

AGENDA

CITY COUNCIL MEETING

MONDAY, DECEMBER 17, 2012

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation: In Recognition of seven-year-old Bridgeport resident Jeremy Rosa, who organized a food drive that collected nearly 1,000 pounds of food.

City Council Citation: In Recognition of seven-year-old Bridgeport resident Jeremy Rosa, who organized a food drive that collected nearly 1,000 pounds of food.

Filling of Council Vacancy in the 131st District

Continuation of City Council Committee Appointments by Council President

MINUTES FOR APPROVAL:

Approval of City Council Minutes: November 19, 2012

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 09-12** Communication from Central Grants and Community Development re: Grant Submission: State Department of Education for 2012-2013 YSB Enhancement Grant, referred to Economic and Community Development and Environment Committee.
- 10-12** Communication from Central Grants and Community Development re: Grant Submission: State Department of Education for 2012-2013 Youth Service Bureau Grant, referred to Economic and Community Development and Environment Committee.
- 11-12** Communication from Zoning Department re: Proposed Amendment to the 2008 Master Plan of Conservation & Development Chapter 14 – Future Land Use Plan, referred to Economic and Community Development and Environment Committee.
- 12-12** Communication from Library re: Proposed Approval of Consulting Services for the Bridgeport Public Library Facilities Master Plan, referred to Contracts Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 13-12** Communication from L.U.C.R. re: Historic Study Report – 93 Mayflower Drive, Historic Property Designation pursuant to C.G.S. Section 7-147q (f), **ACCEPTED AND MADE PART OF THE RECORD.**

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

- 14-12** Resolution presented by Council Member Vizzo-Paniccia re: Request that Signs be posted at the Discovery Magnet School to enable effective enforcement of speeding, traffic regulations and enhanced penalties for illegal drug violations that read “Drug Free School Zone”, “School Zone Ahead Fines Doubled” and “End School Zone”, referred to Board of Police Commissioners.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *159-11** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection for the 319 NPS Grant Program.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 17, 2012, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

The City Violating the Nage Union
Contract.

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
MONDAY, DECEMBER 17, 2012
6:30 PM**

CALL TO ORDER

Council Pro Tem Bonney called the Public Session to order at 6:52 p.m.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, DECEMBER 17, 2012, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

The City Violating the Nage Union
Contract.

Mr. Young came forward and greeted everyone. He said that he would like to publicly express his condolences for all those who had lost their lives at the recent school shooting in Newtown. Mr. Young said that he would support a total recall of all automatic weapons. Mr. Young went on to mention the victims of gun violence in Chicago, Philadelphia and other locations. He repeated that there was a need to recall all automatic weapons. He said that he would support a ban on automatic weapons and that only police and military personnel should have those weapons. There is no excuse for what happened in Newtown. He encouraged everyone to contact their Senators and Congressmen about this issue to make it safe for all.

Council Pro Tem Bonney then said that there had been additional speakers who had signed up to address the Council.

Clyde Nicholson
Wells Street
Bridgeport, CT 06607

Mr. Nicholson came forward and greeted the Council members. He said that he was grieved by the recent event in Newtown. The U.S. is trying to bring a democratic system to the rest of the world, but this happens. He said that it was time to take this and make it into something better. He said that people need to look at Washington because the leaders stand to the side and watch

City of Bridgeport
Public Speaking
Special Meeting
December 17, 2012

things happen. These automatic weapons are designed to do one thing only. Mr. Nicholson said that the sign in the Chamber advocating total recall of the automatic weapons should go to Washington. He asked the Council should make Bridgeport a Gun Free Zone. Bridgeport's children are at risk. He asked how long this would go on, how many funerals that people had to go to before people stopped this.

Amos Brown

Mr. Amos Brown came forward to address the Council. He said that the question was why God let this happen. He said that Satan had done this, but also commented that God had the right to take whoever He wills. He said that he thanked God for the President and had written to the Justice Department and others about the guns. His own son was murdered in Norwalk. He said that justice should be served. The same groups that were on the streets could walk into this building with an AK-49.

John Marshall Lee

30 Beacon Street
Bridgeport, CT

Mr. John Marshall Lee of Beacon Street came forward and said that the public safety concerns for the young people in town was important.

He then said that he had sent numerous emails to Bridgeport's representatives asking how more positions could be listed in the budget than were filled. He said that he had not received an answer from the Council members. Earlier in the day, he sent a document to the Council Members about the budget process and their responsibilities.

Council President McCarthy took over the chairing of the meeting at 7:10 p.m.

Mr. Lee stated that he had sent an essay about the issues and requested the Council Members to read it. There were numerous questions contained in it, such as who lost their job, when, and other details about the City employees.

Council President McCarthy called Ms. Lopez. Someone from the audience came forward and announced that Ms. Lopez had called and said that she was delayed.

Council President McCarthy then closed the Public Comment session at 7:15 p.m.

Respectfully submitted,

Sharon L. Soltes
Telesco Secretarial Services

City of Bridgeport
Public Speaking
Special Meeting
December 17, 2012

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, DECEMBER 17, 2012
7:00 PM
City Council Chambers
City Hall – 45 Lyon Terrace
Bridgeport, Connecticut

CALL TO ORDER

Mayor Finch called the City Council Meeting to order at 7:15 p.m.

PRAYER

Council Member Lyons led those present in a short prayer.

PLEDGE OF ALLEGIANCE

Council Member Blunt led those present in reciting the Pledge of Allegiance.

ROLL CALL

City Clerk Hudson called the roll.

The following members were present:

130th District: Susan Brannelly
131st District: Denese Taylor-Moye
132nd District: John Olson
133rd District: Howard Austin, Thomas McCarthy
134th District: Michelle Lyons, AmyMarie VIZZO-Paniccia
135th District: Richard Bonney, Warren Blunt
136th District: Angel dePara
137th District: Manuel Ayala, Lydia Martinez
138th District: Richard Paoletto
139th District: Andre Baker

A quorum was present.

Mayoral Proclamation: In Recognition of seven-year-old Bridgeport resident Jeremy Rosa, who organized a food drive that collected nearly 1,000 pounds of food.

City Council Citation: In Recognition of seven-year-old Bridgeport resident Jeremy Rosa, who organized a food drive that collected nearly 1,000 pounds of food.

Mayor Finch said that Jeremy had collected nearly 1,000 lbs of food for a food drive. Mayor Finch then read to those present a proclamation declaring December 17, 2012 as Jeremy Rosa Day in the City of Bridgeport. His efforts will provide 830 meals for the unfortunate. The Mayor then presented the framed proclamation document to Jeremy and his family.

Council President McCarthy then announced that Council Members Lyons and Vizzo-Paniccia would present a Certificate of Appreciation to Jeremy.

Jeremy then gave a very brief explanation of how he went door to door to ask his neighbors for food for those who didn't have food.

Filling the Council Vacancy.

Council Member Taylor-Moye then read a statement about Mr. Jack Banta, who was being presented

**** COUNCIL MEMBER TAYLOR MOYE MOVED TO APPROVE MR. JACK BANTA AS AN APPOINTMENT AS COUNCIL MEMBER FOR 131ST DISTRICT.
** COUNCIL PRESIDENT MCCARTHY SECONDED.**

Mayor Finch said that the regulations required a Roll Call vote.

**** THE MOTION TO APPROVE MR. JACK BANTA AS COUNCIL MEMBER FOR 131ST DISTRICT PASSED UNANIMOUSLY.**

RECESS.

A recess was called at 7:30 p.m. Mayor Finch called the meeting back to order at 7:33 p.m.

Filling the Council Vacancy CONT'D.

Mayor Finch then called Mr. Banta forward and administered the Oath of Office to him.

**** COUNCIL PRESIDENT MCCARTHY MOVED TO APPOINT COUNCIL MEMBER BANTA TO THE ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE, THE MISCELLANEOUS MATTERS COMMITTEE AND AS LIAISON TO THE HARBOR COMMISSION.
** COUNCIL MEMBER PAOLETTO SECONDED
** THE MOTION PASSED UNANIMOUSLY.**

MINUTES FOR APPROVAL.

Approval of City Council Minutes: November 19, 2012.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE THE CITY COUNCIL MINUTES OF NOVEMBER 19, 2012.**

**** COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**

**** THE MOTION TO APPROVE THE CITY COUNCIL MINUTES OF NOVEMBER 19, 2012 AS SUBMITTED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

09-12 Communication from Central Grants and Community Development re: Grant Submission: State Department of Education for 2012-2013 YSB Enhancement Grant, referred to Economic and Community Development and Environment Committee.

10-12 Communication from Central Grants and Community Development re: Grant Submission: State Department of Education for 2012-2013 Youth Service Bureau Grant, referred to Economic and Community Development and Environment Committee.

11-12 Communication from Zoning Department re: Proposed Amendment to the 2008 Master Plan of Conservation & Development Chapter 14 – Future Land Use Plan, referred to Economic and Community Development and Environment Committee.

12-12 Communication from Library re: Proposed Approval of Consulting Services for the Bridgeport Public Library Facilities Master Plan, referred to Contracts Committee.

13-12 Communication from L.U.C.R. re: Historic Study Report – 93 Mayflower Drive, Historic Property Designation pursuant to C.G.S. Section 7-147q (f), ACCEPTED AND MADE PART OF THE RECORD.

14-12 Resolution presented by Council Member Vizzo-Paniccia re: Request that Signs be posted at the Discovery Magnet School to enable effective enforcement of speeding, traffic regulations and enhanced penalties for illegal drug violations that read “Drug Free School Zone”, “School Zone Ahead Fines Doubled” and “End School Zone”, referred to Board of Police Commissioners.

Council Member dePara said that after the conclusion of business, he would like to request a caucus. Council President McCarthy said that if it required the City Attorney, it should be done in Executive Session.

Council Member Olson said that item 13-12 should be referred to committee. A report had been submitted to the State and the State returned favorable comments.

City of Bridgeport
Public Speaking
Special Meeting
December 17, 2012

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE THE FOLLOWING ITEMS TO BE SENT TO COMMITTEE:**

09-12 COMMUNICATION FROM CENTRAL GRANTS AND COMMUNITY DEVELOPMENT RE: GRANT SUBMISSION: STATE DEPARTMENT OF EDUCATION FOR 2012-2013 YSB ENHANCEMENT GRANT, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

10-12 COMMUNICATION FROM CENTRAL GRANTS AND COMMUNITY DEVELOPMENT RE: GRANT SUBMISSION: STATE DEPARTMENT OF EDUCATION FOR 2012-2013 YOUTH SERVICE BUREAU GRANT, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

11-12 COMMUNICATION FROM ZONING DEPARTMENT RE: PROPOSED AMENDMENT TO THE 2008 MASTER PLAN OF CONSERVATION & DEVELOPMENT CHAPTER 14 – FUTURE LAND USE PLAN, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

12-12 COMMUNICATION FROM LIBRARY RE: PROPOSED APPROVAL OF CONSULTING SERVICES FOR THE BRIDGEPORT PUBLIC LIBRARY FACILITIES MASTER PLAN, REFERRED TO CONTRACTS COMMITTEE.

13-12 COMMUNICATION FROM L.U.C.R. RE: HISTORIC STUDY REPORT – 93 MAYFLOWER DRIVE, HISTORIC PROPERTY DESIGNATION PURSUANT TO C.G.S. SECTION 7-147Q (F), ACCEPTED AND MADE PART OF THE RECORD.

14-12 RESOLUTION PRESENTED BY COUNCIL MEMBER VIZZO-PANICCIA RE: REQUEST THAT SIGNS BE POSTED AT THE DISCOVERY MAGNET SCHOOL TO ENABLE EFFECTIVE ENFORCEMENT OF SPEEDING, TRAFFIC REGULATIONS AND ENHANCED PENALTIES FOR ILLEGAL DRUG VIOLATIONS THAT READ “DRUG FREE SCHOOL ZONE”, “SCHOOL ZONE AHEAD FINES DOUBLED” AND “END SCHOOL ZONE”, REFERRED TO BOARD OF POLICE COMMISSIONERS.

**** COUNCIL MEMBER BRANNELLY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***159-11 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection for the 319 NPS Grant Program.**

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE THE CONSENT CALENDAR AS FOLLOWS:**

***159-11 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION FOR THE 319 NPS GRANT PROGRAM.**

**** COUNCIL PRESIDENT MCCARTHY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council President McCarthy noted that there had been a number of committee meetings earlier and there were a number of items that would be coming off the floor.

04-12 Resolution authorizing Partial Tax Abatement for Mixed Use Development at 930 Main Street and 114 State Street (The Former Mechanics and Farmers Bank Building); And

03-12 Resolution authorizing Partial Tax Abatement for Affordable Rental Housing at 810 Boston Avenue.

**** COUNCIL MEMBER MARTINEZ MOVED TO SUSPEND THE RULES TO ADD ITEMS REGARDING APPROVING A PUBLIC HEARING FOR THE FOLLOWING ITEMS:**

04-12 RESOLUTION AUTHORIZING PARTIAL TAX ABATEMENT FOR MIXED USE DEVELOPMENT AT 930 MAIN STREET AND 114 STATE STREET (THE FORMER MECHANICS AND FARMERS BANK BUILDING); And

03-12 RESOLUTION AUTHORIZING PARTIAL TAX ABATEMENT FOR AFFORDABLE RENTAL HOUSING AT 810 BOSTON AVENUE.

**** COUNCIL MEMBER AUSTIN SECONDED.**

**** THE MOTION TO SUSPEND THE RULES TO CONSIDER APPROVING A PUBLIC HEARINGS FOR THE FOLLOWING ITEMS:**

04-12 RESOLUTION AUTHORIZING PARTIAL TAX ABATEMENT FOR MIXED USE DEVELOPMENT AT 930 MAIN STREET AND 114 STATE STREET (THE FORMER MECHANICS AND FARMERS BANK BUILDING); AND

03-12 RESOLUTION AUTHORIZING PARTIAL TAX ABATEMENT FOR AFFORDABLE RENTAL HOUSING AT 810 BOSTON AVENUE.

PASSED UNANIMOUSLY.

**** COUNCIL MEMBER MARTINEZ MOVED TO REQUEST APPROVAL FOR PUBLIC HEARINGS ON THE FOLLOWING ITEMS:**

04-12 RESOLUTION AUTHORIZING PARTIAL TAX ABATEMENT FOR MIXED USE DEVELOPMENT AT 930 MAIN STREET AND 114 STATE STREET (THE FORMER MECHANICS AND FARMERS BANK BUILDING); AND

03-12 RESOLUTION AUTHORIZING PARTIAL TAX ABATEMENT FOR AFFORDABLE RENTAL HOUSING AT 810 BOSTON AVENUE.

BEFORE THE NEXT COUNCIL MEETING.

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION TO APPROVE SCHEDULING PUBLIC HEARINGS ON THE FOLLOWING ITEMS:**

04-12 RESOLUTION AUTHORIZING PARTIAL TAX ABATEMENT FOR MIXED USE DEVELOPMENT AT 930 MAIN STREET AND 114 STATE STREET (THE FORMER MECHANICS AND FARMERS BANK BUILDING); AND

03-12 RESOLUTION AUTHORIZING PARTIAL TAX ABATEMENT FOR AFFORDABLE RENTAL HOUSING AT 810 BOSTON AVENUE.

BEFORE THE NEXT COUNCIL MEETING PASSED UNANIMOUSLY.

ITEM 08-12 Resolution of the City Council regarding the Extension of the Duration of Controls of the Congress Plaza NDP Area No. 2 Urban Renewal Plan.

**** COUNCIL MEMBER MARTINEZ MOVED TO SUSPEND THE RULES TO ADD AN ITEM REGARDING ITEM 08-12 RESOLUTION OF THE CITY COUNCIL**

REGARDING THE EXTENSION OF THE DURATION OF CONTROLS OF THE CONGRESS PLAZA NDP AREA NO. 2 URBAN RENEWAL PLAN.

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION TO APPROVE CONSIDERING ITEM 08-12 RESOLUTION OF THE CITY COUNCIL REGARDING THE EXTENSION OF THE DURATION OF CONTROLS OF THE CONGRESS PLAZA NDP AREA NO. 2 URBAN RENEWAL PLAN PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER MARTINEZ MOVED APPROVE ITEM 08-12 RESOLUTION OF THE CITY COUNCIL REGARDING THE EXTENSION OF THE DURATION OF CONTROLS OF THE CONGRESS PLAZA NDP AREA NO. 2 URBAN RENEWAL PLAN.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION TO APPROVE ITEM 08-12 RESOLUTION OF THE CITY COUNCIL REGARDING THE EXTENSION OF THE DURATION OF CONTROLS OF THE CONGRESS PLAZA NDP AREA NO. 2 URBAN RENEWAL PLAN PASSED UNANIMOUSLY.**

160-11 Proposed Resolution regarding the Extension of the Duration of Controls of the East Side NDP Area No. 1 Urban Renewal Plan.

**** COUNCIL MEMBER MARTINEZ MOVED TO SUSPEND THE RULES TO ADD AN ITEM CONSIDERING ITEM 160-11 PROPOSED RESOLUTION REGARDING THE EXTENSION OF THE DURATION OF CONTROLS OF THE EAST SIDE NDP AREA NO. 1 URBAN RENEWAL PLAN.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION TO APPROVE CONSIDERING ITEM 160-11 PROPOSED RESOLUTION REGARDING THE EXTENSION OF THE DURATION OF CONTROLS OF THE EAST SIDE NDP AREA NO. 1 URBAN RENEWAL PLAN PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER MARTINEZ MOVED TO APPROVE ITEM 160-11 PROPOSED RESOLUTION REGARDING THE EXTENSION OF THE DURATION OF CONTROLS OF THE EAST SIDE NDP AREA NO. 1 URBAN RENEWAL PLAN.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION TO APPROVE ITEM 160-11 PROPOSED RESOLUTION REGARDING THE EXTENSION OF THE DURATION OF CONTROLS OF THE EAST SIDE NDP AREA NO. 1 URBAN RENEWAL PLAN PASSED UNANIMOUSLY.**

07-12 Proposed License Extension Agreement for the Gathering of the Vibes.

**** COUNCIL MEMBER BRANNELLY MOVED TO SUSPEND THE RULES TO CONSIDER ITEM 07-12 PROPOSED LICENSE EXTENSION AGREEMENT FOR THE GATHERING OF THE VIBES.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION TO SUSPEND THE RULES TO CONSIDER ITEM 07-12 PROPOSED LICENSE EXTENSION AGREEMENT FOR THE GATHERING OF THE VIBES PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER BRANNELLY MOVED TO APPROVE ITEM 07-12 PROPOSED LICENSE EXTENSION AGREEMENT FOR THE GATHERING OF THE VIBES.**

**** COUNCIL MEMBER AUSTIN SECONDED.**

Council Member Brannelly gave a brief overview of the contract amendment, which has an extension of the contract and explained that it was now a two year extension with three renewals. Council Member Brannelly pointed out that the Vibes would be working diligently for Bridgeport.

Council Member Baker said that he had asked for a spreadsheet with more details, but he had not seen any documentation regarding the budget. Council Member Brannelly said that the Chief Gaudett had been present during the Committee meeting and that he had assured them that the amount of funding was sufficient. Council Member Baker said that he was concerned about the costs of clean up and what it costs the City. SB said that this had been discussed at the Committee level and that most of the expenses was covered by the Vibes. The permitting process covers the cost of Health Inspectors and Fire Marshals. The Vibes pays for the remaining items.

Council Member Blunt asked about the terms of the agreement. Council Member Brannelly read the language from the amendment addressing these details.

**** THE MOTION TO APPROVE ITEM 07-12 PROPOSED LICENSE EXTENSION AGREEMENT FOR THE GATHERING OF THE VIBES PASSED WITH TWELVE IN FAVOR (BRANNELLY, TAYLOR-MOYE, OLSON, MCCARTHY, AUSTIN, LYONS, VIZZO-PANICCIA, BONNEY, DEPARA, AYALA, MARTINEZ, AND PAOLETTO) AND ONE AGAINST (BAKER) AND ONE ABSTENTION (BLUNT).**

165-11 Resolution In Support Of Public Information Meeting Regarding Iranistan Avenue (Ref. #36-11) Installation Of Sidewalks From State Street To Railroad Avenue Utilizing Funding From The Stp-Urban Program: State Project No. 15-358, Federal Aid Project No. 1015(124).

**** COUNCIL MEMBER BONNEY MOVED TO SUSPEND THE RULES TO CONSIDER ITEM 165-11 RESOLUTION IN SUPPORT OF PUBLIC INFORMATION MEETING REGARDING IRANISTAN AVENUE (REF. #36-11) INSTALLATION OF SIDEWALKS FROM STATE STREET TO RAILROAD AVENUE UTILIZING FUNDING FROM THE STP-URBAN PROGRAM: STATE PROJECT NO. 15-358, FEDERAL AID PROJECT NO. 1015(124).**

**** COUNCIL MEMBER BANTA SECONDED.**

**** THE MOTION TO SUSPEND THE RULES TO CONSIDER ITEM 165-11 RESOLUTION IN SUPPORT OF PUBLIC INFORMATION MEETING REGARDING IRANISTAN AVENUE (REF. #36-11) INSTALLATION OF SIDEWALKS FROM STATE STREET TO RAILROAD AVENUE UTILIZING FUNDING FROM THE STP-URBAN PROGRAM: STATE PROJECT NO. 15-358, FEDERAL AID PROJECT NO. 1015(124) PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER BONNEY MOVED TO APPROVE ITEM 165-11 RESOLUTION IN SUPPORT OF PUBLIC INFORMATION MEETING REGARDING IRANISTAN AVENUE (REF. #36-11) INSTALLATION OF SIDEWALKS FROM STATE STREET TO RAILROAD AVENUE UTILIZING FUNDING FROM THE STP-URBAN PROGRAM: STATE PROJECT NO. 15-358, FEDERAL AID PROJECT NO. 1015(124).**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION TO SUSPEND THE RULES TO CONSIDER ITEM 165-11 RESOLUTION IN SUPPORT OF PUBLIC INFORMATION MEETING REGARDING IRANISTAN AVENUE (REF. #36-11) INSTALLATION OF SIDEWALKS FROM STATE STREET TO RAILROAD AVENUE UTILIZING FUNDING FROM THE STP-URBAN PROGRAM: STATE PROJECT NO. 15-358, FEDERAL AID PROJECT NO. 1015(124) PASSED UNANIMOUSLY**

**** COUNCIL PRESIDENT MCCARTHY MOVED TO SUSPEND THE RULES TO ADD TWO ITEMS CONCERNING FAIRCHILD MEMORIAL PARK TO THE AGENDA.**

**** COUNCIL MEMBER AUSTIN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council President McCarthy then read the following items into the record:

15-12 Bridgeport Board of Park Commissioners RESOLUTION Concerning Trumbull Sublease

Be it Resolved: That the Board of Park Commissioners of the City of Bridgeport ("City") hereby authorizes, empowers and directs the City's

Mayor to enter into appropriate and reasonable necessary agreements with the State of Connecticut ("State") and the Town of Trumbull ("Trumbull"), including but not limited to a certain Third Amendment to Transfer Agreement with the State and a certain Sublease Agreement with Trumbull, in forms acceptable to the City's Director of Parks & Recreation, Finance Director, and City Attorney, for purposes of facilitating the City's subleasing certain property within Fairchild Memorial Park, Trumbull for park purposes.

16-12 Bridgeport City Council RESOLUTION Concerning Trumbull Sublease

Be it Resolved: That the City Council of the City of Bridgeport ("City") hereby authorizes, empowers and directs the City's Mayor to enter into appropriate and reasonable necessary agreements with the State of Connecticut ("State") and the Town of Trumbull ("Trumbull"), including but not limited to a certain Third Amendment to Transfer Agreement with the State and a certain Sublease Agreement with Trumbull, in forms acceptable to the City's Director of Parks & Recreation, Finance Director, and City Attorney, for purposes of facilitating the City's subleasing certain property within Fairchild Memorial Park, Trumbull for park purposes.

into the record.

Council President McCarthy said that this item had to do with the construction of the new high school in Bridgeport. He gave a brief overview of the details involved.

**** COUNCIL PRESIDENT MCCARTHY MOVED TO ENTER INTO EXECUTIVE SESSION TO DISCUSS LEGAL MATTERS ASSOCIATED WITH THE PROPOSED RESOLUTIONS.**

**** COUNCIL MEMBER AUSTIN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The Council Members and Atty. Anastasi entered into Executive Session at 8:00 p.m. They returned to Public Session at 8:25 p.m. No actions were taken while in Executive Session.

Council President McCarthy said that for the record, this would make sure that the City would maintain the property in the same way the City has been using it for the last 20 years. It does remove liability. This is about being a good neighbor and will be a win/win for the Town of Trumbull, the City of Bridgeport and the high school.

**** COUNCIL PRESIDENT MCCARTHY MOVED THE FOLLOWING RESOLUTIONS:**

15-12 BRIDGEPORT BOARD OF PARK COMMISSIONERS RESOLUTION CONCERNING TRUMBULL SUBLEASE

BE IT RESOLVED: THAT THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BRIDGEPORT ("CITY") HERBY AUTHORIZES, EMPOWERS AND DIRECTS THE CITY'S MAYOR TO ENTER INTO APPROPRIATE AND REASONABLE NECESSARY AGREEMENTS WITH THE STATE OF CONNECTICUT ("STATE") AND THE TOWN OF TRUMBULL ("TRUMBULL'), INCLUDING BUT NOT LIMITED TO A CERTAIN THIRD AMENDMENT TO TRANSFER AGREEMENT WITH THE STATE AND A CERTAIN SUBLEASE AGREEMENT WITH TRUMBULL, IN FORMS ACCEPTABLE TO THE CITY'S DIRECTOR OF PARKS & RECREATION, FINANCE DIRECTOR, AND CITY ATTORNEY, FOR PURPOSES OF FACILITATING THE CITY'S SUBLEASING CERTAIN PROPERTY WITHIN FAIRCHILD MEMORIAL PARK, TRUMBULL FOR PARK PURPOSES.

16-12 BRIDGEPORT CITY COUNCIL RESOLUTION CONCERNING TRUMBULL SUBLEASE

BE IT RESOLVED: THAT THE CITY COUNCIL OF THE CITY OF BRIDGEPORT ("CITY") HEREBY AUTHORIZES, EMPOWERS AND DIRECTS THE CITY'S MAYOR TO ENTER INTO APPROPRIATE AND REASONABLE NECESSARY AGREEMENTS WITH THE STATE OF CONNECTICUT ("STATE") AND THE TOWN OF TRUMBULL ("TRUMBULL'), INCLUDING BUT NOT LIMITED TO A CERTAIN THIRD AMENDMENT TO TRANSFER AGREEMENT WITH THE STATE AND A CERTAIN SUBLEASE AGREEMENT WITH TRUMBULL, IN FORMS ACCEPTABLE TO THE CITY'S DIRECTOR OF PARKS & RECREATION, FINANCE DIRECTOR, AND CITY ATTORNEY, FOR PURPOSES OF FACILITATING THE CITY'S SUBLEASING CERTAIN PROPERTY WITHIN FAIRCHILD MEMORIAL PARK, TRUMBULL FOR PARK PURPOSES.

**** THE MOTION TO APPROVE THE FOLLOWING RESOLUTIONS:**

15-12 BRIDGEPORT BOARD OF PARK COMMISSIONERS RESOLUTION CONCERNING TRUMBULL SUBLEASE

BE IT RESOLVED: THAT THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BRIDGEPORT ("CITY") HERBY AUTHORIZES, EMPOWERS AND DIRECTS THE CITY'S MAYOR TO ENTER INTO APPROPRIATE AND REASONABLE NECESSARY AGREEMENTS WITH THE STATE OF CONNECTICUT ("STATE") AND THE TOWN OF TRUMBULL ("TRUMBULL'), INCLUDING BUT NOT LIMITED TO A CERTAIN THIRD

AMENDMENT TO TRANSFER AGREEMENT WITH THE STATE AND A CERTAIN SUBLEASE AGREEMENT WITH TRUMBULL, IN FORMS ACCEPTABLE TO THE CITY'S DIRECTOR OF PARKS & RECREATION, FINANCE DIRECTOR, AND CITY ATTORNEY, FOR PURPOSES OF FACILITATING THE CITY'S SUBLEASING CERTAIN PROPERTY WITHIN FAIRCHILD MEMORIAL PARK, TRUMBULL FOR PARK PURPOSES.

**16-12 BRIDGEPORT CITY COUNCIL RESOLUTION CONCERNING TRUMBULL
SUBLEASE**

BE IT RESOLVED: THAT THE CITY COUNCIL OF THE CITY OF BRIDGEPORT ("CITY") HEREBY AUTHORIZES, EMPOWERS AND DIRECTS THE CITY'S MAYOR TO ENTER INTO APPROPRIATE AND REASONABLE NECESSARY AGREEMENTS WITH THE STATE OF CONNECTICUT ("STATE") AND THE TOWN OF TRUMBULL ("TRUMBULL"), INCLUDING BUT NOT LIMITED TO A CERTAIN THIRD AMENDMENT TO TRANSFER AGREEMENT WITH THE STATE AND A CERTAIN SUBLEASE AGREEMENT WITH TRUMBULL, IN FORMS ACCEPTABLE TO THE CITY'S DIRECTOR OF PARKS & RECREATION, FINANCE DIRECTOR, AND CITY ATTORNEY, FOR PURPOSES OF FACILITATING THE CITY'S SUBLEASING CERTAIN PROPERTY WITHIN FAIRCHILD MEMORIAL PARK, TRUMBULL FOR PARK PURPOSES.

PASSED WITH THIRTEEN IN FAVOR (BRANNELLY, TAYLOR-MOYE, OLSON, MCCARTHY, AUSTIN, LYONS, VIZZO-PANICCIA, BONNEY, , AYALA, BAKER, MARTINEZ, BLUNT AND PAOLETTO) AND ONE AGAINST (DEPARA)

Council President McCarthy welcomed Mr. Banta to the Council.

ADJOURNMENT

- ** COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN.**
- ** COUNCIL MEMBER TAYLOR MOYE SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:30 p.m.

Respectfully submitted,

Sharon L. Soltes
Telesco Secretarial Services

City of Bridgeport
Public Speaking
Special Meeting
December 17, 2012



BILL FINCH
Mayor

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

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

ANDREW J. NUNN
CAO

ALEXANDRA B. MCGOLDRICK
Acting Director
Office of Central Grants

COMM. #09-12 Referred to ECD&E Committee on 12/17/2012

December 4, 2012

To: Fleeta Hudson
From: Alexandra McGoldrick
Re: **2012 – 2013 YSB Enhancement Grant**

The Central Grants Office seeks authorization for Mayor Finch to enter into contract with the State Department of Education for a YSB Enhancement Grant and to sign all related documents, contracts and resolutions.

The grant, @ \$9,777, will fund a teen pregnancy prevention program at Bassick High School through subcontract with GBAPP.

Thank you for your attention to this matter and please feel free to call me at X7110 with any questions.

Cc: Tammy Papa, Lighthouse Program

RECEIVED
OFFICE OF CENTRAL GRANTS
DEC 10 2012



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

PROJECT TITLE : YSB Enhancement Grant

RENEWAL X NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Alexandra McGoldrick

PHONE NUMBER: 332-5665

PROJECT SUMMARY/DESCRIPTION: Through subcontract, GBAPP will provide a multi-level teen pregnancy prevention intervention to reduce teen pregnancy and improve school attendance among the student population at Bassick High School. Bassick has the highest rate of teen pregnancy in the city. The program will also work with teen fathers from the three public high schools.

CONTRACT DATES:

July 1, 2012 – June 30, 2013

PROJECT GOALS AND PROCEDURES:

Expected outcomes are: 1) 75% of the students participating in the program will practice effective contraception; 2) 75% of the students participating in the program will show an improved school attendance.

IF APPLICABLE

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

Federal:

State: \$9,777

City:

Other:

FUNDS REQUESTED

Salaries/Benefits:

Supplies:

Transportation/Travel:

Other (explain): \$9,777 (see below)

Subcontracts: Yes X No

If yes, supply listing and dollar amount (please attach)

Funds will be sub-contracted to GBAPP.

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

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

WHEREAS, funds under this grant will be used to provide a pregnancy prevention program at Bassick High School; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services, submit an application to the State of Connecticut Department of Education in the amount of \$9,777 for the purpose of supporting a pregnancy prevention program at Bassick High School, and

Now therefore, be it hereby RESOLVED BY THE CITY COUNCIL:

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



BILL FINCH
Mayor

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

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

ANDREW J. NUNN
CAO

ALEXANDRA B. MCGOLDRICK
Acting Director
Office of Central Grants

Comm. #10-12 Referred to ECD&E Committee on 12/17/2012

December 4, 2012

To: Fleeta Hudson
From: Alexandra McGoldrick
Re: **2012 – 2013 Youth Service Bureau Grant**

RECEIVED
OFFICE OF CENTRAL GRANTS
DEC 10 2012

The Central Grants Office seeks authorization for Mayor Finch or his designee to enter into contract with the State Department of Education for a Youth Service Bureau Grant Program and to sign all related documents, contracts and resolutions.

The Youth Service Bureau Grant, in the amount of \$143,507, is comprised of two components: Administrative Core Unit which provides salaries and fringe benefits for City staff and Direct Services which, together with CDBG – YSB Grant Match, funds the six (6) prevention programs listed in the attached summary. The grant requires a dollar-for-dollar match which is provided through CDBG and City inkind.

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

Cc: Tammy Papa, Lighthouse Program



EXECUTIVE SUMMARY FOR ALL CITY COUNCIL AGENDA COMMUNICATIONS

PROJECT TITLE : Youth Service Bureau

RENEWAL X NEW

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Alexandra McGoldrick

PHONE NUMBER: 332-5665

PROJECT SUMMARY/DESCRIPTION:

Youth Service Bureaus were created pursuant to Connecticut General Statutes 10-19m through 10-19p. The YSB is comprised of two units: administrative and direct services. Administrative Core Unit functions include: General Administration, Research, Resource Development, Community Involvement and Youth Advocacy. Direct services include programs such as: juvenile justice, mental health services, child welfare, teen pregnancy prevention, parent education, youth development and community outreach. The grant requires a dollar-for-dollar match which is provided partially through CDBG – YSB Grant Match and partially through City in-kind match.

CONTRACT DATES: July 1, 2012 – June 30, 2013

PROJECT GOALS AND PROCEDURES:

In addition to administrative functions, the following programs will be funded through the YSB Grant:

- 1) Bridgeport Public Education Fund – Mentoring for Academic Achievement and College Success (MAACS) will assist high school youth with entering the college system and successfully graduating.
- 2) Bridgeport YMCA – Kolbe Education Center Food Program will provide access to food for 192 children, ages 8 weeks – 5 years to enable them to learn and grow.
- 3) Council of Churches – Janus House for Youth in Crisis will assist youth and their families in resolving conflicts that prohibit them from functioning as healthy family units. The program provides 24 hour crisis intervention, outreach, short term counseling and referral for adolescents involved in family conflicts which have left them homeless or at risk of becoming homeless with a focus on family reconciliation.
- 4) GBAPP - Life Choices will reduce the occurrence of premature and unprotected sexual activity in youth ages 10 - 18 through education, individual and/or group counseling at school and community-based sites in Bridgeport.
- 5) Girls Scouts of CT – Girlz Rule will work with girls, ages 3 – 8, to reduce the incidence of bullying.

- 6) The Kennedy Center – Building Bridgeport Accessibility to Social Skills (BBASS) will work with children and youth ages 3 – 21 and their families to help them have access to high quality social activity groups that address autistic challenges.
-

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	FUNDS REQUESTED
Federal:	Salaries/Benefits: \$107,765
State: \$143,507	Program Supplies:
City:	Contractual Programs: \$35,742
	Subcontracts: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, supply listing and dollar amount (please attach)

Subcontracts:

Bridgeport Public Education Fund – MAACS @ \$10,500
Bridgeport YMCA – Kolbe Education Center Food Program @ \$5,000
Council of Churches – Youth in Crisis Program @ \$2,500 (additional \$15,000 thru CDBG)
GBAPP - Life Choices @ \$2,500 (additional \$15,000 thru CDBG)
Girl Scouts of CT – Girlz Rule @ \$5,000
Kennedy Center – BBASS @ \$10,242

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

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

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

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

Now therefore, be it hereby RESOLVED BY THE CITY COUNCIL:

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



City of Bridgeport
Zoning Department
PLANNING AND ECONOMIC DEVELOPMENT

45 Lyon Terrace • Bridgeport, Connecticut 06604
 Telephone (203) 576-7217
 Fax (203) 576-7213

COMM. #11-12 Referred to ECD&E Committee on 12/17/2012

MEMORANDUM

TO: Fleeta Hudson, City Clerk
 Frances Ortiz, Assistant City Clerk

FROM: Dennis Buckley, Planning & Zoning Commission, Clerk
 For: Attorney Charles J. Willinger, Jr.
 Willinger, Willinger, & Bucci (**Petitioner/ Presenter**)

DATE: October 25, 2012 & December 4, 2012

**RE: AMENDMENT TO THE MASTER PLAN OF CONSERVATION &
 DEVELOPMENT CHAPTER 14 – FUTURE LAND USE PLAN**

To be in compliance with Sec. 8-23f of the CT General Statute, this proposed amendment needs to go before the Common Council for comment and review prior to the placement on the Planning and Zoning agenda. **(Please find attached the statute)**

c: Brian Bidolli, Executive Director, Greater Bridgeport Regional Planning Agency

OCT 25 2012
 10:10 AM
 CITY CLERK
 BRIDGEPORT, CT

including opportunities for multifamily dwellings, consistent with soil types, terrain and infrastructure capacity, for all residents of the municipality and the planning region in which the municipality is located, as designated by the Secretary of the Office of Policy and Management under section 16a-4a, (G) promote housing choice and economic diversity in housing, including housing for both low and moderate income households, and encourage the development of housing which will meet the housing needs identified in the housing plan prepared pursuant to section 8-37t and in the housing component and the other components of the state plan of conservation and development prepared pursuant to chapter 297.

(2) For any municipality that is contiguous to Long Island Sound, such plan shall be (A) consistent with the municipal coastal program requirements of sections 22a-101 to 22a-104, inclusive, (B) made with reasonable consideration for restoration and protection of the ecosystem and habitat of Long Island Sound, and (C) designed to reduce hypoxia, pathogens, toxic contaminants and floatable debris in Long Island Sound.

(e) Such plan may show the commission's and any special committee's recommendation for (1) conservation and preservation of traprock and other ridgelines, (2) a system of principal thoroughfares, parkways, bridges, streets and other public ways, (3) airports, parks, playgrounds and other public grounds, (4) the general location, relocation and improvement of public buildings, (5) the general location and extent of public utilities and terminals, whether publicly or privately owned, for water, sewerage, light, power, transit and other purposes, (6) the extent and location of public housing projects, (7) programs for the implementation of the plan, including (A) a schedule, (B) a budget for public capital projects, (C) a program for enactment and enforcement of zoning and subdivision controls, building and housing codes and safety regulations, (D) plans for implementation of affordable housing, and (E) plans for open space acquisition and greenways protection and development, and (8) any other recommendations as will, in the commission's or any special committee's judgment, be beneficial to the municipality. The plan may include any necessary and related maps, explanatory material, photographs, charts or other pertinent data and information relative to the past, present and future trends of the municipality.

(f) A plan of conservation and development or any part thereof or amendment thereto prepared by the commission or any special committee shall be reviewed, and may be amended, by the commission prior to scheduling at least one public hearing on adoption. At least sixty-five days prior to the public hearing on adoption, the commission shall submit a copy of such plan or part thereof or amendment thereto for review and comment to the legislative body. Such body may hold one or more hearings on the proposed plan and shall submit any comments to the commission prior to the public hearing on adoption. The failure of such body to report prior to or at the public hearing shall be taken as approval of the plan. At least sixty-five days prior to the public hearing on adoption, the commission shall submit a copy of such plan to the regional planning agency for review and comment. The regional planning agency shall report its comments to the commission at or before the hearing. The failure of the regional planning agency to report at or before the hearing shall be taken as approval of the plan. The report of the regional planning agency shall be advisory. Prior to the public hearing on adoption, the commission shall file in the office of the town clerk a copy of such plan or part thereof or amendment thereto but, in the case of a district commission, such commission shall file such information in the offices of both the district clerk and the town clerk. The commission shall cause to be published in a newspaper having a general circulation in the municipality, at least twice at intervals of not less than two days, the first not more than fifteen days or less than ten days, and the last not less than two days prior to the date of each such hearing, notice of the time and place of any such public hearing. Such notice shall make reference to the filing of such plan in the office of the town clerk, or both the district clerk and the town clerk, as the case may be.

**PETITION TO THE PLANNING & ZONING COMMISSION
CITY OF BRIDGEPORT, CONNECTICUT**

097 10 12 P4 1050

1. NAME OF PETITIONER 1775 Madison Investments, LLC & 1849 Madison Investments, LLC

2. Is the Petitioner's name a Trustee of Record? Yes No X

If yes, a sworn statement disclosing the Beneficiary shall accompany this application upon filing.

3. Address of Property 1773, 1843 & 1849 Madison Avenue

4. Assessor's Map Information Block No. 2254 Lot No. 15A, 3 & 3A

5. Amendments to Zoning Regulations, indicate Article Section
Attach copies of Amendment.

6. Description of Property (Metes & Bounds) 462.99' x 24.48' x 231.82' x 154.75' x 88.02' x 103.17' x 114.73' x 226.09' x 77.55' x 112' x 50' x 177.02' See Schedule A attached hereto - Legal Description

7. Existing Zone Classification Residence A

8. Zone Classification requested

9. Describe Proposed Development of Property Restaurant/Catering Hall and Banquet Facility

Approval(s) Requested Amendment to the 2008 Master Plan of Conservation & Development, Chapter 14, Future Land Use Plan

See attached - Schedule A

Signature [Signature] Charles J. Willinger, Jr. Date 9/17/12
(print name)

If signed by Agent, state Capacity (Lawyer, Developer, etc.) Attorney

Mailing Address 855 Main St., Fl 5, Bridgeport, CT 06604 Phone 203-366-3939

FAX: 203-337-4588

\$ Fee received. Date 20 Clerk

THIS PETITION MUST BE SUBMITTED IN PERSON AND WITH COMPLETED CHECKLIST

- Completed & Signed Application Form
- Completed Site Development Plan
- Written Statement of Development and Use
- A-2 Site Survey
- Property Owner's List
- Building Floor Plans
- Fee
- Drainage Plan
- Cert. Of Incorporation & Organization And First Report
- Building Elevations

ENDORSEMENT OF APPLICATION

1849 Madison Investments, LLC

1775 Madison Investments, LLC

By: [Signature] Ralph Giacobbe, Managing Member By: [Signature] Marilia Giacobbe, Managing Member Date 9/17/12

 Print Owner Name Owner's Signature Date 9/17/12

SCHEDULE A

All that certain piece or parcel of land, together with the buildings and improvements thereon, situated in the City of Bridgeport, County of Fairfield and State of Connecticut, as shown on a certain map entitled "Site Plan" dated September 17, 2010, prepared by Neal K. Jain, to which map reference is hereby made for a more particular description of said premises.

Said premises are also known as 1773 and 1843 Madison Avenue.

AND

All that certain piece or parcel of land, with the buildings thereon, situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, known as the greater portion of Lot No. 1 on Map of Hawley Heights made by W. C. Morehosue, Surveyor, on file in the Bridgeport Town Clerk's Office, bounded:

NORTHERLY: on land of John and Margaret Borsody, Lot No. 2 on said map, 100 feet, more or less;
EASTERLY: on Madison Avenue, 50 feet, more or less;
SOUTHERLY: on land of Rose D'Eramo, the remaining portion of Lot No. 1, 100 feet, more or less;
WESTERLY: on land of Rose D'Eramo, the remaining portion of Lot No. 1, 50 feet, more or less.

Said premises are also known as 1849 Madison Avenue.

EXHIBIT A

CITY OF BRIDGEPORT PLANNING & ZONING COMMISSION

PETITION TO AMEND THE 2008 MASTER PLAN OF CONSERVATION & DEVELOPMENT

**1775 MADISON INVESTMENTS, LLC
1849 MADISON INVESTMENTS, LLC**

The petitioners are the owners of 1773, 1843 & 1849 Madison Avenue (the "Property"). The Property is improved with a 17,645 square foot restaurant and catering facility on an approximately 2-acre parcel of land. The Property is currently located in the Residence A zone. The petitioners seek an amendment to the 2008 Master Plan of Conservation & Development (the "Plan"), specifically, chapter 14, Future Land Use Plan (the "Map"). The proposed amendment will more accurately reflect the actual commercial use of the Property for more than eight decades and would be consistent with the neighborhood map in the Plan, which designates the Property as commercial.

The Property is located on one of the main arterial roads in the City of Bridgeport. It has been utilized as a restaurant and catering facility since at least the 1930's. In 2004, the then existing building was demolished and replaced with an aesthetically enhanced facility. Like many properties along Madison Avenue, it should be zoned consistent with its current and historical use and such uses should be reflected on the Map.

The application is also supported by another section of the Plan, which recognizes the benefits of, and "...encourage[s] a mix of residential, commercial and entertainment uses along commercial corridors. See Plan at page 54.

1775 MADISON INVESTMENTS, LLC
1773, 1843 & 1849 MADISON AVENUE, BRIDGEPORT, CT
ABUTTING PROPERTY OWNERS & OWNERS
WITHIN 100 FEET OF SUBJECT PROPERTY

Abutting Property Owners

Property Description	Owner(s)	Mailing Address
680 Westfield Ave.	Julio & Maria Cerezo	680 Westfield Ave. Bridgeport, CT 06606
48 Russo Terr.	48 Russo Terrace, LLC	1773 Madison Ave. Bridgeport, CT 06606
60 Russo Terr.	Angela Garcia	60 Russo Terr. Bridgeport, CT 06606
74 Russo Terr.	Carlos & Marta Hernandez	74 Russo Terr. Bridgeport, CT 06606
395 Flint St.	Vera Stofko & Louis Richards	16 Glenside Ave. Jamaica Plain, MA 02130
385 Flint St.	Augusto Depina	385 Flint St. Bridgeport, CT 06606
375 Flint St.	Laurabelle Nicols	375 Flint St. Bridgeport, CT 06606
1861 Madison Ave.	Cesar & Amanda Pinedo	1861 Madison Ave. Bridgeport, CT 06606
1873 Madison Ave.	Nelson Rossetto Jr.	1873 Madison Ave. Bridgeport, CT 06606
	Non-Abutting Property Owners within 100'	
90 Russo Terr.	Lori McFadden	90 Russo Terr. Bridgeport, CT 06606
45 Russo Terr.	Nicole Bernard	45 Russo Terr. Bridgeport, CT 06606
407 Flint St.	Frank & Tina Tran	407 Flint St. Bridgeport, CT 06606
419 Flint St.	Judith McDermott	419 Flint St. Bridgeport, CT 06606
567 Savoy St.	Tanya White	567 Savoy St. Bridgeport, CT 06606
577 Savoy St.	Leo & Yolanda Storilassi	577 Savoy St. Bridgeport, CT 06606
590 Savoy St.	Jack & Maria Lombardi	590 Savoy St. Bridgeport, CT 06606
625 Westfield Ave.	Sherylyn Garner	625 Westfield Ave. Bridgeport, CT 06606
645 Westfield Ave.	Mario & Pasqualin Marcoccia	645 Westfield Ave. Bridgeport, CT 06606
651 Westfield Ave.	Linda Mihalov	651 Westfield Ave. Bridgeport, CT 06606
686 Westfield Ave.	Willie Reddick, III	686 Westfield Ave. Bridgeport, CT 06606
673 Westfield Ave.	Mario & Alice Pereira	673 Westfield Ave. Bridgeport, CT 06606

1727 Madison Ave.	Weverton & Wanderley Schaub	1727 Madison Ave. Bridgeport, CT 06606
1731 Madison Ave.	Serafim & Dora Spetsaris	1731 Madison Ave. Bridgeport, CT 06606
1760 Madison Ave.	Laurinda & Joaquim Rodrigues	1760 Madison Ave. Bridgeport, CT 06606
1776 Madison Ave.	Joaquim & Urbana Veloso	1776 Madison Ave. Bridgeport, CT 06606
1840 Madison Ave.	Frank Marini	1840 Madison Ave. Bridgeport, CT 06606
1852 Madison Ave.	Anthony Giglio	1852 Madison Ave. Bridgeport, CT 06606
1883 Madison Ave.	Hidayet Kus & Nuran Cerkezkus	1883 Madison Ave. Bridgeport, CT 06606
319 Bretton St.	Carmen & Delfin Concepcion	319 Bretton St. Bridgeport, CT 06606

Office of the Secretary of the State of Connecticut

I, the Connecticut Secretary of the State, and keeper of the seal thereof,
DO HEREBY CERTIFY, that articles of organization for

1775 MADISON INVESTMENTS, LLC

a domestic limited liability company, were filed in this office on March 19, 2003.

Articles of dissolution have not been filed, and so far as indicated by the records of this office such
limited liability company is in existence.



Secretary of the State

Date Issued: September 17, 2012

Business ID: 0743458

Express

Certificate Number: 2012216024001

Note: To verify this certificate, visit the web site <http://www.concord.sots.ct.gov>

ARTICLES OF ORGANIZATION

Limited Liability Company-DOME

C.G.S. §§34-120; 34-121

FILING #0004283221 PG 01 OF 03 VOL B-01471
FILED 11/29/2010 10:00 AM PAGE 01530
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

Website Address: www.concord.sos.ct.gov Telephone Number: (860) 509-6003
Mailing Address: Connecticut Secretary of the State, Commercial Recording Division P.O. Box 150470, Hartford, CT 06115-0470
Courier Delivery Address ONLY: (i.e. FedEx, UPS, etc.) 30 Trinity Street, Hartford, CT 06106

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE, (Attach 8 1/2 x 11 sheet if necessary)

1. Complete name of Limited Liability Company-**REQUIRED**: (Must include business designation i.e. LLC, L.L.C., etc.)
1849 Madison Investments, LLC

2. Description of business to be transacted or purpose to be promoted-**REQUIRED**:
SEE ADDENDUM AND RIDER TO ARTICLES OF ORGANIZATION ATTACHED HERETO AND MADE A PART HEREOF.

3. LLC's principal office address-**REQUIRED**: (No P.O. Box) 4. Mailing address, if different than #3:
260 Cutlers Farm Road
Monroe, CT 06468

5. Appointment of statutory agent for service of process-**REQUIRED**: Complete A or B, not both

EITHER A. If agent is an individual:
Print or type full legal name: Charles J. Willinger, Jr.
Business Address: (No P.O. Box)
Willinger, Willinger & Buccci, P.C.
855 Main St., Bridgeport, CT 06604
Signature accepting appointment:
If none, MUST state "NONE"
CT Residence Address: (No P.O. Box)
25 Paris Street
Milford, CT 06460
 OR B. If agent is a business:

Print or type name of business as it appears on our records: CT Business Address: (No P.O. Box)

Signature accepting appointment on behalf of agent: Print name & title:

6. Manager or member information-**REQUIRED**: (Must list at least one manager or member of the LLC.)

Name	Title	Business Address: (No P.O. Box)	Residence Address: (No P.O. Box)
Mariia Curral Giacobbe	Member	260 Cutlers Farm Road Monroe, CT 06468	260 Cutler Farm Road Monroe, CT 06468
		If none, MUST state "NONE"	
		If none, MUST state "NONE"	

7. Management -Place a check next to the following statement ONLY if it applies
 Management of the limited liability company shall be vested in a manager or managers.

8. Execution-**REQUIRED**: (Subject to penalty of false statement.)

Print or type name of organizer: Signature: Date:
 Mariia Curral Giacobbe 11/24/10

- An annual report will be due yearly in the anniversary month that the LLC was formed/registered and can be easily filed online @ www.concord.sos.ct.gov. If you are no longer transacting business in Connecticut you must file the appropriate document with our office.
- Contact your tax advisor or the Taxpayer Service Center at the Department of Revenue Services as to any potential tax liability relating to your business, including questions about the Business Entity Tax.
- Taxpayer Service Centers: (800) 382-9463 or (860) 297-5962 or go to www.ct.gov/drs

Revised 12/07/09

BRIDGEPORT LIBRARY

November 28, 2012

Ms. Fleeta Hudson, City Clerk
City of Bridgeport
57 Lyon Terrace
Bridgeport, Connecticut 06604

Dear Ms. Hudson:

This letter is to request placement of the Bridgeport Public Library Facilities Master Planning Services Proposal on the agenda of the City Council Meeting to be held on Monday, December 17, 2012.

The Bridgeport Public Library (BPL) seeks a consultant to develop a citywide library facilities master plan that will provide recommendations regarding size, location and service priorities projected for ten (10) and twenty (20) years. City Purchasing issued a request for proposals (RFP) on April 2, 2012. Final interviews were held on August 9, 2012 and the proposal by Robert A.M. Stern Architects, LLP. (RAMSA) and Godfrey Associates emerged as the top choice. On Wednesday, November 14, 2012, the Board of Public Purchases approved the proposal of RAMSA and Godfrey Associates.

Full packets are forthcoming for all Council Members in advance. If I may be of immediate assistance, please feel free to reach me at 203.673.8950 or via email at: shughes@bridgeportpubliclibrary.org. Thank you in advance for your anticipated cooperation.

Sincerely,



Scott A. Hughes
City Librarian

RECEIVED
CITY OF BRIDGEPORT
2012 NOV 29 12:10:27

CITY OF BRIDGEPORT

BIDDER INFORMATION

ALL BIDS, PROPOSALS AND QUALIFICATIONS SUBMITTED TO THE CITY OF BRIDGEPORT FOR ANY CONTRACT VALUED OVER \$25,000 WILL BE AUTOMATICALLY DEEMED NON-RESPONSIVE IF THEY FAIL TO CONTAIN THE COMPLETED ORIGINAL OF THIS FORM*. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

**Name of Business: Robert A.M. Stern Architects, LLP
Person signing this form: Alexander P. Lamis, AIA
Title: Partner
Phone Number: (212) 967-5100**

The undersigned hereby represents that the following statements are true, correct and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:

1. Business is (*check one*)

- | | |
|---|--|
| <input type="checkbox"/> a corporation | <input type="checkbox"/> a general partnership |
| <input type="checkbox"/> a limited liability company | <input type="checkbox"/> a sole proprietorship |
| <input checked="" type="checkbox"/> a limited liability partnership | <input type="checkbox"/> other _____ |

2. Business Address: **460 West 34th Street
New York, New York 10001**

3. State of incorporation or organization: Connecticut
 Other: **New York**

If other, attach certificate of authority to do business in Connecticut.

4. What other trade names does the Business use, if any? **None**

* See City of Bridgeport Ordinance, Sec. 3.08.070.

5. (a) Identify all officers, directors, managing or general partners, or managing members.

<u>Name</u>	<u>Address</u>	<u>Title</u>
Robert A.M. Stern	460 West 34th Street New York, NY 10001	Senior Partner
Augusta Barone	460 West 34th Street New York, NY 10001	Partner
Gary L. Brewer	460 West 34th Street New York, NY 10001	Partner
Randy M. Correll	460 West 34th Street New York, NY 10001	Partner
Melissa DeVecchio	460 West 34th Street New York, NY 10001	Partner
Sargent C. Gardiner	460 West 34th Street New York, NY 10001	Partner
Preston J. Gumberich	460 West 34th Street New York, NY 10001	Partner
Michael D. Jones	460 West 34th Street New York, NY 10001	Partner
Alexander P. Lamis	460 West 34th Street New York, NY 10001	Partner
Dan Lobitz	460 West 34th Street New York, NY 10001	Partner
Grant F. Marani	460 West 34th Street New York, NY 10001	Partner
Meghan L. McDermott	460 West 34th Street New York, NY 10001	Partner
Roger H. Seifter	460 West 34th Street New York, NY 10001	Partner
Kevin M. Smith	460 West 34th Street New York, NY 10001	Partner

Paul L. Whalen	460 West 34th Street New York, NY 10001	Partner
Graham S. Wyatt	460 West 34th Street New York, NY 10001	Partner
N. Scott Johnson	460 West 34th Street New York, NY 10001	Chief Operating Officer

(b) Identify owners of 5% or more interest in the Business:

Robert A.M. Stern	460 West 34th Street New York, NY 10001	Senior Partner
Randy M. Correll	460 West 34th Street New York, NY 10001	Partner
Alexander P. Lamis	460 West 34th Street New York, NY 10001	Partner
Grant F. Marani	460 West 34th Street New York, NY 10001	Partner
Roger H. Seifter	460 West 34th Street New York, NY 10001	Partner
Graham S. Wyatt	460 West 34th Street New York, NY 10001	Partner
Paul L. Whalen	460 West 34th Street New York, NY 10001	Partner

6. Identify all subcontractors to which the Business intends to give 5% or more of its total, subcontractor work on this contract.

Name of subcontractor	Contact
Richard L. Waters, Godfrey Associates	3908 Hawthorne Avenue Dallas, Texas 75219-2219 (401) 556-2398

7. Identify any parent organization of the Business

Parent's name None, a

a corporation
a limited liability company
a limited liability partnership

a general partnership
a sole proprietorship
other _____.

State of Incorporation or organization: _____

8. Has the Business, any Parent, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents ever been convicted of, entered a plea of guilty, entered a plea of *nolo contendere*, or otherwise admitted to:

- | | <u>Yes</u> | <u>No</u> |
|---|------------|--------------------------|
| a) the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract? | | <input type="checkbox"/> |
| b) the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor? | | <input type="checkbox"/> |
| c) to a violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subcontract? | | <input type="checkbox"/> |
| d) the fraudulent, criminal or other seriously improper conduct while participating in a joint venture or similar arrangement. | | <input type="checkbox"/> |
| e) willfully failed to perform in accordance with the terms of one or more public contracts, agreements or transactions? | | <input type="checkbox"/> |
| f) had a history of failure to perform or a history of unsatisfactory performance of one or more public contracts, agreements or transactions? | | <input type="checkbox"/> |
| g) willfully violated a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction? | | <input type="checkbox"/> |

EXPLAIN ANY "YES" ANSWER TO QUESTION 8 ON AN ATTACHED SHEET.

9. Read and initial as true at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS AND THE CITY OF BRIDGEPORT.

ADJ (Initial)

10. Read and initial as true at end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE UPDATED UPON ANY CHANGE.

(Initial)

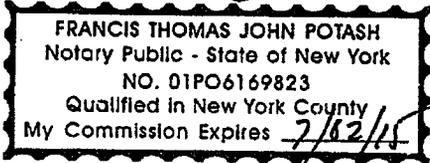
Dated: September 20, 2012

Alexander Lewis
Name: Alexander Lewis
Title: PARTNER, ROBERT A.M. STEVEN ARCHITECTS
duly-authorized

STATE OF New York }
COUNTY OF New York } ss. _____, 2005

Personally appeared before me, Alexander P. Lewis (name),
Partner (title) of Robert A.M. Steven Architects (company), duly
authorized, who swore to the truth of the foregoing as his/~~her~~ and (company)
Robert A.M. Steven Architects's free act and deed before me.

(Signature)
Notary Public



6. APPOINTMENT OF STATUTORY AGENT FOR SERVICE OF PROCESS: (see Conn. Gen. Stat. section 34-609)

Name of agent: Data Reporting Corp.	Business address: 330 Roberts Street, Suite 203 East Hartford, CT 06108-3654
	Residence address:

Acceptance of appointment:
Fredericks A. Cormier
Signature of agent: Fredericks A. Cormier, President

7. THE DATE ON WHICH THE LIMITED LIABILITY PARTNERSHIP COMMENCED TRANSACTING BUSINESS IN CONNECTICUT: UPON FILING
Month Day Year

8. BUSINESS IN WHICH THE LIMITED LIABILITY PARTNERSHIP ENGAGES:

ARCHITECTURE. PLANNING. LANDSCAPE DESIGN. INTERIOR DESIGN

The partnership is a "foreign registered limited liability partnership" as defined in Conn. Gen. Stat. Section 34-301(4).

EXECUTION:
Date of filing 13th day of December, 20 05.

10. Robert A.M. Stern Name of partner	11. <u>Robert A.M. Stern</u> Signature
--	---

Rec + cc
DATA REPORTING CORP.
330 ROBERTS STREET, SUITE 203
EAST HARTFORD, CT 06108-3654

**CERTIFICATE OF AUTHORITY
FOREIGN LIMITED LIABILITY PARTNERSHIP**

Office of the Secretary of the State
30 Trinity Street / P.O. Box 150470 / Hartford, CT 06115-0470 / Rev. 10/01/2004

FILING #0003068364 PG 01 OF 02 VOL B-00839 10
FILED 12/14/2005 03:56 PM PAGE 01641
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

Please contact the Department of Revenue Services for information on the filing requirements and electronic filing of this document.

**1. NAME UNDER WHICH THE LIMITED LIABILITY PARTNERSHIP WILL TRANSACT BUSINESS
IN CONNECTICUT:**

ROBERT A.M. STERN ARCHITECTS. LLP

**2. NAME OF THE LIMITED LIABILITY PARTNERSHIP IN ITS STATE/JURISDICTION OF
REGISTRATION:**

ROBERT A.M. STERN ARCHITECTS. LLP

3. STATE JURISDICTION WHERE LIMITED LIABILITY PARTNERSHIP IS REGISTERED:

NEW YORK STATE

4. DATE OF REGISTRATION IN ITS STATE/JURISDICTION:

OCTOBER 26, 1999

**5. ADDRESS REQUIRED IN STATE/JURISDICTION OF REGISTRATION OR PRINCIPAL
OFFICE ADDRESS OF THE LIMITED LIABILITY PARTNERSHIP:**

460 WEST 34TH STREET
NEW YORK, NY 10001-2320



STATE OF CONNECTICUT
OFFICE OF THE SECRETARY OF THE STATE SS. HARTFORD

I hereby certify that this is a true copy of record
in this Office.

In Testimony whereof, I have hereunto set my hand,
and affixed the Seal of said State at Hartford,
this 20th day of SEPTEMBER A.D. 2012.



SECRETARY OF THE STATE

**Application For Approval
Concerning Quality-Based Selection Process**

**For: Robert A.M. Stern Architects, LLP
[Name of Vendor]**

Goods or Services Involved: Library Facilities Master Planning

TO: City of Bridgeport Board of Public Purchases

The undersigned respectfully requests that the Board consider and approve the following selection process:

1. Provide Ownership Information of Selected Vendor and Vendor's Team (attach Ownership Disclosure and No Conflicts Form)

2. Date of Publication and Media Used For Public Advertisement (attach ad):
CT Post 4/1/2012

3. Type of Selection (QBS as final selection, request for proposals, request for qualifications, etc.) Request for proposals

4. Composition of Selection Committee (preserve member anonymity by assigning numbers to each on scoresheets and summary sheets) (for professionals include job title and qualifications, e.g., engineer, planner, department head, foreman, etc.; for other indicate status as community member, stakeholder, legislator, etc.):

Jim O'Donnell, President

Sauda Baraka, Vice President

Tom Errichetti, Treasurer

William Holden, Chair, Buildings

Paul Arroyo, Board Member

5. Published Selection Criteria (describe primary criteria and order of importance), Form of Scoresheet Used, and Copy of Final Tally (Note: Do not reveal identities of selection team members.) (attach copies of all)

6. **Brief Description of Selection Process in Conformance With Official Policy (e.g., describe review of qualifications, preparation of short list, if any, interview process, determination of most qualified respondent (use additional sheet if needed):**

Bid opening, review of qualifications, determination of most qualified candidates, preparation of short list, final interviews and scoring

7. **Submit Information that Vendor has no conflicts of interest (attach signed "Ownership Disclosure and No Conflicts" Form)**

8. **The following items should not be attached, but should be available for review by the Board at the time the matter comes before it:**

- bid package
- proposal submitted by selected vendor
- signed original scoresheets and summary forms (edited to preserve selection committee member anonymity)
- copy of proposed form of contract in bid documents (or good reason why contract form was not included)

Submitted by:

Dated: _____

Name: Scott Hughes
Title: City Librarian

cc: Purchasing Agent

**City of Bridgeport Advertisement
Request for Proposals
Library Facilities Master Planning Services
Issued April 2, 2012 Deadline for Proposals: April 25th @ 2 p.m. (EST)**

The Bridgeport Public Library (BPL) seeks a consultant to develop a citywide library facilities master plan that will provide recommendations regarding size, location and service priorities projected for ten (10) and twenty (20) years.

This facilities plan should enable the Bridgeport Public Library to respond appropriately and effectively to societal change, technological and telecommunications developments, emerging role expectations, aging facilities, and other transformations, while also maintaining and improving services. This facilities plan should provide industry standards and related professionally-developed benchmarks for public library service levels and facilities (e.g. number of square feet, items, computers, seating per capita, etc.) and make recommendations for achieving those standards.

The Library expects the completed facilities master plan to emerge from a process which applies creative and appropriate architectural principles and interdisciplinary planning methodologies. It must incorporate up-to-date demographics and other relevant data for the Library's geographic region and reflect trends in the state and/or nation.

This planning process will result in a final document (Plan) that will contain recommendations pertaining to the types and levels of future services to be provided by the BPL. The Plan will be used as a guide by the BPL City Librarian and Library Board of Directors. The consultant will work with the library board, staff and buildings committee to perform various tasks, including, but not limited to, the following:

A. Analyze existing conditions

The library system as a whole should be analyzed taking into consideration current usage patterns, geographic areas, population centers which include neighborhood projections and analysis, the analysis of existing library facilities and barriers to access and any other relevant information that would help determine whether new facilities will be needed.

B. Prepare needs assessment – both 10 years and 20 years

Conduct a detailed needs assessment for the Bridgeport Public Library system which includes, but is not limited to, its services, collections, technical functions, usage patterns, and facilities.

Assist the library in developing a 10 and 20-year vision and system-wide plan of services (based on its existing long range strategic plan) and utilize these in the facilities master plan.

C. Study suitability of adapting current facilities

Conduct a physical evaluation of the Library's buildings and leased spaces.

Bridgeport Public Library current space and projected space needs should be compared to comparable libraries and "industry standards" for space. Recommendations should be developed in relation to trends in the state and/or nation.

Each existing facility should be examined to determine whether or not it could or should be expanded and/or renovated, how much square footage could/should be added and the cost of improvements.

Provide industry standards and related professionally-developed benchmarks for public library service levels and facilities. Provide comparison information that depicts BPL's position related to benchmark service levels.

D. Identify potential sites (and site criteria) for new facilities

An identification of potential sites should be made.

Consideration should be given to feasibility of expanding or renovating at the existing sites or relocating to another location, population served, staff and public space needs, parking, pedestrian and vehicular traffic patterns, adjacency to complementary services, present and future technology needs, etc.

Describe potential future individual facilities projects for the service areas which fulfill the 10-20-year vision and plan of service; this includes, but is not necessarily limited to, conceptualizations; services, staffing, and functional descriptions; priority ranking; cost estimates; and financing strategies.

Incorporate up-to-date demographic information and other related data (e.g. transportation patterns, general plans, long range strategic plan, school development, population and diversity trends).

F. Prepare marketing materials and guidelines

Prepare presentation guidelines to assist library staff in communicating with stakeholders about the draft plan. The completed master facilities plan document should include charts and/or drawings that would graphically illustrate the new buildings and any renovations and may consist of space standards, conceptual site and floor plans, vignette sketches, color perspectives and comparative graphs and charts or other illustrative material.

Provide copies of the Library Facilities Master Plan in print and copy-ready PDF format, including charts and/or drawings which would graphically illustrate the key elements of the plan.

G. Prepare project costs and timelines

Present the completed Facilities Master Plan to the Library Board for approval.

Projected/Estimated Costs: Estimated costs for turnkey projects including, but not limited to, land acquisition, site development, construction (including soft costs), furnishings, collections and equipment should be determined.

Proposed Timelines: A suggested timeline of potential/proposed building projects including expansion/renovations to existing facilities should be listed in priority order. The most critical projects should be identified in conjunction with available funding. A realistic year-by-year action plan should be developed for all projects given varying levels of available funding.

Selection Criteria

The following items will be considered during the review of submissions:

1. Specialized Experience, Technical Competence, and Innovative Design	30%
2. Professional Qualifications	20%
3. Capacity of the Firm	15%
4. Knowledge of the Locality	10%
5. Adequate Financial Resources	5%
6. Compliance with Required Schedule	5%
7. Adequate Past Performance	5%
8. Necessary Organization	5%
9. Necessary Capital Equipment	5%

Selection Committee will consist of three to five or more of the following representative individuals:

Bridgeport Public Library Board of Directors
Bridgeport Public Library Buildings Committee Members
Bridgeport Public Library City Librarian
City of Bridgeport Public Facilities Representative

For questions please contact Scott A. Hughes, City Librarian at 203.673.8950

Order Confirmation

Ad Order Number 0001747765	Customer PUBLIC FACILITIES- CITY OF BRIDGEPORT	Payor Customer PUBLIC FACILITIES- CITY OF BRIDGEPORT
Sales Rep. dsettani	Customer Account 195461	Payor Account 195461
Order Taker dsettani	Customer Address 45 LYON TERRACE,ATTN: KATHRYN CULLEN BRIDGEPORT CT 06604 USA	Payor Address 45 LYON TERRACE,ATTN: KATHRYN C BRIDGEPORT CT 06604 USA
Ordered By sharon	Customer Phone 203-576-7158	Payor Phone 203-576-7158
Order Source E-mail	Customer Fax 203-576-3959	Customer EMail Sharon.Robertson@Bridgeportct.go
PO Number PO# LBB263123		

Tear Sheets	Proofs	Affidavits	Special Pricing	Promo Type
0	0	0	None	

Order Notes:

Invoice Text:

Blind Box	Materials	Payment Method
------------------	------------------	-----------------------

Net Amount	Tax Amount	Total Amount	Payment Amt	Amount Due
\$508.08	\$0.00	\$508.08	\$0.00	\$508.08

Ad Number	Ad Type	Ad Size	Pick Up Number
0001747765-01	Legal Liners	1.0 X 92 Li	

External Ad #	Ad Released	Ad Attributes
	No	

Color	Production Method	Production Notes
<NONE>	AdBooker	

Product	Placement/Class	# Inserts	Cost
----------------	------------------------	------------------	-------------

Run Dates

Sort Text

Run Schedule Invoice Text

Connecticut Post::	Public Notices	1	\$498.08
--------------------	----------------	---	----------

4/1/2012

CITYOFBRIDGEPORTADVERTISEMNTLBB263123SHARONREQUESTFORPROPOSALSLIBRA

City of Bridgeport Advertisement LBB263123sharon Request for Pr

Connpost.com::	Public Notices	1	\$10.00
----------------	----------------	---	---------

4/1/2012

CITYOFBRIDGEPORTADVERTISEMNTLBB263123SHARONREQUESTFORPROPOSALSLIBRA

City of Bridgeport Advertisement LBB263123sharon Request for Pr

Ad Content Proof

**City of Bridgeport
Advertisement
LBB263123sharon
Request for Proposals
Library Facilities
Master Planning Services
Due: April 25, 2012 @
2 p.m. (EST)**

Eight (8) separate, statements of qualifications and complete proposal package for a City Wide library facilities Master Plan will be received by the Department of Public Purchases, City Hall Annex Building, 999 Broad Street- 2cd floor, Bridgeport, CT 06604 until 2:00 pm on Wednesday, April 25, 2012 and then at said office be publicly opened.

The intention of this RFP is to receive and review proposals for the development of a ten and twenty year Master Plan from qualified consultants. The selected consultant shall work with the Library Board, staff and building committees in the performance of various tasks including but not limited to: analysis of current conditions, long term needs assessment, feasibility study for current facility adaptability and identifying potential new site, preparing materials and guidelines and preparing project costs and deadlines.

Selection Criteria

1. Specialized Experience, Technical Competence, and Innovative Design 30%
2. Professional Qualifications 20%
3. Capacity of the Firm 15%
4. Knowledge of the Locality 10%
5. Adequate Financial Resources 5%
6. Compliance with Required Schedule 5%
7. Adequate Past Performance 5%
8. Necessary Organization 5%
9. Necessary Capital Equipment 5%

Selection Committee will consist of three to five or more of the following representative individuals:

Bridgeport Public Library Board of Directors

Bridgeport Public Library Buildings Committee Members

Bridgeport Public Library City Librarian

City of Bridgeport Public Facilities Representative

To view the entire RFP please go to the www.bidsync.com website. For further information please contact Scott A Hughes, City Librarian @ (203) 673-8950
Bernd Tardy
Acting City Purchasing Agent

Bridgeport Public Library Facilities Master Plan Questions and Answers

Q. Can the proposals be delivered by an overnight service such as FEDEX? If this is possible could you provide a proper delivery address and phone? A. Yes, proposals may be delivered to: Department of Public Purchases 999 Broad Street, 2nd Floor Bridgeport, CT 06604 Attention Sharon Robertson 203.394.6975

Q. The RFP references an existing long-range strategic plan. Are copies of this plan available? A. Yes. The Library's strategic plan is available online at:

<http://bportlibrary.org/about/library-long-range-plan/>

Q. Will analyzing and developing demographic information relative to the Facilities Master Plan be the responsibility of the responding firm? A. Yes.

Q. The RFP does not indicate any submission requirements. Do you have specific requirements for the qualifications/proposal submission other than the number of copies? A. No.

Q. How many of your facilities are leased and how many are owned? A. The Main Library, Black Rock Branch, and North End Branch are city owned. The Newfield and Old Mill Green Branches are leased spaces.

Q. Are as built drawings available for any of the existing facilities? A. Yes. The Main Library and Black Rock and North End Branch Libraries.

Q. There does not appear to be a section E on the RFP. Are we missing text? A. No. The lack of a section E was an error on our part. Please feel free to organize your proposal accordingly/correctly.

Q. Within the 10 page document downloaded from BidSync there were two blank pages (#7 and #9). Are we missing content from those pages? A. No.

Q. Would the selected consultant be precluded from working on subsequent library building projects? A. No.

Q. The RFP does not specify a proposal format or content requirements other than the number of copies needed. Is it up to each firm to determine content of their proposal? A. Yes.

Q. Will joint ventures between and collaborative teams between local and national firms be considered? A. Yes

Q. What community stakeholders will be included in the development of the plan? A. The Library Board of Directors and Building Committee may identify community stakeholders as needed.

Q. Can you provide definitions for the search criteria?

A. Yes. The following definitions are provided as a clarification:

Specialized Experience, Technical Competence, and Innovative Design – this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode.

Professional Qualifications – experience in this type of activity is key to success.

Capacity of the Firm – this deals with human and capital resources to successfully complete the contract.

Knowledge of the Locality – this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility.

Adequate Financial Resources – to perform the contract or ability to obtain them.

Compliance with Required Schedule – the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

Adequate Past Performance – a satisfactory record of past performances, integrity, and business ethics.

Necessary Organization – the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them.

Necessary Capital Equipment – the necessary production, construction, and technical equipment and facilities or ability to obtain them.

Name of Firm Godfrey Assoc.

Date 8/9/12

Name of Reviewer Paul Arroyo

1. **Specialized Experience, Technical Competence, and Innovative Design** - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%) 30%

2. **Professional Qualifications** - experience in this type of activity is key to success (20%). 20%

3. **Capacity of the Firm** - this deals with human and capital resources to successfully complete the contract (15%). 15%

4. **Knowledge of the Locality** - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%). 10%

5. **Adequate Financial Resources** - to perform the contract or ability to obtain them (5%). 5%

6. **Compliance with Required Schedule** - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%). 5%

7. **Adequate Past Performance** - a satisfactory record of past performances, integrity, and business ethics (5%). 5%

8. **Necessary Organization** - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%). 5%

9. **Necessary Capital Equipment** - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%). 5%

Name of Firm Antinozzi, ASSO

Date 8/9/12

Name of Reviewer Paul Arroyo

1. **Specialized Experience, Technical Competence, and Innovative Design** - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%) 20%

2. **Professional Qualifications** - experience in this type of activity is key to success (20%). 15%

3. **Capacity of the Firm** - this deals with human and capital resources to successfully complete the contract (15%). 15%

4. **Knowledge of the Locality** - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%). 10%

5. **Adequate Financial Resources** - to perform the contract or ability to obtain them (5%). 5%

6. **Compliance with Required Schedule** - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%). 5%

7. **Adequate Past Performance** - a satisfactory record of past performances, integrity, and business ethics (5%). 5%

8. **Necessary Organization** - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%). 5%

9. **Necessary Capital Equipment** - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%). 5%

Name of Firm Group 4

Date 8/9/12

Name of Reviewer Paul Arroyo

1. **Specialized Experience, Technical Competence, and Innovative Design** - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%) 25%

2. **Professional Qualifications** - experience in this type of activity is key to success (20%). 10%

3. **Capacity of the Firm** - this deals with human and capital resources to successfully complete the contract (15%). 10%

4. **Knowledge of the Locality** - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%). 10%

5. **Adequate Financial Resources** - to perform the contract or ability to obtain them (5%). 5%

6. **Compliance with Required Schedule** - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%). 5%

7. **Adequate Past Performance** - a satisfactory record of past performances, integrity, and business ethics (5%). 5%

8. **Necessary Organization** - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%). 5%

9. **Necessary Capital Equipment** - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%). 5%

Name of Firm

Godfrey Assoc / Don Arch Date 7.9.12

Name of Reviewer

Baraka

✓ **1. Specialized Experience, Technical Competence, and Innovative Design** - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%) yes

2. Professional Qualifications - experience in this type of activity is key to success (20%).

Very experienced

3. Capacity of the Firm - this deals with human and capital resources to successfully complete the contract (15%).

Yes

✓ **4. Knowledge of the Locality** - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%).

moderately, but has worked in similar communities

5. Adequate Financial Resources - to perform the contract or ability to obtain them (5%).

Yes

6. Compliance with Required Schedule - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%).

yes

✓ **7. Adequate Past Performance** - a satisfactory record of past performances, integrity, and business ethics (5%).

yes

8. Necessary Organization - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%).

yes

9. Necessary Capital Equipment - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%).

yes

Name of Firm Integrity Assoc⁺² Date 7.9.12

Name of Reviewer Baraka

1. **Specialized Experience, Technical Competence, and Innovative Design** - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%) *measure of their ability to meet the needs of the community*

2. **Professional Qualifications** - experience in this type of activity is key to success (20%). *not clear as to their experience*

3. **Capacity of the Firm** - this deals with human and capital resources to successfully complete the contract (15%). *The three factors are well established*

4. **Knowledge of the Locality** - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%). *Did not appear to have done library homework*

5. **Adequate Financial Resources** - to perform the contract or ability to obtain them (5%). *yes*

6. **Compliance with Required Schedule** - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%). *yes*

7. **Adequate Past Performance** - a satisfactory record of past performances, integrity, and business ethics (5%). *unclear of their past performance*

8. **Necessary Organization** - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%). *yes*

9. **Necessary Capital Equipment** - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%). *yes*

Name of Firm L. Brang (Acad) Ltd Date 7.9.12

Name of Reviewer Barbara

1. **Specialized Experience, Technical Competence, and Innovative Design** - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%)

will support professional personnel

2. **Professional Qualifications** - experience in this type of activity is key to success (20%).

all are qualified; established strong background and experience

3. **Capacity of the Firm** - this deals with human and capital resources to successfully complete the contract (15%).

4. **Knowledge of the Locality** - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%).

very knowledgeable - 3 have worked on hq+ projects

5. **Adequate Financial Resources** - to perform the contract or ability to obtain them (5%).

6. **Compliance with Required Schedule** - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%).

7. **Adequate Past Performance** - a satisfactory record of past performances, integrity, and business ethics (5%).

yes

8. **Necessary Organization** - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%).

yes

9. **Necessary Capital Equipment** - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%).

yes

Hidden

2

Name of Firm SKEN

Date 8/9/12

Name of Reviewer Hidden

1. **Specialized Experience, Technical Competence, and Innovative Design** - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%)

25%

2. **Professional Qualifications** - experience in this type of activity is key to success (20%).

20%

3. **Capacity of the Firm** - this deals with human and capital resources to successfully complete the contract (15%).

15%

4. **Knowledge of the Locality** - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%).

5%

5. **Adequate Financial Resources** - to perform the contract or ability to obtain them (5%).

5%

6. **Compliance with Required Schedule** - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%).

Presentation 5%

7. **Adequate Past Performance** - a satisfactory record of past performances, integrity, and business ethics (5%).

5%

8. **Necessary Organization** - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%).

5%

9. **Necessary Capital Equipment** - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%).

5%

(3)

Name of Firm Antinozzi

Date 8/9/12

Name of Reviewer _____

1. **Specialized Experience, Technical Competence, and Innovative Design** - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%)

20%

2. **Professional Qualifications** - experience in this type of activity is key to success (20%).

15%

3. **Capacity of the Firm** - this deals with human and capital resources to successfully complete the contract (15%).

10%

4. **Knowledge of the Locality** - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%).

9%

5. **Adequate Financial Resources** - to perform the contract or ability to obtain them (5%).

5%

6. **Compliance with Required Schedule** - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%).

unenthusiastic

7. **Adequate Past Performance** - a satisfactory record of past performances, integrity, and business ethics (5%).

5%

8. **Necessary Organization** - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%).

5%

9. **Necessary Capital Equipment** - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%).

5%

Byles Project Mgr.

Name of Firm Group 4 1 Date 8/9/12

Name of Reviewer John

1. Specialized Experience, Technical Competence, and Innovative Design - this criteria is the most important as it deals with the uniqueness of the design which might well contribute to becoming a national/international mode (30%)

28%

2. Professional Qualifications - experience in this type of activity is key to success (20%).

20%

3. Capacity of the Firm - this deals with human and capital resources to successfully complete the contract (15%).

15%

4. Knowledge of the Locality - this aspect is critical in terms of familiarity with the existing conditions of the surrounding area, as well as output of the existing facility (10%).

10%

5. Adequate Financial Resources - to perform the contract or ability to obtain them (5%).

5%

6. Compliance with Required Schedule - the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments (5%).

Excellent presentation 4%

7. Adequate Past Performance - a satisfactory record of past performances, integrity, and business ethics (5%).

4%

8. Necessary Organization - the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (5%).

5%

9. Necessary Capital Equipment - the necessary production, construction, and technical equipment and facilities or ability to obtain them (5%).

A. Customer Mapping
B. Special Focus
C. Time

5%

quite knowledgeable & prepared



DEPARTMENT OF LAND USE CONSTRUCTION REVIEW
Room 212 - 45 Lyon Terrace
Bridgeport, Connecticut 06604
Tel: (203) 576-7222 • Fax (203) 576-7213

HISTORIC DISTRICT COMMISSIONS
Historic District Commission #1
Stratfield Historic District

COMM. #13-12 Ref'd to Ordinance Committee on 12/17/2012.

MEMORANDUM

TO: City Council

FROM: William E. Minor, LUCR Director 

DATE: December 5, 2012

RE: Historic Study Report – 93 Mayflower Drive – Historic Property Designation

*City Received
2012 DEC 5 P. 8:26
OFFICE*

Honorable Members:

Pursuant to CGS Section 7-147q (f), transmitted herewith is a copy the Historic Property Report and this letter of support from City of Bridgeport Historic Study Committee in which the committee issued a favorable recommendation supporting the designation of the above noted property as a “historic property”. The aforementioned Study Committee recommendation was issued following the public hearing held on December 4, 2012. Also included is a copy of letters of support from the Connecticut Historical Commission and the City of Bridgeport Planning and Zoning Commission.

cc: Mark Halstead

Enclosure



DEPARTMENT OF LAND USE CONSTRUCTION REVIEW
Room 212 - 45 Lyon Terrace
Bridgeport, Connecticut 06604
Tel: (203) 576-7222 • Fax (203) 576-7213

HISTORIC DISTRICT COMMISSIONS
Historic District Commission #1
Stratfield Historic District

Changed to Accepted & Made Part of the
COMM. #13-12 Ref'd to ~~Ordinance Committee on 12/17/2012.~~ record on
1/22/2013

MEMORANDUM

TO: City Council

FROM: William E. Minor, LUCR Director 

DATE: December 5, 2012

RE: Historic Study Report – 93 Mayflower Drive – Historic Property Designation

*RECEIVED
CITY OF BRIDGEPORT
PLANNING & ZONING DEPARTMENT
DEC 10 2012*

Honorable Members:

Pursuant to CGS Section 7-147q (f), transmitted herewith is a copy the Historic Property Report and this letter of support from City of Bridgeport Historic Study Committee in which the committee issued a favorable recommendation supporting the designation of the above noted property as a "historic property". The aforementioned Study Committee recommendation was issued following the public hearing held on December 4, 2012. Also included is a copy of letters of support from the Connecticut Historical Commission and the City of Bridgeport Planning and Zoning Commission.

cc: Mark Halstead

Enclosure

MEETING DATE: December 17, 2012

NO. 13-12

COMMITTEE: ACCEPTED & MADE PART OF THE RECORD REFERRED TO COMM.:

SUBJECT: Historic Study Report-93 Mayflower Drive-
Historic Property Designation pursuant to CGS Section 7-147a(f)

MOTION BY: J. Olson 2ND BY: T. McCarthy

APPROVED _____ DENIED _____ TABLED _____ REF. TO COMM.

REMARKS:
Changed to REFld to Ordinance Committee

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



Department of Economic and
Community Development

Connecticut
still revolutionary

September 7, 2012

Mr. William Minor
Director, Land Use and Construction Review
City of Bridgeport, Department of City Planning
Office of Planning and Economic Development
45 Lyon Terrace
Room 212
Bridgeport, CT 06604

Re: Proposed Historic Property Designation: City of Bridgeport

Dear Mr. Minor:

I am pleased to inform you that at its September 5, 2012 meeting, the Historic Preservation Council voted unanimously to recommend approval of the study report submitted by the City of Bridgeport study report committee for the proposed 93 Mayflower Drive (also known as Cohn-LaChance House) in Bridgeport, CT

The council fully supports and encourages the ongoing efforts of the City of Bridgeport to protect and preserve its irreplaceable historic and architectural heritage.

Please keep me informed of the progress of this designation. In the meantime if you have any questions regarding this notification, please feel free to contact me at (860) 256-2756.

Sincerely,

A handwritten signature in cursive script that reads "Mary Dunne".

Mary Dunne
Architectural Historian

State Historic Preservation Office

One Constitution Plaza | Hartford, CT 06103 | P: 860.256.2800 | Cultureandtourism.org

An Affirmative Action/Equal Opportunity Employer An Equal Opportunity Lender



City of Bridgeport
Zoning Department
PLANNING AND ECONOMIC DEVELOPMENT

45 Lyon Terrace • Bridgeport, Connecticut 06604
Telephone (203) 576-7217
Fax (203) 576-7213

November 28, 2012

MARK R. HALSTEAD, ARCHITECT
222 CASMIR DRIVE
FAIRFIELD, CT 06825
DISCUSSION ITEM

RE: 93 MAYFLOWER DRIVE

Dear Mr. Halstead:

At a public hearing held on Monday, November 26, 2012 the Planning and Zoning Commission voted unanimously to send a **favorable recommendation** for the inclusion of 93 Mayflower Dr. into the Civkin Historic District.

If you have any questions, please call the Zoning Office at 203-576-7217..

Cordially,

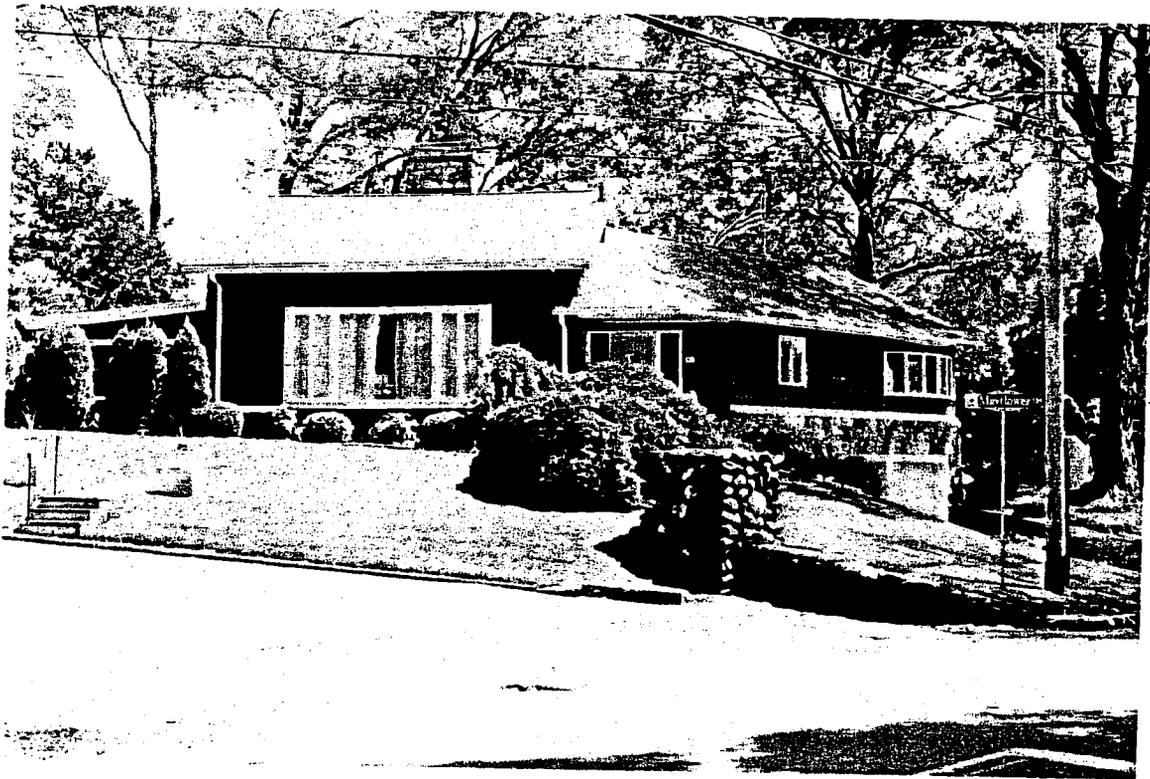
Dennis Buckley, Clerk
Planning & Zoning Commission

DB/gb

cc: William Minor, Director, LUCR

HISTORIC PROPERTY STUDY

COHN - LACHANCE HOUSE
BRIDGEPORT, CONNECTICUT
1947



VICTOR CIVKIN, ARCHITECT

PREPARED BY MARK R. HALSTEAD AIA

HISTORIC PROPERTY STUDY

Prepared by

Mark R. Halstead AIA

222 Casmir Drive, Fairfield, CT 06825

Property: Cohn-LaChance House

Address: 93 Mayflower Drive
Parcel #1362-8A
Bridgeport, Connecticut

Architect: Victor Civkin 1898-1968 (project #47199)

Year of Construction: 1947

Original Owner: Harry and Pauline Cohn

Current Owner: Marie Madeleine LaChance (resident since 1967)

HISTORY

A small house in Bridgeport, Connecticut represents a watershed in the career of prolific local architect Victor Civkin.

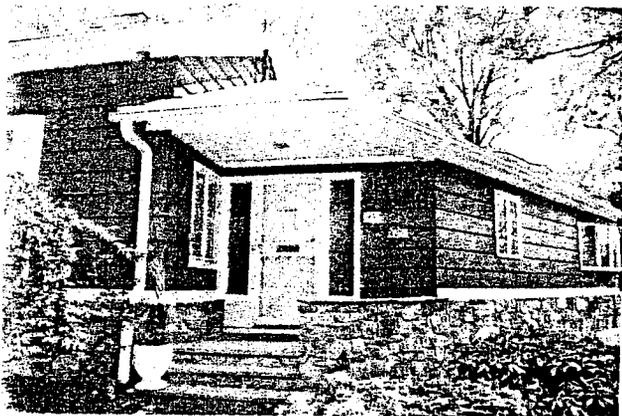
Civkin was a pioneer Modernist architect in Southern Connecticut. In the course of his 45-year career in the United States, Civkin designed hundreds of houses in the Modernist style. Most still stand, and fully eighty percent of these bear the unmistakable stamp of Civkin. Until 1953, he was chief architect of the General Electric Home Bureau; under his direction the modern kitchen was developed and marketed. Concurrently, Civkin established a strong client base among GE executives and Bridgeport area businessmen.

The 1947 house Civkin designed for lawyer Harry Cohn, at the corner of Mayflower Drive and Brooklawn Avenue in Bridgeport, demonstrates the break between Civkin's early period, during which he favored the International Style but (of necessity) also designed in the Colonial Revival mode, and his later work, which is exclusively his own brand of Modernism.



FEATURES

A veritable encyclopedia of Civkin vocabulary, this small house reposes on the sloping terrain of an obtuse corner site; the entrance, under a cantilevered overhang, is placed at the vertex of the 124-degree angle, opening to both streets. The front door is cleverly located such that it directly addresses southbound traffic on Brooklawn Avenue, while at the same time respecting the house's actual address on Mayflower Drive.



Stone foundations wrap the house, higher than the floor line -- delineating the sill of the big living room windows -- and extend beyond to form the front porch, tying the house to its site. Overhangs all around -- though not so large as Civkin would utilize a few years later -- shade the walls to create a feeling of depth and graceful massiveness. The hip roof of the lower section meets the gable of the living

room effortlessly, and the masses of the house rise elegantly with the grading of the site. Corner windows here had become a Civkin staple, and mullions were strictly banished; he wrote many times of the silliness of designing windows with hundreds of little panes to be washed. Horizontal redwood siding, of unusual profile, has weathered admirably; originally left natural, it has been stained "redwood red," maintaining the dark palette of the original appearance.

Though of modest area, the house feels large inside. The foyer, whose shape follows the angles of the site, leads into an ell-shaped living-dining room, flanked by a stone terrace that later became a screened porch. The design of the master bedroom skillfully utilizes the angles of the site to create a glass-prowed, five sided room that feels generous, despite its small size.

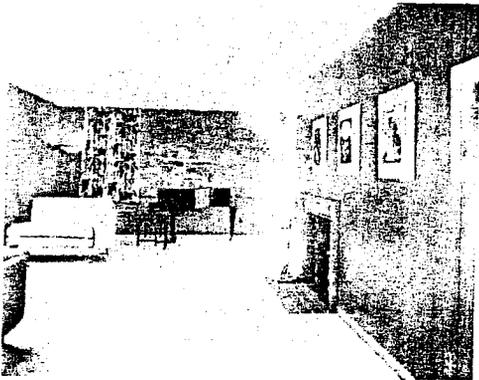


Civkin's advanced planning concepts are evident here. By this stage in his career, his emphasis had become *functional* interiors, in which all spaces could be enjoyed by flowing freely together, rather than having discrete formal spaces, for convention's sake, that would rarely be used. The Living Room and Dining Room form an ell -- a motif Civkin developed as far back as 1933, but since widely copied -- which allows two modestly-sized spaces to meld into one commodious room of greater functionality.

ALTERATIONS

The original kitchen has been replaced, but occupies the same area; Civkin's GE Model Kitchens were always deliberately small and efficient -- everything within reach -- and that concept is still evident here.

Windows have been replaced, though sensitively; originally, all windows were steel sash casements, with picture units in the dining room and the center unit of the living room assembly. The retrofit units are all casement-type. The prominent living room window casements no longer have their original transoms, and the windows in the Den, facing Brooklawn Avenue, have been changed to a bow window unit, but otherwise the house, as a whole, retains its original appearance.



The living room's original mahogany paneling was covered over with gypsum board, but is still intact beneath the new finish. The current Victorian wood mantel was installed by the LaChance Family, salvaged from their former home on Wordin Avenue in Bridgeport.

Vinyl siding has been applied to wood soffits.

The Sunporch on the east side of the house is a sympathetic addition. Originally, this was a stone-paved patio only.

A bedroom and half-bath have been added in former attic space above the living room, but no changes were made to the exterior.

SIGNIFICANCE

In the oeuvre of Victor Civkin's architecture, the Cohn-LaChance House turns the corner, literally and stylistically. A comparison of the Cohn-LaChance House with



HOME OF MR. AND MRS. JOHN A. LYDDY. Mr. Lyddy is Superintendent of Police for the City of Bridgeport. The house was built in 1947 and is located on the highest point of the hill. It is on the site of the old fort that commanded a view of the harbor in the War of 1812.

Civkin's house for Bridgeport Police Superintendent John A. Lyddy in the Black Rock section of Bridgeport (169 Old Battery Road), also designed in 1947, illustrates the leap



Civkin made with the Cohn design. The Lyddy House is a well-proportioned, orthogonal two-story house, fairly conventional on the whole, though featuring some sleek Civkin details and free-flowing interior spaces. The Cohn-LaChance House, on the other hand, does not bow to conventionality; it celebrates its unique location and its practical novelty.

Contained in this house are the seeds of many design elements Civkin would use throughout the 1950s and 1960s: the foundations stretching past the house into the site, the shallow-pitch roofs with large overhangs which seem to float above the body of the house, and carefully considered window configurations. Elements of this house can be seen, still, in more than thirty houses which Civkin designed in the Sky Top area of Fairfield, only a mile or so distant. Civkin's style was widely copied by contemporary architects.



The molding of this house to its site, especially during this period of Post-War cookie-cutter housing, is notable. The simple sculptural quality of the house has made it a local landmark. It is simultaneously playful and ruthlessly efficient.

The year 1947 was the beginning of the most productive period in Civkin's career. The

houses for the Cohns and Lyddys were the first Civkin houses in Bridgeport. Between 1947 and 1961, Civkin designed eleven other houses in the city, all still standing, all unique, and without exception, still true to Civkin's original design concepts. Most, like the Cohn-LaChance House, have not been altered in any significant way.



Civkin's Modernism is strong and simple, without the flashiness of the work of many of his contemporaries. Though subtle, Civkin's residential work always emanates his unbending dedication to the principles of his own brand of Modern Architecture. Truly "Durable Modernism," Civkin's work stands the test of time.

Proposed ordinance to create the Civkin Historic District:

Bridgeport Municipal Code

Chapter 12.32 HISTORIC DISTRICTS

Sections:

Add:

12.32.070 Civkin historic district established.

After Article 12.32.060, *add:*

Article 12.32.070 Civkin historic district established.

Beginning at point of intersection of Mayflower Drive and Brooklawn Avenue, southeast corner; thence northeasterly 83 feet by Mayflower Drive; thence southeasterly 108 feet, more or less, by remaining property of Lot #12 on map dated 16 April 1929 by A. D. Fuller, Civil Engineers, which map is on file in the office of the Bridgeport Town Clerk in Map Book 11, Page 53; thence southwesterly 146.53 feet by land now or formerly of Flora B. Powell, thence northeasterly 119.69 feet along Brooklawn Avenue to the point of intersection with the place of commencement.

PARCEL 1362-13

146.53' (140' ± PER ENGR. MAP) PARCEL 1362-14

PARCEL
1362-7A

D 1064

63' (71' ± PER ENGR. MAP)

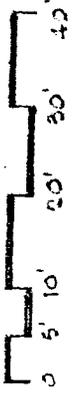
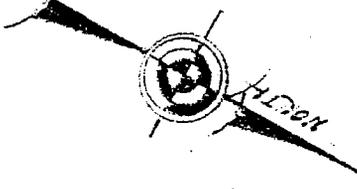
119.63'

(231' ± PER CITY ENGR. MAP)

AVENUE

BROOKLAWN
CITY LINES

FAIRFIELD TOWN LINES



BROOKLAWN
TERRACE

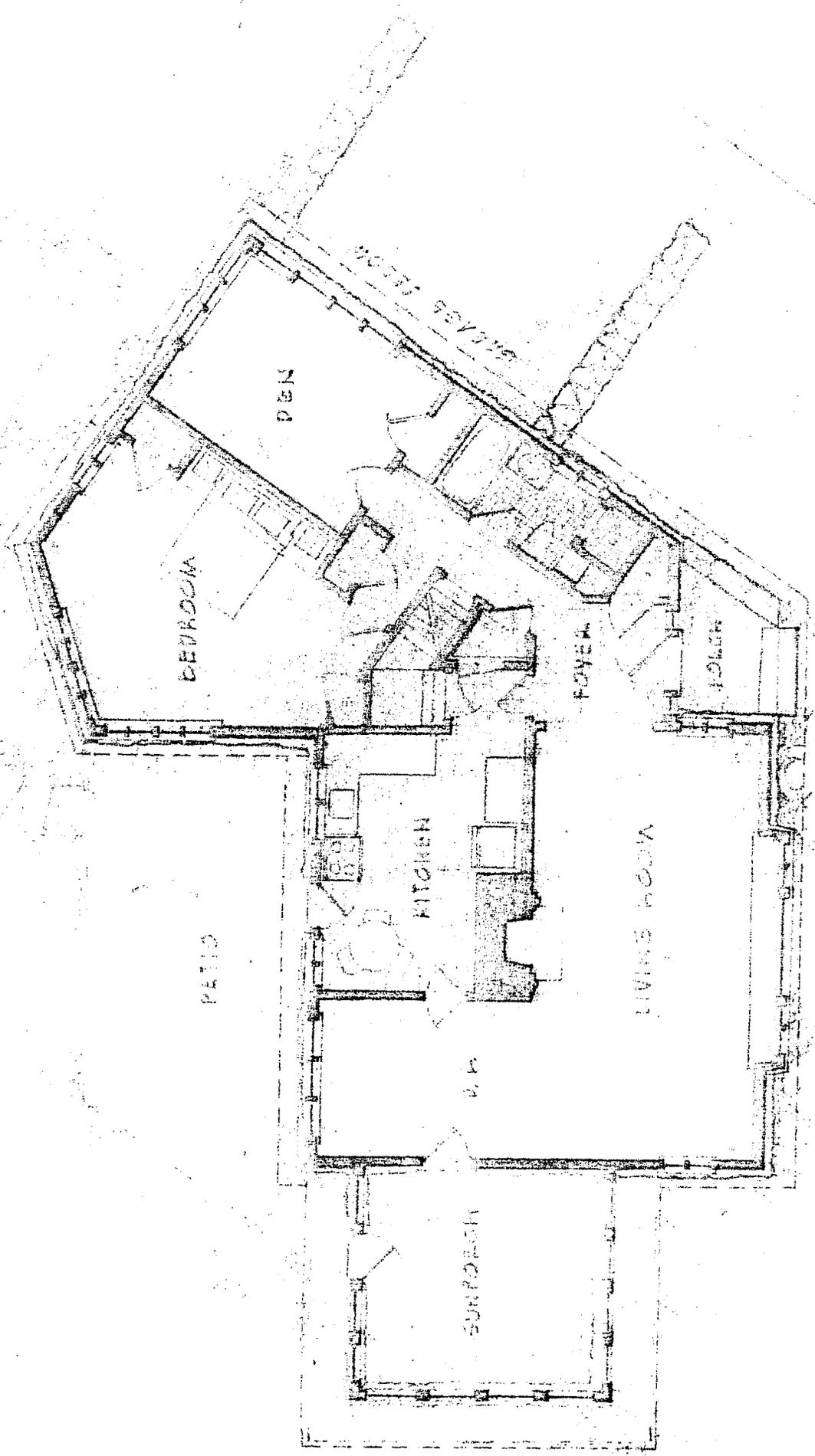
PROPERTY MAP

COHN-LACHANCE HOUSE

93 MAYFLOWER DR. BRIDGEPORT, CT

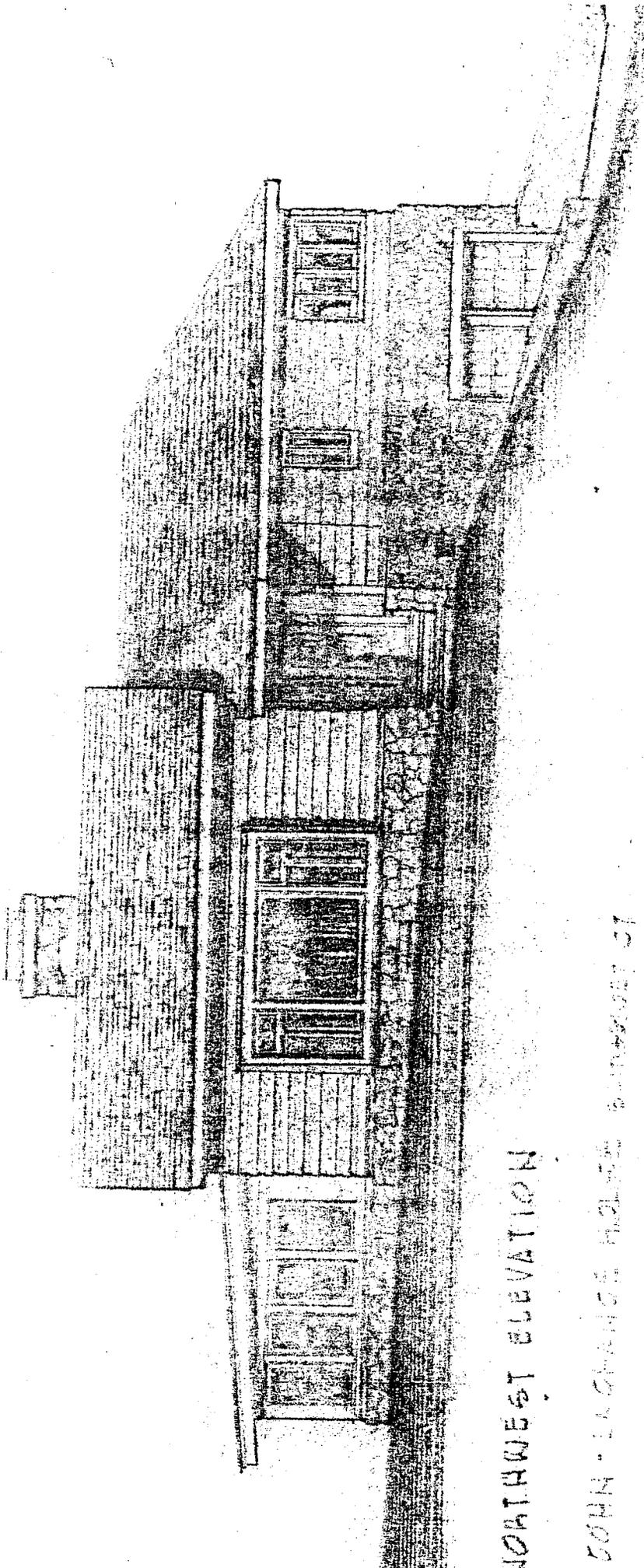
MAYFLOWER DRIVE

DRAWN BY M.E. HAZEN, 7 MAY 1962



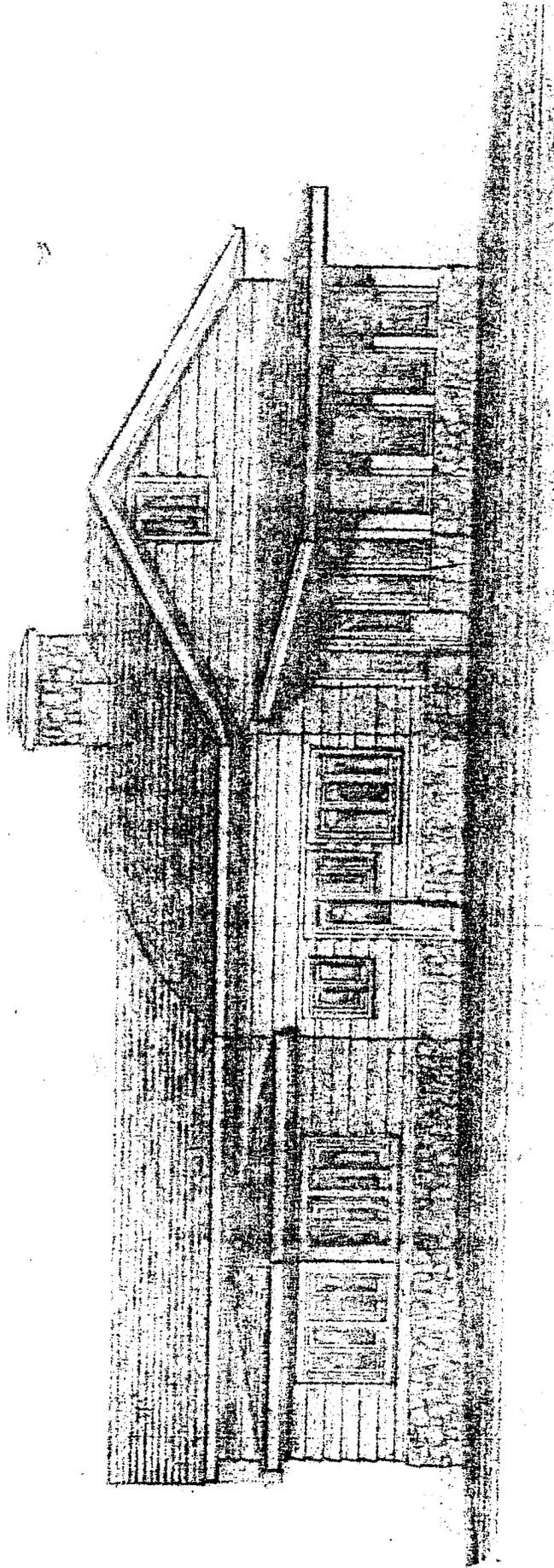
PLAN
CAMPBELL PLACE HOUSE





NORTHWEST ELEVATION

JOHN - LA GRANGE HOUSE - BIRMINGHAM, ALA.



EAST ELEVATION

COHN - 1624 N. 10th St. H. 1918

RESOLUTION

By Councilmember(s): **AmyMarie Vizzo-Paniccia**

District: 134th

Introduced at a meeting
of the City Council, held:

December 17, 2012

Referred to: Board of Police Commissioners

Attest: _____
City Clerk

WHEREAS, speeding and traffic in schools zones has contributed to accidents and increase the danger to school children in particular.

WHEREAS, to prevent violence in and around schools; and prevent the illegal use of alcohol, tobacco and drugs when children are in school or at a school sponsored activity which is on school property there needs to be a safe, orderly and drug-free learning environment.

WHEREAS, for effective enforcement of speeding and traffic regulations, and enhanced penalties for illegal drug violations law enforcement agencies need to have proper signs posted.

RESOLVED, in the school zone that comprises the Discovery Magnet School at 4510 Park Avenue there be posted at the beginning of the zone in each direction that traffic is permitted to flow warning signs which shall read as follows: "DRUG FREE SCHOOL ZONE" and "SCHOOL ZONE AHEAD FINES DOUBLED", and at the end of the zone in each direction that traffic is permitted to flow there be posted warning signs which shall read as follows: "END SCHOOL ZONE".

Referrals Made:

RECEIVED
POLICE OFFICE
2012 DEC 11 A 9 34
ATTEN:
POLICE

RES. #14-12 Ref'd to Board of Police Commissioners on 12/17/2012.

Posting of signs at the Discovery Magnet School to enable effective enforcement of speeding, traffic regulations, and enhanced penalties for illegal drug violations by law enforcement agencies that read "DRUG FREE SCHOOL ZONE" and "SCHOOL ZONE AHEAD FINES DOUBLED".

RECEIVED
OFFICE
2012 DEC 11 A 9:19

***159-11 Consent Calendar**

Grant Submission: re State of Connecticut Department of Energy and Environment Protection for 319 NPS Grant Program.

**Report
of
Committee
on
CEA & Environment**

Submitted: December 17, 2012

Adopted: _____

Attest: _____

Fleeta C Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***159-11 Consent Calendar**

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

WHEREAS, this funding has been made possible through a grant through 319 NPS Grant Program; and

WHEREAS, funds under this grant will be used to support the improved stormwater management for waters entering the Pequonnock River at Knowlton Park; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport, Department of Public Facilities, submit an application to the State of Connecticut Department of Energy and Environmental Protection in the amount of \$75,000 to support the Department of Public Facilities in coordinating the implementation and construction of a Stream Edge Buffer and Riparian Restoration and Water Quality Treatments at Knowlton Park; Now, therefore be it

RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Energy and Environmental Protection for funds to support the Department of Public Facilities in stormwater management for waters entering the Pequonnock River; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State Department of Energy and Environmental Protection for the 319 NPS Grant Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



Report of Committee on ECD and Environment
***159-11 Consent Calendar**

-2-

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

Lydia N. Martinez Co-Chair

M. Evette Brantley Co-Chair

Warren Blunt

Robert P. Curwen, Sr.

Michelle A. Lyons

Martin C. McCarthy

03-12 (PHO)

Public Hearing Ordered for January 7, 2013: re Partial
Tax Abatement for Affordable Rental Housing at 810
Boston Avenue.

Report
of
Committee
on
ECB & Environment

Submitted: December 17, 2012 (OFF THE FLOOR)

Adopted: _____

Fleeta S. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

03-12 (PHO)

BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, January 7, 2013 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to a Resolution by the Bridgeport City Council Authorizing a Partial Tax Abatement for Affordable Rental Housing at 810 Boston Avenue.

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

Lydia N. Martinez, Co-Chair

M. Evette Brantley, Co-Chair

Warren Blunt

Robert P. Curwen, Sr.

Michelle A. Lyons

Martin C. McCarthy

04-12 (PHO)

Public Hearing Ordered for January 7, 2013: re Partial
Tax Abatement for Mixed Use Development at 930
Main Street and 114 State Street (The Former
Mechanics and Farmers Bank Building).

Report
of
Committee
on
CEA & Environment

Submitted: December 17, 2012 (OFF THE FLOOR)

Adopted: _____

Attest: _____

Fleeta L Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

04-12 (PHO)

BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, January 7, 2013 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to a Resolution by the Bridgeport City Council Authorizing a Partial Tax Abatement for Mixed Use Development at 930 Main Street and 114 State Street (The Former Mechanics and Farmers Bank Building).

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

Lydia N. Martinez, Co-Chair

M. Evette Brantley, Co-Chair

Warren Blunt

Robert P. Curwen, Sr.

Michelle A. Lyons

Martin C. McCarthy

08-12

Resolution of the City Council regarding the Extension
of the Duration of Controls of the Congress Plaza NDP
Area No. 2 Urban Renewal Plan.

Report
of
Committee
on
CEA & Environment

Submitted: December 17, 2012
(OFF THE FLOOR)

Adopted: _____

Attest: _____

Fleeta C Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

08-12

RESOLUTION OF THE BRIDGEPORT CITY COUNCIL REGARDING THE EXTENSION OF THE DURATION OF CONTROLS OF THE CONGRESS PLAZA NDP AREA NO. 2 URBAN RENEWAL PLAN

WHEREAS, the City of Bridgeport ("City") adopted the **Congress Plaza NDP Area No.2 Urban Renewal Plan** ("Plan") in December of 1972 in order to facilitate a staged program for the rehabilitation and redevelopment of the Downtown Central Business District neighborhood; and

WHEREAS, the Bridgeport Redevelopment Agency ("BRA") and the City Council has from time to time considered and approved various amendments to the Plan, the most recent of which was on September 4, 2007; and

WHEREAS, in the forty (40) plus years that the Plan has been in existence, the BRA has utilized the powers of the Plan to make improvements in the Downtown Central Business District neighborhood and there are several redevelopment efforts ongoing within the jurisdiction of said Plan; and

WHEREAS, the "Duration of Controls" of this Plan are set to expire on December 31, 2012; and

WHEREAS, the BRA at its meeting of November 9, 2012 Ordered a Public Hearing to be conducted on November 26, 2012 and subsequently, at its meeting of November 26, 2012, approved the extension of the duration of controls to December 31, 2022; and

WHEREAS, the BRA considered the proposed extension of the duration of controls and found that its adoption would not adversely harm any property owner or redeveloper; and

WHEREAS, all affected redevelopers within the Congress Plaza NDP Area No.2 Urban Renewal Plan were notified in writing of the proposed extension of the duration of controls and in addition, a public notice was published in the Connecticut POST newspaper on November 12, 2012 and November 21, 2012 and a public hearing was held on November 26, 2012 in accordance with Connecticut law; and



Report of Committee on ECD and Environment
08-12

-2-

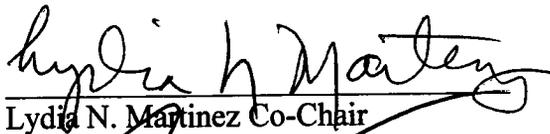
WHEREAS, the Bridgeport Planning & Zoning Commission ("P&ZC") found that the requested extension of the duration of controls of this Plan to be in compliance with the City's *Master Plan of Conservation & Developmental* subsequently issued a C.G.S. Section 8-24 "favorable" report on this proposed action at their meeting on November 26, 2012; and

WHEREAS, the continuation of this Plan's objectives and powers supports and will be in the best interests of the City, redevelopers and these on-going redevelopment efforts; Now, therefore be it

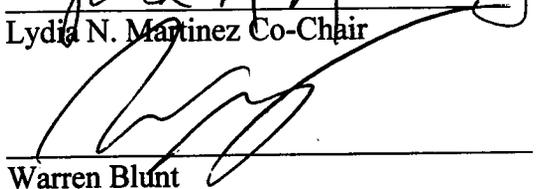
RESOLVED that the Bridgeport City Council hereby acknowledges the value of this Plan to the redevelopment efforts of the Downtown Central Business District neighborhood and approves the extension of the duration of controls of the Congress Plaza NDP Area No.2 Urban Renewal Plan and this resolution to extend the duration of controls for a period of ten (10) years to December 31, 2022, be it further

RESOLVED that the Mayor or his designee are authorized to execute any and all documentation, take all actions and do all things necessary to implement the intent of the resolution of the Bridgeport City Council.

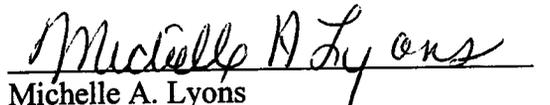
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Lydia N. Martinez Co-Chair

M. Evette Brantley Co-Chair


Warren Blunt

Robert P. Curwen, Sr.


Michelle A. Lyons

Martin C. McCarthy

Council Date: December 17, 2012 (OFF THE FLOOR)

160-11

Resolution regarding the Extension of the Duration of Controls of the East Side NDP Area No.1 Urban Renewal Plan.

**Report
of
Committee
on
CEA & Environment**

Submitted: December 17, 2012

Adopted: _____
(OFF THE FLOOR)

Fleeta C Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

160-11

RESOLUTION OF THE BRIDGEPORT CITY COUNCIL REGARDING THE EXTENSION OF THE DURATION OF CONTROLS OF THE EAST SIDE NDP AREA NO. 1 URBAN RENEWAL PLAN

WHEREAS, the City of Bridgeport ("City") adopted the East Side NDP Area No. 1 Urban Renewal Plan ("Plan") on January 19, 1970 in order to facilitate a staged program for the rehabilitation and redevelopment of the lower East Side neighborhood; and

WHEREAS, the Bridgeport Redevelopment Agency ("BRA") and the City Council has from time to time considered and approved various amendments to the Plan, the most recent of which was on January 24, 2007; and

WHEREAS, in the forty (40) plus years that the Plan has been in existence, the BRA has utilized the powers of the Plan to make tangible improvements in the lower East Side neighborhood and there are several redevelopment efforts on-going within the jurisdiction of said Plan; and

WHEREAS, the "Duration of Controls" of this Plan are set to expire on December 31, 2012; and

WHEREAS, the BRA at its meeting of November 7, 2012 Ordered a Public Hearing to be conducted on November 26, 2012 and subsequently, at its meeting of November 26, 2012, approved the extension of the duration of controls to December 31, 2022; and

WHEREAS, the BRA considered the proposed extension of the duration of controls and found that its adoption would not adversely harm any property owner or redeveloper; and

WHEREAS, all affected redevelopers within the East Side Neighborhood Development Plan were notified in writing of the proposed extension of the duration of controls and in addition, a public notice was published in the Connecticut POST newspaper on November 12, 2012 and November 21, 2012 and a public hearing was held on November 26, 2012 in accordance with Connecticut law; and



Report of Committee on ECD and Environment
160-11

-2-

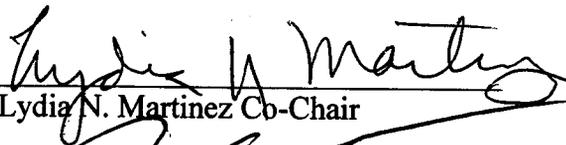
WHEREAS, the Bridgeport Planning & Zoning Commission ("P&ZC") found that the requested extension of the duration of controls of this Plan to be in compliance with the City's *Master Plan of Conservation & Development* subsequently issued a C.G.S. Section 8-24 "favorable" report on this proposed action at their meeting of November 26, 2012; and

WHEREAS, the continuation of this Plan's objectives and powers supports and will be in the best interests of the City, redevelopers and these on-going redevelopment efforts; Now, therefore be it

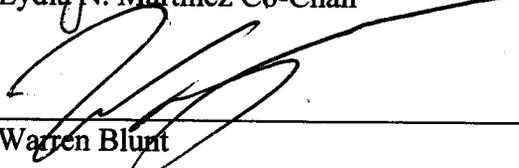
RESOLVED that the Bridgeport City Council hereby acknowledges the value of this Plan to the redevelopment efforts of the lower East Side neighborhood and approves the extension of the duration of controls of the East Side NDP Area No. 1 Urban Renewal Plan and this resolution to extend the duration of controls for a period of ten (10) years to December 31, 2022; and be it further

RESOLVED that the Mayor or his designee are authorized to execute any and all documentation, take all actions and do all things necessary to implement the intent of the resolution of the Bridgeport City Council.

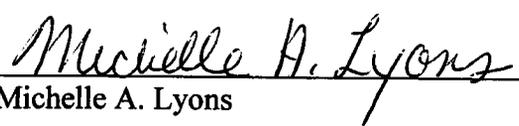
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Lydia N. Martinez Co-Chair

M. Evette Brantley Co-Chair


Warren Blunt

Robert P. Curwen, Sr.


Michelle A. Lyons

Martin C. McCarthy

Council Date: December 17, 2012 (OFF THE FLOOR)

07-12

License Extension Agreement with Inspiration Unlimited, LLC for the Gathering of the Vibes

**Report
of
Committee
on**

Contracts

Submitted: December 17, 2012
(OFF THE FLOOR)

Adopted: _____

Attest: _____

Fleeta L Hudson

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

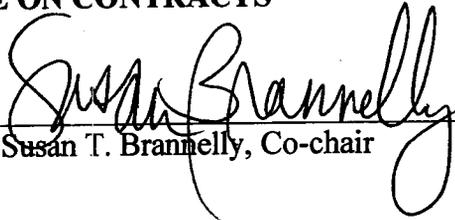
The Committee on Contracts begs leave to report; and recommends for adoption the following resolution:

07-12

RESOLVED, That the attached License Extension Agreement Year 2013 and beyond with Inspiration Unlimited, LLC. regarding the "Gathering of the Vibes" Festival held at Seaside Park, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON CONTRACTS**

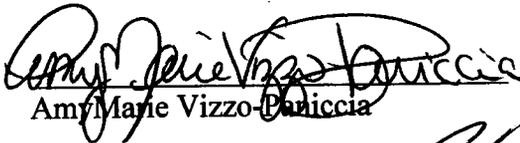
Carlos Silva, Co-chair



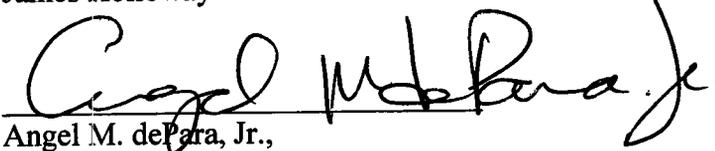
Susan T. Brannelly, Co-chair

M. Evette Brantley

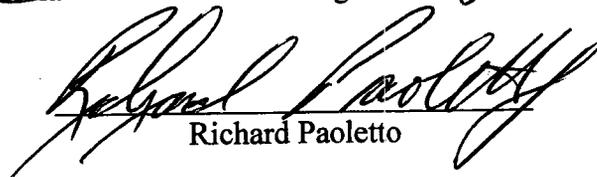
James Holloway



Amy Marie Vizzo-Paniccia



Angel M. dePara, Jr.,



Richard Paoletto

City Council Date: December 17, 2012 (OFF THE FLOOR)

Exhibit #2 12/17/12

**GATHERING OF THE VIBES
FESTIVAL LICENSE EXTENSION
YEAR 2013 AND BEYOND**

Agreement dated this _____ day of _____, 201__ between THE CITY OF BRIDGEPORT, having an office located at 45 Lyon Terrace, Bridgeport, CT 06604 ("City" or "Licensor") and INSPIRATION UNLIMITED, LLC, a Connecticut limited liability company, having its principal place of business at 2870 Fairfield Avenue, Bridgeport, Connecticut 06605 ("Licensee" or "Vibes"), acting by Ken Hays, its duly authorized member.

WHEREAS, City and Vibes entered into a certain Festival License Agreement in 2008 for a five (5) year term; and

WHEREAS, City and Vibes are desirous of continuing their relationship with regards to the Festival License Agreement for an additional five (5) years,

WHEREAS, the Board of Parks Commissioners has approved, or will approve, Licensee's promotion and staging of future events in accordance with the term set forth herein and

NOW THEREFORE, in consideration of the privileges hereinafter granted by the City and subject to final approval of this extension by the City Council and the Board of Parks Commissioners as necessary, the parties agree as follows:

1. All terms and conditions of the 2008 License Agreement attached hereto and a part hereof as Exhibit 1 shall, except as expressly contradicted herein, remain in full force and effect.
2. The term of the License is hereby extended for another five (5) years, meaning the annual festival of the Vibes for the years 2013, 2014, 2015, 2016, and 2017; provided however that the City may, commencing in 2014, without cause elect in its sole discretion to terminate the License Agreement effective as of the end of the calendar year during which written notice of termination is given.
3. The fixed License Fee for the term of this extension shall be Fifty Thousand Dollars (\$50,000.00) annually, plus a 3% annual COLA increase commencing for 2014.
4. The Vibes agrees for the term of this extension to reimburse the City for WPCA expenses due directly from processing Vibes festival wastewater.
5. The Vibes agrees to pay the Bridgeport Police Department Two Hundred Fifty

RECEIVED
CITY OF BRIDGEPORT
DEC 18 A 9 33

Thousand Dollars (\$250,000.00) annually, plus a 3% annual COLA increase commencing for 2014.

6. The Vibes will work diligently towards and agree to hire as many minority and locally owned businesses as is possible; Vibes will present annually for City pre-approval proposed action plans necessary and sufficient to satisfy this requirement.
7. The Vibes will continue to support Bridgeport based non-profit organizations moving forward; Vibes will present reports to the City on its efforts to satisfy this requirement.
8. The Vibes will contribute annually to the City's Park Capital Improvement Fund the sum of Five Dollars (\$5.00) for each ~~camper motor vehicle~~ ^{Camping ticket} admitted to the Licensed premises.

IN WITNESS WHEREOF, the parties have set forth their hands and seals on this ___ day of _____, 201__.

In the presence of:

INSPIRATION UNLIMITED, LLC

By: Ken Hayes

Its: Managing Member

Duly Authorized

CITY OF BRIDGEPORT

By: Bill Finch

Its: Mayor

Duly Authorized

GATHERING OF THE VIBES FESTIVAL LICENSE

AGREEMENT dated this ____ day of _____, 2008, between THE CITY OF BRIDGEPORT, having an office located at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (hereinafter, the "City" or the "Licensor") and INSPIRATION UNLIMITED, LLC, a Connecticut limited liability company, having its principal place of business at 2870 Fairfield Avenue Bridgeport, Connecticut 06605 (the "Licensee"), acting by Ken Hays, its duty-authorized member.

WHEREAS, the City has determined that, in order to encourage the presentation of musical events at Seaside Park in the City of Bridgeport for the benefit and enjoyment of all of its citizens and the general public, it is necessary to provide for the competent promotion and operation of such events;

WHEREAS, the City has determined that it is in its best interests to grant a license to a private party for the promotion of such musical events in Seaside Park for the benefit, convenience and enjoyment of all of its citizens and the general public;

WHEREAS, the City, through the Board of Park Commissioners, previously approved the Licensee's promotion of a certain musical event known as "Gathering of the Vibes" in 1999, 2000 and 2007, which events proved to be a success for the Licensee and the citizens of Bridgeport and others who attended those events, and further demonstrated the Licensee's ability to present quality events and to abide by all of the terms and conditions of the licenses granted at the time for each such event;

WHEREAS, the Board of Parks Commissioners has approved the Licensee's promotion and staging of future events for the next five (5) years known as the "Annual Gathering of the Vibes", described on Exhibit A attached hereto and incorporated by reference herein; and

WHEREAS, the City desires to permit the Licensee to present the musical event described herein and the Licensee agrees to promote and present such event on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the privileges hereinafter granted by the City and subject to final approval of this Agreement by the City Council, the parties agree as follows:

Definitions:

"City" means the City of Bridgeport, its City Council, the heads of its departments and agencies having jurisdiction over one or more aspects of this Agreement, the staging of the event described herein and the performance of the terms and conditions of this Agreement, including but not limited to the Board of Parks Commissioners and its properly-authorized agents, to the extent that they act in a manner consistent with the duties entrusted to them pursuant to state law, City of Bridgeport charter and ordinances.

"Consent" means that, whenever in this Agreement the Licensee is required by federal, state or local law, rule, regulation or ordinance to obtain or receive permission for, or whenever the State of Connecticut or the City has the right to approve any aspect of the events, including but not limited to, approval of food items, merchandise, rental equipment, accounting methods and procedures, insurance coverage, bonds, budgets, programs, or other aspects of the Licensee's activities, the use of Seaside Park or other City property, accountings and reports of its business

activities and the like, the Licensee is required to seek the prior written approval of the appropriate party. The Licensee will seek any Consent required from the City from either (a) Charles Carroll, Director of the Department of Parks and Recreation, or his designee in his absence, as to event and Seaside Park operational matters, (b) Ronald J. Pacacha, Associate City Attorney, or the City Attorney or the Deputy City Attorney in his absence, as to legal matters, (c) the Mayor's press aide as to public relations and marketing matters, and (d) Mayor Bill Finch, or his Chief of Staff in his absence, on general matters as well as the approval of changes to the terms and conditions of this Agreement after its acceptance by the City Council. The City will promptly review any request for Consent and may withhold or delay its granting of Consent to all or any portion of the Licensee's request in the exercise of its prudent business judgment, reasonably exercised, or for reasons of public health, safety, or the welfare of the general public.

"Event" means the future Annual Gathering of the Vibes events described herein to be presented during the term of this Agreement and the manner of presenting and staging every aspect of the Event as contained in the Plan approved in advance by the City, including amendments to such Plan approved by the granting of Consent.

"Event Area" means the area where the music events and related activities will take place within Seaside Park, including but not limited to, the bandshell, and other areas more specifically set forth in the Plan.

"Licensee" means Inspiration Unlimited, LLC, its officers, members, directors, owners, employees and agents. Any change in the form of Licensee's ownership, changes in the individual members owning ten (10%) percent or more of its capital stock or membership interests, or assignment of the Licensee's rights, interests or responsibilities in this Agreement not specifically permitted herein, shall be subject to prior written Consent of the City.

"Parking Areas" shall mean those areas within Seaside Park where the City has permitted or may permit, weather permitting, the parking of automobiles or use by campers, together with such other areas outside the boundaries of Seaside Park as the Licensee can arrange by private agreement in order to provide adequate parking for the Event as determined by the Police Department, when the matter is within the jurisdiction of the Police Department, and by the Director of the Parks Department, when the matter is within the jurisdiction of the Board of Parks Commissioners.

"Plan" means the detailed business plan for the presentation of the Event more particularly described herein as Exhibit B, including any amendments thereto as to which City Consent has been granted, unless the matter falls within the jurisdiction of another agency or authority having jurisdiction. Copies of the approved Plan for the Event are not attached hereto but are being retained by the Office of the City Attorney because they contain confidential business information protected from disclosure under the Connecticut Freedom of Information Act. Such Plan has been freely disclosed to and shared with the Board of Parks Commissioners, the Department of Parks, the Bridgeport Police Department, the Bridgeport Fire Department, the Bridgeport Health Department, and other agencies and authorities having jurisdiction. Such Plan may only be amended with the Consent of the City.

"Seaside Park" or the "Park" means the park boundaries and areas defined as Seaside Park in the Master Plan of the City, and the City of Bridgeport Zoning Map (1996 revision), which plan and map are incorporated by reference as if set forth herein.

I. License to Promote and Stage Events. The City hereby grants to the Licensee a personal, non-exclusive license to promote and stage the Event in the Park during the Term (defined below) and to serve beer and wine, and liquor with the Mayor's approval, in accordance with State of Connecticut law, as described in the Plan for each on the dates for set-up, presentation, and break-down as set forth in the Plan, provided, however, that the Licensee shall incorporate any City concession licensee in Seaside Park into its food concession operations for

each Event, on terms and conditions offered by the Licensee (the "License"). The Licensee and the City's concessionaire for Seaside Park, F. Costa Foods, Inc., have entered into a Memorandum of Understanding, a draft of which is attached hereto as Exhibit C. This License shall be effective upon delivery of a fully-executed original thereof to the Licensee. In the event that the Licensee fails to perform its material obligations hereunder, which failure results in a default in its obligations, and such default continues beyond any applicable grace or cure period provided herein, the City reserves the right to terminate this License in its sole and absolute discretion.

2. Restrictions on Vending By Others During Events; Event Schedule.

(a) The Licensee understands that existing ordinances permit other vendors to obtain permits to vend merchandise in the City. The City reserves the right to continue to grant such permits to vendors, but agrees not to issue vending permits to others during the term of this Agreement within the Park except as provided herein. City ordinances prohibit vending within 300 feet of any entrance to Seaside Park.

(b) In order for proper scheduling of Events and other activities in the Park to occur, the Licensee requires the following inclusive dates to allow for set-up, lock-down of the fenced performance area, turnover of control to Park roads and parking areas, staging of the Events, break-down and clean-up, and final Park restoration:

Event Festival Duration:

Monday, July 14 through Thursday, August 8 8:00 p.m.

Entry for set-up: Monday, July 14 6:00 a.m.

Lock-down: Monday, July 28 7:00 a.m. through Tuesday, August 5 8:00 p.m.

The entire park will remain open and accessible to Bridgeport residents until Monday, July 28, 2008 7a.m. and will reopen to residents on Thursday, August 8 at 8:00 p.m.

In the event that the Licensee desires to change these dates for weather conditions or for other reason, it must request such changes in writing in order to obtain City Consent. The City may grant such changes in dates, in its sole and absolute discretion, so long as such changes do not unreasonably interfere with events booked by other organizations, provided, however, that such changes will not create hardship, inconvenience or additional expense to the City not covered by the Licensee, or pose a threat or danger to the public health, safety and welfare of the general public.

(c) The duration of the presentation of the Event on the days of actual musical performances shall be as follows:

Thursday, July 31, 2008, 12:00 noon through August 1 1:00 a.m.;

Friday, August 1, 11:00 a.m. through 1:00 a.m.;

Saturday, August 2, 11:00 a.m. through 1:00 a.m.; and

Sunday, August 3, 10:00 a.m. through 8:00 p.m.

3. **Licensee to Assume All Risks Related to the Events.** The Licensee, by acceptance of this License, accepts and assumes all responsibility and all risks of operation directly or indirectly related to the Event and to its obligations under this agreement, and agrees to provide, at its sole cost and expense, all necessary supervision, labor, appliances and equipment necessary for the same and efficient conduct of its activities on City property or activities conducted on private property related to the Event; provided, however, that the Licensor shall be

responsible for accepting gray and black water in City sewer per code, and potable water. Except as may be expressly set forth herein, the Licensee shall remove all equipment, appliances, personal property, and miscellaneous items of every kind and nature from the Event Areas and Parking Areas immediately and shall complete the same prior to the expiration or other termination of this License and, with the exception of what constitutes normal wear and tear during fair weather conditions as determined by the Director of Parks and Recreation, shall immediately repair any damage and restore the Event Areas and the Parking Areas no later than August 16, 2007 at 6:00 p.m. to the condition of such areas existing on the date prior to the Licensee's entry upon the grounds of the Park for the staging of the Event. Any of such materials which shall remain in the Park in violation of the above requirement shall be deemed abandoned and may be removed by the City at the Licensee's sole cost and expense and without any liability to the City for any loss or damage to such property. Any such costs and expenses shall be deducted from the Performance Bond (described below) that the Licensee provides to the Licensor upon execution of this Agreement.

4. **Term of License.** This License as it pertains to the Event shall be for a five (5) year term (the "Term"), provided, however, that the Licensee shall submit its Plan for a particular year's Event to the Board of Parks Commissioners for review and approval on an annual basis.

5. **License Fee; Timely Payment; Late Charges and Interest; Reimbursement For Cost of City Employees; Contribution to Benefit Bridgeport Parks; Discounted Tickets For City Residents.**

(a) The fee payable for this License hereunder shall be fixed at **Forty thousand (\$40,000.00) Dollars** for the Event, together with all direct and indirect costs incurred by the City for the involvement of employees of the City and the Department of Parks and Recreation required or desired with the respect to the operation or observation of the Event by City employees, including but not limited to labor costs for trash removal and disposal, tipping fees, Park Department police, regular City Police, etc. (collectively, the "License Fee") and shall be paid promptly on or before July 1, 2008 at the Department of Parks and Recreation, City of Bridgeport, 7 Trumbull Road, Trumbull, Connecticut 06611. The Director of Parks and Recreation will make a determination, based upon weather conditions and ground conditions whether, and to what extent, such parking areas shall be made available to the Licensee, which determination shall be made using his sole and absolute discretion. The License Fee and any other charges that may become due from the Licensee hereunder shall be paid no later than the date on which they are due pursuant to this Agreement, **TIME BEING OF THE ESSENCE.** All monetary obligations and other charges that remain unpaid for more than five (5) days after they are due shall accrue interest at the rate of one and one-half percent (1.50 %) per month on the unpaid amount until fully paid. At the City's sole and absolute discretion, any monetary obligations may be charged against the Performance Bond, but in no event does the Licensee have discretion to pay amounts otherwise due the City hereunder by directing the City to deduct such amounts from the Performance Bond, the Performance Bond being in the nature of security to ensure the Licensee's performance of its obligations hereunder.

(b) The Licensee voluntarily agrees to make a suitable contribution to benefit Bridgeport Parks to show its good faith and appreciation for the right to stage the Event.

(c) The Licensee agrees to sell in 2008 a limited number of 3-day/no camping tickets for \$75.00 when purchased in advance by Bridgeport residents having valid photo identification.

6. **Performance Bonds.** Licensee shall provide the following performance bonds:

(a) **Licensee's Performance of Agreement.** The Licensee shall guaranty the performance of its obligations under this Agreement by paying \$50,000.00 no later than July 1, 2008, which sum shall be held in an escrow account established with the City and under the City's sole and exclusive control until such time as the City is satisfied that all of the Licensee's obligations hereunder have been performed or other cash equivalent reasonably acceptable ("Performance

Bond"). The Licensee and the City agree that the City has the sole discretion to offset any monetary obligation or other charge due from the Licensee as a result of its obligations under this Agreement from the amount of such Performance Bond upon written notice to the Licensee with the right to pay such monetary obligation within ten (10) days of receipt of such notice and the Licensee's failure to make such payment within such 10-day period. The Licensee has no right to instruct the City to deduct from the Performance Bond any amounts owing from the Licensee. Upon the City's satisfaction that the Licensee has met all of the terms and conditions of this Agreement, the balance of such Performance Bond shall be promptly returned to the Licensee.

(b) Bond For Field Repairs. The Licensee shall guaranty that the parking/camping areas shall be restored if they are damaged during the course of the Event in a manner than is above and beyond normal wear and tear from the Event. Licensee shall provide a similar bond to the Performance Bond or alternate form of security acceptable to the Licensor in the amount of \$50,000.00 to cover this additional risk.

7. Indemnification. The Licensee hereby indemnifies, will hold harmless and defend the City from and against any and all loss, claim, damage or expense, including reasonable attorneys' fees in connection with claims for damage filed against the City alleging negligence or other misconduct on the part of the Licensee in connection with the Licensee's activities under this Agreement or in any other way related to or arising out of the promotion and staging of the Event. This provision shall survive the expiration or earlier termination of this Agreement.

8. Prohibition Against Security Interests, Liens, Encumbrances. The Licensee shall not give, grant, or allow the placement of a security interest or lien upon its equipment, income, accounts receivable or contracts, except for purchase money security interests for equipment used to operate or support the staging of Events, nor shall the Licensee allow any lien, charge, judgment or encumbrance to be placed upon City real property for any reason, including but not limited to, mechanic's and materialmen's liens. In the event that any lien is placed against the City's property, the Licensee shall take steps to immediately remove such lien by payment or other satisfaction of such lien or by substitution of a bond or other surety for the benefit of the City to assure removal of such lien within thirty (30) days of the filing thereof against City property. With respect to all of Licensee's vendors, mechanics and materialmen involved in the presentation of the Event and related activities in the Park, the Licensee shall pay all vendors, mechanics and materialmen the amounts they are lawfully owed promptly and shall ensure to the satisfaction of the City and give evidence that all such parties have been paid and have waived their respective rights to place liens on City property.

9. Agreement Not a Joint Venture. Notwithstanding anything contained in this Agreement to the contrary, (a) the Licensee has no legal right to occupy or possess the Park or the Event Area as a tenant or in any other capacity but has rights strictly limited to that of a non-exclusive licensee of the City's property and (b) the arrangement represented by this Agreement shall not constitute a joint venture or make the City responsible for any of the liabilities, costs or expenses of the Events except for those obligations or expenses for which the City has specifically accepted responsibility herein. The Licensee shall not indicate, imply or infer in any of its publications or advertisement of the Events that the City is a partner, producer, venturer, or sponsor of the Event, and the Licensee shall indemnify, hold harmless and defend the City, pursuant to Paragraph 7 hereof, from and against any loss or claim that may result from the Licensee's improper reference to the nature of the City's involvement with the Event. This provision shall survive the expiration or earlier termination of this Agreement.

10. Licensee Accepts Physical Conditions and Limitations of the Park; Waiver of Liability for Defects. The Licensee is obligated to meet various City officials having jurisdiction of aspects of the staging and presentation of the Event, and has been afforded the opportunity to meet with numerous officials, including department and agency heads and other employees, has examined the current physical conditions and prevailing limitations of the Park, is aware of other public uses and activities in the Park, and is further aware that the Licensee must make a

determination of what necessary consents and approvals of governmental agencies and authorities having jurisdiction over the Park for the activities contemplated by the Licensee in connection with the Event are required. Having conducted such investigations as it has deemed necessary to its full satisfaction, the Licensee hereby acknowledges that it has determined that the Park is suitable for the Event and that it has not relied upon any oral or written statements of City officials in arriving at such determination that are not specifically contained herein. If the Licensee intends to improve the Event Areas at the Licensee's sole cost and expense with the understanding that it shall obtain all necessary Consents to undertake activities that have not been disclosed in its Plan prior to commencement thereof. The Licensee hereby expressly waives any and all claims for compensation for any and all loss, claim, damage or expense sustained directly or indirectly by reason of any defect, deficiency or impairment of the Park or the Event Areas, including but not limited to, damage to any of the Licensee's improvements, equipment, fixtures, appurtenances, plumbing or electrical apparatus or wires furnished for the Event or by reason of any loss of any gas supply, water supply, heat or electrical current which may occur from time to time from any cause and waives any loss resulting from fire, water, weather, explosion, civil commotion or riot, and the like, and hereby further expressly waives and discharges the City, its officers, elected officials, employees and agents from and against any and all loss, claim, damage or expense arising from any of the aforesaid causes. This provision shall survive the expiration or earlier termination of this Agreement.

11. **Utilities.** The City shall make available to the Licensee all utilities that now exist in the Event Area, including, but not limited to, utilities in the Band Shell, but the Licensee will be responsible for the costs of all metered utilities during the Event and for supplementing or extending such utilities at its sole cost and expense to the Event Area to meet its specific needs.

12. **Insurance Requirements.** The Licensee must provide the following insurance coverage, which shall be purchased and maintained at the Licensee's sole cost and expense. It is understood that the Licensee will require similar coverage, as appropriate, from every subcontractor or other person or entity hired by the Licensee and responsible for the performance of any part of an Event or any part of this Agreement. The Licensee shall procure at a minimum, present to the City, and maintain in effect for the duration of this Agreement without interruption the insurance coverages identified below, with deductibles approved in advance by the City, from insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating of A or better, or otherwise acceptable to the City. The Licensee will not enter upon City property or commence any Event preparations until evidence of the required insurance in the form required is submitted to and approved by the Office of the City Attorney.

Comprehensive General Liability (occurrence form) naming the City as an additional insured and insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include blanket contractual liability, premises and operations, contingent liability, contractual liability, products and completed operations, broad form property damage and personal injury, political risk, care, custody and control, with minimum limitations of \$1,000,000 for each occurrence or \$10,000,000 in the aggregate with a combined single limit for bodily injury, personal injury and property damage. Such coverage shall also include Host Liquor coverage. The Licensee shall inform the City in writing prior to the execution of this Agreement of any unusual endorsements, deductibles or unusual policy provisions that may be part of the insurance contract(s).

Builder's "All-Risk" from any party undertaking building or construction activities naming as co-insureds the Licensee, the City, and every person otherwise connected with such work, as their interests may appear. Exclusions for design errors or defects, theft, earth movement, and rainwater will be removed.

Comprehensive Automobile Liability insuring against claims or suits brought by members of the public alleging bodily injury, personal injury or property damage, and uninsured motorist coverage, and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business naming the City as co-insured. This policy will include endorsements providing coverage for mobile equipment and employer equipment not owned and hired. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements including voluntary compensation, broad form all-states endorsement, U.S. Longshoremen's and Harbor Workers' Coverage, maritime coverage, employer's liability insurance and occupational disease insurance in order to meet obligations towards employees in the event of injury or death sustained directly or indirectly in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

Property Damage insuring against direct damage loss to buildings, structures or improvements and all materials and equipment to become part of the temporary construction requirements or buildings, structures or improvements, including materials and equipment in transit and thereafter stored on-site or off-site, covering the interest of the City, the Licensee, its subcontractors and parties having an interest therein. Coverage shall include standard builders risk broad form coverage including repair and replacement including agreed amount clause covering 100% replacement value with no co-insurance requirement, including flood, collapse and earthquake. Waivers of subrogation will be provided for all interested parties named herein. The City shall be named as loss payee as its interests may appear. The Licensee and its subcontractors will be responsible for insuring their respective equipment, tools and materials brought to the Park but which are not intended to become part of the temporary construction requirements, structures, buildings or improvements.

Host Liquor Liability insuring against loss, damage or injury resulting from the dispensation of alcoholic beverages.

General requirements. All policies shall include the following provisions:

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

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD 25-S form with original authorization or execution by the insurer or a properly-authorized agent or representative reflecting all coverage required.

Additional insured—The Licensee and its subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon the execution of this Agreement and thereafter upon request evidence of the continued existence of such insurance coverages in the form required. Such certificates shall designate the City in the following form and manner:

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

It is understood that the City shall be named as an additional insured on all policies of insurance except workers' compensation. The coverage afforded to the City shall be primary insurance. If the City has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Licensee's liability under any insurance shall not be reduced by the existence of such other insurance. The coverage afforded to the additional insured shall not apply to the sole negligence of the additional insured.

The cost of all deductibles on any policy of insurance to be purchased by the Licensee will be borne by the Licensee.

All policies, endorsements, certificates and other evidence of insurance shall be subject to the prior review and satisfaction of the Office of the City Attorney.

13. Responsibilities For Security. The Licensee is responsible for all Event security within the Park and shall provide such security at its sole cost and expense. At the request of the Licensee or at the direction of the City as traffic conditions, crowd numbers or other health, safety and welfare concerns dictate, the City shall provide sufficient police personnel inside and outside the Park, if and to the extent Police personnel are available through the Police Department Outside Overtime Office, or in the absence of City police officers, the Licensee shall provide additional private security services at its sole cost and expense to meet such concerns, and the Licensee shall be responsible for payment of all such services.

14. Responsibilities For Clean-up and Restoration of the Park. The Licensee shall be responsible for the pick-up of all trash, debris, equipment, furniture and other items remaining as a result of the Events from the Park before, during and after each Event at the Licensee's sole cost and expense. The Licensor agrees to clean the Park prior to Events and to remove all trash at its sole cost and expense. Other extraordinary items shall be removed at the Licensee's expense. The Licensee shall be responsible for physical damage done to the Park by Licensee, its agents, representatives, servants and spectators in connection with the Events and related activities and shall restore the Park to the condition in which it existed prior to its entry into the Park under this License.

15. Responsibility For Comfort Stations. The Licensee is responsible for meeting all health requirements established by law and the City's Health Department, including but not limited to the provision of the required number of comfort stations, baby-changing and feeding stations or areas, handicap facilities and similar public accommodations for the duration of the Events.

16. Security Fencing. The Licensee is responsible for erecting, maintaining, and removing an appropriate security fence or fences as shown on the Plan that will define the spectator, stage and back-stage portions, vending area(s), and the like, and each Event Area for purposes of crowd control, security, and safety, which fences shall be provided with sufficient and appropriate openings for controlled ingress and egress by spectators in accordance with the requirements of City departments and commissions having jurisdiction. Use of the Park will remain open to the public until the Event Area must be locked down for security purposes. Such fencing may be erected no earlier than the commencement date and time of the License and must be removed promptly after the Event and prior to the expiration of this License.

17. Licensee Responsible For Presentation of Event. The Licensee is responsible for the promotion, staging and presentation of the Event at its sole cost and expense.

18. Health and Safety Inspections. The Licensee, its employees, agents and servants are responsible for compliance with all health and safety laws, rules and regulations of governmental agencies and authorities having jurisdiction, except pertaining to providing potable water and acceptance and disposal of gray and black water which is the City's responsibility.

19. Licensee Responsible For Obtaining All Permits and Approvals. In connection with the presentation of Event and the use of the Park, the Licensee is responsible for obtaining at its sole cost and expense all permits and approvals that may be required by federal, state and local governmental agencies and authorities having jurisdiction over the Park and any activities that may be undertaken in connection with the Event, including, without being limited to, the approval of the Board of Parks Commissioners, Planning and Zoning Commission, Police Department, Fire Department, Health Department, Parks Department and the Office of the Mayor as to the sale of alcoholic beverages in conformance with City ordinances, and the like.

20. Responsibility For Advertising and Promotion. The Licensee is responsible for all advertising and promotional activities related to publicizing the Event at its sole cost and expense.

21. Responsibility For Media Relations. Licensee is responsible for communications with all media persons and responding to their requests. It will also be responsible for arranging and coordinating all media interviews and other press relations. The City will have no direct responsibility for media relations, but the Licensee and the City will endeavor to work closely and cooperatively with the Licensee to coordinate press releases, make announcements and disseminate other information promoting the Event.

22. Responsibility For Performer/Dignitary Hospitality. The Licensee shall be responsible for providing comfortable surroundings, appropriate seating and other hospitality for performers, talent and dignitaries who may attend the Event.

23. Licensee Required to Submit a Detailed Plan for the Event; City's Right to Object. The Licensee shall plan, develop, implement and supervise the Event during the term of the License on the dates specified herein. The final approved Plans for the Event is attached as Exhibit A and include a map of the Park and the surrounding areas to be utilized for the presentation and support of the Event. The Licensee shall notify the City of any proposed substitutions for which the Licensee seeks Consent. Material changes to such Plan, or any portion thereof, shall be submitted promptly to the City in advance for approval.

24. Promotional Materials. All logos, banners, press releases, advertising and other means of publicizing the Events, or methods of giving credit to corporate or other sponsors of the Event must be submitted to the City for review in advance of publication to the Mayor's press aide. Such material may not contain any inappropriate material or statements in violation of law or this Agreement.

25. Designation of Representatives to Coordinate Activities. The Licensee's direct representative is Ken Hays. The City's day-to-day representative for the particular arrangements for the Events is Charles Carroll, Director of Parks and Recreation. No later than July 1, 2008, the Licensee will designate in writing to the City any other on-site representatives who shall be responsible and his/her area of responsibility for proper and efficient communications.

26. Events of Default. The Licensee's performance of its obligations under this Agreement shall be evaluated based upon the following criteria: Licensee's overall performance of its obligations under this Agreement; the nature, quantity and quality of any violations or defaults committed by or occurring while the Licensee stages the Event; the economic and social benefits of the Licensee's activities to the general public; and the nature, frequency and quality of problems and disputes initiated by either party during the Term of the License. In the case of monetary defaults, the Licensee shall have ten (10) business days to pay the amount(s) due

without notice from the City. Unless otherwise specified herein, in the case of non-monetary defaults that occur prior to the commencement of the License, the Licensee shall have a period of ten (10) days to cure such default where the Licensee is aware of such default, or after written notice from the City in the case where the City has received information that a default has occurred but the Licensee is not yet aware of such default, and shall cure any default that occurs during the term of the License within two (2) hours of the occurrence thereof or immediately in the case of an emergency situation or one which involves the health, safety and welfare of the general public. The Licensee shall also be in default if any of the following events occur and continue beyond any applicable grace or cure period provided herein or under applicable law.

- (a) If Licensee violates any material term of this Agreement, or violates other terms of this Agreement in a consistent or repetitive manner with or without notice from the City in such a way that such conduct amounts to bad faith by the Licensee.
- (b) If the Licensee fails to pay the Licensee Fee or any other amounts due hereunder within the time specified for their payment.
- (c) If the Licensee shall become bankrupt or insolvent, or files any debtor protection proceedings, in any court pursuant to any statute of the United States, or files or has filed against it a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Licensee's property, or if Licensee makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the partial satisfaction of its debts, and if any of the aforesaid are not vacated, dismissed or cancelled within sixty (60) days of the date any such event occurs.
- (d) If the Licensee abandons the Event or the Event Areas, or any one of them, or gives evidence of its intention to abandon any of them, or otherwise indicates its unwillingness to perform substantially all of the Licensee's material obligations hereunder.

If such a default occurs and continues beyond any applicable grace or cure period, the City, without excluding or waiving any other rights or remedies that it may have, shall have the immediate right to re-enter the Event Area, and may remove all persons and property of the Licensee from City property and store any such property in a City or public warehouse or elsewhere at the cost and expense of the Licensee, all without the need to resort to legal process and without being deemed to have committed a trespass upon the Licensee or its property or becoming liable for any loss or damage which may be occasioned by the removal and storage of such property. If the City elects to re-enter the Event Area, it may elect to terminate this Agreement upon written notice to the Licensee. In the event of termination of the Agreement by the City, the Licensee shall be responsible for the payment of all sums due hereunder, including but not limited to the remaining License Fee for the current term of the Agreement, as if the same had not been terminated, on the basis of the Guaranty Amount, and further including the costs of repairs and alterations necessary to restore the Park or to make the Park suitable for a new licensee. This provision shall survive the termination or early expiration of this Agreement.

27. Miscellaneous Provisions.

(a) **Prohibition Against Assignment of Rights and Obligations.** Except as may be specifically permitted herein, the Licensee shall not assign or in any manner transfer this Agreement, or its rights or obligations hereunder, or any estate, interest or benefit herein contained, or sublet to, or permit the use of the Park by, anyone other than the Licensee, its performers, vendors, employees, agents and concessionaires as contemplated by this Agreement, without the Consent of the City.

(b) **Time of the Essence.** All time periods and dates for the commencement or completion of any action on the part of the Licensee to be performed shall be deemed to be "TIME OF THE ESSENCE" and no waiver by the City of any of the time periods and dates set forth herein at any one time shall constitute a continuing waiver of performance in the future.

(c) [Intentionally Left Blank]

(d) **Notices.** All notices required or desired to be given hereunder shall be sent by first-class mail, certified, return receipt requested, addressed to the parties as follows:

If to the City:

Mayor,
City of Bridgeport
City Hall Annex
999 Broad Street
Bridgeport, Connecticut 06604

Director,
Department of Parks and Recreation
7 Trumbull Street
Trumbull, Connecticut 06611

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

If to the Licensee:

INSPIRATION UNLIMITED, LLC
2870 Fairfield Avenue
Bridgeport, CT 06605

(f) **Signs and Advertising.** Licensee shall not permit, erect or install, maintain, paint or display in the Park any sign, lettering, placard, decoration, advertising media or advertising material of any kind whatsoever without the Consent of the City. All permitted signs must conform to the requirements of the zoning regulations of the City of Bridgeport.

(g) **Force Majeure.** The Licensee shall not be in default of this Agreement if it is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of severe unseasonable weather, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent Licensee's ability to perform its obligations under this Agreement, or actions by other persons beyond the exclusive control of the Licensee. If the Licensee believes that a hindrance or delay has occurred, it shall give prompt written notice of the nature of such hindrance or delay to the City, stating the effect of such delay upon the Licensee's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on the Licensee's performance.

(h) **Safety of Persons Lawfully on City Property.** The Licensee shall conduct its activities upon City property so as not to endanger any person lawfully thereon.

(i) **Severability of Provisions.** If any provision of this Agreement or the application thereof to any person or circumstances is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and the remainder of the Agreement shall be fully enforceable. In the event that this Agreement would be unwieldy, difficult to perform, or

ambiguous in its operation or interpretation in the absence of the invalid or unenforceable term, any party may either (i) petition such court in the context of any lawsuit over the enforceability of such term, or (ii) by a demand for arbitration seek the reformation of this Agreement.

(j) **Entire Agreement.** This Agreement may be executed in duplicate originals, all of which when fully executed shall constitute but one and the same agreement.

(k) **Further Assurances.** Each party hereby shall from time to time execute, acknowledge and deliver such further instruments and perform such additional acts as the other party may reasonably request to further and effectuate the intent of this Agreement.

(l) **Governing law.** This Agreement shall be governed by the laws of the State of Connecticut.

(m) **Nondiscrimination.** The Licensee agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This Agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be cancelled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(n) **Captions.** The captions to paragraphs contained in this Agreement are not a part thereof and shall not be deemed to affect the meaning or construction of any of its provisions.

(o) **Licensee's Authority.** Licensee represents and warrants to the City that the Licensee has the full right, power and authority to enter into this Agreement and that the person(s) executing this Agreement have each been duly authorized to execute the same on the Licensee's behalf.

(p) **Right of Entry.** The City shall have the right at all times hereunder to enter upon the Event Areas for inspection purposes, to determine the Licensee's compliance with this Agreement, and for all other lawful purposes.

(q) **Advice or Assistance of City Officials, Department Heads and Employees.** The City shall have no liability for any advice or assistance provided by any City official, department head, employee or agent regarding the promotion, preparation or conduct of an Event, except for those City representatives responsible for making determinations regarding public health and safety. Any such advice or assistance that may be given is provided without charge or obligation, and is not a service that the City is required to provide under this License. No City representative

has authority to incur any costs or charges to third persons on behalf of either the Licensee or the City in connection with this License or any Event. No contract may be made, or goods or services purchased, by any person acting on behalf of the City without express written authorization of the City Council and executed by the Mayor. If the City provides the names of persons or companies that provide any goods or services, such information does not constitute a representation or warranty by the City that any such goods or services provided by such persons will be satisfactory to the Licensee.

(r) **Remedies Cumulative.** The City's failure to insist on the strict performance of every term, condition or provision of this Agreement shall not be considered a waiver of such breach or default or a waiver of any subsequent breach or default of the Licensee's obligations hereunder. Remedies herein are cumulative and shall not limit or restrict any other remedy at law or in equity to which the City may be entitled. Acceptance by the City of payment of any fee or charge due hereunder with knowledge of a breach of any term or condition hereof shall not be deemed a waiver of any such breach and no waiver by the City of any provision hereof shall be implied thereby.

(s) **Authority of the Licensee.** The authority of the Licensee to enter into this Agreement shall be evidenced by an original resolution of action of its Board of Directors certified by the secretary of the Licensee, together with an original incumbency certificate of the secretary certifying that the officer executing this Agreement has been duly-authorized to do so.

IN WITNESS WHEREOF, the parties have set forth their hands and seals on this the _____ day of _____, 2008.

In the presence of:

INSPIRATION UNLIMITED LLC

By: _____
Ken Hays
Managing Member
duly-authorized

CITY OF BRIDGEPORT

By: _____
Bill Finch, Mayor

Exhibit A

Description of Festival

Exhibit B

The Plan

**[THIS DOCUMENT IS RETAINED IN THE OFFICE OF THE
CITY ATTORNEY AS A CONFIDENTIAL DOCUMENT
CONTAINING CONFIDENTIAL BUSINESS INFORMATION OF
THE LICENSEE PROTECTED FROM DISCLOSURE UNDER
THE CONNECTICUT FREEDOM OF INFORMATION ACT.]**

Exhibit C

**Memorandum of Understanding
With F. Costa Foods, Inc.**

Draft 1/28/08

**MEMORANDUM OF UNDERSTANDING
SEASIDE PARK CONCESSIONS AND THE VIBES
SUMMER 2008**

WHEREAS, in May, 2007 the Board of Parks and Recreation ("Board") approved the award of a use and occupancy agreement, to be followed by a three (3) year lease with extensions to F. Costa Foods, Inc. upon recommendation after a Request for Proposal ("RFP") selection process for the vending of concessions at the Diamond 1 and West Beach concession stands at Seaside Park; and

WHEREAS, subsequent to the RFP process, the City of Bridgeport ("City") and the INSPIRATION UNLIMITED, LLC ("Vibes") engaged in discussions and negotiations for a Vibes 3 day, camp-out concert to be held at Seaside Park during the 2007 Summer; and

WHEREAS, the Vibes did hold such concert during the Summer of 2007 and are contracting with the City to hold such concert again for the Summer of 2008; and

WHEREAS, the nature of the Vibes food court and brand name concession contracts associated with the concert warrant the closing of the Diamond 1 concession stand for approximately a week to ten (10) days during the concert, its set up, and its take down; and

WHEREAS, the City's agreement with F. Costa Foods, Inc. otherwise entitles F. Costa Foods, Inc. to operate fully throughout the Summer; and

WHEREAS, all parties agree that the Vibes concert and the seasonal concessions are valuable to the City and its residents and the parties wish to cooperate in the goal of making all parties whole.

NOW THEREFORE, for the consideration of the mutual promises and obligations set forth herein, the parties enter into this memorandum of understanding as follows:

1. Commencing on July 28, 2008, continuing through and including August 6, 2008 ("Closure Term") F. Costa Foods, Inc. will close to the public and not supply any refreshments or concessions from the Diamond 1 concession stand (as delineated in Exhibit 1 attached hereto and made a part hereof), providing however that the Vibes will use all best efforts to shorten the Closure Term and if able, will so notify F. Costa Foods, Inc. of an earlier date upon which it may recommence vending from the Diamond 1 stand.
2. F. Costa Foods, Inc. shall be entitled, during the Closure Term, to vend from temporary stations at two (2) locations within the Vibes' permitted vending area as delineated on Exhibit 1 ("Vending Area") to sell only their

_____ [give exact name] ("Super Pretzels") and, if it enters into the Vibes' beverage contract, to also vend permitted beverages. The general location of the two (2) permissible vending locations for F.Costa Foods, Inc. shall be agreed to by the parties no later than March 31, 2008 and shall be attached hereto and incorporated herein on Exhibit 1 ("Vending Locations").

3. The permitted Vending Locations may be occupied by a stationary or mobile structure no larger than ___ x ___, but shall nonetheless remain stationary at the permitted Vending Locations during the Closure Term.
4. Notwithstanding the closure of the Diamond 1 concession stand during the Closing Term for vending purposes, F.Costa Foods, Inc.'s owner(s) and Permitted Employees (as defined below) may access the Diamond 1 concession stand for purposes of storage and utilization of its internal equipment to prepare the Super Pretzels for vending as permitted herein.
5. The Vibes shall provide to F.Costa Foods, Inc. one (1) VIP access pass to Frank Costa, one (2) VIP access pass to Angelo Costa, and two (2) guest passes for them to give to guests of their choosing. The Vibes shall also provide to F.Costa Food, Inc. eight (8) working passes for the Closure Term permitting F.Costa Food, Inc.'s employees access to attend to the vending as permitted herein ("Permitted Employees").
6. F.Costa Foods, Inc. shall provide to the Vibes evidence of insurance naming the Vibes as additional insured before the Closure Term commences and for the duration of the Closure Term.
7. Notwithstanding anything herein to the contrary, for the entirety of the Closure Term, F. Costa Foods, Inc. shall remain permitted to vend all foods and beverages of its choice (24 hours a day, 7 days a week) during the Closure Term at the West Beach House and also via carts or otherwise in those areas of Seaside Park west of the Bath House ("Unaffected Area") as delineated on the map attached hereto and made a part hereon as Exhibit 1.
8. The parties agree to continue from year to year, as F.Costa Food, Inc. and the Vibes may continue to share vending rights under any future closure term(s), for such concerts, to renew and/or renegotiate this understanding in good faith.

ACCEPTED AND AGREED, this ___ day of _____, 2008.

INSPIRATION UNLIMITED, LLC

By: _____

Its:

Duly authorized

F. COSTA FOOD, INC.

By:
Its:
Duly authorized

Resolution in Support of Public Information Meeting
re: Iranistan Avenue - Installation of Sidewalks from
State Street to Railroad Avenue Utilizing Funding from
the STP-Urban Program, State Project No. 15-358,
Federal Aid Project No. 1015(124).

Report
of
Committee
on

Public Safety and Transportation

Submitted: December 17, 2012
(OFF THE FLOOR)

Adopted: _____

Fleeta C. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

165-11 (Ref. #36-11)

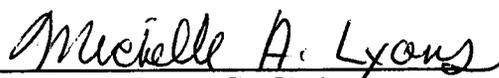
RESOLUTION

State Project No. 15-358

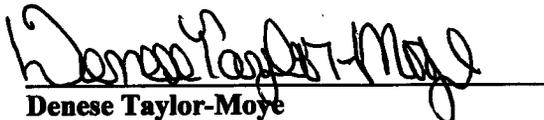
Federal Aid Project No. 1015(124)

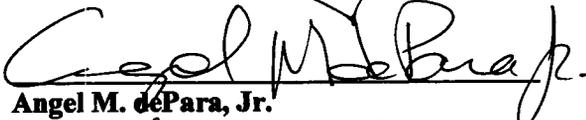
RESOLVED, that the City of Bridgeport, through its City Council, does acknowledge that a Public Information Meeting was conducted on October 17, 2012, and after consideration of input received does support the advancement of design and subsequent construction of the City's "Iranistan Avenue Installation of Sidewalks from State Street to Railroad Avenue Utilizing Funding from the STP-Urban Program, otherwise identified as State Project 15-358" be, and hereby is, approved.

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


Michelle A. Lyons, Co-Chair

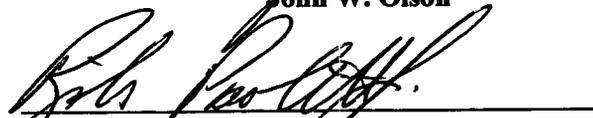

Richard Bonney, Co-Chair


Denese Taylor-Moye


Angel M. dePara, Jr.


Andre F. Baker, Jr.


John W. Olson


Richard M. Paoletto, Jr.

City Council Date: December 17, 2012 (OFF THE FLOOR)

15-12

COMMUNICATION

Referrals:

FROM: Mark Anastasi
City Attorney

RE: Third Amendment to Transfer Agreement with State of
Connecticut Department of Energy & Environmental
Protection.

REFERRED TO: IMMEDIATE CONSIDERATION

CITY COUNCIL: December 17, 2012 (OFF THE FLOOR)

ADOPTED:

ATTEST:

Heather D. Sullivan

APPROVED:

Mayor

Third Amendment to Transfer Agreement

WHEREAS, the State of Connecticut, Department of Energy and Environmental Protection, formerly known as the Department of Environmental Protection, until July 1, 2011, when Public Act No. 11-80 became effective (as "Transferor") and the City of Bridgeport (as "Transferee") entered into a certain Transfer Agreement signed by the Transferor on August 24, 1992 and by the Transferee on August 20, 1992 and recorded on the Trumbull Land Records on August 24, 1992 in Volume 781 at page 73 and on the Bridgeport Land Records on August 24, 1992 in Volume 3036 at page 135; and

WHEREAS, the Transfer Agreement was superseded and replaced by a revised and restated Transfer Agreement signed by the Transferor on May 23, 1997 and by the Transferee on May 8, 1997; and

WHEREAS, the Transfer Agreement was further amended by a Second Amendment to Transfer Agreement signed by the Transferor on September 14, 2011 and by the Transferee on September 6, 2011 and recorded in the Trumbull Land Records on September 21, 2011 in Vol. 1573 at Page 816 and in the Bridgeport Land Records on September 21, 2011 in Vol. 8480 at Page 174 for the purpose of recognizing the transfer of 35 acres of land, more or less, from the Transferor to the Transferee and removing said 35 acres of land, more or less, from the provisions of the Transfer Agreement; and

WHEREAS, the Transfer Agreement, as amended, grants the Transferee care and control of those certain parcels of land owned by the Transferor as more particularly described therein (the "Premises"); and

WHEREAS, the Transferor proposes to lease approximately 40.23 acres of the Premises together with the improvements thereon (the "Leased Park Parcels") to the Town of Trumbull (the "Town") for public park purposes pursuant to a certain lease by and between the Transferor, as Landlord, and the Town, as Lessee (the "Lease"); and

WHEREAS, the Leased Park Parcels are all of Parcels "A" and "B" as depicted and described on that certain map entitled "Property Survey, Prepared for the Department of Energy and Environmental Protection State of Connecticut, Property of The State of Connecticut, Quarry Road, Trumbull Road, Old Town Road and White Plains Road, Trumbull, Connecticut" dated December 7, 2012, revised December 13, 2012, scale 1" = 100', prepared by Town of Trumbull Engineering Department, a copy of which is on file at the offices of the Transferor, Department of Energy and Environmental Protection,

Land Acquisition and Management, 79 Elm Street, Hartford, CT 06106 and are situated in the Town of Trumbull, Parcels "A" and "B" being substantially similar to Parcels "D" and "E" as depicted and described on that certain map entitled "Map Showing Land Acquired by the State of Connecticut 'Beardsley Park, Bridgeport, Connecticut,' 'Fairchild Memorial Park, Trumbull, Connecticut'" dated March 15, 1993, revised September 13, 1994, scale 1" = 400', prepared by FGA Services, Inc., New Haven, Connecticut, Sheet No. "A." A metes and bounds description of the Leased Park Parcels is attached hereto and made a part hereof as Schedule A; and

WHEREAS, the Town proposes to sublease approximately 6.125 acres of the Leased Park Parcels together with the improvements thereon ("Sublease Parcel") to the Transferee as and for a parks maintenance facility for a term of 10 years (the "Sublease Agreement"); and

WHEREAS, both the Leased Park Parcels and the Sublease Parcel are depicted and described on a certain map entitled "Property Survey, Showing Sublease Parcel On Property of the, State of Connecticut, Quarry Road, Trumbull Road, Old Town Road and White Plains Road, Trumbull, Connecticut" dated December 7, 2012, revised December 13, 2012, scale 1" = 100', prepared by Town of Trumbull Engineering Department, a copy of which is on file at the offices of the Transferor, Department of Energy and Environmental Protection, Land Acquisition and Management, 79 Elm Street, Hartford, CT 06106. A metes and bounds description of the Sublease Parcel is attached hereto and made a part hereof as Schedule B; and

WHEREAS, the Transferor and the Transferee agree that during the term of the Lease, the responsibility for the care and control of the Leased Park Parcels shall be vested exclusively in the Town pursuant to and in accordance with the provisions of the Lease and that the Transferee shall have no responsibility for the care and control of the Leased Park Parcels pursuant to the Transfer Agreement; and

WHEREAS, the Transferor and the Transferee agree that upon the expiration or sooner termination of the Lease, the responsibility for the care and control of the Leased Park Parcels shall automatically revert to the Transferee pursuant to and in accordance with the provisions of the Transfer Agreement; and

WHEREAS, it is the purpose and intention of the Transferor and the Transferee to further amend the Transfer Agreement to reflect the fact that the Leased Park Parcels shall not be subject to the provisions of the Transfer Agreement for as long as the Leased Park Parcels are leased by the Transferor to the Town.

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency is herewith acknowledged, the parties hereby agree as follows:

- (1) The description of the Premises set forth in the Transfer Agreement is not amended and shall continue to include the Leased Park Parcels; however, the provisions of the Transfer Agreement shall be suspended with respect to the Leased Park Parcels and shall be inapplicable to the Leased Park Parcels during the term of the Lease. Without limiting the foregoing sentence, unless and until the expiration or sooner termination of the Lease, the responsibility for the care and control of the Leased Park Parcels shall be vested exclusively in the Town and the transferee shall have no responsibility for, or right to, the care and control of the Leased Park Parcels pursuant to the provisions of the Transfer Agreement, provided only that nothing in this paragraph shall relieve the Transferee of any obligation or responsibility for the Sublease Parcel during the term of, and in accordance with, the provisions set forth in the Sublease Agreement;

- (2) Immediately upon the expiration or sooner termination of the Lease, including any extensions thereto, the provisions of the Transfer Agreement shall automatically be reinstated with respect to the Leased Park Parcels without any further action by the Transferor or the Transferee, and the Transfer Agreement shall again apply to the Leased Park Parcels with full force and effect and exclusive responsibility for the care and control of the Leased Park Parcels shall revert to the Transferee pursuant to, and in accordance with, the provisions of the Transfer Agreement.

Except as amended hereby, all of the terms and conditions of the Transfer Agreement (as previously restated and amended) shall remain unchanged; and said terms and conditions shall remain in full force and effect with respect to those portions of the Premises not leased by the Transferor to the Town. The parties expressly ratify, restate and confirm the Transfer Agreement, as herewith amended, in its entirety and agree to be bound thereby.

[Signatures appear on the following page]

SCHEDULE A

Property Description

Parcel A

Beginning at a point marked by an iron pin, said point being the intersection of the westerly boundary of Connecticut Route 127, also known as White Plains Road, and the northerly street line of Trumbull Road and having coordinates of North 143,267.96 and East 482,153.36; Said iron pin being labeled "P.O.B. Parcel A" on said plan;

Thence along said northerly street line of Trumbull Road the following eight (8) courses;

South 62 degrees 31 minutes 12 seconds West a distance of 159.72 feet to a point;
Westerly along a curve turning to the left with a delta angle of 04 degrees 06 minutes 52 seconds, a radius of 1050.05 feet and an arc length of 75.40 feet to a point;
South 58 degrees 24 minutes 19 seconds West a distance of 99.90 feet to a point;
Westerly along a curve turning to the left with a delta angle of 25 degrees 37 minutes 01 second, a radius of 325.00 feet and an arc length of 145.31 feet to a point;
South 32 degrees 47 minutes 19 seconds West a distance of 244.99 feet to a point;
Westerly along a curve turning to the left with a delta angle of 13 degrees 51 minutes 47 seconds, a radius of 550.00 feet and an arc length of 133.08 feet to a point;
South 18 degrees 55 minutes 32 seconds West a distance of 84.21 feet to a point;
South 16 degrees 55 minutes 03 seconds West a distance of 33.94 feet to a point;

Thence along the easterly street line of Quarry Road the following eight (8) courses:
North 03 degrees 41 minutes 17 seconds East a distance of 124.66 feet to a point;
North 01 degrees 03 minutes 59 seconds West a distance of 130.74 feet to a point;
North 02 degrees 03 minutes 46 seconds West a distance of 1008.80 feet to a point;
Northerly along a curve turning to the left with a delta angle of 20 degrees 37 minutes 10 seconds, a radius of 1483.13 feet and an arc length of 533.74 feet to a point;
North 22 degrees 39 minutes 40 seconds West a distance of 210.16 feet to a point;
Northerly along a curve turning to the right with a delta angle of 17 degrees 15 minutes 57 seconds, a radius of 2317.09 feet and an arc length of 698.24 feet to a point;
North 68 degrees 11 minutes 33 seconds West a distance of 8.90 feet to a point;
Northerly along a curve turning to the right with a delta angle of 13 degrees 36 minutes 54 seconds, a radius of 2325.01 feet and an arc length of 552.48 feet to a point;

Thence in part along the easterly street line of Quarry Road and in part along land now or formerly of Kindel North 08 degrees 19 minutes 12 seconds East a distance of 329.63 feet to a monument;

Thence northerly along land now or formerly of said Kindel along a curve turning to the left with a delta angle of 10 degrees 38 minutes 40 seconds, a radius of 2083.01 feet and an arc length of 386.98 feet to a point; Thence continuing northerly along land now or formerly of Kindel along a compound curve turning to the left with a

delta angle of 08 degrees 54 minutes 48 seconds, a radius of 1130.08 feet and an arc length of 175.80 feet to a point;

Thence along the boundary of the interchange between Connecticut Route 15 and Connecticut Route 25 North 37 degrees 47 minutes 45 seconds East a distance of 3.84 feet to a point;

Thence again along the boundary of the interchange between Connecticut Route 15 and Connecticut Route 25 North 23 degrees 42 minutes 32 seconds East a distance of 98.93 feet to a point;

Thence continuing along the boundary of the interchange between Connecticut Route 15 and Connecticut Route 25 North 40 degrees 28 minutes 37 seconds East a distance of 4.23 feet to a point having coordinates of North 146,582.45 and East 480,30559;

Thence southerly along land now or formerly of Daddario along a curve turning to the right with a delta angle of 13 degrees 02 minutes 51 seconds, a radius of 1196.08 feet and an arc length of 272.37 feet to a point having coordinates of North 146,330.04 and East 480,406.39;

Thence southerly along land now or formerly of Daddario and along land now or formerly of the Town of Trumbull each in part along a compound curve turning to the right with a delta angle of 10 degrees 38 minutes 40 seconds, a radius of 2149.01 feet and an arc length of 399.24 feet to a point; Thence along land now or formerly of the Town of Trumbull and along land now or formerly of Daddario each in part South 08 degrees 19 minutes 12 seconds West a distance of 329.63 feet to a point;

Thence southerly along land now or formerly of Daddario along a curve turning to the left with a delta angle of 02 degrees 14 minutes 06 seconds, a radius of 2259.01 feet and an arc length of 88.12 feet to a point;

Thence along land now or formerly of Daddario and along land now or formerly of the Town of Trumbull each in part North 88 degrees 34 minutes 17 seconds East a distance of 120.28 feet to a point having coordinates of North 145,550.90 and East 480,626.82;

Thence southerly along the centerline of the Pequonnock River by land now or formerly of Nyberg and land now or formerly of the Town of Trumbull, each in part a distance of 1134 feet more or less to a point having coordinates of North 144,672.37 and East 481,071.76;

Thence along land now or formerly of the Town of Trumbull and land now or formerly of Corporation for Public Management, each in part, through a monument South 80 degrees 09 minutes 09 seconds East a distance of 230.13 feet to a point;

Thence by land now or formerly of Foldesi South 00 degrees 24 minutes 49 seconds East a distance of 265.16 feet to a point;

Thence along the west street line of Cottage Place South 05 degrees 27 minutes 24 seconds East a distance of 42.03 feet to a point;

Thence along land now or formerly of Malone South 10 degrees 24 minutes 57 seconds East a distance of 227.39 feet to a point;

Thence along land now or formerly of Meraviglia South 71 degrees 14 minutes 13 seconds West a distance of 66.94 feet to a point having coordinates of North 144,142.86 and East 481,409.07;

Thence along the centerline of the Pequonnock River by land now or formerly of said Meraviglia, land now or formerly of Holinko, land now or formerly Valdovinos, land now or formerly Bennett and land now or formerly of Hartigan, each in part a distance of 936 feet more or less to a point having coordinates of North 143,488.50 and East 482,020.16;

Thence along land now or formerly of Hartigan in the following five (5) courses:
North 50 degrees 17 minutes 55 seconds East a distance of 68.50 feet to a point;
South 32 degrees 11 minutes 45 seconds East a distance of 14.50 feet to a point;
South 53 degrees 09 minutes 45 seconds East a distance of 12.14 feet to a point;
South 82 degrees 16 minutes 15 seconds East a distance of 21.64 feet to a point;
South 77 degrees 50 minutes 47 seconds East a distance of 19.79 feet to a monument;

Thence along the westerly boundary of Connecticut Route 127 South 09 degrees 52 minutes 37 seconds West a distance of 106.49 feet to a point;
Thence again along the westerly boundary of Connecticut Route 127 South 04 degrees 25 minutes 42 seconds West a distance of 157.42 feet to the point and place of beginning;

The above described lease tract contains 30.378 ± acres.

Parcel B

Beginning at a point marked by an iron pin, said point being the intersection of the westerly boundary of Connecticut Route 127, also known as White Plains Road, and the southerly street line of Trumbull Road and having coordinates of North 143,215.75 and East 482,161.15; Said iron pin being labeled "P.O.B. Parcel B" on said plan;

Thence along the westerly boundary of Connecticut Route 127 South 04 degrees 25 minutes 42 seconds West a distance of 302.47 feet to a monument;
Thence again along the westerly boundary of Connecticut Route 127 South 09 degrees 31 minutes 58 seconds West a distance of 194.36 feet to a point;
Thence continuing along the westerly boundary of Connecticut Route 127 South 08 degrees 05 minutes 55 seconds West a distance of 225.76 feet to a monument;

Thence southwesterly along the westerly boundary of Connecticut Route 127 and the northerly street line of Old Town Road, each in part along a curve turning to the right with a delta angle of 75 degrees 32 minutes 11 seconds, a radius of 100.00 feet and an arc length of 131.84 feet to a point;

Thence westerly along the northerly street line of Old Town Road along a reverse curve turning to the left with a delta angle of 16 degrees 07 minutes 41 seconds, a radius of 1043.72 feet and an arc length of 293.79 feet to a point; Thence again along the northerly street line of Old Town Road South 67 degrees 13 minutes 38 seconds West a distance of 105.45 feet to a point;

Thence northwesterly along the northerly street line of Old Town Road and the easterly street line of Quarry Road, each in part along a curve turning to the right with a delta angle of 93 degrees 20 minutes 02 seconds, a radius of 30.00 feet and an arc length of 48.87 feet to a point;

Thence along the easterly street line of Quarry Road North 19 degrees 26 minutes 20 seconds West a distance of 342.89 feet to a point;

Thence northeasterly along the easterly street line of Quarry Road and the southerly street line of Trumbull Road, each in part with a curve turning to the right with a delta angle of 51 degrees 17 minutes 04 seconds, a radius of 100.00 feet and an arc length of 89.51 feet to a point having coordinates of North 142,582.66 and East 481,587.44;

Thence easterly along said southerly street line of Trumbull Road the following seven (7) courses:

North 18 degrees 55 minutes 32 seconds East a distance of 84.21 feet to a point; Easterly along a curve turning to the right with a delta angle of 13 degrees 51 minutes 47 seconds, a radius of 500.00 feet and an arc length of 120.98 feet to a point;

North 32 degrees 47 minutes 19 seconds East a distance of 244.99 feet to a point; Easterly along a curve turning to the right with a delta angle of 25 degrees 37 minutes 01 second, a radius of 275.00 feet and an arc length of 122.95 feet to a point;

North 58 degrees 24 minutes 19 seconds East a distance of 99.90 feet to a point; Easterly along a curve turning to the right with a delta angle of 04 degrees 06 minutes 52 seconds, a radius of 1000.05 feet and an arc length of 71.81 feet to a point;

North 62 degrees 31 minutes 12 seconds East a distance of 142.51 feet to the point and place of beginning;

The above described lease tract contains 9.851 ± acres.

SCHEDULE B

Legal Description
Sublease Parcel

The subject parcel being a portion of property of the State of Connecticut under lease to the Town of Trumbull, located north of Trumbull Road, east of Quarry Road and west of the Pequonnock River. Said parcel is more particularly described as;

Beginning at a point, said point being the southwest corner of the subject parcel and being 295 feet north of the intersection of Quarry Road and Trumbull Road, and having coordinates of North 142,859.66 East 481,497.12;

Thence South 89 degrees 45 minutes 08 seconds East a distance of 110.30 feet to a point; Thence North 28 degrees 03 minutes 01 seconds East a distance of 330.90 feet to a point; Thence North 35 degrees 34 minutes 40 seconds West a distance of 69.88 feet to a point; Thence North 07 degrees 43 minutes 01 seconds East a distance of 69.91 feet to a point;

Thence North 52 degrees 04 minutes 16 seconds East a distance of 357.62 feet to a point on the centerline of the Pequonnock River having coordinates of North 143,497.14 East 482,013.83;

Thence along the centerline of the Pequonnock River by land now or formerly of Hartigan and land now or formerly of Bennett, each in part, a distance of 309 feet more or less to a point having coordinates of North 143,692.25 and East 481,774.02;

Thence South 55 degrees 11 minutes 26 seconds West a distance of 512.12 feet to a point;

Thence South 14 degrees 52 minutes 58 seconds East a distance of 559.01 feet to a point; which is the point and place of beginning.

Said Sublease Parcel having an area of 266,802 square feet or 6.125 acres and shown as "Sublease Parcel" on a map entitled "Property Survey, Showing Sublease Parcel On Property of the State of Connecticut, Quarry Road, Trumbull Road, Old Town Road and White Plains Road, Trumbull, Connecticut, Scale: 1"=100', December 7, 2012, revised to December 13, 2012" prepared by the Town of Trumbull Engineering Department and to be recorded in the Trumbull Town Clerk's Office.

Said Sublease Parcel is together with a Right to Access in favor of the City of Bridgeport as shown on the above referenced map.

Said Sublease Parcel is subject to a Right to Access in favor of the Town of Trumbull as shown on the above referenced map.

Said Sublease Parcel is subject to the condition that The Department of Energy and Environmental Protection staff maintains the right of access to the property for business related activities.

NOTICE OF TERMINATION OF TRANSFER AGREEMENT

WHEREAS, the State of Connecticut, Department of Energy and Environmental Protection, formerly known as the Department of Environmental Protection, until July 1, 2011, when Public Act No. 11-80 became effective (as "Transferor") and the City of Bridgeport (as "Transferee") entered into a certain Transfer Agreement signed by the Transferor on August 24, 1992 and by the Transferee on August 20, 1992 and recorded on the Trumbull Land Records on August 24, 1992 in Volume 781 at page 73 and on the Bridgeport Land Records on August 24, 1992 in Volume 3036 at page 135 (the "1992 Transfer Agreement"); and

WHEREAS, the 1992 Transfer Agreement was superceded and replaced by a revised and restated Transfer Agreement signed by the Transferor on May 23, 1997 and by the Transferee on May 8, 1997 (the "Restated Transfer Agreement"); and

WHEREAS, the Restated Transfer Agreement was amended by a document captioned "Second Amendment to Transfer Agreement" by the Transferor on September 14, 2011 and by the Transferee on September 6, 2011 and recorded on the Trumbull Land Records on September 21, 2011 in Volume 1573 at page 816 and on the Bridgeport Land Records on September 21, 2011 in Volume 8480 at page 174 (hereinafter referred to as the "2011 Amended Transfer Agreement"); and

WHEREAS, through the execution of the 2011 Amended Transfer Agreement, the Transferor and Transferee agreed that except where expressly amended by the 2011 Amended Transfer Agreement, all of the terms and conditions of the Restated Transfer Agreement shall remain unchanged and in full force and effect and the Transferor and Transferee expressly ratified, restated and confirmed the Restated Transfer Agreement, as amended by the 2011 Amended Transfer Agreement, in its entirety and agreed to be bound thereby; and

WHEREAS, paragraph 6 of the Restated Transfer Agreement is in full force and effect; and

WHEREAS, section 4 of Special Act No. 11-2, directs the Transferor to "negotiate in good faith with the town of Trumbull concerning the future use and ownership by the town of Trumbull of a portion of a certain parcel located in the town of Trumbull, that is owned by the state and managed by the city of Bridgeport" pursuant to the 2011 Amended Transfer Agreement; and

WHEREAS, the Transferor, Transferee and the town of Trumbull have come to an agreement in principle for the town of Trumbull to lease approximately 40 acres of the property currently managed by the city of Bridgeport pursuant to the 2011 Amended Transfer Agreement for purposes consistent with the gift deed of Antoinette and D. Fairchild Wheeler to the city of Bridgeport dated June 19, 1922, that required the parcel to be used for park; and

WHEREAS, the Transferor intends to negotiate in good faith with the Transferee over the terms of a new transfer agreement concerning the remaining property currently maintained by the city of Bridgeport pursuant to the 2011 Amended Transfer Agreement that will not be leased to the town of Trumbull; and

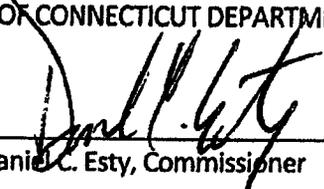
WHEREAS, in order to effectuate the above, the Transferor must terminate the 2011 Amended Transfer Agreement with the Transferee.

NOW, THEREFORE, in accordance with paragraph 6 of the Restated Transfer Agreement, incorporated into the 2011 Amended Transfer Agreement, the Transferor is hereby providing to the Transferee notice of termination and the Transferee is hereby directed to surrender care and control of the Premises, as described in the 2011 Amended Transfer Agreement, on December 31, 2012. Provided however that in the event that the State does not enter into a lease with the Town of Trumbull for approximately 40 acres of the property by December 30, 2012, this Notice of Termination of Transfer Agreement shall be null and void.

IN WITNESS WHEREOF, hereto set their hands and seals on the day and year indicated.

STATE OF CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

By: _____


Daniel C. Esty, Commissioner

Date: _____

9/28/12

DRAFT

Bridgeport Board of Park Commissioners RESOLUTION Concerning Trumbull Sublease

Be it Resolved: That the Board of Park Commissioners of the City of Bridgeport ("City") hereby authorizes, empowers and directs the City's Mayor to enter into appropriate and reasonably necessary agreements with the State of Connecticut ("State") and the Town of Trumbull ("Trumbull"), including but not limited to a certain Third Amendment to Transfer Agreement with the State and a certain Sublease Agreement with Trumbull, in forms acceptable to the City's Director of Parks & Recreation, Finance Director, and City Attorney, for purposes of facilitating the City subleasing certain property within Fairchild Memorial Park, Trumbull for parks purposes.

DRAFT

Bridgeport City Council RESOLUTION Concerning Trumbull Sublease

Be it Resolved: That the City Council of the City of Bridgeport ("City") hereby authorizes, empowers and directs the City's Mayor to enter into appropriate and reasonably necessary agreements with the State of Connecticut ("State") and the Town of Trumbull ("Trumbull"), including but not limited to a certain Third Amendment to Transfer Agreement with the State and a certain Sublease Agreement with Trumbull, in forms acceptable to the City's Director of Parks & Recreation, Finance Director, and City Attorney, for purposes of facilitating the City subleasing certain property within Fairchild Memorial Park, Trumbull for parks purposes.

RECEIVED
CITY OFFICE
2012 DEC 18 A 9:37
TEST



79 Elm Street • Hartford, CT 06106-5127

www.ct.gov/deep

Affirmative Action/Equal Opportunity Employer

December 18, 2012

The Honorable Mayor Bill Finch
City of Bridgeport
999 Broad Street
Bridgeport, Connecticut 06604

Re: Revocation of Notice of Termination of Transfer Agreement Between the Department of Energy and Environmental Protection and the City of Bridgeport

Dear Mayor Finch:

The State of Connecticut, Department of Energy and Environmental Protection ("Transferor") hereby revokes the September 28, 2012 Notice of Termination provided to the City of Bridgeport ("Transferee") regarding the Transfer Agreement signed by the Transferor on August 24, 1992 and by the Transferee on August 20, 1992, which was superceded and replaced by a revised and restated Transfer Agreement signed by the Transferor on May 23, 1997 and by the Transferee on May 8, 1997, and which was further amended by a document captioned "Second Amendment to Transfer Agreement" by the Transferor on September 14, 2011 and by the Transferee on September 6, 2011 and recorded on the Trumbull Land Records on September 21, 2011 in Volume 1573 at page 816 and on the Bridgeport Land Records on September 21, 2011 in Volume 8480 at page 174.

Sincerely,

Daniel C. Esty
Commissioner

Sent Certified Mail
Return Receipt Requested

16-12

Referrals:

COMMUNICATION

FROM: Mark Anastasi
City Attorney

RE: Sublease Agreement with Town of Trumbull.

REFERRED TO: IMMEDIATE CONSIDERATION

CITY COUNCIL: December 17, 2012 (OFF THE FLOOR)

ADOPTED:

Heeta S. Hudson

ATTEST:

APPROVED:

Mayor

SUBLEASE AGREEMENT

This Sublease Agreement is dated this _____ day of December, 2012, to be effective as of February 1, 2013, by and between the Town of Trumbull, a municipal corporation within the County of Fairfield and State of Connecticut (hereinafter, the "Prime Tenant") and the City of Bridgeport, a municipal corporation within the County of Fairfield and State of Connecticut (hereinafter, the "Subtenant").

Recitals

WHEREAS, the Prime Tenant has entered into a Lease with the State of Connecticut (hereinafter, the "Landlord" or the "State") of even date herewith for approximately 40.233 acres of land situated in the Town of Trumbull, Connecticut (the "Lease"), said land being more particularly described and shown on a certain map entitled "Property Survey, Prepared for the Department of Energy and Environmental Protection State of Connecticut, Property of The State of Connecticut, Quarry Road, Trumbull Road, Old Town Road and White Plains Road, Trumbull, Connecticut" dated December 7, 2012, revised December 13, 2012, scale 1" = 100', prepared by Town of Trumbull Engineering Department, a copy of which is on file at the offices of the Transferor, Department of Energy and Environmental Protection, Land Acquisition and Management, 79 Elm Street, Hartford, CT 06106 (the "Premises"). A metes and bounds description of the Premises is attached to the Lease, a copy of which Lease is attached hereto and made a part hereof as Schedule B; and

WHEREAS, the Subtenant was a party to a certain Transfer Agreement by and between Subtenant and the Landlord, a copy of which, as amended and restated, is on file in the Trumbull Land Records; and

WHEREAS, said Transfer Agreement is being suspended with respect to the Premises, effective as of the date of the Lease; and

WHEREAS, as of the date hereof, the Subtenant is, and shall remain, in possession of a certain portion of the Premises consisting of approximately 6.125 acres of land containing an existing office and parks maintenance facility and improvements appurtenant thereto (the "Sublease Parcel"), being more particularly described and shown on a certain map entitled "Property Survey, Showing Sublease Parcel On Property of the, State of Connecticut, Quarry Road, Trumbull Road, Old Town Road and White Plains Road, Trumbull, Connecticut" dated December 7, 2012, revised December 13, 2012, scale 1" = 100', prepared by Town of Trumbull Engineering Department, a copy of which is on file at the offices of the State of Connecticut, Department of Energy and Environmental Protection, Land Acquisition and Management, 79 Elm Street, Hartford, CT 06106 (the "Sublease Parcel Survey"). A metes and bounds description of the Sublease Parcel is attached hereto and made a part hereof as Schedule A; and

WHEREAS, Subtenant's right to use and occupy the Sublease Parcel is and shall be in all respects governed by and subject to the provisions of this Sublease Agreement;

NOW, THEREFORE, on the basis of the foregoing recitals, and in consideration of the covenants, conditions, and other agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

Agreement to Sublease Premises

Prime Tenant hereby subleases the Sublease Parcel to Subtenant at the rental and upon all the terms and conditions set forth herein, and Subtenant hereby hires the same from Prime Tenant, and agrees to pay such rental and perform such terms and conditions.

1. **Term.** The term of this Sublease shall be for ten years and shall commence on or about February 1, 2013 (the "Commencement Date") and, expire on January 31, 2023 (the "Expiration Date"). The Subtenant acknowledges and confirms that it has no right or ability to extend the term of this Sublease Agreement except upon the mutual agreement of both parties hereto that has been approved in writing by the State.

2. **Rent.**

(a) During the term of this Sublease, the Subtenant shall pay both Base Rent and all Impositions, as provided herein. The term "Rent" includes and refers to all Base Rent, Impositions and any and all other sums which are or become due and owing to the Prime Tenant by Subtenant under or by reason of this Sublease from time to time.

(b) Base Rent during the term shall be the sum of One Dollar (\$1.00) for the entire term of the Sublease. Subtenant has paid the sum of One Dollar (\$1.00) upon its execution hereof, receipt of which is hereby acknowledged by the Prime Tenant, none of which shall be refundable upon the expiration or earlier termination of this Lease.

3. **Use and Services.** The Sublease Parcel shall be used for parks maintenance in accordance with the current and past practice of Subtenant. Nothing in the Lease or the Sublease Agreement shall require the Subtenant to modify or update the Sublease Parcel or any Improvement presently thereon or to obtain any permit, approval or license for its use of the Sublease Parcel and the Improvements or to otherwise comply with any Applicable Law regarding both its use of the Sublease Parcel and the condition of the Improvements; provided that nothing in this Section shall relieve Subtenant of the obligation (a) that its use of the Sublease Parcel during the term hereof comply with applicable: (i) deed restrictions and charitable trust laws, (ii) Environmental Laws and (iii) criminal laws, or (b) to maintain the Sublease Parcel in a clean, safe and sanitary condition. Nothing in the Lease or the Sublease Agreement shall require the Prime

Tenant to provide any municipal service it is not presently providing to the Subtenant with respect to the Sublease Parcel, provided Prime Tenant shall continue to provide any service presently being provided in substantial accordance with, and upon substantially similar terms and conditions as at present. Nothing in the Lease or the Sublease Agreement shall require or cause the Subtenant to pay any tax, PILOT or other fee, charge, levy or assessment whatsoever to the Prime Tenant on account of the Sublease Parcel or the Improvements thereon; provided the Subtenant shall continue to pay any Imposition to Prime Tenant which it is currently paying.

4. **Incorporation of Lease By Reference and Defined Terms.** Except as otherwise provide in, or modified or altered by, this Sublease Agreement, and/or any other documents and/or agreements executed in connection herewith or in furtherance hereof, this Sublease Agreement is subject to all of the terms and conditions of the Lease, and said terms and conditions are incorporated into, and made a part of, this Sublease Agreement as if same were specifically set forth herein. In the event of a conflict between any of the terms of this Sublease Agreement and any of the terms of the Lease, the terms of this the Lease shall control. Any capitalized word or term not defined in this Sublease Agreement shall have the meaning ascribed to it in the Lease.

5. **Obligations of Subtenant Under the Lease.** Except as otherwise set forth herein to the contrary, the obligations of the "Lessee" under the Lease which are to be observed and performed by the Subtenant with regard to the Sublease Parcel only shall run in favor of, and shall be enforceable only by, the Prime Tenant. The following obligations of the "Lessee" under the Lease which are to be observed and performed by the Subtenant with regard to the Sublease Parcel only, shall run in favor of, and shall be enforceable by, both the Prime Tenant and the State: (i) paragraph 7(a) - (h), inclusive, of the Lease; and (ii) subject to the provisions of Section 8 of this Sublease Agreement, subparagraphs 14(e) and 14(f) of the Lease.

6. **Condition of Sublease Parcel.** The Subtenant herewith takes and accepts the Sublease Parcel in its present condition, AS-IS, and acknowledges that no representations regarding the Sublease Parcel have been made to it by either Prime Tenant or the State or by any party on their behalf.

7. **Access.** (a) The Sublease Parcel shall not be open to the public except in accordance with the rules and regulations of Subtenant which may restrict access by the public. The Subtenant, its employees, agents, licensees and invitees shall have the non-exclusive right, but not the obligation, to use, repair, maintain and reconstruct the existing driveway to and from Quarry Road, a public highway, for access to and from the Improvements on the Sublease Parcel. The Subtenant, its employees, agents, licensees and invitees shall also have the exclusive right, but not the obligation, to use, repair, maintain and reconstruct the existing utility connections for the provision of electricity, water, sanitary sewer, telecommunications, telephone and any other necessary or appropriate utilities to the Sublease Parcel. Subtenant shall keep the driveway to and from the Sublease Parcel free of ice and snow during the winter but shall have no responsibility for the care and maintenance of any public highway.

(b) The Prime Tenant shall retain the right and privilege during the term of the Sublease, for itself, its employees, agents, invitees and licensees, to pass and repass at reasonable times over that portion of the Sublease Parcel designated as "Right of Access in Favor of the Town of Trumbull" on the Sublease Parcel Survey.

8. **Insurance.** Subtenant is self-insured and shall insure the Sublease Parcel in accordance with the self-insurance letter attached hereto and made a part hereof as Schedule C.

9. **Indemnification.** Except to the extent caused by the negligence or willful misconduct of the Prime Tenant, the State or their agents (jointly and severally, the "Indemnified Parties"), the Subtenant agrees to indemnify, protect, defend with counsel reasonably acceptable to the Indemnified Parties, and hold them free and harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, cost or expense, including reasonable attorney's fees, resulting from or attributable to any occurrence in or upon the Sublease Parcel.

10. **Notices.** The address of the parties for the purpose of giving notice shall be:

Subtenant:

999 Broad Street
Bridgeport, CT 06604
Attn: Mayor

With a copy to:
the City Attorney, the City's
Chief Administrative Officer & the
Director of Parks and Recreation

Prime Tenant:

5866 Main Street
Trumbull, CT 06611
Attn: First Selectman

With a copy to:
the Town Attorney

A copy of any notice provided under this Sublease shall be sent to the State at the following address:

State:

Department of Energy and Environmental Protection
Office of the Commissioner
79 Elm Street
Hartford, CT 06106
Attn: Office Director, Constituent Affairs and Land Management

Notices may only be given by (a) a form of U.S. Mail in which the recipient is required to sign a receipt ; (b) a nationally recognized courier service which requires the recipient to sign a receipt; or (c) delivery by hand with a copy of the notice signed by an officer of the receiving party.

11. **Sovereign Immunity.** The parties acknowledge and agree that nothing in the Sublease shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Lease. To the extent that this section conflicts with any other section, this section shall govern.

12. **Condition Upon Expiration.** Upon the expiration of the term or earlier termination of the Sublease, including any extension thereof, Subtenant shall remove all of Subtenant's property and return the Sublease Parcel to the Prime Tenant, broom clean and in a condition substantially equivalent to its condition on the first day of the Sublease, reasonable wear and tear excepted. Notwithstanding any provision of the Sublease or Lease to the contrary, in the event the existing Improvements on the Sublease Parcel are substantially damaged or destroyed by fire or act of God without fault or malfeasance by the Subtenant, its agents and employees, Subtenant may, in its sole discretion, elect to terminate this Sublease and need not repair or replace the damaged or destroyed Improvements. The Subtenant will be required to remove any remnant of any destroyed Improvement consistent with accepted construction and demolition practices prior to termination of this Sublease.

13. **Equipment.** The Prime Tenant and the State acknowledge and specifically agree that the equipment, furniture, inventory, materials, and other personal property of the Subtenant on the Sublease Parcel shall not become the property of the State, but is, and shall remain, the property of the Subtenant both during the entire term of, and after the conclusion of, the Sublease.

14. **Landlord Consent to Sublease.** In accordance with paragraph 12 of the Lease, the State hereby consents to the sublease of the Sublease Parcel by the Prime Tenant to the Subtenant in accordance with the provisions of this Sublease Agreement. By its consent, the State shall not be bound by any provision of this Sublease Agreement except that the State does agree to be bound by the provisions of Section 8, hereof, with respect to self-insurance, and Section 9, hereof, with respect to the indemnification of the State by the Subtenant.

15. **Arbitration.** Any controversy, claim or dispute which may arise between the Prime Tenant and the Subtenant regarding the rights, duties or liabilities of either party under the Sublease Agreement shall be settled by binding arbitration in Bridgeport, CT by the American Arbitration Association in accordance with its commercial arbitration rules. Upon request for arbitration, the parties herewith shall provide written notification to the Office of the Attorney General, Public Charities Unit, 55 Elm Street, Hartford, Connecticut 06106 of the issue being arbitrated. The arbitrator shall determine the controversy in accordance with the laws of the State of Connecticut as applied to the facts found by said arbitrator. Any expense of arbitration shall be borne equally by the parties. The parties further agree not to initiate legal proceedings in any state or federal court with respect to any controversy, claim or dispute arising out of, or related to, the Sublease

Agreement except as may be necessary for the purpose of enforcing, confirming, vacating, modifying or correcting any arbitration award.

16. **Miscellaneous.**

a. This Sublease Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Connecticut. In the event of any controversy or dispute arising out of this Sublease Agreement, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties, reasonable expenses, including, without limitation, attorney's fees and costs actually incurred.

b. This Sublease Agreement may only be amended by a writing signed by both parties hereto that has been approved in writing by the State.

c. This Sublease Agreement sets forth the entire agreement between the parties hereto.

d. Each party to this Sublease Agreement hereby represents and warrants that it has the legal power, right, and authority to enter into this Sublease.

e. In the event of a default by Prime Tenant under the Lease, Subtenant shall have no obligation to cure any such default by Prime Tenant.

f. During the term of the Sublease, Subtenant shall not be bound by any changes to, or modifications of the provisions of the Lease by and between Prime Tenant and the State to which it did not expressly consent.

g. Notice of this Sublease Agreement shall be recorded on the Trumbull Land Records.

h. This Sublease may not be assigned by either party hereto without the prior written consent of the other party and of the State.

SIGNATURE PAGE FOLLOWS

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

CITY OF BRIDGEPORT

TOWN OF TRUMBULL

By: _____
Bill Finch, Its Mayor
Duly Authorized

By: _____
Timothy Herbst, Its
First Selectman
Duly Authorized

Joinder Agreement

The State of Connecticut, acting herein by Daniel C. Esty, Commissioner of the Department of Energy and Environmental Protection, duly authorized, joins this Sublease Agreement only for the purposes expressed in Sections 13 and 14, herein.

STATE OF CONNECTICUT
Department of Energy and
Environmental Protection

By: _____
Daniel C. Esty, Its Commissioner

Statutory Authority:
Conn. Gen Stat. Sec. 22a-26

Approved :

George Jepsen
Attorney General

By: _____
Joseph Rubin
Associate Attorney General

SCHEDULE A
Legal Description
Sublease Parcel

The subject parcel being a portion of property of the State of Connecticut under lease to the Town of Trumbull, located north of Trumbull Road, east of Quarry Road and west of the Pequonnock River. Said parcel is more particularly described as;

Beginning at a point, said point being the southwest corner of the subject parcel and being 295 feet north of the intersection of Quarry Road and Trumbull Road, and having coordinates of North 142,859.66 East 481,497.12;

Thence South 89 degrees 45 minutes 08 seconds East a distance of 110.30 feet to a point; Thence North 28 degrees 03 minutes 01 seconds East a distance of 330.90 feet to a point; Thence North 35 degrees 34 minutes 40 seconds West a distance of 69.88 feet to a point; Thence North 07 degrees 43 minutes 01 seconds East a distance of 69.91 feet to a point;

Thence North 52 degrees 04 minutes 16 seconds East a distance of 357.62 feet to a point on the centerline of the Pequonnock River having coordinates of North 143,497.14 East 482,013.83;

Thence along the centerline of the Pequonnock River by land now or formerly of Hartigan and land now or formerly of Bennett, each in part, a distance of 309 feet more or less to a point having coordinates of North 143,692.25 and East 481,774.02;

Thence South 55 degrees 11 minutes 26 seconds West a distance of 512.12 feet to a point;

Thence South 14 degrees 52 minutes 58 seconds East a distance of 559.01 feet to a point; which is the point and place of beginning,

Said Sublease Parcel having an area of 266,802 square feet or 6.125 acres and shown as "Sublease Parcel" on a map entitled "Property Survey, Showing Sublease Parcel On Property of the State of Connecticut, Quarry Road, Trumbull Road, Old Town Road and White Plains Road, Trumbull, Connecticut, Scale: 1"=100', December 7, 2012, revised to December 13, 2012" prepared by the Town of Trumbull Engineering Department and to be recorded in the Trumbull Town Clerk's Office.

Said Sublease Parcel is together with a Right to Access in favor of the City of Bridgeport as shown on the above referenced map.

Said Sublease Parcel is subject to a Right to Access in favor of the Town of Trumbull as shown on the above referenced map.

Said Sublease Parcel is subject to the condition that The Department of Energy and Environmental Protection staff maintains the right of access to the property for business related activities.

SCHEDULE B
Lease by and Between
State of Connecticut and Town of Trumbull

SCHEDULE C

Self-Insurance Letter

DRAFT

Bridgeport Board of Park Commissioners RESOLUTION Concerning Trumbull Sublease

Be it Resolved: That the Board of Park Commissioners of the City of Bridgeport ("City") hereby authorizes, empowers and directs the City's Mayor to enter into appropriate and reasonably necessary agreements with the State of Connecticut ("State") and the Town of Trumbull ("Trumbull"), including but not limited to a certain Third Amendment to Transfer Agreement with the State and a certain Sublease Agreement with Trumbull, in forms acceptable to the City's Director of Parks & Recreation, Finance Director, and City Attorney, for purposes of facilitating the City subleasing certain property within Fairchild Memorial Park, Trumbull for parks purposes.

DRAFT

Bridgeport City Council RESOLUTION Concerning Trumbull Sublease

Be it Resolved: That the City Council of the City of Bridgeport ("City") hereby authorizes, empowers and directs the City's Mayor to enter into appropriate and reasonably necessary agreements with the State of Connecticut ("State") and the Town of Trumbull ("Trumbull"), including but not limited to a certain Third Amendment to Transfer Agreement with the State and a certain Sublease Agreement with Trumbull, in forms acceptable to the City's Director of Parks & Recreation, Finance Director, and City Attorney, for purposes of facilitating the City subleasing certain property within Fairchild Memorial Park, Trumbull for parks purposes.

RECEIVED
CITY CLERK'S OFFICE
2012 DEC 19 A 9 37