

CITY OF PROVIDENCE RHODE ISLAND



CITY COUNCIL

JOURNAL OF PROCEEDINGS

No. 28 City Council Regular Council Meeting, Thursday, December 5, 2019, 7:00 o'clock P.M.

PRESIDING

COUNCIL PRESIDENT

SABINA MATOS

CALL TO ORDER

PRESENT: COUNCIL PRESIDENT MATOS, COUNCILWOMEN ANTHONY, CASTILLO, COUNCILMEN CORREIA, ESPINAL, COUNCILWOMAN HARRIS, COUNCILMAN IGLIOZZI, COUNCILWOMEN KERWIN, LAFORTUNE, COUNCILWOMAN MILLER, COUNCILMAN NARDUCCI, COUNCILWOMAN RYAN AND COUNCILMAN YURDIN – 13.

ABSENT: COUNCILMEN SALVATORE AND TAYLOR – 2.

(SUBSEQUENTLY, COUNCILMAN TAYLOR JOINS THE MEETING)

ALSO PRESENT: SHAWN SELLECK, CITY CLERK, TINA L. MASTROIANNI, FIRST DEPUTY CITY CLERK AND JEFFREY DANA, CITY SOLICITOR

**IN CITY COUNCIL
JAN 02 2020**

APPROVED

Shawn Selleck **CLERK**

ROLL CALL

INVOCATION

The Invocation is given by **COUNCILMAN PEDRO J. ESPINAL**.

"Eternal God, Creator and Savior. We come before You tonight to ask that You grant us wisdom, knowledge and understanding. As we prepare to make important decisions that will impact the lives of many. Look into our hearts, minds, souls and guide us every step of the way so that we can stay true to our values, to our principal, to who we are and to the people we represent. In Your name we pray. Amen."

PLEDGE OF ALLEGIANCE

COUNCILWOMAN KATHERINE A. KERWIN Leads the Members of the City Council and the Assemblage in the Pledge of Allegiance to the flag of the United States of America.

APPROVAL OF MINUTES

Journal of Proceedings No. 26 of the Regular Meeting of the City Council held November 7, 2019, are approve as printed, on Motion of **COUNCILWOMAN RYAN**, Seconded by **COUNCILWOMAN HARRIS**.

RESULT:	APPROVED (WITH VOTE) [UNANIMOUS]
MOVER:	Councilwoman Ryan
SECONDER:	Councilwoman Harris
AYES:	Council President Matos, Councilwomen Anthony, Castillo, Councilmen Correia, Espinal, Councilwoman Harris, Councilman Igliozi, Councilwomen Kerwin, LaFortune, Miller, Councilman Narducci, Councilwoman Ryan and Councilman Yurdin – 13.
ABSENT:	Councilmen Salvatore and Taylor – 2.

ELECTION AND APPOINTMENT OF CERTAIN CITY OFFICERS

ELECTION OF ONE COUNCILMANIC MEMBER TO THE WATER SUPPLY BOARD

COUNCIL PRESIDENT MATOS Calls for Nominations of One Councilmanic Member to the Water Supply Board for the unexpired term, ending on the first Monday in January 2023.

COUNCILMAN NARDUCCI Nominates **COUNCIL PRESIDENT PRO TEMPORE MICHAEL J. CORREIA** and this Nomination is Seconded by **COUNCILWOMAN HARRIS**.

COUNCIL PRESIDENT MATOS Calls for further Nominations and there being none, on motion of **COUNCILMAN NARDUCCI**, Seconded by **COUNCILWOMAN HARRIS**, it is voted that Nominations be closed and the Clerk is directed to cast One Ballot for **COUNCIL PRESIDENT PRO TEMPORE MICHAEL J. CORREIA**.

The Clerk casts One Ballot as directed.

COUNCIL PRESIDENT MATOS Thereupon declares **COUNCIL PRESIDENT PRO TEMPORE MICHAEL J. CORREIA** duly Elected as a member of the Water Supply Board for the unexpired term of Four Years ending on the first Monday in January, 2023.

APPOINTMENT BY HIS HONOR THE MAYOR

Communication from His Honor the Mayor, dated November 19, 2019, Informing the Honorable Members of the City Council that pursuant to Section 302(b) and 813 of the Providence Home Rule Charter of 1980, as amended, and Public Law Chapter 45-50 Sections 1 through 31 passed in 1987, he is this day appointing Sara Silveria of 143 Middle Highway, Barrington, Rhode Island 02806, as the Acting Director of Finance.

COUNCILWOMAN RYAN Moves to Dispense with the Reading of the foregoing matter, Seconded by **COUNCILWOMAN HARRIS**

COUNCIL PRESIDENT MATOS Receives the foregoing Communication.

RESULT: RECEIVED

DISCHARGE FROM COMMITTEE

Communication dated November 27, 2019, from Council President Pro Tempore Michael J. Correia, Councilman Nicholas J. Narducci, Jr., Councilwoman Mary Kay Harris, Councilwoman Helen D. Anthony, Councilman Seth Yurdin, Councilman John J. Igliazzi, Council President Sabina Matos and Councilwoman Nirva R. LaFortune, pursuant to Article IV of the City of Providence Home Rule Charter of 1980, as amended, and Rule 21 of the Rules of the Providence City Council, Entitled: "Discharge of Committee", the Committee on Finance hereby discharges "An Ordinance Establishing a Tax Stabilization Agreement for Westminster Partners, LLC, located on Assessor' Plat 20, Lot 409 (203 Westminster Street)".

COUNCILWOMAN RYAN Moves to Discharge from Committee the foregoing matter and Moves Passage of the Communication, Seconded by COUNCILWOMAN HARRIS, by the following Roll Call Vote:

RESULT:	APPROVED (WITH VOTE) [UNANIMOUS]
MOVER:	Councilwoman Ryan
SECONDER:	Councilwoman Harris
AYES:	Council President Matos, Councilwomen Anthony, Castillo, Councilmen Correia, Espinal, Councilwoman Harris, Councilman Igliazzi, Councilwomen Kerwin, LaFortune, Miller, Councilman Narducci, Councilwoman Ryan, Councilmen Taylor and Yurdin – 14.
ABSENT:	Councilman Salvatore – 1.

COUNCILWOMAN RYAN Moves to take item 22 Out of Order, Seconded by COUNCILWOMAN HARRIS.

COMMITTEE ON FINANCE COUNCILMAN JOHN J. IGLIOZZI, Chairman

The Following matter is hereby Discharged from Committee, As Amended:

COUNCILMAN IGLIOZZI, (By Request):

An Ordinance Establishing a Tax Stabilization Agreement for Westminster Partners, LLC, located on Assessor' Plat 20, Lot 409 (203 Westminster Street).

Read and Passed the First Time, on Motion of COUNCILWOMAN RYAN, Seconded by COUNCILWOMAN HARRIS, by the following Roll Call Vote:

RESULT:	READ/PASSED FOR THE FIRST TIME [8 TO 6]
MOVER:	Councilwoman Ryan
SECONDER:	Councilwoman Harris
AYES:	Council President Matos, Councilwoman Anthony, Councilman Correia, Councilwoman Harris, Councilman Igliozi, Councilwoman LaFortune, Councilmen Narducci and Yurdin – 8.
NAYS:	Councilwoman Castillo, Councilman Espinal, Councilwomen Kerwin, Miller, Ryan and Councilman Taylor – 6.
ABSENT:	Councilman Salvatore – 1.

The Motion for Passage the First Time is Sustained.

ORDINANCE(S) SECOND READING

The Following Ordinances were in City Council November 21, 2019, Read and Passed the First Time and are Severally Returned for Passage the Second Time:

FORMER COUNCILMAN APONTE

An Ordinance in Amendment of Chapter 2016-8, No. 99, dated March 23, 2016, Establishing a Tax Stabilization Agreement for McInnis USA, Inc.

WHEREAS, McInnis USA, Inc., or its designated affiliate, (“McInnis”), is the lessee of certain real estate located in the City of Providence at 39 New York Avenue, Providence, RI, Plat 56, Lot 351, an industrial building owned by ProvPort, Inc., a Rhode Island non-profit corporation, located within the Port of Providence that has been tax exempt while under the ownership of ProvPort, Inc. (the “Project”); and

WHEREAS, McInnis has rehabilitated the Project returning it to a productive marine related industrial property opening a new facility in the City of Providence and plans on expanding the Project with new construction in 2019; and

WHEREAS, McInnis’s long term leasing of the Project shall return the property to the tax rolls of the City of Providence for the duration of the Lease; and

WHEREAS, the City of Providence envisions that the Project will generate jobs within the City of Providence as well as protect, preserve and showcase the increasing level of industrial and marine related business taking place within the Port of Providence; and

WHEREAS, the Project is anticipated to enhance the tax base of the City of Providence by fostering the increase in tax revenue through real estate and tangible tax payments which shall inure to the City by virtue of McInnis’s relocation to the City of Providence; and

WHEREAS, Rhode Island General Laws § 44-3-9 ("Act") authorizes, subject to certain enumerated conditions, the city council of a city for a period not to exceed twenty (20) years, to exempt and determine an amount of taxes to be paid on account of real and tangible property used for commercial and residential purposes, notwithstanding the valuation of the real estate, tangible property or the rate of tax; and

WHEREAS, this Tax Stabilization Agreement (the "Ordinance") has been determined by the City Council of the City of Providence to be fair, equitable and acceptable to the City; and

WHEREAS, it is in the best interest of the residents of the City of Providence to grant this Tax Stabilization Agreement in order to induce the relocation of McInnis to the City of Providence;

Be It Ordained by the City of Providence:

Section 1. That the findings set forth in the preceding recitals are hereby made and confirmed.

Section 2. Definitions. The following terms shall have the meanings set forth herein:

- (a) "Assessment" shall mean the value placed upon the improvements made by the Owner by the City of Providence Tax Assessor.
- (b) "Commencement Date" shall be the effective date of this Ordinance.
- (c) "Tangible Property" means any and all tangible personal property including, but not limited to all fixtures, furniture, equipment, furnishings, vehicles, computer hardware and software, informational systems and other physical property utilized in the business of the Project Site Owner.
- (d) "Project Site" means all of the real estate and buildings and improvements thereto located at City of Providence Assessor's Plat 56, Lot 351.
- (e) "Project Site Owner" means an entity with the right and interest in and to the Project Site (or portions thereof), including, without limitation, lessees and successors to units and/or sub-units of the Project Site.
- (f) "Project Taxable Property" means collectively, the Project Site and all Real Property Improvements and Tangible Property thereon.
- (g) "Real Property Improvements" means any structures or improvements including but not limited to buildings, parking lots/structures and related improvements to be constructed and developed on the Project Site.
- (h) "Stabilized Tax Payments" shall mean the payment of taxes pursuant to the schedules of payments detailed in Section 5 below.
- (i) "Termination Date" means the 15th anniversary of the December 31 in which the Project Site is first assessed pursuant to the schedule set forth in Section 5 below.

Section 3. Grant of Tax Stabilization Agreement. The City of Providence, in accordance with the General Laws of the State of Rhode Island and the Code of Ordinances for the City of Providence, is hereby authorized to grant and does grant the schedule of Incentivized Tax Payments pursuant to Section 5.

Section 4. Term. The term of this Ordinance shall be a period commencing upon the Commencement Date and terminating on the Termination Date.

Section 5. Tax Exemption and Stabilization Plan.

- (a) Real Property Tax Payments – Real Property Tax Payments due for the first three (3) years of the Term shall be due and payable in the agreed upon amount of \$50,000.00. In the fourth tax year after the Commencement Date, full taxes shall begin phasing in. Beginning in the fourth tax year after the Commencement Date, the assessor shall issue a bill for a percentage of the then current full value assessment as follows:

Year	Assessed Value	Real Estate Tax Payment
Year 4	\$5,000,000.00	8.33% of Full Taxes Due
Year 5	\$5,000,000.00	16.66% of Full Taxes Due
Year 6	\$5,000,000.00	24.99% of Full Taxes Due
Year 7	Then Current Assessed Value	33.32% of Full Taxes Due
Year 8	Then Current Assessed Value	41.65% of Full Taxes Due
Year 9	Then Current Assessed Value	49.98% of Full Taxes Due
Year 10	Then Current Assessed Value	58.31% of Full Taxes Due
Year 11	Then Current Assessed Value	66.64% of Full Taxes Due
Year 12	Then Current Assessed Value	74.97% of Full Taxes Due
Year 13	Then Current Assessed Value	83.30% of Full Taxes Due
Year 14	Then Current Assessed Value	91.63% of Full Taxes Due
Year 15	Then Current Assessed Value	95% of Full Taxes Due

Tax Payments for years four through six of the Term shall be calculated based upon an agreed upon assessed value of \$5,000,000.00 and a real property tax rate of \$36.75 per \$1000.00. Tax Payments in years seven through the remainder of the Term of this Ordinance shall be calculated based on the then current valuation of the property and then current applicable real property tax rates. Following the conclusion of fifteen full years, Project Site Owner will be paying the full current assessment.

- (b) Tangible Property Tax Payments – No Tangible Property Tax Payments will be due for the first three (3) years of the Term. In the fourth year after the Commencement Date through the end of the fifteenth year after the Commencement Date the Assessor shall issue a bill according to the schedule contained below:

Year	Tangible Property Value	Percentage of Full Taxes Due	Tangible Property Tax Payment Due
Year 4	\$8,000,000.00	8.33% of Full Taxes Due	\$37,185.12
Year 5	\$7,200,000.00	16.66% of Full Taxes Due	\$66,933.22
Year 6	\$6,480,000.00	24.99% of Full Taxes Due	\$90,359.84
Year 7	\$5,832,000.00	33.32% of Full Taxes Due	\$108,431.80
Year 8	\$5,248,800.00	41.65% of Full Taxes Due	\$121,985.78
Year 9	\$4,723,920.00	49.98% of Full Taxes Due	\$131,744.64
Year 10	\$4,251,528.00	58.31% of Full Taxes Due	\$138,331.88
Year 11	\$4,251,528.00	66.64% of Full Taxes Due	\$158,093.57
Year 12	\$4,251,528.00	74.97% of Full Taxes Due	\$177,855.27
Year 13	\$4,251,528.00	83.30% of Full Taxes Due	\$197,616.97
Year 14	\$4,251,528.00	91.63% of Full Taxes Due	\$217,378.66
Year 15	\$4,251,528.00	95% of Full Taxes Due	\$225,373.49

The valuation and depreciation of Tangible Property contained in the above schedule is hereby agreed to and all Tangible Property Tax Payments during the Term of this Ordinance shall be due in the amounts contained above. Following the conclusion of fifteen full years, Project Site Owner will be paying the full current assessment. In the event that during the Term of this Ordinance Project Site Owner installs Tangible Property at the Project Site that exceeds a value of Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the “\$9.5M Cap”), Project Site Owner shall pay tangible property taxes on such amount of tangible property value that exceeds the \$9.5M Cap in the ordinary course.

Section 6. Payment of Taxes and Revenue Reporting.

(a) Stabilized Tax Payments due to the City, pursuant to the schedule listed in Section 5, may be made in either a lump sum during the first quarter of the applicable tax year or in equal quarterly installments. If the quarterly payments are to be made, they shall be due on the same dates that quarterly taxes are due for all other taxpayers in the City.

(b) The liability for the Stabilized Tax Payments due and owing under this Ordinance shall constitute an obligation of the Project Site Owner, and the City shall be granted by Project Site Owner, a first lien on the Project Taxable Properties, which lien shall be of the same priority and entitle the City to the same foreclosure remedies as the lien and foreclosure remedies provided under the applicable laws and ordinances with respect to real property and personal property taxes. The City agrees to provide Notice to Project Site Owner prior to exercising any foreclosure or other remedies available and Project Site Owner shall have ninety (90) days to cure any alleged default under this Ordinance from the date upon which Notice of any alleged default is received from the City. Said Notice shall include, with specificity, the nature of any alleged default, and the actions which the City believes to be reasonably necessary to cure any alleged default under this Ordinance.

(c) It is understood that the Stabilized Tax Payments made hereunder are deemed by the City to be tax payments, and Project Site Owner shall be entitled to all of the rights and privileges of a taxpayer in the City, including, without limitation, the right to challenge and appeal any assessment and/or reassessment. It is further understood and agreed that the City's sole and exclusive recourse to Project Site Owner is limited to the City's first lien on the Project Taxable Properties, however, nothing herein shall be construed to limit the right of the City to foreclose or take any other judicial proceeding available at law for the collection of taxes.

(d) Stabilized Tax Payments not made by Project Site Owner as they become due shall be subject to any and all penalties allowed under Rhode Island General Laws. Failure to receive a tax bill reflecting the payments pursuant to Section 5 shall not relieve Project Site Owner of its obligation to make Stabilized Tax Payments herein. If for any reason Project Site Owner does not receive an appropriate tax bill, Project Site Owner shall have the responsibility and obligation to make reasonable inquiries to the City in order to have such a proper tax bill issued and thereafter to make payment of the same no later than the due dates provided herein. Stabilized Tax Payments shall be made by Project Site Owner directly to the City of Providence Tax Collector's Office.

Section 7. Effect of Failure to Make Payments. The real property and tangible property taxes payable to the City for the Project Site during the term of this Ordinance shall be based upon the schedules set forth in Section 5. This Ordinance is further conditioned upon Project Site Owner, whether now or in the future, remaining current on tax payments pursuant to Section 5. Failure to make said timely Stabilized Tax Payments may, at the discretion of the City of Providence following the Notice and the 90-day cure period set forth in Section 6(b), render this Ordinance null and void.

Section 8. Transfers. As long as Project Site Owner or any successor or assignee owns or operates the Project Site, it will continue to pay Stabilized Tax Payments for the Project Site pursuant to this Ordinance.

(a) Project Site Owner or any successor or assignee, acknowledges and agrees that the Project Site will be subject to taxation pursuant to the terms of this Ordinance and thereafter subject to taxation pursuant to Rhode Island General Laws and the ordinances of the City of Providence. Project Site Owner, or any successor or assignee, agrees that the exemption and conditions under this Ordinance shall run with the land.

(b) If the lease of the Project Site is terminated during the Term of this Ordinance this Agreement may terminate at the discretion of the City of Providence following the Notice and the 90-day cure period set forth in Section 6(b).

(c) Stabilized payments shall be an obligation of the Project Site Owner during the tax stabilization term as defined in Section 4 above and in accordance with the tax stabilization plan outlined in Sections 5 & 6 above, without regard for any transfer of the property. The Project Site Owner agrees to provide prior written notice to the City of Providence of any transfer of the Property so that the City of Providence may make a determination, in its sole discretion, as to whether or not stabilization under this Agreement will continue. Moreover, the Project Site Owner agrees not to transfer the property to a tax exempt entity for a term no less than the period of stabilization pursuant to this agreement.

Section 9. Employment and Contracts.

(a) Construction.

- i. MBE/WBE. Project Site Owner shall make a good faith effort to award to Minority Business Enterprises as defined in Rhode Island General Laws, Section 31- 14.1 ("MBE Act") no less than 10% of the dollar value of the construction costs for the Project (as determined in accordance with the rules and regulations promulgated pursuant to MBE Act). Project Site Owner shall make a good faith effort to award to Women Business Enterprises (WBE's) no less than 10% of the dollar value of the construction costs for the Project (as determined in accordance with Section 21-52 of the Code of Ordinances of the City of Providence). Project Site Owner will request the City MBE/WBE office and its Supplier Diversity Director to establish a list of qualified MBE/WBE companies in order to satisfy its MBE/WBE construction goals. In this manner, the City will assist Project Site Owner in meeting said goals. The process of participating with the MBE/WBE office and its Supplier Diversity Director shall begin upon passage in order to develop a designated MBE/WBE subcontractor list which will encourage MBE/WBE participation and joint ventures with other members with the construction industry. Work performed in 2019 or later shall be subject to these provisions contained herein but the requirement shall be for 15% of the dollar value of the construction costs associated with work performed in the second phase of the Project.

- ii. Apprenticeship. Project Site Owner shall ensure that one hundred percent (100%) of the hours worked on the Project shall be performed by trade construction subcontractors who have or are affiliated with an apprenticeship program as defined in 29 C.F.R. § 29 et seq., unless otherwise provided below.

Project Site Owner shall make a requirement in the contracts between its Construction Manager and General Contractor and their subcontractors who have apprenticeship programs as defined in 29 C.F.R. § 29 that not less than ten percent (10%) of the total hours worked by the subcontractors' employees on the project are completed by apprentices registered in the aforementioned apprenticeship programs. Work performed in 2019 or later shall be subject to these provisions contained herein but the requirement shall be for 15% of the hours worked by the subcontractors' employees on the Project in the second phase of the Project.

Project Site Owner shall as part of its contracts between its Construction Manager and General Contractor and their subcontractors require that the subcontractors submit to the Department of Planning and Development quarterly verification reports to ensure compliance with this section.

Project Site Owner, its Construction Manager or General Contractor or other authorized person/entity may petition the City of Providence Department of Planning and Development to adjust the apprenticeship work hour requirements to a lower percentage upon a showing that:

- a. compliance is not feasible because a trade or field does not have an apprenticeship program or cannot produce members from its program capable of performing the scope of work within the contract; or
- b. compliance is not feasible because it would involve a risk or danger to human health and safety or the public at large; or
- c. compliance is not feasible because it would create a significant economic hardship; or
- d. compliance is not feasible for any other reason which is justifiable and demonstrates good cause.

- iii. Internal Revenue Service reporting. Except as provided under Rhode Island General Laws § 28-42-8, any person performing services at the Project Site shall annually receive either a W-2 statement or an IRS Form 1099.
- iv. First Source List. Pursuant to the City of Providence First Source Ordinance, the Project Site Owner shall enter into a First Source Agreement covering the hiring of employees necessary to complete the proposed Project and throughout the term of this Agreement. Project Site Owner shall work in conjunction with the Director of First Source Providence to develop the First Source Agreement.

- iv. "Buy Providence" Initiative. Project Site Owner will use good faith efforts to ensure that construction materials are purchased from economically competitive and qualified vendors located in the City of Providence. In furtherance of this effort, Project Site Owner will work with the City to develop a list of Providence vendors and subcontractors in order to create a preferred vendor list of qualified and economically competitive vendors for the construction of the Project. In order to further that effort, Project Site Owner will hold seminars upon passage of this Ordinance, with the Providence MBE/WBE office, the Supplier Diversity Director, the Director of First Source Providence and the Providence Chamber of Commerce to inform the local economy of the Project Site Owner's development plans in order to maximize the opportunities for Providence businesses to work with Project Site Owner in providing on-going services, equipment and materials. To be clear, nothing in the foregoing shall be construed so as to obligate Project Site Owner to purchase construction materials from any vendor that has not provided the lowest qualified bid in connection with the provision of such materials, as reasonably determined by Project Site Owner.

(b) Permanent Employment. In conjunction with its efforts pursuant to this Section and its ongoing efforts to provide equal employment opportunity without regard to race, color, religion, natural origin, sex, age or handicap, Project Site Owner shall liaise with the City and with the Director of First Source Providence to assist in the recruitment of qualified minority, women, and handicap applicants as well as those on the First Source List for all of its employment positions.

(c) Reporting. During the construction phase of the Project, Project Site Owner shall annually report to the City Council on its progress in complying with the provisions of this Ordinance, including but not limited to, Section 9. To be clear, the terms of this Section 9 shall apply to Project Site Owner and its Real Property Improvements at the Project Site, but shall not be deemed to apply to the tenants of the Project Site and/or the businesses conducted thereon.

Section 10. Agreement to Establish Fund to be Held in Trust by the Treasurer of the City of Providence. Upon passage of this Ordinance, the Developer and/or Project Site Owner shall contribute to a Trust Fund established by the City of Providence, of which the Treasurer shall be a trustee. The Fund shall be identified as the "City Council Parks and Recreation Fund." The City Council shall establish regulations pertaining to the disbursement of funds.

- (a) Payments to the Fund. The Developer and/ or Project Site Owner shall make annual payments to the Fund in the amount of five (5) percent of the total estimated abated taxes for the term of the tax stabilization, for as long as this Ordinance is in full force and effect, including any extensions should they be granted. Said annual payments will be payable on the anniversary of the Commencement Date in each subsequent tax year. If, for any reason, this Ordinance is retroactively revoked, the payments to the fund shall remain and will not be forfeited due to a default. In addition, should the Project Site Owner default under this agreement in any way, including but not limited to, the property being transferred in violation of Section 8 above, said payments under this Section shall be due and owing in full at the time of said default and/or violation.

- (b) Investment and Distribution of the Fund. The trust fund will be invested by the Board of Investment, and an annual distribution of the investment shall be used to provide funds to the Department of Parks and to the Department of Recreation for capital improvements in neighborhood parks and recreation centers. Said annual distribution shall not supplant any funds that are provided to the Department of Parks and the Department of Recreation through the operating budget process. The amount of the distribution shall not exceed 4 (four) percent. Distributions may never exceed the earnings in the year of distribution or reduce the corpus of the fund. The first payment from the fund shall begin in the fifth year after the establishment of the tax stabilization agreement.

Section 11. Resolution of Calculation Disputes. Project Site Owner and the City of Providence agree that McInnis retains the right to appeal the valuation or calculation of the taxes assessed from time to time.

Section 12. Severability. If any one section of this Ordinance is found to be unenforceable, then the other provisions herein shall continue to have the same force and effect as if the unenforceable provision were not passed as part of this Ordinance.

Section 13. Applicable Law. This agreement shall be construed under the laws of the State of Rhode Island.

Section 14. Effective Date. This Ordinance shall become effective immediately upon its passage by the City Council and approval by the Mayor.

COUNCILMAN IGLIOZZI, (By Request):

An Ordinance Establishing a Tax Stabilization Agreement for Batwitwash, LLC, located at 473 Washington Street.

WHEREAS, BATWITWASH, LLC ("Project Owner") is the owner of certain real property located in the City at 473 Washington Street, Assessor's Plat 029, Lot 41; and

WHEREAS, Project Owner has proposed and committed to construct a new multifamily residential building; and

WHEREAS, Under article 13, section 5 of the Rhode Island Constitution, the General Assembly retains exclusive power over matters relating to municipal taxation. Notwithstanding, and pursuant to Rhode Island General Laws § 44-3-9, the General Assembly has authorized the City of Providence, acting through its City Council and subject to certain enumerated conditions, to exempt or determine a stabilized amount of taxes to be paid on account of real and personal property for a period not to exceed twenty (20) years; and

WHEREAS, Pursuant to the Providence Code of Ordinances, as amended, specifically Chapter 21, Article VIII, Section 21-169, the granting of the tax stabilization will inure to the benefit of the City of Providence and its residents by reason of:

- (A) The willingness of Project Owners to rehabilitate existing historic buildings and return them to useful service featuring commercial and residential uses thereby improving the physical plant of the City, which will result in a long-term economic benefit to the City and State; and
- (B) The willingness of Project Owners to commit by agreement to make a significant investment in the above-referenced property, by rehabilitating these historic buildings into mixed use buildings featuring commercial and residential uses in the heart of downtown Providence. This will enhance the tax base of the surrounding area, and generate significant tax revenues for the City of Providence.

NOW, THEREFORE, In consideration of the mutual agreements and promises set forth herein and other good and lawful consideration the receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

“Property” shall mean certain real property together with any and all buildings, structures, and/or improvements now or in the future located in the City at 473 Washington Street, Assessor’s Plat 029, Lot 041.

“Property Owner” shall mean the Project Owner or any other respective entities with the legal or equitable right and/or interest in and/or to the Property, including any and all successors and assigns.

SECTION 2. TAX STABILIZATION.

Section 2.1. Grant. The City, in accordance with R.I.G.L. § 44-3-9 and the City of Providence Code of Ordinances, does hereby grant a twelve (12) year tax stabilization in favor of the Property Owner with respect to the Property.

Section 2.2. Term. The tax stabilization term shall be the period commencing on December 31, 2018 and terminating on December 31, 2029. (Tax Years 2019- 2030).

Section 2.3. Plan. During the tax stabilization term as defined in Section 2.2 above, the City has determined the stabilized amount of taxes to be paid by the Property Owner with respect to the Property, notwithstanding the valuation of the Property or the then-current rate of tax as follows: For tax years 2019 through and including tax year 2021, the Property Owner shall make a tax payment equal to the taxes due and owing for the December 31, 2016 assessment value multiplied by the 2017 Tax Year tax rate (hereinafter the “Base Assessment Tax”). For each tax year thereafter, the Property Owner will pay the Base Assessment Tax plus a percentage of the difference between the Base Assessment Tax on the Property and the taxes due and owing on the then-current assessed value of the Property multiplied by the then-current rate. See “Tax Stabilization Plan” incorporated herein as if fully reproduced and attached hereto and as Exhibit A.

Section 2.4. Payment Deadlines. During the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, stabilized tax payments shall be made in either a lump sum during the first quarter of the applicable tax year or in equal quarterly installments at the discretion of the Property Owner. If the Property Owner elects to make quarterly installments, each quarterly installment shall be due on the same date that quarterly taxes are due for all other taxpayers in the City of Providence.

Section 2.5. Obligation of Property Owners to Make Payment. During the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above, stabilized tax payments shall be an obligation of the Property Owner. It is understood that the stabilized tax payments made hereunder are deemed by the City to be tax payments, and the Property Owner shall be entitled to all of the rights and privileges of a taxpayer in the City, including, without limitation, the right to challenge and appeal any assessment and/or reassessment.

Section 2.6. Non-Receipt of Stabilized Tax Bill. Failure by the City to send or failure by the Property Owner to receive a stabilized tax bill does not excuse the nonpayment of the stabilized tax nor affect its validity or any action or proceeding for the collection of the tax in accordance with this Agreement or otherwise.

Section 2.7. Recording of Agreement, Running with Land. Upon the execution of this Agreement, the Property Owner shall cause a Notice of this Agreement to be recorded at its expense in the City's official public land evidence records.

SECTION 3. PERFORMANCE OBLIGATIONS.

Section 3.1. Commencement of Performance.

Rehabilitation and/or construction shall commence within twelve (12) months of the effective date of this Agreement.

Section 3.2. Permits and Certificates of Occupancy.

Property Owners shall obtain all permits and certificates of occupancy as required by state and local law in connection with any and all intended construction or rehabilitation at the Property.

SECTION 4. TRANSFER OF THE PROPERTY.

Section 4.1. Transfer Generally. Stabilized tax payments shall be an obligation of the Property Owner during the tax stabilization term as defined in Section 2.2 above and in accordance with the tax stabilization plan outlined in Section 2.3 above. Additionally, in accordance with Section 2.7, the burdens and benefits of this Agreement will run with the land, and as for payment of taxes shall run in favor of the City regardless of any transfer of ownership. The Property Owner further agree to provide written notice to the City within thirty (30) days of any transfer of title to the real estate.

Section 4.2. Transfer to Tax Exempt Entities. In the event that one of the respective entities comprising the Property Owner transfers one of the lots comprising the Property to a tax exempt entity, this Agreement shall be void ab initio as it pertains to the respective lot being transferred and the owner thereof and any entity holding the legal right or legal interest in the that respective lot at the time of said transfer shall be liable for the full taxes due and owing from the Effective Date of this Agreement and forward.

Section 4.3. Post-Expiration Transfers. In the event that one of the respective entities comprising the Property Owner transfers the Property to a tax exempt entity within five years from the end of the tax stabilization term, as defined in Section 2.2 above, the then respective entity owning the applicable lot at the time of said sale will pay the following: five percent (5%) of the sale price in said transfer if sold to a tax-exempt entity in the first year following the end of the Term; four percent (4%) of the sale price in said transfer if sold to a tax-exempt entity in the second year following the end of the Term; three percent (3%) of the sale price in said transfer if sold to a tax-exempt entity in the third year following the end of the Term; two percent (2%) of the sale price in said transfer if sold to a tax-exempt entity in the fourth year following the end of the Term; and one percent (1%) of the sale price in said transfer if sold to a tax-exempt entity in the fifth year following the end of the Term.

SECTION 5. FURTHER ASSURANCES.

Section 5.1. MBE/WBE. Property Owner shall make a good faith effort to award to Minority Business Enterprises as defined in Rhode Island General Laws, Section 31- 14.1 ("MBE Act") no less than 10% of the dollar value of the construction costs for the Project (as determined in accordance with the rules and regulations promulgated pursuant to MBE Act). Property Owners shall make a good faith effort to award to Women Business Enterprises (WBE's) no less than 10% of the dollar value of the construction costs for the Project (as determined in accordance with Section 21-52 of the Code of Ordinances of the City of Providence). Property Owner will request the City MBE/WBE office and its Supplier Diversity Director to establish a list of qualified MBE/WBE companies in order to satisfy its MBE/WBE construction goals. In this manner, the City will assist Property Owner in meeting said goals. The process of participating with the MBE/WBE office and its Supplier Diversity Director shall begin upon passage in order to develop a designated MBE/WBE subcontractor list which will encourage MBE/WBE participation and joint ventures with other members with the construction industry.

Section 5.2. Internal Revenue Service reporting. Except as provided under R.I.G.L. § 28-42-8, any person performing services at the Property shall annually receive either a W-2 statement or an IRS Form 1099.

Section 5.3. First Source. Pursuant to the City of Providence First Source Ordinance, the Project Owner shall enter into a First Source Agreement covering the hiring of employees necessary to complete the proposed Project and throughout the term of this Agreement. Project Owner shall work in conjunction with the Director of First Source Providence to develop the First Source Agreement.

Section 5.4. "Buy Providence" Initiative. Property Owner will use good faith efforts to ensure that construction materials are purchased from economically competitive and qualified vendors located in the City of Providence. In furtherance of this effort, Property Owners will work with the City to develop a list of Providence vendors and subcontractors in order to create a preferred vendor list of qualified and economically competitive vendors for the construction of the Property. In order to further that effort, Property Owner will hold seminars/meetings upon passage of this Ordinance, with the Providence MBE/WBE office, the Supplier Diversity Director, the Director of First Source Providence and the Providence Chamber of Commerce to inform the local economy of the Property Owner's development plans in order to maximize the opportunities for Providence businesses to work with Property Owner in providing on-going services, equipment and materials. To be clear, nothing in the foregoing shall be construed so as to obligate Property Owner to purchase construction materials from any vendor that has not provided the lowest qualified bid in connection with the provision of such materials, as reasonably determined by Property Owner.

Section 5.5. Apprenticeship. The Property Owner shall ensure that one hundred (100) percent of the hours worked on the project shall be performed by trade construction subcontractors who have or are affiliated with an apprenticeship program as defined in 29 C.F.R. § 29 et seq. Up to twenty (20) percent of the hourly requirement may be waived if replaced with hours worked by qualified MBE/WBE companies registered in the State of Rhode Island. Certification of this waiver shall be reviewed and signed by the designated MBE/WBE coordinator within the department of purchasing. The Property Owner shall make a requirement in the contracts between its construction manager and general contractor and their subcontractors who have apprenticeship programs as defined in 29 C.F.R. § 29 that not less than ten (10) percent of the total hours worked by the subcontractors' employees on the project are completed by apprentices registered in the aforementioned apprenticeship programs.

The Property Owner shall as part of its contracts between its construction manager and general contractor and their subcontractors require that the subcontractors submit to the First Source Director quarterly verification reports to ensure compliance with this section.

The Property Owner, its construction manager or general contractor or other authorized person/entity may petition the First Source Director to adjust the apprenticeship work hour requirements to a lower percentage upon a showing that:

- a. Compliance is not feasible because a trade or field does not have an apprenticeship program or cannot produce members from its program capable of performing the scope of work within the contract; or
- b. Compliance is not feasible because it would involve a risk or danger to human health and safety or the public at large; or
- c. Compliance is not feasible because it would create a significant economic hardship; or
- d. Compliance is not feasible for any other reason which is justifiable and demonstrates good cause.

SECTION 6. DEFAULT.

The following events shall constitute an event of default hereunder:

- (A) Failure of the Property Owner to pay any amount due under or with respect to the tax stabilization in accordance with Section 2 above; or
- (B) Failure of the Property Owner to record a Notice of this Agreement as required by and in accordance with Section 2 above; or
- (C) Failure of the Property Owner to meet any of the performance obligations set forth in Section 3 above; or
- (D) Failure of the Property Owner to annually report as required by Section 9 below; or
- (E) Failure of the Property Owner to notify the City in writing within thirty (30) days of the transfer of the Property; or
- (F) Transfer of the Property by the Property Owner outside of the terms of this Agreement; or
- (G) Failure of the Property Owner to comply with Section 5 above; or
- (H) Failure of the Property Owner to comply with any other obligation or promise contained within any section or subsection of this Agreement; or
- (I) Failure of the Property Owner to comply with all state and local law regarding building and property maintenance codes, zoning ordinances, and building and/or trade permits; or
- (J) Failure of the Property Owner to remain current on any and all other financial obligations to the City of Providence.

SECTION 7. NOTICE AND CURE.

Section 7.1. Notice and Cure Period. The City Council shall provide written notice to the Property Owner before exercising any of its rights and remedies under Section 8 below. The Property Owner shall have ninety (90) days to cure any alleged default under this Agreement, provided, however, that if the curing of such default cannot be accomplished with due diligence within ninety (90) days, then the Property Owner shall request an additional reasonable period of time from the Tax Assessor (and if an agreement on the period of time cannot be reached between the Property Owner and the Tax Assessor, then the Property Owner shall request such additional time from the City Council) to cure such default. Such reasonable request shall be granted provided that the Property Owner shall have commenced to cure such default within said period, such cure shall have been diligently pursued by the Property Owner and the City Council does not reasonably deem the taxes jeopardized by such further delay, all as determined by the City Council in its sole reasonable discretion..

Section 7.2. Agreed Upon Address for Purposes of Written Notice. All notices, requests, consents, approvals, and any other communication which may be or are required to be served or given (including changes of address for purposes of notice) shall be in writing and shall be sent registered or certified mail, or by nationally recognized overnight courier (such as Federal Express or UPS) and addressed to the following parties set forth below:

If to: City of Providence
Office of the City Clerk
25 Dorrance St.
Providence, RI 02903

If to: BATWITWASH, LLC
1 FRANKLIN SQUARE
PROVIDENCE, RI
Copy to:
Nicholas Hemond, Esq.
Darrow Everett, LLP
One Turks Head Place, Suite 1200
Providence, RI 02903

SECTION 8. RIGHTS AND REMEDIES.

Section 8.1. Collection of Taxes. At any time during the tax stabilization term as defined in Section 2.2 of this Agreement, the City of Providence may pursue any and all rights and remedies arising under any state or local law, including but not limited to Chapters 7-9 of Title 44, and/or arising under this Agreement to collect stabilized taxes due and owing in accordance with the tax stabilization plan outlined in Section 2.3 above and/or to collect retroactive taxes pursuant to Section 8.1 above.

Section 8.2. City's Lien Remedies and Rights. Nothing herein contained shall restrict or limit the City's rights and/or remedies with respect to its first priority lien for taxes as provided under Title 44 of the Rhode Island General Laws. Rather, this Agreement shall be construed to provide a complete additional alternative method under contract law for the collection of taxes, and shall be regarded as supplemental and in addition to the powers conferred by other state and local laws.

Section 8.3. Waiver. Failure or delay on the part of the City to exercise any rights or remedies, powers or privileges at any time under this Agreement or under any state or local law shall not constitute a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, remedy, power of privilege thereunder.

Section 8.4. Property Owner's Rights. During the tax stabilization term as defined in Section 2.2, the Property Owner agrees to waive and forever forgo any and all of its rights and privileges under Title 44 of the Rhode Island General Laws, as they pertain to the Tax Payments due and owing pursuant to this Agreement, unless the assessment value of the Property increases by more than ten percent (10%) between any two City-wide revaluations (as referenced in R.I. Gen. Laws § 44-5-11.6) which occur during the term of this stabilization or if there is a substantial change in circumstances regarding the value of the Property. A substantial change in circumstances shall include a vacancy or partial vacancy at the Property, loss of use of the Property as a result of fire, flood or other force majeure, loss of revenue generated by the Property or decline in the real estate market such that it negatively impacts the value of the Property. Nothing herein shall be construed to limit the right of the Property Owner to pursue its rights and remedies under the terms of this Agreement.

SECTION 9. MISCELLANEOUS TERMS.

Section 9.1. Annual Progress Report. The Property Owner shall provide annual reports to the City Council on its progress in complying with the provisions of this Agreement, and one final report following the issuance of a certificate of occupancy for the work contemplated hereby (which reporting may be done on a Property by Property basis). Specifically, its report shall include a performance report on rehabilitation and/or improvements with evidence of final construction costs, status of stabilized tax payments, and evidence of employment compliance pursuant to Section 6 above. Upon receipt and review, the City Council may require and request reasonable additional non-confidential or proprietary information.

Section 9.2. Monitoring Fee. Within thirty (30) days of receiving a statement from the Tax Assessor, the Property Owner shall remit a monitoring/compliance fee to the City in the amount of 0.01 percent of the total project costs as presented in the Property Owner's application for each respective tax year during the term of this Agreement.

Section 9.3. Agreement to Contribute to Parks and Recreation Trust Fund. Upon ratification of this Agreement by the City Council, the Property Owner shall, within thirty days of receiving a statement from the Treasurer, contribute to a Trust Fund established by the City of Providence, of which the Treasurer shall be the trustee. The Fund shall be identified as the "City Council Parks and Recreation Fund." The City Council shall establish regulations pertaining to the disbursement of funds.

- (a) Payments to the Fund. The Property Owner shall make annual payments to the Fund in the amount of Five (5) percent of the abated tax for each respective tax year, for as long as this Agreement is in full force and effect. Said annual payments will be payable on the last day of each subsequent tax year after the Commencement Date. Additionally, in the first three years of this Agreement, the Property Owner shall contribute a total of \$2,5000.00 in each year. If, for any reason, this Agreement is retroactively revoked, the payments to the fund shall remain and will not be forfeited back to the Property Owner due to a default. By way of example only, if the tax savings for Year 4 is \$500,000, the contribution for Year 4 shall be \$25,000.
- (b) Investment and Distribution of the Fund. The trust fund will be invested by the Board of Investment Commissioners, and an annual distribution of the investment shall be used to provide funds to the Department of Parks and to the Department of Recreation for capital improvements in neighborhood parks and recreation centers. Said annual distribution shall not supplant any funds that are provided to the Department of Parks and the Department of Recreation through the operating budget. Distributions may never exceed the earnings in the year of distribution or reduce the corpus of the fund. The first payment from the fund shall begin in the fifth year after the establishment of the fund.

Section 9.4 Severability. The sections of this Agreement are severable, and if any of its sections or subsections shall be held unenforceable by any court of competent jurisdiction, the decision of the court shall not affect or impair any of the remaining sections or subsections.

Section 9.5. Applicable Law. This Agreement shall be construed under the laws of the State of Rhode Island, the City of Providence Home Rule Charter, and the City of Providence Code of Ordinances, as amended.

Section 9.6. Modifications Amendments and/or Extensions. This Agreement shall not be modified, amended, extended or altered in any way by oral representations made before or after the execution of this Agreement. Any and all modifications, amendments, extensions or alterations must be in writing duly executed by all parties.

Section 9.7. Entire Agreement. This Agreement and all attachments, addenda, and/or exhibits attached hereto shall represent the entire agreement between City and the Property Owners and may not be amended or modified except as expressed in this document.

Section 9.8. Effective Date. This Agreement shall take effect upon passage of this Ordinance by the Providence City Council, and approval by the Mayor.

Exhibit A

<u>Year</u>	Percentage of Difference between Base Assessment and Current Full Value Assessment
Year 4	11%
Year 5	22%
Year 6	33%
Year 7	44%
Year 8	55%
Year 9	66%
Year 10	77%
Year 11	88%
Year 12	95%

COUNCILWOMAN RYAN Moves to Dispense with the Reading of the foregoing matters and Moves Passage of the Several Ordinances the Second Time, Seconded by COUNCILWOMAN HARRIS, by the following Roll Call Vote:

RESULT:	READ/PASSED SECOND TIME [UNANIMOUS]
MOVER:	Councilwoman Ryan
SECONDER:	Councilwoman Harris
AYES:	Council President Matos, Councilwoman Anthony, Councilmen Correia, Espinal, Councilwoman Harris, Councilman Igliazzi, Councilwomen Kerwin, LaFortune, Miller, Councilman Narducci, Councilwoman Ryan, Councilmen Taylor and Yurdin – 13.
ABSENT:	Councilwoman Castillo and Councilman Salvatore – 2.

The Motion for Passage the Second Time is Sustained.

PRESENTATION OF ORDINANCES

COUNCIL PRESIDENT MATOS, COUNCILMAN CORREIA, (By Request):

An Ordinance in Amendment of Chapter 27 of the Code of Ordinances of the City of Providence, Entitled: "The City of Providence Zoning Ordinance," Approved November 24, 2014, As Amended, to change the Zoning Districts of Plat 63, Lot 346 and Plat 35, Lot 562 to include said lots in the Historic District Overlay District.

COUNCILWOMAN RYAN Moves to Dispense with the Reading of the foregoing matter, Seconded by COUNCILWOMAN HARRIS.

COUNCIL PRESIDENT MATOS Refers the Ordinance to the Committee on Ordinances.

RESULT:	REFERRED
TO:	Committee on Ordinances

**COUNCIL PRESIDENT MATOS, COUNCILMAN CORREIA,
COUNCILWOMAN KERWIN AND COUNCILMAN NARDUCCI**

An Ordinance in Amendment of Chapter 17 of the Code of Ordinances of the City of Providence, Entitled: "Officers and Employees", Article VI "Retirement System", "Section 17-189(A)(3) of the Code of Ordinances Entitled: "Benefits Payable".

COUNCILWOMAN RYAN Moves to Dispense with the Reading of the foregoing matter and Moves Passage of the Ordinance the First Time and Refer to the Committee on Finance, Seconded by COUNCILWOMAN HARRIS, by the following Roll Call Vote:

RESULT:	READ/PASSED1X/REFERRED [12 TO 1]
MOVER:	Councilwoman Ryan
SECONDER:	Councilwoman Harris
AYES:	Council President Matos, Councilwoman Anthony, Councilmen Correia, Espinal, Councilwoman Harris, Councilman Igliozi, Councilwomen Kerwin, LaFortune, Miller, Councilman Narducci, Councilwoman Ryan and Councilman Yurdin – 12.
NAYS:	Councilman Taylor – 1.
ABSENT:	Councilwoman Castillo and Councilman Salvatore – 2.

The Motion for Passage the First Time is Sustained and Referred.

**COUNCIL PRESIDENT MATOS, COUNCILMEN CORREIA, COUNCILMAN
IGLIOZZI, COUNCILWOMEN KERWIN, MILLER, COUNCILMAN
NARDUCCI AND COUNCILWOMAN RYAN**

An Ordinance in Amendment of Chapter 10, "Food and Food Products", Article II, Entitled: "Food Establishments" of the Code of Ordinances of the City of Providence, by adding Section 10-39, "Video Surveillance for Class B Licensed Establishments".

**COUNCIL PRESIDENT MATOS, COUNCILMEN CORREIA, IGLIOZZI,
COUNCILWOMAN MILLER, COUNCILMAN NARDUCCI AND
COUNCILWOMAN RYAN**

An Ordinance in Amendment of Chapter 14, "Licenses" of the Code of Ordinances of the City of Providence, by Adding Article XVII Entitled: "Nightclub" and Sections 14-350-360.

An Ordinance in Amendment of Chapter 27 of the Code of Ordinances of the City of Providence, Entitled: "The City of Providence Zoning Ordinance," Approved November 24, 2014, As Amended, to change certain text in Article 12 Regarding Alcoholic Beverage Sales in Bars and Restaurants.

COUNCILWOMAN RYAN Moves to Dispense with the Reading of the foregoing matters, Seconded by COUNCILWOMAN HARRIS.

COUNCIL PRESIDENT MATOS Refers the Several Ordinances to the Special Committee on Public Safety.

RESULT:	REFERRED
TO:	Special Committee on Public Safety

COUNCILWOMAN LAFORTUNE, COUNCIL PRESIDENT MATOS, COUNCILWOMEN ANTHONY, CASTILLO, COUNCILMEN CORREIA, IGLIOZZI, COUNCILWOMEN KERWIN, MILLER, RYAN, COUNCILMEN SALVATORE, YURDIN, ESPINAL AND COUNCILWOMAN HARRIS

An Ordinance in Amendment of Chapter 23 of the Code of Ordinances of the City of Providence, Entitled: "Streets, Sidewalks and Public Places", Article I "General", Section 23-6 "Opening, excavating, etc., on, in, over or under public roadway or sidewalk", as amended to add certain text regarding project coordination, status and overall communication.

COUNCILWOMAN RYAN Moves to Dispense with the Reading of the foregoing matter, Seconded by COUNCILWOMAN HARRIS.

COUNCIL PRESIDENT MATOS Refers the Ordinance to the Committee on Ordinances.

RESULT:	REFERRED
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PRESENTATION OF RESOLUTIONS

COUNCIL PRESIDENT MATOS, COUNCILMAN CORREIA

Resolution Establishing a Special Committee on Economic Growth Strategies.

COUNCIL PRESIDENT MATOS, COUNCILMAN CORREIA, COUNCILWOMEN ANTHONY, CASTILLO, COUNCILMAN IGLIOZZI, COUNCILWOMEN KERWIN, MILLER, COUNCILMAN NARDUCCI AND COUNCILWOMAN RYAN

Resolution Requiring the full share of Pilot Monies from the proposed FY21 State of Rhode Island Budget.

COUNCIL PRESIDENT MATOS, COUNCILMEN CORREIA, IGLIOZZI, COUNCILWOMAN MILLER, COUNCILMAN NARDUCCI AND COUNCILWOMAN RYAN

Resolution Requesting the Administration cross-train Licensing Officers in the Board of Licenses and Zoning Enforcement in the Department of Planning & Development on the ESRI Collector Platform.

Resolution Requesting An Administration Change to the Board of Licenses Initial Application Process to Include Zoning Review for Class B Licenses.

COUNCILWOMAN HARRIS, COUNCIL PRESIDENT MATOS, COUNCILWOMAN ANTHONY, COUNCILMEN CORREIA, IGLIOZZI, COUNCILWOMEN KERWIN, MILLER, COUNCILMAN NARDUCCI AND COUNCILWOMAN RYAN

Resolution Requesting to release the remaining 2016 Affordable Housing Bond Money.

**COUNCILWOMAN LAFORTUNE, COUNCIL PRESIDENT MATOS,
COUNCILWOMAN ANTHONY, COUNCILMEN CORREIA, IGLIOZZI,
COUNCILWOMEN KERWIN, MILLER, COUNCILWOMAN RYAN,
COUNCILMEN SALVATORE AND YURDIN**

Resolution Requesting the Administration and the Department of Public Works conduct a formal study and report regarding the coordination of roadway projects with utility companies.

REPORT(S) FROM COMMITTEE(S)
COMMITTEE ON PUBLIC WORKS
COUNCILMAN MICHAEL J. CORREIA, Chairman

Transmits the Following with Recommendation the Same be Approved:

COUNCILMAN CORREIA, COUNCILMAN TAYLOR

Resolution Authorizing the Mayor of the City of Providence to enter into a Construction and Maintenance Agreement with the Rhode Island Department of Transportation for the purpose of Design/Build Replacement of the Reservoir Avenue RR Bridge (No. 327).

COUNCILWOMAN RYAN Moves to Dispense with the Reading of the foregoing matters and Moves Passage of the Several Resolutions, Seconded by COUNCILWOMAN HARRIS.

Resolution Establishing a Special Committee on Economic Growth Strategies.

Resolution Requiring the full share of Pilot Monies from the proposed FY21 State of Rhode Island Budget.

Resolution Requesting the Administration cross-train Licensing Officers in the Board of Licenses and Zoning Enforcement in the Department of Planning & Development on the ESRI Collector Platform.

Resolution Requesting An Administration Change to the Board of Licenses Initial Application Process to Include Zoning Review for Class B Licenses.

Resolution Requesting to release the remaining 2016 Affordable Housing Bond Money.

Resolution Requesting the Administration and the Department of Public Works conduct a formal study and report regarding the coordination of roadway projects with utility companies.

RESULT: PASSED [11 TO 0]

MOVER: Councilwoman Ryan

SECONDER: Councilwoman Harris

AYES: Council President Matos, Councilwoman Anthony, Councilmen Correia, Espinal, Councilwoman Harris, Councilman Igliazzi, Councilwomen Kerwin, LaFortune, Miller, Ryan, Councilmen Taylor and Yurdin – 11.

ABSENT: Councilwoman Castillo, Councilmen Narducci, Salvatore – 3.

Resolution Authorizing the Mayor of the City of Providence to enter into a Construction and Maintenance Agreement with the Rhode Island Department of Transportation for the purpose of Design/Build Replacement of the Reservoir Avenue RR Bridge (No. 327).

RESULT: PASSED [11 TO 0]
MOVER: Councilwoman Ryan
SECONDER: Councilwoman Harris
AYES: Council President Matos, Councilwoman Anthony, Councilmen Correia, Espinal, Councilwomen Harris, Kerwin, LaFortune, Miller, Ryan, Councilmen Taylor and Yurdin – 11.
ABSENT: Councilwoman Castillo, Councilmen Narducci, Salvatore – 3.
RECUSED: Councilman Igliozi – 1

The Motion for Passage is Sustained.

Transmits the Following with Recommendation the Same be Adopted, As Amended:

COUNCIL PRESIDENT MATOS, (By Request):

An Ordinance in Accordance with Chapter 21, Section 19 of the Code of Ordinances of the City of Providence, Entitled “Capital Equipment Budget,” As Amended.

Read and Passed the First Time, on Motion of COUNCILWOMAN RYAN, Seconded by COUNCILWOMAN HARRIS, by the following Roll Call Vote:

RESULT: READ/PASSED FOR THE FIRST TIME [UNANIMOUS]
MOVER: Councilwoman Ryan
SECONDER: Councilwoman Harris
AYES: Council President Matos, Councilwoman Anthony, Councilmen Correia, Espinal, Councilwoman Harris, Councilman Igliozi, Councilwomen Kerwin, LaFortune, Miller, Ryan, Councilmen Taylor and Yurdin – 12.
ABSENT: Councilwoman Castillo, Councilmen Narducci and Salvatore – 3.

The Motion for Passage the First Time is Sustained.

Transmits the Following with Recommendation the Same be Received and Approved, As Amended:

Communication from His Honor the Mayor, dated November 15, 2019, Informing the Honorable Members of the City Council that pursuant to Sections 302(b) and 813(a) of the Providence Home Rule Charter of 1980, as amended, and Public Law Chapter 45-50, Sections 1 through 31 passed in 1987, he is this day appointing **Sara Silveria** of 143 Middle Highway, Barrington, Rhode Island 02806, as **Finance Director** and respectfully submits the same for your approval.

COUNCILWOMAN RYAN Moves to Dispense with the Reading of the foregoing matter, Seconded by COUNCILWOMAN HARRIS.

COUNCIL PRESIDENT MATOS Receives and Approves the foregoing Communication.

RESULT:	RECEIVED AND APPROVED [UNANIMOUS]
MOVER:	Councilwoman Ryan
SECONDER:	Councilwoman Harris
AYES:	Council President Matos, Councilwoman Anthony, Councilmen Correia, Espinal, Councilwoman Harris, Councilman Igliazzi, Councilwomen Kerwin, LaFortune, Miller, Ryan, Councilmen Taylor and Yurdin – 12.
ABSENT:	Councilwoman Castillo, Councilmen Narducci and Salvatore – 3.

Resolution Authorizing the approval of the agreement reached in the tax settlement with the Town of Scituate, which covers all land owned by the City of Providence within the town, including 900 acres currently held by the Providence Public Buildings Authority.

Read and Passed, on Motion of COUNCILWOMAN HARRIS, Seconded by COUNCILWOMAN RYAN.

RESULT:	READ AND PASSED [UNANIMOUS]
MOVER:	Councilwoman Ryan
SECONDER:	Councilwoman Harris
AYES:	Council President Matos, Councilwoman Anthony, Councilmen Correia, Espinal, Councilwoman Harris, Councilman Igliazzi, Councilwomen Kerwin, LaFortune, Miller, Ryan, Councilmen Taylor and Yurdin – 12.
ABSENT:	Councilwoman Castillo, Councilmen Narducci and Salvatore – 3.

The Motion for Passage is Sustained.

FROM THE CLERK'S DESK

Petitions for Compensation for Injuries and Damages, viz:

Teresa Allen
Robert S Cahill
Clifford J Wood
Kathleen Greene
Barbara Corcoran
Jace Oppenheim
Jose Heredia
Karen Ganley
Michael A Favicchio
Eileen Rasmussen
(Andrew Berg, Esquire)
Dynoska M Delgado
(Frank L. Orabona, Jr., Esquire)
Minglang Yin
Roberson SaintFleurose
Sandra Vongkhamkeo

Sherry Zupp-Airhart - Nationwide National
Recovery
a/s/o The Evelyn De Cicco Revocable
Trust
Christina J Donato
Christopher T Knight
Government Employee Insurance Company
a/s/o Joseph Nezier
(Lynda L Laing, Esquire)
Andrew Greene
Jonathan Finkle
Veolia Water North America
Terri Radcliffe-Walsh
Brian Till
Margarita Martinez

COUNCIL PRESIDENT MATOS Refers the Several Petitions to the Committee on Claims and Pending Suits.

RESULT:	REFERRED
TO:	Committee on Claims and Pending Suits

COMMUNICATIONS AND REPORTS

Communication from Gina M. Costa, Internal Auditor, dated November 25, 2019, submitting the review of the Code of Ordinances, Chapter 12, Health and Sanitation, Article III, Garbage, Trash and Refuse, Section 12-63(d).

COUNCIL PRESIDENT MATOS Receives the foregoing Communication.

RESULT:	RECEIVED
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Certificates from City Assessor (No. 43W and 44W), recommending the same be cancelled pursuant to the provisions of Sections 14 and 15 of Title 44, Chapter 7 of the General Laws of the State of Rhode Island, 1956, As Amended.

COUNCILWOMAN RYAN Moves to Dispense with the Reading of the foregoing matter, Seconded by COUNCILWOMAN HARRIS.

COUNCIL PRESIDENT MATOS Refers the Several Certificates to the Committee on Finance.

RESULT:	REFERRED
TO:	Committee on Finance

PRESENTATION OF RESOLUTIONS "IN CONGRATULATIONS"

COUNCIL PRESIDENT MATOS AND MEMBERS OF THE CITY COUNCIL

Resolution Extending Congratulations.

RESOLVED, That the Members of the City Council hereby extend their Sincere
Congratulations to the following:

Dr. Pablo Rodriguez in recognition of the celebration of his retirement celebrating over 30 years of dedicated service to our community.

Deborah L. Perry, President/CEO, in recognition of hosting the YWCA Rhode Island's 15th Annual Women of Achievement Awards Ceremony.

Dr. Barbara Mullen, in recognition of being a 2019 Honoree at the YWCA Rhode Island's 15th Annual Women of Achievement Awards.

Marcela Betancur, in recognition of being a 2019 Honoree at the YWCA Rhode Island's 15th Annual Women of Achievement Awards.

Lorén M. Spears, in recognition of being a 2019 Honoree at the YWCA Rhode Island's 15th Annual Women of Achievement Awards.

Beth Bixby, in recognition of being a 2019 Honoree at the YWCA Rhode Island's 15th Annual Women of Achievement Awards.

Christine McDermott, in recognition of being a 2019 Honoree at the YWCA Rhode Island's 15th Annual Women of Achievement Awards.

Kibbe Reilly, in recognition of being a 2019 Honoree at the YWCA Rhode Island's 15th Annual Women of Achievement Awards.

Aniece Germain, in recognition of being a 2019 Honoree at the YWCA Rhode Island's 15th Annual Women of Achievement Awards.

Linda Katz, in recognition of being a 2019 Honoree at the YWCA Rhode Island's 15th Annual Women of Achievement Awards.

Angela Bannerman Ankoma, in recognition of being a 2019 Honoree at the YWCA Rhode Island's 15th Annual Women of Achievement Awards.

Ana Novais, in recognition of being a 2019 Honoree at the YWCA Rhode Island's 15th Annual Women of Achievement Awards.

Anne Conway, in recognition of being a 2019 Honoree at the YWCA Rhode Island's 15th Annual Women of Achievement Awards.

Robin Murphy, in recognition of being a 2019 Honoree at the YWCA Rhode Island's 15th Annual Women of Achievement Awards.

Bev Wiley, in recognition of being a 2019 Honoree at the YWCA Rhode Island's 15th Annual Women of Achievement Awards.

Landmark Medical Center/Prime Healthcare Services, in recognition of being honored as the 2019 Organization of the Year at the YWCA Rhode Island's 15th Annual Women of Achievement Awards.

Jahyrah Gomes-Silva in recognition of being a member of the 2019 William D'Abate Chess Team achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Harley Guarcas in recognition of being a member of the 2019 William D'Abate Chess Team achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Heidy Guarcas in recognition of being a member of the 2019 William D'Abate Chess Team achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Juan Hernandez in recognition of being a member of the 2019 William D'Abate Chess Team achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Emmanuel Kruah in recognition of being a member of the 2019 William D'Abate Chess Team achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Dylan Otzoy in recognition of being a member of the 2019 William D'Abate Chess Team achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Kiyana Parsons in recognition of being a member of the 2019 William D'Abate Chess Team achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Lehitan Roque Morales in recognition of being a member of the 2019 William D'Abate Chess Team achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Maria Sical in recognition of being a member of the 2019 William D'Abate Chess Team achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Abdiel Toj in recognition of being a member of the 2019 William D'Abate Chess Team achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Genesis Toj in recognition of being a member of the 2019 William D'Abate Chess Team achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Crystal Tornez Jijon in recognition of being a member of the 2019 William D'Abate Chess Team achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Anderson Flores in recognition of being a member of the 2019 William D'Abate Chess Team achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Valerie Salguero in recognition of being a member of the 2019 William D'Abate Chess Team achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Jesse Hayden in recognition of being a member of the 2019 William D'Abate Chess Team achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Isabella Matos in recognition of being a member of the 2019 William D'Abate Chess Team achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Daniel Shimberg in recognition of the commitment and dedication as a volunteer to the 2019 William D'Abate Chess Team, achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Brandon Zhang in recognition of the commitment and dedication as a volunteer to the 2019 William D'Abate Chess Team, achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Caleb Gupta in recognition of the commitment and dedication as a volunteer to the 2019 William D'Abate Chess Team, achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Betsy Shimberg in recognition of the commitment and dedication as a volunteer to the 2019 William D'Abate Chess Team, achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Carol Baum in recognition of the commitment and dedication as a volunteer to the 2019 William D'Abate Chess Team, achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Dilania Inoa in recognition of their commitment and dedication to the 2019 William D'Abate Chess Team, achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Brent Kermen, Principal, in recognition of their commitment and dedication to the 2019 William D'Abate Chess Team, achieving 3rd place in the RI Scholastic League and placing 3rd in the 2018-2019 state championship.

Samuel Badoo in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Edniel Campos in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Anthony Garcia in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Jonathan Ojuri in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Messiah Lafortune in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Levi Louis in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Babatunde Fakolujo in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Conor Murphy in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Evan Welser in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Wade Deshaw in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

John O'Rourke in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Nicholas Mott in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Guillermo Martinez in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Cooper Michaud in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Carlos Pichardo in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Ronen Lesser in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Shalom Kpadeh in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Hezekiah Williams in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

James Dorante in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Samuel Healey in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Hirwa Ishimwe in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Eli Lucas in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Jacob Furland in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Jason Romero in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Sean Spencer in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Demetrius Jean Baptiste in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Ahamefula Ihenacho in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Alexander Baez in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Jason Sibrian in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Francis Packard in recognition of being the 2019 Boy's Outdoor Track and Field Class B State Champions and the 2019 Providence City Champions.

Cheyenne Figueroa, Classical High School, in recognition of being the 2019 Girl's Outdoor Track and Field Central Division Meet Champions, Regular Season Champions and the 2019 Providence City Champions.

Ambar Nunez Gomez, Classical High School, in recognition of being the 2019 Girl's Outdoor Track and Field Central Division Meet Champions, Regular Season Champions and the 2019 Providence City Champions.

Venecia Mills, Classical High School, in recognition of being the 2019 Girl's Outdoor Track and Field Central Division Meet Champions, Regular Season Champions and the 2019 Providence City Champions.

Linda Berganza, Classical High School, in recognition of being the 2019 Girl's Outdoor Track and Field Central Division Meet Champions, Regular Season Champions and the 2019 Providence City Champions.

Jasmine Depina, Classical High School, in recognition of being the 2019 Girl's Outdoor Track and Field Central Division Meet Champions, Regular Season Champions and the 2019 Providence City Champions.

Mary Breen, Classical High School, in recognition of being the 2019 Girl's Outdoor Track and Field Central Division Meet Champions, Regular Season Champions and the 2019 Providence City Champions.

Sarah Ortes, Classical High School, in recognition of being the 2019 Girl's Outdoor Track and Field Central Division Meet Champions, Regular Season Champions and the 2019 Providence City Champions.

Stacy Paulino, Classical High School, in recognition of being the 2019 Girl's Outdoor Track and Field Central Division Meet Champions, Regular Season Champions and the 2019 Providence City Champions.

Chelsea Garcia Baez, Classical High School, in recognition of being the 2019 Girl's Outdoor Track and Field Central Division Meet Champions, Regular Season Champions and the 2019 Providence City Champions.

Baby Girl Tarley, Classical High School, in recognition of being the 2019 Girl's Outdoor Track and Field Central Division Meet Champions, Regular Season Champions and the 2019 Providence City Champions.

Deijah Prak- Preaster, Classical High School, in recognition of being the 2019 Girl's Outdoor Track and Field Central Division Meet Champions, Regular Season Champions and the 2019 Providence City Champions.

Jacqueline Eodoro, Classical High School, in recognition of being the 2019 Girl's Outdoor Track and Field Central Division Meet Champions, Regular Season Champions and the 2019 Providence City Champions.

Allyson Humphries, Classical High School, in recognition of being the 2019 Girl's Outdoor Track and Field Central Division Meet Champions, Regular Season Champions and the 2019 Providence City Champions.

Yoirys Pujols - Ramirez, Classical High School, in recognition of being the 2019 Girl's Outdoor Track and Field Central Division Meet Champions, Regular Season Champions and the 2019 Providence City Champions.

Jani Price, Classical High School, in recognition of being the 2019 Girl's Outdoor Track and Field Central Division Meet Champions, Regular Season Champions and the 2019 Providence City Champions.

Aoife Harris, Classical High School, in recognition of being the 2019 Girl's Outdoor Track and Field Central Division Meet Champions, Regular Season Champions and the 2019 Providence City Champions.

Conor Murphy, Classical High School, in recognition of being the 2019 Boy's Class B Cross Country State Champions and the 2019 Providence City Champions.

Nicholas Mott, Classical High School, in recognition of being the 2019 Boy's Class B Cross Country State Champions and the 2019 Providence City Champions.

Cooper Michaud, Classical High School, in recognition of being the 2019 Boy's Class B Cross Country State Champions and the 2019 Providence City Champions.

Max Schidhauser, Classical High School, in recognition of being the 2019 Boy's Class B Cross Country State Champions and the 2019 Providence City Champions.

Ethan Itkin, Classical High School, in recognition of being the 2019 Boy's Class B Cross Country State Champions and the 2019 Providence City Champions.

Duke Bozikowski, Classical High School, in recognition of being the 2019 Boy's Class B Cross Country State Champions and the 2019 Providence City Champions.

Andrew Reyes, Classical High School, in recognition of being the 2019 Boy's Class B Cross Country State Champions and the 2019 Providence City Champions.

Elizabeth Richards-Hegnauer, in recognition of her years of service in supporting the Trinity Academy for the Performing Arts and helping it grow from the very beginning.

Amanda Woodward, Chairman, in recognition of her years of service in supporting the Trinity Academy for the Performing Arts.

Trinity Academy for the Performing Arts, in recognition of the Ribbon Cutting Ceremony at 275 Westminster Street, after four months of renovation.

Erika Moscoso, Rose Beauty Lounge, in recognition of the celebration of the Grand Opening at 1547 Westminster Street.

Oak Street Health, in recognition of the celebration of the Pre- Opening at 650 Branch Avenue on Saturday, November 30, 2019.

Linda Perry, in recognition of her commitment and dedication to the community.

Anthony Tolentino, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Cassie Grillot, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Claudia Alvarez, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Francisco Torres, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Jarolyn Medina, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Javier Sanchez, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Jhemmy Mejia, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Jose Sanchez, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Lourdes Jourdain, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Luis Pinet, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Makiba Lewis, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Margaret Strauss, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Maria Sanchez, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Mary Paquette, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Noemi Navarro Soto, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Ronald Andrews, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Tina Davis, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Vivian Argueta, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

Yomary Burgos, Providence Resident Leadership Academy, in recognition of the celebration of their Graduation.

**Severally Read and Collectively Passed, on Motion of COUNCILWOMAN RYAN,
Seconded by COUNCILWOMAN HARRIS.**

RESULT:	READ AND PASSED [UNANIMOUS]
MOVER:	Councilwoman Ryan
SECONDER:	Councilwoman Harris
AYES:	Council President Matos, Councilwoman Anthony, Councilmen Correia, Espinal, Councilwoman Harris, Councilman Igliazzi, Councilwomen Kerwin, LaFortune, Miller, Ryan, Councilmen Taylor and Yurdin – 12.
ABSENT:	Councilwoman Castillo, Councilmen Narducci and Salvatore – 3.

The Motion for Passage is Sustained.

**PRESENTATION OF RESOLUTIONS
"IN MEMORIAM"**

COUNCIL PRESIDENT MATOS AND MEMBERS OF THE CITY COUNCIL

Resolution Extending Sympathy.

RESOLVED, That the Members of the City Council hereby extend their Sincere Sympathy to the families of the following:

James H. Dodd Jr.

Judith J. Petrarca

Joseph Lewis Mansolillo D.D.S

James F. "Jimmy" Bucci

Donald E. "Mikie" Larkin

Paul Jones

Maria Di Paolo

Severally Read and Collectively Passed, by a Unanimous Rising Vote, on Motion of COUNCILWOMAN RYAN, Seconded by COUNCILWOMAN HARRIS.

RESULT:	READ AND PASSED [UNANIMOUS]
MOVER:	Councilwoman Ryan
SECONDER:	Councilwoman Harris
AYES:	Council President Matos, Councilwoman Anthony, Councilmen Correia, Espinal, Councilwoman Harris, Councilman Igliozi, Councilwomen Kerwin, LaFortune, Miller, Ryan, Councilmen Taylor and Yurdin – 12.
ABSENT:	Councilwoman Castillo, Councilmen Narducci and Salvatore – 3.

The Motion for Passage is Sustained.

**MATTERS NOT APPEARING
ON THE PRINTED DOCKET**

On Motion of COUNCILWOMAN RYAN, Seconded by COUNCILWOMAN HARRIS, it is voted to Suspend Rule 16(b) of the Rules of the City Council in order to allow the introduction of the following Matters Not Appearing on the Printed Docket.

COMMUNICATIONS

Communication from Emmanuel Echevarria, Director of Human Resources, Dated August 26, 2019, pursuant to Section 2-99(b) of the Code of Ordinances of the City of Providence, submitting the Settlements of Labor Disputes for the period of July 10, 2018 through July 15, 2019.

Communication from Emmanuel Echevarria, Director of Human Resources, Dated October 28, 2019, pursuant to Chapter 2, Article VI of the Code of Ordinances of the City of Providence, submitting the Settlements of Claims of city employees or former employees for the period of July 16, 2019 through October 15, 2019.

RESULT:	REFERRED
TO:	Committee on Claims and Pending Suits

CONVENTION

There being no further business, on Motion of **COUNCILWOMAN RYAN**, Seconded by **COUNCILWOMAN HARRIS**, it is voted to adjourn at 7:57 o'clock P.M., to meet again **TUESDAY, DECEMBER 10, 2019 at 5:00 o'clock P.M.**



**SHAWN SELLECK
CITY CLERK**