#### **AGENDA**

#### CITY COUNCIL MEETING

#### MONDAY, MAY 15, 2023

7:00 p.m.

# CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE

#### **BRIDGEPORT, CONNECTICUT 06604**

Prayer

Pledge of Allegiance

Roll Call

Public Hearing re: Proposed Resolution Approving Programs for the 2023 Connecticut Neighborhood Assistance Act Tax Credit Program.

#### MINUTES FOR APPROVAL:

Approval of City Council Minutes: April 17, 2023

#### COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 60-22 Communication from WPCA re: Proposed Fiscal 2024 Budget, Proposed charges for the connection with and for the use of the City's Sewerage System and Public Hearing pursuant to Ordinance Section 13.04.420, ACCEPTED AND MADE PART OF THE RECORD.
- 61-22 Communication from Central Grants re: Grant Submission: National Park Service Land and Water Conservation Fund Outdoor Recreation Legacy Partnership Grants Program (#24462), referred to Economic and Community Development and Environment Committee.
- Communication from Central Grants re: Grant Submission: Connecticut DECD Office of Brownfield Remediation and Development Municipal Grant Program (#24443), referred to Economic and Community Development and Environment Committee.
- 63-22 Communication from Central Grants re: Grant Submission: Connecticut Department of Education 2023-24 Summer Enrichment Grant Program (#23681), referred to Education and Social Services Committee.
- 65-22 Communication from City Attorney re: Proposed Amendment to the Municipal Code of Ordinances, amend Chapter 8.81 Sexually Oriented Business Ordinance, referred to Ordinance Committee.
- Communication from Mayor re: Proposed 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., referred to Ordinance Committee.

#### RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

Resolution presented by Council Member(s) Mack and Co-sponsor(s): Nieves Burns, Cruz, Newton & Herron re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 2.94 – Fair Rent Commission, amend Section(s): 2.94.030 – Membership, 2.94.040 – Members' Terms and 2.94.060 – Quorum and Procedures, referred to Ordinance Committee.

#### ITEMS FOR IMMEDIATE CONSIDERATION:

- 64-22 Communication from Central Grants re: Grant Submission: The Justice Education Center Park City United/Midnight Basketball, FOR IMMEDIATE CONSIDERATION.
- **68-22** Communication from OPM re: Establishing of Mill Rates for Fiscal Year 2023-2024, **FOR IMMEDIATE CONSIDERATION**.

#### MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- \*51-22 Contracts Committee Report re: Professional Services Agreement with Clifton Larson Allen, LLC (CLA) for Auditing Services.
- \*59-22 Contracts Committee Report re: Lease Agreement with Sikorsky Federal Credit Union for space at City Hall, 45 Lyon Terrace in Bridgeport.

#### MATTERS TO BE ACTED UPON:

Contracts Committee Report re: Agreement with the National Association of Government Employees (NAGE), Local R1-200 for the period of July 1, 2022 through June 30, 2026 regarding their Bargaining Unit Contract.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MAY 15, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

NAME SUBJECT

John Marshall Lee
 30 Beacon Street
 Bridgeport, CT 06605

Bridgeport Governance & Finances.

# CITY COUNCIL MEETING PUBLIC SPEAKING FORUM MONDAY, MAY 15, 2023 City Council Chambers, City Hall 45 Lyon Terrace Bridgeport, CT 06604

#### **CALL TO ORDER**

Council President Nieves called the Public Speaking session of the City Council to order at 6:41 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

139th District: Ernest Newton

138 <sup>th</sup> District: Maria Pereira, Samia Suliman	131 <sup>st</sup> District: 132 <sup>nd</sup> District: 133 <sup>rd</sup> District: 134 <sup>th</sup> District: 135 <sup>th</sup> District: 136 <sup>th</sup> District:	Scott Burns, Matthew McCarthy Jorge Cruz, Tyler Mack Rolanda Smith Aikeem Boyd, Jeanette Herron Michelle Lyons, AmyMarie Vizzo-Paniccia Mary McBride-Lee, Rosalina Roman-Christy Frederick Hodges, Alfredo Castillo Aidee Nieves, Maria Valle	1531	23 MAY 23 AM IO: 52	CITY CLERKS OF FICE
		Aidee Nieves, Maria Valle Maria Pereira, Samia Suliman		2	1.1

A quorum was present. Names shown in italics did not respond when the roll was called. A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MAY 15, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

#### **NAME**

#### **SUBJECT**

John Marshall Lee 30 Beacon Street Bridgeport, CT 06605 Bridgeport Governance & Finances.

Mr. Lee came forward and read the following statement into the record:

A recent report in the CT Post stated that 12,134 units were "affordable" among 57,000 residential units. Assuming those numbers are accurate, the balance of housing is priced above the current level determined by authorities as "affordable". Likely these residential units are rental units of all kinds with different landlord/owners. Some units are part of a HUD voucher system operated by Bridgeport Housing Authority currently termed Park City Communities.

How many of the folks in so-called 'affordable' housing rely on you in your district? When do they call upon you? Do you encourage the formation of 'tenant groups? I understand that the City Council has created a committee to restore a Fair Rent Commission. I was at a recent hearing where OPED, supposed administrator of economic development and City needs, presented a delayed affordable housing report as required by the State of CT, but was turned down and asked to put more meaningful data into such a report. Is this final report available for review or approval? Could one of the issues with a second attempt turndown of funds for East Side affordable housing be the unresponsiveness of City authorities?

Since my last Council conversation, I met with one of you who told me that I am under consideration for an appointment to a resurrected FAIR Rent Commission. Carefully I asked for information on the role of such a citizen group, what issues they can deal with other than rental expenses, whether staffing and enforcement powers have been considered in the new group. In my personal oversight role, I have observed the weakness or failure of too many citizen boards and commissions to support the genuine cause for which they may have been formed. At my age I respect my personal limits and do not

wish to waste time or energy on membership without meaning.

After 15 years or so observing boards and commissions Citywide, I will take a couple weeks of learning and review to see what is at hand. That will not hurt the public. That public is the same one you face. There are old and young; black, brown, and white faces among them with different levels of education but aspiring to learn more as they reach for economic success, Some among this public are homeowner/taxpayers but most are renters, and very many who live here are older, infirm, or disabled, and enjoy subsidies from HUD by law and CT in the form of renter rebates. Who do these folks talk to? Who are the owners of the properties? Do they care about their tenants, or hide from them? Corporate names and LLC designations mask the info. What rights do renters have across the spectrum? Time will tell.

#### Mr. Germaine Rogers

1188 Main Street Bridgeport, CT

Mr. Rogers said that he was present to follow up on issues and said that the Council members should be checking into the FOI request for the constituents. He said that Council Member Cruz had contacted the City Attorney and gotten the issue resolved.

Mr. Rogers said that he had a productive meeting with the Police administration about how the officers had interacted with him. It is important for the residents to have their Council Members' support.

Ms. Eneida Martinez

1819 Connecticut Avenue Bridgeport, CT

Ms. Martinez came forward and greeted the Council Members. She said she was there to speak about an email that went out to 109 people about city business. City emails should not be used for political campaigning. A threat was made to Council Member Herron regarding upcoming political races and others were called out by name. When the Council Members are sworn in, they are informed that there are things that should not be discussed in the City emails. Campaigning is a violation of these rules.

The fact that Council Member Pereira threatens other Council Members, constantly verbally attacking them or telling them to be quiet and sit down along with verbally abusing the City Attorney. This behavior is unacceptable, unprofessional and should not be tolerated. The Council Members allow her to do this out of fear of retaliation. This behavior is inappropriate.

Ms. Martinez asked how Council Member Pereira attack the other Council Members since she is a felon and arsonist. Council Member Pereira made several posts on Facebook attacking other Council Members.

Ms. Martinez's next comments became inaudible when Council Member Pereira started to object loudly.

Ms. Martinez requested the other Council Members to confront this behavior. Council President Nieves pointed out that there were minors present in the audience.

Ms. Martinez said that Council Member Pereira should run again because there was another candidate for the 138th District now.

Chris Caruso

1775 Madison Avenue.

208 Beechmont Avenue Bridgeport, CT 06606

Mr. Caruso came forward and made the following statements to the Council:

Good evening Madame President and Members of the Bridgeport City Council. My name is Chris Caruso and I reside on Beechmont Avenue in Bridgeport.

This evening, my remarks are a continuation of the ones I spoke to you about at the last meeting of the City Council; a constitutional travesty and conspiracy against the People of Bridgeport. In particular, the building of 177 apartment units with underground parking garage at 1775 Madison Avenue, and with NO public hearing. Thus, the property owners and taxpayers of that neighborhood have been shut out of the process.

Tonight, I call on you, Members of the City Council, the Mayor and the Bridgeport Legislative Delegation to Hartford; to request of the City Attorney a comprehensive legal review of pertinent state statues, city ordinance and zoning regulations in regard to the development of 1775 Madison Avenue. Such review must culminate in a formal legal opinion by the City Attorney that details any appropriate legal action that can be taken to allow for a public hearing.

Further, I call on you, Members of the City Council, the Mayor and the Bridgeport Legislative Delegation to Hartford; to request the Bridgeport Planning and Zoning Commission enact a "tailored" moratorium on provisions and regulations of the Bridgeport Master Plan until a comprehensive review is conducted and modifications to protect the public interest are recommended especially "grandfathered in" development proposals by developers and their attorneys.

Further, I request that the current staff of the Bridgeport Planning Department not be permitted to participate in the comprehensive review of the Master Plan as the result of a moratorium. It is my understanding that certain employees of the Planning Department held meetings prior to the adoption of the Master Plan with developers and their attorneys concerning proposals that would come before the Planning and Zoning Commission after the Master Plan was adopted. Such meetings were not public, but held privately. As a result, I believe that the Planning Department does not have the autonomy or independence necessary to be objective.

Finally, I call on the Members of the City Council to hold a special meeting as the "Committee of the Whole" to allow me and others to present the results of research that has been undertaken concerning 1775 Madison Avenue. In particular, the lack of action by the City Council that led to the disenfranchising of the People of Bridgeport especially those taxpayers and neighbors around 1775 Madison Avenue. My objective is not to point fingers, but rather to expose pertinent facts.

In the past, I have warned Members of the City Council of the adverse impact that the Master Plan and proposed changes would have on every neighborhood of the City. In order to decipher the Plan, one must have a degree in land use to fully understand its ramifications on neighborhood and property owners. It's just a matter of time before a proposal such as 1775 Madison is foisted on other neighborhoods in Bridgeport.... neighborhoods in your districts.

I will formally request in writing, that you, Members of the City Council, the Mayor and Members of the Bridgeport Legislative Delegation to Hartford take action on the points that I mentioned here this evening.

Thank you and good evening.

#### Ms. Christina Smith

29 Circular Avenue Bridgeport, CT

Ms. Smith came forward and invited all of the Council Members to attend an event on May 20th at 503 Hollow Street. There will also be registration for other events in the City. She mentioned a second event at Citibank on May 21st from 10 a.m. to 1 p.m. She concluded by thanking the Council for their time.

#### **ADJOURNMENT**

Council President Nieves adjourned the public speaking portion of the meeting at 6:58 p.m.

Respectfully submitted,

Telesco Secretarial Services

#### CITY OF BRIDGEPORT

#### CITY COUNCIL MEETING

#### MONDAY, MAY 15, 2023

#### 7:00 PM

#### City Council Chambers, City Hall - 45 Lyon Terrace

#### **Bridgeport, Connecticut**

#### **CALL TO ORDER**

Council President Nieves called the Regular Meeting of the City Council to order at 7:05 p.m.

#### **PRAYER**

Council President Nieves asked Council Member Hodges to lead those present in prayer.

Council Member Vizzo-Paniccia asked for a moment of silence in memory of two former Bridgeport Police Officers who passed away: Charles D. Mack and William Reilly.

Council Member Newton asked those present to remember the families of those who have passed away recently also.

#### PLEDGE OF ALLEGIANCE

Council President Nieves asked Council Member Castillo to lead those present in reciting the Pledge of Allegiance.

#### **ROLL CALL**

The City Clerk Lydia Martinez called the roll.

130th District: Scott Burns, Matthew McCarthy

131st District: Jorge Cruz, Tyler Mack

132<sup>nd</sup> District: Rolanda Smith

133rd District: Aikeem Boyd, Jeanette Herron

134<sup>th</sup> District: Michelle Lyons, AmyMarie Vizzo-Paniccia 135<sup>th</sup> District: Mary McBride-Lee, Rosalina Roman-Christy

136<sup>th</sup> District: Frederick Hodges, Alfredo Castillo

137th District: Aidee Nieves, Maria Valle

138th District: Maria Pereira, Samia Suliman

139th District: Ernest Newton

A quorum was present. Names shown in italics did not respond when the roll was called. A quorum was present.

Council President Nieves said that there were some students who were graduating from one the Lighthouse Program present at the meeting. One of the instructors came forward and gave a brief overview of the program.

Council President Nieves presented the graduates with certificates.

58-22 Public Hearing re: Proposed Resolution Approving Programs for the 2023 Connecticut Neighborhood Assistance Act Tax Credit Program.

Council President Nieves opened the hearing on the Connecticut Neighborhood Assistance Act Tax Credit Program at 7:20 p.m. She asked if there was anyone present who wished to address the Council regarding this program.

Council Member Pereira said that she was pleased to see that the applications were done properly and that there were no applications from any organizations outside of Bridgeport.

Council President Nieves asked if there was anyone else present who wished to address the Council regarding this program. Hearing none, she closed the public hearing on the Connecticut Neighborhood Assistance Act Tax Credit Program at 7:22 p.m.

#### MINUTES FOR APPROVAL:

- April 17, 2023
- \*\* COUNCIL MEMBER HERRON MOVED THE MINUTES OF THE APRIL 17, 2023 MEETINGS.
- \*\* COUNCIL MEMBER LYONS SECONDED.
- \*\* THE MOTION TO APPROVE THE MINUTES OF THE APRIL 17, 2023 MEETING AS SUBMITTED PASSED UNANIMOUSLY.

# **COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 60-22 Communication from WPCA re: Proposed Fiscal 2024 Budget, Proposed charges for the connection with and for the use of the City's Sewerage System and Public Hearing pursuant to Ordinance Section 13.04.420, ACCEPTED AND MADE PART OF THE RECORD.
- 61-22 Communication from Central Grants re: Grant Submission: National Park Service Land and Water Conservation Fund Outdoor Recreation Legacy Partnership Grants Program (#24462), referred to Economic and Community Development and Environment Committee.

- 62-22 Communication from Central Grants re: Grant Submission: Connecticut DECD Office of Brownfield Remediation and Development Municipal Grant Program (#24443), referred to Economic and Community Development and Environment Committee.
- 63-22 Communication from Central Grants re: Grant Submission: Connecticut Department of Education 2023-24 Summer Enrichment Grant Program (#23681), referred to Education and Social Services Committee.
- 65-22 Communication from City Attorney re: Proposed Amendment to the Municipal Code of Ordinances, amend Chapter 8.81 Sexually Oriented Business Ordinance, referred to Ordinance Committee.
- 66-22 Communication from Mayor re: Proposed 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., referred to Ordinance Committee.

# RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

- 67-22 Resolution presented by Council Member(s) Mack and Co-sponsor(s): Nieves Burns, Cruz, Newton & Herron re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 2.94 Fair Rent Commission, amend Section(s): 2.94.030 Membership, 2.94.040 Members' Terms and 2.94.060 Quorum and Procedures, referred to Ordinance Committee.
- \*\* COUNCIL MEMBER MCCARTHY MOVED TO COMBINE AND REFER THE FOLLOWING AGENDA ITEMS:

## COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 60-22 COMMUNICATION FROM WPCA RE: PROPOSED FISCAL 2024 BUDGET, PROPOSED CHARGES FOR THE CONNECTION WITH AND FOR THE USE OF THE CITY'S SEWERAGE SYSTEM AND PUBLIC HEARING PURSUANT TO ORDINANCE SECTION 13.04.420, ACCEPTED AND MADE PART OF THE RECORD.
- RE: GRANT CENTRAL GRANTS FROM 61-22 COMMUNICATION AND WATER SERVICE LAND PARK NATIONAL SUBMISSION: LEGACY **OUTDOOR** RECREATION **FUND** \_ CONSERVATION PARTNERSHIP GRANTS PROGRAM (#24462), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.
- 62-22 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CONNECTICUT DECD OFFICE OF BROWNFIELD REMEDIATION AND DEVELOPMENT MUNICIPAL GRANT PROGRAM

(#24443), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

63-22 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CONNECTICUT DEPARTMENT OF EDUCATION – 2023-24 SUMMER ENRICHMENT GRANT PROGRAM (#23681), REFERRED TO EDUCATION AND SOCIAL SERVICES COMMITTEE.

65-22 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, AMEND CHAPTER 8.81 – SEXUALLY ORIENTED BUSINESS ORDINANCE, REFERRED TO ORDINANCE COMMITTEE.

66-22 COMMUNICATION FROM MAYOR RE: PROPOSED 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., REFERRED TO ORDINANCE COMMITTEE.

# RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:

67-22 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) MACK AND CO-SPONSOR(S): NIEVES BURNS, CRUZ, NEWTON & HERRON RE: PROPOSED AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 2.94 – FAIR RENT COMMISSION, AMEND SECTION(S): 2.94.030 – MEMBERSHIP, 2.94.040 – MEMBERS' TERMS AND 2.94.060 – QUORUM AND PROCEDURES, REFERRED TO ORDINANCE COMMITTEE.

- \*\* COUNCIL MEMBER LYONS SECONDED.
- \*\* THE MOTION PASSED UNANIMOUSLY.

# **ITEMS FOR IMMEDIATE CONSIDERATION:**

64-22 Communication from Central Grants re: Grant Submission: The Justice Education Center – Park City United/Midnight Basketball, FOR IMMEDIATE CONSIDERATION.

\*\* COUNCIL MEMBER NEWTON MOVED TO SUSPEND THE RULES FOR IMMEDIATE CONSIDERATION OF AGENDA ITEM 64-22 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: THE JUSTICE EDUCATION CENTER – PARK CITY UNITED/MIDNIGHT BASKETBALL.

\*\* COUNCIL MEMBER HERRON SECONDED.

A 2/3rds majority was required for approval.

\*\* THE MOTION PASSED UNANIMOUSLY.

\*\* COUNCIL MEMBER ROMAN-CHRISTY MOVED AGENDA ITEM 64-22 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: THE JUSTICE EDUCATION CENTER – PARK CITY UNITED/MIDNIGHT BASKETBALL.

\*\* COUNCIL MEMBER NEWTON SECONDED.

Police Captain Cotto and Police Sergeant Campo came forward to speak about the proposed program.

Council Member Pereira expressed concerns about whether there would be enough sector patrol cars coverage available on Friday and Saturday nights when the basketball games were in progress. Sgt. Campo said that there would not be a reduction in the number of sector patrol cars during those times.

Mayor Ganim joined the meeting at 7:26 p.m. and assumed the chairmanship.

Council Member Newton said that he was in favor because this gives the youth an opportunity to interact with the officers. He commended the officers for the program.

Council Member Lyons agreed with Council Member Newton 's commendation and said that there used to be a similar program at Blackham school.

Council Member Cruz congratulated them on the program. He said that he wanted to add a handball court to the other sports programs and mentioned a handball league that he was familiar with.

Council Member McBride-Lee said that she was excited about this. The parents need to support the program. She said that the thing that was lacking was the officers interacting with the youth.

Council Member Hodges asked what ages they would be handling and what kind of life skills the participants would get. He mentioned have vocational schools for the youth.

Council Member Herron said that it was plus to have the Police Officers step up and sponsor the program.

- \*\* THE MOTION PASSED UNANIMOUSLY.
- 68-22 Communication from OPM re: Establishing of Mill Rates for Fiscal Year 2023-2024, FOR IMMEDIATE CONSIDERATION.
- \*\* COUNCIL MEMBER NEWTON MOVED TO SUSPEND THE RULES FOR IMMEDIATE CONSIDERATION OF AGENDA ITEM 68-22 COMMUNICATION FROM OPM RE: ESTABLISHING OF MILL RATES FOR FISCAL YEAR 2023-2024. \*\* COUNCIL MEMBER HERRON SECONDED.

Council Member Newton then gave a brief overview of the Charter requirements involving the mill rate.

A 2/3rds majority was required for approval.

- \*\* THE MOTION PASSED UNANIMOUSLY.
- \*\* COUNCIL MEMBER NEWTON MOVED AGENDA ITEM 68-22 COMMUNICATION FROM OPM RE: ESTABLISHING OF MILL RATES FOR FISCAL YEAR 2023-2024.
- \*\* COUNCIL MEMBER HERRON SECONDED.

Council Member Newton said that they were fortunate to put together a balanced budget. He said that hopefully better days were coming.

Council Member Pereira said that she would be voting against this budget because the May 8th meeting was illegal.

\*\* THE MOTION PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, SMITH, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).

# MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- \*51-22 Contracts Committee Report re: Professional Services Agreement with Clifton Larson Allen, LLC (CLA) for Auditing Services.
- \*59-22 Contracts Committee Report re: Lease Agreement with Sikorsky Federal Credit Union for space at City Hall, 45 Lyon Terrace in Bridgeport.

Mayor Ganim asked if there was any Council Member who would like to remove this item from the Consent Calendar. Council Member Pereira requested that both items be removed from the Consent Calendar.

- 51-22 Contracts Committee Report re: Professional Services Agreement with Clifton Larson Allen, LLC (CLA) for Auditing Services.
- \*\* COUNCIL MEMBER NEWTON MOVED AGENDA ITEM 51-22 CONTRACTS COMMITTEE REPORT RE: PROFESSIONAL SERVICES AGREEMENT WITH CLIFTON LARSON ALLEN, LLC (CLA) FOR AUDITING SERVICES. \*\* COUNCIL MEMBER CASTILLO SECONDED.

Council Member Pereira said that during the committee meeting Mr. Flatto has announced there had been a negotiated reduction made and she wanted to be certain that the negotiated amount was amended. She said that there was supposed to be an attachment to the email, but it was not there. One of the attorneys came forward and stated that all of the changes had been made to the document.

#### \*\* THE MOTION PASSED UNANIMOUSLY.

- 59-22 Contracts Committee Report re: Lease Agreement with Sikorsky Federal Credit Union for space at City Hall, 45 Lyon Terrace in Bridgeport.
- \*\* COUNCIL MEMBER MCCARTHY MOVED AGENDA ITEM 59-22 CONTRACTS COMMITTEE REPORT RE: LEASE AGREEMENT WITH SIKORSKY FEDERAL CREDIT UNION FOR SPACE AT CITY HALL, 45 LYON TERRACE IN BRIDGEPORT.
- \*\* COUNCIL MEMBER CRUZ SECONDED.

Council Member Pereira said that in Committee there was a problem with the pagination and she wanted to make sure pages were numbered correct. Mr. Flatto said that the pagination issue had been corrected.

\*\* THE MOTION PASSED UNANIMOUSLY.

#### MATTERS TO BE ACTED UPON:

55-22 Contracts Committee Report re: Agreement with the National Association of Government Employees (NAGE), Local R1-200 for the period of July 1, 2022 through June 30, 2026 regarding their Bargaining Unit Contract.

Council Member Pereira said that this was the worst written contract she had ever read. She said that it should be clear to the Council Members which items were being changed and added that there was no pagination.

Council Member Newton said that Council Members sit on the Contracts Committee and the Union reps answered every one of Council Member Pereira's questions. He said the representatives did an excellent job. They tried to explain the items to the best of their ability. While the Council Members play many different roles, Council Member Newton is going to rely on the attorneys who are the experts and felt it is a good contract and positive for the City.

\*\* COUNCIL MEMBER MCCARTHY MOVED AGENDA ITEM 55-22 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH THE NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (NAGE), LOCAL R1-200 FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2026 REGARDING THEIR BARGAINING UNIT CONTRACT.

\*\* COUNCIL MEMBER CRUZ SECONDED.

- \*\* THE MOTION PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, SMITH, BOYD, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, VALLE, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).
- \*\* COUNCIL MEMBER CASTILLO MOVED TO SUSPEND THE RULES TO ADD AN ITEM FOR REFERRAL TO THE CONTRACTS COMMITTEE REGARDING A RESOLUTION REGARDING CT INNOVATIONS/CADENZA INNOVATIONS OF DANBURY RE: PURPOSE OF DONATING TO THE CITY OF BRIDGEPORT AT NO COST TO THE CITY OF BRIDGEPORT TO THE AGENDA.
- \*\* COUNCIL MEMBER HERRON SECONDED.
- \*\* THE MOTION PASSED UNANIMOUSLY. (ITEM #69-22)
- \*\* COUNCIL MEMBER CASTILLO MOVED TO REFER AN ITEM TO THE CONTRACTS COMMITTEE REGARDING A RESOLUTION REGARDING CT INNOVATIONS/CADENZA INNOVATIONS OF DANBURY RE: PURPOSE OF DONATING TO THE CITY OF BRIDGEPORT AT NO COST TO THE CITY OF BRIDGEPORT TO THE AGENDA.
- \*\* COUNCIL MEMBER HODGES SECONDED.
- \*\* THE MOTION PASSED UNANIMOUSLY. (ITEM #69-22)

Council Member McBride-Lee requested and was granted a point of personal privilege. Council Member McBride-Lee said that she had sent her friends invitations to her book signing on the 20th. She said that she had to change the signing to the 27th because the Secretary of Education was going to be there.

Council Member Vizzo-Paniccia said there were many hours put in on the budget. She said that when the delegation works together with other delegations in Hartford, she would like to ask the Mayor to inform the City Council.

Mayor Ganim said that they were able to work on the budget and he was pleased to see how it turned out.

Council President Nieves said that each of the Council Members have different personalities. She said that she would not tolerate disrespectful behavior or emails, Facebook postings or other media. If someone wants to run and is elected, that is fine, but when they are in the Council seats, they are there to represent their constituents, not their personal opinions.

#### **ADJOURNMENT**

- \*\* COUNCIL MEMBER CASTILLO MOVED TO ADJOURN.
- \*\* COUNCIL MEMBER NEWTON SECONDED.
- \*\* THE MOTION PASSED UNANIMOUSLY.

The meeting adjourned at 7:56 p.m.

Respectfully submitted,

Telesco Secretarial Services

#### CITY OF BRIDGEPORT CITY COUNCIL NOTICE OF PUBLIC HEARING

A Public Hearing will be held before the City Council of Bridgeport at a regular meeting to be held on **Monday** evening, **May 15, 2023** beginning at **7:00 p.m.**, in the City Council Chambers, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to the following item listed below.

 Proposed Resolution Approving Programs for 2023 Connecticut Neighborhood Assistance Act Tax Credit Program.

#### Attest:

#### Lydia N. Martinez City Clerk

\_\_\_\_\_\_

#### AD ENDS ABOVE LINE

# Requires Certification 1 Edition, Connecticut Post:

PLEASE PUBLISH ON (Sunday, May 7, 2023)

Emailed to: Legal Ad Dept. at publicnotices@ctpost.com

Account #: 111171 PO: 23000029 Dated: May 3, 2023

Sent By:

Althea Williams City Clerk's Office 45 Lyon Terrace Bridgeport, CT 06604 (203) 576-7205

(203) 332-5608 (Fax)

Ec: City Council Members

Mayor Joseph P. Ganim

- J. Hawkins, CAO
- D. Shamas, Chief of Staff
- T. Gaudett, Deputy Chief of Staff
- M. Anastasi, City Attorney
- E. Adams, Dir., Government Accountability & Integrity
- T. Gill, Director, OPED
- B. Coleman, Deputy Director, OPED
- M. Perez, Director of Business Development/NAA Coordinator
- V. Mobilio, Economic Development Associate



# WATER POLLUTION CONTROL AUTHORITY

for the City of Bridgeport

695 Seaview Avenue • Bridgeport, Connecticut 06607-1628 Telephone (203) 332-5550 • Fax (203) 576-7005

Lauren McBennett Mappa, P.E. General Manager

COMM. #60-22 ACCEPTED AND MADE PART OF THE RECORD on 5/15/2023

## MEMORANDUM

TO:

Lydia Martinez

City Clerk

FROM:

Lauren M. Mappa PE, General Manager

DATE:

May 3, 2023

**SUBJECT:** 

City of Bridgeport Water Pollution Control Authority Proposed

Fiscal 2024 Budget, Proposed Charges for the connection with and for the use of the City of Bridgeport Sewerage System and Public Hearing

Com 100

Attached is a copy of the City of Bridgeport Water Pollution Control Authority's proposed charges and Budget for Fiscal 2024 and the Proposed Charges for the connection with and use of the City of Bridgeport Sewerage System which we are filing at your office pursuant to Bridgeport City Ordinance, Section 13.04.420, and the Connecticut General Statutes, Section 7-255 prior to our scheduled public hearing on May 16, 2023. A copy of the public hearing notice is attached.

Attachments



# WATER POLLUTION CONTROL AUTHORITY FOR THE CITY OF BRIDGEPORT

PROPOSED BUDGET

FISCAL 2023/2024

#### TABLE OF CONTENTS

		PAGES
REVENUE AND EXPENSE SUMMARY		2
DEPARTMENT EXPENSES:		3
400 ADMINISTRATION 401 OTHER		4
PERSONNEL COST-ADMINISTRATION	SCHEDULE A	5
CONTRACT OPERATOR COST	SCHEDULE B	6
MAJOR PROJECT AND SOURCE OF FUNDING	SCHEDULE C	7-12
STATE LOAN RETIREMENTFUNDING	SCHEDULE D	13-14
CAPITAL BUDGET	SCHEDULE E	15
PERMIT AND MISCELLANEOUE FEES	SCHEDULE F	16

### WATER POLLUTION CONTROL AUTHORITY FOR THE CITY OF BRIDGEPORT FISCAL 2023-2024 PROPOSED BUDGET

	PROPOSED
	FY 2024
REVENUES:	BUDGET
BRIDGEPORT	\$33,286,827
OUTSIDE COMMUNITIES	7,384,817
INTEREST ON INVESTMENTS	4,000
SEPTIC TICKET REVENUE	1,205,750
OTHER REVENUE	65,000
BOND REVENUE-CAPITAL PROJECTS	865,000
ARREARAGE COLLECTIONS	1,710,000
TOTAL REVENUES	\$44,521,394
EXPENSES:	
OPERATIONS, MAINTENANCE & MANAGEMENT SERVICES AGREEMENT	\$20,292,274
UTILITIES	\$29,382,274
ADMINISTRATION	2,790,000
COLLECTION SYSTEM REHABILITATION	2,279,155
NITROGEN PAYMENT	1,875,000
CITY OVERHEAD COSTS	250,000
COLLECTION FEES	475,000
DEBT SERVICE-BONDS	300,000
STATE LOAN RESERVE FUNDING	761,589
EQUIPMENT & VEHICLES	2,611,878
BAD DEBT RESERVES	1,982,500
OPERATING RESERVE	1,563,998
TOTAL EXPENSES	250,000
TOTAL EXPENSES	\$44,521,394
The approved usage fee and rates are as follows:	5.1
Sewer Use Per Hundred Cubic Feet(CCF)or 748 Gallons	\$6.720
Industrial Biological Oxygen Demand Surcharge per Pound	\$0.48
Industrial Total Suspended Solids Surcharge per Pound	\$0.43
Sewer Connection Permit Fee (New Connections):	
Sanitary-Single Family Dwelling	\$125
Sanitary-Multiple Family Dwelling(up to 4 units)	\$200
Sanitary-Multiple Family Dwelling(5 or more units)	
additional charge per unit over 4	\$50
Sanitary-Commercial/Industrial Building	\$275
Storm Sewer(Residential per connection)	\$125
Storm Sewer(Commercial/Industrial per connection)	\$275

NEW A/C#	ACCOUNT DESCRIPTION	2019/2020 ACTUAL	2020/2021 ACTUAL	2021/2022 ACTUAL	2022/2023 MODIFIED BUDGET	2022/2023 ESTIMATE	2023/2024 PROPOSED BUDGET
DEPT. 400 -	ADMINISTRATION						
1000	SALARIES	705,400	721,078	697,957	822,801	656,174	859,790
1140	LONGEVITY	2,325	4,350	4,575	4,800	4,800	5,025
1108	OVERTIME	8,302	1,301	691	25,000	650	25,000
2000	BENEFITS	354,472	368,973	385,212	463,092	394,512	498,624
3605	SEMINAR, CONF. FEES & MEMBERSHIPS	435	820	0	2,300	0	2,300
3705	ADVERTISING	3,039	5,734	2,828	8,500	4,000	8,500
3720	TELEPHONE	2,727	3,288	3,120	4,000	2,276	4,000
3905	REIMBURSED TRAVEL	1,836	0	0	2,500	0	2,500
4020	COMPUTER PARTS	0	0	0	500	0	500
4555	COMPUTER SUPPLIES	863	399	169	1,600	750	1,600
4550	COMPUTER SOFTWARE	0	0	0	1,200	0	1,200
4610	DIESEL FUEL	36,094	40,385	87,812	150,000	117,210	150,000
4615	GASOLINE FOR VEHICLES	46,606	64,770	97,262	135,000	121,650	135,000
4675	SUPPLIES-OFFICE	2,974	9,211	2,526	3,000	2,798	3,000
4680	PERMITS(NPDES)	188	7,694	1,291	8,400	7,640	8,400
4705	SUBSCRIPTIONS	38	0	0	300	0	300
4725	POSTAGE DIRECT	1,179	2,302	687	2,000	1,500	2,000
4745	SAFETY EQUIPMENT	0	0	0	800	500	800
5055	COMPUTER EQUIPMENT	0	2,510	3,653	7,500	1,000	7,500
5150	OFFICE EQUIPMENT	212	0	479	750	250	750
5155	EQUIPMENT RENTAL	2,324	2,465	1,823	3,000	3,000	3,000
5530	OFFICE FURNITURE	1,313	0	0	3,750	1,500	3,750
6010	ENGINEERING SERVICES	354,456	141,049	98,157	400,000	175,000	400,000
6010	MS4 WATER QUAILTY CONSULTANT				25,000		25,000
6010	COST OF SVC Study				35,000		35,000
6055	COMPUTER SERVICES	1,929	1,050	2,301	3,500	1,500	3,500
6065	COMMUNICATION EQUIP-M&R	14,500	14,500	14,500	19,500	19,500	19,500
6100	AUDIT FEES	16,000	16,000	16,000	16,000	16,000	16,000
6110	BILLING SERVICES	0	6,644	0	3,400	0	3,400
6130	LEGAL SERVICES	42,976	70,441	36,346	175,000	120,000	175,000
6175	M & R EQUIPOFFICE EQUIP	2,238	1,856	1,500	2,250	1,500	2,250
6180	OTHER SERVICES	77,994	20,218	52,331	60,000	45,000	60,000
6200	PRINTING-IN HOUSE	0	1,155	8,637	2,000	1,200	2,000
6225	SECURITY SERVICES	0	0	0	3,400	3,400	3,400
7005	CONTINGENCY	27,038	18,000	1,082	100,000	10,000	100,000
8801	GASOLINE& DIESEL/ RECOVERY	(82,700)	(105,155)	(179,057)	(285,000)	(238,860)	(285,000)
8803	M & R EQUIP. & SECURITY-RECOVERY	0	0	0	(8,934)	0	(8,934)
9015	PRINTING SERVICES	3,941	0	3,370	4,500	3,941	4,500
2278	WORKERS COMPENSATION	0	0	0	0	0	0
	TOTAL DEPT 400	1,628,697	1,421,038	1,345,253	2,206,409	1,478,392	2,279,155

					2022/2023		2023/2024
	ACCOUNT	2019/2020	2020/2021	2021/2022	MODIFIED	2022/2023	PROPOSED
A/C #	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	BUDGET	ESTIMATE	BUDGET
DEPT. 401- V	NPCA OTHER						
3140	NATURAL GAS	85,001	92,094	117,018	190,000	102,000	190,000
3130	ELECTRICITY	2,168,071	2,264,193	2,187,672	2,475,000	2,293,758	2,600,000
3210	DEBT SVC-INTEREST '09-CITY BONDS	0	0	0	56,780	56,780	50,256
3205	DEBT SVC- PRINCIPAL- '09 CITY BONDS	198,610	233,863	317,239	97,129	97,129	101,421
3210	DEBT SVC-INTEREST 2010-CITY BONDS	352,003	364,616	351,634	7,878	7,878	7,053
3205	DEBT SVC- PRINCIPAL- 2010 CITY BONDS	0	0	0	22,971	22,971	23,847
3210	DEBT SVC-INTEREST 2012-CITY BONDS	0	0	0	45,121	45,121	41,080
3205	DEBT SVC- PRINCIPAL- 2012 CITY BONDS	0	0	0	80,824	80,824	84,854
3210	DEBT SVC-INTEREST 2016-CITY BONDS	0	0	0	35,753	35,753	34,670
3210	DEBT SVC-PRINCIAL 2016-CITY BONDS		0	0	21,422	21,422	21,909
3210	DEBT SVC-INTEREST 2017-CITY BONDS				36,535	36,535	34,934
3210	DEBT SVC-PRINCIAL 2017-CITY BONDS				31,212	31,212	32,830
3210					58,911	58,911	56,556
3210	The second state of the se				45,830	45,830	48,360
3210					40,986	40,986	39,402
					31,684	31,684	33,226
	DEBT SVC-INTEREST 2020-CITY BONDS				52,850	52,850	50,850
	DEBT SVC-PRINCIAL 2020-CITY BONDS				40,000	40,000	45,000
					40,000	40,000	55,340
	DEBT SVC-PRINCIAL 2022-CITY BONDS						30,310
	BAD DEBTS & ADJUSTMENTS	(38,954)	364,497	(16,323)	1,586,083	1,586,083	1,563,998
	CITY ADMIN. ALLOCATION	10001000000	2000 T 200		475,000	475,000	475,000
		475,000	475,025	475,000	V. K. (1987)	200	
	SEWER REHABILITATION	1,566,164	158,956	1,509,026	1,404,330	1,404,330	1,875,000
4365	STATE LOAN FUNDING RESERVE	300,000	300,000	300,000	300,000	300,000	300,000
4324	OPERATIONS, MAINTENANCE	4,323,525	2,754,450	2,870,621	2,826,088	2,754,896 0 0	2,611,878
	& MGT SERVICES AGREEMENT	26,072,748	26,655,331	27,811,836	29,382,273	29,382,273	29,382,273
4324	NITROGEN PAYMENT	0	113,124	29,990	250,000	0	250,000
	OPERATING RESERVES	250,000	77,753	0	250,000	100 750	250,000
	WSTP DESIGN VEHICLES	0	0	0	146,350 400,000	196,350 375,000	400,000
	MS 4 MAPING	17,955	0	0	75,000	75,000	75,000
6170	EQUIPMENT	791,142	2,863,308	542,391	167,500	167,500	167,500
	AIR SYSTEM	134,187	134,187	134,187	135,000	134,187	135,000
6170	EQUIPMENT M&R	0	0	0	350,000	325,000	1,205,000
	TOTAL DEPT 181-OTHER	36,695,452	36,851,396	36,630,292	41,118,512	40,277,264	42,242,238
	TOTAL EXPENSES	38,324,149	38,272,434	37,975,545	43,324,921	41,755,656	44,521,394

9		GRAND	223,037.11	129,985.28	203,432.24	79,337.25	121,419.03	59,533.99	112,238.99	80,597.97	146,960.28	75,367.71		1,231,909.85	25,000.00	5,500.00	362.50	00.00	125,666.40	1,388,438.75
⋖	G/L ACCT 52000	BENEFITS	59,826.67	26,367.39	66,381.63	14,749.48	51,174.83	12,226.02	33,643.22	24,553.26	55,278.71	22,893.65		367,094.85		5,500.00	362.50	0.00	125,666.40	498,623.75
SCHEDULE A	G/L ACCT 51600	OVERTIME													25,000.00					25,000.00
	G/L ACCT 51400	LONGEVITY OVERTIME	0.00	0.00	1,500.00	0.00	2,100.00	0.00	0.00	0.00	1,425.00	0.00		5,025.00						5,025.00
	G/L ACCT 56100	PROJECTED ANNUAL SALARY	163,210.44	103,617.88	135,550.62	64,587.77	68,144.20	47,307.97	78,595.77	56,044.72	90,256.58	52,474.06		859,790.01						859,790.01
		UNION	S	s o	s o	S	S	S	S	ŋ	တ	ŋ	10						1	
	ينا	Job Code			8322		8213	8308	2201	1233	1240	1248				22.00%	1.45%	6.20%		
PERSONNEL SHEET	FISCAL 2024 PRELIMINARY BUDGET SALARY AND BENEFITS DIVISION: 180 ADMIN OFFICE 03/09/23	NOITION	GENERAL MANAGER	DIRECTOR OF FINANCE	ACTING MGR TRMT& FIELD OPS	RESIDENI ENGINEER	CONSTRUCTION INSPEC	SUPERVISOR-CSO	CIVIL ENGINEER 1	TYPIST 2	ACCOUNTANT	COLLECTION AIDE (Note 1)	NUMBER OF EMPLOYEES:	Sub-total	OVERTIME: ADD'L BENEFITS ON BUDGETED OVERTIME		MEDITAX	FICA TAX	Retirement medical	

Note 1: Works at City attorney's office

80	46	1	90	42	75
182,278.80	2,829.46	11,810.47	579.60	291,125.42	498,623.75
182	12	7		291	498
	are		S	Ben	
Merf	Medicare	FICA	Life Ins	Health Ben	

Vs 6/30/22 1.3591%

3.8700 Vs 1/31/23

310.323 CPI

INDEX DATE Jan 31, 2023

FOR FISCAL 2024 BUDGET

VTRACT COSTS ZAMARK

9

SCHEDULE B

\$30,498,140 SE ANNUAL CONTRACT AMOUNT:

ST CPI ADJUSMENT BASED ON PERCENT CHANGE IN CPI FROM STARTING DATE OF CONTRACT (December 31, 2013) (T ADJUSTMENT BASED ON COMPARISON WITH CPI INDEX AS OF JUNE 30, 2022 VS JUNE 30, 2023 AIMUM CPI ADJSTMENT IS 2.5% PER CONTRACT YEAR)

	niract	Contract	Adinopal						
>	Collinaci	Contract	Adjusted	<u>.</u>	Annual CPI Dollar	Contract Fee			
	rear	Amount	Contract Amount	Rate Adj.	Adjustment	Budget Year Cost	•	Monthly Fee	
		\$11,459,683				\$11,459,683		\$1,909,947.17	
n		\$22,919,366		1.5980%	\$366,251	\$23,285,617		\$1,940,468.12	
10	n		\$23,285,617	2.5000%	\$582,140	\$23,867,758		\$1,988,979.83	
	4		\$23,867,758	2.5000%	\$596,694	\$24,464,452		\$2,038,704.32	
7/1/17-6/30/18	2		\$24,464,452	2.5000%	\$611,611	\$25,076,063		\$2 089 671 93	
7/1/18-6/30/19	9		\$25,076,063	2.5508%	\$639,640	\$25,715,703		\$2 142 975 28	
7/1/19-6/30/20	7		\$25,715,703	2.5000%	\$642,893	\$26,358,596		52 196 549 66	
7/1/20-6/30/21	8		\$26,358,596	2.5000%	\$658,965	\$27,017,561		\$2 251 463 40	
7/1/21-6/30/22	6		\$27,017,561	2.5000%	\$675,439	\$27,693,000		\$2 307 749 99	
7/1/22-6/30/23	10		\$27,693,000	6.5626%	\$1,817,381	\$29,510,381		\$2 459 198 39	
7/1/23-6/30/24	7		\$29,510,381	2.5000%	\$737,760	\$30,248,140		\$2,520,678.35	
						S30 248 140			
tional chemcial cost for Fiscal 2023						\$250,000			
Total Contract cost for Fiscal 2023						\$30,498,140			
							CPI PERCENT		
					INDEX	CPI PERCENT	CHANGE		
ITEMS NOT SEASONALLY ADJUSTED					CHANGE	CHANGE	USED FOR		
					SN	NS	FEE ADJ		
			INDEX DATE	CPI	12/31/2013	12/31/2013	EFFECTIVE		
CPI STARTING POINT		lana'	Dec 31, 2013	249.567					
			June 30, 2014	253,555	3.988	1.5980%	7/1/2014		
			June 30, 2015	253.626	0.071	0.0280%	7/1/2015		
			June 30, 2016	255.471	1.845	0.7274%	7/1/2016		
			June 30, 2017	259.335	3.864	1.5125%	7/1/2017		
			June 30, 2018	265.950	6.615	2.5508%	7/1/2018		
			June 30, 2019	270.133	4.183	1.5729%	7/1/2019		
			June 30, 2020	272,283	2.150	0.7959%	7/1/2020		
			June 30, 2021	284.741	12.458	4.5754%	7/1/2021		
			June 30, 2022	306.453	21.712	7.6252%	7/1/2022		

AS OF 6422 ESTIMATE BUDGET LTP LTP LTP LTP LTP LTP LTP LTP LTP LT			SPENDING AP	SPENDING AND SOURCE OF FUNDING	FUNDING		SCHEDULE C					7
FEMAIS  2,53,23  2,53,23  2,53,25  2,435,604  2,455,604  2,455,604  2,455,604  2,455,40  1,250,406		ACTUAL SPENDING AS OF 6/22	FY 2023	F/Y 2024 BUDGET	F/Y '25	F/Y '26	F/Y '27	F/Y '28	F/Y '29	F/Y 30	F.Y '34	PROJECT
FREHAB  2,528,223  2,628,223  2,436,546  4,456,546  4,456,449  1,1500,440  1,1	TREATMENT FACILITIES									LIL	LIL	50213
### 12,528,123  #### 2,528,123  ##### 3,405,546  ###### 4,562,143  ###################################	CONTRACT 1 WEST SIDE TP REHAB	1										
T-14,243	LOANS	****										
TF CHLORINATION PROJECT  TF CHLORINATION PROJE	GRANTS	171 467										2,528,323
REHAB  14.55,604  43,605,449  14.55,604  14.51,740  12.500,400  12.500,400  44,533,400  12.500,400  43,547  12.500,400  13.500  12.500,500  13.500  13		2.699.790										171,46/
### ### ##############################	CONSTRUCTION: CWF218C											001/2007
REHAB  2,810,440  2,810,440  111,783  111,783  2,932,223  2,932,223  2,932,223  2,14,524  41,314,86  2,19,450  2,19,450  2,19,450  2,19,450  301,45	LOANS	34,256,604										34 256.604
## REHAB 4362,149  141,723  2,191,240  12,500,440  44,533,486  44,533,486  2,193,820  2,193,820  2,193,820  2,193,820  2,193,820  2,193,820  301,30  3	GRANTS											9,405,545
REHAB  2810,440  181,783  182,001,446  182,001,446  182,002,440  182,002,440  182,002,440  182,002  182,002  182,003  183,003  18		43,662,149										43,662,149
2,510,440  181,783  17,593,243  44,533,486  45,541  17 CHLORINATION PROJECT  TF CHLORINATION PROJECT  214,532  42,561  25,65,483  26,6483  301,360  301,360  301,360  301,360  301,360  1,350,399  1,350,399  1,350,399  1,350,399  1,350,399	ONTRACT 2 EAST SIDE TP REHAB											
TF CHLORINATION PROJECT  TF CHLORINATION PROJECT  214,532  41,565  256,593  CC  2,193,626  422,669  26,541  683,411  683,411  683,411  683,411  683,411	LOANS	41										
7,552,223 7,552,223 12,500,440 44,513,486 44,581 214,522 2113,420 22,153,420 22,153,420 232,051 683,411 683,411 683,411 683,411 683,411	GRANTS	181 783										2,810,440
TF CHLORINATION PROJECT  214,532 41,561 214,532 41,561 214,632 422,669 2,616,489 2,616		2,992,223										2 992 223
TF CHLORINATION PROJECT  214,532,486  4,532,486  4,532,486  2,545,593  CC 2,193,620 2,246,483  CC 2,193,620 2,246,483  CC 3,193,620 301,340 301,340 31,343,866 1,376,309 1,316,309 1,316,309 1,316,309 1,316,309 1,316,309 1,316,309 1,316,309 1,316,309 1,316,309												
TF CHLORINATION PROJECT  213.033,046  44,533,486  TF CHLORINATION PROJECT  2143,632  2193,620  22,193,620  301,360  301,360  301,360  31,363,986  1,316,309  1,316,309  1,316,309  1,316,309  1,316,309  1,316,309  1,316,309	ONSTRUCTION: CWF206C											
TF CHLORINATION PROJECT  214,532,486  4,531,486  43,581  258,533  258,533  2516,489  201,360  301,360	LOANS	32,033,046										32,033,046
TF CHLORINATION PROJECT  214,532  41,361  256,593  (C 2,193,820  422,669  2,616,489  301,360	GRANTS	12,500,440										12,500,440
TF CHLORINATION PROJECT  214,532  41,561  258,593  (C 2,193,820 422,669  2616,489  301,360 302,051 683,411 684,411 667,1303,986 1,316,309 1,318,986 1,316,309		44,533,486										44,533,486
214,532 41,961 258,593 422,669 2,616,489 301,360 301,360 301,360 302,051 683,411 663,411 67 1,313,986 1,316,309	NTRACT 6 WEST & EAST TF CHLO	RINATION PROJECT										
214,632 43,961 266,893 2,616,489 2,616,489 201,360 301,360 302,051 683,411 683,411 601 1,316,309 1,316,309 1,316,309	ESIGN: CWF 164D											
43,96f 28,593 42,669 422,669 26,16,489 301,360 301,360 301,361 302,051 683,411 683,411 683,411 1,318,386 1,376,309	LOANS	214,632										244.617
256,593 22,666,469 2,616,469 2,01,360 301,36	GRANTS	43.961										47 054
2,193,620 422,669 2,616,489 2,01,360 331,360 332,051 683,411 683,411 683,411 1,318,386 1,376,309		258,593										258,593
2,193,620 422,663 2,616,489 301,360 332,051 683,411 683,411 683,411 562 1,318,386 1,376,309	ONSTRUCTION: CWF 164C											
422,669 2,616,489 301,360 382,051 683,411 60N 143,623 3,383,986 1,376,309	LOANS	2,193,620										2 193 870
SC 1,361,960 301,360 302,051 663,411 663,411 663,411 663,411 613,623 1,313,986 1,376,309	GRANTS	422,669										433 559
301,360 382,051 683,411 60N 143,623 3,333,966 1,376,309		2,616,489										2,616,489
301,360 382,051 683,411 60N 143,623 1,383,966 1,376,309	BOGEN EACH ITY PLAN											
SC 143,623 1,313,966 1,376,309	OCAL SHARE	301 360										204 200
663,411 ON 143,623 1,383,986 1,376,309	RANTS 416PG	382,051										182,054
1,376,309		683,411										683.411
143,623 3,33,966 1,376,309												111111111111111111111111111111111111111
141,623 3,363,966 1,376,309	R FACILITIES-WEST AND											
143,623 3,363,966 1,376,309	ESIGN AND CONSTRUCTION											
3,383,986	OCAL SHARE	143,623										143.623
1,376,309	OANS	3,383,986										3,383,986
	SRANTS	1,376,309										1376.309

SPENDING FY 2023 FY 2024  AS OF 6/22 ESTIMATE BUDGET  81,673 20,418 F572C 541,755 1131,674 777,520 AND SLUDGE CWF 205PG 386,212 215,480 709,692 709,692	Fr '25 LTP	LTP LTP	FY 28	F.Y.29 LTP	F/Y '30	-	
81,673 20,418 541,755 113,674 777,520 360,201 235,266 1,185,469 1,185,469 338,212 321,480 709,692						F. 7.1	PROJECT
871.							20318
871.							-
-							20,418
F .							
ļ-							541.755
-							111 674
-							777,520
F							
-							
-							
-							960,201
							1 195 469
							2
							188 747
							321,480
GENERATOR REHABILITATION-EAST & WEST							709,692
TREATMENT PLANTS							
CWF658C							
LOAN 325,921							200 200
GRANT 77,999							178,625
403.920							000 007

	MAJOR CONSTRUCTION AND REHABILITATION PROJECTS SPENDING AND SOURCE OF FUNDING	UCTION AND F SPENDING AN	UCTION AND REHABILITATION PROJECT SPENDING AND SOURCE OF FUNDING	ON PROJECTS FUNDING		SCHEDULE C					n	
	SPENDING AS OF 6/22	FY 2023	F/Y 2024	F/Y 25	F/Y '26	F/Y '27	F/Y '28	FM '29	F/Y '30	F/Y '31	PROJECT	
FACILITIES PLAN FOR WSTP & ESTP		THE STATE OF THE S	10000					1			COSIS	
LOCAL SHARE	1,113,869										1,111,869	
LOAN	1,361,396										1,361,396	
	2,475,266										2,475,266	
WESTSIDE -DESIGN WEST TREATMENT PLANTS												
LOAN		2,712,763	3,809,233	2,325,225							9,688,438	
morrow adjacon		4,934,815	8,459,684	4,229,841						1	17,624,340	
WEST TREATMENT PLANTS												
GRANT				42,130,000 34,470,000 76,600,000	42,130,000 34,470,000 76,600,000	42,130,000 34,470,000 76,600,000	34,470,000	42,130,000 34,470,000 76,600,000			210,650,000 172,350,000	
EASTSIDE -DESIGN												
EAST TREATMENT PLANTS												
GRANT				1,500,000	1,600,000	1,600,000					4,800,000	
NOTED I DE SON DE LA COMPTENCIÓN DEL COMPTENCIÓN DE LA COMPTENCIÓN												
EAST SIDE -CONSTRUCTION EAST TREATMENT PLANTS LOAN GRANT							30,000,000	21,000,000 9,000,000 30,000,000	21,000,000 9,000,000 30,000,000	21,000,000 9,000,000 30,000,000	84,000,000 36,000,000 120,000,000	
TOTAL TREATMENT FACILITIES												
LOAN	79,330,401	2,712,763	4,650,450	46,855,225	36,070,000	36,070,000	63,130,000	63,130,000	9,000,000	21,000,000	390,868,839	
LUCAL SHARE	1,880,332	4,934,815	8,459,684	84,829,841	\$0,600,000	80,600,000	106,600,000	106,600,000	30,000,000	30,000,000	1,880,332	
	ACTUAL SPENDING AS OF 6/18	FY 2019 ESTIMATE	FW 2020	F/Y '21	F.W. 22	FW '23	F/Y '24	F/Y '25	F/Y '26	F/Y 27	PROJECT	
CSO PROJECTS												
MCSO AB,C, & D: CWF 109C-CD2 LOANS GRANTS	3,040,718 6,635,053 9,675,771										3,040,718 6,635,053 9,675,771	
JOHNSON CREEK CSO E DESIGN CWF 208D	0											
LOANS											136,000	
GRANTS	127,000									1	127,000	
CONSTRUCTION CWF 208C												
GRANTS	3,789,832 7,679,665									1	3,789,832	
YELLOW MILL CHANNEL & HARBORPOINTE CSO F CWF208D												
DESIGN:	570.447										270 447	
GRANTS	554,136									1	554,136	
	C260125212VV											

	MAJOR CONSTRUCTION AND REHABILITATION PROJECTS SPENDING AND SOURCE OF FUNDING	SPENDING AND F	UCTION AND REHABILITATION PROJEC SPENDING AND SOURCE OF FUNDING	N PROJECT	v	SCHEDULEC					5	
	ACTUAL SPENDING AS OF 6/22	FY 2023 ESTIMATE	F/Y 2024 BUDGET	F/Y 25 LTP	F/Y '26 LTP	FM '27 LTP	F/Y '28 LTP	F/Y '29 LTP	F/Y 30 LTP	F/Y 31	TOTAL PROJECT COSTS	
CONSTRUCTION: CWF372C CSO F1,F2,F3 & F4 LOANS GRANTS	5,719,151 5,034,152 10,753,303										5,719,151 5,034,152 10,753,303	
CSO FACILITY PLAN UPDATE LOCAL SHARE GRANTS CWF 283PG	385,354 472,524 857,878										385,354 472,524 857,878	
BRIDGEPORT HARBOR CSO G CWF 409D LOANS GRANTS	518,492 514,632 1,033,124										518.492 514,632 1,033,124	
PUMP STATION FACILITY REPORT CSO RELATED CWF 409D LOANS GRANTS	92,793 92,793 185,586										92,793 92,793 185,586	
CSO G-1 CWF 409C-CONSTRUCTION LOANS GRANTS	1,911,688 1,886,688 3,798,376										1,911,686	
CSO G-2 CONSTRUCTION 575C LOANS GRANTS	2,319,591										2,319,591	
CSO G4-CONSTRUCTION 452C LOANS GRANTS	1,781,687										1,781,687	
CSO G-3 & G-5 CWF 452C (REPLACE RIVER ST PUMP STATION) CONSTRUCTION												
LOANS GRANTS GRANTS	4,818,830 4,634,346 9,453,176										4,818,830 4,634,346 9,453,176	
LOCAL SHARE	692,950 605,462 1,298,402										692,950 605,452 1,298,402	

State   Stat			STORES OF LONDING	-	2		SCHEDULEC					=
1,356,377   1,356,43   1,356,43   1,356,43   1,356,43   1,356,43   1,356,43   1,356,43   1,356,43   1,356,43   1,356,13		SPENDING AS OF 6/22	FY 2023	FIY 2024	F/Y '25	F/Y '26	FW '27	F/Y '28	F/Y '29	F/Y '30	F/Y '31	TOTAL
1,286,77 1,286,439 1,481,137 1,484,406 1,484,406 1,486,322 1,484,406 1,286,322 1,486,323 1,486,323 1,486,323 1,486,323 1,486,324 1,486,324 1,486,324 1,486,324 1,486,324 1,486,324 1,486,324 1,486,324 1,486,324 1,486,324 1,486,324 1,286,190 1,236,190 1	SSOH			12000	1	-	LIL	LIP	CIP	LIP	LTP	COSTS
7,589,854  1,581,371	DESIGN CWF 621D LOANS GRANTS	1,260,771										1,260,771
1,585,43 1,585,43 7,486,209 7,486,137 1,586,177 1,586,177 1,586,322 1,436,74 3,145,74 3,145,74 1,586,322 1,586,322 1,586,322 1,586,322 1,586,322 1,586,322 1,586,322 1,586,323 1,586,322 1,586,322 1,586,323 1,586,322 1,586,323 1,586,323 1,586,323 1,586,323 1,586,323 1,586,323 1,586,323 1,586,320 1,586,323 1,586,323 1,586,323 1,586,323 1,586,323 1,586,323 1,586,323 1,586,323 1,586,323 1,586,323 1,586,323 1,586,323 1,586,323 1,586,323 1,586,323 1,586,323 1,586,323 1,586,300 1,586,323 1,586,323 1,586,323 1,586,323 1,586,320 1,586	ноз	2,437,210										2,497,210
1,889,854  7,889,854  1,486,139  1,486,139  1,486,389	ONSTRUCTION CWF 621C (H-1 &H-2)	1956 481										
7,459,854  7,439,854  1,561,77  1,561,77  1,561,77  1,561,20  2,143,416  1,566,922  1,566,922  1,566,922  1,566,922  1,566,922  1,566,922  1,566,922  1,566,922  1,566,922  1,566,922  1,566,922  1,566,922  1,566,922  1,566,923  1,56	GRANTS	3,933,371										3,956,483
7,456,209 7,456,109 7,438,137 1,438,137 1,438,130 3,436,131 3,436,131 3,436,132 4,436,132 4,436,132 1,566,322 1,827,744 31,873 45,436 1,236,190 1,236,190 1,236,190 1,236,190 4,439,390 4,4390,806 4,436,340 6 0 0 0 0 0 2,250,000 4,500,000 1,240,040 6,33,3699 908,77 454,436 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		7,889,854										7,889,854
7,456,209 7,456,209 7,456,209 7,438,197 1,561,171 1,543,120 3,106,231 5,106,231 5,106,231 5,106,231 5,106,231 5,106,231 5,106,232 7,33,461 5,23,461 5,23,461 5,23,461 5,23,461 5,23,461 5,23,461 5,23,461 5,23,461 5,23,461 5,23,461 5,23,461 6,000 6,23,30,000 6,33,3639 6,33,63	ONSTRUCTION CWF 628C											
7,438,137 1,561,171 1,561,171 1,166,231 1,166,231 1,166,321 1,166,321 1,566,322 1,566,322 1,566,322 1,566,322 1,566,322 1,566,322 1,566,322 1,566,323 1,566,322 1,566,323	OANS	7,456,209										200 337 5
1,561,171 1,545,120 3,436,124 5,428,1345 6,864,389 783,461 1,566,322 1,827,744 913,873 1,566,322 1,827,744 913,873 CONTROL PLAN  0 0 0 2,250,000 2,250,000 2,250,000 2,250,000 4,500,000 4,500,000 1,544,040 930,806 0 0 0 0 0 0 0 0 0 0 2,550,000 46,333,639 908,872 454,436 0 0 0 0 2,550,000 46,333,639 908,872 454,436 0 0 0 0 2,550,000	SRANTS	7,438,197										7,438,197
1,561,171 1,545,120 3,105,281 3,435,44 3,426,245 6,664,389 783,461 908,872 1,565,322 1,827,744 913,873 908,872 1,545,400 1,236,190 1,236,190 1,236,190 1,236,190 1,541,040 980,805 46,333,699 98,872 46,333,699 98,872 46,333,699 98,872 46,333,699 98,872 46,433,699 98,872 46,333,699 98,872 46,333,699	но											
1,545,120 3,406,281 3,436,120 1,426,345 6,64,889 1,566,522 1,566,000 2,256,000 4,500,000 2,256,000 2,256,000 4,500,000 2,256,000 2,256,000 2,256,000 2,256,000 2,256,000 2,256,000 2,256,000 2,256,000 2,256,000 4,500,000 2,256,000 2,256,000 4,500,000 4,500,000 4,500,000 4,500,000 4,500,000 4,500,000 4,500,000 1,564,369 1,541,040 1	DNSTRUCTION CWF 681C											
3,436,744 3,436,744 3,436,744 3,436,436 1,566,522 1,827,744 513,873 1,566,522 1,827,744 513,873 0 0 0 2,256,000 4,500,000 4,500,000 1,236,190 1,236,190 1,236,190 1,236,190 1,236,190 1,236,190 1,236,190 1,24,403,59 1,541,040 6,331,639 1,541,040 6,331,639 1,541,040 6,331,639 1,541,040 6,331,639 1,541,040 1,	OANS	1,561,171										1,561,171
3,436,744  3,436,744  3,436,436  1,566,522  1,566,522  1,566,522  1,566,522  1,566,522  1,566,522  1,566,000  2,256,000  2,256,000  4,500,000  4,500,000  1,236,190  1,241,040  1,541,040		3,106,291										1,545,120
783,614 - 3,436,744 - 3,436,512 - 1,566,512 - 1,566,512 - 1,566,512 - 1,517,744 - 513,613 -	OH SASTBILCTION CWE 206DIC											100
73,428,245 6,664,389 773,461 783,461 783,461 783,461 783,461 783,461 783,461 783,461 783,461 783,461 783,461 783,461 783,461 0 0 0 0 2,256,000 4,500,000 4,500,000 4,500,000 4,500,000 4,500,000 7,516,000 4,516,000 7,5	OANS	3,436,744										
T83,461 918,872 459,436  T83,461 908,872 459,436  1,566,922 1,827,744 913,873  CONTROL PLAN  0 0 0  1,236,190  1,236,190  1,541,040  890,806 0 0 0 0 0 2,250,000  4,500,000	RANTS	3,428,245										3,428,245
T83,461 918,872 459,436  783,461 908,872 454,436  1,566,322 1,827,744 913,873  CONTROL PLAN  0 0 0  1,236,190  1,236,190  1,541,040  910,872 459,436  0 0 0 0 2,250,000  4,500,000  4,500,000  4,500,000  4,500,000  4,500,000  4,500,000  4,500,000  4,500,000  1,44,6839  1,541,040  6,213,639  1,541,040  1,541,040  1,541,040  1,541,040  1,541,040  1,541,040  1,541,040  1,541,040	0 н з											6,864,989
T33,461 918,872 459,436  1,566,572 1,827,744 913,873  CONTROL PLAN  CEEK)  0 0 0  1,236,190  1,236,190  1,44,859  1,541,040  2,250,000  4,500,000  4,500,000  4,500,000  2,250,000  4,500,000  2,250,000  4,500,000  4,500,000  2,250,000  4,500,000  4,500,000  2,250,000  4,500,000  2,250,000  4,500,000  2,250,000  4,500,000  2,250,000  4,500,0	INSTRUCTION CWF 736 DC											
1,566,322 1,827,744 913,873  CONTROL PLAN  CONTROL PLAN  0 0 0  1,236,190  304,850  1,541,040  890,806  4,500,000  4,500,000  4,500,000  4,500,000  4,500,000  4,500,000  4,500,000  4,500,000  1,236,000  4,44,839  4,44,839  4,44,839  4,44,839  4,44,839  4,44,839  4,44,839	DANS	1	918,872	459,436								2,161,770
CONTROL PLAN  CONTROL PLAN  0 0 0  4,500,000  1,236,190  304,850  1,541,040  990,872 459,436 0 0 0 2,250,000  44,44,859 918,872 459,436 0 0 0 2,250,000  46,331,639 908,872 459,436 0 0 0 2,250,000	× 1	1,566,922	1,827,744	913,873								4,308,539
CONTROL PLAN  CO	NSTRUCTION CWF (Conveyance)											
CONTROL PLAN  1,236,190  1,236,190  1,541,040  930,006  4,500,000  1,541,040  45,331,639  916,872  45,431,639  908,872  45,431,639	DANS							2,250,000	2,250,000			4,500,000
1,236,190 1,236,190 1,541,040 990,806 1,541,040 1,541,040 1,541,040 1,541,040 1,541,040 1,541,040 1,541,040 1,550,04	COTINGO MOST SMO L STOSI OGG O	24						4,500,000	4,500,000			9,000,000
1,236,190 1,541,040 990,806 1,44,483,959 916,872 1,541,040 1,541,040 1,533,699 1,533,699 1,541,040 1,541,040 1,550,000 1,550,0	STAGE 1- PLANNING(ASH CREEK)	3										
1,236,190 304,850 1,541,040 990,806 44,489,859 916,872 45,331,699 908,872 45,436 0 0 0 0 0 0 0 0 0 0 0 0 0	OCAL SHARE		0	0								C
1,236,180 304,850 1,541,040 890,806 44,489,559 916,872 45,331,699 908,872 45,4436 0 0 0 0 0 0 0 0 0 0 0 0 0	OANS											,
1,236,190 304,850 1,541,040 890,806 44,489,559 916,872 45,31,695 908,872 45,4436 0 0 0 0 0 0 0 0 0 0 0 0 0	RANTS		0	0								0
1,236,190 304,850 1,541,040 890,806 44,489,559 916,872 45,31,639 908,872 45,4436 0 0 0 0 0 0 0 0 0 0 0 0 0	LOW AND INFILTRATION											
1,541,640 1,541,640 990,806 44,489,559 916,872 46,331,639 908,872 908,872 908,872 908,872 908,872 908,872 908,872 908,872 908,872 908,872 908,872 908,872	PE LINING-CWF 559C											
1,541,040 1,541,040	BANTS	1,236,190										1,236,190
\$90,806 44,489,859 918,872 459,436 0 0 0 2,250,00 2,250,00 46,931,699 908,872 45,435 0 0 0 2,550,00 2,550,00		1,541,040										1,541,040
\$90,806 0 0 0 0 0 0 0 0 44,489,959 \$18,872 459,436 0 0 0 2,250,000 2,250,000 46,333,639 \$08,872 454,436 0 0 0 2,250,000 2,250,000	TAL CSO PROJECTS											
44,489,959 918,872 459,436 0 0 0 2,250,000 46,933,699 908,872 454,436 0 0 0 2,250,000	CAL SHARE	900'066	0	0	0	0	0	•	0	0	0	908,066
46,333,699 908,872 454,436 0 0 0 2,250,000	ANS	44,489,959	918,872	459,436	0	0	0	2,250,000	2,250,000	0	0	50,368,268
200/0577	GNIS	46,333,699	908,872	454,436	0	0	0	2,250,000	2,250,000	0	0	52,797,007

	MAJOR CONSTRUCTION AND REHABILITATION PROJECTS SPENDING AND SOURCE OF FUNDING	SPENDING AND SOURCE OF FUNDING	D SOURCE C	ION PROJECT	s	SCHEDULEC					12
	SPENDING AS OF 6/22	FY 2023 ESTIMATE	F/Y 2024 BUDGET	Fr '25 LTP	F/Y '26 LTP	FIY 27	F/Y '28 LTP	F/Y '29	F/Y '30	F/Y '31	PROJECT
NFLOW AND INFILTRATION MITIGATION - NON CSO											
PIPE LINING- CWF 625CSL											
LOCAL SHARE	151,612,257										1,672,257
TOTAL	1,825,943										1,825,943
PUMP STATION & SIPHONS											
DESIGN CWF 102CSL											
LOANS	428,000										428,000
CONSTRUCTION CWF102CSL											
PHASE 1											
LOANS	4,180,318										4,180,318
PHASE 2 & 3 LOCAL SHARE (BOND FINDS)											
LAKE FOREST BCH & SEQUOIA RD	824,570										824,570
CWF 213CSL LOANS											
WALLER RD & LAKESIDE DR	3,115,301	0									3,115,301
TOTAL PUMP STATIONS											
LOANS-CWF	7,723,619	0	0	0	0	0	0	0	0	0	7,723,619
LOCAL SHARE(BONDS)	824,570										824,570
	8,548,189	0	0	0	0	0	0	0	0	0	8,548,189
TOTAL LOCAL SHARE	3,849,394	0	0	0	0	0	0	0	0	0	3,849,394
TOTAL LOANS	133,216,236	3,631,635	5,109,887	46,855,225	44,530,000	44,530,000	65,380,000	65,380,000	21,000,000	21,000,000	450,632,983
TOTALS-ALL PROJECTS	210 700 521	6.762.560	937166	BI 879 844	20,000,000		45,720,000	111 100 000	3,000,000	9,000,000	300,584,101

46,774 46,010 72,044 384,948 159,759 239,767 16,643 372,810 80,060 172,556 172,556 FY 29-30 153,610 83,613 48,010 72,044 419,943 159,759 239,787 16,643 372,610 80,060 1172,556 FY 28-29 82,825 230,416 83,613 48,010 72,044 419,943 159,759 239,787 16,643 372,810 80,060 80,060 FY 27-28 48,010 72,044 419,943 159,759 239,787 16,643 372,810 80,060 172,556 2,018,924 FY 26-27 48,010 72,044 419,943 159,789 239,787 16,643 372,810 80,060 172,556 2,124,985 17563 FY 25-26 31,203 116,196 230,416 83,613 48,010 72,044 419,943 159,787 16,643 372,810 80,060 FY 24-25 95,584 63,394 116,196 230,416 63,613 48,010 72,044 419,943 159,787 16,643 FY 23-24 BORROWINGS 1,911,686 1,236,190 1,236,190 4,606,318 1,672,257 958,789 1,260,771 6,824,001 3,956,483 1,550,410 1,551,21 1,551,410,414 2,610,440 32,033,046 2,193,620 3,384,911 624,067 706,147 3,889,833 5,719,151 611,285 ORIGINAL JW AND INFILTRATION CWF 559C DE JOHNSON CREEK CWF208D DE JOHNSON CREEK CWF208C DF-1,2,3 &4 CWF372C H DESIGN CWF 621D G3&G5 RIVER ST PS CWF452C2 STATIONS CWF 213CSL STATIONS CWF 102CSL
OW AND INFILT'N CWF 625CSL
SIDE DECHLOR 613C NCIPAL PAYMENTS:
TRACT 1 CWF 218C
TRACT 2 CWF 206D
TRACT 2 CWF 166C
FACILISE CWF 164C
FACILISE CWF 572C ) G BPT HARBOR CWF409D ) G BPT HARBOR CWF409C IPLETED PROJECTS WORK 706DC1 FAL BORROWINGS AND RATOR REHAB 658C 3 G-1 &2 CWF 575C INCIPAL PAYMENTS WORK 681C 621C

325 653 1,501 3,849 16,642 12,589 1,872 54,990 30,069 39,832 162,342 1,152 1,881 1,880 2,942 12,248 19,837 17,365 2,205 2,205 62,446 30,089 726 5,568 3,554 4,343 20,647 22,032 22,180 2,538 69,902 30,089 46,734 46,734 3,002 10,177 5,226 3,801 5,824 29,046 26,227 26,976 26,976 26,976 26,976 30,089 50,185 5,326 6,838 4,761 7,265 37,445 29,422 31,777 3,204 84,814 30,089 53,636 2,106 869 7,650 119,393 8,570 5,721 8,705 45,844 32,617 3,537 3,537 702 5,018 1,955 24,097 10,243 10,146 54,243 35,813 35,813 35,813 35,813 35,813 35,813 35,813 36,813 36,00 1,692

) G BPT HARBOR CWF409C )W AND INFILTRATION CWF 559C ) G-1 &2 CWF 575C • STATIONS CWF 102CSL

3W AND INFILT'N CWF 625CSL SIDE DECHLOR 613C

H DESIGN CWF 621D

G3&G5 RIVER ST PS CWF452C2 STATIONS CWF 213CSL

RATOR REHAB 658C

521C

ER REHAB 628C WORK 681C WORK 706DC1

FAL INTEREST PAYMENTS

22 EXISTINGSRF DEBT

DE JOHNSON CREEK CWF208D DE JOHNSON CREEK CWF208C

ILOR PROJECT CWF 572C

RACT 1 CWF 216C FACT 1 CWF 206D FACT 2 CWF 206D FACT 2 CWF 206C FACT 3 CWF 164C FACILITIES CWF 16D/C

PLETED PROJECTS

) F-1,2,3 &4 CWF372C ) G BPT HARBOR CWF409D

1,757,734

2,014,184

2,210,660

2,289,719

2,435,718

2,554,748

2,611,878

SCHEDULE D

WATER POLLUTION CONTROL AUTRHORITY SCHI RESERVE FOR CAPITAL IMPROVEMENTS (STATE CLEAN WATER FUND LOAN RETIREMENT FUNDING) WATER POLLUTION CONTROL AUTRHORITY RESERVE FOR CAPITAL IMPROVEMENTS

NO. OF

	ACTUAL		(STATE CLEAN WATER TUND LUAN RETIREMENT FUNDING)	LOAN REIM	FETIMATED BODDOWINGS	SOMMODE		TOTAL	MATURITY FOR		SCHEDULE D ESTIMATED FUNDING	UNDING		<del>1</del>		
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porton onting outlier and a section of the section	RETIREMENT FUND ADJUSTMENT L ACTIVE PROJECTS	786,461	689,154	6,571,355	3,277,940	41,600,000	41,600,000	43,700,000	161,244,173		756,468	756,468	756,468	756,468	756,468	981,468	981,468 6,861,468

	WPCA CAPITAL BUDGET		NOS	SCHEI-SOURCE OF FUNDING-	SCHEDULE E		15
DEPT/ ACCOUNT	FISCAL 2023/2024 DESCRIPTION	Ō	OPERATING	BOND	STATE	STATE	ATOT
04 55050	MAJOR PROJECTS					4	700
09090-10	FOLIPMENT & VEHICLES			s	8,047,787	\$ 6,584,553	\$ 14,632,340
	WEST SIDE TREATMENT FACILITY						
01-56170	MAJOR EQUIPMENT REPLACEMENT/OVERHAUL	s	602,500				005 209
	Rebuild Impeller			240,000			
	HVAC System			150,000			150,000
	EAST SIDE TREATMENT FACILITY						
	MAJOR EQUIPMENT REPLACEMENT/OVERHAUL	S	602,500				602,500
	Main Screen			600,000		S	
	HVAC System			150,000		S	
	FIELD OPERATIONS						
01-55045	Clam Truck			260,000		S	260,000
	Mason Dump Truck			120,000		S	
01-55055	ADMINISTRATION MS 4 Mapping	v	75,000			s	75,000
	TOTALS	5	1,280,000 \$	1,520,000 \$	8,047,787	\$ 6,584,553 \$	17,432,340

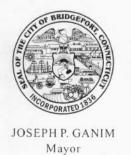
# Water Pollution Control Authority for the City of Bridgeport

#### Schedule G

# Schedule of Fees (other than Sewer Use) Fiscal Year 2023-2024

		Amount
Sewer Connection P	ermit Fee (New Connections):	
Sanitary	Single Family Dwelling	\$125
Sanitary	Multiple Family Dwelling(up to 4 units)	\$200
Sanitary	Multiple Family Dwelling(5 or more units) Additional charge per unit over 4	\$50
Sanitary	Commercial/Industrial Building	\$275
Storm Se	ewer(Residential per connection)	\$125
Storm Se	ewer(Commercial/Industurial per connection)	\$275
Review and Approva	l of Grease Trap Plans and Specifications	\$200
Inspection Permit Fe		
17	Sewer Lateral Repair (8:00AM to 4:00PM M-F) Sewer Lateral Repair Additional (Other Hours)	\$100 \$200
Special Sewer Use E or Specia	\$25	
Special Sewer Use E	Filling Charge(Non-Discharge Adjustment for	
residentia	Il installed irrigation systems)Per Invoice	\$3
Returned Check Fee		\$2
Sewer User Full Acco	ount History	\$2
Sewer Maps(per She	up to 3' Wide 8-1/2" x 11" to 17" per sheet	\$5 \$3
Septage Dumping(Up		\$265

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. #61-22 Ref'd to ECD&E Committee on 5/15/2023

May 10, 2023

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

Re: Resolution – National Park Service Land and Water Conservation Fund – Outdoor Recreation Legacy Partnership Grants Program (#24462)

Attached, please find a Grant Summary and Resolution for the National Park Service Land and Water Conservation Fund – Outdoor Recreation Legacy Partnership Grants Program to be referred to the Economic and Community Development and Environment Committee 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

CITY CLERKS OFFICE 23 MAY 10 PM 4: 02 ATTEST



#### GRANT SUMMARY

PROJECT TITLE:

National Park Service Land and Water Conservation Fund - Outdoor

Recreation Legacy Partnership Grants Program (#24462)

NEW x

RENEWAL

CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME:

Joseph Katz

PHONE NUMBER:

203-576-7732

PROJECT SUMMARY/DESCRIPTION: The ORLP Program is a nationally competitive grant program wherein states (in partnership with municipalities and federally recognized Indian tribes) can submit proposals for land acquisitions or improvements that will provide or significantly improve recreational opportunities in economically disadvantaged communities. The City of Bridgeport is applying with the Trust for Public Land and the State of Connecticut DEEP to fund Phase I of development at the "Sliver by the River" site along the Pequonneck River. Phase I will feature a kayak launch, floating dock, nature playground, multi-use open lawn, terraced lawn with seating, benches, and trees and native plantings. The creation of this new park will provide outdoor recreation amenities for residents of all ages and abilities to exercise and play, go fishing and kayaking, and enjoy close-to-home nature along their newly publicly accessible downtown waterfront.

CONTRACT PERIOD: TBD

FUNDIN	G SOURCES (Including Match Funds)
Federal:	\$ 1,062,454.08
State:	\$0
City:	\$ 1,062,455.08
Other:	\$ 0

GRANT FUNDED	PROJECT FUNDS REQUESTED)		
Salaries/Benefits: \$ 0			
Supplies:	\$0		
Construction:	\$ 2,124,909.16		
Contractual:	\$ 0		

MATCH REQUIRED			
	CASH	IN-KIND	
Construction:	\$ 1,062,455.08	\$ 0	

#### A Resolution by the Bridgeport City Council

#### Regarding the

#### National Park Service Land and Water Conservation Fund Outdoor Recreation Legacy Partnership Grants Program (#24462)

WHEREAS, the National Park Service Land and Water Conservation Fund is authorized to extend financial assistance to municipalities in the form of grants; and

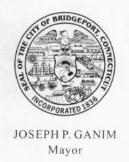
WHEREAS, this funding has been made possible through the Outdoor Recreation Legacy Partnership Grants Program; and

**WHEREAS**, this funding will be used to fund Phase I of development at the "Sliver by the River" site along the Pequonneck River; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the CT DECD Office of Brownfield Remediation and Development Municipal Grant Program to provide new outdoor recreation amenities for residents of all ages.

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

- That it is cognizant of the City's grant application to and contract with the National Park Service Land and Water Conservation Fund for the purpose of its Outdoor Recreation Legacy Partnership Grants 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 National Park Service Land and Water Conservation Fund 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, 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. #62-22 Ref'd to ECD&E Committee on 5/15/2023

May 10, 2023

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

Re: Resolution – CT DECD Office of Brownfield Remediation and Development – Municipal Grant Program (#24443)

Attached, please find a Grant Summary and Resolution for the CT DECD Office of Brownfield Remediation and Development – Municipal Grant Program to be referred to the Economic and Community Development and Environment Committee 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

ATTEST CLERK

CITY CLERKS OFFICE



PROJECT TITLE:

CT DECD Office of Brownfield Remediation and Development - Municipal

Grant Program (#24443)

NEW x

RENEWAL

CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME:

Joseph Katz

PHONE NUMBER:

203-576-7732

**PROJECT SUMMARY/DESCRIPTION:** The Brownfield Municipal Grant Program is a competitive program for municipalities and municipal entities, designed to assist with brownfield redevelopment projects in their communities that will make a significant economic impact. The City of Bridgeport is applying to support the redevelopment of the vacant site of the former A.G.I. Rubber Company on Stratford Avenue. With funding from this grant, the City will be able to spearhead environmental cleanup at this site, as well as raise the site's elevation and create resilient waterfront infrastructure. This work will facilitate the development of future mixed-use, mixed-income, transit-oriented development.

**CONTRACT PERIOD:** 12/1/2023 – 11/30/2026

FUNDIN	G SOURCES (Including Match Funds)
Federal:	\$0
State:	\$ 1,000,000.00
City:	\$ 500,000.00
Other:	\$ 0

GRANT FUNDED	(PROJECT FUNDS REQUESTED)	
Salaries/Benefits: \$ 0		
Supplies:	\$0	
Construction:	\$ 1,250,000 (Remediation, excavation, contingencies)	
Contractual:	\$ 250,000 (Design costs)	

MATCH REQUIRED			
	CASH	IN-KIND	
Contractual:	\$ 250,000	\$ 0	
Construction:	\$ 250,000	\$ 0	

#### A Resolution by the Bridgeport City Council

#### Regarding the

# Connecticut Department of Economic and Community Development Office of Brownfield Remediation and Development Municipal Grant Program (#24443)

WHEREAS, the Connecticut Department of Economic and Community Development (CT DECD) is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Office of Brownfield Remediation and Development Municipal Grant Program; and

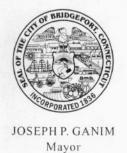
WHEREAS, this funding will be used to support the redevelopment of the vacant site of the former A.G.I. Rubber Company on Stratford Avenue; and

WHEREAS, grant-funded activities will include environmental cleanup, the raising of the site's elevation, and the creation of resilient waterfront infrastructure; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the CT DECD Office of Brownfield Remediation and Development Municipal Grant Program to fund work at this strategically located site.

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

- That it is cognizant of the City's grant application to and contract with the CT DECD for the purpose of its Office of Brownfield Remediation and Development Municipal Grant Program; and
- 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 CT DECD 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, 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. #63-22 Ref'd to Education & Social Services Committee on 5/15/2023

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

Re: Resolution – CT Department of Education – 2023-24 Summer Enrichment Grant Program (#23681)

Attached, please find a Grant Summary and Resolution for the CT Department of Education – Summer Enrichment Grant Program to be referred to the Education and Social Services Committee 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

TTEST CITY CLERKS OFFICE



PROJECT TITLE:

CT Department of Education - 2023-24 Summer Enrichment Grant

Program (#23681)

NEW x

RENEWAL

CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME:

Joseph Katz

PHONE NUMBER:

203-576-7732

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport Department of Youth Services is seeking funds to hire 30 additional summer Junior and Senior Counselors to support camp needs at 13 Lighthouse locations for the summers of 2023 and 2024. This program will provide additional employment opportunities for local Bridgeport youth while also supporting the education and social needs of younger Lighthouse summer camp participants

**CONTRACT PERIOD:** 6/5/2023 – 9/1/2023 and 6/3/2024 – 8/30/2024

FUNDIN	IG SOURCES (Including Match Funds)
Federal:	\$ 0
State:	\$ 100,000.00
City:	\$ 0
Other:	\$ 0

<b>GRANT FUNDED</b>	(PROJECT FUNDS REQUESTED)
Salaries/Benefits:	\$ 100,000.00 (Wages for 30 part-time counselors for two years)
Supplies:	\$ 0
Travel:	\$ 0
Contractual:	\$ 0

MATCH REQUIRED - NONE		
	CASH	IN-KIND
Salaries/Benefits:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

#### A Resolution by the Bridgeport City Council

#### Regarding the

#### CT Department of Education 2023-24 Summer Enrichment Grant Program (#23681)

WHEREAS, the CT Department of Education is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the 2023-24 Summer Enrichment Grant Program; and

**WHEREAS**, this funding will be used to hire 30 additional summer Junior and Senior Counselors to support camp needs at 13 Lighthouse locations in the summers of 2023 and 2024; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the CT Department of Education 2023-24 Summer Enrichment Grant Program to provide additional employment opportunities for local Bridgeport youth while also supporting the education and social needs of younger Lighthouse summer camp participants.

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

- That it is cognizant of the City's grant application to and contract with the CT Department of Education for the purpose of its Summer Enrichment 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 CT Department of Education 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

CITY ATTORNEY Mark T. Anastasi

DEPUTY CITY ATTORNEY

999 Broad Street Bridgeport, CT 06604-4328 Telephone (203) 576-7647 Facsimile (203)576-8252

John P. Bohannon, Jr.

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



James Maye (x8137) James.Maye@bridgeportCT.gov

May 1, 2023

Honorable Members of City Council of the City of Bridgeport City Hall 45 Lyon Terrace Bridgeport, CT 06604

Re:

Proposed Amendment to the Municipal Code of Ordinances:

Chapter 8.81 - Sexually Oriented Business Ordinance

Dear Honorable City Council Members,

The Director of Health and Social Services, Ebony Jackson-Shaheed, proposes to amend the above captioned chapter of the Bridgeport Municipal Code. The proposed amendments better defines the type of facilities falling within the purview of facilities to be regulated under this ordinance. In addition, it clarifies the areas of the anatomy and types of activities that are regulated under this ordinance. Finally, several grammatical errors in the ordinance are corrected under the proposed amendment.

Kindly be advised that the ordinance amendment, as proposed, is of proper and sufficient legal form for adoption as required by Chapter 5, Section 9 of the City Charter.

Very truly yours,

James T. Maye

Associate City Attorney

#### CITY OF BRIDGEPORT

#### OFFICE OF THE CITY ATTORNEY

999 Broad Street

**Bridgeport, CT 06604-4328** 

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

DEPUTY CITY ATTORNEY John P. Bohannon, Jr.

**CITY ATTORNEY** 

Mark T. Anastasi

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



James Maye (x8137)

James.Maye@bridgeportCT.gov

#### **Executive Summary**

Re: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES: CHAPTER 8.81

To: Honorable City Council Members

From: James T Maye, Esq.

Dated: May 1, 2023

Pursuant to City Council Rule XIII, Section 15, below please find the required information:

#### a. Submission Title

Proposed Amendment to the Municipal Code of Ordinances, amend Chapter 8.81 - Sexually Oriented Business Ordinance.

#### b. Submitting Entity

Director of Health and Social Services, Ebony Jackson-Shaheed

#### c. Contact Person

Director of Health and Social Services, Ebony Jackson-Shaheed

(203) 576-7314 - ebony.jackson-shaheed@bridgeportct.gov

Sumit Sharma, Deputy Director of the Health Department

(203) 650-2260 - Sumit.Sharma@bridgeportct.gov

#### d. Approval Deadline

The next occurring City Council meeting, following Ordinance Committee approval, if possible.

#### e. Matter Summary

This submission is a proposed amendment to City Ordinance Chapter 8.81. The proposed amendment clarifies the types of facilities that are to be regulated by adding definitions for adult bookstore, adult cabaret and adult entertainment as wells as better defining "specified anatomical area and "specified sexual activities." It also makes some updates to the application process by indicating who is supposed to provide a recent photograph. Finally, updates are made to the licensing procedure along with correcting grammatical errors.

#### f. City Council Action Requested

Referral to Ordinance Committee and approval of the proposed amendments.

#### g. Financial Impact Analysis

No cost to the City.

#### h. Funding Budget-Line

\$0 for FY 2022-2023 will be paid from the annual operating budget of any department.

#### i. Proposed Motion

**BE IT ORDAINED** by the City Council of the City of Bridgeport that, effective upon publication, the Municipal Code of Ordinances, **Chapter 8.81 - Sexually Oriented Business Ordinance**, is hereby amended as follows ...

#### RESOLUTION

#### AMENDMENT TO CHAPTER 8.81 – SEXUALLY ORIENTED BUSINESS ORDINANCE

WHEREAS, Bridgeport Code of Ordinances Chapter 8.81 currently lacks in the Definition Section certain terms that are needed to better define the type of facilities to be regulated under this chapter; and

WHEREAS, the Definition Section does not clearly define the meaning of Specified Anatomical Area and Specified Sexual Activities; and

WHEREAS, the Application Section does not properly account for who is to provide a photograph, driver's license and social security card, or Federal Employer Identification number, in the event the applicant is an entity; and

WHERE, the Licensing Procedure Section automatically granted a license to the applicant if an approval of the application was not issued with 45 days of the application which is an unreasonable time frame and a similar provision is provided in the Expiration and Renewal Section; and

WHEREAS, it is in the best interest of the City that Chapter 3.08.070 be amended to rectify these sections.

NOW, THEREFORE, **BE IT ORDAINED** by the City Council of the City of Bridgeport that, effective upon publication, the Municipal Code of Ordinances **Chapter 8.81 – SEXUALLY ORIENTED BUSINESS ORDINANCE** is hereby amended and restated as provided in **Schedule A** attached hereto and made a part hereof.

#### Chapter 8.81 SEXUALLY ORIENTED BUSINESS ORDINANCE

#### 8.81.010 Short title.

This chapter shall be known and may be cited as the "Bridgeport sexually orientated business ordinance." (Ord. dated 10/1/12)

#### 8.81.020 Purpose of chapter.

The city of Bridgeport city council finds:

The city contains commercial premises, commercial structures, or parts thereof, which by reason of
design and their intended use are conducive to the spread of dangerous communicable disease to the
public. Standards for such places must be established to protect the public by eliminating the
possibility of infection or contagious disease. The commercial premises, structures, or parts thereof,
which expose persons to the risk of infection are necessarily subject to regulation and minimal
standards in order to prevent the spread of disease, and to protect the public's health, safety and
welfare.

The operation of sexually oriented businesses in the city requires special regulation and supervision by the city to protect, preserve and promote the health, safety and welfare of the patrons of such businesses, as well as the health, safety and welfare of the city's residents. Further, protecting order and morality, preserving the character and preventing the deterioration of the city's neighborhoods, promoting retail trade, maintaining property values, and ensuring sanitary and safe public places are desirable objectives of the community and its leaders.

- 2. Statistics and studies performed by a substantial number of cities in the United States indicate that:
  - a. Large numbers of persons, primarily male, frequent such sexually oriented businesses, especially those which provide closed booths, cubicles, studios and rooms for the private viewing of socalled "adult" motion pictures, videotapes or live entertainment.
  - b. Such closed booths, cubicles, studios and rooms have been used by patrons, clients or customers of such sexually oriented businesses for the purpose of engaging in specified sexual activities.
  - c. Male and female prostitutes have been known to frequent such businesses in order to provide sex for hire to the patrons, clients or customers of such businesses within such booths, cubicles, studios and rooms.
  - d. Doors, curtains, blinds and other closures installed in or on the entrances and exits of such booths, cubicles, studios and rooms which are closed while such booths, cubicles, studios and rooms are in use encourage patrons using such booths, cubicles, studios and rooms to engage in specified sexual activities therein with prostitutes, other persons or by themselves, thereby promoting and encouraging prostitution and the commission of specified sexual activities which cause blood, semen, urine or other bodily secretion to be deposited on the floors and walls of such booths, cubicles, studios and rooms, which deposits could prove detrimental to the health and safety of other persons who may come into contact with such deposits.
  - [e. Booths, stalls, partitioned portions of a room or individual rooms used for viewing motion pictures or other forms of entertainment shall have not have doors, curtains or portal partitions.

All such places shall have at least one side open to an adjacent public room so that the area inside is visible to persons in that room. All such described areas shall be lighted in such a manner that the persons in the areas used for viewing motion pictures or other forms of entertainment are visible from the adjacent public room. However, such lighting shall not be so intense that it prevents the viewing of motion picture or other offered entertainment. ]e. Specified sexual activities often occur at sexually oriented businesses that have not obtained a license. Specified sexual activities include sexual physical contact between employees and patrons of sexually oriented businesses and specifically include manual or oral touching or fondling of specified anatomical areas, whether clothed or unclothed. Such casual sexual physical contact between strangers may result in the transmission of communicable diseases, which would be detrimental to the health of the patrons and employees of such sexually oriented businesses.

- f. The unregulated operation of sexually oriented businesses, including off-site sexually oriented businesses like adult bookstores, adult video stores and adult novelty stores, is associated with an increase in the incidence of sex-related crimes and other crimes and also has a disruptive effect on the surrounding neighborhood by causing excessive noise, parking problems, the presence of discarded sexually oriented material on residential lawns, and the performance of sexual acts in public places, as well as causing a deleterious effect on surrounding businesses and decrease in the value of surrounding property.
- g. The reasonable licensing of such sexually oriented businesses tends to discourage prostitution, other sex-related crimes, anonymous and high-risk sexual contact and unsanitary sexual activity, excessive noise and reduction in property values, thereby decreasing the incidences of communicable diseases and sex-related crimes, all thereby promoting and protecting the health, safety and welfare of the employees and the members of the public who patronize such businesses and protecting the health, safety and property interests of this city and its residents.
- h. This ordinance is intended to require sexually oriented businesses to obtain a license to protect the public and is intended to complement but not conflict with adult entertainment zoning regulations adopted by the planning and zoning commission which became effective July 4, 2011. Zoning regulations alone do not adequately protect the public health, safety and welfare and thus certain requirements are necessary with respect to ownership, employees, facility, operation, advertising, hours of business and other aspects of the sexually oriented business that relate to public health, safety and welfare.
- 3. The continued unlicensed operation of such sexually oriented businesses is and would be detrimental to the health, safety and general welfare of the residents of the city.
- 4. The constitution and laws of the state grant to the city [of Bridgeport] powers, especially the police power and Connecticut General Statutes Section 7-148(c)(7)(H), to enact reasonable legislation and measures to regulate and supervise sexually oriented businesses in order to protect the public health, safety and general welfare and as such necessitates regulation and control.
- 5. It is the purpose and intent of the city council, in enacting this ordinance, to require sexually oriented businesses to obtain licenses. These licenses are intended to promote the health, safety and general welfare of the residents of the city and to establish reasonable and uniform requirements for such businesses in order to: reduce or eliminate the adverse secondary effects of such sexually oriented businesses; protect residents from increased crime; preserve the quality of life; preserve the property values and the character of surrounding neighborhoods and businesses; deter the spread of blight; and protect against the threat to public health from the spread of communicable and social diseases.
- 6. It is not the intent of the council, in enacting this ordinance, to deny to any person rights to speech protected by the United States or state constitutions, nor is it the intent of the council to impose any additional limitations or restrictions on the content of any communicative materials including sexually

oriented films, videotapes, books or other materials. Further, by enacting this article, the council does not intend to deny or restrict the constitutionally protected rights of any adult to obtain or view any sexually oriented materials under the United States or state constitutions, nor does it intend to restrict or deny any constitutionally protected rights that distributors or exhibitors of such sexually oriented materials may have to sell, distribute or exhibit such materials.

(Ord. dated 10/1/12)

#### 8.81.030 Definitions.

For the purposes of this chapter, the following terms shall have the following meanings:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Adult arcade" means any establishment where one or more still or motion picture projectors, slide projectors or similar machines, or other image producing machines, for viewing by five or fewer persons each, are regularly used to show films, motion pictures, videocassettes, slides or other photographic reproductions that are characterized by the depiction or description of specified anatomical areas or specified sexual activities.

"Adult bookstore" means an establishment having a substantial or significant portion of its stock and trade in books, films, video cassettes or magazines and other periodicals which are distinguished or characterized by their emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas and in conjunction therewith has facilities for the presentation of adult entertainment and including adult-oriented films, movies or live entertainment, for observation by patrons therein.

"Adult Cabaret" means a nightclub, bar, restaurant, café, internet café, supper club, lounge, or similar establishment in which specified anatomical areas are exposed.

"Adult entertainment" means any exhibition of any adult-oriented motion pictures, live performance, display or dance of any type, which has as a significant or substantial portion of such performance any actual or simulated performance of specified sexual activities or exhibition and viewing of specified anatomical areas.

"Adult minimotion picture theater" means any enclosed building with a capacity of fifty (50) or less persons regularly used for showing films, motion pictures, videocassettes, slides or other photographic reproductions that are characterized by the depiction or description of specified anatomical areas or specified sexual activities, for observation by patrons therein.

"Adult novelties" means: (a) instruments, devices, toys or paraphernalia that are designed for or marketed primarily for stimulating human genital organs, sexual arousal or sadomasochistic use; (b) instruments, devices, gag gifts, toys or paraphernalia that depict, display or are shaped in the form of specified anatomical areas; and (c) oils, lotions, gels or creams that are designed for or marketed primarily for use upon specified anatomical areas and intended for stimulating human genital organs, sexual arousal or as an aid to enhance or promote specified sexual activities.

"Employee" means any and all persons who work in or at or render any services directly related to the operation of a sexually oriented business.

"Entertainer" means any person who provides adult entertainment within a sexually oriented business, whether or not a fee is charged or accepted for such entertainment.

"Escort" means any person who, for any form of consideration, [agrees or offers to act as a social companion, guide or date for another person, or who] agrees or offers to privately model lingerie or to privately perform a striptease for another person.

"Escort agency" means any person or business that furnishes, offers to furnish, or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

"Excusable delay" means a delay by the city in fulfilling any of its obligations, or the city 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, mass casualties to persons or significant destruction of property, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent its ability to perform its obligations under this chapter.

"Inspector" means the chief of police, fire marshal, chief building official, health [director] and social services director, zoning enforcement officer, their agent or representative, or any city or state employee designated to make inspections for public safety, fire code, building code, public health, zoning purposes, violations of this article, or for violations of other laws and ordinances of this city or state.

"Licensed premises" means any premises that requires a sexually oriented business license pursuant to this chapter, including any buildings, parking areas and all other portions of the property of which the licensee has control.

"Licensee" means any person in whose name a license to operate a sexually oriented business has been issued, as well as the individual listed as an applicant on an application for a license.

"Live adult entertainment" means any live performance by a person who appears to expose any specified anatomical areas or any live performance that is characterized by the exposure of specified anatomical areas.

"Massage establishment" as defined in Section 5.12.030.

["Masseur" means any person who, for any form of consideration, performs massage activities as described in the previous definition of this section]"Minor" means any person under the age of eighteen (18) years.

"Operator" means any person operating, owning, managing, conducting or maintaining a sexually oriented business.

"Sexual activities" is not intended to include any medical publications or films or bona fide educational publication or films, nor does it include any art or photography publications that devote at least twenty-five (25) percent of the lineage of each issue to articles and advertisements dealing with subjects of art or photography. Nor does this definition apply to any news periodical that reports or describes current events and which, from time to time, publishes photographs of nude or seminude persons in connection with the dissemination of the news. Nor does this definition apply to publications or films that describe and report different cultures and which, from time to time, publish or show photographs or depictions of nude or seminude persons when describing cultures in which nudity or semi nudity is indigenous to the population.

"Sexual encounter establishment" means a business or commercial establishment that, for any form of consideration, offers a place where two or more persons may congregate, associate or consort for the purpose of specified sexual activities or the exposure of specified anatomical areas. A sexual encounter establishment shall not include an establishment where a state-licensed medical practitioner, psychologist, psychiatrist, or similar professional person engages in medically approved and recognized sexual therapy.

"Sexually oriented business" means:

- An adult arcade, adult [oriented] <u>bookstore</u>, <u>adult novelties</u> store, adult cabaret, adult minimotion picture theater, escort agency, massage establishment or sexual encounter establishment; or
- 2. Any premises to which the public, patrons, or members are invited or admitted and wherein an entertainer provides adult entertainment, or which premises are so physically arranged as to provide booths, cubicles, studios, rooms, compartments or stalls separate from the common areas of the premises for the purpose of viewing adult-oriented motion pictures or wherein an entertainer provides

- adult entertainment, when such adult entertainment is held, conducted, operated or maintained for profit, direct or indirect; or
- Any studio or any premises that are physically arranged and used as such, whether advertised or represented as an adult entertainment studio, rap studio, exotic dance studio, encounter studio, sensitivity studio, modeling studio or any other term of like import; or
- 4. Any exhibition of any adult-oriented motion picture, live performance, display or dance of any type that has as a significant or substantial portion of such performance any performance of specified sexual activities or exhibition and viewing of specified anatomical areas, removal of articles of clothing or appearing unclothed, pantomime, modeling, or any other personal services offered customers, when such adult entertainment is held, conducted, operated or maintained for profit, direct or indirect; or
- Any amusement machine that is regularly used for presenting material that is characterized by the depiction or description of specified anatomical areas or specified sexual activities, for observation by patrons thereof.

"Specified anatomical area" means [human genitals, pubic region and anus.] <u>less than completely and opaquely covered human genitals, pubic region, buttocks and female breasts below a point immediately above the top of the areola. In addition, it includes human male genitals in a discernibly turgid state, even if complexly opaquely covered.</u>

"Specified sexual activities" means sex acts, normal or perverted, including intercourse, oral copulation, or sodomy; masturbation; <u>fondling or erotic touching of human genitals</u>, <u>pubic region</u>, <u>buttocks or female breasts</u>; or excretory functions as part of or in connection with any of the activities set forth in this definition.

(Ord. dated 10/1/12)

#### 8.81.040 License.

- A. Pursuant to Connecticut General Statutes Section 7-148(c)(7)(H), licenses shall be required for:
  - Commercial buildings, structures, premises or portion thereof, or facilities therein, which are so
    constructed, used or operated to facilitate sexual activities, or designed or used to promote high-risk
    sexual conduct.
  - [2. The operation of a sexually oriented business without first obtaining a license to operate from the city.
  - 3] 2. Each sexually oriented business located at a fixed and certain place. Any person who desires to operate more than one sexually oriented business must have a license for each such business.
- B. It shall be a violation of this chapter for any owner, operator, entertainer or employee to knowingly work in or about, or to knowingly perform any service directly related to, the operation of any unlicensed sexually oriented business.
- C. Each license shall be specific to a licensee and to a location and may not be sold, assigned or transferred to any other person or location in any way, including, but not limited to:
  - 1. The sale, lease or sublease of the business; or
  - 2. The transfer of shares, securities or interests that constitute a controlling interest in the business, whether by sale, exchange or similar means; or
  - The establishment of a trust, gift or other similar legal device that transfers ownership or control of the business, except for a transfer by bequest or other operation of law upon the death of the licensee or a person possessing the ownership or control of the licensee.

(Ord. dated 10/1/12)

#### 8.81.041 Application.

- A. The operator of each sexually oriented business shall submit an application to the town clerk together with an application fee as listed in this chapter prior to the commencement of business [ or within sixty (60) days of the effective date of the ordinance from which this chapter is derived for any establishment already open for business]. The town clerk shall date stamp the application and shall promptly deliver the application to health and social services. The application shall be made upon a form prepared by and available from health and social services.
- B. The application shall be signed and filed by a person having direct control or management of the existing or proposed sexually oriented business. In instances where the applicant is a partnership, limited liability company or corporation, the application shall be signed and filed by a duly authorized partner, member, manager, officer, director, or majority shareholder of such entity, as the case may be. The application shall be sworn to be true and correct by the applicant.
- C. The applicant for a license shall furnish the following information:
  - Name and business and residence address of the applicant, owner, operator, manager and any other
    person having direct control or management of the sexually oriented business, including all fictitious
    names. If the applicant is a partnership, the names of all general partners. If the applicant is a limited
    liability company, the names of all members and managers of such company. If the applicant is a
    corporation, the names of all officers, directors and shareholders holding a ten percent or greater
    interest in the total number of shares of such corporation; and
  - Name and business and residence address of each individual named in subsection C.1. of this section; and
  - 3. Name and address of all employees and any other persons directly involved in the operation of the sexually oriented business, including all fictitious names; and
  - 4. Written proof that the applicant is at least eighteen (18) years of age; and
  - [5. A recent photograph of the applicant;] 5. A recent photograph of the applicant. In instances where the applicant is a partnership, limited liability company or corporation, a recent photograph of a duly authorized partner, member, manager, officer, director, or majority shareholder of such entity, as the case may be; and
  - 6. The applicant's driver's license number and Social Security number or Federal Employer Identification number; <u>In instances where the applicant is a partnership, limited liability company or corporation, a</u> <u>recent photograph of a duly authorized partner, member, manager, officer, director, or majority</u> <u>shareholder of such entity, as the case may be; and</u>
  - 7. If the applicant is:
    - a. A partnership, the application shall be accompanied by the partnership agreement, if any[;];.
    - b. A limited partnership, the application shall specify the name of the partnership, the date and state of the filing of its certificate of limited partnership, and the name and address of its statutory agent for service of process, and shall be accompanied by a copy of the partnership agreement, if any, and by evidence that such partnership is in good standing under the laws of the state[;].
    - c. A limited liability company, the application shall specify the name of the company, the date and state of the filing of its articles of organization, and the name and address of its statutory agent for service of process, and shall be accompanied by a copy of the operating agreement, if any, and by evidence that such company is in good standing under the laws of the state[;].

- d. A corporation, the application shall specify the name of the corporation, the date and state of incorporation, and the name and address of its statutory agent for service of process, and shall be accompanied by a copy of its bylaws, if any, and by evidence that such corporation is in good standing under the laws of the state[;];
- e. Operating under a fictitious name, the application shall be accompanied by a copy of the applicant's recorded trade name certificate; and
- 8. The applicant's sexually oriented business license and land use permit history, which shall include, but not be limited to, whether such person is currently licensed or has previously operated in this or another municipality or state under license; the names and locations of such businesses; whether the applicant has had such license suspended or revoked; the dates of and reasons for such suspension or revocation; and the business entity or trade name under which the applicant operated that was subject to the suspension or revocation. Such history shall include any entity of which the applicant was a partner, member, officer, director or shareholder; and
- 9. Any criminal convictions of the applicant, operator, employees and other persons directly involved in the management or control of the sexually oriented business, to any crime involving moral turpitude, prostitution, obscenity or other sex-related crimes in any jurisdiction within three years of the date of the filing of the application. Such crimes include, but are not limited to, obscenity, child pornography, prostitution, patronizing a prostitute, promoting or permitting prostitution and sexual assault, in the state, being Connecticut General Statutes Sections 53a-194, 53a-196, 53a-196a, and 53a-196b (obscenity); Connecticut General Statutes Sections 53a-196c and 53a-196d (child pornography); Connecticut General Statutes Sections 53a-83 and 53a-83a (prostitution, patronizing a prostitute, and patronizing a prostitute from a motor vehicle); Connecticut General Statutes Sections 53a-86, 53a-87, 53a-88 and 53a-89 (promoting or permitting prostitution); and Connecticut General Statutes Sections 53a-70, 53a-70a, 53a-70b, 53a-71, 53a-72a, 53a-72b and 53a-73a (sexual assault); and
- The location of the sexually oriented business to be operated by the applicant, including the street address, legal description of the property, and telephone number, if any; and
- 11. The exact nature of the entertainment to be conducted at the sexually oriented business; and
- 12. A sketch or diagram showing the configuration of the premises drawn to a designated scale and with marked dimensions of the interior of the premises, including a statement of total floor space occupied by the business. Such sketch or diagram shall include, without limitation, all doors, windows, bars, stages, manager's stations, restrooms, dressing rooms, booths, cubicles, rooms, studios, compartments, stalls, overhead lighting fixtures and any areas where patrons are not permitted; and
- 13. A statement by the applicant that the applicant is familiar with the provisions of this chapter, is in compliance with them, and consents to the authority of the city in licensing the proposed sexually oriented business.
- [D. Health] <u>D. The health and social services</u> director shall have the right to request additional information and documentation of the applicant and the proposed business to support or clarify any information previously provided.
- E. If a license to operate a sexually oriented business is granted, the information furnished in the application, including employee information, shall be updated within thirty (30) days of any material changes. Such update shall be filed at the office of the town clerk, who shall promptly forward such update to the health and social services director.

(Ord. dated 10/1/12)

#### 8.81.042 Licensing procedure.

- A. The chief of police and the health <u>and social services</u> director shall be responsible for investigating, granting, denying, renewing, suspending and revoking all sexually oriented business applications and licenses pursuant to this chapter. Upon receipt of a properly completed application with all required attachments, the chief of police and the health <u>and social services</u> director shall immediately forward copies of such application to the following city officials for their investigation:
  - 1. The chief of police shall investigate the criminal convictions, qualifications and suitability of the applicant to be licensed and shall inspect the premises for compliance with all laws and regulations.
  - The fire marshal shall investigate the compliance of the proposed premises with all applicable fire codes and laws.
  - 3. The chief building official shall investigate the compliance of the proposed premises with all applicable building codes and laws.
  - [4. Health] <u>4. The health and social services</u> director shall investigate the compliance of the proposed premises with all applicable public health codes and laws.
  - The zoning enforcement officer shall investigate the compliance of the proposed premises with all
    applicable zoning regulations and laws.
- B. Within thirty (30) days of the date the application was filed, all such investigations to be performed pursuant to subsection A. of this section shall be completed. At the conclusion of each investigation, each city official shall indicate on the photocopy of the application his approval or disapproval of the application, state the reasons for any disapproval, date it, sign it, and return it immediately to the chief of police and the health and social services director. The chief of police and the health and social services director may request a follow-up report from the fire marshal, chief building official or zoning enforcement officer and shall disapprove an application if they find that the proposed sexually oriented business will be in violation of any provision of any state statute, state code, city ordinance or regulation.
- C. Within forty-five (45) days of the date the application was filed, the chief of police and <a href="the-health and social services">the-health and social services</a> director shall render a decision approving or denying such application and shall file such decision with the town clerk and mail such decision to the applicant by certified mail, return receipt requested. If the application is denied, they shall state in writing the reasons for such denial. All copies of the investigations performed pursuant to subsection B. of this section shall be attached to the decision.
- D. The chief of police and <u>the</u> health <u>and social services</u> director shall issue to the applicant a license to operate a sexually oriented business within forty-five (45) days of the date the application was filed if all requirements for a sexually oriented business described in this chapter are met, unless they find that:
  - 1. The applicant is under eighteen (18) years of age; or
  - The applicant or any other person who will be directly engaged in the management and operation of the business has been convicted in this or any other state of any of the crimes specified in Section 8.81.041C.9., regardless of the pendency of any appeal, within three years of the date the application was filed; or
  - 3. Within five years of the date the application was filed, the applicant or spouse has been denied a license by the city to operate a sexually oriented business, has had a license revoked by the city, or has failed to correct any material violation of this chapter for more than thirty (30) days, of which the licensee has received written notice; or
  - 4. Within three years of the date the application was filed, the applicant or spouse has had a license to operate a sexually oriented business denied or revoked by another municipality or state; or

- The chief of police and the health and social services director shall confirm whether the applicant is overdue on payment to the city of any taxes, fees, fines or other penalties relating to the sexually oriented business or the licensed premises; or
- 6. The business as proposed by the applicant, if permitted, would not have complied with all applicable statutes, codes, ordinances, laws and regulations including, but not limited to, the fire, building, health, and zoning codes of the city, and this chapter. If the premises are not in compliance, the applicant shall be advised of the reasons in writing and what if any measures the applicant can take to bring the premises into compliance for a license to issue; or
- 7. The applicant has failed to complete the license application as specified in Section 8.81.041C, has failed to provide any supporting or clarifying documentation when requested by chief of police and the health and social services director, or has provided materially false or misleading information in the application; or
- 8. The application fee has not been paid; or
- 9. The granting of the application would violate a statute, ordinance or court order; or
- The applicant, if a limited partnership, limited liability company or corporation, is not in good standing under the laws of the state.
- E. [Any failure of the license to issue within forty-five (45) days of the date the application was filed shall constitute an approval of the license.
- F. If the sexually oriented business application is denied, the city shall retain one-half of the permit fee for expenses incurred in the investigation of the application and shall return the remainder to the applicant.

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- E. When an application is denied solely for reasons stated in subsection D.6. of this section and such violation is correctable, the applicant shall be given an additional thirty (30) days from the date of such notification of denial to bring the premises into compliance. Upon verification by inspection that the correction has been made, which shall be determined no later than forty-eight (48) hours after receipt by the chief of police and the health and social services director of written notice of such correction, a license shall be issued to the applicant so long as no new violations or other disqualifying factors have occurred within such thirty (30) days.
- [H] F. As a condition of the license, the entire licensed premises shall be open to random physical inspections for compliance with this chapter by any inspector during all hours when the premises are open for business. Any refusal to allow such an inspection shall constitute a violation of this chapter and grounds for revocation of the license.
- [I] G. The license, if granted, shall state on its face the name of licensee, the expiration date, the address of the sexually oriented business, and the department or public official and telephone number to report any violation of this chapter. The license shall also include a notice that the subject premises are subject to random inspections by inspectors of the city for compliance with this chapter.
- [J] H. The license shall be posted in a conspicuous place at or near the entrance to the sexually oriented business so that it may be easily read at all times.

(Ord. dated 10/1/12)

#### 8.81.043 Expiration and renewal.

A. Each license issued to a licensee shall expire one year from the date it is issued, unless it is renewed upon application of the licensee accompanied by payment of a renewal fee. Such application and application fee

shall be submitted by the licensee to the town clerk at least thirty (30) days before the expiration date of the license, but not more than ninety (90) days before. Provided the application is filed within such time and the renewal fee paid, the health and social services director shall, prior to the expiration of the previous license, renew the license for the same licensee at the same location for an additional one year, unless the random inspection reports in the licensee's file reveal uncorrected violations of this chapter or uncorrected violations of any fire, building, health or zoning codes or regulations, of which the licensee has received written notice, or any condition under Section 14-263D that could have been grounds for denial of the original application has since become true. If renewed, the health and social services director shall mail the renewed license to the licensee prior to the expiration date of the previous license. If not renewed, the health and social services director shall mail a notice of nonrenewal to the licensee by certified mail, return receipt requested, prior to the expiration date of the previous license, stating the reasons for such nonrenewal. No sexually oriented business shall continue operations without a renewed license. [Any failure of the license to be renewed within forty-five (45) days of the date the application for renewal was filed shall constitute a renewal of the license.]

- B. If there are uncorrected violations of this chapter or uncorrected violations of any fire, building, health or zoning codes or regulations, of which the licensee has received written notice, the license renewal shall be delayed for a maximum of thirty (30) days beyond the original expiration date in order for all corrections to be completed and inspections done to determine compliance. If the licensee does not make such corrections of violations within such thirty (30) days, no license renewal shall be issued. [Health] The health and social services director shall mail a notice of nonrenewal to the licensee by certified mail, return receipt requested, within five days after the extended thirty-day period, stating the reasons for such nonrenewal.
- C. Notwithstanding the provisions in subsection B. of this section, in no instance shall a renewal be issued to a licensee who, within the one-year period of the previous license has had two or more material violations of this chapter, to which the licensee has received written notice, or has had one or more uncorrected material violations of this article pending for over thirty (30) days.
- D. Should a license not be renewed for any violation of this [article] <u>chapter</u>, no license shall issue for the same licensee for five years from the expiration of the previous license.

(Ord. dated 10/1/12)

#### 8.81.044 Suspension and revocation.

- [A. Health]A. The health and social services director may suspend a sexually oriented business license for a period not to exceed thirty (30) days upon a determination that a licensee, operator or employee has materially violated any part of this chapter. [Health] The health and social services director shall issue such suspension in writing stating the reasons therefore and shall notify the licensee by certified mail, return receipt requested, addressed to the licensee at his business or residence address, or by service by any process server at the usual place of abode of the licensee or at the licensed premises. If a suspension is issued for a correctable violation, the health and social services director, within forty-eight (48) hours of receipt of written notice that the correction has been made, shall terminate such suspension upon verification by inspection. No sexually oriented business shall continue operations while under suspension.
- [B. Health] B. The health and social services director shall revoke any license where any of the following occur:
  - It is discovered that materially false or misleading information or data was given on, or material facts were omitted from, any application for a sexually oriented business license.
  - 2. Any taxes, fees, fines or other penalties relating to the licensed premises or required to be paid by this chapter become more than thirty (30) days delinquent.

- 3. A licensee, operator, employee or other person directly involved in the management or control of the sexually oriented business has been convicted of any crime specified in Section 8.81.041C.9.
- 4. A licensee has had within a one-year period two or more material violations of this chapter to which the licensee has received written notice.
- 5. A licensee has one or more uncorrected material violations of this chapter pending for over thirty (30) days, to which the licensee has received written notice.
- 6. A licensee has failed to correct within thirty (30) days any violation for which his license was suspended pursuant to subsection A. of this section.
- 7. The license or any interest therein is transferred in any way.
- 8. A licensee, operator or employee has knowingly allowed any live performance or conduct featuring any specified sexual activities to occur on the licensed premises.
- A licensee, operator or employee has knowingly allowed any illegal activity to occur on the licensed premises including, but not limited to, prostitution, gambling, or the possession, use or sale of controlled substances.
- 10. A licensee, operator or employee has knowingly operated the sexually oriented business while the business's license was under suspension.
- C. At least ten days prior to the revocation of any license, the health and social services director shall issue such revocation in writing stating the reasons therefore and shall notify the licensee by certified mail, return receipt requested, addressed to the licensee at his business or residence address, or by service by any process server at the usual place of abode of the licensee or at the licensed premises.
- D. [Subject to Section 8.81.044F[B.], no] No sexually oriented business shall continue operations after its license has been revoked, and no new license shall be issued for the same licensee for five years from the date of revocation.

(Ord. dated 10/1/12)

#### 8.81.045 Appeal.

- A. Within five days of receipt of notification of a denial, nonrenewal, suspension or revocation of a license by the chief of police or the health <u>and social services</u> director, the licensee may contest such decision by appealing to the superior court within twenty (20) days of such written notice of such decision.
- B. During the pendency of any appeal of a nonrenewal, suspension or revocation, the operations of the sexually oriented business may be maintained by the licensee, unless otherwise ordered by the superior court.

(Ord. dated 10/1/12)

#### [8.81.050 Existing businesses.

- A. Any sexually oriented business lawfully operating on the effective date of the ordinance from which this chapter is derived shall be deemed a nonconforming use. No nonconforming use shall be increased, enlarged, extended or altered except to make it a conforming use.
- B. Any existing sexually oriented business on the effective date of the ordinance from which this chapter is derived shall submit an application for a license pursuant to Section 8.81.041 and shall comply with all regulations herein within sixty (60) days of the effective date of the ordinance from which this article is derived. Otherwise, such existing sexually oriented business shall cease operations. ](Ord. dated 10/1/12)

#### 8.81.[060]050 Operating requirements.

The following requirements shall apply to all sexually oriented businesses within the city:

#### 1. Generally.

- a. No licensee, operator or employee of a sexually oriented business shall perform or permit to be performed, offer to perform, or allow patrons to perform any live performance or conduct featuring any specified sexual activities on the licensed premises.
- b. Every sexually oriented business shall comply with all applicable statutes, codes, ordinances, laws and regulations including, but not limited to, the fire, building, health, and zoning regulations and codes of the city and state.
- c. Every new sexually oriented business shall be physically arranged in such a manner that the entire interior portion of any room or other area used for the purpose of viewing of adult entertainment shall be clearly visible from the common areas of the premises. Visibility into such areas shall not be blocked or obscured by doors, curtains, partitions, drapes or any other obstruction whatsoever. Such areas shall be readily accessible at all times to employees and shall be continuously open to view in their entirety. It shall be a violation of this chapter to install enclosed booths, cubicles, rooms or stalls within sexually oriented businesses, for whatever purpose, but especially for the purpose of providing for the secluded viewing of adult entertainment, except as set forth in subsection n. of this section.
- d. Every sexually oriented business, including common areas, entryways, parking areas, restrooms, and any room or other area used for adult entertainment, shall be well-lighted. The entire premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than one foot candle as measured at the floor or ground level. It shall be the duty of the operator and his agents to ensure that such illumination is maintained at all times that any patron is present on the premises.
- No holes shall be allowed in the walls or partitions that separate each such room from any adjoining room.
- f. No sexually oriented business shall be conducted in such a manner that permits the observation of any material depicting specified anatomical areas or specified sexual activities from outside of the building that houses the sexually oriented business.
- g. No sexually oriented business shall advertise the availability at such business of any activity that would be in violation of this chapter or any state or federal law. Nor shall any exterior sign, display, decoration, show window or other advertising of such business contain any material depicting, describing or relating to specified anatomical areas or specified sexual activities.
- No gambling shall be permitted by any person in any sexually oriented business.
- i. The interior premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than three foot candles as measured at the floor level. It shall be the duty of the operator, and any employees present on the premises, to ensure that the illumination described above is maintained at all times that the premises are open for business.
- j. It shall be the duty of the operator, and of any employees present on the premises, to ensure that no specified sexual activity occurs in or on the licensed premises.

- k. It shall be the duty of the operator to repair, without delay, any holes or openings in any booths and to ensure that no porous materials are used for any wall, floor, or seat in any booth or viewing room.
- The operator shall post conspicuous signs inside the establishment that sexual activity on the premises is prohibited, and violators will be required to leave the premises.
- n. Any lawfully existing sexually oriented business that already has booths, cubicles, compartments or separate stalls where the interior is not visible from the common areas, can either cause such areas to be visible from common areas or install security cameras to provide continuous video monitoring in the ceiling of such areas to continuously record any activity that occurs in the complete interior of all such areas. The quality of the installation of security cameras shall be subject to the approval of the health and social services director, which shall not be unreasonably withheld. All recordings shall be in compliance with federal and state law, including but not limited to Title 18, USC Section 2710(b)(2), and shall be saved for the maximum number of sixty (60) days as permitted by federal and state law, to allow for inspection and copying of any and all recordings by either the police or the health department.
- 2. Employees. The licensee and operator shall be responsible for the conduct of all employees while on the licensed premises. Any act or omission of any employee constituting a violation of the provisions of this chapter shall be deemed the act or omission of the licensee and operator, when such licensee or operator knew or should have known of such act or omission, for purposes of determining whether the operating license shall be renewed, suspended or revoked and whether the licensee and operator shall be subject to the penalties imposed by this chapter.

#### 3. Minors.

- a. No licensee, operator or employee of a sexually oriented business shall allow or permit any minor to enter into or in any way loiter in or on any part of the licensed premises, purchase goods or services at the licensed premises, or work at the licensed premises as an employee.
- b. Every sexually oriented business shall display a sign outside each entrance of such business bearing the words "Sexually Oriented Business. Persons Under 18 Not Admitted" in legible letters between two and six inches tall.
- 4. Hours of Business. No sexually oriented business shall open to do business before ten a.m. No sexually oriented business shall remain open after one a.m. Monday through Friday, nor after two a.m. on Saturday and Sunday.

(Ord. dated 10/1/12)

#### 8.81.[061]060 Operating requirements—Live adult entertainment.

In addition to the requirements contained in Section 8.81.[060]0650, the following requirements shall apply to all sexually oriented businesses within the city containing live adult entertainment:

- No person shall perform live adult entertainment for patrons of a sexually oriented business except upon a stage at least eighteen (18) inches above floor level and separated from any and all such patrons by a minimum distance of four feet except in the event that the applicant has an approved liquor permit issued by the Department of Consumer Protection Liquor Control Division in which a sketch of the interior of the premises has been approved by said department as part of the application process.
- 2. Separate dressing room facilities for male and female entertainers shall be provided that shall not be occupied or used in any way by anyone other than such entertainers.

- No entertainer shall expose any specified anatomical areas to any patron of a sexually oriented business either before or after a performance including, but not limited to, when such entertainer is entering or exiting the stage.
- 4. No employee of any sexually oriented business shall engage in any live adult entertainment while acting as a waiter, host or bartender for such business.

(Ord. dated 10/1/12)

#### 8.81.[062]061 Promulgation of rules and regulations.

- A. The health <u>and social services</u> director shall promulgate and enforce reasonable rules and regulations to carry out the requirements of this chapter.
- B. The health <u>and social services</u> director shall upon promulgating any regulation or rule, file a copy of the regulation or rule with the city clerk.

(Ord. dated 10/1/12)

#### 8.81.[063]062 Inspections.

- A. The health <u>and social services</u> director or his or her designee shall, from time to time, but not less than twice a year, make an inspection of such adult entertainment establishments for purposes of determining that the provisions of this chapter are complied with.
- B. Such inspections shall be at a reasonable time, completed in a reasonable manner. No person shall hinder any health official in carrying out an inspection under this chapter.

(Ord. dated 10/1/12)

#### 8.81.[064]063 Penalties for violation of chapter.

- A. In addition to other available methods of enforcement, this chapter may also be enforced through the civil citation process. Any licensee, operator, employee or other person who violates any of the provisions of this chapter shall be subject to a fine of two hundred fifty dollars (\$250.00) for each such citation.
- B. Each citation under this chapter shall be considered a separate citation, and any violation continuing more than one hour of time shall be considered a separate violation for each hour of violation.
- C. In addition to any citations, fines or penalties imposed in this section, this chapter may be enforced by injunctive procedure in the superior court. [The city may further recover from any violator any and all costs and fees, including reasonable attorney's fees, expended by the city in enforcing the provisions of this chapter.]
- D. This chapter shall not preclude any additional enforcement action taken by any appropriate city, state or federal official conducted pursuant to any applicable ordinance, regulation or law of the city, state or the United States of America.
- E. All remedies and penalties provided for in this section shall be cumulative and independently available to the city, and the city shall be authorized to pursue any and all remedies set forth in this section to the fullest extent allowed by law. Nothing in this chapter shall be construed as to limit or waive any requirements of state or local laws and regulations concerning activities falling within their jurisdiction.

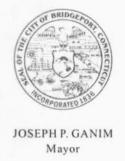
F. If any section or subsection of this chapter is found for any reason to be unenforceable by a court decision, then that section or subsection is deemed severed from this chapter and the remaining chapter remains enforceable.

(Ord. dated 10/1/12)

#### [8.81.065 Review of ordinance.

Within four years after adoption of this ordinance, the council may review the effectiveness of this ordinance.

(Ord. dated 10/1/12)]



### OFFICE OF THE MAYOR CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET BRIDGEPORT, CONNECTICUT 06604 TELEPHONE (203) 576-7201 FAX (203) 576-3913

#### Amendment to the Municipal Code of Ordinances 10.16 -Parking

WHEREAS, the City Council of the City of Bridgeport amended the Mayor's Proposed FY 23-24 Budget moving parking enforcement revenues and expenditures from the Police Department to the Department of Public Facilities;

WHEREAS, at the request of Chief Porter, the Bridgeport City Council seeks to transfer the duties and responsibilities of the "Parking Division" as defined by state statute to the Department of Public Facilities.

NOW, THEREFORE BE IT HEREBY ORDAINED by the City Council that, effective upon publication the following new language included in Exhibit A be made a part of Chapter 10.16 of the Municipal Code of Ordinances.

#### **EXHIBIT A**

#### 10.16.010 Definitions.

The following terms, wherever used or referred to in this chapter, shall have the following meanings unless otherwise defined in the Connecticut General Statutes:

"Highway" (sometimes herein referred to as a "street") means any state or other public highway, road, street, avenue, alley, driveway, parkway or place, under the control of the state or any political subdivision of the state, dedicated, appropriated or opened to public travel or other use. (See Connecticut General Statue Section 14-1(37), as amended)

"Immobilization device" means a device that prevents the vehicle from moving after a parking violation has been issued due to the existence of five accumulated and unpaid parking violations or parking violations and fines exceeding one hundred dollars (\$100.00) in amount, which device can be removed immediately by the operator or owner of the vehicle upon making payment by phone to the parking administrator in the manner set forth on the parking meter or on signage in the vicinity of the parking meter.

"Local authorities" includes a board of aldermen, common council, chief of police, warden and burgesses, board of selectmen or other officials having authority for the enactment or enforcement of traffic regulations within their specific towns, cities or boroughs. (See Connecticut General Statues Section 14-1(42), as amended)

"Merchant token" means a specialized promotional coin paid for and provided by local merchants to the patrons of their establishments that can be used to purchase time at a parking meter as an inducement or reward for using the merchant's establishment.

"Notice" of a parking violation means, notwithstanding the language of any other city ordinance to the contrary, a notification from the city or its agent, including the parking administrator, to the owner of the vehicle issued in the manner required for parking violations under this chapter.

"Operator" means any person operating a vehicle.

"Owner" means any person holding title to a motor vehicle, or having the legal right to register the same, including purchasers under conditional bills of sale. (See Connecticut General Statutes Section 14-1 (60), as amended)

"Parked vehicle" means a motor vehicle in a stationary position within the limits of a public highway.

"Parking" means the standing of a vehicle, whether occupied or not, on a highway, except it shall not include the temporary standing of a vehicle for the purpose of and while engaged in receiving or discharging passengers or loading or unloading merchandise or while in obedience to traffic regulations or traffic signs or signals. (See Connecticut general Statutes Section 14-297(4), as amended)

"Parking administrator" means the parking division or its consultant engaged to manage the parking system.

"Parking device" or "parking meter", as the context requires, means a single or multi-space meter, kiosk, pay station, pay-by-space, pay-by-plate, pay-by-card or other future payment system or methodology for the parking of vehicles.

"Parking division" means the [Police department] <u>Department of Public Facilities</u> (See Connecticut general Statutes Section 7-202, as amended), as the administrator of the parking system with the right to enforce parking regulations pursuant to Connecticut General Statutes Section 7-204a, as amended, and the right to receive amounts remitted to the city for parking violations and other fees collected by the clerk of the superior court pursuant to Connecticut General Statutes Section 51-56a, as amended.

"Parking facilities" shall mean present and future lots, garages, parking terminals or other structures and accommodations for the parking of motor vehicles off the street or highway and open to the general public with or without charge, and off-street and on-street parking meters owned by the city wherever located, without limitation, including additions to or replacements of existing and future parking facilities and parking meters, parking meters within mixed-use facilities, including, but not limited to, the city's current and future railroad stations and their related parking facilities, subject to appropriate agreements with the state of Connecticut, and all buildings and improvements and all means of ingress and egress used to access and travel within and around the railroad station facilities.

"Parking fee" means the monetary charge imposed for the use of a parking meter on such days and within such time periods when a parking fee is required established by the city council, except for users that are specifically exempted by statute or ordinance.

"Parking restriction" means the power of the traffic authority to prohibit, limit or restrict the parking of vehicles and to erect and maintain signs in each block designating the time or terms of such prohibition or restriction on any highway or thoroughfare coming under the jurisdiction of such city, town or borough. (See Connecticut general Statutes Section 14-307, as amended)

"Parking system" or "parking operation" means the city's oversight, management and coordination of a system of current and future parking facilities and the means and methods of financing the same, hardware and software systems, payment methods, permit arrangements in appropriate residential, retail, commercial, commuter and public event areas, cooperative arrangements with privately-owned parking facilities, collection and enforcement techniques, revenue-generating programs, way-finding techniques and equipment, and all other enhancements and improvements adopted by the parking division and implemented in the future in the best interest of the general public, local businesses, and visitors, taking into consideration that parking facilities may be phased initially and over time, with due consideration being given by the parking administrator for the transition of parking facilities from one to another in a manner that is fair and reasonable to the user during such transition period.

"Parking space" means either (a) any physically-defined or marked space within a parking zone that is served by a parking device, (b) any location that is served by a parking device, or (c) any right to park in a parking space created by a future payment method such as but not limited to pay-by-plate, pay-by-phone, pay-by-card, parking permit, parking meter bag or other prepaid payment method.

"Parking violation" means the city's or its agent's issuance, by a means required by the city, the city's parking administrator, or by its parking meter provider, as determined by the city; if the means is by mail, notice of the parking violation shall be issued by depositing the parking violation into a repository of the united states postal service addressed to the vehicle operator or owner that such vehicle has been parked in violation of a provision of this chapter, the amount of the fine for such violation, and the penalty for failing to pay such fine within the time required to do so, such notice being mailed to the owner of the vehicle at his/her/its last known address contained in the records of the State of Connecticut Department of Motor Vehicles.

"Parking zone" means a parking zone established by the traffic authority within the geographical boundaries of the city of Bridgeport as part of the parking system, as the same may be revised from time to time, which parking zones, the parking spaces and parking facilities within them, the means of access and egress to and from them in appropriate cases, the maintenance thereof, and the type and placement of signage within and about them, shall be managed by the parking division.

"Street" means a local highway in the city and controlled by the city that is established and exists for the use of vehicles, and including but not limited to use by pedestrians, cyclists and

other users, but does not include highways or bridges under the control of the state department of transportation.

"Traffic authority" means the board of police commissioners exercising authority over traffic, traffic control signs and traffic control signals except as to state highways and bridges (See Connecticut General statutes Section 14-297 et seq., as amended, for definitions and for the powers of a traffic authority) and pursuant to city charter and this chapter.

"Vehicle" means any device suitable for the conveyance, drawing or other transportation of persons or property, whether operated on wheels, runners, a cushion of air or by any other means, but does not include devices propelled or drawn by human power or devices used exclusively on tracks. (See Connecticut General Statutes Section 14-1, as amended, for other categories of vehicles)

(Ord. dated 7/5/16; Ord. dated 7/6/20)

#### 10.16.020 Designation of traffic authority.

The [b]Board of [p]Police [c]Commissioners is designated as the traffic authority for the [c]City of Bridgeport with all of the powers granted by Connecticut General Statutes Chapter 249, Title 14-297 et seq., as amended.

(Ord. dated 7/5/16; Ord. dated 7/6/20)

#### 10.16.030 Powers.

- A. The powers of the traffic authority are set forth in Title 14 of the Connecticut General Statutes and include but are not limited to the installation of traffic control signals, use of traffic signal preemption devices, the location and marking of crosswalks, and the like as more fully set forth in Connecticut General Statutes Section 14-297 et seq., as amended.
- B. The traffic authority shall have the power to prohibit, limit or restrict the parking of vehicles and to erect and maintain signs in each block designating the time or terms of such prohibition or restriction on any highway coming under the jurisdiction of the city and may remove from state highways, except limited access highways within the geographic limits of the city any vehicles parked in violation of any regulation of the state traffic commission and of any rule, regulation, order or ordinance of the city relative to or in connection with parking on such highway.
- C. The traffic authority shall prohibit parking of a vehicle where parking is prohibited or allow a vehicle to park for a longer period than that indicated as lawful by any sign erected and maintained in accordance with Connecticut general Statutes Chapter 249, as amended, except (1) a person operating an armored car vehicle or (2) a vehicle displaying a special license plate or a removable windshield placard identifying vehicles permitted to utilize parking spaces reserved for persons with disabilities which limit or impair their ability to walk or blind persons, may park in an area where parking is legally permissible, for an unlimited period of time without penalty, notwithstanding the period of time indicated as

lawful by any (a) parking meter, or (b) sign erected and maintained in accordance with Connecticut General Statutes Chapter 249, as amended. (See Connecticut General Statutes Section 14-307, as amended.)

(Ord. dated 7/5/16; Ord. dated 7/6/20)

#### 10.16.040 Designation of [p]Parking [d]Division.

The [Police Department] <u>Department of Public Facilities</u> is designated as the parking division for the [c]<u>C</u>ity of Bridgeport with all of the powers granted by Connecticut General Statutes Chapter 100, Title 7-202, et seq., as amended.

(Ord. dated 7/5/16; Ord. dated 7/6/20)

#### **Ortiz, Frances**

From: Paoletto, Anthony

Sent: Thursday, May 11, 2023 3:36 PM

To: Ortiz, Frances
Cc: Gaudett, Thomas

Subject: Amendment to the Municipal Code of Ordinances 10.16 – Parking
Attachments: Amendment to the Municipal Code of Ordinances 10.16 – Parking.pdf

#### Good Afternoon Frances,

Please see the attached document for the Amendment to the Municipal Code of Ordinances, 10.16 – Parking.

Thanks so much and have a good rest of your day!

All the best & stay safe, Anthony



#### **Anthony Paoletto** Special Projects Manager

Office of the Mayor Margaret E. Morton Government Center 999 Broad Street, Bridgeport, CT 06604

Office: (203) 576-7201 Cell: (475) 422-6506 Fax: (203) 576-3913

Anthony.Paoletto@bridgeportct.gov

SECTION I	CITY COUNCIL SUBMISSION INFORMATION			
Log ID/Item Number:	66-22			and the second section of the second
Submitted by:	Choose an item. O	ffice of the Mayor _	Thomas Gaudet	t,
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.	Choose an item.
District:	Choose an item.			
Subject:	Amendment to the Municipal Code of Ordinances 10.16 - Parking			
Referred to:	Ordinance Committee			
City Council Date:	May 15, 2023			
SECTION II	RESOLUTION (PL	ASE TYPE BELO	OW)	KELEVEN

## Amendment to the Municipal Code of Ordinances 10.16 –Parking

WHEREAS, the City Council of the City of Bridgeport amended the Mayor's Proposed FY 23-24 Budget moving parking enforcement revenues and expenditures from the Police Department to the Department of Public Facilities;

WHEREAS, at the request of Chief Porter, the Bridgeport City Council seeks to transfer the duties and responsibilities of the "Parking Division" as defined by state statute to the Department of Public Facilities.

NOW, THEREFORE BE IT HEREBY ORDAINED by the City Council that, effective upon publication, the following new language included in Exhibit A be made a part of Chapter 10.16 of the Municipal Code of Ordinances.

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Created: 2023-03-02 14:14:15 [EST]

appropriated or opened to public travel or other use. (See Connecticut General Statue Section 14-1(37), as amended)

"Immobilization device" means a device that prevents the vehicle from moving after a parking violation has been issued due to the existence of five accumulated and unpaid parking violations or parking violations and fines exceeding one hundred dollars (\$100.00) in amount, which device can be removed immediately by the operator or owner of the vehicle upon making payment by phone to the parking administrator in the manner set forth on the parking meter or on signage in the vicinity of the parking meter.

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(Ord. dated 7/5/16; Ord. dated 7/6/20)



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	CT Post Publication Date(s):		- Andrewson and the second of	
	Public Hearing Held on:			
SECTION V	AMENDMENTS/E	XHIBITS		REPRESENTED.
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SECTION VII	WITHDRAWN/SINE	DIE INFORI	MATION	
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Page 7



SECTION I	CITY COU	NCIL SUBMISSION	NINFORMATION	<b>经国际的基础</b>
Log ID/Item Number:	67-22			
Submitted by Councilmember(s):	Tyler Mack			
Co-Sponsors(s):	Aidee Nieves	Scott Burns Jorge Cruz, Sr.	Ernest E. Newton	Jeanette Herron
District:	131ST			
Subject:	Proposed Amend Commission ame	ments to the Municipal nd Sections 2.94.030 –	Code of Ordinances, Cha Membership and 2.94.40	apter 2.94 – Fair Rent 0- Members' term.
Referred to:	Ordinance Comm	ittee		2.94.060-
City Council Date:	May 15, 2023			2,94.060- Quorum + Procedure
		EASE TYPE BELL		Quinn + Proce

#### **Fair Rent Commission**

WHEREAS, the Bridgeport City Council has proposed the "Council Initiative to Revitalize Bridgeport" which will help modernize and redevelop our city for generations to come. The council initiative includes housing proposals for Bridgeport's taxpayers which is the purpose for this ordinance amendment; and

NOW, THEREFORE, BE IT ORDAINED By the City Council of the City of Bridgeport: Chapter 2.94 of the Municipal Code of Ordinances – Fair Rent Commission - is hereby amended as per the attached Exhibit A, with such amendment to be effective immediately upon publication.

CITY CLERKS OFFICE
23 MAY 10 AM II: 40
ATTEST



DEPARTMENT	Referral date sent	Response Rec	eived	Date reply received
Choose an item.		☐ Yes	□ No	
Choose an item.	□ Yes □ No			
Choose an item.		☐ Yes	□ No	
Choose an item.		☐ Yes	□ No	
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Choose an item.		☐ Yes	□ No	
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SECTION IV	PUBLIC HEARING I	NFORMATIC	N	
Public Hearing Required	<b>Details</b> Date			
☐ Yes ☐ No	Public Hearing Ordered on:			
	CT Post Publication Date(s):			
	Public Hearing Held on:			
SECTION V	AMENDMENTS/E	XHIBITS		
Choose an item.	□Yes □ No Date:			
SECTION VI	COMMITTEE ACTION/APP	ROVAL INFO	RMATION	١
Choose an item.	□Yes □ No Date:			
Choose an item.	□Yes □ No Date:			
Choose an item.	□Yes □ No		Date:	
SECTION VII	WITHDRAWN/SINE	DIE INFORM	MATION	
Choose an item.	□Yes □ No		Date:	
SECTION VIII	DATE OF APPROVA	AL/DENIAL F	ROM CITY	COUNCIL
	TA:			
City Council Approval Da	ic.			

#### 2.94.010 Purpose.

Pursuant to and in conformity with Sections 7-148b through 7-148f of the Connecticut General Statutes, there is created a commission known as the fair rent commission for the purpose of regulating and eliminating excessive rental charges on residential property within the city. This chapter is enacted in recognition of the compelling need for rent stabilization for the duration of a severe housing shortage in the city.

(Ord. dated 10-3-22, Exh. A; Prior code § 16-131)

#### 2.94.020 Definitions.

Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

"Commission" means the fair rent commission of the city.

"Housing accommodation" means any building or structure, wholly or in part, containing living quarters occupied or fairly intended for occupancy as a place of residence, and including any land or building appurtenant thereto, except the following:

- A hospital, convent, monastery, asylum, public institution operated exclusively for charitable or educational purposes;
- Any housing accommodations owned and operated by the United States, the state of Connecticut, the housing authority of the city, the city or by any agency or political subdivision of said governmental entities;
- Housing accommodations exempted by Section 7-148b of the Connecticut General Statutes, as amended:
- Any building or structure which contains three units or less at least one of which is occupied by the owner of said building or structure.

"Landlord" means any person who leases, subleases, rents or permits the occupancy of any housing accommodation, including a person who manages a housing accommodation owned by someone else.

"Rent or rental charges" means any consideration, monetary or otherwise, including any bonus, benefit or gratuity, demanded or received, for the use or occupancy of any housing accommodations.

"Tenant" means any person who leases or rents, whether by written or oral lease, any housing accommodation, as a residence for himself/herself and/or his or her immediate family.

"Liaison of the City Council" means a member of the City Council of the City of Bridgeport, serving as a reporter to and from the City Council of the City of Bridgeport.

(Ord. dated 10-3-22, Exh. A; Prior code § 16-132)

#### 2.94.030 Membership.

A. The fair rent commission shall consist of [three members, and two alternates] <u>seven members</u> all of whom shall be resident electors of the city. Of the [three] <u>seven</u> members, at least one shall be a landlord and one shall be a tenant. Among the alternates at least one shall be a landlord and one shall be a tenant and the remaining alternate shall be neither.

B. In addition, [not more than two of said members and one of said alternates shall be registered members of the same political party.] [T]the members [and alternates] shall be appointed by the mayor and/or the President of the City Council for the City of Bridgeport, subject to approval by the common council. The commission shall elect from its members a chairman and a vice-chairman. The common council may, by two-thirds vote, remove any member of the commission for cause.

(Ord. dated 10-3-22, Exh. A; Prior code § 16-133)

#### 2.94.040 Members' terms.

The initial members of the commission shall be appointed for terms which shall commence as of the date of their appointment and end on the date set forth below:

Term	Members	[Alternate]
Ending one year from enactment of ordinance codified in this chapter	[One] <u>Two</u>	[one]
Ending two years from enactment of ordinance codified in this chapter	[One] <u>Three</u>	[one]
Ending three years from enactment of	[one] <u>Two</u>	[One]
ordinance codified in this chapter		

Thereafter, each appointment shall be for a term of three years. In the event of the death, resignation or inability to serve on the part of any members of the commission or alternate, a successor shall be appointed to fill the unexpired term of the member or alternate as set forth in Section 2.94.030 of this chapter. [If a regular member of the commission is absent, the chairman of the commission shall designate one of the two alternates to act in their place. The chairman shall choose the alternates in rotation so that they shall act as nearly equal a number of times as possible. If any alternate is not available in accordance with such rotation, such facts shall be recorded in the minutes of the meeting.]

(Ord. dated 10-3-22, Exh. A; Prior code § 16-134)

#### 2.94.050 Staff.

The commission may employ a director to be appointed by the mayor/or the President of the City Council for the City of Bridgeport, with the approval of the common council to keep its records, to handle any correspondence, to supervise and direct the administration of this chapter, and generally to perform such other functions as may be assigned by the commission. Additional employees as the commission deems necessary to effect the provision of this chapter may be hired. Upon request, assistance from other municipal agencies shall be reasonably available to the commission.

(Ord. dated 10-3-22, Exh. A; Prior code § 16-135)

#### 2.94.060 Quorum and procedures.

A quorum for any hearings or meetings of the commission shall consist of [two] <u>four</u> members[, or their alternates], and shall be empowered to conduct said hearings and render orders and decisions pursuant thereto. The commission shall conduct regular meetings to transact whatever business is before said commission. The commission shall determine the time, date and place of said meetings and shall announce the same at least twenty-four hours in advance of said meetings.

(Ord. dated 10-3-22, Exh. A; Prior code § 16-136)

#### 2.94.070 Powers.

Pursuant to Sections 7-148b through 7-148-e, Connecticut General Statutes, the commission shall have the following powers:

- A. To make such studies and investigations into rentals charged for housing accommodations within the city as it deems appropriate to carry out its responsibilities under this chapter;
- B. To receive complaints, inquiries and other communications concerning alleged excessive rental charges in housing accommodations within the city;
- C. To conduct hearings on complaints or requests for investigations submitted to it by any tenant or any landlord. One week notice by registered or certified mail, postage prepaid shall be given to the parties involved in such complaint. If any notice is returned without having been delivered, the commission may arrange for service by a deputy sheriff, constable of the city or indifferent person in the same manner as is provided in the General Statutes of the state for services of process in a civil action;
- To request the assistance of any department of the city government, including any available records, information or expert witness which the department may have in its employ;
- E. To hire or retain any expert real estate appraisers or other competent experts to advise it;
- F. To administer oaths;
- G. To subpoena witnesses and compel their attendance at said hearings and to compel the production of any books or documents relating to any matter before the commission;
- H. To determine, after a hearing, whether the rent for any housing accommodation is so excessive as to be harsh and unconscionable;
- I. To order a reduction of any excessive rent which is deemed to be harsh and unconscionable (as determined according to standards described in Section 2.94.080) to an amount the commission considers fair and equitable. However, the commission shall not have the power to waive any rent which has become due prior to the filing date of the complaint. In its discretion the commission may make the order retroactive to the date of the tenant's complaint. Such order shall be in effect for a period of one year from its effective date, except if the commission shall, pursuant to a subsequent petition by the landlord or tenant at any time, order that the rent be changed;
- To dismiss a complaint;
- To continue, review, amend, terminate or suspend all its orders and decisions;
- L. 1. If the commission determines after a hearing that a housing accommodation fails to comply with the city's housing code laws or any state or city statute or regulation relating to health and safety, the commission may order the tenant to pay the fair and equitable rent, as determined by the commission, to the commission.
  - The commission shall hold such rent in an escrow account, as provided in this chapter, until the landlord makes such repairs as are required to bring the housing accommodation into compliance with such laws, statutes or regulations.
  - If the landlord shall have corrected such violations after the order reducing the rent, and if the
    rent had been reduced solely because of such violations, the landlord may petition the
    commission for the reinstatement of the original rent and for the payment to him/her of the rent
    held in the escrow account.

- 4. If the landlord shall have corrected such violations after the order for reducing the rent, but the rent had not been reduced solely because of such violations, the landlord may petition the commission for an order fixing a fair and equitable rent for such housing accommodation in light of its condition at the time of the landlord's petition, and for the payment to him of the rent held in the escrow account.
- 5. In any case arising under this subsection, upon reasonable determination of the commission, the original rent or such fair and equitable rent as determined by the commission, may be ordered into effect retroactive at the discretion of the commission, to the date of the petition for reinstatement. No such reinstate shall be effective until after a hearing is held by the commission in accordance with the provisions of subsection C of this section;
- M. To deposit into the escrow account rent paid to the commission by tenants when their landlord refuses to accept it or the landlord requests in writing that the commission hold the rent until the complaint or claim can be resolved either through mediation or hearing;
- N. To establish an escrow account with a local bank or financial institution into which it shall deposit all rents or other funds paid to it pursuant to subsections L, M and N of this section. If rent is deposited into the escrow account pursuant to subsection L, such funds shall be released to the landlord if: (1) he shall be successful in an appeal to the court or (2) if the commission shall order such release after petition in accordance with subsection L of this section. If rent is deposited into the escrow account pursuant to subsection M or N of this section, such funds shall be withdrawn from the escrow account and paid to the landlord upon written request from the landlord;
- O. Interest earned on said escrow account shall be awarded to the landlord;
- P. To require the city attorney to institute, and the city attorney shall then institute, an action in any court of equity for either a temporary or final injunction, restraining violation of or directing compliance with any order made pursuant to any provision of this chapter. Such direction to the city attorney shall be written by the chairman of the commission or by his designee upon the majority vote of the commission;
- Q. Attempt through its director, through the process of conciliation and negotiation between a tenant and a landlord, to arrive at a rental agreement which is mutually acceptable to said tenant and landlord before initiating the formal hearing process.

(Ord. dated 10-3-22, Exh. A; Prior code § 16-137)

#### 2.94.080 Standards.

In determining whether a rental charge is so excessive, with due regard to all circumstances, as to be harsh and unconscionable, a fair rent commission shall consider such all factors set forth in Section 7-148c of the Connecticut General Statutes, as amended.

(Ord. dated 10-3-22, Exh. A; Prior code § 16-138)

#### 2.94.090 Procedures.

- A. Pending a determination by the fair rent commission, the tenant shall pay to the landlord the last agreedupon rent prior to the bringing of a complaint to this commission.
- B. All proceedings shall continue regardless of the fact that a tenant may quit housing accommodation in question and notwithstanding any attempt, successful or otherwise, to evict said tenant. No sale, assignment

- or transfer of housing accommodation in question shall be cause for discontinuing any pending proceeding, nor shall it affect the rights, duties and obligations of the commission or the parties thereto.
- C. Any person aggrieved by any order of the commission may appeal to the superior court, such appeal to be taken within thirty days after the rendering of the order in question. Any such appeal shall be considered a privileged matter with respect to the order of trial.

(Ord. dated 10-3-22, Exh. A; Prior code § 16-139)

#### 2.94.100 Eligibility to file complaint.

- A. Any tenant, except those who live in a building or structure exempt under the definition of "housing accommodation" in Section 2.94.020 of this chapter, shall be eligible to file a complaint with the commission. It shall be a defense to any complaint before the commission that the tenant is in violation of Section 101-26 of the Bridgeport housing and commercial code entitled "Tenant's responsibilities" or is otherwise responsible for damages to the landlord's premises, other than ordinary wear and tear. If the commission finds, after a hearing, that the tenant is responsible for such damages, other than ordinary wear and tear, it shall not make a determination in regard to such complaint until such time as the tenant has paid into escrow with the commission an amount sufficient to pay for such damages, as determined by the commission.
- B. The commission shall not conduct a hearing on any complaint of a tenant who it finds is delinquent in their rent. In addition, the commission has the power to dismiss a complaint if it is determined that the tenant who is bringing the complaint is doing so for the purpose of harassing, annoying or embarrassing the landlord, or is using the procedures of the commission in an attempt to defeat a summary process action.

(Ord. dated 10-3-22, Exh. A; Prior code § 16-140)

#### 2.94.110 Violation—Penalties.

Any person who shall violate any order of rent reduction or rent suspension by demanding, accepting or receiving an amount in excess thereof while such order remains in effect, or any other provision of this chapter or any person who shall refuse to obey any subpoena, order or direction of the commission pursuant thereto shall be fined not less than twenty-five dollars nor more than one hundred dollars for each such offense. If such offense continues for more than five days, it shall constitute a new offense for each day it continues to exist thereafter. No action shall be taken on any such violation by the prosecuting authorities of the city except upon written complaint of the chairman of the commission or his designee.

(Ord. dated 10-3-22, Exh. A; Prior code § 16-141)



#### OFFICE OF THE CITY CLERK **COMMUNICATION FORM**

#### **IMMEDIATE CONSIDERATION**

Below to be used for processing of Immediate Consideration items only

Log ID/Item number:

64-22

**Contact Name** 

Submitting Department / Isolina DeJesus, Director

Central Grants Office

Subject:

Grant Submission: re The Justice Education Center - Park City

United/Midnight Basketball

Referred to Committee:

Immediate Consideration

City Council Date:

May 15, 2023

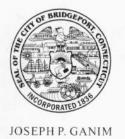
Attest:

Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganim, Mayor



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. #64-22 Ref'd For IMMEDIATE CONSIDERATION on 5/15/2023

May 10, 2023

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

Re: Resolution - The Justice Education Center- Park City United/Midnight Basketball

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for The Justice Education Center-Park City United/Midnight Basketball program. to be referred to the Committee on Public Safety and Transportation of the City Council. We respectfully request that this be added as an item to the City Council's meeting agenda on Monday, May 15, 2023, for <a href="IMMEDIATE CONSIDERATION">IMMEDIATE CONSIDERATION</a>. The Justice Education Center is making funds available to provide activities to youth in efforts to prevent gun/gang violence. These funds must be expended by June 30, 2023.

If you have any questions or require any additional information, please contact me at 203-576-7134 or isolina.dejesus@bridgeportct.gov.

Thank you,

Isolina DeJesus

Central Grants Office

ATTEST\_\_\_\_

CITY CLERKS OFFICE

23 MAY 10 PM 4: 02



PROJECT TITLE:

The Justice Education Center- Park City United Midnight Basketball

NEW x

RENEWAL

CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME:

Isolina DeJesus

PHONE NUMBER:

203-576-7134

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport Police Department is seeking funds to partner with Youth Services, Hall Neighborhood House and Wakeman's Boys and Girls Club to provide a youth-focused recreation program to at-risk youths. The proposed project seeks to provide evening and late-night fitness, basketball, and wrestling activities to young people across Bridgeport.

In addition to offering these new recreation options, the Park City United Project/Midnight Basketball program will also help youth develop their life skills, foster positive social interactions, and increase their awareness of health, wellness, and fitness. Participants will receive mentorship from Police Officers and representatives from local, community-based partners. Services are planned to run from 6pm to 12am on Friday and Saturday evenings, although these hours are subject to change.

**CONTRACT PERIOD:** 6/1/23 – 6/30/23

FUNDIN	NDING SOURCES (include matching funds):	
Federal:	\$ 0	
State:	\$ 0	
City:	\$ 0	
Other:	\$ 70,048.64	

Salaries/Benefits:	\$ 31,440.80
Contractual:	\$ 30,000.00
Other:	\$ 8,607.84

#### A Resolution by the Bridgeport City Council

#### Regarding the

#### The Justice Education Center Park City United/Midnight Basketball

WHEREAS, The Justice Education Center is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the State Office of Policy and Management; and

WHEREAS, funds under this grant will be used to cover overtime costs of police personnel, equipment, food, and host site costs to facilitate the Park City United/Midnight Basketball program; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to **The Justice Education Center** to provide activities to at-risk city youths.

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

- That it is cognizant of the City's grant application to and contract with The Justice Education Center for the purpose of the Park City United/Midnight Basketball program; and
- 2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with The Justice Education Center-Park City United/Midnight Basketball program, and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

#### Williams, Althea

From:

DeJesus, Isolina

Sent:

Wednesday, May 10, 2023 3:48 PM

To:

Ortiz, Frances; Boyer, Mike; Pettway, Lonnette; Agenda, Council; Williams, Althea; Katz,

Joseph; Maisonet, Lisa; Nieves, Aidee

Subject:

FW: Request for Approval- Resolutions for 5/15 Council Meeting

Here is Aidee's approval...see highlighted below. Park City United/Midnight Basketball.

Let me know if you have any questions.

Isolina DeJesus Central Grants 999 Broad Street Bridgeport, CT 06610 (203) 576-7134

From: DeJesus, Isolina

Sent: Wednesday, May 10, 2023 3:40 PM

To: Nieves, Aidee <Aidee.Nieves@Bridgeportct.gov>; Maisonet, Lisa <Lisa.Maisonet@Bridgeportct.gov>; 'Agenda,

Council' <Council.Agenda@Bridgeportct.gov>; Gaudett, Thomas <Thomas.Gaudett@Bridgeportct.gov>

Cc: Katz, Joseph < Joseph. Katz@Bridgeportct.gov>

Subject: RE: Request for Approval-Resolutions for 5/15 Council Meeting

PD came through about 20 minutes ago. I put a package together quickly and will be sending it over as an immediate consideration!

Isolina DeJesus Central Grants 999 Broad Street Bridgeport, CT 06610 (203) 576-7134

From: DeJesus, Isolina

Sent: Wednesday, May 10, 2023 2:43 PM

To: Nieves, Aidee < Aidee. Nieves@Bridgeportct.gov >; Maisonet, Lisa < Lisa. Maisonet@Bridgeportct.gov >; Agenda,

Council < Council. Agenda@Bridgeportct.gov >; Gaudett, Thomas < Thomas. Gaudett@Bridgeportct.gov >

Cc: Katz, Joseph < Joseph. Katz@Bridgeportct.gov >

Subject: RE: Request for Approval-Resolutions for 5/15 Council Meeting

Unfortunately, the PD has not provided the necessary information to include in the package. Don't even have amount determined or partners secured. I informed them that we had this 4:00 deadline and still had to prepare the documents and as of yet, nothing.

Isolina DeJesus Central Grants 999 Broad Street Bridgeport, CT 06610 (203) 576-7134 From: Nieves, Aidee < Aidee. Nieves@Bridgeportct.gov>

Sent: Wednesday, May 10, 2023 2:34 PM

To: DeJesus, Isolina < Isolina. DeJesus @Bridgeportct.gov >; Maisonet, Lisa < Lisa. Maisonet @Bridgeportct.gov >; Agenda,

Council < Council. Agenda @Bridgeportct.gov >; Gaudett, Thomas < Thomas. Gaudett @Bridgeportct.gov >

Cc: Katz, Joseph < Joseph. Katz@Bridgeportct.gov>

Subject: RE: Request for Approval- Resolutions for 5/15 Council Meeting

Add the item for immediate consideration.

Kind Regards, Aidee

"Never be afraid to raise your voice for honesty and truth and compassion against injustice and lying and greed. If people all over the world...would do this, it would change the earth."

#### - William Faulkner



Aidee Nieves Council President 137th District

City of Bridgeport City Hall 45 Lyon Terrace, Bridgeport, CT 06604

Cell: (203) 368-8569

Aidee.Nieves@bridgeportct.gov

From: DeJesus, Isolina < Isolina. DeJesus@Bridgeportct.gov>

Sent: Wednesday, May 10, 2023 12:22 PM

To: Maisonet, Lisa < Lisa. Maisonet@Bridgeportct.gov >; Agenda, Council < Council. Agenda@Bridgeportct.gov >; Gaudett,

Thomas <Thomas.Gaudett@Bridgeportct.gov>; Nieves, Aidee <Aidee.Nieves@Bridgeportct.gov>

Cc: Katz, Joseph < Joseph.Katz@Bridgeportct.gov >

Subject: RE: Request for Approval-Resolutions for 5/15 Council Meeting

I may be submitting a immediate consideration item (already approved by Aidee), but am waiting for the PD to provide more details.

The Justice Education Center has offered monies to the PD to fund gun/gang violence prevention activities in the month of June 2023. We are developing a proposal and budget for midnight basketball. I hope to have finalized those in the next couple of hours.

The City of Bridgeport Police Department proposes to partner with Hall Neighborhood House and Wakemans Boys and Girls Club to provide a youth-focused recreation program aimed at providing at-risk young people with an alternative to the trappings of street life. A common concern among Bridgeport families is a lack of neighborhood-based recreation options for young people. These youth may fall into cycles of street violence simply because they do not have a safer option to spend their weekend evenings. The proposed project seeks to amend this by providing evening and late-night fitness, basketball, and wrestling activities to young people across Bridgeport.

In addition to offering these new recreation options, the Park City United Project/Midnight Basketball program will also help youth develop their life skills, foster positive social interactions, and increase their awareness of health, wellness, and fitness. Participants will receive mentorship from Police Officers and representatives from local, community-based partners. Activities offered will include fitness, basketball, and wrestling. Services are planned to run from 6pm to 12am on Friday and Saturday evenings, although these hours are subject to change.

Aidee, through the process we have decreased the amount of officers at each site – 2 officers at each with 1 sergeant to move between both.

Let me know if you have any questions.

Isolina DeJesus Central Grants 999 Broad Street Bridgeport, CT 06610 (203) 576-7134

From: Maisonet, Lisa < Lisa. Maisonet@Bridgeportct.gov >

Sent: Wednesday, May 10, 2023 12:11 PM

To: Agenda, Council < Council. Agenda @ Bridgeportct.gov >; Gaudett, Thomas < Thomas. Gaudett @ Bridgeportct.gov >

Cc: DeJesus, Isolina < Isolina. DeJesus@Bridgeportct.gov >; Katz, Joseph < Joseph. Katz@Bridgeportct.gov >

Subject: Request for Approval-Resolutions for 5/15 Council Meeting

Good afternoon, Tom,

Please find the resolutions attached, summaries are below:

### National Park Service Land and Water Conservation Fund – Outdoor Recreation Legacy Partnership Grants Program (\$2,124,909.16)

The ORLP Program is a nationally competitive grant program wherein states (in partnership with municipalities and federally recognized Indian tribes) can submit proposals for land acquisitions or improvements that will provide or significantly improve recreational opportunities in economically disadvantaged communities. The City of Bridgeport is applying with the Trust for Public Land and the State of Connecticut DEEP to fund Phase I of development at the "Sliver by the River" site along the Pequannock River. Phase I will feature a kayak launch, floating dock, nature playground, multi-use open lawn, terraced lawn with seating, benches, and trees and native plantings. The creation of this new park will provide outdoor recreation amenities for residents of all ages and abilities to exercise and play, go fishing and kayaking, and enjoy close-to-home nature along their newly publicly accessible downtown waterfront.

#### CT DECD Office of Brownfield Remediation and Development - Municipal Grant Program (\$1,500,000)

The Brownfield Municipal Grant Program is a competitive program for municipalities and municipal entities, designed to assist with brownfield redevelopment projects in their communities that will make a significant economic impact. The

City of Bridgeport is applying to support the redevelopment of the vacant site of the former A.G.I. Rubber Company on Stratford Avenue. With funding from this grant, the City will be able to spearhead environmental cleanup at this site, as well as raise the site's elevation and create resilient waterfront infrastructure. This work will facilitate the development of future mixed-use, mixed-income, transit-oriented development.

#### CT Department of Education – 2023-24 Summer Enrichment Grant Program (\$100,000)

The City of Bridgeport Department of Youth Services is seeking funds to hire 30 additional summer Junior and Senior Counselors to support camp needs at 13 Lighthouse locations for the summers of 2023 and 2024. This program will provide additional employment opportunities for local Bridgeport youth while also supporting the education and social needs of younger Lighthouse summer camp participants.

Thank you,

Lisa Maisonet Administrative Assistant Central Grants Department 999 Broad Street Bridgeport, CT 06604 (203) 332-4247



#### OFFICE OF THE CITY CLERK **COMMUNICATION FORM**

#### **IMMEDIATE CONSIDERATION**

Below to be used for processing of Immediate Consideration items only

Log ID/Item number:

68-22

Submitting Department / Office of Policy & Management (OPM)

**Contact Name** 

Nestor Nkwo, Director

Subject:

Establishing of Mill Rates for Fiscal Year 2023-2024.

Referred to Committee:

Immediate Consideration

City Council Date:

May 15, 2023

Attest:

Lydia N. Martinez, City Clerk

May 15, 2023

Approved by:

Joseph P.



## OFFICE OF POLICY & MANAGEMENT

999 Broad Street Bridgeport, Connecticut 06604 Telephone 203-576-7963 Fax 203-332-5589

> NESTOR N. NKWO Budget Director

JOSEPH P. GANIM

Mayor COMM. 68-22 Ref'd AS AN IMMEDIATE CONSIDERATION on 05/15/2023.

May 10, 2023

The Honorable Lydia Martinez City Clerk 45 Lyon Terrace Bridgeport, CT 06604

Dear Ms. Martinez,

I hereby respectfully request the following be made part of the agenda for IMMEDIATE CONSIDERATION at the City Council meeting scheduled for Monday, May 15, 2023.

## ESTABLISHING MIL RATES FOR FY 2023-2024 (per the attached)

Please contact me with any questions.

Respectfully,

Nestor Nkwo, Budget Director

attachment

cc:

Mayor Joseph P. Ganim

Daniel Shamas Janene Hawkins Kenneth Flatto

Aidee Nieves

Scott Burns / Ernest E. Newton, II

**Thomas Gaudett** 

ATTEST CITY GLERK

CITY CLERKS OFFIC

THE CITY OF BRIDGEPORT FY2023-2024 MILL RATE BE AND HEREBY IS, SET AT 43.45 MILLS FOR REAL PROPERTY AND PERSONAL PROPERTY.

THE CITY OF BRIDGEPORT FY2023-2024 MILL RATE BE AND HEREBY IS, SET AT 32.46 MILLS FOR MOTOR VEHICLES.

#### **Ortiz, Frances**

From:

Nieves, Aidee

Sent:

Wednesday, May 10, 2023 11:11 AM

To:

Ortiz, Frances

Cc:

Lage, Maria; Martinez, Lydia; Ganim, Joseph; Shamas, Daniel; Hawkins, Janene; Nkwo, Nestor; Flatto, Kenneth; Gaudett, Thomas; Burns, Scott; Newton, Ernest; Pettway,

Lonnette; Williams, Althea; Boyer, Mike; Brickett, Kathleen; Anaeto, Mark; Edwards,

Orlando; Root, Tamara

Subject:

Re: FY 23-24 REQUEST TO SET MIL RATE

Yes add to the agenda

Sent from my iPhone

On May 10, 2023, at 10:59 AM, Ortiz, Frances <Frances.Ortiz@bridgeportct.gov> wrote:

Good Morning -

Just to confirmed did the Council President approve item for Immediate Consideration

Please let me know

Frances

From: Lage, Maria < Maria. Lage@Bridgeportct.gov>

Sent: Wednesday, May 10, 2023 10:49 AM

To: Martinez, Lydia < lydia.martinez@Bridgeportct.gov>; Ortiz, Frances

<Frances.Ortiz@Bridgeportct.gov>

Cc: Ganim, Joseph < Joseph. Ganim@Bridgeportct.gov>; Shamas, Daniel

<Daniel.Shamas@Bridgeportct.gov>; Hawkins, Janene <Janene.Hawkins@Bridgeportct.gov>; Nkwo, Nestor <Nestor.Nkwo@Bridgeportct.gov>; Flatto, Kenneth <Kenneth.Flatto@Bridgeportct.gov>; Nieves, Aidee <Aidee.Nieves@Bridgeportct.gov>; Gaudett, Thomas <Thomas.Gaudett@Bridgeportct.gov>; Burns, Scott <Scott.Burns@Bridgeportct.gov>; Newton, Ernest <Ernest.Newton@Bridgeportct.gov>; Pettway, Lonnette <Lonnette.Pettway@Bridgeportct.gov>; Williams, Althea <Althea.Williams@Bridgeportct.gov>; Boyer, Mike <Mike.Boyer@Bridgeportct.gov>; Brickett, Kathleen <Kathleen.Brickett@Bridgeportct.gov>; Anaeto, Mark <Mark.Anaeto@Bridgeportct.gov>; Edwards, Orlando <Orlando.Edwards@Bridgeportct.gov>; Root, Tamara <Tamara.Root@Bridgeportct.gov>

Subject: FY 23-24 REQUEST TO SET MIL RATE

Good morning,

Attached is the official request for the above referenced item to be placed on the agenda for IMMEDIATE CONSIDERATION at the City Council meeting scheduled for Monday, May 15, 2023.

The original and 22 copies will be hand delivered to the City Clerk's Office shortly.

Thank you,

Maria da Luz Lage
Office of Policy & Management
Margaret Morton Government Center
999 Broad Street
Bridgeport, CT 06604
203-576-7963
Maria.lage@bridgeportct.gov

# 3tem # \*51-22 Consent Calendar

Professional Services Agreement with Clifton Larson Allen, LLC (CLA) for Auditing Services.



Report

Committee on Contracts

City Council Meeting Date: May 15, 2023

hydia n. marting

Attest:

Lydia N. Martinez, City Clerk

Joseph P. Ganim, Mayor

Approved by:

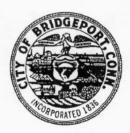
Date Signed:

Please note: Mayor did not sign Report.

CILA CLERK

23 MAY 18 PM 12: 17

CILA CEEBKS OFFICE RECEIVED



## City of Bridgeport, Connecticut Office of the City Clerk

To the Pity Pouncil of the Pity of Bridgeport.

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

Item No. \*51-22 Consent Calendar

BE IT RESOLVED, by the City Council of the City of Bridgeport that the attached Professional Services Agreement between the City of Bridgeport and Clifton Laron Allen LLP (CLA) for the performance of all annual auditing services and finance statements preparation for the fiscal years FY 2023 through 2025, as required by Connecticut General Statutes Sections 7-391 through Sections 7-396, be and is in all respects approved, ratified and confirmed; and

BE IT FURTHER RESOLVED, that the Mayor or his designee, the Director of Finance, are hereby authorized to enter into the Professional Services Agreement in substantially the form attached hereto and, upon consultation with City Attorney's Office, are further authorized to take all other actions and do all other things necessary including executing such other contracts, amendments and documents as may be necessary in furtherance of the purpose of, and consistent with, this resolution and in the best interests of the City of Bridgeport and its citizens: and

BE IT FURTHER RESOLVED, that Appendix B of the attached Agreement reflect the revised agreed upon lower fee prices of \$1,000 per year less than proposed fees.

> RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS

Matthew McCarthy, D-130th, Co-chair

rge Cruz, Sr.,\D-131st

Rosalina Roman-Christy, D-135th

Maria H. Pereira, D-138th

Frederick Hodges, D-136th

Ernest E. Newton H, D-139th

City Council Date: May 15, 2023

#### PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the \_\_\_\_ day of \_\_\_\_\_\_, 200\_ (the "Agreement") is hereby entered into between Clifton Larson Allen LLC (CLA), with offices at 29 South Main Street, West Hartford, CT 06107 (the "Consultant") and the City of Bridgeport, with offices at 999 Broad St, Bridgeport, Connecticut 06604 (the "City") on the following terms and conditions:

WHEREAS the City requires the services of the Consultant for the purpose of conducting an examination of the City's comprehensive annual financial statements and to render an opinion thereon.

WHEREAS the City has advertised a Request For Proposals #FXN080233 on March 8, 2023 and the Consultant submitted its Proposal dated March 29, 2023, both the Request For Proposals and the Consultant's Proposal being incorporated by reference as if fully set forth herein, and the Consultant's Proposal and this Agreement have been accepted by the City and approved by its City Council; 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:

- 1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Consultant to perform auditing services (the "Services"). Such Services will focus primarily on auditing financial operations, records, and annual financial results of the City, the City Board of Education and the CITY WPCA and producing Annual Financial Statements and Single Audit reports. The Consultant's activities shall consist of all those required and specified in the attached RFQ/P bid Response submitted by CLA on March 29, 2023 to the City pursuant to the terms of RFQ/P # FXN080233 (Attachment A)
- 2. <u>Term of Engagement</u>. This Agreement shall commence within five (5) business days of the date last below written or the date provided in a notice to proceed to the Consultant and shall continue in full force and effect for three years, until the Services are completed according to this Agreement, with the right for two renewal years, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City.
- 3. Record of Activities. The Consultant shall maintain contemporaneous daily time records of hours and tasks performed in sufficient detail requested by the City,

which records shall be submitted to the City bi-weekly during the Term, or unless otherwise directed by the City. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

#### 4. Payment.

- (a) Source of Funds. The Consultant's activities under this Agreement will be funded from the City operating budget. The parties understand that the Consultant will provide its Services during each audit year, and bill such fees in installments as work is completed up to the maximum not-to-exceed annual audit engagement fee amount agreed upon and specified pursuant to the annual amounts specified in Attachment A. Additional services that may be requested by the City shall be provided on the financial terms and hourly rates as set forth in this Agreement.
- (b) <u>Payment</u>. The Consultant will submit its invoices with documentation for activities conducted for the City on an installment basis for the audit Services rendered monthly, which invoices the City shall pay within 30-45 days of receipt of a complete invoice. The City is not obligated to pay disputed amounts within such timeframe and both parties shall cooperate to resolve any such disputes promptly.
- 5. Acceptability of Information, Reports and Opinions Supplied by the Consultant. Any and all information, reports, and opinions, whether supplied orally or in writing by the Consultant, shall be based upon consistent and reliable data-gathering methods, shall be rendered in a professional manner, and may be relied upon by the City.
- 6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title, and interest in such the Consultant's furnished reports under this Agreement to the extent such work reports are uniquely related to the Services to be rendered. 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, auditor records, and know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

#### 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 ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information 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 or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.
- (b) <u>Covenant Not to Disclose</u>. 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. <u>Non-Circumvention</u>. [Intentionally Omitted]

9. <u>Injunctive Relief</u>. 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 and has in its employ or will hire qualified and trained personnel to perform the Services required.
- (b) The Consultant represents that it can commence the Services promptly within five (5) days of the receipt of a notice to proceed and will complete the Services in a timely manner on a schedule to be 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 will not subcontract any of the work to third parties without prior written notice to the City and receipt of the City's prior written consent.
- (f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees 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 reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal

sanction, 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 and will 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.

#### Remedies & Liabilities.

- (a) <u>Remedies</u>. 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 to a purchaser of goods under the Uniform Commercial Code.
- (b) <u>Liabilities</u>. 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 SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), 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. <u>Notices</u>. Notices sent to either party shall be effective on the date delivered in person by hand or by overnight mail service or 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:

Director of Finance / CFO City of Bridgeport 999 Broad St 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.

#### 13. <u>Termination For Default; Termination For Convenience</u>.

- (a) 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 if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other 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 reasonably acceptable to the aggrieved party to completion. 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 the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").
- (b) The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination.

#### 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 law having jurisdiction over the parties located in Fairfield County, Connecticut.

- Independent Consultant Status. The Consultant and its approved 15. 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 WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.
- 16. <u>Security, No Conflicts</u>. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States 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 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 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 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 will require other coverage from every contractor and subcontractor in any tier according to the work being performed and shall ensure that the City is named as additional insured with notice of cancellation

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 acceptable to the City.

Errors and Omissions Insurance (claims made form) will be provided by all Consultants and other professionals involved in the work of this agreement with minimum limits of \$1,000,000, or as otherwise required by 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.

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 not less than 30 days' written notice of cancellation, non-renewal, or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 999 Broad St, Bridgeport, Connecticut 06604.

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

Additional insured—The Consultant and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees, and agents on all policies of primary and excess insurance coverages as additional insured parties 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 of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial ratings acceptable to the City. Such certificates shall designate the City in the following form and manner:

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

Attention: Purchasing Agent

999 Broad St

Bridgeport, Connecticut 06604"

- 18. Non-discrimination. The Consultant agrees not to discriminate, nor 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, 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 continued 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. <u>Communications</u>. All communications shall be made orally or in writing to 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.

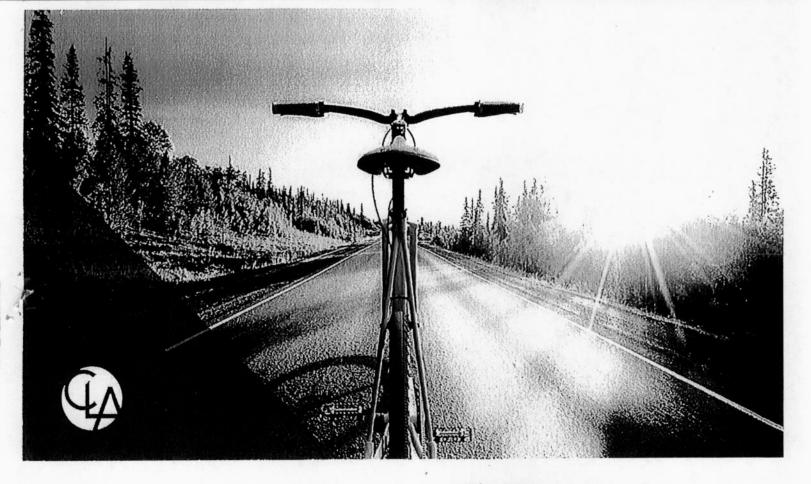
(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or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

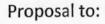
- (b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.
- (c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned, or subcontracted by the Consultant without the City's prior written consent 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, 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 tribunal 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 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.

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







# **City of Bridgeport**

Proposal's subject

Firm's name

Name, address, and telephone number of contact person

Date of the proposal

RFP number

**Auditing Services** 

CLA (CliftonLarsonAllen LLP)

Santo Carta, CPA, Principal 29 South Main Street, 4<sup>th</sup> Floor West Hartford, CT 06107

santo.carta@CLAconnect.com

860-570-6381

March 29, 2023

FNX080233

#### CLAconnect.com

CPAs | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See CLASIODAL COMPOSITION Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.



# Fee Proposal

### 1. Total all-inclusive maximum price

The fixed fees per annum contains all pricing information relative to performing the audit engagement as described in the City's request for proposals. The total all-inclusive maximum price to proposed contains all direct and indirect costs including all out-of-pocket expenses per annum.

CLA understands that the City will not be responsible for expenses incurred in preparing and submitting the technical proposal of the fixed fees. Such costs have not been included in the proposal.



### 2. Fixed fees by category

#### APPENDIX B

#### FIXED FEES

Firm's Name:	Location of office staffing the audit:
CLA (CliftonLarsonAllen LLP)	West Hartford, CT
Number of municipal professional audit	Number of municipal audit staff to be assigned
Staff at this location: 25	to City: <u>6-7</u>

#### FIXED FEES

		Initial Term 3 Years		rs	Option Years	
	Proposed # of Hours	Year 1	Year 2	Year 3	Year 4	Year 5
Audit and report on City's entire general purpose financials (I) (II)	1,000	\$200,000	\$207,000	\$213,000	\$219,000	\$226,000
ED001 (including special Education grants)	200	\$30,000	\$31,000	\$32,000	\$33,000	\$35,000
Federal & State Single Audit Act statements and reports	400	\$60,000	\$62,000	\$64,000	\$66,000	\$68,000
Total all	1,600	\$290,000	\$300,000	\$309,000	\$318,000	\$329,000

- (I) Audit and report include the Board of Education financials, Nutrition Fund and School Activity and City Library funds.
- (II) Includes management letter and report on the combined and individual fund financial statements, and assistance with Certificate of Achievement for Excellence in Financial Reporting with GFOA,....Respondents may view the City 2022 CAFR on the City's website.

#### FIXED FEES

		Initial To	erm 3 Year	5	Option Y	ears
Audit Water Pollution Control Authority	120	\$20,000	\$21,000	\$22,000	\$23,000	\$24,000



Total hours included in Total Proposed Hours per annum through term:

Partner	200
Manager	250
Staff	1,150

Rate for hours for special engagements outside the specified scope, \$ per hour per annum for three years:

Partner	S 480
Manager	S 350
Staff	S 185

Submitted by:S	anto Carta	Date:	03/29/23	
Signature: Lan	to Carta	Title:	Principal	
Telephone: 860-	570-6381	Fax: _	860-521-9241	

### 3. Rates for additional professional services

For any additional work, it is our practice to bill for actual hours incurred at an hourly rate applicable to the professional completing the project at hand. If additional work is requested by Bridgeport outside of the scope of the audit, we will discuss with you our proposed fee for additional services before we begin the project. Any such additional work agreed to between Burlington and CLA shall be performed at the below rates:

Ho	urly Rate
Staff Level	Hourly Rate
Principal	\$480
Manager	\$350
Senior/Associate	\$185

## 4. Manner of payment

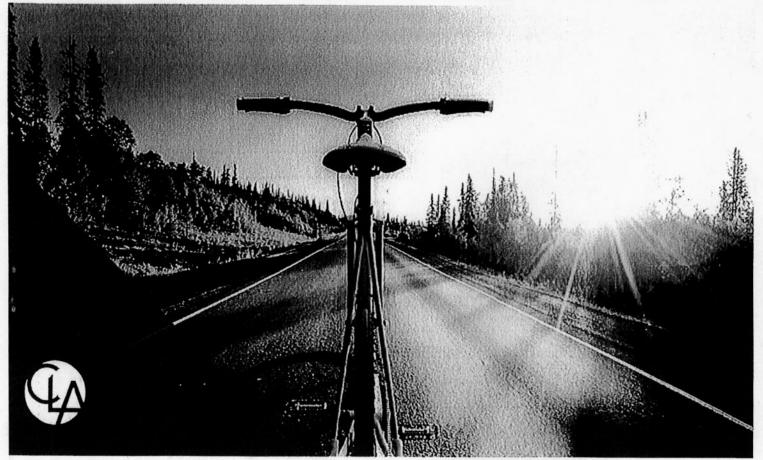
The charges for our work are to be based upon the time involved, degree of responsibility assumed, and skills required, plus expenses including internal and administrative charges. Bills for services are due when submitted. Interim bills may be submitted at periodic dates to cover charges and expenses incurred but will not be submitted more often than monthly.

CLA does accept credit cards for payment.

Our last word on fees — we are committed to serving you. Therefore, if fees are a deciding factor in your selection of an accounting firm, we would appreciate the opportunity to discuss our scope of services.

At CLA, it's more than just getting the job done.





# i. Title Page

Proposal to:



# **City of Bridgeport**

· Proposal's subject

**Auditing Services** 

Firm's name

CLA (CliftonLarsonAllen LLP)

Name, address, and telephone

number of contact person

Santo Carta, CPA, Principal 29 South Main Street, 4<sup>th</sup> Floor West Hartford, CT 06107

ie

santo.carta@CLAconnect.com

860-570-6381

Date of the proposal

March 29, 2023

RFP number

FNX080233

#### CLAconnect.com,

#### CPAs | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See <u>CLAglobal.com/disclairner</u>.

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.



# ii. Table of Contents

i. Title Page	i
ii. Table of Contents	II
iii. Transmittal Letter	III
iv. Detailed Proposal	
1. General requirements	1
2. Independence	1
3. License to practice in Connecticut	1
4. Firm qualifications and experience	2
5. Partner, supervisory and staff qualifications and experience	8
6. Similar engagements with other government entities	10
7. Audit approach	11
8. Identification of anticipated potential audit problems	20
v. Guarantees and Warranties	21
No Conflicts/Disclosure Form	22
Appendix	27
A. Engagement team biographies	27
B. Quality control procedures and peer review report	33
C. Reports	36







## iii. Transmittal Letter

March 29, 2023

Lisa Farlow Department of Public Purchases City of Bridgeport 999 Broad Street 2<sup>nd</sup> floor Bridgeport, CT 06604

#### Dear Lisa:

Thank you for inviting us to propose our services to you. We gladly welcome the opportunity to share our approach to continue helping City of Bridgeport (Bridgeport) meet its need for professional services. The enclosed proposal responds to your request for audit services for the fiscal year ending June 30, 2023, through June 30, 2025, with the possibility, exercisable by the City, of auditing its financial statements for each of the two subsequent fiscal years

We are confident that our extensive experience serving similar governmental entities, bolstered by our client-oriented philosophy and depth of resources, will make CLA a top qualified candidate to fulfill the scope of your engagement. The following differentiators are offered for Bridgeport's consideration:

- Industry-specialized insight and resources As one of the nation's leading professional services firms, and one of the largest firms who specialize in regulated industries, CLA has the experience and resources to assist Bridgeport with their audit needs. In addition to your experienced local engagement team, Bridgeport will have access to one of the country's largest and most knowledgeable pools of regulated industry resources.
- OMB Uniform Guidance (UG) experience CLA performs single audits for hundreds of organizations annually, ranking top in the nation for the number of single audits performed by any CPA firm. The single audit requires a specific set of skills to properly perform the procedures. As such, we have developed a group of professionals who specialize in providing single audit services.
- Strong methodology and responsive timeline In forming our overall audit approach, we have carefully reviewed the RFP and other information made available and considered our experience performing similar work for other municipalities. Our local government clients are included amongst the more than 4,200 governmental organizations we serve nationally. Our staff understands your complexities not just from a compliance standpoint, but also from an operational point of view. We have developed a work plan that takes into consideration your unique needs as a governmental entity in Connecticut. The work plan also helps to minimize the disruption of your staff and operations and provides a blueprint for timely delivery of your required reports.
- Communication and proactive leadership Bridgeport will benefit from a high level of hands-on service from our team's senior professionals. We can provide this level of service because, unlike other national firms, our principal-to-staff ratio is similar to smaller firms – allowing our senior level professionals to be

involved and immediately available throughout the entire engagement process. Our approach helps members of the engagement team stay abreast of key issues at Bridgeport and take an active role in addressing them.

A focus on providing consistent, dependable service – We differ from other national firms in that our corporate practice focuses on the needs of non-SEC clients, thus allowing us to avoid the workload compression typically experienced by firms that must meet public companies' SEC filing deadlines. CLA is organized into industry teams, affording our clients with specialized industry-specific knowledge supplemented by valuable local service and insight. Therefore, Bridgeport will enjoy the service of members of our state and local government services team who understand the issues and environment critical to governmental entities.

#### Verification statements

I, Santo Carta, your engagement principal-in-charge, will serve as Bridgeport's primary contact person for this engagement. Furthermore, as a principal of CLA, I am authorized to sign, bind, and commit the firm to the obligations contained in this proposal and Bridgeport's RFP. We have read the RFP and understand the services to be provided, and commit to perform the work within the timeframe provided. Our proposal is a firm and irrevocable offer for the period covered.

We are confident that our technical approach, insight, and resources will result in unsurpassed client service for Bridgeport. For ease of evaluation, the structure of our proposal follows your RFP section titled, *Proposal Requirements*.

We are eager to continue our work with you and welcome the chance to present our proposal to the audit selection committee or entire management team. If you have any questions about our offerings, please do not hesitate to contact me via the information below.

Sincerely,

CliftonLarsonAllen LLP

Santo Carta, CPA Principal

860-570-6381

santo.carta@CLAconnect.com



# iv. Detailed Proposal

#### 1. General requirements

CLA understands the purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firm to undertake an independent audit of the City of Bridgeport in conformity with the requirements of the City's request for proposals (RFP). As such, we understand that the substance of the proposal will carry more weight than the form or manner of presentation. Our technical proposal demonstrates the qualifications of CLA and of the staff to be assigned to this engagement. Our proposal also specifies an audit approach that will meet the RFP requirements.

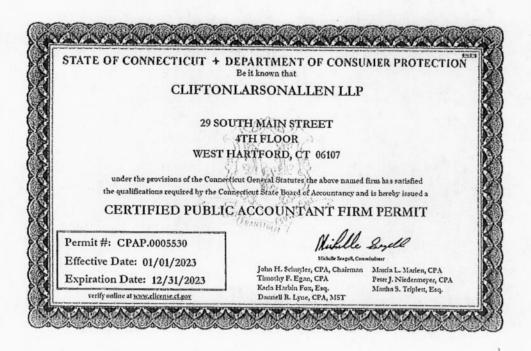
CLA's technical proposal addresses all the points outlined in the request for proposals (excluding any cost information that has only been included in Appendix C). The proposal is prepared simply and economically, providing a straightforward, concise description of CLA's capabilities to satisfy the requirements of the RFP. CLA understands that while additional items may be presented, the following subjects, items Nos. 2 through 9, must be and have been included. They represent the criteria against which the proposal will be evaluated.

### 2. Independence

CLA has been Bridgeport's auditors the last two years. As such, we are required to maintain our independence (both in substance and appearance). We are not presently aware of any current or potential relationships or conflicts of interest with Bridgeport or its affiliates, component units, subsidiaries that may threaten our independence.

### 3. License to practice in Connecticut

CLA is a limited liability partnership and is duly licensed to practice public accountancy in the state of Connecticut. A copy of our state license is provided below:



### 4. Firm qualifications and experience

#### Size of the firm

CLA exists to create opportunities for our clients, our people, and our communities through industry-focused wealth advisory, digital, audit, tax, consulting, and outsourcing services. Our broad professional services allow us to serve clients more completely — from startup to succession and beyond.

Our professionals are immersed in the industries they serve and have specialized knowledge of their operating and regulatory environments. With more than 8,500 people in nearly 130 U.S. locations and a global vision, we promise to know you and help you.



#### It takes balance

With CLA by your side, you can find everything you need in one firm. Professionally or personally, big or small, we can help you discover opportunities and bring balance to get you where you want to go.

For two consecutive years, CLA has been certified as a Great Place to Work®, based on employee feedback and workplace experience.



#### Size of firm's governmental audit staff

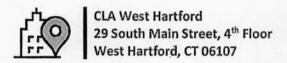
CLA has one of the largest governmental audit and consulting practices in the country and brings extensive experience providing a variety of such services to state and local government entities. Our state and local government team serves more than 4,100 governmental engagements nationwide, including numerous cities, counties, municipalities, states and state agencies, and school boards. In addition, we perform single audits for hundreds of organizations annually, ranking top in the nation for the number of single audits performed by any CPA firm.



Regionally, over 150 professionals comprise our state and local government team. These individuals serve governmental entities in Connecticut, as well as clients across the country. Additionally, we have access to firmwide professionals and resources as needed to fulfill the requirements of the contract.

#### Office location assigned to manage the engagement

Bridgeport will be served by our industry-specialized government engagement team located in our West Hartford, Connecticut office.



#### Number and nature of professional staff to be employed on this engagement

The table below provides a breakdown by staff level and denotes full-time status of the engagement team that will serve Bridgeport. There will be no part-time staff on the team. This team has extensive experience working with clients similar to Bridgeport.

Level of Staff	Full-Time Staff
Principal/Signing Director	
Director/Manager	1
Senior	1
Associate	3-4

#### Federal or state desk or field reviews

CLA has been subject to several federal and state desk reviews by state oversight agencies during the past three years, and we have resolved all findings. In addition, our government audits are subject to review by each agency's Office of Inspector General, as well as the U.S. Government Accountability Office, and we have also resolved all findings identified in those reviews.

#### Professional ethics and regulatory issues or complaints against team members

From time to time, individuals in the firm are parties to an inquiry from a regulatory or ethics body. In all cases the individual, with the firm's backing, shall cooperate in providing the information required to respond appropriately to the inquiry.

The firm and professionals within the firm presently do not have any regulatory or ethics inquiries outside the normal course of our practice.

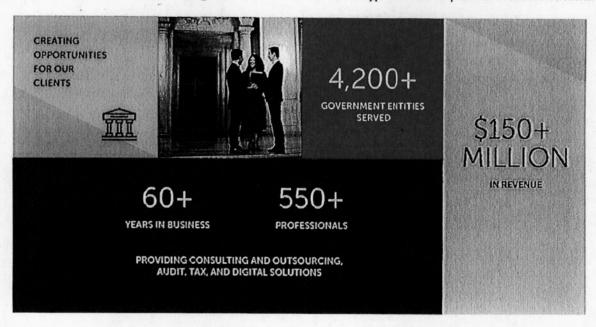


#### Governmental experience

CLA offers the credibility, reputation, and resources of a leading professional services firm — without sacrificing the small-firm touch. We bring unsurpassed levels of technical excellence, commitment, and dedication to our clients, which have made us one of the most successful professional service firms serving governmental entities. Our strong reputation for serving state and local government units provides Bridgeport the confidence in their decision to select CLA as their professional service provider.

CLA has one of the largest governmental audit and consulting practices in the country, serving more than 4,200 governmental clients nationwide. Regulated industry clients represent approximately one-quarter of all firmwide revenue, and each of the governmental services team members are well versed in the issues critical to complex governmental entities.

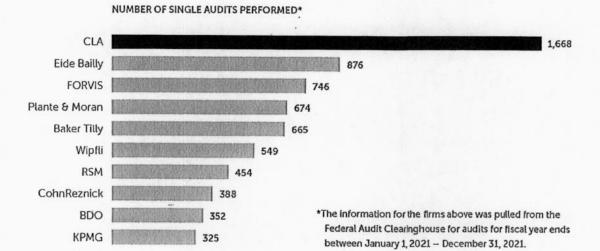
Our professionals have deep, technical experience in serving governmental entities. As a professional service firm experienced in serving state and local units of government, we are very aware of the financial and legal compliance requirements that government officials are faced with daily. This creates complexities and service issues within a unique operational and regulatory environment. Because of our experience, we have become adept at providing our clients with insights in this environment not typical of other professional service firms.



We differ from other national firms in that our corporate practice focuses on the needs of non-SEC clients, allowing us to avoid the workload compression typically experienced by firms that must meet public companies' SEC filing deadlines. CLA is organized into industry teams, affording our clients specialized industry-specific knowledge supplemented by valuable local service and insight. Therefore, Bridgeport will benefit from working with members of our state and local government services team who understand the issues and environment critical to governmental entities.

#### Single audit experience

The chart below illustrates CLA's experience in serving organizations that receive federal funds and demonstrates our firm's dedication to serving the government and nonprofit industry. CLA performs the largest number of single audits in the United States. We audited nearly \$278 billion dollars in federal funds in 2021.



It is more important than ever to find qualified auditors who have significant experience with federal grants specific to Bridgeport and can enhance the quality of Bridgeport's single audit. Therefore, the single audit will be performed by a team of individuals who are managed by personnel who specialize in single audits in accordance with OMB's *Uniform Guidance* and who can offer both knowledge and quality for Bridgeport. As part of our quality control process, the single audit will be reviewed by a firm Designated Single Audit Reviewer.

You'll need an audit firm experienced in performing single audits and a familiarity with the specific programs in which you are involved and will benefit from CLA's experience in this area.

### Single Audit Resource Center (SARC) Award

CLA received the <u>Single Audit Resource Center (SARC) Award</u> for Excellence in Knowledge, Value, and Overall Client Satisfaction. SARC's award recognizes audit firms that provide an outstanding service to their clients based on feedback received from an independent survey.

The survey queried more than 9,500 nonprofit and government entities about the knowledge of their auditors, the value of their service, and overall satisfaction with their 2020 fiscal year-end audit. The SARC award demonstrates CLA's dedication to serving the government and nonprofit industry and maintaining the most stringent regulatory requirements in those sectors.

#### Thought leadership and industry information

CLA goes beyond the numbers and offers value-added strategies. Rest assured, you will hear from us throughout the year. We send periodic email publications and host webcasts to keep clients and friends of the firm informed of relevant industry updates. Below are just a few of the resources we offer. You can register for our webcasts and find our extensive resource library on our website, <u>CLAconnect.com</u>.

# Educational events and workshops

We share our industry knowledge and experience at national, regional, and local events. We also host our own events on topics such as improving profitability, reducing risk, building value, and succession.

#### Market and economic outlook

A quarterly publication that analyzes global economic conditions and market activity and what they mean to individual investors.

## Thought Leadership

#### In-person events

Local professionals collaborate on seminars addressing the economy, capital markets, and tax changes.

#### Perspectives

Our periodic e-newsletter provides news, tips, strategies, insights, and updates on regulatory and industry issues. We also write on topics like personal finances, estate planning, and investment planning for private clients.

#### Industry articles

CLA professionals publish widely. Visit CLAconnect.com.

#### **Industry** webcasts

Seminars on industry trends, accounting, tax, risk, and other industry-specific issues. Webcasts are free to clients and offer attendees CPE credit.



#### Additional services

In addition to the services outlined in the *Scope of Work* for this proposal, CLA collectively offers a wide breadth of highly customized services and capabilities to meet our clients' wants and needs, including a sampling of the following:

- Forensic audits
- Internal audit, risk assessments, and evaluations
- Implementation assistance for complex accounting standards
- ACA Reporting
- Operational and financial systems consulting
- Operations and performance improvement
- Self-insured medical and PBM claim audits
- IT security and network vulnerability assessments

- Fraud risk assessment and investigations
- · Strategic, financial, and operational consulting
- Outsourced accounting and public administration
- Strategic, business, and capital planning
- Organizational and financial health assessment
- Training and educational seminars
- Telecom cost savings assessments

We pride ourselves on taking the initiative to meet each and every need of our clients, and therefore are always prepared to take on additional projects. However, independence is our first concern when providing additional services. Independence can easily become impaired when providing consulting services; therefore, we do not provide any services to our audit clients beyond those allowed.

If additional work is requested by Bridgeport outside of the scope of the audit, we will discuss with you our proposed fee for additional services prior to beginning the new services.



# 5. Partner, supervisory and staff qualifications and experience

An experienced engagement team has been aligned to provide the most value to your organization. The team members have performed numerous engagements of this nature and can commit the resources necessary to provide top quality service throughout the engagement. Following are our proposed team members:



The most important resource any business has is people — the right people.

Engagement Team Member	Role	Years' Experience
Santo Carta, CPA	Engagement principal — Santo will have overall engagement responsibility including planning the engagement, developing the audit approach, supervising staff, and maintaining client contact throughout the engagement and throughout the year. Santo is responsible for total client satisfaction through the deployment of all required resources and continuous communication with management and the engagement team.	20+
Heather Plitt, CPA, MBA	Quality assurance — Heather will complete the quality review of all work performed and of all audit reports prior to issuance. The focus of this review is to confirm adherence to industry and firm quality control guidelines and to make sure the work performed supports the audit opinions issued.	10+
Engagement manager – Chad will act as the lead manager on the engagement. In this role, Chad will assist the engagement principal with planning the engagement and performing complex audit areas. He will perform a technical review of all work performed and is responsible for the review of the annual comprehensive financial report and all related reports.		10+
Elizabeth Forsythe, MSA	Senior – Elizabeth will be responsible for the day-to-day activities for this engagement, including the supervision of all staff assigned.	3+
Jeff Ziplow, MBA, CISA, CGEIT	Information systems – Jeff will assist the audit team in documenting and	`35+



# evaluating general computer controls and IT application controls.

Additional staff – We will assign additional staff to your engagement based on your needs and their experience providing services to similar clients. The staff assigned to your team will be from our Connecticut offices with state and local government as their industry focus at CLA.

Detailed biographies are available in the Appendix of this proposal.

#### IT & Risk management - Value-added service

CLA believes that a good audit yields substantial information for management and is a valuable tool in recognizing opportunities and identifying areas that can be strengthened. In that regard, we have assigned an experienced Information Technology (IT) resource manager to the Bridgeport's audit. The IT manager's role in the audit will be to perform a review of Information Systems (IS) controls to conclude whether they are properly designed and operating effectively. For IS-related controls that we deem to be ineffectively designed or not operating as intended, we will communicate our findings and will provide recommendations to improve internal controls.

Including an IT professional on the Bridgeport's audit is a value-added service that is not always offered by all firms that conduct municipal audits.



# 6. Similar engagements with other government entities

The City can benefit from deep, national industry experience, complemented by a team dedicated to accessibility and responsiveness. We are pleased to provide you with the following references, who can describe their experience in greater detail. As requested, CLA has provided the most significant engagements performed in the last three years that are similar to the engagement described in this RFP, ranked on the basis of total staff hours.

Client Name	Team	Scope of Work	Total Hours	Date	Client Contact
Town of Windham	Principal: Santo Carta	Financial Statement Audit, Federal Single Audit, State Single Audit and EFS	850+	Year ended June 30, 2022	Christian Johnson 860-465-3165
Town of West Hartford	Principal: Santo Carta	Financial Statement Audit, Federal Single Audit, State Single Audit and EFS	800+	Year ended June 30, 2022	Peter Privitera 860-561-7461
City of Middletown	Principal: Santo Carta	Financial Statement Audit, Federal Single Audit, State Single Audit and EFS	700+	Year ended June 30, 2022	Carl Erlacher 860-638-4880

### 7. Audit approach

#### a. Proposed segmentation of the engagement

Seamless assurance advantage: a different way to audit

Many organizations view an audit as a requirement that doesn't contribute to their overall operations or value. At CLA, we believe an audit should be an annual check-up that gives you insight into your organization, allowing you to take advantage of opportunities and improve your operations.

Our industry experience makes it easier — CLA auditors are industry aligned, making our audit process fast and smooth. We focus on operational efficiency and leverage our industry experience to bring you meaningful insights that go beyond compliance requirements. A dedicated team of professionals will listen to your goals and concerns, then work with you to navigate industry pressures, changing markets, and complex standards, all with a common goal to drive your business toward success.

Your time has value — Your day is filled with competing priorities and constant distractions. We elevate your experience by utilizing a variety of communication tools, such as a web-based document portal, video conferencing, email, and phone calls, to keep everyone informed and on track. These tools provide flexibility to choose where and how your audit is performed. In contrast to a traditional engagement, where a team spends weeks on site at your location, our Seamless Assurance Advantage focuses on having the right team members on your engagement and isn't dependent on physical locations.

#### No transition issues

No transition issues — As your current auditor of choice, the transition into the new fiscal year will be entirely seamless.

No surprises — We will provide Bridgeport with a no-surprises approach to our services, based on frequent and timely communication and clarity around roles and expectations. If issues arise during your audit, we engage the right people in a frank discussion to resolve them.

Significant involvement of principals and managers — Our principals and managers are directly involved in your engagement and can proactively identify significant issues and resolve them with management. Your time is best spent with key decision makers so you can ask clarifying questions, discuss organizational strategies, and navigate sensitive reporting issues.

We tailor the audit just for you — While our audit programs provide typical approaches for given audit areas, CLA designs a client-specific, risk-based audit approach for each client. We use custom, industry-tailored programs, procedures, and tools designed specifically to focus on applicable issues.

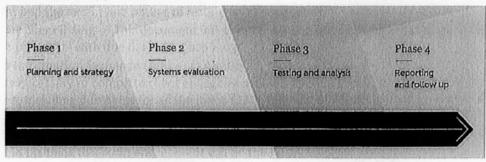
You'll learn about what we're doing and what we've found in plain, everyday language — By working closely with your staff, CLA continuously learns about your organization. This involvement enables us to offer recommendations for improvements in your systems and procedures that are more comprehensive, better understood, and more frequently implemented.

When performing an audit, we are sensitive and understanding of the fact that we report to those charged with governance. We maintain objectivity and independence to be able to issue our audit opinions. We will act within our philosophy of total client service, maintain the professional relationship refined with management, and fulfill our responsibilities with the utmost professionalism.

**Year-long support** — We encourage your staff to take advantage of our accessibility throughout the year for questions that may arise. Our people can provide proactive advice on new accounting or GAAP pronouncements

and their potential impact; help with immediate problems, including answers to brief routine questions; and share insights and best practices to assist in planning for your future success.

#### Financial statement audit approach



Phase 1: Planning and strategy

The main objective of the planning phase is to identify significant areas and design efficient audit procedures.

- Conduct an entrance meeting. Santo Carta and staff will meet with Bridgeport personnel to agree on an outline of responsibilities and timeframes:
  - Establish audit approach and timing schedule
  - Assistance to be provided by Bridgeport personnel
  - Application of generally accepted accounting principles
  - Initial audit concerns
  - Concerns of Bridgeport's management
  - Establishment of report parameters and timetables
  - Progress reporting process
  - Establish principal contacts
- Gain an understanding of the operations of Bridgeport, including any changes in its organization, management style, and internal and external factors influencing the operating environment
- Identify significant accounts and accounting applications, critical audit areas, significant provisions of laws
   and regulations, and relevant controls over operations
- Determine the likelihood of effective Information Systems (IS) related controls
- Perform a preliminary overall risk assessment
- Confirm protocol for meeting with and requesting information from relevant staff
- Establish a timetable for the fieldwork phase of the audit
- Determine a protocol for using TeamMate Analytics and Expert Analyzer (TeamMate), our data extraction and analysis software, to facilitate timely receipt and analysis of reports from management
- Compile an initial comprehensive list of items to be prepared by Bridgeport, and establish deadlines

#### We will document our planning through:

- Entity profile This profile will help us understand Bridgeport's activities, organizational structure, services, management, key employees, and regulatory requirements.
- Preliminary analytical procedures These procedures will assist in planning the nature, timing, and extent of auditing procedures that will be used to obtain evidential matter. They will focus on enhancing our understanding of the financial results and will be used to identify any significant transactions and events that have occurred since the last audit date, as well as to identify any areas that may represent specific risks relevant to the audit.



- General risk analysis This will contain our overall audit plan, including materiality calculations, fraud risk
  assessments, overall audit risk assessments, effects of our IS assessment, timing, staffing, client assistance, a
  listing of significant provisions of laws and regulations, and other key planning considerations.
- Account risk analysis This document will contain the audit plan for the financial statements, including risk
  assessment and the extent and nature of testing by assertion.
- Prepared by client listing This document will contain a listing of schedules and reports to be prepared by Bridgeport personnel with due dates for each item.
- Assurance Information Exchange (AIE) CLA utilizes a secure web-based application to request and obtain documents necessary to complete client engagements. This application allows clients to view detailed information, including due dates for all the items CLA is requesting. Clients can attach electronic files and add commentary related to the document requests directly on the application.

A key element in planning this audit engagement will be the heavy involvement of principals and managers. We will clearly communicate any issues in a timely manner and will be in constant contact with you as to what we are finding and where we expect it will lead.

Using the information we have gathered and the risks identified, we will produce an audit program specifically tailored to Bridgeport that will detail the nature and types of tests to be performed. We view our programs as living documents, subject to change as conditions warrant.

#### Phase 2: Systems evaluation

We will gain an understanding of the internal control structure of Bridgeport for financial accounting and relevant operations. Next, we will identify control objectives for each type of control material to the financial statements, and then identify and gain an understanding of the relevant control policies and procedures that effectively achieve the control objectives. Finally, we will determine the nature, timing, and extent of our control testing and perform tests of controls. This phase of the audit will include testing of certain key internal controls:

- Electronic data, including general and application controls reviews and various user controls
- Financial reporting and compliance with laws and regulations

We will test controls over certain key cycles, not only to gather evidence about the existence and effectiveness of internal control for purposes of assessing control risk, but also to gather evidence about the reasonableness of an account balance. Our use of multi-purpose tests allows us to provide a more efficient audit without sacrificing quality.

Our assessment of internal controls will determine whether Bridgeport has established and maintained internal controls to provide reasonable assurance that the following objectives are met:

- Transactions are properly recorded, processed, and summarized to permit the preparation of reliable financial statements and to maintain accountability over assets
- Assets are safeguarded against loss from unauthorized acquisition, use, or disposition
- Transactions are executed in accordance with laws and regulations that could have a direct and material effect on the financial statements

We will finalize our audit programs during this phase. We will also provide an updated Prepared by Client Listing based on our test results and our anticipated substantive testing.



During the internal control phase, we will also perform a review of general and application IS controls for applications significant to financial statements to conclude whether IS general controls are properly designed and operating effectively.

Based on our preliminary review, we will perform an initial risk assessment of each critical element in each general control category, as well as an overall assessment of each control category. We will then assess the significant computer-related controls.

For IS-related controls we deem to be ineffectively designed or not operating as intended, we will gather sufficient evidence to support appropriate findings and will provide recommendations to improve internal controls. For those IS controls we deem to be effectively designed, we will perform testing to determine if they are operating as intended through a combination of procedures, including observation, inquiry, inspection, and re-performance.

#### Phase 3: Testing and analysis

The extent of our substantive testing will be based on results of our internal control tests. Audit sampling will be used only in those situations where it is the most effective method of testing.

After identifying individually significant or unusual items, we will decide the audit approach for the remaining balance of items by considering tolerable error and audit risk. This may include (1) testing a sample of the remaining balance; (2) lowering the previously determined threshold for individually significant items to increase the percent of coverage of the account balance; or (3) applying analytical procedures to the remaining balance. When we elect to sample balances, we will use TeamMate to efficiently control and select our samples.

Our work papers during this phase will clearly document our work as outlined in our audit programs. We will provide Bridgeport with status reports and be in constant communication with Bridgeport to determine that all identified issues are resolved in a timely manner. We will hold a final exit conference with Bridgeport to summarize the results of our fieldwork and review significant findings.

#### Phase 4: Reporting and follow up

Reports to management will include oral and/or written reports regarding:

- Independent Auditors' Report
- Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards
- Independent Auditors' Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance
- Management Letter (if applicable)
- Written Communication to Those Charged with Governance, which includes the following areas:
  - Our responsibility under auditing standards generally accepted in the United States of America
  - Changes in significant accounting policies or their application
  - Unusual transactions
  - Management judgments and accounting estimates
     Significant audit adjustments
     Other information in documents containing the audited financial statements
     Disagreements with Bridgeport
     Bridgeport's consultations with other accountants
  - Major issues discussed with management prior to retention



Difficulties encountered in performing the audit Fraud or illegal acts

Once the final reviews of working papers and financial statements are completed, our opinion, the financial statements, and management letter will be issued.

Bridgeport will be given a draft of any comments we propose to include in the management letter. Items not considered major may be discussed verbally with management instead of in the management letter. Our management letter will include items noted during our analysis of your operations.

We will make a formal presentation of the audit results to those charged with governance, if requested.

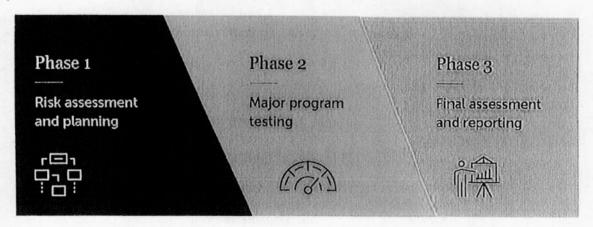
#### Single audit approach

In the current environment of increased oversight, it is more important than ever to find qualified auditors who have significant experience with federal and state grants specific to Bridgeport and can enhance the quality of Bridgeport's single audit. Therefore, the single audit will be performed by a team of individuals who specialize in single audits in accordance with the *Uniform Guidance* (federal single audit) and the Connecticut State Single Audit Act who will offer both knowledge and quality for Bridgeport. As part of our quality control process, the single audit will be reviewed by a firm Designated Single Audit Reviewer.

Grant compliance can be a confusing topic and many of our clients rely on their federal and state funding as a major revenue source, so it is important that they understand what the compliance requirements are for their organization. CLA professionals are available to provide guidance and tools tailored to Bridgeport's needs, and to assist in compliance with the requirements set forth in the *Uniform Guidance* and the Connecticut State Single Audit Act.

The AICPA clarified auditing standard; AU-C 935 "Compliance Audits" requires risk-based concepts to be used in all compliance audits including those performed in accordance with the *Uniform Guidance* and the Connecticut State Single Audit Act. Our risk-based approach incorporates this guidance.

We will conduct our single audit in three primary phases, as shown, below:



Phase 1: Risk assessment and planning

The risk assessment and planning phase will encompass the overall planning stage of the single audit engagement. During this phase, we will work closely with Bridgeport's management to determine that programs and all clusters of programs are properly identified and risk-rated for determination of the major programs for



testing. We will also review the forms and programs utilized in the prior year to determine the extent of any changes which are required.

We will accomplish this by following the methodology below:

- Determine the threshold to distinguish between Type A and B programs, including the effect of any loans and loan programs
- Utilizing the preliminary Schedule of Expenditure of Federal Awards and Schedule of Expenditures of State
  Finance Assistance, we will identify the Type A and Type B programs in accordance with the *Uniform*Guidance and the Connecticut State Single Audit Act
- Identify the programs tested and the findings reported for the past two fiscal years. Determine and document the program risk based on the past two single audits.
- Prepare and distribute Type B program questionnaires to determine risk associated with Type B programs
- Determine the major programs to be tested for the current fiscal year based on the previous steps
- Based on our determination of the major programs, we will obtain the current year compliance supplement to aid in the determination of Direct and Material Compliance requirements, and customize the audit program accordingly
- Determine the preferred methods of communication during the audit

#### Phase 2: Major program testing

We will determine the programs to be audited based on the risk assessment performed in the planning phase. We will perform the audit of the programs in accordance with the *Uniform Guidance* and the Connecticut State Single Audit Act.

To accomplish this, we will perform the following:

- Schedule a meeting and notify Bridgeport's management of the major programs for the current fiscal year
- Plan and execute the testing of the expenditures reported on the Schedule of Expenditures of Federal Awards and the Schedule of Expenditures of State Financial Assistance
- Perform tests of compliance and internal controls over compliance for each major program identified
- Schedule periodic progress meetings to determine that schedules are adhered to and identify issues as they arise
- Conduct entrance and exit conference meetings with each grant manager

#### Phase 3: Final assessment and reporting

We will re-perform the steps noted in the preliminary assessment and planning stage once the final Schedule of Expenditures of Federal Awards and the Schedule of Expenditures of State Financial Assistance is received to determine if additional major programs were identified.

Based on the final determination of the programs we will perform the following:

- Identify Type A and significant Type B programs which were not previously identified
- Re-assess the risk and determine if we are required to audit additional programs
- Prepare the Schedule of Findings and Questioned Costs
- Conduct exit conference with Bridgeport's management to review drafts of required reports:
  - Independent Auditors' Report on Internal Control over financial reporting and on compliance and other matters based on an audit of Financial Statements Performed in Accordance with Government Auditing Standards



- Independent Auditor's Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the *Uniform Guidance*
- Independent Auditor's Report on Compliance for Each Major State Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of State Financial Assistance Required by the Connecticut State Single Audit Act

Throughout the single audit, we will maintain communication through periodic progress meetings with those designated by Bridgeport. These meetings will be on a set schedule, but as frequently as Bridgeport determines. During these meetings, we will discuss progress impediments and findings as they arise.

# b. Level of staff and number of hours to be assigned to each proposed segment of the engagement

Our project management methodology results in a client service plan that provides for regular, formal communication with the entire management team and allows us to be responsive to your needs. The schedule allows for input from your personnel to make certain the services are completed based on your requirements. The plan may also be amended during the year based on input from the internal auditor.

Please see the below chart for the level of staff and approximate number of hours to be assigned to each proposed phase:

Financial Statement Audit and Single Audit		
Level	- Year 1	
Principal	200	
Director/Manager	250	
Staff	1,150	
Total	1,600	

c. Sample size and the extent to which statistical sampling is to be used in the engagement We follow the guidance of AU-C Section 530, Audit Sampling, in using statistical and nonstatistical approach. We use quality control material in all our audit engagements. These AU-C Section 530 – "Audit Sampling" forms guide our staff through a logical process of assessing inherent risk, control risk, and combined audit risk, followed by an assessment of appropriate sample size for testing.

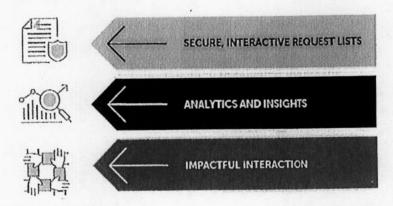
Sample sizes will vary depending on the nature of the testing (compliance versus substantive) and the size of the population being sampled. Sampling techniques are utilized in compliance and internal control testing, as well as substantive testing of certain asset and liability account balances. Sample sizes used for internal control testing depend on a number of factors, namely the number of expected or actual control deviations, size of population, and level of control assurance anticipated. Sample sizes can range from 20 to 90 possible selections.

To illustrate, if no internal control deviations are anticipated and the frequency of the population (i.e., the number of times the control is performed in a given year) is less than 100, then we will test 20 transactions in order to obtain moderate control assurance. If two internal control deviations are anticipated, and the frequency of the population is greater than 200, then we will test 90 transactions in order to obtain low control

assurance. We are usually able to cover a substantial portion of the compliance and controls testing with one sample, resulting in a very efficient approach.

## d. Type of software to be used in the engagement.

We're reimagining the audit process through technology to elevate your experience!



Assurance Information Exchange (AIE) - CLA offers a secure web-based application to request and obtain documents necessary to complete client engagements. This application allows clients to view detailed information, including due dates for items that CLA requests. Additionally, the application allows clients to attach electronic files and add commentary related to the document requests directly on the application. AIE is provided at no additional cost, subject to the terms of the Assurance Information Exchange Portal Agreement.

TeamMate Analytics and Expert Analyzer (TeamMate) - To analyze and understand large data sets, we use TeamMate Analytics and Expert Analyzer. We customize the application by industry in order to perform the most applicable procedures. This allows us to go beyond sampling and instead analyze the entire general ledger for targeted anomalies. Far beyond the audit application, our six-phase process of Risk Assessment, Data Analytics and Review (RADAR) can also provide actionable insights to help you understand your entity better.

Microsoft® Teams - Our services approach focuses on impactful interactions. We've said goodbye to the days of setting up camp in our clients' conference rooms for weeks on end. We know our clients have organizations to run, so our interactions have purpose. To assist with communications when we are not onsite, we utilize tools such as Microsoft Teams, which allow for two-way screen sharing and video. We've found this helps minimize disruptions in our clients' environments while continuing to effectively communicate with each other.

## e. Type and extent of analytical procedures to be used in the engagement

Preliminary analytical procedures will assist in planning the nature, timing and extent of auditing procedures that will be used to obtain evidential matter. These procedures will focus on enhancing our understanding of the financial results. These procedures are also used to identify any significant transactions and events that have occurred since the last audit date, as well as to identify any areas that may represent specific risks relevant to the audit.

In performing our substantive testing, our audit efficiency initiative provides that we first think analytically. By doing this, we can better understand the specific account balance being tested and determine if the current balance or relationship with other account balances appears reasonable. We will also employ analytical testing on smaller and/or lower risk accounts and cycles to maintain efficiency and to meet milestones.

# f. Approach to be taken to gain and document an understanding of the City's internal control structure

As your current auditors, we have developed and documented a thorough understanding of Bridgeport and its internal control and operating structure. Each year, we will work with Bridgeport to update that understanding in the least intrusive manner possible, while still maintaining our professional responsibilities. We will utilize a combination of updating internal control forms completed in prior years and conducting annual interviews with key accounting personnel. As a baseline, we use existing internal control processes, policies, organizational charts, and other items Bridgeport may have already documented or updated during the year. Finally, to confirm our understanding, we will perform tests of design and operating effectiveness and convey the results to Bridgeport.



The Committee of Sponsoring Organizations of the Treadway Commission (COSO) has established a framework for internal control systems. Under the COSO framework, internal control is a process to provide reasonable assurance that those internal objectives, including effectiveness and efficiency of business operations, reliability of financial reporting, and compliance with applicable laws and regulations, will be met.

Our audit approach is designed to evaluate and test the departmental internal controls in accordance with COSO concepts. Our procedures include a review of the overall control environment, determination of the internal controls which are determined to be direct and material to the federal program under review, determination of the adequacy of those procedures, and testing of the procedures to determine if they are functioning as designed.

During the planning and internal control phases of our audit, we will develop our understanding of Bridgeport business operations and internal control structure for financial accounting and relevant operations through observation, discussion, and inquiries with management and appropriate personnel. During this phase of the audit, we will review budgets and related materials, organization charts, accounting and purchase manuals, and other systems of documentation that may be available.

Once we understand your operations, we will then identify control objectives for each type of control that is material to the financial statements. The next step will be to identify and gain an understanding of the relevant control policies and procedures that effectively achieve the control objectives. We will then determine the nature, timing, and extent of our control testing, and perform tests of controls.

This phase of the audit will include extensive testing of controls over transactions, financial reporting, and compliance with laws and regulations. Whenever possible, we will use dual-purpose tests to reduce the need to select multiple samples for internal control and compliance testing. We will be as efficient as possible, thereby reducing the disruption to your operations while achieving our audit objectives.

Our assessment of internal controls will determine whether Bridgeport has established and maintained internal controls to provide reasonable assurance that the following objectives are met:

- Transactions are properly recorded, processed, and summarized to permit the preparation of reliable financial statements and to maintain accountability over assets
- Assets are safeguarded against loss from unauthorized acquisition, use, or disposition
- Transactions are executed in accordance with laws and regulations that could have a direct and material effect on the financial statements



Our workpapers during this phase will clearly document our work through preparing the following for each significant transaction cycle or accounting application:

- Audit program
- Cycle memo and supporting documentation
- Account risk analysis (ARA)
- Specific control evaluation (SCE)

# g. Approach to be taken in determining laws and regulations that will be subject to audit test work

We will obtain an understanding of the laws and regulations that impact Bridgeport's operations by reviewing council minutes to identify any ordinances or resolutions that might have an impact to operations and reporting by Bridgeport, as well as interview key personnel and management of Bridgeport. The staff assigned to the engagement attend regular trainings and are well versed in upcoming legislation and federal and state laws (e.g., *Uniform Guidance*) and proactively discuss these upcoming changes with our clients.

We will also review current operations, contracts, and IGA's that may impact current operations.

#### h. Approach to be taken in drawing audit samples for purposes of tests of compliance.

We follow the guidance of AU-C Section 530, Audit Sampling, in using statistical and nonstatistical approach. We use quality control material in all our audit engagements. These forms guide our staff through a logical process of assessing inherent risk, control risk, and combined audit risk, followed by an assessment of appropriate sample size for testing.

Because our sample sizes are affected by many variables, a statement about sample sizes cannot be made in absolute terms. However, with regard to sample selection, we will generally utilize representative sampling for internal control and compliance tests, including those related to single audit compliance. Samples will also be used in conjunction with other tests of compliance (e.g., Florida Statutes, Ordinances, etc.).

In general terms, sample sizes for compliance and controls testing obtained via our guidance usually fall into categories of 25, 40, or 60 depending on circumstances. Where the population being tested is less than 100 items, we will use the 20%, 30%, or 40% of the population depending on our control risk assessment.

We are usually able to cover a substantial portion of the compliance and controls testing with one sample, resulting in a very efficient approach.

## Identification of anticipated potential audit problems

In situations where authoritative guidance on a particular transaction or accounting issue is unclear or subject to interpretation, our approach is to proactively meet with management to discuss the issue and reach a conclusion that is hopefully agreed upon by both parties. We do not have specific firm policies that dictate our conclusions to be reached on all complex accounting issues. Rather, each issue must be evaluated independently by our engagement team. As discussed above, we will not only meet internally, but also facilitate discussion with Bridgeport's management team in order to obtain a mutual understanding of the particular accounting issue, determine the applicable authoritative guidance that most closely relates to the issue, and strive to reach an approach agreed upon by both parties. If there remains any ambiguity or disagreement, we can explore other resources that could possibly assist, such as subject matter professionals within the Government Accounting Standards Board staff or the Government Finance Officers Association (GFOA) or perhaps other municipalities who may have dealt with similar issues.



## v. Guarantees and Warranties

#### APPENDIX A

#### FIRMS GUARANTEES AND FIRMS WARRANTIES

#### Firm Guarantees

The firm certifies that it can and will provide and make available, at a minimum, all services set forth in Section IV, Nature of Services Required.

#### Firm Warranties

- Firm warrants that it is willing and able to comply with the State of Connecticut laws with respect to foreign (non-state Connecticut) corporations.
- Firm warrants that it is willing and able to obtain an errors and omissions insurance policy
  providing a prudent amount of coverage for the willful or negligent acts or omissions of
  any officers, employees, or agents thereof.
- Firm warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City of Bridgeport.
- Firm warrants that all information provided by it in connection with this proposal is true and accurate.
- 5. Firm agrees to terms of Appendix A(1) Insurance and Indemnification

Signat	ture of Official:	
Name	(typed): Santo Carta	
Title:	Principal	
Firm:	CLA (CliftonLarsonAllen LLP)	
Date:	March 29, 2023	



# No Conflicts/Disclosure Form

Revised 10/2018

#### NO CONFLICTS / DISCLOSURE FORM

EVERY BUSINESS OR INDIVIDUAL THAT IS ISSUED A NOTICE OF INTENT TO AWARD PURSUANT TO THE CITY'S PURCHASING ORDINANCE (Section 3.08.070, AS AMENDED), MUST FULLY AND ACCURATELY COMPLETE THIS DISCLOSURE FORM. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

Name of Individual or Business:

CLA (CliftonLarsonAllen LLP)

Person signing this form:	Santo Carta
Phone Number: ( 860-) _5	70 - 6381
following statements are true	epresents and warrants that the correct and complete, to the best ef, and that the City of Bridgeport is
1. Business is (check one) ☐ a corporation ☐ a limited liability on 撰 a limited liability po	
Z Duantosa Modi Cos.	ain Street, 4th Floor rd, CT 06107
3. State of incorporation or organization	2 Connecticut 2 Other Minnesota
4. What other trade names does the Bu	siness use, if any?
5. Fed. ID or SS # 41-0746749 DUNS # CT Contractors #	CT State ID # SAM # Other pertinent license #s (if any)
	***************************************

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2018

#### Revised 10/2018

Name	Address	Title	
Santa Cart	29 South Main Street		
Santo Carta	Weat Hartford, CT 06107 Emited Eability partnership, with more than 1,200	CALL DESCRIPTION CO.	
	ng can be provided upon request.	pincipais.	
	hand the second		
	entrantonia de la constanta de		
	ly owners of 5% or more interest in the himded hability partnership, with more than 375 or		
	interest in the firm		
	The state of the s		
	State Company of the		
7. Identify a			
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		nization of the Business.	
	ny parent, affiliate or subsidiary organ pany's name <u>ChifonLarsonAllon Woolth Ad</u> Ll a corporation	nization of the Business.  (visors, LLC , a	
	ny parent, affiliale or subsidiary organ pany's nameClifonLarsonAllon Woolth Ad	nization of the Business.  (visors, LLC , a  () a general partnership () a sole proprietorship	
	ny parent, affiliate or subsidiary organ pany's nameClifonLarsonAllon Woolth Ad (I) a corporation (2) a limited liability company	D a sole proprietorship	
	ny parent, affiliate or subsidiary organ pany's nameClifonLarsonAllon Woolth Ad II a corporation II a limited liability company II a limited liability partnership	Dization of the Business.  (visors, LLC , a  Diageneral partnership Diasole proprietorship Diother  (zation: Minnesola	
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(a) Comp	ny parent, affiliate or subsidiary organisany's nameChifonLarsonAllon Woolth Ad If a corporation If a corporation If a limited liability company If a limited liability partnership State of Incorporation or organisationship to your company:	D a general partnership D a sole proprietorship D other	



#### Revised 10/2018

respe within	is the Business, any parent, affiliate or subsidiary company, or ctive officers, directors, owners, general partners, managing the past three (3) years been convicted of, entered a plea of a of noto contendere, concluded or served a sentence impose	member guilty,	entered
	wise admitted to:		
		Yes	No
а)	the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract?	а	α
b)	the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor?	O	Ox
c)	the violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subconfract?	п	Q
d)	fraudulent, criminat or other seriously improper conduct while participating in a joint venture or similar arrangement.	0	(X
e)	willfully failing to perform in accordance with the terms of one or more public contracts, agreements or transactions?	n	cx
ŋ	having a history of failure to perform or a history of unsatisfactory, performance of one or more public contracts, agreements or transactions?	n	α
9	willfully violating a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction?	n	N
IF Y	OU ANSWER YES TO ANY PART OF PARAGRAPH AN ATTACHED SHEET.	17, EX	PLAIN
9. In	itial as appropriate below:		
N	one of the persons listed herein is related by blood or marriag ridgeport government official or employeesc (Initial)	je to an	y City of
	OR		
C	one or more of the persons listed herein is related by blood of bridgeport government official or employee. (Explain in teach additional sheet if necessary) (Initial)	or marri r detail	age to a below or

2018

3



Revised 10/2018
10. Does the Business, any parent, affiliate or subsidiary company, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents have any business or familial relationship, through ownership, directorship, contractual arrangement, control, or other arrangement with any of the subcontractors to be used on the work involved in the bid for which this form is being submitted?
IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 9, EXPLAIN ON AN ATTACHED SHEET.
11. Read and initial at the end of the following paragraph:
BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS, ITS PARENT, AFFILIATES OR SUBSIDIARIES AND THE CITY OF BRIDGEPORT.
12. Read and initial at the end of the following paragraph;
BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE PROMPTLY UPDATED UPON ANY CHANGE.  SC (Initial)
WARNING: Falsifying information on this form, or falling to promptly notify the City of changes to the information contained in it during the course of the Business' performance of the work will constitute a default under any contract or purchase order awarded to the Business, and will permit the City to terminate its contract with the Business and pursue its legal rights and remedies as to such Business or persons associated therewith.
Dated: March 29, 2023  Name: Santo Carta  Title: Principal duly-authorized



2018

Revised 10/2018

STATE OF Connecticuty	
COUNTY OF Hartford	ss. Butnington

March 21,2023

Personally appeared before me, Santo Carta (name), the Principal (title) of Cliffon Laren Allen (name of Business), who swore to the truth of the foregoing as his/her free act and deed and the free act and deed of Cliffon Laren Allen (name of Business) before me.

Notary Public: Elera Prodnep
My commission expires on: 10/31/23
Commissioner of the Superior Court

2018

# **Appendix**

A. Engagement team biographies





# Santo Carta, CPA

CLA (CliftonLarsonAllen LLP)

Principal
West Hartford, Connecticut

860-570-6381 santo.carta@CLAconnect.com



#### Profile

Santo has more than 20 years of experience working with municipalities and quasigovernment organizations. Santo has significant proficiency in the areas of state and federal compliance and state and federal single audits. He also has experience in the area of municipalowned and operated utilities, including wastewater operations and trash-to-energy facilities.

# Technical experience

- Audit and accounting
- Single audits
- · Financial statement audits

# Education and professional involvement

- Bachelor of science in accounting from Central Connecticut State University, New Britain, Connecticut
- Certfied Public Accountant
- American Institute of Certified Public Accountants
- Connecticut Society of Certified Public Accountants
  - o Governmental Accounting and Auditing Committee, Chairperson
- Government Finance Officers Association of Connecticut

# **Key Relevant Clients**

- City of Bridgeport
- Town of West Hartford
- · City of Middletown
- Town of Guilford
- Town of Windham
- Town of Haddam

#### .CLAconnect.com,

CPAs | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See <a href="CLAglobal.com/dischimer">CLAglobal.com/dischimer</a>.
Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.





# Heather Plitt, CPA, MBA

CLA (CliftonLarsonAllen LLP)

Director Baltimore, Maryland

410-453-5571 heather.plitt@CLAconnect.com



#### Profile

Heather has more than 18 years of experience and is a quality reviewer with the National Assurance Technical Group, focusing on reviews of assurance engagements for state and local government clients across the firm. She also serves as a technical resource for engagement teams performing state and local government engagements. Prior to her time in the National Assurance Technical Group, Heather specialized in financial and single audits for state and local governments, including school districts, counties, cities, and other government agencies.

# Technical experience

- Governmental auditing and accounting with an emphasis on state and local agencies, including single audits
- Nonprofit auditing and accounting, including single audits

# Education and professional involvement

- Master of business administration from the University of Baltimore
- Bachelor of science in accounting from the University of Baltimore
- Certified Public Accountant, Maryland and Virginia
- Maryland Association of Certified Public Accountants, 2004-present
- Virginia Association of Certified Public Accountants, 2010-present
- American Institute of Certified Public Accountants

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# Chad Fallon-Senechal, CPA

CLA (CliftonLarsonAllen LLP)

Senior
West Hartford, Connecticut

860-231-6658 chad.fallon-senechal@CLAconnect.com



#### Profile

Chad began his professional career in 2013 working for a small firm in New Jersey performing audits of municipalities. During that time, he obtained the necessary credits to sit for the CPA exam. In mid-2020 he moved to Connecticut with his wife and began working for blumshapiro. Shortly after CLA's acquisition of blumshapiro he was advanced to Senior and obtained his CPA license.

# Technical experience

- State and local government
- Federal Single Audit
- Connecticut State Single Audit

## Education and professional involvement

- Bachelor of Arts in General Studies from Providence College, Providence, Rhode Island
- American Institute of Certified Public Accountants
- Certified Public Accountant in the State of Connecticut
- Connecticut Society of Certified Public Accountants

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# Elizabeth Forsythe, MSA

CLA (CliftonLarsonAllen LLP)

Senior West Hartford, Connecticut

860-221-3045 elizabeth.forsythe@CLAconnect.com



#### Profile

As a senior in our assurance practice, Elizabeth serves as the main point of contact with the client on assigned audit engagements. She communicates with the team's manager and principal to inform them of the status of the work as well as any issues that may arise throughout the engagement. Elizabeth also supervises and works with staff on their training and development.

## Technical experience

- State and local government financial statement audits
- Federal and state single audits

# Education and professional involvement

- Bachelor of science in accounting with a minor in insurance from Eastern Connecticut State University,
   Willimantic, Connecticut
- Master of science in accounting from University of Connecticut, Storrs, Connecticut
- Connecticut Society of Certified Public Accountants

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# Jeffrey Ziplow, MBA, CISA, CGEIT

CLA (CliftonLarsonAllen LLP)

Principal
West Hartford, Connecticut

860-561-6815 jeffrey.ziplow@CLAconnect.com



#### **Profile**

Jeff is a principal in the firm's business risk advisory service group. Over his 35-year career he has had significant experience working with organizations to assess their IT controls as they relate to business operations and helps to develop recommendations to mitigate risk. In this role, Jeff works with clients on data breach responses, cyber security risk assessments and provides insight and guidance on developing better security practices. In addition, he works on process control related projects to enhance operational efficiencies and provide tangible control recommendations.

Jeff also oversees various IT audits based on the AICPA's SSAE-18 (SOC-1) and AT-101 (SOC-2) compliance standards as well as working with the NIST based security standards. Over the past several years, he has been actively involved in providing cybersecurity and risk assessments presentations to municipalities, nonprofits, and various companies to enhance leadership in these areas. He also works with the attorney generals of Connecticut, Florida, and Indiana to provide guidance/support on cyber security matters.

# Technical experience

- Risk management
- Information system
- Security assessments
- Processes and controls

- SOC-1 and SOC-2 audits
- HIPAA audits
- NIST compliance standards

# Education and professional involvement

- Master of business administration from Boston College, Boston, Massachusetts
- Bachelor of arts from the University of Vermont, Burlington, Vermont
- Certified Information Systems Auditor
- Certified Governance of Enterprise IT
- Information Systems Audit and Control Association
- Government Finance Officers Association of Connecticut

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B. Quality control procedures and peer review report

In the most recent peer review report, dated November 2022, we received a rating of <u>pass</u>, which is the most positive report a firm can receive. We are proud of this accomplishment and its strong evidence of our commitment to technical excellence and quality service. The full report is provided on the following page.

In addition to an external peer review, we have implemented an intensive internal quality control system to provide reasonable assurance that the firm and our personnel comply with professional standards and applicable legal and regulatory requirements. Our quality control system includes the following:

- A quality control document that dictates the quality control policies of our firm. In many cases, these policies exceed the requirements of standard setters and regulatory bodies. Firm leadership promotes and demonstrates a culture of quality that is pervasive throughout the firm's operations. To monitor our adherence to our policies and procedures, and to foster quality and accuracy in our services, internal inspections are performed annually.
- Quality control standards as prescribed by the AICPA. The engagement principal is involved in the planning, fieldwork, and post-fieldwork review. In addition, an appropriately experienced professional performs a risk-based second review of the engagement prior to issuance of the reports.
- Hiring decisions and professional development programs designed so personnel possess the competence, capabilities, and commitment to ethical principles, including independence, integrity, and objectivity, to perform our services with due professional care.
- An annual internal inspection program to monitor compliance with CLA's quality control policies. Workpapers from a representative sample of engagements are reviewed and improvements to our practices and processes are made, if necessary, based on the results of the internal inspection.
- Strict adherence to the AICPA's rules of professional conduct, which specifically require maintaining the confidentiality of client records and information. Privacy and trust are implicit in the accounting profession, and CLA strives to act in a way that will honor the public trust.
- A requirement that all single audit engagements be reviewed by a designated single audit reviewer, thereby confirming we are in compliance with the standards set forth in the *Uniform Guidance*.





#### Report on the Firm's System of Quality Control

To the Principals of CliftonLarsonAllen LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP (the "Firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards, may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 19 and SOC 29 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

In our opinion, the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. CliftonLarsonAllen LLP has received a peer review rating of pass.

Cherry Bekaert LLP Charlotte, North Carolina

Therry Bekaert LLP

November 18, 2022

cbh.com



C. Reports



# West Hartford

 $\underline{https://resources.final site.net/images/v1674833665/westhartfordctgov/g9vyud7rlakogfyny2nx/2021.pdf}$ 

#### Middletown

https://www.middletownct.gov/DocumentCenter/View/22299/2021-Annual-Comprehensive-Financial-Report-PDF

#### Windham

https://windhamct.com/resources/2021\_acfr.pdf



# 3tem # \*59-22 Consent Calendar

space at City Hall, 45 Lyon Terrace in Bridgeport. Lease Agreement with Sikorsky Federal Credit Union for



Report

110

Committee

Contracts

City Council Meeting Date: May 15, 2023

hydra n. Martine Lydia N. Martinez, City Clerk

Attest:

Approved by:

Joseph P.)Ganim, Mayor

Date Signed

ATTEST CHTY CLERK

23 HAY 18 PM 12: 17

CILA CFEBRS OFFICE BECEINED



# City of Bridgeport, Connecticut Office of the City Clerk

To the Pity Pouncil of the Pity of Bridgeport:

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

Item No. \*59-22 Consent Calendar

**BE IT RESOLVED,** by the City Council of the City of Bridgeport that the attached Lease Agreement between the City of Bridgeport and Sikorsky Financial Credit Union for three years through April 2026.

**BE IT FURTHER RESOLVED**, that the Mayor, or his designee the Director of Finance, are hereby authorized to enter into this Lease Agreement in substantially the form attached hereto and, upon consultation with City Attorney's Office, are further authorized to take all other actions and do all other things necessary including executing such other insurance documents as may be necessary in furtherance of the purpose of, and consistent with, this resolution and in the best interests of the City of Bridgeport and its citizens.

## RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS

Yeanette Herron, D-133rd, Co-chair

Matthew McCarthy, D-130th, Co-chair

Jorge Cruz. Sr., D-131st

Rosalina Roman-Christy, D-135th

Maria H. Pereira, D-138th

Frederick Hodges, D-136th

Ernest E. Newton II, D-139th

City Council Date: May 15, 2023

#### LEASE

This Lease Agreement ("Lease" or "Lease Agreement") effective as of the 1st day of May, 2023, by and between City of Bridgeport, acting through its Director of Public Facilities (hereinafter referred to as Lessor and Sikorsky Financial Credit Union, Inc., a Connecticut corporation with offices at 1000 Oronoque Lane, Stratford, CT (hereinafter referred to as "Lessee").

#### WITNESSETH

- 1. Premises: Lessor, which includes Lessor's agents, servants and employees, in consideration of the covenants and agreements hereinafter set forth and the rent hereinafter reserved, has and does hereby lease, unto said Lessee and Lessee hereby leases from Lessor, the space described as follows: Unit 225, 45 Lyon Terrace, Bridgeport, CT, consisting of approximately 1533 square feet more or less (hereinafter the Premises). Included as part of the lease are the inventory items listed in Schedule B.
- 2. **Term:** The term of this lease, subject to the provisions hereof, shall be for a term of three (3) years (the term commencing on May 1, 2023 (hereinafter referred to as the Commencement Date) running through to the end of the third (3<sup>rd</sup>) Lease Year, as that term is defined below.
  - 2.1. The term, with respect to the first Lease Year, shall mean the period of twelve (12) consecutive calendar months beginning on May 1, 2023, and running through April 30, 2026. Subsequent "Lease Years" shall be the subsequent full twelve (12) calendar month periods. Rental payment (base Rent and Additional Rent) shall commence at the start of the first Lease Year (the Rent Commencement Date and shall be payable on the first day of each month thereafter. Lessee shall have access to the Premises on the Commencement Date or upon execution of the lease and the delivery of a certificate of insurance as described in section 35 of this Lease Agreement, whichever occurs later.
  - 2.2. This section supercedes Section 2.1 above. Both the Lessor and Lessee, after the first Lease Year, reserve the right to terminate this lease agreement early if either party deems it impractical or inappropriate to continue operating a credit union branch at this current facility. Either party who wishes to exercise this right will notify the other, in writing, no later than 30 days before the end of the first Lease Year or March 31, 2024, whichever comes first. If either party exercises this right, it must allow for up to 90 additional days, after notification, to discuss the decision with both parties and to formally close the credit union branch. If neither party notifies the other of their intent to terminate this lease agreement by March 31, 2024, then this section is no longer applicable and the original terms of this lease, as outlined in Section 2.1, will continue.
- 3. Payment of Rent: Lessee covenants and agrees to pay, and shall pay to Lessor for the rental of the Premises, in lawful money of the United States of America at the address specified in Paragraph 29 hereof on the first day of each calendar month for the term hereof, in installments as follows:
  - 3.1. First Lease Year. Two thousand five hundred dollars (\$2,500.00) per month.
  - 3.2. Second Lease Year through Third Lease Year. For the Second through Third Lease Years, on each Lease Year anniversary for the remainder of the Term, the monthly rental for the next twelve-month period shall be increased over the immediately preceding

- twelve-month period by three percent (3%) and payable monthly.
- 3.3. No setoff. Said payments shall be known as Rent and shall be payable without setoff, deduction, or demand in consecutive monthly installments, in advance, being due and payable on the first day of each and every month thereafter during the term hereof. In no event shall any provisions of this paragraph serve to reduce the rent below the rent payable during the immediately preceding Lease Year.

#### 4. Additional Rent:

5

- 4.1. In addition to Rent payable under Article 3, Lessee shall pay to Lessor additional rent consisting of Lessee's proportional share of all sums of money as shall become due and payable by Lessee under this Lease including, but not limited to, the payments due under this Article 4 (collectively, "Additional Rent").
- 4.2. The parties anticipate that the number of members accessing the premises on a monthly basis that are non-City of Bridgeport employees will be 300. Data shall be collected by the Lessee estimating the number of non-City of Bridgeport employees that are accessing the premises each month. This number shall be provided to Lessor on a quarterly basis and on an annual basis. In the event that the monthly average on non-City of Bridgeport employees accessing the premises exceeds 300+100 then Lessee shall pay \$100.00 per month per additional 100 monthly visitors to the building as additional rent
- 4.3. Rent Start. Subject to paragraph 4.2, the Additional Rent Start Date shall be defined as the start of the Second Lease Year.
- 4.4. Each installment of estimated Additional Rent shall be due and payable on the first of the month after the delivery of a statement by Lessor. If Lessee fails to pay when due any installment of Rent or any Additional Rent, Lessee shall pay a late charge as described in Article 21 of this agreement. There shall be no abatement of, deduction from, counterclaim or set off against Rent or Additional Rent, except as otherwise specifically provided in this Lease.
- 5. Security: Lessee shall pay a security deposit of five thousand dollars (\$5,000.00) to secure the faithful performance of all the terms and conditions of this lease and any renewal term. If Lessee complies with all the terms, conditions and obligations of this Lease, such deposit shall be returned to Lessee at the termination of this Lease, such deposit will be returned to Lessee at the termination of this Lease or any renewal thereof, without interest. In the event Lessee defaults hereunder, such deposit may be applied by Lessor toward reduction of his damages without barring Lessor in any manner whatever from other or additional legal or equitable course. Such a deposit shall not be construed as constituting liquidated damages. It is understood and agreed that Lessor shall always have the right to apply said deposit, or from time to time such one or more part or portions thereof or part of portions thereof not previously applied, to the curing of any default that may then exist, without prejudice to any other remedy or remedies which Lessor may have on account thereof upon prior written to Lessee. Should Lessor convey his interest under this Lease, the deposit, or the part of portion

thereof not previously so applied, shall be turned over by Lessor to Lessee grantee or assignee; and, if the same be turned over as aforesaid, Lessee hereby releases Lessor from any and all liability with respect to the deposit or its application or return, provided Lessor delivers to Lessee said grantee or assignee written and executed assumption of the obligations with respect to said security. At the end of the term, Lessor, or successor, as the case may be, shall promptly return said security deposit to Lessee within thirty (30) days after the end of the term and otherwise in accordance with Connecticut State Laws.

6. Lease Option to Extend: At the expiration of the initial term, if this lease shall then be in full force and effect and Lessee shall have performed all of its terms, covenants, agreements, and/or conditions to said time as and when required pursuant to this Lease, Lessee shall have one (1) option to extend the Term of this Lease for an additional term of three (3) years, such term to commence on expiration of the prior term. Said option shall be exercised by Lessee by giving written Notice thereof to Lessor not less than 180 days prior to the expiration of the then current term, TIME BEING OF THE ESSENCE. Rent and Additional Rent shall be payable without setoff, deduction, or demand in consecutive monthly installments, in advance, being due and payable on the first day of each and every month thereafter during the term hereof. Rent for the option term, if any, shall be increased at the rate of three (3%) percent per year, starting with the Base Rent from the Lease Year immediately preceding the first Lease Year of the option term. Rent for any option term shall be payable without setoff, deduction, or demand in consecutive monthly installments, in advance, being due and payable on the first day of each and every month thereafter during the term hereof. In no event shall any provisions of this paragraph serve to reduce the rent below the rent payable during the immediately preceding lease year.

## 7. Purpose:

- 7.1. Lessee shall have the right to use the Premises as a credit union, and such other ancillary uses as consented to in writing by Lessor.
- 7.2. Lessee's hours of operation will be Monday to Friday, 8:30 am 4:00 pm. Lessee's employees may access the Building at 8:00 am and must vacate the building by 5:15 pm. Its members shall not have access to the Building when City operations are not available. Further, Lessee agrees that it shall follow the holiday schedule of the City of Bridgeport which is currently as follows but are subject to change: New Year's Day (observed), Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Further, when the Building is closed due to weather related matters or any other matter, the premises shall be closed to members.
- 7.3. Lessee shall not use, occupy, or permit the Premises or any part thereof to be used in any manner, or anything to be done therein or suffer or permit anything to be brought into or kept therein, which would in any way tend to or: (a) cause substantial or objectionable noise, (b) violate any laws or requirements of a Governmental Authority, (c) make void or voidable any insurance policy then in force with respect to the Premises or the Building, (d) make unobtainable from reputable insurance companies authorized to do business in the State of Connecticut at standard rates any fire insurance with extended coverage, or liability, elevator, boiler or other insurance required to be furnished by Lessor, (e) cause, or be likely to cause, physical damage to the Premises, the Building,

or any part thereof, (f) constitute a public or private nuisance, (g) impair the appearance, character or reputation of the Premises or the Building, (h) discharge objectionable fumes, vapors or odors into the Building's air conditioning system or into the Building's flues or vents or otherwise in such manner as may unreasonably offend other occupants, or (i) impair or interfere with any of the Building services, including the furnishing of electricity, or the proper and economic cleaning, air conditioning or other servicing of the Building or the Premises, or impair or interfere with the use of any of the other areas of the Building. The provision of this Section, and the application thereof, shall not be deemed to be limited in any way to or by the provisions of any other Section of this Article or any of the Rules and Regulations set forth in Schedule B hereto and Lessee further represents that such use will not, so long as reasonably exercised, constitute an objectionable use, or void or violate any insurance, or make any insurance unobtainable at standard rates.

- 7.4. Lessee shall, at Lessee's sole cost and expense, and to the extent required by law, comply with the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. to the extent said Act affects the Premises, as opposed to the Building in general.
- 7.5. Lessee shall not place a load upon any floor of the Premises that exceeds the floor load per square foot that such floor was designed to carry, and which is allowed by certificate, rule, regulation, permit or law. If Lessee wishes to place any safe, heavy machinery, heavy equipment, bulky matters, or fixtures in the Premises, it may do so at its own expense, but Lessor reserves the right to prescribe their weight and position. Business machines and mechanical equipment in the Premises shall be placed and maintained by Lessee, at Lessee's expense, in such manner as shall be sufficient in Lessor's judgment, reasonably exercised, to absorb vibration and noise and prevent annoyance or inconvenience to any other Lessee or occupant of the Building.
- 7.6. Lessee, at Lessee's expense, shall be required to obtain all governmental licenses and permits, including, without limitation, building certificates of occupancy except in the case of existing improvements (unless the existing improvements have been modified or altered by Lessee or on behalf of Lessee) and/or improvements to the Premises or Building undertaken by Lessor (unless these improvements have been performed on behalf of Lessee) that shall be required for the proper and lawful conduct of Lessee's business in the Premises or any part thereof, and shall duly and timely procure and thereafter maintain such licenses, permits and certificates and submit the same for inspection by Lessor. Lessee shall at all times comply with the terms and conditions of each such license, permits, and certificates, but in no event shall failure to procure and maintain same by Lessee affect Lessee's obligations hereunder.
- 8. Conduct of Business by Lessee: Lessee will not do or permit to be done in Premises, or the Building of which they form a part, or bring or keep anything therein outside of what is normal and customary in the operation of a credit union as provided for Section 7.1 herein, which shall in any way increase the rate of fire or other insurance on said building, or on the property kept therein, or obstruct, or interfere with rights of other Lessees, or in any way, injure them, or those having business with them, conflict with the fire laws or regulations or with any insurance policy upon said Building or any part thereof, or with any statutes, rules or regulations established by the Federal government or by the State, City or County in which the subject property is located. Lessee agrees to pay any increase in insurance premiums

resulting from Lessee's use or occupancy of the Premises, or from any act or omission of Lessee.

9. Hazardous or Flammable Materials: Lessee will not use or permit Premises or any parts thereof to be used for a hazardous purpose or for any other purpose other than that herein before specified, without the prior written consent of Lessor.

## 10. Condition of Premises/Maintenance:

- Lessee has examined the Premises and accepts them in their present condition 10.1. (without any representations on the part of Lessor or its agents as to the present or future condition of said Premises, except as otherwise expressly provided herein). Lessee agrees to do no waste to the Premises, and Lessee shall maintain and take good care of the Premises, the fixtures and appurtenances therein. Lessor shall maintain and operate the heating, ventilating, air conditioning, plumbing, glass, lighting and other systems. Lessee, at its sole cost and expense, shall make all necessary repairs to the Premises as and when needed. All damage or injury to the Premises and/or to its fixtures, glass, appurtenances, and equipment caused by Lessee shall be replaced, restored, or repaired promptly by Lessee. All aforesaid repairs, restorations and replacements shall be in quality and class equal to the original work or installments and shall be done in a good and workmanlike manner. Lessee shall quit and surrender the Premises at the end of the Term in the same condition as it received the Premises, reasonable wear and tear, and casualty loss as more fully discussed in Paragraph 22 hereof, excepted, and shall turn over all keys to the Premises at such time. Lessee further agrees to keep said Premises and all parts thereof in a clean and sanitary condition and free from trash and other objectionable matters. Lessor shall clean and empty trash daily. Neither Lessor nor any agent or employee of Lessor had made any representations or promises with respect to the Premises or the Building except as herein expressly set forth and no rights, privileges, easements, or licenses are acquired by Lessee except as herein expressly set forth. Lessee, by taking possession of the Premises, acknowledges that the Premises and its systems are in good and satisfactory condition at the time of such taking of possession.
- 10.2. Lessor, at its expense, will make, or cause to be made structural repairs to exterior walls, roof, structural columns, and structural floor which collectively enclose the Premises (excluding, however, all doors, door frames, storefronts, windows, and glass); provided Lessee shall give Lessor notice of the necessity for such repairs. Notwithstanding the foregoing, if the necessity for such repairs shall have arisen from or shall have been caused by the negligence or willful acts of Lessee, its agents, concessionaires, officers, employees, licensees, invitees or contractors, Lessor may make or cause the same to be made, but shall not be obligated to do so, and Lessee agrees to pay to Lessor promptly upon Lessor's demand, as Additional Rental, the reasonable cost of such repairs, if made, without delay but with interest thereon at the Default Rate until paid. In the event Lessor elects not to make such repairs caused by Lessee's negligence, Lessor may require Lessee to make such repairs at Lessee's sole cost and expense.

11. Sublet & Assignment: Lessee shall not assign this Lease Agreement or sublease the

Premises, or any part thereof, or mortgage, pledge or hypothecate its leasehold interest or any part thereof, whether by operation or law or otherwise.

12. Alterations & Improvements: Lessee will not make any alterations, installation, changes, replacements, additions, or improvements, structural or otherwise, in or to the demised premises or any part thereof, without the prior written consent of Lessor. It is distinctly understood that all alteration, installations, changes, replacement, additions to or improvements upon the demised premises (whether with or without Lessor's consent) shall at the election of Lessor remain upon the demised premises and be surrendered with the demised premises at the expiration of this Lease, without disturbance, molestation, or injury. Should Lessor elect that alterations, installations, changes, replacements, additions to or improvements upon demised premises be removed, upon termination of this Lease or upon termination of any renewal period hereof, Lessee hereby agrees to cause same to be removed at Lessee's expense and Lessee hereby agrees to reimburse Lessor for the cost of such removal together with any and all damages which Lessor may suffer and sustain by reason of failure of Lessee to remove the same. In the event that any mechanic's lien is filed against the premises as a result of alterations, additions or improvements made by Lessee, Lessor, at its option, after (30) days' notice to Lessee, may terminate this Lease and may pay the said lien, without inquiring into the validity thereof, and Lessee shall forthwith reimburse Lessor the total expense incurred by Lessor in discharging the said lien, as additional rent hereunder.

All damage done to the building by taking in or removing Lessee's office equipment, or due to its being in the premises, shall be repaired at the expense of Lessee. No freight, furniture or other bulky matter of any description will be received in the building or carried in the elevators, except as approved by Lessor or except during the course of moving into and out of demised premises. Moving in date(s) and moving out date(s) are subject to Lessor written consent, which consent shall not be unreasonably withheld. Lessee agrees promptly to remove from the public area adjacent to said building any of Lessee's merchandise there delivered or deposited.

- **13.Signs:** Lessee agrees that no signs, awnings, advertisement, or notice shall be inscribed, painted, or affixed on any part of the outside of the Premises or building.
- 14. Right To Inspect & Exhibit: Lessee further agrees that it will allow Lessor, its agent or employees, upon reasonable prior notice to Lessee, except in the case of an emergency or the need for utility companies to access meters, when no prior notice shall be required, to enter the Premises at reasonable times to examine, inspect, or to protect the same or prevent damage or injury to the same, or to make such alterations and repairs as Lessor may deem necessary; or to exhibit the same to prospective Lessees during the last six months of the term of this Lease, or during any holdover prior or following any default of Lessee as provided herein. Notwithstanding, Lessor reserves the right, upon reasonable notice and at a reasonable time, to inspect the premises upon the completion of the alterations and improvements in paragraph 12 above. Lessor shall be commercially reasonable in efforts to minimize any interference with Lessee's business operations.
- 15. Rules & Regulations: Lessee coven ants that the following rules and regulations, such rules and regulations as set out in Schedule B hereto, and such other and further reasonable rules and regulations as Lessor may make and which in Lessor's judgment are needful for the

general well-being, safety, care and cleanliness of Premises and the building of which they are a part together with their appurtenances, shall be faithfully kept, observed and performed by Lessee, and by his/her agents, servants, employees and guests unless waived in writing by Lessor.

- 15.1. Sidewalks, entries, passages, and staircases and other parts of the building, which are not occupied by Lessee, shall not be obstructed or used for any other purpose than ingress or egress, except as otherwise permitted under this Lease.
- 15.2. No additional locks shall be placed upon any exterior doors of Premises without prior written consent by Lessor, and further subject to Lessee delivering to Lessor a key for each approved lock installed; and doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress or egress. Lessee shall advise Lessor if any alarm system is being installed in Premises and provide Lessor with any access key or code to be used as referenced in paragraph 14.
- 15.3. Lessor shall provide fire extinguishers of the type and size as Lessor shall reasonably designate which fire extinguishers shall remain in the Premises throughout the term thereof.
- 15.4. Lessee covenants and agrees that no accumulating of boxes, barrels, packages, wastepaper, or other articles shall be permitted in or upon the Premises, except as normal and customary in the day-to-day and ordinary operation of a credit union.
- 15.5. In the event that Lessee fails to maintain the Premises free of pests, Lessor may, at its option, engage a pest control contractor to remediate or seek to prevent the presence of insects and/or other pests on or about the Premises or Building and Lessee shall reimburse Lessor's costs for same not later than twenty (20) days from receipt of Lessor's invoice, upon penalty of default. If Lessor determines that the entire Building must be treated, then Lessee shall reimburse Lessor for Pest Control Proportional Share of costs for the same.
- 16.Injury to Premises, glass insurance, etc.: All injury to Premises or the building of which they are a part, caused by Lessee and all breakage done by Lessee, shall be repaired by Lessee, at the expense of Lessee. In the event Lessee fails to do so, then Lessor shall have the right to make such necessary repairs, alterations and replacements, structural, non-structural or otherwise and the actual charge or cost so incurred by Lessor shall be paid by Lessee.
- 17. Services & Utilities: Subject to Section 10 hereof, Lessee represents that it has inspected the utilities and services furnished to the Premises and accepts that they are adequate for Lessee's intended use of the Premises. Such utilities and services furnished to the Premises for the benefit of Lessee shall be provided and paid for by Lessor. Lessor shall not be liable for any interruption or delay in any of the above services for any reason, unless caused by an intentional act or omission of Lessor.
  - 17.1. Electricity.

- 17.1.1. The expense for the electricity provided and consumed on the Premises shall be paid by Lessor.
- 17.1.2. Lessor, except in the case of Lessor or Lessor's agent's, negligent act or omission, shall not be liable in any way to Lessee for any failure or defect in the supply or character of electricity furnished to the Premises by reason of any requirement, act or omission of the public utility serving the Building or for any other reason not attributable to Lessor; provided, however, Lessor will use commercially reasonable efforts to affect any necessary remedy.
- 17.1.3. Lessee's use of electricity in the Premises shall not, at any time, exceed the capacity of any of the electrical conductors and equipment in or serving the Premises. Lessee shall not, without Lessor's prior consent, which consent shall not be unreasonably withheld, delayed, or conditioned, make any alteration or addition to the electrical systems in the Premises.
- 17.2. Cable, internet and other online connection services.
  - 17.2.1. The expense for cable, internet and other online connection services provided and consumed on the Premises shall be paid by Lessee.
  - 17.2.2. Lessor, except in the case of Lessor or Lessor's agent's, negligent act or omission, shall not be liable in any way to Lessee for any failure or defect in the supply or character of cable, internet and other online connection services furnished to the Premises by reason of any requirement, act or omission of the company serving the Building or for any other reason.

Lessor shall not be liable for any interruption or delay in any of the above services for any reason, unless caused by an intentional act or omission of Lessor.

# 18. Covenant to Defend, Indemnify, and Hold Harmless.

18.1. Lessee shall defend and indemnify Lessor (including Lessor's agents, servants, and employees, hereinafter "Lessor") and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, at or about the Premises, or arising from or out of the occupancy or use by Lessee (including Lessee's agents, servants, employees, invitees, or concessionaires, hereinafter "Lessee") of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, lessees, invitees or concessionaires. If Lessor shall be made a party to any litigation or claim commenced by or against Lessee for such cause, or if Lessor alone is sued for such cause, then Lessee agrees to defend and indemnify and hold Lessor harmless. Lessee agrees also to pay all reasonable costs, expenses and attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in this Lease Agreement.

- 18.2. Lessor shall not be liable for any accident or damage resulting through the use of heating, cooking, electrical, and plumbing or other apparatus, unless caused by the negligent acts of Lessor, its agents, servants, or employees. All personal property of Lessee in the Premises or in the building shall be at the risk of Lessee. Absent Lessor's own negligent act or omission to act, or that of any agent of Lessor, Lessor shall not be responsible for the loss of or damages to property or injury to persons, occurring in or about the Premises, by reason of any existing or future condition, defect, matter or thing in said Premises or the property of which the Premises are a part, or for the acts, omissions or negligence of other persons or Lessees in and about the said property. Lessee agrees to defend and indemnify and save Lessor harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the Premises, unless caused by the negligent acts of Lessor, its agents, servants and/or employees.
- 19. Default by Lessee: This Lease Agreement is subject to the limitation that if, at any time, any one or more of the following events (herein called an "Event of Default") shall occur, then Lessor, in addition to the other rights and remedies it may have, shall have the right immediately to declare this Lease Agreement terminated and all of the right, title and interest of Lessee hereunder shall wholly cease and expire upon receipt by Lessee of a Notice of Termination from Lessor. Lessee shall then quit and surrender the Premises to Lessor but shall remain subject to all the rights and remedies of Lessor as provided in this Lease Agreement or otherwise. The Events of Default are:
  - 19.1. If Lessee shall make an unapproved assignment of this Lease Agreement; or
  - 19.2. If any petition shall be filed against Lessee in any court, whether or not pursuant to any statute of the United States or of any State, in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, and Lessee shall thereafter be adjudicated bankrupt, or such petition shall be approved by the Court, or the Court shall assume jurisdiction of the subject matter and if such proceedings shall not be dismissed within ninety (90) days after the institution of the same, or if any such petition shall be so filed by Lessee; or
  - 19.3. If, in any proceedings, a receiver or trustee be appointed for Lessee's property and such receivership or trusteeship shall not be vacated or set aside within ninety (90) days after the appointment of such receiver or trustee; or
  - 19.4. If Lessee shall fail to pay any installment of the Rent or Additional Rent or any part thereof when the same shall become due and payable, or if Lessee shall fail to pay any late fee, within ten (10) business days from the date due; or
  - 19.5. If Lessee shall fail to pay when same shall become due and payable any other charge required to be paid by Lessee hereunder; or
  - 19.6. If Lessee shall fail to perform or observe any other material requirement, condition, covenant or agreement of this Lease Agreement on the part of Lessee to be performed or observed and such failure shall continue for twenty one (21) days, after written Notice

thereof from Lessor to Lessee, provided, however, if Lessee shall have commenced to cure such default, but such default is incapable of being cured within such 21 day period, such period shall be extended as necessary, provided Lessee shall continue to diligently cure such default.

#### 20. Lessor's Remedies:

- 20.1. If this Lease Agreement shall be terminated as provided herein, Lessor or Lessor's agents or employees may immediately, either by summary dispossess proceedings or by any suitable action or proceeding at law, repossess and enjoy the Premises, together with all alterations, additions, and improvements thereto, without being liable for indictment or prosecution for damages therefore, and repossess and enjoy the Premises. In the event of such re-entry and repossession, Lessor may store Lessee's property in a public warehouse or elsewhere at the cost and for the account of Lessee.
- 20.2. In case of any such termination, and lawful re-entry or dispossess by summary proceedings or otherwise, all rents and other reasonable charges required to be paid up to the time of such termination, and lawful re-entry or dispossess, shall be paid by Lessee and Lessee shall also pay to Lessor all reasonable expenses which Lessor may then or thereafter incur for legal expenses, management fees and brokerage commissions and all other reasonable costs paid or incurred by Lessor in repossessing the Premises, including reasonable cleaning and cosmetic maintenance costs to prepare the Premises to the order and condition necessary to relet same, for reletting thereof, and for any other reasonable item or cost which Lessor incurs as a result of Lessee's Event of Default (collectively, "Lessor's Expenses").
- If this Lease Agreement be terminated as prescribed above, Lessee nevertheless 20.3. covenants and agrees, notwithstanding any lawful entry or re-entry by Lessor whether by summary proceedings, termination or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the monthly installments of Rent, Additional Rent and other charges due under the terms of this Lease Agreement, as if this Lease Agreement had not been terminated; but in the event the Premises be relet by Lessor, Lessee shall be entitled to a credit (but not in excess of the Rent or Additional Rent or other charge reserved under the terms of this Lease Agreement) of the amount of Rent received by Lessor upon reletting the Premises, less Lessor's Expenses. As an alternative, at the election of Lessor, Lessee shall pay to Lessor as damages such a sum as at the time of such termination represents the amount of the excess, if any, of the then present value of the total Rent, Additional Rent and other benefits which would have accrued to Lessor under this Lease Agreement for the remainder of the Lease Term and any extension thereof (if such right of extension has been exercised), if the provisions of this Lease Agreement had been fully complied with by Lessee over and above the then present market rent value of the Premises for the balance of the Lease Term or any extension thereof. Suit or suits for the recovery of the deficiency of damages referred to in this Paragraph or for any installment or installments

3

of annual Rent or Additional Rent hereunder, or for a sum equal to any such installment or installments, may be brought by Lessor at once or from time to time at Lessor's election, and nothing in this Lease Agreement contained shall be deemed to require Lessor to await the date whereon this Lease Agreement or the Lease Term and any extension thereof (if such right of extension has been exercised), would have expired by limitation had there been no such default by Lessee or no such cancellation or termination.

- 20.4. No failure by Lessor to insist upon the strict performance of any covenant, agreement, term, or condition of this Lease Agreement or to exercise any right or remedy consequent upon breach thereof, and no acceptance or payment, as the case may be, of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease Agreement, but each and every covenant, agreement, term and condition of this Lease Agreement shall continue in full force and effect with respect to any other existing or subsequent breach thereof.
- 20.5. Each right and remedy of Lessor or Lessee provided for in this Lease Agreement shall be cumulative and shall be in addition to every other right and remedy provided for in this Lease Agreement now or hereafter existing at law or in equity, by statute or otherwise.
- 21.Late Payment of Rent: Notwithstanding anything in the Lease to the contrary and without prejudice to any and all other rights and remedies of Lessor hereunder or at law or in equity, any payment of Rent and/or Additional Rent not received by Lessor within ten (10) days of the date the same is due shall bear interest at a rate of twenty one (21) percent per annum, and said interest shall be deemed Additional Rent. In the event said interest rate shall be ever deemed usurious under any existing or future laws, then said interest rate shall be the highest rate permitted by law.
- 22. Damage by Fire, Explosion or Otherwise: In the event of the destruction of the Premises or the building containing the said premises by fire, explosion, the elements, or otherwise during the term hereby created, or previous thereto, or such partial destruction thereof as to render the premises wholly untenable or unfit for occupancy, or should the Premises be so badly injured that the same cannot be repaired within ninety days from the happening of such injury, then, and in such case, the term hereby created shall, at the option of Lessor or Lessee, cease and become null and void from the date of such damage and destruction, and Lessee shall immediately surrender said premises and all Lessee's interest therein to Lessor and shall pay rent only to the time of such destruction, in which event Lessor may reenter and repossess the Premises thus discharged from this Lease and may remove all parties therefrom. Should the Premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety days from the happening of said injury, Lessor shall repair the same with reasonable speed and the rent shall not accrue after said injury or while repairs are being made but shall recommence immediately after said repairs shall be completed and a Certificate of Occupancy has been issued therefore and Lessee shall be legally able to occupy the same. But if the Premises shall be so slightly injured, as not to be rendered untenable and unfit for occupancy, Lessor agrees to repair the same with reasonable

promptness and in that case the rent accrued and accruing shall not cease or determine, but shall be abated for any portion of the Premises which shall be unfit for occupancy on a pro rata basis until same is able to be legally occupied by Lessee pursuant. Lessee shall immediately notify the Lessor in case of fire or other damage to the Premises. No compensation, or claim, or diminution of rent will be allowed or paid by Lessor by reason of inconvenience, annoyance or injury to business arising from the necessity of repairing the Premises or the building of which they are a part; provided, however, Lessor shall not unreasonably interfere with Lessee's use and occupancy of the Premises and shall proceed with reasonable diligence to perform such repairs.

- 23. Subordination to Mortgages & Deeds of Trust: INTENTIONALLY OMITTED
- 24. Eminent Domain, Condemnation: INTENTIONALLY OMITTED.
- 25.Lease Binding on Heirs, Successors, Etc.: It is agreed that all rights, remedies, and liabilities herein given to or imposed upon either party hereto shall extend to their respective heirs, successors, executors, administrators, and assigns, provided, however, that this lease shall not be assigned by Lessee, except as set forth above in Section 11 of this Lease.
- 26. Holding Over by Lessee: It is further understood and agreed by and between the parties hereto that in the event Lessee shall not immediately surrender said Premises on the day after the end of Term or any renewal term hereby created, then Lessor may at its option elect to treat Lessee as a Lessee by the month at three times the rental per month of the monthly installment of rent agreed by Lessee to be paid as aforesaid, commencing said monthly tenancy with the first day next after the end of the term above demised; and said Lessee as a monthly Lessee shall be subject to all conditions and covenants of this Lease as though the same had originally been a monthly tenancy; and said Lessee shall give Lessor at least thirty (30) days written notice of any intention to quit said Premises, except in the event of non-payment of rent in advance or of breach of any other covenant by said Lessee, in which event said Lessee shall not be entitled to any notice to quit, the thirty (30) days' notice to quit being hereby expressly waived; provided, however, that in the event Lessee shall hold over after the expiration of the term hereby created, and if Lessor shall desire to regain possession of said Premises promptly at expiration of the term aforesaid, then at any time prior to Lessor's acceptance of rent from Lessee as a monthly Lessee hereunder, Lessor, at its option may forthwith lawfully reenter and take possession of said Premises by any legal process in force in the State of Connecticut.
- 27. Abandonment of Personal Property: Lessor shall not be responsible or liable for loss in any event from any of the property of Lessee brought into the Premises or left therein by Lessee upon the termination of this lease. All personal property (including trade fixtures) left in the Premises, upon removal of Lessee during or at the end of the term shall be considered abandoned by Lessee and may be disposed of by Lessor as it sees fit.
- 28.Construction of Lease: Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution. The captions, section

numbers, article numbers, and index appearing in this lease are inserted as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this lease or in any way affect this lease.

29. Notices: Payments shall be made to City of Bridgeport, Department of Finance. All notices explicitly required to be given hereunder by either party to the other shall be given by certified or registered mail return receipt requested. Notifications from Lessor may be sent via electronic mail which may include but not be limited to Billing Statements, Invoices, Late Fee Notification, Delinquency Notification, Lease Amendments and Renewals, etc. Notices to the respective parties shall be addressed as follows:

If to Lessor:

Department of Finance

City of Bridgeport

999 Broad Street, 2<sup>nd</sup> Floor

Bridgeport, CT 06606

with copies to

City Attorney

999 Broad Street, 2<sup>nd</sup> Floor

Bridgeport, CT 06604

If to Lessee: At the Demised Premises or to Lessee's provided electronic mail address.

Either party may, by like written notice, designate a new address and /or addressee to which such notices shall be directed. All notices shall be deemed given upon receipt.

- 30.Peaceful Possession: Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and Additional Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peaceably and quietly enjoy the Premises hereby demised, free from any interference, molestation or acts of Lessor, or of anyone claiming by, through or under Lessor, subject nevertheless, to the terms and conditions of this Lease and to any ground lease, underlying leases and mortgages as herein before provided.
- 31.Broker's Commissions: Lessee warrants and represents it has not had or dealt with any realtor, broker, or agent in connection with this lease, and agrees to pay and to hold Lessor harmless from any cost, expense or liability (including costs of suit and reasonable attorney s fees) for any compensation, commission or charges claimed by any realtor, broker or agency claiming to have acted by or on behalf of Lessee with respect to this Lease and the negotiation thereof.
- 32. Obligations: The provisions of this Section 32 shall be applicable if there shall occur, on or after the Commencement Date, any strikes, lockouts or labor disputes, inability to obtain labor or materials or reasonable substitutes therefore, or acts of God, pandemic governmental restrictions, regulations or controls, enemy or hostile government action, civil

commotion, riot or insurrection, fire or other casualty or other events similar or dissimilar to those enumerated in this Section 32, beyond the reasonable control of the Party obligated to perform. If Lessor or Lessee, as a result of any of the above-mentioned events, shall fail punctually to perform any term, covenant or condition on its part to be performed under this Lease, then such failure shall be excused and not be a breach of this Lease by the Party in question, but only to the extent and for the time occasioned by such event. Simple lack of funds and/or inability to procure financing shall not be deemed to be an event of any unavoidable delay as in this Article provided.

- 33. Estoppel: Upon request of Lessor, Lessee will execute and deliver to Lessor an instrument prepared by Lessor stating, if the same be true, that this Lease is a true and exact copy of the lease between the parties hereto, that there are no amendments hereof (or stating what amendments there may be), that the same is then in full force and effect and that, to the best of Lessee's knowledge, there are then no offsets, defenses or counterclaims with respect to the payment of rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of Lessee to be performed, and that as of such date no default has been declared hereunder by either party hereto and that Lessee at the time has no knowledge of any facts or circumstances which it might reasonably believe would give rise to a default by either party.
- 34. Partial Invalidity: If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by law, and the remaining provisions of this lease shall be interpreted so as to nearly as possible conform to the intent of the parties as indicated in this lease.

#### 35.Insurance:

- 35.1. At all times during the Term of this Lease and at any other time Lessee shall have access to the Premises to ready the same for its occupancy, Lessee shall, at its own cost and expense, carry and maintain the following insurance with insurance carriers and in forms reasonably acceptable to Lessor:
  - 35.1.1. Comprehensive General Liability insurance coverage, for bodily injury, personal injury, property damage and contractual liability, with limits of not less than \$1,000,000.00 combined single limit liability, per occurrence.
  - 35.1.2. Excess Liability insurance in umbrella form with limits of not less than \$3,000,000.00 combined single limit bodily injury and property damage liability, per occurrence.
  - 35.1.3. "All Risk" coverage, including, but not limited to, fire, vandalism, theft, with extended coverage, on Lessee's property and all improvements in the Premises.

- 35.1.4. Worker's Compensation insurance in such amounts as may be required by law or regulation and employer's liability coverage in an amount not less than \$500,000.00 per occurrence.
- 35.1.5. Cyber security insurance for all in and outgoing transmission lines (utilized for phones, texts, emails and any other credit union/banking services including but not limited to the deposit and transmission of funds in and out of the credit union) from leased premises to provider of services connection, at such coverage amounts as may be required by applicable law or regulations, and for which said coverage amount is to be no less than that provided for at other Sikorsky financial credit Union, Inc. branch locations.
- All insurance required to be maintained by Lessee shall be issued by insurance 35.2. companies authorized to do business in the State of Connecticut and rated not less than A-VII in Best's Insurance Guide. A certificate of insurance evidencing the insurance required under this Article 35, shall be delivered to Lessor not less than ten (I0) days prior to the Commencement Date, or Lessees' access to the Premises, whichever is earlier. Every policy of insurance referred to in this Lease and each certificate therefore issued by the insurer shall (a) contain an express agreement by the insurer that no cancellation or nonrenewal in the coverage afforded under said policies will be effective until at least (to the extent same may be obtained by the insurance company) thirty (30) days' (fifteen (15) days' in the event of non-payment of premiums) prior written notice of such cancellation, non-renewal, or reduction has been given by the insurer to Lessor; (b) contain a standard mortgagee and loss payable clause in favor of any mortgagee designated by Lessor, and (c) provide for a waiver of all rights of recovery by way of subrogation against Lessor. Lessee shall promptly advise Lessor of any policy cancellation, reduction, non-renewal, or amendment. All commercial general liability policies of insurance carried pursuant to this Article shall name as an additional named insured Lessor (and its agents, servants, and employees), Lessor property management company and, if required, each mortgagee of the Premises, and each lessee of either or both the Building and the land thereunder, as their respective interests may appear.
- 35.3. If Lessee shall fail to maintain such insurance as is required by this Article, Lessor may obtain such insurance, the amount of the premium or premiums paid by Lessor for such insurance shall be collectible as Additional Rent on the date on which the next installment of Rent is due hereunder following delivery by Lessor of an invoice therefor,
- 35.4. Lessee hereby waives any rights of action against Lessor for loss or damage covered by the insurance required hereunder and Lessee covenants and agrees to obtain a waiver from the carriers of such insurance policies releasing such carrier's subrogation rights as against Lessor. Lessee shall provide Lessor with Certificates of insurance which shall evidence that the insurance required hereunder is in full force and effect, that such insurance will not be terminated or canceled without (to the extent same may be obtained by the insurance company) thirty (30) days' prior written notice to Lessor by the carrier of such insurance and that the carrier of such insurance waives all right of recovery by way of subrogation against Lessor. Lessee shall deliver new Certificates

showing the renewal of the coverage at least ten (10) days prior to the expiration of the existing coverage.

- 35.5. Lessee shall not do anything, or suffer or permit anything to be done in or about the Premises or the Building which shall (a) subject Lessor to any liability or responsibility for injury to any person or property by reason of any activity being conducted on the Premises, (b) cause any increase in the fire insurance rates applicable to the Premises, the Building or equipment or other property located therein, or (c) be prohibited by any license or other permit required or issued by Governmental Authority. Lessee, at Lessee's expense, shall comply with all rules, orders, regulations or requirements of the City of Bridgeport Fire Marshall and the Connecticut Fire Insurance Rating Organization or any similar body. In the event that any alteration of the Premises by Lessee, any act or omission of Lessee, or Lessee's occupancy of the Premises shall cause the rate of fire or other insurance on the Building or the Premises to be increased, Lessee shall pay the amount of any such increase as Additional Rent on the date on which the next installment of Rent is due hereunder following delivery by Lessor of an invoice therefore.
- 35.6. Deductible/Self Insured Retention (Sir) Amount. The aforementioned insurance coverage shall contain a minimal deductible and/or self-insured retention (SIR) amount that is acceptable to the Lessor and shall be no more than \$5,000 per occurrence, and the Lessee shall be responsible to defend, indemnify, and hold the Lessor harmless for any deductible or SIR amount so as to ensure no gap in defense or coverage for the Lessor as to any occurrence, i.e., the payment of any deductible or SIR shall be the responsibility of the Lessee, and not the Lessor, as to any occurrence covered by insurance.
- 35.7. If Lessee fails to provide the aforementioned insurance in which the City (and its agents, servants, and employees) are named as additional named insureds under said policies, the Lessee will be responsible to, and agrees to, defend, indemnify, and hold the City (and its agents, servants, and employees) harmless for any claims or lawsuits for which the City (and its agents, servants, and/or employees) would have otherwise received defense and coverage under the aforesaid insurance policies.
- 35.8. Cyber Security and Protection. The Lessee shall be responsible to provide its own security and protection for all cyber services as to all in and outgoing lines (utilized for phone, texts, emails, and any other credit union/banking services including, but not limited to, the deposit and transmission of funds in and out of the Lessee/Sikorsky Financial Credit Union accounts. Lessor shall have no responsibility to Lessee or any other party for any security breaches related to the aforementioned cyber services.
- 36.Sale of Premises: The term Lessor as used in this Lease shall mean the owner or Lessor for the time being of the Premises or the building of which the Premises are a part and the land on which it stands; and if such land and building or lease be sold or transferred, the seller or assignor shall be entirely relieved of all covenants and obligations under this Lease, and it shall be deemed without further agreement between the parties hereto and their

successors that the purchaser on such sale has assumed and agreed to carry out all covenants and obligations of Lessor hereunder.

- 37. Parking: Lessee agrees that Lessee, its employees, visitors, and invitees may use public parking in those areas designated from time to time by Lessor. Lessee anticipates that it will have for (4) employees using the employee parking lot. All Lessee's visitors and invitees must use the visitor's parking lot across from 45 Lyon Terrace.
- 38. Alterations by Lessor: Lessor shall have the right from time to time to construct improvements in areas of the Building not within the Premises, or in the common areas, or to change the location or character of and to make alterations of or additions to other areas of the Building not within the Premises, or in the common areas and entrances and exits (however not the entrances and/or exits of the Premises), and to modify and/or reconstruct the second floor of the Building and to repair and reconstruct the same. Lessor reserves the right to at any time build additional stories on the building of which the Premises is a part or to build additions and enlargements to any part of said building outside the Premises; provided, however, Lessor shall not intentionally or negatively impact the visibility of the Premises. In making all alterations Lessor shall use commercially reasonable efforts to limit interference with Lessee's business.

Lessor agrees that when performing any alterations or improvements to the Building under the provisions of this Article 38 of the Lease, Lessor will use commercially reasonable efforts to complete the work in a prompt and expeditious and workmanlike manner, and in all events, perform the work in such a manner that (i) Lessee will reasonably be able to be open for business during said work, and (ii) will minimize, in general, any interference with Lessee's use, occupancy and enjoyment of the Premises; notwithstanding the foregoing, if because of Lessor's said work, it is commercially unreasonable for Lessee to be open for business during said work and Lessee does not open for business during said work for a period in excess of three (3) consecutive days, then Lessee shall be entitled to an abatement of basic rent and those items of scheduled periodic additional rent from and after the fourth (4th) through to the day when Lessee is again able to be open for business or does open for business. Lessee agrees that, prior to closing for business under this paragraph that Lessee shall give Lessor one (1) day written notice of its inability to open for business and the reasons therefore and shall afford Lessor an opportunity to abate the work which Lessee indicates creates the inability to operate.

- 39. Liens: Lessee shall not encumber this lease with any liens or cause, permit or suffer any of the property of Lessor of which the Premises are a part to become subject to any lien or other encumbrance as a consequence of any work by Lessee on the Premises or otherwise. In the event any such lien is filed, Lessee shall, after a forty-five (45) day right to cure, within thirty (30) days after written demand by Lessor promptly cause the same to be discharged by payment, filing of a bond, or otherwise.
- 40. Obnoxious Odors, Noise, Etc.: Lessee will not permit any unusual, offensive, or obnoxious noise, vibration, odors, light or other undesirable effect to emanate from the Premises, or otherwise unreasonably interfere with the safety, con?fort or convenience of Lessor or any other Lessee, occupant or member of the Building. Lessee shall, within ten (10) days after

written Notice from Lessor, install at Lessee's own cost and expense, control devices or procedures to eliminate such unusual, offensive, or obnoxious noise, vibration, odors, light or other undesirable effect if any. In the event such condition is not remedied within said ten (10) days or Lessee has not substantially begun to take necessary steps to remedy such condition, Lessor may at its discretion either (a) cure such condition and thereafter add the cost and expense incurred by Lessor to the next monthly rental to become due and Lessee shall pay said amount as additional rent or (b) treat such failure on the part of Lessee to eliminate such noise, vibration, or unusual or obnoxious odors as a material default thereunder entitling Lessor to any of its remedies pursuant to the terms of this lease.

- 41. Governing Law: This lease shall be governed by, and construed in accordance with, the laws of the State of Connecticut.
- 42. Execution and Counterparts: This Lease Agreement, or any abstract, memorandum or short form of this Lease Agreement, or both, may be executed in two or more counterparts each of which shall be an original, but all of which shall constitute one and the same instrument.
- 43. Commercial Transaction: COMMERCIAL TRANSACTION. THE PARTIES HERETO ACKNOWLEDGE THAT THIS IS A COMMERCIAL TRANSACTION AND LESSEE HEREBY EXPRESSLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION DEFENSE, COUNTERCLAIM, CROSSCLAIM AND/OR ANY FORM OF PROCEEDING WITH RESPECT TO THIS LEASE AND AS TO ANY ISSUE ARISING OR RELATING TO THE PREMISES OR THIS TRANSACTION.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS IS A COMMERCIAL TRANSACTION, AS THE TERM IS DEFINED IN SECTION 52-278(a) OF THE CONNECTICUT GENERAL STATUTES, AND LESSEE HEREBY EXPRESSLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS THAT IT MAY HAVE FOR NOTICE AND HEARING WITH RESPECT TO ANY PREJUDGMENT REMEDY OR REMEDIES, AS THAT TERM IS THEREIN DEFINED, AND HEREBY CONSENTS TO THE ISSUANCE OF ANY WRIT FOR SUCH PREJUDGMENT REMEDY OR REMEDIES ON BEHALF OF SAID LESSOR OR ASSIGNS WITH RESPECT TO ANY LAWSUIT OR CAUSE OF ACTION RELATING TO SAID LEASE AND/OR CLAIM INCIDENTAL THERETO WITHOUT SAID LESSOR HAVING TO FIRST OBTAIN A COURT ORDER PERMITTING SAME, AS MIGHT OTHERWISE BE REQUIRED. LESSEE SHALL EXECUTE, AT THE REQUEST OF LESSOR, A SEPARATE WRITTEN FORM OF WAIVER.

44. Waiver: Neither the failure of a party to complain of any act or omission on the part of the other party (however long the same may continue), nor the payment or acceptance of rent, nor the performance of any obligation, shall be deemed to be a waiver of any rights hereunder or of the right to recover the amount of any payment or the cost of any performance made or done under protest, whether or not such protest was made in writing. No waiver by either party shall be effective unless in writing and signed by the party asserted to have made such

waiver. No waiver of any breach of any provision of this Lease Agreement shall be deemed a waiver of a subsequent breach of any provision of this Lease Agreement or consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party such consent shall not be unreasonably withheld or delayed and, the grant of such consent or approval on any one occasion shall not constitute the consent or approval of (i) any other action on the same occasion, or (ii) the same action on a subsequent occasion. Each right and remedy which either party may have under this Lease Agreement or by operation of law shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative, and none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised, and any two or more or all of such rights and remedies may be exercised at the same time or successively.

- 45. Authorization: Lessor represents to Lessee that it is the owner of the land and building of which the Premises are a part in fee simple and has full right and authority to enter into this Lease with Lessee. Both Lessor and Lessee shall execute and deliver to the other its respective Resolution in the form attached hereto simultaneously with the execution and delivery of this Lease.
- 46. Security Agreement: In the event of a default by Lessee under the terms and provisions of Section 19 herein, beyond all applicable Notice and right to cure periods, Lessor is hereby granted a lien in addition to any statutory lien or right to detain that may exist, on all personal property of Lessee in or upon the Premises, to secure payment of the rent and performance of the covenants and conditions of this Lease. Lessor shall have the right, as agent of Lessee, to take possession of any furniture fixtures or other personal property of Lessee found in or about the premises and sell the same at public or private sale and to apply the proceeds thereof to the payment of any monies becoming due under this Lease, Lessee hereby waiving the benefit of all laws exempting property from execution levy and sale on distress or judgment. In the event it becomes necessary for landlord to enforce its rights and remedies hereunder, Lessee shall be liable for all such costs of enforcement, including attorney s fees and court costs.
- 47. Lessor's Right to Recapture: Notwithstanding any other provision of this Lease, Lessor, in its sole discretion, may terminate this Lease and recapture the Premises upon Lessee being closed to the public or failing to provide those services typically provided by a credit union for more than ten (10) consecutive days or for more than ten (10) days in any one thirty (30) day period, except if said closure or lack of services are for reasons beyond Lessee's control or if Lessee has obtained prior written consent for said closure. Lack of funds shall not constitute a reason beyond control.

# IN WITNESS WHEREOF, the parties have set their hands.

Amountanian Marieros	TENANT: Sikorsky Financial Credit Union, Inc.  By:
Banjanin Citrin	Date  LANDLORD: City of Bridgeport, Connecticut
	Ву:
	Date

STATE OF COUNTY OF	) ss: Yawfuld
On this the 27 Charles Hodding off instrument and acknowledged to Financial Credit Union, Inc., before	of Sikorsky Financial Credit Union, Inc., signer of the foregoing the same to be his/her free act and deed and that of Sikorsky
ANN MARIE MARREIROS Notary Public, State of Connecticut My Commission Expires April 30, 2027	NOTARY PUBLIC Commissioner of the Superior Court My Commission Expires 4-30-202
STATE OF CONNECTICUT COUNTY OF FAIRFIELD	) ss:
On this the signer of the foregoing instrume and that of the City of Bridgeport	day of, 2023 personally appeared of the City of Bridgeport, Connecticut, a municipal corporation and acknowledged the same to be his/her free act and deed thefore me
IN WITNESS WHEREOF, I	
	NOTARY PUBLIC Commissioner of the Superior Court My Commission Expires

### **SCHEDULE A** INVENTORY

The following items are city owned that will be utilized for Sikorsky credit union room 225,

- 4 cubicle workstations assembled as one large piece
- 2 L shaped wooden desks
- 6' feet of wooden cabinets and countertop (attached to wall)

## SCHEDULE B RULES AND REGULATIONS

#### 1) Security.

- a) Lessor may from time to time adopt appropriate systems and procedures for the security of the Building and all persons and property in the Building and Lessee will comply with Lessor's requirements relating to security. Lessee and Lessee's employees will be permitted in the Building 24 hours per day, 7 days per week except as provided below. During the continuance of any invasion, mob, riot, public excitement, or other circumstance rendering such action advisable in Lessor's opinion, Lessor reserves the right to prevent access to the Building, by closing the doors or otherwise, for the safety of tenants and protection of the Building and property in the Building. Lessor may from time to time install and change locking mechanisms on entrances to the Building, or any common area, but not the Premises (unless Lessee grants its consent to such installation or change, which consent shall not be unreasonably withheld, conditioned, or delayed). Lessee shall not add to or change existing lock mechanisms on any door in or to the Premises without the prior consent of Lessor, not to be unreasonably withheld, conditioned, or delayed. All keys or other devices serving the same purpose as keys issued to Lessee will remain the property of Lessor, may not be duplicated (without consent of Lessor, not to be unreasonably withheld, conditioned, or delayed) and must be returned to Lessor at the end of the term or upon request. Lessee shall not make or have made additional copies of any keys or access devices provided by Lessor without consent of Lessor, not to be unreasonably withheld, conditioned, or delayed. In the event of the loss of any keys or access devices so furnished by Lessor, Lessee shall pay Lessor therefore
- b) Lessee shall see that the doors of the Premises are closed and securely locked and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before Lessee or its employees leave such Premises, and that all utilities shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness Lessee shall make good all injuries sustained by other tenants, other occupants of the Building, or Lessor. Lessee shall observe and abide by all security measures or security systems for the Premises and/or the Building now in force or hereinafter adopted by Lessor, subject to the qualifications set forth in (12) above herein. Lessee shall not use any security systems or security measures that are in addition to or different from those provided by Lessor without Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned. If Lessor consents to such additional or different security systems or security measures (including, without limitation, extra locks, keys, guards, or alarms), Lessee shall pay Lessor, as Additional Rent, all costs, and expenses which Lessor incurs in connection with such increased security.
- 2) Windows. Lessee may not make any alterations to the windows without prior written consent.
- 3) Repairs; Maintenance, Alterations, and Improvements. Lessee shall carry out Lessee's repairs, maintenance, alterations, and Improvements in the Premises during normal business

hours or otherwise during times agreed to in advance by Lessor and, in all events, in a manner that will not interfere with the rights of other tenants in the Building.

- 4) Water Fixtures. Lessee shall not use water fixtures for any purpose for which they are not intended, nor shall water be wasted by tampering with such fixtures.
- 5) Heavy Articles. Lessee shall not place upon any floor of the Premises a load exceeding the designed load per square foot or the load allowed by law. Lessor may designate the location of any heavy articles in the Premises. No furniture, office equipment, packages or merchandise will be received in the Building, except during normal business hours or such other hours as may be approved by Lessor. Lessor shall prescribe the manner in which any merchandise, heavy furniture, equipment or safes shall be brought in or taken out of the Building. Lessee will, when moving items in and at the Premises, not interfere with the rights of other tenants at the Building. All damage done to the Building by taking in or out such merchandise, heavy furniture, or safes, or done to the Building while any of said property shall be therein, shall be made good and paid for by Lessee on demand as Additional Rent.
- 6) Use of the Premises. Lessee shall not suffer or permit the Premises or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein which would in any way:
  - Violate any Federal, State, or local ordinance having jurisdiction over the Premises or the Building; and
  - b) Violate any of the provisions of any lease, mortgage, or deed of trust to which this Lease is or may hereafter become subordinate provided same do not materially limit Lessee's rights under the Lease, and provided that Lessee is made aware of such provisions in writing before application of this restriction; and
  - c) Result in members of the general public loitering in, on, or about the Property; and
  - d) Which Lessor, in good faith, believes adversely affects the Premises, Building or surrounding areas and tenants.
- 7) Bicycles, Animals. Lessee shall not bring any animals or birds into the Building (other than "seeing eye dogs") and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Property except in the areas reasonably designated from time to time by Lessor for such purposes.
- 8) Deliveries. Lessee shall ensure that deliveries of materials and supplies to the Premises are made through such entrances and corridors during normal business hours and at such other times as may from time to time be designated by Lessor.

24

- 9) Furniture and Equipment. Lessee shall ensure that furniture and equipment being moved into or out of the Premises are moved through such entrances and corridors and during normal business hours and such other times as may from time to time be designated by Lessor.
- 10) Solicitations. Lessor reserves the right to restrict or prohibit canvassing, soliciting, or peddling in the Building.
- 11) Refuse. Lessee shall place all refuse in proper receptacles provided by Lessor and shall keep all other Common Areas free of all refuse. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City of Bridgeport, without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entryways provided for such purposes and at such times as Lessor shall designate.
- 12) Obstructions. Lessee shall not obstruct or place anything in or on the sidewalks or driveways outside the Building or in the lobbies, corridors, stairwells, or any other common area, or use such locations for any purpose except access to and exit from the Premises, without Lessor's prior written consent. Lessor may remove at Lessee's expense any such obstruction or thing (unauthorized by Lessor) without notice or obligation to Lessee.
- 13) Employees and Agents. In these Rules and Regulations, "Lessee" includes the employees, invitees, agents, and licensees of Lessee and others permitted by Lessee to use or occupy the Premises.
- 14) Access. Except as permitted pursuant to the terms of this Lease, sidewalks, halls, passages, exits, entrances, escalators and stairways shall not be obstructed by Lessee or used by Lessee for any purpose other than for ingress and egress from the Premises. The halls, passages, exits, entrances, and stairways are not for the use of the general public and Lessor shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Lessor, may be prejudicial to the safety, character, reputation and interests of the Building or its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Lessee normally deals in the ordinary course of Lessee's business unless such persons are engaged in illegal activities. Lessee shall not go upon the roof of the Building, except as authorized by Lessor.
- 15) Signs. No sign, placard, picture, name, advertisement or notice visible from the exterior of the Premises shall be inscribed, painted, affixed, installed or otherwise displayed by Lessee either on the Premises or any part of the Property.
- 16) Electricity, Water, Heating and Air-Conditioning. As more specifically provided in the Lease, Lessee shall not waste electricity, water, heat, or air-conditioning and agrees to cooperate fully with Lessor to assure the most effective and efficient operation of the Building's heating and air conditioning and shall refrain from attempting to adjust any controls other than room thermostats installed for Lessee's use.

- 17) Hazardous Substances. Lessee shall not use or keep in the Premises or the Building, any kerosene, propane, gasoline or inflammable or combustible fluid or material.
- 18) Wiring. Lessor will direct electricians as to where and how telecommunications electrical and data transmissions wires, cables and/or conduits are to be introduced or installed. No boring or cutting for wires will be allowed without the prior written consent of Lessor, such consent not to be unreasonably withheld, conditioned, or delayed.
- 19)Radio and Television. Lessee shall not install any radio or television antenna, loudspeaker or any other device on the exterior walls or the roof of the Building. Lessee shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.
- 20)Infestation. If the Premises become infested with insects or vermin (or a reasonable threat of such infestation exists), Lessee, at its sole cost and expense, shall cause the Premises to be exterminated, from time to time, to the satisfaction of Lessor, and shall employ such exterminators therefore as shall be approved by Lessor.
- 21) Vehicles. Employees may not allow members or visitors access to use the employee parking lot. With Lessor's consent, Lessee's contractors may access the employee parking lot in order to complete necessary repairs.
- 22)Control of Property. Lessor reserves the right to exclude or expel from the Building and/or the Premises any person who, in Lessor's judgment is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.
- 23)Lessee's Responsibility. Lessee assumes any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.
- 24) Waiver. Lessor may waive anyone or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Lessor shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Lessor from thereafter enforcing any such Rules and Regulations against any or all tenants of the Building.
- 25)Additional Rules and Regulations. Lessor reserves the right to make such other rules and regulations as in its judgment may from time to time be needed or appropriate for safety and security, for care and cleanliness of the Building and for the preservation of safety, efficiency and order therein. Lessee agrees to abide by all such Rules and Regulations hereinafter stated and any additional rules and regulations that are adopted.

- 26)Observance of Rules and Regulations. Lessee shall be responsible for the observance of all of the foregoing Rules and Regulations by Lessee's employees, agents, clients, members, invitees, and guests.
- 27) Definition of Terms. Unless otherwise defined, terms used in these Rules and Regulations shall have the same meaning as in the Lease.

# Item # 55-22

Agreement with the National Association of Government Employees (NAGE), Local R1-200 for the period of July 1, 2022 through June 30, 2026 regarding their Bargaining Unit Contract.



Report of Committee on

Contracts

City Council Meeting Date: May 15, 2023

Attest:

Lydia N. Martinez / City Clerk

Joseph P. Ganim, Mayor

Approved by:

Date Signed:

ATTEST CLERK

23 MAY 18 PM 12: 17

CITY CLERKS OFFICE



# City of Bridgeport, Connecticut Office of the City Clerk

To the Pity Council of the Pity of Bridgeport.

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

Item No. 55-22

RESOLVED, that the attached Agreement between the City of Bridgeport and the National Association of Government Employees (NAGE), Local R1-200 regarding their bargaining unit contract for the period of July 1, 2022 through June 30, 2026, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED, THE COMMITTEE ON CONTRACTS

Jeaneste Herron, De133rd, Co-chair

Matthew McCarthy, D-130th, Go-chair

Jorge Cruz, Sr., D-131st

Rosalina Roman-Christy, D-135th

Maria H. Pereira, D-138th

Frederick Hodges, 49-136th

Ernest E. Newlon II, D 139th

City Council Date: May 15, 2023

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				CITY OF BRIDGEPORT	EPORT							
			OFFICE	OF POLICY AND	OFFICE OF POLICY AND MANAGEMENT	7						
	FINA	FINANCIAL IMPACT OF NAGE UNION TENTATIVE AGREEMENT JULY 1, 2023 THROUGH JUNE 30, 2026	GE UNION TENTA	TIVE AGREEM	ENT JULY 1, 202	3 THROUGH JU	NE 30, 2026				2010-1-110 Police -	
			COVERS FY2023 THROUGH FY2026	THROUGH FY:	2026							
FISCAL YEARS			FY23 =3.00%		FY24 =3.00%		FY25 =3.00%		FY26 =1.25%		4 YEARS IMPACT	4 YEARS AVERAGE
			FY2023	FY2023	FY2024	FY23&FY24	FY2025	FY23-FY2025	FY2026	FY23-2026	FY23-2026	
	Grou	Total Annual	7/1/2022	FY2023	7/1/2024	FY20&FY24	7/1/2025	FY23-2025	7/1/2025	FY23-FY2026	FY23-FY2026	
Job Class Desc	p/BU Org		Increase	Compounded	Increase	Compunded	Increase	Compunded	Increase	Compunded	Compunded	
			*	*	*	×	%	%	*	*	*	
			3.00%	3.00%	3.00%	6.09%	3.00%	9.23%	1.25%	10.64%	10.64%	2.66%
TOTAL ALL NAGE EMPLOYEES SALARY IMPACT	IMPACT	20,150,445	604,513	604,513	622,649	1,227,162	641,328	1,859,282	275,122	2,143,604		
MERE RATES	1		21.58%	25.69%	25.69%	25.69%	25.69%	25.69%	25.69%	25.69%		
<b>Employer Pension Contribution to wage Increases</b>	ncreases											
Employer contribution rate FY23= 21.58% & FY24 =25.69%	6 & FY24 =25.6	9%	130,454	155,299	159,958	315,258	164,757	477,649	70,679	550,692		
Employer Medicare Contribution @1.45%	6		8,765	8,765	9,028	17,794	9,299	26,960	3,989	31,082		
Employee 25% Health Insurance Roll back cost to Employer	k cost to Empl	oyer	0	0	0		0	0	0	173,275		
TOTAL BENEFITS/OTHER RELATED COSTS	STS		139,219	164,065	168,987	333,052	174,056	504,609	74,668	755,049		
GRAND TOTAL SALARIES, FRINGES AND OTHER COSTS	D OTHER CO	ग्राड	743,733	768,578	791,636	1,560,214	815,385	2,363,891	349,790	2,898,653		

### **AGREEMENT**

between the

## CITY OF BRIDGEPORT

and

**LOCAL R1-200,** 

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

July 1,2022 to June 30, 2026

#### **TABLE OF CONTENTS**

<b>PREAMBLE</b>		5
	ARTICLES	
ARTICLE 1 - R	ECOGNITION	5
ARTICLE 2 - C	HECK-OFF	5
ARTICLE 3 - M	ANAGEMENT RIGHTS	6
ARTICLE 4 - SU	UB-CONTRACTING	6
ARTICLE 5 - TO	OP SENIORITY	8
ARTICLE 6 - L	AY-OFF AND RECALL	8
ARTICLE 7 - BA	ARGAINING UNIT	9
ARTICLE 8 - U	NION ACTIVITIES	9
ARTICLE 9 - V	ISITS BY UNION REPRESENTATIVES	9
ARTICLE 10 - E	BULLETIN BOARDS	10
ARTICLE 11 - C	COPIES OF CONTRACT	10
ARTICLE 12 - H	HOURS OF WORK AND OVERTIME	10
ARTICLE 13 - T	TEN MONTH POSITIONS	11
ARTICLE 14 - I	REPORTING TIME, CALL BACK AND ON CALL PAY	12
ARTICLE 15 - S	SENIORITY, LONGEVITY, PROBATIONARY PERIODS	12
ARTICLE 16 - J	OB POSTINGS AND JOB VACANCIES	14
ARTICLE 17 - I	DISCIPLINARY PROCEDURE	14
ARTICLE 18 - C	GRIEVANCE AND ARBITRATION PROCEDURE	15
ARTICLE 19 - T	TRANSFERS AND ASSIGNMENTS	17
ARTICLE 20 - S	SHIFT AND SCHEDULE PREFERENCE	18
ARTICLE 21 - T	TRAINING AND TUITION REIMBURSEMENT	18
ARTICLE 22 - S	SAFETY AND HEALTH	19
ARTICLE 23 - I	REST PERIODS	19
	SPECIAL PROVISIONS RELATING TO	40
	SPECIFIC JOB CLASSIFICATIONS	19
ARTICLE 25 -		20
AKTICLE 26 - I	LONGEVITY PAYMENTS	22

ARTICLE 27 - SHIFT PREMIUMS	22
ARTICLE 28 - APPAREL, UNIFORMS AND EQUIPMENT	23
ARTICLE 29 - INSURANCE	24
ARTICLE 30 - PENSION PLAN	28
ARTICLE 31 - EMPLOYEE ASSISTANCE PROGRAM (EAP)	28
ARTICLE 32 - HOLIDAYS	29
ARTICLE 33 - VACATIONS	30
ARTICLE 34 - SICK LEAVE	31
ARTICLE 35 - OTHER LEAVE	32
ARTICLE 36 - WORKER'S COMPENSATION SUPPLEMENT	34
ARTICLE 37 - JURY DUTY	35
ARTICLE 38 - NON-DISCRIMINATION	35
ARTICLE 39 - RESIDENCY	35
ARTICLE 40 - PUBLIC CONTACT	35
ARTICLE 41 - SAVINGS CLAUSE, INCORPORATION	36
ARTICLE 42 - TERMINATION	36
ARTICLE 43 - GENERAL PROVISIONS	37
EXHIBITS and APPENDICES	
EXHIBIT 1 - PROMOTIONAL VACANCY LIST	38
APPENDIX A - LIST OF JOB CLASSIFICATIONS IN BARGAINING UNIT	39
APPENDIX B - DEPARTMENT AND CLASSIFICATION EXCEPTIONS TO NORMAL AND CUSTOMARY WORKING HOURS AND OVERTIME PROVISIONS	42
APPENDIX C - WAGE RATES AND STEPS	46
APPENDIX D - CITY POLICIES	70
APPENDIX E - MEDICAL BENEFITS	98
APPENDIX F - PRESCRIPTION DRUG RENEFITS	103

APPENDIX G - DENTAL BENEFITS	108
APPENDIX H - VISION BENEFITS	112
APPENDIX I - COOPER STANDARDS	116

#### **PREAMBLE**

This Agreement ("Agreement") is entered into by the City of Bridgeport, hereinafter referred to as "City" or "Employer," and Local R1-200 of the National Association of Government Employees, hereinafter referred to as "Union" or "NAGE".

#### **ARTICLE 1 - RECOGNITION**

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and terms and conditions of employment for all of those employees of the City of Bridgeport as certified by the Connecticut State Board of Labor Relations in Decision No. 1440-C issued December 27, 1976 and as amended by Decision No. 2482-A issued June 26, 1986 and State Board of Labor Relations Case No. ME-31018 (Civilian Detention Officers, hereinafter and elsewhere referred to as "Detention Officers" or "DOs") dated July 8, 2014, and including all job classifications listed on Appendix A.
- 1.2 NAGE recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative of the City for the purpose of collective bargaining. The City and the Union each agree to bargain in good faith with the other party's designated representative on all matters relating to wages, hours and other terms and conditions of employment.

#### **ARTICLE 2 - CHECK-OFF**

2.1 The City agrees to deduct from the pay of all employees covered by this Agreement, who individually and voluntarily authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the Union. When an employee does not have sufficient money due him/her, after deductions have been made for pension or other deductions required by the law, Union dues for such deduction period shall be a deduction in the next pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) days after the date such deductions were or should have been made and delivered to the Union. It is also agreed that the obligations of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the Union. Upon delivery of a copy of a signed voluntary authorization, all such dues shall be automatically payroll deducted and remitted to the Union.

- 2.2 The remittance to the Union for any month shall be made during the fourth (4th) payroll week of said month and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, nolater than the fifteenth (15th) day of the following month.
- 2.3 The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made as the case may be, unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made.

#### **ARTICLE 3 - MANAGEMENT RIGHTS**

3.1 Except as expressly modified or restricted by specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion, to recruit, select, train, promote, discipline, transfer, assign, layoff, and discharge personnel; determine the number and type of positions and organizational structure required to provide City services; define the duties and responsibilities of each position, and of departments; acquire and maintain essential equipment and facilities required to conduct the business of providing City services; to determine the technology and theefficiency of its governmental operations; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered awaiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

This article shall not be construed to deny any employee any right received under Civil Service Provisions of the City Charter.

#### **ARTICLE 4 - SUB-CONTRACTING**

4.1 The City agrees that it will not contract or sub-contract any work presently being performed by employees in the bargaining unit. This shall not prevent the Cityfrom contracting or sub-contracting for supplementary or emergency service which employees in the bargaining unit are unable to perform during their regular hours of work. This article will not impact any positions dealing with security at Margaret Morton Government Center, City Hall - 45 Lyon Terrace and Health Department -

#### ARTICLE 5 - TOP SENIORITY

5.1 Union officials, limited to seven (7) officers and twenty (20) stewards shall have top seniority for purposes of lay-off and recall. Upon the execution of this Agreement, the Union shall provide the Director of Labor Relations or his or her designee with the names of such officers and stewards.

#### ARTICLE 6 - LAY-OFF AND RECALL

6.1 In the event of a lay-off within any job classification, the employee with the least Seniority (as defined in Section 15.1 of this Agreement) within that job classification shall be laid-off first. Subsequent recalls to open positions in that job classification shall be in reverse order of the lay-off.

Any employee occupying a position subject to layoff, shall have the right to bump any other employee from any position within the same job classification, or to any position in any previously held job classification within the bargaining unit, except to a previously held position from which the employee was permanently removed for disciplinary reasons or for failure of the probationary period, provided said employee has greater Seniority (as defined in Section 15.1 of the Agreement) than the employee presently occupying the position ("Bumping Rights"). After all affected employees have exercised their Bumping Rights, the least senior employee within the classification shall be laid off. Any employee exercising Bumping Rights shall retain their salary at the time of the layoff, except when Bumping Rights are used to move to a lower job classification, in which case the employee's salary shall be reduced to the top step in the lower classification.

Notwithstanding anything contained in this Article 6, the protection presently afforded employees in the classified service concerning layoff and recall set forth in the existing Rules of the Civil Service Commission shall continue to be in effect, except that the language of section 15.1 of the CBA shall control with respect to the definition of seniority.

In all cases where layoff occurs, the City will provide the Union as much advance notice as possible and in no event shall such notice be less than five (5) working days unless an emergency or unforeseen circumstance arises, in which case the City will notify the Union as soon as possible.

#### **ARTICLE 7 - BARGAINING UNIT**

- 7.1 This Agreement applies to and includes all employees listed in the certification of the Connecticut State Board of Labor Relations issued December 27, 1976 and Decision No. 1440-C as amended by Decision No. 2482-A issued June 26, 1986 and State Board of Labor Relations Case No. ME-31018 (Detention Officers) dated July 8, 2014, and including all job classifications listed on Appendix A. ")
- 7.2 Part-time employees who work twenty (20) hours or more per week are included in the bargaining unit; those who work less than twenty (20) hours per week are excluded.
- 7.3 The inclusion of a newly established classification will be a subject for negotiations between the City and the Union.
- 7.4 Any dispute on whether a newly established classification is to be included or excluded from the bargaining unit will be submitted to the Connecticut State Board of Labor Relations to resolve such dispute.

If a newly established classification is determined to be a part of the bargaining Unit, such classifications shall be included as a part of the bargaining unit without having to resort to an election.

#### **ARTICLE 8 - UNION ACTIVITIES**

8.1 The City agrees that the Union Officers or Stewards shall have time during working hours without loss of pay for the investigation and adjustment of grievances, permission to absent himself/herself from his/her work area may be withheld by the supervisor only because of operation requirements, but in no event later than the start of the next regular shift. The Union agrees that the complaint will be handled as quickly as possible. The City agrees that the Union President shall have extensive and unfettered free leave with pay from the workplace to conduct Union business. The Union President agrees in good faith to inform his or her supervisor of his or her whereabouts.

If the Union President's annual salary exceeds \$60,000, the Union President may in his/her sole discretion and at his/her annual election made on each anniversary date of the Agreement, either accept an annual salary reduction to \$60,000 during the period of his/her Union presidency, or be available for work on a weekly basis without regard to his/her Union duties and at his/her regular hourly rate of pay, for that period of time for which annual salary wage payments equal the difference between 1/52 of the Union President's Annual Salary, and \$1,153.85 (1/52 x \$60,000). Scheduling of such work shall be made in coordination with his/her supervisor at the same time the annual election is made.

- 8.2 The seven (7) Members of the Executive Board may attend meetings for the purpose of negotiations during working hours without loss of pay.
- 8.3 Union Officials may attend meetings during working hours without loss of pay when such meetings are requested or approved by the Labor Relations Office.
- **8.4** Union Officers shall be able to consult with the Employer, his/her Representative(s) concerning the enforcement of any provisions of this Agreement, provided the City's Labor Relations Director or his/her designee is notified of such meetings and consultations.
- 8.5 During each year up to five (5) City employees who are chosen by the Union as official delegates of such State Convention of NAGE shall be granted three (3) days leave without pay for the sole purpose of attending the sessions of such State Convention as voting delegates. Once in each four (4) year period, up to three (3) City employees who are chosen by the Union to be Official delegates to the National Convention of NAGE shall be granted five (5) days of leave with pay for the sole purpose of attending the session of such National Convention as voting delegates. The Secretary of the Union will certify in writing to the appropriate City departments the names of those City employees who are chosen by the Union to act as its official delegates to either of such NAGE conventions at least fourteen (14) working days prior to the first day on which the leave with pay is to become effective.
- 8.6 The five (5) members of the Union Grievance Committee and the grievants shall be granted leave from work with full pay in order to attend grievance meetings or hearings when such meetings or hearings take place the same time that such members are scheduled to work. It is understood that the time the grievants are excused from work will be limited to the time actually spent in meetings or hearings including pre-arbitration meetings with Union Officials and travel to and from said meetings.

#### ARTICLE 9 - VISITS BY UNION REPRESENTATIVES

9.1 Accredited representatives of the NAGE Local RI-200 and the National Union shall have access to the premises of the Employer, at reasonable times, provided he/she notifies the supervisor in the work area of his/her presence when he/she arrives and his/her presence will not disrupt the orderly routine of the department. If access is denied, the Employer, upon request, will provide a reason for such denial and shall, as soon as practicable, provide alternate reasonable date(s) and/or time(s) when access will be provided.

#### ARTICLE 10 - BULLETIN BOARDS

10.1 The City may, at its discretion, furnish and maintain suitable bulletin boards in convenient places in each work area that may be used by the Union. The Union agrees that the material posted will not contain propaganda against or attacks upon the City or any official thereof.

#### ARTICLE 11 - COPIES OF CONTRACT

11.1 Within ninety (90) days after the signing of this Agreement, the City shall furnish to the Union one hundred (100) signed copies together with one(1) pdf electronic copy of the Agreement from the City, to be provided to new employees at the time of hire.

#### **ARTICLE 12 - HOURS OF WORK AND OVERTIME**

12.1 All employees covered by this Agreement will work a forty (40) hour week except as otherwise set forth in Appendix B. Normal hours of work, if different from the above, shall be established by each department.

The starting and finishing time of the hours of work for employees covered by this Agreement may be changed for seasonal and operating reasons or for the convenience of the public, after the City meets and confers with the union regarding such changes.

The City, at its option, may change the hours of work from thirty-two and onehalf (32½) or thirty five (35) to thirty five (35) or forty (40) hours. In the event that the City exercises its option, the affected employee(s) shall be paid for such additional hours at their then current regular hourly rate(s) of pay.

This provision is not intended to restrict Saturday hours in departments which have in the past provided service to the public on Saturday, whether seasonal or otherwise.

- 12.2 Employees required to work more than forty (40) hours in one regularly scheduled week, shall be compensated for such overtime at time and one-half (1 1/2) their regular hourly rate. City Hall employees required to work on Saturday, outside their normal work week shall receive one and a half (11/2) times their hourly rate for hours worked after three (3) hours.
- 12.3 Overtime shall be awarded as follows:
- 12.3.1 Overtime assignments shall be made consistent with this Article 12, distributing overtime as equitably as practicable among the employees holding the job

classification(s) affected by the overtime assignment. Provisions concerning overtime assignments specific to certain departments are set forth in Appendix B.

- 12.3.2 Overtime assignments will be offered first to employees within the job classification at the building or site of the assignment. Supervisors will use a rotating list of all non-probationary employees within the job classification at that building or site for making initial offers of overtime. The list shall be in order of seniority. The supervisor shall offer the assignment to the first name on the list and continue until the overtime opportunity is filled. Employees refusing the overtime assignment will be charged as though he/she worked it. Probationary employees shall not be included on the rotating list, and shall not be offered overtime unless except in accordance with Section 12.3.4.
- 12.3.3 If all employees within the job classification at the building or site of the assignment refuse the overtime, supervisors will consult the rotating list of all employees occupying the same job classification within the department. The supervisor shall offer the assignment to the first name on the list and continue until the overtime opportunity is filled. Employees refusing the overtime assignment will be charged as though he/she worked it.
- 12.3.4 If the supervisor or acting supervisor has not found an employee willing to work overtime after exhausting the lists in 12.3.2 and 12.3.3 above, the supervisor or acting supervisor shall offer the overtime to any probationary employee within the job classification at the building or site of the assignment.
- 12.3.5 If the supervisor or acting supervisor has not found an employee willing to work overtime after exhausting the methods described in sections 12.3.2, 12.3.3 and 12.3.4 above, the supervisor or acting supervisor may, in his/her discretion, either order the least senior employee within that job classification at the building or site to work the overtime assignment, or perform the overtime work him/herself. In the event of an emergency declared by the Mayor, no one can refuse to work overtime. Any work performed by supervisors or acting supervisors under this 12.3.5 shall not cause the work to be characterized as "shared work" for any purpose.
- 12.3.6 A record of overtime hours worked by each employee in each department or division shall be posted monthly on each department's or division's bulletin board. Such record(s) shall be maintained for at least twelve (12) calendar months following the month in which the overtime was worked and made available to the Union upon request.

#### **ARTICLE 13 - TEN MONTH POSITIONS**

13.1 In addition to 12-month school security personnel positions, the Board of Education may also establish 10 month school security positions. The annual salary for 10-month positions shall be 10/12 of that for 12 month school security employees. The

Board shall have sole discretion in determining the number of 10 month and 12-month school security personnel positions needed based on the needs of the School District. All 10 month employees shall receive all benefits provided under this Agreement except as specifically otherwise provided herein. Current school security personnel shall be "grandfathered,, *i.e.*, shall remain 12-month employees and maintaining current benefits.

#### ARTICLE 14 - REPORTING TIME, CALL BACK PAY

- 14.1 Reporting Time Pay: Any employee who is scheduled to work and who presents himself/herself for work as scheduled, shall be assigned at least four (4) hours work on the job for which the employee was scheduled to report. If work is not available, the employee shall be excused from duty, and paid at his regular rate ("Reporting Time"). Reporting Time shall be paid at the employee's overtime rate for any hours of Reporting Time that would otherwise be payable at the overtime rate had the employee actually worked those hours.
- 14.2 Call Back Pay: When an employee is called in for work outside of his regularly scheduled working hours, (s)he shall be paid a minimum of four (4) hours at the applicable overtime rate. This provision applies only when such call-back results in hours worked and are not annexed consecutively to one end or the other of the working day.

#### ARTICLE 15 - SENIORITY, LONGEVITY, PROBATIONARY PERIODS

- 15.1 "Seniority shall mean length of service to the Employer by job classification. Such Seniority shall apply to the employee's rights in cases of layoffs, reemployment, transfers and vacation.
- 15.2 "Longevity" shall mean the total length of service to the Employer in any/all job classifications within or without the bargaining unit, excluding part-time employees working fewer than 20 hours per week or seasonal employment.
- 15.3 Within ninety (90) days after the signing of this Agreement and each January and June thereafter, the Employer shall prepare and deliver to the Union a list of employees in each job classification represented by the Union, showing each employee's Longevity, Seniority, and current rate of pay.
- 15.4 Any employee laid off by the City in or after January 1975 and rehired by the City under any federal grant employment program and subsequently rehired by the City shall be treated as if they had unbroken Seniority and Longevity.
- 15.5 Seniority for new employees hired on the same day into the Telecommunications

Officer (TCO) job classification will be determined by civil service test scores.

#### 15.6 Probationary Periods:

- 15.6.1 New Employees a) All new employees shall serve an eight (8) month new employee probationary period, except for new Detention Officers and Telecommunications Officers ("TCOs"), who shall serve a (12) month new employee probationary period. Upon successful completion of the new employee probationary period, the employee shall be classified as a permanent employee. The probationary period shall be counted as part of the employee's Seniority and Longevity after the employee is considered permanent. During the 8 month new employee probationary period, the City may terminate or otherwise discipline the new probationary employee and such action shall not be subject to the grievance and arbitration process.
- b) The City shall perform at least two (2) job performance evaluations during the new employee probationary period in which the employee is appraised in writing as whether they have adequately learned and/or performed the functions and responsibilities of the position and provide the employee with a fair opportunity to correct any deficiencies. The evaluations provided hereunder shall be required for termination(s) based upon an employee's failure to adequately learned and/or perform the functions and responsibilities of the position. The City's failure to perform such evaluations shall be subject to the grievance and arbitration process with the remedy being a new eight (8) month probationary period.
- c) New probationary employees shall earn but shall not be eligible to take vacation during their new employee probationary period. New probationary employees will be eligible to take earned vacation benefits after completing their new employee probationary period. All new and promotional probationary employees shall earn full sick leave credit during the periods of probation. Any sick leave utilized by probationary employees must be accompanied by a medical certificate acceptable to the Director of Labor Relations or his/her designee. New probationary employees will notbe eligible for tuition reimbursement.
- 15.6.2 Permanent Employees. a) Permanent employees promoted to a higher classification within the bargaining unit shallserve a promotional probationary period of six (6) months. In the event an employee fails a probationary period (within or outside the bargaining unit) or becomes ineligible for the position because of testing, the employee may exercise Bumping Rights back to his/her previously held classification and have his/her seniority bridged for all purposes. While the employee is in the promotional probationary period, he/she shall have all rights under the grievance and arbitration procedure.
- b) The City shall perform at least two (2) job performance evaluations during probation in which the employee is appraised in writing as whether they have

adequately learned and/or performed the functions and responsibilities of the position and provide the employee with a fair opportunity to correct any deficiencies. The evaluations provided hereunder shall be required for termination(s) based upon an employee's failure to adequately learn and/or perform the functions and responsibilities of the position. The City's failure to perform such evaluations shall be subject to the grievance and arbitration process with the remedy being a new six (6) month probationary period.

15.7 Any employees removed or terminated from his/her position due to performance failure(s) during the promotional probationary period may appeal the removal or termination to the Civil Service Commission. Such appeal must be filed with the Commission within fourteen (14) calendar days from the date of termination, or such longer period as may be authorized under Civil Service Rules.

#### ARTICLE 16 - JOB POSTINGS AND JOB VACANCIES

16.1 When a position vacancy exists in a job classification covered by this Agreement, the position vacancy shall be posted where employees customarily assemble and in a conspicuous place in the department for five (5) days and on the appropriate Personnel Department's website. Qualification for the position will be determined by the employer. If multiple qualified employees, as determined by the employer, bid on the position, seniority will be the deciding factor. The City shall not be obligated to post vacancies for entry level positions identified on Exhibit lor any newly created entry level position(s), but shall be required to post all other vacancies for positions covered by this Agreement.

#### ARTICLE 17 - DISCIPLINARY PROCEDURE

- 17.1 The City of Bridgeport and its representatives shall exercise full disciplinary authority consistent with its responsibility to direct employees to perform the required work duties in order to achieve department program goals and satisfactory municipal service to the general public.
- 17.2 All disciplinary action shall be applied in a fair manner and shall not be inconsistent to the infraction for which the disciplinary action is being applied.
- 17.3 Disciplinary action shall be progressive and shall include (a) a verbal warning, (b) a written warning, (c) suspension without pay, and (d) discharge. The City and the Union recognize the concept of the progressive discipline policy outlined above; however both parties agree that there are certain grave offenses wherein the discipline imposed by the City does not require compliance to the aforementioned provisions. Progressive discipline involving attendance and tardiness shall not be governed by this Section 17.3 but shall be governed by the City's Attendance and Tardiness

policies.

- 17.4 Except as specifically limited elsewhere in this Agreement, all disciplinary action, except discipline of probationary employees, may be appealed either through the established grievance and arbitration procedure (Article 18), or through the Civil Service Commission, but not both.
- 17.5 When a minimum of two (2) years have elapsed without the employee receiving further discipline, the City shall remove memorandum of reprimand (i.e., verbal warnings, written warnings) from the employee's personnel file upon receipt of a written request by the employee.
- 17.6 All discipline, including written evidence of oral warnings, suspensions and discharges will be stated in writing and transmitted to the employee, at the last known address, and a copy provided to the Union. In all such written discipline cases, the Union and the employee will be notified of the action by letter. Notification to the employee may be done by hand delivery or via certified mail, return receipt requested. Notification to the Union may be by electronic mail, delivery receipt required.

#### ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE

- 18.1 Any grievance or dispute which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled only in the following manner, except that any grievance or dispute which may arise regarding Civil Service Rules and Regulations that are not a concern of this Agreement shall be settled through the established Civil Service procedure. A "Day" for the purposes of this Article shall mean workday, Monday through Friday, excluding holidays, for all employees.
  - Step 1 The employee or the Union Officer, with or without the employee, shall file the grievance or dispute in writing with the employee's supervisor or department head and the Office of Labor Relations within ten (10) Days of the date of the circumstances giving rise to the grievance or within ten (10) Days from when the employee reasonably should have known of those circumstances. Such grievance must contain the following information:
  - 1. A statement presenting, in a concise manner, a general description of the grievance.
  - 2. A statement outlining the relief sought; and
  - 3. Specific reference to the clause or clauses of the agreement, which the grievant feels have been violated.

The failure to strictly comply with the provisions of sub-paragraphs 1, 2, and 3 aboveshall not be the basis for claiming a grievance is not arbitrable. The City shall

have five (5) working days to respond to the grievance at Step 1. A disposition at this step will not be cited as precedent by either party.

- Step 2 In the event the grievance is not resolved at Step 1, the grievance shall automatically be scheduled by the Office of Labor Relations for a Step 2 hearing. The hearing date shall be set not more than fifteen (15) days from the date the grievance was filed, and the Union shall be provided with not less than three (3) Days advance notice of the scheduled hearing date. The Labor Relations Office shall have ten (10) days after the hearing to issue a written decision at Step 2.
- Step 3 If the grievance remains unsettled either party may, within thirty (30) days after the Step 2 decision is issued, request arbitration by the State Board. Said Board shall hear and act on such dispute in accordance with its rules and regulations.

Any suspension or termination grievance may be processed by the Union directly to Step 2, within ten (10) Days of imposition of the discipline. The parties agree that every attempt shall be made to schedule arbitration hearings in discharge cases within 120 days of the filing date for arbitration. If a grievance is not answered within the prescribed time limits at each step, the grievance may be presented to the next step of the grievance procedure.

- 18.2 Any of the time limits in this Article may be waived or enlarged upon mutual written consent.
- 18.3 The arbitrator(s) shall limit their decisions strictly to the application, meaning or interpretation of the provisions of this Agreement. The arbitrator(s) shall not add to, nor subtract from, the terms of this Agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on only the issue submitted.
- 18.4 The decision of the arbitrator(s) shall be final and binding on the parties, and the arbitrator(s) shall be requested to issue its decision within thirty (30) days after the conclusion of testimony and argument.
- 18.5 Expenses for the arbitrator(s)' services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own Representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).
- 18.6 Nothing contained in this Article shall prevent any employee from processing his own grievance through the grievance procedure in accordance with Section 7-468(d) of

- the C.G.S providing that the Union shall be promptly notified of such grievance as it is being processed. The Union shall have the sole and exclusive right to process the grievance to arbitration.
- 18.5 The parties agree to the utilization of an expedited arbitration system for cases which both parties agree.
- 18.6 The parties further agree that forums other than the State Board of Mediation and Arbitration such as the American Arbitration Association (A.A.A.) or the Federal Mediation and Conciliation Service (F.M.C.S.) may be used to comply with the provisions of this Article.
- 18.7 All grievances not resolved at Step 2 may be submitted to mediation upon mutual agreement of the parties.
- 18.8 Either party may select up to five (5) cases per contract year for arbitration before the American Arbitration Association. The selecting party shall pay the costs of such arbitrations.

#### ARTICLE 19 - TRANSFERS AND ASSIGNMENTS

- 19.1 Transfer is defined as the change of an employee from one City department to another City department, within the same job classification and with the approval of the department heads and the Personnel Director.
- 19.2 Reassignment is defined as the change of an employee from one work site to another work site within the same department, within the same job classification. Assignment shall also be construed to mean re- assignment.
- 19.3 Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.
- 19.4 Employees requesting transfer shall be transferred on the basis of seniority, provided he/she has the ability to do the job effectively without further training.
- 19.5 The City may transfer and reassign employees provided the employees to be transferred or reassigned be given three (3) full working days notice, excluding holidays and weekends. Upon such notification the department head or immediate supervisor shall meet and explain the reasons for the transfer or reassignment to the employee. The City agrees that transfers and assignments shall not be for reasons other than sound business or operating reasons. The City further agrees that transfers and reassignments shall not reduce the normal weekly work hours, excluding overtime, of

the affected employee(s). The City also agrees that Seniority shall be a factor to be considered by the City when initiating a transfer or reassignment, but Seniority shall not be the sole determining factor.

#### ARTICLE 20 - SHIFT AND SCHEDULE PREFERENCE

20.1 Shift preference will be granted on the basis of seniority within the job title as openings occur. Such preferences shall be exercised first by employees within a division. If no employees within the division exercise such preferences, then employees within the department will be given preference by seniority.

#### **ARTICLE 21 - TRAINING AND TUITION REIMBURSEMENT**

- 21.1 If training is conducted during normal working hours, the employee shall receive his/her regular hourly rate while undergoing training. If training is conducted outside normal working hours, no compensation will be paid to employees under going training, unless such training is required by the City.
- 21.2 In the selection of trainees, qualified applicants will be determined by the employee's expression of interest, aptitude and work record. From the qualified applicants, assignments to training will be in order of Seniority.
- 21.3 Detention Officers will undergo an initial training period of approximately six and one-half (6 ½) weeks plus an additional four (4) week field training period with training content and the term of training to be determined by the Chief of Police or his/her designee. During training, DOs will work forty (40) hours per week based upon an 8:00 a.m. to 4:30 p.m. workday with one half (1/2) hour unpaid lunch. DOs in training will be assigned as the Chief of Police or his/her designee determines, in his/her sole discretions, the needs of the Police Department and the training program require.
- 21.4 In accordance with the C.G.S. concerning Municipal Police Training, Special Officers and Harbor Masters shall receive a minimum of forty (40) hours training every three (3) years paid for by the City.
- 21.5 Tuition Reimbursement: The City shall reimburse each employee for monies actually paid out by the employee for tuition up to a limit of \$1,500 per fiscal year. Monies not spent shall not be rolled over year to year. Reimbursements shall be made within sixty (60) days of submission of the employee's payment to the Director of Labor Relations or his designee and upon satisfactory completion at a grade C or better for each course, at an accredited institution, in subjects which are designed to increase his/her proficiency in his/her present or potential assignment at his/her respective departments or any department within the bargaining unit. The employee must apply

and maintain written of the Department Head in advance of enrollment. Such approval shall be limited to whether or not the employee's request complies with the standards set forth within this Article and shall not be unreasonably withheld. The tuition reimbursement expenditures for the bargaining unit shall be capped at forty thousand dollars (\$40,000) per fiscal year for all NAGE members. Employees must remain in City employment for a period of two (2) years after completion of a course or the employee shall reimburse the City for any tuition reimbursement received during the two year period prior to separation from employment.

#### **ARTICLE 22 - SAFETY AND HEALTH**

22.1 A joint Safety and Health Committee will be established to study City and Board of Education facilities and equipment utilized by employees within the bargaining unit and to make reports and recommendations concerning remedial action as the situation may require. The Union is to appoint three (3) members of this Joint Committee. The City will appoint three (3) members. The mayor of the City will appoint a seventh (7th) to act as Chairperson. Either party shall have the right to replace its members at its pleasure.

The Joint Committee shall conduct meetings at least once in each calendar month.

#### **ARTICLE 23 - REST PERIODS**

- 23.1 All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible, but may not be annexed to the lunch break unless the supervisor approves on an instance by instance basis.
- 23.2 Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

## ARTICLE 24 - SPECIAL PROVISIONS RELATING TO SPECIFIC JOB CLASSIFICATIONS

- **24.1** Special Officers and Harbor Masters are authorized with arrest powers in the enforcement of City ordinances. Said powers shall be consistent with statute and other applicable law.
- 24.2 Special Officers shall not take assigned vehicles home at the conclusion of their shifts.

- 24.3 Park Special Officers vacancies shall not be filled and Park Special Officers will be eliminated through attrition. The jurisdiction and scope of duties of Park Special Officers shall be assigned by the Police Chief.
- 24.4 Detention Officers will be required to submit to annual physical fitness testing which shall be based upon the "Cooper Standards" used in the Connecticut Municipal Police Academy (copy attached as Appendix I). Refusal or failure to take the annual physical test (except for authorized leave or documented physical incapacity) shall be cause for discipline. Such physical testing shall be conducted during the DOs regular work shift. DOs must maintain the percentile of fitness required by the City's Police Department Training Division for successful completion of initial training for DOs adjusted for age and gender. Any DO who fails the test will be retested within ninety (90) days. The first failure on a retest will result in a one (1) day suspension without pay. The second failure will result in a five (5) day suspension without pay. Upon the third failure, the City may terminate the DO.
- 24.5 Telecommunications Officers (TCOs) working as Communications Training Officers (CTOs) shall be paid an additional seven and one-half percent (7.5%) of their straight time regular hourly wage, which shall be included in the next pay period. Selection of TCOs to serve as CTOs shall be based on qualifications to be determined by the Director of Emergency Management and Homeland Security or his/her designee. Seniority will be considered, but shall not be the sole qualifying factor.
- 24.6 Sub-guards will continue to be utilized by the City through the end of the 2022-2023 school year. The Sub-guard job classification in the bargaining unit represented by NAGE will be eliminated effective on or before July 1, 2023. Thereafter, all employees in the Sub-guard job classification or performing duties as a Sub-guard will be reclassified as either a) a regular employee in the pre-existing Security Guard job classification now represented by NAGE, or b) a part-time employee working fewer than twenty (20) hours per week and excluded from the bargaining unit represented by NAGE. Any and all previous side agreements or memoranda of understanding concerning Sub-guards are expressly disavowed by the parties and are of no force or effect.

#### **ARTICLE 25 - WAGES**

25.1 Effective and retroactive to July 1, 2022 there shall be a three percent (3%) wage increase for all employees in all job classifications covered by this Agreement.

Effective July 1, 2023 there shall be a three percent (3%) wage increase for all employees in all job classifications covered by this Agreement.

Effective July 1, 2024 there shall be a three percent (3%) wage increase for all employees in all job classifications covered by this Agreement.

Effective July 1, 2025 there shall be a one and one-quarter percent (1 1/4%) wage increase for all employees in all job classifications covered by this Agreement.

Wage rates for all currently occupied job classification covered by this Agreement are set forth in Appendix C.

- 25.2 For the purpose of this Agreement, an employee's regular weekly earnings shall be that portion of his regular annual salary which he receives each week. An employee's regular hourly rate shall be that portion of his regular weekly earnings reduced to an hourly rate.
- 25.3 In determining an employee's rate of pay for any monetary benefit under this Agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate, whichever is appropriate in determining such benefits. However, any retroactive pay increases shall apply to all overtime compensation paid.
- 25.4 In no event shall any additional monies received as a result of any other provision of this Agreement be considered as a portion of an employee's regular annual, weekly or hourly rate. The single and sole criterion for making a determination of any employee's annual weekly or hourly rate shall be the salary being paid in accordance with the applicable wage schedule.
- 25.5 In the event a bargaining unit employee is promoted, his new salary shall be arrived at by following the principle of a promotional increase being equal to at least a step increase in the employee's range prior to promotion
- 25.6 Employees required to work in a higher classification than their normal classification shall be paid the rate of the higher classification for that period of time.
- 25.7 Employees after one hundred and twenty (120) days in an Acting or Provisional status shall receive the Acting or Provisional pay rate for purposes of all leaves and vacations. Acting and Provisional employees shall also receive all pay step increases afforded the classification after one (1) year in that status which they are Acting or Provisionals.
- 25.8 Merit increases may be granted by the appointing authority should the employee have maintained a standard of attendance and job performance acceptable to the appointing authority. Should the appointing authority fail to recommend the merit increase, the reasons therefore shall be reduced to writing and provided to the employee. Should the employee feel that the reasons for the denial are not substantiated the Union may file a grievance concerning the matter. The grievance shall be decided by a panel comprised of one person chosen by the Union, one person chosen by the City and the third chosen by both of them. The panel shall be impaneled within ten (10) days of the denial. Should this time frame not be met the

appeal will be heard as expeditiously as possible regardless.

- 25.9 All employees shall be enrolled in direct deposit.
- 25.10 The parties agree to work together diligently to negotiate and develop a more appropriate step increase program for all bargaining unit positions for inclusion in any successor agreement to this Agreement. The parties will meet, whether in person or remotely via video and/or audio conferencing, not less frequently than once per month commencing not later than 60 days after this Agreement becomes effective and continuing thereafter until the next agreement has been reached.

#### **ARTICLE 26 - LONGEVITY PAYMENTS**

- 26.1 Each employee who was hired prior to July 1, 1992 and who has or will have five (5) or more years of continuous municipal service, shall receive in the pay period subsequent to October 1st of each contract, year, and annual payment equal to seventy-five dollars (\$75) for each year of completed service. Such payment shall not exceed one thousand eight hundred dollars (\$1,800). Effective October 1, 2006, the cap on such payment shall increase to two thousand two hundred and fifty dollars (\$2,250). Employees hired after July 1, 1992 shall be eligible to receive longevity pay as provided above after then (10 years of continuous municipal service.
- 26.2 Employees who leave service prior to October shall receive a Longevity Pay pro-rata for the period qualified. In case of an employee's death, his/her spouse and/or children shall receive the Longevity Payment effective upon this Award.

#### **ARTICLE 27 - SHIFT PREMIUMS**

- 27.1 Employees working on the second or third shift shall be paid a premium of one dollar and fifteen cents (\$1.15) for each hour worked on the second or third shift.
- 27.2 The above premium shall be added to the employee's rate for the purpose of computing pay for sick leave days, for paid holidays, for paid personal days, for vacation days under this Agreement.
- 27.3 Shifts shall be defined as follows: Second shift shall be 3:00 p.m. to 11:00 p.m., or 4:00 p.m. to 12:00 a.m., as the case may be; Third shift shall be 11:00 p.m. to 7:00 a.m., or 12:00 a.m. to 8:00 a.m., as the case may be.
- 27.4 Notwithstanding any other provisions of this Agreement, the City may with thirty (30) days advance notice change the shift schedule set forth in Section 27.3

by no more than two (2) hours either way.

#### ARTICLE 28 - APPAREL, UNIFORMS & EQUIPMENT

- **28.1** The City shall provide to any City employee, required to wear protective clothing, his/her own protective clothing of good quality and condition. Such clothing shall consist of rain gear, boots, gloves and goggles, or any other protective clothing deemed necessary by the Occupational Safety and Health Administration (O.S.H.A).
- 28.2 Uniforms for Special Officers, Deputy and Senior Deputy Harbor Masters, and Detention Officers damaged in the line of duty will be replaced by the Employer, (respective departments), at no cost to the employee, or deduction from the uniform allowance upon approval of the Department Head. Personal property used in the line of duty will be replaced by the Employer on the same basis. Approval shall not be unreasonably denied, except for normal wear and tear which shall be paid for out of the uniform allowance.
- 28.3 The Employer shall provide each Special Officer and Harbor Master his/her own foul weather gear of good quality and condition. Such clothing shall consist of a reversible raincoat, one side of which shall be of a bright luminous color for traffic duty purposes, rubbers and a weatherproof hat cover. The Employer shall provide each Harbor Master his/her own Mustang Suit for foul weather.
- 28.4 The City shall provide Special Officers and Harbor Masters two-way communications equipment in their radio cars and hand units for the Special Officerson foot patrol.

#### 28.5 Annual Apparel and Equipment Allowances:

- a. Cafeteria Workers shall receive a uniform allowance of three hundred seventy-five (\$375.00) for each contract year.
- b. Lab Technicians shall receive three hundred dollars (\$300) for the purchase of uniforms each contract year.
- c. Full-time Special Police and Senior Deputy and Deputy Harbor Masters shall receive eight hundred dollars (\$800) per year for uniform allowance each contract year.
- d. Animal Control Officer shall receive a uniform allowance of five hundred dollars (\$500.00) each contract year.
- e. Housing Code Inspectors; Sanitarians; Epidemiological Inspectors; Outreach Tuberculosis Workers'; Property Appraisers; Zoning Inspectors and Anti-Blight Inspectors. shall receive an initial one-time allowance of four hundred dollars (\$400.00) for outerwear upon implementation of the current contract and three hundred dollars (\$300.00) each contract year thereafter

- f. All Telecommunications/Dispatch Operators shall receive three hundred dollars (\$300) per contract year for the purchase of uniforms.
- 28.5.1 All uniform allowances shall be payable the first pay day of August of each contract year.

#### 28.6 Annual Apparel and Equipment Allotments:

- a. Full-time custodians shall be provided with a uniform allotment consisting of three (3) shirts, four (4) pairs of pants, one (1) vest and one (1) jacket. The uniforms shall be replaced as necessary.
- b. Parking Enforcement Officers shall be provided with a uniform allotment of three (3) summer uniforms and three (3) winter uniforms each contract year.
- c. Outreach personnel in the Health Department shall be provided with two (2) lab coats. The lab coats shall be replaced as necessary.
- d. Cafeteria Workers shall be provided with a back brace upon written request to the Department Supervisor.
- e. Security Guards, for the first and third contract years of this Agreement, shall be provided with an allotment of four (4) pairs of uniform pants and four (4) uniform shirts, the type and design to be determined solely by the City of Bridgeport. For the second and fourth contract years of this Agreement, Security Guards shall be provided with an allotment of one (1) black belt, one (1) police security outdoor jacket, and one (1) pair of either black boots or sneakers appropriate for use while performing Security Guard duties. The process by which the employees receive the allotments will be determined solely by the City of Bridgeport, but the allotment shall be made within the time period specified in 28.6.1.
- f. Detention Officers shall be provided with an allotment of three (3) short sleeve shirts, three (3) long sleeve shirts which shall be embroidered with a badge and a name, three (3) pairs of B.D.U. pants and one (1) pair of shoes. Such shoes shall be in conformity with the color and type worn by the City's Police Officers. Detention Officers will wear the uniform designated by the City's Police Department for Detention Officers. No additional embroidery, patches or variations of the designated uniform will be permitted.
- 28.6.1 All uniform allotments shall be delivered to employees on the first pay day of August of each contract year.
- **28.7** Advanced Rabies Immunizations. The City shall provide and pay for advanced rabies immunization shots for all active Assistant Animal Control Officers and upon hiring for all new Assistant Animal Control Officers. Such shots are to be distinguished from the normal rabies treatment that would occur when a possible exposure arises.

#### **ARTICLE 29 - INSURANCE**

29.1 The City shall provide and pay for the Health Benefits for all employees and

their enrolled eligible dependents as follows:

- A) "Medical Benefits" in accordance with the CT Partnership 2., a copy of which is annexed to the originals of this Contract and is on file with the City and the Union (the "Medical Plan") Appendix E.
- B) Drug Prescription plan (covering all approved medications) with the CT Partnership 2.0 Plan with an annual maximum and co-pays as described in the attached "Your Personal Prescription Benefit Program" section contained in Appendix F.
- C) The twenty-five dollar (\$25.00) deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan") described in Appendix G.
- D) The VSP Vision Plan, or its equivalent, as outlined and attached hereto as Appendix H (the "Vision Plan").
- 29.2 The City shall provide and pay for the cost of a Group Life Insurance Policy in the amount of twenty-five thousand dollars (\$25,000) dollars with accidental death and dismemberment for all employees.
- 29.3 Retirees prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contracts(s).
- 29.4 For health benefit eligible retirees and their enrolled eligible spouses at the time of retirement, upon attaining Medicare eligibility after their actual retirement date, the premium cost share for health care benefits shall be based upon the premium rate of the supplemental plan provided by the City for said retirees and their spouses. The premium cost share for the retiree's dependents, including a spouse, who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.
- 29.5 A) Benefits under the Medical Plan or, if appropriate due to age, Medicare Part Band the Medicare Supplement Plan to the extend needed, and the Prescription Drug Plan for retirees, who retired on or after June 30, 2001, and their enrolled eligible dependents on the date of retirement, if any, will be modified to conform to such benefits as provided to the active employees as the same may, from time to time, be modified under future collective bargaining agreements. No additional dependents may be enrolled under an employee's benefit package after retirement.

- B) If any employee who retires on or after July 1, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse, such retiree shall apply for, and if eligible obtain, such coverage provided that such alternative coverage shall not exceed in premium cost to the retiree the cost which the retiree would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of any buy- out program in such coverage. The Medical Benefits provided by the City of Bridgeport shall remain secondary to those other Medical Benefits obtained by the retiree, except that in the event the retiree shall not be eligible for alternative coverage, where the retirees' premium cost would be less than the retiree's premium cost for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse. The retiree and the retiree's spouse who have alternate coverage to which they must contribute shall not be required to contribute to the City's coverage to the extent of such contributions.
- 29.6 Whenever an employee covered by this agreement is suspended, all Health Benefits under Section 29.1 and insurance under Section 29.2 shall be provided throughout the period of suspension. Such Health Benefits and insurance shall continue to be provided for terminated employees, who have filed a timely grievance of such termination under this Agreement, until a final decision on such grievance inarbitration or six (6) months from the date of termination, whichever is sooner.
- 29.7 The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 29.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pays for the City's Plans Insurance as specified in Section 29.1 of this Article. If the cost for the alternative is greater than the amount the city would have paid or contributed had the employee not elected such plan, then the City agreed to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.
- 29.8 The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 29.1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 29.1 of this Article.

Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordancewith single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methodsof administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 29.1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 29.1 of the Article and substitution may be proposed for any one or more of the specified coverages.

- 29.9 The City shall provide a payment in lieu of health benefits, for employees that waive such coverage, in the amount of two thousand (\$2,000) dollars per year. This payment will be paid in two (2) equal installments.
- 29.10 The parties shall continue to work through the Labor Management Cooperative Committee on health care, which may modify but not substantially change the health benefits as provided herein.
- 29.11 For purposes of this Article, "Premium Cost" shall be defined the actual premium cost paid for Medical Plan and Drug Prescription plan (Sections 29.1A and B) coverages, but excluding Dental Plan and Vision Plan (Sections 29.1C and D) coverages which are 100% paid by the City or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA")
- 1. Effective January 1, 2023 the Premium Cost Share (PCS) paid shall be 25% for all active employees. Thereafter, the PCS shall increase by 1% per year on July 1st of each year, until a cap of 33 1/3% is reached, except as otherwise set forth in paragraph 2 below.
- 2. Members of the bargaining unit on July 1, 2012, or new members of the bargaining unit by virtue of an intra-City transfer, who werehired on or before July 1, 2012 and who were regular full time employees on said date shall have their PCS contribution capped at twenty five percent (25%) for their health care insurance. This 25% PCS cap is guaranteed to remain in effect for said members throughout their period of employment with the City and their entire period of retirement.
- 3. Said PCS percentage shall be in accordance with either number 1 or 2

above regardless of the coverage category of employee only, employee plus one, or employee plus family.

#### 29.12

- A) The City will implement and shall maintain a plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for health benefits and for childcare from the gross income of the employee for tax purposes.
- B) As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to selectfrom a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party.
- 29.13 Any employee hired after May 1, 2015 will not be eligible to receive postemployment medical benefits regardless of the service time the employee has with the City.

#### **ARTICLE 30 - PENSION PLAN**

30.1 All employees in the bargaining unit shall be covered by the Connecticut Municipal Employees Retirement System ("CMERS"). The employee contribution to CMERS shall be on a pre-tax basis subject to meeting CMERS requirements and all other City unions in CMERS agreeing to the pre-tax basis.

#### ARTICLE 31 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

- 31.1 The City of Bridgeport recognizes that a wide range of problems not directly associated with one's job function can have an undesirable effect on an employee's job performance.
- 31.2 The City of Bridgeport also recognizes that almost any human problem can besuccessfully treated provided it is identified in its early stages, and referral is made to an appropriate modality of care. This applies whether the problem be one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse or legal problems.
- 31.3 Therefore, the City of Bridgeport believes it is in the interest of the employee, the employee's family and the City to provide an employee service which deals with such persistent problems.

- 31.4 The Employee Assistance Program may establish, and therefore eliminate, and provide its services to all City employees and their immediate family members at nocost to employee or family.
- 31.5 The decision to seek the assistance of the EAP is left with the employee. An employee may seek assistance on his/her own or may agree to accept assistance at the suggestion of his/her supervisor.
- 31.6 Employees are assured that their job, future and reputation will not be jeopardized by utilizing this employee service. Strict record confidentiality will be observed at all times. No one other than the EAP counselor and the employee shall have access to the employee's file and/or progress reports, except in cases where this is waived by agreement.
- **31.7** Employee problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established Bargaining Agreement procedures. There is no conflict or contradiction with the prevailing unit procedures.
- 31.8 To ensure consistency and cooperation, the appropriate union steward will, if the employee consents, become involved when necessary. It should be understood from the outset that this service is a cooperative effort supported by the administration and unions representing City employees.

#### **ARTICLE 32 - HOLIDAYS**

- 32.1 All employees of the City of Bridgeport shall be paid and have the following days off as holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and any holiday officially proclaimed as such by the Mayor of the City.
- 32.2 If a holiday falls on Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed the preceding Friday. Employees who work in departments operating on a seven (7) day, twenty-four (24) hour basis will be paid for holidays on the actual day of the holiday.
- 32.3 In addition to receiving straight time pay as holiday pay for the holidays listed in Section 32.1, employees who work on either the holiday listed in Section 32.1, or the day on which such holiday is observed, shall be compensated for such work at 1 and 1/2 times their hourly rate for the longer period of work performedon either the actual holiday or the observed holiday, but not both. Employees who are scheduled off on a holiday

shall receive straight time for such holiday off.

32.4 To be eligible for holiday payment, the employee must have worked the full workday before the holiday and the full workday after the holiday, unless excused for reasons acceptable to the City, for example bereavement leave, personal illness, or illness on a holiday, provided the absence is accompanied by a medical certificate, acceptable to the Director of Labor Relations or his/her designee.

#### **ARTICLE 33 - VACATIONS**

- 33.1 Except as set forth below, vacations shall be in accordance with the ordinances of the City of Bridgeport which are now in effect and which provide for such vacations including pro-rated vacations for all part-time employees covered by this Agreement.
- 33.2 Employees are entitled to paid vacation each Contract Year based upon Tenure (as defined in Section 14.1) as follows:

Tenure	Vacation Entitlement
< 1 yr	One (1) day of paid vacation for each month of such continuous service but not to exceed seven (7) days in
	the Contract Year such service is rendered.
> 1 yr < 5 yrs	Ten (10) days
>5 yrs<10 yrs	Fifteen (15) days.
>10 yrs < 20 yrs	Twenty (20) days.
<20 years	Twenty-five (25) days

#### 33.3 Vacation Carryover and Vacation Payout

- 33.3.1 Employees with five or fewer vacation days are not eligible for Vacation Carryover or Vacation Payout, as defined below.
- 33.3.2 Employees with ten (10) or more vacation days may carry over not more than five (5) unused vacation days from one contract year to the next contract year ("Vacation Carryover").
- 33.3.3 Employees with fifteen (15) or more vacation days are eligible for Vacation Carryover and also may elect to receive payment, in lieu of vacation for ten (10) vacation days each contract year ("Vacation Payout"). Any employee eligible for both Vacation Carryover and Vacation Payout may elect to take one orboth in any contract year/vacation year. Each employee must take at least one (1) week vacation during each contract year.
- 33.3.4 Employees who have not carried over from the prior year and who

elect to take a Vacation Payout will be paid in accordance with the employee's current salary. An employee who carried over vacation from the prior year and elects the Vacation Payout option shall be paid at a rate equal to such employee's salary in effect at the end of the prior contract year. All payout shall be paid to the employee at the end of the contract/vacation year in which the election is made and at the pay rate in effect on the date(s) such vacation was earned.

- 33.4 All TCO's eligible for one or more weeks of vacation must take one vacation week as a unit. A unit shall consist for four (4) days.
- 33.5 If a holiday falls during an employee's vacation, such employee will not be charged a vacation day on the day of the holiday.

#### ARTICLE 34-SICK LEAVE

#### 34.1 Sick Leave Accrual:

- 34.1.1 On December 31, 2022, employees hired after June 30, 1992, shall be awarded five (5) sick leave days for the preceding six month period July-December 2022. Employees hired prior to June 30, 1992 shall shall earn sick leave at the rate of one and one-quarter working days for each calendar month of service during the six month period July-December 2022. Effective January 1, 2023 all employees shall earn sick leave at the rate of one and one-quarter working days for each calendar month of service, the total of which shall not exceed fifteen (15) days in the first twelve (12) months.
- 34.2 All unused sick leave of any employee shall be accumulated without limitations. Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.
- 34.3 A medical certificate, acceptable to the appointing authority, may be required for any absence consisting of three (3) or more consecutive working days.

#### 34.4 Sick Leave Payout:

34.4.1 Employees whose employment is terminated voluntarily or involuntarily and who were hired on or before June 30, 1992 shall receive a lump sum payout equal to eight-five per cent (85%) of the value of the total accumulated but unused sick leave calculated by using the employee's rate of pay at time of termination of employment.

- 34.4.2 Employees whose employment is terminated voluntarily or involuntarily and who were hired after June 30, 1992 and on or before ratification of this Agreement, shall receive a lump sum payout equal to fifty per cent (50%) of the value of the total accumulated but unused sick leave with a maximum accumulation of two hundred (200) days, calculated by using the employee's rate of pay at time of termination of employment.
- 34.4.3 Employees whose employment is terminated voluntarily or involuntarily and who were hired after ratification of this Agreement shall not be entitled to receive any lump sum payout of any accumulated but unused sick leave.
- 34.5 Upon the death of an employee who is eligible for a payout, the amount of sick leave credited to the employee shall be payable to his/her then living spouse, or if no spouse, to his/her then living child(ren) in equal shares, or if no children, to his/her estate.

#### 34.6 Administration:

- a) The City shall be responsible for the administration of these provisions.
- b) The City shall maintain a record for each employee of all sick leave taken and accumulated. These records shall be subject to periodic reports to be submitted to the employee.
- c) A record of each employee's accumulated sick leave shall be either 1) submitted to such employee upon request at least once annually, or. 2) indicated on theemployee's wage stub at established periodic intervals to be determined by the City but not less than once annually.

#### **ARTICLE 35 - OTHER LEAVE**

- 35.1 Paid Personal Leave. Three (3) days personal leave with pay for employees in ten month positions, and four (4) days personal leave with pay for employees in twelve month positions shall be granted to any employee on request for personal business in any contract year provided twenty-four (24) hours notice is given, except in an emergency. Such request will not be unreasonably denied. Unpaid personal days may not be carried over from one year to the next or converted to sick days.
- 35.2 Paid Bereavement Leave. Each employee shall be granted leave with pay in the event of a death in her/his immediate family. Such leave shall start on the day of death or the following day at the employee's option, and continue through and include the day of burial, except that in no event shall such leave be more than three (3) days, commencing on the day of death. For purposes of this Article, the term

"immediate family" shall mean and include the following: mother, father, mother-inlaw, father-in-law, sister, brother, spouse, child, grandparent, grandchildren, stepparents, step-brothers and step-sisters. Any other bereavement leave, or any extension of the above leave shall be charged to the employee's sick leave account Employees shall be granted one day leave with pay for the death of any aunt, uncle, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece or nephew. Employee shall provide verification of his/her relationship to the deceased.

- 35.3 Unpaid Catastrophic Disability Leave. Intent The intent of this section 35.3 is to allow an employee who becomes disabled and unable to work due to a catastrophic illness or condition, the opportunity to continue their healthcare insurance for up to one year.
- 35.3.1 Any employee who becomes medically disabled due to a catastrophic illness and in unable to perform their normally assigned duties may apply for medical leave by submitting a written statement from their physician indicating their present physical condition, the nature of the medical disability, the limitations to which that disability imposes upon their ability to continue with their normally assigned duties, and the probable duration of the disability.
- 35.3.2 Any employee so disabled within the meaning of this article shall be allowed to continue their City provided healthcare insurance at the same level that existed when they became disabled provided they continue paying their required premium cost share (PCS) contributions for said healthcare insurance.
- 35.3.3 Any employee medically disabled as a result of a catastrophic illness and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been accrued under the various provisions of this agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.
- 35.3.4 Any employee disabled as a result of a catastrophic illness or medical complications related to a catastrophic illness must return to their position when they are physically able to perform their duties without restrictions. The City may require medical proof of any disability which it considers unduly long in duration.
- 35.3.5 The maximum duration for leave under this article shall be one(1) year from the first date of said leave.
- 35.4 Leave of Absence. A department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period not to exceed one year, except that a six (6) month hardship extension may be granted with the approval of the Director of Labor Relations. No leave without pay shall be granted except upon written request of the employee. If approved, such leave shall be approved in writing and signed by the department head and the Director of Labor Relations.

Upon expiration of a regularly approved leave without pay, the employee shall return to work in the position held at the time leave was granted if the position is available. If the position is not available, the returning employee is to be placed in a position which he/she has demonstrated that he/she can perform effectively while in the Employer's employ and to which his/her seniority entitled him/her. Failure on the part of an employee on unpaid leave of absence to report for work promptly upon its expiration, without good cause, shall be considered as a resignation.

The Employer is not required to fill any vacancy created by such leave but any employee acting or appointed as a provisional to fill a bargaining unit position so created shall be part of the bargaining unit subject to this Agreement.

35.5 Notwithstanding any other provisions of this Agreement, no leave shall exceed twelve months in duration.

#### ARTICLE 36 - WORKER'S COMPENSATION SUPPLEMENT

- 36.1 In the event that an employee is required to be absent from work due to a job-related accident, and as a result thereof, has been determined to be entitled to compensation payments pursuant to the Connecticut State Worker's Compensation law, such employee shall be paid the difference between eighty percent (80%) of that employee's regular straight-time earnings and the amount of the weekly Worker's Compensation pay for each of the third (3rd) to the twelfth (12th) weeks during which the employee is thus required to be absent from work. This provision shall not apply to back weakness or back soreness cases and no differential payment shall be made in any such case.
- 36.2 Absence from work required by virtue of a job-related accident determined to be compensable under the Worker's Compensation Statute shall not reduce the sick leave allowance of the employee which has been accumulated pursuant to Section 34.2, Sick Leave of this Agreement.
- 36.3 Subject to the limitations provided in Section 35.4, and 35.3, workers compensation leave shall be granted until such time as the employee reaches maximum medical improvement.
- 36.4 Each employee so injured or disabled must choose from the list of approved health care providers on the City of Bridgeport Workers Compensation Managed Care Plan as it may be modified from time to time by the Plan Administrator with the approval of the Chairman of the Worker's Compensation Commission.

#### ARTICLE 37 - JURY DUTY

37.1 For each of its employees who is summoned to serve on a jury in the Superior Court or United States District Court (in the absence of solicitation by the employee to be listed as a prospective juror) and is required to serve on said jury, the City will reimburse such employees for the difference in the compensation received from the Court and the pay which said employee would have received had the employee worked those hours that the City would have scheduled for the employee's services during the same time period subject to the following provisions: Employees shall be eligible for this payment after presentation to the City of a statement by the appropriate Clerk of the Court setting forth the dates on which the employee was actually present in Court pursuant to the jury duty summons and the amount paid by the Court as the result of the performance of such jury duty.

#### ARTICLE 38 - NON-DISCRIMINATION

- 38.1 There shall be no discrimination against an employee because of the employee's race, color, sex, age, religion, national origin, marital status, disability, sexual orientation, political or Union affiliations.
- 38.2 Disputes involving alleged discrimination shall not be arbitrable if the jurisdiction of the Connecticut Human Rights and Opportunities Commission or anyfederal or state court or agency has been invoked with respect to a claim of discrimination.

#### ARTICLE 39 - RESIDENCY

- 39.1 Employees must inform the appropriate personnel office (i.e. Civil Service Commission, Board of Education or Grants Personnel Office) and the department of all changes of resident address within forty-eight (48) hours of such change.
- **39.2** Any employee residing outside the City of Bridgeport shall not be discriminated against regarding promotions and other conditions of employment because the employee is not a resident of the City of Bridgeport.

#### ARTICLE 40 - PUBLIC CONTACT

**40.1** To foster sound relations between members of the union and the public, it is agreed that the City shall provide name tags to employees who have regular contact with the public and the Union agrees that all employees who have regular contact with the

public will endeavor to put a good faith best effort in regularly wearing the name tags in a visible place.

**40.2** Further, it is agreed that employees whose duties include answering telephone calls from the public will endeavor to put a good faith best effort in answering the telephone by giving their first name after the greeting.

The parties shall agree in writing which employees are excluded from this provision.

#### ARTICLE 41 - SAVINGS CLAUSE, INCORPORATION

- 41.1 If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions. In the event of any conflict between the provisions included in the body of this Agreement and its incorporated Appendices, this Agreement shall control.
- 41.2 The specific City policies in existence on the effective date of this Agreement are attached hereto, incorporated herein and set forth as Appendix D, as follows:
  - 1. Drug and Alcohol Testing
  - 2. Attendance and Tardiness Policies
  - 3. Vacations

#### **ARTICLE 42 - TERMINATION**

42.1 The agreed upon items in this Agreement shall be effective as of the date of signing this Agreement following ratification/approval by respective parties and shall remain in full force and effect until the thirtieth (30th) day of June 2026. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no more than one hundred fifty (150) days nor less than one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. In the event that either party desiresto terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the expiration date.

#### **ARTICLE 43 - GENERAL PROVISIONS**

- 43.1 Whenever a new employee is hired, the City shall within ten (10) days of hire, provide the employee's name, department, job title, date of hire, whether or not he/she is a grant employee, and address to the Union. In addition, the City shall provide a complete seniority list of all employees of the Bargaining Unit to the Union Treasurer every six (6) months.
- 43.2 Whenever a new grant employee is being hired, upon request from the union, the City must furnish the following information to the Union:
- a) The number of employees to be hired under the grant;
- b) Type and source of funding, and
- Any special terms or conditions of employment.

The Union shall have access to the Grant documents upon request.

- 43.3 Volunteers may be utilized at the Library to supplement and assist but shall not perform bargaining unit work.
- **43.4** Any employee required to use their own vehicle in the performance of their job duties shall receive a mileage reimbursement at the IRS mileage rate subject to documentation in accordance with City Policies.

IN WITNESS WHEREOF, the parties have caused their names to be signed this \_\_\_\_ day of \_\_\_\_\_\_, 2023

FOR THE CITY

Joseph Ganim, Mayor

Errol V.Skyers

Attorney, Office of Labor Relations

Authorized Agent

FOR THE UNION

James V. Meszoros, President

Michael Fredding, Vice President

# EXHIBIT 1 POSITIONS FOR WHICH NO POSTING IS REQUIRED UNDER ARTICLE 16

Accounting Clerk I

Account Specialist (Nutrition)

Administrative Secretary

Advocate Office of Persons With Disabilities

Arrear Collection Agent

Assistant Animal Control Officer

Automotive Parts Specialist

Benefits Analyst

Bilingual Clerk

**Bridge Operator** 

Buyer Aide

Cafeteria Aide I

Cafeteria Assistant

Cafeteria Helper

Cashier

Clerical Assistant

Clerk

Clerk A

Clerk I

Collection Aide

Cook 1

Custodian 1

Customer Service Rep

Data Entry Operator I

Garage Clerk

In School Suspension Officer

Legal Receptionist

Legal Secretary

Library Assistant I

Library Binder

Lifeguard

Medical Assistant

Nutritionist

Paralegal

Parent Aide

Payroll Clerk

Payroll Compensation Processor

Personnel Assistant I

Personnel Trainee

Receptionist/Secretary

Secretarial Assistant

Security Guard

Senior Center Program Assistant

Service Assistant

Spanish Speaking Cashier

Stenographer

Stock Clerk

Storekeeper

Support Specialist I

Switchboard Operator

Typist I

Victim Advocate Receptionist

Vital Records Customer Service Clerk

## APPENDIX A

# LIST OF JOB CLASSIFICATIONS IN BARGAINING UNIT

# Appendix A

Accounting Clerk I

Accounting Clerk I (35 Hours) Accounting Clerk I (40 Hours)

Accounting Clerk II Accounting Clerk II

Accounting Clerk II (35 Hours)

Acct. Specialist - Nutrition Administrative Secretary

Administrative Specialist Advocate - Ofc Persons With Di

Arrear Collection Agent

Assistant Animal Control Offic Assistant Sealer Of Weights & Assistant Special Project Mana

Attendance Officer

Automotive Parts Specialist

Benefits Analyst Bilingual Clerk **BOE** Buyer **Bridge Operator** 

Buyer Buyer Aide Cafeteria Aide I Cafeteria Aide II Cafeteria Aide III Cafeteria Aide IV Cafeteria Assistant Cafeteria Helper Caseworker Cashier

Cashier (35 Hours) Cashier (40 Hours) Check Collator

City Certified Cafeteria Asst City Planning & Zoning Technic

Clerical Assistant Clerical Assistant Clerical/Data

Clerk

Clerk - Dental Clinic

Clerk A Clerk B Clerk I

Clerk I (35 Hours)

Clerk II

Code Enforcement Relocation Co

Personnel Assistant I

Collection Aide

Collection Aide (35 Hrs) Collection Aide (40 Hrs)

Condemnation/Anti-Blight Speci

Cook I Cook II

Coordinator Husky Program

Custodian I Custodian II Custodian III

Customer Service Rep

Data Analyst Data Analyst Data Analyst Data Analyst Data Coordinator Data Entry Operator Data Entry Operator I

Data Entry Operator I (35 Hour

Data Entry Operator II

Data Entry Operator II (35 Hou

Data Entry Operator III Data Entry Operator III 35 Hr Data Entry Specialist I Data Entry Specialist II Dental Assistant Dental Assistant Deputy Harbormaster Detention Officer

Detention Officer Pre 6/09 Emergency Medical Technician Emergency Reporting Service Op

**Employability Technician** 

Enforcement Relocation Coordin

Engineering Aid I (35 Hrs) Engineering Aid II

Engineering Aid III Epidemiological Inspector Epidemiological Inspector Facilities Spec. At Large

Family W/Serv Needs Casewkr Field Crew Coordinator/Courier

Field Crew Foreman

Financial Management Associate

Financial Mgmt Specialist

Financial Mgr-Nut

Special Projects Coordinator

Financial Planner

Fire Arson Analyst

Garage Clerk Health Advocate

HIV Clerk

Housing Code Inspector Housing Code Inspector In-School Suspension Officer

Intake Worker

Inventory Control Specialist

Job Developer Junior Librarian Laboratory Aid

Laboratory Technician I

Lead Epidemiological Investiga

Lead Guard

Lead Outreach Worker

Legal Assistant To City Attny

Legal Receptionist

Legal Secretary (35 Hours)

Library Assistant I Library Assistant II Library Assistant III Library Binder Library Investigator Maintenance

Maintenance-Nut. Ctr. Male Outreach Worker

Marine Operations Technician

Marine Safety Officer Medical Assistant Nutrition Aide

Nutrition Information Speciali

Office Specialist Operation Specialist Outreach Worker Outreach Worker

Paralegal Parent Aide Parent Aide

Parking Enforcement Officer

Payroll Clerk

Payroll Clerk (35 Hours) Payroll Clerk (40 Hours)

Payroll Clerk II

Payroll Compensation Processor

Personnel Assistant II Personnel Trainee

Pollution Control Field Operat

Program Coordinator Projects Manager

Property Appraiser I
Property Appraiser I (35 Hours

Property Appraiser II (35 Hour

Property Appraiser II (35 Hour

Pub Safety TCO

**Public Information Specialist** 

Receptionist
Receptionist/Clerk
Receptionist/Secretary
Receptionist/Secretary
Recreational Program Aide

Refugee Health Program Outreac

Registered Sanitarian/Inspecto Registered Sanitarian/Inspecto

Reimbursement Cashier Clerk

Retirement Administrator Retirement/Payroll Admin

Secretarial Assistant
Secretarial Assistant

Secretarial Assistant

Secretarial Assistant

Secretary

Secretary/Accountant To Direct

Security Guard Security Guard

Security Guard 10 Month Senior Center Coordinator

Senior Center Program Assistan

Senior Deputy Harbormaster

Senior Health Aide

Senior Information Specialist

Senior Medical Assistant

Senior Tax Coll Clerk - 35Hrs

Service Assistant Sewer Inspector Social Service Aid Social Worker

Social Worker (35 Hrs)

Spanish Speaking Cashier

Spanish Speaking Cashier (35 H

Special Officer

Special Projects Coordinator Sr Vital Record Cust Svc Clk

Stenographer Stenographer

Stenographer (35 Hrs) Stenographer (40 Hours)

Stock Clerk

Storekeeper(Replaced W/1402)

Support Specialist I (35 Hrs)

Switchboard Operator Tax Assessment Clerk

Tax Assessment Clerk (35 Hours Tax Coll Clerk Span(35 Hours)

Tax Coll Customer Svc

Tax Collector Clerk (35 Hours Telecommunications Operator

Telephone Specialist Temporary Clerk

Tuberculosis Outreach Worker

Typist I

Typist I (35 Hours)
Typist I (40 Hours)

Typist II

Typist II (35 Hours) Typist II (40 Hours)

Typist III

Typist III (35 Hrs)

Victim Advocate Receptionist Vital Records Cust Svc Clk

Zoning Inspector Zoning Inspector

#### APPENDIX B

# DEPARTMENT AND CLASSIFICATION EXCEPTIONS TO NORMAL AND CUSTOMARY WORKING HOURS AND OVERTIME PROVISIONS

All Employees shall be subject to the working hours and overtime provisions set forth in Article 11 of the Agreement except as set forth below. In the event of any conflict between the provisions of Article 11 and the provisions of this Appendix B, Appendix B shall be controlling.

#### 1. Employees assigned to City Hall:

Regular work hours will be from 9:00 a.m. to 5:00 p.m. with one (1) hour unpaid lunch (35 hour work week), except:

• by arrangements in each department on an equitable and rotating basis, some employees shall be required to work earlier or later, but no more than two (2) hours either way at the direction of each department head, where reasonable and necessary, for the convenience of the public. When so required to work, the employee affected will be given a later starting time, earlier quitting time or other mutually acceptable adjustment within a particular week, in order to provide uniformity of hours worked per week.

Departments, including the Board of Education, which now start the work day prior to 9:00 a.m., shall continue such starting times, but the hours of work of such employee affected thereby, shall be correspondingly reduced at the end of the work day so that such employees will not be required to work more than 35hours per week.

### 2. Employees assigned to School Cafeterias:

HOURS PER WEEK	REGULAR SHIFT
High Schools	
40 hours	6:30 a.m 2:30 p.m. 7:00 a.m 3:00 p.m.
30 hours	8:00 a.m 2:00 p.m. 9:00 a.m 3:00 p.m.
20 hours	9:30 a.m 1:30 p.m. 10:00 a.m 2:00 p.m. 11:00 a.m 3:00 p.m.
25 hours	9:00 a.m 2:00 p.m. 10:00 a.m 3:00 p.m.
Middle Schools	
40 hours	7:00 a.m 3:00 p.m.

30 hours	8:00 a.m 2:00 p.m.						
20 hours	9:30 a.m 1:30 p.m.						
	10:00 a.m 2:00 p.m.						
Elementary Schools							
40 hours	10:30 a.m 6:30 p.m.						
30 hours	10:00 a.m 4:00 p.m.						
20 hours	9:30 a.m 1:30 p.m.						
	2:00 p.m 6:00 p.m.						

Employees assigned to one of the shifts identified above will be utilized on that shift; provided, however, (1) that in instances where an unexpected lack of adequate personnel coverage threatens service at a school, cafeteria employees may be transferred to that school on a temporary basis to assure prompt, effective school meal coverage; and (2) temporary transfers to shifts other than those to which the employee is regularly assigned may be made in the case of emergencies. Transferred employees are to be returned to their regularly assigned shifts as soon as practicable.

3. Park Special Officers: Park Special Officers shall continue to retain primary overtime rights in the Parks as per the above Article 12.3c of the 2005-2009Collective Bargaining Agreement.

#### 4. Telecommunications Officers (TCOs):

The scheduled shifts of TCOs shall be:

1st shift - 8 a.m. to 4 p.m.
2nd shift - 4 p.m. to 12 a.m.
3rd shift - 12 a.m. to 8 a.m.
Overlap shifts - 11 a.m. to 7 p.m.
7 p.m. to 3 a.m.

All TCO's shall work thirty-six (36) hours per week. The night differential rate shall be \$1.15 per hour for hours worked between 4 p.m. and 8 a.m.

Every effort will be made to accommodate a half (1/2) hour lunch within these work schedules and requests for changes to lunch schedules will not be unreasonably denied.

Any TCO may swap work shifts on a day or days on which he/she is able to secure another employee to work in his/her place provided:

• The two shifts swapped occur within the same pay period (11:00 p.m. Saturday through 10:59 p.m. Saturday).

- Such substitution does not impose any cost to the City.
- · Such substitution is within the job title only.
- The Supervisor in charge is notified on the appropriate form at least three (3) days in advance of the requested swap except in the case of an emergency, in which case the request may be made by telephone.

Neither the Department nor the City shall be held responsible for enforcing any agreements made between employees.

As long as the above requirements are met, the swap requested shall not be denied.

TCOs Except for an operational emergency, as declared by the supervisor a newly hired TCO shall be precluded from overtime assignments during their probation. Overtime will be offered to the TCO's on an equitable basis.

- Except for an operational emergency, as declared by the supervisor a newly hired TCO shall be precluded from overtime assignments during their probation. Overtime will be offered to the TCO's on an equitable basis.
- 5. Parking Control Officers: Parking Control Officers will work eight (8) consecutive hours per day, forty (40) hours per week, Monday through Friday, with a thirty (30) minute paid lunch. The City shall maintain scheduling flexibility to set the schedules between the hours of 8:00 a.m. 5:00 p.m. Schedules will be set in advance by the City.

#### 6. Detention Officers (DOs):

All DOs will work a schedule of five (5) consecutive eight (8) hour days on duty followed by three (3) consecutive days off duty.

Work shifts shall be:

"A" shift-11:00 p.m. to 7:00 a.m. or 12 midnight to 8:00 a.m.

"B" Shift- 7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:00 p.m.

"C" Shift - 3:00 p.m. to 11:00 p.m. or 4:00 p.m. to 12 midnight.

The hours and days of work for all DOs may be changed for seasonal and operating reasons or for the convenience of the public or to conform to changes in the schedule of the Police Department, after the City meets and confers with the Union regarding such changes.

Notwithstanding, no DO shall work more than sixteen (16) hours straight,

including overtime, without at least eight (8) hours off duty between shifts.

Shift preference will be based upon seniority bid after satisfactory completion of the Field Training period subject to the Police Department determination as to the position available and/or needed on a shift. Shift assignments will be posted once per year by the City on or about October 15<sup>th</sup> of each year.

In the case of an emergency, declared by the Mayor or Police Chief, operating hours and schedules may be changed without notice to the Union. The City and Union will meet within seven (7) days if the emergency situation continues.

DOs assigned to work the "A" or "C" shifts shall receive a shift differential of one dollar and ten cents (\$1.15) per hour.

DOs who work in excess of their regularly assigned work week or workschedule shall be paid at a rate of one and one-half (1 ½) their regular straight time hourly rate for such work.

DOs who are off-duty sick on the day they are scheduled to work overtime shall be charged as thought they had worked. DOs who are off- duty sick shall be required to work an eight (8) hour regular tour before they can work Department Overtime.

DOs who are off-duty on their regular scheduled workday, when their name appears in rotation, shall be charged as though they would have worked.

In the case of DOs on suicide watch, on overtime, the City must exhaust the seniority roster of DOs for replacement before hiring Police Officers to fill such vacancy. In the case of a female DO on suicide watch or hiring thereof, the City must exhaust the seniority roster of DOs for their replacement for regular duties before hiring Police Officers to fill such vacancy.

In the event that no DO is available to work overtime, the least senior DO in the classification and work area affected must work such overtime. If ordered by the Police Chief or his/her designee, no DO mayrefuse to work overtime.

The City may change the shift hours for CAD and ERS to be same for both operations because of a combination of the dispatch functions at the City. The parties will continue to meet to negotiate the establishment of a new combined function for the two positions, new hours of work and a new salary structure for the combined positions. In the event that no agreement is reached within sixty (60) days the matter will be submitted to binding interest arbitration under MERA.

# APPENDIX C WAGE RATES AND STEPS

## Appendix C

EFF DATE JCC	DESCRIPTION	FULL DESC	HRS/PERIOD						STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
07/01/2022 1301	ACCT CLK I	ACCOUNTING CLERK I	32.50	\$39,045	\$41,003	\$42,956	\$44,908	\$45,982	\$48,812					
07/01/2023 1301	ACCT CLK I	ACCOUNTING CLERK I	32.50			Committee back to the			\$50,276					
07/01/2024 1301	ACCT CLK I	ACCOUNTING CLERK I	32.50	\$41,423	\$43,500	\$45,572	\$47,643	\$48,783	\$51,784					
07/01/2025 1301	ACCT CLK I	ACCOUNTING CLERK I	32.50	\$41,941	\$44,044	\$46,142	\$48,238	\$49,392	\$52,432					
07/01/2022 1239	ACCT CLK 135	ACCOUNTING CLERK I (35 HOURS)	35.00	\$42,048	\$44,157	\$46,260	\$48,362	\$49,519	\$52,565					
07/01/2023 1239	ACCT CLK I 35	ACCOUNTING CLERK I (35 HOURS)	35.00	\$43,309	\$45,482	\$47,648	\$49,812	\$51,005	\$54,142					
07/01/2024 1239		ACCOUNTING CLERK I (35 HOURS)	35.00	\$44,608	\$46,846	\$49,078	\$51,307	\$52,535	\$55,766					
07/01/2025 1239		ACCOUNTING CLERK I (35 HOURS)	35.00	\$45,166	\$47,432	\$49,691	\$51,948	\$53,192	\$56,463					
07/01/2022 1240	ACCT CLK I 40	ACCOUNTING CLERK I (40 HOURS)	40.00	\$48.057	\$50,465	\$52,867	\$55,269	\$56,594	\$60,076					
07/01/2023 1240		ACCOUNTING CLERK I (40 HOURS)	40.00			ED STREET AND STREET			\$61,878					
07/01/2024 1240		ACCOUNTING CLERK I (40 HOURS)	40.00			The state of the s			\$63,734					
07/01/2025 1240		ACCOUNTING CLERK I (40 HOURS)	40.00	0.5				7	\$64,531					
07/01/2022 1299	ACCT CLK II	ACCOUNTING CLERK II	40.00	\$60.575	\$62.785	\$64.975	\$67.711	\$69,566	\$74,248					
07/01/2023 1299		ACCOUNTING CLERK II	40.00						\$76,475					
07/01/2024 1299		ACCOUNTING CLERK II	40.00						\$78,769					
07/01/2025 1299		ACCOUNTING CLERK II	40.00			100 mm			\$79,754					
07/01/2022 1244	ACCT CLK II 35	ACCOUNTING CLERK II (35 HOURS)	35.00	\$53.003	\$54.935	\$56.851	\$59.248	\$60.874	\$64,967					
07/01/2023 1244		ACCOUNTING CLERK II (35 HOURS)	35.00						\$66,916					
07/01/2024 1244		ACCOUNTING CLERK II (35 HOURS)	35.00						\$68,924					
07/01/2025 1244		ACCOUNTING CLERK II (35 HOURS)	35.00						\$69,785					
07/01/2022 0031	ACCT SPECI NUT	ACCT. SPECIALIST - NUTRITION	32.50	\$45,667	\$47.456	\$49,233	\$52.788							
07/01/2023 0031		ACCT. SPECIALIST - NUTRITION	32.50			\$50,710								
07/01/2024 0031		ACCT. SPECIALIST - NUTRITION	32.50			\$52,231								
07/01/2025 0031		ACCT. SPECIALIST - NUTRITION	32.50			\$52,884								
07/01/2022 G361	ADMIN SECV	ADMINISTRATIVE SECRETARY	35.00	\$54,372										
07/01/2022 G361 07/01/2023 G361		ADMINISTRATIVE SECRETARY	35.00	\$56,003										
07/01/2024 G361		ADMINISTRATIVE SECRETARY	35.00	\$57,683										
07/01/2025 G361		ADMINISTRATIVE SECRETARY	35.00	\$58,404										
07/01/2023 0301	ADMIN JECT	ADMINISTRATIVE SECRETARY	33.00	POP,6CC										
07/01/2022 1257	ADMIN SPECIAL	ADMINISTRATIVE SPECIALIST	40.00				1		\$86,841					
07/01/2023 1257	ADMIN SPECIAL	ADMINISTRATIVE SPECIALIST	40.00	\$73,737	\$76,006	\$78,274	\$84,313	\$86,841	\$89,447					
07/01/2024 1257	ADMIN SPECIAL	ADMINISTRATIVE SPECIALIST	40.00	\$75,949	\$78,286	\$80,622	\$86,842	\$89,446	\$92,130					
07/01/2025 1257	ADMIN SPECIAL	ADMINISTRATIVE SPECIALIST	40.00	\$76,898	\$79,265	\$81,630	\$87,928	\$90,564	\$93,282					

EFF DATE	ICC	DESCRIPTION	FULL DESC	HRS/PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	<u>STEP 10</u>
07/01/2022	G088	ADVOCATE-OPD	ADVOCATE - OFC PERSONS WITH DI	35.00	\$54,868									
07/01/2023	G088	ADVOCATE-OPD	ADVOCATE - OFC PERSONS WITH DI	35.00	\$56,514									
07/01/2024	G088	ADVOCATE-OPD	ADVOCATE - OFC PERSONS WITH DI	35.00	\$58,210									
07/01/2025	G088	ADVOCATE-OPD	ADVOCATE - OFC PERSONS WITH DI	35.00	\$58,937									
07/01/2022	G215	ARREAR COLLAGT	ARREAR COLLECTION AGENT	35.00	\$56,179									
		ARREAR COLL AGT	ARREAR COLLECTION AGENT	35.00	\$57,865									
07/01/2024	G215	ARREAR COLL AGT	ARREAR COLLECTION AGENT	35.00	\$59,601									
07/01/2025	G215	ARREAR COLL AGT	ARREAR COLLECTION AGENT	35.00	\$60,346									
		ASST ANIM CTRL	ASSISTANT ANIMAL CONTROL OFFIC	40.00		\$49,832								
07/01/2023	8267	ASST ANIM CTRL	ASSISTANT ANIMAL CONTROL OFFIC	40.00			\$55,520							
07/01/2024	8267	ASST ANIM CTRL	ASSISTANT ANIMAL CONTROL OFFIC	40.00			\$57,186							
07/01/2025	8267	ASST ANIM CTRL	ASSISTANT ANIMAL CONTROL OFFIC	40.00	\$49,161	\$53,528	\$57,901			*				
		ASST SLR WTS MS	ASSISTANT SEALER OF WEIGHTS &	35.00			\$52,517							
		ASST SLR WTS MS	ASSISTANT SEALER OF WEIGHTS &	35.00		N. Contract	\$54,092							
07/01/2024	3301	ASST SLR WTS MS	ASSISTANT SEALER OF WEIGHTS &	35.00			\$55,715							
07/01/2025	3301	ASST SLR WTS MS	ASSISTANT SEALER OF WEIGHTS &	35.00	\$52,582	\$54,512	\$56,411	\$58,343						
07/01/2022	1402	AUTO PARTS SPEC	AUTOMOTIVE PARTS SPECIALIST	40.00			100000000000000000000000000000000000000	\$63,179						
07/01/2023	1402	<b>AUTO PARTS SPEC</b>	<b>AUTOMOTIVE PARTS SPECIALIST</b>	40.00				\$65,075						
07/01/2024	1402	AUTO PARTS SPEC	AUTOMOTIVE PARTS SPECIALIST	40.00				\$67,027						
07/01/2025	1402	AUTO PARTS SPEC	AUTOMOTIVE PARTS SPECIALIST	40.00	\$56,215	\$60,099	\$63,985	\$67,865	\$71,750					
07/01/2022	0283	BENEFITS ANALYS	BENEFITS ANALYST	35.00				\$60,490	STATE OF THE PARTY	7				
		BENEFITS ANALYS	BENEFITS ANALYST	35.00				\$62,305						
07/01/2024	0283	BENEFITS ANALYS	BENEFITS ANALYST	35.00				\$64,174						
07/01/2025	0283	BENEFITS ANALYS	BENEFITS ANALYST	35.00	\$56,669	\$59,446	\$62,203	\$64,976	\$66,721	\$71,118				
07/01/2022	G031	BILNG ASSMT WKR	BILINGUAL CLERK	35.00	\$53,216									
07/01/2023	G031	BILNG ASSMT WKR	BILINGUAL CLERK	35.00	\$54,812									
07/01/2024	G031	BILNG ASSMT WKR	BILINGUAL CLERK	35.00	\$56,457									
07/01/2025	G031	BILNG ASSMT WKR	BILINGUAL CLERK	35.00	\$57,163									

EFF DATE JCC		FULL DESC	HRS/PERIOD					STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
07/01/2022 8222		BRIDGE OPERATOR	40.00		\$42,779									
07/01/2023 8222	BRIDGE OPER	BRIDGE OPERATOR	40.00		\$44,062									
07/01/2024 8222		BRIDGE OPERATOR	40.00		\$45,384									
07/01/2025 8222	BRIDGE OPER	BRIDGE OPERATOR	40.00	\$44,656	\$45,952	\$47,247	\$48,549							
07/01/2022 1404	BUYER	BUYER	35.00	\$64,771	\$66,701	\$68,635								
07/01/2023 1404	BUYER	BUYER	35.00	\$66,714	\$68,702	\$70,694								
07/01/2024 1404	BUYER	BUYER	35.00	\$68,715	\$70,763	\$72,815								
07/01/2025 1404	BUYER	BUYER	35.00	\$69,574	\$71,647	\$73,725								
07/01/2022 1407	BUYERAIDE	BUYER AIDE	35.00	\$50,869	\$52,461	\$54,049	\$55,635	\$57,225						
07/01/2023 1407	BUYER AIDE	BUYER AIDE	35.00	\$52,395	\$54,035	\$55,671	\$57,305	\$58,941						
07/01/2024 1407	BUYER AIDE	BUYER AIDE	35.00	\$53,967	\$55,656	\$57,341	\$59,024	\$60,710						
07/01/2025 1407	BUYER AIDE	BUYER AIDE	35.00	\$54,641	\$56,352	\$58,058	\$59,761	\$61,469						
07/01/2022 0048	CAFE AIDE I	CAFETERIA AIDE I	30.00	\$20,940	\$21,326	\$21,671	\$21,990							
07/01/2023 0048	CAFE AIDE I	CAFETERIA AIDE I	30.00	\$21,569	\$21,965	\$22,321	\$22,650							
07/01/2024 0048	CAFE AIDE I	CAFETERIA AIDE I	30.00	\$22,216	\$22,624	\$22,991	\$23,329							
07/01/2025 0048	CAFE AIDE I	CAFETERIA AIDE I	30.00	\$22,493	\$22,907	\$23,278	\$23,621							
07/01/2022 0049	CAFE AIDE II	CAFETERIA AIDE II	40.00	\$32,544	\$33,554	\$34,582								
07/01/2023 0049	CAFE AIDE II	CAFETERIA AIDE II	40.00	\$33,521	\$34,561	\$35,619								
07/01/2024 0049	CAFE AIDE II	CAFETERIA AIDE II	40.00	\$34,526	\$35,598	\$36,688								
07/01/2025 0049	CAFE AIDE II	CAFETERIA AIDE II	40.00	\$34,958	\$36,043	\$37,146								
07/01/2022 0409	CAFE AIDE III	CAFETERIA AIDE III	40.00	\$36,310	\$37,344	\$38,323								
07/01/2023 0409	CAFE AIDE III	CAFETERIA AIDE III	40.00	\$37,400	\$38,464	\$39,472								
07/01/2024 0409	CAFE AIDE III	CAFETERIA AIDE III	40.00	\$38,522	\$39,618	\$40,656								
07/01/2025 0409	CAFE AIDE III	CAFETERIA AIDE III	40.00	\$39,003	\$40,113	\$41,165								
07/01/2022 0410	CAFE AIDE IV	CAFETERIA AIDE IV	40.00	\$55,881	\$56,631	\$57,378								
07/01/2023 0410	CAFE AIDE IV	CAFETERIA AIDE IV	40.00	\$57,557	\$58,330	\$59,100								
07/01/2024 0410	CAFE AIDE IV	CAFETERIA AIDE IV	40.00	\$59,284	\$60,080	\$60,873								
07/01/2025 0410	CAFE AIDE IV	CAFETERIAAIDE IV	40.00	\$60,025	\$60,831	\$61,633								
07/01/2022 9104	CAFE HELPER	CAFETERIA HELPER	30.00	\$21,427	\$21,822	\$22,175	\$22,501							
07/01/2023 9104	CAFE HELPER	CAFETERIA HELPER	30.00	\$22,070	\$22,476	\$22,840	\$23,176							
07/01/2024 9104	CAFE HELPER	CAFETERIA HELPER	30.00	\$22,732	\$23,151	\$23,526	\$23,872							
07/01/2025 9104	CAFE HELPER	CAFETERIA HELPER	30.00	\$23,016	\$23,440	\$23,820	\$24,170							

EFF DATE	icc	DESCRIPTION	FULL DESC	HRS/PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
07/01/2022	0405	CAFETERIA ASSIS	CAFETERIA ASSISTANT	37.50	\$14.00									
07/01/2023	0405	CAFETERIA ASSIS	CAFETERIA ASSISTANT	37.50	\$15.45									
07/01/2024	0405	CAFETERIA ASSIS	CAFETERIA ASSISTANT	37.50	\$15.91									
07/01/2025	0405	CAFETERIA ASSIS	CAFETERIA ASSISTANT	37.50	\$16.11									
07/01/2022	G001	CASE WRKR	CASEWORKER	35.00		\$61,426								
07/01/2023	G001	CASE WRKR	CASEWORKER	35.00		\$63,269								
07/01/2024	G001	CASE WRKR	CASEWORKER	35.00	CONTRACTOR OF THE	\$65,167								
07/01/2025	G001	CASE WRKR	CASEWORKER	35.00	\$63,085	\$65,982								
07/01/2022	1303	CASHIER	CASHIER	32.50	\$39,045	\$41,003	\$42,956	\$44,908	\$45,982	\$48,812				
07/01/2023	1303	CASHIER	CASHIER	32.50	174.7 LOS 6.0 - ALD PA	\$42,233								
07/01/2024	1303	CASHIER	CASHIER	32.50		\$43,500								
07/01/2025	1303	CASHIER	CASHIER	32.50	\$41,941	\$44,044	\$46,142	\$48,238	\$49,392	\$52,432				
07/01/2022	1241	CASHIER 35 HR	CASHIER (35 HOURS)	35.00		\$44,157								
07/01/2023	1241	CASHIER 35 HR	CASHIER (35 HOURS)	35.00		\$45,482				CATE CONTRACTOR				
07/01/2024	1241	CASHIER 35 HR	CASHIER (35 HOURS)	35.00		\$46,846								
07/01/2025	1241	CASHIER 35 HR	CASHIER (35 HOURS)	35.00	\$45,166	\$47,432	\$49,691	\$51,948	\$53,192	\$56,463				
07/01/2022	1242	CASHIER 40 HR	CASHIER (40 HOURS)	40.00		\$50,465			100000000000000000000000000000000000000					
07/01/2023	1242	CASHIER 40 HR	CASHIER (40 HOURS)	40.00		\$51,979								
07/01/2024	1242	CASHIER 40 HR	CASHIER (40 HOURS)	40.00		\$53,538			100000000000000000000000000000000000000					
07/01/2025	1242	CASHIER 40 HR	CASHIER (40 HOURS)	40.00	\$51,621	\$54,207	\$56,787	\$59,368	\$60,791	\$64,531				
		CLERICAL ASSIST	CLERICAL ASSISTANT	35.00		\$38,911								
		CLERICAL ASSIST	CLERICAL ASSISTANT	35.00		\$40,079	Auditor							
07/01/2024	1259	CLERICAL ASSIST	CLERICAL ASSISTANT	35.00		\$41,281								
07/01/2025	1259	CLERICAL ASSIST	CLERICAL ASSISTANT	35.00	\$36,650	\$41,797	\$47,104							
07/01/2022	G176	CLERICAL ASST	CLERICAL ASSISTANT	35.00		\$44,318								
07/01/2023	G176	CLERICAL ASST	CLERICAL ASSISTANT	35.00	\$42,495	\$45,647								
07/01/2024	G176	CLERICAL ASST	CLERICAL ASSISTANT	35.00	\$43,770	\$47,017								
07/01/2025	G176	CLERICAL ASST	CLERICAL ASSISTANT	35.00	\$44,317	\$47,604								

			DESCRIPTION	FULL DESC	HRS/PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP S	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
(	07/01/2022	G036	CLERK	CLERK	35.00	\$31,405	\$33,316								
(	7/01/2023	G036	CLERK	CLERK	35.00	\$32,347	\$34,316								
(	07/01/2024	G036	CLERK	CLERK	35.00	\$33,317	\$35,345								
(	07/01/2025	G036	CLERK	CLERK	35.00	\$33,734	\$35,787								
0	7/01/2022	G008	CLERK A	CLERK A	35.00	\$29,713	\$31,405	\$32,092	\$34,097	\$34,880	\$35,924	\$36,942	\$37,297	\$39,046	\$39,807
0	7/01/2023	G008	CLERK A	CLERK A	35.00	\$30,605	\$32,347	\$33,054	\$35,120	\$35,926	\$37,002	\$38,050	\$38,416	\$40,218	\$41,002
(	07/01/2024	G008	CLERK A	CLERK A	35.00	\$31,523	\$33,317	\$34,046	\$36,174	\$37,004	\$38,112	\$39,192	\$39,569	\$41,424	\$42,232
(	07/01/2025	G008	CLERK A	CLERK A	35.00	\$31,917	\$33,734	\$34,472	\$36,626	\$37,467	\$38,589	\$39,682	\$40,063	\$41,942	\$42,760
(	7/01/2022	G025	CLERK B	CLERK B	35.00	\$37,448									
C	7/01/2023	G025	CLERK B	CLERK B	35.00	\$38,571									
0	7/01/2024	G025	CLERK B	CLERK B	35.00	\$39,728									
C	7/01/2025	G025	CLERK B	CLERK B	35.00	\$40,225									
(	7/01/2022	1102	CLERK I	CLERK I	32.50	\$36,496	\$38,325	\$40,144	\$41,969	\$42,914	\$45,620				
(	7/01/2023	1102	CLERK I	CLERK I	32.50	\$37,591	\$39,475	\$41,349	\$43,228	\$44,201	\$46,988				
C	7/01/2024	1102	CLERK I	CLERK I	32.50	\$38,719	\$40,659	\$42,589	\$44,525	\$45,527	\$48,398				
C	7/01/2025	1102	CLERK I	CLERK I	32.50	\$39,203	\$41,168	\$43,121	\$45,082	\$46,096	\$49,003				
C	7/01/2022	1231	CLERK I 35 HRS	CLERK I (35 HOURS)	35.00	\$39,302	\$41,269	\$43,232	\$45,198	\$46,215	\$49,132				
C	7/01/2023	1231	CLERK I 35 HRS	CLERK I (35 HOURS)	35.00	\$40,481	\$42,507	\$44,529	\$46,554	\$47,602	\$50,606				
0	7/01/2024	1231	CLERK I 35 HRS	CLERK I (35 HOURS)	35.00	\$41,695	\$43,782	\$45,865	\$47,951	\$49,030	\$52,124				
C	7/01/2025	1231	CLERK I 35 HRS	CLERK I (35 HOURS)	35.00	\$42,216	\$44,330	\$46,438	\$48,550	\$49,642	\$52,776				
C	7/01/2022	1105	CLERK II	CLERK II	32.50	\$39,045	\$41,003	\$42,956	\$44,908	\$45,982	\$48,812	\$56,414			
C	7/01/2023	1105	CLERK II	CLERKII	32.50	\$40,217	\$42,233	\$44,245	\$46,255	\$47,362	\$50,276	\$58,107			
C	7/01/2024	1105	CLERK II	CLERK II	32.50	\$41,423	\$43,500	\$45,572	\$47,643	\$48,783	\$51,784	\$59,850			
C	7/01/2025	1105	CLERK II	CLERK II	32.50	\$41,941	\$44,044	\$46,142	\$48,238	\$49,392	\$52,432	\$60,598			
C	7/01/2022	3315	CODE ENFRCE OFF	CODE ENFORCEMENT RELOCATION CO	35.00	\$66,950									
0	7/01/2023	3315	CODE ENFRCE OFF	CODE ENFORCEMENT RELOCATION CO	35.00	\$68,959									
0	7/01/2024	3315	CODE ENFRCE OFF	CODE ENFORCEMENT RELOCATION CO	35.00	\$71,027									
0	7/01/2025	3315	CODE ENFRCE OFF	CODE ENFORCEMENT RELOCATION CO	35.00	\$71,915									
0	7/01/2022	G021	COLL AIDE	COLLECTION AIDE	35.00	\$39,792	\$42,300	\$43,651	\$55,127						
0	7/01/2023	3021	COLL AIDE	COLLECTION AIDE	35.00	\$40,986	\$43,569	\$44,961	\$56,780						
0	7/01/2024	3021	COLL AIDE	COLLECTION AIDE	35.00	\$42,215	\$44,876	\$46,310	\$58,484						
	7/01/2025			COLLECTION AIDE	35.00		\$45,437								

EFF DATE	JCC	DESCRIPTION	FULL DESC	HRS/PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	<u>STEP 10</u>
07/01/202	2 1248	COLL AIDE 35 HR	COLLECTION AIDE (35 HRS)	35.00	\$39,792	\$42,300	\$43,651	\$52,988						
07/01/202	3 1248	COLL AIDE 35 HR	COLLECTION AIDE (35 HRS)	35.00	\$40,986	\$43,569	\$44,961	\$54,578						
07/01/2024	4 1248	COLL AIDE 35 HR	COLLECTION AIDE (35 HRS)	35.00	\$42,215	\$44,876	\$46,310	\$56,215						
07/01/202	5 1248	COLL AIDE 35 HR	COLLECTION AIDE (35 HRS)	35.00	\$42,743	\$45,437	\$46,889	\$56,918						
07/01/202	2 1249	COLL AIDE 40 HR	COLLECTION AIDE (40 HRS)	40.00	\$45,475	\$48,346	\$49,886							
07/01/202	3 1249	COLL AIDE 40 HR	COLLECTION AIDE (40 HRS)	40.00	\$46,839	\$49,797	\$51,383							
07/01/202	4 1249	COLL AIDE 40 HR	COLLECTION AIDE (40 HRS)	40.00	\$48,244	\$51,290	\$52,924							
07/01/202	5 1249	COLL AIDE 40 HR	COLLECTION AIDE (40 HRS)	40.00	\$48,847	\$51,932	\$53,586							
07/01/202	2 3316	CONDEM/ANTI BL	CONDEMNATION/ANTI-BLIGHT SPECI	35.00	\$55,658	\$56,769	\$57,907	\$59,064	\$60,318					
07/01/202	3 3316	CONDEM/ANTI BL	CONDEMNATION/ANTI-BLIGHT SPECI	35.00	\$57,328	\$58,473	\$59,644	\$60,836	\$62,127					
07/01/2024	4 3316	CONDEM/ANTI BL	CONDEMNATION/ANTI-BLIGHT SPECI	35.00	\$59,048	\$60,227	\$61,433	\$62,661	\$63,991					
07/01/202	5 3316	CONDEM/ANTI BL	CONDEMNATION/ANTI-BLIGHT SPECI	35.00	\$59,786	\$60,980	\$62,201	\$63,445	\$64,791					
07/01/202	2 9110	COOKI	COOKI	40.00	\$39,693	\$40,904	\$42,143							
07/01/202	3 9110	COOKI	COOKI	40.00	\$40,884	\$42,132	\$43,408							
07/01/2024	4 9110	COOKI	COOKI	40.00	\$42,110	\$43,395	\$44,710	1						
07/01/202	5 9110	COOKI	COOK I	40.00	\$42,637	\$43,938	\$45,269							
07/01/202	2 9113	COOK II	COOK II	40.00	\$42,691	\$43,903	\$45,112							
07/01/202	3 9113	COOK II	COOK II	40.00	\$43,972	\$45,220	\$46,465							
07/01/202	4 9113	COOK II	COOK II	40.00	\$45,291	\$46,576	\$47,859	N:						
07/01/202	5 9113	COOK II	COOK II	40.00	\$45,857	\$47,159	\$48,457							
07/01/202	2 2303	CTY P&Z TECH	CITY PLANNING & ZONING TECHNIC	35.00	\$45,249	\$46,468	\$47,665	\$48,883						
07/01/202	3 2303	CTY P&Z TECH	CITY PLANNING & ZONING TECHNIC	35.00	\$46,606	\$47,863	\$49,095	\$50,349						
07/01/2024	4 2303	CTY P&Z TECH	CITY PLANNING & ZONING TECHNIC	35.00	\$48,005	\$49,298	\$50,568	\$51,860						
07/01/202	5 2303	CTY P&Z TECH	CITY PLANNING & ZONING TECHNIC	35.00	\$48,605	\$49,915	\$51,200	\$52,508						
07/01/202	2 1113	CUST SERV REP	CUSTOMER SERVICE REP	40.00	\$54,540	\$57,094	\$59,645	\$62,199	\$64,757					
07/01/202	3 1113	CUST SERV REP	CUSTOMER SERVICE REP	40.00	\$56,176	\$58,807	\$61,435	\$64,065	\$66,700					
		CUST SERV REP	CUSTOMER SERVICE REP	40.00	\$57,861	\$60,571	\$63,278	\$65,987	\$68,701					
		CUST SERV REP	CUSTOMER SERVICE REP	40.00	\$58,584	\$61,328	\$64,069	\$66,811	\$69,560					

EFF DATE JCC	DESCRIPTION	FULL DESC	HRS/PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
07/01/2022 9507	CUSTODIAN I	CUSTODIAN I	40.00	\$43,745	\$44,968								
07/01/2023 9507	CUSTODIAN I	CUSTODIAN I	40.00	\$45,057	\$46,317								
07/01/2024 9507	CUSTODIAN I	CUSTODIAN I	40.00	\$46,409	\$47,706	- 2							
07/01/2025 9507	CUSTODIAN I	CUSTODIAN I	40.00	\$46,989	\$48,303								
07/04/2022 0544	CHETODIANU	CUSTORIANU	40.00	¢46 170									
07/01/2022 9511		CUSTODIAN II	40.00	\$46,170									
07/01/2023 9511		CUSTODIAN II	40.00	\$47,555									
07/01/2024 9511		CUSTODIAN II	40.00	\$48,981									
07/01/2025 9511	CUSTODIAN II	CUSTODIAN II	40.00	\$49,594									
07/01/2022 9513	CUSTODIAN III	CUSTODIAN III	40.00	\$47,367									
07/01/2023 9513	CUSTODIAN III	CUSTODIAN III	40.00	\$48,788									
07/01/2024 9513	CUSTODIANIII	CUSTODIAN III	40.00	\$50,251									
07/01/2025 9513	CUSTODIAN III	CUSTODIAN III	40.00	\$50,879									
07/01/2022 1208	DATA ANALYST	DATA ANALYST	32.50	\$45 667	\$47.456	\$49 233	\$51,015	\$57 793					
07/01/2022 1208 07/01/2022 G101		DATA ANALYST	35.00				\$54,938						
07/01/2023 1208		DATA ANALYST	32.50			A STATE OF THE PARTY OF THE PAR	\$52,545						
07/01/2023 G101		DATA ANALYST	35.00	A 1107 COST			\$56,586						
07/01/2024 1208		DATA ANALYST	32.50				\$54,122						
07/01/2024 G101		DATA ANALYST	35.00				\$58,284						
07/01/2025 1208		DATA ANALYST	32.50				\$54,798						
07/01/2025 G101		DATA ANALYST	35.00				\$59,012						
07/01/2022 1238		DATA ANALYST	35.00	0.0047.7556076			\$54,940						
07/01/2023 1238		DATA ANALYST	35.00				\$56,588						
07/01/2024 1238		DATA ANALYST	35.00				\$58,286						
07/01/2025 1238	DATA ANALYST 35	DATA ANALYST	35.00	\$52,830	\$54,896	\$56,951	\$59,015	\$61,069					
07/01/2022 1252	DATA ANALYST 40	DATA ANALYST	40.00	\$56,210	\$58,407	\$60,595	\$62,790	\$64,977					
07/01/2023 1252	DATA ANALYST 40	DATA ANALYST	40.00	\$57,896	\$60,159	\$62,413	\$64,674	\$66,926					
07/01/2024 1252		DATA ANALYST	40.00	\$59,633	\$61,964	\$64,285	\$66,614	\$68,934					
07/01/2025 1252		DATA ANALYST	40.00	\$60,379	\$62,739	\$65,089	\$67,446	\$69,795					
	DATA COORD	DATA COORDINATOR	40.00	¢47.636	¢50.303	¢=1,033							
07/01/2022 3617		DATA COORDINATOR	40.00		\$50,282								
07/01/2023 3617		DATA COORDINATOR	40.00		\$51,790								
07/01/2024 3617		DATA COORDINATOR	40.00		\$53,344								
07/01/2025 3617	DATA COORD	DATA COORDINATOR	40.00	\$51,169	\$54,010	\$56,857							

EFF DATE JCC	DESCRIPTION	FULL DESC	HRS/PERIOD		-	A Company of the Comp		STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
07/01/2022 1203	DATA ENT OP1	DATA ENTRY OPERATOR I	32.50			\$37,619								
07/01/2023 1203	DATA ENT OP1	DATA ENTRY OPERATOR I	32.50			\$38,747								
07/01/2024 1203	DATA ENT OP1	DATA ENTRY OPERATOR I	32.50	\$35,089	\$36,234	\$39,910								
07/01/2025 1203	DATA ENT OP1	DATAENTRY OPERATOR I	32.50	\$35,527	\$36,687	\$40,409								
07/01/2022 1205	DATA ENT OPIL	DATA ENTRY OPERATOR II	32.50			\$39,895								
07/01/2023 1205	DATA ENT OPII	DATA ENTRY OPERATOR II	32.50					\$44,461						
07/01/2024 1205	DATA ENT OPII	DATA ENTRY OPERATOR II	32.50					\$45,795						
07/01/2025 1205	DATA ENT OPII	DATA ENTRY OPERATOR II	32.50	\$40,884	\$41,568	\$42,854	\$44,155	\$46,368						
07/01/2022 1206	DATA ENT OPIII	DATA ENTRY OPERATOR III	32.50				THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COL	\$52,793						
07/01/2023 1206	DATA ENT OPIII	DATA ENTRY OPERATOR III	32.50	\$47,037	\$48,880	\$50,710	\$52,545	\$54,376						
07/01/2024 1206	DATA ENT OPIII	DATA ENTRY OPERATOR III	32.50	\$48,448	\$50,346	\$52,231	\$54,122	\$56,008						
07/01/2025 1206	DATA ENT OPIII	DATA ENTRY OPERATOR III	32.50	\$49,054	\$50,976	\$52,884	\$54,798	\$56,708						
07/01/2022 1235	DATA ENTRY OP 1	DATA ENTRY OPERATOR I (35 HOUR	35.00	\$35,618	\$36,781	\$40,509								
07/01/2023 1235	DATA ENTRY OP 1	DATA ENTRY OPERATOR I (35 HOUR	35.00	\$36,687	\$37,885	\$41,724								
07/01/2024 1235	DATA ENTRY OP 1	DATA ENTRY OPERATOR I (35 HOUR	35.00	\$37,788	\$39,021	\$42,976								
07/01/2025 1235	DATA ENTRY OP 1	DATA ENTRY OPERATOR I (35 HOUR	35.00	\$38,260	\$39,509	\$43,513								
07/01/2022 1236	DATA ENTRY OP 2	DATA ENTRY OPERATOR II (35 HOU	35.00	\$40,990	\$41,676	\$42,963	\$44,266	\$46,486						
07/01/2023 1236	DATA ENTRY OP 2	DATA ENTRY OPERATOR II (35 HOU	35.00	\$42,220	\$42,926	\$44,252	\$45,594	\$47,881						
07/01/2024 1236	DATA ENTRY OP 2	DATA ENTRY OPERATOR II (35 HOU	35.00	\$43,486	\$44,214	\$45,580	\$46,962	\$49,317						
07/01/2025 1236	DATA ENTRY OP 2	DATA ENTRY OPERATOR II (35 HOU	35.00	\$44,030	\$44,767	\$46,150	\$47,549	\$49,933						
07/01/2022 1237	DATA ENTRY OP 3	DATA ENTRY OPERATOR III 35 HR	35.00	\$49,183	\$51,106	\$53,019	\$54,940	\$56,853	\$60,507					
07/01/2023 1237	DATA ENTRY OP 3	DATA ENTRY OPERATOR III 35 HR	35.00	\$50,658	\$52,639	\$54,610	\$56,588	\$58,558	\$62,323	l.				
07/01/2024 1237	DATA ENTRY OP 3	DATA ENTRY OPERATOR III 35 HR	35.00	\$52,178	\$54,218	\$56,248	\$58,286	\$60,315	\$64,192	1				
07/01/2025 1237	DATA ENTRY OP 3	DATA ENTRY OPERATOR III 35 HR	35.00	\$52,830	\$54,896	\$56,951	\$59,015	\$61,069	\$64,995	i				
07/01/2022 G019	DATA ENTRY OPR	DATA ENTRY OPERATOR	35.00	\$49,199										
07/01/2023 G019	DATA ENTRY OPR	DATA ENTRY OPERATOR	35.00	\$50,675										
07/01/2024 G019	DATA ENTRY OPR	DATA ENTRY OPERATOR	35.00	\$52,195										
07/01/2025 G019	DATA ENTRY OPR	DATA ENTRY OPERATOR	35.00	\$52,848										
07/01/2022 0047	DATA ENTRY SP I	DATA ENTRY SPECIALIST I	32.50	\$42,904	\$43,975	\$45,074	\$46,428							
보고 열린 경소 경상 경기 가는 것 같아.	DATA ENTRY SP I	DATA ENTRY SPECIALIST I	32.50	\$44,191	\$45,294	\$46,426	\$47,821							
07/01/2024 0047	DATA ENTRY SPI	DATA ENTRY SPECIALIST I	32.50	\$45,516	\$46,653	\$47,819	\$49,256	1						
07/01/2025 0047		DATA ENTRY SPECIALIST I	32.50	\$46,085	\$47,236	\$48,417	\$49,871							

EFF DATE	<u>JCC</u>	DESCRIPTION	FULL DESC	HRS/PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
07/01/2022	3616	DETENTION OFF	DETENTION OFFICER	36.00	\$42,315										
07/01/2023	3616	DETENTION OFF	DETENTION OFFICER	36.00	\$43,585										
07/01/2024	3616	<b>DETENTION OFF</b>	DETENTION OFFICER	36.00	\$44,893										
07/01/2025	3616	DETENTION OFF	DETENTION OFFICER	36.00	\$45,454										
07/01/2022	3614	DTN OFF PRE6/09	DETENTION OFFICER PRE 6/09	36.00	\$46,013										
07/01/2023	3614	DTN OFF PRE6/09	DETENTION OFFICER PRE 6/09	36.00	\$47,394										
07/01/2024	3614	DTN OFF PRE6/09	<b>DETENTION OFFICER PRE 6/09</b>	36.00	\$48,815										
07/01/2025	3614	DTN OFF PRE6/09	DETENTION OFFICER PRE 6/09	36.00	\$49,426										
07/01/2022	8243	EMERG MED TECH	EMERGENCY MEDICAL TECHNICIAN	40.00	\$48,003	\$49,883	\$51,753	\$53,635	\$55,510						
07/01/2023	8243	EMERG MED TECH	EMERGENCY MEDICAL TECHNICIAN	40.00	\$49,443	\$51,379	\$53,306	\$55,244	\$57,175						
07/01/2024	8243	EMERG MED TECH	EMERGENCY MEDICAL TECHNICIAN	40.00	\$50,927	\$52,921	\$54,905	\$56,902	\$58,890						
		EMERG MED TECH	EMERGENCY MEDICAL TECHNICIAN	40.00	\$51,563	\$53,582	\$55,591	\$57,613	\$59,626						
07/01/2022	G173	EMPLOY TECH	EMPLOYABILITY TECHNICIAN	35.00	\$57,522	\$57,902									
07/01/2023	G173	EMPLOY TECH	EMPLOYABILITY TECHNICIAN	35.00	\$59,248	\$59,640									
07/01/2024	G173	EMPLOY TECH	EMPLOYABILITY TECHNICIAN	35.00	\$61,026	\$61,429									
07/01/2025	G173	EMPLOY TECH	EMPLOYABILITY TECHNICIAN	35.00	\$61,788	\$62,197									
07/01/2022	2101	ENGRG AID I	ENGINEERING AID I (35 HRS)	35.00	\$43,628	\$44,941	\$46,236	\$47,543	\$48,850						
07/01/2023	2101	ENGRG AID I	ENGINEERING AID I (35 HRS)	35.00	\$44,937	\$46,289	\$47,623	\$48,969	\$50,315						
07/01/2024	2101	ENGRG AID I	ENGINEERING AID I (35 HRS)	35.00	\$46,285	\$47,678	\$49,051	\$50,438	\$51,825						
07/01/2025	2101	ENGRGAID I	ENGINEERING AID I (35 HRS)	35.00	\$46,863	\$48,274	\$49,665	\$51,069	\$52,473						
07/01/2022	2103	ENGRG AID II	ENGINEERING AID II	35.00	\$47,059	\$48,264	\$49,463	\$50,694	\$51,902						
07/01/2023	2103	ENGRG AID II	ENGINEERING AID II	35.00	\$48,470	\$49,712	\$50,947	\$52,214	\$53,459						
07/01/2024	2103	ENGRGAID II	ENGINEERING AID II	35.00	\$49,925	\$51,203	\$52,475	\$53,781	\$55,063						
07/01/2025	2103	ENGRGAID II	ENGINEERING AID II	35.00	\$50,549	\$51,843	\$53,131	\$54,453	\$55,751						
07/01/2022	2105	ENGRG AID III	ENGINEERING AID III	35.00	\$60,099	\$62,014	\$63,943	\$65,848							
		ENGRG AID III	ENGINEERING AID III	35.00	\$61,902	\$63,875	\$65,862	\$67,823							
		ENGRG AID III	ENGINEERING AID III	35.00				\$69,858							
		ENGRG AID III	ENGINEERING AID III	35.00		A DESCRIPTION OF THE PARTY OF T		\$70,731							

EFF DATE JCC	DESCRIPTION	FULL DESC	HRS/PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
07/01/2022 4705	<b>EPI INSPECTOR</b>	EPIDEMIOLOGICAL INSPECTOR	35.00	\$52,897										
07/01/2022 G178	EPIINSPECTOR	EPIDEMIOLOGICAL INSPECTOR	35.00	\$52,897										
07/01/2023 4705	<b>EPI INSPECTOR</b>	EPIDEMIOLOGICAL INSPECTOR	35.00	\$54,484										
07/01/2023 G178	<b>EPI INSPECTOR</b>	EPIDEMIOLOGICAL INSPECTOR	35.00	\$54,484										
07/01/2024 4705	<b>EPI INSPECTOR</b>	EPIDEMIOLOGICAL INSPECTOR	35.00	\$56,118										
07/01/2024 G178	<b>EPI INSPECTOR</b>	EPIDEMIOLOGICAL INSPECTOR	35.00	\$56,118										
07/01/2025 4705	<b>EPI INSPECTOR</b>	EPIDEMIOLOGICAL INSPECTOR	35.00	\$56,820										
07/01/2025 G178	EPI INSPECTOR	EPIDEMIOLOGICAL INSPECTOR	35.00	\$56,820										
07/01/2022 1202	ERS OPERATOR	EMERGENCY REPORTING SERVICE OP	42.00	\$42,653	\$43,938	\$45,228	\$46,516	\$47,815						
07/01/2023 1202	ERS OPERATOR	EMERGENCY REPORTING SERVICE OP	42.00	\$43,933	\$45,256	\$46,585	\$47,911	\$49,249						
07/01/2024 1202	<b>ERS OPERATOR</b>	EMERGENCY REPORTING SERVICE OP	42.00	\$45,251	\$46,614	\$47,983	\$49,349	\$50,727						
07/01/2025 1202	ERS OPERATOR	EMERGENCY REPORTING SERVICE OP	42.00	\$45,817	\$47,196	\$48,583	\$49,966	\$51,361						
07/01/2022 0502	FAC SPEC A LGE	FACILITIES SPEC. AT LARGE	40.00	\$63,254										
07/01/2023 0502	FAC SPEC A LGE	FACILITIES SPEC. AT LARGE	40.00	\$65,152										
07/01/2024 0502	FAC SPEC A LGE	FACILITIES SPEC. AT LARGE	40.00	\$67,107										
07/01/2025 0502	FAC SPEC A LGE	FACILITIES SPEC. AT LARGE	40.00	\$67,945										
07/01/2022 0526	FIN MGMT SPEC	FINANCIAL MGMT SPECIALIST	35.00		Unicologia de la compania		\$65,837							
07/01/2023 0526	FIN MGMT SPEC	FINANCIAL MGMT SPECIALIST	35.00	\$59,423	\$62,218	\$65,015	\$67,812	\$70,608						
07/01/2024 0526	FIN MGMT SPEC	FINANCIAL MGMT SPECIALIST	35.00	\$61,206	\$64,084	\$66,966	\$69,846	\$72,726						
07/01/2025 0526	FIN MGMT SPEC	FINANCIAL MGMT SPECIALIST	35.00	\$61,971	\$64,885	\$67,803	\$70,719	\$73,636						
07/01/2022 1302	FIN MGT ASOC	FINANCIAL MANAGEMENT ASSOCIATE	35.00	\$78,153										
07/01/2023 1302	FIN MGT ASOC	FINANCIAL MANAGEMENT ASSOCIATE	35.00	\$80,498										
07/01/2024 1302	FIN MGT ASOC	FINANCIAL MANAGEMENT ASSOCIATE	35.00	\$82,913										
07/01/2025 1302	FIN MGT ASOC	FINANCIAL MANAGEMENT ASSOCIATE	35.00	\$83,949										
07/01/2022 0221	FIN MNG NUT	FINANCIAL MGR-NUT	35.00					\$75,258						
07/01/2023 0221	FIN MNG NUT	FINANCIAL MGR-NUT	35.00					\$77,516						
07/01/2024 0221	FIN MNG NUT	FINANCIAL MGR-NUT	35.00	\$68,146	\$71,063	\$73,985	\$75,894	\$79,841	\$83,153	\$85,644				
07/01/2025 0221	FIN MNG NUT	FINANCIAL MGR-NUT	35.00	\$68,998	\$71,952	\$74,910	\$76,843	\$80,839	\$84,193	\$86,714				
07/01/2022 1107	FIRE ARSN ANLST	FIRE ARSON ANALYST	32.50					\$52,793						
07/01/2023 1107	FIRE ARSN ANLST	FIRE ARSON ANALYST	32.50					\$54,376						
07/01/2024 1107	FIRE ARSN ANLST	FIRE ARSON ANALYST	32.50	\$48,448	\$50,346	\$52,231	\$54,122	\$56,008						
07/01/2025 1107	FIRE ARSN ANLST	FIRE ARSON ANALYST	32.50	\$49,054	\$50,976	\$52,884	\$54,798	\$56,708						

EFF DATE JCC DESCRIPTION	FULL DESC	HRS/PERIOD			-	100		STEP 6	STEP 7	STEP 8	STEP 9	<u>STEP 10</u>	
07/01/2022 1114 GARAGE CLERK	GARAGE CLERK	35.00				\$51,015							
07/01/2023 1114 GARAGE CLERK	GARAGE CLERK	35.00						\$63,961					
07/01/2024 1114 GARAGE CLERK	GARAGE CLERK	35.00						\$65,879					
07/01/2025 1114 GARAGE CLERK	GARAGE CLERK	35.00	\$49,054	\$50,976	\$52,884	\$54,798	\$56,708	\$66,703					
07/01/2022 G034 HLTH ADVCT	HEALTH ADVOCATE	35.00	\$58,007										
07/01/2023 G034 HLTH ADVCT	HEALTH ADVOCATE	35.00	\$59,747										
07/01/2024 G034 HLTH ADVCT	HEALTH ADVOCATE	35.00	\$61,539										
07/01/2025 G034 HLTH ADVCT	HEALTH ADVOCATE	35.00	\$62,308										
07/01/2022 3304 HSG CODE INSP	HOUSING CODE INSPECTOR	40.00	\$64,194	\$64,917	\$68,687	\$70,923	\$87,917	\$88,360					
07/01/2022 G115 HSG CODE INSP	HOUSING CODE INSPECTOR	40.00	\$64,194	\$64,917	\$68,687	\$70,923	\$87,917	\$88,360					
07/01/2023 3304 HSG CODE INSP	HOUSING CODE INSPECTOR	40.00	\$66,120	\$66,864	\$70,747	\$73,050	\$90,554	\$91,010					
07/01/2023 G115 HSG CODE INSP	HOUSING CODE INSPECTOR	40.00	\$66,120	\$66,864	\$70,747	\$73,050	\$90,554	\$91,010					
07/01/2024 3304 HSG CODE INSP	HOUSING CODE INSPECTOR	40.00	\$68,103	\$68,870	\$72,870	\$75,242	\$93,271	\$93,741					
07/01/2024 G115 HSG CODE INSP	HOUSING CODE INSPECTOR	40.00	\$68,103	\$68,870	\$72,870	\$75,242	\$93,271	\$93,741					
07/01/2025 3304 HSG CODE INSP	HOUSING CODE INSPECTOR	40.00	\$68,954	\$69,731	\$73,780	\$76,182	\$94,437	\$94,912					
07/01/2025 G115 HSG CODE INSP	HOUSING CODE INSPECTOR	40.00	\$68,954	\$69,731	\$73,780	\$76,182	\$94,437	\$94,912					
07/01/2022 0155 IN SCH SUSP OFF	IN-SCHOOL SUSPENSION OFFICER	65.00	\$39,556										
07/01/2023 0155 IN SCH SUSP OFF	IN-SCHOOL SUSPENSION OFFICER	65.00	\$40,743										
07/01/2024 0155 IN SCH SUSP OFF	IN-SCHOOL SUSPENSION OFFICER	65.00	\$41,965										
07/01/2025 0155 IN SCH SUSP OFF	IN-SCHOOL SUSPENSION OFFICER	65.00	\$42,490										
07/01/2022 G054 INTAKE WKR	INTAKE WORKER	35.00	\$39,284	\$45,422									
07/01/2023 G054 INTAKE WKR	INTAKE WORKER	35.00	\$40,463	\$46,785									
07/01/2024 G054 INTAKE WKR	INTAKE WORKER	35.00	\$41,677	\$48,188									
07/01/2025 G054 INTAKE WKR	INTAKE WORKER	35.00	\$42,198	\$48,791									
07/01/2022 0039 INV CTRL NUT	INVENTORY CONTROL SPECIALIST	35.00	\$64,234	\$66,984	\$69,738	\$71,538	\$75,258	\$78,399					
07/01/2023 0039 INV CTRL NUT	INVENTORY CONTROL SPECIALIST	35.00	\$66,161	\$68,994	\$71,830	\$73,684	\$77,516	\$80,751					
07/01/2024 0039 INV CTRL NUT	INVENTORY CONTROL SPECIALIST	35.00	\$68,146	\$71,063	\$73,985	\$75,894	\$79,841	\$83,174					
07/01/2025 0039 INV CTRL NUT	INVENTORY CONTROL SPECIALIST	35.00	\$68,998	\$71,952	\$74,910	\$76,843	\$80,839	\$84,214					
07/01/2022 G451 JOB DEVLPR	JOB DEVELOPER	35.00	\$60,818										
07/01/2023 G451 JOB DEVLPR	JOB DEVELOPER	35.00	\$62,643										
07/01/2024 G451 JOB DEVLPR	JOB DEVELOPER	35.00	\$64,522										
07/01/2025 G451 JOB DEVLPR	JOB DEVELOPER	35.00	\$65,329										

EFF DATE JCC	DESCRIPTION	FULL DESC	HRS/PERIOD				STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
07/01/2022 5108	JR LIBRARIAN	JUNIOR LIBRARIAN	35.00			\$54,752								
07/01/2023 5108	JR LIBRARIAN	JUNIOR LIBRARIAN	35.00	\$48,980	\$52,685	\$56,394								
07/01/2024 5108	JR LIBRARIAN	JUNIOR LIBRARIAN	35.00	\$50,449	\$54,266	\$58,086								
07/01/2025 5108	JR LIBRARIAN	JUNIOR LIBRARIAN	35.00	\$51,080	\$54,944	\$58,812								
07/01/2022 4704	LEAD EPID INVES	LEAD EPIDEMIOLOGICAL INVESTIGA	35.00	\$49,857										
07/01/2023 4704		LEAD EPIDEMIOLOGICAL INVESTIGA	35.00	\$51,353										
	LEAD EPID INVES	LEAD EPIDEMIOLOGICAL INVESTIGA	35.00	\$52,893										
	LEAD EPID INVES	LEAD EPIDEMIOLOGICAL INVESTIGA	35.00	\$53,555										
	LEAD OUTREACH W	LEAD OUTREACH WORKER	35.00	\$47,511										
	LEAD OUTREACH W	LEAD OUTREACH WORKER	35.00	\$48,936										
	LEAD OUTREACH W	LEAD OUTREACH WORKER	35.00	\$50,404										
07/01/2025 G454	LEAD OUTREACH W	LEAD OUTREACH WORKER	35.00	\$51,034										
07/01/2022 1136	LEGAL ASSISTANT	LEGAL ASSISTANT TO CITY ATTNY	35.00	\$73,919	\$76,192	\$78,467	\$80,741	\$83,015						
07/01/2023 1136	LEGAL ASSISTANT	LEGAL ASSISTANT TO CITY ATTNY	35.00	\$76,137	\$78,478	\$80,821	\$83,163	\$85,505						
07/01/2024 1136	LEGAL ASSISTANT	LEGAL ASSISTANT TO CITY ATTNY	35.00	\$78,421	\$80,832	\$83,246	\$85,658	\$88,071						
07/01/2025 1136	LEGAL ASSISTANT	LEGAL ASSISTANT TO CITY ATTNY	35.00	\$79,401	\$81,843	\$84,287	\$86,728	\$89,171						
07/01/2022 1118	LEGAL REC	LEGAL RECEPTIONIST	32.50	\$42.185	\$44.096	\$46,015	\$47.930							
07/01/2023 1118		LEGAL RECEPTIONIST	32.50			\$47,396								
07/01/2024 1118		LEGAL RECEPTIONIST	32.50			\$48,818								
07/01/2025 1118		LEGAL RECEPTIONIST	32.50		MANAGED OF THE PARTY.	\$49,428	AUG TO STORY IN							
				40. 000	40.00	455 407	450.000	454 330						
	LEGAL SECRETARY	LEGAL SECRETARY (35 HOURS)	35.00			\$56,497	NAME OF STREET							
	LEGAL SECRETARY	LEGAL SECRETARY (35 HOURS)	35.00	\$1000 BOOK		\$58,191								
	LEGAL SECRETARY	LEGAL SECRETARY (35 HOURS)	35.00			\$59,937								
07/01/2025 1110	LEGAL SECRETARY	LEGAL SECRETARY (35 HOURS)	35.00	\$55,489	\$58,084	\$60,686	\$63,278	\$65,888	k:					
07/01/2022 5103	LIBR ASST I	LIBRARY ASSISTANT I	35.00	\$34,761	\$35,840	\$39,304								
07/01/2023 5103	LIBR ASST I	LIBRARY ASSISTANT I	35.00	\$35,804	\$36,915	\$40,483								
07/01/2024 5103	LIBR ASST I	LIBRARY ASSISTANT I	35.00	\$36,878	\$38,023	\$41,697								
07/01/2025 5103	LIBR ASST I	LIBRARY ASSISTANT I	35.00	\$37,339	\$38,498	\$42,219								
07/01/2022 5105	LIBR ASST II	LIBRARY ASSISTANT II	35.00	\$39,749	\$40.382	\$41,581	\$42,792	\$44.853	3					
07/01/2023 5105		LIBRARY ASSISTANT II	35.00	700-000-000-000-000-000-000-000-000-000		\$42,829								
07/01/2024 5105		LIBRARYASSISTANTII	35.00			\$44,113								
07/01/2025 5105		LIBRARY ASSISTANT II	35.00			\$44,665								

EFF DATE	<u> JCC</u>	DESCRIPTION	FULL DESC	HRS/PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
07/01/2022	5106	LIBR ASST III	LIBRARY ASSISTANT III	35.00	\$44,665	\$46,102	\$47,553	\$48,998	\$51,261						
		LIBR ASST III	LIBRARY ASSISTANT III	35.00	\$46,005	\$47,485	\$48,980	\$50,468	\$52,799						
		LIBR ASST III	LIBRARY ASSISTANT III	35.00	\$47,385	\$48,909	\$50,449	\$51,982	\$54,383						
		LIBR ASST III	LIBRARY ASSISTANT III	35.00	\$47,977	\$49,521	\$51,080	\$52,632	\$55,063						
07/01/2022	5107	LIBRARY BINDER	LIBRARYBINDER	35.00			\$38,694								
07/01/2023	5107	LIBRARY BINDER	LIBRARY BINDER	35.00			\$39,855								
07/01/2024	5107	LIBRARY BINDER	LIBRARY BINDER	35.00	\$38,587	\$39,814	\$41,050	\$42,252							
07/01/2025	5107	LIBRARY BINDER	LIBRARY BINDER	35.00	\$39,070	\$40,311	\$41,564	\$42,781							
07/01/2022	5104	LIBRARY INVEST	LIBRARY INVESTIGATOR	35.00			\$41,581								
07/01/2023	5104	LIBRARY INVEST	LIBRARY INVESTIGATOR	35.00	\$00.5 N.C. 200				\$45,342						
07/01/2024	5104	LIBRARY INVEST	LIBRARY.INVESTIGATOR	35.00					\$46,702						
07/01/2025	5104	LIBRARYINVEST	LIBRARYINVESTIGATOR	35.00	\$42,074	\$43,377	\$44,665	\$45,966	\$47,286						
07/01/2022	G070	LIFEGUARD		35.00	\$8,373										
07/01/2023	G070	LIFEGUARD		35.00	\$8,624										
07/01/2024	G070	LIFEGUARD		35.00	\$8,883										
07/01/2025	G070	LIFEGUARD		35.00	\$8,994										
07/01/2022	0532	MARINE OPS TECH	MARINE OPERATIONS TECHNICIAN	80.00	\$81,446										
07/01/2023	0532	MARINE OPS TECH	MARINE OPERATIONS TECHNICIAN	80.00	\$83,890										
07/01/2024	0532	MARINE OPS TECH	MARINE OPERATIONS TECHNICIAN	80.00	\$86,406										
07/01/2025	0532	MARINE OPS TECH	MARINE OPERATIONS TECHNICIAN	80.00	\$87,486										
07/01/2022	0514	MARINE SAF OFF	MARINE SAFETY OFFICER	40.00	\$65,378										
07/01/2023	0514	MARINE SAF OFF	MARINE SAFETY OFFICER	40.00	\$67,340										
07/01/2024	0514	MARINE SAF OFF	MARINE SAFETY OFFICER	40.00	\$69,360										
07/01/2025	0514	MARINE SAF OFF	MARINE SAFETY OFFICER	40.00	\$70,227										
07/01/2022	G144	MED ASSTNT	MEDICAL ASSISTANT	35.00	\$32,205	\$32,209	\$33,316	\$34,835	\$36,355	\$37,875					
07/01/2023	G144	MED ASSTNT	MEDICAL ASSISTANT	35.00	\$33,171	\$33,175	\$34,316	\$35,880	\$37,446	\$39,011					
07/01/2024	G144	MED ASSTNT	MEDICAL ASSISTANT	35.00	\$34,166	\$34,171	\$35,345	\$36,956	\$38,569	\$40,182					
07/01/2025	G144	MED ASSTNT	MEDICAL ASSISTANT	35.00	\$34,593	\$34,598	\$35,787	\$37,418	\$39,051	\$40,684	ı				

EFF DATE	cc	DESCRIPTION	FULL DESC	HRS/PERIOD			STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
07/01/2022 G1	36	NUTRITIONIST		35.00	\$31,405										
07/01/2023 G1	36	NUTRITIONIST		35.00	\$32,347										
07/01/2024 G1	36	NUTRITIONIST		35.00	\$33,317										
07/01/2025 G1	36	NUTRITIONIST		35.00	\$33,734										
07/01/2022 G1	34	NUTREN AIDE	NUTRITION AIDE	35.00	\$33,316	\$37,292	\$38,054								
07/01/2023 G1			NUTRITION AIDE	35.00			\$39,196								
07/01/2024 G1			NUTRITION AIDE	35.00		0.9	\$40,372								
07/01/2025 G1			NUTRITION AIDE	35.00			\$40,877								
07/01/2023 01	.54	NOTITIVE AIDE	Hommon Albe	22.00											
07/01/2022 G7	19	OPERATION SPEC	OPERATION SPECIALIST	40.00		\$64,107									
		OPERATION SPEC	OPERATION SPECIALIST	40.00		The state of the s	\$68,736								
07/01/2024 G7	119	OPERATION SPEC	OPERATION SPECIALIST	40.00			\$70,798								
07/01/2025 G7	719	OPERATION SPEC	OPERATION SPECIALIST	40.00	\$66,040	\$68,861	\$71,683								
07/01/2022 61	20	OUTREACH WKR	OUTREACH WORKER	35.00	\$35,943	\$37.020	\$38,097	\$39.176	\$40.292						
		OUTREACH WKR	OUTREACH WORKER	35.00			\$39,240								
		OUTREACH WKR	OUTREACH WORKER	35.00			\$40,417								
		OUTREACH WKR	OUTREACH WORKER	35.00			\$40,922	DATE HEREOTOPING							
07/01/2023 61	.30	OUTREACH WKK	OUTREACH WORKER	33.00	\$30,000	455,100	,522	v,	•,						
07/01/2022 12	58	PARALEGAL	PARALEGAL	35.00			\$59,091								
07/01/2023 12	58	PARALEGAL	PARALEGAL	35.00			\$60,864								
07/01/2024 12	58	PARALEGAL	PARALEGAL	35.00	( )		\$62,690								
07/01/2025 12	58	PARALEGAL	PARALEGAL	35.00	\$59,101	\$61,288	\$63,473	\$65,664	\$67,849						
07/01/2022 60		DARENT AIDE	PARENT AIDE	35.00	\$45,365										
07/01/2022 60				35.00	\$45,365										
07/01/2022 G1			PARENT AIDE PARENT AIDE	35.00	\$46,726										
07/01/2023 60 07/01/2023 G1			PARENT AIDE	35.00	\$46,726										
07/01/2023 61			PARENT AIDE	35.00	\$48,128										
07/01/2024 60 07/01/2024 G1			PARENT AIDE	35.00	\$48,128										
07/01/2024 61			PARENT AIDE	35.00	\$48,730										
07/01/2025 GI			PARENT AIDE	35.00	\$48,730										
U//U1/2025 G1	143	PARENT AIDE	PARENT AIDE	33.00	340,730										
07/01/2022 11	19	PAYRLL CLERKII	PAYROLL CLERK II	40.00	\$75,952	\$78,283	\$80,624	\$86,840	18.						
07/01/2023 11	19	PAYRLL CLERKII	PAYROLL CLERK II	40.00			\$83,043								
07/01/2024 11	19	PAYRLL CLERKII	PAYROLLCLERKII	40.00			\$85,534								
07/01/2025 11	19	PAYRLL CLERKII	PAYROLL CLERK II	40.00	\$81,585	\$84,089	\$86,603	\$93,281							

EFF DATE JCC	DESCRIPTION	FULL DESC	HRS/PERIOD						STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
07/01/2022 1109	PAYROLL CLERK	PAYROLL CLERK	32.50				\$55,016							
07/01/2023 1109	PAYROLL CLERK	PAYROLL CLERK	32.50						\$62,135					
07/01/2024 1109	PAYROLL CLERK	PAYROLL CLERK	32.50				\$58,367							
07/01/2025 1109	PAYROLL CLERK	PAYROLL CLERK	32.50	\$51,382	\$53,957	\$56,521	\$59,097	\$60,714	\$64,799					
07/01/2022 1733	PAYROLL CLK 35	PAYROLL CLERK (35 HOURS)	35.00				\$59,248							
07/01/2023 1733	PAYROLL CLK 35	PAYROLL CLERK (35 HOURS)	35.00				\$61,025							
07/01/2024 1733	PAYROLL CLK 35	PAYROLL CLERK (35 HOURS)	35.00				\$62,856	100						
07/01/2025 1733	PAYROLL CLK 35	PAYROLL CLERK (35 HOURS)	35.00	\$55,335	\$58,110	\$60,870	\$63,642	\$65,389	\$69,785					
07/01/2022 1234		PAYROLL CLERK (40 HOURS)	40.00						\$74,249					
07/01/2023 1234	PAYROLL CLK 40	PAYROLL CLERK (40 HOURS)	40.00	110000100000000000000000000000000000000				and the second second	\$76,476					
07/01/2024 1234	PAYROLL CLK 40	PAYROLL CLERK (40 HOURS)	40.00						\$78,770					
07/01/2025 1234	PAYROLL CLK 40	PAYROLL CLERK (40 HOURS)	40.00	\$63,239	\$66,409	\$69,564	\$72,732	\$74,724	\$79,755					
07/01/2022 1501	PERSNL ASST I	PERSONNEL ASSISTANT I	40.00		\$74,721									
07/01/2023 1501	PERSNL ASST I	PERSONNEL ASSISTANT I	40.00		\$76,963									
07/01/2024 1501	PERSNL ASST I	PERSONNEL ASSISTANT I	40.00		\$79,272									
07/01/2025 1501	PERSNL ASST I	PERSONNEL ASSISTANT I	40.00	\$77,745	\$80,263	\$82,768								
				2000										
07/01/2022 1502		PERSONNEL ASSISTANT II	40.00	A STATE OF THE STATE OF	\$88,118									
07/01/2023 1502		PERSONNEL ASSISTANT II	40.00		\$90,761									
07/01/2024 1502	PERSNL ASST II	PERSONNEL ASSISTANT II	40.00		\$93,484									
07/01/2025 1502	PERSNL ASST II	PERSONNEL ASSISTANT II	40.00	\$92,143	\$94,652					1.5				
07/01/2022 1507		PERSONNEL TRAINEE	35.00	\$55,632										
07/01/2023 1507		PERSONNEL TRAINEE	35.00	\$57,301										
07/01/2024 1507		PERSONNEL TRAINEE	35.00	\$59,020										
07/01/2025 1507	PERSNL TRNEE	PERSONNEL TRAINEE	35.00	\$59,758										
	PRKG ENFORCE OF	PARKING ENFORCEMENT OFFICER	40.00			The second second	\$42,606							
	PRKG ENFORCE OF	PARKING ENFORCEMENT OFFICER	40.00				\$43,884							
	PRKG ENFORCE OF	PARKING ENFORCEMENT OFFICER	40.00			77777	\$45,201							
07/01/2025 3606	PRKG ENFORCE OF	PARKING ENFORCEMENT OFFICER	40.00	\$38,806	\$41,125	\$43,448	\$45,766	\$48,088						
		Name and the second sec												
	PROGRAM COORD	PROGRAM COORDINATOR	35.00	\$35,412										
	PROGRAM COORD	PROGRAM COORDINATOR	35.00	\$36,475										
	PROGRAM COORD	PROGRAM COORDINATOR	35.00	\$37,569										
07/01/2025 G200	PROGRAM, COORD	PROGRAM COORDINATOR	35.00	\$38,039	l.									

EFF DATE	JCC	DESCRIPTION	FULL DESC	HRS/PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	<u>STEP 10</u>	
07/01/2022	G002	PROJECTS MGR	PROJECTS MANAGER	35.00	\$44,421										
		PROJECTS MGR	PROJECTS MANAGER	35.00	\$45,753										
07/01/2024	G002	PROJECTS MGR	PROJECTS MANAGER	35.00	\$47,126										
		PROJECTS MGR	PROJECTS MANAGER	35.00	\$47,715										
07/01/2022	1247	PROP APRAISE II	PROPERTY APPRAISER II (35 HOUR	35.00	110000		1.6	\$70,850							
07/01/2023	1247	PROP APRAISE II	PROPERTY APPRAISER II (35 HOUR	35.00	The second second second		The state of the s	\$72,975							
07/01/2024	1247	PROP APRAISE II	PROPERTY APPRAISER II (35 HOUR	35.00				\$75,164							
07/01/2025	1247	PROP APRAISE II	PROPERTY APPRAISER II (35 HOUR	35.00	\$70,115	\$72,183	\$74,142	\$76,104	\$78,063						
07/01/2022	1246	PROP APRAISER I	PROPERTY APPRAISER I (35 HOURS	35.00	\$54,938	\$56,853	\$59,456	\$61,267	\$63,076						
07/01/2023	1246	PROP APRAISER I	PROPERTY APPRAISER I (35 HOURS	35.00	\$56,586	\$58,558	\$61,239	\$63,106	\$64,968						
		PROP APRAISER I	PROPERTY APPRAISER I (35 HOURS	35.00	\$58,284	\$60,315	\$63,077	\$64,999	\$66,918						
07/01/2025	1246	PROP APRAISER I	PROPERTY APPRAISER I (35 HOURS	35.00	\$59,012	\$61,069	\$63,865	\$65,811	\$67,754						
07/01/2022	1214	PUB SAFETY TELE	PUB SAFETY TCO	36.00	\$43,210	\$48,262	\$53,333	\$55,936	\$60,968						
07/01/2023	1214	<b>PUB SAFETY TELE</b>	PUB SAFETY TCO	36.00	\$44,506	\$49,710	\$54,933	\$57,614	\$62,797						
07/01/2024	1214	<b>PUB SAFETY TELE</b>	PUB SAFETY TCO	36.00	\$45,842	\$51,201	\$56,581	\$59,342	\$64,681						
07/01/2025	1214	PUB SAFETY TELE	PUB SAFETY TCO	36.00	\$46,415	\$51,841	\$57,288	\$60,084	\$65,490						
07/01/2022	G360	PYRL COMP PROC	PAYROLL COMPENSATION PROCESSOR	35.00	\$51,514	\$54,096	\$56,668	\$59,244	\$60,876	\$64,965					
07/01/2023	G360	PYRL COMP PROC	PAYROLL COMPENSATION PROCESSOR	35.00	\$53,060	\$55,718	\$58,368	\$61,021	\$62,702	\$66,914	l .				
07/01/2024	G360	PYRL COMP PROC	PAYROLL COMPENSATION PROCESSOR	35.00	\$54,652	\$57,390	\$60,119	\$62,851	\$64,583	\$68,922	!				
07/01/2025	G360	PYRL COMP PROC	PAYROLL COMPENSATION PROCESSOR	35.00	\$55,335	\$58,107	\$60,870	\$63,637	\$65,391	\$69,783	l.				
07/01/2022	0406	RECEP/SECTY	RECEPTIONIST/SECRETARY	32.50	\$45,667	\$47,456	\$49,233	\$52,788							
07/01/2023	0406	RECEP/SECTY	RECEPTIONIST/SECRETARY	32.50	\$47,037	\$48,880	\$50,710	\$54,371							
07/01/2024	0406	RECEP/SECTY	RECEPTIONIST/SECRETARY	32.50	\$48,448	\$50,346	\$52,231	\$56,002							
07/01/2025	0406	RECEP/SECTY	RECEPTIONIST/SECRETARY	32.50	\$49,054	\$50,976	\$52,884	\$56,702							
07/01/2022	G086	RECEPT/SECTY	RECEPTIONIST/SECRETARY	35.00	\$43,166										
07/01/2023	G086	RECEPT/SECTY	RECEPTIONIST/SECRETARY	35.00	\$44,461										
		RECEPT/SECTY	RECEPTIONIST/SECRETARY	35.00	\$45,795	i									
		RECEPT/SECTY	RECEPTIONIST/SECRETARY	35.00	\$46,368										

EFF DATE JCC	DESCRIPTION	FULL DESC	HRS/PERIOD					STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	<u>STEP 10</u>	
07/01/2022 G075	RECEPTIONIST	RECEPTIONIST	35.00			\$47,930								
07/01/2023 G075	RECEPTIONIST	RECEPTIONIST	35.00			A CONTRACTOR OF THE PARTY OF TH	\$53,850							
07/01/2024 G075	RECEPTIONIST	RECEPTIONIST	35.00				\$55,466							
07/01/2025 G075	RECEPTIONIST	RECEPTIONIST	35.00	\$21,846	\$34,745	\$51,485	\$56,159							
07/01/2022 G436	REG SANITARIAN	REGISTERED SANITARIAN/INSPECTO	40.00	\$68,687	\$70,923	\$74,873	\$87,476	\$87,917	\$88,360					
07/01/2023 G436		REGISTERED SANITARIAN/INSPECTO	40.00	\$70,747	\$73,050	\$77,119	\$90,100	\$90,554	\$91,010					
07/01/2024 G436		REGISTERED SANITARIAN/INSPECTO	40.00				\$92,803							
07/01/2025 G436		REGISTERED SANITARIAN/INSPECTO	40.00	\$73,780	\$76,182	\$80,425	\$93,963	\$94,437	\$94,912					
07/04/2022 4702	DECISTEDED SAN	REGISTERED SANITARIAN/INSPECTO	40.00	\$68 687	\$70.923	\$74 873	\$87,477	\$87 917	\$88 360					
07/01/2022 4702		REGISTERED SANITARIAN/INSPECTO	40.00				\$90,101							
07/01/2023 4702		REGISTERED SANITARIAN/INSPECTO	40.00				\$92,804							
07/01/2024 4702			40.00				\$93,964							
07/01/2025 4702	REGISTERED SAN	REGISTERED SANITARIAN/INSPECTO	40.00	\$73,760	370,102	300,423	\$33,304	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	457,512					
07/01/2022 0237	RET/PAYROLL ADM	RETIREMENT/PAYROLL ADMIN	40.00	\$73,837	\$76,420	\$79,093	\$81,863	\$84,727	\$87,693					
	RET/PAYROLL ADM	RETIREMENT/PAYROLL ADMIN	40.00	\$76,052	\$78,712	\$81,465	\$84,319	\$87,269	\$90,324					
	RET/PAYROLL ADM	RETIREMENT/PAYROLL ADMIN	40.00	\$78,333	\$81,074	\$83,909	\$86,849	\$89,887	\$93,034					
	RET/PAYROLL ADM	RETIREMENT/PAYROLL ADMIN	40.00	\$79,312	\$82,087	\$84,958	\$87,934	\$91,010	\$94,197					
07/01/2022 1121	DETIRE ADMIN	RETIREMENT ADMINISTRATOR	40.00	\$67 122	\$69,606	\$71.974	\$74,330	\$76,690	\$82.119					
07/01/2022 1121		RETIREMENT ADMINISTRATOR	40.00				\$76,560							
07/01/2023 1121		RETIREMENT ADMINISTRATOR	40.00				\$78,857							
07/01/2024 1121		RETIREMENT ADMINISTRATOR	40.00				\$79,842	A CONTRACTOR OF THE PARTY OF TH						
0.70272025														
07/01/2022 1137	SEC ASST	SECRETARIAL ASSISTANT	27.50	\$42,297										
07/01/2022 G453	SEC ASST	SECRETARIAL ASSISTANT	35.00		A DELICIO PARTITION	\$49,233	\$52,788							
07/01/2023 1137	SEC ASST	SECRETARIAL ASSISTANT	27.50	\$43,566										
07/01/2023 G453	SEC ASST	SECRETARIAL ASSISTANT	35.00			\$50,710	\$54,371							
07/01/2024 1137	SEC ASST	SECRETARIAL ASSISTANT	27.50	\$44,873										
07/01/2024 G453	SEC ASST	SECRETARIAL ASSISTANT	35.00	\$48,448	\$50,346	\$52,231	\$56,002							
07/01/2025 1137	SEC ASST	SECRETARIAL ASSISTANT	27.50	\$45,434										
07/01/2025 G453	SEC ASST	SECRETARIAL ASSISTANT	35.00	\$49,054	\$50,976	\$52,884	\$56,702							
07/01/2022 0404	SEC GUARD Land	SECURITY GUARD	40.00	\$41,563	\$42,270	\$42,998	1							
07/01/2023 0404		SECURITY GUARD	40.00	\$42,809	\$43,538	\$44,288	3							
07/01/2024 0404		SECURITY GUARD	40.00	\$44,094	\$44,844	\$45,617	,							
07/01/2025 0404		SECURITY GUARD	40.00	\$44,645	\$45,404	\$46,187	'							

EFF DATE JCC DESCRIPTION	FULL DESC	HRS/PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
07/01/2022 0045 SEC/ACC DIR	SECRETARY/ACCOUNTANT TO DIRECT	32.50				\$69,938						
07/01/2023 0045 SEC/ACC DIR	SECRETARY/ACCOUNTANT TO DIRECT	32.50	\$66,827	\$68,499	\$70,214	\$72,036						
07/01/2024 0045 SEC/ACC DIR	SECRETARY/ACCOUNTANT TO DIRECT	32.50	\$68,832	\$70,554	\$72,320	\$74,197						
07/01/2025 0045 SEC/ACC DIR	SECRETARY/ACCOUNTANT TO DIRECT	32.50	\$69,692	\$71,436	\$73,224	\$75,125						
07/01/2023 0013 320/1100 5111												
07/01/2022 G013 SECRETARY	SECRETARY	35.00	\$43,126									
07/01/2023 G013 SECRETARY	SECRETARY	35.00	\$44,420									
07/01/2024 G013 SECRETARY	SECRETARY	35.00	\$45,752									
07/01/2025 G013 SECRETARY	SECRETARY	35.00	\$46,324									
07/01/2022 0037 SECRETRIAL ASSI	SECRETARIAL ASSISTANT	32.50	\$45,667	\$47,456	\$49,233	\$52,788						
07/01/2023 0037 SECRETRIAL ASSI	SECRETARIAL ASSISTANT	32.50	\$47,037	\$48,880	\$50,710	\$54,371						
07/01/2024 0037 SECRETRIAL ASSI	SECRETARIAL ASSISTANT	32.50	\$48,448	\$50,346	\$52,231	\$56,002						
07/01/2025 0037 SECRETRIAL ASSI	SECRETARIAL ASSISTANT	32.50	\$49,054	\$50,976	\$52,884	\$56,702						
07/01/2022 G137 SECURITY GUARD	SECURITY GUARD	40.00	\$41,548									
07/01/2023 G137 SECURITY GUARD	SECURITY GUARD	40.00	\$42,795									
07/01/2024 G137 SECURITY GUARD	SECURITY GUARD	40.00	\$44,078									
07/01/2025 G137 SECURITY GUARD	SECURITY GUARD	40.00	\$44,629									
07/01/2022 1262 SEN TAX CLK 35	SENIOR TAX COLLCLERK - 35HRS	35.00	100000000000000000000000000000000000000	이 15 시기 (15 시인 12)		\$59,248						
07/01/2023 1262 SEN TAX CLK 35	SENIOR TAX COLLCLERK - 35HRS	35.00			7	\$61,025						
07/01/2024 1262 SEN TAX CLK 35	SENIOR TAX COLL CLERK - 35HRS	35.00	THE PARTY OF THE PARTY			\$62,856						
07/01/2025 1262 SEN TAX CLK 35	SENIOR TAX COLL CLERK - 35HRS	35.00	\$56,934	\$59,009	\$61,067	\$63,642	\$65,389	\$69,785	5			
07/01/2022 G187 SERVICE ASST	SERVICE ASSISTANT	40.00	\$42,056									
07/01/2023 G187 SERVICE ASST	SERVICE ASSISTANT	40.00	\$43,318									
07/01/2024 G187 SERVICE ASST	SERVICE ASSISTANT	40.00	\$44,617									
07/01/2025 G187 SERVICE ASST	SERVICE ASSISTANT	40.00	\$45,175									
	SOCIAL MODWED (DE LIBE)	35.00	¢50 730	¢ € 1 44								
07/01/2022 G449 SOCIAL WKR	SOCIAL WORKER (35 HRS)	35.00		\$61,445								
07/01/2023 G449 SOCIAL WKR	SOCIAL WORKER (35 HRS)	35.00										
07/01/2024 G449 SOCIAL WKR	SOCIAL WORKER (35 HRS)	35.00		\$65,18								
07/01/2025 G449 SOCIAL WKR	SOCIAL WORKER (35 HRS)	35.00	\$03,085	\$66,00								
07/01/2022 1243 SP SK CASH 35	SPANISH SPEAKING CASHIER (35 H	35.00	\$42,048	\$44.157	\$46.260	\$48,362	\$49,519	\$52,56	5			
07/01/2022 1243 SP SK CASH 35	SPANISH SPEAKING CASHIER (35 H	35.00				\$ \$49,812						
07/01/2023 1243 SP SK CASH 35 07/01/2024 1243 SP SK CASH 35	SPANISH SPEAKING CASHIER (35 H	35.00	ASSESSMENT OF THE REAL PROPERTY.			\$ \$51,307						
07/01/2024 1243 SP SK CASH 35 07/01/2025 1243 SP SK CASH 35	SPANISH SPEAKING CASHIER (35 H	35.00				1 \$51,948						
07/01/2025 1243 3F 3K CASH 35	SPANISH SPEAKING CASHER (35 H	33.00	J-13,200	,	413,33	- 432,340	,,,,,,,,	750,10				

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EFF DATE	<u>ICC</u>	DESCRIPTION	FULL DESC	HRS/PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	SIEPB	SIEP /	STEP 8	SIEPS	STEP 10	
07/01/2022	1304	SP SPKG CASHIER	SPANISH SPEAKING CASHIER	32.50	\$39,045	\$41,003	\$42,956	\$44,908	\$45,982	\$48,812					
		SP SPKG CASHIER	SPANISH SPEAKING CASHIER	32.50	\$40,217	\$42,233	\$44,245	\$46,255	\$47,362	\$50,276					
		SP SPKG CASHIER	SPANISH SPEAKING CASHIER	32.50	\$41,423	\$43,500	\$45,572	\$47,643	\$48,783	\$51,784					
		SP SPKG CASHIER	SPANISH SPEAKING CASHIER	32.50	\$41,941	\$44,044	\$46,142	\$48,238	\$49,392	\$52,432					
07/01/2022	3607	SPECIAL OFFICER	SPECIAL OFFICER	40.00	7.00	7615 SEP SERVICES		\$58,080							
07/01/2023	3607	SPECIAL OFFICER	SPECIAL OFFICER	40.00				\$59,823							
07/01/2024	3607	SPECIAL OFFICER	SPECIAL OFFICER	40.00				\$61,618							
07/01/2025	3607	SPECIAL OFFICER	SPECIAL OFFICER	40.00	\$50,306	\$55,323	\$61,582	\$62,388							
07/01/2022	6010	SR CNTR PR ASST	SENIOR CENTER PROGRAM ASSISTAN	25.00	\$27,265										
07/01/2023	6010	SR CNTR PR ASST	SENIOR CENTER PROGRAM ASSISTAN	25.00	\$28,083										
07/01/2024	6010	SR CNTR PR ASST	SENIOR CENTER PROGRAM ASSISTAN	25.00	\$28,926										
07/01/2025	6010	SR CNTR PR ASST	SENIOR CENTER PROGRAM ASSISTAN	25.00	\$29,287										
07/01/2022	G026	SR CTR COORD I	SENIOR CENTER COORDINATOR	35.00					\$55,657						
07/01/2023	G026	SR CTR COORD I	SENIOR CENTER COORDINATOR	35.00		Mar. 1232			\$57,327						
07/01/2024	G026	SR CTR COORD I	SENIOR CENTER COORDINATOR	35.00					\$59,047						
07/01/2025	G026	SR CTR COORD I	SENIOR CENTER COORDINATOR	35.00	\$53,456	\$55,409	\$56,867	\$58,326	\$59,785						
07/01/2022	G118	SR INFO SPEC	SENIOR INFORMATION SPECIALIST	35.00	\$57,017										
07/01/2023	G118	SR INFO SPEC	SENIOR INFORMATION SPECIALIST	35.00	\$58,727										
07/01/2024	G118	SR INFO SPEC	SENIOR INFORMATION SPECIALIST	35.00	\$60,489										
07/01/2025	G118	SR INFO SPEC	SENIOR INFORMATION SPECIALIST	35.00	\$61,245										
07/01/2022	1264	SR VIT REC CSC	SR VITAL RECORD CUST SVC CLK	35.00					\$55,198						
07/01/2023	1264	SR VIT REC CSC	SR VITAL RECORD CUST SVC CLK	35.00			100 ACO TO TO TO THE REAL PROPERTY OF THE REAL PROP		\$56,854						
07/01/2024	1264	SR VIT REC CSC	SR VITAL RECORD CUST SVC CLK	35.00					\$58,559						
07/01/2025	1264	SR VIT REC CSC	SR VITAL RECORD CUST SVC CLK	35.00	\$51,292	\$53,297	\$55,293	\$57,296	\$59,291						
07/01/2022	1250	STENOGR 35 HR	STENOGRAPHER (35 HRS)	35.00					\$47,288						
07/01/2023	1250	STENOGR 35 HR	STENOGRAPHER (35 HRS)	35.00					\$48,707						
07/01/2024	1250	STENOGR 35 HR	STENOGRAPHER (35 HRS)	35.00	\$43,551	\$44,919	\$46,314	\$47,692	\$50,168	\$60,325	5				
07/01/2025	1250	STENOGR 35 HR	STENOGRAPHER (35 HRS)	35.00	\$44,095	\$45,480	\$46,893	\$48,288	\$50,795	\$61,079	9				

EFF DATE JCC		FULL DESC	HRS/PERIOD							STEP 7	STEP 8	STEP 9	STEP 10
	STENOGRAPH 40	STENOGRAPHER (40 HOURS)	40.00				\$51,378						
	STENOGRAPH 40	STENOGRAPHER (40 HOURS)	40.00				\$52,920						
	STENOGRAPH 40	STENOGRAPHER (40 HOURS)	40.00				\$54,507						
07/01/2025 1233	STENOGRAPH 40	STENOGRAPHER (40 HOURS)	40.00	\$50,395	\$51,976	\$53,591	\$55,189	\$58,051	\$69,805				
07/01/2022 1106		STENOGRAPHER	32.50						\$52,800				
07/01/2023 1106		STENOGRAPHER	32.50				\$42,997						
07/01/2024 1106		STENOGRAPHER	32.50				\$44,287						
07/01/2025 1106	STENOGRAPHER	STENOGRAPHER	32.50	\$40,951	\$42,227	\$43,544	\$44,841	\$47,166	\$56,716				
				*** ***	*** ***		424 704	*** ***					
07/01/2022 1401		STOCK CLERK	40.00				\$34,701						
07/01/2023 1401		STOCK CLERK	40.00				\$35,742	73.					
07/01/2024 1401		STOCK CLERK	40.00				\$36,814						
07/01/2025 1401	STOCK CLERK	STOCK CLERK	40.00	\$35,527	\$36,101	\$36,687	\$37,274	\$37,840					
07/01/2022 1403	STOREVEEDER	STOREKEEPER(REPLACED W/1402)	40.00	\$38 698	\$39.895	\$41 106	\$42 334	\$43 489	\$44,638				
07/01/2022 1403		STOREKEEPER(REPLACED W/1402)	40.00					NAME OF TAXABLE PARTY.	\$45,977				
07/01/2024 1403		STOREKEEPER(REPLACED W/1402)	40.00						\$47,357				
07/01/2025 1403		STOREKEEPER(REPLACED W/1402)	40.00						\$47,949				
07/01/2023 1403	JIONEKEEPEN	STOREKEEPERINEPENCED W/1402/	40.00	742,500	712,031	***,255	\$15,111	V-10,721	***,5*5				
07/01/2022 G441	SUPP SPEC I	SUPPORT SPECIALIST I (35 HRS)	35.00	\$52,213									
07/01/2023 G441		SUPPORT SPECIALIST I (35 HRS)	35.00	\$53,779									
07/01/2024 G441	SUPP SPEC I	SUPPORT SPECIALIST I (35 HRS)	35.00	\$55,393									
07/01/2025 G441	SUPP SPEC I	SUPPORT SPECIALIST I (35 HRS)	35.00	\$56,085									
07/01/2022 1201	SWITCH BOARD OP	SWITCHBOARD OPERATOR	32.50	\$34,682	\$35,843	\$37,005	\$38,141	\$39,298					
07/01/2023 1201	SWITCH BOARD OP	SWITCHBOARD OPERATOR	32.50	\$35,723	\$36,918	\$38,115	\$39,285	\$40,477					
07/01/2024 1201	SWITCH BOARD OP	SWITCHBOARD OPERATOR	32.50	\$36,794	\$38,026	\$39,258	\$40,464	\$41,691					
07/01/2025 1201	SWITCH BOARD OP	SWITCHBOARD OPERATOR	32.50	\$37,254	\$38,501	\$39,749	\$40,969	\$42,212					
07/01/2022 1245	TAX ASES CLK 35	TAX ASSESSMENT CLERK (35 HOURS	35.00	\$49,183	\$51,107	\$53,018	\$54,938	\$56,853	ı				
07/01/2023 1245	TAX ASES CLK 35	TAX ASSESSMENT CLERK (35 HOURS	35.00	\$50,658	\$52,640	\$54,609	\$56,586	\$58,558	1				
07/01/2024 1245	TAX ASES CLK 35	TAX ASSESSMENT CLERK (35 HOURS	35.00	\$52,178	\$54,219	\$56,247	\$58,284	\$60,315					
07/01/2025 1245	TAX ASES CLK 35	TAX ASSESSMENT CLERK (35 HOURS	35.00	\$52,830	\$54,897	\$56,950	\$59,012	\$61,069	1				
07/01/2022 1260	TAX COLL CLK 35	TAX COLLECTOR CLERK (35 HOURS	35.00	\$49,183	\$51,107	\$53,018	\$54,938	\$56,853	3				
07/01/2023 1260	TAX COLL CLK 35	TAX COLLECTOR CLERK (35 HOURS	35.00	\$50,658	\$52,640	\$54,609	\$56,586	\$58,558	1				
07/01/2024 1260	TAX COLL CLK 35	TAX COLLECTOR CLERK (35 HOURS	35.00	\$52,178	\$54,219	\$56,247	\$58,284	\$60,315	i				
07/01/2025 1260	TAX COLL CLK 35	TAX COLLECTOR CLERK (35 HOURS	35.00	\$52,830	\$54,897	\$56,950	\$59,012	\$61,069	)				

EFF DATE JO	c	DESCRIPTION	FULL DESC	HRS/PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
07/01/2022 126	51	TAX COLL CLK SP	TAX COLL CLERK SPAN(35 HOURS)	35.00				\$54,938							
07/01/2023 126	51	TAX COLL CLK SP	TAX COLL CLERK SPAN(35 HOURS)	35.00	\$50,658	\$52,640	\$54,609	\$56,586	\$58,558						
		TAX COLL CLK SP	TAX COLL CLERK SPAN(35 HOURS)	35.00	\$52,178	\$54,219	\$56,247	\$58,284	\$60,315						
07/01/2025 126	51	TAX COLL CLK SP	TAX COLL CLERK SPAN(35 HOURS)	35.00	\$52,830	\$54,897	\$56,950	\$59,012	\$61,069						
07/01/2022 126	53	TAX COLL CUST S	TAX COLL CUSTOMER SVC	35.00					\$51,923						
07/01/2023 126	53	TAX COLL CUST S	TAX COLL CUSTOMER SVC	35.00					\$53,481						
07/01/2024 126	53	TAX COLL CUST S	TAX COLL CUSTOMER SVC	35.00				The second second	\$55,085						
07/01/2025 126	53	TAX COLL CUST S	TAX COLL CUSTOMER SVC	35.00	\$47,432	\$49,691	\$51,948	\$53,192	\$55,774						
07/01/2022 G2	59	TB OUTRCH WKR	TUBERCULOSIS OUTREACH WORKER	35.00	\$44,091	\$45,613	\$47,134	\$48,654	\$50,172						
		TB OUTRCH WKR	TUBERCULOSIS OUTREACH WORKER	35.00	\$45,414	\$46,981	\$48,548	\$50,114	\$51,677						
		TB OUTRCH WKR	TUBERCULOSIS OUTREACH WORKER	35.00	\$46,776	\$48,390	\$50,004	\$51,617	\$53,228						
		TB OUTRCH WKR	TUBERCULOSIS OUTREACH WORKER	35.00	\$47,361	\$48,995	\$50,629	\$52,262	\$53,893						
07/01/2022 120	09	тсо	TELECOMMUNICATIONS OPERATOR	36.00					\$60,968						
07/01/2023 120	09	TCO	TELECOMMUNICATIONS OPERATOR	36.00	\$44,506	\$49,710	\$54,933	\$57,614	\$62,797						
07/01/2024 120	9	TCO	TELECOMMUNICATIONS OPERATOR	36.00	17.10				\$64,681						
07/01/2025 120	9	тсо	TELECOMMUNICATIONS OPERATOR	36.00	\$46,415	\$51,841	\$57,288	\$60,084	\$65,490						
07/01/2022 GO	53	TEL SPEC	TELEPHONE SPECIALIST	35.00	\$52,211										
07/01/2023 GO	53	TEL SPEC	TELEPHONE SPECIALIST	35.00	\$53,777										
07/01/2024 GO	53	TEL SPEC	TELEPHONE SPECIALIST	35.00	\$55,390	)									
07/01/2025 G0	53	TEL SPEC	TELEPHONE SPECIALIST	35.00	\$56,083										
07/01/2022 110	00	TYPIST 1	TYPIST I	32.50				보기에서 어린 아이라이네요	\$42,914						
07/01/2023 110	00	TYPIST 1	TYPIST I	32.50					\$44,201						
07/01/2024 110	00	TYPIST 1	TYPIST I	32.50					\$45,527						
07/01/2025 110	00	TYPIST 1	TYPIST I	32.50	\$39,203	\$41,168	\$43,12	\$45,082	\$46,096	\$49,00	3				
07/01/2022 12	30	TYPIST I 35 HR	TYPIST I (35 HOURS)	35.00					\$46,215	1000					
07/01/2023 123	30	TYPIST I 35 HR	TYPIST I (35 HOURS)	35.00					\$47,602						
07/01/2024 12	30	TYPIST I 35 HR	TYPIST I (35 HOURS)	35.00	* S.T. T.				\$49,030						
07/01/2025 12			TYPIST I (35 HOURS)	35.00	\$42,216	\$44,330	\$46,438	\$48,550	\$49,642	\$52,77	6				

EFF DATE JCC DESCRIPTION	FULL DESC	HRS/PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
07/01/2022 1256 TYPIST I 40HR	TYPISTI (40 HOURS)	40.00	\$44,915	\$47,169	\$49,367	\$51,656	\$52,815	\$56,150					
07/01/2023 1256 TYPIST I 40HR	TYPISTI (40 HOURS)	40.00	\$46,263	\$48,584	\$50,848	\$53,205	\$54,400	\$57,835					
07/01/2024 1256 TYPIST I 40HR	TYPISTI (40 HOURS)	40.00	\$47,651	\$50,041	\$52,373	\$54,801	\$56,032	\$59,570					
07/01/2025 1256 TYPIST I 40HR	TYPISTI (40 HOURS)	40.00	\$48,246	\$50,667	\$53,028	\$55,486	\$56,732	\$60,315					
07/01/2022 1104 TYPIST II	TYPIST II	32.50						\$48,812					
07/01/2023 1104 TYPIST II	TYPIST II	32.50		- May 250 250 150		하시면 기계 시간		\$50,276					
07/01/2024 1104 TYPIST II	TYPIST II	32.SO						\$51,784					
07/01/2025 1104 TYPIST II	TYPIST II	32.50	\$41,941	\$44,044	\$46,142	\$48,238	\$49,392	\$52,432					
07/01/2022 1232 TYPIST II 35 HR	TYPIST II (35 HOURS)	35.00						\$52,565					
07/01/2023 1232 TYPIST II 35 HR	TYPIST II (35 HOURS)	35.00						\$54,142					
07/01/2024 1232 TYPIST II 35 HR	TYPIST II (35 HOURS)	35.00						\$55,766					
07/01/2025 1232 TYPIST II 35 HR	TYPIST II (35 HOURS)	35.00	\$45,166	\$47,432	\$49,691	\$51,948	\$53,192	\$56,463					
07/01/2022 1253 TYPIST II 40HR	TYPIST II (40 HOURS)	40.00		A				\$60,076					
07/01/2023 1253 TYPIST II 40HR	TYPIST II (40 HOURS)	40.00	\$49,498	\$51,979	\$54,453	\$56,927	\$58,292	\$61,878					
07/01/2024 1253 TYPIST II 40HR	TYPIST II (40 HOURS)	40.00	\$50,983	\$53,538	\$56,086	\$58,635	\$60,041	\$63,734					
07/01/2025 1253 TYPIST II 40HR	TYPIST II (40 HOURS)	40.00	\$51,621	\$54,207	\$56,787	\$59,368	\$60,791	\$64,531					
07/01/2022 1111 TYPIST III	TYPIST III	32.50	\$48,738	\$50,232	\$52,619	\$55,016	\$56,522	\$60,325					
07/01/2023 1111 TYPIST III	TYPIST III	32.50	\$50,200	\$51,739	\$54,197	\$56,667	\$58,218	\$62,135					
07/01/2024 1111 TYPIST III	TYPIST III	32.50	\$51,706	\$53,291	\$55,823	\$58,367	\$59,964	\$63,999					
07/01/2025 1111 TYPIST III	TYPIST III	32.50	\$52,352	\$53,957	\$56,521	\$59,097	\$60,714	\$64,799					
07/01/2022 1251 TYPIST III 35HR	TYPIST III (35 HRS)	35.00	\$52,486	\$54,098	\$56,668	\$59,248	\$60,874	\$64,967					
07/01/2023 1251 TYPIST III 35HR	TYPIST III (35 HRS)	35.00	\$54,060	\$55,721	\$58,368	\$61,025	\$62,700	\$66,916					
07/01/2024 1251 TYPIST III 35HR	TYPIST III (35 HRS)	35.00	\$55,682	\$57,392	\$60,119	\$62,856	\$64,581	\$68,924					
07/01/2025 1251 TYPIST III 35HR	TYPIST III (35 HRS)	35.00	\$56,378	\$58,110	\$60,870	\$63,642	\$65,389	\$69,785	i				
07/01/2022 G083 VICTIM ADV	VICTIM ADVOCATE RECEPTIONIST	35.00	\$55,400	)									
07/01/2023 G083 VICTIM ADV	VICTIM ADVOCATE RECEPTIONIST	35.00	\$57,062	!									
07/01/2024 G083 VICTIM ADV	VICTIM ADVOCATE RECEPTIONIST	35.00	\$58,773	1									
07/01/2025 G083 VICTIM ADV	VICTIM ADVOCATE RECEPTIONIST	35.00	\$59,508	1									
07/01/2022 1265 VIT REC CUST SC	VITAL RECORDS CUST SVC CLK	35.00	\$39,490	\$41,465	\$43,441	\$45,418	\$47,390	\$49,368	3				
07/01/2023 1265 VIT REC CUST SC	VITAL RECORDS CUST SVC CLK	35.00	\$40,675	\$42,709	\$44,745	\$46,780	\$48,81	\$50,849	9				
07/01/2024 1265 VIT REC CUST SC	VITAL RECORDS CUST SVC CLK	35.00	\$41,895	\$43,990	\$46,08	\$48,184	\$50,27	\$52,374					
07/01/2025 1265 VIT REC CUST SC	VITAL RECORDS CUST SVC CLK	35.00	\$42,419	\$44,540	\$46,663	\$48,786	\$50,90	\$53,029	)				

EFF DATE	icc	DESCRIPTION	FULL DESC	HRS/PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
07/01/2022	1116	WPCA FLD OP CLE	POLLUTION CONTROL FIELD OPERAT	40.00	\$48,738										
07/01/2023	1116	WPCA FLD OP CLE	POLLUTION CONTROL FIELD OPERAT	40.00	\$50,200										
07/01/2024	1116	WPCA FLD OP CLE	POLLUTION CONTROL FIELD OPERAT	40.00	\$51,706										
07/01/2025	1116	WPCA FLD OP CLE	POLLUTION CONTROL FIELD OPERAT	40.00	\$52,352										
07/01/2022	3302	ZONING INSP	ZONING INSPECTOR	35.00	\$51,659	\$53,395	\$55,117	\$56,842							
07/01/2023	3302	ZONING INSP	ZONING INSPECTOR	35.00	\$53,208	\$54,997	\$56,771	\$58,547							
07/01/2024	3302	ZONING INSP	ZONING INSPECTOR	35.00	\$54,805	\$56,647	\$58,474	\$60,303							
07/01/2025	3302	ZONING INSP	ZONING INSPECTOR	35.00	\$55,490	\$57,355	\$59,205	\$61,057							
07/01/2022	3314	ZONING INSP 35	ZONING INSPECTOR	35.00	\$55,631	\$57,503	\$59,357	\$61,214							
		ZONING INSP 35	ZONING INSPECTOR	35.00	\$57,300	\$59,228	\$61,138	\$63,050							
07/01/2024	3314	ZONING INSP 35	ZONING INSPECTOR	35.00	\$59,019	\$61,005	\$62,972	\$64,942							
		ZONING INSP 35	ZONING INSPECTOR	35.00	\$59,757	\$61,767	\$63,759	\$65,754							

# APPENDIX D CITY POLICIES

# Appendix D

# CITY OF BRIDGEPORT

Subject:	Approval:	Approval:	Effective: April 1, 2000
ATTENDANCE	Dennis C. Murphy	Joseph P. Ganim	Number: 02-2000
	CAO	Mayor	Page: 1 of 7

#### **PURPOSE**

This policy establishes attendance guidelines and procedures, and describes the responsibility of the employee and supervisor in maintaining an effective attendance program.

#### SCOPE

This policy applies to all City of Bridgeport employees in all locations, with the exception of uniformed personnel in the Police and Fire Departments.

#### POLICY

The City of Bridgeport municipal departments provide a wide range of services to residents, business owners and others. In order to provide quality and timely services, each department must be fully staffed each day. Absenteeism detracts from the City's ability to meet quality service standards and causes a difficult burden for those employees who must assume the duties of absent employees.

Sick time benefits are provided as income protection when illness prevents the employee from reporting to work. It should not be considered as authorized "time off" and attempts to "use up" sick time are strongly discouraged. Our bargaining agreements generally allow for sick leave accumulation and include sick leave "pay-out" provisions. The City's commitment to continued sick leave benefits for income protection purposes is not inconsistent with our commitment to an effective attendance policy.

Excessive employee absenteeism is unacceptable and will be addressed by supervisors and the Office of Labor Relations in accordance with the standards described below.

#### **Employee Responsibilities**

Each employee is expected to:

- Employees are expected to maintain a good attendance record.
- Each employee is expected to give advance notification of absences due to illness, and provide the reason for the absence. The employee must give notification by phone, personally and directly, to the supervisor. If an extreme situation arises and the employee is unable to call prior to the scheduled work time, notification must be given to the Supervisor within half-hour after the scheduled start time. If the employee fails to do so, the employee's absence is considered unauthorized. After three consecutive days without notice, the employee will be considered to have resigned from employment, unless otherwise provided for under the employee's collective bargaining agreement.

#### Supervisor Responsibilities

Each Supervisor is responsible for monitoring and enforcing this policy. While it is the employee's responsibility to correct the attendance problems and prevent absenteeism, the supervisor should emphasize the following:

- Communicate the City's policy of requiring good attendance to all unit employees.
- Each Department Head or his/her designee shall be responsible for forwarding a
  monthly report to the CAO and Director of Labor Relations indicating each employee
  whose attendance merits disciplinary action under this policy and each disciplinary
  action taken for such employee.
- Employees should personally call their supervisor directly if illness will prevent them
  from reporting to work. The supervisor must advise the employee that they are to
  maintain contact for any period of absence beyond one day, unless the employee has
  provided a doctor's certification covering a specified period.
- Determine when the employee expects to return to work.
- Insure that all absences are accurately and properly recorded on weekly time sheets and on the unit attendance log.
- It is the supervisor's responsibility to consistently enforce this policy by monitoring the employee's attendance records on a monthly basis.
- The attendance records of each employee should be considered individually with reference made to the following types of attendance problems:
  - Frequency of Absence: Frequent short-term absences often indicate basic poor attendance habits.
  - Pattern of Absence: Unscheduled absences that reflect a pattern of Monday or Friday absences, or absences on the day before or after a holiday or long weekend, or other pattern related to operational conditions (e.g. weather, workload, etc.)
  - Cause of Absence: The nature of frequent absences are unrelated and may reflect a poor attendance record.
- Employees should be advised that the City provides a comprehensive benefits plan that should enable the employee to seek treatment for medical problems. The

<sup>&</sup>lt;sup>1</sup> The collective bargaining agreement for members of the American Federation of State, County and Municipal Employees, Local 1522 (AFSCME 1522) requires its members to call in one hour prior to the start of his/her shift.

Employee Assistance Program (EAP) may also be used as a potential resource for any underlying issues causing an attendance problem.

- Long-term employees with established records of good attendance may be considered
  differently than a new employee with a poor record during the initial months of
  employment. It must be recognized, however, that each absence adversely affects the
  City's ability to provide quality municipal services. The primary responsibility for
  maintaining a satisfactory attendance record rests with the employee.
- If a supervisor detects an abuse of sick time by an employee, disciplinary action should be taken as described below. NOTE: The supervisor should counsel the employee and encourage the employee to avail themselves of the EAP, prior to issuing an oral or written warning. In addition, prior to taking any action beyond counseling or an oral or written warning, the supervisor must consult with the Office of Labor Relations.
- Supervisors are reminded that the use of vacation and personal days must be
  consistent with the operational needs of the department but must not be so restricted
  so as to unreasonably deny their use. Sound business judgment is expected to be used
  in dealing with employee's use of vacation and personal days.

When a matter of interpretation arises, the supervisor shall contact the Director of Labor Relations, or his designee, so as to assure the proper application of these standards.

#### ATTENDANCE STANDARDS & PROCEDURES

#### **Definitions:**

#### Absence

An "absence" is defined as any <u>unscheduled</u> absence from work during scheduled working hours (including failing to report for scheduled or unscheduled overtime) or failure to remain at work as scheduled. The use of the term <u>scheduled</u> is significant to this definition because it automatically excludes vacation, personal leave or other forms of approved and scheduled time off. An unscheduled consecutive absence in excess of one day, shall be considered as only one absence against the employee, regardless of its length. (Example: An employee is absent for four consecutive days with the flu. This is treated as one absence for purposes of this policy) An absence excludes any work related injury, or a reoccurrence of such an injury, approved by the City's Worker's Compensation Administrator.

#### Chronic Illness

An illness requiring periodic visits or treatment by a physician that continues over an extended period of time and which causes an episodic rather than a continuous period of incapacity.

# Disciplinary Procedures<sup>2</sup>

In order to translate attendance standards into an effective working personnel policy, the City has adopted the following standards and procedures. It must be noted that four (4) or more absences in the initial probationary period of employment should be considered as failure to satisfy the probationary period of employment.

Corrective counseling is warranted when an employee has:

Six (6) absences within any twelve (12) month period\*

The supervisor should counsel the employee prior to issuing an oral warning. The supervisor shall discuss with the employee contributing problems and possible corrective measures. An EAP referral should be made, if appropriate. The supervisor should also advise the employee that an additional absence could result in an oral warning.

• Oral warning is warranted when an employee has:

Seven (7) absences within any twelve (12) month period\*

The oral warning must be documented by a written memorandum to the employee from the supervisor. In determining whether to issue an oral warning, the supervisor may consider the number of absences, any pattern of absences, the employee's past record and any other extenuating circumstances. Regardless of the circumstances, however, the supervisor must issue an oral warning when the number of absences exceeds these guidelines by one (1) for this category, and continue with discipline in accordance with this policy for all future absences.

The supervisor should advise the employee that an additional absence could result in a written warning.

• Written warning is warranted when an employee has:

Eight (8) absences within any twelve (12) month period\*

This is a continuously rolling twelve month period.

<sup>&</sup>lt;sup>2</sup> The disciplinary procedures provided herein represents the City's position with respect to just cause discipline under any applicable collective bargaining agreements. The City recognizes that a union may seek to contest such interpretation under the applicable grievance provisions.

The supervisor may consult with the Office of Labor Relations, prior to issuing the written warning. In determining whether to issue a written warning, the supervisor may consider the number of absences, any pattern of absences, the employee's past records and any other extenuating circumstances. Regardless of the circumstances, however, the supervisor must issue a written warning when the number of absences exceeds these guidelines by one (1) for this category, and continue with discipline in accordance with this policy for all future absences.

The supervisor should advise the employee that an additional absence will result in a five day suspension without pay.

• A five (5) day suspension without pay is warranted when an employee has reached:

Nine (9) absences within any twelve (12) month period

The supervisor must consult with the Office of Labor Relations, prior to issuing a five (5) day suspension without pay. The supervisor must advise the employee that termination will be warranted following one (1) additional absence. regardless of the circumstances.

Termination is warranted when an employee has reached:

Ten (10) absences within any 12 month period\*

The supervisor must consult with the Office of Labor Relations prior to terminating an employee.

#### Physician's Documentation

Unless otherwise provided under an applicable collective bargaining agreement, any employee who incurs more than three (3) absences in a six (6) month period\*\*, or who incurs more than five (5) absences in a twelve (12) month period\*\*, will be required to obtain a physician's statement, acceptable to the Director of Labor Relations, upon the employee's return to work. Failure to provide this statement shall result in no pay for the absence, and other corrective action, if appropriate. Evidence of admission to a hospital may be provided in lieu of a physician's statement. The physician's statement should document the reason for the absence.

A doctor's statement(s) and any other medical records for an employee shall be maintained in the employee's medical file. The information in this file shall be maintained as confidential unless disclosure is necessary for the health and/or safety of

<sup>\*</sup> This is a continuously rolling twelve month period.

<sup>&</sup>quot;This is a continuously rolling six and twelve month period.

other personnel (such as issues of dangerous contagious disease) or for purposes of disciplinary or any other action taken pursuant to this policy.

If an employee attempts to return to work after being absent for a "health related" reason and can document with a physician's statement, acceptable to the Director of Labor Relations, that a second absence (within 2 days of a previous absence) is the result of a single medical condition, the second absence will be considered as a single absence.

#### Chronic Illness

An absence attributable to a chronic illness will be a factor considered when imposing discipline pursuant to this policy, if the employee suffering from such an illness can provide documentation from a treating physician reflecting that the absence was a direct result of said illness. The physician's documentation must reflect that the illness is chronic (as defined above) and severe enough to prevent the employee from performing his/her duties. However, the absence may be counted against the employee if the employee's attendance record reflects a "pattern of absences" as described in this policy. Prior to imposing discipline pursuant to this policy for absences that may be caused by a chronic illness, the supervisor must consult with the Office of Labor Relations.

#### **Annual Physical Examination**

An employee's use of sick time (1/2 sick day) to attend an annual physical examination will not be considered against the employee for purposes of imposing discipline pursuant to this policy. The employee's supervisor must be given prior notice of not less than two (2) business days of such examination and adequate documentation if requested. However, employee should use their accumulated personal or vacation days to attend any other medical and/or dental appointments during regularly scheduled work hours.

#### Absence to Care for Sick Child

The City understands that it may be necessary for employees to be absent from work to care for a sick child. Therefore, an employee's use of a sick day to care for a sick child may not be considered against the employee for purposes of imposing discipline, if the employee can demonstrate that they are the child's primary care giver, the use of a sick day was necessary to care for the ill child, and the child's illness is documented by a physician's statement. However, the sick day may be considered against the employee if the employee's attendance record reflects a "pattern of absences" as described in this policy, or if the number of sick days used to care for a sick child exceeds three in any rolling twelve month period.

#### Family and Medical Leave / Maternity Leave

Any sick time taken by an employee on an approved family and medical leave, or an approved maternity leave, shall not be considered when imposing discipline pursuant to this policy.

#### American With Disabilities Act

The American with Disabilities Act (ADA) prohibits employers from discriminating against "qualified" individuals with disabilities. The City is committed to ensuring non-discrimination in all terms and conditions of employment. Prior to imposing any discipline, beyond an oral or written warning, supervisors must consult with the Office of Labor Relations or the ADA Coordinator to ensure compliance with this Act. Employees may contact the City's ADA Coordinator with any questions concerning the ADA.

#### Good Attendance

An employee with "good attendance" is one with fewer than four (4) absences within a twelve (12) month period. An employee's attendance record shall be considered when evaluating an employee's job performance, and in determining eligibility for promotions.

#### **Employee Records**

Documentation of any action taken pursuant to the policy and procedures established herein, shall be returned to the employee's personnel file, unless and until, removal is required under any applicable collective bargaining agreement.

The rolling base period for calculation of the number of absences shall commence on April 1, 2000. <sup>3</sup>

Any questions concerning this Policy shall be directed to the Office of Labor Relations.

<sup>&</sup>lt;sup>3</sup> For members of Local 1522 AFSCME Council #4 this policy will be a continuation of the one effective 1/1/99, and the effective date with respect to such employees for purposes of this provision will continue to be 1/1/99.

# CITY OF BRIDGEPORT

Subject:

TARDINESS

| Approval: | Approval: | Effective: October 1, 2005 |
| Michael E. Feenby | John M. Fabrizi | Number: Page: 1 of 5

#### **PURPOSE**

This policy establishes tardiness guidelines and procedures, and describes the responsibility of the employee and supervisor in maintaining an effective tardiness policy.

#### SCOPE

This policy applies to all City of Bridgeport employees in all locations, with the exception of uniformed personnel in the Police and Fire Departments who are governed by existing policy and practice.

#### POLICY

The City of Bridgeport municipal departments provide a wide range of services to residents, business owners and others. In order to provide quality and timely services, each department must be fully staffed each day within its regularly scheduled hours. Tardiness detracts from the City's ability to meet quality service standards and causes a difficult burden for those employees who must assume the duties of employees who are tardy.

Employees are expected to show up for work regularly and on time. The City understands that inclement weather and traffic can be unpredictable and may delay an employee's normal work commute. However, it is the employee's responsibility to plan their commute in accordance with weather/traffic in order to arrive at work at their regularly scheduled time. See the City's Inclement Weather Policy.

Continuous and/or excessive employee tardiness is unacceptable and will be addressed by supervisors and the Office of Labor Relations in accordance with the standards described below. Failure to meet the requirements of this policy may result in a payroll deduction and/or discipline up to and including termination.

#### **Employee Responsibilities**

Each employee is expected to:

- Employees are expected to show up for work regularly and on time.
- Employees are expected to accurately document their actual time worked on weekly time sheets.
- Employees who work off-site are expected to call their supervisor when they arrive late.
- Employees are expected to correct and prevent tardiness problems.

# Supervisor Responsibilities

Supervisors are expected to:

- Communicate the City's policy of requiring punctuality to all employees they supervise.
- Insure that all instances of tardiness are accurately and properly recorded on weekly time sheets.
- Consistently enforce this policy by monitoring all employees' records on an ongoing basis.
- Advise employees that the City's Employee Assistance Program (EAP) may also be used as a
  potential resource for any underlying issues that may be contributing to continuous tardiness.
- Each Department Head or his/her designee shall forward a quarterly report to the Director of Labor Relations indicating each employee whose tardiness merits disciplinary action under this policy and each disciplinary action taken for such employee.
- Supervisors may use discretion not to impose disciplinary action under extenuating circumstances.
- Supervisors should use sound and consistent discretion in any decision not to impose discipline if appropriate under this policy.
- Long-term employees with established records of no tardiness may be considered differently
  than a new employee with a poor record during the initial months of employment. It must be
  recognized, however, that each instance of tardiness adversely affects the City's ability to
  provide quality municipal services. The primary responsibility for maintaining a satisfactory
  record rests with the employee.
- If a supervisor is aware of an employee's tardiness, disciplinary action should be taken as
  described below.
- Supervisors may impose discipline for a pattern of tardiness within the five (5) minute leeway as provided under this policy.

When a matter of interpretation arises, the supervisor shall contact Labor Relations so as to assure the proper application of these standards.

#### TARDINESS STANDARDS & PROCEDURES

#### Definitions

Tardiness is defined as 1) a period of lateness at the beginning of an employee's workday, 2) a period of lateness resulting from the employee returning to work late from lunch and break periods. Leaving work early before the tour of duty ends is considered an absence in accordance with the Attendance Policy.

Employees who show up for work within five (5) minutes of their regularly scheduled time shall generally not be considered tardy. This is a five (5) minute leeway and shall not be abused. For example, employees who are more than periodically five (5) minutes late arriving to work and/or returning from lunch may be disciplined for a pattern of tardiness. Supervisors are expected to

use sound and consistent judgment about patterns of tardiness and to consult with Labor Relations as appropriate about discipline. A pattern of abuse of the five (5) minute leeway may be subject to discipline separate and apart from tardiness points and/or may have tardiness occurrences of five (5) minutes or more counted as tardiness points as provided below. Non-exempt employees who are tardy by more than fifteen (15) minutes for any reason will have their pay docked for that time. Exempt employees who are tardy by more than fifteen (15) minutes for any reason will have that time docked from their accumulated compensatory time (if applicable) or vacation or personal days.

# Disciplinary Procedures1

In order to translate tardiness standards into an effective working personnel policy, the City has adopted the following standards and procedures. It must be noted that four (4) or more tardiness points in the initial probationary period of employment should be considered as failure to satisfy the probationary period of employment.

Each instance of tardiness counts as a tardiness point. An employee may accumulate up to four tardiness points within any twelve (12) month period\* without penalty. Four or more tardiness points will result in the following discipline:

#### • 4 tardiness points = Corrective counseling is warranted

The supervisor should counsel the employee prior to issuing an oral warning. Corrective counseling should be documented by a written memorandum to the employee from the supervisor. The supervisor shall discuss with the employee contributing problems and possible corrective measures. An BAP referral should be made, if appropriate. The supervisor should also advise the employee that an additional tardiness point may result in an oral warning.

# • 5 tardiness points = Oral warning is warranted

Oral warnings must be documented by a written memorandum to the employee from the supervisor. In determining whether to issue an oral warning, the supervisor may consider the employee's past record and any other extenuating circumstances. The supervisor should advise the employee that an additional tardiness point may result in a written warning.

# • 6 tardiness points = Written warning is warranted

Written warnings must be documented by a written memorandum to the employee from the supervisor. In determining whether to issue a written warning, the supervisor may consider the employee's past records and any other extenuating circumstances. The

<sup>&</sup>lt;sup>1</sup> The disciplinary procedures provided herein represents the City's position with respect to just cause discipline under any applicable collective bargaining agreements. The City recognizes that a union may seek to contest such interpretation under the applicable grievance provisions.

This is a continuously rolling twelve-month period.

supervisor should advise the employee that an additional tardiness point may result in a one (1) day suspension without pay.

• 7 tardiness points = A one (1) day suspension without pay is warranted

The supervisor must consult with the Office of Labor Relations, prior to issuing a one (1) day suspension without pay. The supervisor should advise the employee that a three (3) day suspension will be warranted following one (1) additional tardiness point, regardless of the circumstances.

• 8 tardiness points = A three (3) day suspension without pay is warranted

The supervisor must consult with the Office of Labor Relations, prior to issuing a three (3) day suspension without pay. The supervisor should advise the employee that a five (5) day suspension will be warranted following one (1) additional tardiness point, regardless of the circumstances.

• 9 tardiness points = A five (5) day suspension without pay is warranted

The supervisor must consult with the Office of Labor Relations, prior to issuing a five (5) day suspension without pay. The supervisor should advise the employee that termination will be warranted following one (1) additional tardiness point, regardless of the circumstances.

• 10 tardiness points = Termination is warranted

Supervisors must consult with the Office of Labor Relations prior to terminating an employee.

Supervisors may choose to consult with Labor Relations prior to issuing a verbal or written warning to an employee. However, supervisors <u>must</u> consult with Labor Relations prior to an employee suspension or termination.<sup>2</sup>

An employee's tardiness that is approved and directly related to their intermittent FMLA shall not be subject to progressive discipline.

NOTE: In each instance of tardiness, the employee shall be docked as described above whether or not discipline is warranted for the instance.

Making up Time Lost

<sup>&</sup>lt;sup>2</sup> Supervisors should continue to send notice of any disciplinary action (oral, written or otherwise) to the employee and Union as required by the collective bargaining agreement. Any questions regarding Union notification should be directed to Labor Relations.

An employee may make up for the time lost because of their tardiness by 1) showing up for work earlier than their regularly scheduled hours, or 2) staying at work later than their regularly scheduled hours. This requires prior approval by the employee's supervisor. Making up lost time shall not become a habit or pattern. It is intended that in extenuating circumstances an employee would make up for their time lost and not be docked pay, vacation, personal or compensatory time. Since many City offices are open during specific set hours in order to provide a service to the public, it may not be feasible for an employee to make up their lost time as stated above. Therefore, supervisors have discretion in approving an employee's request for making up time lost. In allowing employees to make up lost time, a supervisor may consider long-term employees with established records of no tardiness. However, employees who have been disciplined for violation of this policy within the 12 month period as provided above shall not be permitted to make up time.

If a supervisor feels that an employee has given their best efforts to report to work on time, but the employee was not able to do so because they are the primary caregiver for a school age child or an elderly relative living in the same household, then the supervisor may allow the employee to make up the lost time without the instance being considered a tardiness occurrence.

Supervisors should not allow employees to make up missed time by reducing or foregoing breaks and/or lunch periods as this may contradict FLSA regulations and/or union contracts.

NOTE: Allowing an employee to make up lost time does not imply that an employee will not be disciplined for their tardiness.

#### **Employee Records**

Documentation of any action taken pursuant to the policy and procedures established herein shall be returned to the employee's personnel file, unless and until, removal is required under any applicable collective bargaining agreement.

#### Early Closings

In cases of inclement weather or days preceding holidays, supervisors and department heads do not have the authority to completely close down their respective offices/departments without the approval of the CAO. City offices must at least maintain a "skeleton staff" that can carry out the basic functions of the department unless the CAO shall advise to the contrary. See the City's Policy on Inclement Weather.

The rolling base period for calculation of the number of absences shall commence on October 1, 2005.

Any questions concerning this Policy shall be directed to the Office of Labor Relations.

# CITY OF BRIDGEPORT

Subject: Vacation Carry-	Amproval:	Sey Veries	Effective: December 4, 2009
Over	Andrew Nunn	Bill Pych	Number:
	CAO	Mayor	Page: 1 of 2

#### **PURPOSE**

To allow eligible employees an opportunity to choose to carry-over unused vacation from one vacation year to the next and/or receive the cash value of the unused vacation time.

#### SCOPE

This policy applies to all employees who by virtue of years of service have earned a vacation carry-over or vacation payout benefit in accordance with the provisions of their collective bargaining agreement.

#### HISTORY

Background: Prior to 2010, employees were allowed to make elections to carry over or receive the cash value of unused vacation days at the close of a vacation year. Historically, a City vacation year is the period from April 1<sup>st</sup> to March 31<sup>st</sup> of the next year. The IRS has determined that the practice of allowing employees to choose between carrying-over unused days or receiving cash payments for such days at the end of a vacation year violates the doctrine of constructive receipt and is not an allowable practice.

Changes from prior practice: Beginning with the 2010-11 vacation year, eligible employees must make irrevocable elections regarding the treatment of unused vacation. Elections must be made prior to the close of business of the last business day of the calendar year preceding the vacation year. For the vacation year beginning 4/1/2010, elections must be made by 12/31/2009. This policy provides a default election for eligible employees to carry-over days, and also allows eligible employees an opportunity to modify their carry-over/cash out provisions as long as the election is made prior to the close of business on the last business day of the calendar year in which they are made, after which time all elections are irrevocable.

#### POLICY

Policy: In each vacation year, employees eligible for vacation carry-over or vacation cash out shall be deemed to have made an election to utilize the vacation carry-over / vacation cash out benefit at the maximum level allowed by their collective bargaining agreement. This "default election option" requires no action on the part of the employee. Under the

default election option, the unused vacation time elections shall be implemented in the following order:

- First, an election to carry-over the maximum amount (normally one week) of unused vacation shall be made for all eligible employees having sufficient years of service.
- Second, any vacation time available for cash out in excess of the initial carry-over amount, up to the limit specified in the employee's collective bargaining agreement, shall be elected for cash out after the close of the vacation year.

Under the default option, if, at the end of a vacation year, fewer unused vacation days remain than were elected, carry-over vacation days shall be preserved preferentially over cash-out days.

Employees wishing to make an election different from the default option, but which complies with the provisions of their collective bargaining agreement, must make an irrevocable written election by completing the "Vacation Carry-over and Payout Option Election Form" regarding the treatment of such vacation prior to the upcoming vacation year. This irrevocable election must be received in the Benefits Department no later than close of business on the last working day, generally December 31<sup>st</sup>, of the calendar year preceding the vacation year.

Unless superseded by provisions of the employee's collective bargaining agreement, at the end of a vacation year, an eligible employee's elected preference for carry-over (default option) or cash out (alternate option) shall determine the order of preference as to which days shall be retained if the number of available days is less than the maximum number allowed.

To the extent that any unused days remain after fully effectuating the employee's election(s) to carryover or cash out days, then, such remaining unused days shall be forfeited in accordance with an employees collective bargaining agreement, unless these days were unused because of a bona fide City emergency and a prior written exception to this policy was approved by the Director of Labor Relation within 30 days of said emergency, in which case the employee will be allowed to carry over such days.

Any questions concerning this Policy shall be directed to the Office of Labor Relations.

CITY OF BRIDGEPORT

Subject:
Pre-Employment and Reasonable Suspicion Drug and Alcohol Testing Policy

Approvat:

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#### PURPOSE

The purpose of this policy is to establish the guidelines and procedures whereby a prospective employee of the City of the Bridgeport is required to take a pre-employment drug test or an employee (other than uniformed members of the Police and Fire Departments and CDL Drivers) may be ordered to undergo drug and/or alcohol testing when reasonable suspicion exists that the employee is using drugs and/or alcohol while on duty.

#### POLICY

It is the policy of the City of Bridgeport that the illegal use of drugs or misuse of alcohol is strictly prohibited. Any discipline issued pursuant to this policy will be considered for just cause within the applicable Collective Bargaining Agreement.

#### **DEFINITIONS:**

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl or isopropyl alcohol.

Alcohol Concentration: The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this policy.

Alcohol Use: The consumption of any beverage, mixture or preparation containing alcohol including, but not limited to, any medication containing alcohol.

Breath Alcohol Technician: The individual who will instruct and assist the employee in the alcohol testing process and operates the evidential breath-testing device.

Bridgeport Motor Vehicle: City owned, leased or rented motor vehicle or combination of motor vehicles used in commerce to transport City of Bridgeport employees, passengers or property.

Chain of Custody: Procedures to account for the integrity of each specimen by tracking its handling and storage from point of collection to final disposition.

1

Collection Site: Industrial Medical Center (IMC), 226 Mill Hill Avenue, Bridgeport, CT 06610 during hours the site is open and Bridgeport Hospital outside such hours, or such other site as the City may designate which meets SAMHSA standards.

Confirmation Test: In drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to insure reliability and accuracy. The confirmation test is performed using a Gas Chromatology/Mass Spectrometry (GC/MS) technique.

Covered Employee: All prospective employees of the City of Bridgeport and employees of the City of Bridgeport except uniformed members of the Police and Fire Departments and drivers of City vehicles who possess commercial driver's licenses (CDL) who are covered under other similar City policies.

Direct Breath Analysis: The analysis of a sample of a person's breath using an instrument designed for this purpose in order to determine the concentration of ethyl alcohol in the person's blood.

Evidential Breath Testing Device (EBT): An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath.

Intoxilyzer: An EBT by means of which equivalent blood alcohol concentration is indicated or recorded on a dial, meter, scale chart or printed record activated by a reaction between a sample introduced and appropriate detector in a chamber, tube or vessel within such apparatus.

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information. If an employee's test result is positive, the MRO will contact the employee to discuss the test to determine if the positive result is valid and to notify the employee that he/she has seventy-two (72) hours to request a test of the split specimen.

**Prescribed Drug:** Any drug, including over the counter medication, prescribed for an individual by a licensed practitioner.

Refusal to Submit: When any Covered Employee engages in conduct that obstructs the testing process. This includes but is not limited to the refusal to sign consent forms; the failure to provide adequate urine or a proper sample for controlled substance testing; the refusal to take a required test; the failure to make oneself available to a test as required by this policy.

Safety Related Function: Any function that affects the safety of employees and the safe and effective operation of the City of Bridgeport including but not limited to the following:

1) All time at a City of Bridgeport facility or other City of Bridgeport locations

or in a City of Bridgeport motor vehicle;

2) All time that a covered City of Bridgeport employee is on duty.

SAMHSA: Substance Abuse Mental Health Services Administration.

Screening Test: In drug testing an immunoassay screen to eliminate negative urine specimens from further analysis. The initial screening will be the EMIT (Enzyme Multiplied Immunoassay Technique).

**Supervisor:** Personnel assigned to a position having day-to-day responsibility for supervising subordinates.

#### PROHIBITED CONDUCT

1) The illegal use of controlled substances at any time is prohibited.

2) The performance of any Safety Related Function while using legally prescribed drugs is prohibited unless the use is pursuant to the instructions of a physician who has advised the employee that the substance will not adversely affect his/her work performance. The use of legally prescribed drugs, that may impair the employee's work performance or may affect workplace safety, shall be reported to the immediate supervisor before the performance of any Safety Related Function.

3) Refusal to submit to a drug test is strictly prohibited. The Covered Employee is required to cooperate with the laboratory personnel and provide them with the

following:

· An adequate and complete sampling

· Assistance in completing the required documentation for chain of custody

Marking and sealing the specimen

The refusal by a Covered Employee to submit to a drug screening test pursuant to the provisions of this policy will result in disciplinary action, up to and including termination.

The refusal by a prospective employee to submit to a drug screening test pursuant to the provisions of this policy will disqualify a prospective employee from consideration for employment.

- 4) The use of a masking agent designed to conceal the use of drugs to be tested is prohibited. The use of such an agent will be deemed a confirmed positive test.
- The consumption of alcohol while performing a Safety Related Function is prohibited.
- 6) A blood alcohol level of .04 or greater is prohibited while performing any Safety Related Function.
- 7) A refusal to submit to an alcohol test is prohibited. A refusal to submit to an alcohol test will be treated as a confirmed positive result.

# EMPLOYEES SUBJECT TO TESTING & TYPES OF DRUGS TESTED FOR

All Covered Employees shall be subject to the alcohol and drug testing procedures detailed in this policy.

The drug testing outlined in this policy will test for the following substances:

- 1) Marijuana
- 2) Cocaine
- 3) Amphetamines
- 4) Opiates (e.g. heroine, codeine)
- 5) Phencyclidine (PCP)

Note: The City reserves the right to order testing for Hallucinogens or Steroids, when appropriate. This list is subject to change at the City's discretion.

#### PRE-EMPLOYMENT TESTING

Prior to the employment of any prospective employee of the City of Bridgeport, that prospective employee shall undergo testing for alcohol and controlled substances. A Covered Employee who is laid off or on a leave for more than one year shall be subject to pre-employment testing.

#### REASONABLE SUSPICION TESTING

When a "reasonable suspicion" is determined indicating that a Covered Employee is using drugs and/or alcohol, that employee will be tested pursuant to procedures set forth in this policy.

Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

- Direct observation of drug and/or alcohol use;
- The employee's body shows evidence of drug use (e.g. track marks);
- The employee is found to be in possession of drugs or alcohol on duty;
- Spontaneous, unusual, abnormal, erratic or unacceptable behavior;
- An unusual or suspicious pattern of sick leave usage;
- Information which is provided by a reliable and credible source;
- The presence of symptoms of drug or alcohol use (e.g. odor of alcoholic beverage, glassy or blood shot eyes, slurred speech, poor coordination and/or reflexes, etc.);
- The occurrence of repeated multiple on-the-job accidents or injuries.

Any observation for controlled substances and/or alcohol reasonable suspicion testing must be reported immediately to a supervisor.

Any employee who has a reasonable suspicion that his/her supervisor may be under the influence of a controlled substance and/or alcohol may report such suspicion to the next supervisor in the chain of command, and if not available, to the highest ranking

supervisor on duty. There will not be any reprisal against any employee who makes such a report. Any supervisor who does so will be subject to discipline up to and including termination.

A Supervisor who has a reasonable suspicion under this Policy shall consult with the City's Office of Labor Relations if possible concerning such suspicion. The supervisor shall also report such suspicion to their Department Head if possible. After such consultation the supervisor may order the employee for reasonable suspicion testing as provided herein. Except in an emergency or the unavailability of Labor Relations and/or the Department Head, the prior approval of such persons shall be obtained before ordering an employee for testing. A memorandum detailing in writing the specific facts, symptoms or observations that formed the basis for their determination that reasonable suspicion existed to warrant the testing of the employee shall be prepared by the reporting supervisor at the time of referral for testing and approved by the Department Head.

A written directive shall be prepared by the supervisor ordering the employee to report for testing immediately, if possible, but in any event within twenty-four (24) hours. The supervisor shall drive the employee to the Collection Site if possible. If not possible, the supervisor shall arrange for transportation. No employee under reasonable suspicion shall be permitted to drive themselves.

Any employee ordered for reasonable suspicion controlled substance testing, shall also undergo an alcohol screening test.

#### POST ACCIDENT TESTING

Employees shall be tested for controlled substances and/or alcohol if the employee was involved in an accident while performing a safety sensitive function with respect to that vehicle, and:

- 1) The accident involved the loss of human life, or;
- 2) The employee was involved in an accident while performing a safety sensitive function with respect to that vehicle and:
  - a. Any vehicle is required to be towed from the scene of the accident or,
  - b. The employee receives a citation as a result of the accident or,
  - c. Anyone involved in the accident has a bodily injury requiring immediate treatment away from the scene of the accident or,
  - d. The employer determines, using the best information available at the time of the decision, that the covered employee's performance cannot be completely discounted as a contributing factor to the accident.

Nothing in this section shall require the delay of necessary medical attention following an accident.

#### RETURN TO DUTY TESTING

Before an employee who has violated this policy concerning alcohol returns to duty requiring the performance of a Safety Related Function, the employee shall undergo a return to duty alcohol test with a result indicating a blood alcohol level of less than .04.

Before an employee who has violated this policy concerning controlled substance returns to duty requiring the performance of a Safety Related Function, just before such function, the employee shall undergo a return to duty controlled substance test with a result indicating a verified negative result for controlled substance use.

#### FOLLOW-UP TESTING

Following a determination by a substance abuse professional that an employee is in need of assistance associated with alcohol misuse and/or use of controlled substance that employee will be subject to unannounced follow-up alcohol and/or controlled substance testing. A minimum of six follow up tests must be performed within twelve months of the employee's return to Safety Related Function whether or not a substance abuse professional determines that the employee is in need of further assistance. Additional follow-up tests shall be performed as directed by a substance abuse professional.

#### ALCOHOL TESTING PROCEDURES

Alcohol testing will be performed by using evidential breath testing (EBT) devices approved by the NHTSA. The Test will be conducted by a Breath Alcohol Technician (BAT) at the collection site. At least two breath tests will be required to determine if a person has a prohibited alcohol concentration. If the first test result is less than .02, the test will be considered negative. If the test shows an alcohol concentration of .02 or greater, a second confirmation test must be conducted. If the confirmation test shows an increased concentration, then the process must be repeated. The final test result will determine what action, if any, needs to be taken.

In order to insure that an EBT is working properly, the BAT will run an air bank test which shows a reading of zero before a test is performed. A fifteen minute waiting period is required between the screening and confirmation test.

#### DRUG TESTING PROCEDURES

- 1) Drug testing will be performed by providing a urine sample (minimum of 60-75 ml.) at the collection site.
- 2) If an employee is unable to provide an adequate sample, the employee must remain at the collection site for a period of three hours. The employee will be required to consume a minimum of 40 fl. oz. of water during this period. If the employee is still unable to provide an adequate sample, the employee will be referred to a mutually

- agreed upon physician, to assess the employee's inability to provide an adequate sample.
- 3) Specimen collection procedures require security for the collection site, chain of custody documentation, use of authorized personnel, privacy during collection, integrity and identity of the specimen, and transportation to the laboratory. Only those sites certified by SAMHSA, and that have these procedures in place will be used.
- 4) All personnel subject to testing shall present their department identification upon appearing at the laboratory.
- 5) Once the urine specimen is collected, it will be forwarded to a SAMHSA certified laboratory. The accuracy of the test shall be drug specific. The initial test shall employ a methodology different from the second test. The initial screening shall consist of the EMIT (Enzyme Multiplied Immunoassay Technique). If this test is negative no further test will be required. If the result is positive, a second confirmation test will be conducted. The confirmation test is performed using a Gas Chromatology/Mass Spectrometry (GC/MS) technique. A MRO will review and interpret positive test results.
- 6) The testing facility will be continuously bound to make provisions to properly preserve, store and secure a split urine sample of the original urine specimen, to be reserved and made available for the purpose of an independent confirmation. The employee, using the laboratory of his/her discretion, will authorize this independent confirmation provided such laboratory is SAMHSA certified. Any employee requesting testing of the split sample must make the request to the MRO within 72 hours of being notified of the results. The laboratory will make available to the employee, for his/her inspection, all records of the primary and secondary confirmation testing done by the lab on the urine sample provided by the employee. There are no cut off levels for testing of the split sample.
- 7) Only confirmed positive results are reported positive. The Office of Labor Relations shall be notified immediately following a positive test result.
- 8) The laboratory must continue the uninterrupted chain-of-custody procedure from receipt of the specimen and maintain internal chain of custody procedures that establish fundamental accountability and reliability of testing from a legal viewpoint. The chain of custody procedure must be stringent and confidential in all phases of the process:
  - Handling of the specimen
  - Testing the specimen
  - Storing of the specimen
  - · Reporting of the test results

9) The City shall assure that the existing laboratory will be subject to appropriate external auditing procedures to evaluate quality assurance, evaluation of testing procedures and overall performance.

The following table reflects the cut off levels that will indicate a positive on a drugscreening test.

DRUGS	INITIAL TEST LEVELS (NG/ML)	CONFIRMATION TEST LEVELS (NG/ML)
Marijuana	50	15
Cocaine	300	150
Opiates	2000	
Morphine		2000
Codeine		2000
Phencyclidine (PCP)	25	25
Amphetamines	1000	500
Methamphetamine		500

#### CONSEQUENCES OF A POSITIVE CONTROLLED SUBSTANCE TEST

Any employee who has tested positive for the use of controlled substances or alcohol in violation of this policy will immediately be removed from the performance of any Safety Related Function. This includes but is not limited to any activity or the use of any equipment that may involve a safety risk to the employee, his fellow employees or the general public at large.

Disciplinary action will be taken against an employee for the confirmed use of drugs and/or the misuse of alcohol. That employee will immediately be suspended for a period of ten (10) days without pay. In some circumstances more severe disciplinary action, including termination, will be applied, depending on the seriousness of the conduct and/or the employee's record.

In the case of a probationary employee, that employee shall be terminated for such confirmed use.

In the case of a temporary, part-time, or seasonal employee, that employee shall be terminated for such confirmed use.

A positive pre-employment test will disqualify a prospective employee from consideration for employment.

As a condition of continued employment, the employee will be mandated to successfully complete a detoxification/rehabilitation program as recommended by and under the

supervision of the City's Employee Assistance Program. Any breach of the employee's after care treatment will lead to the dismissal of the employee.

A positive result on return to duty or follow up tests will lead to the dismissal of the employee.

A second violation of the City's Drug and Alcohol Policy will lead to the dismissal of the employee. It is the Policy of the City of Bridgeport to encourage the rehabilitation of its employees with drug or alcohol problems. Therefore, the City will allow a one-time opportunity, for any employee not terminated, to rehabilitate himself through the City's EAP program. This is a one time only opportunity. Note: Any employee who is found to be in violation of this policy by any other means (i.e. direct observation, arrest, or criminal conviction) will be subject to the above discipline up to and including termination.

#### CONSEQUENCES OF VOLUNTARY DISCLOSURES

The City believes that successful rehabilitation depends on an employee's willingness to rehabilitate himself/herself and the admission to oneself that he/she has a problem. Therefore, the City will encourage voluntary disclosure and offer assistance to any employee who seeks help on a voluntary basis. On a one time only basis, any employee who voluntarily seeks assistance will not be disciplined for the use of controlled substances or the misuse of alcohol and will be afforded the opportunity to utilize his/her accrued sick time to achieve his goal of rehabilitation. Each employee is entitled to only one voluntary disclosure.

An employee who voluntarily discloses his drug and/or alcohol problem will be subject to the same return to duty requirements as an employee who tests positive including return to duty and follow up testing; however, this employee will not be subject to immediate termination for a failure of such return to duty or follow up test unless it is his second disciplinary offense.

A disclosure will be considered voluntary only if made:

- 1) Prior to any accident or incident which could lead to a drug and/or alcohol test.
- 2) Prior to the employee being ordered for drug and/or alcohol test.
- 3) Prior to any employee becoming aware of an impending test.

A voluntary disclosure must be made to the appropriate department head in writing.

<u>Note:</u> An employee who voluntarily discloses his drug or alcohol use will not be subject to discipline only for the use of controlled substances or the misuse of drugs. He

<sup>&</sup>lt;sup>1</sup> The disciplinary action outlined herein represents the City's position with respect to just cause. It is recognized that a union may contest such discipline and whether just cause exists through the grievance and arbitration process.

may however be subject to discipline for any underlying offenses (e.g. tardiness) or for any pending disciplinary action.

#### CONSEQUENCES OF REFUSAL TO SUBMIT

Any employee who is required to submit to a drug or alcohol test as required by this policy and refuses to submit to such test will be subject to immediate termination.

#### REINSTATEMENT OF EMPLOYEE

Any employee who tests positive for alcohol and/or controlled substances, refuses a required test, or who voluntarily discloses a drug and/or alcohol problem and who is not terminated from employment will not be allowed to perform any Safety Related Functions until he has been evaluated by a substance abuse professional, completed all recommended treatment, and taken a return-to-duty drug test with a verified negative result.

#### EMPLOYEE ASSISTANCE PROGRAM

Any employee who needs to seek help with a drug or alcohol problem may contact the City of Bridgeport Employee Assistance Program.

The EAP is available to all City employees and will provide counseling and referral services to any employee who seeks treatment.

The EAP services are provided by the City at no charge. Additional counseling is available with a minimal co-pay charge as referred by the EAP. Any required treatment that is not covered by the City's EAP program or insurance shall be borne by the employee.

EAP enrollment and counseling is confidential.

Note: The enrollment in an EAP program is not considered a voluntary disclosure. The employee must notify his supervisor in writing to be considered to have voluntarily disclosed.

#### EMPLOYEE EDUCATION

Covered Employees will be provided with information on the symptoms and effects of Drug and Alcohol use.

#### SUPERVISOR TRAINING

Department Heads and supervisors of Covered Employees will receive training on alcohol awareness and drug awareness.

The purpose of supervisory training is to provide supervisors with the knowledge to recognize the symptoms of drug and alcohol use and/or abuse and to familiarize them with the procedures and roles of the persons involved in this Drug and Alcohol Policy.

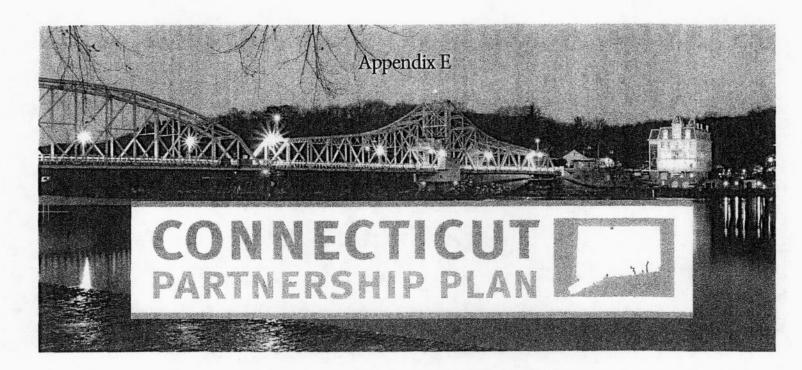
#### COMPENSATION OF EMPLOYEE

Each employee shall be compensated at his regular hourly rate for all testing pursuant to this policy, whether during regular working hours or on call back, except in the case of return to duty or follow up testing in which case the employee will not be compensated.

#### CONTACT PERSON

The City's Office of Labor Relations will be available to answer any questions regarding this policy.

# APPENDIX E MEDICAL BENEFITS



A Great Opportunity for Yang Valuable Healthcure Coverage

Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

The CT Partnership Plan is the same POS plan currently **offer**ed to State of Connecticut employees.

You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150\*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with Anthem Blue Cross and Blue Shield (Anthem)—the plan's administrator—to charge lower rates for their services. You have access to Anthem's State Bluecare POS network in Connecticut, and access to doctors and hospitals across the country through the BlueCard® program.

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit www.anthem.com/statect to find out if your doctor, hospital or other medical provider is in Anthem's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.

\*Source: Healthcare Bluebook:

www.osc.ct.gov/ciponina



# POS MEDICAL BENEFIT SUMMARY

SIEMETH FEATURE	(N-NETWORK	OUT-OF-NETWORK			
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges			
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350  Family: \$350 per member (\$1,400 maximum)  Waived for HEP-compliant members	Individual: \$300 Family: \$900			
Coinsurance (the percentage of a covered expense you pay after you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges			
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)			
Primary Care Office Visits	\$15 COPAY (\$0 copay for Preferred Providers)	20% of allowable UCR* charges			
Specialist Office Visits	\$15 CODAY (So copay for Preferred Providers)	20% of allowable UCR* charges			
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges			
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges			
Chiropractic Care	\$o copay	20% of allowable UCR* charges			
Diagnostic Labs and X-Rays¹  ** High Cost Testing (MRI, CAT, etc.)	\$0 copay (your destar will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)			
Durable Medical Equipment	\$0 (your doster may need to get prior authorization)	20% of allowable UCR* charges (75) may need to get prior authorization)			

<sup>1</sup> IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility. Outside your carrier's immediate service area: no co-pay.

1 OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance.
Outside of carrier's immediate service area: deductible plus 20% coinsurance.

condinued as next page)



### POS MEDICAL BENEFIT SUMMARY

BENEFIT FEATURE	INHNETWORK	OUTF-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity)		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient Hospital Care	\$0	20% of allowable UCR* charges
**Inpatient Hospital Stay	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
**Inpatient	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$0	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition
Foot Orthotics	\$0 (year nactor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$o	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

<sup>\*</sup>Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

<sup>\*\*</sup> Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from Anthem. If you use out-of-network providers, you are responsible for obtaining prior authorization from Anthem.

# Be the picture of health

Check out these programs and services to be your healthy best

Pland a doctor? Choose a State of Cormactical preferred doctor and save

When you see a Primary Care Physician (PCP) or specialist in your State of Connecticut preferred network (also referred to as Tier 1 in your health plan), there's no office visit copay. These doctors cost less than doctors outside of your plan.

- Visit autiliero dum/sociect and choose Alicia Goalor.
- Call the Enhanced Member Service Use at 1-800-922-2282.
   for more information or to find out if your doctor is in Tier 1.

May Site-of-Service providers to get r00% soverage in Teb texts, M-rays, and high-mat imaging

Site-of-Service (SOS) providers give you 100% coverage with a \$0 copay. Your plan will cover only 80% of the cost when you get these services from other providers.

 Call the Enhanced Maraber Service Unit at 1-300-922-2232 to leave more.

First support in the challes it issues

If you or a family member needs mental health or substance use care or treatment, we have specialists and designated programs that can help and/or direct you to the type of care that you need.

- Cad an Anchero Behavioral Health Cars michager or 1998-505-0580.
- Visit un bres substitutableau.

Lieu a chostor, pavishologijst or Viensplat Arvin nume or vior i with MacHaelth Online

With LiveHealth Online you can see a board-certified doctor on your smartphone, tablet or computer with a webcam. Doctors can assess your health, provide treatment options and send a prescription to the pharmacy of your choice, if needed.<sup>2</sup> If you're feeling stressed, worried or having a tough time, you can see a licensed psychologist or therapist through LiveHealth Online Psychology. It's private and in most cases you can see a therapist within 4 days or less.<sup>3</sup>

Lyaro more and arroll at fluebazionor insucoso or use the fission of each.





How to find care right away when it's not an emergency

The emergency room shouldn't be your first stop — unless it's a true emergency (then, call 911 or go to the ER). Depending on the situation, there are different types of providers you can see if your doctor isn't available.

- Visit a walk-in doctor's office, retail health clinic or urgent care center.
- Have a video visit with a doctor rindugh LiveHealth Online.
- Coll 24/7 Miniselane at 1-800-711-50-17 to speak with a nurse about symptoms or get help finding the right care.

Tel acreus to care witerever you go

If you travel out of Connecticut, but are in the U.S., you have access to doctors and hospitals across the country with the BlueCard® program. If you travel out of the U.S., you have access to providers in nearly 200 countries with the Blue Cross and Blue Shield Global Core® program.

 Call 1-800-810-BLUE (2583) to learn more about both programs. If you're ontside the U.S., call collect at 1-304-573-1775

It's easy to manage your benefits online and on the go

- Find a ductor, theck your claims and compare costs for care many you acan than courfata lest
- What our first mobile app (heapth Khanem Blue Cross and Blue Shield" at the App Store! or Google PlayTM) for benefit information and to show your ID card, get directions to a doctor or argent care center and much more.

Chatainer service helps you general ers and musicus a

The State of Connecticut Enhanced Member Service Unit can give you information on benefits, wellness programs and services and everything mentioned in this flier.

- Call them at +800-522 2232
- Visit suttram, comvisedant.
- 1 Designated as Tier I in our Find a Doctor tool. Eligible specialties include allergy and immunology, cardiology, endocrinology, ear nose and throat (ENT), gastroenterology, OB/GVN, ophthalmology, orthopedic surgery rheumatology and urology
- 2 Prescription availability is defined by physician Judgment and state regulations.
- 3 Appointments subject to availability of therapist.
- 4 Blue Cross Blue Shield Association website: Coverage Home and Away (accessed March 2019):
- bcbs.com/already-a-member/coverage-home-and-away.html
- LiveHealth Online is the trade name of Health Management Corporation, a separate company, providing telehealth services on
- of Anthem Blue Cross and Blue Shield. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc.
- licensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies. Inc. 59142CTMENABS Rev. 03/19

### APPENDIX F PRESCRIPTION DRUG BENEFITS





### PRESCRIPTION DRUGS

PRESCRIPTION DRUGS	Maintenance (31-10-910-day supply)	Non-Maintenance	HEP Chronic Conditions
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,20	o Family	

- + Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.
- ++ Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

Preferred and Nan-Preferred Broad-Plants Grugs

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at

Whyw.osc.ct.gov/coantner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

If You Should a Brand Name When a Generic is evaluable

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It is not enough for your doctor to note "dispense as written" on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandetory yo-day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mailorder pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at www.asc.ci.gov).



The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

Next th Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2022 HEP Requirements:

PREVENTIVE	A(c)=						
SCREENINGS	9 - 45	6-17	128 - 2.4	25-29	3(0-3(9	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 5 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	N/A	1 screening between age 45-49	As recommended by physician
Cervical Cancer Screening	N/A	N/A	Pap smear every 3 years (21+)	Pap smear every 3 years	Pap smear only every 3 years or Pap and HPV combo screen- ing every 5 years	Pap smear only every 3 years or Pap and HPV combo screen- ing every 5 years	Pap smear only every 3 years or Paj and HPV combo screening every 5 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	40-44: N/A 45+: Colonoscopy FIT/FOBT to age 7 screening every 3	



The Health Enhancement Program features on easy-to-use weasite to keep you up to date on your requirements.



Additional Regularments for Those Whit Certain Conditions

If you or any enrolled family member has a) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure. A) hyperlipidemia (high cholesteroi), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

If You Do Not Comply with the requirements of HEP

diya sarka zentulad dependent batomas tir n-tompilant in HRA your prattions will be Dadd per monte higher and you will have an enough Style per Individual (St., 200 per family) in-network medical deduction

Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit when the program to:

- · View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- · Access a library of health information and articles
- Set and track personal health goals
- Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

Care Management Solutions

(877) 687-1448 Monday - Thursday, 8:00 a.m. - 6:00 p.m. Friday, 8:00 a.m. - 5:00 p.m.

www.cthep.com

Office of the State Comptroller, Healthcare Policy & Benefit Services Division

www.osc.ct.gov/ctpartner 860-702-3560

Anthem Blue Cross and Blue Shield

www.anthem.com/statect

Enhanced Dedicated Member Services: 1-800-922-2232

Caremark (Prescription drug benefits)

www.caremark.com

1-800-318-2572

CIGNA (Dental and Vision Rider benefits)

www.cigna.com/stateofct 1-800-244-6224

Featil Echancement Program (HER) Tare Management Salutions

(an affiliate of ConnectiCare)

www.cthep.com

For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

#### APPENDIX G DENTAL BENEFITS

#### Appendix G

# Cigna Dental Benefit Summary Bridgeport, City & Board of Education City Employees Only Plan Renewal Date: 07/01/2022



Administered by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations. Your DPPO plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.

	Cigna De	ental PPO			
Network Options	In-Network: Non-Network: Total Cigna DPPO Network See Non-Network Reimbursemen				
Reimbursement Levels	Based on Contracted Fees		Maximum Reimbursable Charge		
Calendar Year Benefits Maximum Applies to: Class I, II & III expenses	\$1,	000	\$1,	000	
Calendar Year Deductible Individual Family	\$25 \$75 \$75				
Benefit Highlights	Plan Pays	You Pay	Plan Pays	You Pay	
Class I: Diagnostic & Preventive Oral Evaluations Prophylaxis: routine cleanings X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Space Maintainers: non-orthodontic Emergency Care to Relieve Pain	100% No Deductible	No Charge	100% No Deductible	No Charge	
Class II: Basic Restorative Restorative: fillings Endodontics: minor and major Periodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: bridges, crowns and inlays Repairs: dentures Denture Relines, Rebases and Adjustments	80% After Deductible	20% After Deductible	80% After Deductible	20% After Deductible	
Class III: Major Restorative Inlays and Onlays Prosthesis Over Implant Crowns: prefabricated stainless steel / resin Crowns: permanent cast and porcelain Bridges and Dentures	50% After Deductible	50% After Deductible	50% After Deductible	50% After Deductible	
Benefit Plan Provisions:					
In-Network Reimbursement		y a Cigna Dental PPO net see Schedule or Discount S	work dentist, Cigna Denta Schedule.	al will reimburse the	
Non-Network Reimbursement	Maximum Reimbursabl	e Charge. The MRC is ca	Cigna Dental will reimbur leulated at the 90th percent entist may balance bill up	ntile of all provider	
Cross Accumulation		frequency limitations are	cific maximums cross acc based on the date of servi		
Calendar Year Benefits Maximum	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.				
Calendar Year Deductible	applicable. Benefit-spec	cific deductibles may also			
Carryover Provision	Dental Expenses incurr months of the calendar	ed and applied toward the year will be applied towa	Individual or Family Dec rd the next year's Deducti	ductible during the last 3 ble.	

Pretreatment Review	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.
Alternate Benefit Provision	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.
Oral Health Integration Program*	The Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with certain medical conditions. There is no additional charge to participate in the program. Those who qualify can receive reimbursement of their coinsurance for eligible dental services. Eligible customers can also receive guidance on behavioral issues related to oral health. Reimbursements under this program are not subject to the annual deductible, but will be applied to the plan annual maximum.  For more information on how to enroll in this program and a complete list of terms and eligible conditions, go to <a href="https://www.mwcigna.com">www.mwcigna.com</a> or call customer service 24/7 at 1-800-Cigna24.
Timely Filing	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
Benefit Limitations:	
Missing Tooth Limitation	For teeth missing prior to coverage with Cigna, the amount payable is 50% of the amount otherwise payable until covered for 24 months; thereafter, considered a Class III expense.
Oral Evaluations/Exams	2 per calendar year.
X-rays (routine)	Bitewings: 2 per calendar year.
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months.
Cleanings	2 per calendar year, including periodontal maintenance procedures following active therapy.
Fluoride Application	1 per calendar year for children under age 19.
Sealants (per tooth)	Limited to posterior tooth. I treatment per tooth every 36 months for children under age 14.
Space Maintainers	Limited to non-orthodontic treatment for children under age 19.
Inlays, Crowns, Bridges, Dentures and Partials	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once.
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation.
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.

#### Benefit Exclusions:

Covered Expenses will not include, and no payment will be made for the following:

- · Procedures and services not included in the list of covered dental expenses;
- · Diagnostic: cone beam imaging;
- · Preventive Services: instruction for plaque control, oral hygiene and diet;
- Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars;
- Periodontics: bite registrations; splinting;
- · Prosthodontic: precision or semi-precision attachments;
- · Implants: implants or implant related services;
- · Orthodontics: orthodontic treatment;
- Procedures, appliances or restorations, except full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of dysfunction of the temporomandibular joint (TMJ), stabilize periodontally involved teeth or restore occlusion;
- Athletic mouth guards;
- · Services performed primarily for cosmetic reasons;
- Personalization or decoration of any dental device or dental work;
- · Replacement of an appliance per benefit guidelines;
- · Services that are deemed to be medical in nature;
- · Services and supplies received from a hospital;
- · Drugs: prescription drugs;
- · Charges in excess of the Maximum Reimbursable Charge.

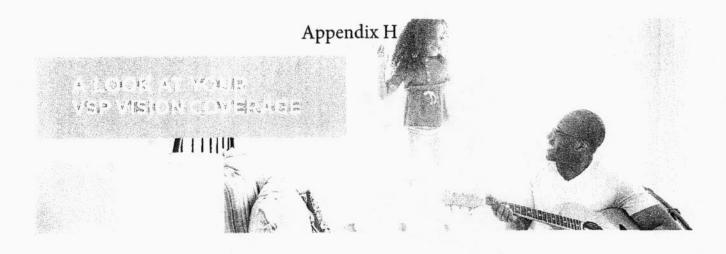
This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

Product availability may vary by location and plan type and is subject to change. All group dental insurance policies and dental benefit plans contain exclusions and limitations. For costs and details of coverage, review your plan documents or contact a Cigna representative.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company (CHLIC), Connecticut General Life Insurance Company, and Cigna Dental Health, Inc.

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#### APPENDIX H VISION BENEFITS





Enroll in VSP® Vision Care to get personalized care from a VSP network doctor at low out-of-pocket costs.

Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras for additional savings.

With an average of five VSP network doctors within six miles of you, it's easy to find a nearby in-network doctor. Plus, maximize your coverage with bonus offers and additional savings that are exclusive to Premier Program locations.

\*PROGRAM

**Like shopping online?** Go to **eyeconic.com** and use your vision benefits to shop over 50 brands of contacts, eyeglasses, and sunglasses.

You'll get great care from a VSP network doctor, including a WellVision Exam®—a comprehensive exam designed to detect eye and health conditions.

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NINE WEST

Create an account on **vsp.com** to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.

#### YOUR VSP VISION BENEFITS SUMMARY

CITY OF BRIDGEPORT and VSP provide you with an affordable vision plan.

PROVIDER NETWORK:

**VSP Signature** 



01/01/2020



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
	Major epublikast: (Spits : Mak Altoviati ide		
WELLVISION EXAM	<ul> <li>Focuses on your eyes and overall wellness</li> </ul>	\$20	Every 12 months
PRESCRIPTION GLASSE	es	\$30	See frame and lenses
FRAME	<ul> <li>\$105 allowance for a wide selection of frames</li> <li>\$125 allowance for featured frame brands</li> <li>20% savings on the amount over your allowance</li> <li>\$60 Costco* frame allowance</li> </ul>	Included in Prescription Glasses	Every 24 months
LENSES	<ul> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Impact-resistant lenses for dependent children</li> </ul>	Included in Prescription Glasses	Every 12 months
LENS ENHANCEMENTS	<ul> <li>Standard progressive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 35-40% on other lens enhancements</li> </ul>	\$50 \$80 - \$90 \$120 - \$160	Every 12 months
CONTACTS (INSTEAD OF GLASSES)	<ul> <li>\$105 allowance for contacts and contact lens exam (fitting and evaluation)</li> <li>15% savings on a contact lens exam (fitting and evaluation)</li> </ul>	\$0	Every 12 months
DIABETIC EYECARE PLUS PROGRAM <sup>5H</sup>	<ul> <li>Retinal screening for members with diabetes</li> <li>Additional exams and services for members with diabetic eye disease, glaucoma, or age-related macular degeneration.</li> <li>Limitations and coordination with your medical coverage may apply. Ask your VSP doctor details.</li> </ul>	\$0 \$20 per exam	As needed
EXTRA SAVINGS	Glasses and Sunglasses  Extra \$20 to spend on featured frame brands. Go to vsp.com/of  30% savings on additional glasses and sunglasses, including lens on the same day as your WellVision Exam. Or get 20% from any WellVision Exam.  Routine Retinal Screening  No more than a \$39 copay on routine retinal screening as an en Laser Vision Correction  Average 15% off the regular price or 5% off the promotional price facilities  After surgery, use your frame allowance (if eligible) for sunglasses	s enhancements, fr VSP provider with hancement to a Witce; discounts only	hin 12 months of your last /ellVision Exam available from contracted

#### YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.

Coverage with a retail chain may be different or not apply. Log in to vsp.com to check your benefits for eligibility and to confirm in-network locations based on your plan type. VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

<sup>\*</sup>Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change, Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

#### APPENDIX I COOPER STANDARDS

### Appendix - Cooper Standards

#### I. SPECIFICATIONS AND STANDARDS FOR FITNESS TESTING (COOPER TEST)

The POSTC Fitness Test is a scientifically valid test, consisting of four separate test components, conducted during a one to two hour window of time.

**Test 1. The One Minute Sit Up Test.** This is a measure of the muscular endurance of the abdominal muscles and core area. Sit ups are done with bent legs and hands alongside the ears. The score is the number of correctly performed sit ups in one minute.

**Test 2. The 300 Meter Run.** This is a measure of the anaerobic power and sprinting ability. The test is conducted on a suitable running surface/track. The score is measured in the number of seconds necessary to complete the 300 meter distance.

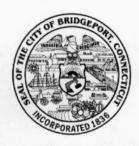
Test 3. The One Minute Pushup Test. This is a measure of absolute strength of the muscles of the upper body. Pushups start in the up position (flat back and arms fully extended). The candidate lowers their body to approximately four inches from the ground without touching/bending their knees. Without touching knees the candidate then fully extends arms into the up position. The score is the number of correctly performed pushups in one minute.

**Test 4. The 1.5 Mile Run**. This is a measure of the cardiovascular capability of the runner. The test is conducted on a suitable oval running track. The score is the minutes and seconds necessary to complete the 1.5 mile distance.

Minimum Scores for Employment as a Police Officer using the 40th percentile of the Cooper Standards.

	ONE MINUTE	SECONDS	ONE MINUTE	
MALE	SIT UPS	300 MTR SPRINT	PUSH UPS	RUN
20-29	38	59	29	12:38
30-39	35	59	24	12:58
40-49	29	72	18	13:50
50-59	24	83	13	15:06
FEMALE				
20-29	32	71	15	14:50
30-39	25	79	11	15:43
40-49	20	94	9	16:31
50-59	14	NA	7	18:18

04/16



## OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I	CITY COUNCIL SUBM	ISSION INFORMATION
Log ID/Item Number:	69-22	
Submitted by Councilmember(s):	Alfredo Castillo	
Co-Sponsors(s):	Choose an item.	
District:	136TH	
Subject:	Proposed Resolution for the donation of a Connecticut sourced Energy Stora Battery to the City of Bridgeport at no cost from CT Innovations/Cader Innovations, Inc.	
Referred to:	<b>Contracts Committee</b>	
City Council Date:	May 15, 2023 (Off The Flo	oor)
SECTION II RE	SOLUTION (PLEASE TYPE	E BELOW

#### **Draft RESOLUTION**

WHEREAS, CT Innovations / Cadenza Innovations, Inc. of Danbury, CT ("Cadenza" and "Donor"), an energy storage systems and solutions innovator, proposes to donate to the City of Bridgeport ("City" and "Bridgeport"), at no cost to the City, a Connecticut sourced energy storage battery ("donation").

**WHEREAS,** this product is one which Bridgeport Labs has introduced to the community through its MESA Labs (energy security) program.

WHEREAS, this energy storage battery hardware and cloud management services technology will substantively benefit the City by providing: (1) power-back up, (2) affordable energy rates, (3) energy (cloud) management, (4) local technical support, and/or (5) carbon emissions reduction.

WHEREAS, this energy storage initiative will demonstrate to the City of Bridgeport, the State of Connecticut and other Connecticut municipalities these community benefits that are scalable for installation statewide at various sites, and have application for government, commercial / industrial and residential users.

WHEREAS, Bridgeport is both the State's most populous municipality and an economically disadvantaged urban area, this donation evidences a concern for facilitating addressing and managing the energy challenges of underserved communities.

**WHEREAS**, this project will provide the City with energy efficiency and cost savings, as the Cadenza battery to be donated (with its cloud application) will enable the City to optimize expenditures by peak-shaving, reducing peak load and capturing energy arbitrage (*aka* night storage for daytime usage) while taking advantage of evening utility rates.



# OFFICE OF THE CITY CLERK RESOLUTION FORM

WHEREAS, Dr. Christina Lampe-Onnerud, CEO of Cadenza will serve as point of contact with the City for purposes of its receipt and acceptance of the donation, as she is in contact with CT Innovations and the State of Connecticut, both of which entities are supportive of, and promote, battery energy storage as a community solution for energy challenges faced by the City and its underserved population.

**NOW THEREFORE BE IT RESOLVED,** that the City of Bridgeport, acting by and through its Mayor, is hereby authorized and empowered to accept receipt of a Cadenza Innovations, Inc. energy storage battery to be donated by Cadenza at no cost to the City.

**BE IT FURTHER RESOLVED,** that by Mayor Ganim, in consultation with the Director of Public Facilities and other appropriate City officials and staff, will determine site selection for this project installation.

**BE IT FURTHER RESOLVED,** that Mayor Ganim and/or his designee(s) may execute such documentation as is reasonable for the implementation of the City's acceptance of this donated property.



# OFFICE OF THE CITY CLERK RESOLUTION FORM

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		□ Yes □ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		□ Yes □ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
Choose an item.		☐ Yes ☐ No	
SECTION IV	PUBLIC HEARING	INFORMATION	
Public Hearing Required	Details	Date	
☐ Yes ☐ No	Public Hearing Ordered on:		
	CT Post Publication Date(s):		
	Public Hearing Held on:		
SECTION V	AMENDMENTS/E	XHIBITS	AND SECTION
Choose an item.	□Yes □ No	Date:	
SECTION VI	COMMITTEE ACTION/APP	ROVAL INFORMATION	ON MARKET MARKET
Choose an item.	□Yes □ No	Date:	
Choose an item.	□Yes □ No	Date:	
Choose an item.	□Yes □ No	Date:	
SECTION VII	WITHDRAWN/SINE	DIE INFORMATION	<b>英語教育教育教育</b>
Choose an item.	□Yes □ No	Date	
SECTION VIII	DATE OF APPROV	AL/DENIAL FROM CI	TY COUNCIL
City Council Approval Da	nte:		
SECTION IX	COMMENTS	(if any)	

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