AGENDA MEETING OF THE COURT OF COMMON COUNCIL April 9, 2018

ACTION TAKEN

COMMUNICATIONS

- MAYOR BRONIN, with accompanying resolution authorizing the City to accept donations from the Bushnell Park Foundation, Inc. for certain improvements to Bushnell Park.
- MAYOR BRONIN, with accompanying resolution authorizing the City to enter into an abatement agreement with Overlook Village Associates II, LLC for rental units being develop at 421 Granby Street.
- 3. HEALTH AND HUMAN SERVICES COMMITTEE, Communication to update status on resolution concerning Banning "Vaping" Electronic Cigarettes in Public Spaces.

REPORTS

4. COMMITTEE OF THE WHOLE, with accompanying resolution concerning authorization to enter into a license agreement with the Capital Region Development Authority for the operation of Dillon Stadium.

FOR ACTION

- 5. Substitute Ordinance creating a Registry of Owners of Residential Rental Property Amending Chapter 18, Section 150 of the Hartford Municipal Code.
- 6. Substitute ordinance amending Chapter 2A Pensions, Section 2A-5, Section 2A-6, and Section 2A-25 of the Hartford Municipal Code.
- 7. Ordinance amending Chapter 2, Section 2-850 concerning Residency Requirements of the Municipal Code.
- 8. Ordinance amending Chapter 29, Article I, to add Section 29-18 relating to the Use of Unmanned Aerial Vehicles by the Hartford Police Department, of the Municipal Code.
- 9. Resolution concerning the appointment of Victor Luna, Jr. to the Court of Common Council established Charter Revision Commission.
- Ordinance amending Chapter 2, Article VI, Division 4, Section 2-352 concerning compensation for nonunion and unclassified executive service classification of the Hartford Municipal Code.
- 11. Resolution requesting that The Charter Revision Task Force consist of five members and shall meet when 51% of the members are appointed.
- 12. Ordinance amending Chapter 32, Article 18 of the Municipal Code of the City of Hartford for the purpose of extending the Elderly Tax Relief Program for taxes due on the list of October 1, 2017.

RESOLUTIONS

- 13. (COUNCILMAN CLARKE II) Resolution calling for a meeting with the Hartford Delegation and City Council Members to discuss matters concerning the City and The Board of Education.
- (COUNCILMAN CLARKE II) Resolution supporting the Black and Puerto Rican 2018 Legislative Agenda.
- 15. (ASSISTANT MAJORITY LEADER GALE) (MAJORITY LEADER CONCEPCION) (COUNCILMAN SANCHEZ) Resolution requesting that the City Council shall be included in all management and supervisory practices currently required of and applicable to all appointing authorities of the City of Hartford
- 16. (ASSISTANT MAJORITY LEADER GALE) Resolution appointing Councilmember John Q. Gale as the designee of the City Council on the Poet Laureate Selection Committee established by the Commission of Cultural Affairs.

John V. Bazzano City Clerk

Attest:



ITEM#____ON AGENDA

April 9, 2018

Honorable Glendowlyn L.H. Thames, Council President, and Members of the Court of Common Council City of Hartford 550 Main Street Hartford, CT 06103

RE: Bushnell Park Foundation, Inc.

Dear Council President Thames:

Attached for your consideration is a resolution authorizing the City of Hartford to accept donations of \$265,000 and \$18,255 from the Bushnell Park Foundation, Inc. for certain improvements to Bushnell Park.

The first grant of \$265,000 will fund Financial and other support for a new playground to replace the one recently removed by the City, and the second grant of \$18,255 will fund repair work to seal water leaks in the two towers of the Soldiers and Sailors Memorial Arch. These improvements are to be paid in whole or in part from the proceeds of the Foundation's fundraising efforts. Some of the improvements may be subject to the prior review and approval of City regulatory agencies.

The City acknowledges the support and assistance received over many years from Bushnell Park Foundation, Inc. and its important role in the care and upkeep of Bushnell Park. We are proud of our continued partnership and will continue working towards our shared goal to protect, preserve, promote and maintain Bushnell Park.

Thank you for your favorable consideration.

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, April 9, 2018

WHEREAS, the City of Hartford (the "City") owns and maintains Bushnell Park (the "Park"), an historic park, the acquisition of which was approved by the City in December, 1853; and

WHEREAS, Bushnell Park Foundation, Inc. (the "Foundation") is a 501(c)3 not-for-profit organization whose purpose is to support the City's efforts to protect, preserve, promote and maintain the Park; and

WHEREAS, the Foundation proposes the following as improvements to the Park (the "Improvements"): financial and other support for repair work to seal water leaks in the two towers of the Soldiers and Sailors Memorial Arch in the amount of \$18,225; and financial and other support for a new playground to replace the one recently removed by the City in the amount of \$265,000; and

WHEREAS, the City's Department of Public Works has reviewed and endorsed the Improvements; and

WHEREAS, the Foundation is committed to continuing to conduct fund-raising activities to achieve its goal to protect, preserve, promote and maintain the Park; now therefore, be it

RESOLVED, that the City is hereby authorized to accept from the Foundation donations for Improvements to the Park to be paid for from the proceeds of the Foundation's fundraising efforts provided, where applicable, the Improvements receive required municipal approvals; and be it further

RESOLVED, that the Mayor is hereby authorized to execute and deliver any and all manner of documents and take such other actions as he and the Corporation Counsel may deem appropriate and in the best interests of the City in order to further and/or effectuate the City's receipt of the aforementioned gifts/donations; and be it further

RESOLVED, that, if applicable, 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 documents or take any of the aforesaid actions, and be it further

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



ITEM# ON AGENDA

April 9, 2018

Honorable Glendowlyn L.H. Thames, Council President, and Members of the Court of Common Council City of Hartford 550 Main Street Hartford, CT 06103

RE: Willow Creek Phase II, Tax Abatement

Dear Council President Thames:

Attached for your consideration is a resolution authorizing the City of Hartford to enter into a 15-year tax abatement agreement with Overlook Village Associates II, LLC for rental housing units being developed at 421 Granby Street also known as Willow Creek Apartments.

Overlook Village Associates II, LLC ("Overlook") has entered into a 65-year lease agreement with the Housing Authority of the City of Hartford for redevelopment of a 10- acre parcel of the 61.5- acre site currently known as Chester A. Bowles Park. Upon completion, Willow Creek Apartments, Phase II will consist of 43 rental apartments, 38 affordable units and 5 market rate units within eleven (11), 2-3 story buildings providing a unit mix of flat and townhouse apartments in a variety of 1, 2, 3, and 4-bedroom units. The project will complement Phase I, currently under construction, and share its' amenities including the community building which will house a community room with a kitchenette, computer/business center, exercise facility, sitting area, and laundry facility. The total development budget is \$19,011,214.00 with a construction budget of \$13,915,149.00. Construction will commence in 2018 and be completed in late 2019. Overlook Village Associates II, LLC has committed to set aside 15% of the total construction project cost for certified Minority & Women Business Enterprises, assure that no less than 15% of total project work hours by trade will be worked by minority and or women trade workers, and assure that no less than 30% of total project work hours will be worked by Hartford residents.

Taxes on Willow Creek Apartments, Phase II are estimated at \$66,328.79 per year or \$1,542.53 per unit. Staff recommends and the developer has agreed to an annual tax payment of \$30,400.00 or \$800 per unit for the 38 affordable units from year 1 to 10 and a minimum annual tax payment of \$22,800.00 (\$600/unit) with a maximum tax payment of \$30,400.00 (\$800/unit) in years 11-15. The reason for the suggested range for payment in years 11-15 is to assure that the developer can meet the debt service coverage ratio requirements of the Low Income Housing Tax Credit Program, which the developers are utilizing to keep rents affordable to households at 25%, 50% and 80% of the Area Median Income. The developer will pay full taxes for the term of the abatement for the market rate units, estimated at \$7,712.65 year or \$1,542.53 per unit. The collective

550 Main Street Hartford, Connecticut 06103 Telephone (860) 757-9500 Facsimile (860) 722-6606 estimated tax payment is \$38,112.65 per year. The Tax Abatement Committee approved this abatement at their meeting held March 23, 2018.

The recommended abatement is identical to the abatement for Phase I, approved by City Council on March 13, 2017, with the exception that the developer will pay full tax on the five market rate units. I urge favorable action.

Respectfully submitted,

Luke A. Bronin

Mayor

INTRODUCED BY:

Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL

City of Hartford, April 9, 2018

WHEREAS, Willow Creek Apartments, Phase II Rental is a 10-acre development which will include a total of 43 units consisting of 38 affordable residential units and five market rate residential units located on a parcel of land currently known as 421 Granby Street, (the "Property"), owned by the Housing Authority of the City of Hartford, (the "HACH"), proposed by Overlook Village Associate II, LLC; and

WHEREAS, Overlook Village Associates II, LLC will lease the land from the HACH for a term of 65 years and construction is to commence in the year 2018; and

WHEREAS, Overlook Village Associates II, LLC has submitted an application for a new tax abatement which documents the need for tax relief and the Tax Abatement Committee has recommended such an agreement; now, therefore, be it

RESOLVED, That the Mayor is hereby authorized to enter into a Tax Abatement Agreement with Overlook Village Associates II, LLC for the Property, subject to the following conditions:

- 1. The term of the Agreement shall not exceed Fifteen (15) years from the date on which the first temporary certificate of occupancy (TCO) or permanent certificate of occupancy (CO) whichever is earlier issued on the property.
- 2. Developer will pay prorated real estate tax on any improvements that receives TCO or CO for the fiscal year such is issued during the construction phase.
- 3. Developer will pay eight hundred dollars (\$800.00) per unit per year for the 38 affordable units totaling of \$30,400.00 per year for the remainder of the initial ten (10) year term. From year 11-15 developer will pay the greater of six hundred dollars (\$600) per unit/year for a total of \$22,800.00 per year or any net operating income (NOI) that will result in a Debt Service Coverage Ratio higher than 1.15 but not to exceed \$800/unit. Developer will pay full tax for the five (5) market rate units estimated at \$1,542.53 per unit for the term of the abatement.
- 4. After the initial year, the unabated taxes shall be subject to a 2% increase per unit per year in each year the city upwardly adjusts the Grand Levy (e.g., the amount of revenue raised by property taxes in a fiscal year), with the 2% increases being effective July 1st of each year as applicable.
- 5. During the term of the abatement, all 38 units are to remain affordable as prescribed by the Low Income Housing Tax Credit Program. In the absence of a Deed or Mortgage Instrument defining affordability, the City of Hartford will determine affordability utilizing an established, transparent methodology.
- 6. Owner shall comply with all applicable laws, regulations, ordinances and codes of the United States, the State of Connecticut and the City of Hartford in the operation and management of the Premises.
- 7. The tax abatement agreement shall be non-assignable, non-transferable without written consent of the Mayor of the City of Hartford.

- 8. Notwithstanding anything to the contrary in this Agreement, City agrees that this Agreement shall automatically transfer and inure to the benefit of any party succeeding to the interest of the Owner under this Agreement. as a result of a foreclosure of a mortgage encumbering the Property or a transfer in lieu of foreclosure or realizing on a pledge or security interest of the equity interests in such Owner (including, without limitation, replacement of the managing member of such Owner), and if such transferee is a bank or other financial institution, such rights shall automatically transfer and inure to the benefit of any party immediately succeeding to the interest of such bank or other financial institution.
- 9. Upon any future sale or refinance, during the term of the abatement payment shall be made to the City of 10% of the net sales proceeds, or equity recapture, not to exceed the total of abated taxes.
- 10. During construction, Developer will comply with Article XII, Section 2-680 of the Hartford Municipal Code, Hartford Affirmative Action Plan / Equal Employment Opportunity which requires developer to set aside 15% of the total construction project cost for certified Minority & Women Business Enterprises, assure no less than 15% of total project work hours by trade will be worked by minority and or women trade workers, no less than 30% if total project work hours to be worked by Hartford Residents.
- 11. In the case of default, the City of Hartford shall retain the right to cancel the agreement and its remedy shall include the payment of abated taxes.

RESOLVED, That the Mayor is 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 interest of the City in order to effectuate the above transition; 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 agreement or other documents, or to take any of the 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 parties executing such documents, and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor and the Corporation Counsel.

CITY OF HARTFORD 550 MAIN STREET HARTFORD, CONNECTICUT 06103



Glendowlyn L. H. Thames, Council President Julio A. Concepción, Majority Leader John Q. Gale, Assistant Majority Leader Wildaliz Bermúdez, Minority Leader

John V. Bazzano, Town and City Clerk

Thomas J. Clarke II Councilman Cynthia R. Jennings, Councilwoman James Sánchez, Councilman Larry Deutsch, Councilman rJo Winch, Councilwoman

April 9, 2018 Honorable Glendowlyn Thames Council President and City Council Members 550 Main Street room 208 Hartford, Connecticut 06103

COMMUNICATION

Dear Council President and City Council Members:

The Health and Human Services Committee held a special meeting due on Monday, April 2, 2018 at 5:00 pm in the Council Chambers. The following were present:

Health and Human Services Committee Chair Larry Deutsch, committee member Councilperson James Sanchez, Health and Human Services Director Liany Arroyo, Corporation Council Demar Osbourne, Ken Farbstien of NIATX Foundation and Maria Ayala

Referred item:

RESOLUTION CONCERNING BANNING "VAPING" ELECTRONIC CIGARETTES IN PUBLIC SPACES. (COUNCILMAN DEUTSCH)

After a brief discussion on the item, the committee decided to postpone the item to include an amendment to existing city ordinance. The ordinance would add a "no smoking" zone to city/public structures, which would include the use of "E-cigarettes, vaping electronic nicotine delivery systems, smokeless tobacco, and hookah to the language referring to cigarettes and cigars.

Larry Deutsch - yes James Sanchez - yes The item was postponed.

Other business:

Committee Chair introduced items that will be explored during the next H & H S committee meeting on June 4, 2018. The items include but are not limited to:

- Immigrant population
- Opioids
- Gun violence
- Concussions from school field activities

The meeting was then adjourned.

Respectfully submitted by Land Meluloc

Larry Deutsch

Chairman of Health and Human Services Committee

CITY OF HARTFORD
550 MAIN STREET
HARTFORD, CONNECTICUT 06103



Glendowlyn L. H. Thames, Council President Julio A. Concepción, Majority Leader John Q. Gale, Assistant Majority Leader Wildaliz Bermúdez, Minority Leader

John V. Bazzano, Town and City Clerk

Thomas J. Clarke II Councilman Larry Deutsch, Councilman Cynthia R. Jennings, Councilwoman James Sánchez, Councilman rJo Winch, Councilwoman

Report

April 9, 2018

Honorable Glendowlyn L. H. Thames, Council President City of Hartford 550 Main Street, Room 208 Hartford, CT 06103

Dear Members of the Court of Common Council:

The Committee of the Whole (COW) held a special meeting on April 2, 2018, 6:30pm at the Sport and Medical Sciences Academy, 280 Huyshope Avenue, Hartford, CT to discuss the following referred item as reflected on the committee agenda.

Item #1

Communication from Mayor Bronin, with accompanying resolution concerning authorization to enter into a license agreement with the Capital Region Development Authority for the operation of Dillon Stadium.

The following were present: Council President and Committee Chair Glendowlyn L. H. Thames, Majority Leader Julio Concepción, Assistant Majority Leader John Gale, Minority Leader Wildaliz Bermudez, Councilman Thomas J. Clarke II, Councilman Larry Deutsch, Councilwoman Cynthia Jennings and Councilman James Sánchez.

Also present were, Howard Rifkin, Corporation Counsel, Ronald Van Winkle, Chief Operating Officer, Reginald D. Freeman, Fire Chief/Emergency Management Director and Interim Director of

Public Works, Thomas Baptist, Superintendent, Department of Public Works, Kiley Gosselin, Acting Director of Development Services, Michael Looney, Interim Deputy Director, Department of Public Works, Jose Colon, Principal of Sport and Medical Sciences Academy, Elisa Hobbs, Program Manager for Development Services, Glenn E. Geathers, Neighborhood Development Specialist II for Development Services, Alexandra Beaudoin, Special Assistant to the Chief of Staff & Intergovernmental Affairs, Kevin Murray, Executive Assistant, Michael Freimuth, Executive Director, Capitol Region Development Authority (CRDA), Bruce Mandell, President, Data-Mail, Inc., Scott Schooley, President, Woodside Capital and other concerned citizens.

Kiley Gosselin, Acting Director Development Services explained the resolution concerning authorization of the City of Hartford to enter into a license agreement with the Capital Region Development Authority (CRDA) for the operation and use of Dillon Stadium in accordance to the proposed terms. CDRA is willing to enter into a Stadium Use Agreement with Hartford Sports Group (HSG) to operate a USL team at the stadium pursuant to terms agreed to between the City and HSG. Ms. Gosselin describes the Transactional Structure and the preliminary Basic Terms of use as follows:

Transactional Structure

City of Hartford	Dillon Stadium Owner
CRDA	Stadium License Agreement with City
HSG	Stadium Use Agreement with CRDA
Stadium Manager (TBD)	Stadium Management Agreement with CRDA

Basic Terms of Use

Annual License Fee	HSG to pay \$300,000 per year to cover overhead/operational expenses and \$25,000 in additional annual Community Use Funds. See "Stadium Expense" below.
Initial Term of HSG Use	20 Years
HSG Renewal Options	Two 5 year extensions at HSG option
Termination	HSG option after 5 years or any year that Overhead Expenses exceed \$450,000
Initial Term of City/CRDA License	5 years
License Renewal Options	Three 5 year extensions at City and CRDA mutual agreement

Ms. Gosselin shared with the committee the 2019 Dillon Stadium Partnership: Preliminary Terms (see attached Term Sheet) that include the following:

- Basic Terms of Use
- Operational Structure and Roles
- Event Scheduling and Stadium Access
- Revenue
- Stadium Expenses
- City Expense Responsibilities
- Parking
- Other Terms

Ms. Gosselin shared with the committee the 2019 Dillon Stadium Partnership: City of Hartford, Hartford Sports Group (HSG), Capital Region Development Authority (CDRA) (see attached PowerPoint Presentation) that includes the following:

- What are the City's goals for Dillon Stadium?
- How has the City explored the options for revitalizing Dillon?
- How would the renovation of Dillon be funded?
- Transactional Structure
- Expense Responsibilities
- Revenue/Incoming Funds
- Stadium Events
- Scheduling of Events
- Community Benefits

Michael Freimuth, Executive Director, Capitol Region Development Authority (CRDA) shared with the committee and updated CRDA Neighborhood Projects including each projects' status (see attached Excel Spreadsheet) that include the following:

- Bowles Park
- Brackett Knoll
- Swift Factory
- Albany Ave/Main Street
- Dillon Stadium

Council President Thames opened the meeting for public comment to give city residents, merchants and other interested parties an opportunity to provide feedback and ask questions. Ms. Gosselin, Howard Rifkin, Corporation Counsel, Michael Freimuth-Executive Director, Capitol Region Development Authority (CRDA), Bruce Mandell, President, Data-Mail, Inc., Scott Schooley, President, Woodside Capital were asked numerous questions.

A lengthy discussion ensued amongst the Council members, Ms. Gosselin, Mr. Rifkin, Mr. Freimuth, Mr. Mandell and Mr. Schooley regarding jobs, construction, compliance, community and city usage (including cost/fees to city residents) timeline of the project, risk associated with such a project to the city and the private financial investment to the project.

The committee is not ready for action at this time and will continue further discussions.

The meeting adjourned at 8:47pm.

Respectfully Submitted,

Glendowlyn L. H. Thames Council President



March 26, 2018

Honorable Glendowlyn L.H. Thames, Council President, and Members of the Court of Common Council City of Hartford 550 Main Street Hartford, CT 06103

RE: Dillon Stadium License Agreement

Dear Council President Thames:

Attached for your consideration is a resolution authorizing the City of Hartford ("City") to enter into a license agreement with the Capital Region Development Authority (CRDA) for the operation of Dillon Stadium ("Dillon").

As you know, my administration, in partnership with Council leadership and members of the Council, remains in discussions with CRDA on the terms of such agreement, and we will continue to engage in a thorough review process, including public presentation and public discussion, before entering into any agreements. We will provide a detailed Draft Term Sheet for consideration by the Council and the public prior to your meeting of March 26, 2018.

What does the City hope to achieve?

As you know, Dillon Stadium was once an important community asset that has, over the years, fallen into a state of severe disrepair. Today, Dillon is unusable. Indeed, Dillon is currently a liability to the City and, without investment to renovate Dillon, the City would likely be compelled to contemplate its demolition.

As you also know, there has been significant interest in Greater Hartford as a market for professional soccer, and there is significant community interest in restoring Dillon as a community asset, available for use by community groups, athletic leagues, and the Hartford Public Schools.

The terms of any final license agreement must (a) allow CRDA to enter into a use agreement with a United Soccer League (USL) franchise, while (b) allowing for substantial community access to Dillon Stadium, and (c) placing the primary financial burden for maintaining and operating Dillon Stadium on the USL franchise.

550 Main Street Hartford, Connecticut 06103 Telephone (860) 757-9500 Facsimile (860) 722-6606 As we have worked together to explore all possibilities for the future of Dillon Stadium, we have been mindful of the mistakes made by prior administrations. We have therefore proceeded carefully and deliberately, and we have placed a high priority on transparency, due diligence, and appropriate, public process. The resolution that I am submitting to the Council today represents the latest step in an extensive process of public engagement, information gathering, and collaborative discussion.

What process has been followed to date?

On September 15, 2017, at the City's request, CRDA issued a Request for Proposals ("RFP") to determine the level of interest in Dillon as a venue for professional sports. Three entities responded to the RFP, and CRDA's Venue Committee hosted a public forum to hear presentations from those three entities. Following the public forum, CRDA determined that the Hartford Sports Group ("HSG") had presented the most viable proposal to support and justify the renovation of Dillon Stadium.

HSG has proposed bringing a United Soccer League (USL) franchise to Hartford for the season commencing March 2019. Following the CRDA's RFP process, HSG has presented its plans in public forums, before the Parks and Recreation Advisory Commission, as well as the Coalition to Strengthen the Sheldon/Charter Oak Neighborhood (CSS/CON) NRZ. HSG has also participated in numerous meetings with members of the City Council. HSG expects to invest \$7.5M to \$10 million to acquire and launch the USL franchise in Hartford.

Following CRDA's recommendation of HSG as a preferred partner, the City asked CRDA to determine the scope and cost of renovations necessary to meet the needs of a USL soccer franchise and the Hartford community. The cost of the improvements, estimated at approximately \$7.5 million, includes repair and replacement of the bleachers and scoreboard, renovations to the locker rooms, restrooms, and press box, and the installation of a new environmentally-friendly artificial turf field.

In February of 2018, financing for the restoration of Dillon was secured by CRDA through the State Bond Commission. In addition to the renovation of Dillon, the State Bond Commission's allocation included funds for long-sought improvements to Colt Park, which will enhance the quality and usability of existing public playing fields. In providing funds for the renovation of Dillion and Colt Park, the State Bond Commission was allocating funds previously authorized for "neighborhood investment" by CRDA. (Note: Other neighborhood investments have included the Bowles Park redevelopment, the Swift Factory renovation, and Brackett Knoll.)

Following approval of funding by the State Bond Commission, the City of Hartford has engaged in extensive discussions both with CRDA and with HSG, in consultation with the leadership and members of the Court of Common Council. As noted above, it has been the City's position that any agreement must provide for significant community use without placing a significant financial burden on the City.

What are the next steps?

The key terms of the draft agreement(s) related to the operation and use of the stadium will be set forth in detail in a term sheet, which will be provided to you before the March 26th Council meeting. Based on conversations with Council leadership, it is our hope and understanding that the Council will refer this resolution to committee for consideration, and that, as part of that process, there will be meaningful opportunity for public discussion and public comment. It is also my hope that, following that process, the Council will take this matter up for final action during the Council meeting scheduled for April 9, 2018.

Conclusion

Through extensive discussions, in partnership with leadership and members of the City Council, we have identified an approach which we believe satisfies all of the City's objectives. In short, we believe that we have an opportunity to restore an historic community asset, with minimal financial exposure for Hartford taxpayers. We believe that we also have an opportunity to promote the continued revitalization of Coltsville and the CSS/CON neighborhood, and to increase the vibrancy and vitality of the city as a whole by bringing a professional soccer team to Hartford.

I look forward to working with you as you consider this resolution, and my team is available to meet and work with you at your request.

Respectfully submitted,

Luke A. Bronin

Mayor

INTRODUCED BY:

Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL

City of Hartford, March 26, 2018

WHEREAS, Dillon Stadium ("Dillon" or "Stadium") is a valuable community asset that has, over the years, fallen into a state of severe disrepair; and

WHEREAS, The Hartford community has long hoped for the renovation and restoration of Dillon Stadium so that it could once again be a venue for community use and community events; and

WHEREAS, Bringing a professional soccer team to Dillon Stadium has the potential to advance the revitalization of the Coltsville area and the Sheldon/Charter Oak Neighborhood, and to increase the vibrancy of the City of Hartford as a whole; and

WHEREAS, On September 15, 2017, the Capitol Region Development Authority ("CRDA") issued a Request for Proposals ("RFP") on behalf of the City of Hartford, ("City") seeking parties interested in redeveloping and operating Dillon and potentially securing a professional sports team for the Stadium; and

WHEREAS, CRDA declared its support of one of three respondents to the RFP, the Hartford Sports Group ("HSG"), and after a thorough review of the proposals, the City selected HSG as the successful respondent; and

WHEREAS, The proposal submitted by HSG proposed bringing a United Soccer League ("USL") franchise to Hartford for the 2019 season as part of the effort to revitalize Dillon, and it is anticipated that HSG will invest \$7.5 to \$10 million for the start-up and operational costs to bring the USL franchise to Hartford; and

WHEREAS, Dillon will need to undergo extensive renovations to meet the needs of a USL soccer franchise and to continue to accommodate the community's use of this historic asset; and

WHEREAS, Financing for the restoration of Dillon, as well as improvements to Colt Park, was secured by CRDA through the State Bond Commission, sufficient to cover the repair and replacement of the bleachers, renovations to the locker rooms, restrooms, and press box, and the installation of a new artificial turf field, new fencing, landscaping, lighting, and a scoreboard; and

WHEREAS, CRDA will oversee the redevelopment of Dillon with the City retaining ownership of the Stadium at all times; and

WHEREAS, It is in the City's best interest for CRDA to operate the facility once the renovation of the Stadium is complete, given CRDA's experience in operating similar venues and ability to leverage operational efficiencies through their existing facility management relationships; and

WHEREAS, The Mayor and members of the Court of Common Council continue to engage in extensive discussions with CRDA and with HSG, and are committed to continuing to engage and consult with the Hartford community as the process moves forward; and

WHEREAS, The key terms for the agreement(s) related to the operation and use of the stadium are more particularly set forth in the term sheet submitted to the Court of Common Council; and

WHEREAS, The renovation of Dillon and subsequent use by a professional soccer franchise will not only restore an existing asset, but allow for expanded community use and additional economic activity in and around the stadium, now therefore be it

RESOLVED, that the Court of Common Council hereby authorizes the Mayor to enter into a license agreement with CRDA and other necessary agreements for the operation and use of Dillon Stadium in accordance with the Term Sheet that will be provided to the Court of Common Council and in such form that the Mayor and Office of Corporation Counsel deem to be in the best interest of the City in order to effectuate the above transactions; and be it further

RESOLVED, that the Mayor is hereby 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 interest of the City in order to effectuate the above transactions, 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 any agreement(s) or other documents, or to take any of the other aforesaid actions, and be it further

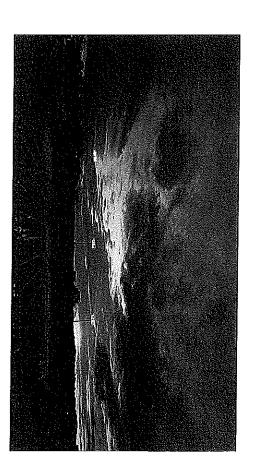
RESOLVED, that all approvals and authorizations provided hereby are contingent upon, and only shall be effective on and by means of, the Mayor executing such agreement(s) and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor and the Corporation Counsel.

2019 DE LONG STADEN PARTNERS HERSHER

City of Hartford • Hartford Sports Group • Capital Region Development Authority

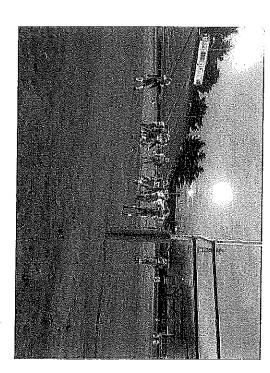
What are the City's goals for Dillon Stadium?

- To restore Dillon Stadium as a community asset, available for use by community groups.
- o To minimize financial exposure for City taxpayers.
- To make Dillon the home for a professional soccer team, furthering the revitalization of the Coltsville neighborhood and to adding to the vibrancy of Hartford.



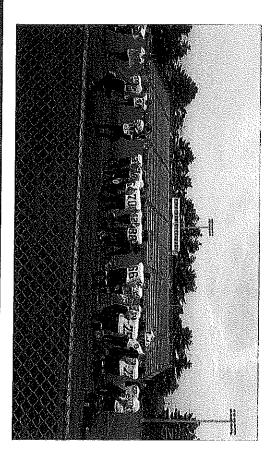
How has the City explored the options for revitalizing Dillon?

- The City has placed a high priority on having a transparent and public process.
- On September 15, 2017, CRDA issued an RFP to identify potential development proposals.
- On November 1, 2017, CRDA held a public forum to review three responses to the RFP. CRDA then recommended further discussions with Hartford Sports Group (HSG).
- OHSG has met with the Parks & Recreation Advisory Commission and the CSS/CON NRZ.
- Since December, the City, including members of the City Council, CRDA, and HSG have worked together to outline the terms of a possible license and use agreement.

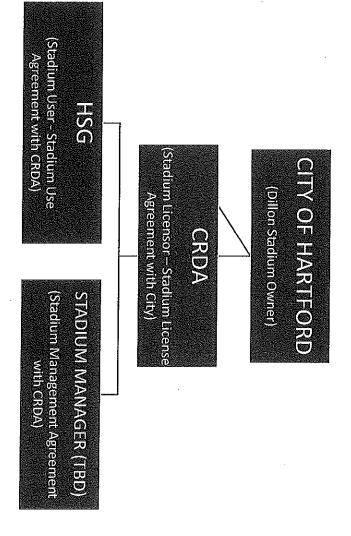


How would the renovation of Dillon be funded?

- o In February of 2018, funding for the restoration of Dillon and for the improvement to Colt Park playing fields was secured by CRDA through the State Bond Commission.
- o In allocating funds for Dillon, the Bond Commission drew upon funds authorized by the General Assembly for "neighborhood investment" by CRDA.



Transactional Structure



Expense Responsibilities

OT MXPINSIS

HSG EXPENSES

- Continue to cover P&C Insurance
- Continue to provide trash removal & snow removal
- HSG responsible for own trash removal after HSG events
- Continue to cover utilities *after* HSG covers the first \$10,000 in electric utility costs.

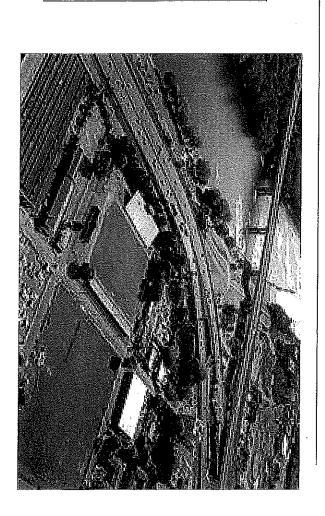


- \$300K annual license fee
- \$25,000 Community Use fund payment
- Overhead expenses exceeding \$300K in any year
- All game day expenses related to HSG Events and Promoted Events (i.e. utilities, maintenance resulting from use, cleanup costs trash)
- Hartford Police Department costs (NTE 1 supervisor and 5 officers) outside of the stadium
- Private security for in-stadium purposes during its events
- GL insurance, and if not carried by concessionaire alcohol insurance

Expense Responsibilities

CRUA EXPENSES

- Oversee Expenditure of \$10 Million in CRDA funds to:
- Rehabilitate Dillon Stadium
- Cover first turf replacement after 8-15 years
- Make Improvements to Colt Park
- Set aside \$250,000 in Capital Reserve Funds for Dillon Stadium Capital Improvements



Revenue/Incoming Funds

COSTS COVERED BY HSG

- \$25,000 annually from HSG (as payment for the
- \$300,000 annual license fee from HSG to be deposited into Stadium Operations Account for payment of budgeted Stadium Overhead Expenses

Use Fund

Naming Rights) to be deposited into a Community

Unused funds at end of calendar year to go towards stadium improvements and maintenance

- Ticket revenue from HSG events
- Naming Rights revenue (subject to \$25K Community Use fund payment)
- Sponsor signage, messaging, naming or other advertising messaging in and around stadium
- Broadcast and media revenue for HSG Events
- Merchandise revenue (promoters may retain revenue from their own event)
- Parking revenue in connection with HSG Events
- Concessions revenue

Stadium Events

Community Use

- Smaller events, little needed beyond access to stadium (band competition practice, youth soccer)
- Scoreboard and lights may be used for an additional expense
- Scheduled through the City on a first-come first-serve basis

Community Events

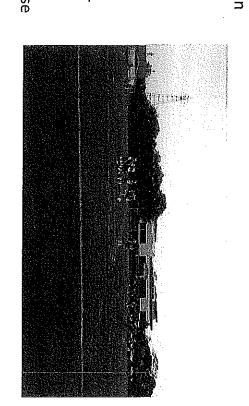
- Larger events, may require additional resources like EMT, ticket-takers, police traffic detail (regional soccer championship with high attendance)
- Scheduled through the City's Special Events permitting process on a firstcome first-serve basis

Promoted Events

 Coordinated and scheduled events through HSG (i.e., professional lacrosse match, collegiate games)

HSG Events

United Soccer League games



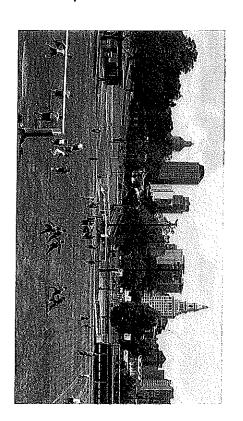
Scheduling of Events

HSG Scheduled Dates

- Priority scheduling for 40 dates in year 1 with option of 20 additional Priority Dates in years 2 and beyond
- HSG preparation time within 24 hrs. prior to HSG Event

City/Community Scheduled Dates

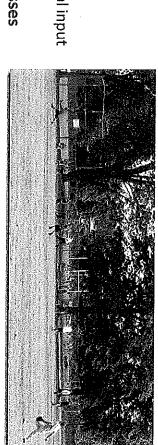
- City/community can schedule/reserve dates (minimum of 131 days)
- HSG may then, with City approval, select additional dates for its use from those dates not already selected
- City may continue to select additional dates for its use
- HSG has priority selection for playoff games, U.S. Open Cup Games, and games required to be rescheduled



Community Benefits

Hartford Sports Facility Upgrade

- Dillon brought back to productive, ADA-compliant state for community use
- Colt Park improvements to create enhanced opportunities for community use
- City retains ownership of improved Dillon with minimal financial input
- **Extensive Opportunities for Community Use**
- Hartford USL Team with game-day boost for local businesses



- Vendors at Dillon must work to ensure that 50% of those hired to work at the stadium are residents of the City of Hartford. These efforts will be closely monitored by the City of Hartford Procurement Division and include:
- Outreach to employment offices and organizations that provide job training/support for Hartford residents
- Creation of and/or participation in job fairs to enable Hartford residents to apply for job opportunities

2019 Dillon Stadium Partnership: *Preliminary Terms*

City of Hartford & Hartford Sports Group & Capital Region Development Authority

The terms and information below are presented for the consideration of the Hartford Court of Common Council. Under the proposal outlined, the City of Hartford ("City") would enter into a License Agreement with the Capital Region Development Authority ("CRDA") to oversee stadium operations. CRDA will, in turn, enter into a Stadium Use Agreement with Hartford Sports Group ("HSG") to operate a USL team at the stadium pursuant to terms agreed to between the City and HSG as described below.

	Basic Terms of Use
Annual License Fee	HSG to pay \$300,000 per year to cover overhead/operational expenses and \$25,000 in additional annual Community Use Funds. See "Stadium Expense"
	below.
Initial Term of HSG Use	20 Years
HSG Renewal Options ·	Two 5 year extensions at HSG option
Termination	HSG option after 5 years or any year that Overhead Expenses exceed \$450,000
Initial Term of City/CRDA	5 years
License	
License Renewal Options	Three 5 year extensions at City and CRDA mutual agreement

	Operational Structure and Roles
CRDA Role and Responsibilities	 CRDA will serve as the Licensee of the Stadium for the City pursuant to a License Agreement between the City and the CRDA that is reasonably acceptable to HSG. The License Agreement will be for an initial term of five years with three extension options (at the CRDA and City's mutual agreement) of five years. The CRDA, as licensee, will enter into a "Stadium Use Agreement" with HSG that is reasonably acceptable to the City. The City will acknowledge and agree to be bound by the terms and conditions of the Stadium Use Agreement. Pursuant to the terms of the Stadium Use Agreement and License Agreement, CRDA will identify an entity for Stadium management (the "Stadium Manager") on terms and conditions reasonably satisfactory to HSG and will approve all vendors and contractors hired and/or employed by the Stadium Manager that are also reasonably acceptable to HSG. CRDA, HSG and the City will monitor on a monthly basis the Stadium's projected annual overhead costs and expenses (hereinafter referred to as "Overhead Expenses"). Should such annual Overhead Expenses forecasts be greater than \$300,000 for any calendar year, the City, CRDA and HSG will require the Stadium Manager to take all mitigating actions required to control/reduce such excess Overhead Expenses. Within the first two years of operations, should after nine months of
	operations, the annual Overhead Expenses be projected to exceed \$300,000, HSG shall have a three-month period to trigger an option to

	select a new Stadium Manager in cooperation with CRDA. HSG shall also have the option to select a new Stadium Manager at any time following the completion of the second year of operations. In the event HSG chooses to exercise either one of these options, CRDA will have approval rights on the Stadium Manager selection, not to be unreasonably withheld, and CRDA will continue to serve as Licensee with the City, however CRDA will enter into a new Stadium Management Agreement with the new selected Stadium Manager. The CRDA, as Licensee, will also manage and control certain Stadium reserve accounts described below. Notwithstanding anything set forth above, (i) the obligations and liabilities of the CRDA under the License Agreement shall be non-recourse liabilities (absent gross negligence or willful misconduct by the CRDA as Licensee) and (ii) the CRDA will have no funding obligations of any kind under the License Agreement other than disbursing from the Stadium Reserve Accounts referred to below in accordance with the terms of the Stadium Use Agreement and as long as funds are available in such accounts.
Stadium Manager	The Stadium Manager will be responsible for managing all events including HSG Events, Promoted Events, Community Events, and Community Use (each as defined below).
Non Game Day Operations	The Stadium Manager (or a third party vendor/subcontractor engaged by the Stadium Manager) will manage operations of Dillon Stadium on Non-Gamedays.
Concession Operations	HSG retains all concession rights for Club/Promoted Events and Community Events. HSG has the right to select the concessionaire for all Club/Promoted Events and Community Events. Community Use and Community Event hosts, however, will have the right to serve and/or sell pre-packaged foods at the Stadium during their events from a designated location or table in compliance with local and state health regulations.

	Event Scheduling and Stadium Access
Categories of Events	There will be four types of events: HSG Events, Community Use, Community Events and Promoted Events.
HSG Scheduled Dates	HSG has priority scheduling for 40 dates (before any other dates can be scheduled) ("Priority Dates") in year one with an option of 20 additional Priority Dates in years two and beyond.
Community Scheduled Dates	Following HSG's 40 Priority Dates, the City can schedule and/or reserve Community Dates (as defined below) (without interfering with HSG's Priority Dates and prep rules) subject to requirements set forth below. A minimum of 131 days between March 15 and November 30 will initially be made available for Community Use or Community Events (each as defined below) (after HSG's priority scheduling). The City may choose to reserve dates for future Community Use and Community Events. However, should there be days not reserved by a mutually agreed upon deadline, HSG may select and the City may approve (such approval not to be unreasonably withheld) additional dates for HSG use; provided, that, HSG would retain the right to select, and have priority for, without City approval, additional dates after the mutually agreed deadline referred to above with respect to any and all playoff games,

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	 U.S. Open Cup Games, other games required by the USL or U.S. Soccer and games required to be rescheduled because of inclement weather or other reasons. Community Dates would be defined as "Community Use" or "Community Events" depending on the type of use/event. "Community Use" would be smaller events where little is needed beyond opening the Stadium. Scoreboard and lights may be used for an additional expense as is the case now. Examples might include a band practicing for a competition, youth soccer with minimal attendance, etc. "Community Events" would be larger-scale events and might require additional resources like an EMT, ticket-takers, police traffic detail, etc. Examples of "Community Events" include the Turkey Game, or a regional/state soccer championship game with many attendees. Community Dates would be scheduled in coordination with the City on a first-come, first-serve basis. Community Events would be scheduled through the City's Special Events permitting process. In all cases, the event organizers must meet all of the usual and customary City requirements for such use (including, without limitation, having sufficient insurance for such Community Date and paying for the costs of such Community Date in advance) in coordination with the City and the Stadium Manager and must provide evidence of having met
	these requirements in advance.
Promoted Events	Promoted Events will be scheduled and coordinated through HSG. (An example of Promoted Events would be a concert, professional rugby match, etc.)
Community Rate Card	City will determine its own rate cards or tiered fee structures for Community Use and Community Events that would be paid into accounts as determined below and in consultation with CRDA, HSG, and the Stadium Manager in order to cover event costs.
HSG Community Use Fund	HSG will deposit \$25,000 annually into an account (the "Community Use Fund") managed by the CRDA, as Licensee, (as payment for the Naming Rights described below) in coordination with the City to pay for Community Use. The CRDA will retain any funds that are not used for Community Use at the end of any calendar year in the Community Use Fund for future Community Use.
Field Use and Conditions	No Community Uses or Community Events may be scheduled w/in 24 hours prior to an HSG Event (HSG Club or Promoted Events); no scheduled events that will significantly impact field conditions may be scheduled 5 days prior to an HSG Event. Without limitation, these type of prohibited events will include things like motocross and monster truck rallies.
License Exclusivity	HSG retains exclusive rights to all soccer and lacrosse events, with exclusions for only high school and youth events and local adult soccer and lacrosse games (such as local men's league games) involving teams (i) in the case of soccer, that are not affiliated with any non-local, professional, semi-professional and/or development league (whether or not such league is sanctioned by the United States Soccer Federation), and (ii) in the case of Lacrosse, that are not affiliated with any non-local, professional, semi-professional and/or development league (whether or not such league is sanctioned by the US Lacrosse). Without limiting the foregoing, all collegiate athletic events (soccer, lacrosse, and other) will be licensed/promoted through HSG.
Storage Areas	HSG has access and priority use of necessary storage areas at all times.

	Revenue
Ticket Revenue	Promoter retains 100% of ticket revenue for own event (e.g., HSG retains for HSG Events, City retains for City events, etc.).
Naming Rights Revenue	HSG has exclusive right and retains all naming rights revenues. In exchange for this right, HSG to pay City \$25k annually into Community Use Fund. If replaced, the Dillon name must be commemorated in a prominent location within the Stadium via a plaque or similar structure. Except for the payment described above, HSG will retain all revenue generated by all sponsor signage, messaging, naming, or other advertising messaging in and around the Stadium property; provided, that the City has reasonable approval rights on such signage, naming and other messaging. All signage must conform to City, state and federal laws, codes and regulations.
Sponsorship Revenue	HSG has exclusive right and retains all sponsorship revenues.
Broadcast & Media Revenue	HSG has exclusive right and retains all broadcast and media revenues for all HSG Events.
Merchandise Revenue	Promoters retain right to sell merchandise at own event and retain such revenues; HSG retains right to sell merchandise at all times (i.e. Team Store).
Parking Revenue	HSG retains all parking revenue generated in connection with HSG Events.
Concession Revenue	HSG retains all concessions revenue (subject to deal w/ concessionaire) for HSG Events and Community Events.
Other Revenue	The recipient of other revenue sources will be determined among HSG, the City and CRDA on a case by case basis by reference to, among other things, the sponsor or originator of the event creating such revenue.

	Stadium Expenses
Annual Overhead Expenses	 In addition to the \$25,000 deposit into the Community Use Fund, HSG would deposit \$300,000 into a Stadium operations account controlled by the CRDA as Licensee (the "Stadium Operations Account") on January 1 of each calendar year that the Stadium Use Agreement remains in effect. The CRDA would apply all amounts deposited in the Stadium Operations Account for any calendar year towards the payment of budgeted Overhead Expenses for such calendar year, all as set forth in the Stadium Use Agreement. If Overhead Expenses for any calendar year are less than the amount deposited into the Stadium Operations Account for such year, the CRDA, as directed by HSG with approval from the City and the Stadium Manager, shall apply such excess amounts to the payment of Stadium improvements and maintenance costs. In any calendar year, HSG would pay for any Overhead Expenses exceeding \$300,000; provided, that the triggers described in the "Operations" item at the top of this term sheet shall apply in such event; and, provided, further, HSG will have the right to terminate the Stadium Use Agreement in any year the Overhead Expenses exceed \$450,000. After calendar year 5 of the Stadium Use Agreement, each of the \$25,000 Community Use Fund deposit and the \$300,000 payment contemplated above will be adjusted annually for inflation beginning in year 6 of operations. The Inflation Adjustment will be equal to the lesser of (i) six percent (6%) and (ii) the increase for the immediately preceding year in the United States Consumer Price Index, as published from time

	to time by the United States Department of Labor, Bureau of Labor Statistics.
HSG Game Day Expenses	HSG responsible for all game day expenses related to HSG Events, including security, utilities, and maintenance resulting from such use and cleanup costs for the facility and adjacent parking areas and streets.
Police Costs	HSG has the right to select private security for in-stadium purposes during its events. HSG will be responsible for paying for exterior Hartford Police Department costs not to exceed the cost of one supervisor and five officers per HSG soccer game. All other HSG Events will be evaluated on a case-by-case basis with the Hartford Police Department and HSG will be responsible for all police costs associated with their events.

	City Expense Responsibilities
Insurance	City is responsible for P&C insurance for the Stadium; HSG to carry GL insurance and add City as additional insured; HSG or selected Concessionaire to carry alcohol insurance and add City as additional insured. Stadium Manager must also carry insurance and add City as additional insured. HSG has right to inspect City's Stadium policy.
Utilities, Trash, Snow Removal Other City-provided Services	City responsible for these expenses, including utilities during Community Use and Community Events. HSG responsible for these costs during HSG Events and Promoted Events. "Dark Days"/Non-Gameday Utilities, Trash, Snow Removal, and Other City-provided services costs will be covered by the City. However, the first \$10,000 of costs for electrical utilities incurred in any year for "Dark Days"/Non-Gamedays will be covered under the \$300,000 operational costs payment.
Environmental	All 'environmental-related' expenses (e.g., remediation, curing a brownfield site, etc.) that arise during the construction/rehabilitation process will be covered by funds coming from the \$10M of bonded capital. Should the \$10M not cover the environmental expenses and still be sufficient in renovating the Stadium to meet HSG/USL requirements then the City, CRDA, and HSG will explore alternative funding options.

	Parking
Chase Lot and Other City- Controlled Lots	City to make reasonable effort to work with HSG to make any City-controlled lots/parking spaces within one mile of the Stadium available for HSG Events; HSG retains all revenue. HSG is responsible for cleaning any City-controlled parking immediately following (on the same day/evening as the event) HSG Events and Promoted Events.
Parking Revenue	As noted above, HSG retains all parking revenue for HSG Events.

	Other Terms				
Capital Improvement Reserve	Parties agree to take \$250,000 in year 1 direct from the bonded capital to be set				
Fund	aside in a CRDA-managed account to go toward capital improvements as				
	determined by the CRDA.				
Facility	City and CRDA will ensure the Stadium and field are built to USL and "FIFA 2				
	Star" standards at the time of construction. Following completion of construction,				
	the City and the CRDA (or other City Licensee) will ensure that the Stadium and				

Right of First Offer on Sale and Private Development	the Field are maintained in accordance with "FIFA 2 Star" standards in effect on the date of the completion of construction during the time a License Agreement between the City and Licensee is in effect. In addition, the construction budget for the Stadium will provide for, among other things, a replacement of the field (with such replacement of the same or better quality) in accordance with manufacturer recommendations and industry standards. HSG retains right at any time during the term of the Stadium Use Agreement to make first offer if City desires to transfer or sell Stadium to a non-government entity. HSG also retains first offer (during the initial 20 year term of this agreement) at private development rights should those be made available by the City.
No Target Taxes	City shall not impose any targeted taxes, assessments or fees on Parking Facilities or Stadium Premises during Club Events; provided, that, notwithstanding the foregoing, the City may impose a targeted ticket tax if, and only if, (i) the State of Connecticut does not impose a similar targeted tax that is applicable to events held at the Stadium Premises and (ii) such targeted ticket tax does not exceed ten percent (10%).
Community Benefits	As a matter of good faith and commitment to promote opportunities for the hiring of Hartford residents, any outside vendor that enters into a contract to provide management services at Dillon Stadium will be subject to the City's Living Wage Ordinance. Any such vendor will also be required to make reasonable efforts to ensure that fifty percent of those hired to work at Dillon Stadium are residents of the City of Hartford. Such reasonable efforts shall include, but not be limited to, outreach to employment offices, organizations working in the City to provide job training and support for Hartford residents, and/or the establishment of, or participation in, job fairs to enable Hartford residents to apply for job opportunities. Notwithstanding the foregoing, seasonal and temporary workers of any vendor subject to the City's Living Wage Ordinance would be exempt from the provisions of the Living Wage Ordinance under the provisions of the Fair Labor Standards Act.
Alcohol Rights	City Council and the City will take all steps required to provide HSG with full rights to serve alcohol (including both liquor and beer) on premises during HSG Events (Club Events and Promoted Events).
Signage Rights	City grants HSG the exclusive right to (i) name the Stadium (remove the Dillon name if necessary but provide commemoration as noted above under "Naming Rights Revenue.") and the Stadium Premises, any portions thereof and any operations therefrom and (ii) give designations and associations to any portion of the Stadium Premises or the operations therefrom provided that the City shall have the reasonable right to approve sponsors, naming, messaging or other advertising.
Permanent Advertising	City grants HSG the exclusive right to construct, install, sell, grant or license permanent signage (including billboards) in, on, about and above the Stadium and throughout the Stadium Premises and within the air rights above the Stadium Premises, provided all signage conforms to City, state and federal laws, codes and regulations.
Damage to Stadium Premises	HSG is responsible for any damage on the Stadium Premises emanating from their usage including Club Events, Promoted Events and any preparation or practice time. The City is responsible for any damage on Stadium Premises at all other times.

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Status	Phase I demolition and abatement are have been completed; Phase 2 abatement substantially complete; Completion of Phase 2 demolition, originally scheduled for the end of February, has been delayed due to weather conditions.	Awaiting City Counsel approval, as well as utility signoff on road design. CRDA outside counsel drafting developer agreement.	Property has been transferred, a building permit issued and historic approvals secured. CRDA and Community Solutions fhalizing terms of developer agreement, with expectation of closing in April.	City to enter into agreements with CRDA and DOT for this work.	Project awaiting City Council approval. Dillon design work underway, with RPP for Construction Manager being finalized.
Bond Commission Approval	9/30/2016	2/1/2017	5/12/2017	11/29/2017	2/16/2018
CRDA	9/15/2016	12/8/2016	3/16/2017	6/15/2017	2/7/2018
Committee	9/9/2016	11/10/2016	3/10/2017	6/15/2017	1/12/2018
Structure	\$5m grant for demolition	\$630,000 grant for site acquisition/improvements; CRDA to use \$925,000 to construct required road	\$4.3m loan - minimum debt service calculated using an initial 156 APR and be paid monthly upon stabilization. ROMA to receive 70% of net available cash after payment of first lien debt service & other required distributions. Payment shall continue over a 20-year term until CRDA has received all of its capital with 3% IRR. Funds contingent upon execution of tenant leases (a) for no less than 50% of leasable project space or (b) no less than 50% of projected remains 100 to 10	Funds to be used to match Federal Promise Zone Funding and to compliment Albany Avenue Streetscape project	CRDA to oversee renovations and hold construction contracts. Work at Dillon to be done in conjunction with Hartford Sports Group (HSG) and their architect. Scope of Colt Park renovation to be developed in conjunction with City of Hartford.
CRDA Amount	000'000'5	\$ 1,555,000	\$ 4,300,000	\$525,000	\$ 10,000,000
₫.	\$40m	\$3.7m	\$32.7m	TBD	\$10m
Promise Zone?	z	>-	>-	>-	z
Description	Demolition of 410-unit housing project & construction of 91 new rental and owned units on Granby Street (Blue Hills neighborhood)	Construction of 14 two-family owner-occupled homes on Naugatuck Street	Renovation of historic factory into "Community Food and Job Creation Hub" serving the Northeast, Upper Albany and Clay Arsenal	High Speed internet cabing connection to North End Business	Management and renovation of Stadium, including replacement of field, replacement or refurbishment of bleachers, uggarded seathing, lighting, as ound system, upgrades to concessions, restroom and locker facilities, building code and ADA upgrades and new site entrance. Additional upgrades and new site entrance. Additional upgrades to be made at neighboring Cott Park.
Project	Bowles Park	Brackett Knoli	Swift Factory	Albany Ave/ Main Street	Dillon Stadium

\$ 21,380,000

3/28/2018

Introduced by:

Council President Thomas J. Clarke II

HEADING AND PURPOSE

SUBSTITUTE

AN ORDINANCE CREATING A REGISTRY OF OWNERS OF RESIDENTIAL RENTAL PROPERTY AMENDING CHAPTER 18, SECTION 150 OF THE HARTFORD MUNICIPAL CODE

COURT OF COMMON COUNCIL, CITY OF HARTFORD

November 14, 2016

Be It Ordained by the Court of Common Council of the City of Hartford:

That Chapter 18, Section 150, of the Municipal Code of the City of Hartford be amended as follows:

18-150. Registration of owners of residential rental property.

- (a) Purpose. The City of Hartford is committed to protecting the safety, health and welfare of its residents, to eliminating housing deterioration and blight, and to protecting the public from unsafe structures. To that end, the City has adopted ordinances and has performed regulation, inspections and code enforcement concerning the operation and condition of property within its borders. This ordinance requires registrations and disclosure of contacts the City may use to observe due process in notifying owners of conditions on their property. The City will use the registration in the enforcement of housing, building and fire safety codes, for regular or emergency enforcement action and in the interest of public safety in securing or demolishing buildings or relocating people.
- (b) Definitions.

For purposes of this ordinance, "Owner" shall mean any natural person who is the record owner of the property, or if the property is owned by a business entity, "Owner" shall mean an officer, manager or member of such entity, and in the case of a trust, a trustee.

For purposes of this ordinance, "contact information" shall include the name, email address, telephone numbers, business and residential address.

18-151. Registration.

(a) <u>Registration required.</u> It shall be unlawful for owners of certain residential rental property located within the City of Hartford to rent such property without registering with the Division of

Licenses and Inspection. Upon adoption of this ordinance the Division of Licenses and Inspections shall notify Owners of the requirements of this ordinance. Failure to receive such notice shall not waive its requirements. Owners shall register using such forms as are provided by the Division of Licenses and Inspections, within sixty days from the effective date of this ordinance. Violation shall be subject to the penalties set out in Section 1-4 of the Municipal Code.

- (b) Exempt Owners. The Housing Authority of the City, owners of properties with fewer than three units, and owners of licensed rooming houses, hotels, motels, condominiums, elderly housing, and student dormitories, shall be exempt from the requirements of this ordinance.
- (c) <u>Fees.</u> Owners shall pay a fee upon registration. The fee for initial registration upon adoption of this ordinance, or upon a change of ownership, shall be fifty dollars for up to five residential rental units existing at the rental property, plus twenty dollars for every additional unit. After the initial fee in the first year of registration for a particular owner, the annual renewal fee for that owner shall be twenty dollars for the first five units plus twenty dollars for each additional unit. The fees shall apply whether or not the units are occupied.
- (d) <u>Term and renewal.</u> Registrations made after the effective date of this ordinance and prior to June 30, 2017 shall expire on June 30, 2018. Thereafter, registrations shall be effective for one year, beginning on July 1, 2018 and expiring on June 30 of each year. Registrations must be renewed annually.

Registrations shall not be transferable. Upon a change of ownership, the new owner shall register within thirty days after taking title to the property.

- 18-152. Required information. The registration shall require the following information:
 - (a) The property address and tax assessor's parcel identification number for the property.
 - (b) The number of rental units on the property.
 - (c) Owner's name and mailing address.
 - (d) Owner's contact information, which shall include residential and business mailing address, telephone number and email address. If the owner is not a natural person, the Owner shall provide the same contact information for each officer, member or manager of any business entity, or in the case of a trust, the contact information for each trustee.
 - (e) The contact information of a responsible adult residing in Connecticut, or a company doing business in Connecticut, who or which is and shall be responsible for the care, management and maintenance of the property and is authorized to accept legal process and notices on behalf of the owner if the owner resides or has its principal place of business outside of Connecticut.
 - (f) The name and contact information of any person holding a mortgage on the property.
 - (g) The name and contact information of the Owner's insurer of the property. The Owner must notify the City in the event of a change or cancellation of insurance on the property.
 - (h) The registration form shall be signed by the owner, who shall certify that all the information offered in the registration is true and correct to the best of his or her knowledge and belief, so that any willfully false statement will be subject to penalty under the law for the making of a false statement.
 - (i) Proof of insurance including the name of the insurance company, address, business telephone number of the insurance provider along with a copy of the insurance policy,

along with proof of the insurance coverage amount for both liability and fire, that covers at a minimum the value of the property.

This ordinance shall take effect upon adoption.



June 12, 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: Defined Contribution Plan

Dear Council President Clarke:

Attached, for your consideration, please find an ordinance establishing the defined contribution pension plan design and other requirements for all non-union employees hired on or after July 1, 2017. The Court of Common Council authorized the development of this plan by ordinance dated January 23, 2017.

Mayor

The attached ordinance includes the following design elements:

Employée contribution:

Not less than 3.0%

Employer contribution:

Not less than 3.0% with matching of employee contribution not-to-exceed 7.0%

Employee vesting:

Year one:

0%

Year two:

20%

Year three:

50%

Year four:

80%

Year five:

100%

Non-union employees hired on or after July 1, 2017 will have the option to participate in this defined contribution plan, as they do with the current defined benefit plan. Employees who choose to participate will be required to contribute a minimum of 3% of their salary to the plan with the ability to increase their contribution to the maximum amount allowed by the Internal Revenue Service. The City will match the employee's contribution up to a maximum of 7%. The defined contribution plan participants will gain a vested interest in the contributions of both the employee and the City in accordance with the schedule shown above.

As you are aware, the Pension Commission is required to administer all of the City's retirement plans and, in accordance with this requirement, will administer this defined contribution plan. The City Treasurer and members of my Administration are available to assist you in reviewing this ordinance.

Respectfully submitted,

Luke A. Bronin

Mayor

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

SUBSTITUTE

Introduced by:

Mayor Luke A. Bronin

HEADING AND PURPOSE

AN ORDINANCE AMENDING CHAPTER 2A - PENSIONS, SECTION 2A-5 AND CREATING NEW SECTIONS 2A-45, 2A-46, AND 2A-47 OF THE HARTFORD MUNICIPAL CODE

COURT OF COMMON COUNCIL, CITY OF HARTFORD

September 11, 2017

Be It Hereby Ordained by the Court of Common Council of the City of Hartford that Chapter 2A, Section 2A-5 of the Municipal Code of Hartford be amended as follows and that Sections 2A-45, 2A-46 and 2A-47 be added as follows:

Article I. General Provisions

Sec. 2A-5. - Definitions.

As used in this chapter, the following terms shall have the meanings ascribed thereto below, unless, and then only to the extent, a subsequent definition specifically provides for a different meaning with respect to any such term within the context of a particular section or subsection.

- (1) " Actual service " shall consist, for purposes of establishing both yested (i.e. nonforfeitable) rights to, and eligibility to receive, any benefits provided herein which are conditioned upon the completion of such service, of the following:
 - a. Any period or periods during which a member provided service to the city, library or board by working a full time schedule and for which a member has contributed the requisite portions of his or her earnings to the fund;
 - b. Any of those periods referenced in subsections (1)b.1 through 5 below, during which a member provided service to the city, library or board by working anything less than a full time schedule, and for which a member has contributed the requisite portions of his or her earnings to the fund, including:
 - 1. Periods of employment in a position in the unclassified service of the city for which the member has timely elected to receive credit for such service pursuant to the provisions of Ordinance Number 50-98;
 - 2. Periods of employment with the city during which a member worked at least twenty (20) hours a week and was represented for collective bargaining purposes by the Municipal Lawyers Association;
 - 3. Periods of employment during which a member is, or was, classified as a part time professional employee of the library;
 - 4. Periods of employment during which a member is, or was, classified as a part time employee of the board; and
 - 5. Periods of employment after returning from maternity or paternity leave, so long

- 5. Periods of employment after returning from maternity or paternity leave, so long as the member worked a full time schedule immediately prior to such leave and subsequently returned to full time employment, provided that the member was eligible for, and timely elected to receive, credit for such service pursuant to the provisions of Ordinance No. 18-03.
- c. Any period or periods of qualified USERRA service as defined in section 2A-7, regardless of whether a member has purchased or otherwise elected to receive USERRA credit pursuant to section 2A-7(d); and
- d. Any period or periods during which an employee received weekly payments representing income replacement under the Workers' Compensation Act.
- (2) A member's " basic weekly pay " shall mean the gross wages that a member would be paid per week based upon the rate of pay used to calculate the lump sum amounts paid to a member on account of accrued vacation and sick time upon his or her termination of employment.
- (3) A " break-in-service " results from any absence, without pay, which lasts more than ninety (90) consecutive days, unless:
 - a. The break-in-service is longer than the period of the employee's prior service, and the member applies for, and is granted, a leave of absence, by the Hartford Court of Common Council;
 - b. The break-in-service is equal to or less than the period of the employee's prior service, and the member applies for, and is granted, a leave of absence by the Pension Commission, provided that an employee whose request for a leave of absence has been denied by the Pension Commission shall have the right, within thirty (30) days of the denial, to apply to the Court of Common Council, which shall make a de novo determination of the employee's request for a leave of absence;
 - c. The absence is caused by a disability that routinely requires the regular attendance of a physician;
 - d. The member was receiving weekly payments representing income replacement under the Worker's Compensation Act during the period of absence; or
 - e. The absence resulted from the member's provision of qualified USERRA service as defined in section 2A-7(a), and, after completing that service, the member returned immediately to city, library or board employment.
- (4) " Continuous service " shall refer to any period of actual service that is not interrupted by a break-in-service.
- (5) " Creditable accrued sick time " shall mean that period of time commencing with the member's effective date of retirement, for which such member would continue to receive his or her basic weekly pay if such member were to receive amounts paid thereto for accrued sick time upon his or her termination of employment on a weekly basis, as opposed to in a lump sum, without regard to whether any days in such time period are or have been designated holidays for active employees.
- (6) " Creditable accrued vacation time" shall mean that period of time between the day following a member's last day of work and the date upon which such member's last day of work would have occurred had such member remained an active employee and received payments for his or her accrued vacation on a weekly basis, as opposed to a lump sum basis, both dates inclusive.
- (7) " Creditable accrued vacation and sick time " shall mean the sum of a member's

creditable accrued vacation time and creditable accrued sick time.

- (8) " Creditable actual service " shall include all actual service except: (1) periods of qualified USERRA service for which the member has not purchased or received USERRA credit pursuant to section 2A-7(d); and (2) periods of absence in excess of ninety (90) days, even if such absences do not constitute a break in service for purposes of determining continuity of service, if during such absence the member was receiving neither weekly payments representing income replacement under the Workers' Compensation Act nor earnings from which employee contributions are properly deducted pursuant to the provisions of this chapter.
- (9) A member's " date of retirement" shall be established by an application signed by both the member's appointing officer and either the mayor (or his or her designee), or the superintendent of schools (or his or her designee) for employees of the board of education. Payment of a member's retirement allowance shall be subject to the approval of the pension commission as to the member's eligibility and the amount of his or her allowance.
- (10) Employee references. For purposes of this chapter, the following terms shall be utilized in referencing employees.
 - a. "NBU-GG employees" shall refer to those nonbargaining unit general government employees of the city who are not: (a) sworn police officers or firefighters, (b) board employees, or (c) library employees[, who are members of the fund.]
 - 1. "Pre-2011 NBU-GG employees" shall refer to those NBU-GG employees whose initial date of hire with the City is before January 1, 2011, who are members of the fund.
 - 2. "Post-2011 NBU-GG employees" shall refer to those NBU-GG employees whose initial date of hire with the City is on or after January 1, 2011, but before September 11, 2017, who are members of the fund.
 - 3. "Post-2017 NBU-GG employees" shall refer to those NBU-GG employees whose initial date of hire with the City is on or after July 1, 2017, who shall not be eligible to be members of the fund.
 - b. "CWA employees" shall refer to those employee members of the fund who are represented for collective bargaining purposes by the Communication Workers of America.
 - c. "CHPEA employees" shall refer to those employee members of the fund who are represented for collective bargaining purposes by the City of Hartford Professional Employees' Association.
 - 1. " Pre-1997 CHPEA employees " shall refer to those CHPEA employees who were hired into the CHPEA bargaining unit before October 1, 1997.
 - 2. "Post-1997 CHPEA employees" shall refer to those CHPEA employees hired into the bargaining unit on or after October 1, 1997 but before June 23, 2003.
 - 3. " 2003 CHPEA employees " shall refer to those CHPEA employees whose initial date of employment with the city is on or after June 23, 2003.
 - d. "HMEA employees" shall refer to those employee members of the fund who are represented for collective bargaining purposes by the Hartford Municipal Employees' Association ("HMEA").
 - 1. "Post-2003 HMEA employees" shall refer to those HMEA employees whose

- initial date of hire with the city is on or after July 1, 2003.
- 2. "Pre-2003 HMEA employees" shall refer to those HMEA employees whose initial date of hire with the city is before July 1, 2003.
- 3. "ISD HMEA employees" shall refer to those members of the fund to whom all of the following criteria apply:
 - (i) Where HMEA employees, employed in the city's former Information Services Department ("ISD"), immediately prior to their layoff or retirement from city employment;
 - (ii) Whose job duties in the ISD were transferred to the city's Metro Hartford Information Services Department ("MHIS");
 - (iii) Were not offered comparable employment in MHIS within twenty-four (24) months following their layoff or retirement;
 - (iv) Whose last day worked with the city due to subsection (ii), above was between the dates of July 1, 2002 and May 30, 2003; and
 - (v) Are currently receiving a retirement allowance from the fund as of June 9, 2008, the date on which the court of common council adopted a resolution affirming the terms of a settlement agreement between HMEA and the city.
- e. " MLA employees " shall refer to those employee members of the fund who are represented for collective bargaining purposes by the City of Hartford Municipal Lawyers' Association.
- f. "NBU-P/F employees" shall refer to those employee members of the fund who are sworn police officers not represented for collective bargaining purposes by the Hartford Police Union and those employee members of the fund who are firefighters who are not represented for collective bargaining purposes by Local 760, International Association of Firefighters.
 - 1. " Pre-1997 NBU-P/F employees " shall refer to those NBU-P/F employees who were employed as sworn police officers or firefighters before December 31, 1996.
 - 2. "Post-1997 NBU-P/F employees" shall refer to those NBU-P/F employees who were employed as sworn police officers or firefighters on or after December 31, 1996 but before January 1, 2011.
 - 3. "2011 NBU-P/F employees" shall refer to those NBU-P/F employees whose initial date of hire with the City is on or after January 1, 2011.
- g. "HPU sworn officers" shall refer to those employee members of the Fund who are sworn police officers represented for collective bargaining purposes by the Hartford Police Union.
 - 1. "Post-1999 HPU sworn officers" shall refer to those HPU sworn officers hired after July 1, 1999.
 - 2. " Pre-1999 HPU sworn officers " shall refer to those HPU sworn officers hired on or before July 1, 1999.
- h. " HPU non-sworn employees" shall refer to those employee members of the Fund who are not sworn police officers but are represented for collective bargaining purposes by the Hartford Police Union.
- i. "Local 760 employees" shall refer to those employee members of the Fund who are

represented for collective bargaining purposes by Local 760, International Association of Firefighters.

- 1. " Post-2003 Local 760 employees " shall refer to those Local 760 employees hired into the bargaining unit on or after July 1, 2003.
- 2. " Pre-2003 Local 760 employees " shall refer to those Local 760 employees hired into the bargaining unit before July 1, 2003.
- j. " SCGA employees " shall refer to those employee members of the fund who are represented for collective bargaining purposes by the School Crossing Guards' Association.
- k. "NBU-HPL employees" shall refer to those nonbargaining unit employees of the library who are members of the fund.
- "Local 1716-HPL employees" shall refer to those employees of the library who are represented for collective bargaining purposes by Local 1716 who are members of the fund.
- m. "NBU-BOE employees" shall refer to those nonbargaining unit employees of the board who are members of the fund.
- n. "Local 78 employees" shall refer to those employee members of the fund who are represented for collective bargaining purposes by Local 78, Hartford Schools Support Supervisors.
- o. "Local 82 employees" shall refer to those employee members of the fund who are represented for collective bargaining purposes by Local 82, Hartford Education Support Personnel.
- p. "Local 818 employees" shall refer to those employee members of the fund who are represented for collective bargaining purposes by Local 818, Building and Grounds Supervisors.
- q. "Local 1018A/B employees" shall refer to those employee members of the fund who are represented for collective bargaining purposes by Local 1018A/B, Hartford Federation of School Health Professionals who are members of the fund.
- r. "Local 1018C employees" shall refer to those employee members of the find who are represented for collective bargaining purposes by Local 1018C, Hartford Federation of School Secretaries.
- s. "Local 1018D employees" shall refer to those employee members of the Fund who are represented for collective bargaining purposes by Local 1018D, Hartford Federation of Corridor Supervisors.
- t. "Local 2221 employees" shall refer to those employee members of the Fund who are represented for collective bargaining purposes by Local 2221, Hartford Federation of Paraprofessionals.
- u. "HFCDA-BOE" shall refer to those employee members of the fund who are represented for collective bargaining purposes by Local 1018F, AFT, AFL-CIO.
- (11) A member's " effective date of retirement " shall be the day after the period of time following such member's last day of work which is equal to his or her creditable accrued vacation time.
- (12) A member's "final average pay" shall be based upon his or her gross earnings only to the extent that: (1) the provisions of this chapter specifically provide for his or her final average pay to be calculated in that manner; and (2) such final average pay is calculated

in accordance with subsection (14). Unless, and then only to the extent, this chapter provides that a member's final average pay is to be based upon his or her gross earnings over a stated period of time, a member's final average pay shall not include any amounts paid to such member upon or by reason of his or her termination of employment either for accrued sick time or as a severance payment.

- (13) The "final average pay period" for each member shall mean those total number of such member's final years of service from which some subset thereof is to be used for purposes of determining such member's final average pay. Thus, for example, if a member is entitled to have his or her pension benefit calculated on the basis of his or her highest two (2) of his or her last five (5) years of gross earnings, then such member's final average pay period is such five (5) year period. Except as otherwise provided in subsection (14) below, a member's final average pay period shall end on the day prior to his or her effective date of retirement.
- (14) Commencing on August 1, 1993, a member's "gross earnings" with respect to any year of service shall mean and include all amounts payable by the city directly to such member for services rendered by such member to the city (including, but not limited to, any and all of its agencies, commissions, boards, offices and departments) within such time period which amounts shall include, but not necessarily be limited to, such member's basic salary, payments for or in lieu of overtime, longevity pay, and retroactive pay increases, as and to the extent each is attributable to such services, but, except as provided in this subsection below, shall not include either any amounts paid for services rendered in some other time period or any payments made to a member upon and by reason of his or her termination of employment (including, but not limited to any and all severance payments and lump sum payments for accrued vacation and sick time).

Calculation of gross earnings. Commencing on August 1, 1993, any member whose final average pay is based upon his or her gross earnings over a stated period of time shall have his or her gross earnings adjusted to account for any lump sum payments made to such member for accrued vacation and sick time upon his or her termination of employment by, and only by, adjusting such member's final average pay period such that the last day of that period corresponds to what such member's last day of work would have been had such member continued to work beyond his or her actual last day of work for that period of time equal to his or her creditable accrued vacation and sick time; providing however, that nothing herein shall be construed to permit or require the adjustment of the length of time included within a member's final average pay period. Thus, expressed as a formula, and subject to the foregoing provisos, a member whose final average pay is based on gross earnings shall have his or her final average pay period adjusted as follows:

average pay period	Last day of fi average pay period	Last day of work	+ Creditable accrued vacation and sick tim
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(15) Commencing on August 1, 1993, a member's " last day of work " prior to retirement shall be that date designated by the city as the last day on which he or she was expected to provide services to the city, which, in any case, shall not include any period of time that an employee is carried on the city's books and records as an employee to account for the lump sum payment of accrued vacation time to such member in connection with his or her termination of employment with the city. A member's bona fide absence from

work on any date under and in accordance with the city's personnel rules and/or such member's collective bargaining agreement, as applicable, shall not be considered a basis for determining that such member was not expected to provide services to the city on such date.

- (16) " *Member* " shall mean an individual who, by virtue of his or her employment with the city, library or board:
 - a. Is, or was, eligible to participate in the fund;
 - b. Has in fact participated in the fund by satisfying applicable employee contributions; and
 - c. Is either: (1) receiving an allowance provided hereunder; (2) eligible to receive an allowance provided hereunder at some future date certain; (3) continuing to provide employee contributions to the fund as provided hereunder; or (4) no longer providing employee contributions but has not withdrawn such contributions pursuant to the terms hereof.
- (17) " Qualified surviving spouse " shall mean the surviving spouse of a member who shall have been married to the member prior to his or her retirement, which, for purposes of this definition only, shall be deemed to mean the date of termination of active employment, including any service attributable to creditable accrued vacation time.
- (18) "401(a) Plan Participants" shall refer to all Post-2017 NBU-GG employees who elect to contribute to the City's 401(a) plan, pursuant to Section 2A-46.

NEW) Section 2A-45. – Section 401(a) Plan Established

There is hereby established a City of Hartford Section 401(a) Defined Contribution Plan ("401(a) Plan"). Post-2017 NBU-GG employees are not eligible to be members of the MERF, but may, upon hire, elect to participate in the City's 401(a) plan.

(NEW) Section 2A-46. — Contributions

- (a) Internal Revenue Code Section 414(h) Pick-up Contributions. The 401(a) Plan will contain a pick-up contribution provision as defined under section 414(h) of the Internal Revenue Code subject to and in accordance with the terms set forth in this subsection. The purpose of this provision is to enable pick-up contributions to the plan to be made in such a manner that the value of such contributions are neither subject to the payment of federal income taxes until such contributions are distributed to such employees, nor withholding of such taxes when such contributions are made to the extent permitted by the Internal Revenue Code. The pick-up contributions of those members who are expressly identified as "401(a) Plan Participants" shall be governed by subsections (a) and (b) of this section.
 - a. Post-2017 NBU-GG employees shall elect, within thirty days of the date of hire whether to:
 - a. make a one-time irrevocable election to not participate in the 401(a) Plan; or
 - b. elect for the City to make pick-up contributions in an amount which must be a

minimum of three percent (3.0%) of the 401(a) Plan Participant's base rate of pay ("Pay"). The election to participate and the percentage amount of pick-up contributions, if applicable, is irrevocable and cannot thereafter be changed during the term of that individual's employment as a NBU-GG employee.

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- b. The city shall pick up and deposit to the 401(a) Plan all 401(a) Plan Participants' pick-up contributions, as elected by the 401(a) Plan Participant, in accordance with paragraph (i) of this subsection. Nothing herein shall relieve any 401(a) Plan Participant from any obligation to make pick-up contributions to the 401(a) Plan, it being the intent and effect hereof instead, that the city shall deposit each 401(a) plan participant's pick-up contributions to the 401(a) Plan in lieu of such employee making such contributions.
- c. In consideration of the city picking up such pick-up contributions, 401(a) Plan Participants shall have their Pay reduced by an amount equal to the contributions so picked up by the city.
- (b) City Contributions. The city shall pay on into the designated account, on an annual basis, an amount equal to the proportion of pay contributed by each 401(a) Plan Participant, provided that the city contribution shall not exceed seven percent (7.0%) of the base rate of pay the 401(a) Plan Participant.

(NEW) Section 2A-47. - Vesting

(a) A 401(a) Plan Participant's rights to and/or interests in the city contributions, as set forth in Section 2A-46 (b), vest upon completion of the following schedule of continuous years of service, regardless of age:

Year one (1):	zero percent (0.0%)
Year two (2):	twenty percent (20.0%)
Year three (3):	fifty percent (50.0%)
Year four (4):	eighty percent (80.0%)
Year five (5):	one hundred percent (100.0%)

This ordinance shall take effect upon adoption.

THOMAS J. CLARKE II

ITEM#

ON AGENDA

HEADING AND PURPOSE AN ORDINANCE AMENDING CHAPTER 2, SECTION 2-850 OF THE HARTFORD MUNICIPAL CODE

COURT OF COMMON COUNCIL, CITY OF HARTFORD

December 11, 2017

Be It Ordained by the Court of Common Council of the City of Hartford:

That Chapter 2, Section 2-850, of the Municipal Code of the City of Hartford be amended as follows:

Sec. 2-850. - Residency requirements.

(A) All council and Mayor appointees and Unclassified Employees employed by the City, shall maintain a continuous residence in the City during the period of such appointment or employment. This section shall not apply to new employees or appointees during the first six (6) months of such employment or appointment. If such individual ceases to be a bona fide resident of the City once the residency has been established or fails to become a bona fide resident within six (6) months of the appointment or employment, the Council shall, by a vote of seven (7) members, send notice to the mayor that pursuant to the provisions of Chapter V, section 3(c) of the Hartford Charter, the office or position of the individual who has failed to remain a bona fide resident of Hartford shall thereupon become vacant, and such appointment or employment shall terminate.

Bona fide resident is defined as:

- (1) An employee who has a Hartford mailing address. A post office address does not qualify as a bona fide Hartford address;
- (2) Be a registered Hartford voter; [and]
- (3) If the employee owns a motor vehicle, said motor vehicle must be registered in the City of Hartford; and
- (4) An employee who reports a Hartford primary address on federal income tax filings.
- (B) The provisions of subsection (A) above shall not apply to individuals who were employees and appointees at the time of the effective date of this section.

This ordinance shall take effect upon adoption.

Introduced by:

HEADING AND PURPOSE

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AN ORDINANCE AMENDING CHAPTER 29 OF THE HARTFORD MUNICIPAL CODE.

COURT OF COMMON COUNCIL, CITY OF HARTFORD January 22, 2018

Be It Hereby Ordained by the Court of Common Council of the City of Hartford:

That Chapter 29, Article I of the Municipal Code of the city of Hartford be amended, adding Section 29-18, as follows:

Section 29-18. Use of unmanned aerial vehicles by the Hartford department of police.

(a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section:

Law enforcement officer means a member of the Hartford department of police, as described in section 29-1.

<u>Unmanned aerial vehicle</u> means any contrivance used or designed for navigation of or flight in air that is power-driven and operated without the possibility of direct human intervention from within or on the contrivance.

- (b) Except as provided in subsections (c) and (d) of this act or otherwise provided by law, no person, except a person performing his or her duties as a law enforcement officer, shall operate or use any computer software or other technology, including, but not limited to, an unmanned aerial vehicle, that allows a person, when not physically present, to release tear gas or any like or similar deleterious agent or to remotely control a deadly weapon, as defined in Chapter 950 Sec. 53a-3 of the general statutes, or an explosive or incendiary device, as defined in Chapter 943 Sec. 53-206b of the general statutes. Any person who violates this subsection may be issued a municipal citation. A person who is issued a citation shall be subject to a fine of one thousand dollars (\$ 1,000). Any person issued a citation for violating this subsection may within ten (10) days of receipt of the citation, appeal in writing to a citation hearing officer in accordance with section 1-5. This subsection shall be enforced by the Hartford chief of police.
- (c) No person who, as part of his or her duties as a law enforcement officer, operates an unmanned aerial vehicle, shall operate any such vehicle if such vehicle is equipped with tear gas or any like or similar deleterious agent or a deadly weapon, as defined in Chapter 950 Sec. 53a-3 of the Connecticut General Statutes, including, but not limited to, any explosive or incendiary device, as defined in Chapter 943 Sec. 53-206b of the Connecticut General Statutes. The provisions of this subsection shall not apply to a person who, as part of his or her duties as a law enforcement officer, operates an unmanned aerial vehicle that is equipped with explosive detection, detonation or disposal equipment, provided such law enforcement officer is authorized by the federal or state government to detect, detonate and dispose of explosives and is engaged in

such detection, detonation or disposal.

- (d) No law enforcement officer shall operate an unmanned aerial vehicle, unless:
 - (1) A judge of the Superior Court or judge trial referee has issued a warrant in accordance with Chapter 959 Sec. 54-33a of the Connecticut General Statutes authorizing the use of an unmanned aerial vehicle;
 - (2) The individual who will be the subject of the information collected by the operation of an unmanned aerial vehicle has given advance written consent to such operation, provided such individual is on property that is not owned or operated by a governmental entity that is open for public use, including, but not limited to, parks, streets or sidewalks;
 - (3) The owner of the property that will be the subject of the information collected by the operation of an unmanned aerial vehicle has given advance written consent to such operation;
 - (4) The law enforcement officer has probable cause to believe that a criminal offense has been, is being or will be committed and exigent circumstances exist that make it unreasonable for the law enforcement officer to obtain a warrant authorizing the use of an unmanned aerial vehicle;
 - (5) The operation is pursuant to training activities conducted by the law enforcement officer while on land owned or leased by the federal or state government and does not occur in an area that is substantially populated; or
 - (6) The operation is used to reconstruct or document a specific crime or accident scene.
- (e) An individual or privately owned property shall be considered to be the subject of information collected by the operation of an unmanned aerial vehicle if the information allows the identity of the person or the privately owned property to be ascertained or if the law enforcement officer operating the unmanned aerial vehicle acknowledges such individual or such property was the subject of the information.
- (f) <u>Information that was collected through the operation of an unmanned aerial vehicle that concerns an individual or privately owned property that was the subject of a warrant may be retained pursuant to the warrant.</u>
- (g) Information that was collected through the operation of an unmanned aerial vehicle pursuant to subdivision (2) or (3) of subsection (d) of this section that concerns an individual or privately owned property may be retained pursuant to the terms specified in such advance written consent.
- (h) (1) Information that was collected through the operation of an unmanned aerial vehicle pursuant to subdivision (4), (5) or (6) of subsection (d) of this section that concerns an individual or privately owned property shall be reviewed by the Hartford department of police not later than thirty days from the date of collection. The collected information shall be destroyed or modified pursuant to subdivision (2) of this subsection or retained pursuant to subdivision (3) of this subsection.
 - (2) If such information allows the identity of an individual or privately owned property to be ascertained and there is no probable cause to believe that an offense was committed by the individual or on the property, the Hartford department of police (A) shall destroy such information not later than forty-eight hours after such review, or (B) shall permanently modify such information so that the identity of such individual or such property cannot be ascertained, and, after such modification, may retain the modified information for a period of not more than five years from the date of

collection and, after such retention, shall destroy the modified information.

- (3) If such information allows the identity of an individual or privately owned property to be ascertained and there is probable cause to believe that an offense was committed by the individual or on the property, the Hartford department of police may retain such information for a period of not more than five years from the date of collection and, after such retention, shall destroy such information, except that, if a warrant is issued in accordance with Chapter 959 Sec. 54-33a of the Connecticut General Statutes of the general statutes based in part on such information, such information may be retained pursuant to the warrant.
- (4) No information subject to the provisions of this subsection that is not destroyed, modified or retained in accordance with subdivision (2) or (3) of this subsection, shall be admitted into evidence or otherwise considered by any court or agency, body or committee of this state or any political subdivision thereof.
- (i) (1) Not later than ninety days after the Court of Common Council of the City of Hartford's adoption of this section, the Hartford department of police shall adopt and maintain a written policy that meets or exceeds the policies set forth in this section.
 - (2) Not later than ninety days after the Court of Common Council of the City of Hartford's adoption of this section, the Hartford department of police shall promulgate an unmanned aerial vehicle incident report form, which shall include, but not be limited to, the collection of the following data: (1) The date the unmanned aerial vehicle was operated, (2) the type of such operation as categorized in the policy adopted pursuant to subsection (i) of this section, (3) the zip code or zip codes where the unmanned aerial vehicle was operated pursuant to a warrant, (5) whether the unmanned aerial vehicle was operated pursuant to a warrant, (5) whether a property owner gave advance written consent to such operation, (6) whether the type of information collected through the operation of the unmanned aerial vehicle provided reasonable and articulable suspicion that a criminal offense was being committed, and (7) whether an arrest or arrests were made. The unmanned aerial vehicle incident report shall be completed each time an unmanned aerial vehicle is used by a law enforcement officer.
- (j) Not later than January thirty-first of each year, the Hartford department of police shall prepare a report that includes, but need not be limited to: (1) The number of times the Hartford department of police operated an unmanned aerial vehicle in the preceding calendar year, (2) the type of such operation as categorized in the policy adopted pursuant to subsection (i) of this section, (3) the zip code or zip codes where the unmanned aerial vehicle was operated, (4) whether the unmanned aerial vehicle was operated pursuant to a warrant, (5) whether a property owner gave advance written consent to such operation, (6) the number of times the type of information collected through the operation of an unmanned aerial vehicle provided reasonable and articulable suspicion that a criminal offense was being committed, and (7) the number of times an arrest was made during or after the operation of an unmanned aerial vehicle in direct response to the operation of an unmanned aerial vehicle by a law enforcement officer. The Hartford department of police shall make such report available on the Hartford department of police's Internet web site not later than January thirty-first of each year.
- (k) The Hartford department of police shall make any application to acquire surveillance technology, including, but not limited to, unmanned aerial vehicles, or to acquire funds to purchase surveillance technology, including but not limited to, unmanned aerial vehicles, available for review by the Court of Common Council of the City of Hartford and the public no less than thirty days prior to a public hearing on such application.

Such applications shall include, but not be limited to, applications to acquire surveillance technology from the program authorized by Section 1033 of the National Defense Authorization Act of 1997, and for funds under the Edward Byrne Memorial Justice Assistance Grant program to acquire surveillance technology. The Court of Common Council of the City of Hartford shall hold such public hearing not fewer than thirty days prior to the department's submission of the application and shall provide legal notice, published at least once not less than two weeks prior to such hearing in a newspaper having general circulation in the City of Hartford, of such hearing. Approval of the application by the Court of Common Council of the City of Hartford is required prior to submission of the application.

Ordinance shall take effect upon adoption.

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ITEM#	ON AGENDA

INTRODUCED BY: Councilwoman rJo Winch COURT OF COMMON COUNCIL City of Hartford, February 26, 2018

Resolved, That Victor Luna, Jr, 51 Anawan Street, Hartford, CT 06114, be appointed to the court of common council established charter revision commission.

HEADING AND PURPOSE AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VI, DIVISION 4, SECTION 2-352¹ OF THE HARTFORD MUNICIPAL CODE

COURT OF COMMON COUNCIL, CITY OF HARTFORD

February 13, 2018

Be It Ordained by the Court of Common Council of the City of Hartford:

That Chapter 2, Article VI, Division 4, Section 2-352, of the Municipal Code of the City of Hartford be amended as follows:

Sec. 2-352. - Compensation for nonunion and unclassified executive service classification.

- (A) That there be a new nonunion and unclassified executive service, including elected officials, classification and compensation plan that is authorized under City Charter Chapters IV, V, and VII and new nonunion compensation plan for specified administrative series and public safety series classifications.
- (B) The classification and compensation plans have been developed to expand the salary structure and ranges to accommodate future increments that may be necessary to recognize accomplishment, growth, recruitment and/or retainment of qualified individual for these positions.
- (C) The compensation plan has been expanded to include <u>four (4)</u> additional classifications: Chief information officer, director of emergency services and telecommunications, director of families, children, youth, and recreation <u>and the City Treasurer</u>.
- (D) Effective July 1, 2018, the positions of Fire Chief, Police Chief and City Treasurer shall be paid the same annual rate of pay, which rate shall be fixed and included in the annual budget as approved by the Court of Common Council.

Ordinance shall take effect upon adoption.

ITEM#_____ONAGENDA

Introduced by:

Councilwoman Winch

Court of Common Council

City of Hartford, March 26, 2018

CHARTER REVISON TASK FORCE

WHEREAS, The Charter of the City of Hartford was adopted in 1947 and last amended in 2012, and

RESOLVED, The Charter Revision Task Force shall consist of 5 members, one member shall be designated Chairperson, one member shall be designated Vice Chairperson, and one shall be appointed Secretary, and be it further

RESOLVED, The Charter Revision Task Force shall meet when 51 percent of the members of the said task force are appointed members of the task force, and be it further

RESOLVED, That the City of Hartford Corporation Counsel is requested to provide such assistance to the task force as it deems necessary.

ITEM# ON AGENDA

Luke Bronin Mayor

March 12, 2018

Honorable Glendowlyn Thames, Council President, and Members of the Court of Common Council City of Hartford 550 Main Street Hartford, CT 06103

RE: Elderly Tax Relief Program

Dear Council President Thames:

Attached for your consideration, please find an ordinance amending Section 32-18 of the Municipal Code. This amendment will extend the Elderly Tax Relief Program to elderly Hartford homeowners for taxes due on the Grand List of October 1, 2017 and will slightly increase the income limits for eligibility.

The Court of Common Council established the Elderly Tax Relief Program, authorized under Section 12-129n of the Connecticut General Statutes, in 1982. The program has been continued annually in order to mitigate the effect of tax increases on lower income Hartford homeowners who are 65 years of age and older. The tax credits are \$500 for a residential property of three dwelling units or less and \$1,500 for a residential property of four dwelling units. Homeowners must apply to the City Assessor between February 1 and May 15 to participate in the program.

Income limits for participation in the Elderly Tax Relief Program are currently \$46,000 for an unmarried person and \$52,600 for a married couple. Traditionally, the City has set the income limits in accordance with schedules established by the U.S. Department of Housing & Urban Development (HUD) for programs that benefit low and moderate income households. We have reviewed HUD's current schedule and note that income limits have increased slightly. Consequently, we recommend an increase in the income limits for the Elderly Tax Relief Program to \$47,600 for an unmarried person and \$54,400 for a married couple. The City's Tax Assessor is available to assist you in your review of this matter.

Respectfully submitted,

Luke Bronin

Mayor

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

Introduced by: | Mayor Luke A. Bronin

HEADING AND **PURPOSE**

AN ORDINANCE AMENDING CHAPTER 32 ARTICLE 18 OF THE MUNICIPAL CODE OF THE CITY OF HARTFORD FOR THE PURPOSE OF EXTENDING THE ELDERLY TAX RELIEF PROGRAM FOR TAXES DUE ON THE LIST OF OCTOBER 1, 2017.

> COURT OF COMMON COUNCIL, CITY OF HARTFORD

March 12, 2018

Be It Ordained by the Court of Common Council of the City of Hartford:

That Chapter 32 Article 18, Section 32-18 (j) be amended to read as follows:

Sec. 32-18. - Tax relief for the elderly.

- (a) Any person who is liable for taxes assessed on real property located in the City, which real property is occupied by such person as his personal residence, whether such person is an owner of the real property or is liable for taxes therein under the provisions of G.S. § 12-48 as a tenant for life or for a term of years, shall be allowed to pay said taxes quarterly without interest or penalty and entitled to tax relief in the form of a tax credit, provided that the:
 - (1) Person is sixty-five (65) years of age or over, or his spouse is sixty-five (65) years of age or over and resides with such person, or the person is sixty (60) years of age or over and the surviving spouse of a taxpayer who would have qualified for tax relief under this program at the time of his death;
 - (2) Person has been a resident of the City for a period of one (1) year immediately preceding the application for relief;
 - (3) Property for which the tax credit is claimed is the legal domicile of such person and is occupied by such person for at least one hundred eighty-three (183) days of each year;
 - (4) Person's qualifying income individually, if unmarried, during the calendar year preceding the claim for tax relief, shall not exceed [forty-six thousand dollars (\$46,000)] forty-seven thousand six hundred dollars (\$47,600 or jointly, if married, not exceed [fifty-two thousand six hundred dollars (\$52,600)] fifty-four thousand four hundred dollars six hundred fifty dollars (\$54,400).

Qualifying income is defined as adjusted gross income (Internal Revenue Code guidelines) plus tax-exempt interest, dividend exclusions, gifts, bequests, social security benefits, railroad retirement benefits, and income from all other tax-exempt sources, but not including any credits received under this program;

- (5) Person shall have applied for property tax relief under any other existing state benefits programs for which he may be eligible; and
- (6) Person makes application for tax relief afforded under this program biennially with the City Assessor no earlier than February first, nor later than May fifteenth.

- (b) The amount of the tax credit afforded under this program shall be five hundred dollars (\$500.00) for a residential property of three dwelling units or less and one thousand five hundred dollars (\$1,500) for a residential property of four dwelling units. In any case where title to such real property is recorded in the names of more than one (1) taxpayer, the amount of credit shall be provided in accordance with the fractional share such eligible owner holds in the property.
- (c) The City Assessor is hereby authorized to implement this program, and to adopt such rules and regulations as may be necessary for the proper administration of this program. He may designate agents to act in his name in collecting applications for this program.
- (d) The City Assessor shall determine eligibility for tax relief under this program. He shall compute the amount of credit due each qualified taxpayer, make proper record thereof, and inform the City tax collector of his determination.
- (e) If any person entitled to the tax credit afforded under this program dies or sells the real property on which the tax credit is granted, any credit previously allowed shall be disallowed to the extent of the portion of the fiscal year remaining following the date of death or sale of the property, except where such death or sale results in a surviving spouse, otherwise eligible, acquiring the interest formerly held by the taxpayer.
- (f) The tax relief afforded under this program to a taxpayer in no event shall, together with any relief received by such residents under the provisions of G.S. §§ 12-129b to 12-129d inclusive, 12-129h, and 12-170aa, exceed, in the aggregate, seventy-five (75) percent of the tax which would, except for G.S. §§ 12-129b to 12-129d inclusive, 12-129h, and 12-170aa, and this program, be laid against such taxpayer.
- (g) The City hereby waives any right to establish a lien which it may have under the provisions of G.S. § 12-129n(f).
- (h) Affidavits, applications or other documents presented in support of the application for tax relief shall remain confidential and shall not be disclosed except in connection with an investigation of fraud or other misrepresentation as to eligibility.
- (i) The total of all credits granted under the provisions of this program shall be limited to ten (10) percent of the total real property tax levied in the City in the preceding fiscal year. If the total of all credits which would be granted except for this section exceeds an amount equal to ten (10) percent of the total real property tax levied in the City in the preceding fiscal year, then each such credit shall be reduced on a pro rata basis so that the total credits equals ten (10) percent of the total real property tax assessed.
- (j) This section shall apply for taxes due on the list of October 1, [2016] 2017, only.

This ordinance shall take effect upon adoption.

INTRODUCED BY: Thomas J. Clarke II, Councilman COURT OF COMMON COUNCIL City of Hartford, April 9, 2018.

REPLACEMENT

TEME 13 ON AGENDA

RESOLVED, The Court of Common Council hereby requests a joint meeting with the Hartford Board of Education to discuss matters concerning the City of Hartford and Hartford public schools / Board of Education.

INTRODUCED BY: Thomas J. Clarke II, Councilman

COURT OF COMMON COUNCIL City of Hartford, April 9, 2018.

REPLACEMENT

ITEM# / Y ON AGENDA

WHEREAS, The Black and Puerto Rican Caucus has worked diligently with both state and local officials through partnership and strengthened efforts, to identify and bring to light the many challenges confronting residents and all people living in our state, and

WHEREAS, The proposals set forth by the caucus leadership for the 2018 legislative agenda includes:

- Minority teacher retention/recruitment
- Earned family and medical leave
- Addressing mistreatment of inmates and providing quality healthcare for inmates
- Restoring funding to Hispanic agencies to help relocated families from Puerto Rico and providing disaster assistance
- Pay equity
- Increase the minimum wage
- Legislation to assist ex-offenders in successfully re-entering their communities; now, therefore be it

RESOLVED, The City of Hartford Court of Common Council stands in total support of the Black and Puerto Rican 2018 Legislative Agenda.

INTRODUCED BY: COUNCILMAN JOHN Q. GALE COUNCILMAN JULIO CONCEPCION COUNCILMAN JAMES SANCHEZ

COURT OF COMMON COUNCIL City of Hartford April 9, 2018

RESOLUTION

Regarding Management and Supervisory Practices as relates to City Council

WHEREAS, Pursuant to City Ordinance Section 2-46, each Council Member may appoint an Executive Assistant who shall serve at the pleasure of, and whose duties shall be prescribed by, the Council Member making said appointment; and

WHEREAS, As a result, each Council Member who exercises such prerogative is necessarily a supervisor; and

WHEREAS, Supervisory personnel (also referred to as appointing authorities) of the City of Hartford are or maybe required by the administration to participate in ongoing management and supervisory training; and

WHEREAS, Appointing authorities of the City of Hartford receive details of all City employment policies and provide written acknowledgement of receipt thereof; and

WHEREAS, The aforementioned training and materials have not heretofore been requested by or extended to Council Members; now, therefore, be it

RESOLVED, That City Council shall be included in all management and supervisory practices currently required of and applicable to all appointing authorities of the City of Hartford.

ITEM# / ON AGENDA

INTRODUCED BY: Councilman John Q. Gale

COURT OF COMMON COUNCIL City of Hartford April 9, 2018

RESOLUTION

Regarding City Council Appointment to the Poet Laureate Selection Committee

WHEREAS, Pursuant to City Ordinance Section 2-178(c), the City of Hartford established the honorary position of Poet Laureate of Hartford; and

WHEREAS, Pursuant to said ordinance, the Commission on Cultural Affairs is required to and has created an application process, established selection criteria and must now convene a Selection Committee to recommend a poet for appointment; and

WHEREAS, Pursuant to the criteria for the composition of the Selection Committee as established by the Commission of Cultural Affairs, the City Council has one appointment to the Selection Committee who shall be a member of the Court of Common Council or appointed by the Court of Common Council; now, therefore, be it

RESOLVED, That City Council hereby appoints Councilmember John Q. Gale as the designee of the City Council to sit on the Poet Laureate Selection Committee established by the Commission of Cultural Affairs.