

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, OCTOBER 6, 2014

7:00 p.m.

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

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 175-13** Communication from City Attorney re: Proposed Professional Services Agreement with Mandate Media, Inc. for Web-Based and Digital Marketing Services, referred to Contracts Committee.
- 176-13** Communication from City Attorney re: Proposed Professional Services Agreement with Gum Spirits Productions for Radio and Cable-Based Marketing Services, referred to Contracts Committee.

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ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 174-13** Communication from OPED re: Proposed Professional Services Agreement with Collaborative Planning Studio for Upper East Side NRZ Visioning Consultant Services, referred to Contracts Committee.

AGENDA

CITY COUNCIL MEETING

MONDAY, OCTOBER 6, 2014

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Discussion re: Road Improvements by Public Facilities Director, Jorge Garcia.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: August 4, 2014

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 162-13** Communication from Finance Department re: Approval of General Obligation Bonds – To Refund Certain General Obligation Bonds, referred to Budget & Appropriations Committee.
- 163-13** Communication from Tax Collector re: Refund of Excess Payments, referred to Miscellaneous Matters Committee.
- 165-13** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Nanette Bustamante, **ACCEPTED AND MADE PART OF THE RECORD.**
- 166-13** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Simone Brown, **ACCEPTED AND MADE PART OF THE RECORD.**
- 168-13** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Stacy Borichko, Sr., **ACCEPTED AND MADE PART OF THE RECORD.**
- 169-13** Communication from Central Grants re: Grant Submission: Office of Housing & Urban Development for the Federal Promise Zone Designation Program, referred to Economic and Community Development and Environment Committee.
- 170-13** Communication from Central Grants re: Grant Submission: Connecticut State Library FY 2015 Targeted Grant for Historic Documents Preservation Program, referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 171-13** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Economic & Community Development – Office of the Arts for the Supporting Arts in Place Grant Program, referred to Economic and Community Development and Environment Committee.
- 173-13** Communication from Labor Relations and Benefits Administration re: Proposed Tentative Agreement with the City Attorney’s Union Local 1303-272, Council #4, AFSCME, AFL-CIO Regarding their Bargaining Unit Contract, referred to Contracts Committee.

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

- 164-13** Resolution presented by Council Member(s) Banta and Taylor-Moye re: Request that the Intersection of Lafayette Street and Gregory Street be designated as an “All-Way-Stop” with appropriate signage and markings, referred to Board of Police Commissioners.
- 167-13** Resolution presented by Council Member Torres re: Request that the City Establishes a Moratorium on Tax Abatements, Expansions and or Proliferations of any Not-For-Profit Organization, referred to Economic and Community Development and Environment Committee.
- 172-13** Resolution presented by Council Member Swain re: Request that the Installation of a “No Parking” sign be placed on Capitol Avenue west of the Norman Street Intersection, referred to Board of Police Commissioners.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *47-13** Economic and Community Development and Environment Committee Report re: Resolution regarding the Coal Burning PSEG Plant in Bridgeport Harbor.
- *142-13** Economic and Community Development and Environment Committee Report re: Resolution Authorizing a Tax Incentive Agreement for Crescent Crossings, An Affordable Housing Development Located at 252 Hallett Street.
- *145-13** Economic and Community Development and Environment Committee Report re: Resolution Authorizing a Tax Incentive Agreement for the Laurelwood Place Apartments, An Affordable Housing Development Located at 585 Norman Street.
- *151-13** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Office of Policy & Management Right Response CT Network Grant Program.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *152-13** Economic and Community Development and Environment Committee
Report re: Grant Submission: State of Connecticut Department of Public Health FY 2015 Lead Poisoning Prevention Financial Assistance Program.
- *154-13(PHO)** Economic and Community Development and Environment Committee
Report re: Public Hearing Ordered for October 20, 2014: re Resolution Approving Amendment #4 to the West End Municipal Development Plan to designate for Acquisition and Disposition of certain Properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Project.
- *155-13(PHO)** Economic and Community Development and Environment Committee
Report re: Public Hearing Ordered for October 20, 2014: re Resolution Authorizing the Acquisition and subsequent Disposition of four Properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Redevelopment Project.
- *157-13** Economic and Community Development and Environment Committee
Report re: Grant Application with the State of Connecticut Department of Environmental Protection (DEEP) for Electric Vehicle Supply Equipment (EVSE) Projects.

MATTERS TO BE ACTED UPON:

- 153-13** Economic and Community Development and Environment Committee
Report re: Resolution Authorizing a Tax Incentive Development Agreement for the Cherry Street Adaptive Reuse Redevelopment Project.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 6, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Beth Lazar 1241 Main Street, Apt. 728 Bridgeport, CT 06604	Remington Woods.
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Justice.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	City Council: fiscal watchdog?
Elaine Thompson-Ward 197 Sheridan Street, 3 rd Fl. Bridgeport, CT 06610	PSEG/Environmental.
Onte' Johnson 246 Louisiana Avenue Bridgeport, CT 06610	Coal Plant Resolution.

transfer the energy production away from coal and reminded everyone that Bridgeport has a very high rate of children with asthma.

Council Member Banta joined the meeting at 6:58 p.m.

Ms. Karen Jackson was the next speaker. She said that she was present to express her opposition against the coal plant. She is the mother of three boys, two of whom have asthma. Ms. Jackson said that when her family attended a funeral out of the area, she noticed that her sons were not having asthma attacks, which led her to believe the problem was Bridgeport's air quality. Ms. Jackson also noted that methane gas is more dangerous than coal and the practice of fracking put gas fumes into the ground water. She said that Bridgeport did not need any more power plants and should look to increase local jobs.

ADJOURNMENT

Council President McCarthy then adjourned the Public Speaking Portion of the Council Meeting at 7:02 p.m.

Respectfully submitted,

Sharon L. Soltes
Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, OCTOBER 6, 2014
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 7:11 p.m.

PRAYER

Council Member Salter led those present in a short prayer.

PLEDGE OF ALLEGIANCE

Mayor Finch then requested Council Member Lyons to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

Assistant City Clerk Ortiz called the roll.

The following members were present:

130th District: Susan Brannelly, Rick Torres
131st District: Jack Banta, Denise Taylor-Moye
132nd District: Patricia Swain
133rd District: Thomas McCarthy, Howard Austin
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Mary McBride-Lee, Richard Salter
136th District: Richard DeJesus, Alfredo Castillo
137th District: Lydia Martinez, Milta Feliciano
138th District: Michael Marella, Richard Paoletto
139th District: Eneida Martinez-Walker, James Holloway

A quorum was present.

Mayor Finch then requested a moment of silence in memory of Council Member Richard Salter's brother, James, who passed away recently.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: August 4, 2014

**** COUNCIL MEMBER PAOLETTO MOVED THE MINUTES OF AUGUST 4, 2014.**

**** COUNCIL MEMBER AUSTIN SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF AUGUST 4, 2014 PASSED UNANIMOUSLY.**

Mayor Finch announced that the Council would be doing the following items that were added to the agenda first:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

174-13 Communication from OPED re: Proposed Professional Services Agreement with Collaborative Planning Studio for Upper East Side NRZ Visioning Consultant Services, referred to Contracts Committee.

175-13 Communication from City Attorney re: Proposed Professional Services Agreement with Mandate Media, Inc. for Web-Based and Digital Marketing Services, referred to Contracts Committee.

176-13 Communication from City Attorney re: Proposed Professional Services Agreement with Gum Spirits Productions for Radio and Cable-Based Marketing Services, referred to Contracts Committee.

**** COUNCIL MEMBER HOLLOWAY MOVED TO APPROVE THE AGENDA ITEMS LISTED ABOVE TO BE REFERRED TO COMMITTEES.**

**** COUNCIL MEMBER MARELLA SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

**** COUNCIL MEMBER PAOLETTO MOVED THE FOLLOWING ITEMS:**

162-13 COMMUNICATION FROM FINANCE DEPARTMENT RE: APPROVAL OF GENERAL OBLIGATION BONDS – TO REFUND CERTAIN GENERAL OBLIGATION BONDS, REFERRED TO BUDGET & APPROPRIATIONS COMMITTEE.

163-13 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

165-13 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH NANETTE BUSTAMANTE, ACCEPTED AND MADE PART OF THE RECORD.

166-13 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH SIMONE BROWN, ACCEPTED AND MADE PART OF THE RECORD.

168-13 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH STACY BORICHKO, SR., ACCEPTED AND MADE PART OF THE RECORD.

169-13 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: OFFICE OF HOUSING & URBAN DEVELOPMENT FOR THE FEDERAL PROMISE ZONE DESIGNATION PROGRAM, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

170-13 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CONNECTICUT STATE LIBRARY FY 2015 TARGETED GRANT FOR HISTORIC DOCUMENTS PRESERVATION PROGRAM, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

**** COUNCIL PRESIDENT MCCARTHY SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

Council Member Swain stated that Agenda Item 167-13 Resolution presented by Council Member Torres re: Request that the City Establishes a Moratorium on Tax Abatements, Expansions and or Proliferations of any Not-For-Profit Organization, referred to Economic and Community Development and Environment Committee was included in the Resolutions to be referred to Boards, Commissions, etc. and should have been included in with the items to be referred to Committees. Mayor Finch then asked Council Member Holloway and Council Member Marella if they would like to add Agenda Item 167-13 into their previous motion.

**** COUNCIL MEMBER HOLLOWAY MOVED TO ADD THE FOLLOWING AGENDA ITEM TO THE COMMUNICATIONS TO BE REFERRED TO COMMITTEE:**

**167-13 RESOLUTION PRESENTED BY COUNCIL MEMBER TORRES RE:
REQUEST THAT THE CITY ESTABLISHES A MORATORIUM ON
TAX ABATEMENTS, EXPANSIONS AND OR PROLIFERATIONS OF
ANY NOT-FOR-PROFIT ORGANIZATION, REFERRED TO**

ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

- ** COUNCIL MEMBER MARELLA SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

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

- ** COUNCIL MEMBER PAOLETTO MOVED THE FOLLOWING AGENDA ITEMS:**

164-13 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) BANTA AND TAYLOR-MOYE RE: REQUEST THAT THE INTERSECTION OF LAFAYETTE STREET AND GREGORY STREET BE DESIGNATED AS AN "ALL-WAY-STOP" WITH APPROPRIATE SIGNAGE AND MARKINGS, REFERRED TO BOARD OF POLICE COMMISSIONERS.

172-13 RESOLUTION PRESENTED BY COUNCIL MEMBER SWAIN RE: REQUEST THAT THE INSTALLATION OF A "NO PARKING" SIGN BE PLACED ON CAPITOL AVENUE WEST OF THE NORMAN STREET INTERSECTION, REFERRED TO BOARD OF POLICE COMMISSIONERS.

- ** COUNCIL PRESIDENT MCCARTHY SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- ** COUNCIL MEMBER PAOLETTO MOVED THE FOLLOWING AGENDA ITEMS:**

***151-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF POLICY & MANAGEMENT RIGHT RESPONSE CT NETWORK GRANT PROGRAM.**

***152-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH FY 2015 LEAD POISONING PREVENTION FINANCIAL ASSISTANCE PROGRAM.**

***154-13(PHO) ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: PUBLIC HEARING ORDERED FOR OCTOBER 20, 2014: RE RESOLUTION APPROVING AMENDMENT #4 TO THE WEST END MUNICIPAL DEVELOPMENT PLAN TO DESIGNATE FOR ACQUISITION AND DISPOSITION OF CERTAIN PROPERTIES IN THE WEST END REDEVELOPMENT AREA FOR THE CHERRY STREET ADAPTIVE REUSE PROJECT.**

***155-13(PHO)ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: PUBLIC HEARING ORDERED FOR OCTOBER 20, 2014: RE RESOLUTION AUTHORIZING THE ACQUISITION AND SUBSEQUENT DISPOSITION OF FOUR PROPERTIES IN THE WEST END REDEVELOPMENT AREA FOR THE CHERRY STREET ADAPTIVE REUSE REDEVELOPMENT PROJECT.**

**** COUNCIL MEMBER MARELLA SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

***47-13 Economic and Community Development and Environment Committee Report re: Resolution regarding the Coal Burning PSEG Plant in Bridgeport Harbor.**

**** COUNCIL MEMBER TORRES MOVED THE ITEM.**

**** COUNCIL MEMBER BRANNELLY SECONDED.**

Council Member Holloway spoke about the problems with coal burning plants and mentioned a family member who developed asthma at age 8. He pointed out that low sulfur coal is actually shipped to Europe, while the higher sulfur content remains here in the U.S. Council Member Holloway said that he has been a proponent of clean air since 1993 and said that during the Public Speaking portion of the meeting, there had been about 35 people present to express their opposition to the coal burning plant.

Council Member Marella moved the question.

**** THE MOTION TO APPROVE AGENDA ITEM 47-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION REGARDING THE COAL BURNING PSEG PLANT IN BRIDGEPORT HARBOR PASSED WITH EIGHTEEN (18) IN FAVOR (TORRES, BRANNELLY, TAYLOR-MOYE, BANTA, SWAIN, MCCARTHY, AUSTIN, LYONS, MCBRIDE-LEE, SALTER, DEJESUS, CASTILLO, MARTINEZ, FELICIANO, MARELLA, PAOLETTO, MARTINEZ-WALKER AND HOLLOWAY) AND ONE (1) OPPOSED (VIZZO-PANICCIA).**

***142-13 Economic and Community Development and Environment Committee Report re: Resolution Authorizing a Tax Incentive Agreement for Crescent Crossings, An Affordable Housing Development Located at 252 Hallett Street.**

**** COUNCIL MEMBER PAOLETTO MOVED THE ITEM.**

**** COUNCIL MEMBER MARELLA SECONDED.**

Council Member Taylor-Moye said that both she and Council Member Banta would like to speak on the issue. Council Member Banta said that this was a very important issue and that the quality of life would be improved.

Council Member Torres said that as a point of personal privilege, he was happy to be on the winning side for once.

Council Member Holloway spoke of the history of the parcel and said that he was for the tax break. He said that it is important to have people come to Bridgeport and repeated that he was for the tax abatement.

Council Member Torres said that Bridgeport is the most generous city by far in Fairfield and that there are many large residential buildings on the west side of the City that have become group homes for special needs residents. He added that the City was also one of the most tax challenged cities in the nation. He pointed out that the taxpayers would be underwriting this project for Phase 1.

Council Member Taylor Moye said that she was for the tax abatement because the City needs to have new development and to grow. Although she might not benefit directly, she believes that her grandchildren will. Anyone who wants to see the future of their children improved should be in favor of this project.

Council Member Banta said that he was in favor of the abatement. He went on to speak about how this would be a positive thing for the City.

Council Member Brannelly said that she would like to draw everyone's attention to a few points. Recently, there have been a number of projects presented to the Council by OPED. It wasn't all that long ago that there were almost no development projects being presented. Not all of the projects that are being presented have requested tax abatements. The benefits are not just the dollars and cents but other metrics like the quality of life and overall development of the City. Bridgeport should not stagnate because if it does, it will become like Detroit. There are many things happening, but allowing a building like this to go on as without rehabilitation is wrong.

Council Member Martinez said that she was supporting the project and that it was good to see developers coming to help the City. She added that in the future, she would like to see Bridgeport not having to give tax abatements, but will still support this.

Council Member Torres said that it would be nice to see the surrounding towns step up to help with providing services to the residents. He asked the Council Members if they were willing to pay more for someone else's tax abatement.

Council Member Swain said that Council Member Torres had a point and that she had considered this project carefully. While she was excited about the project, it was hard to make the decision because of the tax issues.

Council Member Martinez-Walker said that she would applaud OPED for their hard work on these types of projects and also the developers who present their plans and then adjust them for the City's needs.

Council Member Marella commented that he remembered a time in the 1960's when F.D. Rich had come to Bridgeport and asked for a tax break to do some development. Bridgeport said no and F.D. Rich then went to Stamford and built that city up. It was a major mistake on Bridgeport's part.

Council Member Taylor-Moye said that while the input from the government was important, the City needs to look to the future.

Council Member Holloway said that in response to those who were not in favor of the tax abatement that after the ball park was built, Sacred Heart started buying parcels on Park Avenue and expanding. They pay no taxes on their property. He asked the Council if they would like to see Sacred Heart take over all of Park Avenue.

Council Member Holloway then requested a roll call vote. Council Member Marella seconded.

**** THE MOTION TO APPROVE AGENDA ITEM 142-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING A TAX INCENTIVE AGREEMENT FOR CRESCENT CROSSINGS, AN AFFORDABLE HOUSING DEVELOPMENT LOCATED AT 252 HALLETT STREET PASSED WITH THIRTEEN (13) IN FAVOR (BRANNELLY, BANTA, TAYLOR-MOYE, MCCARTHY, AUSTIN, VIZZO-PANICCIA, CASTILLO, DEJESUS, MARTINEZ, MARELLA, PAOLETTO, MARTINEZ-WALKER AND HOLLOWAY) AND SIX (6) OPPOSED (TORRES, SWAIN, LYONS, MCBRIDE-LEE, SALTER, AND FELICIANO).**

***145-13 Economic and Community Development and Environment Committee Report re: Resolution Authorizing a Tax Incentive Agreement for the Laurelwood Place Apartments, An Affordable Housing Development Located at 585 Norman Street.**

**** COUNCIL MEMBER PAOLETTO MOVED THE ITEM.**

**** COUNCIL MEMBER BRANNELLY SECONDED.**

Council Member Torres said that for him, this was very similar to the last item. He went on to speak about real estate practices. He pointed out that this would incur costs to the City.

**** THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BRANNELLY, BANTA, TAYLOR-MOYE, MCCARTHY, AUSTIN, VIZZO-PANICCIA, MCBRIDE-LEE, SALTER, CASTILLO, MARTINEZ, MARELLA, PAOLETTO, MARTINEZ-WALKER AND HOLLOWAY) AND FIVE (5) IN OPPOSITION (TORRES, SWAIN, LYONS, FELICIANO AND DEJESUS).**

157-13 Economic and Community Development and Environment Committee Report re: Grant Application with the State of Connecticut Department of Environmental Protection (DEEP) for Electric Vehicle Supply Equipment (EVSE) Projects.

**** COUNCIL MEMBER MARTINEZ MOVED TO TABLE AGENDA ITEM 157-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT APPLICATION WITH THE STATE OF CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEEP) FOR ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) PROJECTS.**

**** COUNCIL PRESIDENT MCCARTHY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON:

153-13 Economic and Community Development and Environment Committee Report re: Resolution Authorizing a Tax Incentive Development Agreement for the Cherry Street Adaptive Reuse Redevelopment Project.

**** COUNCIL MEMBER BRANNELLY MOVED THE ITEM.**

**** COUNCIL PRESIDENT MCCARTHY SECONDED.**

**** COUNCIL MEMBER TORRES MOVED TO TABLE AGENDA ITEM 153-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR THE CHERRY STREET ADAPTIVE REUSE REDEVELOPMENT PROJECT TO SEND BACK TO COMMITTEE.**

**** COUNCIL MEMBER FELICIANO SECONDED.**

Mayor Finch commented that this agenda item was one of the largest development projects involving a blighted property in Bridgeport. Council President McCarthy clarified that a “yes” vote was in favor of tabling the item, while a “no” vote was actually an approval of the item.

**** THE MOTION TO TABLE AGENDA ITEM 153-13 FAILED TO PASS WITH THREE (3) IN FAVOR (TORRES, FELICIANO AND DEJESUS) AND SIXTEEN (16) AGAINST (BRANNELLY, BANTA, TAYLOR-MOYE, MCCARTHY, AUSTIN, VIZZO-PANICIA, CASTILLO, MARTINEZ, SWAIN, LYONS, MCBRIDE-LEE, SALTER, MARELLA, PAOLETTO, MARTINEZ-WALKER AND HOLLOWAY).**

Council Member Torres then spoke about the reasons he was not in favor of the project and the fact that the residents of Bridgeport would indirectly be subsidizing this project through the tax abatement.

Council Member Holloway then about the economic status of the City and how this project will help the City overall.

Council Member Martinez said that she was happy to see this building being demolished and developed.

Council Member Taylor-Moye said that she agreed with Council Member Holloway and that the things that were wrong with the City needed to be addressed. She said that regarding Council

Member Torres' earlier remarks about the lower income residents needing more services, that many different residents from all income levels need services and this should be continued.

Council President McCarthy said these parcels of land were extremely important in the development of the area and the City was trying to actively solve the problems. The building on the Cherry Street parcel is empty, broken down and costs the City of Bridgeport in many different ways. It will be very important to let the people who drive through Bridgeport to know that the City is open for business and that there is growth happening in the City.

Council Member McBride-Lee said that the property owners and the residents need to have this project move forward. Both the rich and the poor deserve services.

Council Member Lyons said even with the tax abatements, the projects will bring jobs to Bridgeport. When people travel through Bridgeport, either by car on 95 or by train, this building is what they see.

**** THE MOTION TO APPROVE AGENDA ITEM 153-13 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR THE CHERRY STREET ADAPTIVE REUSE REDEVELOPMENT PROJECT PASSED WITH SIXTEEN (16) IN FAVOR (BRANNELLY, BANTA, TAYLOR-MOYE, MCCARTHY, AUSTIN, VIZZO-PANICCIA, CASTILLO, MARTINEZ, SWAIN, LYONS, MCBRIDE-LEE, SALTER, MARELLA, PAOLETTO, MARTINEZ-WALKER AND HOLLOWAY) AND THREE (3) AGAINST (TORRES, FELICIANO AND DEJESUS).**

Mayor Finch then said that these types of projects often took years to bring forward because of easement issues and other legal complications. However, this project will help the tax base grow. The City now has the world's second largest fuel cell facility, and Steel Point moving forward, along with other projects. The projects that were approved by the Council at this meeting are worth hundred of millions of dollars. These projects will benefit the contractors, the people who come to live in the apartments, the local merchants and so many others who may never know what the Council approved in this meeting. He thanked the Council for moving these items forward.

Discussion re: Road Improvements by Public Facilities Director, Jorge Garcia.

Mr. Garcia came forward and distributed copies of a document with photographs showing the various methods of road repair, which include Maintenance, Rehabilitation and Reconstruction. Mr. Robert Kennedy came forward and spoke about how the City is now handling the road maintenance and repair. Mr. Garcia then explained that these new practices will include and micro sealing, use of the pothole killer and Hot-In-Place (HIP) paving, which allow pot holes to be filled even in winter. The asphalt reclaimer actually recycles the asphalt milled from the road and prepares it for reapplication. This will significantly reduce the cost of asphalt purchased by the City from asphalt plants.

Mayor Finch then congratulated Public Facilities for the pothole killer and all the work that has been done on the roads by the department. Council President McCarthy also expressed his appreciation, which was followed by a round of applause for Mr. Garcia.

Council Member McBride-Lee then said that her neighbors became very excited when the trucks arrived on her street and they are planning on throwing a party, to which the road crew is invited. Council Member Martinez-Walker said expressed her appreciation for the work that has been done. She said that she had watched the crews work and they were saving the City money and making things easier for the resident. Council Member Torres also spoke about how the road repairs were a benefit to the City. Council Member Lyons expressed her appreciation for the department's work, along with Council Member Paoletto, who wished to participate in the praise fest, by thanking the various administrators by name from his heart because they work so hard to get the job done. Council Member Brannelly commented that she appreciated all the improvements that the department recently made. She recounted how the department crews had come out at night to take care of a paving problem for her neighbors and how much this impressed everyone.

Mayor Finch then presented the department administrators with "Be Green" medallions. Mayor Finch said that one of the largest piling of milling in the old landfill could be recycled by the reclaimer. This will be saving the environment and saving the City.

Council Member Lyons then personally thanked Mr. Kennedy for all his help.
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ADJOURNMENT

**** COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN.**

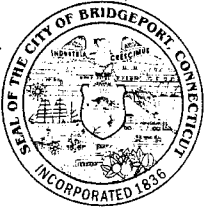
**** COUNCIL PRESIDENT MCCARTHY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:30 p.m.

Respectfully submitted,

Sharon L. Soltes
Telesco Secretarial Services



CITY OF BRIDGEPORT
DEPARTMENT OF FINANCE
MARGARET E. MORTON GOVERNMENT CENTER
999 Broad Street
Bridgeport, Connecticut 06604
Telephone 203-576-7251 Fax 203-576-7067

ANNE KELLY - LENZ
Finance Director

BILL FINCH
Mayor

COMM. #162-13 Ref'd to Budget & Appropriations
Committee on 10/06/2014.

MEMORANDUM

TO: Fleeta Hudson, City Clerk

FROM: Anne Kelly-Lenz, Finance Director *AKL*

DATE: September 15, 2014

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

Enclosed are copies of the above-captioned resolution. Please place this item on the Agenda for the next regularly scheduled City Council meeting to be referred to the Budget & Appropriations Committee.

AKL/mr

Enclosure:

RECEIVED
CITY CLERK'S OFFICE
2014 SEP 16 A 8:10
ATTEST
CITY CLERK

CITY OF BRIDGEPORT, CONNECTICUT

To the City Council of the City of Bridgeport:

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

NO. _____

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

BE IT RESOLVED, that having received the recommendation of the Mayor of the City of Bridgeport (the “City”) with respect to the action authorized herein, the City Council of the City of Bridgeport hereby approves the issuance of general obligation bonds secured by the City’s full faith and credit (the “Refunding Bonds”), in an amount up to \$90,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) refunding such portions of the outstanding maturities (including the payment of principal, accrued interest and any call premium) of the City’s \$59,210,000 General Obligation Bonds, 2006 Series B (Tax-Exempt), the City’s \$48,380,000 General Obligation Bonds, 2007 Series A (Tax-Exempt), and such other outstanding general obligation bonds of the City (collectively, the “Prior Bonds”) as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the “Officials”) to be in the best interest of the City to refund; and (ii) financing such additional costs and expenses, in an amount not to exceed ten percent (10%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, escrow fees, verification fees,

investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and

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

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

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

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

enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Refunding Bonds; and

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

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

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

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



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

BILL FINCH
Mayor

VERONICA JONES
Tax Collector

COMM. #163-13 Referred to Miscellaneous Matters Committee
on 10/06/2014

DATE: September 15, 2014
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

RECEIVED
CITY CLERK'S OFFICE
2014 SEP 15 A 9:53
ATTEST
CITY CLERK

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

MCI COMMUNICATIONS SERVICES INC
C/O DUFF & PHELPS
P O BOX 2749
USA
ADDISON, TX 77500

MCI Communication overpaid in error and City directed to refund overpayment.

Refund due: \$27,310.35

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
 This is to certify that **MCI COMMUNICATION SERVICES INC**

- has presented satisfactory proof that -he is entitled to an exemption on the assessment list of 10/01/2012
- Sec. 12-81 (20) Servicemen Having Disability Rating.
 - Sec. 12-124 Abatement to poor.
 - Sec. 12-125 Abatement of Taxes of Corporations.
 - Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
 - Sec. 12-127 Abatement or Refund to Blind Persons.
 - Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
 - Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
 - Sec. 12-129 Refund of Excess Payments.

MCI COMMUNICATION SERVICES INC
 C/O DUFF & PHELPS
 P O BOX 2749
 USA
 ADDISON TX 77500

2012-02-0002205
 P--9000855
 ALL LOCATIONS N/A

RECEIVED

JUN 30 2014



To Duff & Phelps, Account Collector of **CITY OF BRIDGEPORT** State of Connecticut.

nereby apply for abatement or refund* of such part of my tax as shall represent:

The service exemption or
 (State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2013	54,620.70	0.00	0.00	0.00	54,620.70	
Total Paid	02/03/2014	81,931.05	0.00	0.00	0.00	81,931.05	-27,310.35 ***
Adjusted Refund		-27,310.35	0.00	0.00	0.00	27,310.35	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Print Name Gary Dreyer

[Signature]
 Signature of Taxpayer

Date 7/9/14

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 27,310.35
 be made to the above-named taxpayer in accordance with the provisions of Section (s): _____

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 23 DAY OF June 2014

[Signature]
 TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____
 approved on the _____ day of _____ 20____. It was voted to refund
 Property Taxes and Interest amounting to \$ _____ to _____

RECEIVED

JUL 22 2014

First Selectman

Other Governing Body

Clerk

Duff & Phelps, Addison, TX

**Cross out abatement or refund as required.



verizon

THIS DOCUMENT CONTAINS MULTIPLE FRAUD DETERRENT SECURITY FEATURES - SEE REVERSE

PAY EXACTLY ... TWENTY-SEVEN THOUSAND THREE HUNDRED TEN USD and THIRTY-SEVEN

Cents ...

Date: 01/24/2014

Check No 6000137701

\$*****27,310.35*

Void After 120 Days


TO THE CITY OF BRIDGEPORT TAX COLLECTOR
ORDER OF

Wachovia Bank, National Association,
Winston-Salem, NC

Verizon Treasury

⑆E000137701⑆ ⑆05310156⑆ ⑆2079900576003⑆

Security Features Included Details on back

Security Features:  The security features listed below, as well as those not listed, exceed industry guidelines.

Fraud Indicators:

- Endorsement on front or back of check
- Endorsement in voided area
- Microprint
- Color
- Watermark
- Security thread
- Security fibers
- Security ink
- Security paper
- Security features

002300159
LOCKBOX - For DEPOSIT ONLY TO WITHIN NAMED PAYEE
Wachovia Bank NA Waterbury, CT 06720>211170101<

20140204

10505001 33 40 02/01/2014 5

PLEASE ENDORSE ABOVE THIS LINE

DO NOT ACCEPT IF SECURITY MARK IS ABSENT.



HOLD CHECK AT AN ANGLE TO VIEW SECURITY MARK

⑈00013780⑈ ⑆111907445⑆ 2534619025⑈

ONE CHECK AND OBTAINS THE FOLLOWING SECURITY FEATURES:

PAY TO THE ORDER OF CITY OF BRIDGEPORT TAX

DO NOT WRITE, STAMP OR SIGN BELOW • RESERVED FOR FINANCIAL INSTITUTION USE

RESPONSE HERE

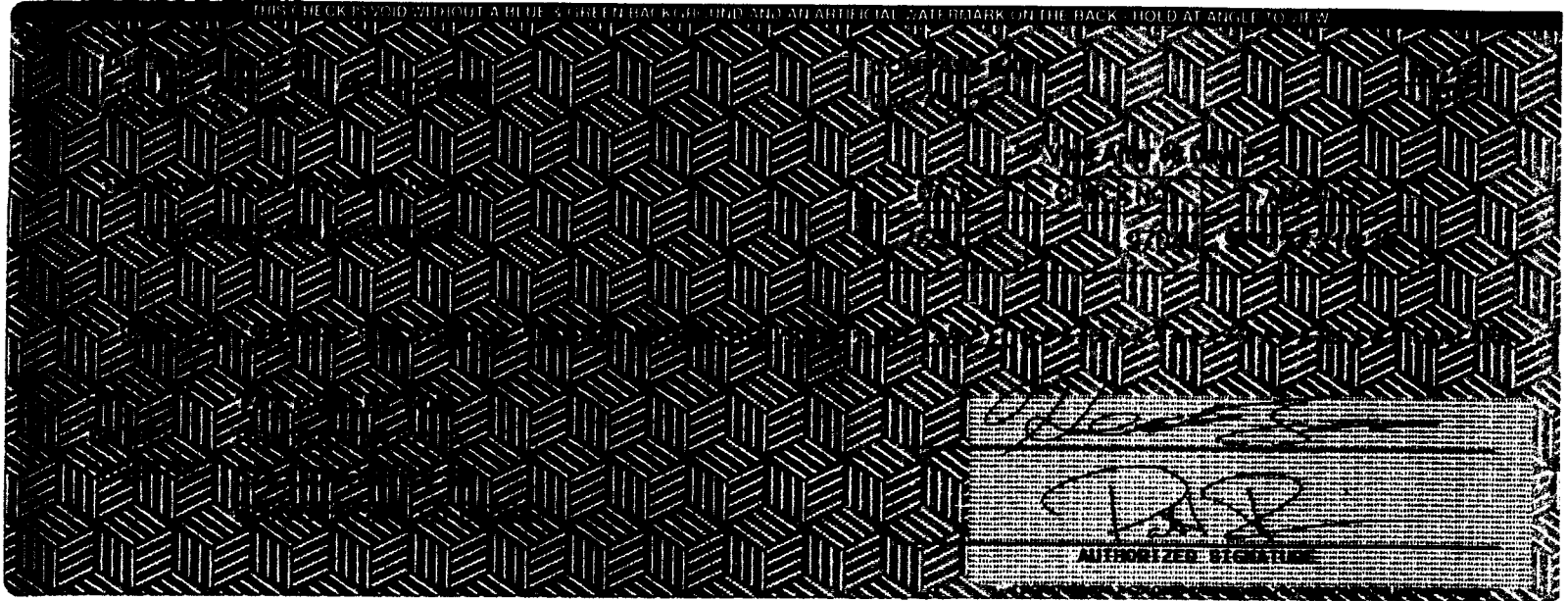
HOLD AT ANGLE TO SEE WATER MARK

BORDERS ON THE FACE AND BACK CONTAIN MICRO-PRINTING AND MUST BE SEEN UNDER MAGNIFICATION • LOOK FOR: ORIGINAL DOCUMENT

ORIGINAL DOCUMENT

[Handwritten signature]

THIS CHECK IS VOID WITHOUT A BLUE GREEN BACKGROUND AND AN ARTIFICIAL WATER MARK ON THE BACK - HOLD AT ANGLE TO SEE W



⑈00009704⑈ ⑆111907445⑆ 2534619025⑈

DUFF & PHELPS

F A C S I M I L E

Attention		From	"Dreyer, Gary" <Gary.Dreyer@duffandphelps.com>
Company		Date	08/13/14 11:44:52 AM
Fax Number	2033325628	Pages Including Cover	2
Subject	CT_Bridgeport City MCI Communications Refund		

If this transmission is not received in good order please call 4694431936 or fax 2147361719.

The information contained in this facsimile message is intended only for the person or entity named above. If you are not the intended recipient please be aware that any dissemination or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via Postal Service. Thank you.

COMMENTS:

Gary Dreyer
Senior Associate, Property Tax

T +1 469 547 9611
F +1 214 736 1719

Duff & Phelps, LLC
14850 Quorum Drive
Suite 500
Dallas, TX 75254

gary.dreyer@duffandphelps.com<mailto:gary.dreyer@duffandphelps.com>
www.duffandphelps.com

This email is confidential and subject to important disclaimers and conditions, including those regarding confidentiality, legal privilege and certain legal entity disclaimers, available at <http://www.duffandphelps.com/disclosure>.

John

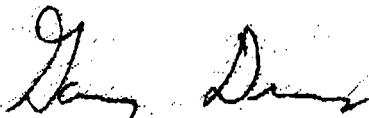
August 13, 2014

Re: MCI Communications Services Account # P-9000855

Dear John,

Duff & Phelps are the Tax Managers for MCI Communications. We recently sent a letter regarding our refund for Account # P-9000855 in the amount of \$27,310.35. Verizon paid this tax bill by mistake resulting in a double payment. You had called and left a message with one of our Tax Representatives at the office, and she forwarded the information on to me. If you can, please issue Verizon Communications a refund of \$27,310.35. It would make things a little difficult on our end if the amount was applied to the current year. If you have any further questions, you can give me a call at 469-547-9611. Thank you in advance for your time.

Sincerely,



Gary Dreyer
Senior Associate
Property Tax

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
Mark T. Anastasi

999 Broad Street
Bridgeport, Connecticut 06604-4328

ASSISTANT CITY ATTORNEYS

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

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



DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

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

COMM. #165-13 ACCEPTED AND MADE PART OF THE RECORD

September 19, 2014

ON 10/06/2014

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

Re: **SETTLEMENT OF CLAIM
NANETTE BUSTAMANTE V. CITY OF BRIDGEPORT, ET AL**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$16,000.00 payable to DeLucia & Levine, Trustee for Nanette Bustamante. The action was claiming personal injuries to Ms. Bustamante when, on January 22, 2013, she was involved in a motor vehicle accident where City of Bridgeport employee, Steven Lukac, backed the dump truck he was operating into the front of Ms. Bustamante's stopped vehicle.

Pursuant to the City Council's amended Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with my paralegal, Shakira Simpson, who will then follow-up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

MTA/ss

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
Mark T. Anastasi

999 Broad Street
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

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



ASSISTANT CITY ATTORNEYS

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

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

COMM. #166-13 ACCEPTED AND MADE PART OF THE RECORD

September 19, 2014

ON 10/06/2014

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

Re: **SETTLEMENT OF CLAIM**
SIMONE BROWN V. CITY OF BRIDGEPORT

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$17,500.00 payable to Dey Smith Steele, LLC, Trustee for Simone Brown. The action was claiming personal injuries to Ms. Brown when, on November 9, 2010, she was caused to trip and fall on a defective sidewalk which resulted in fracturing her ankle in three places. She alleges her resulting injuries were caused by the City of Bridgeport's breach of its statutory duty to keep and maintain the sidewalk in a reasonably safe condition.

Pursuant to the City Council's amended Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with my paralegal, Shakira Simpson, who will then follow-up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

MTA/ss

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

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R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers



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

September 30, 2014

Comm. #168-13 ACCEPTED AND MADE PART OF THE RECORD

On 10/06/2014

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

Re: **SETTLEMENT OF CLAIM**
STACY BORICHKO, SR. v. STATE OF CONNECTICUT, DEPARTMENT OF
TRANSPORATION, ET AL

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$18,000.00 payable Miller, Rosnick, D'Amico, August & Butler, PC, Trustee for Stacy Borichko, Sr. The action was claiming personal injuries to Mr. Borichko when, on December 12, 2012, he was injured when the pavement he was walking on collapsed and caused him to fall. He alleges the accident and his resulting injuries were caused by the negligence of the City of Bridgeport.

Pursuant to the City Council's amended Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with my paralegal, Shakira Simpson, who will then follow-up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

Mark T. Anastasi
City Attorney

MTA/ss



BILL FINCH
Mayor

City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

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

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

**Comm. #169-13 Referred to ECD&E Committee on
On 10/06/2014**

September 26, 2014

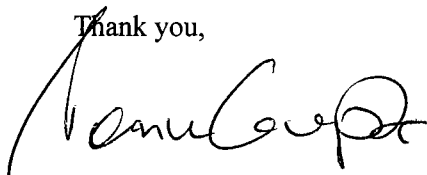
Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

RECEIVED
CITY CLERK'S OFFICE
2014 SEP 30 P 3:45
ATTEST
CITY CLERK

Re: A Resolution by the Bridgeport City Council Regarding the Federal Promise Zone Designation Program for referral to ECDE committee

If you have any questions or require any additional information please contact me at 203-576-7732 or renu.gupta@bridgeportct.gov.

Thank you,


Renu Gupta



Central Grants Office
 City of Bridgeport
 999 Broad Street
 Bridgeport, CT 06604

Grant Information Sheet

Contact Information

Project Manager	David Kooris	Phone	203-576-4209
Grant Writer	Renu Gupta	Phone	203-576-7732

Background Information

Grant Program (Full Title)	Promise Zone Designation		
Funding Entry	U.S. Office of Housing & Urban Development		
Program Start Date		Program End Date	10 years

Overseeing Department	OPED		
Purpose/Scope of Grant/Project	<p>Purpose [Why?]: The Promise Zones initiative seeks to revitalize high-poverty communities across the country by creating jobs, increasing economic activity, improving educational opportunities, reducing serious and violent crime, leveraging private capital, and assisting local leaders in navigating federal programs and cutting through red tape.</p> <p>Scope/Description [What?]: This designation will assist the City in revitalizing Bridgeport. Priority in grant funding will be given to the areas with this designation</p> <p>Location(s)/Address (es) [Where?]: N/A</p>		
Project/Service Carried Out By	<input checked="" type="checkbox"/> City of Bridgeport <input type="checkbox"/> External Organization(s):		
Project/Service Council District(s) - Approx.	<input type="checkbox"/> N/A or No Specific Limits <input checked="" type="checkbox"/> Citywide <input type="checkbox"/> 130th <input type="checkbox"/> 131th	<input type="checkbox"/> 132th <input type="checkbox"/> 133th <input type="checkbox"/> 134th <input type="checkbox"/> 135th	<input type="checkbox"/> 136th <input type="checkbox"/> 137th <input type="checkbox"/> 138th <input type="checkbox"/> 139th
Rationale for Project Location(s)			

Award Type	<input type="checkbox"/> N/A <input type="checkbox"/> Cash <input type="checkbox"/> Technical Assistance <input checked="" type="checkbox"/> Recognition Only
Applied	<input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> <input type="checkbox"/> Awarded:
Match Amount	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind:
Match Source(s) (Account Line/Project/Blk/Entry)	<input checked="" type="checkbox"/> N/A

A Resolution by the Bridgeport City Council

Regarding the

Federal Promise Zone Designation Program

WHEREAS, the **Federal Government** is authorized to extend assistance to municipalities in the form of grants and other designations; and,

WHEREAS, this designation has been made possible through the **A Collaborative Initiative of Several Department of Federal Government**; and

WHEREAS, this designation will be used by the City to accelerate and strengthen the community's efforts at comprehensive community revitalization; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Central Grants Office, submit an application to **Federal Government – Office of Housing & Urban Development** for the consideration of this designation; and

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **Office of Housing & Urban Development - Federal Promise Zone Designation Program** for the purpose of community revitalization; and,
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the **Office of Housing & Urban Development - Federal Promise Zone Designation Program** 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
CENTRAL GRANTS OFFICE

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

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

**Comm. #170-13 Referred to ECD&E Committee on
On 10/06/2014**

September 26, 2014

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

RECEIVED
CITY CLERK'S OFFICE
2014 SEP 30 P 3:45
ATTEST
CITY CLERK

Re: A Resolution by the Bridgeport City Council Regarding the Connecticut State Library FY 2015 Targeted Grant for Historic Documents Preservation Program (Project # 15219) for referral to the ECDE committee

If you have any questions or require any additional information please contact me at 203-576-7732 or renu.gupta@bridgeportct.gov.

Thank you,

Renu Gupta



Central Grants Office
 City of Bridgeport
 999 Broad Street
 Bridgeport, CT 06604

Grant Information Sheet

Contact Information

Project Manager	Binne-Ray Clay	Phone	203-576-3975
Grant Writer	Renu Gupta	Phone	203-576-7732

Background Information

Grant Program (Full Title)	Historic Documents Preservation Grant-OPED		
Funding Entity	Connecticut State Library		
Program Start Date	July 1, 2014	Program End Date	June 30, 2015

Organization/Department	OPED		
Purpose / Scope of Grant/Project	<p>Purpose [Why?]: To improve preservation of historical documents and ease of access by the public.</p> <p>Scope/Description [What?]: City of Bridgeport Office of Planning & Economic Development (OPED) - would like to conduct a comprehensive needs assessment to create a framework for stronger record management and record preservation with a goal for easier access.</p> <p>They will work with an approved consultant to guide us in the identification of official records, conduct a records inventory, suggest record retention time, recommend a plan for active records management and use of software and strategies to reach the desired outcome.</p> <p>Location(s)/Address (es) [Where?]: N/A</p>		
Project / Service Carried Out By	<input checked="" type="checkbox"/> City of Bridgeport <input checked="" type="checkbox"/> External Organization(s):		
Project / Service / Council / District(s) - Approx	<input checked="" type="checkbox"/> N/A or No Specific Limits <input type="checkbox"/> 132th <input type="checkbox"/> 136th <input checked="" type="checkbox"/> Citywide <input type="checkbox"/> 133th <input type="checkbox"/> 137th <input type="checkbox"/> 130th <input type="checkbox"/> 134th <input type="checkbox"/> 138th <input type="checkbox"/> 131th <input type="checkbox"/> 135th <input type="checkbox"/> 139th		
Reasons for Project Location(s)			

Awarded Type	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Technical Assistance <input type="checkbox"/> Recognition Only		
Amount	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Requested: \$10,500 <input type="checkbox"/> Awarded: \$		
Match Amount	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> 0 <input type="checkbox"/> In-Kind: \$		
Match Source(s) (Account Line/Project/Staff/Entity)	<input checked="" type="checkbox"/> N/A		

A Resolution by the Bridgeport City Council

Regarding the

Connecticut State Library FY 2015 Targeted Grant for Historic Documents Preservation Program

(Project # 15219)

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

WHEREAS, this funding has been made possible through the Connecticut State Library's Historic Documents Preservation Program; and

WHEREAS, funds under this grant will be used by Office of Policy and Economic Development to conduct a comprehensive needs assessment and create a framework for stronger record management and record preservation with a goal for easier access; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Central Grants Office, submit an application to the Connecticut State Library in the amount of \$10,500; and

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the Connecticut State Library for the purpose of conducting a comprehensive assessment for document management ; and,
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut State Library for the Historic Documents Preservation Program 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
CENTRAL GRANTS OFFICE

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

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

**Comm. #171-13 Referred to ECD&E Committee on
On 10/06/2014**

September 26, 2014

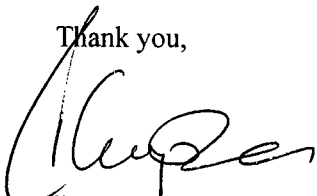
Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

RECEIVED
CITY CLERK'S OFFICE
2014 SEP 30 P 3:45
ATTEST
CITY CLERK

Re: Resolution by the Bridgeport City Council Regarding the State Department of Economic & Community Development-Office of the Arts for the Supporting Arts in Place Grant Program (Project # 14448) for referral to ECDE committee

If you have any questions or require any additional information please contact me at 203-576-7732 or renu.gupta@bridgeportct.gov.

Thank you,



Renu Gupta



Central Grants Office
 City of Bridgeport
 999 Broad Street
 Bridgeport, CT 06604

Grant Information Sheet

Contact Information

Project Manager	Erin McDonough	Phone	203-337-2335
Grant Writer	Renu Gupta	Phone	203-576-7732

Background Information

Grant Program (Full Title)	Supporting Arts in Place		
Funding Entity	State Department of Economic & Community Development-Office of the Arts		
Program Start Date	July 1, 2014	Program End Date	June 30, 2015

Overseeing Department	OPED		
Purpose/Scope of Grant Project	<p>Purpose [Why?]: The goal of this grant is to strengthen the State's nonprofit arts industry.</p> <p>Scope/Description [What?]: City of Bridgeport will organize art activities and support and promote the Bridgeport artists.</p> <p>Location(s)/Address (es) [Where?]: N/A</p>		
Project/Service Carried Out By	<input checked="" type="checkbox"/> City of Bridgeport <input type="checkbox"/> External Organization(s):		
Project/Service Council District(s) - Approx.	<input type="checkbox"/> N/A or No Specific Limits <input type="checkbox"/> 132th <input type="checkbox"/> 136th <input checked="" type="checkbox"/> Citywide <input type="checkbox"/> 133th <input type="checkbox"/> 137th <input type="checkbox"/> 130th <input type="checkbox"/> 134th <input type="checkbox"/> 138th <input type="checkbox"/> 131th <input type="checkbox"/> 135th <input type="checkbox"/> 139th		
Rationale for Project Location(s)			

Award Type	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Technical Assistance <input type="checkbox"/> Recognition Only		
Amount	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Requested: \$27,780.64 <input type="checkbox"/> Awarded: \$27,780.64		
Match Amount	<input type="checkbox"/> N/A <input type="checkbox"/> Cash- \$20,835.48 <input type="checkbox"/> In-Kind: \$6,945.16		
Match Sources (Account Line/Project/Staff/Entity)	<input checked="" type="checkbox"/> N/A		

A Resolution by the Bridgeport City Council

Regarding the

State Department of Economic & Community Development-Office of the Arts for the Supporting Arts in Place

Grant Program

(Project # 14448)

WHEREAS, the **State Department of Economic & Community Development-Office of the Arts** is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through the **State Department of Economic & Community Development-Office of the Arts' Supporting Arts in Place Grant program**; and

WHEREAS, funds under this grant will be used by the Mayor's office to promote art for all residents; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Central Grants Office, submit an application to **State Department of Economic & Community Development-Office of the Arts** in the amount of \$27,780.64; and

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **State Department of Economic & Community Development-Office of the Arts** for the purpose of promoting arts in Bridgeport ; 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 Economic & Community Development-Office of the Arts** 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
Labor Relations and Benefits Administration

Labor Relations Office
45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7843

Lawrence E. Osborne, Jr.
Director

Thomas C. McCarthy
Deputy Director

Janet M. Finch
Human Resources Manager

Richard D. Weiner
Benefits Manager

COMM. #173-13 Referred to Contracts Committee
on 10/06/2014

October 1, 2014

Honorable City Council Members
Office of the City Clerk
City of Bridgeport

RE: City Attorney's Union Local 1303-272, Council #4, AFSCME, AFL-CIO

Dear Honorable Members:

The City of Bridgeport and the City Attorney's Union, Local 1303-272 have reached an agreement concerning the terms and conditions of employment for their membership. Enclosed you will find a signed Tentative Agreement between the City and the Union.

We are requesting that the City Council refer the tentative agreement to the Contracts Committee for consideration.

Sincerely,

Thomas C. Austin
Senior Labor Relations Officer

TCA/mjh

pc: Mayor Bill Finch
Adam Wood, Chief of Staff
Andrew Nunn, Chief Administrative Officer
Lawrence E. Osborne, Director of Labor Relations
Thomas C. McCarthy, Deputy Director of Labor Relations
Thomas Sherwood, Director of OPM
File

RECEIVED
CITY CLERK'S OFFICE
2014 OCT -1 A 11:12
ATTEST
CITY CLERK

**TENTATIVE AGREEMENT
BRIDGEPORT CITY ATTORNEY'S UNION LOCAL 1303-272, COUNCIL #4
AFSCME, AFL-CIO**

Article 39.1 Duration

39.1- All provisions of this agreement shall be effective as of the first (1st) day of January, 2014 and shall remain in full force and effect until the thirtieth (30th) day of December 2017.

Article 15- Wages

January 1, 2014- 3% but the increase does not commence until the concession is met which is estimated to be sometime in October 2014.

Jan. 1, 2015- 2.5%

Jan. 1, 2016- 2.5%

Jan 1, 2017- 2%

Article 24- Sick Leave

The language stays the same except the limit for sick days goes from 200 to 215.

Article 19 Health Benefits

All members of the bargaining unit hired after December 31, 2014 will not be entitled to post retirement health benefits. It is understood that all employees hired prior to December 31, 2014 shall be entitled to post retirement health benefits. *

Article 19.14-Health Benefits:

"Effective July 1, 2016, the parties agree to reopen the contract to bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the specific benefit for which it is seeking to reopen the agreement and the date on which the City learned of this issue.

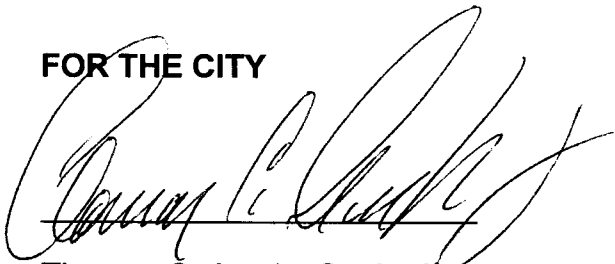
NEW -Article 40-City Attorney

Anyone holding the position of 'City Attorney' be it permanent or acting cannot and/or will not be a member of the Bridgeport City Attorney's Union. Local 1303-272, Council #4 AFSCME, AFL-CIO. Should the individual who assumes the position of City Attorney relinquish or be removed for reasons other than disciplinary from holding that position then in that event the employee may return to the position held prior to assuming the position of City Attorney and his/her membership within the Bridgeport City Attorney's Union. It is understood that if said individual returns to the bargaining unit the time spent as City Attorney will be counted towards his/her seniority as a member of the bargaining unit.

NEW LANGUAGE- ARTICLE -DIRECT DEPOSIT:

Effective upon approval of this TA all City Attorney's will have and maintain direct deposit for payroll purposes

FOR THE CITY



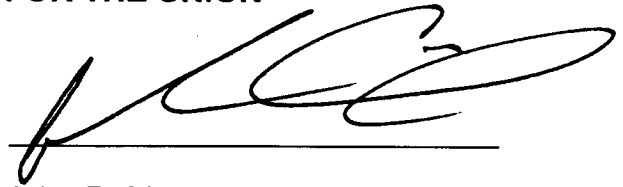
Thomas C. Austin, Senior Labor

Relations Officer

9-30-14

DATE

FOR THE UNION



John R. Mitola, President

9/30/14

DATE



BILL FINCH
Mayor

City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT OF CITY PLANNING
MARGARET E. MORTON GOVERNMENT CENTER

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

DAVID M. KOORIS
Director

COMM. #174-13 Referred to Contracts Committee on
10/6/2014

October 2, 2014

City Council
c/o City Clerk
999 Broad Street
Bridgeport, CT 06604

RE: Professional Services Agreement
Upper East Side NRZ Visioning Consultant

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 OCT -2 P 1:52

Honorable City Council Members:

As you know, there are several NRZ's throughout Bridgeport. OPED is in the process of establishing a new NRZ in the Upper East Side (north of Boston Avenue) and will be utilizing the services of a consultant to conduct visioning exercises in the community. The Planning Department will write the NRZ plan itself based upon the vision generated with the consultant.

You may recall that in the past a consultant was hired to conduct visioning exercises and write the plan. Due to an increase in capacity within the Planning Department we will be writing all NRZ plans in-house, and will utilize consultants for those exercises, such as this, which are more specialized and technical. This strategy is expected to better manage staff and consultant time, as well as save money.

The attached contract and scope of services are being referred for your approval. It is requested that the Mayor and David Kooris both have the ability to execute this agreement.

I look forward to discussing this further with you at the Contracts Committee meeting.

Sincerely,

Lynn M. Haig
Senior Planner

CONTRACT APPROVAL FORM

For

PSA


This will certify that funds are available for services outlined in this contract.

9/30/14
Date

For: Department of Finance

Title: _____

9/30/14
Date



For: Office of the City Attorney

Greg Conte

Oct. 2, 2014
Date

W. T. / PA.
Dept. of Housing + Community Devlop.
Acting Deputy Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ___ day of October, 2014 (the "Agreement") is hereby entered into between **Collaborative Planning Studio** with offices at 45 Cooper Lane, Larchmont, NY 10538 (the "**Consultant**") and the **City of Bridgeport**, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS the City requires the services of the Consultant for the purpose of Upper East Side Visioning and

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

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

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Consultant to perform Visioning Exercises for the Upper East Side (the "**Services**"). Such Services will focus primarily on interacting with the community and determining their views and visions for the neighborhood. The Consultant's activities shall consist of those services outlined in the attached Scope of Services.

2. Term of Engagement. This Agreement shall commence within five (5) business days of the date last below written and shall continue in full force and effect until the Services are completed according to this Agreement, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City.

3. Record of Activities. The Consultant shall maintain contemporaneous daily time records of hours and tasks performed in sufficient detail requested by the City, which records shall be submitted to the City bi-weekly during the Term, or unless otherwise directed by the City. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

4. Payment.

(a) Source of Funds. The Consultant's activities under this Agreement will be funded from Community Development Block Grant Funds. The parties understand that the Consultant will provide its Services on the following basis: time and expense, up to a maximum not-to-exceed amount of \$20,000.00.

(b) Payment. The Consultant will submit its invoices with all backup documentation, including hours (to the quarter hour), activities conducted, reimbursable expenses with receipts, and the like, to the City on a monthly basis for the prior month's Services rendered and any reimbursable expenses incurred, which invoices the City shall pay within 30 days of receipt of a complete invoice.

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

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

7. Confidential Information.

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

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

8. Noncircumvention. [INTENTIONALLY OMITTED]

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

10. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available to a purchaser of goods under the Uniform Commercial Code.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

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

If to the City:

Director, Office of Policy and Management
City of Bridgeport
City Hall Annex
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

with a copy to:

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

If to the Consultant:

Melissa Kaplan-Macey
Principal
Collaborative Planning Studios

45 Cooper Lane
Larchmont, NY 10538

At the address specified above.

13. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").

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

14. Resolution of Disputes and Choice of Law.

The parties agree that all disputes between them arising under this agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, are subject to the following dispute resolution procedure:

(a) **Initiation of Dispute Resolution Process.** In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this agreement, that a dispute continues to exist. The party giving such notice shall also forward a copy to the Director, David Kooris ("**Director**"), In care of the Office of Planning & Economic Development, 999 Broad Street, Bridgeport,

Connecticut 06604. The notice shall set forth the nature of the dispute, the notifying party's position statement, and copies of documents supporting its position regarding the dispute. Within seven (7) calendar days after the date such notice is given, the other party shall file its position statement and supporting documents to the Director. Within five (5) working days after receipt of such reply, the Director shall review the matter, issue a written determination ("**Determination**"), and mail a copy thereof to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion.

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

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

(d)

Arbitration Process. Arbitration shall be held before a 3-member panel of arbitrators, unless the parties mutually agree to a single arbitrator, all of whom shall be residents of, or permanently employed in, the State of Connecticut. All arbitrators must have a minimum of ten (10) years' current experience in their profession or occupation, a minimum of ten (10) years' of relevant demonstrated experience, and a level of dispute resolution training commensurate with the nature and value of the dispute. The dispute resolution organization shall submit one or more lists containing a minimum of fifteen (15) potential panelists who are duly-qualified. If the parties cannot agree to a panel after three (3) lists have been provided, the selection of arbitrators shall be submitted to the chief administrative judge of the State Superior Court located in Bridgeport, Connecticut for resolution. The arbitration shall be held in the City of Bridgeport and any award rendered shall be final and binding upon the parties and enforceable in a court of competent jurisdiction. Upon the request of either party, the dispute may be determined by any expedited procedure of the AAA then in effect or expedited procedure of another alternate dispute resolution entity then in effect, if the nature and amount of such dispute warrants resolution by an expedited procedure under the AAA's or such entity's rules. The parties shall be entitled to full and fair discovery of documents and information necessary for the defense or prosecution of their respective claims, provided that such discovery is not unduly burdensome, unduly costly, prejudicial or violative of a party's right to withhold confidential information such as attorney/client privileged communications and work product. In the conduct of the proceedings, the parties may vary the selected rules of administration by mutual agreement, but will give due consideration of the panel's suggestions of varying the procedure in the interests of expedited resolution of the dispute. The parties shall specify the manner and breakdown of the panel's award. The panel shall have authority, in its sole discretion, to award reasonable attorneys' fees and costs to the prevailing party. If the award does not contain an award of attorneys' fees and/or costs, each party shall bear the cost of its respective counsel, and one-half of the administrative costs of such arbitration, including but not limited to the arbitrators' fees and expenses (except filing fees for demands and counterclaims, which shall be borne by the party initiating such demand or counterclaim). THIS AGREEMENT SHALL BE DEEMED TO MODIFY THE ARBITRATION RULES OF THE ORGANIZATION SELECTED BY THE CITY, WHOSE RULES SHALL BE DEEMED SUBORDINATE TO THIS AGREEMENT, AND THE ARBITRATION OF THE DISPUTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CONNECTICUT. ANY AWARD THAT IS

NOT RENDERED IN COMPLIANCE WITH PREVAILING CONNECTICUT LAW AT THE TIME THE AWARD IS RENDERED SHALL BE DEEMED VIOLATIVE OF PUBLIC POLICY AND MAY BE APPEALED TO A COURT OF COMPETENT JURISDICTION OVER THE PARTIES AS AN INDEPENDENT GROUND FOR APPEAL.

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

15. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

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

17. Indemnification; Insurance.

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

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

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

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

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

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

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

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

Additional insured—The Consultant and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial ratings acceptable to the City. Such certificates shall designate the City in the following form and manner:

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

18. Nondiscrimination. The Consultant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide

the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

19. Communications. All communications shall be made orally or in writing to Lynn Haig, Senior Planner, or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

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

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

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

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a

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

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

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

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

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

(i) **Precedence of Documents.** In the event there is any conflict between this agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

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

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

CITY OF BRIDGEPORT

By: _____
Name:
Title:

CONSULTANT

By: _____
Name: Melissa Kaplan-Macey
Title: Principal
duly-authorized

APPENDIX A SCOPE OF WORK

Task 1: Data Analysis and Field Survey

The purpose of this task is to analyze existing data that has been collected by the City of Bridgeport and to supplement that data with a field survey that identifies and maps physical and social community assets and needs. This task will begin with an examination of Census data and existing planning studies in order to understand socioeconomic conditions and trends over the past decade as well as any previously identified community goals, strengths and challenges.

The field survey will include visual analysis and photo documentation of land uses, buildings, open space, community facilities and public transportation. It will also include an inventory of programs and services available to neighborhood residents. The outcome of the survey will be a large-scale table map produced using ESRI ARC GIS and Adobe Illustrator, which will be used to begin the visioning process with the Upper East Side NRZ at Community Workshop #1, as described in Task 3 below.

Work Product:

Field Survey

Task 2: Stakeholder Interviews

In this task we will meet with key neighborhood stakeholders identified by the City. These stakeholders will likely include community leaders, school principals, Police Community Services officers, neighborhood service providers and other City departments/agencies with an active interest in the neighborhood. We suggest that City staff participate in these meetings with us and that they be scheduled back-to-back over the course of one or two days in order to maximize project and budget efficiency. The purpose of these meetings will be to gain a diverse perspective and understanding of neighborhood assets and challenges and to begin to identify themes that will inform principles for a community vision.

Task 3: Community Workshop #1

In this task we will conduct the first visioning workshop with the Upper East Side NRZ. The purpose of this first workshop will be to introduce the project to the community and to discuss neighborhood strengths and challenges as a basis for a vision for the NRZ. Critical to the success of this workshop will be outreach to community stakeholders including residents, business owners, schools and community service providers. In order to support the City in its outreach efforts we will create workshop mailers and posters that can be sent directly to neighborhood residents and posted in visible locations throughout the community including schools, churches and stores.

In order to encourage attendance of as many stakeholders as possible and allow enough time to effectively begin visioning with the community, we recommend that the workshop be a half-day event

held on a Saturday. Similar to the Saturday workshop that was held with the Reservoir Avenue NRZ, we suggest including a children's workshop that would be held in tandem with the adult visioning session.

We propose to begin the workshop with a presentation (utilizing Prezi software) that sets a positive tone for the day and frames the conversation around a Neighborhood Revitalization Zone vision. We suggest that the presentation begin with an overview of what a Neighborhood Revitalization Zone is (and is not), what stakeholders can expect from the process, and how an NRZ vision (and ultimately an NRZ plan) fits into the City's overall planning framework. We will then present an overview of neighborhood assets and challenges illustrated with information gathered through the field survey and stakeholder interviews. Following the presentation we will conduct two work sessions where participants will break into small groups to discuss identified issues and then report their thoughts back to the larger group.

The first session will focus on quality of life issues and will likely include topics such as community safety, anti-blight, programs and community services; the second session will focus on physical infrastructure, beautification and urban design. In this session we will begin to identify key focus areas for design solutions. The specific content of these sessions will be determined in collaboration with City staff based upon outcomes of the field survey and stakeholder interviews conducted in Tasks 1 and 2. Following the second session, the children will rejoin the main workshop and present their community vision to the adult audience.

Work Products:

- Workshop poster
- Workshop mailer

Task 4: Draft Community Vision & Conceptual Design Sketches

Based on input obtained through the stakeholder interviews and from the community workshop, our team will develop a draft community vision and accompanying mapping and conceptual design sketches. The draft vision that is developed in this task will outline key principles to address challenges identified by the community and provide a framework for determining projects that can be undertaken by the NRZ to revitalize the neighborhood. The draft vision will be illustrated with maps and three computer-generated, photorealistic renderings and/or conceptual diagrams reflecting key vision principles. These visuals will illustrate building massing/density and streetscape design as well as infrastructure improvements designed to enhance environmental sustainability and improve neighborhood resiliency. Renderings will utilize a bird's eye or street level view depending upon the method that best communicates vision principles and goals.

In this task we will also assess the feasibility of projects depicted in the design sketches based upon existing regulatory requirements. This will include an analysis of the type and scale of development currently allowed on identified sites and identification of zoning and/or other regulatory changes that may be necessary in order to realize the vision depicted in the sketches. The feasibility of any suggested

changes will be discussed with the City and will be factored into the draft community vision and design sketches that will be presented at the second community workshop, described in Task 5 below.

As we are working to develop the vision and conceptual designs, we will meet with the NRZ Committee to discuss a preliminary vision, present preliminary sketches and obtain feedback. Based on feedback from the NRZ Committee we will then create a more formal draft vision and conceptual design sketches, which will be submitted to City staff for review and comment. We will meet with staff to present the draft vision and design sketches and obtain their feedback. We will then modify the draft vision and sketches prior to presenting these ideas to the community at the second community workshop.

Work Products:

10 color copies of the draft vision document to the NRZ Committee

Electronic copy of the draft vision document to City staff

Task 5: Community Workshop #2

In this task we will conduct a second visioning workshop, where we will present the draft vision and design ideas to the community and obtain their feedback. We suggest that this workshop, which could be held on a weekday evening, begin with a formal presentation followed by facilitated small group discussions. The presentation, which will utilize Prezi software, will provide an overview of community input received at the first workshop and will explain the draft community vision and design sketches developed in Task 4 above. In the group discussions following the presentation, participants will have an opportunity to discuss, comment on and propose modifications to the draft community vision and design sketches. These discussions will be facilitated by our team who will assist participants in refining the community vision and marking up draft maps and sketches. Each small group will then present their thoughts on the draft vision and sketches back to the larger group.

Task 6: Final Community Vision & Design Renderings

Following the second community workshop our team will finalize the community vision and develop final draft renderings, maps and conceptual sketches to illustrate key issues and address major planning opportunities for the neighborhood. We will then submit a final draft vision document to City staff for review and comment. Following this submission, we will present the final draft vision to City staff and obtain their feedback. We will then make any necessary modifications to the document and present it to the NRZ Committee for their review and comment. Following this final meeting with the NRZ we will make any necessary changes and submit a final vision document to the City.

Work Products:

Electronic copy of the final draft vision document to City staff

10 color copies of the final vision document to the NRZ Committee

Electronic copy of the final vision to City staff

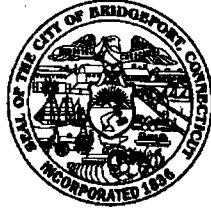
CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

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



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

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

COMM. #175-13 Referred to Contracts Committee
on 10/6/2014
October 3, 2014

Fleeta Hudson, City Clerk
45 Lyon Terrace
Bridgeport, Connecticut 06604

RE: Request To Add Item to Agenda For Meeting of
City Council Agenda to be Held October 6, 2014
Subject: Professional Services Agreement with Mandate
Media, Inc. For Web-Based and Digital Marketing Services


Dear Fleeta:

Please add this item to the Agenda for the City Council Meeting to be held
on Monday, October 6, 2014 for referral to the Contracts Committee.

This matter involves consideration of a Professional Services Agreement
with Mandate Media, Inc. for the creation of a City of Bridgeport website, media
workshops, website tools, technology and support, strategy and creating and
placing digital advertisements to market the City of Bridgeport

Respectfully submitted,

OFFICE OF THE CITY ATTORNEY

By: 
Ronald J. Pacacha, Associate
City Attorney

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2014 OCT - 11 P 4:26
ATTEST
CITY CLERK

Encl.

PROFESSIONAL SERVICES AGREEMENT
(Website Design and Digital Marketing)

THIS AGREEMENT between the parties dated the ___ day of _____, 2014 (the "Agreement") is hereby entered into between **Mandate Media, Inc.**, with offices at 1801 NE Multnomah St., Portland, Oregon 97232 (the "**Consultant**") and the **City of Bridgeport**, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS the City requires the services of the Consultant for the purpose of providing consulting and technical services in the creation of an economic development website that can be regularly updated and implementation of digital and web-based marketing for the City; and

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

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

1. General Undertaking. The parties are entering into this Agreement for the purpose of engaging the Consultant to create a website for economic development that includes a digital and web-based marketing campaign as more particularly set forth and described in Schedule A attached hereto and made a part hereof (the "**Services**"). Such Services will focus primarily on the proposal submitted by the Consultant dated July 20, 2014, which is incorporated herein by reference as if fully set forth herein ("**Proposal**").

2. Term of Engagement. This Agreement shall commence immediately upon execution by both parties and shall continue in full force and effect until the earlier of i) the completion of Services according to this Agreement, ii) the earlier termination of this Agreement as provided herein, or iii) September 30, 2015 ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City. The City may extend the term of this contract for up to six (6) months.

3. Record of Activities. The Consultant shall maintain records of the tasks performed in sufficient detail requested by the City, which records shall be submitted to the City monthly during the Term, or unless otherwise directed by the City. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement. All deadlines and target dates are TIME IS OF THE ESSENCE.

RECEIVED
CITY CLERK'S OFFICE
SEP 11 9 49 AM '14
CITY OF BRIDGEPORT
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4. Compensation; Payment.

(a) The City agrees to compensate the Consultant, as follows:

Website, 50% due with contract	\$7,500.00
Website, 50% due upfront upon launch	\$7,500.00
Social Media Workshop (including travel expenses)	\$4,000.00
Website tools, technology, and unlimited support	\$1,000.00
Strategy and Creativity	\$1,500.00/mo
Ad Buying, Optimization & Reporting	\$1,400.00/mo
Digital Ad expenses	\$7,000.00/mo

This budget covers initial consultations, graphic and web design of site templates, setup of Consultant's proprietary content management system, training, follow-up technical and communications consulting, website and email hosting. The scope of work will be integrated with the City's non-digital marketing efforts. The parties agree that the work of this Agreement is a complete, unified project and that individual project tasks may not be canceled without changing the entire Agreement. It also includes all incidental expenses including postage, telephone, photocopies, mileage, etc. The budget does not include airfare and hotel expenses for interstate travel as requested by the City (except the social media workshop described above is inclusive of related travel expenses). The budget shall not exceed the sum of One Hundred Fifty Thousand (\$150,000.00) Dollars.

(b) The Consultant will submit its invoices with all backup documentation, activities conducted, reimbursable expenses with receipts, and the like, to the City on a monthly basis for the prior month's Services rendered on a monthly basis and any reimbursable expenses incurred, which invoices the City shall pay within 45 days of receipt of a complete invoice. Consultant will similarly invoice the City for all milestone fees with confirmation that milestone has been received, which the City shall pay within 45 days of a complete invoice.

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

6. Proprietary Rights. The City owns all images, text, data, and the like provided by it to the Consultant. The City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its

work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any proprietary interactive services, computer programs, and the like which are owned, created or furnished by Consultant and copyrighted, and Consultant provides these services to the City for the duration of this Agreement.

7. Confidential Information.

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

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. The parties will obtain each other's express, written permission prior to any disclosure of anything that may reasonably be believed to be Confidential Information. Notwithstanding the foregoing, should the City obtain a FOIA request and withholds the information upon Consultant's request, Consultant will bear the burden of proof and bear the cost of any and all proceedings challenging said information's exempt status. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Proprietary Rights or Confidential Information rights would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive

relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.

9. Representations and Warranties.

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

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

(b) The Consultant represents that it can commence the Services immediately upon dual execution of this Agreement and will complete the Services in a timely manner on a schedule to be approved by the City.

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

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant and will conform in all respects to the terms and conditions set forth in this Agreement.

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

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

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

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

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

(j) The Consultant represents and warrants that in the performance of its will not discriminate and acknowledges those obligations as set forth in the City's Municipal Code of Ordinances.

(k) The Consultant represents and warrants that it will make a good faith effort to offer accessible web hosting at all times. City acknowledges that there are times when certain services will be unavailable for reasons such as maintenance, repair, upgrade, etc. Consultant will use all reasonable efforts to limit those down times in duration and to lesser active times. City further acknowledges that these are circumstances which may be beyond the control of Consultant, and the temporary loss of such services will not amount to a reduction in the fees charged for web hosting. Any interruption of service, which prohibits browsing of the website for a period of three (3) consecutive days or more, will result in a pro-rata rebate to the City, which will be the sole and exclusive remedy to the City, absent termination. Consultant does not warrant that access to the website will be uninterrupted or error free. The exclusive remedy shall be, at the Consultant's option, (a) partial refund of fees paid, or (b) at its sole cost, to repair or replacement of the portion of the website that does not operate properly.

10. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available to it by law or equity.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7

("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

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

If to the City:

Office of the Mayor
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

with a copy to:

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

If to the Consultant:

At the address specified above.

12. Termination For Default; Termination For Convenience.

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

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

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

13. Resolution of Disputes and Choice of Law.

The parties agree that all disputes between them arising under this agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, are subject to the following dispute resolution procedure:

- (a) **Initiation of Dispute Resolution Process.** In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this agreement, that a dispute continues to exist. The party giving such notice shall also forward a copy to the Chief Administrative Officer ("**Director**"), In care of 999 Broad Street, Bridgeport, Connecticut 06604. The notice shall set forth the nature of the dispute, the notifying party's position statement, and copies of documents supporting its position regarding the dispute. Within seven (7) calendar days after the date such notice is given, the other party shall file its position statement and supporting documents to the Director. Within five (5) working days after receipt of such reply, the Director shall review the matter, issue a written determination ("**Determination**"), and mail a copy thereof to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion.
- (b) **Litigation.** If either party is dissatisfied with the Determination, the dispute shall be resolved in a court located in Fairfield County, Connecticut having jurisdiction over the parties

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

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

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

16. Indemnification; Insurance.

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

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

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

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

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

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

Cancellation notice—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage **by policy endorsement** to be given to the City at: Office of Planning and Economic Development, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance & Endorsement—All policies will be evidenced by an original certificate of insurance **and an endorsement** delivered to the City and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate and endorsement required to be delivered to the City prior to any work or other activity commencing under this agreement.

Additional insured—The Consultant and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary

and excess insurance coverages **as additional insured parties by policy endorsement and** as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance and policy endorsement. The City shall be designated in the following form and manner:

“The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns
ATIMA
Attention: Office of Planning and Economic Development
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, Connecticut 06604”

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

18. Communications. All communications shall be made orally or in writing to Brett Broesder, Brett.Broesder@bridgeportct.gov, or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

19. Miscellaneous.

(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. City and Consultant agree that the Services provided for in this Agreement provide for a complete and unified project and that individual project tasks may not be changed without changing the entire Agreement. However, Consultant may provide additional, optional services at the City's request.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

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

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

The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

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

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

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

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

(i) Precedence of Documents. In the event there is any conflict between this agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

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

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

CITY OF BRIDGEPORT

By: _____
Bill Finch
Mayor
duly-authorized

CONSULTANT

By: _____

Name:
Title:
duly-authorized

SCHEDULE A SCOPE OF WORK

Consultant will design, build, and develop a website for the purpose of supporting the communication goals of the City of Bridgeport. Consultant will host the website on a server such that it may be accessed through the internet, including the provision of equipment, facilities, hardware and software to facilitate such access.

In addition to high-level strategic consultation, Consultant will develop and produce a digital advertising strategy, including all graphic design, copywriting, ad placement, media buying and bidding, optimization, and reporting.

Consultant will develop and provide a one-day workshop on social media strategies for employees of the City of Bridgeport, to be held in Bridgeport at a mutually agreed-upon time and date.

Consultant's president, Kari Chisholm, will be the strategic lead on the project. In addition, Achim Bergmann, of Bergmann Zwerdling Direct, will provide strategic assistance. These critical players shall not be replaced absent the written approval of the City of Bridgeport, which will not be unreasonably withheld.

Work not specified in this Agreement is considered additional work and must be authorized in writing.

The above will include initial consultations, graphic and web design of site templates, setup of Consultant's proprietary content management system, training, follow-up technical and communications consulting, website and email hosting.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

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



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

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

COMM. #176-13 Referred to Contracts Committee
on 10/6/2014
October 3, 2014

Fleeta Hudson, City Clerk
45 Lyon Terrace
Bridgeport, Connecticut 06604

RE: Request To Add Item to Agenda For Meeting of
City Council Agenda to be Held October 6, 2014
Subject: Professional Services Agreement with Gum Spirits
Productions For Radio and Cable-Based Marketing Services

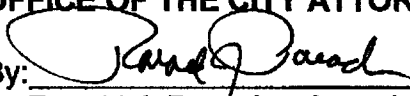
Dear Fleeta:

Please add this item to the Agenda for the City Council Meeting to be held
on Monday, October 6, 2014 for referral to the Contracts Committee.

This matter involves consideration of a Professional Services Agreement
with Gum Spirits Productions for the creation of a Rediscover Bridgeport media
campaign on radio and cable television to highlight the successes of
Bridgeporters and City businesses including radio and television ads.

Respectfully submitted,

OFFICE OF THE CITY ATTORNEY

By: 

Ronald J. Pacacha, Associate
City Attorney

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Encl.

PROFESSIONAL SERVICES AGREEMENT
(Radio and Cable-Based Marketing)

THIS AGREEMENT between the parties dated the ____ day of _____, 2014 (the "Agreement") is hereby entered into between **Gum Spirits Productions, Inc.**, with offices at 400 Commercial St, Suite 201, Portland, ME 04102 (the "**Consultant**") and the **City of Bridgeport**, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS the City requires the services of the Consultant for the purpose of providing consulting and technical services in the creation of "Rediscover Bridgeport" theme that can highlight the successes of Bridgeporters and Bridgeport businesses to demonstrate the City's revitalization efforts; and

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

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

1. General Undertaking. The parties are entering into this Agreement for the purpose of engaging the Consultant to develop a positive narrative that highlights the successes of Bridgeporters and Bridgeport-based businesses to emphasize the reality that the City is in a period of revitalization by developing a campaign to be called "Rediscovery Bridgeport," as more particularly set forth and described in Schedule A attached hereto and made a part hereof (the "**Services**") and the Consultant's proposal dated July 19, 2014, which is incorporated herein by reference as if fully set forth herein ("**Proposal**"). The scope of work will include radio and cable television ads to be determined based upon the approved budget.

2. Term of Engagement. This Agreement shall commence immediately upon execution by both parties and shall continue in full force and effect until the earlier of i) the completion of Services according to this Agreement, ii) the earlier termination of this Agreement as provided herein, or iii) September 30, 2015 ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City. The City may extend the term of this contract for up to six (6) months.

3. Record of Activities. The Consultant shall maintain records of the tasks performed in sufficient detail requested by the City, which records shall be submitted to the City monthly during the Term, or unless otherwise directed by

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OCT 16 2014
ATTEST
CITY CLERK

the City. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement. All deadlines and target dates are TIME IS OF THE ESSENCE.

4. Compensation; Payment.

(a) The City agrees to compensate the Consultant, as follows:

Production Budget

Radio Production, per ad	\$2,500.00
Television Production, per ad	\$11,000.00
Travel (billed at cost) estimated	\$2,750.00
TV Management Fee, per ad	\$1,000.00
Radio Management Fee, per ad	\$500.00

This budget covers initial consultations, development of creative concept highlighting real stories of real people involving economic development, job creation, examples of quality of life, green energy initiatives, new park space, cultural activity, Bridgeport's history, and the like. The scope of work will be integrated with the City's other marketing efforts. The budget shall not exceed the sum of One Hundred Five Thousand (\$105,000.00) Dollars.

(b) The Consultant will submit its invoices with all backup documentation, activities conducted, reimbursable expenses with receipts, and the like, to the City on a monthly basis for the prior month's Services rendered on a monthly basis and any reimbursable expenses incurred, which invoices the City shall pay within 45 days of receipt of a complete invoice. Consultant will similarly invoice the City for all milestone fees with confirmation that milestone has been received, which the City shall pay within 45 days of a complete invoice.

5. Acceptability of Information and Reports Supplied by the Consultant.

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

6. Proprietary Rights.

The City owns all images, text, data, and the like provided by it to the Consultant. The City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any

documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any proprietary and creative services, computer programs, and the like which are owned, created or furnished by Consultant and copyrighted, and Consultant provides these services to the City for the duration of this Agreement.

7. Confidential Information.

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

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. The parties will obtain each other's express, written permission prior to any disclosure of anything that may reasonably be believed to be Confidential Information. Notwithstanding the foregoing, should the City obtain a FOIA request and withholds the information upon Consultant's request, Consultant will bear the burden of proof and bear the cost of any and all proceedings challenging said information's exempt status. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

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

9. Representations and Warranties.

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

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

(b) The Consultant represents that it can commence the Services immediately upon dual execution of this Agreement and will complete the Services in a timely manner on a schedule to be approved by the City.

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

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant and will conform in all respects to the terms and conditions set forth in this Agreement.

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

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

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

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

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright,

trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

(j) The Consultant represents and warrants that in the performance of its will not discriminate and acknowledges those obligations as set forth in the City's Municipal Code of Ordinances.

(k) The Consultant represents and warrants that it will make a good faith effort to offer accessible web hosting at all times. City acknowledges that there are times when certain services will be unavailable for reasons such as maintenance, repair, upgrade, etc. Consultant will use all reasonable efforts to limit those down times in duration and to lesser active times. City further acknowledges that these are circumstances which may be beyond the control of Consultant, and the temporary loss of such services will not amount to a reduction in the fees charged for web hosting. Any interruption of service, which prohibits browsing of the website for a period of three (3) consecutive days or more, will result in a pro-rata rebate to the City, which will be the sole and exclusive remedy to the City, absent termination. Consultant does not warrant that access to the website will be uninterrupted or error free. The exclusive remedy shall be, at the Consultant's option, (a) partial refund of fees paid, or (b) at its sole cost, to repair or replacement of the portion of the website that does not operate properly.

10. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available to it by law or equity.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS

AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

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

If to the City:

Office of the Mayor
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

with a copy to:

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

If to the Consultant:

At the address specified above.

12. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within thirty (30) calendar days of the receipt of notice of default. If such default cannot be cured or corrected within such 30-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within

thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").

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The parties agree that all disputes between them arising under this agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, are subject to the following dispute resolution procedure:

- (a) Initiation of Dispute Resolution Process. In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this agreement, that a dispute continues to exist. The party giving such notice shall also forward a copy to the Chief Administrative Officer ("**Director**"), In care of 999 Broad Street, Bridgeport, Connecticut 06604. The notice shall set forth the nature of the dispute, the notifying party's position statement, and copies of documents supporting its position regarding the dispute. Within seven (7) calendar days after the date such notice is given, the other party shall file its position statement and supporting documents to the Director. Within five (5) working days after receipt of such reply, the Director shall review the matter, issue a written determination ("**Determination**"), and mail a copy thereof to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion.
- (b) Litigation. If either party is dissatisfied with the Determination, the dispute shall be resolved in a court located in Fairfield County, Connecticut having jurisdiction over the parties

14. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE

DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

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

16. Indemnification; Insurance.

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

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

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability,

completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

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

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

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

Cancellation notice—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage **by policy endorsement** to be given to the City at: Office of Planning and Economic Development, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance & Endorsement—All policies will be evidenced by an original certificate of insurance **and an endorsement** delivered to the City and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate and endorsement required to be delivered to the City prior to any work or other activity commencing under this agreement.

Additional insured—The Consultant and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages **as additional insured parties by policy endorsement and** as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than

once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance and policy endorsement. The City shall be designated in the following form and manner:

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

Attention: Office of Planning and Economic Development
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, Connecticut 06604”

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

18. Communications. All communications shall be made orally or in writing to Brett Broesder, Brett.Broesder@bridgeportct.gov, or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

19. Miscellaneous.

(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. City and Consultant agree that the Services provided for in this Agreement provide for a complete and unified project and that individual project tasks may not be changed without changing the entire Agreement. However, Consultant may provide additional, optional services at the City's request.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

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

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

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

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

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

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

(i) Precedence of Documents. In the event there is any conflict between this agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

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

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

CITY OF BRIDGEPORT

By: _____
Bill Finch
Mayor
duly-authorized

CONSULTANT

By: _____
Name:
Title:
duly-authorized

SCHEDULE A
SCOPE OF WORK

The Consultant will develop 4 – 5 radio ads depending on the budget with themes acceptable to the City.

The Consultant will develop 5 – 6 cable television ads depending on the budget.

The production values of the ads will be high, with unlimited rights to edit.

The best takes and b-roll, and often music, will be presented for review and feedback to reach the final edited piece.

The final versions will be generated in any format that the City requires, from online to DVD to broadcast, and will be delivered to the City or to the stations directly.

RESOLUTION

By Councilmember(s): Jack O. Banta

Denese Taylor-Moye

District: 131st

Introduced at a meeting
Of the City Council, held:

October 6, 2014

Referred to:

Board of Police Commissioners

Attest:

City Clerk

Referrals Made:

WHEREAS, maintaining the safety and well being of Bridgeport residents is a priority of the City Council; and

WHEREAS, our streets and roads are travelled by motor vehicle, bicyclist, motorcyclist and pedestrians alike; and

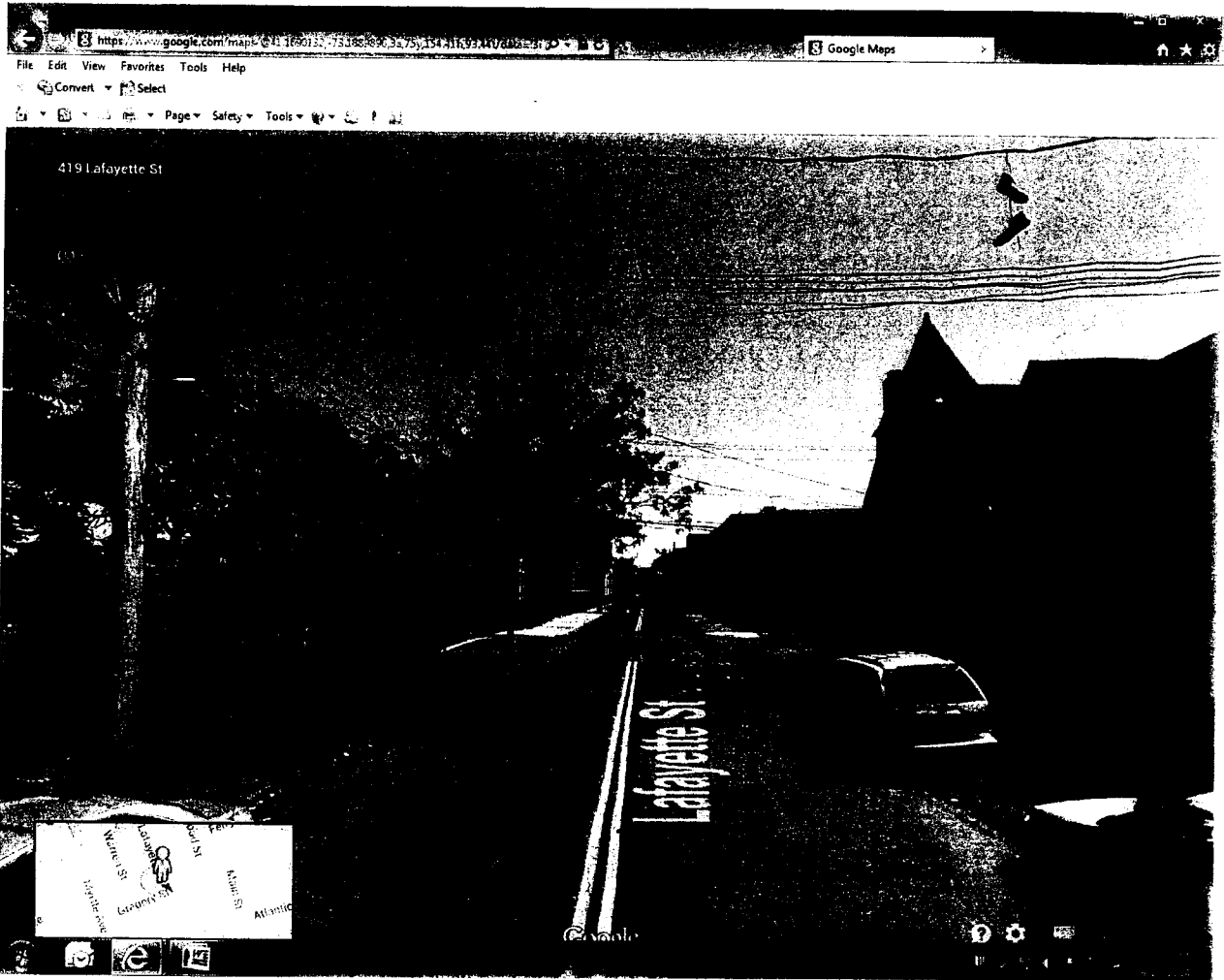
WHEREAS, Lafayette Street at its intersection with Gregory Street is residential, has an active church, and is home to many older adults and families with children; and

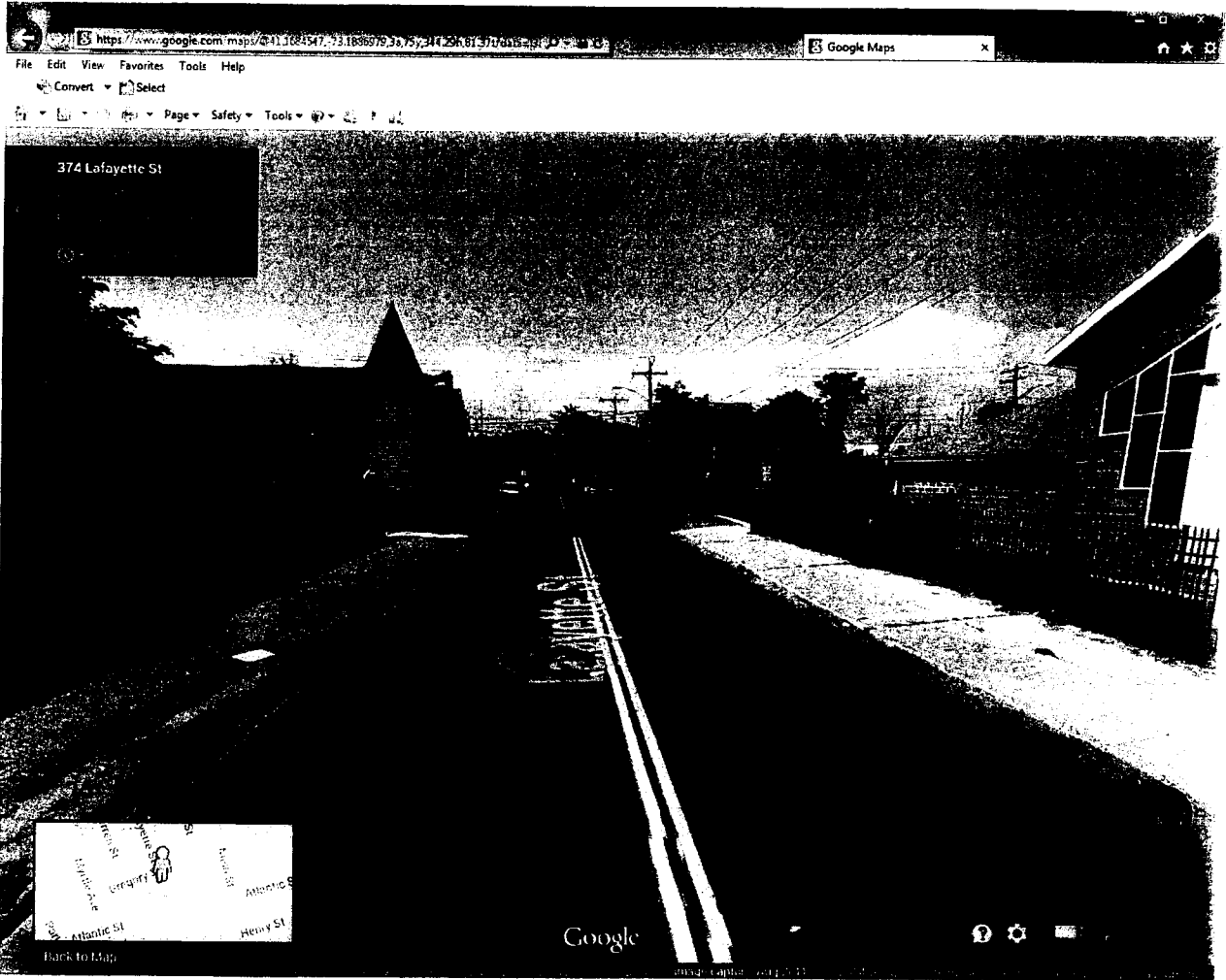
WHEREAS, motor vehicles traveling on Lafayette Street through the Gregory Street intersection often do not slow down and this increases the risk of a serious accident; and

NOW, THEREFORE, BE IT RESOLVED, that the Council requests the Board of Police Commissioners designate the Lafayette Street and Gregory Street intersection as being an "All Way Stop" with appropriate signage and markings.

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 SEP 23 P 1:58





RESOLUTION

By Councilmember(s): Enrique Torres

District: 130th

Introduced at a meeting
Of the City Council, held:

October 6, 2014

Referred to:

Committee on Economic and Community
Development and Environment

Attest: _____

City Clerk

RECEIVED
CITY CLERK'S OFFICE
2014 OCT -1 P 2:22
ATTEST _____
CITY CLERK

WHEREAS, the city of Bridgeport's ability to provide for economic development is hindered by high taxation; and

WHEREAS, other adverse societal factors such as unemployment and a high crime rate are also a result of high taxation; and

WHEREAS, the use of tax abatements for residential developments aggravates and increases the imbalances of the costs of providing city services to the city's existing residents; and

WHEREAS, most private development entities requesting abatements and who file their taxes with the IRS can deduct their local taxes from their Federal Taxes; and

WHEREAS, the city of Bridgeport has close to 50% of its properties off the tax rolls due to their status as government, not-for profits and or abatement properties; and

WHEREAS, since for the past forty years Bridgeport has been more than borne its fair share in its generosity towards the not-for-profit community which not only serves the city, but the surrounding communities; and

WHEREAS, the city is under no obligation to grant any further abatements or tax-free status to any future developers or groups; and

NOW, THEREFORE, BE IT RESOLVED, that from this date forward the city of Bridgeport establishes a moratorium on any further tax abatements and expansion or proliferation of any not-for-profit organizations.

Referrals Made:

172-13

RESOLUTION

By Councilmember: Patricia Swain

District: 132nd

Introduced at a meeting of the City Council, held:

Oct 6th 2014

Referred to: Board of Police Commissioners

WHEREAS Traffic and parking laws are written and enacted to help insure public safety on the streets of Bridgeport; and

WHEREAS street signs are a key factor in informing the public of the traffic and parking laws in all municipalities; and

WHEREAS Bridgeport code of Ordinances, Chapter seven, Article 361.03 PROHIBITED STOPPING, STANDING OR PARKING PLACES.

(a) No person shall stop, stand or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic control device, in any of the following places:

(17) At any place on any street or highway where the safety and convenience of the traveling public is thereby endangered.

WHEREAS Connecticut General Statutes 14-251-Parking vehicles states that "no vehicle shall be permitted to remain parked within twenty-five feet of an intersection"; and

WHEREAS Connecticut General Statutes 14-251-Parking vehicles states "The Commissioner of Transportation may post signs upon any highway at any place where the keeping of a vehicle stationary is dangerous to traffic, and the keeping of any vehicle stationary contrary to the directions of such signs shall be a violation of this section.; and

WHEREAS there is not currently a sign on Capitol Avenue advising people to not park within 25 feet of Norman Street; and

WHEREAS cars frequently park very near the corner of Capitol Avenue and Norman Street, blocking the view of motorists entering onto Capitol Ave from Norman Street; and

WHEREAS a No Parking sign will help to solve the dangerous situation which currently exists as motorists blindly pull onto the busy street named Capitol Avenue; NOW THEREFORE, be it

RESOLVED that a No Parking sign be installed on Capitol Avenue in accordance with the statutes referred to above, West of the Norman Street intersection.

Atest: _____
City Clerk

_____ TEST AT

61st 1 - 130 4102

SCIFFIO S, KRETTO YLLIC
DEMI/CECEER

Referrals Made:

(Photos Attached)

***47-13 Consent Calendar**

Resolution regarding the Coal Burning PSEG Plant in
Bridgeport Harbor.

**Report
of
Committee
on
CO₂ & Environment**

Submitted: October 6, 2014

Adopted:

Fleeta C. Hudson

Attest:

City Clerk

Approved

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***47-13 Consent Calendar**

A Resolution by the Bridgeport City Council regarding Bridgeport Harbor Station

WHEREAS, the operation of coal fired power plants has an ongoing negative impact on air and water quality; and

WHEREAS, state legislation has reduced sulfur dioxide and mercury emissions statewide by 90 percent; and

WHEREAS, the Bridgeport Coal plant emits thousands of tons of sulfur dioxide, nitrogen oxides and particulate matter into the air in Bridgeport and these emissions are much higher for a coal plant than for other fossil fuels, including natural gas; and

WHEREAS, the method for moving the coal to the plant sends plumes of coal dust into the air impacting Long Island Sound, Bridgeport Harbor and the East End of Bridgeport; and

WHEREAS, such activity impairs the health of nearby residents and the community; and

WHEREAS, the children of Bridgeport continue to exhibit elevated levels of respiratory issues, including asthma; and

WHEREAS, those children come from homes which are most in need and most financially vulnerable; and

WHEREAS, coal-fired power plants, like Bridgeport Harbor Station, have been losing market share and revenue in the New England electricity market to the point that many plant owners have suffered large financial losses, written off billions in value and/or have retired coal-fired power plants with little or no notice to the host community thereby creating a loss of jobs and revenue; and

WHEREAS, the City of Bridgeport must proactively plan for transition from, and the potential retirement of, Bridgeport Harbor Station in order to protect the community, public health, and the environment; Now, therefore be it hereby



Report of Committee on ECD and Environment
***47-13 Consent Calendar**

-2-

RESOLVED BY THE BRIDGEPORT CITY COUNCIL that:

1. The City calls upon PSEG to phase out the coal-fired electricity generation at Bridgeport Harbor Station at the earliest possible date.
2. The City calls upon the PSEG Company to remediate the property for the next use.
3. The City Clerk is Authorized and Directed to provide copies of the resolution (upon final adoption by the City Council and execution by the Mayor) to the Mayor, the Public Utilities Regulatory Authority (PURA), the CT Commissioner of Energy and Environmental Protection (DEEP) and the PSEG Company.
4. The City shall undertake a Transition Initiative that shall include both a Reuse Study and the establishment of a Citizen's Advisory Committee in order to establish a redevelopment analysis initiative to research and develop a plan for the reuse of the Bridgeport coal plant site. Reuse alternatives must bring good, green jobs to the City and improve the quality of life for all those who live and work in our community.
 - a. The Transition Initiative shall Include the establishment of a Citizen's Advisory Committee (CAC) by the Mayor's office on or before December 31, 2014 as an integral part of the Bridgeport redevelopment analysis in order to represent the affected community, residents, and workers; provide input to the redevelopment analysis process; and provide public outreach as the redevelopment analysis commences and progresses.
 - i. The CAC shall collaborate with the City of Bridgeport's Office of Planning and Economic Development (OPED) by December 31, 2014, to
 1. pursue funding for a professional reuse study; develop a framework for the study and issue a Request for Proposal (RFP) for qualified contractors; in the study, explore possibilities and propose sustainable alternatives/solutions for the site as well as the workers affected by a potential closing and explore opportunities including but not limited to legislation or other mechanisms to support Bridgeport revenues impacted by reduced operations and or retirement of Bridgeport Harbor Station;



Report of Committee on ECD and Environment
*47-13 Consent Calendar

-3-

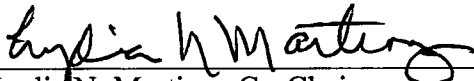
- ii. The CAC shall operate in accordance with precepts of open and accessible public process and hold at least 4 meetings per year. The CAC shall include, but not be limited to, community leaders, relevant city councilors, union representatives, PSEG representatives, and representatives of public health organizations. The CAC membership shall consist of such members (but not less than six in number) as appointed by the Mayor, with City Council Members serving as follows: (1) if 6 or less total members – 1 co-chair of the City Council’s Economic and Community Development and Environment (ECDE) Committee and 1 nominee of the City Council President; (2) if between 7 and 12 total members – 1 Co-Chair of the ECDC Committee, 1 other ECDE Committee member nominee of the ECDE Co-Chairs and 1 nominee of the City Council President and (3) if 13 or more members - 1 Co-Chair of the ECDC Committee, 1 other ECDE Committee member nominee of the ECDE Co-Chairs and 2 nominees of the City Council President. The CAC can recommend additional members to the Mayor as the appointing authority by majority vote. The CAC shall develop and implement a public engagement plan. The OPED will report to the Mayor and City Council on the progress of the redevelopment analysis at least quarterly;
5. The City calls upon the DEEP to act appropriately and reasonably as necessary to protect public health and air and water quality in Bridgeport and Bridgeport Harbor by acting expeditiously on any and all expired or extended permits for the facility, including but not limited to the NPDES permit which was issued in 1999 and has yet to be renewed despite the Clean Water Act’s mandatory five-year permit terms and the significant impingement and entrainment mortality and thermal loading attributable to Bridgeport Harbor Station.



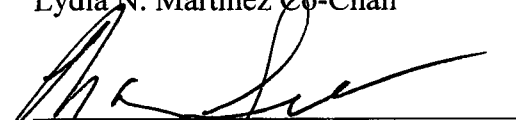
Report of Committee on ECD and Environment
*47-13 Consent Calendar

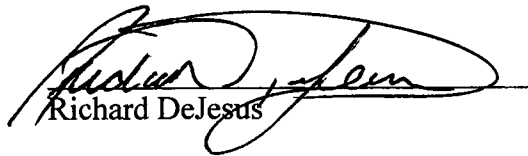
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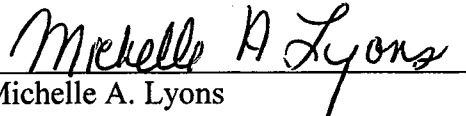
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Lydia N. Martinez Co-Chair


Jack O. Barita Co-Chair


Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marella


Eneida Martinez-Walker

***142-13 Consent Calendar**

Resolution authorizing a Tax Incentive Development Agreement for the Crescent Crossing Development located at 252 Hallett Street.

**Report
of
Committee
on
CD & Environment**

Submitted: October 6, 2014

Adopted: _____

Fleeta E 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:

***142-13 Consent Calendar**

**A Resolution by the Bridgeport City Council
Authorizing a Tax Incentive Agreement
for Crescent Crossings
an Affordable Housing Development
at 252 Hallett Street**

Whereas, Sections 8-215 and Section 8-216 of Chapter 133 of the Connecticut General Statutes (the "Statute") provide that municipalities may by ordinance provide for real estate tax abatements for housing developed for low or moderate-income persons, and may enter into Agreements with the State of Connecticut, acting through its Department of Economic and Community Development, (the "State") to provide for the State's reimbursement, at the State's discretion, to the municipality of such taxes abated for this purpose; and

Whereas, the Statute provides that such tax abatement shall be used for one or more of the following purposes: (1) To reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing; (2) to effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Economic and Community Development by regulation, or (3) to provide necessary related facilities or services in such housing; and

Whereas, Crescent Crossing, located at 252 Hallett Street (the "Property"), is a proposed 93-unit affordable housing, mixed-income development, deed-restricted for low and moderate income residents earning less than Sixty (60%) percent of the Area's Median Income; and

Whereas, the Property, owned by the Bridgeport Housing Authority (the "Owner") is to be devoted in part to replacement housing for Marina Village; and

Whereas, Crescent Crossings LLC (the "Developer"), an LLC directed by the JHM Financial Group of Stamford, CT has entered into a development agreement with the Owner so as to invest approximately \$32 million in the new construction of this 93-unit development (the "Project"); and



Report of Committee on ECD and Environment
***142-13 Consent Calendar**

-2-

Whereas, the Developer has requested a Tax Incentive Development Agreement to establish a fixed tax payment schedule for the Project; and

Whereas, the City of Bridgeport's Office of Planning and Economic Development ("OPED") finds that the public purposes of the Statute are met with respect to this Project and that the Project is consistent with the City's Master Plan and that it is in the City's interest to support the reinvestment in the Property; and

Whereas, the Developer has presented OPED with an operating pro-forma that shows reasonable operating expenses and reserves as per industry standards and OPED has reviewed the pro-forma to arrive at its judgment of what is an appropriate tax payment schedule at 5% of the Project's Effective Gross Income ("EGI"); and

Whereas, OPED has conducted the Economic Justification Analysis required by Section 3.20.040 of the City's Tax Incentive Development Program (the "Ordinance") and has concluded that absent the provision of a Tax Incentive Agreement fixing real estate taxes at the payment schedule described herein, the Development shall not attract the capital it needs to proceed; and

Whereas, the Project meets the Eligibility Criteria outlined in Section 3.20.030 of the Ordinance; and

Whereas, it is in the City's interest to encourage the development of high quality affordable housing; and

Whereas, the Developer has a solid track record in developing and managing such projects; Now, therefore be it

Resolved, that, provided that 2 of the units be reserved for housing for Veterans, and further provided that the Developer shall allow no more than 33 of the units to be used for Park City Communities public housing, the Director of the Office of Planning and Economic Development or his designee is authorized to negotiate and execute a Tax Incentive Development Agreement for which the base annual tax payment in the first year of operation shall amount to no less than \$65,100, or \$700 per unit per year, and which shall escalate at 3% per year for the duration of the deed-restricted financing period, anticipated to be up to 40 years; and be it further

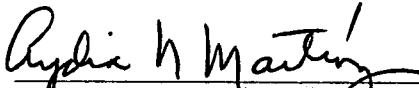


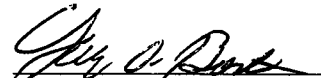
Report of Committee on ECD and Environment
*142-13 Consent Calendar

-3-

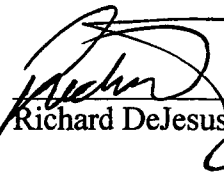
Resolved, that the Director of the Office of Planning and Economic Development, or his designee, is authorized to negotiate and execute such other agreements and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as may be in the best interests of the City.

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

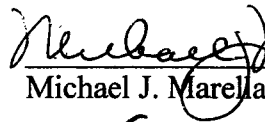

Lydia N. Martinez Co-Chair


Jack O. Banta Co-Chair


Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marella


Eneida Martinez-Walker

***145-13 Consent Calendar**

Resolution authorizing a Tax Incentive Development Agreement for the Laurelwood Place Apartments, an Affordable Housing Development located at 585 Norman Street.

**Report
of
Committee
on
ECB & Environment**

Submitted: October 6, 2014

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:

***145-13 Consent Calendar**

**A Resolution by the Bridgeport City Council
Authorizing a Tax Incentive Agreement
for the Laurelwood Place Apartments,
an Affordable Housing Development
at 585 Norman Street**

Whereas, Sections 8-215 and Section 8-216 of Chapter 133 of the Connecticut General Statutes (the "Statute") provide that municipalities may by ordinance provide for real estate tax abatements for housing developed solely for low or moderate-income persons, and may enter into Agreements with the State of Connecticut, acting through its Department of Economic and Community Development, (the "State") to provide for the State's reimbursement, at the State's discretion, to the municipality of such taxes abated for this purpose; and

Whereas, the Statute provides that such tax abatement shall be used for one or more of the following purposes: (1) To reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing; (2) to effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Economic and Community Development by regulation, or (3) to provide necessary related facilities or services in such housing; and

Whereas, Laurelwood Place Apartments, located at 585 Norman Street (the "Property"), is a 100-unit affordable housing development, deed-restricted exclusively for low and moderate income residents earning less than Sixty (60%) percent of the Area's Median Income; and

Whereas, the Property, was originally constructed and is currently owned by the Bridgeport Rotary Club Housing Corporation (the "Original Owner"); and

Whereas, Wishrock Investment Group II LLC, a Maine limited liability company, with an address c/o The Wishcamper Companies, Three Canal Plaza, Suite 501, Portland, Maine 01401, (the "Developer") is under contract to purchase the Property from the Original Owner for \$6,600,000 and proposes to invest approximately \$3,600,000 in the renovation of the Property, with the improvements to be known herein collectively as the "Project"); and

Whereas, the Developer will manage the Property through its affiliated property management company, Preservation Management Inc (the "Property Manager"), which manages a portfolio of over 10,000 units in 18 states, and has been providing management and resident services at affordable housing properties for more than 17 years; and



Report of Committee on ECD and Environment
***145-13 Consent Calendar**

-2-

Whereas, the Property Manager will provide the residents with a Resident Services program, (with the specific services to be known herein collectively as the “Resident Services”); and

Whereas, on an administrative level, per the Tax Incentive Agreement, and per the Statute, the City may enter into a corollary agreement with the State (the “State Agreement”) whereby the City may receive some tax payment for the Property directly from the State, subject to the availability of State funding; and

Whereas, regardless of whether the City enters into the State Agreement, and regardless of whether the City receives any payment from the State under such State Agreement, the Developer shall be fully responsible to the City for making the annual tax payment due hereunder, in part the purpose of this resolution being to assure the City of full payment of taxes due hereunder; and

Whereas, the City of Bridgeport’s Office of Planning and Economic Development (“OPED”) finds that the public purposes of the Statute are met with respect to this Project and that the Project is consistent with the City’s Master Plan and that it is in the City’s interest to support the reinvestment in the Property; and

Whereas, the Developer has presented OPED with an operating pro-forma that shows reasonable operating expenses and reserves as per industry standards; and

Whereas, OPED has conducted the Economic Justification Analysis required by Section 3.20.040 of the City’s Tax Incentive Development Program (the “Ordinance”) and has concluded that absent the provision of a Tax Incentive Agreement fixing real estate taxes at the schedule attached hereto, the Development shall not attract the capital it needs to proceed; and

Whereas, the Project meets the Eligibility Criteria outlined in Section 3.20.030 of the Ordinance; and

Whereas, it is in the City’s interest to encourage the development of high quality affordable housing with services for its senior residents; and

Whereas, the Developer has a solid track record in developing and managing such projects; Now, therefore be it



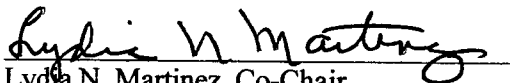
Report of Committee on ECD and Environment
*145-13 Consent Calendar

-3-

Resolved, that the Director of the Office of Planning and Economic Development or his designee is authorized to negotiate and execute a Tax Incentive Development Agreement that shall establish the base annual tax payment due to the City at the greater of the amount that would be due per the normal assessment and levy practices of the City applicable to the tax payment due on July 1, 2015 or the amount of \$135,000, with such greater amount to escalate annually at 3% per year for a period of 40 years, beginning with the payment due on July 1st, 2015 and ending with the payment due on July 1, 2055 provided that all the affordable housing restrictions herein mentioned remain in place; and be it further

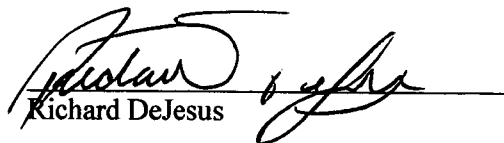
Resolved, that the Director of the Office of Planning and Economic Development, or his designee, is authorized to negotiate and execute such other ancillary and related agreements and to take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as may be in the best interests of the City.

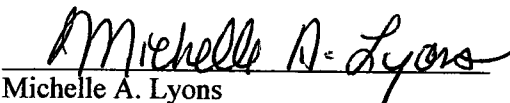
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

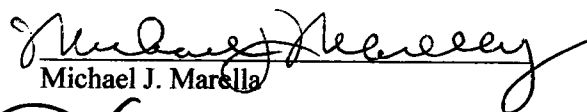

Lydia N. Martinez, Co-Chair


Jack O. Banta, Co-Chair


Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marella


Eneida Martinez-Walker

***151-13 Consent Calendar**

Grant Submission: re State of Connecticut Office of
Policy & Management Right Response CT Network
Grant Program. (#15434)

**Report
of
Committee
on
ECB & Environment**

Submitted: October 6, 2014

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:

***151-13 Consent Calendar**

**A Resolution by the Bridgeport City Council
Regarding the
State of Connecticut Office of Policy & Management
Right Response CT Network Program (#15434)**

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

WHEREAS, this funding has been made possible through a grant under the Right Response CT Network Grant Program for the Bridgeport – Right Response to Improve School Discipline Grant Program; and

WHEREAS, funds under this grant will be used for School-Police-Community collaboration to improve school safety through consistent and appropriate handling of disruptive behavior in schools; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Central Grants Office, submits an application to the State of Connecticut Office of Policy & Management in the amount of \$15,000 to implement a Bridgeport-Right Response to Improve School Discipline Grant Program; Now, therefore be it hereby:

RESOLVED BY THE CITY COUNCIL:

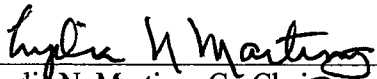
1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Office of Policy & Management in the amount of \$15,000 to implement a Bridgeport-Right Response to Improve School Discipline Grant Program focused on improving school discipline and safety.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Office of Policy & Management Right Response Connecticut Network 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.



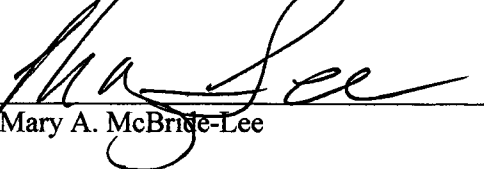
Report of Committee on ECD and Environment
*151-13 Consent Calendar

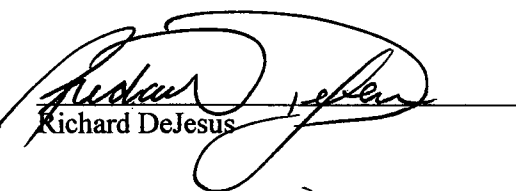
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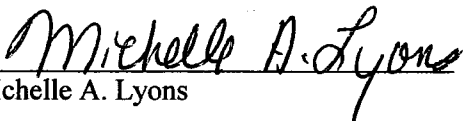
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT

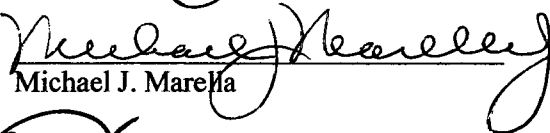

Lydia N. Martinez Co-Chair


Jack O. Banta Co-Chair


Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marella


Eneida Martinez-Walker

***152-13 Consent Calendar**

Grant Submission: re State of Connecticut Department
of Public Health FY2015 Lead Poisoning Prevention
Financial Assistance Program. (#15236)

**Report
of
Committee
on
ECB & Environment**

Submitted: October 6, 2014

Adopted:

Fleeta C. Hudson

Attest:

City Clerk

Approved

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport.

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

***152-13 Consent Calendar**

**A Resolution by the Bridgeport City Council
Regarding the
State of Connecticut Department of Public Health FY 2015 Lead Poisoning
Prevention Financial Assistance
Project # 15236**

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

WHEREAS, this funding has been made possible through the Lead Poisoning Prevention Program; and

WHEREAS, funds under this grant will be used to create awareness and provide education to prevent lead poisoning; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Central Grants Office, submit an application to the State of Connecticut Department of Public Health in the amount of \$166,252 for the purpose of providing public outreach about lead poisoning prevention to residents, medical and daycare providers; Now, therefore be it hereby

RESOLVED BY THE CITY COUNCIL:

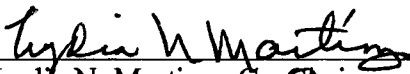
1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Public Health for the purpose of implementing the lead poisoning prevention activities.
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of CT Department of Public Health for the Lead Poisoning Prevention 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
*152-13 Consent Calendar

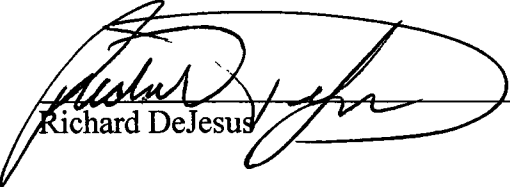
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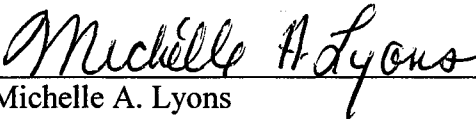
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT


Lydya N. Martinez Co-Chair


Jack O. Banta Co-Chair


Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marella


Eneida Martinez-Walker

***154-13 (PHO) Consent Calendar**

Public Hearing Ordered for October 20, 2014: re Resolution approving amendment #4 to the West End Municipal Development Plan to designate for Acquisition and Disposition of certain properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Project.

**Report
of
Committee
on
CEA & Environment**

Submitted: October 6, 2014

Adopted: _____

Fleeta E Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

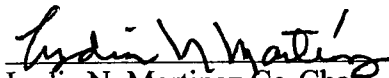
To the City Council of the City of Bridgeport:

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


***154-13 (PHO) Consent Calendar**


BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, October 20, 2014 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the resolution approving amendment #4 to the West End Municipal Development Plan to designate for Acquisition and Disposition of certain properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Project.


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


Lydia N. Martinez Co-Chair

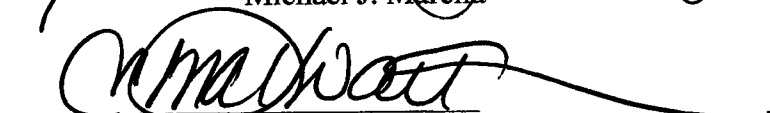

Jack O. Banta Co-Chair


Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marella


Eneida Martinez-Walker

***155-13 (PHO) Consent Calendar**

Public Hearing Ordered for October 20, 2014: re Resolution authorizing the acquisition and subsequent Disposition of four properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Redevelopment Project.

**Report
of
Committee
on
ECB & Environment**

Submitted: October 6, 2014

Adopted:

Fleeta C. Hudson

Attest:

City Clerk

Approved

Mayor



City of Bridgeport, Connecticut

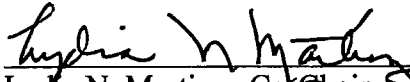
To the City Council of the City of Bridgeport:

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

***155-13 (PHO) Consent Calendar**

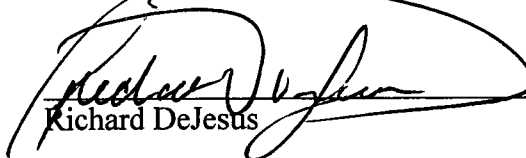
BE IT RESOLVED, That a Public Hearing be held before the City Council on Monday evening, October 20, 2014 beginning at 7:00 p.m. in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to Authorizing the Acquisition and subsequent Disposition of four properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Redevelopment Project.

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

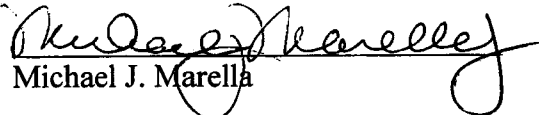

Lydia N. Martinez Co-Chair


Jack O. Banta Co-Chair


Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marella


Eneida Martinez-Walker



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:

157-13 Consent Calendar

RESOLVED, That the attached Grant Application with the State of Connecticut Department of Energy and Environmental Protection (DEEP) for Electric Vehicle Supply Equipment (EVSE) Projects, for the purchase and installation of a publicly dual charging head electric vehicle charging station at The Ballpark at Harbor Yard, 500 Main Street, Bridgeport, CT be and it hereby is, in all respects, approved, ratified and confirmed.

Council Date: October 6, 2014

Tabled on 10/6/2014



Proposal Form for Electric Vehicle Supply Equipment (EVSE) Projects

Instructions

Complete all sections of this form. All proposals must be received by 5:00 p.m. on Wednesday, August 27, 2014 to be considered. Proposals should be submitted to the Connecticut Department of Energy and Environmental Protection (DEEP) via e-mail at EVConnecticut@ct.gov. Questions may be directed by e-mail to EVConnecticut@ct.gov.

Program Description

This opportunity offers assistance to help promote electric vehicle (EV) use by expanding the geographical diversity of publicly-accessible EVSE in Connecticut. The stations will bear the "EVConnecticut" logo and will be on property available for public use, at major traffic generators such as town halls or downtown areas central to destinations and underserved by existing charging stations (see attached map).

Available Funding

Funding for this program is variable and will depend on the degree to which a proposal satisfies the preferential criteria for the program. The minimum amount offered for successful proposals will be half the cost of the project, up to \$2,000 per unit or \$4,000 per location (i.e., up to two chargers installed on one property). However, some projects will be eligible to receive up to 100% of the cost of the project, with a maximum of \$10,000.

Evaluation Criteria

Proposed projects will be evaluated based on cost effectiveness and economic benefits to Connecticut. Project ideas will be ranked for funding according to the criteria outlined in the program criteria document. To be eligible for 100% funding, the EVSE must be available to the public at no cost, 24 hours a day, seven days a week and be located at a major traffic generator such as a town hall or downtown area that is central to destinations and presently underserved by EVSE.

Part I: Ranking Criteria: Please check those that apply

Commitment of applicant to make the EVSE readily available to the public at no fee for, at least, the next three years ¹	<input checked="" type="checkbox"/>
Operational and available 24 hours a day, seven days a week	<input checked="" type="checkbox"/>
Location at a major traffic generator, which is defined as an important regional attraction, event, or facility that attract persons or groups from beyond a local community, city, or metropolitan area; it can include downtowns, town halls, libraries or recreation centers;	<input checked="" type="checkbox"/>
Location in areas underserved by EVSE	<input checked="" type="checkbox"/>
Within walking distance of restaurant, retail, and/or entertainment opportunities	<input checked="" type="checkbox"/>
Location along major thoroughfares and high traffic areas	
Location along major state and local transportation corridors	<input checked="" type="checkbox"/>
Location will provide:	
• Lighting	<input checked="" type="checkbox"/>
• Shelter from inclement weather for drivers to wait while their EV is charging	<input type="checkbox"/>
Situate each EVSE so it can accommodate at least two vehicles	<input checked="" type="checkbox"/>

Recipients must agree to operate the EVSE only as a not-for-profit venture. Any fees collected should only be sufficient to cover operating expenses, including payment system services.

For DEEP Use Only:	Total Criteria Points Assigned:	
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¹ In lieu of a commitment to provide no cost charging for three years, applicants must submit a business model for an open access payment system with a maximum cost of \$1.00 per hour; major credit cards must be accepted for immediate access to the EVSE with no phone call or other contact required. If you plan to have motorists pay for the charging, submit a business model that meets these requirements with the application. The business model option is not eligible for 100% funding.

Part II: Applicant Information

Name & Title of Town or State Official having Site Control:²		Jorge Garcia, Director of Public Facilities			
Town/Agency Name:		City of Bridgeport, CT			
Address:	999 Broad St				
City:	Bridgeport	State:	CT	Zip Code:	06604
Telephone:	(203) 576-7130				
E-Mail:	jorge.garcia@bridgeportct.gov				

Part III: Project Information

How many EVSE units would you plan to install? A single unit with two charging heads is counted as one unit; two units mounted on a single pedestal are counted as two units.	1
--	---

Project Details: (Please use additional forms for multiple installations)	
Address of Proposed Installation: Provide name of facility, street address, street intersection and/or latitude/longitude and city.	The Ballpark at Harbor Yard 500 Main St. Bridgeport, CT 06604
Will the EVSE be located at a parking facility indoors or outdoors?	<input type="checkbox"/> Indoors <input checked="" type="checkbox"/> Outdoors
Do you want pedestal, wall-mounted or overhead EVSE unit(s)?	<input checked="" type="checkbox"/> Pedestal <input type="checkbox"/> Wall-Mounted <input type="checkbox"/> Overhead
Is there electricity at the proposed installation site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is the site lighted at night?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is there shelter at the proposed installation site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
During what hours is the proposed installation site open to the public?	24 hours
Please list any restaurant, retail, entertainment or tourist destinations within walking distance	
The Ballpark at Harbor Yard, Webster Back Arena, Bridgeport - Port Jefferson Ferry, Ralph 'n' Rich's, Barnum Publick House, Misc. other restaurants	

Project Timeline:	Project Start Date:	Sept. 15, 2014	Project End Date:	Nov. 14 2014
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Proposed Budget:	
Please provide a list of the expenses for the specific EVSE brand and installation. You may add line items as needed. Identify each line item being proposed, i.e. "BrandZ pedestal EVSE," "Site Preparation," and/or "Installation of EVSE." Note that DEEP's reimbursement for chargers will not exceed values specified in <u>state procurement contracts</u> .	
Line Item:	Cost
GE Double Pedestal DuraStation	3,999.00
site preparation, installation, surface modifications and electric transmission hardware	6,000.00

² Site Control means (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the EVSE; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between the Applicant and the entity having the right to sell, lease or grant the Applicant the right to possess or occupy a site for such purpose. Documentation for verification may be requested.

Total Project Cost:	9,999.00
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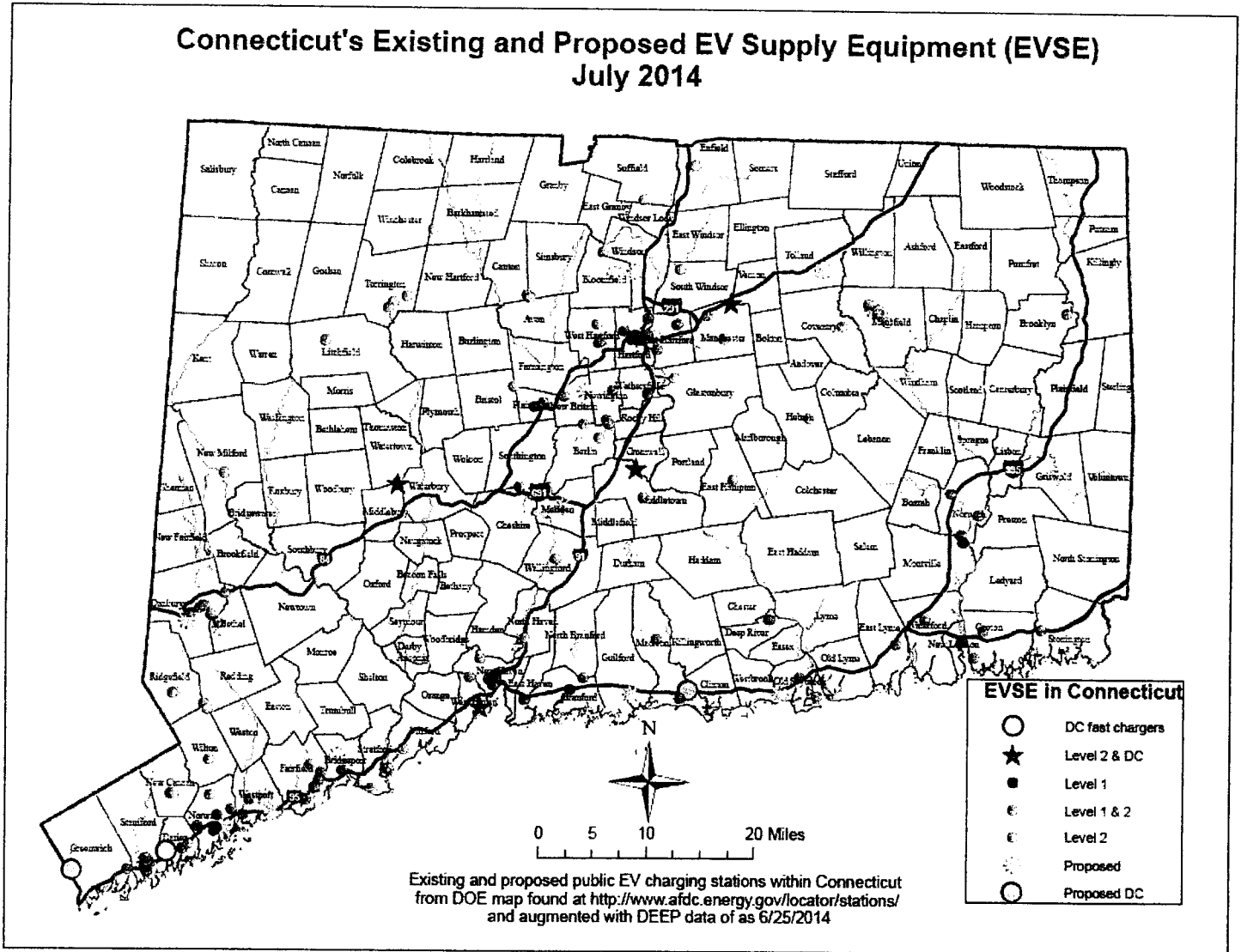
Balance of Funds:	
Applicant attests they can secure the funds for operation and maintenance.	<input checked="" type="checkbox"/>
What is the source of these funds? If this is a partnership effort, name the partner providing funding and the amount.	City of Bridgeport Public Facilities Budget
What is the timeline for securing these funds? <i>(Budget approval process dates)</i>	City Council Meeting, September 15, 2014

Terms and Conditions:	
Recipients will be responsible for the procurement of the EVSE, all installation, maintenance, operations and other associated expenses and responsibilities.	
All recipients must be willing to either :	
<ul style="list-style-type: none"> a. Provide charging at no cost to the public for the first three years of operation; or b. Provide a business model³ for an open access payment system with a maximum cost of \$1.00 per hour; major credit cards must be accepted for immediate access to the EVSE with no phone call or other contact required. Attach business model if applicable. 	
Recipients will commit to maintain and operate the EVSE as publicly-accessible units.	
Recipients will agree to the posting of location & availability information on U.S. Department of Energy website.	
Recipients will have a publicly-accessible EVSE operational as soon after as possible, but no later than November 14, 2014.	
Recipients will meet commitments made in the application to provide	
<ul style="list-style-type: none"> • Lighting, • Installation of approved signage, • Shelter from inclement weather for drivers to wait while their EV is charging (if checked on proposal form), and • Operation 24 hours/day, 7 days/week, or limited hours as specified in proposal. 	
Recipients must agree to operate the EVSE as a not-for-profit venture for the lifetime of the unit(s).	
Before being reimbursed, Recipients must submit the completed reimbursement checklist (see attachment), demonstrate full operation of the publicly-accessible EVSE, and use of approved signage by	
<ul style="list-style-type: none"> • Providing a photograph of the completed installation, with posted signs, and • Providing a copy of the actual budget with invoices and cancelled checks as documentation of payment for the equipment and installation. 	
Recipients must also provide a signed payment request, on letterhead, for the amount of the grant. A transfer invoice will also be required for state agencies.	
By checking this box, applicant attests to have read and understood the terms and conditions listed above, and agrees to comply with these terms and conditions if awarded funding.	
<input checked="" type="checkbox"/>	

³ The business model option is not eligible for 100% funding.

**Existing and Proposed, Publicly-Accessible EVSE
July 2014**

**Connecticut's Existing and Proposed EV Supply Equipment (EVSE)
July 2014**



Proposed Resolution authorizing a Tax Incentive Development Agreement for the Cherry Street Adaptive Reuse Redevelopment Project.

**Report
of
Committee
on
ECB & Environment**

Submitted: October 6, 2014

Adopted: _____

Fleeta C. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

153-13

**A Resolution Authorizing a
Tax Incentive Development Agreement
for the
Cherry Street Adaptive Reuse Redevelopment Project**

Whereas Sections 8-215 and Section 8-216 of the Connecticut General Statutes (the “Statute”) provide that municipalities may by ordinance provide for real estate tax abatements for housing developed solely for low or moderate-income persons, and may enter into Agreements with the State of Connecticut, acting through its Department of Housing (the “State”) to provide for the State’s reimbursement, at the State’s discretion, to the municipality of such taxes abated for this purpose; and

Whereas the Statute provides that such tax abatement shall be used for one or more of the following purposes: (1) To reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing; (2) to effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Economic and Community Development by regulation, or (3) to provide necessary related facilities or services in such housing; and

Whereas Corvus Capital LLC, or its affiliate entity, (the “Developer”) is the contract purchaser of the real property currently comprised of three parcels known as 375 Howard Avenue; 1289 Railroad Avenue; 72 Cherry Street; (the “Property”), which properties represent roughly one half of the block bounded by Cherry Street, Hancock Avenue, Railroad Avenue, Howard Avenue (the “Block”); and

Whereas on May 24, 2014, the Developer secured the Bridgeport Planning and Zoning Commission’s Approval of its Mixed Use Adaptive Reuse Plan to convert the Block through historic renovation into 311 residential units, parking, open space, and approximately 60,000 square-feet of complementary commercial space, which may include a charter school (the “Project”); and



Report of Committee on ECD and Environment
153-13

-2-

Whereas, the Project is to be carried out in two phases, the first phase to be constructed on the Property and to comprise an approximately \$44 million investment in the development of 156 residential units (the "Housing Units") 60,000 square-feet of commercial space, and 40,000 square-feet of open space (such improvements to be known collectively as the "Phase One Improvements" or "Phase One"); and

Whereas the Housing Units shall be made available to persons earning 60% and 80% of the Area's Median Income ("AMI"), as defined by the US Department of Housing and Urban Development ("HUD"), such that all of the units proposed in the Project shall meet the definition of the Statute as being restricted to low or moderate income persons; and

Whereas the Developer also proposes to construct what the Statute terms "necessary related facilities," anticipated to include such uses as a neighborhood grocery, supportive office space, conference space, lobby space, community meeting rooms, a laundry area, outdoor open space, and required off-street parking, all designed to support on-site resident needs as well as to provide broader community amenities; and

Whereas the City of Bridgeport's Office of Planning and Economic Development ("OPED") finds that the public purposes of the Statute are met, that the Development is consistent with the City's Master Plan and that it is in the City's interest to encourage the redevelopment of the Block; and

Whereas the Developer seeks to finance the Project through a combination of sources, including financing from the Connecticut Housing Finance Authority; and

Whereas the Developer's ability to attract the capital needed to construct the Project is contingent in part upon its ability to present a stable operating pro-forma with a stable, predictable, real estate tax payment schedule (as to be detailed more specifically in the "Tax Incentive Agreement"); and

Whereas OPED judges the Developer to be capable of carrying out the Project , judges the Project design to be of high quality, and judges the cost structure and operating structure of the Project to be reasonable and within industry standards; and

Whereas OPED judges the Tax Incentive Agreement to be warranted and necessary for the success of the Project, and has conducted a financial feasibility analysis that concludes that without the Tax Incentive Agreement, the Project would not proceed; Now, therefore be it



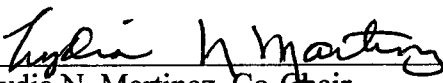
Report of Committee on ECD and Environment
153-13

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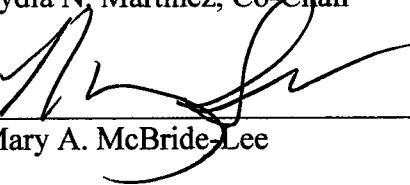
RESOLVED that that the Mayor or the Director of the Office of Planning and Economic Development or their designee is authorized to negotiate and execute a Tax Incentive Development Agreement that will fix the real estate taxes at the Property for thirty years after the completion of the Project as evidenced by the appropriate documentation from the City's Building Department, and as to be administered by the normal practices of the Tax Collector's Office, as per a payment schedule which shall zero out taxes during construction and then establish a minimum payment of \$35,000 per year to escalate at 3% per year; and


BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of the Office of Planning and Economic Development, the Tax Assessor, and the Tax Collector, are each authorized to negotiate and execute such agreements, including Agreements with the Developer and Agreements with the State, and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as they may deem to be in the best interests of the City.

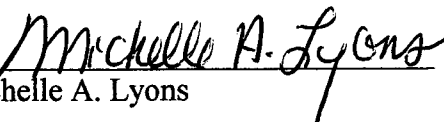
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT & ENVIRONMENT



Lydia N. Martinez, Co-Chair


Jack O. Banta, Co-Chair


Mary A. McBride-Lee


Richard DeJesus


Michelle A. Lyons


Michael J. Marella


Eneida Martinez-Walker