

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, APRIL 18, 2016

7:00 p.m.

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

DELETED:

- *90-15** Economic and Community Development and Environment Committee Report re: (Ref. #55-14 & #29-15) Resolution Authorizing Capital Improvements and Allocation of Bond Proceeds for the Crescent Crossing Phase 1B.

ADDED:

- *90-15** Economic and Community Development and Environment Committee Report re: (Ref. #55-14 & #29-15) Resolution Authorizing Capital Improvements and Allocation of Bond Proceeds for the Crescent Crossing Phase 1B, **FOR REFERRAL TO BUDGET AND APPROPRIATIONS COMMITTEE.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *54-15** Contracts Committee Report re: Assignment of Tax Liens for Fiscal Year 2016.
- *75-15** Contracts Committee Report re: Professional Services Agreement with Beacon Retiree Benefits Group, LLC.

AGENDA

CITY COUNCIL MEETING

MONDAY, APRIL 18, 2016

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Performance by the Bridgeport Boys Choir

Mayoral Proclamations and City Council Citations: Honoring the Bridgeport Boys Choir for the hard work of its members in improving their self-esteem, realizing their creative potential and transforming their community and lives through music.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: February 29, 2016 (Special Meeting)

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 96-15** Communication from Housing and Community Development re: Program Year 42 Annual Action Plan: Community Development Block Grant Program (CDBG), Homeless Emergency Solutions Grant Program (HESG), HOME Investment Partnership Program, Housing Opportunities for Persons with AIDS Program (HOPWA), referred to Economic and Community Development and Environment Committee.
- 97-15** Communication from OPED re: Proposed Resolution Authorizing the Disposition of City-Owned Property located at 134 Logan Street to Abutter and Request to order a Public Hearing Relative to the Same, referred to Economic and Community Development and Environment Committee.
- 98-15** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Rafael Feliciano, **ACCEPTED AND MADE PART OF THE RECORD.**
- 99-15** Communication from City Attorney re: Proposed Settlement of Lawsuit and Agreement of Pending Litigation with the Town of Trumbull, Water Pollution Control Authority, referred to Joint Committee of Miscellaneous Matters and Contracts.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *64-15** Economic and Community Development and Environment Committee Report re: Disposition of City-Owned Property located at 48 Trowel Street.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *66-15** Economic and Community Development and Environment Committee Report re: Disposition of City-Owned Properties located within the Seaview Avenue Industrial Park.

- *90-15** Economic and Community Development and Environment Committee Report re: (Ref. #55-14 & #29-15) Resolution Authorizing Capital Improvements and Allocation of Bond Proceeds for the Crescent Crossing Phase 1B.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 18, 2016 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Budget Decision Making.

**CITY COUNCIL MEETING
PUBLIC SPEAKING
MONDAY, APRIL 18, 2016
6:30 PM
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT**

CALL TO ORDER

Council President McCarthy called the Public Speaking Session to order at 6:48 p.m.

ROLL CALL

City Clerk Martinez called the roll.

The following members were present:

130th District: Kathryn Bukovsky, Scott Burns
131st District: Jack O. Banta, Denese Taylor-Moye
132nd District:
133rd District: Thomas McCarthy, Jeanette Herron
134th District: Michelle Lyons
135th District: Mary McBride-Lee, Richard Salter
136th District: Jose Casco, Alfredo Castillo
137th District: Aidee Nieves, Milta Feliciano
138th District: Anthony Paoletto, Nessah Smith
139th District: Eneida Martinez, James Holloway

RECEIVED
CITY CLERK'S OFFICE
2016 APR 25 P 3:24
ATTEST
CITY CLERK

A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 18, 2016 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Budget Decision Making.

City Council members....you are in the midst of a difficult task....appraising City services to see whether budget appropriations for City wide services are reasonable and affordable to residents.

You are basically dependent on the City administration to provide you with all info to complete your Charter tasks including passing a Capital Budget and an Operating Budget. Since your

City of Bridgeport
City Council
Regular Meeting
April 18, 2016

fiscal review and monitoring throughout the fiscal year is minimal, it puts pressure on your activity in this 30-40 day period and therefore on the data and reports produced for you by the City.

The taxpaying public is provided with NO useful CAPITAL BUDGET information though your APPROVAL of bonding projects worth \$40 Million will commit taxpayers to an increased debt load. What should you be receiving, reviewing in session and sharing with the taxpaying public in a collegial manner before you vote, indeed before last week's poorly attended Capital Budget hearing? What year round assistance should you calendar so as to receive information from which you can make good decisions? If you feel that you are in a pot that is on the fire once again this year, how will you provide for next year right away? Or will you cut your Legislative budget by 50-90% of your Other Services budget because you do not need it? Or cut your Stipends in a spirit of taxpayer understanding?

Why do you fail to review some City departments? When did such a decision get made and why? This year the budget writers have not wished to change the format for your ease in review. Fair enough. But did any of you note what has been removed that would have been helpful to your operating budget task?

For years now, there has been a one page chart that accompanies the Mayor's Transmittal Letter directly in front of Accounting Policies. No chart with employee totals was included this year yet there have been several significant reformations of department management and supervision, with some employment modifications. Are there more or fewer full time City employees within this year's proposed budget? Can you tell?

Aside from BOE flat-funding with which you may have to wrestle as the largest employee numbers are located in that budget. However, when you look at the Police Department (and the ten divisions separately enumerated) the total number showing is 478 Filled and 18 Vacant. You know that the listing is not accurate because the CT Post continues to show that the Department is down over 100 personnel! And we will not get to this number in FY 2017 either. Why is the Police Administration (Code 01250) missing from page 111 with no title or employment number detail for officers provided?

Why is all personnel data for the Appropriation Summary on Narcotics and Vice also missing?

Critically important to you, why was the format provided in the FY 2015-16 presentation that included: FTE 2015, FTE 2016, Vacant, New, and Unfilled not provided for 2017 your understanding when reviewing?

Did you notice on Page 118, at the top of the page where the Police Administration totals are posted, that City expenses jumped from Actual 2015 \$27,455,025 to budgeted 2016 \$40,342,055 (where we already have spent almost \$32 Million in nine months) and the Mayor is asking for FY 2017 \$53,590,904?? Overtime, Pension Plan Normal Cost, and MERS pension amortization plus retirement payouts from City contracts place us here. Did anyone who was on the City Council several years ago realize that the cost of moving Public Safety to MERS would hit the City as it has? Isn't now the time to review all alternatives or find other dollars to cut?

On Page 87 Other Personnel Services and Fringe Benefits in the Pensions/Benefits Department with no employees listed shows an increase of \$1,160,000 but there is no narrative, no goals and certainly no successes for this department listed.

What if the State revenues decrease from what was expected two weeks ago? What if you decide additional funds must go to the BOE? Alternatively has anyone asked what would happen to each Department if they had to reduce budgets by 10%? Cost cutting?

Economic Development to taxpayers is measured by a fair and just Grand List process. I direct your attention to the data in the Tax Assessor report on page 49. Are you prepared to explain the final column for 2015-16 to your constituents with the asterisks and negative increase of \$1.08 Billion?

We continue in a "red boot era". Time will tell.

Jorge Cruz
Bridgeport, CT

Mr. Cruz came forward and expressed his concerns about the increase in heroin overdoses, and the increase in homelessness. He said that he had spoken with Representatives Gomes and Rosario about these issues and urged the Council Members to contact their Representatives regarding this.

ADJOURNMENT

Council President McCarthy adjourned the Public Speaking Portion of the Council Meeting at 7:00 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

**CITY COUNCIL MEETING
MONDAY, APRIL 18, 2016
7:00 PM
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT**

CALL TO ORDER

Council President McCarthy called the meeting to order at 7:10 p.m.

PRAYER

Council President McCarthy then requested Council Member McBride-Lee to lead those present in prayer.

PLEDGE OF ALLEGIANCE.

Council President McCarthy then requested Mr. Ed Lavernoich, the newly appointed interim director of the Office of Economic Development, to lead those present in reciting the Pledge of Allegiance.

Council President McCarthy announced that the Bridgeport Boys Choir would sing the National Anthem.

Mayor Ganim joined the meeting at 7:13 p.m. and assumed the role of Chair at that time.

Performance by the Bridgeport Boys Choir

The Bridgeport Boys Choir then performed three additional songs for those present.

Mayoral Proclamations and City Council Citations: Honoring the Bridgeport Boys Choir for the hard work of its members in improving their self-esteem, realizing their creative potential and transforming their community and lives through music.

Council President McCarthy then called the members of the Bridgeport Boys Choir forward to commend them on their work. Council President McCarthy presented everyone involved with certificates.

Mayor Ganim also read a Proclamation declaring April 18th Bridgeport Boys Choir Day and congratulated all the members of the choir.

ROLL CALL

City Clerk Martinez called the roll.

The following members were present:

- 130th District: Kathryn Bukovsky, Scott Burns
- 131st District: Jack O. Banta, Denese Taylor-Moye
- 132nd District: M. Evette Brantley
- 133rd District: Thomas McCarthy, Jeanette Herron
- 134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
- 135th District: Mary McBride-Lee, Richard Salter
- 136th District: Jose Casco, Alfredo Castillo
- 137th District: Aidee Nieves, Milta Feliciano
- 138th District: Anthony Paoletto, Nessah Smith
- 139th District: Eneida Martinez

A quorum was present.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: February 29, 2016 (Special Meeting)

**** COUNCIL MEMBER BUKOVSKY MOVED THE MINUTES OF THE FEBRUARY 29, 2016 SPECIAL MEETING.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION TO APPROVE THE CITY COUNCIL MINUTES FOR THE FEBRUARY 29, 2016 SPECIAL MEETING PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

**** COUNCIL MEMBER MARTINEZ MOVED TO REFER THE FOLLOWING ITEMS TO THE COMMITTEES:**

96-15 COMMUNICATION FROM HOUSING AND COMMUNITY DEVELOPMENT RE: PROGRAM YEAR 42 ANNUAL ACTION PLAN: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG), HOMELESS EMERGENCY SOLUTIONS GRANT PROGRAM (HESG), HOME INVESTMENT PARTNERSHIP PROGRAM, HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM (HOPWA), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

97-15 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING THE DISPOSITION OF CITY-OWNED PROPERTY LOCATED AT 134 LOGAN STREET TO ABUTTER AND REQUEST TO ORDER A PUBLIC HEARING RELATIVE TO THE SAME, REFERRED TO

ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

98-15 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH RAFAEL FELICIANO, ACCEPTED AND MADE PART OF THE RECORD.

99-15 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF LAWSUIT AND AGREEMENT OF PENDING LITIGATION WITH THE TOWN OF TRUMBULL, WATER POLLUTION CONTROL AUTHORITY, REFERRED TO JOINT COMMITTEE OF MISCELLANEOUS MATTERS AND CONTRACTS.

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***64-15 Economic and Community Development and Environment Committee Report re: Disposition of City-Owned Property located at 48 Trowel Street.**

***66-15 Economic and Community Development and Environment Committee Report re: Disposition of City-Owned Properties located within the Seaview Avenue Industrial Park.**

***90-15 Economic and Community Development and Environment Committee Report re: (Ref. #55-14 & #29-15) Resolution Authorizing Capital Improvements and Allocation of Bond Proceeds for the Crescent Crossing Phase 1B.**

***54-15 Contracts Committee Report re: Assignment of Tax Liens for Fiscal Year 2016.**

***75-15 Contracts Committee Report re: Professional Services Agreement with Beacon Retiree Benefits Group, LLC.**

DELETED:

***90-15 Economic and Community Development and Environment Committee Report re: (Ref. #55-14 & #29-15) Resolution Authorizing Capital Improvements and Allocation of Bond Proceeds for the Crescent Crossing Phase 1B.**

ADDED:

***90-15 Economic and Community Development and Environment Committee Report re: (Ref. #55-14 & #29-15) Resolution Authorizing Capital Improvements and Allocation of Bond Proceeds for the Crescent Crossing Phase 1B, FOR REFERRAL TO BUDGET AND APPROPRIATIONS COMMITTEE.**

Mayor Ganim then asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member Lyons requested that Agenda Item 64-15 be removed from the Consent Calendar.

City Clerk Martinez read the remaining items into the record.

**** COUNCIL MEMBER MARTINEZ MOVED TO APPROVE THE FOLLOWING ITEMS AS THE CONSENT CALENDAR:**

***66-15 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: DISPOSITION OF CITY-OWNED PROPERTIES LOCATED WITHIN THE SEAVIEW AVENUE INDUSTRIAL PARK.**

***90-15 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: (REF. #55-14 & #29-15) RESOLUTION AUTHORIZING CAPITAL IMPROVEMENTS AND ALLOCATION OF BOND PROCEEDS FOR THE CRESCENT CROSSING PHASE 1B.**

***54-15 CONTRACTS COMMITTEE REPORT RE: ASSIGNMENT OF TAX LIENS FOR FISCAL YEAR 2016.**

***75-15 CONTRACTS COMMITTEE REPORT RE: PROFESSIONAL SERVICES AGREEMENT WITH BEACON RETIREE BENEFITS GROUP, LLC.**

DELETED:

***90-15 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: (REF. #55-14 & #29-15) RESOLUTION AUTHORIZING CAPITAL IMPROVEMENTS AND ALLOCATION OF BOND PROCEEDS FOR THE CRESCENT CROSSING PHASE 1B.**

ADDED:

***90-15 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: (REF. #55-14 & #29-15) RESOLUTION AUTHORIZING CAPITAL IMPROVEMENTS AND ALLOCATION OF BOND PROCEEDS FOR THE CRESCENT CROSSING PHASE 1B, FOR REFERRAL TO BUDGET AND APPROPRIATIONS COMMITTEE.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

***64-15 Economic and Community Development and Environment Committee Report
re: Disposition of City-Owned Property located at 48 Trowel Street.**

**** COUNCIL MEMBER FELICIANO MOVED TO SEND AGENDA ITEM *64-15
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT
COMMITTEE REPORT RE: DISPOSITION OF CITY-OWNED PROPERTY
LOCATED AT 48 TROWEL STREET BACK TO COMMITTEE.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Mayor Ganim said that it was a challenge to finalize the CDBG process for the administration but that there was still time to do so and the administration was working on selecting the Citizen's Union participants.

Council Member Martinez said that she appreciated the fact that the Mayor had a 5 p.m. Open Door Policy for any Council Member to come in to discuss City District business.

ADJOURNMENT

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

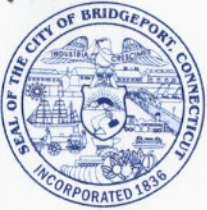
**** COUNCIL MEMBER BRANTLEY SECONDED.**

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

The meeting adjourned at 8:00 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

DAVID M. KOORIS
Director

JOSEPH P. GANIM
Mayor

Comm. #96-15 Ref'd to ECD&E Committee on 4/18/2016

TO: Honorable Members of the Bridgeport City Council

FROM: Catherine Santossio *Cathy Santossio*
Community Development Block Grant, Program Manager

RE: Program 42 Annual Action Plan;
Community Development Block Grant (CDBG);
Homeless Emergency Solutions Grant (HESG);
HOME Investment Partnership Program; and
Housing Opportunities for Persons with AIDS (HOPWA)

DATE: April 8, 2016

For the upcoming fiscal year, the U.S. Department of Housing and Urban Development (“HUD”) requires the City of Bridgeport to prepare and submit an Annual Action Plan for Program Year 42 which covers the period from July 1, 2016 to June 30, 2017. HUD requires municipalities such as Bridgeport to prepare an Annual Action Plan in order for the City to apply for and receive funds under the following four (4) formula grant programs: Community Development Block Grant (CDBG), Homeless Emergency Solutions Grant (HESG), Housing Opportunities for Persons with AIDS (HOPWA), and the HOME Investment Partnership Program (HOME). HUD has notified the City to anticipate the following entitlement awards for the coming fiscal year.

Community Development Block Grant Program	\$2,761,302
Homeless Emergency Solutions Grant Program	\$251,907
HOPWA	\$795,325
HOME	\$818,451

The City advertised the anticipated availability of funding on December 16th, 2015. Applications became available on December 27, 2015 and the department conducted the following technical assistance workshops:

- CDBG, three sessions, on January 12th, 14th, and 20th, 2016.
- HESG, two sessions on January 12th, and 14th, 2016.
- HOPWA, one session on January 20th, 2016.

Applications were accepted through January 28th, 2016. The Citizen’s Union will host two public hearings to be held on May 11th, and May 12th, at 6:00 at the Margaret E. Morton Government Center,

999 Broad Street, in the OPED conference rooms A and B, on the second floor. The Citizen's Union is scheduled to deliberate and vote on May 17th, 2016. The Economic Development and Environment Committee of the City Council will conduct two public hearings. Pending Council and Committee approval these public hearings have been tentatively set for May 24th and May 25th, at 6:00 p.m.

We are requesting a special meeting of the ECDE Committee for some time during the week of June 7-14. Staff will be available at all upcoming meetings and hearings to answer questions and to provide you with additional information.

For your consideration, attached please find a draft resolution authorizing the approval of the Program Year 42 Annual Action Plan. Please keep in mind that additional information will be provided to you as it becomes available, however, it is necessary to submit this draft resolution to you for initial consideration and referral to the ECDE committee in order to meet upcoming HUD deadlines.

Thank you for your consideration.

Cc: John Gomes, Chief Administrative Officer, via email
Gina Malheiro, Deputy Chief Administrative Officer, via email
Danny Roach, Chief of Staff, Mayor's Office, via email
Ed Adams, Mayor's Office, via email
Ginne-Rae Clay, Deputy Director of Economic Development, via email

DRAFT RESOLUTION

PROGRAM YEAR 42 ANNUAL ACTION PLAN

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOMELESS EMERGENCY SOLUTIONS GRANT PROGRAM
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM
HOME INVESTMENT PARTNERSHIP PROGRAM**

WHEREAS, the City of Bridgeport, Connecticut (the "City") is required to prepare and submit to the U.S. Department of Housing and Urban Development ("HUD") an *Annual Action Plan* which presents a vision statement of guidance, "to development viable urban neighborhoods through comprehensive funding of programs that have the largest benefit to the City, and aid in the provision of a suitable living environment and expanded economic opportunities principally for low- and moderate-income persons"; and

WHEREAS, the City of Bridgeport has developed a proposed *Program Year 42 ("PY 42") Annual Action Plan* and anticipates the following allocation of federal funds from the U.S. Department of Housing & Urban Development for FY 2016-2017.

Community Development Block Grant Program	\$2,761,302
Homeless Emergency Solutions Grant Program	\$251,907
HOPWA	\$795,325
HOME	\$818,451

WHEREAS, four public hearings have been tentatively scheduled, two for the Citizen's Union on May 11, and May 12, 2016 and two for the ECDE Committee of the City Council on May 24 and May 25, 2016. Once the Citizen's Union deliberates and votes on May 17th, 2016, the Draft Proposed Plan will be published on May 18th, 2016. That public comment period will end on June 18, 2016. Comments are expected to be received from the Greater Bridgeport Continuum of Care on the Draft Proposal Plan and will be shared with the Council as they become available; and

WHEREAS, the City Council of the City of Bridgeport accepts the *PY 42 Annual Action Plan* (as attached) as part of the City's *Five Year 2013-2018 Consolidated Housing and Community Development Plan* in order for the City to apply for, and receive funds under the following four formula grant programs: Community Development Block Grant ("CDBG") Program; HOME Investment Partnerships ("HOME") Program; the Homeless Emergency Solutions Grant ("HESG") Program and the Housing Opportunities for Persons with AIDS ("HOPWA") Program; and

Now, therefore be it

RESOLVED, that the Mayor of the City of Bridgeport, and/or the Chief Administrative Officer, and/or the Deputy Director of the Office of Planning and Economic Development, is/are hereby authorized and empowered to sign the required certifications and any necessary documents and/or agreements required by the Secretary of the U.S. Department of Housing and Urban Development to accept and execute the Community Block Grant Program, Homeless Emergency Solutions Grant Program, HOME Program, Housing Opportunities for Persons with AIDS Program and to present to HUD for approval.

PY 42 Funding Requests and Allocations
CDBG, HESG, HOPWA and HOME
FEBRUARY 2016

App.#	Agency Name	PY 42 Request	PY 41 Allocation	PY42 Citizen's Union Recommendation	PY42 City Council Recommendation
	Public Service				
68	Access Educational Services: STEM Projects	\$ 15,000.00	\$ 7,000.00		
37	Boys & Girls Club Orcutt After School	\$ 60,800.00	\$ 10,000.00		
2	Bridgeport Caribe Youth Leaders: Caribe Youth Leaders	\$ 50,000.00	\$ 25,000.00		
15	Bridgeport Neighborhood Trust - Foreclosure Prevention	\$ 20,000.00	\$ 9,300.00		
18	Bridgeport YMCA- South End Community Center: Program	\$ 20,000.00	\$ 7,375.00		
42	Center for Family Justice - Empowerment and Family Strengthening	\$ 25,000.00	\$ -		
28	Children In Placement: Court Appt Special Advocates	\$ 18,000.00	\$ 5,000.00		
C12	CoB: Department on Aging Programs	\$ 50,788.95	\$ 37,820.00		
C10	CoB: Social Services: East Side Senior Center RENTAL	\$ 40,000.00	\$ 40,000.00		
C11	CoB: Social Services: East Side Senior Center PROGRAM	\$ 5,000.00	\$ 5,000.00		
C9	CoB: Social Services: Utility Shut-Off Protection	\$ 15,000.00	\$ 15,000.00		
C1	CoB: Mayor's Conservation Corps	\$ 92,000.00	\$ 90,000.00		
C3	CoB: Department of Youth Services YSB Grant Match	\$ 43,500.00	\$ 43,500.00		
69	Cook and Grow	\$ 8,900.00	\$ -		
16	Council of Churches: Computer and Entrepreneurial Training	\$ 10,000.00	\$ 5,000.00		
32	Council of Churches: Farmers Market Collaborative	\$ 74,880.00	\$ 10,000.00		
31	Council of Churches: Salt of the Earth Enterprise Kitchens (SEEK)	\$ 76,250.00	\$ -		
44	Downtown Cabaret: Cabaret Children's Company	\$ 30,450.00	\$ 8,000.00		
70	East End Developers Youth Apprenticeship	\$ 126,000.00	\$ 30,000.00		
74	The Fitting Room: Educational Media	\$ 62,734.00	\$ -		
1	GBAPP: Housing for Success	\$ 33,280.00	\$ -		
59	Green Village Initiative Community Garden Program	\$ 26,050.00	\$ -		
66	Groundwork Bridgeport: East Side Park Activation	\$ 45,244.00	\$ -		
65	Groundwork Bridgeport: Green Team	\$ 42,010.00	\$ -		
49	Hall Neighborhood House: Anti-violence Rally for Youth	\$ 12,704.00	\$ -		
47	Hall Neighborhood House: Books in a Bag	\$ 14,936.00	\$ -		
48	Hall Neighborhood House: Ella Jackson-Senior Center	\$ 26,282.00	\$ 15,000.00		
29	Klein Memorial Auditorium Foundation: After School at the Klein (ASK)	\$ 49,770.00	\$ 5,000.00		
20	LifeBridge Community Services: WorkSkills Training and Employment	\$ 15,000.00	\$ 6,000.00		

PY 42 Funding Requests and Allocations
CDBG, HESG, HOPWA and HOME
FEBRUARY 2016

App.#	Agency Name	PY 42 Request	PY 41 Allocation	PY42 Citizen's Union Recommendation	PY42 City Council Recommendation
61	Marrakech Academy for Human Service Training	\$ 12,018.00	\$ -		
36	McGivney Community Center Youth Programming	\$ 15,000.00	\$ 7,000.00		
33	Neighborhood Studios: Saturday Studios	\$ 10,000.00	\$ 5,000.00		
12	Ralphola Taylor Community Center	\$ 20,000.00	\$ 10,000.00		
13	Ralphola Taylor Community Center: Staff Expansion	\$ 35,000.00	\$ -		
56	Reservoir NRZ Senior and Youth Programs	\$ 20,000.00	\$ 5,000.00		
30	Sickle Cell: Sickle Cell Outreach	\$ 67,593.00	\$ -		
19	Village Initiative Project: College Prep	\$ 25,000.00	\$ 8,000.00		
	Public Service Total Requests	\$ 1,314,189.95			
	Total Public Service Funds Available for Allocation *PS funds available are capped at 15% of total CDBG allocation	\$ 414,195.30			
	Public Facilities				
11	Alpha/YMCA: Jean Wallace Roof Replacement	\$ 40,000.00	\$ 30,000.00		
55	Black Rock NRZ	\$ 50,000.00	\$ 10,000.00		
38	Boys and Girls Club: Jerome Orcutt Rehabilitation	\$ 200,000.00	\$ 220,000.00		
71	Bridgeport Community Land Trust	\$ 9,500.00	\$ -		
26	Bridgeport Neighborhood Trust: West Side NRZ	\$ 50,000.00	\$ 10,000.00		
43	Cardinal Shehan Center Facility Upgrades	\$ 36,196.00	\$ 23,000.00		
3	Chemical Abuse Services Agency: Casa Hostos Windows/Doors	\$ 40,600.00	\$ 37,000.00		
4	Chemical Abuse Services Agency: Project Courage Roof/Gutters/Windows	\$ 38,850.00	\$ 37,000.00		
52	Church of Blessed Sacrament: Kitchen Renovation	\$ 50,000.00	\$ 25,000.00		
63	Church of God La Senda Antigua: East Main St. Streetscapes/Facades	\$ 50,000.00	\$ -		
C8	COB: Health & Social Services: Food Policy Council Healthy Corner Stores	\$ 20,000.00	\$ 20,000.00		
C13	COB: OPEP/ONR: Beauty Bridgeport	\$ 30,000.00	\$ 20,000.00		
64	COB: OPEP/ONR: East Side NRZ Anti-blight	\$ 30,000.00	\$ 10,000.00		
C4	COB: OPEP/ONR: Storefront Facade Program	\$ 50,000.00	\$ -		
C5	COB: Parks & Recreation: Tree Planting Program	\$ 75,000.00	\$ 75,000.00		
C6	COB: Parks & Recreation: Public Park Improvement- Seaside Park	\$ 125,000.00	\$ 100,000.00		
C14	COB: Public Facilities - Sidewalks, Block 406	\$ 74,600.00	\$ -		
39	Downtown Special Services District (DSSD): Phase III Open Space Beautification	\$ 30,000.00	\$ 22,000.00		

PY 42 Funding Requests and Allocations
 CDBG, HESG, HOPWA and HOME
 FEBRUARY 2016

App.#	Agency Name	PY 42 Request	PY 41 Allocation	PY42 Citizen's Union Recommendation	PY42 City Council Recommendation
27	GBAPP: Hollow NRZ	\$ 50,000.00	\$ 10,000.00		
60	Greater Bridgeport Community Enterprises (GBCE) Compactor	\$ 109,635.87	\$ -		
45	Hall Neighborhood House Security Door System	\$ 56,165.00	\$ 15,000.00		
46	Hall Neighborhood House: Around the Clock Daycare Security Project	\$ 25,275.00	\$ -		
73	HomeFront Housing Renovation	\$ 10,000.00	\$ -		
51	Liberation Program: Security System	\$ 29,888.00	\$ -		
21	LifeBridge: Parking Lot Renovation	\$ 130,221.00	\$ -		
35	McGivney: Security System Upgrade	\$ 15,000.00	\$ 25,000.00		
34	Neighborhood Studios: Thermostat/Heating System Upgrade	\$ 17,500.00	\$ -		
8	Recovery Network of Programs - Windows	\$ 30,550.00	\$ 24,950.00		
25	Trashbusters Inc.: Mill Hill NRZ	\$ 50,000.00	\$ 10,000.00		
	Public Facilities Total Requests	\$ 1,224,480.87			
	Public Facilities Funds Available for Allocation				
	Housing				
C2	CoB: Bridgeport Lead Free Families	\$ 25,000.00	\$ 25,000.00		
C17	CoB: OPED/HCD Homeowner Rehab				
C16	CoB:OPED/HCD Housing Delivery Costs	\$ 140,000.00	\$ 140,000.00		
23	Columbus Commons Condo Assoc. Siding Project	\$ 125,000.00	\$ 61,246.26		
75	Kennedy Center: Beacon Court Bathroom	\$ 19,900.00	\$ 33,900.00		
76	Kennedy Center: Carroll Apartments Energy Efficiency	\$ 39,000.00	\$ -		
77	Kennedy Center: Probus House Bathroom	\$ 24,500.00	\$ -		
54	Riverview Condo Association	\$ 187,000.00	\$ -		
22	Roberto Clemente Condo Association	\$ 103,300.00	\$ -		
67	Second Stone Ridge	\$ 27,649.42	\$ -		
24	Third Stone Ridge	\$ 35,000.00	\$ 28,000.00		
62	Unity Heights Paving Project	\$ 78,000			
	Housing Total Requests	\$ 804,349.42			
	Housing Funds Available for Allocation				

App.#	Agency Name	PY 42 Request	PY 41 Allocation	PY42 Citizen's Union Recommendation	PY42 City Council Recommendation
	Economic Development	\$ -			
	Total Public Facilities/Housing/Econ. Development Requested	\$ 2,028,830.29			
	Total Public Facilities/Housing/Econ. Development Available for Allocation	\$ 1,521,426.80			
	**Total Reprogramming Amount Available for PF/Housing (estimate)	\$ -			
	Planning/Administration				
C15	Administration	\$ 552,260.40	\$ 540,215.00		
	Planning/Administration Total Requests	\$ 552,260.40			
	Total Admin Funds Available for Allocation	\$ 552,260.40	\$ 565,215.00		
	Section 108	\$ 273,419.50			
	Total CDBG Requests (Including Section 108)	\$ 4,168,700.14			
	Total CDBG Funding Available for Allocations	\$ 2,761,302.00	\$ 2,761,302.00		
	Total Reprogramming Amount Available for Allocations (estimate)	\$ -	\$ -		
	Emergency Solutions Grant (ESG)				
	Street Outreach				
57	Bridgeport Tabernacle	\$ 25,800.00	\$ 1,500.00		
14	Helping Hands Outreach	\$ 25,000.00	\$ -		
72	St. John's Family Center	\$ 10,000.00			
	Total Street Outreach Requests Received	\$ 60,800.00			
	Emergency Shelter				
10	Alpha Community Services: Families in Transition	\$ 60,000.00	\$ 23,253.49		
	Total Emergency Shelter Requests Received	\$ 60,000.00			
	HMIS				

PY 42 Funding Requests and Allocations
 CDBG, HESG, HOPWA and HOME
 FEBRUARY 2016

App.#	Agency Name	PY 42 Request	PY 41 Allocation	PY42 Citizen's Union Recommendation	PY42 City Council Recommendation
58	CT Coalition: Homeless Mgmt Info Systems	\$ 30,601.00	\$ 22,000.00		
	Total HMIS Requests Received	\$ 30,601.00			
	Total SO/ES/HMIS Requests Received	\$ 151,401.00			
	SO/ES/HMIS Available (25% of total after admin)	\$ 58,253.49			
Homeless Prevention					
C7	CoB: Social Services: Emergency Rental Assistance	\$ 70,000.00	\$ 35,000.00		
40	ABCD: Emergency Energy Assistance	\$ 75,000.00	\$ 46,586.83		
41	ABCD: Emergency Rental Assistance	\$ 100,000.00	\$ 46,586.83		
	Total Homeless Prevention Requests Received	\$ 245,000.00			
Rapid Rehousing					
6	United Way of Coastal Fairfield County: Bridgeport Rapid Rehousing	\$ 80,000.00	\$ 46,586.83		
	Total Rapid Rehousing Requests Received	\$ 80,000.00			
	Total HP/RR Requests Received	\$ 325,000.00			
	HP/RR Available (75% of total after admin)	\$ 174,760.49			
C18	HESG Admin	\$ 18,893.03	\$ 18,090.00		
	Total HESG Admin Available	\$ 18,893.03			
	Total HESG Requests	\$ 495,294.03			
	Total HESG Funding Available for Allocations	\$ 251,907.00			
Housing Opportunities for People With HIV/AIDS (HOPWA)					
7	AIDS Project Greater Danbury	\$ 142,997.00	\$ 69,778.82		
5	Chemical Abuse Services Agency (CASA)	\$ 125,000.00	\$ 117,660.57		
9	Inspirica - Housing	\$ 196,861.00	\$ 148,445.57		

PY 42 Funding Requests and Allocations
 CDBG, HESG, HOPWA and HOME
 FEBRUARY 2016

App.#	Agency Name	PY 42 Request	PY 41 Allocation	PY42 Citizen's Union Recommendation	PY42 City Council Recommendation
17	Mid-Fairfield AIDS Project, Inc.	\$ 147,334.57	\$ 134,230.57		
50	Recovery Network of Programs	\$ 136,918.00	\$ 103,445.57		
53	Refocus Outreach Ministry	\$ 96,536.00	\$ 53,445.57		
C19	HOPWA Admin	\$ 23,859.75	\$ 24,093.00		
	Total HOPWA Requests	\$ 845,646.57			
	Total HOPWA Funding Available for Allocations	\$ 795,325.00			
	HOME Program				
	HOME Administration (10% of allocation)	\$ 81,845.10	\$ 88,145.00		
	Affordable Housing Development	\$ 736,605.90	\$ 793,307.00		
	HOME Program	\$ 818,451.00	\$ 881,452.00		



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

JOSEPH P. GANIM
Mayor

DAVID M. KOORIS
Director

**COMM. #97-15 Ref.d to ECD&E Committee
on 4/18/2016**

City Clerk
45 Lyons Terrace
Bridgeport, CT 06605

April 07, 2016

Re: Resolution Authorizing Disposition of City Owned Property to Abutter

Request for a Public Hearing Relative to the Same

Dear City Clerk:

Please find attached for your review and consideration a resolution authoring the disposition of two vacant City-owned properties (134 Logan Street, the "Property") by sale at fair market value to the abutting property owner. Please also find individual parcel locator maps and parcel data sheets for the Properties. Thank You.

Sincerely,


Max Perez

Senior Economic Development Associate

CC: Mayor Ganim
John Gomes, CAO
David Kooris, Director OPED
Atty. R. Liskov, City Attorney
B Coleman, Director, Neighborhood Development, OPED

***A Resolution Authorizing the Disposition of One City-Owned Property
By Sale to Abutter***

WHEREAS, over time by foreclosure and other conveyances, property comes to the ownership of the City of Bridgeport (the "City"), much of which is blighted and deteriorated or consist of vacant lot, non-buildable;

WHEREAS, the Bridgeport City Council has the legal authority to authorize the disposition of City-owned property; and

WHEREAS, that the property listed in this resolution (134 Logan Street, herein referred to as the "Property") have been approved for disposition by the City Planning and Zoning Commission and subsequently by the City Hall Committee; and

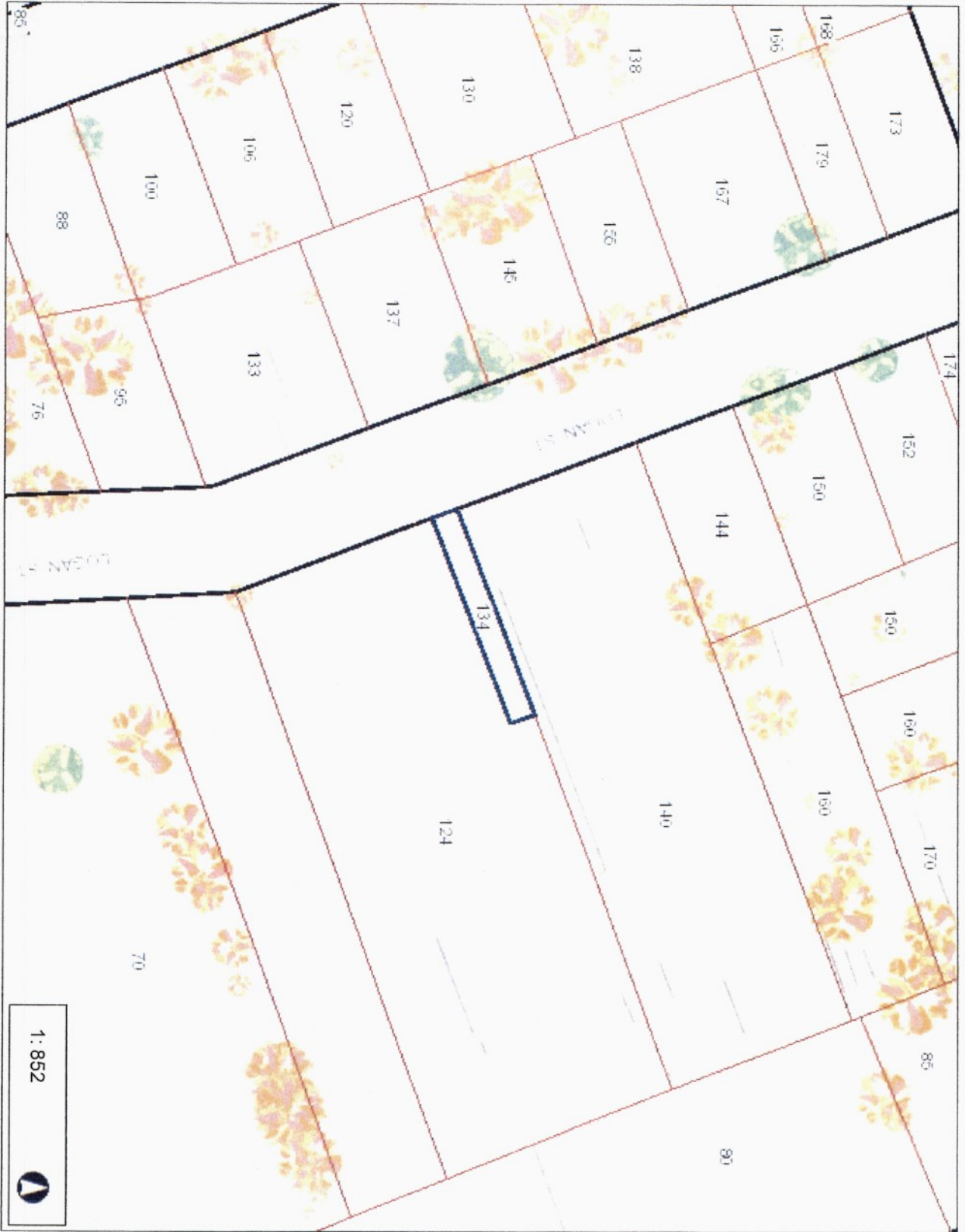
WHEREAS, the Property are small vacant lot, (134 Logan Street at 0.03 acres in size); and

WHEREAS, the Property is located directly adjacent to abutting properties owned by Connecticut Anodizing & Finishing Co (the "Abutter") which proposes to incorporate the Properties into a larger lot and

WHEREAS, it is in the City's best interest to encourage Economic Development and to create taxes; and

WHEREAS, the City will sell the Property to the Abutter for fair market value as determined by appraisal;

NOW THEREFORE BE IT RESOLVED, that the Director of OPED or his Designee is authorized to sell the Property at fair market value consistent with the purposes expressed in this resolution, and is further authorized to take all necessary actions and to do any and all necessary and appropriate things in furtherance of the objectives of this resolution.



Legend

- Property Lines
- <all other values>
- BlockLine
- Property Line
- Right of Way
- Parcel Label
- Parcels

1 : 852

141.9
0
70.97
141.9 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Created by Greater Bridgeport Regional Council

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



134 LOGAN ST

Location 134 LOGAN ST

Mblu 38/ 650/ 7/B /

Acct# EB-0011200

Owner BRIDGEPORT CITY OF

Assessment \$14,570

Appraisal \$20,820

PID 4342

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2015	\$1,800	\$19,020	\$20,820
Assessment			
Valuation Year	Improvements	Land	Total
2015	\$1,260	\$13,310	\$14,570

Owner of Record

Owner BRIDGEPORT CITY OF
Co-Owner
Address EXEMPT PARCEL N/A
 BRIDGEPORT, CT 00000

Sale Price \$0
Certificate
Book & Page 797/ 13
Sale Date 09/25/1942

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
BRIDGEPORT CITY OF	\$0		797/ 13	09/25/1942

Building Information

Building 1 : Section 1

Year Built:
Living Area: 0
Replacement Cost: \$0
Building Percent Good:
Replacement Cost Less Depreciation: \$0

Building Photo

Building Attributes	
Field	Description
Style	Vacant Land
Model	
Grade:	

PAV	Paving	CM	Com	1500 SF	\$1,800	1
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Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2014	\$1,800	\$32,600	\$34,400
2013	\$1,800	\$32,600	\$34,400
2012	\$1,800	\$32,600	\$34,400

Assessment			
Valuation Year	Improvements	Land	Total
2014	\$1,260	\$22,820	\$24,080
2013	\$1,260	\$22,820	\$24,080
2012	\$1,260	\$22,820	\$24,080

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APPRAISAL OF REAL PROPERTY

LOCATED AT:

134 Logan Street
N/A
Bridgeport, CT 06607

FOR:

City of Bridgeport
999 Broad Street, Bridgeport, CT

AS OF:

March 23, 2016

BY:

Daniel Conte
Baldwin Pearson & Company Inc.
10 Middle Street
Bridgeport, CT 06604

Baldwin Pearson & Company Inc.
10 Middle Street
Bridgeport, CT 06604

March 24, 2016

City of Bridgeport
999 Broad Street
Bridgeport, CT

Re: Property: 134 Logan St
Bridgeport, CT 06607
Client: N/A

In accordance with your request, we have performed an exterior/curbside observation of the above referenced property. The Appraisal Report is attached. **Extraordinary Assumptions** and a **Hypothetical Condition** was used in this assignment.

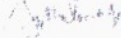
The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership as of **March 23, 2016**.

This report is based on a limited analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached. Based on additional considerations as outlined in the report, we have the estimated the value to be:

FIVE THOUSAND DOLLARS
(\$5,000.00)

Sincerely,



George M. Shawah, Jr., MAI
State of Connecticut
Certified General Appraiser RCG 557

LAND APPRAISAL REPORT

File No. N/A

Borrower N/A Census Tract 0744.00 Map Reference 38/650/7/B
 Property Address 134 Logan St
 City Bridgeport County Fairfield State CT Zip Code 06607
 Legal Description N/A
 Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ Exempt (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A
 Lender/Client City of Bridgeport Address 999 Broad Street, Bridgeport, CT
 Occupant Vacant Appraiser Daniel Conte Instructions to Appraiser Estimate Market Value

NEIGHBORHOOD

Location Urban Suburban Rural
 Built Up Over 75% 25% to 75% Under 25%
 Growth Rate Fully Dev. Rapid Steady Slow
 Property Values Increasing Stable Declining
 Demand/Supply Shortage In Balance Oversupply
 Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos.
 Present 10 % One-Unit 30 % 2-4 Unit 5 % Apts. 5 % Condo 5 % Commercial
 Land Use 35 % Industrial 5 % Vacant 5 % Other
 Change in Present Land Use Not Likely Likely (*) Taking Place (*)
 Predominant Occupancy Owner Tenant <10 % Vacant
 One-Unit Price Range \$ N/A to \$ N/A Predominant Value \$ N/A
 One-Unit Age Range N/A yrs. to N/A yrs. Predominant Age N/A yrs.
 Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The subject is situated in an industrial area of the City which has average appeal in the market. It is convenient to transportation routes as well as all required services.

Dimensions See Tax Map = 0.03 Acres Corner Lot
 Zoning Classification IL Industrial Present Improvements Do Do Not Conform to Zoning Regulations
 Highest and Best Use Present Use Other (specify) Improve as per regulations
 Elec. At Street OFF SITE IMPROVEMENTS
 Gas At Street Street Access Public Private
 Water At Street Surface Asphalt
 San. Sewer At Street Maintenance Public Private
 Underground Elect. & Tel. Storm Sewer Curb/Gutter
 Sidewalk Street Lights
 Topo Level
 Size 0.03 Acres
 Shape Rectangular
 View Neighborhood
 Drainage Appears Adequate
 Is the property located in a FEMA Special Flood Hazard Area? Yes No
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) See attached addenda.

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3			
Address	134 Logan St Bridgeport, CT 06607	1519 Seaview Avenue Bridgeport	1523-1525 Seaview Avenue Bridgeport	56 Miles Street Bridgeport			
Proximity to Subject		0.79 miles NW	0.80 miles NW	0.34 miles NE			
Sales Price	\$ N/A	\$ 25,000	\$ 10,500	\$ 25,000			
Price \$/SF	\$	\$ 6.4/sf	\$ 2.01/sf	\$ 5.22/sf			
Data Source(s)	TH/GIS/Observation	Pub Rec V:9321 P:198	Pub Rec/MLS V:8057 P:56	Pub Rec/Ext Insp V:7648 P:260			
ITEM	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
Date of Sale/Time Adj.	N/A	10/29/15		7/14/09	+14,500	10/5/07	
Location	Average	Average		Average		Average	
Site/View	0.03 Ac/Avg/Ind	0.09 Ac/Res/Ind	-5,000	0.12 Ac/Res/Ind	-5,000	0.11 Ac/Res/Ind	-5,000
Zone	IL	MU-IL		MU-IL		IL	
Site Utility/Appeal	Inferior	Superior	-15,000	Superior	-15,000	Superior	-15,000
Sales or Financing Concessions	N/A					N/A	
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -20,000		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -5,500		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -20,000	
Indicated Value of Subject		\$ 5,000		\$ 5,000		\$ 5,000	

Comments on Market Data See attached addenda.

Comments and Conditions of Appraisal See Addendum.

Final Reconciliation All weight was assigned to the Sales Comparison Approach to value. Income Approach and the Cost Approach were considered but not developed.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF March 23, 2016 TO BE \$ 5,000
 Appraiser Daniel Conte Supervisory Appraiser (if applicable) George M. Shawah, Jr., MAI
 Date of Signature and Report March 24, 2016 Date of Signature March 24, 2016
 Title _____ Title _____
 State Certification # Certified Residential RCR 131 ST CT State Certification # Certified General RCG 557 ST CT
 Or State License # _____ ST _____ Or State License # _____ ST _____
 Expiration Date of State Certification or License 4/30/2016 Expiration Date of State Certification or License 4/30/2016
 Date of Inspection (if applicable) March 23, 2016 Did Did Not Inspect Property Date of Inspection _____

Supplemental Addendum

File No. N/A

Client	City of Bridgeport		
Property Address	134 Logan St		
City	Bridgeport	County Fairfield	State CT Zip Code 06607
Client	City of Bridgeport		

• **Land : Market Data Comments**

The comparable sales are non conforming lots and based on setback requirements may allow for development. The subject lot is smaller than the zone permits and based on its size and required setback issues, it is unlikely that any structure would return enough value to the land to be considered reasonable. Parcels like these are typically purchased by adjacent property owners. An upward time adjustment was applied to sale 2. The 2009 market came to a grinding halt because of the overall economy. This sale is adjacent to Sale #1 and clearly shows support for the adjustment as they are almost identical with the exception of time. Percentage adjustments are not necessarily meaningful when there are limited available sales. They are primarily used in residential appraisal analysis.

Subject Comments:

An observation of the property as well as a review of the GIS map suggests that the property is being utilized by the adjacent property owner and who may in fact have claim to the property. The building was built in 1964 and has been in that ownership since that date.

This appraisal is based on a HYPOTHETICAL CONDITION that the City of Bridgeport owns said property. This condition is based on the fact that the legal description, the tax assessor's photograph of the property and the fact that the Tax Assessor's Field Card indicates that there was an inside inspection made on 10/22/1991 questions the actual location of the property as well as ownership. It appears that the subject parcel according to the GIS Map is part of the paved parking of a company known as CONN ANODIZING & FIN CO INC.. Based on the Hypothetical Condition, the appraiser is appraising the property based on the information provided by the Tax Assessor's site information as well as the GIS Map.

Comments

File No. N/A

Client	City of Bridgeport				
Property Address	134 Logan St				
City	Bridgeport	County	Fairfield	State	CT Zip Code 06607
Client	N/A				

Explanatory Comments**EXTRAORDINARY ASSUMPTION**

The appraiser is making an extraordinary assumption that the property being appraised is safe of any environmental/organic contaminants and that all information provided in this analysis is assumed to be accurate.

Comments Regarding the Subject

The subject lot is smaller than the zone permits and based on its size and required setback issues, it is unlikely that any structure would return enough value to the land to be considered reasonable.

USPAP Compliance

The appraiser has not provided any professional assistance within the last 3 years.

Subject Photographs

The appraiser viewed the property from the street as well as the parking area but was unable to determine the exact location of the subject. A Google Earth Photograph was used as it provided a better representation of the area. The street scene was taken by the appraiser.

FIRREA / USPAP ADDENDUM

Client City of Bridgeport
Property Address 134 Logan St
City Bridgeport County Fairfield State CT Zip Code 06607
Client City of Bridgeport
Purpose
Estimate Market Value

Scope
The appraiser relied on information from files maintained in the appraisers office, knowledge of the market, Town Hall records, electronic media and MLS data, client information which are assumed to be accurate. The appraiser analyzed not only current market conditions but also historical evidence. Sales that were considered appropriate comparables were further analyzed and the best sales were utilized in this appraisal report.

Intended Use / Intended User
The intended use of this appraisal report is to establish a value for sale. This appraisal report was prepared for Max Perez, City of Bridgeport, CT, the client referenced in the report and/or their assigns and is not intended for reliance by parties who as a matter of law or local custom may obtain a copy of said report.

History of Property
Current listing information: The property is not nor has it been listed

Prior sale: See addenda

Exposure Time / Marketing Time
Reasonable exposure time is estimated to be under 180 days at a use and value consistent with the findings in this report.

Personal (non-realty) Transfers
Personal property was not considered in the final value estimate for the subject.

Additional Comments

Certification Supplement
1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.
3. The appraiser represents that he has the experience, education and knowledge to properly complete this assignment.

Appraiser(s): Daniel Conte Supervisory Appraiser(s): George M. Shawah, Jr., MAI
Effective date / Report date: March 23, 2016/March 24, 2016 Effective date / Report date: March 23, 2016/March 24, 2016

PRIVACY NOTICE

Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

Types of Nonpublic Personal Information We Collect

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

Parties to Whom We Disclose Information

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

Confidentiality and Security

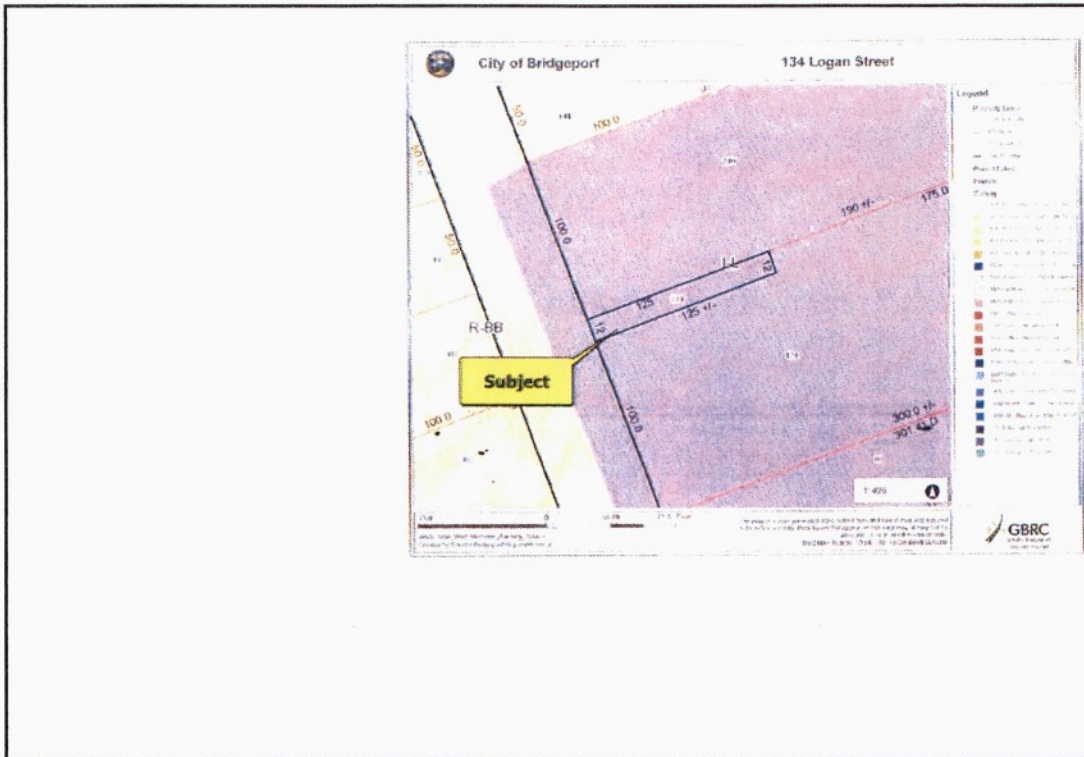
We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us at any time if you have any questions about the confidentiality of the information that you provide to us.

GIS Map

Client	City of Bridgeport						
Property Address	134 Logan St						
City	Bridgeport	County	Fairfield	State	CT	Zip Code	06607
Client	City of Bridgeport						

Assumed Accurate



Location Map

Client	City of Bridgeport		
Property Address	134 Logan St		
City	Bridgeport	County	Fairfield
State	CT	Zip Code	06607
Client	City of Bridgeport		

The location of the subject and comparables is based on a mapping program and is assumed to be accurate.



Flood Map

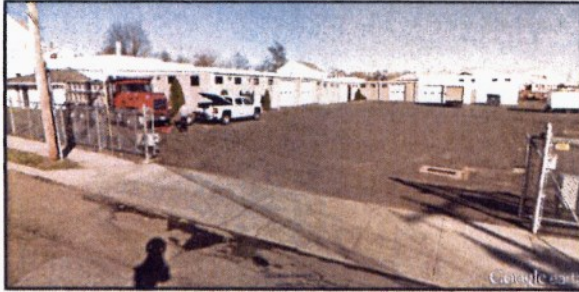
Client	City of Bridgeport				
Property Address	134 Logan St				
City	Bridgeport	County	Fairfield	State	CT Zip Code 06607
Client	City of Bridgeport				

The location of the subject is assumed to be accurate.



Subject Photo Page

Client	City of Bridgeport						
Property Address	134 Logan St						
City	Bridgeport	County	Fairfield	State	CT	Zip Code	06607
Client	N/A						



Subject Front

134 Logan Street

Subject Rear



Subject Street

Comparable Photo Page

Client	City of Bridgeport				
Property Address	134 Logan St				
City	Bridgeport	County	Fairfield	State	CT Zip Code 06607
Client	N/A				



Comparable 1

1519 Seaview Avenue

Tax Assessor's Photo



Comparable 2

1523-1525 Seaview Avenue

Tax Assessor's Photo



Comparable 3

56 Miles Street

Tax Assessor's Map

Assumptions, Limiting Conditions & Scope of Work

File No.: N/A

Property Address: 134 Logan St	City: Bridgeport	State: CT	Zip Code: 06607
Client: City of Bridgeport	Address: 999 Broad Street, Bridgeport, CT 06604		
Appraiser: Daniel Conte	Address: 10 Middle Street, Bridgeport, CT 06604		

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS— The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

— The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.

— If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

— The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

— The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

— The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

— The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

— An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

— The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.

— Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

In the development and reporting of the appraisal assignment, the appraiser utilized Extraordinary Assumptions and a Hypothetical Condition.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
R. Christopher Meyer

999 Broad Street
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSISTANT CITY ATTORNEYS
Edmund F. Schmidt
Eroll V. Skyers

ASSOCIATE CITY ATTORNEYS

Mark T. Anastasi
Gregory M. Conte
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



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

COMM. #98-15 ACCEPTED AND MADE PART OF THE RECORD
on 4/18/2016

April 12, 2016

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

RECEIVED
CITY ATTORNEY'S OFFICE
2016 APR 13 P 2:24
ATTEST
CITY CLERK

Re: **SETTLEMENT OF CLAIM**
RAFAEL FELICIANO V. THE CITY OF BRIDGEPORT

Dear Honorable Members:


The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$19,000.00 payable to Moss & Cirillo, Trustee for Rafael Feliciano. This action claims personal injuries suffered by Mr. Feliciano when, on August 21, 2013 at approximately 7:00 a.m., he was walking on a public sidewalk at 251 Poplar Street and fell due the collapse of a previous existing hole and a damaged sewer lateral. Mr. Feliciano suffered a meniscus tear to the right knee; right knee medial meniscectomy and chondroplasty; and arthroscopic knee surgery. His medical bills total \$26,000.00 and a PPD Rating is pending. All medical bills have been paid and lien by SSI disability. Trial is scheduled for May 16, 2016.

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 legal assistant,

Margo Litz, 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,

A handwritten signature in cursive script, appearing to read "R. Christopher Meyer".

R. Christopher Meyer
City Attorney

RCM/kr

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

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ASSISTANT CITY ATTORNEYS
Edmund F. Schmidt
Eroll V. Skyers

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

**Comm. #99-15 Ref'd to Joint Committees of
Miscellaneous Matters and Contracts
On 4/18/2016**

April 13, 2016

The Honorable City Council
of the City of Bridgeport
c/o Lydia Martinez, City Clerk
and Frances Ortiz, Asst. City Clerk
Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2016 APR 14 A 9:20

Re: Proposed Settlement of Lawsuit

Dear City Clerk & Asst. City Clerk:

The Office of the City Attorney respectfully recommends that all pending litigation between the Town of Trumbull / the WPCA of Trumbull and the WPCA for the City of Bridgeport / City of Bridgeport be resolved on settlement terms as have been agreed to between the parties, which this office believes to be in the best interests of Bridgeport and the Bridgeport WPCA.

This proposed settlement will resolve the outstanding disputes between the parties concerning the delivery to, treatment of, and billing for wastewater flow from the Town of Trumbull to the Bridgeport WPCA, its systems and facilities. Pursuant to Bridgeport Code of Ordinances, Sec. 13.04.620, ". . . All contracts and/or amendments to contracts between the WPCA and towns for sewage service executed after the effective date of the ordinance codified in this section shall also require the approval of the city council."

Since a primary element of this proposed litigation settlement provides for the parties entering into a certain successor Agreement to govern their contractual relationships regarding sewage wastewater treatment service to the Town of Trumbull, its WPCA and Trumbull sewer users by the Bridgeport WPCA - it is hereby respectfully **REQUESTED THAT THIS MATTER BE REFERRED TO A JOINT COMMITTEE COMPRISED OF THE MEMBERS OF BOTH THE COMMITTEE ON MISCELLANEOUS MATTERS AND THE COMMITTEE ON CONTRACTS.**

Anastasi to City Council
Re: Proposed Litigation Settlement
4/13/16
Page 2 of 2

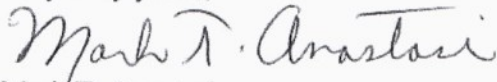
Kindly place this matter on the Agenda for the April 18, 2016 City Council meeting FOR REFERRAL TO THE JOINT COMMITTEE. I have consulted with Council President McCarthy who concurs with, and approves, this request.

Representatives of the City Attorney's Office and the Bridgeport WPCA office, along with other appropriate City staff, will be in attendance at the Joint Committee meeting to discuss this proposed settlement in Executive Session. **It is requested that the Joint Committee meet on either Wednesday, April 20th or Thursday, April 21st IF POSSIBLE to accommodate staff availability.**

As you may be aware from press reports, this proposed litigation settlement and associated contractual agreement has received formal approval from the Trumbull Town Council and the Trumbull WPCA.

Thank you for your assistance in this matter.

Very truly yours,



Mark T. Anastasi
Assoc. City Attorney

Cc: Joseph P. Ganim, Mayor
Thomas C. McCarthy, Council President
AmyMarie Vizzo-Paniccia, Co-Chair Misc. Matters Comm.
Richard D. Salter, Sr., Co-Chair, Misc. Matters Comm.
Jack Banta, Co-Chair, Contracts Comm.
Jeannette Herron, Co-Chair, Contracts Comm.
Daniel Roach, Chief of Staff
John Gomes, CAO
Kenneth Flatto, Finance Dir.
John Ricci, Public Facilities Dir.
Av Harris, Dir. of Communications
William Robinson, WPCA GM
Stephen Walker, WPCA Fin. Dir.
R. Christopher Meyer, City Attorney
Russell D. Liskov, Assoc. City Atty.
Glenn Santoro, Esq, Robinson & Cole
Christopher Hug, Esq., Robinson & Cole



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *64-15 Consent Calendar

A Resolution Authorizing the Disposition of City-Owned Property at 48 Trowel Street

WHEREAS, over time by foreclosure and other conveyances, property comes to the ownership of the City of Bridgeport (the "City"), much of which is blighted and deteriorated or consists of vacant lots, both buildable and non-buildable; and

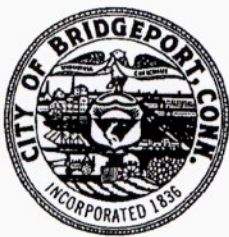
WHEREAS, the property listed in this resolution (48 Trowel Street, herein referred to as the "Property") has been approved for disposition by the City Planning and Zoning Commission and subsequently by the City Hall Committee; and

WHEREAS, the Property is approximately 12,000sf (3/10ths of an acre) in size and contains a 1500sf, one-story cinder block garage constructed in 1955, with the building in poor condition and in need of all major building systems (new roof, doors, HVAC, plumbing, new fencing); and

WHEREAS, the City's Office of Planning and Economic Development ("OPED") wishes to see the property improved as it has been vacant for some years and is not currently producing tax revenue, and is a blighting influence on an otherwise attractive residential area; and

WHEREAS, OPED recently commissioned and received an appraisal, dated February 13, 2016, establishing the fair market value of the Property at \$65,000 (sixty-five thousand dollars); and

WHEREAS, OPED believes it will be able to sell the Property in its "as-is, where-is" condition, at the fair market value price for its redevelopment and reuse in a manner consistent with its existing zoning approvals (which allow for indoor storage, office administrative use, and ancillary parking); Now, therefore be it



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on ECD and Environment
Item No. *64-15 Consent Calendar

-2-

RESOLVED, that provided that the Property shall not be used for the storage of firearms, explosives, or ammunitions, the Director of OPED or his Designee is authorized, pursuant to a public solicitation (such as a Request for Proposal or a Request for Expressions of Interest or a Request for Offers to Purchase), or pursuant to a public auction, or per sale to an abutting property owner, to sell the Property at fair market value consistent with the purposes expressed in this resolution, and is further authorized to take all necessary actions and to do any and all necessary and appropriate things in furtherance of the objectives of this resolution.

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

Milta I. Feliciano, D-137th, Co-Chair

M. Evette Brantley, D-132nd, Co-Chair

Mary McBride-Lee, D-135th

Michelle A. Lyons, D-134th

Aidee Nieves, D-137th

Eneida L. Martinez, D-139th

Jeanette Herron, D-133rd

City Council Date: April 18, 2016
Tabled & Ref'd back to Committee: April 18, 2016

48 TROWEL ST

Location 48 TROWEL ST

Mblu 30/ 614/ 7/ /

Acct# RW-0118980

Owner BRIDGEPORT CITY OF

Assessment \$115,250

Appraisal \$164,640

PID 3673

Building Count 2

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2014	\$46,950	\$117,690	\$164,640
Assessment			
Valuation Year	Improvements	Land	Total
2014	\$32,870	\$82,380	\$115,250

Owner of Record

Owner BRIDGEPORT CITY OF
Co-Owner
Address 45 LYON TER
 BRIDGEPORT, CT 06604

Sale Price \$0
Certificate
Book & Page 6961/ 209
Sale Date 05/10/2006

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
BRIDGEPORT CITY OF	\$0		6961/ 209	05/10/2006
OZINSKY ALTON	\$70,000		5572/ 304	11/20/2003
WILLIS SAMUEL	\$85,000		2856/ 212	11/29/1990

Building Information

Building 1 : Section 1

Year Built: 1955
Living Area: 1520
Replacement Cost: \$56,813
Building Percent 55
Good:
Replacement Cost
Less Depreciation: \$31,250

Building Photo

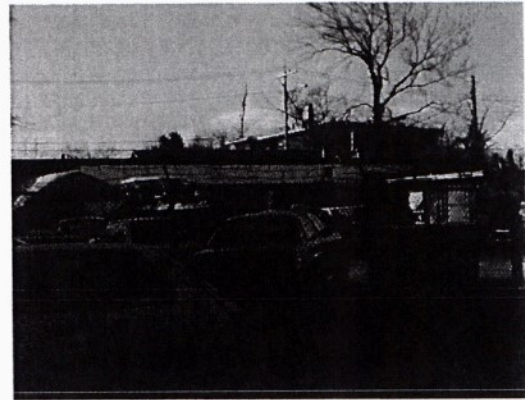
Building Attributes	
Field	Description
STYLE	Service Shop/Garage

MODEL	Svc Shp/Gar
Grade:	D-
Stories:	1
Occupancy:	1
Exterior Wall 1:	Concr/CinderBl
Exterior Wall 2:	
Roof Struct:	Flat
Roof Cover:	T+G/Rubber
Interior Wall 1:	Minim/Masonry
Interior Wall 2:	
Interior Floor 1:	Concr-Finished
Interior Floor 2:	
Heating Fuel:	None
Heating Type:	None
AC Type:	None
Bldg Use:	Mun Garage
Ttl Rooms:	
Ttl Bedrms:	00
Ttl Baths:	0
Ttl Half Baths:	0
Ttl Xtra Fix:	0
1st Floor Use:	
Heat/AC:	None
Frame Type:	Masonry
Baths/Plumbing:	Average
Ceiling/Wall:	None
Rooms/Prtns:	Average
Wall Height:	10
% Comn Wall:	

Building 2 : Section 1

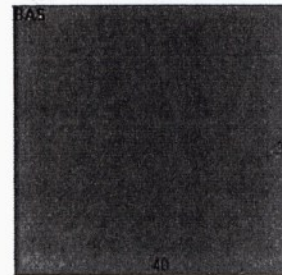
Year Built: 1955
Living Area: 456
Replacement Cost: \$17,140
Building Percent Good: 48
Replacement Cost Less Depreciation: \$8,230

Building Attributes : Bldg 2 of 2	
Field	Description
STYLE	Service Shop/Garage
MODEL	Svc Shp/Gar
Grade:	E
Stories:	1
Occupancy:	1



(<http://images.vgsi.com/photos/BridgeportCTPhotos/\00\00\37\38.JPG>)

Building Layout



Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1520	1520
		1520	1520

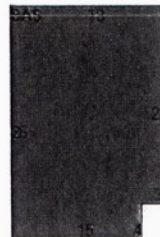
Building Photo



(<http://images.vgsi.com/photos/BridgeportCTPhotos/default.j>)

Exterior Wall 1:	Concr/CinderBl
Exterior Wall 2:	
Roof Struct:	Gable
Roof Cover:	Asphalt Shingl
Interior Wall 1:	Minim/Masonry
Interior Wall 2:	
Interior Floor 1:	Concr-Finished
Interior Floor 2:	
Heating Fuel:	None
Heating Type:	None
AC Type:	None
Bldg Use:	Mun Garage
Ttl Rooms:	
Ttl Bedrms:	00
Ttl Baths:	0
Ttl Half Baths:	0
Ttl Xtra Fix:	0
1st Floor Use:	
Heat/AC:	None
Frame Type:	Wood Frame
Baths/Plumbing:	Average
Ceiling/Wall:	None
Rooms/Prtns:	Average
Wall Height:	8
% Comn Wall:	

Building Layout



Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	456	456
		456	456

Extra Features

Extra Features		Legend
No Data for Extra Features		

Land

Land Use

Use Code 930
Description Mun Garage
Zone RBB
Neighborhood IC
Alt Land Appr Category No

Land Line Valuation

Size (Acres) 0.28
Frontage 0
Depth 0
Assessed Value \$82,380
Appraised Value \$117,690

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #

PAV1	Paving Asph			4000 SF	\$3,600	1
FN3	Fence, Vinyl	4	4 ft	221 LF	\$1,660	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2013	\$46,950	\$117,690	\$164,640
2012	\$46,950	\$117,690	\$164,640
2011	\$46,950	\$117,690	\$164,640

Assessment			
Valuation Year	Improvements	Land	Total
2013	\$32,870	\$82,380	\$115,250
2012	\$32,870	\$82,380	\$115,250
2011	\$32,870	\$82,380	\$115,250

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February 19, 2016

Max Perez
City of Bridgeport
999 Broad Street
Bridgeport CT 06604

Re: 48 Trowel Street

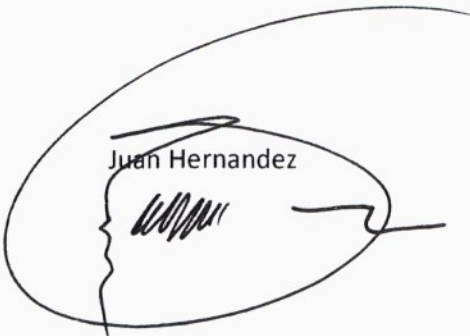
Dear Mr. Perez, thank you for taking the time to read this letter and considering my request to purchase the abandoned and foreclosed property at 48 Trowel Street, Bridgeport, CT. I own the properties in the East end I would like to offer \$65,000 Sixty Five Thousand Dollars Appraisal value cash on the property and have it fixed within 3-6 months so it is not a blight in the neighborhood and paying property taxes once again. I would like to purchase it with a free and clear title with no liens and/or back taxes owed.

As it is the property is unlivable and will need major renovations. Right now it is open and unlocked and the potential hazards are numerous. One being potential for fire due to the contents and someone going in and trying to start a fire. Squatters taking over and using it as shelter. Neighborhood kids have been known to run into the Building possibly injuring them self. Animals that already live there taking over creating numerous health hazards. I really do appreciate you considering my offer and again taking the time to read his letter.

My attorney who will handle the transaction if approved is:

Agustin Sevillano
1087 Broad, Bridgeport, CT 06604
Work: 203.366 0660

Juan Hernandez

A handwritten signature in black ink, appearing to be "Juan Hernandez", is written over a large, hand-drawn oval scribble. The signature is somewhat stylized and partially obscured by the scribble.

February 13, 2016

Mr. Juan Hernandez
585 East Main Street
Bridgeport, Connecticut 06608

Re: 48 Trowel Street
Bridgeport, Connecticut
City of Bridgeport
Appraisal of Land and Improvements

Dear Mr. Hernandez:

In accordance with your request, I have completed an appraisal of the above captioned property for the purpose of estimating the Market Value of the Fee Simple Estate as of February 5, 2016.

This appraisal will be used for the negotiation of a possible sale.

The intended user of this appraisal report is Mr. Juan Hernandez.

The property is improved with a vacant one story concrete block service shop/garage with a total gross area of approximately 2,840 square feet. The building has been vacant for many months, and is in poor condition.

The property is located on the East Side of Bridgeport in a mixed industrial/residential neighborhood.

The building was constructed in 1955.

The total land area is approximately 12,140 square feet or .278 acres.

The overall condition of the building based on an interior inspection is considered to be poor. The building is in need of all major building systems, including a roof, overhead doors, heat, electricity, bathrooms, a parking lot and new fencing.

As a result of my market research and the application of acceptable appraisal procedures, it is my opinion that the Market Value of the Fee Simple Estate of the subject property, as of February 5, 2016 based on an interior inspection is:

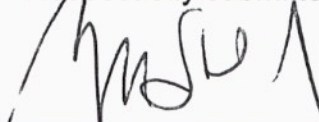
\$65,000
SIXTY FIVE THOUSAND DOLLARS

This report has been prepared in accordance with regulations for Appraisal Reports as set forth under Standards Rules 2-2 (a) of the Uniform Standards of Professional Appraisal Practice, as adopted by the Appraisal Institute. As such, it conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) and with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

The undersigned appraiser of this report has the experience and competency to complete this report in accordance with the competency provision in the USPAP.

Your attention is invited to the appraisal report which follows and to the photographs and maps which are also made a part of this report.

Respectfully submitted,

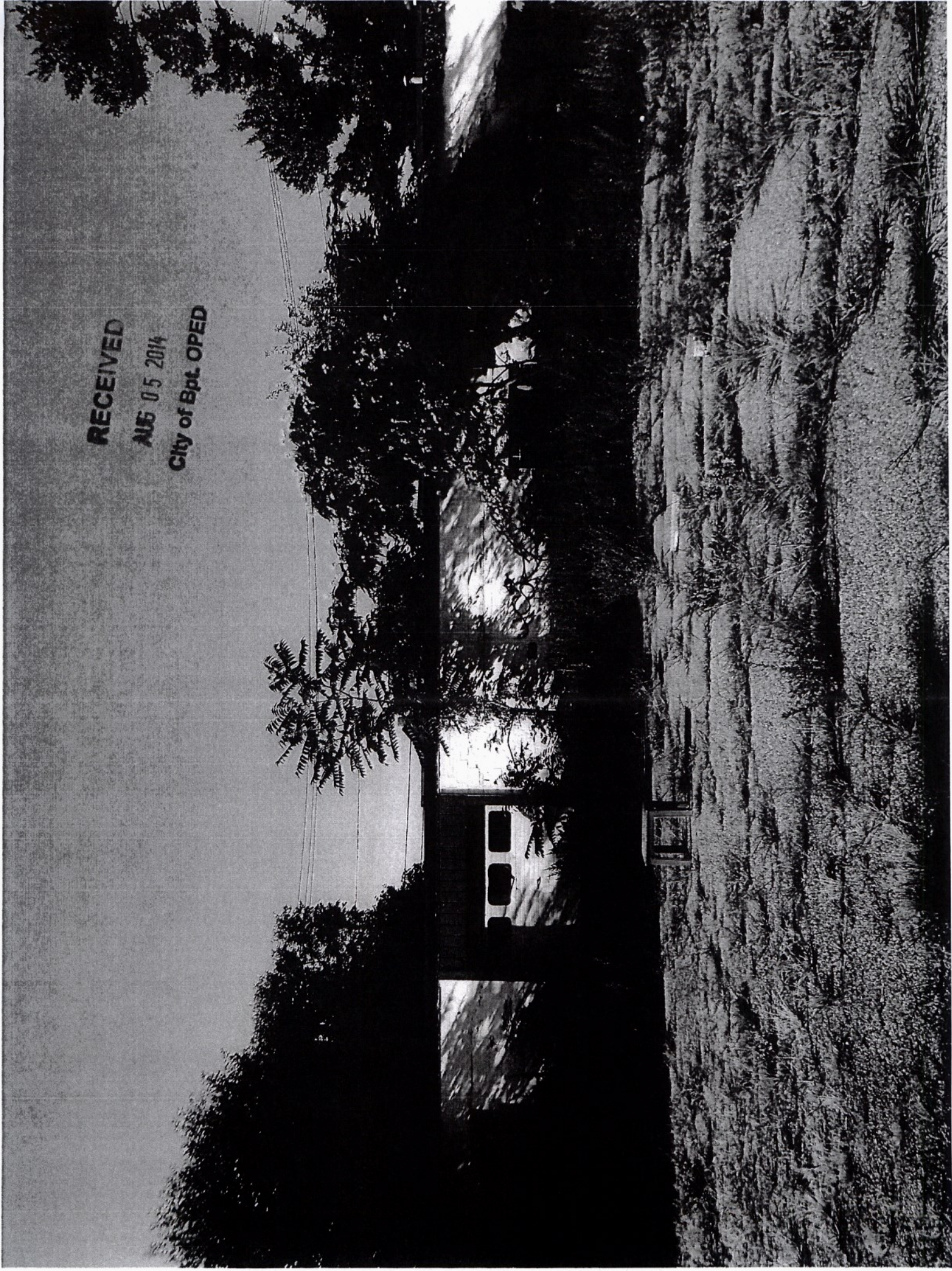


George M. Shawah, Jr., MAI
President

License #RCG-0000557

Expiration Date: April 30, 2016

RECEIVED
AUG 05 2014
City of Bpt. OPED





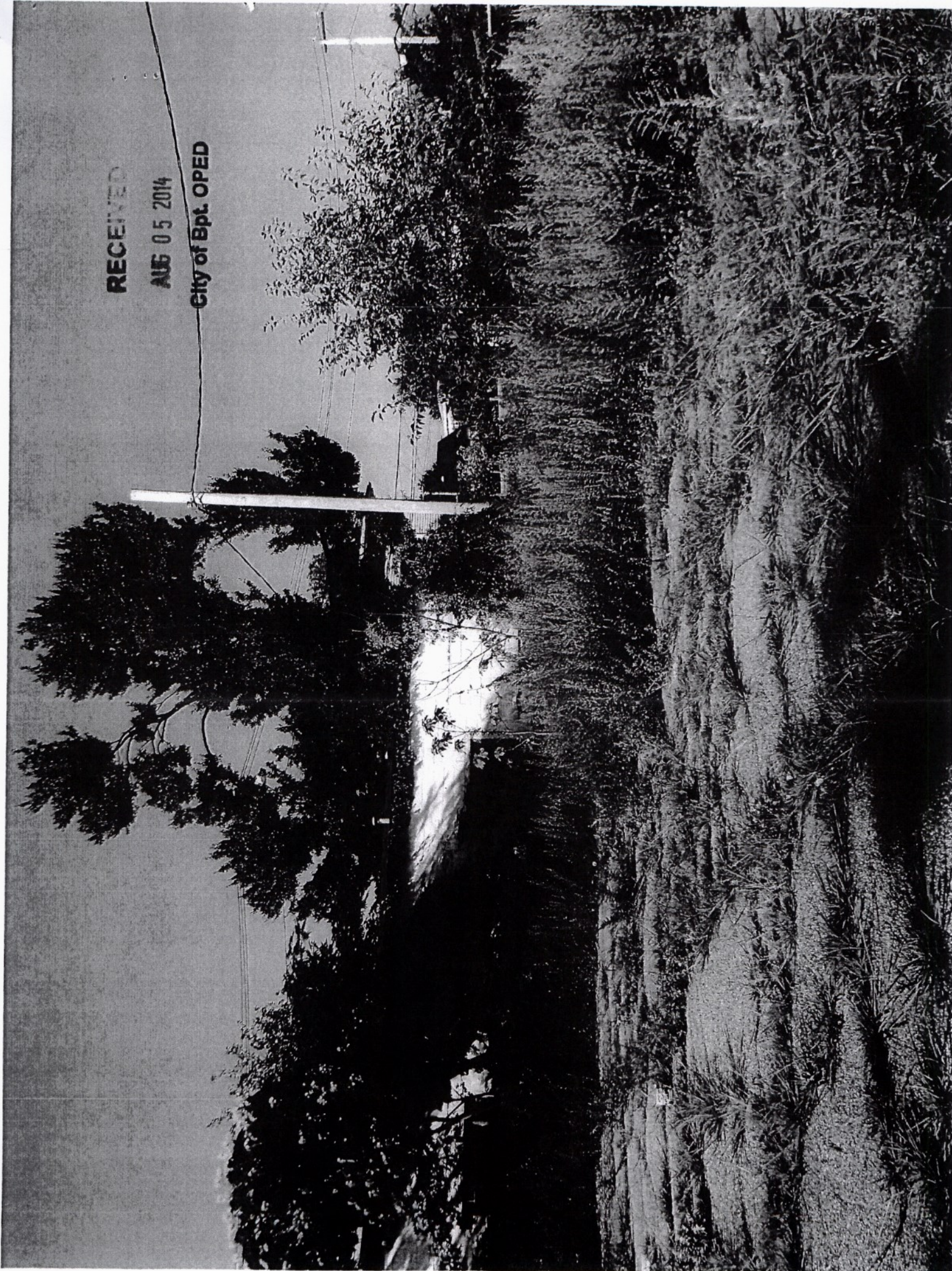
RECEIVED

City of Bpt. C

RECEIVED

AUG 05 2014

City of Bpt. OPED



Item# *66-15 Consent Calendar

Disposition of four City Owned properties located within the Seaview Avenue Industrial Park.



Report
of
Committee
on

CEA and Environment

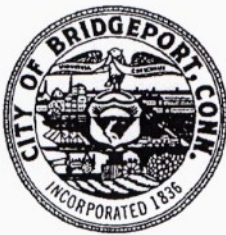
City Council Meeting Date: April 18, 2016

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph R. Garim
Joseph R. Garim, Mayor

Date Signed: 5/11/16

RECEIVED
CITY CLERK'S OFFICE
2016 MAY -2 P 3:31
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *66-15 Consent Calendar

A Resolution Authorizing the Disposition of Four Properties within the Seaview Avenue Industrial Park

WHEREAS, pursuant to a series of resolutions passed on 10/4/1999, 10/16/2000, 4/2/2001, and 6/21/2004 the Bridgeport City Council has authorized the following specific actions:

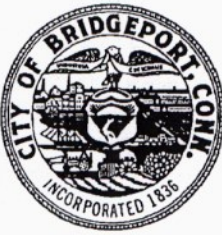
The Approval of the Municipal Development Plan for the East Side/East End Area in and around the area bounded by Seaview Avenue, Railroad Avenue, Bunnell Street and Williston Street (the "MDP");

The Designation of the Bridgeport Economic Development Corporation ("BEDCO") as the City's Development Agency for implementing all project activities within the MDP area, including the securing of funding, the planning and development of real property improvements, the acquisition and sale of real property for purposes of industrial and commercial retention and expansion, all in a manner consistent with Connecticut General Statutes Chapter 132 of Title 8 governing the implementation of Municipal Development Projects;

The Development of the Seaview Avenue Industrial Park (the "SAIP") as the central project activity within the MDP Area, with the specific goal of fostering commercial and industrial growth within the MDP;

The Discontinuance of streets within the MDP in support of the development of the SAIP; and

WHEREAS in accordance with guidance from the City Attorney's Office, and in furtherance of the stated purposes of the MDP and in response to specific business growth opportunities relevant to Rotair Industries as an anchor company within the SAIP, BEDCO has requested that the City's Office of Planning and Economic Development ("OPED") seek City Council authorization to allow BEDCO to sell the following 4 (four) properties:



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **ECD and Environment**

Item No. *66-15 Consent Calendar

-2-

- 397-403 Bunnell Street;
- 447-449 Bunnell Street;
- 455-457 Bunnell Street;
- 461-463 Bunnell Street; (the "Properties"); and

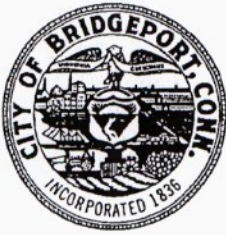
WHEREAS, pursuant to its role as the City's Development Agent for the MPD, BEDCO has previously acquired and taken title to the Properties; and

WHEREAS the Properties are currently vacant, comprise approximately 19,368 square feet (or approximately 4/10ths of an acre) of property in total, and are proposed for sale at the appraisal-derived price of \$67,778, with the proceeds from such sale to remain with BEDCO in support of its continued activities in implementing the MDP and the SAIP, all as governed by State of Connecticut Department of Economic Development Assistance Agreements and Budgets relevant to the use of sales proceeds, and all as consistent with BEDCO's obligations as the City's Designated Development Agent for the MDP; and

WHEREAS, the City's Office of Planning and Economic Development ("OPED") wishes to see the Properties move into private ownership and become tax-producing, and further wishes to see the Properties improved, and further wishes to support Rotair Industries' plans to utilize the land for employee and company parking as well as for potential expansion space; Now, therefore be it

RESOLVED, that the Mayor or the Director of OPED or his Designee is authorized, in a manner consistent with the purposes expressed in this resolution, to take all necessary actions and to do any and all necessary and appropriate things in furtherance of the objectives of this resolution; and be it further

RESOLVED that BEDCO is authorized as the City's Development Agency for the MDP to sell the Properties in a manner consistent with the purposes expressed in this resolution.



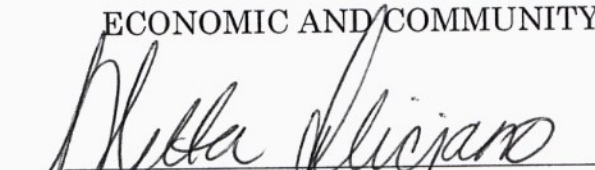
City of Bridgeport, Connecticut

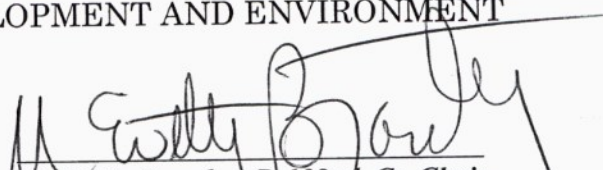
Office of the City Clerk


Report of Committee on **ECD and Environment**
Item No. *66-15 Consent Calendar

-3-

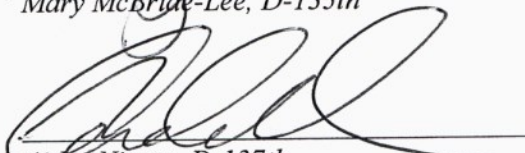
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT

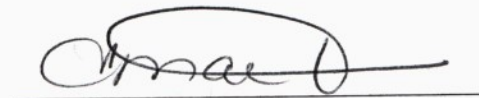

Milla I. Feliciano, D-137th, Co-Chair

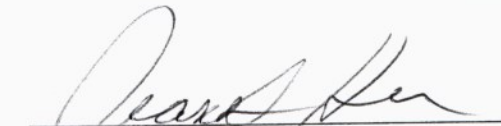

M. Evette Brantley, D-132nd, Co-Chair


Mary McBride-Lee, D-135th


Michelle A. Lyons, D-134th


Aidee Nieves, D-137th


Eneida L. Martinez, D-139th


Jeanette Herron, D-133rd

City Council Date: April 18, 2016



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *90-15 (Ref. #55-14 & 29-15) Consent Calendar

CITY OF BRIDGEPORT CONNECTICUT

WHEREAS, Crescent Crossings Phase 1B (the "Project"), to be located at or near 252 Hallett Street (the "Property"), is the second phase in a multi-phased development for the Property, the first phase of which is currently funded and under construction; and

WHEREAS, the Project represents an approximately \$33 million investment in the new construction of 84 units of mixed-income rental housing, including 66 LIHTC eligible affordable housing units including up to, but not more than 28 units (1/3 of the total) of public housing replacement units from Marina Village; and

WHEREAS, Crescent Crossings 1B, LLC, as directed by Connecticut Community Renewal Associates, LLC, is the "Developer" of the Project; and

WHEREAS, there are site work and site costs related to clean up of the site, flood protection elevation of the site, and foundational capping required to protect from flooding, radon and other conditions; and

WHEREAS, the construction financing and permanent financing for the Project in the approximate amount of \$33 million are anticipated to come from a variety of sources including Private Mortgage Financing, Federal LIHTC, State of Connecticut Department of Housing CHAMP Funds, State of Connecticut CDBG-DR Funds, Developer Equity and US Department of HUD Home Funding; and

WHEREAS, the City of Bridgeport (the "City") seeks approval to invest approximately \$1.95 million in capital improvements related to the Project, \$700,000 of which is expected to be included in the City's 2016-2017 Capital Plan; and

WHEREAS, the City Council of the City of Bridgeport (the "City Council") has previously adopted the City's 2015-2016 Capital Plan (the "2015-2016 Capital Plan"); and

WHEREAS, the City Council has determined it to be in the best interest of the City to add an additional capital plan authorization in the amount of \$1,250,000 for capital projects more particularly listed on Exhibit A attached hereto to the City's 2015-2016 Capital Plan; and now therefore, be it

RESOLVED, that the City's 2015-2016 Capital Plan, as adopted by the City Council, is hereby amended to incorporate the Project as set forth herein; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **ECD and Environment**

Item No. *90-15 (Ref. #55-14 & 29-15) Consent Calendar

-2-

RESOLVED, that the Property and the Project shall be fully taxable and pay all taxes due at all times; and

RESOLVED, that, apart from and in addition to the Marina Village Replacement Units, the Project shall dedicate at least 3 (three) of the most affordable units for Veterans housing; and

RESOLVED, that the Developer shall not sell the Project to a tax-exempt entity unless and until such entity enters into a written agreement with the City providing that it shall agree to pay the full taxes due on the Property and the Project; and

RESOLVED, that in bidding and awarding contracts relevant to both the hard and soft costs of the Project, the Developer shall comply with City Ordinance Chapter 13.12.130, "Minority Business Enterprise Program," with specific references to the goals established therein with respect to the utilization of Minority-Owned Businesses, Women-Owned Businesses, African-American-Owned Businesses, and Small Local Bridgeport-Based Businesses; and

RESOLVED, that having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the appropriation of the amounts necessary to fund those certain capital improvement projects set forth on Exhibit A attached hereto and made part hereof (the "Projects") in a principal amount not to exceed \$1,250,000 and the issuance of general obligation bonds secured by the City's full faith and credit (the "Bonds"), in a principal amount not to exceed \$1,250,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Projects; and (ii) financing such additional costs and expenses in the amount not to exceed ten percent (10%) of such authorization, as the Mayor, the Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes; and

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **ECD and Environment**

Item No. *90-15 (Ref. #55-14 & 29-15) Consent Calendar

-3-

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

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 Bonds are issued pursuant to such Indenture that all or a portion of the City's property taxes shall be paid to the Trustee and be held in trust for the benefit of the holders of the Bonds as provided in Chapter 117 and other Chapters of the Connecticut General Statutes and (ii) the terms on which any payments or reserves securing the payment of the Bonds will be paid, and the terms of any reserve or other fund for the benefit of the 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 in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and

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

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 Bonds including the terms of any reserve that might be established as authorized herein and whether any of the 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 necessary or advisable in the best interests of the City by such Officials in order to issue, sell and deliver the Bonds; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **ECD and Environment**
Item No. *90-15 (Ref. #55-14 & 29-15) Consent Calendar

-4-

RESOLVED, that the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and any other appropriate agreements and the Officials deem necessary, appropriate or desirable to the restructuring of the City's debt of which the 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

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

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

Exhibit A

<u>Project Description</u>	<u>Pending Authorization</u>
<i><u>Land Mgmt./Acquisition</u></i>	
Crescent Crossings Phase 1B	<u>\$1,250,000</u>
TOTAL	<u>\$1,250,000</u>

BE IT FURTHER RESOLVED, The ECD&E Committee on April 6, 2016 (Special Meeting) approved the Crescent Crossings Phase 1B project with the following two part motions as follows:

- 1). First Part – approval and favorable report back to the full council of Item# 90-15 by ECDE Committee.
- 2). Second Part – referral by ECDE Committee of the associated bonding and capital plan amendments to the Budget and Appropriations Committee.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on **ECD and Environment**

Item No. *90-15 (Ref. #55-14 & 29-15) Consent Calendar

-5-

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

Milta I. Feliciano, D-137th, Co-Chair

M. Evette Brantley, D-132nd, Co-Chair

Mary McBride-Lee, D-135th

Michelle A. Lyons, D-134th

Aidee Nieves, D-137th

Eneida L. Martinez, D-139th

Jeanette Herron, D-133rd

City Council Date: April 18, 2016

Item# *29-15 Consent Calendar

Resolution Approving FY 2016 General Obligation Bonds / Bond Refunding and Bond Issuance.



**Report
of
Committee
on**

Budget & Appropriations

Submitted: January 19, 2016

Adopted: _____

Attest: Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim, Mayor



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

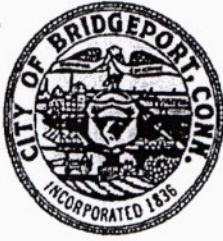
The Committee on Budget and Appropriations begs leave to report; and recommends for adoption the following resolution:

Item No. *29-15 Consent Calendar

APPROVAL OF GENERAL OBLIGATION BONDS To Refund Certain General Obligation Bonds and To Fund Certain Capital Improvement Projects

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 \$110,000,000.00 (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 \$58,450,000 General Obligation Bonds, 2001 Series C (Tax-Exempt), the City's \$75,415,000 General Obligation Refunding Bonds, 2002 Series A, the City's \$28,630,000 General Obligation Bonds, 2003 Series A (Tax-Exempt), the City's \$26,880,000 General Obligation Bonds, 2004 Series A (Tax-Exempt), 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") 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 the 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, investment 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 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 or each year that the Refunding Bonds are outstanding, for the payment of 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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations

Item No. *29-15 Consent Calendar

-2-

BE IT FURTHER 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 (the "City Council") hereby approves the appropriation of the amounts necessary to fund those certain capital improvement projects set forth on Exhibit A attached hereto and made part hereof (the "Projects") in a principal amount not to exceed \$6,750,000 and the issuance of general obligation bonds secured by the City's full faith and credit (the "Bonds"), in a principal amount not to exceed \$6,750,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Projects; and (ii) financing such additional costs and expenses in the amount not to exceed ten percent (10%) of such authorization, as the Mayor, the Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes; and

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

BE IT FURTHER RESOLVED, that the City Council authorizes and approves that the Bonds and 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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations

Item No. *29-15 Consent Calendar

-3-

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 Bonds and 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 Bonds and 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 Bond and 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 in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Bonds or 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 issue of 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 issue of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Bonds or 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 Bonds and the Refunding Bonds including the terms of any reserve that might be established as authorized herein and whether any of the Bonds and 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 necessary or advisable in the best interests of the City by such Officials in order to issue, sell and deliver the Bonds and the Refunding Bonds; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations

Item No. *29-15 Consent Calendar

-4-

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 or 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 hereto; and

BE IT FURTHER RESOVLED, that the City Council hereby authorizes the Officials in connection with the issuance of the Bonds and 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 and the Officials deem necessary, appropriate or desirable to the restructuring of the City's debt of which the Bonds and 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 Bonds and 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 Bonds and the Refunding Bonds may be by facsimiles of such signatures printed on the Bonds and the Refunding Bonds, and each of such Officers and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the officials in connection with the issuance of Bonds and the Refunding Bonds and to allocate any unused bond proceeds, consistent with the applicable tax and other laws, as deemed to be necessary or advisable in the best interests of the City by the Officials.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations

Item No. *29-15 Consent Calendar

-5-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

Denese Taylor-Moye, D-131st, Co-Chair

Scott Burns, D-130th, Co-Chair

M. Evette Brantley, D-132nd

Amy Marie Vizzo-Pauliccia, D-134th

Anthony P. Paoletto, D-138th

Aidee Nieves, D-137th

Jose R. Casco, D-136th

City Council Date: January 19, 2016

SCHEDULE A
2015-16 NEW

PROJECT DESCRIPTION	AUTHORIZATION REQUEST
<u>PUBLIC FACILITIES</u>	
MUNI Bldg HVAC/Heat/Elect/Facilities	500,000
Roadway Paving/Culverts/Intersections	1,500,000
Public Facilities Equip (Sanitation Trucks)	<u>500,000</u>
Public Facilities Total	\$2,500,000
<u>FIRE DEPARTMENT</u>	
Fire Apparatus Replacement (Ladder)	950,000
Technology Enhancements/System Impvts.	<u>300,000</u>
Fire Department Total	\$1,250,000
<u>ECONOMIC DEVELOPMENT</u>	
Land Mgmt./Acquisition	500,000
Blight removal/demo clean up	<u>250,000</u>
Economic Development Total	\$ 750,000
<u>POLICE DEPARTMENT</u>	
Police Fleet Upgrade	2,000,000
Police Equipment/Tech	<u>250,000</u>
Police Department Total	\$ 2,250,000
GRAND TOTAL	\$ 6,750,000

***Item #55-14 Consent Calendar**

Five-Year Capital Plan (CP) for Fiscal Years 2016-2020.



**Report
of
Committee
on**

Budget & Appropriations

Submitted: MAY 4, 2015

Adopted: _____

Attest: _____

Fleeta C. Hudson
Fleeta C. Hudson, City Clerk

Approved by: _____

Bill Finch, Mayor



City of Bridgeport, Connecticut

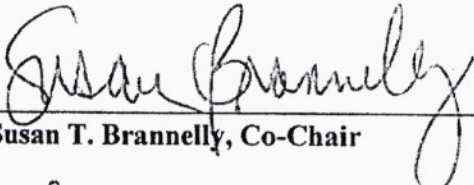
To the City Council of the City of Bridgeport:

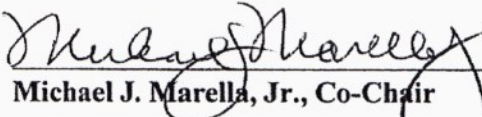
The Committee on **Budget and Appropriations** begs leave to report; and recommends for adoption the following resolution:

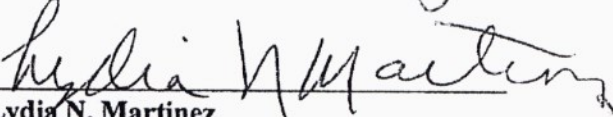
***55-14 Consent Calendar**

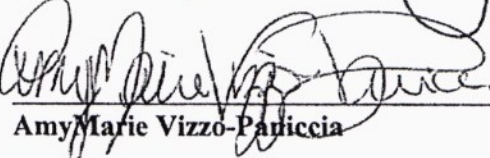
RESOLVED, That the City's 2016-2020 Capital Plan as amended by the Budget and Appropriations Committee on (April 30, 2015) be, and the same hereby is, adopted in accordance with the **Exhibit** attached hereto.

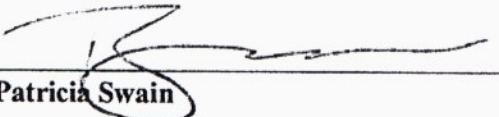
Respectfully submitted,
**THE COMMITTEE ON BUDGET
AND APPROPRIATIONS**


Susan T. Brannelly, Co-Chair

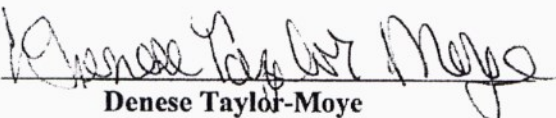

Michael J. Marella, Jr., Co-Chair


Lydia N. Martinez


Amy Marie Vizzo-Paniccia


Patricia Swain

Howard Austin, Sr.


Denese Taylor-Moye

City Council Date: May 4, 2015

Fiscal Year 2016-2020
BAC AMENDED

Ex 2015-4-29-3

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2015 MAY - 1 P 11:10
City Capital Section

PROJECT DESCRIPTION	FY 2016 Capital Plan ADOPTED	FY 2017 Capital Plan PROPOSED	FY 2018 Capital Plan PROPOSED	FY 2019 Capital Plan PROPOSED	FY 2020 Capital Plan PROPOSED	TOTAL Capital Plan 2016-2020
Board of Education						
BOE maintenance Projects/HVAC	785,000					785,000
BOE Asbestos Removal	250,000					250,000
School Roof Projects	6,104,000					6,104,000
BOE Bassick High School Heating System	6,000,000					6,000,000
Facilities Equipment	100,000					100,000
BOE Classroom Computers	1,500,000	1,500,000	1,500,000			4,500,000
Maintenance Vehicles	135,000					135,000
District Wide Energy Conservation	820,000					820,000
TOTAL BOE	15,694,000	1,500,000	1,500,000			18,694,000
Economic Development						
Downtown Capital Improvements	1,000,000					1,000,000
City Wide Waterfront Development	1,500,000					1,500,000
Land management / Acquisition	1,500,000					1,500,000
Blight Removal / Demolition Clean Up	1,000,000	1,000,000	1,000,000			3,000,000
TOTAL OPED	5,000,000	1,000,000	1,000,000			7,000,000
Public Facilities						
Roadway Paving, Culverts, Intersections	3,500,000	2,500,000	2,500,000	2,500,000	2,500,000	13,500,000
City / Neighborhood Beautification	500,000	500,000	500,000	500,000		2,000,000
Public Facilities Equipment	2,000,000	2,250,000	2,250,000	2,250,000	2,750,000	11,500,000
Muni Bldg. HVAC / Heating / Elec / Facilities	500,000	500,000	500,000	500,000		2,000,000
City Wide Building & Security Improvements	750,000	250,000	250,000	250,000		1,500,000
Facilities Assessments / Planning Studies	500,000	500,000	250,000	250,000		1,500,000
Energy Conservation / Conversion Program	250,000	200,000	200,000		200,000	1,050,000
HarborYard Ballpark Upgrades	250,000	250,000				500,000
FAA AARF Index rapid response fire truck	450,000					450,000
Various Airport Improvement Projects	1,650,000		100,000	100,000		1,850,000
Parks Maintenance Equipment	200,000	200,000	100,000	150,000		650,000
Various Park Improvement Projects	800,000	1,500,000	1,500,000			3,800,000
Pleasure Beach Water and Park Accessibility		5,000,000				5,000,000
TOTAL PUBLIC FACILITIES	11,350,000	13,650,000	8,150,000	6,700,000	5,450,000	45,300,000
Other Departments						
Police Fleet Upgrade	2,000,000	2,000,000	2,000,000			6,000,000
Police Equipment / Technology	3,275,000	1,000,000	1,000,000	1,000,000		6,275,000
Fire Apparatus Replacement Program/Vehicles	2,750,000	1,453,000	695,000	1,400,000	1,300,000	7,598,000
Technology Enhancements / Systems Improvement	500,000	300,000	250,000	250,000		1,300,000
WPCA Capital Improvements	640,000	855,000	820,000	860,000		3,175,000
Library Capital (conjunction with Master Plan)	2,250,000					2,250,000
Public Safety Communications Modifications	320,000					320,000
IT Telephony & Computer Replacement Program	500,000	500,000	500,000	500,000		2,000,000
TOTAL OTHER	12,235,000	6,108,000	5,265,000	4,010,000	1,300,000	28,918,000
TOTAL ALL DEPARTMENTS	44,279,000	22,258,000	15,915,000	10,710,000	6,750,000	99,912,000

BRIDGEPORT LIBRARY

DATE: March 2, 2015
TO: Bill Finch, Mayor
FROM: Scott A. Hughes, City Librarian
RE: Capital Request
Mayor,

In partial fulfillment of Bridgeport Public Library's citywide library facilities master plan, the following capital funding with the Bridgeport Public Library is being requested at this time.

We are requesting the following:

- Architectural study of replacing existing stacks at Burroughs into functional public space - \$250,000
- Fit out and furnishings for New Branch (Upper East Side) - \$1,000,000
- Fit out and furnishings for New Branch (Lower East Side) - \$1,000,000

Total Request - \$2,250,000

We are in the process of sending copies of the facilities master plan to all city department heads from the Office of the City Librarian.

Please feel free to contact me if you have any questions at 203.673.8950. Thank you in advance for your anticipated cooperation.

CC: Board of Directors
Tom Sherwood, Office of Policy Management

RECEIVED
CITY CLERK'S OFFICE
2015 MAY -1 P 1:11
ATTEST
CITY CLERK

Item# *54-15 Consent Calendar

Assignment of Tax Liens for the Fiscal Year 2016.



Report
of
Committee
on

Contracts

City Council Meeting Date: April 18, 2016

Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: 5/1/16

RECEIVED
CITY CLERK'S OFFICE
2016 MAY -2 P 3:31
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *54-15 Consent Calendar

BE IT RESOLVED, That pursuant to C.G.S. Section 12-195h, The City Council of the City of Bridgeport authorize and approve the assignment for consideration of any or all tax liens by the Tax Collector to secure unpaid taxes on real property as provided under the provision of Chapter 206 of the Connecticut General Statutes.

BE IT FURTHER RESOLVED, That pursuant to Connecticut General Statutes, including sections 7-148 and 12-195h, the City Council of the City of Bridgeport hereby authorized the Mayor of the City of Bridgeport to negotiate, enter into and execute any and all agreements as are reasonably necessary to effectuate the assignment of real property tax liens in form and substance satisfactory to the Mayor, the Director of Finance, the Tax Collector and the City Attorney.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

Jack O. Banta, D-131st, Co-Chair

Jeanette Herron, D-133rd, Co-Chair

Milta I. Feliciano, D-137th

Richard D. Salter, Sr., D-135th

James Holloway, D-139th

Alfredo Castillo, D-136th

Anthony R. Paoletto, D-138th

City Council Date: April 18, 2016

Item# *75-15 Consent Calendar

Professional Services Agreement with Beacon Retiree
Benefit Group, LLC.



Report
of
Committee
on
Contracts

City Council Meeting Date: April 18, 2016

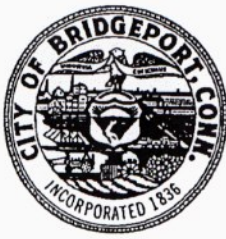
Attest: Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed: 5/11/16

RECEIVED
CITY CLERK'S OFFICE
2016 MAY -2 P 3:31

ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

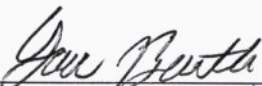
To the City Council of the City of Bridgeport.

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

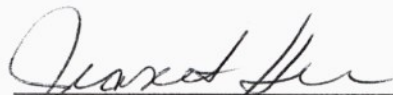
Item No. *75-15 Consent Calendar

RESOLVED, That the attached Professional Services Agreement between the City of Bridgeport and Beacon Retiree Benefits Group, LLC, be and it hereby is, in all respects, approved, ratified and confirmed.

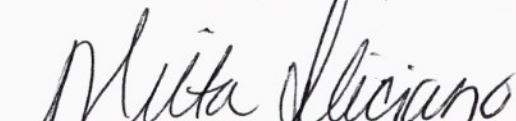
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS




Jack O. Banta, D-131st, Co-Chair



Jeanette Herron, D-133rd, Co-Chair

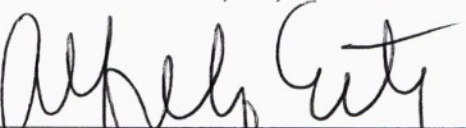


Milta I. Feliciano, D-137th

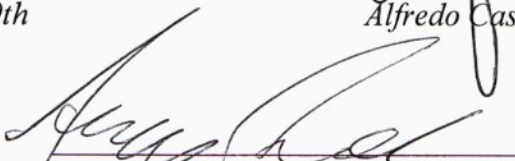


Richard D. Salter, Sr., D-135th

James Holloway, D-139th



Alfredo Castillo, D-136th



Anthony R. Paoletto, D-138th

City Council Date: April 18, 2016

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated as of _____, 2016 (the "Agreement") is hereby entered into between **Beacon Retiree Benefits Group LLC**, with offices at 710 Main Street, Suite #10, Plantsville, CT 06479 (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 professional services for the purpose of providing brokerage, consulting, enrollment and call center services for Medicare-eligible retired employees enrolled in the City's Medicare Supplement and prescription drug programs in accordance with the terms and conditions set forth herein ("**Services**");

WHEREAS the City published a Request For Proposals, entitled "Medicare Plans Broker/Consultant/Call Center and Enrollment Administrator (Bid Number: BFB706168) dated July 19, 2015" ("**RFP**"), which is incorporated as part of this Agreement as if fully set forth herein;

WHEREAS the City selected the Consultant as a result of the RFP process based upon the Consultant's proposal entitled "Medicare Plans Broker/Consultant/Call Center & Enrollment Administrator—Group Retiree Medical & Prescription Benefit Programs" (undated) submitted in response to the RFP ("**Proposal**"), which is incorporated as part of this Agreement as if fully set forth herein;

WHEREAS the Consultant agrees to supply the Services as required and set forth in the RFP and the Proposal on the terms and conditions contained herein in a manner approved 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 whereby the Consultant will perform the Services identified specifically in Section II of the RFP and those Services identified in the Proposal and will deliver written reports, analyses and recommendations as required or requested by the City.

2. Term of Engagement. This Agreement shall commence on the date set forth in a written notice to proceed given to the Consultant and shall continue in full force and effect for approximately three (3) years until (a) the Services are completed according to this Agreement, (b) the earlier termination of this Agreement as provided herein, or (c) the expiration of such three-year period, whichever first occurs (the "**Term**"). The parties may mutually agree to extend

the Term for additional one (1) year periods. Termination shall have no effect on the City's obligation to pay for services rendered for work that has been completed in accordance with this Agreement and which was accepted in due course by the City.

3. Nature of Engagement. The Consultant is being hired on a fixed cost per member per month to render the Services as more particularly set forth in "Section IX. Fees" contained in the Proposal.

4. Price & Payment.

(a) Price. The fee of \$13/per month/per member ("**Fee**") is fixed for the entire Term and is inclusive of all general overhead, expenses, costs and profit earned by the Consultant under this Agreement. The Fee is allocated \$10/per month/per member for medical Services and \$3/per month/per member for prescription Services. The medical allocation of the Fee is based upon an employee census kept by the insurance carrier multiplied by \$10/per month/per member. The prescription allocation of the Fee is based upon a current, updated list assembled by the Consultant every month multiplied by \$3/per month/per member.

(b) Invoices. The Fee for all Services or portions thereof that are performed shall be invoiced monthly based on the calculations performed under paragraph (a) above.

(c) Payment. Payment shall be made within **forty-five (45)** days after receipt of the Consultant's invoice for completed Services. The City reserves the right to set off against any amounts owed to the Consultant any sums owed to the City by Consultant.

(d) Out-of-Pocket Costs; Taxes. All out-of-pocket costs, expenses, taxes and other amounts are included in the Fee. The City is not obligated to pay certain sales, use, gross receipts taxes, ad valorem or other taxes with respect to the Services rendered by the Consultant and the Consultant shall not invoice the City therefor. To the extent that the Consultant purchases items in connection with the rendering of Services that are taxed, it can obtain tax-exempt certificates from the City's Purchasing Department.

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. It is not expected that the results of Services provided under this Agreement will be of a nature suitable for testing. If otherwise, the parties shall mutually agree on reasonable testing procedures to determine whether the particular information supplied substantially complies with the applicable requirements of this Agreement.

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than certain reports, analyses or written recommendations (the "**Work Product**"). Nevertheless, the City shall own all right, title and interest in such Work Product to the extent such materials provide analyses, findings, recommendations or designs uniquely related to the project described in the Services. The Consultant expressly acknowledges and agrees that the Work Product constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, 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 the Work Product. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of the Work Product in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing the Work Product 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, without limitation, source code and design materials for Work Product and other 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, or (iii) information received by a party from a third party who was free to disclose it.

(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 due diligence and care. 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. Non-Circumvention. [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 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 qualified, trained personnel to perform the work required.

(b) The Consultant represents that its Fee was prepared using its best efforts and past experience in light of the facts and circumstances available to it prior to the date of this Agreement.

(c) The Consultant represents that it can complete the Services promptly and within a reasonable time after a task is requested by the City.

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

(e) 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.

(f) 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 written consent.

(g) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of federal or state laws arising directly or indirectly from its business operations that resulted in the imposition of a monetary fine, injunction, criminal conviction or other 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 work under this Agreement.

(h) The Consultant represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of such work

in accordance with the terms of this Agreement.

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

(j) The Consultant represents and warrants that the performance of the Services (including Work Product) 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; (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 and modify the Fee based upon the reduction of Services.

(k) 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.

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 at law or in 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.

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:

Benefits Manager
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

with a copy to:

City Attorney
Office of the City Attorney
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604

If to the Consultant:

Chief Executive Officer
Beacon Retiree Benefits Group, Inc
710 Main Street, Suite 10

Plantsville, CT 06479

13. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term ("**Term of Engagement**") 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-business-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, however, upon giving written notice of termination, the City shall be obligated to pay the Fee to the Consultant for all Services adequately performed pursuant to this Agreement up to the date of termination, which amount shall be payable within thirty (30) days after the date 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, shall be resolved by a court of competent jurisdiction located in Fairfield County, Connecticut.

15. Independent Contractor 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) 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, but only to the extent caused by, 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. This provision shall survive termination or expiration of the Agreement. Insurance requirements:

(b) 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 Moody's or Best's financial rating acceptable to the City.

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

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

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

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

(b) General requirements. All policies shall include the following provisions, some of which is required to be evidenced by policy endorsement:

Cancellation notice—The City shall be entitled to receive pursuant to a **policy endorsement** from the insurance carriers not less than 30 days' written notice of cancellation or non-renewal to be given to the City at: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, 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 **by policy endorsement** 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 Best's or Moody's 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
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, Connecticut 06604

18. Communications. All communications shall be made orally or in writing with the Office of the City Attorney, or its attorney designee so long as such communications preserve the attorney/client privilege. Any written report requested from the Consultant and intended to be publicly distributed shall be sent in draft form to the Office of the City Attorney for review prior to finalization. Any oral report made to a party other than a representative of the Office of the City Attorney shall be made in the presence of a staff member of the Office of the City Attorney, or its attorney designee.

18. 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 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 of Work, and may result in the need to adjust the Fee 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) Council Approval Required. This Agreement shall be binding after

approval by the Bridgeport City Council and delivery of a fully-executed original thereof to the Consultant.

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:
duly-authorized

Consultant

By: _____
Name:
Title:
duly-authorized