

AGENDA

CITY COUNCIL MEETING

MONDAY, JUNE 5, 2023

7:00 p.m.

CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

BRIDGEPORT, CONNECTICUT 06604

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: May 1, 2023

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 70-22** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Ashley Quiles, ET AL – Docket No. FBT-CV-20-6096325-S, referred to Miscellaneous Matters Committee.
- 71-22** Communication from Board of Education re: Proposed Resolution for School Construction Project Application for State Grants and Initiation of Design for John Winthrop Elementary School Renovate to New Project, referred to Education and Social Services Committee.
- 72-22** Communication from Tax Collector re: Municipal Suspense Tax Book, referred to Budget and Appropriations Committee.
- 73-22** Communication from Finance re: Proposed Approval of General Obligation Bonds and the Reallocation of the City Bond Proceeds for certain Board of Education Capital Projects – To Fund Certain Capital Improvement Projects, referred to Budget and Appropriations Committee.
- 74-22** Communication from Information Technology Services re: Proposed Professional Services Agreement with Livewire Sound and Image LLC, for Audio/Visual Upgrades to the Council Chambers and Wheeler Rooms located at City Hall, 45 Lyon Terrace, referred to Contracts Committee.
- 75-22** Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Outreach Program (#24270), referred to Economic and Community Development and Environment Committee.
- 76-22** Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities (#24533), referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 77-22** Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Project LifeSaver Program (#24420), referred to Public Safety and Transportation Committee.
- 78-22** Communication from Central Grants re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program, referred to Public Safety and Transportation Committee.
- 79-22** Communication from City Attorney re: Proposed Plan of Districting adopted by the Redistricting Commission on May 30, 2023 for Amendment of Code of Ordinances, Section 2.06.010, to comply with the Commission’s Plan and for providing Suitable Polling Places in such Districts and Defining the Boundaries of the area to be served by each Polling Place, referred to Ordinance Committee.
- 80-22** Communication from OPED re: Proposed Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement for the Crescent Crossings 1C Affordable Housing Redevelopment Project, referred to Joint Committee on Economic and Community Development and Environment and Contracts.
- 81-22** Communication from OPED re: Proposed Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement for the Areyto Apartments located at 665-679 Arctic Street, referred to Joint Committee on Economic and Community Development and Environment and Contracts.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *65-22** Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, amend Chapter 8.81 – Sexually Oriented Business Ordinance.
- *66-22** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter 10.16 – Parking, amend Section(s): 10.16.010 – Definitions; 10.16.020 – Designation of Traffic Authority and 10.16.040 – Designation of Parking Division.
- *67-22** Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, amend Chapter 2.94 – Fair Rent Commission.
- *52-22** Economic and Community Development and Environment Committee Report re: Resolution to the City’s Program Year 49 Annual Action Plan: Community Development Block Grant (CDBG); Homeless Emergency Solutions Grant (HESG); HOME Investment Partnership (HOME); and Housing Opportunities for Persons with AIDS (HOPWA).
- *53-22** Economic and Community Development and Environment Committee Report re: Resolution regarding a Substantial Amendment to the City’s Program Year 46 Annual Action Plan as it relates to the Emergency Solutions Grant (ESG).

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *58-22** Economic and Community Development and Environment Committee Report re: Resolution Approving Programs for the Connecticut Neighborhood Assistance Act Tax Credit Program.
- *54-22** Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing the Mt. Growmore Land Development Agreement and Ground Lease Agreement with East End NRZ Market & Café, Inc. for the properties located at 329 Central Avenue, 118 and 124 Suggetts Lane and 128 Trowel Street.

ROLL CALL VOTE ITEM:

- *57-22** Miscellaneous Matters Committee Report re: Appointment of Mark Stevens Harp (D) to the Harbor Commission.

MATTERS TO BE ACTED UPON:

- 56-22** Miscellaneous Matters Committee Report re: Appointment of John Mariani, Jr. (D) to the Planning and Zoning Commission.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 5, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME	SUBJECT
1.) Jilian Genao 651 Westfield Avenue Bridgeport, CT 06606	1775 Madison Avenue, previous Testo site.
2.) Chris Caruso 208 Beechmont Avenue Bridgeport, CT 06606	North End Zoning Issues.
3.) Yvette Diaz 182 Kennedy Drive Bridgeport, CT 06606	Zoning issues at 2600 Madison Ave., Testo's Property and old Stop & Shop Property.
4.) Nicole Bernard 45 Russo Terrace Bridgeport, CT 06606	Testo's/Avon Commons and the destruction of a North End Neighborhood.
5.) Susyun Purefoy 387 Queen Street Bridgeport, CT 06606	2600 Madison Avenue issue along with other planning zone issues.

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

Telephone (203) 576-7647
Facsimile (203) 576-8252

CITY ATTORNEY
Mark T. Anastasi

999 Broad Street

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

Bridgeport, CT 06604-4328

ASSOCIATE CITY ATTORNEYS

Deborah M. Garskof
Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
James T. Maye
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers



RECEIVED
CITY CLERKS OFFICE
23 MAY 17 AM 11:30
ATTEST
CITY CLERK

May 16, 2023

The Honorable City Council
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE:
Proposed Settlement of Pending Litigation in the Matter of Ashley Quiles, ET AL v. Andrew Orum & City of Bridgeport, Docket No. FBT-CV-20-6096325-S

Dear Councilpersons:

Kindly place this matter on the agenda for the next City Council meeting for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

EXECUTIVE SUMMARY

- a. **Submission Title:** Request for Litigation Settlement Approval.
- b. **Submitting Entity:** Office of the City Attorney.
- c. **Contact Person:** Associate City Attorney Michael C. Jankovsky – contact info above.
- d. **Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. **Case Summary:** On December 14, 2019, while plaintiff was operating her motor vehicle in a parking lot at 2171 Boston Avenue, Bridgeport, and the defendant Andrew Orum was operating his police vehicle in the same parking lot, his police vehicle made contact with plaintiff's vehicle causing the vehicles to collide.

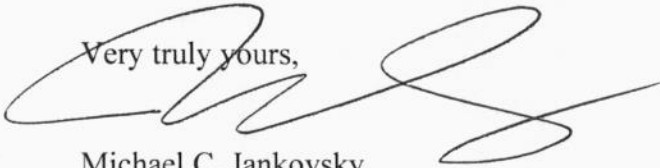
f. Council Action Requested: Approval of request for settlement.

g. Financial Impact Analysis: Total cost to the City will be a total of \$24,500.00 to be paid to Attorney Danielle DiBerardini-Albrecht at the Reinken Law Firm, 1100 Summer Street, Stamford, CT 06905 in her capacity as Trustee for Ashley Quiles.

h. Funding Budget-Line: The settlement payment will be made from the City Attorney Office Operating Budget Line-Item "*Personal Property Claims Atty. #01-01-006-060-000-53010*".

i. Proposed Motion: Motion to authorize and approve payment of \$24,500.00 in full and final settlement of *Ashley Quiles, et al v. Andrew Orum, et al – Docket No. FBT-CV-20-6096325-S*.

Very truly yours,



Michael C. Jankovsky
Associate City Attorney

cc: Frances Ortiz, City Clerk
Mark T. Anastasi, City Attorney
Nanette Melendez, Paralegal

BOARD OF EDUCATION

ALYSHIA N. PERRIN
Interim Superintendent of Schools

City Hall - 45 Lyon Terrace
Bridgeport, Connecticut 06604

MEMBERS OF THE BOARD cont.

MEMBERS OF THE BOARD

BOBBI BROWN
Chair

CHRISTINE BAPTISTE-PEREZ, ESQ.
Vice-Chair

ALBERT BENEJAN GRAJALES
Secretary



"Changing Futures and Achieving Excellence Together"

SYBIL ALLEN
AKISHA L. CASSERMERE
DAVID GELIN
MICHAEL MACCARONE
JOSEPH SOKOLOVIC
ROBERT J. TRABER

May 17, 2023

Ms. Frances Ortiz
Assistant City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear Ms. Ortiz,

The Bridgeport Board of Education would like the following resolution put on the agenda for the next City Council meeting.

**Resolution for School Construction Project Application for
State Grants and Initiation of Design for
John Winthrop Elementary School Renovate to New Project**


RESOLVED, that the Bridgeport City Council authorizes the Bridgeport Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the John Winthrop Elementary School Renovate to New Project.

RESOLVED, that the Bridgeport School Building Committee is hereby established as the building committee regarding the John Winthrop Elementary School Renovate to New Project.

RESOLVED, that the Bridgeport City Council hereby authorizes at least the preparation the preparation of schematic drawings and outline specifications for the John Winthrop Elementary School Renovate to New Project.

Your assistance is greatly appreciated.

Thanks,


Alyshia N. Perrin
Interim Superintendent of Schools

RECEIVED
CITY CLERKS OFFICE
23 MAY 18 AM 9:34
ATTEST
CITY CLERK

**Resolution for School Construction Project Application for
State Grants and Initiation of Design for
John Winthrop Elementary School Renovate to New Project**

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RESOLVED, that the Bridgeport School Building Committee is hereby established as the building committee **regarding** the John Winthrop Elementary School Renovate to New Project.

RESOLVED, that the Bridgeport City Council hereby authorizes at least the preparation the preparation of schematic drawings and outline specifications for the John Winthrop Elementary School Renovate to New Project.



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

JOSEPH P. GANIM
Mayor

COMM. 72-22 Ref'd to Budget & Appropriations Committee
on 06/05/2023

May 12, 2023

To: Frances Ortiz
Assistant City Clerk

From: Veronica Jones
Tax Collector

Re: Municipal Suspense Tax Book

In accordance with Section 12-165 General Statures, State of Connecticut, I submit to the Common Council a list of uncollectable Personal Property and Motor Vehicle Tax Accounts.

I further certify that to the best of my knowledge, and after research and examination by my staff, each tax contained in this listing has not been paid and is uncollectable. Each tax so designated has been transferred to the Suspense Tax Book, but any such tax may be collected by me or subsequent Tax Collector in office.

Each such tax so transferred to the Suspense Tax Book shall not hereafter be included as an asset of the City of Bridgeport.

The total of \$38,676.22 represents the Grand List 2007 through 2021 at the close of day May 31, 2023
I recommend approval of transfer of these accounts to Suspense.

Thank you.

Tax Collector

cc: Honorable Joseph P. Ganim, Mayor
Kenneth Flatto, Director of Finance

VERONICA JONES
Tax Collector
RECEIVED
CITY CLERKS OFFICE
23 MAY 12 PM 2:26
ATTEST
CITY CLERK

Bill #	Name	Code	Reason	Date	Town Due
2007-02-7937034	VINES ORA LEE	DE	DECEASED	3/22/2023	\$ 1,337.40
2007-03-5124118	LAMPADARIOS JOHN M	BK	BANKRUPTCY	3/23/2023	\$ 72.53
2007-03-5952576	COOK MARVIN	BK	BANKRUPTCY	4/26/2023	\$ 139.97
2007-03-8260440	PEREZ STEPHANIE	BK	BANKRUPTCY	3/27/2023	\$ 510.98
2007-03-8260466	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 116.54
2007-03-8715196	PEREZ STEPHANIE	BK	BANKRUPTCY	3/27/2023	\$ 115.02
2007-04-0080576	ANDINO ROBERT	BK	BANKRUPTCY	3/23/2023	\$ 127.28
YR : 2007	TOTAL : 7				\$ 2,419.72
2008-02-0045059	VINES ORA LEE	DE	DECEASED	3/22/2023	\$ 1,162.20
2008-03-0052173	ANDINO ROBERT	BK	BANKRUPTCY	3/23/2023	\$ 168.14
2008-03-0057715	BROWN MICHAEL R	BK	BANKRUPTCY	3/22/2023	\$ 58.88
2008-03-0057716	BROWN MICHAEL R	BK	BANKRUPTCY	3/22/2023	\$ 56.95
2008-03-0066531	DELISSER SHEREEN	BK	BANKRUPTCY	3/23/2023	\$ 9.55
2008-03-0068963	EDMUNDSON DORIS W	DE	DECEASED	4/12/2023	\$ 80.19
2008-03-0093763	MORALES ROBERT OR	BK	BANKRUPTCY	3/27/2023	\$ 358.74
2008-03-0112117	SMITH ANTHONY	DE	DECEASED	3/28/2023	\$ 91.04
2008-03-0114788	TAYLOR NIKESHA D	BK	BANKRUPTCY	3/27/2023	\$ 488.12
2008-04-0095775	TAYLOR NIKESHA D	BK	BANKRUPTCY	3/27/2023	\$ 244.06
YR : 2008	TOTAL : 10				\$ 2,717.87
2009-02-0045059	VINES ORA LEE	DE	DECEASED	3/22/2023	\$ 1,189.20
2009-03-0002222	ANDINO ROBERT	BK	BANKRUPTCY	3/23/2023	\$ 166.50
2009-03-0005451	BENTLEY AVIS W	DE	DECEASED	3/22/2023	\$ 168.48
2009-03-0007774	BROWN MICHAEL R	BK	BANKRUPTCY	3/22/2023	\$ 62.63
2009-03-0016453	DELISSER SHEREEN	BK	BANKRUPTCY	3/23/2023	\$ 76.71
2009-03-0018900	EDMUNDSON DORIS W	DE	DECEASED	4/12/2023	\$ 76.51
2009-03-0061503	SMITH ANTHONY	DE	DECEASED	3/28/2023	\$ 64.61
2009-03-0064148	TAYLOR NIKESHA D	BK	BANKRUPTCY	3/27/2023	\$ 195.04
2009-03-0064149	TAYLOR NIKESHA D	BK	BANKRUPTCY	3/27/2023	\$ 480.04
YR : 2009	TOTAL : 9				\$ 2,479.72
2010-02-0045059	VINES ORA LEE	DE	DECEASED	3/22/2023	\$ 951.36
2010-03-0005509	BENTLEY AVIS W	DE	DECEASED	3/22/2023	\$ 149.84
2010-03-0064270	TAYLOR NIKESHA D	BK	BANKRUPTCY	3/27/2023	\$ 440.40
2010-04-0085810	FRANCIS MAVIS A	BK	BANKRUPTCY	3/22/2023	\$ 169.38
YR : 2010	TOTAL : 4				\$ 1,710.98
2011-03-0071982	FRANCIS MAVIS A	BK	BANKRUPTCY	3/22/2023	\$ 328.06
2011-03-0082825	KINCHEN LULA M	DE	DECEASED	4/10/2023	\$ 289.42
2011-03-0116307	VALLE GILBERTO	DE	DECEASED	5/11/2023	\$ 136.90
2011-04-0082425	CABRAL ALISIA KAVE	BK	BANKRUPTCY	3/27/2023	\$ 228.86
2011-04-0082426	CABRAL ALISIA KAVE	BK	BANKRUPTCY	3/27/2023	\$ 211.88
2011-04-0099313	VALLE GILBERTO	DE	DECEASED	5/11/2023	\$ 67.75
YR : 2011	TOTAL : 6				\$ 1,262.87

Bill #	Name	Code	Reason	Date	Town Due
2012-03-0058864	CABRAL ALISIA KAVE	BK	BANKRUPTCY	3/27/2023	\$ 465.86
2012-03-0058865	CABRAL ALISIA KAVE	BK	BANKRUPTCY	3/27/2023	\$ 412.28
2012-03-0058866	CABRAL ALISIA KAVE	BK	BANKRUPTCY	3/27/2023	\$ 468.78
2012-03-0060140	CARTER IRENE G	BK	BANKRUPTCY	3/24/2023	\$ 274.16
2012-03-0064949	DALEY WENDY E	DE	DECEASED	3/22/2023	\$ 465.68
2012-03-0064950	DALEY WENDY E	DE	DECEASED	3/22/2023	\$ 194.58
2012-03-0076299	GRIMES ROBERT E	DE	DECEASED	3/23/2023	\$ 173.40
2012-03-0086908	LOWE DOROTHY M	DE	DECEASED	4/6/2023	\$ 15.59
2012-03-0117098	VALLE GILBERTO	DE	DECEASED	5/11/2023	\$ 204.26
2012-04-0082386	CABRAL ALISIA KAVE	BK	BANKRUPTCY	3/27/2023	\$ 268.08
YR : 2012	TOTAL : 10				\$ 2,942.67
2013-02-0001727	BOSTON NEWS & DELI	MS	MISCELLEANEOUS	3/22/2023	\$ 160.12
2013-03-0058894	CABRAL ALISIA KAVE	BK	BANKRUPTCY	3/27/2023	\$ 297.50
2013-03-0076631	GRIMES ROBERT E	DE	DECEASED	3/23/2023	\$ 319.02
2013-03-0118245	VALLE GILBERTO	DE	DECEASED	5/11/2023	\$ 257.00
YR : 2013	TOTAL : 4				\$ 1,033.64
2014-02-0001492	BOSTON NEWS & DELI	MS	MISCELLEANEOUS	3/22/2023	\$ 320.24
2014-03-0124663	ZAYAS MICHELLE	BK	BANKRUPTCY	3/27/2023	\$ 343.50
2014-03-0124664	ZAYAS MICHELLE Z	BK	BANKRUPTCY	3/27/2023	\$ 459.54
YR : 2014	TOTAL : 3				\$ 1,123.28
2015-02-0001492	BOSTON NEWS & DELI	MS	MISCELLEANEOUS	3/22/2023	\$ 515.76
2015-03-0059745	CADRIN BARBARA A	DE	DECEASED	3/22/2023	\$ 97.31
2015-03-0117991	THOMAS DEON R	BK	BANKRUPTCY	3/31/2023	\$ 250.12
2015-04-0093169	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 452.51
2015-04-0093268	MCLEAIN LAWRENCE M	BK	BANKRUPTCY	4/4/2023	\$ 300.92
2015-04-0098285	RODGERSON STEPHEN C	DE	DECEASED	4/12/2023	\$ 98.42
YR : 2015	TOTAL : 6				\$ 1,715.04
2016-02-0001492	BOSTON NEWS & DELI	MS	MISCELLEANEOUS	3/22/2023	\$ 643.20
2016-03-0058722	BROWN EILEEN	DE	DECEASED	3/23/2023	\$ 265.60
2016-03-0094201	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 263.64
2016-03-0094202	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 129.88
2016-03-0094204	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 7.02
2016-03-0094207	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 211.00
2016-03-0094208	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 129.88
2016-03-0094209	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 322.14
2016-03-0094555	MCLEAIN LAWRENCE M	BK	BANKRUPTCY	4/4/2023	\$ 470.34
2016-03-0097416	MOORE JAMES C	DE	DECEASED	5/4/2023	\$ 19.50
2016-03-0097417	MOORE JAMES C	DE	DECEASED	5/4/2023	\$ 63.57
2016-03-0097418	MOORE JAMES C	DE	DECEASED	5/4/2023	\$ 44.90
2016-03-0103895	PARKER MARCEL L	BK	BANKRUPTCY	3/23/2023	\$ 19.50
2016-03-0103896	PARKER MARCEL L	BK	BANKRUPTCY	3/23/2023	\$ 216.46
2016-03-0107177	POWELL DAMIAN A	BK	BANKRUPTCY	3/27/2023	\$ 36.12

Bill #	Name	Code	Reason	Date	Town Due
2016-03-0111389	RODGERSON STEPHEN C	DE	DECEASED	4/12/2023	\$ 92.82
2016-03-0117011	SHUMYHORA JAROSLAW	DE	DECEASED	3/22/2023	\$ 85.41
2016-04-0085463	DIJOLS VANESSA E	DE	DECEASED	4/5/2023	\$ 348.66
2016-04-0095140	PARKER MARCEL L	BK	BANKRUPTCY	3/23/2023	\$ 136.38
YR : 2016	TOTAL : 19				\$ 3,506.02

2017-02-0001492	BOSTON NEWS & DELI	MS	MISCELLEANEOUS	3/22/2023	\$ 801.42
2017-03-0054161	ARRIAGA REINALDO C	DE	DECEASED	4/5/2023	\$ 96.75
2017-03-0058929	BROWN EILEEN	DE	DECEASED	3/23/2023	\$ 247.96
2017-03-0064746	COLSON ANTHONY M	BK	BANKRUPTCY	3/27/2023	\$ 487.36
2017-03-0069834	DIJOLS VANESSA E	DE	DECEASED	4/5/2023	\$ 378.90
2017-03-0095069	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 187.66
2017-03-0095070	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 131.40
2017-03-0095071	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 349.66
2017-03-0095072	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 22.50
2017-03-0095073	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 248.86
2017-03-0095074	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 35.10
2017-03-0095076	MCCOY KENNETH L	DE	DECEASED	3/22/2023	\$ 45.45
2017-03-0095456	MCLEAIN LAWRENCE M	BK	BANKRUPTCY	4/4/2023	\$ 433.80
2017-03-0104920	PARKER MARCEL L	BK	BANKRUPTCY	3/23/2023	\$ 612.90
2017-03-0114585	RUA DIANA	DE	DECEASED	3/22/2023	\$ 153.00
2017-03-0116619	SANTIAGO MARITZA	BK	BANKRUPTCY	3/24/2023	\$ 216.46
2017-03-0120124	SPENCER LEOGIOVANNI F	DE	DECEASED	4/6/2023	\$ 178.66
2017-04-0096003	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 209.25
2017-04-0098238	ROSA NATALIA R	BK	BANKRUPTCY	3/27/2023	\$ 76.10
YR : 2017	TOTAL : 19				\$ 4,913.19

2018-02-0001492	BOSTON NEWS & DELI	MS	MISCELLEANEOUS	3/22/2023	\$ 795.82
2018-03-0050980	ADOLPHSON MARIAN C	DE	DECEASED	4/5/2023	\$ 22.50
2018-03-0051827	ALI AZIZ A	DE	DECEASED	3/22/2023	\$ 178.66
2018-03-0064906	COLSON ANTHONY M	BK	BANKRUPTCY	3/27/2023	\$ 451.36
2018-03-0070057	DIJOLS VANESSA E	DE	DECEASED	4/5/2023	\$ 329.86
2018-03-0081310	HATRICK ERNEST R	DE	DECEASED	4/6/2023	\$ 76.50
2018-03-0084982	JACKSON CHARLES	DE	DECEASED	3/22/2023	\$ 164.70
2018-03-0095534	MCLEAIN LAWRENCE M	BK	BANKRUPTCY	4/4/2023	\$ 373.96
2018-03-0095680	MCPHERSON SONYA R	DE	DECEASED	4/10/2023	\$ 155.26
2018-03-0095681	MCPHERSON SONYA R	DE	DECEASED	4/10/2023	\$ 237.16
2018-03-0098753	MORALES MARCIA	DE	DECEASED	4/4/2023	\$ 76.50
2018-03-0100517	NELSON HANS E	DE	DECEASED	4/4/2023	\$ 393.76
2018-03-0104962	PARKER MARCEL L	BK	BANKRUPTCY	3/23/2023	\$ 544.96
2018-03-0106329	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 775.80
2018-03-0114108	ROSA NATALIA R	BK	BANKRUPTCY	3/27/2023	\$ 218.26
2018-03-0114695	RUA DIANA	DE	DECEASED	3/22/2023	\$ 399.16
2018-03-0116742	SANTIAGO MARITZA	BK	BANKRUPTCY	3/24/2023	\$ 33.98
2018-03-0120195	SPENCER LEOGIOVANNI F	DE	DECEASED	4/6/2023	\$ 153.00
2018-04-0081601	BARNES EMMALEE	DE	DECEASED	4/5/2023	\$ 279.68

Bill #	Name	Code	Reason	Date	Town Due
2018-04-0081602	BARNES EMMALEE	DE	DECEASED	4/5/2023	\$ 132.08
2018-04-0082285	BOOTHE TASHANE E	DE	DECEASED	3/28/2023	\$ 115.07
2018-04-0092147	MAKHRAZ MILIA	BK	BANKRUPTCY	3/27/2023	\$ 191.48
2018-04-0095908	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 70.11
2018-04-0095909	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 667.22
2018-04-0095910	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 185.63
2018-04-0099824	SPENCER LEORGIOVANNI F	DE	DECEASED	4/6/2023	\$ 89.46

YR : 2018 **TOTAL : 26** **\$ 7,111.93**

2019-03-0051795	ALI AZIZ A	DE	DECEASED	3/22/2023	\$ 165.60
2019-03-0057496	BISH WINSTON J	DE	DECEASED	3/28/2023	\$ 96.08
2019-03-0058090	BOOTHE TASHANE E	DE	DECEASED	3/28/2023	\$ 143.56
2019-03-0065139	COLSON ANTHONY M	BK	BANKRUPTCY	3/27/2023	\$ 408.60
2019-03-0093499	MAKHRAZ MILIA	BK	BANKRUPTCY	3/27/2023	\$ 196.20
2019-03-0097923	MIEZEJEWSKI ELSIE M	DE	DECEASED	4/6/2023	\$ 60.89
2019-03-0107166	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 82.80
2019-03-0107167	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 868.50
2019-03-0107168	PEREZ STEPHANIE M	BK	BANKRUPTCY	3/27/2023	\$ 203.40
2019-03-0115091	ROSA NATALIA R	BK	BANKRUPTCY	3/27/2023	\$ 195.30
2019-04-0083360	COLSON ANTHONY M	BK	BANKRUPTCY	3/27/2023	\$ 274.50

YR : 2019 **TOTAL : 11** **\$ 2,695.43**

2020-02-0905115	MAKHRAZ YOUSSEF	BK	BANKRUPTCY	3/27/2023	\$ 570.50
2020-03-0051691	ALI AZIZ A	DE	DECEASED	3/22/2023	\$ 149.04
2020-03-0057770	BOOTHE TASHANE E	DE	DECEASED	3/28/2023	\$ 134.70
2020-03-0085087	JOHANNESSEN REBECCA H	DE	DECEASED	3/30/2023	\$ 182.23
2020-03-0091438	MAKHRAZ MILIA	BK	BANKRUPTCY	3/27/2023	\$ 172.06
2020-03-0100375	NOLAN MARK K	DE	DECEASED	3/22/2023	\$ 147.74
2020-03-0117808	SPODNIK ANDREW J	DE	DECEASED	4/4/2023	\$ 91.25
2021-03-0051548	ALERS RAMON P	DE	DECEASED	3/22/2023	\$ 58.27
2021-03-0066606	CUCCARO NICHOLAS M	DE	DECEASED	3/22/2023	\$ 16.17
2021-03-0085901	JOHANNESSEN REBECCA H	DE	DECEASED	3/30/2023	\$ 184.70
2021-03-0094651	MATY ROBERT J	DE	DECEASED	3/22/2023	\$ 373.94
2021-03-0100278	NELSON TERRY L	DE	DECEASED	3/22/2023	\$ 434.64
2021-03-0101517	NOLAN MARK K	DE	DECEASED	3/22/2023	\$ 137.96
2021-03-0109941	RHYNIE DARNELL M	DE	DECEASED	3/22/2023	\$ 228.36
2021-03-0118213	SMITH ANTHONY E JR	DE	DECEASED	3/28/2023	\$ 16.23
2021-03-0119337	SPODNIK ANDREW J	DE	DECEASED	4/4/2023	\$ 69.79
2021-03-0119695	STENGENL SUSAN R	DE	DECEASED	3/22/2023	\$ 76.28

YR : 2021 **TOTAL : 10** **\$ 3,043.86**

Grand Total: 151 **\$ 38,676.22**



CITY OF BRIDGEPORT
DEPARTMENT OF FINANCE
 MARGARET E. MORTON GOVERNMENT CENTER
 999 Broad Street
 Bridgeport, Connecticut 06604
 Telephone 203-576-7251 Fax 203-576-7067

JOSEPH P. GANIM
 Mayor

KENNETH A. FLATTO
 Finance Director/CFO

COMM. 73-22 Ref'd to Budget & Appropriations Committee
 on 06/05/2023

To: Bridgeport City Council
 From: Kenneth Flatto, Director of Finance
 Date: May 23, 2023
 Re: **Bond Resolution to the City Council – referral to Budget and Appropriations Committee
 Regarding Series A 2023 Bonds for FY24 Capital Projects**

The Finance Department is recommending to the City Council this Bond Resolution in order to bond Capital Projects approved within the first year of the FY24-28 Five Year Capital Plan of the City.

This Resolution authorizes:

1. New money bonding of \$10,461,263 of the Projects approved in the FY24 Capital Plan, as listed in Appendix A of the Resolution.
2. The re-allocation of \$2,450,000 in unexpended previously approved Capital Project Bond funds to be instead utilized for certain BOE and City projects approved within the recent FY24 Capital Plan, as listed in Appendix B of the Resolution, which the BOE and City wish to complete this summer. This reallocation of funds will save the City over \$4 million in reduced debt costs over twenty years.

Thank you for your consideration of this matter.

Cc: Mayor Joseph P. Ganim
 Nestor Nkwo, OPM Director
 Pullman & Comley

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 ATTEST
 CITY CLERK

CITY OF BRIDGEPORT CONNECTICUT

To the City Council of the City of Bridgeport:

The Committee on BUDGET & APPROPRIATIONS begs leave to report; and recommends for adoption the following resolution:

No.

APPROVAL OF GENERAL OBLIGATION BONDS AND THE REALLOCATION OF CITY BOND PROCEEDS FOR CERTAIN BOARD OF EDUCATION CAPITAL PROJECTS

To Fund Certain Capital Improvement Projects

WHEREAS, the City Council of the City of Bridgeport (the “City”) has previously adopted and approved the City’s Five-Year Capital Plan for Fiscal Years 2024-2028 (the “2024-2028 Capital Plan”) in the total amount of \$79,748,263; and

WHEREAS, the Charter of the City requires that authorization to borrow against any Five-Year Capital Plan be approved by the City Council; and

WHEREAS, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the 2024-2028 Capital Plan in the amount of \$12,911,263 for certain of the 2024-2028 Capital Plan projects, all as more particularly listed on Exhibit A attached hereto (the “Projects”); and

WHEREAS, the City has previously issued general obligation bonds for various capital projects; and

WHEREAS, approximately \$2,450,000 of City bond proceeds remain in the various capital project accounts in the amounts described in Exhibit B attached hereto (the “Original Bond Projects”); and

WHEREAS, because of current capital project demands, the City desires to reallocate such \$2,450,000 of City bond proceeds from the Original Bond Projects to finance certain of the Projects described herein (the “Reallocated Bond Projects”); and now therefore, be it

RESOLVED, that having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the appropriation of the amounts necessary to: (i) fund the Projects in an aggregate principal amount not to exceed \$12,911,263 and the issuance of general obligation bonds secured by the City's full faith and credit (the “Bonds”), in an aggregate principal amount not to exceed \$12,911,263 (inclusive of the Reallocated Bond Projects and exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Projects; and (ii) finance such additional costs and expenses, in an amount not to exceed three percent (3%) of such authorization, as the Mayor, the Finance Director, and the Treasurer (collectively, the “Officials”) shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters’ discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the “Financing Costs”); and be it further

RESOLVED, the Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes and to issue temporary notes of the City in anticipation of the receipt of proceeds from the sale of the Bonds to be issued pursuant to this resolution and such notes shall be issued and renewed at such time and with such maturities,

requirements and limitations as provided by statute; notes evidencing such borrowings shall be executed in the same manner as if they were bonds and the officials shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Connecticut General Statutes and shall have all powers and authority as in connection with the issuance of bonds; and be it further

RESOLVED, that the City Council authorizes and approves that the Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials: (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut General Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Bonds or which are contemplated by law; and be it further

RESOLVED, that the Officials, if they determine it to be advisable, necessary or appropriate, hereby are authorized, on behalf of the City, to enter into an indenture of trust and/or a supplemental indenture of trust to the City's existing indenture (collectively, the "Indenture") with a bank or trust company located within or without the State of Connecticut (the "Trustee"), and to covenant: (i) if the Bonds are issued pursuant to such Indenture that all or a portion of the City's property taxes shall be paid to the Trustee and be held in trust for the benefit of the holders of the Bonds as provided in Chapter 117 and other Chapters of the Connecticut General Statutes, and (ii) the terms on which any payments or reserves securing the payment of the Bonds will be

paid, and the terms of any reserve or other fund for the benefit of the holders of the Bonds; and, in any event, to amend or supplement the Indenture containing such terms and conditions as the Officials shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and be it further

RESOLVED, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Bonds on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Bonds; and be it further

RESOLVED, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Bonds, including the terms of any reserve that might be established as authorized herein, whether any of the Bonds issued will be issued as taxable bonds and whether the Bonds will be issued in one or more series on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed

to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Bonds; and be it further

RESOLVED, that the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and other agreements for the purpose of managing the interest rate fluctuations and risks and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the issuance of the Bonds and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and be it further

RESOLVED, that the Bonds shall be signed by the Officials provided that such signatures of any two of such officers of the City affixed to the Bonds may be by facsimiles of such signatures printed on the Bonds, and each of such Officers and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intentment of this and the foregoing resolutions; and be it further

RESOLVED, that the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to allocate any unused bond proceeds to other City projects authorized for bonding, consistent with the applicable tax and other laws, as deemed to be necessary or advisable and in the best interests of the City by the Officials; and be it further

RESOLVED, that the Officials are hereby authorized to apply for and accept any available State or federal grant in aid of the financing of the Projects, and to take all action necessary or proper in connection therewith; and be it further

RESOLVED, that any and all actions taken by the City in connection with the reallocation of the Original Bond Projects proceeds are hereby approved, ratified and confirmed; and be it further

RESOLVED, that the Resolution shall become effective upon passage.

Exhibit A
Bonding Authorizations

<u>Project Descriptions</u>	<u>FY2024 Adopted Capital Plan Projects</u>
BOARD OF EDUCATION:	
Bryant School -Asphalt Work/Pavement Replacement	100,000
District Wide Sidewalk Concrete Repairs	200,000
Maplewood School -Roof Replacement (21%) City Share	262,500
Read School- Elevator Repairs/Upgrades	300,000
Read School- Roof Replacement (21% City Share)	315,000
Read School- Pavement Replacement	500,000
Blackham – Pavement Repairs/Replacement	<u>750,000</u>
TOTAL BOARD OF EDUCATION:	\$2,427,500
ECONOMIC DEVELOPMENT:	
Seaview Ave Corridor/Waterfront Project (20% City match) (Amended)	<u>500,000</u>
TOTAL ECONOMIC DEVELOPMENT	\$500,000
PUBLIC FACILITIES:	
Roadway Paving, Culverts, Intersections (Amendment)	3,000,000
Wonderland of Ice - Roof Replacement	700,000
Newfield Boat Launch & Ramp Complete Repair	1,000,000
Public Facilities Equipment	600,000
City Wide Building & Security Improvements	1,000,000
Various Airport Improvements/Equipment's Projects	378,763
Parks Maintenance Equip. (Include Golf Course)	165,000
Perry Memorial Arch.	670,000
Tennis Courts Improvement - Citywide	125,000
Kennedy Stadium	600,000
Golf Course Improvements	<u>225,000</u>
TOTAL PUBLIC FACILITIES	\$8,463,763
OTHER DEPARTMENTS:	
WPCA Capital Improvements (Amended)	<u>1,520,000</u>
TOTAL OTHER DEPARTMENTS	\$1,520,000
TOTAL ALL DEPARTMENTS	\$12,911,263

Exhibit B

<u>Capital Project Account</u>	<u>Current City Bond Proceeds</u>	<u>Reallocated Amount</u>	<u>Reallocated Bond Projects</u>
Jetland Ave. Parking Structure	500,000	(500,000)	--
Landfill Closure Stewardship	500,000	(500,000)	--
Downtown Parking Garage	\$1,500,000	(1,500,000)	
Read School – Pavement Replacement			\$300,000
Blackham – Pavement Repairs/Replacement			\$500,000
Wonderland of Ice - Roof Replacement			\$700,000
Newfield Boat Launch & Ramp Complete Repair			\$1,000,000
TOTALS	\$2,500,000	(2,500,000)	\$2,500,000



Joseph P. Ganim
Mayor

City of Bridgeport
INFORMATION TECHNOLOGY SERVICES

City Hall
45 Lyon Terrace, Bridgeport, Connecticut 06604

COMM. 74-22 Ref'd to Contracts Committee
on June 5, 2023.

Curtis J. Denton
Director

TO: City Council

FROM: Curtis J. Denton
ITS Director,
Information Technology Services (ITS)

DATE: May 31st, 2023

RE: Referral to Contracts Committee
Contract with LiveWire Sound and Image LLC, for Audio/Visual Upgrades to
Council Chambers and Wheeler Rooms

For your consideration, the attached resolution and contract would authorize the upgrades to the audio/visual (A/V) and hybrid meeting capacity of the City Council Chambers and Wheeler Conference Rooms A and B at City Hall, 45 Lyon Terrace. We would ask that these items be referred to the Contracts Committee for its next meeting on June 13, 2023.

This project includes the implementation of an integrated A/V system which will allow any meeting organizer to access the system for microphone usage, a presentation, hybrid accommodations, audio/visual recording, and livestreaming. The scope of this project is limited to hybrid meeting, streaming, and visual improvements, and will not address the acoustics of the meeting rooms.

LiveWire Sound and Image LLC is the chosen vendor for this project and has demonstrated their experience installing similar systems elsewhere over the last 20 years. Their project portfolio includes Maloney Theatre (Meriden, CT) and WCSU Performing Arts Center (Danbury, CT), and they are the preferred A/V vendor for Sacred Heart University.

ATTEST
CITY CLERK

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RESOLUTION

WHEREAS, capacity to project or visually display items in the City Council Chambers or Wheeler Rooms A and B is dependent upon a projector and screen; and

WHEREAS, the podium microphone in the Council Chambers is not integrated into the larger system and has continuous problems; and

WHEREAS, the microphone system in the City Council Chambers does not have a master control panel which is suitable for the City's needs; and

WHEREAS, as a result of these deficiencies the City Council Chambers and Wheeler Rooms A and B at City Hall, 45 Lyon Terrace, are not equipped for dual in-person and virtual (hybrid) meetings; and

WHEREAS, technology advancements and shifts in usage over the past three years have demonstrated a necessity to have the capacity for hybrid meetings in these spaces; and

WHEREAS, a Request For Proposals was issued to conduct the necessary upgrades within the Council Chambers and Wheeler Rooms A and B; and

WHEREAS, Live Wire Sound responded to the solicitation and was deemed the most responsive and qualified applicant; and

WHEREAS, the City Attorney has drafted and reviewed the Professional Services Agreement (Agreement);

WHEREAS, the Agreement establishes a project budget of \$190,204.25, with a completion date of December 31, 2023;

NOW, THEREFORE, BE IT RESOLVED, that the Bridgeport City Council approves the attached Agreement between the Consultant and Information Technology Services (ITS);

BE IT FURTHER RESOLVED that the City is hereby authorized and empowered to enter into the Agreement attached hereto and made a part hereof; and in furtherance thereof the Mayor, or his designees, the Director of ITS, are expressly authorized and empowered to execute the Agreement, and such other documentation as reasonably necessary to facilitate the project.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ____ day of _____, 2023 (the "Agreement") is hereby entered into between **Livewire Sound and Image LLC**, a limited liability company organized under the laws of the State of Connecticut, with offices at 740 Woodend Road, Stratford, CT 06615 (the "**Consultant**") and **the City of Bridgeport**, with offices at 45 Lyon Terrace and 999 Broad Street, Bridgeport, Connecticut 06604 (the "**City**").

WHEREAS, the City published a RFQ seeking professional services to upgrade the audio and visual communication services at certain locations in City Hall, 45 Lyon Terrace, which is incorporated by reference as if fully set forth herein (the "**RFP**");

WHEREAS, the Consultant submitted its proposal dated 11/29/2022 ("**Proposal**"), which is incorporated by reference as if fully set forth herein; and

WHEREAS the Consultant agrees to commence its services and perform the same in accordance with this Agreement and as specifically directed by the City;

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

The above recitals are incorporated by reference into the body of this Agreement with full legal force and effect.

1. General Undertaking; Party Representatives.

(b) The parties are entering into this Agreement for the purpose of engaging the Consultant to upgrade the audio/visual and hybrid meeting capacity of the City Council Chambers and Wheeler Conference Rooms A and B at City Hall, 45 Lyon Terrace, Bridgeport (the "**Services**"). The Consultant's activities shall consist of design and installation of the upgrade services as set forth in its Proposal.

(b) The Consultant's representative ("**Consultant Representative**") at the inception of this Agreement is Josh Silverman, Senior Account Manager, and the City's representative ("**City Representative**") is Curtis Denton, ITS Director. Any subsequent changes shall be made in writing to the other party. These party representatives will coordinate and cooperate in connection with the performance of the Consultant's Services hereunder, necessary access to City property, and

the like. The City Representative shall have no power or authority to make any material changes to this Agreement including but not limited to material changes to the term, scope, price, payment or other provisions thereof.

2. Term of Engagement; Schedule.

(a) Term. This Agreement shall commence on such date that is set forth in a notice to proceed ("**Notice to Proceed**") and shall continue in full force and effect until the Services are completed according to this Agreement, until the earlier termination of this Agreement as provided herein, or on _____, 2023 whichever occurs first ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through earlier termination of the Term for Services that have been completed in accordance with the terms of this Agreement and which the City has accepted in due course.

(b) Schedule. The parties agree that the Services to be provided under this Agreement shall be completed within twelve (12) months ("**Completion Date**"). If desired based upon the nature of the Services to be performed and the Completion Date, the parties shall further agree to a schedule for the performance of the Services to be determined based on anticipated material lead times. Such Schedule may be amended by mutual agreement of the parties, however, all items on the Schedule listed as mandatory milestone dates shall be deemed TIME OF THE ESSENCE.

3. Compensation; Record of Activities. The amount of record keeping shall depend upon the basis for compensation ("**Compensation**"), which may be, for example, a time-and-materials basis, lump sum, lump sum with a not-to-exceed, cost-plus, etc. When the basis for Compensation is time and materials, the Consultant shall maintain contemporaneous records of the Services performed, maintained according to hours spent by each employee on the tasks performed, containing sufficient detail as requested by the City, which records shall be submitted with the Consultant's invoices, or unless otherwise directed by the City. The parties understand that the Consultant will receive Compensation for its Services on the following basis: monthly, which may include agreed-upon hourly rates and pre-approved reimbursable expenses (see **Exhibit A attached - Bridgeport City Hall Quote # 110322BPTv4**), up to a maximum not-to-exceed amount of \$190,204.25 Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

4. Payment. The Consultant shall submit complete invoices with all backup documentation as required by this Agreement, to the City on a monthly basis for the prior month's Services rendered and any permitted reimbursable expenses, which invoices the City shall pay within forty-five (45) days of receipt. The City shall pay all undisputed portions of such invoices until the disputed portion is resolved.

5. Acceptability of Information and Reports Supplied by the Consultant. Any and all information and reports, whether supplied orally or in writing by the Consultant, shall be based upon consistent and reliable data-gathering methods and may be relied upon by the City.

6. Proprietary Rights. The City does not anticipate that the Consultant will develop or deliver to the City anything other than the Services and certain written reports or recommendations. With regard to the Services performed, the City shall own all right, title and interest in such Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City. Alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects. Notwithstanding anything contained in the foregoing to the contrary, the Consultant acknowledges that in the performance of its Services, it possesses all rights, proprietary and otherwise, utilized in rendering such Services and represents and warrants that it has a license to use the proprietary or other rights owned by a third party, which license shall be provided to the City on written request.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential or as a draft ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the party, (ii) information already in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it, (iv) information required to be disclosed under the Connecticut Freedom of Information Act, or (v) information required to be disclosed under court order.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same

degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. Non-Circumvention. The Consultant shall not hire or employ a City employee involved in this Agreement as an employee of the Consultant until one (1) year following the expiration of the Term of this Agreement and such Consultant shall ensure that such former City employee shall be obligated to observe the requirements for non-disclosure of Confidential Information contained herein.

9. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Proprietary Rights or Confidential Information rights would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.

10. Representations and Warranties.

The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

(a) The Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement, has in its employ or will hire qualified and trained personnel to perform the Services required, and agrees to perform a substantial portion of the Services as required by City ordinance.

(b) The Consultant represents that it can commence the Services promptly as set forth herein and shall complete the Services in a timely manner according to the Schedule approved by the City.

(c) The Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

(e) The Consultant shall not subcontract any of its Services to third parties without prior written notice to the City and receipt of the City's prior written consent and shall ensure that any such subcontractor provides evidence of insurance as required of the Consultant herein prior to the subcontractor rendering any of its services.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees, agents or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or that reflects on the Consultant's business integrity or honesty that resulted or may result in the imposition of a monetary fine in excess of \$10,000, injunction, criminal conviction or other penal sanction longer than one (1) year, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner pursuant to the Standard of Care applicable to such Services within the State of Connecticut and shall diligently pursue the completion of same in accordance with the terms of this Agreement.

(h) The Consultant represents that it possesses all licenses and permits that may be required to perform the Services required by this Agreement.

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

These representations and warranties shall survive the Term of this Agreement.

11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available at law or in equity.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF PROVISIONS REGARDING PROPRIETARY RIGHTS, CONFIDENTIAL INFORMATION OR NON-CIRCUMVENTION, NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

12. Notices. Notices sent to either party shall be effective (a) on the date delivered in person by hand, (b) by overnight mail or delivery service or (c) on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the City:

ITS Director, Curtis Denton
City of Bridgeport
City Hall
45 Lyon Terrace, Room 6
Bridgeport, Connecticut 06604

with a copy to:

City Attorney
Office of the City Attorney
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

If to the Consultant:

At the address specified above.

with a copy to:

13. Termination For Default; Termination For Convenience.

(a) Termination For Fault. This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement upon the giving of thirty (30) days prior written notice if the other party breaches any material provision hereof and fails after receipt of written notice of default to correct or cure such default unless the defaulting party details in writing to the other within such 30-day period the reasons why such default cannot be so corrected or cured within that time, whereupon the non-defaulting party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action to completion in a manner reasonably acceptable to the non-defaulting party in the exercise of its commercial business judgment, reasonably exercised. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to such party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations regarding Confidential Information, Injunctive Relief, Non-Circumvention or Representations and Warranties.

(b) Termination For Convenience. The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination, which shall not affect the City's obligations for the payment of Compensation for Services rendered in compliance with this Agreement in the ordinary course through the date of termination.

14. Resolution of Disputes and Choice of Law.

The parties agree that all disputes between them arising under this Agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, shall be resolved in a court of competent jurisdiction over the parties located in Fairfield County, Connecticut.

15. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective

employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER, AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE SERVICES, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT, AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data under applicable law, agrees to comply with the security requirements imposed by the United States Government or any state or local government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other State or local government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

(a) Indemnification. The Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities performed in connection with Services rendered under this Agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Consultant shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected and appointed officials, officers, department heads, employees or agents.

(b) Insurance Requirements: (1) The following insurance coverage is required of the Consultant and it is understood that the Consultant shall require similar coverage from every subcontractor or subconsultant in any tier according to the work or Services being performed and shall ensure that the City is named as additional insured with notice of cancellation **by policy endorsement** in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations

conducted under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody, and control, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired, or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury, and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

(b) General requirements. All policies shall include the following provisions:

Cancellation notice—The City shall be entitled to receive from the insurance carriers **by policy endorsement** not less than 30 days' written notice of cancellation, non-renewal, or reduction in coverage to be given to the City at: Curtis Denton, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

Certificates of Insurance; Policy Endorsements—All policies will be evidenced by an original certificate of insurance and required policy endorsements delivered to the City and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required prior to any Services, work or other activity commencing under this Agreement.

Additional Insured—The Consultant and its permitted subcontractors shall arrange with their respective insurance agents or brokers to name the City, its elected and appointed officials, officers, department heads, employees and agents on all policies of primary and excess commercial general liability and automobile liability insurance coverages as additional insured parties **by policy endorsement** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this Agreement and periodically thereafter, but in no event less than once during

each year during the Term of this Agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected and appointed officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA

Attention: Curtis Denton
45 Lyon Terrace, Room 6
Bridgeport, Connecticut 06604"

18. Non-discrimination. The Consultant agrees not to discriminate or permit discrimination against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This Agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and other Executive Orders that may apply from time to time and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

19. Communications. All communications to the City shall be made orally or in writing to Curtis Denton or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned, or subcontracted by the Consultant without the City's prior written consent which may be withheld in the exercise of its commercial business judgment and any attempt to the contrary shall be void.

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, health emergency or pandemic, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair, or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical, or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

(e) Partial Invalidity. Any provision hereof found by a court of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

(f) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(g) Headings. Headings are for reference purposes only and have no substantive effect.

(h) Survival. All representations, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(i) Precedence of Documents. In the event there is any conflict between this Agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

(j) Property Access. The parties understand that it is the City's obligation to obtain legal access to City property or other property where the Consultant's Services are to be performed. The Consultant shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested, or directed by the City in writing.

(k) Authority. The person executing this Agreement on behalf of the Consultant is duly-authorized to do so. The person executing this Agreement on behalf of the City is duly-authorized to do so by virtue of City Council # _____.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly-authorized representatives.

CITY OF BRIDGEPORT

By: _____
Name:
Title:

CONSULTANT

By: _____
Name:
Title:
duly-authorized

Exhibit A

Bridgeport City Hall Quote # 110322BPTv4

Bridgeport City Hall Quote # 110322BPTv4

11/29/2022 (Updated 05/22/2023)

PEX04123B AV UPGRADE COUNCIL CHAMBERS & WHEELER ROOMS

45 Lyon Terrace, Bridgeport, CT 06604

Project ID 4868463, Bridgeport City Hall, AV Upgrade, Council Chambers & Wheeler Room

LiveWire Sound and Image

740 Woodend Rd
 Stratford, CT 06615
www.livewiresi.com
info@livewiresi.com

Quote

Price Good for 30 days
 V4
 Date 05/22/2023
 Quote # 110322BPTv4

Make	Model	Description	QTY	Unit Price	Price
Primary Equipment: Divisible Room (Wheeler A/B):					
Samung	QB75B	75" 4K Commercial Display 16/7	2	\$ 2,518.75	\$ 5,037.50
Chief	XTM1U	Flat TV Bracket	2	\$ 348.40	\$ 696.80
APC	C2	Behind display surge unit	2	\$ 99.00	\$ 198.00
Barco	CX-20	Wireless Content Share device	2	\$ 1,999.40	\$ 3,998.80
QSC	NC-12x80	Motorized PTZ Camera	2	\$ 3,715.74	\$ 7,431.48
QSC	NV-32-H	Video Encoder/Decoder for Video	4	\$ 3,347.50	\$ 13,390.00
Meanwell	OWA-200U-42	Power supply for above	4	\$ 140.00	\$ 560.00
LWSI	Misc	Camera Bracket	2	\$ 125.00	\$ 250.00
Yamama	RM-CG-W	Ceiling Array Microphone	2	\$ 4,030.00	\$ 8,060.00
Sonance	PS-C63RTLTP	6.5" Low Profile In-Ceiling Speaker	8	\$ 263.90	\$ 2,111.20
QSC	SPA4-100	4-Channel Energy Star Amplifier	1	\$ 927.93	\$ 927.93
QSC	Core 110f	Q-SYS DSP Audio Processor	1	\$ 3,347.50	\$ 3,347.50
QSC	SLQUD-110-P	Q-SYS UCI License	1	\$ 180.10	\$ 180.10
QSC	SLQSE-110-P	Q-SYS Scripting License	1	\$ 372.24	\$ 372.24
QSC	TSC-70-G3	Q-SYS 7" Touch Panel Controller- Inwal	2	\$ 1,530.48	\$ 3,060.96
OFE	TBD	OFE PC- 1 Per room	2	OFE	OFE
NetgearAV	M4250-16XF	Local 16 Port AV Network Switch	1	\$ 1,228.76	\$ 1,228.76
Middle Atlantic	RCS-1824	18RU AV Rack w/Cooling & Casters	1	\$ 755.18	\$ 755.18
Middle Atlantic	PD-915R	Rack Mount Power/Surge	1	\$ 148.24	\$ 148.24
Crestron	HD-TX-4KZ-101-1G-W	HDMI Wall Plate Transmitter	2	\$ 292.50	\$ 585.00
Crestron	HD-RX-4KZ-101	HDMI Reciever	2	\$ 260.00	\$ 520.00
Accessories & Installation Materials: Divisible Room (Wheeler A/B):					
Comp	NFHD18G-6PRO	NanoFlex 4K HDMI Cable 6ft	10	\$ 17.86	\$ 178.60
WCW	NFHD18G-9PRO	NanoFlex 4K HDMI Cable 9ft	6	\$ 21.44	\$ 128.64
WCW	CAT6P-BLK	Plenum CAT6 Data Cable 1000ft	1	\$ 357.50	\$ 357.50
WCW	CAT6ASP-BLK	Plenum CAT6A Data Cable 1000ft	1	\$ 945.00	\$ 945.00
WCW	16-02P-BLK	Plenum 16/2 Speaker Cable 1000ft	0.5	\$ 301.60	\$ 150.80
WCW	22-02SP-BLK	Plenum 22/2 Mic/Audio Cable 1000ft	1	\$ 141.70	\$ 141.70
LWSI	Misc	Rack Panels & Accessories	1	\$ 250.00	\$ 250.00
LWSI	Misc	Cable Management & Terminations	1	\$ 300.00	\$ 300.00
Installation: Divisible Room (Wheeler A/B):					
LWSI	Labor	Installation	1	\$ 5,500.00	\$ 5,500.00
LWSI	Labor	Commissioning	1	\$ 3,600.00	\$ 3,600.00
LWSI	Labor	Programming (Control)	1	\$ 1,350.00	\$ 1,350.00
LWSI	Labor	Programming (DSP)	1	\$ 1,350.00	\$ 1,350.00
LWSI	Labor	Engineering	1	\$ 1,200.00	\$ 1,200.00

LWSI	Labor	Drawings & Documentation	1	\$ 850.00	\$ 850.00
LWSI	Labor	Project Management	1	\$ 275.00	\$ 275.00
LWSI	Labor	General & Administrative	1	\$ 145.00	\$ 145.00
			Divisible	Subtotal	\$ 69,581.93

Primary Equipment: Main Council Chambers:

OFE	OFE	OFE Podium	1	OFE	OFE
Crestron	TT-100-B-T	Podium Cable Caddy & AC Outlet	1	\$ 214.50	\$ 214.50
Apple	iPad	10.2" Touch Screen Controller	1	\$ 399.00	\$ 399.00
iPort	Connect Pro	iPad 10.2" Charging Case	1	\$ 227.50	\$ 227.50
iPort	Connect Pro	iPad Charging Station	1	\$ 227.50	\$ 227.50
Samung	QB98T-B	98" 4K Commercial Display 16/7	2	\$ 8,690.00	\$ 17,380.00
Chief	XTM1U	XL Flat TV Bracket	2	\$ 348.40	\$ 696.80
Absen	Icon 3.0 C138	138" LED Video Wall w/Front Service Mount	1	\$48,162.60	(not in total)
LWSI	Misc	Cabling & Installation for Option Above	1	\$ 5,850.00	(not in total)
Samung	BE43T-H	43" 4K Commercial Display 16/7	1	\$ 404.40	\$ 404.40
Chief	MTM1U	Medium Flat TV Bracket	1	\$ 187.20	\$ 187.20
APC	C2	Behind display surge unit	3	\$ 99.00	\$ 297.00
OFE	OFE	Teams/Zoom PC	1	OFE	OFE
AJA	HELO Plus	Streaming & Recording Device	1	\$ 1,869.00	\$ 1,869.00
Dell	P2418HT	24" 16:9 10-Point Touchscreen IPS Monitor	1	\$ 399.00	\$ 399.00
Azulle	Byte 4	Remote Management Mini PC	1	\$ 349.00	\$ 349.00
Barco	CX-20	Wireless Content Share device	1	\$ 1,999.40	\$ 1,999.40
Crestron	HD-TX-101-C-E	DM Lite HDMI Transmitter	1	\$ 236.60	\$ 236.60
Crestron	HD-RX-101-C-E	DM Lite HDMI Receiver	1	\$ 236.60	\$ 236.60
QSC	NC-12x80	Motorized PTZ Camera	4	\$ 3,715.74	\$ 14,862.96
QSC	Core 110f	Q-SYS DSP Processor	1	\$ 3,347.50	\$ 3,347.50
QSC	SLQUD-110-P	Q-SYS UCI License	1	\$ 180.10	\$ 180.10
QSC	SLQSE-110-P	Q-SYS Scripting License	1	\$ 372.24	\$ 372.24
QSC	TSC-70-G3	Q-SYS 7" Touch Panel Controller	2	\$ 1,530.48	\$ 3,060.96
QSC	TSC-710t-G3	Table Mounting Accessory for Above	2	\$ 365.55	\$ 731.10
QSC	NV-32-H	Video Encoder/Decoder for Video	7	\$ 3,347.50	\$ 23,432.50
Meanwell	OWA-200U-42	Power supply for above	7	\$ 140.00	\$ 980.00
QSC	SPA2-60	2-Channel Energy Star Amplifier	1	\$ 565.06	\$ 565.06
QSC	AD-S4T-BK	4" 2-Way Speaker	2	\$ 176.75	\$ 353.50
NetgearAV	M4250-26G4XF	Local 24 Port AV Network Switch	1	\$ 1,781.70	\$ 1,781.70
AV AmpliVox	SN3910	Contemporary ADA Lectern	1	\$ 4,178.00	\$ 4,178.00
Middle Atlantic	RCS-3524	35RU RCS Series AV Rack w/Casters	1	\$ 1,087.29	\$ 1,087.29
Middle Atlantic	PD-915R	Rack Mount Power/Surge	1	\$ 148.24	\$ 148.24
Kramer	WP-H1MG	HDMI Wall Plate Input	3	\$ 57.20	\$ 171.60
Comp	MHD18G-35PRO	MicroFlex 4K60 HDMI Cable 35ft	2	\$ 92.94	\$ 185.88
Shure	MX418	18" Gooseneck Mic for podium	1	\$ 257.27	\$ 257.27

Accessories & Installation Materials: Main Council Chambers:

Comp	NFHD18G-6PRO	NanoFlex 4K HDMI Cable 6ft	10	\$ 17.86	\$ 178.60
WCW	NFHD18G-9PRO	NanoFlex 4K HDMI Cable 9ft	2	\$ 21.44	\$ 42.88
WCW	CAT6P-BLK	Plenum CAT6 Data Cable 1000ft	2	\$ 357.50	\$ 715.00
WCW	CAT6ASP-BLK	Plenum CAT6A Data Cable 1000ft	1	\$ 945.00	\$ 945.00

WCW	16-02P-BLK	Plenum 16/2 Speaker Cable 1000ft	0	\$ 301.60	\$ -
WCW	22-02SP-BLK	Plenum 22/2 Mic/Audio Cable 1000ft	0.5	\$ 141.70	\$ 70.85
WCW	RG6HDP-BLK	Plenum RG6U HDSI Cable 1000ft	1	\$ 967.50	\$ 967.50
LWSI	Misc	Rack Panels & Accessories	1	\$ 85.00	\$ 85.00
LWSI	Misc	Cable Management & Terminations	1	\$ 150.00	\$ 150.00
Wiremold	OFRBC-8	8' Overfloor Raceway	1	\$ 458.09	\$ 458.09

Installation: Main Council Chambers:

LWSI	Labor	Rack Fabrication & Shop Testing	1	\$ 1,600.00	\$ 1,600.00
LWSI	Labor	Installation	1	\$12,100.00	\$ 12,100.00
LWSI	Labor	Commissioning	1	\$ 4,500.00	\$ 4,500.00
LWSI	Labor	Programming (Control)	1	\$ 3,300.00	\$ 3,300.00
LWSI	Labor	Re-Programming (OFE Mic Stations)*	1	\$ 1,600.00	\$ 1,600.00
LWSI	Labor	Programming (Additional Control for OFE Mics) **	1	\$ 6,500.00	\$ 6,500.00
LWSI	Labor	Programming (DSP)	1	\$ 2,100.00	\$ 2,100.00
LWSI	Labor	Engineering	1	\$ 1,450.00	\$ 1,450.00
LWSI	Labor	Drawings & Documentation	1	\$ 945.00	\$ 945.00
LWSI	Labor	Project Management	1	\$ 350.00	\$ 350.00
LWSI	Labor	General & Administrative	1	\$ 150.00	\$ 150.00

General:

LWSI	Misc	Travel & Parking	1	\$ -	\$ -
LWSI	Misc	Manufacturers Shipping	1	\$ 1,595.00	\$ 1,595.00

Chambers Subtotal \$ 120,622.32
Total \$ 190,204.25

Note: Power, network and wall blocking by others.

Note: Quote includes specified equipment and labor only.

Note: OFE = Owner Furnished/City Furinished

* **Note:** OFE mic station equipment and main unit assumed to be functioning 100%.

* **Note:** Reprogramming of Sennheiser mic system to be completed as the system should be providing adequate amplification to all members when other members are speaking. Two additional loudspeakers have been provided for customer selected areas as needed.

Note: Full engineering/design review with customer suggested prior to finalizing configuration.

Note: Permit fee if applicable is not included as work is in town building.

** **Note:** Includes custom Sennheiser control driver/programming. Final programming cost/decisions TBD based on possible end of life product status for Sennheiser OFE equipment.



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ISOLINA DeJESUS
Manager
Central Grants

Comm. #75-22 Ref'd to ECD&E Committee on 6/5/2023

May 30, 2023

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: Resolution – Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Outreach Program (#24270)

Attached, please find a Grant Summary and Resolution for the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Outreach Program** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

If you have any questions or require additional information, please contact me at 203-576-7732 or joseph.katz@bridgeportct.gov.

Thank you,

Joseph Katz
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Outreach Program (#24270)

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Joseph Katz

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport is seeking funding from SWCAA to support the Elderly Hispanic Outreach Program. Funding will be used to continue to provide bilingual information and assistance, as well as education sessions to low-income, Hispanic, 60+ adults. This funding will cover the salary of a Project Coordinator, who will continue to conduct one-on-one counseling/referral services and complete at least 3 community group sessions at each of the City’s senior centers. The Elderly Hispanic Program aims to improve the quality-of-life for seniors in Bridgeport that have limited English proficiency.

CONTRACT PERIOD: 10/01/2023 – 09/30/2024

FUNDING SOURCE (Including Match Funds)	
Federal:	\$ 43,155.20
State:	\$ 0
City:	\$ 7,615.62
Other:	\$ 0

GRANT FUNDED (PROJECT FUNDS REQUESTED)	
Salaries/Benefits:	\$ 30,755.20 (Personnel without Full Benefits)
Supplies:	\$ 1,000 (Office Supplies & Cutlery)
Publication & Printing:	\$ 850 (Forms, Pamphlets, Brochures)
Travel:	\$ 0
Other:	\$ 2,000 (Food/Beverage for group meetings)

MATCH REQUIRED		
	CASH	IN-KIND
Salaries/Benefits:	\$	\$ 7,615.62 (Salary and building space)

A Resolution by the Bridgeport City Council

Regarding the

**Southwestern Connecticut Agency on Aging (SWCAA) –
Title III Funding Older Americans Act Grant Program -
Elderly Hispanic Outreach Program
(#24270)**

WHEREAS, the **Southwestern Connecticut Agency on Aging (SWCAA)** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Title III Funding Older Americans Act Grant Program**; and

WHEREAS, funds under this grant will be used to support the **Elderly Hispanic Program**; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program** to continue to provide information, assistance, and referral services to low-income, Hispanic adults aged 60+ in the Bridgeport area.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **Southwestern Connecticut Agency on Aging (SWCAA)** for the purpose of its **Title III Funding Older Americans Act Grant Program**; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut

OFFICE OF CENTRAL GRANTS

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ISOLINA DeJESUS
Manager
Central Grants

Comm. #76-22 Ref'd to ECD&E Committee on 6/5/2023

May 30, 2023

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

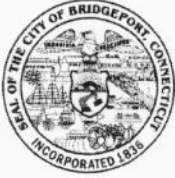
Re: Resolution – Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities (#24533)

Attached, please find a Grant Summary and Resolution for the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

If you have any questions or require additional information, please contact me at 203-576-7732 or joseph.katz@bridgeportct.gov.

Thank you,

Joseph Katz
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities (#24533)

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Joseph Katz

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION: The City of Bridge port is seeking funding from SWCAA to continue the Department on Aging’s recreation and activities programs at the City’s three senior centers. the Health and Social Services Elderly Hispanic Program. This funding will allow senior centers to continue offering weekly classes designed to support the physical and mental health of local older adults.

CONTRACT PERIOD: 10/01/2023 – 09/30/2024

FUNDING SOURCE (Including Match Funds)	
Federal:	\$ 50,000.00
State:	\$ 0
City:	\$ 49,410.32
Other:	\$ 0

GRANT FUNDED (PROJECT FUNDS REQUESTED)	
Contractual:	\$ 35,000 (Instructors)
Supplies:	\$ 3,000.00 (Supplies for classes and activities)
Publication & Printing:	\$ 1,000.00 (Forms, Pamphlets, Brochures)
Communications:	\$ 750.00 (Advertisements)

MATCH REQUIRED		
	CASH	IN-KIND
Salaries/Benefits:	\$	\$ 47,240.26 (Salary and fringe)
Building Space	\$	\$ 2,420.06

A Resolution by the Bridgeport City Council

Regarding the

**Southwestern Connecticut Agency on Aging (SWCAA) –
Title III Funding Older Americans Act Grant Program -
Bridgeport Senior Center Recreation Activities
(#24533)**

WHEREAS, the **Southwestern Connecticut Agency on Aging (SWCAA)** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Title III Funding Older Americans Act Grant Program**; and

WHEREAS, funds under this grant will be used to support Bridgeport senior center recreation activities; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program** to increase recreational options at senior centers to enhance the wellbeing of older adults in Bridgeport.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **Southwestern Connecticut Agency on Aging (SWCAA)** for the purpose of its **Title III Funding Older Americans Act Grant Program**; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ISOLINA DeJESUS
Manager
Central Grants

**Comm. #77-22 Ref'd to Public Safety & Transportation Committee
On 6/5/2023**

May 30, 2023


Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: Resolution – Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Project LifeSaver Program (#24420)

Attached, please find a Grant Summary and Resolution for the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreation Activities** to be referred to the **Committee on Public Safety and Transportation** of the City Council.

If you have any questions or require additional information, please contact me at 203-576-7732 or joseph.katz@bridgeportct.gov.

Thank you,


Joseph Katz
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Project LifeSaver Program (#24420)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

PROJECT SUMMARY/DESCRIPTION: If awarded, the Bridgeport Police Department will use these funds to purchase 50 transmitters for its Project LifeSaver Program. These transmitters will be distributed to older adults with cognitive disabilities, including Alzheimer's Disease and Dementia, who may be at risk of wandering and becoming lost. BPD will work with these individuals, as well as their families and/or caregivers, to use and maintain the transmitters. In the event that any of the individuals goes missing, trained BPD officers will be able to quickly locate them using these devices.

CONTRACT PERIOD: 10/01/2023 – 09/30/2024

FUNDING SOURCE (Including Match Funds)	
Federal:	\$ 13,500.00
State:	\$ 0
City:	\$ 22,217.00
Other:	\$ 0

GRANT FUNDED (PROJECT FUNDS REQUESTED)	
Contractual:	\$ 0
Supplies:	\$ 13,500.00
Publication & Printing:	\$ 0
Communications:	\$ 0

MATCH REQUIRED		
	CASH	IN-KIND
Salaries/Benefits:	\$	\$ 22,217.00 (PD salary and fringe)
Building Space	\$	\$

A Resolution by the Bridgeport City Council

Regarding the

**Southwestern Connecticut Agency on Aging (SWCAA)
Title III Funding Older Americans Act Grant Program
Project LifeSaver Program
(#24420)**

WHEREAS, the **Southwestern Connecticut Agency on Aging (SWCAA)** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Title III Funding Older Americans Act Grant Program**; and

WHEREAS, funds under this grant will be used to purchase 50 transmitters which will be distributed to families of individuals suffering from cognitive disabilities as a part of the BPD Project LifeSaver Program; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program** to provide this resource to BPD and the families of these vulnerable individuals.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with the **Southwestern Connecticut Agency on Aging (SWCAA)** for the purpose of its **Title III Funding Older Americans Act Grant Program**; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut
OFFICE OF CENTRAL GRANTS

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ISOLINA DeJESUS
Manager
Central Grants

Comm. 78-22 Ref'd to Public Safety & Transportation Committee
May 30, 2023 **On 6/5/2023**

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

RE: Resolution – Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program to be referred to the **Committee on Public Safety and Transportation** of the City Council.

If you have any questions or require any additional information, please contact me at 203-576-7732 or joseph.katz@bridgeportct.gov.

Thank you,

Joseph Katz
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Joseph Katz

PHONE NUMBER: 203-576-7732

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport Office of Emergency Management and Homeland Security (OEMHS), Bridgeport Fire Department (BFD) and Bridgeport Police Department (BPD) seek funding to build and sustain core capabilities across prevention, protection, mitigation, response, and recovery mission areas, with specific focus on addressing the security needs of the Port of Bridgeport. Funds will be used to undertake three projects:

1. **Drone Detection System (#24394)**: Funding is requested to purchase a drone detection system to help protect our Bridgeport Harbor and critical infrastructure & key resource facilities within. This project will deploy seven (7) sensors to both detect and triangulate based on RF and GPS the location the drone was launched or will land. In addition, five (5) cameras will be linked to the sensors to provide visuals to responding law enforcement as to the device description, & area observed. Hardware, wires, cables and antennas will be purchased as well. The total project cost is \$445,000.00 with a 25% match of \$111,250.00.
2. **Bridgeport Marine Rescue and Scuba Equipment Replacement (#24393)**: Funding is requested to upgrade and replace scuba and marine rescue equipment which has reached the end of its service life. This will include the purchase of five full sets of scuba equipment to outfit BPD members replacing recent retirees on the scuba unit, as well as various pieces of marine rescue equipment which are in need of replacement. The total project cost is \$111,685.00 with a 25% match of \$27,921.00.
3. **BFD Boat Crew Member Certification Training (#24389)**: Funding requested will be used to train 20 response personnel in NASBLA Boat Crew Member Certification. Grant funds will cover the cost of back fill for 20 officers over the 5-day course and management and administration. The total project cost is \$133,860.00 with a 25% match of \$33,465.00.

CONTRACT PERIOD: September 1, 2023 – August 31, 2024

FUNDING SOURCES (include matching funds):	
Federal:	\$ 517,909
State:	\$ 0
City:	\$ 172,636
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 53,883 (Backfill for 20 Firefighters)
Fringe:	\$ 16,122 (Fringe for 20 Firefighters)
Equipment:	\$ 413,014 (Scuba gear, marine rescue equipment, drone detection system)
Contractual:	\$ 30,000 (FD Training, ShotSpotter)
Supplies:	\$ 4,890 (Fuel and BPD materials)
Other:	\$ 0

MATCH REQUIRED-		
	CASH	IN-KIND
Source: EOC, PD & FD General fund		
Salaries:	\$ 17,961 (Backfill for 20 Firefighters)	\$ 0
Fringe:	\$ 5,374 (Fringe for 20 Firefighters)	
Equipment:	\$ 137,671 (Scuba gear, marine rescue equipment, drone detection system)	\$ 0
Contractual:	\$ 10,000 (FD Training)	\$ 0
Supplies:	\$ 1,630 (Fuel and BPD materials)	
Other:	\$ 3,804 (Management and Administration)	\$ 0

A Resolution by the Bridgeport City Council

Regarding the

**Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA)
Port Security Grant Program**

WHEREAS, the **Department of Homeland Security Federal Emergency Management Agency** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Department of Homeland Security Federal Emergency Management Agency Port Security Grant Program**; and

WHEREAS, funds under this grant will be used to support the support the security of the Port of Bridgeport; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to **FEMA** to build and sustain core capabilities across prevention, protection, mitigation, response, and recovery mission areas, with specific focus on addressing the security needs of the Port of Bridgeport; and

WHEREAS, funding from the **Department of Homeland Security Federal Emergency Management Agency Port Security Grant Program** will be used to fund the following projects

- Drone Detection System
- BPD Marine Rescue and Scuba Equipment Replacement
- BFD Boat Crew Member Certification Training

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it is cognizant of the City's grant application to and contract with **Department of Homeland Security Federal Emergency Management Agency** for the purpose of its **Port Security Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Central Grants Director**, to execute and file such application with **Department of Homeland Security Federal Emergency Management Agency** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

CITY OF BRIDGEPORT

OFFICE OF THE CITY ATTORNEY

Telephone (203) 576-7647
Facsimile (203)576-8252

CITY ATTORNEY
Mark T. Anastasi

999 Broad Street

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

Bridgeport, CT 06604-4328

ASSOCIATE CITY ATTORNEYS

Deborah M. Garskof
Michael C. Jankovsky
Richard G. Kaszak, Jr.
Bruce L. Levin
James T. Maye
John R. Mitola
Lawrence A. Ouellette, Jr.
Dina A. Scalo
Eroll V. Skyers



RECEIVED
CITY CLERKS OFFICE
23 MAY 31 PM 4: 32
ATTEST
CITY CLERK

May 31, 2023

Honorable City Council Members
Bridgeport City Council
c/o Lydia Martinez, City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RE: Referral of Plan of Districting Adopted by the Redistricting Commission on May 30, 2023, to the City Council for Amendment of Code of Ordinances, Section 2.06.010 to comply with the Commission's Plan and for Providing Suitable Polling Places in such Districts and Defining the Boundaries of the Area to be Served by Each Polling Place
FOR REFERRAL TO COMMITTEE ON ORDINANCE

Dear Council Members:

Kindly place the above-referenced matter on the Agenda for the June 5, 2023, Regular monthly meeting **FOR REFERRAL TO COMMITTEE ON ORDINANCE; and directing the Ordinance Committee to conduct a Special Meeting and a Public Hearing; and to report this matter back to the full City Council for action at its June 19, 2023, Regular meeting.**

EXECUTIVE SUMMARY

a. **Submission Title:** Request for REFFERAL TO COMMITTEE ON ORDINANCE of Plan of Districting Adopted by the Redistricting Commission on May 30, 2023, to the City Council for Amendment of Code of Ordinances, Section 2.06.010 to comply with the Commission's Plan, and for Providing Suitable Polling Places in such Districts and Defining the Boundaries of the Area to be served by each Polling Place.

b. Submitting Entity: Office of the City Attorney, on behalf of the Commission on Redistricting, pursuant to motion of the Commission on May 30, 2023.

c. Contact Persons: Associate City Attorney James T. Maye, Deputy City Attorney John P. Bohannon, Jr., and City Attorney Mark T. Anastasi, contact information above.

d. Approval Deadline: June 19, 2023, City Council meeting, due to Registrar of Voter schedules for the 2023 municipal elections.

e. Matter Summary: Plaintiffs City Clerk Lydia Martinez and City Council Member Maria Pereira sued the City of Bridgeport, Bridgeport City Council Majority Leader Jeanette Herron, Bridgeport Republican Registrar of Voters Linda A. Grace, Bridgeport Democratic Registrar of Voters Patricia A. Howard, and Bridgeport Town Clerk Charles D. Clemons Jr. Plaintiffs alleged in their lawsuit that the City Council failed to timely adopt, pursuant to Bridgeport Charter, Chapter 5, Section 2, a plan of districting (due to COVID-19 related census delays) following the most recent decennial census; and thereby acted without jurisdiction in redistricting the 10 City Council districts. The defendants denied these allegations, but on March 6, 2023, the City Council voluntarily agreed to appoint a Commission on Redistricting to adopt a Plan of Districting and to amend the BPT Code of Ordinances, Section 2.06.010 to comply with the Commission's Plan.

f. Council Action Requested: **At the June 5, 2023, meeting: (1) Refer this matter to the Committee on Ordinance; and (2) direct the Ordinance Committee to conduct a Special Meeting and a Public Hearing; and (3) direct the Ordinance Committee to report this matter back to the full City Council for action at its June 19, 2023, Regular meeting.**

g. Financial Impact Analysis: No material financial impact anticipated at this time.

h. Funding Budget-Line: N/A at this time.

i. Proposed Motion for the June 5, 2023 Meeting:

Motion to (1) Refer this matter to the Committee on Ordinance; and (2) direct the Ordinance Committee to conduct a Special Meeting and a Public Hearing; and (3) direct the Ordinance Committee to report this matter back to the full City Council for action at its June 19, 2023, Regular meeting.

Attached hereto are the following supporting documents:

Commission on Redistricting Exhibits introduced into the record

Brace Report on Bridgeport, CT Redistricting May 22, 2023

Bridgeport 2023 Redistricting-Ward (*aka* Council District) Changes

Change Map 1

Change Map 2

Change Map 3

Change Map 4

Bridgeport-Growth in City Ward Total Population [2010 to 2020 census] - 3 maps

Block Equivalence – Bridgeport Draft 2

Plan /Map of Districting (Plan 2) as amended, comprised of:

- Bridgeport 2023 Redistricting-Ward (aka Council District) Changes
- Change Map 1
- Change Map 2
- Change Map 3
- Change Map 4
- Block Equivalence – Bridgeport Draft 2

Note – In the event of conflict between the maps and the census block list, the census block list shall control.

Very truly yours,

Mark T. Anastasi
City Attorney

cc: Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
John P. Bohannon, Deputy City Attorney
James T. Maye, Associate City Attorney
Bruce R. Levin, Associate City Attorney

Brace Report on Bridgeport, CT Redistricting

May 27, 2023

The following is a report from Redistricting Consultant Kimball Brace and Election Data Services to the Bridgeport Redistricting Commission on our efforts in the city.

Election Data Services, Inc. was hired by the City of Bridgeport's Attorney's Office to coordinate, draw redistricting alternative plans and support the city's redistricting effort this decade. We served a similar role for the 2000 and 2010 round of redistricting in Bridgeport. Each decade we worked with members of the City Council to understand their districts and the neighborhoods within. Public testimony was taken at hearings and outside individuals were also encouraged to submit ideas on district boundaries. As in previous decades, members of Election Data Services' staff have been called upon to make presentations at hearings and meetings on the subject, including census data and geography along with redistricting law and procedural practices around the nation. This decade we also worked with the new Bridgeport Redistricting Commission which was implemented as part of a court settlement. Once the plan is adopted, we will, and have, worked with the Registrar's office to implement the plan through the adjustment of their street file in the voter registration system.

Since 1979, Election Data Services, Inc. (E.D.S. Inc.), has been actively involved in many aspects of the redistricting process around the nation, having gone through four full census and redistricting cycles. We have been a consultant to many state and local governmental organizations around the nation, providing strategic advice and consulting on redistricting matters, coordinating the development of extensive databases used in the redistricting process, creating and assisting others with the creation of districting plans, and analyzing many aspects of districts and district configurations. Over the past four decades, Election Data Services, Inc.'s redistricting clients have come from more than half the states and members of our team been called upon to provide reports, expert witness testimony, and assistance to attorneys in more than 75 different court cases.

A more extensive description of our redistricting work is shown in **Attachment A** to this report, including a review of President Kimball Brace efforts in the past five decades and his extensive vita (**Attachment B**).

When we were first approached by the city to again handle their redistricting for the 2020 cycle, we built a large database that combined Census geography (depicted in the Bureau's TIGER files) with Census demographic data (combining both the 2010 Census numbers and then the 2020 data when it was released). A more comprehensive description of this normal process is attached to this report (as **Attachment C**), including the treatment of racial and ethnic origin data in the Census. Most of the data reported in this report is based on the total population numbers reported by the Census Bureau. Total population is generally recognized as being the key data for the purpose of the "one-person, one-vote" equal districts calculations. Voting Age Population (VAP) is generally used in the evaluation of racial considerations in redistricting practices.

For a number of decades, the U.S. Census Bureau has a practice of counting persons where they have a usual residence. For the purposes of prisoners, this has meant these individuals were counted at the physical location of the prison. However, this decade, the Connecticut Legislature (as well as a number of other states) adopted a policy to handle prisoners differently and count them where they resided before being sent to prison. In adopting this policy change, the Legislatures utilized prison records they collected to determine the alternative address of the inmate, and then adjust the data to reflect this change. This resulted in census blocks containing prisons to reduce population size, while some residential blocks were adjusted upwards. Unfortunately, for Connecticut, the racial data for the prisoners was not deemed of sufficient quality, so only a change was made in the total population numbers but not to the racial data. As a result, for Connecticut, racial totals will not sum to the total population data, both on a numeric and percentage basis.

Once the database is built and the new census numbers are released, the first task of any redistricting process is to determine the population numbers and deviations of the previous decade's districts under the new census data. This information will help guide where, and by how much, the existing districts will need to change. Because the mapping software we use creates districts starting with number 1, we have converted the normal Bridgeport practice of calling their districts as 130 through 139 to be 131, 132, 133, etc., with district 10 being Bridgeport's 130. The tables and maps shown in this report show single digit district numbers, but the text in this report converts the numbers to the 130 series.

Besides Federal and state laws and court precedents, the Bridgeport City Charter (in Section 2(a)) provides additional guidance in creating the City's ten districts: "Such districts shall be established in conformity with provisions of the general law and by making each such district as equal in population to each other such district as possible, taking into consideration senate and assembly district lines and natural boundaries and divisions."

Before any redistricting work is done, the 2020 Census showed the total population for the City of Bridgeport to be 148,654. The state's adjustment of population for the prisoners added 706 persons to the city's count or a new total of 149,360. **Table 1** in this report shows the resulting ideal district size for 10 districts in the city (14,936) and what would be the acceptable population ranges under established practices according to the courts. Prior court decisions have found acceptable population deviation ranges that stay below a sum of ten percentage points. For Bridgeport, as shown in **Table 1**, this means each of the ten districts need to be between 14,189 and 15,683 when using the prisoner adjusted data.

The new 2020 population data before adjustment showed that population change is not uniform across the city (see **Map 1**). District 131 is the only district in the city that experienced an absolute loss in population from 2010 to 2020. All

other districts experienced an increase in population over the past 10 years, but that growth varied. District 139 increased the most in that time-period, adding 1,190 people or 8.34%. Districts 132 and 137 also experienced a better than 5% growth rate. District 138 only added 6 people in the decade or 0.04%, the lowest positive change in the city.

Combining the district's population data together with the ideal district size information allows the redistricter to see where changes need to take place within the city. **Map 2** in this report shows the raw number deviation for each of the districts under the original census population data (left side of map) and then the adjusted data for prisoners (right side of map). The maps show that districts 131 and 138 are the most underpopulated districts in the city. But they are bordered by the most overpopulated districts in the city (districts 139 and 135).

Converting the raw number deviations into percentages can be seen in **Map 3**. The color scheme for this map is designed to highlight those districts that fall outside the generally accepted deviations of 5 percent above and 5 percent below the ideal district size (hence the combined sum of 10 percent talked about by the courts). The darker shade of purple (above 5%) or gray (below 5%) are shown in the eastern most districts of the city. The other pattern that is observable is that the districts in the western side of the city are nearly all over-populated. From a redistricting point of view that means that the districts on the west need to shrink in size so that the districts in the east can expand and get additional population territory.

These tables demonstrate that the City of Bridgeport must redraw at least some of their districts because the existing district plan falls outside the generally accepted legal range of 10 percent (determined by adding the highest population deviation percentage together with the absolute value of the lowest population deviation percentage). The existing 2011 plan's total deviation is 10.4% with the unadjusted population data, and 12.2% with the prisoner-adjusted population

data. At the very least, districts 138 and 139, along with district 131 would need to change their configurations because they are above the 5% acceptable range.

Demographically, Bridgeport is a mixed city, with no single race or ethnic group possessing a majority of the population. **Table 2** shows the city's demographic characteristics in the 2020 Census while **Table 3** shows the same information for 2010. Comparing the data from the two decades shows that the Hispanic and African American population concentrations have increased at the expense of the White population. But the largest increase comes in the "Some Other Race" category, along with those persons marking "two or more" races.

This demographic information is shown for every census block in the city, which has been utilized in **Map 4** (attached to this report). The most solid colors in each color pattern show blocks that a majority of the population is connected with that racial/ethnic group, while the lighter shades show the racial/ethnic group that are plurality in that census block. Generally, the map shows the white population are most concentrated in the western side of the city, with African Americans in the northern and south-eastern sections of the city. The Hispanic populations tend to be concentrated in the middle of the city, stretching from the north-eastern section down to the south-western neighborhoods. This mix is also reflected in the city's ten districts. In only district 137 is there a majority of the population from a single race or ethnic group, that being Hispanic.

Commission on Redistricting Work

All of the above factors (population change, district deviations, and racial composition) form the basis for the Commission on Redistricting's work. Following our briefing of these factors and data to the Commission, members of the Commission in several meetings resolved to make the following changes to the districts. These changes are shown in map form where the previous district boundaries are shown in blue outline and the proposed district configuration is shown in color shading on the census blocks. The 2020 adjusted total population counts are the numbers in each census block in the map.

CHANGE 1 MAP – This map shows the four census blocks (with populations of 63, 61, 70 and 58 or a total of 252 people) that would be moved from the current district 132 into the new district 131. This brings down the excess population in district 132 in order to increase the underpopulated district 131's population and bring it into acceptable range. District 131 is still 524 people below the ideal district size, but it is now just 3.51% low and within the established 5% margin.

CHANGE 2 MAP – While district 135 is only slightly over populated and district 136 is slightly under populated (both within the 5% deviation range), the Commission was concerned about the appearance (or compactness) of the district boundaries. This was particularly the case on district 135's appendage into district 136, the bottom of which is composed of land of the Park Cemetery. The 224 people found by the Census Bureau in this block were not dead individuals, but instead those persons living in houses on the outside of Pond Street and Fairview Avenues. The Commission felt the 136th district would be better served by using Chopsey Hill Road as the district's northern boundary. This added 535 people to the 136th district but put it on the upper edge of the 5 percent range window. To help even out the two districts, the three census blocks (with populations of 72, 71 and 72 people, for a total of 215 people) were moved from the 136th district into the 135th district. Both districts are still slightly over populated, but within an acceptable range (district 135 -- +2.39% and district 136 -- +0.71%).

CHANGE 3 MAP – In order to deal with the excess population in district 139 and the under population in district 138, the Commission decided to add the census blocks with 61, 0, 217, 118, 192 and 268 people in them (for a total of 856 persons moved) into district 138 and out of district 139. District 138 is still slightly low in population, but only 110 under the ideal size (or -0.74%). This puts the district boundary further along Boston Ave (something desired by at least one speaker before the Commission) but the large populations in three of the remaining four blocks on the north side of Boston Ave would make district 138 one of the largest districts in the city.

The census block with 19 people in it is mainly composed of Harding High School (a polling place) but desired by the person representing district 138. I met with both party's Registrars in one of my trips to the city, who both said there is no large building on the south side of Boston Ave to handle the growing number of registered voters in that area. As someone who has been involved in election administration issues for the past 50 years, I am particularly sensitive to the problems experienced by other election administrators, especially moving a voting site out of the precinct it serves.

CHANGE 4 MAP – In a subsequent Commission meeting there was one further change made south of Boston Ave between districts 137 and 139. Ten years ago, this same area was pulled out of district 139 and given to district 137 to remove a political opponent. This year there was a desire to move back and use the river as the boundary between the two districts. This would move the census blocks with 64, 108 and 130 people within them, along with the four zero populated blocks along the river back into district 139. This change could be made without causing either of the two districts to fall outside the acceptable population range allowed by court precedent.

With the above four changes to the map for this decade, the overall plan deviation sits at 6.27%, well within the 10% margin generally accepted by the courts. Three districts (districts 3, 4, and 10) did not change at all during the redistricting process, retaining their original boundaries created last decade. Nearly all of the other districts improved their population equality calculation from those reported before redistricting was undertaken (only district 137 expanded their equality calculation, but it still stayed well within the accepted 10% range). The two districts that form this outer margin in the plan are districts 131 and 133. Attached to this report is **Table 4**, which shows the populations of each of the city's 10 districts, the population deviation from the ideal (in both raw and percentage terms) and the racial demographics of each district. All districts continue to be a majority combined-minority in both population and voting age population. District 137 continues to be a majority Hispanic seat, as it was before the changes brought about by this decade's census and resulting redistricting.

While there are probably dozens, if not hundreds of different ways to configure the ten districts in the City of Bridgeport, the plan that went through changes suggested by the Commission members could be considered as a “least change” plan and one that is consistent with established law & court proceedings. This plan creates a configuration that is more balanced in population than the plan that was created ten years ago. It also brings the population deviations into an acceptable range, according to court precedents, and does not harm minority voting rights so that they can continue to elect candidates of their choice. In addition, none of the current incumbents are moved out of their districts.

Under all the factors and considerations noted above, and based on the 2020 Census, it is my professional opinion that the plan known as Draft 2, as amended, is proper for adoption by the Commission, and sending it to the Council for their adoption.

Kimball Brace
Redistricting Consultant
Election Data Services, Inc.

BLOCK EQUIVLENCE -- BRIDGEPORT DRAFT 2

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ATTACHMENT A

Election Data Services, Inc.

Since 1979, Election Data Services, Inc. (E.D.S. Inc.), has been actively involved in many aspects of the redistricting process, having gone through four full census and redistricting cycles. We have been a consultant to many state and local governmental organizations around the nation, providing strategic advice and consulting on redistricting matters, coordinating the development of extensive databases used in the redistricting process, creating and assisting others with the creation of districting plans, and analyzing many aspects of districts and district configurations. Over the past four decades, Election Data Services, Inc.'s redistricting clients have come from more than half the states and members of our team been called upon to provide reports, expert witness testimony, and assistance to attorneys in more than 75 different court cases.

An example of Election Data Services, Inc.'s role in a jurisdiction's redistricting process is the State of Rhode Island, where the company has been responsible for coordinating all meetings and has testified at every meeting of their redistricting commission for the past three decades. In addition, it is our standard practice to meet with every state legislator of both parties, in both chambers, to review the member's district, its neighborhoods and the demographic characteristics of its voters. When the Census data is released, we conduct regional meetings around the state to review what the numbers mean for representation. We then work with legislative members, staff, and the general public to draw potential plan configurations. Plan alternatives are then taken to various parts of the state for further public input, in most instances in conjunction with the redistricting commission. In Rhode Island, the commission makes recommendations to the Legislature, who ultimately passes the plan as a piece of legislation.

Election Data Services, Inc. has also had extensive experience in a number of major metropolitan areas of the nation. Since 1980 we have assisted the City Council for the City of Chicago, IL in every redistricting each decade. This included creating the redistricting database, installing and utilizing redistricting software on local machines in city council chambers and working with councilpersons and staff to draft hundreds of redistricting plan concepts. We also set up the redistricting operation for New York City in 1990 and worked with council members that decade in drafting and finalizing a redistricting plan. We were involved in testifying in the City of Los Angeles about their redistricting plan

during the 1980s. A full set of all our redistricting involvement through out the decades can be found in Kimball Brace's vita, which is attached to this proposal.

Between decades, Election Data Services has contracted with several states to perform work to update Census Bureau TIGER files and draw and adjust precinct boundaries for submission to the Bureau. This has included addresses matching statewide voter registration files to decipher where precincts are located. This has included on-going work in both Rhode Island and Illinois for each of the past three decades.

E.D.S. Inc. has been providing redistricting services since before the advent of GIS redistricting software and was uniquely placed when GIS was introduced into the process. We developed our own redistricting software for the 1990 round of redistricting which was used in numerous state and local redistricting projects. We continued developing GIS software applications to help state governments compile precinct configurations for submission to the Census Bureau under P.L. 94-171 (whereby, census data was compiled by precinct for use in redistricting). During the 2000 and 2010 redistricting process we developed our own analysis software and utilized both major redistricting software packages, including AutoBound.

Since the early 1990s, E.D.S., Inc. has studied and issued yearly reports on the apportionment process as new population estimates have been released by the US Census Bureau and private demographic firms. We have become a staple for the press and others to cite when commenting on the impact of population shifts between different states. These reports can be found at our website: www.electiondataservices.com, under the "Research" tab. We have maintained a historical table back to 1789, along with decennial calculations conducted on Census data each decade from 1940 to current, as well as interim census estimates back to the early 1990s.

E.D.S. Inc. regularly collects election returns for every state in the nation. In 1992 we published a 500-page volume of county-level voter registration and voter turnout data, and election returns for the entire nation (*The Election Data Book: A Statistical Portrait of Voting in America, 1992* (Bernan Press, 1993)). While we only published the single volume, we have continued to compile an electronic county-level database for each general election since that time, which we sell to numerous institutions and organizations.

E.D.S. Inc. offers a wide variety of graphics services, from the creation of maps and posters to working with Census Bureau electronic mapping files. For

every election year since 1988, E.D.S. Inc. has produced a full color poster of the nationwide election results within days after the November general elections. This poster can be seen in most congressional offices and the White House and is sold worldwide.

Election Data Services, Inc. has been viewed by clients, the press, academics, and the general public as a research facility and consulting firm dealing with many aspects of the electoral process. Because of our specialization in redistricting, we have been hired by state and local governments across the nation to provide software, database development services, and consulting services for the creation of districting plans and the analysis of many aspects of the redistricting process.

In addition, the company provides assistance in the election administration field to state and local jurisdictions in such areas as precinct management, voter registration systems, and voting equipment evaluation. Since 1980, the company has also maintained a county and township level database of which voting equipment is used in every jurisdiction in the nation.

Kimball Brace

Kimball Brace has been president of Election Data Services, Inc. since he started the company in 1977. As a result, he has been involved in all of the past redistricting activities of the company, in most instances directing the focus and development of tasks, computer programs and research efforts as they relate to redistricting, reapportionment, the census, and election administration.

Mr. Brace frequently gives speeches to groups and organizations and participate in numerous conferences and panels on various aspects of apportionment, redistricting, and the census. Since the early 1980s, he has been a regular participant and speaker at annual and bi-annual meetings of the Task Force on Redistricting of the National Conference of State Legislatures ("NCSL"). He has also been on their faculty, as NCSL has conducted five regional "Get Ready for Redistricting" seminars each decade since 1980.

Mr. Brace was also appointed by the U.S. Secretary of Commerce to the 2010 Census Advisory Committee, a 20-person advisory board to the Director of the Census Bureau. In 2020 he was asked to be NCSL's representative on an on-going series of half-day small-group expert meetings, arranged by the Committee on National Statistics (CNSTAT), to delve deeply into and provide informal discussion/feedback with Census Bureau staff as they develop the differential

privacy-based Disclosure Avoidance System for the 2020 census. He was also sent by the U.S. State Department and the International Foundation for Electoral Systems (IFES) to the Central Asian country of Kazakstan to present a three-day workshop on redistricting. He has also been regularly called upon by members of the press with questions on redistricting, reapportionment, the census, election administration issues, and politics in general.

Over the past four decades, Mr. Brace has also been involved in many aspects of the election administration process. This includes assisting federal, state, and local governments in such areas as voting equipment evaluation and selection, improvements to voter registration systems, and maintenance of precincts and street files. Beginning in 2008, he has been a poll worker in Prince William County, VA where he lives. Because the state holds elections every year and due to his interest in all aspects of election administration, he has graduated to being "chief judge" in the precincts to which he has been assigned.

In 2012 the county experienced long lines at the polls on Election Day and he was appointed to a 20-person task force by the County Board of Supervisors to investigate the cause of the problems. Because of his data background, he compiled and analyzed all the data collected by the task force and presented updates at their bi-weekly meetings over the 5-month life of the task force. With the retirement of the County's General Registrar (director of elections for the county), he was asked to take over the 11-person office. While he declined the full-time job offer, he did agree to serve as the Acting General Registrar for four months while the county conducted a search for a full-time replacement. He has continued to be actively involved in election administration issues within the county since that time.

Following the 2000 Presidential election, Mr. Brace was called by 40 to 50 reporters a day to provide information and comment on the election administration field around the nation. He was also interviewed by NBC, CBS, ABC and CNN numerous times about the 2000 election controversy. In addition, he was retained by the Gore-Lieberman Campaign Committee and provided expert witness testimony about voting equipment in the Bush v. Gore lower court evidentiary hearing on December 2, 2000. In 2004, 2006 and 2008, he was a consultant to NBC News on election administration matters and provided on-air commentary on election night.

ATTACHMENT B

VITA

KIMBALL WILLIAM BRACE

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kbrace@electiondataservices.com or kbrace@aol.com

Kimball Brace is the president of Election Data Services Inc., a consulting firm that specializes in redistricting, election administration, and the analysis and presentation of census and political data. Mr. Brace graduated from the American University in Washington, D.C., (B.A., Political Science) in 1974 and founded Election Data Services in 1977.

Redistricting Consulting

Activities include software development; construction of geographic, demographic, or election databases; development and analysis of alternative redistricting plans; general consulting, and onsite technical assistance with redistricting operations.

Congressional and Legislative Redistricting

Arizona Independent Redistricting Commission: Election database, 2001

Arizona Legislature, Legislative Council: Election database, 2001

Colorado General Assembly, Legislative Council: Geographic, demographic, and election databases, 1990–91

Connecticut General Assembly

- Joint Committee on Legislative Management: Election database, 2001; and software, databases, general consulting, and onsite technical assistance, 1990–91
- Senate and House Democratic Caucuses: Demographic database and consulting, 2001

Florida Legislature, House of Rep.: Geographic, demographic, and election databases, 1989–92

Illinois General Assembly

- Speaker of House and Senate Minority Leader: Software, databases, general consulting, and onsite technical assistance, 2000–02,
- Speaker of House and President of Senate: Software, databases, general consulting, and onsite technical assistance, 2018-current, 2009-2012, 1990–92, and 1981-82

Iowa General Assembly, Legislative Service Bureau and Legislative Council: Software, databases, general consulting, and onsite technical assistance, 2000–01 and 1990–91

Kansas Legislature: Databases and plan development (state senate and house districts), 1989

(Redistricting Consulting, cont.)

Massachusetts General Court

- Senate Democratic caucus: Election database and general consulting, 2001–02
- Joint Reapportionment Committees: Databases and plan development (cong., state senate, and state house districts), 1991–93, 2010-2012

Michigan Legislature: Geographic, demographic, and election databases, 1990–92; databases and plan development (cong., state senate, and state house districts), 1981-82

Missouri Redistricting Commission: General consulting, 1991–92

Commonwealth of Pennsylvania: General consulting, 1992

Rhode Island General Assembly and Reapportionment Commissions

- Software, databases, plan development, and onsite assistance (cong., state senate, and state house districts), 2016- current, 2010-2012, 2001–02 and 1991–92
- Databases and plan development (state senate districts), 1982-83

State of South Carolina: Plan development and analysis (senate), U.S. Dept. of Justice, 1983–84

Local Government Redistricting

Orange County, Calif.: Plan development (county board), 1991–92

City of Bridgeport, Conn.: Databases and plan development (city council), 2011-2012 and 2002–03

Cook County, Ill.: Software, databases, and general consulting (county board), 2010-2012, 2001–02, 1992–1993, and 1989

Lake County, Ill.: Databases and plan development (county board), 2011 and 1981

City of Chicago, Ill.: Software, databases, general consulting, and onsite technical assistance (city wards), 2010-2012, 2001–02 and 1991–92

City of North Chicago, Ill.: Databases and plan development (city council), 1991 and 1983

City of Annapolis, Md.: Databases and plan development (city council), 1984

City of Boston, Mass.: Databases and plan development (city council), 2011-2012, 2001-2002, and 1993

City of New Rochelle, N.Y.: Databases and plan development (city council), 1991–92

City of New York, N.Y.: Databases and plan development (city council), 1990–91

Cities of Pawtucket, Providence, East Providence, and Warwick, and town of North Providence, R.I.: Databases and plan development (city wards and voting districts), 2011-2012, 2002

City of Woonsocket and towns of Charlestown, Johnston, Lincoln, Scituate and Westerly, R.I.: Databases and plan development (voting districts), 2011-2012, 2002; also Westerly 1993

City of Houston, Tex.: Databases and plan development (city council), 1979 — recommended by U.S. Department of Justice

City of Norfolk, Va.: Databases and plan development (city council), 1983–84 — for Lawyers' Committee for Civil Rights

(Redistricting Consulting, cont.)

Virginia Beach, Va.: Databases and plan development (city council), 2011-2012, 2001-02, 1995, and 1993

Other Activities

International Foundation for Electoral Systems (IFES) and U.S. Department of State: redistricting seminar, Almaty, Kazakhstan, 1995

Library of Congress, Congressional Research Service: Consulting on reapportionment, redistricting, voting behavior and election administration

National Conference of State Legislatures (NCSL): Numerous presentations on variety of redistricting and election administration topics, 1980 - current

Election Administration Consulting

Activities include seminars on election administration topics and studies on voting behavior, voting equipment, and voter registration systems.

Prince William County, VA:

2013 – Appointed by Board of County Supervisors to 15 member Task Force on Long Lines following 2012 election. Asked and appointed by County's Electoral Board to be Acting General Registrar for 5-month period between full-time Registrars.

2008 - current – poll worker and now chief judge for various precincts in county

U.S. Election Assistance Commission (EAC): Served as subcontractor to prime contractors who compiled survey results from 2008 and 2010 Election Administration and Voting Survey.

U.S. Election Assistance Commission (EAC): Compile, analyze, and report the results of a survey distributed to state election directors during FY-2007. Survey results were presented in the following reports of the EAC: *The Impact of the National Voter Registration Act of 1993 on the Administration of Elections for Federal Office, 2005-2006, A Report to the 110th Congress*, June 30, 2007; *Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA), Survey Report Findings*, September, 2007; and *The 2006 Election Administration and Voting Survey, A Summary of Key Findings*, December, 2007.

U.S. Election Assistance Commission (EAC): Compile, analyze, and report the results of three surveys distributed to state election directors during FY-2005: Election Day, Military and Overseas Absentee Ballot (UOCAVA), and Voter Registration (NVRA) Surveys. Survey results were presented in the following reports: *Final Report of the 2004 Election Day Survey*, by Kimball W. Brace and Dr. Michael P. McDonald, September 27, 2005; and *Impact of the National Voter Registration Act of 1993 on the Administration of Elections for Federal Office, 2003-2004, A Report to the 109th Congress*, June 30, 2005.

Rhode Island Secretary of State: Verification of precinct and district assignment codes in municipal registered voter files and production of street files for a statewide voter registration database, on-going maintenance of street file, 2004-2006, 2008-2014, 2016-2017.

Rhode Island Secretary of State, State Board of Elections & all cities & towns: production of precinct maps statewide, 2012, 2002, 1992

(Election Administration Consulting, cont.)

District of Columbia, Board of Elections and Ethics (DCBOEE): Verification of election ward, Advisory Neighborhood Commission (ANC), and Single-Member District (SMD) boundaries and production of a new street locator, 2003. Similar project, 1993.

Harris County, Tex.: Analysis of census demographics to identify precincts with language minority populations requiring bilingual assistance, 2002–03

Cook County, Ill., Election Department and Chicago Board of Election Commissioners:

- Analysis of census demographics to identify precincts with language minority populations requiring bilingual assistance, 2019, 2010-2013, 2002–03
- Study on voting equipment usage and evaluation of punch card voting system, 1997

Chicago Board of Election Commissioners: Worked with Executive Director & staff in Mapping Dept. to redraw citywide precincts, eliminate over 600 to save costs, 2011-12
Library of Congress, Congressional Research Service: Nationwide, biannual studies on voter registration and turnout rates, 1978–2002

U.S. General Accounting Office (GAO), U.S. Dept. of Justice, and numerous voting equipment vendors and media: Data on voting equipment usage throughout the United States, 1980–present

Needs assessments and systems requirement analyses for the development of statewide voter registration systems:

- Illinois State Board of Elections: 1997
- North Carolina State Board of Elections, 1995
- Secretary of Commonwealth of Pennsylvania, 1996

Federal Election Commission, Office of Election Administration:

- Study on integrating local voter registration databases into statewide systems, 1995
- Nationwide workshops on election administration topics, 1979–80
- Study on use of statistics by local election offices, 1978–79

Cuyahoga County, Ohio, Board of Elections: Feasibility study on voting equipment, 1979

Winograd Commission, Democratic National Committee: Analysis of voting patterns, voter registration and turnout rates, and campaign expenditures from 1976 primary elections

Mapping and GIS

Activities include mapping and GIS software development (geographic information systems) for election administration and updating TIGER/Line files for the decennial census.

2000 Census Transportation Planning Package (CTPP), 1998–99: GIS software for the U.S. Department of Transportation to distribute to 400 metropolitan planning organizations (MPOs) and state transportation departments for mapping traffic analysis zones (TAZs) for the 2000 census; provided technical software support to MPOs

Census 2000, 2010 and 2020 Redistricting Data Program, Block Boundary Suggestion Project (Phase 1) and Voting District Project (Phase 2), 1995–99: GIS software and provided software, databases, and technical software support to the following program participants:

- Alaska Department of Labor
- Connecticut Joint Committee on Legislative Management

(Mapping & GIS Support, cont.)

- Illinois State Board of Elections
- Indiana Legislative Services Agency
- Iowa Legislative Service Bureau

- New Mexico Legislative Council Service
- Rhode Island General Assembly
- Virginia Division of Legislative Services

Developed PRECIS® Precinct Information System—GIS software to delineate voting precinct boundaries—and delivered software, databases, and technical software support to the following state and local election organizations (with date of installation):

- Cook County, Ill., Department of Elections (1993)
- Marion County, Fla., Supervisor of Elections (1995)
- Berks County Clerk, Penn. (1995)
- Hamilton County, Ohio, Board of Elections (1997)
- Brevard County, Fla., Supervisor of Elections (1999)
- Osceola County, Fla., Supervisor of Elections (1999)
- Multnomah County, Ore, Elections Division (1999)
- Chatham County, Ga., Board of Elections (2000)
- City of Chicago, Ill., Board of Election Commissioners (2000)
- Mahoning County, Ohio, Board of Elections (2000)
- Iowa Secretary of State, Election and Voter Registrations Divisions (2001)
- Woodbury County, Iowa, Elections Department (2001)
- Franklin County, Ohio, Board of Elections (2001)
- Cobb County, Ga., Board of Elections and Voter Registration (2002)

Illinois State Board of Elections, Chicago Board of Election Commissioners, and Cook County Election Department: Detailed maps of congressional, legislative, judicial districts, 1992

Associated Press: Development of election night mapping system, 1994

Litigation Support

Activities include data analysis, preparation of court documents and expert witness testimony. Areas of expertise include the census, demographic databases, district compactness and contiguity, racial bloc voting, communities of interest, and voting systems. Redistricting litigation activities also include database construction and the preparation of substitute plans.

State of Alabama vs. US Department of Commerce, et al (2019-2020) apportionment & citizenship data

NAACP vs. Denise Merrill, CT Secretary of State, et al (2019-2020) state legislative redistricting and prisoner populations

Latasha Holloway, et al. v. City of Virginia Beach, VA (2019) city council redistricting

Joseph V. Aguirre vs. City of Placentia, CA (2018-2019), city council redistricting

Davidson, et al & ACLU of Rhode Island vs. City of Cranston, RI (2014-16), city council & school committee redistricting with prisoner populations.

(Litigation Support, cont.)

Navaho Nation v. San Juan County, UT (2014-17) county commissioner & school board districts.

Michael Puyana vs. State of Rhode Island (2012) state legislature redistricting

United States of America v. Osceola County, Florida, (2006), county commissioner districts.

Deeds vs McDonnell (2005), Va. Attorney General Recount

Indiana Democratic Party, et al., v. Todd Rokita, et al. (2005), voter identification.

Linda Shade v. Maryland State Board of Elections (2004), electronic voting systems

Gongaley v. City of Aurora, Ill. (2003), city council districts

State of Indiana v. Sadler (2003), ballot design (city of Indianapolis-Marion County, Ind.)

Peterson v. Borst (2002–03), city-council districts (city of Indianapolis-Marion County, Ind.)

New Rochelle Voter Defense Fund v. City of New Rochelle, City Council of New Rochelle, and Westchester County Board Of Elections (2003), city council districts (New York)

Charles Daniels and Eric Torres v. City of Milwaukee Common Council (2003), council districts (Wisconsin)

The Louisiana House of Representatives v. Ashcroft (2002–03), state house districts

Camacho v. Galvin and Black Political Caucus v. Galvin (2002–03), state house districts (Massachusetts)

Latino Voting Rights Committee of Rhode Island, et al., v. Edward S. Inman, III, et al. (2002–03), state senate districts

Metts, v. Harmon, Almond, and Harwood, et al. (2002–03), state senate districts (Rhode Island)

Joseph F. Parella, et al. v. William Irons, et al. (2002–03), state senate districts (Rhode Island)

Jackson v. County of Kankakee (2001–02), county commissioner districts (Illinois)

Corbett, et al., v. Sullivan, et al. (2002), commissioner districts (St Louis County, Missouri)

Harold Frank, et al., v. Forest County, et al. (2001–02), county commissioner districts (Wisc.)

Albert Gore, Jr., et al., v. Katherine Harris as Secretary of State, State of Florida, et al., and The Miami Dade County Canvassing Board, et al., and The Nassau County Canvassing Board, et al., and The Palm Beach County Canvassing Board, et al., and George W. Bush, et al (2000), voting equipment design — Leon County, Fla., Circuit Court hearing, December 2, 2000, on disputed ballots in Broward, Volusia, Miami-Dade, and Palm Beach counties from the November 7, 2000, presidential election.

Barnett v. Daley/PACI v. Daley/Bonilla v. Chicago City Council (1992–98), city wards

Donald Moon, et al. v. M. Bruce Meadows, etc and Curtis W. Harris, et al. (1996–98), congressional districts (Virginia)

Melvin R. Simpson, et al. v. City of Hampton, et al. (1996–97), city council districts (Va.)

Vera vs. Bush (1996), Texas redistricting

Litigation Support, cont.)

In the Matter of the Redistricting of Shawnee County Kansas and Kingman, et al. v. Board of County Commissioners of Shawnee County, Kansas (1996), commissioner districts

Vecinos de Barrio Uno v. City of Holyoke (1992–96), city council districts (Massachusetts)

Torres v. Cuomo (1992–95), congressional districts (New York)

DeGrandy v. Wetherell (1992–94), congressional, senate, and house districts (Florida)

Johnson v. Miller (1994), congressional districts (Georgia)

Jackson, et al v Nassau County Board of Supervisors (1993), form of government (N.Y.)

Gonzalez v. Monterey County, California (1992), county board districts

LaPaille v. Illinois Legislative Redistricting Commission (1992), senate and house districts

Black Political Task Force v. Connolly (1992), senate and house districts (Massachusetts)

Nash v. Blunt (1992), house districts (Missouri)

Fund for Accurate and Informed Representation v. Weprin (1992), assembly districts (N.Y.)

Mellow v. Mitchell (1992), congressional districts (Pennsylvania)

Phillip Langsdon v. Milsaps (1992), house districts (Tennessee)

Smith v. Board of Supervisors of Brunswick County (1992), supervisor districts (Virginia)

People of the State of Illinois ex. rel. Burris v. Ryan (1991–92), senate and house districts

Good v. Austin (1991–92), congressional districts (Michigan)

Neff v. Austin (1991–92), senate and house districts (Michigan)

Hastert v. Illinois State Board of Elections (1991), congressional districts

Republican Party of Virginia et al. v. Wilder (1991), senate and house districts

Jamerson et al. v. Anderson (1991), senate districts (Virginia)

Ralph Brown v. Iowa Legislative Services Bureau (1991), redistricting database access

Williams, et al. v. State Board of Election (1989), judicial districts (Cook County, Ill.)

Fifth Ward Precinct 1A Coalition and Progressive Association v. Jefferson Parish School Board (1988–89), school board districts (Louisiana)

Michael V. Roberts v. Jerry Wamser (1987–89), St. Louis, Mo., voting equipment

Brown v. Board of Commissioners of the City of Chattanooga, Tenn. (1988), county commissioner districts

Business Records Corporation v. Ransom F. Shoup & Co., Inc. (1988), voting equip. patent

East Jefferson Coalition for Leadership v. The Parish of Jefferson (1987–88), parish council districts (Louisiana)

Buckanaga v. Sisseton School District (1987–88), school board districts (South Dakota)

Griffin v. City of Providence (1986–87), city council districts (Rhode Island)

(Litigation Support, cont.)

- United States of America v. City of Los Angeles* (1986), city council districts
Latino Political Action Committee v. City of Boston (1984–85), city council districts
Ketchum v. Byrne (1982–85), city council districts (Chicago, Ill.)
State of South Carolina v. United States (1983–84), senate districts — U.S. Dept. of Justice
Collins v. City of Norfolk (1983–84), city council districts (Virginia) — for Lawyers' Committee for Civil Rights
Rybicki v. State Board of Elections (1981–83), senate and house districts (Illinois)
Licht v. State of Rhode Island (1982–83), senate districts (Rhode Island)
Agerstrand v. Austin (1982), congressional districts (Michigan)
Farnum v. State of Rhode Island (1982), senate districts (Rhode Island)
In Re Illinois Congressional District Reapportionment Cases (1981), congressional districts

Publications

- "EAC Survey Sheds Light on Election Administration", *Roll Call*, October 27, 2005 (with Michael McDonald)
- Developing a Statewide Voter Registration Database: Procedures, Alternatives, and General Models*, by Kimball W. Brace and M. Glenn Newkirk, edited by William Kimberling, (Washington, D.C.: Federal Election Commission, Office of Election Administration, Autumn 1997).
- The Election Data Book: A Statistical Portrait of Voting in America*, 1992, Kimball W. Brace, ed., (Bernan Press, 1993)
- "Geographic Compactness and Redistricting: Have We Gone Too Far?", presented to Midwestern Political Science Association, April 1993 (with D. Chapin and R. Niemi)
- "Whose Data is it Anyway: Conflicts between Freedom of Information and Trade Secret Protection in Redistricting", *Stetson University Law Review*, Spring 1992 (with D. Chapin and W. Arden)
- "Numbers, Colors, and Shapes in Redistricting," *State Government News*, December 1991 (with D. Chapin)
- "Redistricting Roulette," *Campaigns and Elections*, March 1991 (with D. Chapin)
- "Redistricting Guidelines: A Summary", presented to the Reapportionment Task Force, National Conference on State Legislatures, November 9, 1990 (with D. Chapin and J. Waliszewski)
- "The 65 Percent Rule in Legislative Districting for Racial Minorities: The Mathematics of Minority Voting Equality," *Law and Policy*, January 1988 (with B. Grofman, L. Handley, and R. Niemi)
- "Does Redistricting Aimed to Help Blacks Necessarily Help Republicans?" *Journal of Politics*, February 1987 (with B. Grofman and L. Handley)

"New Census Tools," *American Demographics*, July/August 1980

Professional Activities

Member, Task Force on Long Lines in 2012 Election, Prince William County, VA

Member, 2010 Census Advisory Committee, a 20-member panel advising the Director of the Census on the planning and administration of the 2010 census.

Delegate, Second Trilateral Conference on Electoral Systems (Canada, Mexico, and United States), Ontario, Canada, 1995; and Third Trilateral Conference on Electoral Systems, Washington, D.C., 1996

Member, American Association of Political Consultants

Member, American Association for Public Opinion Research

Member, American Political Science Association

Member, Association of American Geographers, Census Advisory Committee

Member Board of Directors, Association of Public Data Users

Member, National Center for Policy Alternatives, Voter Participation Advisory Committee

Member, Urban and Regional Information Systems Association

Historical Activities

Member, Manassas Battlefield Trust Board Member, 2018 -- current

Member, Historical Commission, Prince William County, VA., 2015 – current. Elected Chairman in 2017, re-elected 2018

Member of Executive Committee & head of GIS Committee, Bull Run Civil War Round Table, Centerville, VA. 2015 – current

Member, Washington Capitals Fan Club, Executive Board 2017 -- current

February, 2020

ATTACHMENT C

Redistricting Databases

Over the past 44 years Election Data Services, Inc. has compiled extensive databases for use in the redistricting process and redistricting and voting rights court cases in many different states and localities. These databases form the heart of the redistricting process, but also are an essential building block for racial bloc

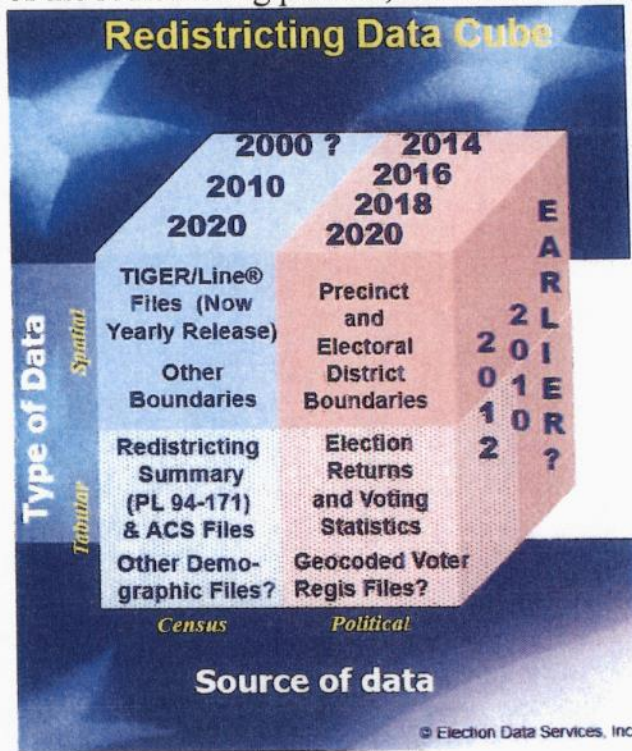


Figure 1

element of the data cube, shown in the upper left side of the cube (i.e., type of data: spatial; source of data: Census).

The TIGER files are actually massive databases in themselves and encompass all the lines that one sees on a map. These lines or “segments” are depicted with a latitude and a longitude coordinate point at the beginning and end of each line segment. These line segments have no population data associated with them, but they do have an extensive set of other attribute information. For example, each line segment has information about whether it is a stream, road, railroad, or power line, etc. If the segment is a road or stream, there is also

voting analysis. Generally, these databases merge four different elements through the use of geography. Over the past four decades Mr. Brace has spoken before many groups and courts about what he terms the “redistricting data cube”. The sketch to the left depicts that cube.

Redistricting issues always deal with territory. In previous decades, the Census Bureau depicted data collection areas on paper maps. In 1990, the Bureau was able to create an electronic map of the entire country, called the Topologically Integrated Geographic Encoding and Referencing system, or TIGER. Census geography in the form of TIGER files becomes the **first**

information about its name. If the segment is a road, there is also information in many instances about address ranges.

All line segments have geographic codes that identify the census tract and block on the left and right sides of the line. If one were to travel along a series of line segments and make a right turn at the end of each segment onto an intersecting line segment, one would eventually return to the starting point. Upon arrival at the starting point, one would be “closing” a polygon. This resulting polygon would form the basic census block. Census blocks are linked to block-level population and demographic data, but these numeric data are not in the TIGER files.

This numeric data, the **second element in the data cube** (lower left of the cube), is reported by the Census Bureau after each decennial census and consists of population and demographic counts associated with each census tract and block in each state. This data is first released for redistricting purposes in a computer file called the Census Redistricting (PL 94–171) Summary File. For each census tract and block there are both total population and voting age population (18 years old and over) counts, along with sub-counts of the different racial and Hispanic origin categories tabulated by the Census Bureau. For the first time in the 2000 Census, persons could choose multiple racial or ethnic origins, which caused the PL 94–171 population files to expand from 12 columns of data in 1990 to 291 columns of data in 2000 and 2010. Despite this seemingly massive amount of data, it is generally not until the year ending in a “2” when more detailed demographic data, such as income or education information, is released by the Census Bureau.

The availability of the Census Bureau’s PL94-171 population data files is still undetermined as of 2/9/2021. It is our understanding in discussions with Bureau staff that the release of the PL files will again be delayed in an announcement expected by this Friday. We understand that the PL files may not be released until August or September of 2021, which will pose major problems for being able to meet the state’s redistricting deadlines.

These two Census computer files (TIGER and PL) form the heart of any redistricting effort and are absolutely necessary for drawing and analyzing districts.

If one wishes to perform an electoral analysis of voting behavior for a given area, election returns are required. This is the **third element in the data cube** (lower right of cube). In the past these returns had to be collected from each county in a state, although more states are centralizing that collection effort. However, when redistricting deals with local contests, returns from multiple years must be collected from local election offices and, if not in electronic form, must be

keypunched to perform the analysis. State of Michigan is extremely fortunate in that the County's election office makes precinct level returns available on their website for all years and all contests.

Election returns alone are not enough to do racial voting or political analysis that is required in a redistricting and/or court case setting. One must know where the election returns come from—that is, from what part of a county or city. This is where the **fourth element of the data cube** (upper right of cube) — precinct maps — comes into play. Precinct maps for each election year must be collected and analyzed to determine the extent of change since the previous year.

It is standard practice across the United States for county governments to make massive precinct changes subsequent to statewide redistricting that occur in the years ending in "1" and "2". In addition, many larger jurisdictions change precinct boundaries on a regular basis as population shifts occur or there is a need to relocate a polling place. As a result, to analyze election contests that occur over time, one must determine the makeup of each precinct in each election in which the contests were held.

Election Data Services, Inc. has been collecting precinct maps from around the nation since the early 1980s. To study racial bloc voting or perform other types of electoral analysis, the racial makeup of each precinct needs to be determined and matched up with election returns. Unfortunately, the Census Bureau reports demographic data for only those precincts that were in existence in the year ending with "8" before the decennial census is conducted. To merge racial demographic data from the Census Bureau with the configuration of the precincts used in each election over the decade, one must overlay the precinct map boundaries that existed in each election on top of the census geographic boundaries.

It is our understanding that the State of Michigan does have precinct boundaries in the state's Center for Shared Solutions (CSS) back to the 2014 election. EDS will need to test these boundaries and make sure they match up with the election returns from the Secretary of State's office. In addition, we will need to determine whether the precinct boundaries will match up with the final TIGER geography for the 2020 Census, files of which are only now being released by the Bureau. (Michigan files were not on the Bureau's website as of 2/9/2021.)

Election Data Services, Inc. has developed computer programs to assist with this process, whereby an operator assigns census tracts and blocks to individual precincts using GIS technology. Once this block-to-precinct equivalency has been developed, additional computer programs can tally up the census demographic and

racial data from the blocks to the precinct summary level. E.D.S. Inc. has loaded these files into various computer databases compiled over the years for such analysis.

Election Data Services, Inc. has spent thousands of hours of staff time compiling extensive databases of state and local election returns and combining the geography of precincts with census geography. A database that matches precinct election returns with the demographic composition of the precincts as reported by the Census is required to conduct an analysis of voting patterns by race/ethnicity. These types of databases are the central component necessary to determine the extent to which racial groups vote differently or the same. Combining all of this information creates a massive database that is internal to Election Data Services, Inc. Additional programs have been created to extract individual election contests from the massive internal database and format them into smaller ASCII datasets that can be read by statistical software programs, such as SPSS, S-Plus, or "R" used to perform racial bloc voting analyses.

Census Data Analysis and Compilation

As noted earlier, census data is one of the major elements of the "datacube." With regard to demographic information and race, the 2010 Census asked, and the 2020 Census is asking, each individual two major questions. First, they asked whether the person was

Hispanic or not (the Census Bureau has not considered Hispanic as being a race).

The actual Hispanic question in the questionnaire for 2020 appeared as noted in Figure 2, to the right. Second, they asked the person's race. This is shown in

Figure 3, below. This two-part question format has been used since Hispanic origin was first asked of every individual in 1980.

Is this person of Hispanic, Latino, or Spanish origin?

- No, not of Hispanic, Latino, or Spanish origin
- Yes, Mexican, Mexican Am., Chicano
- Yes, Puerto Rican
- Yes, Cuban
- Yes, another Hispanic, Latino, or Spanish origin -- Print, for example, Salvadoran, Dominican, Colombian, Guatemalan, Spaniard, Ecuadorian, etc.

Figure 2

Since 1980 the Census Bureau has taken the results of the race question

What is this person's race?

Mark one or more boxes **AND** print origins.

White – Print, for example, German, Irish, English, Italian, Lebanese, Egyptian, etc.

Black or African Am. – Print, for example, African American, Jamaican, Haitian, Nigerian, Ethiopian, Somali, etc.

American Indian or Alaska Native – Print name of enrolled or principal tribe(s), for example, Navajo Nation, Blackfeet Tribe, Mayan, Aztec, Native Village of Barrow Inupiat Traditional Government, Nome Eskimo Community, etc.

<input type="checkbox"/> Chinese	<input type="checkbox"/> Vietnamese	<input type="checkbox"/> Native Hawaiian
<input type="checkbox"/> Filipino	<input type="checkbox"/> Korean	<input type="checkbox"/> Samoan
<input type="checkbox"/> Asian Indian	<input type="checkbox"/> Japanese	<input type="checkbox"/> Chamorro
<input type="checkbox"/> Other Asian – Print, for example, Pakistani, Cambodian, Hmong, etc. <input type="checkbox"/>	<input type="checkbox"/> Other Pacific Islander – Print, for example, Tongan, Fijian, Marshalese, etc. <input type="checkbox"/>	

Some other race – Print race or origin.

Figure 3

and created counts of five major racial groups along with a catch-all of “some other race”. The five major racial groups were “white”, “black or African-American”, “American American Indian or Alaska Native”, “Asian” (which combined the answers of Asian American Indian, Chinese, Filipino, Korean, Japanese, Vietnamese, and Other Asian), and “Native Hawaiian or Other Pacific Islander” (which combined the answers of Pacific Islander, Native Hawaiian, Guamanian or Chamorro, Samoan, and Other Pacific Islander). Traditionally, these five major racial groups, along with “some other race” would add to 100% or the total population reported by the census. The 2020 Census allowed more space for individuals to

include ancestry answers as write-ins as a way of clarifying their race, but the data on ancestry will not be released until later in the decade, long after redistricting.

The Census Bureau also asked individuals whether they were of Hispanic origin. Because the Census Bureau and the federal government for each of the last four censuses have concluded that “Hispanic Origin” is not a racial category (anyone of any race can also be Hispanic), the Census Bureau provides cross-tabulations in its PL 94-171 data tables. Utilizing these cross-tabulations, Election

Data Services, Inc. has traditionally developed its datasets by showing Hispanic Origin as if it were a race, and then removing Hispanics from the individual racial data. As such, we report Non-Hispanic White, instead of White; Non-Hispanic Black, instead of Blacks; Non-Hispanic Asian; instead of Asians; and so-forth. When the racial data and Hispanic Origin are reported in this manner, the groups add to 100 percent of the population.

Post census studies have shown that Hispanics have tended to divide their racial designation mainly between “Some other race” and “white” in roughly equal proportions. As a result, when we take out Hispanics from their relative racial groups in order to treat Hispanic as if it was a race, then the largest decreases occur in both the “White” and the “Some Other Race” categories.

The 2000 and 2010 censuses were a marked departure from earlier censuses on the reporting of racial data. In previous decades, individuals answering the Census were supposed to mark only one racial category. However, beginning with the 2000 Census, individuals could mark any number of racial categories (as many as all six), mainly due to the growth of multi-racial families in American society. This produced unique data issues concerning racial breakdowns and how they were reported. As one of the very few organizations involved in redistricting around the nation, Election Data Services, Inc. was closely involved with census personnel in researching and understanding the ramifications of the new data structures.

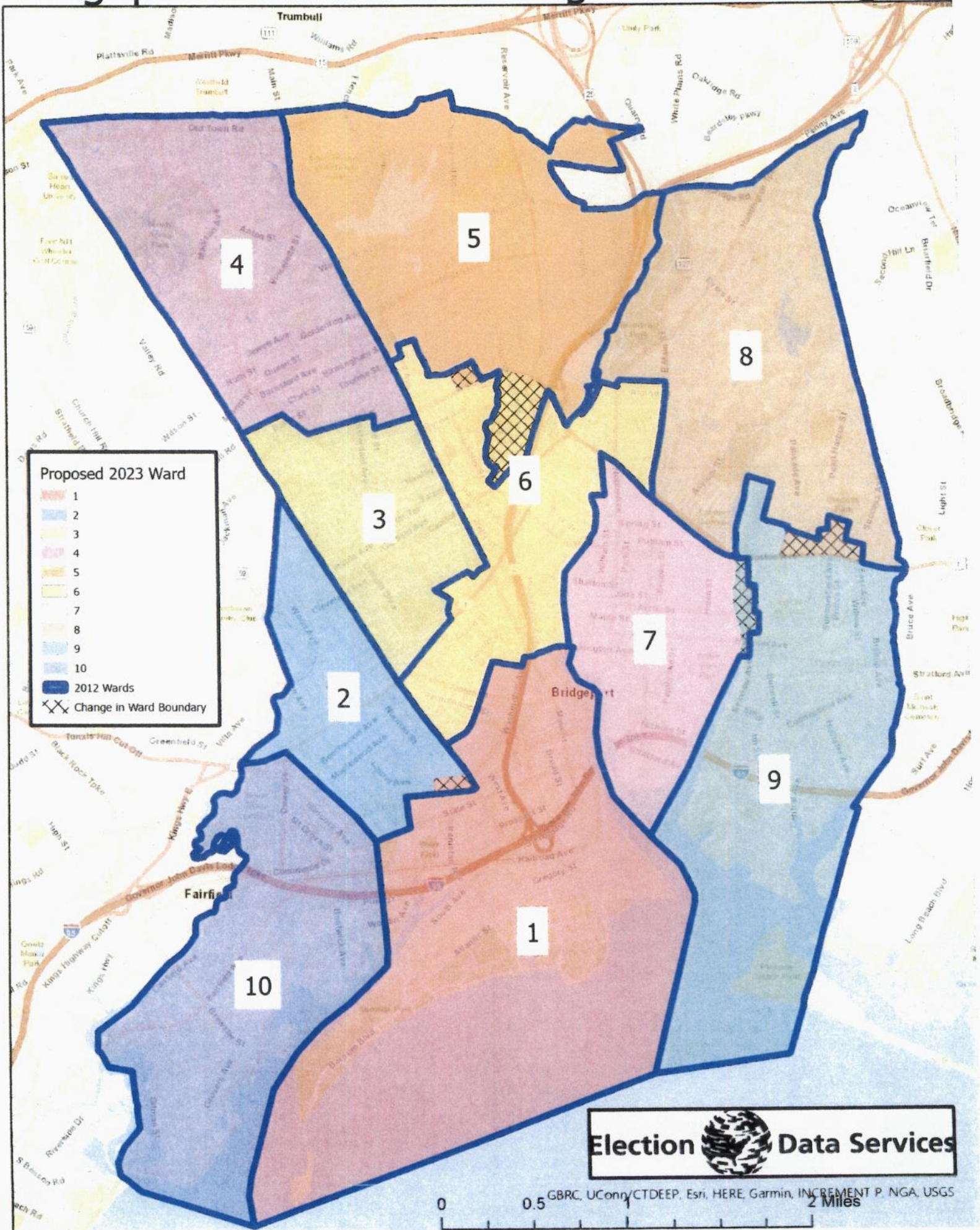
There are three basic ways to calculate the racial breakdowns for the 2000 and 2010 census. The first is to exclude any individuals who have marked more than one racial category from the basic racial definitions and put these individuals into a separate “multiple-race” category. This tends to create a bottom level of racial categorization for individual race groups, but one that is more compatible with the numbers that were reported in previous censuses. Election Data Services, Inc. designated these categories as “**Race-Along**” and they occupy tab or table 1 in many of our reports.

The second method of calculation is to include in the individual race groups any individual who marked that race group alone, plus any individual who marked that race group in combination with any other racial group(s). This produces the maximum number of individuals in each racial group, but it also means that the totals of all racial groups added together will result in more than 100 percent of the population being reported. Election Data Services designated these categories as “**Combo**” or “**Max**” and they occupy tab or table 2 in many of our reports

The third method of calculation was recommended by the Federal Office of Management and Budget (OMB). In a Federal Register notice published in March 2000 (at the tail end of the Clinton administration), OMB laid out how federal agencies should use racial data from the 2000 Census (no fundamental change was made in this directive for the 2010 Census). In essence, the OMB recommended that any individuals who marked themselves as both “White” and some other minority race, should be counted as part of that other minority race. This increased the numbers reported for the racial groups above the “race-alone” categories, but actually excluded individuals who marked themselves as being in two different minority groups. We have found in our research that this method of calculation tends to fall in between the other two methods. Election Data Services, Inc. designates these categories as “**OMB**” and they occupy tab or table 3 in many of our data reports.

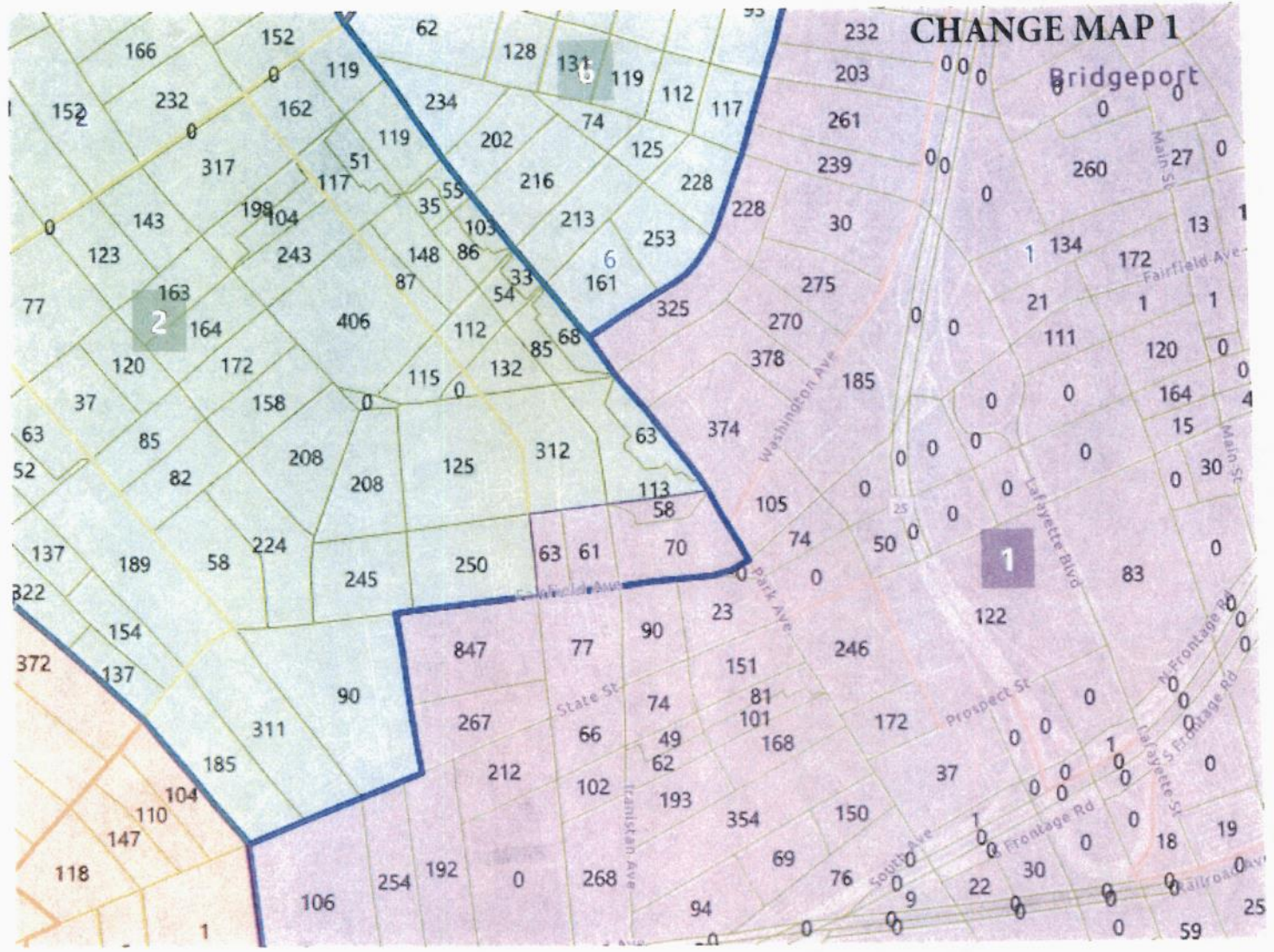
Election Data Services’s standard dataset incorporates all three methods of calculating racial data from the 2000 and 2010 censuses. This will continue for the 2020 Census, as the Census Bureau announced two years ago that the same basic data will be used when they published the PL file for 2020. Producing and reporting population counts based on all three calculation methods allows us to compare the different methods and how district configurations are affected over three decades.

Bridgeport 2023 Redistricting - Ward Changes

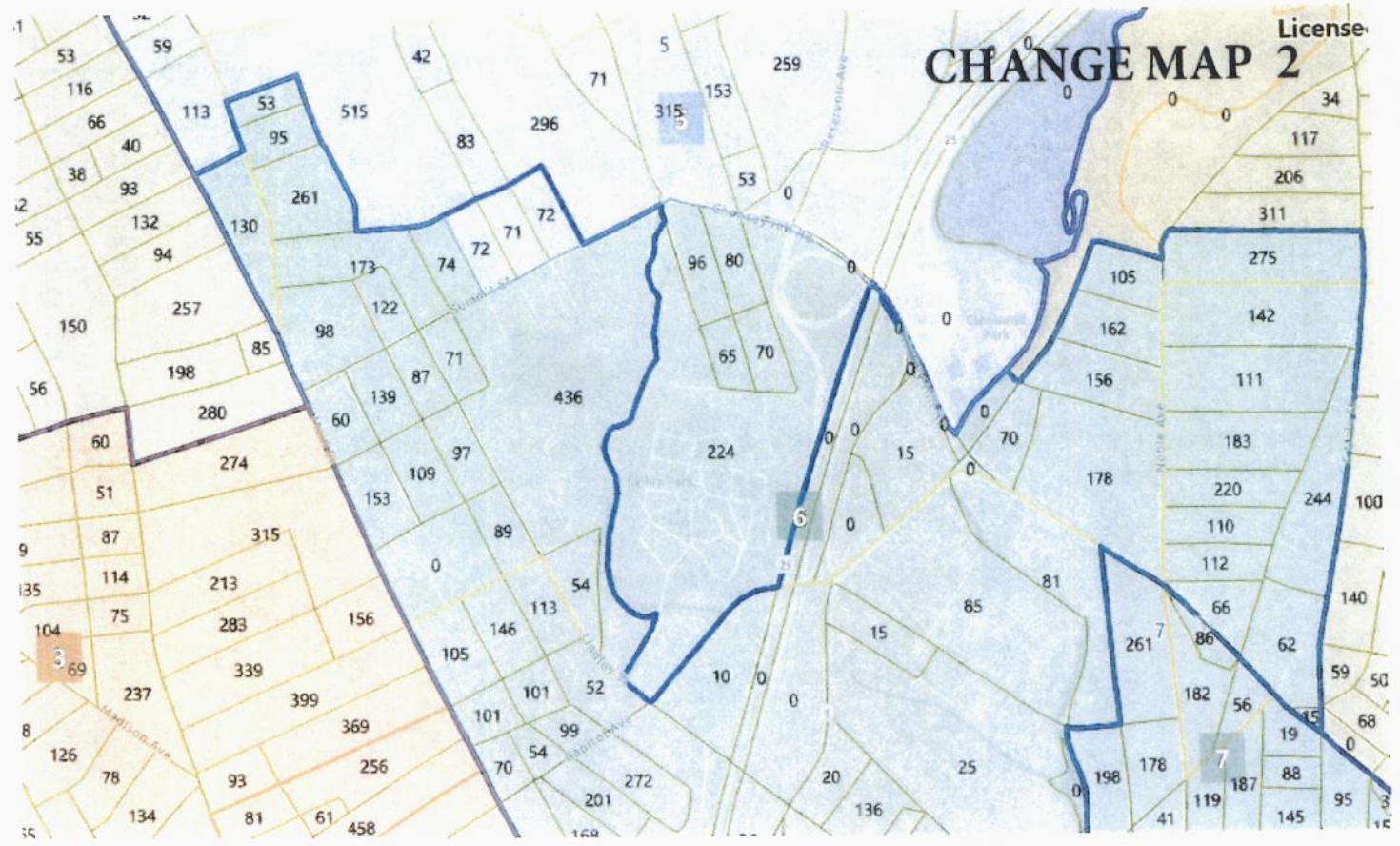


CHANGE MAP 1

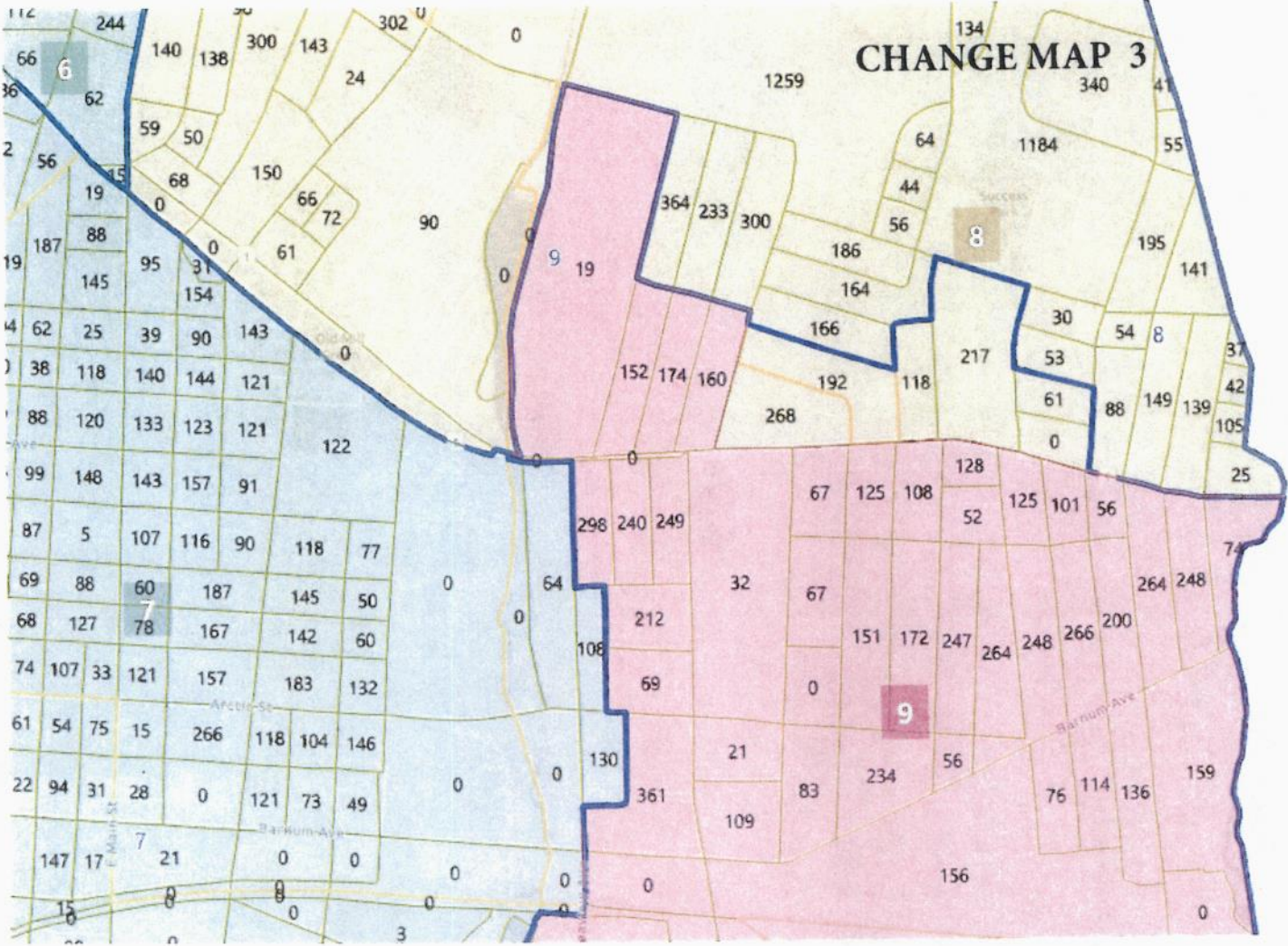
Bridgeport



CHANGE MAP 2

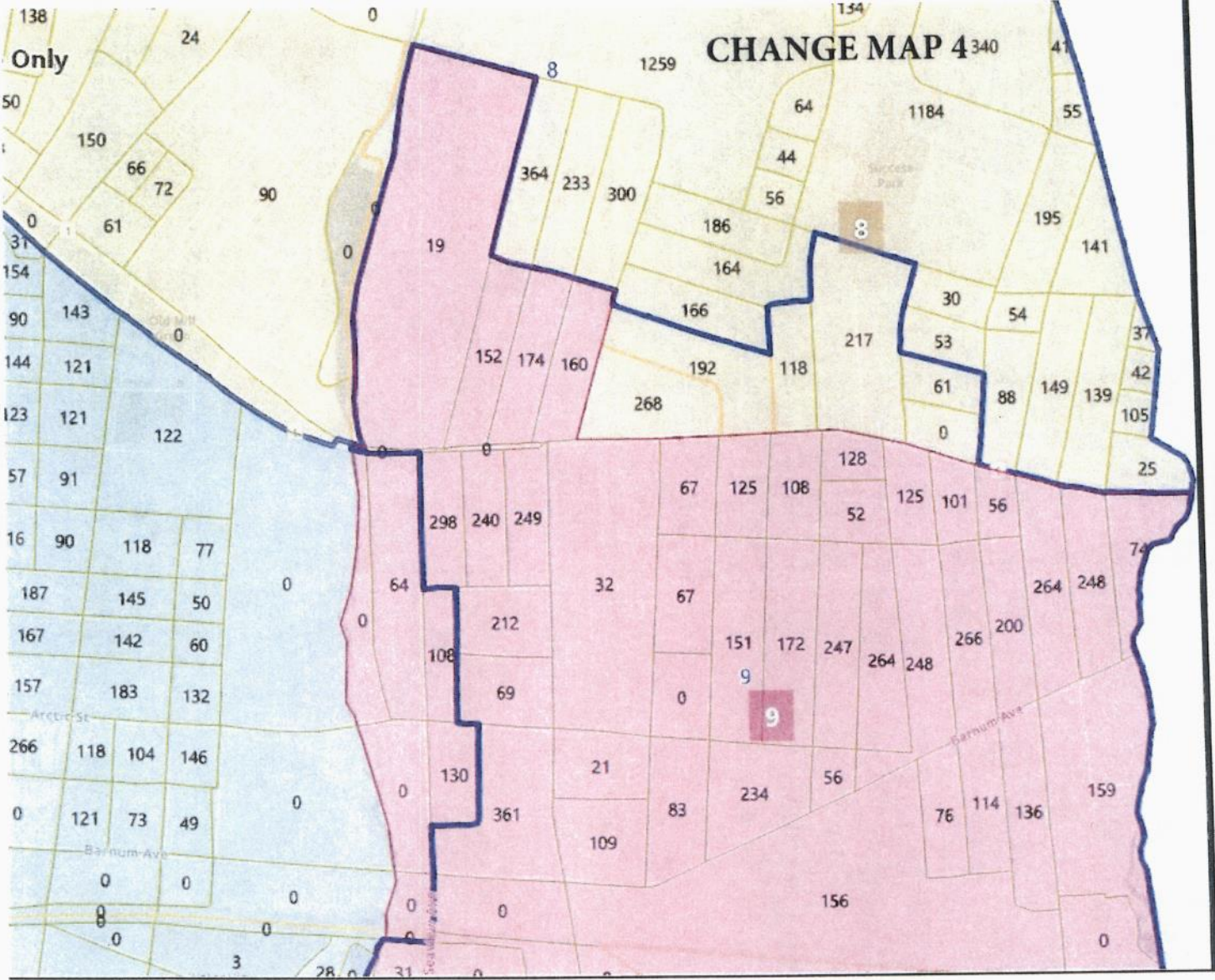


CHANGE MAP 3



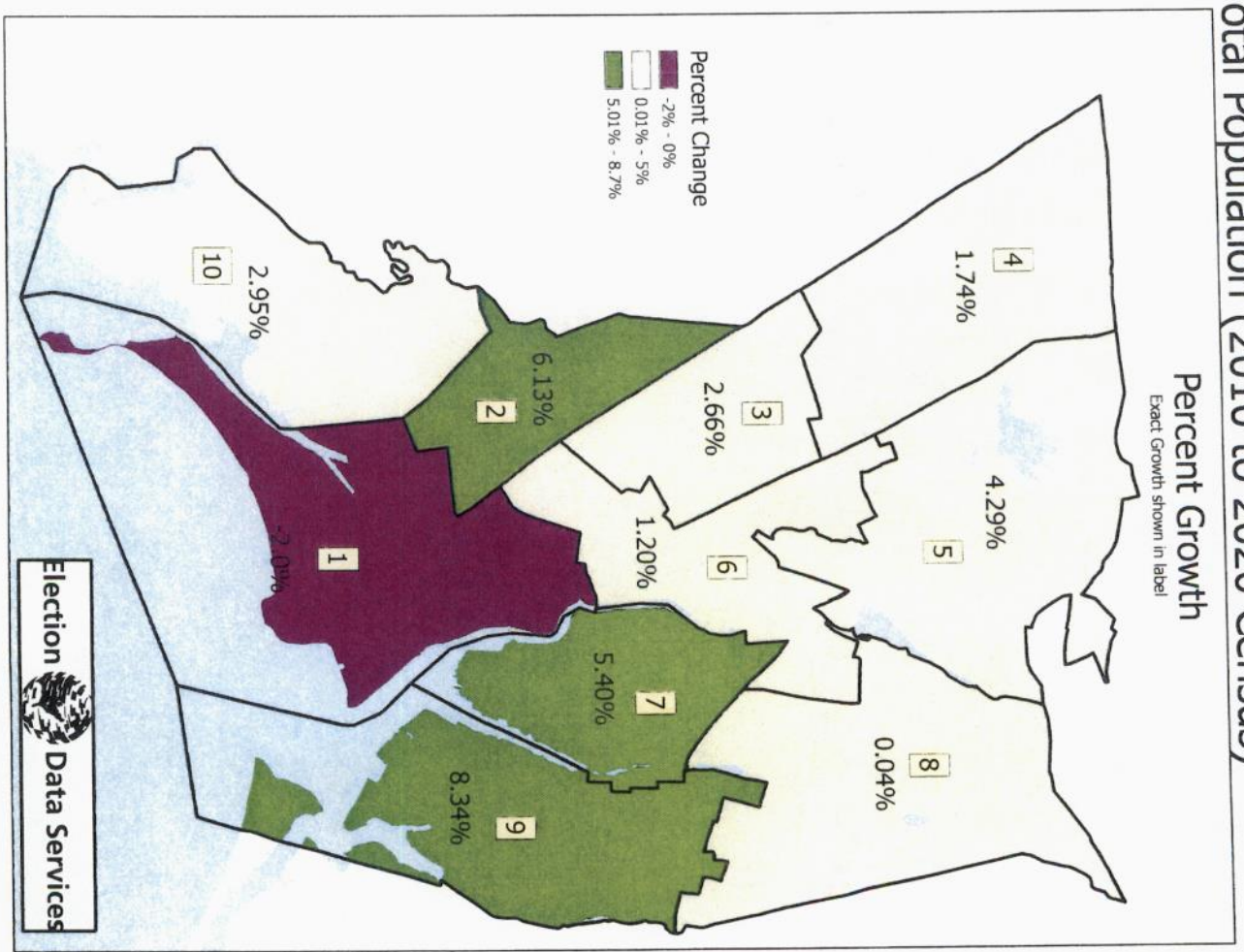
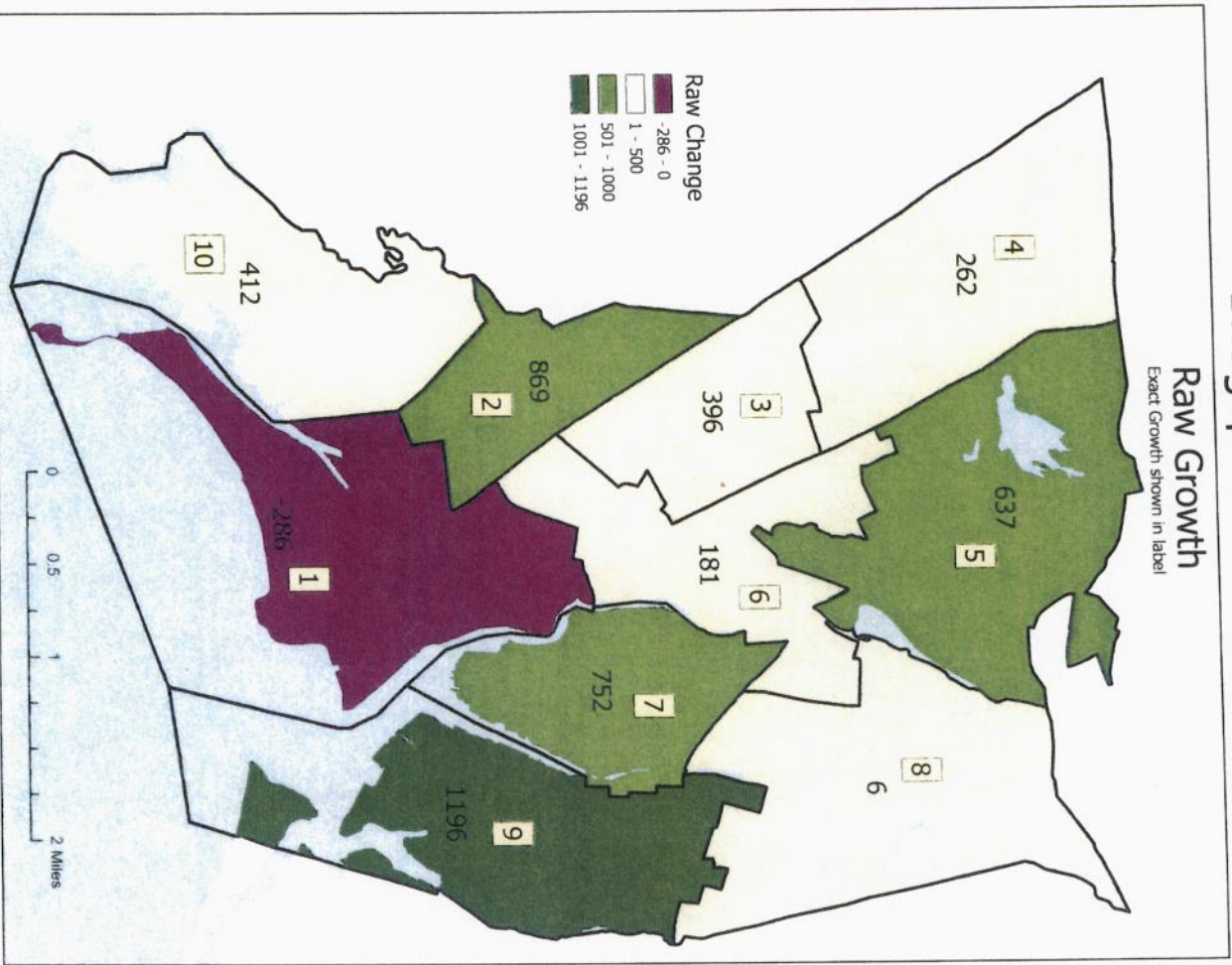
CHANGE MAP 4340

Only



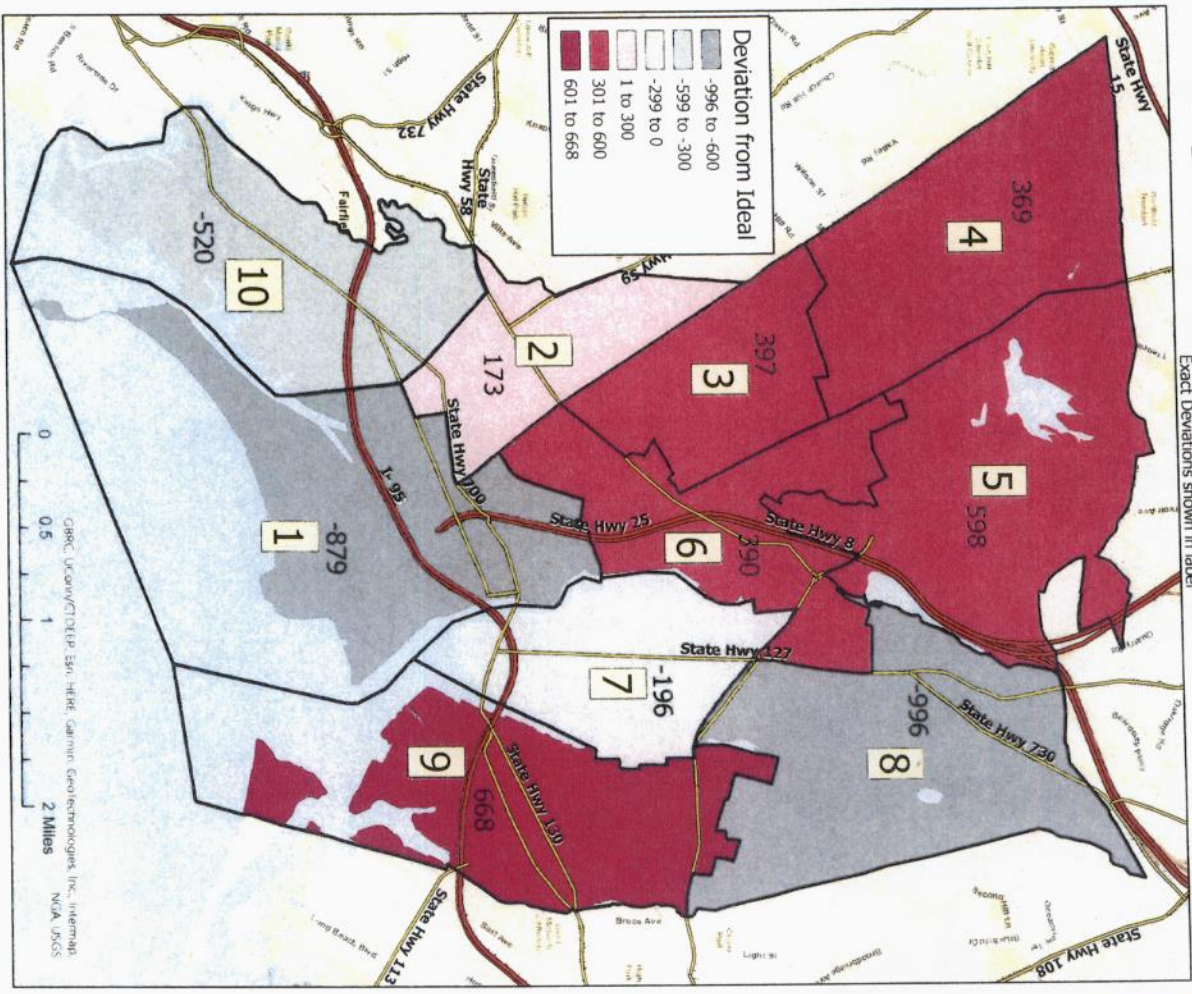
Bridgeport - Growth in City Ward Total Population (2010 to 2020 Census)

MAP 1



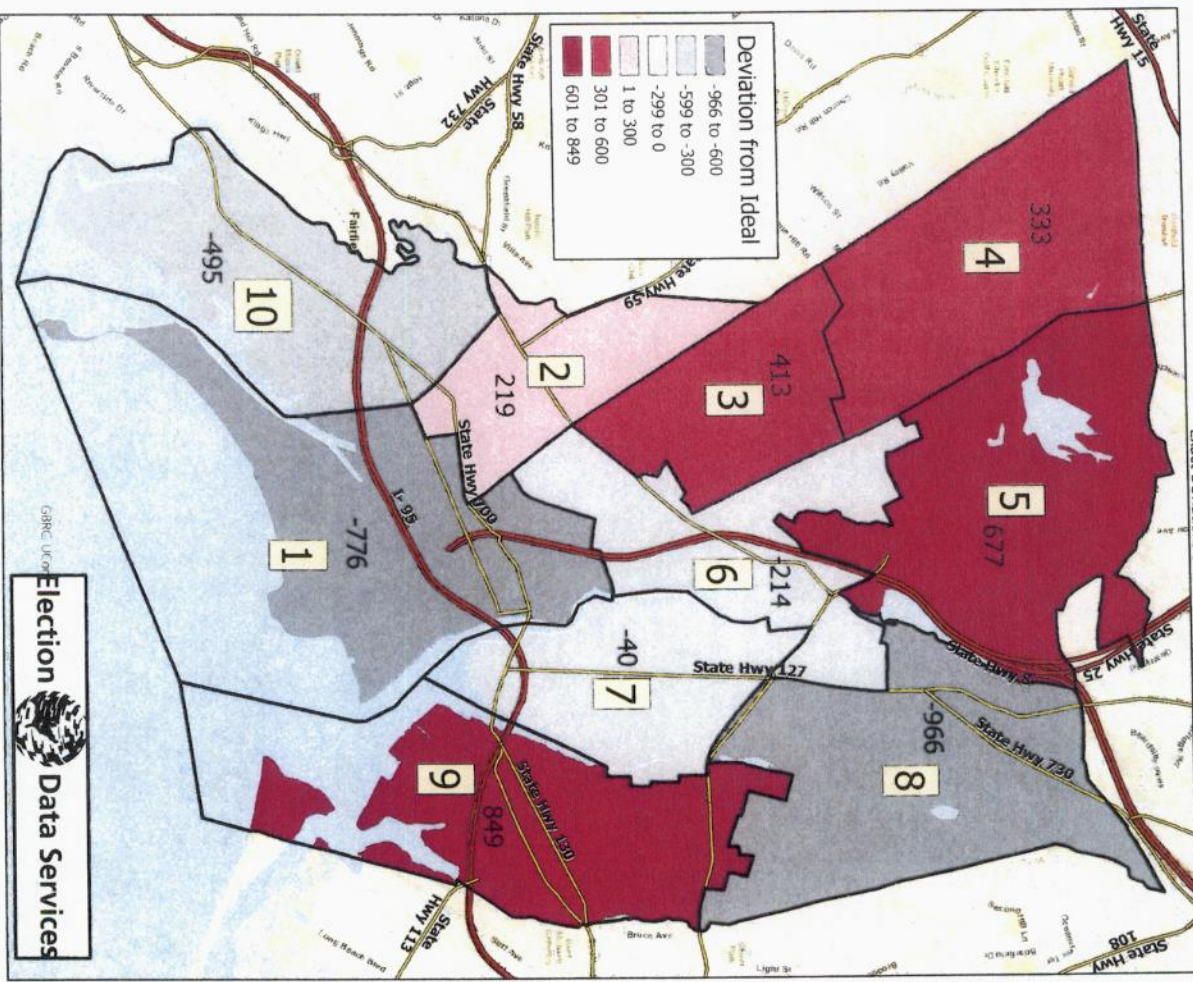
Original Census Population (Ward target of 14,865)

Exact Deviations shown in label



Adjusted for Allocated Inmates (Ward target of 14,936)

Exact Deviations shown in label

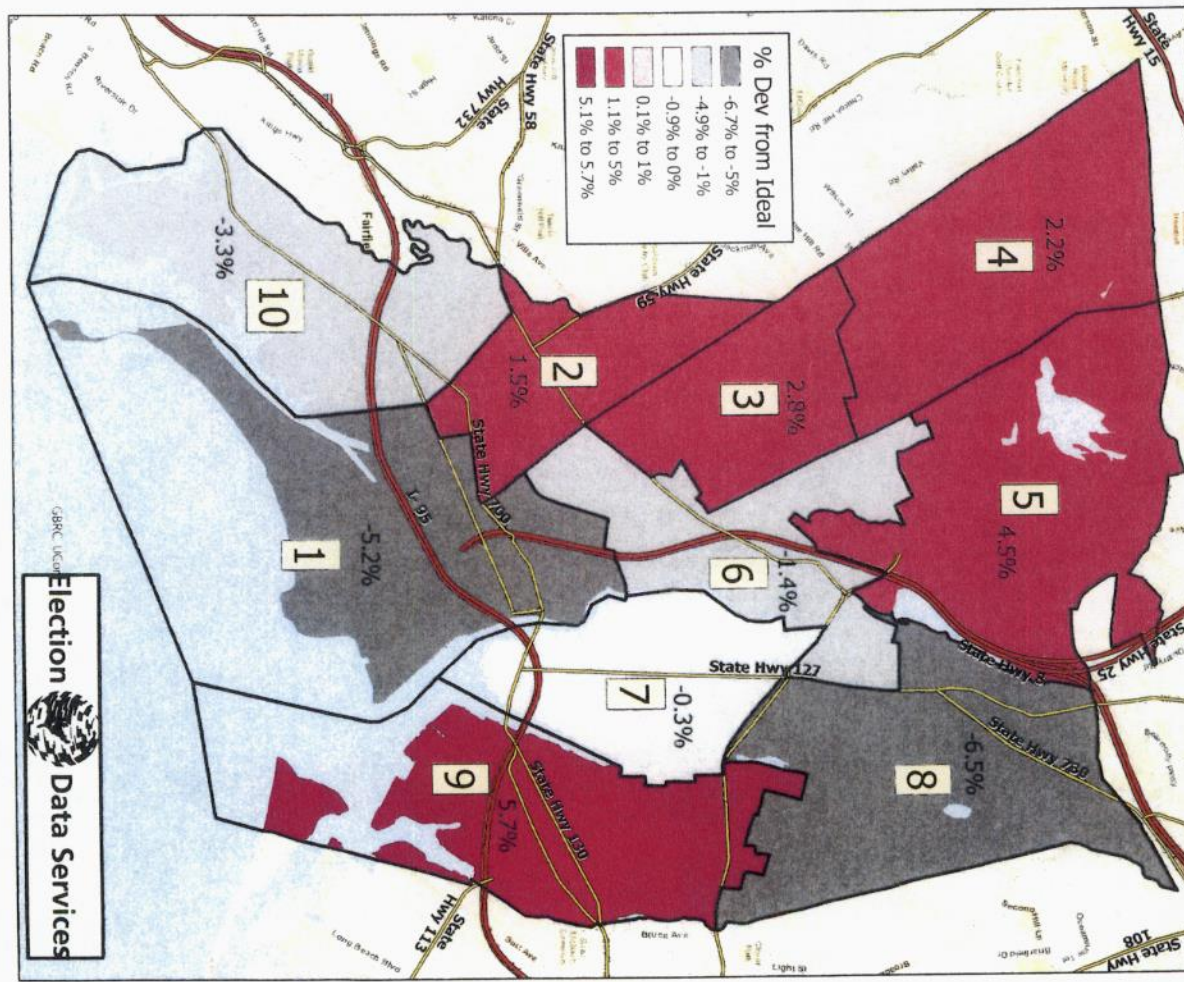
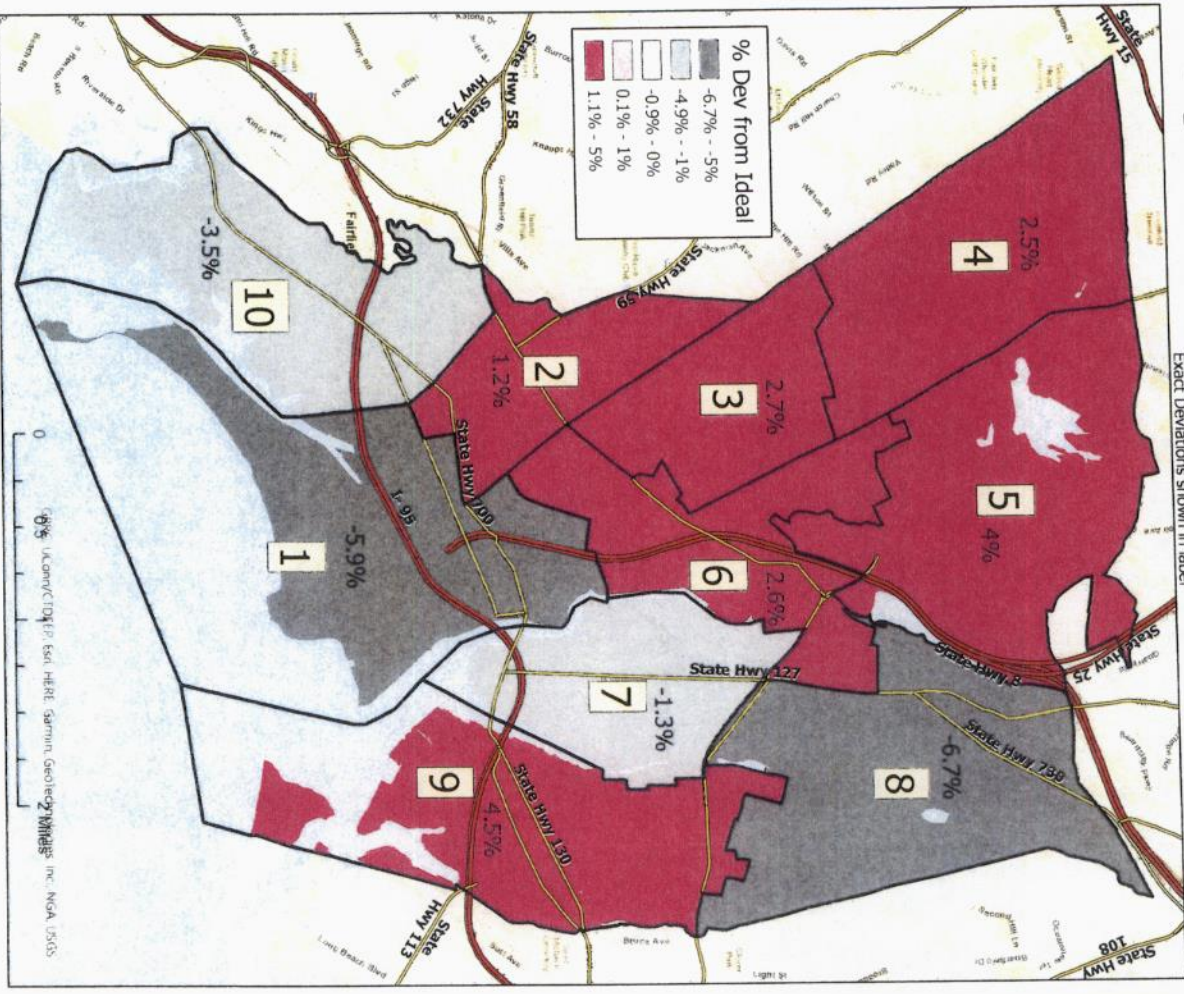


Bridgeport - City Ward Percent Deviation from Ideal Pop

MAP 3

Original Census Population (Ward target of 14,865)

Adjusted for Allocated Inmates (Ward Target of 14,936)



Bridgeport Wards with 2020 Census Data			
	Reported #s	Adjusted for Prisoners	
Number of Members	10	10	
Ideal District Size (Target)	14,865	14,936	
Acceptable Deviation	10.0%	10.0%	
Overall Deviation Window	1,487	1,494	
One-sided Deviation Window	743	747	
High Range (Raw Numbers)	15,609	15,683	
High Range (Percentages)	5.0%	5.0%	
Low Range (Raw Numbers)	14,122	14,189	
Low Range (Percentages)	-5.0%	-5.0%	
			Guide
Citywide Population	148,654	149,360	Total Population, also shown as PopTot or Pop = TAPersons in tables VAP = Voting Age Population, also VAPTot WH = White BL= Black, or African American AS= Asian NA, or AI= Native American or American Indian PI= Pacific Islander OT= Some Other Race Hisp= Hispanic NH= Non-Hispanic XX= More than one Race P= Percentage _A= Race Alone _C= Combo _W= OMB interpetation
Analysis based on preliminary district definitions in Census Bureau files.			
District boundaries have not been verified.			
		Tables	
Total Population		1, 2, & 3	
Voting Age Population		4, 5 & 6	
Race Alone		1 & 4	
Combo		2 & 5	
OMB Interpetation		3 & 6	
No Hispanic category		Single digit tables	
Hispanic category		"A" tables	

TABLE 2

	White	Black	American Indian & Alaskan Native	Asian	Hawaiian & Pacific Islander	Some other race	Two or more races	Total	Hispanic	Total
Total Population										
1 Race Alone	22.67%	35.07%	0.94%	2.79%	0.09%	24.56%	13.88%	100.00%	42.28%	100.00%
1a Non-Hispanic Race Alone	16.42%	32.75%	0.15%	2.71%	0.02%	1.98%	3.69%	114.66%		
2 Race Combined (Max)	34.01%	38.59%	2.08%	3.36%	0.26%	36.35%		42.28%	103.93%	
2a Non-Hispanic Race Combined (Max)	19.12%	34.57%	0.68%	3.14%	0.11%	4.03%		91.23%		
3 Race Combined (OMB)	22.67%	37.16%	1.51%	3.01%	0.23%	26.66%	2.58%		42.28%	98.30%
3a Non-Hispanic Race Combined (OMB)	16.42%	33.65%	0.42%	2.87%	0.08%					
Voting Age Population										
4 Race Alone	25.10%	34.56%	0.89%	2.90%	0.08%	23.08%	13.38%	100.00%	39.35%	100.00%
4a Non-Hispanic Race Alone	19.33%	32.88%	0.15%	2.85%	0.02%	1.86%	3.55%	114.03%		
5 Race Combined (Max)	36.18%	37.52%	2.00%	3.38%	0.26%	34.69%		39.35%	103.75%	
5a Non-Hispanic Race Combined (Max)	21.91%	34.49%	0.70%	3.23%	0.11%	3.96%		91.26%		
6 Race Combined (OMB)	25.10%	36.44%	1.44%	3.08%	0.23%	24.97%	2.45%		39.35%	98.40%
6a Non-Hispanic Race Combined (OMB)	19.33%	33.77%	0.42%	2.98%	0.09%					

TABLE 3

	White	Black	American Indian & Alaskan Native	Asian	Hawaiian & Pacific Islander	Some other race	Two or more races	Total	Hispanic	Total
Total Population										
1 Race Alone	39.57%	34.56%	0.55%	3.41%	0.10%	17.47%	4.34%	100.00%	38.20%	100.00%
1a Non-Hispanic Race Alone	22.74%	32.22%	0.20%	3.31%	0.05%	1.34%	1.94%	104.68%		
2 Race Combined (Max)	42.30%	36.83%	1.26%	3.93%	0.43%	19.93%	1.90%		38.20%	102.08%
2a Non-Hispanic Race Combined (Max)	23.87%	33.54%	0.62%	3.71%	0.25%	1.90%		98.15%		
3 Race Combined (OMB)	39.57%	35.35%	0.71%	3.59%	0.14%	18.80%			38.20%	99.09%
3a Non-Hispanic Race Combined (OMB)	22.74%	32.77%	0.27%	3.46%	0.07%	1.58%				
Voting Age Population										
4 Race Alone	43.04%	32.84%	0.53%	3.65%	0.11%	16.23%	3.60%	100.00%	35.15%	100.00%
4a Non-Hispanic Race Alone	26.92%	31.07%	0.19%	3.57%	0.05%	1.38%	1.67%	103.88%		
5 Race Combined (Max)	45.33%	34.45%	1.20%	4.09%	0.45%	18.36%			35.15%	101.79%
5a Non-Hispanic Race Combined (Max)	27.82%	32.10%	0.60%	3.92%	0.27%	1.94%		66.65%		
6 Race Combined (OMB)	27.82%	32.10%	0.60%	3.92%	0.27%	1.94%			35.15%	99.14%
6a Non-Hispanic Race Combined (OMB)	26.92%	31.38%	0.27%	3.70%	0.08%	1.64%				

TABLE 4

DISTRICT	Total Population				Racial Demographics as Percent of Total Population						
	All Persons	Target	Dev.	Difference	NH White	NH Black	NH Native	NH Asian	Hispanic	Minority	
1	14,412	14,936	-3.51%✓	-524	11.04%	34.58%	0.25%	4.52%	44.11%	88.96%	
2	14,903	14,936	-0.22%✓	-33	15.25%	32.56%	0.15%	5.12%	41.07%	84.75%	
3	15,349	14,936	2.77%✓	413	19.72%	29.02%	0.11%	2.40%	37.13%	80.28%	
4	15,269	14,936	2.23%✓	333	40.58%	19.27%	0.18%	3.41%	27.34%	59.42%	
5	15,293	14,936	2.39%✓	357	11.28%	43.05%	0.24%	2.27%	36.81%	88.72%	
6	15,042	14,936	0.71%✓	106	9.74%	31.07%	0.09%	2.22%	48.74%	90.26%	
7	14,594	14,936	-2.29%✓	-342	3.68%	31.50%	0.16%	0.88%	59.31%	96.32%	
8	14,826	14,936	-0.74%✓	-110	15.09%	36.02%	0.10%	3.32%	40.75%	84.91%	
9	15,231	14,936	1.96%✓	295	5.27%	43.71%	0.18%	0.88%	45.15%	94.73%	
10	14,441	14,936	-3.31%✓	-495	30.66%	22.70%	0.05%	1.98%	40.01%	69.34%	
Assigned	149360										
Total Pop	149360										
Unassigned	0										

DISTRICT	Voting Age Population		Racial Demographics as Percent of Voting Population					
	Adult	VAP %	NH White	NH Black	NH Native	NH Asian	Hispanic	Minority
1	11,014	76.42%	13.49%	35.84%	0.15%	4.94%	41.49%	86.51%
2	11,340	76.09%	18.06%	32.83%	0.19%	5.32%	38.47%	81.94%
3	11,689	76.15%	22.87%	29.22%	0.12%	2.44%	34.72%	77.13%
4	12,720	83.31%	45.24%	18.69%	0.09%	3.38%	24.36%	54.76%
5	11,327	74.07%	13.04%	44.70%	0.19%	2.45%	34.36%	86.96%
6	10,989	73.06%	10.87%	32.00%	0.13%	2.40%	47.00%	89.13%
7	10,441	71.54%	4.43%	32.59%	0.20%	1.06%	58.88%	95.57%
8	11,538	77.82%	17.72%	35.99%	0.13%	3.32%	39.52%	82.28%
9	10,943	71.85%	6.16%	45.94%	0.24%	0.94%	43.72%	93.84%
10	11,072	76.67%	36.53%	22.06%	0.06%	2.19%	35.40%	63.47%



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

JOSEPH P. GANIM
Mayor

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

**Comm. #80-22 Ref'd to Joint Committee on ECD&E and Contracts
on 6/5/2023**

May 31, 2023

City Clerk
45 Lyon Terrace
Bridgeport CT 06604

**RE: Resolution Authorizing An
Affordable Housing Tax Incentive Development Agreement for Crescent Crossings 1C
Referral to Joint ECDE & Contracts Committee (by Wednesday, June 14, 2023)**

Dear City Clerk and Honorable Members of the City Council:

For your consideration, the attached resolution would authorize an Affordable Housing Tax Incentive Development Agreement for *Crescent Crossings 1C*, a new \$40MM mixed-income residential development to be constructed on the vacant land bounded by Church, Hallett, Crescent & Waterview on the East Side.

This item is for referral to the Joint ECDE and Contracts Committee, which we would respectfully request be convened by no later than Wednesday, June 14th.

Truly yours,

Bill Coleman

Bill Coleman
Deputy Director

C: Thomas Gill, Director
Mark Anastasi, Esq., Associate City Attorney
Ron Pacacha, Esq., of Counsel to the City Attorney's Office
Thomas Gaudett, Office Mayor Ganim

ATTEST
CITY CLERK
RECEIVED
CITY CLERKS OFFICE
23 MAY 31 PM 3:59

**Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement
For The Crescent Crossings 1C Affordable Housing Redevelopment Project**

WHEREAS the JHM Group, acting through its affiliate entity, “Crescent Crossings 1C LLC,” (the “**Developer**”), pursuant to agreements with Park City Communities (fka, the Bridgeport Housing Authority), is the long-term lessee and Developer of the real property bounded by Church Street, Hallett Street, Crescent Avenue and Waterview Avenue (the “**Property**”);

WHEREAS the Developer intends to invest approximately \$40MM (forty million dollars) in newly constructed improvements on the Property to consist of approximately eighty-five (85) units of mixed-income housing, as well as necessary and related ancillary facilities including lobby space, outdoor landscaping, playground space, community garden space, and off-street parking, all designed to support on-site resident needs (the “**Project**”);

WHEREAS the Bridgeport Planning and Zoning Commission has approved the Project.

WHEREAS the Developer has made application to the City’s Office of Planning and Economic Development (“OPED”) for an Affordable Housing Tax Incentive Development Agreement (the “**Agreement**” attached hereto as **Attachment A**) which would establish a phased-in, increasing tax payment schedule for the Project over a two (2) year construction and lease-up period, and a fifteen (15) year operating period as more particularly described in the document dated 05.31.2023 and entitled “*Crescent Crossings 1C – Real Estate Tax Payment Schedule*,” attached hereto as **Attachment B**;

WHEREAS the Project shall offer a mix of housing unit types (including studio, one-bedroom, two-bedroom, and three-bedroom apartments), and shall offer these units to households at various income levels, with approximately seventy (70%) percent of the units dedicated to providing affordable rents to households earning less than the area’s median income, all as more particularly described in the document dated 05.31.2023 and entitled “*Crescent Crossings 1C – Financial Model – Unit Mix, Income Mix, Rental Rates*” attached hereto as **Attachment C**.

WHEREAS the vacant, federally-owned Property, which has not produced tax revenue for many years, will produce an average of approximately \$210,000 in real estate tax revenue annually for the City during the fifteen-year operating period of the Agreement;

WHEREAS in the final year of the Agreement, the Project will produce \$257,140 in annual tax revenue, an amount roughly equivalent to the annual tax payment that would be due under full taxation;

WHEREAS over the course of the Agreement, the Project will produce approximately \$3.8MM in direct revenue to the City, including an estimated \$632,000 building permit fee paid at Project commencement;

WHEREAS the Project is subject, under the Agreement, to the provisions of *City Ordinance Ch. 3.29 – Employment Opportunities with Developers Fostering Economic Development*, which will be administered by the City’s Office of Contract Compliance, and which requires that during the development of this Project the first consideration for any additional employment of tradespersons and/or any apprentices to be working on this Project shall be given to qualified applicants who are residents of the City and/or who are ex-felons so as to meet the objectives of awarding twenty (20%) percent of any such new employment opportunities or apprenticeships to local residents and of awarding five (5%) percent of any such new employment opportunities or apprenticeships to ex-felons;

WHEREAS the Agreement requires that the Developer also comply with the *City’s Minority Business Enterprise Program Ordinance, Chapter 3.12.130 of the Code of Ordinances*, which will be administered by the City’s Office of Small and Minority Business Enterprise, and which establishes as an attainable

goal that thirty percent (30%) of the value of the Project's construction contracts be awarded to Minority Business Enterprises, which includes a requirement that six percent (6.0%) of the value of the construction contracts awarded for the Project go to African-American Owned Minority Business Enterprises, and establishes an attainable goal that fifteen percent (15%) of the value of the Project's construction contracts be awarded to Women-Owned Business Enterprises;

WHEREAS, the Project is financed through a combination of sources, including equity from the syndication of federal Low-Income Housing Tax Credits, as well as funding from the State of Connecticut Department of Housing ("CT DOH") the Connecticut Housing Finance Authority ("CHFA"), and an Urban Act Grant from the Connecticut Department of Economic and Community Development;

WHEREAS Sections 8-215 and Section 8-216 of the Connecticut General Statutes (the "Statutes") provide that municipalities may by ordinance provide for real estate tax abatements for housing developed for low or moderate-income persons, and may enter into Agreements with the State of Connecticut, acting through its Department of Housing (the "State") to provide for the State's reimbursement, at the State's discretion, to the municipality of such taxes abated for this purpose;

WHEREAS the Statutes provide that such tax abatement shall be used for one or more of the following purposes: (1) To reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing; (2) to effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Economic and Community Development by regulation, or (3) to provide necessary related facilities or services in such housing;

WHEREAS, OPED has analyzed the Project's capital structure and financial operating proformas as detailed in the Developer's consolidated application for financing from CHFA and CT DOH;

WHEREAS, in conducting its analysis and review of the financial structure of the Project, OPED has subjected it to an economic pro forma analysis against industry and market standards for this type of Project, considering such factors as Developer equity and return, the costs of construction, the leveraging of public and private funding and financing, the rental revenues, and operating expenses, all as per the requirements of the *City's Affordable Housing Tax Incentive Development Program, Ch. 3.24 of the Municipal Code*;

WHEREAS, OPED has summarized the value of the tax incentive payments to be made per this Agreement and has summarized the value of the tax abatement to be provided per this Agreement in the document dated 05.31.2023 and entitled, "*Crescent Crossings IC – Value of Tax Incentive Payments and Value of Taxes Abated*," attached hereto as **Attachment D**.

WHEREAS, the Agreement is in keeping with the Affordable Housing Tax Incentive Development Policy established by City Ordinance, and is warranted and necessary for the success of the Project such that, without the Affordable Housing Tax Incentive Development Agreement, the Project would not proceed;

NOW THEREFORE, BE IT RESOLVED that the above recitals are hereby incorporated into the body of this resolution, that the Agreement is hereby approved in substantially the form attached hereto, and that the Mayor or the OPED Director is authorized to execute the attached Agreement, and is authorized to execute such other documents and take such other necessary actions that may be necessary in furtherance of the Agreement and consistent with this resolution and in the best interests of the City.

ATTACHMENT A

TAX INCENTIVE DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF BRIDGEPORT ("CITY")

AND

CRESCENT CROSSINGS 1C, LLC ("DEVELOPER")

RE: Crescent Crossings 1C, located at Church Street, Hallett Street,

Crescent Avenue and Waterview Avenue,

Bridgeport, CT

WHEREAS, the Developer owns certain real property located at 252 Hallett Street, Bridgeport, Connecticut as more particularly described in **Schedule A** attached hereto and made a part hereof (the "**Property**") and intends to invest significant sums in the construction or renovation of the Property in order to create approximately eighty-five (85) units of subsidized and unsubsidized low- and moderate-income housing (the "**Project**") on the Property; and

WHEREAS, the Property consists of property that currently produces no tax revenue; and

WHEREAS, the Developer has submitted an application for tax relief in accordance with Municipal Code Chapter 3.24 ("**Affordable Housing Tax Incentive Development Program Ordinance**") that allows for assistance when a project provides for affordable housing, including housing for low- or moderate-income persons or families, and when the monies equal to the amount of such tax relief shall be invested in such project to achieve the objectives set forth in Ch. 3.24.040.A (the "**Affordable Housing Objectives**"); and

WHEREAS, the Developer will construct the Project which would ordinarily be subject to real and personal property taxes ("**Taxes**"); and

WHEREAS, the Office of Planning and Economic Development ("**OPED**") has reviewed the proposed Project in light of the Affordable Housing Tax Incentive Ordinance and the official policies and procedures approved by the Bridgeport City Council on September 13, 2017, has determined that the Project is an eligible project and that the projected level of future Taxes on the Property and the Project under normal assessment and levy practices would make the proposed Project economically infeasible; and

WHEREAS, the Developer's pursuit of the Project on the Property would be beneficial to the City because it provides for the creation of needed investment and affordable housing in the area; and

WHEREAS, the Developer has agreed and committed to develop the Project on the Property and to fund such improvements at an approximate total cost of approximately Forty Million (\$40,000,000.00) Dollars; and

WHEREAS, OPED has determined that the Project is entitled to a tax incentive that will permit the Taxes to be fully abated during a two-year construction and lease-up period and thereafter to be phased-in during the first fifteen (15) years of the Project's operation commencing with the first Tax payment due July 1, 2025 and concluding with the Tax payment due January 1, 2040 (the "**Term**") in accordance with the amounts and dates set forth in **Exhibit A** attached hereto and made a part hereof (the "**Tax Incentive**"); and

WHEREAS, the Developer has emphasized its willingness and proven its capability to undertake the Project, conditioned upon the execution of an appropriately structured tax incentive agreement ("**Tax Incentive Agreement**") with the City authorized by the Affordable Housing Tax Incentive Development Ordinance; and

WHEREAS, OPED has reviewed the Developer's application for a Tax Incentive Agreement and has determined that the Project meets all of the requirements and economic tests of the Affordable Housing Tax Incentive Development Ordinance; and

WHEREAS, the parties agree that the Property and the Project (collectively, the "**Development Property**") meet the definition of "development property" as defined in Connecticut General Statutes, Section 7-482, and the parties intend for the Development Property to be exempt, in whole or in part as described herein, from Taxes pursuant to Connecticut General Statutes Section 7-498 in order to ensure that

the Project is economically feasible; and

WHEREAS, the scheduled Tax Incentive Payments shall at all times during and following each successive Grand List Year during the Term constitute a valid and legally binding lien on the Project, with full priority in accordance with applicable Connecticut law as set forth in Connecticut General Statutes Section 12-172.

[NOTE: Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Tax Incentive Ordinance or in the Connecticut General Statutes cited herein.]

NOW, THEREFORE, the City and the Developer agree as follows:

The recitals set forth above are incorporated in and made part of this Housing Tax Incentive Agreement.

1. **Tax Incentive Schedule; Commencement Date; Installments.** The Developer and the City hereby enter into this Agreement for the Development Property permitting the establishment of Taxes during the Term, as follows:

(a) Construction and Lease-Up Period Tax Abatement. No Taxes shall be due on the Property from the date that a fully-executed original of this Agreement is delivered to the Developer (the "**Effective Date**") until July 1, 2025 ("**Construction and Lease-Up Period Tax Abatement**");

(b) First Fifteen (15) Years of Project Operation. Following the expiration of the Construction and Lease-Up Period Tax Abatement, the Project will be deemed to be in operation and Taxes shall be due on the Property for the first fifteen (15) years of operation ("**Operating Period Tax Abatement**") according to the Real Estate Tax Payment Schedule detailed in Exhibit A, with a year being the 12-month period starting on July 1 of one year and ending on June 30 of the following year (each, a "**Year**"). The Taxes due pursuant to this Agreement shall collectively be referred to as "**Tax Incentive Payments**" and each a "**Tax Incentive Payment**" during the Term, such Tax Incentive Payments being in lieu of all otherwise applicable Taxes on the Property and the Project.

2. **Priority of Tax Incentive Payment Obligations.** The Tax Incentive Payments shall be applicable only as defined herein, shall be due and payable in Installments described on Exhibit A, and shall be subject to the City's right to enjoy and

exercise all of the rights and privileges relating to such Tax Incentive Payments including lien priority as are set forth in Connecticut General Statutes, Section 12-172. It is a condition of this Tax Incentive Agreement that the Developer shall pay in a timely manner all Taxes that become due on the Property between the Commencement Date and the due date of the first Installment hereunder.

3. **Late Payment of Installments; Interest.** Upon commencement of the first Installment due, if any Installment is paid more than thirty (30) days after it became due (a "**Delinquency**"), said Installment shall bear interest at the statutory rate, currently 18% per annum, until paid without any notice or demand being required.

4. **Defaults; Remedies.** A default ("**Default**") shall exist hereunder if any of the following occur (each an "**Event of Default**"): If the Developer: (a) shall have committed a Delinquency in connection with three (3) Installments, regardless of whether the Developer subsequently paid such Installment with interest; (b) allowed a Delinquency to exist in excess of 90 days, regardless of whether the Developer subsequently paid such Installment with interest; or (c) violated any other material obligations on its part to be performed hereunder and such Event of Default continued beyond any applicable cure period. Upon the occurrence of an Event of Default under subsection (c) above, the City shall give the Developer thirty (30) days to cure such Default. Upon the occurrence of a Default that is not cured after the passage of any cure period hereunder, the City shall have the right (i) to terminate this Tax Incentive Agreement upon the giving of thirty (30) days' written notice, (ii) to record a notice in the Bridgeport land records terminating the Tax Incentive Agreement as of the date that termination takes effect, (iii) to collect all unpaid Installments due up to the date of termination, and (iv) to reinstate the Taxes that would otherwise be due on the Property and the Project in the absence of this Tax Incentive Agreement including costs and expenses of collection and reasonable attorneys' fees whether or not litigation is commenced. Termination of this Tax Incentive Agreement shall not invalidate, increase, or otherwise impact previous payments of Taxes for the period such payments were made. The Property and Project shall be listed as development property as defined in Connecticut General Statutes, Section 7-482 on the City of Bridgeport Tax Assessor's records, and shall be subject to the provisions of Chapter 205 Municipal Tax Liens, of the Connecticut General Statutes, Sections 12-171 to 12-195g et seq.

5. **No Waiver.** Any forbearance or delay by the City in enforcing this Tax Incentive Agreement or in exercising any right or remedy hereunder at law or in equity

shall not constitute a waiver of a Default nor shall it preclude the City from exercising any such right or pursuit of said remedy in the future.

6. **WPCA Fees; DSSD Taxes.** This Tax Incentive Agreement and the Taxes to be paid are separate and distinct from any Water Pollution Control Authority user charges and Downtown Special Services District impositions that the Developer may be obligated to pay.

7. **Commencement of Construction; Developer Investment.** The Developer agrees to commence construction of the Project within six (6) months after the Effective Date of this Tax Incentive Agreement and shall complete the Project no later than two (2) years thereafter **TIME BEING OF THE ESSENCE**. The Developer agrees to invest approximately Forty Million (\$40,000,000.00) Dollars in development, construction and environmental remediation costs related to the Project.

8. **Binding Effect.** This Tax Incentive Agreement shall be binding upon the City and the Developer, and their respective successors and permitted assigns, and shall be recorded in the Bridgeport Land Records in order to be effective.

9. **Amendments.** This Tax Incentive Agreement may only be modified or amended by a written agreement, duly executed by all the parties hereto.

10. **Notices.** All notices required or desired hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, postage prepaid, deposited in a repository of the United States Postal Service or by a recognized overnight courier service addressed to the receiving party at its address specified below:

All notices to the City: Director
 Office of Planning and Economic Development
 Margaret E. Morton Government Center
 999 Broad Street, 2nd Floor
 Bridgeport, CT 06604

with a copy to City Attorney
 Office of the City Attorney
 Margaret E. Morton Government Center
 999 Broad Street, 2nd Floor
 Bridgeport, CT 06604

All notices to Developer: Managing Member
 Crescent Crossings 1C, LLC

with a copy to:

11. **Payment Procedure.** The Developer shall make all Installments payable to the Tax Collector, Bridgeport City Hall, 45 Lyon Terrace, Bridgeport, CT 06604, and shall submit each Installment with a notation to the Tax Collector that said payment is being made in accordance with this “**Crescent Crossings 1C Tax Incentive Agreement**”. The Developer will receive tax bills on a regular basis based upon the Property’s assessed value, however, in order to take advantage of the rights and privileges offered by this Tax Incentive Agreement, the Developer must strictly comply with the payment procedure described above.

12. **Applicable Law; Resolution of Disputes.** This Tax Incentive Agreement shall be governed by and construed according to the laws of the State of Connecticut without reference to the principles thereof respecting conflicts of laws. The parties agree to the exclusive jurisdiction of the courts located in Fairfield County, Connecticut for the resolution of all disputes that may arise hereunder.

13. **Entire Agreement.** This Tax Incentive Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and any prior or contemporaneous oral or written agreements are hereby merged herein.

14. **Transfers.** This Tax Incentive Agreement is transferable upon the sale of the Property or the sale or transfer of a controlling interest in the Developer (collectively, “**Transfer of Control**”) under certain conditions set forth in the Tax Incentive Ordinance, as follows:

(a) Prior to a Transfer of Control, the then-current owner of the Property, including those who acquire a controlling interest in the then-current owner of the Property (“**Transferee**”), shall be required to give prior written notice to the City of the intent to make a Transfer of Control including a transfer of all of the original

applicant's obligations under the Tax Incentive Development Agreement ("**Obligations**");

(b) Each Transferee shall demonstrate its ability to carry out the Obligations; and

(c) Each Transferee shall execute an assignment and assumption agreement of the Obligations with OPED, which document shall be recorded on the Bridgeport Land Records.

Except as otherwise specifically provided herein, a Transfer of Control without the City's prior written consent shall constitute a Default under this Tax Incentive Agreement on and as of the date of such transfer and shall permit the City in its sole discretion to terminate the Tax Incentive Agreement. Notwithstanding anything to the contrary stated herein, a Transfer of Control to an affiliate of the applicant, that is, to an entity that is controlled by or under common control of the Developer ("**Affiliate**") for the Tax Incentive Agreement or an Affiliate of any subsequent Transferee approved in advance by the City shall not constitute a Default under this Agreement.

15. **No Discrimination.** Neither the Developer nor its successors and permitted assigns shall discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, creed, age, marital status, national origin, sex, sexual orientation, veteran's status, mental retardation or physical disability, in the sale, lease, rental, use or occupancy of the Property or any improvements to be erected thereon, or in its employment or contracting practices, shall not effect or execute any agreement, lease, conveyance, or other instrument having a discriminatory intention or effect, and shall comply with all federal, state and local laws prohibiting discrimination.

16. **MBE Compliance.** The Tax Incentive Ordinance establishes minimum requirements for the Developer's employment of minority contractors in connection with the Project. The City has established a Minority Business Enterprise Program Ordinance, Chapter 3.12.130 of the Code of Ordinances ("**MBE Ordinance**"). The Developer's compliance with the MBE Ordinance shall be deemed to be compliance with the MBE hiring requirements of the Tax Incentive Ordinance. OPED will administer and determine the Developer's compliance with the MBE Ordinance. The City shall apply and the Developer shall observe the MBE Ordinance in the following manner for construction contracts for the Project:

(d) All capitalized terms not otherwise defined in this paragraph 17 shall have the meanings ascribed to them in the MBE Ordinance.

(e) The City's mandatory requirement for construction contracts is established at six percent (6.0%) of the value of each construction contract ("**Mandatory Requirement**") for African-American subcontractors.

(f) The City's attainable goal for all construction contracts is established at an additional nine percent (9.0%) for MBE subcontractors ("**Attainable MBE Goal**") (15% total when combined with the Mandatory Requirement).

(g) The City's attainable goal for the Project is established at fifteen percent (15.0%) for WBE subcontractors ("**Attainable WBE Goal**").

(h) The Developer shall publish all bids on the City's electronic bidding website, www.bidsync.com.

(i) The Developer will place an advertisement in the Connecticut Post newspaper seeking an "open house" for MBE contractors.

(j) The Developer will cooperate and communicate with the City's MBE Administrator (defined below) so that minority trade organizations and media outlets are aware of the subcontracting opportunities available to MBE subcontractors.

(k) The Developer will coordinate its bidding activities with the City's Small & Minority Business Resource Office, 999 Broad Street, 1st Floor ("**MBE Administrator**").

(l) The Developer shall require every prime contractor to name its MBE subcontractors and the value of the contract to be awarded to each at the time that the prime contractor submits its bid. No substitutions of an MBE subcontractor shall thereafter be made without notice to the City, a demonstration of good cause shown, and receipt of the City's written consent.

(m) The Developer shall submit monthly certified payrolls to OPED demonstrating its compliance with the MBE Ordinance.

(n) The MBE Administrator will make all clarifications and determinations concerning compliance with the MBE Ordinance, and the Developer may appeal such clarifications and determinations to the City's Chief Administrative Officer.

(o) In all other respects, the Developer shall adhere to the principles and practices of the MBE Ordinance and the Official Policies adopted by the City with respect to the administration thereof.

(p) **Local Hiring Compliance.** The Bridgeport City Council adopted City Ordinance Ch. 3.29 – Employment Opportunities with Developers Fostering Economic Development (Item 136-17) on September 18, 2018, which requires that the Developer agrees to pursue in connection with the construction of the Project pursuant to the following provisions:

(q) The developer agrees and warrants that during the development of this Project pursuant to the terms of this agreement, that first consideration of any additional employment of tradesmen/tradeswomen and/or any apprentices to be working on this project will be given to qualified applicants who are residents of the city and/or who are ex-felons of any category to the maximum greatest extent that any increase in workforce or apprenticeships as a result of this project meets the minimum requirements of twenty (20%) percent local resident hires and five (5%) percent ex-felon hires. The hiring or apprenticeship of an individual who is both a local resident and an ex-felon shall only count as either of one such hire. The developer warrants and represents that it will not replace any of its current workforce as a result of this requirement.

(r) The developer shall include the language set forth above in section (a) in every trades subcontract to the Project. The developer shall post in conspicuous places, available to employees and applicants for employment, notices encouraging local residents and ex-felons to apply. The developer will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the developer's commitments under this division and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(s) The developer will provide the office of contract compliance

established under Municipal Code Sec. 3.12.130 with such information requested by said office concerning the employment pattern, practices and procedures of the developer as relate to the provisions of subsections (a) and (b) of this section and any rules and regulations and/or orders issued pursuant thereto.

(t) Prior to seeking a building permit for the Project, developer shall meet with the office of contract compliance with paperwork sufficient to establish developer's satisfaction of this requirement or documentation sufficient to the office of contract compliance for said office to issue a waiver of this requirement for good cause shown.

17. Excusable Delay. The parties hereto, respectively, shall not be in default of their respective obligations under this Tax Incentive Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of a law, rule or regulation or a change in existing laws, rules or regulations that prevents any party's ability to perform its respective obligations hereunder, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Tax Incentive Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the parties and may result in the need to modify the agreement accordingly.

18. Cessation of Operations. Upon the Developer's ceasing construction of the Project for a period of six (6) months or longer or commercial operation of any Project Component for six (6) months or longer, the City shall give notice to the Developer and if the Developer does not sufficiently explain and verify, with applicable

documentation within thirty (30) days after delivery of such notice, why it believes that it has not stopped development of the Project or why it believes that it has not ceased commercial operation as determined by the City in the exercise of its commercial business judgment, this Tax Incentive Agreement shall come to an end at the end of such 30-day period ("**Termination Date**"), whereupon the City shall have the right to deem that a Default has occurred and shall terminate this Agreement, whereupon the parties shall have no further obligations to one another except for those obligations specifically stated to survive early termination.

NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS THEREOF, the parties have executed this agreement this _____ day of _____, 2023.

In the presence of:

CITY OF BRIDGEPORT

By: _____

Title: _____
duly-authorized

STATE OF CONNECTICUT)

) ss. Bridgeport _____, 2023

COUNTY OF FAIRFIELD)

Personally appeared _____, _____ of Bridgeport, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed in such capacity and the free act and deed of the City of Bridgeport before me.

Commissioner of the Superior Court
Notary Public
Commission Expires:

DEVELOPER

In presence of:

By: _____

Title: _____
duly authorized

STATE OF)

) ss. _____, 2023

COUNTY OF)

Personally appeared _____, _____ of
_____, signer and sealer of the foregoing instrument, and
acknowledged the same to be his/her free act and deed in such capacity and the free
act and deed of _____, before me.

Commissioner of the Superior Court
Notary Public
My commission expires on:

SCHEDULE A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

EXHIBIT 'A'

Date: 05.31.2023

Crescent Crossings 1C Real Estate Tax Incentive Payment Schedule

<u>Date</u>	<u>PMT</u>	<u>Deal Year</u>	<u>FY Total</u>	<u>FY</u>
<u>(Construction & Lease-Up)</u>				
07.01.2023	-	1	-	FY24
01.01.2024	-			
07.01.2024	-	2	-	FY25
01.01.2025	-			
<u>(Operations)</u>				
07.01.2025	85,000	3	170,000	FY26
01.01.2026	85,000			
07.01.2026	87,550	4	175,100	FY27
01.01.2027	87,550			
07.01.2027	90,177	5	180,353	FY28
01.01.2028	90,177			
07.01.2028	92,882	6	185,764	FY29
01.01.2029	92,882			
07.01.2029	95,668	7	191,336	FY30
01.01.2030	95,668			
07.01.2030	98,538	8	197,077	FY31
01.01.2031	98,538			
07.01.2031	101,494	9	202,989	FY32
01.01.2032	101,494			
07.01.2032	104,539	10	209,079	FY33
01.01.2033	104,539			
07.01.2033	107,675	11	215,351	FY34
01.01.2034	107,675			
07.01.2034	110,906	12	221,811	FY35
01.01.2035	110,906			
07.01.2035	114,233	13	228,466	FY36
01.01.2036	114,233			
07.01.2036	117,660	14	235,320	FY37
01.01.2037	117,660			
07.01.2037	121,190	15	242,379	FY38
01.01.2038	121,190			
07.01.2038	124,825	16	249,651	FY39
01.01.2039	124,825			
07.01.2039	128,570	17	257,140	FY40
01.01.2040	128,570			

TOTAL	3,161,815
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ABSENT EARLIER TERMINATION OF THIS TAX INCENTIVE AGREEMENT, FULL PAYMENT OF ALL REGULARLY ASSESSED PROPERTY TAXES BECOME DUE AND OWING COMMENCING ON JULY 1, 2025.

ATTACHMENT B

Date: 05.31.2023

Crescent Crossings 1C Real Estate Tax Incentive Payment Schedule

<u>Date</u>	<u>PMT</u>	<u>Deal Year</u>	<u>FY Total</u>	<u>FY</u>
<u>(Construction & Lease-Up)</u>				
07.01.2023	-	1	-	FY24
01.01.2024	-			
07.01.2024	-	2	-	FY25
01.01.2025	-			
<u>(Operations)</u>				
07.01.2025	85,000	3	170,000	FY26
01.01.2026	85,000			
07.01.2026	87,550	4	175,100	FY27
01.01.2027	87,550			
07.01.2027	90,177	5	180,353	FY28
01.01.2028	90,177			
07.01.2028	92,882	6	185,764	FY29
01.01.2029	92,882			
07.01.2029	95,668	7	191,336	FY30
01.01.2030	95,668			
07.01.2030	98,538	8	197,077	FY31
01.01.2031	98,538			
07.01.2031	101,494	9	202,989	FY32
01.01.2032	101,494			
07.01.2032	104,539	10	209,079	FY33
01.01.2033	104,539			
07.01.2033	107,675	11	215,351	FY34
01.01.2034	107,675			
07.01.2034	110,906	12	221,811	FY35
01.01.2035	110,906			
07.01.2035	114,233	13	228,466	FY36
01.01.2036	114,233			
07.01.2036	117,660	14	235,320	FY37
01.01.2037	117,660			
07.01.2037	121,190	15	242,379	FY38
01.01.2038	121,190			
07.01.2038	124,825	16	249,651	FY39
01.01.2039	124,825			
07.01.2039	128,570	17	257,140	FY40
01.01.2040	128,570			

TOTAL	3,161,815
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ATTACHMENT C

CRESCENT CROSSINGS 1C - FINANCIAL MODEL

UNIT MIX, INCOME MIX, RENTAL RATES (Subject to Updates & Adjustments)

Unit Mix (Total 85)

- (11) studio
- (31) one-bedroom
- (40) two-bedroom
- (3) three-bedroom

Income Levels, Unit Types & Size, Stabilized Proforma Monthly Rental Rates

*** 17 units (with rental subsidy) restricted to households earning less than 25% of AMI**

* family incomes range approximately from \$18K (1 person) to \$30K (6 people)

*3 Studio (669 sf)	\$1103 (tenant pays \$380 with subsidy of \$723) = \$1.65/sf
*5 One-Bedroom (726 sf)	\$1307 (tenant pays \$370 with subsidy of \$937) = \$1.80/sf
*8 Two-Bedroom (1043 sf)	\$1614 (tenant pays \$431 with subsidy of \$1183) = \$1.55/sf
*1 Three-Bedroom (1197 sf)	\$2069 (tenant pays \$480 with subsidy of \$1589) = \$1.73/sf

*** 15 units (with rental subsidy) restricted to households earning less than 50% of AMI**

* family incomes range approximately from \$36K (1 person) to \$60K (6 people)

*2 Studio (669 sf)	\$1103 (tenant pays \$873 with subsidy of \$230) = \$1.65/sf
*5 One-Bedroom (726 sf)	\$1307 (tenant pays \$898 with subsidy of \$409) = \$1.80/sf
*7 Two-Bedroom (1043 sf)	\$1614 (tenant pays \$1065 with subsidy of \$549) = \$1.55/sf
*1 Three-Bedroom (1197 sf)	\$2069 (tenant pays \$1212 with subsidy of \$857) = \$1.73/sf

*** 19 units (without rental subsidy) restricted to households earning less than 50% of AMI**

* family incomes range approximately from \$36K (1 person) to \$60K (6 people)

*1 Studio (669 sf)	\$873	= \$1.30/sf
*9 One-Bedroom (726 sf)	\$898	= \$1.23/sf
*9 Two-Bedroom (1043 sf)	\$1064	= \$1.02/sf

*** 11 units (without rental subsidy) restricted to households earning less than 60% of AMI**

* family incomes range approximately from \$47K (1 person) to \$78K (6 people)

*2 Studio (669 sf)	\$1070	= \$1.59/sf
*4 One-Bedroom (726 sf)	\$1109	= \$1.52/sf
*5 Two Bedroom (1043 sf)	\$1318	= \$1.26/sf

***23 units (without rental subsidy) targeted to 120% + of AMI**

*family incomes range approximately from \$87K (1 person) to \$145K (6 people)

*3 Studio (669 sf)	\$1300	= \$1.94/sf
*8 One-Bedroom (726 sf)	\$1500	= \$2.07/sf
*11 Two-Bedroom (1043 sf)	\$1700	= \$1.63/sf
*1 Three-Bedroom (1197 sf)	\$1850	= \$1.55/sf

ATTACHMENT D

(OPED_05.31.2023)

Crescent Crossings 1C

Value of Tax Incentive Payments & Value of Taxes Abated

<u>Tax Year</u>	<u>Incentive Tax</u>	<u>Full Tax</u>	<u>Difference</u>	<u>% Full</u>	<u>% Abated</u>
FY 26	170,000	261,132	(91,132)	65%	35%
FY 27	175,100	261,132	(86,032)	67%	33%
FY 28	180,353	261,132	(80,779)	69%	31%
FY 29	185,764	261,132	(75,369)	71%	29%
FY 30	191,336	261,132	(69,796)	73%	27%
FY 31	197,077	261,132	(64,056)	75%	25%
FY 32	202,989	261,132	(58,143)	78%	22%
FY 33	209,079	261,132	(52,054)	80%	20%
FY 34	215,351	261,132	(45,781)	82%	18%
FY 35	221,811	261,132	(39,321)	85%	15%
FY 36	228,466	261,132	(32,666)	87%	13%
FY 37	235,320	261,132	(25,812)	90%	10%
FY 38	242,379	261,132	(18,753)	93%	7%
FY 39	249,651	261,132	(11,482)	96%	4%
FY 40	257,140	261,132	(3,992)	98%	2%

Total	3,161,815	3,916,984	(755,168)	81%	19%
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Building Permit 632,882

Total w Permit	3,794,698			97%	3%
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CC1C Development Program

# units	85
Tax/Unit	\$ 2,000
Divisor	50%
Ann Escalator	1.03
Op Years	15
1st Tax Date	07.01.2025

CC 1A Comp

# units	93
A.Val '22	6,575,590
Full Tax	285,709
Tax/Unit	3,072

Est. Hard Const Cost	29,427,874
% of HCC Permitted	72%
Permit Fee Divisor	1,000
Permit Fee per \$1000	30
Est Permit Fee	632,882



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

JOSEPH P. GANIM
Mayor

THOMAS F. GILL
Director

WILLIAM J. COLEMAN
Deputy Director

**Comm. #81-22 Ref'd to Joint Committee on ECD&E and Contracts
on 6/5/2023**

May 31, 2023

City Clerk
45 Lyon Terrace
Bridgeport CT 06604

**RE: Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement
Areyto Apartments at 665-679 Arctic Street
Referral to Joint ECDE & Contracts Committee (by Wednesday, June 14, 2023)**

Dear City Clerk and Honorable Members of the City Council:

For your consideration, the attached resolution would authorize an Affordable Housing Tax Incentive Development Agreement for the *Areyto Apartments*, a twenty-unit supportive housing development located at 665-679 Arctic Street.

This item is for referral to the Joint ECDE and Contracts Committee, which we would respectfully request be convened by no later than Wednesday, June 14th.

Provided the Committee elects to approve the Resolution, we would request a final vote by the full Council on June 20, 2023.

Truly yours,

Bill Coleman

Bill Coleman
Deputy Director

C: Thomas Gill, Director
Mark Anastasi, Esq., Associate City Attorney
Ron Pacacha, Esq., of Counsel to the City Attorney's Office
Thomas Gaudett, Office Mayor Ganim

RECEIVED
CITY CLERKS OFFICE
23 MAY 31 PM 3:59
ATTEST
CITY CLERK

**Resolution Authorizing an Affordable Housing Tax Incentive Development Agreement
For the Areyto Apartments at 665-679 Arctic Street**

WHEREAS, the Areyto Apartments is a twenty-unit affordable supportive housing development (the "**Project**") located at 665-679 Arctic Street (the "**Property**");

WHEREAS, the Property is majority-owned by the nonprofit entity known as "CASA" or the Chemical Abuse Services Agency, Inc., (the "**Owner**");

WHEREAS, the Owner is in an agreement with the Central Connecticut Coast YMCA, acting through its affiliate, Alpha Community Services YMCA, by which the YMCA (the "**Program Manager**") provides property management and resident services to the Property;

WHEREAS, in order to support the Owner and the Program Manager in their shared mission to develop and maintain an affordable supportive housing residence for low and moderate income persons (the "**Project**"), the City Council voted on October 2, 2006 to authorize the Director of the Office of Planning and Economic Development ("**OPED**") to execute an Agreement establishing a reduced tax payment schedule for the Property (the "**Original Agreement**");

WHEREAS, the Original Agreement established a fifteen-year tax payment schedule that began with the tax payment made on July 1, 2008, and has ended with the tax payment made this past January 1, 2023 for taxes due through June 30, 2023;

WHEREAS, the Original Agreement established an annual escalator of 3% relative to the tax payment due each successive year, such that the first annual tax payment made to the City (for fiscal year 2009) amounted to \$13,144, and such that the most recent annual tax payment made to the City (for fiscal year 2023) amounted to approximately \$17,513;

WHEREAS, the Owner has requested a fifteen year extension of the Original Agreement, along basically the same terms, so as to support the Project's ongoing fiscal stability so that it may continue to provide quality affordable supportive housing to a vulnerable population;

WHEREAS, in response to the Owner's request, OPED has developed a Tax Incentive Development Agreement (the "**Extension Agreement**"), attached hereto as **Attachment A**, which would pick up where the Original Agreement ended as to the annual tax payment amount due, and would continue with the application of the 3% annual tax payment escalator going forward, being the tax payment due on July 1, 2023 to the tax payment due on January 1, 2038, all as more particularly detailed in the document dated 05.31.2023 and entitled "*Areyto Apartments Affordable Housing Tax Incentive Payment Schedule Through January 1, 2038*," attached hereto as **Attachment B**;

WHEREAS, OPED has summarized the value of the tax incentive payments to be made per this Agreement and has summarized the value of the tax abatement to be provided per this Agreement in the document dated 05.31.2023 and entitled, "*Areyto Apartments – Value of Tax Incentive Payments and Value of Taxes Abated*," attached hereto as **Attachment C**.

WHEREAS Sections 8-215 and Section 8-216 of the Connecticut General Statutes (the "**Statutes**") provide that municipalities may by ordinance provide for real estate tax abatements for housing developed for low or moderate-income persons, and may enter into Agreements with the State of Connecticut, acting

through its Department of Housing (the “**State**”) to provide for the State’s reimbursement, at the State’s discretion, to the municipality of such taxes abated for this purpose;

WHEREAS the Statutes provide that such tax abatement shall be used for one or more of the following purposes: (1) To reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing; (2) to effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Economic and Community Development by regulation, or (3) to provide necessary related facilities or services in such housing;

WHEREAS, consistent with the purposes of the Statutes, and acting under the City’s *Affordable Housing Tax Incentive Development Program, Ch 3.24 of the Municipal Code* and pursuant to *Ch. 3.24.040.F of the Municipal Code*, which explicitly provides for the Council’s full review and vote on such matters, the City Council may authorize the extension of the Original Agreement for this Project; and

WHEREAS, the City Council finds it to be in the City’s best interest to support the ongoing financial stability of the Project and to provide an affordable housing tax abatement for the continued provision of safe, affordable, supportive housing units at the Property;

NOW THEREFORE, BE IT RESOLVED that the above recitals are hereby incorporated into the body of this resolution, that the Extension Agreement is hereby approved in substantially the form attached hereto, and that the Mayor or the OPED Director is authorized to execute the attached Agreement, and is authorized to execute such other documents and take such other necessary actions that may be necessary in furtherance of the Agreement and consistent with this resolution and in the best interests of the City.

ATTACHMENT A

TAX INCENTIVE DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF BRIDGEPORT ("CITY")

AND

CHEMICAL ABUSE SERVICES AGENCY, INC. ("DEVELOPER")

RE: Areyto Apartments, 665-679 Arctic Street, Bridgeport, CT

WHEREAS, the Developer owns certain real property located at 665-679 Arctic Street, Bridgeport, Connecticut as more particularly described in **Schedule A** attached hereto and made a part hereof (the "**Property**"), the site of an existing 20-unit supportive housing facility for low- and moderate-income residents (the "**Project**") on the Property; and

WHEREAS, the City Council previously approved a 15-year tax incentive development agreement to Chemical Abuse Services Agency, Inc. (the "**Developer**") on October 2, 2006 pursuant to the provisions of Ch. 3.24 of the Municipal Code of Ordinances providing for a reduced tax payment schedule for the Property (the "**Original Agreement**"); and

WHEREAS, the Developer has submitted an application for continued tax relief in accordance with Municipal Code Chapter 3.24 ("**Affordable Housing Tax Incentive Development Ordinance**") that allows for assistance to reduce rents below the levels which would be achieved in the absence of such abatement, to effect occupancy of such housing by persons and families of varying income levels, and to provide necessary related facilities or services in such housing in accordance with Chapter 8-215 and Chapter 8-216, Connecticut General Statutes (the "**Objectives**"); and

WHEREAS, the Developer will continue to own and operate the Project which would ordinarily be subject to real and personal property taxes ("**Taxes**"); and

WHEREAS, the Office of Planning and Economic Development ("**OPED**") has

reviewed the proposed request for continuation of tax relief for the Project in light of the Affordable Housing Tax Incentive Development Ordinance and the official policies and procedures and has determined that the Project is an eligible project and that the projected level of future Taxes on the Property and the Project under normal assessment and levy practices would make the continuation of the Project economically infeasible; and

WHEREAS, the Developer's Project on the Property continues to be beneficial to the City because it provides for the continuation of needed affordable supportive housing in the Bridgeport area; and

WHEREAS, OPED has determined that the Project is entitled to continue a tax incentive that will permit the Taxes to be partially abated during the next 15-year extension of the Project (the "**Term**") pursuant to this Agreement (the "**Extension Agreement**") commencing on July 1, 2023 and expiring on June 30, 2038 (the "**Term**") in the amounts and on the dates set forth in **Exhibit A** attached hereto and made a part hereof (the "**Tax Incentive**") and

WHEREAS, the Developer has agreed that the amount of such Tax Incentive will be used in the Project to achieve the Objectives; and

WHEREAS, the Developer has emphasized its willingness and commitment to continue the Project, conditioned upon the execution of an appropriately structured tax incentive agreement ("**Tax Incentive Agreement**") with the City authorized by the Housing Tax Incentive Development Ordinance; and

WHEREAS, OPED has reviewed the Developer's application for a Tax Incentive Agreement and has determined that the Project meets all of the requirements and economic tests of the Ordinance; and

WHEREAS, the scheduled Tax Incentive Payments shall at all times during and following each successive Grand List Year during the Term constitute a valid and legally binding lien on the Project, with full priority in accordance with applicable Connecticut law as set forth in Connecticut General Statutes Section 12-172.

[NOTE: Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Affordable Housing Tax Incentive Development Ordinance or in the Connecticut General Statutes cited herein.]

NOW, THEREFORE, the City and the Developer agree as follows:

The recitals set forth above are incorporated in and made part of this Extension Agreement.

1. **Tax Incentive Schedule; Commencement Date; Installments.** The Developer and the City hereby enter into this Extension Agreement for the Development Property permitting the establishment of Taxes during the Term, as follows:

(a) Next Fifteen (15) Years of Project Operation. Commencing on July 1, 2023, the Taxes due on the Property for the next fifteen (15) years of operation ("**Operating Period Tax Abatement**") shall be equal to the annual amounts set forth on **Exhibit A** attached hereto, a year being the 12-month period starting on July 1 of one year and ending of June 30 of the following year ("**Year**").

(b) Annual Escalator. Beginning in the second Year of the Operating Period Tax Abatement until the end of the Term, the Taxes due shall increase 3.0% (three percent) per Year above the Taxes in effect for the prior Year.

The Taxes due pursuant to paragraphs (a) and (b) above shall collectively be referred to as "**Tax Incentive Payments**" and each a "**Tax Incentive Payment**" during the Term, such Tax Incentive Payments being in lieu of all otherwise applicable Taxes on the Property and the Project. The Term shall commence on the day that a fully-executed original of this Agreement is delivered to the Developer (the "**Commencement Date**") and shall be paid in two (2) semi-annual installments during a Year on July 1 and on January 1 of the following year (each an "**Installment**") of the following year. If the first Installment falls on a day after July 1 or after January 1, as applicable, the Developer shall pay a proportionate amount of such Installment based on the number of days remaining until the next scheduled Installment becomes due (a "**Partial Installment**").

2. **Priority of Tax Incentive Payment Obligations.** The Tax Incentive Payments shall be applicable only as defined herein, shall be due and payable in Installments described on Exhibit A, and shall be subject to the City's right to enjoy and exercise all of the rights and privileges relating to such Tax Incentive Payments including lien priority as are set forth in Connecticut General Statutes, Section 12-172. It is a condition of this Tax Incentive Agreement that the Developer shall pay in a timely manner all Taxes that become due on the Property between the Commencement Date and the due date of the first Installment hereunder.

3. **Late Payment of Installments; Interest.** Upon commencement of the first Installment due, if any Installment is paid more than thirty (30) days after it became due (a "**Delinquency**"), said Installment shall bear interest at the statutory rate, currently 18% per annum, until paid without any notice or demand being required.

4. **Defaults; Remedies.** A default ("**Default**") shall exist hereunder if any of the following occur (each an "**Event of Default**"): If the Developer: (a) shall have committed a Delinquency in connection with three (3) Installments, regardless of whether the Developer subsequently paid such Installment with interest; (b) allowed a Delinquency to exist in excess of 90 days, regardless of whether the Developer subsequently paid such Installment with interest; or (c) violated any other material obligations on its part to be performed hereunder and such Event of Default continued beyond any applicable cure period. Upon the occurrence of an Event of Default under subsection (c) above, the City shall give the Developer thirty (30) days to cure such Default. Upon the occurrence of a Default that is not cured after the passage of any cure period hereunder, the City shall have the right (i) to terminate this Tax Incentive Agreement upon the giving of thirty (30) days' written notice, (ii) to record a notice in the Bridgeport land records terminating the Tax Incentive Agreement as of the date that termination takes effect, (iii) to collect all unpaid Installments due up to the date of termination, and (iv) to reinstate the Taxes that would otherwise be due on the Property and the Project in the absence of this Tax Incentive Agreement including costs and expenses of collection and reasonable attorneys' fees whether or not litigation is commenced. Termination of this Tax Incentive Agreement shall not invalidate, increase, or otherwise impact previous payments of Taxes for the period such payments were made.

5. **No Waiver.** Any forbearance or delay by the City in enforcing this Tax Incentive Agreement or in exercising any right or remedy hereunder at law or in equity shall not constitute a waiver of a Default nor shall it preclude the City from exercising any such right or pursuit of said remedy in the future.

6. **WPCA Fees; DSSD Taxes.** This Tax Incentive Agreement and the Taxes to be paid are separate and distinct from any Water Pollution Control Authority user charges and Downtown Special Services District impositions that the Developer may be obligated to pay.

7. **Binding Effect.** This Tax Incentive Agreement shall be binding upon the

City and the Developer, and their respective successors and permitted assigns, and shall be recorded in the Bridgeport Land Records in order to be effective.

8. **Amendments.** This Tax Incentive Agreement may only be modified or amended by a written agreement, duly executed by all the parties hereto.

9. **Notices.** All notices required or desired hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, postage prepaid, deposited in a repository of the United States Postal Service or by a recognized overnight courier service addressed to the receiving party at its address specified below:

All notices to the City: Director
 Office of Planning and Economic Development
 Margaret E. Morton Government Center
 999 Broad Street, 2nd Floor
 Bridgeport, CT 06604

with a copy to City Attorney
 Office of the City Attorney
 Margaret E. Morton Government Center
 999 Broad Street, 2nd Floor
 Bridgeport, CT 06604

All notices to Developer:

with a copy to:

10. **Payment Procedure.** The Developer shall make all Installments payable to the Tax Collector, Bridgeport City Hall, 45 Lyon Terrace, Bridgeport, CT 06604, and shall submit each Installment with a notation to the Tax Collector that said payment is being made in accordance with this "**Areyto Apartments Tax Incentive Agreement**". The Developer will receive tax bills on a regular basis based upon the Property's

assessed value, however, in order to take advantage of the rights and privileges offered by this Tax Incentive Agreement, the Developer must strictly comply with the payment procedure described above.

11. **Applicable Law; Resolution of Disputes.** This Tax Incentive Agreement shall be governed by and construed according to the laws of the State of Connecticut without reference to the principles thereof respecting conflicts of laws. The parties agree to the exclusive jurisdiction of the courts located in Fairfield County, Connecticut for the resolution of all disputes that may arise hereunder.

12. **Entire Agreement.** This Tax Incentive Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and any prior or contemporaneous oral or written agreements are hereby merged herein.

13. **Transfers.** This Tax Incentive Agreement is transferable upon the sale of the Property or the sale or transfer of a controlling interest in the Developer (collectively, "**Transfer of Control**") under certain conditions set forth in the Tax Incentive Ordinance, as follows:

(a) Prior to a Transfer of Control, the then-current owner of the Property, including those who acquire a controlling interest in the then-current owner of the Property ("**Transferee**"), shall be required to give prior written notice to the City of the intent to make a Transfer of Control including a transfer of all of the original applicant's obligations under the Tax Incentive Development Agreement ("**Obligations**");

(b) Each Transferee shall demonstrate its ability to carry out the Obligations; and

(c) Each Transferee shall execute an assignment and assumption agreement of the Obligations with OPED, which document shall be recorded on the Bridgeport Land Records.

Except as otherwise specifically provided herein, a Transfer of Control without the City's prior written consent shall constitute a Default under this Tax Incentive Agreement on and as of the date of such transfer and shall permit the City in its sole discretion to terminate the Tax Incentive Agreement. Notwithstanding anything to the contrary stated herein, a Transfer of Control to an affiliate of the applicant, that is, to an entity that is

controlled by under common control of the Developer ("**Affiliate**") for the Tax Incentive Agreement or an Affiliate of any subsequent Transferee approved in advance by the City shall not constitute a Default under this Agreement.

14. **No Discrimination.** Neither the Developer nor its successors and permitted assigns shall discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, creed, age, marital status, national origin, sex, sexual orientation, veteran's status, mental retardation or physical disability, in the sale, lease, rental, use or occupancy of the Property or any improvements to be erected thereon, or in its employment or contracting practices, shall not effect or execute any agreement, lease, conveyance, or other instrument having a discriminatory intention or effect, and shall comply with all federal, state and local laws prohibiting discrimination.

15. **Excusable Delay.** The parties hereto, respectively, shall not be in default of their respective obligations under this Tax Incentive Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of a law, rule or regulation or a change in existing laws, rules or regulations that prevents any party's ability to perform its respective obligations hereunder, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Tax Incentive Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the parties and may result in the need to modify the agreement accordingly.

16. **Cessation of Operations.** Upon the Developer's ceasing construction of

the Project for a period of six (6) months or longer or commercial operation of any Project Component for six (6) months or longer, the City shall give notice to the Developer and if the Developer does not sufficiently explain and verify, with applicable documentation within thirty (30) days after delivery of such notice, why it believes that it has not stopped development of the Project or why it believes that it has not ceased commercial operation as determined by the City in the exercise of its commercial business judgment, this Tax Incentive Agreement shall come to an end at the end of such 30-day period ("**Termination Date**"), whereupon the City shall have the right to deem that a Default has occurred and shall terminate this Agreement, whereupon the parties shall have no further obligations to one another except for those obligations specifically stated to survive early termination.

NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS THEREOF, the parties have executed this agreement this _____ day of _____, 2023.

In the presence of:

CITY OF BRIDGEPORT

By: _____

Title: _____
duly-authorized

STATE OF CONNECTICUT)

) ss. Bridgeport _____, 2023

COUNTY OF FAIRFIELD)

Personally appeared _____, _____ of Bridgeport, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed in such capacity and the free act and deed of the City of Bridgeport before me.

Commissioner of the Superior Court
Notary Public
Commission Expires:

DEVELOPER

In presence of:

By: _____

Title: _____
duly authorized

STATE OF)

) ss. _____, 2023

COUNTY OF)

Personally appeared _____, _____ of
_____, signer and sealer of the foregoing instrument, and
acknowledged the same to be his/her free act and deed in such capacity and the free
act and deed of _____, before me.

Commissioner of the Superior Court
Notary Public
My commission expires on:

SCHEDULE A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

EXHIBIT A

Schedule of Installments

Installments

ABSENT EARLIER TERMINATION OF THIS TAX INCENTIVE AGREEMENT, FULL PAYMENT OF ALL REGULARLY ASSESSED PROPERTY TAXES BECOME DUE AND OWING COMMENCING ON JULY 1, 2023.

EXHIBIT A

05.31.2023

Areyto Apartments - Affordable Housing Tax Incentive Payment Schedule Thru January 1, 2038

<u>Date</u>	<u>PMT</u>	<u>Deal Year</u>	<u>FY Total</u>	<u>FY</u>
07.01.2023	9,019.35	1	18,038.70	FY24
01.01.2024	9,019.35			
07.01.2024	9,289.93	2	18,579.86	FY25
01.01.2025	9,289.93			
07.01.2025	9,568.63	3	19,137.26	FY26
01.01.2026	9,568.63			
07.01.2026	9,855.69	4	19,711.37	FY27
01.01.2027	9,855.69			
07.01.2027	10,151.36	5	20,302.71	FY28
01.01.2028	10,151.36			
07.01.2028	10,455.90	6	20,911.80	FY29
01.01.2029	10,455.90			
07.01.2029	10,769.57	7	21,539.15	FY30
01.01.2030	10,769.57			
07.01.2030	11,092.66	8	22,185.32	FY31
01.01.2031	11,092.66			
07.01.2031	11,425.44	9	22,850.88	FY32
01.01.2032	11,425.44			
07.01.2032	11,768.21	10	23,536.41	FY33
01.01.2033	11,768.21			
07.01.2033	12,121.25	11	24,242.50	FY34
01.01.2034	12,121.25			
07.01.2034	12,484.89	12	24,969.78	FY35
01.01.2035	12,484.89			
07.01.2035	12,859.44	13	25,718.87	FY36
01.01.2036	12,859.44			
07.01.2036	13,245.22	14	26,490.44	FY37
01.01.2037	13,245.22			
07.01.2037	13,642.58	15	27,285.15	FY38
01.01.2038	13,642.58			

TOTAL	335,500
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Last PMT 01.01.2023	17513.3
Ann Escalator	1.03
Divisor	0.5

OPED 05.31.2023

ATTACHMENT B 05.31.2023

Areyto Apartments - Affordable Housing Tax Incentive Payment Schedule Thru January 1, 2038

<u>Date</u>	<u>PMT</u>	<u>Deal Year</u>	<u>FY Total</u>	<u>FY</u>
07.01.2023	9,019.35	1	18,038.70	FY24
01.01.2024	9,019.35			
07.01.2024	9,289.93	2	18,579.86	FY25
01.01.2025	9,289.93			
07.01.2025	9,568.63	3	19,137.26	FY26
01.01.2026	9,568.63			
07.01.2026	9,855.69	4	19,711.37	FY27
01.01.2027	9,855.69			
07.01.2027	10,151.36	5	20,302.71	FY28
01.01.2028	10,151.36			
07.01.2028	10,455.90	6	20,911.80	FY29
01.01.2029	10,455.90			
07.01.2029	10,769.57	7	21,539.15	FY30
01.01.2030	10,769.57			
07.01.2030	11,092.66	8	22,185.32	FY31
01.01.2031	11,092.66			
07.01.2031	11,425.44	9	22,850.88	FY32
01.01.2032	11,425.44			
07.01.2032	11,768.21	10	23,536.41	FY33
01.01.2033	11,768.21			
07.01.2033	12,121.25	11	24,242.50	FY34
01.01.2034	12,121.25			
07.01.2034	12,484.89	12	24,969.78	FY35
01.01.2035	12,484.89			
07.01.2035	12,859.44	13	25,718.87	FY36
01.01.2036	12,859.44			
07.01.2036	13,245.22	14	26,490.44	FY37
01.01.2037	13,245.22			
07.01.2037	13,642.58	15	27,285.15	FY38
01.01.2038	13,642.58			

TOTAL	335,500
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Last PMT 01.01.2023	17513.3
Ann Escalator	1.03
Divisor	0.5

ATTACHMENT C

(OPED_05.31.2023)

Areyto Apartments

Value of Tax Incentive Payments & Value of Taxes Abated

<u>Tax Year</u>	<u>Incentive Tax</u>	<u>Full Tax</u>	<u>Difference</u>	<u>% Full</u>	<u>% Abated</u>
FY 26	18,039	80,756	(62,717)	22%	78%
FY 27	18,580	80,756	(62,176)	23%	77%
FY 28	19,137	80,756	(61,618)	24%	76%
FY 29	19,711	80,756	(61,044)	24%	76%
FY 30	20,303	80,756	(60,453)	25%	75%
FY 31	20,912	80,756	(59,844)	26%	74%
FY 32	21,539	80,756	(59,217)	27%	73%
FY 33	22,185	80,756	(58,570)	27%	73%
FY 34	22,851	80,756	(57,905)	28%	72%
FY 35	23,536	80,756	(57,219)	29%	71%
FY 36	24,243	80,756	(56,513)	30%	70%
FY 37	24,970	80,756	(55,786)	31%	69%
FY 38	25,719	80,756	(55,037)	32%	68%
FY 39	26,490	80,756	(54,265)	33%	67%
FY 40	27,285	80,756	(53,471)	34%	66%
Total	335,500	1,211,336	(875,836)	28%	72%

<u>Areyto Actuals</u>	
# units	20
A.Val '22	1,858,590
Full Tax	80,756
Tax/Unit	4,038