

COURT OF COMMON COUNCIL



NOTICE & AGENDA PACKAGE

MONDAY, APRIL 15, 2019

7:00 p.m.



**CITY OF HARTFORD
550 MAIN STREET
HARTFORD, CONNECTICUT 06103**



OFFICE OF THE TOWN AND CITY CLERK
CITY OF HARTFORD
HARTFORD, CONNECTICUT

PUBLIC HEARING NOTICE
MONDAY, APRIL 15, 2019
7:00 p.m.



COUNCILPERSONS DEUTSCH, GALE, FOX, SÁNCHEZ, AND THAMES WILL REPRESENT THE COUNCIL AT A PUBLIC HEARING TO BE HELD IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING AT 7:00 P.M., MONDAY APRIL 15, 2019.

1. ORDINANCE AMENDING SECTIONS 22-25 AND 22-26 OF THE MUNICIPAL CODE, WHICH ADDRESS PARKING VIOLATION CITATIONS AND THE FINES AND PENALTIES FOR UNLAWFUL PARKING.

Referred to the Operations, Management, Budget and Government Accountability Committee

2. RESOLUTION WHICH WOULD ALLOW THE CITY TO PERMIT THE CONSTRUCTION OF A 24-FOOT BY 36-FOOT PRE-FABRICATED BARN STRUCTURE BY EBONY HORSEWOMEN, INC., WITHIN THE AREA BOUNDED FOR ITS ACTIVITIES IN ACCORDANCE WITH THE ORGANIZATION'S LEASE AGREEMENT WITH THE CITY FOR THE USE OF A PORTION OF KENEY PARK.

Referred to the Public Works, Parks and Environment Committee

3. ORDINANCE TO REPEAL AND REPLACE CHAPTER 5, SECTION 5-33, AND CHAPTER 2, SECTION 26-9, OF THE HARTFORD MUNICIPAL CODE.

Referred to the Planning, Economic Development and Housing Committee

4. RESOLUTION AUTHORIZING THE CITY TO OBTAIN EASEMENTS FROM SAINT FRANCIS HOSPITAL AND MEDICAL CENTER.

Referred to the Planning, Economic Development and Housing Committee

5. RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT INCLUDING ANY EASEMENT THAT MAY BE REQUIRED, BETWEEN THE CITY OF HARTFORD AND THE CONNECTICUT PERFORMING ARTS PARTNERS.

Referred to the Planning, Economic Development and Housing Committee

6. RESOLUTION AUTHORIZING THE CITY OF HARTFORD TO ENTER INTO A DEVELOPMENT AGREEMENT AND GROUND LEASE WITH RMS COMPANIES ("RMS") FOR THE DEVELOPMENT OF 1212 MAIN STREET, HARTFORD ("PARCEL C"), WITH AN OPTION TO DEVELOP OTHER PARCELS LOCATED IN THE DOWNTOWN NORTH DEVELOPMENT.

Referred to the Planning, Economic Development and Housing Committee

COPIES OF THE ORDINANCES AND RESOLUTION ARE ON FILE IN THE OFFICE OF THE TOWN AND CITY CLERK FOR PUBLIC INSPECTION.

ATTEST:

JOHN V. BAZZANO
CITY CLERK

For more information on committee meeting dates please contact the following:

- A regular meeting of the **Operations, Management, Budget and Government Accountability Committee** will be held on the third Monday of each month at 5:30 P.M. in the Council Chambers.

Carolynn Harris (860) 757-9570
Carolynn.Harris@hartford.gov

Kevin L. Murray 860-757-9563
Kevin.murray@hartford.gov

- A regular **Public Works, Parks, Recreation and Environment Committee** meeting will be held on the first Wednesday of each month at 5:30 P.M. in the Council Chambers.

Agnes Torres (860) 757-9568
agnes.torres@hartford.gov

- A regular **Planning, Economic Development and Housing Committee** meeting will be held on the first Tuesday of each month at 6:00 P.M. in the Council Chambers.

Melanie Moure 860-757-9563
Melanie.Moure@hartford.gov



ITEM# 12 ON AGENDA

Luke A. Bronin
Mayor

April 8, 2019

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: Parking Violation Citations and Fines

Dear Council President Thames,

Attached for your consideration, please find a proposed amendment to Sections 22-25 and 22-26 of the Municipal Code, which address parking violation citations and the fines and penalties for unlawful parking.

The amendment in section 22-25 updates and more accurately defines the content of the parking violation citations issued by the Hartford Parking Authority. The amendment in section 22-26 adds a parking violation to address situations where cars move from one parking zone to another without paying the differential cost. The Hartford Parking Authority is happy to answer any questions you may have. Thank you for your consideration.

Respectfully submitted,

A handwritten signature in dark ink, appearing to be "L. Bronin", written over a horizontal line.

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 ARTICLE II OF CHAPTER 22 OF THE MUNICIPAL CODE
OF HARTFORD

COURT OF COMMON COUNCIL
CITY OF HARTFORD
April 8, 2019

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

That Chapter 22, Article II, Parking, Stopping and Standing, of the Municipal Code be amended as follows:

Chapter 22 – Motor Vehicles and Traffic

ARTICLE II. - Parking, Stopping and Standing

Division 1. - Generally

Sec. 22-25. – [Notice] Citation to be attached to violating vehicles; penalty.

- (a) Whenever any vehicle is found parked in violation of any of the provisions of this article or any ordinance or rule or regulation of the traffic or parking authority which relates to parking, a police officer, parking controller or parking enforcement officer shall attach to such vehicle a [notice] citation with an accompanying fine to the owner or operator thereof stating that such vehicle has been parked unlawfully.
- (b) The [notice] citation shall state which provision of the city ordinances or rule and regulation of the traffic or parking authority has been violated and shall moreover, contain the following declaration:

“WARNING”

"The accumulation of three (3) or more unsatisfied municipal vehicle parking citations upon any vehicle registrant may result in the impoundment or immobilization of said vehicle."

A copy of any such [notice] citation shall be transmitted and delivered to the parking authority [within three (3) business days of the time of such attachment]. Failure of any copy to be so transmitted and delivered shall not relieve the owner or operator from any liability for the payment of any fines or penalties, except that no penalties shall be imposed until after a citation hearing has been scheduled and the owner or operator fails to appear at the same. Upon such failure, imposition of such penalties may be implemented on a retroactive basis.

- (c) Each owner or operator may, within seventy-two (72) hours or three (3) business days of the time when such [notice] citation is attached to such vehicle, pay in person in the form of cash, money order or check to the parking authority, in full satisfaction for such violation; provided, if the citations are for over the posted limit or over the limit at a meter, such owner or operator shall receive a five dollar (\$5.00) reduction in the amount of the stated fines for each such citation. Each such owner or operator may, within fourteen (14) days of the time when such notice is attached to such vehicle, pay in person or remit by mail in the form of cash, money

order or check to the parking authority, as a fine for and in full satisfaction of such violation, the sum of twenty-five dollars (\$25.00), thirty dollars (\$30.00), forty-five dollars (\$45.00), seventy-five dollars (\$75.00), ninety-nine dollars (\$99.00), one hundred dollars (\$100.00), or one hundred twenty-five dollars (\$125.00), as the case may be, in accordance with section 22-26. The failure of the owner or operator to make payment to the parking authority within the fourteen (14) days of the time such [notice] citation is attached to such vehicle shall cause the parking authority to schedule a citation hearing for the hearing date generated on the citation. [mail a letter setting forth a date such owner or operator shall appear at a citation hearing]. The failure of such owner or operator to appear at such citation hearing or to make such payment within twenty-six (26) days of the time such notice is so attached shall render the owner or operator liable to an initial penalty as provided in section 22-26. The failure of such owner or operator to make such payment within thirty-one (31) days of the time such notice is so attached shall render the owner or operator liable to an additional penalty as provided in section 22-26.

- (d) If an owner or operator wishes to contest a violation, no reduction in the amount of the fine, as set forth in subsection (c), will apply. The owner or operator may contest the violation by appearing at the citation hearing. Such appearance shall suspend the accumulation of additional penalties and leave the amount of the fine as it was as of the date of the hearing until such time as a final determination is made.
- (e) Nothing contained in this section shall be construed as a limitation on the power of the superior court to impose a fine as provided in section [1-4] 1-5.
- (f) For purposes of this section, the term "*business days*" shall mean those days on which the city hall offices of the City of Hartford, Connecticut are open for business, and the term "*days*" shall mean calendar days.

(Code 1977, § 32-21; Ord. No. 16-80, 8-12-80; Ord. No. 6-82, 2-22-82; Ord. No. 63-88, § 1, 10-11-88; Ord. No. 25-92, 6-8-92; Ord. No. 22-09, 5-26-09; Ord. No. 12-17, 3-27-17)

Sec. 22-26. – Fines and penalties for unlawful parking.

- (a) Definitions: For purposes of this section, and unless otherwise specified, the definition of terms contained in title 14, chapter 246, section 14-1 and 14-260n of the Connecticut General Statutes shall govern this section. For purposes of this section the words "park" and "parked" shall mean to leave a vehicle stationary.
- (b) The fine shall be twenty-five dollars (\$25.00), with an initial penalty of thirty-eight dollars (\$38.00) and an additional penalty of thirty-eight dollars (\$38.00), for any vehicle to be and/or remain parked:
 - (1) During a state of emergency following public notice of the declaration of such emergency, on private property without the permission of the owner, for a period of time and in such a condition as to constitute a nuisance, or otherwise in violation of state or local parking order, regulations or restrictions;
 - (2) For a period exceeding a posted duration or restriction or otherwise allowable by law;
 - (3) For a period exceeding the authorized time duration purchased at any parking meter;
 - (4) In violation of the posted parking regulation; [or]
 - (5) Over the legal limit at any parking meter by making additional payment to extend the authorized parking time where restricted according to the posted parking regulation[.]; or

(6) In any space or area that is demarcated for a specific parking meter zone, and to not utilize the appropriate parking meter zone designation to park.

- (c) The fine shall be thirty dollars (\$30.00) and the vehicle subject to removal at the owner's expense, with an initial penalty of forty-three dollars (\$43.00) and an additional penalty of forty-three dollars (\$43.00), for parking:
 - (1) A distance greater than twelve (12) inches from a curb, measured from the vehicle's passenger side wheels; or
 - (2) Within twenty-five (25) feet of an intersection or a marked crosswalk thereat, or within twenty-five feet of a stop sign erected by the traffic authority.
- (d) The fine shall be forty-five dollars (\$45.00) and the vehicle subject to removal at the owner's expense, with an initial penalty of thirty-eight dollars (\$38.00) and an additional penalty of forty-two dollars (\$42.00), for parking:
 - (1) On the wrong side of a street or facing opposite traffic;
 - (2) In a no-parking area, tow zone or the odd/even side of a street according to the posted days;
 - (3) In a marked bus stop;
 - (4) In a no standing area;
 - (5) In a loading zone;
 - (6) Within five (5) feet of or obstructing a driveway or curb cut;
 - (7) In a vending space;
 - (8) By a vendor in an unauthorized vending space;
 - (9) By trespassing on private property;
 - (10) While unlawfully repairing a motor vehicle within any city street or on public property; or
 - (11) So as to block a park entrance;
 - (12) Non-payment of the meter parking; or
 - (13) Parked over the line (marked boundary) of a parking space.
- (e) The fine shall be seventy-five dollars (\$75.00) and subject to removal at owner's expenses, with an initial penalty of twenty-three dollars (\$23.00) and an additional penalty of twenty-seven dollars (\$27.00), for parking:
 - (1) Within ten (10) feet of a hydrant;
 - (2) In violation of fire and park rules and regulations;
 - (3) On or obstructing a sidewalk;
 - (4) On or obstructing a crosswalk;
 - (5) So as to double park;
 - (6) Within or obstructing an intersection;
 - (7) So as to impede or obstruct pedestrian or vehicular traffic;

- (8) On any property between the street line and traveled portion of any street.
- (f) The fine shall be one hundred dollars (\$100.00) and the vehicle subject to removal at owner's expense, with an initial penalty of thirteen dollars (\$13.00) and an additional penalty of thirteen dollars (\$13.00), for parking:
- (1) In any area that is demarcated or otherwise designated a temporary no-parking area to allow the removal of snow or ice; or
 - (2) In violation of zoning ordinances; or
 - (3) Any tractor, tractor-trailer, semi-trailer, truck, or commercial vehicle combination on any city street(s) for more than three (3) hours, except for the purpose of delivery or service taking less than eight (8) hours; [or]
 - (4) A trailer or semi-trailer on any street or arterial highway unattached to a motor vehicle, tractor or truck-tractor capable of towing it, except for the purpose of delivery or service while loading or unloading at off-street platforms; or
 - (5) Recreational vehicles, as defined in G.S. § 14-1, between the hours of 11:00 p.m. and 6:00 a.m.
- (g) The fine shall be one hundred twenty-five dollars (\$125.00) and the vehicle subject to removal at the owner's expense, with an initial penalty of thirteen dollars (\$13.00) and an additional penalty of thirteen dollars (\$13.00), for parking by an unauthorized person in a parking space designated for the handicapped and so marked.
- (1) By an unauthorized person in a parking space designated for the handicapped and so marked.

(Code 1977, § 32-22; Ord. No. 17-80, 8-12-80; Ord. No. 19-81, 7-15-81; Ord. No. 29-81, 12-14-81; Ord. No. 34-84, 10-9-84; Ord. No. 16-86, 6-9-86; Ord. No. 64-88, 10-11-88; Ord. No. 31-91, 6-10-91; Ord. No. 24-92, 5-12-92; Ord. No. 16-01, 11-26-01; Ord. No. 22-09, 5-26-09; Ord. No. 07-13, 8-12-13; Ord. No. 06-16, 6-27-16)

Editor's note— Ord. No. 22-09, adopted May 26, 2009 amended § 22-26 as herein set out. Former § 22-26 pertained to penalties for unlawful parking. See the Code Comparative Table for complete derivation.



ITEM # 2 ON AGENDA

Luke A. Bronin
Mayor

April 8, 2019

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: Construction of a Pre-Fabricated Barn in Keney Park for Event and Museum Space
by the Ebony Horsewomen, Inc.**

Dear Council President Thames,

Attached for your consideration is a resolution which would allow the City to permit the construction of a 24-foot by 36-foot pre-fabricated barn structure by Ebony Horsewomen, Inc., within the area bounded for its activities in accordance with the organization's lease agreement with the City for the use of a portion of Keney Park. Under C.G.S. §8-24, this matter must also be submitted for consideration to the Planning and Zoning Commission.

The construction of the proposed structure is being funded through a \$70,000 Good to Great grant award to Ebony Horsewomen, Inc. by the State of Connecticut Department of Economic and Community Development (DECD). The barn structure will serve multiple functions, including space for events, meetings, conferences, and expanded educational and training opportunities and offerings from Ebony Horsewomen, Inc. In addition, a small Black Cowboy Museum will be housed in the space, which will provide a unique education and tourism opportunity. The implementation of this grant-funded construction will allow the organization to increase the social impact of its activities. Thank you for your consideration.

Respectfully submitted,

A handwritten signature of Luke A. Bronin, written in dark ink, appearing to be "L. Bronin".

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 8, 2019

WHEREAS, the City of Hartford has a lease agreement with the Ebony Horsewomen, a not-for-profit youth development organization, to operate an Equine Therapeutic and Equestrian Center in a designated section of Keney Park; and

WHEREAS, Ebony Horsewomen, Inc. was the recipient of a \$70,000 Good to Great grant from the State of Connecticut Department of Economic and Community Development; and

WHEREAS, the grant will provide funding for the "Horse of a Different Color" Social Infrastructure Project, which will include the construction of a pre-fabricated barn in Keney Park for use as event and museum space; and

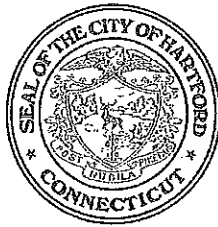
WHEREAS, such space will increase tourism, allow for expanded educational and training opportunities, and enhance the social impact of the organization; and

WHEREAS, the construction of the proposed building is in keeping with the use and character of Keney Park, now, therefore, be it

RESOLVED, that the Mayor is hereby authorized to allow the construction of the proposed structure, and the grant of utility rights or easements as necessary, pending the issuance of all necessary permits and approvals, and to take such other actions as he and the Corporation Counsel may deem appropriate and in the best interests of the City in order to effectuate the installation of said structure; 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 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 parties taking such actions, all of which shall be, in form and substance, acceptable to the Mayor and the Corporation Counsel.



ITEM # 3 ON AGENDA

Luke A. Bronin
Mayor

March 25, 2019

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: Municipal Code Revisions: Chapters 5 and 26

Dear Council President Thames,

Attached for your consideration are proposed ordinance revisions which would repeal and replace Chapter 5, Section 5-33, and Chapter 2, Section 26-9, of the Hartford Municipal Code. The ordinance revisions will amend the fees to be assessed for the use of Dillon Stadium and the policies which will govern its use once the renovations to the stadium are complete.

The renovations to Dillon Stadium allow for the expanded use of the stadium by the community and make it possible for the United Soccer League franchise, Hartford Athletic, to utilize the stadium for games and other events. The enhanced use of the stadium requires revisions to the ordinances to align the fees and policies with the Stadium's anticipated use post renovation.

References to fee rates have been removed from Section 5-33 and these rates have been incorporated into a separate fee schedule, with new rates proposed. Similarly, policies governing the use of the stadium have been deleted from the ordinance and are provided in a separate and more extensive use policy. The proposed fee schedule and use policy is attached.

Thank you for your consideration.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "Luke A. Bronin", written over a horizontal line.

Luke A. 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 5 –AMUSEMENTS.

COURT OF COMMON COUNCIL,
CITY OF HARTFORD

March 25, 2019

Be It Ordained by the Court of Common Council of the City of Hartford that Chapter 5 –Amusements, Article II-Circuses and Outdoor Assemblages, Sec. 5-33- Lease of Dillon Stadium for nonsporting events, be repealed and replaced to read as follows:

Chapter 5 – AMUSEMENTS

ARTICLE II. – CIRCUSES AND OUTDOOR ASSEMBLAGES

Sec. 5-33. –Use of Dillon Stadium.

- a) The City of Hartford may enter into an agreement with any person or entity for the use of Dillon Stadium, subject to obtaining any and all approvals as determined by the Office of the Corporation Counsel, and subject to the terms and conditions set forth in a certain Stadium Use Agreement by and among the City of Hartford and Hartford Athletic, LLC dated February 25, 2019.
- b) The rules and regulations related to the use of Dillon Stadium shall be set forth in a Dillon Stadium Use Policy and, in their initial form, notwithstanding any provision in this Code that may be to the contrary, shall be approved by the Court of Common Council and, thereafter, notwithstanding any provision in this Code that may be to the contrary, may be revised and adopted, from time to time, by the Director of Public Works and the Director of Development Services, without having to seek additional authority and/or approval. The aforementioned rules and regulations shall be maintained and made available for inspection by the Department of Public Works.
- c) The Dillon Stadium Use Policy shall be posted on the City of Hartford's Parks and Recreation webpage at <http://hartfordct.myrec.com> and shall be made available in hard copy at the offices of the Department of Public Works, 50 Jennings Road, Hartford, CT.

Introduced by:

Mayor Luke A. Bronin

HEADING
AND
PURPOSE

AN ORDINANCE AMENDING CHAPTER 26 – DILLON STADIUM FEE SCHEDULE.

COURT OF COMMON COUNCIL,
CITY OF HARTFORD

March 25, 2019

Be It Ordained by the Court of Common Council of the City of Hartford that Chapter 26 – Parks and Recreation, Sec. 26-9- Stadium Fee Schedule, be repealed and replaced to read as follows:

Chapter 26 – DILLON STADIUM FEE SCHEDULE

ARTICLE I. - IN GENERAL

Sec. 26-9. – Dillon Stadium fee schedule.

- (a) The fees for the public use of Dillon Stadium through the City of Hartford for events shall be set forth in a schedule of rates that have been approved by the Court of Common Council and maintained and made available for inspection by the Department of Public Works.
- (b) Any future adjustments to the aforementioned fees shall be made with the approval of the Court of Common Council upon the recommendation of the Director of Public Works and the Director of Development Services.
- (c) The fees for the public use of Dillon Stadium, shall be posted on the City of Hartford's Parks and Recreation webpage at <http://hartfordct.myrec.com> and shall be made available in hard copy at the offices of the Department of Public Works, 50 Jennings Road, Hartford, CT.

DILLON STADIUM FEE SCHEDULE ATHLETIC EVENTS (under 500 attendees)		Base Fee (Field & Restrooms @ 3 hours)	OPTIONAL AD-ONS			
TIER 1	Hartford Public Schools / Hartford Youth Teams (with 80% Hartford resident participation)		Each Additional Hour	Sound (Public Address System)	Lights	Score Board
		\$350	\$125	\$50	\$100	\$50
TIER 2	Hartford Adult Teams (with 80% Hartford resident participation)	\$350	\$125	\$50	\$100	\$50
TIER 3	Non-resident Youth / High School / Adult Teams	\$400	\$125	\$50	\$100	\$50

DILLON STADIUM FEE SCHEDULE COMMUNITY USE/ COMMUNITY SPECIAL and ATHLETIC EVENTS					
Attendance under 200 people	Attendance between 200 and 1,000 people	Attendance between 1,001 and 2,500 people	Attendance between 2,501-4,000 people	Attendance between 4,001-5,500 people	
\$500	\$2,500	\$4,000	\$5,000	\$6,000	

Notes:

1. High School soccer, football, rugby and lacrosse playoff or championship games are considered Special Events.
2. Concessions are provided by an independent concessionaire who may impose minimum concession sales that are guaranteed by a deposit from the event sponsor.



CITY OF HARTFORD DILLON STADIUM USE POLICY

Dillon Stadium located within the City of Hartford's Colt Park, seats approximately 5,500 spectators and is equipped with a turf field, restrooms, locker rooms, press box, ticket booth, field lights, sound system and score board.

Dillon Stadium is available for use by the community, both resident and non-resident, for athletic and non-athletic events. The stadium proudly serves as the home field for the USL soccer franchise, Hartford Athletic, established in 2018. Home games for Hartford Athletic, whose regular season runs from March through October, are reserved prior to the City accepting reservations.

The following requirements and procedures are established for the use of Dillon Stadium.

I. APPLICATION SUBMISSION

a. Community Athletic Events (Under 500 attendees)

Groups that wish to use Dillon Stadium for community athletic events must submit a reservation application through the City of Hartford Parks and Recreation online facility reservation system. All requests are processed in the order in which they are received and is not a reservation until approved. Once approved by the City, applicants will receive confirmation of the reservation via email.

The online reservation system ("My-Rec") can be found at the following web address:
<http://hartfordct.myrec.com>

New users will need to create an account to log in and make a reservation.

To reserve a date, an application must be submitted for approval a minimum of **fifteen (15) business days** prior to the proposed reservation date. Submitting an application fewer than **fifteen (15) business days** prior to the reservation date may result in the rejection of the application.

The individual completing a request for team play will be required to submit a roster with the name and address of each participant at the time of registration. The failure to submit a team roster may result in the rejection of a reservation request.

There is a Hartford resident fee rate for teams with at least 80% Hartford Resident Participation. To qualify for this rate one of the following forms of identification must be submitted for each participant on the team along with the completed roster:

- a. CT Driver's License;
- b. CT Non-Driver photo identification card; or
- c. Other form of photo identification which contains the name and address of the participant.

This requirement shall not apply to Hartford Public Schools and Hartford Youth Leagues.

A City representative from the Department of Public Works has the discretion to conduct a periodic roster verification during league play to, among other things, verify that members are as listed on the submitted team roster. Teams that are found to be in violation of the residency requirement will be assessed the non-resident fee rate for all league game reservations made that calendar year. The failure to pay any amounts owed resulting from such violation prior to the next scheduled league game will render the team's registration invalid and preclude the team from playing at the stadium until all sums are paid.

b. Community Use /Community Special Events

Community Use and Community Special Events (Collectively, "Special Events") include athletic events with over 500 attendees and all non-athletic events. Groups that wish to use Dillon Stadium for Special Events must submit an Event Permit Application to the Special Events Coordinator at the Department of Development Services.

The **Special Events Permit Application** can be found at the following web address:

<http://www.hartford.gov/dds-events>

To see which dates are available for reservation, please visit the City's facilities reservation Calendar at <http://hartfordct.myrec.com/info/calendar/default.aspx> and select Dillon Stadium as your location.

Applications may also be obtained in hard copy by visiting the Department of Development Services at 250 Constitution Plaza, 4th Floor, Hartford, CT.

All applications are processed by the Special Events Coordinator in the order in which they are received. Applications presenting no scheduling conflict will be tentatively placed on the Dillon Stadium reservation calendar pending final approval (see above link to the Dillon Stadium reservation calendar).

Applications will be circulated and reviewed by the City's interdepartmental Special Events Approval Committee (the "Committee"). Once the application is approved and signed by the Committee, a formal permit, that is signed by either the Director of Development Services or Director of Community and Small Business Development, will be issued by Development Services to the applicant, provided the requisite permit fee has been paid.

Applications completed or received less than 30 days prior to the proposed Special Event may not be accepted. The application will be deemed complete by the City when all of the required items are provided by the Event Organizer.

Additional information related to Special Events permitting, including contact information for the Special Events Coordinator, can be found in the Events Permit Application.

II. INSURANCE AND INDEMNIFICATION

All applicants are required to provide a hold harmless agreement and shall agree to maintain in force at all times during the term of use the following minimum insurance coverage and shall name the

City of Hartford as an Additional Insured on a primary and non-contributory basis and also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut with a minimum AM Best's rating of "A-"VIII. In addition, all Carriers are subject to approval by the City of Hartford.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000

An original, completed Certificate of Insurance must be presented to the City of Hartford prior to the use of the facilities or event.

III. PAYMENT

a. Athletic Events

Accepted forms of payment include bank or certified check and credit cards (online payment through My Rec System). The permit fee for athletic events is attached to this Use Policy (see **Attachment A**).

Once a reservation request is made and a confirmation notification sent to the applicant, the City will issue an invoice for the permit fee to the applicant. No permit for the use of the Stadium will be issued until the permit fee is paid. An applicant will have **ten (10) calendar days** from the date the City issues its invoice to submit payment to the City. Unpaid invoices will result in reserved date(s) being released from reservation.

b. Special Events

Accepted form of payment includes bank or certified check and credit cards (online payment through My Rec System). The Special Event Permit fees for the use of Dillon Stadium are attached (see **Attachment B**).

Once a reservation request is approved by the Special Events Committee, the City will issue an invoice for the permit fee to the applicant. No permit for the use of the Stadium will be issued until the permit fee is paid. An applicant will have **ten (10) calendar days** from the date the City issues its invoice to submit its payment to the City. Unpaid invoices will result in reserved date(s) being released from reservation.

Special Event applicants will be responsible to pay the cost of any City services that are in excess of the Event Permit Fee in full within **sixty (60) calendar days** after the event has taken place. City services may include, but shall not be limited to, services provided by the Department of Public Works, Licenses & Inspections, Fire Department, Police Department, and other City departments, as well as contractors and others doing work by and on behalf of the City to staff, inspect, clean up, provide emergency services and otherwise.

IV. CANCELLATION POLICY

Cancellations made by applicants thirty (30) days or more in advance of an event date will receive a 100% refund. Cancellations made by applicants fifteen (15) days or more in advance of an event will incur a 50% cancellation fee. There shall be no refunds for cancellations made by applicants that are less than fifteen (15) days in advance of an event.

The City reserves the right to cancel reservations due to Team conflicts or other unforeseen events. In the event of a cancellation, the City will make every effort to reschedule an event with an applicant at a mutually agreeable date and time or refund the applicant's permit fee.

V. RESERVATIONS

Groups may begin reserving dates for the calendar year based on the priority booking order below. The City will post the dates that each group may begin making reservations on the My-Rec system web page.

First Priority Group:	Hartford Public Schools and Youth Teams with 80% Hartford resident participation
Second Priority Group:	Adult Teams with 80% Hartford resident participation (non professional or semi-professional)
Third Priority Group:	Other Community and promoted events
Fourth Priority Group:	Youth, High School, and Adult Teams (non professional or semi-professional) with less than 80% Hartford resident participation

For the 2019 calendar year, reservations can be made for dates that fall within July 1st through December 31st. Please note that reservations in the 2019 calendar year are dependent upon the completion of the Stadium, and therefore, summer reservations may need to be rescheduled or cancelled. For subsequent calendar years, reservations can be made for dates commencing as of March 1st through December 31st.

For the 2019 calendar year Hartford Athletic (the "Team" or "Club") will set the dates for their home games and events by April 1st. Every year thereafter, the Team will set the dates for their home games and events on or before January 31st of each year.

From February 1st through December 31st, the City has the exclusive right to accept and make reservations ("Community Priority Period") from the community for dates not already reserved by the Team for their home games/events. For the 2019 calendar year the Community Priority Period shall begin on April 2nd and end on December 31, 2019.

The Team may select dates that were already reserved during the City's Community Priority Period for additional games required to be played by the United Soccer League (USL) or US Soccer Federation (i.e. USL playoff games and US Open Cup Games), and home games that were required to be rescheduled. Reasonable efforts will be made to reduce the potential rescheduling of events that have already been booked through the City.

Notwithstanding the foregoing, at any time after May 30th of each calendar year, the Team may reserve up to eight (8) Club Additional Events during the remainder of the calendar year on any dates not already reserved for a Community Event or Community use prior to May 30th of such calendar year. In addition, the Team may schedule more Club Events after May 30th if the Stadium has not been reserved for a Community Event or Community Use as of fifteen (15) days prior to the date of such Club Event.

Reservations for collegiate and professional soccer, rugby, lacrosse or other Club Event are made through the Team.

VI. SCHEDULING PROHIBITIONS

1. No event may be scheduled on the same day as a Team Event.
2. No event may be scheduled or continue to occur during the twenty-four (24) hour period prior to a Team Event.
3. No event shall be scheduled which will impact the lines on the field until the Team playing season concludes. (Football lines will be added to the field after the soccer playing season).
4. No event shall be scheduled which is likely to impact the safety and integrity of the field.
5. The stadium and adjacent grounds shall not be leased for more than two consecutive days.
6. No event shall be conducted after 12:00 midnight.

VII. STADIUM PROHIBITIONS

The following are prohibited within the stadium premises:

1. Animals, other than assistance dogs, conditional upon presentation of the dog's veterinary record indicating that all vaccinations are up to date and official documentation stating that the dog is an assistance dog.
2. Scooters and other powered devices that are not intended for transportation of disabled persons or persons with limited mobility.
3. Any weapon, including but not limited to self-defense, ammunition, or component parts of guns, piercing or bladed items, knives, cold steel weapons and any other objects that may be used as a weapon. The foregoing in this Section 3 is not applicable to State, Federal, and/or Local law enforcement personnel, authorized security personnel, and/or Federal and/or State military personnel.
4. Compressed and liquefied gases, flammable and pyrotechnical substances and items regardless of their type, including but not limited to fireworks, signal flares, missiles, crackers, gas bottles and items that may be used to make pyrotechnical devices or smoke; and any other materials, articles, and/or objects that can be used to generate smoke, explosions and/or flames.
5. Unlawful narcotic, psychotropic and/or toxic substances.
6. Umbrellas that are longer than 25cm when closed.
7. Moving and gliding aircraft or their models (gliders, drones, kites, etc.).
8. Skateboards, roller blades, roller skates, etc.
9. Laser pointers
10. Smoking or tobacco products.
11. Outside food or beverages (see Section VII below).

12. Insulting any other persons (which includes by use of banners, signs and other means of visual propaganda) and carrying out any other activities that humiliate and/or insult people, their human dignity or business reputation.
13. Acting, chanting or using language in any way that is discriminatory or extremist, aimed against a country, person or group based on race, color of skin, ethnic, national or social background and wealth, birth or any other status, gender, disability, age, language, religion, political or other opinion, sexual orientation or on any other grounds.

VIII. TURF FIELD PROHIBITIONS

The following are prohibited from being on the field:

1. Animals
2. Food, chewing gum, sunflower seeds or peanut shells
3. Tobacco products
4. Metal spikes/cleats or high-heeled shoes
5. Fireworks and/or pyrotechnics

Violation of the turf field use policies may result in the loss of privileges to use the field and/or a fine up to \$250 per violation at the sole discretion of the City.

IX. CONCESSIONS

An independent concessionaire will operate the concessions at the Stadium where food or drinks will be offered for sale. Event organizers must advise the City in its application that it would like to have outside concession operations for an event. Please note that the independent concessionaire may have minimum threshold requirements (i.e. attendance, sales, etc.) for the provision of concessions at an event.

Alternatively, organizers may serve and/or sell retail purchased pre-packaged foods and cans or bottles of non-alcoholic beverages at the stadium from a table located at a designated location on the stadium premises in compliance with local and state health regulations. Organizers must indicate on their application their intent to have food and/or beverages offered for sale at their event.

X. PRESS BOX / BROADCASTING EVENTS

There is a press box located in the stadium with electrical service, lighting, heating and air conditioning with a camera platform adjacent to the press box for broadcasting events. The camera platform is accessible through the press box.

XI. BOX OFFICE

The Stadium is equipped with a box office at the main entrance to the stadium that is available to be used solely for Special Events during the scheduled stadium reservation period.



ITEM # 4 ON AGENDA

Luke A. Bronin
Mayor

March 25, 2019

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: Easements from Saint Francis Hospital and Medical Center

Dear Council President Thames,

Attached for your consideration is a resolution authorizing the City of Hartford to obtain easements from Saint Francis Hospital and Medical Center for the purposes of installing and maintaining traffic signals and associated accessories.

The easements will be at or near the intersection of Woodland Street and Ashley Street, and, in the aggregate, will cover an area of approximately 1,179 square feet. The hospital has agreed to convey the easements to the City at no cost or at nominal cost.

Thank you for your consideration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "L. Bronin", followed by a horizontal line.

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, March 25, 2019

WHEREAS, the City of Hartford (the "City") needs to obtain permanent easements at or near the intersection of Woodland Street and Ashley Street in Hartford, Connecticut (the "Easements") from Saint Francis Hospital and Medical Center (the "Hospital") for the purposes of installing and maintaining traffic signals and associated appurtenances, which Easements are expected to cover areas that are, in the aggregate, approximately 1,179 square feet; and

WHEREAS, the Hospital has agreed to convey the Easements to the City for zero or nominal consideration; and

WHEREAS, simultaneous with this submission, this resolution is being submitted to the City's Planning and Zoning Commission (the "Commission") for review in accordance with Section 8-24 of the Connecticut General Statutes, and the resulting recommendation of the Commission is expected to be delivered to the City Council in time to assist the City Council in voting on this matter; and

WHEREAS, the City's Department of Public Works has reviewed relevant aspects of the proposed conveyance of the Easements to the City, endorses the conveyance, and will be supervising, managing and monitoring the work related to the aforementioned installation and maintenance of the traffic signals and associated appurtenances; now, therefore, be it

RESOLVED, that the City is hereby empowered and authorized to obtain the Easements as described hereinabove, and the Mayor is hereby empowered and authorized to execute and deliver any and all legal instruments, upon and subject to such terms and conditions that the Mayor and the Office of the Corporation Counsel may deem appropriate and in the best interests of the City, that would further and/or effectuate the conveyance of the Easements to the City; and be it further

RESOLVED, that the Mayor and/or his designee is/are hereby empowered and authorized to execute and deliver any and all manner of documents, upon and subject to such terms and conditions that the Mayor and/or his designee and the Office of the Corporation Counsel may deem appropriate and in the best interests of the City, and take such other actions as the Mayor and/or his designee and the Office of the Corporation Counsel may deem appropriate and in the best interests of the City, all of the foregoing being done in order to further and/or effectuate the conveyance of the Easements to the City; 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 and/or his designee, as the case may be, 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 and/or his designee, as the case may be, executing such documents and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor and the Office of the Corporation Counsel.



ITEM # 5 ON AGENDA

Luke A. Bronin
Mayor

March 25, 2019

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

RE: Lease Agreement-Connecticut Performing Arts Partners

Dear Council President Thames,

Attached for your consideration is a resolution that would authorize the execution of a lease agreement between the City of Hartford ("City") and Connecticut Performing Arts Partners ("CPAP") for the use of four tracts of vacant land at 63 Weston Street (a/ka/ tract C-3a(1)), 81 Savitt Way (a/ka/ tract C-3a(2)), 65 New Road (a/k/a tract C-3a(3)) and 80 New Road (a/k/a tract C-3a(4)) in the North Meadows, totaling approximately twelve acres (collectively, the "Property"). A parcel map of the Property is attached as Exhibit A.

CPAP operates the Xfinity Theatre, which has been utilizing the Property for parking during the theatre's concert season. The concert season typically runs from May 1st to September 30th of every year, and there have been seasonal license agreements since 1996.

CPAP has used the Property and other lots on Leibert Road, Market Street, and Weston Street to satisfy their parking needs. Over the years, the other lots have become unavailable for parking. CPAP has requested a long-term agreement for the use of the Property to ensure that it has reliable parking to support its operation.

The terms of the proposed lease agreement are set forth in the attached Term Sheet. The lease agreement would provide CPAP with a long-term parking solution that will help to ensure the theater's continued presence in the City.

I have attached a resolution for your consideration. Thank you for your consideration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Luke A. Bronin", is written over a horizontal line.

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, March 25, 2019

WHEREAS, the City of Hartford ("City") owns four tracts of vacant land located at 63 Weston Street (a/ka/ tract C-3a(1)), 81 Savitt Way (a/ka/ tract C-3a(2)), 65 New Road (a/k/a tract C-3a(3)) and 80 New Road (a/k/a tract C-3a(4)) in the North Meadows, totaling approximately twelve acres (collectively, the "Property"); and

WHEREAS, Connecticut Performing Arts Partners ("CPAP") operates the Xfinity Theatre which has been utilizing the Property for parking during the theatre's concert season, which typically runs from May 1st to September 30th of every year, under seasonal license agreements since 1996; and

WHEREAS, CPAP has used the Property and other lots in the City to satisfy their parking needs, but over the years the other lots have become unavailable for parking; and

WHEREAS, CPAP has requested a long-term lease agreement for the use of the Property to ensure that it has reliable parking to support its operation; and

WHEREAS, The lease agreement would provide CPAP with a long-term parking solution that will help ensure the theater's continued presence in the City; and

WHEREAS, the Terms of the proposed Lease Agreement are set forth in a Term Sheet attached hereto, now therefore be it

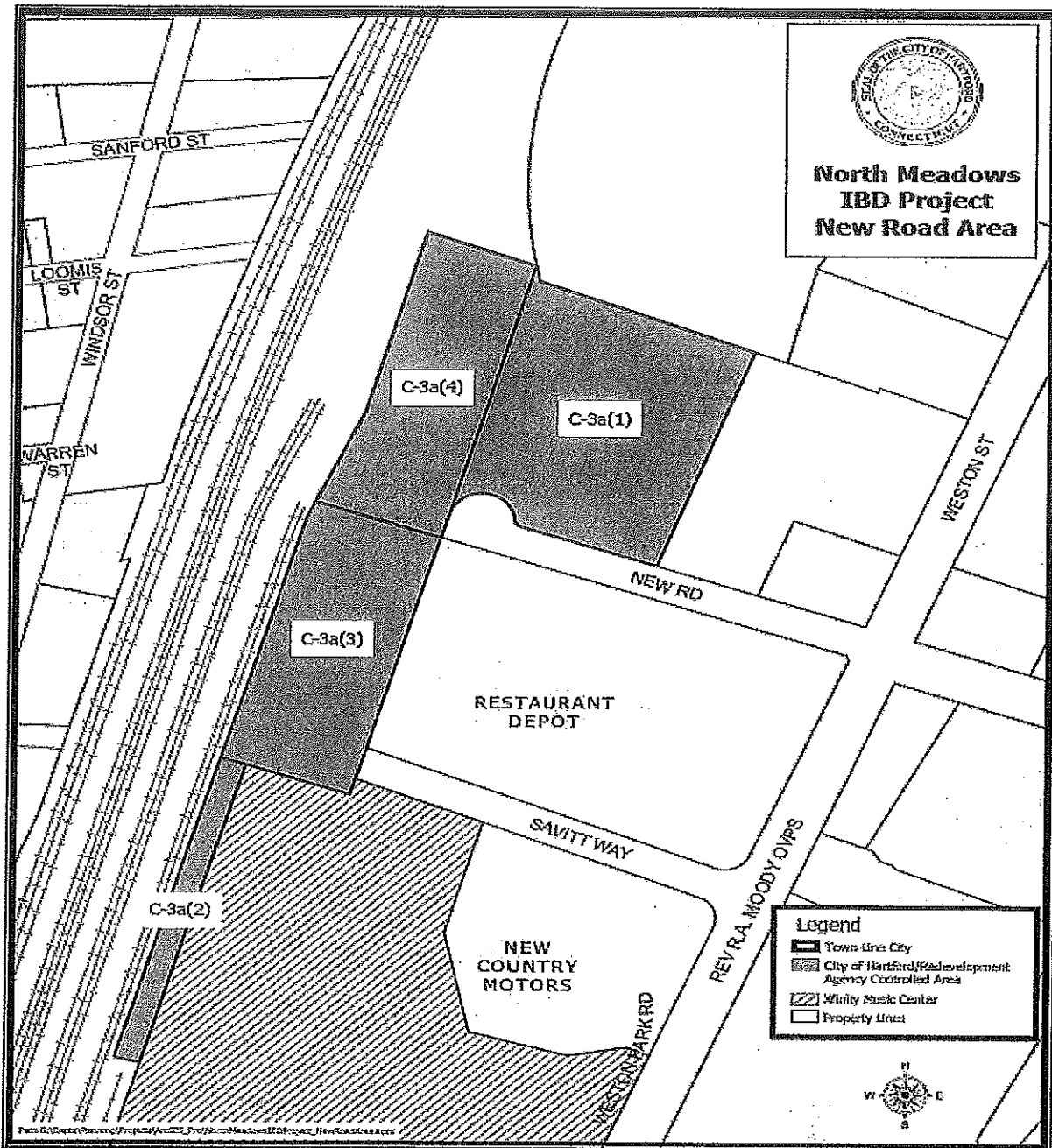
RESOLVED, that the Court of Common Council hereby authorizes the Mayor, subject to review and approval of the Term Sheet for the project, to enter into a lease agreement with Connecticut Performing Arts Partners, and be it further

RESOLVED, that the Mayor is authorized to execute any and all manner of other documents, including any utility easement that may be required, 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 transaction, upon approval of the Term Sheet; 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 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 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.

Exhibit A



TERM SHEET - Xfinity Theatre

Lessee: Connecticut Performing Arts Partners (CPAP)

Lessor: City of Hartford, Hartford Redevelopment Agency

Premises: Parcels C-3a(1), C-3a(2), C-3a(3) and C-3a(4)

Use: Parking lot for up to 1,500 cars in connection with the operation of the Xfinity Theatre

Agreement Type: Lease

Term: Cotermious with lease for the Xfinity Theatre venue, including and renewals thereof.

Base Rent: \$85,000 annually, payable in monthly installments of \$7, 083.33.

Rental Adjustments: Base rent shall be adjusted at the commencement of each sixth year following the Commencement Date.

Base rent shall increase by an amount equal to the product of the base Rent times 100% of the percentage increase, if any, in the CPI over the CPI at the Commencement Date or the last adjustment day, as the case may be.

Security Deposit: One-month security deposit in the amount of Seven Thousand Eighty-Three Dollars and 33 Cents (\$7,083.33).

Maintenance: CPAP shall perform: (i) snow removal, including the removal of snow from the sidewalk area contiguous to the Premises; (ii) apply sand; (iii) trash removal; and (iv) landscaping maintenance.

Landlord shall maintain the Premises throughout the term in good condition and repair sufficient for Tenant's intended use (including sufficient and safe lighting).

Insurance: CPAP shall maintain and pay all premium costs for such insurance coverage and at such limits as are acceptable to the City's Risk Manager.

Termination: City may terminate this Agreement for all of the Premises upon no less than (six (6) months prior written notice to CPAP of its obligation to sell or convey all of the Premises to a third party for development or for uses as something other than a surface parking facility. No such termination will be made effective at any time between April 1 and October 31 of each Lease Year, and unless and until the City provides adequate replacement parking facilities, which may include structured parking on the Premises, on the same terms and conditions.

In the event the replacement parking is a structured parking facility, the City and CPAP will work collaboratively to reach a mutual agreement and approval of plans which are sufficient for the City, at its expense to, design and construct such a facility.



ITEM # 6 ON AGENDA

Luke A. Bronin
Mayor

March 11, 2019

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: Downtown North – Development Agreement and Ground Lease

Dear Council President Thames,

Attached is a resolution for consideration by the Court of Common Council ("Council") which would authorize the City of Hartford ("City") to enter into a development agreement and ground lease with RMS Companies ("RMS") for the development of 1212 Main Street, Hartford ("Parcel C"), with an option to develop other parcels located in the Downtown North development.

In November 2017, the City issued a Request for Proposals ("RFP") seeking qualified developers to develop several City-owned parcels located north of the City's Downtown district. The redevelopment area consists of 32 properties aggregated into four distinct clusters as shown on the attached Parcel Key Map (the "DoNo Site"). RMS, a real estate development firm based in Stamford, CT, responded to the RFP and the City has worked with RMS since that time to bring a development proposal forward.

RMS has extensive experience in developing the mixed-use development proposed for the DoNo Site, including past and present projects in Stamford, Norwalk, New Haven, Bethel and Danbury. In addition, RMS recently renovated the historic Goodwin Hotel in downtown Hartford.

The plans proposed by RMS call for a holistic transformation of the DoNo Site commencing with Parcel C. Parcel C, overlooking Dunkin Donuts Stadium, has been vacant for several years and is currently being used as a surface parking lot. Parcel C would be developed to include an approximately 200,000 SF mixed-use building with 200 residential units and 11,000 SF of retail/community/flex space, and a structured parking garage containing approximately 250 parking spaces.

The development of Parcel C would proceed under a development agreement with the City that would contain affordable/workforce housing requirements with rents between 80%-120% AMI, and MWBE hiring and living wage mandates. It is anticipated that construction would commence by the end of this year and be completed by Fall of 2020. RMS would then lease Parcel C from the City through a long-term ground lease with bi-annual PILOT payments to the City throughout the lease term. Upon the successful development of Parcel C, RMS would have the option to develop other parcels at the DoNo Site.

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

The specific terms of the development agreement and ground lease with the Developer are more particularly set forth in a detailed term sheet that is attached.

The total projected cost to develop Parcel C is approximately \$46M. Financing for the project consists of a \$8.5M loan from the Capital Region Development Authority, with the balance being funded through construction financing and private equity. City of Hartford HOME funds would be committed toward the development of Parcel C to support the construction of ten affordable units.

The approval of the proposed development agreement and ground lease would result in the development of an underutilized parcel at a prominent and heavily traversed intersection, produce additional affordable/workforce housing units, and create long-term revenue to the City in the form of PILOT payments. Thank you for your consideration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Luke A. Bronin', with a stylized flourish at the end.

Luke A. Bronin
Mayor

INTRODUCED BY:
Luke A. Bronin, Mayor

COURT OF COMMON COUNCIL
City of Hartford, March 11, 2019

WHEREAS, The City of Hartford ("City") owns 32 parcels of land north of the City's Downtown district that have been aggregated into four distinct clusters identified as Parcels A-D on the attached Parcel Key Map (the "DoNo Site"); and

WHEREAS, In November 2017, the City issued a Request for Proposals ("RFP") seeking qualified developers to develop the DoNo Site into a mixed-use development, and RMS Companies ("RMS"), a real estate development firm based in Stamford, CT, was the sole respondent to the RFP; and

WHEREAS, The plans proposed by RMS call for a holistic transformation of the DoNo Site commencing with the development of the vacant parcel located at 1212 Main Street ("Parcel C").

WHEREAS, Parcel C would be developed to include an approximately 200,000 SF mixed-use building with 200 residential units and 11,000 SF of retail/community/flex space, and a structured parking garage containing approximately 250 parking spaces; and

WHEREAS, The development of Parcel C would proceed under a development agreement with the City that would contain an option to develop other DoNo site parcels upon the successful completion of Parcel C, affordable/workforce housing requirements with rents between 80%-120% AMI, and MWBE hiring and living wage mandates; and

WHEREAS, The total projected cost of the development of Parcel C is \$46M, with financing consisting of an \$8.5M loan from the Capital Region Development Authority, construction financing, private equity and a City of Hartford HOME fund commitment toward the construction of ten affordable units; and

WHEREAS, Post construction, RMS would lease Parcel C from the City through a long-term ground lease with bi-annual PILOT payments to the City throughout the lease term; and

WHEREAS, The specific terms of the development agreement and ground lease with RMS is more particularly set forth in the attached term sheet; and

WHEREAS, The proposed development agreement and ground lease will result in the development of an underutilized parcel at a prominent and heavily traversed intersection, produce additional workforce housing units, and create long-term revenue to the City in the form of PILOT payments; now therefore be it

RESOLVED, That the Court of Common Council hereby authorizes the Mayor, subject to review and approval of a Term Sheet for the project, to enter into a development agreement and ground lease with RMS Companies or its designee; and be it further

RESOLVED, That the Mayor is hereby authorized to execute any and all manner of other documents, including any utility easement that may be required, 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 transaction, upon approval of the Term Sheet, 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 agreements 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 agreements and taking such actions, all of which shall be, in form and substance, acceptable to the Mayor and the Corporation Counsel.