

AGENDA

CITY COUNCIL MEETING

MONDAY, JUNE 4, 2018

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation: Commemorating the 25th Anniversary of Michele and Enrique 'Rick' Torre's Harborview Market.

City Council Citation: Commemorating the 25th Anniversary of Michele and Enrique 'Rick' Torre's Harborview Market.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: April 16, 2018 and April 25, 2018 (Special Meeting)

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 114-17** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Armando Gonzalez, **ACCEPTED AND MADE PART OF THE RECORD.**
- 115-17** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Twila Williams, Adm. Estate, referred to Miscellaneous Matters Committee.
- 116-17** Communication from OPED re: (Ref. #186-15 & 187-15) Proposed Professional Services Agreement with WXY Architecture + Urban Design for the implementation of Various Downtown Capital Plan Improvements, referred to Contracts Committee.

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

- 111-17** Resolution presented by Council Member(s): Langan & Brown re: Proposed request that a stop sign be placed at the intersection of Linwood Avenue and Laurel Avenue, referred to Board of Police Commissioners.
- 112-17** Resolution presented by Council Member(s): Valle & Nieves re: Proposed request for the installation of appropriate signage on Boston Avenue and Brooks Street to the St. John Community Church warning pet owners to clean up pet waste properly or face a \$150 fine as stated under ordinance section 6.04.040, referred to Board of Police Commissioners.

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

- 113-17** Resolution presented by Council Member: Langan re: Proposed resolution concerning a review of the Community Environmental Benefits Agreement (CEBA), referred to Economic and Community Development and Environment Committee.
- 117-17** Resolution presented by Council Member(s): Brown, Langan, Nieves, Martinez, Spain, McCarthy, Jackson, Valle, C. Smith & Herron re: Proposed resolution requesting the creation of an Ordinance for the Establishment of the Bridgeport "Percent for Art" Development Program, referred to Ordinance Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *77-17** Economic and Community Development and Environment Committee Report re: (Ref. #396-93; 130-95; 279-98; 154-13 & 168-14) Amendment #6 to the West End Municipal Development Plan and Authorizing the Transfer and Redevelopment of 340 Cherry Street and 1565 Railroad Avenue.
- *78-17** Miscellaneous Matters Committee Report re: Resolution requesting the State and Congressional Delegation to support and establish anti-corruption legislation regarding corruption in the city.
- *90-17** Miscellaneous Matters Committee Report re: Appointment of Edward J. McLaine (R) to the Zoning Board of Appeals.
- *92-17** Miscellaneous Matters Committee Report re: Appointment of Martha Santiago (D) to the Board of Park Commissioners.
- *93-17** Miscellaneous Matters Committee Report re: Appointment of Osiba A. Nelson (D) to the Water Pollution Control Authority Commission.
- *94-17** Miscellaneous Matters Committee Report re: Appointment of Nina Thomas (D) to the Water Pollution Control Authority Commission.
- *95-17** Miscellaneous Matters Committee Report re: Appointment of Cynthia Hayes (D) to the Water Pollution Control Authority Commission.
- *100-17** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Paul Percudani.
- *110-17** Miscellaneous Matters Committee Report re: Workers' Compensation Settlement/Stipulate Award in the matter of claimant LaFlamme.

MATTERS TO BE ACTED UPON:

- 91-17** Miscellaneous Matters Committee Report re: Appointment of Wayne A. Mazzoni (D) to the Zoning Board of Appeals.

MATTERS TO BE ACTED UPON CONTINUED:

- 80-17** Joint Committee on Contracts and Public Safety and Transportation Report re: Request by the Fire Department Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Robert Whitbread** having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.
- 81-17** Joint Committee on Contracts and Public Safety and Transportation Report re: Request by the Fire Department Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Daniel Magri** having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.
- 82-17** Joint Committee on Contracts and Public Safety and Transportation Report re: Request by the Fire Department Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Kevin Higgins** having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.
- 83-17** Joint Committee on Contracts and Public Safety and Transportation Report re: Request by the Fire Department Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Clayton Jurgens** having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.
- 96-17** Joint Committee on Contracts and Public Safety and Transportation Report re: Request by the Fire Department Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Francisco Rivera** having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.
- 97-17** Joint Committee on Contracts and Public Safety and Transportation Report re: Request by the Fire Department Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Peter Mosley** having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 4, 2018 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

Operating Budget Approved for 2019.

Gemeem Davis
1115 Main Street
Bridgeport, CT 06604

Anti-Corruption Resolution.

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

FOI Complaint.

Chris Taylor
155 Davenport Street
Bridgeport, CT 06607

Educational Matters.

Christine Matthews-Connor
105 Linwood Avenue
Bridgeport, CT 06605

Metro North, Street Repairs, Animal Control, Cleaning Bridgeport etc.

**CITY COUNCIL MEETING
PUBLIC SPEAKING
MONDAY, JUNE 4, 2018
6:30 PM
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT**

Council President Nieves called the Public Speaking session to order at 6:44 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

- 130th District: Christina Smith, Pete Spain
- 131st District: Jack Banta
- 132nd District: Marcus Brown, Kyle Langan
- 133rd District: Thomas McCarthy, Jeanette Herron
- 134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
- 135th District: Rosalina Roman-Christy
- 136th District: Alfredo Castillo, Maria Zambrano Viggiano
- 137th District: Aidee Nieves, Maria Valle
- 138th District: Karen Jackson, Nessah Smith
- 139th District: Ernest Newton, Eneida Martinez

RECEIVED
CITY CLERKS OFFICE
18 JUN -8 PM 2: 29
ATTEST
CITY CLERK

A quorum was present. Council President Nieves announced that Council Member Taylor-Moye and Council Member McBride-Lee were not present due to illness.

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SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Operating Budget Approved
for 2019.

Council members, City neighbors and friends, (June 4, 2018)

Thanks to those among you who are willing to ask questions and wait for answers...sometimes.....somehow.....with accuracy.....and hopefully timely.

I asked a question over a year ago wondering why in the five years to 2017, the print shop made \$800,000 of purchases over and above what the finance report shows. We

assumed that outside revenues were meaningful. For the 2017-18 year, Mr. Flatto entered a \$10,000 revenue assumption. Big difference between \$160,000 per year and \$10,000 but have you looked at his reporting. For July 2017 almost \$7,000 and no print shop revenue since then? Do you trust Ken's numbers? If you don't thoroughly have confidence in them, what will you tell your constituents?

Part of my point last year is that print shops in this region do not feature benefits like the City offers employees. Healthcare expense reimbursements? Lifetime healthcare? Defined benefit pension plan? Perhaps we should outsource this City function and see if there is a savings of at least \$150,000 to \$200,000 ANNUALLY?

Do you have time to conduct such a study? Probably not, even if you had such an interest? But shouldn't we invest in seeing if there may be a better way of affording services and supplies? How might you do that? Hire a staff person with financial and accounting expertise. If he or she is with you during the year, their value at budget time becomes more valuable, because they will know the big numbers and City practices better. You have room in your Legislative budget to make that happen if you have the will power. Who else will do the work if you do not? Imagine if Council members found ways to cut expenses and taxes other than in budget sessions? Photo-ops for sure!!

Nearly two years ago the City started spending \$24,000 per year for a program that the State also uses to let voters see how funds are spent. How is it working locally? How many hits do you count for a month or a year? Is it necessary or valuable? What about putting the monthly reports out on Finance and/or OPM Department sites and let the public download to their hearts content? What would Ed Adams think of such an open and accountable measure that carries no added expense? What is the current excuse for not letting the public see the numbers?

Tonight there is language proposing an Ordinance to create (and at some later date likely fund) our Other Postretirement Employee Benefits (OPEB). Why do we continue lifetime healthcare benefit funding? This big expense to taxpayers is when the employees are long gone? How do we stop this pattern and get a grip on what Labor Relations is proposing in our technologically changing times? Does that discussion need to wait for the Mayor to return attention to Bridgeport? Does it mean that the faces of the politically appointed need to be back at their desks from vacations or time spent petition gathering?

And what level of stewardship does the City exercise over property it receives. It bothered me that the former Black Rock Bank and Trust building on the corner of Brewster and Fairfield Avenue purchased from a non-profit more than ten years ago for about \$640,000, held for years and most recently sold for an adaptive reuse with commercial and residential spots for maybe \$300,000? Look at it today, but remember how much money taxpayers lost in buying high and selling low, plus forfeiting rents.

This morning I visited property at 347 Wilmot Avenue in the East End. The City got the house through a WPCA foreclosure action. Fire, vandalism, chimney disrepair, and overall blight are the most obvious issues. But aside from the land value, what has

happened to the two family house value while in City ownership? Where is a list of such properties? Who is in charge? OPED placed a net bra on the Main Street theater properties within the past couple years for in excess of \$100,000. Why own lesser properties if we cannot care for them? Who will look into this? Questions beget questions, but good questions beget solutions. Time will tell.

Gemeem Davis
1115 Main Street
Bridgeport, CT 06604

Anti-Corruption Resolution.

Ms. Gemeem Davis, the Bridgeport Generation Now/Bridgeport United Against Corruption Chair, came forward and thanked Council Members Spain, Council Member Martinez, and the other Council Members for their leadership in promoting this anti-corruption resolution. Ms. Davis then read the following resolution into the record:

Whereas, corruption is defined as "the abuse of the public office for personal gain"; and,

Whereas, the City of Bridgeport has a well-documented history of corruption, which has led to mistrust among and between citizens, residents, civic and community leaders, and elected and appointed officials; and,

Whereas, we are deeply committed to upholding our state Clean Elections program and our local Ethics Ordinance; and

Whereas we know that within the public lies the true power and future of our city; and therefore, whatever trust the public places in its officials must be respected; and,

Whereas, an elected legislator casts his or her vote as "a trustee of the public, not as a prerogative of personal or partisan power;" (public servant) and,

Whereas, we are continuing to chart a new course for our city, grounded in a vision to reestablish trust and mutual respect with the people of Bridgeport to foster healthy community and diverse civic engagement; and,

Whereas, we defined good governance as the process for making and implementing decisions on behalf of the public trust; that is accountable, transparent, follows the rule of law, is responsive, equitable and inclusive, efficient and effective, and participatory; that restores and builds trust, honesty, and a collective vision for a people united by a common (and statute) law; and,

Whereas, the operation of good governance requires that public officials and employees be independent, impartial, and accountable to the people; that the City of Bridgeport conducts open and fair elections, free from partisan influence; that the government decisions and policy be made in the best interest of the community and government; that public office not be used for personal gain; that officials and employees not be duly or in

appropriately influenced by those they regulate or by those who seek special benefits from the City of Bridgeport; and that the public have confidence in the integrity and transparency of its government; and

Whereas, we desire to establish as a position of the City of Bridgeport that stringent, new electoral reforms and anti-corruption laws for politicians, lobbyists, and outside groups such as SuperPACs, are necessary in order to protect and promote the First Amendment free speech rights of all citizens, regardless of political party, wealth, business or labor affiliation, and to foster ordinary legal permanent residents as the most important stakeholders in government instead of major donors or organizations; and,

Whereas, limits on contributions to political candidates at the federal level are justified by the need to reduce the potential for undue influence and the appearance of impropriety; and,

Whereas, precedent suggest that restrictions on official actions taken by legislators in situations in which there may be conflicts of interest do not constitute restrictions on the First Amendment free speech rights of legislators; and,

Whereas, closing "the revolving door," where elected representatives and administrative staff accept jobs that give the appearance of impropriety, whether through a political party or through a lobbying firm, which further deteriorates the public's trust; and,

Whereas, substantial sums of money are spent in elections yet there is no public disclosure of private interests, including campaign donations received; and,

Whereas, the City of Bridgeport joins with other communities in the united states in seeking limits and full transparency of political money and influence as necessary for the growth of an educated, engaged, and informed electorate.

Now, therefore, be it resolved that it is the position of the City of Bridgeport that we denounce corruption in all its forms, in all levels of our government, commit to the values of good governance and to uphold clean elections and our Ethics ordinance, and that stringent, new electoral forms and anti-corruption laws be passed by the State of Connecticut and the U. S. Congress, including to the extent permitted by law to enact legislation that prohibits candidates from taking campaign money from interests they regulate and from lobbyists; puts limits on PACs and other groups; increases transparency for campaign funding; stops elected representatives and senior staff from negotiating jobs while in office and bars them from all lobbying activity for three years once they leave office; and strengthens federal agencies to enforce the rules against candidates and identified groups defined in such legislation from violating the proposed laws.

Be it further resolved that the City of Bridgeport respectfully urges the state and the congressional delegation to support and introduce anticorruption legislation to the state and federal House and Senate addressing the issues herein described.

Ms. Davis concluded her remarks by stating that real action against corruption by State Representative Steve Straffstrom and other Bridgeport representatives. She then asked the Council to approve Item 78-17.

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

FOI Complaint.

Mr. Cecil Young came forward and said that he commended the previous speaker. He said that the City needs a press that actually reports when citizens have hard stories to tell. He said that he has been coming to the Council for many years with no result.

Without giving the people hope, the young people will not think that anyone cares. He spoke about four Bridgeport youth, one of which went to jail and the other three who were under 16, who had carjacked someone.

Mr. Young said that people will not go downtown if they feel that they have to rush around because they might get a ticket.

Mr. Young then spoke about the Labor Relations Director who turned over some documents and needs to be exposed because she has lied. He said that he deserves to be respected. He said Shame on Brian Lockhart, who ignores the needs of the people. The Connecticut Post is ignoring the issues.

Chris Taylor
155 Davenport Street
Bridgeport, CT 06607

Educational Matters.

Mr. Chris Taylor came forward and wished several people belated birthday wishes. Mr. Taylor said that he was looking for solutions, not causing problems.

He spoke about how President Eisenhower in 1957 used elements of the 101st Airborne Division to protect the students at Little Rock Central High School during the early days of integration. He also spoke about how another school was protected by soldiers at another time.

Mr. Taylor said that he wanted to protect the students and felt that the Council needs to address this issue.

Christine Mathews-Connor
105 Linwood Avenue
Bridgeport, CT 06605

Metro North, Street Repairs,
Animal Control, Cleaning
Bridgeport etc.

Ms. Christine Mathews-Connor who lives in Bridgeport and a union member. She said that she was very unhappy with her way of life. She said that she hoped that she would see Mayor Ganim. She spoke about her fellow union members who voted for Mayor Ganim but do not think he kept his promises.

Ms. Mathews-Connor said that the street sweeper just runs down the middle of the street. Linden Avenue is a very small street. The garbage is still there because it is under the cars. The streets are filled with potholes.

Ms. Mathews-Connor said that she commutes to the City and it costs \$500 a month. She said that the noise from the student parties will not let her sleep. She said that she is wondering about whether she should move and sell. Who is going to look out for the residents who are paying all these taxes while MetroNorth has raised the costs of fares? She said that she was very disappointed in the Democratic Party and wanted to know why Brewster Street in Black Rock was fixed but her street is ignored.

ADJOURNMENT

Council President Nieves closed the public speaking portion at 7:12 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING

MONDAY, JUNE 4, 2018

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

Mayor Ganim called the City Council to order at 7:18 p.m.

PRAYER

Mayor Ganim led those present in prayer.

PLEDGE OF ALLEGIANCE

Council Member Castillo was then asked to lead those present in reciting the Pledge of Allegiance.

Council President Nieves requested a moment of silence for the family of Council Member Herron in the loss of her uncle and for the family of Council Member Newton in the loss of one of their family members. Council Member Newton said that he would like to add the Cathedral of the Holy Spirit who just lost First Lady Peggy Moales recently.

ROLL CALL

The City Clerk called the roll.

130th District: Christina Smith, Pete Spain
131st District: Jack Banta
132nd District: Marcus Brown, Kyle Langan
133rd District: Thomas McCarthy, Jeanette Herron
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Rosalina Roman-Christy
136th District: Alfredo Castillo, Maria Zambrano Viggiano
137th District: Aidee Nieves, Maria Valle
138th District: Karen Jackson, Nessah Smith
139th District: Ernest Newton, Eneida Martinez

A quorum was present. Council President Nieves announced that Council Member Taylor-Moye and Council Member McBride-Lee were not present due to illness.

Council Member Zambrano Viggiano requested a point of personal privilege to thank everyone for their congratulations on the recent birth of her son. She noted that Council Member Taylor-Moye and Council President Nieves chaired the Budget and Appropriations during the final meetings.

Mayoral Proclamation: Commemorating the 25th Anniversary of Michele and Enrique 'Rick' Torre's Harborview Market.

City Council Citation: Commemorating the 25th Anniversary of Michele and Enrique 'Rick' Torre's Harborview Market.

Mr. and Mrs. Torres were called forward and presented with both Mayoral and City Council Citations recognizing their contributions to the City. They were then presented with Mayoral and City Council Citations.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: April 16, 2018 and April 25, 2018 (Special Meeting)

**** COUNCIL MEMBER HERRON MOVED TO APPROVE THE MINUTES OF APRIL 16, 2018 AND THE APRIL 25, 2018 SPECIAL MEETING.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF APRIL 16, 2018 AND THE APRIL 25, 2018 SPECIAL MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

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113-17 Resolution presented by Council Member: Langan re: Proposed resolution concerning a review of the Community Environmental Benefits Agreement (CEBA), referred to Economic and Community Development and Environment Committee.

117-17 Resolution presented by Council Member(s): Brown, Langan, Nieves, Martinez, Spain, McCarthy, Jackson, Valle, C. Smith & Herron re: Proposed resolution requesting the creation of an Ordinance for the Establishment of the Bridgeport "Percent for Art" Development Program, referred to Ordinance Committee.

**** COUNCIL MEMBER MCCARTHY MOVED TO COMBINE BOTH THE COMMUNICATION TO BE REFERRED TO COMMITTEES AND THE RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC. FOR APPROVAL.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***77-17 Economic and Community Development and Environment Committee Report re: (Ref. #396-93; 130-95; 279-98; 154-13 & 168-14) Amendment #6 to the West End Municipal Development Plan and Authorizing the Transfer and Redevelopment of 340 Cherry Street and 1565 Railroad Avenue.**

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***95-17 Miscellaneous Matters Committee Report re: Appointment of Cynthia Hayes (D) to the Water Pollution Control Authority Commission.**

***100-17 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Paul Percudani.**

***110-17 Miscellaneous Matters Committee Report re: Workers' Compensation Settlement/Stipulate Award in the matter of claimant LaFlamme.**

Mayor Ganim asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member Newton requested that Agenda Item 77-17 be removed. Council Member Vizzo-Paniccia requested that Agenda Item 78-17 be removed. Council Member C. Smith requested that Agenda Item 90-17 be removed. Council Member N. Smith requested that Agenda Items 93-17 and 94-17 be removed.

**** COUNCIL MEMBER MCCARTHY MOVED THE FOLLOWING ITEMS ON THE CONSENT CALENDAR:**

***92-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF MARTHA SANTIAGO (D) TO THE BOARD OF PARK COMMISSIONERS.**

***95-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF CYNTHIA HAYES (D) TO THE WATER POLLUTION CONTROL AUTHORITY COMMISSION.**

***100-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH PAUL PERCUDANI.**

***110-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: WORKERS' COMPENSATION SETTLEMENT/STIPULATE AWARD IN THE MATTER OF CLAIMANT LAFLAMME.**

**** COUNCIL MEMBER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

***77-17 Economic and Community Development and Environment Committee Report re: (Ref. #396-93; 130-95; 279-98; 154-13 & 168-14) Amendment #6 to the West End Municipal Development Plan and Authorizing the Transfer and Redevelopment of 340 Cherry Street and 1565 Railroad Avenue.**

**** COUNCIL MEMBER VALLE MOVED AGENDA ITEM 77-17 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: (REF. #396-93; 130-95; 279-98; 154-13 & 168-14) AMENDMENT #6 TO THE WEST END MUNICIPAL DEVELOPMENT PLAN AND AUTHORIZING THE TRANSFER AND REDEVELOPMENT OF 340 CHERRY STREET AND 1565 RAILROAD AVENUE.**

**** COUNCIL MEMBER MARTINEZ SECONDED.**

Council Member Newton said that there had been some changes made and wanted Mr. Coleman to come forward and give an explanation about the costs of demolition. Mr. Coleman came forward and explained that they have an estimate of the demolition, but reminded everyone that there may be some unforeseen issues. He added that the City has to demolish the building either way.

Council Member Newton said that he did not want to have the City demolish the building and then have the lot just sitting there for years while the developer thinks about things. Mr. Coleman said that the developer is well known to the City and that this was a way for the City to shed liability.

Council Member Banta asked if it has been identified as a Superfund site. Mr. Coleman said that it was not identified as a Superfund site.

Council Member Langan asked for confirmation that once the City has demolished the building, the responsibility of the clean-up shift over to the developer. Mr. Coleman said that this was so. Council Member Langan has several more questions about what kind of clean up issues the City could encounter. Mr. Coleman said that there could be asbestos, PCBs in the window caulking and other issues in the building.

Council Member Banta asked about the taxes assessed on the site. Mr. Coleman said that the site was owned by the City.

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER N. SMITH MOVED TO RECESS SO THAT THE MISCELLANEOUS MATTERS CAN CONVENE ITS SPECIAL MEETING SCHEDULED TO DISCUSS:**

115-17 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH TWILA WILLIAMS, ADM. ESTATE, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

**** COUNCIL MEMBER MCCARTHY SECONDED.**

**** THE MOTION PASSED WITH SEVENTEEN (17) IN FAVOR: (C. SMITH, BANTA, BROWN, LANGAN, MCCARTHY, HERRON, LYONS, VIZZO-PANICCIA, ROMAN CHRISTY, ZAMBRANO VIGGIANO, CASTILLO, NIEVES, VALLE, JACKSON, N. SMITH, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (SPAIN).**

Mayor Ganim left the meeting at 7:45 p.m. Council President Nieves assumed the chairmanship.

RECESS

The Council went into recess at 7:45 p.m. Council President Nieves reconvened the session at 8:50 p.m.

***78-17 Miscellaneous Matters Committee Report re: Resolution requesting the State and Congressional Delegation to support and establish anti-corruption legislation regarding corruption in the city.**

Council Member Zambrano Viggiano said that she had some concerns about one of the Whereas clauses which includes donations from a PAC, which is not illegal. She spoke about her times as a California public teacher, and noted that she made donations to her local Political Action Committee who supported teachers. She said that while she was uncomfortable with the language, she would support the resolution.

Council Member Spain asked if modifying the term PAC to super PAC. Council Member Zambrano Viggiano said that the clause also included Lobbyists who work for various groups. She repeated that while she was uncomfortable with the language, she would support the issue.

**** COUNCIL MEMBER BROWN MOVED TO APPROVE AGENDA ITEM 78-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: RESOLUTION REQUESTING THE STATE AND CONGRESSIONAL DELEGATION TO SUPPORT AND ESTABLISH ANTI-CORRUPTION LEGISLATION REGARDING CORRUPTION IN THE CITY.**

**** COUNCIL MEMBER JACKSON SECONDED.**

Council Member Newton said that he would like to see congress or the State legislature pass a bill like this. However, he pointed out that while the resolution sounds good, it wouldn't change a thing. He takes exception to the bill because it is the people who elect others into office. When a resolution like this is passed, it sends a message to the general public that the politicians are corrupt. People then think that everyone that is involved in politics is crooked.

Council Member Newton went on to speak about the laws that changed when Governor Rowland went to jail. He said that if the corruption section just led people to think that politicians are corrupt and that perception includes all the members of the Council. People make mistakes.

Council Member Newton said that he would be voting for this feel good legislation against his better judgment.

Council Member Martinez said that she had co-sponsored this resolution and that the previous language did not include any names. She said that she wanted the record to reflect this.

Council Member Martinez requested a roll call vote.

Council Member Newton said that if he voted in favor of this, he would be making a statement, but because this resolution does not change anything, he was going to support it.

**** THE MOTION PASSED WITH SIXTEEN (16) IN FAVOR: (C. SMITH, SPAIN, BANTA, BROWN, LANGAN, MCCARTHY, HERRON, LYONS, ZAMBRANO VIGGIANO, CASTILLO, NIEVES, VALLE, JACKSON, N. SMITH, MARTINEZ AND NEWTON) AND TWO (2) OPPOSED (VIZZO-PANICCIA AND ROMAN CHRISTY).**

Council Member Banta left the meeting 9:14 p.m.

90-17 Miscellaneous Matters Committee Report re: Appointment of Edward J. McLaine (R) to the Zoning Board of Appeals.

Council Member Martinez said that there were some details that were being handled.

**** COUNCIL MEMBER MARTINEZ MOVED TO TABLE AGENDA ITEM 90-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF EDWARD J. MCLAINE (R) TO THE ZONING BOARD OF APPEALS.**

**** COUNCIL MEMBER JACKSON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council Member Zambrano Viggiano left the meeting at 9:15 p.m.

93-17 Miscellaneous Matters Committee Report re: Appointment of Osiba A. Nelson (D) to the Water Pollution Control Authority Commission.

Council Member N. Smith explained that there was an error regarding the expiration date for Osiba A. Nelson. The date was incorrectly stated as December 31, 2018. The correct date is December 31, 2020.

**** COUNCIL MEMBER N. SMITH MOVED TO AMEND AGENDA ITEM 93-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF OSIBA A. NELSON (D) TO THE WATER POLLUTION CONTROL AUTHORITY COMMISSION BY CHANGING THE EXPIRATION DATE FROM DECEMBER 31, 2018 TO DECEMBER 31, 2020.**

**** COUNCIL MEMBER MCCARTHY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER N. SMITH MOVED TO APPROVE AGENDA ITEM 93-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF OSIBA A. NELSON (D) TO THE WATER POLLUTION CONTROL AUTHORITY COMMISSION AS AMENDED.**

**** COUNCIL MEMBER MCCARTHY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

94-17 Miscellaneous Matters Committee Report re: Appointment of Nina Thomas (D) to the Water Pollution Control Authority Commission.

Council Member N. Smith explained that there was an error regarding the expiration date for Nina Thomas. The date was incorrectly stated as December 31, 2018. The correct date is December 31, 2019.

**** COUNCIL MEMBER N. SMITH MOVED TO AMEND AGENDA ITEM 94-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF**

NINA THOMAS (D) TO THE WATER POLLUTION CONTROL AUTHORITY COMMISSION BY CHANGING THE EXPIRATION DATE FROM DECEMBER 31, 2018 TO DECEMBER 31, 2019.

**** COUNCIL MEMBER MCCARTHY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER N. SMITH MOVED TO APPROVE AGENDA ITEM 94-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF NINA THOMAS (D) TO THE WATER POLLUTION CONTROL AUTHORITY COMMISSION AS AMENDED.**

**** COUNCIL MEMBER MCCARTHY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

91-17 Miscellaneous Matters Committee Report re: Appointment of Wayne A. Mazzoni (D) to the Zoning Board of Appeals.

**** COUNCIL MEMBER MCCARTHY MOVED TO APPROVE AGENDA ITEM 91-17 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF WAYNE A. MAZZONI (D) TO THE ZONING BOARD OF APPEALS.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Langan said that he was the person who objected because when he interviewed the candidate, the candidate did not seem very interested.

Council Member Spain said that when the candidate came for the interview he said that he had only applied because he was friends with a member of the administration.

A roll call vote was requested.

**** THE MOTION FAILED TO PASS WITH FIVE (5) IN FAVOR (MCCARTHY, VIZZO-PANICCIA, ROMAN CHRISTY, CASTILLO, AND N. SMITH); NINE (9) OPPOSED (SPAIN, BROWN, LANGAN, HERRON, NIEVES, JACKSON, VALLE, MARTINEZ AND NEWTON) AND ONE (1) ABSTENTION (C. SMITH).**

80-17 Joint Committee on Contracts and Public Safety and Transportation Report re: Request by the Fire Department Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Robert Whitbread having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.

81-17 Joint Committee on Contracts and Public Safety and Transportation Report re: Request by the Fire Department Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Daniel Magri having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.

82-17 Joint Committee on Contracts and Public Safety and Transportation Report re: Request by the Fire Department Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Kevin Higgins having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.

83-17 Joint Committee on Contracts and Public Safety and Transportation Report re: Request by the Fire Department Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Clayton Jurgens having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.

96-17 Joint Committee on Contracts and Public Safety and Transportation Report re: Request by the Fire Department Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Francisco Rivera having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.

97-17 Joint Committee on Contracts and Public Safety and Transportation Report re: Request by the Fire Department Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Peter Mosley having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.

Council Member Newton said that many of the candidates came to a joint committee and he wanted to know why this was done. He said that the Council members were not allowed to see the physicals and just had to take the word of the members that they passed the physicals. The Committee members could not change the agreement.

Council Member McCarthy said that this was state statute. Atty. Anastasi said that he thought that the collective bargaining language may supercede the state language. Therefore, the Council would not be required. He suggested that these be tabled.

Council Member Herron said that at the meeting one of the attorneys had stated that the Council had to vote on it. She added that the Council does not have the right to see the physicals due to the HIPPA laws. Council Member Herron said that the City pays a physician a lot of money to do the firefighters' physicals and if Council Member Newton did not trust the doctors, it was something that he should think about. She pointed out that many of these individuals would be retiring soon.

Council Member Vizzo-Paniccia said that firefighting was a high stress job and that she could not vote to approve this.

Council Member McCarthy said that these firefighters were senior administration and that fire fighting was a technical job. He added that it would be important to remember that the senior administration staff were not on the front lines at fires, but directing the action.

**** COUNCIL MEMBER MCCARTHY MOVED TO APPROVE THE FOLLOWING ITEMS:**

80-17 JOINT COMMITTEE ON CONTRACTS AND PUBLIC SAFETY AND TRANSPORTATION REPORT RE: REQUEST BY THE FIRE DEPARTMENT PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT ROBERT WHITBREAD HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR.

81-17 JOINT COMMITTEE ON CONTRACTS AND PUBLIC SAFETY AND TRANSPORTATION REPORT RE: REQUEST BY THE FIRE DEPARTMENT PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT DANIEL MAGRI HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR.

82-17 JOINT COMMITTEE ON CONTRACTS AND PUBLIC SAFETY AND TRANSPORTATION REPORT RE: REQUEST BY THE FIRE DEPARTMENT PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT KEVIN HIGGINS HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR.

83-17 JOINT COMMITTEE ON CONTRACTS AND PUBLIC SAFETY AND TRANSPORTATION REPORT RE: REQUEST BY THE FIRE DEPARTMENT PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT CLAYTON JURGENS HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR.

96-17 JOINT COMMITTEE ON CONTRACTS AND PUBLIC SAFETY AND TRANSPORTATION REPORT RE: REQUEST BY THE FIRE DEPARTMENT PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT FRANCISCO RIVERA HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR.

97-17 JOINT COMMITTEE ON CONTRACTS AND PUBLIC SAFETY AND TRANSPORTATION REPORT RE: REQUEST BY THE FIRE DEPARTMENT PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430

AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT PETER MOSLEY HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR.

- ** COUNCIL MEMBER N. SMITH SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

ADJOURNMENT

- ** COUNCIL MEMBER MCCARTHY MOVED TO ADJOURN.**
- ** COUNCIL MEMBER N. SMITH SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned 9:43 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Service

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328



CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

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OF COUNSEL
Russell D. Liskov
Ronald J. Pacacha

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

COMM. #114-17 Accepted and Made Part of The Record
on 6/4/2018
May 29, 2018

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

Re: *Settlement of Case:*
Armando Gonzalez v. City of Bridgeport and Ned Love

Dear Honorable Council Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$10,000.00 payable to Joseph Merly, Esq., Trustee for Armando Gonzalez. The action stems from an incident on September 8, 2010.

Pursuant to the City Council's 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. 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.

Thank you.

Very truly yours,

R. Christopher Meyer
City Attorney

RECEIVED
CITY CLERKS OFFICE
18 MAY 30 PM 3:31
ATTEST
CITY CLERK

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328



CITY ATTORNEY
R. Christopher Meyer

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Facsimile (203) 576-8252

Comm. #115-17 Ref'd to Miscellaneous Matters Committee
On 06/04/2018

May 30, 2018

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

Re: **Authorization for High/Low Binding Courtside Trial Agreement
Twila Williams, Adm. Estate v. City of Bridgeport, et al**

Dear Honorable Members:

The Office of the City Attorney respectfully requests City Council authority to enter into a High/Low Binding Courtside Trial Agreement. It is our professional opinion that this is in the best interests of the City of Bridgeport to resolve the above referenced lawsuit in this manner.

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Consideration</u>
Twila Williams	Fire/Deaths (4)	Daly, Weihing & Bochanis	High/Low Binding Arbitration

Kindly place this matter on the agenda for the City Council meeting on June 4, 2018 for Referral to the Miscellaneous Matters Committee.

It is this office's intent to request the Co-chairs of the Misc. Matters Committee to schedule a Special Meeting for 7:30 PM on June 4th (to occur during a recess of the City Council meeting after the item has been referred) so that this item can receive full Council approval on the 4th, as it is time sensitive. When the City Council reconvenes following recess, the Co-chairs of the Miscellaneous Matters Committee will move to add their Report on this matter to the Council's Agenda upon a 2/3 vote and thereupon move to approve the Report. Thank you for your assistance in this matter.

Very truly yours,

R. Christopher Meyer
City Attorney

RCM/kl

RECEIVED
CITY CLERKS OFFICE
18 MAY 30 PM 4:40
ATTEST
CITY CLERK



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

JOSEPH P. GANIM
Mayor

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

COMM. #116-17 (Ref. #186-15 & 187-15) Ref'd to Contracts
Committee on 06/04/2018.

TO: City Clerk
FROM: Thomas Gill, Director *Thomas F. Gill*
Office of Planning and Economic Development
DATE: May 30, 2018
RE: Referral to Contracts Committee - Vendor Contract Approval
WXY Architecture + Urban Design

The Office of Planning & Economic Development ("OPED") is requesting referral of the attached item to the City Council Contract's Committee. We are requesting the City Council's review and approval of the attached contract between OPED and WXY Architecture + Urban Design. This consulting firm would provide OPED with technical services in support of OPED's implementation of various downtown capital improvements. This work would be done pursuant to previous City Council actions taken to provide capital funding in this regard.

WXY Architecture and Urban Design emerged from OPED's public RFP process as the best among the respondents owing to the experience that they, and their key subcontractors and strategic partners, afford the City with respect to experience in planning and design, municipal cost-benefit analysis, development consulting, structural analysis, and a variety of other fields.

The submitted contract will require WXY to work per the issuance of specific task orders. We feel that this approach will allow OPED to define scopes of work specifically on a task by task basis while allowing us to pursue a coherent approach to downtown.

RECEIVED
CITY CLERK'S OFFICE
MAY 30 PM 1:12
ATTN: CITY CLERK

**A Resolution by the Bridgeport City Council
Regarding the
Professional Services Agreement for the Implementation of the Downtown Capital Plan**

WHEREAS, pursuant to City Council resolutions #186-15 and #187-15, the Council has approved significant capital funding for downtown improvements and investments to be developed and administered by the Office of Planning and Economic Development (“OPED”); and

WHEREAS, OPED conducted a public Request for Qualifications run from October 20, 2017 to November 1, 2017, followed by interviews on November 27, 2017, and then subsequently issued a public RFP, concluded December 8, 2017, for the purpose of selecting a consultant team capable of supporting OPED in its implementation of the various components of the downtown capital improvement and investment program; and

WHEREAS, WXY Architects + Urban Design (the “Consultant”) emerged from the RFP process as the best qualified consultant; and

WHEREAS, OPED wishes to recommend the Consultant and the attached “Professional Services Agreement” to the City Council for approval; and

WHEREAS, the Board of Public Purchases has reviewed and approved OPED’s RFP solicitation and selection process; and

WHEREAS, the Office of Planning & Economic Development is utilizing capital funding to contract with the Consultant; and

NOW THEREFORE, BE IT RESOLVED that the Bridgeport City Council approves the attached Professional Services Agreement between the Consultant and OPED;

BE IT FURTHER RESOLVED that the Director of OPED, or his designee, is hereby authorized to execute the Professional Services Agreement substantially in the form attached hereto and made a part hereof, subject to the final approval of the City Attorney’s Office as to form and content, and is further authorized to execute any and all other documents and to do any and all other things necessary in furtherance of and consistent with this resolution in the best interests of the City.

PROFESSIONAL DESIGN SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of the day of June, 2018, by and between the **CITY OF BRIDGEPORT**, a municipal corporation, located at 45 Lyon Terrace, Bridgeport, Connecticut, acting through its Office of Planning and Economic Development (OPED) (hereinafter referred to as "**Owner**") and WXY Architecture + Urban Design ("WXY"), a New York Corporation with its principal offices at 224 Centre St., 5th floor, New York, NY 10013 (hereinafter referred to as "**Consultant**").

WHEREAS, the Owner advertised a Request for Qualifications on October 20, 2017 for planning and design services services for the Owner (see **Exhibit A** attached);

WHEREAS, the Consultant submitted its qualifications/proposal dated November 01, 2017 (see **Exhibit A** attached);

WHEREAS, the Owner selected the Consultant based upon its qualifications and further based upon the Consultant's statements and representations made therein for purposes of entering into negotiation of a contract for professional Consulting services for the Project;

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

DEFINITIONS

The following definitions will be used throughout this Agreement, unless the context requires otherwise:

"**Approval**" or "**Approved**" means, with respect to the administration and performance of this Agreement, that the Owner, in combination with the Owner's Representative, the Program Manager, and/or the Construction Manager, as the context requires, has or have given its or their respective written approval(s) to the Consultant when required, including but not limited to, the approval of budgets, Task Orders, directions, changes or deviations from or with respect to Task Orders, additional expenses, substitutions, time delays, schedule changes, etc.

"**Construction Manager**" means the construction manager engaged by the Owner for the Project specified in a Task Order.

"Consultant" means WXY, the Consultant's Representative, and its Approved consultants and subcontractors designated in writing from time to time during the term of this Agreement.

"Consultant's Representative" means a specific individual or individuals designated in writing by the Consultant to the Owner from time to time as its representative or representatives with respect to the Project. At the inception of this Agreement, the Consultant's Representative shall be Mr. Adam Lubinsky.

"Owner" means the City of Bridgeport, a municipal corporation, acting through the Owner's Representative who shall be designated in writing from time to time during the term of this Agreement.

"Owner's Representative" means a specific individual or individuals designated in writing by the Owner to the Consultant from time to time during the term of this Agreement as its representative or representatives with respect to the Project. At the inception of this Agreement, the Owner's Representative shall be Thomas F. Gill, OPED Director, or his designee set forth in writing to the Consultant.

"Project" means the work set forth in a Task Order assigned to the Consultant.

"Task Schedule" means the schedule of milestones and other time requirements established in each Task Order.

"Services" means the testing, inspections and other necessary and related professional services required by a Task Order for the completion of the work described therein.

"Task" or "Task Order" is a description of the Services requested from the Consultant, the format of which is described generally in Paragraph 1.1.D and Exhibit B of this Agreement, and the description of the particular Services requested from the Consultant in a Task Order issued to the Consultant from time to time during the term of this Agreement.

"Term" means the duration of this Agreement, commencing upon the date specified by the Owner in a Notice to Proceed on Task Order No. 1 and ending either on (a) the completion of the final Task Order then outstanding or (b) the earlier termination of this Agreement as provided herein, or (c) June 1, 2023, whichever event shall first occur. The Owner reserves the right to extend the term of this Agreement, in writing, for one additional year, at its sole discretion, on terms and conditions mutually agreed to between the parties.

ARTICLE I BASIC AGREEMENT

1.1 Structure of the Agreement

A. **Consultant's Qualifications.** The Consultant represents that it is duly-licensed where licensing is required and is qualified and experienced in planning and design services for public facilities and other public improvements in accordance with the requirements of the Owner as set forth in one or more Task Orders. The parties are entering into this Agreement with the understanding that the Consultant will provide multi-disciplinary services through its own forces, including but not limited to architectural design services, urban design services, financial feasibility analysis, cost-benefit analysis, and related services necessary for the completion of each Task Order. The licenses of the Consultant shall be submitted to the Owner prior to the execution of this Agreement or promptly in advance of engaging any subcontractor and consultant not identified to the Owner at the time of the execution of this Agreement. The Consultant shall conduct, prepare and present to the Owner for review and acceptance all required plans, reports and analyses which shall be prepared in cooperation with the Owner's Representative and the Program Manager as determined by the Owner, as necessary to accomplish the Tasks in the manner more specifically set forth in this Agreement and in accordance with the Task Orders issued by the Owner.

B. **Use of Task Orders.** The Consulting Services required by this Agreement will be assigned by Task Order to allow for the sequential or partial completion of work related to the Services in response to the City's proposed Project requirements. The Consulting Services shall be authorized by one or more Task Orders. The content, schedule and Compensation for each Task Order shall be negotiated prior to commencing Services under such Task Order.

C. **Assignment of Tasks.** The Owner shall identify and inform the Consultant of Tasks that it wishes the Consultant to perform, each such Task to be set forth in a written Task Order upon mutual agreement of the terms and conditions thereof between the Owner and the Consultant. Each additional Task Order will be considered an amendment to this Agreement, shall be incorporated by reference into this Agreement and shall become a part hereof as if fully set forth herein. Each Task Order shall be commenced by the Consultant within five (5) business days of receipt of a written notice to proceed or on the date specified therein (each, a "**Notice to Proceed**").

D. **Task Order Format.** A format for a Task Order is attached as **Exhibit B**. Its inclusion as part of this Agreement illustrates the general framework to be used in authorizing each and every Task Order requiring the Consultant's Services for the duration of this Agreement. The Consultant will be

required to prepare an estimate of man-hours for each Hourly Billing Rate (defined below) to be utilized through the Consultant's forces or through each subcontractor employed or to be employed to perform each Task Order for the duration of the Task Order. Items of work such as borings and laboratory expenses and any estimated reimbursable expenses shall also be listed as individual line items. After negotiations with the Owner, the manpower estimate shall be attached to the Task Order.

E. **Authority to Request Additional Tasks or Services.** It is understood and agreed by the parties that, upon the Approval of this Agreement, only the Owner's Representative, designated by the Owner in writing from time to time to the Consultant, shall have the authority to add Tasks or Services to this Agreement.

1.2 **Compensation.** The Owner shall compensate the Consultant for the authorized Services to be performed pursuant to this Agreement as follows:

A. **Basis.** The Consultant shall be compensated for each Task Order on a [lump sum, cost plus fee, hourly rate with reimbursables and an NTE—the latter is described as follows] not-to-exceed price based upon (1) itemized man-hours by job category agreed to by the parties multiplied by the hourly rates set forth on **Exhibit C**, (2) Reimbursable Expenses, (3) the direct costs of consultants with a five (5%) percent markup for supervision and administration, and (4) the direct costs of subcontractors with a fifteen (15%) percent markup for supervision, indemnification and administration (hereinafter "**Compensation**") and Reimbursable Expenses, defined below. If required by the Owner, the Consultant shall submit projections for each month during the projected duration of such Task Order of the amounts of Compensation to be requested including its best estimate of Reimbursable Expenses (defined below) in order for the Owner to appropriately allocate funds for such Compensation.

B. **Established Hourly Rates Per Job Category.** Compensation to the Consultant, whether for its own forces or those of its subcontractors and consultants, shall be computed on the basis of hourly rates ("**Hourly Billing Rates**"). A job category hourly rate schedule for Services to be performed by the Consultant, its subcontractors and consultants is attached hereto as **Exhibit C** and incorporated herein by reference, which rate schedule will apply for the duration of this Agreement. All employees shall perform work only in the job categories for which they are qualified using objective standards acceptable in the industry and at the rates set forth in such exhibit. Requisitions for payment shall be charged against each hourly rate or individual line item identified on each Task Order.

C. **Reimbursable Expenses.** The Consultant shall be reimbursed for only those expenses set forth on **Exhibit D** attached hereto and made a part hereof. Any additional reimbursable expenses shall not be paid without the prior

approval of the Owner ("**Reimbursable Expenses**"). Except as otherwise set forth in this Agreement, hourly rates for Services include the Consultant's, its subcontractor's and consultant's respective normal overhead expenses, taxes, insurance, per diem expenses, and the like.

1.3 **Payment.** Payment of the Compensation set forth herein shall be made to the Consultant as follows:

A. **Progress Payments.** Payment of the Compensation set forth in this Agreement shall be made monthly for the Services completed during the prior month.

B. **Submission of Invoices.** Payment of the Compensation set forth in this Agreement shall be made monthly in proportion to actual hours expended in providing the Services completed during the prior month, less ten (10%) percent retainage ("**Retainage**"), if required by the Owner for a particular Task Order. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the Owner in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

C. **Timing of Submission; Payment; Interest.** Invoices shall be submitted by the twentieth (20th) day of the month for Services rendered during the previous month. The Owner shall have thirty (30) days to review each complete invoice, and payment of all undisputed amounts for Compensation, shall be made within forty-five (45) days after receipt thereof. Notwithstanding anything herein to the contrary, Compensation shall not be paid on disputed invoices or portions thereof and no interest shall be payable to the Consultant on amounts withheld by the Owner based upon a good faith dispute with the Consultant.

D. **Responsibility for Certain Payments.** The Consultant shall remain responsible, and shall indemnify and hold harmless the Owner, 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 consultants and their respective employees.

E. **Unauthorized Charges.** The Consultant expressly understands and agrees that the Owner shall not be liable for the payment of any Services or other work performed by the Consultant, its subcontractors and consultants based upon unauthorized representations of or directions from officers, agents or employees of the Owner other than the Owner's Representative which exceed

the Budget for this Project ("**Unauthorized Charges**") unless the Consultant submits in writing to the Owner within thirty (30) days of rendering Services or other work that is not authorized or that may exceed the Budget a request for approval of such Unauthorized Charges. Unauthorized Charges that are not brought to the Owner's attention within such 30-day period will not be honored and payment therefore will be deemed waived by the Consultant, its subcontractors and consultants.

F. **Release of Retainage.** The Owner shall release Retainage, if any, required for a Task Order upon receipt of the satisfactorily completed work that was agreed upon under a Task Order. Invoices for retainage shall be submitted by the Consultant in accordance with 1.3.C above.

1.4 **Use of Consultants and Subcontractors.** The Consultant has retained or will retain as subcontractors or consultants, at its sole cost and expense, full-service, licensed (where required) professionals to render the categories of service to complete each Task Order. The names and qualifications of such consultants will be disclosed to the Owner in writing for review and approval prior to entering into any Task Order. The Consultant shall inform the Owner in writing in advance of engaging any other subconsultants not identified at the time of execution of a Task Order. The Owner shall have the right, in the exercise of its reasonable business judgment, to reject any such additional or substitute consultant or subcontractor and to request the Consultant to submit alternative proposals. The retention of such consultants and subcontractors shall not diminish or reduce the overall responsibility of the Consultant under this Agreement for the successful completion of the Task Order work.

1.5 **Project Responsibility and Staffing.**

A. **Consultant's Staffing.** An authorized principal of the Consultant will represent the Consultant in all matters relating to the contractual relationship between the Owner and the Consultant relating to the Work under a Task Order, which person may be removed or replaced as set forth herein in writing from time to time (the "**Consultant's Representative**") in the manner set forth below. It is agreed that the Consultant's Representative shall not be removed by the Consultant without the prior written approval of the Owner unless such individual has ceased his or her employment with the Consultant. However, the Consultant's Representative shall be removed and replaced, without cost or expense to the Owner, at the written request of Owner. If the Owner requests that the Consultant's Representative be replaced, the Owner shall be permitted to terminate this Agreement in the event a replacement, satisfactory to the Owner in the Owner's sole discretion, is not provided promptly.

A. B. **Consultant's Project Manager.** The Consultant shall designate a project manager in writing for each Task Order (the "**Consultant's**

Project Manager”). The Consultant’s Project Manager shall have responsibility for communications with the Owner’s Representative and coordination of the work including, but not limited to, progress reports, meetings, schedule, deliverables and other typical contract administration functions

B. **Subconsultants and Subcontractors.** The Project staff for each Task Order will consist of, at a minimum, the staff identified by the Consultant in the professional categories approved by the Owner at the time of execution of a Task Order. The Consultant represents that all consultants and subcontractors employed by it in connection with this Agreement possess the requisite licensing (where required) education, training and experience to perform their job descriptions and functions in a competent and professional manner with respect to this Project. No subconsultant shall be replaced without the prior written approval of Owner. The Owner may, without incurring cost or expense, require the replacement of any consultant or subcontractor identified in a Task Order in the sole discretion of the Owner upon written notice to the Consultant.

1.6 **Time.** The Consultant shall complete each Task Order required by this Agreement in a timely fashion in accordance with a schedule for each Task Order (each, a “**Schedule**”). Once the parties hereto have agreed to the Schedule for a Task Order, certain dates set forth in the Schedule, as the same may be amended from time to time in accordance with this Agreement, may be indicated as **TIME OF THE ESSENCE** as agreed by the Parties.

A. **Timely Performance an Essential Condition.** It is hereby understood and agreed by the Consultant that the date of commencement, the dates of required intermediate milestones, and the time for completion, as specified in this Agreement and in the accepted Schedule for the Services to be completed by the Consultant with respect to each Task Order issued by the Owner, are **ESSENTIAL CONDITIONS** of this Agreement.

B. **Commencement of Services.** It is mutually understood and agreed that the Services of the Consultant hereunder for each Task Order shall be commenced within five (5) days after the issuance of a Notice to Proceed by the Owner or on the date specified therein.

1.7 **Representations and Warranties.** The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

A. **Use of Qualified Personnel, Subcontractors and Subconsultants.** The Consultant represents that it is a corporation comprised or duly-licensed Consultants and professionals engaged in the performance of the types of Services to be rendered under this Agreement, has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement, has in its employ, or will engage at its sole cost and expense,

licensed (where required), experienced, qualified and trained personnel, subcontractors and consultants, and will use, or require those in its employ to use, quality equipment accurately calibrated to competently perform the Services required by each Task Order.

B. Consultant Possesses Adequate Resources and Personnel.

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

C. No Conflicts. The Consultant has disclosed, or shall disclose, in writing prior to the execution of any Task Order, all conflicts or potential conflicts of interest that may or are likely to have an adverse effect on its ability to independently protect the Owner's interests in connection with the Project, including but not limited to, the nature and specifics of its relationship with any other participants in the Project, for example the Construction Manager, other consultants and subcontractors, and the like. The Consultant represents that its performance of the Services described herein, and its representation of the Owner, 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.

D. Prior Approval of All Subconsultants. The Consultant will not engage any consultant for any of the Services for any Task Order without prior written notice to and written approval by the Owner and receipt of the Owner's written consent, except for those subconsultants specifically identified at the inception of this Agreement.

E. No Violation of Law. The Consultant represents that neither it, nor any of its officers, directors, owners, employees or, to the best of its knowledge any of its approved subcontractors and consultants, 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 shall take all reasonable steps to ensure that its officers, directors, owners, employees, agents, subcontractors and consultants shall comply with the requirements of all laws, rules and regulations applicable to this Agreement or to the conduct of its or their businesses in the performance of the Services under this Agreement.

F. Quality and Performance of Services. The Consultant represents that it will perform, or ensure the performance by others of, the Services in a good and workmanlike manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the State of Connecticut under similar conditions and will diligently pursue the completion of such Services in accordance with the terms of this Agreement.

G. Licenses and Permits. The Consultant represents that it possesses, and will ensure that its subcontractors and consultants possess, all professional licenses and other licenses and permits in the State of Connecticut that may be required to perform the Services required by this Agreement.

H. Observance of Proprietary Rights. The Consultant represents and warrants that it will take reasonable steps to ensure that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secret or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall, at the request of the Owner and in the Owner's sole discretion, (i) defend through litigation or obtain through negotiation the right of the Owner to continue using the Services of the Consultant while such claim of infringement is contested; (ii) modify the Services to be rendered at no cost, expense or damage to the Owner so as to make such Services non-infringing while preserving the original functionality, and/or (iii) replace the Services or the infringing or potentially infringing portion thereof with the functional equivalent. If the Owner determines that none of the foregoing alternatives provide an adequate remedy or resolution of the claim of infringement, the Owner may terminate all or any part of the Services and, in addition to other relief, shall be entitled to recover the amounts previously paid to the Consultant hereunder related to such claim of infringement.

I. Communications and Coordination. The Program Manager shall receive, control and coordinate all documents and arrange all meetings with the Consultant and third parties on behalf of the Owner. The Owner's Representative shall be informed of the nature and content of all direct communications with the State of Connecticut representatives in connection with the Project.

J. Owner Shall Not Be Billed for Certain Taxes. The Owner 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, its consultants and subcontractors, and the Consultant agrees not to invoice the Owner therefor. The Owner reserves the right to withhold pursuant to Section 12-430(7) of the Connecticut General Statutes, a percentage of the monies owed to any party that is a non-resident of the State of Connecticut but has not received an appropriate certificate from the Commissioner of Revenue pursuant to the aforesaid statute on account of sales taxes that may be owed by such non-resident to the State of Connecticut. Upon request of the Consultant, its consultants or contractors, the Owner's Purchasing Department will issue tax-exempt certificates to any party purchasing materials or rendering services to the Project for which a tax exemption is available.

K. Recordkeeping and Audits. The Consultant shall keep daily, weekly and monthly logs and other records detailing the Services rendered which shall contain sufficient detail as to type of activity performed by each employee, consultant and subcontractor working on the Project under the supervision of the

Consultant, the job category of each such employee, the number of hours worked, etc. Such records shall be kept at the Consultant's principal place of business in the State of Connecticut. The Owner, its agent(s), or the representatives of any funding source shall have the right to inspect such records from time to time, with or without prior notice, during normal business hours of the Consultant.

ARTICLE II CONSULTANT'S RESPONSIBILITIES

2.1 General Description of Services

A. **Customary Consulting Services.** The Consultant's Services shall consist of the Services described in a Task Order, the Consulting and other services described in Article I hereof and any other services normally performed by an Consultant to complete a Project of this nature.

B. **Scope of Consultant's Services.** The scope of the Consultant's Services is described generally in this Agreement, and more specifically in each Task Order, and also include those services that are reasonable, consistent with and necessary to complete each Task Order, including but not limited to preparing and submitting written reports, keeping and distributing daily, weekly and monthly work logs demonstrating the Consultant's progress with respect to the Services and to each Task Order, and the like. All Consultant's Services and documents shall fully comply with the restrictions and requirements of all laws, rules and regulations of federal, state and local governmental and quasi-governmental agencies, authorities and funding sources having jurisdiction over or otherwise related to the Project, utility companies, fire underwriters, and other parties disclosed by the Owner and otherwise known to the Consultant as of the date of this Agreement or the date of any Task Order, or which, in the exercise of the best professional judgment of an independent Consultant retained by the Owner, should have been known to Consultant.

C. **Notice of Meetings.** The Consultant shall give timely notice to Owner of any meetings that the Consultant feels necessary in connection with a Task Order with utility companies or city, state or other regulatory agencies. Scheduling of such meetings is to be done by the Consultant, after consultation with the Owner as to time and date of such meetings. Notwithstanding anything herein to the contrary, the Owner shall pay the Consultant for all pre-approved and properly documented expenses incurred for trips on the Owner's behalf that exceed fifty miles from Bridgeport, Connecticut.

D. **Cooperation with Other Professionals.** The Consultant shall cooperate fully with any consultant employed by the Owner in connection with the Project and other Consultants or professionals employed by the Owner for work related to the Project.

2.2. **Distribution of Project Information.** The Consultant shall promptly furnish to the Owner's Representative and the Program Manager copies of all, reports, test results, correspondence, studies, meeting minutes and other verbal record, on any media, created by the Consultant or which comes into the possession of the Consultant and required, desired or necessary to keep the Owner informed of the progress of the Consultant's Services, the progress of the Project, or as otherwise may be requested by the Owner pursuant to this Agreement and to a Task Order.

ARTICLE III INFORMATION AND COMMUNICATION

3.1 **Information to be Supplied.** The Owner shall provide information regarding its requirements in the form of Task Orders. The Owner shall furnish to the Consultant such information with reasonable promptness to avoid delay in the performance and delivery of the Services. The Consultant shall be entitled to rely upon the completeness and accuracy of any Owner-supplied information unless, in the exercise of its best professional judgment, it knows or should know that such reliance would be unreasonable, in which case the Consultant shall inform the Owner's Representative in writing through the Program Manager of the unreliability or unreasonableness of the information supplied.

3.2 **Owner's Representative.** The Owner's Representative at the inception of this Agreement is Thomas F. Gill or his designee set forth in writing ("**Owner's Representative**"). Each such person or entity functioning in the capacity as the designated Owner's Representative shall act on behalf of the Owner with respect to this Agreement and all Task Orders and shall have authority to make decisions on which the Consultant can rely. The Owner's Representative shall not perform any design services or other services performed by an Consultant. The Owner's Representative shall examine documents, at each phase of the Services performed or to be performed by the Consultant, which are submitted by the Consultant from time to time, and shall render evaluations and decisions pertaining thereto promptly in order to avoid unreasonable delay in the performance and delivery of the Consultant's services. Any Approval or Approvals given by the Owner shall not relieve the Consultant of any of its obligations hereunder.

3.3 **Program Manager; Authority to Direct Consultant.** The Program Manager at the inception of this Agreement is O&G Industries, Inc. through its Project Manager, William Coleman or his designee set forth in writing. The Program Manager shall act in the interests of the Owner with respect to this Agreement and its Task Orders and shall have the authority to examine and review any and all of the Consultant's work products and/or the Services it provides, make recommendations to the Owner regarding such work and its quality, completeness and timeliness, and carry out and execute the decisions of the Owner's Representative with respect to the Consultant, its Services and

work. With respect to the hierarchy of authority to act on behalf of the Owner, the Owner's Representative has primary authority to make decisions for the Owner and to direct the Consultant in connection with this Agreement. If authorized in writing by the Owner's Representative, the Program Manager may make decisions on behalf of the Owner and give limited direction the Consultant concerning the Services and any Task Order. Any Approval or Approvals given by the Program Manager on behalf of the Owner, shall not relieve the Consultant of any of its obligations hereunder.

3.4 Independent Legal and Accounting Services. The Owner shall furnish its own legal, accounting, auditing and insurance counseling services, however, the fact that the Owner possesses such support services will not relieve the Consultant of its responsibilities pursuant to this Agreement. The Consultant shall furnish, at its own overhead expense, its own legal, accounting, auditing and insurance counseling services.

3.5 Confidential Information. Each party hereby acknowledges that it may be exposed to confidential information which may not be available to the public or discoverable under the Freedom of Information Act ("**FOIA**") and other proprietary information belonging to the other party or relating to its business and 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; (iii) information received by a party from a third party who was free to disclose it; or (iv) information properly disclosable under FOIA.

(b) **Covenant Not to Disclose.** Each party hereby agrees that during the term of this Agreement 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 party claiming confidentiality may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. The Consultant will notify the Owner of spills or other discharges of hazardous environmental contaminants, hazardous waste, regulated chemicals and other conditions that may be detrimental to public health, safety and welfare which are regulated under Connecticut law ("**Reportable Environmental Event**"). In cases where the Owner is not the property owner, the Consultant shall notify the Owner of any Reportable Environmental Event and the Owner will notify the property owner of the requirement to address such occurrence in compliance with applicable law. 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.

3.6 **Existing Environmental Reports.** The Owner shall furnish to the Consultant for its use any chemical, air and water pollution tests, tests for hazardous materials and other laboratory and environmental tests in the Owner's possession related to the Work of a Task Order.

ARTICLE IV

REMEDIES

4.1 **Default by Consultant.** It shall be a material default under this Agreement in the event that any of the following occur (each an "**Consultant's Default**"): (i) The Consultant fails to expeditiously perform the Services required to be performed under each Task Order through no fault of the Owner thereby delaying the commencement, progress, or delivery of the Project, or (ii) the Consultant is slow to pay or fails to pay any subcontractor, consultant or agent of the Consultant, or (iii) the Consultant is declared to be bankrupt or insolvent, an assignment for the benefit of creditors is made by the Consultant, the Consultant shall file a voluntary petition in bankruptcy or insolvency, or a receiver shall be appointed for the Consultant and such appointment or bankruptcy or insolvency proceeding, petition, declaration or assignment is not set aside within thirty (30) days of filing, or (iv) any representation or certification made by the Consultant to the Owner shall prove to be false or misleading on the date said representation or certification is made, or (v) default shall be made in the observance or performance of any material covenant, agreement or condition contained in this Agreement required to be kept, performed or observed by Consultant, or (vi) there has been a material adverse change in the financial condition of the Consultant, or (vii) the Consultant, or any principal or officer of the Consultant shall be convicted of the commission of a crime punishable as a felony, or (viii) the Consultant violates a material provision of any laws, ordinances, rules, regulations or orders of any public authority in the performance of its duties hereunder. If such an Consultant's Default has occurred and has not been cured within thirty (30) days, with or without written notice from the Owner to the Consultant, the Owner may declare the Consultant to be in default hereunder and exercise any remedies available to it, including the termination of this Agreement and any Task Order(s) then outstanding. In the event that the Owner terminates the Consultant for an Event of Default that is not cured after notice and such termination becomes the subject of arbitration, if the Owner's termination of the Consultant is deemed to have been wrongful or inappropriate, such termination will be deemed converted to a termination for convenience by the Owner and the Consultant's remedies shall be limited to those set forth herein with regard to termination for convenience.

4.2 Default by Owner. In the event the Owner shall fail to perform any of its material obligations pursuant to this Agreement ("**Owner's Default**"), the Consultant shall give written notice within fourteen (14) days to the Owner. In the event that the Owner fails to cure a payment default within fourteen (14) days after receipt of such notice or fails to cure a non-payment default within sixty (60) days after receipt of such notice, the Consultant may declare the Owner to be in default hereunder and exercise any remedies available to it.

4.3 Termination by Owner Due to Consultant's Default. If the Consultant fails to supply enough properly-skilled and licensed (where required) professionals and employees, or proper materials, or if the Consultant commits a material violation of any laws, ordinances, rules, regulations or orders of any public agency or authority having jurisdiction, or otherwise commits an Consultant's Default under this Agreement, the Owner shall give written notice within fourteen (14) days to the Consultant. In the event that the Consultant fails to cure such default within seven (7) days after receipt of such notice, the Owner may declare the Consultant to be in default hereunder and exercise any remedies available to it. The Owner may, without prejudice to any right or remedy, terminate the employment of the Consultant and take possession of all plans, specifications, drawings, analyses, test results, samples and other data prepared, obtained by or in the possession of the Consultant, whether complete or not, with respect to the Task Order or Task Orders by whatever method the Owner may deem expedient. Additionally, the Owner may pursue any legal action available to it to obtain relief for actual damages suffered by reason of the Consultant's Default hereunder. In such event, the Consultant shall be liable to compensate and reimburse the Owner for all of its loss, cost and expense, including but not limited to attorney's fees and consultant's fees, which are caused by the Consultant's Default.

4.4 Termination by Consultant. Should the Owner commit an Owner's Default that continues beyond notice and passage of the cure period provided herein, the Consultant may, as its sole and exclusive remedy, terminate this Agreement. Upon such a termination, the Consultant shall be entitled to recover from the Owner all Compensation due for Services performed in accordance with the requirements of this Agreement to the date of such termination, and Reimbursable Expenses. The Consultant may not recover any other damages, costs or expenses from the Owner other than payment for Services performed up to the date of termination and Reimbursable Expenses.

4.5 Termination by Owner Without Fault of the Consultant. Upon fifteen (15) days' prior written notice, the Owner shall have the right to cancel and terminate this Agreement at any time whether or not an Consultant's Default exists hereunder, and the Owner shall incur no liability to Consultant or any other person by reason of such cancellation, except that, if the cancellation is for no fault of Consultant, the Owner shall pay to the Consultant all sums then due to

the Consultant hereunder for Services rendered in accordance with this Agreement performed up to the date of termination.

4.6 Transfers on Termination. In the event of any termination of this Agreement by the Owner, the Consultant shall, upon written request of the Owner, return to the Owner within seven (7) days all papers, materials, test results, samples, analyses and other items on any form of media prepared by, in the possession of, or available to the Consultant relating to the Project whether created by or at the request of the Consultant or created by others. In addition, each party will assist the other party in an orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible. If requested by the Owner's Representative, the Consultant shall debrief the Owner with respect to the work performed and not performed to date of termination with good faith and due diligence. Such debriefing shall provide explanation, annotation, data and other information concerning drawings, schedule, deliverables and the like for which the Consultant is responsible under this Agreement. Furthermore, the Consultant shall relinquish, assign and transfer in a writing acceptable to the Owner all rights and claims to its Work Product, drawings, specifications, test results, analyses, samples and other deliverables that are part of this Agreement and take such other reasonable steps at the request of the Owner's Representative to facilitate the continuation of the work of the Consultant by another professional, provided, however, that the Consultant's name and seal may not be used on such items subsequently by one or more other professionals engaged by the Owner.

4.7 Resolution of Disputes and Choice of Law. The parties agree that all disputes between them in connection with this Agreement or the interpretation thereof, if they cannot be resolved by mutual agreement, shall be resolved by a court located in Fairfield County, Connecticut having jurisdiction over the parties.

4.8 Claims For Additional Compensation and Time. In an event occurs or other circumstances arise during the performance of the work that establish or may tend to establish a claim by the Consultant for additional Compensation and/or additional time to perform, the Consultant shall promptly make such claim to the Owner in writing within fourteen (14) days of the occurrence of such event or circumstances setting forth the facts giving rise to such claim under this Agreement and the additional Compensation or contract time requested by the Consultant. The Consultant shall not undertake to perform additional work without the prior written approval of the Owner. All claims for additional Compensation or additional contract time that are not asserted with such 14-day period are deemed waived by the Consultant.

4.9 Consultant's Joinder in Other Related Matters in Dispute. In the event that a dispute arises between the Owner and its architect, construction manager or general contractor(s), the Consultant agrees that it will participate in

such arbitration as a witness or as a party thereto for the purposes of giving evidence relating to the Project.

ARTICLE V INDEMNIFICATION AND INSURANCE

5.1 Indemnification. The Consultant represents and warrants that it will employ its best professional Consulting judgment in the performance of the Services hereunder to ensure that design products are free from material defects which were known or should have been known to the Consultant in the exercise of reasonable care. To the fullest extent permitted by law, the Consultant, on behalf of itself and its subcontractors, consultants and agents (the "**Indemnitor**"), agrees to indemnify, save and hold Owner, its elected officials, department heads, employees, subcontractors and consultants (the "**Indemnitee**") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses of any nature whatsoever, including, but not limited to costs, expenses, consulting fees and reasonable attorneys' fees which arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Project; or (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

5.2 Environmental Indemnification.

A. Indemnification. [The Capitalized terms used herein are defined in Paragraph 5.2.B hereof.] The Consultant hereby agrees, unconditionally, absolutely and irrevocably, jointly and severally, if more than one, to indemnify, defend and hold harmless the Owner from and against and in respect of any loss, liability, cost, injury, expense or damage of any and every kind whatsoever (including, without limitation, court costs, attorneys' fees, consultants' fees and experts' fees and expenses, whether or not litigation is commenced) which at any time or from time to time may be claimed, suffered or incurred by a third party in connection with any inquiry, charge, claim, cause of action, demand, abatement order or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of the Consultant's action or omission which results in a Release to or from the Project site into the Environment of any Hazardous Substances including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under or as a result of the enforcement of the Environmental Laws, whether now known or unknown, including without limitation:

- (i) the removal, encapsulation, containment or other treatment, transport or disposal of Hazardous Substances on the Project site or emanating therefrom;
- (ii) the imposition of a lien against the Project site, including liability resulting from the Consultant's failure to take prompt steps to remove, and to remove, such lien by payment of the amount owed or by the furnishing of a bond, cash deposit or security in an amount necessary to secure the discharge of such lien or the claim out of which the lien arises;
- (iii) any inquiry, claim or demand, by any person including without limitation, any costs incurred in connection with responding to or complying with such inquiry, claim or demand;
- (iv) any failure of the Consultant to use the Project site in compliance with all applicable Environmental Laws, and the defense of any litigation, proceeding or governmental investigation relating to such failure to comply with Environmental Laws;
- (v) any personal injury concerning or relating to the presence of Hazardous Substances on or emanating from the Project site, or as a result of activities conducted on or with respect to the Project site in connection with the remediation of Hazardous Materials thereon or emanating therefrom.

The provisions of this indemnification shall govern and control over any inconsistent provision of any other document executed or delivered by the Consultant in connection with this Agreement. This paragraph shall survive the expiration of the Agreement or the earlier termination thereof and shall be a continuing obligation of the Consultant and shall be binding upon the Consultant, its successors and assigns, and shall inure to the benefit of the Owner, its successors and assigns.

B. Definitions.

"Consultant" means the Consultant, its subcontractors and consultants.

"Environment" means any water or water vapor, any land including the land surface and subsurface, air, aquatic life, wildlife, biota and all other natural resources and features.

"Environmental Laws" means, without limitation, all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the Environment and/or governing the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives, whether formal or informal, of federal, state and local governmental agencies and authorities with respect thereto, as they may be

amended, renumbered, substituted or supplemented from time to time, and those Environmental Laws that may come into being or into effect in the future.

"Environmental Permits" means, without limitation, all permits, licenses, approvals, authorizations, filings, consents or registrations required by any applicable Environmental Law in connection with (a) the ownership, use and/or operation of the Project site for the use, storage, production, treatment, generation, transportation, processing, handling or disposal of Hazardous Substances, or (b) the sale, transfer, encumbrance or conveyance of all, or any portion of the Project site.

"Hazardous Substances" means, without limitation, any flammable, explosive, corrosive or ignitable material, characteristic waste, listed waste, radon, radioactive material, asbestos, urea-formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based wastes, methane gas, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, mixtures or derivatives having the same or similar characteristics and effects, as defined in, listed under, or regulated by various federal, State or local environmental laws, rules or regulations, including, without being limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Emergency Planning and Community Right to Know Act, as amended (42 U.S.C. 11001 et seq.), the Resource, Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.), the Clean Water Act, as amended (33 U.S.C. 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. 300, et seq.), or as such substances are defined under any similar state laws or regulations, including, without being limited to, the release of substances constituting a "spill" as defined In Connecticut General Statutes Section 22a Sect. 452(c).

"Improvements" means the buildings, structures and other physical improvements previously existing, presently located on, or to be constructed on the Project site.

"Project site" means the real property described herein or in any Task Order, and its appurtenances.

"Release" or "spill" shall have the same meaning given to those terms under the Environmental Laws whether they are historic or sudden, and without regard to quantity.

5.3 Insurance. The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage

from every consultant and subcontractor in any tier according to the work being performed and shall ensure that all insurance coverage is issued and in force in accordance with the terms hereof. **The Consultant, its subcontractors and consultants may not enter the Project site or commence work unless and until all such insurance coverages are provided to, reviewed and approved by the Owner.**

A. **Coverage Required.** The Consultant shall procure, present to the Owner in advance of any Services performed, and maintain in effect for the term of this Agreement without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or other rating acceptable to the City.

Errors and Omissions Insurance (claims made form) will be provided by all Consultants and other professionals involved in the Project with minimum limits of \$3,000,000, or as otherwise required by the Owner.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 property damage.

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

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

B. **General Requirements.** All policies shall include the following provisions:

Cancellation notice—The Owner shall be entitled to receive from all insurance carriers an unequivocal agreement **by policy endorsement** to

provide not less than 30 days' prior written notice of cancellation, non-renewal or reduction in coverage, such notices to be given to the Owner at the following address: Purchasing Agent, City of Bridgeport, City Hall Annex, 999 Broad Street, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on a ACORD-25S form delivered to the Owner and authorized with original signature or stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate to be delivered to the Owner prior to any work or other activity commencing under this Agreement.

Additional insured—The Consultant, its consultants and subcontractors will arrange with their respective insurance agents or brokers to name the Owner, its elected officials, officers, department heads, employees and agents, at no additional cost to the Owner, on all policies of primary and excess insurance coverages by endorsement as additional insured parties **by policy endorsement** except errors and omissions coverage and workers' compensation coverage, and as loss payee with respect to any damage to property of the Owner, as its interest may appear. The undersigned shall submit to the Owner 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 accordance with the terms of this Agreement. The City shall be designated as follows:

“The City of Bridgeport
its elected and appointed officials, directors, employees and agents
Attention: Director, Office of Planning and Economic Development
999 Broad Street
Bridgeport, Connecticut 06604”

ARTICLE VI MISCELLANEOUS

6.1 **Singular, Plural, Gender, etc.** Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender.

6.2 **Professional Services Contract.** This Agreement is entered into solely to provide for the work of various Task Orders for work related to the Project and to define the rights and obligations, risks and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Consultant and the Owner other than as expressly

provided herein. The Consultant acknowledges that the Owner is not a partner or joint venturer with the Consultant and that the Consultant is not an employee or agent of the Owner.

6.3 Prohibition Against Assignment. The Consultant may not transfer, hypothecate or in any way alienate or assign its interest in this Agreement or delegate any duties to be performed by it hereunder without the prior written consent of Owner. The Owner may assign its interest in this Agreement at any time to any person or entity that assumes the Owner's obligations from the date of the assignment hereunder; provided, however, that absent express consent in writing by the Consultant, such assignment shall not release the Owner from its obligations to the Consultant hereunder for payment of all amounts due the Consultant pursuant to this Agreement.

6.4 Time of the Essence. All dates set forth in this Agreement, and/or in any accepted Task Order Schedule, as may be amended from time to time, is agreed to be critical to the completion of the Project and shall be considered OF THE ESSENCE where specifically indicated in this Agreement or any Task Order.

6.5 Notices. All notices, requests, demands or changes of address required or desired by either party shall be in writing and shall be either personally delivered, delivered by messenger or overnight delivery service, or be delivered by registered or certified mail, return receipt requested, postage prepaid, and addressed to the other party at the address heretofore set forth on the first page of this Agreement (each a "Notice"). All Notices shall be deemed received, in the case of personal or overnight delivery service, upon receipt, or in the case of mailing, on the date of receipt thereof by the party to whom it is addressed or, if receipt is refused, upon the expiration of forty-eight (48) hours from the time of deposit of such mailed notice in an office of the United States Postal Service. A change of address of a party shall be set forth in the same manner as other required notices.

6.6 No Waiver. No waiver of any party's default hereunder by the other party hereto at any one time shall be construed as a waiver by such party of any subsequent breach of the same or another term of this Agreement by the other party.

6.7 Ownership of Documents. All drawings, specifications, surveys, test results, models, plans, computer programs, databases and other work product prepared by the Consultant or anyone employed by the Consultant in any form or media upon creation are and shall be the sole and exclusive property of the Owner, including without limitation all copyrights, rights of reproduction and reuse, and other interests relating thereto. The Owner and any entity affiliated with the Owner may reuse all such documents and data for future work in connection with the construction of the bulkhead Project or for future Projects,

provided that the Owner shall not alter any drawings or specifications signed and sealed by the Consultant without its prior written consent. Except for termination of the Consultant's services as a result of a default, the Consultant shall have an irrevocable, non-exclusive license to copy and use such documents and data and may retain copies of such documents and data for re-use in the conduct of its professional practice.

6.8 **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the Owner and the Consultant and their respective successors, assigns and legal representatives.

6.9 **Captions.** The captions and headings contained herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

6.10 **Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Connecticut. Any mediation or arbitration shall be commenced and resolved in Bridgeport, Connecticut. In the event that any party affirmatively waives its right to arbitrate disputes that arise under this Agreement, any legal action brought to enforce any provision of obtain any interpretation of this Agreement or for other relief shall be brought in a State or Federal court of competent jurisdiction over the parties in Bridgeport, Connecticut.

6.11 **Entire Agreement.** Each party acknowledges that there are no prior or contemporaneous oral promises, undertakings or agreements in connection with this Agreement that are not contained herein. This Agreement may be modified only by a written agreement signed by all parties hereto. All previous negotiations and agreements between the parties hereto, with respect to the transactions set forth herein, are merged into this instrument, the documents or other materials referenced herein, the Task Orders, and amendments hereto mutually agreed to in writing by the parties, which together fully and completely express the parties' rights and obligations.

6.12 **Partial Invalidity.** If any term or provision of this Agreement is believed to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Project, then, such matter shall be submitted to arbitration in accordance with this Agreement to determine whether such term or provision is severable or if this Agreement is deemed to be a whole by a fair construction of its terms and provisions under Connecticut law. If such term or provision is found to be severable, this Agreement shall remain in full force and effect, such term shall be deemed stricken therefrom and this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision. If such term is not found to be

severable, this Agreement may be terminated by either party upon the giving of prompt written notice within ten (10) days after such determination, whereupon the rights and obligations of the parties shall be determined in accordance with the provisions of this Agreement as if a mutual, voluntary termination had occurred.

6.13 **Survival.** The terms, provisions, representations, warranties and certifications contained in this Agreement, or inferable therefrom, shall survive the completion of the Project, or the earlier termination of this Agreement as to the Services completed to the date of such termination, subject to all applicable statutes of limitation and repose.

6.14 **Waiver of Liens.** The Consultant hereby waives any right it may have to file or assert a mechanic's or materialmen's lien against the Project site or against the Project, including but not limited to, any rights granted to the Consultant by the laws of the State of Connecticut.

6.15 **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 obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme and unseasonable weather conditions, natural disasters, catastrophic events, mass casualties to persons or significant destruction of property, 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 Services, and may result in the need to adjust the Compensation in accordance with the terms of this Agreement.

6.16 **Non-Discrimination.** The requirements for minority hiring and participation by disadvantaged businesses are set forth in Chapter 3.12 of the Municipal Code of Ordinances of the City of Bridgeport, which Chapter is attached here to as **Exhibit E**.

6.17 Precedence of Documents. The documents constituting this Agreement set forth in Paragraph 6.11 are intended to be complementary and shall be read together to include everything necessary for the proper execution and completion of the work set forth in every Task Order whether specified therein or not. However, to the extent that any conflicts, inconsistencies or ambiguity exist in the contract documents, the Consultant shall perform the more stringent requirement or adhere to the higher standard of work or performance involved. In the event of an irreconcilable conflict, then a determination shall be made by review of the various contract documents in the following descending order of precedence: This Agreement; any Task Order; any properly-executed change or amendment to a Task Order. As between figures given in drawings and the scale of measurements, the figures shall take precedence. Detail drawings shall have precedence over general drawings.


6.18 Council Approval of Agreement May Be Required. This Agreement may become effective upon the execution thereof by all parties and delivery of a fully-executed original to the Consultant. The Office of the City Attorney shall determine if the City Council must approve this Agreement, in which case it shall not become effective until the City Council of the City of Bridgeport approves the same, the Mayor or other authorized individual executes the Agreement or it becomes effective pursuant to the terms of the City Charter, and the Consultant receives an executed original thereof complete with all Schedules and Exhibits.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF BRIDGEPORT

By: _____

CONSULTANT

By: 
Name: Adam Lubinsky
Title: managing principal
Duly-authorized



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	111-17
Submitted by Councilmember(s):	Kyle Langan
Co-Sponsors(s):	Marcus A. Brown Choose an item Choose an item Choose an item
District:	132ND
Subject:	Stop Sign at Linwood and Laurel
Referred to:	Board of Police Commissioners
City Council Date:	June 4, 2018

SECTION II RESOLUTION (PLEASE TYPE BELOW)

Whereas, protecting the safety of our young people is of the highest priority in our city;

Whereas, Classical Studies Magnet School is located on Linwood Avenue;

Whereas, there is currently no stop sign at the intersection of Linwood Avenue and Laurel Avenue, an often travelled street;

Be it resolved, that the Board of Police Commissioners research and consider the placement of a stop sign at the intersection of Linwood Avenue and Laurel Avenue.

RECEIVED
CITY CLERKS OFFICE
18 MAY 29 PM 4:49
ATTEST
CITY CLERK



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on: CT Post Publication Date(s): Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: _____

SECTION IX COMMENTS (if any)



OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED
CITY CLERKS OFFICE

18 MAY 29 AM 9: 33

ATTEST _____
CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number: 112-17
Submitted by Councilmember(s): Maria I. Valle
Co-Sponsors(s): Aidee Nieves
District: 137TH
Subject: Warning Signs and Ordinance Enforcement Pets Defecating on Public Property
Referred to: Board of Police Commissioners
City Council Date: June 4, 2018

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the City Council desires to preserve the quality of life and ensure the health, safety and well-being of its citizens, inhabitants and all other persons in Bridgeport; and

WHEREAS, people not picking up after pets is a problem can cause illness in humans; and

WHEREAS, Public Health officials know that pet waste that is not scooped up or is dumped down a catch basin can get flushed directly into storm drains contaminating the local water and environment and that is why allowing a pet to defecate on public property without properly disposing of the fecal deposit is unlawful in our city with a fine of \$150.00; and

WHEREAS, parishioners of St. Johns Community Church at 714 Boston Avenue have complained to their City Council representatives about a recurring problem with thoughtless pet owners that fail to clean up after and properly dispose of their pet's fecal waste; and

WHEREAS, violators will often claim ignorance or the lack of forewarning as a defense; and

NOW, THEREFORE, BE IT RESOLVED by the City Council requests that the Board of Police Commissioners have the Director of Public Facilities install appropriate signage on both the Boston Avenue side and Brooks Street side of St. Johns Community Church at 714 Boston Avenue that warns pet owners that they have to clean up pet waste properly or face a \$150 fine under Ordinance 6.04.040 for unlawfully allowing pets to defecate on public property and to have the Animal Control Officer pay added attention to these violations in that area.

- Screenshots and Ordinance Attached -



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on: CT Post Publication Date(s): Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

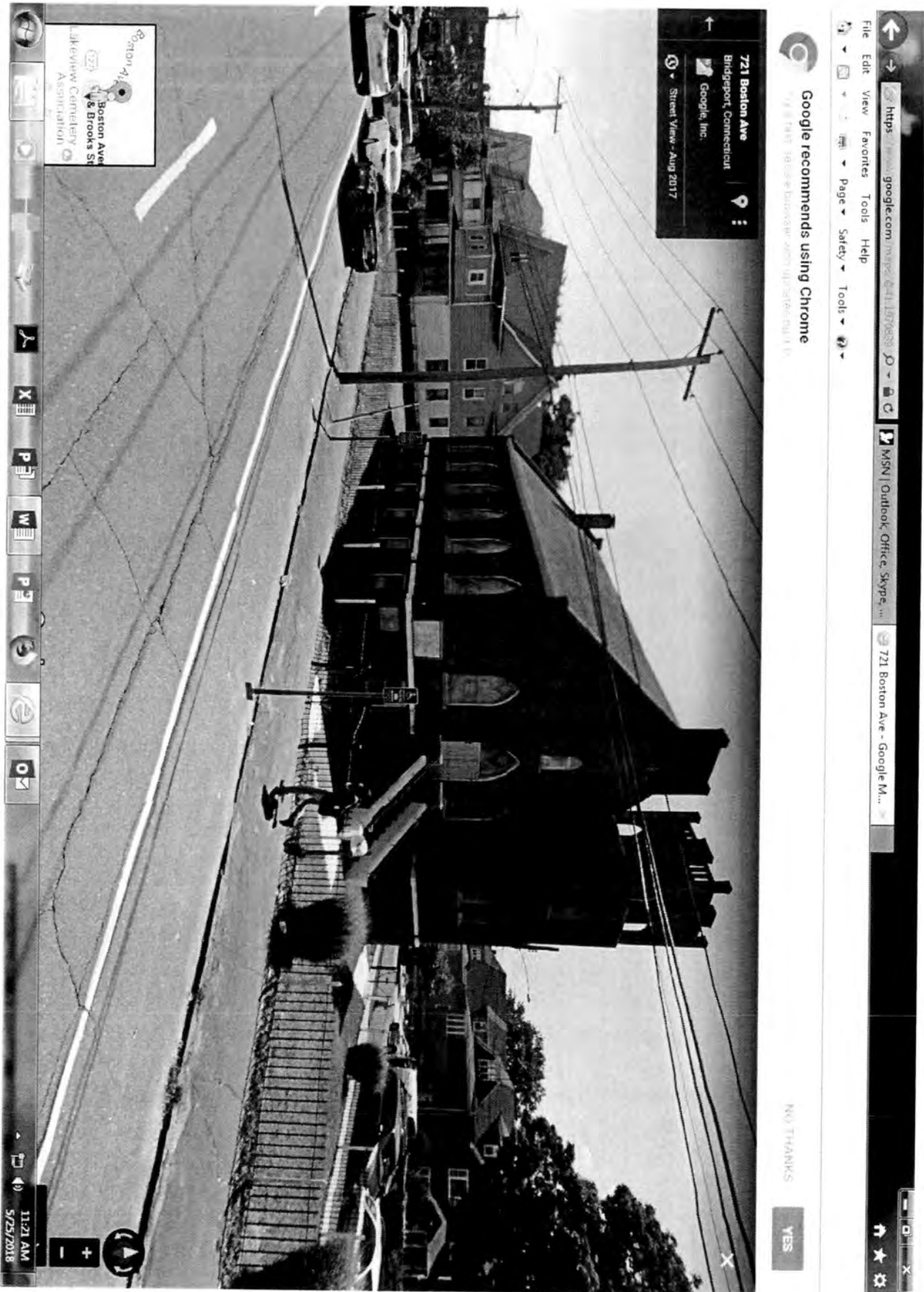
SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

SECTION IX COMMENTS (if any)



https://www.google.com/maps/@42.1177283, -71.0177283, 15z

MSN | Outlook, Office, Skype, ...

721 Boston Ave - Google M...



Google recommends using Chrome

NO THANKS

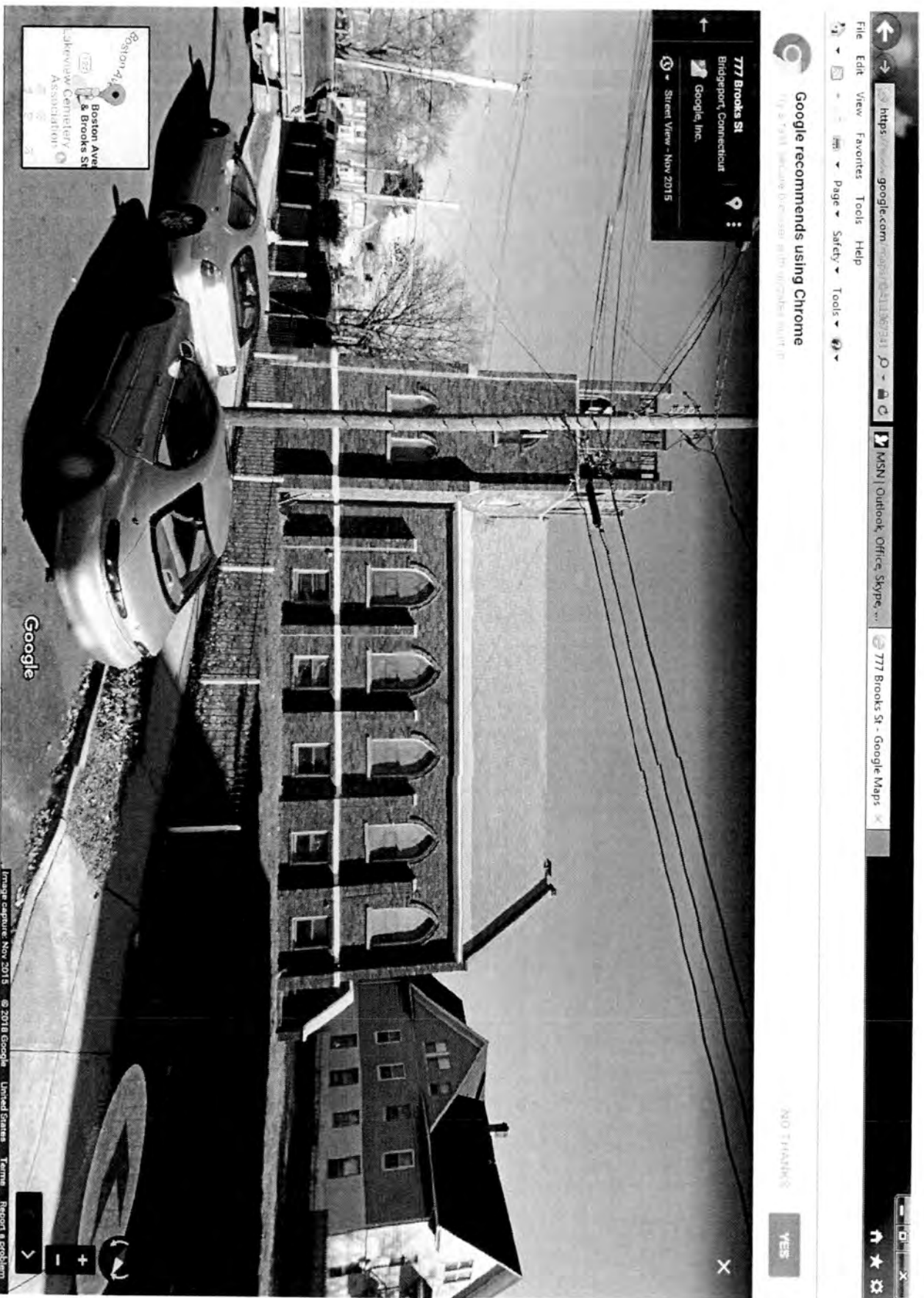
YES

721 Boston Ave
Bridgeport, Connecticut
Google, Inc.
Street View - Aug 2017

8/29/2017 4:11 PM
Boston Ave
& Brooks St
Like View Center My Location
ASSOCIATION



11:21 AM
5/29/2018



Google recommends using Chrome
Try a 'Fast' machine to access with 4G/LTE support

777 Brooks St
Bridgeport, Connecticut
Google, Inc.
Street View - Nov 2015

Boston Ave
& Brooks St
Lakeview Cemetery
Association

Google

NO THANKS

YES

6.04.040 - Allowing pet to defecate on public property unlawful.

No person shall permit their pet to defecate upon public property, without properly disposing of the fecal deposit within the limits of the city. Properly disposing will be defined as removal of the same from public property. Persons who violate this section shall be subject to a one hundred and fifty dollars (\$150.00) fine.

(Ord. dated 1/2/01: prior code § 6-3)

(Ord. dated 2/2/09)



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number: 113-17
Submitted by Councilmember(s): Kyle Langan
Co-Sponsors(s): Chinese an item Chinese no item English no item Chinese item
District: 132ND
Subject: Community Environmental Benefits Agreement
Referred to: ECD and Environment Committee
City Council Date: June 4, 2018

SECTION II RESOLUTION (PLEASE TYPE BELOW)

Whereas, PSEG, the New Jersey based company building the \$550 Million Gas plant in the South End of Bridgeport, signed a binding agreement with the City of Bridgeport, and Community and Environmental advocacy groups called THE COMMUNITY ENVIRONMENTAL BENEFITS AGREEMENT (CEBA); and

Whereas, included in this CEBA were substantial resources to be leveraged by the city; and

Whereas, many of the city council members are newly elected without experiential knowledge of the CEBA and its progress; and Now, Therefore be it

Resolved, that the Economic Community Development and Environment Committee host representatives from PSEG and the EFT for the purposes of fact finding and working together to identify and analyse areas of the CEBA that need strengthening in order to fulfil on its promise; and be it further

Resolved, that the City Council instruct the Economic Community Development and Environment Subcommittee review the relevant City Council ordinances and reports, the CEBA and related issues brought by community groups and bring a recommendation for action back to the City Council.

ATTEST
CITY CLERK _____
RECEIVED
CITY CLERKS OFFICE
18 MAY 30 AM 9:34



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on: CT Post Publication Date(s): Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: _____

SECTION IX COMMENTS (if any)



OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED
CITY CLERKS OFFICE

18 MAY 30 AM 11: 54

ATTEST _____
CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number: # 117-17
Submitted by Councilmember(s): Marcus A. Brown
Co-Sponsors(s): Kyle Langan Aidee Nieves Eneida L. Martinez Peter D. Spain
District: 132ND
Subject: Ordinance for the Establishment of the Bridgeport "Percent for Art" Development Program
Referred to: Ordinance Committee
City Council Date: June 4, 2018

SECTION II RESOLUTION (PLEASE TYPE BELOW)

ADDITIONAL CO-SPONSORS: Thomas McCarthy; Karen Jackson; MARIA VALLE; CHRISTINA SMITH; JEANETTE HERON

WHEREAS, cities throughout the United States have established "Percent for Art" programs to fund the creation, installation, and maintenance of public art; and

WHEREAS, three cities within Connecticut (Hartford, New Haven, New Britain), as well as the State of Connecticut itself, have instituted "Percent for Art" programs; and

WHEREAS, such programs have produced considerable investment in public art; and

WHEREAS, investment in public art leads to increased real estate values, more beautiful public spaces, more engaged and more prosperous artistic communities, more dynamic and expressive urban settings, stronger city and neighborhood identity, greater economic development, tourism, community engagement and entrepreneurial energy; and

WHEREAS, it is in the City of Bridgeport's interest to create a fund to invest in public art and in the artistic community; and

NOW THEREFORE BE IT RESOLVED that the City's Office of Planning and Economic Development (OPED) shall work in conjunction with the Office of the City Attorney to draft an ordinance establishing a "Percent for Art" program (the "Ordinance"); and

BE IT FURTHER RESOLVED, that in developing its draft of the Ordinance, OPED shall reach out to, and consult with, local and area artists and art organizations, and shall review best practices within the state and within the nation with respect to the form of such Ordinance and with respect to the implementation of such Ordinance; and

BE IT FURTHER RESOLVED that within six months of the passage of this resolution, OPED shall report back to the City Council as to the results of the outreach and research required of it herein, and shall present to the City Council its recommendation as to the form and the substance of the "Percent for Art" Ordinance and any attendant regulations pertaining thereto.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on: CT Post Publication Date(s): Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

SECTION IX COMMENTS (if any)



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

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

JOSEPH P. GANIM
Mayor

RES. #117-17 Ref'd to Ordinance Committee on 06/04/2018

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

May 27, 2017

The Honorable City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RE: Establishment of a "Percent for Art" Development Program
Submitted and Co-Sponsored by: *Councilman Marcus Brown*
Councilman Kyle Langan
Councilwoman Karen Jackson
Councilwoman Eneida Martinez
Councilman Tom McCarthy
Councilman Pete Spain
Council President Aidee Nieves

Dear Madam City Clerk:

I write on behalf of the honorable City Council members cited above as the co-sponsors of the attached resolution. It is for referral to the Ordinance Committee. It calls for the establishment of a "Percent for Art" development program for Bridgeport. Although OPED has provided technical support in drafting and transmitting this submittal, the submittal itself does not come from OPED, but rather comes from the sponsoring Council members.

As similar programs have done in other cities, Bridgeport's "Percent for Art" program would establish by ordinance that a percentage of the budget devoted to any publicly-funded development projects, and possibly certain privately-funded projects, shall be devoted to a fund to encourage, create and maintain public art throughout the city.

In and of itself, this resolution does not yet establish a specific "Percent for Art" program. Rather, it establishes the Council's legislative intent and requires the Office of Planning and Economic Development to conduct certain outreach activities to the artistic community and to research best practices nationwide and to develop for the City Council's consideration both a proposed ordinance, as well as the relevant regulations, within a six-month period.

Truly Yours,

Bill Coleman
Deputy Director

c: Tom Gill, Director
Lynn Haig, Director of Planning

RECEIVED
CITY CLERKS OFFICE
18 MAY 29 PM 2:52
ATTEST
CITY CLERK

**A Resolution Calling for the Establishment
of the
Bridgeport “Percent for Art” Development Program**

WHEREAS, cities throughout the United States have established “Percent for Art” programs to fund the creation, installation, and maintenance of public art; and

WHEREAS, three cities within Connecticut (Hartford, New Haven, New Britain), as well as the State of Connecticut itself, have instituted “Percent for Art” programs; and

WHEREAS, such programs have produced considerable investment in public art; and

WHEREAS, investment in public art leads to increased real estate values, more beautiful public spaces, more engaged and more prosperous artistic communities, more dynamic and expressive urban settings, stronger city and neighborhood identity, greater economic development, tourism, community engagement and entrepreneurial energy; and

WHEREAS, it is in the City of Bridgeport’s interest to create a fund to invest in public art and in the artistic community;

NOW THEREFORE BE IT RESOLVED that the City’s Office of Planning and Economic Development (“OPED”) shall work in conjunction with the Office of the City Attorney to draft an ordinance establishing a “Percent for Art” program (the “Ordinance”); and

BE IT FURTHER RESOLVED that in developing its draft of the Ordinance, OPED shall reach out to, and consult with, local and area artists and art organizations, and shall review best practices within the state and within the nation with respect to the form of such Ordinance and with respect to the implementation of such Ordinance; and

BE IT FURTHER RESOLVED that within six months of the passage of this resolution, OPED shall report back to the City Council as to the results of the outreach and research required of it herein, and shall present to the City Council its recommendation as to the form and the substance of the “Percent for Art” Ordinance and any attendant regulations pertaining thereto.

Item# *77-17 (Ref. #396-93; 130-95; 279-98; 154-13 & 168-14
Consent Calendar

Amendment #6 to the West End Municipal
Development Plan and authorizing the transfer and
redevelopment of 340 Cherry Street and 1565
Railroad Avenue.



Report
of
Committee
on

CEA and Environment

City Council Meeting Date: June 4, 2018

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

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

Date Signed: 6/15/18

RECEIVED
CITY CLERKS OFFICE

18 JUN 18 PM 12: 30

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. *77-17 Consent Calendar
(Ref. #396-93; 130-95; 279-98 & 154-13 & 168-14)

A Resolution by the Bridgeport City Council
Approving Amendment #6 to the West End Municipal Development
Plan
(the "MDP")
And Authorizing the Transfer and Redevelopment of 340 Cherry Street
and 1565 Railroad Avenue

WHEREAS, the City Council approved the West End Municipal Development Plan (the "MDP") as presented by the City's Office of Planning and Economic Development ("OPED") per Agenda Item #396-93 on September 19, 1994; and

WHEREAS, the MDP has a 30-year duration and must be amended from time to time in light of changing economic conditions; and

WHEREAS, the City Council approved subsequent Amendments #1, #2, #3, #4, and #5 to the MDP on May 6, 1996 (#130-95); September 7, 1999 (Item #279-98); January 2, 2001; November 3, 2014 (Item 154-13); and November 2, 2015 (Item #168-14); respectively; and

WHEREAS, Amendment #5, among other things, authorized the sale of 1565 Railroad Avenue and further authorized the rehabilitation of the building on 1565 Railroad Avenue for residential adaptive reuse; and

WHEREAS, current analysis of the building at 1565 Railroad Avenue shows it not to be suitable for rehabilitation; and

WHEREAS, given the blighted condition of the building at 1565 Railroad Avenue, OPED wishes to demolish the building and to thereby create a cleared development parcel that could be joined with 340 Cherry Street; and

WHEREAS, 340 Cherry Street is a vacant triangular shaped parcel that came into city ownership via foreclosure; and



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on ECD and Environment

Item No. *77-17 Consent Calendar

(Ref. #396-93; 130-95; 279-98 & 154-13 & 168-14)

-2-

WHEREAS, 340 Cherry Street does not have any street frontage, and is located adjacent to, and contiguous to, 1565 Railroad Avenue; and

WHEREAS, 340 Cherry Street is not a developable parcel on its own and ought to be disposed of along with the City's disposition of 1565 Railroad Avenue; and

WHEREAS the development group, Corvus Capital, and its affiliates, (the "Developer") has made progress in developing highly visible, high investment, mixed-use projects along I-95 between Cherry Street and Railroad Avenue; and

WHEREAS, the Developer wishes to continue to invest in this area and wishes to develop newly constructed residential and/or mixed use (commercial and residential) improvements at 1565 Railroad Avenue and 340 Cherry Street in a manner consistent with the Zoning Code and the MDP;

NOW THEREFORE BE IT RESOLVED that the MDP is amended to allow for the demolition of 1565 Railroad Avenue and to allow for the redevelopment of 1565 Railroad Avenue and 340 Cherry Street in a manner consistent with the Bridgeport Zoning Code.

BE IT FURTHER RESOLVED that OPED is authorized to transfer – by sale or ground lease, or by any other appropriate transaction as the City Attorney's Office may recommend – on an "as-is" basis the property at 1565 Railroad Avenue and the property at 340 Cherry Street to the Developer in return for the Developer's payment of \$350,000 (three hundred fifty thousand dollars).

BE IT FURTHER RESOLVED that the Director of OPED is authorized to take any and all necessary actions and to do all things in furtherance of this resolution and in the best interests of the City.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on ECD and Environment
Item No. *77-17 Consent Calendar
(Ref. #396-93; 130-95; 279-98 & 154-13 & 168-14)

-3-

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

Mary A. McBride-Lee, **Co-Chair**

Maria I. Valle, **Co-Chair**



Alfredo Castillo




Jeanette Herron

Rosalina Roman-Christy



Eneida L. Martinez



Nessah J. Smith

City Council Date: June 4, 2018

Item# *78-17 Consent Calendar

Resolution requesting the State and Congressional Delegation to support and establish anti-corruption legislation regarding corruption by the city.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: June 4, 2018

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

Approved by: Joseph P. Ganin, Mayor
Joseph P. Ganin, Mayor
Date Signed: 6/15/18

RECEIVED
CITY CLERKS OFFICE
18 JUN 18 PM 12: 30

ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *78-17 Consent Calendar

ANTI-CORRUPTION RESOLUTION

WHEREAS, corruption is defined as “the abuse of the public office for personal gain;” and,

WHEREAS, The City of Bridgeport has a well-documented history of corruption, which has led to mistrust among and between citizens, residents, civic and community leaders, and elected and appointed officials; and,

WHEREAS, we are deeply committed to upholding our state Clean Elections Program and our local Ethics Ordinance; and

WHEREAS, we know that within the public lies the true power and future of our city; and therefore, whatever *trust* the public places in its officials must be respected; and,

WHEREAS, an elected legislator casts his or her vote as "a trustee of the public, not as a prerogative of personal or partisan power;" (public servant) and,

WHEREAS, we are continuing to chart a new course for our city, grounded in a vision to re-establish trust and mutual respect with the people of Bridgeport to foster healthy community and diverse civic engagement; and,

WHEREAS, we define good governance as the process for making and implementing decisions on behalf of the public trust; that is accountable, transparent, follows the rule of law, is responsive, equitable and inclusive, efficient and effective, and participatory; that restores and builds trust, honesty, and a collective vision for a people united by common (and statute) law; and,

WHEREAS, the operation of good governance requires that public officials and employees be independent, impartial, and accountable to the people; that the City of Bridgeport conducts open and fair elections, free from partisan influence; that government decisions and policy be made in the best interests of the community and the government; that public office not be used for personal gain; that officials and employees not be unduly or inappropriately influenced by those they regulate or by those who seek special benefits from the City of Bridgeport; and that the public have confidence in the integrity and transparency of its government; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Miscellaneous Matters Item No. *78-17 Consent Calendar

-2-

WHEREAS, we desire to establish as a position of the City of Bridgeport that stringent, new electoral reforms and anti-corruption laws for politicians, lobbyists, and outside groups such as Super PACs, are necessary in order to protect and promote the First Amendment free speech rights of all citizens, regardless of political party, wealth, business or labor affiliations, and to foster ordinary legal permanent residents as the most important stakeholders in government instead of major donors or organizations; and,

WHEREAS, limits on contributions to political candidates at the federal level are justified by the need to reduce the potential for undue influence and the appearance of impropriety; and,

WHEREAS, contributions to candidates, and political spending on their behalf, from lobbyists, PACs, organizations, businesses, etc. present a potential risk of the appearance of impropriety; and,

WHEREAS, precedent suggests that restrictions on official actions taken by legislators in situations in which there may be conflicts of interest do not constitute restrictions on the First Amendment free speech rights of legislators; and,

WHEREAS, closing "the revolving door," where elected representatives and administrative staff accept jobs that give the appearance of impropriety, whether through a political party or through a lobbying firm, which further deteriorates the public's trust; and,

WHEREAS, substantial sums of money are spent in elections yet there is no public disclosure of private interests, including campaign donations received; and,

WHEREAS, the City of Bridgeport joins with other communities in the United States in seeking limits on and full transparency of political money and influence as necessary for the growth of an educated, engaged, and informed electorate.

NOW, THEREFORE, BE IT RESOLVED that it is the position of the City of Bridgeport that we denounce corruption in all its forms, in all levels of our government, commit to the values of good governance and to upholding clean elections and our Ethics Ordinance, and that stringent, new electoral reforms and anti-corruption laws be passed by the State of Connecticut and U.S. Congress, including to the extent permitted by law to enact legislation that prohibits candidates from taking campaign money from interests they regulate and from lobbyists; puts limits on PACs and other groups; increases transparency for campaign funding; stops elected representatives and senior staff from negotiating jobs while in office and bars them from all lobbying activity for three years once they leave office; and strengthens federal



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Miscellaneous Matters
Item No. *78-17 Consent Calendar

-3-

agencies to enforce the rules against candidates and identified groups defined in such legislation from violating the proposed laws.

BE IT FURTHER RESOLVED that the City of Bridgeport respectfully urges the State and Congressional Delegation to support and introduce anti-corruption legislation to the state and federal House and Senate addressing the issues herein described.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

Opposed

AmyMarie Vizzo-Paniccia, D-134th, **Co-Chair**

Nessah J. Smith, D-138th, **Co-chair**

Absent

Marcus A. Brown, D-132nd

Thomas C. McCarthy, D-133rd

Kyle Piché Langan, D-132nd

Denese Taylor-Moye, D-131st

Maria Zambrano Viggiano, D-136th

Aidee Nieves D- 137th, President
(Sat in to make quorum)

Council Date: June 4, 2018



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *90-17 Consent Calendar

RESOLVED, That the following named individual be, and hereby is, appointed to the Zoning Board of Appeals in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Edward J. McLaine (R)
35 Woodrow Avenue
Bridgeport, CT 06606

September 30, 2020

*This will replace the seat held by Linda Grace.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

Council Date: June 4, 2018
Tabled by Full Council: June 4, 2018

Item# *92-17 Consent Calendar

Appointment of Martha Santiago (D) to the Board of Park Commissioners.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: June 4, 2018

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

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

Date Signed: 6/15/18

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ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *92-17 Consent Calendar

RESOLVED, That the following named individual be, and hereby is, appointed to the Board of Park Commissioners in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Martha Santiago (D)
410 Kent Avenue
Bridgeport, CT 06610

December 31, 2019

*This will replace the seat held by Banjed Labrador.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, **Co-Chair**

Nessel J. Smith, D-138th, **Co-chair**

Marcus A. Brown, D-132nd

Thomas C. McCarthy, D-133rd

Kyle Piché Langan, D-132nd

Denese Taylor-Moye, D-131st

Maria Zambrano Viggiano, D-136th

Aidee Nieves D- 137th, President
(Sat in to make quorum)

Council Date: June 4, 2018

Item# *93-17 Consent Calendar

Appointment of Osiba A. Nelson (D) to the Water Pollution Control Authority Commission.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: June 4, 2018

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

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

Date Signed: 6/5/18

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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *93-17 Consent Calendar

RESOLVED, That the following named individual be, and hereby is, appointed to the Water Pollution Control Authority Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Osiba A. Nelson (D)
1154 Iranistan Avenue
Bridgeport, CT 06604

December 31, 2020

*This will fill a vacancy.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

Amy Marie Vizzo-Paniccia, D-134th, **Co-Chair**

Nessah J. Smith, D-138th, **Co-chair**

Marcus A. Brown, D-132nd

Thomas C. McCarthy, D-133rd

Kyle Fitch Langan, D-132nd

Denese Taylor-Moye, D-131st

Maria Zambrano Viggiano, D-136th

Aidee Nieves D- 137th, President
(Sat in to make quorum)

Council Date: June 4, 2018

Item# *94-17 Consent Calendar

Appointment of Nina Thomas (D) to the Water Pollution Control Authority Commission.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: June 4, 2018

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

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

Date Signed: 6/15/18

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ATTEST
CITY CLERK _____



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *94-17 Consent Calendar

RESOLVED, That the following named individual be, and hereby is, appointed to the Water Pollution Control Authority Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES


Nina Thomas (D)
74 Willow Street
Bridgeport, CT 06610


December 31, 2019

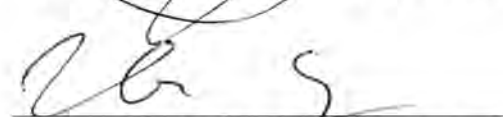
*This will fill a vacancy.

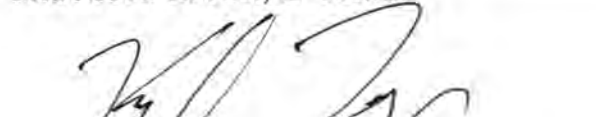
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS




Amy Marie Vizzo-Paniccia, D-134th, **Co-Chair**

Nessah J. Smith, D-138th, **Co-chair**

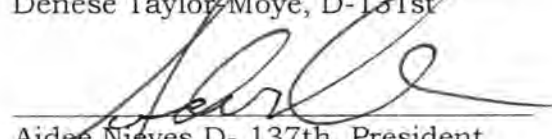
Marcus A. Brown, D-132nd

Thomas C. McCarthy, D-133rd

Kyle Piché Langan, D-132nd

Denese Taylor-Moye, D-131st

Maria Zambrano Viggiano, D-136th



Aideo Nieves D- 137th, President
(Sat in to make quorum)

Council Date: June 4, 2018

Item# *95-17 Consent Calendar

Appointment of Cynthia Hayes (D) to the Water Pollution Control Authority Commission.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: June 4, 2018

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

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

Date Signed: 6/15/18

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ATTEST
CITY CLERK _____



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *95-17 Consent Calendar

RESOLVED, That the following named individual be, and hereby is, appointed to the Water Pollution Control Authority Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Cynthia Hayes (D)
842 Reservoir Avenue
Bridgeport, CT 06606

December 31, 2018

*This will fill a vacancy.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

Amy Marie Vizzo-Paniccia, D-134th, **Co-Chair**

Nessah J. Smith, D-138th, **Co-chair**

Marcus A. Brown, D-132nd

Thomas C. McCarthy, D-133rd

Kyle Piché Langan, D-132nd

Denese Taylor-Moye, D-131st

Aidee Nieves D- 137th, President
(Sat in to make quorum)

Maria Zambrano Viggiano, D-136th

Council Date: June 4, 2018

Item# *100-17 Consent Calendar

Settlement of Pending Litigation with Paul Percudani.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: June 4, 2018

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim
Joseph P. Ganim, Mayor

Date Signed:

6/15/18

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18 JUN 18 PM 12:30

ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *100-17 Consent Calendar

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>NATURE OF CLAIM</u>	<u>SETTLEMENT</u>
Paul Percudani	Edmund Colllier 50 Cherry Street Milford, CT 06460	Motor Vehicle	High/Low Binding Arbitration of \$0-\$90,000* (*With the City's share to be limited to \$40,500 or 45%)

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on Miscellaneous Matters
Item No. *100-17 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

absent

AmyMarie Vizzo-Paniccia, D-134th, **Co-Chair**

Nessah J. Smith, D-138th, **Co-chair**

absent

Marcus A. Brown, D-132nd

Thomas C. McCarthy, D-133rd

Kyle Piché Langan, D-132nd

Denese Taylor-Moye, D-131st

Maria Zambrano Viggiano, D-136th

Aidee Nieves D- 137th, President
(Sat in to make quorum)

Council Date: June 4, 2018

Item# *110-17 Consent Calendar

Workers' Compensation Settlement/Stipulate Award in the matter of claimant LaFlamme.



Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: June 4, 2018

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

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

Date Signed: 6/15/18

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CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *110-17 Consent Calendar


BE IT RESOLVED, that the City Attorney, or Associate City Attorney, be authorized, empowered and directed to enter into on behalf of the City of Bridgeport, Stipulations with LaFlamme upon approval by the Workers' Compensation Commissioner of the Fourth District, and the City shall pay the said employee the sum as provided for in stipulation.

<u>NAME</u>	<u>NATURE OF CLAIM</u>	<u>ATTORNEY</u>	<u>AMOUNT</u>
LaFlamme	Workers' Compensation	Maureen Driscoll, Esq. 1077 Bridgeport Avenue Suite 100 Shelton, CT 06484	\$23,000+

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

absent

AmyMarie Vizzo-Paniccia, D-134th, **Co-Chair**



Nessah J. Smith, D-138th, **Co-chair**

Absent

Marcus A. Brown, D-132nd

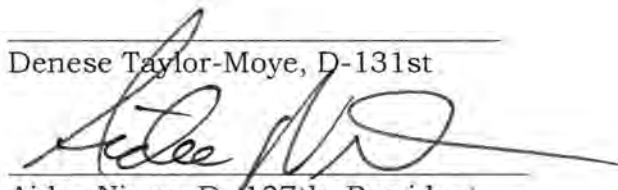


Thomas C. McCarthy, D-133rd

Kyle Piché Langan, D-132nd

Denese Taylor-Moye, D-131st

Maria Zambrano Viggiano, D-136th



Aidee Nieves D-137th, President
(Sat in to make quorum)

City Council Date: June 4, 2018

Item# 91-17

Appointment of Wayne A. Mazzoni (D) to the Zoning Board of Appeals, **DENIED.**



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: June 4, 2018

Denied by full council on: June 4, 2018

(from the floor)

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Handwritten signature of Joseph P. Ganim.

Joseph P. Ganim, Mayor

Date Signed:

6/15/18

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ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. 91-17

RESOLVED, That the following named individual be, and hereby is, appointed to the Zoning Board of Appeals in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed ~~and confirmed~~ DENIED. (from the floor)

NAME

TERM EXPIRES

Wayne A. Mazzoni (D)
287 Courtland Avenue
Bridgeport, CT 06606

December 31, 2020

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

Amy Marie Vizzo-Paniccia, D-134th, **Co-Chair**

Nessel J. Smith, D-138th, **Co-chair**

Marcus A. Brown, D-132nd

Thomas C. McCarthy, D-133rd

Kyle Piché Langan, D-132nd

Denese Taylor-Moye, D-131st

Maria Zambrano Viggiano, D-136th

Adee Nieves D- 137th, President
(Sat in to make quorum)

Council Date: June 4, 2018

Denied by full council on June 4, 2018 (from the floor)

Request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Robert Whitbread** of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years to remain employed by the City for another year.



**Report
of
Joint Committee
On
Contracts &**

Public Safety and Transportation

City Council Meeting Date: June 4, 2018

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

Approved by:

Joseph P. Ganim, Mayor

Date Signed: 6/15/18

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CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

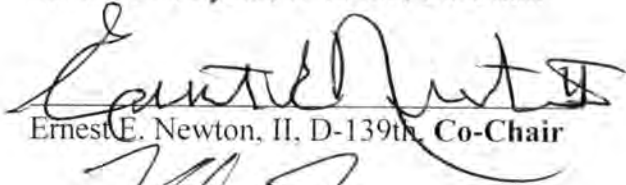
The Joint Committee on Contracts and Public Safety and Transportation begs leave to report; and recommends for adoption the following resolution:

Item No. 80-17

BE IT RESOLVED, that the request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Robert Whitbread** of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years to remain employed by the City for another year be and it hereby is, in all respects, approved, ratified and confirmed.

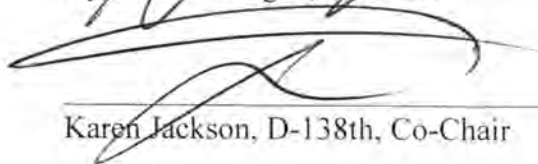
**RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON CONTRACTS & PUBLIC SAFETY AND
TRANSPORTATION**

Michelle A. Lyons, D-134th, Co-Chair



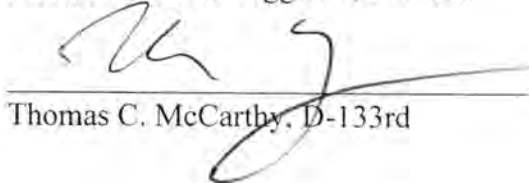
Ernest E. Newton, II, D-139th, Co-Chair

Kyle Piché Langan, D-132nd



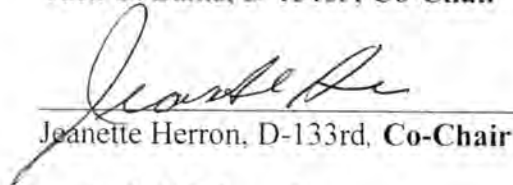
Karen Jackson, D-138th, Co-Chair

Maria Zambrano Viggiano, D-136th



Thomas C. McCarthy, D-133rd

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



Jeanette Herron, D-133rd, Co-Chair



Eneida L. Martinez, D-139th

Maria Valle, D-137th



Alfredo Castillo, D-136th



AmyMarie Vizzo-Paniccia, D-134th

City Council Date: June 4, 2018

Item# 81-17

Request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Daniel Magri** of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years to remain employed by the City for another year.



**Report
of
Joint Committee
On
Contracts &**

Public Safety and Transportation

City Council Meeting Date: June 4, 2018

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

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

Date Signed: 6/15/18

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CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

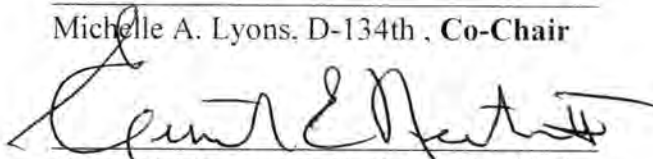
The Joint Committee on **Contracts and Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

Item No. 81-17

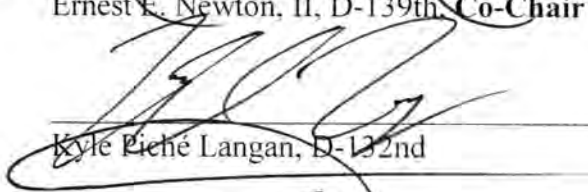
BE IT RESOLVED, that the request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Daniel Magri** of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years to remain employed by the City for another year be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON CONTRACTS & PUBLIC SAFETY AND
TRANSPORTATION**

Michelle A. Lyons, D-134th, Co-Chair



Ernest E. Newton, II, D-139th, Co-Chair

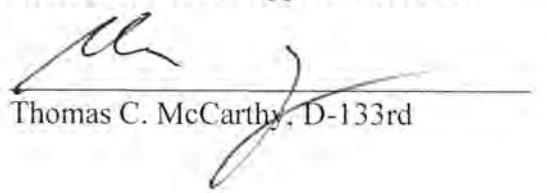


Kyle Piché Langan, D-132nd



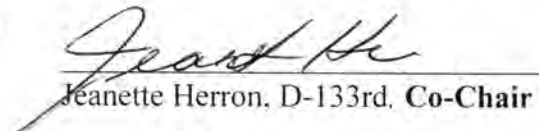
Karen Jackson, D-138th, Co-Chair

Maria Zambrano Viggiano, D-136th



Thomas C. McCarthy, D-133rd

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

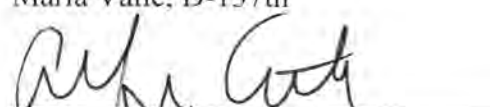


Jeanette Herron, D-133rd, Co-Chair

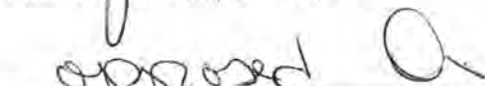


Eneida L. Martinez, D-139th

Maria Valle, D-137th



Alfredo Castillo, D-136th



AmyMarie Vizzo-Paniccia, D-134th

City Council Date: June 4, 2018

Item# 82-17

Request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Kevin Higgins** of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years to remain employed by the City for another year.



**Report
of
Joint Committee
On
Contracts &**

Public Safety and Transportation

City Council Meeting Date: June 4, 2018

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

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

Date Signed: 6/15/18

RECEIVED
CITY CLERKS OFFICE
18 JUN 18 PM 12:30

ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport:

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


Item No. 82-17

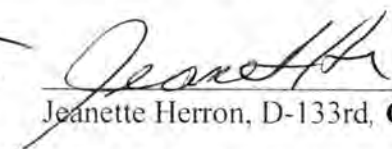
BE IT RESOLVED, that the request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Kevin Higgins** of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years to remain employed by the City for another year be and it hereby is, in all respects, approved, ratified and confirmed.

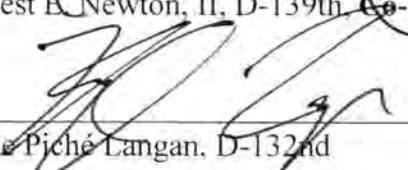
**RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON CONTRACTS & PUBLIC SAFETY AND
TRANSPORTATION**


Michelle A. Lyons, D-134th, **Co-Chair**

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


Ernest E. Newton, II, D-139th, **Co-Chair**


Jeanette Herron, D-133rd, **Co-Chair**

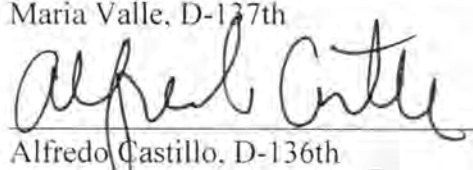

Kyle Piché Langan, D-132nd



Eneida L. Martinez, D-139th



Karen Jackson, D-138th, **Co-Chair**

Maria Valle, D-137th

Maria Zambrano Viggiano, D-136th


Alfredo Castillo, D-136th


Thomas C. McCarthy, D-133rd


AmyMarie Vizzo-Paniccia, D-134th

City Council Date: June 4, 2018

Request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Clayton Jurgens of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years to remain employed by the City for another year.



**Report
of
Joint Committee
On
Contracts &**

Public Safety and Transportation

City Council Meeting Date: June 4, 2018

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

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

Date Signed: 6/15/18

RECEIVED
CITY CLERKS OFFICE

18 JUN 18 PM 12: 30

ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport:

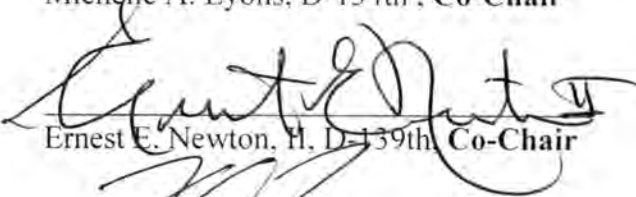
The Joint Committee on **Contracts and Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

Item No. 83-17

BE IT RESOLVED, that the request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Clayton Jurgens** of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years to remain employed by the City for another year be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON CONTRACTS & PUBLIC SAFETY AND
TRANSPORTATION**

Michelle A. Lyons, D-134th, **Co-Chair**



Ernest E. Newton, II, D-139th, **Co-Chair**

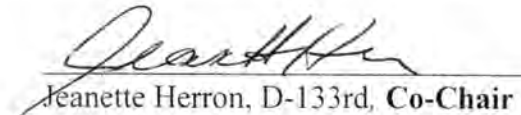
Kyle Piché Langan, D-132nd

Karen Jackson, D-138th, **Co-Chair**

Maria Zambrano Viggiano, D-136th

Thomas C. McCarthy, D-133rd

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



Jeanette Herron, D-133rd, **Co-Chair**

Eneida L. Martinez, D-139th

Maria Valle, D-137th

Alfredo Castillo, D-136th

Amy Marie Vizzo-Paniccia, D-134th

City Council Date: June 4, 2018

Request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Francisco Rivera** of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years to remain employed by the City for another year.



**Report
of
Joint Committee
On
Contracts &**

Public Safety and Transportation

City Council Meeting Date: June 4, 2018

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

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

Date Signed: 6/15/18

RECEIVED
CITY CLERKS OFFICE

18 JUN 18 PM 12: 30

ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport,

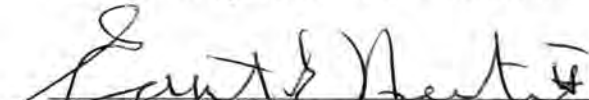
The Joint Committee on Contracts and Public Safety and Transportation begs leave to report; and recommends for adoption the following resolution:

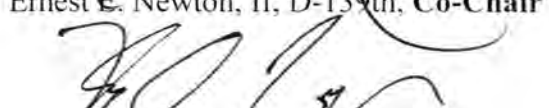
Item No. 96-17

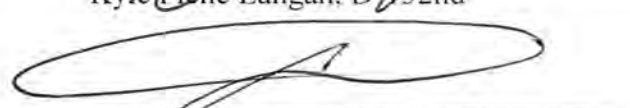
BE IT RESOLVED, that the request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Francisco Rivera** of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years to remain employed by the City for another year be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON CONTRACTS & PUBLIC SAFETY AND
TRANSPORTATION**

Michelle A. Lyons, D-134th , **Co-Chair**


Ernest E. Newton, II, D-139th, **Co-Chair**

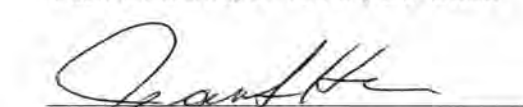

Kyle Piche Langan, D-132nd

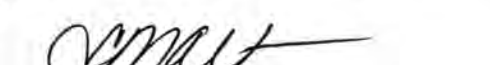

Karen Jackson, D-138th, Co-Chair

Maria Zambrano Viggiano, D-136th

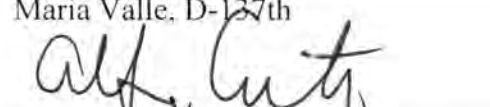

Thomas C. McCarthy, D-133rd

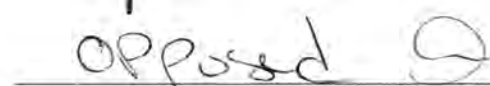
Jack O. Banta, D-131st , **Co-Chair**


Jeanette Herron, D-133rd, **Co-Chair**


Eneida L. Martinez, D-139th

Maria Valle, D-137th


Alfredo Castillo, D-136th


AmyMarie Vizzo-Paniccia, D-134th

City Council Date: June 4, 2018

Item# 97-17

Request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Peter Mosley** of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years to remain employed by the City for another year.



**Report
of
Joint Committee
On
Contracts &**

Public Safety and Transportation

City Council Meeting Date: June 4, 2018

Attest: Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim, Mayor

Date Signed: 6/15/18

RECEIVED
CITY CLERKS OFFICE

18 JUN 18 PM 12: 30

ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

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

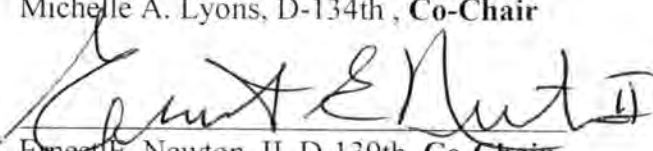
Item No. 97-17

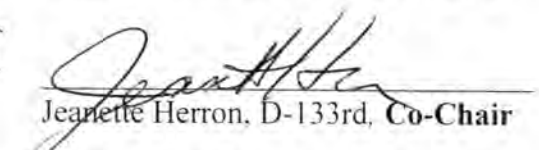
BE IT RESOLVED, that the request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Peter Mosley** of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years to remain employed by the City for another year be and it hereby is, in all respects, approved, ratified and confirmed.

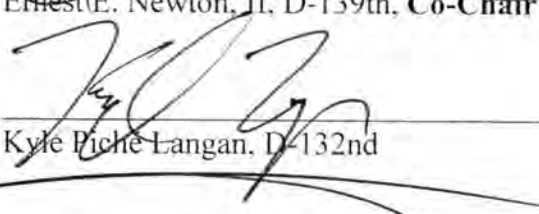
**RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON CONTRACTS & PUBLIC SAFETY AND
TRANSPORTATION**

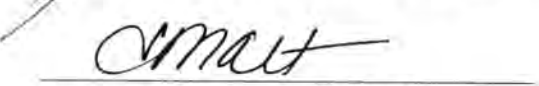
Michelle A. Lyons, D-134th, **Co-Chair**

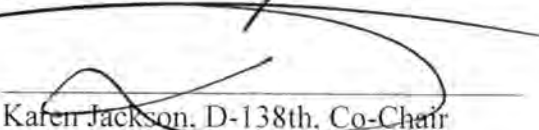
Jack O. Banta, D-131st, **Co-Chair**


Ernest E. Newton, II, D-139th, **Co-Chair**


Jeanette Herron, D-133rd, **Co-Chair**

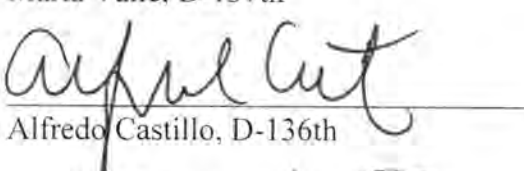

Kyle Piche Langan, D-132nd



Eneida L. Martinez, D-139th



Kafem Jackson, D-138th, **Co-Chair**

Maria Valle, D-137th

Maria Zambrano Viggiano, D-136th


Alfredo Castillo, D-136th


Thomas C. McCarthy, D-133rd


AmyMarie Vizzo-Paniccia, D-134th

City Council Date: June 4, 2018

Item# 115-17

Settlement of Pending Litigation with Twila Williams,
Adm. Estate.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: June 4, 2018
(OFF THE FLOOR)

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

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

Date Signed: 6/15/18

RECEIVED
CITY CLERKS OFFICE

18 JUN 18 PM 12:31

ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 115-17

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>NATURE OF CLAIM</u>	<u>SETTLEMENT</u>
Twila Williams Adm. Estate	Law Office of Daly, Weihing & Bochanis 1777 North Avenue Bridgeport, CT 06604	Fire/Deaths (4)	High/Low Binding Agreement for court side trial or to settle the case in accordance with the terms discussed in executive session with the Misc. Matters Committee on June 4, 2018 (Special Meeting).

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.

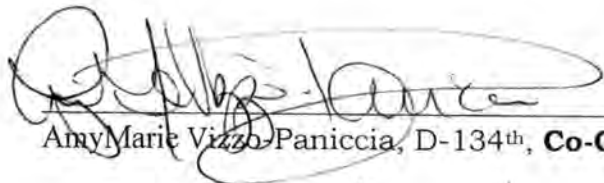


City of Bridgeport, Connecticut
Office of the City Clerk

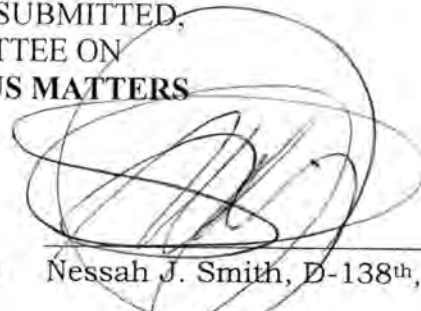
Report of Committee on Miscellaneous Matters
Item No. 115-17

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



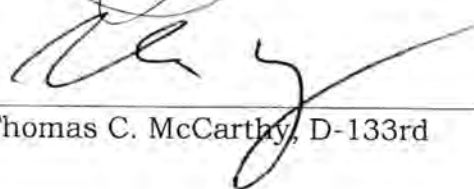
Amy Marie Vizzo-Paniccia, D-134th, **Co-Chair**



Nessah J. Smith, D-138th, **Co-chair**



Marcus A. Brown, D-132nd



Thomas C. McCarthy, D-133rd

Kyle Piché Langan, D-132nd

Denese Taylor-Moye, D-131st

Maria Zambrano Viggiano, D-136th

Council Date: June 4, 2018 (OFF THE FLOOR)