



Committee on Finance
Regular Meeting

~ Agenda ~

Thursday, February 11, 2016

5:30 PM

Committee "B" (City Hall 3rd Floor)

1. An Ordinance Establishing a Tax Stabilization Agreement for McInnis USA, Inc.
2. An Ordinance Relating to Article IV, Chapter 17, Section 17-189(6) of the Code of Ordinances. (Disability Waiver Request).
3. Communication from Brett P. Smiley, Chief Operating Officer, dated January 29, 2016, submitting the City of Providence Deficit Reduction Plan, as submitted to the Office of the Auditor General, in conformity with Rhode Island General Laws 45-12-22.3; along with a letter from Auditor General Dennis E. Hoyle, CPA, that the plan is generally acceptable and consistent with the requirements.
4. Discussion relative to the Five Year Budget Projections.

The following has been invited:

Lawrence J. Mancini, Director of Finance

5. Update on the Fiscal Year 15-16 Budget.

The following has been invited:

Lawrence J. Mancini, Director of Finance

6. Update relative to the Statistical Revaluation.

The following have been invited:

David Quinn, Tax Assessor

Steve Ferreira, Project Manager, Vision Government Solutions, Inc.

7. Ongoing Discussions relative to the City's Finances and any other matters related to Finances.

PER ORDER THE COMMITTEE ON FINANCE
Councilman John J. Iglizzi, Chairman

The foregoing Committee may seek to enter into Executive Session.

Offices and City Council Chambers are accessible to individuals with disabilities. If you are in need of interpreter services for the hearing impaired, please contact the Office of Neighborhood Services at 421-7768 not less than 48 hours in advance of the hearing date.

City of Providence
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CHAPTER

No. **AN ORDINANCE ESTABLISHING A TAX STABILIZATION AGREEMENT
FOR MCINNIS USA, INC.**

Be it ordained by the City of Providence:

WHEREAS, McInnis USA, Inc., or its designated affiliate, (“McInnis”), is the lessee of certain real estate located in the City of Providence at _____, Plat ____, Lot ____, 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 intends on rehabilitating the Project returning it to a productive marine related industrial property opening a new facility in the City of Providence; 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 ____ Lot ____.

(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 12th 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	11% of Full Taxes Due
Year 5	\$5,000,000.00	22% of Full Taxes Due
Year 6	\$5,000,000.00	33% of Full Taxes Due
Year 7	Then Current Assessed Value	44% of Full Taxes Due
Year 8	Then Current Assessed Value	55% of Full Taxes Due
Year 9	Then Current Assessed Value	66% of Full Taxes Due
Year 10	Then Current Assessed Value	77% of Full Taxes Due

Year 11	Then Current Assessed Value	88% of Full Taxes Due
Year 12	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 twelve full years, McInnis 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 twelfth 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	11%	\$49,104.00
Year 5	\$7,200,000.00	22%	\$88,387.20
Year 6	\$6,480,000.00	33%	\$119,322.72
Year 7	\$5,832,000.00	44%	\$143,187.26
Year 8	\$5,248,800.00	55%	\$161,085.67
Year 9	\$4,723,920.00	66%	\$173,972.53
Year 10	\$4,251,528.00	77%	\$182,671.15
Year 11	\$4,251,528.00	88%	\$208,767.03
Year 12	\$4,251,528.00	95%	<u>\$225,373.50</u>

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 twelve full years, McInnis will be paying the full current assessment.

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 McInnis, and the City shall be granted by McInnis, 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 McInnis prior to exercising any foreclosure or other remedies available and McInnis 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 McInnis 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 McInnis 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 McInnis 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 McInnis of its obligation to make Stabilized Tax Payments herein. If for any reason McInnis does not receive an appropriate tax bill, McInnis 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 McInnis 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 McInnis, 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 McInnis 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) McInnis 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. McInnis, 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).

Section 9. Employment and Contracts.

(a) Construction.

- i. MBE/WBE. McInnis 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). McInnis 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). McInnis 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 McInnis 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.

- ii. Apprenticeship. McInnis 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.

McInnis 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.

McInnis 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.

McInnis, 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 McInnis 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. McInnis shall work in conjunction with the Director of First Source Providence to develop the First Source Agreement.

- iv. "Buy Providence" Initiative. McInnis 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, McInnis 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, McInnis 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 McInnis's development plans in order to maximize the opportunities for Providence businesses to work with McInnis in providing on-going services, equipment and materials. To be clear, nothing in the foregoing shall be construed so as to obligate McInnis 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 McInnis.

(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, McInnis 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, McInnis 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 McInnis 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 11. Resolution of Calculation Disputes. McInnis 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.

City of Providence
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CHAPTER

No. **AN ORDINANCE RELATING TO ARTICLE IV, CHAPTER 17, SECTION 17-189(6) OF THE CODE OF ORDINANCES. (DISABILITY WAIVER REQUEST)**

Be it ordained by the City of Providence:

- SECTION 1. Notwithstanding the language of Section 17-189(6) of the Code of Ordinances which provides that the application to accomplish such [accidental disability] retirement must be filed within eighteen (18) months of the date of the accident,” the Retirement Board of the City of Providence, shall consider and act upon the accidental disability retirement application of Peter Costello, even though more than eighteen (18) months have passed since the date of the accident which is the averred proximate cause of the above-named applicant for a disability retirement allowance.
- SECTION 2. Said application shall be subject to and considered in accordance with all other applicable ordinances, regulations, standards and practices relating to accidental disability retirement applications.
- SECTION 3. This Ordinance shall take effect upon its passage.