

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, JUNE 1, 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

ADDED:

MATTERS TO BE ACTED UPON:

- 86-19** Contracts Committee Report re: Professional Services Agreement with Blum Shapiro & Company for Fiscal Years 2020-2022 re: Auditing Services and Financial Statement Preparation.

AGENDA

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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 June 1ST

Prayer

Pledge of Allegiance

Roll Call

92-19 Public Hearing re: Resolution Approving Programs for Connecticut Neighborhood Assistance Act Tax Credit Program Applications.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: May 4, 2020

PUBLIC HEARING(S) TO BE ORDERED BY THE FULL COUNCIL:

109-19 Request from OPED to Order a Public Hearing for June 15, 2020 at 7:00 p.m. re: Proposed Resolution Making Certain Findings required by the City and Town Development Act (As Precursor to Consideration of a Tax Incentive Development Agreement for Windward Commons located at 20 Johnson Street).

110-19 Request from OPED to Order a Public Hearing for June 15, 2020 at 7:00 p.m. re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for Windward Commons located at 20 Johnson Street.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

109-19 Communication from OPED re: Proposed Resolution Making Certain Findings required by the City and Town Development Act (As Precursor to Consideration of a Tax Incentive Development Agreement for Windward Commons located at 20 Johnson Street), referred to Joint Committee on Economic and Community Development and Environment and Contracts.

110-19 Communication from OPED re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for Windward Commons located at 20 Johnson Street, referred to Joint Committee on Economic and Community Development and Environment and Contracts.

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

- 107-19** Resolution presented by Council Member(s) Valle & Co-Sponsor Nieves re: Proposed resolution requesting that the Intersection of Putnam Street and Park Street be designated as an “All-Way” stop intersection with appropriate signage and street markings, referred to Board of Police Commissioners.
- 108-19** Resolution presented by Council Member(s) Martinez & Co-Sponsor Newton re: Proposed resolution requesting the City Attorney to draft amendments to the Municipal Code of Ordinances to Reduce Auto Theft and Break-Ins, referred to Ordinance Committee.
- 111-19** Resolution presented by Council Member(s) Brown & Co-Sponsor(s) Burns and McCarthy re: Proposed resolution regarding Support for a DEEP Bond Offering for Brownfield Cleanup of the West End to Prepare for the Next Phases of the Cherry Street Developments, referred to Economic and Community Development and Environment Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *89-19** Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Justice Office of Community Oriented Policing Services 2020 COPS Hiring Program (#21200).
- *92-19** Economic and Community Development and Environment Committee Report re: Resolution Approving Programs for Connecticut Neighborhood Assistance Act Tax Credit Program Applications.
- *97-19** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with William McMahan.
- *102-19** Miscellaneous Matters Committee Report re: Workers’ Compensation Stipulation with Jose Negrón.
- *103-19** Miscellaneous Matters Committee Report re: Workers’ Compensation Stipulation with John M. Evans.
- *52-19** Education and Social Services Committee Report re: Resolution creating an Informational Session for the City Council to be briefed on current Youth Development Programming and Practices funded by the City.

(Special Note: 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; 2020-06-01.pdf)

**CITY OF BRIDGEPORT
CITY COUNCIL
REGULAR MEETING
PUBLIC TESTIMONY
JUNE 1, 2020**

BRIDGEPORT
CITY CLERK'S OFFICE
20 JUN 15 PM 2:36

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, June 1st

PUBLIC COMMENT

The following statement was received by the City Clerk from Mr. John Marshall Lee for inclusion in the minutes:

OPEN ADDRESS TO City Leadership.....regarding Plan 1

Just heard from my friend Clyde Nicholson, who often addresses the City Council in public sessions. He feels locked out from hearing and being heard, participating in governance. Clyde has sketched the City Hall Council Chamber to indicate that it is large enough to open for the public soon, safely, and regularly to Council sessions. When will we begin to gather again in our spacious City Council chamber? When will the public speaking list be posted? Governor Lamont is taking a step at opening democratic 'polite society' effective May 20, 2020, with Phase 1. I am curious whether a gathering such as a City Council session is contemplated anytime soon by the Council?

There are usually about 25 individuals present in the Council Chamber well area. Planning to clean such area and have it measured for 6-foot social distancing should work within that space. (Retreating to a caucus room for executive session may be more limited, but how often is that breakout necessary when Open, Accountable, Transparent and Honest governance is the objective and the practice?)

As for an audience attending such meetings, once again there should be no problem. Aside from CC meetings discussing the education budget six-foot social distancing is easily practiced. The audience can be limited by Fire officials in any case. City Council meetings are better attended when the City is using the prelude to a meeting to honor or celebrate a group, an act of heroism, or showcase City talent, musical, athletic, or community service, for instance. Perhaps these photo ops might be suspended until social distancing is no longer necessary. The more basic reason for witnessing the actual process of a Council meeting can be on display and that is the point, isn't it?

Is it understood that Council and Committee meetings where the subject matter is heard, seen, and pondered by interested taxpaying citizens is a part of democratic governance? Is it likely for the public or a slice of it to have such expectations and count them reasonable? What has been discussed by the Council in this regard? Time will tell.

John Marshall Lee and Clyde Nicholson

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, JUNE 1, 2020

7:00 P.M.

This meeting was conducted by Zoom/Teleconference.
The public was able to listen to this meeting by calling a conference line.

CALL TO ORDER

Mayor Ganim called the meeting to order at 7:08 p.m.

PRAYER

Mayor Ganim led those present in prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim asked City Clerk Martinez to lead those present in reciting the Pledge.

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: Ernest Newton

92-19 Public Hearing re: Resolution Approving Programs for Connecticut Neighborhood Assistance Act Tax Credit Program Applications.

Mayor Ganim opened the public hearing on the Resolution Approving Programs for Connecticut Neighborhood Assistance Act Tax Credit Program Applications at 7:14 p.m. He added that if anyone had comments, they could submit them to the City Clerk in writing.

Mayor Ganim asked if there was anyone present who wished to be heard in favor of the measure. There was no response.

Mayor Ganim asked if there was anyone present who wished to be heard in opposition to the measure. Hearing none, Mayor Ganim closed the public hearing on Agenda Item 92-19 Public Hearing re: Resolution Approving Programs for Connecticut Neighborhood Assistance Act Tax Credit Program Applications at 7:15 p.m.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: May 4, 2020

The following edits were submitted by Council Member Pereira.

Page 2 – Second Paragraph - should state “Council Member Pereira said she had **emailed a number of changes to every City Council member and the City Clerk which also included incorrect votes cast by both Scott Burns and Eneida Martinez.**

Page 8 – Third Paragraph – Second Sentence should state “The resolution specifically states that they wanted to reverse all the ordinances related to the **Tax Incentive Development Program. The OPED Department simply lined out entire paragraphs in the existing ordinance regardless of whether existing language remained, and then drafted entirely new paragraphs with much of the existing language from the existing ordinance remaining. This is a flagrant violation of the City Charter.**”

Fifth Paragraph – “More importantly, **the proposed ordinance amendments does the complete opposite of what the January 9, 2018 Resolution submitted by Newton & Martinez requested.** It actually gives OPED & Mayor Ganim significantly more power to **approve tax incentive development agreements without City Council approval.** This in no way complies with the **2018 Resolution submitted by Newton & Martinez. In fact, it does the complete opposite.**”

Sixth Paragraph – sixth sentence - “... The current ordinance has two paragraphs that specifically **state** the public would have a 30 day period before any changes were made to any proposed policies or procedures related to adopting the tax incentive **development program regulations/criteria and a number of required documents had to be submitted to qualify for the program.** All of these **requirements have been removed in the amended ordinance...**”

Page 9 – Third Paragraph – “Council Member Pereira **stated** that she was trying to understand **why resolutions submitted** in January of 2018 would be voted on the City Council now. **She stated we have not voted on any other resolutions referring an ordinance to the Ordinance Committee.** It should simply be the **actual ordinance amendments adopted by the Ordinance Committee being reported and voted on, not the resolutions from 2018.**”

Page 12 – First Paragraph – “Council Member Pereira **stated that the 4 Bunnell**

Street Lots being sold to Nano Solutions, LLC for \$120,000 were assessed at \$209,110 on Vision Appraisal/Tax Appraiser and the sales price is just 57% of the appraised value. The two Bunnell Street Lots being sold to WC McBride Electrical Contractors, LLC were being sold for \$20,300 while Vision/Bridgeport Tax Appraiser appraised them for \$52,390. The sales price is just 39% of the appraised value. In total, all six lots were being sold for just 46% of their appraised value which is a disservice to taxpayers. Max Perez said they were selling the lots based on an appraisal completed in December. Council Member Pereira stated those independent appraisals were not provided to the City Council.”

Page 12 – Final Paragraph – “Council Member Pereira stated these repeated settlements funded by taxpayers are a reflection on the administration. It is critical that when employees are being discharged, suspended or disciplined that all labor statutes, civil service requirements and labor agreements be adhered to with every “T” crossed and every “I” dotted.”

Page 13 – Fourth Paragraph- Please add a second sentence. “ She further stated that if these huge settlements continue due to police brutality, violating people’s civil rights, and violations of the law; they should be paid out of the exorbitant \$102,000,000 BPD Budget.”

Page 13 – Eighth Paragraph – Second Sentence – “In 2018, they received a tax credit of \$3,860,930 and only paid \$17,748 of their full tax bill of \$227,792 which equates to only 8.5% of their tax bill. At the current rate in ten, fifteen or twenty year tax abatement; we would lose \$1,907,030, \$2,860,545, and \$3,814,050 in taxes respectively. For this organization to save millions and only pay 8% of their taxes while home owners struggling to keep their homes pay 100% of their taxes is insulting, therefore I will be voting against this.”

Page 14 – Paragraph Two- “Council Member Pereira stated that the representative from the organization testified that every tenant earns less than \$20,000 annually and admitted they receive Section 8, which pays 100% of the market value for rent, yet they want to pay only 8.5% of their tax bill while collecting market rate rent on 42 apartment units which is unacceptable, and that she cannot justify that to her constituents who must pay 100% of their taxes.”

Page 14 – Paragraph Nine- “Council Member Pereira stated she had asked Mr. Nastu about his qualifications and based on his lack of qualifications would be voting no on his appointment.”

Page 16 – First Paragraph – “Mr. Know said that it was on the last page as noted.” “Council Member Pereira asked what was the purpose of transferring these two departments under the Department of Health as neither had anything to do with

public health. The Department of Aging simply planned activities for seniors and did not address health screenings or medical advice, and Weights & Measures was responsible for weights & measurement of items such as gas pumps and scales.”

Page 20- Fourth Paragraph – Second Sentence- She stated that she will be offering an amendment on the budget and requested a roll call vote on both the amendment and the main motion.

Page 22- Insert 7th Paragraph – “City Council Member Pereira reiterated that she had requested a roll call vote on the main motion as required in the City Charter and Mayor Ganim refused to order a roll call vote. The Mayor only allowed those opposed to state so on the record.”

Page 23 – First Paragraph- Martinez is listed as voting in favor of the 2021 Budget, however she departed the teleconference at 9:03 p.m., therefore she was not present when the vote was taken. She should not be listed as a voting member at all.

Page 23- Second Paragraph- “Council Member Pereira left the ZOOM teleconference immediately after the 2021 Budget was voted on as no other items were listed on the agenda, and although City Council Member Matt McCarthy made it clear Council Member Pereira was no longer on the call; Mayor Ganim allowed Council Members Denise-Taylor Moye and Jorge Cruz to make a number of disparaging remarks about Council Member Pereira in violation of Robert’s Rules of Order and City Council Rule and City Council Rule XXVI Conduct in the City Council which states “In speaking, City Council members shall refrain from mentioning any other member by name, shall confine themselves to the question, shall be courteous and not use unbecoming, abusive, or unparliamentarily language and shall avoid personalities.”

Council Member Herron asked for clarification on whether the minutes were to be a summary of Council Members’ comments or a verbatim transcript.

Council Member Lyons stated that she had voted against the increases in the budget and the vote was incorrectly listed.

Council Member Burns said that he had concerns about Council Member Pereira’s final proposed amendment to page 23 of the minutes which read as follows:

“Council Member Pereira left the ZOOM teleconference immediately after the 2021 Budget was voted on as no other items were listed on the agenda, and although City Council Member Matt McCarthy made it clear Council Member Pereira was no longer on the call; Mayor Ganim allowed Council Members Denise-Taylor Moye and Jorge Cruz to make a number of disparaging remarks about Council Member Pereira in violation of Robert’s Rules of Order and City Council Rule and City Council Rule XXVI Conduct in the City Council which states “In speaking, City Council members shall refrain from mentioning any other member by name, shall confine themselves to the question, shall be

courteous and not use unbecoming, abusive, or unparliamentarily language and shall avoid personalities.”

since most of it had occurred subsequent to the meeting. He stated that the original text contained in the minutes was correct.

- ** COUNCIL MEMBER NEWTON MOVED TO TABLE THE MAY 4, 2020 MINUTES.**
- ** COUNCIL MEMBER BRANTLEY SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

PUBLIC HEARING(S) TO BE ORDERED BY THE FULL COUNCIL:

109-19 Request from OPED to Order a Public Hearing for June 15, 2020 at 7:00 p.m. re: Proposed Resolution Making Certain Findings required by the City and Town Development Act (As Precursor to Consideration of a Tax Incentive Development Agreement for Windward Commons located at 20 Johnson Street).

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**** COUNCIL MEMBER BRANTLEY MOVED TO ORDER THE FOLLOWING ITEMS FOR PUBLIC HEARING:**

109-19 REQUEST FROM OPED TO ORDER A PUBLIC HEARING FOR JUNE 15, 2020 AT 7:00 P.M. RE: PROPOSED RESOLUTION MAKING CERTAIN FINDINGS REQUIRED BY THE CITY AND TOWN DEVELOPMENT ACT (AS PRECURSOR TO CONSIDERATION OF A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR WINDWARD COMMONS LOCATED AT 20 JOHNSON STREET).

110-19 REQUEST FROM OPED TO ORDER A PUBLIC HEARING FOR JUNE 15, 2020 AT 7:00 P.M. RE: PROPOSED RESOLUTION AUTHORIZING A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR WINDWARD COMMONS LOCATED AT 20 JOHNSON STREET.

- ** THERE WAS A SECOND.**
- ** THE MOTION PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

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

107-19 Resolution presented by Council Member(s) Valle & Co-Sponsor Nieves re: Proposed resolution requesting that the Intersection of Putnam Street and Park Street be designated as an "All-Way" stop intersection with appropriate signage and street markings, referred to Board of Police Commissioners.

108-19 Resolution presented by Council Member(s) Martinez & Co-Sponsor Newton re: Proposed resolution requesting the City Attorney to draft amendments to the Municipal Code of Ordinances to Reduce Auto Theft and Break-Ins, referred to Ordinance Committee.

111-19 Resolution presented by Council Member(s) Brown & Co-Sponsor(s) Burns and McCarthy re: Proposed resolution regarding Support for a DEEP Bond Offering for Brownfield Cleanup of the West End to Prepare for the Next Phases of the Cherry Street Developments, referred to Economic and Community Development and Environment Committee.

**** COUNCIL MEMBER NEWTON MOVED TO COMBINE AND REFER THE FOLLOWING ITEMS:**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

109-19 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION MAKING CERTAIN FINDINGS REQUIRED BY THE CITY AND TOWN DEVELOPMENT ACT (AS PRECURSOR TO CONSIDERATION OF A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR WINDWARD COMMONS LOCATED AT 20 JOHNSON STREET), REFERRED TO JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS.

110-19 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR WINDWARD COMMONS LOCATED AT 20 JOHNSON STREET, REFERRED TO JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS.

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

107-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) VALLE & CO-SPONSOR NIEVES RE: PROPOSED RESOLUTION REQUESTING THAT

THE INTERSECTION OF PUTNAM STREET AND PARK STREET BE DESIGNATED AS AN "ALL-WAY" STOP INTERSECTION WITH APPROPRIATE SIGNAGE AND STREET MARKINGS, REFERRED TO BOARD OF POLICE COMMISSIONERS.

108-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) MARTINEZ & CO-SPONSOR NEWTON RE: PROPOSED RESOLUTION REQUESTING THE CITY ATTORNEY TO DRAFT AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES TO REDUCE AUTO THEFT AND BREAK-INS, REFERRED TO ORDINANCE COMMITTEE.

111-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) BROWN & CO-SPONSOR(S) BURNS AND MCCARTHY RE: PROPOSED RESOLUTION REGARDING SUPPORT FOR A DEEP BOND OFFERING FOR BROWNFIELD CLEANUP OF THE WEST END TO PREPARE FOR THE NEXT PHASES OF THE CHERRY STREET DEVELOPMENTS, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

**** COUNCIL MEMBER BRANTLEY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***89-19 Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Justice Office of Community Oriented Policing Services 2020 COPS Hiring Program (#21200).**

***92-19 Economic and Community Development and Environment Committee Report re: Resolution Approving Programs for Connecticut Neighborhood Assistance Act Tax Credit Program Applications.**

***97-19 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with William McMahan.**

***102-19 Miscellaneous Matters Committee Report re: Workers' Compensation Stipulation with Jose Negron.**

***103-19 Miscellaneous Matters Committee Report re: Workers' Compensation Stipulation with John M. Evans.**

***52-19 Education and Social Services Committee Report re: Resolution creating an Informational Session for the City Council to be briefed on current Youth Development Programming and Practices funded by the City.**

Mayor Ganim asked if there was any Council Member who would like to remove an item from the Consent Calendar.

Council Member Pereira requested Agenda Item 52-19 be removed from the Consent Calendar.

Council Member Burns requested Agenda Item 102-19 be removed from the Consent Calendar.

Council Member McCarthy requested Agenda Item 89-19 be removed from the Consent Calendar.

City Clerk Martinez read the remaining items into the record.

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

***92-19 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION APPROVING PROGRAMS FOR CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT TAX CREDIT PROGRAM APPLICATIONS.**

***97-19 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH WILLIAM MCMAHON.**

***103-19 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: WORKERS' COMPENSATION STIPULATION WITH JOHN M. EVANS.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

89-19 Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Justice Office of Community Oriented Policing Services 2020 COPS Hiring Program (#21200).

**** COUNCIL MEMBER NEWTON MOVED THE ITEM.**

**** COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member McCarthy had several questions about the funding for the police officers. Mr. Flatto provided the details of the grant to the Council.

**** THE MOTION PASSED UNANIMOUSLY.**

102-19 Miscellaneous Matters Committee Report re: Workers' Compensation Stipulation with Jose Negron.

**** COUNCIL MEMBER BURNS MOVED THE ITEM.**

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

Council Member Burns said that they had spoken with Atty. Yeomans handling the matter during the Executive Session and wished to know if Atty. Yeomans had a status report. Atty. Yeoman said that the client was willing to accept three separate payments over a period of time.

Council Member Lyons asked if the item had gone before the Police Commission. She was told that it had not because it did not involve the Police Department.

**** THE MOTION PASSED UNANIMOUSLY.**

52-19 Education and Social Services Committee Report re: Resolution creating an Informational Session for the City Council to be briefed on current Youth Development Programming and Practices funded by the City.

**** COUNCIL MEMBER CRUZ MOVED THE ITEM.**

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Pereira said that they had discussed having bi-annual meetings and there was a revised item in the packet. She asked for clarification. Council President Nieves said that they would discuss the item in August. Discussion followed.

Council President McBride-Lee asked about the Youth Program and what items it included. Council Member Cruz gave her the details. Discussion followed.

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON:

86-19 Contracts Committee Report re: Professional Services Agreement with Blum Shapiro & Company for Fiscal Years 2020-2022 re: Auditing Services and Financial Statement Preparation.

**** COUNCIL MEMBER NEWTON MOVED THE ITEM.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** COUNCIL MEMBER NEWTON MOVED TO AMEND THE FOLLOWING ITEMS IN THE CONTRACT:**

UMBRELLA LIABILITY INSURANCE INSURING AGAINST CLAIMS OR SUITS BROUGHT FOR ANY PURPOSE BROAD ENOUGH TO INCLUDE PREMISES AND OPERATIONS, ERRORS AND OMISSIONS, GENERAL AND CONTINGENT LIABILITY, CONTRACTUAL LIABILITY, COMPLETED OPERATIONS, BROAD FORM PROPERTY DAMAGE, CARE, CUSTODY AND CONTROL SHALL BE NOT LESS THAN A MINIMUM OF \$1,000,000.

TO: UMBRELLA LIABILITY INSURANCE INSURING AGAINST CLAIMS OR SUITS BROUGHT FOR ANY PURPOSE BROAD ENOUGH TO INCLUDE PREMISES AND OPERATIONS, ERRORS AND OMISSIONS, GENERAL AND CONTINGENT LIABILITY, CONTRACTUAL LIABILITY, COMPLETED OPERATIONS, BROAD FORM PROPERTY DAMAGE, CARE, CUSTODY AND CONTROL SHALL BE NOT LESS THAN A MINIMUM OF \$5,000,000.

AND TO CHANGE THE EXHIBIT B FIXED COST SCHEDULE, REVISED FOR 3 YEARS MAX TIME LENGTH AS SHOWN IN THE FOLLOWING CHART:

FIXED FEES

	Proposed # of Hours	Initial Term		
		Year 1	Year 2	Year 3
Audit and report on City's entire general purpose financials (I) (II)	920	\$ 160,000	\$ 160,000	\$ 162,750
ED001 (including special Education grants)	150	\$ 30,000	\$ 30,000	\$ 30,750
Federal & State Single Audit Act statements and reports	320	\$ 60,000	\$ 60,000	\$ 61,500
Total all	1390	\$270,000	\$270,000	\$276,000

- (I) Audit and report includes the Board of Education financials, Nutrition Fund and School Activity funds. The WPCA requires a separate audit 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. Respondents may view the City 2019 CAFR on the City's website.

Audit Water Pollution Control Authority (Note 1)	60	\$ 15,000	\$ 15,000	\$ 15,300
Bridgeport Port Authority (Bid optional.)		\$	\$	\$

Note 1: WPCA fees are included in Total All, above

- ** COUNCIL MEMBER HERRON SECONDED.**
- ** THE MOTION TO AMEND PASSED UNANIMOUSLY.**

Council Member Pereira said that she had asked for the cost factor grid to be corrected. Council Member Newton said that the update had been sent out. Council Member Pereira said that she did not receive it. She was told that Mr. Flatto sent the document to the Committee and the Chairs. The email to the City Clerk was accidentally omitted. Discussion followed.

- ** COUNCIL MEMBER NEWTON MOVED TO APPROVE AGENDA ITEM 86-19 CONTRACTS COMMITTEE REPORT RE: PROFESSIONAL SERVICES AGREEMENT WITH BLUM SHAPIRO & COMPANY FOR FISCAL YEARS 2020-2022 RE: AUDITING SERVICES AND FINANCIAL STATEMENT PREPARATION AS AMENDED.**
- ** COUNCIL MEMBER HERRON SECONDED.**
- ** THE MOTION TO APPROVE AS AMENDED PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER BROWN MOVED TO SUSPEND THE RULES TO ADD AN ITEM TO THE AGENDA FOR SCHEDULING A PUBLIC HEARING FOR THE PROPOSED ORDINANCE RESOLUTION 96-19.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER BROWN MOVED TO SCHEDULING A PUBLIC HEARING FOR THE PROPOSED ORDINANCE RESOLUTION 96-19 – PROPOSED AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 10.16 – PARKING, AMEND SECTION 10.16.040 – DESIGNATION OF PARKING DIVISION ON JUNE 15, 2020 AT 6:30 P.M.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira asked whether the item would have to go before Budget & Appropriations if the item was approved. Discussion followed.

**** THE MOTION TO MOVE TO SCHEDULING A PUBLIC HEARING FOR THE PROPOSED ORDINANCE RESOLUTION 96-19 – PROPOSED AMENDMENT TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 10.16 – PARKING, AMEND SECTION 10.16.040 – DESIGNATION OF PARKING DIVISION ON JUNE 15, 2020 AT 6:30 P.M. PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, LYONS, VIZZO-PANICCA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, SULIMAN, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

Council Member Lyons said that she was putting in a request through the Public Safety Committee for a status report on the Chief Ramsey report.

Council Member Cruz spoke about how proud he was of the Bridgeport Police Officers and the way they recently held their ground in the face of an unruly crowd. The officers were able to maintain their restraint in the face of the protestors' anger. He asked that everyone keep the family of George Floyd in their thoughts.

Council Member Brantley said that she agreed and saw the negative behaviors that were displayed. The officers maintained their composure in the situation. She said that they should commend Chief Perez and the officers. She said she would like to have a discussion with the Chief about determining the point where the officers stop using restraining measures on suspects.

Council Member Lyons said that she wanted clarification on a vote about the amendment to the parking.

Council Member Newton said with all due respect, he had attended the march at McLevy Hall but was not at the Police Station. He did go up the highway and spoke to the young people on the highway. There needs to be a dialog between the youth and the police officers.

ADJOURNMENT

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

The meeting adjourned at 7:58 p.m.

Respectfully submitted,

Telesco Secretarial Services

**CITY OF BRIDGEPORT
CITY COUNCIL
NOTICE OF PUBLIC HEARING**

A Public Hearing will be held before the City Council of Bridgeport at a regular meeting to be held on **Monday evening, June 1, 2020** beginning at **7:00 p.m.**, relative to the following item listed below. The Public Hearing 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**

Proposed Resolution Approving Programs for Connecticut Neighborhood Assistance Act Tax Credit Program Applications. [92-19]

Attest:

Lydia N. Martinez
City Clerk

AD ENDS ABOVE LINE

Requires Certification

1 Edition, Connecticut Post:

PLEASE PUBLISH ON (Sunday, May 10, 2020)

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Dated: May 5, 2020

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Ec: City Council Members
Mayor Joseph P. Ganim
J. Hawkins, CAO
J. Gomes, Assistant CAO
D. Shamas, Chief of Staff

**Comm.# 109-19 Referred to Joint Committee on ECD & Environment and Contracts
Committee on June 1, 2020.**

**City of Bridgeport
Office of Planning and Economic Development
999 Broad Street, Bridgeport, CT 06605**

May 26, 2020

City Clerk
45 Lyon Terrace
Bridgeport CT 06604

**Re: Resolution Making Findings Per *Connecticut City and Town Development Act*
Precursor to Consideration of Tax Incentive Development Agreement
Windward Commons, 20 Johnson Street**

Request for a Public Hearing Before the Full Council on June 15, 2020

Referral to the Joint ECDE & Contracts Committee

Request for Committee Meeting Prior to June 15, 2020

Dear City Clerk and Honorable Members of the City Council:

For your consideration, the attached resolution would declare that the City Council has made certain findings required as precursor to the Council's consideration of a proposed Tax Incentive Development Agreement (submitted via separate resolution) for the Windward Commons Development Project at 20 Johnson Street.

This item will require a public hearing, which we request be ordered for the full City Council meeting of Monday, June 15, 2020.

This item is for referral to the Joint ECDE and Contracts Committee, which we request be convened prior to the full Council meeting of June 15th.

Truly yours,

Bill Coleman

Bill Coleman
Deputy Director

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

**RESOLUTION MAKING CERTAIN FINDINGS REQUIRED BY THE
CITY AND TOWN DEVELOPMENT ACT
As Precursor to Consideration of a Tax Incentive Development Agreement
for Windward Commons at 20 Johnson Street**

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 the Windward Commons Development Project at 20 Johnson Street (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;

(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.

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 Chapters)

(Return to
List of Titles)

Ortiz, Frances

From: Coleman, William
Sent: Wednesday, May 27, 2020 2:31 PM
To: Ortiz, Frances
Cc: Pettway, Lonnette; Williams, Althea; Pacacha, Ronald; Gill, Thomas; Gaudett, Thomas; Anastasi, Mark T
Subject: Resolution Making Findings Per City Town Dev. Act Re Windward Commons; Resolution Authorizing Tax Incentive Development Agreement-Windward Commons
Attachments: Resolution Making Findings Per City Town Development Act re Windward Commons at 20 Johnson Street_5-26-2020.docx; OPED_Submittal_Cover_Resolution_Attachment_A_Windward_Commons_Tax_Incentive_Development_Agreement_5.27.20.doc; Attachment B_OPED-Development_Incentive_Analysis_Windward_Commons_5.10.20.pdf

Hi Frances:

These 2 resolutions are for referral to Joint ECDE/Contracts. These 2 items require a public hearing before the full Council on 6-15.

- 1)Resolution Making Findings Per City Town Development Act re Windward Commons Tax Incentive Development Agreement
 - 2)Resolution Authorizing Tax Incentive Development Agreement for Windward Commons
- Note: Attachment B goes with this second resolution. From my computer, I couldn't merge the PDF into the WORD doc.*

Thank you.

Bill Coleman

Deputy Director
Office of Planning & Economic Development
City of Bridgeport
William.coleman@bridgeportct.gov
Cell: (203)-275-6416
<https://www.planbridgeport.com/>
<https://zonebridgeport.com/>
<https://www.bridgeportct.gov/oped>

Office of Planning and Economic Development
999 Broad Street
Bridgeport CT 06604

May 26, 2020
Honorable City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

**Re: Resolution Authorizing Tax Incentive Development Agreement – Windward Commons
Request for Public Hearing Order For Council Meeting of June 15th
Referral to Joint ECDEE/Contracts Committee convened to allow final June 15th Council vote**

Dear City Clerk and Honorable Members of the City Council:

For your consideration, the attached resolution would authorize a Tax Incentive Development Agreement for the Windward Commons development at the corner of Park Avenue and Railroad Avenue, at 20 Johnson Street, in the South End. Additionally, this letter serves as OPED's request that the Council order a public hearing on this item for its meeting of June 15th.

This item is for referral to the Joint ECDE and Contracts Committee, which we would respectfully request be convened by a date that would allow for a final vote at the full Council meeting of June 15th.

Truly yours,

Bill Coleman

Bill Coleman
Deputy Director

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

**A Resolution Authorizing
a
Tax Incentive Development Agreement
for
Windward Commons
at
20 Johnson Street**

WHEREAS the JHM Group, acting through its affiliate entity, “Windward Development Associates LLC,” (the “**Developer**”), pursuant to its agreements with the Housing Authority of the City of Bridgeport, doing business as “Park City Communities,” is to become the long-term lessee and Developer of the real property known as 20 Johnson Street (the “**Property**”);

WHEREAS the Developer intends to invest approximately \$27 MM (twenty seven million dollars) (the “**Project Investment**”) in newly constructed improvements on the Property to consist of approximately fifty-four (54) units of mixed-income housing, as well as an approximately 7,000 square-foot ground floor facility for the Southwest Community Health Center, as well as necessary and related ancillary facilities including lobby space, outdoor space, and off-street parking, all designed to support on-site resident needs as well as to provide broader community amenities, (the “**Project**”);

WHEREAS the Project has been approved by the Planning and Zoning Commission 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, and a fifteen (15) year operating period as more particularly described in the “OPED Development Incentive Analysis Windward Commons, dated 5/10/2020” attached hereto as **Attachment B**;

WHEREAS the Property has been owned for decades by the Housing Authority of the City of Bridgeport and has not produced real estate tax revenue for the City for many years;

WHEREAS pursuant to the Agreement, the Project would produce an average of approximately \$111,000 per year in tax revenue for the City during the fifteen-year operating period;

WHEREAS over the course of the Agreement, the Project would produce, in fees and taxes, over \$2.1MM in revenue for the City, including an estimated \$449,000 in building permit fee revenue 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 will be administered by the City’s Office of Contract Compliance, and 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; Office of Contract Compliance;

WHEREAS the Agreement requires that the Developer also comply with the *City's Minority Business Enterprise Program Ordinance, Chapter 3.12.130 of the Code of Ordinances*, which will be administered by the City's Office of Small and Minority Business Enterprise, and which establishes a thirty (30) % attainable goal for Minority Business Enterprises, which includes a requirement that six percent (6.0%) of the value of the construction contracts awarded for the Project go to African-American Minority Business Enterprises, and establishes an attainable goal that fifteen percent (15%) of the value of the Project's construction contracts be awarded to Women-Owned Business Enterprises;

WHEREAS, the Project is financed through a combination of sources, including equity from the syndication of federal Low-Income Housing Tax Credits, as well as funding from the State of Connecticut Department of Housing ("CT DOH") the Connecticut Housing Finance Authority ("CHFA"), and the Federal Home Loan Bank;

WHEREAS the Project's 54 housing units are to be developed in a mixed-income program that provides for 43 units that are to be restricted to occupants earning less than specifically designated levels of family income -- denoted as 25%, 50%, and 60%, of the Area's Median Income ("AMI") -- which corresponds roughly to family incomes from \$17,000 to \$20,000 (for 25% AMI), from \$35,000 to \$40,000 (for 50% AMI), and from \$43,000 to \$48,000 (for 60% AMI) with restricted monthly rents ranging from approximately \$675 to \$1100 for a one-bedroom, and from approximately \$800 to \$1300 for a two-bedroom, such that all of these 43 units shall meet the definition in Sec. 8-202 of the Statute as being restricted to "housing solely for low or moderate-income persons or families";

WHEREAS, per the CHFA policy guidelines requiring economic integration, the program also provides for 11 units that are unrestricted market rate units;

WHEREAS, OPED has analyzed the financial structure of the Project, the Developer's application to OPED for a Tax Incentive Development Agreement, and its consolidated application for financing from CHFA and CT DOH;

WHEREAS, in analyzing the financial structure of the Project, OPED subjected it to an economic pro forma analysis against industry and market standards for this type of Project, considering such factors as Developer equity and return, costs of construction, leveraging of private and public financing, all as per the guidelines and requirements established by the *City's Tax Incentive Development Program, Ch 3.20 of the Municipal Code of Ordinances, as amended on May 4, 2020*;

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

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 execute such other documents and to take such other necessary actions in furtherance of the Agreement and consistent with this resolution in the best interests of the City.

**TAX INCENTIVE DEVELOPMENT AGREEMENT
BY AND BETWEEN**

THE CITY OF BRIDGEPORT ("CITY")

AND

WINDWARD DEVELOPMENT ASSOCIATES, LLC ("DEVELOPER")

**RE: The Windward Apartments, Phase I
20 Johnson Street, Bridgeport, CT 06604**

WHEREAS, the Developer, having a principal place of business located at c/o JHM Group of Companies, 1266 East Main Street, Suite 601, Stamford, CT 06902, owns certain real property located at 20 Johnson Street, Bridgeport, Connecticut as more particularly described in **Schedule A** attached hereto and made a part hereof (the "**Property**") and intends to invest significant sums in the construction or renovation of the Property in order to create approximately fifty-four (54) units of low- and moderate-income housing and ground floor commercial space (the "**Project**") on the Property; and

WHEREAS, the Property consists of real property that currently produces no tax revenue; 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 and on May 4, 2020 ("**Tax Incentive Ordinance**" or "**Ordinance**"), which ordinance is in conformity with Connecticut General Statutes; and

WHEREAS, the Developer intends to construct the Project, which would ordinarily be subject to real property taxes based upon the assessed value of the property multiplied by the City's then-current mill rate ("**Taxes**"); and

WHEREAS, the Office of Planning and Economic Development (“**OPED**”) has reviewed the proposed Project in light of the Ordinance and the official policies and procedures approved by the Bridgeport City Council on May 18, 2020 and has determined that the Project is an eligible project and that the projected level of future Taxes on the Property and the Project under normal assessment and levy practices would make the proposed Project economically unfeasible; and

WHEREAS, the Developer’s pursuit of the Project on the Property would be beneficial to the City because it eliminates an uninhabitable and unsafe public housing project and provides for the creation of needed affordable housing within a proven, mixed-income, private development program model; and

WHEREAS, the Developer has agreed and committed to develop the Project on the Property and the total investment will be approximately Twenty-Seven Million (\$27,000,000.00) Dollars; and

WHEREAS, OPED has determined that the Project is entitled to a tax incentive that will permit the Taxes (a) to be fully abated during a maximum two-year construction period and thereafter (b) to be partially abated and phased-in during the first fifteen (15) years of the Project’s operation commencing with the issuance of a certificate of occupancy for the Project (collectively, the “**Term**”) in the amount of One Thousand Six Hundred Sixty-Six and 67/100 (\$1,666.67) Dollars per unit per year for the first year of the Project’s operation, which payment shall thereafter increase based on a 3% escalator per year on the dates set forth in **Exhibit A** attached hereto and made a part hereof (the “**Tax Incentive**”); and

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

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

WHEREAS, the 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 scheduled Tax Incentive Payments (as 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.

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

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

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

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

(a) Construction Period Tax Abatement. No Taxes shall be due on the Property from the date hereof (“**Effective Date**”) until the earlier to occur of the following events (“**Construction Period Tax Abatement**”):

- (i) Two (2) years after the Effective Date; or
- (ii) Issuance of a certificate of occupancy for the Project.

(b) First Fifteen (15) Years of Project Operation. Following the expiration of the Construction Period Tax Abatement, the Project will be deemed to be in operation and Taxes due on the Property for the first fifteen (15) years of operation (the 15-year period being collectively referred to as the “**Operating Period Tax Abatement**”) shall be equal to an amount that is One Thousand Six Hundred Sixty-Six and 67/100 (\$1,666.67) Dollars per unit/per year for the first year, which payment shall thereafter increase in accordance with paragraph (c) below, a year being the 12-month period starting on July 1 of one year and

ending of June 30 of the following year (each, a “Year”).

(c) Annual Escalator. Beginning in the second Year of the Operating Period Tax Abatement until the end of the Term, the taxes due pursuant to the Tax Incentive shall increase three (3.0%) percent per Year above the Tax Incentive in effect for the prior Year as set forth on **Exhibit A** attached hereto and made a part hereof.

The Taxes due pursuant to paragraphs (b) 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 Property and the Project from the date hereof through the end of the Term.

2. **Priority of Tax Incentive Payment Obligations.** The Tax Incentive Payments shall be applicable only as defined herein, shall be due and payable in Installments described on **Exhibit A**, and shall be subject to the City’s right to enjoy and exercise all of the rights and privileges relating to such Tax Incentive Payments including lien priority as are set forth in Connecticut General Statutes, Section 12-172.

3. **Late Payment of Installments; Interest.** If any installment is paid more than thirty (30) days after it becomes 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 allowed any Delinquency to occur and continue in excess of 90 days (provided that no fewer than 30 days written notice thereof and opportunity to cure shall have been provided to Developer by City);; or (b) 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 the foregoing subsections, the Developer shall have thirty (30) days to cure such Default after receipt of written notice from the City, and in the case of subsection (b) above, such written notice will provide details as to the alleged violation. Upon the occurrence of a Default that is not cured after the passage of any cure period hereunder, the City shall have the right (i) to terminate this Tax Incentive Agreement upon the giving of thirty (30) days’ written notice, (ii) to record a notice in the Bridgeport land records terminating the Tax Incentive Agreement as of the date that termination takes effect, (iii) to collect all unpaid installments due up to the date of termination, and (iv) to prospectively 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 due or 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. Notwithstanding anything to the contrary contained in this Tax Incentive Agreement, all parties identified to receive notice with Developer under Section 11 below shall have the right, but not the obligation, to cure Defaults under this Tax Incentive Agreement, and City agrees to accept cures tendered by any such noticed parties pursuant to the same terms and conditions as are provided to Developer herein.

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

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

7. **Commencement of Construction; Developer Investment.** The Developer agrees to commence construction of the Project within six (6) months after the execution of this Tax Incentive Agreement and shall complete the Project no later than twenty-four (24) months after the execution of this Tax Incentive Agreement. The total investment for the development, construction and environmental remediation costs relating to the Project is approximately Twenty-Seven Million (\$27,000,000.00) Dollars.

8. **Binding Effect.** This Tax Incentive Agreement shall be binding upon the City and the Developer, and their respective successors and permitted assigns, expressly including any mortgage lender succeeding to the interests of Developer in the Development Property and shall be recorded in the Bridgeport Land Records in order to be effective.

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

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

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

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

All notices to Developer:

 Windward Development Associates, LLC
 c/o JHM Group of Companies
 1266 East Main Street, Suite 601
 Stamford, Connecticut 06902
 Attention: Todd D. McClutchy

with a copy to: Berkowitz, Trager & Trager, LLC
 8 Wright Street
 Westport, Connecticut 06880
 Attention: Elizabeth A. Brower

and a copy to: TRG Bridgeport Community Renewal, LLC
 777 West Putnam Avenue
 Greenwich, CT 06830

And a copy to: U.S.A. Institutional Tax Credit Fund CX L.P.
 c/o JDF, LLC
 777 West Putnam Avenue

Greenwich, CT 06830

And a copy to: Bank of America, N.A.
One Bryant Park, 35th Floor
New York, NY 10036
Attention: Robert M. Tyrell

and a copy to: The Housing Authority of the City of Bridgeport
d/b/a Park City Communities
150 Highland Avenue
Bridgeport, Connecticut 06604
Attention: Executive Director

and a copy to: Hoopes Morganthaler Rausch & Scaramozza LLC
185 Asylum St
Hartford, CT 06103
Attention: Melanie S. Rausch

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

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

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

14. **Transfers.** This Tax Incentive Agreement is transferable upon the sale of

the Property or the sale or transfer of a controlling interest in the Developer (collectively, “**Transfer of Control**”) under certain conditions set forth in the Tax Incentive Ordinance, as follows:

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

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

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

Except as otherwise specifically provided herein, a Transfer of Control without the City’s prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed and shall be given in the exercise of the City’s commercial business judgment) shall constitute a Default under this Tax Incentive Agreement on and as of the date of such transfer and shall permit the City in its sole discretion to terminate this Tax Incentive Agreement. Notwithstanding anything to the contrary stated in this paragraph 14, a Transfer of Control (i) to an affiliate of the Developer, that is, to an entity that is controlled by under common control of the Developer (“**Affiliate**”), (ii) to an Affiliate of any subsequent Transferee approved in advance by the City, or (iii) to a mortgage lender exercising its remedies against Developer after a default under its loan documents, shall not constitute a Default under this Agreement or require the City’s consent hereunder.

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

16. **MBE Compliance.** The Tax Incentive Ordinance establishes minimum

requirements for the Developer's employment of minority contractors in connection with the Project. The City has established a Minority Business Enterprise Program Ordinance, Chapter 3.12.130 of the Code of Ordinances, attached hereto and made a part hereof as **Exhibit B ("MBE Ordinance")**. The Developer's good faith efforts to comply with the requirements and goals of the MBE Ordinance shall be deemed to be compliance with the MBE hiring requirements of the Tax Incentive Ordinance. The City's administrator of the Office of Small and Minority Business Enterprises, Mr. Fred Gee, or his designee ("**MBE Administrator**") (identified below) will administer and determine the Developer's compliance with the MBE Ordinance. The City shall apply and the Developer shall utilize all reasonable efforts in good faith to observe the MBE Ordinance in the following manner for construction contracts for the Project:

(a) All capitalized terms not otherwise defined in this paragraph 16 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%), assuming the Mandatory Requirement is met, for MBE subcontractors ("**Attainable MBE Goal**") (15% total when combined with the percentage of the Mandatory Requirement achieved and, to the extent that the Mandatory Requirement is not achieved or is partially achieved, shall include 9% plus the amount of the Mandatory Requirement not achieved so that the entire 15% total MBE goal is achieved).

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

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

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

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

(h) The Developer will coordinate its bidding activities with the City's Small & Minority Business Resource Office, 999 Broad Street, 2nd Floor, Bridgeport, CT 06604.

(i) 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 in the exercise of its commercial business judgment (which consent shall not be unreasonably withheld, conditioned or delayed).

(j) 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.

(k) 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.

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

(a) The Developer agrees and warrants that during the development of this Project pursuant to the terms of this Tax Incentive Agreement, that first consideration of any additional employment of tradesmen/tradeswomen and/or any apprentices to be working on the 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 the 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 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.

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 reasonable 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 written notice to the Developer and if the Developer does not sufficiently explain and verify to the City, with applicable documentation deemed reasonable by the City, within thirty (30) days after delivery of such notice, why it believes that it has not stopped development of the Project or why it believes that it has not ceased commercial operation as determined by the City in the exercise of its commercial business judgment, the City shall have the right to deem that a Default has occurred, shall give written notice that this Tax Incentive Agreement has been terminated, whereupon this Tax Incentive Agreement shall come to an end thirty (30) days thereafter ("**Termination Date**"), whereupon the parties shall have no further obligations to one another except for those obligations specifically stated to survive early termination. For purposes of this Section 19, "commercial operation" shall include, with respect to the commercial space, any active efforts to market, lease maintain and otherwise operate the property using commercially reasonable efforts.

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: _____

Title: _____
duly-authorized

STATE OF CONNECTICUT)

) ss. Bridgeport _____, 2020

COUNTY OF FAIRFIELD)

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

Commissioner of the Superior Court
Notary Public
Commission Expires:

DEVELOPER

In presence of:

WINDWARD DEVELOPMENT
ASSOCIATES, LLC
By: Windward Associates GP, LLC, its
managing member

By: JHM Bridgeport Community
Renewal, LLC, its co-managing
Member

By: _____
Name:
Its:

STATE OF CONNECTICUT)

) ss.

_____, 2020

COUNTY OF FAIRFIELD)

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

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

STATE OF CONNECTICUT)

) ss.

_____, 2020

COUNTY OF FAIRFIELD)

SCHEDULE A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

EXHIBIT A

Schedule of Installments

NOTE: The following installments include a three (3.0%) percent annual increment compounded over the prior year's taxes.

Years	Status	Years Payable	Taxes	Payment Date
Year 0	Construction	0	0	N/A
Year 0	Construction	0	0	N/A
Year 1	Occupancy	1	\$90,000	July 1, 2022 and January 1, 2023
Year 2	Occupancy	1	\$92,700	July 1, 2023 and January 1, 2024
Year 3	Occupancy	1	\$95,481	July 1, 2024 and January 1, 2025
Year 4	Occupancy	1	\$98,346	July 1, 2025 and January 1, 2026
Year 5	Occupancy	1	\$101,296	July 1, 2026 and January 1, 2027
Year 6	Occupancy	1	\$104,335	July 1, 2027 and January 1, 2028
Year 7	Occupancy	1	\$107,465	July 1, 2028 and January 1, 2029
Year 8	Occupancy	1	\$110,689	July 1, 2029 and January 1, 2030
Year 9	Occupancy	1	\$114,010	July 1, 2030 and January 1, 2031
Year 10	Occupancy	1	\$117,430	July 1, 2031 and January 1, 2032
Year 11	Occupancy	1	\$120,953	July 1, 2032 and January 1, 2033
Year 12	Occupancy	1	\$124,581	July 1, 2033 and January 1, 2034
Year 13	Occupancy	1	\$128,319	July 1, 2034 and January 1, 2035
Year 14	Occupancy	1	\$132,168	July 1, 2035 and January 1, 2036
Year 15	Occupancy	1	\$136,133	July 1, 2036 and January 1, 2037
		15	\$1,673,906	

ABSENT EARLIER TERMINATION OF THIS TAX INCENTIVE AGREEMENT, FULL PAYMENT OF ALL REGULARLY ASSESSED REAL PROPERTY TAXES BECOME DUE AND OWING DURING THE GRAND LIST YEAR FOLLOWING THE EXPIRATION OR EARLIER TERMINATION OF THE TAX INCENTIVE PURSUANT TO THE TERMS OF THIS AGREEMENT.

EXHIBIT B

**Small and Minority Business Enterprise Program Ordinance
And Local Hiring Program Ordinance**

Attachment B OPED Development Incentive Analysis - Windward Commons

Project Yr	Current	Prop Asses	OPED Inctv	Presumed Full Tax	Diff Inctv/Pres
Permit Fee	0	449,280	\$ 449,280	\$ 449,280	\$ -
Op Yr-1	0	14,000	\$ 90,000	\$ 178,486	\$ (88,486)
Op Yr-2	0	55,634	\$ 92,700	\$ 178,486	\$ (85,786)
Op Yr-3	0	17,289	\$ 95,481	\$ 178,486	\$ (83,005)
Op Yr-4	0	59,087	\$ 98,346	\$ 178,486	\$ (80,140)
Op Yr-5	0	60,777	\$ 101,296	\$ 178,486	\$ (77,190)
Op Yr-6	0	62,801	\$ 104,335	\$ 178,486	\$ (74,151)
Op Yr-7	0	64,475	\$ 107,465	\$ 178,486	\$ (71,021)
Op Yr-8	0	66,413	\$ 110,689	\$ 178,486	\$ (67,797)
Op Yr-9	0	68,406	\$ 114,010	\$ 178,486	\$ (64,476)
Op Yr-10	0	70,458	\$ 117,430	\$ 178,486	\$ (61,056)
Op Yr-11	0	72,571	\$ 120,953	\$ 178,486	\$ (57,533)
Op Yr-12	0	74,749	\$ 124,581	\$ 178,486	\$ (53,905)
Op Yr-13	0	76,991	\$ 128,319	\$ 178,486	\$ (50,167)
Op Yr-14	0	79,301	\$ 132,168	\$ 178,486	\$ (46,318)
Op Yr-15	0	81,680	\$ 136,133	\$ 178,486	\$ (42,353)
TOTALS	\$ -	\$ 1,051,421	\$ 2,123,186	\$ 3,126,578	\$ (1,003,385)

Windward Commons- Mixed Income with Marina Public Housing Replacement	
# units	54
\$/unit initial base tax per incentive	\$ 1,667
\$/unit tax presumed full	\$ 3,305
escalation rate of full tax	1.03
escalation rate of full tax	1
Total Project Cost	\$ 27,696,884
Est Total Hand Cost	\$ 18,720,000
Est Work Covered by Building Permit	\$ 14,976,000
Est Building Permit Fee to City at \$30/\$1000	\$ 449,280
Est Impact on Assessed Value is from	\$ 3,305,909
Total Square Footage	75,529
Total Retail Square Footage	7,177
Total Residential Square Footage	68,352
City Capital Contribution to Construction	\$ -

Presumed Full Tax Calculation - Crescent Crossings 1A as Comparable	
C Crossings 1A # units	93
Assessed Value 2019 Land	0
Assessed Value 2019 Improvements	\$ 5,693,510
Presumed Mill Rate	53.99
Presumed Full Tax Total	\$ 307,393
Presumed Full Tax Per Unit	\$ 3,305

Ortiz, Frances

From: Coleman, William
Sent: Wednesday, May 27, 2020 2:31 PM
To: Ortiz, Frances
Cc: Pettway, Lonnette; Williams, Althea; Pacacha, Ronald; Gill, Thomas; Gaudett, Thomas; Anastasi, Mark T
Subject: Resolution Making Findings Per City Town Dev. Act Re Windward Commons; Resolution Authorizing Tax Incentive Development Agreement-Windward Commons
Attachments: Resolution Making Findings Per City Town Development Act re Windward Commons at 20 Johnson Street_5-26-2020.docx; OPED_Submittal_Cover_Resolution_Attachment_A_Windward_Commons_Tax_Incentive_Development_Agreement_5.27.20.doc; Attachment B_OPED-Development_Incentive_Analysis_Windward_Commons_5.10.20.pdf

Hi Frances:

These 2 resolutions are for referral to Joint ECDE/Contracts. These 2 items require a public hearing before the full Council on 6-15.

1)Resolution Making Findings Per City Town Development Act re Windward Commons Tax Incentive Development Agreement

2)Resolution Authorizing Tax Incentive Development Agreement for Windward Commons

Note: Attachment B goes with this second resolution. From my computer, I couldn't merge the PDF into the WORD doc.

Thank you.

Bill Coleman

Deputy Director

Office of Planning & Economic Development

City of Bridgeport

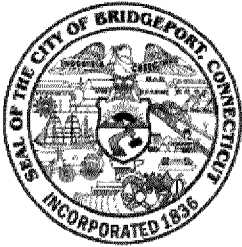
William.coleman@bridgeportct.gov

Cell: (203)-275-6416

<https://www.planbridgeport.com/>

<https://zonebridgeport.com/>

<https://www.bridgeportct.gov/oped>



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number: 107-19
Submitted by Councilmember(s): Maria I. Valle
Co-Sponsors(s): Aidee Nieves Choose an item. Choose an item. Choose an item.
District: 137TH
Subject: All-Way Stop Putnam Street and Park Street
Referred to: Board of Police Commissioners
City Council Date: June 1, 2020

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the City Council desires to ensure the safety and well-being of its citizens, inhabitants and all other persons traveling on the streets of Bridgeport; and

WHEREAS, our streets and roads are heavily travelled by motor vehicle, commercial truck, bicyclist, motorcyclist and pedestrians alike; and

WHEREAS, Park Street at its intersection with Putnam Street is an urban, densely developed multi-family residential street adjacent to the Pena de Horeb Church and experiences a steady flow of commercial and other motor vehicles daily along with heavy pedestrian traffic made up of children, families, the disabled, and elderly residents; and

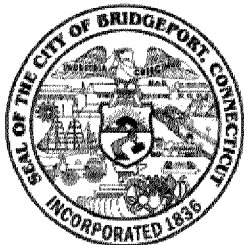
WHEREAS, motor vehicles speed along Putnam Street and upon coming to the Park Street intersection do not slow down preventing traffic stopped at the stop signs on Park Street to turn, enter or cross the intersection which increases aggressive driver behavior and the risk of an intersection collision; and

WHEREAS, residents of the neighborhood complain that speeding vehicles and aggressive drivers have recently caused several serious accidents at this intersection; and

WHEREAS, accidents in intersections create substantial risk of an out of control motor vehicle hitting a pedestrian crossing the street, in a crosswalk or walking along the sidewalk; and

WHEREAS, use of all-way stops can reduce aggressive driver behavior and intersection crashes by 53%, overall crashes at urban locations up to 71%, and pedestrian crashes by 39%; and

NOW, THEREFORE BE IT RESOLVED by the Bridgeport City Council that the Board of Police Commissioners designate the intersection of Putnam Street and Park Street as an "All-Way" stop intersection with appropriate signs erected and stop lines painted on the road surface.



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	
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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	
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

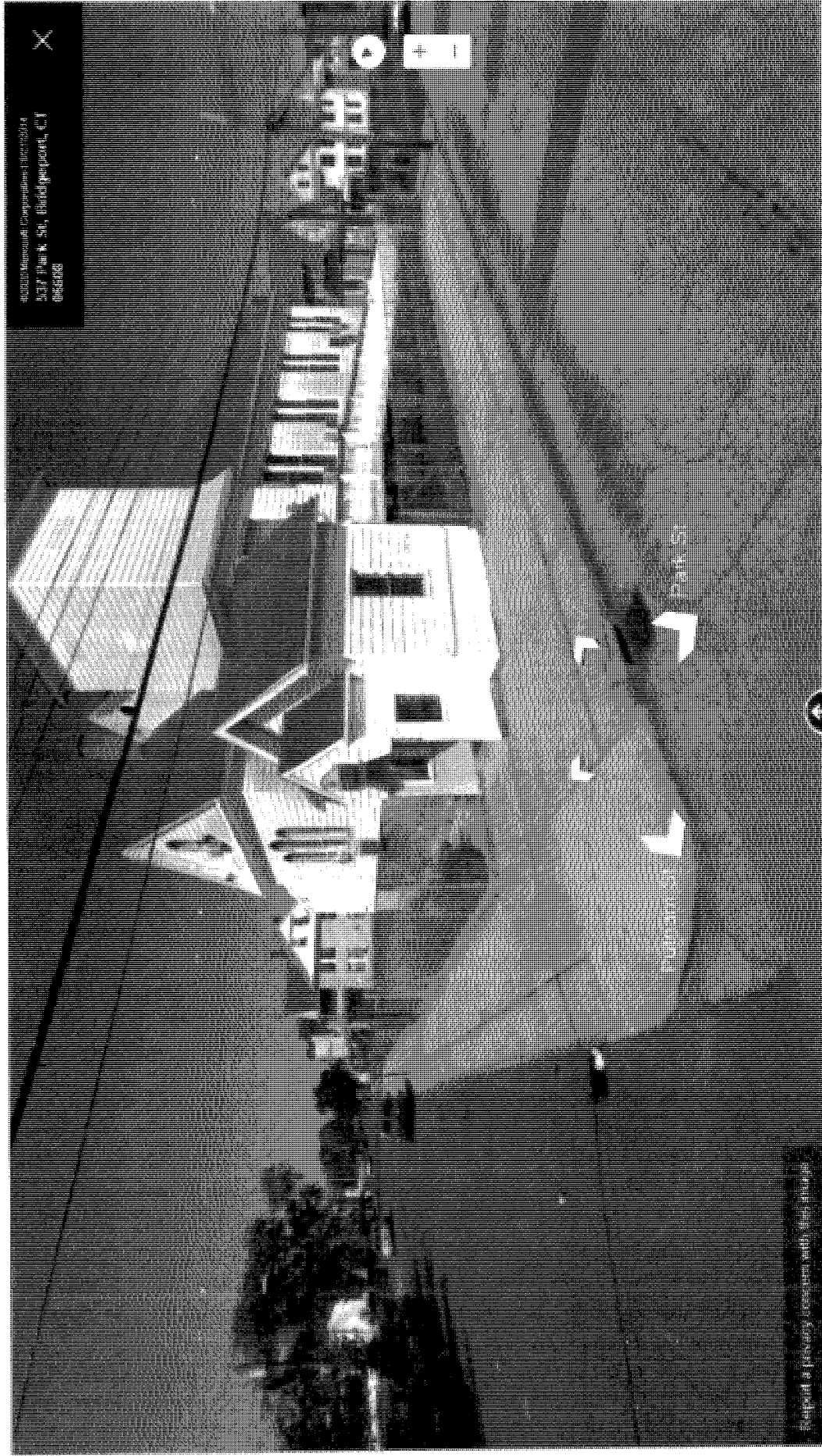
City Council Approval Date:

SECTION IX COMMENTS (if any)

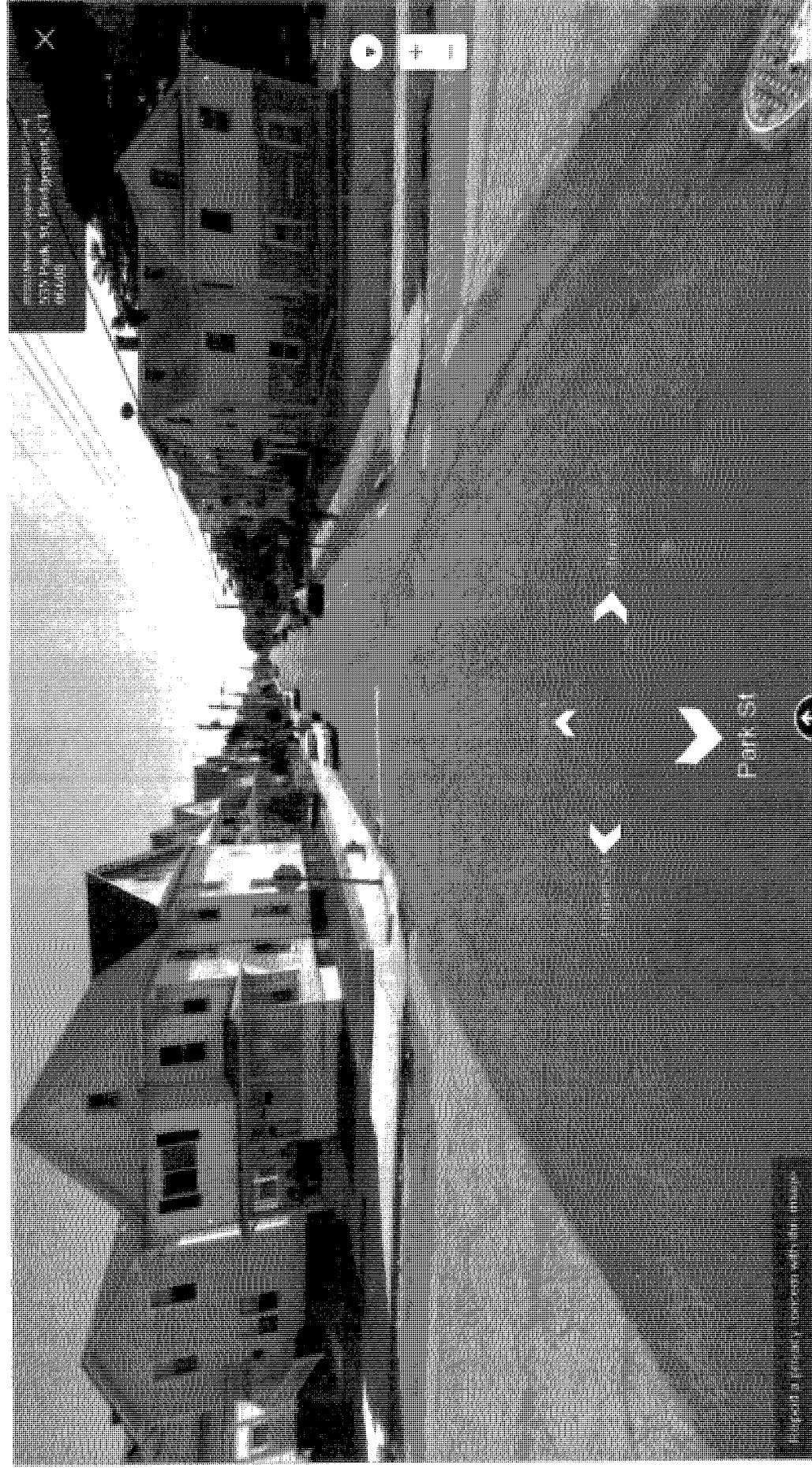


United States CT Fairfield Co. East Side

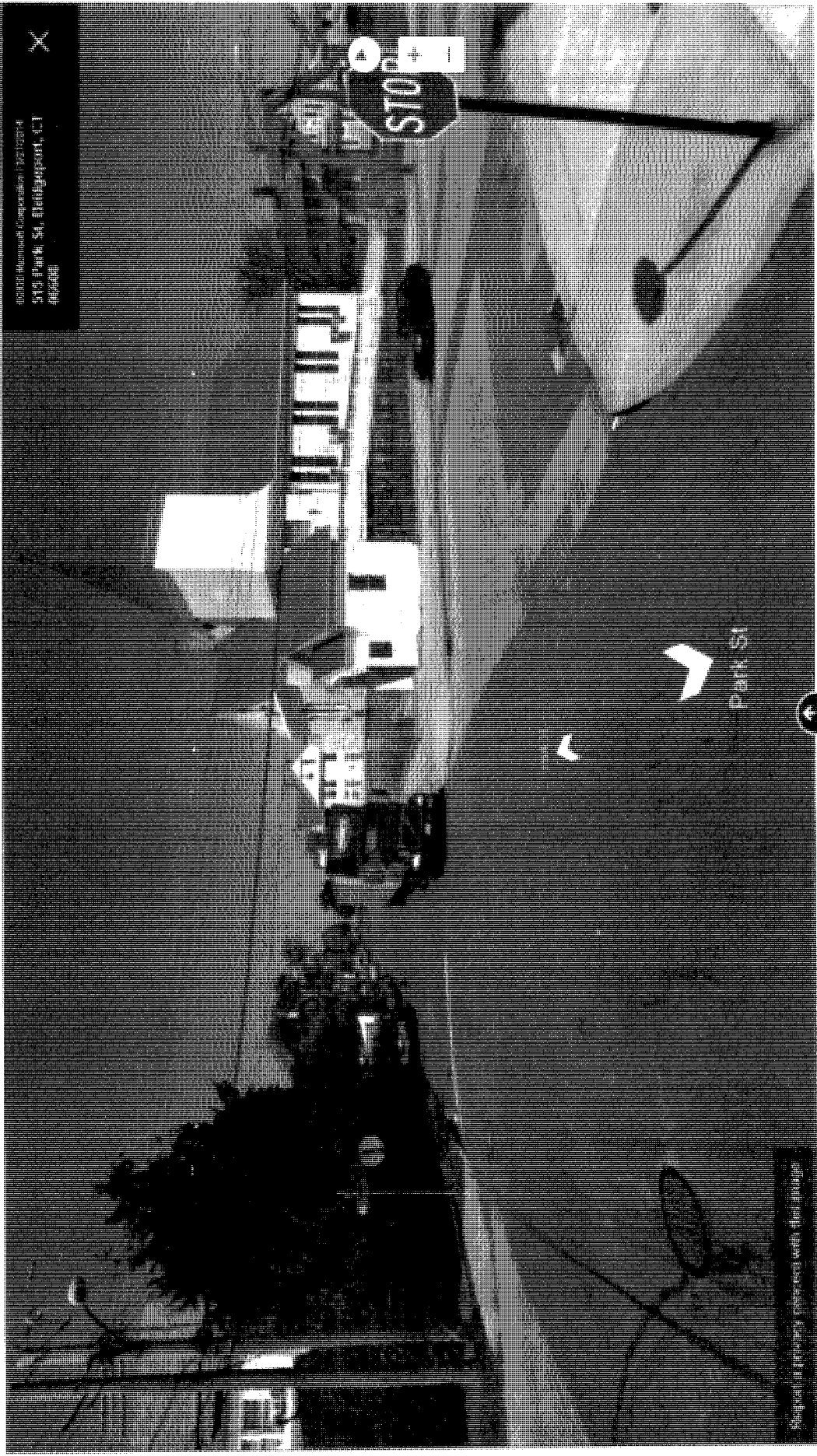
Problem with Putnam St & Park St, Bridgeport, C
Report a map problem!
Tell us what you think
Feedback



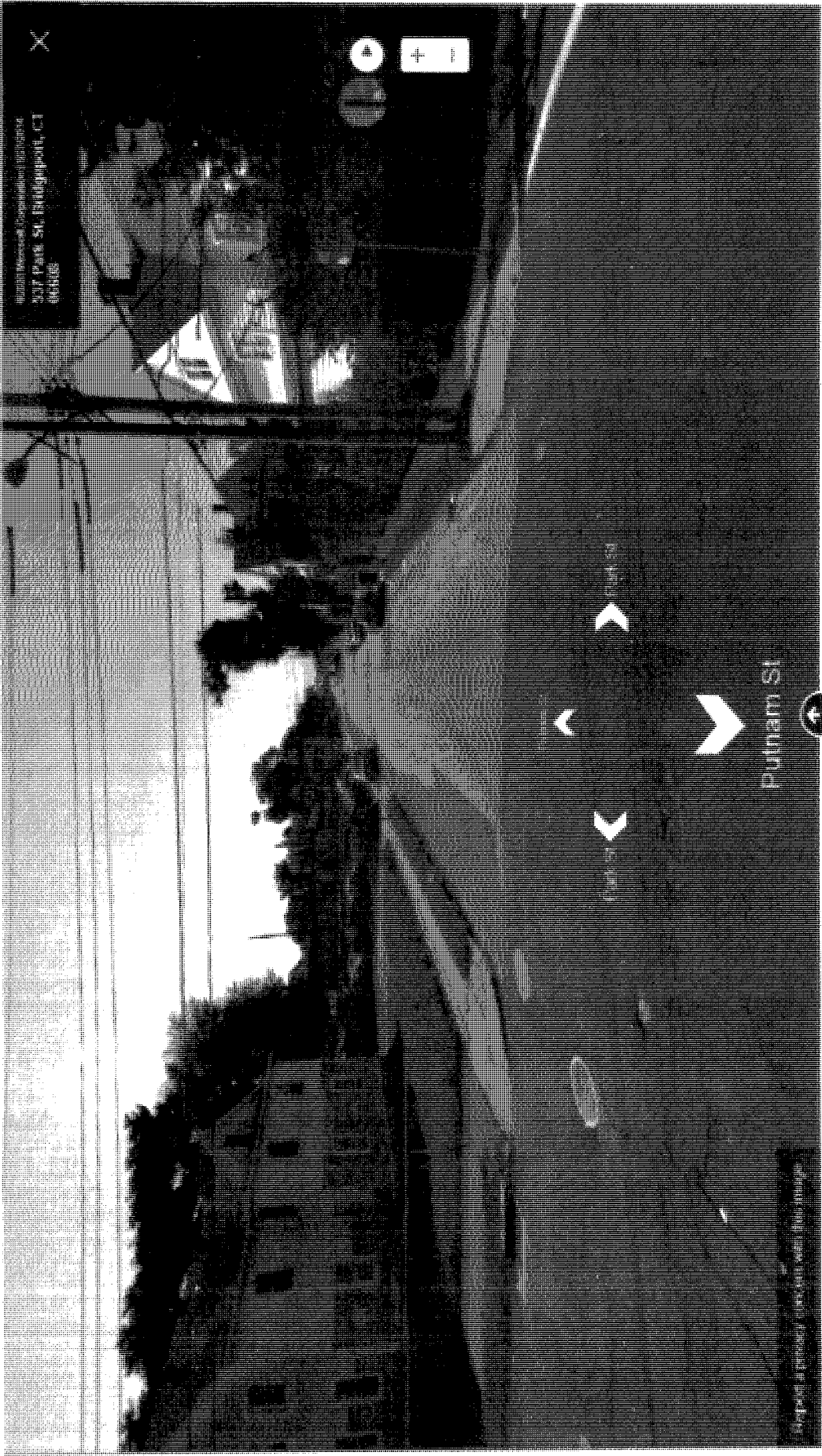
40025 Mainville Corporation, 110115314
937 Putnam St, Bridgeport, CT
06608



Putnam St & Park St, Bridgeport, CT 06608

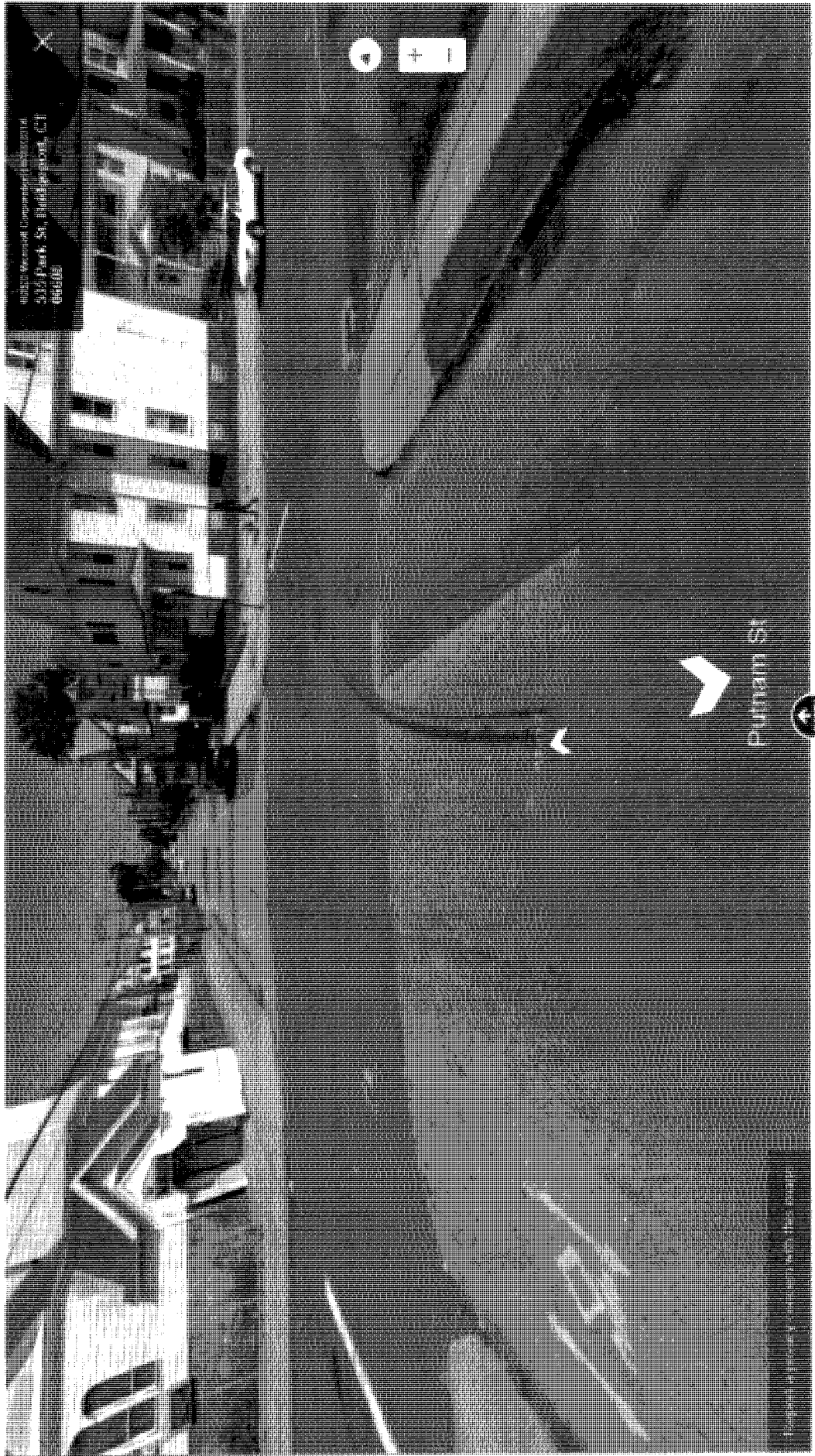


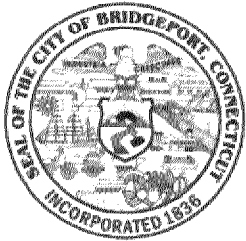




Improve a blurry view with Full Image

42001 Meriden, Connecticut 06450
337 Park St, Putnam, CT
06260





OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	108-19
Submitted by Councilmember(s):	Eneida L. Martinez
Co-Sponsors(s):	Ernest E. Newton Choose an item. Choose an item. Choose an item.
District:	139TH
Subject:	Proposed Resolution asking the City Attorney to Draft Amendments to the Bridgeport Code of Ordinances to Reduce Auto Theft and Break-Ins.
Referred to:	Ordinance Committee
City Council Date:	June 1, 2020

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, reducing opportunity and public education are mainstays in prevention of auto theft and break-ins; and

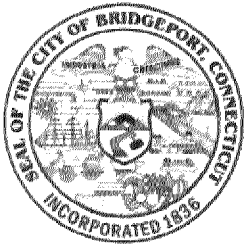
WHEREAS, when a vehicle is stolen there are many inconveniences to the vehicle owner, in addition extra police services are required to investigate the crime, in some cases safety hazards occur due to stolen vehicle pursuits or when children were left in the vehicles, there are also financial consequences associated with insurance rates, vehicle damage and personal items left in the vehicle, therefore it's important to take measures to prevent auto theft; and

WHEREAS, many auto thefts and break-ins could have been prevented if people **LOCK** their cars, **TAKE** their keys and **HIDE** their belongings; and

WHEREAS, modern keyless ignition systems, which allow drivers to start and shut off their vehicle with the press of a button, the car key -- really just a key fob -- can remain in a purse or pocket, have significantly added to the rate of vehicles being stolen, keyless ignitions which were standard equipment in just 11 percent of cars sold in 2008 were standard equipment in 62 percent of cars sold in 2018 and the rate has continued to increase yearly; and

WHEREAS, this combination of new technology coupled with careless owners' spells opportunity for many criminals as a disproportionate number of stolen vehicles yearly involve owners leaving keys or key fobs in unlocked cars; and

WHEREAS, amid the COVID-19 pandemic vehicle theft has dramatically spiked across the country with law enforcement agencies around the U.S. reporting an increase in stolen cars and vehicle burglaries, vehicle larcenies have shot up 63 percent in New York, and as the COVID-19 pandemic sweeps through Connecticut more than two dozen cars were recently stolen in the state in a 24-hour period and most had their keys or key fobs left inside; and



OFFICE OF THE CITY CLERK RESOLUTION FORM

WHEREAS, thieves typically target neighborhoods, moving from home to home, looking for cars to steal by checking for unlocked car doors where owners have left the keys or the key fob inside or rifling through unlocked cars and stealing belongings from them, including electronics, credit cards, cash, wallets, sunglasses and loose change; and

WHEREAS, statistics report most auto related offenses occur in the parking lots of apartment communities, businesses, malls, strip shopping centers, restaurants and office buildings and posting of Lock, Take and Hide signs <https://www.hidelocktake.com> has been shown nationally to help reduce auto theft break-ins by 80 to 85 percent; and

WHEREAS, the City of Dallas <https://www.hidelocktake.com> along with other cities nationally has enacted an ordinance that requires all properties having 100 or more parking spaces to install at least two Lock, Take and Hide signs posted and maintained on the exterior of the premises; and

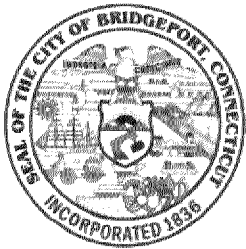
WHEREAS, Bridgeport currently prohibits by ordinance a person from leaving a motor vehicle unattended on a street or alley, or in any other public place, unless the starting lever, throttle, steering apparatus, gear shift, brake system or ignition of the vehicle is locked and the key for the lock is removed from the vehicle **however the current ordinance does not mention modern keyless ignition systems having key fobs or parked motor vehicles in any driveway, parking lot, parking slab or other outdoor location on private property; and**

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that the City Attorney draft language for consideration of the City Council's Ordinance Committee amending the Code of Ordinances Title 10 - VEHICLES AND TRAFFIC Chapter 10.12 - STOPPING, STANDING AND PARKING GENERALLY, Section 10.12.090 - PARKING UNLOCKED MOTOR VEHICLES to include modern keyless ignition systems having key fobs and parked motor vehicles in any driveway, parking lot, parking slab or other outdoor location on private property.

BE IT FURTHER RESOLVED by the Bridgeport City Council to reduce opportunity for Auto Theft and Break-ins that the City Attorney draft language for consideration of the City Council's Ordinance Committee amending the Code of Ordinances to include a new **LOCK TAKE AND HIDE ORDINANCE** similar to the attached Dallas Texas ordinance.

BE IT FURTHER RESOLVED that the Bridgeport City Council asks that the Mayor direct the Chief of Police to have the Community Services unit conduct a Lock, Take, And Hide Public Awareness Program to educate the community on the changes to the Code of Ordinances.

ATTACHMENTS



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	
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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	

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: _____

SECTION IX COMMENTS (if any)

**HIDE
YOUR THINGS**

**LOCK
YOUR CAR**

**TAKE
YOUR KEYS**



**A Reminder From
Your Local
Police Department**

IF YOU SEE SUSPICIOUS ACTIVITY, CALL 911

WWW.HIDELOCKTAKE.COM

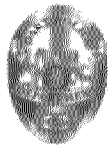
MADE IN U.S.A.

7 NO COST THINGS YOU CAN DO TO AVOID CAR BURGLARIES

- ✓ **TAKE** your keys
- ✓ **LOCK** your car
- ✓ **DON'T** leave valuables in plain view
- ✓ Completely **CLOSE** car windows when parking
- ✓ **NEVER** hide a second set of keys
- ✓ **DON'T** leave the registration receipt or title in your car
- ✓ **REPLACE** "T"-shaped door locks

Never leave your car running, even if only gone for a minute. Vehicles are commonly stolen at convenience stores, gas stations, ATMs, etc. Many vehicles are also stolen on cold mornings when the owner leaves the vehicle running to warm up. Leaving your key in an unattended motor vehicle is a crime in Texas.

If you see suspicious activity,
call 911 or DART Police at
(214) 928-6300



DART

Crime Prevention Tips Preventing Auto Theft

Auto theft ("UUMV", or "Unauthorized Use of a Motor Vehicle" in police speak) is one of the most common crimes committed in the United States. Many times, vehicle owners inadvertently do (or fail to do) things that aid thieves who take vehicles.

The most common reasons vehicles are stolen include:

- "Joyrides". Stealing a vehicle for their personal use. Often juveniles are the suspects in this type of offense.
- Re-selling the vehicle for parts. Often, a vehicle is more valuable when broken down and sold for parts than it is whole. This is the reason older vehicles are stolen, as older vehicle's parts become more expensive as a model year ages, and parts become more scarce.
- To use a vehicle to commit another crime. Often, criminals who commit robberies and other violent crimes will use a stolen vehicle to help conceal their identity (in case a witness reports the license plate of the suspect's vehicle).

Things that may attract a thief:

- Leaving the keys to the vehicle inside, especially in plain view
- Leaving a vehicle unlocked, or with the windows down
- Parking in areas with poor visibility (not lighted, or hidden from public view)
- Leaving a vehicle running and unattended. Often, in hot or cold weather, owners will leave a vehicle in their own driveway running, and a thief will steal the vehicle from an owner's own residence.

Things You can do to help prevent your vehicle from being stolen:

- Don't leave your keys in your vehicle. Probably the #1 way to help make it harder for your vehicle to be stolen

- Lock your vehicle and close your windows completely. Yes, it's easy to break a window, but that makes noise, and most criminals don't want to sit on broken glass to drive or ride in a vehicle.
- At home, if you have a garage, park your vehicle inside.
- In public areas, if a parking lot with an identified parking attendant (IE an attendant with a uniform or an ID that he works for the parking company) is available use it. Most criminals don't want a witness around if they try to steal a vehicle.
- When parking your vehicle on a street ("parallel parking"), turn your front wheels toward the curb. This makes it harder, but not impossible to tow.
- Consider a service, such as LOJACK or ONSTAR that can track a vehicle if it's reported stolen. Such services, working in conjunction with law enforcement, have a very high recovery rate of stolen vehicles.
- Keep information, such as the make, model, model year, license plate and VIN (Vehicle Identification Number) easily accessible by you in the event your vehicle is stolen. Often, insurance ID cards will have a vehicle's VIN listed on the card. Once an officer takes a UUMV (stolen vehicle) report from a citizen, that information is placed on a national crime database. If the license plate is checked by law enforcement anywhere in the United States, its status as stolen is returned to officers. Without either the license plate or VIN, it is much harder to instantly identify a vehicle as stolen.
- Report suspicious activity to 911.

Remember that YOU are an important partner in the fight against crime.

SEC. 31-41. LOCK, TAKE, AND HIDE SIGNS.

(a) An owner or person in control of property on which 100 or more parking spaces are located that are available for public use shall post and maintain on the exterior premises of the property two signs complying with Subsection (b). One additional sign is required to be posted and maintained for each 50 parking spaces over 100 that are located on the property. Also, one additional sign is required to be posted and maintained within five feet of each clustered mailbox site located on the premises of a multifamily property, as defined in Section 27-3 of this code.

(b) Each sign required to be posted and maintained under Subsection (a) must comply with the following:

(1) Contain language that includes the statements: "LOCK YOUR CAR, TAKE YOUR KEYS, HIDE YOUR BELONGINGS"; "A REMINDER FROM THE DALLAS POLICE DEPARTMENT"; "WATCH YOUR CAR"; and "1-800-CAR WATCH."

(2) Meet uniform specifications for size, color, and format established by, and maintained on file in the office of, the chief of police.

(3) Be made of durable, all-weather material, with the lettering readable day and night.

(4) Be approved by the chief of police.

(5) Be permanently installed on the property in a manner and location approved by the chief of police so that at least one of the signs is visible and readable from every parking space located on the property.

(6) Be posted so that the bottom edge of the sign is not lower than five feet or higher than eight feet above ground level.

(c) An owner or person in control of property on which signs are required to be posted and maintained under Subsection (a) commits an offense if he fails to post or maintain signs in compliance with this section.

(d) A person commits an offense if he removes or obstructs, or allows the removal or obstruction of, a sign required to be posted and maintained on property under Subsection (a). It is a defense to prosecution under this subsection that the removal or obstruction of the sign was caused by:

(1) a city employee in the performance of official duties; or

(2) the owner or person in control of the property who was performing, or causing the performance of, repairs or maintenance on the sign. (Ord. 25521)

POLICE & CITY

HIDE
YOUR THINGS

LOCK
YOUR CAR

TAKE
YOUR KEYS

Hide Lock Take Auto Theft Awareness turns the average citizen into an active crime fighter with one simple message: Hide your things, lock your car, and take your keys.

Cities can make use of the Hide Lock Take message at city parks, convention centers, hospitals and special events. The Hide Lock Take Awareness program has lowered vehicle crime rates by as much as 87% in large and small cities.

- Post or dispense signs to business, schools, or city properties
 - Write on Social Media
- Use City LED signs to announce the program
 - Put HLT decals on squad cars
- Remind citizens in large parking or event areas

Doing one or all of the above contributes greatly to your community's awareness. Educating citizens empowers them. Visit us at the website below and sign up for our newsletter to see how you can fight auto theft with awareness!

HIDELOCKTAKETM.com
Fighting Auto Theft With Awareness

10.12.090 - Parking unlocked motor vehicles.

- A. It is unlawful for any person operating or in charge of a motor vehicle to leave it unattended on any street, alley, used car lot or unattended parking lot without stopping the engine, locking the ignition and removing the keys.
- B. Whenever any police officer of the city shall find any motor vehicle standing in violation of the foregoing conditions, he shall remove the keys and deliver such keys to the officer in charge at police headquarters to be held for and returned to such operator. The officer shall attach to the vehicle a tag stating where the keys may be claimed, and a duplicate of such tag shall be attached to the keys.
- C. The registered owner of a vehicle found in violation of this section shall be presumed to be responsible for any such violation.
- D. Any person violating this section shall be fined thirty dollars (\$30.00).

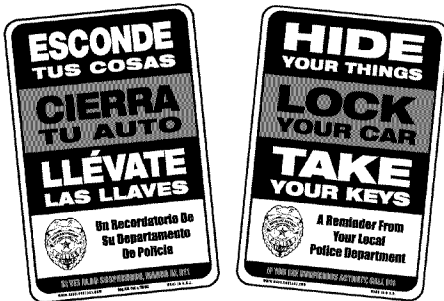
(Prior code § 21-21)

(Ord. dated 11/3/08)

Hide Lock Take Awareness

What Thieves Are Looking For

Auto Theft Prevention TIPS



Lock Take Hide was started in 2004 with the Dallas Police Department and the Central Business District. As the program quickly grew and spread throughout Texas, statistics began to come in. Many large cities reported a decrease in auto thefts by 85% and higher once LTH was established. As demand began to rise officials established that the order of procedure on the signs needed to change.

Hide Lock Take is the most successful auto theft awareness campaign in the World. The success lies within the day to day citizens who take action by being proactive against criminals.

Most criminals will target areas where the owners will spend lengthy periods of time away from their vehicles. Shopping malls, movie theaters, theme parks, stadiums, schools, city parks and other similar locations are prime. It is also likely that the vehicles in these areas will have valuables left in them.

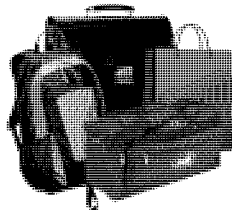
There are many cities and businesses who promote HLT by posting signs on properties with large parking lots. As the program stretches across the nation more and more become aware and educated.

HLT has impacted college campuses as well with flyers and promotional products along with signs. By using the campus alert systems to remind students they have made a difference in their community.

Awareness and prevention is and always will be the first line of defense against crime. Hide Lock Take is proud to be a part of keeping this nation safe along with your local police department.

● ELECTRONICS

GPS, MP3 Players, Cameras, Computers, Stereo Faceplates, Tablets, Speakers, etc.



● BAGS/LUGGAGE

Gym Bags, Backpacks, Briefcases, Shopping Bags, Clothing, Tools, Wallets, Purses, etc.

● JEWELRY

Watches, Rings, Bracelets, Keys, Sunglasses, etc.



● DOCUMENTS

Mail, Receipts, Social Security, Financial Information, Bills, Day Planners, Report Cards, Personal Information, etc.

MARK YOUR VALUABLES

Identifying your valuables by using a number like your drivers license number is always a good idea. Many cities even have a database where you can log the items and the unique number that you have engraved on the item. Items that may already have serial numbers you should keep a log of these in a safe place at home.

WHAT TO DO IF YOU ARE A VICTIM

If you are a victim of an auto theft first action should always be to call 911 or local police. You can take pictures of how the vehicle was left by the thief, but do not touch anything in case there are fingerprints. Try to see if you can establish what was stolen by viewing through windows and estimate a total cost of stolen items.

REPORT SUSPICIOUS ACTIVITY

If you see any suspicious activity in a parking lot dial 911 immediately. Most thieves will scout an area out and park closely if possible. They will constantly look around before attempting to break into a vehicle. They will often pull on many door handles to find one unlocked. Always call the police and never approach a suspicious person.

HIDE LOCK TAKE

Start today! Remind yourself and others when you leave the car to Hide Lock Take. If you see a person displaying items in their car or leave without locking it, remind them too. You can keep your car safe by reminding everyone else, so that criminals won't be successful in your area. Hide your belongings, Lock your car, and Take your keys!

PRECAUTIONS

Park your car in well lit areas and lots that have security. Don't leave your windows rolled down or cracked as this only makes it easier to break in to. Try to park nearest to street or entrances so that it is viewable to passerby's. Do not display decals or signs that upgrades have been made to your car. If your just not sure always go with the safest most protected choice.

The Facts:

Every year there are over 721,000 auto thefts nationwide

80% and more of these thefts had the keys left in the car

Every 2 minutes a car is broken in to

Cities with Hide Lock Take awareness have lowered vehicle crimes 40-90%

**DON'T BE A VICTIM!
HIDE IT LOCK IT
OR LOSE IT!**

10 SECONDS FOR YOU TO HIDE YOUR THINGS AND LOCK YOUR CAR!

20 SECONDS FOR A THIEF TO BREAK INTO YOUR CAR AND TAKE YOUR VALUABLES!

HIDELOCKTAKE.com
Fighting Auto Theft With Awareness



Hide Lock Take Promotional Products

Pens • Decals • Wristbands • Shirts

Advertisement Area

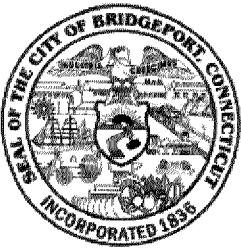
1-888-235-1HLT (458)
10601-G Tierrasanta Blvd #134
San Diego, CA. 92124

**HIDE
YOUR THINGS**

**LOCK
YOUR CAR**

**TAKE
YOUR KEYS**

**THE MOST SUCCESSFUL
AUTO THEFT AWARENESS PROGRAM
IN THE WORLD**



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number: 111-19
Submitted by Councilmember(s): Marcus A. Brown
Co-Sponsors(s): Scott Burns Matthew McCarthy
District: 132ND 130TH
Subject: Resolution regarding Support for a DEEP Bond Offering for Brownfield Cleanup of the West End to Prepare for Next Phases of the Cherry Street Developments.
Referred to: ECD and Environment Committee
City Council Date: June 1, 2020

SECTION II RESOLUTION (PLEASE TYPE BELOW)

Resolution regarding Support for a DEEP Bond Offering for Brownfield Cleanup of the West End to Prepare for Next Phases of the Cherry Street Developments

WHEREAS, the Cherry Street Lofts Project has proven to be a great transformation of a former blighted property, wherein views from I-95 and the railroad contained abandoned, run-down structures. Cherry Street's first phase consists of 157 residential units for families earning 50%, 60% and 80% of the Area Medium Income. The units are in such great demand that 157 residential units were leased in eight weeks; and,

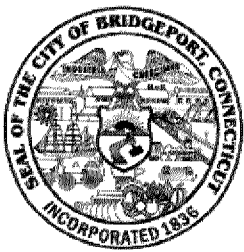
WHEREAS, the property also provides green electricity from a 460-kw fuel cell at a 7% discount to its tenants; and,

WHEREAS, the project has been built with local trade union labor and will provide 110 permanent jobs, just in the school alone and three additional jobs in the housing component. This is in addition to over 275 construction jobs during build out; and,

WHEREAS, the residential project has had an overwhelming response with over 9,500 inquiries and has established a waiting list of 400 people with daily inquiries continuing. With this level of demand, further development is clearly supportable; and,

WHEREAS, the Brownfield Program is the single most important program in these communities to repurpose properties into state-of-the-art housing; and,

WHEREAS, the Cherry Street developers have acquired additional sites in this strategic corridor and have created a master plan which will include a much-needed supermarket and retail space for local entrepreneurs to open businesses. These businesses are estimated to create an additional 250 permanent jobs in the community; and,



OFFICE OF THE CITY CLERK RESOLUTION FORM

WHEREAS, the Cherry Street sites sat dormant for over 25 years and were slated for demolition. Now they have become home for 157 families and a place to learn for 725 children. These future projects will not only create jobs, change the skyline for all the cars that pass on I-95 and the railroad, but have already changed the fabric of the West End of Bridgeport. This community for years has suffered with high unemployment, listings on the federal census tract as a difficult development zone and riddled with high crime and drugs. These first steps have already made a significant impact on the West End. There has already been an uptick in other retail development, a rise in real estate values, more people on the streets with proper lighting, security and a sense of pride for the residents of this long-forgotten community; and,

WHEREAS, the continued ability for these developers to create residential and commercial space in this corridor is not only critical to Bridgeport, but to this gateway into Southeastern Connecticut and the New England Region.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council that the City of Bridgeport, including the City Council and the Mayor of the City of Bridgeport, strongly encourage Governor Lamont and the State Bonding Commission to support a DEEP bond offering of \$3,750,000 for the Cherry Street Project—funding which has already been identified as available by DEEP, has received state legislative approval, and is awaiting final action by the Bonding Commission.

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	

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

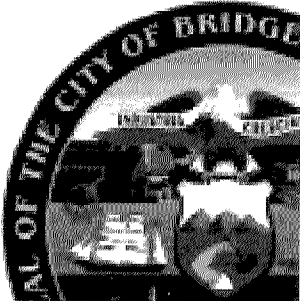
From: Gaudett, Thomas
Sent: Wednesday, May 27, 2020 4:32 PM
To: Ortiz, Frances; Williams, Althea; Pettway, Lonnelle
Subject: Item for referral to ECD&E
Attachments: Resolution regarding DEEP bonding for Cherry Street Developments.docx

Please accept the attached item from Councilman Brown, co-sponsored by Councilman Burns and Councilman McCarthy for referral to ECD&E for Monday's night agenda.

Thanks,

Tom

Thomas Gaudett
Office of the Mayor
999 Broad Street
Bridgeport, CT 06604
Office: 203-576-7201
thomas.gaudett@bridgeportct.gov



Item# *89-19 Consent Calendar

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



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: June 1, 2020

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

PLEASE NOTE: MAYOR DID NOT SIGN



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *89-19 Consent Calendar

**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**.
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.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *89-19 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Michelle A. Lyons, D-134th , **Co-Chair**

Denese Taylor-Moye, D-131st, **Co-Chair**

Eneida L. Martinez, D-139th

Maria H. Pereira, D-138th

Maria Valle, D-137th

Mary McBride-Lee, D-135th

AmyMarie Vizzo-Paniccia, D-134th

City Council Date: June 1, 2020



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	

Item# *92-19 Consent Calendar

Resolution Approving Programs for Connecticut Neighborhood Assistance Tax Credit Program Application.



**Report
of
Committee
On
CEA and Environment**

City Council Meeting Date: June 1, 2020

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

PLEASE NOTE: MAYOR DID NOT SIGN



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *92-19 Consent Calendar

A Resolution Approving Programs for the State of Connecticut Neighborhood Assistance Act Tax Credit Program

Whereas, the Connecticut Neighborhood Assistance Act (“NAA”) Tax Credit Program, pursuant to Connecticut General Statute §12-630aa et. seq. (the “Statute”) provides a tax credit to business firms that make cash investments of at least \$250 (two-hundred-fifty) dollars to certain qualifying community programs conducted by tax exempt or municipal agencies; and

Whereas, the cash investments must be made in a community program that is proposed and conducted by a tax exempt or municipal agency and must be approved by both the municipality in which the program is conducted and by the Connecticut Department of Revenue Services (“DRS”); and

Whereas, the City’s Office of Planning and Economic Development (“OPED”) is the designated office for overseeing the implementation of the 2020 Neighborhood Assistance Act Tax Credit Program; and

Whereas, tax exempt entities and municipal agencies desiring to obtain benefits under the NAA must complete Form NAA-01, Connecticut Neighborhood Assistance Act Program Proposal, Parts I, II, and III and submit the form to OPED, which must then review and present the proposals to the Bridgeport City Council for approval, after which OPED may complete the corresponding Form NAA-01 Part IV for submittal to DRS on or before July 1 of each year; and

Whereas, prior to OPED being authorized to submit Form NAA-01 Part IV to DRS, the Bridgeport City Council must vote to approve the programs; and

Whereas, the attached list of organizations and programs represents the City’s diversity and represents a spectrum of accomplished non-profit organizations pursuing innovative and effective programs; and

Whereas, the Bridgeport City Council received this attached list of program proposals as an OPED submittal item on its City Council Agenda of May 4th, 2020; and

Whereas, the Bridgeport City Council reviewed the list and the OPED submittal at the May 19th, 2020 meeting of its Economic and Community Development and Environment Committee; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on ECD and Environment
Item No. *92-19 Consent Calendar

-2-

Whereas, the Bridgeport City Council held a duly noticed public hearing on all program proposals at its meeting of June 1, 2020; and

Whereas, the Bridgeport City Council finds that these program proposals are worthy of support; and

Now therefore be it resolved that the Bridgeport City Council hereby approves the attached list of program proposals and respective organizations for submittal by the City's Office of Planning and Economic Development to the Connecticut Department of Revenue Services pursuant to the requirements of the 2020 Neighborhood Assistance Act.

Be it further resolved that the Mayor or the Director of OPED, as may be required by the Connecticut Department of Revenue Services or by the Statute, subject to the final review and approval of the City Attorney's Office as to form and content, 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
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT

M. Evette Brantley, **Co-Chair**

Maria I. Valle, **Co-Chair**

Alfredo Castillo

Mary A. McBride-Lee

Rosalina Roman-Christy

Jeanette Herron

Scott Burns

City Council Date: June 1, 2020

CITY OF BRIDGEPORT
2020 Connecticut Neighborhood Assisted Act
Organization Program Amount

1. **Big Brothers Big Sisters of SW CT, Inc. - One to One Mentoring**
\$150,000.00
2. **Bridgeport Rescue Mission - Care Center Facility Window Replacement Program**
\$150,000.00
3. **Junior Achievement of Western CT, Inc. - Junior Achievement Programs**
\$34,000.00
4. **Bridgeport Neighborhood Trust - Park Terrace Homes**
\$150,000.00
5. **Habitat for Humanity of Coastal Fairfield County - Habitat CFC Program**
\$150,000.00
6. **Hall Neighborhood House, Inc. - Hall Senior Center**
\$30,000.00
7. **School Volunteer Association of Bridgeport - School Volunteer Programs**
\$12,000.00
8. **Cardinal Shehan Center - Computer, Photography, Stem & Cooking Program**
\$25,000.00
9. **Bridgeport Economic Development Corporation - Bridgeport Brownfields Reclamation**
\$50,000.00
10. **Connecticut Zoological Society - Greenhouse Energy Conservation**
\$150,000.00

11. Mutual Housing Association of South Central CT INC D/B/A Neighborworks New Horizons - Community Development

\$150,000.00

12. McGivney Community Center - McGivney Youth Programs

\$83,200.00

13. Boys Club & Girls Club of Bridgeport, CT - Orcutt Club Programs Administration

\$150,000.00

14. Boys Club & Girls Club of Bridgeport, CT - Energy Conservation Green Projects

\$150,000.00

15. Bridgeport Public Education Fund, Inc. - Mentoring for Academics Achievement

\$25,000.00

16. The Jewish Home - Day Programs for Adults with Dementia

\$24,000.00

Item# *97-19 Consent Calendar

Settlement of Pending Litigation with William
McMahon.



**Report
of
Committee
on
Miscellaneous Matters**

PLEASE NOTE: MAYOR DID NOT SIGN

City Council Meeting Date: June 1, 2020

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *97-19 Consent Calendar

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>Name</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Consideration</u>
William McMahon	Personal Injury	Attorney Michael W. Cahill 43 Trumbull Street New Haven, CT 06510	\$40,000.00

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Miscellaneous Matters
Item No. *97-19 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: June 1, 2020

Item# *102-19 Consent Calendar

Workers' Compensation Stipulation with Jose Negron.



**Report
of
Committee
on**

Miscellaneous Matters

PLEASE NOTE: MAYOR DID NOT SIGN

City Council Meeting Date: June 1, 2020

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *102-19 Consent Calendar

BE IT RESOLVED, that the City Attorney, or Associate City Attorney, be authorized, empowered and directed to enter into on behalf of the City of Bridgeport, Stipulations with Jose Negron upon approval by the Workers' Compensation Commissioner of the Fourth District, and the City shall pay the said employee the sum as provided for in stipulation.

<u>Name</u>	<u>Nature of Claim</u>	<u>Plaintiff's</u>	<u>Amount</u>
Jose Negron	Workers' Compensation Stipulation	Attorney Laura Mooney Milford, CT	\$200,000.00

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: June 1, 2020

Item# *103-19 Consent Calendar

Workers' Compensation Stipulation with John M. Evans.



**Report
of
Committee
on
Miscellaneous Matters**

City Council Meeting Date: June 1, 2020

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

Approved by: Joseph P. Ganim, Mayor

Date Signed: _____

PLEASE NOTE: MAYOR DID NOT SIGN



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *103-19 Consent Calendar

BE IT RESOLVED, that the City Attorney, or Associate City Attorney, be authorized, empowered and directed to enter into on behalf of the City of Bridgeport, Stipulations with John Evans upon approval by the Workers' Compensation Commissioner of the Fourth District, and the City shall pay the said employee the sum as provided for in stipulation.

<u>Name</u>	<u>Nature of Claim</u>	<u>Plaintiff's</u>	<u>Amount</u>
John M. Evans	Workers' Compensation Stipulation	Attorney Jon A. August 1087 Broad Street Bridgeport, CT	\$70,000.00

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

Scott Burns, D-130th, *Co-chair*

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: June 1, 2020

Item# *52-19 Consent Calendar

Resolution creating an Informational Session for the City Council to be briefed on Current Youth Development Programming and Practices funded by the City of Bridgeport.



**Report
of
Committee
on
Education & Social Services**

PLEASE NOTE: MAYOR DID NOT SIGN

City Council Meeting Date June 1, 2020

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed : _____



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *52-19 Consent Calendar

RESOLUTION

WHEREAS, the City of Bridgeport has a deep commitment to the positive development of youth in our community and expands an enormous amount of money annually to fund a wide range of programs and activities to deliver a positive youth development outcome; and

WHEREAS, the recent epidemic of youth violence in the City caused us to ask if we are doing enough to prevent youth violence and more significantly, are we doing the right thing; and

WHEREAS, to determine if our current generation of programs and activities in the City are delivering effective solutions to the problem of youth violence or if alternative investments need to be made in City funded programs and activities. The City Council needs to know how effective planned youth development programs and activities are; and

WHEREAS, likewise, in the interest of public safety, the City Council want to ensure that our young people have the best youth development opportunities and programs available to prevent a variety of risk behaviours and improve social and emotional outcomes for them; and

NOW, THEREFORE, BE IT RESOLVED by the City of Bridgeport in order to strengthen future youth development practices and programs funded by Bridgeport, that the Director of the Lighthouse Program, the Chief Administrator Officer, the Office of Planning and Economic Development, the Deputy Director of the Community Development Block Grant Program come before the Committee on Education and Social Services *with representatives from youth providers who receive CDBG or other city funding to attend a meeting scheduled during the month of August 2020* in order to work with the Committee on Education and Social Services in planning *an informational session* before the Bridgeport City Council where city funded youth development and service agencies provide a briefing on their programming and activities and other community youth serving organizations provide thoughts on how to improve services and support networks for young people of Bridgeport, Connecticut. The Director of OPED or his designee shall provide the list of contact information to Mike Boyer.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Education and Social Services**

Item No. *52-19 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
EDUCATION AND SOCIAL SERVICES

Jorge Cruz, Sr., *Co-Chair*

Matthew McCarthy, *Co-Chair*

Maria H. Pereira

Samia S. Suliman

Marcus A. Brown

Michelle A. Lyons

Avelino D. Silva

City Council Date: June 1, 2020

Item #86-19

Professional Services Agreement with Blum Shapiro & Company for Fiscal Years 2020-2022 re: Auditing Services and Financial Statement Preparation.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: June 1, 2020

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please note: Mayor did not sign Report.



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. 86-19

RESOLVED, that the attached Professional Services Agreement between the City of Bridgeport and Blum Shapiro and Company PC for the performance of all auditing services and financial statement preparation as required by the Connecticut General Statutes Sections 7-396 and 4-322 for Fiscal Years 2020-2022, be and it hereby is, in all respects, approved, ratified and confirmed.

Item amended from the floor on June 1, 2020:

Amended to add new paragraph on insurance umbrella added...page 8 Umbrella policy requirement \$5 million and contract Exhibit B Fixed cost schedule, revised for 3 years max time length.

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

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, 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..

- (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 with five days prior notice.

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 \$2,000,000 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.

Umbrella Liability Insurance insuring against claims or suits brought for any purpose broad enough to include premises and operations, errors and omissions, general and contingent liability, contractual liability, completed operations, broad form property damage, care, custody and control shall be not less than a minimum of \$5,000,000.

The Consultant agrees to waive any right of claim against the City of Bridgeport and its employees, agents and officers for any losses, damages and expenses arising out of the services under the Agreement between the City of Bridgeport and the Consultant. All insurance required hereunder shall contain waivers of subrogation against the City of Bridgeport and its employees, agents and officers.

The insurance required hereunder shall be primary, not excess or contributory, of any insurance maintained by or on behalf of the City of Bridgeport.

The Consultant agrees to provide the Risk Manager for the City of Bridgeport with certified copies of all insurance policies of insurance required hereunder or certificates of insurance, whichever the Risk Manager deems appropriate, prior to commencement of services under this Agreement hereunder and throughout the full term of this Agreement until expiration or termination of this Agreement or change to any insurance coverage required hereunder.

The insurance requirements of the Agreement are an integral part of the Agreement. Any defect in the insurance program required in the Agreement may result in termination of the Agreement, as stipulated in the Agreement. No employee or the entity can modify the terms of the Agreement without the prior approval of corporation Counsel and the Chief Administrative Officer or his/her designee.

(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

APPENDIX B

FIXED FEES

To be submitted on your firm's letterhead.

Firm's Name:

Blum, Shapiro & Company, P.C. dba blumshapiro

Location of office staffing the audit:

West Hartford and Shelton, Connecticut

Number of municipal professional audit
Staff at this location: 64

Number of municipal audit staff to be assigned
to City: 5-8

Number of Connecticut Municipal audit clients (FY 19) engagements for municipalities with
populations of 40,000 or more: 15

FIXED FEES

	Proposed # of Hours	Initial Term		
		Year 1	Year 2	Year 3
Audit and report on City's entire general purpose financials (I) (II)	920	\$ 150,000	\$ 150,000	\$ 182,750
ED001 (including special Education grants)	150	\$ 30,000	\$ 30,000	\$ 30,750
Federal & State Single Audit Act statements and reports	220	\$ 80,000	\$ 80,000	\$ 81,500
Total all	1320	\$270,000	\$270,000	\$275,000

- (I) Audit and report includes the Board of Education financials, Nutrition Fund and School Activity funds. The WPCA requires a separate audit 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. Respondents may view the City 2019 CAFR on the City's website.

Audit Water Pollution Control Authority (Note 1)	80	\$ 15,000	\$ 15,000	\$ 15,300
Bridgeport Port Authority (Bid optional.)		\$	\$	\$

Note 1: WPCA fees are included in Total All, above



blumshapiro

accounting • tax • advisory

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

Partner	<u>180</u>
Manager	<u>230</u>
Staff	<u>980</u>

Rate for hours outside the specified scope. \$ per hour per annum for three years:

Partner	<u>\$ 435</u>
Manager	<u>\$ 260</u>
Staff	<u>\$ 155</u>

Submitted by: Nicola McTigue

Date: June 1, 2020

Signature: *Nicola McTigue*

Title: Partner

Telephone: 860.570.6377

Fax: 860.726.7577