

AGENDA

CITY COUNCIL MEETING

MONDAY, SEPTEMBER 21, 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

MINUTES FOR APPROVAL:

Approval of City Council Minutes: August 3, 2020

ITEMS FOR IMMEDIATE CONSIDERATION:

- 166-19** Resolution presented by Council Member(s) Pereira & Co-Sponsors DeFilippo & McCarthy re: Proposed resolution concerning the Appointment of a permanent Chief of Police, **FOR IMMEDIATE CONSIDERATION.**

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

- 167-19** Resolution presented by Council Member(s) Lyons, Burns, Cruz, Brown, Herron, DeFilippo, Roman-Christy, Silva, Valle & Martinez re: Proposed resolution for traffic calming "Speed Humps" in the 134th District and a Speed Hump Pilot Program, referred to Board of Police Commissioners.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *160-19** Budget and Appropriations Committee Report re: Approval of Tax Anticipation Notes (TANS) To Pay Current Expenses and Obligations of the City – FY2021.
- *147-19** Contracts Committee Report re: Updated ranges for Officers' and Unaffiliated Employee Salaries pursuant to and as required by Municipal Code Section 2.36.010. *(Please Note: Item is being reported back to the City Council with a recommendation that the Council take no action on the matter)*
- *148-19** Contracts Committee Report re: Equipment Lease – Purchase Agreement with Motorola Solutions, Inc.
- *139-19** Miscellaneous Matters Committee Report re: Resolution calling for the Restoration of the Christopher Columbus statue to its original location in Seaside Park; Resolving to working together to unite the community in reaching an amicable resolution regarding this sensitive issue, **DENIED.**

MATTERS TO BE ACTED UPON:

- 155-19** Economic and Community Development and Environment Committee Report re: Resolution Declaring Gun Violence as a Public Health Crisis.
- 39-19** Contracts Committee Report re: Resolution regarding oversight of Guidepost Solutions concerning costs, recommendations and proposals, **DENIED**.
- 132-19** Contracts Committee Report re: Resolution concerning Termination and Collection of Taxpayer funded payments for criminal defense attorneys representing Mayor Ganim, Dan Shamas, David Dunn and Chief A. J. Perez, **DENIED**.

(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; 2020-09-21 pdf)

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, SEPTEMBER 21, 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

NAME	SUBJECT
Chris Caruso 208 Beechmont Avenue Bridgeport, CT 06606	FBI & US Attorney criminal investigations, attorney fees, indictment and position of police chief.
Maria Pereira 85 Nutmeg Road Bridgeport, CT 06610	FBI & US Attorney criminal investigations, attorney fees, indictment and position of police chief.
Kelvin Ayala 333 State Street Bridgeport, CT 06604	Criminal investigations, city funded criminal defense attorney fees, indictment and position of chief of police.

CITY COUNCIL MEETING
PUBLIC SPEAKING FORUM
MONDAY, SEPTEMBER 21, 2020

6:30 P.M.

CALL TO ORDER

This meeting was conducted by Zoom/Teleconference.

Council President Nieves called the meeting to order at 6:32 p.m.

ROLL CALL

No roll call was taken.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, SEPTEMBER 21, 2020 AT 6:30 P.M.

<u>NAME</u>	<u>SUBJECT</u>
Chris Caruso 208 Beechmont Avenue Bridgeport, CT 06606	FBI & US Attorney criminal investigations, attorney fees, indictment and position of police chief.

Assistant City Clerk said that she had received an email saying that Mr. Caruso would not be attending the meeting due to illness.

Kelvin Ayala 333 State Street Bridgeport, CT 06604	Criminal investigations, city funded criminal, defense attorney fees, indictment and position of chief of police.
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Mr. Ayala greeted the Council Members and asked if the City was embarrassed yet. He said that the Council should be looking at their oath of office and said that the City was in a state of crisis. The Council is the legislative body that should be taking action.

Mr. Ayala said that Atty. Bohannon had provided an opinion but that they needed to refer to the City Charter. He said that the list from the previous Police Chief was still good. The only tainted candidate was Chief Perez, not the rest of the individuals on the national search. He implored the City Council to move forward and request the Mayor to appoint someone from the previous Civil Service list. There is a major moral issue and the Police Department needs leadership.

City of Bridgeport
City Council
Regular Meeting
September 21, 2020

RECEIVED
CITY CLERKS OFFICE
20 SEP 30 PM 10: 21
ATTEST
CITY CLERK

Regarding Resolutions 139-19 and 132-19 which are on the Agenda and the public knows that these are criminal matters. The City should seek reimbursement for the fees. The City pays out significant money because they don't follow the Charter.

Maria Pereira
85 Nutmeg Road
Bridgeport, CT 06610

FBI & US Attorney criminal investigations, attorney fees, indictment and position of police chief.

Council Member Pereira then made the following comments regarding the appointment of permanent Police Chief.

Tonight there are three critical resolutions before the Council that will clearly impact the taxpayers and residents of Bridgeport regarding whether the resolutions represent the interest of the residence or of the Ganim administration.

The first item is up for Immediate Consideration and regards to the appointment of a permanent Chief of Police from an active employment list. The City Charter Section 4B3 that the Personnel Director shall provide the Mayor with a certified list of three candidate. It is clear that there is an active employment list available from on or around October 2018 that was provided by the defendant, David Dunn.

Council Member Pereira then quoted the City Charter Section 211 which indicates that the employment list for Chief of Police would remain valid until October 2020. She added that the indictment also stated that the FBI was unable to find any evidence that any of the remaining finalist were involved in the reading of the Chief of Police test. The indictment also states that Mr. Dunn made changes to the scoring system in order to benefit A. J. Perez. These changes were to the detriment all the other finalists, but particularly to that of Captain Porter, who is the only Bridgeport resident. He did not benefit from these additional points to the original scoring guidelines.

Mayor Ganim may not appoint an Acting Chief of Police under Section 4D3 [inaudible] irrelevant. In addition in order to maintain an active Chief of Police. Section 4D7 states [inaudible] shall possess all the qualifications established for the Chief of Police. She added that she obtained the documents regarding a national Chief of Police search, from the consultant's website, stated that the candidate needed ten years of law enforcement, with a minimum five years of command experience defined as Captain or above in the Bridgeport PD or fourth in command anywhere else in the country.

The Acting Chief was not promoted to Captain until January 4, 2016 which means that the qualifications for the Chief of Police have not been met. The failure to right this egregious wrong will result in further litigation and substantial settlements paid by overburdened taxpayers.

A legal opinion was issued at 4:29 p.m. regarding a resolution that Council Member Pereira referred on July 9th involving the termination all the retainer agreements for criminal defense attorneys making \$425 an hour representing Mayor Ganim, Dan

Shamas, former Civil Service Director David Dunn, and former Chief of Police Perez, which is being 100% funded by the overburdened taxpayers. Atty. Meyers should be held accountable for recouping every dollar associated with the criminal defense attorneys and municipal expenditures. [Inaudible] prohibited from signing any further contracts related to the criminal investigation without City Council approval.

During last week's [inaudible] budget, both Ken Flatto and Mark Anastasi admitted that Guidepost Solutions had already been paid \$380,000; Mayor Ganim's attorney had been paid \$120,000; Atty. DeVito had been paid \$56,000 with an outstanding invoice of \$40,000 pending; Atty. Paoletti representing David Dunn had been paid \$18,000; and Atty. Frost has been paid \$7,500 to represent A. J. Perez. No cost has [inaudible] Dan Shamas.

Council Member Pereira stated that the total cost was currently \$622,000 for the municipal tax payers. She asked how the two high level City officials that were arrested and indicted and facing a combined 90 years in prison are at \$25,000 in legal fees, yet Mayor Ganim who is completely innocent has \$120,000 in legal fees funded by tax payers. She said that the public would find out who stands up for the residents and who does not.

ADJOURNMENT

Council President Nieves adjourned the meeting at 6:44 p.m.

Respectfully submitted,

Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, SEPTEMBER 21, 2020

7:00 P.M.

This meeting was conducted by Zoom/Teleconference.

The public was able to listen to this meeting by calling a conference line.

CALL TO ORDER

Mayor Ganim called the meeting to order at 7:00 p.m.

PRAYER

Mayor Ganim asked Council Member McBride-Lee to lead everyone in a prayer.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

The City Clerk 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: Avelino Silva, Alfredo Castillo
137th District: Maria Valle, Aidee Nieves
138th District: Maria Pereira, Samia Suliman
139th District: Ernest Newton

A quorum was present.

MINUTES FOR APPROVAL:

• **August 3, 2020**

**** COUNCIL MEMBER HERRON MOVED THE MINUTES OF AUGUST 3, 2020.**

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

Council Member Martinez joined the meeting at 7:05 p.m.

Council Member Pereira said that there was significant problem with pages 19-23. She submitted the following statement:

The votes and motions from Page 19-23 regarding seeking the City Attorney's assistance to provide language in censuring City Council Members is a egregiously incorrect.

There is not even a vote identified for the motion for immediate consideration made by Ernest Newton and seconded by Denese Taylor-Moye. That vote is listed as the second paragraph of votes on Page 23 on the main motion which passed by two-thirds.

I amended the main motion, NOT the motion for immediate consideration.

Defilippo seconded my motion on page 22 not Silva and the vote on Page 23 appears to be correct.

I made the first motion to remove the item from the agenda as it was not submitted to the City Clerk until Friday which was AFTER the required Wednesday 5:30 PM deadline. That vote is recorded correctly.

The motion for immediate consideration was not amended and passed with just me opposing. That vote is missing and incorrectly recorded on Page 23 under the main motion.

I then amended the main motion to add a number of other City Council members to be censured. That vote appears to be reported correctly on Page 23.

The Mayor never called for a vote on the main motion. Others and I caught the error, however it was not my job to educate the Mayor or my colleagues. There was NEVER a fourth vote on the main motion.

I simply kept it quiet.

**** COUNCIL MEMBER PEREIRA MOVED TO TABLE THE MINUTES OF AUGUST 3, 2020.**

**** COUNCIL MEMBER DEFILIPPO SECONDED.**

**** THE MOTION TO TABLE THE MINUTES OF AUGUST 3, 2020 PASSED UNANIMOUSLY.**

ITEMS FOR IMMEDIATE CONSIDERATION:

166-19 Resolution presented by Council Member(s) Pereira & Co-Sponsors DeFilippo & McCarthy re: Proposed resolution concerning the Appointment of a permanent Chief of Police, FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER PEREIRA MOVED FOR IMMEDIATE CONSIDERATION REGARDING AGENDA ITEM 166-19 – PROPOSED RESOLUTION CONCERNING THE APPOINTMENT OF A PERMANENT CHIEF OF POLICE.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Brown reminded everyone that this item had a 2/3rd vote out of Committee.

Council Member Pereira said that the issue was following the City Charter. She cited Section 4-7 and Section 4-3 along with the indictment. She said that there was an active Civil Service list and the FBI had found no evidence that the other seven finalists were involved.

Council Member Pereira said that she was concerned that there was impending litigation and it would be adding fuel to the fire by not following the City Charter and following the law.

Council Member Brantley asked whether the Mayor had the authority to appoint an Interim Police Chief and reminded everyone that someone had already been appointed to the position.

Council Member Lyons abstained because the Chief reports to the Police Commission. She has a conflict.

Council Member Roman-Christy abstained because she had a conflict.

Council Member Suliman abstained because she had a conflict.

**** THE MOTION FOR IMMEDIATE CONSIDERATION OF AGENDA ITEM 166-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) PEREIRA & CO-SPONSORS DEFILIPPO & MCCARTHY RE: PROPOSED RESOLUTION CONCERNING THE APPOINTMENT OF A PERMANENT CHIEF OF POLICE FAILED TO PASS WITH TWO (2) IN FAVOR (PEREIRA AND DEFILIPPO); FOURTEEN (14) OPPOSED(BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, MCBRIDE-LEE, HERRON, VIZZO-PANICCIA, SILVA, CASTILLO, NIEVES, VALLE AND NEWTON) AND THREE (3) ABSTENTIONS (LYONS, ROMAN-CHRISTY AND SULIMAN).**

**** COUNCIL MEMBER PEREIRA MOVED TO REFER AGENDA ITEM 166—19 RESOLUTION TO THE CONTRACTS COMMITTEE FOR FURTHER DISCUSSION.**

**** COUNCIL MEMBER DEFILIPPO SECONDED.**

**** THE MOTION TO REFER AGENDA ITEM 166-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) PEREIRA & CO-SPONSORS DEFILIPPO & MCCARTHY RE: PROPOSED RESOLUTION CONCERNING THE APPOINTMENT OF A**

PERMANENT CHIEF OF POLICE TO CONTRACTS FAILED TO PASS WITH FIVE (5) IN FAVOR (BURNS, MCCARTHY, CRUZ, DEFILIPPO, AND PEREIRA); TWELVE (12) OPPOSED (BROWN, BRANTLEY, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, NEWTON AND TAYLOR-MOYE) AND TWO (2) ABSTENTIONS (LYONS AND ROMAN-CHRISTY).

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

167-19 Resolution presented by Council Member(s) Lyons, Burns, Cruz, Brown, Herron, DeFilippo, Roman-Christy, Silva, Valle & Martinez re: Proposed resolution for traffic calming "Speed Humps" in the 134th District and a Speed Hump Pilot Program, referred to Board of Police Commissioners.

**** COUNCIL MEMBER BROWN MOVED THE ITEM.**

**** COUNCIL MEMBER CRUZ SECONDED.**

**** THE MOTION TO APPROVE AGENDA ITEM 167-19 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) LYONS, BURNS, CRUZ, BROWN, HERRON, DEFILIPPO, ROMAN-CHRISTY, SILVA, VALLE & MARTINEZ RE: PROPOSED RESOLUTION FOR TRAFFIC CALMING "SPEED HUMPS" IN THE 134TH DISTRICT AND A SPEED HUMP PILOT PROGRAM, REFERRED TO BOARD OF POLICE COMMISSIONERS PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***160-19 Budget and Appropriations Committee Report re: Approval of Tax Anticipation Notes (TANS) To Pay Current Expenses and Obligations of the City – FY2021.**

***147-19 Contracts Committee Report re: Updated ranges for Officers' and Unaffiliated Employee Salaries pursuant to and as required by Municipal Code Section 2.36.010. (Please Note: Item is being reported back to the City Council with a recommendation that the Council take no action on the matter)**

***148-19 Contracts Committee Report re: Equipment Lease – Purchase Agreement with Motorola Solutions, Inc.**

***139-19 Miscellaneous Matters Committee Report re: Resolution calling for the Restoration of the Christopher Columbus statue to its original location in Seaside Park; Resolving to working together to unite the community in reaching an amicable resolution regarding this sensitive issue, DENIED.**

Mayor Ganim asked if there was anyone who wished to remove an item from the Consent Calendar. There was no response. The City Clerk read the items into the record.

Council Member Newton asked for a point of order and stated that a yes vote supports the Committee denials. He added that voting on Agenda Item 147-19 would have the Council Members voting on a matter that they should not be voting on. City Clerk Martinez said that the recommendation was that the City Council take no action.

Council Member Pereira said that she lost the call. She said that she wanted to remove 160-19, 147-19, and 148-19. City Clerk Martinez read the remaining item into the record.

**** COUNCIL MEMBER NEWTON MOVED TO APPROVE THE FOLLOWING CONSENT CALENDAR:**

139-19 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: RESOLUTION CALLING FOR THE RESTORATION OF THE CHRISTOPHER COLUMBUS STATUE TO ITS ORIGINAL LOCATION IN SEASIDE PARK; RESOLVING TO WORKING TOGETHER TO UNITE THE COMMUNITY IN REACHING AN AMICABLE RESOLUTION REGARDING THIS SENSITIVE ISSUE, DENIED.

**** THERE WAS A SECOND.**

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

160-19 Budget and Appropriations Committee Report re: Approval of Tax Anticipation Notes (TANS) To Pay Current Expenses and Obligations of the City – FY2021.

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

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Burns said that this was a request to approve the TANs to cover temporary budget shortfalls.

Council Member Pereira said that this gives incredible power to the Finance Director, the OPM director and felt that due to the FBI investigation, they should not have this type of authority.

Council Member Newton said that it was made clear that the City Council has the sole authority to approve these notes and that what was being presented.

**** THE MOTION TO APPROVE AGENDA ITEM 160-19 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE: APPROVAL OF TAX ANTICIPATION NOTES (TANS) TO PAY CURRENT EXPENSES AND OBLIGATIONS OF THE CITY – FY2021 PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, SULIMAN AND NEWTON) AND TWO (2) OPPOSED (PEREIRA AND DEFILIPPO).**

147-19 Contracts Committee Report re: Updated ranges for Officers' and Unaffiliated Employee Salaries pursuant to and as required by Municipal Code Section 2.36.010. (Please Note: Item is being reported back to the City Council with a recommendation that the Council take no action on the matter)

**** COUNCIL MEMBER NEWTON MOVED THAT THE CITY COUNCIL TAKE NO ACTION ON AGENDA ITEM 147-19.**

Council Member Pereira said under the ordinance, the unaffiliated employees should follow the Supervisor's increases, but there were several positions that received significant raises in the 2020/2021 budget.

Council Member Newton said that the Mr. Amado was present at the Committee meeting and he had stated that Council Member Pereira's figures were incorrect.

Council Member Herron stated that Mr. Amado had explained the figures came from the range from the lowest percentage range to the highest percentages.

Council Member Pereira objected and read a statement into the record.

**** THE MOTION THAT THE CITY COUNCIL TAKE NO ACTION ON AGENDA ITEM 147-19 CONTRACTS COMMITTEE REPORT RE: UPDATED RANGES FOR OFFICERS' AND UNAFFILIATED EMPLOYEE SALARIES PURSUANT TO AND AS REQUIRED BY MUNICIPAL CODE SECTION 2.36.010 PASSED WITH SIXTEEN (16) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, SULIMAN AND NEWTON) AND TWO (2) OPPOSED (PEREIRA AND DEFILIPPO).**

Council Member McBride-Lee said that she did not believe that the Council should have anything to do with the salaries, but since the item passed, it was fine with her.

***148-19 Contracts Committee Report re: Equipment Lease – Purchase Agreement with Motorola Solutions, Inc.**

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

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Pereira said that she did not have an issue with providing the Fire Department or Police Department with current equipment. When she asked about the \$200,000, Mr. Nkwo and Mr. Flatto said that the amount would come from the Fund Balance to pay for this. Council Member Pereira said this is illegal.

**** THE MOTION TO APPROVE AGENDA ITEM 148-19 CONTRACTS COMMITTEE REPORT RE: EQUIPMENT LEASE – PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC. PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, SULIMAN AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

MATTERS TO BE ACTED UPON:

155-19 Economic and Community Development and Environment Committee Report re: Resolution Declaring Gun Violence as a Public Health Crisis.

**** COUNCIL MEMBER BRANTLEY MOVED THE ITEM.**

**** COUNCIL MEMBER HERRON SECONDED.**

**** THE MOTION PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, PEREIRA, SULIMAN AND NEWTON) AND ONE (1) OPPOSED (VIZZO-PANICCIA).**

39-19 Contracts Committee Report re: Resolution regarding oversight of Guidepost Solutions concerning costs, recommendations and proposals, DENIED.

It was stated that a yes vote is to support the recommendation from the Contracts to deny.

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

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Pereira said that City Council Rule 15 states that they cannot make motions in the negative.

**** COUNCIL MEMBER PEREIRA MOVED TO AMEND THE ITEM AS FOLLOWS:**

Text of the proposed amendment to be submitted to the City Clerk following the meeting.

**** COUNCIL MEMBER DEFILIPPO SECONDED.**

Council Member Newton reminded his colleagues that the City Attorney's Office released everything that they were allowed to release to the Council. They will give whatever additional information they can when they receive permission to do so.

**** THE MOTION TO AMEND AGENDA ITEM 39-19 CONTRACTS COMMITTEE REPORT RE: RESOLUTION REGARDING OVERSIGHT OF GUIDEPOST SOLUTIONS CONCERNING COSTS, RECOMMENDATIONS AND PROPOSALS FAILED TO PASS WITH FIVE (5) IN FAVOR (BURNS, MCCARTHY, DEFILIPPO, LYONS AND PEREIRA) AND FIFTEEN (15) OPPOSED (CRUZ, BROWN, TAYLOR-MOYE, BRANTLEY, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON)**

Council Member Lyons asked for clarification on the main vote. She was told that a yes vote will support the Committee's denial of the item.

Council Member Newton said that the resolution deals with the costs and legal fees for outside counsel. The City Attorney's Office has told them that the contracts were null and void as of that day. Council Member Herron said that this was correct.

Council Member McCarthy said that this was the wrong resolution. Council Member Newton said that this was about the costs, recommendations and proposals.

Council Member Pereira said that it was her resolution requesting basic public records regarding Purchase orders and invoices from Guideposts Solutions and the outside counsel.

Council Member McCarthy said that they were supposed to be overseeing the City. They are not being given the documentation. He said that he would be voting against this.

Council Member Newton said that when they had first discussed this, the City Attorneys had informed them that there was an investigation underway.

**** THE MOTION TO APPROVE AGENDA ITEM 39-19 CONTRACTS COMMITTEE REPORT RE: RESOLUTION REGARDING OVERSIGHT OF GUIDEPOST SOLUTIONS CONCERNING COSTS, RECOMMENDATIONS AND PROPOSALS, DENIED PASSED WITH FIFTEEN (15) IN FAVOR (CRUZ, BROWN, TAYLOR-MOYE, BRANTLEY, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND FIVE (5) OPPOSED (BURNS, MCCARTHY, DEFILIPPO, LYONS AND PEREIRA).**

132-19 Contracts Committee Report re: Resolution concerning Termination and Collection of Taxpayer funded payments for criminal defense attorneys representing Mayor Ganim, Dan Shamas, David Dunn and Chief A. J. Perez, DENIED.

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

**** COUNCIL PRESIDENT NIEVES SECONDED.**

Council Member Pereira said that the vote can only be made in the affirmative.

Council Member Pereira then read the following into the record:

Now, therefore, be it resolved by the Bridgeport City Council that City Attorney Christopher Meyer immediately terminate all the retainer agreements with Attorney Maffeo, Attorney Frost, Attorney Lawrence and Attorney Paoletti in their representation of Mayor Ganim, Chief of Police A. J. Perez, Chief of Staff Dan Shamas, and Acting Civil Service Director David Dunn regarding the criminal investigation(s) being conducted by the FBI and the U. S. Attorneys for both CT and the Southern District of NY as Bridgeport taxpayers have no responsibility to fund the legal representation of any municipal employee or officer engaged in criminal activity and related investigation(s); and

Now, therefore, be it for the resolved by the Bridgeport City Council that City Attorney Christopher Meyer obtain and be held responsible for the 100% reimbursement from Mayor Ganim, Chief of Police A. J. Perez, Chief of Staff Dan Shamas, and Acting Civil Service Director David Dunn regarding all costs associated with the criminal defense lawyers attorney Christopher Mayer authorized municipal payments for; and

Now, therefore, be it further resolved by the Bridgeport City Council that any and all further contracts/retainer agreements related to any FBI and U. S. Attorney criminal investigation be presented to the contracts committee prior to the execution of any such agreement/retainer; and

Now, therefore, be at for the resolved by the Bridgeport City Council that both City Attorney Christopher Meyer and Finance Director Ken Flatto provide the members of the Contract Committee with the invoices, purchase orders, and journal entries for the criminal defense Attorney K. Lawrence representing Chief of Staff Dan Shamas.

**** COUNCIL MEMBER PEREIRA MOVED TO AMEND AGENDA ITEM 132-19 CONTRACTS COMMITTEE REPORT RE: RESOLUTION CONCERNING TERMINATION AND COLLECTION OF TAXPAYER FUNDED PAYMENTS FOR CRIMINAL DEFENSE ATTORNEYS REPRESENTING MAYOR GANIM, DAN SHAMAS, DAVID DUNN AND CHIEF A. J. PEREZ.**

Text of the Amendment to be submitted to the City Clerk following the meeting.

**** COUNCIL MEMBER DEFILIPPO SECONDED.**

Council Member Pereira said that the Mayor should not be chairing the meeting.

**** THE MOTION TO AMEND AGENDA ITEM 132-19 CONTRACTS COMMITTEE REPORT RE: RESOLUTION CONCERNING TERMINATION AND COLLECTION OF TAXPAYER FUNDED PAYMENTS FOR CRIMINAL DEFENSE ATTORNEYS REPRESENTING MAYOR GANIM, DAN SHAMAS, DAVID DUNN AND CHIEF A. J. PEREZ FAILED TO PASS WITH SIX (6) IN FAVOR (BURNS, MCCARTHY, DEFILIPPO, LYONS, SULIMAN AND PEREIRA) AND FOURTEEN (14) OPPOSED (CRUZ, BROWN, TAYLOR-MOYE, BRANTLEY, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, MARTINEZ AND NEWTON).**

Council Member Lyons asked for clarification on the vote. Council Member Newton said that no money has been spent for criminal defense attorneys. The City Attorney's Office opinion stated this. If they discover that the funding was used for criminal defense, the money will be refunded.

Council Member Pereira objected because it was her resolution. Council President Nieves said that she wanted to have Council Member Burns speak on this to clarify the vote for Council Member Lyons.

Council Member Burns noted that they had received an opinion quite late in the process. He asked for confirmation on this.

Council Member Burns said that he would advise his peers to move this item forward because they don't know where the line is between civil and criminal defense. They will recoup every dollar for the item.

Council Member Pereira said that she understood that Council Member Burns was recommending the Council to vote to approve the Committee's denial

[Inaudible] \$622,000 has already been spent. She asked what the City would be recouping if no taxpayer dollars had been spent.

Council Member Pereira said that if the Council votes to approve this matter, they would be voting that the criminal defense attorneys continue.

Atty. Anastasi said that all the Council Members should have received some opinions from the City Attorney's Office. The City Attorney's Office has not retained any attorneys in regards to criminal matters.

The reason that the four attorneys were terminated was because two individuals were charged with Federal crimes. The attorneys have completed their tasks. Regarding recouping any money, the City Attorney's opinion states that if and when they were criminally charged, that would terminate the contracts.

Council Member McBride-Lee said they can't expect others to abide by the rules unless they themselves abide by rules. She said that they need to respect one another. The Council is made up by 20 people and they need to respect one another. She added that there had been issues for a long time and when individuals were indicted, they will try to get the money back. People are innocent until they are proven guilty.

Council Member McBride-Lee said that if they are looking for information to help someone, that's fine, but when they look for information to hurt people, it is wrong.

Council Member Cruz seconded Council Member McBride-Lee's words.

Council Member Newton said that people get sued or have charges brought against them every day. By Charter, the City is responsible if someone is charged. When the WPCA problem happened, the City had to get outside legal counsel. There are people who are on Boards and Commissions and they could get sued if this passes. This investigation was being done by the FBI. The City could not do the work, but they went out and hired outside counsel that has expertise in this area, but also happen to be criminal lawyers. The City has not spent any money on the individuals' criminal defenses. Once they are indicted, then they have to pay for their own legal representation. Spinning the question is wrong.

Council Member Pereira said that CT state statute has employees indemnified for civil actions, but not for criminal actions. All these retainers for criminal defense attorneys are hired to

provide documentation for the subpoenas and they were data mining documents from hard drives and other devices. The fact clearly say that these investigations were for the FBI and U.S. Attorney's investigations. Atty. Anastasi has continually been sanctioned by criminal courts.

Council President Nieves said that Atty. Anastasi's history has nothing to do with the substantive matter.

Council Member Pereira said that she was responding to Atty. Anastasi's opinion.

Council President Nieves said that this was about Agenda Item 132-19, not about any reprimands. Council Member Pereira said that they have the right to ask about the sanctions by judges. Council President Nieves asked Council Member Pereira what the point was.

Atty. Anastasi said that in his legal capacity, he was fined for \$1,000 over an FOI issue two decades ago. He said that the opinion that City Attorney Meyer wrote refers to the fact that the authority to provide legal counsel is assigned by the City Charter, not State Statute. The Charter states that the City Attorney is to provide legal counsel for employees in a civil matter. It is not a criminal matter to provide documentation for a subpoena.

Council President Nieves reminded that City Council Rule 26 said that the Council Members shall not become abusive or attack the office of an employee.

Council Member Brown said that people quote the Charter but the Charter indicates that the Law Department shall be the charge of civil matters. The Charter is very clear. This is not the first time the FBI has been in City Hall.

Council Member DeFilippo said that they were wasting taxpayer money on people who had betrayed the taxpayers. He wished to know since when the victims were expected to pay for the legal fees of the perpetrator. Agenda Item 132-19 refers to a criminal investigation, not a civil matter.

Council Member Lyons said that she now understood how she should vote and she would be abstaining from the vote.

Council Member Cruz apologized for his earlier outburst. He said that he was not a legal scholar and accepted the opinion from Atty. Bohannon and the explanation from Atty. Anastasi. He said that he was sensing a lot of viciousness, which is wrong. It is important to follow the Charter. He wished that the Council had their own counsel but can only support the Committee in their denial of the item.

Council Member Brown said that when someone is found to be guilty of a criminal act, the City needs to recoup any money spent on criminal defense.

Council President Nieves said that this was an ongoing investigation and they were not being allowed access to some of the documentation. The FBI investigation is not completed and when there is an impending investigation underway, there is information that is not available to the Council Members. They must follow the court decision. They need to ensure that this does not

happen again. The Council needs to continue to watch and examine whatever information is released to them.

**** THE MOTION TO APPROVE THE CONTRACT COMMITTEE REPORT RECOMMENDATION OF A DENIAL REGARDING AGENDA ITEM 132-19 – RESOLUTION CONCERNING TERMINATION AND COLLECTION OF TAXPAYER FUNDED PAYMENTS FOR CRIMINAL DEFENSE ATTORNEYS REPRESENTING MAYOR GANIM, DAN SHAMAS, DAVID DUNN AND CHIEF A. J. PEREZ, PASSED WITH FIFTEEN (15) IN FAVOR (CRUZ, BROWN, TAYLOR-MOYE, BRANTLEY, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON); FOUR (4) OPPOSED (BURNS, MCCARTHY, DEFILIPPO AND PEREIRA) AND ONE (1) ABSTENTION (LYONS).**

**** COUNCIL MEMBER HERRON MOVED TO SUSPEND THE RULES TO ADD AN ITEM -- 163-19 PROPOSED RESOLUTION FOR THE ASSIGNMENT, ASSUMPTION, SUBORDINATION AND MODIFICATION AGREEMENT WITH MAPLEWOOD SCHOOL APARTMENTS LIMITED PARTNERSHIP AND MAPLEWOOD COURT LIMITED PARTNERSHIP REGARDING MAPLEWOOD COURT LOCATED AT 434 MAPLEWOOD AVENUE TO THE AGENDA FOR IMMEDIATE CONSIDERATION.**

**** COUNCIL MEMBER CRUZ SECONDED.**

**** THE MOTION TO SUSPEND THE RULES TO ADD ITEM 163-19 PROPOSED RESOLUTION FOR THE ASSIGNMENT, ASSUMPTION, SUBORDINATION AND MODIFICATION AGREEMENT WITH MAPLEWOOD SCHOOL APARTMENTS LIMITED PARTNERSHIP AND MAPLEWOOD COURT LIMITED PARTNERSHIP REGARDING MAPLEWOOD COURT LOCATED AT 434 MAPLEWOOD AVENUE TO THE AGENDA FOR IMMEDIATE CONSIDERATION PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, BROWN, TAYLOR-MOYE, BRANTLEY, HERRON, DEFILIPPO, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED, (PEREIRA).**

**** COUNCIL MEMBER HERRON MOVED TO APPROVE AGENDA ITEM 163-19 PROPOSED RESOLUTION FOR THE ASSIGNMENT, ASSUMPTION, SUBORDINATION AND MODIFICATION AGREEMENT WITH MAPLEWOOD SCHOOL APARTMENTS LIMITED PARTNERSHIP AND MAPLEWOOD COURT LIMITED PARTNERSHIP REGARDING MAPLEWOOD COURT LOCATED AT 434 MAPLEWOOD AVENUE.**

**** COUNCIL MEMBER CRUZ SECONDED.**

Council Member Herron said that the development has asked for an extension for the loan payments. The City thought that they would allow this to move forward to recover some of the money. This was paid for by HUD funding and is for low income housing.

Council Member Pereira said that they need assistance because of Hurricane Sandy 8 years ago. They received \$125,000 in 1994 and defaulted on the loan. They received additional loan in 1997, which they had not paid back. The new deal will put the City in the fourth position for repayment. There are 8 units that are Section 8, which means that they are market rate. There are 8 units that were damaged by Hurricane Sandy and have not been repaired. She will be voting no.

Council Member Newton said that Council Member Pereira had not mentioned that Maplewood had been current on their property taxes to the City. The Council needs to understand that mixed fair market value and low market value development is good for the City. This could allow some residents to move into a nice, affordable unit. When properties are fixed, property values go up,

Council Member Newton said that he was asking the Council to support this resolution.

Council Member Castillo said that he was in agreement with Council Member Newton because it was an old school converted into units. This is a non-profit and it is for affordable units. He will be voting yes, like he did in committee.

Council Member Brantley asked everyone to support this item. It is one of the few low income developments in her District. Council Member Brantley said that she knows several of the families in the development and they could use the assistance.

Council Member Pereira said that the development is not in the 132nd District, it is in the 136th.

Council Member Brantley said it was on Maplewood right across from Classical Studies.

**** THE MOTION TO APPROVE AGENDA ITEM 163-19 PROPOSED RESOLUTION FOR THE ASSIGNMENT, ASSUMPTION, SUBORDINATION AND MODIFICATION AGREEMENT WITH MAPLEWOOD SCHOOL APARTMENTS LIMITED PARTNERSHIP AND MAPLEWOOD COURT LIMITED PARTNERSHIP REGARDING MAPLEWOOD COURT LOCATED AT 434 MAPLEWOOD AVENUE PASSED WITH SEVENTEEN (17) IN FAVOR (BURNS, MCCARTHY, CRUZ, BROWN, TAYLOR-MOYE, BRANTLEY, HERRON, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND THREE (3) OPPOSED (DEFILIPPO, PEREIRA AND VIZZO-PANICCIA).**

**** COUNCIL MEMBER NEWTON MOVED TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM REGARDING COMMITTEE RE-ASSIGNMENTS.**

**** COUNCIL MEMBER CRUZ SECONDED.**

**** THE MOTION TO SUSPEND THE RULES FOR THE PURPOSE OF ADDING AN ITEM REGARDING COMMITTEE RE-ASSIGNMENTS PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, VALLE, NIEVES, SULIMAN, MARTINEZ AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

Council President Nieves then made the following statement:

“After careful consideration of the behavior of all members of the council I decided to exercise my right under City Council Rule XII. Council Members have been warned in the past that they must adhere to all City Council rules and follow the appropriate parliamentary protocol.

As Council President I must react to the membership when chairs are not living up to their duties or when members are found to be disruptive with the inability to build working relationships with colleagues in committee meetings.

There is a growing sense on the Council that nothing is getting done. Every meeting is chaotic and a growing sense of a negative work space.

These changes are my attempt to yield the most positive and productive environment for the council to rebuild consensus and respect for differences.”

Council President Nieves announced the following Committee re-assignments:

• **Budget & Appropriations:**

Burns, Newton, Taylor-Moye, Herron, McCarthy, Cruz, DeFilippo

• **Public Safety & Transportation:**

Valle, Taylor-Moye, Martinez, Lyons, Silva, McBride-Lee, Vizzo-Paniccia

• **Contracts:**

McCarthy, Herron, Cruz, DeFilippo, Castillo, Silva, Newton

• **Education & Social Services:**

Cruz, McCarthy, Vizzo-Paniccia, Suliman, Silva, Brown, Lyons

• **WPCA Liaison: Ernest Newton**

Council Member Pereira asked why she was removed from WPCA when she had a 96% attendance. Council President Nieves said that it was her prerogative to re-assign Committee members. Council Member Pereira said that she had been removed from all the Committees. She said that she had the best attendance record and prepares for all her meetings.

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

ADJOURNMENT

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

The meeting adjourned at 9:07 p.m.

Respectfully submitted,

Telesco Secretarial Services



OFFICE OF THE CITY CLERK RESOLUTION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: 166-19
Submitted by: Maria Pereira, 138th;
Councilmember(s): Co-Sponsors Matthew McCarthy, 130th; Michael DeFilippo, 133rd;
Subject: Appointment of a Permanent Chief of Police
Referred to Committee: Immediate Consideration
City Council Date: September 21, 2020

RECEIVED
CITY CLERKS OFFICE
20 SEP 16 PM 4: 25
ATTEST
CITY CLERK

WHEREAS, the Bridgeport Police Department is in crisis, chaos and turmoil and without long-term, stable leadership in the midst of unprecedented low morale; and

WHEREAS, Mayor Ganim appointed an Acting Chief of Police on Friday, September 11, 2020 which is not in the best interest of the residents, taxpayers or the rank and file members of the Bridgeport Police Department (BPD); and

WHEREAS, Mayor Ganim allowed Armando Perez to serve as "Acting" Police Chief for 986 days from his appointment on March 2, 2016 until he was appointed as the permanent Police Chief on Tuesday, November 13, 2018 which was a disservice to the residents of Bridgeport; and

WHEREAS, both the residents of Bridgeport and the rank of file members of the Bridgeport Police Department deserve to have a highly qualified, permanent Chief of police, especially in the midst of significant social unrest, violent crime and an unprecedented health crisis; and

WHEREAS, Chapter 13-Police, Section 4 (3) states "whenever a vacancy arises in the position of chief of police, the personnel director shall, upon request, certify to the mayor the names of the three (3) candidates standing highest upon the employment list for such position. If no such list exists, the personnel director shall, within 150 days of the request, hold a test for such position and shall, upon the establishment of an employment list, certify to the mayor the names of the three persons standing highest thereon"; and

WHEREAS, on Page 19 on the indictment/complaint in United States of America v. Armando J. Perez and David Dunn; G.- 68 states "Following the Panel Interviews, the fourth and final stage of the Examination Process, Armando J. Perez, the defendant, was ranked second. On or about October 19, 2018, Consultant-1 Provided the rankings to David Dunn, the defendant, who certified the three highest-ranked candidates, including, Perez, to the Mayor"; and

WHEREAS, the city announced the three finalists for Chief of police on October 23, 2018 to include Acting Chief of Police A.J. Perez, Captain Roderick Porter and New Haven Assistant Police Chief Luis Casanova; and

WHEREAS, Captain Roderick Porter, former New Haven Assistant Police Chief Luis Casanova and former Assistant Chief James Nardozzi remain as three highly qualified, legitimate finalists on an active employment list which does not expire prior to October 18, 2020; and



**OFFICE OF THE CITY CLERK
RESOLUTION FORM**

WHEREAS, Chapter 17-Civil Service, Sec.211. Tests for Employment and promotion; lists, (a) states ***“...the personnel director shall prepare a list of eligible for each grade of the persons who shall attain such minimum mark as may be fixed for the various parts of such test, and whose general average standing upon the test for such position is not less than the minimum fixed by the rules of the commission, and who may lawfully be appointed is not less than the minimum fixed by the rules of the commission, and who may lawfully be appointed. Such persons shall rank upon the list in the order of their relative excellency as determined by the tests without reference to priority of time of tests. The markings of all test shall be completed, the resulting employment list and the answers to all questions in competitive written examinations posted as soon as possible thereafter and not later than ninety days from the date of the test. The commission shall cancel such portion of any list as has been in force for more than two years...”*** and

WHEREAS, the overburdened taxpayers of Bridgeport spent \$17,000 on a lengthy and rigorous National Chief of police search in 2018, and there are still three (3) highly qualified finalists on an active and valid finalist employment list; and

WHEREAS, Captain Roderick Porter ,former New Haven Assistant Police Chief Luis Casanova and former Assistant Chief James Nardozzi legitimately qualified as finalists based on their leadership, education, exam results, and experience with Captain Roderick Porter currently possessing the additional advantage of residing in Bridgeport; and

NOW, THEREFORE, BE IT RESOLVED, that Mayor Ganim must put politics aside, and appoint a highly qualified Permanent Chief of Police as Bridgeport is in the midst of a wave of violent crime, the rank and file members of the Bridgeport Police Department are dealing with unprecedented low morale, severely overburdened taxpayers are fed-up with the cost of legal settlements, and the cost of another National Search for a Chief of police is unnecessary and a further waste of precious tax payer dollars; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, Mayor Ganim must select one of the top three finalists on the active employment list and appoint either Captain Roderick Porter, former New Haven Assistant Police Chief Luis Casanova or former Assistant Chief James Nardozzi to the position of Permanent Chief of police with a five (5) year contract as required by the City Charter.

Attest:

Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganim, Mayor

Date



OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED
 CITY CLERK'S OFFICE
 20 SEP 16 PM 4:26
 ATTEST
 CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	167-19		
Submitted by Councilmember(s):	Michelle A. Lyons; Scott Burns, 130 th ; Jorge Cruz, Sr., 131 st ; Marcus Brown, 132 nd ; Jeanette Herron, Michael DeFilippo, 133 rd ; Rosalina Roman-Christy, 135 th ; Avelino Silva, 136 th ; Maria I. Valle, 137 th ; Eneida Martinez, 139 th ;		
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.
District:	134TH		
Subject:	Proposed Resolution for Traffic Calming Speed Humps in 134 th District and a Speed Hump Pilot Program		
Referred to:	Board of Police Commissioners		
City Council Date:	September 21, 2020		

SECTION II RESOLUTION (PLEASE TYPE BELOW)

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

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

WHEREAS, The 134th District is an urban environment of multi-family local residential streets that daily has a steady flow of commercial and motor vehicle traffic originating in or destined for residents and businesses sharing the local roadways with cyclists and sidewalks with children at play, their families, the disabled, and elderly residents; and

WHEREAS, cut-through traffic is detrimental to communities in a number of ways including impacts such as traffic volumes that exceed road design capacity, resulting in safety issues as well as higher maintenance levels and a decrease in quality of life, especially in the case of local multi-family local residential streets where the residents are subject to greater traffic volumes, noise levels, increased speeds and greater potential for vehicle collisions; and

WHEREAS, residents living in the area of the intersection of Wayne Street and Merritt Street have complained about the high volume of accidents because of people staying off Main Street to avoid traffic lights, speeding up and down all the side streets, and high speed races with cars in the middle of the night with loud music blasting; and

WHEREAS, residents of both Lourmel Street and Eckart Street have complained of cut-through traffic generating greater traffic volumes, noise levels, increased speeds and an increase in vehicle accidents; and

WHEREAS, residents living near the Wayne Street and Merritt Street intersection and along Lourmel Street and Eckart Street believe speed humps are effective in calming and reducing cut-through traffic and have asked their City Council representatives to request the Board of Police Commissioners approved the installation of speed humps on Wayne Street and Merritt Street as you approach the intersection and along Lourmel Street and Eckart Street; and



OFFICE OF THE CITY CLERK RESOLUTION FORM

WHEREAS, speed humps are rounded raised areas of asphalt constructed across the roadway width designed to reduce vehicular speed on residential (local or collector) streets; and

WHEREAS, The City of Los Angeles Speed Hump Program <https://ladot.lacity.org/projects/safety-programs/speed-humps> opens a review cycle every 6 months to take petitions for speed humps; and

WHEREAS, the City of Hartford initiated a Traffic Calming Speed Hump Program in 2017 where the City's Traffic Engineer completes an extensive study to determine which streets were eligible so residents and neighborhood groups in the city's various Neighborhood Revitalization Zones can directly request Installation of Speed Humps <https://www.hartfordct.gov/Government/Departments/Public-Works/DPW-Services/Speed-Humps-Request>; and

WHEREAS, in 2018 Hartford's Department of Public Works received a \$500,000 grant from the state legislature to install about 100 speed humps throughout the city; and

WHEREAS, the Bridgeport Engineering Department has suggested that a pilot speed hump program City wide be authorized through the Board of Police Commissioners (BPC) so that the City staff (Public Facilities and Engineering) has some administrative oversight or approval power to identify locations at City Councilmembers, Mayor's office or other request and review the location case by case without having to go to BPC for every one; and

NOW, THEREFORE, BE IT RESOLVED that the Bridgeport City Council requests the Board of Police Commissioners as the traffic authority for the City authorize the installation of speed humps of sufficient number, height, and distance apart to reduce motor vehicle speed to 20-mph with appropriate markings and signage along Wayne Street and Merritt Street, as you approach their intersection, and along Lourmel Street and Eckart Street as traffic calming measures to reduce cut-through traffic, cars racing, and disturbances; and

BE IT FURTHER RESOLVED that the Bridgeport City Council requests the Board of Police Commissioners as the traffic authority for the City authorized the Bridgeport Engineering Department to conduct a pilot speed hump program City wide so that the City staff (Public Facilities and Engineering) has some administrative oversight or approval power to identify locations at City Councilmembers, Mayor's office or other request and review the location case by case without having to go to Board of Police Commissioners for every one.

(Attachments)



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

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

SECTION IV PUBLIC HEARING INFORMATION

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

SECTION V AMENDMENTS/EXHIBITS

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

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

SECTION VII WITHDRAWN/SINE DIE INFORMATION

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

City Council Approval Date:

SECTION IX COMMENTS (if any)



OFFICE OF THE CITY CLERK RESOLUTION FORM

WHEREAS, The City of Los Angeles Speed Hump Program <https://ladot.lacity.org/projects/safety-programs/speed-humps> opens a review cycle every 6 months to take petitions for speed humps; and

WHEREAS, the City of Hartford initiated a Traffic Calming Speed Hump Program in 2017 where the City's Traffic Engineer completes an extensive study to determine which streets were eligible so residents and neighborhood groups in the city's various Neighborhood Revitalization Zones can directly request Installation of Speed Humps <https://www.hartfordct.gov/Government/Departments/Public-Works/DPW-Services/Speed-Humps-Request>; and

WHEREAS, in 2018 Hartford's Department of Public Works received a \$500,000 grant from the state legislature to install about 100 speed humps throughout the city; and

WHEREAS, the Bridgeport Engineering Department has suggested that a pilot speed hump program City wide be authorized through the Board of Police Commissioners (BPC) so that the City staff (Public Facilities and Engineering) has some administrative oversight or approval power to identify locations at City Councilmembers, Mayor's office or other request and review the location case by case without having to go to BPC for every one; and

NOW, THEREFORE, BE IT RESOLVED that the Bridgeport City Council requests the Board of Police Commissioners as the traffic authority for the City authorize the installation of speed humps of sufficient number, height, and distance apart to reduce motor vehicle speed to 20-mph with appropriate markings and signage along Wayne Street and Merritt Street, as you approach their intersection, and along Lourmel Street and Eckart Street as traffic calming measures to reduce cut-through traffic, cars racing, and disturbances; and

BE IT FURTHER RESOLVED that the Bridgeport City Council requests the Board of Police Commissioners as the traffic authority for the City authorized the Bridgeport Engineering Department to conduct a pilot speed hump program City wide so that the City staff (Public Facilities and Engineering) has some administrative oversight or approval power to identify locations at City Councilmembers, Mayor's office or other request and review the location case by case without having to go to Board of Police Commissioners for every one.

(Attachments)



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

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

SECTION IV PUBLIC HEARING INFORMATION

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

SECTION V AMENDMENTS/EXHIBITS

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

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

SECTION VII WITHDRAWN/SINE DIE INFORMATION

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

City Council Approval Date:

SECTION IX COMMENTS (if any)



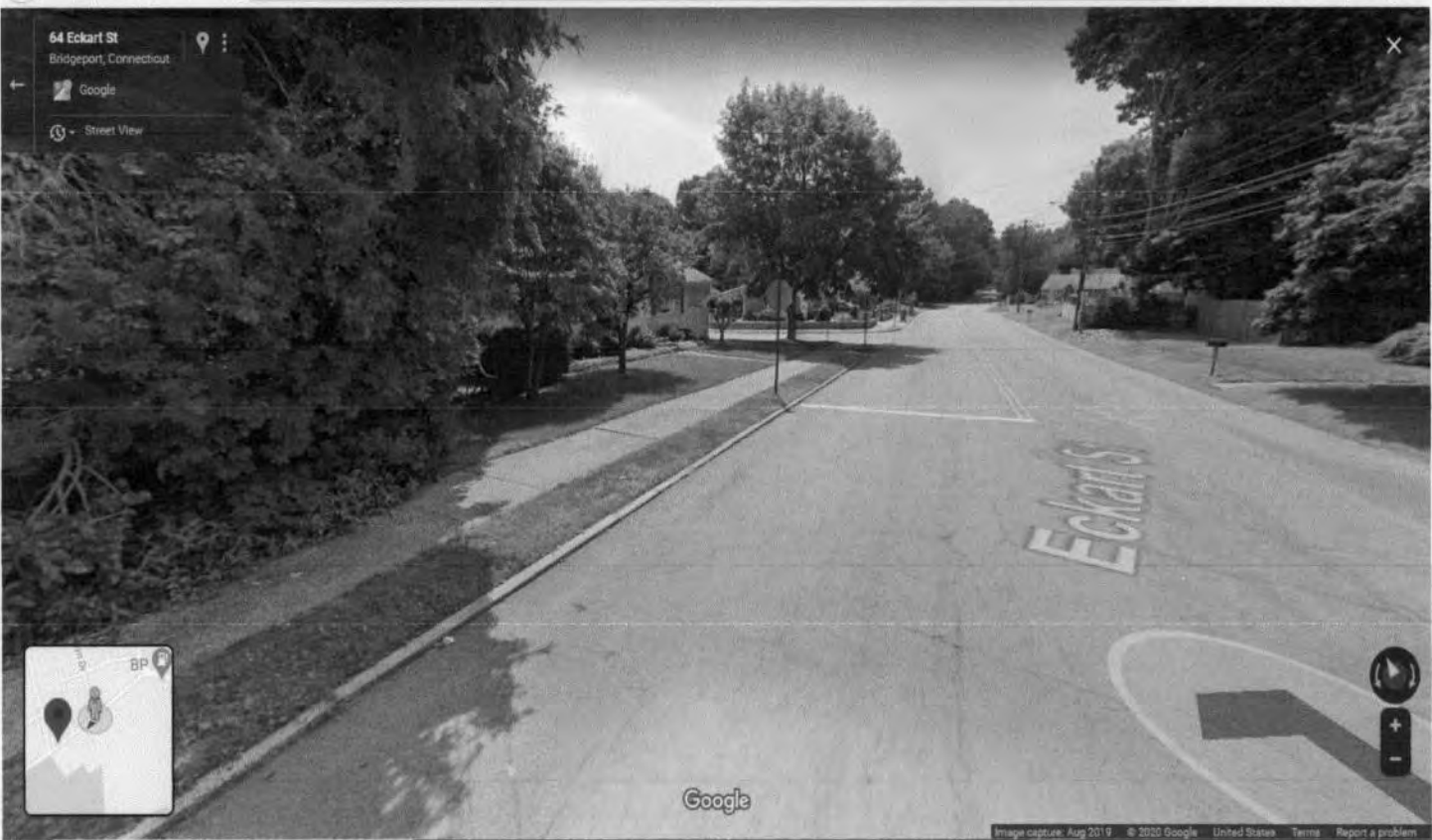














Wayne St & Merritt St, Bridgeport, CT 06606





Wayne and Merritt streets bridgeport



Report a privacy concern with this image



Scale: 500 feet 100 m

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Wayne and Merritt streets bridgeport



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927 Wayne St, Bridgeport,
CT 06606



Report a privacy concern with this image



Bogal King

Edgewater Ave

500 feet 100 m

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Wayne and Merritt streets bridgeport



Report a privacy concern with this image



Segel King

500 feet 100 m

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City of Hartford

Department of Public Works

Traffic Engineering Office

50 Jennings Road, Hartford, CT 06120

Telephone (860) 757-9900 / Fax (860) 722-6215

www.hartford.gov



Traffic Calming Speed Hump Location & Installation Program Guide

for Neighborhood Revitalizations Zones (NRZ)

Spring/Summer 2017

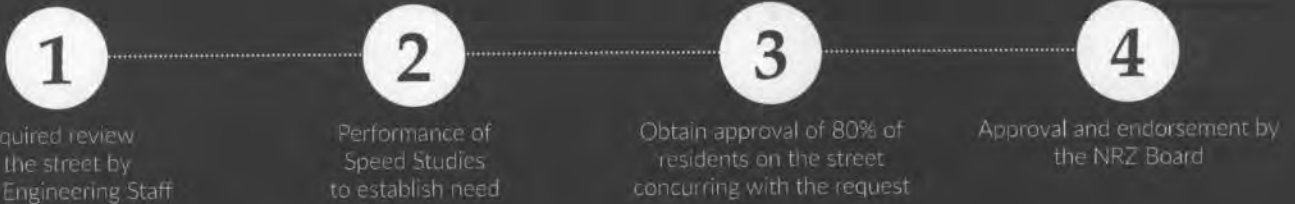
Traffic Calming Speed Hump Installation Program

Background

Over the past year the Department of Public Works has been working with the Office of the Mayor, NRZ Boards and other interested parties concerning the development of an approach to traffic calming measures and more specifically Speed Hump installation. Regulations previously in use required a multi stepped approach which was slow and resulted in general dissatisfaction by residents. A good portion of this delay was due to the studies that were

needed to establish that the placement of speed humps was appropriate. To improve this process, the Mayor has directed the DPW to develop a uniform policy that would reduce to the maximum extent the receipt of applications for Speed Humps and expedite installation where appropriate.

Former Speed Hump Approval Process



Once the above steps were met the DPW arranged installation of either permanent or temporary speed hump devices. To expedite this process while not sacrificing safety the DPW has conducted a citywide review of our street system and identified those streets which are eligible for speed hump installation based on accepted engineering

criteria and other factors. This work and related mapping has now been done for each NRZ. It will no longer be necessary to have individual traffic studies taken by the DPW as the streets that may have speed humps installed are identified.

Traffic Calming Speed Hump Installation Program

The community interest in traffic calming and in particular speed humps is unique and requires a defined process. The DPW will be working with each NRZ to roll out this program, however, the primary responsibility for program development will rest with each NRZ Board.

Funding

The city has received a state grant to fund the installation of approximately 100 speed humps, and these are expected to be permanent devices installed by a contractor. The use of temporary speed humps is not preferred as the Department only has approximately 20 and cost to acquire, install and remove each season, and replace damaged units requires more funding than the installation of a permanent speed hump.

Criteria for Installation Location

Not all streets will be eligible for installation. The following engineering criteria and recommendations have been used to disqualify streets from being included in this program.

Ineligible Streets

1

NON-RESIDENTIAL

Non-Residential Streets, industrial areas and downtown streets have been eliminated.

2

EXCESS OF 4,000

Collector or Arterial Streets with daily traffic of 4000 vehicles have been found to have significant crash potential with speed hump devices and are not included.

3

5% +

Streets or sections of streets with a grade of 5%. The potential for increased loss of control accidents is concerning in these areas.

4

EMERGENCY ROUTE

Finally, streets that have been designated by HPD or HFD as "emergency service routes".
Emergency Service Routes are designated to identify streets that have higher than normal calls for service which require fire trucks, EMS or ambulance trips.

The remaining streets in each NRZ have been mapped and provided to each NRZ. With this work now done the path from request to implementation will be simpler, attentive to safety issues and more expedient.

Eligible Streets

1

RESIDENTIAL STREETS

2

COLLECTOR OR ARTERIAL STREETS W/DAILY TRAFFIC OF < 4,000 VEHICLES

3

STREETS OR STREET SECTIONS WITH A GRADE OF < 5%

4

NON-EMERGENCY ROUTES

Traffic Calming Speed Hump Installation Program

Installation Program Guidelines

- 1** Review criteria for eligible streets for traffic calming devices (refer to page 3):
The NRZ should consider the following additional factors to assist in selecting finalist Streets for this program
 - Residential Development Density and Parking Demand – Speed Humps may reduce parking spaces
 - Commercial Development on Street- Speed Humps are a residential program and commercial development increases truck traffic on the street
 - Direction of Travel – One Way or Two Way
 - Length of Block - Speed Humps are placed in pairs approximately 300 feet apart for maximum effect
Block Length of 900 feet is ideal
 - Presence of Sidewalks
 - Presence of Illumination
 - Level of Prior interest in Traffic Calming from Street Residents
- 2** Develop a shortlist of potential locations based on criteria.
- 3** Obtain approval of at least 75% of the residents of a Short Listed Street or block for the program on that street to proceed. To facilitate petition process DPW will provide list of addresses for each shortlisted Street. This list can be used to determine compliance with 75% concurrence guideline. (See #6 below).
- 4** Finalize selection following receipt of petitions.
- 5** Forwards final list of selected streets to the Department of Public Works (DPW)
- 6** DPW will visit each proposed street as part of the installation process. These locations will be marked on the street and be designed to minimize conflicts with driveways, fire hydrants, crosswalks etc. A notice will be placed on the door for the houses abutting the location of the hump. If objections are raised to the installation the NRZ attempt to resolve the concerns, and if not able to do so, defer action on that street.
- 7** DPW will be bidding a contract for installation. Once the above steps have been completed, construction directives will be given to the low bidder(s) and the speed humps installed. Each Speed Hump will require approximately two to three days for completion. Pavement markings and signs will be installed as part of the system.

Suggestions

- NRZ conducts public outreach campaigns to determine those streets who are interested. Outreach efforts should include contacting residents via email, phone and door-to-door canvassing to ensure that maximum community involvement is obtained. During this process, nomination forms are requested. This phase identifies candidate streets and contacts.
- The NRZ Board develops a deadline for proposed street nominations. Recognizing that each NRZ will be budgeted funds for approximately 5 street deployments it is likely the demand will exceed the available funding. As part of the solicitation of interest we recommend the Board disclose the rating criteria the NRZ will use to set priorities. We recommend the NRZ select at least 5 Streets and include 2 or 3 additional Streets in case residents choose not to participate.

Traffic Calming Speed Hump Installation Program

Project Timeline



Construction Process

Construction will be undertaken and completed in during the 2017 season. It is our intent to seek a contractor or contractors who would be able to work on more than one street at a time and be limited in the time allowed to complete each street. We would like to see bidding complete by May 1st and be in a position to issue construction directives by no later than June 1st. This should allow for completion of the 100 devices by August 1st.



Item # *160-19 Consent Calendar

Approval of Tax Anticipation Notes (TANS) To Pay Current Expenses and Obligations of the City - FY2021.



Report
of
Committee
on
Budget and Appropriations

City Council Meeting Date: September 21, 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
13th Floor
20 OCT 21 AM 9:57
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *160-19 Consent Calendar

APPROVAL OF TAX ANTICIPATION NOTES To Pay Current Expenses and Obligations of the City – FY2021

BE IT RESOLVED, that having received the recommendation of the Mayor of the City of Bridgeport (the “City”) with respect to the action authorized herein, the City Council of the City of Bridgeport (the “City Council”) hereby approves the appropriation of an amount up to \$40,000,000.00 and the issuance of general obligation tax anticipation notes secured by the City’s full faith and credit (the “Notes”), in an aggregate amount up to \$40,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) paying current expenses and obligations of the City as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the “Officials”) to be in the best interest of the City to pay through the issuance of the Notes; and (ii) financing such additional costs and expenses, in an amount not to exceed one percent (1%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters’ discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 112 and other chapters of the Connecticut General Statutes (the “Financing Costs”); and

BE IT FURTHER RESOLVED, the Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes, including, but not limited to Section 7-405a of the Connecticut General Statutes, and to issue notes of the City in anticipation of the receipt of tax collections and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the provisions of this resolution and the Connecticut General Statutes; and

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



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *160-19 Consent Calendar

-2-

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

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

BE IT FURTHER RESOLVED, that the Notes shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Notes may be by facsimiles of such signatures printed on the Notes, and each of such Officials and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *160-19 Consent Calendar

-3-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS

Scott Burns, Co-Chair

Michael A. DeFilippo, Co-Chair

Denese Taylor-Moye

Jeanette Herron

Matthew McCarthy

Jorge Cruz, Sr.

Ernest E. Newtown, II

City Council Date: September 21, 2020

Item # *147-19 Consent Calendar

Updated ranges for Officers' and Unaffiliated Employee Salaries pursuant to and as required by Municipal Code Section 2.36.010. **(No Action)**



**Report
of
Committee
on
Contracts**

City Council Meeting Date: September 21, 2020

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

Approved by: Joseph P. Ganim, Mayor

Date Signed: _____



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Contracts begs leave to report; and recommends for NO ACTION the following:

Item No. *147-19 Consent Calendar

RESOLVED, that the attached Item# 147-19 Updated ranges for Officers' and Unaffiliated Employee Salaries pursuant to and as required by Municipal Code Section 2.36.010 is reported back to the City Council with a recommendation that the Council take no action on the matter because pursuant to the language express of the Ordinance the Council has no jurisdiction regarding the matter. Rather, the item was submitted by the City Clerk's Office to the City Council solely for information purpose.

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: September 21, 2020

Chapter 2.36 - OFFICERS' SALARIES

Sections:

2.36.010 - Officers' and unaffiliated employee salaries.

- A. The following position salaries shall be established for all listed unaffiliated positions in this subsection. Position annual salaries and annual salaries for those acting in any of the positions set forth in this section shall be adjusted in accordance with the negotiated across-the-board increases granted to other city supervisors. The labor relations office shall provide the city clerk with updated ranges set forth in this section, effective as of each July 1, to reflect such across-the-board increases. Salary ranges for any newly created positions shall be referred to the budget and appropriations committee for review. Salary ranges for acting or appointed positions shall fall within the ranges listed below. The full city council shall have the power to approve or disapprove the salary ranges recommended by the mayor and/or budget and appropriations committee. The Mayor may authorize salary increases within the salary ranges established by ordinance. No individual, serving in a position listed below, may receive remuneration from any other city board, commission or authority of the city of Bridgeport, including the board of education, in the form of wages, fee or other emoluments, without express prior approval by the city council. The exception to this section is for a legally awarded pension from the city of Bridgeport or any of the boards, commissions or authorities, including the board of education.

Grade	Job Title/Class	Salary range	
Chief Elected Official			
9	Mayor		\$155,912
Chief Appointed Officials			
9a	Police Chief	\$140,475	\$154,330
9a	Fire Chief	\$140,475	\$154,330
9a	Director of Mayoral Initiatives/Chief of Staff	\$140,475	\$154,330
9a	Chief Administrative Officer	\$140,475	\$154,330
9b	Assistant CAO	\$138,069	\$151,275
Executive Appointed Officials			
8	Finance Director	\$134,340	\$147,771

8	OPM Director	\$134,340	\$147,771
8	OPED Director	\$134,340	\$147,771
8	Public Facilities Director	\$134,340	\$147,771
8	Health Director	\$134,340	\$147,771
8	Labor Relations Director	\$134,340	\$147,771
8	Director of Health and Social Service	\$134,340	\$147,771
8	I.T.S. Director	\$134,340	\$147,771
8	Parks and Recreation Director	\$134,340	\$147,771
8	City Attorney	\$134,340	\$147,771
8a	City Attorney (PT)	\$89,000	\$97,396
8b	Assistant Chief of Police	\$134,340	\$147,771
8b	Deputy Director of Public Facilities	\$134,340	\$147,771
Management appointed officials			
7a	City Librarian	\$119,014	\$135,180
7a	Director of Public Safety	\$119,014	\$135,180
7a	Director of Construction Services	\$119,014	\$135,180
7a	Tax Assessor	\$119,014	\$135,180
7a	Deputy Director Finance/Comptroller	\$119,014	\$135,180
7a	Director of Public Safety Communications	\$119,014	\$135,180
7a	Deputy Director OPED	\$119,014	\$135,180

7a	Tax Collector	\$119,014	\$135,180
7a	Deputy Director of Labor Relations	\$119,014	\$135,180
	Major Deputy Class		
6	Director of Human Services	\$106,639	\$117,297
6	Deputy CAO	\$106,639	\$117,297
6	Deputy Director Finance/Management	\$106,639	\$117,297
6	Director of Social Services	\$106,639	\$117,297
6	Deputy City Attorney (PT)	\$106,639	\$117,297
6	Deputy Tax Assessor	\$106,639	\$117,297
6	Deputy Director Public Safety Communications	\$106,639	\$117,297
6	Communications Director	\$106,639	\$117,297
6	Director, Office of Education and Youth	\$106,639	\$117,297
6	Deputy Chief of Staff	\$106,639	\$117,297
	Department Class		
5	Sr. Labor Relations Officer	\$92,360	\$107,470
5	Mayor Executive Office Manager	\$92,360	\$107,470
5	Director Organizational Development	\$92,360	\$107,470
5	City Treasurer	\$92,360	\$107,470
5	Director L.U.C.R.	\$92,360	\$107,470
5	Utility Manager	\$92,360	\$107,470

5	Benefits Manager	\$92,360	\$107,470
5	Project Manager	\$92,360	\$107,470
5	Human Resource Manager	\$92,360	\$107,470
5	Director of Grants	\$92,360	\$107,470
5	Clinical Physician	\$92,360	\$107,470
5a	Chief Accountant	\$85,701	\$94,765
Program Class			
4	Assistant Internal Audit	\$78,923	\$87,412
4	Affirmative Action Director	\$78,923	\$87,412
4	Harbormaster	\$78,923	\$87,412
4	Registrar of Voters	\$78,923	\$87,412
4a	OPM Analyst	\$71,018	\$85,611
4a	Mayor's Community Liaison	\$71,018	\$85,611
4a	Mayor's Aide	\$71,018	\$85,611
4a	Labor Management Coordinator	\$71,018	\$85,611
4a	Special Project Coordinator	\$71,018	\$85,611
4a	Labor Relations Officer	\$71,018	\$85,611
4a	Data Base Administrator	\$71,018	\$85,611
4a	Medical Health Director	\$71,018	\$85,611
Technical Class			

3	Sealer Weights and Measurers	\$71,018	\$85,611
3	Executive Secretary	\$71,018	\$85,611
3a	Assistant City Attorney's (PT)	\$57,097	\$69,154
3a	Press Secretary	\$57,097	\$69,154
3a	Assistant Special Project Manager	\$57,097	\$69,154
3a	Assistant to Police Chief	\$57,097	\$69,154
	Support Services Class		
2	Administrative Assistant	\$50,376	\$62,132
2	Financial Coordinator	\$50,376	\$62,132
2	Deputy Registrar of Voters	\$50,376	\$62,132
2	Legislative Liaison	\$50,376	\$62,132
2	Secretary (Mayor)	\$50,376	\$62,132
2	Urban Affairs Officer	\$50,376	\$62,132
2a	Trainer	\$36,943	\$47,486
2a	Clerical Assistant	\$36,943	\$47,486
2a	Secretary	\$36,943	\$47,486
2a	Constituent Service Representative	\$36,943	\$47,486
2a	Legislative Aide	\$36,943	\$47,486
2b	Data Coordinator	\$44,234	\$49,151
	Special Class		

1	City Clerk	\$39,572
1	Town Clerk	\$39,572
1	Public Facilities Inspector	\$47,546
1	Annex Courier (P/T)	\$23,743
1	Receptionist (P/T)	\$14,782

B. **Take Home Vehicles.** The city of Bridgeport avails to certain individuals in the class of officers and unaffiliated employees the use of a take home vehicle. The improper use of said vehicle can place extreme financial burdens on the city of Bridgeport. In order to protect itself from unnecessary hardship the city of Bridgeport requires the following for any individual partaking in this benefit:

1. Mandatory random quarterly testing for drugs and alcohol.
2. Mandatory on scene reporting to the local law enforcement authorities of any vehicle accident.
3. Mandatory testing for drugs and alcohol within twenty-four (24) hours of any motor vehicle accident; mandatory testing within two hours of any motor vehicle accident that involves injuries to an individual.
4. Mandatory suspension of the use of a vehicle for failure to abide by the above.
5. The city reserves the right to establish a charge for excess mileage at a rate and a mileage limit to be determined.

(Ord. dated 6/4/07; Ord. dated 8/2/04)

(Ord. dated 7/7/08; Ord. dated 1/3/12; Ord. dated 9/4/12; Ord. dated 12/7/15)

2.36.020 - Dates of payment.

- A. The salaries and compensation of all officers and employees of the city, other than teachers as defined in special act number 407 of the Special Acts of 1935, Section 24, as amended by special act number 28 of 1951, shall be paid in weekly installments.
- B. Notwithstanding anything set forth in subsection A of this section, aldermen shall be paid in equal quarterly installments on January 1, April 1, July 1 and October 1. In event an alderman should in any manner vacate his or her office during his or her term of office then he or she shall be entitled to a per diem payment based upon the number of days he or she served after the last previous quarterly payment. In the event an alderman is appointed to fill a vacancy in office then he or she shall be entitled to be paid on the next quarterly payment date a per diem payment based upon the number of days he or she served to that date.

(Prior code § 2-57)

2.36.030 - Sheriffs' fees.

The following fees shall be paid to sheriffs: For each day's actual attendance in court, other than with prisoners, three dollars (\$3.00); for warning common council meeting, fifteen dollars (\$15.00).

(Prior code § 2-58)

Item # *148-19 Consent Calendar

Equipment Lease - Purchase Agreement with Motorola Solutions, Inc.



Report
of
Committee
on
Contracts

City Council Meeting Date: September 21, 2020

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

RECEIVED
CITY CLERKS OFFICE
20 OCT 24 AM 9:57
13
ATTEST
CITY CLERK

Please Note: Mayor did not sign Report.



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *148-19 Consent Calendar

RESOLVED, that the attached Equipment Lease – Purchase Agreement between the City of Bridgeport and Motorola Solutions, Inc. regarding radio equipment, 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: September 21, 2020



June 25, 2020

CITY OF BRIDGEPORT, CT

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #24891 are valid for contracts that are executed and returned on or before **June 26, 2020**. After **6/26/20**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Once complete, a set with **ORIGINAL "wet" signatures** should be returned to me at the address below:

Motorola Solutions Credit Company LLC
Attn: Paul Mecaskey / 44th Floor
500 W. Monroe
Chicago, IL 60661

Should you have any questions, please contact me at 847-538-3707.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Paul Mecaskey

LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address CITY OF BRIDGEPORT, CT

Attention: _____
Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

E-mail: _____
Phone: _____
Fax: _____
7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24891

LESSEE:

CITY OF BRIDGEPORT, CT
45 Lyon Terrace
Bridgeport, CT 06604

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment, software, upgrades of same, extended warranties and other support, and other personal property described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to promptly discontinue use of the Equipment, remove or delete any software which is part of the Equipment from all of Lessee's computers and electronic devices, and peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; (ix) Lessee will be the only entity to own, use and operate the Equipment

during the Lease Term; and (x) Lessee agrees that the Equipment shall be and remain personal property notwithstanding the manner in which the same may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to insure that the Equipment remains personal property.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the

Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling,

leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$175,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease subject to Lessor's rights pursuant to the other terms of this Lease.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments

hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

**** SIGNATURE PAGE TO FOLLOW ****

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2020.

LESSEE:
CITY OF BRIDGEPORT, CT

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Print Name: _____

Title: _____

Title: _____

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the CITY OF BRIDGEPORT, CT, an entity duly organized and existing under the laws of the **State of Connecticut**, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24891**, between CITY OF BRIDGEPORT, CT and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of CITY OF BRIDGEPORT, CT, hereto this

_____ day of _____, 2020.

By: _____

(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24891 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for CITY OF BRIDGEPORT, CT

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 24891
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24891** ("Lease"), between MOTOROLA SOLUTIONS INC. ("Lessor") and CITY OF BRIDGEPORT, CT ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: CT	

Initial Term: 36 Months

Commencement Date: 7/24/2020

First Payment Due Date: 7/1/2021

Three (3) consecutive annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Lessee: CITY OF BRIDGEPORT, CT
Schedule B (Lease #24891)

Total Contract Value: \$470,358.68
 less: \$200,000.00 Down Pmt (to be collected separate from this Lease)
 AMT FINANCED: 270,358.68

Compound Period: Annual
 Nominal Annual Rate: 0.000%
 CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
	1 Loan	7/24/2020	270,358.68	1		
	2 Payment	7/1/2021	90,119.56	3	Annual	7/1/2023

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
	Loan 7/24/2020				270,358.68
1	7/1/2021	90,119.56	0.00	90,119.56	180,239.12
2	7/1/2022	90,119.56	0.00	90,119.56	90,119.56
3	7/1/2023	90,119.56	0.00	90,119.56	0.00
Grand Totals		270,358.68	0.00	270,358.68	

INITIAL INSURANCE REQUIREMENT: \$270,358.68

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

ORIGINAL ISSUE DISCOUNT (if applicable):

Lessee acknowledges that the amount financed by Lessor is \$256,388.68 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.77%. Such issue price and yield will be stated in the applicable Form 8038-G.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24891** to that Equipment Lease Purchase Agreement number **24891** will be maintained by **CITY OF BRIDGEPORT, CT** as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24891**, **CITY OF BRIDGEPORT, CT**, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24891 to that Equipment Lease Purchase Agreement number 24891. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24891 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
500 W Monroe
Chicago, IL 60661

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 24891)

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

The equipment will be used for communication between the Bridgeport Fire Department and other public safety departments within the City of Bridgeport.

2. Why is the equipment essential to the operation of **CITY OF BRIDGEPORT, CT**?

It is essential that all public safety departments communicate effectively.

3. Does the equipment replace existing equipment? *Yes*

If so, why is the replacement being made?

The replacement is being to ensure compatibility with the radio upgrades for PD and ECC

4. Is there a specific cost justification for the new equipment? *No*

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease of the current fiscal year and future fiscal years?

General Fund

- Have dollars already been appropriated for the Lease Payment? *Yes, per Nestor Nkwo*

- If yes, for what fiscal year(s) have appropriations been made? *FY2021-FY2023*

Combination of Federal Grant funding supplemented by General Revenues

- What fiscal year(s) is expected to be funded via federal grants: _____

- What fiscal year(s) is expected to be funded via general revenues: _____

- Have these general revenues already been appropriated for the Lease Payments(s)?
Yes -or- No

Other_

(please describe): _____

CERTIFIED LESSEE RESOLUTION (Lease# 24891)

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) *held on or before the execution date of the Lease*, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CITY OF BRIDGEPORT, CT (Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Bank Qualified Statement (Lease# 24891)

LESSEE CERTIFIES THAT IT (circle one) HAS or HAS NOT

DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

Form **8038-G**

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

Under Internal Revenue Code section 149(e)
See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Bridgeport, CT		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 45 Lyon Terrace	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Bridgeport, CT 06604		7 Date of issue 7/24/2020	
8 Name of issue Equipment Lease Purchase Agreement 24891		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14	256,388	68
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▶	18		
19a	If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
19b	If bonds are BANs, check only box 19b <input type="checkbox"/>			
20	If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	7/1/23	\$ 256,388.68	\$ 270,358.68	3 years	2.77 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) _____	35	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions _____	36a	
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c Enter the name of the GIC provider ▶ _____		
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units _____	37	
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c Enter the EIN of the issuer of the master pool bond ▶ _____		
d Enter the name of the issuer of the master pool bond ▶ _____		
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>		
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b Name of hedge provider ▶ _____		
c Type of hedge ▶ _____		
d Term of hedge ▶ _____		
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>		
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>		
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement _____		
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative	Date	▶ _____ Type or print name and title
--	------	---

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶				Firm's EIN ▶
	Firm's address ▶				Phone no.

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24891

Lease Schedule A No. : 24891

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24891. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF BRIDGEPORT, CT

By: ___ to be completed after delivery__

Date: _____



Customer Name
Bridgeport Fire Department

Date 4/30/2020

Qty	Bridgeport Fire	Item	Unit	Extended
27	APX6000 7/800 MHZ MODEL 1.5 PORTABLE	H98UCD9PW5BN	\$ 1,893.50	\$ 51,124.50
0	ENH: APX6000XE RUGGED RADIO	QA02006	\$ 560.00	\$ -
27	ADD: ASTRO DIGITAL CAI OPERATION	Q806	\$ 360.50	\$ 9,733.50
27	ADD: SMARTZONE OPERATION	H38	\$ 840.00	\$ 22,680.00
27	ADD: P25 9600 BAUD TRUNKING	Q361	\$ 210.00	\$ 5,670.00
27	ADD: TDMA OPERATION	QA00580	\$ 315.00	\$ 8,505.00
27	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	QA01648	\$ 3.50	\$ 94.50
0	ADD: GROUP SERVICES	QA09008	\$ 105.00	\$ -
27	ADD: DVRS PSU ACTIVATION	QA00631	\$ 70.00	\$ 1,890.00
0	ADD: MANDOWN OPERATION	QA01843	\$ 105.00	\$ -
27	ENH: ENHANCED ZONE BANK	QA01768	\$ 52.50	\$ 1,417.50
0	ADD: APX Personnel Accountability	Q445	\$ 105.00	\$ -
0	ADD: ADAPTIVE NOISE SUPPRESSION	QA09006	\$ 105.00	\$ -
27	ADD: PROGRAMMING OVER P25 (OTAP)	G996	\$ 70.00	\$ 1,890.00
27	ADD: NO ADP FOR P25 CAP	QA05751	\$ -	\$ -
27	ADD: 3Y ESSENTIAL SERVICE	Q58	\$ 168.00	\$ 4,536.00
27	ENGRAVING	SVC03SVC0116D	\$ -	\$ -
27	SUBSCRIBER PROGRAMING UNITS	SVC03SVC0115D	\$ -	\$ -
0	CHARGER, SINGLE UNIT DESKTOP IMPRES 2	NNTN8860A	\$ 115.50	\$ -
0	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	NNTN8844A	\$ 962.50	\$ -
		Sub Total	\$	107,541.00

Qty	Bridgeport Fire	Item	Unit	Extended
72	APX6000 7/800 MHZ MODEL 1.5 PORTABLE	H98UCD9PW5BN	\$ 1,893.50	\$ 136,332.00
72	ENH: APX6000XE RUGGED RADIO	QA02006	\$ 560.00	\$ 40,320.00
72	ADD: ASTRO DIGITAL CAI OPERATION	Q806	\$ 360.50	\$ 25,956.00
72	ADD: SMARTZONE OPERATION	H38	\$ 840.00	\$ 60,480.00
72	ADD: P25 9600 BAUD TRUNKING	Q361	\$ 210.00	\$ 15,120.00
72	ADD: TDMA OPERATION	QA00580	\$ 315.00	\$ 22,680.00
72	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	QA01648	\$ 3.50	\$ 252.00
0	ADD: GROUP SERVICES	QA09008	\$ 105.00	\$ -
72	ADD: DVRS PSU ACTIVATION	QA00631	\$ 70.00	\$ 5,040.00
0	ADD: MANDOWN OPERATION	QA01843	\$ 105.00	\$ -
72	ENH: ENHANCED ZONE BANK	QA01768	\$ 52.50	\$ 3,780.00
0	ADD: APX Personnel Accountability	Q445	\$ 105.00	\$ -
0	ADD: ADAPTIVE NOISE SUPPRESSION	QA09006	\$ 105.00	\$ -
72	ADD: PROGRAMMING OVER P25 (OTAP)	G996	\$ 70.00	\$ 5,040.00
72	ADD: NO ADP FOR P25 CAP	QA05751	\$ -	\$ -
72	ADD: 3Y ESSENTIAL SERVICE	Q58	\$ 168.00	\$ 12,096.00
72	ENGRAVING	SVC03SVC0116D	\$ -	\$ -
72	SUBSCRIBER PROGRAMING UNITS	SVC03SVC0115D	\$ -	\$ -
		Sub Total	\$	327,096.00

Qty	Bridgeport Fire	Item	Unit	Extended
24	APX6000 7/800 MHZ MODEL 2.5 PORTABLE	H98UCF9PW6BN	\$ 2,118.20	\$ 50,836.80
0	ENH: APX6000XE RUGGED RADIO	QA02006	\$ 560.00	\$ -
24	ADD: ASTRO DIGITAL CAI OPERATION	Q806	\$ 360.50	\$ 8,652.00
24	ADD: SMARTZONE OPERATION	H38	\$ 840.00	\$ 20,160.00
24	ADD: P25 9600 BAUD TRUNKING	Q361	\$ 210.00	\$ 5,040.00
24	ADD: TDMA OPERATION	QA00580	\$ 315.00	\$ 7,560.00
24	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	QA01648	\$ 3.50	\$ 84.00
0	ADD: GROUP SERVICES	QA09008	\$ 105.00	\$ -
24	ADD: DVRS PSU ACTIVATION	QA00631	\$ 70.00	\$ 1,680.00
0	ADD: MANDOWN OPERATION	QA01843	\$ 105.00	\$ -
0	ADD: APX Personnel Accountability	Q445	\$ 105.00	\$ -
0	ADD: ADAPTIVE NOISE SUPPRESSION	QA09006	\$ 105.00	\$ -
24	ADD: PROGRAMMING OVER P25 (OTAP)	G996	\$ 70.00	\$ 1,680.00
24	ADD: NO ADP FOR P25 CAP	QA05751	\$ -	\$ -
24	ADD: 3Y ESSENTIAL SERVICE	Q58	\$ 168.00	\$ 4,032.00
24	ENGRAVING	SVC03SVC0116D	\$ -	\$ -
24	SUBSCRIBER PROGRAMING	SVC03SVC0115D	\$ -	\$ -
		Sub Total	\$	99,724.80

Qty	Bridgeport Fire Mobiles
6	APX6500 7/800 MHZ MID POWER MOBILE
6	ADD: REMOTE MOUNT MID POWER
6	ADD: APX CONTROL HEAD SOFTWARE
6	ADD: O5 CONTROL HEAD
6	ADD: ANT 3DB LOW-PROFILE 762-870
6	ADD: ASTRO DIGITAL CAI OPERATION
6	ENH: SMARTZONE OPERATION APX6500
6	ENH: P25 TRUNKING SOFTWARE APX
6	ADD: TDMA OPERATION APX
6	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
0	ADD: GROUP SERVICES
6	ADD: DVRS MSU ACTIVATION
0	ADD: APX Personnel Accountability
6	ADD: NO GPS ANTENNA NEEDED
6	ENH: OVER THE AIR PROVISIONING
6	ADD: NO ADP FOR P25 CAP
6	ADD: STD PALM MICROPHONE APX
6	ADD: 3Y ESSENTIAL SERVICE
6	ADD: REMOTE MOUNT CBL 30 FEET
0	ADD: SPKR 15W WATER RESISTANT
6	SUBSCRIBER PROGRAMING UNITS

Item	Unit	Extended
M25URS9PW1 N	\$ 1,706.60	\$ 10,239.60
G67	\$ 207.90	\$ 1,247.40
G444	\$ -	\$ -
G442	\$ 302.40	\$ 1,814.40
G174	\$ 30.10	\$ 180.60
Q806	\$ 360.50	\$ 2,163.00
G51	\$ 840.00	\$ 5,040.00
G361	\$ 210.00	\$ 1,260.00
GA00580	\$ 315.00	\$ 1,890.00
QA01648	\$ 3.50	\$ 21.00
GA09008	\$ 105.00	\$ -
GA00631	\$ 175.00	\$ 1,050.00
Q445	\$ 105.00	\$ -
GA00235	\$ -	\$ -
G996	\$ 70.00	\$ 420.00
QA05751	\$ -	\$ -
W22	\$ 72.00	\$ 432.00
G78	\$ 168.00	\$ 1,008.00
G610	\$ 17.50	\$ 105.00
G831	\$ 60.00	\$ -
SVC03SVC0115D	\$ 25.00	\$ -
Sub Total	\$	\$ 26,871.00

Qty	Bridgeport Fire Mobiles
34	APX6500 7/800 MHZ MID POWER MOBILE
34	ADD: REMOTE MOUNT MID POWER
34	ADD: APX CONTROL HEAD SOFTWARE
34	ADD: O5 CONTROL HEAD
34	ADD: ANT 3DB LOW-PROFILE 762-870
34	ADD: ASTRO DIGITAL CAI OPERATION
34	ENH: SMARTZONE OPERATION APX6500
34	ENH: P25 TRUNKING SOFTWARE APX
34	ADD: TDMA OPERATION APX
34	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
0	ADD: GROUP SERVICES
0	ADD: APX Personnel Accountability
34	ADD: NO GPS ANTENNA NEEDED
34	ENH: OVER THE AIR PROVISIONING
34	ADD: NO ADP FOR P25 CAP
34	ADD: STD PALM MICROPHONE APX
34	ADD: 3Y ESSENTIAL SERVICE
34	ADD: REMOTE MOUNT CBL 30 FEET
0	ADD: SPKR 15W WATER RESISTANT
34	SUBSCRIBER PROGRAMING UNITS

Item	Unit	Extended
M25URS9PW1 N	\$ 1,706.60	\$ 58,024.40
G67	\$ 207.90	\$ 7,068.60
G444	\$ -	\$ -
G442	\$ 302.40	\$ 10,281.60
G174	\$ 30.10	\$ 1,023.40
Q806	\$ 360.50	\$ 12,257.00
G51	\$ 840.00	\$ 28,560.00
G361	\$ 210.00	\$ 7,140.00
GA00580	\$ 315.00	\$ 10,710.00
QA01648	\$ 3.50	\$ 119.00
GA09008	\$ 105.00	\$ -
Q445	\$ 105.00	\$ -
GA00235	\$ -	\$ -
G996	\$ 70.00	\$ 2,380.00
QA05751	\$ -	\$ -
W22	\$ 72.00	\$ 2,448.00
G78	\$ 168.00	\$ 5,712.00
G610	\$ 17.50	\$ 595.00
G831	\$ 60.00	\$ -
SVC03SVC0115D	\$ -	\$ -
Sub Total	\$	\$ 146,319.00

1 MOBILE INSTALLATION SERVICES

SVC03SVC0123D	\$ -	\$ -
---------------	------	------

Qty	Description Mobile DVRS	Item	Unit	Extended
5	VRX1000-7/800 769-775/851-869 MHZ	TT2794	\$ 2,847.50	\$ 14,237.50
5	DVR/VRX FOR USE WITH SINGLE BAND APX MOBILE	TT05715AA	\$ -	\$ -
5	ADD: P25 PHASE 1 OPERATION	TT05951AA	\$ 1,326.00	\$ 6,630.00
5	ADD: P25 ENHANCED TRUNKING FEATURES	TT05953AA	\$ 1,428.00	\$ 7,140.00
5	ADD: VRX1000 - IN-BAND FILTER KIT PLAN B - 7/800 (769-775/851-869)	TT05950AA	\$ 1,827.50	\$ 9,137.50
0	ADD: VRX IN-BAND 4 YEAR EXTENDED WARRANTY	DDN2081	\$ 900.15	\$ -
5	DVR TO APX MOBILE CONTROL CABLE (3FT)	DDN9028	\$ 299.20	\$ 1,496.00
5	ANTENNA (762-870 MHZ) 1/4 WAVE	HAF4016	\$ 19.55	\$ 97.75
5	PROGRAMMING	SVC03SVC0115D	\$ -	\$ -
			Sub Total	\$ 38,738.75

Qty	Description Mobile DVRS	Item	Unit	Extended
1	VRX1000-7/800 769-775/851-869 MHZ	TT2794	\$ 2,847.50	\$ 2,847.50
1	DVR/VRX FOR USE WITH SINGLE BAND APX MOBILE	TT05715AA	\$ -	\$ -
1	ADD: P25 PHASE 1 OPERATION	TT05951AA	\$ 1,326.00	\$ 1,326.00
1	ADD: P25 ENHANCED TRUNKING FEATURES	TT05953AA	\$ 1,428.00	\$ 1,428.00
1	ADD: VRX1000 - IN-BAND FILTER KIT PLAN B - 7/800 (769-775/851-869)	TT05950AA	\$ 1,827.50	\$ 1,827.50
0	ADD: VRX IN-BAND 4 YEAR EXTENDED WARRANTY	TT05961AA	\$ 900.15	\$ -
1	DVR TO APX MOBILE CONTROL CABLE (3FT)	DDN9028	\$ 299.20	\$ 299.20
1	ANTENNA (762-870 MHZ) 1/4 WAVE	HAF4016	\$ 19.55	\$ 19.55
1	ADD: PROGRAMMING KIT - VRX1000	TT05954AA	\$ -	\$ -
1	PROGRAMMING	SVC03SVC0115D	\$ -	\$ -
			Sub Total	\$ 7,747.75

SUBTOTAL	\$ 754,038.30
STATE DISCOUNT & SUBSCRIBER TRADE-IN ALLOWANCE	\$ (283,679.62)
GRAND TOTAL	\$ 470,358.68

Notes

Pricing per State of CT Master Contract A-99-001
Please issue PO to Motorola Solutions, Inc.
Note on PO to ship order to 7 Great Hill Road, Naugatuck, CT 06770
Note on PO your address as the "Ultimate Destination"
Note on PO - Terms: Net 30 days after shipping
Programming of authorized channels only. Customer is responsible for obtaining letters of approval, if needed.
Radios on the State system require DESPP/DSET/CTS approval
Mobile installation prices are estimated based on information provided by end user; vehicle inventory is required prior to equipment being ordered or installed.
Installation prices assume swap of existing XTL radios with 05 control heads for APX radios with 05 control heads using existing antenna, all cabling, equipment mounts, brackets, and external speakers.
Installation price does not include installation or interface of ancillary equipment including but not limited to Knox Boxes, additional speakers/microphones, headset system, intercom system, vehicle repeaters (other than those included above)
VRX operation can be triggered by air brake or other trigger if vehicle mechanic can provide a contact closure when it's enabled. A plan for this will need to be determined prior to VRX equipment being configured and installed.
Does not include end user training on portable, mobile or VRX equipment.
Trade-In allowance is for 113 APX Portable Radios
Pricing Valid until March 13th, 2020. Bridgeport Fire to accept expedited delivery that could occur as soon as March 31, 2020
This proposal includes special discounts for a consideration of the concurrent radio system purchase as configured and proposed as of 06-18-2020. This discount and price shown is not valid unless purchased concurrently with the CLMRN system proposal quoted separately.

Prepared By

Jack Ahern

NorcomCT



Authorized Channel Partner
Manufacturer's Representative

7 Great Hill Road, Naugatuck, CT 06770

Phone 203-568-6920

Email jahern@norcomct.com

Web www.norcomct.com

Item# *139-19 Consent Calendar

Resolution calling for the Restoration of the Christopher Columbus statue to its original location in Seaside Park; Resolving to working together to unite the community in reaching an amicable resolution regarding this sensitive issue. **DENIED**



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: September 21, 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
13th
20 OCT 31 AM 9:58
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *139-19 Consent Calendar

RESOLUTION

WHEREAS, in the current climate of national unrest, members of the Bridgeport City Council and leaders in the Greater Bridgeport Italian-American community are determined to peacefully work together on sensitive issues that have potential to fracture the Bridgeport Community; and

WHEREAS, Mayor Ganim was aware that members of the City Council were engaged in negotiations with members of the Italian American community to maintain the presence of the Christopher Columbus statue in Seaside Park while exploring opportunities to unite the Bridgeport community rather than divide it; and

WHEREAS, members of the Bridgeport Italian community spent decades raising the necessary funds to commission the Christopher Columbus statue, its pedestal and installation which was donated to the city of Bridgeport in 1965 with the understanding the City would be responsible for its maintenance in perpetuity; and

WHEREAS, the recent protests in Bridgeport had been held peacefully and with the support of the City Council, yet based on assumptions without fact of threat, Mayor Ganim unilaterally ordered the removal of the Christopher Columbus statue located in Seaside Park, and

WHEREAS, on Monday, July 6, 2020, Mayor Ganim, without consulting the members of the City Council and/or the Board of Park Commissioners, unilaterally ordered the removal of the Christopher Columbus statue located in Seaside Park; and

WHEREAS, the City Council serves as the officers of the corporation and shares in the governance of the city of Bridgeport as the co-equal branch of government; and

WHEREAS, CHAPTER 12- PUBLIC FACILITIES, Section 10- Board of Park Commissioners; clearly delineates that Bridgeport's parks are under the jurisdiction of the Board of Park Commissioners, and

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that we hereby direct Mayor Ganim to instruct the Public Facilities Department of the City to immediately restore the Christopher Columbus statue to its original location in Seaside Park; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Miscellaneous Matters
Item No. *139-19 Consent Calendar

-2-

BE IT FURTHER RESOLVED, after years of not only peacefully co-existing but supporting each other through cultural celebrations, community events and natural tragedies and disasters, it is important to resume a civil and productive dialogue with members of the Bridgeport community to find consensus on potentially divisive issues in order to continue to unite Bridgeport; and

BE IT FURTHER RESOLVED, that the Council directs Mayor Ganim to instruct the Bridgeport Police Department to provide necessary security to protect the Christopher Columbus statue from any vandalism until a final resolution is achieved.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

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

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

Alfredo Castillo, D-136th

M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th

Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

Council Date: September 21, 2020 (DENIED)



July 13, 2020

Mayor Ganin,

Pursuant to the City Charter, Chapter 5 - City Council, Section 5 (a): "The city council shall hold regular meetings at such times as may be fixed by ordinance, and may be specifically convened at any time by the mayor and shall be convened by him/her or upon the written request of three council members within a reasonable time after they receive such request;" the following City Council members are requesting an (Emergency) special meeting be convened no later than Monday, July 20, 2020 at 6:00 PM to address the following sole agenda item:

- **"IMMEDIATE CONSIDERATION:** Approval of the attached resolution regarding the Restoration of the Christopher Columbus statue to its original location in Seaside Park resolving to working together to unite the community in reaching an amicable resolution regarding this sensitive issue."

Respectfully yours,

X L L

Mike DeFilippe
City Council Member

X *Jeanette Herron*
Jeanette Herron
City Council Member

X *Angie De Vito*
Angie De Vito
City Council Member

X *Michelle A. Lyons*
Michelle A. Lyons
City Council Member

X *Dorise Pignone Moya*
Dorise Pignone Moya
City Council Member

X *Krista Marting*
Krista Marting
City Council Member

X *Fredo Castillo*
Fredo Castillo
City Council Member

X *Markus Brown*
Markus Brown
City Council Member

X *McCarthy*
McCarthy
City Council Member

X *SAMIA SUBMAN*
SAMIA SUBMAN
City Council Member

RECEIVED
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20 JUL 13 AM 10:49
ATTEST
CITY CLERK

X Mano Pereira

Mano Pereira

X Mano Pereira

X Anto Silva

Anto Silva

X

City Clerk Name

X

City Clerk Name

X

City Clerk Name

CC: City Clerk Lydia Martinez
Deputy City Clerk Frances Ortiz

Item# 155-19

Resolution declaring gun violence as a public health crisis.



Report of Committee on

CEC and Environment

City Council Meeting Date: September 21, 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
13th
20 OCT 21 AM 9:58
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on **Economic and Community Development and Environment** begs leave to report; and recommends for adoption the following resolution:

Item No. 155-19

RESOLUTION

WHEREAS, the Bridgeport City Council is committed to improving the health and well-being of all residents; and

WHEREAS, gun violence is a leading cause of premature death in the United States with an average of 31,537 people dying per year from gun violence and, on average, an additional 71,386 surviving gun related injuries; and

WHEREAS, gun violence is frequently a symptom of broader inequality and racism. Too often, young people feel unsupported and alone as they navigate significant life challenges, including those rooted in discrimination, long-term community disinvestment, and inadequate social programs; and

WHEREAS, gun violence is an atrocity, resulting in the death of innocent human beings of all ages, from infancy to adulthood. Gun violence results in a never-ending cascade of misery for those who survive shootings and those who do not, for their families, their friends, and their communities; and

WHEREAS, preventing gun violence is an essential component of building a healthy community as places where you have higher rates of gun violence are also places where you have higher rates of domestic violence, child abuse, and other types of assaults; and

WHEREAS, gun violence is without question a national public health crisis and over the past several months, the United States, Connecticut, and Bridgeport have seen the collision of two major public health crises: the COVID-19 pandemic and gun violence; and

WHEREAS, the coronavirus pandemic is associated with increased rates of senseless gun violence in major cities throughout the country including New York, Chicago and Baltimore; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on ECD and Environment
Item No. 155-19

-2-

WHEREAS, Bridgeport has not been immune from this epidemic of gun violence, daily there are unabated shootings and the ferocity and sheer volume of gun violence is growing across the city; and

WHEREAS, gun violence inflicts a devastating double blow to communities of color; first shattering families and neighborhoods and secondly the use of intrusive policing tactics and overreliance on incarceration destabilize neighborhoods and damage police-community relations; and

WHEREAS, we deserve to live free from gun violence in our homes, in our schools, in our houses of worship, in our workplaces and in our communities; and

WHEREAS, a broad array of government and social service organizations need to work together effectively to reduce gun violence, build healthier neighborhoods, and strengthen relationships between police and the communities they serve; and

WHEREAS, limiting access to deadly weapons must be part of the solution, but it's not the only part, there needs to be an investment in wraparound health and social services that address the full spectrum of challenges faced by many individuals at high risk of participating in gun violence as well as their families, such as mental health treatment, trauma care, drug treatment, housing, job training and placement, and mentoring.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Bridgeport that as it relates to gun violence there is a public health crisis in the City of Bridgeport; and

BE IT FURTHER RESOLVED by the City Council of the City of Bridgeport that it will engage members of the community, elected officials, and other interested groups and individuals to develop further strategies to reduce gun violence; and



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on ECD and Environment Item No. 155-19

-3-

BE IT FURTHER RESOLVED by the City Council of the City of Bridgeport will give priority of funding when setting budgets and appropriating funds to initiatives and programs that are designed and demonstrate genuine probabilities of success in decreasing gun violence and violent crime in the City of Bridgeport; and

BE IT FURTHER RESOLVED by the City Council of the City of Bridgeport that the Police Department provide quarterly reports (incident location, time of day, number of injured, severity of injury, and gun violence cause if known) to the Council on gun incidents in the City to track fatalities and injuries from gun violence and capitalize on opportunities that advance gun violence reduction.

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

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

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

Alfredo Castillo

Mary A. McBride-Lee

Rosalina Roman-Christy

Jeanette Herron

Scott Burns

City Council Date: September 21, 2020

Item #39-19

Resolution regarding oversight of Guidepost Solutions concerning costs, recommendations and proposals, **DENIED.**



**Report
of
Committee
on
Contracts**

City Council Meeting Date: September 21, 2020

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report

CITY CLERK

ATTEST

RECEIVED
CITY CLERKS OFFICE
13th
20 OCT 21 AM 9:58



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 **DENIAL** the following resolution:

Item No. 39-19

WHEREAS, the Connecticut Post reported on February 15, 2019, that Mayor Ganim had retained New York consulting firm Guidepost Solutions to review purchasing, the handling of cash and other government functions due to a Federal Bureau of Investigation into three city contractors; and

WHEREAS, Guidepost Solutions Chief Compliance Officer and Deputy General Counsel would be working with the City Attorney's Office earning \$425 per hour; and

WHEREAS, both CT state statute and the Purchasing Ordinance requires any goods or services valued at \$25,000 go out to bid; and

WHEREAS, the retainer/agreement/contract with Guidepost Solutions was not presented to the Contracts Committee for review and approval; and

WHEREAS, Guidepost Solutions was to be compensated from a \$75,000 budget line item used to hire outside counsel to assist the City Attorney's in-house legal team; and

WHEREAS, Guidepost Solutions has already been compensated over \$150,000 without any City Council oversight or approval; and

WHEREAS, neither the Ordinance Committee nor full City Council has been provided with a report, proposed purchasing ordinances, proposed purchasing ordinance revisions or any other information since Guidepost Solutions was retained almost a full year ago; and

WHEREAS, the City Council serves as the fiduciary of all tax payer funds as well as the checks and balance on the Mayor of the City of Bridgeport with a responsibility to conduct reasonable oversight of the administrative branch; and

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that the Guidepost Solutions Contract, basis for awarding a \$150,000 no-bid contract, budget line item payment information, and Guidepost Solutions report/recommendations be presented to the Contracts Committee in order to conduct reasonable oversight.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Contracts
Item No. 39-19

-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: September 21, 2020

Item #132-19

Resolution concerning Termination and Collection of Taxpayer funded payments for criminal defense attorneys representing Mayor Ganim, Dan Shamas, David Dunn and Chief A. J. Perez, **DENIED.**



**Report
of
Committee
on
Contracts**

City Council Meeting Date: September 21, 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

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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 **DENIAL** the following resolution:

Item No. 132-19

WHEREAS, Mayor Ganim, Chief of Staff Dan Shamas, Acting Civil Service Director David Dunn and Chief of Police A.J. Perez are being investigated criminally by the Federal Bureau Investigation (FBI) and U.S. Attorneys from both CT & the Southern District of NY; and

WHEREAS, City Attorney Christopher Meyer signed retainer agreements with four separate criminal defense attorneys representing Mayor Ganim, Chief of Staff Dan Shamas, Acting Civil Service Director David Dunn and Chief of Police A.J. Perez at \$425.00 per hour funded by overburdened Bridgeport tax payers; and

WHEREAS, City Attorney Christopher Meyer and the role of his office as identified in the City Charter is to represent what is in the best interest of the City and its residents at large, not the Mayor and/or his high-level appointees; and

WHEREAS, City Attorney Christopher Meyer and his staff have done everything in their power to obstruct the City Council, the Contracts Committee, the press and the residents of Bridgeport right to know; and

WHEREAS, City Attorney Christopher Meyer and his staff have done everything in their power to obstruct the co-equal branch of Bridgeport's government, the City Council, from conducting reasonable oversight; and

WHEREAS, the costs associated with this criminal investigation has already exceeded \$500,000 without a single criminal charge or litigation matter being filed in federal court; and

WHEREAS, Section 7-101a states **Protection of municipal officers and municipal employees from damage suits. Reimbursement of defense systems. Liability insurance. Time limit for filing notice and commencement of action.** *(a) Each municipality shall protect and save harmless any municipal officer, whether elected or appointed, of any board, committee, council, agency or commission, ...of such municipality from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgement by reason of alleged negligence, or for alleged infringement of any person's civil rights, on the part of such officer or such employee while acting in the discharge of his duties" ; and*



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Contracts
Item No. 132-19

-2-

WHEREAS, Section 7-101(b) states *“in addition to the protection under subsection (a) of this section, each municipality shall protect and save harmless any such municipal employee from financial loss costs, if any, arising out of any claim, demand or suit instituted against such officer or employee by reason of alleged malicious, wanton or wilful act or ultra vires act, on the part of such officer or employee while acting in the discharge of his duties. In the event such officer or employee has a judgement entered against him for a malicious, wanton, or wilful act in a court of law, such municipality shall be reimbursed by such officer or employee for expenses it incurred in providing such defense and shall not be held liable to such officer for and employee for any financial loss or expense resulting from such act”*; and

WHEREAS, Ultra Vires Act is defined as follows:
“beyond the scope or in excess of legal power or authority (as of a corporation) [the agency acted ultra vires] [the agreement was ultra vires] compare intra vires; and

WHEREAS, Section 7-101 is related to indemnifying municipal officers and employees regarding civil matters, not criminal matters, therefore the City of Bridgeport and its overburdened taxpayers have no obligation to fund the costs associated with the legal representation of those being investigated in a criminal matter; and

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that City Attorney Christopher Meyer immediately terminate all the retainer agreements with Attorney Maffeo, Attorney Frost, Attorney Lawrence & Attorney Paoletti in their representation of Mayor Ganim, Chief of Police A.J. Perez, Chief of Staff Dan Shamas, and Acting Civil Service Director David Dunn regarding the criminal investigation(s) being conducted by the FBI and the U.S. Attorneys for both CT & the Southern District of NY as Bridgeport taxpayers have no responsibility to fund the legal representation of any municipal employee or officer engaged in criminal activity and related investigation(s); and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Bridgeport City Council that City Attorney Christopher Meyer obtain and be held responsible for the 100% reimbursement from Mayor Ganim, Chief of Police A.J. Perez, Chief of Staff Dan Shamus, and Acting Civil Service Director David Dunn regarding all costs associated with the criminal defense attorneys Attorney Christopher Meyer authorized municipal payments for; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Bridgeport City Council that any and all further contracts/retainer agreements related to any FBI & US Attorney criminal investigation be presented to the Contracts Committee PRIOR to the execution of any such agreement/retainer; and



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Contracts
Item No. 132-19

-3-

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Bridgeport City Council that both City Attorney Christopher Meyer and Finance Director Ken Flatto provide the members of the Contracts Committee with the invoices, purchased orders, and journal entries for criminal defense attorney K. Lawrence representing Chief of Staff Dan Shamas.

**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: September 21, 2020

Item # 163-19

Resolution for the Assignment, Assumption, Subordination and Modification Agreement with Maplewood School Apartments Limited Partnership and Maplewood Court Limited Partnership regarding Maplewood Court located at 434 Maplewood Avenue.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: September 21, 2020
(Off The Floor)

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

RECEIVED
CITY CLERKS OFFICE
1344
20 OCT 31 AM 9:58
ATTEST _____
CITY CLERK

Please Note: Mayor did not sign Report.



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 163-19

A Resolution by the Bridgeport City Council

Regarding the

Re-Financing of Maplewood Court, 434 Maplewood Avenue, Bridgeport, Connecticut

WHEREAS, Maplewood Court Limited Partnership (“Maplewood”) is in the process of acquiring title and obtaining new financing (the “New Financing”) for the rehabilitation of Maplewood Court, 434 Maplewood Avenue, Bridgeport, Connecticut (the “Project”) which was previously owned by Maplewood School Apartments Limited Partnership (“Seller”); and

WHEREAS, the Project experienced significant damage in 2012 due to Hurricane Sandy, which resulted in the permanent vacancy of 10 units and financial distress to the property; and

WHEREAS, in an effort to forestall bankruptcy and place decent affordable housing back on the market, Connecticut Housing Partners has been able to apply for funding to fully rehabilitate the Project with a new tax credit deal. A new Limited Partnership, Maplewood Court Limited Partnership, has been, or will be, created. The total development cost is approximately \$8M. In addition to the LIHTC, there are federal (HUD) and state (DOH, CHFA and state historical tax credits) funds committed to the Project; and

WHEREAS, the City of Bridgeport (“City”) provided a loan to the “Seller” in the amount of \$125,000 as evidenced by a certain Promissory Note from the Seller to the City dated December 19, 1994 and as secured by a certain Mortgage Deed from the Seller to City dated December 19, 1994 and recorded in Volume 3346 at Page 03 of the Bridgeport Land Records (as modified/assigned/extended the “1994 City Loan”); and

WHEREAS, the City also provided a loan to the Seller in the amount of \$225,000 as evidenced by a certain Promissory Note from the Seller to the City dated July 15, 1997 and as secured by a certain Mortgage Deed from the Seller to City dated July 31, 1997 and recorded in Volume 3816 at Page 206 of the Bridgeport Land Records (as modified/assigned/extended the “1997 City Loan”); and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Contracts
Item No. 163-19

-2-

WHEREAS, in connection with the New Financing, Maplewood has requested that City release the 1994 City Loan (the "Release") and subordinate the 1997 City Loan to the New Financing (the "Subordination") and extend the maturity date of the 1997 City Loan to be co-terminous with the New Financing (the "Extension"). In consideration of and in exchange for the Release, the Subordination and the Extension, Maplewood has agreed to increase the principal balance of the 1997 City Loan from \$225,000 to \$325,000 and has agreed to make a one-time payment of \$25,000 to City prior to, or at the time of, closing on the New Financing (the "Payment"). Maplewood shall remain responsible for the repayment of the balance of the 1997 City Loan in accordance with said loan's terms; and

WHEREAS it is desirable and in the public interest that the City cooperate with the financing needs of Maplewood in order to rehabilitate decent affordable housing while ensuring that the City recapture a portion of its community investments.

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

1. That it hereby authorizes the City to execute the attached **Assignment, Assumption, Subordination and Modification Agreement**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Office of Planning and Economic Development**, to execute all documents necessary to effectuate the rehabilitation of the Project.



City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Contracts
Item No. 163-19

-3-

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: September 21, 2020 (Off The Floor)

**ASSIGNMENT, ASSUMPTION, SUBORDINATION AND MODIFICATION
AGREEMENT**

This Assignment, Assumption and Subordination Agreement (this "Agreement") is made as of the ____ day of September, 2020 ("Effective Date") by and among **MAPLEWOOD SCHOOL APARTMENTS LIMITED PARTNERSHIP**, a Connecticut limited partnership (the "Assignor"), **MAPLEWOOD COURT LIMITED PARTNERSHIP**, a Connecticut limited partnership (the "Assignee") and the **CITY OF BRIDGEPORT**, a Connecticut municipal corporation (the "City").

WITNESSETH:

WHEREAS, Assignor is the maker of (i) that certain Promissory Note dated July 15, 1997 (the "Note") in the original principal amount of \$225,000 (the "Loan") payable to the order of the City, and was secured by a certain Mortgage Deed on certain property known as 434 Maplewood Avenue in Bridgeport, Connecticut, (the "Property"), dated July 31, 1997 and recorded in Volume 3816 at Page 206 of the Bridgeport Land Records (the "Mortgage", and together with the Note, the "City Loan Documents"); and

WHEREAS, Assignor has or will transfer the Property to the Assignee by a certain Warranty Deed (the "Conveyance") which has or will be recorded in the Bridgeport Land Records and, in connection with the Conveyance, Assignor desires to assign and Assignee desires to assume all of Assignor's right, title and interest in and to, and all of the obligations and responsibilities under the City Loan Documents pursuant to the terms and conditions contained in this Agreement; and

WHEREAS, Assignor has previously executed a certain (i) Commercial Construction Mortgage Note in the original principal amount of \$720,000.00 payable to the order of the Housing Authority of the City of Bridgeport (the "Housing Authority"); (ii) Construction Mortgage Deed and Security Agreement on the "Property" dated May 7, 1999 and recorded in Volume 4490 at Page 151 of the Bridgeport Land Records; and (iii) Declaration of Trust and Restrictive Covenants dated as of November 6, 2000 and recorded in Volume 4490 at Page 146 of the Bridgeport Land Records (collectively, the "Existing Housing Authority Loan Documents"); and

WHEREAS, Assignor, Assignee and the Housing Authority will execute a certain Assignment, Assumption, Subordination and Modification Agreement (the "Housing Authority Assumption Agreement") evidencing the assignment and assumption of the Existing Housing Authority Loan Documents, which Agreement will be recorded in the Bridgeport Land Records; and

WHEREAS, Assignee desires to obtain construction and permanent financing from Connecticut Housing Finance Authority ("CHFA") in the total original principal sum of \$4,617,094.00 (the "CHFA Loan"), which CHFA Loan will be evidenced by, among other things, (i) a Construction Loan Promissory Note in the original principal amount \$3,800,000, (ii)

an Amended and Restated Permanent Loan Promissory Note in the original principal amount of \$817,094.00; (iii) an Open-End Construction Mortgage Deed, Security agreement, Assignment of Leases and Rentals and Fixture Filing on the Property in favor of CHFA, (iv) an Extended Low-Income Housing Commitment, (v) a Declaration and Agreement of Restrictive Covenants, (vi) a Covenant of Compliance and Regulatory Agreement, (vii) a Construction Loan and General Escrow Agreement, (viii) an Environmental Indemnification Agreement, (ix) UCC-1 financing statements, and (x) related documents, all to be executed and delivered by Assignee in favor of CHFA (collectively, the "CHFA Documents"); and

WHEREAS, Assignee desires to obtain financing from the State of Connecticut Department of Housing ("DOH") in the original principal sum of \$2,156,300.00 (the "DOH Loan"), which DOH Loan will be evidenced by, among other things, (i) a promissory note in the original principal amount \$2,156,300.00, (ii) an assistance agreement, (iii) an open end mortgage deed on the Property, (iv) a declaration of land use restrictive covenants, (v) a collateral assignment of leases and rents, (vi) UCC-1 financing statements, and (vii) related documents, all to be executed and delivered by Assignee in favor DOH (collectively, the "DOH Documents"); and

WHEREAS, Assignee desires to obtain additional financing from the National Housing Trust Funding ("NHTF") in the original principal sum of \$1,315,000.00 (the "NHTF Loan") to be loaned to the Assignee by DOH. The NHTF Loan will be evidenced by, among other things, (i) a promissory note in the original principal amount \$1,315,000.00, (ii) a NHTF Program Assistance Agreement between NHTF and Assignee, (iii) an open end mortgage deed on the Property, (iv) a collateral assignment of leases and rents, and (v) related documents, all to be executed and delivered by Assignee in favor NHTF (collectively, the "NHTF Documents", and, together with the Existing Housing Authority Loan Documents, Housing Authority Assumption Agreement, the CHFA Documents, and the DOH Documents, collectively the "Financing Documents"); and

WHEREAS, Assignee desires to obtain additional financing that will be subordinate to the City Loan from Mutual Housing Association of Southwestern Connecticut, Inc. ("MHA") in the original principal amount of \$100,000.00 (the "Sponsor HTCC Loan") to be evidenced by, among other things, (i) a promissory note in the original principal amount \$100,000.00 and (ii) an open end mortgage deed on the Property (collectively, the "Sponsor HTCC Loan Documents"); and

WHEREAS, Assignee desires to obtain additional financing that will be subordinate to the City Loan from MHA in the original principal amount of \$889,638.00 (the "Sponsor SHTC Loan") to be evidenced by, among other things, (i) a promissory note in the original principal amount \$889,638.00 and (ii) an open end mortgage deed on the Property (collectively, the "Sponsor SHTC Loan Documents", and, together with the Sponsor HTCC Loan Documents, collectively the "Subordinate Financing Documents"); and

WHEREAS, in conjunction with the foregoing, Assignor and Assignee have requested that the City consent to (i) the Conveyance; (ii) the assignment by Assignor and the assumption by Assignee of Assignor's obligations and rights under the City Loan Documents; (iii) the

amendment and modification of certain terms of the City Loan Documents as hereinafter described, (iv) the subordination of the City Loan Documents to the Financing Documents; and (v) the Subordinate Financing Documents; and

WHEREAS, the City has agreed to grant its consent to the above, all as more fully described in and in accordance with the terms and conditions of this Agreement; and

WHEREAS, in connection with such conveyance, the Assignor desires to assign and the Assignee desires to assume all of the Assignor's right, title and interest in and to, and all of the obligations and responsibilities under the City Loan Documents.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated by reference as if fully set forth in this Agreement.

2. Assignment and Assumption of City Loan Documents.

Assignor hereby assigns all of its right, title and interest in and to, and the obligations and the responsibilities under, the City Loan Documents to Assignee and Assignee hereby assumes all of Assignor's right, title and interest in and to, and agrees to be bound by, all of the obligations and responsibilities of Assignor under the City Loan Documents arising after and to be kept and performed on and after the Effective Date, including the obligations to perform and be bound by all of the terms and conditions of the City Loan Documents..

3. Consent to Assignment and Assumption of City Loan Documents.

The City hereby consents to the Conveyance of the Property by the Assignor to the Assignee and to the assignments and assumption of the City Loan Documents as described in Paragraphs 2 above. The City further agree that Assignor is released and relieved of the obligations arising after the Effective Date under the City Loan Documents assumed by the Assignee as of the Effective Date.

4. Agreement of the Assignee to Hold Harmless.

The Assignee hereby covenants and agrees to hold the Assignor harmless from and against any claims, demands, suits, actions, damages or expenses, including but not limited to reasonable attorneys' fees, arising out of or in any way connected with any default or alleged default on the part of the Assignee, its representatives or assigns, in faithful performance of all the terms, conditions, covenants and agreements arising out of the City Loan Documents on the part of the "Borrower" to be performed thereunder, arising after and to be kept and performed after the effective date of this Assignment, except as otherwise set forth herein.

5. Agreement of the Assignor to Hold Harmless.

The Assignor hereby covenants and agrees to hold the Assignee harmless from and against any claims, demands, suits, actions, damages or expenses, including but not limited to reasonable attorneys' fees, arising out of or in any way connected with any default or alleged default on the part of the Assignor, its representatives or assigns, in faithful performance of all the terms, conditions, covenants and agreements arising out of the City Loan Documents, on the part of the "Borrower" to be performed thereunder, arising prior to and to be kept and performed prior to the effective date of this Assignment.

6. Amendments to the City Loan Documents.

(a) Increase of Principal Balance. As of the Effective Date, the parties agree that the outstanding principal balance of the Loan, as set forth in the Note, shall be increased from \$225,000.00 to \$325,000.00. All references in the City Loan Documents to the Loan, Loan Amount, Debt or Indebtedness shall hereinafter refer to the increased loan amount of \$325,000.00.

(b) Extension of the Existing Term. In connection with this Agreement, the City agrees to extend the term of the Housing Authority Loan for forty (40) years to September __, 2060 so that the "Maturity Date" of the Loan, as defined in the Note (including the copy of the Note that is attached to the Mortgage as Schedule B thereto), will be co-terminus with the financings secured by the Financing Documents. As of the Effective Date, all references to the Maturity Date as set forth in the Note and any other City Loan Documents shall mean September __, 2060.

(c) Adjustment of the Interest Rate. All references to the interest rate as set forth in the Note, including the copy of the Note that is attached to the Mortgage as Schedule B thereto and any other City Loan Documents, are hereby changed from zero percent per annum (0%) to one percent per annum (1.00%) compounding, so that the interest rate with respect to the Note for all purposes shall be 1.00% compounding on and after the Effective Date of this Agreement.

(d) Borrower. The Borrower, as defined in the Note, and the Grantor, as defined in the Mortgage, are hereby amended to "MAPLEWOOD COURT LIMITED PARTNERSHIP".

(e) Repayment Terms. The Note is amended, as of the Effective Date, so that the repayment terms set forth in the second paragraph of the Note are hereby deleted and replaced with the following:

"Commencing on January 1, 2021, and on the first day of each year thereafter, the Borrower shall make annual payments of the then outstanding interest that has accrued on the loan. Unless sooner paid, the entire outstanding indebtedness evidenced by this Note, including but not limited to all outstanding and unpaid interest as provided herein, shall be due and payable in full on the Maturity Date."

(f) Purchase Option. Section 7(vii) of the Mortgage is hereby amended to specifically allow for the exercise of the purchase option and right of first refusal in favor of Mutual Housing Association of Southwestern Connecticut, Inc. as set forth in a certain Option

and Right of First Refusal Agreement dated as of September 9, 2020, to be recorded on the Bridgeport Land Records of even date herewith.

(g) Notice. The following Notice provision shall be added to the Mortgage:

“Any notice provided for under this mortgage shall be deemed to have been given if made in writing and personally delivered or mailed, certified or registered mail, return receipt requested, postage prepaid to the Grantor and Grantee at the addresses set forth below or to such other address as Grantor or Grantee may designate by written notice to other as provided herein.

To Grantee: City of Bridgeport
Department of Housing & Community Development
Attention: C. Obiora Nkwo
999 Broad Street
Bridgeport, CT 06604

To Grantor: Maplewood Court Limited Partnership
1235 Huntington Turnpike
Trumbull, CT 06611

With a Copy To: c/o Red Stone Equity Partners, LLC
1100 Superior Avenue E, Suite 1640
Cleveland, OH 44114
Attention: President & General Counsel

with a copy to: Applegate & Thorne-Thomsen, P.C.
425 S. Financial Place, Suite 1900
Chicago, IL 60605
Attention: Bennett P. Applegate, Esq.”

(h) Removal of CDBG Assistance Agreement. As of the Effective Date, all references to C.D.B.G. Assistance Programs Agreement are hereby deleted from the City Documents, specifically Section 13 of the Mortgage.

(i) Mortgage Loan Rider. As of the Effective Date, all references to “Edison Capital” or “Edison” in the Mortgage Loan Rider attached to the Mortgage shall mean “Red Stone Equity-2017 National Fund, L.P.” and all rights granted to Edison Capital under the Mortgage Loan Rider shall be in favor of Red Stone Equity-2017 National Fund, L.P.

7. Subordination.

Notwithstanding anything contained herein to the contrary, the City hereby agrees that the City Loan Documents, as amended herein, shall be and are hereby expressly made subject to and subordinate at all times to the interests and liens on the Property to (i) the Existing Housing Authority Loan Documents; (iii) the CHFA Documents; (iv) the DOH Documents; and (v) the NHTF Documents. In the event of a conflict between the City Loan Documents and the CHFA Documents, the CHFA Documents shall control.

8. Ratification.

Except as modified herein, the City Loan Documents are ratified and affirmed and remain in full force and effect.

9. Counterparts.

This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which collectively constitute a single agreement, fully binding upon and enforceable against the parties hereto.

10. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

11. Binding.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, representatives, and assigns.

12. Modification or Termination.

This Agreement may not be modified in any manner or terminated, except in writing and executed by all parties hereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

Signed, sealed and delivered in the presence of:

FIRST WITNESS

Signature: _____
Print Name: _____

SECOND WITNESS

Signature: _____
Print Name: _____

ASSIGNOR:

MAPLEWOOD SCHOOL APARTMENTS LIMITED PARTNERSHIP

By: Maplewood Court Mutual Housing Association, Inc.
Its General Partner

By: MUTUAL HOUSING ASSOCIATION OF SOUTHWESTERN CONNECTICUT, INC.
Its Sole Member

By: _____
Name: Renee Dobos
Its: Executive Director
Hereunto Duly Authorized

STATE OF CONNECTICUT)
) ss. _____
COUNTY OF _____)

September __, 2020

Personally appeared Renee Dobos, Executive Director of **MUTUAL HOUSING ASSOCIATION OF SOUTHWESTERN CONNECTICUT, INC.**, the sole member of **MAPLEWOOD COURT MUTUAL HOUSING ASSOCIATION, INC.**, the general partner of **MAPLEWOOD SCHOOL APARTMENTS LIMITED PARTNERSHIP**, signer and sealer of the foregoing instrument, and who acknowledged the same to be the free act and deed of said limited partnership, said general partner, and said sole member, and her free act and deed as such Executive Director of the sole member thereof, before me.

Notary Public/
Commissioner of the Superior Court

Signed, sealed and delivered
in the presence of:

FIRST WITNESS

Signature: _____
Print Name: _____

SECOND WITNESS

Signature: _____
Print Name: _____

STATE OF CONNECTICUT)

) ss. _____
COUNTY OF _____)

September __, 2020

Personally appeared Renee Dobos, Executive Director of **MUTUAL HOUSING ASSOCIATION OF SOUTHWESTERN CONNECTICUT, INC.**, the sole member of **MHA MAPLEWOOD COURT, LLC**, the general partner of **MAPLEWOOD COURT LIMITED PARTNERSHIP**, signer and sealer of the foregoing instrument, and who acknowledged the same to be the free act and deed of said limited partnership, said general partner, and said sole member, and her free act and deed as such Executive Director of the sole member thereof, before me.

ASSIGNEE:

MAPLEWOOD COURT LIMITED PARTNERSHIP

By: **MHA MAPLEWOOD COURT, LLC**
Its General Partner

By: **MUTUAL HOUSING ASSOCIATION OF SOUTHWESTERN CONNECTICUT, INC.**
Its Sole Member

By: _____
Name: Renee Dobos
Its: Executive Director
Hereunto Duly Authorized

Notary Public/
Commissioner of the Superior Court

Signed, sealed and delivered
in the presence of:

FIRST WITNESS

CITY:

CITY OF BRIDGEPORT

Signature: _____

Print Name: _____

By: _____

Print Name:

Its:

Hereunto Duly Authorized

SECOND WITNESS

Signature: _____

Print Name: _____

STATE OF CONNECTICUT)

) ss. Bridgeport

September _____, 2020

COUNTY OF FAIRFIELD)

Personally appeared _____, _____ of the **CITY OF BRIDGEPORT**, signer and sealer of the foregoing instrument, and he acknowledged the same to be his free act and deed as such _____ and the free act and deed of said **CITY OF BRIDGEPORT**, before me.

Notary Public/
Commissioner of the Superior Court