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Mr. Feeney said that this was correct and that they'd negotiated with the Wells Group for the one year contract following that. He added that The Rufus Wells Group was selected through a quality-based selection process and that price was a small factor, not a major one. The experience of the Rufus Wells Group was the major factor in selection.

Ms. Curran said that if the Rufus Wells Group numbers were divided by three years, they were still significantly higher than the other respondents and she felt that price should have weighed more heavily in the decision making process.

Atty. Pacacha said that typically, a No Conflicts form would be sent to the Purchasing Agent and if a question were raised with regard to it during their review it would be forwarded to the City Attorney's Office.

Atty. Anastasi added that there was seldom a day when questions were not raised to them by the Purchasing Board but that he did not remember a question being raised to them on this issue. He also added that this concern was raised in a previous meeting and action had been taken at the CAO's level to ensure that an appropriate disclosure had been filed.

Mr. Mulligan read a letter (see attached) into the record from Rufus Wells to Councilman Richard Paoletto dated July 13th, 2007, stamped "received" on July 17th and submitted to the Committee.

Mr. White said that at the July 10th meeting, it was requested that he conduct an analysis which he prepared in the manner that the Board of Public Purchases would for a Quality Based Selection Process and submitted that analysis at the July 30th meeting. He'd served on the Board of Public Purchases for four years, 3 ½ of those as chair and he was replaced when he became an employee of the Council and it was determined that his appointment to the Board presented a conflict of interest. Mr. White said that there was no indication that the board of Public Purchases did in fact conduct an analysis and that it may have been discussed but such a discussion was not included in the meeting notes. He said that in the actual proposal from the Rufus Wells Group on page 63 it said that "None of the persons listed herein is related by blood or marriage to any City of Bridgeport government official or employee", adding that "herein" meant "in the proposal" and Hector Diaz was named in the proposal. He said that this would have been seen as a conflict of interest by a Board of Public Purchases analysis. Mr. White said that he essentially felt that the Committee needed to discount the conclusion of the Board of Public Purchases and that he felt their process was flawed.

Mr. Walsh asked Mr. Feeney what had been done since the most recent amendment to the ordinance to encourage more minority participation aside from submitting this contract to the Council and what other steps this administration had taken.

Mr. Feeney answered that a whole host of things had been done and listed a few highlights including outreach to minority businesses, training business owners to register with RFP Depot and explaining exactly what RFP Depot is to them. He said that all RFPs that were going out were explaining in detail the ordinance that was recently

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devised and that they've touched base a little bit more on the best practices and good faith efforts and companies now had to demonstrate that they'd reached out to minority businesses.

Ms. Caviness added that one issue that was brought up was that many of the contractors didn't have computers at home and so the City also mailed out hard copies of descriptions of bid opportunities.

Mr. Feeney said that the City's biggest weakness at this time was reaching out to the various populations to get them to register within their system.

Mr. Walsh asked who decided that the cost of a contract would be weighted at 15% and experience and prior performance would be weighted at 30%.

Mr. Feeney said that the administration; he and Ms. Caviness had decided this as part of the qualification-based selection process.

Mr. Walsh asked if it was common to have cost weighted at 15%.

Mr. Feeney said that for a qualification-based proposal it was and that often the QBS process does not include price.

Atty. Pacacha added that because a contractor is selected through a QBS process, the price is not necessarily accepted and can be negotiated later.

Atty. Anastasi added that if no acceptable agreement is reached with that vendor, the city could negotiate with the next vendor. He then invited the Committee to read article 2.38 of the Code of Ordinances which specifically defines what a conflict of interest would be and stated that the hiring of Hector Diaz, Jr. did not constitute a conflict of interest according to that definition.

There was some discussion as to whether or not Mr. Diaz lobbied for this contract and if that lobbying was legal according to the law of the City of Bridgeport and the State of Connecticut. Atty. Anastasi agreed to look into this and to speak with Mr. dePara about his statement that Mr. Diaz lobbied him.

Mr. dePara asked what would be done to ensure that Bridgeport-based businesses would be reached out to and selected for contracts and what the plan of the Rufus Wells Group was to reach out to Hispanic craftsmen, tradesmen and contractors as language could be a hindrance for those contractors and he did not want to see huge cross section of Bridgeport left out of this ordinance.

Ms. Caviness said that Mr. Wells said he'd be bringing on more Spanish speaking persons and would also be marketing through Spanish radio programs and Spanish newspapers and developing partnerships with Hispanic organizations within the city.

Mr. Blunt added that in the original Minority Contract Ordinance there is a shelter clause that directly addresses that Bridgeport-based businesses and business owners would be favored.

Sen. Gomes said that some of the questions being asked were already asked and presumably answered in the original discussions of the MBE ordinance and so were covered in that ordinance and that Hispanics as minorities had been included in this from the beginning.

Mr. dePara asked about the long term goal of this project.

Mr. Feeney said that the ultimate goal was to have the City take over the execution of the ordinance and that the Rufus Wells Group would take steps to help them get to that point including training in-house staff.

Mr. Walsh said that there was language in the contract that said that the City could terminate the contract at any time but that there was no language that quantified the goal of the agreement after on year's time and he thought that everyone wanted to see a commitment and asked that the administration get that from Rufus Wells.

Mr. Feeney said he felt that that was provided and that Mr. Wells would be reporting on their progress on a quarterly basis.

Mr. dePara asked why reprogrammed CDBG Funds would be used.

Ms. Caviness said that this contract fit the national objective of providing services to low to moderate income persons.

Mr. dePara said that he did not agree with using those funds for this project and that they could be better used for social service and non profits programs to benefit food pantries, youth and seniors and that Bridgeport should look within its own coffers for funding for this.

Ms. Curran asked about the fee schedule and referred to Section C where it said "not to exceed \$200,000. She asked if this was an all encompassing total.

Mr. Feeney answered that it was.

Mr. Blunt recommended that the Committee amend the resolution to add benchmarks to it.

*Mr. Panuzio and Mr. Nealon left the meeting at 8:45 p.m.*

**\*\* MR. PAOLETTO MOVED TO HAVE A FIVE MINUTE RECESS FOR COUNCILMAN BLUNT AND COUNCILMAN WALSH TO WORK OUT THE LANGUAGE OF AN AMENDMENT.**

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- \*\* MS. COLÓN SECONDED.
- \*\* MOTION PASSED UNANIMOUSLY.

*The meeting was recessed at 8:45 p.m. and called to order again at 9:00 p.m. by Mr. Mulligan.*

- \*\* MR. PAOLETTO MOVED TO AMEND ITEM 182-06 TO ADD THAT THE RUFUS WELLS GROUP PROVIDE THE CITY OF BRIDGEPORT WITH QUARTERLY GOALS RELATIVE TO INCREASES IN MINORITY CONTRACTING, EMPLOYMENT OF MINORITIES AND BRIDGEPORT RESIDENTS AS WELL AS USE OF BRIDGEPORT BUSINESSES PRIOR TO ENTERING INTO THE CONTRACT.
- \*\* MS. COLÓN SECONDED.
- \*\* MOTION PASSED UNANIMOUSLY.

Mr. Walsh asked if Exhibit 1, Section C and Exhibit 2, the Gantt chart were included in that amendment.

Mr. Paoletto submitted Exhibits 1 and 2 (see attached) for the record.

- \*\* MR. PAOLETTO MOVED TO FURTHER AMEND ITEM 182-06 TO INCLUDE EXHIBITS 1 AND 2 INTO THE CONTRACT.
- \*\* MS. COLÓN SECONDED.
- \*\* MOTION PASSED UNANIMOUSLY.
  
- \*\* MR. PAOLETTO MOVED TO APPROVE ITEM 182-06 AS AMENDED.
- \*\* MS. COLÓN SECONDED.
- \*\* MOTION PASSED WITH ONE OPPOSED: MS. CURRAN.

**214-06 Proposed Agreement with Robinson & Cole, LLP for government relations and lobbyist services.**

Mr. Williams introduced Ms. Campion from Robinson & Cole, LLP and told the Committee that it was invaluable to have a lobbyist in Hartford to deal with the hundreds of bills that are submitted every year, to help champion to bring money back into the City and to work with the legislative delegation. He then invited Ms. Campion to tell the Committee of Robinson & Cole's successes throughout the year.

Ms. Campion said that it had been a privilege to work on behalf of the City and the issues that the Council and its constituents champion. She submitted a packet of information about Robinson & Cole to the Committee Members and said that the City of Bridgeport had six fulltime lobbyists at Robinson & Cole and two coordinators. She showed the Committee a number of bills that Robinson & Cole lobbies for on their behalf and added that there were tons of bills that they keep track of for the City and they make sure that Bridgeport's voice is heard on these issues. She said that Robinson & Cole plays a supportive role and acts as a conduit of information for the City.

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Ms. Curran asked what specifically their services delivered.

Ms. Campion said she could not take credit for any particular initiative passed on their behalf but that what they'd done was read every single bill, every amendment and every proposal that was out there to try to make sure that the City had the opportunity to respond to and stay on top of those things. Ms. Campion submitted to the Committee the OLR Research Report and explained that the Office of Legislative Research (OLR) is a non-partisan office that summarizes the legislation each year and that she thought that this might be of interest to the Committee because there were some terrific highlights in the report. She also submitted a report of Statutory Formula Grants to the Committee to familiarize the Committee with them and how they've changed over the past year.

Mr. Walsh said he was concerned with and referred to the letter from Keith J. Stover to Michael Feeney, dated July 17th, 2007 on the second page where it said "Compensation for these services shall be \$50,000 for the City of Bridgeport's 2007-2008 fiscal year to be billed as follows: \$25,000 in July 2007 and \$25,000 in January 2008" Mr. Walsh said that he thought that the bulk of the work is done after January 2008 and he said he didn't see why they would be paying half of the entire amount during the period when it seemed that they would be doing the least amount of work.

Atty. Anastasi said that historically as an administration they'd used lobbying services year-round.

Mr. Walsh asked Atty. Anastasi to check to see if the current contract was worded the same as the previous one.

Atty. Anastasi read the previous contract aloud saying compensation shall be \$50,000 for the 2005-2006 fiscal year to be billed as follows: January through October, \$5,000 per month, for the extension period through the end of 2005-2006 fiscal year and on June 30, 2006 the fee would be an additional \$25,000 to be billed again at \$5,000 per month from January through May, 2006.

Mr. Mulligan asked if there was a contract between 2006 and 2007.

Atty. Anastasi said he didn't know that there was a written contract submitted to the Council and his understanding was that apparently the services continued on some basis

Mr. Mulligan asked if the services had continued on the same terms.

Mr. Feeney answered that they had.

Mr. Mulligan asked if it was true that this contract was terminable in 30 days without cause.

Ms. Campion answered that this was true and that it was standard with all of Robinson & Cole's lobbying contracts.

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Mr. Mulligan asked if that was a legal requirement.

Ms. Champion answered that she wasn't sure if it was a legal requirement but that it was the operating procedure of Robinson & Cole. She also mentioned that the issue of ethics was very important to Robinson & Cole and that through one of their other clients they were subjected to one of the first lottery of audits by the Office of State Ethics this year and passed with flying colors.

Mr. Walsh asked if this would be billed monthly.

Ms. Champion said that when compared the previous year's contract, the bottom line amount hadn't changed but the way that amount was proportioned had.

Mr. Feeney suggested that they could change the billing to a quarterly cycle with the option to go back to monthly in the future.

Mr. Walsh said that he'd rather this be billed and paid monthly and Ms. Curran agreed.

**\*\* MR. PAOLETTO MOVED TO AMEND ITEM 214-06 TO REPLACE  
"PAID AS FOLLOWS: \$25,000 IN JULY 2007 AND \$25,000 IN JANUARY  
2008 WITH "BILLED AND PAID MONTHLY IN EQUAL  
INSTALLMENTS OF \$50,000".**

**\*\* MS. CURRAN SECONDED.  
\*\* MOTION PASSED UNANIMOUSLY.**

**\*\* MR. PAOLETTO MOVED TO APPROVE ITEM 214-06 AS AMENDED.  
\*\* MR. RODGERSON SECONDED.  
\*\* MOTION PASSED UNANIMOUSLY.**

**215-06 Proposed Agreement with Panuzio & Giordano Public Affairs, LLP  
(PGPA) for lobbyist services.**

Mr. Williams spoke on behalf of Panuzio & Giordano Public Affairs, LLP and submitted a summary of their successes in Washington lobbying on behalf of the City.

Ms. Curran noted that this agreement said that the fee of \$4,000 per month would be billed semi-annually and that it should be billed monthly and that she was concerned with the "charge for pre-approved direct expenses for travel, lodging and meals" because she felt that they would be traveling for other clients at the same time. Ms. Curran wanted to know how much this had cost in the past and asked if those bills were on record.

Mr. Feeney said that he could get them.

Mr. Paoletto said that he respected Ms. Curran's concern but was comforted by the inclusion of "pre-approved" saying that the City would have to approve any travel, lodging or meal expenses before they were submitted.

Ms. Curran said that she wanted the Committee to have a copy of last year's expenses.

Mr. Walsh expressed his concern that there was no minority outreach for this contract and the entity that last held it was simply being considered for it again instead of it going through the whole RFP process.

**\*\* MR. PAOLETTO MOVED TO AMEND ITEM 215-06 TO REPLACE  
"BILLED SEMI-ANNUALLY ON THE FOLLOWING DATES: JULY 1,  
2007 AND JULY 1, 2008" WITH "BILLED MONTHLY".  
\*\* MS. COLÓN SECONDED.  
\*\* MOTION PASSED UNANIMOUSLY.**

**\*\* MR. PAOLETTO MOVED APPROVE ITEM 215-06 AS AMENDED.  
\*\* MR. RODGERSON SECONDED.  
\*\* MOTION PASSED UNANIMOUSLY.**

#### **ADJOURNMENT**

**\*\* MR. PAOLETTO MOVED TO ADJOURN.  
\*\* MR. RODGERSON SECONDED.  
\*\* MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 9:50 p.m.

Respectfully submitted,

Jessica Schroder  
Telesco Secretarial Services

**BRIDGEPORT CITY COUNCIL  
CONTRACTS COMMITTEE – SPECIAL MEETING  
September 13, 2007**

**ATTENDANCE:** Committee Members: Richard Paoletto, Jr., Chair; Tom Mulligan; Leticia Colón; Angel dePara, Jr.; Donna Curran (6:15 p.m.)

**STAFF:** David Dunn, Sr. Labor Relations Officer; Lawrence Osbourne, Labor Relations Acting Director; Elizabeth Rivera-Rodriguez, Emergency Preparedness Coordinator; Lew Samatulski, Police Captain; Brian Rooney, Fire Chief

**CALL TO ORDER**

The meeting was called to order at 6:05 p.m. by Mr. Paoletto.

**Approval of Committee Minutes of August 14<sup>th</sup>, 2007**

- \*\* MR. DEPARA MOVED TO ACCEPT THE AUGUST 14<sup>TH</sup> MEETING MINUTES AS SUBMITTED.**
- \*\* MS. COLÓN SECONDED.**
- \*\* MOTION PASSED UNANIMOUSLY.**

**232-06 Proposed Memorandum of Understanding (MOU) with the University of Bridgeport for Emergency Preparedness.**

Ms. Rivera Rodriguez explained that in the event of a public health emergency or city-wide event that would require mass prophylaxis for the citizens of Bridgeport, the University of Bridgeport had agreed to allow the Bridgeport Health Department the use of their Wheeler Recreation Center as a mass dispensing site for injections, prophylaxis, and/or antibiotics for the community.

Mr. Mulligan asked if the Recreation Center was the only facility that would be used.

Ms. Rivera Rodriguez said that there would probably be other buildings but at this time, only the Wheeler Recreation Center had been identified.

- \*\* MR. DEPARA MOVED TO ACCEPT ITEM 232-06.**
- \*\* MR. MULLIGAN SECONDED.**
- \*\* MOTION PASSED UNANIMOUSLY.**

Mr. Paoletto asked that the item be put on the Consent Calendar.

**243-06 Tentative Agreement with the Bridgeport Firefighters, Local 834  
Regarding Their Bargaining Unit Contract.**

Mr. Osbourne and Mr. Dunn distributed copies of the *Off-the-Record Tentative Agreement between IAFF Local 834 and the City of Bridgeport* and the attached cover letter and copies of the *Negotiated City of Bridgeport Salary Increases – 2003 to Present* comparison chart to the Committee Members.

Mr. Dunn said that this was a five year agreement, the term of which began on July 1<sup>st</sup>, 2004 and would end on June 30<sup>th</sup>, 2009. He reviewed the salary increase comparison chart before the Committee and explained how the tentative agreement with the Fire Department compared to the wage settlements that had been negotiated with other city unions. He said that wages were the foremost issue for the Firefighter's union so their wages had been set all the way out into 2009. He said that the last wage adjustment would be on June 30<sup>th</sup>, 2009 in the amount of 2.75% and that this was an adjustment that the City conceded to the union because they'd agreed to drop their grievances regarding the Engine 5 closing. The union had gone to court and to the Labor Board and they were at one time picketing and demonstrating about the Engine 5 closing.

*Ms. Curran arrived at 6:15 p.m. at which time Ms. Colón left the meeting.*

Mr. Dunn continued, saying that the Fire Department had now been operating for over two years with Engine 5 closed and that he thought that the Fire Department was running quite well. He said that the union agreed to withdraw all those issues in exchange of a 2.75% increase which would be payable on the last day of the contract. He said that the purpose of having the adjustment applied on the last day of the contract was to transfer the cost of the adjustment to the next fiscal year. He went on, saying that there were some other major changes in the contract including reducing the manning provisions of the contract from 64 employees per shift to 61 employees per shift and since there were four shifts, this would mean that 12 fewer positions would be on the budget going forward. Mr. Dunn then reported that all the medical insurances for the Firefighter's union were comparable with very minor exceptions to some of the other unions. He said that this union had agreed to the co-pay and premium sharing arrangement that all the other city unions were currently paying and the insurance plan had been changed to have \$20 deductibles and so their employee contribution would be 12% and all drug co-payments would increase and be mandatory mail. He said that the mandatory mail prescriptions was an administrative requirement and applied to maintenance drug plans.

Mr. dePara asked if the reduction in staff would put the public in harm's way.

Chief Rooney said that he wished he had 20 more employees or even 50 more and that any fire chief in any city would say the same but that he had to work with what the City would allow him. He said that the City had budgeted \$1.3 million less for the Fire Department than they had two years ago, forcing him to make a cut. He said that he didn't agree with the cut but that the department had been operating with that cut for two years with no problem. Chief Rooney said that the cut was made in a firehouse where

there were four engine companies and one was taken out so there were still three companies running out of that firehouse so the area was still adequately covered.

Mr. Paoletto agreed that the benefits for the Fire Department were in line with those for the other unions in the City and commended Mr. Dunn and his office for bringing the agreement to this stage.

Mr. dePara asked what the current employee contribution to medical benefits was.

Mr. Dunn answered that the contribution for single employees was currently 2.5% and the contribution for families was currently 7.5% and that this was the toughest issue dealt with in the course of discussion. He then spoke of the civilianization of the communications center, saying that there was a new 911 center being built at the former Producto Site and that the union had agreed to leave that as an open issue. He said that the union would not at this point agree to allow the civilianization of jobs there and that there were currently lieutenants dispatching and answering the phones and that this was an outdated system. He said that the ideal was to have professional civilian dispatchers in those positions and for the department to be combined with the police department and that the Police union had agreed to that a number of years ago. Mr. Dunn said that there would be issues with this because the Firefighter's union saw this as a loss of jobs and they would be revisiting this issue shortly.

Ms. Curran referred to item 11 under III-Other Items on page 2 of the *Off-the-Record Tentative Agreement between IAFF Local834 and the City of Bridgeport* and asked what was meant by "Holiday pay will be calculated based upon a 12 hour work day for line personnel and a 7.5 hour work day for non-line personnel".

Mr. Dunn explained that there were two groups in the fire department, one being the actual firefighters which were classified as line personnel and another group consisting of the administrative division, support staff, Fire Marshals, the Training Division and basically everyone who worked day shifts and didn't put out fires who were all classified as non-line personnel. He said that the day workers would get 7½ hour pay for holidays while those who worked 12 hour shifts would get 12 hours of holiday pay.

Ms. Curran asked if firefighters were paid double time for working holidays.

Mr. Dunn said that they were not.

Ms. Curran asked if the \$40 hour stand-by pay referred to in item 1 under IV-Additional Union Proposals the City Will Accept or Counter would be per hour, day, or shift.

Mr. Dunn said that it would be per day.

*Chief Rooney excused himself from the meeting at 6:25 p.m.*

Mr. Mulligan asked what period of time the 2.75% salary adjustment represented.

Mr. Dunn explained that the next time he entered into discussions on this with the union, that he'd tell them that their pay had been adjusted 2.75% and therefore when negotiations began they would be looking at 2010. He said that the union would tell him that the adjustment had occurred in 2009 in the last contract and that they wanted another pay raise but they wouldn't get a pay raise on June 30<sup>th</sup> and another on July 1<sup>st</sup>. He said that this was somewhat unusual and technically the period of time it represented was only one day, June 30<sup>th</sup>, 2009. He said that one could think that a pay raise was for a full year but the reality was that in the public sector, when one thought about pay raises one was better off looking at them to see how they affected the base pay and where the base pay stood at the end of the term of the contract.

Mr. Mulligan asked if that was explicit in the contract.

Mr. Dunn said that it was explicit and said that a pay raise of 2.75% would be applied on June 30<sup>th</sup>, 2009 to the employees' base pay and would not be a lump sum or a bonus. He said that the union would ask how much pay was increased over the period of five years but that he could counter, saying that they'd gotten six pay raises over a period of 60 months, the last of which would take them to month 72.

Mr. Mulligan asked if the issue of retired employees having 15 years of unused vacation time at the time of retirement had been resolved.

*Chief Rooney returned at 6:30 p.m.*

Mr. Dunn answered that employees were still allowed to bank any earned but unused benefit, vacation time or holiday and get paid for them at the time of retirement but that there were limitations on how much an employee could accumulate and for how long.

Ms. Curran asked how much the monthly insurance premium was.

Mr. Dunn guessed that it was about \$1500 per month for a family and \$600 for a single employee so the 12% contribution would be \$180 per month for families and \$72 per month for single employees. He said that this may be seen as beyond the means of employees but that this contribution was similar or identical to what was offered to public employees across the State.

**\*\* MR. MULLIGAN MOVED TO ACCEPT ITEM 243-06.  
\*\* MR. DEPARA SECONDED.  
\*\* MOTION PASSED UNANIMOUSLY.**

Mr. Paoletto asked that this item be placed on the consent calendar.

### **ADJOURNMENT**

**\*\* MR. DEPARA MOVED TO ADJOURN.**

**\*\* MR. MULLIGAN SECONDED.**  
**\*\* MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 6:37 p.m.

Respectfully submitted,

Jessica Schroder  
Telesco Secretarial Services

**CONTRACTS COMMITTEE of the CITY COUNCIL  
CITY OF BRIDGEPORT  
WEDNESDAY - OCTOBER 10, 2007  
6:00 P.M.**

**ATTENDANCE:** Council members: Paoletto, Mulligan, de Para, Pivrotto, Colon, Curran

**ABSENT:** Council member: Rodgeron

**OTHERS(s):** John Ricci; Airport Manager, Larry Osborne; Acting Director Labor Relations, Jodi Paul; Labor Relations, Dr. Marian Evans; Director of Health & Social Services

Council member Paoletto called the meeting to order at 6:08 p.m.

Approval of Committee Minutes of September 13, 2007

**\*\* COUNCIL MEMBER dePARA MOVED TO ACCEPT THE MINUTES  
\*\* COUNCIL MEMBER MULLIGAN SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

**251-06** Lease Agreement with N.E. Hangar Development, LLC. regarding portion of abandoned ramp/runway number 16.

Mr. John Ricci, Airport Manager stated this item pertained to a lease for a portion of an abandoned runway that is currently unused. It will be used for T-hangars and it has all the necessary approvals, but the lease requires approval from the committee to go through.

Council member Curran asked if the lease was with Bridgeport or Stratford. Mr. Ricci said the lease was between Bridgeport and the N.E. Hangar Development. It required zoning approval from Stratford and that was obtained.

Council member Curran asked how long the lease was for. Mr. Ricci said it was for 25-years and renewable in five year increments.

Council member Curran asked if the lease would be impacted by the State of CT. Mr. Ricci said no.

Council member Curran asked what they were paying. Mr. Ricci said they would pay \$780.00 per month for each unit.

Council member Curran asked what would be charged in that amount. Mr. Ricci said there wouldn't be any snowplowing or maintenance. It will be more like a condominium set up, where they do their own repairs and snow plowing. They sell the T-hanger to the occupant and charge

them a monthly fee, but they start paying in units of 10, and when it's developed, it will be another unit of 10.

Council member Curran commented that the price seemed to be below market price. Mr. Ricci said it was pretty much in line with what they were doing elsewhere in the field.

Council member Mulligan asked the term of the lease. Mr. Ricci said it was 25 years with a four or five year renewal.

Council member Paoletto commented that getting Stratford approvals must have been somewhat of a task. Mr. Ricci said he didn't participate directly in the approval process, but he thought it was a win win situation for both parties.

Council member Mulligan asked how the development was doing. Mr. Ricci said they met with the Stratford Town Council and they were looking for payment in lieu of taxes. The town council didn't reject it, but they formed a committee to study the impact to assure it's the right thing to do.

\*\* COUNCIL MEMBER dePARA MOVED TO APPROVE

\*\* COUNCIL MEMBER CURRAN SECONDED

\*\* MOTION PASSED UNANIMOUSLY

\*Consent calendar

258-06 Tentative Agreement with New England Health Care Employees Union District 1199, SEIU (Social Workers Unit) regarding their bargaining unit contract.

Mr. Larry Osborne of Labor Relations and Ms. Jodi Paul addressed the committee. Mr. Osborne distributed copies of the *Tentative Agreement between the City of Bridgeport and Social Workers, Local 1199*. He reviewed the highlighted bullet points and stated that the first contract pertained to the affiliated members of local 1199 for healthcare. There are nine (9) employees and negotiations began January 2007 with Mr. Winterbottom and recently completed this year. He reviewed Section 19.1 that outlined *step 1 through 5* reflecting current employee salary and denoting their salary increase. He explained that an employee previously had a \$10.00 co-pay, but it will now be a \$20.00 co-pay; the specialist co-pay will be \$40.00 effective July 1, 2008; and the three tier co-pays will be \$5.00 - \$10.00 - \$25.00 for prescription drugs. The duration of the contract began on May 1, 2007 and will go through August 2008 with the 3% increase effective.

Mr. Osborne referred to the PATHS clinician and noted that this position will carry a salary of \$38,000.00 for a 10-month period, he noted this was a grant position.

Council member dePara asked if there was any movement on the city side to find monies to continue the additional benefit. Mr. Osborne said that could be looked into.

Mr. Osborne reviewed *Carmen Ayala's* salary is \$57,075.00, but with the 7/1/07 3% increment, she will see a salary of \$58,787.00 and she will be entitled to increments thereafter. She's in the union now but her salary exceeds the steps. It was further noted that she has been working with the city going on 20 years, since 1987. He reviewed *Tina Lang's* and noted that she has been a 12-year employee. She works a 21-hour week and her salary will remain at \$32,766.80 with no increase, since she only works a 21-hour week.

Council member Curran asked if they had part-time employees receiving benefits. Mr. Osborne said the 20<sup>th</sup> hour triggered benefits and Ms. Lang was classified as full-time because she works 21-hours, which is full time for her position.

Council member Mulligan asked what her position entailed. Mr. Osborne explained she was a social worker that works with youth and she serves a key position, so this was agreed to, but there won't be any increase. Ms. Paul pointed out the agreement was attached to the document dated 9/27/2002; she noted the status has been the same since then, so they just continued the contract, but again, there won't be any increase. Mr. Osborne recalled that he questioned the full-time salary status for a 21-hour work week, but she was found to be a very valuable employee.

Council member dePara asked about the possibility of increasing her work week to be more in line with her salary. Mr. Osborne said Ms. Lang was unwilling to do that, however, it was suggested. Council member Curran commented that she had a concern that consideration wasn't given to moving her out and putting someone else in the position.

Council member dePara asked what program Ms. Lang was with. Mr. Osborne said he didn't have that information at hand, but he said it was a special population of youth that she worked with that are high school teens.

Council member dePara said that depending on what the committee did, he thought that perhaps Ms. Lang or Dr. Evans should come before them to explain the position better. Mr. Osborne referred to the attachment that was distributed that outlined an explanation.

Council member Curran asked if all these position required a master's degree. Mr. Osborne said yes.

Council member Curran asked how the contracts were calculated. Mr. Osborne explained that longevity was based on the number of years of service. For instance, if an employee works five years or more, they start at \$75.00 per year that is capped at a maximum of \$1,500.00

Council member Paoletto returned to the matter of Tina Lang regarding her salary for 21-hours per week. He asked what she specifically does. Dr. Evans said she was a part-time employee that has worked for the city for over ten years and part of her salary comes from the years of service. She's a prevention project coordinator who works in the high schools with high school people that are involved in a theatre group. They go around and teach violence prevention through role play and they also involved in other preventative work. Overall, she is an expert in her field and she has attended national training sessions. Dr. Evans expressed that Ms. Lang was found to be the best at what she does.

Council member Curran asked if the city pays her salary. Dr. Evans said yes, she said she could provide a breakdown if required.

Council member Curran questioned Ms. Lang only working 21-hours. Dr. Evans explained that when you have someone with her experience, it becomes a matter of making compromises vs. risk

of having the program go down hill as a result of that person leaving. She further clarified that it would take years to get another person to implement what Ms. Lang does.

Council member Curran asked if improvement has been seen in the program Ms. Lang oversees. Dr. Evans replied absolutely.

Council member Colon asked when the benefits began for part-time employees. Dr. Evans said they begin at the 20<sup>th</sup> hour.

Council member Curran asked if Ms. Lang was also paid benefits. Mr. Osborne said yes and he reiterated that she was considered to be a jewel in her field.

Council member Mulligan commented that he agreed with the fact that it was hard to get and keep a valuable employee. He felt that sometimes concessions had to be made to keep such a person. He further noted that this sounded like an exceptional case and he wouldn't want to rock the boat, especially when her boss was behind her.

Council member Paoletto said they needed to remember that this agreement was made under a different mayor and union, so he thought that was why the issue was before them, because everyone came to a happy medium.

Council member Mulligan asked why the contract was for only one year and one month. Mr. Osborne said it was an odd timeframe that was presented by the union, but if they aren't happy with it, they will bring it back to the table in July 2008.

**\*\* COUNCIL MEMBER dePARA MOVED TO APPROVE  
\*\* COUNCIL MEMBER COLON SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

\*Consent calendar

#### ADJOURNMENT

**\*\* COUNCIL MEMBER COLON MOVED TO ADJOURN  
\*\* COUNCIL MEMBER dePARA SECONDED  
\*\* MOTION PASSED UNANIMOUSLY**

The meeting was adjourned at 6:45 p.m.

Respectfully submitted,

Diane Graham  
Telesco Secretarial Services