

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, JUNE 15, 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 (CONSENT CALENDAR):

- *98-19** Education and Social Services Committee Report re: Grant Submission: School Construction Project Application for State Grants and the Initiation of Design for Underground Oil Tank Removal Projects at the following schools; JFK Campus, Read, John Winthrop, Park City Magnet, Wilbur Cross and Columbus.

MATTERS TO BE ACTED UPON:

- 109-19** Joint Committee on Economic and Community Development and Environment and Contracts Report re: 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** Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing a Tax Incentive Development Agreement for Windward Commons located at 20 Johnson Street.

AGENDA

CITY COUNCIL MEETING

MONDAY, JUNE 15, 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

Prayer

Pledge of Allegiance

Roll Call

- 109-19** Public Hearing re: 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** Public Hearing re: Resolution Authorizing a Tax Incentive Development Agreement for Windward Commons located at 20 Johnson Street.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: May 4, 2020 & May 18, 2020

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

- 126-19** Request from OPED to Order a Public Hearing for July 6, 2020 at 7:00 p.m. re: Proposed Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of a Tax Incentive Development Agreement for 515 West Avenue).
- 127-19** Request from OPED to Order a Public Hearing for July 6, 2020 at 7:00 p.m. re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for 515 West Avenue.

ITEMS FOR IMMEDIATE CONSIDERATION:

- 114-19** Communication from Central Grants re: Grant Submission: U.S. Department of Transportation Federal Aviation Administration (FAA) – Airport Improvement Program (AIP) – Snow Removal Equipment, **FOR IMMEDIATE CONSIDERATION.**

ITEMS FOR IMMEDIATE CONSIDERATION CONTINUED:

- 116-19** Resolution presented by Council Member(s) Pereira, Cruz, Brown & Martinez re: Proposed resolution regarding Bridgeport Police Department Ban on All Choke and Knee Holds, **FOR IMMEDIATE CONSIDERATION.**
- 117-19** Communication from Central Grants re: Grant Submission: State of Connecticut Office of Policy and Management – Criminal Justice Policy and Planning Division Project Longevity Grant (#21351), **FOR IMMEDIATE CONSIDERATION.**
- 118-19** Communication from Central Grants re: Grant Submission: State of Connecticut Secretary of the State – Computer Equipment Grant, **FOR IMMEDIATE CONSIDERATION.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 112-19** Communication from Tax Collector re: Municipal Suspense Tax Book, referred to Budget and Appropriations Committee.
- 119-19** Communication from Central Grants re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program (#21388, #21389, #21390, # 21392 & #21393), referred to Public Safety and Transportation Committee.
- 120-19** Communication from Central Grants re: Grant Submission: Department of Homeland Security Federal Emergency Management Agency (FEMA) FY 2019 Assistance to Firefighters Grant Program (AFG) Operations and Safety (#20210), referred to Public Safety and Transportation Committee.
- 121-19** Communication from Central Grants re: Grant Submission: Connecticut Department of Emergency Management & Homeland Security (CTDEMHS) MOA for the State Homeland Security Grant Program (FY17-FY22), referred to Public Safety and Transportation Committee.
- 122-19** Communication from Central Grants re: Grant Submission: National Fish and Wildlife Foundation – Long Island Sound Futures Fund – Johnson Creek (#21614), referred to Economic and Community Development and Environment Committee.
- 123-19** Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreational Activities Program (#21533), referred to Economic and Community Development and Environment Committee.
- 124-19** Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Program (#21270), referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 125-19** Communication from Central Grants re: Grant Submission: CT Department of Agriculture – FY2020 Farm Viability Grant, referred to Economic and Community Development and Environment Committee.
- 126-19** Communication from OPED re: Proposed Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of a Tax Incentive Development Agreement for 515 West Avenue), referred to Joint Committee on Economic and Community Development and Environment and Contracts.
- 127-19** Communication from OPED re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for 515 West Avenue, referred to Joint Committee on Economic and Community Development and Environment and Contracts.

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

- 113-19** Resolution presented by Council Member(s) Martinez, Newton, McCarthy, Cruz, Taylor-Moye, Brantley, Herron, Roman-Christy, Castillo, Silva, Nieves, Valle & Pereira re: Proposed resolution condemning police brutality evidenced in the George Floyd death and other recent incidents across the country and support for taking necessary steps to change the culture to prevent similar occurrences, referred to Public Safety and Transportation Committee.
- 115-19** Resolution presented by Council Member(s) Pereira & Co-Sponsor Martinez re: Proposed resolution regarding Bridgeport Police Department Training, Reforms and Accountability, referred to Public Safety and Transportation Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *91-19** Contracts Committee Report re: Software License and Support Agreement with EPR Systems USA Inc. regarding a Software Package called EPR FireWorks for the Fire Department.

MATTERS TO BE ACTED UPON:

- 96-19** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Title 10 – Vehicles and Traffic, amend Chapter 10.16 – Parking.
- 16-19** Contracts Committee Report re: Resolution for the Development of a Policy for Early Inclusion of the City Council in the Collective Bargaining Process.
- 82-19** Contracts Committee Report re: Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Robert Whitbread having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.

(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; 2020-06-15.pdf)

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 15, 2020 AT 6:30 P.M. THIS MEETING WILL BE CONDUCTED BY ZOOM/TELECONFERENCE. THE FOLLOWING NAMED PERSON MAY DIAL INTO THIS MEETING TO SPEAK BY CALLING THE FOLLOWING CONFERENCE LINE AND THEN ENTERING THE CONFERENCE CODE:

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

<u>NAME</u>	<u>SUBJECT</u>
Michelle Brown 75 Highland Avenue Bridgeport, CT 06604	Addressing the Bridgeport PD and the City Council's role. The death of Corbin Cooper.
Grace Holleran 60 Clarkson Street Bridgeport, CT 06605	Police brutality and defunding the police department.
Jazmarie Melendez 316 East Pasadena Place Bridgeport, CT 06610	Addressing the Bridgeport PD and the City Council's role.
Erik Kuranko 1963 Main Street Bridgeport, CT 06604	Police brutality and defunding the Bridgeport Police Department.
Kate Rivera 129 Alsace Street Bridgeport, CT 06604	Police brutality and defunding the Bridgeport Police Department.
Clyde Nicholson 396 Madison Avenue Bridgeport, CT 06604	Policing.
Amina Seyal 448 Poplar Street Bridgeport, CT 06605	Policing in Bridgeport.
Mikaela Adams 1232 Reservoir Avenue Bridgeport, CT 06606	Addressing the Bridgeport PD and the City Council's role.

**CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
MONDAY, JUNE 15, 2020
6:30 P.M.**

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO
ADDRESS THE CITY COUNCIL ON MONDAY, JUNE 15, 2020 AT 6:30 P.M.**

This meeting will be conducted by Zoom/Teleconference.

**The following named person may Dial into this meeting to speak by calling the following
conference line and then entering the conference code:**

Dial-in Number#: (929) 436-2866
Meeting ID#: 381 083 245

CALL TO ORDER

Council President Nieves called the meeting to order at 6:39 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

130th District: Matthew McCarthy
131st District: Denese Taylor-Moye, Jorge Cruz
132nd District: Marcus Brown
133rd District: Jeanette Herron
134th District: Michelle Lyons
135th District: Rosalina Roman-Christy, Mary McBride-Lee
136th District: Avelino Silva
137th District: Aidee Nieves
138th District: Maria Pereira, Samia Suliman
139th District: Eneida Martinez, Ernest Newton

A quorum was present.

NAME

Michelle Brown
75 Highland Avenue
Bridgeport, CT 06604

SUBJECT

Addressing the Bridgeport PD and
the City Council's role. The death of
Corbin Cooper.

CITY CLERK'S OFFICE
20 JUN 29 AM 10:27

Council President Nieves called Ms. Brown. There was no response. Due to internet difficulties, Council President Nieves could not chair the meeting. Council Member Brown took over chairing the meeting. He called for Ms. Brown three times with no response.

Grace Holleran
60 Clarkson Street
Bridgeport, CT 06605

Police brutality and defunding the
police department.

Council Member Brown called for Ms. Holleran to speak.

Ms. Holleran said that she wanted to speak about de-escalating methods and body cams. She said that many of these methods had been enacted elsewhere after Michael Brown was killed, but black individuals continued to be killed. She said that they were not asking to dissolve the police but stated that they were asking for investments into the community. The Police Department has been occupied all weekend and the protestors were asking for an in person meeting. She strongly urged the Council to meet in person with the protestors as they have been working on this issue for many years.

Jazmarie Melendez
316 East Pasadena Place
Bridgeport, CT 06610

Addressing the Bridgeport PD and
the City Council's role.

Council Member Brown called for Ms. Melendez. There was no response at this time.

Erik Kuranko
1963 Main Street
Bridgeport, CT 06604

Police brutality and defunding the
Bridgeport Police Department.

Mr. Kuranko said that he was outside of the Police Department during the call. He said that they were there because they wanted people and the police to take them seriously. He said that there were people on Facebook threatening to come down and shoot them. During his time as a former Marine serving in Afghanistan, he was armed and dealing with the same type of situation. However, the police seems to be willing to kill people more easily than the Marines did.

Kate Rivera
129 Alsace Street
Bridgeport, CT 06604

Police brutality and defunding the
Bridgeport Police Department.

Ms. Rivera said that it was no secret that she was a police abolitionist and she has been working on this issue for some time. There needs to be real consequences and the police officers need to be charged. The Council needs to charge the police who are abusing residents. The SROs should be out of the school. The choke hold ban is too limited. The Police Union needs to be eliminated because it protects the police officers. The police officers need to carry malpractice insurance like physicians. There is no accountability. There are 80 towns in Connecticut that do not have police departments at all. If the money is used towards education and housing, things will change. This is not going to go away until some drastic action is taken. The City paid for

the information in the Chief Ramsey Report, all of which could have been easily been googled and the money saved.

Clyde Nicholson
396 Madison Avenue
Bridgeport, CT 06604

Policing.

Council Member Brown called for Mr. Nicholson three times. There was no response.

Amina Seyal
448 Poplar Street
Bridgeport, CT 06605

Policing in Bridgeport.

Council Member Brown called for Amina Seyal three times. There was no response.

Mikaela Adams
1232 Reservoir Avenue
Bridgeport, CT 06606

Addressing the Bridgeport PD and
the City Council's role.

Ms. Adams said that she was at the Police Department. She said that she was asking for change. She said that she was a lifelong resident and facing the same issues that her parents did. Since Jason was killed in 2017, she has been working on this issue. [Inaudible]

The protesters have been peaceful and they have been met with riot gear and aggression. They are calling on the Council to come and support the residents. She said that she had watched Council Member Brown fight for change. He has shown up and listened to the narrative. The children need education, not a school to prison pipeline. The fact that about 50% of the budget goes to the Police Department is a problem. The officers are laughing and mocking them while being paid.

They are looking to fire James Cooley because he has three open cases. They will not stop until there is justice.

Council Member Pereira said that Mr. Nicholson was not able to participate at the hearing.

Council Member Brown called for Ms. Brown. There was no response.

Council Member Brown called for Ms. Melendez. Ms. Adams said that they would be sending in a written statement.

Council Member Brown closed the Public Speaking portion of the meeting at 7:08 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services.

City of Bridgeport
City Council
Regular Meeting
June 15, 2020

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, JUNE 15, 2020

7:00 P.M.

This meeting was conducted by teleconference.

CALL TO ORDER

Council Member Brown called the Council Meeting to order at 7:10 p.m.

- ** COUNCIL MEMBER PEREIRA MOVED TO APPOINT COUNCIL MEMBER BROWN AS TEMPORARY CHAIRMAN.**
- ** COUNCIL MEMBER BRANTLEY SECONDED.**
- ** THE MOTION PASSED UNANIMOUSLY.**

PRAYER

Council Member Brown asked Council Member McBride-Lee to lead those in attendance in prayer.

PLEDGE OF ALLEGIANCE

Council Member Brown asked Council Member Silva to lead the Pledge of Allegiance.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

- 130th District: Scott Burns, Matthew McCarthy
- 131st District: Denese Taylor-Moye, Jorge Cruz
- 132nd District: Marcus Brown, M. Evette Brantley
- 133rd District: Michael DeFilippo, Jeanette Herron
- 134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
- 135th District: Rosalina Roman-Christy, Mary McBride-Lee
- 136th District: Alfredo Castillo, Avelino Silva
- 137th District: Maria Valle, Aidee Nieves
- 138th District: Maria Pereira, Samia Suliman
- 139th District: Eneida Martinez, Ernest Newton

A quorum was present.

109-19 Public Hearing re: 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).

Council Member Brown opened the public hearing at 7:16 p.m. He asked if there was anyone who wished to speak to the Council on this item and gave the instructions for unmuting their device.

Council Member Taylor-Moye said that this development was something that was needed. She said the City needs to develop new affordable and mixed income housing.

Council Member Cruz said he wanted to second everything Council Member Taylor-Moye said. They need new housing and revitalization in the South End.

Council Member Pereira said she wanted to speak against this because she did not consider housing developments as economic development. The tax abatement was outrageous. The developers will only be paying 48% of the tax rate while homeowners will be paying 100% of their tax bills. Many of the Section 8 units will be paid at market rate. There are no 3 or 4 bedroom units for a single parent with children. She said her constituents should not have to do this.

Mr. Kelvin Ayala said he wished to speak on the tax incentive deal. He was concerned about attracting developers to the City. The developer did a great job with Crescent Crossing. Mr. Ayala said that he had reviewed the details and that people need to understand that the construction costs would be the same in Westport or Fairfield as it would be in Bridgeport. In order to make it worthwhile, they need to have the tax abatement. There is genuine interest in doing something positive in the South End of Bridgeport, which is in desperate need of revitalization.

Mr. Ayala added that at the end of the day, they have been staring at blighted property. Mr. Ayala said that he felt the tax deal was a good one and the project was also good.

Council Member Newton reminded everyone that the Housing Authority has control of the properties and does not pay taxes on them. They had this particular property for many years. Now the property will be generating some taxes. When the City bonds for schools, the residents don't complain about the cost. Now any way they can put property back on the tax rolls is good.

Council Member Castillo said that when the developers come into Bridgeport, they don't hire Bridgeport residents. The developers come in and get tax breaks but they don't hire Bridgeport companies. He said that McBride had submitted a bid on the job but hadn't won the bid because the developer told his friends what the bid was so they could underbid the submission.

Council Member Herron said if they don't start giving tax breaks for the lower income residents, the City will have nothing. She said that she was tired of seeing the low income residents living in poor conditions.

Council Member Lyons reminded everyone that this was a public hearing and the Council Members could speak during the discussion period.

Council Member Brown asked if there was anyone who wished to speak to the Council on this item. Hearing none, he closed the public hearing on the 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) at 7:30 p.m.

110-19 Public Hearing re: Resolution Authorizing a Tax Incentive Development Agreement for Windward Commons located at 20 Johnson Street.

Council Member Brown opened the public hearing at 7:31 p.m. He asked anyone who wished to speak to the Council on this item and gave the instructions for unmuting their device. There was no response. Council Member Brown asked two more times. Hearing none, he closed the public hearing on the Resolution Authorizing a Tax Incentive Development Agreement for Windward Commons located at 20 Johnson Street at 7:32 p.m.

APPROVAL OF CITY COUNCIL MINUTES:

May 4, 2020 & May 18, 2020

****COUNCIL MEMBER BRANTLEY MOVED MAY 4, 2020 & MAY 18, 2020**

**** COUNCIL MEMBER SILVA SECONDED.**

Council Member Pereira said that she had submitted corrections to the City Clerk for the May 4, 2020 meeting.

**** COUNCIL MEMBER PEREIRA MOVED TO AMEND THE MAY 4, 2020 MINUTES AS FOLLOWS:**

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 HOMEOWNERS 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 BOUT 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 BRANTLEY SECONDED.**

**** THE MOTION TO AMEND THE MAY 4, 2020 MINUTES PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER BRANTLEY APPROVE THE MINUTES OF MAY 4, 2020 AND MAY 18, 2020 AS AMENDED.**

**** COUNCIL MEMBER SILVA SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF MAY 4, 2020 AND MAY 18, 2020 AS AMENDED PASSED UNANIMOUSLY.**

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

126-19 Request from OPED to Order a Public Hearing for July 6, 2020 at 7:00 p.m. re: Proposed Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of a Tax Incentive Development Agreement for 515 West Avenue).

127-19 Request from OPED to Order a Public Hearing for July 6, 2020 at 7:00 p.m. re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for 515 West Avenue.

**** COUNCIL MEMBER BRANTLEY MOVED TO ORDER PUBLIC HEARINGS ON THE FOLLOWING TWO AGENDA ITEMS:**

126-19 REQUEST FROM OPED TO ORDER A PUBLIC HEARING FOR JULY 6, 2020 AT 7:00 P.M. RE: PROPOSED RESOLUTION MAKING FINDINGS PER CONNECTICUT CITY AND TOWN DEVELOPMENT ACT (PRECURSOR TO CONSIDERATION OF A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR 515 WEST AVENUE).

127-19 REQUEST FROM OPED TO ORDER A PUBLIC HEARING FOR JULY 6, 2020 AT 7:00 P.M. RE: PROPOSED RESOLUTION AUTHORIZING A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR 515 WEST AVENUE.

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira said that Mr. Gill and Mr. Coleman had submitted an executive summary but did not include what the market rate should be.

Council Member Taylor-Moye stated that she would be abstaining on both of the items.

**** THE MOTION TO SCHEDULE PUBLIC HEARINGS FOR AGENDA ITEMS 126-19 AND 127-19 PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, BROWN, BRANTLEY, HERRON, DEFILIPPO, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, PEREIRA, SULIMAN, MARTINEZ AND NEWTON) THE ONE (1) ABSTENTION (TAYLOR-MOYE).**

ITEMS FOR IMMEDIATE CONSIDERATION:

114-19 Communication from Central Grants re: Grant Submission: U.S. Department of Transportation Federal Aviation Administration (FAA) – Airport Improvement Program (AIP) – Snow Removal Equipment, FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER BRANTLEY MOVED AGENDA ITEM 114-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION (FAA) – AIRPORT IMPROVEMENT PROGRAM (AIP) – SNOW REMOVAL EQUIPMENT, FOR IMMEDIATE CONSIDERATION.**

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

**** COUNCIL MEMBER PEREIRA MOVED TO AMEND THE ITEMS FOR IMMEDIATE CONSIDERATION TO INCLUDE THREE OTHER ITEMS:**

119-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PORT SECURITY GRANT PROGRAM (#21388, #21389, #21390, # 21392 & #21393), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

120-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FY 2019 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM (AFG) OPERATIONS AND SAFETY (#20210), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

121-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CONNECTICUT DEPARTMENT OF EMERGENCY MANAGEMENT & HOMELAND SECURITY (CTDEMHS) MOA FOR THE STATE HOMELAND SECURITY GRANT PROGRAM (FY17-FY22), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

Council Member Taylor-Moye said that as one of the Public Safety and Transportation Co-chairs, she felt the items should go through the Public Safety and Transportation Committee for consideration.

**** COUNCIL MEMBER ROMAN-CHRISTY SECONDED.**

Council Member Burns said that he wished to clarify whether they had combined the three items into the vote. He said that the three additional items were listed to be referred to committee and felt they should be sent there.

Council Member Lyons said that she understood the importance of the items coming up on Public Safety, but these grants did not need immediate consideration. Previously, the Council tried to avoid having many items for Immediate Consideration. She said that she agreed with her Co-chair Council Member Taylor-Moye about doing this according to the Council Rules.

Council Member Brantley asked if there should be a roll call vote.

Council Member McBride-Lee said that it was important to respect the Chairs and not talk over them.

Council Member Pereira said that Public Safety had a large agenda but that they have an issue about the Police Department. There are concerns and issues about policing issues in Bridgeport. She gave the details of the grants. This will allow the next meeting to be focused solely on the police issues.

Council Member Taylor-Moye said that she wanted to continue with the process that the Council follows. In the past, she said that she had sat in the Committee meetings for hours to hear out people's concerns. Council Member Taylor-Moye said that she did not want to set a precedence.

Council Member Lyons said that two of the grants were for 1 million dollars each and if they change the procedures now, they will start doing it again when the Council meets in person. She agreed with Co-chair Council Member Taylor-Moye.

Council Member Brantley asked if there would be a roll call vote on the matter. She said that there was additional information to include to the items to be discussed in Committee.

Council Member Newton pointed out that each Committee chair is different. He said that both Chairs of the committee agreed that they wanted it on their agenda.

**** THE MOTION TO AMEND THE ITEMS FOR IMMEDIATE CONSIDERATION TO INCLUDE THE THREE FOLLOWING ITEMS:**

119-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PORT SECURITY GRANT PROGRAM (#21388, #21389, #21390, # 21392 & #21393), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

120-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FY 2019 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM (AFG) OPERATIONS AND SAFETY (#20210), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

121-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CONNECTICUT DEPARTMENT OF EMERGENCY MANAGEMENT & HOMELAND SECURITY (CTDEMHS) MOA FOR THE STATE HOMELAND SECURITY GRANT PROGRAM (FY17-FY22), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

FAILED TO PASS WITH FIVE (5) IN FAVOR (MCCARTHY, PEREIRA, MARTINEZ, BROWN AND SULIMAN) AND FOURTEEN (14) OPPOSED (BURNS, CRUZ, TAYLOR-MOYE, BRANTLEY, DEFILIPPO, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, AND NEWTON).

Council Member Pereira asked why buying a snowplow was an urgent health item. Ms. DeJesus said that it was a draft and will be corrected.

**** THE MOTION TO WAIVE REFERRAL TO COMMITTEE FOR AGENDA ITEM 114-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION (FAA) – AIRPORT IMPROVEMENT PROGRAM (AIP) – SNOW REMOVAL EQUIPMENT, FOR IMMEDIATE CONSIDERATION PASSED UNANIMOUSLY.**

116-19 Resolution presented by Council Member(s) Pereira, Cruz, Brown & Martinez re: Proposed resolution regarding Bridgeport Police Department Ban on All Choke and Knee Holds, FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER BRANTLEY MOVED AGENDA ITEM 116-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) PEREIRA, CRUZ, BROWN & MARTINEZ RE: PROPOSED RESOLUTION REGARDING BRIDGEPORT POLICE DEPARTMENT BAN ON ALL CHOKE AND KNEE HOLDS, FOR IMMEDIATE CONSIDERATION**

**** COUNCIL MEMBER PEREIRA SECONDED.**

Council Member Newton said that there was written correspondence from Atty. Bohannon, the Police Department has already banned these practices.

Council Member Herron said that it was a policy.

Council Member Vizzo-Paniccia said that it was passed by the Police Commission and the Department a number of years ago and it would only be used in emergencies. Council Member Newton said that Council Member Pereira's item would ban the use of the holds.

Council Member Pereira said that she had read the City Charter and had asked for a legal opinion. She said that Council Member Newton had contacted Atty. Bohannon and she was troubled by Atty. Bohannon's response. She said that she was offended by the fact that item described someone as a fleeing "felon". That is for the courts to decide.

Council Member Pereira directed everyone to review the use of knee holds. There is no ban on choke holds or knee holds in the posted Policies and Procedures. This is not something they should be condoning.

Council Member Pereira said that Atty. Bohannon had said this was passed in 2018, but Council Member Pereira had checked the agendas and minutes. It was not in the agendas or minutes.

Council Member Pereira said that the Council was to appoint four members to the Police Commissioner in December of 2019 and they did not do so. She wanted to know how the Commission was operating lawfully without the appointments. Atty. Anastasi said that the City Charter allows the Commissioners to remain on the Board until a successor was appointed, the member continues to serve. Council Member Pereira said that this was a conflict between the City Charter. Discussion followed.

Atty. Anastasi said that the current policies follow State regulations and POST regulations for the use of deadly force. He pointed out that choke holds were used to incapacitate rather than kill. Eliminating choke holds and knee holds would give the officers alternative uses of force such as a firearm or taser.

Council Member Brantley said that Atty. Anastasi was correct in that the officers could move from tasers or choke holds to the use of firearms. She asked how much authority the Council has in terms of Police policy.

Council Member Brantley suggested that there should be a discussion regarding possibly not paying for legal fees for officers who do not adhere to policy. As a taxpayer, she was tired of paying for the damages for officers who are guilty of misconduct. This need to be discussed in Public Safety and there is some serious work that needs to be done. They do not want to defund the Police Department, but they also do want the residents not to be in fear for their lives.

Council Member McCarthy said that Council Member Newton had made the points for him.

Council Member Herron said that this was for immediate consideration and would not be going to Committee for discussion. She asked for clarification.

Council Member Pereira said that this was strictly for the Police Commission to change policy. She spoke about the Supreme Court decision earlier in the day regarding immunity. Governor Lamont has been called on to address this item.

Council Member Pereira spoke about the definition of deadly force. She said that she was concerned that the officers had many reasons to use deadly force. This amendment was to tell the Police Commission that the Council would like to have this banned.

Council Member Cruz said that he supports the resolution and was against the no knock warrants. There needs to be changes regarding policies. There are residents that have underlying medical issues and choke holds could kill them.

Council Member Cruz spoke about the fact that the Police have qualified immunity. He then spoke about a recent no knock raid on the wrong address and the resulting death.

Council Member Newton said that the Mayor had re-appointed some of Police Commissioners during his first term in 2018 or 2019.

Council Member Newton said that are symbolic gestures that the Council can give. But the Federal and State Government have to change their laws. This will send a message. Council Member Newton asked his colleagues to support this item.

Council Member Silva said that he did not agree with an officer using force after the suspect is in hand cuffs. This won't stop the problem. If this is the starting point, he was all for it.

Council Member Lyons said that she would be abstaining from the vote. She also named another Commissioner that had been reappointed.

Council Member Roman-Christy called the question.

**** THE MOTION TO WAIVE REFERRAL TO COMMITTEE FOR AGENDA ITEM 116-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) PEREIRA, CRUZ, BROWN & MARTINEZ RE: PROPOSED RESOLUTION REGARDING BRIDGEPORT POLICE DEPARTMENT BAN ON ALL CHOKE AND KNEE HOLDS, FOR IMMEDIATE CONSIDERATION PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, DEFILIPPO,**

HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, PEREIRA, SULIMAN, MARTINEZ, AND NEWTON) AND ONE (1) ABSTENTION (LYONS).

Council Member Newton asked that his name be added as a co-sponsor to Agenda Item 119-19.

Atty. Anastasi said that they still have to take a vote on approving Agenda Item 116-19. The first vote the Council had taken was to waive the referral to Committee.

**** COUNCIL MEMBER BRANTLEY MOVED TO APPROVE AGENDA ITEM 114-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION (FAA) – AIRPORT IMPROVEMENT PROGRAM (AIP) – SNOW REMOVAL EQUIPMENT, FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEM 114-19 PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER BRANTLEY MOVED TO APPROVE AGENDA ITEM 116-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) PEREIRA, CRUZ, BROWN & MARTINEZ RE: PROPOSED RESOLUTION REGARDING BRIDGEPORT POLICE DEPARTMENT BAN ON ALL CHOKE AND KNEE HOLDS, FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER ROMAN-CHRISTY SECONDED.**

**** COUNCIL MEMBER BRANTLEY MOVED TO ADD MORE SPONSORS TO THE ITEM:**

COUNCIL MEMBER MCCARTHY, COUNCIL MEMBER BRANTLEY, COUNCIL MEMBER NEWTON, COUNCIL MEMBER MCBRIDE-LEE, COUNCIL MEMBER CRUZ, COUNCIL MEMBER SILVA, COUNCIL MEMBER HERRON, COUNCIL MEMBER CASTILLO, COUNCIL MEMBER TAYLOR-MOYE, COUNCIL MEMBER SULIMAN, COUNCIL MEMBER BURNS, AND COUNCIL PRESIDENT NIEVES

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Lyons said that she would be abstaining.

**** THE MOTION TO APPROVE AGENDA ITEM 116-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) PEREIRA, CRUZ, BROWN & MARTINEZ RE: PROPOSED RESOLUTION REGARDING BRIDGEPORT POLICE DEPARTMENT BAN ON ALL CHOKE AND KNEE HOLDS, FOR IMMEDIATE CONSIDERATION PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, DEFILIPPO, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, PEREIRA, SULIMAN, MARTINEZ, AND NEWTON) AND ONE (1) ABSTENTION (LYONS).**

Council Member Vizzo-Paniccia said that she would like to change her earlier vote and stated she was opposed to Agenda Item 116-19 and wanted the item to go to committee.

**** THE MOTION TO WAIVE REFERRAL TO COMMITTEE FOR AGENDA ITEM 116-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) PEREIRA, CRUZ, BROWN & MARTINEZ RE: PROPOSED RESOLUTION REGARDING BRIDGEPORT POLICE DEPARTMENT BAN ON ALL CHOKE AND KNEE HOLDS, FOR IMMEDIATE CONSIDERATION PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, DEFILIPPO, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, PEREIRA, SULIMAN, MARTINEZ, AND NEWTON), ONE (1) OPPOSED (VIZZO-PANICCIA) AND ONE (1) ABSTENTION (LYONS).**

117-19 Communication from Central Grants re: Grant Submission: State of Connecticut Office of Policy and Management – Criminal Justice Policy and Planning Division Project Longevity Grant (#21351), FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER BRANTLEY MOVED TO WAIVE REFERRAL TO COMMITTEE FOR AGENDA ITEM 117-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT – CRIMINAL JUSTICE POLICY AND PLANNING DIVISION PROJECT LONGEVITY GRANT (#21351), FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira asked if they had received any report regarding the effectiveness of the program. The State requires a report but they do not issue a report on their findings. Council Member Pereira repeated her question about the effectiveness of the program.

Ms. DeJesus said that she did not have that information. The City pays subcontractors for this.

Council Member Cruz said that he thought that Project Longevity were doing a great job but wanted to know why the Council has to approve the grant.

Ms. DeJesus said that the State requires this and wants the funds to be allocated through the municipalities. The City acts as a fiduciary.

Council Member Cruz said that he has an issue with the City acting as a fiduciary. However, in the spirit of fairness, the City should not be acting as a fiduciary for anyone. He said that he was uncomfortable with this practice.

Ms. DeJesus said that the program was run through the U.S. Attorney's Office. Council Member Cruz said that he respects it, but repeated that the City should not be acting as a fiduciary for anyone.

Council Member Newton said that the City of Bridgeport acts as a fiduciary for many other State and Federal grants. This has to do with the State and Federal guidelines and requirements. This

process ensures that the money is spent appropriately and that the record keeping is done correctly.

Council Member Brantley said that there were many State and Federal grants were set up this way and there were employment opportunities involved also.

Council Member Vizzo-Paniccia said that in the past, the Council had received reports on Project Longevity and it was beneficial. The City has the resources to administer the grant funding.

**** THE MOTION TO WAIVE REFERRAL TO COMMITTEE FOR AGENDA ITEM 117-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT – CRIMINAL JUSTICE POLICY AND PLANNING DIVISION PROJECT LONGEVITY GRANT (#21351), FOR IMMEDIATE CONSIDERATION PASSED UNANIMOUSLY.**

118-19 Communication from Central Grants re: Grant Submission: State of Connecticut Secretary of the State – Computer Equipment Grant, FOR IMMEDIATE CONSIDERATION.

Ms. DeJesus said that it was important to execute the part of the program. She said that it would help upgrade the equipment in the Registrar's office for the upcoming federal election.

Council Member Burns gave some background information. Discussion followed about the details of the grant application. Council Member Burns said that he felt that this was a good step forward for the City.

Ms. DeJesus said that the Registrar's Office was working on an additional grant application with the CAO's office.

**** COUNCIL MEMBER BURNS MOVED TO WAIVE REFERRAL TO COMMITTEE FOR AGENDA ITEM 118-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT SECRETARY OF THE STATE – COMPUTER EQUIPMENT GRANT, FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

112-19 Communication from Tax Collector re: Municipal Suspense Tax Book, referred to Budget and Appropriations Committee.

119-19 Communication from Central Grants re: Grant Submission: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program (#21388, #21389, #21390, # 21392 & #21393), referred to Public Safety and Transportation Committee.

120-19 Communication from Central Grants re: Grant Submission: Department of Homeland Security Federal Emergency Management Agency (FEMA) FY 2019 Assistance to Firefighters Grant Program (AFG) Operations and Safety (#20210), referred to Public Safety and Transportation Committee.

121-19 Communication from Central Grants re: Grant Submission: Connecticut Department of Emergency Management & Homeland Security (CTDEMHS) MOA for the State Homeland Security Grant Program (FY17-FY22), referred to Public Safety and Transportation Committee.

122-19 Communication from Central Grants re: Grant Submission: National Fish and Wildlife Foundation – Long Island Sound Futures Fund – Johnson Creek (#21614), referred to Economic and Community Development and Environment Committee.

123-19 Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreational Activities Program (#21533), referred to Economic and Community Development and Environment Committee.

124-19 Communication from Central Grants re: Grant Submission: Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Program (#21270), referred to Economic and Community Development and Environment Committee.

125-19 Communication from Central Grants re: Grant Submission: CT Department of Agriculture – FY2020 Farm Viability Grant, referred to Economic and Community Development and Environment Committee.

126-19 Communication from OPED re: Proposed Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of a Tax Incentive Development Agreement for 515 West Avenue), referred to Joint Committee on Economic and Community Development and Environment and Contracts.

127-19 Communication from OPED re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for 515 West Avenue, referred to Joint Committee on Economic and Community Development and Environment and Contracts.

**** COUNCIL MEMBER PEREIRA CONSOLIDATE AND REFER THE FOLLOWING ITEMS TO THE APPROPRIATE COMMITTEES:**

112-19 COMMUNICATION FROM TAX COLLECTOR RE: MUNICIPAL SUSPENSE TAX BOOK, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

119-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PORT SECURITY GRANT

PROGRAM (#21388, #21389, #21390, # 21392 & #21393), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

120-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FY 2019 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM (AFG) OPERATIONS AND SAFETY (#20210), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

121-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CONNECTICUT DEPARTMENT OF EMERGENCY MANAGEMENT & HOMELAND SECURITY (CTDEMHS) MOA FOR THE STATE HOMELAND SECURITY GRANT PROGRAM (FY17-FY22), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

122-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: NATIONAL FISH AND WILDLIFE FOUNDATION – LONG ISLAND SOUND FUTURES FUND – JOHNSON CREEK (#21614), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

123-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON AGING (SWCAA) – TITLE III FUNDING OLDER AMERICANS ACT GRANT PROGRAM – BRIDGEPORT SENIOR CENTER RECREATIONAL ACTIVITIES PROGRAM (#21533), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

124-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: SOUTHWESTERN CONNECTICUT AGENCY ON AGING (SWCAA) – TITLE III FUNDING OLDER AMERICANS ACT GRANT PROGRAM – ELDERLY HISPANIC PROGRAM (#21270), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

125-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: CT DEPARTMENT OF AGRICULTURE – FY2020 FARM VIABILITY GRANT, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

126-19 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION MAKING FINDINGS PER CONNECTICUT CITY AND TOWN DEVELOPMENT ACT (PRECURSOR TO CONSIDERATION OF A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR 515 WEST AVENUE), REFERRED TO JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS.

127-19 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR 515 WEST AVENUE, REFERRED TO JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS.

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

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

113-19 Resolution presented by Council Member(s) Martinez, Newton, McCarthy, Cruz, Taylor-Moye, Brantley, Herron, Roman-Christy, Castillo, Silva, Nieves, Valle & Pereira re: Proposed resolution condemning police brutality evidenced in the George Floyd death and other recent incidents across the country and support for taking necessary steps to change the culture to prevent similar occurrences, referred to Public Safety and Transportation Committee.

115-19 Resolution presented by Council Member(s) Pereira & Co-Sponsor Martinez re: Proposed resolution regarding Bridgeport Police Department Training, Reforms and Accountability, referred to Public Safety and Transportation Committee.

**** COUNCIL MEMBER ROMAN-CHRISTY MOVED TO REFER THE FOLLOWING AGENDA ITEMS TO THE APPROPRIATE BOARDS AND COMMITTEES:**

113-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) MARTINEZ, NEWTON, MCCARTHY, CRUZ, TAYLOR-MOYE, BRANTLEY, HERRON, ROMAN-CHRISTY, CASTILLO, SILVA, NIEVES, VALLE & PEREIRA RE: PROPOSED RESOLUTION CONDEMNING POLICE BRUTALITY EVIDENCED IN THE GEORGE FLOYD DEATH AND OTHER RECENT INCIDENTS ACROSS THE COUNTRY AND SUPPORT FOR TAKING NECESSARY STEPS TO CHANGE THE CULTURE TO PREVENT SIMILAR OCCURRENCES, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

115-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) PEREIRA & CO-SPONSOR MARTINEZ RE: PROPOSED RESOLUTION REGARDING BRIDGEPORT POLICE DEPARTMENT TRAINING, REFORMS AND ACCOUNTABILITY, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

Council Member Pereira said that she had an amendment for Agenda Item 115-19.

**** COUNCIL MEMBER ROMAN-CHRISTY WITHDREW HER PREVIOUS MOTION TO REFER BOTH ITEMS AND MOVED TO REFER AGENDA 113-19 TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO REFER AGENDA ITEM 113-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) MARTINEZ, NEWTON, MCCARTHY, CRUZ, TAYLOR-MOYE, BRANTLEY, HERRON, ROMAN-CHRISTY, CASTILLO, SILVA, NIEVES, VALLE & PEREIRA RE: PROPOSED RESOLUTION CONDEMNING POLICE BRUTALITY EVIDENCED IN THE GEORGE FLOYD DEATH AND OTHER RECENT INCIDENTS ACROSS THE COUNTRY AND SUPPORT FOR TAKING NECESSARY STEPS TO CHANGE THE CULTURE TO PREVENT SIMILAR OCCURRENCES, TO THE PUBLIC SAFETY AND TRANSPORTATION COMMITTEE PASSED UNANIMOUSLY.**

115-19 Resolution presented by Council Member(s) Pereira & Co-Sponsor Martinez re: Proposed resolution regarding Bridgeport Police Department Training, Reforms and Accountability, referred to Public Safety and Transportation Committee.

**** COUNCIL MEMBER PEREIRA MOVED TO REFER AGENDA ITEM 115-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) PEREIRA & CO-SPONSOR MARTINEZ RE: PROPOSED RESOLUTION REGARDING BRIDGEPORT POLICE DEPARTMENT TRAINING, REFORMS AND ACCOUNTABILITY, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.**

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Pereira said she will send her amendment to the Council Members. She added that there had been a number of items that had happened in various other states. She spoke about a broad agenda item and did not want this done in a vacuum. She would like to hear from residents, the police and everyone should work together.

**** THE MOTION TO REFER AGENDA ITEM 115-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) PEREIRA & CO-SPONSOR MARTINEZ RE: PROPOSED RESOLUTION REGARDING BRIDGEPORT POLICE DEPARTMENT TRAINING, REFORMS AND ACCOUNTABILITY, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, DEFILIPPO, HERRON, VIZZO-PANICCIA MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, PEREIRA, SULIMAN, MARTINEZ, AND NEWTON) AND ONE (1) ABSTENTION (LYONS).**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***91-19 Contracts Committee Report re: Software License and Support Agreement with EPR Systems USA Inc. regarding a Software Package called EPR FireWorks for the Fire Department**

***98-19 Education and Social Services Committee Report re: Grant Submission: School Construction Project Application for State Grants and the Initiation of Design for Underground Oil Tank Removal Projects at the following schools; JFK Campus, Read, John Winthrop, Park City Magnet, Wilbur Cross and Columbus.**

Council Member Brown asked if any Council Member wished to have an item removed from the Consent Calendar. There was no response.

City Clerk Martinez read the Consent Calendar into the record.

**** COUNCIL MEMBER CRUZ MOVED TO APPROVE THE FOLLOWING ITEMS AS THE CONSENT CALENDAR:**

***91-19 CONTRACTS COMMITTEE REPORT RE: SOFTWARE LICENSE AND SUPPORT AGREEMENT WITH EPR SYSTEMS USA INC. REGARDING A SOFTWARE PACKAGE CALLED EPR FIREWORKS FOR THE FIRE DEPARTMENT**

***98-19 EDUCATION AND SOCIAL SERVICES COMMITTEE REPORT RE: GRANT SUBMISSION: SCHOOL CONSTRUCTION PROJECT APPLICATION FOR STATE GRANTS AND THE INITIATION OF DESIGN FOR UNDERGROUND OIL TANK REMOVAL PROJECTS AT THE FOLLOWING SCHOOLS; JFK CAMPUS, READ, JOHN WINTHROP, PARK CITY MAGNET, WILBUR CROSS AND COLUMBUS.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON:

96-19 Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Title 10 – Vehicles and Traffic, amend Chapter 10.16 – Parking.

**** COUNCIL MEMBER PEREIRA MOVED TO APPROVE AGENDA ITEM 96-19 ORDINANCE COMMITTEE REPORT RE: AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, TITLE 10 – VEHICLES AND TRAFFIC, AMEND CHAPTER 10.16 – PARKING.**

**** COUNCIL MEMBER NEWTON SECONDED.**

Council Member Lyons said she would be abstaining from this item. She said that they don't have the authority to change the amendment and read the charge for the Bridgeport Police Commission.

Council Member Pereira said she had brought this up and noted the Parking officers would have to be transferred to the Police from Public Facilities. She said that it was disturbing to her that it was transferred to Public Facilities in the first place and she believed it should be transferred back to the Police.

Council Member Burns said that [inaudible] work through OPM on moving this department back to the Police Department.

Council Member Newton said when this discussion was held in the Budget Committee, Mr. Nkwo said that it would only require a line item change. The Council would only have to approve the move.

Council Member Newton said that it never should have been moved to Public Works. The Seniors were also moved back to the Health Department. He said that he did not understand why this had to be a special meeting with Budget and Appropriations to move the department. This was the same process that was done previously and Council Member Newton did not know why it had to be so complicated. Council Member Vizzo-Paniccia concurred.

Council Member Burns said he and Co-chair DeFilippo would contact Mr. Nkwo about the line item transfer.

Council Member McCarthy asked about the Police budget. This transfer would add some revenue to the Police Department. He asked if there was a way to keep the revenue in the General Fund. Council Member Newton said that he believed that when the Police had the group in their budget, the funds went to the General Fund.

Council Member Pereira asked for clarification on the line item transfer. Council Member Newton said that it was his understanding that this type of situation would be just a line item transfer. This is not the first time they have done this. Council Member Pereira said that she wanted it done correctly.

Council Member Valle asked Council Member Newton for clarification about the parking meter officers being transferred to the Police Department. She also mentioned a staff member who had been working on collecting the fines. She said that she did not want people to lose their jobs. Council Member Newton said that the parking officers would not lose their jobs, it would just be moved to the Police Department.

Council Member Cruz said that it sounds like there was some confusion and this should be discussed. He said that he was happy to hear they would keep the same employees. The Police Department supervised the department originally and they transferred the department to Parks.

Council Member Newton said that the reason that they were transferred from the Police Department was because of politics. He said that a Public Works staff member had the parking meter officers ticket the Council Member he disagreed with. The parking meter officers should not be in Public Works.

**** THE MOTION TO APPROVE AGENDA ITEM 96-19 ORDINANCE COMMITTEE REPORT RE: AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, TITLE 10 – VEHICLES AND TRAFFIC, AMEND CHAPTER 10.16 – PARKING FAILED TO PASS WITH EIGHT (8) IN FAVOR (BURNS, MCCARTHY, HERRON, SILVA, NIEVES, PEREIRA, SULIMAN AND NEWTON); TEN (10) OPPOSED (CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, DEFILIPPO, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO AND VALLE) AND ONE (1) ABSTENTION (LYONS).**

There was some confusion regarding the results of the roll call vote, so a second roll call vote was taken.

**** THE MOTION TO APPROVE AGENDA ITEM 96-19 ORDINANCE COMMITTEE REPORT RE: AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, TITLE 10 – VEHICLES AND TRAFFIC, AMEND CHAPTER 10.16 – PARKING FAILED TO PASS WITH EIGHT (8) IN FAVOR (BURNS, MCCARTHY, HERRON, SILVA, NIEVES, PEREIRA, SULIMAN AND NEWTON); TEN (10) OPPOSED (CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, DEFILIPPO, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO AND VALLE) AND ONE (1) ABSTENTION (LYONS).**

16-19 Contracts Committee Report re: Resolution for the Development of a Policy for Early Inclusion of the City Council in the Collective Bargaining Process.

**** COUNCIL MEMBER NEWTON MOVED AGENDA ITEM 16-19 CONTRACTS COMMITTEE REPORT RE: RESOLUTION FOR THE DEVELOPMENT OF A POLICY FOR EARLY INCLUSION OF THE CITY COUNCIL IN THE COLLECTIVE BARGAINING PROCESS.**

**** COUNCIL MEMBER SILVA SECONDED.**

Council Member Newton said this would give the Contracts Committee the opportunity to have input on the contracts that were coming up for negotiation. This will also let the unions realize that the Council has some issues that they have discussed with Labor Relations Department.

Council Member Burns said he was on the Committee when this was first discussed. This would also include contracts beyond the collective bargaining. This is a first step. He added that Atty. Anastasi had provided some language that was not included. That language should be sent to the Miscellaneous Matters Committee for consideration before the next Council Agenda.

Council Member Pereira said they had only amended one sentence. This item can't be voted on tonight.

Atty. Anastasi said the Council Rules require it to be presented to the Council and voted on in July. A copy of the letter from Atty. Anastasi was displayed on the screen.

Council Member Pereira said that when it was discussed in Committee, she had suggested that Labor Relations notify the Council Committee and be notified 90 days before the discussion starts. Council Member Pereira said that she would like to have the notification moved back to 6 months. She listed her reasons.

**** COUNCIL MEMBER PEREIRA MOVED TO AMEND AGENDA ITEM 16-19 BY CHANGING THE NOTIFICATION TIME FROM 90 DAYS TO 180 DAYS.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Burns raised the point that the document had not been included in the Council packet. The Council Rules indicates that it should go to the Miscellaneous Matters Committee before making any major changes.

Council Member Roman-Christy said that even though she was not on the Committee, Atty. Anastasi had indicated that this would not apply to all bargaining unit.

Atty. Anastasi said that he had sent an email to the Co-chairs about Council Rule 13, the item would not need to go back to Committee if there was a 2/3rd vote at the meeting.

Council Member Newton said the resolution would include all the contracts going through Labor. Discussion followed.

**** THE MOTION TO AMEND AGENDA ITEM 16-19 BY CHANGING THE NOTIFICATION TIME FROM 90 DAYS TO 180 DAYS PASSED WITH FIFTEEN (15) IN FAVOR (MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, MCBRIDE-LEE, CASTILLO, VALLE, NIEVES, SILVA, PEREIRA, SULIMAN AND NEWTON) AND FOUR (4) OPPOSED (VIZZO-PANICCIA, ROMAN-CHRISTY, LYONS AND BURNS).**

82-19 Contracts Committee Report re: Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Robert Whitbread having or soon to attain the age of sixty-five years or more to remain employed by the City for another year.

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

**** COUNCIL MEMBER SILVA SECONDED.**

Council Member Vizzo-Paniccia said that this was not the first time that Mr. Whitbread's request was before the Council. She said that she would be voting against the item.

Council Member Pereira asked that they be informed when an individual comes before the Council a second or third time.

Council Member Valle asked for a roll call. Council Member Newton agreed.

Council Member Castillo said that the firefighters had to take a medical exam and that the Council should be considerate towards these firefighters' dedication. They also train the younger firefighters.

Council Member Vizzo-Paniccia said that it had nothing to do with training. She had previously asked them to put down their techniques in writing. Mr. Whitbread was not an active firefighter and works in the office.

Council Member Cruz said that he did not know this was Mr. Whitbread's second request. It is counterproductive for someone who was just working in the office. He said that he would challenge the firefighters to a hand ball game.

Council Member Herron said that the applicants have to pass the same physical exams for the new candidates. These officers are supervisors. She pointed out that there were City employees that were in their 70's and no one complains.

Council Member Taylor-Moye said that she would be voting yes. If they can pass the test and are capable, they should be able to stay on the jobs. The new recruits should be on the trucks and learning the job, not in the office.

Council Member Pereira said that the firefighters don't take the CPAT test. She said that the State requires the judges to retire at age 70. She said that she would not be voting in support of the item. The State law allows them to vote it down. Chief Thode is against it and Council Member Pereira will be voting against it.

Council Member Cruz said that he would be supporting this but felt that they needed to look at the contract. He said that he was uncomfortable with this but would be supporting this.

Council Member Pereira left the meeting.

**** THE MOTION TO APPROVE AGENDA ITEM 82-19 CONTRACTS COMMITTEE REPORT RE: REQUEST BY THE FIRE CHIEF PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT ROBERT WHITBREAD HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN EMPLOYED BY THE CITY FOR ANOTHER YEAR ELEVEN (11) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, CASTILLO, SILVA AND SULIMAN) AND FIVE (5) OPPOSED (VIZZO-PANICCIA, NIEVES, VALLE, ROMAN-CHRISTY AND NEWTON).**

109-19 Joint Committee on Economic and Community Development and Environment and Contracts Report re: 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 Joint Committee on Economic and Community Development and Environment and Contracts Report re: Resolution Authorizing a Tax Incentive Development Agreement for Windward Commons located at 20 Johnson Street.

**** COUNCIL MEMBER HERRON MOVED TO COMBINE AND APPROVE THE FOLLOWING TWO ITEMS:**

109-19 JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS REPORT RE: 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 JOINT COMMITTEE ON ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT AND CONTRACTS REPORT RE: RESOLUTION AUTHORIZING A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR WINDWARD COMMONS LOCATED AT 20 JOHNSON STREET

**** COUNCIL MEMBER MCCARTHY SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEMS 109-19 AND 110-19 PASSED UNANIMOUSLY.,**

Council Member Vizzo-Paniccia left the meeting at 10:45 p.m.

Council President Nieves said that there was a group chat going about the protestors at the Police Department. The protestors want a meeting with the Council. The protestors want to be heard and have been peaceful. [Inaudible] have the conversation. This is a hard conversation and it needs to be equitable. The protestors want an audience with the Council.

**** COUNCIL PRESIDENT NIEVES MOVED TO SCHEDULE AN IN PERSON PUBLIC HEARING ON THURSDAY, JUNE 18TH AT 5:30 P.M.**

Council Member Taylor-Moye said that she would be willing to listen, but before there are demands, there has to be dialog. She asked what they would be discussing. She asked if they would be answering questions or if the Council would just be listening.

Council President Nieves said that this request was phased as a "demand" but Council President Nieves said that there were things that were part of contracts and the Council does not have authority over item. This is a public hearing for suggestions from the young people. Discussion followed.

Council Member Castillo said that he had been receiving calls for Chief Perez to be fired from all over the State and some from New York State. He said that he was concerned that the young people were being used by other people.

Council President Nieves said that the hearing would only be for Bridgeport residents. She has also been getting calls and they are calling to talk with the Council. She said they would be working out the details. She said she wants it to happen with the best intentions. The Police Department, the administration and the Council all have to be part of the conversation.

Council Member Cruz said he had received some emails from people who were not Bridgeport residents. He said that what happened to Jayson Negron was terrible.

Council Member Cruz said he had worked as a community organizer in Massachusetts for six years and that he did not like the idea of the calls for “demands”. There are many black and brown people dying in Bridgeport – and some of them died at the hands of other residents, others from overdoses or gun violence and others from homelessness. He said that he has to think about all those who have died in Bridgeport streets and there was no police involvement. What are they going to do about the drug violence, the gun violence and the homelessness? They are manipulating these young people against the police. There are tragedies like George Floyd and others, but they also have to consider domestic abuse and drug violence.

**** COUNCIL MEMBER HERRON MOVED TO SUSPEND THE RULES TO ADD AN ITEM REGARDING THE SCHEDULING AN IN PERSON PUBLIC HEARING ON THURSDAY, JUNE 18TH AT 5:30 P.M.**

**** COUNCIL MEMBER VALLE SECONDED.**

Council Member McCarthy said that he was for meeting the protestors because they want change and he wants to change. There will be no change unless they vote the way their hearts tell them to vote and not the way the administration tells them to. He said that he feels safe enough to attend the meeting.

**** THE MOTION TO APPROVE SUSPENDING THE RULES TO ADD AN ITEM REGARDING THE SCHEDULING OF AN IN PERSON PUBLIC HEARING ON THURSDAY, JUNE 18TH AT 5:30 P.M.**

Council Member Pereira rejoined the meeting at 10:34 p.m.

Council Member Brantley asked if she was able to gauge whether the protestors would listen. Council President Nieves said that she believed so after having an hour and a half conversation with the leader. She said that she had told her that the speakers had to be Bridgeport residents, a Bridgeport organization or business owners and handled respectfully. They feel they have not been heard. Council President Nieves said that they have to have some type of solution. Ms. Jazmarie Melendez is the head of Justice for Jason.

Council President Nieves said that they would have to speak to the Health Director and Public facilities regarding a meeting venue.

Council Member Brantley said that she would be interested in the meeting but not if there is disrespect. She said that she had known Jason, which his sister denied. She said that her interactions with the protestors had not been positive.

Council Member Roman-Christy said that her statement was disrespecting the City by blocking off the streets and wanted to know how they could ignore the COVID-19 regulations. She wanted to know how they would find a place where these individuals would be able to gather without violating the COVID-19 regulations.

**** THE MOTION TO SCHEDULE AN IN PERSON PUBLIC HEARING ON THURSDAY, JUNE 18TH AT 5:30 P.M. PASSED UNANIMOUSLY.**

ADJOURNMENT

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

The meeting adjourned at 10:46 p.m.

Respectfully submitted,

Telesco Secretarial Services

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

Public Hearings will be held before the City Council of Bridgeport at a regular meeting to be held on **Monday evening, June 15, 2020** beginning at **7:00 p.m.**, relative to the following items listed below. The Public Hearings will be conducted by Zoom/Teleconference. The public may dial in to this meeting by calling the following conference line and then entering the conference code:

**Dial In Number: (929) 436 2866
Meeting ID: 381 083 245**

- 1.) Proposed Resolution Making Certain Findings required 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). **[109-19]**
- 2.) Proposed Resolution Authorizing a Tax Incentive Development Agreement for Windward Commons located at 20 Johnson Street. **[110-19]**

Attest:

Lydia N. Martinez
City Clerk

AD ENDS ABOVE LINE

Requires Certification

1 Edition, Connecticut Post:

PLEASE PUBLISH ON (Sunday, June 7, 2020)

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

Account #: 111171

PO: 20000495-00

Dated: June 3, 2020

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Public Hearings

June 3, 2020

Page 2 of 2

Ec: City Council Members
Mayor Joseph P. Ganim
J. Hawkins, CAO
J. Gomes, Assistant CAO
D. Shamas, Chief of Staff
T. Gaudett, Mayor's Aide
R. Christopher Meyer, City Attorney
M. Anastasi, Esquire,
E. Adams, Dir., Government Accountability & Integrity
T. Gill, Director, OPED
B. Coleman, Deputy Director, OPED
R. Pacacha, Esq. of Counsel to the City Attorney's Office



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: 114-19
Submitting Department / Central Grants Office
Contact Name Isolina DeJesus, Director
Subject: Grant Submission: U.S. Department of Transportation Federal Aviation
Administration (FAA) – Airport Improvement Program (AIP) – Snow Removal
Equipment.
Referred to Committee: Immediate Consideration
City Council Date: June 15, 2020

Attest:

Lydia N. Martinez, City Clerk

June 15, 2020

Date

Approved by:

Joseph P. Ganim, Mayor

Date

15 2020

20 JUN 22 AM 9:17

COMM. #114-19 Ref'd for IMMEDIATE CONSIDERATION on 06/15/2020

June 10, 2020

City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

**Re: Resolution – U.S. Department of Transportation Federal Aviation Administration (FAA) –
Airport Improvement Program (AIP) – Snow Removal Equipment**

Attached, please find a Grant Summary and Resolution for the **U.S. Department of Transportation
Federal Aviation Administration (FAA) – Airport Improvement Program (AIP) – Snow Removal
Equipment**

The application process for this solicitation is being fast tracked due to the public health emergency. We respectfully request that this be added as an item to the City Council's meeting agenda on Monday, June 15, 2020 for **IMMEDIATE CONSIDERATION** in order to execute necessary and required documents to ensure participation in the program.

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

Thank you,

Isolina DeJesus
Central Grants Office

2020 JUN 15 11:22



GRANT SUMMARY

PROJECT TITLE: U.S. Department of Transportation Federal Aviation Administration (FAA)
 – Airport Improvement Program (AIP) – Snow Removal Equipment

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 is seeking funding available to the Sikorsky Memorial Airport by the Federal Aviation Administration (FAA) through the Airport Improvement Program. The Airport is applying for a grant to replace its aging airfield snow blower and sweeper. These vehicles can no longer be maintained due to the costs and lack of available replacements parts in the market. The new vehicle has the proper attachments to perform both roles to complete snow/debris removal in accordance with FAA standards and to maintain compliance with airport lease agreements.

CONTRACT PERIOD: 2 years (TBD)

Federal:	\$ 584,503.20
State:	\$ 40,000
City:	\$ 24,944.80
Other:	\$

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 0
Equipment	\$ 584,503.20
Other:	\$ 0

MATCH REQUIRED		
	CASH	IN-KIND
Salaries/Benefits:	\$ 0	\$0
Equipment	\$ 64,944.80	\$0
Other:	\$0	\$0

A Resolution by the Bridgeport City Council

**Regarding the
U.S. Department of Transportation Federal Aviation Administration (FAA) – Airport
Improvement Program (AIP) – Snow Removal Equipment**

WHEREAS, the **U.S. Department of Transportation Federal Aviation Administration** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Airport Improvement Program – Snow Removal Program**; and

WHEREAS, the purpose of the grant program is to provide funding for a new vehicle to complete snow/debris removal; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **U.S. Department of Transportation Federal Aviation Administration – Airport Improvement Program – Snow Removal Equipment** to provide the airport with the necessary vehicle to complete snow/debris removal in accordance with FAA standards and to maintain compliance with the airport lease agreement.

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 Transportation Federal Aviation Administration** for the purpose of the **Airport Improvement Program – Snow Removal Equipment**.
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 Transportation Federal Aviation Administration** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program .



OFFICE OF THE CITY CLERK
RESOLUTION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: Item# 116-19
Submitted by Maria H. Pereira, 138th; Jorge Cruz, Sr., 131st; Marcus A. Brown, 132nd; Eneida L. Martinez
Councilmember(s): 139th; **M. Evette Brantley, 132nd; Jeanette Herron, D-133rd; Matthew McCarthy, D-130th; Mary McBride-Lee, 135th; Ernest Newton, D-139th; Avelino Silva, D-136th; Alfredo Castillo, D-136th; Denese Taylor-Moye, D-131st; Samia Suliman, D-138th; Scott Burns, D-130th; Aidee Nieves, D-137th (names in bold added from the floor on 6/15/2020)**
Subject: Proposed Resolution Ban on ALL Bridgeport Police Department Choke & Knee Holds
Referred to Committee: Immediate Consideration
City Council Date: June 15, 2020

(Amended from the floor on June 15, 2020 to add additional co-sponsor(s) as listed above)

WHEREAS, the majority of Bridgeport Police Officers are consummate, trained professionals dedicated to serving and protecting the residents of Bridgeport; and

WHEREAS, there has been a lack of trust and underlying tension between the Bridgeport Community and the Bridgeport Police Department for decades; and

WHEREAS, recent events between the Bridgeport police and Bridgeport residents has only served to exasperate an already tenuous relationship between the Bridgeport Police Department and those they are entrusted and legally bound to protect and serve; and

WHEREAS, the recent death of George Floyd and others at the hands of police officers has caused a worldwide uprising and condemnation over the brutality and murder of citizens perpetuated by trained police officers; and

WHEREAS, the Bridgeport Police Department must utilize reasonable forms of physical restraint without unintentionally and/or intentionally causing physical injury, harm, brutality or death; and

WHEREAS, we strongly urge the Bridgeport Police Commission to immediately codify the City Council's Resolution banning all forms of choke and knee holds in both the training provided and its documented policies & procedures; and

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that effective immediately, all Bridgeport Police Officers are to be banned from utilizing any form of choke and knee holds.

Please Note: Mayor Did Not Sign Report

ATTEST
CITY CLERK
RECEIVED
CITY CLERKS OFFICE
20 JUL - 8 PM 3: 56



OFFICE OF THE CITY CLERK
RESOLUTION FORM

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganim, Mayor

Date

Williams, Althea

From: Boyer, Mike
Sent: Thursday, June 11, 2020 10:52 AM
To: Ortiz, Frances; Pereira, Maria; Nieves, Aidee
Cc: Pettway, Lonnette; Williams, Althea
Subject: RE: Resolution for Immediate Consideration Banning BPD from Utilizing Choke/Knee Holds
Attachments: ImmediateConsideration Ban on ALL Choke & Knee Holds.docx; Council Press Release rev.pdf

Here's IC form, reflects those 3 who responded before end of day. @ Maria attached is press release mentioned in submissions, do you want it attached to resolutions?

From: Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>
Sent: Thursday, June 11, 2020 10:43 AM
To: Pereira, Maria <MPereira0667@yahoo.com>; Boyer, Mike <Mike.Boyer@Bridgeportct.gov>; Nieves, Aidee <Aidee.Nieves@Bridgeportct.gov>
Cc: Pettway, Lonnette <Lonnette.Pettway@Bridgeportct.gov>; Williams, Althea <Althea.Williams@Bridgeportct.gov>
Subject: RE: Resolution for Immediate Consideration Banning BPD from Utilizing Choke/Knee Holds

Okay great @ Staff proceed with item for Immediate Consideration not referral to BOP.

From: Maria Pereira <mpereira0667@yahoo.com>
Sent: Wednesday, June 10, 2020 11:52 PM
To: Boyer, Mike <Mike.Boyer@Bridgeportct.gov>; Pereira, Maria <MPereira0667@yahoo.com>; Nieves, Aidee <Aidee.Nieves@Bridgeportct.gov>
Cc: Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>; Pettway, Lonnette <Lonnette.Pettway@Bridgeportct.gov>; Williams, Althea <Althea.Williams@Bridgeportct.gov>
Subject: RE: Resolution for Immediate Consideration Banning BPD from Utilizing Choke/Knee Holds

Yes, I am. I discussed this with Aidee on Monday prior to drafting this resolution. We were hoping for a legal opinion prior, however it was not issued in time, therefore I texted with Aidee this afternoon that I will amend it on the floor as needed. She indicated she was fine with that strategy.

Sent from Yahoo Mail on Android

On Wed, Jun 10, 2020 at 9:18 PM, Boyer, Mike <Mike.Boyer@Bridgeportct.gov> wrote:

Maria please confirm you're asking it be placed for **Immediate Consideration** @ Aidee do you approve?

From: Maria Pereira <mpereira0667@yahoo.com>
Sent: Wednesday, June 10, 2020 2:32 PM
To: Boyer, Mike <Mike.Boyer@Bridgeportct.gov>; Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>
Cc: Nieves, Aidee <Aidee.Nieves@Bridgeportct.gov>; Brown, Marcus <Marcus.Brown@Bridgeportct.gov>; Lyons, Michelle <Michelle.Lyons@Bridgeportct.gov>; Roman-Christy, Rosalina <Rosalina.Roman-Christy@Bridgeportct.gov>;

Martinez, Eneida <Eneida.Martinez@Bridgeportct.gov>; Herron, Jeanette <Jeanette.Herron@Bridgeportct.gov>; Burns, Scott <Scott.Burns@Bridgeportct.gov>; McCarthy, Matthew <Matthew.McCarthy@Bridgeportct.gov>; Cruz, Jorge <Jorge.Cruz@Bridgeportct.gov>; denese-taylor.moye@bridgeportct.gov; M. Evette Brantley <maryevette.brantley@bridgeportct.gov>; Defilippo, Michael <Michael.Defilippo@Bridgeportct.gov>; Vizzo-Paniccia, AmyMarie <amymarie.vizzo-paniccia@Bridgeportct.gov>; McBride-Lee, Mary <Mary.McBride-Lee@Bridgeportct.gov>; Silva, Avelino <Avelino.Silva@Bridgeportct.gov>; Castillo, Alfredo <Alfredo.Castillo@Bridgeportct.gov>; Valle, Maria <Maria.Valle@Bridgeportct.gov>; Suliman, Samia <Samia.Suliman@Bridgeportct.gov>; Newton, Ernest <Ernest.Newton@Bridgeportct.gov>

Subject: Resolution for Immediate Consideration Banning BPD from Utilizing Choke/Knee Holds

Good afternoon Mike,

This is for immediate consideration for Monday's Regular City Council Meeting which I know requires a suspension of the rules.

This resolution is a direct result of the press release 16 of us signed onto last week. Any City Council members who wish to sign onto the resolution immediately banning the use of choke/knee holds by Bridgeport police officers; please respond to Mike Boyer no later than 4:30 p.m. notifying him you are co-sponsoring the resolution.

Any questions, please feel free to contact me.

Maria Pereira

138th District City Councilwoman

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance.



CITY COUNCIL BRIDGEPORT

PRESS RELEASE

June 3, 2020

The Bridgeport City Council stands here today to express our heartfelt pain and compassion for George Floyd, his family, the African American community and our nation as a whole. As a result of the horrific death of George Floyd; our communities and country are understandably reeling from grief, anger, and sadness. We stand united and in solidarity with the family of George Floyd and families of color who have endured the tragic loss of loved ones at the hands of police officers both unjustly and with little to no accountability.

Some residents of Bridgeport have experienced similar incidents with our own police department and have called for reform and accountability. Although the Bridgeport City Council recognizes that history cannot be changed; we can take steps to ensure history does not repeat itself moving forward.

All our police officers have a contract with the residents of Bridgeport to "protect and serve" them. Bridgeport police officers are compensated and trained professionals that must always maintain the highest level of decorum and integrity to ensure the public has trust in their decisions, actions and conduct.

To ensure that the community at large has faith and trust in their elected City Council representatives and police department; the City Council will be taking the following action:

- 1) We will immediately move to ban any form of "choke holds" in both police training and as an acceptable form of restraint used by the Bridgeport Police Department;
- 2) We will be working to ensure that all police officers are provided with "constituent engagement" training;
- 3) We will ensure that all police officers are provided with "de-escalation" training not only in the academy, but on an annual basis;
- 4) We will work to ensure all police officers are provided body cameras which must be turned on during all interactions with citizens;



CITY COUNCIL BRIDGEPORT

5) We will be discussing that all BPD settlements and/or judgements related to excessive force and civil rights violations will be paid out of the police overtime budget as a form of accountability for any unlawful behavior;

6) We will review the structure and function of the Board of Police Commissioners.

We also stand in solidarity with those who have peacefully protested the continued injustice and systemic racism African American families and communities of color continue to experience. In addition, we are expecting and support any additional protests and rallies to be held over the next few days, however we are respectfully requesting that all participants peacefully protest while maintaining civility and respect for all Bridgeport's residents, emergency responders, homes and businesses.

As a significantly diverse community, we believe we can rise to the challenge before us together as we are all invested and united in the betterment of every aspect of our beloved Bridgeport.

Scott Burns
Matthew McCarthy
130th District

Jorge Cruz, Sr.
Denese Taylor-Moye
131st District

Marcus A. Brown
M. Evette Brantley
132nd District

Jeanette Herron
133rd District

Mary A. McBride-Lee
135th District

Avelino D. Silva
136th District

Maria I. Valle
Aidee Nieves
137th District

Maria H. Pereira
Samia S. Suliman
138th District

Eneida L. Martinez
Ernest E. Newton II
139th District



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration Items only

Log ID/Item number: 117-19
 Submitting Department / Contact Name: Central Grants Office, Isolina DeJesus
 Subject: Grant Submission: State of Connecticut Office of Policy and Management Criminal Justice Policy and Planning Division Longevity Grant (#21351).
 Referred to Committee: Immediate Consideration
 City Council Date: June 15, 2020

Attest:

Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganim, Mayor

Date

20 JUN 22 AM 9:17
OFFICE

Comm.# 117-19 Referred for IMMEDIATE CONSIDERATION on 6/15/2020.

June 10, 2020

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

2020 JUN 11 PM 09:32
OFFICE

Re: Resolution – State of Connecticut Office of Policy and Management Criminal Justice Policy and Planning Division Project Longevity Grant (#21351)

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Office of Policy and Management Criminal Justice Policy and Planning Division Project Longevity Grant**. The application process for this solicitation is being fast tracked due to avoid delays in services. We respectfully request that this be added as an item to the City Council's meeting agenda on Monday, June 15, 2020 for **IMMEDIATE CONSIDERATION** in order to immediately execute the grant award upon receipt.

If you have any questions or require additional information, please contact me at 203-690-2377 or isolina.dejesus@Bridgeportct.gov.

Thank you,

Isolina DeJesus
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Office of Policy and Management Criminal Justice Policy and Planning Division Project Longevity Grant (#21351)

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 has been allocated funds through Section 1 Public Act 19-117 to support its partnership with Project Longevity. Project Longevity is a community and law enforcement initiative to reduce gun violence using community involvement, social services, and focused policing. The program supports current, former, or potential group or gang member by connecting them to community resources, raising their awareness of existing services, and guiding them towards opportunities and successful outcomes. Grants funds will be used to hire subcontracted staff, and fund program activities such as: travel to conferences, purchase of program equipment and supplies, client services (i.e. job readiness and skills development). Examples include fees for State ID/Driver's License, vocational training courses, and transportation.

CONTRACT PERIOD: 7/1/2020-6/30/21

Federal:	\$ 0.00
State:	\$ 183,629.00
City:	\$ 0.00
Other:	\$ 0.00

GRANT FUNDED PROJECT FUNDS REQUESTED	
Contractual:	\$ 139,050.00
Equipment:	\$ 1,640.00 (cell phone and service)
Supplies:	\$ 1,171.00
Travel:	\$ 1,352.00 (staff training, lodging and mileage reimbursement)
Other:	\$25,987.00 (client services as described above)
A&G:	\$14,429.00

MATCH REQUIRED – None Required		
	CASH	IN-KIND
Source:	\$ 0	\$0

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Office of Policy and Management Criminal Justice Policy and
Planning Division Project Longevity Grant (#21351)**

WHEREAS, the **State of Connecticut Office of Policy and Management** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding is made possible in accordance with **State of Connecticut Section 1 Public Act 19-117**; and

WHEREAS, funding under this grant will be used to support Project Longevity activities conducted within city limits to reduce gun violence through community involvement, social services, and focused policing; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Office of Policy and Management** to support Project Longevity activities.

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 **State of Connecticut Office of Policy and Management** for the purpose of its **Project Longevity Grant**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **State of Connecticut Office of Policy and Management** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: 118-19
Submitting Department / Contact Name: Central Grants Office, Isolina DeJesus
Subject: Grant Submission: State of Connecticut Secretary of the State - Computer Equipment Grant.
Referred to Committee: Immediate Consideration
City Council Date: June 15, 2020

Attest:

Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganim, Mayor

Date

20 JUN 22 11:51:17

Comm.# 118-19 Referred for IMMEDIATE CONSIDERATION on 6/15/2020.

June 10, 2020

City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: Resolution – State of Connecticut Secretary of the State – Computer Equipment Grant

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Secretary of the State – Computer Equipment Grant**

The application process for this solicitation is being fast tracked due to the public health emergency. We respectfully request that this be added as an item to the City Council's meeting agenda on Monday, June 15, 2020 for **IMMEDIATE CONSIDERATION** in order to execute necessary and required documents to ensure participation in the program.

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

Thank you,

Isolina DeJesus
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Secretary of the State – Computer Equipment Grant

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Isolina DeJesus

PHONE NUMBER: 203-576-7134

PROJECT SUMMARY/DESCRIPTION: Help America Vote Act (HAVA) was passed to allow available states to improve administration of elections for Federal office, including to enhancing technology and make elections security improvements. The City of Bridgeport is seeking funding through the State of Connecticut Secretary of the State – Computer Equipment Grant to purchase new computer equipment, including, but not limited to the computer, keyboard, monitor, and mouse to be used in association with the Connecticut Voter Registration and Election Management Systems. This will ensure the safe, secure carry out of elections during the pandemic to the residents of Bridgeport.

CONTRACT PERIOD: TBD

Funding Source (including matching funds):	
Federal:	\$
State:	\$800 (per unit)
City:	\$
Other:	\$

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$
Contractual	\$
Other:	\$

MATCH REQUIRED		
	CASH	IN-KIND
Source: City	\$800 (per unit)	\$
Salaries/Benefits:		
Supplies:		
Contractual:		

A Resolution by the Bridgeport City Council

**Regarding the
State of Connecticut Secretary of the State – Computer Equipment Grant**

WHEREAS, the **State of Connecticut Secretary of the State** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **Computer Equipment Grant**; and

WHEREAS, the purpose of the grant program is to provide funding for new computer equipment including, but not limited to the computer, keyboard, monitor, and mouse for the upcoming election; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the to provide funds for new computer equipment to **State of Connecticut Secretary of the State – Computer Equipment Grant** ensure the safe, secure carry out of elections during the pandemic to the residents of Bridgeport.

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Secretary of the State** for the purpose of its **Computer Equipment Grant**.
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 and to provide such add **State of Connecticut Secretary of the State** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program .



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

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

VERONICA JONES
Tax Collector

JOSEPH P. GANIM
Mayor

COMM. 112-19 Ref'd to Budget & Appropriations Committee on
May 28, 2020 06/15/2020.

To: Frances Ortiz
Assistant City Clerk

From: Veronica Jones
Tax Collector

Re: Municipal Suspense Tax Book

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

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

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

The total of \$93,134.66 represents the Grand List 2004 through 2017 at the close of day May 28, 2020
I recommend approval of transfer of these accounts to Suspense.

Thank you.

Tax Collector

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

20 06 15 - 2 PM 12:17
FILE

Bill #	Unique ID #	Name	Reason	Date	Town Due	Total Susp
2004-04-7640635	439TVL	HARRIS ALTHEA J	BANKRUPTCY	5/5/2020	\$ 29.11	\$ 29.11
2004-04-7607166	511THB01	COLSON CHARLENE F	BANKRUPTCY	5/5/2020	\$ 41.61	\$ 41.61
2004-03-7402688	976STX	COLSON CHARLENE	BANKRUPTCY	5/5/2020	\$ 58.54	\$ 58.54
2004-03-6325677	566PSX	HARRIS ALTHEA J	BANKRUPTCY	5/5/2020	\$ 69.84	\$ 69.84
2005-03-7816300	439TVL	HARRIS ALTHEA J	BANKRUPTCY	5/5/2020	\$ 73.24	\$ 73.24
2005-03-7763966	959UAH	BRACEY ROBERT K	BANKRUPTCY	5/5/2020	\$ 190.14	\$ 190.14
2004-04-7607158	511THB	COLSON CHARLENE	BANKRUPTCY	5/5/2020	\$ 194.99	\$ 194.99
2005-03-7402696	511THB	COLSON CHARLENE	BANKRUPTCY	5/5/2020	\$ 338.88	\$ 338.88
2006-02-8316364	P--2115240	PERSONAL PREFERENCE INC	OUT OF BUSINESS	5/4/2020	\$ 103.20	\$ 103.20
2006-03-7524295	769029	ROGERS ALAN B	BANKRUPTCY	5/5/2020	\$ 170.78	\$ 170.78
2006-03-7763966	959UAH	BRACEY ROBERT K	BANKRUPTCY	5/5/2020	\$ 157.48	\$ 157.48
2006-03-7816300	439TVL	HARRIS ALTHEA J	BANKRUPTCY	5/5/2020	\$ 71.50	\$ 71.50
2006-03-7876094	981PRD	PIERRE RAMEAU	BANKRUPTCY	5/11/2020	\$ 132.18	\$ 132.18
2006-03-7890852	874UAO	ROGERS ALAN B	BANKRUPTCY	5/5/2020	\$ 733.96	\$ 733.96
2006-03-8277377	346UJK	ROGERS ALAN	BANKRUPTCY	5/5/2020	\$ 143.04	\$ 143.04
2006-04-8377479	189UYC	CARRASQUILLO RAUL	BANKRUPTCY	5/5/2020	\$ 411.60	\$ 411.60
2006-04-8377487	822516	CARRASQUILLO RAUL	BANKRUPTCY	5/5/2020	\$ 47.02	\$ 47.02
2006-04-8519061	340UXB	WOOTEN W LAWRENCE	BANKRUPTCY	5/6/2020	\$ 324.58	\$ 324.58
2007-02-8316364	P--2115240	PERSONAL PREFERENCE INC	OUT OF BUSINESS	5/4/2020	\$ 167.18	\$ 167.18
2007-02-8717148	P--2130350	PRYSMIAN COM CABLES & SYSTEMS	UNCOLLECTABLE	5/11/2020	\$ 5,572.50	\$ 5,572.50
2007-03-8277377	346UJK	ROGERS ALAN	BANKRUPTCY	5/5/2020	\$ 138.88	\$ 138.88
2007-03-8548532	189UYC	CARRASQUILLO RAUL	BANKRUPTCY	5/5/2020	\$ 440.76	\$ 440.76
2007-03-8548541	822516	CARRASQUILLO RAUL	BANKRUPTCY	5/5/2020	\$ 146.80	\$ 146.80
2007-03-8702647	340UXB	WOOTEN W LAWRENCE	BANKRUPTCY	5/6/2020	\$ 327.66	\$ 327.66
2008-02-0043895	P--2115240	PERSONAL PREFERENCE INC	OUT OF BUSINESS	5/4/2020	\$ 145.28	\$ 145.28
2008-02-0044043	P--2130350	PRYSMIAN COM CABLES & SYSTEMS	UNCOLLECTABLE	5/11/2020	\$ 4,842.50	\$ 4,842.50
2008-03-0059983	50997200	CARRASQUILLO RAUL	BANKRUPTCY	5/5/2020	\$ 324.26	\$ 324.26
2008-03-0121700	57153800	WOOTEN W LAWRENCE	BANKRUPTCY	5/6/2020	\$ 196.80	\$ 196.80
2008-04-0097560	229XDH	WRIGHT DEANAH M	BANKRUPTCY	5/6/2020	\$ 295.93	\$ 295.93
2009-02-0043543	P--2116600	NEW FIELD VARIETY	OUT OF BUSINESS	5/15/2020	\$ 725.13	\$ 725.13
2009-02-0043872	P--2103055	PEMBROKE VARIETY	OUT OF BUSINESS	5/11/2020	\$ 371.64	\$ 371.64
2009-02-0043895	P--2115240	PERSONAL PREFERENCE INC	OUT OF BUSINESS	5/4/2020	\$ 148.66	\$ 148.66
2009-02-0044043	P--2130350	PRYSMIAN COM CABLES & SYSTEMS	UNCOLLECTABLE	5/11/2020	\$ 4,955.00	\$ 4,955.00
2009-03-0077506	671WYK	HARRIS ALTHEA	BANKRUPTCY	5/5/2020	\$ 47.96	\$ 47.96
2009-03-0027507	365XKT	HARRIS ALTHEA J	BANKRUPTCY	5/5/2020	\$ 190.28	\$ 190.28
2009-04-0080390	80390	ALMONOR BRIGITTE	BANKRUPTCY	5/5/2020	\$ 7.80	\$ 7.80

Bill #	Unique ID #	Name	Reason	Date	Town Due	Total Susp.
2010-02-0043543	P--2116600	NEW FIELD VARIETY	OUT OF BUSINESS	5/15/2020	\$ 1,189.20	\$ 1,189.20
2010-02-0043872	P--2103055	PEMBROKE VARIETY	OUT OF BUSINESS	5/11/2020	\$ 297.30	\$ 297.30
2010-02-0043895	P--2115240	PERSONAL PREFERENCE INC	OUT OF BUSINESS	5/4/2020	\$ 118.92	\$ 118.92
2010-03-0001477	689XUS	ALMONOR BRIGITTE	BANKRUPTCY	5/5/2020	\$ 128.44	\$ 128.44
2010-03-0013976	704SWY	CRADLE EARTH J	DECEASED	5/4/2020	\$ 301.26	\$ 301.26
2010-03-0013977	921TZZ	CRADLE EARTH J	DECEASED	5/4/2020	\$ 89.59	\$ 89.59
2010-03-0013978	924YEY	CRADLE EARTH J	DECEASED	5/4/2020	\$ 237.84	\$ 237.84
2010-03-0013979	98CB65	CRADLE EARTH J	DECEASED	5/4/2020	\$ 197.80	\$ 197.80
2010-03-0027568	365XKT	HARRIS ALTHEA J	BANKRUPTCY	5/5/2020	\$ 181.96	\$ 181.96
2010-03-0063317	880XYU	STILL JUSTYN D	BANKRUPTCY	5/6/2020	\$ 62.63	\$ 62.63
2010-03-0064941	843XYV	THOMPSON CARA L	BANKRUPTCY	5/6/2020	\$ 202.56	\$ 202.56
2010-03-0064942	870XVZ	THOMPSON CARA L	BANKRUPTCY	5/6/2020	\$ 99.10	\$ 99.10
2010-03-0064943	497XTM	THOMPSON CARAMIA L	BANKRUPTCY	5/6/2020	\$ 124.88	\$ 124.88
2010-04-0083561	898YOG	CRADLE EARTH J	DECEASED	5/4/2020	\$ 226.94	\$ 226.94
2010-04-0083562	898YOG01	CRADLE EARTH J	DECEASED	5/4/2020	\$ 61.92	\$ 61.92
2010-04-0096451	978YSU	STILL JUSTYN D	BANKRUPTCY	5/6/2020	\$ 34.84	\$ 34.84
2010-04-0098288	357YUA	WHEELER KEENYA J	BANKRUPTCY	5/6/2020	\$ 51.49	\$ 51.49
2011-02-0043229	P--2116600	GARCIA MINI MARKET	OUT OF BUSINESS	5/11/2020	\$ 1,233.30	\$ 1,233.30
2011-02-0043522	P--2103055	PEMBROKE VARIETY	OUT OF BUSINESS	5/11/2020	\$ 308.34	\$ 308.34
2011-02-0043544	P--2115240	PERSONAL PREFERENCE INC	OUT OF BUSINESS	5/4/2020	\$ 123.34	\$ 123.34
2011-03-0051544	689XUS	ALMONOR BRIGITTE	BANKRUPTCY	5/5/2020	\$ 122.92	\$ 122.92
2011-03-0063750	898YOG	CRADLE EARTH J	DECEASED	5/4/2020	\$ 620.76	\$ 620.76
2011-03-0063751	MSKITT	CRADLE EARTH J	DECEASED	5/4/2020	\$ 215.84	\$ 215.84
2011-03-0112470	978YSU	STILL JUSTYN D	BANKRUPTCY	5/6/2020	\$ 101.54	\$ 101.54
2011-03-0114038	843XYV	THOMPSON CARA L	BANKRUPTCY	5/6/2020	\$ 187.06	\$ 187.06
2011-03-0114039	870XVZ	THOMPSON CARA L	BANKRUPTCY	5/6/2020	\$ 92.91	\$ 92.91
2011-03-0114040	497XTM	THOMPSON CARAMIA L	BANKRUPTCY	5/6/2020	\$ 117.16	\$ 117.16
2011-03-0119321	357YUA	WHEELER KEENYA J	BANKRUPTCY	5/6/2020	\$ 125.40	\$ 125.40
2012-02-0000790	P--2115240	PERSONAL PREFERENCE INC	OUT OF BUSINESS	5/4/2020	\$ 156.96	\$ 156.96
2012-02-0000896	P--2116600	GARCIA MINI MARKET	OUT OF BUSINESS	5/11/2020	\$ 1,569.56	\$ 1,569.56
2012-02-0001715	P--2180995	QUALITY CLEANING & RESTORATION	OUT OF BUSINESS	5/4/2020	\$ 209.28	\$ 209.28
2012-02-0003331	P--2103055	PEMBROKE VARIETY	OUT OF BUSINESS	5/11/2020	\$ 392.40	\$ 392.40
2012-03-0063785	898YOG	CRADLE EARTH J	DECEASED	5/4/2020	\$ 506.04	\$ 506.04
2012-03-0113290	978YSU	STILL JUSTYN D	BANKRUPTCY	5/6/2020	\$ 97.52	\$ 97.52
2012-03-0120203	357YUA	WHEELER KEENYA J	BANKRUPTCY	5/6/2020	\$ 116.36	\$ 116.36
2013-02-0000790	P--2115240	PERSONAL PREFERENCE INC	OUT OF BUSINESS	5/4/2020	\$ 126.60	\$ 126.60
2013-02-0000896	P--2116600	GARCIA MINI MARKET	OUT OF BUSINESS	5/11/2020	\$ 1,265.94	\$ 1,265.94

Bill #	Unique ID #	Name	Reason	Date	Town Due	Total Susp
2013-02-0001715	P--2180995	QUALITY CLEANING & RESTORATION	OUT OF BUSINESS	5/4/2020	\$ 211.00	\$ 211.00
2013-02-0003331	P--2103055	PEMBROKE VARIETY	OUT OF BUSINESS	5/11/2020	\$ 316.50	\$ 316.50
2014-02-0000561	P--2112170	ALARM PLACE	UNCOLLECTABLE	5/4/2020	\$ 843.96	\$ 843.96
2014-02-0000695	P--2115240	PERSONAL PREFERENCE INC	OUT OF BUSINESS	5/4/2020	\$ 126.60	\$ 126.60
2014-02-0000772	P--2116600	GARCIA MINI MARKET	OUT OF BUSINESS	5/11/2020	\$ 124.36	\$ 124.36
2014-02-0001480	P--2180995	QUALITY CLEANING & RESTORATION	OUT OF BUSINESS	5/4/2020	\$ 211.00	\$ 211.00
2014-03-0120032	302XNO	VAZQUEZ BIBIANO	BANKRUPTCY	5/6/2020	\$ 403.42	\$ 403.42
2014-03-0120033	510ZYX	VAZQUEZ BIBIANO	BANKRUPTCY	5/6/2020	\$ 75.96	\$ 75.96
2014-04-0094651	2AVDE7	ORTIZ HENRY JR	BANKRUPTCY	5/8/2020	\$ 333.15	\$ 333.15
2014-04-0101805	4ARNJ3	WILLIAMS ALTHEA J	BANKRUPTCY	5/5/2020	\$ 192.51	\$ 192.51
2015-02-0000561	P--2112170	ALARM PLACE	UNCOLLECTABLE	5/4/2020	\$ 1,359.26	\$ 1,359.26
2015-02-0000695	P--2115240	PERSONAL PREFERENCE INC	OUT OF BUSINESS	5/4/2020	\$ 163.12	\$ 163.12
2015-02-0000772	P--2116600	GARCIA MINI MARKET	OUT OF BUSINESS	5/11/2020	\$ 134.20	\$ 134.20
2015-02-0001480	P--2180995	QUALITY CLEANING & RESTORATION	OUT OF BUSINESS	5/4/2020	\$ 271.86	\$ 271.86
2015-03-0100016	342ZWF	ORTIZ HENRY JR	BANKRUPTCY	5/8/2020	\$ 313.40	\$ 313.40
2015-03-0100017	2AVDE7	ORTIZ HENRY JR	BANKRUPTCY	5/8/2020	\$ 475.82	\$ 475.82
2015-03-0111524	3AXGV6	SALMON MARK A	BANKRUPTCY	5/6/2020	\$ 413.29	\$ 413.29
2015-03-0111525	Z2919Z	SALMON MARK A	BANKRUPTCY	5/6/2020	\$ 332.45	\$ 332.45
2015-03-0124446	4ARNJ3	WILLIAMS ALTHEA J	BANKRUPTCY	5/5/2020	\$ 215.72	\$ 215.72
2015-04-0087353	AD46788	FOUNTAIN CLYDE W	BANKRUPTCY	5/5/2020	\$ 151.55	\$ 151.55
2015-04-0095674	AC31044	ORTIZ HENRY JR	BANKRUPTCY	5/8/2020	\$ 632.74	\$ 632.74
2015-04-0099195	AA25779	SALMON MARK A	BANKRUPTCY	5/6/2020	\$ 933.88	\$ 933.88
2015-04-0099196	3AXGV6	SALMON MARK A	BANKRUPTCY	5/6/2020	\$ 309.02	\$ 309.02
2015-04-0099197	AA25780	SALMON MARK A	BANKRUPTCY	5/6/2020	\$ 695.90	\$ 695.90
2015-04-0104481	Z00213Z	SALMON MARK A	BANKRUPTCY	5/6/2020	\$ 633.66	\$ 633.66
2015-04-0104482	Z2919Z	SALMON MARK A	BANKRUPTCY	5/6/2020	\$ 1,407.11	\$ 1,407.11
2015-04-0104483	Z00054Z	SALMON MARK A	BANKRUPTCY	5/6/2020	\$ 2,072.00	\$ 2,072.00
2016-02-0000772	P--2116600	GARCIA MINI MARKET	OUT OF BUSINESS	5/11/2020	\$ 168.00	\$ 168.00
2016-02-0001480	P--2180995	QUALITY CLEANING & RESTORATION	OUT OF BUSINESS	5/4/2020	\$ 339.82	\$ 339.82
2016-03-0054832	7ATDP1	BAEZ MELISSA R	BANKRUPTCY	5/5/2020	\$ 114.66	\$ 114.66
2016-03-0063853	497ZVE	COGDELL BRITTANNI K	BANKRUPTCY	5/5/2020	\$ 294.06	\$ 294.06
2016-03-0063854	275XAD	COGDELL BRITTANNI K	BANKRUPTCY	5/5/2020	\$ 301.08	\$ 301.08
2016-03-0074279	AF90222	FOEHR DEBORAH J	BANKRUPTCY	5/5/2020	\$ 412.87	\$ 412.87
2016-03-0074280	989PTJ	FOEHR DEBORAH J	BANKRUPTCY	5/5/2020	\$ 60.25	\$ 60.25
2016-03-0074628	484ZAX	FOUNTAIN CLYDE W	BANKRUPTCY	5/5/2020	\$ 223.08	\$ 223.08
2016-03-0074629	AD46788	FOUNTAIN CLYDE W	BANKRUPTCY	5/5/2020	\$ 462.16	\$ 462.16
2016-03-0101303	AF26253	NOVELLA MARIAH L	BANKRUPTCY	5/5/2020	\$ 133.05	\$ 133.05

Bill #	Unique ID #	Name	Reason	Date	Town Due	Total Susp
2016-03-0102570	AC31044	ORTIZ HENRY JR	BANKRUPTCY	5/8/2020	\$ 703.56	\$ 703.56
2016-03-0113729	AC60780	RUIZ RAFAEL A JR	BANKRUPTCY	5/5/2020	\$ 75.27	\$ 75.27
2016-03-0113730	AE74896	RUIZ RAFAEL A JR	BANKRUPTCY	5/5/2020	\$ 81.90	\$ 81.90
2016-03-0114496	AA25779	SALMON MARK A	BANKRUPTCY	5/6/2020	\$ 901.68	\$ 901.68
2016-03-0114497	3AXGV6	SALMON MARK A	BANKRUPTCY	5/6/2020	\$ 1,882.54	\$ 1,882.54
2016-03-0114498	AA25780	SALMON MARK A	BANKRUPTCY	5/6/2020	\$ 703.56	\$ 703.56
2016-03-0114499	Z00054Z	SALMON MARK A	BANKRUPTCY	5/6/2020	\$ 1,037.40	\$ 1,037.40
2016-03-0128036	4ARNJ3	WILLIAMS ALTHEA J	BANKRUPTCY	5/5/2020	\$ 197.34	\$ 197.34
2016-04-0081355	81355	BAEZ MELISSA R	BANKRUPTCY	5/5/2020	\$ 48.17	\$ 48.17
2016-04-0082530	82530	BROWN TAMICA R	BANKRUPTCY	5/5/2020	\$ 324.21	\$ 324.21
2016-04-0088097	88097	GRAY LANCE A	BANKRUPTCY	5/7/2020	\$ 221.13	\$ 221.13
2017-02-0000772	P--2116600	GARCIA MINI MARKET	OUT OF BUSINESS	5/11/2020	\$ 208.78	\$ 208.78
2017-03-0054942	7ATDP1	BAEZ MELISSA R	BANKRUPTCY	5/5/2020	\$ 122.86	\$ 122.86
2017-03-0054943	AK16125	BAEZ MELISSA R	BANKRUPTCY	5/5/2020	\$ 155.26	\$ 155.26
2017-03-0059185	AH05157	BROWN TAMICA R	BANKRUPTCY	5/5/2020	\$ 414.46	\$ 414.46
2017-03-0059638	594XWB	BURGO DOMINICK G	BANKRUPTCY	5/5/2020	\$ 283.50	\$ 283.50
2017-03-0059639	169XYE	BURGO DOMINICK G	BANKRUPTCY	5/5/2020	\$ 219.60	\$ 219.60
2017-03-0059640	AD37858	BURGO DOMINICK G	BANKRUPTCY	5/5/2020	\$ 930.16	\$ 930.16
2017-03-0074798	989PTJ	FOEHR DEBORAH J	BANKRUPTCY	5/5/2020	\$ 126.90	\$ 126.90
2017-03-0074799	AF90222	FOEHR DEBORAH J	BANKRUPTCY	5/5/2020	\$ 622.36	\$ 622.36
2017-03-0079389	AH36512	GRAY LANCE A	BANKRUPTCY	5/7/2020	\$ 286.66	\$ 286.66
2017-03-0102359	AF26253	NOVELLA MARIAH L	BANKRUPTCY	5/5/2020	\$ 249.76	\$ 249.76
2017-03-0114821	AC60780	RUIZ RAFAEL A JR	BANKRUPTCY	5/5/2020	\$ 22.50	\$ 22.50
2017-03-0115645	AA25779	SALMON MARK A	BANKRUPTCY	5/6/2020	\$ 997.20	\$ 997.20
2017-03-0115646	3AXGV6	SALMON MARK A	BANKRUPTCY	5/6/2020	\$ 1,861.66	\$ 1,861.66
2018-03-0075058	AE73605	FORD ERIC	DECEASED	5/4/2020	\$ 288.30	\$ 288.30
2015-03-0072299	53001A	FEW GOOD MEN TRUCKING LLC	DECEASED	5/4/2020	\$ 468.66	\$ 468.66
2015-03-0120372	SAELK4	UMPIERRE AMADOR	DECEASED	5/4/2020	\$ 133.68	\$ 133.68
2017-03-0083830	UG949	HUNTER KAREN	DECEASED	5/4/2020	\$ 249.25	\$ 249.25
2018-03-0083952	UG949	HUNTER KAREN	DECEASED	5/4/2020	\$ 348.00	\$ 348.00
2018-03-0094787	458ZML	MAUGERI JOYCE L	DECEASED	5/4/2020	\$ 138.51	\$ 138.51
2012-02-0001971	P--2111660	TNT CONTRUCTION & LANDSCAPING	UNCOLLECTABLE	5/4/2020	\$ 1,308.65	\$ 1,308.65
2013-02-0001971	P--2111660	TNT CONTRUCTION & LANDSCAPING	UNCOLLECTABLE	5/4/2020	\$ 1,210.17	\$ 1,210.17
2014-02-0001705	P--2111660	TNT CONTRUCTION & LANDSCAPING	UNCOLLECTABLE	5/4/2020	\$ 1,100.99	\$ 1,100.99
2015-02-0001705	P--2111660	TNT CONTRUCTION & LANDSCAPING	UNCOLLECTABLE	5/4/2020	\$ 1,277.89	\$ 1,277.89
2011-02-0042697	P--9002845	LINDA'S SKIN & BEAUTY	OUT OF BUSINESS	5/4/2020	\$ 1,391.72	\$ 1,391.72
2012-02-0004151	P--9002845	LINDA'S SKIN & BEAUTY	OUT OF BUSINESS	5/4/2020	\$ 1,308.65	\$ 1,308.65

Bill #	Unique ID #	Name	Reason	Date	Town Due	Total Susp *
2013-02-0004151	P--9002845	BLOW DRY	OUT OF BUSINESS	5/4/2020	\$ 1,210.17	\$ 1,210.17
2013-02-0004238	P--9003285	BP GAS STATION	OUT OF BUSINESS	5/4/2020	\$ 86.62	\$ 86.62
2014-02-0003529	P--9003285	BP GAS STATION	OUT OF BUSINESS	5/4/2020	\$ 78.97	\$ 78.97
2015-02-0003529	P--9003285	CLINTON GETTY	OUT OF BUSINESS	5/4/2020	\$ 91.91	\$ 91.91
2012-02-0004021	P--2160925	MINI RITE MARKET	OUT OF BUSINESS	5/4/2020	\$ 386.48	\$ 386.48
2013-02-0004021	P--2160925	MINI RITE MARKET	OUT OF BUSINESS	5/4/2020	\$ 847.12	\$ 847.12
2014-02-0003228	P--2160925	MINI RITE MARKET	OUT OF BUSINESS	5/4/2020	\$ 770.70	\$ 770.70
2015-02-0003228	P--2160925	MINI RITE MARKET	OUT OF BUSINESS	5/4/2020	\$ 894.50	\$ 894.50
2016-02-0003228	P--2160925	MINI RITE MARKET	OUT OF BUSINESS	5/4/2020	\$ 995.29	\$ 995.29
2017-02-0003228	P--2160925	MINI RITE MARKET	OUT OF BUSINESS	5/4/2020	\$ 1,090.56	\$ 1,090.56
2018-02-0003228	P--2160925	MINI RITE MARKET	OUT OF BUSINESS	5/4/2020	\$ 808.74	\$ 808.74
2015-03-0082350	7300DE	ISMAEL CONSTRUCTION SERVICES LLC	DECEASED	5/4/2020	\$ 144.69	\$ 144.69
2016-02-0001551	P--7001765	JZS GROCERY & DELI LLC	OUT OF BUSINESS	5/4/2020	\$ 241.19	\$ 241.19
2017-02-0010825	QP2017090	CHAUDHRY SHAMS U	OUT OF BUSINESS	5/4/2020	\$ 747.79	\$ 747.79
2018-02-0010825	QP2017090	CHAUDHRY SHAMS U	OUT OF BUSINESS	5/4/2020	\$ 526.76	\$ 526.76
2011-02-0042486	PC-0038900	KAMLIC DENTAL	OUT OF BUSINESS	5/4/2020	\$ 6,944.11	\$ 6,944.11
2012-02-0004404	P--9005165	ARTISTIC VICTORY JEWELRY	UNCOLLECTABLE	5/8/2020	\$ 1,308.65	\$ 1,308.65
2013-02-0004404	P--9005165	GOLDEN HILL PAWN	UNCOLLECTABLE	5/8/2020	\$ 1,210.17	\$ 1,210.17
2014-02-0002324	P--2130950	GODOI PAINTING LLC	OUT OF BUSINESS	5/4/2020	\$ 220.21	\$ 220.21
2015-02-0002324	P--2130950	GODOI PAINTING LLC	OUT OF BUSINESS	5/4/2010	\$ 255.60	\$ 255.60
2011-02-0043624	P--9001975	PRE PAID LEGAL SERVICES	OUT OF BUSINESS	5/4/2020	\$ 212.74	\$ 212.74
2012-02-0003846	P--9001975	PRE PAID LEGAL SERVICES	OUT OF BUSINESS	5/4/2020	\$ 200.36	\$ 200.36
2011-02-0042288	P--9003325	IRON CLAD TATTOO	OUT OF BUSINESS	5/4/2020	\$ 835.06	\$ 835.06
2012-02-0004243	P--9003325	ANGELS FLOWERS	OUT OF BUSINESS	5/4/2020	\$ 785.19	\$ 785.19
2007-02-8717773	3566PH	RODRIGUES GEORGE	MISCELLANEOUS	5/15/2020	\$ 843.11	\$ 843.11
TOTAL SUSPENSE					\$ 93,134.66	\$ 93,134.66

Comm. #119-19 Referred to Public Safety and Transportation Committee on 6/15/2020.

June 10, 2020

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

Re: Resolution – Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program (#21388, #21389, #21390, #21392, #21393)

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

If you have any questions or require any additional information, please contact me at 203-332-5665 or Melissa.Oliveira@bridgeportct.gov.

Thank you,

Melissa Oliveira
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: **Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Port Security Grant Program (#21388, #21389, #21390, #21392, #21393)**

NEW RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Melissa Oliveira**

PHONE NUMBER: **203-332-5665**

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

1. **Virtual Shield Protect our Port LPR and Camera Deployment (#21390):** Funding will be used to continue and build upon COB's Virtual Shield Protect Our Port initiatives by covering costs associated with replacing 25 cameras, 1 server and 9 wireless links at Mouth of Bridgeport Harbor (Pleasure Beach/Eagles Nest) and to replace 15 cameras and install 10 new cameras covering the Bridgeport Ferry Terminal and Port CIKRs Ingress/Egress Routes and 50 Camera Licenses. Grant funds of \$324,414 will be used to purchase necessary equipment as well as management and administration of the grant. An in-kind match of \$43,354 will be provided through OEMHS, BPD, and IT staff time for project related tasks and a cash match of \$64,784 will be provided through OEMHS general fund for equipment. (\$108,138 match, 25% of total project cost)
2. **Virtual Shield Protect Our Port CIKR Laser Imagery Modeling (#21393):** Project will allow for the purchase of two (2) Laser Imagery Modeling Scanner to conduct enhanced threat and risk assessments at all Bridgeport Harbor Critical Infrastructure and Key Resource site locations. Grant funds of \$148,105 will be used to purchase necessary equipment as well as management and administration of the grant. A match of \$49,368 (25% of total project cost) will be provided through OEMHS general fund for equipment.
3. **BPD Connecticut Operation by Response Agencies (COBRA) Training Drills (#20382):** Funding will allow for overtime payments for 12 Bridgeport Police officers of various ranks to participate in COBRA drills and exercises. Grant funds of \$156,462 will be used to cover salary and fringe as well as management and administration of the grant. An in-kind match of \$52,673 (25% of total project cost) will be provided through other BPD officers participating in the drills and exercises.

4. **BPD Maritime Security Vessel Equipment (#20388)**: Project will allow for the upgrade of fenders, radios, batteries, outboard engines, a generator and LED search scene lights to their aging Derektor and Zodiac vessels. Grant funds of \$105,345 will cover the cost of equipment and as well as management and administration of the grant. A cash match of \$35,115 (25% of total project cost) will be provided through BPD general fund for equipment and labor.

5. **BFD Patrol Vessel Replacement (#20392)**: Project will allow for the purchase of a new 12' Zodiac Small Rescue Boat to provide 365/24/7 response service provided by the City of Bridgeport in the Long Island Sound Zone. This boat is essential equipment to get close enough to retrieve civilians stranded on or near the breakwaters at the mouth of Bridgeport Harbor. Grant funds of \$47,959 will cover the cost of the vessel as well as management and administration of the grant. A match of \$15,986 (25% of total project cost) will be provided BFD general fund for emergency lights and electronics package as well as a roller trailer.

CONTRACT PERIOD: September 1, 2020 – August 31, 2023

FUNDING SOURCES

Federal	\$782,286	FEMA
State	\$0	
City	\$261,281	In-kind staff (\$96,027), Equipment (\$165,254)
Other	\$0	
Total	\$1,043,567	

GRANT FUNDS REQUESTED

Salary/Fringe	\$149,012	To conduct COBRA training drills
Travel	\$0	
Equipment	\$595,310	50 cameras, 1 server and 9 wireless links (\$308,966); 2 Laser Imagery Modeling Scanner Bundles (\$141,053); vessel equipment and upgrades (\$100,329); Zodiac Pro 6.5 20' Rescue Boat (\$44,962)
Contractual	\$0	
Other	\$37,964	Management and administration
Total	\$782,286	

MATCH FUNDS REQUESTED

Salary	\$96,027	In-kind staff from OEMHS, and IT Director (\$43,354), and BPD officers (\$52,673) for project related tasks. Salary only.
Travel	\$0	
Equipment	\$165,254	Vessel equipment (\$35,116) cameras and labor (\$64,784); Laser Imaging Modeling Scanner partial payment (\$49,369); Vessel trailer and light package (\$15,986)
Contractual	\$0	
Other	\$0	
Total	\$261,281	

Comm. #120-19 Referred to Public Safety and Transportation Committee on 6/15/2020.

June 10, 2020

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

**Re: Resolution –Department of Homeland Security Federal Emergency Management Agency (FEMA)
FY 2019 Assistance to Firefighters Grant Program (AFG) Operations and Safety (#20210)**

Attached, please find a Grant Summary and Resolution for the **Department of Homeland Security Federal Emergency Management Agency (FEMA) FY 2019 Assistance to Firefighters Grant Program (AFG) Operations and Safety** to be referred to the **Committee on Public Safety and Transportation** of the City Council.

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

Thank you,

Isolina DeJesus
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: **Department of Homeland Security Federal Emergency Management Agency (FEMA) FY 2019 Assistance to Firefighters Grants (AFG) Operations and Safety (#20210)**

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 Fire Department is seeking funding to support an operations and safety project that will enhance two programs. One program is offered to firefighters to complete the Fire Instructor 1 Course and assist the department in meeting the National Fire Protection Association requirement. Additionally, funding will be used to increasing participation in the Active Shooter & Hostile Event training program. A match of \$60,173 (10% of project cost) will be provided by the BFD general fund.

CONTRACT PERIOD: 10/1/2020 -9/30/2021

FUNDING SOURCES (include matching funds):	
Federal:	\$ 601,727
State:	\$ 0
City:	\$ 60,173
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 543,068 (Training-Overtime)
Supplies:	\$ 6,437 (Books)
Contractual:	\$ 51,822 (Training)

MATCH REQUIRED		
	CASH	IN-KIND
Source: City General Funds		
Salaries/Benefits:	\$ 53,700 (Training-Overtime)	\$ 0
Supplies:	\$ 715 (Books)	\$ 0
Contractual:	\$ 5,758 (Training)	\$ 0

**A Resolution by the Bridgeport City Council
Regarding the
Department of Homeland Security
Federal Emergency Management Agency (FEMA)
FY 2019 Assistance to Firefighters Grant Program (AFG) Operations and Safety
(#20210)**

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

WHEREAS, this funding has been made possible through the **FY 2019 Assistance to Firefighters Grant Program (AFG)**; and

WHEREAS, funds under this grant will be used to enhance the officer training program and provide active shooter training;

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Department of Homeland Security FEMA** to support this operations and safety project for officer development training and to provide the Active Shooter & Hostile Event Response Program;

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 **Department of Homeland Security FEMA** for the purpose of its **Assistance to Firefighters Grants**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of Central Grants**, to execute and file such application with **the Department of Homeland Security FEMA** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Comm. #121-19 Referred to Public Safety and Transportation Committee on 6/15/2020.

June 10, 2020

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

Re: Resolution – Connecticut Department of Emergency Management & Homeland Security (DEMHS) MOA for the State Homeland Security Grant Program (FY17-FY22)

Attached, please find a Grant Summary and Resolution for the **Connecticut Department of Emergency Management & Homeland Security (CTDEMHS) MOA for the State Homeland Security Grant Program (FY17-FY22)** to be referred to the Public Safety & Transportation Committee of the City Council.

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

Thank you,

Isolina DeJesus
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: Connecticut Department of Emergency Management & Homeland Security (DEMHS) MOA for the State Homeland Security Grant Program (FY17-FY22)

NEW RENEWAL x CONTINUING

DEPARTMENT SUBMITTING INFORMATION: Central Grants Office

CONTACT NAME: Isolina DeJesus

PHONE NUMBER: 203-576-7134

PROJECT SUMMARY/DESCRIPTION: The funds under this grant are made possible through the City of Stamford as the Region 1 Fiduciary. Funds will be used to deliver regional emergency equipment, conduct regional community outreach & education, coordinate regional emergency planning and regional hazard/threat assessments, develop regional mass care process, and establish a regional unified command communication platform and structure.

CONTRACT PERIOD:

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 0
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 0
Supplies:	\$ 0
Construction:	\$ 0
Other:	\$ 0

MATCH REQUIRED N/A		
	CASH	IN-KIND
Source:		
Salaries/Benefits:	\$ 0	\$ 0
Supplies:	\$ 0	\$ 0
Construction:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

Regarding the

**Connecticut Department of Emergency Management & Homeland Security
(CTDEMHS) MOA for the State Homeland Security Grant Program (FY17-FY22)**

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

WHEREAS, this funding has been made possible through the **City of Stamford as the Region 1 Fiduciary**; and

WHEREAS, funds under this grant will be used to deliver regional emergency equipment, conduct regional community outreach & education, coordinate regional emergency planning and regional hazard/threat assessments, develop regional mass care process, and establish a regional unified command communication platform and structure; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits a MOA to the **City of Stamford acting as Regional Fiduciary for the CT DEMHS State Homeland Security Grant Program** to fund various regional homeland Security projects.

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 **City of Stamford as Regional Fiduciary** for the purpose of the **CT DEMHS State Homeland Security Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of Emergency Management**, to execute an MOA to the **City of Stamford acting as Fiduciary of the Connecticut DEMHS State Homeland Security Grant Program** and provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Comm. #122-19 Referred to ECD & Environment Committee on 6/15/2020.

June 5, 2020

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

Re: Resolution – National Fish and Wildlife Foundation- Long Island Sound Futures Fund - Johnson Creek (#21614)

Attached, please find a Grant Summary and Resolution for the **National Fish and Wildlife Foundation- Long Island Sound Futures Fund** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

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

Thank you,

Isolina DeJesus
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: National Fish and Wildlife Foundation- Long Island Sound Futures Fund - Johnson Creek (#21614)

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 Office of Planning and Economic Development is seeking funding to restore the Johnsons Creek’s predevelopment ecosystem functions while also creating a passive recreation boardwalk along the water. The living shoreline design calls for vegetative stabilization and the of support wetland migration, removal of debris and invasive species to restore habitat creation for marsh species, improve public access and views to the waterfront, including a boardwalk for passive recreation. Matching funds will be provided through the OPED Capital account for Citywide Waterfront Improvements.

The restoration of Johnson’s Creek is a priority project for the City for which OPED has designated Capital funding for the passive recreation boardwalk. As capital funding is not allowable for the living shoreline portion of the project, the Central Grants Department identified this funding opportunity for this portion which was applied for in partnership with MetroCOG and Save the Sound.

CONTRACT PERIOD: 3/1/2020-9/1/2022

FUNDING SOURCES (include matching funds):	
Federal:	\$ 300,000
State:	\$ 0
City:	\$ 950,000
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 0
Contractual:	\$ 25,000 (monitoring, communications, engagements)
Construction:	\$ 275,000
Other:	\$ 0

MATCH REQUIRED		
	CASH	IN-KIND
Source: City Capital Funds		
Salaries/Benefits:	\$ 0	\$ 0
Construction:	\$ 950,000	\$ 0
Other:	\$ 0	\$ 0

A Resolution by the Bridgeport City Council

Regarding the

**National Fish and Wildlife Foundation
Long Island Sound Futures Fund - Johnson Creek (#21614)**

WHEREAS, the **National Fish and Wildlife Foundation** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **National Fish and Wildlife Foundation Long Island Sound Futures Fund**; and

WHEREAS, funds under this grant will be used to restore the Johnsons Creek's ecosystem functions while also creating a passive recreation boardwalk along the water; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **National Fish and Wildlife Foundation** for habitat restoration and passive recreational amenities.

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 **National Fish and Wildlife Foundation** for the purpose of the **Long Island Sound Futures Fund**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **National Fish and Wildlife Foundation Long Island Sound Futures Fund** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Comm. #123-19 Referred to ECD & Environment Committee on 6/15/2020.

June 10, 2020

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

Re: Resolution – Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreational Activities Program (#21533)

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

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

Thank you,

Isolina DeJesus
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program – Bridgeport Senior Center Recreational Activities Program (#21533)

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 is seeking funding from SWCAA to continue and increase the support for the Department of Aging’s recreational and activities programs located in the senior centers. This funding will allow all senior centers to continue and increase the number of recreational classes. It will also fund the transportation for two yearly field trips. This program will continue to offer opportunities for Bridgeport seniors to live healthier lifestyles and enhance their social wellbeing.

CONTRACT PERIOD: 10/1/2020 – 9/30/2021

FUNDING SOURCES (Including Match Funds)	
Federal:	\$ 49,250
State:	\$ 0
City:	\$ 79,312 (In-Kind)
Other:	\$ 0

GRANT FUNDED (PROJECT FUNDS REQUESTED)	
Salaries/Benefits:	\$0
Supplies:	\$3,000 (Supplies for Painting Class)
Travel:	\$3,000 (Transportation for Field Trips)
Contractual:	\$41,750 (Instructors)
Other:	\$1,500 (Refreshments for Activities)

MATCH REQUIRED		
	CASH	IN-KIND
Salaries/Benefits:	\$	\$72,752 (Full/Partial Personnel with Benefits)
Other: Building Space & Utilities	\$	\$6,560

**A Resolution by the Bridgeport City Council
Regarding the
Southwestern Connecticut Agency on Aging (SWCAA) –
Title III Funding Older Americans Act Grant Program (#21533)**

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

WHEREAS, this funding has been made possible through the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program**; and

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

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program** to increase the recreational activities and enhance the seniors' social wellbeing by offering field trips.

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

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

Comm. #124-19 Referred to ECD & Environment Committee on 6/15/2020.

June 10, 2020

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

Re: Resolution – Southwestern Connecticut Agency on Aging (SWCAA) – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Program (#21270)

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

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

Thank you,

Isolina DeJesus
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program – Elderly Hispanic Program (#21270)**

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 is seeking funding from SWCAA to support the Health and Social Services Elderly Hispanic Program. Funding will be used to continue to increase the bilingual information and assistance that is provided as well as the education sessions to low-income, Hispanic 60+ adults. The Project Coordinator will have the opportunity to continue the one-on-one counseling/referral services and complete at least 3 community group sessions. The Elderly Hispanic Program aims to improve the quality-of-life for seniors in Bridgeport that have limited proficiency.

CONTRACT PERIOD: 10/01/2020 – 09/30/2021

FUNDING SOURCE (Including Match Funds)	
Federal:	\$23,025
State:	\$0
City:	\$30,668 (In-Kind)
Other:	\$0

GRANT FUNDED (PROJECT FUNDS REQUESTED)	
Salaries/Benefits:	\$18,525 (Personnel without Full Benefits)
Supplies:	\$1,000 (Office Supplies & Cutlery)
Publication & Printing:	\$850 (Forms, Pamphlets, Brochures)
Conferences & Training:	\$350 (Training for the Program Coordinator)
Travel:	\$300 (Outreach in the Community)
Other:	\$2,000 (Food/Beverage for group meetings)

MATCH REQUIRED		
	CASH	IN-KIND
Salaries/Benefits:	\$	\$12,668 (Personnel with Full Benefits)
Building Space & Utilities:	\$	\$18,000

**A Resolution by the Bridgeport City Council
Regarding the
Southwestern Connecticut Agency on Aging (SWCAA) –
Title III Funding Older Americans Act Grant Program -
Elderly Hispanic Program (#21270)**

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

WHEREAS, this funding has been made possible through the **Southwestern Connecticut Agency on Aging – Title III Funding Older Americans Act Grant Program**; and

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

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

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

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

Comm. #125-19 Referred to ECD & Environment Committee on 06/15/2020.

June 10, 2020

City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: Resolution – CT Department of Agriculture – FY2020 Farm Viability Grant

Attached, please find a Grant Summary and Resolution for the **CT Department of Agriculture – FY2020 Farm Viability Grant** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

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

Thank you,

Isolina DeJesus
Central Grants Office



GRANT SUMMARY

PROJECT TITLE: **CT Department of Agriculture – FY2020 Farm Viability Grant**

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 is requesting funding in partnership with the East End NRZ and High Ridge Hydroponics for the creation of a hydroponic micro-green shipping container on property owned by Bridgeport Hospital in the East End. This collaboration will bring fresh, healthy, organic produce to the East End neighborhood and the region.

CONTRACT PERIOD: TBD

Federal:	\$0
State:	\$49,999
City:	\$0
Other:	\$0

GRANT FUNDED PROJECT FUNDS REQUESTED

Salaries/Benefits:	\$0
Contractual	\$0
Other:	\$0

MATCH REQUIRED

	CASH	IN-KIND
Source: High Ridge Hydroponics	\$68,806	\$
Source:		

A Resolution by the Bridgeport City Council

**Regarding the
CT Department of Agriculture – FY2020 Farm Viability Grant**

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

WHEREAS, this funding has been made possible through the **FY2020 Farm Viability Grant**; and

WHEREAS, the purpose of the grant program is to provide funding for the creation of a hydroponic micro-green shipping container; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **CT Department of Agriculture – FY2020 Farm Viability Grant** to provide funds for the hydroponic micro-green shipping container resulting in bringing fresh, healthy, organic produce to the East End neighborhood and the region.

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 **CT Department of Agriculture** for the purpose of the **FY2020 Farm Viability Grant**.
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 **CT Department of Agriculture** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program .

Comm. #126-19 Referred to Joint Committee on ECDE & Contracts Committee on 6/15/2020.

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

June 10, 2020

City Clerk
45 Lyon Terrace
Bridgeport CT 06604

**Re: Resolution Making Findings Per *Connecticut City and Town Development Act*
Precursor to Consideration of a Tax Incentive Development Agreement
515 West Avenue**

Request for a Public Hearing Before the Full Council on July 6, 2020

Referral to the Joint ECDE & Contracts Committee

Request for Committee Meeting Prior to July 6, 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 mixed-income affordable housing development at 515 West Avenue.

This item will require a public hearing, which we request be ordered for the full City Council meeting of Monday, July 6, 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 July 6th.

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 515 West Avenue

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

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

WHEREAS, the City's Office of Planning and Economic Development has presented to the City Council via separate resolution a Tax Incentive Development Agreement for the mixed-income, mixed-use affordable housing development at 515 West Avenue (the "**Agreement**");

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

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

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

(Return to Chapter
Table of Contents)

(Return to
List of Chapters)

(Return to
List of Titles)

Comm. #127-19 Referred to Joint Committee on ECD&E & Contracts Committee on 6/15/2020.

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

June 10, 2020
Honorable City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

**Re: Resolution Authorizing a Tax Incentive Development Agreement – 515 West Avenue
Request for Public Hearing Order For Council Meeting of July 6, 2020
Referral to Joint ECDEE/Contracts Committee convened to allow final July 6th 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 mixed-income affordable housing development at 515 West Avenue. Additionally, this letter serves as OPED's request that the Council order a public hearing on this item for its meeting of July 6th.

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 July 6th.

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

**Resolution Authorizing
A Tax Abatement Agreement for 515 West Avenue**

Whereas pursuant to *Chapter 585 of the Connecticut General Statutes* and *Chapter 3.28 of the Code of Ordinances of the City of Bridgeport* (the “**Enterprise Zone Ordinance**”), there is established within the City of Bridgeport (the “**City**”) an Urban Enterprise Zone (the “**Enterprise Zone**”);

WHEREAS the Bridgeport Neighborhood Trust, acting through its affiliate entity, “Downtown West Gate Apartments Limited Partnership,” (the “**Owner**”), has developed and owns a 48-unit mixed-use, mixed-income, affordable housing development located at 515 West Avenue (the “**Property**”), which is located within the Enterprise Zone;

WHEREAS pursuant to City Council Item #176-17, approved October 25th, 2018, the City Council authorized the implementation of the Enterprise Zone 7-year tax assessment fixing and deferral benefit for the Property;

WHEREAS *Chapter 3.28.050.4* of the Enterprise Zone Ordinance establishes that “the municipality may provide any additional tax abatements or deferrals as it deems necessary for any property located in such an enterprise zone”;

WHEREAS, pursuant to the aforementioned City Council Item #176-17, and pursuant to City Council Item #51-19, approved May 4th, 2020, the City Council has requested that the Office of Planning and Economic Development (“**OPED**”) present to the Council three additional tax abatement programs for the Property, specifically providing for the Council’s review of three different tax payment schedules that would run for a total of ten, fifteen, and twenty years, respectively;

WHEREAS, OPED has accordingly attached to this resolution the three required schedules providing for a ten, fifteen, and twenty year abatement, (“**Schedule A,**” “**Schedule B,**” **Schedule C,**” respectively), and has also attached to this resolution a basic form of agreement (the “**Agreement**”) to which one of the above mentioned abatement schedules might be specifically attached, as per the Council’s election and authorization;

WHEREAS, the Council is considering these additional tax abatement schedules pursuant to the *City’s Tax Incentive Development Program, Ch 3.20 of the Municipal Code of Ordinances* and pursuant to the *Connecticut City and Town Development Act (Chapter 114 of the Connecticut General Statutes*, herein referred to as the “**Act**”);

WHEREAS, OPED has reviewed the financial information provided by the Owner to OPED in the Owner’s initial application for financing to CHFA and in the Owner’s initial application to OPED for consideration of a Tax Incentive Development Agreement for the development of the Property, and has based its proposed tax abatement schedules upon the income and operating expenses and overall capital and financing structure then presented by the Owner, in a manner in keeping with the financial parameters outlined in the Tax Incentive Development Ordinance;

WHEREAS, the City Council finds that it is in the City’s best interest to support this affordable housing development by providing an additional tax abatement to the Property;

NOW THEREFORE BE IT RESOLVED that the Agreement is hereby approved in substantially the form attached hereto, and that the Agreement shall specifically incorporate the tax payment schedule presented in Schedule ___ attached hereto;

BE IT FURTHER RESOLVED 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.

Schedule A - 10 Years

<u>Year</u>	<u>\$/unit</u>	<u>Tot Tax</u>
1	279	13,390
2	296	14,205
3	1,168	56,050
4	1,381	66,264
5	1,605	77,040
6	1,842	88,403
7	2,091	100,379
8	2,354	112,993
9	2,425	116,383
10	2,497	119,874
Total:		764,981

Schedule B - 15 years

<u>Year</u>	<u>\$/unit</u>	<u>Tot Tax</u>
1	279	13,390
2	296	14,205
3	1,168	56,050
4	1,381	66,264
5	1,605	77,040
6	1,842	88,403
7	2,091	100,379
8	2,354	112,993
9	2,425	116,383
10	2,497	119,874
11	2,572	123,471
12	2,649	127,175
13	2,729	130,990
14	2,811	134,920
15	2,895	138,967

Total: 1,420,504

Schedule C - 20 years

<u>Year</u>	<u>\$/unit</u>	<u>Tot Tax</u>
1	279	13,390
2	296	14,205
3	1,168	56,050
4	1,381	66,264
5	1,605	77,040
6	1,842	88,403
7	2,091	100,379
8	2,354	112,993
9	2,425	116,383
10	2,497	119,874
11	2,572	123,471
12	2,649	127,175
13	2,729	130,990
14	2,811	134,920
15	2,895	138,967
16	2,982	143,136
17	3,071	147,430
18	3,164	151,853
19	3,259	156,409
20	3,356	161,101
	Total:	2,180,433

TAX INCENTIVE DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF BRIDGEPORT ("CITY")

AND

_____ ("**DEVELOPER**")

RE: _____,

Bridgeport, CT

WHEREAS, the Developer owns certain real property located at _____, 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 _____ () units of low- and moderate-income housing (the "**Project**") on the Property; and

WHEREAS _____; and

WHEREAS, the Developer has submitted an application for tax relief in accordance with Municipal Code Chapter 3.20 ("**Tax Incentive Development Ordinance**") that allows for assistance when a project meets the objectives of the City and Town Development Act, Ch. 7-480 et seq. Connecticut General Statutes (the "**Objectives**"); and

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

WHEREAS, the Office of Planning and Economic Development ("**OPED**") has reviewed the proposed Project in light of the Housing Tax Incentive Ordinance and the official policies and procedures approved by the Bridgeport City Council on _____ 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 infeasible; and

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

WHEREAS, the Developer has agreed and committed to develop the Project on the Property and to fund such improvements at an approximate total cost of approximately _____ Million (\$_____.00) Dollars; and

WHEREAS, OPED has determined that the Project is entitled to a tax incentive that will permit the Taxes to be fully abated during a two-year construction period and thereafter to be partially abated and phased-in during the first _____ () years of the Project's operation commencing with the issuance of a certificate of occupancy (the "**Term**") in the amount of _____ (\$_____.00) Dollars per unit per year for a total Tax reduction for the Term in the aggregate for the Project of _____ (\$_____) Dollars in accordance with the amounts and dates set forth in **Exhibit A** attached hereto and made a part hereof (the "**Tax Incentive**") and

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

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

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

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

WHEREAS, the scheduled Tax Incentive Payments shall at all times during and following each successive Grand List Year during the Term constitute a valid and legally

binding lien on the Project, with full priority in accordance with applicable Connecticut law as set forth in Connecticut General Statutes Section 12-172.

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

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

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

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

(a) Construction Period Tax Abatement. No Taxes shall be due on the Property from the date that the City issues the first building permit to the Developer ("**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 _____ () 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 _____ () years of operation ("**Operating Period Tax Abatement**") shall be equal to an amount that is _____ (\$ _____ .00) Dollars per unit/per year during the Term, a year being the 12-month period starting on July 1 of one year and ending of June 30 of the following year ("**Year**") determined in the following manner:

[describe formula for calculation]

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

The Taxes due pursuant to paragraphs (a) 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. The Term shall commence on the day following the expiration of the Construction Period Tax Abatement (the "**Commencement Date**") and shall be paid in two (2) semi-annual installments during a Year on July 1 and on January 1 of the following year (each an "**Installment**") of the following year. If the first Installment falls on a day after July 1 or after January 1, as applicable, the Developer shall pay a proportionate amount of such Installment based on the number of days remaining until the next scheduled Installment becomes due (a "**Partial Installment**").

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

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

4. **Defaults; Remedies.** A default ("**Default**") shall exist hereunder if any of the following occur (each an "**Event of Default**"): If the Developer: (a) shall have committed a Delinquency in connection with three (3) Installments, regardless of whether the Developer subsequently paid such Installment with interest; (b) allowed a Delinquency to exist in excess of 90 days, regardless of whether the Developer subsequently paid such Installment with interest; or (c) violated any other material obligations on its part to be performed hereunder and such Event of Default continued beyond any applicable cure period. Upon the occurrence of an Event of Default under subsection (c) above, the City shall give the Developer thirty (30) days to cure such Default. Upon the occurrence of a Default that is not cured after the passage of any cure period hereunder, the City shall have the right (i) to terminate this Tax Incentive Agreement upon the giving of thirty (30) days' written notice, (ii) to record a notice in the Bridgeport land records terminating the Tax Incentive Agreement as of the date that

termination takes effect, (iii) to collect all unpaid Installments due up to the date of termination, and (iv) to reinstate the Taxes that would otherwise be due on the Property and the Project in the absence of this Tax Incentive Agreement including costs and expenses of collection and reasonable attorneys' fees whether or not litigation is commenced. Termination of this Tax Incentive Agreement shall not invalidate, increase, or otherwise impact previous payments of Taxes for the period such payments were made. The Property and Project shall be listed as development property as defined in Connecticut General Statutes, Section 7-482 on the City of Bridgeport Tax Assessor's records, and shall be subject to the provisions of Chapter 205 Municipal Tax Liens, of the Connecticut General Statutes, Sections 12-171 to 12-195g et seq.

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

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

7. **Commencement of Construction; Developer Investment.** The Developer agrees to commence construction of the Project within six (6) years/months after the execution of this Tax Incentive Agreement and shall complete the Project no later than eighteen (18) months after the execution of this Tax Incentive Agreement **TIME BEING OF THE ESSENCE.** The Developer agrees to invest approximately _____ Million (\$_____00) Dollars in development, construction and environmental remediation costs related to the Project.

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

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

10. **Notices.** All notices required or desired hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, postage prepaid, deposited in a repository of the United States Postal Service or by a recognized overnight courier

service addressed to the receiving party at its address specified below:

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

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

All notices to Developer:

with a copy to:

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

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

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

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

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

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

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

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

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

discriminatory intention or effect, and shall comply with all federal, state and local laws prohibiting discrimination.

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

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

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

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

(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 (defined below) 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, 1st Floor ("**MBE Administrator**").

(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.

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

(k) 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.

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

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

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

(d) Prior to seeking a building permit for the project, developer shall meet with the office of contract compliance with paperwork sufficient to establish developer's satisfaction of this requirement or documentation sufficient to the office of contract compliance for said office to issue a waiver of this requirement for good cause shown.

18. **Excusable Delay.** The parties hereto, respectively, shall not be in default of their respective obligations under this Tax Incentive Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of a law, rule or regulation or a change in existing laws, rules or regulations that prevents any party's ability to perform its respective obligations hereunder, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Tax Incentive Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations

hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the obligations of the parties and may result in the need to modify the agreement accordingly.

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

NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS THEREOF, the parties have executed this agreement this _____ day of _____, 2018.

In the presence of:

CITY OF BRIDGEPORT

By: _____

Title: _____
duly-authorized

STATE OF CONNECTICUT)

) ss. Bridgeport _____, 201__

COUNTY OF FAIRFIELD)

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

Commissioner of the Superior Court
Notary Public
Commission Expires:

DEVELOPER

In presence of:

By: _____

Title: _____
duly authorized

STATE OF)

) ss. _____, 201__

COUNTY OF)

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

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

SCHEDULE A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

EXHIBIT A

Schedule of Installments

Installments

ABSENT EARLIER TERMINATION OF THIS TAX INCENTIVE AGREEMENT, FULL PAYMENT OF ALL REGULARLY ASSESSED PROPERTY TAXES BECOME DUE AND OWING COMMENCING ON JULY 1, 20__.

Exhibit B

Minority Business Enterprise Program Ordinance



OFFICE OF THE CITY CLERK RESOLUTION FORM

20 JUN 11 10:11 AM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	113-19
Submitted by Councilmember(s):	Eneida L. Martinez Ernest Newton; Matthew McCarthy, 130 th ; Jorge Cruz, Sr., 131 st ; Denese Taylor-Moye, 131 st ; M. Evette Brantley, 132 nd ; Jeanette Herron, 133 rd ; Rosalina Roman-Christy, 135 th ; Alfredo Castillo, D-136 th Avelino Silva, 136 th ; Aidee Nieves, Maria I. Valle, 137 th ; Maria H. Pereira, 138 th
Co-Sponsors(s):	Choose an item. Choose an item. Choose an item. Choose an item.
District:	139TH
Subject:	Proposed Resolution condemning police brutality evidenced in the George Floyd death and other recent incidents across the country and support for taking necessary steps to change the culture to prevent occurrence of similar incidents for the benefit of the shared common good.
Referred to:	Public Safety and Transportation Committee
City Council Date:	June 15, 2020

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS: In July 2014, Eric Garner, an African American man suspected of a petty crime was pulled to the ground by New York City police and choked on the pavement as a witness videotaped him crying out, "I can't breathe; and

WHEREAS: on May 25, 2020 George Floyd, another African American man suspected of a petty crime, died on the ground as the result of the knee of a police officer in Minneapolis on his neck, as he cried out, "I can't breathe; and

WHEREAS: these types of incidents have millions of Americans to express their concern about the way unequal treatment by police who statistically stop, arrest, and engage lethal force on minorities at disproportionate rates; and

WHEREAS: in 2015 former President Barack Obama's Task Force on 21st Century Policing, provided guidance on this issue and the current federal administration has ignored that guidance which has in part led to protest around the country where Police have opened fire with rubber bullets and tear gas scores of protesters and officers have been injured and a dozen states have activated their National Guards, and Businesses have been looted and burned; and

WHEREAS: there is a need for an end to inconsistent institutional standards and action to eliminate disparate treatment, break the fear, repression and resentment and make change stop the deaths of unarmed non-threatening persons; and

WHEREAS: it is in the common good to changes to the laws that govern police encounters to create one standard throughout the country; and

WHEREAS: to address this some have called for legislation to create a police misconduct registry, mandatory reporting of use-of-force incidents, and banning of racial and religious profiling and requiring racial bias training; and

WHEREAS: the City Council here in the City Bridgeport supports improving training and protocols to build and maintain community trust and encourages taking all appropriate steps to achieve these goals at all levels.

NOW, THEREFORE BE IT RESOLVED, by the City of Bridgeport Council Members that we stand with those who in condemning the police brutality evidenced in the George Floyd death and other recent incidents across the country and we



OFFICE OF THE CITY CLERK RESOLUTION FORM

support taking the necessary steps to change the culture to prevent the occurrence of similar incidents for the benefit of the shared common good.

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

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

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:
-----------------	--	-------

SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: _____

SECTION IX COMMENTS (if any)



OFFICE OF THE CITY CLERK RESOLUTION FORM

115-19SECTION I

CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	115-19		
Submitted by Councilmember(s):	Maria H. Pereira	Choose an item.	
Co-Sponsors(s):	Eneida L. Martinez	Choose an item.	Choose an item.
District:	138TH; 139TH		
Subject:	Bridgeport Police Department Training , Reforms & Accountability		
Referred to:	Public Safety and Transportation Committee		
City Council Date:	June 15, 2020		

SECTION II

RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, the Bridgeport Police Department has had a strained relationship with the Bridgeport Community for decades; and

WHEREAS, recent events related to the actions of some Bridgeport Police Officers has only served to further exasperate those tensions and lack of trust; and

WHEREAS, the world, nation, states and municipalities have reached a point of inflection due to years of well publicized brutality, civil rights violations, systemic racism, and death caused by the actions of police officers; and

WHEREAS, we have an opportunity to work collectively to enact relevant and necessary police training, policies and reforms that will ideally benefit our police officers, residents and community as a whole; and

WHEREAS, the profession of policing is critical to the well-being of every community, therefore we can no longer tolerate even one police officer that does not adhere to the very laws that they take an oath to uphold, otherwise referred to as "bad apples"; and

WHEREAS, if the community believes that our police officers violate our ordinances, state, and federal laws with impunity while arresting and charging citizens with violating our ordinances, state, and federal laws; our citizens will never place their faith and trust in the Bridgeport Police Department; and

WHEREAS, a government of laws and not of men is one of the underlying principles of America, therefore it cannot simply be hollow rhetoric without accountability for all which includes those entrusted to enforce and uphold our laws; and

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that the following Bridgeport police matters be addressed in an honest, transparent, respectful and authentic matter:



OFFICE OF THE CITY CLERK RESOLUTION FORM

- 1) Bridgeport Police Officers are to be provided with constituent engagement training in both the academy and on an annual basis
- 2) Bridgeport Police Officers are to be provided with de-escalation training in both the academy and on an annual basis
- 3) Bridgeport Police Officers are to be provided with training related to both implicit/explicit racism and /or bias in both the academy and on an annual basis
- 4) Bridgeport Police Officers are to be provided with body cameras which must be engaged during all interactions with citizens
- 5) Bridgeport Police Officers must be required to intervene and report other officers engaged in unlawful conduct or violations or be considered accomplices by being complicit
- 6) The Bridgeport Police Department must place all its regulations, policies and procedures on the BPD webpage in a transparent manner
- 7) All Bridgeport Police Department judgements/settlements related to police brutality or civil rights violations are to be paid from the BPD overtime budget as a form of accountability

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	



CITY COUNCIL BRIDGEPORT

PRESS RELEASE

June 3, 2020

The Bridgeport City Council stands here today to express our heartfelt pain and compassion for George Floyd, his family, the African American community and our nation as a whole. As a result of the horrific death of George Floyd; our communities and country are understandably reeling from grief, anger, and sadness. We stand united and in solidarity with the family of George Floyd and families of color who have endured the tragic loss of loved ones at the hands of police officers both unjustly and with little to no accountability.

Some residents of Bridgeport have experienced similar incidents with our own police department and have called for reform and accountability. Although the Bridgeport City Council recognizes that history cannot be changed; we can take steps to ensure history does not repeat itself moving forward.

All our police officers have a contract with the residents of Bridgeport to "protect and serve" them. Bridgeport police officers are compensated and trained professionals that must always maintain the highest level of decorum and integrity to ensure the public has trust in their decisions, actions and conduct.

To ensure that the community at large has faith and trust in their elected City Council representatives and police department; the City Council will be taking the following action:

- 1) We will immediately move to ban any form of "choke holds" in both police training and as an acceptable form of restraint used by the Bridgeport Police Department;
- 2) We will be working to ensure that all police officers are provided with "constituent engagement" training;
- 3) We will ensure that all police officers are provided with "de-escalation" training not only in the academy, but on an annual basis;
- 4) We will work to ensure all police officers are provided body cameras which must be turned on during all interactions with citizens;



CITY COUNCIL BRIDGEPORT

5) We will be discussing that all BPD settlements and/or judgements related to excessive force and civil rights violations will be paid out of the police overtime budget as a form of accountability for any unlawful behavior;

6) We will review the structure and function of the Board of Police Commissioners.

We also stand in solidarity with those who have peacefully protested the continued injustice and systemic racism African American families and communities of color continue to experience. In addition, we are expecting and support any additional protests and rallies to be held over the next few days, however we are respectfully requesting that all participants peacefully protest while maintaining civility and respect for all Bridgeport's residents, emergency responders, homes and businesses.

As a significantly diverse community, we believe we can rise to the challenge before us together as we are all invested and united in the betterment of every aspect of our beloved Bridgeport.

Scott Burns
Matthew McCarthy
130th District

Jorge Cruz, Sr.
Denese Taylor-Moye
131st District

Marcus A. Brown
M. Evette Brantley
132nd District

Jeanette Herron
133rd District

Mary A. McBride-Lee
135th District

Avelino D. Silva
136th District

Maria I. Valle
Aidee Nieves
137th District

Maria H. Pereira
Samia S. Suliman
138th District

Eneida L. Martinez
Ernest E. Newton II
139th District

Item # *91-19 Consent Calendar

Software License and Support Agreement with EPR Systems USA Inc. regarding a Software Package called EPR FireWorks for the Fire Department.



Report
of
Committee
on
Contracts

City Council Meeting Date: June 15, 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

ATTEST
CITY CLERK
RECEIVED
CITY CLERKS OFFICE
20 JUL -8 PM 3:56



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. *91-19 Consent Calendar

RESOLUTION

(FireWorks)

EPR Systems USA Inc.
(the "Vendor")

WHEREAS, Vendor is engaged in the business of designing and developing computer software systems and related products and has created and developed a software package called EPR FireWorks that is capable of supplying emergency agencies with an innovative, comprehensive, and integrated records management solution ("Software"); and

WHEREAS, the City of Bridgeport's Fire Department desires to utilize such Software to support management of its fire station operations, and

WHEREAS, the City of Bridgeport's Fire Department believes it is in the City of Bridgeport's best interest to enter into an agreement whereby the City of Bridgeport's Fire Department would use Vendor's Software pursuant to the terms and conditions set forth in the agreement attached hereto and made a part hereof as Exhibit A ("Agreement"); and

WHEREAS, the Office of the City Attorney has negotiated and reviewed the attached Agreement with the Vendor to provide the Software and services associated therewith.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council approves of the City of Bridgeport, through its Fire Department, entering into the Agreement attached hereto and made a part hereof as Exhibit A, in substantial form and substance and subject to the final approval of the Office of the City Attorney, and that the Mayor or the Chief of the Fire Department be authorized to execute the Agreement and such other documents as may be necessary or appropriate to engage the services for the purposes provided herein.



City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on Contracts
Item No. *91-19 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

Jeanette Herron, D-133rd, Co-chair

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

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

City Council Date: June 15, 2020

Software License and Support Agreement

This agreement commencing on _____

BETWEEN:

City of Bridgeport (the "CUSTOMER")

- and -

EPR Systems USA Inc.
(the "Vendor")

WHEREAS, Vendor is engaged in the business of designing and developing computer software systems and related products and has created and developed a software package called EPR FireWorks that is capable of supplying emergency agencies with an innovative, comprehensive, and integrated records management solution (described in greater detail in the attached Schedule "B" the "Applications and/or "Software"); and

WHEREAS, CUSTOMER operates fire stations engaged in providing emergency and rescue services and desires to utilize such Software to support management of its fire station operations, and

WHEREAS, Vendor and CUSTOMER believe it is in their mutual interest and desire to enter into an agreement whereby CUSTOMER would use Vendor's Software pursuant to the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of this Agreement, the parties hereto agree as follows:

Section 1 – Definitions

1.1 In this Agreement, unless the context otherwise requires:

- a) **"Acceptance"** means the acceptance of the Deliverables in accordance with Section entitled Inspection of the Deliverables of this Agreement'
- b) **"Agreement"** means these terms and conditions and all Schedules attached hereto and made a part hereof, and the Purchase Order(s) associated herewith. In the event of a conflict between the Purchase Order and this Agreement, this Agreement shall control.

2010/10/28
10:10 AM
10/28/10

- c) **“Annual Service Fee(s)”** means the annual subscription fees described in Schedule A.
- d) **“Application(s)”** or **“SaaS Application(s)”** means those particular Vendor software application programs set forth in Exhibit B and which at the outset of this Agreement includes the Inspections and Property Management Application, the Pre-Plan Application, and the Inspection and False Billing Alarm Application, all of which are to be made accessible for CUSTOMER to use under the terms of this Agreement.
- e) **“Cloud Services”** means those services to be provided by Vendor related to CUSTOMER’s cloud environment and back-up hosted by Amazon Web Cloud (“AWS”) for storage, back-up and disaster recovery under this Agreement.
- f) **“Confidential Information”** means those confidential, scientific, technical, financial, business and other information, manufacturing, marketing, sales and distribution data, scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans and drawings recognized as exempt or immune from disclosure pursuant to applicable federal or Connecticut law.
- g) **“Contract Price”** means the amounts referred to or expressed in this Agreement, and specifically in the payment schedule attached as Schedule “A” to this Agreement, to be payable by CUSTOMER to the Vendor for the Deliverables, as may be increased by modification to this Agreement should CUSTOMER choose to add other software programs to the Applications.
- i) **“Deliverables”** means the whole of the services including, without limitation, system set-up, data conversion, data integration, AWS cloud storage, training, maintenance, and Applications required to be done, furnished or performed by the Vendor in accordance with the terms of the Agreement.
- j) **“EPR FireWorks”** means the computer software, converted data, system interfaces, databases and documentation that are to be installed by the Vendor and implemented by CUSTOMER, including the Deliverables to be provided by Vendor to CUSTOMER all as contemplated hereunder, as the same may be upgraded, enhanced or otherwise modified or adapted from time to time.
- k) **“Improvements”** means any improvements, updates, variations, modifications, alterations, additions, error corrections, enhancements, functional changes or other changes to the Deliverables, Applications, Cloud Storage and Documentation, including, without limitation:
 - (i) improvements and upgrades to improve software efficiency and maintainability;
 - (ii) improvements and upgrades to improve operational integrity and efficiency;

- (iii) functional improvements or changes which support legislated, regulatory or other lawful requirements;
- (iv) changes or modifications to correct errors; and
- (v) additional licensed computer programs to otherwise update the Applications.

l) **"Live Production"** means use of the tested and accepted EPR FireWorks system put into full service in the regular business operation of CUSTOMER.

m) **"Maintenance Access Period"**, unless otherwise specified in the Agreement, means an uninterrupted time period of hours each day beginning Sunday from 2:00 a.m. – 2 p.m., and week days Monday to Friday, between 8:00 a.m. and 5:00 p.m. EST, during which the Vendor shall have personnel available to receive/respond to email and/or telephone support for the reporting of malfunctions and maintenance services, including remote connect in accordance with the Agreement.

- n) **“Personally Identifiable Data”** means information concerning individually identifiable employees of CUSTOMER that is protected against disclosure under applicable law or regulation.
- o) **“Renewal Term”** means the renewal billing term of the Applications and Deliverables as may be exercised hereunder at the conclusion of the Initial Term.

- p) **“Response Time”** means the period of time beginning with a *bona fide* attempt to reach the Vendor by telephone, or other oral means, or email written means has been made by CUSTOMER during a Maintenance Access Period, and ending with the “non-automated” response of the Vendor to the CUSTOMER attempting to understand the problem which shall be no longer than three (3) hours.
- q) **“Supplier”** means any Vendor, subVendor or licensor of Vendor providing software, equipment and/or services to Vendor which are incorporated into or otherwise related to the Services. With the exception of Cloud Services, Vendor may at its sole discretion replace a Supplier, provided that a change to Supplier will not have a materially adverse effect on the Services delivered by Vendor under this Agreement. Cloud Services may only be changed in accordance with Section 9 hereof.
- r) **“Term”** means the Initial Term and any Renewal Terms thereafter.

- s) **“Time to Repair”** means that portion of the time that the EPR FireWorks system cannot be used because of error, defect, deficiency, failure, problem or non-conformance to Functional Specifications, starting from the “non-automated” response of the Vendor to first understand the deficiency and ending with the turnover of the fully functional Applications and/or Deliverables to CUSTOMER in proper working order;
- t) **“Unapproved Modifications”** means modifications to the Licensed Computer Programs not approved by the Vendor but made by CUSTOMER or on its behalf by someone other than the Vendor

Section 2 – Representations

2.1 The Vendor represents and warrants and it is a condition of this Agreement, that:

- (a) The Vendor is a corporation duly organized and existing in good standing under the laws of Florida and registered to carry on business as may be contemplated hereunder;
- (b) The Vendor has the ability and authority to enter into this Agreement, and the execution and performance of this Agreement or any part of this Agreement by the Vendor has been duly authorized by all requisite corporate action;
- (c) The execution and performance of this Agreement or any part of this Agreement by the Vendor does not and will not violate any contract or other obligation of the Vendor, and the Vendor knows of no circumstances which would prevent the Vendor's performance of this Agreement or any part thereof;

- (d) The Vendor is competent to perform its obligations hereunder, and has sufficient manpower, resources, skills, experience, and all such other materials as may be required to meet its obligations on or before the required date(s);
- (e) The Vendor has the necessary qualifications (including knowledge, experience, and skill) to provide the Deliverables, and will provide the Deliverable in a diligent, professional and timely manner; and
- (f) The representations and warranties made by the Vendor herein, including the recitals and all Schedules hereto (in particular, in the Vendor's Proposal), are reasonable and correct, and may be relied upon by CUSTOMER and shall continue to be reasonable and correct, and may be relied upon by CUSTOMER throughout the performance of this Agreement.

Section 3 – Grant of License

3.01 The Vendor hereby grants to the CUSTOMER, subject to the terms, conditions and limitations hereof, a worldwide, non-exclusive, irrevocable, perpetual right and license, which shall be non-transferable, to use the Applications and all related documentation provided to the CUSTOMER hereunder.

Section 4 – Term

4.01 This Agreement shall be effective as of the date of execution by both parties and shall extend for the period of three (3) years ("Initial Term"), ~~with two (2) optional one year extensions ("Renewal Term(s)"). This Agreement shall be automatically renewed for one year after the exercise of both Renewal Terms ("Extended Term") unless CUSTOMER shall provide the Vendor in writing of its intention not to enter into an Extended Term, said notice to be provided at least sixty (60) days prior to the expiration of the then in-effect Term.~~

Section 5 - Termination

5.01 CUSTOMER or Vendor may terminate the Deliverables and this Agreement for convenience upon sixty (60) business days prior written notice to the other party, subject to payments as set forth in Section 5.04.

5.02 Either party may terminate the Deliverables and this Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) business days after receipt of written notice to the Vendor; or thirty (30) business days if to the CUSTOMER.

5.03 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) business days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

5.04 If the Agreement is terminated for any reason:

(a) CUSTOMER shall pay Vendor within thirty (30) days of such termination, all fees accrued and unpaid for the subject Annual Service Fee under this Agreement prior

to the effective date of such termination, Vendor shall refund CUSTOMER any pre-paid fees for any portion of the Annual Service Fee for Applications and/or Deliverables subsequent to the termination date;

(b) Except as regards the retrieval of CUSTOMER's Data, CUSTOMER's right to access and use the Applications shall be revoked upon effective termination and be of no further force or effect;

(c) CUSTOMER agrees to timely return all Vendor-provided materials related to the Applications and/or Deliverables to Vendor at terminating party's expense or, alternatively, destroy such materials and provide Vendor with an officer's certification of the destruction thereof; and

(d) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

Section 6 – Customer Content upon Termination or Expiration of Term

6.01 CUSTOMER Content shall be available to CUSTOMER to retrieve at any time and at no additional charge throughout the Term and for no more than sixty (60) days after expiration or termination of the Agreement for any reason. After such time period, Vendor shall have no further obligation to store or make available the CUSTOMER Content and will securely delete all CUSTOMER Content without liability of any kind.

Section 7 – Trade-Marks and Proprietary Notices

7.01 The Vendor expressly reserves all rights to its own trade-names, logos, trade-marks, other identifying symbols and all of its proprietary rights in its product packaging or labeling of any Licensed Computer Programs. The CUSTOMER shall not acquire any right, title or interest in or to any such trade-name, logo, trade-mark, or other identifying symbols of the Vendor.

Section 8 – Payment

8.01 CUSTOMER shall pay the Vendor upon receiving an invoice and in accordance with the Payment Schedule described in Schedule "A" to this Agreement. The CUSTOMER may elect to add additional modules to this Agreement subject to a letter side agreement signed by both parties and an agreement therein to the costs subject thereto.

8.02 CUSTOMER shall notify the Vendor, within Thirty (30) of receipt of an invoice, of any inadequacy of the invoice or of the supporting documentation, and where any such notice is given within that period, the date for payment of the amount invoiced shall be postponed until the Vendor remedies the inadequacy to the satisfaction of CUSTOMER, at no additional cost to CUSTOMER. Payment will be made by CUSTOMER within Forty-Five (45) days of receipt of an adequate invoice issued by VENDOR.

8.03 INVOICES shall be mailed to: Chief of the Fire Department, 30 Congress Street, Bridgeport, CT 06604.

Section 9 . CONVERSION, INTEGRATION, IMPLEMENTATION AND SUPPORT

9.01 Data Conversion Services. All of the CUSTOMER's required data conversion to fully utilize EPR Fireworks shall be performed by Vendor. CUSTOMER shall provide the data to be converted from other sources to Vendor in xls or CSV file for upload into the EPR Fireworks.

9.02 Implementation/Integration Services. Vendor will provide the Implementation Services to CUSTOMER. CUSTOMER shall provide to Vendor the contact information to external vendors and assist in facilitating successful integration and implementation. CUSTOMER understands that its external vendor's API's are a necessary component for successful integration.

9.03 Sandbox. The EPR Fireworks system, consisting of all Deliverables and Applications will be vetted and tested outside of any live application both before Live Production and before and major upgrades or substantial changes are introduced to the operational EPR Fireworks System.

9.03 Training. Vendor shall provide to CUSTOMER at least three (3) consecutive days of on-site training, by one (1) trainer, which shall include but not necessarily be limited to overview training of the entire application; technical training focused at end users, superusers, system administrators and IT staff, and "Train the Trainer" sessions; and on-going periodic remote trainings specific to CUSTOMER and training webinars.

9.04 Support. Vendor will provide e-mail and/or telephone support during service hours between Sunday at 2:00 a.m. EST through Friday at 5:00 p.m. EST. As part of such support, Vendor will make updates to the Services available to CUSTOMER at no charge, as such updates are released generally to Vendor's customers and shall not interfere with Application Availability during Business Operational Minutes as those terms are defined in Schedule C, attached hereto and made a part hereof. CUSTOMER agrees that Vendor may install critical security patches and infrastructure updates automatically as part of the Services.

9.05 Code Sets. Vendor shall ensure that before Live Production, the EPR Fireworks system, Deliverables and Applications will contain all NFPA 101 (life safety), NFPA 1 (prevention) with Connecticut Amendments and Connecticut mechanical and building codes (collectively the "Code Sets") dating back from 2005 to the time of Live Production and will continue to keep said Code Sets updated and available within the EPR Firework system prior to their applicable effective dates. CUSTOMER understands that the historic Code Sets will have to be provided by it to Vendor from its current Firehouse program in a database format sufficient for implementation into the EPR Fireworks system. CUSTOMER will work with Vendor in obtaining future Connecticut amendments to the Code Sets in such sufficient database format. Regardless, the most common infraction drop down list will remain current with Connecticut amendments and within the EPR Fireworks system before their applicable Effective dates. Should the CUSTOMER not provide the Vendor with historic code sets, or should the CUSTOMER not provide the Vendor with updates on the state's codes – the Vendor will **NOT** be liable for providing the fire codes contained within FireWorks.

9.06 One Time Fee. The data conversions, integration, implementation and support (training included) outlined above are included in the one-time implementation costs set forth in Schedule A. CUSTOMER may request additional support, training, or other services for an additional fee.

Section 10. DATA STORAGE

10.01 Vendor shall house CUSTOMER's data in the Fireworks RMS and shall secure the same in the AWS cloud. All data remains the property of CUSTOMER and SQL back-up copies will be provided to CUSTOMER upon request. All data remains the property of CUSTOMER and CUSTOMER shall retain the ability to retrieve its data for sixty (60) days from the expiration of the Term or any earlier termination as herein provided. Vendor shall not change the on-site storage or cloud back-up servers or services without the prior written request of CUSTOMER, which shall not be unreasonably withheld. However, any change in storage MUST meet at the minimum security levels and availability as originally provided hereunder with AWS.

Section 11. DATA SECURITY

110.01 Vendor agrees to notify CUSTOMER within two (2) business days in writing of any discovery by Vendor of any breach or suspected breach of the provisions of this Agreement or any loss or unauthorized use, disclosure, acquisition of or access to any Customer Content of which Vendor becomes aware (any such breach or suspected breach being referred to herein as a "Data Breach"). Such notice shall summarize in reasonable detail the effect on CUSTOMER, if known, of the Data Breach and the corrective action taken or to be taken by Vendor. Vendor shall promptly take all appropriate or legally required corrective actions, and shall cooperate fully with CUSTOMER in all reasonable and lawful efforts to prevent, mitigate or rectify such Data Breach. In addition to the notice requirement contained herein, Vendor will also immediately report any such Data Breach to CUSTOMER'S Office of the City Attorney at 999 Broad Street, Bridgeport, CT 06604, (203)576-7647.

Section 12 – Confidentiality

12.01 The Vendor shall be bound by an obligation of strict confidence to CUSTOMER in respect of any Confidential Information disclosed by or on behalf of CUSTOMER to the Vendor or developed by the Vendor for CUSTOMER. The Vendor shall not:

- (a) Disclose, either directly or indirectly, any such Confidential Information, or any part thereof, to any person except as is specifically contemplated in this Agreement; and
- (b) Use any such Confidential Information, or any part thereof, for any purpose, except as is specifically contemplated within this Agreement, without the prior written consent of CUSTOMER and on terms and conditions satisfactory to CUSTOMER in its sole discretion.

Section 13 - Dispute Resolution

13.01 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, are subject to the following dispute resolution procedure:

13.02 **Initiation of Dispute Resolution Process.** In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this Agreement that a dispute continues to exist. The party giving such notice shall also forward a copy to the Chief Administrative Officer ("**Director**"), 999 Broad Street, 2nd Fl., Bridgeport, CT 06604. The

notice shall set forth the nature of the dispute, the notifying party's position statement, and copies of documents supporting its position regarding the dispute. Within seven (7) calendar days after the date such notice is given, the other party shall file its position statement and supporting documents to the Director. Within five (5) working days after receipt of such reply, the Director shall review the matter, issue a written determination ("**Determination**"), and mail a copy thereof to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion.

13.03

Court proceedings. Either party may proceed to resolve a dispute, after exhausting subparagraph (a) above, whether or not opting first under subsection (b) of this Paragraph in a Court of competent jurisdiction within the state of Connecticut.

Joinder in Other Proceedings. The City reserves the right to require the joinder and participation of the other party to this Agreement in any other mediation, arbitration or litigation involving a claim by another party that relates to the subject matter set forth in this Agreement and, reserves the additional right, if necessary or desirable in the City's sole determination, to join or implead the other party to this agreement into such mediation, arbitration, or litigation when doing so is deemed by the City to be in its best interests.

Section 14 – Indemnification and Insurance

14.01 Indemnity for Claims Arising from the Provision of Professional Services

As it applies to Claims arising from the provision of the Vendor's professional services, Vendor shall indemnify, defend, and save harmless the City, the State of Connecticut and/or the Judicial Branch and its officers and employees from any claims, damages, losses, litigation, expenses, reasonable counsel fees and personal injuries and/or property losses sustained by any person or entity ("Claims"), to the extent such Claims are caused by the negligent acts, errors or omissions, recklessness, or intentional wrongdoing of the Vendor, its employees, or subcontractors in connection with the services provided under this Agreement.

14.02 Indemnity for Claims Unrelated to the Provision of Professional Services

As it applies to Claims unrelated to the provision of the Vendor's services, i.e., automobile and general liability claims, Vendor shall defend, indemnify and save harmless the City, the State of Connecticut and/or its Judicial Branch and its officers and employees from any claims, damages, losses, litigation, expenses, reasonable counsel fees and personal injuries and/or property losses sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the Vendor, its employees, or subVendors in connection with the Project, and/or under this Agreement.

14.03 Insurance requirements: (1) As may be applicable, the following insurance coverage is required of the Vendor and it is understood that the Vendor will require other coverage from every Vendor 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 Vendor, evidenced by

endorsement. The Vendor shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating acceptable to the City.

14.04 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 \$250,000 per occurrence and \$500,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 property damage.

14.05 Errors & omissions/cyber liability policy, including coverage for network security/data protection liability insurance (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology/professional services or in connection with the specific services described in this Agreement: Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended; Data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems; Loss or denial of service; no cyber terrorism exclusion; with a minimum limit of \$2,000,000 each and every claim and in the aggregate. Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services). Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of Vendor or an independent contractor working on behalf of Vendor in performing services under this Agreement. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for the data breach indemnity in this Agreement for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations/crisis management, and other data breach mitigation services resulting from a breach of confidentiality or breach of security by or on behalf of Vendor.

14.06 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.

14.07 General requirements. All policies shall include the following provisions evidenced by ACCORD certificate AND endorsement:

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 Street, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance and endorsement delivered to the City and authorized and executed by the insurer as fully endorsed 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 Vendor and its permitted subVendors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial ratings acceptable to the City. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Attention: Purchasing Agent
999 Broad Street
Bridgeport, Connecticut 06604"

Section 15 – Notice

15.01 Unless otherwise specified herein or otherwise agreed to by the parties in writing, any notice required to be given hereunder (excluding invoicing) must be given in writing and delivered by postage-paid mail, personally, by prepaid courier with a copy delivered by electronic means, addressed to the appropriate party as follows:

CUSTOMER address:

Chief of Fire Department
30 Congress Street
Bridgeport, CT 06604

With copy to:

Office of the City Attorney
City of Bridgeport
999 Broad Street
Bridgeport CT 06604

Vendor address:

EPR Systems USA Inc.
1016 Lasalle Street
Jacksonville, FL 32207

15.02 All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth above. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail with a copy by e-mail, five days after proper deposit in a mail box.

IN WITNESS WHEREOF the parties have executed this Agreement effective the date first above written.

City of Bridgeport:

EPR Systems USA:

Name _____

Name: _____

Title Date

Title Date

SCHEDULE "A"
PAYMENT SCHEDULE

1. USER SUBSCRIPTION FEES – Invoiced and payable annually in advance as follows:

- Year 1 \$11,600 One-time interfaces, data conversion & training
- Year 1 \$30,350 Annual subscription fee inclusive, for the Modules listed below
- Year 2 \$31,778 Annual subscription fee inclusive, for the Modules listed below
- Year 3 \$33,278 Annual subscription fee inclusive, for the Modules listed below

EPR Systems USA Inc.
We do... all

1010 LaSalle Street
Jacksonville, FL 32207
Phone: 904-209-4357
Bill To
Name: City of Bridgeport, CT
Lisa Farrow, Buyer



DATE: August 28, 2019
Quotation #: 2019-005A BRPTFD
Customer ID: City of Bridgeport, CT

Quotation valid until: September 28, 2019
Prepared by: Kati Flezke

Comments or special instructions
RFP #D100100a

FireWorks Modules
Prepans, Inspections, Billing

Description	Included	Year 1	Year 2	Year 3
IFIRS 6.3 Incident Reporting		\$ -	\$ -	\$ -
NEMIS 3.4.0 Compliant ePCR Bundle		\$ -	\$ -	\$ -
Inspections & Property Management		\$ 12,800	\$ 20,750	\$ 21,550
Investigators		\$ -	\$ -	\$ -
Hydrants		\$ -	\$ -	\$ -
Prepans		\$ 8,050	\$ 8,868	\$ 7,002
Inventory & Maintenance		\$ -	\$ -	\$ -
Inspection & False Alarm Billing		\$ 2,400	\$ 2,520	\$ 2,346
Staffing / Roster		\$ -	\$ -	\$ -
Analytics (BI) Reporting Tool		\$ -	\$ -	\$ -
Cloud Licensing (12 licenses @ \$150 ea)		\$ 1,800	\$ 1,800	\$ 1,800
Annual Cost		\$ 30,350	\$ 31,778	\$ 33,278

One time - Implementation Cost	
Data Conversion & Cloud system configuration	\$ 5,000
Billing - interface	\$ 1,500
CAD interface	\$ 1,500
Training - 2 Days onsite	\$ 3,600
TOTAL	\$ 11,600

CUSTOMER may add additional Cloud Licenses at any time at the additional cost of \$150.00 per license.

Schedule B Software

FireWorks Included modules:

- Inspections & Property Management
- Pre-Plan
- Inspection & False Alarm Billing

Also included:

- Services to convert and integrate to CAD & Inspection billing system and implement EPR Fireworks System
- 3 days of consecutive on-site training.

SCHEDULE _C_

SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: Vendor at all times, strives for consistency and reliability in its Applications' availability and its Deliverables to the CUSTOMER. Nonetheless, there may come times when the Applications are not available. This Service Level Agreement ("SLA") defines acceptable and unacceptable service levels for Application availability.

For purposes of this SLA, terms not otherwise defined in the body of the Agreement have the following meanings:

"Actual Application Availability" means (Annual Operational Business Minutes minus Annual Operational Business Unavailability Minutes times 100) divided by Annual Operational Business Minutes.

"Annual Operational Business Minutes" means the minutes consistent with CUSTOMER'S minutes of annual business operations; which for CUSTOMER is 250 operational work days annually (weekdays minus 11 holidays) times 9 hours per work day (specifically 7:30 a.m. – 4:30 p.m.) times 60 minutes per hour = 135,000 Annual Operational Business Minutes.

"Annual Operational Business Unavailability Minutes" means those minutes of the Annual Operational Business Minutes where one or more Applications or Deliverables are functionally unavailable, which should correspond to the Time to Repair as calculated under the Agreement", but not including Excluded Events.

"Excluded Events" means those times of Operational Business Unavailability Minutes which relate directly to the Application(s) dependency upon electric, Wi-Fi, or cable connectivity to a source outside of the control of either Vendor or Customer, which when reconnected to said source, shall cease to be an Excluded Event. Excluded Events shall not include scheduled service or updates as such shall be performed outside of the Annual Operational Business Minutes.

Example: If the Annual Operational Business Unavailability Minutes for a year's service term was a total of 20 hours, or 1200 minutes, the Actual Application Availability would be calculated as follows:

$$\frac{(135,000 - 1200 \times 100)}{135,000} = 99.11\%$$

The Vendor shall at all times strive to meet, if not exceed, 99.75% Application Availability. Vendors failure to meet 95% Application Availability during any year of the

Term, shall be considered a material default of the Agreement and in addition to any other remedies afforded Customer, in the event that Application Availability fails to meet 90% Application Availability during any year of the Term, CUSTOMER shall be credited and/or refunded as follows:

99.75% Application Availability Goal

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle CUSTOMER to a credit as follows:

Actual Application Availability % (as measured in a calendar year)	Service Credit to be applied to CUSTOMER's annual invoice for the affected Term year
<87.00% to 89.99%	10%
<84.00% to 86.99%	15%
<81.00% to 83.99%	25%
<80.00% to 80.99%	35%
<80.00%	50%
<70.00	75%

"Maintenance Period" means scheduled maintenance periods established by Vendor to maintain and update the Services, when downtime may be necessary, as further described below. The Maintenance Period is used for purposes of the Service Credit Calculation; Vendor continuously maintains the production environment on a 24x7 basis to reduce disruptions.

Reporting and Claims Process: Service Credits will not be provided if: (a) CUSTOMER is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event.

Vendor will provide CUSTOMER with an Application Availability report within fifteen (15) days of the conclusion of a service year of the Term. Within thirty (30) days of receipt of such report, CUSTOMER must request the applicable Service Credit (if any) by written notice to Vendor. CUSTOMER waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Vendor records and data unless CUSTOMER can provide Vendor with clear and convincing evidence to the contrary.

SCHEDULE D___
Non-Discrimination
(City required provision)

- (a) The Vendor 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 Orders 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.
- (b) Further, this agreement is subject to the provisions of the Governor's Executive Order No. 17 promulgated February 15, 1973, 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. 17. The parties agree to abide by Executive Order No. 17 and agree that the Vendor and all subVendors shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.
- (c) The Vendor 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, civil union 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.

d) To the extent that the Contract has employees which will be engaged in the performance of the Services: (1) The Vendor agrees and warrants that in the performance of this Agreement such Vendor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Vendor agrees to provide each labor union or representative of workers with which such Vendor has a collective bargaining agreement or other contract or understanding, and each vendor with which such Vendor has a contract or understanding a notice to be provided by the Commission on Human Rights and Opportunities (hereafter "Commission") advising the labor union or workers representative of the Vendor's commitments under General Statutes Section 4a-60a and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Vendor agrees to comply with each provision of General Statutes Section 4a-60a and with each regulation or relevant order issued by said Commission pursuant to Section 46a-56 of the General Statutes; and (4) the Vendor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Consultant which relate to the provisions of sections 4a-60a and 46a-56 of the General Statutes.

Item# 96-19

Amendments to the Municipal Code of Ordinances, Title 10 - Vehicles and Traffic, amend Chapter 10.16 - Parking, DENIED.



Report
of
Committee
on
Ordinance

City Council Meeting Date: June 15, 2020

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Clerk's Note:
Item was denied
at this meeting but
Approved at 07/06/2020
City Council Meeting
(OFF THE FLOOR), See
07/06/2020 Report

Please Note: Mayor did not sign Report.

RECEIVED
CITY CLERKS OFFICE
20 JUL -8 PM 3:56
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 96-19

Amendment to the Municipal Code of Ordinances 10.16 regarding the Parking Division

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

EXHIBIT A

10.16.010 - Definitions.

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

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

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

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

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



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 96-19

Amendment to the Municipal Code of Ordinances
10.16 regarding the Parking Division

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

EXHIBIT A

10.16.010 - Definitions.

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

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

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

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

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances

Item No. 96-19

-2-

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

"Operator" means any person operating a vehicle.

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

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

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

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

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

"Parking division" means ~~the director of the~~ **Police** department ~~of public facilities~~ (See Connecticut general Statutes Section 7-202, as amended) ~~or his/her designee in writing~~, as the administrator of the parking system with the right to enforce parking regulations pursuant to Connecticut General Statutes Section 7-204a, as amended, and the right to receive amounts remitted to the city for parking violations and other fees collected by the clerk of the superior court pursuant to Connecticut General Statutes Section 51-56a, as amended.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances

Item No. 96-19

-3-

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

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

~~"Parking manager" means the director of the department of public facilities, or his/her designee,~~

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

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

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
Item No. 96-19

-4-

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

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

"Street" means a local highway in the city and controlled by the city that is established and exists for the use of vehicles, and including but not limited to use by pedestrians, cyclists and other users, but does not include highways or bridges under the control of the state department of transportation.

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

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

(Ord. dated 7/5/16)



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
Item No. 96-19

-5-

10.16.020 - Designation of traffic authority.

The board of police commissioners is designated as the traffic authority for the city of Bridgeport with all of the powers granted by Connecticut General Statutes Chapter 249, Title 14-297 et seq., as amended.

(Ord. dated 7/5/16)

10.16.030 - Powers.

- A. The powers of the traffic authority are set forth in Title 14 of the Connecticut General Statutes and include but are not limited to the installation of traffic control signals, use of traffic signal preemption devices, the location and marking of crosswalks, and the like as more fully set forth in Connecticut General Statutes Section 14-297 et seq., as amended.
- B. The traffic authority shall have the power to prohibit, limit or restrict the parking of vehicles and to erect and maintain signs in each block designating the time or terms of such prohibition or restriction on any highway coming under the jurisdiction of the city and may remove from state highways, except limited access highways within the geographic limits of the city any vehicles parked in violation of any regulation of the state traffic commission and of any rule, regulation, order or ordinance of the city relative to or in connection with parking on such highway.
- C. The traffic authority shall prohibit parking of a vehicle where parking is prohibited or allow a vehicle to park for a longer period than that indicated as lawful by any sign erected and maintained in accordance with Connecticut general Statutes Chapter 249, as amended, except (1) a person operating an armored car vehicle or (2) a vehicle displaying a special license plate or a removable windshield placard identifying vehicles permitted to utilize parking spaces reserved for persons with disabilities which limit or impair their ability to walk or blind persons, may park in an area where parking is legally permissible, for an unlimited period of time without penalty, notwithstanding the period of time indicated as lawful by any (a) parking meter, or (B) sign erected and maintained in accordance with Connecticut General Statutes Chapter 249, as amended. (See Connecticut General Statutes Section 14-307, as amended.)

10.16.040 - Designation of parking division.

~~[The director, department of public facilities,]~~ The Police Department or his/her designee in writing, is designated as the parking division for the city of Bridgeport with all of the powers granted by Connecticut General Statutes Chapter 100, Title 7-202, et seq., as amended.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Ordinances
Item No. 96-19

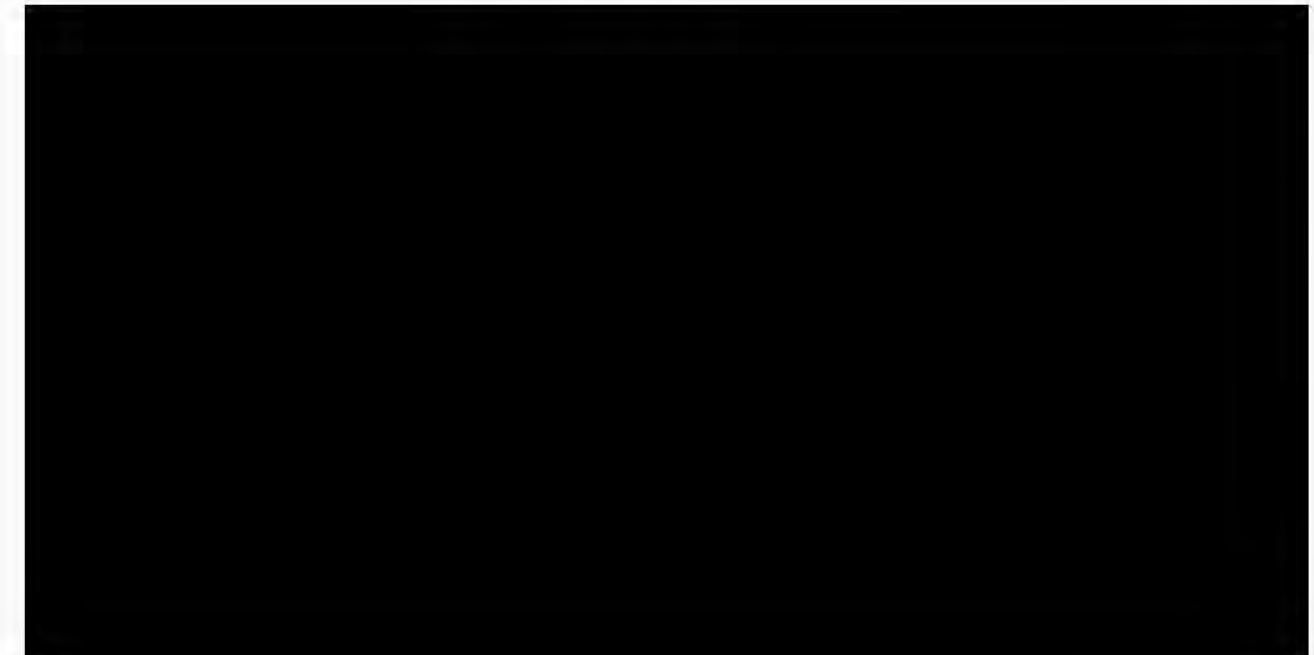
-6-

(Ord. dated 7/5/16)

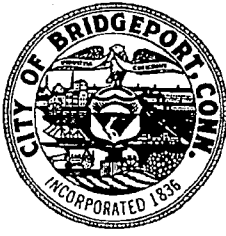
10.16.050 - Powers.

~~The powers of the parking division include the management of the parking system, including but not limited to the power to collect and receive all revenue from parking meters located on highways and public streets and from parking facilities, to receive the amounts remitted to the city for parking violations and other fees pursuant to Connecticut General Statutes Section 51-56a(b), as amended, to take ownership of and responsibility for all existing parking meters, and to succeed to all of the city's obligations relative to payment for such parking meters and parking facilities. The Parking Division shall have all of the authority granted by Connecticut General Statutes Chapter 100, Title 7-202, et seq., as amended.~~

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ORDINANCES



City Council Date: June 15, 2020 Changed to DENIAL (Off The Floor).



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. *16-19 Consent Calendar

WHEREAS, the City's mission is to provide essential cost-effective municipal services; and

WHEREAS, the Bridgeport City Council has significant oversight responsibility for the municipal budget and expenditure of the hard-earned money of taxpayers in the City; and

WHEREAS, the terms of the City's collective bargaining agreements have a huge impact on the overall cost of providing essential cost-effective municipal services in the City; and

WHEREAS, early involvement of elected officials in setting a collective bargaining strategy, its parameters, goals and directions can ensure a fair deal that taxpayers can afford; and

WHEREAS, the Bridgeport City Council Committee on Contracts is responsible for all resolutions or petitions relating to contracts which require City Council approval; and

WHEREAS, currently contracts that come before the Committee on Contracts offer little insight on the City's collective bargaining strategy nor any City Council input on desired parameters, goals and directions in providing essential cost-effective municipal services; and

WHEREAS, the committee on Contracts must be included earlier in the collective bargaining process to ensure the City Council's parameters, goals and directions for providing essential municipal services in the most cost-effective manner are reflected in labor contracts; and

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that the Office of the City Attorney work with the City Council's Committee on Contracts and Labor Relations to develop a policy that ensures the City Council has timely and accurate access to the City's bargaining strategy and provides for inclusion in the City strategy of the City Council's own parameters, goals and directions for delivery of essential cost-effective municipal services.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Contracts
Item No. 16-19

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS



City Council Date: June 15, 2020 (Laid Over Under the Rules)

City Council Date: Resubmitted for Action on 7/6/2020



City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on Contracts
Item No. 16-19

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

Jeanette Herron, D-133rd, Co-chair

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

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

City Council Date: June 15, 2020 (Laid Over Under the Rules)

City Council Date: Resubmitted for Action on 7/6/2020

Item #82-19

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



**Report
of
Committee
on
Contracts**

City Council Meeting Date: June 15, 2020

Attest:

Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganin, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

RECEIVED
CITY CLERKS OFFICE
20 JUL - 8 PM 3: 56
ATTEST
CITY CLERK



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. 82-19

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

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

Jeanette Herron, D-133rd, Co-Chair

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

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

City Council Date: June 15, 2020

Item# *98-19 Consent Calendar

Grant Submission: School Construction Project Application for State Grants and the Initiation of Design for Underground Oil Tank Removal Projects at the following schools: JFK Campus, Read, John Winthrop, Park City Magnet, Wilbur Cross and Columbus.



**Report
of
Committee
on**

Education & Social Services

City Council Meeting Date June 15, 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

RECEIVED
CITY CLERKS OFFICE
20 JUL -9 AM 10:50
ATTEST
CITY CLERK



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. *98-19 Consent Calendar

RESOLUTION

RESOLVED, that the Bridgeport City Council authorizes the Bridgeport Board of Education to apply to the Commissioner of Education and to accept or reject a grant for Underground Oil Tank Removal Projects at the following schools; JFK Campus, Read, John Winthrop, Park City Magnet, Wilbur Cross and Columbus; and

RESOLVED, that the Bridgeport School Building Committee is hereby established as the building committee with regards to the Underground Oil Tank Removal Projects at the following schools; JFK Campus, Read, John Winthrop, Park City Magnet, Wilbur Cross and Columbus; and

RESOLVED, that the Bridgeport City Council authorizes at least the preparation of schematic drawings and outline specification for Underground OU Tank Removal Projects at the following schools; JFK Campus, Read, John Winthrop, Park City Magnet, Wilbur Cross and Columbus.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
EDUCATION AND SOCIAL SERVICES

Jorge Cruz, Sr., Co-Chair

Matthew McCarthy, Co-Chair

Maria H. Pereira, D-138th

Samia S. Suliman, D-138th

Marcus Brown, D-132ND

Michelle A. Lyons, D-134th

Avelino D. Silva, D-136th

City Council Date: June 15, 2020

Item #109-19

Resolution Making Findings Per Connecticut City and Town Development Act (Precursor to Consideration of Tax Incentive Development Agreement) - re Windward Commons located at 20 Johnson Street.



Report
of
Joint Committee
on

Economic Community and Redevelopment and
Environment & Contracts

City Council Meeting Date: June 15, 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

RECEIVED
CITY CLERKS OFFICE
20 JUL -8 PM 3:56
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. 109-19

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; and

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); and

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**”); and

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

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

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. 109-19

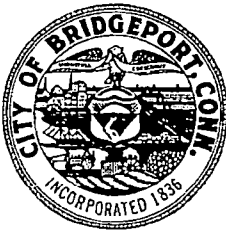
-2-

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

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

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

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. 109-19

-3-

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

Jeanette Herron, D-133rd, Co-Chair

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

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

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

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

Rosalina Roman-Christy, D-135th

Scott Burns, D-130th

Mary A. McBride-Lee, D-135th

City Council Date: June 15, 2020

Attachment A

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

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

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

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

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

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

(Return to Chapter
Table of Contents)

(Return to
List of Chapters)

(Return to
List of Titles)

Item # 110-19

Resolution Authorizing Tax Incentive Development Agreement for Windward Commons located at 20 Johnson Street.



**Report
of
Joint Committee**

**Economic Community and Redevelopment and
Environment & Contracts**

City Council Meeting Date: June 15, 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

ATTEST
CITY CLERK
RECEIVED
CITY CLERKS OFFICE
20 JUL -8 PM 3:56



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. 110-19

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**;



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. 110-19

-2-

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; and

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; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. 110-19

-3-

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:



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. 110-19

-4-

- (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.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Joint Committee on ECD & Environment and Contracts
Item No. 110-19

-5-

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

Jeanette Herron, D-133rd, Co-Chair

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

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

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

Jorge Cruz, Sr., D-131st

Alfredo Castillo, D-136th

Michael A. DeFilippo, D-133rd

Maria H. Pereira, D-138th

Avelino D. Silva, D-136th

Rosalina Roman-Christy, D-135th

Scott Burns, D-130th

Mary A. McBride-Lee, D-135th

City Council Date: June 15, 2020

**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 ("**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**

Project Yr	Current	Dev App	OPED Incty	Presumed Full Tax	Diff Incty- Pres
Permit Fee		449,280	449,280	449,280	\$ -
Op Yr 1	0	54,000	90,000	178,486	(88,486)
Op Yr 2	0	55,620	92,700	178,486	(85,786)
Op Yr 3	0	57,289	95,481	178,486	(83,005)
Op Yr 4	0	59,007	98,346	178,486	(80,140)
Op Yr 5	0	60,777	101,296	178,486	(77,190)
Op Yr 6	0	62,601	104,335	178,486	(74,151)
Op Yr 7	0	64,479	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	\$ -	\$ 1,453,621	\$ 2,123,186	\$ 3,126,570	\$ (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 incentive tax	1
Total Project Cost	\$ 27,696,884
Est Total Hard Cost	\$ 18,720,000
Est Work Covered by Building Permit	68%
Est Building Permit Fee to City at \$30/\$1000	\$ 14,976,000
Est Impact on Assessed Value is from	\$ 449,280
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