

**SUPPLEMENTAL AGENDA  
MEETING OF THE COURT OF COMMON COUNCIL  
JULY 10, 2017**

**ACTION TAKEN**

**COMMUNICATIONS**

10. MAYOR BRONIN, with accompanying resolution authorizing the execution of an amended and restated license agreement between the City and Colt Gateway, LLC for the use of City-owned property located at 260 Huyshope Avenue.

**FOR ACTION**

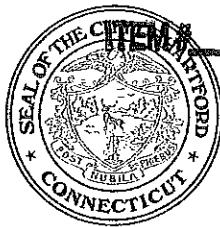
11. Resolution authorizing only the West Indian Social Club to utilize the outdoor sound system during the time herein to further enhance its recognition and celebrations during the West Indian Celebration Week in the City of Hartford, all other business, homes, residential units, and vendors are subject to the noise ordinance without exception.

12. Resolution authorizing the Sportsman's Athletic Club, the West Indian Social Club, and the New England District Grand Lodge #1 to utilize their outdoor sound systems on certain dates in recognition and celebration during the West Indian Celebration Week in the City of Hartford.

**RESOLUTIONS**

13. (COUNCILMAN DEUTSCH) Resolution requesting that the contractual terms for engagement of firm of Greenberg Traurig LLP [GT LLP] be modified towards achievement of structural balance and sustainability.

Attest: John V. Bazzano  
City Clerk



ON AGENDA

**Luke A. Bronin**  
Mayor

July 10, 2017

Honorable Thomas J. Clarke II, Council President, and  
Members of the Court of Common Council  
City of Hartford  
550 Main Street  
Hartford, CT 06103

**RE: Colt License Agreement**

Dear Council President Clarke:

Attached for your consideration is a resolution authorizing the execution of an amended and restated license agreement between the City of Hartford ("City") and Colt Gateway, LLC ("Colt") for the use of the City-owned property located at 260 Huyshope Avenue ("the Property").

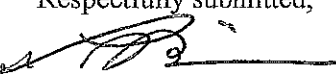
The Property is bounded by Huyshope and Hendricxsen Avenues and Curcombe and Masseek Streets and is currently used by Colt as parking under a License Agreement originally executed on December 1, 2012 and amended on December 5, 2015. The License Agreement was executed for ten years with the option to extend for an additional five years. Under the current terms of the Agreement, Colt is allowed the exclusive use of 300 of the 500 parking spaces in the lot at certain times and must pay an annual fee of \$6,000 in years one through five and \$12,000 per year for the remaining 10 years.

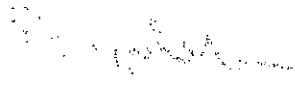
As part of the establishment of the Coltsville National Historical Park, Colt will transfer a building in the Colt Complex to the National Park Service. In order to proceed with that transfer, all parties must be assured of the financial viability and marketability of the Colt Complex for current and future tenants. A component of this assurance is the availability of sufficient parking for tenants and park visitors. Therefore, amendments to the current License Agreement have been negotiated by the City and Colt.

Amendments include a 20-year increase in the term of the Agreement, from 15 to 35 years. The expiration date is therefore modified from the year 2027 to 2047. The annual license fee, which was to increase from \$6,000 to \$12,000 in 2017, will remain at \$6,000 until 2022 when it will increase to \$12,000. Every five years, thereafter, the annual fee will increase by an additional \$6,000. The License Agreement formerly required Colt to improve 325 parking spaces by December of 2017. The proposed Amendment requires Colt to improve the entire Property to current zoning standards by November 30, 2021. After improvements are complete, the Property will continue to have 500 parking spaces and Colt will continue to have exclusive use of 300 of those spaces from 7 AM to 7 PM, Monday through Friday. However, the City will have the right to request an earlier departure time when there are events at Colt Park or Dillon Stadium. Colt will continue to maintain the Property.

The upgraded lot will be an asset to tenants of Colt Gateway, residents of the Sheldon/Charter Oak Neighborhood, and visitors to the Coltsville National Historical Park. I respectfully request your passage of the attached resolution.

Respectfully submitted,

  
Luke A. Bronin  
Mayor

  
550 Main Street  
Hartford, Connecticut 06103  
Telephone (860) 757-9500  
Facsimile (860) 722-6606

**INTRODUCED BY:**  
Luke A. Bronin, Mayor

**COURT OF COMMON COUNCIL**  
City of Hartford, July 10, 2017

**WHEREAS**, the City of Hartford ("City") is the fee owner of a certain parcel of real property located at 260 Huyshope Avenue and bounded by Huyshope and Hendricxsen Avenues and Masseek and Curcombe Streets (the "Property"); and

**WHEREAS**, the City entered into a License Agreement dated December 1, 2012 with Colt Gateway LLC ("Colt"), the owner of the buildings constituting the Colt Complex, to provide additional parking for its commercial tenants; and

**WHEREAS**, the material terms of the License Agreement include the following: a ten-year term with a right to extend it for another five years; an annual license fee due the City in the amount of \$6,000.00, and \$8,000.00 per year for the renewal term; a non-exclusive right for parking up to five hundred (500) vehicles on the Property; Colt will insure, maintain and operate the Property; Colt will improve certain portions of the Property at its sole expense within certain time frames; the City could terminate the License Agreement at any time with six (6) months prior written notice; and

**WHEREAS**, the City and Colt executed a First Amendment to the License Agreement dated December 5, 2015 which modified the terms by allowing up to three hundred parking spaces to be used exclusively by Colt on certain dates and times; increasing the annual fee in years six through twelve to \$12,000.00; eliminating the City's termination right; and reducing the timetable for Colt to improve other sections of the Property; and

**WHEREAS**, the establishment of Coltsville National Historical Park depends in part on the successful private rehabilitation of the structures in the Colt Complex and the City's commitment that the properties within the boundaries of the national park will be managed and operated consistent with the national park designation; and

**WHEREAS**, Colt has made, and continues to make, significant improvements to the buildings constituting the Colt Complex and, as a result of those improvements, has secured and continues to secure, commercial and residential tenants in the Colt Complex; and

**WHEREAS**, in furtherance of the Coltsville National Historical Park, Colt and the City have negotiated certain revisions to the material terms of the License Agreement as set forth below:

1. The term of the License Agreement is increased from 15 years to 35 years and the termination date is extended to November 30, 2047; and
2. The annual license fee is \$6,000.00 for years one through ten of the License Agreement and then it increases by \$6,000 every five years thereafter; and
3. Colt must improve the entire Property to current zoning standards, by November 30, 2021, including, but not limited to, drainage, paving, lighting and landscaping; and

4. Colt continues to have exclusive use of three hundred parking spaces, (out of a total of 500 spaces which will be available once the property is improved to current zoning standards) from 7:00 am to 7:00 pm Monday through Friday on the Property, but the City has the right to request an earlier departure time when there are events at Dillon Stadium or Colt Park and these time restrictions are subject to change and further negotiation five years from now in 2022; now, therefore, be it

**RESOLVED**, that the Mayor is hereby authorized to enter into and execute an amendment to the License Agreement for the purposes set forth above, upon and subject to the above terms and conditions and such other terms and conditions that the Mayor and the Corporation Counsel may deem appropriate and in the best interests of the City; and be it further

**RESOLVED**, that the Mayor is hereby further authorized to execute any and all manner of other documents and to take such other actions as he and the Corporation Counsel may deem appropriate and in the best interests of the City in order to effectuate the above transaction; and be it further

**RESOLVED**, that no person or entity shall be entitled to rely on, or otherwise claim any benefit by reason of this resolution should the Mayor fail to execute the aforementioned amendment, or to take any of the other aforesaid actions; and be it further

**RESOLVED**, that all approvals and authorizations provided hereby are contingent upon, and only shall be effective on and by means of, the Mayor executing such lease and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor and the Corporation Counsel.

ITEM # 11 ON AGENDA

INTRODUCED BY  
Thomas J Clarke II, Council President

COURT OF COMMON COUNCIL  
City of Hartford, June 12, 2017

**Whereas**, The West Indian Social Club has been in existence in Hartford since 1950, and is currently located at 3340 Main Street; and

**Whereas**, This year is the 55th West Indian Celebration Week in the City of Hartford; and

**Whereas**, The West Indian Celebration Week will occur August 4, 2017 through August 12, 2017; and

**Whereas**, During this week of celebration the West Indian Social Club hosts some of its event outdoors on property owned by the West Indian Social Club, and

**Whereas**, The West Indian Social Club would like to continue this tradition; now therefore, be it

**Resolved**, That the Court of Common Council authorize the West Indian Social Club to utilize the outdoor sound system on the following dates and times to further enhance its recognition and celebrations during the West Indian Celebration Week in the City of Hartford:

Tuesday, August 8, 2017 from 9:00 p.m. – 12:00 a.m.

Friday, August 11, 2017 from 9:00 p.m. - 1:00 a.m. and

Saturday August 12, 2017 from 9:00 p.m. - 1:00 a.m., and be it further

**Resolved**, That the outdoor sound system speakers shall be pointed toward the East subject to the permit from the Hartford Police Department; and be it further

**Resolved**, That this resolution applies only to the West Indian Social Club located at 3340 Main Street, Hartford, Connecticut and all other business, homes, residential units, and vendors are subject to the noise ordinance without exception.

INTRODUCED BY:  
Councilwoman rJo Winch  
Council President Clarke

COURT OF COMMON COUNCIL  
City of Hartford  
June 12, 2017

**Whereas,** The Sportsman's Athletic Club has been in existence in Hartford since 1963 by a group of cricket enthusiasts, located at 2976 Main Street, the West Indian Social Club has been in existence in Hartford since 1950 located at 3340 Main Street, and the New England District Grand Lodge #1 has been in existence in Hartford since 1967 located at 3363 Main Street; and

**Whereas,** This year is the 55<sup>th</sup> West Indian Celebration week in the City of Hartford; and

**Whereas,** The West Indian week celebration will occur August 6, 2017 thru August 12, 2017; and

**Whereas,** During this week of celebration the Sportsman's Athletic Club, the West Indian Social Club, and the New England District Grand Lodge #1 will host part of their events outdoors on their property; and

**Whereas,** The Sportsman's Athletic Club, the West Indian Social Club, and the New England District Grand Lodge #1 makes this request annually to continue their traditions; now therefore, be it

**Resolved,** That the Court of Common Council authorizes the Sportsman's Athletic Club, the West Indian Social Club, and the New England District Grand Lodge #1 to utilize their outdoor sound systems on the following dates and times in recognition and celebration during the West Indian Celebration week in the City of Hartford:

- Tuesday, August 8, 2017 from 8:00 p.m. – 12:00 a.m.
- Friday, August 11, 2017 from 8:00 p.m. – 12:00 a.m.
- Saturday, August 12, 2017 8:00 p.m. – 12:00 a.m.; and be if further

**Resolved,** That the outdoor sound system speakers shall be pointed toward east as outlined in the City's noise ordinance which is subject to permit from the Hartford Police Department; and be if further

**Resolved,** That this resolution applies only to the Sportsman's Athletic Club located at 2976 Main Street, the West Indian Club located at 3340 Main Street, and the New England District Grand Lodge #1 located at 3363 Main Street, Hartford, Connecticut, on the dates indicated above and all other business, homes, residential units, and vendors are subject to the noise ordinance without exceptions.

ITEM # 13 ON AGENDA

INTRODUCED BY

COURT OF COMMON COUNCIL

Councilperson Larry Deutsch

July 10, 2017

**RESOLVED**, That contractual terms for engagement of firm of Greenberg Traurig LLP [GT LLP] be modified towards achievement of structural balance and sustainability in accordance with following:

1. Compensation during initial and succeeding months for GT LLP be \$20,000 and \$35,000, respectively OR
2. Overall reduction of charges from estimated 15% to estimated 40%, WITH
3. Bonding agreement [details according to Greenberg Traurig LLP] for restoration of originally-proposed fee schedule through 11-year bonding agreement (payable through mutual agreement approved by City Council at 5 ½ years) with GT LLP upon restructuring achievements as follows:
  - a. City achieves a balanced budget with Charter-required minimum pension payments (maintaining at least 85% funding liability);
  - b. Agreements (none under arbitration) with major collective bargaining units
  - c. terminations of long-term leases for certain major commercial Downtown properties such as Constitution Plaza;
  - d. restructuring of payments for, or final sale of, Hartford Stadium Authority (HSA) bonds