

AGENDA

CITY COUNCIL MEETING

MONDAY, APRIL 20, 2020

7:00 P.M.

THIS MEETING WILL BE CONDUCTED BY TELECONFERENCE

THE PUBLIC MAY LISTEN INTO THIS MEETING BY CALLING THE FOLLOWING CONFERENCE LINE
AND THEN ENTERING THE CONFERENCE CODE:

DIAL IN NUMBER: (929) 436 2866
MEETING ID: 381 083 245

***DUE TO THE PUBLIC HEALTH EMERGENCY, PUBLIC SPEAKING WILL BE BY WRITTEN
TESTIMONY ONLY***

***PLEASE SUBMIT WRITTEN TESTIMONY TO PUBLICTESTIMONY@BRIDGEPORTCT.GOV BY
6:30 P.M. ON MONDAY APRIL, 20TH.***

Prayer

Pledge of Allegiance

Roll Call

- 70-19** Public Hearing re: Proposed Resolution Making Certain Findings required to Reauthorize the Connecticut City and Town Development Act.
- 71-19** Public Hearing re: Proposed Resolution Authorizing Renewal of Connecticut City and Town Development Act.
- 74-19** Public Hearing re: Proposed Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement – 306 Canfield Avenue).
- 75-19** Public Hearing re: Proposed Resolution Authorizing a Tax Incentive Development Agreement – 306 Canfield Avenue & Adjacent Properties.
- 77-19** Public Hearing re: Proposed Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement) – Congress Plaza.
- 78-19** Public Hearing re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for the Congress Plaza Commons Redevelopment Project.
- 79-19** Public Hearing re: Proposed Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement – Civic Block).
- 80-19** Public Hearing re: Proposed Resolution Authorizing a Tax Incentive Development Agreement –Civic Block Redevelopment Project.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: April 6, 2020

ITEMS FOR IMMEDIATE CONSIDERATION:

- 88-19** Communication from OPED re: re: Proposed Resolution regarding Substantial Amendment to the 2019-2020 Program Year 45 Annual Action Plan: Emergency Solutions Grant (ESG) and Housing Opportunities for People Living with Aids (HOPWA), **FOR IMMEDIATE CONSIDERATION.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 82-19** Communication from Fire Department re: Proposed Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Robert Whitbread having or soon to attain the age of sixty-five years or more to remain employed by the City for another year, referred to Contracts Committee.
- 83-19** Communication from Mayor re: Appointment of Andrea Garcia to the Board of Assessment Appeals, referred to Miscellaneous Matters Committee.
- 86-19** Communication from Finance re: Proposed Professional Services Agreement with Blum Shapiro & Company for Fiscal Years 2020-2022 re: Auditing Services and Financial Statement Preparation, referred to Contracts Committee.
- 87-19** Communication from City Attorney re: Nomination of Lisa Morrissey for Appointment to the City's Health Director Position, referred to Contracts Committee.
- 89-19** Communication from Central Grants re: Grant Submission: U.S. Department of Justice Office of Community Oriented Policing Services 2020 COPS Hiring Program (#21200), referred to Public Safety and Transportation Committee.

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

- 84-19** Resolution presented by Council Member Pereira re: Proposed resolution that an ordinance be drafted requiring the Zoning Department to forward all Zoning & Zoning Board of Appeals Applications to City Council Members, referred to Ordinance Committee.
- 85-19** Resolution presented by Council Member Pereira re: Proposed resolution that an ordinance be drafted regarding Bonding and Long Term Debt, referred to Ordinance Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *53-19** Contracts Committee Report re: Assignment of Tax Liens for Fiscal Year 2020.
- *54-19** Contracts Committee Report re: Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Kevin Higgins having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.
- *55-19** Contracts Committee Report re: Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Terence O'Connell having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.
- *58-19** Contracts Committee Report re: Professional Services Agreement with NV5-Connecticut, LLC for the creation of a Complete Streets Guide.
- *81-19** Budget and Appropriations Committee Report re: Resolution regarding Council Action on Governor Lamont's Executive Order 7S relating to Collection of Property Taxes.
- *79 -19** Joint Committee on Contracts and Economic and Community Development and Environment Report re: Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement – Civic Block).

MATTERS TO BE ACTED UPON:

- 12-19** Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, Chapter 2.06 – Common Council, amend to add New Section 2.06.070 – Office of Legislative Services, **DENIED**.
- 70-19** Ordinance Committee Report re: Resolution Making Certain Findings required to Reauthorize the Connecticut City and Town Development Act, **DENIED**.
- 71-19** Ordinance Committee Report re: Resolution Authorizing Renewal of Connecticut City and Town Development Act.
- 74 -19** Joint Committee on Contracts and Economic and Community Development and Environment Report re: Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement – 306 Canfield Avenue).
- 75-19** Joint Committee on Contracts and Economic and Community Development and Environment Report re: Resolution Authorizing a Tax Incentive Development Agreement – 306 Canfield Avenue & Adjacent Properties.
- 76-19** Joint Committee on Contracts and Economic and Community Development and Environment Report re: First Amendment to the Facility Development and Operating Agreement dated as of December 2017 with Harbor Yard Amphitheater, LLC.

MATTERS TO BE ACTED UPON CONTINUED:

- 77-19** Joint Committee on Contracts and Economic and Community Development and Environment Report re: Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement) – Congress Plaza.
- 78-19** Joint Committee on Contracts and Economic and Community Development and Environment Report re: Resolution Authorizing a Tax Incentive Development Agreement for the Congress Plaza Commons Redevelopment Project.
- 80-19** Joint Committee on Contracts and Economic and Community Development and Environment Report re: Resolution Authorizing a Tax Incentive Development Agreement –Civic Block Redevelopment Project.

UNFINISHED BUSINESS:

- 59-19** Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, Title 2 – Administration and Personnel, amend to add New Chapter 2.125 – Trust Act Enforcement.

(All Items listed on the Agenda can be found on the City Clerk's website within 24 hours of meeting: City Council Agendas/Minutes; City Council; 2019-2020; Full/Minutes/Size; 2020-04-20.pdf)

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING
APRIL 20, 2020**

This meeting was conducted by teleconference.

***Due to the public health emergency, public speaking will be
by written testimony only***

***Please submit written testimony to
PublicTestimony@bridgeportct.gov
by 6:30 p.m. on Monday, April 20, 2020

The following testimony was received by the City for inclusion in the City's Public Speaking portion of the April 20, 2020 Council Meeting. The items are included in no particular order.

Public Testimony

Bridgeport City Council Public Hearing

April 20, 2020

Re: Harbor Yard Amphitheatre and Request for \$4.5 Million dollars

I would like to first and foremost thank the city council and all our elected officials who work tirelessly for a better Bridgeport. My name is Kelvin Ayala. I am a downtown Bridgeport resident of 333 State Street, Apt. 702. I am also a business owner downtown and have been involved with many strategic planning initiatives to help our city prosper including chair of the Downtown Merchants Association. My professional capacity is that of an economic development advisor for PC Flex Consultants and I have worked on urban planning and development projects all over the North East with a concentration in real estate development and urban policy.

I am speaking today against approving any new terms to the December 2017 amended contract between the City of Bridgeport and Harbor Yard Amphitheatre LLC. The original operating agreement was a very generous deal and the city acted in good faith on accepting the \$15 Million Dollar projected costs to convert the ballpark to its newly proposed use. The city agreed to provide a \$7.5 Million-dollar tenant improvement contribution through our capital fund and the operator agreed to the contract knowing that 100% of costs above \$15,000,000 was the responsibility of Harbor Yard Amphitheatre LLC.

Let me make the following points.

- This project was approved in 2017 and is moving forward. Asking for municipal help for an additional \$4,500,000 because of potential cost overruns is just that, an ask, and our answer should be NO. Going over budget is not a municipal problem.
- The typical Amphitheatre in the Northeast costs between \$30M and \$35M to build from scratch. Whatever the final construction costs, Harbor Yard Amphitheatre LLC. Will be the beneficiary of a significantly discounted facility "AS IS".

- The Amphitheatre Project is NOT in danger. We should not feel obligated to make any additional capital contributions. The operator must due his due diligence and like all project developers can adjust the project, make concessions, and make the necessary decisions to lead this project to positive cash flow. Maybe the that means an increase in tickets prices by \$3.00. Maybe a bottle of water will cost \$1.00 more. Maybe chicken fingers/fries will cost an additional \$1.00. The point, they will figure it out and they are contractually obligated to do so.
- Should Harbor Yard Amphitheatre LLC. want to abandon the project, there will be a line of developer / operators waiting to take over the project and take over the sweetheart deal "AS IS"
- HYA would be in breach of contract if they did decide to walk away. They have a fiduciary responsibility to the tax payors of Bridgeport once they accepted the initial \$7,500,000.
- The construction Budget Issued to OPED during this request shows a Total Development Cost of \$17, 125,000. This is approximately \$7 Million dollars LESS than they claimed to be over budget.
- The thought that this operator would have entered into an agreement with the City of Bridgeport without performing due diligence is absurd. If his architectural and engineering team missed something, shame on them. He can restructure fees on services to absorb some loss.
- The largest expense is the tensile roof listed at \$6,000,000. Howard Saffan has publicly stated that he has spent \$15, 000,000 of his own money on top of the \$7, 500,000 city tax payers allocated. As of April 18th, 2020 I believe that he has completely overstated his commitment since the tinselled structured roof has NOT been installed yet. I can not believe that \$6,000,000 has been paid in advance for a roof yet to be completed.
- Based on the facts, Bishop Development, owned and operated by Howard Saffan has not sought best pricing. One example is seeking lighting and importing it from France. I also would like to highlight that he has not been in contact with the city's MBE office and has not done his due diligence to higher local companies to work on the project which was one of the reasons to champion this project. To date, there is no evidence of any local job creation.
- This project is 2 years behind schedule and that was before the knowledge of Covid-19 and the current economic and social conditions.
- It sets a horrible PRECEDENCE. There are Investor/Developers in the city who have taken on \$10 Million dollar plus projects in this city, contribute to the growth of our tax base, and they are watching us debate weather or not to give a NON-Taxpayer a total of \$13 Million dollars to fund his dream. The benefits of the 40 – 50 events have been overstated. The claim that it will bring an extra \$50 Million dollars annually to the city does not add up. That kind of funding can pay for mix used development projects with sorely needed affordable housing in distressed communities in this city. It will not be a wise decision to bond any additional tax dollars.

In summary, I ask this body to Vote NO. I encourage Harbor Yard Amphitheatre LLC. to simply revisit its pro-forma and apply some due diligence and make decisions that work for them. I am looking forward to the completion of the project and will ensure being in attendance to support the many wonderful events we expect to see at the venue. This project has been approved already and has jumped through many hurdles to get this state. Risks are part of business and development and I understand the thought of trying to come back and amend the agreement. That strategy is just not in the best interest of the city. This new deal provides zero external benefits and does nothing to grow our grand list. Please **Vote No** on the amended agreement before you.

Thank you for reading and listening,

Protection for Bridgeport Immigrants and Families Bridgeport City Ordinance

This Ordinance is a step forward in creating a Bridgeport where all residents feel welcomed and valued

- With this Ordinance, Bridgeport will be closer to becoming the City we all want it to be, a City where all residents are safe to live in dignity and with respect, where all residents have the resources they need to thrive, a city where all its residents are valued and welcomed.
- Passing this ordinance sends a powerful message, now more than ever. On the Federal level, we've seen more policing and enforcement of the immigrant community, while simultaneously, anti-immigrant sentiment has been rising. But with this Ordinance, the City of Bridgeport is standing up against hate and sending a message that all are welcomed in Bridgeport.
- As Bridgeport City Council member Marcus Brown stated when he introduced this Ordinance, "As our country continues to see higherend extremism and anti-immigrant at the national level, we have the opportunity - and really, the duty - to protect and support our immigrant neighbors here in Bridgeport. I'm putting forward this ordinance here today because we must ensure that everyone, regardless of citizenship, has equal due process before the law. I also want to ensure that victims of crimes who are immigrants feel empowered to cooperate with law enforcement."

This Ordinance meets the needs of the immigrant community and was developed hand in hand with the immigrant community

- For years, Make The Road members have been talking with community members to understand their fears and needs,, meeting with City Council members and city officials, and mobilizing the community in order to make this Ordinance as a reality.
- Below we are sharing the story of 4 Make The Road members and why they need this ordinance to become a reality.

This Ordinance builds upon current state law and previous city efforts, but it's still a step forward that needs to happen

- In May 2017, Bridgeport passed a non binding "Welcoming City Resolution", stating that Bridgeport welcomed all residents.
- In Oct 2019, Mayor Gamin signed an Executive Order, which ordered all employees to comply with the TRUST Act, stated that no city office or employee can require or request information about immigration status unless required by law, and required that the Bridgeport Police Department provide training to its officers on the new TRUST Act.
- However, neither the 2017 Resolution or the 2019 Executive Order are not laws. They were nonbinding agreements that could have been undone by the next mayor or the current mayor at any time. They also did not meet all the needs of the immigrant community.
- This Ordinance, if passed, will be law and cannot be undone with the stroke of a pen. It is permanent - **and that is why we need it to pass.**

- This ordinance turns our previous demands into City Law, and it goes further by meeting our demands of language access in city services and by ensuring that the Bridgeport Police Dept is committed to helping victims of crime seek help.

This Ordinance does not violate federal law

- This ordinance reinforces the state TRUST Act (version 1.0 was passed in 2013 and version 2.0 passed in 2018). Both have already been checked for compliance with federal law and regulation prior to passing the CT State Legislature.
- Further, federal courts have ruled that agencies that honor ICE detainer requests without a valid judicial warrant are violating peoples' constitutional rights. So this ordinance, by ensuring that ICE requests are not honored without a valid warrant, will protect local resident's constitutional rights.

My name is Nidia Marín.

I am from Honduras. I have lived in the United States for 18 years, with my husband and my three wonderful children. I joined Make the Road CT because I want to learn more about my rights and how I can protect my family. I like many undocumented families, I chose Bridgeport as my home because I was looking for a better place where I and my family felt safe, protected and loved. I am writing to you because I want you to pass the "Protection for Bridgeport Families and Immigrants" ordinance. This ordinance, by affirming that Bridgeport Police would comply with the TRUST Act and train its members on the TRUST Act, would allow my family and so many others to feel safe and to live without being afraid. This ordinance, which would also ask the city take reasonable steps to provide city services in Bridgeport's most common languages, would also have the effect to create a city where I feel I can speak my language without discrimination, where I have access to an interpreter and where I don't have to feel afraid that city employees will stop me and question my status.

This ordinance enforces the TRUST ACT law, which is a state law passed in 2013 and made stronger in 2018 that limits communication between local police and federal ICE agents. This ask is nothing new, the Mayor signed an Executive Order requiring this in Oct 2019. We are not only demanding that for the future safety of our community members, this becomes law. An executive order can be overturned by the next mayor, city law cannot.

And that's why I support The Ordinance called Protection for Families and Immigrants in Bridgeport. I ask you to support it too.

Nidia Marin



[This is part of a photograph that was included with Ms. Marin's comments.]

Nely Mendoza



My name is Nely Mendoza, I am part of the fight back committee at Make The Road CT. I am from Honduras and I have lived in Bridgeport for 13 years. I am a mother of 4 children. I am asking you to support the "protection for bridgeport families & immigrants" ordinance.

I am a survivor of domestic violence, and like many I did not report or leave my aggressor the first time, nor the second time, nor the third time. It was only then that I got the courage

to act and report my aggressor. I did not come forward for the same reasons that many others in my situation don't come forward or report crimes. I was afraid of what my lack of status would mean if I reported a crime - could I be deported by going to the police? I was afraid of the language barriers that I could encounter if I chose to report. I was afraid of the discrimination I would face by the police due to my native language, my appearance, and my immigration status.

Since the new Trump administration, my concerns and the Trauma I face everyday have only increased. As an undocumented mother, I have been so afraid of what may happen to our family, that I have had to talk to my children to make a security plan about what to do if their parent doesn't come to pick them up at school after the day is over because we were arrested by ICE. There are no sufficient words that I can use to explain to my kids and ask them to remain strong if I do not come to pick them up at school, and that a family friend will watch them. These concerns have been very stressful for my children. So much so, that my daughter began having anxiety and panic attacks and we had to take her to the hospital. They have been very traumatized by what they see in the community - with our immigrant community being arrested in the street and taken to ICE, and families destroyed and separated by ICE.

We do not feel safe. That is why passing this ordinance would be so meaningful to me and my family. It would allow us to finally feel safe in the city that we call home.

This ordinance is important to me because it asks the police to support survivors of any crime like me, including domestic violence and to help them apply for U visas. It's important to me because it says that the city needs to have access to language support for its community. This would allow our community to not be afraid to ask for help and report crimes, like I was. It will make our community safer.

I ask you to support this ordinance so that our bridgeport community feel safe regardless of their migratory status

Rocio Peña



My Name is Rocio Peña I am from Dominican Republic and I live in Bridgeport with my family and friends. I arrived in this country 3 years ago, Since then I have been humiliated, discriminated against, and trampled on my rights. ICE agents have made me wear an ankle bracelet on my foot for 2 years and I am still fighting my case, this is inhuman. They want to destroy us morally and physically for being latinx. But the only thing we seek is to have a better quality of life for our family.

I write to you because I know what it feels like to live with discrimination, and fear that at some point ICE can separate me from my Family and deport me.

I know what it is to be discriminated against or that your rights are not respected as a woman, more since this new administration of President Trump began.

I believe that we all deserve to be treated with respect and dignity like any human beings. We call this city our home, but now we don't feel safe. There is so much Fear and intimidation of ICE officers.

I, like all immigrant families, deserve to be treated with respect and equality in our Bridgeport community. Which is why I am asking you to vote in support of the "Protection for Bridgeport Families and Immigrants" Ordinance. So that all immigrant families and people feel safe where we live.

Veronica Ubaldo



My name is Veronica Ubaldo and I am from Mexico. I am part of the fight committee of Make The Road CT. We are a group of people who fight to create power in immigrant, black and vulnerable families, and to protect our families and our rights.

I have been living here for 30 years with my 4 daughters and granddaughter. Like many families, we are survivors of the cruelty of ICE. This cruelty happens in cities around Bridgeport every day. I know firsthand how a family can be destroyed when local law enforcement believes it is their job to turn people over to Immigration. After dutifully serving 2 years of probation for leaving the scene of

an accident, on his last meeting with his probation officer, my husband walked in to find that ICE was waiting for him. The local justice system had invited ICE to come take away my husband. He walked into his appointment and we never saw him again. He was whisked away from us and within 2 weeks he was transferred to 5 different immigration centers and deported to Mexico. Sadly after his deportation, he was killed in Mexico.

And I was left to pick up the pieces when my perfect family suddenly come crumbling down. I am now a single mother to my 4 daughters, trying to balance being a full time mom with a full time employee.

This is why the TRUST Act needs to be implemented correctly and all local law enforcement need to be trained on it. My husband's parole officer allowed ICE into their meeting, resulting in his arrest and deportation. But it didn't have to be this way. If federal law enforcement was separate from local law enforcement, this would not have happened.

My husband did everything the system asked of him, he complied with his probation, and it was still not enough. Permanent family separation should not be a punishment for making a mistake.

When the TRUST act is not complied with, the police, probation officers and marshals deliver to our members of the community directly to ICE.

Although the Mayor has signed an executive order that lays out the same requirements of the ordinance, the executive order is not a law. The executive order can be overturned by this mayor or the next mayor. That is why we need this ordinance to pass. So we can feel safe, so city employees will not be able to ask about our status, so the police will not be able to retain a person for ICE without an order signed by the judge. Further, this ordinance does not violate federal law, it in fact reinforces state law.

This ordinance would be a relief for all our bridgeport community where. We would feel loved and respected and most of all heard by our representatives of the council and mayor. I support this ordinance and ask you to also support this ordinance protection for the Bridgeport family and migrants, so that they do not continue discriminating and destroying more families.



**Public Hearing 4/20/2020
Public Testimony submitted by Gemeem Davis, Bridgeport Generation Now**

We are asking our City Council Representatives to VOTE, NO on approving additional funds to Harbor Yard Amphitheater developer, Mr. Saffron.

Bridgeport's economic future is uncertain. We are in the middle of a global pandemic that has affected over 1,000 families in Bridgeport. Everyone - from Governors to Mayors, to City Councilors - are being forced to re-evaluate budgets, revenue projections, borrowing, and spending.

Budget deliberations have just begun and the Mayor has only allocated 2 million additional dollars to fund our schools. All of our children still don't have computers, part time city employees have been laid off or furloughed, we've poured additional resources into our police department as officers move to one man cars. Doctors, nurses, police, fire and grocery store employees and all other essential workers are on the front lines risking their lives to take care of us.

It is appalling that at such an unprecedented time that anyone, especially an "experienced" developer would ask us, Bridgeport taxpayers to give him an additional 4.5 million dollars on top of the 7.5 we already gave him. And for what, because he has unforeseen costs. Well guess what, our people have unforeseen costs.

So let's call this what it is, a money grab by Mr. Saffan. A man who sees no problem taking advantage of this health crisis and Bridgeport's limited resources for his own personal gain. This is not an economic development project, or about jobs for Black and Brown people. This is greed.

The City Council must vote no on this additional funding.

True public service leadership looks like making tough, hard decisions that are in the *best interest of Bridgeport residents*. Mr. Saffan is a private business owner and has access to federal dollars to help him during this crisis. He should take that help. **VOTE NO! IT'S THE RIGHT THING TO DO.**

Thank you,
Gemeem Davis, Bridgeport Generation Now
1115 Main Street, Bridgeport, CT 06604

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, APRIL 20, 2020

7:00 P.M.

The meeting was conducted by teleconference.

Mayor Ganim called the meeting to order at 7:05 p. m.

PRAYER

Mayor Ganim asked Council Member Suliman to give an opening prayer.

PLEDGE OF ALLEGIANCE

Council Member Roman-Christy led 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: Denese Taylor-Moye, Jorge Cruz
132nd District: Marcus Brown, M. Evette Brantley
133rd District: Michael DeFilippo, Jeanette Herron
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Rosalina Roman-Christy, Mary McBride-Lee
136th District: Alfredo Castillo, Avelino Silva
137th District: Maria Valle, Aidee Nieves
138th District: Maria Pereira, Samia Suliman
139th District: Eneida Martinez, Ernest Newton

A quorum was present.

70-19 Public Hearing re: Proposed Resolution Making Certain Findings required to Reauthorize the Connecticut City and Town Development Act.

Mayor Ganim stated that this item had been properly noticed. He opened the public hearing on Agenda Item 70-19 Public Hearing re: Proposed Resolution Making Certain Findings required to Reauthorize the Connecticut City and Town Development Act at 7:10 p.m.

Council Member Pereira said that she would like to make a motion. Mayor Ganim reminded her that this was a public hearing.

Council Member Pereira said that she wished to speak about all of the items at one time so that she did not have to keep raising her hand. Mayor Ganim said that she could make her remarks regarding Agenda Item 70-19.

Council Member Pereira said that currently the Connecticut City and Town Development Act has expired. She said that when they adopt the Act, it was important to understand once it is adopted, that Section B addresses the following

(b) Each resolution adopted pursuant to subsection (a) of this section shall be submitted to the electors of the municipality for their approval. Within fourteen days after the adoption of such resolution a copy of such resolution shall be published in a newspaper having a general circulation within the municipality in which such resolution was adopted together with a notice of the time that a referendum shall be held on the question of approval of such resolution.

[Chapter 114 - Connecticut City and Town Development Act Section 7-485 - Required municipal findings and determination. Mandatory referendum. CT Gen Stat § 7-485 (2015)]

She stated that there were residents that were struggling to keep their homes and said that if this is adopted, this should be allowed to go to referendum.

Mayor Ganim asked if anyone else wished to speak on the item. Mayor Ganim said that he was not able to see any additional raised hands.

Council Member Pereira said that there was someone who wished to speak. Mr. Gaudett said that Ms. Helen Losak was trying to speak.

Council Member Pereira said that she would be making a motion to suspend the rules to speak on the Amphitheater.

Mayor Ganim said that he did not see her hand up and would allow people to submit written testimony. Council Member Pereira objected. Mr. Gaudett said that he had just received a text informing him that Ms. Losak's phone had died. Council Member Pereira objected.

Mayor Ganim asked if there was anyone else who wished to address the Council on this matter.

Hearing none, Mayor Ganim closed the public hearing on Agenda Item 70-19 Public Hearing re: Proposed Resolution Making Certain Findings required to Reauthorize the Connecticut City and Town Development Act at 7:15 p.m.

71-19 Public Hearing re: Proposed Resolution Authorizing Renewal of Connecticut City and Town Development Act.

Mayor Ganim opened the hearing at 7:15 p.m. Council Member Pereira said that Ms. Losak was texting her that her hand was up. Council Member Pereira said that she did not understand why she was not being recognized.

Mayor Ganim closed the public hearing on Agenda Item 71-19 Public Hearing re: Proposed Resolution Authorizing Renewal of Connecticut City and Town Development Act at 7:16 p.m.

74-19 Public Hearing re: Proposed Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement – 306 Canfield Avenue).

Mayor Ganim opened the hearing at 7:16 p.m. He said that he could see Ms. Losak's raised hand and invited her to speak on the issues. There was no response.

Mayor Ganim asked if there was anyone else who wished to address the Council on this matter.

Hearing none, Mayor Ganim closed the public hearing on Agenda Item 74-19 Public Hearing re: Proposed Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement – 306 Canfield Avenue) at 7:19 p.m.

75-19 Public Hearing re: Proposed Resolution Authorizing a Tax Incentive Development Agreement – 306 Canfield Avenue & Adjacent Properties.

Mayor Ganim opened the hearing at 7:19 p.m. Mr. Gaudett suggested that one of the problems might be that Ms. Losak did not have audio capabilities on her computer.

Mr. Ganim said that Ms. Losak could submit written testimony if she wished to do so.

Mayor Ganim asked if there was anyone else who wished to address the Council on this matter. Hearing none, Mayor Ganim closed the public hearing on Agenda Item 75-19 Public Hearing re: Proposed Resolution Authorizing a Tax Incentive Development Agreement – 306 Canfield Avenue & Adjacent Properties at 7:20 p.m.

77-19 Public Hearing re: Proposed Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement) – Congress Plaza.

Mayor Ganim opened the public hearing at 7:20 p.m. He asked if there was anyone who wished to address the Council on this matter.

Hearing none, Mayor Ganim closed the public hearing on Agenda Item 77-19 Public Hearing re: Proposed Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement) – Congress Plaza at 7:21 p.m.

78-19 Public Hearing re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for the Congress Plaza Commons Redevelopment Project.

Mayor Ganim opened the public hearing at 7:21 p.m. He asked if there was anyone who wished to address the Council on this matter.

Hearing none, Mayor Ganim closed the public hearing on Agenda Item 78-19 Public Hearing re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for the Congress Plaza Commons Redevelopment Project at 7:22 p.m.

79-19 Public Hearing re: Proposed Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement – Civic Block).

Mayor Ganim opened the public hearing at 7:22 p.m. Council Member Pereira said that she was with Ms. Losak of Bradley Street and that she was using Council Member Pereira's phone.

Ms. Losak stated that she was a long time Bridgeport resident, a property owner and a taxpayer. She said that she was opposed to any abatements for developers because the residents could not afford this. The City needs to be wise with the money because of the COVID-19 pandemic.

Mayor Ganim said that Ms. Losak's comments should be applied to any item involving developer abatements.

Mayor Ganim asked if there was anyone else who wished to address the Council on the item.

Mayor Ganim closed the public hearing on Agenda Item 79-19 Public Hearing re: Proposed Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement – Civic Block) at 7:24 p.m.

80-19 Public Hearing re: Proposed Resolution Authorizing a Tax Incentive Development Agreement –Civic Block Redevelopment Project.

Mayor Ganim opened the public hearing at 7:24 p.m. He asked if there was anyone who wished to address the Council on this matter.

Hearing none, Mayor Ganim closed the public hearing on Agenda Item 80-19 Public Hearing re: Proposed Resolution Authorizing a Tax Incentive Development Agreement –Civic Block Redevelopment Project at 7:25 p.m.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: April 6, 2020

**** COUNCIL MEMBER HERRON MOVED THE CITY COUNCIL MINUTES OF APRIL 6, 2020.**

**** COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**

**** THE MOTION TO APPROVE THE CITY COUNCIL MINUTES: APRIL 6, 2020 AS SUBMITTED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

**** COUNCIL MEMBER MARTINEZ MOVED TO CONSOLIDATE THE FOLLOWING ITEMS TO BE REFERRED TO COMMITTEES:**

82-19 COMMUNICATION FROM FIRE DEPARTMENT RE: PROPOSED REQUEST BY THE FIRE CHIEF PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT ROBERT WHITBREAD HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR, REFERRED TO CONTRACTS COMMITTEE.

83-19 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF ANDREA GARCIA TO THE BOARD OF ASSESSMENT APPEALS, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

86-19 COMMUNICATION FROM FINANCE RE: PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH BLUM SHAPIRO & COMPANY FOR FISCAL YEARS 2020-2022 RE: AUDITING SERVICES AND FINANCIAL STATEMENT PREPARATION, REFERRED TO CONTRACTS COMMITTEE.

87-19 COMMUNICATION FROM CITY ATTORNEY RE: NOMINATION OF LISA MORRISSEY FOR APPOINTMENT TO THE CITY'S HEALTH DIRECTOR POSITION, REFERRED TO CONTRACTS COMMITTEE.

89-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: U.S. DEPARTMENT OF JUSTICE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES 2020 COPS HIRING PROGRAM (#21200), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

84-19 RESOLUTION PRESENTED BY COUNCIL MEMBER PEREIRA RE: PROPOSED RESOLUTION THAT AN ORDINANCE BE DRAFTED REQUIRING THE ZONING DEPARTMENT TO FORWARD ALL ZONING & ZONING BOARD OF APPEALS APPLICATIONS TO CITY COUNCIL MEMBERS, REFERRED TO ORDINANCE COMMITTEE.

85-19 RESOLUTION PRESENTED BY COUNCIL MEMBER PEREIRA RE: PROPOSED RESOLUTION THAT AN ORDINANCE BE DRAFTED REGARDING BONDING AND LONG-TERM DEBT, REFERRED TO ORDINANCE COMMITTEE.

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***53-19 Contracts Committee Report re: Assignment of Tax Liens for Fiscal Year 2020.**

***54-19 Contracts Committee Report re: Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Kevin Higgins having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.**

***55-19 Contracts Committee Report re: Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Terence O'Connell having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.**

***58-19 Contracts Committee Report re: Professional Services Agreement with NV5-Connecticut, LLC for the creation of a Complete Streets Guide.**

***81-19 Budget and Appropriations Committee Report re: Resolution regarding Council Action on Governor Lamont's Executive Order 7S relating to Collection of Property Taxes.**

***79 -19 Joint Committee on Contracts and Economic and Community Development and Environment Report re: Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement – Civic Block).**

Mayor Ganim asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member Vizzo-Paniccia requested Agenda Items 55-19, 54-19, and 77-19 be removed from the Consent Calendar. Another Council Member requested that 79-19 also be removed.

The City Clerk then read the remaining items into the record.

**** COUNCIL MEMBER BRANTLEY MOVED THE FOLLOWING ITEMS AS THE CONSENT CALENDAR:**

***53-19 CONTRACTS COMMITTEE REPORT RE: ASSIGNMENT OF TAX LIENS FOR FISCAL YEAR 2020.**

***58-19 CONTRACTS COMMITTEE REPORT RE: PROFESSIONAL SERVICES AGREEMENT WITH NV5-CONNECTICUT, LLC FOR THE CREATION OF A COMPLETE STREETS GUIDE.**

***81-19 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: RESOLUTION REGARDING COUNCIL ACTION ON GOVERNOR LAMONT'S EXECUTIVE ORDER 7S RELATING TO COLLECTION OF PROPERTY TAXES.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION TO APPROVE THE CONSENT CALENDAR PASSED UNANIMOUSLY.**

54-19 Contracts Committee Report re: Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Kevin Higgins having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.

**** COUNCIL MEMBER NEWTON MOVED AGENDA ITEM 54-19.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Vizzo-Paniccia said that as with similar previous items, she was opposing this without prejudice due to the age involved.

Council Member Valle said that she would be voting no on this item.

Council Member Lyons said that she would be voting no on this item.

Council Member Roman-Christy said that she would be voting no on this item.

Council Member Pereira said that under the Connecticut General Statutes, the City has the right to turn this down, but Chief Thode had said that there was a memo in the contract that did not the Council to turn this down.

Council Member Newton said that this had been in the Firefighter's Union contract and he was informed that the Council was told they should approve it, so they did not appear to be discriminating against the older firefighters. He said that the place to discuss this would be in the Contracts Committee.

**** THE MOTION TO APPROVE AGENDA ITEM 54-19 CONTRACTS COMMITTEE REPORT RE: REQUEST BY THE FIRE CHIEF PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT KEVIN HIGGINS HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, MCBRIDE-LEE, CASTILLO, SILVA, NIEVES, PEREIRA, SULIMAN, NEWTON AND MARTINEZ) AND FOUR (4) OPPOSED (LYONS, ROMAN-CHRISTY, VALLE AND VIZZO-PANICCIA).**

55-19 Contracts Committee Report re: Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Terence O'Connell having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.

**** COUNCIL MEMBER NEWTON MOVED TO APPROVE AGENDA ITEM 55-19 CONTRACTS COMMITTEE REPORT RE: REQUEST BY THE FIRE CHIEF PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT TERENCE O'CONNELL HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Vizzo-Paniccia said that in previous items, she was opposing this without prejudice due to the age involved.

**** THE MOTION TO APPROVE AGENDA ITEM 55-19 CONTRACTS COMMITTEE REPORT RE: REQUEST BY THE FIRE CHIEF PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT TERENCE O'CONNELL HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, MCBRIDE-LEE, CASTILLO, SILVA, NIEVES, PEREIRA, SULIMAN, NEWTON AND MARTINEZ) AND FOUR (4) OPPOSED (LYONS, ROMAN-CHRISTY, VALLE AND VIZZO-PANICCIA).**

79 -19 Joint Committee on Contracts and Economic and Community Development and Environment Report re: Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement – Civic Block).

**** COUNCIL MEMBER CASTILLO MOVED TO APPROVE AGENDA ITEM 79-19 JOINT COMMITTEE ON CONTRACTS AND ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT REPORT RE: RESOLUTION MAKING FINDINGS PER CONNECTICUT CITY AND TOWN DEVELOPMENT ACT (PRECURSOR TO CONSIDERATION OF TAX INCENTIVE DEVELOPMENT AGREEMENT – CIVIC BLOCK).**

**** COUNCIL MEMBER PEREIRA SECONDED.**

Council Member Pereira said that if anyone deserved to have housing, it was the East End, However, she was opposed to the act because it talks about “all housing” She said that originally there had been dozens of housing units in the plan, but now there were none. Bridgeport needs safe, clean, affordable housing for low income residents and residents with disabilities.

Council Member Newton clarified the plans for the City Block. He said that there was a housing component. They wanted to have housing on top of the commercial businesses. OPED said that it would take too long and instead some old abandoned housing on the East End would be replaced for seniors [inaudible] affordable housing, senior housing and co-ops along Stratford Avenue.

Council Member Brantley said that she would like to echo what Council Member Newton said and they have been patiently waiting for this project. They would be remiss if housing was not included in this item. There were some hold ups on Newfield and she requested her fellow Council Members to support this.

**** THE MOTION TO APPROVE AGENDA ITEM AGENDA ITEM 79 -19 JOINT COMMITTEE ON CONTRACTS AND ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT REPORT RE: RESOLUTION MAKING FINDINGS PER CONNECTICUT CITY AND TOWN DEVELOPMENT ACT (PRECURSOR TO CONSIDERATION OF TAX INCENTIVE DEVELOPMENT AGREEMENT – CIVIC BLOCK) PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, LYONS, MCBRIDE-LEE, VALLE, CASTILLO, ROMAN-CHRISTY, SILVA, NIEVES, SULIMAN, NEWTON AND MARTINEZ) AND TWO (2) OPPOSED (PEREIRA AND VIZZO-PANICCIA).**

MATTERS TO BE ACTED UPON:

12-19 Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, Chapter 2.06 – Common Council, amend to add New Section 2.06.070 – Office of Legislative Services, DENIED.

**** COUNCIL PRESIDENT NIEVES MOVED TO REJECT THE COMMITTEE REPORT AND APPROVE AGENDA ITEM 12-19 ORDINANCE COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES,**

CHAPTER 2.06 – COMMON COUNCIL, AMEND TO ADD NEW SECTION 2.06.070 – OFFICE OF LEGISLATIVE SERVICES.

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Pereira said that she had concerns about this. Council Member Pereira asked if Council President Nieves read the item correctly.

Council President Nieves said that she had mis-read the item.

Council Member Pereira said that the item had failed in the Ordinance Committee on February 24th and placed back on the Agenda on March 30th. Council Member Pereira reported that Council Member Brown announced this was an error. It appears on the April 6th agenda and a public hearing was scheduled. Council Member Brown stated that the City Council President has the right to place any item that she wants on the agenda.

Council Member Pereira stressed that when the three items were approved in Committee on February 24th, they were presented to full City Council on April 6th, but the one item that failed was not included. There was a motion made to hold a Public Hearing despite the fact that the Ordinance Committee made no such decision.

Council Member Pereira said that she totally opposes this for several reasons. The City was adding positions while the Board of Education has had to reduce almost 300 positions and made 40 million dollars in cuts during the last five years. She stated that this administration and the City Council had only increased the BOE budget by 0.49%. This is not even 1%. Council Member Pereira said that she did not understand why they would be able to increase the City Staff by creating an entire Legislative Office when the Council has the City Clerk's Office. There is a part-time City Clerk, a full time Deputy City Clerk, along with two full time staff members and Mr. Boyer, who does nothing but serves the needs of the City Council. She stated she did not believe that the Council needed to create another entity.

Council Member Brown stated that she had asked Council Member Brown what the cost of the new position will be with the salary and the fringe benefits but had not received an answer. She said that the taxpayers did not want to see another layer of City bureaucracy in the City government. She stated that she would be opposing this.

Council Member Valle noted that it was in the preliminary stages and will be discussed in detail later on. When these conversations begin, if and when this happens, the leadership will identify five or seven individuals to interview the candidates.

Council Member Newton said that Bridgeport had always been behind. In a legislative group, Hartford and New Haven have a staff that deals directly with the Council Members. Bridgeport does not have that. It is time to organize and get the kind of staff that they need. It is time to move to the 21st Century.

**** THE MOTION MOVED TO REJECT THE COMMITTEE REPORT AND APPROVE AGENDA ITEM 12-19 ORDINANCE COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 2.06 – COMMON COUNCIL, AMEND TO ADD NEW SECTION 2.06.070 – OFFICE OF LEGISLATIVE SERVICES PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, VIZZO-PANICCIA, DEFILIPPO, LYONS,**

ROMAN-CHRISTY, MCBRIDE-LEE, CASTILLO, SILVA, VALLE, NIEVES, SULIMAN, NEWTON AND MARTINEZ) AND ONE (1) OPPOSED (PEREIRA).

70-19 Ordinance Committee Report re: Resolution Making Certain Findings required to Reauthorize the Connecticut City and Town Development Act, DENIED.

**** COUNCIL MEMBER BROWN MOVED TO REJECT THE COMMITTEE'S DECISION AND APPROVE AGENDA 70-19 ORDINANCE COMMITTEE REPORT RE: RESOLUTION MAKING CERTAIN FINDINGS REQUIRED TO REAUTHORIZE THE CONNECTICUT CITY AND TOWN DEVELOPMENT ACT.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira said that the Connecticut City and Town Development had expired and must be adopted every five years. She said that the City does not need more housing but needs affordable housing and housing for those with physical disabilities along with veterans. None of that is addressed in this item. She stated that Section B states that the Council can take this to a referendum of voters so the voters can decide if they want all this development in the community. She said that the voters had decided that the Council Members were brilliant when they cast their votes for them in November and hope that the voters would continue to think their representatives were brilliant in a referendum when the property owners are paying 100% of their tax bills while the developers are getting a tax break while making a profits.

**** THE MOTION PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, VIZZO-PANICCIA, DEFILIPPO, LYONS, ROMAN-CHRISTY, MCBRIDE-LEE, CASTILLO, SILVA, VALLE, NIEVES, SULIMAN, NEWTON AND MARTINEZ) AND ONE (1) OPPOSED (PEREIRA).**

71-19 Ordinance Committee Report re: Resolution Authorizing Renewal of Connecticut City and Town Development Act.

**** COUNCIL MEMBER BROWN MOVED TO APPROVE 71-19 ORDINANCE COMMITTEE REPORT RE: RESOLUTION AUTHORIZING RENEWAL OF CONNECTICUT CITY AND TOWN DEVELOPMENT ACT**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, VIZZO-PANICCIA, DEFILIPPO, LYONS, ROMAN-CHRISTY, MCBRIDE-LEE, CASTILLO, SILVA, VALLE, NIEVES, SULIMAN, NEWTON AND MARTINEZ) AND ONE (1) OPPOSED (PEREIRA).**

74 -19 Joint Committee on Contracts and Economic and Community Development and Environment Report re: Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement – 306 Canfield Avenue).

**** COUNCIL MEMBER BURNS MOVED AGENDA ITEM 74 -19 JOINT COMMITTEE ON CONTRACTS AND ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT REPORT RE: RESOLUTION MAKING FINDINGS PER CONNECTICUT CITY AND TOWN DEVELOPMENT ACT**

(PRECURSOR TO CONSIDERATION OF TAX INCENTIVE DEVELOPMENT AGREEMENT – 306 CANFIELD AVENUE).

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Burns said he had spoken on this matter before and felt it was an excellent project for Black Rock. This will replace the Showcase Theaters and fill up a vacant shell. He said that the Black Rock NRZ was supporting this and it would provide 300 residential units. He reviewed the tax revenue generated and said that it would increase the Grand list. This is a \$70 million dollar project.

Council Member Pereira said that the Connecticut City and Town Development Act speaks about the private development as referenced in Sec. 7-485. Required municipal findings and determination. Mandatory referendum where conditions of “conditions of blight and deterioration exist in the municipality; (3) private enterprise is not meeting such need for housing, employment, and the reduction of blight and deterioration.” and mentioned that this was prime real estate. She said that the developer will pay \$8 million in taxes over the period of 12 years, but the City will lose \$6 million in tax revenue over the same period. She went on to give the details and pointed out that the tenants would be able to use the public services such as police, fire, public parks and schools. Regardless of the mill rate or the real estate value, the developer will be protected from any increase for the length of the agreement.

Council Member Brantley asked Council Member Burns if Mr. Coleman had addressed the concern regarding if the residential building was not fully occupied, he would still be responsible for the full tax burden.

**** THE MOTION PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, VIZZO-PANICCIA, DEFILIPPO, LYONS, ROMAN-CHRISTY, MCBRIDE-LEE, CASTILLO, SILVA, VALLE, NIEVES, SULIMAN, NEWTON AND MARTINEZ) AND ONE (1) OPPOSED (PEREIRA).**

75-19 Joint Committee on Contracts and Economic and Community Development and Environment Report re: Resolution Authorizing a Tax Incentive Development Agreement – 306 Canfield Avenue & Adjacent Properties.

**** COUNCIL MEMBER NEWTON MOVED AGENDA ITEM 75-19 JOINT COMMITTEE ON CONTRACTS AND ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT REPORT RE: RESOLUTION AUTHORIZING A TAX INCENTIVE DEVELOPMENT AGREEMENT – 306 CANFIELD AVENUE & ADJACENT PROPERTIES.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, VIZZO-PANICCIA, DEFILIPPO, LYONS, ROMAN-CHRISTY, MCBRIDE-LEE, CASTILLO, SILVA, VALLE, NIEVES, SULIMAN, NEWTON AND MARTINEZ) AND ONE (1) OPPOSED (PEREIRA).**

76-19 Joint Committee on Contracts and Economic and Community Development and Environment Report re: First Amendment to the Facility Development and Operating Agreement dated as of December 2017 with Harbor Yard Amphitheater, LLC.

**** COUNCIL MEMBER BRANTLEY MOVED AGENDA ITEM 76-19 JOINT COMMITTEE ON CONTRACTS AND ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT REPORT RE: FIRST AMENDMENT TO THE FACILITY DEVELOPMENT AND OPERATING AGREEMENT DATED AS OF DECEMBER 2017 WITH HARBOR YARD AMPHITHEATER, LLC.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Cruz said that during the past week, this has been a hectic and hot topic. He said that he supports this project 100% because the South End and Downtown needs an infusion of business. He said that his NRZ was supporting this project to move it forward.

Council Member Pereira said that she wished to make a motion to have the public speak about this item.

**** COUNCIL MEMBER PEREIRA MOVED TO ALLOW THE PUBLIC TO BE HEAR ON AGENDA ITEM 76-19 JOINT COMMITTEE ON CONTRACTS AND ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT REPORT RE: FIRST AMENDMENT TO THE FACILITY DEVELOPMENT AND OPERATING AGREEMENT DATED AS OF DECEMBER 2017 WITH HARBOR YARD AMPHITHEATER, LLC.**

**** COUNCIL MEMBER MARTINEZ SECONDED.**

**** THE MOTION TO ALLOW THE PUBLIC TO BE HEAR ON AGENDA ITEM 76-19 JOINT COMMITTEE ON CONTRACTS AND ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT REPORT RE: FIRST AMENDMENT TO THE FACILITY DEVELOPMENT AND OPERATING AGREEMENT DATED AS OF DECEMBER 2017 WITH HARBOR YARD AMPHITHEATER, LLC FAILED TO PASS WITH EIGHT (8) IN FAVOR (BURNS, MCCARTHY, CRUZ, DEFILIPPO, LYONS, PEREIRA, MARTINEZ AND SULIMAN) AND TWELVE (12) OPPOSED (TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, CASTILLO, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE AND NEWTON)**

Council Member Pereira said that she wanted a roll call vote.

Council Member Pereira said that she had received a confidential memorandum from Terry O'Connor regarding the sale of suits that would not be part of the ticket sales.

Council Member Brantley said that was what takes place in arena and that they should compare what other boxes go for and these should not be discussed in a public forum.

Council Member Herron said that she was disappointed in what was being discussed in the last 38 to 48 hours. She said that when she gets information, she shares it with her members. The Co-chairs need to set an example and go back to the table to think about their behavior and how it reflects on the Council Members. The recent behavior has been appalling. She said that she was disappointed and disheartened. Yes, there is a pandemic and a crisis, but they still have to move the City forward. This is Bridgeport's future. Nationally they make money and provide revenue.

Council Member Taylor-Moye said that in the last few weeks regarding the Amphitheaters the discussion was quite heated. She said that people were not concerned with what was happening

with COVID-19 for the city residents. They need the jobs and need to keep the development going. People need to work. The Council can't keep saying no they don't want this or that developer, because the City will end up with nothing. She asked what the game plan was and what those who were opposed had to replace the Amphitheater. If the Council does not approve some of these projects, Bridgeport will always be on the losing end.

Council Member Newton said that he had seen something happen in the City that he had not seen in a long time. Character assassination was wrong. People have been looking to see where Mr. Saffan's cars were registered or where he lives. Council Member Newton said that word travels and developers will not want to develop anything in Bridgeport. Each Council Member has the right to vote against the project if they don't like it, but they don't have the right to attack people.

Council Member Lyons said that she did not have a problem with the project but did have a problem with the finances. She said that she had gotten a number of phone calls about this. Based on those calls, she's going to have to vote no because of her constituents. They are concerned about their taxes.

Council Member McCarthy said that they were representing the people and he was ashamed that they were not letting the people speak. He said that he was for the project but against allocating more money to this project. The developer has already invested \$15 million in the project and he would not be walking away from the project.

Council Member Vizzo-Paniccia said that when the contract was originally presented, she was against this because of the terms set. She said that the partners in original agreement had said that they would not need more money. Because of the financial issues, she would be voting no.

Council President Nieves said that she had been spending a lot of time fielding questions and correcting misinformation. Four years ago, the City had bonded for downtown projects. She said that she did not believe that the City had done their part on maintaining this facility and the lessee had not maintained the building. There were other poor decisions made. She pointed out that Mr. Saffan and Live Nation could not pack up the stadium and move it up Route 8. She said that the tribes were not going to bring a casino to Bridgeport. The building still belongs to the City. The \$4.5 million is just a reallocation of money that was already bonded four years ago. They have to invest in themselves to be better. Yes, it will cost, but this is needed.

Council Member Brown said that there were great points raised on both sides. After weighting both sides, he said that he felt he would be voting for it. He said that the City was already paying debt service on the money. The amphitheater will give a return on investment for the City. Ultimately this is a public/private partnership. One could re-allocate the money to sidewalks and streetscapes, but that won't generate revenue. At the end of the day, Mr. Saffan can't take the seats, the elevators and the stadium home with him. Those items will remain with the City.

**** THE MOTION TO APPROVE AGENDA ITEM 76-19 JOINT COMMITTEE ON CONTRACTS AND ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT REPORT RE: FIRST AMENDMENT TO THE FACILITY DEVELOPMENT AND OPERATING AGREEMENT DATED AS OF DECEMBER 2017 WITH HARBOR YARD AMPHITHEATER, LLC FAILED TO PASS WITH THIRTEEN (13) IN FAVOR (CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, MCBRIDE-LEE, CASTILLO, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES,**

VALLE, SULIMAN AND NEWTON) and SEVEN (7) OPPOSED (BURNS, MCCARTHY, DEFILIPPO, LYONS, VIZZO-PANICCIA, PEREIRA, AND MARTINEZ) .

77-19 Joint Committee on Contracts and Economic and Community Development and Environment Report re: Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement) – Congress Plaza.

**** COUNCIL MEMBER CRUZ MOVED AGENDA ITEM 77-19 JOINT COMMITTEE ON CONTRACTS AND ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT REPORT RE: RESOLUTION MAKING FINDINGS PER CONNECTICUT CITY AND TOWN DEVELOPMENT ACT (PRECURSOR TO CONSIDERATION OF TAX INCENTIVE DEVELOPMENT AGREEMENT) – CONGRESS PLAZA.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Pereira said that she had reviewed the agreement, it would be built downtown and it will have a total of 92 units that include single bedrooms, two bedrooms and three bedroom unites with 10 ADA accessible units. OPED estimates that the developer will pay only \$1 million in taxes over the 10-year duration of the PILOT. She said that city will lose \$1, 894,000 in tax revenue during that time. Again, her constituents will be footing the bill and her district includes the second largest taxpayer in all of Bridgeport. They don't get tax breaks but are still required to pay all of their bills. She said that she will be voting no on this issue.

Council Member Vizzo-Paniccia said that when it originally was presented, there was a discussion that there would be no additional funding from the City. Because the developer is now asking for additional funding, she would be voting no.

Council Member Lyons said that she agreed with Council Member Vizzo-Paniccia and noted that there were a number of empty stores downtown except for a few loyal developers. This is all based on tax abatements. When the tax abatements expire, the developers come back and ask for more.

**** THE MOTION TO APPROVE AGENDA ITEM 77-19 JOINT COMMITTEE ON CONTRACTS AND ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT REPORT RE: RESOLUTION MAKING FINDINGS PER CONNECTICUT CITY AND TOWN DEVELOPMENT ACT (PRECURSOR TO CONSIDERATION OF TAX INCENTIVE DEVELOPMENT AGREEMENT) – CONGRESS PLAZA PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, CRUZ, BROWN, BRANTLEY, HERRON, MCBRIDE-LEE, CASTILLO, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN AND NEWTON) AND THREE (3) OPPOSED (VIZZO-PANICCIA, PEREIRA AND LYONS).**

78-19 Joint Committee on Contracts and Economic and Community Development and Environment Report re: Resolution Authorizing a Tax Incentive Development Agreement for the Congress Plaza Commons Redevelopment Project.

**** COUNCIL MEMBER CRUZ MOVED AGENDA ITEM 78-19 JOINT COMMITTEE ON CONTRACTS AND ECONOMIC AND COMMUNITY DEVELOPMENT AND**

ENVIRONMENT REPORT RE: RESOLUTION AUTHORIZING A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR THE CONGRESS PLAZA COMMONS REDEVELOPMENT PROJECT

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEM 78-19 JOINT COMMITTEE ON CONTRACTS AND ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT REPORT RE: RESOLUTION AUTHORIZING A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR THE CONGRESS PLAZA COMMONS REDEVELOPMENT PROJECT PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, TAYLOR-MOYE, CRUZ, BROWN, BRANTLEY, HERRON, MCBRIDE-LEE, CASTILLO, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN AND NEWTON) AND THREE (3) OPPOSED (VIZZO-PANICCIA, PEREIRA AND LYONS).**

80-19 Joint Committee on Contracts and Economic and Community Development and Environment Report re: Resolution Authorizing a Tax Incentive Development Agreement –Civic Block Redevelopment Project.

**** COUNCIL MEMBER BRANTLEY MOVED TO APPROVE AGENDA ITEM 80-19 JOINT COMMITTEE ON CONTRACTS AND ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT REPORT RE: RESOLUTION AUTHORIZING A TAX INCENTIVE DEVELOPMENT AGREEMENT –CIVIC BLOCK REDEVELOPMENT PROJECT.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Pereira said that they had moved the agreement extensively. This will be on Stratford Avenue, the East End and there would not be any housing. The project will have 34,000 square feet and will include 16,000 square feet for a desperately needed grocery store, the potential of a pharmacy, a health facility and other items. This area of the City needs development. She then reviewed the details of the PILOT agreement which will run for 15 years with the first three years without any tax payments. She said that the 15-year term was too long and asked how many Bridgeport residents had lost their homes to the WPCA over that period. This is why she cannot support it.

**** THE MOTION TO APPROVE AGENDA ITEM 80-19 JOINT COMMITTEE ON CONTRACTS AND ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT REPORT RE: RESOLUTION AUTHORIZING A TAX INCENTIVE DEVELOPMENT AGREEMENT –CIVIC BLOCK REDEVELOPMENT PROJECT PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, LYONS, MCBRIDE-LEE, CASTILLO, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN AND NEWTON) AND TWO (2) OPPOSED (PEREIRA AND VIZZO-PANICCIA).**

Council Member Newton said that he had tried to articulate [inaudible] For people to say that the developer was trying to change the culture of the community, they need to come to the district to see the affordable housing, the senior community and the co-operative housing. People who don't live there don't know what is happening there.

UNFINISHED BUSINESS:

59-19 Ordinance Committee Report re: Amendment to the Municipal Code of Ordinances, Title 2 – Administration and Personnel, amend to add New Chapter 2.125 – Trust Act Enforcement.

**** COUNCIL MEMBER BROWN MOVED AGENDA ITEM 59-19 ORDINANCE COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, TITLE 2 – ADMINISTRATION AND PERSONNEL, AMEND TO ADD NEW CHAPTER 2.125 – TRUST ACT ENFORCEMENT.**

**** COUNCIL MEMBER MCBRIDE-LEE SECONDED.**

Council Member Lyons said that she had received a letter from the City Attorney which recommended that the Council should confer with the Police Chief Perez about this legislation. He cautioned them about the scope of federal grants that might be placed at risk with the Department of Justice JAG funding.

Council Member Lyons said that there had been a discussion in Washington, D.C. about issues in New Haven. She asked the Council to consider the impact of this on another Agenda Item that was being referred to Public Safety. It will also be important to consider what the City Attorney is recommending.

Council Member Lyons recommended that the Council table this item so they can be sure no one will be impacted on either side of this issue.

Council Member Pereira said that she was at the Committee meeting and Atty. Anastasi had given his view. She said that President Trump and his administration had threatened any municipality that did not cooperate with ICE by withholding federal funding. This has gone through several different courts and the Second Circuit Court, which is the area that Connecticut is located in, ruled that the Trump Administration could withhold Bridgeport Police funding if there is a lack of cooperation with ICE.

Council Member Pereira said that she supports the immigrant community but had asked Atty. Anastasi for clarification about whether there had been a request for a stay of the rule pending appeal. They are still waiting for an answer.

She also asked Atty. Anastasi if anyone had consulted with Chief Perez and his administration because this directly impacts the Bridgeport Police Department. It is important to know exactly how much funding could be at risk if the Trust Act is adopted.

Council Member Pereira said that this also requires documentation to be provided in the five top spoken languages in the City. The Board of Education is required to do this because it is a Federal requirement and the cost is enormous. The BOE has to hire an outside company and they charge per word.

Council Member Pereira said that she had asked all these questions in Committee and had been promised that they would have answers. But they don't have a single answer to a single question that was asked in Committee.

Council Member Cruz said that he wanted to say that he was sick and tired of the scare tactics for the immigrant population. They are here to have a decent life and aren't bothering anyone. From a sense of compassion, the Council needs to stand up and protect these people. These are

all minorities. Regardless of what the President says, the City needs to protect the people from the ICE bullies. It makes him sick to his stomach to hear this discussion about ICE coming in to harass these people.

Council Member Lyons said that she was the co-chair of Public Safety. She said that she was not talking about ICE, but the financial aspect. She made a motion and mentioned having it tabled. She reiterated that any application to the DOJ could be at risk. This could hurt the Police Department. Council Member Cruz said that it was discrimination.

**** COUNCIL MEMBER LYONS MOVED TO TABLE AGENDA ITEM 59-19 ORDINANCE COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, TITLE 2 – ADMINISTRATION AND PERSONNEL, AMEND TO ADD NEW CHAPTER 2.125 – TRUST ACT ENFORCEMENT.**

Council Member Pereira said that the motion should be to postpone this matter to the next Council meeting.

**** COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**

**** THE MOTION TO TABLE AGENDA ITEM 59-19 ORDINANCE COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, TITLE 2 – ADMINISTRATION AND PERSONNEL, AMEND TO ADD NEW CHAPTER 2.125 – TRUST ACT ENFORCEMENT FAILED TO PASS WITH FOUR (4) IN FAVOR (DEFILIPPO, LYONS, VIZZO-PANICCIA AND PEREIRA) AND SIXTEEN (16) OPPOSED (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SILVA, SULIMAN, MARTINEZ, AND NEWTON).**

Council Member Brantley said that the President had been making this threat since he was elected. She said that the State was moving forward with giving these individuals their drivers licenses and many of them are waiting for their citizenship to be processed.

Council Member McBride-Lee said that they have to respect the law. Her sister is in Africa and she has to return to the US to renew her citizenship. If something is not broken, it should not be fixed. If the individuals are legitimate, they can stay, but if not, they have to find a way to become legitimate.

Council Member Newton said that New Haven was a Sanctuary City and he had not heard that they lost any funding for their police. He said that they should vote on this to let people know they appreciate the immigrants being here.

Council Member Burns said that this was an enforcement of the State Trust Act and anything that they can do to mitigate ICE to keep families together is the right thing to do.

**** THE MOTION TO APPROVE AGENDA ITEM 59-19 ORDINANCE COMMITTEE REPORT RE: AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, TITLE 2 – ADMINISTRATION AND PERSONNEL, AMEND TO ADD NEW CHAPTER 2.125 – TRUST ACT ENFORCEMENT PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SILVA, PEREIRA, SULIMAN, MARTINEZ,**

AND NEWTON) AND FOUR (4) OPPOSED (VIZZO-PANICCIA, LYONS, MCBRIDE-LEE AND DEFILIPPO).

Mayor Ganim said that there were two items that were requested to be introduced from the floor.

****COUNCIL MEMBER BURNS MOVED TO SUSPEND THE RULES IN ORDER TO ADD THE FOLLOWING TWO ITEMS TO THE AGENDA:**

57-19 PROPOSED FIVE-YEAR CAPITAL PLAN FOR FISCAL YEARS 2021-2025 (CAPITAL PLAN DISCUSSION RE: PUBLIC FACILITIES) AS AMENDED

61-19 PROPOSED APPROVAL OF GENERAL OBLIGATION BONDS – TO FUND CERTAIN CAPITAL IMPROVEMENT PROJECTS (REF. #43-19).

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION TO SUSPEND THE RULES IN ORDER TO ADD THE TWO ITEMS TO THE AGENDA PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SILVA, SULIMAN, MARTINEZ, AND NEWTON) AND FOUR (4) OPPOSED (MCCARTHY, DEFILIPPO, PEREIRA, AND MARTINEZ**).**

(** Due to technical difficulties, Council Member Martinez wasn't online when the vote was taken and later stated to the Mayor and all others in attendance that she was opposed.)

**** COUNCIL MEMBER BURNS MOVED AGENDA ITEM 57-19 PROPOSED FIVE-YEAR CAPITAL PLAN FOR FISCAL YEARS 2021-2025 (CAPITAL PLAN DISCUSSION RE: PUBLIC FACILITIES).**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira repeated that the Bond Counsel had a significant conflict and she was concerned about her constituents.

**** THE MOTION TO APPROVE AGENDA ITEM 57-19 PROPOSED FIVE-YEAR CAPITAL PLAN FOR FISCAL YEARS 2021-2025 (CAPITAL PLAN DISCUSSION RE: PUBLIC FACILITIES) PASSED WITH FOURTEEN (14) IN FAVOR (CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SILVA, SULIMAN, MARTINEZ, AND NEWTON) AND SIX (6) OPPOSED (VIZZO-PANICCIA, MCCARTHY, DEFILIPPO, BURNS, PEREIRA AND LYONS).**

61-19 Proposed Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects (Ref. #43-19).

**** COUNCIL MEMBER BURNS MOVED AGENDA ITEM 61-19 PROPOSED APPROVAL OF GENERAL OBLIGATION BONDS – TO FUND CERTAIN CAPITAL IMPROVEMENT PROJECTS (REF. #43-19).**

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Burns said that the item had captured a lot of energy and attention. There were obstacles that arose over the past few years. The problems were only brought to the Council in the last month. If the Council had been apprised of the issues earlier, he believes that much of the rancor would have been mitigated.

Council Member Pereira said that the City of Bridgeport currently has \$600 million in bonded debt. This will affect the seniors and the debt services costs the City \$4 million dollars a year. This is not good for taxpayers.

**** THE MOTION TO APPROVE AGENDA ITEM 61-19 PROPOSED APPROVAL OF GENERAL OBLIGATION BONDS – TO FUND CERTAIN CAPITAL IMPROVEMENT PROJECTS (REF. #43-19) PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, NIEVES, VALLE, SILVA, SULIMAN, AND NEWTON) AND SIX (6) OPPOSED (VIZZO-PANICCIA, LYONS, PEREIRA, MCCARTHY, DEFILIPPO, AND MARTINEZ).**

Council Member Castillo said that he would like to refer an item from the floor to Committee. Council Member Pereira objected because it was not on the Agenda. Council Member Castillo said that he wanted to refer to Committee from the floor.

**** COUNCIL MEMBER CASTILLO MOVED TO SUSPEND THE RULES TO ADD AN ITEM FOR REFERRAL TO COMMITTEE REGARDING THE FUNDING FOR COVID-19 TESTING.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER CASTILLO MOVED TO REFER THE ITEM REGARDING FUNDING FOR COVID-19 TESTING TO THE PUBLIC SAFETY COMMITTEE.**

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY. (ITEM #90-19)**

ITEMS FOR IMMEDIATE CONSIDERATION:

88-19 Communication from OPED re: Proposed Resolution regarding Substantial Amendment to the 2019-2020 Program Year 45 Annual Action Plan: Emergency Solutions Grant (ESG) and Housing Opportunities for People Living with Aids (HOPWA), FOR IMMEDIATE CONSIDERATION.

Council Member Herron said that everyone who had a conflict with this would have to leave the meeting. She said that this would be \$300,000 allotment from the Federal Government.

The following Council Members remained:

Council Member Herron, Council Member Pereira,
Council Member McCarthy, Council Member Suliman,
Council Member Castillo, Council Member Silva,
Council Member McBride-Lee

Council Member Pereira questioned the process and stated that this was a public meeting. Council Member Herron said that this was the protocol and the other Council Members had

identified areas of potential conflicts of interest. Council Member Vizzo-Paniccia said that she did not have a conflict of interest.

Council Member Herron asked Ms. Milta Feliciano and Mr. Coleman to speak on this item. Ms. Feliciano said that this was funding specific to the Emergency Solutions Grant (ESG) and Housing Opportunities for People Living with Aids (HOPWA). This also includes rapid re-housing and emergency housing. She reviewed the amounts with the Committee members and those present.

Council Member Pereira said that they would have to vote for 2/3rd to add it to the agenda. Council Member McBride-Lee pointed out that this was for Immediate Consideration. Council Member Herron said that this was the process and they need to follow the protocol.

Atty. Anastasi gave a brief overview. Mayor Ganim announced that they need to have a simple majority.

Council Member Pereira said that she had a question about the second whereas it speaks about reprogramming funding from previously approved activities that did not advance. She wished to know what activities were being unfunded. Ms. Feliciano explained that there were different agencies that did not use all their funding. The excess funds are put into a line item and now the Committee was being asked for permission to re-purpose all that money to other groups. Right now, the top priorities are the Emergency Shelter and Emergency Assistance.

Ms. Feliciano said that this was funding from different agencies that did not use all of its allocation. She said this was a request for permission to use the excessive funding to use for the Emergency Solution and the Housing Opportunities. Council Member Herron said that the funding would also be used by the various agencies to help those who had become homeless.

**** COUNCIL MEMBER CASTILLO MOVED TO APPROVE AGENDA ITEM 88-19 COMMUNICATION FROM OPED RE: RE: PROPOSED RESOLUTION REGARDING SUBSTANTIAL AMENDMENT TO THE 2019-2020 PROGRAM YEAR 45 ANNUAL ACTION PLAN: EMERGENCY SOLUTIONS GRANT (ESG) AND HOUSING OPPORTUNITIES FOR PEOPLE LIVING WITH AIDS (HOPWA).
** COUNCIL MEMBER CRUZ SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

ADJOURNMENT

**** COUNCIL MEMBER CASTILLO MOVED TO ADJOURN.
** COUNCIL MEMBER CRUZ SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 9:17 p.m.

Respectfully submitted,

Telesco Secretarial Services

**CITY OF BRIDGEPORT
CITY COUNCIL
NOTICE OF PUBLIC HEARINGS**

Public Hearings will be held before the City Council of Bridgeport at a regular meeting to be held on **Monday evening, April 20, 2020** beginning at **7:00 p.m.**, relative to the following items listed below. The Public Hearings will be conducted by Zoom/Teleconference. The public may dial in to this meeting by calling the following conference line and then entering the conference code:

Dial In Number: (929) 436 2866

Meeting ID: 381 083 245

- 1.) Proposed Resolution Making Certain Findings Required to Reauthorize the *Connecticut City and Town Development Act*. [70-19]
- 2.) Proposed Resolution Authorizing Renewal of *Connecticut City and Town Development Act*. [71-19]
- 3.) Proposed Resolution Making Findings Per *Connecticut City and Town Development Act* (Precursor to Consideration of Tax Incentive Development Agreement – *306 Canfield Avenue*). [74-19]
- 4.) Proposed Resolution Authorizing a Tax Incentive Development Agreement – *306 Canfield Avenue & Adjacent Properties*. [75-19]
- 5.) Proposed Resolution Making Findings Per *Connecticut City and Town Development Act* (Precursor to Consideration of Tax Incentive Development Agreement) – *Congress Plaza*. [77-19]
- 6.) Proposed Resolution Authorizing a Tax Incentive Development Agreement for the *Congress Plaza Commons Redevelopment Project*. [78-19]
- 7.) Proposed Resolution Making Findings Per *Connecticut City and Town Development Act* (Precursor to Consideration of Tax Incentive Development Agreement – *Civic Block*). [79-19]
- 8.) Proposed Resolution Authorizing a Tax Incentive Development Agreement – *Civic Block Redevelopment Project*. [80-19]

Attest:

Lydia N. Martinez
City Clerk

AD ENDS ABOVE LINE

Public Hearings
April 9, 2020
Page 2 of 2

Requires Certification

1 Edition, Connecticut Post:

PLEASE PUBLISH ON (Sunday, April 12, 2020)

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

Account #: 111171

PO: 20000495-00

Dated: April 9, 2020

Sent By:

Frances Ortiz

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

J. Gomes, Assistant CAO

D. Shamas, Chief of Staff

T. Gaudett, Mayor's Aide

R. Christopher Meyer, City Attorney

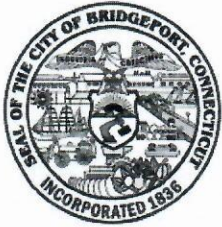
M. Anastasi, Esquire,

E. Adams, Dir., Government Accountability & Integrity

T. Gill, Director, OPED

B. Coleman, Deputy Director, OPED

R. Pacacha, Esq. of Counsel to the City Attorney's Office



**OFFICE OF THE CITY CLERK
COMMUNICATION FORM**

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number:	88-19
Submitting Department / Contact Name	OPED Thomas Gill, Director
Subject:	Proposed Resolution regarding Substantial Amendment to the 2019-2020 Program Year 45 Annual Action Plan: Emergency Solutions Grant (ESG) and Housing Opportunities for People Living with AIDS (HOPWA).
Referred to Committee:	Immediate Consideration
City Council Date:	April 20, 2020

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganim, Mayor

Date

(Report returned from Mayor not signed on May 6, 2020)

COMM.# 88-19 REFERRED FOR IMMEDIATE CONSIDERATION.

April 15, 2020

The Honorable City Council of the City of Bridgeport C/O Office of the City Clerk
45 Lyons Terrace
Bridgeport, CT 06604

RE: Substantial Amendment

Dear Honorable Council,

The Office of Housing and Community Development respectfully submits the attached resolution and documentation regarding a substantial amendment to the 2019-2020 Program Year 45 Annual Action Plan as it relates to the Emergency Solutions Grant and Housing Opportunity for People Living with HIV/AIDS for immediate consideration at the April 20, 2020 Council meeting.

If you have any questions, please do not hesitate to contact me.

Best,

Thomas Gill
Director
OPED

CC: Janene Hawkins, CAO
Thomas Gaudett, Mayor's Office
Mark Anastasi, City Attorney
Anjerice Miller, HCD
Milta Feliciano, HCD

RESOLUTION

AMENDED

**CITY OF BRIDGEPORT PROPOSED SUBSTANTIAL AMENDMENT
TO THE CITY'S ANNUAL ACTION PLAN FOR HOUSING & COMMUNITY
DEVELOPMENT**

WHEREAS, the City Council of the City of Bridgeport previously authorized Emergency Solutions Grant (ESG) and Housing Opportunities for People Living With Aids (HOPWA) funding for the program activities during the various program years; and

WHEREAS, the City wishes to reprogram \$93,000.00 of ESG funds from previously approved activities that; did not advance, were completed for amounts less than originally approved by the City of Bridgeport or will be moved forward to the same activity in PY 45

WHEREAS; due to the COVID-19 pandemic, CARE ACT, HUD has awarded \$139, 500 in HOPWA funds and \$980, 921.00 to ESG funds to assist households

WHEREAS, this request constitutes an amendment to the PY 45 Annual Action Plan and, as such, requires a public notice, Citizen Union consideration, and City Council authorization; and

WHEREAS; the City issued a request for public comment on the recommended use of these funds

NOW THEREFORE BE IT

RESOLVED, that since the city has provided required public notification and has obtained citizen union recommendations, the Mayor of the City of Bridgeport or the designated individual (Director of Planning and Economic Development) is hereby authorized and empowered to sign all contracts, documents, and/or agreements(and to take such other reasonable actions) as necessary to implement the activities listed above in an expedient fashion and in accordance with all of HUD's *Emergency Solutions Grants and Housing for People Living With Aids* rules, regulations, and requirements.

PY45 CARE Act Funding	
Emergency Solutions Grant (ESG)	
Agency	Award
Emergency Shelter	
Central CT Coast YMCA- Alpha Comm. Services Families in Transition	\$ 302,450.64
Homeless Prevention	
City of Bpt-Social Services Dept- Emergency Rental Assist. Prog.	\$ 302,450.64
Rapid Rehousing	
Supportive Housing Works-Bpt Homeless Prevention Fund	\$ 302,450.64
Total ESG Awarded	\$ 907,351.92
Administrative (7.5% of Allocation)	\$ 73,569.08
Total ESG Funding Allocation	\$ 980,921.00
HOPWA- Housing Opportunities for People With AIDS	
APEX	\$ 22,552.50
CASA	\$ 22,552.50
Catholic Charities	\$ 22,552.50
Inspirica	\$ 22,552.50
Mid Fairfield Aids Project	\$ 22,552.50
Recovery Network of Programs	\$ 22,552.50
Total HOPWA Awarded	\$ 135,315.00
Administrative (3% of Allocation)	\$ 4,185.00
Total HOPWA Funding	\$ 139,500.00

ESG Reprogrammed Funds

City of Bpt-Social Services Dept- Emergency Rental Assist. Prog.	\$ 33,000.00
Central CT Coast YMCA- Alpha Comm. Services Families in Transition	\$ 20,000.00
Supportive Housing Works-Bpt Homeless Prevention Fund	\$ 40,000.00
Total ESG Reprogrammed Awarded	\$ 93,000.00

Ortiz, Frances

From: Miller, Anjerice
Sent: Wednesday, April 15, 2020 3:01 PM
To: Ortiz, Frances
Cc: Feliciano, Milta; Gill, Thomas; Nieves, Aidee; aidee nieves
Subject: Resolution
Attachments: Resolution for Reprogram and CARES Act funds.pdf

Good Afternoon Frances,

Attached please find the Resolution that I would like place on the City Council agenda for Monday, April 20, 2020. A public hearing should take place prior to the meeting. Only Council members with no conflicts should vote on this item. This was discussed with Aidee and she was suppose to update you on these items.

Please let me know if you any additional information.

Thanks,

Anjerice Miller

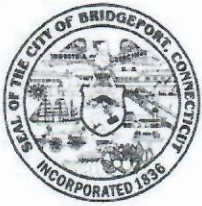
Anjerice Miller

CDBG Program Manager

Housing & Community Development

(203) 576-8022 office

(475) 422-2628 cell



CITY OF BRIDGEPORT, CONNECTICUT
BRIDGEPORT FIRE DEPARTMENT

30 CONGRESS STREET, BRIDGEPORT, CT 06604 • Telephone (203) 337-2070 • Fax (203) 576-8274

RICHARD E. THODE
Fire Chief

April 13, 2020

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

Dear City Clerk and Members of the City Council,

Pursuant to and in accordance with *C.G.S. §7-430* and the collective bargain agreement between the City of Bridgeport and Fire Fighters Local 834, Robert Whitbread of the Bridgeport Fire Department, now having attained or soon to attain the age of sixty-five years or more, is requesting approval of the Bridgeport City Council to remain in the employ of the Bridgeport Fire Department for another year.

We respectfully ask that this request be referred to the Contracts Committee, wherein the individual, as well as representatives of the Department and City, will be present for questioning, and appropriate information on the physical fitness of this individual to continue in his/her position will be furnished to the Council for consideration.

Should you have any questions, please do not hesitate to contact my office at 203-337-2070.

Sincerely,

Richard E. Thode
Fire Chief

Ortiz, Frances

From: Bottillo, Gail
Sent: Monday, April 13, 2020 4:11 PM
To: Ortiz, Frances
Cc: Edwards, Lance
Subject: Letter to Council - Over 65 FF R. Whitbread
Attachments: Letter to Council - FF R. Whitbread.pdf

Good Afternoon Frances,

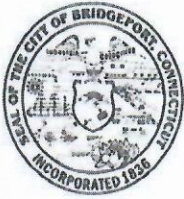
I hope this email finds you and yours well.

Attached please find the signed letter from Chief Thode requesting that Firefighter Robert Whitbread has attained the age of sixty-five (65) or soon to attain the age of sixty-five(65) years or more be referred to the Contracts Committee for approval to continue his position as an employee of the City of Bridgeport. This request is in accordance with C.G.S. 7-430 and the collective bargaining agreement between the City and Firefighters Local 83.

If you have any questions, or require further information, please feel free to contact me.

Best,

Gail Bottillo
Bridgeport Fire Department
30 Congress Street
Bridgeport, CT 06604
203-337-2071
gail.bottillo@bridgeportct.gov



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

JOSEPH P. GANIM
Mayor

Comm.# 83-19 Referred to Contracts Committee on April 20, 2020

TO: Lydia N. Martinez
FROM: Mayor Joseph P. Ganim
DATE: March 19, 2020
RE: Boards & Commissions

Please place the following name on the April 20, 2020 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Board of Assessment Appeals:**

Andrea Garcia
50 Bennett Street
Bridgeport, CT 06605

This term shall expire on 12/31/2023.

JPG/mr

Ortiz, Frances

From: Vickers, Constance
Sent: Wednesday, April 15, 2020 12:00 PM
To: Ortiz, Frances
Cc: Gaudett, Thomas
Subject: Andrea Garcia referral to Misc. Matters
Attachments: Andrea Garcia_Referral to City Council 4.20.20.docx

Good Afternoon Frances,

Please accept the attached memo regarding the appointment of Andrea Garcia to the Board of Assessment Appeals. This letter was originally printed to be included in the March 23rd meeting, but has been edited to reflect the April 20th date. Please let me know if you have any questions.

Andrea is not registered to vote.

Best,

Constance

Constance E. Vickers
Director of Legislative Affairs
Office of the Mayor | City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street | Bridgeport, CT 06604
203-814-0715 cell

Comm.# 86-19 Referred to Contracts Committee on April 20, 2020.

To: The City Council

From: Kenneth Flatto, Director of Finance *Kenneth Flatto*

Date: April 14, 2020

Re: Auditing Professional Services Contract for Fiscal Years 2020 through 2022 -referral to Contracts Committee

Attached is the proposed Resolution and the proposed PROFESSIONAL SERVICES AGREEMENT (the Agreement) between the City and Blum Shapiro & Company for the performance of all auditing services and financial statement preparation as required by the CT General Statutes Sections 7-396 and 4-322.

This Agreement was pursuant to an RFP process conducted in March and approved in early April by the Board of Public Purchases.

The award to Blum Shapiro was based upon the breadth of expertise and experience of the firm and its employees as well as the price proposed for the entire audit engagement which was approximately the same as the previous few fiscal years.

Work is required to commence in June 2020 to comply with state and federal standards for field work and for a full independent audit of the City records and finances. The City requires these services for the purpose of conducting an examination of the City's comprehensive annual financial statements and to render an opinion thereon has requested proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2020 through June 30, 2022.

The City has advertised a Request for Proposals on March 4, 2020 (Bid FNX034203) and has selected the Consultant' Proposal dated April 1, 2020 entitled "Proposal to Provide Professional Auditing Services". The services will focus primarily on financial audit and completion of the annual Comprehensive Annual Financial Report for each fiscal year for all City organizations and departments including the Board of Education, with an additional financial annual audit completed for the Water Pollution Control Authority. Services shall include production of both the Federal Single Audit and State single Audit and the Board of Education EFS forms for submission to the State. The audit activities shall consist of, for example: examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management as well as evaluating the overall presentation of the financial statements.

The City believes this an excellent proposal to approve and there is no new budgetary impact from this Contract.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ____ day of _____, 2020 (the "Agreement") is hereby entered into between Blum Shapiro & Company PC, with offices at 29 South Main, Street West Hartford, Connecticut 06127 (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 has requested proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2020 through June 30, 2022 with the option, exercisable by the City, of auditing its financial statements for one (1) subsequent fiscal year; and

WHEREAS the City has advertised a Request For Proposals on March 4, 2020 (Bid FNX034203) and has selected the Consultant' Proposal dated April 1, 2020 entitled "Proposal to Provide Professional Auditing Services", both of which are 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 provide professional auditing services as further described in the Consultants Proposal attached hereto and incorporated by reference as Exhibit A (the "**Services**") and as Exhibit B (the "**Costs**"). Such Services will focus primarily on financial audit and completion of the annual Comprehensive Annual Financial Report for each fiscal year for all City organizations and departments including the Board of Education, with an additional financial annual audit completed for the Water Pollution Control Authority, pursuant to the cost terms of Exhibit B. Services shall include production of both the Federal Single Audit and State single Audit and the Board of Education EFS forms for submission to the State. The Consultant's activities shall consist of, for example: examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management as well as evaluating the overall presentation of the financial statements.

2. Term of Engagement. 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 (3) years, encompassing the Fiscal Years ending on June 30, 2020, June 30, 2021, and June 30, 2022 and with the option exercisable by the City for an additional one (1) year, until the Services are completed according to this Agreement, 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 as the City requires to be made available to the City for review during the Term. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

4. Costs and Payment.

(a) The parties understand that the Consultant will provide its Services, including all reimbursable expenses, up to the maximum not-to-exceed fees below and to the additional terms and conditions regarding hourly rates set forth in the Audit Fees included in the Consultant's Costs (**COSTS**) attached hereto as Exhibit B.

	Proposed # of Hours	Initial Term	
		Year 1	Year 2
Audit and report on City's entire general purpose financials (I) (II)	920	\$ 180,000	\$ 180,000
ED001 (including special Education grants)	150	\$ 30,000	\$ 30,000

(I) Audit and report includes the Board of Education financials, Nutrition Fund and School Activity funds. The WPCA requires a separate aduti report and opinion (See below)

(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.

In addition, the City and Consultant agree that the Consultant shall perform an additional audit of the Water Pollution Control Authority (WPCA), as requested by the WPCA, under the terms of the **COSTS** contained in Exhibit B solely for the WPCA.

(b) Payment. The Consultant will submit its invoices to the City on an installment basis, on a monthly or bi-monthly schedule, for each prior month's Services

rendered. All invoices submitted to the City shall pay within 30-45 days of receipt of each complete invoice. Invoices to the WPCA shall be submitted in a similar fashion to the WPCA. 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 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, shall be furnished in compliance with all generally accepted accounting principles (GAAP), with all Governmental Accounting Board Standards and Pronouncements (GASB), with all federal and state audit requirements, and shall be relied upon by the City for any and all purposes desired.

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than the Services within this Agreement as well as certain written reports or recommendations, such as a Management letter, as expected within normal audit practices used in the auditing industry and accepted by both parties. The Consultant's work papers shall be and at all times remain the Consultant's property. The City's financial documents and records shall at all times remain the City's property however such documents and records shall be used by the Consultant in the process of the annual audit as required. The City shall furnish the Consultant with adequate access at all times during the audit to the City MUNIS financial accounting system. The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

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) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. Non-Circumvention. [Intentionally Omitted]

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

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. The Consultant agrees that the staff named in the Proposal shall be available for such annual audits to the extent possible.

(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 starting in June 2020 for the first Fiscal Year 2020 audit under this Agreement.

(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.

11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available to a purchaser of goods under the Uniform Commercial Code.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF 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. Notices. 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 below:

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 in Section One of this Agreement.

13. Termination For Default; Termination For Convenience.

(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.

14. Resolution of Disputes and Choice of Law.

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

15. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, 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 A 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.

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

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

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

Cancellation notice—The City shall be entitled to receive from the insurance carriers 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 financial ratings. Such certificates shall designate the City in the following form and manner as additional insured:

"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 continuing jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

19. Communications. All communications shall be made orally or in writing to Finance Director 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:

BLUM SHAPIRO AND COMPANY PC

By: _____
Name:
Title:
Duly authorized

Ortiz, Frances

From: Flatto, Kenneth
Sent: Wednesday, April 15, 2020 4:04 PM
To: Ortiz, Frances; Gaudett, Thomas
Cc: CPA Nikoleta D. McTigue (nmctigue@blumshapiro.com); Trachtenburg, Lisa; Anastasi, Mark T; Coward, Terri; Shamas, Daniel; Hawkins, Janene
Subject: RE: final draft
Attachments: BlumShapiro - Professional Agreement subject to approval per bid 2020-22.doc

Frances,
Tom told me to get this to you today.

The Resolution is:

To approve a three year Professional Services Contract to the lowest bidder for City Auditing Services, Blum Shapiro & Company, as required by State statute and Governmental Accounting Standards for the Fiscal Years 2020 through 2022. (QBS process approved by the Board of Public Purchases.)

The draft proposed contract is attached.
Thank you

Ken

Kenneth Flatto
Director of Finance/CFO
City of Bridgeport

From: Agenda, Council <Council.Agenda@Bridgeportct.gov>
Sent: Wednesday, April 15, 2020 3:46 PM
To: Flatto, Kenneth <Kenneth.Flatto@Bridgeportct.gov>; CPA Nikoleta D. McTigue (nmctigue@blumshapiro.com) <nmctigue@blumshapiro.com>; Trachtenburg, Lisa <Lisa.Trachtenburg@Bridgeportct.gov>
Cc: Agenda, Council <Council.Agenda@Bridgeportct.gov>
Subject: RE: final draft

Ken,

Your item is approved to go on the agenda for Monday evening. Please make sure that Frances gets this as soon as possible if she does not already have it.

Tom

From: Flatto, Kenneth <Kenneth.Flatto@Bridgeportct.gov>
Sent: Tuesday, April 14, 2020 11:28 AM
To: CPA Nikoleta D. McTigue (nmctigue@blumshapiro.com) <nmctigue@blumshapiro.com>; Trachtenburg, Lisa <Lisa.Trachtenburg@Bridgeportct.gov>

Cc: Gaudett, Thomas <Thomas.Gaudett@Bridgeportct.gov>; Agenda, Council <Council.Agenda@Bridgeportct.gov>
Subject: final draft

Hi, I have made some edits. Nothing substantive...more clarifying and defining some terms.
I am adding as two exhibits to Agreement both the Services and Costs exhibits!

We will submit this to Council. Nicoleta if any final edits, let me know in next day or two.

Ken

Kenneth Flatto
Director of Finance/CFO
City of Bridgeport

**CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, CT 06604-4328**

**CITY ATTORNEY
R. Christopher Meyer**

**DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.**

**ASSOCIATE CITY ATTORNEYS
Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Tyisha S. Toms
Lisa R. Trachtenburg**

**ASSISTANT CITY ATTORNEYS
Dina A. Scalo
Eroll V. Skyers**

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



April 15, 2020

The Honorable City Council
Of the City of Bridgeport
c/o Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06610

Re: Nomination of Director of Public Health / For Referral to the Committee on Contracts

Dear Honorable Council Members:

As you may be aware, pursuant to Connecticut General Statutes, § 19a-200(a) the local chief executive officer nominates a candidate for appointment to the position of Director of Public Health, which nomination is confirmed or denied by the local legislative body.

On behalf of, and at the direction of, Mayor Joseph P. Ganim and Chief Administrative Officer Janene Hawkins, I am pleased to refer to you the Mayor's nomination of Ms. Lisa Morrissey for appointment to the City of Bridgeport's Health Director position.

ATTACHED for your review are: (a) Ms. Morrissey's professional resume and (b) the Mayor's April 6, 2020 nomination for appointment letter/employment agreement. As you can see, Ms. Morrissey accepted this position in writing on April 8, 2020, subject to City Council confirmation of the Mayor's nomination.

As evidenced by her resume, Ms. Morrissey has served as the Director of Health for the City of Danbury, CT for the past three (3) years; and holds a Master of Public Health in Epidemiology, Environmental Health Science from New York Medical College, which satisfies the statutorily mandated educational qualifications for appointment to this position.

The Administration respectfully requests that this item be referred to the Committee on Contracts at the City Council's April 20, 2020 meeting. As you know, the City's Health Department is operating with an Acting Director of Health; and in view of the ongoing COVID-19 pandemic, the retention of a Health Director appointed to a four-year statutory term will greatly assist in the department serving our constituents. Therefore, and since the Contracts Committee's next regular monthly meeting does not occur until May 12, 2020, I will coordinate with the Council President and the Contracts Committee Co-Chairs for scheduling a special committee meeting to enable this matter to be reported back at the May 4th Council meeting.

Ms. Morrissey will participate in the committee's special meeting to introduce herself; and to respond to questions concerning her professional training and experience and to explain her strategic vision and plans for the Bridgeport Health Department.

Thank you for your attention to this matter.

Very truly yours,

Mark T. Anastasi, Esq.

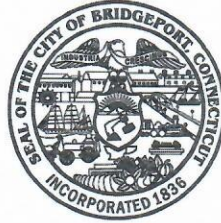
Cc: Renee D. Coleman-Mitchell, MPH, Comm. of CT DPH
Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
Janene Hawkins, CAO
Daniel Shamas, Chief of Staff
Thomas Gaudett, Mayor's Office
Eric Amado, Dir. of Labor Relations
David Dunn, Civil Service Personnel Dir.
R. Christopher Meyer, City Attorney
John P. Bohannon, Deputy City Atty.

**CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, CT 06604-4328**

**CITY ATTORNEY
R. Christopher Meyer**

**DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.**

**ASSOCIATE CITY ATTORNEYS
Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Tyisha S. Toms
Lisa R. Trachtenburg**



**ASSISTANT CITY ATTORNEYS
Dina A. Scalo
Eroll V. Skyers**

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

Executive Summary

**Re: Mayor's Nomination of Ms. Lisa Morrissey
to the Position of Director of Public Health**

To: Honorable City Council
Fr: Mark T. Anastasi, Esq.
Cc: Joseph P. Ganim, Mayor
Janene Hawkins, CAO
Daniel Shamas, Chief of Staff
Eric Amado, Labor Relations Dir.
David Dunn, Civil Service Personnel Dir.
R. Christopher Meyer, City Attorney
Thomas Gaudett, Mayor's Office

Dated: April 15, 2020

BELOW is the submission data required pursuant to City Council Rule XIII, Section 15:

a. Submission Title

Nomination of Director of Public Health / For Referral to the Committee on Contract

b. Submitting Entity

Office of the City Attorney - on behalf of the Mayor's Office

c. Contact Person

Mark T. Anastasi, Esq.

Contact via cellphone: (203) 673-7218; text or email: Mark.Anastasi@bridgeportct.gov

d. Deadline for Approval & Basis for Same

Deadline – May 4, 2020

As you know, the City’s Health Department is operating with an Acting Director of Health; and in view of the ongoing COVID-19 pandemic, the retention of a Health Director appointed to a four-year statutory term will greatly assist in the department serving our constituents.

Therefore, and since the Contracts Committee’s next regular monthly meeting does not occur until May 12, 2020, I will coordinate with the Council President and the Contracts Committee Co-Chairs for scheduling of a special committee meeting to enable this matter to be reported back at the May 4th Council meeting.

Ms. Morrissey will participate in the committee’s special meeting to introduce herself; to respond to questions concerning her professional training and experience and to explain her strategic vision and plans for the Bridgeport Health Department.

e. Matter Summary

As you may be aware, pursuant to Connecticut General Statutes, § 19a-200(a) the local chief executive officer nominates a candidate for appointment to a four (4) year term in the position of Director of Public Health, which nomination is confirmed or denied by the local legislative body.

Therefore, this nomination of Ms. Lisa Morrissey has been submitted to the City Council on behalf of, and at the direction of, Mayor Joseph P. Ganim and Chief Administrative Officer Janene Hawkins.

Submitted to the City Council with my referral letter your review were: (a) Ms. Morrissey’s professional resume and (b) the Mayor’s April 6, 2020 nomination for appointment letter/employment agreement, wherein Ms. Morrissey accepted this appointment and the terms and conditions of her employment in writing on April 8, 2020, subject to City Council confirmation of the Mayor’s nomination.

As evidenced by her resume, Ms. Morrissey has served as the Director of Health for the City of Danbury, CT for the past three (3) years; and holds a Master of Public Health in Epidemiology, Environmental Health Science from New York Medical College, which satisfies the statutorily mandated educational qualifications for appointment to this position.

f. City Council Action Requested

At the April 20, 2020 Meeting – Referral of matter to the Committee on Contracts.

At the May 4, 2020 Meeting - Confirmation of the Mayor’s nomination of Ms. Morrissey for the position of Director of Public Health for the City of Bridgeport, CT

g. Financial Impact Analysis

The starting salary for this position is \$131,706 pursuant to Bridgeport Code of Ordinances, Sec. § 2.36.010 *Officers' Salaries*. The appointee will also receive health and other employee benefits consistent with those provided to other unclassified and unaffiliated City employees.

See the Appointment Letter / Employment Agreement from CAO Janene Hawkins dated April 6, 2020 and conditionally accepted by Ms. Morrissey on April 8, 2020, subject to City Council confirmation of the nomination.

While there is no direct positive financial impact to the City from this appointment, it is fair to presume that having a fully professionally staffed Health Department will have an indirect financial benefit to the City. The retention of Ms. Morrissey is anticipated to have a positive financial impact in terms of increased federal and state grant funding and improved operational efficiencies.

h. Funding Budget-Line

The salary for the Health Director position is paid from the Salaries Line in the Department of Health's operating budget; the employee benefits are paid from the budget line appropriated for such purpose.

i. Proposed Motion

“NOW THEREFORE BE IT RESOLVED that the Mayor's nomination of Ms. Lisa Morrissey to a four (4) year statutory term commencing upon the administration of the Oath of Office (and until her successor is chosen and qualified) to the position of Director of Public Health for the City of Bridgeport, CT is hereby confirmed, and this appointment is so approved.

**City of Bridgeport
Civil Service Commission
45 Lyon Terrace
Room 106
Bridgeport CT 06604**

To Whom it May Concern:

Thank you for allowing me to submit my resume in response to your posting for a Director of Health. I hope that after reviewing my attached resume and letters of reference, you will find that I am an excellent candidate for this position. As a Director of Health, I have demonstrated my ability to create positive change in a large and diverse organization. In my current role, I have expanded the number of grants and fee for service contracts that the City has negotiated and executed in order to increase revenues. This has led to the ability to reorganize the City of Danbury's Department of Health & Human Services to provide more services to residents without the need to increase the burden on the tax base.

With over seven years experience in developing budgets, preparing financial reports and presenting strategic plans to the general public, corporate, municipal, state and federal audiences, I can effectively communicate high level information to a wide variety of audiences. Within the community, I am known for my ability to think outside of the box and to bring diverse groups together to achieve solutions to complex challenges. I have a strong understanding of the delivery of public health, housing, social services and the financial procedures, and complexities surrounding municipal, state and federal grant reporting.

My expertise lies in operational leadership, developing organizational strategies, managing multiple programs and driving transformation initiatives to deliver substantial system improvements.

I believe that these skills combined with my experience in public health are what your organization is looking for in a Director of Health. I look forward to talking with you about how I can contribute to the City of Bridgeport.

Sincerely,

**Lisa Michelle Morrissey
203-313-3575**

PUBLIC HEALTH EXECUTIVE

Driving strategic planning to improve public health impacts.

- **Comprehensive executive-level experience** in public health code principles and practices, and environmental, public and global health. Direct, supervise, review, and approve the development of new programs and national accreditation standards. Able to effectively communicate across multiple media channels to disseminate branded messaging as well as public service announcements. Maintain governmental and community relations with stakeholders. Skilled in educational dissemination, quantitative research, evaluation, and community organizing.
- **Expert** in local, state, and federal ordinances and regulations related to Public Health Codes; analyzing needs and priorities to promote public health and assessment projects to meet those needs. Skilled in planning, organizing, directing emergency response operations and ongoing response. Effective in cross-cultural communications and experienced with at-risk populations.
- **Program Assessment skills** in identifying issues, synthesize conclusions into recommendations, and implementing action plans. Advanced writing level with an exceptional capacity to execute administrative tasks and manage logistics. Coordination of public health operations alongside the development of standard operating procedures. Interpret and explain local, state and federal regulations.

AREAS OF EXPERTISE

Population Health ~ Community Health Assessment ~ Epidemiology ~ Cultural Competence ~ Strategic Planning ~ Public Health Accreditation ~ Statistical Analysis ~ Process Improvement ~ Program/Project Management ~ Data Collection Data Management ~ Budget Planning ~ Reporting/Financial Statements ~ Proposal Development ~ Oral Presentations ~ Grant & Proposal Writing ~ Leadership ~ Team Facilitation/Motivation ~ Change Management ~ Effective Planning ~

CERTIFICATIONS

Connecticut Department of Emergency Management & Homeland Security, Region 5 Healthcare Coalition Chairman (ESF 8)
Connecticut Department of Public Health (DPH) Food Inspector | Connecticut DPH Phase I & II Subsurface Sewage Disposal
Connecticut DPH Maven: Local Health Management System | Connecticut DPH Lead Inspector

EXPERIENCE

City of Danbury, Danbury, CT (Feb 2017 – present)

Community provider of model health programs, housing and social services advocacy and other services in a cost effective and comprehensive manner to promote a healthy environment for the residents.

Director of Health

Key Responsibilities

- The Director of Health is the chief executive officer for the department and is responsible for the direct supervision of the Associate Directors and Division Managers.
- Prepares, develops and manages multiple budget as well as ensure that they align with the strategic plan. Authorizes and monitors expenditures to ensure they are within budget limits and guidelines
- Assumes full management responsibility for all department services and activities, including statistical services, food sanitation, communicable and chronic disease, environmental inspections, laboratory, medical services, vector control, and clinical services; and recommends and administers policies and procedures.
- Plans and assures the effective implementation of programs to promote and protect the health of the Danbury population through active participation with Community Health Assessment, Community Health Improvement Planning, Danbury Public Health Strategic Planning, Quality Improvement planning and implementation, Workforce Development planning and implementation, and Performance Management implementation.

*(Key Responsibilities continued)**Operation Leadership and Supervision**Key Responsibilities*

- Approves and implements all decisions regarding personnel that fall within the budget, support the strategic plan, and are compliant with local, state, and federal laws and regulations. Serves as the primary representative of the department in the community and is the point of contact for elected officials.
- Educates municipal, state and federal legislators and policymakers about funding and policy changes needed to address current and emerging public health problems.
- Participates in research activities with academic and clinical practice partners to increase the evidence-base for public health practice.
- Serves as primary media spokesperson for the organization on public health topics.
- Manages the development and implementation of department goals, objectives, policies, and priorities for each assigned service area; establishes, within City of Danbury policy, appropriate service and staffing levels; and allocates resources accordingly
- Drafts and reviews local public health regulations that address emerging public health problems for adoption by the City Council

Town of Sharon, Sharon, CT (Nov 2016 – Apr 2017) (Part-time)

Community provider of model health programs, housing and social services advocacy and other services in a cost effective and comprehensive manner to promote a healthy environment for the residents.

Director of Health*Key Responsibilities*

- Plan, direct, administer, implement and enforce the Public Health Code; supervise, review, inspect and approve all applications relating to Public Health Code, federal, state and local laws and regulations for efficiency and compliance.
- Leverage knowledge on land use codes to exercise judgment to accomplish code enforcement.
- Work closely with the direction of the First Selectman and follows professional standards, procedures and policies.
- Review proposed development and construction plans; consult with departments on major building projects; perform plan reviews, inspections for compliance with Public Health Codes and standards; and prepare and administer department budget.
 - Coordinate efforts with Planning and Zoning official and the Building Official Fire Marshal's Office.
- Oversee maintenance of all records and statistics required by local, state and federal agencies and statutes.
 - Review, approve, and conduct inspections for subdivision plans and plot plans related to Public Health Code issues.
 - Submit oral and written reports to Town officials and state agencies.

*Operation Management and Supervision**Key Responsibilities*

- Plan, direct and supervise food service inspections as required by CT Public Health Code.
 - Supervise the environmental services staff, develop job direction, assign task, and monitor performance.
 - Determine and initiate regulatory or legal action in cases of violation of Public Health Code and ordinances.
- Plan, direct and perform inspections, investigative, enforcement and administrative duties to assure residential, commercial, and other properties comply with the Public Health Code, statutes and ordinances.
- Oversee and investigate other health issues when required or requested for safety of the public such as West Nile disease, exposures to hazardous materials, and communicable disease emergencies facing the public.
- Plan, supervise and implement school health program preparedness; liaise with local hospital and arrange wellness clinics

Western Connecticut State University, Danbury, CT (Aug 2015 – Present)

Academic provider of undergraduate and graduate programs in liberal arts and for life-long professional learning education to foster growth as individuals, scholars, professionals, and leaders in a global society.

Public Health Adjunct Professor*Key Responsibilities*

- Teach epidemiology, program planning & evaluation, environmental health, and global health incorporating public health teaching methodologies within a classroom setting.
- Design, administer and grade examination papers, and assess student learning through various methods.

City of Danbury, Danbury, CT (Oct 2012 – Jan 2017)

Community provider of model health programs, housing and social services advocacy and other services in a cost effective and comprehensive manner to promote a healthy environment for the residents.

Epidemiologist*Key Responsibilities*

- Direct and performs inspections to comply with state public health code; develop and direct staff assignments for environmental inspection; direct and supervise contractors, part-time employees and interns for all projects.
- Facilitate backup coverage for Director of Health in the event of planned or unplanned absences; manage staff inspections.
- Prepare and manage the City of Danbury Public Health Preparedness budget and the CT Region 5 Healthcare Coalition budget.
- Advise the health director on procedures and practices to maximize resource and personnel utilization during emergencies.
- Participate on the community health steering committee (Community Health Needs Assessment) that seeks to improve outcomes and promote opportunities to view non-health systems, services, projects, programs, and health system integration.
- Conduct risk assessments for communicable disease and calculate chronic disease burden rates, including:
 - Lead environmental assessments in accordance to state and federal guidelines for childhood lead poisoning.
 - Communicable disease investigations and foodborne illness outbreak investigations.
 - Conduct epidemiological interviews in accordance with state and federal regulations.

Operation Leadership and Supervision

- Engage with external stakeholders from area hospitals and community-based organizations on healthy policy development for improved health outcomes for residents.
- Develop training exercises to strengthen municipal response for public health emergencies, including tests and evaluation of emergency management plans according to state and federal guidelines.
 - Leverage expertise in principles and techniques used in emergency preparedness planning to maintain staff training records to ensure staff training meets or exceeds state recommendations.
- Lead efforts to expand the Community Emergency Response Team program, teaching training modules, recruitment and volunteer program, public health volunteer program activities for community events, and organizational support.
 - Ensure departmental participation and compliance in CT DPH activities to improve overall process and outcome.

P R I O R E X P E R I E N C E

Sole Proprietor, LKR Data Solutions, Danbury CT (May 2005 – Present)

Executive Assistant IV to Managing Directors, Eastdil Realty, LLC, Wells Fargo, NYC (Jun 2002 – Apr 2004)

Marketing Assistant/Client Specialist, Millennium Business Centers, White Plains, NY (Aug 2001 – May 2002)

Executive Assistant to Editor in Chief, CEO, LOTUS Magazine, NYC (Sep 1997 – Aug 2001)

Administrative Assistant to Vice President, Great Age Container, Bronx, NY (May 1996 – Jan 1998)

E D U C A T I O N

Masters of Public Health in Epidemiology, Environmental Health Science
New York Medical College, Valhalla, NY

Bachelor of Arts in Psychology
Albertus Magnus College, New Haven, CT

T E C H N I C A L T R A I N I N G

FileMakerPro | Oracle PeopleSoft
New World ERP Financial and Administrative Management
Statistical Analysis Software Package (SPSS)
Statistical Analysis Software Package (STATA)
Proficient in Windows, Apple OS, Mac, and Microsoft Office (Word, Excel, PowerPoint, Access)

AFFILIATIONS

2012 to Present:

National Environmental Health Association
Western Connecticut Community Health Improvement Planning Team, Steering Committee Member

2013 to Present:

Connecticut Department of Emergency Management & Homeland Security, Region 5,
Emergency Support Function #8, Public Health and Emergency Medical Services, Chairperson
National Association of City & County Health Officials
Council of State and Territorial Epidemiologists
City of Danbury Community Emergency Response Team
Town of Ridgefield Community Emergency Response Team
Naugatuck Valley Medical Response Corps

STEERING COMMITTEES

2012 to Present:

Western Connecticut Community Health Assessment Founders Committee

2018 to Present:

Opening Doors of Fairfield County (NPO for Housing/Human Services to address Homelessness)

2019 to Present:

Governor Lamont's Fairfield County's Taskforce on Transit Oriented Development
CT Department of Emergency Management & Homeland Security Advisory Council, Appointee
Association of Religious Communities, Danbury CT (NPO for Housing/Human Services)
Danbury Public Schools, School Climate Advisory Committee

2020 to Present:

CT Department of Energy & Environmental Protection – Statewide Emergency Response Commission, Appointee

PUBLIC SPEAKING

2018

Yankee Conference; Maine USA
CT Environmental Health Association; Connecticut, USA
CT DPH Commissioner's Semi-Annual Meeting; Connecticut, USA

2019

CCM Emergency Management Conference; Connecticut, USA

2020

Danbury NAACP: 28th Annual Martin Luther King Jr. Day Memorial; Connecticut, USA
National Association City & County Officials Annual Conference (pending approval); Colorado, USA

March 1, 2020

To whom it may concern,

I am the Director of Public Affairs and PIO for the NuVance Health- a seven hospital health system in western Connecticut and adjacent New York. I've had the good fortune to know Lisa Morrissey since 2012 and can highly recommend her for the position leading Public Health for the City of Bridgeport.

I know first-hand Lisa's skills as a public health trailblazer, community collaborator, health and wellness champion and first-class Epidemiologist. We have worked closely together on Ebola, Anthrax, flu outbreaks, the Sandy Hook tragedy, the opioid crisis and suicide prevention to name a few. Throw in a water and sewer main break and weather emergencies and it might cover what she has addressed during her tenure in Danbury. She has done so with skill, compassion and a deep commitment to getting it done and well for her community.

Just today we were advocating to secure funding for an innovative teen suicide prevention model that was well received by legislators we spoke with. Lisa's accomplishments are many and speak to her experience across many issues and opportunities.

I've lived in CT most of my life and know Bridgeport pretty well. The City would do very well to have her as its public health advocate.

Should I be able to provide you specific examples of her capabilities and leadership, please do not hesitate to contact me.

Sincerely,



Andrea J. Rynn

Andrea_rynn@yahoo.com/203.456.4403



February 17, 2020

To whom it may concern,

I have known and worked with Lisa Morrissey, from the Danbury Health Department, for the past 12 years. Most recently, for the last 5 years, Lisa and I have co-chaired Region 5 Emergency Service Function 8 under the Dept. of Homeland Security as well as the Region 5 Healthcare Coalition under the Dept. of Public Health. During these years, we have had to deal with Ebola, SARS, and bird flu, along with plan for mass points of distribution.

Lisa has not only been a leader but she has been an out of the box thinker, a team player, a collaborator, and a steward of our funding to ensure all funds were spent appropriately. As you can imagine, Region 5 is one of the largest regions in CT, and with so much diversity between the large cities, small towns, and rural towns, opinions varied at times as to what was right for each other's community. One of Lisa's strengths was her ability to collaborate and bring these teams together to reach a resolution in which all of the teams were happy.

Not only is Lisa well-spoken and able to communicate with City officials, public safety chiefs, and hospital CEOs, she is also an excellent listener and has the ability to put things in perspective when crises arise. I specifically worked with Lisa on more than one occasion, but the one that showed her true leadership skills was when contaminated water in Danbury effected the hospital and a state university. Lisa's communication skills to her partners and to responders were outstanding, and her calm leadership made the situation and the response both coordinated and proportional to the actual incident.

Over the years, we have not just worked together, we have also become friends and colleagues and I have the upmost respect and integrity for her. Any municipality and/or private agency would be extremely lucky to have Lisa as part of their team. Please feel free to reach out to me with any questions or concerns.

Sincerely,

Mark A. Casey
Director of Security and Emergency Management
Saint Mary's & Saint Francis Hospitals
A Member of Trinity Health Of New England

mark.casey@TrinityHealthOfNE.org

Waterbury 203-709-6459

Hartford 860-714-4690

Cell 203-228-3506

DANBURY PUBLIC SCHOOLS
- Administration Center -
63 Beaver Brook Road
Danbury, Connecticut 06810-6211
Voice (203) 797-4724 Fax (203) 790-2875
E-mail:waistk@danbury.k12.ct.us



Kevin L. Walston
Assistant Superintendent

February 21, 2020

To Whom it May Concern:

I'm very pleased to recommend Ms. Lisa Morrissey for the position of Director of Health and Human Services. As the Assistant Superintendent for Danbury Public Schools, I've worked alongside Lisa for the past two years. Our work together spans projects addressing: Health in All Policies, Equity, Affordable Housing, Children's Mental Health, and Suicide Prevention. Not only is Lisa a key player in our district, but she has also become a friend to many of her colleagues. Lisa's interpersonal skills and leadership qualities make her an invaluable addition to any team. She is highly knowledgeable of public health as well as community issues and her communication skills allow her to easily communicate information to large and diverse audiences. Her willingness to jump into any project and lead committees that span multiple agencies have made her a highly sought after leader within our community.

While Lisa has found success as the Director of Health and Human Services for the City of Danbury, she is ready to broaden her horizons. She is dedicated, detail-oriented, enthusiastic, and above all a leader. Her ability to build teams has earned her the admiration not just of her peers but of her staff as well. I think it is important to note how well respected Ms. Morrissey is within the community. This says a lot about her character and the compassion she shows those she interacts with.

These are just a few of the qualities Ms. Morrissey possess that allow her to be so successful in the work that she does for the City of Danbury, not just for the Department of Health & Human Services.

On a personal note, Lisa has become a close friend over the past few years of working together in the City of Danbury. She always makes herself available to answer questions as well as provide the school district any needed support.

Lisa has my highest recommendation for the position of Director of Health and Human Services. Please feel free to contact me for any further information.

Sincerely,

Kevin Walston

Kevin L Walston
Assistant Superintendent

22 February 2020

City of Bridgeport
Civil Service Commission
45 Lyon Terrace
Room 106
Bridgeport CT 06604

To whom it may concern;

I have had the pleasure of knowing and working with Ms. Lisa Morrissey for the past seven years and have always found her to be honest and straightforward in her commitment to work, business and family. Ms. Morrissey has always demonstrated a high degree of loyalty and trustworthiness to her career, employer and associates and has carried her public health obligations with vigor and resolve. Because of her personal integrity and total commitment to be a public health professional and team player, she has never turned down opportunities to grow within her chosen field of endeavor. In addition, Lisa can always be counted on to "go the extra mile" to complete a task and learn new things.

In her role at the City of Danbury Public Health Department where she is employed, Lisa is also involved in public health preparedness initiatives and is an active participant in the statewide and regional planning, response, and recovery efforts. Based on these attributes, Ms. Morrissey would certainly be an asset to the City of Bridgeport administration and as such I am confident that the Mayor's office will be able to quickly identify her strengths and utilize them appropriately.

In closing, it is with sincere conviction that I enthusiastically recommend Ms. Morrissey for the position of Director of Health for the City of Bridgeport. If you would like to discuss anything in this letter please feel free to contact me via the information included below.

Very truly yours,

J. L. Paturas

James L. Paturas, DHSc, CEM, CBCP
Director
Center for Emergency Preparedness and Disaster Response
Yale New Haven Health
1 Church Street
New Haven CT 06510
james.paturas@ynhh.org
1.203.688.3496

cc: L. Morrissey

Denise Janey

40 Smoke Hill Drive, Danbury CT 06811 | 203-770-5159

February 8, 2020

To Whom It May Concern:

It is my pleasure to write a recommendation on behalf of Lisa Morrissey, Director of Health and Human Services for the City of Danbury. I have worked with Lisa for several years; she is known for her exceptional knowledge of health issues, excellent communication skills and her innate people skills. Lisa is a highly dedicated and self-motivated individual with extremely high standards and keen insight into the importance of leadership and possesses the ability to influence through diplomacy. She consistently maintains an enthusiastic and innovative approach to problem solving and effectively implements those solutions.

Mrs. Morrissey is responsible for ensuring the citizens of Danbury are informed about various health issues and she leads the department to protect and improve the public's health ranging from the unexpected restaurant inspections to the tracking of communicable diseases.

Lisa has a wide array of skills that have enabled her to excel as the Director due to her commitment to excellence and her dedication to ensuring that details, both large and small, are attended to in the complex arena of Health and Human services.

I believe she will be an asset to your organization as she leads by example with a hands-on approach. Lisa is able to drive change and implement initiatives through her expertise and solid interpersonal skills. Her manner is confident and compassionate. She is respected by all levels of staff and the public. Her conviction and energy are remarkable. I highly recommend Lisa and ask that you give her every consideration.

Please feel free to contact me if you require additional information. I would enjoy the opportunity to discuss Lisa's attributes.

Sincerely,

Mrs. Denise Janey



Joseph P. Ganim
Mayor

THE CITY OF BRIDGEPORT OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

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

203-576-3964 Office 203-332-5652 Fax

Janene W. Hawkins
Chief Administrative Officer

John Gomes
Assistant CAO

Dr. Herron K Gaston
Assistant CAO

April 6, 2020

Lisa Morrissey
28 Nancy Drive
Danbury, CT 06811

Dear Ms. Morrissey,

On behalf of the Mayor of City of Bridgeport, it is with great pleasure that you are hereby appointed to the position of Director of Public Health in the City's Health and Social Services Administration Office. This position will hold an annual salary of \$131,706 for an approximate forty-hour work week, which will be paid to you on a weekly basis. This is a senior executive position that is salaried and exempt from payment of overtime. Your appointment shall be effective upon confirmation by the City Council.

Pursuant to the Charter of the City of Bridgeport, Chapter 20, sec. 6(a) and the Connecticut General Statutes sec. 19a.200(a) your appointment to the position of Director of Public Health will be for a term of four (4) years commencing on upon confirmation by the City Council; and until a successor is nominated and confirmed.

This is an unclassified and unaffiliated position appointed by the Mayor. Salary and benefits may be adjusted in the future at the discretion of the Mayor, subject to budgetary authority and within the salary range established by Bridgeport Code of Ordinances, sec. 2.36 Officers' Salaries' and subject to any other applicable City of Bridgeport ordinance regarding unaffiliated employee salaries and benefits. You are entitled to an extensive package of health, life insurance, and accrued leave benefits as outlined within the City of Bridgeport's policies. This position is at-will and not affiliated with any bargaining unit and is subject to the provisions of the Charter of the City of Bridgeport. Employment will be conditional upon acceptable results of a physical examination, drug testing and background verification.

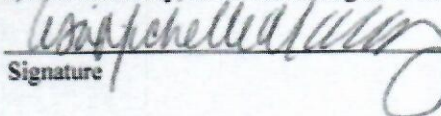
The City participates in the Connecticut Municipal Employees Retirement System (CMERS) Plan A, which requires both employer and employee contributions. Please be aware that your earnings from this position are not covered under Social Security; instead you will make contributions towards your government pension plan. For further information, you may visit the Social Security website at www.socialsecurity.gov.

Should you agree to accept this position on these terms, please sign below and return a copy of this letter to Sandra Ferreira at sandra.ferreira@bridgeportct.gov. Upon acceptance, our Human Resources department will be in contact with you to prepare all necessary paperwork. Welcome to employment with the City of Bridgeport.

Sincerely,


Janene W. Hawkins, JD
Chief Administrative Officer

I, Lisa Morrissey, have read and agree to all terms and conditions.

 4.8.2020
Signature Date:

- cc: Joseph P. Ganim, Mayor
- Daniel Shamas, Chief of Staff
- David Dunn, Personnel Director
- Eric Amado, Director of Labor Relations
- Sandra Ferreira, Human Resources Manager

COMM.# 89-19 Referred to Public Safety and Transportation Committee.

April 15, 2020

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

Re: Resolution – U.S. Department of Justice Office of Community Oriented Policing Services 2020 COPS Hiring Program (#21200)

Attached, please find a Grant Summary and Resolution for **U.S. Department of Justice Office of Community Oriented Policing Services 2020 COPS Hiring Program** to be referred to the **Committee on Public Safety and Transportation** of the City Council.

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

Thank you,

Isolina DeJesus

Isolina DeJesus
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: U.S. Department of Justice Office of Community Oriented Policing Services
2020 COPS Hiring Program (#21200)

NEW 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 funding for the hire of up to 20 officers to address the increase of gun and gang violence. Funds will cover salary and fringe for new recruits for a period of three years. Grant funds will cover a maximum of \$125,000 per position during the grant period.

CONTRACT PERIOD: 10/1/2020- 9/30/2023

FUNDING SOURCES (include matching funds):	
Federal:	\$ 2,500,000
City:	\$4,674,800
Total:	\$ 7,174,800

YEAR ONE Expected Expenditure

Federal	\$1,052,246.80	DOJ
City	\$1,168,700.00	Bridgeport Police Department
Total	\$2,220,946.80	

YEAR TWO Expected Expenditure

Federal	\$699,762.00	DOJ
City	\$1,636,180.00	Bridgeport Police Department
Total	\$2,335,942.00	

YEAR THREE Expected Expenditure

Federal	\$747,991.20	DOJ
City	\$1,869,920.00	Bridgeport Police Department
Total	\$2,617,911.20	

A Resolution by the Bridgeport City Council

Regarding the

**U.S. Department of Justice Office of Community Oriented Policing Services
2020 COPS Hiring Program (#21200)**

WHEREAS, the **U.S. Department of Justice Office of Community Oriented Policing Services** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **2020 COPS Hiring Program**: and

WHEREAS, funds under this grant will be used to support the salary and fringe benefits of up to 20 police officers: and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **U.S. Department of Justice Office of Community Oriented Policing Services** to support the hiring of up to 20 police officers.

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

1. That it is cognizant of the City's grant application to and contract with the **U.S. Department of Justice Office of Community Oriented Policing Services** for the purpose of its **2020 COPS Hiring 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 **U.S. Department of Justice Office of Community Oriented Policing Services** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Ortiz, Frances

From: Showah, Ava
Sent: Wednesday, April 15, 2020 4:16 PM
To: Williams, Althea
Cc: Ortiz, Frances; DeJesus, Isolina
Subject: Resolution - U.S. Department of Justice Office of Community Oriented Policing Services 2020 COPS Hiring Program (#21200)
Attachments: COPS Hiring - Resolution Package - 21200- FINAL.docx

Hi Althea,

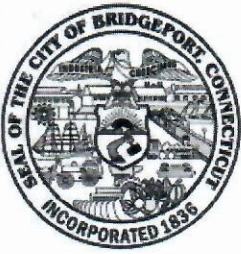
Attached is the resolution for the U.S. Department of Justice Office of Community Oriented Policing Services 2020 COPS Hiring Program (#21200). Please add to the City Council agenda on 4/20/2020.

Please let me know if you have any questions.

Best,

Ava Showah
Administrative Assistant
Office of Central Grants

City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604
(203) 332-4247



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	84-19			
Submitted by Councilmember(s):	Maria H. Pereira Choose an item.			
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.	Choose an item.
District:	138TH			
Subject:	Ordinance Regarding Zoning notifying City Council Members of all Zoning & Zoning Board of Appeals Applications			
Referred to:	Ordinance Committee			
City Council Date:	April 20, 2020			

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, elected City Council Members have expressed concern that they are frequently not aware of new building projects, variances, waivers and more being considered by Zoning and/or the Zoning Board of Appeals within their respective districts; and

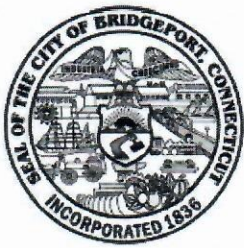
WHEREAS, City Council Members have a duty and responsibility to represent the interests of their constituents regarding potential building projects, waivers, variances and more that can impact neighbourhoods and quality of life issues; and

WHEREAS, City Council Members are being contacted by constituents well after Zoning and the Zoning Board of Appeals have already approved building projects, variances, waivers and more; and

WHEREAS, City Council Members are seeking timely information regarding any proposed building projects, variances, waivers, and more within their respective districts;

WHEREAS, Bridgeport residents and voters must have faith their elected City Council Members are advocating on behalf of their needs, issues and concerns relative to Zoning & Zoning Board of Appeals building projects, variances, waivers, and more;

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that an Ordinance requiring the Zoning Department to forward all Zoning & Zoning Board of Applications to the respective City Council Members within three (3) business days of receipt be drafted and approved by the Ordinance Committee for City Council approval.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:	
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SECTION IX COMMENTS (if any)

Ortiz, Frances

From: Maria Pereira <mpereira0667@yahoo.com>
Sent: Wednesday, April 15, 2020 3:44 PM
To: Boyer, Mike; Ortiz, Frances
Cc: Anastasi, Mark T
Subject: Resolution regarding Zoning Notifying City Council Members of Zoning & Zoning Board of Appeals Applications
Attachments: Resolution Zoning & Zoning Board of Appeals Notification to CC Members.docx

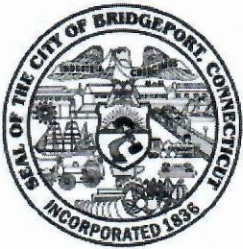
Hi Mike & Frances,

Can you please ensure this resolution is placed on the April 20th agenda?

Thank you,

Maria Pereira

138th District City Councilwoman



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	85-19			
Submitted by Councilmember(s):	Maria H. Pereira	Choose an item.		
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.	Choose an item.
District:	138TH			
Subject:	Ordinance Regarding Bonding & Long Term Debt			
Referred to:	Ordinance Committee			
City Council Date:	February 3, 2020			

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the City has approximately \$600,000,000 in bonded debt which requires extremely overburdened Bridgeport taxpayers to pay exorbitant interest; and

WHEREAS, the City Charter specifically states that the City Council shall determine how a surplus from the proceeds of bonds issued for a particular purpose or purposes after such purpose has been accomplished; and

WHEREAS, the City Charter states that the City Council may declare that a purpose for which bonds of the city have been issued has been abandoned and thereupon the balance of the proceeds of such bonds available for such purpose shall be deemed surplus bond proceeds any may be used for other allowed purposes; and

WHEREAS, the City Charter states if a surplus remains from the proceeds of bonds issued for a particular purpose or purposes after such purpose has been accomplished, the City Council may authorize the use of such surplus bond proceeds for paying the principal of such bonds; and

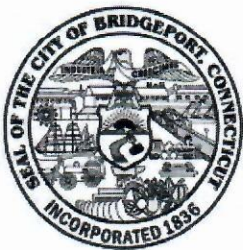
WHEREAS, Mayor Ganim appointees have admitted that they have held millions in excess or unused bond funds without notifying the City Council who has sole authority to determine how surplus funds are to be utilized; and

WHEREAS, Mayoral appointees have reallocated unused or surplus bond proceeds without City Council approval in violation of City Charter- Chapter 10- Section 1 (c); and

WHEREAS, neither Mayor Ganim nor his high level appointees have notified the City Council of cancelled projects funded by bonds, the receipt of other revenue streams to fund a bonded project thereby negating the need for already bonded funds, and where a surplus existed after the completion of a project; and

WHEREAS, the City Council serves as the fiduciary of all taxpayer funds;

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that an ordinance be drafted and approved requiring the Mayor and/or a designee report all excess bond funds to the City Council within 30 days which requires the City Council to determine how those excess bond funds are to be utilized.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

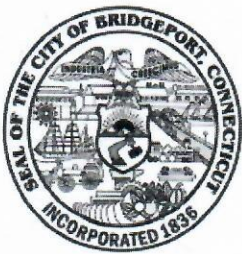
SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:	
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SECTION IX COMMENTS (if any)



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	90-19			
Submitted by Councilmember(s):	Alfredo Castillo			
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.	Choose an item.
District:	136TH			
Subject:	Resolution that the City Council supports and authorizes if and as necessary, the City Administration procuring reasonable and necessary COVID-19 testing equipment directly with City funds, up to the amount of appropriated funds available for such purpose.			
Referred to:	Public Safety and Transportation Committee			
City Council Date:	April 20, 2020 (OFF THE FLOOR)			

SECTION II RESOLUTION (PLEASE TYPE BELOW)

PROPOSED RESOLUTION

Whereas, the nation, State of Connecticut (“State”) and City of Bridgeport (“City”) are in the midst of the COVID-19 pandemic;

Whereas, the City is in need of additional COVID-19 state-of-the-art, fast turnaround (i.e. 15-minute) virus testing equipment and supplies;

Whereas, the State has been unable to provide adequate testing equipment and supplies in a timely manner;

Whereas, the City Administration proposes to purchase such much needed equipment directly with City funds:

Whereas, the City has appropriated funds available for such purpose;

Whereas, such purchases would be eligible for federal FEMA reimbursement;

NOW THEREFORE, the City Council of the City of Bridgeport hereby supports, and authorizes if and as necessary, the City Administration procuring reasonable and necessary COVID-19 testing equipment directly with City funds, up to the amount of appropriated funds available for such purpose.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:	
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SECTION IX COMMENTS (if any)

Ortiz, Frances

From: Maria Pereira <mpereira0667@yahoo.com>
Sent: Wednesday, April 15, 2020 4:33 PM
To: Boyer, Mike; Ortiz, Frances
Cc: Mark Anastasi
Subject: Resolution regarding Ordinance on Surplus Bond Funds
Attachments: Ordinance Surplus Bond Funds.docx

Please place on the April 20, 2020 City Council Meeting Agenda.

Thank you,

Maria Pereira

Item # *53-19 Consent Calendar

Assignment of Tax Liens for Fiscal Year 2020.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: April 20, 2020

Attest:

Lydia N. Martinez

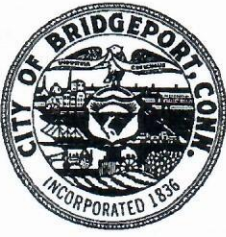
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

(Report returned from Mayor not signed on May 6, 2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *53-19 Consent Calendar

BE IT RESOLVED, That pursuant to C.G.S. Section 12-195h, the City Council of the City of Bridgeport authorize and approve the assignment for consideration of any or all tax liens by the Tax Collector to secure unpaid taxes on real property as provided under the provision of Chapter 206 of the Connecticut General Statutes.

BE IT FURTHER RESOLVED, That pursuant to Connecticut General Statutes, including sections 7-148 and 12-195h, the City Council of the City of Bridgeport hereby authorized the Mayor of the City of Bridgeport to negotiate, enter into and execute any and all agreements as are reasonably necessary to effectuate the assignment of real property tax liens in form and substance satisfactory to the Mayor, the Director of Finance, the Tax Collector and the City Attorney.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**

Jeanette Herron, D-133rd, Co-Chair

Ernest E. Newton II, D-139th, Co-Chair

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

City Council Date: April 20, 2020

Item # *54-19 Consent Calendar

Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Kevin Higgins** having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.



**Report
of
Committee
on
Contracts**

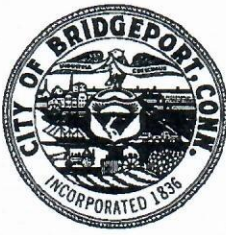
City Council Meeting Date: April 20, 2020

Attest: *Lydia N. Martinez*
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

(Report returned from Mayor not signed on May 6, 2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *54-19 Consent Calendar

BE IT RESOLVED, that the request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement between the City of Bridgeport and Fire Fighters Local 834 that **Kevin Higgins** of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years or more, is to remain employed by the City for another year be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**

Jeanette Herron, D-133rd, Co-Chair

Ernest E. Newton II, D-139th, Co-Chair

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

City Council Date: *April 20, 2020*

Item # *55-19 Consent Calendar

Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Terence O'Connell** having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: April 20, 2020

Attest: _____

Lydia N. Martinez, City Clerk

Approved by: _____

Lydia N. Martinez

Joseph P. Ganim, Mayor

Date Signed: _____

(Report returned from Mayor not signed on May 6, 2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *55-19 Consent Calendar

BE IT RESOLVED, that the request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement between the City of Bridgeport and Fire Fighters Local 834 that **Terence O'Connell** of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years or more, is to remain employed by the City for another year be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**

Jeanette Herron, D-133rd, Co-Chair

Ernest E. Newton II, D-139th, Co-Chair

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

City Council Date: April 20, 2020

Item # *58-19 Consent Calendar

Professional Services Agreement with NV5-Connecticut, LLC for the creation of a Complete Streets Guide.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: April 20, 2020

Attest:

Lydia N. Martinez

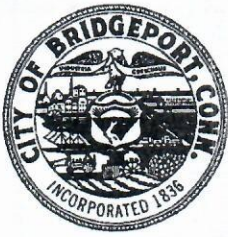
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

(Report returned from Mayor not signed on May 6, 2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *58-19 Consent Calendar

RESOLUTION
Authorizing the Execution of a
Professional Services Agreement for the City's Complete Streets Guide

WHEREAS, *Plan Bridgeport*, the City's Master Plan of Conservation and Development, was adopted on April 22, 2019 and sets forth a vision for the advancement of the city in the coming decade; and

WHEREAS, *Plan Bridgeport* recommends many quality of life and safety reforms designed to support this vision, through strategies that speak specifically to enhancing connectivity and accessibility between neighborhoods, employing Complete Streets approaches to transportation planning and improvements, and establishing a Complete Streets Guide; and

WHEREAS, the term 'Complete Streets' is commonly used in reference to a policy and design approach for streets and sidewalks to be planned, designed, operated and maintained to enable safe, convenient and comfortable travel and access for users of all ages and abilities regardless of whether they are on foot, bicycle or vehicle; and

WHEREAS, the Planning Department and Engineering Department are working collaboratively to implement several recommendations in *Plan Bridgeport*; and

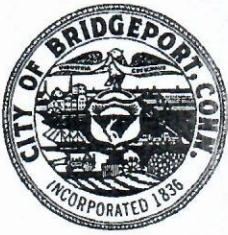
WHEREAS, in furtherance of *Plan Bridgeport*, OPED wishes to engage a consultant to assist the Planning and Engineering Departments in developing a Complete Streets Guide; and

WHEREAS, to procure such a consultant, OPED administered a Request for Qualification and Request for Proposals process ("RFQ-RFP") from November 5th, 2019 to January 17th, 2020; and

WHEREAS, of the responses received, OPED has judged the response and proposal of NV5-Connecticut LLC of Fairfield, CT (the "Consultant") to be the best value for the City; and

WHEREAS, working with OPED pursuant to the results of the RFQ-RFP process, the City Attorney's Office has developed the attached Professional Services Agreement (the "Agreement"); and

WHEREAS, the Agreement establishes a Consultant payment and overall project budget of \$129,275 (one hundred twenty nine thousand two hundred seventy five dollars) with such



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Contracts**
Item No. *58-19 Consent Calendar

-2-

WHEREAS, the Agreement establishes a five-month completion schedule;

NOW, THEREFORE, BE IT RESOLVED, that the Bridgeport City Council approves the attached Agreement between the Consultant and OPED;

BE IT FURTHER RESOLVED that the Director of OPED, or his designee, is hereby authorized to execute the Agreement substantially in the form attached hereto and made a part hereof, subject to the final review and approval of the City Attorney's Office as to form and content, and is further authorized to execute any and all other documents, and to do any and all other things necessary in furtherance of and consistent with this resolution in the best interests of the City.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS**

Jeanette Herron, D-133rd, Co-Chair

Ernest E. Newton II, D-139th, Co-Chair

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

City Council Date: April 20, 2020

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ____ day of _____, 2020 (the "Agreement") is hereby entered into between **NV5-Connecticut, LLC**, a limited liability company organized and existing under the laws of the State of Connecticut, with offices at 63 Unquowa Road, Suite 208, Fairfield, Connecticut 06824 (the "**Consultant**") and **the City of Bridgeport**, a municipal body corporate and politic, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS, the City issued a Request For Qualifications seeking qualified consultants to prepare a Complete Streets Design Guide between November 5 and December 2, 2019 (the "**RFQ**");

WHEREAS, following the selection of qualified consultants during the RFQ process, the City issued a Request For Proposals to the consultants identified during the RFQ process seeking pricing for the creation of a Complete Streets Design Guide (the "**Project**") between December 16 and December 24, 2019, as amended by an Addendum thereto issued between January 9 and January 17, 2020 (together, the "**RFP**") attached hereto as **Exhibit 1**;

WHEREAS, NV5 submitted a proposal dated January 16, 2020 together with a cost proposal, as amended (together, the "**Proposal**") attached hereto as **Exhibit 2**;

WHEREAS the City selected the Consultant's Proposal for the necessary services needed to produce a Complete Streets Design Guide (the "**Scope of Work**") as more particularly described in **Exhibit 3**; 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 prepare a Complete Streets Design Guide (the "**Services**"), which Services will focus primarily on undertaking the numerous activities necessary such as public outreach, creating a website for the Project, conducting stakeholder involvement meetings and community engagement meetings, assessing the physical conditions of a various types of rights-of-way located in the City, evaluating significant challenges relating to

historic underground utilities, creating a design-rich design guide, and developing an implementation plan as more particularly set forth in **Exhibit 3** and shall include one or more deliverables to the City as set forth therein.

2. Term of Engagement. This Agreement shall commence within five (5) business days of the date last below written or such other date set forth in a notice to proceed to the Consultant and shall continue in full force and effect until the Services are completed according to this Agreement, until the earlier termination of this Agreement as provided herein, or in any event no later than December 31, 2020, whichever occurs first ("**Term**"). The anticipated duration of this project is five (5) months. 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 records of tasks performed in sufficient detail requested by the City, which records shall be submitted to the City monthly 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. The City agrees to pay the Consultant for the Services in accordance with its cost proposal dated January 16th, 2020, as amended (the "**Cost Proposal**") attached hereto as **Exhibit 4**. The parties understand the Cost Proposal to be a not-to-exceed price for the Services. The Consultant will submit its invoices with all backup documentation, including activities conducted, reimbursable expenses with receipts, and such other information as the City may reasonably require, on a monthly basis for the prior month's Services rendered, based upon the percentage of completion achieved in each category of the Work, which invoices the City shall pay within 45 days after receipt of a complete invoice.

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

6. Proprietary Rights. 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 work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and

under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

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) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. Non-circumvention. [INTENTIONALLY OMITTED]

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

10. Representations and Warranties.

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

- (a) The Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement 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.

11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available to a purchaser of goods under the Uniform Commercial Code.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF 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. Notices. 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 Planning
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, Second Floor
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:

Mr. Stephen Normandin, PE
Director of Engineering
NV5 – Connecticut, LLC
63 Unquowa Road, 2nd Floor
Fairfield CT 06824

13. Termination For Default; Termination For Convenience.

(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.

14. Resolution of Disputes and Choice of Law.

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

15. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to

all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, 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.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

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

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

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

Cancellation notice—The City shall be entitled to receive from the insurance carriers **by policy endorsement** not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 45 Lyon Terrace, 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 by **policy endorsement** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year 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 Street
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 continuing jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices

or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

19. Communications. All communications shall be made orally or in writing to the Director of Planning (see Section 12) 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

Copy of Request For Proposals

PEX04920B

Request for Proposals

Complete Streets Design Guide

The City of Bridgeport, acting through its Office of Planning and Economic Development (OPED), seeks proposals from teams of specialists to create a **Complete Streets Design Guide**.

BACKGROUND

The City of Bridgeport is producing a Complete Streets Design Guide which will methodically transform the City's street network to function in a more equitable, sustainable, and interconnected manner. The Guide will delve into rethinking how pedestrians, bicyclists, transit, and drivers use the street and lay out the role of amenities which provide safety, essential services, and quality of life improvements.

As the next stage of the consultant selection process, this RFP is being issued to the finalists of the RFQ interview process

NOTE: Two concurrent efforts will intersect with this project.

1. The City and The Nature Conservancy are developing an URBAN FORESTRY PLAN. Public outreach, to the extent possible, will be coordinated between the two projects. It is expected that appropriate street tree species will be identified in the Urban Forestry Plan and be referenced in the Complete Streets Guide.
2. Zone Bridgeport is a comprehensive rewrite of the City's zoning regulations. The current regulations do not consider rights-of-way, but the new zoning code will. The zoning consultant will use the Complete Streets Guide to craft appropriate zoning code.

SCOPE

The selected Consultant Team will work directly with OPED. A Community Advisory Committee and a Technical Advisory Committee will guide the overall efforts. The Consultant Team will produce a final Complete Streets Design Guide five (5) months after the Notice to Proceed is issued.

The scope shall include the following tasks:

- Meaningful community engagement with multiple meetings and a project website (developed and maintained by Consultant Team) that accepts public input as well as provides project information
- Project management meetings with the Technical Advisory and Community Advisory Committees and biweekly team discussions
- Analysis of existing conditions and development of street typologies
- Determination of underground space utilization

- Development of a graphic-rich design guide clearly articulating how to implement bicycle lanes, traffic calming, intersection treatments, right-of-way green infrastructure, tree planting, streetscape improvements, and other complete streets and Vision Zero elements, and efficient organization of utilities, above- and underground
- Development of an implementation plan. Such plan shall outline preferred strategies for incremental approaches as well as establish priorities for connecting neighborhoods, schools, parks, and other public amenities with bicycle and pedestrian infrastructure. Such plan may also include additional tools to aid with implementation.
- Recommended municipal ordinance changes and proposed language (this does not include zoning)

SUBMITTAL

Responses to the RFP shall include the following:

- Outline of overall process proposed to complete the project
- Proposed public outreach strategy
 - Outline of project website components
- Sample implementation plan
- Draft schedule
- Cost proposal broken down per task plus an hourly cost sheet *

Responses shall be submitted digitally no later than 2 p.m. on December 24th, 2019 to the following email:

Lisa.Farlow@BridgeportCT.gov

* **PLEASE NOTE:** Cost proposal must be in a document separate from all other submittal documents.

SELECTION

Ability to develop a graphic-rich Complete Streets Design Guide specific to the needs of Bridgeport	30 pts
Ability to a conduct a feedback-oriented public outreach program	25 pts
Sample Implementation Plan	20 pts
Capacity to complete project within timeframe	15 pts
Cost	10 pts

Proposal

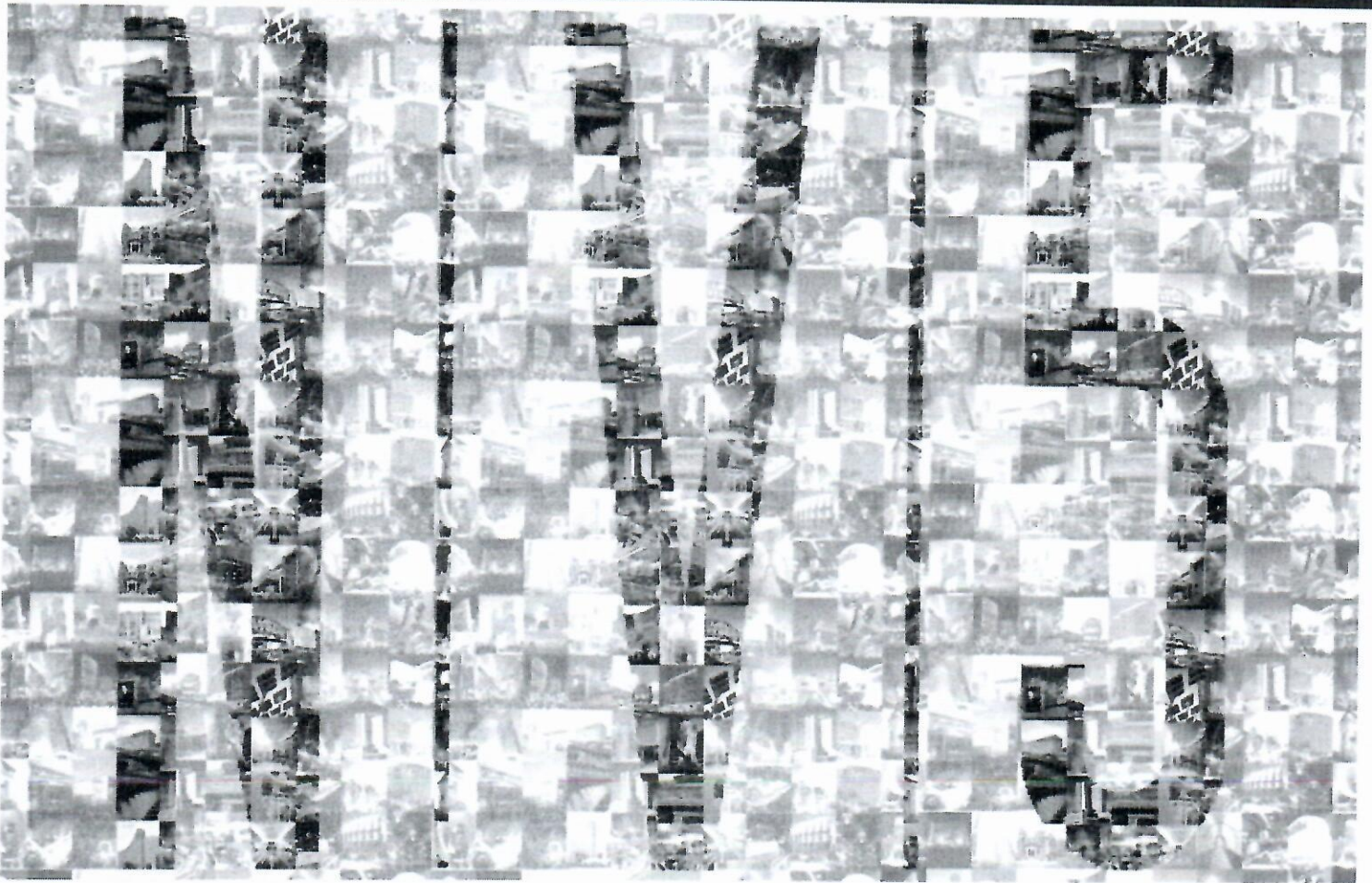
PEX04920B

COMPLETE STREETS DESIGN GUIDE

January 16, 2020

Prepared For:

CITY OF BRIDGEPORT
Purchasing Department
999 Broad Street
Bridgeport, CT 06604



NV5

63 Unquowa Road
Suite 208
Fairfield, CT 06824
203.956.0515

P28819-0007994.00

**TECHNICAL PROPOSAL
(AMENDED SCOPE)**

January 16, 2020

Ms. Lisa Farlow
City of Bridgeport
Purchasing Department
999 Broad Street
Bridgeport, CT 06604

P28819-0007994.00

Re: Proposal – PEX04920B, Complete Streets Design Guide – Amended Scope

Dear Ms. Farlow:

NV5 is pleased to submit our response to the Amended Scope, which was issued on January 9, 2020, requesting additional scope items related to tree species identification and placement.

The updated text addressing the new scope item can be found on page 6 of this proposal, under Task 4. We have resubmitted our cost proposal under separate cover, though we did not feel we needed to modify our fee in order to accommodate the new scope item.

Should you have any questions or require anything further, please contact me by email at Stephen.Normandin@NV5.com, or by phone at (203) 956-0515 ext. 3202.

Thank you for this opportunity, and we look forward to hearing from you.

Sincerely,

NV5 – Connecticut, LLC (NV5)



Stephen Normandin, P.E.
Managing Director
Stephen.Normandin@nv5.com

Task 1: Public Outreach

Community Engagement Meetings: NV5 will conduct two (2) community engagement meetings that will be open to the general public. The first will introduce the project to participants and describe the typologies derived from the existing conditions as well as desired goals as stated in PLAN BRIDGEPORT. The second meeting will be held after the design guide is in draft form with feedback from the TAC (see more about this below).

For each public meeting, the NV5 team will post announcements on the project website ahead of the meeting. Marketing materials will be provided to the City for distribution at the NRZ level, as well as any other outlets that the City feels would help promote the community engagement meetings.

Project Website: NV5 will create a website dedicated to this project. In addition to providing important background and scheduling information for the project, we will use WikiMaps to gather location-specific input from website users at any time, day or night. This is an important tool for getting people involved that may not be able to make one of the in-person meetings. Please visit www.DowntownHicksvilleNY.com for a sample project website, which is currently in use for an ongoing Traffic Safety and Complete Streets study.

The Project Website content anticipated for this project is outlined as follows:

1. Home Page / Project Description & Goals
2. Latest News & Project Documents
3. Frequently Asked Questions
4. WikiMaps Tool
5. Sample Complete Streets Guides & Gallery
6. Project Timeline
7. Contact Information / Questions

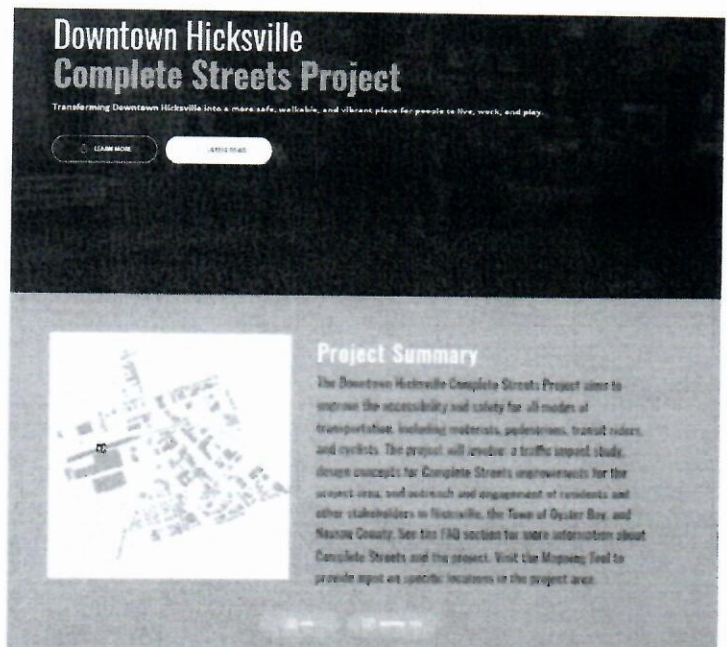
Stakeholder Involvement Meetings:

Three (3) TAC meetings will be held:

- Kick-off meeting to gather input about desired goals from TAC members;
- Progress meeting to discuss updates made based on public input, held approximately 1 month after Community Engagement Meeting 1;
- Presentation of Final Recommendations, after Community Engagement Meeting 2, with final input from the TAC.

Two (2) Community Engagement meetings will be held:

- Progress meeting to discuss updates made based on public input, held after the second TAC meeting;
- Presentation of Final Recommendations, after Community Engagement Meeting 2 and before the final TAC meeting.



NV5 presentation at Pequonnock River Trail Community Meeting

Project Management: Our Project Manager, Chris Lucas, will be available to meet with the Technical Advisory Committee (TAC) as well as the Community Advisory Committee (CAC). Additionally, Chris will be available by phone throughout the week, in addition to bi-weekly status phone calls.

Task 2: Existing Conditions / Street Typologies

At the start of this project, our team will spend time in the field, gathering qualitative data, in addition to spot measurements. This will allow us to ensure we account for the “typical” public right-of-way types in Bridgeport. Through NV5’s work in Bridgeport over the past 5 years, we would be going into this process with a good deal of understanding about the physical conditions, and would likely start with 4-6 typologies based on our existing knowledge. Factors considered will include number of lanes, traffic volumes/speeds, the primary purpose of each corridor, and the utility to provide connections between important or frequent destinations.

Specifically, NV5 will develop a typology of up to six (6) distinct street types representing existing conditions in Bridgeport. This will involve a review of qualitative and quantitative factors associated with different kinds of streets, such as:

- ROW width
- Number of lanes/direction of travel
- Presence/absence of sidewalks
- Presence/absence of bicycle facilities
- Presence/absence of transit
- General context (residential, retail, commercial, etc.)
- Speed limit/85th percentile speed
- Average Daily Traffic
- Observable utilities



NV5 will document existing conditions with photos and supplementary descriptions, notes, dimensions, and summary tables. The existing conditions typology will serve as the basis for public outreach, TAC/CAC coordination, and communication with City staff to identify appropriate Complete Streets design interventions.

The data sources to be utilized shall be obtained from readily-available public websites including CTDOT for traffic volumes and classifications, Greater Bridgeport Transit for bus stop locations and routes, and City of Bridgeport for GIS mapping, roadway network and zoning.

JOB TITLE	SCOPE OF WORK TASK NUMBERS						TOTAL	HOURLY RATE	TOTAL
	Tasks								
	1	2	3	4	5	6			
QA/QC Officer / Principal	12	8	8	16	16	2	62	\$75.00	\$4,650.00
Project Manager	100	40	8	80	100	12	340	\$53.00	\$18,020.00
Planner	40	60	0	60	40	32	232	\$48.00	\$11,136.00
Engineer/ GIS	16	16	32	24	24	16	128	\$42.00	\$5,376.00
Graphics	40	80	8	160	60	0	348	\$36.00	\$12,528.00
TOTALS	208	204	56	340	240	62	1110		\$51,710.00

Multiplier 2.5

TOTAL \$129,275.00

Task Descriptions:

- Task 1: Public Outreach
- Task 2: Existing Conditions / Street Typologies
- Task 3: Underground Utilization
- Task 4: Develop a Graphic-rich Design Guide
- Task 5: Implementation Plan
- Task 6: Ordinance Review

Task 3: Underground Utilization

NV5 will conduct up to three interviews with key staff from the Bridgeport Departments of Engineering, Parks & Recreation, Public Facilities and the Water Pollution Control Authority, to discuss the relationship between Complete Streets and underground utilities.

Based on past experience with comparative cities in the northeast, NV5 is well aware of significant challenges related to historical underground utilities as they relate to Complete Streets vision. Common factors that are encountered include:

- Significantly aged utility structures and the need to ensure that utility replacement is fully considered prior to major street re-construction project,
- Existing stormwater drainage patterns, often tied into separate stormwater/sanitary sewer systems,
- Existing basements and/or vaults that extend beneath streets and sidewalks.



At the same time, this Design Guide provides a timely opportunity for Bridgeport to consider ways to future-proof their City streets with the inclusion of fiber optic cable and other Smart City technologies. NV5 will make sure that Smart City technology is among the critical utility infrastructure that is embedded in both the Implementation Plan and Ordinance Review stages of the project.

NV5 will coordinate the interview findings with the TAC and CAC, along with a review of emerging Smart City technologies, to facilitate discussion and identify a general approach to underground utility placement that supports Complete Streets in the future, while accounting for the complexity and expense of existing systems.

NV5 will not be responsible for mapping, survey, and indication of existing utilities.

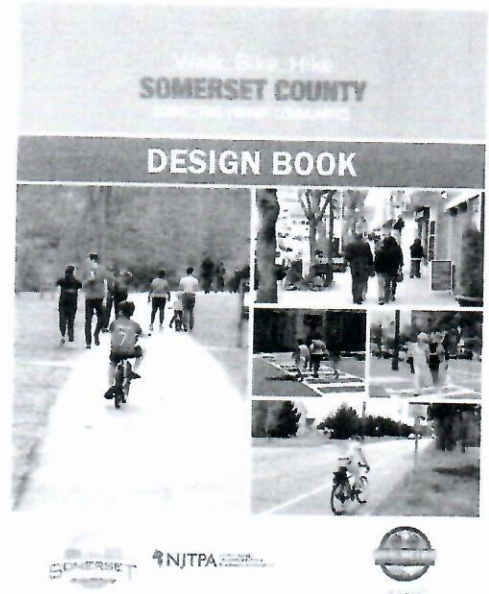
Task 4: Develop a Graphic-rich Design Guide

NV5 has provided various types of design guidance, including example photos from around the nation, photos of existing treatments in Bridgeport and in comparable urban environments, illustrated plans or cross-sections, and even photo simulations and 3D models. Each context and budget calls for a tailored approach.

For this design guide we proposed using mostly photographic examples, with references to NACTO design guidance for key treatments. Photos from Bridgeport will be included as often as possible, filled in with photos from other similarly scaled urban places. Rather than spending valuable budget dollars re-creating generic 3D models of treatments that already exist in the NACTO design guidance, NV5 proposes a similar approach to the Pattern Books we have produced for clients in northern New Jersey.

Recent examples include the [Somerset County Design Book](#) and the [Greater Mercer Pattern Book](#), both available using the hyperlinks in the body of this text.

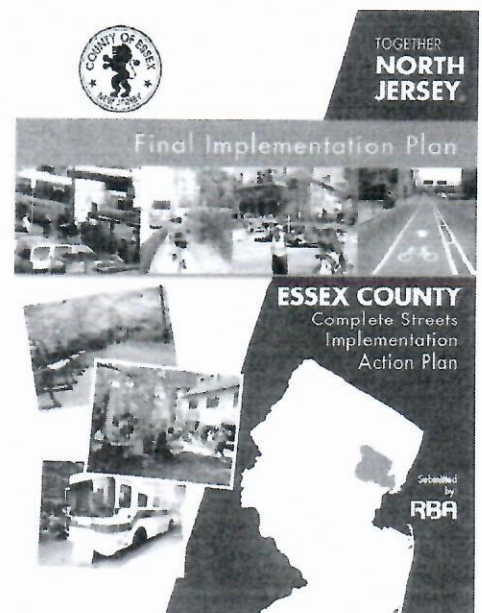
Our registered landscape architects will identify a group of typical street tree species appropriate for each street typology. Tree types will include both “wire-friendly” trees where overhead utilities exist, regular shade street trees where there are no utility conflicts, as well a different shapes of canopies appropriate for each street typology. A recommendation for typical placement within the sidewalk will be provided along with basic guidelines for tree pit size, protection and frequency. We will endeavor to specify the use of hardy disease and pollution resistant native species suitable for Bridgeport’s particular climate zone. Where special conditions warrant, we may identify select genus, species and/or cultivars that are not strictly native to the northeastern United States.



Task 5: Implementation Plan

An implementation plan is a blueprint for implementing Complete Streets, with mechanisms for including complete streets in all types of projects at all phases of work, as well as to justify NOT implementing complete streets on any project, based on appropriateness. Having the interest, and even having a policy in place, does not create Complete Streets or get Complete Streets projects built. Many times, with a policy on the books, municipalities miss out by not providing oversight of business as usual. The reason is that although a policy has been enacted, no new protocols are in place, so each new project tends to be treated the same as it was before there was policy language to encourage Complete Streets design.

Working with OPED staff as well as the TAC, and using our knowledge from working in Bridgeport in recent years, NV5 will identify technical groups that are involved with implementing complete streets. Each of these groups, or offices within the City government, should review every project passing through for appropriateness of adding complete streets treatments. It is important to remember that complete streets and accommodations for ALL modes are not going to be appropriate



everywhere. The key to an Implementation Plan is to raise the consideration when a new project or maintenance activity takes place. There are often ways to include complete streets, sometimes without excessive cost, but they need to be considered as part of everyday decision making.

An Implementation Plan does not specify where each treatment should or could be applied. That is the function of a Master Plan, which can be undertaken separately for pedestrians, bicycles, or both. Similarly, transit upgrades may result from pairings of street typologies provided under this project, but the Design Guide nor Implementation Plan will not specify what corridors should be given transit priority. However, when a street reconstruction project is initiated at the planning stage, the Implementation Plan will provide ways to incorporate complete streets.

If a final design project is beginning, the Implementation Plan will also include ways to incorporate complete streets at that phase. The later in the design process, the more delays are possible, so incorporating complete streets for all new projects at any phase is the most effective way. However, it is better than the consideration be made, even if late in the process, since the alternative is never considering and including those treatments at all.

For a closer look at a completed Implementation Plan, please use this link to view the [Essex County Complete Streets Implementation Plan](#).

Task 6: Ordinance Review

As part of this project, NV5 will review the existing municipal ordinance related to Complete Streets. We will propose changes to the language, as appropriate, based on best practices for similar Complete Streets-friendly ordinance language.

SUMMARY

NV5 performed the Alignment Study for the Pequonnock River Trail, and subsequently has been completing the design of the selected route. Our experience working directly with the Office of Planning and Economic Development on the Pequonnock River Trail, in addition to our national recognition as leaders in bicycle and pedestrian design, make our team uniquely suited to fulfill the needs of this contract. Most of NV5's work shares the goal of this design guide: to make a *bike and walk friendly place*. With *Plan Bridgeport* in place, the groundwork of gathering support has led to some policy initiatives, cementing the City's intention to realize streets that are more connected and safer for many modes of travel.

**Scope of Work
And Deliverable(s)**

SCOPE OF WORK

Task 1: Public Outreach

Community Engagement Meetings: NV5 will conduct two (2) community engagement meetings that will be open to the general public. The first will introduce the project to participants and describe the typologies derived from the existing conditions as well as desired goals as stated in PLAN BRIDGEPORT. The second meeting will be held after the design guide is in draft form with feedback from the TAC (see more about this below). For each public meeting, the NV5 team will post announcements on the project website ahead of the meeting. Marketing materials will be provided to the City for distribution at the NRZ level, as well as any other outlets that the City feels would help promote the community engagement meetings. NV5 will create a website for this project. In addition to providing important background and scheduling information, we will use WikiMaps to gather location-specific input from website users at any time, day or night. This is an important tool for getting people involved that may not be able to make one of the in-person meetings. Three (3) TAC meetings will be held: 1. Kick-off meeting to gather input about desired goals from TAC members; 2. Progress meeting to discuss updates made based on public input, held approximately 1 month after Community Engagement Meeting 1; 3. Presentation of Final Recommendations, after Community Engagement Meeting 2, with final input from the TAC. Our Project Manager, Chris Lucas, will be available by phone throughout the week, in addition to bi-weekly status phone calls.

Task 2: Existing Conditions / Street Typologies

At the start of this project, our team will spend time in the field, gathering qualitative data, in addition to spot measurements. This will allow us to ensure we account for the “typical” public right-of-way types in Bridgeport. Through NV5’s work in Bridgeport over the past 5 years, we would likely start with 4-6 typologies based on our existing knowledge, including number of lanes, traffic volumes/speeds, each corridor’s primary purpose, and connections between key destinations.

Specifically, NV5 will develop a typology of up to six (6) distinct street types representing existing conditions in Bridgeport. This will involve a review of qualitative and quantitative factors associated with different kinds of streets, such as ROW width, number of lanes/direction of travel, presence/absence of sidewalks, presence/absence of bicycle facilities and transit; general context (residential, retail, commercial, etc), speed limit/85th percentile speed, Average Daily Traffic and observable utilities.

NV5 will document existing conditions with photos and supplementary descriptions, notes, dimensions, and summary tables. The existing conditions typology will serve as the basis for public outreach, TAC/CAC coordination, and communication with City staff to identify appropriate Complete Streets design interventions.

The data sources to be utilized shall be obtained from readily-available public websites including CTDOT for traffic volumes and classifications, Greater Bridgeport Transit for bus stop locations and routes, and City of Bridgeport for GIS mapping, roadway network and zoning.

Task 3: Underground Utilization

NV5 will conduct up to three interviews with key staff from the Bridgeport Departments of Engineering, Parks & Recreation, Public Facilities and the Water Pollution Control Authority, to discuss the relationship between Complete Streets and underground utilities. Based on past experience with comparative cities in the northeast, NV5 is well aware of significant challenges related to historical underground utilities as they relate to Complete Streets vision. At the same time, this Design Guide provides a timely opportunity for Bridgeport to consider ways to future-proof their City streets with the inclusion of fiber optic cable and other Smart City technologies. NV5 will make sure that Smart City technology is among the critical utility infrastructure that is embedded in both the Implementation Plan and Ordinance Review stages of the project. NV5 will coordinate the interview findings with the TAC and CAC, along with a review of emerging Smart City technologies, to facilitate discussion and identify a general approach to underground utility placement that supports Complete Streets in the future, while accounting for the complexity and expense of existing systems. NV5 will not be responsible for mapping, survey, and indication of existing utilities.

Task 4: Develop a Graphic-rich Design Guide

The purpose of this Design Guide is to provide all of the reference information needed to Public Facilities, utility companies (or their subconsultants) and developers when working in the right-of-way.

NV5 will create typical cross sections for each design treatment, with plans to illustrate intersection designs, and in other cases when appropriate. Photos will be used as examples. References to NACTO design guidance will be included for key treatments.

Our registered landscape architects will identify a group of typical street tree species appropriate for each street typology. Tree types will include both “wire-friendly” trees where overhead utilities exist, regular shade street trees where there are no utility conflicts, as well as a different shapes of canopies appropriate for each street typology. A recommendation for typical placement within the sidewalk will be provided along with basic guidelines for tree pit size, protection and frequency. We will endeavor to specify the use of hardy disease and pollution resistant native species suitable for Bridgeport’s particular climate zone. Where special conditions warrant, we may identify select genus, species and/or cultivars that are not strictly native to the northeastern United States.

Task 5: Implementation Plan

The City of Bridgeport interprets an Implementation Plan to be a plan prioritizing features to be implemented on specific roadways, when changes to those roadways are being considered by Public Facilities, utility companies and developers. The NV5 interpretation of an Implementation Plan relates to instituting procedures to shift business as usual to focus on and address complete streets for any and all potential roadway improvements. To specify which treatments should or could be prioritized for all of Bridgeport’s streets would be the function of a Master Planning process, a deliverable which does not match the level of effort that was anticipated for Task 5: Implementation Plan.

However, with the goal of achieving the City’s goals within the anticipated/proposed level of detail, the NV5 team is committed to working with Bridgeport Planning staff to highlight key corridors that critically require the prioritization of one or more modes. Whether one or more typical corridors are flagged for each typology, or the top priority corridor is identified for each Neighborhood Zone, NV5 will work with City of Bridgeport Planning staff to achieve the desired outcome while matching the general level of effort envisioned for Task 5. Among the data inputs considered will be proposed bicycle network data provided by Bridgeport, bus routes, and information from other ongoing multi-modal projects, as well as information gathered from meetings with the public as well as the TAC and CAC.

Task 6: Ordinance Review

As part of this project, NV5 will review the existing municipal ordinance related to Complete Streets. We will propose changes to the language, as appropriate, based on best practices for similar Complete Streets-friendly ordinance language.

Exhibit 4

**Cost Proposal
On a Not-To-Exceed Basis**

PEX04920B

COMPLETE STREETS DESIGN GUIDE

January 16, 2020

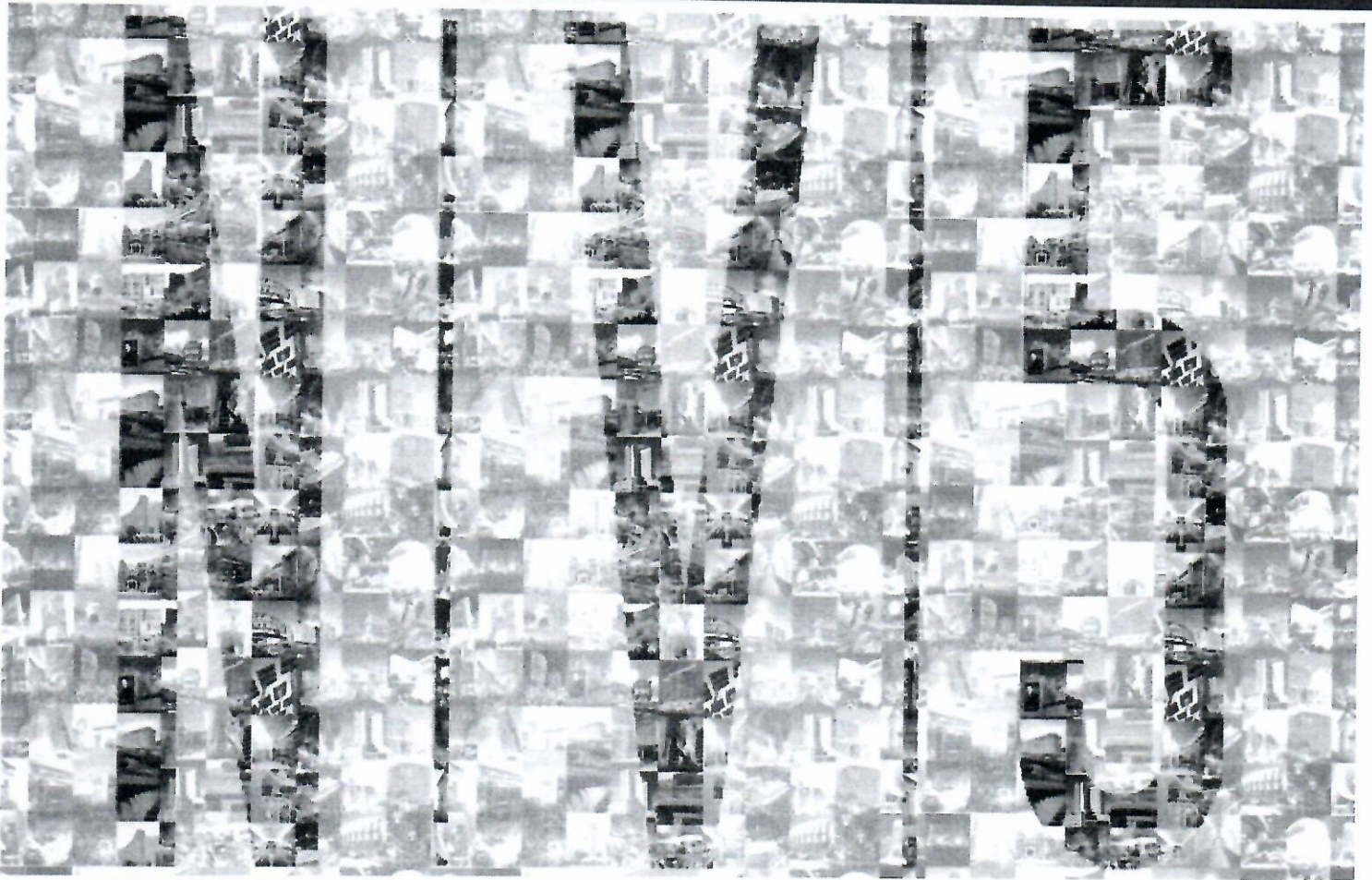
Prepared For:

CITY OF BRIDGEPORT

Purchasing Department

999 Broad Street

Bridgeport, CT 06604



N V 5

63 Unquowa Road
Suite 208
Fairfield, CT 06824
203.956.0515

P28819-0007994.00

**COST PROPOSAL
(AMENDED SCOPE)**

Item # *81-19 Consent Calendar

Resolution regarding Council Action on Governor Lamont's Executive Order 7S relating to Collection of Property Taxes.



**Report
of
Committee
on
Budget and Appropriations**

City Council Meeting Date: April 20, 2020

Attest:

Lydia N. Martinez

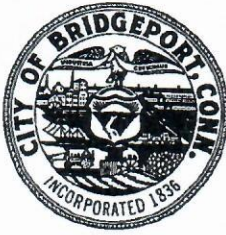
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

(Report returned from Mayor not signed on May 6, 2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *81-19 Consent Calendar

**Resolution regarding Required Council Action on
Governor Lamont's Executive Order 7S Relating to Collection of Property Taxes**

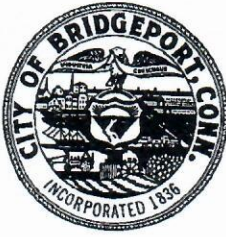
WHEREAS, on Wednesday, April 1, 2020, Governor Lamont issued Executive Order 7S impacting municipalities' collection of property taxes and requiring all municipalities to take time sensitive action; and,

WHEREAS, municipalities are asked to select from two relief programs offered for eligible taxpayers, businesses, and nonprofits; and,

WHEREAS, option 1 allows for the City of Bridgeport to establish a "Deferment Program" which would offer to eligible taxpayers, businesses, nonprofits, and residents a deferment by ninety (90) days of any taxes on real property, personal property or motor vehicles, or municipal water, sewer and electric rates, charges or assessments for such tax, rate, charge, or assessment from the time that it became due and payable. However, such relief is limited to "[e]ligible taxpayers, businesses, nonprofits, and residents [] that attest to or document significant economic impact by CO VID-19, and/or those that document they are providing relief to those significantly affected by the COVID-19 pandemic." and,

WHEREAS, option 2 allows for the City of Bridgeport to implement an across the board interest rate reduction from eighteen (18) percent per annum to three (3) percent per annum "for any such tax, rate, charge, or assessment due and payable from March 10 through and including July 1, 2020;" and,

WHEREAS, option 2 provides assistance to a greater number of taxpayers, does not place a burden of proof on taxpayers to document and attest to COVID-19 related hardships, is much easier for the Office of the Tax Collector to administer, and will not have as much of an impact on the City's cashflow.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *81-19 Consent Calendar

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NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council that, pursuant to and in accordance with Governor Lamont's Executive Order 7S, Section 6, the City of Bridgeport hereby implements the following Low Interest Rate Program: Notwithstanding Section 12-146 of the General Statutes, (i) the delinquent portion of the principal of any taxes on real property, personal property or motor vehicles, or municipal water, sewer and electric charges or assessments or part thereof shall be subject to interest at the rate of three (3) per cent per annum for ninety days from the time when it became due and payable until the same is paid, for any such tax, rate, charge, or assessment due and payable from March 10 through and including July 1, 2020, unless such delinquent portion is subject to interest and penalties at less than three (3) per cent per annum. Following the ninety days, the portion that remains delinquent shall be subject to interest and penalties as previously established; and (ii) any portion of the principal of any taxes on real property, personal property or motor vehicles, or municipal water, sewer and electric rates, charges or assessments or part thereof that had been delinquent on or prior to March 10, shall be subject to interest at the rate of three (3) per cent per annum for ninety days from this Order, unless such delinquent portion is subject to interest and penalties at less than three (3) per cent per annum. Following the ninety (90) days, the portion that remains delinquent shall be subject to interest and penalties as previously established.

BE IT FURTHER RESOLVED that the form entitled "GOVERNOR'S EXECUTIVE ORDER 7S SECTION 6 MUNICIPALITY PROGRAM ELECTION" be filled out by the appropriate City officials and transmitted to the State of Connecticut Office of Policy and Management by the April 25, 2020 deadline imposed by the Governor in Executive Order 7S.



City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *81-19 Consent Calendar

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RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

Scott Burns, Co-Chair

Michael A. DeFilippo, Co-Chair

Denese Taylor-Moye

Jeanette Herron

Matthew McCarthy

Jorge Cruz, Sr.

Ernest E. Newtown, II

City Council Date: April 20, 2020

Item # *79-19 Consent Calendar

Resolution Making and Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement – Civic Block.



**Report
of
Joint Committee
on
Economic Community and Debevelopment and
Environment & Contracts**

City Council Meeting Date: April 20, 2020

Attest:

Lydia N. Martinez

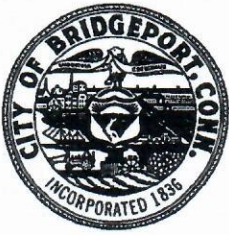
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

(Report returned from Mayor not signed on May 6, 2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *79-19 Consent Calendar

RESOLUTION MAKING CERTAIN FINDINGS REQUIRED BY THE CITY AND TOWN DEVELOPMENT ACT

As Precursor to Consideration of a Tax Incentive Development Agreement for the Civic Block

WHEREAS, the *Connecticut City and Town Development Act* (Chapter 114 of the *Connecticut General Statutes*, herein referred to as the “Act”) allows municipalities to exercise certain economic development powers;

WHEREAS, the Act requires that in connection with, and as precursor to, the exercise of any such powers, the City Council must make certain findings as are more particularly detailed within the Act, in Section 7-485 of the *Connecticut General Statutes* (see Attachment A);

WHEREAS, the City’s Office of Planning and Economic Development has presented to the City Council via separate submittal a separate resolution that would authorize a Tax Incentive Development Agreement (the “**Agreement**”) for the Civic Block Redevelopment.

WHEREAS, the City Council wishes to consider that Agreement pursuant to the provisions of the Act;

NOW THEREFORE BE IT RESOLVED that the Bridgeport City Council hereby makes the following eight findings and determinations:

(1) An unreasonable number of residents of the municipality are subject to hardship in finding employment and adequate, safe and sanitary housing;

(2) Conditions of blight and deterioration exist in parts of the municipality or the municipality would substantially benefit from the renovation, rehabilitation or construction of commercial or residential properties;

(3) Private enterprise is not meeting such need for employment, housing, the reduction of blight and deterioration, or the renovation, rehabilitation or construction of commercial or residential properties;



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts

Item No. *79-19 Consent Calendar

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(4) The need for employment and adequate, safe and sanitary housing will be lessened and the municipality will be revitalized by the exercise of the powers granted under this chapter;

(5) Adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance and insurance of all development property;

(6) A feasible method exists and shall be utilized for the relocation into safe and sanitary dwellings of comparable rent of families and individuals displaced as a consequence of the exercise of any power granted under this chapter and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by this chapter for the public benefit;

(7) Development property shall not be acquired or disposed of without due consideration of the environmental and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services;

(8) The acquisition or disposition of all development property shall advance the public interest, general health, safety and welfare, and development, growth and prosperity of the municipality.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts

Item No. *79-19 Consent Calendar

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RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT
AND CONTRACTS

Jeanette Herron, D-133rd, Co-Chair

Ernest E. Newton II, D-139th, Co-Chair

M. Evette Brantley, D-132nd Co-Chair

Maria I. Valle, D-137th, Co-Chair

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

Rosalina Roman-Christy, D-135th

Scott Burns, D-130th

Mary A. McBride-Lee, D-135th

City Council Date: April 20, 2020

Attachment A

Sec. 7-485. Required municipal findings and determinations. Discretionary referendum. (a) No power granted to a municipality under this chapter may be exercised unless and until the municipality shall have found and determined by resolution that conditions substantially as described in section 7-481 exist in the municipality, are continuing and may be ameliorated by the exercise of the powers granted under this chapter. Such resolution shall include the following findings and determinations and the following standards for the implementation of the powers granted under this chapter: (1) An unreasonable number of residents of the municipality are subject to hardship in finding employment and adequate, safe and sanitary housing; (2) conditions of blight and deterioration exist in parts of the municipality or the municipality would substantially benefit from the renovation, rehabilitation or construction of commercial or residential properties; (3) private enterprise is not meeting such need for employment, housing, the reduction of blight and deterioration, or the renovation, rehabilitation or construction of commercial or residential properties; (4) the need for employment and adequate, safe and sanitary housing will be lessened and the municipality will be revitalized by the exercise of the powers granted under this chapter; (5) adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance and insurance of all development property; (6) a feasible method exists and shall be utilized for the relocation into safe and sanitary dwellings of comparable rent of families and individuals displaced as a consequence of the exercise of any power granted under this chapter and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by this chapter for the public benefit; (7) development property shall not be acquired or disposed of without due consideration of the environmental and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services; (8) the acquisition or disposition of all development property shall advance the public interest, general health, safety and welfare, and development, growth and prosperity of the municipality.

(b) Each resolution adopted pursuant to subsection (a) of this section may be submitted to the electors of the municipality for their approval. If the legislative body of a municipality votes to submit a resolution to the electors of the municipality, not later than fourteen days after the adoption of such resolution a copy of such resolution shall be published in a newspaper having a general circulation within the municipality in which such resolution was adopted together with a notice of the time that a referendum shall be held on the question of approval of such resolution. The question of approval of such resolution shall be submitted to the electors of such municipality at a special election called for such purpose to be held not less than thirty days, nor more than sixty days, after adoption of such resolution, in conformity with the provisions of section 9-369 or, if a regular municipal election is to be held more than sixty days, but

not more than one hundred twenty days, after the adoption of such resolution, such question shall be so submitted at such regular election and a vote thereon shall be taken in the manner prescribed by said section 9-369. If a majority of those voting in any such referendum vote to approve such resolution, such resolution shall thereupon become effective. If less than a majority of those voting in any such referendum vote to approve such resolution, it shall become null and void.

(c) Any resolution adopted pursuant to this section shall specify the period for which such resolution shall be effective, provided no such resolution shall be effective for a period in excess of five years from the effective date of such resolution. Upon the expiration of the effective period of any resolution adopted pursuant to this section: (1) Any indebtedness contracted, encumbrances made or commitments entered into by a municipality by resolution or contracts executed pursuant to resolution, including all proceedings related thereto, shall be valid and binding in accordance with their terms respectively and shall be of full force and effect if incurred, adopted or executed respectively during the period in which such resolution referred to in this section is effective and the municipality shall have all powers herein conferred with respect thereto notwithstanding the expiration of such period; and (2) the municipality which adopted such resolution shall not be authorized to exercise any powers created by this chapter, provided any such municipality shall be authorized to continue to exercise all powers created by this chapter in regard to any development property in regard to which any contract or lease has been previously entered into by such municipality with a sponsor or in regard to which any bonds or notes have been issued by such municipality.

(July Sp. Sess. P.A. 75-2, S. 6, 25; P.A. 16-133, S. 2.)

History: P.A. 16-133 amended Subsec. (a) by adding “parts of” and provision re municipality would substantially benefit from renovation, rehabilitation or construction of commercial or residential properties in Subdiv. (2), and adding reference to renovation, rehabilitation or construction of commercial or residential properties in Subdiv. (3), amended Subsec. (b) by substituting “may” for “shall” in provision re submittal to electors, and made technical changes.

(Return to Chapter
Table of Contents)

(Return to
List of Chapters)

(Return to
List of Titles)

Item# 12-19

Amendment to the Municipal Code of Ordinances, Chapter 2.06 – Common Council, amend to add New Section 2.06.070 – Office of Legislative Services, **DENIED**. (Reject and Approved on 4/20/2020)



**Report
of
Committee
on
Ordinance**

City Council Meeting Date: April 20, 2020

Lydia N. Martinez

Attest: _____

Lydia N. Martinez, City Clerk

Approved by: _____

Joseph P. Ganim, Mayor

Date Signed: _____

(Report returned from Mayor not signed on May 6, 2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on **Ordinances** begs leave to report; and recommends **DENIAL** of the following resolution:

Item No. 12-19

*Amendment to the Municipal Code of Ordinances
Establishing An Office of Legislative Services*

WHEREAS, Chapter 5, Section 6 of the Charter of the City of Bridgeport states “The city council may, by ordinance, provide for the establishment of a non-partisan office of legislative services to assist the members of the council in the performance of their official duties;” and,

WHEREAS, the Annual Budget of the City of Bridgeport has included “Legislative Services” as a separate and independent “department” of the City with its own operating budget under the discretion of the Council President; and,

WHEREAS, the City Council has a physical Office of Legislative Services in the Margaret Morton Government Center; and,

WHEREAS, the establishment of an Office of Legislative Services will give the City Council the ability to appropriate resources to aid City Council members in the performance of their official duties;

NOW, THEREFORE BE IT ORDAINED by the City Council, that there shall be an Office of Legislative Services established in the City of Bridgeport pursuant to Chapter 5, Section 6 of the Charter of the City of Bridgeport.

BE IT FURTHER ORDAINED that, effective upon publication, the following new language included in Exhibit A be made a part of Chapter 2.06 of the Municipal Code of Ordinances.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Ordinances**
Item No. 12-19

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EXHIBIT A

Chapter 2.06 - COMMON COUNCIL

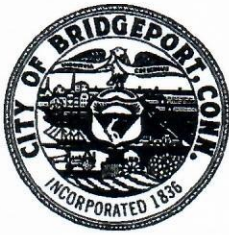
2.06.010 - Districts for election of council members.

- A. The town and city is hereby divided into ten districts for the election of members of the city council.
 1. Each district for the election of members of the city council shall consist of the residents of the census blocks listed for that district on the attached census block list.
 2. The information on the census block list shall be recorded on a census block map and on a street map of the city of Bridgeport.
 3. The census block list and maps, both dated 2010 (Plan 3), shall be filed in and available to the public in the office of the city clerk.
 4. In the event of conflict between the maps and the census block list, the census block list shall control.
- B. There shall be two members of the city council elected from each district.
- C. This section shall remain in place until a new plan is adopted following the next decennial federal census pursuant to [C.G.S. Sec. 9-169f and the] city Charter, Chapter 5, Section 2, and governing statutory and constitutional provisions [as a result of, or as otherwise required by statute or court order].
- D. The plan of districting hereby adopted, and set forth in the attached 2010 (Plan 3) census block list and maps, and the ten districts established herein shall be utilized for the 2012 Bridgeport municipal elections.

(Ord. dated 5/16/94; Ord. dated 5/27/93; prior code § 2-25) (Ord. dated 6/20/11)

2.06.020 - Regular meetings.

Regular meetings of the city council, except during the months of July and August annually, and during November of each odd-numbered (municipal election) year, shall be held on the first and third Monday of each month at seven p.m., except when either day is a legal holiday, in which case the meeting shall be held on the following Tuesday. The city council shall also meet at such other times to which it shall adjourn. During the months of July and August annually, and during November of each odd-numbered (municipal election) year, the regular



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Ordinances**

Item No. 12-19

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meetings of the city council shall be held on the first Monday of each said months, except when either day is a legal holiday, in which case the meeting shall be held on the following Tuesday. All regular meetings of the city council shall be held in the city council chambers, unless otherwise ordered by the city council.

(Ord. dated 2/17/98: prior code § 2-26)

2.06.030 - Special meetings.

Notice of special meetings of the city council shall be given by causing the call of any such meeting, signed by the mayor, to be served by a city sheriff or some indifferent person reading the same to, or leaving a true and attested copy thereof with or at the usual place of abode of the mayor and each council member, at least twenty-four (24) hours before the hour designated for holding any such meeting, or when necessary, as provided in Chapter 5, Section 10(b) of the city Charter; and the person making such service shall at once make return of his doings upon such call, and file the same with the city clerk. The city council, when convened in special meeting under such call, may act upon any matter that may be mentioned in such call.

(Ord. dated 12/21/92 § 30: prior code § 2-27)

2.06.040 - Reimbursement of council member's expenses.

Each council member may receive annually reimbursement for expenses incurred in the discharge of duties as a council member subject to budget appropriation. The budget committee shall appropriate an equal stipend amount for each city council member. Said reimbursement is to be paid as follows: the appropriate financial authority shall set up an expense account for each council member. Twenty-five percent (25%) of the annually budgeted amount shall be paid commencing December 1, 1999, and quarterly thereafter; if the recipient has submitted a certified state of statement of the expenses incurred together with supporting documentation or other reasonable and satisfactory evidence of said expenses to the finance department. If the certified statement of expenses submitted is less than the amount received for that quarter, the next quarterly payment shall be reduced by the amount of expenses not certified. Amounts from each council member's equalized annual budget allocation may be advanced as reasonable and appropriate. There shall be no carry over of unexpended certified expenses at the end of the term. Said expenses will be reimbursed to each council member by the city treasurer no later than thirty (30) days after the submission of said statement.

(Ord. dated 11/1/99: Ord. dated 7/2/97 (part): Ord. dated 10/4/93: prior code § 2-30)



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Ordinances**

Item No. 12-19

-4-

2.06.050 - Violation—Penalty.

Any person who shall violate any order or resolution of the city council or who shall refuse or neglect to comply with the terms, directions or requirements of any order or resolution of the city council shall be punished as provided in Chapter 1.12 of this code.

(Ord. dated 12/21/92 § 32: prior code § 2-29)

2.06.060 - City council procurement of financial information as a prerequisite to budget transfers.

- A. All requests for transfers of ten thousand dollars (\$10,000.00) or more in the aggregate in any one fiscal year between subline item accounts of the adopted annual operating budget submitted to the city council (pursuant to Bridgeport Charter Chapter 9, Section 5(i)) shall be accompanied by supporting documentation necessary and sufficient to disclose and explain the reason or basis for the requested transfer, the particular purpose for which the transferred dollars will be expended and any and all contracts, agreements, purchases or other purposes for which the transferred funds will be utilized; and
- B. Any transfers between the line item accounts (salary, overtime, fringe benefits and operating and special services) shall be submitted to the city council for approval with all supporting documentation for the requested transfer regardless of the dollar amount.

(Ord. dated 8/6/01)

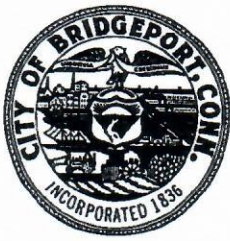
NEW SECTION ADDED:

2.06.070 – Office of Legislative Services

A. There is hereby established an Office of Legislative Services, which shall be non-partisan and shall assist the members of the City Council in the performance of their official duties.

B. The Office of Legislative Services shall have its own budget for resources which may be deemed necessary to the proper and effective functioning of the City Council and the Office of Legislative Services.

C. This section shall in no way amend or usurp the duties of the Office of the City Clerk established by the Charter of the City of Bridgeport or the Code of Ordinances to serve the City Council and its committees.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Ordinances**

Item No. 12-19

-5-

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ORDINANCES**

Eneida L. Martinez, **Co-Chair**

Marcus A. Brown, **Co-Chair**

Michelle A. Lyons

Ernest E. Newton, II

Rosalina Roman-Christy

Avelino D. Silva

Maria I. Valle

City Council Date: April 20, 2020

Item# 70-19

Resolution Making Certain Findings required to Reauthorize the Connecticut City and Town Development Act, **DENIED**-(Reject and Approved on April 20, 2020)



**Report
of
Committee
on
Ordinance**

City Council Meeting Date: April 20, 2020

Lydia N. Martinez

Attest: _____
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

(Report returned from Mayor not signed on May 6, 2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

The Committee on **Ordinances** begs leave to report; and recommends **DENIAL** of the following resolution:

Item No. 70-19

RESOLUTION MAKING CERTAIN FINDINGS REQUIRED BY THE CITY AND TOWN DEVELOPMENT ACT

WHEREAS, the City of Bridgeport and its residents require substantial further development of employment opportunities, an upgrade of the housing stock, and construction and restoration of manufacturing and commercial properties; and

WHEREAS, the Connecticut General Assembly, in recognition of unemployment, a shortage of housing, substandard housing, and deteriorated, vacant or underutilized commercial/industrial properties in municipalities throughout the state enacted legislation known as the *Connecticut City and Town Development Act* (Chapter 114 of the *Connecticut General Statutes*), which allows municipalities to realize benefits of this enactment through the passage of a resolution making certain findings and determinations;

WHEREAS, the *City and Town Development Act* (the "Act") requires that the City Council make these certain findings in connection with its desire to reauthorize for a period of five years the City's ability to exercise powers pursuant to the Act;

WHEREAS, such findings are more particularly detailed within the *Act*, in Section 7-485 of the *Connecticut General Statutes* (see Attachment A);

NOW THEREFORE BE IT RESOLVED that the Bridgeport City Council hereby makes the following eight findings and determinations:

- (1) An unreasonable number of residents of the municipality are subject to hardship in finding employment and adequate, safe and sanitary housing;
- (2) Conditions of blight and deterioration exist in parts of the municipality or the municipality would substantially benefit from the renovation, rehabilitation or construction of commercial or residential properties;
- (3) Private enterprise is not meeting such need form employment, housing, the reduction of blight and deterioration, or the renovation, rehabilitation or construction of commercial or residential properties;
- (4) The need for employment and adequate, safe and sanitary housing will be lessened and the municipality will be revitalized by the exercise of the powers granted under this chapter;
- (5) Adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance and insurance of all development property;



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
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- (6) A feasible method exists and shall be utilized for the relocation into safe and sanitary dwellings of comparable rent of families and individuals displaced as a consequence of the exercise of any power granted under this chapter and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by this chapter for the public benefit;
- (7) Development property shall not be acquired or disposed of without due consideration of the environmental and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services;
- (8) The acquisition or disposition of all development property shall advance the public interest, general health, safety and welfare, and development, growth and prosperity of the municipality.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ORDINANCES**

Eneida L. Martinez, **Co-Chair**

Marcus A. Brown, **Co-Chair**

Michelle A. Lyons

Ernest E. Newton, II

Rosalina Roman-Christy

Avelino D. Silva

Maria I. Valle

City Council Date: April 20, 2020

Attachment A

Sec. 7-485. Required municipal findings and determinations. Discretionary referendum. (a) No power granted to a municipality under this chapter may be exercised unless and until the municipality shall have found and determined by resolution that conditions substantially as described in section 7-481 exist in the municipality, are continuing and may be ameliorated by the exercise of the powers granted under this chapter. Such resolution shall include the following findings and determinations and the following standards for the implementation of the powers granted under this chapter: (1) An unreasonable number of residents of the municipality are subject to hardship in finding employment and adequate, safe and sanitary housing; (2) conditions of blight and deterioration exist in parts of the municipality or the municipality would substantially benefit from the renovation, rehabilitation or construction of commercial or residential properties; (3) private enterprise is not meeting such need for employment, housing, the reduction of blight and deterioration, or the renovation, rehabilitation or construction of commercial or residential properties; (4) the need for employment and adequate, safe and sanitary housing will be lessened and the municipality will be revitalized by the exercise of the powers granted under this chapter; (5) adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance and insurance of all development property; (6) a feasible method exists and shall be utilized for the relocation into safe and sanitary dwellings of comparable rent of families and individuals displaced as a consequence of the exercise of any power granted under this chapter and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by this chapter for the public benefit; (7) development property shall not be acquired or disposed of without due consideration of the environmental and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services; (8) the acquisition or disposition of all development property shall advance the public interest, general health, safety and welfare, and development, growth and prosperity of the municipality.

(b) Each resolution adopted pursuant to subsection (a) of this section may be submitted to the electors of the municipality for their approval. If the legislative body of a municipality votes to submit a resolution to the electors of the municipality, not later than fourteen days after the adoption of such resolution a copy of such resolution shall be published in a newspaper having a general circulation within the municipality in which such resolution was adopted together with a notice of the time that a referendum shall be held on the question of approval of such resolution. The question of approval of such resolution shall be submitted to the electors of such municipality at a special election called for such purpose to be held not less than thirty days, nor more than sixty days, after adoption of such resolution, in conformity with the provisions of section 9-369 or, if a regular municipal election is to be held more than sixty days, but

not more than one hundred twenty days, after the adoption of such resolution, such question shall be so submitted at such regular election and a vote thereon shall be taken in the manner prescribed by said section 9-369. If a majority of those voting in any such referendum vote to approve such resolution, such resolution shall thereupon become effective. If less than a majority of those voting in any such referendum vote to approve such resolution, it shall become null and void.

(c) Any resolution adopted pursuant to this section shall specify the period for which such resolution shall be effective, provided no such resolution shall be effective for a period in excess of five years from the effective date of such resolution. Upon the expiration of the effective period of any resolution adopted pursuant to this section: (1) Any indebtedness contracted, encumbrances made or commitments entered into by a municipality by resolution or contracts executed pursuant to resolution, including all proceedings related thereto, shall be valid and binding in accordance with their terms respectively and shall be of full force and effect if incurred, adopted or executed respectively during the period in which such resolution referred to in this section is effective and the municipality shall have all powers herein conferred with respect thereto notwithstanding the expiration of such period; and (2) the municipality which adopted such resolution shall not be authorized to exercise any powers created by this chapter, provided any such municipality shall be authorized to continue to exercise all powers created by this chapter in regard to any development property in regard to which any contract or lease has been previously entered into by such municipality with a sponsor or in regard to which any bonds or notes have been issued by such municipality.

(July Sp. Sess. P.A. 75-2, S. 6, 25; P.A. 16-133, S. 2.)

History: P.A. 16-133 amended Subsec. (a) by adding “parts of” and provision re municipality would substantially benefit from renovation, rehabilitation or construction of commercial or residential properties in Subdiv. (2), and adding reference to renovation, rehabilitation or construction of commercial or residential properties in Subdiv. (3), amended Subsec. (b) by substituting “may” for “shall” in provision re submittal to electors, and made technical changes.

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Item# 71-19

Resolution Authorizing Renewal of Connecticut City and Town Development Act.



**Report
of
Committee
on
Ordinance**

City Council Meeting Date: April 20, 2020

Attest: _____

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by: _____

Joseph P. Ganim, Mayor

Date Signed: _____

(Report returned from Mayor not signed on May 6, 2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 71-19

RESOLUTION AUTHORIZING THE RENEWAL OF CITY AND TOWN DEVELOPMENT ACT

WHEREAS, the City of Bridgeport and its residents require substantial further development of employment opportunities, an upgrade of the housing stock, and construction and restoration of manufacturing/commercial properties; and

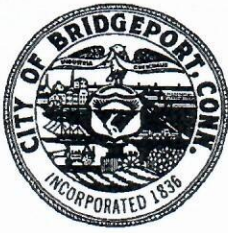
WHEREAS, the Connecticut General Assembly, In recognition of unemployment, a shortage of housing, substandard housing, and deteriorated, vacant or underutilized commercial/industrial properties in municipalities throughout the state enacted legislation known as the *Connecticut City and Town Development Act* (Chapter 114 of the *Connecticut General Statutes* – attached as Exhibit A) which allows municipalities to realize benefits of this enactment through the passage of a resolution making certain findings and determinations;

WHEREAS, via separate resolution, the City Council has made certain findings required by Section 7-485 of the *Connecticut General Statutes*; and

WHEREAS, the City Council is desirous of enabling the City of Bridgeport to exercise the powers of the *City and Town Development Act*, cognizant that State law provides that, “No action in the exercise of any powers granted under the provisions of this chapter shall be undertaken by a municipality or by any governmental unit or nonprofit corporation to which a municipality has delegated powers pursuant in Section 7-486 of the General Statutes, without the approval of each such action by the legislative body of such municipality or by the governing body of such governmental unit or nonprofit corporation, which approval shall be by means of a separate resolution, and findings and determinations made or required to be made under the provisions of this chapter shall be made by means of a separate resolution”; and

WHEREAS, a municipal resolution regarding the adoption or renewal of the *City and Town Development Act* may specify an effective period of up to five (5) years.

NOW THEREFORE BE IT RESOLVED that the powers authorized by the *City and Town Development Act* may be exercised by the City of Bridgeport, subject to the specific provisions of the *Connecticut General Statutes*, and that the powers authorized by the *City and Town Development Act* shall be in full force and effect for five (5) years from the effective date hereof.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Ordinances
Item No. 71-19

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**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ORDINANCES**

Eneida L. Martinez, **Co-Chair**

Marcus A. Brown, **Co-Chair**

Michelle A. Lyons

Ernest E. Newton, II

Rosalina Roman-Christy

Avelino D. Silva

Maria I. Valle

City Council Date: April 20, 2020

Exhibit A

CHAPTER 114

CONNECTICUT CITY AND TOWN DEVELOPMENT ACT

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Sec. 7-489. Sale, lease, disposition and use of development property.

Sec. 7-490. Imposition and collection of facility charges.

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Sec. 7-492. Capital reserve fund established. Petition. Referendum.

Sec. 7-493. Bonds and notes to be special obligation of municipality. Applicability of statutory debt limitation.

Sec. 7-494. Municipal moneys to be deposited in separate accounts. Annual audits.

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Sec. 7-496. Notes and bonds made securities.

Sec. 7-497. Income from notes and bonds tax-exempt; exception.

Sec. 7-498. Development property may be tax-exempt.

Sec. 7-499. Agreement with bond holders.

Sec. 7-500. Exclusive procedure for issuance of bonds.

Sec. 7-501. Competitive or public bidding requirements.

Sec. 7-502. Applicability of payment bond, prevailing wage and other employee benefit laws.

Sec. 7-503. Chapter grants no authority for municipality to acquire, own, develop or improve real property outside its borders.



Sec. 7-480. Short title. This chapter shall be known and may be cited as the “Connecticut City and Town Development Act”.

(July Sp. Sess. P.A. 75-2, S. 1, 25.)

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Sec. 7-481. Declaration of legislative policy. (a) It is hereby found and declared that there continues to exist in the state in many of its municipalities conditions of substantial and persistent unemployment; that many existing residential, industrial, commercial and manufacturing facilities within many municipalities are either obsolete, inefficient or dilapidated or are located without regard to the master plans of such municipalities; that the obsolescence and abandonment of existing facilities will increase with technological advances, the provision of modern, efficient facilities in other states and the difficulty which many municipalities have in attracting and holding new facilities; and that many existing and planned industrial, manufacturing and commercial facilities are far from or not easily accessible to the places of residence of substantial numbers of unemployed and underemployed persons.

(b) It is further found and declared that there exists a critical shortage of adequate housing in many municipalities which is the result of declines in new housing starts and the existing large number of substandard, unsafe and unsanitary dwellings; that a large and significant number of residents of many municipalities have been and will be subject to hardship in finding adequate, safe and sanitary housing unless new facilities are constructed and existing housing, where appropriate, is rehabilitated; that unless the

supply of housing is increased significantly and expeditiously, a large number of such residents will be compelled to live in unsanitary, overcrowded and unsafe conditions to the detriment of the health, welfare and well being of these persons and of such municipalities or such residents will abandon such municipalities to find suitable housing elsewhere, thus further contributing to the decline of such municipalities; and that by increasing the housing supply in such municipalities and the ability of their residents to obtain decent, safe and sanitary housing, the critical shortage of adequate housing will be ameliorated.

(c) It is further found and declared that such conditions combined with the existence in many municipalities within the state of residential, nonresidential, commercial, industrial, vacant or predominantly vacant areas which are slum or blighted because of substandard, unsanitary, deteriorated or deteriorating conditions which accelerate the decline of population in such municipalities, retard sound economic growth and physical development, erode the financial position of such municipalities and their residents by shrinking their tax base, increasing the share of the tax burden which each taxpayer must bear and reducing the incentive for investment in such municipalities, and adversely affect the health, safety, welfare and prosperity of the state and more particularly the people of such municipalities.

(d) It is further found and declared that, by virtue of their architectural and cultural heritage, their positions as principal centers of communication and transportation and their concentration of productive and energy efficient facilities, many municipalities are capable of ameliorating the conditions of deterioration which impede sound community growth and development; that building a proper balance of housing, industrial and commercial facilities and increasing the attractiveness of such municipalities to persons of all income levels are essential to restoring such municipalities as desirable places to live, work, shop and enjoy life's amenities; that the accomplishment of these objectives is beyond remedy solely by the regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the powers provided herein; and that the exercise of the powers herein provided is critical to continuing the process of revitalizing such municipalities and will serve an urgent public use and purpose.

(e) The necessity in the public interest and for the public benefit and good of the provisions of this chapter is hereby declared as a matter of legislative determination.

(July Sp. Sess. P.A. 75-2, S. 2, 25.)

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Sec. 7-482. Definitions. As used in this chapter:

(a) “Annual sinking fund payment” means the amount of money specified in the resolution authorizing term bonds secured by a capital reserve fund as payable into a sinking fund during a particular fiscal year for the retirement of term bonds secured by a capital reserve fund which mature after such fiscal year, but shall not include any amount payable by reason only of the maturity of a bond;

(b) “Bonds”, “notes”, “other obligations” means any bonds, notes or other evidences of indebtedness, respectively, issued by a municipality pursuant to this chapter;

(c) “Capital reserve fund” means any capital reserve fund established by a municipality in accordance with section 7-492;

(d) “Development property” means any real or personal property, interest therein, improvements thereon, appurtenances thereto and air or other rights in connection therewith, including land, buildings, plants, structures, systems, works, machinery and equipment acquired or to be acquired by purchase, gift or otherwise by a sponsor or by a municipality and dedicated by resolution to the purposes of this chapter;

(e) “Facility charges” means tolls, rents, rates, fees or other charges in this chapter, in connection with, or for the use or services of, or otherwise relating to, any development property owned or controlled by the municipality in furtherance of the purposes of this chapter;

(f) “Governmental unit” means the United States of America or the state or any city, town, consolidated town and city or consolidated town and borough or any subdivision, department, agency, instrumentality, authority, board, commission, bureau, division or legal entity heretofore or hereafter created, designated or established by or for the United States of America or the state or any city or town;

(g) “Legislative body” means the council, commission, board, body or town meeting, by whatever name it may be known, having or exercising the general legislative powers and functions of a municipality;

(h) "Maximum capital reserve fund requirement" applies only to bonds secured by a capital reserve fund and means, as of any particular date of computation, an amount of money equal to the greatest of the respective amounts, for the then current or any future fiscal year of the municipality, of annual debt service secured by a capital reserve fund of the municipality, such annual debt service secured by a capital reserve fund for any fiscal year, being the amount of money equal to the aggregate of (1) all interest payable during such fiscal year on all such bonds of the municipality outstanding on said date of computation, plus (2) the principal amount of all such bonds of the municipality outstanding on said date of computation which matures during such fiscal year, plus (3) the amount of all annual sinking fund payments payable during such fiscal year with respect to any such bonds of the municipality outstanding on said date of computation;

(i) "Municipality" means any city, town, consolidated town and city or consolidated town and borough in the state which shall by resolution make the findings and determinations required by section 7-485 and which shall exercise all powers granted and make all findings and determinations required under this chapter by means of resolution;

(j) "Operating expenses" means all costs and expenses of a municipality or its delegate incurred in connection with any action taken pursuant to this chapter, including but not limited to salaries and wages, expenses of administering staff functions, fees of professional consultants, legal fees, charges incurred for servicing of mortgage loans or loans to sponsors, money management, office rents, utility charges, costs of supplies, furnishings, equipment, machinery and apparatus, maintenance and repair of property and other expenses incurred in connection with the foregoing;

(k) "Purposes of this chapter" means ameliorating the deterioration of municipalities by preserving and expanding employment opportunities and the tax base of municipalities by undertaking or assisting in the financing, development or construction of housing, industrial, commercial, parking, retail, office, hotel, warehouse, recreational or transportation facilities or any combination thereof and any service facilities related thereto or supportive thereof;

(l) "Resolution" means any resolution adopted by the legislative body of a municipality or by the governing body of any governmental unit or nonprofit corporation to which a municipality has delegated powers under the provisions of section 7-486, after (1) notice of the proposed resolution has been placed on record in the office of the municipal clerk for public inspection and (2) a summary of the proposed resolution has been published at least once in a newspaper of general

circulation within the municipality, both setting forth the time and place of the public hearing provided for in subdivision (3) of this subsection and (3) a public hearing has been held thereon not less than five days nor more than fourteen days subsequent to the placing on record of such notice and the publication of such summary. Such resolution shall be adopted by a majority vote of the members of the legislative body of the municipality, provided where the legislative body of the municipality is the town meeting, a resolution may be adopted upon approval of a majority of those electors present and voting on the resolution at the town meeting. Any resolution shall become effective upon adoption, unless otherwise specified in such resolution, except (A) a resolution adopted pursuant to section 7-492, and (B) a resolution adopted pursuant to section 7-485 that has been submitted to the electors of the municipality for their approval;

(m) "Revenues" means fees, rentals, tolls, charges and other receipts, income or moneys made, received or derived by or paid for the account of a municipality from, in connection with or arising out of any development property, and may include subsidies, grants and other payments or portions thereof from governmental units which, under their terms, may be pledged by a municipality in accordance with the provisions of this chapter;

(n) "Sponsor" means individuals, joint ventures, partnerships, limited partnerships, trusts, business corporations, nonprofit corporations, cooperatives, condominiums, associations, public bodies or any other legal entities or combination thereof, who have filed with the clerk of the municipality a list of the names and addresses of each of its members or stockholders, if any, except in the case of a corporation the stock of which is traded in the open market or over the counter or listed on any stock exchange, and who have been approved by a municipality as financially qualified to own, construct, acquire, rehabilitate, operate, manage or maintain development property in furtherance of the purposes of this chapter; and

(o) "State" means the state of Connecticut.

(July Sp. Sess. P.A. 75-2, S. 3, 25; P.A. 84-428, S. 2, 4; P.A. 16-133, S. 1.)

History: P.A. 84-428 amended Subdiv. (d) by allowing acquisition of such property interests by a sponsor, as defined in Subdiv. (n) of this section, in addition to acquisition by a municipality as allowed prior to this amendment; P.A. 16-133 amended Subsec. (l) by deleting provision re exception for resolution adopted pursuant to Sec. 7-485 or 7-492 and adding provisions re exceptions for such resolutions as Subparas. (A) and (B).

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Sec. 7-483. Powers granted to municipalities. In furtherance of the purposes of this chapter, which are hereby deemed to be municipal purposes, for which municipal funds may be expended, each municipality shall, in addition to those powers otherwise conferred by any general statute, special act or municipal charter or ordinance, have the following powers, except as otherwise limited by this chapter, and provided the exercise of such powers by a municipality shall be in accordance with the procedures established by this chapter:

(a) To acquire, receive by gift or otherwise, purchase, acquire options to purchase, own and hold as lessee or lessor any development property which is located within the borders of the municipality. Any lease shall be binding upon the municipality as lessor or lessee, including, without limitation, the term or any extension thereof and the obligation to appropriate funds as necessary to meet rent and other obligations as provided within such lease.

(b) To construct, reconstruct, rehabilitate, improve, alter, equip, maintain or repair or provide for the construction, reconstruction, improvement, alteration, equipment or maintenance or repair of any development property and let, award and enter into construction contracts, purchase orders and other contracts with respect thereto upon such terms and conditions as the municipality shall determine to be reasonable, including but not limited to reimbursement for the planning, designing, financing, construction, reconstruction, improvement, equipping, furnishing, operation and maintenance of any such development property and the settlement of any claims arising therefrom and the establishment and maintenance of reserve funds with respect to the financing of such development property.

(c) To sell, lease as lessor or lessee, grant options to purchase or to renew a lease, assign, exchange, mortgage as security for notes or bonds issued pursuant to section 7-491 or otherwise dispose of or encumber and to manage or operate any development property.

(d) To accept gifts, grants or loans of funds, property or services from any source, public or private, and comply, subject to the provisions of this chapter, with the terms and conditions thereof.

(e) To prepare or cause to be prepared plans, specifications, designs and estimates of costs for the construction, reconstruction, rehabilitation, improvement, alteration, equipping, maintenance or repair of any development property, and from time to time to modify these plans, specifications, designs or estimates.

(f) To make mortgage loans or other loans or advances to sponsors as provided in section 7-488.

(g) When it becomes necessary and feasible for a municipality to safeguard itself from losses, to acquire, purchase, foreclose on, manage or operate, hold or dispose of development property, take assignments of rentals and leases and make and enter into all contracts, leases, agreements and arrangements necessary or incidental to the protection of its interests under any law, mortgage contract or agreement.

(h) In order to further the purposes of this chapter or to assure the payment of the principal and interest on bonds or notes of the municipality, to purchase, acquire and take assignments of notes, mortgages and other forms of security and evidences of indebtedness, purchase, acquire, attach, accept or take title to any development property by conveyance or by foreclosure, and sell, lease or rent any development property for a use specified in this chapter.

(i) To borrow money and to issue its bonds or notes or other obligations and to fund or refund the same and provide for the rights of the holders thereof as provided in this chapter.

(j) To charge and collect facility charges as provided in section 7-490.

(k) To make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the exercise of its powers in furtherance of the purposes of this chapter, including contracts and agreements with sponsors.

(l) In connection with any application or commitment for assistance under this chapter, to make and collect such fees and charges as the municipality shall determine to be reasonable.

(m) To make, modify, amend or repeal rules and regulations with respect to its operations, properties and facilities.

(n) To sue and be sued and plead and be impleaded with respect to any action taken pursuant to powers granted by this chapter.

(o) To appoint, employ or retain attorneys, accountants, architectural, engineering and financial consultants, assistants, agents and other employees as it may deem necessary or desirable and to fix their compensation.

(July Sp. Sess. P.A. 75-2, S. 4, 25.)

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Sec. 7-484. Actions to be undertaken by means of separate resolutions. No action in the exercise of any powers granted under the provisions of this chapter shall be undertaken by a municipality or by any governmental unit or nonprofit corporation to which a municipality has delegated powers pursuant to section 7-486, without the approval of each such action by the legislative body of such municipality or by the governing body of such governmental unit or nonprofit corporation, which approval shall be by means of a separate resolution, and findings and determinations made or required to be made under the provisions of this chapter shall be made by means of a separate resolution.

(July Sp. Sess. P.A. 75-2, S. 5, 25.)

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Sec. 7-485. Required municipal findings and determinations. Discretionary referendum. (a) No power granted to a municipality under this chapter may be exercised unless and until the municipality shall have found and determined by resolution that conditions substantially as described in section 7-481 exist in the municipality, are continuing and may be ameliorated by the exercise of the powers granted under this chapter. Such resolution shall include the following findings and determinations and the following standards for the implementation of the powers granted under this chapter: (1) An unreasonable number of residents of the municipality are subject to hardship in finding employment and adequate, safe and sanitary housing; (2) conditions of blight and deterioration exist in parts of the municipality or the municipality would substantially benefit from the renovation, rehabilitation or

construction of commercial or residential properties; (3) private enterprise is not meeting such need for employment, housing, the reduction of blight and deterioration, or the renovation, rehabilitation or construction of commercial or residential properties; (4) the need for employment and adequate, safe and sanitary housing will be lessened and the municipality will be revitalized by the exercise of the powers granted under this chapter; (5) adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance and insurance of all development property; (6) a feasible method exists and shall be utilized for the relocation into safe and sanitary dwellings of comparable rent of families and individuals displaced as a consequence of the exercise of any power granted under this chapter and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by this chapter for the public benefit; (7) development property shall not be acquired or disposed of without due consideration of the environmental and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services; (8) the acquisition or disposition of all development property shall advance the public interest, general health, safety and welfare, and development, growth and prosperity of the municipality.

(b) Each resolution adopted pursuant to subsection (a) of this section may be submitted to the electors of the municipality for their approval. If the legislative body of a municipality votes to submit a resolution to the electors of the municipality, not later than fourteen days after the adoption of such resolution a copy of such resolution shall be published in a newspaper having a general circulation within the municipality in which such resolution was adopted together with a notice of the time that a referendum shall be held on the question of approval of such resolution. The question of approval of such resolution shall be submitted to the electors of such municipality at a special election called for such purpose to be held not less than thirty days, nor more than sixty days, after adoption of such resolution, in conformity with the provisions of section 9-369 or, if a regular municipal election is to be held more than sixty days, but not more than one hundred twenty days, after the adoption of such resolution, such question shall be so submitted at such regular election and a vote thereon shall be taken in the manner prescribed by said section 9-369. If a majority of those voting in any such referendum vote to approve such resolution, such resolution shall thereupon become effective. If less than a majority of those voting in any such referendum vote to approve such resolution, it shall become null and void.

(c) Any resolution adopted pursuant to this section shall specify the period for which such resolution shall be effective, provided no such resolution shall be effective for a period in excess of five years from the effective date of such resolution. Upon the

expiration of the effective period of any resolution adopted pursuant to this section: (1) Any indebtedness contracted, encumbrances made or commitments entered into by a municipality by resolution or contracts executed pursuant to resolution, including all proceedings related thereto, shall be valid and binding in accordance with their terms respectively and shall be of full force and effect if incurred, adopted or executed respectively during the period in which such resolution referred to in this section is effective and the municipality shall have all powers herein conferred with respect thereto notwithstanding the expiration of such period; and (2) the municipality which adopted such resolution shall not be authorized to exercise any powers created by this chapter, provided any such municipality shall be authorized to continue to exercise all powers created by this chapter in regard to any development property in regard to which any contract or lease has been previously entered into by such municipality with a sponsor or in regard to which any bonds or notes have been issued by such municipality.

(July Sp. Sess. P.A. 75-2, S. 6, 25; P.A. 16-133, S. 2.)

History: P.A. 16-133 amended Subsec. (a) by adding “parts of” and provision re municipality would substantially benefit from renovation, rehabilitation or construction of commercial or residential properties in Subdiv. (2), and adding reference to renovation, rehabilitation or construction of commercial or residential properties in Subdiv. (3), amended Subsec. (b) by substituting “may” for “shall” in provision re submittal to electors, and made technical changes.

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Sec. 7-486. Delegation of powers. (a) A municipality shall have the power to delegate any power reserved to the municipality under the provisions of this chapter, except the powers provided for in sections 7-485, 7-491, 7-492 and 7-498, to any governmental unit created by or under the jurisdiction or control of the municipality or to any nonprofit corporation as defined in and organized and existing under the provisions of chapter 602 or any predecessor statutes thereto, provided that in making any such delegation of power the municipality shall impose by resolution such restrictions as may be appropriate to assure the carrying out of the purposes of this chapter.

(b) Whenever a municipality delegates any power to any governmental unit or nonprofit corporation pursuant to subsection (a) of this section, the municipality shall require each director, officer, member and other responsible official, as the case may be, of such governmental unit or nonprofit corporation to execute a surety bond in the penal sum of fifty thousand dollars or, in lieu thereof, such governmental unit or nonprofit corporation shall execute a blanket surety bond covering all members and employees of such governmental unit or nonprofit corporation, each surety bond to be conditioned upon the faithful performance of the duties of the office or offices covered, to be executed by a surety company authorized to transact business in this state as surety and to be approved by the legal counsel of the municipality and filed in the office of the clerk of the municipality. The cost of each such bond shall be paid by such governmental unit or nonprofit corporation. Whenever a municipality delegates any power pursuant to this chapter to a nonprofit corporation, such corporation (1) shall be deemed a public agency for the purposes of subdivision (1) of section 1-200, provided negotiations regarding any development property shall be subject to the provisions of subdivision (6) of subsection (b) of section 1-210 and (2) shall be subject to the provisions of any special act, municipal charter or ordinance requiring (A) bonds or other security for the performance of contracts for demolition, construction or rehabilitation or (B) competitive or public bidding, except as provided in section 7-501.

(c) No nonprofit corporation, to which a municipality has delegated powers pursuant to this section, shall serve as a sponsor for the purposes of this chapter.

(July Sp. Sess. P.A. 75-2, S. 7, 25; P.A. 96-256, S. 171, 209; P.A. 97-47, S. 46.)

History: P.A. 96-256 amended Subsec. (a) to replace reference to “chapter 600” with “chapter 602 or any predecessor statutes thereto”, effective January 1, 1997; P.A. 97-47 made a technical change in Subsec. (b).

Cited. 28 CA 622.

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Sec. 7-487. Laws governing city and town development. (a) This chapter shall not supersede any other general statute, special act, municipal charter or ordinance, with regard to zoning regulations of the municipality adopted pursuant to section 8-2, or any special act, inland wetlands regulations adopted pursuant to section 22a-42a, such

environmental regulations, orders, permits or licenses promulgated, issued or adopted by the Commissioner of Energy and Environmental Protection or any municipality pursuant to the authority granted under titles 22a and 25, local building requirements, the requirements of any plan of conservation and development for the municipality which has been approved by a municipal planning commission pursuant to section 8-23 or any redevelopment plan or urban renewal plan for the municipality which has been approved by a redevelopment agency pursuant to section 8-127. In addition the physical improvement, use and enjoyment of development property shall be subject to all general statutes, special acts, municipal charters and ordinances and all state or local regulations.

(b) No vote, whether taken prior to or subsequent to August 8, 1975, by the legislative body of a municipality pursuant to section 8-2 to exempt municipal property from the regulations prescribed by the zoning commission of such municipality shall apply to development property.

(July Sp. Sess. P.A. 75-2, S. 8, 25; P.A. 95-335, S. 13, 26; P.A. 11-80, S. 1.)

History: P.A. 95-335 amended Subsec. (a) to change “plan of development” to “plan of conservation and development”, effective July 1, 1995; pursuant to P.A. 11-80, “Commissioner of Environmental Protection” was changed editorially by the Revisors to “Commissioner of Energy and Environmental Protection” in Subsec. (a), effective July 1, 2011.

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Sec. 7-488. Power of municipality to make loans. (a) A municipality shall have the power to make loans, which for the purposes of this section shall also include commitments to make loans, temporary loans and advances in anticipation of permanent loans, to any sponsor to provide funds in furtherance of the purposes of this chapter; provided such loans shall be made only after the municipality finds and determines that similar loans are not otherwise available to such sponsors, wholly or in part, from private lenders upon reasonably equivalent terms and conditions.

(b) All loans shall be subject to any rules and regulations of the municipality established by resolution with respect to the making of such loans, and the use of the proceeds of all loans shall be restricted to only those activities which are in furtherance

of the purposes of this chapter. Loans shall be evidenced by a note or bond, shall be secured or unsecured, shall be in such amounts, shall bear such date or dates, shall mature at such time or times, may be subject to prepayment and may contain such other provisions consistent with the purposes of this chapter as the municipality shall by resolution determine. Each such loan shall be authorized by a separate resolution of the legislative body of the municipality.

(July Sp. Sess. P.A. 75-2, S. 9, 25.)

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Sec. 7-489. Sale, lease, disposition and use of development property. (a) A municipality shall have power to sell, lease or otherwise dispose of all or part of any development property to any governmental unit or sponsor and to make agreements of any kind with any governmental unit or sponsor for the use or operation thereof, for such consideration and for such period or periods of time and upon such other terms and conditions as the municipality may fix and agree upon. In the exercise of such power, the municipality may make any improved or unimproved development property available for use by a governmental unit or sponsor in accordance with the purposes of this chapter at its use value, being the value, whether expressed in terms of rental or capital price, at which the municipality determines such property should be made available in order that it may be developed or used for the purposes of this chapter.

(b) In order to assure that development property is developed or used in accordance with the purposes of this chapter, a municipality, upon the sale, lease or other disposition of such property, shall obligate purchasers, lessees or other users (1) to use such property for the purposes of this chapter, (2) to begin the building or installation of their improvements on any such property, and to complete the same, within such periods of time as the municipality may fix as reasonable, and (3) to comply with such other conditions as are necessary or desirable to carry out the purposes of this chapter. Any such obligations imposed on a purchaser of real property shall be covenants and conditions running with the land for as long as any bonds issued in connection with such development property are outstanding.

(July Sp. Sess. P.A. 75-2, S. 10, 25; P.A. 06-196, S. 43.)

History: P.A. 06-196 made technical changes in Subsec. (b), effective June 7, 2006.

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Sec. 7-490. Imposition and collection of facility charges. (a) A municipality shall have the power to charge and collect facility charges. Such facility charges may be charged to and collected from any governmental unit or sponsor and such governmental unit or sponsor shall be liable for and shall pay such facility charges to the municipality at the time when and place where such charges become due and payable. No governmental unit shall be required to pay any facility charges unless such governmental unit has agreed to pay such charges. Facility charges payable by a governmental unit subject to the limitations on indebtedness provided in subsection (b) of section 7-374 shall not be included in any calculation of debt of such governmental unit subject to such limitation, and agreements to pay facility charges may be entered into by any governmental unit notwithstanding any statutory debt limitations, including any limitation on indebtedness provided in said subsection (b) of section 7-374.

(b) The facility charges fixed, charged and collected by a municipality with respect to any such development property shall comply with the terms of any lease or other agreement of the municipality with regard to such development property and, subject to the provisions of any contract with noteholders or bondholders and any such lease or other agreement, the facility charges fixed, charged and collected by the municipality may be increased or decreased by the amount of increase or decrease of the expenses of the municipality attributable to the development property for which facility charges are made. Such expenses may include, but not be limited to, operating expenses and expenses of maintenance, insurance, improvements, replacements, reconstruction and any other payments, amounts necessary to pay the principal of and interest or redemption price on any bonds or notes, and amounts necessary to maintain such reserves as may be required by the terms of any lease or other agreement of the municipality or as may be deemed necessary or convenient and desirable by the municipality.

(July Sp. Sess. P.A. 75-2, S. 11, 25.)

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Sec. 7-491. Issuance of notes and bonds. (a) Subject to the provisions of section 7-492 and any general statute, special act or municipal charter or ordinance to the contrary notwithstanding, a municipality shall have the power and is hereby authorized to issue from time to time its notes and bonds in such principal amounts as the municipality shall determine to be necessary to provide sufficient funds for achieving the purposes of this chapter, including the making of mortgage loans and loans to sponsors, the acquisition of development property, the establishment of reserves to secure such notes and bonds, interest on such notes and bonds during construction and for one year thereafter, and the payment of expenses incident to or necessary for furtherance of the purposes of this chapter.

(b) A municipality shall have the power, from time to time, to issue (1) notes to renew notes and (2) bonds to pay notes, including the interest thereon and, whenever it deems refunding expedient, to refund any bonds by the issuance of new bonds, whether the bonds to be refunded have or have not matured, and to issue bonds partly to refund bonds then outstanding for any of the purposes of this chapter. The refunding bonds may be exchanged for the bonds to be refunded or sold and the proceeds applied to the purchase, redemption or payment of such bonds.

(c) The notes and bonds shall be authorized by resolution of the municipality, shall bear such date or dates and shall mature at such time or times not exceeding forty years from the date thereof in the case of bonds issued to finance housing and facilities related thereto or thirty years from the date thereof in all other cases, as such resolution may provide. The bonds may be issued as serial bonds or as term bonds or as a combination thereof. The notes and bonds shall bear interest at such rate or rates, be in such denominations, be in such form, either bearer or registered, carry such exchange, transfer and registration privileges, be executed in such manner, be payable in such medium of payment, at such place or places, and be subject to such terms of redemption as such resolution may provide. The notes and bonds may be sold by the municipality at public or private sale, at such price or prices as the municipality shall determine.

(d) Any resolution authorizing notes or bonds or any issue thereof may contain provisions, which shall be a part of the contract or contracts with the holders thereof, as to: (1) Pledging all or part of any revenues to secure the payment of the notes or bonds or of any issue thereof, subject to such agreements with noteholders or bondholders as may then exist; (2) pledging all or any part of the development property in which the municipality has acquired an interest from the proceeds of bonds and notes to secure the payment of the notes or bonds or of any issue of notes or bonds, subject to such agreements with noteholders or bondholders as may then exist; (3) the use and

disposition of the gross income from mortgages owned by the municipality for the purposes of this chapter and payment of principal of mortgages owned by the municipality for the purposes of this chapter; (4) the setting aside of reserves or sinking funds and the regulation and disposition thereof; (5) limitations on the purposes to which the proceeds of sale of notes or bonds may be applied and pledging such proceeds to secure the payment of the notes or bonds or of any issue thereof; (6) limitations on the issuance of additional notes or bonds; the terms upon which additional notes or bonds may be issued and secured; and the refunding of outstanding or other notes or bonds; (7) the procedure, if any, by which the terms of any contract with noteholders or bondholders may be amended or abrogated, the amount of notes or bonds the holders of which must consent thereto, and the manner in which such consent may be given; (8) limitations on the amount of moneys to be expended by the municipality for its operating expenses; (9) vesting in a trustee or trustees property, rights, powers and duties in trust as the municipality may determine, which may include any or all of the rights, powers and duties of the trustee appointed by the bondholders pursuant to this chapter, and limiting or abrogating the right of the bondholders to appoint a trustee under this chapter or limiting the rights, powers and duties of such trustee; (10) the acts or omissions to act which shall constitute a default in the obligations and duties of the municipality to the holders of the notes or bonds and providing for the rights and remedies of the holders of the notes or bonds in the event of such default, including the right to appointment of a receiver; provided, however, such rights and remedies shall not be inconsistent with the general laws of the state and the other provisions of this chapter; (11) any other matters, of like or different character, which in any way affect the security or protection of the holders of the notes or bonds.

(e) If the resolution of a municipality authorizing the issuance of bonds or notes so states, the validity of such bonds or notes may be contested only if an action, suit or proceeding contesting such validity is commenced within sixty days after the date of publication of such resolution.

(f) Prior to the issuance of any bonds and notes, a municipality shall find and determine that the intended use of the proceeds of such bonds and notes is in the public interest and will advance the carrying out of the purposes of this chapter. Such determination shall be based upon a record of proceedings which shall include such matters as the municipality shall consider relevant to such determination.

(g) Any pledge made by the municipality shall be valid and binding from the time when the pledge is made, and the revenues or property so pledged and thereafter received by the municipality shall immediately be subject to the lien of such pledge

without any physical delivery thereof or further act. The lien of any such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the municipality, irrespective of whether such parties have notice thereof. Neither the resolution nor any other instrument by which a pledge is created need be recorded.

(h) Neither the officials nor members of the legislative body of the municipality nor any other authorized person executing such notes or bonds shall be subject to any personal liability by reason of the issuance thereof.

(i) The municipality, subject to such agreements with noteholders or bondholders as may then exist, shall have power, out of any funds available therefor, to purchase notes or bonds of the municipality, which shall thereupon be cancelled, at a price not exceeding (1) if the notes or bonds are then redeemable, the redemption price then applicable plus accrued interest to the next interest payment date thereof or (2) if the notes or bonds are not then redeemable, the redemption price applicable on the first date after such purchase upon which the notes or bonds become subject to redemption plus accrued interest to such date.

(j) In the discretion of the municipality, the bonds may be secured by a trust indenture by and between the municipality and a corporate trustee, which may be any trust company or bank having the powers of a trust company within or without the state. Such trust indenture may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as may be reasonable and proper and not in violation of law, including covenants setting forth the duties of the municipality in relation to the exercise of its powers pursuant to this chapter and the custody, safeguarding and application of all moneys. The municipality may provide by such trust indenture for the payment of the proceeds of the bonds and the revenues to the trustee under such trust indenture or other depository, and for the method of disbursement thereof, with such safeguards and restrictions as it may determine. All expenses incurred in carrying out such trust indenture may be treated as a part of the operating expenses of the municipality. If the bonds shall be secured by a trust indenture, the bondholders shall have no authority to appoint a separate trustee to represent them.

(k) Whether or not the notes and bonds are of such form and character as to be negotiable instruments under the terms of the Uniform Commercial Code, the notes and bonds are hereby made negotiable instruments within the meaning of and for all purposes of the Uniform Commercial Code, subject only to the provisions of the notes and bonds for registration.

(July Sp. Sess. P.A. 75-2, S. 12, 25; P.A. 89-230, S. 1, 4.)

History: P.A. 89-230 amended Subsec. (c) to provide for forty-year maturity limits for bonds which finance housing and related facilities.

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Sec. 7-492. Capital reserve fund established. Petition. Referendum. (a)(1) The municipality may create and establish a capital reserve fund and shall pay into such capital reserve fund (A) any moneys appropriated and made available by the state or municipality for the purpose of such fund, (B) any proceeds of sale of notes or bonds, to the extent provided in the resolution or resolutions of the municipality authorizing the issuance thereof and (C) any other moneys which may be made available to the municipality for the purpose of such fund from any other source or sources. All moneys held in the capital reserve fund, except as hereinafter provided, shall be used, as required, solely for the payment of the principal of bonds secured by the capital reserve fund as the same mature or the annual sinking fund payments, the purchase or redemption of such bonds, the payment of interest on such bonds or the payment of any redemption premium required to be paid when such bonds are redeemed prior to maturity; provided moneys in such fund shall not be withdrawn therefrom at any time in such amount as would reduce the amount of such fund to less than the maximum capital reserve fund requirement, except for the purposes of paying interest on such bonds, principal of such bonds and annual sinking fund payments, as the same become due and for the payment of which other moneys of the municipality are not available. Any income or interest earned by, or increment to, the capital reserve fund due to the investment thereof or any amount in excess of the maximum capital reserve fund requirement may be transferred by the municipality to other funds or accounts of the municipality established pursuant to this chapter to the extent it does not reduce the amount of the capital reserve fund below the maximum capital reserve fund requirement.

(2) A municipality shall not issue bonds secured by the capital reserve fund at any time if upon issuance the amount in the capital reserve fund will be less than the maximum capital reserve fund requirement, unless the municipality, at the time of issuance of such bonds, shall deposit in such fund from the proceeds of the bonds so to

be issued, or otherwise, an amount which, together with the amount then in such fund, will not be less than the maximum capital reserve fund requirement.

(3) In computing the amount of the capital reserve fund for the purposes of this section, securities held as a part thereof shall be valued in the manner provided in the resolution or resolutions authorizing the issuance of bonds secured by the capital reserve fund.

(4) In order to further secure bonds and notes secured by a capital reserve fund and to assure order in its budgeting process, a municipality may, if deemed necessary or appropriate in furtherance of the purposes of this chapter, include in the resolution authorizing the issuance of such bonds and notes provision for the municipality to covenant and agree with the holders of such bonds and notes that on or before the first day in April in each year the amount necessary to restore the capital reserve fund to the maximum capital reserve fund requirement, as such amount shall be certified by the treasurer or other officer acting as the chief financial officer of the municipality on or before the first day of December next preceding, shall be paid from the general fund of the municipality and shall constitute a legal pledge, charge and lien upon its income and receipts, and next upon its real property, any general statute, special act or municipal charter or ordinance to the contrary notwithstanding. Such covenant and agreement shall constitute a pledge of the credit and taxing power of the municipality and the holders of bonds and notes so secured shall have the specific right to compel the exercise of the taxing power of the municipality. Any provision of this subdivision to the contrary notwithstanding, any such deficiency in the capital reserve fund so certified by the treasurer or other such financial officer of the municipality shall be satisfied first from the revenues of the development property specifically pledged to the payment of bonds or notes secured by such capital reserve fund, and no holder of any such bond or note may bring any action, suit or proceeding, in law or equity, nor compel by mandamus or injunction the exercise of the taxing power of the municipality, or forfeiture of its property, unless and until all remedies with respect to such pledged revenues have been exhausted. The substance and extent of such covenant and agreement shall be plainly stated on the face of each note and bond to which it is applicable. All amounts paid over from the general fund of the municipality as provided in this subdivision shall, subject to the rights of the holders of any notes or bonds of the municipality theretofore or thereafter issued, be repaid to the general fund from (A) moneys in a capital reserve fund in excess of the maximum capital reserve fund requirement, (B) any revenues not required for any other of the purposes of this chapter and (C) proceeds from the sale or other disposition of the development property acquired from the proceeds of bonds and notes secured by such capital reserve fund.

Within fourteen days after the adoption of a resolution pursuant to this subdivision, the resolution or a summary of such resolution shall be published in a newspaper having a general circulation within the municipality in which such resolution was adopted. If, within thirty days of such publication, five per cent of the electors of such municipality, who are registered as electors on the last completed, revised registry list of such municipality, file with the clerk of such municipality a petition requesting a referendum with respect to such resolution, the question of approval of such resolution shall be submitted to the electors of such municipality at a special election called for such purpose to be held not less than thirty days, nor more than sixty days, after the filing of such petition, in conformity with the provisions of section 9-369, or if a regular municipal election is to be held more than sixty days, but not more than one hundred twenty days, after the filing of such petition, such question shall be so submitted at such regular election and a vote thereon shall be taken in the manner prescribed by said section 9-369. If a majority of those voting in any such referendum shall vote to approve such resolution, such resolution shall thereupon become effective. If less than a majority of those voting in any such referendum vote to approve such resolution, such resolution shall be null and void. If no such petition is filed within thirty days after the publication of the newspaper notice of adoption of any such resolution, the municipal clerk shall verify that fact to the legislative body of the municipality and such resolution shall thereupon become effective.

(5) Notwithstanding any other provisions contained in this chapter, the aggregate amount of bonds secured by such capital reserve funds authorized to be created and established by this section and by such covenant and agreement of the municipality as set forth in this section shall be included in the debt of the municipality as defined in subdivision (1) of subsection (b) of section 7-374, and shall be subject to the limitations on such debt and on total debt set forth in said subsection (b) of section 7-374, and the aggregate amount of such bonds shall not exceed five per centum of the grand list, as defined in section 7-374, and the proceeds of such bonds shall not be used for residential housing development property, except where such residential housing development property is a part of an undertaking designed to accomplish or further one or more purposes of this chapter in addition to the purpose of residential housing. No bonds shall be secured by a capital reserve fund unless the municipality by resolution or resolutions finds and determines that revenues derived from development property financed from the proceeds of such bonds shall be sufficient (A) to pay the applicable principal of and interest on such bonds, (B) to establish, maintain and increase any reserves deemed by the municipality to be advisable to secure the payment of the principal of and interest on such bonds, (C) unless the contract with the governmental unit or sponsor obligates the governmental unit or sponsor to pay for the maintenance and insurance of such

property, to pay the cost of maintaining such property in good repair and keeping it properly insured and (D) to pay such other costs of such property as may be required, and further, in the case of sponsors, that such sponsor is found by the municipality to be financially responsible and presumptively able to comply with the terms and conditions of any lease, conditional sale or credit agreement or loan agreement, agreement of sale, mortgage or other agreement as made by it with the municipality with respect to such property.

(b) The municipality may create and establish such other fund or funds, including other capital reserve funds with the same force and effect and upon the same terms and conditions and subject to the same limitations as provided in subsection (a) of this section, as may be necessary or desirable in furtherance of the purposes of this chapter.

(July Sp. Sess. P.A. 75-2, S. 13, 25.)

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Sec. 7-493. Bonds and notes to be special obligation of municipality. Applicability of statutory debt limitation. Bonds and notes issued pursuant to this chapter shall be special obligations of the municipality and shall not be payable from nor charged upon any funds other than the revenues pledged to the payment thereof, nor shall the municipality issuing the same be subject to any liability thereon except to the extent of such pledged revenues. No holder or holders of any bonds or notes shall have the right to compel any exercise of the taxing power of the municipality to pay any bonds or notes or the interest thereon, nor to enforce payment thereon against any property of the municipality except the development property mortgaged or otherwise encumbered under the provisions and for the purposes of this chapter. The bonds and notes shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the municipality, except the development property mortgaged or otherwise encumbered under the provisions and for the purposes of this chapter. The substance of such limitation shall be plainly stated on the face of each bond and note, with appropriate modification in the case of bonds and notes secured by the covenant and pledge of a municipality to restore the capital reserve fund to the maximum capital reserve fund requirement. The foregoing provisions of this section shall be subject to the provisions of section 7-492 when applicable, including particularly the provisions of said section with respect to notes and bonds secured by such covenant and pledge of

a municipality, and all bonds and notes so secured shall be disclosed and listed in all reports made or required in connection with any indebtedness of the municipality which is subject to any statutory limitation. Except as otherwise provided in subdivision (5) of subsection (a) of section 7-492, bonds and notes issued pursuant to this chapter shall not be subject to any statutory limitation on the indebtedness of the municipality and such bonds and notes when issued shall not be included in computing the aggregate indebtedness of the municipality in respect to and to the extent of any such limitation.

(July Sp. Sess. P.A. 75-2, S. 14, 25.)

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Sec. 7-494. Municipal moneys to be deposited in separate accounts. Annual audits. (a) All moneys of a municipality derived in furtherance of the purposes of this chapter, except as otherwise authorized or provided in this chapter, shall be deposited as soon as practicable in a separate account or accounts in banks or trust companies organized under the laws of the state or in national banking associations doing business in the state. The moneys in such accounts shall be paid out on checks signed by such officer or employee of the municipality as the municipality shall authorize. All deposits of such moneys shall, if required by the municipality, be secured by obligations of the United States of America or of the state or of the municipality of a market value equal at all times to the amount of the deposit and all banks and trust companies are authorized to give such security for such deposits. Notwithstanding the provisions of this section, a municipality shall have power to contract with the holders of any of its notes or bonds as to the custody, collection, securing, investment and payment of any moneys of the municipality derived in furtherance of the purposes of this chapter and of any moneys held in a trust or otherwise for the payment of notes or bonds, and to carry out such contract. Moneys held in trust or otherwise for the payment of notes or bonds or in any way to secure notes or bonds and deposits of such moneys may be secured in the same manner as moneys of the municipality, and all banks and trust companies are authorized to give such security for such deposits.

(b) Subject to the provisions of any contract with noteholders and bondholders, a municipality issuing notes or bonds pursuant to this chapter shall prescribe a system of accounts. All such accounts shall be kept separate from other accounts of the municipality and shall be used for the purposes of this chapter and for no other purpose.

(c) All accounts of a municipality established in furtherance of the purposes of this chapter shall be annually audited by an independent certified public accountant, and a report of such audit and the books and records of the municipality kept with respect to any action taken or account established under this chapter, including books and records pertaining to its receipts, disbursements, contracts, reserve funds, sinking funds and investments, shall be open to public inspection.

(July Sp. Sess. P.A. 75-2, S. 15, 25.)

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Sec. 7-495. Municipal default or noncompliance. Appointment of trustee. (a) In the event that a municipality shall default in the payment of principal of or interest on any issue of notes or bonds after the same shall become due, whether at maturity or upon call for redemption, and such default shall continue for a period of thirty days, or in the event that a municipality shall fail or refuse to comply with the provisions of this chapter, or shall default in any agreement made with the holders of any issue of notes or bonds, the holders of twenty-five per cent in aggregate principal amount of the notes or bonds of such issue then outstanding, by instrument or instruments filed in the office of the clerk of such municipality and proved or acknowledged in the same manner as a deed to be recorded, may appoint a trustee to represent the holders of such notes or bonds for the purposes herein provided.

(b) Such trustee may, and upon written request of the holders of twenty-five per cent in principal amount of such notes or bonds then outstanding shall, in his or its own name: (1) By suit, action or proceeding in accordance with the general statutes enforce all rights of the noteholders or bondholders, including the right to require the municipality to carry out any agreement with such holders and to perform its duties under this chapter; (2) bring suit upon such notes or bonds; (3) by action or suit, require the municipality to account as if it were the trustee of an express trust for the holders of such notes or bonds; (4) by action or suit, enjoin any acts or things which may be unlawful or in violation of the rights of the holders of such notes or bonds; (5) declare all such notes or bonds due and payable, and if all defaults shall be made good, then, with the consent of the holders of twenty-five per cent of the principal amount of such notes or bonds then outstanding, annul such declaration and its consequences.

(c) The Superior Court shall have jurisdiction of any suit, action or proceeding by the trustee on behalf of such noteholders or bondholders. The venue of any such suit, action or proceeding shall be laid in the municipality against which any such remedy is sought.

(d) Before declaring the principal of notes or bonds due and payable, the trustee shall first give thirty days' notice in writing to the municipality.

(July Sp. Sess. P.A. 75-2, S. 16, 25.)

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Sec. 7-496. Notes and bonds made securities. The notes and bonds of municipalities are hereby made securities in which all public officers and bodies of this state and all municipalities and municipal subdivisions, all insurance companies and associations and other persons carrying on an insurance business, all banks, bankers, trust companies, savings banks and savings associations, including savings and loan associations, investment companies and other persons carrying on a banking business, all administrators, guardians, executors, trustees and other fiduciaries, and all other persons whatsoever who are now or may hereafter be authorized to invest in bonds or in other obligations of the state, may properly and legally invest funds, including capital, in their control or belonging to them. The notes and bonds are also hereby made securities which may be deposited with and may be received by all public officers and bodies of the state and all municipalities for any purpose of which the deposit of bonds or other obligations of the state is now or may hereafter be authorized.

(July Sp. Sess. P.A. 75-2, S. 17, 25; P.A. 80-483, S. 22, 186.)

History: P.A. 80-483 deleted reference to building and loan associations.

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Sec. 7-497. Income from notes and bonds tax-exempt; exception. It is hereby determined that the powers conferred upon municipalities by this chapter are in all respects for the benefit of the people of the state and for the improvement of their health,

safety, welfare, comfort and security, and that the purposes of this chapter are public purposes and that municipalities will be performing an essential governmental function in the exercise of the powers conferred upon them by this chapter. The state covenants with the purchasers and all subsequent holders and transferees of notes and bonds issued by a municipality, in consideration of the acceptance of and payment for the notes and bonds, that the notes and bonds of the municipality issued pursuant to this chapter and the income therefrom shall at all times be free from taxation, except for estate and gift taxes and taxes on transfers. Municipalities are authorized to include this covenant of the state in any agreement with the holder of such notes or bonds.

(July Sp. Sess. P.A. 75-2, S. 18, 25.)

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Sec. 7-498. Development property may be tax-exempt. Any development property may be exempted from any property tax imposed by the municipality; provided any municipality may enter into an agreement, approved by resolution, providing for a payment or payments in lieu of taxes with respect to any such property, or providing that any such property is subject to all or any portion of local property taxes. In no case shall development property be exempt in whole or in part from such property tax for a period or periods, in the aggregate, in excess of twenty years. This section shall not affect, modify, alter or invalidate any agreement entered into by any municipality prior to August 8, 1975, relating to local property taxes to be paid on any municipally owned property.

(July Sp. Sess. P.A. 75-2, S. 19, 25; P.A. 84-428, S. 3, 4.)

History: P.A. 84-428 amended the description of development property, which may be exempt from property tax, by deleting the condition that such property must be owned by a municipality to be so exempted.

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Sec. 7-499. Agreement with bond holders. The state does hereby pledge to and agree with the holders of any notes or bonds that the state will not limit or alter the rights hereby vested in a municipality to fulfill the terms of any agreements made with said holders thereof, or in any way impair the rights and remedies of such holders until such notes and bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully met and discharged. A municipality is authorized to include this pledge and agreement of the state in any agreement with the holders of such notes or bonds.

(July Sp. Sess. P.A. 75-2, S. 20, 25.)

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Sec. 7-500. Exclusive procedure for issuance of bonds. Notwithstanding the provisions of any other general statute, special act, municipal charter or ordinance to the contrary, no proceedings, notice or approval shall be required for the issuance of any bonds or notes or any instrument as security therefor, except as provided by sections 7-491 to 7-499, inclusive.

(July Sp. Sess. P.A. 75-2, S. 21, 25.)

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Sec. 7-501. Competitive or public bidding requirements. This chapter shall not supersede any provision of any general statute, special act, municipal charter or ordinance with regard to competitive or public bidding for the sale, lease or other disposition of property or for the award of contracts for demolition, construction or rehabilitation, except that any contract or agreement for the disposition of any interest by a municipality, or a governmental unit or nonprofit corporation to which a municipality has delegated powers under the provisions of section 7-486, in development property and any contract or agreement relative to the improvement of development property, the construction of improvements thereon or the rehabilitation

thereof, which is entered into by a municipality, or a governmental unit or nonprofit corporation to which a municipality has delegated powers under the provisions of section 7-486, with a sponsor who is going to use or occupy such development property, may be entered into without regard to any such requirement.

(July Sp. Sess. P.A. 75-2, S. 22, 25.)

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Sec. 7-502. Applicability of payment bond, prevailing wage and other employee benefit laws. (a) The provisions of section 31-53 shall apply to contractual arrangements for the construction, reconstruction or rehabilitation of development property.

(b) The provisions of sections 49-41 to 49-43, inclusive, shall apply to any construction, reconstruction or rehabilitation of development property undertaken by a municipality or a governmental unit or nonprofit corporation to which a municipality has delegated powers pursuant to section 7-486.

(c) The provisions of sections 7-467 to 7-473c, inclusive, 7-474 to 7-477, inclusive, and of chapter 561 and any provisions of any special act, municipal charter or ordinance granting to employees rights of organization, representation and collective bargaining shall apply to any powers exercised or actions undertaken pursuant to this chapter by a municipality or a governmental unit or nonprofit corporation to which a municipality has delegated powers pursuant to section 7-486.

(July Sp. Sess. P.A. 75-2, S. 23, 25.)

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Sec. 7-503. Chapter grants no authority for municipality to acquire, own, develop or improve real property outside its borders. Nothing in this chapter shall be construed to give authority to a municipality to proceed under this chapter to acquire, own, develop or otherwise improve real property outside of its own borders.

(July Sp. Sess. P.A. 75-2, S. 24, 25.)

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Item #74-19

Resolution Making and Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement – 306 Canfield Avenue.



**Report
of
Joint Committee
on
Economic Community and Development and
Environment & Contracts**

City Council Meeting Date: April 20, 2020

Attest:

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

Item #74-19

Resolution Making and Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement - 306 Canfield Avenue.



Report
of
Joint Committee
on
Economic Community and Rebevelopment and
Environment & Contracts

City Council Meeting Date: April 20, 2020

Lydia N. Martinez

Attest: _____

Lydia N. Martinez, City Clerk

Approved by: _____

Joseph P. Ganim, Mayor

Date Signed: _____

(Report returned from Mayor not signed on May 6, 2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 74-19

RESOLUTION MAKING CERTAIN FINDINGS REQUIRED BY THE CITY AND TOWN DEVELOPMENT ACT

**As Precursor to Consideration of a Tax Incentive Development Agreement for 306
Canfield Avenue**

WHEREAS, the *Connecticut City and Town Development Act* (Chapter 114 of the *Connecticut General Statutes*, herein referred to as the “**Act**”) allows municipalities to exercise certain economic development powers;

WHEREAS, the Act requires that in connection with, and as precursor to, the exercise of any such powers, the City Council must make certain findings as are more particularly detailed within the Act, in Section 7-485 of the *Connecticut General Statutes* (see Attachment A);

WHEREAS, the City’s Office of Planning and Economic Development has presented to the City Council via separate resolution a Tax Incentive Development Agreement for 306 Canfield Avenue (the “**Agreement**”);

WHEREAS, the City Council wishes to consider the Agreement pursuant to the provisions of the Act;

NOW THEREFORE BE IT RESOLVED that the Bridgeport City Council hereby makes the following eight findings and determinations:

(1) An unreasonable number of residents of the municipality are subject to hardship in finding employment and adequate, safe and sanitary housing;

(2) Conditions of blight and deterioration exist in parts of the municipality or the municipality would substantially benefit from the renovation, rehabilitation or construction of commercial or residential properties;

(3) Private enterprise is not meeting such need for employment, housing, the reduction of blight and deterioration, or the renovation, rehabilitation or construction of commercial or residential properties;

(4) The need for employment and adequate, safe and sanitary housing will be lessened and the municipality will be revitalized by the exercise of the powers granted under this chapter;



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts

Item No. 74-19

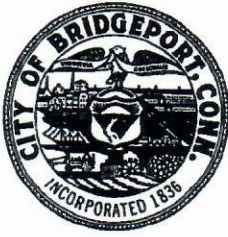
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(5) Adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance and insurance of all development property;

(6) A feasible method exists and shall be utilized for the relocation into safe and sanitary dwellings of comparable rent of families and individuals displaced as a consequence of the exercise of any power granted under this chapter and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by this chapter for the public benefit;

(7) Development property shall not be acquired or disposed of without due consideration of the environmental and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services;

(8) The acquisition or disposition of all development property shall advance the public interest, general health, safety and welfare, and development, growth and prosperity of the municipality.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts

Item No. 74-19

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**RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT
AND CONTRACTS**

Jeanette Herron, D-133rd, Co-Chair

Ernest E. Newton II, D-139th, Co-Chair

M. Evette Brantley, D-132nd Co-Chair

Maria I. Valle, D-137th, Co-Chair

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

Rosalina Roman-Christy, D-135th

Scott Burns, D-130th

Mary A. McBride-Lee, D-135th

City Council Date: April 20, 2020

Attachment A

Sec. 7-485. Required municipal findings and determinations. Discretionary referendum. (a) No power granted to a municipality under this chapter may be exercised unless and until the municipality shall have found and determined by resolution that conditions substantially as described in section 7-481 exist in the municipality, are continuing and may be ameliorated by the exercise of the powers granted under this chapter. Such resolution shall include the following findings and determinations and the following standards for the implementation of the powers granted under this chapter: (1) An unreasonable number of residents of the municipality are subject to hardship in finding employment and adequate, safe and sanitary housing; (2) conditions of blight and deterioration exist in parts of the municipality or the municipality would substantially benefit from the renovation, rehabilitation or construction of commercial or residential properties; (3) private enterprise is not meeting such need for employment, housing, the reduction of blight and deterioration, or the renovation, rehabilitation or construction of commercial or residential properties; (4) the need for employment and adequate, safe and sanitary housing will be lessened and the municipality will be revitalized by the exercise of the powers granted under this chapter; (5) adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance and insurance of all development property; (6) a feasible method exists and shall be utilized for the relocation into safe and sanitary dwellings of comparable rent of families and individuals displaced as a consequence of the exercise of any power granted under this chapter and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by this chapter for the public benefit; (7) development property shall not be acquired or disposed of without due consideration of the environmental and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services; (8) the acquisition or disposition of all development property shall advance the public interest, general health, safety and welfare, and development, growth and prosperity of the municipality.

(b) Each resolution adopted pursuant to subsection (a) of this section may be submitted to the electors of the municipality for their approval. If the legislative body of a municipality votes to submit a resolution to the electors of the municipality, not later than fourteen days after the adoption of such resolution a copy of such resolution shall be published in a newspaper having a general circulation within the municipality in which such resolution was adopted together with a notice of the time that a referendum shall be held on the question of approval of such resolution. The question of approval of such resolution shall be submitted to the electors of such municipality at a special election called for such purpose to be held not less than thirty days, nor more than sixty days, after adoption of such resolution, in conformity with the provisions of section 9-369 or, if a regular municipal election is to be held more than sixty days, but

not more than one hundred twenty days, after the adoption of such resolution, such question shall be so submitted at such regular election and a vote thereon shall be taken in the manner prescribed by said section 9-369. If a majority of those voting in any such referendum vote to approve such resolution, such resolution shall thereupon become effective. If less than a majority of those voting in any such referendum vote to approve such resolution, it shall become null and void.

(c) Any resolution adopted pursuant to this section shall specify the period for which such resolution shall be effective, provided no such resolution shall be effective for a period in excess of five years from the effective date of such resolution. Upon the expiration of the effective period of any resolution adopted pursuant to this section: (1) Any indebtedness contracted, encumbrances made or commitments entered into by a municipality by resolution or contracts executed pursuant to resolution, including all proceedings related thereto, shall be valid and binding in accordance with their terms respectively and shall be of full force and effect if incurred, adopted or executed respectively during the period in which such resolution referred to in this section is effective and the municipality shall have all powers herein conferred with respect thereto notwithstanding the expiration of such period; and (2) the municipality which adopted such resolution shall not be authorized to exercise any powers created by this chapter, provided any such municipality shall be authorized to continue to exercise all powers created by this chapter in regard to any development property in regard to which any contract or lease has been previously entered into by such municipality with a sponsor or in regard to which any bonds or notes have been issued by such municipality.

(July Sp. Sess. P.A. 75-2, S. 6, 25; P.A. 16-133, S. 2.)

History: P.A. 16-133 amended Subsec. (a) by adding “parts of” and provision re municipality would substantially benefit from renovation, rehabilitation or construction of commercial or residential properties in Subdiv. (2), and adding reference to renovation, rehabilitation or construction of commercial or residential properties in Subdiv. (3), amended Subsec. (b) by substituting “may” for “shall” in provision re submittal to electors, and made technical changes.

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Item #75-19

Resolution Authorizing a Tax Incentive Development Agreement – 306 Canfield Ave & Adjacent Properties.



**Report
of
Joint Committee
on
Economic Community and Rebelement and
Environment & Contracts**

City Council Meeting Date: April 20, 2020

Attest: _____

Lydia N. Martinez

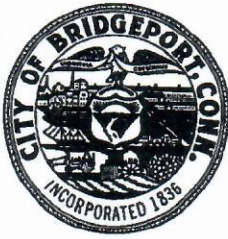
Lydia N. Martinez, City Clerk

Approved by: _____

Joseph P. Ganim, Mayor

Date Signed: _____

(Report returned from Mayor not signed on May 6, 2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 75-19

Resolution Authorizing a Tax Incentive Development Agreement For a Redevelopment Project at 306 Canfield Avenue & Adjacent Properties

WHEREAS, Canfield Partners LLC (the “**Developer**”) wishes to develop certain real property commonly known as the former Showcase Cinemas property, which consists of four (4) separate parcels having addresses at 872 Brewster Street, 306 Canfield Avenue, 200 Princeton Street, and 218 Alfred Street, Bridgeport, Connecticut (the “**Property**”) and intends to invest approximately \$70 Million (\$70,000,000) Dollars in private capital (the “**Project Investment**”) in the renovation of the Property in order to create approximately 300 units of housing and related project amenities (the “**Project**”) on the Property;

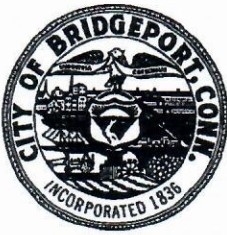
WHEREAS, the Developer has secured land use approval for the Project from the Bridgeport Planning and Zoning Commission;

WHEREAS, the Developer has made application to the City’s Office of Planning and Economic Development (“**OPED**”) for a Tax Incentive Development Agreement (the “**Agreement**” attached hereto as **Attachment A**) which would establish a phased-in, increasing tax payment schedule for the Project over a two (2) year construction period and a ten (10) year operating period as more particularly described in the “**OPED Tax Impact Analysis**” attached hereto as **Attachment B**;

WHEREAS, OPED has analyzed this request, subjecting it to an economic pro forma analysis against industry and market standards for this type of Project, considering such factors as Developer equity and return, costs of construction, leveraging of private financing, all as per the requirements of the *City’s Tax Incentive Development Program, Ch 3.20 of the Municipal Code* and has sought the advice of its outside financial consultant, the National Development Council;

WHEREAS, the analysis indicates that the Project, as it would be structured under the Agreement allows the Developer a reasonable rate of return on its investment, is entirely privately funded with appropriately structured debt, and would provide the City with a significant increase in tax revenue on the Property above the approximately \$270,000 it currently produces annually to the \$750,000 it would produce in the first full year of occupancy, escalating 2% compounded annually thereafter;

WHEREAS, pursuant to the Agreement herein proposed, the Project would produce over \$8.1 million in tax revenue over the first ten years of occupancy;



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts

Item No. 75-19

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WHEREAS, the Project would additionally produce approximately \$816,000 in Building Permit Fee revenue for the City at the commencement of construction;

WHEREAS, the Project is subject under the Agreement to the provisions of *City Ordinance Ch. 3.29 – Employment Opportunities with Developers Fostering Economic Development*, which requires that during the development of this Project the first consideration of any additional employment of tradesmen/tradeswomen and/or any apprentices to be working on this Project will be given to qualified applicants who are residents of the City and/or who are ex-felons to the greatest extent possible toward meeting the requirements of twenty (20%) percent local resident hires and five (5%) percent ex-felon hires;

WHEREAS, the Agreement requires that the Developer also comply with the *City's Minority Business Enterprise Program Ordinance, Chapter 3.12.130 of the Code of Ordinances*, which establishes a requirement that six percent (6.0%) of the value of the construction contracts awarded for the Project go to African-American Minority Business Enterprises, and establishes an overall attainable goal that fifteen percent (15%) of the value of the Project's construction contracts be awarded to Minority Business Enterprises and fifteen percent (15%) to Women Business Enterprises;

WHEREAS, this Project meets the eligibility criteria of the City's Tax Incentive Development Program in that the City's Office of Planning and Economic Development ("OPED") finds that it:

- (1) represents at least \$3 million in investment;
- (2) is compatible with the Master Plan;
- (3) has received OPED's economic pro-forma analysis;
- (4) creates public benefits in neighborhood improvement;
- (5) shall not generate any less in taxes than in the year prior;
- (6) shall begin construction within two years;
- (7) has earned OPED's favorable report on economic impact

WHEREAS, this matter requires the publication of newspaper notice, or other suitable public notice, and the scheduling of a public hearing prior to approval.

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts

Item No. 75-19

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**RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT
AND CONTRACTS**

Jeanette Herron, D-133rd, Co-Chair

Ernest E. Newton II, D-139th, Co-Chair

M. Evette Brantley, D-132nd Co-Chair

Maria I. Valle, D-137th, Co-Chair

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Michael A. DeFilippo, D-133rd

Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

Rosalina Roman-Christy, D-135th

Scott Burns, D-130th

Mary A. McBride-Lee, D-135th

City Council Date: April 20, 2020

ATTACHMENT - A

TAX INCENTIVE DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF BRIDGEPORT ("CITY")

AND

CANFIELD PARTNERS, LLC ("DEVELOPER")

RE: CANFIELD PARTNERS DEVELOPMENT

WHEREAS, the Developer owns or will own certain real property consisting of four (4) separate parcels having addresses at 872 Brewster Street, 306 Canfield Avenue, 200 Princeton Street, and 218 Alfred Street, Bridgeport, Connecticut as more particularly described in **Schedule A** attached hereto and made a part hereof (the "**Property**") and intends to invest significant sums in the renovation of the Property in order to create approximately 300 units of housing ("**Units**") and related project amenities (the "**Project**") on the Property; and

WHEREAS, the Property consists of underutilized improved property that produces limited tax revenue; and

WHEREAS, the Developer's pursuit of the Project on the Property would be beneficial to the City because it provides for the creation of needed housing, and the creation of retail and commercial space in the Black Rock area of the City; and

WHEREAS, the Developer has agreed and committed to develop the Project on the Property at an approximate total Project cost of \$70 Million (\$70,000,000) Dollars inclusive of all hard and soft costs related to the Project; and

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

WHEREAS, the Developer has applied to the City for a tax incentive development agreement ("**Tax Incentive Agreement**") pursuant to the provisions of the City's Tax Incentive Development Ordinance, Chapter 3.20 of the Bridgeport Municipal

Code of Ordinances, as amended on November 4, 2013 and October 16, 2017 (“**Tax Incentive Ordinance**”), which ordinance is in conformity with Connecticut General Statutes; and

WHEREAS, the Office of Planning and Economic Development (“**OPED**”) has determined pursuant to the requirements of the Tax Incentive Ordinance that the projected level of future Taxes on the Property and Project under normal assessment and levy practices would make the proposed Project economically unfeasible; and

WHEREAS, the Developer has emphasized its willingness and has proven its capability to undertake the Project, conditioned upon the execution of an appropriately structured Tax Incentive Agreement with the City; and

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

WHEREAS, the parties agree that the Property and the Project meet the definition of “development property” as defined in Connecticut General Statutes, Section 7-482, and the parties intend for the Property to be exempt, in whole or in part as described herein, from Taxes pursuant to Connecticut General Statutes Section 7-498 in order to ensure that the Project is economically feasible; and

WHEREAS, the Developer and the City have negotiated and wish to execute this Agreement, which provides for payment of taxes at their current level on the Property until the first day of July or January next following the date Developer takes title to the Property (the “**Commencement Date**”) and thereafter continuing for a two (2) year period, whether or not construction has started by that date (“**Construction Period**”), for an additional one-year lease-up period immediately following the expiration of the Construction Period (“**Lease-Up Period**”), and thereafter to be partially abated and incrementally increased during the following nine (9) years of the Project’s operation (“**Operating Period**”, collectively the “**Term**”); and

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

WHEREAS, the schedule of Taxes set forth in the Tax Schedule (defined below) shall be imposed irrespective of future assessments, Grand Lists, mill rates, tax billing procedures, and the like otherwise applicable to the taxation of other property in the City of Bridgeport.

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

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

The above recitals are incorporated by reference into the body of this Agreement with full legal effect as if set forth herein.

1. **Tax Incentive Payments; Commencement Dates; Installments.** The Developer and the City hereby enter into this Tax Incentive Agreement for the Property permitting the full or partial abatement of Taxes during the Term, as follows:

(a) Construction Period Tax Abatement. Taxes shall be due on the Property during the Construction Period (the "**Construction Period Tax Abatement**") in accordance with the tax schedule (the "**Tax Schedule**") set forth in **Exhibit A** attached hereto and made a part hereof.

(b) Lease-Up Period Tax Abatement. Taxes shall be due on the Property during the Lease-Up period (the "**Lease-Up Period Tax Abatement**") in accordance with the Tax Schedule, provided that the Developer has satisfied the requirements for the Construction Period Tax Abatement set forth in the immediately preceding paragraph, for an additional one year to allow the Developer to lease units in the Project.

(c) First Nine (9) Years of Project Operation. If the Developer has met its obligations under subparagraphs (a) and (b) above, following the expiration of the Lease-Up Period described in the immediately preceding paragraph, Taxes due on the Property during the Operating Period (the "**Operating Period Tax Abatement**") shall be due and payable in semi-annual installments with an annual increase of 2.0% (two percent) per annum compounded being added every twelve (12) months thereafter for the remainder of the Term, all as set forth in the Tax Schedule.

The Taxes due pursuant to paragraphs (a) through (c) above shall collectively be referred to as “**Tax Incentive Payments**” and each a “**Tax Incentive Payment**” during the Term, such Tax Incentive Payments being in lieu of all otherwise applicable Taxes on the Project.

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

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

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

period such payments were made. The Property and Project shall be listed as Development Property as defined in Connecticut General Statutes, Section 7-482 on the City of Bridgeport Tax Assessor's records, and shall be subject to the provisions of Chapter 205 Municipal Tax Liens, of the Connecticut General Statutes, Sections 12-171 to 12-195g et seq.

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

6. **WPCA Fees.** This Tax Incentive Agreement and the Taxes to be paid pursuant to Exhibit A are separate and distinct from any Water Pollution Control Authority charges that the Developer may be obligated to pay.

7. **Commencement of Construction; Developer Investment.** The Developer agrees to commence construction of the Project and agrees to invest approximately Seventy Million (\$70,000,000) Dollars in hard and soft acquisition and development costs, construction costs and environmental remediation costs related to the Project.

8. **Completion of the Project.** As a condition to this Tax Incentive Agreement, the Developer agrees to expeditiously commence and complete using best efforts with due diligence all work necessary to complete the Project observing all the terms and conditions of this Tax Incentive Agreement and all applicable federal, state and local laws and regulations throughout the Term.

9. **Binding Effect; Actions of Developer and City.** This Tax Incentive Agreement shall be binding upon the City and the Developer, and their respective successors and permitted assigns. The Developer shall record an executed copy of this Tax Incentive Agreement in the Bridgeport Land Records in order to be effective. The City shall communicate with the Tax Assessor and the Tax Collector to ensure that they are aware of the terms of this Tax Incentive Agreement.

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

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

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

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

All notices to Developer: Canfield Partners, LLC
40 Reef Road
Fairfield, CT 06824
Attn: William R. Finger

And Spinnaker Canfield LLC
c/o Spinnaker Real Estate Partners, LLC
Attn: Clayton H. Fowler
1 North Water Street, Suite 100
Norwalk, Connecticut 06854

with a copy to: Russo & Rizio, LLC
One Post Road
Fairfield, CT 06824
Attn: William M. Petroccio, Esq.

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

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

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

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

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

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

(c) Each Transferee shall execute an assignment and assumption agreement of the Obligations with OPED, which document the Transferee shall record on the Bridgeport Land Records in order for such Transfer of Control to be effective as to this Tax Incentive Agreement.

Except as otherwise specifically provided herein, a Transfer of Control without the City's prior written consent shall constitute an Event of Default under this Tax Incentive Agreement on and as of the date of such transfer and shall constitute a termination of the Tax Incentive Agreement. Notwithstanding anything to the contrary stated herein, a Transfer of Control to an affiliate of the applicant, meaning an entity that controls or is controlled by the Developer (each, an "**Affiliate**"), for the Tax Incentive Agreement or an Affiliate of any subsequent Transferee approved by the City shall not constitute a Default under this Agreement. Further, any grant of a security interest in the Property or the Developer's rights and/or this Agreement to an affiliate or an institutional lender shall

not constitute a "Transfer of Control" for purposes of this Agreement and no such grant shall require the City's consent, or constitute a Default under this Agreement.

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

17. **MBE Compliance; Local Resident Hiring Efforts.** The Tax Incentive Ordinance establishes requirements for the Developer's employment of minority contractors in connection with the Project. The City has established a Minority Business Enterprise Program Ordinance, Chapter 3.12.130 of the Code of Ordinances, attached hereto and made a part hereof as **Exhibit B ("MBE Ordinance")**. The Developer's compliance with the MBE Ordinance shall be deemed to be compliance with the MBE hiring requirements of the Tax Incentive Ordinance. The City's Office of Small & Minority Business Enterprise will administer the Developer's compliance with the MBE Ordinance. The City shall apply and the Developer shall observe the MBE Ordinance in the following manner for construction contracts for the Project:

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

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

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

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

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

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

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

(iii) The Developer will provide the City's Office of Contract Compliance established under Municipal Code Sec. 3.12.130 with such information requested by said office concerning the employment pattern, practices and procedures of the Developer as they relate to the provisions of subsections (a) and (b) of this section and any rules and regulations and/or orders issued pursuant thereto.

(iv) Prior to seeking a building permit for the Project, Developer shall meet with the City's Office of Contract Compliance with paperwork sufficient

to establish Developer's satisfaction of this requirement or documentation sufficient to the said office for said office to issue a waiver of this requirement for good cause shown.

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

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

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

(viii) The Developer will coordinate its bidding activities with Mr. Fred Gee, Senior Program Administrator, in the City's Office of Small & Minority Business Enterprise, 999 Broad Street, 1st Floor ("**MBE Administrator**").

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

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

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

18. **Excusable Delay.** The parties hereto, respectively, shall not be in default of their respective obligations under this Tax Incentive Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or

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

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

NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS THEREOF, the parties have executed this agreement this _____ day of _____, 2019.

In the presence of:

CITY OF BRIDGEPORT

By: _____

Title: _____
duly-authorized

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD) ss. Bridgeport _____, 201__
)

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

Commissioner of the Superior Court
Notary Public
Commission Expires:

In presence of:

CANFIELD PARTNERS, LLC

By: Eastpointe Canfield LLC
Its Member

By: _____

Name:

Title:

Duly-authorized

AND

By: Spinnaker Canfield LLC
Its Member

By: _____

Name:

Title:

Duly-authorized

STATE OF CONNECTICUT)
) ss. _____, 2019
COUNTY OF FAIRFIELD)

On this the ____ day of _____, 2019, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the duly authorized _____ of Eastpointe Canfield LLC, member of Canfield Partners, LLC signer and sealer of the foregoing instrument, and that he as such and being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such _____.

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

STATE OF CONNECTICUT)
) ss. _____, 2019
COUNTY OF FAIRFIELD)

On this the ____ day of _____, 2019, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the duly authorized _____ of Spinnaker Canfield LLC, member of Canfield Partners, LLC signer and sealer of the foregoing instrument, and that he as such and being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such _____.

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

SCHEDULE A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

ALL THOSE CERTAIN pieces or parcels of land, together with the buildings and improvements thereon, situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, shown as Lots A, B, C and D on a certain map entitled, "Plan of Survey of Properties in Bridgeport, CT Prepared For: Invest II", dated April 22, 1992, Revised May 26, 1992, prepared by Fuller & Co., Inc., which plan is filed in the Bridgeport Town Clerk's Office in Map Volume 52, Page 26, to which reference may be had for a more particular description

EXHIBIT A

Tax Schedule

Installments

Construction Period Tax Abatement

First Installment	\$136,035.10
Second Installment	\$136,035.10
Third Installment	\$136,035.10
Fourth Installment	\$136,035.10

Lease-Up Period Tax Abatement

First Installment	\$136,035.10
Second Installment	\$136,035.10

Operating Period Tax Abatement

First Installment	\$375,000.00
Second Installment	\$375,000.00
Third Installment	\$382,500.00
Fourth Installment	\$382,500.00
Fifth Installment	\$390,150.00
Sixth Installment	\$390,150.00
Seventh Installment	\$397,953.00
Eighth Installment	\$397,953.00
Ninth Installment	\$405,912.06

Tenth Installment	\$405,912.06
Eleventh Installment	\$414,030.30
Twelfth Installment	\$414,030.30
Thirteenth Installment	\$422,310.91
Fourteenth Installment	\$422,310.91
Fifteenth Installment	\$430,757.12
Sixteenth Installment	\$430,757.12
Seventeenth Installment	\$439,372.26
Eighteenth Installment	\$439,372.26

Exhibit B

**Minority & Small Business Enterprise Program Ordinance
And Local Hiring Ordinance**

ATTACHMENT - B (page 1 of 2)

OPED Tax Impact Analysis - Canfield Ave

4/1/2020

CANFIELD AVE

	Current	Current
	<u>Assessed Value</u>	<u>Tax Per Parcel</u>
306 Canfield	\$ 4,720,080	\$ 256,630.75
200 Princeton (Lot)	\$ 78,220	\$ 4,252.82
218 Alfred (Lot)	\$ 78,220	\$ 4,252.82
872 Brewster (Lot)	\$ 127,530	\$ 6,933.81
	\$ 5,004,050	\$ 272,070.20

1000 mil (as divider)
 54.37 mil rate when analyzed
 53.99 current mil rate *

\$ 272,070 current tax

New Tax

\$2,500 per unit

300 # units \$ 750,000 new tax

Est. Building Permit \$ 816,000

Terms of Tax Incentive Development Agreement

3 yrs fixed (construction/leasing) @ current \$ 272,070
 4th year at increased base of: \$ 750,000
 Escalating years 5-12 annually at 1.02

Schedule of Tax Payments Due

	<u>Per Agreement</u>	<u>If No Deal</u>	<u>Increase % With Total</u>
Year 1 Construction Fixed at Current Tax	\$ 272,070	\$ 270,169	101%
Year 2 Construction Fixed at Current Tax	\$ 272,070	\$ 270,169	101%
Year 3 Lease-Up Fixed at Current Tax	\$ 272,070	\$ 270,169	101%
Year 4 at New Base Tax	\$ 750,000	\$ 270,169	278%
Year 5 Escalating	\$765,000	\$ 270,169	283%
Year 6 Escalating	\$780,300	\$ 270,169	289%
Year 7 Escalating	\$795,906	\$ 270,169	295%
Year 8 Escalating	\$811,824	\$ 270,169	300%
Year 9 Escalating	\$828,061	\$ 270,169	306%
Year 10 Escalating	\$844,622	\$ 270,169	313%
Year 11 Escalating	\$861,514	\$ 270,169	319%
Year 12 Escalating	<u>\$878,745</u>	<u>\$ 270,169</u>	<u>325%</u>
10yr Totals:	\$ 8,132,182	\$ 2,701,687	\$ 5,430,495

Add Permit Fee \$ 816,000
Tot Taxes & Fee \$ 8,948,182
Tot Increase Rev \$ 6,246,495
%Increase Total 331%

ATTACHMENT - B (page 2 of 2)

OPED Tax Impact Analysis - Canfield Ave

4/1/2020

Analysis of Theoretical Taxes Forgone

Assumed Full Tax/unit \$ 4,500

**% of Full
&**

<u>Year</u>	<u>Per Agreement</u>	<u>Assumed Full Tax</u>	<u>Tot Foregone</u>
Year 1 - Construction	\$ 272,070	\$ 272,070	100%
Year 2 - Construction	\$ 272,070	\$ 272,070	100%
Year 3 - Lease-Up	\$ 272,070	\$ 675,000	40%
Year 4 - Full Operation	\$ 750,000	\$ 1,350,000	56%
Year 5	\$765,000	\$ 1,350,000	57%
Year 6	\$780,300	\$ 1,350,000	58%
Year 7	\$795,906	\$ 1,350,000	59%
Year 8	\$811,824	\$ 1,350,000	60%
Year 9	\$828,061	\$ 1,350,000	61%
Year 10	\$844,622	\$ 1,350,000	63%
Year 11	\$861,514	\$ 1,350,000	64%
Year 12	<u>\$878,745</u>	<u>\$ 1,350,000</u>	<u>65%</u>
Totals	\$ 8,132,182	\$ 13,369,140	\$ 5,236,958

% Foregone Tot 39%

Item #76-19

First Amendment to the Facility Development and Operating Agreement dated as of December 2017 with Harbor Yard Amphitheater, LLC



**Report
of
Joint Committee
on
Economic Community and Developtment and
Environment & Contracts**

City Council Meeting Date: April 20, 2020

Lydia N. Martinez

Attest: _____

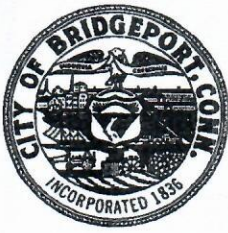
Lydia N. Martinez, City Clerk

Approved by: _____

Joseph P. Ganim, Mayor

Date Signed: _____

(Report returned from Mayor not signed on May 6, 2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

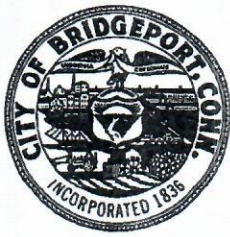
The **Joint Committee on ECD & Environment and Contracts** begs leave to report; and recommends for adoption the following resolution:

Item No. 76-19

NOW THEREFORE BE IT RESOLVED, that the attached First Amendment to the Facility Development and Operating Agreement dated as of December 2017 with Harbor Yard Amphitheater, LLC for the City of Bridgeport, be and it hereby is, in all respects, approved, ratified and confirmed, as amended in committee.

BE IT FURTHER RESOLVED, that the Mayor or the Director of OPED is authorized and empowered to finalize and execute the attached First Amendment to the Facility Development and Operating Agreement dated as of December 2017 by and between the City of Bridgeport, Connecticut ("City" or "Owner") and Harbor Yard Amphitheater, LLC ("HYA" or "Operator") materially as amended in committee, and in final form satisfactory to the Director of OPED and the City Attorney, and is further authorized and empowered to negotiate and to execute such other agreements and to take such other necessary or desirable actions in furtherance of the Project, consistent with this resolution and in accordance with the substantive terms of the Agreement as amended by this First Amendment."

BE IT FURTHER RESOLVED, that this the City Council acknowledges the committee's condition of approval that OPED submit revised Exhibit 6 *Renovation Budget* and Exhibit 7 *Schedule of Values*, in accord with this First Amendment as amended in committee, to the City Council prior to its Monday, April 20, 2020 regular meeting has been satisfied.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts

Item No. 76-19

-2-

**RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT
AND ENVIRONMENT
AND
CONTRACTS**

Jeanette Herron, D-133rd, Co-Chair

Ernest E. Newton II, D-139th, Co-Chair

M. Evette Brantley, D-132nd Co-Chair

Maria I. Valle, D-137th, Co-Chair

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

Rosalina Roman-Christy, D-135th

Scott Burns, D-130th

Mary A. McBride-Lee, D-135th

City Council Date: April 20, 2020

Revised: 4/14/20

FIRST AMENDMENT

FACILITY DEVELOPMENT AND OPERATING AGREEMENT

DATED AS OF DECEMBER 2017

BY AND BETWEEN

THE CITY OF BRIDGEPORT, CONNECTICUT (“City” or “Owner”)

AND

HARBOR YARD AMPHITHEATER, LLC (“HYA” or “Operator”)

(“Agreement”)

The Agreement entered between the parties (Owner and Operator) in

December 2017 is hereby AMENDED BY DELETION OF THE ORIGINAL PROVISIONS AND SUBSTITUTION of the below REVISED contract provisions:

Section 1.1 (definitions of “Capital Repair & Replacement Contributions” and “Renovation Budget”; Section 2.6 (a) and (b); Section 3.2; Section 7.1 (a) and Exhibits 6 and 7 (with all other terms and provisions of the Agreement, remaining in full force and effect) as follows:

**ARTICLE I
DEFINITIONS, PARTY REPRESENTATIVES AND
THEIR RESPECTIVE SCOPES OF AUTHORITY;
SUBSTANTIVE CHANGES**

1.1 Definitions.

... “Capital Repair & Replacement Contributions” shall, for the City’s portion, mean funds generated through the Rent or PILOT payments in excess of Three Hundred Fifty Thousand Dollars (\$350,000) per year as necessary to invest One Million Dollars (\$1,000,000) into the Capital R&R Account. . .

... “Renovation Budget” shall mean the sum of approximately Twenty-Four Million Dollars (\$24,000,000), for which HYA and the City will each contribute up to Twelve Million Dollars (\$12,000,000) in capital, except that HYA shall be solely responsible for any renovation costs in excess of Twenty-Four Million Dollars (\$24,000,000).

**ARTICLE II
GRANT OF LICENSE, TERM, RENT,
USE OF STADIUM PREMISES;
PERFORMANCE GUARANTEES,
INDEMNIFICATION AND INSURANCE**

2.6 Rent or PILOT; Increases; Excess to Capital R&R Account; Process; WPCA; Admissions Tax.

(a) The rent or other compensation payable to the City (“PILOT”) shall be Three Dollars (\$3.00) per Manifested Concert Ticket Sold for the first five (5) years of the Term. In the second five (5) years of the Term, such PILOT payment shall increase to Three Dollars and Twenty-Five Cents (\$3.25) per Manifested Concert Ticket Sold. In the third five (5) years of the Term, such PILOT payment shall increase to Three Dollars and Fifty Cents (\$3.50) per Manifested Concert Ticket Sold. In the fourth five (5) years of the Term, such PILOT payment shall increase to Three Dollars and Seventy-Five Cents (\$3.75) per Manifested Concert Ticket Sold. “Manifested

Concert Ticket Sold” shall mean tickets sold for concert Events but shall not include (a) a reasonable number of complementary tickets that the performer approves for distribution at the performer’s Event, if any, nor (b) Premium Seating. The Operator guarantees a minimum PILOT payment of Two Hundred Fifty Thousand (\$250,000) Dollars per Year during the Term. The PILOT is not in lieu of Bridgeport Water Pollution Control Authority (“WPCA”) user fees or assessments, which shall be the sole cost and expense of HYA. The City’s five percent (5%) admissions tax, so long as such shall be enabled by ordinance and not otherwise exempted, shall also be due and owing in addition to the PILOT payments.

(b) All PILOT payments in excess of Three Hundred Fifty Thousand (\$350,000) Dollars during each Year shall be deposited into the Capital Repair & Replacement Account only until the City has contributed a total of One Million Dollars (\$1,000,000) into the Capital Repair & Replacement Account. Thereafter, all PILOT amounts collected in excess of One Million Dollars (\$1,000,000) shall be paid into the City general fund. Annually the City shall replenish the Capital Repair & Replacement Account up to its cap of One Million Dollars (\$1,000,000) or such greater amount as the City and HYA mutually determine to be appropriate based upon the Facility Condition Report.

ARTICLE III RENOVATION; APPROVAL OF DESIGN; COMPLETION OF FACILITY; PARTY CONTRIBUTIONS; SPENDING PLAN; MEETINGS AND REPORTS; WINTERIZATION

3.2 The parties have agreed to make capital investments in the renovation of the Facility into the Facility on a shared 50/50 basis up to a maximum of Twenty-Four Million Dollars (\$24,000,000), with HYA solely responsible for any excess costs and expenses. The City will contribute up to Twelve Million Dollars (\$12,000,000) toward its completion and HYA will contribute matching funds up to Twelve Million Dollars (\$12,000,000), for an anticipated budget of Twenty-Four Million Dollars (\$24,000,000), as well as any additional funds required. The City shall segregate the amount of its maximum contribution in a separate bank subaccount designated as the Facility renovation account (“Renovation Account”) for the Facility project and shall make its contributions in the following amounts and order pursuant to the renovation budget that HYA prepares for the Facility project (“Renovation Budget”) to be attached hereto as Exhibit 6 in accordance with a schedule of values (“Schedule of Values”) to be attached hereto as Exhibit 7:

- With respect to any renovation costs incurred to renovate the Facility up to \$10,000,000 (“First Tier Renovation Costs”), the City’s contribution to the Renovation Account shall equal \$5,000,000, payable on or before the thirtieth (30th) day following the commencement of the Term of this Agreement and the Operator shall be responsible for the balance of the First Tier Renovation Costs. In the event the total costs are less than \$10,000,000 then the City shall be reimbursed by HYA in such amount as necessary to equally allocate costs on a 50 / 50 cost shared basis between the parties.

- On the date that invoices for renovation costs are anticipated to exceed \$10,000,000 but have not yet exceeded \$12,000,000 (the “Second Tier Renovation Costs”), as evidenced by documentation provided by the Operator to the City, and assuming the Operator is then in substantial compliance with this Agreement, the City shall contribute an additional \$1,000,000, or one-half (1/2) of the anticipated Second Tier Renovation Costs), whichever is less, into the Renovation Account. The City shall join the Operator in authorizing disbursements from the Renovation Account to pay invoices within the Second Tier Renovation Costs as long as such Second Tier Renovation Costs are borne equally by the City and the Operator.
- On the date that invoices for renovation costs are anticipated to exceed \$12,000,000 (the “Third Tier Renovation Costs”), as evidenced by documentation provided by the Operator to the City, and assuming the Operator is then in substantial compliance with this Agreement, the City shall contribute up to an additional \$1,500,000, or one-half (1/2) of the anticipated Third Tier Renovation Costs, whichever is less, into the Renovation Account. The City shall join the Operator in authorizing disbursements from the Renovation Account to pay invoices within the Third Tier Renovation Costs as long as such Third Tier Renovation Costs are borne equally by the City and the Operator.
- On the date that invoices for renovation costs are anticipated to exceed \$15,000,000 (the “Fourth Tier Renovation Costs”), as evidenced by documentation provided by the Operator to the City, and assuming the Operator is then in substantial compliance with this Agreement, the City shall contribute up to an additional \$1,500,000, or one-half (1/2) of the anticipated Fourth Tier Renovation Costs, whichever is less, into the Renovation Account. The City shall join the Operator in authorizing disbursements from the Renovation Account to pay invoices within the Fourth Tier Renovation Costs as long as such Fourth Tier Renovation Costs are borne equally by the City and the Operator.
- On the date that invoices for renovation costs are anticipated to exceed \$18,000,000 (the “Fifth Tier Renovation Costs”), as evidenced by documentation provided by the Operator to the City, and assuming the Operator is then in substantial compliance with this Agreement, the City shall contribute up to an additional \$1,500,000, or one-half (1/2) of the anticipated Fifth Tier Renovation Costs, whichever is less, into the Renovation Account. The City shall join the Operator in authorizing disbursements from the Renovation Account to pay invoices within the Fifth Tier Renovation Costs as long as such Fifth Tier Renovation Costs are borne equally by the City and the Operator.

- On the date that invoices for renovation costs are anticipated to exceed \$21,000,000 (the "Sixth Tier Renovation Costs"), as evidenced by documentation provided by the Operator to the City, and assuming the Operator is then in substantial compliance with this Agreement, the City shall contribute up to an additional \$1,500,000, or one-half (1/2) of the anticipated Sixth Tier Renovation Costs, whichever is less, into the Renovation Account. The City shall join the Operator in authorizing disbursements from the Renovation Account to pay invoices within the Sixth Tier Renovation Costs as long as such Sixth Tier Renovation Costs are borne equally by the City and the Operator.
- Disbursements shall be made from the Renovation Account to the Operator to fund the City's share of the First Tier Renovation Costs as and when renovation is certified as being 10% complete by the Operator's architect, and at such time as every certification is made of an additional 10% completion thereafter by the Operator's architect as set forth in the Schedule of Values.

Upon Substantial Completion of the Facility renovations, the parties shall true-up the renovation costs so that the City pays no more than \$12,000,000, or one-half (1/2) of the cost of renovation up to \$24,000,000, whichever is less.

Professional design and engineering fees shall be payable from the Renovation Account as shared costs. All renovation costs for the Facility that exceed \$24,000,000 shall be the sole financial obligation of the Operator and be paid solely by it. If the City is compelled or ordered not to, or fails to, issue a notice to proceed within thirty six (36) months due to litigation concerning the Webster Bank Arena to which the City is a party in which the Arena operator alleges that this Agreement is precluded by the existing Arena contract with the City, more specifically including but not limited to that certain pending lawsuit in Bridgeport Superior Court (Docket No. FBT-CV-16-6058441-S), of the date of execution of this Agreement, the City is not obligated to reimburse the Operator any costs or expenses of the Operator, including but not limited to professional design and engineering fees.

ARTICLE VII PARTIES' RESPECTIVE RESERVATION OF RIGHTS

7.1 City Reservation of Rights.

(a) Sports/Entertainment Authority

The Operator understands and agrees that the City has the unilateral right to establish a sports or entertainment authority with the consent of the City Council and that this Agreement,

and the City's rights, duties and obligations thereunder, may be assigned to such an authority as the City's successor under this Agreement at its sole discretion.

EXHIBIT 6 *Renovation Budget* and EXHIBIT 7 *Schedule of Values* of the Agreement are hereby DELETED; and a REVISED EXHIBIT 6 *Renovation Budget* and a REVISED EXHIBIT 7 *Schedule of Values* are to be SUBSTITUTED by the parties in lieu thereof, so as to be SUBSTANTIVELY CONSISTENT WITH THE TERMS OF THIS First Amendment.

This Agreement has been drafted mutually by the parties and shall not be construed as against either party as having been the sole or principal drafter hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the _____ day of _____, 2020.

Attest: OWNER / CITY OF BRIDGEPORT:

_____ By:
_____, Its _____,
Duly Authorized

Attest: OPERATOR / HARBOR YARD AMPHITHEATER, LLC

_____ By:
_____, Its President
Duly Authorized

Ortiz, Frances

From: Anastasi, Mark T
Sent: Tuesday, April 14, 2020 3:49 AM
To: Ortiz, Frances
Cc: Martinez, Lydia; Nieves, Aidee; Newton, Ernest; Herron, Jeanette; Gill, Thomas; Gaudett, Thomas; Pacacha, Ronald; Robert Berchem; Meyer, RChristopher; Hawkins, Janene; Pettway, Lonnette
Subject: REVISED CLEAN Copy of First Amendment to HYA Agreement
Attachments: CLEAN copy of First Amendment to Amphitheater Contract.docx

Frances:

Per your request - attached is a CLEAN COPY of Item #76-19 as amended in the Contracts Committee. Thanks.

Item #77-19

Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement – Congress Plaza.



Report
of
Joint Committee
on
Economic Community and Development and
Environment & Contracts

City Council Meeting Date: April 20, 2020

Lydia N. Martinez

Attest:

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

(Report returned from Mayor not signed on May 6, 2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 77-19

RESOLUTION MAKING CERTAIN FINDINGS REQUIRED BY THE CITY AND TOWN DEVELOPMENT ACT

**As Precursor to Consideration of a Tax Incentive Development Agreement for Congress Plaza
Commons**

WHEREAS, the *Connecticut City and Town Development Act* (Chapter 114 of the *Connecticut General Statutes*, herein referred to as the “**Act**”) allows municipalities to exercise certain economic development powers;

WHEREAS, the Act requires that in connection with, and as precursor to, the exercise of any such powers, the City Council must make certain findings as are more particularly detailed within the Act, in Section 7-485 of the *Connecticut General Statutes* (see Attachment A);

WHEREAS, the City’s Office of Planning and Economic Development has presented to the City Council via separate resolution a Tax Incentive Development Agreement for Congress Plaza Commons (the “**Agreement**”);

WHEREAS, the City Council wishes to consider the Agreement pursuant to the provisions of the Act;

NOW THEREFORE BE IT RESOLVED that the Bridgeport City Council hereby makes the following eight findings and determinations:

(1) An unreasonable number of residents of the municipality are subject to hardship in finding employment and adequate, safe and sanitary housing;

(2) Conditions of blight and deterioration exist in parts of the municipality or the municipality would substantially benefit from the renovation, rehabilitation or construction of commercial or residential properties;

(3) Private enterprise is not meeting such need for employment, housing, the reduction of blight and deterioration, or the renovation, rehabilitation or construction of commercial or residential properties;

(4) The need for employment and adequate, safe and sanitary housing will be lessened and the municipality will be revitalized by the exercise of the powers granted under this chapter;



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts

Item No. 77-19

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(5) Adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance and insurance of all development property;

(6) A feasible method exists and shall be utilized for the relocation into safe and sanitary dwellings of comparable rent of families and individuals displaced as a consequence of the exercise of any power granted under this chapter and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by this chapter for the public benefit;

(7) Development property shall not be acquired or disposed of without due consideration of the environmental and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services;

(8) The acquisition or disposition of all development property shall advance the public interest, general health, safety and welfare, and development, growth and prosperity of the municipality.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts

Item No. 77-19

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**RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT
AND CONTRACTS**

Jeanette Herron, D-133rd, Co-Chair

Ernest E. Newton II, D-139th, Co-Chair

M. Evette Brantley, D-132nd Co-Chair

Maria I. Valle, D-137th, Co-Chair

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

Rosalina Roman-Christy, D-135th

Scott Burns, D-130th

Mary A. McBride-Lee, D-135th

City Council Date: April 20, 2020

Attachment A

Sec. 7-485. Required municipal findings and determinations. Discretionary referendum. (a) No power granted to a municipality under this chapter may be exercised unless and until the municipality shall have found and determined by resolution that conditions substantially as described in section 7-481 exist in the municipality, are continuing and may be ameliorated by the exercise of the powers granted under this chapter. Such resolution shall include the following findings and determinations and the following standards for the implementation of the powers granted under this chapter: (1) An unreasonable number of residents of the municipality are subject to hardship in finding employment and adequate, safe and sanitary housing; (2) conditions of blight and deterioration exist in parts of the municipality or the municipality would substantially benefit from the renovation, rehabilitation or construction of commercial or residential properties; (3) private enterprise is not meeting such need for employment, housing, the reduction of blight and deterioration, or the renovation, rehabilitation or construction of commercial or residential properties; (4) the need for employment and adequate, safe and sanitary housing will be lessened and the municipality will be revitalized by the exercise of the powers granted under this chapter; (5) adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance and insurance of all development property; (6) a feasible method exists and shall be utilized for the relocation into safe and sanitary dwellings of comparable rent of families and individuals displaced as a consequence of the exercise of any power granted under this chapter and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by this chapter for the public benefit; (7) development property shall not be acquired or disposed of without due consideration of the environmental and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services; (8) the acquisition or disposition of all development property shall advance the public interest, general health, safety and welfare, and development, growth and prosperity of the municipality.

(b) Each resolution adopted pursuant to subsection (a) of this section may be submitted to the electors of the municipality for their approval. If the legislative body of a municipality votes to submit a resolution to the electors of the municipality, not later than fourteen days after the adoption of such resolution a copy of such resolution shall be published in a newspaper having a general circulation within the municipality in which such resolution was adopted together with a notice of the time that a referendum shall be held on the question of approval of such resolution. The question of approval of such resolution shall be submitted to the electors of such municipality at a special election called for such purpose to be held not less than thirty days, nor more than sixty days, after adoption of such resolution, in conformity with the provisions of section 9-369 or, if a regular municipal election is to be held more than sixty days, but

not more than one hundred twenty days, after the adoption of such resolution, such question shall be so submitted at such regular election and a vote thereon shall be taken in the manner prescribed by said section 9-369. If a majority of those voting in any such referendum vote to approve such resolution, such resolution shall thereupon become effective. If less than a majority of those voting in any such referendum vote to approve such resolution, it shall become null and void.

(c) Any resolution adopted pursuant to this section shall specify the period for which such resolution shall be effective, provided no such resolution shall be effective for a period in excess of five years from the effective date of such resolution. Upon the expiration of the effective period of any resolution adopted pursuant to this section: (1) Any indebtedness contracted, encumbrances made or commitments entered into by a municipality by resolution or contracts executed pursuant to resolution, including all proceedings related thereto, shall be valid and binding in accordance with their terms respectively and shall be of full force and effect if incurred, adopted or executed respectively during the period in which such resolution referred to in this section is effective and the municipality shall have all powers herein conferred with respect thereto notwithstanding the expiration of such period; and (2) the municipality which adopted such resolution shall not be authorized to exercise any powers created by this chapter, provided any such municipality shall be authorized to continue to exercise all powers created by this chapter in regard to any development property in regard to which any contract or lease has been previously entered into by such municipality with a sponsor or in regard to which any bonds or notes have been issued by such municipality.

(July Sp. Sess. P.A. 75-2, S. 6, 25; P.A. 16-133, S. 2.)

History: P.A. 16-133 amended Subsec. (a) by adding “parts of” and provision re municipality would substantially benefit from renovation, rehabilitation or construction of commercial or residential properties in Subdiv. (2), and adding reference to renovation, rehabilitation or construction of commercial or residential properties in Subdiv. (3), amended Subsec. (b) by substituting “may” for “shall” in provision re submittal to electors, and made technical changes.

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List of Titles)

Item #78-19

Resolution Authorizing a Tax Incentive Development Agreement for the Congress Plaza Commons Redevelopment Project.



**Report
of
Joint Committee
on
Economic Community and Develoment and
Environment & Contracts**

City Council Meeting Date: April 20, 2020

Attest:

Lydia N. Martinez

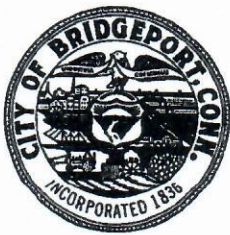
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganin, Mayor

Date Signed:

(Report returned from Mayor not signed on May 6, 2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 78-19

Resolution Authorizing a Tax Incentive Development Agreement For the Congress Plaza Commons Redevelopment Project

WHEREAS, the Primrose Companies Inc. or its permitted assignee, the Park City Redevelopment Group LLC, (the “**Developer**”) owns and wishes to develop certain real property consisting of three (3) separate parcels having addresses at 1269 Main Street, 191 Congress Street, and 199 Congress Street in Bridgeport, Connecticut (the “**Property**”) and intends to invest approximately \$20 million (\$20,000,000) dollars in private capital (the “**Project Investment**”) in the development of a 5-story, mixed-use, new construction project containing approximately 92 apartments, 5 retail shops, a parking garage containing 78 parking spaces, and related project amenities (the “**Project**”) on the Property;

WHEREAS, the Project is permitted per the Zoning Regulations of the City;

WHEREAS, the Developer has made application to the City’s Office of Planning and Economic Development (“**OPED**”) for a Tax Incentive Development Agreement (the “**Agreement**” attached hereto as **Attachment A**) which would establish a phased-in, increasing tax payment schedule for the Project over a two (2) year construction period, one (1) year lease-up period, and a seven (7) year operating period as more particularly described in the “**OPED Tax Impact Analysis**” attached hereto as **Attachment B**;

WHEREAS, OPED has analyzed this request, subjecting it to an economic pro forma analysis against industry and market standards for this type of Project, considering such factors as Developer equity and return, costs of construction, leveraging of private financing, all as per the requirements of the *City’s Tax Incentive Development Program, Ch 3.20 of the Municipal Code* and has sought the advice of its outside financial consultant, the National Development Council;

WHEREAS, the Property has previously been City-owned and has not produced any tax revenue for many years;

WHEREAS, pursuant to the Agreement, the Project would produce approximately \$140,000 per year in tax revenue;

WHEREAS, pursuant to the Agreement the Project would produce over \$1MM in total tax revenue over its ten-year duration;



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts

Item No. 78-19

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WHEREAS, the Project would additionally produce approximately \$360,000 in Building Permit Fee revenue for the City at the commencement of construction;

WHEREAS, the Project is subject under the Agreement to the provisions of *City Ordinance Ch. 3.29 – Employment Opportunities with Developers Fostering Economic Development*, which requires that during the development of this Project the first consideration of any additional employment of tradesmen/tradeswomen and/or any apprentices to be working on this Project will be given to qualified applicants who are residents of the City and/or who are ex-felons to the greatest extent possible toward meeting the requirements of twenty (20%) percent local resident hires and five (5%) percent ex-felon hires;

WHEREAS, the Agreement requires that the Developer also comply with the *City's Minority Business Enterprise Program Ordinance, Chapter 3.12.130 of the Code of Ordinances*, which establishes a requirement that six percent (6.0%) of the value of the construction contracts awarded for the Project go to African-American Minority Business Enterprises, and establishes an overall attainable goal that fifteen percent (15%) of the value of the Project's construction contracts be awarded to Minority Business Enterprises and fifteen percent (15%) to Women Business Enterprises;

WHEREAS, this Project meets the eligibility criteria of the City's Tax Incentive Development Program in that the City's Office of Planning and Economic Development ("OPED") finds that it:

- (1) represents at least \$3 million in investment;
- (2) is compatible with the Master Plan;
- (3) has received OPED's economic pro-forma analysis;
- (4) creates public benefits in neighborhood improvement;
- (5) shall not generate any less in taxes than in the year prior;
- (6) shall begin construction within two years;
- (7) has earned OPED's favorable report on economic impact

WHEREAS, this matter requires the publication of newspaper notice, or other suitable public notice, and the scheduling of a public hearing prior to approval.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts

Item No. 78-19

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

**RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT
AND CONTRACTS**

Jeanette Herron, D-133rd, Co-Chair

Ernest E. Newton II, D-139th, Co-Chair

M. Evette Brantley, D-132nd Co-Chair

Maria I. Valle, D-137th, Co-Chair

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Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

Rosalina Roman-Christy, D-135th

Scott Burns, D-130th

Mary A. McBride-Lee, D-135th

City Council Date: April 20, 2020

ATTACHMENT 'A'

TAX INCENTIVE DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF BRIDGEPORT ("CITY")

AND

THE PARK CITY REDEVELOPMENT GROUP, LLC ("DEVELOPER")

RE: CONGRESS PLAZA DEVELOPMENT

WHEREAS, the Developer owns or will own certain real property consisting of three (3) separate parcels having addresses at 1269-1299 Main Street, 191 Congress Street, and 199 Congress Street in Bridgeport, Connecticut as more particularly described in **Schedule A** attached hereto and made a part hereof (the "**Property**") and intends to invest significant sums in the redevelopment of the Property in order to create a 5-story, mixed-use development containing approximately 92 apartments, 5 retail shops, a parking garage containing 78 parking spaces and related project amenities (collectively, the "**Project**") as set forth and described in that certain Land Disposition Agreement between the parties dated October 14, 2018 (the "**LDA**"); and

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

WHEREAS, the Developer's development of the Project on the Property will be beneficial to the City because it will provide for the creation of needed housing in the Downtown North area of the City; and

WHEREAS, the Developer has agreed and committed to develop the Project on the Property in accordance with the LDA at an approximate total Project cost of Seventeen Million Five Hundred Thousand (\$17,500,000.00) Dollars inclusive of all hard and soft costs related to the Project; and

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

WHEREAS, the Developer has applied to the City for a tax incentive development agreement (the “**Tax Incentive Agreement**”) pursuant to the provisions of the City’s Tax Incentive Development Ordinance, Chapter 3.20 of the Bridgeport Municipal Code of Ordinances, as amended on November 4, 2013 and October 16, 2017 (the “**Tax Incentive Ordinance**”), which ordinance is in conformity with Connecticut General Statutes; and

WHEREAS, the Office of Planning and Economic Development (“**OPED**”) has determined, pursuant to the requirements of the Tax Incentive Ordinance, that the projected level of future Taxes on the Property and Project under normal assessment and levy practices would make the proposed Project economically unfeasible; and

WHEREAS, the Developer has emphasized its willingness and has proven its capability to undertake the Project, conditioned upon the execution of an appropriately structured Tax Incentive Agreement with the City; and

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

WHEREAS, the parties agree that the Property and the Project meet the definition of “development property” as defined in Section 7-482 Connecticut General Statutes and the parties intend for the Property to be exempt, in whole or in part as described herein, from Taxes pursuant to Connecticut General Statutes Section 7-498 in order to ensure that the Project is economically feasible; and

WHEREAS, the Developer and the City have negotiated and wish to enter into this Agreement, which provides for payment of Taxes at their current level on the Property from January 1, 2020 (the “**Commencement Date**”) and thereafter continuing the payment of Taxes at their current level until July 1, 2022 to allow a period to both construct the Project and to identify tenants or purchasers of units in the Project (collectively, the “**Construction/Lease-Up Period**”), and thereafter, based upon the issuance of a certificate of occupancy for the Project prior to the expiration of the Construction/Lease-Up Period, to allow Taxes at their then-current level to be partially abated in accordance with this Tax Incentive Agreement and then to be annually increased during the period starting from the expiration of the Construction/Lease-Up Period continuing in accordance with the Tax Schedule (defined below) for a total period of ten (10) years in the aggregate (the “**Term**”); and

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

WHEREAS, the schedule of Taxes set forth in the Tax Schedule (defined below) applicable to the Property shall be imposed irrespective of future assessments, Grand Lists, mill rates, tax billing procedures, and the like otherwise applicable to the real property taxation of other property in the City of Bridgeport during the Term; and

WHEREAS, this Tax Incentive Agreement shall have no effect upon the imposition of personal property taxes applicable to the Project, which shall be imposed in the ordinary course of business completely separate and apart from this Tax Incentive Agreement.

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

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

The above recitals are incorporated by reference into the body of this Agreement with full legal effect as if fully set forth herein.

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

(a) Taxes During the Construction/Lease-Up Period. Taxes shall be due on the Property during the Construction/Lease-Up Period starting on the Commencement Date at the annual rate of \$23,745.02 in accordance with the semi-annual payment schedule set forth in **Exhibit A** attached hereto and made a part hereof (the "**Tax Schedule**").

(b) Taxes During the Balance of the Term. If the Developer has met its obligations under subparagraph (a) above, Taxes due on the Property during the balance of the Term following the expiration of the Construction/Lease-Up Period shall be due and payable in semi-annual installments described generally as follows:

(i) Years 4 through 7 (January 1, 2023 through July 1, 2026): Taxes due on the Property are established at the rate of \$1,500.00 per unit per year x 92 units totaling \$138,000.00 per year;

(ii) Years 8 through 10 (January 1, 2027 through July 1, 2029) with an annual increase of 1.025% compounded annually through the end of the Term as set forth in the Tax Schedule.

The Taxes due pursuant to paragraphs (a) and (b) above shall collectively be referred to as "**Tax Incentive Payments**" and each a "**Tax Incentive Payment**" during the Term, such Tax Incentive Payments being in lieu of all otherwise applicable real estate taxes on the Project.

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

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

4. **Defaults; Remedies.** A default ("**Default**") shall exist hereunder if any of the following occur (each an "**Event of Default**"): If the Developer shall have: (a) committed a Delinquency in connection with three (3) Installments, regardless of whether the Developer subsequently pays such Installment with interest; (b) allowed a Delinquency to exist in excess of 90 days, regardless of whether the Developer subsequently paid such Installment with interest; (c) violated any other material obligations on its part to be performed hereunder; or (d) failed to obtain a certificate of occupancy for the Project as required by the LDA prior to the expiration of the Construction Period, and such Event of Default shall have continued beyond any

applicable cure period provided herein. Upon the occurrence of an Event of Default under subsection (c) or subsection (d) of this paragraph, the City shall give the Developer thirty (30) days' notice to cure such Event of Default. There shall be no cure period for an Event of Default due to non-payment or late payment of Taxes under subsection (a) or subsection (b) above. Upon the occurrence of an Event of Default that is not cured after the passage of any cure period granted hereunder, the City shall have the right (i) to terminate this Tax Incentive Agreement upon the giving of thirty (30) days' written notice, (ii) to record a notice in the Bridgeport land records terminating this Tax Incentive Agreement as of the date that termination takes effect, (iii) to collect all unpaid Installments together with default interest due up to the date of termination, and (iv) to reinstate the Taxes that would otherwise be due on the Property and the Project in the absence of this Tax Incentive Agreement, including the right to charge the costs and expenses of collection and reasonable attorneys' fees against the Developer whether or not litigation is commenced. Termination of this Tax Incentive Agreement shall not invalidate, increase, or otherwise impact the effect of previous payment of Installments made timely in accordance with the Tax Schedule. The Property and Project shall be listed as Development Property as defined in Section 7-482 Connecticut General Statutes on the City of Bridgeport Tax Assessor's records, and shall be subject to the provisions of Chapter 205 Municipal Tax Liens, of the Sections 12-171 to 12-195g Connecticut General Statutes.

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

6. **WPCA Fees.** This Tax Incentive Agreement and the Taxes to be paid pursuant to Exhibit A are separate and distinct from any Water Pollution Control Authority charges that the Developer may be obligated to pay with respect to the Property and the Project.

7. **Commencement of Construction; Developer Investment.** The Developer agrees to commence construction of the Project and agrees to invest approximately Seventeen Million Five Hundred Thousand (\$17,500,000.00) Dollars in hard and soft acquisition and development costs, construction costs and environmental remediation costs related to the Project.

8. **Completion of the Project.** As a condition to this Tax Incentive Agreement, the Developer agrees to expeditiously commence and complete using best efforts with due diligence all work necessary to complete the Project as required by the LDA, such completion being evidenced by the issuance of a certificate of occupancy prior to the expiration of the Construction/Lease-Up Period, and by observing all the terms and conditions of this Tax Incentive Agreement and all applicable federal, state and local laws and regulations throughout the Term.

9. **Binding Effect; Actions of Developer and City.** This Tax Incentive Agreement shall be binding upon the City and the Developer, and their respective successors and permitted assigns. The Developer shall record an executed copy of this Tax Incentive Agreement in the Bridgeport Land Records in order to be effective and shall promptly provide evidence of its recording to the City. The City and the Developer shall communicate with the Tax Assessor and the Tax Collector to ensure that they are aware of the terms of this Tax Incentive Agreement.

10. **Amendments.** This Tax Incentive Agreement may only be modified or amended by a written agreement duly-executed by all the parties hereto and recorded in the Bridgeport Town Clerk's Office.

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

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

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

All notices to Developer: Managing Member
 The Park City Redevelopment Group, LLC
 1425 Noble Avenue

Bridgeport, CT 06610

with a copy to:

Raymond Rizio, Esq.
Russo & Rizio, LLC
10 Sasco Hill Road
Fairfield, CT 06824

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

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

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

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

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

including a transfer of all of the original applicant's obligations under the Tax Incentive Development Agreement ("**Obligations**");

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

(c) Each Transferee shall execute an assignment and assumption agreement of the Obligations with OPED, which document the Transferee shall record on the Bridgeport Land Records in order for such Transfer of Control to be effective as to this Tax Incentive Agreement.

Except as otherwise specifically provided herein, a Transfer of Control without the City's prior written consent shall constitute an Event of Default under this Tax Incentive Agreement on and as of the date of such transfer and shall constitute a termination of the Tax Incentive Agreement. Notwithstanding anything to the contrary stated herein, a Transfer of Control to an affiliate of the applicant, meaning an entity that controls or is controlled by the Developer (each, an "**Affiliate**"), for the Tax Incentive Agreement or an Affiliate of any subsequent Transferee approved by the City shall not constitute a Default under this Agreement. Further, any grant of a security interest in the Property or the Developer's rights and/or this Agreement to an affiliate or an institutional lender shall not constitute a "Transfer of Control" for purposes of this Agreement and no such grant shall require the City's consent, or constitute a Default under this Agreement.

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

17. **MBE Compliance.** The Tax Incentive Ordinance establishes requirements for the Developer's employment of minority contractors in connection with the Project. The City has established a Minority Business Enterprise Program Ordinance, Chapter 3.12.130 of the Code of Ordinances, attached hereto and made a part hereof as **Exhibit B** (the "**MBE Ordinance**"). The Developer's compliance with the MBE Ordinance shall be

deemed to be compliance with the MBE hiring requirements of the Tax Incentive Ordinance. The City's Office of Small & Minority Business Enterprise will administer the Developer's compliance with the MBE Ordinance. The City shall apply and the Developer shall observe the MBE Ordinance in the following manner for construction contracts for the Project:

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

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

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

(d) The City's attainable goal for the Project is established at fifteen percent (15.0%) for WBE subcontractors ("**Attainable WBE Goal**"). The Developer will publish all bids on the City's electronic bidding website, www.bidsync.com.

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

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

(g) The Developer will coordinate its bidding activities with Mr. Fred Gee, Senior Program Administrator, in the City's Office of Small & Minority Business Enterprise, 999 Broad Street, 2nd Floor ("**MBE Administrator**").

(h) The Developer shall require every prime contractor to name its MBE subcontractors and the value of the contract to be awarded to each at the time that the prime contractor submits its bid. No substitutions of an MBE subcontractor

shall thereafter be made without notice to the City, a demonstration of good cause shown, and receipt of the City's written consent.

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

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

18. **Local Resident Hiring Efforts.** The Bridgeport City Council adopted City Ordinance Ch. 3.29 – Employment Opportunities with Developers Fostering Economic Development (Item 136-17) on September 18, 2018, a copy of which is attached hereto and made a part hereof as **Exhibit C**, which requires that the Developer agrees to pursue the following goals for the employment of Bridgeport residents in connection with the construction of the Project, as follows:

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

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

commitments under this section and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(c) The Developer will provide the City's Office of Contract Compliance established under Municipal Code Sec. 3.12.130 with such information requested by said office concerning the employment pattern, practices and procedures of the Developer as they relate to the provisions of subsections (a) and (b) of this section and any rules and regulations and/or orders issued pursuant thereto.

(d) Prior to seeking a building permit for the Project, Developer shall meet with the City's Office of Contract Compliance with paperwork sufficient to establish Developer's satisfaction of this requirement or documentation sufficient to the said office for said office to issue a waiver of this requirement for good cause shown.

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

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

NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS THEREOF, the parties have executed this agreement this _____ day of _____, 2019.

In the presence of:

CITY OF BRIDGEPORT

By: _____
Joseph P. Ganim
Title: Mayor, duly-authorized

STATE OF CONNECTICUT)

) ss. Bridgeport _____, 2020

COUNTY OF FAIRFIELD)

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

Commissioner of the Superior Court Notary
Public
Commission Expires:

In presence of:

DEVELOPER

By:
Its Member

By: _____
Name:
Title:
Duly-authorized

STATE OF CONNECTICUT)

) ss.

_____, 2020

COUNTY OF FAIRFIELD)

Before me, personally appeared _____, who acknowledged himself/herself to be the duly authorized _____ of _____ LLC, member of _____, LLC signer and sealer of the foregoing instrument, and that he/she as such and being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such _____.

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

SCHEDULE A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

191 Congress Street

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, and bounded and described as follows:

NORTHERLY: By Congress Street, 50.4 feet;

EASTERLY: By land now or formerly of the Estate of William J. Nichols, et als,
139 feet;

SOUTHERLY: By Chapel Street, 49.5 feet;

WESTERLY: By land now or formerly of the German Reformed Ecclesiastical Society,
131.5 feet.

199 Congress Street

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, being more particularly bounded and described as follows:

NORTHERLY: By Congress Street, 50 feet, more or less;

EASTERLY: By land formerly of F. Gilhuly, now or formerly of Helen Mandell, 131.5 feet, more or less;

SOUTHERLY: By Chapel Street, 50 feet, more or less;

WESTERLY: By land formerly of the Estate of S. Wheeler, now or formerly of United Investors Corporation, about 111.25 feet.

Said lot being 50 feet on both Congress and Chapel Streets and continuing through from street to street.

1269-1299 Main Street

ALL THAT CERTAIN piece or parcel of land, together with the buildings and improvements thereon, situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, being more particularly bounded and described as follows:

NORTHERLY: On Congress Street, 154.65 feet, more or less;

EASTERLY: On Main Street, 161.49 feet, more or less;

SOUTHERLY: On Chapel Street, 158 feet, more or less;

WESTERLY: On land now or formerly of Jane A. Gilhuley, 139.90 feet, more or less.

EXHIBIT A - Tax Schedule

20 Payments Due

<u>Date</u>		<u>Amount</u>
1/1/2020	\$	11,872.51
7/1/2020	\$	11,872.51
1/1/2021	\$	11,872.51
7/1/2021	\$	11,872.51
1/1/2022	\$	11,872.51
7/1/2022	\$	11,872.51
1/1/2023	\$	69,000.00
7/1/2023	\$	69,000.00
1/1/2024	\$	69,000.00
7/1/2024	\$	69,000.00
1/1/2025	\$	69,000.00
7/1/2025	\$	69,000.00
1/1/2026	\$	69,000.00
7/1/2026	\$	69,000.00
1/1/2027	\$	70,725.00
7/1/2027	\$	70,725.00
1/1/2028	\$	72,493.13
7/1/2028	\$	72,493.13
1/1/2029	\$	74,305.45
7/1/2029	\$	74,305.45

Exhibit B

3.12.130 - Minority business enterprise program.

A.

Purpose. The purpose of this chapter is to:

1.

Recognize the findings of the Disparity Study conducted at the city's request and implementation investigations and failures of prior remedies;

2.

Implement a race and gender-conscious program to correct historic discrimination in contracting for those groups identified in the Disparity Study;

3.

Create a program to benefit minority and City-based businesses; and

4.

Take steps to reduce or eliminate aspects of the city's bidding and contracting processes that pose the greatest difficulties for minority businesses and City-based businesses and hinder their participation, prosperity and growth, and competition for city work.

B.

Definitions. All capitalized terms not defined in this chapter shall have the meanings assigned to them in Section 3.08.070, Purchasing procedure, unless the context otherwise requires.

"African American" means a Black American, including all persons having origins in any of the Black African racial groups not of Hispanic origin.

"American Indian" means a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

"Asian American" means an Asian American, including all persons having origins in any of the countries of the Asian continent, Southeast Asia, an Asian Pacific American and a Pacific islander.

"Business" means a business defined under "company."

"Certified" means an MBE, or WBE contractor whose status as a member of a particular minority group classification has been established, certified or accepted for participation as a minority by: (a) any state of Connecticut agency or quasi-governmental agency, (b) any other state governmental or quasi-governmental agency in another state, and (c) any governmental or quasi-governmental agency of any city, town, county or municipality in Connecticut or any other state (for Minority status) and by (d) the city's Small and Minority Resource Center (for City-based business status), and which certified contractor otherwise possesses the experience, skills and resources to satisfy a city contract and/or contract category.

"City-based business" means a responsive and responsible vendor with its Principal Place of Business located within the municipal boundaries of the City of Bridgeport.

"City contract" for purposes of this chapter means any contract, purchase order, bid, quote or selection process involving work in the nature of construction (including new construction, rehabilitation, demolition and sitework), architecture and engineering, professional services, nonprofessional services, or goods.

"Company" means a business enterprise, including a corporation, partnership, joint venture, limited liability company, limited liability partnership or sole proprietorship.

"Compliance committee" means a committee established by the administrator to oversee the implementation of this chapter, compliance with its provisions, investigations relating to this chapter interpretations of its meaning and application, hearing and resolution of protests and complaints, and implementation of remedies and penalties, consisting of the named or his/her designee: The Mayor, the Chief Administrative Officer ("administrator"), the City Attorney, the Director of Purchasing, the Director of the Small and Minority Resource Center, the Contract Compliance Officer, President of the Board of Directors of the Hispanic Chamber of Commerce of Greater Bridgeport, Inc., the head of the Southern Connecticut Black Chamber of Commerce, Inc., and a Community Representative appointed by the Mayor.

"Compliance reports" means those reports identified in this chapter prepared by the person or department designated or otherwise prepared at the request of the administrator or his designee, including any city consultant engaged for such purpose, to track all phases of the program established by this chapter, including utilization of minority contractors and Bridgeport businesses, compliance by bidders and various participants in the implementation of or compliance with the program, outreach efforts, protests and complaints received and determined, enforcement actions taken, liquidated damages assessed, debarments and disciplinary actions recommended, and such other reports as the administrator may deem necessary or desirable.

"Contracting category" means contracts for construction, contracts for architecture and engineering, contracts for professional and nonprofessional services, and goods.

"Due diligence criteria" for purposes of this chapter, means a fair and unbiased method by which a contracting officer obtains informal quotes when permitted by Section 3.08.070 from companies, including MBEs, WBEs and City based businesses, such that bias, prejudice and discretionary practices by a contracting officer are minimized and city contracts are awarded in compliance with the requirements of this chapter.

"Evaluation credits" means, in a qualifications-based selection process, the assignment of ten additional points to applicable target groups when evaluating their qualifications and/or their proposals, based upon a uniform one hundred (100) point scoring system described in this chapter in order to arrive at a short-list of proposers so that target groups are not placed at a competitive disadvantage when competing with non-target groups.

"Formal" contracts means those city contracts that exceed twenty-five thousand dollars (\$25,000.00) and are required to be publicly advertised under Section 3.08.070.

"Good faith efforts" means a prime contractor's obligations to reach out through various means and methods described in this chapter to minority contractors to participate as subcontractors in connection with the prime contractor's intention to bid for a city contract, as more particularly described in subsection (G)(5) of this section.

"Hispanic American" means a Hispanic American, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

"Informal" contracts means those city contracts equal to or less than twenty-five thousand dollars (\$25,000.00) that are not required to be publicly advertised under Section 3.08.070 of this title.

"Jobs funnel" means a community effort to provide opportunities for Bridgeport residents to receive life-skills training, job training, and job placement with building trades and companies doing business with the city or in the city of Bridgeport.

"Liquidated damages" means monetary penalties that can be assessed against a prime contractor for violation of the requirements of this chapter, as more particularly described in subsection (H)(3) of this section.

"Minority business enterprise," "minority contractor" or "MBE" has the same meaning as set forth in C.G.S. Sec. 4a-60(g)(a)(4), as may be amended from time to time, excluding therefrom the disabled and any requirement that such be a small contractor as defined therein.

"Outreach and marketing program" means a city program operated by the administrator, or his designee, including any city consultant engaged for that purpose, to attract and promote the inclusion of new and existing minority and City-based businesses into the city bidding and contracting process, including soliciting businesses to bid for city contracts and become city

contractors, advertising contracting opportunities especially in media outlets sensitive to minority interests, hosting open houses, registration and networking events, arranging training opportunities, facilitating partnering with companies, and identifying agencies and for-profit and not-for-profit organizations interested in fostering the capacity and effectiveness of minority businesses, and the like.

"Prime contractor" means a responsive and responsible nonminority contractor that seeks or obtains a city contract.

"Principal Place of Business" means the location where the thought processes of the business, the books and records of the business, and where top management of the business preside as their prime office location.

"Program administrator" or "administrator" means the city's chief administrative officer or his/her designee.

"Prompt payment directive" means the city's commitment to a prompt payment process developed by the administrator, director of finance and the director of information technology for: (a) all prime contractors employing minority contractors as subcontractors, and (b) all minority contractors to ensure that the city pays complete invoices in a maximum of thirty (30) days if to a prime contractor and a maximum of fifteen (15) days if to a minority contractor, except for any portions of such invoices about which there exists a legitimate dispute.

"Self-perform" means that with regard to a Minority contractor that it is a contractor, whether a prime contractor or a subcontractor, that performs at least forty (40%) percent of the value of its work (exclusive of materials and equipment) using its own forces and resources as determined by monthly payrolls; "self-perform" means that with regard to a Majority contractor that it is not a certified MBE, WBE or city based business contractor, whether a prime contractor or a subcontractor, which performs in excess of ninety (90%) percent of the value of its work (exclusive of materials and equipment) using its own forces and resources as determined by monthly payrolls

"Subcontractor substitution" means a prime contractor's request to substitute or replace a minority contractor listed or identified prior to the time of award and upon which the award was made, which can only be accomplished with the administrator's, or his designee's, including a city consultant engaged for that purpose, or the Compliance committee's prior written consent after written notice from the prime contractor to the administrator, with a copy to the subcontractor, both the prime contractor and the subcontractor having a right to be heard, and such a substitution must be based on good cause shown in accordance with a process established by the administrator or the Compliance committee.

"Target groups" means those racial or gender groups identified in the Disparity Study that experienced historic discrimination in city contracting to such a degree that this chapter provides

race and gender-conscious remedies such as set-asides, percentage attainable goals, evaluation credits or other preferences.

"Voluntary programs" means those program activities described in this chapter and other activities implemented in the future by the administrator or his designee, including any city consultant engaged for that purpose, that are designed to encourage and develop minority contractors and City-based businesses, provided that such activities are legally permissible without the need to establish historic discrimination and are essentially neutral as to all types of small business enterprises, including but not limited to the adoption of project labor agreements, the creation of a jobs funnel, etc.

"Waiver" means the request for relief from a requirement of this chapter, satisfactory to the program administrator or the Compliance committee, that the prime contractor's good faith efforts to identify a minority contractor or a target group, as required by this chapter, did not result in meeting at least fifty (50) percent of the requirements or goals of this chapter in spite of the prime contractor's good faith efforts to achieve compliance.

"Women business enterprise" or "WBE" means a responsive and responsible women-owned business enterprise contractor who is not a member of a racial minority group.

C.

Guiding Principles.

1.

It is important to implement the principles and goals of this chapter in a way that encourages the participation of MBE, WBE and City based business contractors in the city contracting process while at the same time being fair and avoiding unreasonable burdens on other contractors that are not members of such groups.

2.

It is important to implementation and compliance that participants in the city contracting process, whether prime contractors, subcontractors, MBEs, WBEs, or City based businesses, and city officials, employees and agents, be discouraged in various ways and penalized for noncompliance, efforts to avoid or subvert, or assist others in such efforts, or to appear to be in compliance with the important principles and goals of this chapter by the use of strategies, devices, ploys and other improper means.

3.

It is important in the implementation and compliance process to understand that this chapter serves as an important tool in the revitalization of the city's economy, including the encouragement, development and success of Bridgeport companies and the employment of Bridgeport residents.

4.

A prime contractor who is a certified MBE, MWBE, or WBE and meets the other requirements of this chapter, such as the obligation to Minority self-perform, is, by definition, in compliance with the principles and goals of this chapter.

D.

Establishment of Race, Local, and Gender-Conscious Remedies.

1.

Formal Prime Contract Remedies.

a.

Competitive Bids. An attainable goal of thirty (30) percent of the aggregate dollar value of each formal city contract (goal of fifteen (15) percent of the contract value to MBEs and goal of fifteen (15) percent to WBEs).

b.

Qualifications-Based Selections. An attainable goal of thirty (30) percent of the aggregate dollar value of a city contract is established for prime contractor utilization of certain target groups during QBS processes. For purposes of this subsection, the target groups that should receive evaluation credits are:

i.

City contracts for construction professionals: African Americans, Hispanic Americans, minority female, and Caucasian female business enterprises.

ii.

City contracts for architecture and engineering professionals: Asian Americans, Hispanic Americans, and Caucasian females.

iii.

City contracts for other professional services: Asian Americans, Hispanic Americans, minority female, and Caucasian female business enterprises.

iv.

City contracts for goods and nonprofessional services: African Americans, minority female, and Caucasian female business enterprises.

2.

Informal Prime Contract Remedies.

a.

An attainable goal of thirty (30) percent of the aggregate dollar value of each informal city contract (goal of fifteen (15) percent of the contract value to MBEs and goal of fifteen (15) percent to WBEs).

b.

Since informal city contracts awarded to prime contractors are not usually publicly advertised and tend to be awarded by individual contracting officers after informal quotes are obtained, some businesses do not participate sufficiently in city contracts to the extent that they can build experience, become better equipped to provide goods and services to the city, and circulate procurement dollars within the city's tax base. The administrator and the director of purchasing shall implement due diligence criteria for contracting officers and standardize the process for identifying, documenting and selecting target groups for the award of informal city contracts to minimize discretionary or prohibited practices. At least one informal quote must be from a firm listed as a City-based business in the City's Minority and Small Resource Center, or in the alternative, a waiver is obtained from the City's Minority and Small Resource Center.

For purposes of this subsection, the target groups are:

i.

City contracts for construction: African Americans, and Hispanic Americans.

ii.

City contracts for architecture and engineering services: Hispanic Americans, minority female, and Caucasian female business enterprises.

iii.

City contracts for professional services: African Americans, Asian Americans, Hispanic Americans, minority female, and Caucasian female business enterprises.

iv.

City contracts for goods and nonprofessional services: African Americans, minority female, and Caucasian female business enterprises.

3.

Disparity in Construction Subcontracting Remedy.

a.

In addition to the attainable goal of thirty (30) percent of the aggregate dollar value for formal city contracts and the attainable goal of thirty (30) percent for informal city contracts, a mandatory requirement of six (6) percent of the aggregate dollar value of formal and informal construction

subcontracts is established for prime contractor utilization of certified African American businesses who will Minority self-perform under the resulting contract and meet the other requirements of the bid. African-American businesses constitute the target group for purposes of this subsection.

b.

The administrator or his designee, including any city consultant engaged for this purpose, and the director of purchasing will create a registration system that will collect business information, construction trade classification, size, capacity and other characteristics for African American contractors. City contracts for construction subcontracting reserved for African American contractors shall be based on such registry and shall be revised on an annual basis to accommodate the registration of new African American contractors in the construction trades.

c.

The inability of a prime contractor to meet the mandatory six (6%) percent African American requirement of this subsection may be permitted only upon the administrator's grant of a waiver for good cause shown in accordance with this chapter or because it has established that it is a Majority self-performing contractor to the satisfaction of the Director of the Minority and Small Resource Center. If a waiver is not granted or the contractor will not Majority self-perform, all or portions of the work shall be re-bid if feasible and practical or the administrator shall assign work in a fair and unbiased manner to contractors previously identified and participating in the program created by this chapter who are certified, Minority self-performs and meet the other requirements of the bid.

E.

Local and Minority Preference for Competitive Bids

1.

When Businesses That Are Both Minority And City-Based Fall Within the Allotted Percentages. For businesses that are both a Certified minority and a Certified City-based business, provided that the response to a competitive bid contains, at the time of submission, supporting documentation satisfactory to the purchasing agent, the following shall apply:

(a)

For purchases in which the lowest bid amount is one hundred thousand dollars (\$100,000.00) or less, the lowest responsive, responsible minority, City-based business that submitted a bid within ten percent (10.0%) of the lowest responsive, responsible bid shall be offered the award to the contract, provided such business agrees to accept the contract at the lowest bid amount.

(b)

For purchases in which the lowest bid amount is more than one hundred thousand dollars (\$100,000.00) but does not exceed two hundred and fifty thousand dollars (\$250,000.00), the lowest

responsive, responsible minority, City-based business that submitted a bid within seven and one-half percent (7.5%) of the lowest responsive, responsible bid shall be offered to award to the contract, provided such business agrees to accept the contract at the lowest bid amount.

(c)

For purchases in which the lowest bid amount is more than two hundred and fifty thousand dollars (\$250,000.00) but does not exceed five hundred thousand dollars (\$500,000.00), the lowest responsive, responsible minority, City-based business that submitted a bid within five (5.0%) of the lowest responsive, responsible bid shall be offered to award to the contract, provided such business agrees to accept the contract at lowest bid amount.

(d)

In the event that more than one business meets the criteria of both a minority and City-based business and their bids falls within the allotted percentage, first preference will be given to such business whose bid price was closest to the lowest bid price. If the first of such qualifying businesses chooses not to accept the award of the bid at the lowest bid amount, then the option shall go to the qualifying business within the applicable percentages with the next closest bid to the lowest bid price.

2.

When No Bidders That Fall Within The Allotted Percentages Are Both Minority and City-Based Businesses, But Are One Or The Other. If no businesses meet the criteria for both a Certified minority and a Certified City-based business, or such a qualifying business chooses not to accept the award of the bid at the lowest bid amount, the following shall apply to businesses that are either a Certified minority or a Certified City-based business provided that the response to the competitive bid contains, at the time of submission, supporting documentation satisfactory to the purchasing agent set forth in the definition for a minority or a city based business:

(a)

For purchases in which the lowest bid amount is one hundred thousand dollars (\$100,000.00) or less, the lowest responsive, responsible minority or city based business that submitted a bid within ten percent (10.0%) of the lowest responsive, responsible bid shall be offered the award to the contract, provided such business agrees to accept the contract at the lowest bid amount.

(b)

For purchases in which the lowest bid amount is more than one hundred thousand dollars (\$100,000.00) but does not exceed two hundred and fifty thousand dollars (\$250,000.00), the lowest responsive, responsible minority or city based business that submitted a bid within seven and one-half percent (7.5%) of the lowest responsive, responsible bid shall be offered the award to the contract, provided such business agrees to accept the contract at the lowest bid amount.

(c)

For purchases in which the lowest bid amount is more than two hundred and fifty thousand dollars (\$250,000.00) but does not exceed five hundred thousand dollars (\$500,000.00), the lowest responsive, responsible minority or city based business that submitted a bid within five percent (5.0%) of the lowest responsive, responsible bid shall be offered the award to the contract, provided such business agrees to accept the contract at lowest bid amount.

(d)

In the event that more than one business meets the criteria of either a minority or a based business, first preference will be given to such business whose bid price was closest to the lowest bid price. If the first of such qualifying businesses chooses not to accept the award of the bid at the lowest bid amount, then the option shall go to the qualifying business within the applicable percentages with the next closest bid to the lowest bid price.

3.

When No Bidders That Fall Within The Allotted Percentages are either Minority or City Based. If no businesses meet the criteria for either a Certified minority or a Certified City-based business, or such a business chooses not to accept the award of the bid at the lowest bid amount, the award shall go to the lowest responsive, responsible bidder.

4.

Uniform Scoring System for QBS Processes. In the event an interview of a short list is involved in a QBS procurement, then the contracting officer shall develop a uniform one hundred (100) point system for use in qualifications-based selection processes. Target groups determined in accordance with this chapter for the contracting category involved will be entitled to an additional ten points above the score that they receive as a result of the one hundred (100) point system in determining whether they are part of the short list of contractors arrived at for purposes of making a final selection. The final selection shall then be made in the ordinary course of making a qualifications-based selection.

5.

Informal Bids: For purchases by informal bid or informal proposal, at least one quote must be obtained from a City-based business on the list maintained by the City's Small & Minority Resource Center, or Purchasing shall require an explanation from the Director of the Small & Minority Resource Center as to why such a quote should not be required for the specified procurement.

F.

Establishment of Best Practices In Subcontracting. For purposes of implementing the city's program, the administrator will ensure that best management practices are employed to improve MBE, WBE and City-based business access to and participation in city contracts. The following

practices focus on pre-award and post-award efforts and are intended to benefit all minority contractors interested in contracting with the city. Best practices include, but are not limited to, the following:

1.

Identification of Specific Subcontractors is Required and Substitutions May Not be Made Without Good Cause Shown. Prime contractors must either identify subcontractors at the time of bid submission or indicate that they intend to meet the goals established for such contract. Following receipt of a notice of intent to award, a prime contractor must identify such subcontractors, the dollar value of each subcontractor's work, and those subcontractors may not be substituted without good cause being shown in accordance with this chapter. The administrator will determine whether good cause has been shown for the substitution of the subcontractor and shall be guided by the principles and goals of this chapter and any applicable industry standards in the contract category involved.

2.

Creation of a Uniform System for Posting Procurement Notices. The administrator or his designee, including any city consultant engaged for such purpose, the director of purchasing and the director of information technology shall establish a uniform system for posting notices of city contracts that includes posting minority contracting opportunities in the purchasing department, providing computer stations available to the public in the purchasing department for contracting opportunities, registration, placing bids, etc., placing newspaper notices, website posting, fax notification, email notification and/or any combination thereof with other methods. Sufficient time should be permitted between bid posting and bid opening so that prime contractors are able to make good faith efforts to recruit minority contractor participation.

3.

Unbundling of City Contract Opportunities into Smaller Contracts Where Feasible. Where practical and feasible, contracting officers seeking to bid city contracts should make every effort to unbundle contracts into separate parts of the work (including labor, materials, equipment, etc.) in a way that is practical, manageable, efficient and cost-effective, in a way that balances such concerns with the goal of maximizing the ability of MBEs to participate as subcontractors or as prime contractors themselves.

4.

Revising Bonding Requirements. The administrator and the city attorney shall develop a policy to reduce or eliminate to the extent practical and feasible the bonding requirements from MBEs, and WBEs for city contracts, including for example the establishment of a contingency in the budget for the work to cover the costs and consequences of a minority contractor's failure to complete, that balances the city's concerns about job completion, risks and potential liabilities, and other legal concerns with this chapter's desire to ensure that bonding requirements do not constitute an unreasonable obstacle to participation, including the creation of a contingency fund in the budget

for particular city contracts to cover the cost of complete and consequences resulting from a minority contractor's failure to perform.

5.

Phased Release of Bonding and Retainage. The administrator and the city attorney shall develop a policy and procedure, when practical and feasible, to work with prime contractors to permit periodic releases of an MBE's, or WBE's performance bond, where subcontractor bonds are required by the prime contractor, and to release retainage upon satisfactory completion of portions of such subcontractor's work so long as the prime contractor is satisfied with the quality and completion of such work. Prime contractors may not create retainage greater than five percent of the value of a minority contractor's portion of the work, but may create retainage up to ten percent in other cases according to industry standards and practices not in violation of law. Such policy and procedure shall not include the periodic release of payment bonds, since such bonds are created to protect the interests of other subcontractors or sub-subcontractors.

6.

Adopt a Prompt Payment Procedure to Assist MBEs—Prohibition of "Pay When Paid" Clauses in Certain Contracts. The administrator and the director of finance shall develop a prompt payment procedure that prioritizes payments to minority contractors and the prime contractors for whom they may be working. Such procedure shall provide for the payment of complete invoices to a prime contractor that utilizes minority contractors in a maximum of thirty (30) days after receipt, elimination of any "pay when paid" clause in the prime contractor's contracts with minority contractors, and a requirement that prime contractors shall pay minority contractors within fifteen (15) days of the receipt of complete invoices. In all cases, payments in accordance with this paragraph are not required within such timeframes for invoices or portions thereof about which there exists a legitimate dispute until such dispute is resolved.

7.

Adoption of Protest Procedures. The administrator and the city attorney shall develop protest procedures when contractors, whether prime contractors or minority contractors, or other persons wish to challenge a bid, contract award, grant or denial of a waiver, release of retainage, and to handle other complaints that may arise in the interpretation, implementation, monitoring and compliance activities of this chapter, and such procedures may be similar to the bid protest procedures adopted by the board of public purchases pursuant to Section 3.08.070 of this title. Such protests shall be heard and determined by the Compliance committee.

8.

Collection of Monthly Records—Preparation of Compliance Reports on a Regular Basis. In order to determine the program's level of success and to address any problems that may result in the implementation of the program described in this chapter, monthly records will be available for review in the department of purchasing, and the administrator or his designee, including any city

consultant engaged for such purpose, shall prepare quarterly utilization reports at the end of the months of October, January, April and July in each fiscal year for submission to the mayor and the city clerk of the city council. Such compliance reports shall include reports on minority contractor availability and utilization, employment of minority contractors, creation of apprenticeships and employment opportunities for Bridgeport residents on projects covered by project labor agreements, nature and results of bid protects, instances of noncompliance by prime contractors, minority contractors, city employees and others involved in the program.

9.

Establishment of Outreach and Marketing Program. The administrator or his designee, including any city consultant engaged for such purpose, shall develop an outreach and marketing program that includes developing a tag line and print materials for an outreach campaign, creating procedures for distributing forecasts of contracting opportunities, developing arrangements with public and private agencies and organizations to disseminate information about the program described in this chapter, and conducting periodic program monitoring and evaluation as required by this chapter. This program will create a resource listing of existing and new City-based and minority contractors that contains the contracting category, minority group affiliation, target group membership, experience, resources, size, equipment and other relevant information for each. Such program will also include a notification process to ensure that minority contractors and target group members obtain a timely notification designed to reach them, and sufficient time and opportunity to submit bids, quotes, qualifications or proposals to prime contractors who plan to bid for city contracts.

G.

Priority of Federal and State Minority Business Award Criteria. Often, with regard to federal and state funding of loans and grants, such governments require their own criteria and goals for awarding contracts to MBEs, WBEs and, in cases, refusals to award based upon any local preference when federal or state dollars, respectively, are used to procure the goods or services desired. Recipients of federal and state funds are often required to implement measures to ensure equitable minority contracting whether a disparity was found or not. Therefore, notwithstanding anything contained in this chapter to the contrary, any requirements of federal or state governments relating to the award of contracts to SBEs, MBEs, WBEs, MWBEs or City-based businesses shall govern over any inconsistent provision of this chapter.

H.

Compliance—Good Faith Efforts—Penalties—Miscellaneous.

1.

Compliance with and good faith adherence to the requirements of this chapter by prime contractors, minority contractors, city officials and employees, and others involved in the city contracting process is mandatory, except where otherwise provided or permitted by this chapter.

2.

No scheme, strategy, ruse, artifice, collaboration, pass through or other device to make it appear that compliance with this chapter has been achieved or to avoid compliance with this chapter is permitted. The Compliance committee, of its own accord or upon complaint by a third party, shall have investigatory authority over such complaint, may issue determinations of compliance or noncompliance, and may impose remedies as provided for herein.

3.

Any prime contractor, minority contractor or other company involved in city contracting that violates this chapter, avoids, or attempts to avoid the implementation of this chapter or any of its requirements, goals, principles or practices, including implementation plans that may be adopted, shall be subject to debarment under the provisions of Section 3.08.090 of this title. The administrator or his designee, including any city consultant engaged for such purpose, or the compliance committee, with the advice of the city attorney, may direct that payment to prime contractors or minority businesses involved in a city contract be withheld until any violation of this chapter has been corrected, or may deduct any monetary penalty from any monies that the city owes to such contractor, without the city incurring any additional cost, charge, interest or other fee from the company committing the violation. The city may also impose and collect liquidated damages in the amount of two hundred dollars (\$200.00)/day for each day that a violation has been committed and continues ("liquidated damages"), unless the company proves and the administrator finds that mitigating or extenuating circumstances to exist, in which case such liquidated damages may be reduced in the administrator's discretion. Such liquidated damages may be imposed because of the difficulty and expense of attempting to quantify the value and assess the damage done to the program adopted under this chapter, and all companies submitted bids or proposals for city contracts shall be deemed to understand and accept the imposition of liquidated damages for violations of this chapter. The administrator shall use liquidated damages that are collected to fund outreach and educational efforts under this chapter.

4.

Any city employee deemed by the administrator or his designee, including any city consultant engaged for such purpose, or the compliance committee, with the advice of the city attorney, to have violated this chapter in an intentional or grossly negligent manner or who has avoided or attempted to avoid, or to have assisted or encouraged a company to avoid or attempt to avoid, the implementation of this chapter or any of its requirements, goals, principles or practices, including implementation plans adopted, shall be recommended for progressive disciplinary action within such employee's department and if necessary with the involvement of the city department of labor relations, subject to the terms of any collective bargaining agreement that applies.

5.

Mandatory Good Faith Efforts—Waivers—Exceptions. A prime contractor has the burden to demonstrate at the time of receipt of a notice of intent to award a city contract, and before the

contract is awarded, that it is committed to and will be able to achieve the subcontracting goals and requirements of this chapter. If, however, the prime contractor believes that it cannot achieve the subcontracting goals and requirements of this chapter and has not established itself to be a Majority Self Performer by the Director of the Minority and Small Resource Center, it must demonstrate that it has (a) completed good faith effort No. 1 below and has met at least two of good faith efforts Nos. 2 through 7 identified below (collectively, "good faith efforts") to the reasonable satisfaction of the administrator or his designee, including any city consultant engaged for such purpose, or the Compliance committee in order to justify a waiver of the requirements of this chapter involved in the particular situation. Good faith efforts are:

No. 1—City Website and Newspaper Notice. Publish a notice seeking subcontractors on the city's purchasing website and an advertisement (one column inch minimum) in the Saturday edition of the Connecticut Post, in the public notices section, entitled "Bridgeport Minority Contracting Opportunity" in bold lettering describing the type or types of work, services, equipment, goods or supplies being sought, and the name, address and telephone number of the prime contractor's contact person having knowledge of the subcontracting work being sought within a reasonable time prior to the time of submission of each bid, quotation or proposal.

No. 2—Written Notices to Business Associations or Agencies. The prime contractor shall send written notices to at least two business associations or development agencies, profit or nonprofit, that represent or are associated with the interests of minority contractors and who disseminate bid opportunities and other information to minority contractors, so long as such notices are sent within a reasonable time prior to the deadline for the submission of each bid, quotation or proposal. Such notices shall describe the types of work, services, equipment, goods or supplies being sought, and the name, address and telephone number of the prime contractor's contact person having knowledge of the subcontracting work being sought. The prime contractor shall make every reasonable effort to respond to the inquiries and information requests of minority contractors within a reasonable time prior to the time of submission of each bid, quotation or proposal.

No. 3—Searching Available Databases and Lists of Minority Contractors. The prime contractor shall take steps to identify minority contractors in the contracting category doing the type of work sought in connection with the city contract from lists available from the purchasing department, on the city's purchasing website or other internet websites, or at other locations.

No. 4—Obtaining Quotes from Available Minority Contractors. The prime contractor shall obtain written quotes from minority contractors that we rejected

for good cause because of cost, quality, experience, availability, responsibility, resources, equipment, lack or inadequacy of bonding or insurance, and the like.

No. 5—Attempts to Enter Into Joint Ventures or Other Arrangements with Minority Contractors. The prime contractor shall demonstrate its attempts to enter into joint ventures or other business arrangements with minority contractors not in violation of this chapter to perform portions of the work, to supply materials, and the like, and shall document all actions taken in that regard, including, where appropriate, the reasons for the failure or rejection of such efforts.

No. 6—Placing Advertisements in Minority Business Media Outlets. The prime contractor shall advertise in media outlets associated with or likely to reach minority contractors at least two times within a reasonable time prior to the date for submission of the bid, quotation or proposal for the city contract involved that includes a reasonable time for minority contractors to provide quotes.

No. 7—Other Efforts Particular to the Bid. The administrator may approve other good faith efforts that can be made in connection with a particular bid.

6.

Exemptions—Waivers.

a.

The following procurements are exempt from the application of this chapter:

i.

Qualified purchases, emergency purchases, or purchases from federal, state, regional or other cooperative bidding arrangements.

ii.

Bids that are otherwise exempted from competitive bidding or procurement requirements under the city's purchasing ordinance or city charter, for example, the selection of bond underwriters for the sale of city general obligation bonds.

b.

Other work for which the administrator determines that there are no minority contractors registered, available or qualified to bid on such work.

c.

Any waiver request and all supporting documentation and must be submitted to and accepted by the administrator prior to the contract being awarded.

7.

Prohibition Against Double-Counting. Minority contractor participation in a city contract may not be double-counted in calculating whether the percentage goal has been met. If, for example, a minority contractor is also a minority female contractor, in calculating the prime contractor's compliance with the attainable goal, the minority contractor's portion of the contract may be calculated only in terms of the aggregate value of its portion of the contract work as a percentage of the total contract work.

Exhibit C

Local Hiring Ordinance

• **Chapter 3.29 - EMPLOYMENT OPPORTUNITIES WITH DEVELOPERS FOSTERING ECONOMIC DEVELOPMENT**

• **3.29.010. - [Definition.]**

For purposes of this Title 3, "Developers Fostering Economic Development" means those developers engaging in projects within the municipal boundaries of the city for which said developer has (1)(a) obtained any city incentive or inducement for said development under Chapters 3.20, 3.24, and/or 3.28 of this Code, and/or (1)(b) has or will acquire city owned real property as part of the project for less than fifty (50) percent of its fair market value as listed in the city's tax assessor's office at the time of acquisition, and (2) for which project developer has indicated that said project will result in an increase in jobs, either as to the developer's own work force, or those of the second tier on the project.

(Ord. dated 9-17-2018.)

• **3.29.020 - Contract provisions.**

A.

All municipal contracting agencies shall include in every agreement hereafter entered into with a Developer Fostering Economic Development, except for those exempted in accordance with the provisions of Section 3.12.060, the following provisions:

"The developer agrees and warrants that during the development of this project pursuant to the terms of this agreement, that first consideration of any additional employment of tradesmen/tradeswomen and/or any apprentices to be working on this project will be given to qualified applicants who are residents of the city and/or who are ex-felons of any category to the maximum greatest extent that any increase in workforce or apprenticeships as a result of this project

meets the minimum requirements of twenty (20) percent local resident hires and five percent ex-felon hires. The hiring or apprenticeship of an individual who is both a local resident and an ex-felon shall only count as either of one such hire. The developer warrants and represents that it will not replace any of its current workforce as a result of this requirement."

B.

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

C.

The developer will provide the office of contract compliance established under Municipal Code Sec. 3.12.130 with such information requested by said office concerning the employment pattern, practices and procedures of the developer as relate to the provisions of subsections A and B of this section and any rules and regulations and/or orders issued pursuant thereto.

D.

Prior to seeking a building permit for the project, developer shall meet with the office of contract compliance with paperwork sufficient to establish developer's satisfaction of this requirement, or documentation sufficient to the office of contract compliance for said office to issue a waiver of this requirement for good cause shown.

ATTACHMENT B - OPED TAX IMPACT ANALYSIS - Congress Plaza

Years 1-3	
Tax at Current Assessed Values	
Main Street	Assessed Value
199 Congress	\$ 113,130
191 Congresss	\$ 116,630
1269 Main	\$ 206,970
	\$ 436,730
mill	1000
mil rate	54.37
Current Tax, Year	\$ 23,745

Years 4-7, New Tax	
\$1,500 per unit	
92 # units	\$138,000

Escalator Years 8-10 1.025

Summary of Tax Payments	
Year 1 Fixed at Current	\$ 23,745
Year 2 Fixed at Current	\$ 23,745
Year 3 Fixed at Current	\$ 23,745
Year 4 Fixed at New Tax	\$ 138,000
Year 5 Fixed at New Tax	\$ 138,000
Year 6 Fixed at New Tax	\$ 138,000
Year 7 Fixed at New Tax	\$ 138,000
Year 8 -Escalated New Tax	\$ 141,450
Year 9 - Escalated New Tax	\$ 144,986
Year 10 - Escalated New Tax	\$ 148,611
10yr Tot:	\$ 1,058,282
Building Permit Fee Year 1	\$ 360,000
Land Purchase Payment Year 1	\$ 575,000
TOT REV to CITY	\$ 1,993,282

ATTACHMENT - B (page 2 of 2)

OPED Tax Impact Analysis - Congress Plaza

Analysis of Theoretical Taxes Forgone

Assumed Full Tax -TEI \$ 4,210

<u>Summary of Tax Payments</u>	<u>Per Agreement</u>	<u>Assumd Full</u>	<u>Tax Foregone</u>
Year 1 Fixed at Current	\$ 23,745	\$ 23,745	\$ -
Year 2 Fixed at Current	\$ 23,745	\$ 23,745	\$ -
Year 3 Fixed at Current	\$ 23,745	\$ 193,660	\$ 169,915
Year 4 Fixed at New Tax	\$ 138,000	\$ 387,320	\$ 249,320
Year 5 Fixed at New Tax	\$ 138,000	\$ 387,320	\$ 249,320
Year 6 Fixed at New Tax	\$ 138,000	\$ 387,320	\$ 249,320
Year 7 Fixed at New Tax	\$ 138,000	\$ 387,320	\$ 249,320
Year 8 -Escalated New Tax	\$ 141,450	\$ 387,320	\$ 245,870
Year 9 - Escalated New Tax	\$ 144,986	\$ 387,320	\$ 242,334
Year 10 - Escalated New Tax	<u>\$ 148,611</u>	<u>\$ 387,320</u>	<u>\$ 238,709</u>
10yr Tax Tot:	\$ 1,058,282	\$ 2,952,390	\$ 1,894,108
10 yr Rev Tot:	\$ 1,993,282	\$ 2,952,390	\$ 959,108

Item #80-19

Resolution Authorizing a Tax Incentive Development Agreement for the Civic Block Redevelopment Project in the City's East End.



**Report
of
Joint Committee
on
Economic Community and Development and
Environment & Contracts**

City Council Meeting Date: April 20, 2020

Lydia N. Martinez

Attest: _____
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

(Report returned from Mayor not signed on May 6, 2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 80-19

Resolution Authorizing a Tax Incentive Development Agreement For the Civic Block Redevelopment Project in the City's East End

WHEREAS, Ashlar Construction LLC or its permitted assignee, (the “**Developer**”), wishes to develop an approximately 2.5 acre site known commonly as the Civic Block along Stratford Avenue, between Newfield Avenue and Central Avenue, in the City's East End (the “**Property**”), and intends to invest approximately \$10 Million (\$10,000,000) Dollars (the “**Project Investment**”) in the development of an approximately 35,000 square-foot retail plaza (the “**Project**”) on the Property;

WHEREAS, the Developer has secured land use approval for the Project from the Bridgeport Planning and Zoning Commission;

WHEREAS, the Developer has made application to the City's Office of Planning and Economic Development (“**OPED**”) for a Tax Incentive Development Agreement (the “**Agreement**”) that would establish a phased-in, increasing tax payment schedule for the Project over a two (2) year construction period, one (1) year lease-up period, and a twelve (12) year operating period as more particularly described in the “**OPED Tax Impact Analysis**” attached hereto as **Attachment A**;

WHEREAS, OPED has analyzed this request, subjecting it to an economic pro forma analysis against industry and market standards for this type of Project, considering such factors as Developer equity and return, costs of construction, leveraging of private financing, all as per the requirements of the *City's Tax Incentive Development Program, Ch 3.20 of the Municipal Code* and has sought the advice of its outside financial consultant, the National Development Council;

WHEREAS, the Property is currently City-owned and produces no tax revenue;

WHEREAS, the Project will produce approximately \$600,000 in total revenue to the City over the course of the Agreement, with approximately \$435,000 coming from new tax revenue, and \$165,000 coming from building permit fees;



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts

Item No. 80-19

-2-

WHEREAS, the Project is subject under the Agreement to the provisions of *City Ordinance Ch. 3.29 – Employment Opportunities with Developers Fostering Economic Development*, which requires that during the development of this Project the first consideration of any additional employment of tradesmen/tradeswomen and/or any apprentices to be working on this Project will be given to qualified applicants who are residents of the City and/or who are ex-felons to the greatest extent possible toward meeting the requirements of twenty (20%) percent local resident hires and five (5%) percent ex-felon hires;

WHEREAS, the Agreement requires that the Developer also comply with the *City's Minority Business Enterprise Program Ordinance, Chapter 3.12.130 of the Code of Ordinances*, which establishes a requirement that six percent (6.0%) of the value of the construction contracts awarded for the Project go to African-American Minority Business Enterprises, and establishes an overall attainable goal that fifteen percent (15%) of the value of the Project's construction contracts be awarded to Minority Business Enterprises and fifteen percent (15%) to Women Business Enterprises;

WHEREAS, this Project meets the eligibility criteria of the City's Tax Incentive Development Program in that the City's Office of Planning and Economic Development ("OPED") finds that it:

- (1) represents at least \$3 million in investment;
- (2) is compatible with the Master Plan;
- (3) has received OPED's economic pro-forma analysis;
- (4) creates public benefits in neighborhood improvement;
- (5) shall not generate any less in taxes than in the year prior;
- (6) shall begin construction within two years;
- (7) has earned OPED's favorable report on economic impact

WHEREAS, this matter requires the publication of proper public notice and the scheduling of a public hearing prior to approval.

NOW THEREFORE, BE IT RESOLVED that the above recitals are hereby incorporated into the body of this resolution, and that the Mayor or the OPED Director is authorized to enter into a tax incentive development agreement and execute the same in a manner consistent with this resolution, and is authorized to take such other necessary actions and do such other things in furtherance of the Agreement in the best interests of the City.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts

Item No. 80-19

-3-

**RESPECTFULLY SUBMITTED,
THE JOINT COMMITTEE ON
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT
AND CONTRACTS**

Jeanette Herron, D-133rd, Co-Chair

Ernest E. Newton II, D-139th, Co-Chair

M. Evette Brantley, D-132nd Co-Chair

Maria I. Valle, D-137th, Co-Chair

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

Rosalina Roman-Christy, D-135th

Scott Burns, D-130th

Mary A. McBride-Lee, D-135th

City Council Date: April 20, 2020

ATTACHMENT A - Civic Block

OPED Tax Impact Analysis - 4-3-2020

Civic Block Tax Incentive Payment Schedule

<i>GSF Commerical</i>		<i>34,200</i>
<i>Base Tax Per SF</i>	\$	<i>1.00</i>
<i>Annual Escalator</i>		<i>1.02</i>

<u>Time Period</u>		<u>Annual Tax</u>
Const - Year 1	\$	-
Const & Lease - Year 2	\$	-
Full Lease Up - Year 3	\$	-
Stabilization- Year 4	\$	34,200
Stabilization- Year 5	\$	34,200
Stabilization - Year 6	\$	34,200
Stabilization - Year 7	\$	34,200
Escalating - Year 8	\$	34,884
Year 9	\$	35,582
Year 10	\$	36,293
Year 11	\$	37,019
Year 12	\$	37,760
Year 13	\$	38,515
Year 14	\$	39,285
Year 15	\$	40,071
	Total	\$ 436,208
Plus Est. Building Permit Fee Revenue	\$	165,000
Land Acquisition Fee Per RFP	\$	100,000
Total Revenue to the City	\$	701,208

ATTACHMENT - A (page 2 of 2)

OPED Tax Impact Analysis - Civic Block

Analysis of Theoretical Taxes Forgone

Assumed Full Tax \$ 4.00 per sf retail

Time Period	Tax	Tax	Theoretical
	Per Agreement	Assumed Full	Tax Foregone
Const - Year 1	\$ -	\$ -	\$ -
Const & Lease - Year 2	\$ -	\$ 30,000	\$ 30,000
Full Lease Up - Year 3	\$ -	\$ 70,000	\$ 70,000
Stabilization- Year 4	\$ 34,200	\$ 140,000	\$ 105,800
Stabilization- Year 5	\$ 34,200	\$ 140,000	\$ 105,800
Stabilization - Year 6	\$ 34,200	\$ 140,000	\$ 105,800
Stabilization - Year 7	\$ 34,200	\$ 140,000	\$ 105,800
Escalating - Year 8	\$ 34,884	\$ 140,000	\$ 105,116
Year 9	\$ 35,582	\$ 140,000	\$ 104,418
Year 10	\$ 36,293	\$ 140,000	\$ 103,707
Year 11	\$ 37,019	\$ 140,000	\$ 102,981
Year 12	\$ 37,760	\$ 140,000	\$ 102,240
Year 13	\$ 38,515	\$ 140,000	\$ 101,485
Year 14	\$ 39,285	\$ 140,000	\$ 100,715
Year 15	\$ 40,071	\$ 140,000	\$ 99,929
Total	\$ 436,208	\$ 1,780,000	\$ 1,343,792
Plus Est. Building Permit Fee Revenue	\$ 165,000		
Land Acquisition Fee Per RFP	\$ 100,000		
Total Revenue to the City	\$ 701,208		\$ 1,078,792

TAX INCENTIVE DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF BRIDGEPORT (“CITY”)

AND

ASHLAR CONSTRUCTION, LLC, its Affiliate or

Approved Assignee (“DEVELOPER”)

RE: CIVIC BLOCK DEVELOPMENT

WHEREAS, the Developer owns or will own certain real property consisting of separate parcels of land having addresses at 1162 – 1216 Stratford Avenue, 618 – 648 Newfield Avenue, and 25 – 55 Revere Street in Bridgeport, Connecticut as more particularly described in **Schedule A** attached hereto and made a part hereof (the **“Property”**) and intends to invest significant sums in the redevelopment of the Property in order to create an approximately 16,000 sq ft grocery store, 15,000 sq ft of additional retail, 4,000 sq ft of office, and parking, landscaping, hardscaping and open space (collectively, the **“Project”**) as set forth and described in that certain Land Disposition Agreement between the parties dated December 13, 2018 (the **“LDA”**), which LDA is incorporated by reference as if fully set forth herein; and

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

WHEREAS, the Developer’s development of the Project on the Property will be beneficial to the City because it will provide for the creation of a needed neighborhood grocery store and other amenities in the East End area of the City; and

WHEREAS, the Developer has agreed and committed to develop the Project on the Property in accordance with the LDA at an approximate total Project cost of Seven Million (\$7,000,000.00) Dollars inclusive of all hard and soft costs related to the Project; and

WHEREAS, the Developer will construct the Project, which would ordinarily be subject to full real property taxation (“**Taxes**”); and

WHEREAS, the Developer has applied to the City for a tax incentive development agreement (the “**Tax Incentive Agreement**”) pursuant to the provisions of the City’s Tax Incentive Development Ordinance, Chapter 3.20 of the Bridgeport Municipal Code of Ordinances, as amended on November 4, 2013, October 16, 2017, and April 20, 2020 (the “**Tax Incentive Ordinance**”), which ordinance is in conformity with Connecticut General Statutes; and

WHEREAS, the Office of Planning and Economic Development (“**OPED**”) has determined, pursuant to the requirements of the Tax Incentive Ordinance, that the projected level of future Taxes on the Property and Project under normal assessment and levy practices would make the proposed Project economically unfeasible; and

WHEREAS, the Developer has emphasized its willingness and has proven its capability to undertake the Project, conditioned upon the execution of an appropriately structured Tax Incentive Agreement with the City; and

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

WHEREAS, the parties agree that the Property and the Project meet the definition of “development property” as defined in Section 7-482 Connecticut General Statutes and the parties intend for the Property to be exempt, in whole or in part as described herein, from Taxes pursuant to Connecticut General Statutes Section 7-498 in order to ensure that the Project is economically feasible; and

WHEREAS, the Developer and the City have negotiated and wish to enter into this Agreement, which provides for no payment of Taxes on the Property until July 1, 2023 to allow a two-year period to both construct the Project and a one-year period to identify tenants or purchasers of units in the Project (collectively, the “**Construction/Lease-Up Period**”), and thereafter, based upon the issuance of a certificate of occupancy for the Project prior to the expiration of the Construction/Lease-Up Period, to allow Taxes at their then-current level to be partially abated in accordance with this Tax Incentive Agreement and then to be annually increased during the period starting from the expiration of the

Construction/Lease-Up Period continuing in accordance with the Tax Schedule (defined below) for a total period of fifteen (15) years in the aggregate (the "Term"); and

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

WHEREAS, the schedule of Taxes set forth in the Tax Schedule (defined below) applicable to the Property shall be imposed irrespective of future assessments, Grand Lists, mill rates, tax billing procedures, and the like otherwise applicable to the real property taxation of other property in the City of Bridgeport during the Term; and

WHEREAS, this Tax Incentive Agreement shall have no effect upon the imposition of personal property taxes applicable to the Project, which shall be imposed in the ordinary course of business completely separate and apart from this Tax Incentive Agreement.

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

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

The above recitals are incorporated by reference into the body of this Agreement with full legal effect as if fully set forth herein.

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

(a) Taxes During the Construction/Lease-Up Period. No Taxes shall be due on the Property during the Construction/Lease-Up Period.

(b) Taxes During the Balance of the Term. If the Developer has met its obligations under subparagraph (a) above, Taxes due on the Property during the balance of the Term following the expiration of the Construction/Lease-Up Period shall be due and payable in semi-annual installments in accordance with the semi-annual payment schedule set forth in **Exhibit A** attached hereto and made a part hereof (the "Tax Schedule") and described generally as follows:

(i) Years 4 through 7 (July 1, 2023 through June 30, 2027): Taxes due on the Property are stabilized at the rate of \$34,200.00 per year;

(ii) Years 8 through 15 (July 1, 2027 through June 30, 2035) with an annual increase of 1.02% compounded annually through the end of the Term as set forth in the Tax Schedule.

The Taxes due pursuant to paragraphs (a) and (b) above shall collectively be referred to as "**Tax Incentive Payments**" and each a "**Tax Incentive Payment**" during the Term, such Tax Incentive Payments being in lieu of all otherwise applicable real estate taxes on the Project.

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

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

4. **Defaults; Remedies.** A default ("**Default**") shall exist hereunder if any of the following occur (each an "**Event of Default**"): If the Developer shall have: (a) committed a Delinquency in connection with three (3) Installments, regardless of whether the Developer subsequently pays such Installment with interest; (b) allowed a Delinquency to exist in excess of 90 days, regardless of whether the Developer subsequently paid such Installment with interest; (c) violated any other material obligations on its part to be performed hereunder; or (d) failed to obtain a certificate of occupancy for the Project as required by the LDA prior to the expiration of the Construction Period, and such Event of Default shall have continued beyond any applicable cure period provided herein. Upon the occurrence of an Event of Default under

subsection (c) or subsection (d) of this paragraph, the City shall give the Developer thirty (30) days' notice to cure such Event of Default. There shall be no cure period for an Event of Default due to non-payment or late payment of Taxes under subsection (a) or subsection (b) above. Upon the occurrence of an Event of Default that is not cured after the passage of any cure period granted hereunder, the City shall have the right (i) to terminate this Tax Incentive Agreement upon the giving of thirty (30) days' written notice, (ii) to record a notice in the Bridgeport land records terminating this Tax Incentive Agreement as of the date that termination takes effect, (iii) to collect all unpaid Installments together with default interest due up to the date of termination, and (iv) to reinstate the Taxes that would otherwise be due on the Property and the Project in the absence of this Tax Incentive Agreement, including the right to charge the costs and expenses of collection and reasonable attorneys' fees against the Developer whether or not litigation is commenced. Termination of this Tax Incentive Agreement shall not invalidate, increase, or otherwise impact the effect of previous payment of Installments made timely in accordance with the Tax Schedule. The Property and Project shall be listed as Development Property as defined in Section 7-482 Connecticut General Statutes on the City of Bridgeport Tax Assessor's records, and shall be subject to the provisions of Chapter 205 Municipal Tax Liens, of the Sections 12-171 to 12-195g Connecticut General Statutes.

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

6. **WPCA Fees.** This Tax Incentive Agreement and the Taxes to be paid pursuant to Exhibit A are separate and distinct from any Water Pollution Control Authority charges that the Developer may be obligated to pay with respect to the Property and the Project.

7. **Commencement of Construction; Developer Investment.** The Developer agrees to commence construction of the Project and agrees to invest approximately Seven Million (\$7,000,000.00) Dollars in hard and soft acquisition and development costs, and construction costs related to the Project.

8. **Completion of the Project.** As a condition to this Tax Incentive Agreement, the Developer agrees to expeditiously commence and complete using best efforts with

due diligence all work necessary to complete the Project as required by the LDA, such completion being evidenced by the issuance of a certificate of occupancy prior to the expiration of the Construction/Lease-Up Period, and by observing all the terms and conditions of this Tax Incentive Agreement and all applicable federal, state and local laws and regulations throughout the Term.

9. **Binding Effect; Actions of Developer and City.** This Tax Incentive Agreement shall be binding upon the City and the Developer, and their respective successors and permitted assigns. The Developer shall record an executed copy of this Tax Incentive Agreement in the Bridgeport Land Records in order to be effective and shall promptly provide evidence of its recording to the City. The City and the Developer shall communicate with the Tax Assessor and the Tax Collector to ensure that they are aware of the terms of this Tax Incentive Agreement.

10. **Amendments.** This Tax Incentive Agreement may only be modified or amended by a written agreement duly-executed by all the parties hereto and recorded in the Bridgeport Town Clerk’s Office.

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

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

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

All notices to Developer: Managing Member
Ashlar Construction, LLC

277Fairfield Avenue
Bridgeport, CT 06604

with a copy to:

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

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

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

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

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

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

(c) Each Transferee shall execute an assignment and assumption agreement of the Obligations with OPED, which document the Transferee shall record on the Bridgeport Land Records in order for such Transfer of Control to be effective as to this Tax Incentive Agreement.

Except as otherwise specifically provided herein, a Transfer of Control without the City's prior written consent shall constitute an Event of Default under this Tax Incentive Agreement on and as of the date of such transfer and shall constitute a termination of the Tax Incentive Agreement. Notwithstanding anything to the contrary stated herein, a Transfer of Control to an affiliate of the applicant, meaning an entity that controls or is controlled by the Developer (each, an "**Affiliate**"), for the Tax Incentive Agreement or an Affiliate of any subsequent Transferee approved by the City shall not constitute a Default under this Agreement. Further, any grant of a security interest in the Property or the Developer's rights and/or this Agreement to an affiliate or an institutional lender shall not constitute a "Transfer of Control" for purposes of this Agreement and no such grant shall require the City's consent, or constitute a Default under this Agreement.

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

17. **MBE Compliance.** The Tax Incentive Ordinance establishes requirements for the Developer's employment of minority contractors in connection with the Project. The City has established a Minority Business Enterprise Program Ordinance, Chapter 3.12.130 of the Code of Ordinances, attached hereto and made a part hereof as **Exhibit B** (the "**MBE Ordinance**"). The Developer's compliance with the MBE Ordinance shall be deemed to be compliance with the MBE hiring requirements of the Tax Incentive Ordinance. The City's Office of Small & Minority Business Enterprise will administer the Developer's compliance with the MBE Ordinance. The City shall apply and the Developer

shall observe the MBE Ordinance in the following manner for construction contracts for the Project:

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

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

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

(d) The City's attainable goal for the Project is established at fifteen percent (15.0%) for WBE subcontractors ("**Attainable WBE Goal**"). The Developer will publish all bids on the City's electronic bidding website, www.bidsync.com.

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

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

(g) The Developer will coordinate its bidding activities with Mr. Fred Gee, Senior Program Administrator, in the City's Office of Small & Minority Business Enterprise, 999 Broad Street, 2nd Floor ("**MBE Administrator**").

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

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

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

18. **Local Resident Hiring Efforts.** The Bridgeport City Council adopted City Ordinance Ch. 3.29 – Employment Opportunities with Developers Fostering Economic Development (Item 136-17) on September 18, 2018, a copy of which is attached hereto and made a part hereof as **Exhibit C**, which requires that the Developer agrees to pursue the following goals for the employment of Bridgeport residents in connection with the construction of the Project, as follows:

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

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

(c) The Developer will provide the City's Office of Contract Compliance established under Municipal Code Sec. 3.12.130 with such information requested by said office concerning the employment pattern, practices and procedures of the Developer as they relate to the provisions of subsections (a) and (b) of this section and any rules and regulations and/or orders issued pursuant thereto.

(d) Prior to seeking a building permit for the Project, Developer shall meet with the City's Office of Contract Compliance with paperwork sufficient to establish Developer's satisfaction of this requirement or documentation sufficient to the said office for said office to issue a waiver of this requirement for good cause shown.

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

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

within thirty (30) days after delivery of such notice, why it has stopped development of the Project or why it has ceased commercial operation as determined by the City in the exercise of its commercial business judgment, this Tax Incentive Agreement shall come to an end at the end of such 30-day period ("**Termination Date**"), whereupon the parties shall have no further obligations to one another except for those obligations specifically stated to survive early termination.

NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS THEREOF, the parties have executed this agreement this _____ day of _____, 2020.

In the presence of:

CITY OF BRIDGEPORT

By: _____
duly-authorized

STATE OF CONNECTICUT)

) ss. Bridgeport _____, 2020

COUNTY OF FAIRFIELD)

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

Commissioner of the Superior Court Notary
Public
Commission Expires:

In presence of:

DEVELOPER

By:
Its Member

By: _____
Name:
Title:
Duly-authorized

STATE OF CONNECTICUT)

) ss.

_____, 2020

COUNTY OF FAIRFIELD)

Before me, personally appeared _____, who acknowledged himself/herself to be the duly authorized _____ of _____ LLC, member of _____, LLC signer and sealer of the foregoing instrument, and that he/she as such and being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such _____.

Commissioner of the Superior Court

Notary Public

My commission expires on:

SCHEDULE A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

EXHIBIT A

Tax Schedule

<u>Tax Payment Date</u>	<u>Payment Due</u>
[Construction/Lease-Up Period]	
July 1, 2020	\$0
January 1, 2021	\$0
July 1, 2021	\$0
January 1, 2022	\$0
July 1, 2022	\$0
January 1, 2023	\$0
[4-year Stabilization Period]	
July 1, 2023	\$17,100
January 1, 2024	\$17,100
July 1, 2024	\$17,100
January 1, 2025	\$17,100
July 1, 2025	\$17,100
January 1, 2026	\$17,100
July 1, 2026	\$17,100
January 1, 2027	\$17,100
[Taxes escalating 1.02%/year compounded]	
July 1, 2027	\$17,442
January 1, 2028	\$17,442

July 1, 2028	\$17,791
January 1, 2029	\$17,791
July 1, 2029	\$18,146.50
January 1, 2030	\$18,146.50
July 1, 2030	\$18,509.50
January 1, 2031	\$18,509.50
July 1, 2031	\$18,880
January 1, 2032	\$18,880
July 1, 2032	\$19,257.50
January 1, 2033	\$19,257.50
July 1, 2033	\$19,642.50
January 1, 2034	\$19,642.50
July 1, 2034	\$20,035.50
January 1, 2035	\$20,035.50

Exhibit B

3.12.130 - Minority business enterprise program.

A.

Purpose. The purpose of this chapter is to:

1.

Recognize the findings of the Disparity Study conducted at the city's request and implementation investigations and failures of prior remedies;

2.

Implement a race and gender-conscious program to correct historic discrimination in contracting for those groups identified in the Disparity Study;

3.

Create a program to benefit minority and City-based businesses; and

4.

Take steps to reduce or eliminate aspects of the city's bidding and contracting processes that pose the greatest difficulties for minority businesses and City-based businesses and hinder their participation, prosperity and growth, and competition for city work.

B.

Definitions. All capitalized terms not defined in this chapter shall have the meanings assigned to them in Section 3.08.070, Purchasing procedure, unless the context otherwise requires.

"African American" means a Black American, including all persons having origins in any of the Black African racial groups not of Hispanic origin.

"American Indian" means a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

"Asian American" means an Asian American, including all persons having origins in any of the countries of the Asian continent, Southeast Asia, an Asian Pacific American and a Pacific islander.

"Business" means a business defined under "company."

"Certified" means an MBE, or WBE contractor whose status as a member of a particular minority group classification has been established, certified or accepted for participation as a minority by: (a) any state of Connecticut agency or quasi-governmental agency, (b) any other state governmental or quasi-governmental agency in another state, and (c) any governmental or quasi-governmental agency of any city, town, county or municipality in Connecticut or any other state (for Minority status) and by (d) the city's Small and Minority Resource Center (for City-based business status), and which certified contractor otherwise possesses the experience, skills and resources to satisfy a city contract and/or contract category.

"City-based business" means a responsive and responsible vendor with its Principal Place of Business located within the municipal boundaries of the City of Bridgeport.

"City contract" for purposes of this chapter means any contract, purchase order, bid, quote or selection process involving work in the nature of construction (including new construction, rehabilitation, demolition and sitework), architecture and engineering, professional services, nonprofessional services, or goods.

"Company" means a business enterprise, including a corporation, partnership, joint venture, limited liability company, limited liability partnership or sole proprietorship.

"Compliance committee" means a committee established by the administrator to oversee the implementation of this chapter, compliance with its provisions, investigations relating to this chapter interpretations of its meaning and application, hearing and resolution of protests and complaints, and implementation of remedies and penalties, consisting of the named or his/her designee: The Mayor, the Chief Administrative Officer ("administrator"), the City Attorney, the Director of Purchasing, the Director of the Small and Minority Resource Center, the Contract Compliance Officer, President of the Board of Directors of the Hispanic Chamber of Commerce of Greater Bridgeport, Inc., the head of the Southern Connecticut Black Chamber of Commerce, Inc., and a Community Representative appointed by the Mayor.

"Compliance reports" means those reports identified in this chapter prepared by the person or department designated or otherwise prepared at the request of the administrator or his designee, including any city consultant engaged for such purpose, to track all phases of the program established by this chapter, including utilization of minority contractors and Bridgeport businesses, compliance by bidders and various participants in the implementation of or compliance with the program, outreach efforts, protests and complaints received and determined, enforcement actions taken, liquidated damages assessed, debarments and disciplinary actions recommended, and such other reports as the administrator may deem necessary or desirable.

"Contracting category" means contracts for construction, contracts for architecture and engineering, contracts for professional and nonprofessional services, and goods.

"Due diligence criteria" for purposes of this chapter, means a fair and unbiased method by which a contracting officer obtains informal quotes when permitted by Section 3.08.070 from companies, including MBEs, WBEs and City based businesses, such that bias, prejudice and discretionary practices by a contracting officer are minimized and city contracts are awarded in compliance with the requirements of this chapter.

"Evaluation credits" means, in a qualifications-based selection process, the assignment of ten additional points to applicable target groups when evaluating their qualifications and/or their proposals, based upon a uniform one hundred (100) point scoring system described in this chapter in order to arrive at a short-list of proposers so that target groups are not placed at a competitive disadvantage when competing with non-target groups.

"Formal" contracts means those city contracts that exceed twenty-five thousand dollars (\$25,000.00) and are required to be publicly advertised under Section 3.08.070.

"Good faith efforts" means a prime contractor's obligations to reach out through various means and methods described in this chapter to minority contractors to participate as subcontractors in connection with the prime contractor's intention to bid for a city contract, as more particularly described in subsection (G)(5) of this section.

"Hispanic American" means a Hispanic American, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

"Informal" contracts means those city contracts equal to or less than twenty-five thousand dollars (\$25,000.00) that are not required to be publicly advertised under Section 3.08.070 of this title.

"Jobs funnel" means a community effort to provide opportunities for Bridgeport residents to receive life-skills training, job training, and job placement with building trades and companies doing business with the city or in the city of Bridgeport.

"Liquidated damages" means monetary penalties that can be assessed against a prime contractor for violation of the requirements of this chapter, as more particularly described in subsection (H)(3) of this section.

"Minority business enterprise," "minority contractor" or "MBE" has the same meaning as set forth in C.G.S. Sec. 4a-60(g)(a)(4), as may be amended from time to time, excluding therefrom the disabled and any requirement that such be a small contractor as defined therein.

"Outreach and marketing program" means a city program operated by the administrator, or his designee, including any city consultant engaged for that purpose, to attract and promote the inclusion of new and existing minority and City-based businesses into the city bidding and contracting process, including soliciting businesses to bid for city contracts and become city

contractors, advertising contracting opportunities especially in media outlets sensitive to minority interests, hosting open houses, registration and networking events, arranging training opportunities, facilitating partnering with companies, and identifying agencies and for-profit and not-for-profit organizations interested in fostering the capacity and effectiveness of minority businesses, and the like.

"Prime contractor" means a responsive and responsible nonminority contractor that seeks or obtains a city contract.

"Principal Place of Business" means the location where the thought processes of the business, the books and records of the business, and where top management of the business preside as their prime office location.

"Program administrator" or "administrator" means the city's chief administrative officer or his/her designee.

"Prompt payment directive" means the city's commitment to a prompt payment process developed by the administrator, director of finance and the director of information technology for: (a) all prime contractors employing minority contractors as subcontractors, and (b) all minority contractors to ensure that the city pays complete invoices in a maximum of thirty (30) days if to a prime contractor and a maximum of fifteen (15) days if to a minority contractor, except for any portions of such invoices about which there exists a legitimate dispute.

"Self-perform" means that with regard to a Minority contractor that it is a contractor, whether a prime contractor or a subcontractor, that performs at least forty (40%) percent of the value of its work (exclusive of materials and equipment) using its own forces and resources as determined by monthly payrolls; "self-perform" means that with regard to a Majority contractor that it is not a certified MBE, WBE or city based business contractor, whether a prime contractor or a subcontractor, which performs in excess of ninety (90%) percent of the value of its work (exclusive of materials and equipment) using its own forces and resources as determined by monthly payrolls

"Subcontractor substitution" means a prime contractor's request to substitute or replace a minority contractor listed or identified prior to the time of award and upon which the award was made, which can only be accomplished with the administrator's, or his designee's, including a city consultant engaged for that purpose, or the Compliance committee's prior written consent after written notice from the prime contractor to the administrator, with a copy to the subcontractor, both the prime contractor and the subcontractor having a right to be heard, and such a substitution must be based on good cause shown in accordance with a process established by the administrator or the Compliance committee.

"Target groups" means those racial or gender groups identified in the Disparity Study that experienced historic discrimination in city contracting to such a degree that this chapter provides

race and gender-conscious remedies such as set-asides, percentage attainable goals, evaluation credits or other preferences.

"Voluntary programs" means those program activities described in this chapter and other activities implemented in the future by the administrator or his designee, including any city consultant engaged for that purpose, that are designed to encourage and develop minority contractors and City-based businesses, provided that such activities are legally permissible without the need to establish historic discrimination and are essentially neutral as to all types of small business enterprises, including but not limited to the adoption of project labor agreements, the creation of a jobs funnel, etc.

"Waiver" means the request for relief from a requirement of this chapter, satisfactory to the program administrator or the Compliance committee, that the prime contractor's good faith efforts to identify a minority contractor or a target group, as required by this chapter, did not result in meeting at least fifty (50) percent of the requirements or goals of this chapter in spite of the prime contractor's good faith efforts to achieve compliance.

"Women business enterprise" or "WBE" means a responsive and responsible women-owned business enterprise contractor who is not a member of a racial minority group.

C.

Guiding Principles.

1.

It is important to implement the principles and goals of this chapter in a way that encourages the participation of MBE, WBE and City based business contractors in the city contracting process while at the same time being fair and avoiding unreasonable burdens on other contractors that are not members of such groups.

2.

It is important to implementation and compliance that participants in the city contracting process, whether prime contractors, subcontractors, MBEs, WBEs, or City based businesses, and city officials, employees and agents, be discouraged in various ways and penalized for noncompliance, efforts to avoid or subvert, or assist others in such efforts, or to appear to be in compliance with the important principles and goals of this chapter by the use of strategies, devices, ploys and other improper means.

3.

It is important in the implementation and compliance process to understand that this chapter serves as an important tool in the revitalization of the city's economy, including the encouragement, development and success of Bridgeport companies and the employment of Bridgeport residents.

4.

A prime contractor who is a certified MBE, MWBE, or WBE and meets the other requirements of this chapter, such as the obligation to Minority self-perform, is, by definition, in compliance with the principles and goals of this chapter.

D.

Establishment of Race, Local, and Gender-Conscious Remedies.

1.

Formal Prime Contract Remedies.

a.

Competitive Bids. An attainable goal of thirty (30) percent of the aggregate dollar value of each formal city contract (goal of fifteen (15) percent of the contract value to MBEs and goal of fifteen (15) percent to WBEs).

b.

Qualifications-Based Selections. An attainable goal of thirty (30) percent of the aggregate dollar value of a city contract is established for prime contractor utilization of certain target groups during QBS processes. For purposes of this subsection, the target groups that should receive evaluation credits are:

i.

City contracts for construction professionals: African Americans, Hispanic Americans, minority female, and Caucasian female business enterprises.

ii.

City contracts for architecture and engineering professionals: Asian Americans, Hispanic Americans, and Caucasian females.

iii.

City contracts for other professional services: Asian Americans, Hispanic Americans, minority female, and Caucasian female business enterprises.

iv.

City contracts for goods and nonprofessional services: African Americans, minority female, and Caucasian female business enterprises.

2.

Informal Prime Contract Remedies.

a.

An attainable goal of thirty (30) percent of the aggregate dollar value of each informal city contract (goal of fifteen (15) percent of the contract value to MBEs and goal of fifteen (15) percent to WBEs).

b.

Since informal city contracts awarded to prime contractors are not usually publicly advertised and tend to be awarded by individual contracting officers after informal quotes are obtained, some businesses do not participate sufficiently in city contracts to the extent that they can build experience, become better equipped to provide goods and services to the city, and circulate procurement dollars within the city's tax base. The administrator and the director of purchasing shall implement due diligence criteria for contracting officers and standardize the process for identifying, documenting and selecting target groups for the award of informal city contracts to minimize discretionary or prohibited practices. At least one informal quote must be from a firm listed as a City-based business in the City's Minority and Small Resource Center, or in the alternative, a waiver is obtained from the City's Minority and Small Resource Center.

For purposes of this subsection, the target groups are:

i.

City contracts for construction: African Americans, and Hispanic Americans.

ii.

City contracts for architecture and engineering services: Hispanic Americans, minority female, and Caucasian female business enterprises.

iii.

City contracts for professional services: African Americans, Asian Americans, Hispanic Americans, minority female, and Caucasian female business enterprises.

iv.

City contracts for goods and nonprofessional services: African Americans, minority female, and Caucasian female business enterprises.

3.

Disparity in Construction Subcontracting Remedy.

a.

In addition to the attainable goal of thirty (30) percent of the aggregate dollar value for formal city contracts and the attainable goal of thirty (30) percent for informal city contracts, a mandatory requirement of six (6) percent of the aggregate dollar value of formal and informal construction

subcontracts is established for prime contractor utilization of certified African American businesses who will Minority self-perform under the resulting contract and meet the other requirements of the bid. African-American businesses constitute the target group for purposes of this subsection.

b.

The administrator or his designee, including any city consultant engaged for this purpose, and the director of purchasing will create a registration system that will collect business information, construction trade classification, size, capacity and other characteristics for African American contractors. City contracts for construction subcontracting reserved for African American contractors shall be based on such registry and shall be revised on an annual basis to accommodate the registration of new African American contractors in the construction trades.

c.

The inability of a prime contractor to meet the mandatory six (6%) percent African American requirement of this subsection may be permitted only upon the administrator's grant of a waiver for good cause shown in accordance with this chapter or because it has established that it is a Majority self-performing contractor to the satisfaction of the Director of the Minority and Small Resource Center. If a waiver is not granted or the contractor will not Majority self-perform, all or portions of the work shall be re-bid if feasible and practical or the administrator shall assign work in a fair and unbiased manner to contractors previously identified and participating in the program created by this chapter who are certified, Minority self-performs and meet the other requirements of the bid.

E.

Local and Minority Preference for Competitive Bids

1.

When Businesses That Are Both Minority And City-Based Fall Within the Allotted Percentages. For businesses that are both a Certified minority and a Certified City-based business, provided that the response to a competitive bid contains, at the time of submission, supporting documentation satisfactory to the purchasing agent, the following shall apply:

(a)

For purchases in which the lowest bid amount is one hundred thousand dollars (\$100,000.00) or less, the lowest responsive, responsible minority, City-based business that submitted a bid within ten percent (10.0%) of the lowest responsive, responsible bid shall be offered the award to the contract, provided such business agrees to accept the contract at the lowest bid amount.

(b)

For purchases in which the lowest bid amount is more than one hundred thousand dollars (\$100,000.00) but does not exceed two hundred and fifty thousand dollars (\$250,000.00), the lowest

responsive, responsible minority, City-based business that submitted a bid within seven and one-half percent (7.5%) of the lowest responsive, responsible bid shall be offered to award to the contract, provided such business agrees to accept the contract at the lowest bid amount.

(c)

For purchases in which the lowest bid amount is more than two hundred and fifty thousand dollars (\$250,000.00) but does not exceed five hundred thousand dollars (\$500,000.00), the lowest responsive, responsible minority, City-based business that submitted a bid within five (5.0%) of the lowest responsive, responsible bid shall be offered to award to the contract, provided such business agrees to accept the contract at lowest bid amount.

(d)

In the event that more than one business meets the criteria of both a minority and City-based business and their bids falls within the allotted percentage, first preference will be given to such business whose bid price was closest to the lowest bid price. If the first of such qualifying businesses chooses not to accept the award of the bid at the lowest bid amount, then the option shall go to the qualifying business within the applicable percentages with the next closest bid to the lowest bid price.

2.

When No Bidders That Fall Within The Allotted Percentages Are Both Minority and City-Based Businesses, But Are One Or The Other. If no businesses meet the criteria for both a Certified minority and a Certified City-based business, or such a qualifying business chooses not to accept the award of the bid at the lowest bid amount, the following shall apply to businesses that are either a Certified minority or a Certified City-based business provided that the response to the competitive bid contains, at the time of submission, supporting documentation satisfactory to the purchasing agent set forth in the definition for a minority or a city based business:

(a)

For purchases in which the lowest bid amount is one hundred thousand dollars (\$100,000.00) or less, the lowest responsive, responsible minority or city based business that submitted a bid within ten percent (10.0%) of the lowest responsive, responsible bid shall be offered the award to the contract, provided such business agrees to accept the contract at the lowest bid amount.

(b)

For purchases in which the lowest bid amount is more than one hundred thousand dollars (\$100,000.00) but does not exceed two hundred and fifty thousand dollars (\$250,000.00), the lowest responsive, responsible minority or city based business that submitted a bid within seven and one-half percent (7.5%) of the lowest responsive, responsible bid shall be offered the award to the contract, provided such business agrees to accept the contract at the lowest bid amount.

(c)

For purchases in which the lowest bid amount is more than two hundred and fifty thousand dollars (\$250,000.00) but does not exceed five hundred thousand dollars (\$500,000.00), the lowest responsive, responsible minority or city based business that submitted a bid within five percent (5.0%) of the lowest responsive, responsible bid shall be offered the award to the contract, provided such business agrees to accept the contract at lowest bid amount.

(d)

In the event that more than one business meets the criteria of either a minority or a based business, first preference will be given to such business whose bid price was closest to the lowest bid price. If the first of such qualifying businesses chooses not to accept the award of the bid at the lowest bid amount, then the option shall go to the qualifying business within the applicable percentages with the next closest bid to the lowest bid price.

3.

When No Bidders That Fall Within The Allotted Percentages are either Minority or City Based. If no businesses meet the criteria for either a Certified minority or a Certified City-based business, or such a business chooses not to accept the award of the bid at the lowest bid amount, the award shall go to the lowest responsive, responsible bidder.

4.

Uniform Scoring System for QBS Processes. In the event an interview of a short list is involved in a QBS procurement, then the contracting officer shall develop a uniform one hundred (100) point system for use in qualifications-based selection processes. Target groups determined in accordance with this chapter for the contracting category involved will be entitled to an additional ten points above the score that they receive as a result of the one hundred (100) point system in determining whether they are part of the short list of contractors arrived at for purposes of making a final selection. The final selection shall then be made in the ordinary course of making a qualifications-based selection.

5.

Informal Bids: For purchases by informal bid or informal proposal, at least one quote must be obtained from a City-based business on the list maintained by the City's Small & Minority Resource Center, or Purchasing shall require an explanation from the Director of the Small & Minority Resource Center as to why such a quote should not be required for the specified procurement.

F.

Establishment of Best Practices In Subcontracting. For purposes of implementing the city's program, the administrator will ensure that best management practices are employed to improve MBE, WBE and City-based business access to and participation in city contracts. The following

practices focus on pre-award and post-award efforts and are intended to benefit all minority contractors interested in contracting with the city. Best practices include, but are not limited to, the following:

1.

Identification of Specific Subcontractors is Required and Substitutions May Not be Made Without Good Cause Shown. Prime contractors must either identify subcontractors at the time of bid submission or indicate that they intend to meet the goals established for such contract. Following receipt of a notice of intent to award, a prime contractor must identify such subcontractors, the dollar value of each subcontractor's work, and those subcontractors may not be substituted without good cause being shown in accordance with this chapter. The administrator will determine whether good cause has been shown for the substitution of the subcontractor and shall be guided by the principles and goals of this chapter and any applicable industry standards in the contract category involved.

2.

Creation of a Uniform System for Posting Procurement Notices. The administrator or his designee, including any city consultant engaged for such purpose, the director of purchasing and the director of information technology shall establish a uniform system for posting notices of city contracts that includes posting minority contracting opportunities in the purchasing department, providing computer stations available to the public in the purchasing department for contracting opportunities, registration, placing bids, etc., placing newspaper notices, website posting, fax notification, email notification and/or any combination thereof with other methods. Sufficient time should be permitted between bid posting and bid opening so that prime contractors are able to make good faith efforts to recruit minority contractor participation.

3.

Unbundling of City Contract Opportunities into Smaller Contracts Where Feasible. Where practical and feasible, contracting officers seeking to bid city contracts should make every effort to unbundle contracts into separate parts of the work (including labor, materials, equipment, etc.) in a way that is practical, manageable, efficient and cost-effective, in a way that balances such concerns with the goal of maximizing the ability of MBEs to participate as subcontractors or as prime contractors themselves.

4.

Revising Bonding Requirements. The administrator and the city attorney shall develop a policy to reduce or eliminate to the extent practical and feasible the bonding requirements from MBEs, and WBEs for city contracts, including for example the establishment of a contingency in the budget for the work to cover the costs and consequences of a minority contractor's failure to complete, that balances the city's concerns about job completion, risks and potential liabilities, and other legal concerns with this chapter's desire to ensure that bonding requirements do not constitute an unreasonable obstacle to participation, including the creation of a contingency fund in the budget

for particular city contracts to cover the cost of complete and consequences resulting from a minority contractor's failure to perform.

5.

Phased Release of Bonding and Retainage. The administrator and the city attorney shall develop a policy and procedure, when practical and feasible, to work with prime contractors to permit periodic releases of an MBE's, or WBE's performance bond, where subcontractor bonds are required by the prime contractor, and to release retainage upon satisfactory completion of portions of such subcontractor's work so long as the prime contractor is satisfied with the quality and completion of such work. Prime contractors may not create retainage greater than five percent of the value of a minority contractor's portion of the work, but may create retainage up to ten percent in other cases according to industry standards and practices not in violation of law. Such policy and procedure shall not include the periodic release of payment bonds, since such bonds are created to protect the interests of other subcontractors or sub-subcontractors.

6.

Adopt a Prompt Payment Procedure to Assist MBEs—Prohibition of "Pay When Paid" Clauses in Certain Contracts. The administrator and the director of finance shall develop a prompt payment procedure that prioritizes payments to minority contractors and the prime contractors for whom they may be working. Such procedure shall provide for the payment of complete invoices to a prime contractor that utilizes minority contractors in a maximum of thirty (30) days after receipt, elimination of any "pay when paid" clause in the prime contractor's contracts with minority contractors, and a requirement that prime contractors shall pay minority contractors within fifteen (15) days of the receipt of complete invoices. In all cases, payments in accordance with this paragraph are not required within such timeframes for invoices or portions thereof about which there exists a legitimate dispute until such dispute is resolved.

7.

Adoption of Protest Procedures. The administrator and the city attorney shall develop protest procedures when contractors, whether prime contractors or minority contractors, or other persons wish to challenge a bid, contract award, grant or denial of a waiver, release of retainage, and to handle other complaints that may arise in the interpretation, implementation, monitoring and compliance activities of this chapter, and such procedures may be similar to the bid protest procedures adopted by the board of public purchases pursuant to Section 3.08.070 of this title. Such protests shall be heard and determined by the Compliance committee.

8.

Collection of Monthly Records—Preparation of Compliance Reports on a Regular Basis. In order to determine the program's level of success and to address any problems that may result in the implementation of the program described in this chapter, monthly records will be available for review in the department of purchasing, and the administrator or his designee, including any city

consultant engaged for such purpose, shall prepare quarterly utilization reports at the end of the months of October, January, April and July in each fiscal year for submission to the mayor and the city clerk of the city council. Such compliance reports shall include reports on minority contractor availability and utilization, employment of minority contractors, creation of apprenticeships and employment opportunities for Bridgeport residents on projects covered by project labor agreements, nature and results of bid protects, instances of noncompliance by prime contractors, minority contractors, city employees and others involved in the program.

9.

Establishment of Outreach and Marketing Program. The administrator or his designee, including any city consultant engaged for such purpose, shall develop an outreach and marketing program that includes developing a tag line and print materials for an outreach campaign, creating procedures for distributing forecasts of contracting opportunities, developing arrangements with public and private agencies and organizations to disseminate information about the program described in this chapter, and conducting periodic program monitoring and evaluation as required by this chapter. This program will create a resource listing of existing and new City-based and minority contractors that contains the contracting category, minority group affiliation, target group membership, experience, resources, size, equipment and other relevant information for each. Such program will also include a notification process to ensure that minority contractors and target group members obtain a timely notification designed to reach them, and sufficient time and opportunity to submit bids, quotes, qualifications or proposals to prime contractors who plan to bid for city contracts.

G.

Priority of Federal and State Minority Business Award Criteria. Often, with regard to federal and state funding of loans and grants, such governments require their own criteria and goals for awarding contracts to MBEs, WBEs and, in cases, refusals to award based upon any local preference when federal or state dollars, respectively, are used to procure the goods or services desired. Recipients of federal and state funds are often required to implement measures to ensure equitable minority contracting whether a disparity was found or not. Therefore, notwithstanding anything contained in this chapter to the contrary, any requirements of federal or state governments relating to the award of contracts to SBEs, MBEs, WBEs, MWBEs or City-based businesses shall govern over any inconsistent provision of this chapter.

H.

Compliance—Good Faith Efforts—Penalties—Miscellaneous.

1.

Compliance with and good faith adherence to the requirements of this chapter by prime contractors, minority contractors, city officials and employees, and others involved in the city contracting process is mandatory, except where otherwise provided or permitted by this chapter.

2.

No scheme, strategy, ruse, artifice, collaboration, pass through or other device to make it appear that compliance with this chapter has been achieved or to avoid compliance with this chapter is permitted. The Compliance committee, of its own accord or upon complaint by a third party, shall have investigatory authority over such complaint, may issue determinations of compliance or noncompliance, and may impose remedies as provided for herein.

3.

Any prime contractor, minority contractor or other company involved in city contracting that violates this chapter, avoids, or attempts to avoid the implementation of this chapter or any of its requirements, goals, principles or practices, including implementation plans that may be adopted, shall be subject to debarment under the provisions of Section 3.08.090 of this title. The administrator or his designee, including any city consultant engaged for such purpose, or the compliance committee, with the advice of the city attorney, may direct that payment to prime contractors or minority businesses involved in a city contract be withheld until any violation of this chapter has been corrected, or may deduct any monetary penalty from any monies that the city owes to such contractor, without the city incurring any additional cost, charge, interest or other fee from the company committing the violation. The city may also impose and collect liquidated damages in the amount of two hundred dollars (\$200.00)/day for each day that a violation has been committed and continues ("liquidated damages"), unless the company proves and the administrator finds that mitigating or extenuating circumstances to exist, in which case such liquidated damages may be reduced in the administrator's discretion. Such liquidated damages may be imposed because of the difficulty and expense of attempting to quantify the value and assess the damage done to the program adopted under this chapter, and all companies submitted bids or proposals for city contracts shall be deemed to understand and accept the imposition of liquidated damages for violations of this chapter. The administrator shall use liquidated damages that are collected to fund outreach and educational efforts under this chapter.

4.

Any city employee deemed by the administrator or his designee, including any city consultant engaged for such purpose, or the compliance committee, with the advice of the city attorney, to have violated this chapter in an intentional or grossly negligent manner or who has avoided or attempted to avoid, or to have assisted or encouraged a company to avoid or attempt to avoid, the implementation of this chapter or any of its requirements, goals, principles or practices, including implementation plans adopted, shall be recommended for progressive disciplinary action within such employee's department and if necessary with the involvement of the city department of labor relations, subject to the terms of any collective bargaining agreement that applies.

5.

Mandatory Good Faith Efforts—Waivers—Exceptions. A prime contractor has the burden to demonstrate at the time of receipt of a notice of intent to award a city contract, and before the

contract is awarded, that it is committed to and will be able to achieve the subcontracting goals and requirements of this chapter. If, however, the prime contractor believes that it cannot achieve the subcontracting goals and requirements of this chapter and has not established itself to be a Majority Self Performer by the Director of the Minority and Small Resource Center, it must demonstrate that it has (a) completed good faith effort No. 1 below and has met at least two of good faith efforts Nos. 2 through 7 identified below (collectively, "good faith efforts") to the reasonable satisfaction of the administrator or his designee, including any city consultant engaged for such purpose, or the Compliance committee in order to justify a waiver of the requirements of this chapter involved in the particular situation. Good faith efforts are:

No. 1—City Website and Newspaper Notice. Publish a notice seeking subcontractors on the city's purchasing website and an advertisement (one column inch minimum) in the Saturday edition of the Connecticut Post, in the public notices section, entitled "Bridgeport Minority Contracting Opportunity" in bold lettering describing the type or types of work, services, equipment, goods or supplies being sought, and the name, address and telephone number of the prime contractor's contact person having knowledge of the subcontracting work being sought within a reasonable time prior to the time of submission of each bid, quotation or proposal.

No. 2—Written Notices to Business Associations or Agencies. The prime contractor shall send written notices to at least two business associations or development agencies, profit or nonprofit, that represent or are associated with the interests of minority contractors and who disseminate bid opportunities and other information to minority contractors, so long as such notices are sent within a reasonable time prior to the deadline for the submission of each bid, quotation or proposal. Such notices shall describe the types of work, services, equipment, goods or supplies being sought, and the name, address and telephone number of the prime contractor's contact person having knowledge of the subcontracting work being sought. The prime contractor shall make every reasonable effort to respond to the inquiries and information requests of minority contractors within a reasonable time prior to the time of submission of each bid, quotation or proposal.

No. 3—Searching Available Databases and Lists of Minority Contractors. The prime contractor shall take steps to identify minority contractors in the contracting category doing the type of work sought in connection with the city contract from lists available from the purchasing department, on the city's purchasing website or other internet websites, or at other locations.

No. 4—Obtaining Quotes from Available Minority Contractors. The prime contractor shall obtain written quotes from minority contractors that we rejected

for good cause because of cost, quality, experience, availability, responsibility, resources, equipment, lack or inadequacy of bonding or insurance, and the like.

No. 5—Attempts to Enter Into Joint Ventures or Other Arrangements with Minority Contractors. The prime contractor shall demonstrate its attempts to enter into joint ventures or other business arrangements with minority contractors not in violation of this chapter to perform portions of the work, to supply materials, and the like, and shall document all actions taken in that regard, including, where appropriate, the reasons for the failure or rejection of such efforts.

No. 6—Placing Advertisements in Minority Business Media Outlets. The prime contractor shall advertise in media outlets associated with or likely to reach minority contractors at least two times within a reasonable time prior to the date for submission of the bid, quotation or proposal for the city contract involved that includes a reasonable time for minority contractors to provide quotes.

No. 7—Other Efforts Particular to the Bid. The administrator may approve other good faith efforts that can be made in connection with a particular bid.

6.

Exemptions—Waivers.

a.

The following procurements are exempt from the application of this chapter:

i.

Qualified purchases, emergency purchases, or purchases from federal, state, regional or other cooperative bidding arrangements.

ii.

Bids that are otherwise exempted from competitive bidding or procurement requirements under the city's purchasing ordinance or city charter, for example, the selection of bond underwriters for the sale of city general obligation bonds.

b.

Other work for which the administrator determines that there are no minority contractors registered, available or qualified to bid on such work.

c.

Any waiver request and all supporting documentation and must be submitted to and accepted by the administrator prior to the contract being awarded.

7.

Prohibition Against Double-Counting. Minority contractor participation in a city contract may not be double-counted in calculating whether the percentage goal has been met. If, for example, a minority contractor is also a minority female contractor, in calculating the prime contractor's compliance with the attainable goal, the minority contractor's portion of the contract may be calculated only in terms of the aggregate value of its portion of the contract work as a percentage of the total contract work.

Exhibit C

Local Hiring Ordinance

• **Chapter 3.29 - EMPLOYMENT OPPORTUNITIES WITH DEVELOPERS FOSTERING ECONOMIC DEVELOPMENT**

• **3.29.010. - [Definition.]**

For purposes of this Title 3, "Developers Fostering Economic Development" means those developers engaging in projects within the municipal boundaries of the city for which said developer has (1)(a) obtained any city incentive or inducement for said development under Chapters 3.20, 3.24, and/or 3.28 of this Code, and/or (1)(b) has or will acquire city owned real property as part of the project for less than fifty (50) percent of its fair market value as listed in the city's tax assessor's office at the time of acquisition, and (2) for which project developer has indicated that said project will result in an increase in jobs, either as to the developer's own work force, or those of the second tier on the project.

(Ord. dated 9-17-2018)

• **3.29.020 - Contract provisions.**

A.

All municipal contracting agencies shall include in every agreement hereafter entered into with a Developer Fostering Economic Development, except for those exempted in accordance with the provisions of Section 3.12.060, the following provisions:

"The developer agrees and warrants that during the development of this project pursuant to the terms of this agreement, that first consideration of any additional employment of tradesmen/tradeswomen and/or any apprentices to be working on this project will be given to qualified applicants who are residents of the city and/or who are ex-felons of any category to the maximum greatest extent that any increase in workforce or apprenticeships as a result of this project

meets the minimum requirements of twenty (20) percent local resident hires and five percent ex-felon hires. The hiring or apprenticeship of an individual who is both a local resident and an ex-felon shall only count as either of one such hire. The developer warrants and represents that it will not replace any of its current workforce as a result of this requirement."

B.

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

C.

The developer will provide the office of contract compliance established under Municipal Code Sec. 3.12.130 with such information requested by said office concerning the employment pattern, practices and procedures of the developer as relate to the provisions of subsections A and B of this section and any rules and regulations and/or orders issued pursuant thereto.

D.

Prior to seeking a building permit for the project, developer shall meet with the office of contract compliance with paperwork sufficient to establish developer's satisfaction of this requirement, or documentation sufficient to the office of contract compliance for said office to issue a waiver of this requirement for good cause shown.

Item# 59-19

Amendments to the Municipal Code of Ordinances, Title 2 - Administration and Personnel, amend to add NEW Chapter 2.125 - Trust Act Enforcement.



**Report
of
Committee
on
Ordinance**

City Council Meeting Date: April 6, 2020;

Tabled on: April 6, 2020;

Resubmitted on: April 20, 2020

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

(Report returned from Mayor not signed on May 6, 2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 59-19

WHEREAS, the Connecticut General Assembly passed and Governor Lamont signed amendments to the Connecticut Trust Act of 2013 in an effort to strike a an appropriate balance between assisting federal law enforcement agents when it serves the interests of public safety, and maintaining effective relationships between state and local law enforcement officials and those who live in the community; and,

WHEREAS, this legislation was amended in an effort to prevent state and local government law enforcement agents from having to use its scarce resources to carry out immigration enforcement within the purview of federal authorities; and,

WHEREAS, Make the Road CT has been dedicated to advocating for the immigrant communities in Bridgeport and beyond, and has been steadfast in its efforts to educate and inform government agencies and the public about the new provisions of the CT Trust Act; and,

WHEREAS, Bridgeport is a diverse city that welcomes all people and provides services equally without regard for one's national origin, immigration or citizenship status, race, ethnicity, language proficiency, religion, sexual orientation, gender identity, disability, housing status, or financial status; and,

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council, that a new section, Chapter 2.125 – Trust Act Enforcement included in Exhibit A attached hereto shall be included in the Bridgeport Municipal Code of Ordinances.

BE IT FURTHER ORDAINED that the following new language included in Exhibit A be made a part of the Municipal Code of Ordinances effective upon publication.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
Item No. 59-19

-2-

Exhibit A

(NEW CHAPTER)

Chapter 2.125 – Trust Act Enforcement

2.125.010 – CT Trust Act

A. The City of Bridgeport shall be in full compliance with the provisions of the CT Trust Act, as amended, and shall take all appropriate measures to conduct training within the Bridgeport Police Department with respect to the implementation and enforcement of the provisions of the CT Trust Act.

B. Consistent with the provisions of the CT Trust Act, as amended, the Bridgeport Police Department shall not hold anyone in its custody for longer than the criminal process otherwise requires and shall not honor any immigration detainer that is not accompanied by a judicial warrant or court order signed by a judge.

C. The Bridgeport Police Department shall make all reasonable efforts to assist victims of certain crimes, including domestic violence, sexual assault, trafficking of aliens, and other related crimes, who have suffered mental or physical abuse and are helpful to law enforcement or government officials in the investigation or prosecution of criminal activity with securing U-Visas in an effort to strengthen the law enforcement agencies and their ability to investigate and prosecute.

2.125.020 – Non-Discrimination and Inclusion in City Services

A. No employee, municipal agent or agency shall inquire about, request information about, or otherwise investigate the citizenship or immigration status of any person unless such inquiry or investigation is required by state or federal law, regulation, directive, or court order.

B. No employee, municipal agent or agency shall rely on national origin, immigration or citizenship status, race, ethnicity, language proficiency, religion, sexual orientation, gender identity, disability, housing status, financial status in deciding when to initiate a stop, or deciding when to question, search, arrest, detain, or take any other law enforcement action against an individual.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances

Item No. 59-19

-3-

C. The City of Bridgeport shall make all efforts reasonable and necessary to provide city services and documents in languages spoken by at least five (5) percent of the city's population, and to all limited English proficient individuals as appropriate and necessary. When a limited English proficient individual accesses city services, the city shall make all efforts reasonable and necessary to carry out interactions with such individuals in their native language and shall make every effort ensure that such individuals do not have to wait unreasonably longer to receive assistance than individuals who do not require language assistance services.

**RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ORDINANCES**

Eneida L. Martinez, **Co-Chair**

Marcus A. Brown, **Co-Chair**

Michelle A. Lyons

Ernest E. Newton, II

Rosalina Roman-Christy

Avelino D. Silva

Maria I. Valle

City Council Date: Tabled on April 6, 2020 & Resubmitted on April 20, 2020

**CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY
999 Broad Street
Bridgeport, CT 06604-4328**

**CITY ATTORNEY
R. Christopher Meyer**

**DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.**

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John R. Mitola
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Tyisha S. Toms
Lisa R. Trachtenburg**



**ASSISTANT CITY ATTORNEYS
Dina A. Scalò
Eroll V. Skyers**

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

April 20, 2020

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

**Re: No. 59-19 Resolution re: Proposed Amendment to the Municipal Code of Ordinances,
Title 2 – Administration and Personnel, amend to add New Chapter 2.125 – Trust Act
Enforcement**

Dear Honorable Council Members:

Pursuant to Bridgeport Charter, Chapter 5, Section 9 (c), the Office of the City Attorney has reviewed the above-referenced proposed ordinance for form and legality; and respectfully submits the below comments, recommendations, suggested edits and opinions.

Chapter 2.125.10 – CT Trust Act

- Prior to voting on this proposed legislation, the City Council should confer with Chief of Police Armando J. Perez and his staff concerning the relevant current practices and procedures in the Bridgeport Police Department; and the impact ordinance #59-19 would be anticipated to have on the department's operations and interaction with other law enforcement agencies.
- Prior to voting on this proposed legislation, it is recommended that the City Council confer with the City's Police Department and/or Office of Central Grants to determine the scope/amount of federal grant funding that will be placed "at risk" as a result of adoption of local legislation that may be deemed by the U.S. Department of Justice to be contrary to federal law, causing the City (and its Police Department) to be determined ineligible for Justice Department grant funding (i.e. JAG grants).

Via email this date, Central Grants Director Isolina DeJesus has provided the following preliminary input:

“The annual JAG allocation is approximately \$170K however, all Department of Justice Grants require certification of compliance with 8 U.S.C. This includes State of Connecticut grants issued to the city that are funded by the Department of Justice.

The city is currently receiving COPS Hiring funds which expire in August. In addition, we just executed a Gun Violence Prevention grant award with the State Office and Policy of Policy and Management which is funded by their JAG grant contract. The state has issued \$50,000 to the city to date for this initiative, which covers overtime for the gang task force to conduct increased patrol, investigation and surveillance in Trumbull Gardens, Greene Homes, PT and a 5-block area in the East End. I’m pretty certain that the \$497K in supplemental JAG funds issued for Coronavirus response will require 8 U.S.C. compliance certification.

Again, any pending or future applications to the Department of Justice may be “at risk” if deemed out of compliance with 8 U.S.C.”

- It is recommended that this item be TABLED until the current legal dispute between the U.S. Department of Justice (“Department”) and various States and local jurisdictions concerning the legality of the ongoing efforts of the Department to withhold federal grant funding from entities that fail to comply with federal law mandating information sharing and other cooperation with federal law enforcement agencies.

As you likely are aware, there are conflicting rulings in the various federal circuits regarding this issue. Most recently, the 2nd Circuit Court of Appeals (whose jurisdiction includes the State of Connecticut) ruled that the Justice Department was within its legal rights to withhold such funding from non-cooperating entities.

This legal issue will not be finally resolved until either the U.S. Supreme Court rules on the subject, or a new federal Administration comes to power and reverses the current policy and practice. Therefore, if this ordinance is adopted at this time without the amendments recommended herein, the City and Police Department (at a minimum for the near term) will be exposed to loss of JAG grant funding.

Until then, enactment of this proposed ordinance likely will materially increase the City’s exposure to being deemed ineligible for Justice Department federal funds either directly or distributed through the State of Connecticut.

- Section 2.125.010 A. - the following language should be added to the end of this section: “, provided to do so is in accordance with federal law or court order.”
- Section 2.125.010 B. – the following language should be added to the end of this section: “, provided doing so does not violate federal law.”

- Section 2.125.010 C. – this section should be deleted, as it is outside the scope of employment for the Bridgeport Police Department to assist individuals with respect to visa applications.

2.125.020 – Non-Discrimination and Inclusion in City Services

- Section 2.125.020 A. - appears to be legally proper and sufficient for adoption.
- Section 2.125.020 B. – it is recommended that the following language be added to the end of this section: “unless required by state or federal law, regulation, directive or court order.”
- Section 2.125.020 C. – it is recommended that the following language be added to the start of this section: “Subject to available funding”.

Very truly yours,

Mark T. Anastasi /s/

Mark T. Anastasi, Esq.

Cc: Mayor Joseph P. Ganim
Lydia Martinez, City Clerk
Frances Ortis, Asst. City Clerk
Armando J. Perez, Chief of Police
R. Christopher Meyer, City Attorney
John P. Bohannon, Jr., Deputy City Atty.
John R. Mitola, Assoc. City Atty.
Richard G. Kascak, Jr., Assoc. City Atty.
Isolina DeJesus, Dir. Central Grants
Janine Hawkins, CAO
Daniel Shamas, Chief of Staff
Thomas Gaudett, Mayor’s Office

Item #57-19

Five-Year Capital Plan for Fiscal Years 2021-2025.



**Report
of
Committee
on
Budget and Appropriations**

City Council Meeting Date: April 20, 2020
(Off the Floor)

Lydia N. Martinez

Attest:

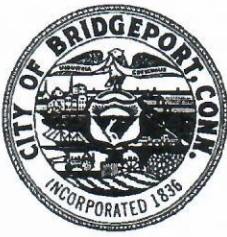
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

(Report returned from Mayor not signed on May 6,
2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. 57-19

APPROVAL OF THE 2021-2025 CAPITAL PLAN

RESOLVED, That the City's Capital Plan FY 2021-2025 as amended by the Budget and Appropriations Committee on (April 18, 2020) be, and the same hereby is, adopted in accordance with the **Exhibit** attached hereto.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

Scott Burns, Co-Chair

Michael A. DeFilippo, Co-Chair

Denese Taylor-Moye

Jeanette Herron

Matthew McCarthy

Jorge Cruz, Sr.

Ernest E. Newtown, II

City Council Date: April 20, 2020 (Off The Floor)

CITY OF BRIDGEPORT							
OFFICE OF POLICY AND MANAGEMENT							
FY2021-2025 FIVE YEARS CAPITAL PLAN AS AMENDED AND ADOPTED BY THE BUDGET & APPROPRIATIONS COMMITTEE ON APRIL 18, 2020							
PROJECT DESCRIPTIONS	FY2020 Council Adopted Capital Plan As Amended	FY2021 BAC Adopted Capital Plan	FY2022 BAC Adopted Capital Plan	FY2023 BAC Adopted Capital Plan	FY2024 BAC Adopted Capital Plan	FY2025 BAC Adopted Capital Plan	Total BAC Adopted Capital Plan FY2021- FY2025
BOARD OF EDUCATION:							
BOE - Maintenance Veh. Dump Truck/4 vans/2 pickup				105,000			105,000
Nutrition Center-Roof Replacement (21% City Share)		315,000					315,000
Black Rock - 4 Exterior Doors				150,000			150,000
Cesar Batallia - Replace Ice Storage Syst.w/Chiller	100,000	850,000					850,000
Jettie Tisdale -Replace Ice Storage Syst. w/Chiller		1,000,000					1,000,000
JFK Air Handling Admin- 2 Roof Tops Units	450,000						0
Madison - Roof Top Heating Units Replace 4 units	225,000						0
Bryant - Masonry and Parapet	160,000						0
Edison School - Boiler Replacement (2 units)	160,000						0
Park City Magnet - HVAC Equip-Replace 2 boilers	250,000						0
Blackham - Masonry-Outside Pool Wall/Heating Syst.		125,000					125,000
Marin - HVAC Equipment-Replace 3 A/C Units	300,000						0
TOTAL BOARD OF EDUCATION	1,645,000	2,290,000	0	255,000	0	0	2,545,000
ECONOMIC DEVELOPMENT:							
Land Management / Acquisition	1,000,000		1,000,000	1,000,000		1,000,000	3,000,000
Amphitheater Additional Funding		4,500,000					4,500,000
City Owned Properties-Development Ready Program	1,000,000						0
Lafayette Blvd/Fairfield Ave./Redesign-(10 %City Match)	400,000		1,040,000				1,040,000
Remington Arms Site Improvement(FY20 Amendment)*	5,000,000						0
Site Improvement/Public Housing	600,000						0
Gateway To South End/Citywide Strategic Acquisition	1,000,000		1,000,000	1,000,000	1,000,000	1,000,000	4,000,000
Crescent Crossing Phase 1B Development (balance)							0
Blight / Demolition / Clean Up/Property Management	3,000,000			1,000,000	2,000,000		3,000,000
Seaview Ave Corridor/Waterfront Proj(20% city match)(Amended)*	2,000,000	90,000					90,000
TOTAL ECONOMIC DEVELOPMENT	14,000,000	4,590,000	3,040,000	3,000,000	3,000,000	2,000,000	15,630,000

CITY OF BRIDGEPORT							
OFFICE OF POLICY AND MANAGEMENT							
FY2021-2025 FIVE YEARS CAPITAL PLAN AS AMENDED AND ADOPTED BY THE BUDGET & APPROPRIATIONS COMMITTEE ON APRIL 18, 2020							
PROJECT DESCRIPTIONS	FY2020 Council Adopted Capital Plan As Amended	FY2021 BAC Adopted Capital Plan	FY2022 BAC Adopted Capital Plan	FY2023 BAC Adopted Capital Plan	FY2024 BAC Adopted Capital Plan	FY2025 BAC Adopted Capital Plan	Total BAC Adopted Capital Plan FY2021-FY2025
PUBLIC FACILITIES:							
Roadway Paving, Culverts, Intersections(Amendment)*	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	15,000,000
City / Neighborhood Beautification			200,000		200,000		400,000
Public Facilities Equipment	1,000,000	2,099,000	3,000,000	2,192,000	2,679,000	3,316,000	13,286,000
Muni Bldg. HVAC / Heating / Elec./ Facilities	1,450,000	840,000	1,090,000	465,000	990,000	580,000	3,965,000
City Wide Building & Security Improvements	1,000,000	2,073,000	3,548,000	3,951,000	990,000	2,165,000	12,727,000
Public Facilities Buildings at 990 Housatonic Avenue	350,000		175,000	45,000	350,000	300,000	870,000
Facilities Assessments /Planning Studies			150,000		150,000		300,000
Energy Conservation /Conversion Program	250,000			250,000		250,000	500,000
Harbor Yard Ballpark Upgrades	150,000						0
Arena Rehabilitation (Amendment)*	5,000,000		0	0		0	0
Seaside Park Casino Bathhouse		800,000	4,000,000				4,800,000
752 East Main Street Demolition/ New Structure			500,000		500,000	250,000	1,250,000
Street Lights Wattage Upgrade	500,000						
Various Airport Improvements/Equipments Projects		125,000	150,000	80,000	150,000	130,000	635,000
Parks Maintenance Equip(Include Golf Course)	400,000	765,000	455,000	450,000	615,000	800,000	3,085,000
Various Parks Improvements - Citywide	200,000		75,000	150,000	75,000	150,000	450,000
Barnum Museum				1,000,000			1,000,000
Side Walks/Street scape Replacements						1,000,000	2,000,000
Citywide Signage	125,000		100,000			100,000	200,000
Citywide Deco Lights	500,000		500,000	500,000	500,000		1,500,000
Traffic Lights Upgrades	125,000		125,000		125,000		250,000
Perry Memorial Arch.				500,000	500,000		1,000,000
Veterans Memorial Park Improvements	100,000		100,000			100,000	200,000
Tennis Courts Improvement - Citywide	100,000		220,000	300,000	75,000	75,000	670,000
Kennedy Stadium	150,000	1,525,000		100,000			1,625,000
Knowlton Park	100,000		170,000		7,500	7,500	185,000
Park Restrooms - Citywide	120,000	125,000	100,000	75,000	100,000	75,000	475,000
Seaside Park Improvement			125,000	75,000	75,000	75,000	350,000
Manila Street Park Improvement			55,000				55,000
Went Field Park Improvement			150,000			30,000	180,000
Historic Preservation-Monument Structure at Seaside Park				75,000		75,000	150,000
Pleasure Beach Park	300,000		0	60,000		60,000	120,000
Golf Course Improvements	150,000		1,480,000	400,000	1,500,000	2,000,000	5,380,000
Golf Course Driving Range Expansion			150,000		1,500,000		1,650,000
Beardsley Park Improvements			100,000		75,000		175,000
Beardsley Zoo Improvements	640,000	2,675,000	590,000		3,000,000	400,000	6,665,000
Police Fit-Up of Facility			3,000,000				3,000,000
Chopsey Hill Road Bridge Design-City Match		250,000					250,000
Woodrow Avenue Bridge Design - City Match		200,000					200,000
Island Brook Ave/ Over Pequonock Design-City Match			250,000				250,000
Beardsley Park Entrance/Nob Ave. Roundabout Design-City Match		200,000					200,000
Old Town Road -Design Realignment/Reconfiguration			800,000				800,000
Citywide Bridges Engineering Assessment		250,000					250,000
TOTAL PUBLIC FACILITIES	15,935,000	14,927,000	24,358,000	14,668,000	17,156,500	14,938,500	86,048,000
OTHER DEPARTMENTS:							
Police Fleet Upgrade			255,000				255,000
Police Equipment / Technology/VHF Portable Radios			315,000				315,000
Fire Apparatus Replacement Program / Vehicles	705,000	725,000	2,696,000	722,500	765,000	290,000	5,198,500
WPCA Capital Improvements (Amended)*	1,140,000	1,295,000	1,190,000	1,690,000	925,000	1,320,000	6,420,000
Emergency Operations / Technology upgrade		125,000	75,000		490,000		690,000
IT Telephony & Computer Replacement Program	200,000						0
Bpt. Library Proj.-Computers, floor,furniture,electrical,windows		675,000					675,000
New North End/Reservoir Avenue Library				2,000,000			2,000,000
Citywide Departments -Fiber Optics Installation			3,500,000				3,500,000
TOTAL OTHER DEPARTMENTS	2,045,000	2,820,000	8,031,000	4,412,500	2,180,000	1,610,000	19,053,500
TOTAL ALL DEPARTMENTS	33,625,000	24,627,000	35,429,000	22,335,500	22,336,500	18,548,500	123,276,500
The FY2020 Capital plan includes the amendment that the City Council adopted on February 18, 2020.							
Notes:							

CITY OF BRIDGEPORT							
OFFICE OF POLICY AND MANAGEMENT							
FY2021-2025 FIVE YEARS CAPITAL PLAN AS AMENDED AND ADOPTED BY THE BUDGET & APPROPRIATIONS COMMITTEE ON APRIL 18, 2020							
PROJECT DESCRIPTIONS	FY2020 Council Adopted Capital Plan As Amended	FY2021 BAC Adopted Capital Plan	FY2022 BAC Adopted Capital Plan	FY2023 BAC Adopted Capital Plan	FY2024 BAC Adopted Capital Plan	FY2025 BAC Adopted Capital Plan	Total BAC Adopted Capital Plan FY2021- FY2025
The Budget and Appropriations Committee amended and adopted the FY21-25 Mayor's proposed capital budget on April 18, 2020 as listed below.							

Item #61-19

Approval of General Obligation Bonds – To Fund Certain
Capital Improvement Projects (Ref. #43-19).



**Report
of
Committee
on
Budget and Appropriations**

City Council Meeting Date: April 20, 2020
(Off The Floor)

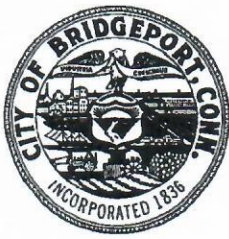
Lydia N. Martinez

Attest: _____
Lydia N. Martinez, City Clerk

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

(Report returned from Mayor not signed on May 6,
2020)



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 61-19 Consent Calendar

**APPROVAL OF GENERAL OBLIGATION BONDS –
To Fund Certain Capital Improvement Projects**

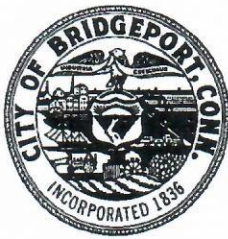
WHEREAS, the City Council has approved capital plan authorizations in the total amount of \$25,107,000 for various capital projects to the City's 2021-2025 Capital Plan (the "2021-2025 Capital Plan Projects"); and

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

WHEREAS, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the 2021-2025 Capital Plan in the amount of \$7,340,000 for the 2021-2025 Capital Plan Projects, all as more particularly listed on Exhibit A attached hereto (the "Projects"); and now therefore, be it

RESOLVED, that having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the appropriation of the amounts necessary to: (i) fund the Projects in an aggregate principal amount not to exceed \$7,340,000 and the issuance of general obligation bonds secured by the City's full faith and credit (the "Bonds"), in an aggregate principal amount not to exceed \$7,340,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Projects; and (ii) finance such additional costs and expenses, in an amount not to exceed three percent (3%) of such authorization, as the Mayor, the Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and be it further

RESOLVED, the Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes and to issue temporary notes of the City in anticipation of the receipt of proceeds from the sale of the Bonds to be issued pursuant to this resolution and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by statute; notes evidencing such borrowings shall be executed in the same manner as if they were bonds and the officials shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Connecticut General Statutes and shall have all powers and authority as in connection with the issuance of bonds; and be it further



City of Bridgeport, Connecticut

Office of the City Clerk

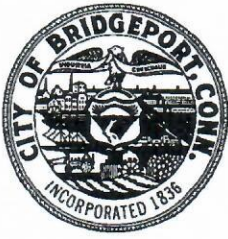
Report of Committee on Budget and Appropriations
Item No. 61-19

-2-

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

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

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations

Item No. 61-19

-3-

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

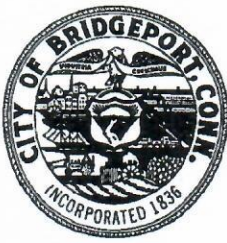
RESOLVED, that the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and other agreements for the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

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

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

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

RESOLVED, that the Resolution shall become effective upon passage.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. 61-19

-4-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

Scott Burns, Co-Chair

Michael A. DeFilippo, Co-Chair

Denese Taylor-Moye

Jeanette Herron

Matthew McCarthy

Jorge Cruz, Sr.

Ernest E. Newtown, II

City Council Date: April 20, 2020 (Off The Floor)

Exhibit A
Bonding Authorizations

<u>Project Descriptions</u>	<u>FY2021 Adopted Capital Plan Projects</u>
BOARD OF EDUCATION:	
Cesar Batalla School - Replace Ice Storage System with Chiller	\$ 850,000
Jettie Tisdale School - Replace Ice Storage System with Chiller	<u>1,000,000</u>
TOTAL BOARD OF EDUCATION:	\$1,850,000
scot	
ECONOMIC DEVELOPMENT:	
City Building Rehabilitation – Amphitheater Building	\$4,500,000
Seaview Ave. Corridor/Waterfront Projects (City Match)	<u>90,000</u>
TOTAL ECONOMIC DEVELOPMENT:	\$4,590,000
PUBLIC FACILITIES:	
Chopsey Hill Road Bridge Design (City Match)	\$250,000
Woodrow Avenue Bridge Design (City Match)	200,000
Beardsley Park Entrance/Noble Ave. Roundabout Design (City Match)	200,000
Citywide Bridges Engineering Assessment	<u>250,000</u>
TOTAL PUBLIC FACILITIES:	\$900,000
TOTAL ALL DEPARTMENTS:	\$7,340,000