

**AGENDA**

**CITY COUNCIL MEETING**

**MONDAY, OCTOBER 2, 2023**

**7:00 p.m.**

**CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE**

**BRIDGEPORT, CONNECTICUT 06604**

Prayer

Pledge of Allegiance

Roll Call

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: August 7, 2023

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 127-22** Communication from City Clerk re: Items Pending before City Council Committees Pursuant to City Council Rules Ch. XIII Subsection (11), **ACCEPTED AND MADE PART OF THE RECORD.**
- 128-22** Communication from Mayor re: Reappointment of James O'Donnell (D) to the Library Board, referred to Miscellaneous Matters Committee.
- 129-22** Communication from Mayor re: Reappointment of Kenya Osborne Gant (D) to the Library Board, referred to Miscellaneous Matters Committee.
- 130-22** Communication from Mayor re: Appointment of Jerome Roberts (U) to the Fair Rent Commission, referred to Miscellaneous Matters Committee.
- 131-22** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Agata Kotapka – Case #3:18-cv-1660-(RNC), referred to Miscellaneous Matters Committee.
- 132-22** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of Wayne Williams – Docket No. FBT-CV-20-6096034-S, referred to Miscellaneous Matters Committee.
- 133-22** Communication from Public Facilities re: Proposed Resolution and Small Cell Wireless Facilities Rights-of-Way and Access Agreement including Confidentiality and Non-Disclosure Agreement for the purpose of Facilitating Uniform Deployment of 5G Facilities within Connecticut Cities, referred to Contracts Committee.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:**

- 134-22** Communication from Information Technology Services re: Proposed Professional Services Agreement with Berry, Dunn, McNeil & Parker, LLC to perform a Permitting Process Study for City Departments, referred to Contracts Committee.
- 135-22** Communication from Central Grants re: Grant Submission: National Park Service Save America's Treasures – Perry Memorial Arch (#24868), referred to Economic and Community Development and Environment Committee.

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

- \*119-22** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Public Health – Immunizations and Vaccines for Children – COVID-19 Supplemental Funding (#24471).
- \*101-22** Miscellaneous Matters Committee Report re: Refund of Excess Payments – MTG Realty LLC, Savings Bank of Danbury.
- \*114-22** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Jeygar Vargas – Docket No. 3:23-cv-00265-KAD.
- \*123-22** Miscellaneous Matters Committee Report re: Approval for the establishing of a New Job Classification and Specifications of the Certified Police Officer Position pursuant to Municipal Charter Chapter 17 Section 206(d).

**UNFINISHED BUSINESS:**

- \*93-22** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Acquisition of chronically Vacant and Blighted Properties in accordance with the Hollow Neighborhood Revitalization Zone Plan as amended.
- \*94-22** Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Acquisition of a chronically Vacant and Blighted Property at 330 Myrtle Avenue in accordance with the South End Neighborhood Revitalization Zone Plan as amended.
- \*112-22** Miscellaneous Matters Committee Report re: Appointment of Soledad Nunez (D) to the Planning and Zoning Commission.
- 56-22** Miscellaneous Matters Committee Report re: Appointment of John Mariani, Jr. (D) to the Planning and Zoning Commission.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 2, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.

<b>NAME</b>	<b>SUBJECT</b>
1.) John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Open Accountable City Governance.
2.) Luis G. Planas 10 Lee Avenue Bridgeport, CT 06605	Loud outdoor parties outside of El Rincon Peruano that last well into the early morning hours.
3.) John Esteves Disability Resource Network 340 Capitol Avenue Bridgeport, CT 06606	Slander.

**CITY COUNCIL MEETING  
PUBLIC SPEAKING FORUM  
MONDAY, OCTOBER 2, 2023  
City Council Chambers, City Hall  
45 Lyon Terrace  
Bridgeport, CT 06604**

**CALL TO ORDER**

Council President Nieves called the Public Speaking session of the City Council to order at 6:30 p.m.

Council President Nieves then reviewed the rules for Public Speaking and cautioned the speakers against the use of personal attacks or profanity.

**ROLL CALL**

The Assistant City Clerk Frances Ortiz called the roll.

- 130<sup>th</sup> District: Scott Burns, *Matthew McCarthy*
- 131<sup>st</sup> District: Jorge Cruz, Tyler Mack
- 132<sup>nd</sup> District: Rolanda Smith
- 133<sup>rd</sup> District: Aikeem Boyd, Jeanette Herron
- 134<sup>th</sup> District: *Michelle Lyons, AmyMarie Vizzo-Paniccia*
- 135<sup>th</sup> District: Mary McBride-Lee, Rosalina Roman-Christy
- 136<sup>th</sup> District: *Fredrick Hodges, Alfredo Castillo*
- 137<sup>th</sup> District: Aidee Nieves, *Maria Valle*
- 138<sup>th</sup> District: Maria Pereira, *Samia Suliman*
- 139<sup>th</sup> District: Ernest Newton

RECEIVED  
CITY CLERKS OFFICE  
23 OCT 10 AM 9:46  
ATTEST  
CITY CLERK

A quorum was present. Names shown in italics did not respond when the roll was called. Council President Nieves announced that Council Members McCarthy and Lyons were absent due to illness and Council Member Valle was out of town.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 2, 2023 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.**

**NAME**

**SUBJECT**

**John Marshall Lee**  
30 Beacon Street  
Bridgeport, CT 06605

Open Accountable City Governance.

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

Please visualize a State map with towns and cities named and borders identified. What stands out to you? Bridgeport's small land area contrasted to many neighbors? What else? Water? Long Island Sound as a border with rivers and a lake. But the map does not show our dense population, the largest in the State. Nor does it show our deep-water port. Maps provide limited info to a viewer. However, with all of that water and the large and diverse population where does City governance show economic development of significance? Your role in governance needs to review other governance bodies, Boards and Commissions. Oversight by you would note disregard of Fairness in Housing and Fair Renter attention that you have tried to remedy. At this moment when is the next session for a reimagined Fair Rent Commission? Some good news!

Last Tuesday more than 30 residents of Stratfield Apartments, a HUD subsidized building on Main Street, unanimously approved by-laws authorizing them to speak on behalf of Tenants who meet monthly. Such a voice, not encouraged by Park City Communities or the former Housing Authority is emerging as a useful example of representative democracy. Jorge Cruz and Tyler Mack, your associates on the CC, have met monthly with their constituents. Democratic progress is being launched. 190 adults who vote are interested in being heard.

I have witnessed a valuable City gift from Cadenza Innovations that provides safe energy security, and money saved on energy solutions. You provided approval and City departments did due diligence. The actual first installation is set for Fire Department HQ. But the next CIF proposal for \$6Million for the school system that potentially can create millions in annual savings for the Board of Education was dropped when Governor Lamont decided to send the largest slice of a pie to deal with the PS& G site in the harbor. More than \$22 Million does not do that job.

Where are the agendas, minutes, and comments from the Port Authority? Not on their website. Do they return calls to taxpayers? Do we risk sovereignty over any harbor property when we accept State funds as has happened in another deep-water CT port? If the funds do not solve the eyesore and make it development ready on a reasonable timetable, are we dealing with visuals, not reality, once again? Photo ops and an article? Are we ignoring developing good jobs and a trained workforce, current and future? Time will tell.

Council President Nieves called for the next speaker to come forward and address the Council. Instead, Mr. Cecil Young came forward and interrupted the meeting. He said he was there to speak to the Council. Council President Nieves told him he was banned from Public Speaking. Mr. Young began to shout and was escorted out of the Chambers by the police.

**Luis G. Planas**  
10 Lee Avenue  
Bridgeport, CT 06605

Loud outdoor parties outside of El Rincon  
Peruano that last well into the early  
morning hours.

Mr. Planas came forward and said that his family had lived in Bridgeport since 1988. There is a restaurant near his residence that blasts music, often late into the night. Often, there are parties held outside in the parking lot. The groups use the same type of speakers that are used at Seaside Park. The police had to shut down the last few parties at 1:30 or 2:00 a.m. in the morning. Their children should not have to hear loud music all night or drunken people shouting in the parking lot. He was looking for the Council's support in this.

*Council Members Vizzo-Paniccia and Hodges joined the meeting at 6:40 p.m.*

**John Esteves**  
Disability Resource Network  
340 Capitol Avenue  
Bridgeport, CT 06606

Slander.

Council President Nieves announced that Mr. Esteves was the next speaker. She was told that Mr. Esteves was not present.

**Jermaine Rogers**  
Main Street  
Bridgeport, CT

Mr. Rogers came forward to address the Council and read the following remarks into the record:

Who am I to come before the CC tonight as a speaker?

A resident of an apartment on Main Street, raised in Bridgeport, attended public schools, had some serious and unfortunate incidents that changed the course of my life. I happen to be a man proud of his skin color, an equal to other American citizens and a believer in supporting representative democracy. I am neither violent nor a hater but look forward to using opportunity as it may be discovered to advance personal goals and community success.

As such I am distressed and disappointed for a sister and brother, members of this CC, who were captured on video this past week standing in front of the Government Center with comments for the public at large. Comments emphasizing skin color were used as a way of advancing the civil rights of a certain employee, assigned a paid leave of absence, for activity or behavior that is seeking full explanation from investigating authorities. Is use of the race card a necessary or useful action to protect this woman's civil rights or her "innocence until proven guilty"?

I have come before the Council before, sharing my tribulations with no or slow City FOI response, suggesting that you look to constituents in

your District similarly awaiting FOI responses. Perhaps one or two of you may have acted on this. But how do you muster up the energy to defend this “current alleged violation” of election issues while failing to stand up for the people’s rights to municipal Freedom of Information service? Are the Council members who have raised this issue, suggesting that it is a “racial issue”? Or will you acknowledge that the security of “one person, one vote” and a trusted absentee ballot system needs to be the purpose and goal of your mind, body, and energy?

**ADJOURNMENT**

Council President Nieves adjourned the public speaking portion of the meeting at 6:45 p.m.

Respectfully submitted,

Telesco Secretarial Services

**CITY OF BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**MONDAY, OCTOBER 2, 2023**

**7:00 PM**

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

**Bridgeport, Connecticut**

**CALL TO ORDER**

Mayor Ganim called the Regular Meeting of the City Council to order at 7:09 p.m.

**PRAYER**

Mayor Ganim asked Council Member Suliman to lead those present in prayer.

**PLEDGE OF ALLEGIANCE**

Mayor Ganim asked Council Member Roman-Christy to lead those present in reciting the Pledge of Allegiance.

**ROLL CALL**

The Assistant City Clerk, Ms. Ortiz called the roll.

130<sup>th</sup> District: Scott Burns, *Matthew McCarthy*  
131<sup>st</sup> District: Jorge Cruz, Tyler Mack  
132<sup>nd</sup> District: Rolanda Smith  
133<sup>rd</sup> District: Aikeem Boyd, Jeanette Herron  
134<sup>th</sup> District: *Michelle Lyons*, AmyMarie Vizzo-Paniccia  
135<sup>th</sup> District: Mary McBride-Lee, Rosalina Roman-Christy  
136<sup>th</sup> District: Frederick Hodges, Alfredo Castillo  
137<sup>th</sup> District: Aidee Nieves, *Maria Valle*  
138<sup>th</sup> District: Maria Pereira, Samia Suliman  
139<sup>th</sup> District: Ernest Newton

A quorum was present. Names shown in italics did not respond when the roll was called. Council Members McCarthy and Lyons were absent due to illness and Council Member Valle was out of town.



**MINUTES FOR APPROVAL:**

• August 7, 2023

**\*\* COUNCIL MEMBER NEWTON MOVED THE MINUTES OF THE AUGUST 7, 2023 MEETING.**

**\*\* COUNCIL MEMBER HERRON SECONDED.**

**\*\* THE MOTION TO APPROVE THE MINUTES OF THE AUGUST 7, 2023 MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**127-22 Communication from City Clerk re: Items Pending before City Council Committees Pursuant to City Council Rules Ch. XIII Subsection (11), ACCEPTED AND MADE PART OF THE RECORD.**

**128-22 Communication from Mayor re: Reappointment of James O'Donnell (D) to the Library Board, referred to Miscellaneous Matters Committee.**

**129-22 Communication from Mayor re: Reappointment of Kenya Osborne Gant (D) to the Library Board, referred to Miscellaneous Matters Committee.**

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**135-22 Communication from Central Grants re: Grant Submission: National Park Service Save America's Treasures – Perry Memorial Arch (#24868), referred to Economic and Community Development and Environment Committee.**

**\*\* COUNCIL MEMBER CRUZ MOVED TO APPROVE THE FOLLOWING ITEMS TO BE REFERRED TO COMMITTEES:**

**127-22 COMMUNICATION FROM CITY CLERK RE: ITEMS PENDING BEFORE CITY COUNCIL COMMITTEES PURSUANT TO CITY COUNCIL RULES CH. XIII SUBSECTION (11), ACCEPTED AND MADE PART OF THE RECORD.**

**128-22 COMMUNICATION FROM MAYOR RE: REAPPOINTMENT OF JAMES O'DONNELL (D) TO THE LIBRARY BOARD, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**129-22 COMMUNICATION FROM MAYOR RE: REAPPOINTMENT OF KENYA OSBORNE GANT (D) TO THE LIBRARY BOARD, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**130-22 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF JEROME ROBERTS (U) TO THE FAIR RENT COMMISSION, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**131-22 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF AGATA KOTAPKA – CASE #3:18-CV-1660-(RNC), REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**132-22 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF WAYNE WILLIAMS – DOCKET NO. FBT-CV-20-6096034-S, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**133-22 COMMUNICATION FROM PUBLIC FACILITIES RE: PROPOSED RESOLUTION AND SMALL CELL WIRELESS FACILITIES RIGHTS-OF-WAY AND ACCESS AGREEMENT INCLUDING CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT FOR THE PURPOSE OF FACILITATING UNIFORM DEPLOYMENT OF 5G FACILITIES WITHIN CONNECTICUT CITIES, REFERRED TO CONTRACTS COMMITTEE.**

**134-22 COMMUNICATION FROM INFORMATION TECHNOLOGY SERVICES RE: PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH BERRY, DUNN, MCNEIL & PARKER, LLC TO PERFORM A PERMITTING PROCESS STUDY FOR CITY DEPARTMENTS, REFERRED TO CONTRACTS COMMITTEE.**

**135-22 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: NATIONAL PARK SERVICE SAVE AMERICA'S TREASURES –**

**PERRY MEMORIAL ARCH (#24868), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

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

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

- \*119-22 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Public Health – Immunizations and Vaccines for Children – COVID-19 Supplemental Funding (#24471).**
- \*101-22 Miscellaneous Matters Committee Report re: Refund of Excess Payments – MTG Realty LLC, Savings Bank of Danbury.**
- \*114-22 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Jeygar Vargas – Docket No. 3:23-cv-00265-KAD.**
- \*123-22 Miscellaneous Matters Committee Report re: Approval for the establishing of a New Job Classification and Specifications of the Certified Police Officer Position pursuant to Municipal Charter Chapter 17 Section 206(d).**

Mayor Ganim asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member Pereira requested Agenda Items 114-22 and 123-22 be removed from the Consent Calendar. The Assistant City Clerk read the remaining items into the record.

- \*\* COUNCIL MEMBER NEWTON MOVED THE FOLLOWING CONSENT CALENDAR ITEMS:**

**\*119-22 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH – IMMUNIZATIONS AND VACCINES FOR CHILDREN – COVID-19 SUPPLEMENTAL FUNDING (#24471).**

**\*101-22 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REFUND OF EXCESS PAYMENTS – MTG REALTY LLC, SAVINGS BANK OF DANBURY.**

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

**114-22 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Jeygar Vargas – Docket No. 3:23-cv-00265-KAD.**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED AGENDA ITEM 114-22 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION IN THE MATTER OF JEYGAR VARGAS – DOCKET NO. 3:23-CV-00265-KAD.**

**\*\* COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira said that she had not received any detailed information on the settlement and therefore could not vote for it.

**\*\* THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURN, CRUZ, MACK, SMITH, BOYD, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, SULIMAN AND NEWTON) AND ONE (1) OPPOSED (PERERIA).**

**123-22 Miscellaneous Matters Committee Report re: Approval for the establishing of a New Job Classification and Specifications of the Certified Police Officer Position pursuant to Municipal Charter Chapter 17 Section 206(d).**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED AGENDA ITEM 123-22 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPROVAL FOR THE ESTABLISHING OF A NEW JOB CLASSIFICATION AND SPECIFICATIONS OF THE CERTIFIED POLICE OFFICER POSITION PURSUANT TO MUNICIPAL CHARTER CHAPTER 17 SECTION 206(d).**

**\*\* COUNCIL MEMBER BOYD SECONDED.**

Council Member Pereira said that she had not received the documents. She added that she was concerned about the possibility of a Bridgeport applicant being bumped by a lateral transfer.

Council Member Newton noted that Mr. Amado was present to answer questions.

Council Member Vizzo-Paniccia said that the concerns about a Bridgeport applicant being bumped by a lateral transfer had been discussed by the Committee at the meeting. She added that she had sent the documentation out. Council Member Herron pointed out that there had been many discussions about the issue of lateral transfers over the years.

**\*\* THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURN, CRUZ, MACK, SMITH, BOYD, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, CASTILLO, HODGES, NIEVES, SULIMAN AND NEWTON) AND ONE (1) OPPOSED (PERERIA).**

#### UNFINISHED BUSINESS:

**93-22 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Acquisition of chronically Vacant and Blighted Properties in accordance with the Hollow Neighborhood Revitalization Zone Plan as amended.**

**\*\* COUNCIL MEMBER BURNS MOVED TO TABLE AGENDA ITEM 93-22 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE ACQUISITION OF CHRONICALLY VACANT AND BLIGHTED PROPERTIES IN ACCORDANCE WITH THE HOLLOW NEIGHBORHOOD REVITALIZATION ZONE PLAN AS AMENDED.  
\*\* COUNCIL MEMBER MACK SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**94-22 Economic and Community Development and Environment Committee Report re: Resolution Authorizing the Acquisition of a chronically Vacant and Blighted Property at 330 Myrtle Avenue in accordance with the South End Neighborhood Revitalization Zone Plan as amended.**

**\*\* COUNCIL MEMBER BURNS MOVED TO TABLE AGENDA ITEM 94-22 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: RESOLUTION AUTHORIZING THE ACQUISITION OF A CHRONICALLY VACANT AND BLIGHTED PROPERTY AT 330 MYRTLE AVENUE IN ACCORDANCE WITH THE SOUTH END NEIGHBORHOOD REVITALIZATION ZONE PLAN AS AMENDED.  
\*\* COUNCIL MEMBER MACK SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**112-22 Miscellaneous Matters Committee Report re: Appointment of Soledad Nunez (D) to the Planning and Zoning Commission.**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO TABLE AGENDA ITEM 112-22 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF SOLEDAD NUNEZ (D) TO THE PLANNING AND ZONING COMMISSION.  
\*\* COUNCIL MEMBER BOYD SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**56-22 Miscellaneous Matters Committee Report re: Appointment of John Mariani, Jr. (D) to the Planning and Zoning Commission.**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO ACCEPT THE WITHDRAWAL OF AGENDA ITEM 56-22 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF JOHN MARIANI, JR. (D) TO THE PLANNING AND ZONING COMMISSION.  
\*\* COUNCIL MEMBER BOYD SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**\*\* COUNCIL PRESIDENT NIEVES MOVED TO SUSPEND THE RULES TO ADD AN ITEM REGARDING A SECOND ROUND OF SIDEWALK REPLACEMENTS FOR REFERRAL TO PUBLIC SAFETY TO THE AGENDA.  
\*\* COUNCIL MEMBER SULIMAN SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

**\*\* COUNCIL PRESIDENT NIEVES MOVED AN ITEM REGARDING A SECOND ROUND OF SIDEWALK REPLACEMENTS FROM PUBLIC SAFETY FOR REFERRAL TO PUBLIC SAFETY TO THE AGENDA.**

**\*\* COUNCIL MEMBER SULIMAN SECONDED. (ITEM #137-22)**

Council Member Pereira said that this program needs to be reviewed because it has been in effect since 2016. She would like to have a report on how many homeowners defaulted on their loans.

Council President Nieves said that Council Member Lyons was the co-chair of Public Safety. She suggested that an email be sent to Council Member Lyons. The residents who have participated in the program have been happy with the work.

Council Member Newton said that when the program was set up, it was created to help the homeowners. He said that any homeowners that sold their property would have to pay the outstanding loan balance.

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

**\*\* COUNCIL MEMBER CASTILLO MOVED TO SUSPEND THE RULES TO BRING A RESOLUTION REGARDING MESA (MUNICIPAL ENERGY SECURITY AUTHORITY) REPORT TITLED "CLEAN ENERGY FOR UNDERSERVED COMMUNITIES SUPPORTED BY GREEN BANKS" WHICH ESTABLISHES NON-PROFIT STRUCTURE THAT AUTHORIZES CLEAN ENERGY INFRASTRUCTURE.**

**\*\* COUNCIL MEMBER CRUZ SECONDED.**

Council Member Castillo stated that the resolution would bring the Federal funding directly to the City rather than having it administered by the State. Copies of the resolution would be given to the City Clerk.

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

**\*\* COUNCIL MEMBER CASTILLO MOVED A RESOLUTION REGARDING MESA (MUNICIPAL ENERGY SECURITY AUTHORITY) REPORT TITLED "CLEAN ENERGY FOR UNDERSERVED COMMUNITIES SUPPORTED BY GREEN BANKS" WHICH ESTABLISHES NON-PROFIT STRUCTURE THAT AUTHORIZES CLEAN ENERGY INFRASTRUCTURE.**

**\*\* COUNCIL MEMBER CRUZ SECONDED. (ITEM #136-22)**

Council Member Pereira said that she had not received the resolution in her email.

Council Member Burns said that he had received the documentation last night. He felt it should go to Committee for more thorough consideration.

Council Member Vizzo-Paniccia said that she had questions about this and felt it should go to Committee first. Council Member Herron suggested a joint committee meeting for this issue. Discussion followed.

**\*\* COUNCIL MEMBER VIZZO-PANICCIA MOVED TO AMEND THE PREVIOUS MOTION TO INCLUDE REFERING THE RESOLUTION REGARDING MESA (MUNICIPAL ENERGY SECURITY AUTHORITY) REPORT TITLED "CLEAN ENERGY FOR UNDERSERVED COMMUNITIES SUPPORTED BY GREEN BANKS" WHICH ESTABLISHES NON-PROFIT STRUCTURE THAT AUTHORIZES CLEAN ENERGY INFRASTRUCTURE TO THE ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY AS AMENDED.**

**ADJOURNMENT**

**\*\* COUNCIL MEMBER CASTILLO MOVED TO ADJOURN.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

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

The meeting adjourned at 7:21 p.m.

Respectfully submitted,

Telesco Secretarial Services



*City of Bridgeport, Connecticut*

## **OFFICE OF THE CITY CLERK**

*LEGISLATIVE DEPARTMENT*

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7081 • Fax (203) 332-5608

LYDIA N. MARTINEZ  
City Clerk

FRANCES ORTIZ  
Assistant City Clerk

### **COMM.# 127-22 Accepted and Made Part of the Record (10-02-2023)**

September 26, 2023

Honorable City Council Members  
City of Bridgeport, Connecticut

Dear Council Members:

Pursuant to City Council Rules Chapter XIII, Subsection 11, attached is a report of all items pending before the City Council Committees.

Please be reminded that any item not acted upon at the final council session to be held on November 6, 2023 will be filed as sine die, and will require resubmission for December if action is still required.

Respectfully submitted,

Lydia N. Martinez  
City Clerk

RECEIVED  
CITY CLERK'S OFFICE  
23 SEP 26 PM 2:37  
CITY OF BRIDGEPORT



**BUDGET AND APPROPRIATIONS COMMITTEE  
PENDING ITEMS  
AS OF OCTOBER 2, 2023  
PAGE 1 of 1**

<b>Number</b>	<b>Type</b>	<b>Summary</b>	<b>Submitted by:</b>	<b>Date Referred:</b>
		General discussion regarding the review of the Monthly Financial Report(s).	*Finance Department*	
		Budget Update from City Department: (None requested)		
47-21	COMM.	Proposed Request for an Additional Paralegal Position to the Office of the City Attorney.	John R. Mitola, Associate City Attorney	Ref'd to Committee on: <b>03/07/2022</b> ; <b>Tabled by Committee on: 03/29/2022</b>
115-22	COMM.	Proposed Approval of the De-Authorization of Five (5) Projects previously approved for Bonding Authority.	Kenneth Flatto, Finance Director	Ref'd to Committee on: <b>09/05/2023</b> ;
116-22	COMM.	Proposed Approval of General Obligation Bonds for the John Winthrop Elementary School Renovate/New Project.	Kenneth Flatto, Finance Director	Ref'd to Committee on: <b>09/05/2023</b> ;

**CONTRACTS COMMITTEE  
PENDING ITEMS  
AS OF OCTOBER 2, 2023  
PAGE 1 of 1**

<b>Number</b>	<b>Type</b>	<b>Summary</b>	<b>Submitted by:</b>	<b>Date</b>
110-22	COMM.	Proposed Professional Services Agreement with Griffin & Strong P.C. regarding the creation of a New Disparity Study.	<b>Thomas Gaudett, Deputy Chief of Staff</b>	Ref'd to Committee on: <b>08/07/2023</b> ; Ref'd to City Attorney on: <b>08/08/2023</b>
124-22	COMM.	Nomination of Elizabeth Rivera-Rodriguez for the Appointment to the City's Director of Health Position.	<b>Hon. Mayor Joseph P. Ganim</b>	Ref'd to Committee on: <b>09/18/2023</b> ; Ref'd to City Attorney on: <b>09/22/2023</b>
125-22	COMM.	Proposed Site Access Agreement with The Connecticut Light and Power Company, DBA Eversource Energy for the installation of new poles and power lines on City and Park Properties.	<b>Craig Nadrizny, Director, Public Facilities</b>	Ref'd to Committee on: <b>09/18/2023</b> ; Ref'd to City Attorney on: <b>09/22/2023</b>
126-22	COMM.	Proposed Tower Cell Site Lease Agreement with DISH Wireless L.L.C. for the installation of Antennas and other Equipment at Kennedy Stadium.	<b>Craig Nadrizny, Director, Public Facilities</b>	Ref'd to Committee on: <b>09/18/2023</b> ; Ref'd to City Attorney on: <b>09/22/2023</b>

**EDUCATION & SOCIAL SERVICES**

**COMMITTEE**

**As of October 2, 2023**

**Page 1 of 1**

<b>Number</b>	<b>Type</b>	<b>Summary</b>	<b>Submitted by:</b>	<b>Date</b>
<b>121-22</b>	Comm.	Grant Submission: re Connecticut State Department of Education FY24 After-School Health Disparities Grant for Grades K-12 (Lighthouse After-School Program.	Joseph Katz, Central Grants Office	<b>Ref'd to Committee on 9/5/2023</b>

**ECONOMIC & COMMUNITY DEVELOPMENT  
& ENVIRONMENT COMMITTEE  
PENDING ITEMS  
As of October 2, 2023**

<b>Number</b>	<b>Type</b>	<b>Summary</b>	<b>Submitted by:</b>	<b>Date</b>
81-21	Comm.	Proposed Resolution Authorizing the Establishment of the Upper East Side Neighborhood Revitalization Zone and its Boundaries.	Lynn M. Haig, AICP, Director of Planning	Ref'd to Committee on 05/16/2022 <b>Approved 6/15/2022 Ref'd Back to Committee on 7/5/2022</b>
17-22	Comm.	Proposed Resolution Authorizing the Adoption of the Affordable Housing Plan.	Bill Coleman, Deputy Director, OPED	Ref'd to Committee on 1/17/2023 Tabled by Committee 1/24/2023 (Special Meeting); Tabled on 3/15/2023 <b>Approved by committee 6/21/2023 Tabled &amp; Ref'd back to Committee on 7/3/2023</b>

**MISCELLANEOUS MATTERS COMMITTEE**  
**PENDING ITEMS**  
**As of October 2, 2023**  
**Page 1 of 2**

Number	Type	Summary	Submitted by:	Date
14-21	Comm	Proposed Resolution to determine membership and Status of the Fair Rent Commission.	Ernest Newton, D-139 <sup>th</sup>	Ref'd to Committee on 12/20/2021. <b>Tabled by Committee on 1/24/2022</b>
06-22	Comm	Appointment of Raymond Collette (D) to the Water Pollution Control Authority.	Joseph P. Ganim, Mayor	Ref'd to committee on 12/19/2022 Approved by committee on 12/27/2022. <b>Tabled and Ref'd back to committee by full Council on 01/03/2023</b>
101-22	Comm.	Refund of Excess Payments – MTG Realty LLC Savings Bank of Danbury	Veronica Jones, Tax Collector	Ref'd to Committee on 8/7/2023 <b>Tabled by Committee 8/28/2023.</b> <b>Approved by Committee 9/25/2023.</b>
114-22	Comm.	Proposed Settlement of Pending Litigation in the matter of Jeygar Vargas Docket No. 3:23-cv-00265-KAD	Richard G. Kascak, Jr., Associate City Attorney	Ref'd to Committee on 9/5/2023 <b>Approved by Committee 9/25/2023.</b>
117-22	Comm.	Appointment of Charles G. Breland (D) to the Zoning Board of Appeals	Joseph P. Ganim, Mayor	Ref'd to Committee on 9/5/2023 <b>Tabled by Committee 9/25/2023.</b>

**MISCELLANEOUS MATTERS COMMITTEE**  
**PENDING ITEMS**  
**As of October 2, 2023**  
**Page 2 of 2**

Number	Type	Summary	Submitted by:	Date
123-22	Comm	Proposed Approval of a New Job Classification and specifications of the Certified Police Officer Position pursuant to Municipal Charter Chapter 17 Section 206(d).	Eric Amado, Personnel Director	Ref'd to Committee on 9/5/2023 <b>Approved by Committee 9/25/2023</b>

**ORDINANCE COMMITTEE  
PENDING ITEMS  
AS OF OCTOBER 2, 2023  
PAGE 1 of 1**

<b>Number</b>	<b>Type</b>	<b>Summary</b>	<b>Submitted by:</b>	<b>Date</b>
88-21	RES.	Proposed Amendment to the Municipal Code of Ordinances, Chapter 2.06 – Common Council, amend Section 2.06.020 – Regular Meetings.	Councilmember(s): Maria H. Pereira & Michele L. Small, D-138	Ref'd to Committee on: <u>06/06/2022</u> ; Ref'd to City Attorney's Office on <u>06/07/2022</u> ;
16-22	RES.	Proposed Amendment to the Municipal Code of Ordinances, Chapter 2.06 – Common Council, amend Section 2.06.030 – Special Meetings.	Councilmember(s): Tyler Mack & Co-Sponsor(s): A. Nieves, S. Burns, A. Boyd, A. Vizzo-Paniccia & E. Newton, II	Ref'd to Committee on: <u>01/17/2023</u> ; Ref'd to City Attorney's Office on <u>01/20/2023</u> ; Tabled by Committee on: <u>02/28/2023</u>

**PUBLIC SAFETY & TRANSPORTATION  
COMMITTEE  
PENDING ITEM  
AS OF  
October 2, 2023**

Number	Type	Summary	Submitted by:	Date
<b>122-22</b>	Comm.	Grant Submission: re U.S. Department of Justice FY2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (#24312).	Angelica Ojeda, Central Grants Office	Ref'd to Committee on 9/5/2023






OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

JOSEPH P. GANIM  
Mayor

**Comm. #128-22 Ref'd to Miscellaneous Matters Committee on 10/2/2023**

TO: Lydia N. Martinez  
FROM: Mayor Joseph P. Ganim   
DATE: September 22, 2023  
RE: Boards & Commissions

---

Please place the following name on the October 2, 2023 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of reappointment to the **Library Board**:

James O'Donnell (D)  
505 West McKinley Avenue  
Bridgeport, CT 06604

This term shall expire on 6/30/2026.

JPG/AT



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

JOSEPH P. GANIM  
Mayor

**Comm. #129-22 Ref'd to Miscellaneous Matters Committee on 10/2/2023**

TO: Lydia N. Martinez  
FROM: Mayor Joseph P. Ganim  
DATE: September 22, 2023  
RE: Boards & Commissions

---

Please place the following name on the October 2, 2023 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of reappointment to the **Library Board**:

Kenya Osborne Gant (D)  
87 Hickory Street  
Bridgeport, CT 06610

This term shall expire on 6/30/2026.

JPG/AT



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

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

JOSEPH P. GANIM  
Mayor

**Comm. #130-22 Ref'd to Miscellaneous Matters Committee on 10/2/2023**

TO: Lydia N. Martinez  
FROM: Mayor Joseph P. Ganim  
DATE: September 22, 2023  
RE: Boards & Commissions

---

Please place the following name on the October 2, 2023 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Fair Rent Commission**:

Jerome Roberts (U)  
215 Daniels Avenue  
Bridgeport, CT 06606

This term shall expire on 12/31/2026.

JPG/AT

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, CT 06604-4328

CITY ATTORNEY  
Mark T. Anastasi

DEPUTY CITY ATTORNEY  
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

Deborah M. Garskof  
Michael C. Jankovsky  
Richard G. Kascak, Jr.  
Bruce L. Levin  
James T. Maye  
John R. Mitola  
Lawrence A. Ouellette, Jr.  
Dina A. Scalo  
Eroll V. Skyers



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

September 26, 2023

The Honorable City Council  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

RECEIVED  
CITY CLERK'S OFFICE  
23 SEP 27 AM 8:53  
ATTORNEY  
CITY CLERK

**Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE:**  
*Proposed Settlement of Pending Litigation in the Matter of Agata Kotapka v. City of Bridgeport - Case# 3:18-cv-1660 (RNC)*

Dear Councilpersons:

- a. **Submission Title:** Request for Litigation Settlement Approval.
- b. **Submitting Entity:** Office of the City Attorney.
- c. **Contact Person:** Associate City Attorney John R. Mitola – contact info above.
- d. **Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. **Case Summary:** The plaintiff, Agata Kotapka, brings this action under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e-2000e17 and the Connecticut Fair Employment Practices Act, Conn. Gen. Stat. §461-51 et seq., claiming that she was discharged as a Probationary Police Officer in the City of Bridgeport because of sex discrimination based on her gender
- f. **Council Action Requested:** Approval of request for settlement.
- g. **Financial Impact Analysis:** Total cost to the City will be a total of \$150,000 to Agata Kotapka. This amount includes attorney's fees paid to his legal counsel.
- h. **Funding Budget-Line:** The settlement payment will be made from the City Attorney's Office Operating Budget Line-Item "Personal Property Claims Atty. #01-01-006-060-000-53010."

Page Two

**i. Proposed Motion:** Motion to authorize and approve payment of \$150,000.00 in full and final settlement of the claim of Agata Kotapka in the matter of *Agata Kotapka v. the City of Bridgeport* – Case#3:18-cv-1660 (RNC).

**Kindly place this matter on the agenda for the next City Council meeting for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.**

Very truly yours,

A handwritten signature in black ink, appearing to read 'John Mitola', written over a horizontal line.

John Mitola  
Associate City Attorney

cc: Lydia Martinez, City Clerk  
Mark T. Anastasi, City Attorney  
John P. Bohannon, Jr. Deputy City Attorney  
John R. Mitola, Esq.  
Kathleen Ranger, Paralegal

COMM. #132-22 Ref'd to Miscellaneous Matters Committee on 10/2/2023

**CITY OF BRIDGEPORT**

**OFFICE OF THE CITY ATTORNEY**

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

**CITY ATTORNEY**  
Mark T. Anastasi

**999 Broad Street**

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

**Bridgeport, CT 06604-4328**

**ASSOCIATE CITY ATTORNEYS**

Deborah M. Garskof  
Michael C. Jankovsky  
Richard G. Kascak, Jr.  
Bruce L. Levin  
James T. Maye  
John R. Mitola  
Lawrence A. Ouellette, Jr.  
Dina A. Scalo  
Eroll V. Skyers



RECEIVED  
CITY CLERK'S OFFICE  
23 SEP 27 AM 10:22  
ATTEND  
CITY CLERK

September 26, 2023

The Honorable City Council  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

**Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE:**  
*Proposed Settlement of Pending Litigation in the Matter of Wayne Williams v. David Otero & City of Bridgeport, Docket No. FBT-CV-20-6096034-S*

Dear Councilpersons:

**Kindly place this matter on the agenda for the next City Council meeting for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.**

**EXECUTIVE SUMMARY**

- a. Submission Title:** Request for Litigation Settlement Approval.
- b. Submitting Entity:** Office of the City Attorney.
- c. Contact Person:** Associate City Attorneys Bruce L. Levin and Lawrence A. Ouellette, Jr. – contact info above.
- d. Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. Case Summary:** Our Fire Department's ladder truck was proceeding up Deacon Street, with lights and siren on, toward Seaview Avenue in response to a medical emergency. The plaintiff, operating a 2013 Hino box truck, turned right onto Deacon Street and stopped in response to the oncoming ladder truck. The ladder truck proceeded to take a right onto Seaview Avenue, and as

it did so, the rear of the ladder truck struck the plaintiff's truck, lifting it up off the ground, whereupon it came crashing down. The 61-year-old plaintiff sustained a 5% permanent disability to the neck (with projected future neck surgery, costing approximately \$40,000.00) and a 5% permanent disability to the back, along with a concussion and chronic headaches, which disabled him from working since 2018. This was confirmed by the defendant, City of Bridgeport's, independent medical examination conducted by board certified neurologist, Dr. Peter McAllister. The plaintiff's medical expenses were \$51,992.52, and the plaintiff's lost wages from the 2018 accident date projected through 2025 were claimed to be at \$483,854.00. This settlement will also extinguish the \$64,679.07 lien by the plaintiff's workers' compensation carrier, who has also sued the City. This summer, the Connecticut Supreme Court ruled that operators of emergency vehicles and their municipal employers do not have governmental immunity for the negligent operation of emergency vehicles. *Adesokan v. Town of Bloomfield*, 347 Conn. 416 (2023).

**f. Council Action Requested:** Approval of request for settlement at mediator's proposed settlement figure of \$298,119.38, to be distributed and paid as follows:

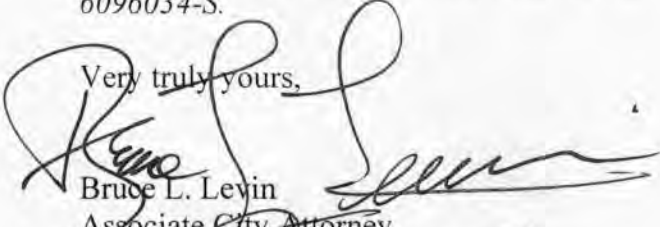
1. \$200,000.00 to be paid to the plaintiff;
2. \$55,000.00 to the plaintiff's attorney for attorney's fees and costs; and
3. \$43,119.38 to be paid to the intervening plaintiff/workers' compensation carrier, representing the required 2/3<sup>rd</sup> payback of its \$64,679.07 lien.

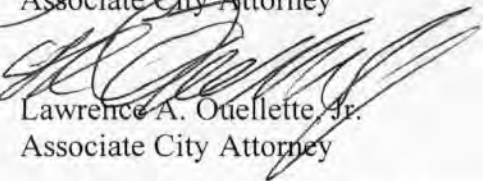
**g. Financial Impact Analysis:** Total cost to the City will be \$298,119.38, of which \$255,000.00 is to be paid to Norwalk Law Associates, LLC, Trustee, and \$43,119.38 is to be paid to the intervening plaintiff/workers' compensation carrier.

**h. Funding Budget-Line:** The settlement payment will be made from the City Attorney Office Operating Budget Line-Item "*Personal Property Claims Atty. #01-01-006-060-000-53010*".

**i. Proposed Motion:** Motion to authorize and approve payment of \$298,119.38 in full and final settlement of *Wayne Williams v. David Otero & City of Bridgeport*, Docket No. *FBT-CV-20-6096034-S*.

Very truly yours,

  
Bruce L. Levin  
Associate City Attorney

  
Lawrence A. Ouellette, Jr.  
Associate City Attorney

cc: Lydia Martinez, City Clerk  
Mark T. Anastasi, City Attorney  
Amanda L. Keppler, Paralegal

Department of Public Facilities  
999 Broad Street  
Bridgeport, CT 06604

August 14, 2023

Lydia Martinez, City Clerk  
Office of the City Clerk,  
Bridgeport City Council  
45 Lyon Terrace  
Bridgeport, CT 06604

Re: Small Cell Wireless Facilities Rights-of-Way and Access Agreement  
Including Confidentiality and Non-Disclosure Agreement

Dear Ms. Martinez:

At the request of Governor Ned Lamont, representatives of the five (5) largest cities in Connecticut, being Bridgeport, Stamford, New Haven, Hartford and Waterbury, have completed negotiations over an 18-month period with representatives of the carriers of 5G small wireless facilities, including Verizon, T-Mobile and AT&T, for the purpose of facilitating uniform deployment of 5G facilities within the cities.

The Governor appointed former Superior Court Judge, Hon. Robert L. Holzberg, as the mediator, and engaged Alfred E. Smith, Jr. Esq., of Murtha Cullina LLP, to represent the cities.

The parties have come to agreement on the forms of the following documents and each city has agreed to act in good faith to seek the approval of their respective legislative bodies. For the purpose, the following documents are attached:

- Small Wireless Facilities and Rights-of-Way and Access Agreement
- Confidentiality and Non-Disclosure Agreement
- A proposed Resolution.

The Department of Public Facilities respectfully requests that this matter be placed on the City Council agenda and be referred to the Contracts Committee.

Respectfully submitted,



Craig Nadrizny,  
Director, Department of Public Facilities

RECEIVED  
CITY CLERKS OFFICE  
SEP 27 AM 10:14  
CITY CLERK



## Resolution

WHEREAS, the Governor's Office believes in the transformative capabilities of 5G technology and recognizes that Connecticut cities are bound by the September 27, 2018 Federal Communication Commission's Declaratory Ruling (the "**Ruling**") which states that "America is in the midst of a transition to the next generation of wireless services, known as 5G. . . that can unleash a new wave of entrepreneurship, innovation, and economic opportunities for communities across the country" and that "[r]emoving barriers can also ensure that every community gets a fair shot at these deployments and the opportunities that they enable" and that "97% of new deployments would be in rural and suburban communities that otherwise would be on the wrong side of the digital divide"; and

WHEREAS, the Ruling declares that no State or local requirement can impose "an effective prohibition" on carrier deployment if such requirement "materially limits or inhibits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment";

WHEREAS, further Section 253(a) of the Telecommunications Act of 1966 (the "**Act**") provides that "[n]o State or local statute or regulation, or other State or local legal requirement may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service;

WHEREAS, the federal courts have concluded that Section 253(a) of the Act represents a "broad preemption" of local and State regulation of carriers;

WHEREAS, in order for the State of Connecticut and its cities to satisfy the goals and requirements of the Ruling and the Act, representatives of the cities and certain telecommunications carriers, with mediation by a retired judge of the Superior Court, Robert L. Holzberg, an agreement has been finalized to the mutual satisfaction of the parties that provides called the Small Wireless Facilities Rights-of-Way and Access Agreement (the "**Agreement**") that calls for uniform treatment of carriers seeking to deploy 5G facilities on municipal buildings, municipally-owned poles and other municipally-owned structures that meet the goals and requirements of the Ruling and the Act while at the same time ensuring that the carriers adhere to City street-opening requirements, including obtaining permits, paying permit and license fees, following the City's safety and construction standards, and adhering to certain aesthetic standards to make such 5G facilities as harmonic with existing municipal installations as possible;

WHEREAS, in order to ensure that the business confidential deployment plans of the carriers are disclosed to only those City employees having a need-to-know in order to be able to coordinate City activities with deployment plans of the carriers, the parties have agreed to enter into a Confidentiality and Non-Disclosure Agreement (the "**NDA**");

WHEREAS, the City Engineer will be the Designated Municipal Official who will administer the Agreement and ensure that the City's street opening, construction standards, and aesthetic standards are adhered to by the carriers;

WHEREAS, the Agreement and the NDA are believed to be in the best interests of the City of Bridgeport.

NOW, THEREFORE, it is hereby RESOLVED THAT:

The Agreement and the NDA are hereby approved and the Mayor or the Director of Public Facilities are authorized to execute the Agreement and the NDA and to execute all other documents and take all other necessary action in connection therewith consistent with this resolution and in the best interests of the citizens of Bridgeport.

SMALL WIRELESS FACILITIES RIGHTS- :  
OF-WAY AND ACCESS AGREEMENT :  
BETWEEN THE CITY OF BRIDGEPORT :  
(THE "CITY") AND :  
\_\_\_\_\_ (THE "CARRIER") : \_\_\_\_\_, 202\_\_

**CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT**

**WHEREAS**, the City and the Carrier have entered into a Small Wireless Facilities Rights-of-Way and Access Agreement dated \_\_\_\_\_, 202\_\_ following approval by its legislative body (the "**Agreement**");

**WHEREAS**, pursuant to Section III A. of the Agreement, the Carrier is obligated to provide the City with an Initial Deployment Plan identifying among other things the number and potential location of Small Wireless Facilities that the Carrier expects to deploy in the City during the initial two years of the Agreement (the "**Deployment Plan**");

**WHEREAS**, pursuant to Section IX. C. of the Agreement, the City has the right to request the Carrier to submit to the City, an Updated Deployment Plan (the "**Updated Deployment Plan**") periodically thereafter;

**WHEREAS**, the Carrier has asserted and the City acknowledges, based upon such assertion, that the information contained in the Initial Deployment Plan and any Updated Deployment Plan provided to a limited number of employees of the City contains commercially valuable, confidential and proprietary, market-sensitive information that constitutes trade secrets and is exempt from public disclosure within the meaning of Connecticut General Statutes section 1-210(b)(5) (the "**Confidential Information**");

**WHEREAS**, information otherwise provided to the City that does not fall within the definition of Confidential Information, shall not be deemed to be confidential without separate notification from the Carrier and agreement that it qualifies as Confidential Information, which agreement shall not be unreasonably withheld;

**WHEREAS**, the Carrier has heretofore used its best efforts to maintain the Confidential Information as confidential in Confidentiality Agreement to avoid the harm that would result if the information were to become publicly available;

**WHEREAS**, the Confidential Information contains commercially valuable, confidential, proprietary and market-sensitive information that is not readily obtainable from other sources and may be harmful to the Carrier if publicly disclosed by the City and not as a result of a recognized exemption hereunder; and

**WHEREAS**, the Agreement requires the City to use reasonable efforts to maintain the Confidential Information exempt from public disclosure and the Carrier is willing to provide the Confidential Information to the City subject to this confidentiality agreement (the “**Confidentiality Agreement**”).

**NOW, THEREFORE**, the following procedure is adopted for the protection of the Confidential Information provided to the City by the Carrier:

The above recitals are incorporated by reference into the body of this Confidentiality Agreement with full legal force and effect.

1. All Confidential Information provided by the Carrier, whether in documentary form or otherwise, shall be and, to the extent possible, labeled and/or identified as follows: “CONFIDENTIAL INFORMATION” and shall be governed by the terms of this Confidentiality

Agreement. This Confidentiality Agreement is applicable to all such Confidential Information, whether in the form of documents, data, testimony, studies or otherwise.

2. All Confidential Information shall be subject to this Confidentiality Agreement and shall be given solely to the City and limited, appropriate City staff. All signatories to this Confidentiality Agreement agree to be bound by its terms.

3. No recipient shall use or disclose the Confidential Information for purposes of business or competition, or for any other purpose not contemplated in the Agreement, and shall in good faith take all reasonable precautions to keep the Confidential Information secure in accordance with the purposes and intent of this Confidentiality Agreement.

4. Confidential Information shall be marked as such and delivered in a sealed envelope or container to the Designated Municipal Official (“**DMO**”) at the City. The DMO will decide what limited appropriate City staff to share such Confidential Information with. A statement in the following form shall be placed prominently on the envelope or container:

**CONFIDENTIAL-PROPRIETARY**

This envelope or container is not to be opened nor the contents thereof displayed or revealed except pursuant to the signed Confidentiality Agreement as filed in the office of \_\_\_\_\_, the Designated Municipal Official.

5. If the Confidential Information is used in any manner as part of intra-municipal communications, all references to the Confidential Information shall be either:

- (a) in a separate envelope or container, prominently labeled “Confidential Information,” which envelope or container shall be distributed and safeguarded in accordance with this Confidentiality Agreement; or
- (b) referred to solely by title or exhibit reference, in a manner reasonably calculated not to disclose the Confidential Information.

6. No record shall be disclosed, or communication made of the Confidential Information at any time to any other person or entity except as otherwise permitted in this Confidentiality Agreement. Any transcript or other recording of the Confidential Information shall be placed in sealed envelopes or containers and marked in accordance with Paragraph 4 hereof.

7. Nothing herein shall be construed as a final determination that any of the Confidential Information will be admissible as substantive evidence in any proceeding, hearing or trial without notice to and further action by the Carrier. A party seeking to change the terms of this Confidentiality Agreement shall give written notice to the other party. No information protected by this Confidentiality Agreement shall be made public until both parties to the Confidentiality Agreement have agreed to such change.

8. In the event that the City receives a Freedom of Information Act, CGS Section 1-200 et seq. (“**FOIA**”) request for copies of any document or other things encompassed by the Confidentiality Agreement, the City shall promptly provide a copy of the FOIA request to the Carrier whose Confidential Information is requested. The Carrier shall promptly file an appearance with the FOIA Commission, shall file written objections to the FOIA request with the Commission, and shall defend its position regarding the exemption of the documents or items from production pursuant to the provisions of FOIA, including but not limited to participating in hearings of the FOIA Commission and filing post-hearing briefs.

9. At the request of the Carrier, all copies of the Confidential Information in whatever form or media shall be returned to the Carrier no later than thirty (30) days after the termination of the Confidentiality Agreement.

10. The obligation to protect the Confidential Information from disclosure is subject to the following exemptions (each, an “**Exemption**”):

- (a) information already known or independently developed by the party,
- (b) information already in the public domain through no wrongful act of the party,
- (c) information received by a party from a third party who was free to disclose it,
- (d) information required to be disclosed under the Connecticut Freedom of Information Act, or
- (e) information required to be disclosed by a governmental agency or authority, or by order of a court, administrative body or tribunal.

11. The parties acknowledge that violation by the City of the provisions of this Confidentiality Agreement relating to the Carrier’s Confidential Information would cause irreparable harm to the Carrier not adequately compensable by monetary damages. In addition to other relief, the parties agree that preliminary and permanent injunctive relief may be sought without the necessity of the moving party to post bond to prevent any actual or threatened violation of such provisions.

12. Notwithstanding anything contained in Paragraph 11 above to the contrary, the City shall not be liable to the Carrier for any claim arising out of this Confidentiality Agreement except for its gross negligence or willful misconduct in the handling of Confidential Information as determined by a court of law and neither party shall be liable hereunder to the other for any indirect, incidental, punitive, consequential or other exemplary damage for any matter arising out of or pertaining to the subject matter of this Confidentiality Agreement and the parties hereby

expressly acknowledge that the foregoing limitation has been negotiated by the parties and reflects a fair allocation of risk.

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

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



burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance.

15. Partial Invalidity. Any provision hereof found by a court of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Confidentiality Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

16. Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

17. Survival. All representations, warranties and indemnifications, if any, contained herein shall survive the performance of this Agreement or its earlier termination.

18. Precedence of Documents. In the event there is any conflict between this Confidentiality Agreement or its interpretation and any other agreement, exhibit, schedule or attachment, this Confidentiality Agreement shall control and take precedence.

CITY OF BRIDGEPORT

[CARRIER \_\_\_\_\_]

By \_\_\_\_\_

By \_\_\_\_\_

Dated \_\_\_\_\_, 202\_\_

Dated \_\_\_\_\_, 202\_\_



**SMALL WIRELESS FACILITIES  
RIGHTS-OF-WAY AND ACCESS AGREEMENT  
BETWEEN AND AMONG  
THE CITY OF BRIDGEPORT (THE "CITY") AND  
{Insert Carrier Name} (THE "CARRIER")**

The City of Bridgeport (in cooperation with the Cities of New Haven, Stamford, Hartford and Waterbury), a Connecticut municipal corporation (the "**City**") with its principal office at 45 Lyon Terrace, Bridgeport, CT 06604 and {Insert Carrier Name}, a Delaware Limited Liability Company (the "**Carrier**") with its principal offices at {Insert} hereby enter into this Wireless Facilities Agreement ("**Agreement**") effective as of the date last signed below (the "**Effective Date**"). The City and Carrier may collectively be referred to as "Parties," or individually as a "Party."

**WHEREAS**, the transformative capabilities of 5G technology—including ultra-high-speed data transmission, minimal latency, and exceptional network reliability—will foster job creation, help bridge digital divides, and solidify cities as dynamic hubs of technological progress and economic activity; and,

**WHEREAS** the Parties recognize and are bound by the September 27, 2018 Federal Communication Commission's Declaratory Ruling ("**Ruling**"); and,

**WHEREAS** Section 253(a) of the Telecommunications Act of 1966 ("**Act**") provides that "[n]o State or local statute or regulation, or other State or local legal requirement may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service"; and,

**WHEREAS**, the April, 2022 FCC Equity Action Plan ("**Plan**") declares that its goal is to "advance equity in the provision of access to digital communication services and products for all people in the United States, without discrimination on the basis of race, color, national origin, sex or disability"; and,

**WHEREAS**, in furtherance of these goals, Connecticut's five largest cities, Verizon, and AT&T, have worked collaboratively to draft this Agreement facilitating the deployment of 5G in Connecticut's urban areas; and,

**WHEREAS** the parties pledge to work cooperatively and in good faith with each other to satisfy the goals of the Ruling, Act and Plan; and,

**NOW, THEREFORE, AND IN CONSIDERATION** of mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**The above recitals are incorporated into the body of this Agreement with full legal force and**

effect.

## SECTION I. DEFINITIONS

- A. **"Aesthetic Standards"** means those standards agreed to by the City and the Carrier, which set forth rules and requirements for the siting and construction of Small Wireless Facilities within the City ROW, set forth and described in **Exhibit 1** attached hereto.
- B. **"Agreement"** means this Agreement, together with any exhibits, amendments, or modifications mutually agreed to by the Parties.
- C. **"Applicable Law(s)"** or **"Law(s)"** means all federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations.
- D. **"DMO"** means the designated municipal official of the City at the inception of this Agreement, as named individually or by title or position, set forth in **Exhibit 2** attached hereto, which DMO may be changed by written notice.
- E. **"Colocate"** means to attach, install, mount, maintain, modify, operate, and/or place a Facility on an existing or replacement Pole or Support Structure and may also include multiple small wireless facilities whether publicly or privately owned on a Pole or Support Structure.
- F. **"Deployment"** means the construction, repair, replacement, maintenance, attachment, installation, removal, reattachment, reinstallation, relocation, and/or operation of Facilities on and within the City ROW.
- G. **"Equipment"** means the radios, antennas, transmitters, and other wireless transmission or transport devices attached, mounted, or installed pursuant to the Agreement, including but not limited to control boxes, fiber optic and other cables, wires, conduit, power sources, grounding equipment, battery backup and other equipment, structures, and appurtenances which may be installed, maintained, operated and/or used for the purpose of Small Wireless Facilities Deployments. This definition shall also include new telecommunications equipment that is substantially similar to Small Wireless Facilities existing as of the Effective Date of this Agreement, or that may have reduced or lessened dimensions with respect to size, coverage/spacing requirements, and general physical characteristics.
- H. **"Facility"** or **"Facilities"** means any and all Equipment and installations of any kind owned and/or controlled by the Carrier that are reasonably necessary and appropriate for the deployment of a Small Wireless Facility, as defined herein.
- I. **"FCC"** means the Federal Communications Commission of the United States.
- J. **"FCC Wireless Infrastructure Order"** means the Declaratory Ruling issued by the FCC on September 27, 2018 in WT Docket Nos. 17-79 and 17-84 (FCC 18-133, 33 FCC Rcd 9088).
- K. **"License"** means the non-exclusive right granted by the City, subject to this

- Agreement, to the Carrier to construct and maintain its Small Wireless Facilities on, over, under, upon, across, and/or along the respective City's ROW.
- L. **"Person"** means any natural or corporate person, business association or business entity, including, but not limited to, an individual, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.
- M. **"Pole"** means a municipally-owned structure, such as a municipal utility, lighting, traffic, or similar pole made of wood, concrete, metal or other material, located or to be located within the ROW. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached, unless the DMO grants a waiver for such Pole. The term does not include any existing, replacement or new structure under the jurisdiction of the Connecticut Public Utility Regulatory Authority or the Connecticut Siting Council.
- N. **"Radiofrequency Emissions" or "RF Emissions"** means electromagnetic energy including radio waves and microwaves that are transmitted or received by Facilities.
- O. **"Rights-of-Way" or "ROW"** means the space in, upon, above, under, along, across, and over the public streets, roads, highways, sidewalks, and public ways owned or controlled by and under the jurisdiction of the City, as the same now or may hereafter exist. This term shall not include: (a) any county, state, or federal right-of-way; (b) public or private utility easements, whether owned by a City or others, except as provided by applicable Laws or pursuant to any agreement between a City and any such person or entity; or (c) any real property owned by a City that is not a public street, road, highway, sidewalk, or other public way.
- P. **"Safety and Construction Standards"** means any specific City design standards applicable to a Small Wireless Facility as may be set forth on **Exhibit 3**, including but not limited to, minimum Equipment heights above-ground level, maximum Facility heights, sight line requirements associated with roadways, emergency contact information and procedures, locations of power shut-off switches in accordance with electric utility requirements, evidence of compliance with structural standards for the Pole or Support Structure, and the like.
- Q. **"Services"** means any telecommunications service provided by means of the Facilities installed by a Carrier in accordance with this Agreement, for which a Carrier holds a valid license or authorization issued by the FCC; or the leasing, operation, or maintenance of the same by a Carrier in accordance with this Agreement. "Services" do not include cable service or open video services.
- R. **"Small Wireless Facility"** means a Facility that meets the definition of "Small Wireless Facility" set forth in 47 CFR § 1.6002. The term "Small Wireless Facility" includes associated Equipment and Facilities as defined in this Agreement but does not include Support Structures to which such Equipment and Facilities are attached.

- S. **"Small Wireless Facility Permit"** means the authorization granted after review and approval by the DMO of the City of an application for a Small Wireless Facility.
- T. **"Support Structure"** means a structure within the ROW to which a Small Wireless Facility is or may be attached, including but not limited to a Pole.

## SECTION II. GRANT OF ACCESS AND OCCUPANCY RIGHTS

- A. The City, respectively, hereby grants the Carrier a non-exclusive License to enter upon and use such ROW for the purpose of construction, operation, and maintenance of Small Wireless Facilities, subject to the terms and conditions set forth herein.
- B. The City expressly reserves the right, in its own name, to use and occupy its property, and to grant such other non-exclusive licenses to use and occupy such property as may be deemed in the public interest.
- C. The Carrier shall be solely responsible for any and all costs and expenses related to its use of a ROW for the deployment of Small Wireless Facilities. The Carrier shall also be solely responsible for obtaining any and all real property easements, rights-of-way, permissions, and consents from third parties, as may be required, in order to access and use a ROW for its Small Wireless Facilities. The Carrier shall be subject to all applicable laws that may apply to the Small Wireless Facilities that may affect, without limitation, their placement, location, and operation within a ROW, provided that any City Zoning Regulations shall only be deemed Applicable Law if such regulations expressly regulate other non-municipal uses of the ROW and regulate Small Wireless Facilities in the same manner.
- D. This Agreement does not grant the Carrier any property interest in a ROW or municipal property. The License granted herein is not divisible, and Carrier may not grant any person the right to use or occupy a ROW, except as set forth herein.
- E. The Carrier warrants that its Small Wireless Facilities shall be maintained in good and safe operating condition, consistent with Applicable Laws and generally accepted industry standards applicable in the State of Connecticut.

## SECTION III. DEPLOYMENT PLANS

- A. Within 30 days after the Effective Date, the Carrier shall submit to the DMO of the City a non-binding plan (the **"Initial Deployment Plan"**) consisting of: 1) a map identifying the number and potential location of Small Wireless Facilities that the Carrier expects to deploy in the City during the initial two years of this Agreement together with; 2) an excel spreadsheet with exportable data which includes rows and columns identifying with reasonable accuracy to the extent known by the Carrier: (a) each proposed Pole location by latitude longitude street name and nearest cross street; (b) the type and location of Equipment to be installed on each Pole, or adjacent

thereto in the ROW, with manufacturer specification sheets included as an attachment; (c) the location and type of required electric utility equipment or any known fiber extensions that will be required for each Small Wireless Facility; and (d) the date ranges for permitting and construction of each Small Wireless Facility. Whereafter, the DMO may request the Carrier to submit updated Deployment Plans (the "**Updated Deployment Plans**") once per annum. The purpose of such Initial Deployment Plan and any such Updated Deployment Plans is to: (a) provide general information regarding anticipated deployment of Small Wireless Facilities; (b) to allow the City to estimate staffing needs to support the Carrier's expected Deployment Plan; and (c) and to allow the City to identify geographic locations where multiple carriers may be planning to deploy Small Wireless Facilities in order to explore the possibility of Collocation by multiple carriers on a single Support Structure. The Initial Deployment Plan and any Updated Deployment Plans submitted by the Carrier shall be treated by the City as exempt records pursuant to Section 1-210(b)(5) of the Connecticut General Statutes.

- B. The Parties agree to work cooperatively and in good faith to achieve the goals set forth in Federal policy. The Parties agree that community engagement efforts for the purpose of educating the public about wireless deployment and promoting access to essential communications technology are beneficial and support the goals of this Agreement. Upon request of the City, no more than once per annum, the Carrier shall convene with the City's DMO and other appropriate officials to discuss any Federal policies and potential opportunities outside the scope of this Agreement that the Parties may, but are not obligated to, jointly develop, including, but not limited to, advancing any equity plans that the City may be considering or adopting.

#### SECTION IV. SMALL WIRELESS FACILITY PERMIT SUBMITTAL AND REVIEW

- A. The City's DMO shall provide a pre-application review at the Carrier's request, to ensure that such Carrier's proposed locations and designs are in compliance with all Applicable Laws and are consistent with the Aesthetic Standards.
- B. The Carrier shall submit a Small Wireless Facility Permit Application to the DMO for each proposed Small Wireless Facility using the form titled "Permit to Open Street" (the "**Application**") and "License to Occupy Street" (the "**License**") copies of which are attached hereto as **Exhibit 4**, as the same may be amended from time to time by the DMO. The Application shall include a structural analysis demonstrating that the Pole or other Support Structure is capable of supporting the Equipment.
- C. In addition to the information provided in the Application, at the time of Application the Carrier shall submit: an RF Emissions report with calculations prepared in accordance with FCC requirements and demonstrating the Small Wireless Facility(ies) will comply with applicable federal maximum permissible public exposure standards both at grade and at the nearest occupied structure.
- D. The Carrier shall comply with the requirements and directions specified on the Application as may be amended from time to time.
- E. In addition to obtaining a Small Wireless Facility Permit, a Carrier may be required to obtain additional generally applicable local permits, including but not limited to the following: (a) a building permit; (b) an electrical permit; (c) a grading permit; (d) a tree trimming permit; (e) a street opening permit; (f) a sidewalk barricade permit; (g) a contractor's license, (h) an Historic District certificate of appropriateness or (i) an excavation permit.
- F. The DMO may propose and approve alternate locations, including locations not in the ROW but located on Municipal Property, to the location or locations requested in the Application, provided that such locations are acceptable to the Carrier from a technical and constructability perspective and are similar in cost. The DMO may also propose and approve alternate locations for Small Wireless Facilities that will in the City's view minimize any potential impacts to adjoining property owners and other users of the ROW, provided that such locations are technically feasible for the Carrier from a Service, constructability and cost perspective.
- G. The DMO shall review each Application in compliance with the shot clocks set forth in the FCC Wireless Infrastructure Order. The DMO shall evaluate, recommend other locations and approve or deny the Application on a competitively neutral basis, with no unreasonable discrimination among similarly situated applicants and installations based upon the DMO's administrative judgment, reasonably exercised.
- H. Within sixty (60) days of approval or denial of an Application, the DMO shall issue a written decision that either approves, approves with conditions, or constitutes a draft denial for the requested Small Wireless Facility Permit, with the reasons for such



decision set forth in written findings.

I. In the event that the DMO issues a draft denial for an Application, the Carrier and the City shall consider entering into a written tolling agreement as authorized by FCC regulations and the FCC Wireless Infrastructure Order to work in good faith to negotiate a resolution of the dispute. If a tolling agreement is not executed by both the City and Carrier within ten (10) days of the date of the DMO's draft denial, the draft denial shall be deemed a final decision and denial of the Application without any further action required by either party. The Carrier may pursue any remedy available to it under Applicable Laws.

J. An Application may be approved for any of the following Small Wireless Facility uses provided that the Carrier has complied with all applicable City requirements:

- i. Collocation on an existing City-owned Pole or Support Structure;
- ii. Collocation on an existing Pole or Support Structure not owned by the City, provided that the Carrier has submitted sufficient proof of permission from the owner thereof;
- iii. Collocation on a City-owned Pole or Support Structure following the replacement of such Pole or Support Structure, provided that: (1) the Carrier shall be solely responsible for all costs and expenses related to such replacement; (2) the replacement Pole or Support Structure shall be designed to match as closely as feasible the existing City-owned Pole or Support Structure with regard to size, color, materials, etc.; (3) the Carrier shall not retain any ownership rights in the Pole or Support Structure following its replacement; and (4) the Carrier shall continue to retain the obligation to maintain, repair and replace its Small Wireless Facility located on such Pole or Support Structure;
- iv. Collocation on a Pole or Support Structure not owned by the City following the replacement of such Pole or Support Structure, provided that Carrier has submitted sufficient proof of permission from the owner thereof, and provided that: (1) the City shall not be responsible for any costs and expenses related to such replacement; (2) the replacement Pole or Support Structure shall be designed to match as closely as feasible to the existing Support Structure with regard to size, color, materials, etc.; or
- v. Installation of a new Pole or Support Structure where, as determined by a Carrier in consultation with the DMO, no other existing Pole or Support Structure in the City ROW can be used for Collocation and provided that, where feasible, such new municipally owned Pole or Support Structure is designed in a manner that can structurally accommodate at least one additional Small Wireless Facility. If the Carrier is not proposing to collocate the Equipment, but proposing a new Pole or Support Structure where none currently exists in the ROW, the Carrier must provide evidence that

collocation is technically infeasible from a Service, constructability or cost perspective.

- K. The DMO may deny an Application on the following grounds:
- i. Subject to the applicable FCC Shot Clock, the Application is materially incomplete;
  - ii. The Small Wireless Facility would materially interfere with vehicular and pedestrian safety;
  - iii. The Small Wireless Facility would be in violation of the Agreement, Safety and Construction or Aesthetic Standards;
  - iv. The Small Wireless Facility would interfere with the City's obligations under the Americans with Disabilities Act; or
  - v. Any other violation of Applicable Law or creating a substantial adverse impact to the public health, safety, or general welfare within the City's jurisdiction to regulate.

#### SECTION V. CONSTRUCTION AND MAINTENANCE

- A. The Carrier shall be responsible for coordination of its construction and maintenance work with the DMO to avoid any interference with existing utilities, subsurface structures, facilities, streetlight operations, or other existing uses of the City ROW. The Carrier shall comply with all City construction regulations, including, but not limited to construction hours, waste management, noise abatement, traffic safety, traffic and parking regulations, street and sidewalk repair requirements, and the like.
- B. The Carrier shall install and perform all work on Small Wireless Facilities in strict compliance with its approved permits and in a diligent, skillful, and workmanlike manner consistent with the Safety and Construction Standards. No later than seven (7) days before commencing installation of a Small Wireless Facility, the Carrier shall provide to the DMO a schedule of construction activities and a list of the names, places of business, and license numbers of all contractors who will perform the work. The Carrier shall be responsible for ensuring that all contractors and subcontractors comply with the requirements of this Agreement and applicable Law when performing work on behalf of the Carrier.
- C. The Carrier shall be solely responsible for working with the electric utility to establish electrical power to its Small Wireless Facilities, which shall be metered or otherwise charged separately from any other City or utility infrastructure located in the ROW, and the Carrier shall be solely responsible for the payment of electrical utility charges for the Small Wireless Facility. Drawings and specifications for any power supply routing shall be provided promptly to the DMO. The Carrier shall be solely responsible for making all arrangements with the electric utility, including but

not limited to initial powering of the equipment and emergency procedures in case of damage to the pole and/or any equipment placed on the pole. The Carrier shall place notice on each pole as to contact information of the Carrier's personnel in case of emergency. The DMO shall provide any consents to the electric utility as may be required for Carrier's work.

- D. After performing construction or maintenance work or any other modification related to the Small Cell Facility, the Carrier shall leave the ROW in the same condition as it existed before the work commenced, reasonable wear and tear and deterioration by the elements excepted. The Carrier shall be solely responsible if such work disturbs or alters any utility infrastructure or other surface or subsurface structure in the City ROW or any City street or sidewalk, and the Carrier shall at its own expense restore such utility infrastructure, other structures or the City street or sidewalk to its original condition. If the Carrier does not perform such restoration within 30 days, the City shall have the option upon 10 days prior written notice, or sooner if required to protect or preserve public health or safety, to perform or cause to be performed such restoration work and to charge the Carrier for the costs incurred by the City whether such restoration is performed with internal forces and resources or by contract. The Carrier shall promptly reimburse the City for any such costs within 30 days of its receipt of a demand for payment containing a sufficiently detailed invoice or list of charges, with interest accruing at the legal rate for any payment made after the expiration of such 30-day period.
- E. If the installation of a Pole or Support Structure results in the creation of a double pole, Carrier shall cooperate in good faith with the City's efforts, if any, to eliminate the double pole. Such efforts may include, but are not limited to, cooperation to relocate attachments owned or operated by other entities from the original pole to the new pole.
- F. The Carrier shall not be required to obtain prior City approval for, but must notify the DMO of, maintenance and repairs that are: (i) necessary to maintain the structural integrity of a Support Structure; (ii) required to address an emergency; or (iii) limited to the repair, replacement, modification, or installation of internal components; (iv) or the replacement or upgrade of Equipment with new components that are substantially similar to the original with respect to color, size, and other aesthetic qualities, do not require any structural modifications to the Support Structure, and (v) are otherwise reasonably consistent with the Aesthetic Standards and the Safety Standards. All other maintenance and repairs or other modifications to a Small Wireless Facility shall require the Carrier to submit an Application as if applying for an initial installation of a Small Wireless Facility, subject to Applicable Laws.

## SECTION VI. TERM OF AGREEMENT AND SMALL WIRELESS FACILITY PERMITS

- A. This Agreement shall commence upon the Effective Date and have an initial term of five (5) years or as otherwise provided herein (the "Term"). The Term of this Agreement shall thereafter automatically renew for one five (5)-year renewal term, unless the Carrier provides the City written notice of termination at least ninety (90) days prior to the expiration of the Agreement's initial Term. The Carrier may terminate this Agreement at any time, upon 90 days' prior written notice. City may terminate this Agreement upon any material violation or breach by the Carrier that continues beyond the expiration of any cure period provided herein. The City shall give the Carrier a reasonable time to cure any such material violation or breach depending upon the nature of such violation or breach, provided that it shall be no less than 30 days and no more than 120 days.
- B. Each Small Wireless Facility Permit granted under this Agreement shall be valid for as long as this Agreement remains in effect or for (10) ten years from the date of issuance of such Permit, whichever is longer; provided, however, that installation of each Small Wireless Facility shall commence within twelve (12) months and be completed no later than fifteen (15) months from approval of the Small Wireless Facility Permit, and failure to comply with this requirement, except for events constituting force majeure, shall result in the expiration of the Permit except that the DMO may grant an extension of up to 120 days.
- C. The obligations of the Carrier with respect to maintenance and repair of equipment, payment of fees, insurance and indemnification shall survive the termination of this Agreement.

## SECTION VII. REMOVAL AND/OR RELOCATION OF SMALL WIRELESS FACILITIES

- A. The Carrier acknowledges that the City, upon 90 days' prior written notice, may require the Carrier to relocate all or a portion of any Small Wireless Facility to an alternative location made available by the City and acceptable to the Carrier, at the sole cost and expense of the Carrier, if the City determines, in its reasonable discretion, that the relocation is needed to facilitate the use of the ROW for municipal purposes directly related to City economic development or the public health, safety, or general welfare. Should the Carrier fail to relocate any such Small Wireless Facility by the date established by the City, the City may remove such Small Wireless Facility and the expense thereof shall be paid by the Carrier within 30 days, including all expenses incurred by the City due to the Carrier's delay. The City and the Carrier shall cooperate to the extent possible to assure continuity of service during any such relocation, and the City shall use reasonable efforts to afford the Carrier a reasonably equivalent alternative location.
- B. If the City should reasonably determine that it is necessary in response to any public welfare or safety emergency that threatens imminent personal injury or property damage, the City may temporarily or permanently disconnect or remove any Small Wireless Facility within the City ROW. In cases of emergency, the City shall provide such notice as is practicable under the circumstances.
- C. The Carrier shall notify the City and remove any unused Small Wireless Facility within 30 days of its cessation of operations in providing services.
- D. Upon a City termination or the expiration of any Small Wireless Facility Permits granted pursuant to this Agreement, the Carrier shall have 90 days to remove such Small Wireless Facility and to restore any disruptions to the City ROW or municipal use of the Pole or Support Structure, except that the DMO may grant an extension of up to 30 days to vacate the Pole or Support Structure.

## SECTION VIII. FEES AND CHARGES

- A. The following non-recurring fees are required for each Small Wireless Facility and shall be due upon Application submission:
  - i. For collocations or facilities mounted on an existing or replacement Pole or Support Structure - \$500.00 for a batch of five or fewer and \$100.00 for each additional facility.
  - ii. For new pole placements - \$1,000.00.
- B. The following annual fees are required for each Small Wireless Facility:
  - i. For collocations or facilities mounted on an existing or replacement Pole or Support Structure - \$270.00 per year
  - ii. For new pole placements - \$270.00 per year

- C. The first year's annual fee shall be due within 90 days of when the installation is complete and shall not be prorated, regardless of the date of such completion. For each subsequent year, the annual fee shall be due on or before January 31.
- D. The City shall provide the Carrier a completed, current Internal Revenue Service Form W-9 and state and local withholding forms, if required, in order for a Carrier to make fee payments to a City.
- E. In the event that any Federal or State legislative, regulatory, judicial, or other action affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Small Wireless Facilities in the ROW that differ in any material respect from the terms of this Agreement (a "**New Law**"), then either Party may, upon thirty (30) days prior written notice, require that the fees to be paid under this Section be adjusted to conform to the New Law. Such fees shall then apply on a going-forward basis for all existing and new Small Wireless Facilities, unless the New Law requires retroactive application, in which case such new fees shall apply retroactively. In the event that the Parties are unable to agree upon new terms within ninety (90) days after notice of such New Law, then any fees specified in the New Law shall be paid retroactively until the negotiations are completed or otherwise determined by a court of competent jurisdiction, whereupon the previous fees paid shall be adjusted accordingly.
- F. No more frequently than once per calendar year, the City may provide the Carrier with written notice that it will review the fees paid under this Section in accordance with the FCC Wireless Infrastructure Order and the City's costs ("**Fee Notice**"). Any Fee Notice by the City shall include a line item spreadsheet of those costs the City incurred in managing the Carrier's access to the ROW, as authorized and contemplated in the FCC Wireless Infrastructure Order, and include in the Fee Notice a proposed adjustment of the fees prospectively with the Carrier. In the event that the Parties are unable to agree upon adjusted fees within 90 days after the City's issuance of the Fee Notice, the Carrier shall pay 115% of the fees specified in the Agreement prospectively until the negotiations are completed or otherwise determined by a court of competent jurisdiction, whereupon all fees paid by the Carrier subsequent to the Fee Notice shall be adjusted accordingly dating back to the commencement of the renewal term.
- G. The Carrier shall provide the City's Assessor information on the value of the Carrier's Equipment and other property that is subject to this Agreement in accordance with the requirements of any Applicable Laws.

#### **SECTION IX. ADDITIONAL PROVISIONS**

- A. The Carrier's Small Wireless Facilities must comply with Applicable Laws, including

all applicable standards and regulations of the FCC and any other applicable State or federal government agency with the authority to regulate exposure to RF emissions, and the Carrier shall defend, indemnify, and hold harmless the City, its elected and appointed officials, department heads, employees, agents and servants from and against any damages arising from any violation by the Carrier of any such Applicable Laws and regulations during the performance of its activities pursuant to this Agreement. The City reserves the right to conduct at its sole expense on-site post-installation RF emissions testing.

B. Consistent with Applicable Laws, the Carrier shall ensure that its Small Wireless Facilities will not cause RF interference with wireless communication facilities or devices, cable television, broadcast radio or television systems, or satellite broadcast systems, or police, fire department, emergency operations, Shot-Spotter, walkie-talkie and other similar systems used in a City existing at the time of installation of its Small Wireless Facilities. The Carrier shall further ensure that its Small Wireless Facilities will not cause any RF interference with traffic, public safety, or other communications signal equipment existing at the time of installation of its Small Wireless Facilities. The City shall include substantially similar interference language in all future right-of-way access agreements for Small Wireless Facilities to ensure that the Carrier is protected from RF interference. A Carrier may only use FCC licensed or unlicensed spectrum for which it has the requisite federal authority to use in the provision of telecommunications services, provided such spectrum does not interfere with existing City operations utilizing FCC licensed or unlicensed spectrum.

C. The carrier shall maintain accurate maps and other appropriate records of its Small Wireless Facilities, including GIS location and information data, and such information shall be provided to the City upon the DMO's request, no more than one time per year and as part of any DMO request for Updated Deployment Plans. All location and information data provided to the City under this section shall be GIS-compatible and shall include the following minimum information on the Carrier's Small Wireless Facilities and Equipment: Site Name; Site Address; Site coordinates; Site Technology Type (e.g., 4G or 5G); Site Status; Inservice Activation Date; and such additional information as a City may reasonably require. The City shall treat such location and information data in accordance with the terms of the Confidentiality and Non-Disclosure Agreement entered into by the Parties hereto. D. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in a Carrier any real property interest in any portion of the City ROW or any other City property, including but not limited to, any fee, leasehold or easement interest in any land; provided, however, that this Agreement may, subject to Applicable Laws, create an interest subject to taxation and that the Carrier, its successor, lessee or assign may be subject to the payment of such taxes.

## SECTION X. INDEMNIFICATION, INSURANCE, BONDS, ETC.

- A. The City and its employees and agents shall not be liable for injury or damage to any persons or property resulting from the installation, operation, maintenance, repair, and/or removal of Small Wireless Facilities within the ROW including but not limited to diminution in the value of any property, damages for loss or restriction of use of the City's ROW, damages arising from any use, storage, release, or disposal of hazardous materials and/or substances, and damages arising from any interruption of services of the Small Wireless Facilities. To the extent permitted by Applicable Law, the Carrier releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, department heads, officers, employees, agents, successors and assigns (each, an "Indemnified Party"), from any and all such claims, costs, damages, judgments, awards, and/or liability for injury or death of any person, or damage to property to the extent caused by or arising out of any acts or omissions of a Carrier, its agents, officers, employees, and contractors in the performance of the activities permitted by this Agreement and/or the installation, operation, maintenance, repair, and/or removal of Small Wireless Facilities except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of an Indemnified Party. This indemnification shall survive the termination or expiration of this Agreement.
- B. The City shall give prompt written notice to the Carrier of any claim for which the City seeks indemnification. The Carrier shall have the right to investigate these claims with prompt notice to the City Corporation Counsel or equivalent. The Carrier shall not settle any claim subject to this Section without the prior written consent of the City, unless the settlement (i) will be fully funded by the Carrier, (ii) does not contain an admission of liability or wrongdoing by any indemnified party and (iii) does not have a detrimental effect on the City or its public health, safety or welfare. Any required consent shall not be unreasonably withheld, delayed or conditioned in the exercise of a City's commercial business judgment, reasonably exercised. Each party shall have all rights and remedies available at tort law, with respect to each other, for any claims, lawsuits, damages, judgments, awards, and/or liability for injury or death of any, or damage to property to the extent caused by or arising out of any negligent acts or omissions of any other party, its elected and appointed officials, department heads, officers, directors, employees, agents, successors and assigns in the performance of this Agreement.
- C. Notwithstanding any provision to the contrary, in no event shall either Party be liable to the other in contract, tort, under any statute, warranty, provision of indemnity or otherwise, for any special, indirect, incidental, or consequential, punitive, or exemplary damages suffered by the other Party or any customer or third party or any other person for lost profits or other business interruption damages of such Party's customers, advertisers, users, clients, licensees, concessionaires, or any other person, firm, or entity.



- D. Each Carrier acknowledges that each City has made no warranties or representations regarding the fitness, availability or suitability of any City ROW, municipal property including but not limited to any Pole or Support Structure or utility infrastructure for the installation of Small Wireless Facilities, or for any other activities permitted under this Agreement, and that, except as expressly provided in this Agreement, any performance of work or costs incurred by a Carrier in the deployment of Small Wireless Facilities contemplated under this Agreement by a Carrier is at the Carrier's sole risk. Except as otherwise expressly provided in this Agreement, each Carrier, respectively, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, every Indemnified Party from any and all claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the City facilities and utility infrastructure located in the City ROW except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of an Indemnified Party. The City agrees: (i) to allow the Carrier to investigate the location of City ROW, municipal property and utility infrastructure (provided permission from the utility is first obtained); and (ii) to work cooperatively with the Carrier to facilitate the investigation of City ROW, municipal property and utility infrastructure under consideration as a location for a Small Wireless Facility, for the possible presence of lead-based paint, asbestos, or other hazardous substances (as that term may be defined under Applicable Law), or to identify physical or structural deficiencies. The City agrees to comply with Applicable Law with respect to the ongoing maintenance of any City-owned Support Structures. The Carrier shall be responsible to maintain any of its Facilities located thereon.
- E. The Carrier shall maintain and keep in effect during the Term of this Agreement commercial general liability insurance, as per ISO form or equivalent, with a limit of \$3,000,000 per occurrence for bodily injury and property damage and \$4,000,000 general aggregate, insuring the Carrier and including the City as an additional insured by policy endorsement as their interest may appear under this Agreement insuring against loss, damage, cost, expense or liability for damage to property or injury, illness, or death of person occurring or to the extent arising out of or resulting from a Carrier's use and occupancy of the City ROW and the operations conducted thereon in connection with the deployment of its Small Wireless Facilities in accordance with this Agreement. *The Carrier's policy shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City.*
- F. To ensure that the City will have some recompense if the Facilities are abandoned or result in other unexpected costs, the Carrier agrees, prior to the commencement of any work under an approved Small Wireless Facilities Permit, to post a removal bond or bonds in the following amounts: an initial bond in the amount of \$20,000.00, which shall cover the collocation of up to ten (10) Small Wireless Facilities on an existing or replacement Pole or Support Structure, and thereafter subsequent bonds in

the amount of \$20,000.00 per Pole or Support Structure, which shall cover the collocation of ten (10) additional Small Wireless Facilities on an existing or replacement Support Structure; and a bond in the amount of \$10,000.00 for any new Support Structure. Such removal bonds shall name the City as the beneficiary and the Carrier as the obligor and shall be delivered to the City's Corporation Counsel or equivalent.

- G. The City acknowledges that the Carrier may enter into financing arrangements including promissory notes and financial and security agreements for the financing of the Equipment and Pole Placements (the "**Collateral**") with third party financing entities. In connection therewith, the City: (i) consents to the installation of the Collateral consistent with the other terms of this Agreement; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Annual Fees due or to become due, and that such Collateral may be removed at any time consistent with the other terms of this Agreement without recourse to legal proceedings.

#### **SECTION XI. VALIDITY AND CONSTRUCTION OF AGREEMENT**

- A. **Entire Agreement.** This Agreement states the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof and may not be amended or modified except by a written instrument executed by the Parties hereto. No waiver of any right or remedy hereunder shall be effective unless and until set forth in a writing delivered to the other Party, and a waiver, forbearance or other failure to enforce any right or remedy on any given occasion or under any specified circumstance shall not be construed as, or have the effect of, a waiver of such rights or remedies on any other occasion or under any other circumstances.
- B. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns and shall not be modified or amended except by an express written agreement signed by a duly authorized representative of each Party. Nothing in this Agreement shall create or give to third parties any claim or right of action against the City or a Carrier.
- C. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, all of which together shall constitute the same instrument. Execution and delivery may be accomplished by facsimile or other electronic means.
- D. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without reference to its conflicts of laws principles, and, where applicable, federal law. In the event that any claim, complaint,

or litigation is brought by either Party to this Agreement against the other for breach of this Agreement, or for an interpretation of this Agreement, each party shall bear its own costs, including legal fees and expenses. Any such claim, complaint or litigation shall be resolved in a court of competent jurisdiction over the parties located nearest to the City in Connecticut.

- E. Severability. If one or more of the provisions in this Agreement are held by an agency or court of competent jurisdiction, in a final, non-appealable order, to be invalid, void, voidable, unenforceable or illegal, such provision shall be deemed severable from the remaining provisions of this Agreement. Such invalid, void, voidable, unenforceable or illegal provision shall not affect the remaining provisions of this Agreement so long as the material purposes of this Agreement can be determined and effected.
- F. Transfer and Assignments. A Carrier shall not assign or otherwise transfer all or any part of its interest, rights, and duties in this Agreement, or sublet the area licensed hereunder or any portion thereof to be occupied by anyone other than the Carrier, without the City's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned, or delayed in the exercise of its commercial business judgment, reasonably exercised. Any transfer that is not in compliance with this Section shall be void. Notwithstanding the foregoing, a Carrier may, without the consent of the City assign this Agreement, any Small Wireless Facility Permit, and/or related permits to any affiliate which (i) shall control, be under the control of, or be under common control with a Carrier; (ii) is a successor to a Carrier either by merger or other consolidation of the Carrier; or (iii) acquires all or substantially all of the Carrier's assets in the market defined by the FCC in which the Facilities are located, provided that such entity is bound by all of the terms and conditions of this Agreement. The Carrier shall provide the City notice of any such assignment within a reasonable period of time after the consummation thereof and the City may reject such assignment that violates or is inconsistent with this Section XI, Subsection F.
- G. Force Majeure. No failure by a Party to perform its obligations in accordance with this Agreement shall be deemed a material breach or grounds for termination if such failure to perform occurred as a result of circumstances beyond such Party's reasonable control as described below. Further, the time for performance of any duties or obligation of a City or a Carrier shall be extended for the period during which performance was delayed or impeded due to causes beyond such Party's control, including but not limited to strikes, lockouts, labor disputes, supply shortages, utility outages, cable dig-up by a third party, civil disorders, actions of governmental authorities, actions of civil or military authority, national emergency, insurrection, riots, war, acts or threats of terrorism, acts of God, fire, floods, epidemics, freight embargoes or other causes beyond the reasonable control of the Party required to perform an act, the Party shall be excused from performing that act

for a period equal to the period of the preventing circumstance or delay. If a Carrier or a City claims the existence of a circumstance preventing performance, upon written demand for performance, the Party claiming the delay shall notify the other Party in writing of that fact within thirty (30) days after the beginning of any such circumstance. Economic hardship, misfeasance, or malfeasance of a Party's directors, officers, employees, council, officials or agents shall not be considered as a condition beyond the fault or control of the defaulting Party.

- H. Confidentiality. The City shall make accepted Applications publicly available in accordance with the Connecticut Freedom of Information Law, provided, however, that the City shall redact or withhold from disclosure such portions of the Application materials specifically identified in accordance with the terms of the Confidentiality and Non-Disclosure Agreement entered into by the Parties hereto.
- I. Authority to Execute. Any individual executing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such Party, and this Agreement is binding upon such Party in accordance with its terms.
- J. Notices. All notices required or permitted to be given to either Party under this Agreement shall be in writing by first-class mail or overnight mail delivery service to the addresses of the Parties set forth on **Exhibit 2** attached hereto and changes to such addresses shall be provided to the other Parties in the same manner as for notice . The Parties may change their contact information at any time by written notice.
- K. Nothing herein shall be construed to prohibit or limit the ability of any City to provide telecommunication services to its residents and business without charge.

[SIGNATURE PAGE TO FOLLOW

**IN WITNESS THEREOF**, the Parties hereby bind themselves legally to the terms and conditions set forth in this Agreement, as evidenced by the signature of their duly authorized representatives.

CITY OF \_\_\_\_\_

CARRIER \_\_\_\_\_

\_\_\_\_\_  
Name:

Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Name:

Title:

Date: \_\_\_\_\_

**CERTIFICATE OF COMPLETENESS  
AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
City Attorney

Dated:

## Exhibit 1

### Aesthetic Standards

Exhibits 1a through 1(?) incorporate City-approved Facility designs for aesthetic purposes ("Pre-Approved Facility Design"). An Application for a Small Cell Facility Permit which incorporates a Pre-Approved Facility Design shall be deemed to comply with the City's Aesthetic Standards.

When Equipment is located within Pole structures, the base of the pole shall be no larger than required to accommodate the Equipment in accordance with the City's Aesthetic Standards and Carrier technical requirements for Service from the Small Wireless Facility.

All materials and colors shall match the exterior of the Pole or Support Structure so as to blend in as much as possible.

In the event an Application seeks a permit for a Facility involving a Pole or Support Structure for which there is no Pre-Approved Facility Design, the DMO shall have authority to issue a Small Cell Facility Permit for a similar design on a site by site basis and without the need for an amendment to this Agreement.

The minimum linear distance between Poles used by the Carrier on the same street shall be 500 feet, unless the Pole proposed is configured to accommodate collocation by multiple carriers or the Pole is otherwise permitted for use as a Small Wireless Facility by the DMO evaluating the location in accordance with the same standards set forth in Section IV.F of the Agreement for alternative sites.

The minimum linear distance separating any Poles or Support Structures on the same street and containing any Small Wireless Facilities shall be 150 feet unless a location is proposed at an intersection or is otherwise permitted for use as a Small Wireless Facility by the DMO evaluating the location in accordance with the same standards set forth in Section IV.F of the Agreement for alternative sites.

New York City Approved Pole Top and Cabinet Installations on City Street Lights and Traffic Signals

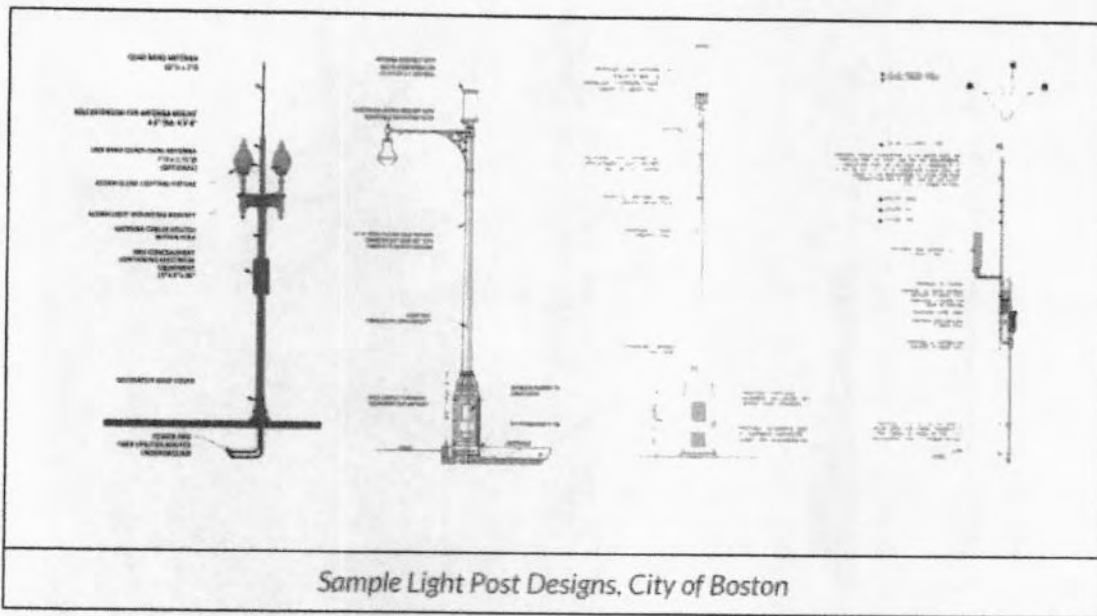






City of Boston Approved Configurations

(Note the City of Hartford Approved Standard are the Two in the Middle)



Sample Light Post Designs, City of Boston

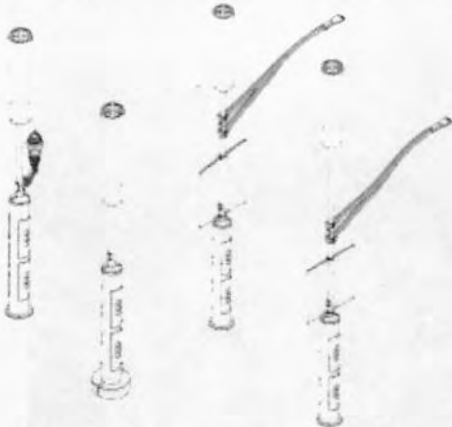
Citing requirements

City of New York Approved Franchise for LinkNYC – Wifi/Advertising/Multi Carrier 5G

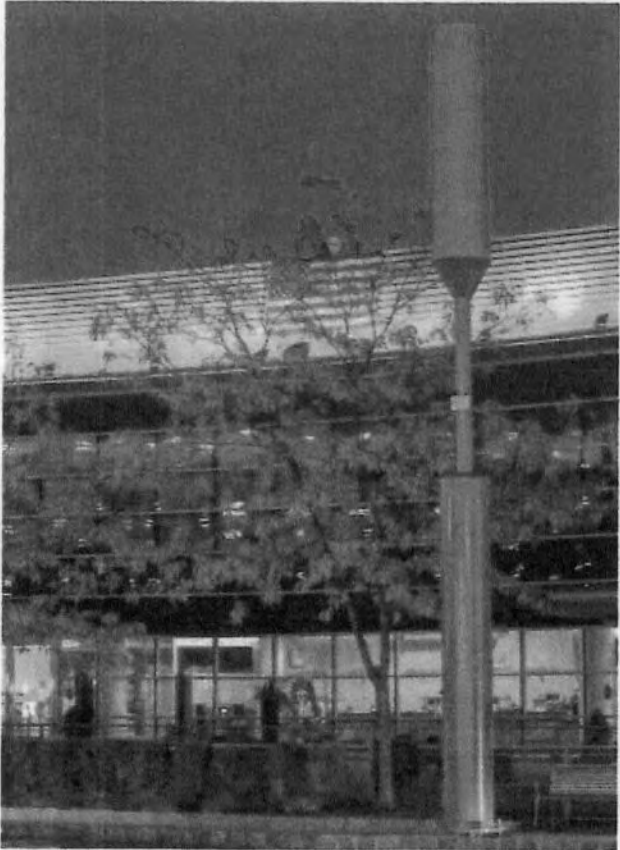


*These renderings show the proposed Link5G kiosk with and without screens, left; and the proposed Link5G kiosk with screens for commercial and manufacturing areas, right.*

**City of Weehawken NJ Multicarrier Approved Poles**



*Weehawken decided on four standardized pole styles with and without lighting and banner arms to suit the aesthetics of the area.*



City of Minneapolis Approved Waste Receptacle with 5G Small Cell



Exhibit 2

DMO Designation

The City Engineer shall perform the function of the DMO.

The Carrier's address for notice purposes is:

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## Exhibit 3

### Safety & Construction Standards

When collocated on a Pole with traffic signals or security cameras, antennas shall be located above any traffic or security cameras, and no less than 10 feet above grade measured at the Pole base.

The base of any Pole mounted Equipment shall be no lower than 10 feet above the finished surface of any sidewalk immediately adjacent to the Pole unless contained in the Pole pursuant to the City's Aesthetic Standards.

**City of Bridgeport**

**Connecticut**

**Department of Public Facilities**

**SIDEWALK - CURBS & DRIVEWAYS**

**SPECIFICATIONS & STANDARD DETAILS**



**Adopted 2007**

**Revised 2016**

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# SPECIFICATIONS FOR CONCRETE WALKS AND CURBS

## 1. SIDEWALKS

**A. GENERAL** - All concrete walks referred to herein shall mean all pavement designated on drawings as "Concrete Walks", "Conc. Walks". All concrete walks are to be one course constructed to the width and thickness designated on the drawings. See Sidewalk Standard Details.

### **B. SUB-BASE**

**(a) Preparation** - The surface shall be stripped of all loam, muck, old pavement, organic and other objectionable material. All soft and spongy places shall be removed and shall meet CT DOT Form 817 Article M.02 requirement. Sub-base shall be thoroughly compacted in layers not exceeding six (6) inches in thickness. Material for sidewalk sub-grade shall meet the requirement of section M.03.02 for Class C Concrete.

**(b) Deep Fills** - Fills exceeding foot shall be considered deep fills. Deep Fills shall be made with clean fill material free of muck, loam, clay, spongy or perishable material. Fill material shall be spread in layers not exceeding one foot in thickness and each layer thoroughly compacted. The top of all fills shall extend beyond the walk on each side at least one and one-half (1 1/2) feet. Fill material shall be brought to within one (1) foot of finish sub-grade. The final foot of fill shall be made with bank gravel spread in two (2) layers. Each shall be compacted to a six (6) inch depth. Rolling shall be done by a self-propelled roller weighing not less than four (4) ton. Any areas inaccessible to the roller shall be hand-rolled and tamped. The gravel base is to be smooth and true to grade, as shown on the drawings.

**(c) Wetting** - While compacting the sub-base, the material shall be thoroughly wet, and shall be damp when the concrete is deposited but shall show no pools of water.

### **C. FORMS**

**(a) Materials** -Forms shall be free from warp and of sufficient strength to resist springing out of shape.

**(b) Setting** -The forms shall be well staked or otherwise hold to the established lines and grades and their upper edges shall conform to the established grade of the walk and shall extend to the bottom of the concrete and shall be banked with earth or supported and sealed by some other approved method to prevent leakage unless otherwise noted.

**(c) Treatment** - All wood forms shall be thoroughly wetted and metal forms oiled with non staining oil before depositing any material against them. All mortar and dirt shall be removed from forms that have been previously used.

**(d) Removal** - Forms shall remain in place until the concrete has thoroughly hardened but the dividing plates shall be removed promptly after the concrete is of sufficient hardness to prevent slabs from flowing together.

**D. EXPANSION JOINTS** - A one-half ( $\frac{1}{2}$ ) inch joint shall be provided once every twenty (20) feet, which shall be filled up to one-half ( $\frac{1}{2}$ ) inch below the surface of the walk with suitable material. All construction and expansion jointing shall extend to the bottom of the concrete and radial joints shall be installed on curved walks. A similar joint shall be provided at each intersection of sidewalk and street curb and each intersection of sidewalk with concrete driveway. Sidewalks shall be separated from abutting buildings by a one-half ( $\frac{1}{2}$ ) inch joint.

**E PLACING** - After mixing, the concrete shall be handled rapidly and the successive batches deposited in a continuous operation completing individual sections to the required depth and width. Under no circumstances shall concrete that has partly hardened be used. The forms shall be filled and the concrete brought to the established grade by means of strike board or straight-edge. The method of placing the various sections shall be such as to produce a straight clean-cut joint between them, so as to make each section an independent unit. Any concrete in excess of that needed to complete a section at the stopping of work shall not be used. In no case shall concrete be deposited upon a frozen sub-grade or sub-base.

#### **F.FINISHING**

(a) After the concrete has been brought to the established grade by means of a strike-board, it shall be worked with a wood float to the desired surfaces hereinafter specified. In no case shall dry cement or a mixture of dry cement and sand be sprinkled on the surface to absorb moisture or to hasten hardening. The entire sidewalk shall be jointed or flagged in sections equal to the width of the work or as otherwise directed by the Director of Public Facilities. The surface edges of all slabs shall be rounded to a radius of one-half ( $\frac{1}{2}$ ) inch, unless otherwise specified by the Director of Public Facilities.

(b) **SURFACE** - The surface shall be floated with a wooden float only, producing an even, gritty finish. On wide sidewalks the finishing may be done with two applications of a canvas belt, not less than six (6) inches wide, and about two (2) feet longer than the width of the sidewalk. For the first application, the belt shall be drawn across the surface with vigorous strokes at least twelve (12) inches long, and moved ahead very slightly at each stroke. The second application shall be given immediately after the water glaze or sheen disappears, and the stroke of the belt shall be no more than four (4) inches, while the longitudinal motion shall be greater than during the first application.

**G. CURING** - Curing of concrete shall be by use of colorless membrane type curing material which shall not permanently discolor the surface or by moisture retaining covers of burlap, cotton, or watertight paper. Where curing compounds are used it shall be suitable to seal the surface of the concrete in one application and shall harden within 60 minutes after application. Curing material shall be applied to all exposed surfaces by means of approved spraying equipment. It shall be sprayed uniformly to the surface as soon as possible after free surface water has disappeared from the concrete surface at a rate of one gallon per 200 square feet. Where moisture retaining covers are used, care shall be taken to cover the entire concrete surface including exposed sides of members. The covers shall be kept constantly moist and have sufficient strength to withstand wind and abrasive action. Covers shall be placed as soon as possible after free surface water has disappeared and the surface is hard enough to resist marring from the covers. Covers shall remain in place for seven (7) days.

**H. PROTECTION** - The freshly finished curb shall be protected from hot sun and drying winds until it can be sprinkled and covered as above specified. The concrete surface must not be damaged or pitted by rain drops, and the contractor shall provide and use, when necessary, sufficient covering to completely protect all sections that have been placed within the preceding twelve (12) hours. The contractor shall erect and maintain suitable barriers to protect the curb from traffic and any section damaged from traffic or other causes, shall be repaired or replaced by the contractor at his own expense in a manner satisfactory to the Director of Public Facilities.

**I. TEMPERATURE** - If, at any time during the progress of work, the temperature is 40 degrees Fahrenheit and falling, concrete will not be placed unless specifically pennitted by the Director of Public Facilities. Cold Weather curing of sidewalk must be approved by the Department of Public Facilities.

**J. METHOD OF PAYMENT** - Compensation for concrete sidewalks shall be made at the unit price bid per square foot in the Proposal. Said price shall include all materials, equipment and labor necessary for grading, preparation of the sub-base, forming, placing, curing and protection of the completed work.

## **2. CONCRETE CURBS**

**A. GENERAL** - Concrete curbs shall be of the size and shape as shown on the Drawings. The top corner of the face shall be rounded to the radius of at least one (1) inch and the top corner on the back of the curb shall also be neatly rounded with special tools.

*See Standard Details for Concrete Curbs.*

**B. SUB-GRADES** - The material underlying the concrete curbs shall be satisfactory and thoroughly compacted to an even bearing sub-grade. Any unsuitable material, in the opinion of the Director of Public Facilities shall be removed and replaced with acceptable material and compacted.

### **C. FORMS**

(a) **MATERIALS** - Forms shall be free from warp and of sufficient strength to resist to springing out of shape.

(b) **SETTING** - The forms shall be well staked or otherwise held to the established lines and grades and their upper edges shall conform to the established grade of the curb and shall extend to the bottom of the concrete, and shall be banked with earth or supported by some other approved method to prevent leakage.

(c) **TREATMENT** - All wood forms shall be thoroughly wetted and metal forms oiled with a non-staining oil before depositing any material against them. All mortar and dirt shall be removed from forms that have been previously used.

(d) **REMOVAL** -Forms shall remain in place until the concrete has thoroughly hardened but in no case less than eighteen (18) hours after pouring.

**D. PLACING** - Concrete shall be placed carefully so as not to disturb the alignment and position of forms. Sufficient spading or vibrating shall be done along the forms to ensure smooth, dense surfaces.

**E. FINISHING** -The top of the curb shall be finished by troweling; all joints shall be tooled with approved edging tool. Immediately upon removal of the forms all exposed surfaces shall be rubbed to a smooth, uniform and even surface by means of a soft rubbing brick or carborundum stone. Plastering with mortar to finish or build up will not be permitted. Should any portion of the surface or face of the curb depart more than one-fourth (1/4) of an inch from a straight edge ten (10) feet in length placed on the line of the curb, or should any part of the exposed surface present a wavy appearance, the same will be sufficient cause for rejection of that portion of the work.

**F. JOINTS** - All concrete curbs shall be jointed or flagged in sections approximately six (6) feet in length. Where walks and curbs are combined, jointing or flagging shall be at the same spacing and locations as specified for walks.

**G. EXPANSION JOINTS** - A one-half (1/2") inch joint shall be provided at least every twenty-five (25) feet, which shall be filled up to one-half (1/2") inch below the surface of the curb with suitable material. All construction and expansion jointing shall extend to the bottom of the concrete. A similar joint shall be provided at each intersection of sidewalk and street curb. Where walks and curbs are combined, expansion joints shall be placed at the same spacing and location as specified for walks.

**H. CURING** - Curing of concrete shall be by use of colorless membrane type curing material which shall not permanently discolor the surface or by moisture retaining covers of burlap, cotton, or watertight paper. Where curing compounds are used it shall be suitable to seal the surface of the concrete in one application and shall harden within 60 minutes after application. Curing material shall be applied to all exposed surfaces by means of approved spraying equipment. It shall be sprayed uniformly to the surface as soon as possible after free surface water has disappeared from the concrete surface at a rate of one gallon per 200 square feet. Where moisture retaining covers are used, care shall be taken to cover the entire concrete surface including exposed sides of members. The covers shall be kept constantly moist and have sufficient strength to withstand wind and abrasive action. Covers shall be placed as soon as possible after free surface water has disappeared and the surface is hard enough to resist marring from the covers. Covers shall remain in place for seven (7) days.

**I. PROTECTION** - The freshly finished curb shall be protected from hot sun and drying winds until it can be sprinkled and covered as above specified. The concrete surface must not be damaged or pitted by rain drops, and the contractor shall provide and use, when necessary, sufficient covering to completely protect all sections that have been placed within the preceding twelve (12) hours. The contractor shall erect and maintain suitable barriers to protect the curb from traffic and any section damaged from traffic or other causes, shall be repaired or replaced by the contractor at his own expense in a manner satisfactory to the Director of Public Facilities.

### **3. STONE CURB**

Stone curb may be either of granite or concrete.

Stones must be at least four (4) inches thick by eighteen (18) inches long and shall be deep throughout by at least three (3) feet-six (6) inches long and shall be at least the best hard gray granite.

The exposed face of the curb shall be smoothly dressed, bush hammered or axed; and where the sidewalk extends to the curb, the back also shall be smoothly dressed so the sidewalk may fit closely against the curb.

The upper face shall be cut at a level of about one (1) inch to a foot, so that when the face of the curb is set with a little inclination backward, the top face will be level or slope downward and to the front. The ends of the sections shall be smoothly dressed to the exposed depth, and truly squared from top to bottom so as to permit the dressed ends to come into close contact.

### **4. MATERIALS FOR CONCRETE WORK**

**A. COARSE AGGREGATE** - Stone for aggregate shall, except by permission of the Engineer, be obtained from one source.

The material shall be gravel or crushed stone having clean, hard, strong, durable, uncoated particles free from injurious amount of soft, friable elongated or laminated pieces. Coarse aggregate shall be uniformly graded from fine to coarse and with the following limits.

Retained on the 1" screen, not more than 10% by weight.

Retained on the 1/2" screen, 40% to 70% by weight.

Retained on No.4 screen, not less than 90% by weight.

**B. FINE AGGREGATE** - Sand for aggregate shall, except by permission of the Director of Public Works, be obtained from one source. Sand shall consist of natural sand having clean, hard, uncoated grains, free from injurious amounts of dust lumps, soft and flaky particles, shale, alkali, organic matter, loam, or deleterious matter. Sand shall be of such sizes that it shall all pass a 3/8 inch sieve, and shall be graded from coarse to fine so as to produce the minimum percentage of voids

Grading shall be within the following limits..

Retained on No.4 sieve, not more than 5% by weight.

Retained on No. 16 sieve, 20% to 55% by weight.

Retained on No. 50 70% to 95% by weight.

Retained on No.100 90% to 100% by weight.

With respect to organic A.S.T.M. Method Designation C 40-48 shall give a color lighter than the standard.

**C. CEMENT** - All cement used shall be American Portland Cement, I or II and shall conform to A.S.T.M. Standards, Designation C 150-53. Methods of sampling and testing shall be in accordance therewith.

**D. WATER** - Water shall be clean, free from acid, alkali, vegetable or other organic matter.

**E. JOINT FILLER** -The joint filler shall be of a suitable elastic waterproof material that will not become soft and run out in hot weather, nor hard and brittle and chip out in cold weather, or prepared strips of fiber matrix and bitumen as approved by the Director of Public Facilities. The strips shall be one-half (1/2) inch in thickness, their width shall be at least equal the full thickness of the slab and their length shall be at least equal the width of the slab at joint.

## **5. CONCRETE WORK**

**A. PROPORTION** - Concrete shall be proportioned by weight, dry mixed, of cement, sand and coarse aggregate. The normal size of the coarse aggregate shall be 3/4 inch. The minimum strength of the concrete after 28 days shall be 4,000 pounds per square inch.

### **B. AIR ENTRAINMENT**

A. General: All concrete shall contain air through the use of either air entrained Portland Cement or by use of an air entrainment admixture added at the time of mixing or by a combination of both. The percent of entrained air in the concrete mix shall be 3 to 6 percent. If, during the course of construction, the air content is found to be slightly beyond these limits, the Contractor will be to alter the mix by varying the quantity of air entraining agent or by adjusting the sand content or by adding plain cement, subject to approval.

b. Tests: The method of testing for air content of freshly mixed concrete shall be the standard of the A.S.T.M. Designation C-138.

c. The Contractor shall have test cylinders cast prior to approval of the mix and tested at 7 days and 28 days at his expense. No concrete will be accepted until return of the 7 day tests and approval of the results by the Director of Public Facilities. Thereafter, cylinders will be required for every 25 cubic yards or as Director of Public Facilities. Cylinders shall be standard 6"x12". Compression tests will be made in accordance with A.S.T.M. Designation C 31-57.

**C.TRANSIT MIX CONCRETE** - Transit Mix Concrete shall conform to the A.S.T.M. Specifications C-94-58. The central plant producing the concrete and the equipment transporting it shall be subject to approval. Certificates shall be furnished by the plant producing the concrete for each batch of concrete, certifying that the material conforms to specifications requirements and stating the gallons of water per bag of cement. No changes shall be permitted in the quantity of water per bag of cement unless a recent is given the driver by the purchase or the Director of Public Facilities.

## ORDINANCES

**Section 12.08.190 - *Permit for the Construction of Curbs, Gutters or Walks.*** No person shall construct in any street any new curb or walk, or combined curb and gutter, or driveway approach without first obtaining, from the Director of Public Facilities, a permit in writing so to do. Permits shall be upon blank forms furnished by said Director and shall specify the ownership and location of the property where the work is to be done and the nature and dimensions of such work. All permits must be on the ground during the continuance of the work and must be shown to all authorized persons, when required. All permits shall expire ninety days after the date of issuance unless sooner revoked. The provisions of this ordinance shall not prevent the making without such permit of minor repairs to any existing curb or walk, driveway, or combined curb and gutter, or by the agent of such owner.

**Section 12.08.220—*City Engineer to Furnish Line and Grade.*** Before commencing work under the permit provided in Section 12.08.190, such permit shall be exhibited to the city engineer, who shall furnish the permittee with appropriate line and grade stakes for the work therein contemplated. No work shall be done under said permit until said line and grade shall have been furnished.

**Section 12.08.230 -*Supervisory Power of Director of Public Facilities.*** All work performed under the permit provided in Section] 2.08.190 shall be subject to the supervision and inspection of the Director of Public Facilities or his authorized agent, who shall have full power to halt all work being done in violation thereof and to require all work to be completed in conformance therewith. In the event of the neglect or refusal of the permit tee or his agent to conform to such requirements, the Director of Public Facilities shall have the power to revoke such permit and to complete such work at the expense of the permit tee. Such supervision and inspection shall not relieve the contractor from any obligation to perform the work strictly in accordance with the provisions of this chapter, and with such rules, regulations, and specifications as may be adopted hereunder, or from full responsibility for the proper performance and quality of such construction.

**Section 12.08.240 -*Rules and Regulations, Power to Adopt.*** The Director of Public Facilities and the city engineer shall jointly adopt from time to time, such rules, regulations, and specifications for the conduct of the work to be performed under the permits provided in Section 12.08.190 as they may deem necessary. Such specifications shall incorporate approved standards and practices regarding dimensions and quality of curbs, walks, approaches and combined curbs and gutters, and shall state the proportions and quality of materials to be used in various types of construction. otherwise ordered by the City Council, the rear line of all correspond and be co-extensive with the outer line of the highway along which such walks are constructed.

**Section 12.08.040 -*Regulations as to Curb Corners.*** All curb corners shall be maintained as safety zones for pedestrians. A curb corner shall constitute the area lying within line drawn from the point of intersection two street lines forty-five to a line, produced, bisecting the included angle of such intersecting street lines, except where such included angle is less than ninety degrees, in which case the curb corner shall constitute the area lines drawn from such point of intersection to the respective street lines. There shall be no lowering of the curb within the bounds of any curb corner.

House Bill No. 7527

Public Act 77-385

**AN ACT CONCERNING CURB CUTS.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 7 -118a of the general statutes is repealed and the following is substituted in lieu thereof:

(a) All curbs constructed or replaced by the state or any political subdivision thereof, on or after [ July 1, 1975 ] October 1, 1977, shall be designed with cuts at all reasonable access for the safe and convenient movement of handicapped persons.

Such cuts shall meet the following specifications:

- (1) The cut shall have a surface that is textured and nonslip
- (2) The cut shall be at least thirty-six inches wide
- (3) The cut shall have a slope not greater than four degrees fifty minutes and shall be beveled at the bottom.

(b) ANY CURB NOT CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF SUBSECTION (a) OF THIS ACT SHALL BE BROUGHT INTO COMPLIANCE WITH THE PROVISIONS OF SUCH SUBSECTION BY THE PERSON, PARTNERSHIP OR CORPORATION WHICH CONSTRUCTED SUCH CURB WITHIN NINETY DAYS FROM THE TIME SUCH PERSON, PARTNERSHIP OR CORPORATION KNOWS OF SUCH NONCOMPLIANCE. IN THE EVENT SUCH PERSON, PARTNERSHIP OR CORPORATION FAILS TO ACT IN ACCORDANCE WITH THE PROVISIONS OF THIS SUBSECTION, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WHEREIN SUCH CURB IS LOCATED OR RESPONSIBLE FOR THE CONSTRUCTION OR REPLACEMENT OF SUCH CURB, SHALL BRING SUCH CURB INTO COMPLIANCE WITH THE PROVISIONS OF SUBSECTION (a) OF THIS ACT WITHIN NINETY DAYS FROM THE TERMINATION OF THE PERIOD OF TIME PROVIDED HEREIN FOR SUCH PERSON, PARTNERSHIP OR CORPORATION TO BRING SUCH CURB INTO COMPLIANCE WITH THE PROVISIONS OF SUBSECTION OF THIS ACT.



# STANDARD DETAILS

## INDEX

### SIDEWALK DETAILS

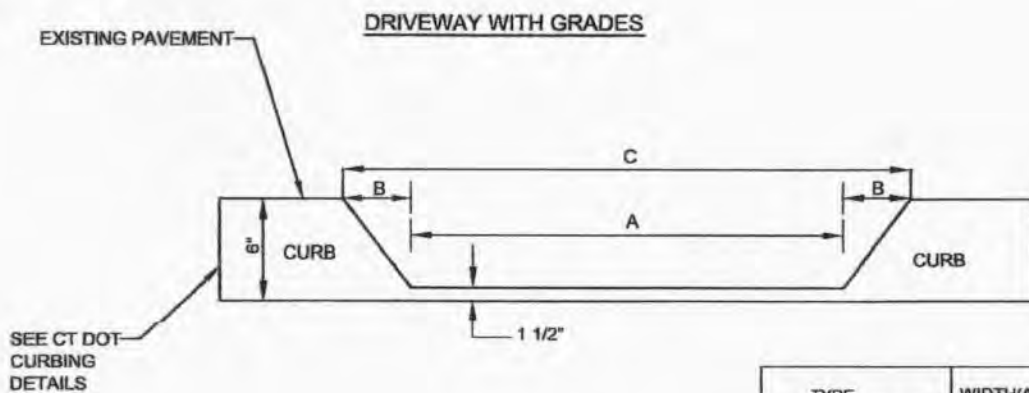
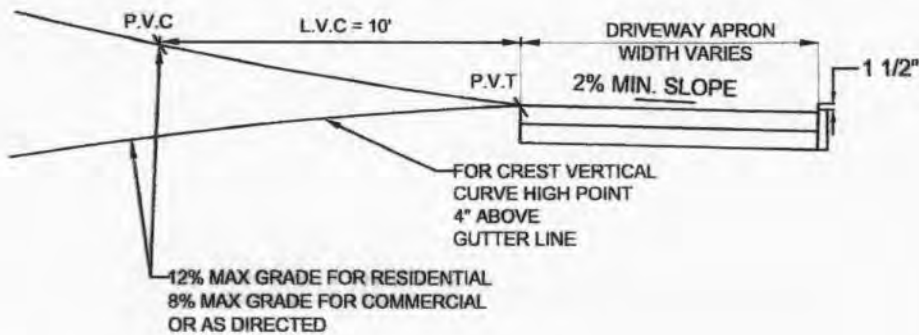
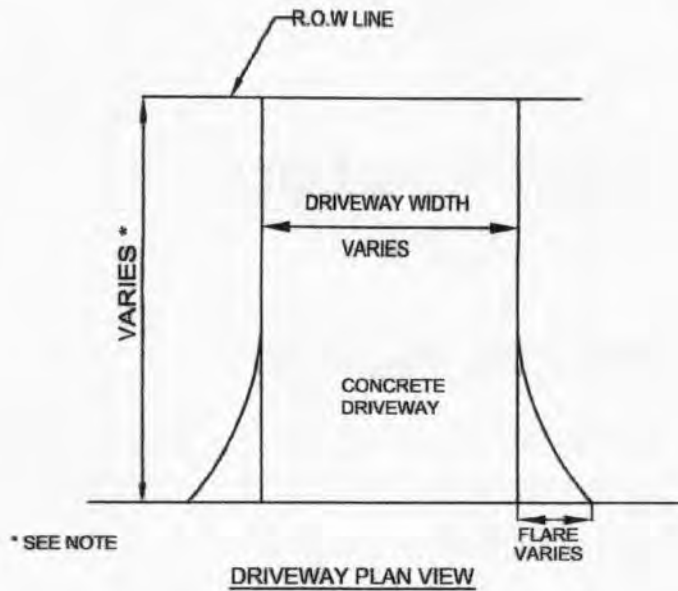
1. CONCRETE DRIVEWAY WITHOUT SIDEWALK ..... SHEET 01
2. NARROW SIDEWALK WITH NO LEVEL LANDING..... SHEET 02
3. WIDER SIDEWALK DRIVEWAY CROSSING .....SHEET 03
4. DRIVEWAY CROSSING WITH SIDEWALK  
ADJACENT TO GRASS PLOT .....SHEET 04
5. CONCRETE & STONE CURB.....SHEET 05
6. LOCAL RESIDENTIAL STREET.....SHEET 06

### CT DOT SIDEWALK RAMP DETAILS

1. SIDEWALK RAMP .....SHEET 1
2. SIDEWALK RAMP .....SHEET 2
3. SIDEWALK RAMP .....SHEET 3
4. SIDEWALK RAMP .....SHEET 4

**NOTES:**

1. DRIVEWAY LENGTH VARIES WITH R.O.W LENGTH.



TYPE	WIDTH(A)	FLARE(B)	TOTAL(C)
ONE, TWO & THREE RESIDENTIAL	20'	2'	24'
MULTI- RESIDENTIAL	24'	3'	30'
COMMERCIAL	30'	3'	36'



CITY OF BRIDGEPORT

REV.	DATE	REVISION DESCRIPTION

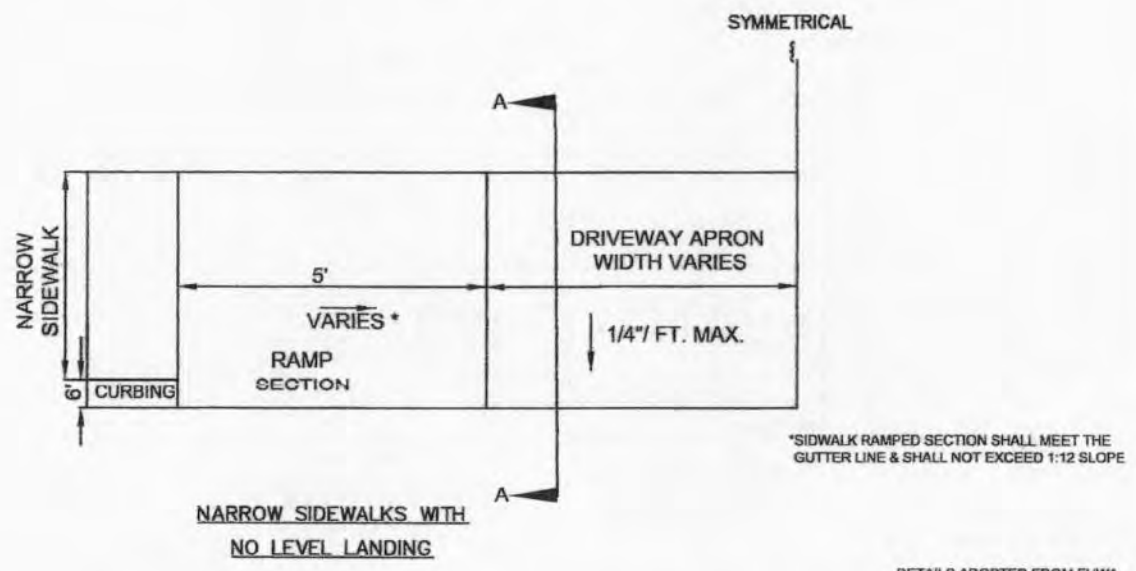
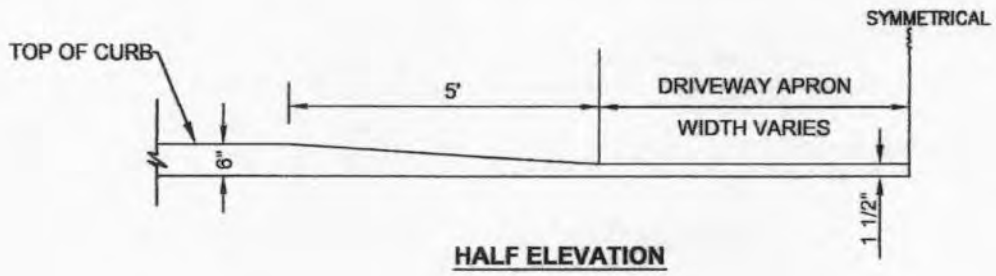
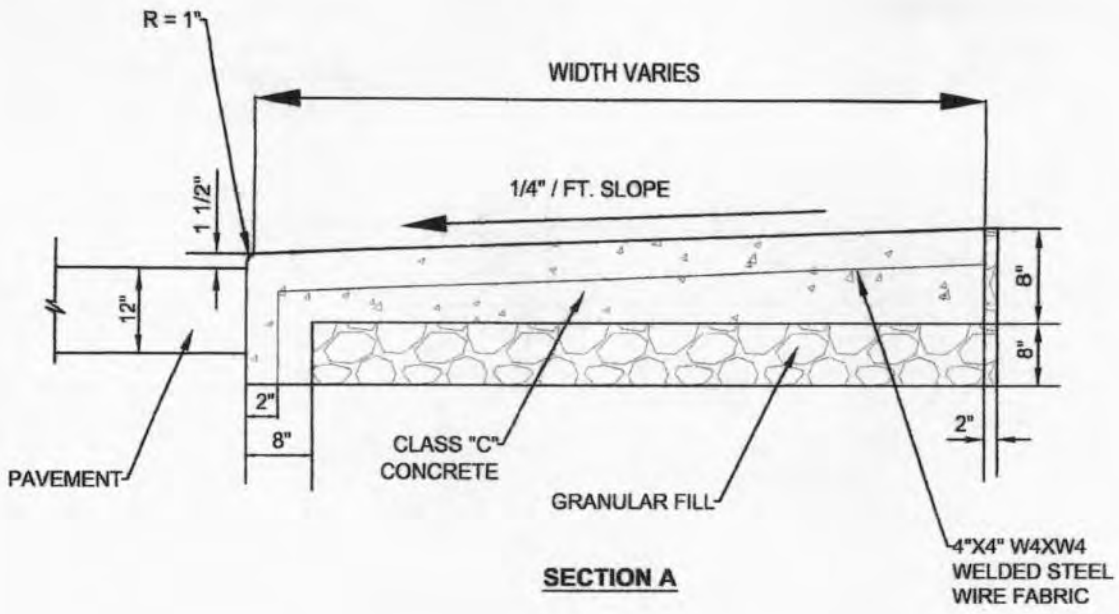
ENGINEERING DEPARTMENT  
CONCRETE DRIVEWAY  
WITHOUT SIDEWALK

SHEET - 01

SCALE: N.T.S

DRAWN BY: MJ

CHECKED BY : JPU & PDP



CITY OF BRIDGEPORT

REV.	DATE	REVISION DESCRIPTION

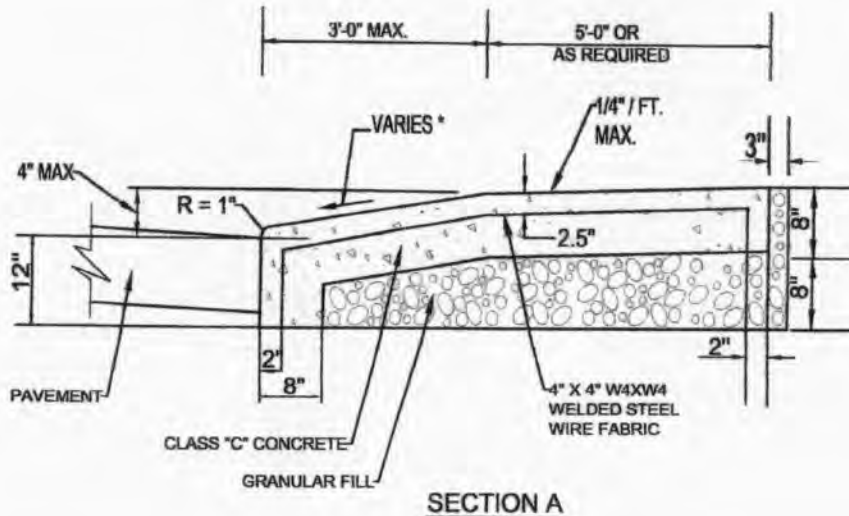
ENGINEERING DEPARTMENT  
NARROW SIDEWALK  
WITH NO LEVEL LANDING

DETAILS ADOPTED FROM FHWA  
ALL SPECS FROM CT DOT FORM 817

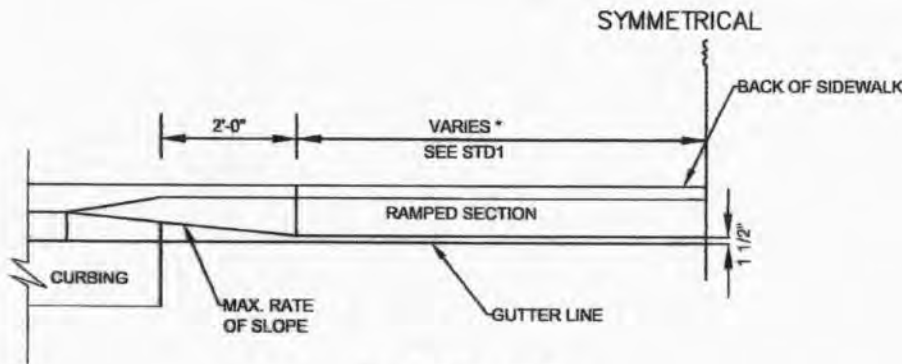
SHEET - 02  
SCALE: N.T.S  
DRAWN BY: MJ

**NOTES:**

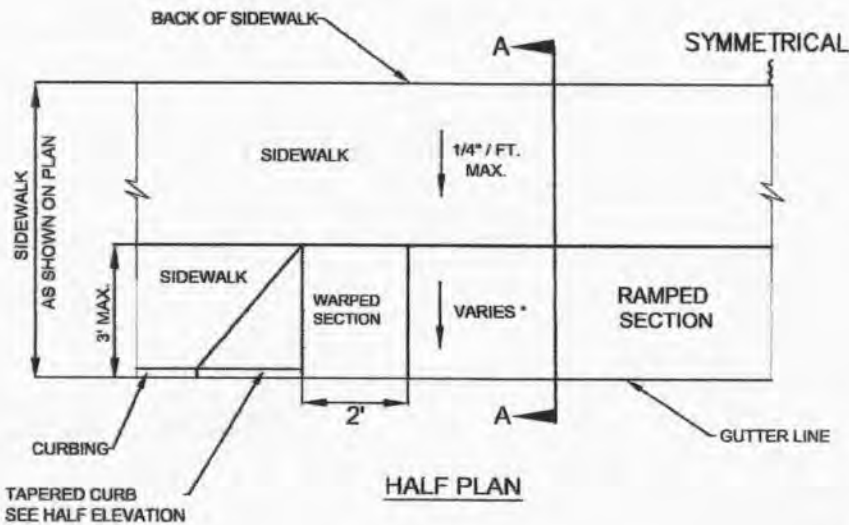
1. Driveway Apron ramped section cross slope shall be designed to meet the existing roadway edge of pavement. Maximum Cross Slope shall meet SHEET-01
2. There shall be no lip at Driveway Sidewalk interface.



**SECTION A**



**HALF ELEVATION**



**HALF PLAN**

ALL SPECS FROM CT DOT FORM 817  
DETAILS ADOPTED FROM CT DOT



CITY OF BRIDGEPORT

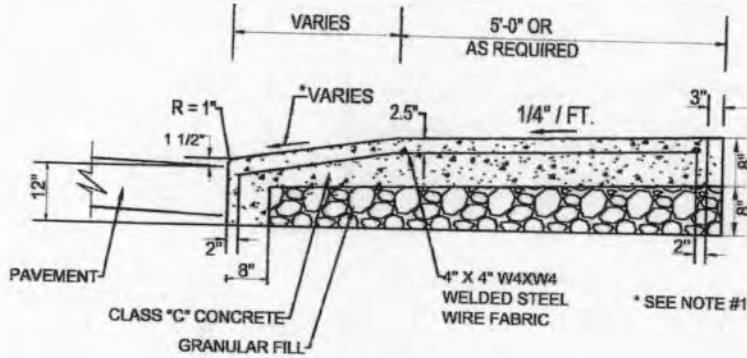
REV.	DATE	REVISION DESCRIPTION

ENGINEERING DEPARTMENT  
WIDER SIDEWALK DRIVEWAY  
CROSSING  
STANDARD DETAIL

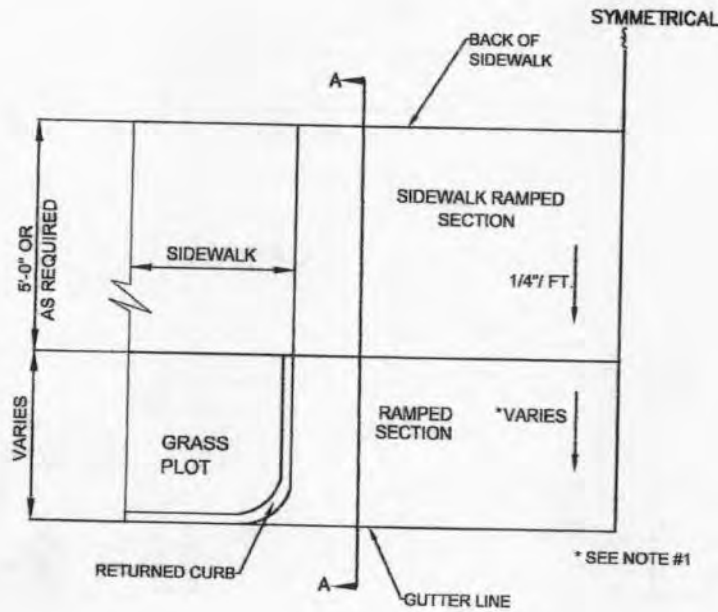
SHEET - 03  
SCALE: N.T.S  
DRAWN BY: MJ

**NOTES:**

Driveway Apron ramped section cross slope shall be designed to meet the existing roadway edge of pavement. See SHEET - 01 for maximum slopes for commercial and residential properties.



**SECTION A**



**HALF PLAN**

**DRIVEWAY CROSSING WHERE SIDEWALK ADJACENT TO GRASS PLOT**

ALL SPECS FROM CT DOT FORM 817

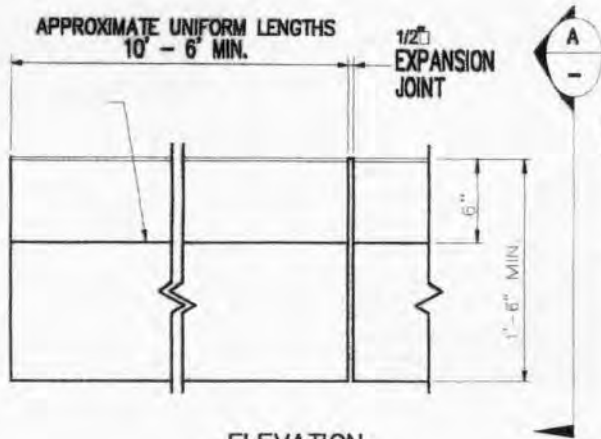


CITY OF BRIDGEPORT

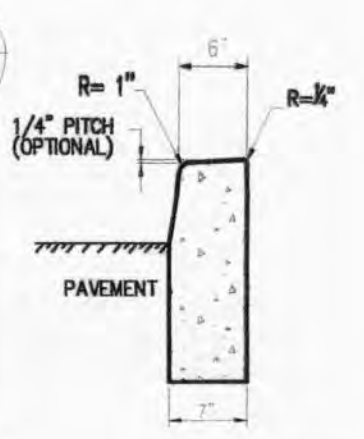
REV.	DATE	REVISION DESCRIPTION

ENGINEERING DEPARTMENT  
 DRIVEWAY CROSSING WITH  
 SIDEWALK ADJACENT TO  
 GRASS PLOT

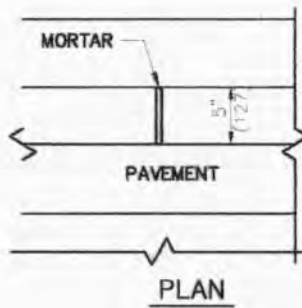
SHEET - 04  
 SCALE: N.T.S  
 DRAWN BY: MJ  
 CHECKED BY: JU & PP



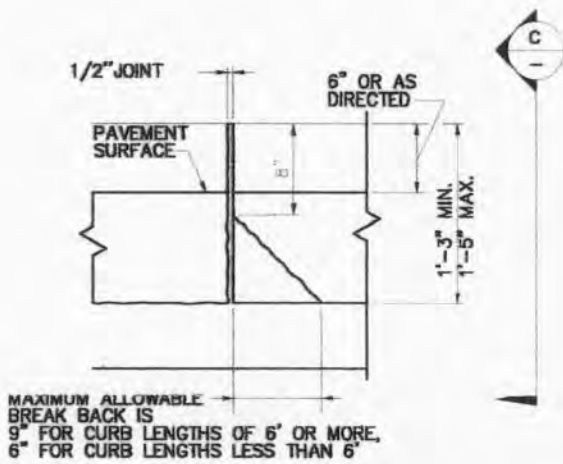
ELEVATION  
6" CONCRETE CURBING



SECTION A



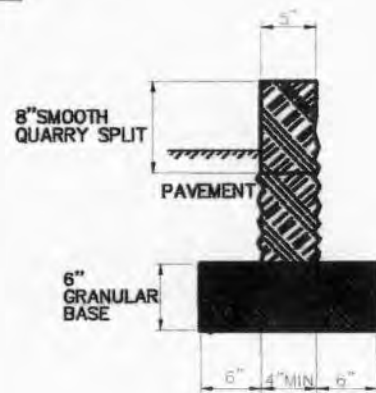
PLAN



MAXIMUM ALLOWABLE  
BREAK BACK IS  
9" FOR CURB LENGTHS OF 6' OR MORE,  
6" FOR CURB LENGTHS LESS THAN 6'

ELEVATION

STONE CURBING



SECTION C

DETAILS ADOPTED FROM CTDOT



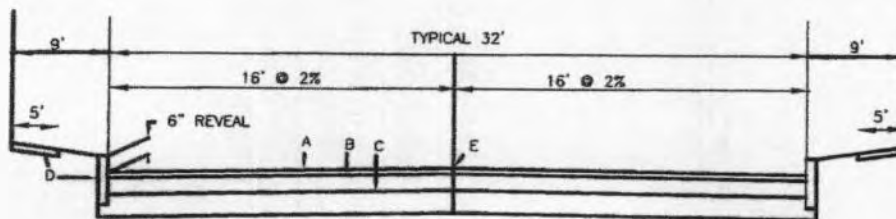
CITY OF BRIDGEPORT

REV.	DATE	REVISION DESCRIPTION

ENGINEERING DEPARTMENT  
STONE & CONCRETE CURB  
DETAILS

SHEET - 05  
SCALE: N.T.S

**LOCAL RESIDENTIAL STREET TYPICAL SECTIONS**  
**STANDARD CROSS SLOPE FROM CROWN TO GUTTERLINE**



- NOTES:**
- A TWO COURSE HOT MIXED ASPHALT PAVEMENT  
2" HMA S0.5  
2" HMA S0.5
  - B 6" PROCESSED AGGREGATE BASE
  - C 6" PROCESSED AGGREGATE SUBBASE
  - D CONCRETE OR GRANITE STONE CURBING  
AND SIDEWALK TO CITY SPECIFICATION
  - E POINT OF APPLICATION - CROWN

**TYPICAL ROADWAY SECTION**

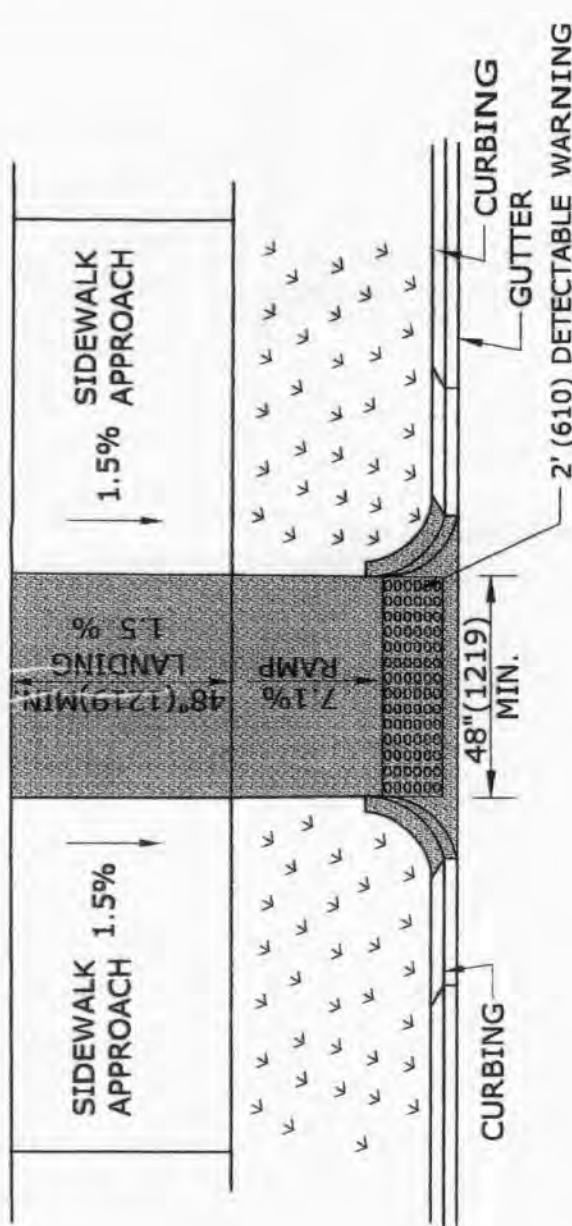
**SHEET - 06**

CITY OF BRIDGEPORT ENGINEERING OFFICE

Drawing Title:

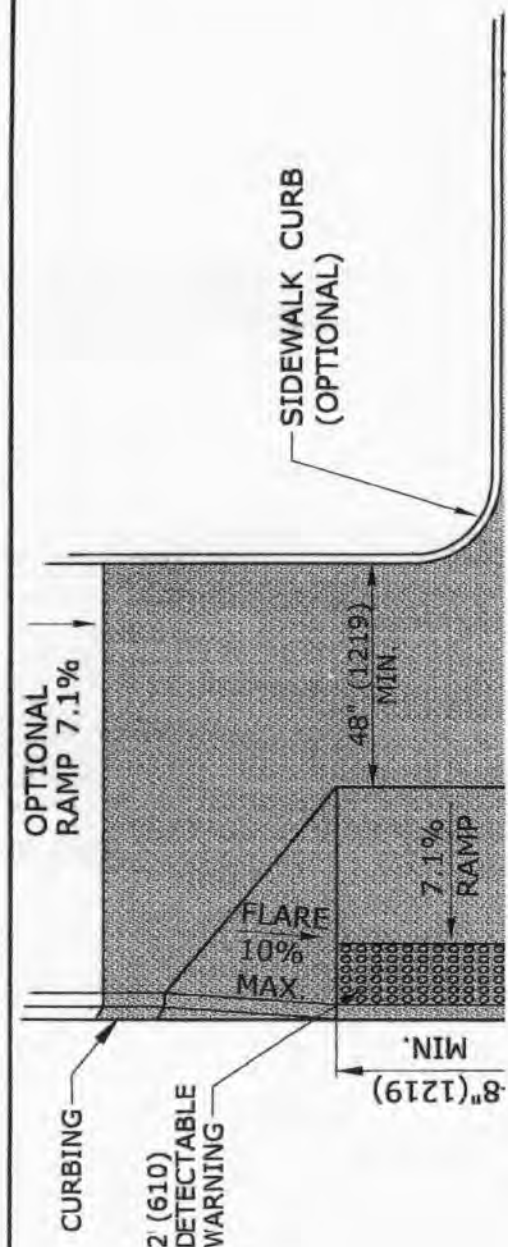
TYPICAL ROADWAY SECTION

- 10. PREFER THE FLOOR SHEET
- 11. TO PEDESTRIAN
- 12. WHERE FLUSH DRIVE
- 13. CONSTANT WHEN THE T
- 14. THE T
- 15. WITH UTILIT
- 16. APPROXIMATE SHALL PEDEST
- 17. APPROXIMATE THE R
- 18. THE R
- 19. FOR P
- 20. FOR P
- 21. WHEN
- 22. SHAD
- 23. OPTIO



**PERPENDICULAR SIDWALK RAMP W/CURB RETURNS / UTILITY GRASS STRIP (TYPE 2a)**

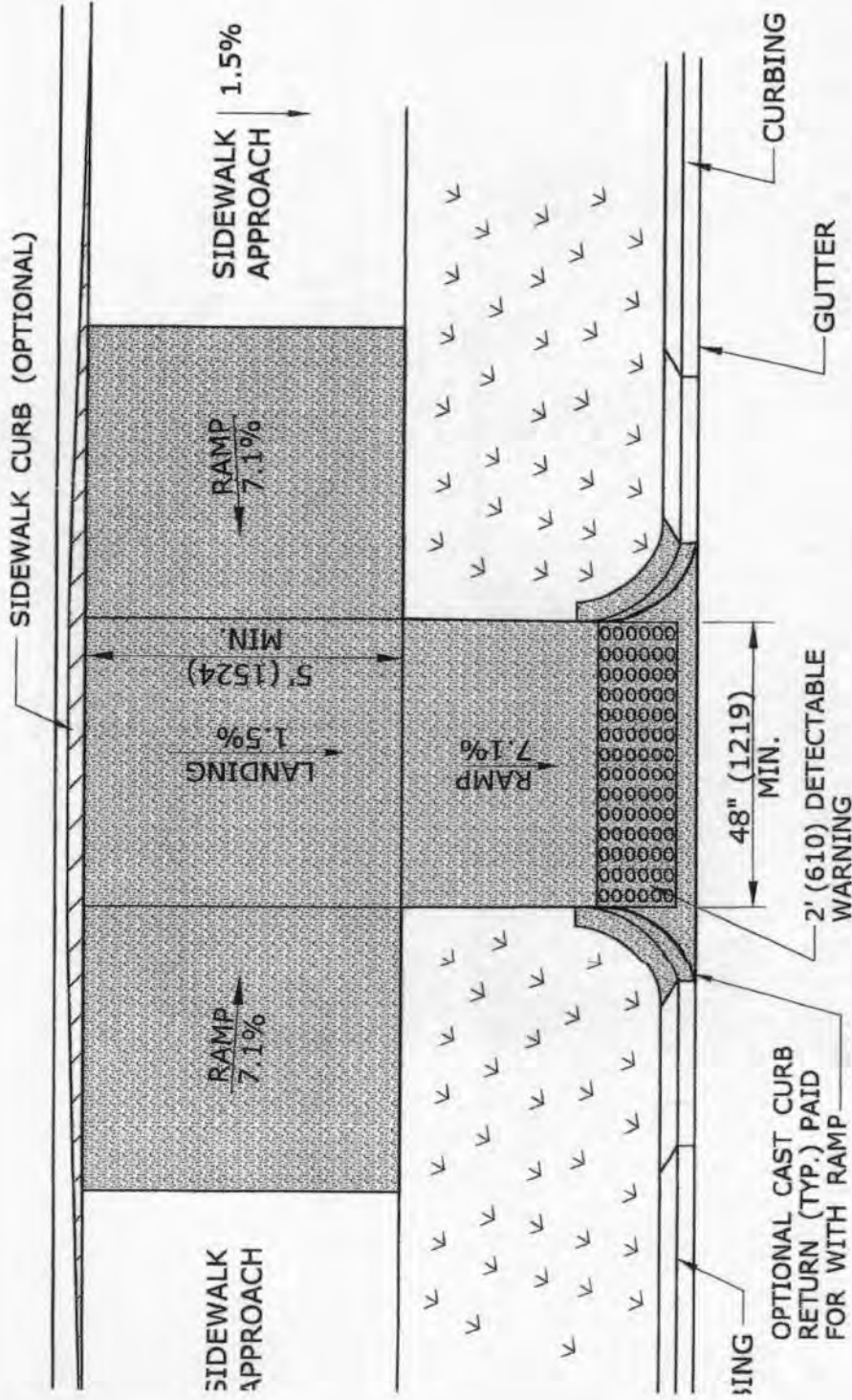
\* OPTIONAL FLARE ONE SIDE OF RAMP



RAMP

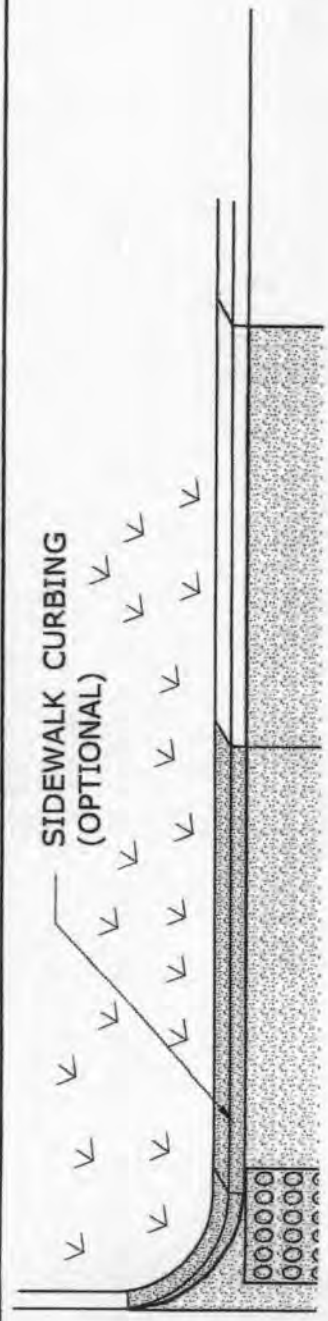
OPTIONAL





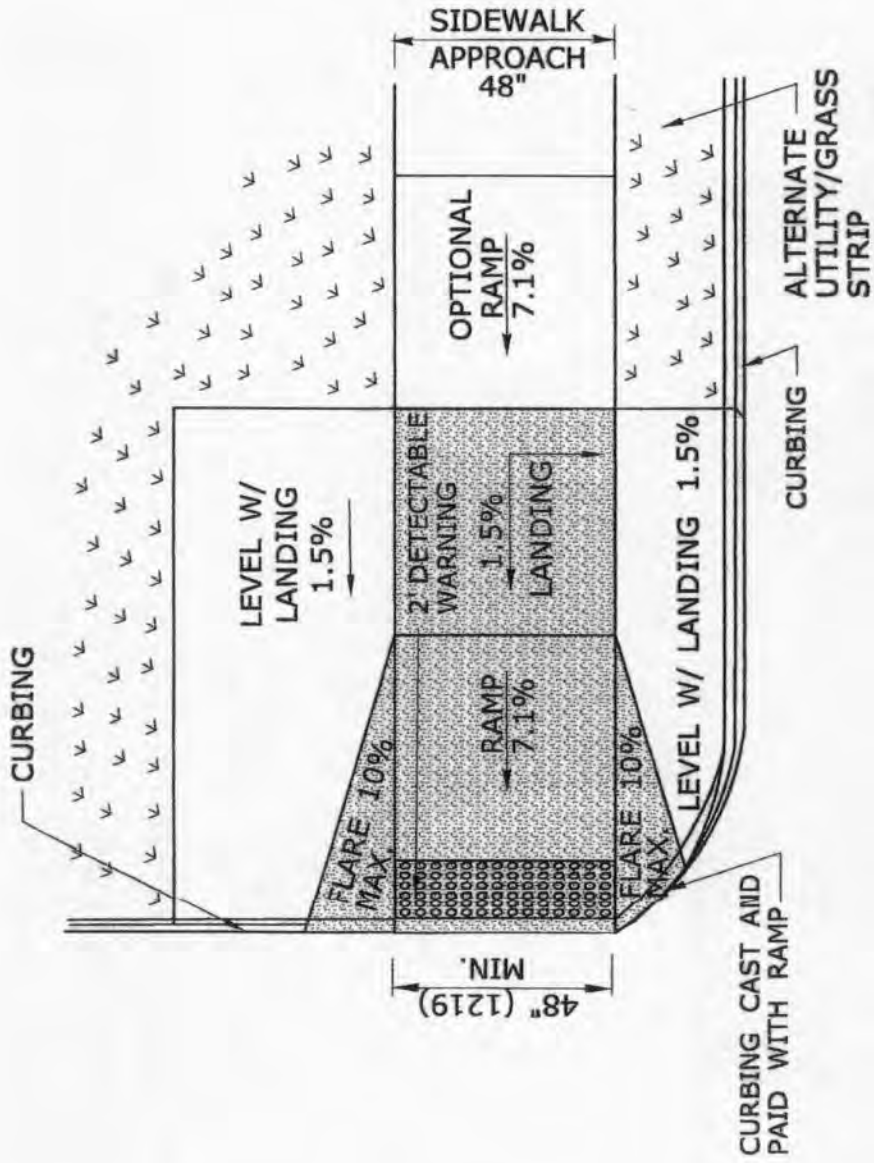
**PARALLEL/PERPENDICULAR SIDEWALK RAMP COMBINATION W/ CURB RETURNS (TYPE 4d)**

\* OPTIONAL FLARE ONE SIDE



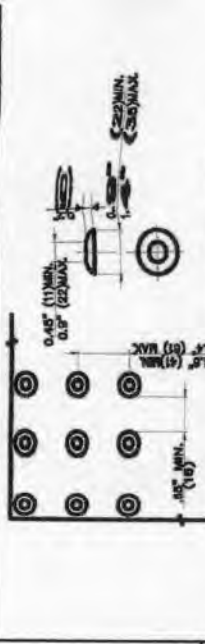
**RESIKIJDIED CUKNEK PAKALLEL DOUBLE SIDEWALK RAMP  
W/CENTER LANDING AND UTILITY GRASS STRIP  
(TYPE 5a)**

\* SEE NOTE 20 SHEET 1

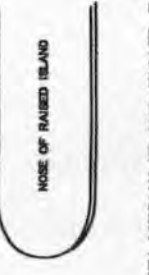


**PERPENDICULAR SIDEWALK RAMP  
ONE DIRECTION ON CORNER  
(TYPE 6a)**

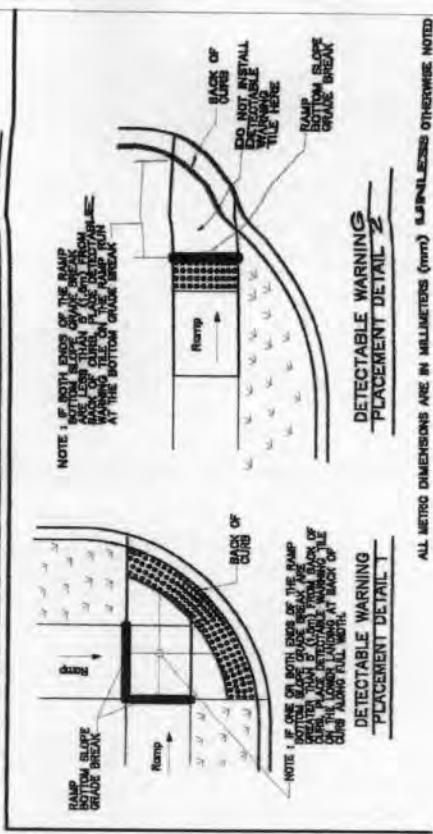
**GENERAL NOTES:**  
 1. RAISED MEDIAN ISLAND WITH A CURB RAMP AT ONE END AND A RAMP AT THE OTHER END AND CUT-THROUGH MEDIAN ISLANDS SHALL BE A MINIMUM OF 4' WIDE AND 4" HIGH. 2' (20) MIN. DETECTABLE WARNING SHALL BE INSTALLED AT THE ENTRANCE AND EXIT. SEE GENERAL NOTES ON SHEET 1.  
 2. SEE GENERAL NOTES ON SHEET 1.



**STANDARD DOME ON DETECTABLE WARNING TILES**  
 DOME SPACING  
 DOME SECTION  
 UPDATED AS PER CITY OF BOSTON STREET STANDARDS



ALTERNATE CROSSWALK WITH MEDIAN ISLAND PULLED BACK

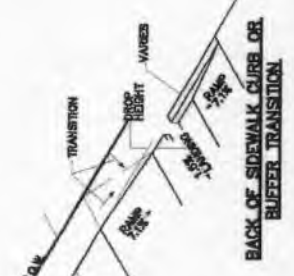


**NOTE 1:** IF BOTH ENDS OF THE RAMP ARE NOT FULL WIDTH, THE RAMP SHALL BE FULL WIDTH AT THE BOTTOM GRADE BREAK.  
**NOTE 2:** IF ONE END OF THE RAMP IS FULL WIDTH, THE OTHER END SHALL BE FULL WIDTH OF CURB THROUGHOUT AT BACK OF CURB ALONG FULL WIDTH.

**DETECTABLE WARNING PLACEMENT DETAIL 1**

**DETECTABLE WARNING PLACEMENT DETAIL 2**

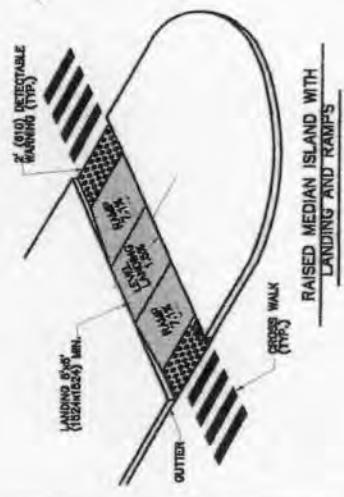
ALL METRO DIMENSIONS ARE IN MILLIMETERS (mm) UNLESS OTHERWISE NOTED



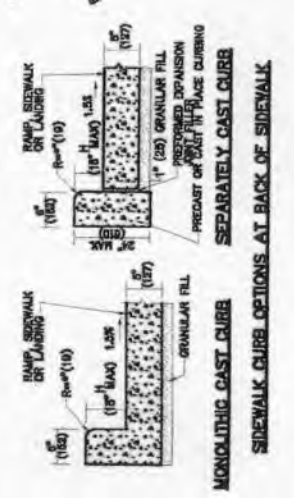
**DETAIL 1: SEE GRADE CHANGE AT ROADWAY INTERFACE**  
 SEE NOTE 1 SHEET HW-401.020



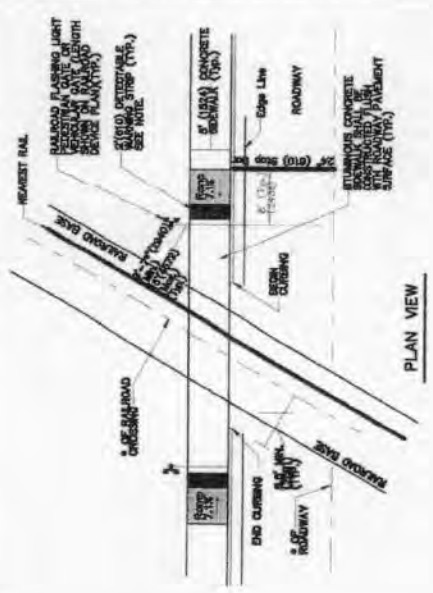
CUT-THROUGH MEDIAN ISLAND



LANDING 5'-0" (1524mm) MIN.  
 RAMP 2' (610) DETECTABLE WARNING (TYP.)  
 CROSS WALK (TYP.)  
 RAISED MEDIAN ISLAND WITH LANDING AND RAMPS



**MONOLITHIC CAST CURB**  
**SIDEWALK CURB OPTIONS AT BACK OF SIDEWALK**  
**BACK OF SIDEWALK CURB OR BUFFER TRANSITION**



PLAN VIEW



ELEVATION VIEW

**DETECTABLE WARNINGS AT RAILROAD CROSSING**  
 NOTE: WHEN NO DATE IS PRESENT, INSTALL DETECTABLE WARNING SURFACE AT THE BACK OF THE CURB OR RAMP. DATE IS PRESENT, INSTALL DETECTABLE WARNING SURFACE AT THE DATE. THE WIDTH OF RAISED ISLAND SHALL BE INSTALLED PARALLEL WITH THE DIRECTION OF PEDESTRIAN TRAVEL.

Exhibit 4

Revocable City Permit to Open Street and License to Occupy Street



OFFICE OF THE  
DEPARTMENT OF PUBLIC FACILITIES  
PERMIT TO OPEN STREET

Date: \_\_\_\_\_

Permit No: \_\_\_\_\_

License No: \_\_\_\_\_

PERMISSION is hereby given to \_\_\_\_\_ To open \_\_\_\_\_ Street, No. \_\_\_\_\_  
For \_\_\_\_\_

Authorization has been granted:

- Whenever any opening or excavation shall be made in any street, highway, public alley or sidewalk, the pavement surface shall only be disturbed within the area requiring excavation for repair, replacement or new installation.
- The area to be excavated shall be precut in straight lines with 90 degree angles at the point of intersection. Permit Holder is responsible for all utility and service line markings.
- Immediately after excavation and in the backfill process, the backfill shall be of suitable material and subject to the approval of the State Department of Transportation and the Department of Public Facilities and in the manner directed by the Director of Public Facilities or his authorized representative and compacted in six (6) inch layers to within four (4) inches of pavement surface, tamping (compaction) two (2) inches and filling in two (2) inches to the top, sealing the patch all around and at the level of the surrounding surfaces. All edges shall have a clean cut vertical face. **TEMPORARY PATCHES ARE REQUIRED IMMEDIATELY AFTER EXCAVATION.**
- The licensed permit holder or person, Utility company or authorized corporation hiring the licensed permit holder making such opening or excavation is responsible for maintaining the temporary patch and permanent pavement patch for a period of five (5) years thereafter the permanent pavement patch is made.
- If any such opening or excavation shall not be refilled and maintained safely and in repair, it shall be the duty of the Director of Public Facilities or his authorized representative to do such refilling and to make such repairs and to charge the expense thereof against the surety, licensed permit holder, property owner, Utility company, Water Pollution Control Authority or authorized corporation hiring the licensed permit holder making such opening or excavation, together with a penalty of \$100.00 per day, per violation, for each day the violation continues, which shall be collected by the City Attorney jointly and severally by any proper action.
- All materials used for temporary patches and permanent pavement replacement patches must meet the State Department of Transportation Requirements and the approval and satisfaction of the Director of Public Fidelities or his authorized representative.
- Permits for an opening, excavation or restoration issued to any property owner, licensed permit holder, utility company or corporation hiring the licensed permit holder shall be \$50.00 each. **Permits must be with the person on the job sight.**
- Licenses are \$25.00 for street excavation issued upon receipt of a performance bond on the City of Bridgeport bond form together with certificate of insurance covering liability and workmen's compensation when applicable. A license and permit are also required for excavation or restoration of a curb or sidewalk for additional fees.
- Any violation of this permit or the city ordinances regarding, excavations or restoration of openings may be subject to license revocation and/or a penalty of \$100.00 per day, per violation, for each day the violation continues.
- Police protection if required, or the use of certificate of agents authorized by the Police Department, shall be the responsibility of the permit holder.
- The excavation should be properly barricaded to insure safety to the traveling public and immediately reported to the Department of Public Facilities for inspection.
- This Permit shall be effective immediately upon issuance and shall expire as set forth below.
- All contractors will inform Public Facilities Department for inspection 24 hours before Permanent Pavement. Please call (203) 576-7791 for inspection.**
- Excavations greater than 100 feet in length requires DAILY TRENCHING LOG to be completed and delivered to Public Facilities within 14 hours of each day's work.**
- No Tunneling Allowed

Restoration Date: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

Permit Fee: \_\_\_\_\_

C.B.Y.D. # \_\_\_\_\_

***This Permit Valid for 30 days from issue date.***

Clerk: \_\_\_\_\_



# CITY OF BRIDGEPORT

Office of Director of Public Facilities

Permit No: \_\_\_\_\_

PERMISSION is hereby given to \_\_\_\_\_ to occupy, \_\_\_\_\_ feet in width from the street line, in front of premises \_\_\_\_\_ (Address) for Building materials for the 30 days, subject to the provisions of the City Ordinances and the regulations of said Director.

It is the condition of this License that no signs of any kind shall be placed on fence or barricade in front of premises for which this permit is granted. Any violation of this condition shall work as a revocation of this license

Permit Fee: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

Clerk: \_\_\_\_\_



*City of Bridgeport*  
INFORMATION TECHNOLOGY SERVICES


City Hall  
45 Lyon Terrace, Bridgeport, Connecticut 06604

COMM. 134-22 Ref'd to Contracts Committee on 10/02/2023.

Joseph P. Ganim  
Mayor

Curtis J. Denton  
Director

TO: City Council

FROM: Curtis Denton  
ITS Director 

DATE: September 27<sup>th</sup>, 2023

RE: Referral to Contracts Committee  
Contract with BerryDunn, Permitting Process Study

For your consideration, the attached resolution and contract would authorize the city to perform a Permitting Process study with Berry, Dunn, McNeil & Parker, LLC (BerryDunn). We would ask that these items be referred to the Contracts Committee for its next meeting on September 12th, 2023.

This project is an independent and comprehensive analysis of the permitting process. The departments involved in the process include the Building Department, Zoning Department, Engineering Department, Fire Marshal's Office, License & Permitting Division, Housing Code Division, Environmental Health Division, Anti-Blight Division, and Parks Department. The scope of this project is a final report that includes a summary of the analysis undertaken, relevant data, and specific recommendations regarding operational procedures, policy, management, and resources to include, staffing, technology, and facilities enhancements for the city to consider and implement to improve the process.

BerryDunn is the chosen vendor for this project and has demonstrated their extensive experience in performing comprehensive analysis in the permitting process and the success of the recommendations being implemented to improve the process.

RECEIVED  
CITY CLERK'S OFFICE  
23 SEP 27 PM 2:15  
ATTEST  
DANY G. CLERK

## RESOLUTION

**WHEREAS**, the City published a request seeking an independent comprehensive analysis of the city permitting process; and

**WHEREAS**, the scope of the project is a final report that includes a summary of the analysis undertaken relevant data and specific recommendations regarding operational procedures, policy, management, and resources.

**WHEREAS**, to include, staffing, technology, and facilities enhancements for the city to consider and implement to improve the overall permitting process.

**WHEREAS**, Berry, Dunn, McNeil & Parker, LLC responded to the solicitation and was deemed the most responsive and qualified applicant; and

**WHEREAS**, the City Attorney has drafted and reviewed the Professional Services Agreement (Agreement);

**WHEREAS**, the Agreement establishes a project budget of \$84,620, with a completion of a maximum of six (6) months from the execution of contract;

**NOW, THEREFORE, BE IT RESOLVED**, that the Bridgeport City Council approves the attached Agreement between the Consultant and Information Technology Services (ITS);

**BE IT FURTHER RESOLVED** that the City is hereby authorized and empowered to enter into the Agreement attached hereto and made a part hereof; and in furtherance thereof the Mayor, or his designees, the Director of ITS, are expressly authorized and empowered to execute the Agreement, and such other documentation as reasonably necessary to facilitate the project.



## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** between the parties dated the \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Agreement") is hereby entered into between **Berry, Dunn, McNeil & Parker, LLC** a limited liability company organized under the laws of the State of Maine, with offices at 2211 Congress Street Portland, Maine 04102-1995 (the "**Consultant**") and **the City of Bridgeport**, with offices at 999 Broad Street, Bridgeport, Connecticut 06604 (the "**City**").

WHEREAS, the City published a request for Proposals #COX02923A on or about September 14, 2022 seeking a comprehensive analysis of the City's permitting process, which is attached hereto as Exhibit A and its terms incorporated herein ("**RFP**"); and

WHEREAS, the Consultant submitted its proposal dated October 12, 2022 ("**Proposal**"), which is attached hereto as Exhibit B and its terms incorporated herein incorporated by reference; and

WHEREAS, the Board of Public Purchases reviewed the solicitation and selection process at their meeting on November 9, 2022 and approved said process; and

WHEREAS, the City selected the Consultant based upon its qualifications and Proposal and the statements and representations made therein;

WHEREAS the Consultant agrees to commence its services and perform the same in accordance with this Agreement and as specifically directed by the City.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

The above recitals are incorporated by reference into the body of this Agreement with full legal force and effect.

1. General Undertaking; Party Representatives.

(a) The parties are entering into this Agreement for the purposing of engaging the Consultant to perform a comprehensive analysis of the City-wide permitting process with recommendations for improvement accompanied by cost projections (the "**Services**"). The Consultant's specific activities shall consist of those set forth in Exhibits A and B.

(b) The Consultant's representative ("**Consultant Representative**") at the inception of this Agreement is Kevin Price and the City's representative ("**City Representative**") is Curtis Denton. Any subsequent changes shall be made in writing to the other party. These party representatives will coordinate and cooperate in connection with the performance of the Consultant's Services hereunder, necessary access to City property, and the like. The City Representative shall have no power or authority to make any material changes to this Agreement including but not limited to material changes to the term, scope, price, payment or other provisions thereof.

2. Term of Engagement; Schedule.

(a) Term. This Agreement shall commence on such date that is set forth in a notice to proceed ("**Notice to Proceed**") and shall continue in full force and effect for a term of three (3) months, or until the Services are completed according to this Agreement, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through earlier termination of the Term for Services that have been completed in accordance with the terms of this Agreement and which the City has accepted in due course. Notwithstanding the Term as set forth herein, City in its sole discretion may extend the term for up to one additional three (3) month period for a total maximum Term of six (6) months. Consultant agrees that TIME IS OF THE ESSENCE for all Services performed under this Agreement.

(b) Schedule. The parties agree that the Services to be provided under this Agreement shall be completed no later than three (3) months from the date set forth in the Notice to Proceed ("**Completion Date**"), unless extended by the City in accordance with subsection (a), above. The Schedule shall be in accordance with that set forth in Consultant's Proposal (approximately pages 9-12), titled Project Work Plan. TIME IS OF THE ESSENCE.

3. Compensation; Record of Activities. The amount of record keeping shall depend upon the basis for compensation ("**Compensation**"), which may be, for example, a time-and-materials basis, lump sum, lump sum with a not-to-exceed, cost-plus, etc. When the basis for Compensation is time and materials, the Consultant shall maintain contemporaneous records of the Services performed, maintained according to hours spent by each employee on the tasks performed, containing sufficient detail as requested by the City, which records shall be submitted with the Consultant's invoices, or unless otherwise directed by the City. The parties understand that the Consultant will receive Compensation for its Services in four equal installments: twenty five percent (25%) of the total Compensation shall be paid to Consultant upon its commencement of work on Phase 1 of the Schedule; twenty five percent (25%) of the total Compensation shall be paid to Consultant upon its completion of work on Phase 1, of the Schedule and City's certification of completion; twenty five percent (25%) of the

total Compensation shall be paid to Consultant upon its commencement of work on Phase 2 of the Schedule; and twenty five percent (25%) of the total Compensation shall be paid to Consultant upon its completion of work on Phase 2 of the Schedule and City's certification of completion. The maximum not-to-exceed amount of the Compensation is Eighty-Four Thousand Six Hundred Twenty Dollars and 00/00 (\$84,620.00), in accordance with its Cost Proposal attached hereto as part of Exhibit B. Unless otherwise stated, the work Schedule shall be considered a material part of this Agreement.

4. Source of Funds; Payment.

(a) Source of Funds. The City's General Fund is the source of funding for this Agreement.

(b) Payment. The Consultant shall submit complete invoices with all backup documentation as required by this Agreement, to the City on a monthly basis for the prior month's Services rendered and any permitted reimbursable expenses, which invoices the City shall pay within forty-five (45) days of receipt. The City shall pay all undisputed portions of such invoices until the disputed portion is resolved.

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

6. Proprietary Rights. The City does not anticipate that the Consultant will develop or deliver to the City anything other than the Services and certain written reports or recommendations. With regard to the Services performed, the City shall own all right, title and interest in such Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City. Alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects. Notwithstanding anything contained in the foregoing to the contrary, the Consultant acknowledges that in the performance of its Services, it possesses all rights, proprietary and otherwise, utilized in rendering such Services and represents and warrants that it

has a license to use the proprietary or other rights owned by a third party, which license shall be provided to the City on written request.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential or as a draft ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the party, (ii) information already in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it, (iv) information required to be disclosed under the Connecticut Freedom of Information Act, or (v) information required to be disclosed under court order.

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

8. Non-Circumvention. The Consultant shall not hire or employ a City employee involved in this Agreement as an employee of the Consultant until one (1) year following the expiration of the Term of this Agreement and such Consultant shall ensure that such former City employee shall be obligated to observe the requirements for non-disclosure of Confidential Information contained herein.

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

10. Representations and Warranties.

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

(a) The Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement, has in its employ or will hire qualified and trained personnel to perform the Services required, and agrees to perform a substantial portion of the Services as required by City ordinance.

(b) The Consultant represents that it can commence the Services promptly as set forth herein and shall complete the Services in a timely manner according to the Schedule approved by the City.

(c) The Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

(e) The Consultant shall not subcontract any of its Services to third parties without prior written notice to the City and receipt of the City's prior written consent and shall ensure that any such subcontractor provides evidence of insurance as required of the Consultant herein prior to the subcontractor rendering any of its services.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees, agents or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or that reflects on the Consultant's business integrity or honesty that resulted or may result in the imposition of a monetary fine in excess of \$10,000, injunction, criminal conviction or other penal sanction longer than one (1) year, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner pursuant to the Standard of Care applicable to such Services within the State of Connecticut and shall diligently pursue the completion of same in accordance with the terms of this Agreement.

(h) The Consultant represents that it possesses all licenses and permits that may be required to perform the Services required by this Agreement.

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

These representations and warranties shall survive the Term of this Agreement.

#### 11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available at law or in equity.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF PROVISIONS REGARDING PROPRIETARY RIGHTS, CONFIDENTIAL INFORMATION OR NON-CIRCUMVENTION, NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

12. Notices. Notices sent to either party shall be effective (a) on the date delivered in person by hand, (b) by overnight mail or delivery service or (c) on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the City:

Curtis Denton  
City of Bridgeport  
Margaret E. Morton Government Center  
999 Broad Street, Second Floor  
Bridgeport, Connecticut 06604

with a copy to:

City Attorney  
Office of the City Attorney  
999 Broad Street, Second Floor  
Bridgeport, Connecticut 06604

If to the Consultant:

At the address specified above.

13. Termination For Default; Termination For Convenience.

(a) Termination For Fault. This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement upon the giving of thirty (30) days prior written notice if the other party breaches any material provision hereof and fails after receipt of written notice of default to correct or cure such default unless the defaulting party details in writing to the other within such 30-day period the reasons why such default cannot be so corrected or cured within that time, whereupon the non-defaulting party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action to completion in a manner reasonably acceptable to the non-defaulting party in the exercise of its commercial business judgment, reasonably exercised. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to such party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations regarding Confidential Information, Injunctive Relief, Non-Circumvention or Representations and Warranties.

(b) Termination For Convenience. The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination, which shall not affect the City's obligations for the payment of Compensation for Services rendered in compliance with this Agreement in the ordinary course through the date of termination.

14. Resolution of Disputes and Choice of Law.

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

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

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data under applicable law, agrees to comply with the security requirements imposed by the United States Government or any state or local government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other State or local government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

(a) Indemnification. The Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities performed in connection with Services rendered under this Agreement and alleging bodily injury, personal injury, property damage to the extent the Consultant is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the



Consultant and the City. The Consultant shall not be responsible for indemnifying the City for the City's own negligence.

(b) Insurance Requirements: (1) The following insurance coverage is required of the Consultant and it is understood that the Consultant shall require similar coverage from every subcontractor or subconsultant in any tier according to the work or Services being performed and shall ensure that the City is named as additional insured with notice of cancellation **by policy endorsement** in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence/\$2,000,000 aggregate and \$500,000 property damage.

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

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

Professional Liability/Errors & Omissions with limitations of a minimum of \$1,000,000 per occurrence.

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

Cancellation notice—The City shall be entitled to receive from the insurance carriers **by policy endorsement** not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage

to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall Annex, 999 Broad Street, Bridgeport, Connecticut 06604.

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

Additional Insured—The Consultant and its permitted subcontractors shall arrange with their respective insurance agents or brokers to name the City, its elected and appointed officials, officers, department heads, employees and agents on all policies of primary and excess commercial general liability and automobile liability insurance coverages as additional insured parties **by policy endorsement** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this Agreement and periodically thereafter, but in no event less than once during each year during the Term of this Agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance. Such certificates shall designate the City in the following form and manner:

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

18. Non-discrimination. The Consultant agrees not to discriminate or permit discrimination against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a (now C.G.S. 4-60a) of the Connecticut General Statutes and any amendments thereto. This Agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and other Executive Orders that may apply from time to time and, as such, this

Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

19. Communications. All communications to the City shall be made orally or in writing to Curtis Denton or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

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

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Consultant without the City's prior written consent which may be withheld in the exercise of its commercial business judgment and any attempt to the contrary shall be void.

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, health emergency or pandemic, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other

persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

(e) Partial Invalidity. Any provision hereof found by a court of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

(f) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(g) Headings. Headings are for reference purposes only and have no substantive effect.

(h) Survival. All representations, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(i) Precedence of Documents. In the event there is any conflict between this Agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

(j) Property Access. The parties understand that it is the City's obligation to obtain legal access to City property or other property where the Consultant's Services are to be performed. The Consultant shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the City in writing.

(k) Authority. The person executing this Agreement on behalf of the Consultant is duly-authorized to do so. The person executing this Agreement on behalf of the City is duly-authorized to do so.

(l) Electronic Signatures. This Agreement, and any related documents entered into in connection with this Agreement may be signed electronically by facsimile, email, or other electronic medium and will be treated in all respects as having the same force and effect as original signatures.

(j) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

**IN WITNESS WHEREOF**, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly-authorized representatives.

**CITY OF BRIDGEPORT**

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

By: \_\_\_\_\_  
Name:  
Title:

**CONSULTANT**

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

By: \_\_\_\_\_  
Name: Kevin Price  
Title:  
duly-authorized

**Exhibit A**  
**RFP**

**REQUEST FOR QUALIFICATIONS**  
*with* **SEALED PRICE PROPOSAL**

**COX02923A**

**BUILDING PERMITTING PROCESS ANALYSIS**



**CITY OF BRIDGEPORT**  
**DEPARTMENT OF PUBLIC PURCHASES**  
**999 BROAD STREET**  
**BRIDGEPORT CT 06604**

**2PM, WEDNESDAY, OCTOBER 12, 2022**

**COX02923A**

**Building Permitting Process Analysis for the City of Bridgeport CT**

.....

Sealed submissions for a comprehensive review of the **Building Permitting Process for the City of Bridgeport** will be received by the **Department of Public Purchases, 999 Broad Street, 2<sup>nd</sup> Floor, Bridgeport, CT 06604** until **2:00 p.m. on Wednesday, October 12, 2022**

The City of Bridgeport is seeking proposals from qualified firms to provide an independent process analysis and review of the City's current overall building permitting process. Each qualified respondent is to provide a submission along with a SEALED price proposal in conformity with the terms of this Request for Qualifications with Sealed Price Proposal, herein referred to as *RFQ/P* by the deadline of 2pm, Wednesday, October 12, 2022. The respondent selected by the City, pursuant to the terms of this RFQ/P & the City's contracting procedures, is referred to herein as the *Contractor*.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

All Contractors located or owning property in the City of Bridgeport shall assure that all real and personal property taxes are paid.

It is hereby understood, agreed, and acknowledged that upon award of the successful respondent, the undersigned shall be bound and obligated to perform for the City of Bridgeport in accordance with the Terms, Obligations, Conditions, and Specifications as set forth in this RFQ/P. Any changes, revisions or alterations of the Terms, Conditions, and Requirements herein shall deem this document to be null and void.

The successful awardee will enter into a professional services agreement approved by the Office of the City Attorney.



## RFQ/P SPECIFICATIONS

### INTRODUCTION

The City of Bridgeport (City) is seeking a qualified firm to provide an independent process analysis and review of the City's current building permit process. Departments involved in the process include Building Department, Zoning Department, Engineering Department, Fire Marshall, License & Permitting Division, Housing Code Division, Environmental Health Division, Anti-Blight Division, and Parks Department.

### GENERAL PROJECT OVERVIEW

The City of Bridgeport strives to provide a very high level of service and ease of process for its citizens, businesses, and development communities.

The City has identified the need for a comprehensive permitting process analysis with an intentional goal to improve development services efficiency and enhance the internal and external customer experience. The city is seeking a qualified consulting firm to provide an independent analysis relative to the city's current permitting process.

The process of mapping and analysis desired is multidisciplinary and will require coordination across several departments and functions within the City. The City is open to discussion with the successful respondent about the order and sequence of the specific processes for process mapping, analysis, and recommendations for improvement, including easing the process of some homeowner applications i.e., fence permit.

The City desires a review, including but not limited to, current organization, management, policies, and processes as they relate to the components of development proposals, intra departmental consultation, plan review, permitting, inspection and code enforcement, which is required for all public and private development related projects.

The successful respondent will conduct an operational analysis of and provide recommendations for improvements in efficiency and customer service among numerous processes and areas of service within the permitting process.

The City ultimately expects a final report that includes a summary of the analysis undertaken, relevant data and specific recommendations regarding operational procedures, policy, management, and resources to include, staffing, technology resources, and facilities enhancements for the City to consider and potentially implement.

## **GENERAL OVERVIEW OF THE CITY**

The City of Bridgeport is in Fairfield County and is approximately 60 miles east of New York City on the northern shore of Long Island Sound. With a 2020 US Census population of 145,014 residents Bridgeport is the largest city in the State of Connecticut. The City is part of the New York combined statistical area and is the fifth largest city in New England.

Bridgeport has a Mayor-Council form of government. There are 20 council members: two council members from each of the ten districts.

The City has a Police Commission, Fire Commission, Ethics Commission, Historic District, Planning and Zoning, Zoning Board of Appeals, Board of Public Purchases, Bridgeport Housing Authority, Parks Commission, Library Board, Board of Education, and the Water Pollution Control Authority. Each section of the City has an NRZ executive board which meets once a month with residents and local business leaders.

## **BACKGROUND**

The City strives to work collaboratively with its citizenry, development community, and related City departments to review all development proposals and then present them to the appropriate agency for consideration, to prepare comprehensive plans, master plans, and strategic plans for future development consideration, and to permit, inspect and approve development improvement projects within the community.

City of Bridgeport staff that participates in the City's development services are responsible for plan review and permitting and the inspection of development projects to ensure compliance with various federal, state, and local regulations, ordinances, and standards, including ADA Accessibility compliance. Development service provider staff consists of Engineers, Planners, Zoning Officials, Building Officials, Site Inspectors, and Administrators in multiple departments within the City.

The City's focus on development activity for construction development proposals includes system resources dedicated to enforcing zoning compliance, site compliance, State stormwater compliance, Federal flood zone compliance, State building code (Building, Plumbing, Mechanical, Electrical) compliance, State Fire Code compliance, and the oversight of various infrastructure maintenance and improvement for public projects within the city limits. These systems are all complex and involve many regulatory requirements and coordination with various state and local agencies.

The City's Building Division has distinct responsibilities in the permit and inspection processes of construction development. They are responsible for oversight of construction development, which includes the issuance of building permits and the provision of field inspections to determine compliance. Other staff members, housed in the Planning Division (zoning, site, and design compliance), the Parks and Recreation Department (landscaping/site compliance), the Fire Marshall's office (Fire Code compliance), and the Public Works Department (Engineering Division-environmental, civil site and traffic compliance), assist with this process.

## **BACKGROUND** *cont.*

Planners administer the Subdivision Ordinance, receive applications, issue permits, and provide plan review services to ensure compliance with the Boards and Commission Conditions and Approvals and the Land Management Ordinance.

Zoning Officials provide plan review and inspection services to ensure compliance with the Land Management Ordinance and compliance with the Boards and Commission Conditions and Approvals.

Engineers provide plan review, inspection, design, and project management services for transportation, storm water management, water and sanitary sewer plans, traffic management, and erosion/sediment control. These functions are performed to ensure compliance with the Land Management Ordinance, City engineering standards and State Agency requirements.

Building Officials provide administration, receive applications, issue permits, and provide plan review and inspection services to ensure compliance with State Building Code requirements.

Fire Marshal staff receive applications, issue permits, and provide plan review and inspection services to ensure compliance with State Fire Code requirements.

During site construction, the Engineers and Site Inspectors provide inspection services to ensure projects are built in compliance with approved plans, City ordinances, and applicable standards. These staff are responsible for coordination of site-related City Code requirements during construction, and in conjunction with the City's building permit process toward an eventual hold or release of a certificate of occupancy.

In addition, there are other City agencies that provide plan review, development review and inspection services through the building permit process. These services are primarily administered by the Building Department staff, Zoning staff and Fire Marshal staff.

## SCOPE OF SERVICES

### OVERVIEW

The City is seeking assistance from an experienced firm to conduct a comprehensive and objective review of the City's development review, permitting and inspection processes and procedures. The selected firm will be responsible for conducting the review from various perspectives (developer, contractor, citizen, neighborhood, etc.) to ensure the city provides a fair and predictable environment for development which results in timely decision-making, informs, and protects neighborhoods and leads to high-quality development. In addition to an analysis of the existing processes, the selected firm should engage various stakeholders, including staff and elected officials, through a variety of means (i.e., stakeholder interviews, focus groups, customer surveys, etc.) to identify public perceptions, expectations, as well as experiences and outcomes.

The final deliverables should highlight aspects of the existing development review and permitting systems that work well and pinpoint areas that need improvement, including an assessment of departmental culture as it relates to customer service. Recommendations should provide a roadmap for making needed improvements including, but not limited to, operations (including any staffing level changes and/or reorganization necessary to implement recommended changes), technology, customer service, communication, and emerging trends. Additionally, an evaluation of the need and desirability of a Development Service Center (one stop shop) considering the significant shift to online permitting (80%). A financial analysis and cost projections should also accompany all recommendations.

## SCOPE OF SERVICES *cont.*

### ANTICIPATED DELIVERABLES

Services required for this project shall include, but not be limited to:

- Engagement with key staff to:
  - Clarify project goals.
  - identify special issues to be considered.
  - identify staff required to participate.
  - identify staff responsibilities and accountability.
  - identify supervisor roles and responsibilities.
  - identify department head role and responsibilities.
  - identify all permitting process issues.
  - Final deliverable to include potential cost impact of each recommendation
  
- Engagement with staff to discuss the process analysis.
- Documentation, analysis and assessment of the existing organizational structure and staffing levels.
- Documentation, analysis and assessment of the existing land management policies and ordinances and recommendations to facilitate improvement.
- Recommendation of optimal organizational structure and staffing levels required to implement final organization, management, and process/procedure recommendations.
- Documentation, analysis and assessment of existing processes and procedures.
- Development of a narrative description and process map of the current processes.
- Identification and recommendation for the elimination of any redundant or unnecessary steps found in the workflow for each process.
- Identification and documentation of existing processes and procedures that work well and should remain in place.
- Identification and recommendation of relevant technologies (software, hardware, and data management) to facilitate improvements to processes, procedures or required staff training.
- Presentation of findings and recommendations to the city project team and City Council.
- Written progress reports at agreed upon intervals.
- A narrative description and process map of the recommended organization, staffing, processes, and procedures.
- A report that contains a Process Improvement Plan, to include a narrative description and a process flow diagram (business flowchart).
- Final deliverable to include potential cost impact of each recommendation.

## SCOPE OF SERVICES *cont.*

### MINIMUM QUALIFICATIONS

Demonstrated experience and knowledge of Connecticut State Statutes as they relate to Zoning, Building, Engineering, Fire Marshall, PZA, ZBA, Historic Districts, WPCA, Housing Code, and Environmental Health. And/or proven experience performing similar work in a city of similar size with no less than 50,000 residents.

Firms responding to this RFQ/P must have a track record of performing process improvement studies specific to municipal development review, permitting, and building inspections programs. Including revitalization specific assignments.

Firms shall provide examples of relevant projects, qualifications of key personnel that will be assigned to the project, the plan/approach, schedule, **SEALED** cost to meet the Scope of Services and provide a minimum of three (3) references for whom similar services have been provided.

### SUBMISSION REQUIREMENTS

The response to the RFQ/P should include the following:

**Table of Contents:** Identify contents by tab and page number.

#### **TAB 1 - Letter of Interest:**

- a. The respondent's understanding of the work to be performed specifically related to the City's requirements to analyze and improve current processes, procedures, and ordinances. Respondent's knowledge of Connecticut State Statutes and City ordinances.
- b. A positive commitment to perform the services.
- c. The names of key persons, representatives, project managers who will be the main contacts for the City relative to this project.

#### **TAB 2 - Team Qualifications:**

- a. Qualifications, knowledge, and experience of the Principal, Project Manager, and professional staff assigned to this project.
- b. The overall team capacity, balance, and organization.
- c. Assessment of the availability and ability of the Project Manager and key personnel to perform the project scope in a timely manner.
- d. The consultant's ability to become familiar with processes, procedures, and ordinances of the City.
- e. Sub-consultant's and/or sub-contractor roles and responsibilities clearly outlined, including deliverables.

## **SCOPE OF SERVICES** *cont.*

**TAB 3 – Project Approach, Scope, Deliverables:** Clearly define the program offered and your method of approach, as well as the resources assigned to include, but not be limited to, the following elements:

- a. Consultant's approach to project /overall methodology.
- b. Consultant's understanding of overall project and proposed timeline to the project within each major element defined in the Scope of Services.
- c. The proposed workflow, schedule, and internal organization as it relates to Consultant's ability to produce deliverables.
- d. Clearly defined tasks, deliverables and schedule presented in a format that can be easily translated into the scope of services.
- e. Customer and staff engagement.
- f. Detailed summary timeline for completion.

**TAB 4 – Proven Performance:**

- a. Detailed information regarding completed similar projects for development review, permitting and inspections programs.
- b. Information regarding the success of implementation of project recommendations.
- c. Working relationships with previous clients.
- d. Job satisfaction expressed by previous clients, and the firm's ability to work well with organizations and project teams of a similar composition and nature to the City of Bridgeport.

**TAB 5 – References:**

- a. A minimum of three (3) references, preferably from other public entities, for whom you have provided similar services of similar size, and socioeconomic status. Include the name of entity, contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.
- b. Include references specifically dealing with permitting processes.

## **SEALED COST PROPOSAL**

A Sealed Cost Proposal for Professional Services, as addressed in this RFQ, must be submitted, and will be opened separately from the other submitted required response documents.

The sealed cost proposal shall provide one-time fees as requested for the entire project. Proposal prices shall not include federal, state, and local taxes. Pricing must be all-inclusive, as no additional charges will be allowed except for additional services as requested by the City, if any. There will be no additional reimbursement for travel time or expenses, telephone costs, copying costs, etc.

## **SELECTION COMMITTEE**

There will be a selection panel of between 3-5 persons, consisting of one or more representatives from the CAO's Office, one or more representatives from the City's ITS Department, one or more representatives from the Labor Department, and one or more representatives from the City's Office of Planning and Economic Development. The selection committee will be evaluating the factors as described in the specification of this RFQ/P.

## **EVALUATION CRITERIA/INTERVIEWS**

A selection committee will review and evaluate all submissions. After the evaluation, the committee may conduct interviews with the most qualified respondents before final selection

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Submissions will be evaluated on the following criteria:

<b>Evaluation Criteria</b>	<b>Points</b>
Project understanding, proposed approach, accuracy, overall quality, thoroughness, and responsiveness to the City's requirements as summarized herein	40
Experience, team qualifications with staffing studies of cities of similar size	40
Staff and availability of resources	10
Time to complete project	10



## SUBMISSION INSTRUCTIONS

**ONE (1) ORIGINAL, FOUR (4) COPIES AND ONE (1) ELECTRONIC VIA THUMBDRIVE MUST BE SUBMITTED.**

Sealed submissions must be received and time-stamped by the Purchasing Department prior to RFQ/P closing time. No submission received after closing time will be considered.

To ensure proper handling & avoid misdirected delivery, please mark your RFQ/P envelope as follows:

### **COX02923A – BUILDING PERMITTING PROCESS ANALYSIS**

Send your submissions to:

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

**RFQ/P (RFQ with sealed Price Proposal) submissions are due:  
2:00 PM, Wednesday, October 12, 2022**

**Late Submissions:** City will not assume responsibility if a submission is misdirected, or its delivery is delayed. It shall be the sole responsibility of the submitter to pay for any type of delivery service charge, and to see that the Office of the Purchasing Agent receives his/her submission on time. The clock used shall be the Purchasing Agent's official date and time stamp clock. The City does not assume financial responsibility for late deliveries by the U.S. Postal System or any other delivery service.

The City shall not be responsible for and/or shall not pay any costs associated with the preparation, submission, or presentation of any submission, or costs incurred by the responding firms during the interview and negotiations phase of the solicitation process.

## TENTATIVE RFQ/P TIMELINE

RFQ/P Issued	September 14, 2022
Question submission deadline	September 28, 2022
Answers to questions deadline	October 3, 2022
<b>RFQ/P RESPONSES DUE</b>	<b>October 12, 2022</b>
Interviews to occur if necessary	Week of October 17, 2022
Select preferred vendor	Week of October 24, 2022
Presentation to the Board of Public Purchases	November 9, 2022
Commence negotiations with preferred vendor	TBD
Submit for City Council Approval	TBD

### CITY RESERVATION OF RIGHTS

The City reserves its rights to reject any or all responses or any portion thereof that it may determine to be in its own best interests, for whatever reason.

**PROFESSIONAL SERVICES AGREEMENT**  
Permitting Process

**THIS AGREEMENT** between the parties dated the \_\_\_ day of \_\_\_\_\_, 2022 (the "Agreement") is hereby entered into between \_\_\_\_\_ with its principal places of business at \_\_\_\_\_ (the "**Consultant**") and **the City of Bridgeport**, through \_\_\_\_\_, with its principal place of business at 45 Lyons Terrace, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

**WHEREAS**, the City advertised a Request for Qualifications with sealed Price Proposals ("RFQ/P") on \_\_\_\_\_, 2022 for the purpose of reviewing the permitting and operational efficiency of the Building Department such RFQ is attached hereto as **Exhibit A**;

**WHEREAS**, the Consultant submitted responsive documents on \_\_\_\_\_, 2022, which are attached hereto as **Exhibit B**; and

**WHEREAS**, the Board of Public Purchases reviewed the solicitation and selection process at their meeting on November 9, 2022, **and approved said process**; and

**WHEREAS**, the City selected the Consultant based upon its qualifications and proposal and further based upon the Consultant's statements and representations made therein; and

**WHEREAS**, the City is utilizing General Funds to contract with the Consultant; and

**NOW, THEREFORE**, for good and valuable consideration, the parties mutually agree as follows:

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Consultant to provide a comprehensive Police Operations and Staffing Assessment, inclusive of an actionable Strategic Plan (the "Assessment"), of all Division of the Bridgeport Police Department, such duties being more detailed and delineated in the Scope of Work attached hereto and made a part hereof as **Exhibit C** and such other tasks as the City may direct the Contractor to perform within the general scope of activities for which the Contractor is being engaged (the "**Services**" or "**Project**").

2. Term of Engagement. This Agreement shall commence within five (5) business days of the date last below written and shall continue in full force and effect until **December 31, 2022**, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City. The City may extend the Contract for up to one (1) additional 3-month terms, for a maximum term of six months. The City is not obligated to extend the Contract.

3. Contract Time. The initial Assessment shall be due on or before December 31, 2022. The City will have 15 days to review the initial Assessment and provide feedback to the Consultant during which time the City and the Consultant shall meet to discuss the initial Assessment. Consultant shall complete the final assessment the earlier of January 31, 2022, or 30 days from receipt of feedback from the City (the "Final Completion Date").

(a) Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant further agrees that the work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

4. Responsibilities of Consultant

(a) Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. The Consultant shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the City in writing. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

(b) Working Hours. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

(c) Pandemic Restrictions. Limitations relating to such shall follow local Health Department guidelines.

(d) Publicity. Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

(e) Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables,

workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

(f) Consultant's Employees. The Consultant shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

5. Record of Activities. The Consultant shall maintain contemporaneous daily time records of hours and tasks performed in sufficient detail requested by the City, which records shall be submitted to the Project Manager as requested during the Term, or unless otherwise directed by the City. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

6. Payment.

(a) Source of Funds. The Consultant's activities under this Agreement will be funded **General Funds**. The parties understand that the Consultant will provide its Services pursuant to the Scope of Work, including reimbursable expenses, up to a maximum not-to-exceed amount to be determined.

(b) Payment. The Consultant will submit invoices to the Project Manager on a monthly basis for the prior month's Services rendered and such invoices shall be paid by the City within 45 days of receipt of a complete invoice. The Project Manager will promptly review each Consultant invoice and shall, within ten (10) business days of receipt, either approve such invoice for payment or advise Consultant of any revisions or additional documentation necessary to render such invoice so approved.

5. Acceptability of Information and Reports Supplied by the Consultant. Any and all information and reports, whether supplied orally or in writing by the Consultant, shall be based upon consistent and reliable data-gathering methods and may be relied upon by the City. The City acknowledges that all such information and reports were prepared for the project at hand and are neither represented nor warranted to be appropriate for reuse on any other project or under different circumstances and that any such reuse shall be at the sole risk of the City and without liability to the Consultant.

7. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the

City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

#### 8. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

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

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

#### 10. Representations and Warranties.

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

(a) The Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in its employ or will hire qualified and trained personnel to perform the Services required.

(b) The Consultant represents that it can commence the Services promptly within five (5) days of the receipt of a notice to proceed and will complete the Services in a timely manner on a schedule to be approved by the City.

(c) The Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

(e) The Consultant will not subcontract any of the work to third parties without prior written notice to the City and receipt of the City's prior written consent.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of same in accordance with the terms of this Agreement.

(h) The Consultant represents that it possesses all licenses and permits that may be required to perform the Services required by this Agreement.

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

(j) The Consultant represents and warrants that any computer program included as a deliverable Service hereunder operates substantially in accordance with the specifications for such work and in compliance with Year 2000 Standards. For these purposes, "**Year 2000 Standards**" means the deliverable Services and the reports prepared in connection therewith records, stores, recognizes, interprets, processes and presents both 20th and 21st century dates using four (4) digit years and operates at a programming interface level with other programs for which it could reasonably be expected to operate without causing the other programs to violate such Year 2000 Standards.

11. Remedies & Liabilities.

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

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

12. Notices. Notices sent to either party shall be effective on the date delivered in person by hand or by overnight mail service or on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the City:

Chief Administrative Office  
City of Bridgeport  
Margaret E. Morton Government Center  
999 Broad Street, Second Floor  
Bridgeport, Connecticut 06604

with a copy to:

Office of the City Attorney  
999 Broad Street, Second Floor  
Bridgeport, Connecticut 06604

If to the Consultant:

At the address specified above.

### 13. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under **Section 7** ("Confidential Information"), **Section 9** ("Injunctive Relief") or **Section 10** ("Warranties").

(b) The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination.

### 14. Resolution of Disputes and Choice of Law.

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

15. Independent Consultant Status. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.



16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

(a) Indemnification. The Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Consultant shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents.

B. Insurance requirements: (1) The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every contractor and subcontractor in any tier according to the work being performed and shall ensure that the City is named as additional insured with notice of cancellation in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A 15 financial rating acceptable to the City.

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

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

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

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

Cancellation notice—The City shall be entitled to receive from the insurance carriers **by policy endorsement** not less than 10 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

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

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

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

18. Non-discrimination. The Consultant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination,

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

19. Communications. All communications shall be made orally or in writing to the Director of Planning and Economic Development for the City of Bridgeport or his respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Contract Change Order.

(a) At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

(i) within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

(ii) the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount AND

(iii) the Final Completion Date has not been changed.

(b). Notwithstanding the foregoing subsection A, a Change Order shall not include:

(i) an upward adjustment to a Consultant's payment claim, or

(ii) a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment

(c). That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Purchasing Agent and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Purchasing Agent prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract.

21. Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme and unseasonable weather conditions, natural disasters, catastrophic events, mass casualties to persons or significant destruction of property, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope of Services, and may result in the need to adjust the Compensation in accordance with the terms of this Agreement.

22. Non-Discrimination. The requirements for minority hiring and participation by disadvantaged businesses are set forth in Chapter 3.12 of the Municipal Code of Ordinances of the City of Bridgeport, which Chapter is attached here to as **Exhibit D**.

#### 21. Miscellaneous

(a) No Third-Party Beneficiaries. None of the provisions of this Agreement is intended to be for the benefit of, or shall be enforceable by, any person other than the parties hereto and their permitted successors and assigns.

(b) Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed or signed and scanned, and that any electronic or scanned signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Consultant without the City's prior written consent and any attempt to the contrary shall be void.

(d) Partial Invalidity. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

(e) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(f) Headings. Headings are for reference purposes only and have no substantive effect.

(g) Survival. All representations, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(h) Precedence of Documents. In the event there is any conflict between this agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

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

(j) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

**IN WITNESS WHEREOF**, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly-authorized representatives.

**CITY OF BRIDGEPORT**

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

By: \_\_\_\_\_  
Joseph P. Ganim  
Mayor

**CONSULTANT**

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

By \_\_\_\_\_  
Name:  
Title:  
duly-authorized

**Exhibit A**

Requests for Qualification and Submissions

**Exhibit B**

Consultant's Proposal

**Exhibit C**

Scope of Work



**Exhibit D**  
**Nondiscrimination**

Chapter 3.12 of the Bridgeport Code of Ordinances reads in pertinent part as follows:

- A. The Contractor agrees and warrants that during the performance of this contract he will not Discriminate or permit discrimination against any person or group of persons because of race, color, religion, sex, age or national origin in any manner prohibited by the laws of the United States or of the state of Connecticut, and further agrees to take affirmative action that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Office of Contract Compliance of the City of Bridgeport setting forth the provisions of this section.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age or national origin.
- C. The Contractor will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, and to each vendor with which he has a contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under this division, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of this Section and with all the rules and regulations or orders issued by the Office of Contract Compliance pursuant thereto.
- E. The Contractor will provide the Office of Contract Compliance with such information requested by said office concerning the employment pattern, practices and procedures of the Contractor as relate to the provisions of subsections A through C of this Section and rules and regulations and/or orders issued pursuant thereto.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any rule, regulation or order issued under this Section, the Contract may be canceled, terminated or suspended, in whole or in part and such other sanctions may be imposed and remedies invoked as are provided under the provisions of Section 3.12.100(D) of the City of Bridgeport Ordinances and rules, regulations or orders issued pursuant thereto, or as provided by federal and state laws.

- G The Contractor will include the provisions of subsection A of this Section, in every subcontract or purchase order unless exempted by rules, regulations or orders of the Office of Contract Compliance issued pursuant to Section 3.12.060 of the City of Bridgeport Ordinances, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Office of Contract Compliance may direct as a means of enforcing this Section, including sanctions for non-compliance in accordance with the provisions of Section 3.12.100 of the City of Bridgeport Ordinances.

**Exhibit B**  
**Contractor's Proposal with Cost Proposal**



## TECHNICAL PROPOSAL

# City of Bridgeport

Building Permitting Process Analysis  
Request for Qualifications COX02923A

### **BerryDunn**

2211 Congress Street  
Portland, ME 04102  
207.541.2200

### **Kevin Price, Project Principal**

[kprice@berrydunn.com](mailto:kprice@berrydunn.com)

### **Keri Ouellette, Project Manager**

[kouellette@berrydunn.com](mailto:kouellette@berrydunn.com)

### **Submissions Due**

October 12, 2022 | 2 p.m.

[berrydunn.com](http://berrydunn.com)

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## Tab 1. Letter of Interest

October 12, 2022

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

Dear Lisa Farlow:

On behalf of BerryDunn McNeil & Parker, LLC (BerryDunn), I would like to thank you for the opportunity to submit this **technical proposal** in response to the City of Bridgeport's (the City's) Request for Qualifications (RFQ) No. COX02923A for Building Permitting Process Analysis. We have read the City's request, and we have reviewed its terms and conditions and the contents presented therein. Our proposal will remain effective for 120 days from the submission deadline of October 12, 2022.

BerryDunn is a nationally recognized independent management and IT consulting firm founded in 1974 and headquartered in Portland, Maine with more than 100 clients in the New England region and two office locations in the State of Connecticut (the State). Focused on inspiring organizations to transform and innovate, we are a stable and well-established firm that has preserved our core values and reputation for excellence throughout our 48-year history. Our firm's culture is centered on a deep understanding of our clients' commitment to serving their internal and external stakeholders alike. The human aspect of projects can often be forgotten in the maze of regulatory changes and legal requirements with which counties, cities, and departments must comply. BerryDunn proudly tailors each of its projects to recognize the work our clients do every day. **We care about what we do, and we care about the people impacted by our work**—including those associated with the City and those impacted by its development review, permitting, and inspection processes and procedures.

As an organization that strives to provide a very high level of service and ease of process for its citizens, businesses, and development communities alike, Bridgeport has more than earned its positive reputation. The City's stakeholders benefit from its focus on providing a fair and predictable environment for development, as well as its ability to make timely decisions. In support of the City's reputation and its passion for protecting Bridgeport neighborhoods and leading high-quality development efforts, the City seeks guidance in the detailed and objective review of its development review, permitting, and inspection processes and procedures. By way of thorough information-gathering and engagement activities, the City's consulting partner will consider various viewpoints in identifying strengths and improvement areas in its existing environment. With this understanding as the basis, the City's consulting partner will then develop recommendations and a roadmap to respond accordingly. The perceptions, expectations, experiences, and outcomes realized through this analysis will inform the City's efforts in addressing current operational, technological, customer service, communication, and/or financial challenges, as well as help the City respond to emerging trends.


With the City's goals and objectives in mind, we are certain that we are well-positioned to partner with the City on this engagement. Further, we have several attributes that we hope the City will consider as it determines the best path forward.





### ***Our firm's specialized Community Development and Utility Operations Practice.***

BerryDunn's Community Development and Utility Operations Practice focuses on municipal and county policies, processes, fees, and systems related to planning, zoning, permitting, inspections, development services, code enforcement, land management, work order, and asset management functions. This practice is composed of industry experts with both firsthand and

project experience. Notably, several of our proposed project team members have worked in related local government positions, including in community development and permitting department leadership and finance roles. We will leverage this to provide unique insights and lessons learned in delivering the City's desired scope of services.

 ***Our deep experience conducting organizational development services.*** Organizational development is core to our firm's service offerings. Notably, we have deep experience and skill in conducting organizational, operational, and staffing analyses; business process review and improvement; strategic planning initiatives; and more. All these projects involve conducting thorough information-gathering activities and effectively engaging stakeholders. Through these efforts, we consider all voices, perspectives, and experiences in assessing our clients' current environments and developing recommendations that reflect a shared vision and offer widespread value. This focus helps promote buy-in, generate consensus, and deliver exceptional outcomes for our clients.

 ***Our proven methodologies, tools, and technologies.*** Our work for the City will be guided by established project management methodologies and best practices as defined by the Project Management Institute® (PMI®). These methodologies provide a proven framework for leading any type of project—keeping it on time, on budget, and progressing at a healthy pace. We leverage tools and technologies that allow us to conduct projects efficiently and effectively. For example, we leverage Social Pinpoint, a customizable project landing webpage, to engage project participants virtually when in-person engagement may not be possible. We are also well-versed in business process mapping software, allowing us to visually depict as-is and to-be environments, confirm our understanding of our clients' current and desired processes, and help ensure optimal efficiency and productivity. We will leverage these and other tools to support the City in this effort.

 ***Our familiarity with and presence in the State and the New England region.*** At BerryDunn, we are proud to serve our neighbors. With roots in Maine and two office locations in Connecticut, we have developed strong relationships with more than 100 clients in the region. Through this, we have become familiar with the State's statutes and related ordinances and will leverage our knowledge and insights in our work with the City. Also notable is the background of one of our proposed subject matter experts, Khara Dhodds. Khara previously served as the Director of Planning and Land Use Services for the City of Glastonbury, Connecticut where she oversaw four divisions, including the Offices of Health, Fire Marshal, Building Official/Zoning Enforcement, and Planning. She also led the Community Development Department through the COVID-19 pandemic, resulting in major shifts in department services with many business practices and procedures being transformed to digital processes. This firsthand experience—as well as BerryDunn's regional experience as a whole—will prove invaluable for the City on this project.

As a principal in our Local Government Practice Group and leader of our Community Development and Utility Operations Practice, I am authorized to bind BerryDunn to the commitments made herein. I can also positively commit that if chosen to partner with the City on this initiative, we will perform all requested services. **That said, please consider me your primary point of contact should the City have any questions or updates during the evaluation process.**

Sincerely,



Kevin Price, MPP, PMP®, Prosci® CCP, Principal

203-541-2373 | kprice@berrydunn.com

## Tab 2. Team Qualifications

### Firm Overview

#### NAME

Berry Dunn McNeil & Parker, LLC  
(dba BerryDunn)

#### FOUNDED

1974

#### LOCATIONS

Maine  
New Hampshire  
Massachusetts  
Connecticut  
West Virginia  
Arizona  
Puerto Rico

#### EMPLOYEES

800+ nationwide

BerryDunn is a nationally recognized independent management and IT consulting firm focused on inspiring organizations to transform and innovate. As a Limited Liability Company formed in 1974 with 55 principals and 29 owners, we have experienced sustained growth throughout our 48-year history by delivering a high level of service to clients in all 50 states, the Commonwealth of Puerto Rico, and Canada.

We employ more than 800 staff members—including more than 300 in our Consulting Services Team. From extensive project experience for more than 400 state, local, and quasi-governmental agencies, our team brings valuable perspectives to every engagement. Our firm provides a full range of professional services that supports our ability to complete tasks outlined by the City on this initiative. These include:

- Business Process Improvement, Reviews, and Redesign
- Comprehensive/Master Planning
- Cost of Service and Fee Studies
- Enterprise and Departmental Strategic Planning
- IT Assessments
- IT Strategic Planning
- Leadership and Organization Development
- Organizational, Operational, and Staffing Analyses
- Organizational Change Management
- Performance Analyses
- Project Assessments and Remediation
- Software Planning and Procurement
- Software Implementation Project Management and Oversight

Additionally, our team has prior experience serving state and local government agencies, providing them with an in-depth understanding of government operations, staffing needs, budgetary constraints, and the business processes required to provide necessary services to the internal divisions and the constituents the City serves.

**Figure 1 illustrates the overall organization of BerryDunn's Local Government Practice Group.** We provide unparalleled expertise and unique insights across these practices, supporting our clients in solving some of their biggest challenges and addressing opportunities to improve and plan.

Figure 1: Local Government Practice Group Specialization





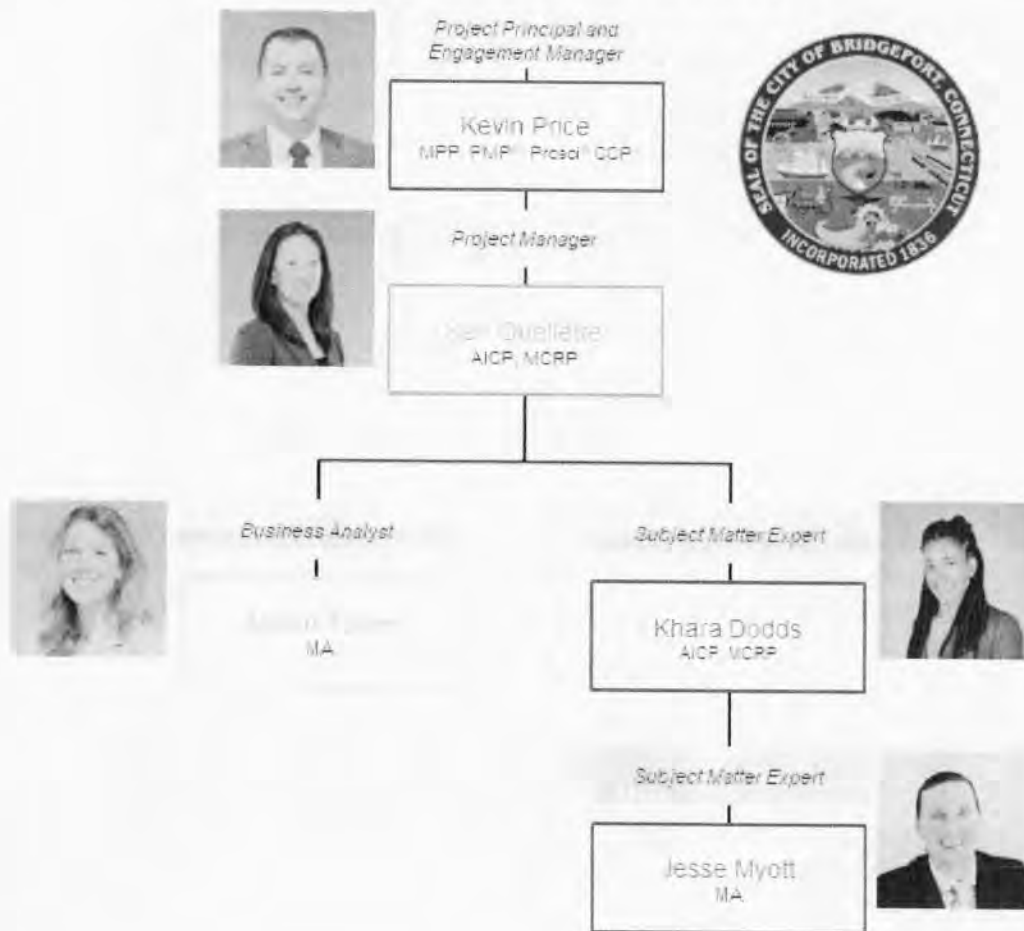
As mentioned, BerryDunn's *Community Development and Utility Operations Practice* will serve the City on this initiative. This practice focuses on municipal and county policies, processes, fees, and systems related to planning, zoning, permitting, inspections, development services, code enforcement, land management, work order, and asset management functions and is composed of industry experts with both firsthand and project experience.

## Project Team

### Organizational Structure

We are pleased to propose a project team with in-depth experience leading process improvement initiatives with municipal planning and development departments, as well as multi-disciplinary backgrounds in the public sector. We pride ourselves on project team cohesiveness, and our culture fosters clear communication, an understanding of team members' responsibilities, and the expectation to support each other throughout the project. While our project team members individually bring expertise to this project, as a group they will provide the City with a strong, objective team that establishes credibility, professional trust, and cooperative working relationships with the City's project manager, staff, and internal and external stakeholders alike. **Figure 2 depicts our project team's organizational structure.**

Figure 2: Project Team Organizational Structure



Below, we provide details of our project team members' roles, responsibilities, and key qualifications for the City's further review and consideration. **Full resumes are provided in Appendix A.**



**Kevin Price | Project Principal**

MPP, PMP®, Project@CCP

Kevin is a principal in BerryDunn's Local Government Practice Group. He leads our Community Development and Utility Operations Practice, assisting agencies similar to the City with business process improvement, fee analysis, and system selection projects. He has led business process improvement, strategic planning, and system selection projects for some of BerryDunn's most complex local government clients, including the City of Boston, Massachusetts; the City of Philadelphia, Pennsylvania; the City of Detroit, Michigan; and the City of Dallas, Texas.

As the **project principal**, Kevin will:

- ▲ Have overall responsibility for the services we have proposed to the City
- ▲ Help ensure the commitment of our firm and appropriate resource allocation
- ▲ Review and approve all deliverables in accordance with BerryDunn's quality assurance processes



**Keri Ouellette | Project Manager**

AICP, MURP

Keri is a senior consultant in BerryDunn's Local Government Practice Group Community Development and Utility Operations Practice. She joined the firm after working as permitting manager for the City of Portland, Maine, where she managed permitting, plan review, inspections, and code enforcement functions for the City. Thanks to her previous work with New York City's Department of Housing Preservation and Development and the Town of Eastchester, New York, Keri has keen understanding of issues that municipalities face in addressing growth and managing enforcement. Keri regularly helps clients evaluate processes and leads the development of standard operating procedures to improve efficiency.

Keri is currently managing the development of the City of Bangor, Maine's next Comprehensive Plan, as well as playing key roles on process improvement and planning projects with the City of Wilmington, North Carolina; the City of Leander, Texas; and the City of Attleboro, Massachusetts.

As the **project manager**, Keri will:

- ▲ Act as the primary liaison with the City
- ▲ Be responsible for maintaining a constructive and clear line of communication between City staff and BerryDunn
- ▲ Monitor project progress
- ▲ Track the initiation and completion of tasks and milestones



**Alison Tobey | Business Analyst**

MA

Alison is a consultant in our Local Government Practice Group Community Development and Utility Operations Practice. Her skills include communication, content development, and research and analysis. Through her passion and experience, Alison offers perspective and dedication to her work.

As the **business owner**, Alison will:

Support the project team with facilitating meetings, preparing status reports, and developing project deliverables in a timely manner



**Khara Dodds | Subject Matter Expert**

**ALISON MOORE**

Khara is a senior consultant in BerryDunn's Local Government Practice Group Community Development and Utility Operations Practice. With over 13 years of leadership experience and 20 years of planning and community engagement expertise, Khara has led various departments in planning and land use services, economic development, code enforcement, and inspections services, most recently for the Towns of Prosper, Texas, and Glastonbury, Connecticut. She offers a unique and critical skillset to every initiative in which she participates, and specializes in planning and implementation, leadership, and process improvement. She will support project work and City goals by leveraging her experience managing stakeholders through the planning processes, organizing capital improvement, implementing grant funds, and assisting communities pursuing state and federal grants, as well as by contributing insights relating to State statutes—particularly Zoning, Building, Engineering, Fire Marshal, PZA, ZBA, Historic Districts, WPCA, Housing Code, and Environmental Health—and related ordinances.



**Jesse Myott | Subject Matter Expert**

**ALISON MOORE**

Jesse is a senior consultant in BerryDunn's Local Government Practice Group Community Development and Utility Operations Practice. He brings nearly a decade of public-sector experience, focusing on supporting municipalities with operating and capital improvement budget development and management; special fund accounting; revenue and expenditure forecasting; customer valuation; and cost of revenue analyses for municipal programs and services. His background as a financial and management leader for local governments like the Cities of Daly City and South San Francisco, California and Brookline, Massachusetts have given him broad exposure to the services like those provided by the City.

Jesse has led or supported several cost recovery, fee study, and process improvement initiatives for clients like Travis County, Texas; the City of Villa Park, California; Manatee County, Florida; the City of Gainesville, Florida; and the City of Tucson, Arizona.

As subject matter experts, Khara and Jesse will:

- ▲ Provide specialized knowledge and assistance on relevant operations within the City, drawing upon their prior public-sector and project experience
- ▲ Contribute relevant regional expertise when and where it most benefit the City

We are not using any subcontractors on the City's engagement.

***We are proposing on the City's engagement because our proposed project team members have the qualifications and availability necessary to conduct the requested scope of services efficiently, effectively, and successfully.***

We have been providing professional consulting services for more than 30 years and use proven methodologies and tools to perform our work. As a result of this experience, we are skilled at developing realistic timelines that take the client's specific needs and common scheduling challenges into account. For example, when a project involves meeting with several stakeholders, we build time in the schedule for follow-up meetings, because we know that stakeholders' schedules can change on short notice, often due to circumstances beyond their control.

Once we have a signed contract, our project manager manages the engagement according to the agreed-upon work plan, schedule, and budget. We have an excellent track record of meeting deadlines and, as a standard practice, we only allow changes to the timeline, scope, or project fees based on changes that are documented and approved by the client.

Some BerryDunn staff members work exclusively on one engagement, while others work on multiple engagements concurrently. On average, staff members work on two to four projects at any given time.

### The Greater BerryDunn Network

In the event additional resources are necessary to conduct the City's requested work effort, we have more than 300 consultants in our broader BerryDunn network to draw upon as needed. These consultants bring unique qualifications across local and state government, functional areas, and industries, and can contribute their help and expertise to efforts related to fact-finding, research, and deliverable development, when and where it will most benefit the City.

## Tab 3. Project Approach, Scope, and Deliverables

### Guiding Methodologies

To help ensure that project objectives are met and initiation and completion of project work are conducted in a timely manner, each BerryDunn project is led by an experienced project manager who understands and utilizes project management best practices. Our Consulting Services Team employs project management best practices from PMI®'s *A Guide to the Project Management Body of Knowledge (PMBOK® Guide)*, Version 7. The principal leading this project, Kevin Price, is a certified Project Management Professional® (PMP®). **Figure 3 illustrates the phases of the project management life cycle, which provides a framework for managing any type of project.**

Figure 3: Project Management Life Cycle



Stakeholders' willingness to adopt new processes and tools plays a significant role in the success—or failure—of related projects. We have observed resistance to change in virtually all our engagements, and we will work with you to proactively address resistance by:

- Engaging stakeholders at the right level throughout the project to build understanding for the need for change and gain support from the people who will be using the future solutions and who are most familiar with current processes
- Developing and executing a communications plan that considers the information needs of each stakeholder group
- Documenting business processes and working with stakeholders to understand how their work will be performed in the future environment

We have adopted the Prosci® change management methodology and trained over 100 consultants to become Prosci® Certified Change Practitioners (CCPs). **A central focus of the Prosci® change management approach is the belief that, for change to work in an organization, individuals must be willing to change and understand change.** Additionally, according to research conducted by Prosci®, the likelihood of project success increases significantly and in alignment with the level of change management focus applied to the project. Even small increases in focus on change management are likely to have a positive impact on project success.

## Project Work Plan

**Figure 4 presents an overview of our work plan intended to address all elements of the City's requested scope of services.** BerryDunn strives to be flexible when it comes to developing and executing an effective work plan. We understand that no two projects are exactly alike, and our past clients have appreciated our willingness to adapt to their needs. This mindset plays a foundational role in how we measure the success of our portfolio of similar projects.

You can expect our approach to offer the following key benefits:

- A methodology based on our extensive experience conducting similar projects
- Quality assurance processes that incorporate the City review and approval of all deliverables and key milestones
- Built-in project management and change management best practices that focus on keeping the project on time, on budget, and progressing at a healthy pace for City stakeholders to give input in the information-gathering process, understand recommendations, and trust in the plans for moving forward.

Figure 4: Project Work Plan Overview



Below and on the following pages, we outline the key steps and milestones the City can expect from our approach. We will approach this project with a focus on developing recommendations that align fact-finding outcomes, assessment results, stakeholder feedback, and more.

### Phase 0. Project Management

**0.1 Conduct initial project planning.** We will conduct an initial project planning teleconference with the City's project team to confirm project goals, objectives, and expectations. During this meeting, we will discuss methods of creating effective communication between BerryDunn and City staff, as well as our approach to scope, risks, and resource management.

**0.2 Develop the Project Work Plan and Schedule.** Based on the information gathered from our initial project planning teleconference, we will develop the Project Work Plan and Schedule, which will outline our communication and scope, risk, resource management approaches; include a timeline to schedule project meetings; and identify City project team members. The Project Work Plan and Schedule will also incorporate agreed-upon procedures between BerryDunn and the City related to project control, including quality management and deliverable submission/acceptance management. Once complete, we will facilitate a work session to review the Project Work Plan and Schedule with the City's project team, solicit feedback, and implement requested changes before updating it to final.

## Phase 0. Project Management

### ▲ D1 – Project Work Plan and Schedule

**0.3 Conduct Weekly Project Status Updates.** Throughout the project, our proposed project manager, Keri Ouellette, will provide Weekly Project Status Updates that describe the activities and accomplishments for the reporting period, plans for the upcoming week, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable. We will review these status updates with the City's project team.

### ▲ D2 – Weekly Project Status Updates

## Phase 1. Fact Finding

**1.1 Develop and submit information request.** We will provide the City with an information request sheet to obtain available documentation that will be helpful to us during the project (e.g., organizational charts, staffing level details, land management policies and ordinances, existing improvement recommendations, process and procedure documents, documentation on existing systems, and fees/cost of service details). We will respectfully request that the City provide the requested information prior to project kickoff and fact-finding, as reviewing this information in advance will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of City personnel's time.

**1.2 Develop and issue a survey.** We will develop and distribute an online survey to understand issues and challenges with current systems, processes, and operations. We anticipate issuing this survey to staff and using their responses to help determine current and future needs. This survey will include questions aimed at understanding the current strengths, weaknesses, opportunities, and threats (SWOT) associated with current environment. Prior to issuing the survey, we will review the survey questions with the City's project team.

**1.3 Develop Social Pinpoint site to collect input from external stakeholders.** We will work with the City's project team to create a project site using Social Pinpoint—a customizable, web-based engagement platform. We will use the City's branded Social Pinpoint site to gather external stakeholder feedback via tools such as community forums, mapping, idea walls, and surveys. We find that this approach improves engagement outcomes and helps increase equitable access to engagement opportunities.

**1.4 Review survey results and City documentation in preparation for kickoff and Fact-Finding Meetings.** Before holding our project kickoff presentation and conducting Fact-Finding Meetings, we will review the survey results and data received from the information request. This will provide us with a foundational understanding of the City's current environment and allow us to make the best use of City personnel's time.

**1.5 Develop fact-finding schedule and prepare materials.** Before beginning fact-finding work sessions, we will develop a schedule and associated materials. We will review them with the City's project team and incorporate the City's feedback before updating them to final.

## Phase 1, Fact Finding

**1.6 Facilitate a project kickoff presentation.** We will conduct a project kickoff presentation with City leadership and project stakeholders. This kickoff presentation will serve as an opportunity to introduce project team members, discuss the City's goals, present our project approach and methodology, review the schedule of key project dates, and answer questions. As part of this presentation, the City's project sponsor is expected to participate and speak to the goals and objectives of the initiative.

**1.7 Conduct Fact-Finding Meetings.** We will conduct Fact-Findings Meetings with key department representatives and stakeholders to develop an understanding of business processes and communication tools, gauge current technology use, and identify areas for improvement.

**1.8 Conduct focus groups with external stakeholders.** We will lead focus groups with diverse stakeholders, including local developers, engineers, builders, brokers, and/or property owners who are familiar with the City's permitting application, review, and approval process. We will discuss current processes, challenges, and opportunities for improvement.

**1.9 Conduct fact-finding follow-up, as needed.** At the conclusion of the Fact-Finding Meetings and focus groups, we will conduct follow-up meetings as needed to gain further clarity into the City's business processes and environment.

### *D3 – Fact-Finding Meetings*

## Phase 2, Recommendations for Improvement

**2.1 Develop a list of as-is processes to be diagrammed.** Based on the information collected during Phase 1, Fact Finding, we will identify the top eight processes that should be diagrammed.

**2.2 Develop As-Is Process Diagrams.** We will develop As-Is Process Diagrams, based on information collected during Phase 1. We will use standard symbology and tools to represent existing workflows.

**2.3 Facilitate work sessions to review draft process diagrams with the City and finalize.** We will facilitate a work session with the City's project team to review the As-is Process Diagrams and gather feedback. Following the work sessions, we will update the As-Is Process Diagrams and conduct any necessary follow-up activities with City stakeholders. Our project team will apply necessary updates to the diagrams before submitting final versions to the City for approval.

### *D4 – As-Is Process Diagrams*

**2.4 Develop a summary and analysis of existing conditions.** We will use the information gathered through the Fact-Finding Meetings, information request, and web-based user surveys to develop a summary and analysis of existing conditions. This will include operational procedures, policies and ordinances, organizational structure, technology use, and communications.

**2.5 Identify issues and opportunities for improvement.** We will identify issues and opportunities for improvement based on our summary and analysis of existing conditions. We will then review and



### Phase 1: Recommendations for Improvement

prioritize these issues and opportunities with the City's project team and develop a process improvement plan. This plan will include a narrative description and process diagrams to support these areas.

**2.6 Develop a process improvement and implementation plan.** We will review prioritized issues and opportunities and develop recommended actions for improvement. These details will be captured in a process improvement plan. Then the process improvement plan will be built into an implementation plan. This plan will include action items, timeline, cost projects, east of implementation, and priority level.

**2.7 Develop an implementation plan.** We will develop an implementation plan to serve as a guide for future implementation of proposed recommendations, including action items, timeline, cost projections, east of implementation, and priority level.

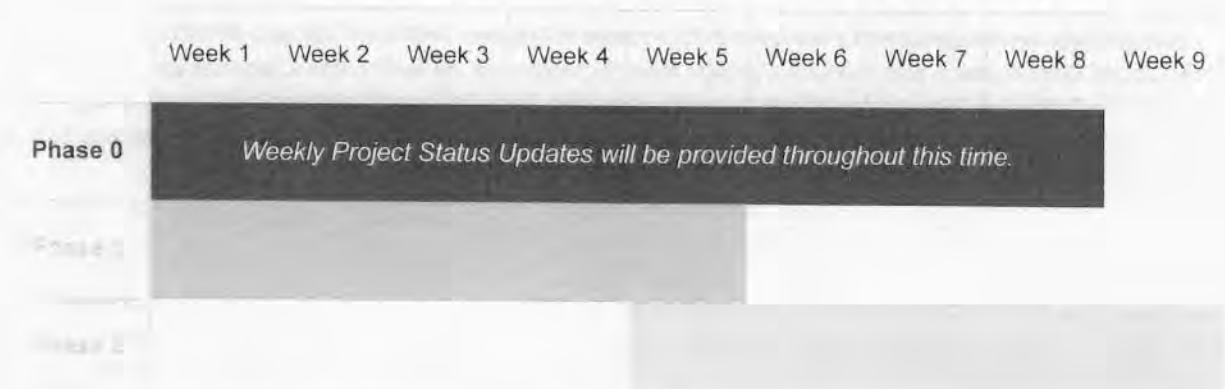
**2.8 Develop an Assessment and Recommendations for Improvement Report.** We will compile outcomes of Phase 2. Recommendations for Improvement in an Assessment and Recommendations for Improvement Report. We will review this report with the City's project team to gain consensus and solicit feedback before updating it to final and preparing it for presentation to City leadership.

**2.9 Develop and deliver a final presentation.** We will develop a final presentation of the Assessment and Recommendations for Improvement Report to deliver to the City's project team and City Council. This presentation will serve as an opportunity for participants to ask questions, confirm their understanding of the current environment, trust in the plans for moving forward, and approve this final deliverable.

#### D5 – Assessment and Recommendations for Improvement Report

### Anticipated Timeline

Below, we outline our anticipated timeline to complete the City's initiative. We will identify key dates in coordination with the City when developing the final schedule during initial project planning.



## Tab 4. Proven Performance

### Experience Providing Relevant Services

**Our ability to successfully complete the City's initiative is strengthened by our prior experience providing relevant services, such as those listed in Table 1.** These services range from business process improvement to fee studies, community development system selection, and organizational and operational assessment projects. This experience affords us the ability to comply with related laws, regulations, and best practices and gain a thorough understanding of the City's local regulatory and legal environment—such as the State statutes as they relate to Zoning, Building, Engineering, Fire Marshall, PZA, ZBA, Historic Districts, WPCA, Housing Code, and Environmental Health, and other laws and regulations—that govern associated work. The experience provided in Table 1 is representative of our relevant experience from the last five years.

*Table 1: Representative Local Government Planning, Permitting, and Community Development Experience*

Client	Worked Performed	Dates
<b>County Clients</b>		
	<i>Environmental Public Health Business Analyst and Project Manager</i>	
<b>Clark County, WA</b>	The Clark County Public Health Department engaged BerryDunn to implement a new environmental public health client permitting and financial data system. This effort involves analyzing existing systems and business processes, collaborating with County staff to identify functional and system requirements, and implementing the selected system through project closure.	01/2022 – Present
	<i>Land Management Consulting Services</i>	
<b>Doña Ana County, NM</b>	Doña Ana County engaged BerryDunn to lead the selection and implementation of land management software. This effort involves assessing the County's needs regarding building permit review and inspections, code enforcement, business registrations, and land use cases; developing a Request for Proposals (RFP); guiding the acquisition of the most suitable software; and providing project management consulting through implementation and configuration of the selected system.	06/2021 – Present
	<i>Building and Development Services Fee Study</i>	
<b>Manatee County, FL</b>	Manatee County engaged BerryDunn to conduct a Building and Development Services Cost of Service and Fee Study project. The focus of the project was to	06/2021 – 07/2022

Client	Worked Performed	Dates
Maui County, HI	<p>review all revenue generated from fees for permits and services provided by the Building and Development Services Department and the identified expenses associated with providing all Department services, as well as to calculate the percentage of full costs recovered delivering services at current fee levels. The information gained from conducting the cost of service analysis and cost recovery determination was used to develop an updated master fee schedule to propose to the County Board of Commissioners for adoption.</p> <p><i>Needs Refinement and Permit Software Acquisition</i></p> <p>Maui County's Department of Parks and Recreation, Permits and Enforcement Section, engaged BerryDunn to help refine its needs and determine software solutions available to best fit those needs. This effort involved RFP development, proposal evaluation, and new permitting system selection to support the Department's operations.</p>	06/2020 – 06/2021
Pitkin County, CO	<p><i>Community Development Department Process Review</i></p> <p><i>Community Development System Selection and Implementation Assistance</i></p> <p>The County engaged BerryDunn in the review of its business processes, completion of a needs assessment, definition of functional and technical requirements, RFP development, and system selection assistance as part of replacing its permitting system. The County replaced their legacy system with support from BerryDunn.</p>	12/2017 – 06/2020 08/2021 – 11/2022
Travis County, TX	<p><i>Consultation Development Review Process and Fees</i></p> <p>Travis County engaged BerryDunn in conducting as-is and to-be process diagramming as part of a thorough review of the County's Development Services processes and fees.</p>	12/2020 – 01/2022
<b>Municipal Clients</b>		
City of Attleboro, MA	<p><i>Development Review Process Improvement Services</i></p> <p>The City of Attleboro engaged BerryDunn to provide process improvement services related to the development review processes of the City for</p>	11/2021 – 06/2022

Client	Worked Performed	Dates
City of Bangor, ME	<p>construction or redevelopment projects. This includes the improvement of communications and development safeguards across departments. In doing so, BerryDunn helped to enhance process flows and identify ways to keep projects on track and efficient.</p> <p><i>2022 Comprehensive Plan</i></p> <p>BerryDunn is assisting the City of Bangor with developing a Comprehensive Plan that will provide a vision for the City's future, guide growth and development, and establish a roadmap for implementation. The project includes conducting an inventory and analysis of existing conditions, establishing a vision based on inclusive and thoughtful community engagement, developing policy and strategy recommendations, and developing a plan for implementation of recommended actions. The project also includes an ongoing engagement strategy intended to build on past engagement efforts that the City has led to keep stakeholders informed throughout the process and provide multiple opportunities for stakeholders to provide feedback and engage in discussion, both in-person and virtually.</p>	12/2021 – Present
City of Beaverton, OR	<p><i>Community Development Department Organizational Development</i></p> <p>BerryDunn worked with City staff and leadership to map the process and sub-processes from end-to-end, engaged customers in defining a “future state” process that will meet their needs and expectations, identified technology investments that will be required to support process improvements, and developed a multi-phase work plan to implement the improvements. Most recently we have provided consultative assistance to the City in implementing the improvements, including developing new customer service standards, performance metrics, and training to support the new culture.</p>	09/2019 – 01/2020
City of Beaverton, OR	<p><i>Electronic Permitting System Consultant and Implementation Project Management</i></p> <p>BerryDunn worked with the City to provide permitting system needs assessment and system selection consulting, which included a business process analysis, current environment assessment and recommendations report, requirements and RFP</p>	01/2019 – Present

Client	Worked Performed	Dates
City of Boca Raton, FL	development, system selection assistance, and contract negotiation assistance.  <i>Community Development System Selection and Implementation Assistance</i>  Our team is currently working with the City to implement a system for planning, permitting, inspections, business licensing, and code enforcement functions, which followed selection activities (requirements definition, RFP development, and procurement assistance).	07/2017 – Present
City of Boston, MA	<i>Business Process Mapping and Improvement of Right of Way Coordination and Management</i>  BerryDunn led as-is and to-be process diagramming to assess the in-house right of way Boston Utility Coordination Software (COBUCS) before a planned update and redesign.	12/2019 – 08/2020
City of Bozeman, MT	<i>Community Development Review Fee Review Study</i>  The City of Bozeman partnered with BerryDunn to establish a process for reviewing its Community Development fees on an annual basis. Our team led an in-depth review of these fees from a cost recovery perspective, working with the City to identify additional services needing fees and training City staff to apply a methodology for calculating fee increases, as the City's needs change. BerryDunn presented its final recommendations to the City Council in April 2021 and finalized staff training in the same month.	09/2020 – 04/2021
City of Broken Arrow, OK	<i>Community Development, Asset Management, and Utility Billing System Implementation Project Management</i>  The City of Broken Arrow engaged BerryDunn to conduct a utility billing system needs assessment, which involved the development of a Needs Assessment Report and an RFP, vendor demonstration and selection, and statement of work and contract negotiations. Following system selection activities, the City contracted BerryDunn to conduct implementation support for its chosen solution.	07/2019 – Present
City of Detroit, MI	<i>Software Management</i>	08/2019 – 09/2020

Client	Worked Performed	Dates
City of Fernandina Beach, FL	<p>BerryDunn provided system selection for software platform to manage the City's tax incentives and U.S. Housing and Urban Development (HUD) formula allocations (including needs assessment, process mapping, fact-finding, requirements and RFP development).</p> <p><i>Building Department Fee Study</i></p> <p>BerryDunn conducted an analysis of the Building Department's user fees and rates, which allowed the City to make informed policy decisions at the aggregate level as well as on each individual fee service. As part of our approach, BerryDunn worked with the City to identify any services currently provided that do not have an associated fee and developed a model to track new recommended fees and recovery rates.</p>	04/2020 – 02/2021
City of Fredericksburg, VA	<p><i>System Consulting Services</i></p> <p>The City worked with BerryDunn to develop an enterprise RFP to include planning, permitting, inspections, and code enforcement as functional areas. Our team also conducted as-is business process diagramming as part of our selection activities.</p>	01/2017 – 05/2017
City of Frisco, TX	<p><i>Electronic Plan Review (EPR) System Selection and Implementation Oversight</i></p> <p>Our team provided EPR system consulting, including as-is process diagramming, options analysis, and system selection assistance. We are currently providing implementation oversight during the implementation of their selected EPR system, Avovle ProjectDox.</p>	05/2018 – Present
City of Gainesville, FL	<p><i>Building Permit Fee Study</i></p> <p>The City of Gainesville engaged BerryDunn to provide support with updating the methodology used to calculate building permit fees, land development fees, and other related services provided by the Department of Sustainable Development's Building and Planning Divisions and to perform a full cost analysis to help ensure the City is recovering the full cost for providing these services.</p>	01/2021 – 06/2021

Client	Worked Performed	Dates
City of Hillsboro, OR	<p><i>Permitting and Planning Software Consultation</i></p> <p>BerryDunn is assisting the City with a permitting system replacement project. The City's current enterprise permitting and planning software no longer supported its business processes. As such, the City engaged BerryDunn to conduct a current environment needs assessment, define requirements, develop an RFP, and support the selection of a new system. We were later engaged to provide implementation support.</p>	08/2021 – Present
City of Homestead, FL	<p><i>Workflow Process Review</i></p> <p>BerryDunn helped the City choose a system for planning, permitting, inspections, code compliance, and business licensing. Project tasks included a needs assessment, current workflow review and recommendations for improvement, fee study analysis report, and defining functional and technical requirements.</p>	11/2015 – 07/2017
City of Irvine, CA	<p><i>Community Development Permit Software Needs Assessment and Procurement Consulting Services and Implementation Project Management</i></p> <p>The City of Irvine's Community Development Department engaged BerryDunn to receive assistance in replacing its legacy permitting and inspection tracking system. This includes needs assessment, vendor selection, procurement, and implementation. The City was using Eden software to track building inspection and permit activities. With this system discontinuing in the coming years, the City sought to replace this system with a new one that will meet both its current and future needs.</p>	08/2020 – Present
City of Largo, FL	<p><i>Permit Fee Study</i></p> <p>The City of Largo engaged BerryDunn to conduct a Community Development Department Cost of Service and Fee Study project, related specifically to building permits and inspections, and planning and engineering support. The focus of the project was to review all revenue generated from fees for permits and services provided by the Community Development Department – Building Division and the identified expenses associated with providing all</p>	03/2022 – Present

Client	Worked Performed	Dates
City of Leander, TX	<p>services and to calculate percentage of full costs recovered delivering services at current fee levels.</p> <p><i>Development Process Review</i></p> <p>The City of Leander engaged BerryDunn to solicit feedback from the development community regarding its services, review development service processes, prepare a SWOT analysis based on industry best practices and community feedback, and provide recommendations. Areas of focus include plan submittals, design standards, design and engineering review, permitting, inspections, code of ordinances, and closeout procedures.</p>	01/2022 – Present
City of Philadelphia, PA	<p><i>Municipal Street Addressing Process Review, CJIS Active Directory Audit, Philadelphia Water Permit Tracking Replacement System</i></p> <p>BerryDunn has worked with the City on multiple projects, including:</p> <ul style="list-style-type: none"> <li>▶ An analysis of property-based information systems and workflows to improve the collection, maintenance, and distribution of current and accurate property data across all City agencies</li> <li>▶ An assessment of existing Right of Way and Code Violation Notice systems for the Streets Department, including development of as-is process diagrams and functional requirements</li> <li>▶ An assessment of existing permit tracking system for the Water Department, including development of as-is process diagrams, functional requirements, and to-be process diagrams</li> </ul>	<p>08/2015 – 12/2015</p> <p>04/2015 – 11/2015</p> <p>05/2019 – 02/2020</p>
City of Plano, TX	<p><i>Building Inspections Process Improvement Project and Development Services Solution System Selection Project</i></p> <p>BerryDunn is currently assisting the City's Building Department with a process review and improvement project. This project involves documenting existing processes and engaging external stakeholders to understand their involvement with City permitting processes and to identify opportunities for improvement.</p>	09/2021 – Present



Client	Worked Performed	Dates
City of Puyallup, WA	<p><i>As-Is Business Process Diagramming for Community Development Functions and Implementation Project Oversight</i></p> <p>Our team provided to-be process mapping and contract negotiation assistance between the City and its chosen permitting vendor and provided project oversight during the implementation.</p>	02/2020 – Present
City of Richland, WA	<p><i>Community Development Business Process Review</i></p> <p>BerryDunn worked with the City to review and assess community development services and asset management business processes.</p>	11/2020 – 02/2021
City of Rockville, MD	<p><i>Business Process Mapping, Analysis, and Training</i></p> <p>Our team provided workflow mapping consultant services, focusing on Service Requests/Work Orders, Asset Management, Regulatory Inspections, and Licensing Processes.</p>	07/2018 – 03/2019
City of Tucson, AZ	<p><i>Permitting System Implementation; Cost of Service Study; and Fee Schedule Redesign</i></p> <p>Following selection of the preferred software system, EnerGov, we conducted a cost of service study focused on the City's Planning and Development Services Department (PDSD), Department of Transportation (TDOT), Building Department, and Fire Department.</p> <p>We are currently assisting the City with an EnerGov implementation project as well as a fee schedule redesign. As part of an environment assessment phase, we facilitated a series of meetings with the current external stakeholders, including but not limited to: builders, contractors, real estate agents, and neighborhood associations. A key task of the fee schedule redesign has included benchmarking Fire, TDOT, and PSDS fees against five peer cities.</p>	12/2018 – 01/2021
City of Tucson, AZ	<p><i>Planning and Development Services Vision 2024 Strategic Planning Project</i></p> <p>The City of Tucson retained BerryDunn to conduct an independent analysis of PSDS and development of its 2024 Vision, with the City's new permitting system playing a key role in the analysis. The resulting roadmap will include recommendations based on best</p>	07/2021 – Present

Client	Worked Performed	Dates
City of Wilmington, NC	practices in policy, process, and level of service, funding, technology, and personnel. The roadmap should also account for possible the barriers and challenges to implementing recommendations.	
	<i>EnerGov Implementation Project Management</i>	
	To assist the City in selecting and implementing an enterprise system, including planning, permitting, code enforcement, and inspections as functional areas, BerryDunn conducted a current environment needs assessment, defined requirements, developed an RFP, facilitated selection activities, and guided contract negotiation. Our team is currently assisting with the implementation of the City's chosen system, Tyler Technologies EnerGov.	02/2019 – Present
Town of Longboat Key, FL	<i>Comprehensive Fee Study</i>	
	The Town of Longboat Key engaged BerryDunn to lead a comprehensive user fee study for the Building and Fire Prevention Departments. Activities included on-site interviews with staff from each department, with a focus on documenting the current fee environment and providing recommended changes via cost model for the future state. The final report was presented to the Town Commission.	08/2018 – 03/2019
Town of Yarmouth, ME	<i>Community Facilitation/Public Engagement Services</i>	
	The Town of Yarmouth engaged BerryDunn to assist its Department of Planning and Development in the development of a vision statement. The scope includes facilitating public meetings, developing outreach strategies and evens, developing its vision statement, and presenting to the Town Council.	05/2022 – Present
Town of Wells, ME	<i>Permitting Process Review</i>	
	The Town of Wells engaged BerryDunn to conduct a review of current permitting processes. This project involved engaging Town staff and members of the development community. The result was a final presentation of recommendations for improvement to Town leadership.	09/2017 – 02/2018
Village of Schaumburg, IL	<i>Permitting and Inspections Operational Study</i>	
	The Village of Schaumburg engaged BerryDunn to complete a permitting and inspections operational	02/2021 – Present

**Client**

**Worked Performed**

**Dates**

study of its Community Development Department. The purpose of the study is to identify opportunities to improve the efficiency and effectiveness of permit services provided to external customers. The study came about to address sporadic and ongoing concerns expressed by customers and elected officials regarding village regulation and processes as well as a desire for continuous improvement.



*Our Commitment to the State*

As a New England-based firm, we are deeply committed to serving the State and its neighbors. In fact, we have conducted more than 100 projects for local and state government agencies, colleges, and universities across the region. Further, our firm has locations in Glastonbury and Hamden, Connecticut, as well as several other locations throughout New England. The breadth and depth of our local experience, resources, and office locations strengthen our ability to provide responsive services to local government clients in the State and beyond, as well as understand the challenges and opportunities that exist across the associated public-sector landscape. Further, one of our proposed subject matter experts has worked in the State's local government landscape overseeing the same functions as what is requested by the City on this initiative.

Below, we list many of our State-specific, public-sector clients.

- City of Norwalk
- City of Waterbury
- Connecticut Department of Children and Families
- Connecticut Department of Public Health
- Connecticut Department of Social Services
- Southern Connecticut State University
- Town of Greenwich
- Town of Manchester
- University of Saint Joseph
- Wesleyan University

## Tab 5. References

Below, we provide three references for whom we provided similar services. We are happy to provide additional information upon request.

### **Village of Schaumburg, Illinois**

*Permitting and Inspections Operations Study | 02/2021 – 09/2021*

#### **Contact Information**

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Julie Fitzgerald, Community Development Director	<i>Address</i>
Tel: 847-923-3867	101 Schaumburg Court
Email: <a href="mailto:jfitzgerald@schaumburg.com">jfitzgerald@schaumburg.com</a>	Schaumburg, IL 60193

### **City of Attleboro, Massachusetts**

*Development Review Process Improvement Services | 11/2021 – Present*

#### **Contact Information**

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Catherine Feerick, Economic Development Director	<i>Address</i>
Tel: 508-223-2222	77 Park Street
Email: <a href="mailto:catherinefeerick@cityofattleboro.us">catherinefeerick@cityofattleboro.us</a>	Attleboro, MA 02703

### **Travis County, Texas**

*Consultation Development Review Process and Fees | 12/2020 – 01/2022*

#### **Contact Information**

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Anna Bowlin, Director of Development Services	<i>Address</i>
Tel: 512-854-7561	700 Lavaca Street
Email: <a href="mailto:anna.bowlin@traviscounty.gov">anna.bowlin@traviscounty.gov</a>	Austin, TX 78701

## Appendix A. Resumes



Kevin Price, MPP,  
PMP®, Prosci® CCP  
*Project Principal*

### Education and Certifications

Masters, Public Policy  
and Management,  
Concentration in  
Financial

Management,  
University of Southern  
Maine

BA, Economics and  
Political Science,  
University of Maine

Project Management  
Professional® (PMP®),  
Project Management  
Institute®

Prosci® Certified  
Change Practitioner

Lean Six Sigma Green  
Belt Certified

### Professional Affiliations

City of Westbrook, ME  
Recreation and  
Conservation

Commission –  
Member, 2021 – 2023

City of Westbrook, ME  
Sewer Commission –  
Member, 2021 – 2023

**Kevin Price** leads BerryDunn's Community Development and Utility Operations Practice, assisting local government clients with business process improvement, fee analysis, system selection, and implementation projects. A certified Project Management Professional® (PMP®), he has extensive experience in assessing the business needs and processes of municipal clients for permitting, inspections, planning, code enforcement, and land management functions. Kevin is also a Lean Six Sigma Green Belt, allowing him to continuously define, measure, analyze, improve, and control projects and environments for his clients.

### Project Experience

**Local Rapid Recovery Plan Program**, Massachusetts Department of Housing and Community Development – Principal and Engagement Manager

**Business Process Review Services**, Travis County Transportation and Natural Resources, Texas — Principal and Engagement Manager

**Business Process Mapping and Improvement of Right of Way Coordination and Management**, City of Boston Public Works Department – Engagement Manager

**Development Process Review**, City of Leander, Texas – Principal

**Permit Tracking Replacement System**, City of Philadelphia Water Department, Pennsylvania – Engagement Manager

**Municipal Street Addressing Process Review**, City of Philadelphia, Pennsylvania – Project Manager

**Electronic Plan Review Audit, Selection Assistance, and Implementation Oversight**, City of Frisco, Texas – Engagement Manager

**Permit Software Needs Assessment and Procurement Consulting Services**, City of Irvine Community Development Department, California – Engagement Manager

### Key Focus Areas

**Process Analysis and Improvement:** Kevin has assisted BerryDunn clients with process improvement projects as part of system replacement projects and as standalone projects. Kevin has previously led the process improvement projects with the Cities of Rockville, Maryland; Alexandria, Virginia; Philadelphia, Pennsylvania; and Frisco, Texas. He also led the mapping of Community Development and Utility Operations processes for the City of Richland, Washington.

**Project Management:** Kevin has managed system selection and IT strategic planning projects for some of BerryDunn's most complex local government clients. He previously managed BerryDunn's Municipal Street Addressing and Right of Way Permitting and Code Violation System Assessment Projects for the City of Philadelphia.



Keri Ouellette,

AICP, MCRP  
*Project Manager*

**Education**

Masters of City and Regional Planning (MCRP), Georgia Institute of Technology

BA, Urban Studies and Architectural Studies, Connecticut College

American Institute of Certified Planners (AICP)

**Professional Affiliations**

APA Northern New England Chapter

American Planning Association (APA)

**Keri Ouellette** has spent 15 years of her career in local government permitting, inspections, and land development departments. From smaller cities (Portland, Maine) to large city agencies (New York City), Keri brings deep knowledge of policy development and the complex issues municipalities face in addressing growth and managing enforcement. She augments this knowledge with strong technical literacy in the technology that supports permitting and planning, as Keri pioneered system modernizations in her positions with multiple municipalities.

**Project Experience**

**Comprehensive Plan Development**, City of Bangor, Maine – Project Manager

**Local Rapid Recovery Plan Program**, Massachusetts Department of Housing and Community Development – Lead Planner

**Development Services Business Process Improvement Consulting Services**, City of Chelsea, Massachusetts – Business Analyst

**Business Process Review Services**, Travis County Transportation and Natural Resources, Texas — Business Analyst

**Permitting System Implementation Assistance**, City of Wilmington, North Carolina – Business Analyst

**Other Relevant Experience**

**City of Portland, Maine:** As the permitting manager for the City of Portland, Maine, Keri oversaw the entire permitting process from intake through inspection completion for all construction permits and also managed enforcement of City codes and ordinances. During her tenure, Keri managed the implementation of a modern online permitting and records management system. She was integral in the technical pieces such as system customization and conducting quality assurance testing while leading the business processes to support the systems, like training staff and establishing workflows.

**Key Focus Areas**

**City Planning:** Keri evaluated development applications and zoning and environmental reviews for the Planning, Zoning, and Architectural Review Boards for the Town of Eastchester, New York. She modernized the technology environment by implementing the use of GIS to prepare maps for planning analysis. Her work also involved community-based research around policy issues, and she drafted local laws related to zoning, housing, urban design, and environmental management.

**Program Coordination and Management:** Keri held the positions of program coordinator and senior program manager for the New York City Department of Housing Preservation and Development (HPD), Division of Building and Land Development Services. She was responsible for coordinating and planning services related to HPD’s loan programs for both new construction and preservation of affordable housing.



Khara Dodds,

AICP, MCRP

*Business Analyst and  
Subject Matter Expert*

#### Education

Masters in City and  
Regional Planning  
(MCRP), Rutgers  
University

BA, Urban  
Studies/Africana  
Studies, Rutgers  
University

American Institute of  
Certified Planners  
(AICP)

#### Professional Affiliations

American Planning  
Association (APA)

APA Texas Chapter

Texas Association of  
Development  
Corporations

**Khara Dodds** is a senior consultant in BerryDunn's Local Government Practice Group and has more than 13 years of leadership experience and 20 years of experience in planning and community engagement. She has led various departments in planning and land use services, economic development, code enforcement, and inspections services, most recently the Towns of Prosper, TX and Glastonbury, CT. She empowers communities, impacts lives, and makes a difference in her work and she leverages her experience in city and regional planning to assist clients as they move forward in their endeavors.

#### Relevant Experience

**Town of Prosper, Texas:** As the Director of Development Services, Khara led the Planning, Health/Code Compliance, and Building Inspection Divisions through multiple strategic planning initiatives focused on improving town operations and procedures.

**Town of Glastonbury, Connecticut:** Serving as Director of Planning and Land Use Services, Khara oversaw four divisions, including the Offices of Health, Fire Marshall, Building Official/Zoning Enforcement, and Planning. She also led the Community Development Department through the COVID-19 pandemic, resulting in major shifts in department services with many business practices and procedures being transformed to digital processes.

#### Key Focus Areas

**Planning and Development:** Through leadership roles in departments in development, planning and land use services, and economic development, Khara has worked to implement initiatives to improve quality of life for residents and businesses within communities. A key project example is the creation of a vision for future development of the Dallas North Tollway, a primary thoroughfare in Prosper, TX. She has also completed major city initiatives, including a Capital City Parks Master Plan and Downtown North Master Plan for the City of Hartford, CT.

**Leadership:** Khara has assisted clients in the development and adoption of new ordinances and codes, participated in the annual budget process and educational improvement initiatives, and served as a liaison to various stakeholders. She successfully led the Town of Glastonbury's Sustainable CT certification, earning the Town a Silver Certification (the highest level and designation); coordinated the review process of securing land use approvals; and worked with underserved neighborhoods on improvement and revival.

**Process Improvement:** Khara has managed the plan review process of large-scale development projects and helped ensure coordination with staff and board/commission members. In addition, she has initiated the planning process for affordable housing; collaborated with stakeholders to develop incentive programs; negotiated policy and map amendments on behalf of municipalities in the state planning process; and prepared local planning documents including development studies and annual planning reports.



Jesse Myott, MA  
*Subject Matter Expert*

#### **Education and Certifications**

AS, Champlain  
College

BA, History, University  
of Rhode Island

MA, History, San  
Francisco State  
University

#### **Professional Affiliations**

California Society of  
Municipal Finance  
Officers (CSMFO)

Municipal  
Management  
Association of  
Northern California  
(MMANC)

**Jesse Myott** brings nearly a decade of public-sector experience, focusing on supporting municipalities with operating and capital improvement budget development and management; special fund accounting, revenue and expenditure forecasting; customer valuation; and cost of revenue analyses for municipal programs and services.

#### **Project Experience**

**Permit Fee Study**, City of Largo, Florida – Project Manager

**Business Process Review Services**, Travis County Transportation and Natural Resources, Texas — Subject Matter Expert

**Local Rapid Response Planning**, Massachusetts Department of Housing and Community Development – Subject Matter Expert

**Citywide Fee Study**, City of Villa Park, CA – Project Manager

**Development Services Business Process Improvement Consulting Services**, City of Chelsea, Massachusetts – Business Analyst

**Building and Development Fee Study**, Manatee County, Florida – Project Manager

**Needs Analysis and Financial System Selection Assistance**, Waste Commission of Scott County, Iowa – Engagement Manager

**Needs Analysis and Financial System Selection Assistance**, Waste Commission of Scott County, Iowa – Business Analyst

**Building Fee Study**, City of Gainesville, FL — Project Manager

#### **Key Focus Areas**

**Process Analysis:** Jesse is an experienced municipal finance and management professional with nearly a decade of experience serving in many areas of local government both as an analyst and in management roles. His municipal business process knowledge extends through city administration, public works, water delivery and waste collection services, solid waste collection, public safety, economic development and redevelopment, library and recreation services, human resources, capital improvement program development, facility planning, compensation and benefits analysis, and citywide operating budget planning, monitoring and delivery.

**Fee Studies:** Jesse has authored highly complex and sensitive fee studies, created detailed subsidy analyses, developed cost recovery models, and water and sewer rate setting models for a number of municipalities in the San Francisco Bay Area, California and Boston, Massachusetts area.





Alison Tobey, MA  
*Business Analyst*

#### **Education and Certifications**

MA, Global Policy and International Affairs,  
University of Maine

BA, Journalism,  
University of Maine

**Alison Tobey** is a consultant in BerryDunn's Local Government Practice Group and brings her passion for helping others to her work. Her prior consulting experience lends to this desire and has afforded her the opportunity to help clients connect with stakeholders; to assist clients in preparing for conventions; and to better understand the current markets and competitors. She cares about what she does, and she leverages her skills in every situation to better assist clients.

#### **Key Focus Areas**

**Communication:** Alison's experience as a journalist afforded her the opportunity to enhance her written and verbal communication skills. Alison has also designed and built two social media campaigns and spearheaded content creation to help build a better cohesive social media strategy, and she developed content based on research at the University of Maine to assist the Vice President of Research and Dean of the Graduate School.

**Content Development:** Alison's prior experience includes working with The Cohen Group (TCG), a consulting firm in Washington, DC. She worked on multiple projects, both short and long term, with senior consultants. This included, but was not limited to, developing prep packets that provided background knowledge for clients and expanding written and digital products for clients, including PowerPoint briefs, market research, trip books, and draft outreach notes.

**Research and Analysis:** Studying internal relations with a concentration in security and foreign policy, Alison has the necessary analytical and professional skills to deal with pressing local and global challenges. She has provided support and led primary research and analysis on a diverse array of topics to meet client requests and needs. In addition, Alison has leveraged her research and analytical skills to successfully curate content for the media allowing her to write thorough, well-developed articles.

## Appendix B. Requested, Negotiable Exceptions

Listed below are two requested, negotiable exceptions to the City's provided terms and conditions. We believe in being fully transparent about any potential conflicts at the time of proposal. To this end, we have our Compliance Team perform a thorough review. As consultants focused on government clients, we are aware of the limitations on exceptions and additional constraints. If selected for this project, we fully expect to work with the City to reach an agreement on these terms that is fair and beneficial to both parties.

**Page 19, Section 17(a):** BerryDunn has a robust professional liability policy for acts or omissions of BerryDunn, our agents, employees, and subcontractors. This policy contains language within it that states that it will not apply if BerryDunn takes on additional liabilities under contract, such as the agreement to indemnify a client for its own negligence. To help ensure that our clients have the protection of this policy, as requested by this RFP, we ask to use the following language instead, which we believe is fair to both parties:

*The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client against damages, liabilities and costs arising from the negligent acts of the Contractor in the performance of professional services under this Agreement, to the extent that the Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between the Contractor and the Client. The Contractor shall not be obligated to indemnify the Client for the Client's own negligence.*

**Page 19, Section 17(B), and Page 20:** As is industry standard, we cannot name a client as an additional insured on our Professional Liability or Workers' Compensation policy but may list them as a certificate holder.

**REQUEST FOR QUALIFICATIONS**  
*with* **SEALED PRICE PROPOSAL**

**COX02923A**

**BUILDING PERMITTING PROCESS ANALYSIS**



**CITY OF BRIDGEPORT  
DEPARTMENT OF PUBLIC PURCHASES  
999 BROAD STREET  
BRIDGEPORT CT 06604**

**2PM, WEDNESDAY, OCTOBER 12, 2022**

**COX02923A**

**Building Permitting Process Analysis for the City of Bridgeport CT**

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Sealed submissions for a comprehensive review of the **Building Permitting Process for the City of Bridgeport** will be received by the **Department of Public Purchases, 999 Broad Street, 2<sup>nd</sup> Floor, Bridgeport, CT 06604** until **2:00 p.m. on Wednesday, October 12, 2022**

The City of Bridgeport is seeking proposals from qualified firms to provide an independent process analysis and review of the City's current overall building permitting process. Each qualified respondent is to provide a submission along with a SEALED price proposal in conformity with the terms of this Request for Qualifications with Sealed Price Proposal, herein referred to as *RFQ/P* by the deadline of 2pm, Wednesday, October 12, 2022. The respondent selected by the City, pursuant to the terms of this RFQ/P & the City's contracting procedures, is referred to herein as the *Contractor*.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

All Contractors located or owning property in the City of Bridgeport shall assure that all real and personal property taxes are paid.

It is hereby understood, agreed, and acknowledged that upon award of the successful respondent, the undersigned shall be bound and obligated to perform for the City of Bridgeport in accordance with the Terms, Obligations, Conditions, and Specifications as set forth in this RFQ/P. Any changes, revisions or alterations of the Terms, Conditions, and Requirements herein shall deem this document to be null and void.

The successful awardee will enter into a professional services agreement approved by the Office of the City Attorney.

# **RFQ/P SPECIFICATIONS**

## **INTRODUCTION**

The City of Bridgeport (City) is seeking a qualified firm to provide an independent process analysis and review of the City's current building permit process. Departments involved in the process include Building Department, Zoning Department, Engineering Department, Fire Marshall, License & Permitting Division, Housing Code Division, Environmental Health Division, Anti-Blight Division, and Parks Department.

## **GENERAL PROJECT OVERVIEW**

The City of Bridgeport strives to provide a very high level of service and ease of process for its citizens, businesses, and development communities.

The City has identified the need for a comprehensive permitting process analysis with an intentional goal to improve development services efficiency and enhance the internal and external customer experience. The city is seeking a qualified consulting firm to provide an independent analysis relative to the city's current permitting process.

The process of mapping and analysis desired is multidisciplinary and will require coordination across several departments and functions within the City. The City is open to discussion with the successful respondent about the order and sequence of the specific processes for process mapping, analysis, and recommendations for improvement, including easing the process of some homeowner applications i.e., fence permit.

The City desires a review, including but not limited to, current organization, management, policies, and processes as they relate to the components of development proposals, intra departmental consultation, plan review, permitting, inspection and code enforcement, which is required for all public and private development related projects.

The successful respondent will conduct an operational analysis of and provide recommendations for improvements in efficiency and customer service among numerous processes and areas of service within the permitting process.

The City ultimately expects a final report that includes a summary of the analysis undertaken, relevant data and specific recommendations regarding operational procedures, policy, management, and resources to include, staffing, technology resources, and facilities enhancements for the City to consider and potentially implement.

## **GENERAL OVERVIEW OF THE CITY**

The City of Bridgeport is in Fairfield County and is approximately 60 miles east of New York City on the northern shore of Long Island Sound. With a 2020 US Census population of 145,014 residents Bridgeport is the largest city in the State of Connecticut. The City is part of the New York combined statistical area and is the fifth largest city in New England.

Bridgeport has a Mayor-Council form of government. There are 20 council members: two council members from each of the ten districts.

The City has a Police Commission, Fire Commission, Ethics Commission, Historic District, Planning and Zoning, Zoning Board of Appeals, Board of Public Purchases, Bridgeport Housing Authority, Parks Commission, Library Board, Board of Education, and the Water Pollution Control Authority. Each section of the City has an NRZ executive board which meets once a month with residents and local business leaders.

## **BACKGROUND**

The City strives to work collaboratively with its citizenry, development community, and related City departments to review all development proposals and then present them to the appropriate agency for consideration, to prepare comprehensive plans, master plans, and strategic plans for future development consideration, and to permit, inspect and approve development improvement projects within the community.

City of Bridgeport staff that participates in the City's development services are responsible for plan review and permitting and the inspection of development projects to ensure compliance with various federal, state, and local regulations, ordinances, and standards, including ADA Accessibility compliance. Development service provider staff consists of Engineers, Planners, Zoning Officials, Building Officials, Site Inspectors, and Administrators in multiple departments within the City.

The City's focus on development activity for construction development proposals includes system resources dedicated to enforcing zoning compliance, site compliance, State stormwater compliance, Federal flood zone compliance, State building code (Building, Plumbing, Mechanical, Electrical) compliance, State Fire Code compliance, and the oversight of various infrastructure maintenance and improvement for public projects within the city limits. These systems are all complex and involve many regulatory requirements and coordination with various state and local agencies.

The City's Building Division has distinct responsibilities in the permit and inspection processes of construction development. They are responsible for oversight of construction development, which includes the issuance of building permits and the provision of field inspections to determine compliance. Other staff members, housed in the Planning Division (zoning, site, and design compliance), the Parks and Recreation Department (landscaping/site compliance), the Fire Marshall's office (Fire Code compliance), and the Public Works Department (Engineering Division-environmental, civil site and traffic compliance), assist with this process.

## **BACKGROUND** *cont.*

Planners administer the Subdivision Ordinance, receive applications, issue permits, and provide plan review services to ensure compliance with the Boards and Commission Conditions and Approvals and the Land Management Ordinance.

Zoning Officials provide plan review and inspection services to ensure compliance with the Land Management Ordinance and compliance with the Boards and Commission Conditions and Approvals.

Engineers provide plan review, inspection, design, and project management services for transportation, storm water management, water and sanitary sewer plans, traffic management, and erosion/sediment control. These functions are performed to ensure compliance with the Land Management Ordinance, City engineering standards and State Agency requirements.

Building Officials provide administration, receive applications, issue permits, and provide plan review and inspection services to ensure compliance with State Building Code requirements.

Fire Marshal staff receive applications, issue permits, and provide plan review and inspection services to ensure compliance with State Fire Code requirements.

During site construction, the Engineers and Site Inspectors provide inspection services to ensure projects are built in compliance with approved plans, City ordinances, and applicable standards. These staff are responsible for coordination of site-related City Code requirements during construction, and in conjunction with the City's building permit process toward an eventual hold or release of a certificate of occupancy.

In addition, there are other City agencies that provide plan review, development review and inspection services through the building permit process. These services are primarily administered by the Building Department staff, Zoning staff and Fire Marshal staff.

## SCOPE OF SERVICES

### OVERVIEW

The City is seeking assistance from an experienced firm to conduct a comprehensive and objective review of the City's development review, permitting and inspection processes and procedures. The selected firm will be responsible for conducting the review from various perspectives (developer, contractor, citizen, neighborhood, etc.) to ensure the city provides a fair and predictable environment for development which results in timely decision-making, informs, and protects neighborhoods and leads to high-quality development. In addition to an analysis of the existing processes, the selected firm should engage various stakeholders, including staff and elected officials, through a variety of means (i.e., stakeholder interviews, focus groups, customer surveys, etc.) to identify public perceptions, expectations, as well as experiences and outcomes.

The final deliverables should highlight aspects of the existing development review and permitting systems that work well and pinpoint areas that need improvement, including an assessment of departmental culture as it relates to customer service. Recommendations should provide a roadmap for making needed improvements including, but not limited to, operations (including any staffing level changes and/or reorganization necessary to implement recommended changes), technology, customer service, communication, and emerging trends. Additionally, an evaluation of the need and desirability of a Development Service Center (one stop shop) considering the significant shift to online permitting (80%). A financial analysis and cost projections should also accompany all recommendations.



## SCOPE OF SERVICES *cont.*

### ANTICIPATED DELIVERABLES

Services required for this project shall include, but not be limited to:

- Engagement with key staff to:
  - Clarify project goals.
  - identify special issues to be considered.
  - identify staff required to participate.
  - identify staff responsibilities and accountability.
  - identify supervisor roles and responsibilities.
  - identify department head role and responsibilities.
  - identify all permitting process issues.
  - Final deliverable to include potential cost impact of each recommendation
  
- Engagement with staff to discuss the process analysis.
- Documentation, analysis and assessment of the existing organizational structure and staffing levels.
- Documentation, analysis and assessment of the existing land management policies and ordinances and recommendations to facilitate improvement.
- Recommendation of optimal organizational structure and staffing levels required to implement final organization, management, and process/procedure recommendations.
- Documentation, analysis and assessment of existing processes and procedures.
- Development of a narrative description and process map of the current processes.
- Identification and recommendation for the elimination of any redundant or unnecessary steps found in the workflow for each process.
- Identification and documentation of existing processes and procedures that work well and should remain in place.
- Identification and recommendation of relevant technologies (software, hardware, and data management) to facilitate improvements to processes, procedures or required staff training.
- Presentation of findings and recommendations to the city project team and City Council.
- Written progress reports at agreed upon intervals.
- A narrative description and process map of the recommended organization, staffing, processes, and procedures.
- A report that contains a Process Improvement Plan, to include a narrative description and a process flow diagram (business flowchart).
- Final deliverable to include potential cost impact of each recommendation.

## SCOPE OF SERVICES *cont.*

### MINIMUM QUALIFICATIONS

Demonstrated experience and knowledge of Connecticut State Statutes as they relate to Zoning, Building, Engineering, Fire Marshall, PZA, ZBA, Historic Districts, WPCA, Housing Code, and Environmental Health. And/or proven experience performing similar work in a city of similar size with no less than 50,000 residents.

Firms responding to this RFQ/P must have a track record of performing process improvement studies specific to municipal development review, permitting, and building inspections programs. Including revitalization specific assignments.

Firms shall provide examples of relevant projects, qualifications of key personnel that will be assigned to the project, the plan/approach, schedule, **SEALED** cost to meet the Scope of Services and provide a minimum of three (3) references for whom similar services have been provided.

### SUBMISSION REQUIREMENTS

The response to the RFQ/P should include the following:

**Table of Contents:** Identify contents by tab and page number.

#### **TAB 1 - Letter of Interest:**

- a. The respondent's understanding of the work to be performed specifically related to the City's requirements to analyze and improve current processes, procedures, and ordinances. Respondent's knowledge of Connecticut State Statutes and City ordinances.
- b. A positive commitment to perform the services.
- c. The names of key persons, representatives, project managers who will be the main contacts for the City relative to this project.

#### **TAB 2 - Team Qualifications:**

- a. Qualifications, knowledge, and experience of the Principal, Project Manager, and professional staff assigned to this project.
- b. The overall team capacity, balance, and organization.
- c. Assessment of the availability and ability of the Project Manager and key personnel to perform the project scope in a timely manner.
- d. The consultant's ability to become familiar with processes, procedures, and ordinances of the City.
- e. Sub-consultant's and/or sub-contractor roles and responsibilities clearly outlined, including deliverables.

## **SCOPE OF SERVICES** *cont.*

**TAB 3 – Project Approach, Scope, Deliverables:** Clearly define the program offered and your method of approach, as well as the resources assigned to include, but not be limited to, the following elements:

- a. Consultant's approach to project /overall methodology.
- b. Consultant's understanding of overall project and proposed timeline to the project within each major element defined in the Scope of Services.
- c. The proposed workflow, schedule, and internal organization as it relates to Consultant's ability to produce deliverables.
- d. Clearly defined tasks, deliverables and schedule presented in a format that can be easily translated into the scope of services.
- e. Customer and staff engagement.
- f. Detailed summary timeline for completion.

**TAB 4 – Proven Performance:**

- a. Detailed information regarding completed similar projects for development review, permitting and inspections programs.
- b. Information regarding the success of implementation of project recommendations.
- c. Working relationships with previous clients.
- d. Job satisfaction expressed by previous clients, and the firm's ability to work well with organizations and project teams of a similar composition and nature to the City of Bridgeport.

**TAB 5 – References:**

- a. A minimum of three (3) references, preferably from other public entities, for whom you have provided similar services of similar size, and socioeconomic status. Include the name of entity, contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.
- b. Include references specifically dealing with permitting processes.

## **SEALED COST PROPOSAL**

A Sealed Cost Proposal for Professional Services, as addressed in this RFQ, must be submitted, and will be opened separately from the other submitted required response documents.

The sealed cost proposal shall provide one-time fees as requested for the entire project. Proposal prices shall not include federal, state, and local taxes. Pricing must be all-inclusive, as no additional charges will be allowed except for additional services as requested by the City, if any. There will be no additional reimbursement for travel time or expenses, telephone costs, copying costs, etc.

## **SELECTION COMMITTEE**

There will be a selection panel of between 3-5 persons, consisting of one or more representatives from the CAO's Office, one or more representatives from the City's ITS Department, one or more representatives from the Labor Department, and one or more representatives from the City's Office of Planning and Economic Development. The selection committee will be evaluating the factors as described in the specification of this RFQ/P.

## **EVALUATION CRITERIA/INTERVIEWS**

A selection committee will review and evaluate all submissions. After the evaluation, the committee may conduct interviews with the most qualified respondents before final selection.

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Submissions will be evaluated on the following criteria:

<b>Evaluation Criteria</b>	<b>Points</b>
Project understanding, proposed approach, accuracy, overall quality, thoroughness, and responsiveness to the City's requirements as summarized herein	40
Experience, team qualifications with staffing studies of cities of similar size	40
Staff and availability of resources	10
Time to complete project	10

## SUBMISSION INSTRUCTIONS

**ONE (1) ORIGINAL, FOUR (4) COPIES AND ONE (1) ELECTRONIC VIA THUMBDRIVE MUST BE SUBMITTED.**

Sealed submissions must be received and time-stamped by the Purchasing Department prior to RFQ/P closing time. No submission received after closing time will be considered.

To ensure proper handling & avoid misdirected delivery, please mark your RFQ/P envelope as follows:

### **COX02923A – BUILDING PERMITTING PROCESS ANALYSIS**

Send your submissions to:

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

**RFQ/P (RFQ with sealed Price Proposal) submissions are due:  
2:00 PM, Wednesday, October 12, 2022**

**Late Submissions:** City will not assume responsibility if a submission is misdirected, or its delivery is delayed. It shall be the sole responsibility of the submitter to pay for any type of delivery service charge, and to see that the Office of the Purchasing Agent receives his/her submission on time. The clock used shall be the Purchasing Agent's official date and time stamp clock. The City does not assume financial responsibility for late deliveries by the U.S. Postal System or any other delivery service.

The City shall not be responsible for and/or shall not pay any costs associated with the preparation, submission, or presentation of any submission, or costs incurred by the responding firms during the interview and negotiations phase of the solicitation process.

## TENTATIVE RFQ/P TIMELINE

RFQ/P Issued	September 14, 2022
Question submission deadline	September 28, 2022
Answers to questions deadline	October 3, 2022
<b>RFQ/P RESPONSES DUE</b>	<b>October 12, 2022</b>
Interviews to occur if necessary	Week of October 17, 2022
Select preferred vendor	Week of October 24, 2022
Presentation to the Board of Public Purchases	November 9, 2022
Commence negotiations with preferred vendor	TBD
Submit for City Council Approval	TBD

### CITY RESERVATION OF RIGHTS

The City reserves its rights to reject any or all responses or any portion thereof that it may determine to be in its own best interests, for whatever reason.

## PROFESSIONAL SERVICES AGREEMENT

### Permitting Process

**THIS AGREEMENT** between the parties dated the \_\_\_ day of \_\_\_\_, 2022 (the "Agreement") is hereby entered into between \_\_\_\_\_ with its principal places of business at \_\_\_\_\_ (the "**Consultant**") and the **City of Bridgeport**, through \_\_\_\_\_, with its principal place of business at 45 Lyons Terrace, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

**WHEREAS**, the City advertised a Request for Qualifications with sealed Price Proposals ("RFQ/P") on \_\_\_\_, 2022 for the purpose of reviewing the permitting and operational efficiency of the Building Department such RFQ is attached hereto as **Exhibit A**;

**WHEREAS**, the Consultant submitted responsive documents on \_\_\_\_, 2022, which are attached hereto as **Exhibit B**; and

**WHEREAS**, the Board of Public Purchases reviewed the solicitation and selection process at their meeting on November 9, 2022, **and approved said process**; and

**WHEREAS**, the City selected the Consultant based upon its qualifications and proposal and further based upon the Consultant's statements and representations made therein; and

**WHEREAS**, the City is utilizing General Funds to contract with the Consultant; and

**NOW, THEREFORE**, for good and valuable consideration, the parties mutually agree as follows:

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Consultant to provide a comprehensive Police Operations and Staffing Assessment, inclusive of an actionable Strategic Plan (the "Assessment"), of all Division of the Bridgeport Police Department, such duties being more detailed and delineated in the Scope of Work attached hereto and made a part hereof as **Exhibit C** and such other tasks as the City may direct the Contractor to perform within the general scope of activities for which the Contractor is being engaged (the "**Services**" or "**Project**").

2. Term of Engagement. This Agreement shall commence within five (5) business days of the date last below written and shall continue in full force and effect until **December 31, 2022**, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City. The City may extend the Contract for up to **one (1) additional 3-month terms, for a maximum term of six months**. The City is not obligated to extend the Contract.

3. Contract Time. The initial Assessment shall be due on or before December 31, 2022. The City will have 15 days to review the initial Assessment and provide feedback to the Consultant during which time the City and the Consultant shall meet to discuss the initial Assessment. Consultant shall complete the final assessment the earlier of January 31, 2022, or 30 days from receipt of feedback from the City (the "Final Completion Date.").

(a) Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant further agrees that the work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

#### 4. Responsibilities of Consultant

(a) Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. The Consultant shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the City in writing. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

(b) Working Hours. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

(c) Pandemic Restrictions. Limitations relating to such shall follow local Health Department guidelines.

(d) Publicity. Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

(e) Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables,

workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

(f). Consultant's Employees. The Consultant shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

5. Record of Activities. The Consultant shall maintain contemporaneous daily time records of hours and tasks performed in sufficient detail requested by the City, which records shall be submitted to the Project Manager as requested during the Term, or unless otherwise directed by the City. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

6. Payment.

(a) Source of Funds. The Consultant's activities under this Agreement will be funded **General Funds**. The parties understand that the Consultant will provide its Services pursuant to the Scope of Work, including reimbursable expenses, up to a maximum not-to-exceed amount to be determined.

(b) Payment. The Consultant will submit invoices to the Project Manager on a monthly basis for the prior month's Services rendered and such invoices shall be paid by the City within 45 days of receipt of a complete invoice. The Project Manager will promptly review each Consultant invoice and shall, within ten (10) business days of receipt, either approve such invoice for payment or advise Consultant of any revisions or additional documentation necessary to render such invoice so approved.

5. Acceptability of Information and Reports Supplied by the Consultant. Any and all information and reports, whether supplied orally or in writing by the Consultant, shall be based upon consistent and reliable data-gathering methods and may be relied upon by the City. The City acknowledges that all such information and reports were prepared for the project at hand and are neither represented nor warranted to be appropriate for reuse on any other project or under different circumstances and that any such reuse shall be at the sole risk of the City and without liability to the Consultant.

7. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the



City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

#### 8. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

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

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

#### 10. Representations and Warranties.

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

(a) The Consultant represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in its employ or will hire qualified and trained personnel to perform the Services required.

(b) The Consultant represents that it can commence the Services promptly within five (5) days of the receipt of a notice to proceed and will complete the Services in a timely manner on a schedule to be approved by the City.

(c) The Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.

(d) The Consultant's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

(e) The Consultant will not subcontract any of the work to third parties without prior written notice to the City and receipt of the City's prior written consent.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of same in accordance with the terms of this Agreement.

(h) The Consultant represents that it possesses all licenses and permits that may be required to perform the Services required by this Agreement.

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

(j) The Consultant represents and warrants that any computer program included as a deliverable Service hereunder operates substantially in accordance with the specifications for such work and in compliance with Year 2000 Standards. For these purposes, "**Year 2000 Standards**" means the deliverable Services and the reports prepared in connection therewith records, stores, recognizes, interprets, processes and presents both 20th and 21st century dates using four (4) digit years and operates at a programming interface level with other programs for which it could reasonably be expected to operate without causing the other programs to violate such Year 2000 Standards.

11. Remedies & Liabilities.

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

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

12. Notices. Notices sent to either party shall be effective on the date delivered in person by hand or by overnight mail service or on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the City:

Chief Administrative Office  
City of Bridgeport  
Margaret E. Morton Government Center  
999 Broad Street, Second Floor  
Bridgeport, Connecticut 06604

with a copy to:

Office of the City Attorney  
999 Broad Street, Second Floor  
Bridgeport, Connecticut 06604

If to the Consultant:

At the address specified above.

### 13. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under **Section 7** ("Confidential Information"), **Section 9** ("Injunctive Relief") or **Section 10** ("Warranties").

(b) The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination.

### 14. Resolution of Disputes and Choice of Law.

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

15. Independent Consultant Status. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

(a) Indemnification. The Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Consultant shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents.

B. Insurance requirements: (1) The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every contractor and subcontractor in any tier according to the work being performed and shall ensure that the City is named as additional insured with notice of cancellation in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A 15 financial rating acceptable to the City.

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

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

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

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

Cancellation notice—The City shall be entitled to receive from the insurance carriers **by policy endorsement** not less than 10 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

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

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

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

18. Non-discrimination. The Consultant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination,

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

19. Communications. All communications shall be made orally or in writing to the Director of Planning and Economic Development for the City of Bridgeport or his respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Contract Change Order.

(a) At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

(i) within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

(ii) the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount AND

(iii) the Final Completion Date has not been changed.

(b). Notwithstanding the foregoing subsection A, a Change Order shall not include:

(i) an upward adjustment to a Consultant's payment claim, or

(ii) a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

(c). That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Purchasing Agent and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Purchasing Agent prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract.

21. Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme and unseasonable weather conditions, natural disasters, catastrophic events, mass casualties to persons or significant destruction of property, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope of Services, and may result in the need to adjust the Compensation in accordance with the terms of this Agreement.

22. Non-Discrimination. The requirements for minority hiring and participation by disadvantaged businesses are set forth in Chapter 3.12 of the Municipal Code of Ordinances of the City of Bridgeport, which Chapter is attached here to as **Exhibit D**.

#### 21. Miscellaneous.

(a) No Third-Party Beneficiaries. None of the provisions of this Agreement is intended to be for the benefit of, or shall be enforceable by, any person other than the parties hereto and their permitted successors and assigns.

(b) Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed or signed and scanned, and that any electronic or scanned signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Consultant without the City's prior written consent and any attempt to the contrary shall be void.

(d) Partial Invalidity. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

(e) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.



(f) Headings. Headings are for reference purposes only and have no substantive effect.

(g) Survival. All representations, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(h) Precedence of Documents. In the event there is any conflict between this agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

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

(j) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

**IN WITNESS WHEREOF**, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly-authorized representatives.

**CITY OF BRIDGEPORT**

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

By: \_\_\_\_\_  
Joseph P. Ganim  
Mayor

**CONSULTANT**

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

By: \_\_\_\_\_  
Name:  
Title:  
duly-authorized

## **Exhibit A**

Requests for Qualification and Submissions

**Exhibit B**

Consultant's Proposal

**Exhibit C**

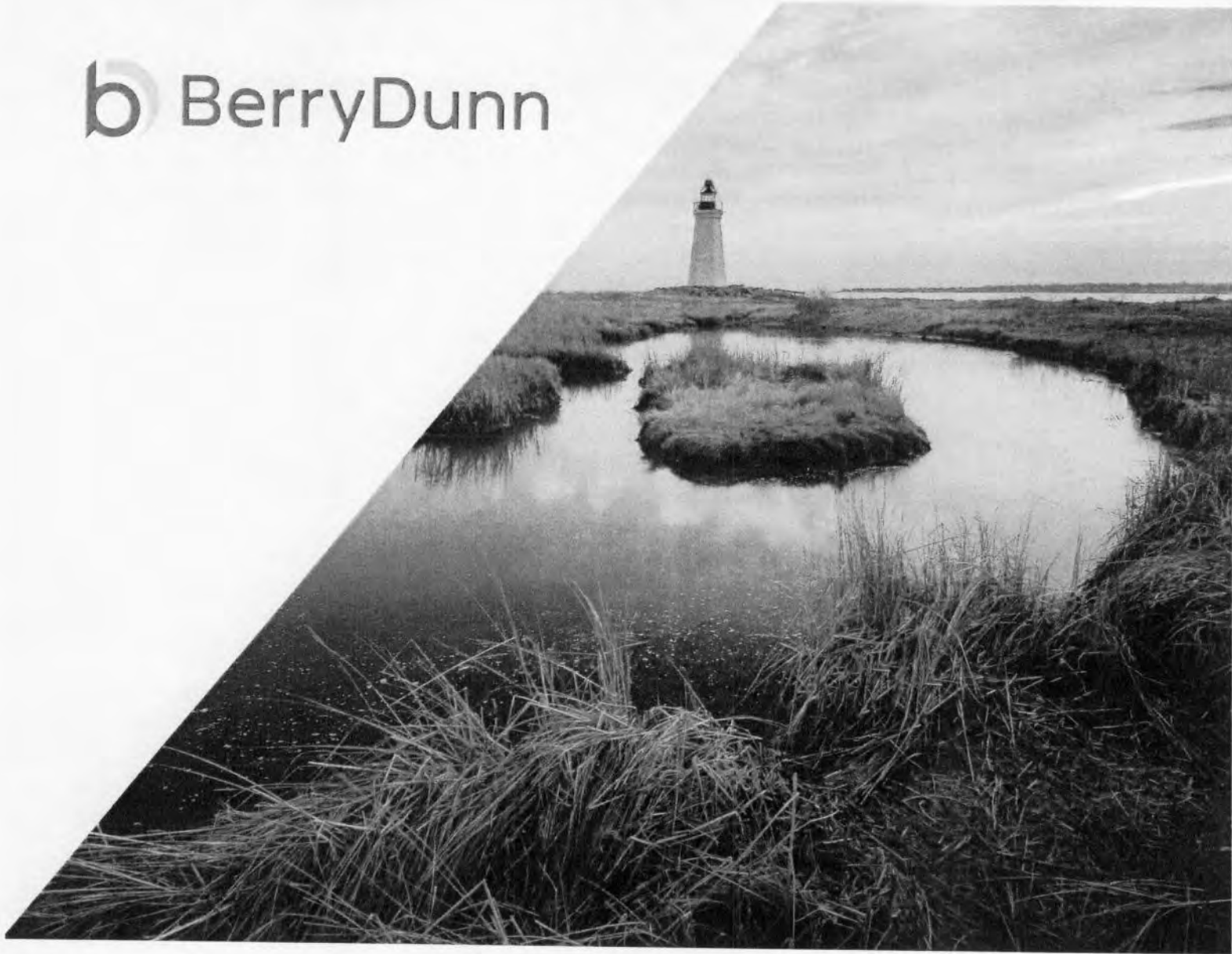
Scope of Work

**Exhibit D**  
**Nondiscrimination**

Chapter 3.12 of the Bridgeport Code of Ordinances reads in pertinent part as follows:

- A. The Contractor agrees and warrants that during the performance of this contract he will not Discriminate or permit discrimination against any person or group of persons because of race, color, religion, sex, age or national origin in any manner prohibited by the laws of the United States or of the state of Connecticut, and further agrees to take affirmative action that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Office of Contract Compliance of the City of Bridgeport setting forth the provisions of this section.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age or national origin.
- C. The Contractor will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, and to each vendor with which he has a contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under this division, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of this Section and with all the rules and regulations or orders issued by the Office of Contract Compliance pursuant thereto.
- E. The Contractor will provide the Office of Contract Compliance with such information requested by said office concerning the employment pattern, practices and procedures of the Contractor as relate to the provisions of subsections A through C of this Section and rules and regulations and/or orders issued pursuant thereto.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any rule, regulation or order issued under this Section, the Contract may be canceled, terminated or suspended, in whole or in part and such other sanctions may be imposed and remedies invoked as are provided under the provisions of Section 3.12.100(D) of the City of Bridgeport Ordinances and rules, regulations or orders issued pursuant thereto, or as provided by federal and state laws.

- G. The Contractor will include the provisions of subsection A of this Section, in every subcontract or purchase order unless exempted by rules, regulations or orders of the Office of Contract Compliance issued pursuant to Section 3.12.060 of the City of Bridgeport Ordinances, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Office of Contract Compliance may direct as a means of enforcing this Section, including sanctions for non-compliance in accordance with the provisions of Section 3.12.100 of the City of Bridgeport Ordinances.



## *COST PROPOSAL*

# City of Bridgeport

Building Permitting Process Analysis  
Request for Qualifications COX02923A

### **BerryDunn**

2211 Congress Street  
Portland, ME 04102  
207.541.2200

**Kevin Price, Project Principal**  
kprice@berrydunn.com

**Keri Ouellette, Project Manager**  
kouellette@berrydunn.com

**Submissions Due**  
October 12, 2022 | 2 p.m.

berrydunn.com

October 12, 2022

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

Dear Lisa Farlow:

On behalf of Berry Dunn McNeil & Parker, LLC (BerryDunn), I would like to thank you for the opportunity to submit this **cost proposal** in response to the City of Bridgeport's (the City's) Request for Qualifications (RFQ) No. COX02923A for Building Permitting Process Analysis. We have read the City's request, and we have reviewed its terms and conditions and the contents presented therein. Our proposal will remain effective for 120 days from the submission deadline of October 12, 2022.

BerryDunn is a nationally recognized independent management and IT consulting firm founded in 1974 and headquartered in Portland, Maine with more than 100 clients in the New England region and two office locations in the State of Connecticut (the State). Focused on inspiring organizations to transform and innovate, we are a stable and well-established firm that has preserved our core values and reputation for excellence throughout our 48-year history. Our firm's culture is centered on a deep understanding of our clients' commitment to serving their internal and external stakeholders alike. The human aspect of projects can often be forgotten in the maze of regulatory changes and legal requirements with which counties, cities, and departments must comply. BerryDunn proudly tailors each of its projects to recognize the work our clients do every day. ***We care about what we do, and we care about the people impacted by our work***—including those associated with the City and those impacted by its development review, permitting, and inspection processes and procedures.

As a principal in our Local Government Practice Group and leader of our Community Development and Utility Operations Practice, I am authorized to bind BerryDunn to the commitments made herein. I can also positively commit that if chosen to partner with the City on this initiative, we will perform all requested services. **That said, please consider me your primary point of contact should the City have any questions or updates during the evaluation process.**

Sincerely,



Kevin Price, MPP, PMP®, Prosci CCP®, Principal  
207-541-2379 | kprice@berrydunn.com



## *Sealed Cost Proposal*

Below, we present our fixed-fee, all-inclusive costs for performing the City's requested services. These fees are based on our experience conducting projects of similar size and scope, and the assumption that satisfying a deliverable is based on the City's signed acceptance. That said, the City will not incur any additional costs associated with the process of reaching deliverable acceptance.

These costs do not include federal, state, or local taxes. We understand that no additional charges will be allowed except for additional services as requested by the City, if any.

<b>Phase</b>	<b>Cost</b>
Phase 0: Project Management	\$8,120
Phase 1: Fact Finding	\$34,220
Phase 2: Assessment and Recommendations	\$42,280
<b>Total</b>	<b>\$84,620</b>



JOSEPH P. GANIM  
Mayor

City of Bridgeport, Connecticut  
**OFFICE OF CENTRAL GRANTS**

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 332-5662  
Fax (203) 332-5657

ISOLINA DeJESUS  
Manager  
Central Grants

COMM. #135-22 Ref'd to ECD&E Committee on 10/2/2023

September 27, 2023

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


**RE: Resolution – National Park Service Save America's Treasures – Perry Memorial Arch  
(#24868)**

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **National Park Service Save America's Treasures – Perry Memorial Arch** to be referred to the **Committee on Economic and Community Development and the Environment** of the City Council.

If you have any questions or require any additional information, please contact me at 203-576-7732 or [joseph.katz@bridgeportct.gov](mailto:joseph.katz@bridgeportct.gov).

Thank you,

  
Joseph Katz  
Central Grants Office

RECEIVED  
CITY CLERK'S OFFICE  
20 SEP 27 PM 3:28  
OFFICE  
CITY CLERK



**GRANT SUMMARY**

**PROJECT TITLE:** National Park Service Save America's Treasures – Perry Memorial Arch (#24868)

**DEPARTMENT SUBMITTING INFORMATION:** Central Grants Office

**CONTACT NAME:** Joseph Katz

**PHONE NUMBER:** 203-576-7732

**PROJECT SUMMARY/DESCRIPTION:** The Save America's Treasures grant program exists to help preserve a nationwide network of historic sites. Bridgeport's application to the grant program was accepted through a Congressionally Directed Spending earmark. Upon receipt, this funding will be utilized to restore the historic Perry Memorial Arch which serves as a gateway to the City's iconic Seaside Park. The opportunity requires, at minimum, a one-to-one municipal match, which will be provided using existing funds set aside for improvements to the Arch. The City has already contracted with WJE to provide a Condition Assessment of the structure, which will provide the roadmap for this project.

**CONTRACT PERIOD:** TBD (36-month project period)

FUNDING SOURCES (include matching funds):	
Federal:	\$ 500,000.00
State:	\$ 0
City:	\$ 1,187,940.00
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Construction:	\$ 500,000.00
Materials/Supplies:	\$ 0

MATCH REQUIRED-		
	CASH	IN-KIND
Source: Municipal Funds (#2C727)	\$1,187,940.00 (Construction)	

**A Resolution by the Bridgeport City Council**

**Regarding the**

**National Park Service  
Save America's Treasures  
Perry Memorial Arch  
(#24868)**

**WHEREAS**, the **National Park Service** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Save America's Treasures** grant program; and

**WHEREAS**, funds under this grant will be utilized to restore the historic Perry Memorial Arch, which serves as a gateway to Seaside Park; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submit an application to the **National Park Service** to ensure that this iconic structure remains standing for generations of Bridgeport residents to come.

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

1. That it is cognizant of the City's grant application to and contract with **National Park Service** for the purpose of its **Save America's Treasures** grant program; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee to accept any funds that result from the City's application to the **National Park Service** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Item# \*119-22 Consent Calendar

Grant Submission: re State of Connecticut Department of Public Health Immunizations and Vaccines for Children - COVID-19 Supplemental Funding (#24471).

Report  
of  
Committee  
on

CD&E Environment

City Council Meeting Date: October 2, 2023

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

Approved by:   
Joseph P. Ganin, Mayor

Date Signed: *10/1/23*

RECEIVED  
CITY CLERKS OFFICE  
23 OCT 10 AM 11:45  
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. \*119-22 Consent Calendar

**A Resolution by the Bridgeport City Council  
Regarding the  
State of Connecticut Department of Public Health  
Immunizations and Vaccines for Children  
COVID-19 Supplemental Funding  
(#24471)**

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

**WHEREAS**, this funding has been made possible through the **Immunizations and Vaccines for Children – COVID-19 Supplemental Funding** grant program; and

**WHEREAS**, funds under this grant will be used to implement an educational media outreach campaign, partner with Yale to develop a Rapid Community Assessment, and engage a contractor to increase vaccination and outreach efforts across Bridgeport; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, Department of Health and Social Services submits an application to the **State of Connecticut Department of Public Health – Immunizations and Vaccines for Children – COVID-19 Supplemental Funding** to promote vaccinations and COVID-19 awareness.

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Public Health** for the purpose of its **Immunizations and Vaccines for Children – COVID-19 Supplemental Funding** program; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee to accept any funds that result from the City's application to the **State of Connecticut Department of Public Health** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut  
Office of the City Clerk

Committee on ECD and Environment  
Item No. \*119-22 Consent Calendar

-2-

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

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

\_\_\_\_\_  
Scott Burns, *Co-Chair*

\_\_\_\_\_  
Rosalina Roman-Christy

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Mary A. McBride-Lee

\_\_\_\_\_  
Tyler Mack

\_\_\_\_\_  
Rolanda Smith

*City Council Date:* October 2, 2023



## GRANT SUMMARY

PROJECT TITLE: **State of Connecticut Department of Public Health – Immunizations and Vaccines for Children – COVID-19 Supplemental Funding (#24471)**

NEW  RENEWAL  CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

**PROJECT SUMMARY/DESCRIPTION:** This funding comes from the Centers for Disease Control and Prevention (CDC) Immunizations and Vaccines for Children COVID-19 Supplemental Funding, which provides additional funding to enhance local public health efforts to support immunization activities and media campaigns to help educate Connecticut residents on the importance of vaccinations in the mitigation of serious illnesses. The City of Bridgeport Department of Health and Social Services plans to use this funding to: implement an educational media outreach campaign, partner with Yale to develop a Rapid Community Assessment, and engage a contractor to increase vaccination and outreach efforts across Bridgeport.

**CONTRACT PERIOD:** 9/1/2023 – 6/30/2024

<b>FUNDING SOURCES (Including Match Funds)</b>	
Federal:	\$ 0
State:	\$ 482,171
City:	\$ 0
Other:	\$ 0

<b>GRANT FUNDED (PROJECT FUNDS REQUESTED)</b>	
Contractual:	\$ 482,171

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



Item# \*101-22 Consent Calendar

Refund of Excess Payments - MTG Realty LLC Savings  
Bank of Danbury.



**Report  
of  
Committee  
on**

Miscellaneous Matters

City Council Meeting Date: October 2, 2023

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

Approved by: *[Signature]*  
Joseph P. Ganim, Mayor

Date Signed: 10/6/23

RECEIVED  
CITY CLERKS OFFICE  
23 OCT 10 AM 11:45  
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 adoption the following resolution:

**Item No. \*101-22 Consent Calendar**

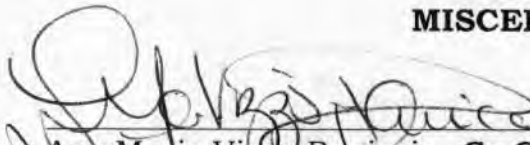
**BE IT RESOLVED**, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

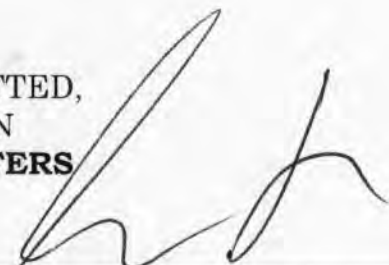
<u>Name &amp; Address</u>	<u>Reason</u>	<u>Refund</u>
MTG Realty LLC Savings Bank of Danbury Attn: Loan Servicing 35 West Street Danbury, Ct 06810	12-129	\$11,240.91


Reference:  
859 Wood Avenue 873  
Bridgeport, CT 06604


2020-01-0028198  
1319-05A

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

  
\_\_\_\_\_  
Amy Marie Vizzo-Paniccia, **Co-Chair**

  
\_\_\_\_\_  
Aikeem G. Boyd, **Co-Chair**


  
\_\_\_\_\_  
Rolanda Smith

Alfredo Castillo 

  
\_\_\_\_\_  
Matthew McCarthy

**VACANT**

Matthew McCarthy

  
\_\_\_\_\_  
Samia Suliman

*City Council Date: October 2, 2023*

**REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES**

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended  
 This is to certify that MTG REALTY LLC

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2020

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

MTG REALTY LLC  
 Savings Bank of Danbury  
 Attn: Loan Servicing  
 35 West St.  
 Danbury, CT 06810

2020-01-0028198  
 1319--05A-----  
 859 WOOD AV 873



*Note Check  
 Payable to*

To Re: 859-873 Wood Ave. Collector of **CITY OF BRIDGEPORT** State of Connecticut.  
Bridgeport, CT 06604

I hereby apply for refund\* of such part of my tax as shall represent:

The service exemption or  
 (State reason -- Cross out service exemption if it does not apply)

*****								
		Tax	Interest	Lien	Fee	Total	Overpaid Tax	
Total Due	07/01/2021	22,481.82	0.00	0.00	0.00	22,481.82		
Total Paid	01/31/2022	33,722.73	0.00	0.00	0.00	33,722.73	-11,240.91	***
Adjusted Refund		0.00	0.00	0.00	0.00	11,240.91		

**PLEASE READ, SIGN, AND DATE BELOW:**

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Print Name  
(203) 731-3153

Signature of Taxpayer \_\_\_\_\_ Date \_\_\_\_\_

**COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY**

To the First Selectman, or \_\_\_\_\_  
 It is recommended that refund\* of property taxes and interest in the amount of 11,240.91  
 be made to the above-named taxpayer in accordance with the provisions of Section (s): \_\_\_\_\_

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 22 DAY OF September 2022

\_\_\_\_\_  
 TAX COLLECTOR

**ACTION TAKEN BY GOVERNING BODY**

The First Selectman, as authorized by the Board of Selectman, or \_\_\_\_\_  
 approved on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. It was voted to refund  
 Property Taxes and Interest amounting to \$ \_\_\_\_\_ to \_\_\_\_\_.

First Selectman

Other Governing Body

Mail To :  
 CITY OF BRIDGEPORT  
 325 CONGRESS STREET  
 BRIDGEPORT, CT 06604

## Martinsky, John

---

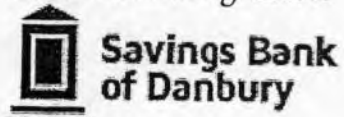
**From:** Sheila Ortiz-Bernard <Sortiz-Bernard@sbdanbury.com>  
**Sent:** Wednesday, June 7, 2023 2:27 PM  
**To:** Martinsky, John  
**Subject:** overage payment on parcel

Good afternoon John,

Per our phone conversation, we have been servicing the loan for the property located on 859 Wood Ave 873 owner name MTG Realty LLC since June 2020 unique 1319—05A. A payment posted in July 2021 that caused an overage in the amount of \$11,240.91 this amount can be sent back to Savings bank of Danbury for us to credit the borrowers escrow account and issue them a refund.

Thank you

*Sheila I. Ortiz-Bernard*  
*Loan Servicing Clerk*



[Sortiz-bernard@sbdanbury.com](mailto:Sortiz-bernard@sbdanbury.com)

35 West Street | Danbury, CT 06810

Direct 203.731.3153 | EFax 203-749-3967

Item# \*114-22 Consent Calendar

Settlement of Pending Litigation in the matter of  
Jeygar Vargas Docket No. 3:23-cv-00265-KAD.



**Report**  
**of**  
**Committee**  
**on**

Miscellaneous Matters

City Council Meeting Date: October 2, 2023

Attest: Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim  
Joseph P. Ganim, Mayor

Date Signed: 10/6/22

RECEIVED  
CITY CLERKS OFFICE  
23 OCT 10 AM 11:45

ATTORNEY  
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 adoption the following resolution:

**Item No. \*114-22 Consent Calendar**

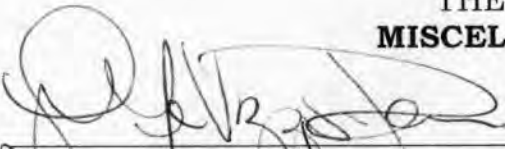
**WHEREAS**, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and


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

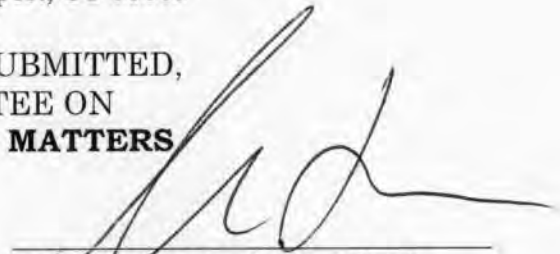
**RESOLVED**, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

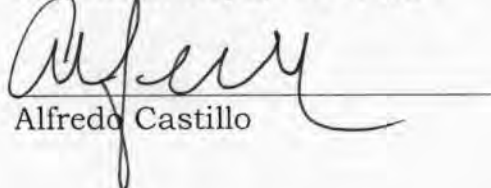
<u>Name</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Jeygar Vargas	Falsely Detained	Law Offices Of Robert M. Berke LLC 640 Clinton Avenue Bridgeport, CT 06605	\$19,750.00

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

  
\_\_\_\_\_  
Amy Marie Vizzo-Paniccia, **Co-Chair**


  
\_\_\_\_\_  
Rolanda Smith

  
\_\_\_\_\_  
Aikeem G. Boyd, **Co-Chair**

  
\_\_\_\_\_  
Alfredo Castillo

**VACANT**

\_\_\_\_\_  
Matthew McCarthy

  
\_\_\_\_\_  
Samia Suliman

**City Council Date: October 2, 2022**

Item# \*123-22 Consent Calendar

Approval of a new non-competitive job classification and specifications of the Certified Police Officer Position pursuant to Municipal Charter Chapter 17 Section 206(d).



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: October 2, 2023

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

Approved by:

Joseph P. Genim, Mayor

Date Signed: 10/6/23

RECEIVED  
CITY CLERKS OFFICE  
23 OCT 10 AM 11:45  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

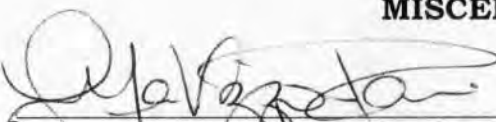
*To the City Council of the City of Bridgeport:*

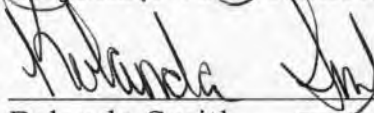
The Committee on Miscellaneous Matters begs leave to report; and recommends for adoption the following resolution:

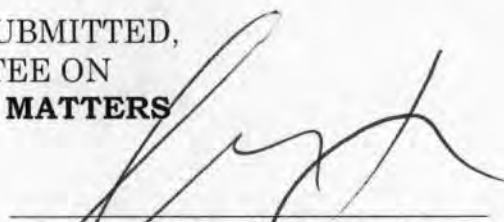
Item No. \*123-22 Consent Calendar

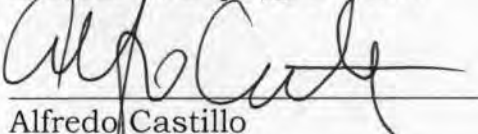
**RESOLVED**, that the attached job description for the new non-competitive job classification and specifications for the Certified Police Officer position pursuant to Municipal Charter Chapter 17, section 206(d) be, and hereby is, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

  
\_\_\_\_\_  
Amy Marie Vizzo-Paniccia, **Co-Chair**

  
\_\_\_\_\_  
Rolanda Smith

  
\_\_\_\_\_  
Aikeem G. Boyd, **Co-Chair**

  
\_\_\_\_\_  
Alfredo Castillo

\_\_\_\_\_  
**VACANT**

\_\_\_\_\_  
Matthew McCarthy

  
\_\_\_\_\_  
Samia Suliman

*City Council Date: October 2, 2022*



**RECORD OF THE VOTE**

**Civil Service Commission Special Virtual (Zoom) Meeting**

**August 31, 2023**

Chairperson Melva Falberg called the special meeting of the Civil Service Commission to order at 2:35 p.m. on Thursday, August 31, 2023. Present were Commissioners: LaShea Hall, Dr. Ralph Ford, Richard Rodgers, and Captain Paul Grech. Also present: Personnel Director Eric Amado, Clerk to the Commission Deborah Brelsford and City Attorney John Mitola.

The Commission voted unanimously to establish for referral to the City Council a new job description for Certified Police Officer. This position shall be established in the non-competitive division of the classified service.

There were no questions from the public.

On a motion made by Commissioner Rodgers and seconded by Commissioner Hall, the meeting was adjourned at 2:57 p.m.

Submitted by Deborah J. Brelsford; Clerk to the Civil Service Commission

## CITY OF BRIDGEPORT JOB DESCRIPTION

Job Title:	<b>Police Officer (Certified)</b>
Department:	Police
Union:	Bridgeport Police Local 1159 and Council 4 AFSCME, AFL-CIO
Job Class Code:	TBD

### **GENERAL STATEMENT OF DUTIES:**

Performs police protection and other services to safeguard the lives, property, and constitutional rights of the citizens of Bridgeport. Duties include investigating complaints, disturbances, accidents, and reported criminal activities; testifying in court; training new police officers; responding to crime and accident scenes, emergency situations and other requests for assistance; detecting, apprehending and arresting criminals; enforcing laws and ordinances as well as providing traditional and non-traditional service to the community; and performing a variety of specialized duties as assigned. Work is performed in accordance with Department rules and regulations, the constitution of the United State of America and the State of Connecticut.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

The essential functions or duties described below are the primary functions and duties of the position. There may be other types of work performed, and the omission of a particular duty or function does not exclude that duty or function from the position provided the duty or function is similar in work, related to the work, or logically assigned to the position.

1. Patrols a designated city area to preserve law and order, prevents and discovers the commission of crime, and enforces traffic and other laws and ordinances.
2. Ensuring the safety and security of the public by responding to emergencies, aiding victims, and reducing or preventing involvement in crime.
3. Building relationships with the community while helping to contribute to the health and safety of vulnerable populations.
4. Creating community awareness by using crime prevention methods or intervention initiatives.
5. Conducting investigations by interviewing suspects, witnesses, and collecting evidence at crime scenes,
6. Participating in and testifying at court hearings when required.
7. Makes written and/or verbal reports in accordance with department directives and law on forms for such purpose. Including the processing of intendent reports with accurate detail and factual information.
8. Answers calls and investigates complaints, disturbances and reported criminal activities; answers calls involving fires, automobile accidents, robberies and related misdemeanors and felonies.
9. Gathers evidence, locates and interviews witnesses, makes arrests; prepares investigative data and case information for prosecution at crime scenes.
10. Investigates family disputes, public disturbances; makes arrests or resolves minor problems directly; prepares complaint and investigation reports.
11. Investigates accidents; provides first aid to the injured; takes safeguards to prevent further accidents; interviews principals and witnesses; takes written statements; takes necessary preventive or corrective measures.
12. Cooperates in the prosecution of criminal offenders by court testimony, grand jury testimony and at coroner's inquests.
13. Performs traffic control duties; operates radar traffic control unit; apprehends violators and issues traffic tickets; directs traffic at intersections; issues parking tickets.
14. Trains new police officers to use equipment; orients new police officers to the department's

- rules, regulations, policies, and procedures.
15. Performs community policing functions.
  16. Attend public events to promote the services provided by the Bridgeport Police Department.
  17. May be directed to meet with local officials and community leaders to discuss community needs.
  18. Ensures the protection of confidential data by monitoring and controlling access to department systems and files.
  19. May prepare a variety of documents (e.g., email, meeting summaries, memos, letters, briefing documents, statistical and narrative reports, etc.) to answer questions, obtain information, and document findings, decisions, and recommendations using word processing, email, spreadsheet, and database programs.

### MINIMUM QUALIFICATIONS

To qualify for a Police Officer certification and/or lateral transfer in Connecticut, an officer must meet all relevant requirements established by the Connecticut Police Officer Standards and Trainings Council (POST), some of which include but not limited to:

- Be a citizen of the United States.
- Be at least twenty-one (21) years of age.
- High School graduate or have passed the General Educational Development test (GED).
- A valid Connecticut Driver's License.
- Not dismissed from any former law enforcement unit(s) for malfeasance or other serious misconduct.
- Did not resign or retire from a police officer position while under investigation for malfeasance.
- Did not resign or retire from a police officer position while under investigation for serious misconduct.
- Must be a Certified Police Officer or State Trooper; and has successfully passed probation and is in good standing with their current agency.

### PREFERRED QUALIFICATIONS:

- An ability and willingness to undertake a course of study in a job-related field at an institute of higher learning, leading to an advancement in education.

### MINIMUM KNOWLEDGE, SKILLS, AND ABILITIES:

- Open to working various shifts such as evenings, weekends, nights, and holidays.
- Ability to cope with situations firmly, courteously, tactfully and with respect for the rights of others.
- Analyze situations quickly and objectively, and to take emergency courses of action.
- Developed skill in the use and care of firearms and other equipment used by police.
- Performance of multiple tasks within the same period of time.
- Learn and use basic computer operations as it relates to police work. Basic computer programs (e.g., Word, Excel, Outlook) to perform duties related to the job.
- Must be able to learn the following through training, and then be able to retain and apply this information:
  - a. Knowledge of the geographic area of designated patrol area.
  - b. Knowledge of first aid.
  - c. Knowledge of controlling laws and ordinances respecting arrest, admissible evidence, and prosecution of persons.
  - d. Knowledge of the court system.

- e. Knowledge of Police Officer civility and ethics within the community.
- Ability to stay calm in stressful or high-risk situations.
- Ability to deescalate situations and prevent harm from occurring.
- Skilled at solving problems and using critical thinking.
- Excellent written and verbal communication skills.
- Capability and desire to work in a collaborative manner with a wide range of people.
- Strong negotiation and adjudicating skills.
- Developed analysis skills for researching and investigating.
- Must possess abilities to communicate effectively to staff and community.
- Work cooperatively with others, demonstrating a commitment to achieving shared goals and objectives, including treating all others in a fair, respectful, and non-judgmental manner.
- Communicate in a clear, honest, and direct manner to ensure others understand one's ideas, opinions, recommendations, and decisions.
- Ability to spend a major portion of time out of doors without regard to weather conditions, possess physical stamina, be able to lift, walk long distances, and stand or sit for long periods of time.



# 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. \*93-22 Consent Calendar**

**A Resolution Authorizing the Acquisition of  
Chronically Vacant and Blighted Properties  
in accordance with  
The Hollow Neighborhood Revitalization Zone Plan as Amended.**

**WHEREAS**, per *Connecticut General Statute Chapter 118*, (the “**Statute**”), and as codified in the *City of Bridgeport Municipal Code of Ordinances, Chapter 8.78* (the “**Ordinance**”), *The Hollow Neighborhood Revitalization Zone* (the “**HNRZ**”) *Plan* (the “**Plan**”) first became effective May 16, 2005 and has been subsequently updated and amended, with the most recent amendment having been approved by the City Council (via Agenda Item #42-21, the “**Amended Plan**” – the excerpt of which is attached as “**Attachment A**”) on April 4, 2022; and

**WHEREAS**, prior to the City Council’s approval of the Amended Plan, pursuant to Section 7-601(c) of the Statute, the City’s Office of Planning and Economic Development (“**OPED**”) submitted the Amended Plan to the Secretary of Connecticut’s Office of Policy and Management for its review and then subsequently received constructive comment from the State of Connecticut’s Department of Energy and Environmental Protection and from its Department of Transportation and from its Office of Policy and Management via correspondence dated October 19, 2021; and

**WHEREAS**, prior to the City Council’s approval of the Amended Plan, pursuant to Section 7-601(c) and (d) of the Statute, the Hollow NRZ Planning Committee conducted a duly noticed public hearing on the Amended Plan at its meeting of October 25, 2021; and

**WHEREAS**, the Hollow NRZ has voted to adopt the Amended Plan; and

**WHEREAS**, Section 7-600 of the Statute establishes Neighborhood Revitalization Zones (“**NRZ**” or “**NRZ’s**”) in order “to revitalize neighborhoods where there is a significant number of deteriorated property and property that has been foreclosed, is abandoned, blighted, or substandard or poses a hazard to public safety”; and



# City of Bridgeport, Connecticut

## Office of the City Clerk

Committee on ECD and Environment  
Item No. \*93-22 Consent Calendar

-2-

**WHEREAS**, Section 7-603 of the Statute provides the legislative finding that the acquisition of property because of substandard, insanitary or blighted conditions, and the removal of blighted structures and the improvements of such sites, and the subsequent disposition of such property for revitalization are public uses and purposes for which public money may be expended and the power of eminent domain may be exercised; and

**WHEREAS**, the Hollow NRZ Plan has consistently stressed the need to address chronically vacant and blighted properties; and

**WHEREAS**, the Hollow NRZ's Amended Plan (see pages 31 and 37) as approved by the City Council on April 4, 2022, reaffirms the goal of addressing chronically vacant and blighted properties and establishes as an objective (toward that goal) the pursuit of the acquisition of such properties when it is the case that the property owner does not "have the desire or the means to redevelop [the property]" in which case "eminent domain powers shall be strategically used"; and

**WHEREAS**, within the Hollow Neighborhood, located directly across Oak Street from Lafayette Park (aka Nanny Goat Park), and directly across Frank Street from St. Raphael's Elementary School, there exists an area of chronically vacant and blighted property which totals approximately 76,000 square feet (or 1.75 acres) in size, and which comprises almost the entirety of a city block, the vacant and blighted portion of which consists of nine contiguous parcels, which (together with ownership information) are as follows:

304 George Street (owned by Wood Oak Apartments LLC, since 2003)  
303 Center Street (owned by Wood Oak Apartments LLC, since 2003)  
307 Center Street (owned by 82 Oak Street LLC, since 2013)  
335 Frank Street; (owned by 82 Oak Street LLC, since 2013)  
329 Frank Street; (owned by 82 Oak Street LLC, since 2013)  
60 Oak Street; (owned by 82 Oak Street LLC, since 2013)  
74 Oak Street; (owned by 82 Oak Street LLC, since 2013)  
82 Oak Street; (owned by 82 Oak Street LLC, since 2013)  
92 Oak Street; (owned by 82 Oak Street LLC, since 2013);

(taken together, the "**Chronically Vacant and Blighted Properties**");



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

Committee on ECD and Environment

Item No. \*93-22 Consent Calendar

-3-

**WHEREAS** according to the Connecticut Secretary of State's records, the Chronically Vacant and Blighted Properties are under the ownership of two limited liability corporations with the same principal member, Mr. Albert Gad, and with the same principal business address at 12 East 49<sup>th</sup> Street, New York, NY, 10017 (the "**Owner**"); and

**WHEREAS**, the various buildings situated on the Chronically Vacant and Blighted Properties are themselves blighted, vacant and dilapidated, and have been for many years, with one (the Ostermoor Building at 304 George Street) having been vacant for close to two decades, such that it is quite reasonable to conclude that the Owner does not have the desire or the means to redevelop the Chronically Vacant and Blighted Properties; and

**WHEREAS**, Section 7-601(b) of the Statute provides that an NRZ Plan "may contain an inventory of abandoned, foreclosed and deteriorated property ... located within the revitalization zone...."; and

**WHEREAS**, the inventory within the Amended Plan specifically includes five contiguous parcels – (60,74,82,92 Oak Street, and 304 George Street) -- of the nine contiguous Chronically Vacant and Blighted Properties cited herein, and identifies as a strategy to remove their blighting influence and to combat their vacancy that the City shall acquire such properties in order to reposition them for redevelopment, a strategy which, given the common ownership and consistent history of indifference and inaction demonstrated by the Owner with respect to the Chronically Vacant and Blighted Properties, may only be pursued successfully via the City's acquisition of both the parcels specifically noted within the Amended Plan as well as of those that are immediately adjacent and cited herein as the Chronically Vacant and Blighted Properties, with such contiguous and transformative acquisition clearly being the intent of the Amended Plan, consistent with the Statute; and

**WHEREAS**, at its regular meeting of September 21, 2022, the City of Bridgeport's Board of Condemnation voted to condemn and to order the demolition of the Ostermoor building located at 304 George Street and similarly voted to condemn and to order the demolition of the blighted building located at 307 Center Street (the "**Demolition Order**"); and



# City of Bridgeport, Connecticut

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**WHEREAS**, consistent with the Demolition Order approved by the Board of Condemnation and consistent with the Amended Plan previously approved by the City Council, and consistent with Section 7-603 of the Statute, the City Council hereby finds that the acquisition of the Chronically Vacant and Blighted Properties and the removal of the Ostermoor building, and the removal of the building at 307 Center Street, and the removal of other blighted buildings on the Chronically Vacant and Blighted Properties and the subsequent disposition of the Chronically Vacant and Blighted Properties for revitalization are all actions in the City's best interest and all represent public uses and purposes for which public money may be expended and the power of eminent domain exercised; and

**WHEREAS**, the City Council has approved a Five-Year Capital Plan for Fiscal Years 2019-2023 that includes funding for duly authorized acquisitions of property as well as for the demolition of blighted structures; and

**NOW THEREFORE BE IT RESOLVED** that as per the objectives of the Amended Plan, the City's Office of Planning and Economic Development is hereby authorized to gain development control over, and/or to acquire, the Chronically Vacant and Blighted Properties by lease, ground lease, donation, friendly acquisition, property swap, tax lien sale or tax lien swap, foreclosure of demolition liens, foreclosure of anti-blight liens, foreclosure of WPCA liens, tax foreclosure, deed in lieu of foreclosure, eminent domain, or by means of any other normal and customary real estate transaction or administrative action; and

**BE IT FURTHER RESOLVED** that based upon the representations made herein, the Director of the City's Office of Planning and Economic Development is hereby authorized to execute all documents and to do any and all things necessary to negotiate and conclude the site control and/or acquisition activities herein authorized and to execute such other agreements, and to take such other necessary or desirable actions in furtherance of, and consistent with, this resolution in the best interests of the City, all as subject to the review and approval of the Office of the City Attorney.





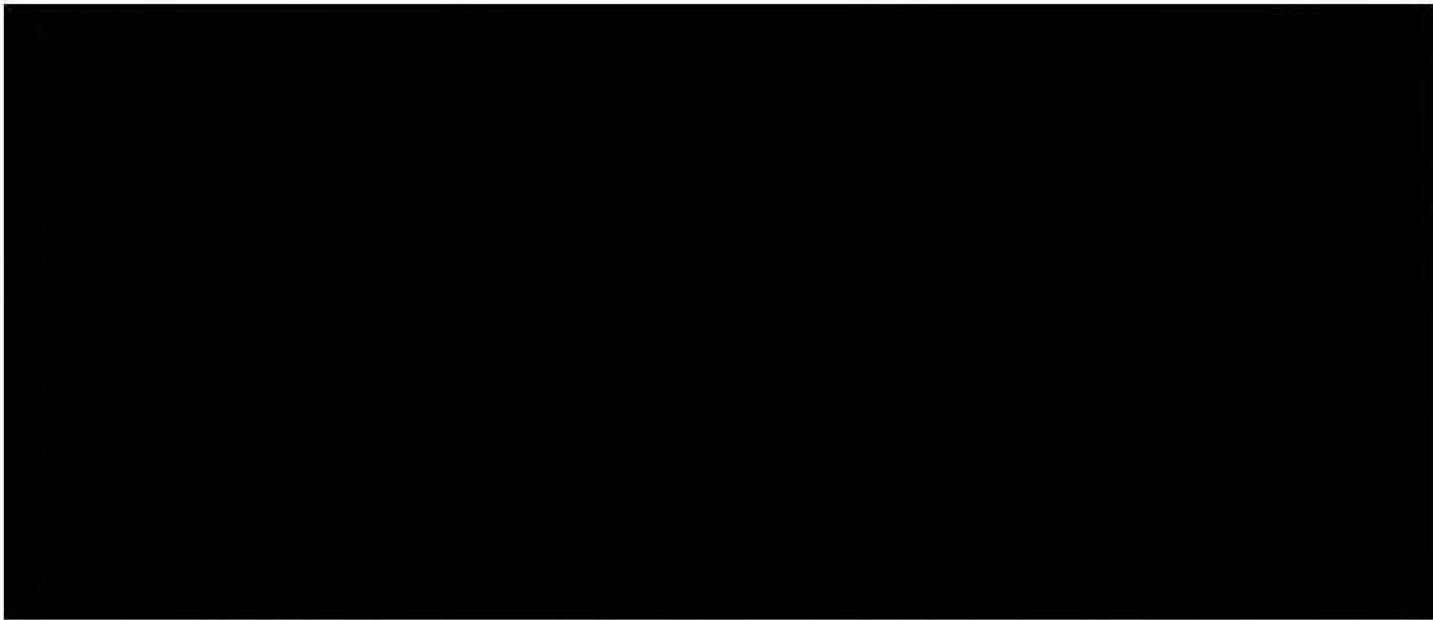
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Office of the City Clerk

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



*City Council Date:* August 7, 2023  
Tabled by Full Council on August 7, 2023  
Re-submitted on October 2, 2023 (Tabled by Full Council)

"ATTACHMENT A"

# The Hollow NRZ Plan

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Bridgeport, CT



*The Hollow*



**FINAL DRAFT - March 20, 2017**

Proposed Amendments 2022

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## 5. Vacant and Underutilized Property

The consulting team conducted a survey of the neighborhood and identified 30 vacant and/or underutilized properties in the Hollow. Given the density of development, this is a large number and should be addressed as part of further planning work in the Hollow. Some can be used to alleviate part of the parking issue and others should be used to ensure vacant space is productively used.



There are a few significant underutilized buildings including the Ostermoor site across from Lafayette Park, also known as Nanny Goat Park.

All vacant and underutilized properties listed below should be performing at their highest and best use. Accomplishing this entails working with the property owners to communicate the NRZ vision; providing assistance in connecting the property owner with developers or entities which will purchase and/or develop the property in accordance with the NRZ Plan; or acquisition of properties by the City.

### Details of The Hollow's Vacant and Underutilized Properties

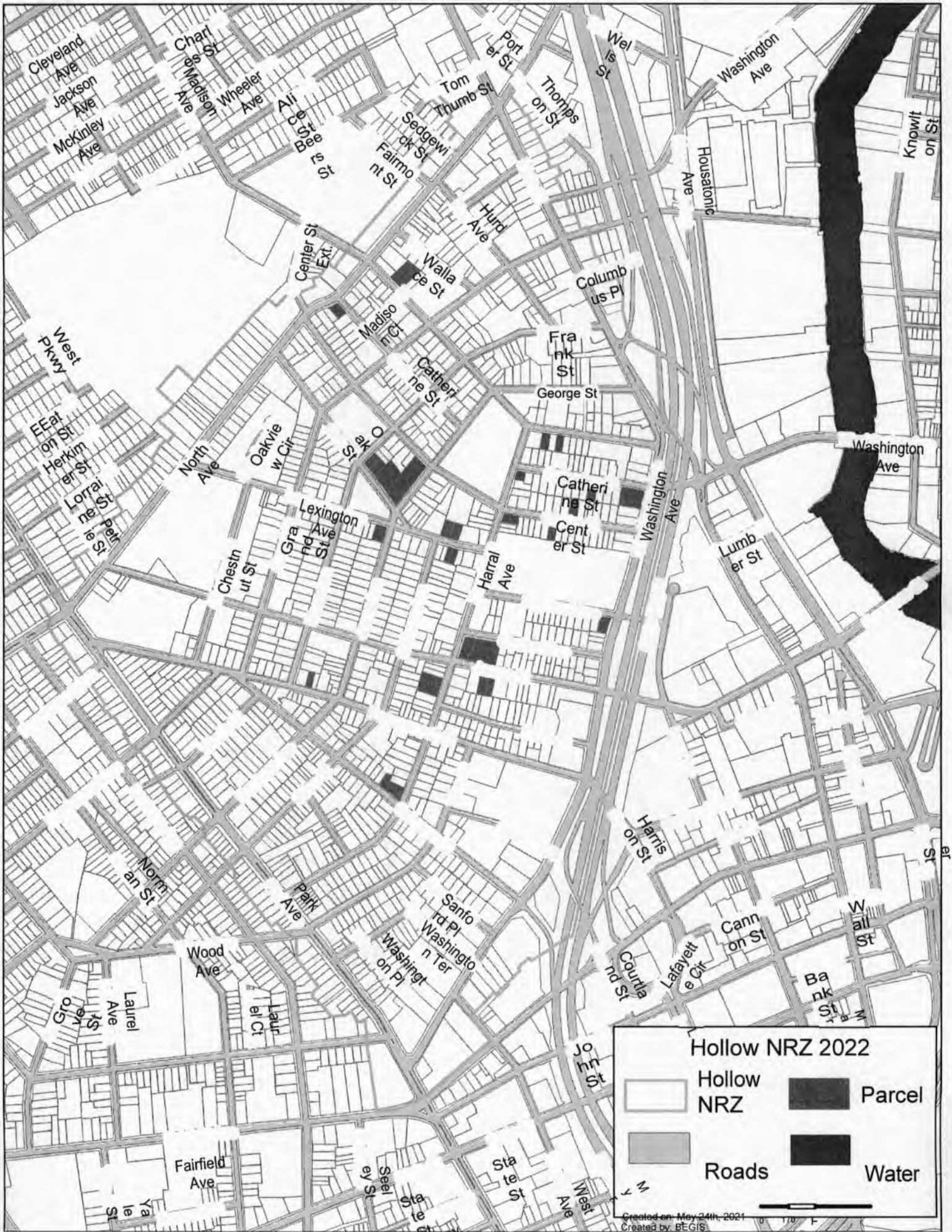
ADDRESS	UNIT	PARCEL ID	OWNER OF RECORD	OWNER'S ADDRESS	COMMENTS	SIZE (ACRES)	
1	394 Madison Avenue	#396	1003-2	Pembroke Laundry & Cleaners	396 Madison Ave, Bridgeport, CT 06604	Unoccupied commercial building	0.26
2	1249 North Avenue	#1255	1005-13A	Pedreira Albertina	1265 North Ave, Bridgeport, CT 06604	Vacant area. Used as parking.	0.14
3	82 Oak Street	#86	1025-1	82 Oak Street LLC	592 Fifth Avenue, New York, NY 10036	Vacant area with vacant garage and outbuildings.	0.11
4	4 Oak Street	N/A	1025-2	82 Oak Street LLC c/o CT Century Gardens LLC	12 East 49th Street, 39th Fl, New York, NY 10017	Unoccupied warehouse.	0.2
5	60 Oak Street	#64	1025-3	82 Oak Street LLC	592 Fifth Avenue, New York, NY 10036	Unoccupied outbuildings and land	0.4
6	304 George Street	N/A	1025-4	Wood Oak Apartments LLC c/o CT Century Garden LLC	12 East 49th Street, 39th Fl, New York, NY 10017	Unoccupied warehouse	0.67

(continued on next page)

## Details of The Hollow's Vacant and Underutilized Properties (continued)

	ADDRESS	UNIT	PARCEL ID	OWNER OF RECORD	OWNER'S ADDRESS	COMMENTS	SIZE (ACRES)
7	92 Oak Street	#96	1025-11	82 Oak Street LLC	592 Fifth Avenue, New York, NY 10036	Vacant area	0.11
8	203 Jones Avenue	#209	1027-27	Esteves Maria Et Al	203 Jones Ave, Bridgeport, CT 06604	Lot area (near Lexington) is underutilized and used for Parking	0.15
9	354 Pequonnock Street	#356	1028-7	Alves Ricardo Et Al	215 Country Hill Drive, West Haven, CT 06516	Vacant area used as parking lot	0.08
10	200 Coleman Street	N/A	1034-7	Park City Housing & Development Corporation	Exempt Parcel N/A Bridgeport, CT	Vacant area	0.1
11	191 Harral Avenue	#197	1034-8	Housing Authority of the City of Bridgeport	150 Highland Ave, Bridgeport, CT 06604	Vacant area	0.16
12	323 Harral Avenue	N/A	1037-14	Housing Authority of the City of Bridgeport	150 Highland Ave, Bridgeport, CT 06604	Vacant area enclosed by fence	0.21
13	339 Harral Avenue	N/A	1037-15	Pro Tech Homes LLC	640 Shelton Rd, Trumbull, CT 06611	Vacant area enclosed by fence	0.15
14	211 Lexington Avenue	#213	1038-21	Costa Antonio	189 Lexington Ave, Bridgeport, CT 06604	Vacant area used as parking lot	0.08
15	217 Lexington Avenue	#219	1038-22	Costa Antonio	189 Lexington Ave, Bridgeport, CT 06604	Vacant area used as parking lot	0.06
16	230 Lexington Avenue	#236	1040-7	Paniccia Maria	29 Essex Lane, Trumbull, CT 06611	Vacant area used as contractor yard	0.11
17	222 Lexington Avenue	N/A	1040-8A	Paniccia Americo	36 Essex Lane, Trumbull, CT 06611	Garage and area used as contractor yard	0.16
18	115 Madison Avenue	N/A	1045-20	Criande Properties LLC	179 William St, Bridgeport, CT 06608	Vacant area used as contractor parking	0.09
19	135 Madison Avenue	#141	1045-21B	WCG12 LLC	97 Catherine St, 2 <sup>nd</sup> Fl, Bridgeport, CT 06604	Unoccupied 6-family building	0.11
20	207 Catherine Street	N/A	1046-1	Housing Authority of the City of Bridgeport	150 Highland Ave, Bridgeport, CT 06604	Vacant area enclosed by fence	0.08
21	775 Washington Avenue	N/A	1046-14	Oppedisano David	26 Frost Hill Road, Trumbull, CT 06611	Unoccupied warehouse building with vacant area	0.37
22	117 Catherine Street	#119	1046-18	Carrena Luis	24 Tuckahoe Road, Easton, CT 06612	Vacant area used as parking lot	0.13
23	84 Center Street	N/A	1046-7A	Cabezas Washington	1440 Madison Ave, Bridgeport, CT 06606	Vacant area	0.13
24	552 Harral Avenue	#560	1047-1	Almonte Luis	1217 Iranistan Ave, Bridgeport, CT 06604	Vacant area used as parking lot. Former community garden	0.13
25	103 Center Street	#105	1047-31	Housing Authority of the City of Bridgeport	150 Highland Ave, Bridgeport, CT 06604	Vacant area	0.11
26	621 Washington Avenue	N/A	1049-27	NYCT Management LLC	40 Southport Ridge, Southport, CT 06890	Unoccupied commercial building	0.13
27	136 James Street	N/A	1050-1	Fraser II LLC	17 Twin Circle Drive, Westport, CT 06880	Unoccupied industrial building	0.56
28	140 James Street	N/A	1050-1A	Fraser II LLC	17 Twin Circle Drive, Westport, CT 06880	Vacant area	0.21
29	129 James Street	N/A	1051-24	Mejia Juan	43 Sherman Street, Stamford, CT 06902	Vacant area used as parking lot	0.13
30	135 James Street	#139	1051-25	Mejia Juan	43 Sherman Street, Stamford, CT 06902	Vacant area used as parking lot	0.16

# vacant and Underutilized Property



0 6 Feet ±

**3. Summary of Development Issues, Constraints, and Opportunities  
(contains info from the community workshop and walking tour)**

**A. Public Safety**

Public safety is a common concern for residents, and seems to be centered around a small number of locations and groups of people.

**B. Walkability, Sidewalks and Traffic**

Many sidewalks are in states of disrepair, and there is a lack of street trees and landscaping throughout the Hollow. Damage to curbs often comes from shortages in parking, causing drivers to park on sidewalks.

**C. Sanitation**

There is a lack of trash cans throughout the neighborhood and no service to pick up litter. Litter is a consistent problem, often concentrated around businesses and restaurants, and blowing into vacant lots.

**D. Blight and Vacancies**

There are many vacant lots and buildings that present opportunities for redevelopment.

**E. Parking**

There are parking shortages in many areas of the Hollow, especially in more commercial sections.

**F. Lack of Community Identity**

Residents feel that there is a lack of community identity in the Hollow. This includes both physical geographic identity and community identity among residents. The large population of renters contributes to this, as these residents do not feel as connected to the neighborhood as home owners.

**G. Lack of Community Centers and Outdoor Space**

There are few community centers and spaces for outdoor recreation. Lafayette/Nanny Goat Park is the only public park, and is often crowded or unsuitable for activities. There is a community center just outside the Hollow, but the interstate presents a barrier to accessing it.

**H. Lack of Community Partners**

The NRZ does not have many community partners that are also invested in improving the neighborhood.

**4. Hollow NRZ Plan**

**A. Vision Statement**

The Hollow NRZ seeks to make their community a safer and more attractive place to live and raise a family.



## B. Plan Overview —Goals & Objectives

### **GOAL: Cleaner streets and neighborhood lots**

#### Objectives:

- Organize student and community clean up efforts
- Publicize the efforts and activities to cultural and community groups
- Request help from municipal services to enforce ordinances on trash
- Request police to take notice of littering and uncontained trash

### **GOAL: Improve parking within the community**

#### Objectives:

- Ask the City to confirm the conducted survey findings as part of the NRZ
- Use the parking study report to start discussion with residents and the city
- Petition the city to implement parking controls in The Hollow

### **GOAL: Improve streetscapes and gateways throughout The Hollow to build neighborhood identity**

#### Objectives:

- Establish signs and landscaping to indicate the entrances to The Hollow
- Establish “green teams” to care for public landscaping along various streets
- Seek funding from city and local businesses for streetscape improvements
- Reach out to community, religious, and city-wide non-profits for support

### **GOAL: Build Partnerships throughout the Neighborhood**

#### Objectives:

- Work more closely with police to increase safety and reduce crime
- Create partnerships with religious leaders and communities
- Create partnerships with non-profits and private businesses
- Create a communications plan to promote and educate the community

### **GOAL: Develop a program to address vacant and underutilized properties**

#### Objectives:

- Ask city to 

Refer below for new Goal
-----------------------------

 or a consultant to inventory and analyze existing vacant and underutilized properties for potential reuse
- Coordinate NRZ meeting with City of Bridgeport, OPED to discuss what potential assistance that owners or future developers could receive in their efforts to bring a productive use to the neighborhood
- Work with building owners around Nanny Goat Park to find developers.

### **GOAL: Advocate with city for funding assistance to improve The Hollow**

#### Objectives:

- Seek housing rehabilitation assistance for existing housing stock
- Seek funding to assist in home ownership
- Seek funding assistance for facade improvements in commercial areas

## Appendices

1. Community Survey
2. Parking Reference Documents

### **GOAL: Address chronically vacant or blighted properties**

#### Objectives:

- Collaborate with City in outreach to property owners, discussing the need for property (re)development.
- Connect property owners with competent developers.
- Pursue acquisition of parcels where the property owner does not have the desire or means to (re)develop. Eminent domain powers of the City shall be strategically used.



# 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. \*94-22 Consent Calendar**

**A Resolution Authorizing the Acquisition of  
A Chronically Vacant and Blighted Property  
at 330 Myrtle Avenue in accordance with the  
South End Neighborhood Revitalization Zone Plan as Amended.**

**WHEREAS**, per *Connecticut General Statute Chapter 118*, (the “**Statute**”), and as codified in the *City of Bridgeport Municipal Code of Ordinances, Chapter 8.97* (the “**Ordinance**”), the *South End Neighborhood Revitalization Zone* (the “**SENRRZ**”) *Plan* (the “**Plan**”) was first duly adopted on June 7<sup>th</sup> of 2010 and has been subsequently updated and amended, with the most recent amendment having been approved by the City Council (via Agenda Item #43-21, the “**Amended Plan**” – see excerpt attached as **Attachment A**) on April 4, 2022; and

**WHEREAS**, prior to the City Council’s approval of the Amended Plan, pursuant to Section 7-601(c) of the Statute, via transmittal letter dated September 15, 2021, the City’s Office of Planning and Economic Development (“**OPED**”) submitted the Amended Plan to the Secretary of Connecticut’s Office of Policy and Management for its review and then subsequently received constructive comment from the State of Connecticut’s Department of Energy and Environmental Protection and from its Department of Transportation and from its Office of Policy and Management via correspondence dated October 20, 2021; and

**WHEREAS**, prior to the City Council’s approval of the Amended Plan, pursuant to Section 7-601(c) and (d) of the Statute, the South End NRZ Planning Committee conducted a duly noticed public hearing on the Amended Plan, and in accordance with its by-laws, voted to adopt the Amended Plan, at its meeting of November 11, 2021; and

**WHEREAS**, Section 7-600 of the Statute establishes Neighborhood Revitalization Zones (“**NRZ**” or “**NRZ’s**”) in order “to revitalize neighborhoods where there is a significant number of deteriorated property and property that has been foreclosed, is abandoned, blighted, or substandard or poses a hazard to public safety”; and

**WHEREAS**, Section 7-601(b) of the Statute provides that an NRZ Plan “may contain an inventory of abandoned, foreclosed and deteriorated property ... located within the revitalization zone....”; and



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Committee on ECD and Environment  
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**WHEREAS**, Section 7-603 of the Statute provides the legislative finding that the acquisition of property because of substandard, insanitary or blighted conditions, and the removal of blighted structures and the improvements of such sites, and the subsequent disposition of such property for revitalization are public uses and purposes for which public money may be expended and the power of eminent domain exercised; and

**WHEREAS**, the South End NRZ Plan has consistently stressed the need to address chronically vacant and blighted properties; and

**WHEREAS**, the South End NRZ's Amended Plan, as approved by the City Council on April 4, 2022, includes an updated inventory of chronically vacant and blighted properties and identifies such properties for acquisition by the City in order to reposition them for redevelopment; and

**WHEREAS**, the approximately 2.34 acre property known as 330 Myrtle Avenue (the "**Property**"), which contains a building that is approximately 100,000 square-feet in size and 3.5 stories in height (the "**Building**"), has been identified in the Amended Plan as a chronically vacant and blighted property; and

**WHEREAS**, the Building on the Property has been vacant, blighted, and boarded-up for over sixteen years, during which time the Property has been owned by the same ownership entity, *CT Century Gardens LLC* (the "**Owner**"), which according to the Connecticut Secretary of State's records lists Mr. Albert Gad as its principal member and lists its principal business address as 12 East 49<sup>th</sup> Street, New York, NY, 10017; and

**WHEREAS**, at its regular meeting of October 19, 2022, the City of Bridgeport's Board of Condemnation voted to order the demolition of the Building on the Property (the "**Demolition Order**"); and

**WHEREAS**, consistent with the Demolition Order approved by the Board of Condemnation and consistent with the Amended Plan previously approved by the City Council, and consistent with Section 7-603 of the Statute, the City Council hereby finds that the acquisition of this blighted Property and the removal of the blighted Building and the subsequent disposition of the Property for revitalization are all actions in the City's best interest and all represent public uses and purposes for which public money may be expended and the power of eminent domain exercised; and



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**WHEREAS**, the City Council has approved a Five-Year Capital Plan for Fiscal Years 2019-2023 that includes funding for duly authorized acquisitions of property as well as for the demolition of blighted structures; and

**NOW THEREFORE BE IT RESOLVED** that as per the objectives of the Amended Plan, the City's Office of Planning and Economic Development is hereby authorized to gain development control over, and/or to acquire, the Property by lease, ground lease, donation, friendly acquisition, property swap, tax lien sale or tax lien swap, foreclosure of demolition liens, foreclosure of anti-blight liens, foreclosure of WPCA liens, tax foreclosure, deed in lieu of foreclosure, eminent domain, or by means of any other normal and customary real estate transaction or administrative action; and

**BE IT FURTHER RESOLVED** that based upon the representations made herein, the Director of the City's Office of Planning and Economic Development is hereby authorized to execute all documents and to do any and all things necessary to negotiate and conclude the site control and/or acquisition activities herein authorized and to execute such other agreements, and to take such other necessary or desirable actions in furtherance of, and consistent with, this resolution in the best interests of the City, all as subject to the review and approval of the Office of the City Attorney.

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

*City Council Date: August 7, 2023*  
Tabled by Full Council on August 7, 2023  
Re-submitted on October 2, 2023 (Tabled by Full Council)

**ATTACHMENT A**

**South End  
Neighborhood Revitalization Zone  
Strategic Plan**

2014

Amendments of 04.04.2022 (EXCERPTS)



Prepared for the South End Neighborhood Revitalization Zone Committee by the City of Bridgeport, Office of Planning and Economic Development, Division of City Planning.



# Urban Village Character

## Key Recommendations

1. **Work with Stakeholders to identify resources to prepare amendments to the City of Bridgeport zoning ordinance and map**
2. **Partner with City Council Representatives, City Staff, UB Staff, private property owners and other Stakeholders to explore the feasibility of creating a rental rehabilitation program**
3. **Work with Stakeholders to establish an affordable housing policy**
4. **Work with Developers to match construction-related training and employment opportunities with area residents**
5. **Build strong, lasting relationships with corporate and institutional members in the South End, and explore ways to work together on:**
  - **Community fair/outreach events**
  - **“Adopt-a-Block” program**
  - **Neighborhood/street cleanups**
  - **Social/entertainment events**
  - **Farmers/Gardeners Market events**
  - **Other**
6. **Work with City Council Representatives, City Staff, Greater Bridgeport Transit, Bridgeport Public Library and other Stakeholders to identify a feasible community gathering space**
7. **Work with Stakeholders to identify resources to initiate a gateways and wayfinding planning and design process**
8. **Work with Stakeholders to initiate an urban**

beautification program. Key projects might include murals, sculptures and other public artworks, landscaping and community cleanup efforts

9. **Assist with Volunteer recruitment for urban beautification projects**
10. **Develop a South End property improvement award program**

11. *Work with City to address chronically vacant or blighted properties*

## Planning District Strategies

Considering existing land use characteristics, the South End NRZ can be organized into six neighborhood planning districts. These generalized areas are meant to help communicate the overall vision for the neighborhood, not to prescribe property-specific strategies or recommendations. The six districts are:

### Neighborhood Residential

These areas are almost exclusively residential, and will remain so. The primary design objective in Neighborhood Residential districts is to preserve and enhance the existing housing stock and require infill development to be of high-quality design and construction that is compatible with surrounding structures. Non-residential land uses will be limited.

### Neighborhood Center

Strategically located and comprised of a number of underutilized properties, these areas will transition into high-activity residential, commercial and civic mixed-use centers with a focus on pedestrian and bicycling facilities.

## Urban Corridor

State St. is a high-volume transportation corridor that connects the Black Rock, West Side/West End and South End neighborhoods with Downtown. This area provides an opportunity for larger mixed-uses with a focus on multi-modal transportation facilities.

## Institutional Campus

The University of Bridgeport continues to implement its Master Plan and improve its facilities, and a new Roosevelt Elementary School campus is under construction. These areas will not experience private redevelopment, but do need to be successfully incorporated into the neighborhood fabric.

## Eco-Industrial

Bridgeport’s industrial waterfront continues to evolve. These areas will adapt to become communities capable of supporting technological innovation and 21st century light manufacturing with a focus on sustainability and access.

## Regional Recreation & Entertainment

These areas welcome large amounts of visitors from throughout the City and Region, and are sources of considerable pride. They will not be redeveloped, but will become more attractive gateways into the neighborhood.



still home to abandoned factory buildings and continues to have a negative impact on the surrounding properties.

Redeveloping 330 Myrtle with market-rate residential and ground floor retail mixed-use will build upon the success of Lofts on Lafayette, facilitate population growth, and positively influence neighboring property values. Built high enough, this building or buildings would enjoy terrific views and considering the surrounding land uses—mainly surface parking lots to the north and south and medium- to high-density residential to the east and west—it likely could be with minimal impact.

Said parking lots and other underperforming uses along Myrtle Ave., Austin St., Warren St., Gregory St. and Lafayette St. should similarly be redeveloped into high-activity mixed-uses with a focus on high-quality residential units above attractive ground-floor retail/commercial uses.

## Key Recommendations

1. **Work with Stakeholders to identify resources to prepare amendments to the City of Bridgeport zoning ordinance and map which:**
  - Allow residential/commercial mixed-use development, as-of-right
  - Permit residential/artist studio/light manufacturing mixed-use development, via special permit
  - Encourage ground-floor design and uses which engage sidewalk, bike lane and street users

- Encourage and facilitate significant population and new business growth
- Minimize curb-cuts and driveways
- Prohibit off-street parking facilities within front and side setbacks
- Facilitate a range of buildings heights, with minimums and maximums
- Encourage outdoor dining in strategic locations
- Encourage and support urban agriculture in strategic locations
  - Acquire chronically vacant or blighted properties for redevelopment

## Urban Corridor

The Urban Corridor district is comprised of the properties fronting along State St., a major State-owned corridor running from the Town of Fairfield into Downtown Bridgeport. The corridor is anchored by the United Congregational Church and YMCA use at the intersection of Park Ave., but most of the remaining uses are abandoned or in poor condition and vacant lots are prevalent. This area represents an opportunity to develop a high-activity mixed-use corridor more focused on commercial uses than others in the South End.

Development standards within the Urban Corridor should allow for medium-height (two- to six-story) mixed-use buildings, as-of-right with taller buildings allowed via special permit. Vehicular access should only be permitted from side streets. Off-street parking facilities should be permitted, but designed to not be visible from State St. Adequate buffering with screening and landscaping shall be required between these uses and adjacent residential uses.

The Street is very wide with two one-way directional traffic lanes and two parking lanes. Traffic volume and travel speeds are high and accidents are common. Although the sidewalks are wide, they are in poor condition. The streetscape is void of street-scaping, trees and has inadequate lighting. State St. is unsafe for bicyclists and pedestrians, especially at night.

Bump-outs and clearly marked crosswalks will shorten crossing distances and improve pedestrian safety. Street trees and landscaping will improve the urban environment and alter the scale of the street for both drivers and pedestrians, making it more attractive and safer. State St. is a candidate to be converted to two-way directional flow and the City of Bridgeport aims to study the feasibility of doing so. Six Greater Bridgeport Transit bus routes run along State St. Improving bus stops along these routes with well-designed weather-protective facilities would serve dual purposes of distinguishing the corridor and increasing the attractiveness of bus transit.

## Key Recommendations

1. **Work with Stakeholders to identify resources to prepare amendments to the City of Bridgeport zoning ordinance and map which:**
  - Allow residential/commercial mixed-uses, as-of-right
  - Encourage and facilitate sensible population growth
  - Ensure pedestrian and bicycling safety and encourage healthy activity
  - Do not allow curb-cuts, driveways or off-street parking facilities along State St.
  - Allow off-street parking facilities, and re-

## Address Chronically Vacant or Blighted Properties

sidewalks, streets, bike-ped facilities and tree plantings. Tree plantings will have a particularly dramatic impact over time. The Iranistan Ave./Gregory St. and Broad St./University Ave. intersections are prime locations for welcoming visitors through the neighborhood and into Seaside Park.

Several properties in the South End are vacant or blighted and have been in this condition for many years. This is often the result of property owners who live elsewhere and are landbanking the sites. Efforts need to be taken to put these properties into productive use so that they enhance, rather than detract from, quality of life for area residents.

Beautification measures such as decorative landscaping, signage and lighting will emphasize their natural gateway roles. Thinking a little bigger, placing a new landmark such as a significantly scaled monument, statue or sculpture at these locations would firmly establish them as memorable gateways.

A first step would be to contact the property owner for a discussion about the NRZ goals and assess whether the owner has the desire or ability to turn the property around. If the property owner does not have the desire or means to improve the property then acquisition should be pursued.

## Key Recommendations

1. **Work with City of Bridgeport, Parks and Recreation and other Stakeholders to implement the Seaside Park Master Plan**
2. **Work with City of Bridgeport and Harbor Yard and Arena Stakeholders to stimulate landscaping and other urban beautification initiatives**
3. **Work with City of Bridgeport and other Stakeholders to identify signage and lighting needs in these areas**
4. **Assist with Volunteer recruitment for associated projects**

Property acquisition should be strategic, only pursued when a site specific redevelopment strategy has been identified. If the property owner is unwilling to sell, or demands a price which is significantly higher than appraised value, the City could use its powers of eminent domain. In such cases the City must engage the NRZ in the creation and final approval of a redevelopment strategy, and selection of a developer.

Properties which are chronically vacant or blighted include:

526-528 Atlantic Street (blighted)  
914 Atlantic Street (vacant lot)  
83 & 95 Garden Street (vacant lots)  
434 Gregory Street (blighted)  
181-183 Hanover Street (vacant lot)  
109-111 Johnson Street (blighted)  
330 Myrtle Street (blighted)  
33 Rennell Court (blighted)  
81 Ridge Avenue (blighted)  
61 Lewis Street (blighted)

# Implementation Strategy

Urban Village Character

Immediate (Less than 3 Years)

Proj. No.	Project	What is the South End NRZ's primary role in this project?	Who are the potential Partners for implementing this project?	Where will the funding come from?	Page No.	Priority
UVC-01	Promote Use of BConnected Platform for Urban Village Improvements	Lead neighborhood-wide promotional efforts.	City of Bridgeport Departments, South End Stakeholders	Local public and private sources		
UVC-02	Develop Civic Partnerships	Lead efforts.	South End Educational institutions, Non-profit organizations, businesses and citizen Stakeholders	Local public and private sources	67, 69	
UVC-03	Initiate Urban Beautification Program	Work with City of Bridgeport to determine role	City of Bridgeport Departments, Stakeholders	State and local public and private sources	67-69	
UVC-04	Conduct Volunteer Recruitment for Urban Village Character Projects	Lead, as necessary.	City of Bridgeport Departments, Stakeholders	N/A	67, 69	
UVC-05	Develop Property Improvement Award Program	Lead efforts.	City of Bridgeport Departments, South End Educational institutions, Non-profit organizations, businesses and citizen Stakeholders	Local public and private sources	67, 69	
UVC-06	Participate in UB Campus Master Planning Process	Support and participate in planning process.	University of Bridgeport	N/A	76	
UVC-07	Identify State St. Improvements	Lobby and support.	City of Bridgeport, CT DOT, Greater Bridgeport Regional Council	Federal, State and local sources	75, 76	
UVC-08	Conduct Comprehensive and Ongoing Zoning Ordinance & Map Amendments	Support and participate in planning process.	City of Bridgeport, Office of Planning & Economic Development, Stakeholders	Federal, State and local sources	63-78	

Proj. No.	Project	What is the South End NRZ's primary role in this project?	Who are the potential Partners for implementing this project?	Where will the funding come from?	Page No.	Priority
UVC-10	Promote Roosevelt School Streetscape Improvements	Support.	City of Bridgeport, CT DOT, Greater Bridgeport Regional Council	Federal, State and local sources	76	
UVC-11	Assist with UB Campus – Area Improvements	Work with University of Bridgeport to determine role.	University of Bridgeport, City of Bridgeport Departments	University of Bridgeport, Local and State sources	76	
UVC-12	Assist with Seaside Park Master Plan Implementation	Work with Bridgeport Parks Department to determine role.	City of Bridgeport Parks & Recreation Department, Stakeholders	Federal, State and local public and private sources	77, 78	

UVC-14 Address vacant, blighted or underutilized properties.

Identify properties and support.

City of Bridgeport, targeted property owners, developers

Local sources.

79

Short-term (3-6 Years)

Proj. No.	Project	What is the South End NRZ's primary role in this project?	Who are the potential Partners for implementing this project?	Where will the funding come from?	Page No.	Priority
UVC-13	Develop an Affordable Housing Policy	Support and participate in planning process.	City of Bridgeport, South End Educational institutions, Non-profit organizations, businesses and citizen Stakeholders	Federal, State and local sources	64, 69	



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

**Item No. \*112-22 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Planning and Zoning Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

**NAME**

**TERM EXPIRES**

Soledad Nunez (D)  
780 Seaview Avenue, Apt 6  
Bridgeport, CT 06607

December 31, 2026

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

*City Council Date: September 5, 2023 (Tabled by Full Council)*  
*Resubmitted: September 18, 2023 (Tabled by Full Council)*  
*ReSubmitted: October 2, 2023 (Tabled by Full Council)*



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

Item No. 56-22

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Planning and Zoning Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

**NAME**

John Mariani, Jr., (D)  
70 Leslie Road, Unit D  
Bridgeport, CT 06606

**TERM EXPIRES**

December 31, 2026

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

**City Council Date: June 5, 2023 (Tabled by Full Council)**  
**ReSubmitted: June 20, 2023 (Tabled by Full Council)**  
**ReSubmitted: July 3, 2023 (Tabled by Full Council)**  
**ReSubmitted: September 5, 2023 (Tabled by Full Council)**  
**ReSubmitted: September 18, 2023 (Tabled by Full Council)**  
**ReSubmitted: October 2, 2023**  
**WITHDRAWN: October 2, 2023**



# OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED  
CITY CLERK'S OFFICE  
23 OCT -3 PM 4:17

TEST \_\_\_\_\_  
CITY CLERK

## SECTION I CITY COUNCIL SUBMISSION INFORMATION

**Log ID/Item Number:**  
**Submitted by Councilmember(s):** 136-22  
Alfredo Castillo  
**Co-Sponsors(s):** (Choose all that apply)  
**District:** 136TH  
**Subject:** Proposed Resolution for establishment of a Municipal Energy Security Authority (MESA) for the City of Bridgeport.  
**Referred to:** ECD and Environment Committee  
**City Council Date:** October 2, 2023 (OFF THE FLOOR)

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

**WHEREAS, MESA** (Municipal Energy Security Authority) a non-profit established by City of Bridgeport as the first municipal energy security authority in nation with a mission to make clean energy and investment accessible to underserved ratepayers in high-cost urban areas and subject to climate risk and carbon impact; and

**WHEREAS, MESA** is about deploying clean energy and clean technology rather than maximizing profits and recycles energy savings back to institutions that install and consume clean energy; and

**WHEREAS, MESA** mission is to accelerate clean energy transition to reduce monthly utility cost, mitigate climate risks and reduce carbon impact within vulnerable, lower-income neighborhoods of municipalities; and

**WHEREAS, MESA** accelerates the transition to clean energy by using limited public dollars to attract multiples of private capital investment. In doing so, clean energy is more affordable and accessible; and

**WHEREAS, MESA** directs public-private partnerships and market-based programs, sustainable financing, that result in energy security for a municipality as cost savings, resiliency, sustainability, and workforce; and

**WHEREAS, MESA** expects to identify and secure U.S. Department of Energy resources committed by the Inflation Reduction Act (GHGR Fund) as signed by President Joseph Biden which is the largest climate investment in U.S. history, designed to mobilize private capital to achieve U.S. climate goals; and

**WHEREAS, MESA** is recognized by the City Council as an essential tool for the City of Bridgeport to meet its climate goals as aligned with The Paris Climate Agreement. The Paris Agreement is an international treaty on climate change that was adopted in 2015. The agreement covers climate change mitigation, adaptation, and finance. It sets out a global framework to avoid dangerous climate change; and

**WHEREAS, MESA** is the only green authority within United States that officially recognizes The Paris Agreement for its solutions toward climate change specifically in its impact on urban populations who are underserved, or vulnerable and residing in municipalities unprepared and threatened by expected crisis; and





## OFFICE OF THE CITY CLERK RESOLUTION FORM

**WHEREAS, MESA** recognizes the importance of diversity and inclusion and voice in all representations, and as such, is committed to transparency, accountability and reporting to City Council and Mayor's Office; and

**WHEREAS, MESA** manages the Green Energy Market Securitization (GEMS) Program in the State of Connecticut.  
<https://energy.hawaii.gov/wp-content/uploads/2014/11/GEMS-FAQs-general-updated-2.5.15.pdf>.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL** to make clean energy and investment accessible to high-cost, underserved ratepayers who are subject to climate risk and carbon impact in Bridgeport that the Committee on Economic and Community Development and Environment establish a Municipal Energy Security Authority (MESA) for the City of Bridgeport; and

**BE IT FURTHER RESOLVED** that the Office of Planning and Economic Development along with the Office of the City Attorney assist the Committee on Economic and Community Development and Environment in developing an implementation strategy for creation of a Municipal Energy Security Authority (MESA) for the City by the Bridgeport.

**Attachments: September 2023 – MESA - City of Bridgeport and GEMS FAQ**



# OFFICE OF THE CITY CLERK RESOLUTION FORM

## SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
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	<b>Public Hearing Ordered on:</b> <b>CT Post Publication Date(s):</b> <b>Public Hearing Held on:</b>	

## 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)

Measure Title: MESA (Municipal Energy Security Authority) for the City of Bridgeport.

Report Title: Clean Energy for Underserved Communities Supported By Green Banks.

Description: Establishes non-profit structure that authorizes clean energy infrastructure.

**Whereas, MESA** (Municipal Energy Security Authority) a non-profit established by City of Bridgeport as the first municipal energy security authority in nation with a mission to make clean energy and investment accessible to underserved ratepayers in high-cost urban areas and subject to climate risk and carbon impact.

**Whereas, MESA** is about deploying clean energy and clean technology rather than maximizing profits and recycles energy savings back to institutions that install and consume clean energy.

**Whereas, MESA** mission is to accelerate clean energy transition to reduce monthly utility cost, mitigate climate risks and reduce carbon impact within vulnerable, lower-income neighborhoods of municipalities.

**Whereas, MESA** accelerates the transition to clean energy by using limited public dollars to attract multiples of private capital investment. In doing so, clean energy is more affordable and accessible.

**Whereas, MESA** directs public-private partnerships and market-based programs, sustainable financing, that result in energy security for a municipality as cost savings, resiliency, sustainability and workforce.

**Whereas, MESA** expects to identify and secure U.S. Department of Energy resources committed by the Inflation Reduction Act (GHGR Fund) as signed by President Joseph Biden which is the largest climate investment in U.S. history, designed to mobilize private capital to achieve U.S. climate goals.

**Whereas, MESA** is a recognized by the City Council as an essential tool for the City of Bridgeport to meet its climate goals as aligned with The Paris Climate Agreement. The Paris Agreement is an international treaty on climate change that was adopted in 2015. The agreement covers climate change mitigation, adaptation, and finance. It sets out a global framework to avoid dangerous climate change.

**Whereas, MESA** is the only green authority within United States that officially recognizes The Paris Agreement for its solutions toward climate change specifically in its impact on urban populations who are underserved, or vulnerable and residing in municipalities unprepared and threatened by expected crisis.

**Whereas, MESA** recognizes the importance of diversity and inclusion and voice in all representations, and as such, is committed to transparency, accountability and reporting to City Council and Mayor's Office.

**Whereas, MESA** manages Green Energy Market Securitization (GEMS) Program in State of Connecticut, <https://energy.hawaii.gov/wp-content/uploads/2014/11/GEMS-FAQs-general-updated-2.5.15.pdf>



## **GEMS (Green Energy Market Securitization) Program Frequently Asked Questions**

### **What is GEMS?**

The GEMS (Green Energy Market Securitization) Program is the State of Hawaii's innovative green infrastructure financing program designed to make clean energy improvements affordable and accessible for a broader cross-section of Hawaii's consumers. Gov. Neil Abercrombie signed Act 211 on June 27, 2013 authorizing the creation of GEMS. The Hawaii Public Utilities Commission on Sept. 4, 2014 issued an order permitting the State of Hawaii to issue \$150 million of Green Infrastructure Bonds to fund GEMS. The PUC on Sept. 30, 2014 issued a second order allowing the State Department of Business, Economic Development and Tourism/Hawaii Green Infrastructure Authority to launch the GEMS program.

### **Why GEMS?**

The upfront costs of installing PV panels and other green infrastructure equipment are a barrier preventing a significant number of electric utility customers from participating in Hawaii's clean energy transformation. While the state has seen early success in clean energy deployment, existing programs may not serve the entire spectrum of Hawaii's communities. In particular, DBEDT has identified a group of underserved consumers that includes renters, non-profits, and homeowners who have been locked out of traditional financing for clean energy installations. GEMS was created to bridge that market gap and bring financing for clean energy into reach for a wider audience.

### **How does GEMS work?**

GEMS uses a market-based financing mechanism to make low-cost capital available for clean energy loans that might not otherwise be provided by traditional lenders. The ability of GEMS to tap a huge pool of institutional bond investors allows the program to reduce financing costs for clean energy installations by minimizing overhead expenses and taking advantage of economies of scale. Consumers who borrow from GEMS to make clean energy investments will see electricity bill savings on day one, with no money down.

### **What kinds of clean energy installations can be financed with GEMS?**

Initially, GEMS will provide financing for distributed solar and other technologies that support PV interconnection, such as energy storage, advanced inverters and monitoring devices. Because GEMS supports grid-enabling technologies it has the potential to help mitigate some of the interconnection issues that have slowed new PV installations.

### **What are some of the other potential uses for GEMS?**

GEMS could eventually be used to support other proposed clean energy technologies such as utility grid modernization, utility renewable integration commercial energy efficiency, technologies that incorporate a water-energy nexus, including sewage and waste water treatment, heating, ventilating, and air conditioning ("HVAC") and related systems, and LED systems.

**Will GEMS compete with conventional financing sources?**

No. In addition to using traditional lending criteria GEMS will use non-traditional methods to expand clean energy lending into markets that are not served by conventional lenders. Alternative lending criteria may include consideration of factors such as utility bill repayment history and the net bill savings expected from a specific clean energy technology. Traditional lending practices do not take into consideration energy savings from the clean energy installations, even if that installation results in positive cash flows or "income" for the borrower.

**Who pays for the bonds issued by GEMS?**

Bond holders will be repaid by a PUC-approved Green Infrastructure Fee on utility bills that is estimated to be \$1.29 a month for residential customers. By assessing the fee on all utility ratepayers the bonds will achieve the highest possible credit rating, which in turn lowers the amount of the fee. The Green Infrastructure Fee will be offset by a reduction on the Public Benefits Fee currently on electric bills, resulting in little or no impact to the vast majority of ratepayers.

**How does GEMS fit with on-bill financing?**

GEMS provides the funding used to make clean energy loans to underserved consumers. On-bill repayment is a separate program being created by the PUC that will allow GEMS participants and others pay for their clean energy installations through their utility bills.

**How is GEMS groundbreaking?**

What makes GEMS pioneering is that the program combines two financing methods, a traditional rate-reduction bond structure and on-bill financing, in a synergistic model. This innovative structure can open the door for a whole new financing market in renewables and energy efficiency. Although the GEMS program was "invented in Hawaii" to serve Hawaii residents and businesses, the program has drawn national attention and could potentially serve as a model for other states.

**What's next?**

The GEMS bonds were sold in November, providing the capital necessary to make the clean energy loans. The Hawaii Green Infrastructure Authority, through its deployment partners, is on track to begin making loans to nonprofit organizations by early 2015. Loans to homeowners and renters are scheduled to begin shortly after that.

For more information on GEMS please visit the Hawaii State Energy Office's website at [energy.hawaii.gov](http://energy.hawaii.gov) or contact our office at 808-587-3868.



Motion suspended to suspend the rules

September 2023

Measure Title: MESA (Municipal Energy Security Authority) for the City of Bridgeport.

Report Title: Clean Energy for Underserved Communities Supported By Green Banks.

Description: Establishes non-profit structure that authorizes clean energy infrastructure.

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CITY CLERK'S OFFICE  
OCT - 3 11:29 AM '23

COMM. #137-22 Ref'd to Public Safety & Transportation Committee  
on 10/2/2023 (OFF THE FLOOR)



OFFICE OF THE  
**DEPARTMENT OF PUBLIC FACILITIES**

999 BROAD STREET  
BRIDGEPORT, CT 06604  
TELEPHONE (203) 576-7130

**JOSEPH P. GANIM**  
Mayor

**AARON CURRY**  
Deputy Director, Public Facilities

October 3, 2023

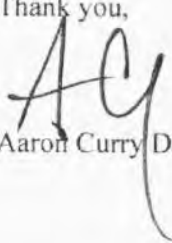
TO: Frances Ortiz  
City Clerk's Office

FOR: City of Bridgeport City Council

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Please forward the attached Resolution and Exhibit A to the members of the City Council for their review and referral to the Public Safety & Transportation Committee, per the "Resolution Regarding Sidewalk Repair Pilot Program".

Thank you,

  
Aaron Curry Deputy Director of Public Facilities

AC:adp

Cc: Angel DePara, Public Facilities  
Michael Jankovsky, Office of the City Attorney  
Craig Nadrizny, Public Facilities

RECEIVED  
CITY CLERKS OFFICE  
23 OCT -4 PM 4: 24  
ATTTEST  
CITY CLERK

**RESOLUTION**

WHEREAS, numerous sidewalks in the City of Bridgeport ("City") are in varying states of disrepair; and

WHEREAS, the City can be held liable under certain circumstances for injuries which may occur due to disrepair of sidewalks; and

WHEREAS, the City has the right to force sidewalk repairs and recoup from the homeowner 100% of the costs of the repair; and

WHEREAS, the Administration desires to continue its efforts to make the City a safer place for its citizens and visitors to live and work; and

WHEREAS, the City desires to engage in an aggressive and protective pilot program to have sidewalks repaired; and

WHEREAS, on May 1, 2017, the City Council passed a resolution which stated:

NOW, THEREFORE, in furtherance of the public safety and the need for a City-wide program to repair these sidewalks in a progressive, fair, deliberate manner and in accordance with the available funding, it is hereby RESOLVED by the City Council, in support and approval of the pilot program, that the City proceed with sidewalk repair pilot program and to the extent the City causes participants' sidewalks to be repaired, to absorb fifty (50%) percent of the cost of the same, apply such Senior Citizen and Social Security Disability credits as may be applicable, and should the actual costs NOT exceed 110% of the estimates set forth to the Council in advance, the City Council will approve and accept then filing of the appropriate lien(s) against the respective property(ies), providing, however, the City is not hereby authorized to pursue a foreclosure on a sidewalk repair lien, but rather should await payment from the affected owners, mortgagees, insurance companies, or through a sale of the subject parcel, and

WHEREAS, the approval of the Program was contingent on the Department of Public Facilities causing periodic lists of anticipated sidewalk repairs and estimate costs to be submitted to the Council for permission to lien those parcels in the event that the City causes said repairs to be made and should respective homeowner(s) fail to pay the remaining invoice within thirty (30) days of mailing of the invoice (the City may, prior to completing the repair, work out a payment arrangement with the homeowner as exigencies may require); and

WHEREAS, the City has compiled this list for 2023 which is attached hereto and made a part hereof as Exhibit A.



---

2023 Second Round of City Sidewalk Repair Program list of repairs

NOW THEREFORE, pursuant to the approved Sidewalk Repair Pilot Program, it is hereby RESOLVED BY THE CITY COUNCIL, that the City proceed with the repairs set forth in Exhibit A and it is further RESOLVED that if any of the homeowners participating in the Program fail to pay their fifty (50%) percent within the allotted time and/or fail to work out and adhere to an approved payment schedule, the City Council hereby approves the filing of a lien on those respective parcels for actual cost of repairs, but in no event more than 10% more than the estimates set forth in Exhibit A, but also NOT foreclose or sell such sidewalk repair liens as per the Program's initial approval.

2023 Second Round Sidewalk Repairs

**SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES**

At House #	At Street	Zip	First Name	Owner Last	Homeowner	COB	Total
177	Ash Street	06605	Victorino	Rodriguez	\$4,232.50	\$4,232.50	\$8,465.00
36	Durando Place	06605	Virginia C	Lussier	\$2,733.50	\$2,733.50	\$5,467.00
191	Fifth Street	06607	Jacqueline Kemp	and Johnny L. Kemp	\$3,317.50	\$3,317.50	\$6,635.00
632	Grand Street	06604	Maria Rita	Soares	\$5,649.00	\$5,649.00	\$11,298.00
620	Granfield Avenue	06610	Ana Maria	Mercedes	\$5,592.00	\$5,592.00	\$11,184.00
271	Grovers Avenue	06605	Melvin L Liebergall	and Maureen R Liebergall	\$7,380.50	\$7,380.50	\$14,761.00
280	Grovers Avenue	06605	Peter Spain	and Kate Spain	\$8,986.50	\$8,986.50	\$17,973.00
1184	Lindley Street	06606	Showkat H.	Chowdhury	\$7,076.50	\$7,076.50	\$14,153.00
71	Lorraine Terrace	06604	Thuy T Nguyen	and Henry V Nguyen	\$4,597.00	\$4,597.00	\$9,194.00
295	Madison Avenue	06604	Alfred Beckford	and Winsome A Beckford	\$2,988.00	\$2,988.00	\$5,976.00
122	Morningside Drive	06606	Joann	Lopez	\$3,329.50	\$3,329.50	\$6,659.00
127	North Bishop Avenue	06610	Noel Perez	and Maria Perez (Survivorship)	\$3,020.00	\$3,020.00	\$6,040.00
270	North Bishop Avenue	06610	Eddie Dixon	and Esther Dixon	\$2,927.50	\$2,927.50	\$5,855.00
617	North Summerfield Avenue	06610	Annie W.	Brevard	\$3,124.50	\$3,124.50	\$6,249.00
2199	Park Avenue	06604	Linda	Tobin-Hunter	\$3,767.50	\$3,767.50	\$7,535.00
933	Peal Harbor Street	06610	Nicky Mora	and Nilsa Mora	\$3,598.50	\$3,598.50	\$7,197.00
100	Pearl Street	06608	Donald Paul	and Kayon Boothe-Paul	\$1,751.50	\$1,751.50	\$3,503.00
250	Rocton Avenue	06606	Patricia E	Allen	\$4,095.00	\$4,095.00	\$8,190.00
217	Tremont Avenue	06606	Elsy Cerdeira	and Janette Cerdeira	\$2,921.00	\$2,921.00	\$5,842.00
206	Judson Place	06610	Maria	Medina	\$2,763.50	\$2,763.50	\$5,527.00
54	Adam Street	06607	Jennifer	McCleary	\$4,068.50	\$4,068.50	\$8,137.00