

## **AGENDA**

### **CITY COUNCIL MEETING**

(TUESDAY, JANUARY 16, 2024  
CANCELLED DUE TO INCLEMENT WEATHER)

ALL ITEMS CARRIED OVER TO

**MONDAY, FEBRUARY 5, 2024**

**7:00 p.m.**

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

**BRIDGEPORT, CONNECTICUT 06604**

Prayer

Pledge of Allegiance

Roll Call

City Council Citation: In Recognition of AnnMarie Strang, helping in Building a Vibrant Bridgeport Business Community for 35 years as AnnMarie's Hair on Madison.

#### **MINUTES FOR APPROVAL:**

Approval of City Council Minutes: December 4, 2023 & December 18, 2023

#### **COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 31-23** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Economic and Community Development Urban Act Grant Program – Total Mortgage Arena Renovations (#24321), referred to Economic and Community Development and Environment Committee.
- 32-23** Communication from Housing and Community Development re: Proposed Resolution regarding the approval of the 2024-2025 Citizens Union Committee, referred to Miscellaneous Matters Committee.
- 33-23** Communication from Mayor re: Appointment of Jennifer Rocha (D) to the Commission for People with Disabilities, referred to Miscellaneous Matters Committee.
- 34-23** Communication from Mayor re: Appointment of Linda Lubin (D) to the Commission for People with Disabilities, referred to Miscellaneous Matters Committee.
- 35-23** Communication from Mayor re: Appointment of Ali Akbar (U) to the Planning and Zoning Commission, referred to Miscellaneous Matters Committee.
- 36-23** Communication from Mayor re: Appointment of Ada Gloria Hernandez (D) to the Fair Rent Commission, referred to Miscellaneous Matters Committee.
- 37-23** Communication from Mayor re: Appointment of John Stevens (U) to the Harbor Commission, referred to Miscellaneous Matters Committee.

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

- 38-23** Communication from City Attorney re: Proposed Lease Agreement/Eminent Domain regarding the Parking Lot located at 405-435 Congress Street for the Police Department, referred to Contracts Committee.
- 39-23** Communication from Mayor re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 3.16 – Property Taxes, amend Article II – Real Property Tax Relief for Senior Citizens, Section(s) 3.16.110 – Real Property Tax Relief and Maximum & 3.16.120 – Application for Real Property Tax Relief, referred to Ordinance Committee.

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

- 40-23** Resolution presented by Council President Nieves and Co-sponsor(s): Burns & Newton re: Proposed Resolution concerning the Initiation of a Charter Revision Process for the City of Bridgeport, referred to Ordinance Committee.

**ITEMS FOR IMMEDIATE CONSIDERATION:**

- 41-23** Resolution presented by Council President Nieves and Co-sponsor(s): Newton, Vizzo-Paniccia, Herron, Smith, Cruz & Ortiz re: Proposed Resolution to Censure Councilwoman Maria H. Pereira, **FOR IMMEDIATE CONSIDERATION.**
- 42-23** Resolution presented by Council Member Pereira re: Proposed Resolution to Censure Councilman Ernest Newton, **FOR IMMEDIATE CONSIDERATION.**

**APPOINTMENT OF:**

City Council Standing Committees.  
City Council Liaisons to various City agencies, boards, and commissions.

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

- \*29-23** Contracts Committee Report re: Agreement with The Connecticut Laborers' District Council for the Bridgeport Public Employees Union Local 665 (LIUNA) regarding their Bargaining Unit Contract from July 1, 2022 through June 30, 2026.
- \*30-23** Contracts Committee Report re: Professional Services Agreement with Griffin & Strong P.C. regarding the creation of a New Disparity Study for the City.
- \*09-23** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation in the Matter of Lonnie Blackwell – Docket No. 3:21-cv-778-(KAD).
- \*03-23** Economic and Community Development and Environment Committee Report re: Grant Submission: United States Department of Transportation (US DOT) Reconnecting Communities and Neighborhoods – Congress Street Bridge Capital Construction (#24663).

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

- \*05-23** Economic and Community Development and Environment Committee Report re: Grant Submission: Environmental Protection Agency (EPA) Environmental Justice Government-to-Government Program (#24574).
- \*07-23** Economic and Community Development and Environment Committee Report re: Grant Submission: United States Department of Transportation (US DOT) Reconnecting Communities and Neighborhoods – Route 8 Decking Community Planning (#24893).
- \*14-23** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Children and Families – Youth Services Bureau (#24532).
- \*15-23** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant (#24540).
- \*22-23** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Public Health FY24 Per Capita Funding Allocation (#24220).

**MATTERS TO BE ACTED UPON:**

- 04-23** Economic and Community Development and Environment Committee Report re: Grant Submission: Connecticut Department of Economic and Community Development Office of Brownfield Remediation and Development – Municipal Grant Program (#24409), **WITHDRAWAL**.
- 13-23** Economic and Community Development and Environment Committee Report re: Grant Submission: Connecticut Department of Economic and Community Development – Community Investment Fund 2030 Grant Program Round 4 (#24435, #24439 & #24441).
- 01-23** Contracts Committee Report re: Lease Agreement with Aquarion Water Company of Connecticut regarding Vacant Land at the Fairchild-Wheeler Golf Course for the purpose of Installing a Water Pump Station along with any related Infrastructure or Appurtenances to the Facility.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, FEBRUARY 5, 2024 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	Municipal Governance, Participation, Voting and Civics.
2.) Julian Shafer 49 Sidney Street Bridgeport, CT 06606	Ceasefire Resolution.
3.) Dario Sulzman 118 Ellsworth Street #2 Bridgeport, CT 06605	Ceasefire Resolution.
4.) Hamza al Hameedi 1360 Noble Avenue Bridgeport, CT 06608	Ceasefire Resolution.
5.) Helen O. Losak 304 Bradley Street Bridgeport, CT 06610	Great Police Service – Thanking Bridgeport Police & Chief Porter for removing falling apart boat from Hickory Street.
6.) Jason Coombs 107 Grey Rock Road Bridgeport, CT 06606	Bridgeport Cease Fire Resolution.
7.) Dr. Khaled Elleithy, President Bridgeport Islamic Community Center 703 State Street Bridgeport, CT 06604	Ceasefire Resolution.
8.) Pastor Anthony Bennett Mount Aery Baptist Church 45 East Eaton Street Bridgeport, CT 06604	Ceasefire Resolution.
9.) Sarah Ibrahim 88 Harbor Avenue Bridgeport, CT 06605	Ceasefire Resolution.
10.) Maher Abokhzam 1300 Fairfield Avenue Bridgeport, CT 06605	Ceasefire Resolution.

**CITY COUNCIL MEETING  
PUBLIC SPEAKING FORUM  
MONDAY, FEBRUARY 5, 2024  
City Council Chambers, City Hall  
45 Lyon Terrace  
Bridgeport, CT 06604**

**CALL TO ORDER**

Council President Pro Tempore, Ernest E. Newton called the Public Speaking session of the City Council to order at 6:29 p.m.

**ROLL CALL**

The City Clerk Lydia Martinez called the roll.

- 130<sup>th</sup> District: Scott Burns, Matthew McCarthy
- 131<sup>st</sup> District: Jorge Cruz
- 132<sup>nd</sup> District: Dasha Spell, Rolanda Smith
- 133<sup>rd</sup> District: Aikeem Boyd, Jeanette Herron
- 135<sup>th</sup> District: Mary McBride-Lee, Richard Ortiz
- 136<sup>th</sup> District: Frederick Hodges
- 138<sup>th</sup> District: Maria Pereira, Jazmarie Melendez
- 139<sup>th</sup> District: Eneida Martinez, Ernest Newton

A quorum was present.

Council President Pro Tempore opened the public speaking forum by thanking everyone for joining. He carried on to say due to the last meeting being canceled, they will use that list and order of public speakers for tonight since they didn't get the opportunity, should one of those ten not show up then they will go onto the list dated for tonight. Pro Tempore asked the council to indulge in prayer before they began the session, he asked for leaders of each religion to come forward to say a prayer before they begin.

Pastor Anthony Bennett from the Mount Avery Baptist Church went forward to share a prayer. Pastor Debra Boles from the Congregation Rodeph Sholom came forward to share a short prayer. Dr. Khaled Elleithy, president of the BICC came forward to share a short prayer.

**THE FOLLOWING NAMED PERSONS HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, FEBRUARY 5 AT 6:30 P.M. IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT 06604.**

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RECEIVED  
CITY CLERKS OFFICE  
24 FEB 16 AM 2:17  
ATTEST  
CITY CLERK

There were in total ten speakers, six speakers were registered from the last meeting that was canceled due to snow and four were registered from the floor.

**NAME**

**SUBJECT**

John Marshall Lee -  
30 Beacon Street  
Bridgeport, CT 06605

Municipal Governance.

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

You have heard me talk about governance issues on multiple occasions. Not political issues about where a person or party exercises authority over others courtesy of election by the people or because of appointment by an official with power. Person's and parties, when discussed as individuals, are easier for people to understand, either 'me or you,' 'us or them,' the 'good against the bad,' for example. This does not deal with systemic injustice in a system, like the failure to keep citizen residents from participating for years in serving on Boards and Commissions to the maximum extent possible. The denied opportunity for public service denies Charter citizen participation. The Fair Rent Commission was a major initiative of the City Council Last year, but the new group has not yet met, though staffing is under the City Health Department. Juan Orlando Hernandez has opened forty-three (43) files and settled perhaps fifteen (15) of them with the CT Statutes recorded last fall. However, only four members have been appointed of the number authorized which may hold up quorums for meetings or hearings. How are the quality-of-life issues of concern by renting residents handled? What about the Fair Housing Commission and action in this regard? City Hall reporting to the State of CT was not timely last year on "fair housing" issues. How does Park City Communities with activities funded primarily by HUD but with a Mayor appointed Board reveal annually at least the complete material discussed by their Board? Where is documentation provided by the City or by Park City Communities website to which the public may refer for better understanding the lives of the thousands of renters supported? Fear for personal safety and fear of eviction for sharing a story that seems unjust is no way to deal with public responsibilities. Where is *official empathy*? Time will tell.

Julian Shafer -  
49 Sidney Street  
Bridgeport, CT 06606

Cease-Fire Resolution.

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

My name is Julian Shafer, I live on 49 Sidney Street.

Bridgeport City Council,

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I came here today to thank my city government for standing on the side of peace and justice by passing the Palestine-Israel ceasefire resolution last month. In passing this resolution we have joined the likes of about 60 other cities around the country who have also called for a ceasefire. These local resolutions may only be symbolic, but they're an important step in telling the President and our congressional delegation that CT's largest city wants to see an end to Israel's war on Gaza, and developing genocide against Palestinians. Being born and raised Jewish, I began to learn about the Holocaust as early as the fourth grade, when we learned about the dangers of dehumanization, racism, and genocide in Hebrew School. Through our prayers and study of the Torah I was taught to believe that every life is precious, how every life is a world of its own, and how each life lost, is akin to the loss of a world. This is why it pains me to know that Israel's war on Gaza is being done in the name of defending Jewish people. Hamas's October 7th attack cannot be used to justify genocide. War crimes do not justify war crimes. I strongly believe that the genocidal intent of the Netanyahu government against Palestinians is in direct opposition with the values of Judaism, and I believe that it is my duty as a Jewish person to speak out against Israel's war, occupation and apartheid against Palestinians. As of last month, 1 in 100 Palestinians in Gaza have been killed in this war. Entire families have been murdered. Israel has dropped 2,000 lb bombs on refugee camps and apartment complexes. These bombs are so powerful that they turn giant apartment complexes into holes in the ground. Gaza as a whole is on the brink of famine, and its medical system has decimated. Since you passed the ceasefire resolution, South Africa has brought charges of genocide against the state of Israel, and is planning to sue the US government over its material support for these crimes. We here in Bridgeport today would be wise to follow the lead of the South African government, who themselves have experienced the horrors of an apartheid state. In college I spent a semester in South Africa studying its history of apartheid and the movement that ended it. My professors who were part of the anti-apartheid movement themselves explained that international pressure via targeted BDS (Boycotts, Divestments, and Sanctions) of select South African banks and businesses, were a critical pillar in the movement to end South African apartheid. By 1989, 90 US cities and 22 states joined in these pivotal boycotts. And so I can't help but think, while our symbolic action is necessary, it is frankly not enough when genocide is unfolding. I propose to my city council that you take your symbolic action of a ceasefire resolution one step further, and take a material stand against genocide and decades of apartheid, occupation, and illegal settlements. By using the same strategy of Boycott, Divestment and Sanctions, Bridgeport can take a meaningful stand against Israel's apartheid, occupation, and now war on Palestinians. Even President Biden has called for sanctions against West Bank Settlers in the past week. This task is not a stretch. I believe that both Israeli and Palestinian people today have a right to live on the lands that international law has designated, and a right to live in peace. I also believe it is the international community's duty to help end this 75 year old cycle of violence. Until then, I believe the Bridgeport City Council should support the Boycott, Divest and Sanctions (BDS) movement, and in doing so, end its business with any companies on its boycott list until Palestine is free and has a state of its own!

Dario Sulzman -  
118 Ellsworth Street #2  
Bridgeport, CT 06605

Cease-Fire Resolution.

Mr. Sulzman was not in attendance at the meeting to speak.

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Hamza al Hameedi -  
935 East Main Street  
Bridgeport, CT 06608

Cease-Fire Resolution.

President Pro Tempore asked Mr. Hameedi to confirm his address as he is aware 1360 Noble Avenue is a gas station. He asked if that is a place where he lays his head at night.

Mr. Hameedi said he does have an address where he does lay his head at night in Bridgeport.

President Pro Tempore told Mr. Hameedi, he must be a resident of Bridgeport. He asked if Mr. Hameedi had residence in Bridgeport. Mr. Hameedi said yes, 935 East Main Street, Bridgeport, CT.

Council member Pereira commented, Driver licenses. Then asked President Pro Tempore why he wouldn't have listed that on the sign up form. President Pro Tempore replied he asked him for an address, he gave us a valid address so he is allowed to speak.

Mr. Hameedi greeted everyone with peace and blessings. He started off by taking a look around the room. He said at the end of the day we are all human, what makes us human is the free will to do what is right, what is wrong, our ability to show sympathy and understand the differences between each other. Mr. Hameedi shared as he spoke that a newlywed lost her husband in the bombing, many families being separated and without homes. He asked everyone to put their beliefs and opinions away to see it for what it is, put Palestine and Israel away for a moment. 2.2 million people are (inaudible) relentlessly. Basic human necessities and resources are being stripped. After this meeting we will go home and turn a blind eye. That is our privilege being taken away by these innocent people when nothing is being done. He asked how much more destruction must occur for us to do the right thing. He asked the city of Bridgeport to pave the way and be light in this dark world, allowing other towns to join in on the cause. Let us not history repeat itself and be on the wrong side.

Helen O. Losak -  
304 Bradley Street  
Bridgeport, CT 06610

Great Police Service - Thanking  
Bridgeport Police & Chief Porter for  
removing falling apart boat from  
Hickory Street.

Ms. Losak greeted the council and everyone in attendance. She shared that right before Christmas she made a call to the chief's office and spoke to a secretary regarding an abandoned boat in front of 63 Hickory Street that has been there for two years. She made the call at 9am and around 11am the same day, the boat was removed by the Bridgeport police department. Regardless of Council member Pereira's pig and piglet opinions, she believes Bridgeport has an outstanding chief and police department. She continued to share that the chief has helped her during funeral services for her brother, Sargent John A. Losak. Ms. Losak shared that Council member Pereira was living on Bradley Street for a short period of time and would call the area the hood and ghetto east. She shared that the 138th district is a culturally diverse district with many cultures; she asked Periera to stop using such language and she said her

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response was she has a right to express her opinions. Ms. Losak added she teaches preschool and kindergarten in Stratford and the kids love a particular rhyme. " Mirror Mirror, on the way, who is the fairest of them all, the mirror says certainly not Maria Periera. If not Maria Periera then who mirror? Mayor Joseph Ganim".

President Pro Tempore, Mr. Newton reminded the public speakers not to mention anyones name and to keep comments to their regarding topic.

Jason Coombs -  
BICC  
703 State Street  
Bridgeport, CT 06604

Ceasefire Resolution.

Mr. Coombs was not in attendance at the meeting to speak.

Dr. Khaled Elleithy, President -  
BICC  
703 State Street  
Bridgeport, CT 06604

Ceasefire Resolution.

Dr. Elliethy came forward and read into the record:

Dear Mayor Joseph P. Ganim and Council Members,

My name is Khaled Elleithy. I am the President of the Bridgeport Islamic Community Center located at 703 State Street. As The largest Islamic Center in Fairfield County serving the Bridgeport community, we are proud of the City Council adopting a ceasefire resolution to be the first City in Connecticut. Bridgeport is leading the way in Connecticut for other cities, including New Haven and Windsor, discussing similar resolutions tonight as we speak now. With the understanding that the City Council has no power to enforce such a resolution or investigate any claims of wrongdoing, it remains a historic statement by the City Council. It is a call for peace. Just a call for peace. Nevertheless, some cannot digest a call for peace. They have the wrong address if they want a statement to criminalize one party or another. The International Court of Justice address is in the Netherlands, Europe, not Bridgeport, Connecticut. The court can make such rulings and demand parties to take certain actions. I want to express our community's deep concern and disappointment with Councilwoman Maria Pereira's recent racist remarks in her letter to colleagues and the mayor. Such behavior is not an exemplary quality of an elected official, especially one entrusted with representing the diverse community of Bridgeport. It is disheartening to witness an elected representative rejecting a democratic process and resorting to disruptive language. Considering these circumstances, we respectfully request Councilwoman Maria Pereira's immediate resignation or, if deemed appropriate by the council, a decisive action to expel her from her position. At a minimum, we urge the council to censure Maria Pereira formally. It is crucial for the integrity of our local government and the well-being of our community that swift and decisive measures are taken to address this issue. We trust that the council will carefully consider this matter and take the necessary steps to uphold the values

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of fairness, respect, and unity that our community deserves. We appreciate your attention to this urgent matter and await a swift resolution. Thank you for your time and commitment to the well-being of the City of Bridgeport. We are proud of the City Council.

Pastor Anthony Bennett -  
Mount Avery Baptist Church  
45 East Eaton Street  
Bridgeport, CT 06604

Cease-Fire Resolution.

Pastor Bennett came forward and read into the record:

Good Evening, my name is Anthony Bennett, I live at 45 East Eaton Street, and for the past thirty years, I have been honored to serve as pastor of the Mount Avery Baptist Church here in Bridgeport! I stand tonight to thank you for adopting by majority vote a resolution calling for Immediate Ceasefire in the Israel / Hamas war. I know you heard strong views for and against the resolution. I also participated in some of the informal discussion about the language of this resolution with a few of my Jewish and Islamic colleagues who serve within the Bridgeport community. I know some language was taken out that some wanted to stay in, and others desired language to be added that did not make it into the adopted resolution. I have learned over my three decades of ministry of the interconnectedness of what happens in urban, suburban, and rural areas across Connecticut as well as urban and rural areas around the world. There are certainly nuances in each location, yet there is also the common yearning for freedom, protection and access to what would bring public safety and security. I agree with my clergy colleague James Woodall's post that declared: "Just as violence against Israeli civilians on Oct 7 was unacceptable to us, so is the ongoing violence against Palestinian civilians in Gaza and the West Bank." The Families of these victims as well as the nearly 2 million of displaced people also need access to adequate food, shelter, medical attention, and safety. Ultimately, the greater consensus of history reminds us that long term justice and peace will ultimately come through political negotiation and not disproportionate military retaliation. Therefore, I join those who are encouraging you to stand your ground on this resolution that calls for: Immediate Ceasefire, Comprehensive Humanitarian Aid, and the return of all Hostages in exchange for the remaining previously negotiated Palestinian political prisoners. I do understand my 3 minutes will not afford me the opportunity to share the historic conflict created by the Israeli occupation. I vividly remember visiting Palestine/ Israel in 2018 with a delegation of Christians, Jews, and Muslims, which was a life changing experience where I saw firsthand the impact of Israeli occupation in the Palestinian land. Both Israeli life and Palestinian life matters in our faith traditions and yet many would suggest through their silence that more than 27,000 deaths in Gaza including 10,000 children are just the collateral damage of war with Israel and that the saving of Israeli life his worth the collateral damage of death and displacement of thousands and millions of innocent lives in Gaza. I say that ought not be true. A Ceasefire can give ALL those who have the very difficult task of negotiating, pathways to peace and justice, for both the Palestinians as well as the Israelis, to be achieved.

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Sarah Ibrahim -  
88 Harbor Avenue  
Bridgeport, CT 06605

Ceasefire Resolution.

Ms. Ibrahim was not in attendance at the meeting to speak.

Maher Abokhzam -  
1300 Fairfield Avenue  
Bridgeport, CT 06605

Ceasefire Resolution.

Mr. Abokhzam was not in attendance at the meeting to speak.

Pro Tempore said due to four people being absent that were registered to speak, he will fill in those spots with people registered to speak for today's forum.

Debra Boles, President -  
Congregation Rodeph Sholom  
2385 Park Avenue  
Bridgeport, CT 06604

Ceasefire.

Ms. Boles introduced herself and stated her community published something in the newspaper that could have been missed out by some of the city of Bridgeport. It was a statement from all the synagogues, and orthodox reform conservatives, she had with her many copies to share. She wanted to thank the two council members that reached out to her to speak. When her congregation learned about the resolution 20-23 and read there was Jewish input, they knew nothing about it until they saw it on the CT post. They read that the Jewish voice of peace was involved, she has never heard of them. With research she learned they were anti-Israel, didn't represent the mainstream Jewish community; and according to the ADL, their ideas push for antisemitism. She shared that Hamas broke the ceasefire on October 7th and their intent is to get rid of Jewish people and culture. Her 22 year old nephew has a friend that went to a concert that resulted in him disappearing, she is sure his parents don't want a ceasefire until his return. She is not here to persuade anyone differently of the history in the Middle East. Ms. Losak closed off by saying the city council should not be weighing in on international affairs at all. She believes the resolutions should be rescinded to simply not weigh in on complex affairs outside of the city.

Carin Savel CEO -  
Jewish Federation of Eastern CT  
4200 Park Avenue  
Bridgeport, CT 06604

Ceasefire.

Ms. Savel introduced herself and commented she was glad the pastor didn't give them a history lesson but she gladly would. She asked if anyone knew the commonality of the following dates: 1947, 1993, 1995, 2000, 2005, 2007, 2009, and 2020. She explained they are all dates that real land for real peace was

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extended by Israel and every time it was rejected by the Arabians and Palestine leadership. She proceeds to ask what the next set of dates have in common: 1948, 1956, 1967, 1973, 1978, 1983, 1985, 1987, 2000, 2006, 2008, 2012, 2014, 2021 and October 7, 2023. She said they are all dates of war waged on Israel and attempt to wipe out the Jewish state. She shared she was in Washington D.C. to speak about the return on hostages and ending the war with members of congress. She closed off by saying those were the correct halls of congress where the ceasefire conversations should have taken place. This resolution submitted by the Bridgeport City Council will open up many discussions on different international affairs.

Briana Wahl -  
20 Amsterdam Avenue  
Bridgeport, CT 06606

Ceasefire.

Ms. Wahl came forward and read into the record:

Good Evening City Council,

I want to express my thanks for the passing of the non-binding cease-fire resolution. I applaud the brave individuals who spoke up and the city council members who voted in favor of passing the cease-fire resolution. Their commitment to humanity is commendable. Since October 7th, I've seen more death and destruction than I thought was possible every day on social media. The killing and kidnapping of civilians is inexcusable. It was wrong when Hamas did it and it is wrong when Israel does it en masse for the last 4 months and 75 years. We are witnessing a genocide of the Palestinians and there is nothing complicated about it and Israel is not acting in self-defense. Not according to international law and not according to a basic understanding of human rights. While I am grateful the resolution passed, the revised version of the resolution only preserves the status quo to avoid hurting feelings. By removing the historical context and important details like the number of Palestinians killed by Israel, the revised resolution seeks to maintain a pro-Israel stance rather than speaking the truth. But I do want to stress the importance of standing strong as a community in the decision to put forth this non-binding resolution. It is a gesture of peace and a stance with humanity and not against. Currently, I am dismayed at the actions of a City Council member proudly confessing to flipping off constituents from their chair and making racist comments calling people, and I quote, "Palestinian thugs" and "Hamas terrorists." Today I call on the City Council to enact Chapter 5 Section 5b of the City Council Municipal Code to remove this member from the council for making these abhorrent comments. We cannot be distracted by false claims of anti-Semitism for passing this resolution. Anti-Semitism must be identified and fought in every form, but calling for a cease-fire and criticizing the actions of the state of Israel are not anti-Semitic. The Palestinians are experiencing an ethnic cleansing with the highest rate of civilian slaughter in the 21st century. For 121 days the state of Israel has killed thousands of civilians and today millions of people are at risk of starving to death. For a high-level written assessment of Israel's occupation and the need for Palestinian liberation, I offer and recommend the work of Scholar-Activist Dr. Angela Davis, and reports from the United Nations and Human Rights Watch. Before I close, I want to provide one piece of data I've come across which I hope stresses the urgency in strengthening our collective solidarity with the people of Palestine: If you attended one funeral a day for each child killed by Israel in the last 121 days alone, you'd be attending a child's funeral every day for the next 27 years.

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Munsen Youusef -  
125 Kossuth Street  
Bridgeport, CT 06608

Ceasefire.

Mr. Youusef introduced himself as a 19 years old who grew up in Palestine. From 2014 to 2019 he was living in the West Bank and goes back almost every summer. Growing up he was exposed to things that he shouldn't have seen as a kid. He said the resolution was the only hope and act they had to support the cease fire, how many deaths need to be counted before the actual ceasefire would occur. As a young Palestinian man they are taught to stay quiet, let zionist do what they want in exchange to stay alive or fight back for their rights but suffer losing your life, being called a terrorist. Him being a Palestinian American in Bridgeport still suffers for standing up from the ethnic cleansing of his people by one of the council members, Maria Periera. He asked how is he supposed to feel safe when members of the city council have something against him because of his ethnicity. He wakes up everyday not knowing what is to come. Mr. Youusef closed off by saying enough of his people have died, the only hope was the resolution, and it should not be taken away.

### **ADJOURNMENT**

Council President Pro Tempore Newton closed the public session at 7:20 p.m.

Respectfully submitted,

Vianca Rivera

Telesco Secretarial Services

**CITY OF BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**MONDAY, FEBRUARY 5, 2024**

**7:00 PM**

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

**Bridgeport, Connecticut**

**CALL TO ORDER**

Council President Pro Tempore Newton called the meeting to order at 7:29 p.m.

**PRAYER**

Council President Pro Tempore Newton asked council member McBride-Lee to lead them in prayer.

**PLEDGE OF ALLEGIANCE**

Council President Pro Tempore Newton asked council member Martinez to lead them in the pledge of allegiance.

**ROLL CALL**

The City Clerk, Lydia Martinez called the roll.

130<sup>th</sup> District: Scott Burns, Matthew McCarthy  
131<sup>st</sup> District: Jorge Cruz  
132<sup>nd</sup> District: Dasha Spell, Rolanda Smith  
133<sup>rd</sup> District: Aikeem Boyd, Jeanette Herron  
135<sup>th</sup> District: Mary McBride-Lee, Richard Ortiz  
136<sup>th</sup> District: Frederick Hodges  
138<sup>th</sup> District: Maria Pereira, Jazmarie Melendez  
139<sup>th</sup> District: Eneida Martinez, Ernest Newton

A quorum was present.

Council President Pro Tempore acknowledged the newly appointed city attorney. He added it is a great joy to recognize her and they couldn't choose a better month to do. He asked everyone to welcome the new city attorney, Tyisha Toms.

**City Council Citation: In Recognition of AnnMarie Strang, helping in Building a Vibrant Bridgeport Business Community for 35 years as AnnMarie's Hair on Madison.**

Council member Periera asked if they were going to do the recognition for AnnMarie. Council President Pro Tempore, Ernest E. Newton replied the item was removed due to her not being in attendance.

**MOMENT OF SILENCE**

Council member Herron asked for a moment of silence for the mother and two school aged children from Bridgeport that passed away on Route 8.

Council member Spell requested a moment of silence for Bernard Loften, a 40+ year city of Bridgeport employee who recently passed away. He was a community advocate and loved the children. Pro Tempore added he grew up with Mr. Loften and they lost a great individual who was strictly about the kids. He is sure the city of Bridgeport and Bassick community have lost a champion for the children. Council member Periera added as a school board member, she really got to know Bernie. He was loved by students, parents and staff alike. This is a tragic loss for the city and Bassick community.

**MINUTES FOR APPROVAL:**

- December 4, 2023 & December 18, 2023

**\*\*COUNCIL MEMBER MARTINEZ MOTIONED TO APPROVE THE MINUTES OF DECEMBER 4, 2023 AND DECEMBER 18, 2023.**

**\*\*COUNCIL MEMBER HERRON SECONDED THE MOTION.**

**\*\*THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, CRUZ, MACK, SPELL, SMITH, BOYD, HERRON, MCBRIDE-LEE ORTIZ, HODGES, PEREIRA, MELENDEZ, NEWTON, AND MARTINEZ) AND ONE (1) ABSTAINED (MCCARTHY).**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 31-23** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Economic and Community Development Urban Act Grant Program – Total Mortgage Arena Renovations (#24321), referred to the Economic and Community Development and Environment Committee.

**\*\*COUNCIL MEMBER MARTINEZ MOTIONED TO WITHDRAW ITEM 31-23 DUE TO A LETTER OF WITHDRAW FROM OPED BEING SUBMITTED TO THE CITY CLERK WITH THE STATED REASON THAT THE COUNCIL HAS ALREADY GIVEN AUTHORITY TO ACCEPT THE 15 MILLION IN BONDING FOR THE ARENA.**

**\*\*COUNCIL MEMBER HERRON SECONDED THE MOTION.**

Council member Burns asked why would they be withdrawing this as they normally act to accept grants. Mr. Gaudett replied as this was part of the arena settlement, two years ago the city attorney's office said that the council had already given authority to accept the grant and in fact, the state has already given the city the money. OPED was trying to be proactive in submitting this resolution and then realized they already had the authority to accept the grant.

- 32-23** Communication from Housing and Community Development re: Proposed Resolution regarding the approval of the 2024-2025 Citizens Union Committee, referred to Miscellaneous Matters Committee.

**\*\*COUNCIL MEMBER MARTINEZ MOTIONED TO SUSPEND THE COUNCIL RULES FOR THE PURPOSE OF ADOPTING ITEM 32-23 BY IMMEDIATE CONSIDERATION BECAUSE THE LAST COUNCIL MEETING WAS CANCELED, IT IS IMPORTANT THAT THEY CREATE THE CITIZENS UNION IMMEDIATELY SO THEY CAN RECEIVE THEIR TRAINING AND START THEIR WORK FOR THE YEAR.**

**\*\*COUNCIL MEMBER HERRON SECONDED THE MOTION.**

**\*\*COUNCIL MEMBER MARTINEZ MOTIONED TO AMEND ITEM 32-23 TO REPLACE AIDEE NIEVES CITIZENS UNION NOMINATION FOR THE DISTRICT 137TH DISTRICT TO ORLANDO STRONG.**

**\*\*SECONDED BY COUNCIL MEMBER MCCARTHY.**

Council member Pereira said she assumed this was going to committee, allowing her more time.

**\*\*COUNCIL MEMBER PEREIRA MOTIONED TO AMEND THE AMENDMENT AND ADD JESSICA ORTIZ FOR THE 138TH DISTRICT REPRESENTATIVE, LOCATED AT 32 EMERALD STREET BRIDGEPORT, CT 06610.**



**\*\*SECONDED BY COUNCIL MEMBER MACARTHY.**

**\*\*COUNCIL MEMBER MCBRIDE-LEE MOTIONED TO AMEND THE AMENDMENT AND ADD KELLY MCGEE FOR THE 135TH DISTRICT REPRESENTATIVE.**

Council member McBride-lee stated she will bring forward the information for her nominee.

**\*\*COUNCIL MEMBER BURNS MOTIONED TO AMEND THE AMENDMENTS TO REMOVE EVE PARSON AND REPLACE THE NOMINEE WITH DONNA PALMER.**

Council member Burns stated he will submit the required information needed.

**\*\*COUNCIL MEMBER MARTINEZ MOTIONED TO APPROVE ITEM 32-23 AS AMENDED.**

**\*\*SECONDED BY COUNCIL MEMBER BURNS.**

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

- 33-23** Communication from Mayor re: Appointment of Jennifer Rocha (D) to the Commission for People with Disabilities, referred to the Miscellaneous Matters Committee.
- 34-23** Communication from Mayor re: Appointment of Linda Lubin (D) to the Commission for People with Disabilities, referred to the Miscellaneous Matters Committee.
- 35-23** Communication from Mayor re: Appointment of Ali Akbar (U) to the Planning and Zoning Commission, referred to Miscellaneous Matters Committee.
- 36-23** Communication from Mayor re: Appointment of Ada Gloria Hernandez (D) to the Fair Rent Commission, referred to Miscellaneous Matters Committee.
- 37-23** Communication from Mayor re: Appointment of John Stevens (U) to the Harbor Commission, referred to Miscellaneous Matters Committee.
- 38-23** Communication from City Attorney re: Proposed Lease Agreement/Eminent Domain regarding the Parking Lot located at 405-435 Congress Street for the Police Department, referred to the Contracts Committee.

**39-23** Communication from Mayor re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 3.16 – Property Taxes, amend Article II – Real Property Tax Relief for Senior Citizens, Section(s) 3.16.110 – Real Property Tax Relief and Maximum & 3.16.120 – Application for Real Property Tax Relief, referred to Ordinance Committee.

**\*\*COUNCIL MEMBER MARTINEZ MOTIONED TO CONSOLIDATE COMMUNICATION TO BE REFERRED TO COMMITTEES (ITEMS 33-23, 34-23, 35-23, 36-23, 37-23, 38-23, AND 39-23) AS ONE VOTE.**

**\*\*SECONDED BY COUNCIL MEMBER MCCARTHY.**

**\*\*THE MOTION WAS PASSED UNANIMOUSLY**

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

**40-23** Resolution presented by Council President Nieves and Co-sponsor(s): Burns & Newton re: Proposed Resolution concerning the Initiation of a Charter Revision Process for the City of Bridgeport, referred to the Ordinance Committee.

**\*\*COUNCIL MEMBER MARTINEZ MOTIONED TO APPROVE ITEM 40-23 TO BE REFERRED.**

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

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

Council President Pro Tempore said he will put the items for immediate consideration to the side for a moment to complete the rest of the business, which is noncontroversial.

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

**\*\*COUNCIL MEMBER BURNS MOTIONED TO REMOVE ITEM 03-23 OFF OF THE CONSENT CALENDAR.**

**\*\*COUNCIL MEMBER PEREIRA MOTIONED TO REMOVE ITEM 29-23 AND ITEM 30-23 OFF OF THE CONSENT CALENDAR.**

**\*\*COUNCIL MEMBER MARTINEZ MOTIONED TO CONSOLIDATE MATTERS TO BE ACTED UPON (CONSENT CALENDAR) (ITEMS 09-23, 05-23, 07-23, 14-23, 15-23, AND 22-23) AS ONE VOTE.**

**\*\*COUNCIL MEMBER HERRON SECONDED THE MOTION.**

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

- \*29-23** Contracts Committee Report re: Agreement with The Connecticut Laborers' District Council for the Bridgeport Public Employees Union Local 665 (LIUNA) regarding their Bargaining Unit Contract from July 1, 2022 through June 30, 2026.

**\*\*COUNCIL MEMBER HERRON MOTIONED TO APPROVE ITEM 29-23.**

**\*\* COUNCIL MEMBER MARTINEZ SECONDED THE MOTION.**

**\*\*THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, SPELL, SMITH, BOYD, HERRON, MCBRIDE-LEE, ORTIZ, HODGES, PEREIRA, MELENDEZ, NEWTON, AND MARTINEZ) AND ONE (1) OPPOSED (PEREIRA).**

- \*30-23** Contracts Committee Report re: Professional Services Agreement with Griffin & Strong P.C. regarding the creation of a New Disparity Study for the City.

**\*\*COUNCIL MEMBER HERRON MOTIONED TO APPROVE ITEM 30-23.**

**\*\* COUNCIL MEMBER MARTINEZ SECONDED THE MOTION.**

Council member Pereira said that she believes the cost is a little excessive. A cost of over \$300 thousand dollars for a disparity study seems excessive and for that she is opposed to it, as it seems exorbitant. She feel like the taxpayers are at a max and they should not spend taxpayer dollars for a disparity study.

**\*\*THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, SPELL, SMITH, BOYD, HERRON, MCBRIDE-LEE ORTIZ, HODGES, PEREIRA, MELENDEZ, NEWTON, AND MARTINEZ) AND ONE (1) OPPOSED (PEREIRA).**

- \*09-23** Miscellaneous Matters Committee Report re: Professional Services Agreement with Griffin & Strong P.C. Regarding the creation of a New Disparity Study for the City.

- \*03-23** Economic and Community Development and Environment Committee Report re: Grant Submission: United States Department of Transportation (US DOT) Reconnecting Communities and Neighborhoods – Congress Street Bridge Capital Construction (#24663).

**\*\*COUNCIL MEMBER BOYD MOTIONED TO APPROVE ITEM 03-23.**

**\*\* COUNCIL MEMBER HERRON SECONDED THE MOTION.**

Council member Burns said this is an application for the funding of the Congress Street Bridge, he wanted to highlight this project is going on in its second decade and if they are going to act like they are spending money on it then they should do it expeditiously. In this case they are

asking for over 20 millions of federal funds, if they are going to do something then they need to do it completely. Council Member Burns closed by saying he will be voting in favor.

Council member Pereira asked Council member Burns about his remarks, what made him say those remarks and what caused him concern. Council member Burns replied the city has been talking about fixing the bridge for years. There has been publicity about it, funds set aside, and looking at the vacant there. When they get the fund, they should make it a priority within administration to make sure it gets done.

Council member Pereira asked if this was a competitive or automatic grant. Council member Burns replied it is a competitive grant.

President Pro Tempore reminded the council that COVID has a lot to do with prices going up and things changing. Some things are just out of their control, there were also issues with developers that were (inaudible).

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

- \*05-23** Economic and Community Development and Environment Committee Report re: Grant Submission: Environmental Protection Agency (EPA) Environmental Justice Government-to-Government Program (#24574).
- \*07-23** Economic and Community Development and Environment Committee Report re: Grant Submission: United States Department of Transportation (US DOT) Reconnecting Communities and Neighborhoods – Route 8 Decking Community Planning (#24893).
- \*14-23** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Children and Families – Youth Services Bureau (#24532).
- \*15-23** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant (#24540).
- \*22-23** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Public Health FY24 Per Capita Funding Allocation (#24220).

**MATTERS TO BE ACTED UPON:**

- 04-23** Economic and Community Development and Environment Committee Report re: Grant Submission: Connecticut Department of Economic and Community Development Office of Brownfield Remediation and Development – Municipal Grant Program (#24409), **WITHDRAWAL.**

**\*\*COUNCIL MEMBER MARTINEZ MOTIONED TO APPROVE THE ITEM OF 04-23 FOR WITHDRAW.**

**\*\*COUNCIL MEMBER ORTIZ SECONDED THE MOTION.**

Council member Pereira asked in terms of the withdrawal, she's not sure who introduced the resolution. She assumed it was the Economic development department and their rules require them to submit a letter of withdrawal. Council member Periera asked to know when it was done.

Assistant City clerk, Ms. Ortiz replied it was submitted at the committee level for withdrawal and now it is at the council level for approval.

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

- 13-23** Economic and Community Development and Environment Committee Report re: Grant Submission: Connecticut Department of Economic and Community Development – Community Investment Fund 2030 Grant Program Round 4 (#24435, #24439 & #24441).

**\*\*COUNCIL MEMBER MARTINEZ MOTIONED TO APPROVE ITEM 13-23.**

**\*\*COUNCIL MEMBER CRUZ SECONDED THE MOTION.**

Council member Burns had a question that came up during the committee meeting. He saw that the item on the agenda cites three community investment funds on the application and during the committee meeting they were told only one was going forward. He asked for some clarity on whether they would be voting for all three or just one, which should be #2441.

President Pro Tempore, Newton asked if the committee chair or anyone from the community development committee could speak on the item.

Mr. Gaudett replied it is really irrelevant because only one was submitted before the deadline. Only the Stratford Avenue project in cooperation with the town of Stratford has been submitted.

**\*\*COUNCIL MEMBER BURNS MOTIONED TO REMOVE #24435 AND #24439 FROM ITEM 13-23 SINCE THEY WERE NOT APPROVED.**

**\*\*COUNCIL MEMBER MARTINEZ SECONDED THE MOTION.**

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

**\*\*COUNCIL MEMBER MARTINEZ MOTIONED TO APPROVE ITEM 13-23 AS AMENDED.**

**\*\*COUNCIL MEMBER MCBRIDE-LEE SECONDED THE MOTION.**

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

**01-23** Contracts Committee Report re: Lease Agreement with Aquarion Water Company of Connecticut regarding Vacant Land at the Fairchild-Wheeler Golf Course for the purpose of Installing a Water Pump Station along with any related Infrastructure or Appurtenances to the Facility.

**\*\*COUNCIL MEMBER HERRON MOTIONED TO TABLE ITEM 01-23 TO ORDER A PUBLIC HEARING BEFORE THE CITY COUNCIL ON TUESDAY, FEBRUARY 20TH, 2024 AT 7PM.**

**\*\*COUNCIL MEMBER MARTINEZ SECONDED THE MOTION.**

Council member Periera said the item 01-23 is to approve the lease, she is not sure why the public hearing wasn't placed on the agenda. She knows she requested for the public hearing to be added to the agenda and is not sure why it wasn't there but if they are going to order a public hearing then it should be added to the agenda by  $\frac{2}{3}$  vote. She said what is on the agenda is about approving the lease.

City Attorney, Mr. Anastasi said what is on the agenda is the contracts committee report and listed item, he is not sure if it is any different when an item is referred to committee, if it was mattered before committee and it votes to recommend it back to the council and before they do it, they also take a vote to schedule a public hearing. The public hearing would not be a separate item, the matter is already on the agenda for action.

President Pro Tempore, Newton said they will be taking the opinion of the city attorney and rule this as is.

**\*\*THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, SPELL, SMITH, BOYD, HERRON, MCBRIDE-LEE ORTIZ, HODGES, PEREIRA, MELENDEZ, NEWTON, AND MARTINEZ) AND ONE (1) OPPOSED (PEREIRA).**

**\*\*COUNCIL MEMBER HERRON MOTIONED TO TABLE ITEM 01-23 TO THE NEXT COUNCIL MEETING DUE TO THE 15 DAY WAITING PERIOD FOR PUBLIC HEARING.**

**\*\*COUNCIL MEMBER MARTINEZ SECONDED THE MOTION.**

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

**ITEMS FOR IMMEDIATE CONSIDERATION:**

**OFF THE FLOOR**

**27-23** Proposed Resolution Authorizing a Tax PILOT Agreement ("PILOT") with the Bridgeport Housing Authority d/b/a Park City Communities ("PCC") to Facilitate the Substantial Renovation of the Harborview Apartments, Which Provide Housing to Elderly and Disabled Residents, located at 376 East Washington Avenue.

**\*\* COUNCIL MEMBER BURNS MOTIONED TO SUSPEND THE COUNCIL RULES TO ADOPT ITEM 27-23 INTO THE AGENDA.**

**\*\*COUNCIL MEMBER MARTINEZ SECONDED THE MOTION.**

Council member Pereira asked why is it being added into the agenda, why can't it wait until the next council meeting. They didn't get any advance notice that it will be added by  $\frac{2}{3}$  vote into the agenda and she doesn't have the documents, so why can't it just wait. They just voted on it at 5 o'clock.

President Pro Tempore said it is time sensitive.

Council member Pereira wanted to reiterate that if they had advance notice on the item then they would know to bring their documents to review and be prepared. Without any advance notice of the item being added to the agenda by  $\frac{2}{3}$  vote, why would she even vote in favor.

Council member Martinez added on January 17th, 2023 the economic development committee along with the general council recessed to reconvene today on February 5th at 5pm to have a discussion on the matter regarding the questions the committee members had at hand. With the satisfied answers by the CEO of PCC they received today, the committee decided to vote it forward.

**\*\*THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, SPELL, SMITH, BOYD, HERRON, MCBRIDE-LEE ORTIZ, HODGES, PEREIRA, MELENDEZ, NEWTON, AND MARTINEZ) AND ONE (1) OPPOSED (PEREIRA).**

**\*\*COUNCIL MEMBER HERRON MOTIONED TO APPROVE THE ADOPTED ITEM OF 27-23.**

**\*\*COUNCIL MEMBER MARTINEZ SECONDED THE MOTION.**

Council member Periera had a question, she did read over the documents briefly but doesn't understand how a housing authority property that is tax exempt is entitled to a tax break.

Council member Burns replied it would not be proper to call it a tax payment, it is a pilot so it is a payment in lieu of tax, which is 10% of the shelter revenue. A formula derived from which they get a portion of the revenue to the city as the agreement. The housing authority does not pay tax so no tax can be evaded but they do make a payment in lieu of taxes, such as they do with other properties in the city.

**\*\*THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, SPELL, SMITH, BOYD, HERRON, MCBRIDE-LEE ORTIZ, HODGES, PEREIRA, MELENDEZ, NEWTON, AND MARTINEZ) AND ONE (1) OPPOSED (PEREIRA).**

**41-23** Resolution presented by Council President Nieves and Co-sponsor(s): Newton, Vizzo-Paniccia, Herron, Smith, Cruz & Ortiz re: Proposed Resolution to Censure Councilwoman Maria H. Pereira, **FOR IMMEDIATE CONSIDERATION.**

**\*\*COUNCIL MEMBER HERRON MOTIONED TO ACT UPON ITEM 41-23 FOR IMMEDIATE CONSIDERATION DUE TO COUNCIL MEMBER PEREIRA BEHAVIOR DISPLAYED AT THE CITY COUNCIL MEETING ON JANUARY 2ND AND CONDUCT THAT IS INCOMPATIBLE WITH PROPER QUORUM FOR AN ELECTED OFFICIAL.**

**\*\*COUNCIL MEMBER ORTIZ SECONDED THE MOTION.**

Council member Periera asked President Pro Tempore to maintain the order and stop disruptions from the audience. She wanted to share on record that her central resolution was turned into the city clerk and stamped in before item 41-23, she would like to know why it is placed before hers.

Assistant City Clerk, Ms. Ortiz replied as items come in, it depends on which clerk processes their committee items first and logs their items in accordingly. The clerk who was responsible for processing the first item logged it in after, there are a lot of items to be logged and they don't pick and choose which item will go first or second. The time stamp doesn't determine how items are placed on the agenda and how they are processed. The time stamp is only to show when the items are received and for agenda deadline purposes only. The item was logged in after and it was not intentional at all.

Council member Maria Pereira responded that she sent it hours earlier and it was stamped hours earlier, she doesn't understand how two central resolutions were submitted and hers is second instead of first. She added she is just putting this on the record.

President Pro Tempore said to clarify it is up to the chair, under Robert's Rules, on recognizing a point of order so that's what takes precedence. In the rule book it says, it is up to the chair to recognize.



**\*\*THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, SPELL, SMITH, BOYD, HERRON, MCBRIDE-LEE, ORTIZ, HODGES, PEREIRA, MELENDEZ, NEWTON, AND MARTINEZ) AND ONE (1) OPPOSED (PEREIRA).**

**\*\*COUNCIL MEMBER HERRON MOTIONED TO APPROVE THE ITEM 41-23.**

**\*\*COUNCIL MEMBER ORTIZ SECONDED THE MOTION.**

Council member Herron read the resolution for item 41-23 onto the record:

WHEREAS, Council Member Maria Pereira at and following the January 2, 2024, City Council meeting displayed behavior and conduct that was incompatible with proper decorum from an elected City Official.

WHEREAS, during the January 2nd City Council meeting City Council Member Pereira (by her own admission) stuck up her middle finger at constituents from her chair in the City Council chamber. This public display of disrespect is totally unacceptable behavior and was particularly egregious for having occurred at a meeting in which the City Council was working to adopt a non-binding resolution designed to help encourage a ceasefire between Israel and Hamas in the ongoing war in Gaza and to promote unity and peace in the Mideast and locally, particularly between the Jewish and Muslim residents.

WHEREAS, by any reasonable measure, it is clear that City Council Member Pereira's actions and comments on January 2nd were deplorable and undermined the City Council's common purpose and created a divisive atmosphere.

WHEREAS, by subsequent email of January 3rd to the City Council President and to a top-ranking member of the Mayor's staff, City Council Member Pereira included references to Muslim members of our community who attended the City Council meeting as a "mob" and "thugs." She even referred to one of the constituents who attended the City Council meeting as a "possible Hamas terrorist." This kind of racial profiling and derogatory comments towards a specific racial group has no place in our politics and civil discourse.

WHEREAS, by such subsequent email, City Council Member Pereira brought further disrepute to the City Council by virtue of her unprofessional and disrespectful statements concerning various named City employees.

WHEREAS, specifically in her email City Council Member Pereira referred to Bridgeport's Chief of Police as "Porter the Pig" and his officers as "piglets." Such inflammatory language not only disrespects the dedicated men and women who serve our community, but also puts their safety at risk. The use of derogatory terms like these is completely unacceptable, goes against the values of unity and collaboration that our city stands for, and undermines public confidence in, and support for, our men and women in Blue, on whom as Connecticut's most populous urban areas we depend on for public safety and security, particularly in our post George Floyd / Black Lives Matter environment.

WHEREAS, City Council Member Pereira's comments not only lacked the empathy that is expected from public officials but also demonstrated a disregard for the lives of those who selflessly protect our community, since elected representatives should lead by example,

promoting civil discourse and respectful engagement, rather than resorting to offensive language that further divides our community.

WHEREAS, in addition City Council Member Pereira in her email made grossly inappropriate comments about mental and physical characteristics of certain named City employees, referring to one as dimwit and mocking another's weight.

WHEREAS, City Council Member Pereira's behavior exhibited insensitivity to our Muslim community's efforts to encourage a ceasefire to the war in Gaza and disrespect to our Muslim residents during the emotional devastation occasioned by the ongoing Mideast violence.

WHEREAS, considering City Council Member Pereira's recent actions, on January 4, 2024, the City Council Leadership condemned her derogatory remarks and called for her immediate resignation from her City Council office.

WHEREAS, while City Council Member Pereira has expressed concerns as to the authority of the City Council to adopt a non-binding resolution regarding a matter beyond its direct local legislative jurisdiction, but of immense international concern on which the City Council as a body chose to express a sense of the body - her objections to the procedural process employed by the City Council are certainly no excuse or justification for her outrageously inappropriate behavior.

WHEREAS, Bridgeport City Charter, Chapter 5, 85 (b) provides:

"The city council may determine its rules of proceeding in conformity to the general principles of parliamentary law, may punish members for disorderly behavior, and, after notice and hearing, may, by a two-thirds vote of all council members, expel a member for due cause. Aquorum shall consist of eleven

council members. At the request of any council member, the vote upon any question shall be taken by roll call vote."

WHEREAS, City Council Rules of Order, Rule XXVI: Conduct ni City Council provides:

"In speaking, City Council members shall refrain from mentioning any other member by name, shall confine themselves to the question, shall be courteous and not use unbecoming, abusive, or unparliamentary language, and shall avoid personalities.

Any member who, ni debate or otherwise, indulges in personalities or makes charges reflecting upon the character of another member, shall make an apology in open session at the meeting at which offense is committed, or at the next succeeding regular meeting, and, failing to do so, shall be named by the President or held in contempt, and suspended from further participation in debate until said apology is made."

WHEREAS, City Council Member Maria Pereira at the January 16 City Council meeting will be provided an opportunity to issue an appropriate apology at the City Council Meeting on January 16, 2024, and that she has declined and failed to do so.

WHEREAS, City Council Member Pereira at the January 16" City Council meeting will be provided with an opportunity prior to vote upon this resolution to be heard as to why such resolution ought not be adopted.

NOW THEREFORE BE TI RESOLVED THAT: The City Council of the City of Bridgeport for the reasons stated herein, officially hereby condemns and as a body disavows City Council Member Pereira's recent improper behavior at the January 2, 2024, City Council meeting and her post-meeting email derogatory comments, as not being representative of the values, decency and commitment to civil discourse that we hold dear.

City of Bridgeport  
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BE IT FURTHER RESOLVED THAT: City Council Member Pereira is hereby held in contempt, and suspended from further participation in debate until said apology is made. She will remain eligible to vote on matters before the City Council and to make and to second motions at Council meetings. However, until such time as she apologizes, she will not be eligible to engage in substantive or procedural debate concerning matters pending before the Council.

BE IT FURTHER RESOLVED THAT: Council Member Pereira is hereby called upon to resign from her office immediately for the best interests of the City's Legislative body as a whole and the public it serves.

**\*\*COUNCIL MEMBER MARTINEZ AMENDED THE DATES ON THE RESOLUTION FROM JANUARY 16TH, 2024 TO FEBRUARY 5TH, 2024.**

**\*\*COUNCIL MEMBER HERRON SECONDED THE MOTION.**

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

Council member Periera read her response to the resolution for item 41-23 onto the record:

Do you know how Bridgeporters can set their personal calendars to vote in an upcoming election? It's simple, the Mayor, his administration, to include his high-level appointees who also serve as his top-level campaign operatives, and those entrenched in the corrupt democratic machine will concoct negative, slanderous allegations about me just days before voters go to the polls? We have another court ordered election in 22 days, correct? Isn't the pattern here obvious?

Let me state that a number of my constituents wanted to be present this evening, however I requested they not attend out of concern for their safety as I warned them they would likely be harassed & bullied in the same manner I & the Honorable Judge Lopez were at the January 2nd meeting by those in attendance who were in favor of the Ceasefire Resolution. I have also communicated with those opposed to the Ceasefire Resolution who have watched videos of our last meeting on social media and were appalled by the conduct of those in attendance who were in support of the Ceasefire Resolution and further expressed they were concerned for their own safety should they attend tonight, and wanted to know if there would be a police presence this evening. No one should ever be concerned for their personal safety for simply attending a public meeting to express their perspective or point of view. Not the Honorable Carmen Lopez, one of the most respected members of the Bridgeport Community, nor anyone else. Although the Honorable Judge Lopez was contacted by a number of concerned citizens within and outside of Bridgeport to express concern for her well-being, not one member of the Council "Leadership" nor Mayor Ganim's administration contacted the Honorable Carmen Lopez to do the same.

In order for any organization or branch of government to effectively "censure" any of its members, it must be held in high esteem and be well-respected. Neither applies to the City Council. In my 14 years of public service, I cannot think of a single instance when a Bridgeport resident praised this body for its effectiveness, ethics, leadership, vision, independence, critical thinking skills, intelligence in debate or otherwise. In fact, it is the complete opposite. The Council is the co-equal branch of government which has a duty and responsibility to serve as the checks & balances on the Mayor and their administration, however over the last 4 years that I have served on the City Council, I am the only member that has BELOW a 96% rating in voting in favor of proposals put forth by this Mayor. In fact, there are members of this Council who have a 100% voting record with this Mayor. I do not fall into either category.

When those with political power use that power to attack their political opponents, including the utilization of taxpayer funded agencies, we are on a trajectory moving away from democracy, towards tyranny and a dictatorship. That has clearly occurred in my case and will be addressed with the appropriate state, federal and judicial authorities. I recognize I am in a marathon and not a sprint and must proceed strategically and with a plan.

City of Bridgeport  
City Council  
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The U.S. Congress has existed for 239 years with only 28 U.S. Representatives and 16 U.S. Senators being censured with no one ever being censured more than once, yet this is now the third time this "esteemed" body is attempting to censure me in a 4 year period when there has been no attempt to censure any other member of this body although there has certainly been offenses committed by council members that require a censure under our City Council Rules which have not been addressed including at the September 18, 2023, Regular Council Meeting where the senior councilwoman from the 135th district stood on this floor, pointed directly at me and stated I broke into a 91 year old woman's house with dementia and stole her ballot. It was all captured on public access television and my attorney has it on a flashdrive. Not only was this a flagrant violation of the City Council Rules, it was absolute slander and defamation that surely everyone here now knows was an absolute lie. Although the slander & defamation will be addressed in a court-of-law, I emailed the Council President and my then colleagues on Friday, September 22, 2023 making it clear that the offender needed to be censured at the next regular meeting on October 2, 2023. I never received a response from the Council President, and as of today, no attempt has been made to censure that individual. In addition, In June, the Council President & the senior councilman from the 136th district had a heated exchange during a Democratic Caucus where the Council President attacked the character of the councilman in front of his elementary aged daughter who ran out of the caucus room crying which caused both the senior councilwoman from the 132nd district and I to rush out of the caucus room to console her. Where was the censure for that "deplorable" conduct in front of a young child? And well after the City Council passed Resolution 05-20 on December 21, 2020 entitled, "Resolution approving the City Council President issuing her December 16, 2020 letter to the City Council Membership to provide clear and timely advance notice that henceforth improper, inappropriate, disruptive and/or disorderly behavior that violates the City Charter, Ordinances, Council's Rules of Order and/or any other governing legal authority will no longer be tolerated and will be subject to disciplinary action as appropriate," On June 3, 2021, the then councilwoman and now current councilwoman representing the 139th district sent me unprovoked & repeated emails utilizing her official city council email address with the entire city council on copy stating, "I am not screwing a 90 year old man to live to survive baby girl," "You have been arrested for being an arsonist and DCF took your kids," "None the less you are a RACIST PIG!", "Get off WELFARE...", "DON'T COME FOR ME BECAUSE I AM A PIT BULL WITH MY MOUTH," "What can you say about my BLACK PARTNER ERNEST NEWTON he used drugs, he went to jail for money fraud, but look where he is at and look where you area at," and much more. On June 4, 2021, I emailed the Council President regarding the use of official city emails for political purposes and specifically asked, "Will you be moving to censure?" she refused. I filed several police reports against both council members representing the 139th district and my attorney has them in their possession. Apparently, the use of the word "pig" in an official city council email copied to every councilmember wasn't offensive in June 2021, but somehow it is worthy of censure today in a private email sent to the Council President and Deputy Chief of Staff from my private email. Interesting. Let's not forget the significant violations of the City Council Public Speaking Rules where the Council President repeatedly allowed the then former councilwoman representing the 139th district to repeatedly address this Council in 2023 stating I was addicted to Opioid drugs, that DCF took my children, that I was an arsonist, and outrageously talked about my daughter jumping from "bed post to bed post." And although I repeatedly raised points of order for these repeated egregious violations of the City Council Rules, the Council President chose to time and time again, to ignore them. I have additional documented examples but I believe I have made my point. What is quite obvious is that I am being treated differently from the other members of this council who are all entrenched in the corrupt democratic machine. We will address that in a court-of-law.

Not only am I the only elected official in Bridgeport that serves as the vocal opposition to this Mayor, his policies and proposals. I am also the only tenured member of this Council who is not a city employee, does not have a family member serving as a city employee, am not a member of the Democratic Town Committee, has never sought or received the endorsement of the Democratic Town Committee, has never sought or received the endorsement of a minor political party, has never sought or received the endorsement of Independent Expenditure PAC, yet I have received the most votes citywide in City Council Democratic Primaries for 2019, 2021 & 2023 which is compelling evidence that my constituents respect, admire, support and consider me to be effective. In addition, I and/or candidates that I have delivered a substantial number of votes to, have now won 34 out of 38 times, and I have never supported a DTC endorsed candidate. Quite frankly, there is not one other person in

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Bridgeport who can lay claim to those same set of facts. I recognize that can be extremely frustrating to the Mayor, the DTC Chairs, as well as Deputy Chief of Staff Tommy Gaudett & Legislative Liaison Constance Vickers who jointly created a campaign consulting company where \$165,000 of Mayor Ganim's campaign funds has been funneled into without public disclosure of how those funds were spent, where substantial sums of money and campaign literature they created were repeatedly used to attack me. I get it, the entire corrupt establishment is beside themselves and may feel the urge to rip the hair or hair plugs out of their head because they cannot defeat me at the polls, including when their campaign operatives and former Councilwoman Samia Suliman commit substantial absentee ballot fraud in my district caught on the Mayor's own BPD video cameras. I recognize it is demoralizing, painful and upsetting that no matter what outrageous lies the corrupt democratic establishment perpetuates about me with the assistance of Chief Porter, the BPD, Jillian Baldwin and the Park City Communities Board, you simply cannot get me. I have already defeated the BPD in a court-of-law twice, and I assure you, I will do it a third time.

I have spoken with over 300 constituents on doors, messenger, phone and text and spoke with hundreds more during the Special Democratic Primary standing in front of JFK since I was falsely arrested on November 7th, and a private email I sent to the Council President and Mayor Ganim's Deputy Chief of Staff which according to the Council President, was released to the media by Deputy Chief of Staff Tommy Gaudett. I have only received one negative email from a constituent who was upset about my private remarks about Chief Porter and I immediately responded, but what my constituents have overwhelmingly made crystal clear is they are with me and they could not care less what Mayor Ganim and those entrenched with him have to say about me. In fact, where are ALL my constituents calling for my resignation or censure? However, what you don't seem to understand is your strategy is flawed as your constant attacks against me are absolutely backfiring, not fooling my constituents nor those who support me throughout the City and you are unwittingly making me a martyr. Even those associated with the corrupt democratic machine can see I am being attacked and persecuted because I am a vocal opponent of this Mayor, the democratic establishment, and of course, anyone who knows political math knows no one in this city has delivered more absentee ballot and in-person votes to John Gomes than I have. You do not expend this level of effort to attack and destroy someone who is not effective, therefore one can only conclude that I am a serious threat to the status quo and apparently quite effective.

Although I have received supportive messages from those as far away as Arizona for vocally opposing the Ceasefire Resolution, I want to state on the record here that the position I formed on this matter was from conducting my own research utilizing reputable news sources like Newsweek, the NY Times, etc., and it was that extensive reading that caused me to move from a Palestinian sympathizer who remains completely opposed to both the corrupt Israeli Prime Minister and the billions of U.S. tax dollars we provide to Israel annually, to standing in solidarity with Israel as of the horrific October 7th brutal Palestinian Hamas attack where 1200 Israeli and American civilians were brutally raped, tortured, mutilated, burned and murdered. The only opinion that matters to me is that of my constituents which solely reside in the 138th district. According to the United Nations Human Rights, there have been approximately 307,000 civilians killed in the war in Syria as of 2022. As of January, this year, the United Nations Human Rights has recorded 29,330 civilian deaths in Ukraine where schools, hospitals, civilian residences, utilities, etc. have been bombed by Russia in an unprovoked war. Where's the Mayor's and Council's Ceasefire Resolutions for all the civilian deaths in those war-torn countries?

I am requesting a roll call vote on the Censure but will be first addressing a significant amount of inaccuracies and allegations embedded in this poorly written resolution that you will not able to substantiate & prove in a court-of-law:

There is no specific City Charter, Ethics Ordinance, City Council Rule, or Resolution 05-20 provision "Regarding the "Disorderly, Abusive, Unparliamentary Behavior/Conduct by City Council Members" which included a legal opinion drafted by then City Attorney Chris Meyers passed by the City Council on December 21, 2020, noted in this censure resolution which I violated. Not one.

In whereas clause one, it states "at and following the January 2, 2024, I" displayed behavior and conduct that was incompatible with proper decorum from an elected City Official." That is patently false. Over three separate Regular City Council Meeting 26 pro-ceasefire speakers, many who are not Bridgeport residents, signed up to speak in favor of the Ceasefire Resolution. Not a single speaker was disrespected, bullied or harassed by ANY councilmember or member of the public. Only the final

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speaker who addressed the City Council on January 2, 2023 who is a revered member of this community who is a retired Judge and Attorney spoke in opposition to the resolution based on CT state law and the City Charter and stated that the resolution had several inaccuracies. Only Judge Lopez, Councilwoman AmyMarie Vizzo-Paniccia and I who spoke in opposition to the resolution were booed, hissed, bullied, and harassed by pro-ceasefire resolution attendees where both the Mayor & the City Council President failed to fulfill one of their most basic responsibilities as Chairs which is to protect the speaker and to maintain decorum. Where is the specific ordinance, including the ethics ordinance, city charter or city council rule that I specifically violated based on a gesture I made AFTER a council meeting had adjourned where I was being targeted and harassed, and a private email I sent to the Council President and Deputy Chief of Staff? I suggest you refer to former City Attorney Chris Meyer's Legal Opinion which was drafted on behalf of City Council President Nieves which she voted in favor of on December 21, 2020. I did not relinquish my right to free speech 24 hours a day, 7 days a week because I serve as a duly elected City Council Member.

In the second whereas clause the baseless allegation that I stuck up my middle finger at "constituents" "during" the January 2nd City Council Meeting is patently false. A young Palestinian man appeared to be fixated on me AFTER the meeting adjourned not during the meeting, which can easily be proven with numerous videos, and repeatedly yelled out my name over and over again as I sat quietly in my chair as the last City Council member remaining in the chamber. All the staff had also departed. "Maria" is a very common name and I initially thought it was someone calling out the name "Maria" trying to grab the attention of someone they knew. I finally looked up and it was a pro-ceasefire young man who was fixated on me, appeared very angry, and was violently shaking a poster over his head, so violently, that I was unable to read it. It is highly inappropriate for anyone to repeatedly call out a city council member who they do not know by their first name. Proper decorum requires they refer to any one of us as "Council Member Blank." Second, what evidence does this body have that this Palestinian young man was a "constituent" as even the CT Post published that the Hartford Islamic Community Leadership put out a call to its members to get to Bridgeport as Palestinians from across CT were needed in Bridgeport to apply pressure to get the resolution passed. What evidence can you provide that this young man was my constituent or a constituent of Bridgeport? I gestured at the young man utilizing my finger, and ONLY that young man, not "constituents" in the plural. I was sitting in my seat quietly texting with those opposed to the ceasefire resolution and this young man was behaving belligerently and harassing me in a way that I found concerning. One of the reasons I decided to stay behind is I do not enter or exit the City Council Chambers utilizing the exterior democratic caucus room door. I always enter and exit the chambers using the front doors to City Hall, and because I witnessed firsthand how Judge Lopez was harassed and bullied, and because the pro-ceasefire attendees were clearly most openly hostile to me as a council member, I thought it best not to exit the chambers while many of them were milling about to ensure the temperature cooled before I departed for my own safety.

In the third whereas clause, it states my actions and comments on January 2nd were deplorable and undermined the City Council's common purpose and created a divisive atmosphere. What comments or comments will the videos of the January 2 regular meeting show that could possibly be defined as "deplorable" and "created a divisive atmosphere?" I know, absolutely none. I made an appropriate Point of Order following Robert's Rules of Order and expressed my opposition to the ceasefire resolution appropriately and professionally as is my right. And made NO comments once the meeting adjourned to anyone. I did not say one word to that young Palestinian young man AFTER the meeting adjourned although he was clearly fixated on me, harassing me and conducting himself inappropriately. I simply gestured at him with my middle finger without saying one word AFTER the meeting adjourned.

In the fourth whereas clause, it references a private email I sent at 6:20 a.m. on January 3rd to the Council President and Deputy Chief of Staff who also serves as a high-level campaign operative of the Ganim Campaign who created a joint campaign consulting LLC with the Liaison of Legislative affairs registered at his private residence where \$165,000 of Ganim campaign finances has been funneled into without public disclosure of how those funds were utilized. It alleges I included references to "Muslim" members of our community which is patently false. I made no reference to any religion nor would I as this country was founded on freedom of religion. I did refer to Palestinian pro-cease fire attendees as a "mob" and "thugs" and provided the Merriam Webster dictionary definitions to justify my assertions. A "mob" is defined as "a large disorderly crowd of people" and a "thug" is defined as a

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"violent or brutish criminal **OR bully**" which appropriately described the conduct of the pro-peace fire attendees on January 2nd. I was the only member of the city council and city staff who was still remaining in the chamber, and was sitting quietly in my seat AFTER the meeting adjourned when a young Palestinian man was fixated on me and clearly angry with me for refusing to support the ceasefire resolution, repeatedly yelling my name across the chamber and violently shaking a poster over his head. That is not normal behavior for anyone who experienced an overwhelming victory with the resolution passing 13 to 2. I have never witnessed any vote where a resolution passed overwhelmingly where the victor harassed and bullied someone who opposed the resolution. It is by no means; normal behavior and it was unsettling and concerning for me. I did honestly question whether he could have possibly been a Hamas Terrorist. It is well documented that foreign terrorists live amongst us as was well documented in 9/11 and in Bridgeport when in May 2010, a Bridgeport resident and a naturalized U.S. citizen from Pakistan purchased a SUV and created a homemade car bomb and left the SUV in Time Square. He was trained by the Taliban and was sentenced to life in prison. In that same private email, I referred to Chief Porter as a Pig and some BPD officers as "piglets." I would like to remind everyone here that it was I who organized a press conference in front of the Congress Street police station after former Chief Perez resigned and the Mayor outrageously appointed Rebeca Garcia as interim chief. Those who joined, including the councilwoman from the 139th & then councilman of the 133rd, were the only councilmembers who stood up for Chief Porter who had legitimately ranked in the top three and was still on an active and valid police chief finalist list. Porter has known for some time that I no longer respect or support him, and there is quite a bit of internal conflict brewing within the BPD. I do wish to clarify that my reference to Porter's "piglets" was not in reference to every BPD officer as I know we have dedicated, law-abiding, consciousness and respectfully officers, however we have a number of problematic officers. I respect individual police officers; however, I do not respect the BPD as a public institution. We cannot pretend the BPD is a well-respected public agency in Bridgeport. It is overwhelmingly not. Former Chief Perez was sentenced to a year in federal prison, and in my four years on the Council, we have voted on \$4,000,000 in settlements for use of excessive force including the shooting death of residents without weapons or in their backs, false imprisonment, serious violations of residents civil and constitutional liberties and more. My constituents, regardless of age, race, and ethnicity; often share their negative experiences with our police department whether it happened to them personally or to a family member. It is simply a profession that not one bad apple can be accepted. My private email to two public officials did nothing to place the safety of police officers at risk. You would have to substantiate that in a court of law, and you cannot claim my private email places the safety of officers at risk, and then share it with many media outlets in the state in order to utilize it for political purposes and then place my remarks about the BPD on thousands of Ganim mailers. That is an absolute contradiction. Ultimately, if police officers were placed at risk, it was the City Council President and/or Deputy Chief of Staff Gaudett who placed police officers at risk as I made NO public declaration. Again, a council member utilized the words "racist pig" to describe me utilizing an official city council email sent to the entire city council and apparently that was just fine.

In the fifth whereas clause, I am being admonished for showing a "lack of empathy" that is expected from public officials. I am not required to show "empathy," however I absolutely demonstrated empathy for the 1200 innocent Israeli & American civilians who were brutally murdered by Palestinian Hamas Terrorists. It further states "I demonstrated a disregard for the lives of those who selflessly protect our community." I did no such thing as my email was not a public declaration and was only sent to two public officials. If anyone placed the lives of officers at risk, which I don't believe for one second, it was the City Council President and Deputy Chief of Staff who disseminated my email to a significant number of media outlets for purely political purposes. Once again, I comported myself appropriately during the January 2 meeting as did every council member and the videos serve as evidence to support my assertions. The sentence about civil discourse as elected representatives leading by example, promoting civil discourse, and respectfully is just rhetoric as I have already identified three examples of egregious conduct by several of my colleagues where nothing was done to address the behavior and, in some cases, I felt compelled to file police reports.

In the sixth whereas clause, I am accused of making grossly inappropriate comments about the mental and physical characteristics of certain named City employees, referring to one as a dimwit and mocking another's weight. First, every city employee is a public official as defined by CT state law, therefore anyone can criticize a public official. However, my criticisms of both city employees were in

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their capacity as political operatives as my email clearly demonstrates. Constance Vickers is the Co-founder of Park City Consulting, LLC with Tom Gaudett where substantial sums of Ganim campaign funds have been utilized to attack, unsuccessfully defeat me and slander me. I can absolutely criticize political operatives and will continue to do so. What if I post on facebook that in my opinion Governor Lamont is an idiot or President Biden is senile? Is it the position of this council that you can censure me for it? Have you ever watched a congressional hearing where representatives on both sides of the aisle skewer nominees and federal employees at actual committee hearings berating them, calling them traitors, liars, incompetent, etc. on nationally broadcast hearings? Have you ever read their facebook and twitter account posts about each other, or the President of the United States regardless of who that may be? I made these references in a private email, there was no public declaration. It was the City Council President & Deputy Chief of Staff who widely distributed my private email to the media, not I. However, if I choose to post my personal opinion about my political opponents who also serve as Bridgeport public officials, I will. I didn't give up my right to free speech twenty-four hours a day, seven days a week when I chose to run for elected office. If my constituents find it problematic, they have every right to vote me out of office, but they won't.

In the seventh whereas clause, it states I demonstrated "insensitivity" to our Muslim community's efforts to encourage a ceasefire and "disrespected" our Muslim residents during the emotional devastation occasioned by the ongoing Mideast violence." This sentence makes absolutely no sense. The only disrespect that was demonstrated during the January 2nd Council Meeting was by the Palestinian pro-cease fire attendees for harassing and bullying Judge Lopez, I & Councilwoman AmyMarie Vizzo-Paniccia which included booing and hissing at her for simply reading a well written letter by Councilman Scott Burns as to why he opposed the ceasefire resolution which is absolutely our right. In addition, they interrupted our meeting eight times with boos, hissing, chanting and one of the pro-ceasefire attendees walked up to the microphone during our meeting and started yelling into it. This lack of decorum would never be tolerated in the CT Legislature or Congress, but apparently, it's just fine at city council meetings. In addition, I never once made a reference to "Muslims", not in debate or my email on January 3rd. This country was founded on freedom of religion which is sacred, therefore my opposition had absolutely nothing to do with any religion.

In the eight whereas clause, regarding the City Council "Leadership" demanding my resignation, those who attended that press conference need to be highly respected as individuals with a high level of moral integrity to have any legitimacy. Nothing else needs to be said.

In ninth clause, Chapter 5(b) is listed which the CT Supreme Court had already ruled is constitutional. No elected official may be removed or recalled in CT except 5 towns whose city charters were already established before the CT state Constitution was ratified. It also states "the city council may determine its rules of proceeding in conformity to the general principles of parliamentary law, may punish members for disorderly behavior..." Therefore, we must refer to the City Council Rules, Ethics Ordinance, any other ordinance, etc. that I violated, and there is none.

In the tenth clause, City Council Rules of Order, Rule XXVI "**Conduct IN City Council:** " **In speaking**, City Council members shall refrain from mentioning any other member by name, shall confine themselves to the question, shall be courteous and not use unbecoming, abusive, or unparliamentary language, and should avoid personalities. Any member who, **IN DEBATE** or otherwise, indulges in personalities or makes charges **reflecting upon the character of another member, shall make an apology in open session at the meeting at which offense is committed, or at the next succeeding regular meeting, and, failing to do so, shall be named by the President or held in contempt, and suspended from further participation in debate until said apology is made.**" This City Council Rule has no bearing on a single allegation in this poorly written resolution. Which city council member did I reference in debate where I indulged in their personality or made charges reflecting upon the character of another member that would require me to apologize here this evening? I know, no one. I did not cast aspersions or reference a single colleague during the January 2nd Regular Meeting which is what this city council rule specifically references. I did not even reference a single city council member in my January 3rd email, therefore this city council rule is irrelevant. I also thoroughly reviewed the Ethics Ordinance and entire City Charter and found no violations.

The NOW THEREFORE BE IT RESOLVED clause is nothing more than pure rhetoric about our shared values, decency and commitment to civil discourse as noted by just the three specific examples of inappropriate conduct by the City Council President and additional council members. We have

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councilmembers who have been referred to the state's chief attorney for criminal prosecution for substantial voter fraud, we have a council member who just pleaded guilty to criminal charges, we have a council member who stood in this chamber and accused me of breaking into one of my constituents homes to seat her ballot, held rallies attacking me and outrageously stated our former public facilities director was touching children, with several council members in attendance, and the co-sponsors of this very poorly written resolution are calling for my resignation? Where is the call for all those caught in an overwhelming amount of police videos and indisputable evidence committing substantial absentee ballot fraud to resign?

Not only will I not be apologizing as I did not violate a single city council rule, ordinance, ethics ordinance, or city charter provision; you should know I filed a formal complaint with the Freedom of Information Commission regarding the completely illegal meeting that was held in the Republican Caucus Room the evening of January 2nd where changes to the Ceasefire Resolution were made with the Mayor, Council President, two city council members, the Deputy CAO present along with two Rabbi's members of the Palestinian community and two attorneys who donated \$3,800 to the Mayor's campaign, who also represented the Mayor in his attempt to regain his law license. That very same law firm represented the family of my city council colleague the 138th district, who drafted the ceasefire resolution and whose family filed a lawsuit against the city in the tragic death of their son, her brother's death, committed by a BPD officer. Many of those who participated in that flagrantly illegal meeting were not even Bridgeport residents. I have requested the Freedom of Information "null" & "void" the ceasefire resolution and its passing by the Council which is within their purview under CT state law due to the illegality of the meeting. I am hoping that the Freedom of Information Commission has reached its limits with the City of Bridgeport and will hold it accountable for its repeated failure to follow state law.

We are currently researching the legal basis that the City Council could under any circumstances prevent a duly elected council member who represents 15,000 residents from fulfilling their legal obligation to represent their constituents from speaking or debating matters before the City Council. It has never been done in 239 years of the U.S. Congress, and we have yet to find an example of it in the CT Legislature but continue to research.

In closing, we should focus on those matters within our purview delegated to every municipal legislative body by the CT Legislature, not national or international matters. Going forward, this should not occur again, as any council member can utilize their city council letterhead to draft a letter addressed to the President, Congressional members, etc. regarding matters they are passionate about that are not within our purview, and ask council members to sign on to that letter. This entire exercise has not accomplished unity, it has done nothing but create divisiveness.

Respectfully yours,

Councilwoman Maria Pereira

President Pro Tempore, Newton said everyone has the right to due process and allowed council member Melendez to share some words as she was mentioned in the response by council member Pereira.

Council member Melendez took the opportunity to say a whole lot to what council member Periera said but she will rather say is that she represents the same district at Maria Periera and would like to share how many people along the journey of herself getting elected told her how they are scared of Pereira, how she harasses them, how they feel threatened by her and would not like to see her representing them. There are plenty of people who can come forward but are scared of her. As for bullying, she is also bullied by Maria, everytime she sits in her council chair - and she will be transparent, she has had differences with council members but always kept respect for them as they did for her. Unfortunately, she doesn't get any respect from the person

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she ran with. During the meetings Periera is constantly in her ear bullying her and making comments online about her, in which she really doesn't care about but there should be a measure of accountability of how elected officials should act. Council member Melendez carried on to say Periera told her and others attending this meeting to shut up multiple times. Council member Melendez closed off by saying she can continue with the matter but there should be something done to elected officials and it is not only her who needs to take accountability. There is restorative justice that she believes in deeply and people can take account to right their wrongs. If people engage in that process then we can begin the process, Periera stated clearly she is not saying sorry so where would that leave them when it comes to restorative justice. Any wrongs that have been done on this council, people who have been impacted have the right to say what that justice looks like. The accountability needs to take place.

**\*\*THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, SPELL, SMITH, BOYD, HERRON, MCBRIDE-LEE ORTIZ, HODGES, PEREIRA, MELENDEZ, NEWTON, AND MARTINEZ) AND ONE (1) OPPOSED (PEREIRA).**

**APPOINTMENT OF:**

City Council Standing Committees.

City Council Liaisons to various City agencies, boards, and commissions.

**\*\*COUNCIL MEMBER HERRON MOTIONED TO APPROVE THE APPOINTMENT OF COMMITTEES WITH THE FOLLOWING COMMITTEE CHANGES.**

Council member Herron stated she will be reading an email sent to the town clerk from the council president, Aidee Nieves on to the record:

“ While she is out of town due to a death in the family, I am exercising my authority under the council rules to recommend the following city council changes for tonight's city council meeting to be ratified by the body.

- Remove Maria Pereira from miscellaneous matters committee
- Fill the seat of miscellaneous matter committee with Richard Ortiz
- Remove Maria Pereira from the contracts committee
- Fill the seat of the contracts committee with Ernest E. Newton
- Move Matthew McCarthy to the position of Co-chair of the contracts committee

I am making these committee changes in light of recent behavior of city council woman Maria Pereira including calling the police chief a pig and other officers piglets, asserting that the same innocent constituents that come to the last full council meeting were likely terrorist, directing the middle finger towards individuals in the audience multiple times at the last city council meeting while sitting in her chair among other statements and behaviors were taken together demonstrating behavior unbecoming of the council person and that I expect will lead to her

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censure by the city council this evening. It is to my understanding that by making these changes the city council woman Maria Pereira has been given a public opportunity to apologize for her comments and has declined to do so.”

Council member Pereira interjects to say, “ yes I have”.

Council member Herron continues to read council president, Nieves email onto the record:

“ I will accept my positioning at which council woman Pereira makes full public apologies

Sincerely,  
Council President, Aidee Nieves”.

**\*\*COUNCIL MEMBER MARTÍNEZ SECONDED THE MOTION.  
\*\*THE MOTION PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, SPELL, SMITH, BOYD, HERRON, MCBRIDE-LEE, ORTIZ, HODGES, PEREIRA, MELENDEZ, NEWTON, AND MARTINEZ) AND ONE (1) OPPOSED (PEREIRA).**

**42-23** Resolution presented by Council Member Pereira re: Proposed Resolution to Censure Councilman Ernest Newton, **FOR IMMEDIATE CONSIDERATION.**

Council member Martinez made a recommendation regarding item 42-23, to be removed from the agenda and not be voted on due this being tick-for-tack behavior. This resolution was applicable on a statement that Mr. Newton made, as an African American, who had the right to do so. She asked her colleagues to not even entertain this item.

**\*\*COUNCIL MEMBER MARTINEZ MOTIONED THE ITEM 42-23 FOR IMMEDIATE CONSIDERATION.  
\*\*SECONDED BY COUNCIL MEMBER HODGES.**

Council member Pereira called for a  $\frac{2}{3}$  vote.

**\*\*COUNCIL MEMBER SPELL MOTIONED TO ACCEPT ITEM 42-23 FOR IMMEDIATE CONSIDERATION.  
\*\*SECONDED BY COUNCIL MEMBER MARTINEZ  
\*\*THE MOTION PASSED UNANIMOUSLY**

Council member Pereira read the resolution for item 42-23 into the record:

WHEREAS, On Friday, January 5, 2024, Councilman Ernest Newton called into the Melissa Sheketoff in the Morning show on WICC following an interview provided by

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Councilwoman Maria Pereira as an invited guest of Melissa Sheketoff during the nine o'clock morning hour; and

WHEREAS, At the conclusion of Councilwoman Maria Pereira's live interview, Councilman Ernest Newton called into the show in response to Councilwoman Maria Pereira's remarks. Melissa Sheketoff welcomed Ernest Newton to her morning radio show in his capacity as a "councilman"; and

WHEREAS, Councilman Ernest Newton knowingly made a public declaration during the live broadcast; that Councilwoman Pereira calling Chief Porter a p-g was the same as calling him a "n---t," using the most derogatory and offensive racial slur possible; and

WHEREAS, The Merriam-Webster Dictionary defines this offensive racial slur as "used as an insulting and contemptuous term for a Black person."; and

WHEREAS, Melissa Sheketoff attempted to block and "dump" Councilman Newton's use of the racial slur utilizing a limited few second delay, but failed to do so in time; and

WHEREAS, Councilman Newton's use of the most offensive racial slur recognized in the United States; was broadcast live to thousands of WICC listeners; and

WHEREAS; Within hours of Councilman Ernest Newton's offensive use of the racial slur, Councilwoman Maria Pereira spoke with constituents and non-constituents who shared they were listening to the live show and heard Councilman Ernest Newton utilize the offensive slur before being cut-off by Melissa Sheketoff; and

WHEREAS; Councilwoman Pereira communicated ot Melissa Sheketoff that her attempt to "dump" Councilman Ernest Newton's use of the offensive slur was not activated ni time, therefore her thousands of morning listeners heard his abhorrent use of the racial slur, live and on the air, and WHEREAS; Per Aidee Nieves, Thomas Gaudett released my private email to media outlets while also serving as a Chief Campaign Strategist for Joe Ganim's re-election campaign who I vehemently oppose. My email was not a public declaration, but a private email requesting information and denouncing the conduct & behavior of those in support of the non-binding Ceasefire Resolution which the City Council had no legal authority to deliberate or vote on, and

WHEREAS; Both Deputy Chief of Staff Thomas Gaudett & Legislative Liaison Constance Vickers created Park City Consulting, LC ni 2022, ni which \$160,000 from Joe Ganim's Political Action Committee for Mayor has been funneled into that LC whose Treasurer, Anthony Paoletta also serves as a Special Projects Coordinator ni Mayor Ganim's office. Deputy Chief of Staff Thomas Gaudett, Legislative Liaison Constance Vickers & Special Projects Manager Anthony Paoletta are al high-level appointees of Mayor Ganim who are not on a leave-of-absence while actively working on Joe Ganim's re-election campaign, therefore the motivation to release my private email to numerous media outlets was clearly politically motivated and not out of any

concern for Chief Porter, Bridgeport Police Officers or the Palestinian attendees at our January 2, 2024 City Council Meeting, and

WHEREAS; Merriam-Webster Dictionary also defines the following words utilized in Councilwoman Pereira's private email, none of which are described as racist or discriminatory based on the federally defined protected classes of race, color, gender, religion, sexual orientation, disability, national origin or age:

Mob - a large and disorderly crowd of people. Thug- a violent or brutish criminal or bully.

Pig - a dirty, gluttonous, or repulsive person; •4 a crude casting of metal (such as iron); 5- an immoral woman; 6 •police officer.

Piglet- a small usually young swine (no correlation to a police officer per Webster Dictionary)

Terrorist - relating to, or characteristic of terrorists or terrorism: practicing or involving violent acts of terror;

THEREFORE, BE IT RESOLVED, that Councilman Ernest Newton be censured for utilizing a reprehensible, absolutely racist, and derogatory slur on WICC on Friday, January 5, 2024 heard live by thousands of Melissa Sheketoff in the Morning listeners. The censure is to include being removed from his leadership position as President Pro Tempore, the Budget & Appropriations Committee, the Ordinance Committee, the School Buildings Committee as Liaison to the Water Pollution Control Authority.

**\*\*COUNCIL MEMBER PEREIRA MOTIONED TO APPROVE THE RESOLUTION FOR THE ITEM 42-23.**

**\*\*THE MOTION BY COUNCIL MEMBER PEREIRA TO APPROVE THE RESOLUTION FOR THE ITEM 42-23 FAILED TO GET A SECOND.**

**\*\*COUNCIL MEMBER MARTINEZ MOTIONED TO DENY THE RESOLUTION.**

**\*\*COUNCIL MEMBER HODGES SECONDED THE MOTION.**

Council member Pereira stated for the record, she didn't expect this to pass, it is here for legal purposes, to prove a point and show it to the judge that people are treated differently.

President Pro Tempore added for everyone to understand the content of the discussion. Mayor Joe Ganim was speaking on the radio and they gave Mr. Newton 30 seconds to make a statement regarding what he thought about councilwoman Pereira comments regarding the police. He believed it was wrong to call the police and chief a pig and piglets. He doesn't think Pereira is

old enough to realize that if you called a police officer a pig in the 60's, it was like calling him the n word because if you called a police officer, in his day, the officer would beat the you know out of you, if he had caught you because it was gratitory towards the position he was in. Now if he offended Ernie Newton because he was the only one that called himself the n word then it was just like the feelings of when we call cops pigs. He didn't call anyone the n word, he used it on himself as an illustration. He didn't call the audience, or anyone but himself the n word and he made a comparison that if he looked at Jorge Cruz and called him a slur name that was offensive to him, that is what he was trying to get the point across. So no one who was listening to WICC can ever say he called Fredrick Hodges the n word. No one. He said on the live broadcast that calling a police officer a pig was like calling him the n word.

Council member Cruz thanked all who supported the resolution in hopes to restore a sense of dignity in the cambers and a sense of respect for the people who are sitting in the chambers listening. All he would like to say is that he is very delighted with this city. They have gone through hard times, not only because of the intense election here in the city of Bridgeport but also because of what's happening across the ocean in Israel, Palestine, Ukraine, and Russia. There are a lot of us suffering in this world but locally here we need to get a house in order. He would like to say to councilwoman Melendez that he is so proud of her and that she stood up. He added Ms. Melendez gives him chills and it is a great joy to see a young woman like herself not going to stand around and be allowed to be bullied. She stood her ground because she doesn't deserve someone who asked her to run with her to then turn against her so viciously, so vile, it just doesn't make any sense to him and he is sure it doesn't make any sense to their constituents out there. He closed off by asking council member Melendez to please keep up with standing up and thanking Pro Tempore Newton for the great work he's done tonight as he knows it's been difficult. To his Palestinian brothers and sisters, he sees some of his Israeli brothers and sisters have left; we are all suffering with you, I am with you 100% as well. We should not be sending bombs but a cease fire, he sees the thousand, hears about the thousands of kids, it is terrible. It is a tragedy. As they move on forward lets find a way to unite the city together, we got to come together.

Council member Herron added they have sat here and listened, even when Councilwoman Melendez spoke and was finished, she saw the interaction and it was very sad. She has mentioned this to the council for years that they have to do better, they have to act appropriately, they are the ones everyone out there looks at and it hasn't changed. They are elected by the people and here to represent them, whether they like certain groups or not that's not why they are here. They are here to represent the whole, not just one. The ceasefire brought a lot of tension, a lot of animosity but it also brought a lot of truth out. The constituents sat through every meeting and she is so proud to see that, she would like to see that all the time because they have not had this. She's been on the council for 8 years and never saw this many people come out, and there are other causes other than what you're coming here for. They need the public's help not only you but the whole community here, each and every one of this council has to be made accountable for their behaviors. She isn't using this as a political tool because she doesn't care, this is important to all and behaviors are what we need to do and it's not personal. They have to

behave appropriately, so please stick by us, stay with us and come and support us when we need you out here as well.

Council member Spell thanked the Bridgeport police department for sitting here, standing here throughout this whole entire meeting. She thanked them because they actually serve and protect them. They actually put their lives on the lines so she appreciates them for that. Secondly, she would like to vote to drop this whole resolution because they have sat here way too long tonight - that can be put on the record, put on facebook because she doesn't care. She asked to begin the voting process so they can go home.

Council member McBride-Lee added they must be very careful about what they say and terms that they use because it means certain things to certain people. She believed that after tonight everyone should take notice of what they should say and what they should not say to each other. She can relate to Pro Tempore Newton regarding the pig and piglet comments because where she is from it is a second curse word, now where you came from it might mean the pigs are rolling around in the mud - she doesn't know. Also she wishes most of the council people were here, for herself as a civil rights activist she believes in equal opportunity for everyone. They are all created equal; for example, if something was said from a black, african american, or a hispanic person here to some of the other people here, there would have been a riot here in Bridgeport. If someone went up to her and said you black should do whatever, whatever - she would be so upset even though she is black. She believes all of them should be treated the same way. It really hurt her feelings when one of the council members called someone a black boy. Hopefully tonight people will stop the derogatory names. They have to respect each other.

**\*\*COUNCIL MEMBER MARTINEZ MOTIONED TO MOVE AND CLOSE THIS DISCUSSION.**

**\*\*COUNCIL MEMBER SPELL SECONDED THE MOTION.**

Council member Pereira stated that she has the recording from what Pro Tempore Newton said on the WICC in her possession and what he said when he spoke live was completely different from today, which will be presented in court. Secondly when council member Martinez had the floor, she used it to call her a bully to say she was scaring her own constituents, which is a violation of the city council rule policies talking about another member on this floor so she will be making a center about that. She added the only opinion that matters about whether her council partner is doing a good job is the constituents of the 138 district and she can reassure the council that council member Melendez will not be reelected in 2025.

Council member Martinez added to the record that as the representative of the 139 district, she has sat here tonight and witnessed council member Pereira threaten council member Melendez with her never being elected in the 139 district ever again, if Pereira has the right to do so - that is a threat. This is city council business, not political affairs here. We are not in an election for elected officials therefore Maria Pereira you are wrong if you think Jazmarie Melendez will be censored because of what she stated. Maria, you are a freaking bully and after bullying her, you are very disrespectful.

City of Bridgeport  
City Council  
Regular Meeting  
February 5, 2024

**\*\*THE MOTION PASSED TO DENY WITH FOURTEEN (14) IN FAVOR (BURNS, MCCARTHY, CRUZ, MACK, SPELL, SMITH, BOYD, HERRON, MCBRIDE-LEE, ORTIZ, HODGES, PEREIRA, MELENDEZ, NEWTON, AND MARTINEZ) AND ONE (1) OPPOSED (PEREIRA).**

**ADJOURNMENT**

**\*\*COUNCIL MEMBER SPELL MOVED TO ADJOURN.  
\*\*COUNCIL MEMBER HERRON SECONDED.  
\*\*THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 10:00 p.m.

Respectfully submitted,

Vianca Rivera,

Telesco Secretarial Services





## OFFICE OF CENTRAL GRANTS

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 332-5662  
Fax (203) 332-5657

ISOLINA DeJESUS  
Manager  
Central Grants

JOSEPH P. GANIM  
Mayor

**Carried Over to February 5, 2024** WITHDRAWN

January 8, 2024

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

**Re: Resolution – State of Connecticut Department of Economic and Community Development  
Urban Act Grant Program – Total Mortgage Arena Renovations (#24321)**

Dear Ms. Martinez,

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Economic and Community Development Urban Act Grant Program** 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 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 CLERKS OFFICE  
2024 JAN 10 PM 2:05  
ATTEST  
CITY CLERK



## GRANT SUMMARY

**PROJECT TITLE: State of Connecticut Department of Economic and Community Development Urban Act Grant Program – Total Mortgage Arena Renovations (#24321)**

NEW  RENEWAL  CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport's Office of Planning and Economic Development is requesting \$15 million in State of Connecticut Urban Act funds to substantially refurbish Total Mortgage Arena, the 23-year-old, 10,000-seat venue formerly known as Webster Bank Arena, which is home to the Bridgeport Islanders. Improvements will include upgrades to the building's HVAC and dehumidifying systems, as well as its roof and exterior shell. These improvements will make the building more reliable, more energy efficient, and safer for Bridgeport residents and visitors who attend events there.

**CONTRACT PERIOD:** To be determined

Federal:	\$
State:	\$ 15,000,000.00
City:	\$
Other:	\$ 15,000,000.00

GRANT FUNDED	
Personnel:	\$
Equipment:	\$
Construction:	\$ 14,990,000.00
Engineering:	\$
Administration:	\$ 10,000.00

MATCH REQUIRED –		
	CASH	IN-KIND
Source:	\$ 15,000,000.00 (Private investment)	\$0

**A Resolution by the Bridgeport City Council**

**Regarding the**

**State of Connecticut Department of Economic and Community Development  
Urban Act Grant Program  
Total Mortgage Arena Renovations  
(#24321)**

**WHEREAS**, the **State of Connecticut Department of Economic and Community Development** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **State of Connecticut Urban Act Grant Program**; and

**WHEREAS**, this funding will be utilized by the City of Bridgeport Office of Planning and Economic Development (“OPED”) to finance needed capital improvements to Total Mortgage Arena; and

**WHEREAS**, this work will include upgrades to the building’s HVAC and dehumidifying systems, as well as its roof and exterior shell, among other refurbishments which will make the building safer, more reliable, and more energy-efficient; and

**WHEREAS**, the State of Connecticut Bond Commission approved the use of \$15,000,000.00 Urban Act Grant Program funds at the June 30, 2023 Bond Commission Meeting; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport accepts funding from the **Bond Commission** for this important economic development project.

**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 Economic and Community Development** for the purpose of this proposal.
2. That it hereby authorizes, directs, and empowers the Mayor, his designee, or the Director of OPED, to accept any funds that result from the City’s application to the **Urban Act Grant Program** and to provide such additional information and execute such other contracts, amendments, and documents as may be necessary to administer this program.



OFFICE OF THE CITY CLERK  
COMMUNICATION FORM

**IMMEDIATE CONSIDERATION**

*Below to be used for processing of Immediate Consideration items only*

Log ID/Item number:	32-23
Submitting Department / Contact Name	Office of Housing and Community Development Anjerice Miller, Senior HCD Manager
Subject:	Proposed Resolution regarding the approval of the 2024-2025 Citizens Union Committee.
Referred to Committee:	Immediate Consideration
City Council Date:	February 5, 2024

**Attest:**

*Lydia N. Martinez*

Lydia N. Martinez, City Clerk

Date

**Approved by:**

*Joseph P. Ganim*

Joseph P. Ganim, Mayor

*2/14/24*

Date

Please Note: Changed from Miscellaneous Matters Committee on 2/5/2024

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERKS OFFICE  
24 FEB 16 AM 2:39

**2024-2025  
Bridgeport Citizen Union-PY50**

District	NAME ADDRESS, PHONE, EMAIL	NAME, ADDRESS, PHONE, EMAIL
130	Donna Palmer 238 Mt Grove ST Bridgeport, CT 06605 203-360-5887 Mae_donna@yahoo.com  Mathew McCarthy	Keith Cryan 70 Beacon Street Bridgeport, CT 06605 203-209-6279 kjcryan@aol.com  Scott Burns
131	Donna Lee 46 Sanford Place Bridgeport, CT 06604 203-314-9291 Donnalee80@gmail.com  Tyler Mack	Twana Johnson 905 South Avenue Bridgeport, CT 06604 203-545-4185 Twanam.Johnson@yahoo.com  Jorge Cruz
132	Margaret Judge 51 Brooklawn Place Bridgeport, CT 06605 203-918-5942  Dasha Spell	Silvia Smith 1231 Iranistan Avenue Bridgeport, CT 06605 203-366-1045 Jimmysilvia123@gmail.com  Rolanda Smith
133	   Jeanette Herron	Lisa M. James 390 Charles Street #202 Bridgeport, CT 06606 203-912-2098 lj524328@gmail.com  Aikeem Boyd
134	Don Donaldson 87 Rosalie Terrace Bridgeport, CT 06606 203-383-9393 Usmarine7781@aol.com  Amy Marie Vizzo-Paniccia	Denise West 3215 Main Street Bridgeport, CT 06606 203-260-0826 dwest@snet.net  Michele Lyons
135	Katherine Ortiz 9 Elm Court Bridgeport, CT 069606 203-260-6741 Kadieortiz1113@gmail.com  Richard Ortiz	Kelly McGee 1694 Reservoir Avenue Bridgeport, CT 06606 203-526-2172 Kellycaresllc828@gmail.com  Mary McBride-Lee
136	Tanika Davis 136 French Street Bridgeport, CT 06606 tanikachaute@gmail.com 475-449-8199 Fred Hodges	Alfredo Castillo

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERKS OFFICE  
24 FEB -7 AM 9:04

\*As Amended from the floor on February 5, 2024\*\*\*

137	<p><b>Orlanda Strong</b>  418 Park Street  Bridgeport, CT 06608  203-278-2528  <u><a href="mailto:Orlandastrong2018@gmail.com">Orlandastrong2018@gmail.com</a></u></p> <p><b>Aidee Nieves</b></p>	<p><b>Carmen Hernandez</b>  234 Hough Avenue  Bridgeport CT 06608  203-514-1022  <u><a href="mailto:Aqua322@yahoo.com">Aqua322@yahoo.com</a></u></p> <p><b>Maria Ines Valle</b></p>
138	<p><b>Jessica Ortiz-Michacha</b>  98 Emerald Street  Bridgeport, CT  <u><a href="mailto:Jes10573@yahoo.com">Jes10573@yahoo.com</a></u></p> <p><b>Maria Pereira</b></p>	<p><b>Maribella Gonzalez</b>  281 Bradley Street  Bridgeport, CT 06610  475-319-1488  <u><a href="mailto:Maribellagonzalez28@gmail.com">Maribellagonzalez28@gmail.com</a></u></p> <p><b>Jazmarie Melendez</b></p>
139	<p><b>Vaughn Sims</b>  302 Union Ave  Bridgeport CT 06607  203-528-7967  <u><a href="mailto:Vaughn_sims@yahoo.com">Vaughn_sims@yahoo.com</a></u></p> <p><b>Eneida Martinez</b></p>	<p><b>Kelly Nims</b>  117 Eagle Street  Bridgeport, Ct 06607  1-347-448-0707  <u><a href="mailto:iamkellynims@gmail.com">iamkellynims@gmail.com</a></u></p> <p><b>Ernest Newton</b></p>

ATTEST  
CITY CLERK \_\_\_\_\_

RECEIVED  
CITY CLERKS OFFICE  
24 FEB -7 AM 9:06

**Williams, Althea**

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**From:** Feliciano, Milta  
**Sent:** Wednesday, February 7, 2024 8:49 AM  
**To:** Ortiz, Frances; Williams, Althea; Miller, Anjerice  
**Subject:** RE: Updated Citizens Union List  
**Attachments:** Citizen Union Contact Information PY 50 (AutoRecovered).docx

Good Morning Ladies,  
I finally received the information from the Council.  
Have a great day.  
Best,  
Milta

RECEIVED  
CITY CLERK'S OFFICE  
24 FEB - 7 AM 9:07  
ATTEST  
CITY CLERK

**From:** Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>  
**Sent:** Tuesday, February 6, 2024 11:48 AM  
**To:** Feliciano, Milta <Milta.Feliciano@Bridgeportct.gov>; Williams, Althea <Althea.Williams@Bridgeportct.gov>; Miller, Anjerice <anjerice.miller@bridgeportct.gov>  
**Subject:** RE: Updated Citizens Union List

THANK YOU REV LEE NAMED KELLY McGee but didn't provide anything else so we need the names etc.

**From:** Feliciano, Milta <Milta.Feliciano@Bridgeportct.gov>  
**Sent:** Tuesday, February 6, 2024 10:57 AM  
**To:** Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>; Williams, Althea <Althea.Williams@Bridgeportct.gov>; Miller, Anjerice <anjerice.miller@bridgeportct.gov>  
**Subject:** RE: Updated Citizens Union List

Good Morning Ladies,  
I just sent the council members who amended their citizen union representatives an email this morning to get full information. As soon as I get a response, I will forward the corrected sheet over to you both.  
Thank you,  
Milta Feliciano

**From:** Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>  
**Sent:** Tuesday, February 6, 2024 10:43 AM  
**To:** Williams, Althea <Althea.Williams@Bridgeportct.gov>; Miller, Anjerice <anjerice.miller@bridgeportct.gov>; Feliciano, Milta <Milta.Feliciano@Bridgeportct.gov>  
**Subject:** RE: Updated Citizens Union List

Yes please asap we need to get items processed and forwarded to the Mayor's Office.

**From:** Williams, Althea <Althea.Williams@Bridgeportct.gov>  
**Sent:** Tuesday, February 6, 2024 10:32 AM  
**To:** Miller, Anjerice <anjerice.miller@bridgeportct.gov>; Feliciano, Milta <Milta.Feliciano@Bridgeportct.gov>  
**Cc:** Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>  
**Subject:** Updated Citizens Union List

Good morning Anjerice

Could we please have the updated Citizens Union list amended at last night's City Council meeting.

Sincerely,  
Althea Williams  
City Clerk's Office  
45 Lyon Terrace  
Bridgeport CT 06604



City of Bridgeport, Connecticut

OFFICE OF PLANNING & ECONOMIC DEVELOPMENT  
OFFICE OF HOUSING & COMMUNITY DEVELOPMENT

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone (203) 576-7221 • Fax (203)332-5611

THOMAS GILL  
Director



JOSEPH P. GANIM  
Mayor

Carried Over to February 5, 2024.

January 09, 2024

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

Dear City Clerk:

Attached, please find the list of the 2024-2025 nominees to the Bridgeport Citizen Union. Each nominee is selected by a member of the Bridgeport City Council (20).

Citizen Union members are charged with, amongst other things, reviewing all program applications, attending public hearings, and making recommendations to the City Council Special Committee on how Housing and Urban development (HUD) entitlement funding is prioritized and awarded.

This item/list is being transmitted to the City Council for referral to the Miscellaneous Matters Committee for recommendations and approval by the full council. Please contact me if you have any questions or require additional information.

Sincerely,

Anjerice Miller  
Senior Program Manager  
Office of Housing and Community Development

Cc: Thomas Gill, OPED  
Dan Shamas, Chief of Staff  
Janene Hawkins, CAO  
Tom Gaudett, Mayor's Office  
Milta Feliciano, HCD

RECEIVED  
CITY CLERKS OFFICE  
2024 JAN 10 PM 1:57  
ATTEST  
CITY CLERK

**2024-2025  
CITIZEN PARTICIPATION PLAN  
AND  
CITIZENS UNION RESOLUTION**

WHEREAS, Bridgeport City Ordinance 2.108.010 establishes a Bridgeport Citizens Union; and

WHEREAS, the Citizen's Union is incorporated into Bridgeport's Citizens Participation Plan: and

WHEREAS, the purpose of the Citizen's Union is to provide citizens of Bridgeport with an organized structure and opportunity to participate in the planning and development of the City's Annual Action Plan which implement the goals and objectives articulated in the Consolidated Plan; and

WHEREAS, one representative can be appointed by each of the twenty Bridgeport City Council members for up to twenty Citizen Union members: and

WHEREAS, a total of 20 members have been selected to serve on the 2024-2025 Citizen Union; and

Now, therefore be it resolved, that the Bridgeport City Council hereby approves the attached 2024-2025 Bridgeport Citizen's Union as selected by members of the Bridgeport City Council.

**2024-2025  
Bridgeport Citizen Union-PY50**

<b>District</b>	<b>NAME ADDRESS, PHONE, EMAIL</b>	<b>NAME, ADDRESS, PHONE, EMAIL</b>
130	<p><b>Eve Parsons</b> 506 Dewey Street Bridgeport, CT 06605 203-912-6009 <a href="mailto:Eveparsons50@gmail.com">Eveparsons50@gmail.com</a></p> <p>Mathew McCarthy</p>	<p><b>Keith Cryan</b> 70 Beacon Street Bridgeport, CT 06605 203-209-6279 <a href="mailto:kjcryan@aol.com">kjcryan@aol.com</a></p> <p>Scott Burns</p>
131	<p><b>Donna Lee</b> 46 Sanford Place Bridgeport, CT 06604 203-314-9291 <a href="mailto:Donnalee80@gmail.com">Donnalee80@gmail.com</a></p> <p>Tyler Mack</p>	<p><b>Twana Johnson</b> 905 South Avenue Bridgeport, CT 06604 203-545-4185 <a href="mailto:Twanam.Johnson@yahoo.com">Twanam.Johnson@yahoo.com</a></p> <p>Jorge Cruz</p>
132	<p><b>Margaret Judge</b> 51 Brooklawn Place Bridgeport, CT 06605 203-918-5942</p> <p>Dasha Spell</p>	<p><b>Silvia Smith</b> 1231 Iranistan Avenue Bridgeport, CT 06605 203-366-1045 <a href="mailto:Jimmysilvia123@gmail.com">Jimmysilvia123@gmail.com</a></p> <p>Rolanda Smith</p>
133	<p>Jeanette Herron</p>	<p><b>Lisa M. James</b> 390 Charles Street #202 Bridgeport, CT 06606 203-912-2098 <a href="mailto:lj524328@gmail.com">lj524328@gmail.com</a></p> <p>Aikeem Boyd</p>
134	<p><b>Don Donaldson</b> 87 Rosalie Terrace Bridgeport, CT 06606 203-383-9393 <a href="mailto:Usmarine7781@aol.com">Usmarine7781@aol.com</a></p> <p>Amy Marie Vizzo-Paniccia</p>	<p><b>Denise West</b> 3215 Main Street Bridgeport, CT 06606 203-260-0826 <a href="mailto:dwest@snet.net">dwest@snet.net</a></p> <p>Michele Lyons</p>
135	<p><b>Katherine Ortiz</b> 9 Elm Court Bridgeport, CT 069606 203-260-6741 <a href="mailto:Kadieortiz1113@gmail.com">Kadieortiz1113@gmail.com</a></p> <p>Richard Ortiz</p>	<p>Mary McBride-Lee</p>
136	<p><b>Tanika Davis</b> 136 French Street Bridgeport, CT 06606 <a href="mailto:tanikachaute@gmail.com">tanikachaute@gmail.com</a> 475-449-8199 Fred Hodges</p>	<p>Alfredo Castillo</p>

137	<b>Orlanda Strong</b> <b>418 Park Street</b> <b>Bridgeport, CT 06608</b> <b>203-278-2528</b> <u><a href="mailto:Orlandastrong2018@gmail.com">Orlandastrong2018@gmail.com</a></u>	<b>Carmen Hernandez</b> <b>234 Hough Avenue</b> <b>Bridgeport CT 06608</b> <b>203-514-1022</b> <u><a href="mailto:Aqua322@yahoo.com">Aqua322@yahoo.com</a></u>
138	<b>Aidee Nieves</b>	<b>Maria Ines Valle</b>  <b>Maribella Gonzalez</b> <b>281 Bradley Street</b> <b>Bridgeport, CT 06610</b> <b>475-319-1488</b> <u><a href="mailto:Maribellagonzalez28@gmail.com">Maribellagonzalez28@gmail.com</a></u>  <b>Jazmarie Melendez</b>
139	<b>Maria Pereira</b>  <b>Vaughn Sims</b> <b>302 Union Ave</b> <b>Bridgeport CT 06607</b> <b>203-528-7967</b> <u><a href="mailto:Vaughn_sims@yahoo.com">Vaughn_sims@yahoo.com</a></u>  <b>Eneida Martinez</b>	<b>Kelly Nims</b> <b>117 Eagle Street</b> <b>Bridgeport, Ct 06607</b> <b>1-347-448-0707</b> <u><a href="mailto:iamkellynims@gmail.com">iamkellynims@gmail.com</a></u>  <b>Ernest Newton</b>



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. #33-23 Ref'd to Miscellaneous Matters Committee on 1/16/2024. CANCELLED  
Carried Over to February 5, 2024

TO: Lydia N. Martinez  
FROM: Mayor Joseph P. Ganim *Oh*  
DATE: January 9, 2024  
RE: Boards & Commissions

---

Please place the following name on the January 16, 2024 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Commission for People with Disabilities:**

Jennifer Rocha (D)  
738 Platt Street  
Bridgeport, CT 06606

This term shall expire on 2/28/2027.

JPG/AT

RECEIVED  
CITY CLERKS OFFICE  
2024 JAN 10 PM 12:46  
ATTEST  
CITY CLERK




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. #34-23 Ref'd to Miscellaneous Matters Committee on 1/16/2024. CANCELLED

Carried Over to February 5, 2024

TO: Lydia N. Martinez  
FROM: Mayor Joseph P. Ganim   
DATE: January 9, 2024  
RE: Boards & Commissions

---

Please place the following name on the January 16, 2024 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Commission for People with Disabilities:**

Linda Lubin (D)  
35 Garfield Avenue  
Bridgeport, CT 06606

This term shall expire on 2/28/2027.

JPG/AT


RECEIVED  
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2024 JAN 10 PM 12:46  
ATTEST  
CITY CLERK



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. #35-23 Ref'd to Miscellaneous Matters Committee on 1/16/2024. CANCELLED  
Carried Over to February 5, 2024**

TO: Lydia N. Martinez  
FROM: Mayor Joseph P. Ganim   
DATE: January 9, 2024  
RE: Boards & Commissions

---

Please place the following name on the January 16, 2024 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Planning and Zoning**:

Ali Akbar (U)  
60 Fourth Street  
Bridgeport, CT 06607

This term shall expire on 12/31/2027.

JPG/AT

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2024 JAN 10 PM 12:46  
ATTEST  
CITY CLERK \_\_\_\_\_



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. #36-23 Ref'd to Miscellaneous Matters Committee on 1/16/2024. CANCELLED  
Carried Over to February 5, 2024.

TO: Lydia N. Martinez  
FROM: Mayor Joseph P. Ganim *JPG*  
DATE: January 9, 2024  
RE: Boards & Commissions

---

Please place the following name on the January 16, 2024 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Fair Rent Commission**:

Ada Gloria Hernandez (D)  
715 Frenchtown Road, Apt 30  
Bridgeport, CT 06608

This term shall expire on 12/31/2027.

JPG/AT

RECEIVED  
CITY CLERKS OFFICE  
2024 JAN 10 PM 12:46  
ATTEST  
CITY CLERK






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. #37-23 Ref'd to Miscellaneous Matters Committee on 1/16/2024. CANCELLED  
Carried Over to February 5, 2024

TO: Lydia N. Martinez  
FROM: Mayor Joseph P. Ganim   
DATE: January 9, 2024  
RE: Boards & Commissions

---

Please place the following name on the January 16, 2024 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Harbor Commission**:

John Stevens (U)  
11 Penfield Place  
Bridgeport, CT 06605

This term shall expire on 9/30/2028.

JPG/AT

RECEIVED  
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2024 JAN 10 PM 12:46  
ATTEST  
CITY CLERK \_\_\_\_\_

CITY ATTORNEY  
Mark T. Anastasi

DEPUTY CITY ATTORNEY  
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS

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

OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, CT 06604-4328

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



January 9, 2024

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

**Re: Lease of Acquisition of 405-435 Congress Street, Bridgeport, Connecticut**

Dear Honorable City Council Members:

Pursuant to City Council Rule XIII, Section 15, below please find the required information:

**a. Submission Title**

Lease Agreement or eminent domain of 405-435 Congress Street, Bridgeport, Connecticut.

**b. Submitting Entity**

Chief of Police

**c. Contact Person**

Roderick Porter, Police Chief  
Phone: 203-581-5111  
E-mail: [Roderick.Porter@bridgeportct.gov](mailto:Roderick.Porter@bridgeportct.gov)

Russell D. Liskov, Esq.  
Phone: 203-576-7647  
E-mail: [Russell.Liskov@bridgeportct.gov](mailto:Russell.Liskov@bridgeportct.gov)

**d. Approval Deadline**

The next occurring City Council meeting, following Contract Committee approval, if possible.

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CITY CLERKS OFFICE  
2024 JAN 10 PM 3:47  
ATTEST  
CITY CLERK

**e. Matter Summary**

This submission is a lease of 405-435 Congress Street, Bridgeport, Connecticut or eminent domain of such property.

**f. City Council Action Requested**

Vote to approve the proposed Lease or authorize eminent domain of the property; and the City to authorize and empower the Mayor or his designee to execute such agreement on behalf of the City.

**g. Financial Impact Analysis**

The cost to the City for this proposed agreement is \$60,000.00 per annum; funds are appropriated for such purpose in the FY 2022-2023 annual operating budget.

**h. Funding Budget-Line**

FY 2022-2023 will all be paid from the annual operating budget of any department.

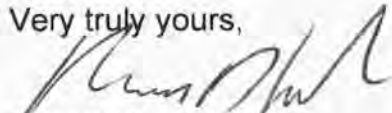
**i. Proposed Motion**

**“NOW THEREFORE BE IT RESOLVED that:**

1. The Mayor of his designee is authorized and empowered to execute on behalf of the City the proposed Lease.

Thank you for your assistance in this matter.

Very truly yours,



Russell D. Liskov  
Of Counsel

Cc: Joseph P. Ganim, Mayor  
Lydia Martinez, City Clerk  
Francis Ortiz, Asst. City Clerk  
Roderick Porter, Police Chief  
Daniel Shamus, Chief of Staff  
Kenneth Flatto, Finance Director  
Thomas Gaudett, Mayor's Office  
Mark T. Anastasi, City Attorney

## LEASE AGREEMENT

This sets forth a Lease Agreement made as of the \_\_\_ day of October, 2023, between **GJS Properties, LLC**, a Connecticut limited liability company with a business address of 562 Rock Ridge Road, Fairfield CT 06824 (the "Landlord"), and **The City of Bridgeport**, with an address of 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "Tenant").

In consideration of mutual covenants, the parties hereby agree as follows:

1. Premises. Landlord leases to Tenant and Tenant hereby leases from Landlord the real property located at 205-245 Congress Street, Bridgeport, Connecticut which currently consists of a parking lot with related improvements (hereinafter collectively referred to as the "Leased Premises").

2. Use and Condition of Premises. Tenant shall use Leased Premises as a parking lot to be used and occupied only by the Tenant, its agents, employees and invitees, namely as a parking lot for use by the Bridgeport Police Department and other municipal department and vehicles and no other purpose. During the Lease Term Tenant shall have exclusive use and access to the Leases Premises. No "public parking" shall be allowed, and Tenant shall not be permitted to charge any vehicle owner parking in the lot any fee or other "paid parking" arrangement in connection with the Leased Premises. It being understood that the Tenant cannot use the Leased Premise for profit. Tenant acknowledges that Landlord delivers the Premises in an "as is" condition.

3. Term of Lease.

(a) The term of this Lease Agreement ("Lease Term") shall be five (5) years, commencing December 1, 2023 ("Commencement Date") and terminating November 30, 2028 ("Termination Date").

(b) At the time of the expiration of this Lease Agreement, Tenant agrees to surrender the Leased Premises in the same condition as delivered to Tenant, only with improvements approved by Landlord, reasonable wear and tear excepted.

4. Rent.

(a) Throughout the Lease Term, commencing on the Commencement Date, Tenant shall pay rent when due without prior demand, deduction, set-off, or abatement, except as expressly provided herein. Rent shall be payable in advance in consecutive monthly payments as set forth below on the 1<sup>st</sup> of every month of the Lease. Tenant shall pay rent by ACH payment or other electronic fund transfer, which the parties shall work cooperatively to set up.

(b) During the Lease Term, Tenant shall pay rent for the Leased Premises as provided hereinafter:

3

<u>Lease Year</u>	<u>Lease Period</u>	<u>Monthly Rent</u>
Year 1	12/1/2023 to 11/30/2024	\$5,000.00
Year 2	12/1/2024 to 11/30/2025	\$5,150.00
Year 3	12/1/2025 to 11/30/2026	\$5,305.00
Year 4	12/1/2026 to 11/30/2027	\$5,464.00
Year 5	12/1/2027 to 11/30/2028	\$5,627.00

(c) If Tenant shall fail to pay an installment of Rent (as hereinafter defined), within twenty (20) days of its due date, Tenant shall pay to Landlord, as a late fee of five (5%) of such overdue payment. This late fee is not a penalty but reflects the parties' estimate as to the expected costs and damages incurred by the Landlord by reason of Tenant's late payment or payments. This provision shall not be construed to modify in any way either any due dates specified in this Lease Agreement.

5. Taxes. Utilities. Insurance.

(a) Tenant shall pay when due all taxes assessed against and levied upon any equipment and all other personal property of Tenant contained in or upon the Leased Premises or elsewhere.

(b) Tenant shall pay all taxes, insurance, and utilities in connection with the Leased Premises during the Lease Term, including, but not limited to real estate, sewer taxes, and assessments. In the event the Landlord pays the utilities, real estate taxes, sewer taxes, and assessments, then Landlord shall provide Tenant with a copy the bill and proof of payment and upon Tenant's receipt of same Tenant shall reimburse Landlord within ten (10) days. Tenant shall be responsible to reimburse Landlord for the cost of Landlord's insurance. In all applicable circumstances, Tenant shall make any and all payments hereunder directly to the entity at issue. Should Tenant need to repay Landlord for any payment, then Tenant shall make said payment via ACH payment or other electronic fund transfer, which the parties shall work cooperatively to set up.

6. Alterations.

Tenant shall not make any changes, improvements, additions, or alterations, (collectively "Alterations") to, nor do any work to the Leased Premises without first obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld. Upon Tenant's vacating the Leased Premises or any part or portion thereof, all Alterations shall become the property of the Landlord.

7. Repairs and Maintenance. Tenant agrees to maintain the Leased Premises, including all maintenance, upkeep, cleaning, parking space lining, paving, snow plowing, and any and all costs imposed by any department of the City of Bridgeport in connection with the Leased Premises.

8. Indemnification by Tenant. Tenant shall defend, indemnify, and hold Landlord and

its members, representatives, employees, and agents from and against any and all claims, demands, causes of action, suits, proceedings, debts, liens, obligations, liabilities, damages (including but not limited to consequential damages), losses, judgments, orders, penalties, fines, settlements, costs, and expenses (including attorneys' fees and related costs) arising during the Lease Term, or during any period in which Tenant occupies all or part of the Premises, arising from, or related to, whether directly or indirectly, each of the following:

(a) any accident, injury, death, or damage to any person or to the property of any person occurring within the Premises;

(b) any accident, injury, death, or damage to any person or to the property of any person occurring outside of the Premises but on or about the property, where the accident, injury, or damage results or is claimed to have resulted from an act, omission, or negligence of any Tenant Parties. For purposes of this Lease Agreement, "Tenant Parties" means Tenant and its sub-lessees, contractors, licensees, agents, servants, employees, invitees, or visitors;

(c) a breach or violation by any Tenant Parties of any laws relating to the Premises, or to Tenant's operation, business, or licenses;

(d) a breach or nonperformance by Tenant, or any Tenant Parties, of any covenant, condition, or agreement in this Lease Agreement.

9. Insurance. Tenant shall at all times during the Lease Term or any extension thereof, obtain and maintain at Tenant's sole cost and expense for the mutual benefit of Landlord and Tenant comprehensive general liability insurance against claims for personal injury, death, or property damages occurring in, upon, or about the Leased Premises including but not limited to such claims arising out of Tenant's Alterations and such claims that trigger Tenant's indemnification obligations outlined above. Tenant shall carry at a minimum a combined single limit general liability insurance policy in the amount of TWO MILLION (\$2,000,000.00) DOLLARS. Such insurance shall be written with an insurance company licensed to do business by the State of Connecticut and Landlord shall be included as an additional insured on the Certificate of Insurance. Tenant will furnish to Landlord a Certificate of Insurance issued by such insurer setting forth the existence of said insurance and coverage with an obligation by the insurer that no termination shall occur unless Landlord has been given by the insurer thirty (30) days prior written notice. Tenant also shall at all times during the Lease Term maintain all worker's compensation and disability benefits insurance required by law and provide Landlord with satisfactory evidence of the existence of such coverage.

10. Eminent Domain.

(a) If any part of the Leased Premises be taken by any public authority under the power of eminent domain so as to render the remainder of the Leased Premises unusable, Landlord or Tenant may at its option, terminate this Lease Agreement on thirty (30) days written notice to the other party.

(b) All damages awarded for such taking shall belong to and be the property of the Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee, except that Tenant shall be entitled to receive and retain the amount specifically and separately awarded to it for the taking of its fixtures and its leasehold improvements

which have not become a part of the realty, and its moving expenses. Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease Agreement and no right or claim to any part of the award on account thereof and Tenant hereby waives each such claim or right.

11. Assignment and Sublease. Tenant shall not assign this Lease Agreement or sublease the Leased Premises, or any part thereof, or mortgage, pledge or hypothecate its leasehold interest or any part thereof, whether by operation or law or otherwise, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

12. Signs. Tenant shall not place any signs on the Leased Premises without the express written consent of the Landlord. Sign must comply with all applicable rules and regulations of the City of Bridgeport.

13. Right of Entry. The Landlord or its representatives shall have the right to enter the Leased Premises at any time during business hours after reasonable notice to Tenant for any purpose whatsoever. Tenant shall provide Landlord with the necessary means, including a pass card to gain access to the Leased Premises in the event of an emergency.

14. Nuisances. Tenant shall conduct activities on the Leased Premises in such a manner as to not create any nuisance.

15. Default. In the event that Tenant shall default in any payment of rent due hereinunder, Landlord shall give Tenant fourteen (14) days prior written notice of such default. If the nonpayment default is not cured within fourteen (14) after written notice, then this Lease Agreement may terminate in Landlord's sole discretion unless Tenant cures such default within such ninety (90) day period. In the event that Tenant shall default in any non-monetary obligation under this Lease or shall violate or omit to perform any of the other provisions herein contained, Landlord shall give Tenant ninety (90) days prior written notice of such default, violation or omission, and this Lease Agreement may terminate in Landlord's sole discretion unless Tenant cures such default within such ninety (90) day period. In the event this Lease Agreement terminates as provided herein, Landlord shall be entitled to accelerate all rent due under this Lease Agreement and collect same from along with all costs of collection including reasonable attorney fees. Tenant agrees also to pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the covenants and agreements in this Lease Agreement, provided Landlord shall prevail in such enforcement proceeding.

16. Notices. Any notice, demand or request required or agreed to be given under the Lease Agreement by either party shall be sufficiently given when mailed by certified mail, return receipt requested addressed to the party to be notified as follows:

To Landlord:                   GSJ Properties, LLC 562 Rock Ridge Road, Fairfield CT  
06824Attn: Julie Scap

With a copy to:

\_\_\_\_\_  
Seth Cooper, Esq.  
\_\_\_\_\_  
Brody Wilkinson PC  
\_\_\_\_\_  
2507 Post Road  
\_\_\_\_\_  
Southport, CT 06825

To Tenant: Chief Administrative Officer City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604

With a copy to:  
Office of City Attorney 999 Broad Street  
Bridgeport, CT 06604

or such other address as Landlord or Tenant may from time to time designate in writing.

17. Quiet Enjoyment. Landlord covenants that upon Tenant's performing and observing all of Tenant's obligations under the Lease Agreement, Tenant may quietly enjoy the Leased Premises for the Lease Term.

18. Waiver of Liability. Anything in this Lease Agreement to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of Landlord in the Leased Premises (subject to prior rights of any mortgagees of the premises) for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease Agreement to be performed by Landlord, and no other assets of Landlord or any partner, member, officer, representative, employee, principal, or investor shall be subject to levy, execution, attachment, or other procedure for the satisfaction of the Tenant's remedies.

19. No Representations. Neither Landlord nor Landlord's agents have made any representation, warranty, or promise with respect to the Leased Premises except as herein expressly set forth.

20. Successors and Assigns. This Lease Agreement and the covenants and conditions herein contained shall be binding upon and shall inure to the benefit of the parties, their heirs, successors and assigns, except as otherwise provided herein. Upon any sale or other transfer (whether voluntary or by operation of law) by Landlord of its interests in the Leased Premises, Landlord shall be relieved of any obligations under this Lease Agreement occurring thereafter.

21. Entire Agreement. This Lease Agreement contains the entire agreement between the parties, and it may not be changed orally or by an agreement between the parties unless in writing, signed and acknowledged by the parties or their successors. ?

22. Waiver. Neither the failure of a party to complain of any act or omission on the part of



the other party (however long the same may continue), nor the payment or acceptance of rent, nor the performance of any obligation, shall be deemed to be a waiver of any rights hereunder or of the right to recover the amount of any payment or the cost of any performance made or done under protest, whether or not such protest was made in writing. No waiver by either party shall be effective unless in writing and signed by the party asserted to have made such waiver. No waiver of any breach of any provision of this Lease Agreement shall be deemed a waiver of a subsequent breach of any provision of this Lease Agreement or consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the grant of such consent or approval on any one occasion shall not constitute the consent or approval of (i) any other action on the same occasion, or (ii) the same action on a subsequent occasion. Each right and remedy which either party may have under this Lease Agreement or by operation of law shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative, and none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised, and any two or more or all of such rights and remedies may be exercised at the same time or successively.

23. Costs of Performance. Wherever this Lease Agreement requires the performance of an act by either party, such party shall perform the act at its own cost and expense, unless expressly provided to the contrary.

24. Subordination of Lease. This Lease Agreement and the term and estate granted herein are and shall be subject and subordinate to the lien of all institutional mortgages which may now or at any time hereafter affect all or any portion of the Landlord's interest in the Leased Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof.

25. Partial Invalidity. If any provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be adjudged invalid by a court of competent jurisdiction, the remainder of this Lease Agreement (and the application of such provision to other persons or circumstances) shall not be affected thereby.

26. Applicable Law. This Lease Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut.

27. Execution and Counterparts. This Lease Agreement, or any abstract, memorandum or short form of this Lease Agreement, or both, may be executed in two or more counterparts each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first above written.

Landlord: GJS Properties, LLC

By: \_\_\_\_\_  
Julie Scap  
Its Member

Tenant: City of Bridgeport

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

Bridgeport Police Department  
300 Congress Street  
Bridgeport, CT 06604

January 9, 2024

Lydia Martinez, City Clerk  
Office of the City Clerk  
Bridgeport City Council  
45 Ly9on Terrace  
Bridgeport, CT 06604

***Re: Lease of Acquisition of 405-435 Congress Street, Bridgeport, Connecticut***

Dear Ms. Martinez:

The Police Department has requested permission to lease or acquire 405-435 Congress Street, Bridgeport, Connecticut which is a parking lot currently leased to the City of Bridgeport.

I have attached the Lease Agreement which provides the terms of the proposed Lease. Over the past many years, the Police Department has leased this parking lot. This correspondence may also seek acquisition of this lot through eminent domain. A copy of an appraisal is attached in light of possible acquisition.

In determining the proposed agreement between the parties, we considered both a Lease of a taking via eminent domain. The current owner wants a Lease for the location. We feel that an eminent domain is in the City's best interest and would choose that over a Lease.

The proposed term of the Lease Agreement is a 60-year period, with a commencement date soon after Council approval. The Agreement allows for the parties to negotiate an extension of the Lease term for three additional 20-year terms. The rent will be based on what the parties agree to at that time. The City of Bridgeport is responsible for the construction, repair and maintenance of the facility. Furthermore the City of Bridgeport is responsible for insuring the facility.

In light of the above, the Bridgeport Police Department respectfully requests that the matter be placed on the City Council Agenda. Attached is a proposed resolution to formalize the agreement between the City of Bridgeport and the Aquarion Water Company of Connecticut. We believe that this Lease Agreement will be mutually beneficial and will contribute positively to the community.

Please feel free to contact us if you require any additional information or have any questions regarding this proposal. We look forward to your prompt attention to this matter.

The Bridgeport Police Department respectfully requests that this matter be placed on the City Council Agenda. Attached is a proposed resolution.

Respectfully submitted,

Roderick Porter  
Chief, Bridgeport Police Department

**Prepare resolutions  
Resolution**

WHEREAS, the Bridgeport Police Department requested to lease property or acquire via eminent domain currently rented by the City of Bridgeport as police parking;

WHEREAS, various employees of the Police Department and the City Finance Department have reviewed the area to be leased or acquired via eminent domain;

WHEREAS, the attached Lease Agreement sets forth the rights being granted to the City of Bridgeport and the various protections being granted to the Owner in terms of obligations to restore, indemnification and insurance;

WHEREAS, an appraisal was prepared to determine if eminent domain was in the best interests of the City of Bridgeport versus a new Lease;

WHEREAS, the Lease Agreement/Eminent Domain is believe to be in the best interests of the City of Bridgeport.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FO THE CITY OR BRIDGEPORT THAT:**

The Lease Agreement/Eminent Domain is hereby approved and the Mayor or the Police Chief are each authorized to execute the Lease Agreement and to execute all other documents and take all necessary action in connection therewith consistent with this resolution and in the best interests of the citizens of Bridgeport.

Item No. :

**BE IT RESOLVED** by the City Council of the City of Bridgeport that the attached Lease Agreement or Eminent Domain of 405-435 Congress Street, Bridgeport, Connecticut.

**BE IT FURTHER RESOLVED**, that the Mayor, or his designee the Director of Finance, are hereby authorized to enter into this Lease Agreement or acquire via Eminent Domain in substantially the form attached hereto and, upon consultation with City Attorney's Office, are further authorized to take all other actions and do all other things necessary including executing such other insurance documents as may be necessary in furtherance of the purpose of, and consistent with, this resolution and the best interests of the City of Bridgeport and its citizens.



APPRAISAL REPORT OF  
PROPERTY OWNED BY

G J S Properties, LLC

LAND LOCATED AT  
205-245 Congress Street  
Bridgeport, Connecticut

Effective Date: August 1, 2023

THIS REPORT IS WRITTEN AT THE REQUEST OF:

Attorney Russell D. Liskov  
Of Counsel,  
Office of the City Attorney  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604

BY

VIMINI VALUATION SERVICES LLC  
REAL ESTATE APPRAISERS AND ANALYSTS  
BRIDGEPORT, CONNECTICUT

(CongressST205-245 Valuation Report) 2023

August 10, 2023

Attorney Russell D. Liskov  
Of Counsel,  
Office of the City Attorney  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604

Re: 205-245 Congress Street (GJS Properties, LLC)  
Bridgeport, Connecticut

Dear Attorney Liskov:

In accordance with your request to perform a valuation of the above captioned properties, and issuing my findings to you, I submit this appraisal report. The purpose of this valuation is to estimate the value of the underlying land for acquisition purposes. The sales comparison approach is used herein, as the property consists of mostly vacant land with the improvements having no contributory value to the client, which is typically valued by this method since it is the most reliable and appropriate. Fee Simple Interest is appropriately determined, as there are no known, existing long-term leases on the property.

The undersigned appraisers certify that this appraisal report has been prepared in conformance with the Uniform Standard of Professional Practice (USPAP) and conforms to the standards of the Appraisal Institute. The intended user of this report is the above referenced client, who is assumed to be familiar with and have knowledge of the subject property.

The subject property is a parking lot fronting Congress and Chapel Streets across from the City of Bridgeport Police Headquarters. The parcel consists of three contiguous sites measuring a total of 23,250 square feet or .5337 acres. The subject property has extensive frontage along two streets and has a gradual sloping topography with an assumed developable soil content. The new municipal zoning in the City of Bridgeport, effective January 01, 2022, classifies the subject site a "DX2, Downtown Support Zone which is a district that is intended for the areas surrounding the downtown core, where buildings may be single or mixed use with mainly offices, residences, and other commercial uses.



Re: 205-245 Congress Street (GJS Properties, LLC)

The analysis of the subject property required research of market data through many sources; the appraisers files, commercial data banks, commercial record, local multiple listing service, local brokers and appraisers, as well as the appraisers field review; and the review of online city records. From this collection of data, the appraiser determined that the sales comparison approach is most appropriate. This approach is provided in this report. Observation of the property was performed on several occasions from the street.

Based on this inspection, and the investigation and analysis of the data secured, it is my opinion that the value of the underlying land in *Fee Simple Estate* of the property, as of August 1, 2023, is the amount of:

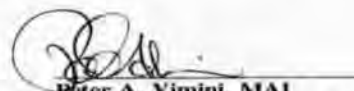
**Three Hundred and Forty-Seven Thousand Dollars**

**(\$347,000.00)\***

**\*Value is IN AN UNCONTAMINATED STATE.** The appraiser is unaware of any studies of the soil content, and has no knowledge as to whether the subject property may be affected by Connecticut Public Act 85-443 (super lien law) or Public Act 84-535 (an act concerning clarifications of permits for hazardous liability resulting from any soil contamination due to the storage of hazardous waste). This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material, automobiles and/or chemical spills which may have occurred on this property or via contamination from adjoining properties, over past years. The appraiser, however, was not privy to any site assessment, clean-up costs, estimates etc. and thus, could not take these factors into consideration in the analysis, nor reasonably quantify the effect of these conditions or any stigma which may be inherent in the subject property as a result of contamination. It is also worthy to note that the appraiser is not qualified to detect the existence of substances such as lead, urea-formaldehyde, radon gas, foam insulation, asbestos, or other potentially hazardous waste material that may have an effect on property value. The appraiser reserves the right to amend this report, at an additional fee, pending the findings of any site or environmental assessment report as to the presence of any on-site toxic, hazardous wastes or contaminants that may affect the value of the property. ***The user of this appraisal report is warned that the value conclusion derived herein is considered in a clean and uncontaminated state, and that seeking legal and environmental advice as to the preceding issues is strongly recommended.***

***NOTE: The valuation determined used the value of the property in a clean state as a baseline by use of the Sales Approach.***

Respectively submitted,



**Peter A. Vimini, MAI**  
Certified General  
Type of License                      0000605  
Number

Expires 4/30/2024

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**SUMMARY OF SALIENT FACTS AND CONCLUSION**

Land Area:	Approximately .5337 acres or 23,250 sq ft
Property Rights Appraised:	Fee Simple Estate
Effective Date:	August 1, 2023
Zoning:	"DX2" Downtown Support zoning district
Property Use:	Parking lot
Highest and Best Use:	Uses permitted by zoning regulations which include Residential/Office/ Retail Development

**Opinion of Value - Sales Comparison Approach:**

<b><i>Market Value of the Property</i></b>	<b>\$347,000</b>
--	------------------

**Assumptions:**

- 1). Report assumes property is clean. No environmental reports were presented to the appraiser.
- 2). Highest and best use determined herein, is assumed to be *an economic use*. "Non-economic considerations (e.g., value to the public, value to the government or community development goals)" is not considered herein and not an appropriate Highest and best use determination based on the intended use of the appraisal.
- 3). Other: Appraisal does not include valuation of any timber, mineral, water, emblements, or fixture rights and values.

**PHOTOGRAPHS OF PROPERTY**



AERIAL VIEW OF PROERTY AND SURROUNDING LAND  
*See Additional Photographs in Appendix*



**CITY OF BRIDGEPORT GIS MAPPING OF PROPERTY**

## **PURPOSE OF THE APPRAISAL**

The purpose of this appraisal is to estimate the market value of the property. The opinion of value stated in this report is in *Fee Simple Interest*. The effective date of appraisal is August 1, 2023. The opinion of value stated in this report is based on the Sales Comparison Approach.

## **MARKET VALUE DEFINITION**

"*Market Value*" referred to in this report is defined by the Title XI of the Federal Financial Institution Reform, Recovery and Enforcement Act of 1989 (FIRREA), to mean the most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and each, acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale<sup>1</sup>.

## **ESTIMATION OF EXPOSURE AND MARKET TIME**

Exposure time is defined in accordance with Uniform Standard of Professional Practice (USPAP), and standards of the Appraisal Institute as "estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of appraisal."

As previously noted, market values derived, are based on that of a current sale, one occurring within a reasonable exposure time of twelve months. Reasonable exposure time inherent in the market value concept is presumed to precede the effective date of the appraisal. Appropriate market time is forecasted to occur within twelve months subsequent to the date of appraisal.

---

<sup>1</sup> The "most probable price" as stated in this definition is defined by the appraiser to be the same as "most probable selling price" as follows: "The price at which a property would most probably sell if exposed on the market for a reasonable time under the market conditions prevailing on the date of the appraisal." Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> ed. (Chicago: Appraisal Institute, 2015). Reasonable exposure time inherent in the market value concept is always presumed to precede the effective date of the appraisal.

## **SCOPE OF THE APPRAISAL**

As an integral part of this report, research was conducted in the City of Bridgeport and other nearby communities, in relation to the Assessors, Clerks, and Zoning Offices for information on both the subject and comparable properties. Local Real Estate participants were contacted and with this information, the appropriate approaches to value are performed.

After determining the subject's highest and best use to be for mixed use residential or commercial use, the appraiser directed his analysis to the Sales Comparison Approach as the property primarily consists of vacant land and therefore, is most appropriately valued by this method. The value indication derived via comparison with comparable land sales was then reviewed and reconciled into a final estimate of market value.

During this process, consideration was given to the strong and weak points of each sale as it relates to the market in which the property competes, the physical and economic impact upon the property of the surrounding area, the demand for such property in its specific location, the physical and legal limitations upon the use of the site. The resulting conclusions represent the estimated defined value of the subject property, as of the effective date of appraisal, subject to the assumptions and limiting conditions contained within this report.

The valuation process also involved identification of the marketplace in which the property competes. Competing available land in the marketplace, and area demographic considerations were also considered and facilitated in identification and forecasting of supply and demand as relates to the overall property. The resulting conclusion represents the estimated defined value, as of the effective date of appraisal, subject to the assumptions and limiting conditions contained within this report.

## **INTENDED USER OF THE APPRAISAL**

The intended use of the appraisal is to establish market value of the property as of August 1, 2023, for acquisition negotiations. The intended users of this appraisal report are our clients, Attorney Russell Liskov, and the City of Bridgeport. It is further understood that the intended users of the report are the clients/addressees stated on the cover and in the letter of transmittal of this report. No other party may rely on this appraisal without written notification and our prior permission.

## TITLE HISTORY

Ownership of the subject parcels is presently in the name of GJS Properties LLC. The property was transferred to the present owner as follows.

ADDRESS	DATE OF ACQUISITION	VOLUME&PAGE	PURCHASE PRICE	TYPE OF DEED
205-221 Congress St	December 12, 1996	3649/267	\$160,000	Warranty
235 Congress St	October 26, 2022	10884/255	\$0	Quit Claim
245 Congress St	October 26, 2022	10884/279	\$0	Quit Claim

The recent transfers were related party transactions.

As of the effective date of appraisal, research of available online real estate listing services indicates that the property is not currently publicly listed for sale.

## EASEMENTS, RESTRICTIONS OR ENCUMBRANCES

None noted in the legal description cited above.

*Professional title search, however, is recommended for full disclosure of any conditions impacting the subject. If any said conditions are revealed which are considered to affect the subject value, the appraiser reserves the right to amend this appraisal at an additional fee, upon full disclosure of facts pertaining to the property, uncovered in a title search.*

## TAX DATA

Subject properties are listed in the Bridgeport Tax Assessor's records as follows:

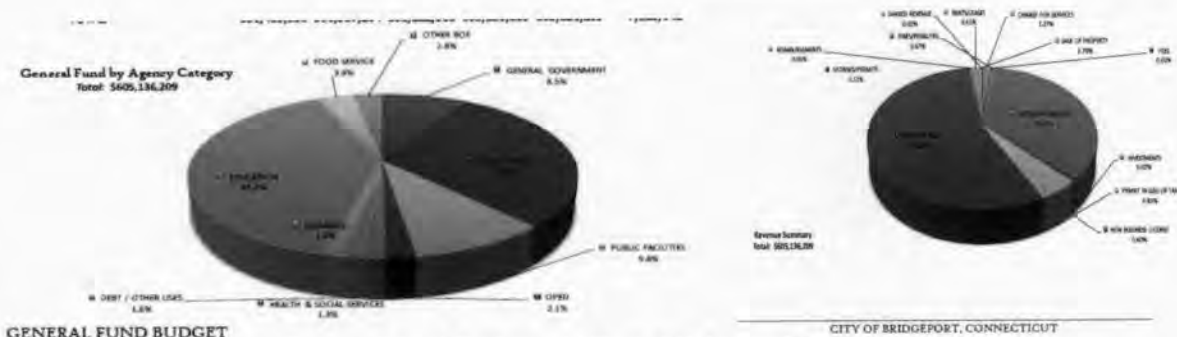
ADDRESS	ASSESSMENT	MAP,BLOCK & LOT
205-221 Congress St	\$184,140	35/908/14
235 Congress St	\$132,860	35/908/15
245 Congress St	\$129,850	35/908/16A
<b>TOTAL</b>	<b>\$446,850</b>	

Assessment \$ 446,850

Mill Rate-City of Bridgeport 2022-2023 43.45

Approximate Annual Tax Burden \$19,415.63

### City of Bridgeport Budget 2022-2023



*Source: City of Bridgeport Office of Policy and Management*



## ZONING

The subject property is in the “DX2” DX2 Downtown Edge Zone.

The DX2 zone is intended for the areas surrounding the downtown core, where buildings may be single- or mixed-use with mainly offices, residences, and other commercial uses.



### City of Bridgeport Zoning Map (effective January 01, 2022)

#### Building Location

	DX2	RX2, P2, IX, NX4	NX3	CX, I	Additional/ References
<b>3.50.4. BUILDING LOCATION. See Figure 3.50-B</b>					
Multiple Principal Buildings	allowed	allowed	allowed	allowed	
1 Lot Width	—	—	—	—	
2 Primary Streetwall	80% min.	80% min.	75% min. 150 ft. max.	—	See 3.50.30 for courtyard allowance and double frontage lots.
3 Primary Street Build-to Zone	5 ft. min. 35 ft. max.	0 ft. min. 25 ft. max.	8 ft. min. 30 ft. max.	15 ft. min. 30 ft. max.	See 3.50.10 minimum streetscape area and allowed plaza exception to build-to zone.
4 Stoop, Bay Encroachment	—	—	5 ft. max.	—	
5 Non-Primary Street Build-to Zone	5 ft. min. 15 ft. max.	0 ft. min. 25 ft. max.	10 ft. min. 25 ft. max.	0 ft. min. 25 ft. max.	
6 Side Setback	3 ft. min.	3 ft. min.	2 ft. min., min. 10 ft. total both sides	3 ft. min.	
Space between Adjacent Buildings	12 ft. min.	12 ft. min.	6 ft. min.	12 ft. min.	
7 Rear Setback	20 ft. min.	20 ft. min.	20 ft. min.	20 ft. min.	See 3.50.10 for treatment adjacent to N zones.
8 Site Coverage	95% max.	85% max.	80% max.	85% max.	See 3.20.7 for measuring site coverage.

## ZONING (continued)

### Allowed Uses

	DX2	RX2	P2	CX	IX, I	NX3, NX4	Reference
<b>3.50.9. ALLOWED USES.</b> See Article 4.0 for use definitions, specific use limitations, and other use-related regulations.							
<b>RESIDENTIAL</b>							4.30
Number of Principal Units	3 min.	3 min.	-	-	-	3 min.	
Number of Accessory Units	-	-	-	-	-	-	
Household Living	●	●	-	-	-	●	4.30.1
Group Living	●	●	-	-	-	●	4.30.2
Short-Term Rental	●	●	-	-	-	-	4.30.3
<b>COMMERCIAL</b>							4.40
Office	●	●	-	●	●	-	4.40.1
Retail & Entertainment	●	● allowed in full footprint with special permit	-	●	●	-	4.40.2
Live Entertainment Venue	-	-	-	-	-	-	4.40.3
Consumer Service, Indoor	●	●	-	●	●	-	4.40.4
Funeral & Mortuary Service	-	●	-	●	●	-	4.40.5
Self-Service Storage, Indoor	-	-	-	○ SP	○ SP	-	4.40.6
Consumer Service, Outdoor	●	●	-	●	●	-	4.40.7
Light Vehicle Sales & Service	-	-	-	○ CL	-	-	4.40.8
Heavy Sales & Service	-	-	-	●	●	-	4.40.9
Wholesale Sales	-	●	-	●	●	-	4.40.10
Controlled Sales & Service	-	-	-	-	-	-	4.40.11
Cannabis Sales	○ CL	○ CL	-	○ CL	○ CL	-	4.40.12
Cannabis Growing	○ CL	○ CL	-	○ CL	○ CL	-	4.40.12
Parking, Non-Accessory	○ SP	○ SP	○ SP	○ SP	○ SP	-	4.40.13
Sexually Oriented Business	-	-	-	-	-	-	4.40.14
<b>MANUFACTURING &amp; INDUSTRY</b>							4.50
Manufacturing, Low-Impact	●	●	-	●	●	-	4.50.1
Manufacturing, Moderate-Impact	-	-	-	●	●	-	4.50.2
Warehousing & Distribution	-	-	-	●	●	-	4.50.3
Heavy Industry	-	-	-	-	-	-	4.50.4

**KEY:** ● = Allowed Use   ● = Allowed in Upper Stories Only   ● = Limited to No More than 25% of Footprint  
 ○ SP = Requires Special Permit   ○ CL = Requires Certificate of Location Approval   - = Not Allowed

### Conclusion

Subject parking use is an allowed use by special permit. Use is currently considered a grandfathered use.

For a more detailed explanation of this zoning district and its criteria the reader is referred to the zoning regulations of the City of Bridgeport.

### PROPERTY DESCRIPTION

- Location: Situated in the downtown section of the city across from Police Headquarters.
- Size: Approximately 0.5337 acres or 23,250 square feet.
- Shape: Rectangular - see copy of map in appendix.
- Topography & View: The site slopes downward from its westerly boundary towards its easterly boundary.  
  
Overall view amenity is considered good, typical of an inner city setting.
- Soil Content: Unknown. The appraiser, however, was not privy to any site assessment, clean-up costs, estimates etc. and therefore, could not take these factors into consideration in the analysis, nor reasonably quantify the effect of these conditions or any stigma which may be inherent in the subject property as a result of this contamination. **The user of this appraisal report is warned that the value conclusion derived herein, is considered in a clean and uncontaminated state, and that seeking legal, and environmental advice as to the above issues is strongly recommended.**
- Street Frontage: The parcels together have 222.15 feet along Congress Street and 309.26 feet along Chapel Street.

**PROPERTY DESCRIPTION** (Continued)

Utilities:

Those available to the site include:

Public Water

Sewage Disposal: City Sewers in City of Bridgeport

Storm Sewers: City of Bridgeport

Gas

Telephone Services

Electrical Services

Environmental  
Concerns:

No known environmental study(s) to determine to what extent, if any, soil contamination may have occurred at the property, was disclosed to the appraiser. This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material and/or chemical spills which may have occurred on this property, or spillage from adjoining properties, over the years. No evidence of contamination or hazardous material used in the construction or maintenance of any improvements was observed on the date of the inspection. The appraiser, however, is not qualified to detect such substances, including the existence of urea-formaldehyde, radon gas, foam insulation, asbestos, lead paint, or other potentially hazardous waste material that may influence the value of the property. The client is urged to retain an expert in this field if desired.

Site Improvements:

The site is improved with asphalt parking for 70 spaces.

## Bridgeport

Bridgeport is a larger medium-sized coastal city (i.e., on the ocean, a bay, or inlet) located in the state of Connecticut. With a population of 148,654 people and 38 constituent neighborhoods, Bridgeport is the largest community in Connecticut. Bridgeport has an unusually large stock of pre-World War II architecture, making it one of the older and more historic cities.

Unlike some cities where professional or trade occupations dominate the local economy, Bridgeport is neither predominantly one nor the other. Overall, Bridgeport is a city of service providers, sales and office workers, and professionals. There are especially a lot of people living in Bridgeport who work in office and administrative support (12.06%), sales jobs (9.08%), and healthcare support services (8.50%).

Bridgeport is also nautical, which means that parts of it are somewhat historic and touch the ocean or tidal bodies of water, such as inlets and bays. Quite often, nautical areas such as these attract visitors and locals who come to enjoy the scenery and various waterfront activities. A lot of people in Bridgeport take the bus for their daily commute. For the size of the city, the number of people who use public transportation is quite high. For many people in Bridgeport, this fills their need for low-cost transportation.

In terms of college education, Bridgeport is nearly on par with the US average for all cities of 21.84%: 19.69% of adults 25 and older in Bridgeport have a bachelor's degree or advanced degree.

The per capita income in Bridgeport in 2018 was \$24,430, which is low income relative to Connecticut, and lower middle income relative to the rest of the US. This equates to an annual income of \$97,720 for a family of four. However, Bridgeport contains all levels of income.

*Source: Neighborhood Scout*

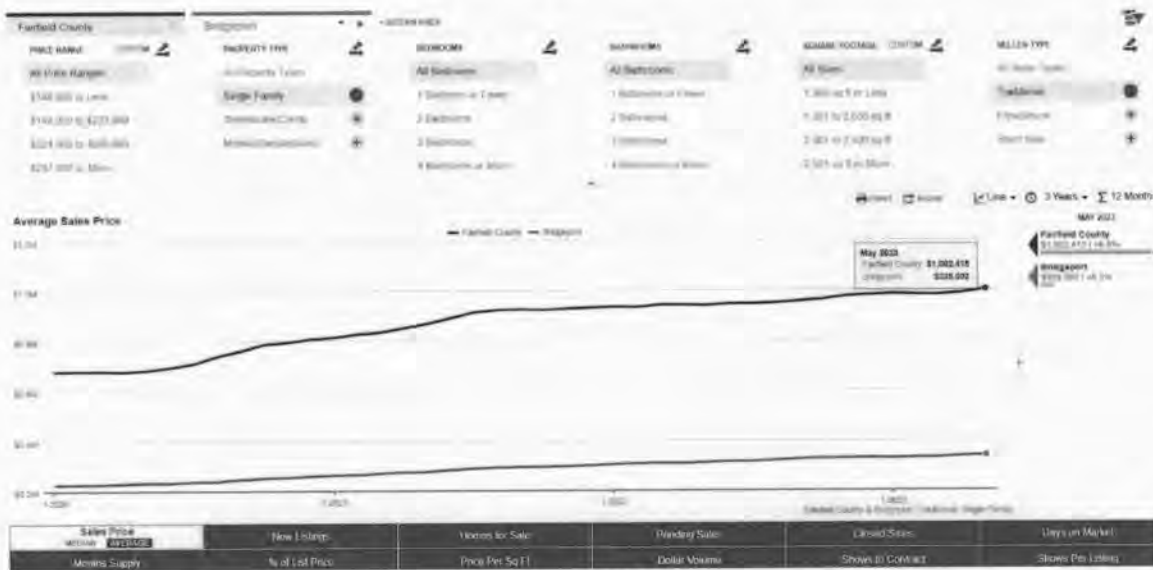
## MARKET DATA-BRIDGEPORT, CT

There are 54 active home listings in Bridgeport in Connecticut thus far in 2023 with 53 pending 46 home listings that expired/price reduced, and 21 off market sales. Bridgeport homes, on average, were selling for approximately \$328,327. Bridgeport homes on average are selling between 0-90 days. Approximately 667 single-family homes sold in Bridgeport for 2022, down from approximately 786 homes in the prior year 2021.

### Bridgeport Overview Thus Far 2023

<u>Active Homes</u> 2023	<u>New Listings</u> 2023	<u>Sold Homes</u> 2023	<u>Expired/Price</u> <u>Reduction</u> 2023
<b>54</b>	<b>289</b>	<b>223</b>	<b>46</b>

### Fairfield County, City of Bridgeport Comparison- (Single-Family, Traditional Sale) *Single Family Residential*



**Source: CT MLS**

Compared to Fairfield County (which historically trends higher), the City of Bridgeport single-family homes (Traditional Sale) are selling for an average thus far in 2023 of approximately \$339,002. Historically, since 2013, single-family homes in Bridgeport were hovering at approximately \$170,000-\$200,000. Both respective regions have seen increases in sales prices since 2020 for single-family homes (traditional sales), steadily increasing per year. However, the City of Bridgeport's spikes in sale price increases for single-family homes were not as commanding as Fairfield County. The number of days to market has decreased substantially since 2020 in both regions where homes were spending approximately 70-90 days on market at the peak in 2020 and, slowly declined over the past three years, sitting at approximately 40-50 days as of Q2 of 2023. Single family home availability is on the decline rapidly since 2020, from approximately 5-8 months' supply at the beginning of 2020 to approximately 2-3 months supply

**MARKET DATA-BRIDGEPORT, CT**  
**Single Family Residential/Traditional Sale) -Bridgeport, CT**

as of Q2 2023. With only a handful of new single family home developments in the City of Bridgeport, the price of homes could see an increase from list price to close price. A lot of new developments for residential living is being seen in the multi-family and condo/townhouse real estate markets. Additionally, with more home availability in surrounding towns, buyers may be looking to surrounding towns and cities of Bridgeport.

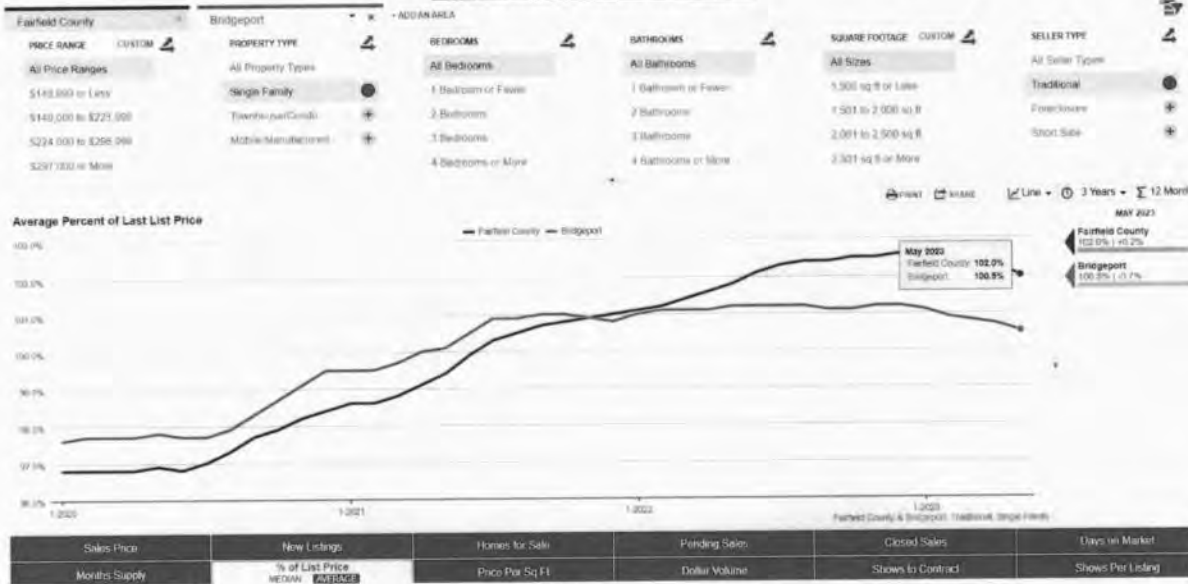


Since Q2 of 2021, the percentage of list price to close price still remains above 100%. We are seeing closing prices either stable or higher than the list price being received as home availability decreases in both respective regions, the City of Bridgeport and Fairfield County.

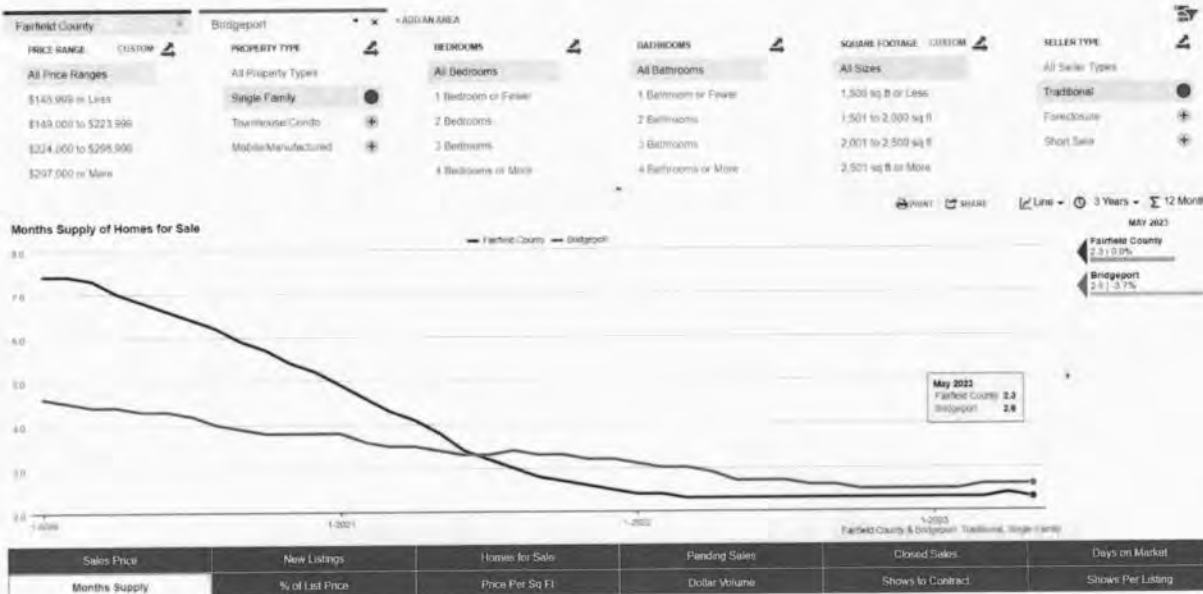
# MARKET DATA-BRIDGEPORT, CT

## Single Family Residential/Traditional Sale) -Bridgeport, CT

### Percentage of List Price



### Months Supply of Homes





**MARKET DATA-BRIDGEPORT, CT (continued)**  
***Local Market Update-Bridgeport, CT***

**Local Market Update – May 2023**

A Research Tool Provided by SmartMLS



**Bridgeport**

Fairfield County

Single Family	May			Year to Date		
	2022	2023	% Change	Thru 5-2022	Thru 5-2023	% Change
<b>Key Metrics</b>						
New Listings	62	59	- 4.8%	328	253	- 22.9%
Pending Sales	45	57	+ 26.7%	296	223	- 24.7%
Closed Sales	52	41	- 21.2%	305	204	- 33.1%
Days on Market Until Sale	37	54	+ 45.9%	46	56	+ 21.7%
Median Sales Price*	\$315,000	\$315,000	0.0%	\$305,000	\$315,000	+ 3.3%
Average Sales Price*	\$334,962	\$350,828	+ 4.7%	\$313,378	\$328,272	+ 4.8%
Percent of List Price Received*	102.7%	101.3%	- 1.4%	101.4%	100.1%	- 1.3%
Inventory of Homes for Sale	121	94	- 22.3%	—	—	—
Months Supply of Inventory	1.8	2.0	+ 11.1%	—	—	—

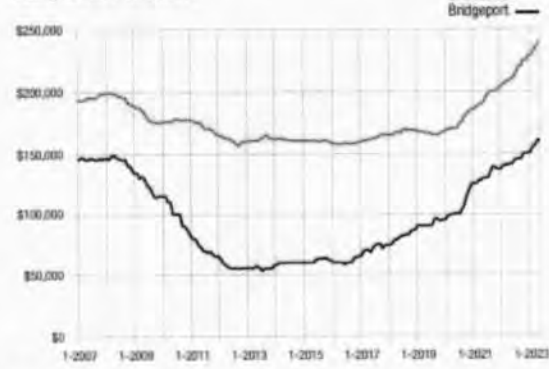
Townhouse/Condo	May			Year to Date		
	2022	2023	% Change	Thru 5-2022	Thru 5-2023	% Change
<b>Key Metrics</b>						
New Listings	38	26	- 31.6%	186	142	- 23.7%
Pending Sales	28	31	+ 10.7%	154	149	- 3.2%
Closed Sales	31	21	- 32.3%	158	131	- 17.1%
Days on Market Until Sale	36	55	+ 52.8%	57	57	0.0%
Median Sales Price*	\$150,000	\$192,500	+ 28.3%	\$140,500	\$160,000	+ 13.9%
Average Sales Price*	\$164,824	\$186,844	+ 13.4%	\$150,517	\$169,445	+ 12.6%
Percent of List Price Received*	101.3%	101.3%	0.0%	100.0%	100.4%	+ 0.4%
Inventory of Homes for Sale	74	50	- 32.4%	—	—	—
Months Supply of Inventory	1.9	1.7	- 10.5%	—	—	—

\* Does not account for sale concessions and/or downpayment assistance. | Percent changes are calculated using rounded figures and can sometimes look extreme due to small sample size.

**Median Sales Price - Single Family**  
Rolling 12-Month Calculation



**Median Sales Price - Townhouse/Condo**  
Rolling 12-Month Calculation



A rolling 12-month calculation represents the current month and the 11 months prior in a single data point. If no activity occurred during a month, the line extends to the next available data point.

Current as of June 5, 2023. All data from SmartMLS Report © 2023 ShowingTime

## MARKET TRENDS AND CONDITIONS (Continued)

### Market Analysis-City of Bridgeport Office Space Submarket *Office Space – City of Bridgeport, CT*

Data for the analysis of the retail market in the subject's immediate area (New Canaan) is provided by CoStar, Inc., a leading provider of multifamily and commercial real estate performance information. The market area (Fairfield County) with the Submarket (City of Bridgeport) is analyzed further.

Bridgeport Office Submarket Stamford - CT	5M ↓ Inventory SF	0 ↓ 12 Mo Net Absorp SF	36.4K ↓ 12 Mo Delivered SF	8.1% ↓ Vacancy Rate	\$24.92 ↓ Market Rent/SF	\$138 ↓ Market Sale Price/SF	9.6% ↓ Market Cap Rate
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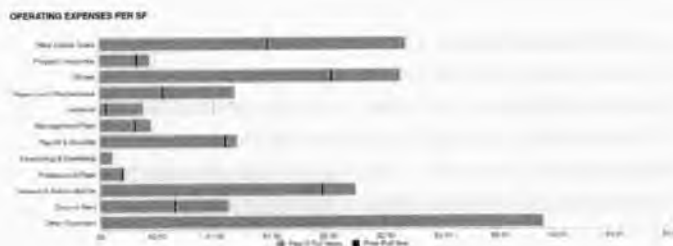
Vacancy in the Bridgeport office submarket is 8.1% and has decreased 0.7% over the past 12 months. During this period, 36,000 SF has been absorbed, and nothing has delivered. Total availability, which includes sublease space, is 10.6% of all inventory.

Space rated 1 & 2 Star is the most dominant subtype, with 2.3 million SF in this category. There is 1.7 million SF of 3 Star space and 1.0 million SF of 4 & 5 Star space.

AVAILABILITY	SUBMARKET	MARKET	INVENTORY	SUBMARKET	MARKET
Market Rent/SF	\$24.92 ↓	\$33.51 ↓	Existing Buildings	290 ↓	2,877 ↓
Vacancy Rate	8.1% ↓	13.9% ↓	Inventory SF	5M ↓	68.8M ↓
Vacant SF	406K ↓	9.5M ↓	Average Building SF	17.2K ↓	23.9K ↓
Availability Rate	10.6% ↓	19.3% ↓	Under Construction SF	0 ↓	217K ↓
Available SF	532K ↓	13.3M ↓	12 Mo Delivered SF	0 ↓	75.6K ↓
Sublet SF	15.6K ↓	2.4M ↓			
Months on Market	15.2	17.8			
DEMAND	SUBMARKET	MARKET	SALES	SUBMARKET	MARKET
12 Mo Net Absorption SF	36.4K ↓	(108K) ↓	12 Mo Transactions	10 ↓	125 ↓
6 Mo Leasing Probability	22.2%	28.2%	Market Sale Price/SF	\$138 ↓	\$245 ↓
			Average Market Sale Price	\$2.4M ↓	\$5.9M ↓
			12 Mo Sales Volume	\$21.8M ↓	\$343M ↓
			Market Cap Rate	9.6% ↓	8.5% ↓

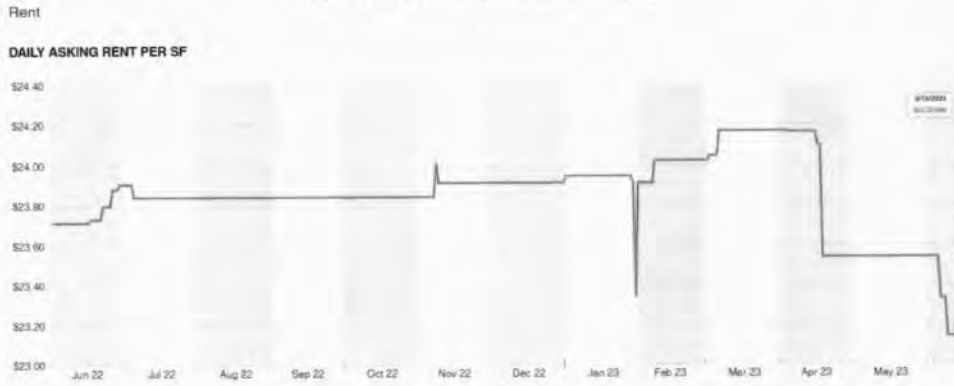
There is nothing currently under construction. In the past 12 months, 10 sales have occurred. Sales have averaged \$79/SF, and the estimated value for the submarket as a whole is \$138/SF. Over the past 3 years, there have been 32 sales, which have traded for approximately \$36.1 million. The market cap rate for Bridgeport is 9.6%, moderately above its trailing 3-year average of 8.9%.

### Office Building Operating Expenses per SF



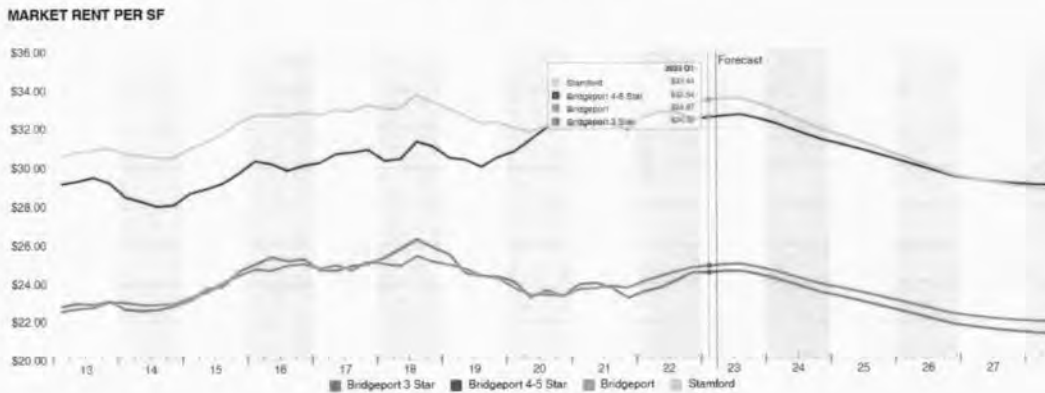
**MARKET TRENDS AND CONDITIONS...(continued)**  
**Market Rent-City of Bridgeport Office Space**

Daily Asking Rent Per SF

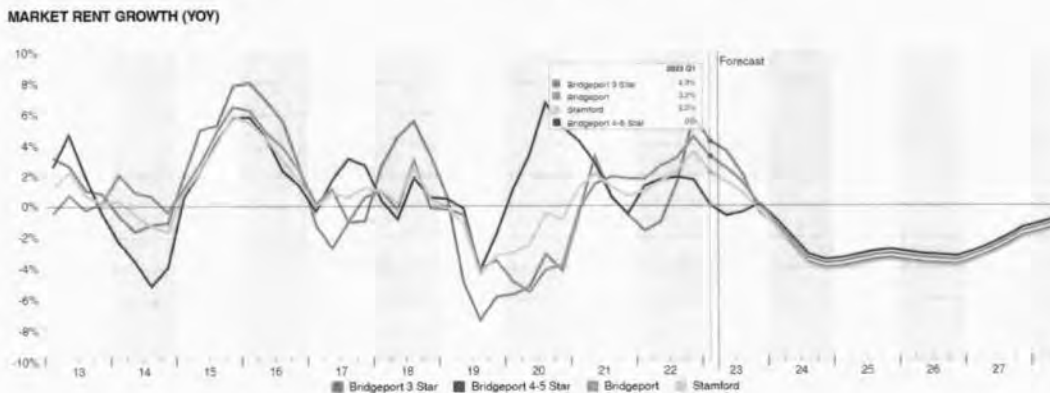


Rents are around \$25.00/SF, which is a 2.6% increase from where they were a year ago. In the past three years, rents have increased a cumulative 6.3%.

Market Rent Per SF



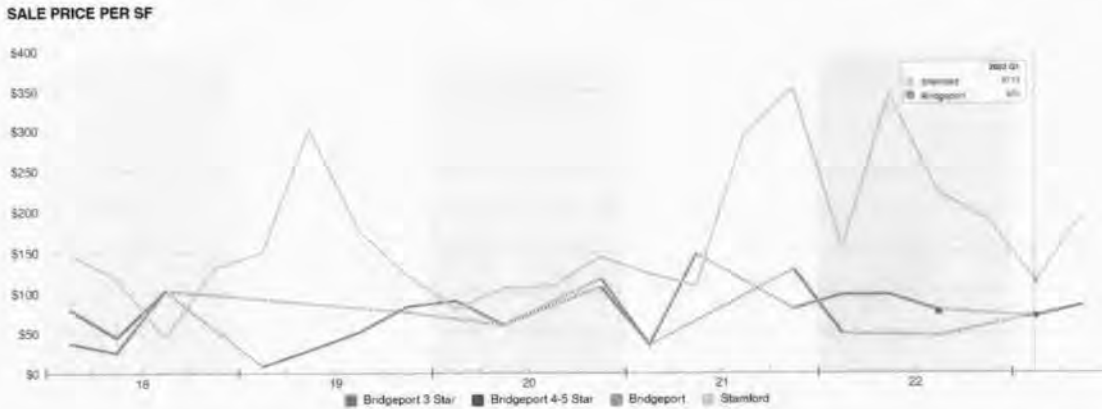
Market Rent Growth



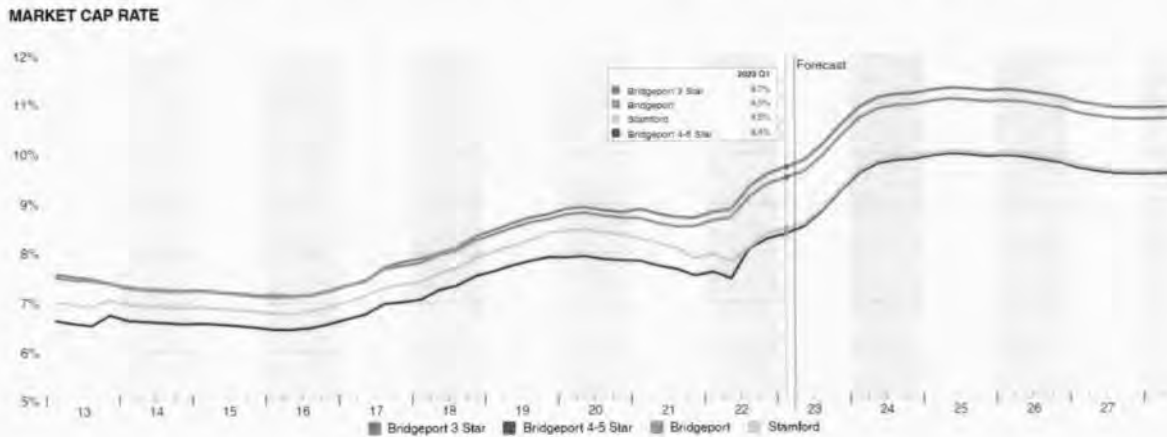
**MARKET TRENDS AND CONDITIONS...(continued)**

**Market Sales, Vacancy, Construction-City of Bridgeport Office Space**

Buyers have shown some interest in Bridgeport office buildings and have scooped up assets over the years. In the past 12 months, 10 office properties have been acquired. Over the past five years, annualized sales volume has averaged \$7.1 million. But volume hit \$22.3 million during these past 12 months, the highest level recorded over that five-year period.



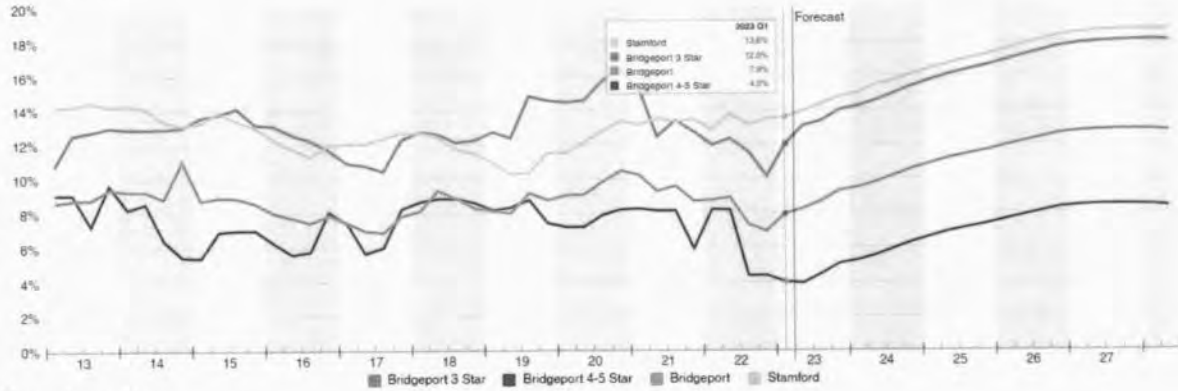
The market price, which is derived from the price movement of all office properties in the submarket, now sits at \$138/SF. That price has stumbled on a year-over-year basis, and pricing itself is structurally well below the overall average for the Stamford metro. The market cap rate has edged up in the past 12 months to 9.6%. This is the highest cap rate that has been seen in the past five years, and the rate is structurally higher here than those across the broader market.



**MARKET TRENDS AND CONDITIONS...(continued)**  
**Market Sales, Vacancy, Construction-City of Bridgeport Office Space**

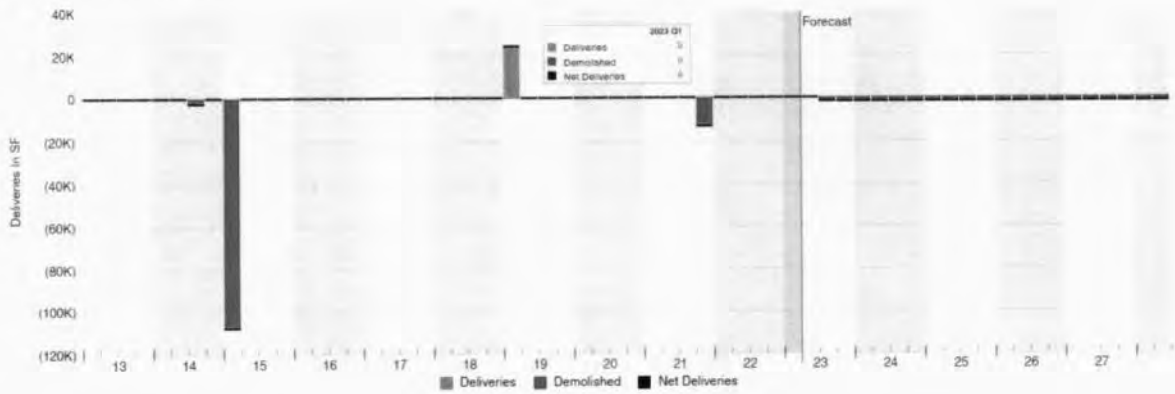
**Vacancy**

VACANCY RATE

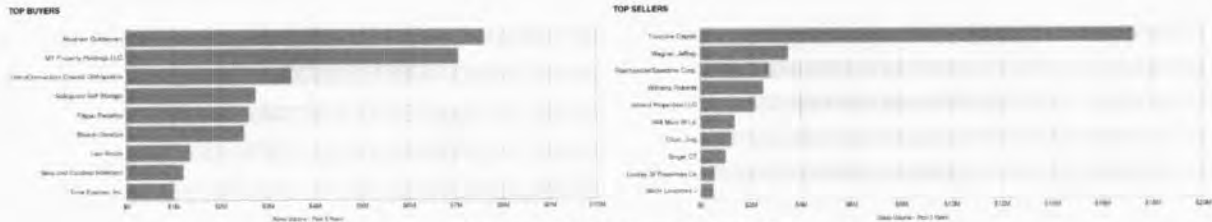


**Construction**

DELIVERIES & DEMOLITIONS



**Top Buyers/Sellers**



Source: CoStar, Movoto, LoopNet

**MARKET TRENDS AND CONDITIONS...(continued)**  
**Market Analysis-City of Bridgeport Industrial Submarket**  
**Industrial Space – City of Bridgeport, CT**

Bridgeport Industrial Submarket ▾ Stamford - CT	14.1M ↓ Inventory SF	5K ↓ Under Constr SF	313K ↓ 12 Mo Net Absorp SF	5.2% ↓ Vacancy Rate	\$9.94 ↓ Market Rent/SF	\$84 ↓ Market Sale Price/SF	8.5% ↓ Market Cap Rate
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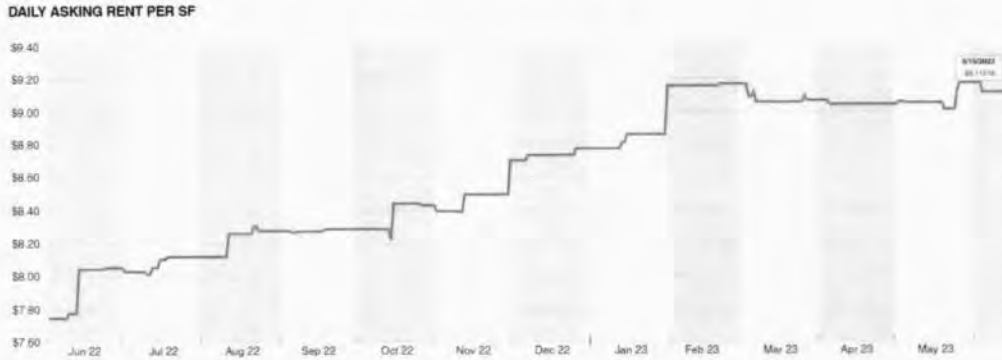
The vacancy in the Bridgeport industrial submarket is 5.2% and has decreased 2.2% over the past 12 months. During this period, 310,000 SF has been absorbed, and nothing has delivered. About 5,000 SF is under construction. 8 sales have taken place over the past year, for a total of \$6.8 million.

AVAILABILITY	SUBMARKET	MARKET	INVENTORY	SUBMARKET	MARKET
Market Rent/SF	\$9.94 ↓	\$13.57 ↓	Existing Buildings	512 ↓	2,186 ↓
Vacancy Rate	5.2% ↓	4.1% ↓	Inventory SF	14.1M ↓	63.6M ↓
Vacant SF	741K ↓	2.6M ↓	Average Building SF	27.6K ↓	29.1K ↓
Availability Rate	4.8% ↓	5.4% ↓	Under Construction SF	5K ↓	582K ↓
Available SF	681K ↓	3.5M ↓	12 Mo Delivered SF	0 ↓	75.3K ↓
Sublet SF	3K ↓	269K ↓			
Months on Market	15.9	14.4			
DEMAND	SUBMARKET	MARKET	SALES	SUBMARKET	MARKET
12 Mo Net Absorption SF	313K ↓	756K ↓	12 Mo Transactions	9 ↓	51 ↓
6 Mo Leasing Probability	29.5%	34.1%	Market Sale Price/SF	\$84 ↓	\$123 ↓
			Average Market Sale Price	\$2.3M ↓	\$3.6M ↓
			12 Mo Sales Volume	\$8.5M ↓	\$81.4M ↓
			Market Cap Rate	8.5% ↓	8.1% ↓

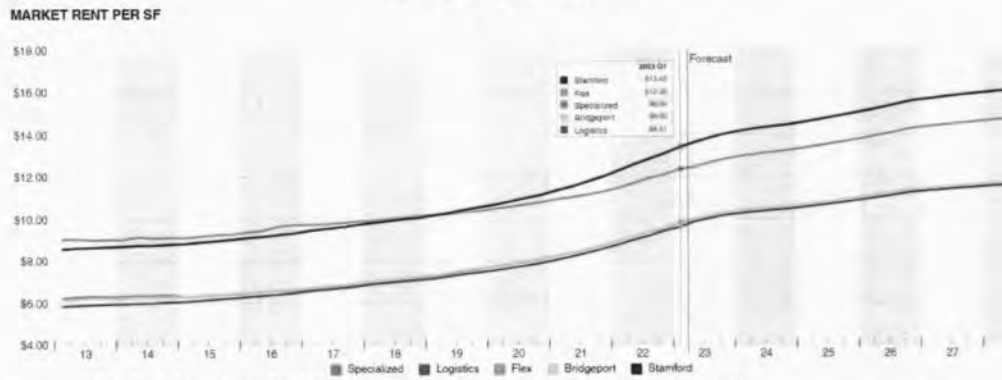
About 5,000 SF is under construction. 8 sales have taken place over the past year, for a total of \$6.8 million.

**MARKET TRENDS AND CONDITIONS...(continued)**  
**Market Rent-City of Bridgeport Industrial Space**

Daily Asking Rent Per SF

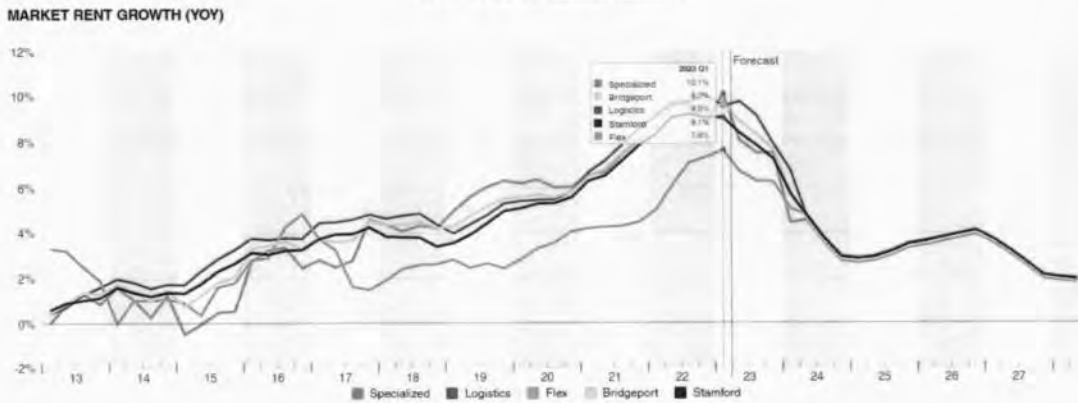


Market Rent Per SF



Rents are around \$9.90/SF, which is a 8.7% increase from where they were a year ago. In the past three years, rents have increased a cumulative 27.0%.

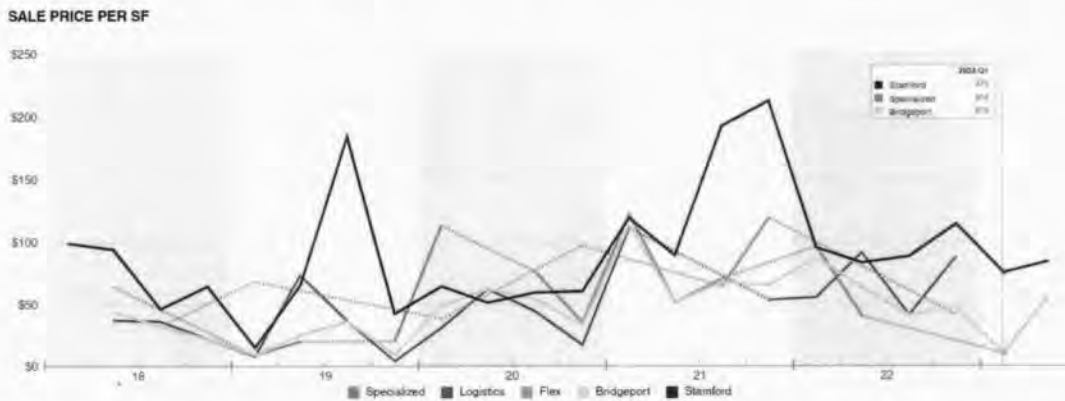
Market Rent Growth



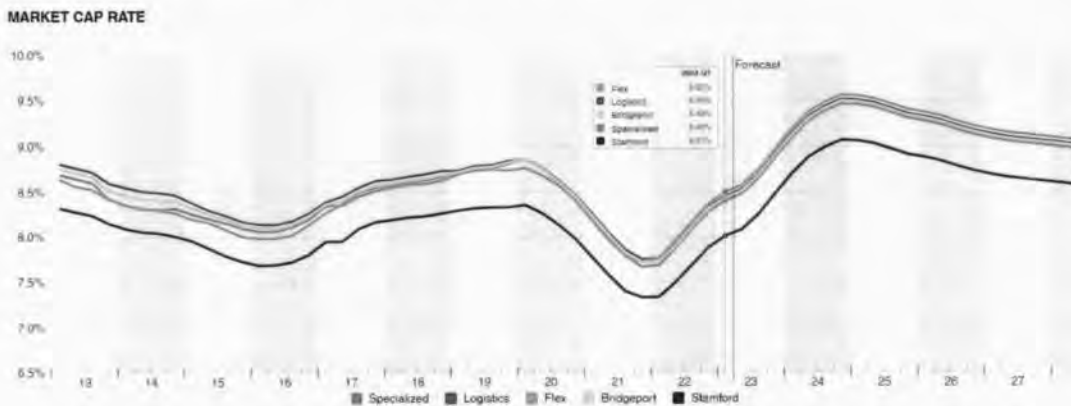
**MARKET TRENDS AND CONDITIONS...(continued)**

**Market Sales, Vacancy, Construction-City of Bridgeport Industrial Space**

The Bridgeport Submarket is a regular target among industrial buyers searching for investment opportunities in the Stamford metro. Annual sales volume has averaged \$13.9 million over the past five years, and the 12-month high in investment volume hit \$31.9 million over that stretch. In the past 12 months specifically, \$6.8 million worth of assets sold.



The market pricing, based on the estimated price movement of all facilities in the submarket, sat at \$84/SF during the second quarter of 2023. That figure is up from this time last year, and the price is a notable discount compared with the average for the region. The market cap rate has ticked up in the past 12 months, and it's still above the metro's average. The current market cap rate is above the submarket's five-year average.

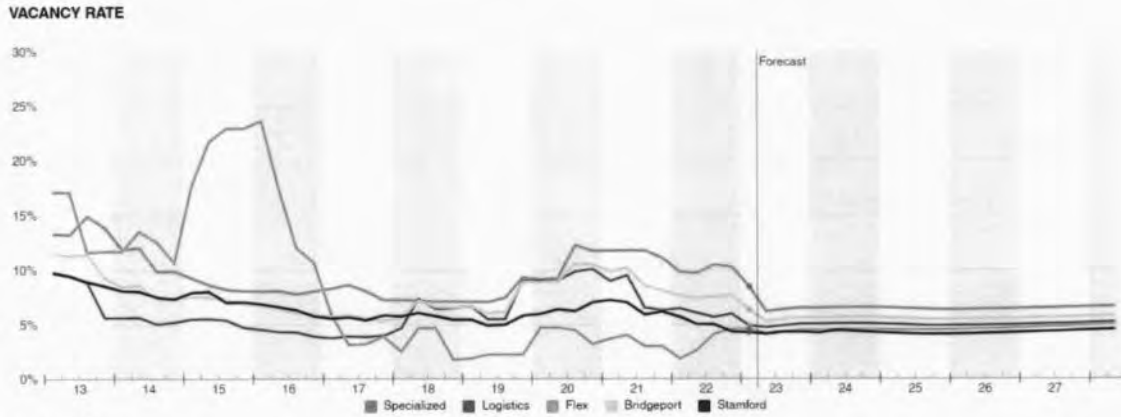




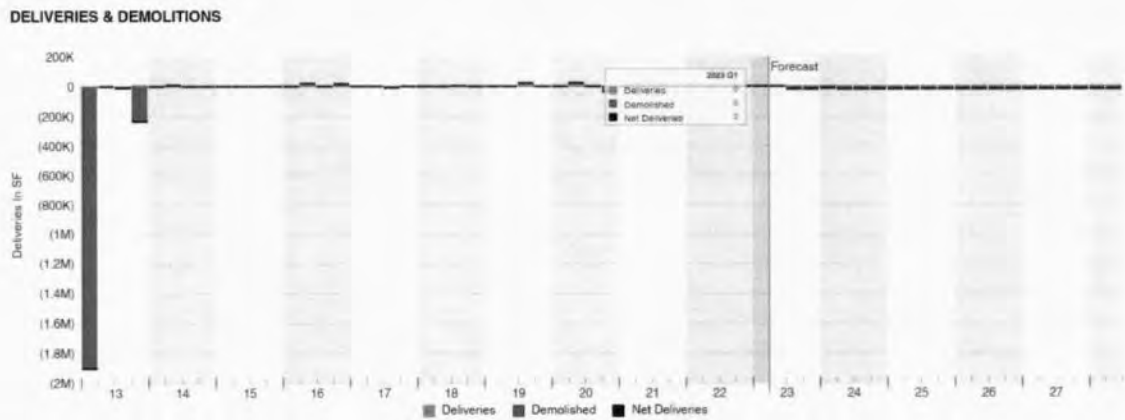
## MARKET TRENDS AND CONDITIONS...(continued)

### Market Sales, Vacancy, Construction-City of Bridgeport Industrial Space

#### Vacancy



#### Construction



#### Top Buyers/Sellers



Source: CoStar, Movoto, LoopNet

**MARKET TRENDS AND CONDITIONS...(continued)**

**Market Analysis-City of Bridgeport Commercial Retail Space Submarket**

**Commercial Retail Space-City of Bridgeport, CT**

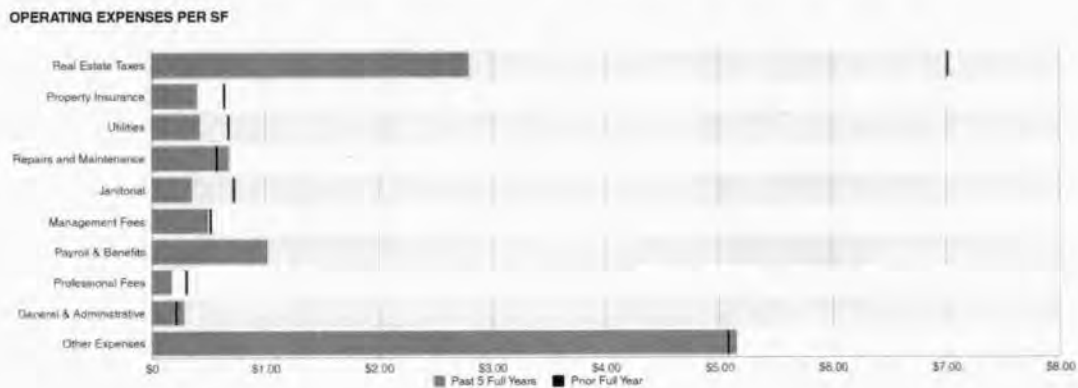
Bridgeport Retail Submarket ▾	5.5M ↓	42.9K ↓	14.5K ↓	2.6% ↓	\$17.54 ↓	\$170 ↓	7.5% ↓
Stamford - CT	Inventory SF	Under Constr SF	12 Mo Net Absorp SF	Vacancy Rate	Market Rent/SF	Market Sale Price/SF	Market Cap Rate

Vacancy in the Bridgeport retail submarket is 2.6% and has decreased 0.3% over the past 12 months. During this period, 15,000 SF has been absorbed, and 1,500 SF has been removed from inventory.

AVAILABILITY	SUBMARKET	MARKET	INVENTORY	SUBMARKET	MARKET
Market Rent/SF	\$17.54 ↓	\$30.72 ↓	Existing Buildings	652 ↓	4,808 ↓
Vacancy Rate	2.6% ↓	3.4% ↓	Inventory SF	5.5M ↓	53.1M ↓
Vacant SF	141K ↓	1.8M ↓	Average Building SF	8.4K ↓	11.1K ↓
Availability Rate	4.2% ↓	5.0% ↓	Under Construction SF	42.9K ↓	176K ↓
Available SF	233K ↓	2.7M ↓	12 Mo Delivered SF	3.9K ↓	155K ↓
Sublet SF	10.1K ↓	99.5K ↓			
Months on Market	5.1	11.8			
DEMAND	SUBMARKET	MARKET	SALES	SUBMARKET	MARKET
12 Mo Net Absorption SF	14.5K ↓	458K ↓	12 Mo Transactions	19 ↓	153 ↓
6 Mo Leasing Probability	35.4%	30.5%	Market Sale Price/SF	\$170 ↓	\$306 ↓
			Average Market Sale Price	\$1.4M ↓	\$3.4M ↓
			12 Mo Sales Volume	\$18.7M ↓	\$399M ↓
			Market Cap Rate	7.5% ↓	6.5% ↓

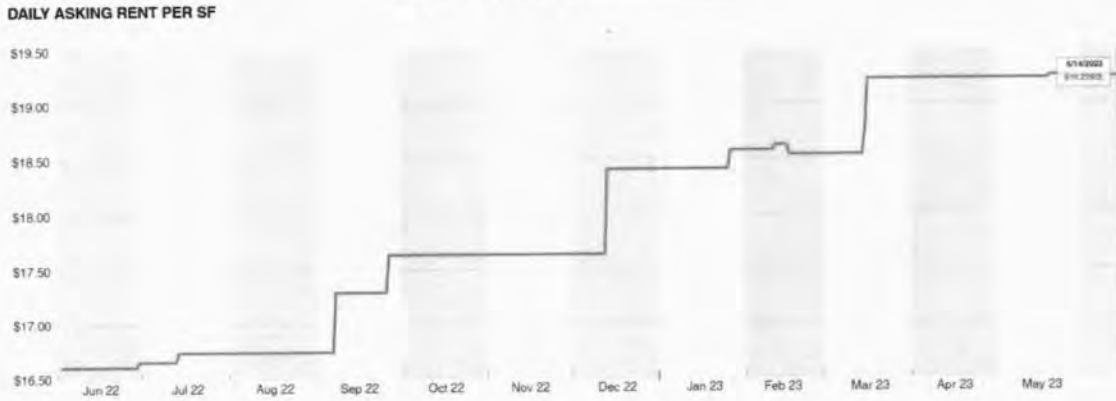
About 43,000 SF is under construction, representing a minor 0.8% expansion of inventory. 18 sales have occurred in the past 12 months. Sales have averaged \$105/SF, and the estimated value for the submarket as a whole is \$170/SF.

**Commercial Retail Building Operating Expenses per SF**



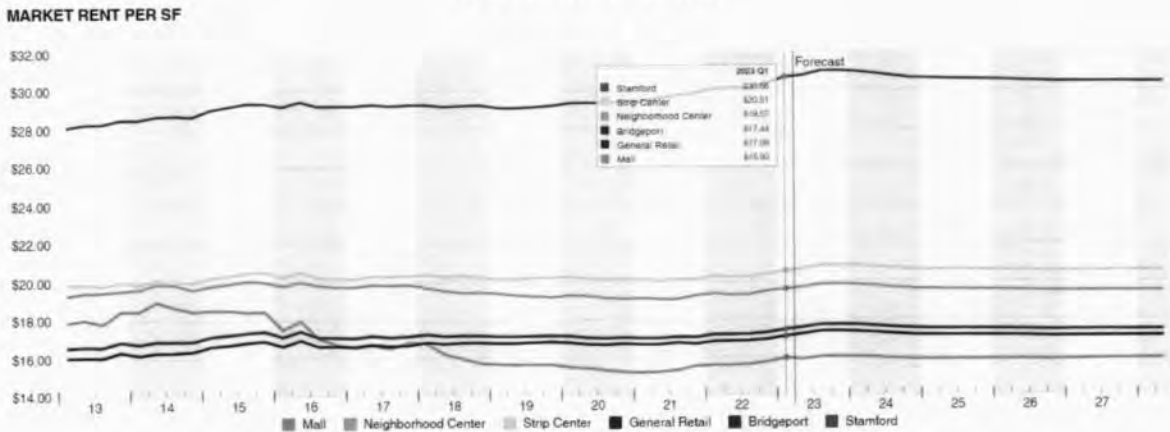
**MARKET TRENDS AND CONDITIONS...(continued)**  
**Market Rent-City of Bridgeport Commercial Retail Space**

Daily Asking Rent Per SF

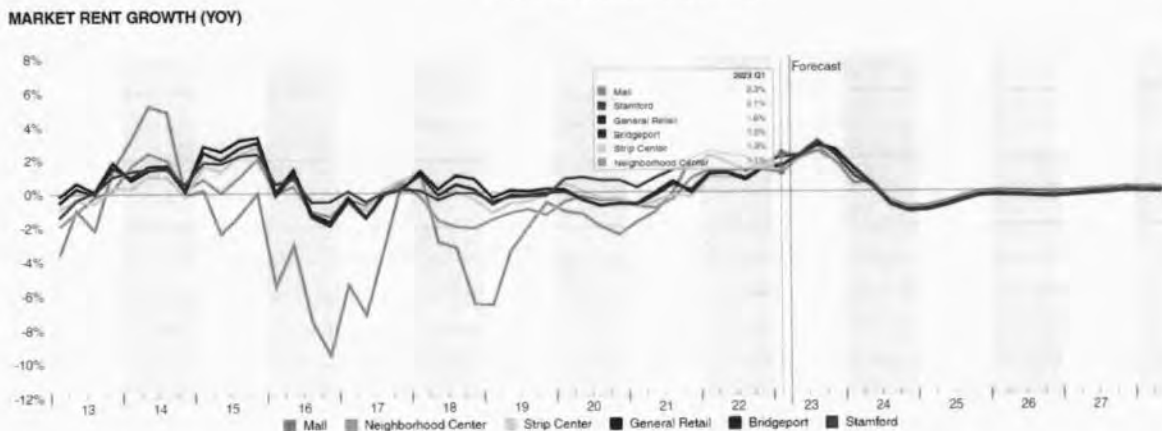


Rents are around \$17.50/SF, which is a 2.0% increase from where they were a year ago. In the past three years, rents have increased a cumulative 2.9%.

Market Rent Per SF



Market Rent Growth

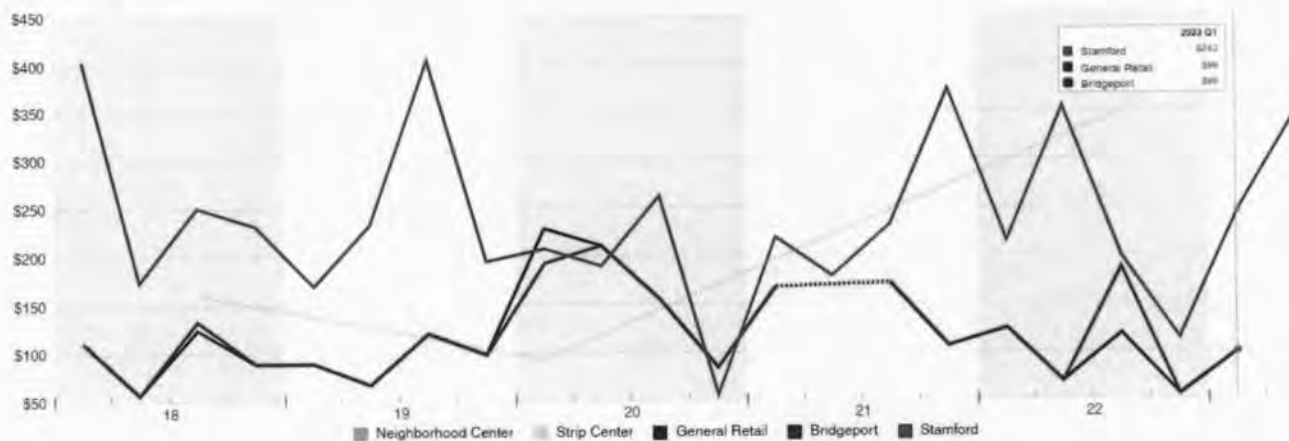


**MARKET TRENDS AND CONDITIONS...(continued)**

**Market Sales, Vacancy, Construction-City of Bridgeport Commerical Retail Space**

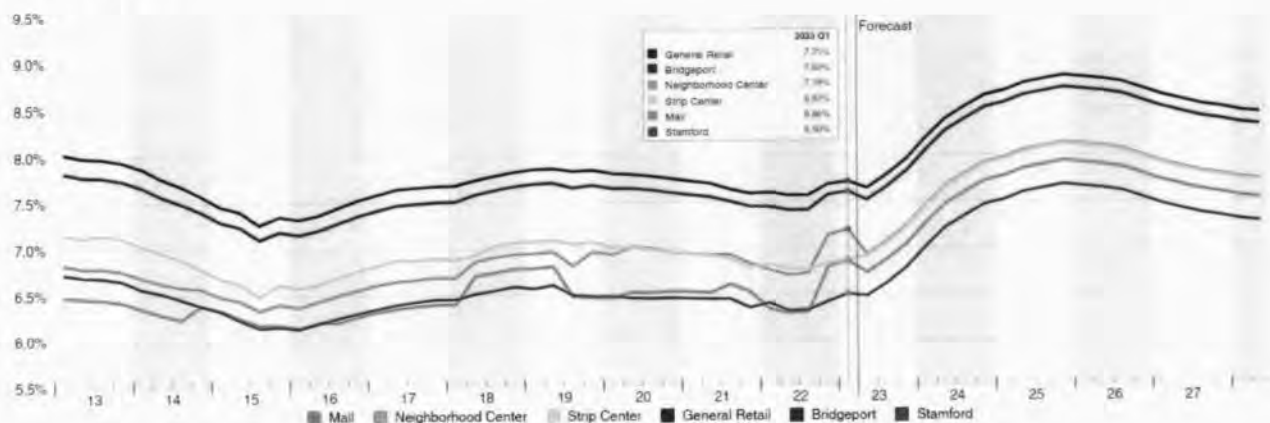
Bridgeport is a regular target among retail investors in the Stamford metro. Annual sales volume has averaged \$19.9 million over the past five years, including a 12-month high of \$28.0 million over that stretch. The recorded transaction volume here reached \$18.4 million in the past year. The general retail sector drove that volume.

**SALE PRICE PER SF**



Market pricing, based on the estimated price movement of all properties in the submarket, sat at \$170/SF during the second quarter of 2023. That market price is largely unchanged since last year, as values have held steady, and the level still falls well below the overall average for Stamford. The market cap rate has edged up in the past 12 months to 7.5%, which is higher than the region's average.

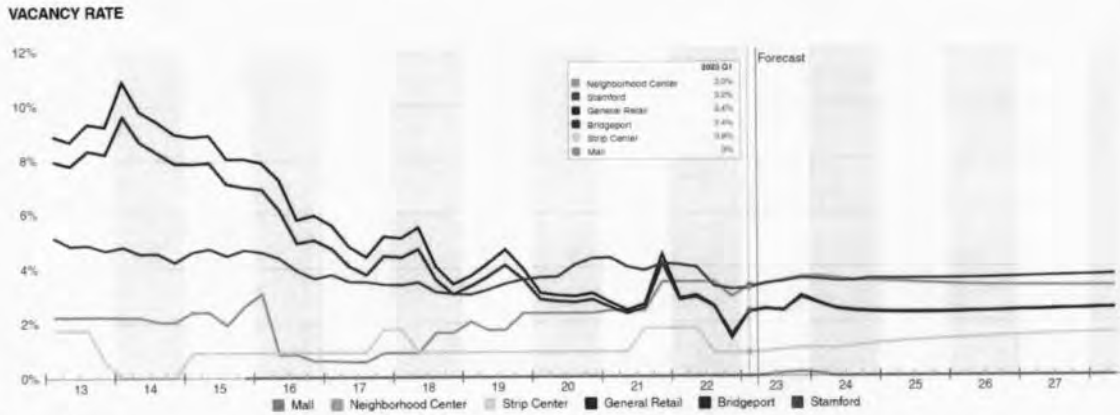
**MARKET CAP RATE**



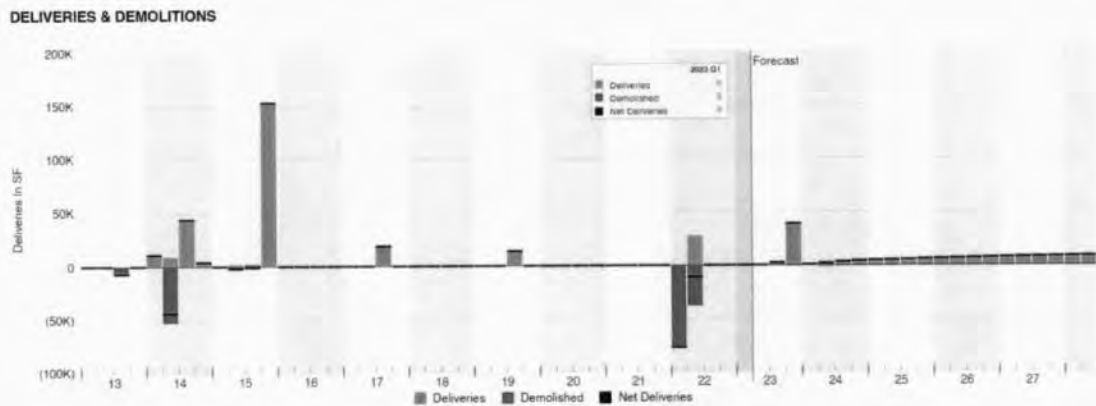
# MARKET TRENDS AND CONDITIONS...(continued)

## Market Sales, Vacancy, Construction-City of Bridgeport Commercial Retail Space

### Vacancy



### Construction



### Top Buyers/Sellers



Source: CoStar, Movoto, LoopNet

**MARKET TRENDS AND CONDITIONS...(continued)**  
**Market Analysis-City of Bridgeport Multi-Family Space Submarket**  
**Multi-Family Space -City of Bridgeport, CT**

Bridgeport/Lower Stratford Multi-Family Submarket  
 Stamford - CT

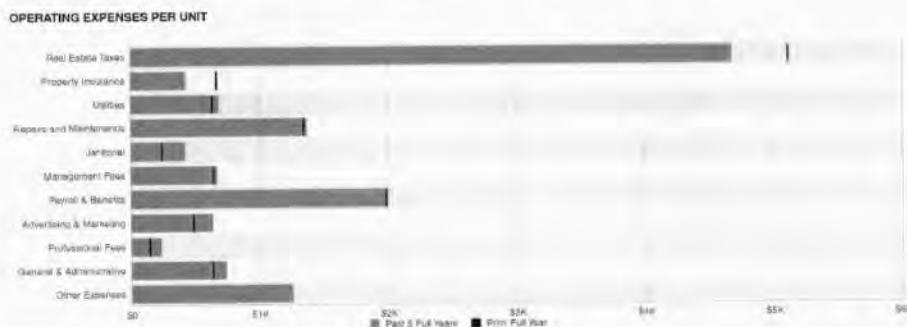
Inventory Units: 6,284 ↓    Under Constr Units: 546 ↑    12 Mo Absorp Units: (51) ↓    Vacancy Rate: 3.1% ↑    Market Asking Price/Unit: \$1,411 ↑    Market Sale Price/Unit: \$165K ↑    Market Cap Rate: 6.2% ↓

Vacancy in the Bridgeport/Lower Stratford multi-family submarket is 3.1% and has increased by 0.8% over the past 12 months. During this period, there have been 49 units of negative absorption and no net deliveries. Space rated 1 & 2 Star is the most dominant subtype, with 2,989 units in this category. There are 2,581 units of 3 Star space and 714 units of 4 & 5 Star space.

AVAILABILITY	SUBMARKET	MARKET	INVENTORY	SUBMARKET	MARKET
Vacancy Rate	3.1% ↑	7.2% ↓	Inventory Units	6,284 ↓	36,302 ↓
Vacant Units	194 ↓	2.6K ↓	Existing Buildings	243 ↓	715 ↓
Market Asking Rent/Unit	\$1,411 ↑	\$2,647 ↓	Avg Units Per Bldg	26 ↓	51 ↓
Market Effective Rent/Unit	\$1,405 ↑	\$2,630 ↓	12 Mo Demolished Units	0 ↓	225 ↓
Concession Rate	0.4% ↓	0.8% ↓	12 Mo Occupancy % At Delivery	-	45.0% ↓
Studio Asking Rent	\$1,178 ↓	\$1,742 ↓	Under Construction Units	546 ↑	2,521 ↓
1 Bedroom Asking Rent	\$1,369 ↓	\$2,316 ↓	12 Mo Construction Starts Units	49 ↓	1,064 ↓
2 Bedroom Asking Rent	\$1,633 ↓	\$3,079 ↓	12 Mo Delivered Units	0 ↓	1,466 ↓
3 Bedroom Asking Rent	\$1,242 ↓	\$3,925 ↓	12 Mo Avg Delivered Units	-	112 ↓
SALES	SUBMARKET	MARKET	DEMAND	SUBMARKET	MARKET
Market Sale Price/Unit	\$165K ↓	\$331K ↓	12 Mo Absorption Units	(51)	142
12 Mo Asking Sale Price/Unit	\$83.3K ↓	\$110K ↓	12 Mo Absorption % of Inv	-0.8%	0.4%
12 Mo Sale to Asking Price Diff	-21.1% ↓	-9.7% ↓	Population Growth 5 Yrs	1.0%	1.4%
Market Cap Rate	6.2% ↓	5.3% ↓	Pop Growth 5 Yrs 20-29	0%	4.3%
12 Mo Sales Volume	\$62.7M ↓	\$332M ↓	Pop Growth 5 Yrs 30-39	-7.8%	0.6%
12 Mo Transactions	16 ↓	37 ↓	Pop Growth 5 Yrs 40-54	2.8%	-3.8%
Months To Sale Past Year	6.3 ↓	5.0 ↓	Pop Growth 5 Yrs 55+	9.7%	7.5%
For Sale Listings	15 ↓	24 ↓			
For Sale Units	406 ↓	475 ↓			

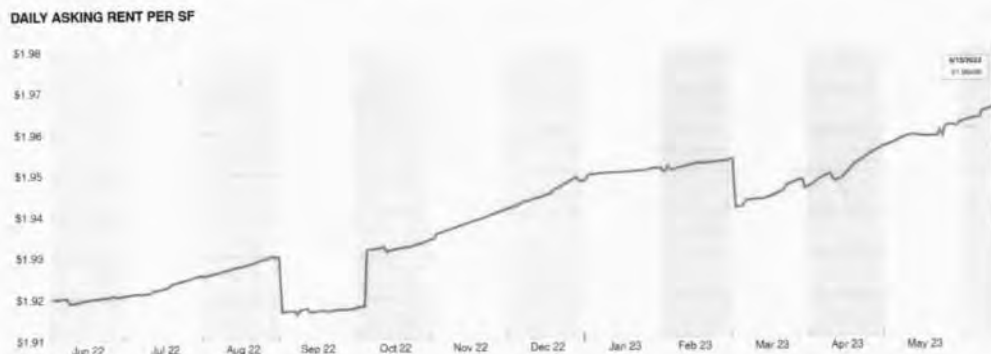
About 550 units are construction, representing a 8.7% expansion of inventory. 16 sales have occurred in the past 12 months. Sales have averaged \$136,344/unit, and the estimated value for the submarket as a whole is \$164,804/unit.

**Multi-Family Building Operating Expenses per SF**



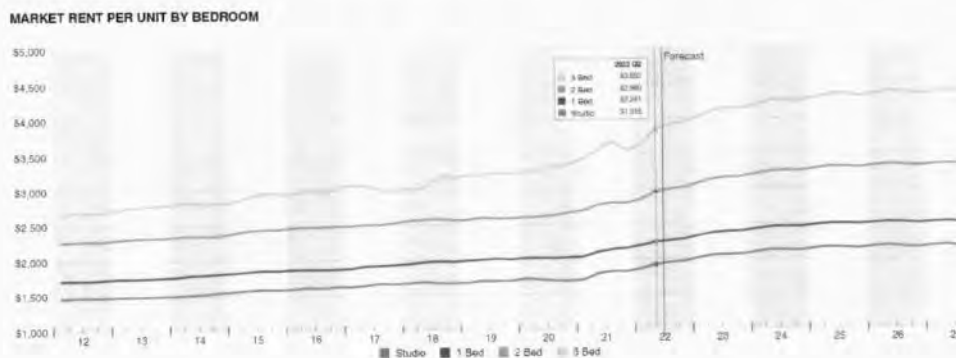
**MARKET TRENDS AND CONDITIONS...(continued)**  
**Market Rent-City of Bridgeport Multi-Family Space**

Daily Asking Rent Per SF

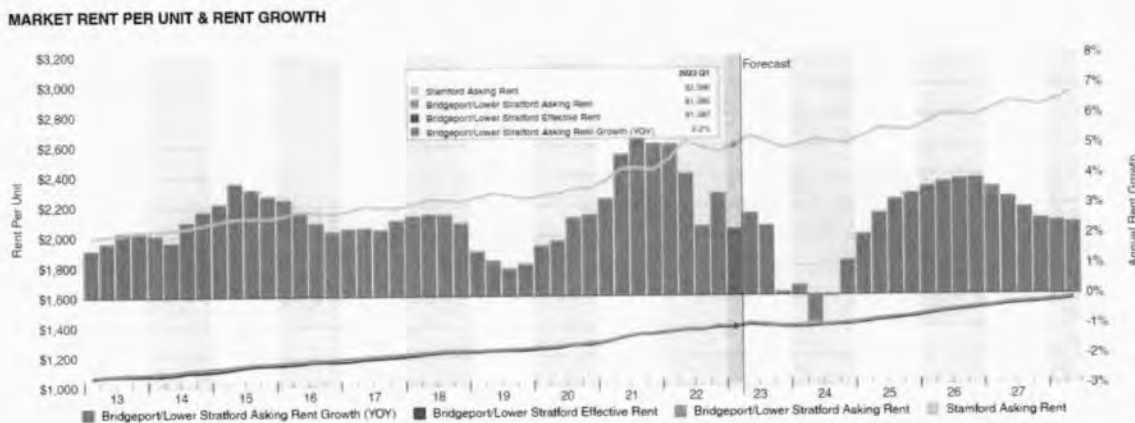


Rents are around \$1,410/month, which is a 2.6% increase from where they were a year ago. In the past three years, rents have increased a cumulative 11.7%.

Market Rent Per Unit Per Bedroom



Market Rent Per Unit & Rent Growth

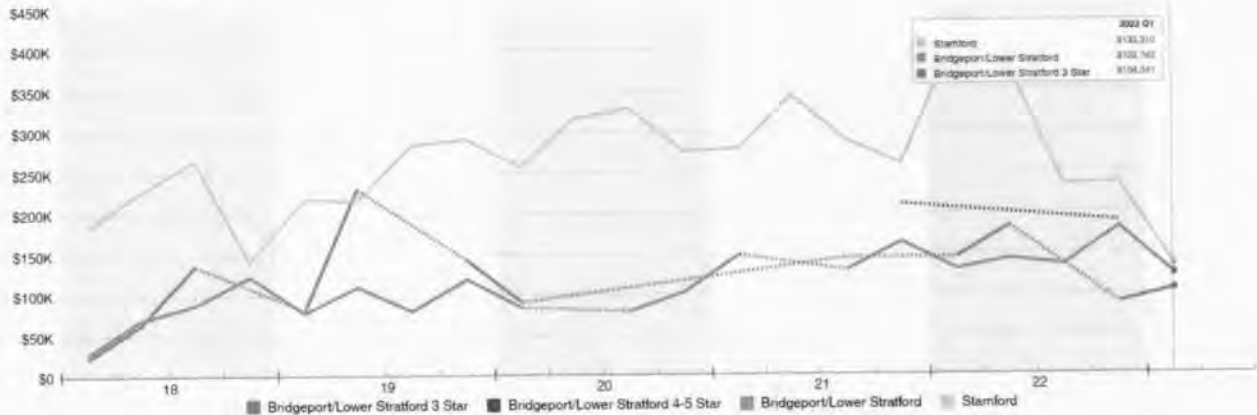


**MARKET TRENDS AND CONDITIONS...(continued)**

**Market Sales, Vacancy, Construction-City of Bridgeport Multi-Family Space**

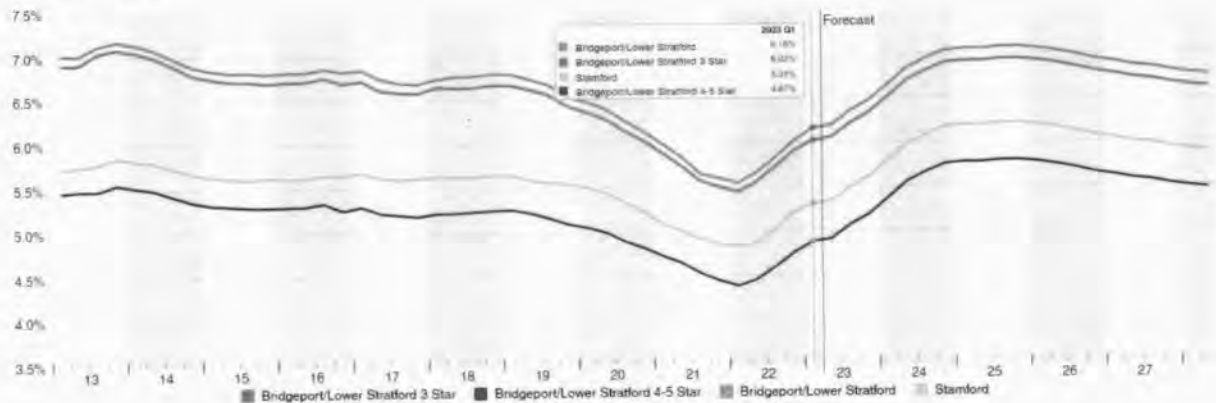
The Bridgeport/Lower Stratford Submarket is a regular target among apartment investors in Stamford. Annual sales volume has averaged \$41.5 million over the past five years, and the 12-month high in investment volume hit \$101 million over that stretch. In the past 12 months specifically, \$85.3 million worth of assets sold.

**SALE PRICE PER UNIT**



Market pricing, derived from the estimated price movement of all apartment properties in the submarket, sat at \$164,804/unit during the second quarter of 2023. That price has dropped on a year-over-year basis, and pricing itself is structurally well below the overall average for the Stamford metro. Incidentally, the market price in Bridgeport/Lower Stratford is more than 50% below the metro's average price. The market cap rate has edged up in the past 12 months to 6.2%, and the rate is structurally higher here than those across the broader market. While the rate is up from this time last year, it is below the five-year average.

**MARKET CAP RATE**

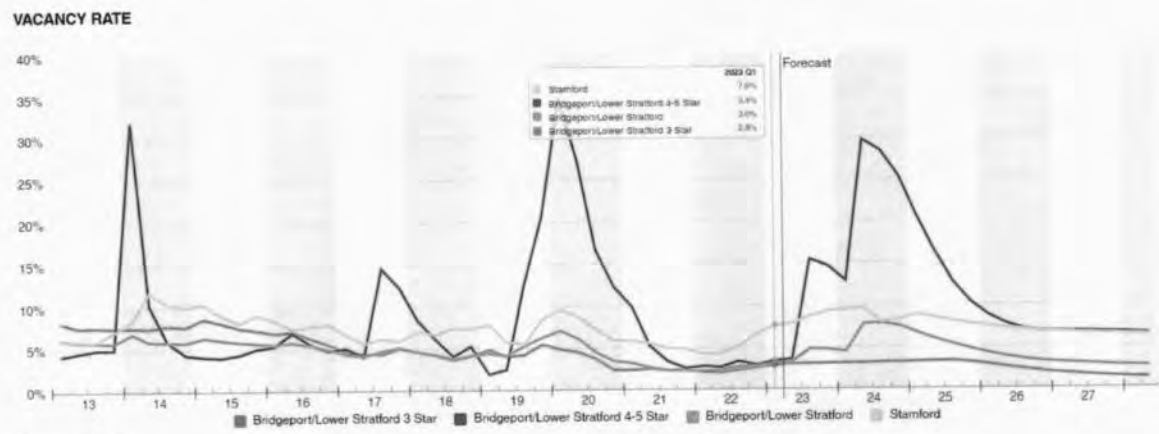




**MARKET TRENDS AND CONDITIONS...(continued)**

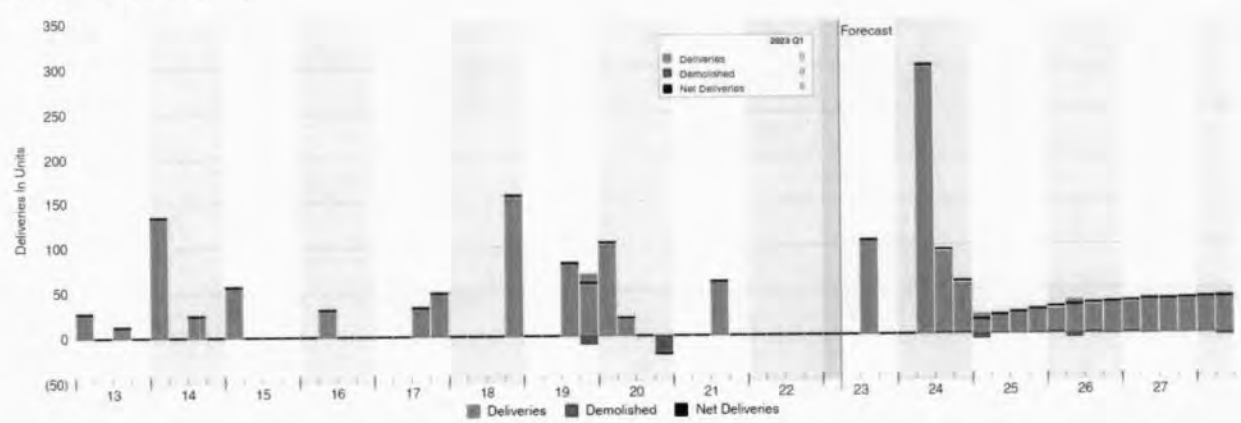
**Market Sales, Vacancy, Construction-City of Bridgeport Multi-Family Space**

**Vacancy**



**Construction**

**DELIVERIES & DEMOLITIONS**



**Top Buyers/Sellers**



Source: CoStar, Movoto, LoopNet

## MARKET TRENDS AND CONDITIONS...(continued)

### Market Analysis-Connecticut Hospitality Space Submarket-(Stamford/Danbury)

#### Hospitality Space -Connecticut

Stamford/Danbury Hospitality Submarket	8,443 ↓	118	61.7% ↓	\$150.26 ↓	\$92.72 ↓	\$96.9K ↓	9.9% ↓	
Connecticut Area	Qualification ↓	Inventory Rooms	Under Construction Rooms	12 Mo Occupancy	12 Mo ADR	12 Mo RevPAR	Market Sale Price/Room	Market Cap Rate

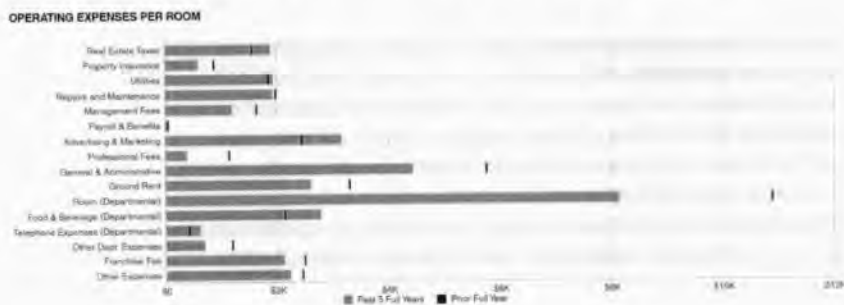
The Stamford/Danbury submarket comprises 8,400 rooms spread across 74 hotels. That adds up to roughly a third of the Connecticut Area market's total room inventory. Hotels are somewhat larger in Stamford/Danbury than they are in the broader market. The average hotel has 114 rooms, compared to the 95 room-per-building market-wide average.

INVENTORY	SUBMARKET	MARKET	PERFORMANCE	SUBMARKET	MARKET
Existing Buildings	74 ↓	273 ↓	Occupancy	64.3% ↓	58.2% ↓
Avg Rooms Per Building	114 ↓	95 ↓	ADR	\$159.65 ↓	\$140.39 ↓
12 Mo Delivered Rooms	0 ↓	448 ↓	RevPAR	\$102.67 ↓	\$81.68 ↓
12 Mo Delivered Buildings	0 ↓	4 ↓	3 Mo Occupancy	60.3% ↓	53.8% ↓
12 Mo Opened Rooms	171 ↓	430 ↓	3 Mo ADR	\$149.10 ↓	\$136.10 ↓
12 Mo Opened Buildings	0 ↓	2 ↓	3 Mo RevPAR	\$89.88 ↓	\$73.24 ↓
Under Construction Buildings	1 ↓	4 ↓	YTD Occupancy	55.6% ↓	51.2% ↓
			YTD ADR	\$144.67 ↓	\$134.00 ↓
			YTD RevPAR	\$80.51 ↓	\$68.65 ↓
			12 Mo Occupancy	61.7% ↓	58.5% ↓
			12 Mo ADR	\$150.26 ↓	\$145.87 ↓
			12 Mo RevPAR	\$92.72 ↓	\$85.31 ↓
SALES	SUBMARKET	MARKET			
12 Mo Transactions	3 ↓	15 ↓			
12 Mo Sales Volume	\$69.3M ↓	\$123M ↓			
12 Mo Average Price Per Building	\$23.1M ↓	\$8.3M ↓			
Market Sale Price/Room	\$96.9K ↓	\$97.8K ↓			
Market Cap Rate	9.9% ↓	9.4% ↓			

With trailing 12-month occupancies at 61.7%, Stamford/Danbury is exceeding the market average of 58.5% for the same period. This marks a significant turnabout, as the COVID-19 shock severely impacted this submarket. Here, monthly occupancy fell to 23.1%, and annualized occupancy dropped to 35.2% in the initial wake of the pandemic. While the submarket has improved since then, matching its past five years' high-water mark of 65.2% over a 12 month period remains elusive.

Twelve-month RevPAR was recently climbing at an exceptionally strong rate: As of May, twelve-month average RevPAR in the Stamford/Danbury hotel submarket was up 16.6%, in line with the similarly impressive market-wide average.

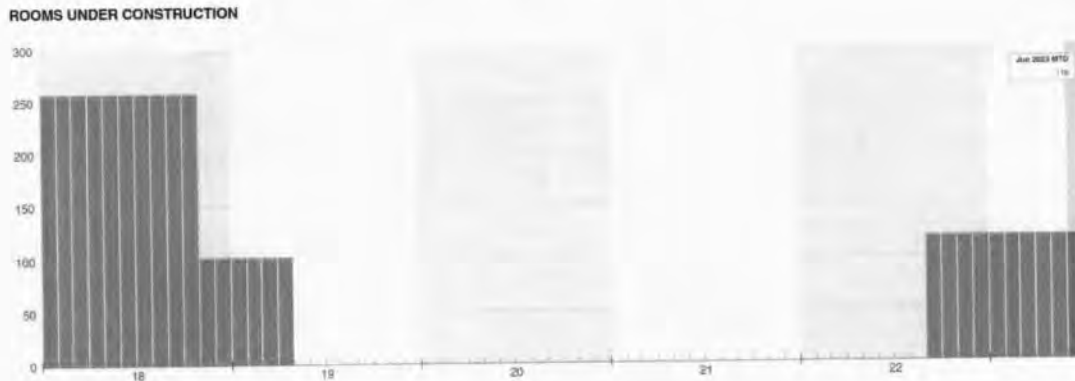
### Hospitality Operating Expenses Per Room



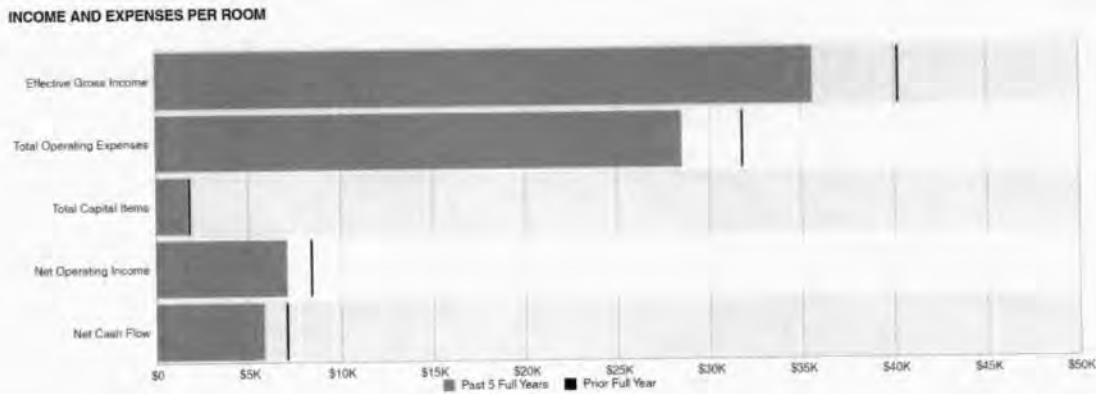
**MARKET TRENDS AND CONDITIONS...(continued)**  
**Market Analysis-Connecticut Hospitality Space Submarket**  
**Hospitality Space -Connecticut**

There is one 118-room hotel project underway in the Stamford/Danbury submarket. Still, that's the most rooms under construction at any point in the past three years. While this is not the only construction the submarket has seen in recent memory, it does represent a turnabout from the overall trend. Specifically, the inventory has contracted over the past 10 years, as demolition activity has outpaced new construction. Stamford/Danbury recorded 3 hotel trades over the past year—a bit below the norm over the past several years.

**Rooms Under Construction**

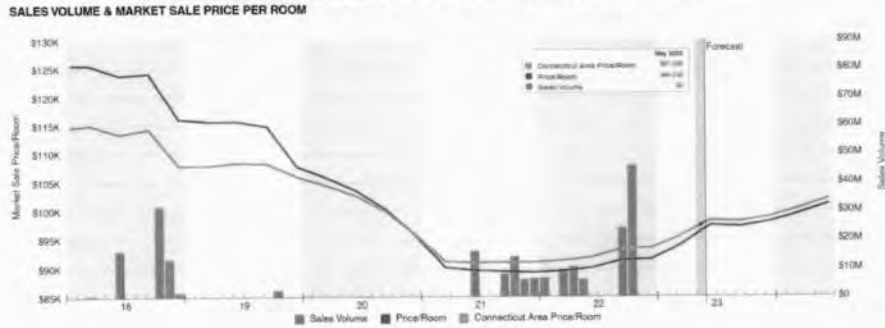


**Income and Expense Per Room**

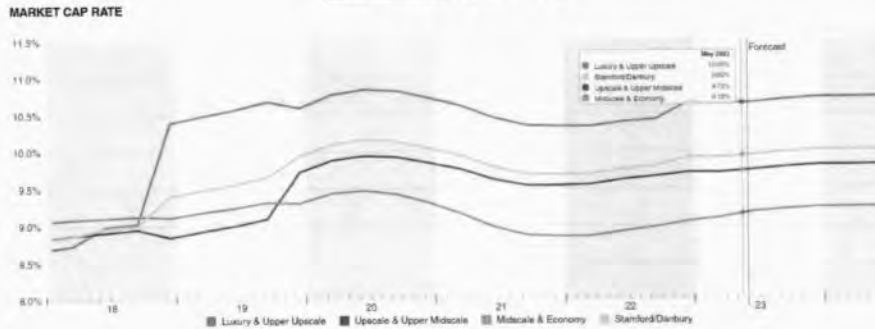


**MARKET TRENDS AND CONDITIONS...(continued)**  
**Market Sales, Cap Rate, Construction- Connecticut Hospitality Space**

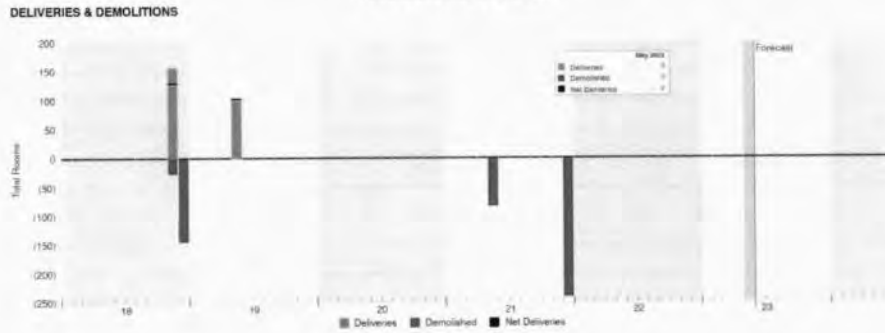
**Sales Volume & Market Sale Price Per Room**



**Market Cap Rate**



**Construction**



**Top Buyers/Sellers**



Source: CoStar, Movoto, LoopNet

## MARKET TRENDS AND CONDITIONS...(continued)

### Market Analysis-University Student Space Submarket-(Bridgeport)

#### *University of Bridgeport-University Student Space -Bridgeport, Connecticut*

University of Bridgeport ▾	2,721 ↓	2,621 ↓	105 ↓	\$853 ↓	\$171K ↓	5.9% ↓
Bridgeport, CT	Full-Time Enrollment	Inventory Beds	Resid Under Constr	Market Asking Rent/Bed	Market Sale Price/Unit	Market Cap Rate

University of Bridgeport is a 4-year, private institution. The school's full-time student population of 2,721 consists of about 1,793 undergraduate and 928 graduate students. Separately, there are around 700 part-time undergraduates and 820 part-time graduate students.

DEMAND		INVENTORY		UNIVERSITY	NATIONAL
Full-Time Enrollment	2,721	Inventory Beds	2,621 ↓		4,774,337 ↓
Dormitory Beds	1,782	Occupancy	97.1% ↓		93.4% ↓
Non-Dorm Students	939	Pre-Leasing	-		82.3%
Distance Learners	25.1%	12 Mo Delivered Beds	0 ↓		104,603 ↓
		Under Construction Beds	105 ↓		250,449 ↓

RENTS		UNIVERSITY	NATIONAL	SALES		UNIVERSITY	NATIONAL
Market Asking Rent/Bed	\$853 ↓	\$1,068 ↓		12 Mo Sales Volume	\$0 ↓	\$18.2B ↓	
< 10 Minute Walk from Campus	\$786 ↓	\$1,174 ↓		Market Sale Price/Unit	\$171K ↓	\$314K ↓	
10 - 20 Minute Walk from Campus	\$863 ↓	\$993 ↓		Market Cap Rate	5.9% ↓	5.3% ↓	
> 20 Minute Walk from Campus	\$762 ↓	\$963 ↓					
Monthly Dormitory Cost	\$1,936 ↓	\$914 ↓					

Where the average national acceptance rate is 59.8%, the acceptance rate for University of Bridgeport is 70.4%. That is based on about 6,200 applicants for the past school year. Based on the most recent data, incoming freshmen enrolled was 310, which compares to 368 for the previous academic year.

University of Bridgeport has a retention rate of 68.0% (versus 83.6% nationally), and a six-year graduation rate of 40.0% (compared to 65.5% nationally).

The school's student population is made up of 54.8% in-state students and 43.9% out-of-state students. The balance of the student body, 1.3%, hails from outside of the United States.

Tuition for full-time undergraduates is around \$38,000.

### National University Comparison

#### National Comparison

	UNIVERSITY	NATIONAL		UNIVERSITY	NATIONAL
Admissions Rate	70.4%	59.8%	In-State Students	54.8%	72.4%
Yield Rate	7.9%	23.2%	Out-of-State Students	43.9%	24.3%
75th Percentile Composite ACT	22	28	Foreign Students	1.3%	3.1%
75th Percentile Composite SAT	1130	1263	Distance Learners	25.1%	41.4%

	UNIVERSITY	NATIONAL		UNIVERSITY	NATIONAL
In-State Tuition and Fees	\$38,106	\$19,507	Undergraduates Under Age of 18	3.0%	4.6%
Monthly Dormitory Cost	\$1,936	\$914	Undergraduates Ages 18-24	65.0%	80.5%
FT Undergrad Receiving Federal Aid	74.0%	45.2%	Undergraduates Ages 25-64	32.0%	14.8%
			Undergraduates 65 and Older	0%	0%

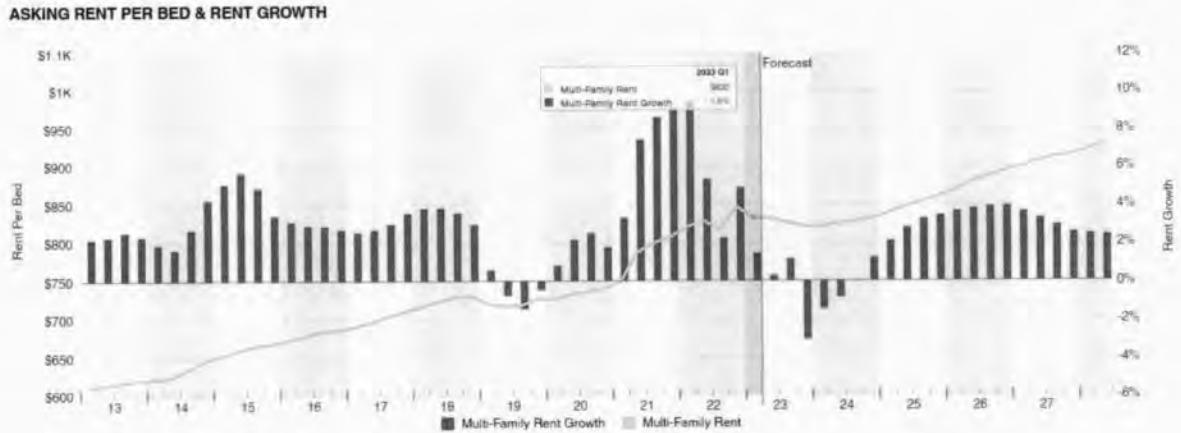
  

	UNIVERSITY	NATIONAL
Retention Rate	68.0%	83.6%
6-year Completion Rate	40.0%	65.5%

**MARKET TRENDS AND CONDITIONS...(continued)**  
**Market Analysis-Connecticut University Student Space Submarket**  
**University Student Space -Connecticut**

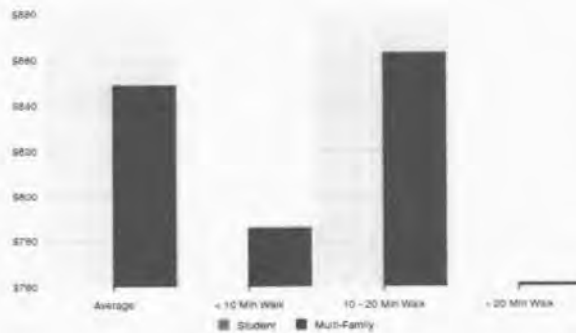
University of Bridgeport has a dormitory capacity of about 1,800 beds, leaving the balance of full-time students searching for housing off-campus.

**Asking Rent Per Bed & Rent Growth**

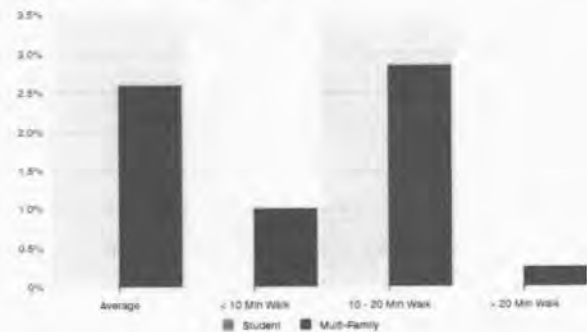


**Rent Per Bed By Walk Time**

**RENT PER BED BY WALK TIME**



**12 MO RENT GROWTH BY WALK TIME**

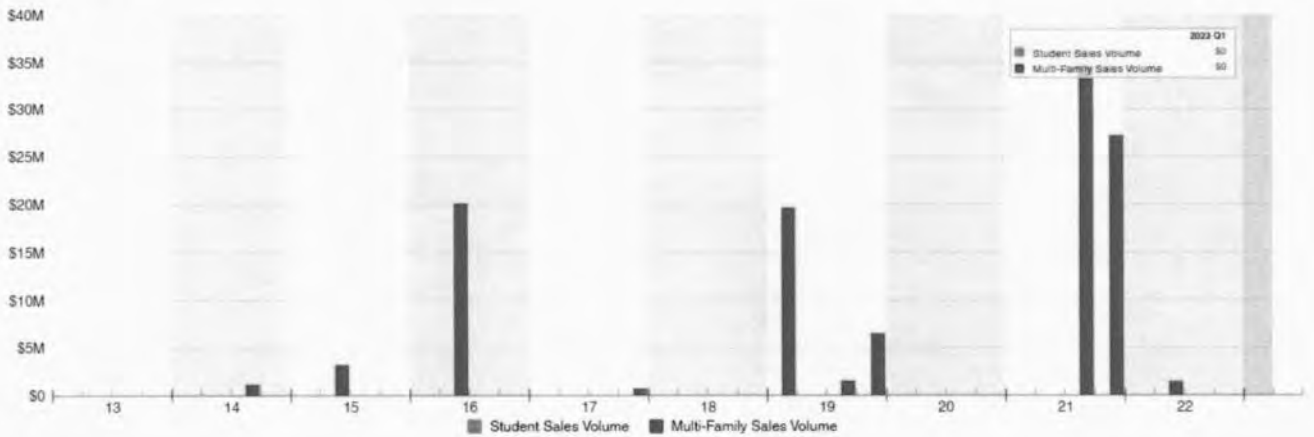


**MARKET TRENDS AND CONDITIONS...(continued)**

**Market Sales, Cap Rate, Construction- Bridgeport University Student Space**

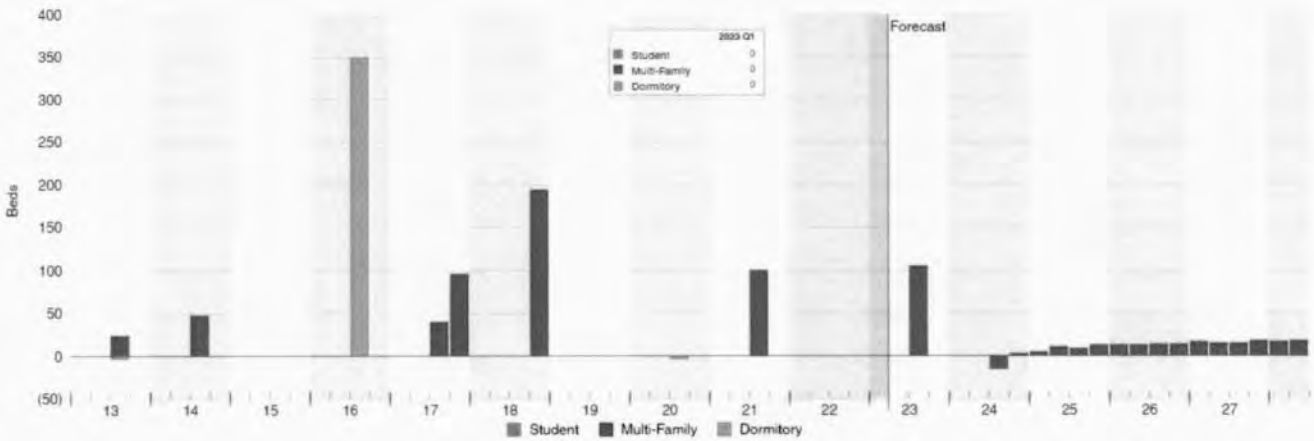
**Sales Volume & Market Sale Price Per Room**

**SALES VOLUME**



**Construction**

**NET DELIVERIES**



Source: CoStar, Movoto, LoopNet

### **HIGHEST AND BEST USE**

The Dictionary of Real Estate Appraisal, seventh edition, published by the Appraisal Institute, 2021, provides the following definitions of Highest and Best Use:

“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”

As regards the subject's physical site factors, the subject consists of an irregularly shaped parcel totaling 0.5337 acres. The site has a sloping topography and offers typical downtown views.

The subject's location and surrounding area includes higher density apartment development, commercial and institutional uses along with municipal uses. Residential development will therefore conform to the mix of developments in the immediate area. Due to lack of suitable parcels in the marketplace, there is demand for the subject vacant land.

### **Conclusion**

Subject is appraised herein as vacant land since the improvements are not considered the highest and best use of the land.



## **APPRAISAL PROCESS**

There are three commonly accepted techniques for estimating the market value of real estate. These techniques are the Cost Approach to Value, the Income Capitalization Approach to Value, and the Sales Comparison Approach to Value (also known as The Market Approach to Value). The three approaches are further defined in "The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, seventh edition, 2022.

Based upon the subject's highest and best use, the strongest and most applicable approach is the Sales Comparison Approach to Value. The Cost Approach and Income Capitalization Approach typically are not developed with the valuation of vacant land and are usually employed in the valuation of improved properties where the improvements contribute substantially to property value.

### **SALES COMPARISON APPROACH**

The Sales Comparison Approach is further defined in "The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, seventh edition, 2022" as:

The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.

This approach is considered to be the most applicable method of valuation with regard to the subject property and it is developed on the following pages.

### **THE COST APPROACH TO VALUE**

This approach is not an appropriate method of valuation as the subject is being valued as unimproved land (under its highest and best use). Therefore, the Cost Approach is not developed in this report.

### **THE INCOME CAPITALIZATION APPROACH TO VALUE**

This approach is also not an appropriate method of valuation for vacant land such as the subject (as appraised). The Income Capitalization Approach, therefore, is not developed in this report.

## SALES COMPARISON APPROACH

### LAND VALUE ANALYSIS

Land, whether vacant or improved, is valued as if available for development to its highest and best use. It is presumed that such a use is physically possible, legally permissible, financially feasible, and maximally productive to yield the highest return.

The use must be acceptable to the market place, and must be in compliance with existing zoning and land use regulations.

Six methods are available for use in, and valuation of land, all of which are derived from the three approaches to value. Sales Comparison is the most used and preferred method to value land when sufficient comparable data is available. Using this technique, data on sales of similar parcels of land are analyzed, compared, and adjusted for dissimilarities.

In this analysis, the sales comparison method is utilized.

Land sales that require the least degree of adjustment compared with the subject are given the greatest weight.

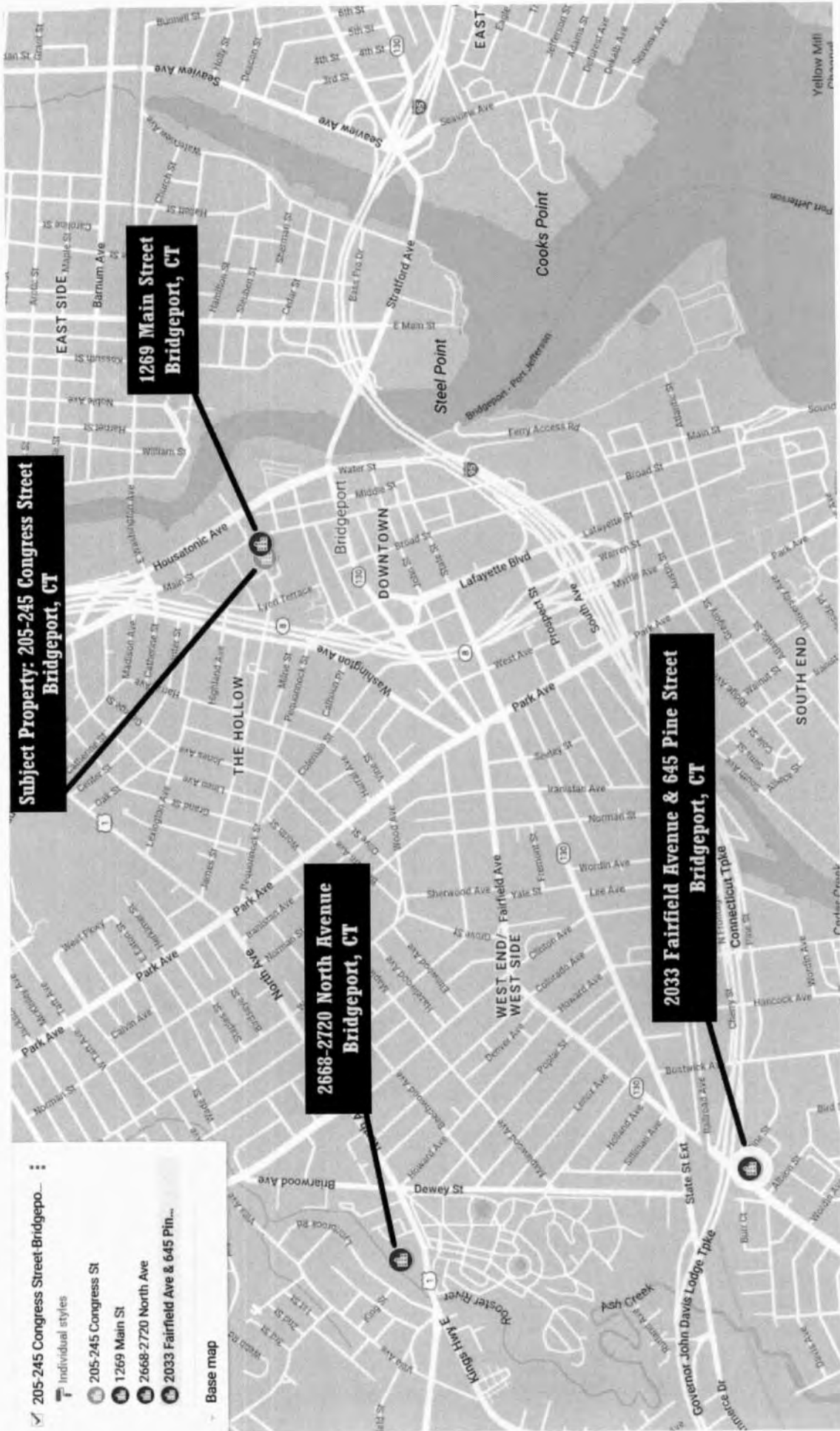
For this analysis, a search was conducted for recent sales of land sold for residential/commercial development within the City of Bridgeport, as well as alternative competing areas and communities; all of which comprises the subject market area. Search included sales within Bridgeport; as well as sales in alternative areas which have developed properties and vacant land conducive for higher density residential, mixed-use, and related development.

The sales utilized, are considered good comparables to the subject, as each experience similar basic economic and area trends, which affect the subject.



VIMINI VALUATION SERVICES, LLC  
 REAL ESTATE SERVICES  
 SINCE 1968

**SALES COMPARISON MAP**



**Subject Property: 205-245 Congress Street  
 Bridgeport, CT**

**1269 Main Street  
 Bridgeport, CT**

**2668-2720 North Avenue  
 Bridgeport, CT**

**2033 Fairfield Avenue & 645 Pine Street  
 Bridgeport, CT**

- 205-245 Congress Street-Bridgepo...
- Individual styles
- 205-245 Congress St
- 1269 Main St
- 2668-2720 North Ave
- 2033 Fairfield Ave & 645 Pin...
- Base map



**SALES COMPARISON APPROACH (Continued)**

**SUMMARY AND ADJUSTMENT CHART-COMPARABLE SALES**

**SALES COMPARISON CHART**

	Subject	Sale #1	Sale #2	Sale #3
Location:	205-245 Congress St Bridgeport, CT	1269 Main Street Bridgeport, CT	2668-2720 North Avenue Bridgeport, CT	2033 Fairfield Avenue & 645 Pine St Bridgeport, CT
Terms of Sale	N/A	Retail/Apartment Development	Commercial Land Development	Commercial Land Development
Sale date	07/01/2023	March 27, 2020	March 23, 2023	11/10/2020
Sale price	N/A	\$550,000	\$2,750,000	\$540,000
Size (Acres)	0.53	0.86	2.60	0.57
<b>Price/PER ACRE:</b>	<b>n/a</b>	<b>\$643,275</b>	<b>\$1,058,914</b>	<b>\$949,033</b>

**SALES ADJUSTMENT**

	Subject	Sale #1	Sale #2	Sale #3
Carried Forward Price/Useable SF		\$643,275	\$1,058,914	\$949,033
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing Terms	None	Construction Loan	Cash to Seller	Cash to Seller
Conditions of Sale	None	Arm's Length	Arm's Length	Arm's Length
Expenditures Immediately After Purchase	None	None	None	None
Market Conditions	None	Same	Same	Same
		0%	0%	0%
<b>ADJ. PRICE/PER ACRE</b>		<b>\$643,275</b>	<b>\$1,058,914</b>	<b>\$949,033</b>

**OTHER ADJUSTMENTS:**

	Subject	Sale #1	Sale #2	Sale #3
Location/Access/Exposure	Downtown/Good	Downtown/Good	Westerly Bpt near Fairfield town line	West End/Good//-.95 Highway
Size	0.5337 Acres	0.8550 Acres	2.597 Acres	0.569 Acres
Shape/Topography	Rectangular/Slopes downward	Rectangular/Slopes Upward	Irregular/Slopes downward	Rectangular/Level
Soil Conditions/Views	Good	Good/Typical	Good	Good/Typical
Utilities	Good	Good	Good	Good
Zoning/Use	DX2/Mixed Use	DCB	MX2/Mixed Use	ILI
Approvals	None	Proposed retail and apartments	3 story, 128,405 self storage bldg	Proposed car wash
Non-Reality and Other	Former Parking lot	Former Parking lot	Former office and self storage	Former vacant lot and industrial bldg
Other	None	None	Demolition	Demolition
Net Other Adjustments	None	0%	-40%	-30%
		0%	-5%	-5%
		0%	-10%	-25%
<b>UNADJUSTED PRICE/PER ACRE</b>		<b>\$643,275</b>	<b>\$635,348</b>	<b>\$664,323</b>

**SALES COMPARISON APPROACH** (Continued)

**Recapitulation**

**The Sales, Adjusted, Are:**

All sales, adjusted, are good indicators of the subject parcel. Sale No. 1 is an adjoining parcel whereas Sales No. 2 and 3 are located in superior location compared to the subject.

Based upon our analysis, considering all of the preceding sales, adjusted for dissimilar characteristics, the subject parcel is estimated to have a market value of \$650,000 per acre.

**Parcel contains 0.5337 acres x \$650,000 per acre**

**Value of Subjects underlying land** **\$346,905**

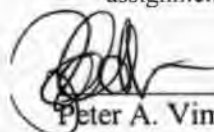
**Rounded to Three Hundred and Forty-Seven Thousand Dollars.**

## APPRAISER'S CERTIFICATION

Property Appraised: **205-245 Congress Street, Bridgeport, CT**

I certify that:

- 1). The analysis, opinions, and conclusions developed herein, along with all sections of this report, have been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, and USPAP.
- 2). The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 3). I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 4). The report analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 5). My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6). No other party has provided significant professional assistance to the person or persons signing this certification.
- 7). My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8). To the best of my knowledge and belief, the statements of fact contained in this report and upon which the opinions expressed are based, are true and correct, subject to the limiting conditions set forth herein.
- 9). I have personally inspected the property appraised (unless otherwise stated), that I have no present or contemplated interest in the property appraised, and no personal interest or bias with respect to the subject matter of the report, or to the client or other participants or principals.
- 10). The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- 11). The appraiser acknowledges a full understanding of the Competency Provision and the Ethics Provision set forth in the USPAP and has sufficient knowledge of the above-referenced property type, market information and appropriate valuation methodologies to properly perform the appraiser's obligations as outlined in this letter.
- 12). As of the date of this report, I, Peter A. Vimini, have completed the requirements of the continuing education program of the Appraisal Institute.
- 13). I have not performed an appraisal within the three-year period immediately preceding the acceptance of this assignment.

  
Peter A. Vimini, MAI

Date: August 17, 2023

Certified General    RCG 000605

Type of License    Number

Expiration Date of License:    April 30, 2024

## CONTINGENT AND LIMITING CONDITIONS

- 1). This appraisal represents the best opinion of the evaluators as the market value of the property as of the effective date of the appraisal. The term "market value" is defined in the appraisal report.
- 2). No furniture, furnishings, or equipment, unless specifically indicated herein, have been included in our value conclusion. Only the real estate has been considered.
- 3). No engineering survey was made or caused to be made by the appraisers, and any estimates of fill, materials, other site work, or conditions are based on visual observation. Accuracy is not assured.
- 4). Sub-surface rights (minerals, oil, water, or others) were not considered in this report.
- 5). Any tracts that (according to survey, map, or plot) indicated riparian and/or littoral rights, are assumed to be included as part of the property, unless documents or deed which deem such rights to the contrary are provided the appraiser.
- 6). The existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of Urea-Formaldehyde Foam Insulation, and/or the existence of toxic waste, which may or may not be present on the property, was not observed. The appraiser(s) have no knowledge of the existence of such materials on or in the property. Likewise, the existence of Radon Gas, or Lead are not known to exist. The appraiser, however, is not qualified to detect such substances. The existence of Urea-Formaldehyde Foam insulation, other potentially hazardous waste materials, or Radon Gas may have an effect on the value of the property. The client is advised to retain an expert in such fields, if desired.
- 7). All value estimates have been made contingent on zoning regulations and land use plans in effect, as of the effective date of the appraisal, and are based on information provided by appropriate governmental authorities or employees.
- 8). This appraisal covers only the premises, which are the subject of this report, and no figures or data provided, analysis thereof, or any unit values derived therefrom are to be construed as applicable to any other property or properties, however, similar they may be.
- 9). Distribution of the total valuation in this report between land and improvements applied only under the existing program of utilization. Separate valuations of land and improvements are not to be used in any other manner, or in conjunction with any other appraisal, and are invalid if so employed.
- 10). Certain data used in compiling this report may have been furnished by the client, his counsel, employees and/or agent, or from other sources believed reliable. Data has been checked for accuracy as thoroughly as possible, but no liability or responsibility is assumed for absolute accuracy.
- 11). A diligent effort has been made to verify each comparable sale noted in this report. However, as many principals do not reside in the local area, or are entities for which no agent could be contacted within the time allowed for completion of this report, then such sales may not have been verified.

09/15

## CONTINGENT AND LIMITING CONDITIONS (Continued)

- 12). No responsibility is assumed for matters legal in nature, nor is my opinion rendered herein as to title, which is assumed to be good and merchantable. The property is assumed free and clear of all liens or encumbrances, unless specifically enumerated herein, and is under responsible ownership and management as of the appraisal date.
- 13). Consideration for preparation of this appraisal is payment in full by the employer of all charges due the appraisers in connection therewith. Any responsibility by the appraisers for any portion of this report is considered upon full and timely payment.
- 14.) Liability to Vimini Associates and its employees or representatives is limited to the fee collected for the preparation of the appraisal. There is no accountability or liability to any third party. Acceptance and/or use of this report constitutes acceptance and agreement with these terms and conditions, as well as the terms and conditions stated in this document.
- 15). This appraisal report is prepared for the sole and exclusive use of the appraiser's client. No third parties are authorized to rely upon this report without the express written consent of the appraiser.
- 16). The appraisers, by reason of this report, are not required to give testimony in court with reference to the property herein, nor obligated to appear before any governmental body, board, agent, or tribunal unless arrangements have been previously made therefore.
- 17). Neither all, nor any portion of the contents of this appraisal shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraisers, particularly as to valuation conclusions, identity of the appraisers or firm with which they are connected, nor any reference to the Appraisal Institute, nor any initialed designations conferred upon the appraiser as stated in his qualifications attached hereto, or previously supplied, or verbally discussed. Furthermore, neither all nor any portion of the contents of this appraisal shall be used in connection with any offer, or sale or purchase of a security (as that term is defined in Section 2 (1) of the Securities Act of 1933) without the prior expressed written consent of the appraiser.
- 18). Possession of this report, or copy thereof, does not convey any right of reproduction or publication, nor may it be used by anyone but the client, the mortgagee, or its successors or assigns, mortgage insurers, or any state or federal department or agency without prior written consent of both the client and the appraisers, and in any event, only in its entirety.
- 19). Before any loans or commitments are made predicated on value conclusions reported in this appraisal, the mortgagee should verify facts and valuation conclusions contained in this report with the appraisers.
- 20). This appraisal is based on completion or availability of projected public or private off-site improvements, referred to in this report.
- 21). This appraisal is subject to satisfactory completion of proposed improvements described in the report.
- 22). Cost estimates for construction or replacement of improvements were prepared from data obtained from the owner and the Marshall Valuation Service, and are assumed accurate.
- 23). It is understood that all working or mechanical components of the property are in working order, as implied by the owner of the property, unless otherwise stated herein.



## CONTINGENT AND LIMITING CONDITIONS (Continued)

- 24). Sketches are not to scale. They are included to assist the reader in visualizing the property.
  - 25). All values rendered within this report assume marketing times of twelve months or less, unless otherwise indicated.
  - 26). In arriving at the value set forth in this appraisal no consideration has been given to the effect of state, local or federal income and gains taxes, or of occupancy, hotel, capital levy, gift, estate, succession, inheritance, or similar taxes, which may be imposed upon any owner, lessee or mortgagee, by reason of any sale, conveyance, transfer, leasing, hypothecation, mortgage, pledge or other disposition of the appraised property.
  - 27). The appraiser has no knowledge as to whether the subject property may be affected by Connecticut Public Act 85-443 (super lien law) or Public Act 84-535 (an act concerning clarifications of permits for hazardous liability resulting from any soil contamination due to the storage of hazardous waste). This appraisal report and the value estimates contained herein assume no potential liability resulting from any soil contamination due to the storage of hazardous waste material, automobiles and/or chemical spills which may have occurred on this property over the past years. No evidence of contamination of hazardous material used in the construction or maintenance of any improvements was observed on the date of the inspection, however, the inspection was limited to visual observations. It is worthy to note that the appraiser is not qualified to detect the existence of substances such as urea-formaldehyde, radon gas, foam insulation, asbestos, or other potentially hazardous waste material that may have an effect on the value of the property. The appraiser reserves the right to amend this report pending the findings of any site or environmental assessment report as to the presence of any on-site toxic, hazardous wastes or contaminants that may affect the value of the property.
  - 28). The Americans with Disabilities Act (ADA) became effective January 26, 1992. We **have not** made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, and are not experts as to ADA requirements, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property. We recommend to the client that they hire a licensed architect who has performed such functions to check the property for compliance with ADA.
  - 29). It is assumed that there are no structural defects hidden by floor or wall coverings or any other hidden or inapparent conditions of the property; that all mechanical equipment and appliances are in good working condition; and that all electrical components and the roofing are in good condition.
- If the client has any questions regarding these items, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise needed to make such inspections. The appraiser assumes no responsibility for these items.
- 30). It is assumed that the rental income information supplied by the identified parties in the Income Approach is accurate. The appraiser assumes no responsibility for independently verifying this information. If the client has any questions regarding this information, it is the client's responsibility to seek whatever independent verification is deemed necessary.

# Qualifications of the Appraiser



## **QUALIFICATIONS OF PETER A. VIMINI, MAI**

### Education:

Bryant College, Smithfield, R.I. 02917

Date of Graduation – May, 1978

Degree: Bachelor of Science in Business Administration

Major: Accounting

### The Appraisal Institute

Course Attendance and Completion:

Uniform Appraisal Standards for Federal Land Acquisition

Condemnation Appraising – Advanced Theory

Litigation – Expert Testimony

FHA and the Appraisal Process

Measuring Locational Obsolescence

Case Studies in Residential Highest and Best Use

Case Studies in Commercial Highest and Best Use

Automated Valuation Models

Evolving with the Capital Markets

Uniform Standards of Professional Practice

The Valuation of REITs, Real Estate Operating and Management Companies

### Experience:

Appraisal

Residential, Commercial and Industrial Appraisals

Vimini Associates.

Since 1978

### Experience: Practical

Licensed Real Estate Broker. (CT. License No. REB.0789831)

Certified Real Estate Appraiser. (CT. License No. RCG.0000605)

Certified To perform Municipal revaluation functions for assessment purposes for:

Land/Residential/Commercial/Industrial Supervisor (Certificate No. 764)

Certified Revaluation Company (Vimini Valuation Services LLC)–Real Property Valuation– Connecticut

Certificate No. 111

### Qualified Expert Witness:

U.S. District Court (Federal Bankruptcy Court)

Connecticut Superior Court

Connecticut Housing Court

Municipal testimony before local land use boards

Professional Affiliations:

**Member of the Appraisal Institute - MAI Designation No. 9586**  
**Past President of the Connecticut Chapter of the Appraisal Institute**  
Currently serving as a National Director of the Appraisal Institute  
Greater Bridgeport Board of REALTORS  
Connecticut Association of REALTORS  
National Association of REALTORS

Teaching:

Instructor: Appraisal Procedures – Housatonic Community College - 2003-2008  
Instructor: Appraisal Principles – Greater Bridgeport Board of Realtors - 2003-Present  
Instructor: Appraisal Procedures - Greater Bridgeport Board of Realtors – 2003-Present

Seminars:

Speaker: April 28, 1999: Bridgeport Bar Association- “Valuation for Estate and Gift Tax Purposes”  
Speaker: March 3, 2010: Connecticut Bar Association- “Real Estate Valuation Basics”  
Speaker: May 12, 2010: Fairfield County Bar Association- “Real Estate Valuation and Property Tax Assessment Appeals”  
Author & Instructor: July 22, 2014 Connecticut Chapter of International Association of Assessing Officers IAAO- “Sales Comparison Approach Review”  
Author & Instructor: August 18, 2014 Connecticut Chapter of International Association of Assessing Officers IAAO- “Basic Income Capitalization Review”  
Co-Authored & Instructor: August 16, 2016 Connecticut Chapter of the International Association of Assessing Officers IAAO - “Real Property Assessment vs Fee Appraisal, “Differences in Approach”  
Co-Authored & Instructor: May 23, 2017 International Association of Assessing Officers -NRAAO Conference- “Creating Value”

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**APPENDIX**

- PHOTOGRAPHS OF PROPERTY
  - TAX ASSESSOR'S CARD
  - LEGAL DESCRIPTIONS
-

PHOTOGRAPHS OF PROPERTY



PHOTOGRAPHS OF PROPERTY (CONTINUED)...



# TAX ASSESSOR'S CARD

Property Location: 245 CONGRESS ST      Account # RS-0044800      Map ID 35/90B/16A/1      Bldg Name      State Use 299  
 Vision ID 5970      Sec # 1 of 1      Card # 1 of 1      Print Date 2/7/2023 12:05:53 PM

CURRENT OWNER		TOPO	UTILITIES	STRT/ROAD	LOCATION	CURRENT ASSESSMENT											
GJS PROPERTIES LLC						Description	Code	Appraised	Assessed	VISION							
421 TUNGS HILL RD						Com Outbld	2-5	7,750	5,430								
FAIRFIELD CT 06825						Vac. Cn Ld	5-2	177,740	124,420								
SUPPLEMENTAL DATA																	
GIS ID: 908-16A		Assoc Pkbl:		Special Dis: TD													
						Total		185,490	129,850								
RECORD OF OWNERSHIP						PREVIOUS ASSESSMENTS (HISTORY)											
GJS PROPERTIES LLC		10884	279	10-26-2022	U	V	0	20	2022	2-5	5,430	2021	2-5	5,430	2020	2-5	5,430
SCAF KIRBY JULIE TRUSTEE OF THE GEZA		10884	279	10-26-2022	U	V	0	11	2022	2-5	124,420	2021	5-2	124,420	2020	5-2	124,420
SCAF GEZA		0000	0000		U	V	0										
						Total		129,850	Total	129,850	Total	129,850					
EXEMPTIONS											OTHER ASSESSMENTS						
This agration acknowledges it visit by a Data Collector or Assessor																	
APPROVED VALUE SUMMARY																	
Appraised Bldg. Value (Card)											0						
Appraised X (B) Value (Bldg)											0						
Appraised Ob (B) Value (Bldg)											7,750						
Appraised Land Value (Bldg)											177,740						
Special Land Value											0						
Total Appraised Parcel Value											185,490						
Valuation Method											C						
Total Appraised Parcel Value											185,490						
BUILDING PERMIT RECORD											VISIT / CHANGE HISTORY						
Permit ID    Issue Date    Type    Description    Amount    Insp Date    % Comp    Dblt Comp    Comments											Date    ID    Type    Is    Cd    Purpose/Result						
											10-01-2008    RT    B1    1    1    Corn First Review						
											05-27-2008    JF    D0    1    1    Measure & List						
											08-25-1991    KC    A    1    1    Inside Inspection						
LAND LINE VALUATION SECTION																	
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value		
1	209	Vac Comm Lnd	DCB		5.125 SF	25.12	1.00000	C	1.00	CCN	1.500		1.0000	34.68	177,740		
					Total Card Land Units	5.125 SF	Parcel Total Land Area				0.1177			Total Land Value	177,740		

CONSTRUCTION DETAIL											CONSTRUCTION DETAIL (CONTINUED)										
Style: 04    Cd: 00    Description: Outbuildings																					
Mode: 00    Description: Vacant																					
Grade:    Description:																					
Stairs:    Description:																					
Occupancy:    Description:																					
Exterior Wall 1:    Description:																					
Exterior Wall 2:    Description:																					
Roof Structure:    Description:																					
Roof Cover:    Description:																					
Interior Wall 1:    Description:																					
Interior Wall 2:    Description:																					
Interior Flr 1:    Description:																					
Interior Flr 2:    Description:																					
Head Fast:    Description:																					
Head Type:    Description:																					
AC Type:    Description:																					
Total Bedrooms:    Description:																					
Total Full Baths:    Description:																					
Total Half Baths:    Description:																					
Total Xtra Flths:    Description:																					
Total Rooms:    Description:																					
Bath Style:    Description:																					
Kitchen Style:    Description:																					
Fireplaces:    Description:																					
Fin Sement Area:    Description:																					
Fin Sement Quall:    Description:																					
Basement Garages:    Description:																					
CONDO DATA											CONDO DATA										
Parcel ID:    Cd:    Description:											Parcel ID:    Cd:    Description:										
Adjust Type:    Code:    Description:    Factor%											Adjust Type:    Code:    Description:    Factor%										
Condo Flr:    Description:											Condo Flr:    Description:										
Condo Unit:    Description:											Condo Unit:    Description:										
COST / MARKET VALUATION											COST / MARKET VALUATION										
Building Value Note											Building Value Note										
Year Built											Year Built										
Effective Year Built											Effective Year Built										
Depreciation Code											Depreciation Code										
Remainder Rating											Remainder Rating										
Year Remodeled											Year Remodeled										
Depreciation %											Depreciation %										
Functional Obad											Functional Obad										
External Obsolescence											External Obsolescence										
Tweat Factor											Tweat Factor										
Condition											Condition										
Condition %											Condition %										
Percent Good											Percent Good										
RCALD											RCALD										
Dep % Chr											Dep % Chr										
Dep Chr Comment											Dep Chr Comment										
Misc. Imp Chr											Misc. Imp Chr										
Call to Cure Chr											Call to Cure Chr										
Cost to Cure Chr											Cost to Cure Chr										
OR - OUTBUILDING & YARD ITEMS (L) / XP - BUILDING EXTRA FEATURES (B)											OR - OUTBUILDING & YARD ITEMS (L) / XP - BUILDING EXTRA FEATURES (B)										
Code	Description	L/B	Units	Unit Price	TY BR	Cont. Cd	% Gd	Grade	Unk/Adj	Adpt. Value											
PAV1	Paving Asphalt	L	5.000	3.10	2508		50		0.00	7,750											
BUILDING SUB-AREA SUMMARY SECTION											BUILDING SUB-AREA SUMMARY SECTION										
Code	Description	Lang Area	Floor Area	Est Area	Unit Cost	Unk/Deprec. Value															
Tb Gross Liv / Lease Area							0	0	0	0	0										



# TAX ASSESSOR'S CARD (continued)

Property Location: 205 CONGRESS ST #221  
 Vision ID: 5998  
 Account #: R-0014430  
 Map ID: 35/906 14/  
 Bldg # 1  
 Bldg Name: Sec. # 1 of 1  
 Card # 1 of 1  
 State Use 299  
 Print Date 2/7/2023 12:05:39 PM

CURRENT OWNER		TOPO	UTILITIES	STRT/ROAD	LOCATION	CURRENT ASSESSMENT									
G J S PROPERTIES LLC						Description:	Code:	Appraised:	Assessed:	8015					
421 TUNNIS HILL RD						Cur Code:	2-5	18,000	13,020	BRIDGEPORT, CT					
FARFIELD CT 06430						Vac Cur Lnd:	5-2	244,450	171,120						
<b>SUPPLEMENTAL DATA</b> All Pro ID: 908-14 Census Tr: CEN706 Heat Method: 200-260 Special Dis: TD Assoc Proff:						<b>VISION</b> Total: 262,050 / 184,140									
RECORD OF OWNERSHIP						PREVIOUS ASSESSMENTS (HISTORY)									
TRAC/VOL/PAGE	SALE DATE	QU	VI	SALE PRICE	VC	Year	Code	Assessed	Year	Code	Assessed				
3649	0257	12-13-1996	U	1	160,000	2022	2-5	13,020	2021	2-5	13,020				
							5-2	171,120		5-2	171,120				
Total:						184,140		184,140			184,140				
EXEMPTIONS						OTHER ASSESSMENTS									
Year	Code	Description	Amount	Code	Description	Number	Amount	Code	Comments						
Total:						0.00									
ASSESSING NEIGHBORHOOD						APPROXIMATE VALUE SUMMARY									
Mblnd	Nbrhd Name	S	Block	Rctch		Appraised Bldg Value (Card): 0 Appraised X1 (B) Value (Bldg): 0 Appraised O6 (B) Value (Bldg): 18,000 Appraised Land Value (Bldg): 244,450 Special Land Value: 0 Total Appraised Parcel Value: 262,050 Valuation Method: C									
NOTES						Total Appraised Parcel Value: 262,050									
PARKING FOR POLICE STA						2014 BE: NA									
BUILDING PERMIT RECORD															
Permit ID	Issue Date	Type	Description	Amount	Exp Date	% Comp	Date Comp	Comments	Date	By	Type	IS	Purpose/Result		
									10-01-2008	RT		01	91	Com Plan Review	
									05-27-2006	JF		00	00	Propose & Permit	
									06-25-1991	KC			A	Inside Inspection	
LAND LINE VALUATION SECTION															
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond	Nbrhd	Rbhd Adj	Notes	Location Adjustment	Adj Unit P	Land Value
1	206	Vac Comm Lnd	DCB		17,744 SF	12.79	1.00000	C	1.00	CDN	1.500			19 18	244,450
Total Land Land Units					17,744	SF	Parcel Total Land Area: 2006					Total Land Value:	244,450		

Property Location: 205 CONGRESS ST #221  
 Vision ID: 5998  
 Account #: R-0014430  
 Map ID: 35/906 14/  
 Bldg # 1  
 Bldg Name: Sec. # 1 of 1  
 Card # 1 of 1  
 State Use 299  
 Print Date

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	IS	IS	Description	Element	IS	IS	Description
Style:	01		Outbuildings				
Mode:	00		Vacant				
Grade:							
Stories:							
Occupancy:							
Exterior Wall 1:							
Exterior Wall 2:							
Roof Structure:							
Roof Cover:							
Interior Wall 1:							
Interior Wall 2:							
Interior Fl 1:							
Interior Fl 2:							
Heat Fuel:							
Heat Type:							
AC Type:							
Total Bedrooms:							
Total Full Baths:							
Total Half Baths:							
Total Xtra Baths:							
Total Rooms:							
Bath Style:							
Kitchen Style:							
Fireplaces:							
Fin Burn Area:							
Fin Burn Qual:							
Burnt Garages:							
<b>COND DATA</b> Parcel ID: [ ] Adjct Type: [ ] Scale: [ ] Description: [ ] Factors: [ ] CONDO UNIT CONDO UNIT				<b>COST/MARKET VALUATION</b> Building Value Base: Year Built: Effective Year Built: Depreciation Code: Remodel Rating: Year Remodeled: Depreciation %: Functional Obso: External Obsolescence: Trend Factor: 1.000 Condition: Condition %: Percent Good: RCNLD: See % Cur: Del Cur Comment: Misc Imp Cur: Misc Imp Cur Comment: Cost to Cure Cur: Cost to Cure Cur Comment:			
<b>OB - OUTBUILDING &amp; YARD (YES/NO) / OF - BUILDING EXTRA FEATURES (SI)</b>							
Code	Description	LR	LR Units	LR Price	LR Tot	LR %	LR % Tot
PAV1	Paving Asph	L	12.00	8.10	2006	50	0.50
<b>BUILDING SUB-AREA SUMMARY SECTION</b>							
Code	Description	Living Area	Floor Area	FF Area	Unit Cost	Underpin Value	
Total Gross Liv/Lease Area		0	0	0	0	0	0



# TAX ASSESSOR'S CARD (continued)

Property Location: 235 CONGRESS ST  
 Vision ID: 9889 Account # R-008848 Map ID 35/908/15/1 Bldg # 1  
 Bldg Name Sec # 1 of 1 Card # 1 of 1 State Use 299  
 Print Date 2/7/2023 12:05:46 PM

CURRENT OWNER		TOPO	UTILITIES	STRT/ROAD	LOCATION	CURRENT ASSESSMENT										
GJS PROPERTIES LLC						Description	Code	Appraised	Assessed							
421 TUNHUS HILL RD						Com Outd	2-5	7,750	5,430							
FAIRFIELD CT 06825						Vac Cn Ld	5-2	182,048	127,430							
<b>SUPPLEMENTAL DATA</b>																
AP PLOT ID: 2608-15		Census Tr: CEN796		Special Dis: TD:												
HEAT: 500.500		FRESH:		ASSOC PLOT:												
GIS ID: 906-15						Total: 189,790 / 132,820										
RECORD OF OWNERSHIP		BR/VOL/PAGE	SALE DATE	CU	VI	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)								
GJS PROPERTIES LLC		10884	295	10-26-2022	U	0	03	Year	Code	Assessed	Year	Code	Assessed			
SCAP MOTORS INC		3418	0083	06-21-1995	U	0	0	2022	2-5	5,430	2021	2-5	5,430			
235 CONGRESS STREET LIMITED		2868	0032	12-26-1990	U	194,000	0		5-2	127,430		5-2	127,430			
AVO INC		2698	0387	08-07-1989	U	0	0									
ORDUZ VLADIMIR & ALIRO H ORDUZ		2867	0174	05-31-1989	U	1,500,000	0									
								Total		132,820	Total		132,820			
								Total		132,820	Total		132,820			
EXEMPTIONS		Amount	Code	Description	Number	Amount	Code	APPROXIMATE VALUE SUMMARY								
								Appraised Bldg. Value (Card)								
								Appraised X1 (B) Value (Bldg)								
								Appraised C6 (B) Value (Bldg)								
								Appraised Land Value (Bldg)								
								Special Land Value								
								Total Appraised Parcel Value								
								Valuation Method								
								Total Appraised Parcel Value								
								189,790								
NOTES																
BUILDING RAZED - FF 7/97																
PVMNT FOR POLICE STA																
2014 I&E NA																
BUILDING PERMIT RECORD		Permit ID	Issue Date	Type	Description	Amount	Exp Date	% Comp	Date Comp	Comments	Date	IS	Types	IS	LC	Purpose/Result
											05-27-2008	JF	01	1	00	Can Front Remove Measured & Labeled
											09-25-1991	JJ			K	
LAND LINE VALUATION SECTION																
B	Use Code	Description	Zone	Land Type	Land Area	Unit Price	Size Adj	Site Index	Cond	Notes	Notes Adj	Notes	Location Adjustment	Adj. Unit P.	Land Value	
1	359	Vac Comm Lnd	DCB		5,381 SF	22.50	1.00000	C	1.00	CON	1.000		1.0000	33.83	182,040	
					Total Card Land Lines	5,381 SF	Parcel Total Land Area: 0.1235						Total Land Value	182,040		

Property Location: 235 CONGRESS ST  
 Vision ID: 9889 Account # R-008848 Map ID 35/908/15/1 Bldg # 1  
 Bldg Name Sec # 1 of 1 Card # 1 of 1 State Use 299  
 Print Date

CONSTRUCTION DETAIL		CONSTRUCTION DETAIL (CONTINUED)									
Element	Code	Description	Element	Code	Description						
Style	04	Outbuildings									
Material	00	Vacant									
Grade											
Stories											
Occupancy											
Exterior Wall 1											
Exterior Wall 2											
Roof Structure											
Roof Cover											
Interior Wall 1											
Interior Wall 2											
Interior Flr 1											
Interior Flr 2											
Heat Fuel											
Heat Type											
AC Type											
Total Bedrooms											
Total Full Baths											
Total Half Baths											
Total Xtra Baths											
Total Rooms											
Bath Style											
Kitchen Style											
Fireplaces											
Fin Bmnt Area											
Fin Bmnt Qual											
Bmnt Garages											
<b>CONDO DATA</b>											
Parcel ID	CT		Other								
Adjust Type	Code	Description	Factor%								
Condo FF											
Condo Unit											
<b>COST/MARKET VALUATION</b>											
Building Value New											
Year Built											
Effective Year Built											
Depreciation Code											
Remodel Rating											
Year Remodeled											
Depreciation %											
Functional Obsolescence											
Substn Obsolescence											
Trend Factor											
Condition											
Condition %											
Percent Good											
RCNLD											
Dep % Cnt											
Dep Cnt Comment											
Misc Imp Cnt											
Misc Imp Cnt Comment											
Cost to Cure Cnt											
Cost to Cure Cnt Comment											
ON - OUTBUILDING & YARD ITEMS (L) / XP - BUILDING EXTRA FEATURES (B)											
Code	Description	UB	UBS	Unit Price	Yr Bld	Cond	CD	% Gd	Grnd	Grnd Adj	Appr. Value
RV1	Reving Area	L	5,000	3.70	2008			52		0.00	7,750
BUILDING SUB-AREA SUMMARY SECTION											
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undrspr. Value					
Tl Gross Liv / Lease Area		0	0	0		0					



LEGAL DESCRIPTION - 205-221 CONGRESS STREET, BRIDGEPORT

021433

BK3649PG267

To all People to Whom these Presents shall Come Greeting:

Know Ye, That EDWARD J. IULO AND TED BENNETT, TRUSTEES  
TEAMSTER LOCAL 1040 HEALTH SERVICES AND INSURANCE FUND

herein designated as the Grantor,

for the consideration of ONE HUNDRED SIXTY THOUSAND AND 00/100 (\$160,000.00)  
DOLLARS received to the full satisfaction of the Grantor from

G J S Properties, LLC

herein designated as the Grantee.

Does hereby give, grant, bargain, sell and convey to the Grantee and to Grantee's heirs and assigns  
forever all that certain piece, parcel or tract of land situated in the City of Bridgeport, County of  
Fairfield, State of Connecticut, bounded and described as follows:

- NORTHERLY by Congress Street, 108 feet, more or less,
- EASTERLY by land now or formerly of German Reformed Ecclesiastical Society  
120 feet, more or less,
- SOUTHERLY by Chapel Street, 108 feet, more or less,
- WESTERLY by land now or formerly of St. George Hotel, Inc., 124 feet, more or less.

Said Premises are also known as 205-221 Congress Street, Bridgeport.

The above premises are subject to

1. Building lines, if established, and the provisions of any and all local, municipal, state or federal ordinances, rules, regulations, or limitations which may affect the premises.
2. Taxes due the City of Bridgeport on the October 1, 1995 Grand List as the same become due and payable.
3. Any assessment or pending assessment for which a lien or liens have not been filed.

CONVEYANCE TAX RECEIPT  
176.00 CITY 6.64 STATE  
BRIDGEPORT

It is hereby held the premises hereby conveyed with the appurtenances thereof, unto the  
Grantee and unto the Grantee's heirs and assigns forever, to their proper use and behoof, and the  
Grantor does for itself, its successors and assigns covenant with the Grantee and with the Grantee's  
heirs and assigns, that the Grantor is well seized of the premises as a good indefeasible estate in FEE  
SIMPLE, has good right to grant and convey the same in manner and form as herein written and the  
same are free from all encumbrances whatsoever, except as herein stated.

And Furthermore, the Grantor does by these presents bind itself, its successors and assigns  
forever to WARRANT AND DEFEND the premises hereby conveyed to the Grantee and to the  
Grantee's heirs and assigns against all claims and demands whatsoever, except as herein stated.

LEGAL DESCRIPTION - 245 CONGRESS STREET, BRIDGEPORT

BK: 10884 PG: 281  
INST: 00025651

**SCHEDULE A  
LEGAL DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land, together with the buildings and all other improvements thereon, situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, bounded and described as follows:

Beginning at a point marking the intersection of the east street line of Chapel Street and the south street line of Congress Street, thence running the following courses and distances:

Running easterly along the south street line of Congress Street at an interior angle of  $92^{\circ} 28' 00''$  with the east street line of Chapel Street a distance of 64.15 feet to a point;

Thence running at an interior angle of  $82^{\circ} 23' 20''$  with the south street line of Congress Street, a distance of 104.73 feet to the north street line of Chapel Street;

Thence running in a westerly direction along the north street line of Chapel Street at an interior angle of  $89^{\circ} 40' 40''$  with the last described line a distance of 54.96 feet to the east street line of Chapel Street;

Thence running along the east street line of Chapel Street at an interior angle of  $95^{\circ} 28' 00''$  with the north street line of Chapel Street a distance of 96.30 feet to the point and place of beginning.

END OF DESCRIPTION

RECEIVED FOR RECORD  
Oct 26, 2022 03:44:12P  
CHARLES D. CLEYDONS JR.  
TOWN CLERK  
BRIDGEPORT, CT

LEGAL DESCRIPTION - 235 CONGRESS STREET, BRIDGEPORT

BOOK: 10884 PG: 256  
INST: 00025647

**SCHEDULE A  
LEGAL DESCRIPTION**

ALL THAT CERTAIN piece or parcel of land, together with the buildings and all other improvements thereon, situated in the City of Bridgeport, County of Fairfield, and State of Connecticut, bounded:

NORTHERLY: by Congress Street, 50 feet;

EASTERLY: by land now or formerly of the Wheeler Company, 111.25 feet;

SOUTHERLY: by Chapel Street, 50 feet; and

WESTERLY: by land now or formerly of Henry Shannon.

All of said dimensions being more or less.

END OF DESCRIPTION

RECEIVED FOR RECORD  
DEC 24 2022 09:28 AM  
CHARLES D. ALPERT JR.  
TOWN CLERK  
BRIDGEPORT, CT



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. 39-23 Ref'd to Ordinance Committee on 01/16/2024.  
Cancelled & Carried over to 02/05/2024.  
January 8, 2024

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

Dear City Clerk and Members of the City Council:

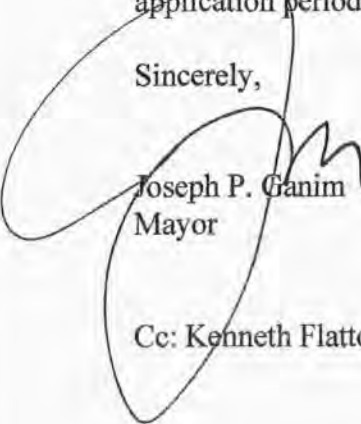
Please find attached proposed amendments to the Senior Tax Relief ordinance, which provides property tax relief to many senior citizens in our city who are on a fixed income. As many of you know, only a couple years ago, my administration successfully worked with the City Council to expand senior tax relief in our city by increasing the total amount of aid to seniors and opening up the eligibility to participate in the program.

Today, I am proposing modest updates to the ordinance so that the senior tax relief program reflects the significant amount of inflation which has impacted us over the last few years since the last ordinance amendment. The proposed amendments increase the amount of aid provided to our eligible Bridgeport seniors, as well as to eligible disabled residents under the program, as well as expands the income brackets that qualify for such aid.

While my administration has been consistent in holding the line of property taxes, we must be ever mindful of the impact that property taxes can have on some of our most vulnerable homeowners. This is why this senior tax relief program was created, as authorized under State Statute, and the reason it is now prudent to adjust the program's eligibility parameters.

I am requesting that this matter be referred to the Ordinance Committee at the next full Council meeting, and I urge passage of these amendments by the full Council prior to the tax relief application period this spring. I look forward to any questions that you may have.

Sincerely,

  
Joseph P. Ganim  
Mayor

Cc: Kenneth Flatto, Director of Finance

ATTEST  
CITY CLERK

2024 JAN 10 PM 3:47

RECEIVED  
CITY CLERKS OFFICE

## CITY COUNCIL RESOLUTION

### **Proposed Amendments to Article II. *Real Property Tax Relief for Senior Citizens*, Sections 3.16.110 and 3.16.120 of the Bridgeport Municipal Code of Ordinances**

RECEIVED  
CITY CLERKS OFFICE  
2024 JAN 10 PM 3:47  
CITY CLERK

**WHEREAS**, pursuant to Section 12-129n of the General Statutes of the State of Connecticut, any resident of the city who owns real property, including and not limited to cooperative unit owners in the city or who is liable for the payment of taxes thereon under Section 12-48 of the Connecticut General Statutes and occupies that property as his or her principal residence shall be eligible for the real property tax relief based on certain qualifying conditions; and,

**Whereas**, there has not been an update to the senior tax relief ordinance since it was last proposed by Mayor Ganim and adopted by the City Council in 2019; and,

**Whereas**, inflation in the United States has been significant over the last few years, causing prices and the cost of living to increase drastically; and,

**Whereas**, as a result of inflation and new economic conditions, the City Council should consider modest updates to the senior tax relief program to ensure that adequate relief is being provided to our most vulnerable senior taxpayers; and,

**Whereas**, as part of those modest adjustments, the City Council should from time to time update both the income eligibility requirements and the amount of the tax relief provided to qualifying senior taxpayers.

**Now therefore, be it ordained by the City Council of the City of Bridgeport** that Article II. *Real Property Tax Relief for Senior Citizens*, Sections 3.16.110 and 3.16.120 of the Bridgeport Municipal Code of Ordinances be amended in accordance with the changes in Exhibit A attached hereto, and that such amendments take effect immediately upon publication.

---

## ***Article II. Real Property Tax Relief for Senior Citizens***

### **3.16.070 Transfer of state tax relief program for the elderly.**

Pursuant to subsection (b) of section 4 of Public Act 82-322, the responsibilities and duties relative to the administration of the state tax relief program for the elderly shall be, and they are, transferred from the municipal assessor's office to the department on aging.

(Prior code § 28-4)

### **3.16.080 Homeowner's taxes—Billing on quarterly basis.**

Any homeowner who is eligible for property tax relief pursuant to Section 12-129b or 12-170aa of the Connecticut General Statutes may pay such homeowner's taxes in quarterly, rather than semiannual, installments as provided in Section 16 of Connecticut Special Act 88-80, as amended by Section 9 of Connecticut Special Act 89-47. Upon a determination by the Bridgeport tax assessor that such homeowner is qualified for tax relief under Section 12-129b or 12-170aa, the Bridgeport tax collector shall bill such homeowner for his or her real property taxes on a quarterly basis and such taxes shall be due and payable in quarterly installments on July 1st, October 1st, January 1st and April 1st of each year rather than in semi-annual installments on July 1st and January 1st. This section shall be effective for the fiscal year beginning July 1, 1990.

(Ord. dated 2/5/90)

### **3.16.090 In general.**

The city enacts tax relief for elderly real property owners pursuant to Section 12-129(n) of the General Statutes of the state of Connecticut for eligible residents of the city for the fiscal year commencing July 1, 1987 and each ensuing fiscal year on the terms and conditions provided in this article. Wherever herein reference is made to the General Statutes of the state of Connecticut, reference shall be to the statutes cited, any amendments thereto or any successor statutes, as may be applicable to this article. All relevant General Statutes of the state of Connecticut are incorporated in this article so far as they may be applicable and in the event of any discrepancy between this article and any General Statute the General Statute shall control and this article shall not be invalid but shall be deemed to be in conformity with that General Statute.

(Prior code § 28-31)

### **3.16.100 Eligibility.**

Pursuant to Section 12-129n of the General Statutes of the state of Connecticut, any resident of the city who owns real property, including and not limited to cooperative unit owners in the city or who is liable for the payment of taxes thereon under Section 12-48 of the Connecticut General Statutes and occupies that property as his or her principal residence shall be eligible for the real property tax relief set forth in this article provided they meet all of the following conditions:

- A. At the close of the calendar year next preceding the year in which the claim for tax relief is filed and approved such resident shall be sixty-five (65) years of age or over; or the spouse of such resident shall

be sixty-five (65) years of age or over; or such resident shall be sixty (60) years of age or over and the surviving spouse of a taxpayer who qualified in Bridgeport under this article at the time of his or her death;

- B. Such resident or his or her spouse has resided in a residence located in the city and has paid taxes to the city for a period of one year immediately preceding July 1st of the fiscal year for which the person shall receive the real property tax relief as set forth in this article; and
- C. During the calendar year preceding the year in which application is made for the tax relief under this article, such resident and his or her spouse together shall not have an income in excess of the maximum income for eligibility for the program of tax relief under Chapter 204a of the Connecticut General Statutes Sections 12-170aa et seq. determined under that chapter and statutes or any amendments thereto.

(Ord. dated 9/3/19 ; Prior code § 28-32)

### **3.16.110 Real property tax relief and maximum.**

Each resident qualifying under this article shall receive a tax credit of ~~eight hundred dollars (\$800.00)~~ in the manner stated below on such resident's annual real property tax bill for his or her principal residence in the city provided no such property tax relief, together with any relief received by such resident under the provisions of all applicable General Statutes of the state of Connecticut, shall exceed, in the aggregate, seventy-five (75) percent of the tax which would, except for such General Statutes, and this article, be laid against the taxpayer. For the fiscal year commencing on July 1, ~~2020~~ 2024 to June 30, ~~2021~~ 2025 and future fiscal years, each resident qualifying under this article shall receive a tax credit up to the following amounts, based upon such resident's level of annual household income as defined under state statute:

Household Income From one dollar (\$1.00) up to ~~twenty thousand dollars (\$20,000.00)~~ thirty thousand dollars (\$30,000): Tax Credit up to ~~one thousand two hundred dollars (\$1,200.00)~~ one thousand five hundred dollars (\$1,500).

Household Income between ~~twenty thousand and one dollars (\$20,001.00)~~ and ~~forty three thousand and nine hundred dollars (\$43,900.00)~~ thirty thousand and one dollars (\$30,001) and fifty thousand dollars (\$50,000): Tax Credit up to ~~nine hundred dollars (\$900.00)~~ one thousand dollars (\$1,000).

Household Income between ~~forty three thousand nine hundred one dollars (\$43,901.00)~~ and ~~fifty eight thousand dollars (\$58,000.00)~~ fifty thousand and one dollars (\$50,001) and seventy-five thousand dollars (\$75,000): Tax Credit up to ~~four hundred dollars (\$400.00)~~ five hundred dollars (\$500).

Anything else in this Article to the contrary notwithstanding, the real property tax relief credits provided for in this Article shall not exceed a total of ~~six hundred thousand dollars (\$600,000.00)~~ per fiscal year more than the total amount in the FY 2020 year.

Tax credits shall be granted first to those applicants with household income from one dollar (\$1.00) up to twenty thousand dollars (\$20,000.00) who qualify for tax credits. In the event the number of such timely filed new eligible applicants results in the total of the tax credits if granted at the full one thousand two hundred dollars (\$1,200.00) rate exceeding the total of six hundred thousand dollars (\$600,000.00) per fiscal year, then the tax credits shall be granted in equal reduced amounts by allocating the six hundred thousand dollars (\$600,000.00) amongst all the eligible applicants in this category.

In the event that funds remain after granting the tax credits to those qualified applicants with household income from one dollar (\$1.00) up to twenty thousand dollars (\$20,000.00), then tax credits shall be granted to those applicants with household income between twenty thousand and one dollars (\$20,001.00) and forty three thousand nine hundred dollars (\$43,900.00). In the event the number of such timely filed new eligible applicants



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results in the total of the tax credits if granted at the full nine hundred dollar (\$900.00) rate exceeding the total of six hundred thousand dollars (\$600,000.00) per fiscal year, then the tax credits shall be granted in equal reduced amounts by allocating the available funds amongst all the eligible applicants in this category.

In the event that funds remain after granting the tax credits to those qualified applicants with household income from twenty thousand and one dollars (\$20,001.00) up to forty three thousand nine hundred (\$43,900.00); then tax credits shall next be granted to those applicants with household income between forty three thousand nine hundred one dollars (\$43,901.00) and fifty eight thousand dollars (\$58,000.00). In the event the number of such timely filed new eligible applicants results in the total of the tax credits if granted at the full four hundred dollars (\$400.00) rate exceeding the total of six hundred thousand dollars (\$600,000.00) per fiscal year, then the tax credits shall be granted in equal reduced amounts by allocating the available funds amongst all the eligible applicants in this category.

(Ord. dated 9/3/19 ; Ord. dated 7/3/06: Ord. dated 6/20/05: Ord. dated 9/4/01: prior code § 28-33)

### **3.16.120 Application for real property tax relief.**

Any resident seeking tax relief under this article, or his or her authorized agent or duly appointed representative, must file an application for real property tax relief under this article, in such form as may be required by the tax assessor ~~on or before June 30, 1987 for the fiscal year~~ between February 1<sup>st</sup> and May 15<sup>th</sup> of each fiscal year beginning July 1, 1987 and thereafter ~~on or before June 15th~~ immediately preceding the fiscal year in which the resident seeks such tax relief and shall provide to the tax assessor such documents, including, but not limited to, federal income tax returns or authorization to secure same, as the tax assessor may deem necessary to determine whether or not the resident qualifies for the real property tax relief granted in this article. Once an applicant is determined to be eligible for the real property tax relief granted in this article he or she shall, thereafter, file an application on a biennial basis unless the tax assessor determines otherwise in order to determine if the applicant meets the eligibility requirements of this article.

(Ord. dated 9/6/88: prior code § 28-34)

### **3.16.130 Appeals.**

Any resident who is aggrieved by a decision of the tax assessor denying all or any part of the real property tax relief under this article may appeal from that decision in the same manner as any taxpayer may appeal any tax assessment.

(Prior code § 28-35)

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## **Article II. Real Property Tax Relief for Senior Citizens**

### **3.16.070 Transfer of state tax relief program for the elderly.**

Pursuant to subsection (b) of section 4 of Public Act 82-322, the responsibilities and duties relative to the administration of the state tax relief program for the elderly shall be, and they are, transferred from the municipal assessor's office to the department on aging.

(Prior code § 28-4)

### **3.16.080 Homeowner's taxes—Billing on quarterly basis.**

Any homeowner who is eligible for property tax relief pursuant to Section 12-129b or 12-170aa of the Connecticut General Statutes may pay such homeowner's taxes in quarterly, rather than semiannual, installments as provided in Section 16 of Connecticut Special Act 88-80, as amended by Section 9 of Connecticut Special Act 89-47. Upon a determination by the Bridgeport tax assessor that such homeowner is qualified for tax relief under Section 12-129b or 12-170aa, the Bridgeport tax collector shall bill such homeowner for his or her real property taxes on a quarterly basis and such taxes shall be due and payable in quarterly installments on July 1st, October 1st, January 1st and April 1st of each year rather than in semi-annual installments on July 1st and January 1st. This section shall be effective for the fiscal year beginning July 1, 1990.

(Ord. dated 2/5/90)

### **3.16.090 In general.**

The city enacts tax relief for elderly real property owners pursuant to Section 12-129(n) of the General Statutes of the state of Connecticut for eligible residents of the city for the fiscal year commencing July 1, 1987 and each ensuing fiscal year on the terms and conditions provided in this article. Wherever herein reference is made to the General Statutes of the state of Connecticut, reference shall be to the statutes cited, any amendments thereto or any successor statutes, as may be applicable to this article. All relevant General Statutes of the state of Connecticut are incorporated in this article so far as they may be applicable and in the event of any discrepancy between this article and any General Statute the General Statute shall control and this article shall not be invalid but shall be deemed to be in conformity with that General Statute.

(Prior code § 28-31)

### **3.16.100 Eligibility.**

Pursuant to Section 12-129n of the General Statutes of the state of Connecticut, any resident of the city who owns real property, including and not limited to cooperative unit owners in the city or who is liable for the payment of taxes thereon under Section 12-48 of the Connecticut General Statutes and occupies that property as his or her principal residence shall be eligible for the real property tax relief set forth in this article provided they meet all of the following conditions:

- A. At the close of the calendar year next preceding the year in which the claim for tax relief is filed and approved such resident shall be sixty-five (65) years of age or over; or the spouse of such resident shall

be sixty-five (65) years of age or over; or such resident shall be sixty (60) years of age or over and the surviving spouse of a taxpayer who qualified in Bridgeport under this article at the time of his or her death;

- B. Such resident or his or her spouse has resided in a residence located in the city and has paid taxes to the city for a period of one year immediately preceding July 1st of the fiscal year for which the person shall receive the real property tax relief as set forth in this article; and
- C. During the calendar year preceding the year in which application is made for the tax relief under this article, such resident and his or her spouse together shall not have an income in excess of the maximum income for eligibility for the program of tax relief under Chapter 204a of the Connecticut General Statutes Sections 12-170aa et seq. determined under that chapter and statutes or any amendments thereto.

(Ord. dated 9/3/19 ; Prior code § 28-32)

### **3.16.110 Real property tax relief and maximum.**

Each resident qualifying under this article shall receive a tax credit in the manner stated below on such resident's annual real property tax bill for his or her principal residence in the city provided no such property tax relief, together with any relief received by such resident under the provisions of all applicable General Statutes of the state of Connecticut, shall exceed, in the aggregate, seventy-five (75) percent of the tax which would, except for such General Statutes, and this article, be laid against the taxpayer. For the fiscal year commencing on July 1, 2020 to June 30, 2021 and future fiscal years, each resident qualifying under this article shall receive a tax credit up to the following amounts, based upon such resident's level of annual household income as defined under state statute:

Household Income From one dollar (\$1.00) up thirty thousand dollars (\$30,000): Tax Credit up to one thousand five hundred dollars (\$1,500).

Household Income between thirty thousand and one dollars (\$30,001) and fifty thousand dollars (\$50,000): Tax Credit up to one thousand dollars (\$1,000).

Household Income between fifty thousand and one dollars (\$50,001) and seventy-five thousand dollars (\$75,000): Tax Credit up to five hundred dollars (\$500).

(Ord. dated 9/3/19 ; Ord. dated 7/3/06: Ord. dated 6/20/05: Ord. dated 9/4/01: prior code § 28-33)

### **3.16.120 Application for real property tax relief.**

Any resident seeking tax relief under this article, or his or her authorized agent or duly appointed representative, must file an application for real property tax relief under this article, in such form as may be required by the tax assessor, on or before May 31<sup>st</sup> for the fiscal year immediately preceding the fiscal year in which the resident seeks such tax relief and shall provide to the tax assessor such documents, including, but not limited to, federal income tax returns or authorization to secure same, as the tax assessor may deem necessary to determine whether or not the resident qualifies for the real property tax relief granted in this article. Once an applicant is determined to be eligible for the real property tax relief granted in this article he or she shall, thereafter, file an application on a biennial basis unless the tax assessor determines otherwise in order to determine if the applicant meets the eligibility requirements of this article.

(Ord. dated 9/6/88: prior code § 28-34)

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### **3.16.130 Appeals.**

Any resident who is aggrieved by a decision of the tax assessor denying all or any part of the real property tax relief under this article may appeal from that decision in the same manner as any taxpayer may appeal any tax assessment.

(Prior code § 28-35)



# OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED  
CITY CLERKS OFFICE  
2024 JAN 10 PM 3:19

ATTEST \_\_\_\_\_  
CITY CLERK

## SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	40-23
Submitted by Councilmember(s):	Aidee Nieves Scott Burns 130TH Ernest E. Newton II 139TH
Co-Sponsors(s):	
District:	137TH
Subject:	Concerning the Initiation of a Charter Revision Process for the City of Bridgeport
Referred to:	Ordinance Committee
City Council Date:	January 16, 2024 Cancelled & Carried over to 02/05/2024.

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

**WHEREAS**, our Charter is the foundation that guides principles for governance; it defines our Community, its powers and functions and essential procedures of our City Government subject to federal and state law; and

**WHEREAS**, the City Council of Bridgeport recognizes the need to modernize and simplify our Charter to address the needs and challenges confronting our municipality; and

**WHEREAS**, the City of Bridgeport has, from time to time, encountered issues involving the operation of the City and its effective representation of the residents of this City that would benefit from a comprehensive review by a Charter Revision Commission; and

**WHEREAS**, the Bridgeport Charter was last comprehensively updated nearly three decades ago, effective January 1, 1993; and

**WHEREAS**, the City Council of the City of Bridgeport is the appointing authority for a Charter Revision Commission, acting by a two-thirds (2/3rds) vote of its entire membership; and now, therefore be it:

**RESOLVED**, pursuant to C.G.S. 7-187 et.seq. (in particular Sec. 7-199(6)) that a Charter Revision Commission be formed, established, created, and/or appointed within thirty 30 days of the passage of this resolution to amend the Charter in such manner and respects as deemed necessary and appropriate;

**RESOLVED**, pursuant to C.G.S 7-190, that within thirty (30) days following initiation of the charter revision process, this Council shall, by resolution:

- (1) Appoint a Charter Revision Commission consisting of (a) not fewer than five (5) nor more than fifteen (15) members; (b) not more than one-third (1/3rd) of whom may hold public office in the City; and, (c) not more than a bare majority of whom shall be members of any one political party, which Commission shall designate a Chair, Vice Chair and a Secretary and proceed forthwith to draft any such charter amendments and
- (2) Establish the timeframe for submission of a draft and final report by said Commission.



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

## SECTION IV PUBLIC HEARING INFORMATION

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

## SECTION V AMENDMENTS/EXHIBITS

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

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

## SECTION VII WITHDRAWN/SINE DIE INFORMATION

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

City Council Approval Date:

## SECTION IX COMMENTS (if any)



OFFICE OF THE CITY CLERK  
COMMUNICATION FORM

**IMMEDIATE CONSIDERATION**

*Below to be used for processing of Immediate Consideration items only*

Log ID/Item number: 41-23  
Submitting Department / Contact Name: Council President Aidee Nieves, D-137<sup>th</sup>  
Co-sponsors, Ernest Newton, D-139<sup>th</sup>; Jeanette Herron, D-133<sup>rd</sup>;  
Rolanda Smith, D-132<sup>nd</sup>; Jorge Cruz, Sr., D-131<sup>st</sup> and Richard  
Ortiz, D-135<sup>th</sup>.  
Subject: Proposed Resolution to Censure Councilwoman Maria Pereira  
Referred to Committee: Immediate Consideration  
City Council Date: February 5, 2024

Attest:

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

Date  
2/14/24

Approved by:

*Joseph P. Ganim*  
Joseph P. Ganim, Mayor

Date

RECEIVED  
CITY CLERKS OFFICE  
24 FEB 16 AM 2:39  
ATTEST  
CITY CLERK



# OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED  
CITY CLERKS OFFICE

2024 JAN 10 PM 4:07

ATTEST \_\_\_\_\_  
CITY CLERK

## SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	41-23
Submitted by Councilmember(s):	Aidee Nieves Council President Ernest E. Newton AmyMarie Vizzo- Panicia Jeannette Herron Rolanda Smith Jorge Cruz Richard Ortiz
Co-Sponsors(s):	Bridgeport City Council Leadership
District:	137TH
Subject:	Proposed Censure of Councilwoman Maria H. Pereira
Referred to:	Choose an item: IMMEDIATE CONSIDERATION
City Council Date:	January 16, 2024 <b>Cancelled - Carried Over to February 5, 2024.</b>

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

**WHEREAS**, Council Member Maria Pereira at and following the January 2, 2024, City Council meeting displayed behavior and conduct that was incompatible with proper decorum from an elected City Official.

**WHEREAS**, during the January 2<sup>nd</sup> City Council meeting City Council Member Pereira (by her own admission) stuck up her middle finger at constituents from her chair in the City Council chamber. This public display of disrespect is totally unacceptable behavior and was particularly egregious for having occurred at a meeting in which the City Council was working to adopt a non-binding resolution designed to help encourage a ceasefire between Israel and Hamas in the ongoing war in Gaza and to promote unity and peace in the Mideast and locally, particularly between the Jewish and Muslim residents.

**WHEREAS**, by any reasonable measure, it is clear that City Council Member Pereira's actions and comments on January 2<sup>nd</sup> were deplorable and undermined the City Council's common purpose and created a divisive atmosphere.

**WHEREAS**, by subsequent email of January 3<sup>rd</sup> to the City Council President and to a top-ranking member of the Mayor's staff, City Council Member Pereira included references to Muslim members of our community who attended the City Council meeting as a "mob" and "thugs." She even referred to one of the constituents who attended the City Council meeting as a "possible Hamas terrorist." This kind of racial profiling and derogatory comments towards a specific racial group has no place in our politics and civil discourse.

**WHEREAS**, by such subsequent email, City Council Member Pereira brought further disrepute to the City Council by virtue of her unprofessional and disrespectful statements concerning various named City employees.

**WHEREAS**, specifically in her email City Council Member Pereira referred to Bridgeport's Chief of Police as "Porter the Pig" and his officers as "piglets." Such inflammatory language not only disrespects the dedicated men and women who serve our community, but also puts their safety at risk. The use of derogatory terms like these is completely unacceptable, goes against the values of unity and collaboration that our city stands for, and





## OFFICE OF THE CITY CLERK RESOLUTION FORM

undermines public confidence in, and support for, our *men and women in Blue*, on whom as Connecticut's most populous urban area we depend for public safety and security, particularly in our post George Floyd / Black Lives Matter environment.

**WHEREAS**, City Council Member Pereira's comments not only lacked the empathy that is expected from public officials but also demonstrated a disregard for the lives of those who selflessly protect our community, since elected representatives should lead by example, promoting civil discourse and respectful engagement, rather than resorting to offensive language that further divides our community.

**WHEREAS**, in addition City Council Member Pereira in her email made grossly inappropriate comments about mental and physical characteristics of certain named City employees, referring to one as dimwit and mocking another's weight.

**WHEREAS**, City Council Member Pereira's behavior exhibited insensitivity to our Muslim community's efforts to encourage a ceasefire to the war in Gaza and disrespect to our Muslim residents during the emotional devastation occasioned by the ongoing Mideast violence.

**WHEREAS**, considering City Council Member Pereira's recent actions, on January 4, 2024, the City Council Leadership condemned her derogatory remarks and called for her immediate resignation from her City Council office.

**WHEREAS**, while City Council Member Pereira has expressed concerns as to the authority of the City Council to adopt a non-binding resolution regarding a matter beyond its direct local legislative jurisdiction, but of immense international concern on which the City Council as a body chose to express a *sense of the body* – her objections to the procedural process employed by the City Council are certainly no excuse or justification for her outrageously inappropriate behavior.

**WHEREAS**, Bridgeport City Charter, Chapter 5, §5 (b) provides:

“The city council may determine its rules of proceeding in conformity to the general principles of parliamentary law, may punish members for disorderly behavior, and, after notice and hearing, may, by a two-thirds vote of all council members, expel a member for due cause. A quorum shall consist of eleven council members. At the request of any council member, the vote upon any question shall be taken by roll call vote.”

**WHEREAS**, City Council Rules of Order, Rule XXVI: Conduct in City Council provides:

“In speaking, City Council members shall refrain from mentioning any other member by name, shall confine themselves to the question, shall be courteous and not use unbecoming, abusive, or unparliamentary language, and shall avoid personalities.

Any member who, in debate or otherwise, indulges in personalities or makes charges reflecting upon the character of another member, shall make an apology in open session at the meeting at which offense is committed, or at the next succeeding regular meeting, and, failing to do so, shall be named by the President or held in contempt, and suspended from further participation in debate until said apology is made.”



## OFFICE OF THE CITY CLERK RESOLUTION FORM

**WHEREAS**, City Council Member Maria Pereira at the ~~January 16<sup>th</sup>~~ **February 5, 2024** City Council meeting will be provided an opportunity to issue an appropriate apology at the City Council Meeting on ~~January 16,~~ **2024 February 5, 2024**, and that she has declined and failed to do so.

**WHEREAS**, City Council Member Pereira at the ~~January 16<sup>th</sup>~~ **February 5, 2024** City Council meeting will be provided with an opportunity prior to vote upon this resolution to be heard as to why such resolution ought not be adopted.

**NOW THEREFORE BE IT RESOLVED THAT:** The City Council of the City of Bridgeport for the reasons stated herein, officially hereby condemns and as a body disavows City Council Member Pereira's recent improper behavior at the January 2, 2024, City Council meeting and her post-meeting email derogatory comments, as not being representative of the values, decency and commitment to civil discourse that we hold dear.

**BE IT FURTHER RESOLVED THAT:** City Council Member Pereira is hereby held in contempt, and suspended from further participation in debate until said apology is made. She will remain eligible to vote on matters before the City Council and to make and to second motions at Council meetings. However, until such time as she apologies, she will not be eligible to engage in substantive or procedural debate concerning matters pending before the Council.

**BE IT FURTHER RESOLVED THAT:** Council Member Pereira is hereby called upon to resign from her office immediately for the best interests of the City's Legislative body as a whole and the public it serves.

**\*\*\*As amended from the floor to amend date on paragraph 1 and 2 from January 16, 2024 to read February 5, 2024\*\*\***



# OFFICE OF THE CITY CLERK RESOLUTION FORM

## SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

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

## SECTION IV PUBLIC HEARING INFORMATION

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

## SECTION V AMENDMENTS/EXHIBITS

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

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

## SECTION VII WITHDRAWN/SINE DIE INFORMATION

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

City Council Approval Date: \_\_\_\_\_

## SECTION IX COMMENTS (if any)

IMMEDIATE CONSIDERATION

MEETING DATE: February 5, 2024

NO. 41-23

COMMITTEE:

REFERRED TO COMM.:

SUBJECT:

Proposed Resolution to Censure Maria H. Pereira, FOR IMMEDIATE CONSIDERATION

MOTION BY: J. Herron

vote to approve

2ND BY: Mary McBride-Lee

APPROVED  DENIED  TABLED  REF. TO COMM.

REMARKS: MOTION TO AMEND BY COUNCILMEMBER J. HERRON TO CORRECT DATE ON PAGE 3 OF RESOLUTION FROM JANUARY 16, 2024 TO FEBRUARY 5, 2024 SEONDED BY RICHARD ORTIZ VOTE TO APPROVE AMENDMENT MADE BY E. MARTINEZ SEONDED BY E. NEWTON

ROLL CALL VOTE REQUESTED BY COUNCILMEMBER MARIA PEREIRA

	YES	NO
Scott Burns	X	
Matthew McCarthy	X	
Jorge Cruz, Sr.	X	
Tyler Mack	absent	
Dasha T. Spell	X	
Rolanda Smith	X	
Aikeem G. Boyd	X	
Jeanette Herron	X	
Michelle A. Lyons	absent	
AmyMarie Vizzo-Paniccia	absent	
Mary A. McBride-Lee	X	
Richard Ortiz	X	
Alfredo Castillo	absent	
Frederick Hodges	X	
Aidee Nieves	absent	
Maria I. Valle	absent	
Maria H. Pereira		X
Jazmarie Melendez	X	
Eneida L. Martinez	X	
Ernest E. Newton, II.	X	

RECEIVED  
 CITY CLERKS OFFICE  
 24 FEB - 6 AM 12:11  
 ATTEST  
 CITY CLERK



OFFICE OF THE CITY CLERK  
COMMUNICATION FORM

**IMMEDIATE CONSIDERATION**

*Below to be used for processing of Immediate Consideration items only*

Log ID/Item number:	42-23
Submitting Department / Contact Name	Councilwoman Maria Pereira, D-138 <sup>th</sup>
Subject:	<b>Proposed Resolution to Censure Councilman Ernest Newton</b>
Referred to Committee:	Immediate Consideration
City Council Date:	February 5, 2024 (DENIED)

**Attest:**

*Lydia N. Martinez*

Lydia N. Martinez, City Clerk

Date

**Approved by:**

Joseph P. Ganim, Mayor

Date

**Please Note: Mayor did not sign report**

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERKS OFFICE  
24 FEB 23 PM 2:55



# OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED  
CITY CLERKS OFFICE

2024 JAN 10 AM 11:27

ATTEST \_\_\_\_\_  
CITY CLERK

## SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	42-23
Submitted by Councilmember(s):	Maria H. Pereira
Co-Sponsors(s):	Choose an item.
District:	138TH
Subject:	IMMEDIATE CONSIDERATION: Censure Resolution Councilman Ernest Newton
Referred to:	Choose an item.
City Council Date:	January 16, 2024 <b>Cancelled - Carried Over to February 5, 2024.</b>

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

**WHEREAS**, On Friday, January 5, 2024, Councilman Ernest Newton called into the Melissa Sheketoff in the Morning show on WICC following an interview provided by Councilwoman Maria Pereira as an invited guest of Melissa Sheketoff during the nine o'clock morning hour; and

**WHEREAS**, At the conclusion of Councilwoman Maria Pereira's live interview, Councilman Ernest Newton called into the show in response to Councilwoman Maria Pereira's remarks. Melissa Sheketoff welcomed Ernest Newton to her morning radio show in his capacity as a "councilman"; and

**WHEREAS**, Councilman Ernest Newton knowingly made a public declaration during the live broadcast; that Councilwoman Pereira calling Chief Porter a p-g was the same as calling him a "n----r," using the most derogatory and offensive racial slur possible; and

**WHEREAS**, The Merriam-Webster Dictionary defines this offensive racial slur as "*used as an insulting and contemptuous term for a Black person.*"; and

**WHEREAS**, Melissa Sheketoff attempted to block and "dump" Councilman Newton's use of the racial slur utilizing a limited few second delay, but failed to do so in time; and

**WHEREAS**, Councilman Newton's use of the most offensive racial slur recognized in the United States; was broadcast live to thousands of WICC listeners; and

**WHEREAS**; Within hours of Councilman Ernest Newton's offensive use of the racial slur, Councilwoman Maria Pereira spoke with constituents and non-constituents who shared they were listening to the live show and heard Councilman Ernest Newton utilize the offensive slur before being cut-off by Melissa Sheketoff; and

**WHEREAS**; Councilwoman Pereira communicated to Melissa Sheketoff that her attempt to "dump" Councilman Ernest Newton's use of the offensive slur was not activated in time, therefore her thousands of morning listeners heard his abhorrent use of the racial slur, live and on the air; and



## OFFICE OF THE CITY CLERK RESOLUTION FORM

**WHEREAS;** Per Aidee Nieves, Thomas Gaudett released my private email to media outlets while also serving as a Chief Campaign Strategist for Joe Ganim's re-election campaign who I vehemently oppose. My email was not a public declaration, but a private email requesting information and denouncing the conduct & behaviour of those in support of the non-binding Ceasefire Resolution which the City Council had no legal authority to deliberate or vote on, and

**WHEREAS;** Both Deputy Chief of Staff Thomas Gaudett & Legislative Liaison Constance Vickers created Park City Consulting, LLC in 2022, in which \$160,000 from Joe Ganim's Political Action Committee for Mayor has been funnelled into that LLC whose Treasurer, Anthony Paoletta also serves as a Special Projects Coordinator in Mayor Ganim's office. Deputy Chief of Staff Thomas Gaudett, Legislative Liaison Constance Vickers & Special Projects Manager Anthony Paoletta are all high-level appointees of Mayor Ganim who are not on a leave-of-absence while actively working on Joe Ganim's re-election campaign, therefore the motivation to release my private email to numerous media outlets was clearly politically motivated and not out of any concern for Chief Porter, Bridgeport Police Officers or the Palestinian attendees at our January 2, 2024 City Council Meeting, and

**WHEREAS;** Merriam-Webster Dictionary also defines the following words utilized in Councilwoman Pereira's private email, none of which are described as racist or discriminatory based on the federally defined protected classes of race, color, gender, religion, sexual orientation, disability, national origin or age:

**Mob** - a large and disorderly crowd of people.

**Thug**- a violent or brutish criminal or **bully**.

**Pig** - a dirty, gluttonous, or repulsive person; 4 · a crude casting of metal (such as iron); 5 · an immoral woman; 6 · police officer.

**Piglet** - a small usually young swine (no correlation to a police officer per Webster Dictionary)

**Terrorist** - relating to, or characteristic of terrorists or terrorism : practicing or involving violent acts of terror;

**THEREFORE, BE IT RESOLVED,** that Councilman Ernest Newton be censured for utilizing a reprehensible, absolutely racist, and derogatory slur on WICC on Friday, January 5, 2024 heard live by thousands of Melissa Sheketoff in the Morning listeners. The censure is to include being removed from his leadership position as President Pro Tempore, the Budget & Appropriations Committee, the Ordinance Committee, the School Buildings Committee & as Liaison to the Water Pollution Control Authority.

[Click here to type text]



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

## SECTION IV PUBLIC HEARING INFORMATION

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

## SECTION V AMENDMENTS/EXHIBITS

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

## SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

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





# OFFICE OF THE CITY CLERK RESOLUTION FORM

Choose an item.

Yes  No

Date:

Choose an item.

Yes  No

Date:

## SECTION VII

### WITHDRAWN/SINE DIE INFORMATION

Choose an item.

Yes  No

Date:

## SECTION VIII

### DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

Denied on February 5, 2024

## SECTION IX

### COMMENTS (if any)

IMMEDIATE CONSIDERATION

MEETING DATE: February 5, 2024

NO. 42-23

COMMITTEE:

REFERRED TO COMM.:

SUBJECT:

Proposed Resolution to Censure Councilman Ernest Newton FOR IMMEDIATE CONSIDERATION

MOTION BY:     A. Boyd

vote to approve

2ND BY:     J. Herron    

APPROVED     DENIED     TABLED     REF. TO COMM.    

REMARKS: vote for item for Immediate made by E. Martinez seconded by F. Hodges  
 Another motion to stop debate E. Martinez seconded by F. Hodges another vote by D. Spell to move item  
 and close discussion E . Martinez  
 Roll Call vote - yes to continue NO not to continue item passed with 13 yes and 1 no

	YES	NO
Scott Burns	X	
Matthew McCarthy	X	
Jorge Cruz, Sr.	X	
Tyler Mack	absent	
Dasha T. Spell	X	
Rolanda Smith	X	
Aikeem G. Boyd	X	
Jeanette Herron	X	
Michelle A. Lyons	absent	
AmyMarie Vizzo-Paniccia	absent	
Mary A. McBride-Lee	X	
Richard Ortiz	X	
Alfredo Castillo	absent	
Frederick Hodges	X	
Aidee Nieves	absent	
Maria I. Valle	absent	
Maria H. Pereira		X
Jazmarie Melendez	X	
Eneida L. Martinez	X	
Ernest E. Newton, II.	X	

RECEIVED  
 CITY CLERKS OFFICE  
 24 FEB - 6 AM 12:01  
 ATTEST  
 CITY CLERK

IMMEDIATE CONSIDERATION

MEETING DATE: February 5, 2024

NO. 42-23

COMMITTEE:

REFERRED TO COMM.:

SUBJECT:

Proposed Resolution to Censure Councilman Ernest Newton FOR IMMEDIATE CONSIDERATION

MOTION BY:     A. Boyd

vote to approve

2ND BY:     J. Herron    

APPROVED     DENIED      Tabled     REF. TO COMM.    

REMARKS: ROLL CALL VOTE TO DENY ITEM PASSED WITH 13 IN FAVOR AND 1 OPPOSED

	YES	NO
Scott Burns	X	
Matthew McCarthy	X	
Jorge Cruz, Sr.	X	
Tyler Mack	absent	
Dasha T. Spell	X	
Rolanda Smith	X	
Aikeem G. Boyd	X	
Jeanette Herron	X	
Michelle A. Lyons	absent	
AmyMarie Vizzo-Paniccia	absent	
Mary A. McBride-Lee	X	
Richard Ortiz	X	
Alfredo Castillo	absent	
Frederick Hodges	X	
Aidee Nieves	absent	
Maria I. Valle	absent	
Maria H. Pereira		X
Jazmarie Melendez	X	
Eneida L. Martinez	X	
Ernest E. Newton, II.	X	

RECEIVED  
 CITY CLERKS OFFICE  
 24 FEB - 6 AM 12: 01  
 ATTEST  
 CITY CLERK

**Item # \*29-23 Consent Calendar**

Agreement with The Connecticut Laborers' District Council for the Bridgeport Public Employees Union Local 665 (LIUNA) regarding their Bargaining Unit Contract from July 1, 2022 through June 30, 2026.



**Report  
of  
Committee  
on  
Contracts**

City Council Meeting Date: January 16, 2024

(Cancelled)

Carried Over to February 5, 2024

Attest:

*Lydia N. Martinez*

Lydia N. Martinez, City Clerk

Approved by:

*Joseph P. Ganim*  
Joseph P. Ganim, Mayor

Date Signed:

*2/16/24*

RECEIVED  
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24 FEB 16 AM 2:39

ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut Office of the City Clerk

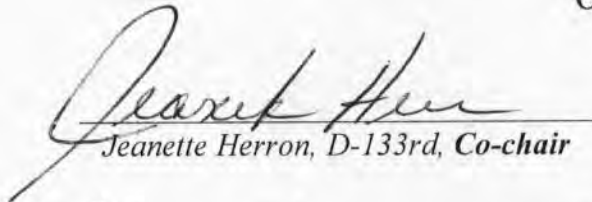
*To the City Council of the City of Bridgeport.*

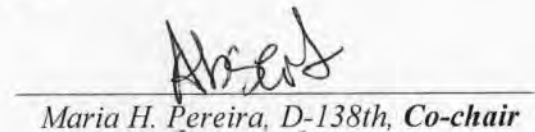
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

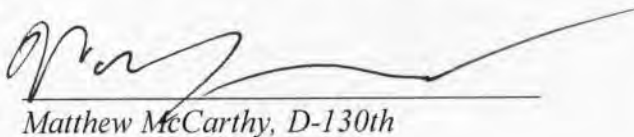
**Item No. \*29-23 Consent Calendar**

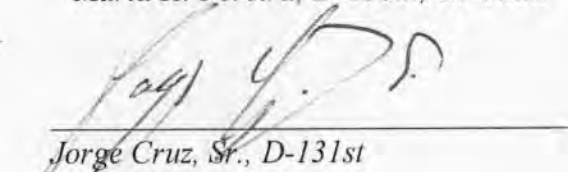
**RESOLVED**, That the attached Agreement between the City of Bridgeport and the Connecticut Laborers' District Council for the Bridgeport Public Employees Union Local 665 (LIUNA) regarding their bargaining unit contract for the period of July 1, 2022 through June 30, 2026, be and it hereby is, in all respects, approved, ratified and confirmed.

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS**

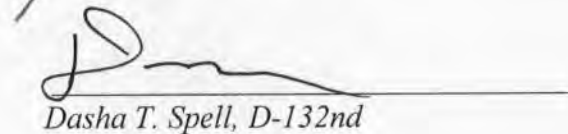
  
Jeanette Herron, D-133rd, Co-chair

  
Maria H. Pereira, D-138th, Co-chair

  
Matthew McCarthy, D-130th

  
Jorge Cruz, Sr., D-131st

  
Richard Ortiz, D-135th

  
Dasha T. Spell, D-132nd

  
Scott Burns, D-130th

**City Council Date: January 16, 2024 Cancelled & Carried Over to February 5, 2024**

		OFFICE OF POLICY AND MANAGEMENT											
		FINANCIAL IMPACT OF LIUNA UNION TENTATIVE AGREEMENT JULY 1, 2022 THROUGH JUNE 30, 2026						COVERS FY2023 THROUGH FY2026					
		YEAR 1		YEAR 2		YEAR 3		YEAR 4		4 Yrs Compounded			
Category	Annual Wages	FY2023	FY2023 Total Impact	FY2024	FY2024 Total Impact	FY2025	FY2025 Total Impact	FY2026	FY2026 Total Impact	FY23-FY2026 Compounded %	FY23-FY2026 Total Impact		
FISCAL YEARS		FY23 =3.00%	FY2023 Total Impact	FY2024 3.00%	FY23&FY24 Total Impact	FY2025 3.00%	FY2025 Total Impact	FY26 =1.5%	FY23-26 Total Impact	FY26 =1.5%	FY23-26 Total Impact		
TOTAL ACTIVE LIUNA EMPLOYEES ANNUAL SALARY		7/1/2022 Increase %	FY2023 Total Impact	7/1/2023 Increase %	FY23&FY24 Total Impact	7/1/2024 Increase %	FY2025 Total Impact	7/1/2025 Increase %	FY23-FY2026 Compounded %	7/1/2025 Increase %	FY23-FY2026 Total Impact		
TOTAL ACTIVE LIUNA UNION SALARY *		3.00%	122,242	3.00%	248,151	3.00%	377,838	1.50%	10.912%	1.50%	444,623		
TOTAL ACTIVE EMPLOYEES BASE PAY/SALARY IMPACT			122,242		248,151		377,838		444,623		444,623		
Employer Merf Pension Contribution on wages+Active employees		20.39%	24,925	25,673	50,598	26,443	77,041	13,618	90,659		90,659		
Employer Medicare Pension Contribution on wages+Active employees		1.45%	1,773	1,826	3,598	1,880	5,479	968	6,447		6,447		
Total Active Employees Merf Contribution & Medicare Cost on Employer			26,698	27,499	54,196	28,324	82,520	14,587	97,106		97,106		
Employees Health Insurance co-pay Rollback from 35% to 25% (with 1% annual increase)			0	95,161	95,161	190,322	190,322	182,710	182,710		182,710		
Total Other Non MERF/Pensionable Expenses			0	95,161	95,161	190,322	190,322	182,710	182,710		182,710		
(A-C)=D GRAND TOTAL EMPLOYER FINANCIAL IMPACT (G-C) = D			148,940	248,569	397,509	348,332	650,680	264,085	724,439		724,439		
<b>Notes:</b>													
1	There are approximately 73 active union members in the payroll as of this financial impact analysis.												
2	Employees hired after the ratification of this contract will accumulate sick leave without limitation, but cannot cash out at the end of their employment with the City (previously employees were allowed to cash 50% of accrued sick days).												
3	Employees will receive 4 personal days per year (previous contract employees received 3 personal days) per year.												
4	All leave (i.e. Workers' Compensation, leave of absence, etc) will be capped at 12 months. (previous contract allowed for extension to be granted after one year).												
5	Tuition cap of \$18,000 per year by bargaining unit in aggregate. (previous contract did not have a cap).												
6	Employees utilizing tuition reimbursement benefit must stay employed with the City of Bridgeport for three years or they must reimburse the City the tuition reimbursement (previous contract only required 1 year employment with the City).												

**A G R E E M E N T**

**between**

**THE CITY OF BRIDGEPORT**

**and**

**THE CONNECTICUT LABORERS' DISTRICT  
COUNCIL FOR THE BRIDGEPORT PUBLIC  
EMPLOYEES UNION LOCAL 665**

**July 1, 2022 to June 30, 2026**

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## **PREAMBLE**

This Agreement is entered into by the City of Bridgeport, (the "Employer" or the "city") The Connecticut Laborers' District Council for the Bridgeport Public Employees Local Union 665 (the Union).

## **I. THE UNION AND UNION SECURITY**

### **ARTICLE 1 - RECOGNITION**

**1.1** The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all of those positions or (substantially similar positions not presently included in another bargaining unit) in the City of Bridgeport, listed by job groups herein, (see Appendix A attached hereto). The Union reserves the right to claim additional or changed positions.

**1.2** The Union recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative of the City of Bridgeport for the purpose of collective bargaining. The parties further agree to bargain in good faith on all matters relating to wages, hours and other terms and conditions of employment.

### **ARTICLE 2 - CHECK-OFF**

**2.1** The City agrees to deduct from the pay of all employees covered by this Agreement, who authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the Union. When an employee does not have sufficient money due him/her, after deductions have been made for Pension or other deductions required by law, Union dues for such deduction period shall be deducted in a pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have any claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) days after the date such deductions were or should have been made. It is also agreed that the obligation of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the Union to receive such funds from the City.

The City shall institute a separate payroll deduction, for all employees who elect to contribute to the Laborers' Political league.

**2.2** **Deduction Period:** The remittance to the Union for any month shall be made

during the fourth (4th) payroll week of said month and shall be remitted to the Union, together with a list of names of employees from whose wages such deductions have been made, no later than the fifteenth (15<sup>th</sup>) day of the following month (Weekly Dues).

**2.3 Union Security - Agency Shop:** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective (execution) date of this Agreement shall remain members in good standing of the Union during the term of the Agreement. It shall be a condition of employment that all employees covered by this Agreement who are not members of the Union on the effective date of this Agreement shall on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union or pay to the Union an amount equal to dues payable by Union members during the term of the Agreement. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective (execution) date shall, on the 31st day following the beginning of such employment become and remain members in good standing in the Union or pay to the Union an amount equal to dues payable by members during the term of Agreement. All such dues shall be automatically payroll deducted and remitted to the Union.

**2.4** The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within sixty (60) calendar days after the date such deductions were or should have been made.

### **ARTICLE 3 - BARGAINING UNIT**

**3.1** This Agreement applies to and includes all employees of the City of Bridgeport listed in Article 1 – Recognition and Appendix A of this Contract.

**3.2** Reduced-time employees who work twenty (20) hours or more per week are included in the bargaining unit; those who work less than twenty (20) hours per week are excluded. Temporary positions of four (4) months or less shall be excluded from the bargaining unit.

**3.3** The inclusion in the bargaining unit of a newly established similar classification will be a subject for negotiations between the City and the Union.

**3.4** Any dispute on whether a newly established classification is to be included or excluded from the bargaining unit will be submitted to the Connecticut State Board of Labor Relations to resolve such dispute.

### **ARTICLE 4 - UNION ACTIVITIES**

4.1 The City agrees that a Union Officer shall have time during working hours without loss of pay for the investigation and adjustment of grievances; permission to absent himself/herself from his/her work area may be withheld by the department head only, because of operation requirements, but in no event later than the start of the next regular shift. The Union agrees that the complaint will be handled as quickly as possible.

4.2 Four Union officials may attend meetings for the purpose of negotiations during working hours, without loss of pay.

4.3 Appropriate Union officials may attend meetings during working hours without loss of pay when such meetings are requested or approved by the Labor Relations Officer.

4.4 Union officers shall be able to consult with the Employer, his/her representative, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

4.5 Designated Union representatives or officials shall be granted a total of twenty (20) paid working days per year on an accumulative basis to attend Union conference, conventions and meetings, twenty-five (25) days every five (5) years (this shall be for attendance at the International convention 2016). The Union will provide the City with reasonable advance notice of such leave. Further, the union may request, and the City through its Director of Labor Relations shall consider additional leave with pay for such Union representatives or officials to attend training or educational sessions in connection with their Union responsibilities. The decision shall be in the discretion of the City's Director of Labor Relations but shall not be arbitrary and capricious.

## **ARTICLE 5 - BULLETIN BOARDS**

5.1 The City will furnish and maintain suitable bulletin boards in convenient places in each work area and may be used by the Union. The Union agrees that the material posted will not contain propaganda against or attacks upon the City or any official thereof. Currently there are bulletin boards at City Hall, 45 Lyon Terrace near Room 106, and in the 2<sup>nd</sup> floor lunch room at the Margaret Morton Government Center, 999 Broad Street.

## **ARTICLE 6 - SENIORITY**

6.1 The City shall prepare a list of employees represented by the Union, showing their seniority in time of service with the City, their classification and rate of pay, and deliver the same to the Union within ninety (90) days of signing or anniversary date of the contract.

**6.2** All new employees (non-seasonal), shall have a probationary period of one hundred eighty (180) calendar days, and upon successful completion of this period they shall be classified as regular employees. The probationary period shall be counted as part of the seniority after the employee is considered regular. Probationary employees shall accrue vacation benefits during their probationary period, however they will not be allowed to take vacation until after the completion of their probationary period. During probation, the City may dismiss an employee as unsatisfactory or otherwise discipline an employee, and such action shall not be subject to the grievance and arbitration process.

**6.3** All employees promoted or transferred to a new or higher classification shall serve a trial period of forty-five (45) calendar days, and upon successful completion of this period they shall be classified as regular employees. Should the employee fail the trial period he/she shall revert to the previously held position.

**6.4** Seniority shall mean length of service to the municipality. Such seniority shall apply to the employee's rights in cases of lay-offs (within job group), re-employment, and vacation.

#### **ARTICLE 7 - LAY-OFF AND RECALL**

**7.1** In the event that the City makes reduction in the number of employees in an established job group, employees with the least seniority will be laid-off first. A listing of established job groups is attached as Appendix A which is incorporated herein by reference. In all cases of reduction in force or reorganization where layoff occurs, the City will provide the Union as much reasonable advance notice as possible and in no event shall such notice be less than thirty (30) calendar days unless an emergency or unforeseen circumstance arises, in which case the City will notify the Union as soon as possible. Subsequent recalls to open positions in that particular job and job group shall be made in the reverse order of the lay-offs.

An employee shall retain his/her seniority status and right of recall in the specific job group for twenty-four (24) months following the date of his/her layoff. If the employee refuses recall to an opening in the position from which he/she was laid off or fails to report for work on such job at the time and on the day specified, he/she shall lose his/her right to further recall and such refusal or failure shall be treated as his/her resignation.

**7.2** No new person will be hired or assigned to a vacancy in the bargaining unit so long as employees on layoff and with rights to recall possess the required skills and ability to perform the work. The City shall recall the three (3) most senior laid off employees with the required skills and ability to be interviewed for the open position. The Department head shall have the ability to choose among them based upon the interview. If the skills and ability are relatively equal, then seniority shall be the

determining factor. The recalled employee shall have up to a three (3) month probationary period in the recalled position. If the Department Head or Supervisor determines that the recalled employee does not have the required skills or ability to do the job, the employee will be returned to the layoff list. In the event that the employee is unsuccessful, the second ranked interviewed candidate will be selected. The City in its determinations as to whether skills and ability are relatively equal and as to whether the employee awarded the vacancy has demonstrated the required skills and ability to do the job shall be subject to grievance and arbitration only on the basis that the decision is arbitrary, capricious, or in bad faith. The provision does not limit the City's right to terminate an employee for just cause.

**7.3** Any employee covered by the terms of this agreement and subject to being laid-off, shall have the right to bump down to another job within their group; for which he or she is qualified, provided they have greater seniority than employee(s) occupying the lower job. The City's determination as to qualification shall be subject to grievance and arbitration only on the basis that the decision is arbitrary, capricious or in bad faith.

**7.4** If it becomes necessary to lay-off, the following shall be the order of lay-off by job groups:

1. Reduced time bargaining unit employees;
2. Probationary employees;
3. Regular full time bargaining unit employees by inverse order of length of service with the Municipality.

**7.5** For purposes of this article, lay-offs shall include all reductions in the work force whether by lay-off, furlough, job elimination, reorganization, or funding elimination.

## **ARTICLE 8 - TOP SENIORITY**

**8.1** Officers and Stewards of the Union shall have top seniority in the event of a layoff, vacation and all conditions of employment.

## **II. MANAGEMENT AND THE WORKPLACE**

### **ARTICLE 9 - MANAGEMENT RIGHTS**

**9.1** Except as specifically abridged or modified by any provision of this Agreement, the City will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including but not limited to the following: determine the standards of service offered by the City; direct its employees; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the City's operations are to be conducted; establish and revise or discontinue policies,

programs and procedures to meet changing conditions and to better serve the needs of the public; exercise control and discretion over its organization and the technology of performing its work; and, fulfill all of its legal responsibilities.

The City retains the right to contract-out services performed by the unit. The City agrees to notify the Union of its decision as soon as possible. In exercising this right, the City shall endeavor in good faith to secure continued employment of unit members with the contracted service. This provision does not absolve either party of its respective obligation to bargain the impact of any such decision.

The above rights, responsibilities and prerogatives are inherent in the City Council of the City of Bridgeport and its Mayor, by virtue of statutory ordinance or charter provisions, and provisions, and may be subject to grievance or arbitration proceedings only as specifically provided for in this Agreement.

## **ARTICLE 10 - HOURS OF WORK AND OVERTIME**

**10.1** All employees covered by this agreement will work 35 – 40 hours per week with a one-hour unpaid lunch period. Management will have the right to change employees' hours from 35-40 hours and back as needed. The shift hours and days of work as well as the shift for all employees covered by this Agreement may be changed for seasonal and operating reasons or for the convenience of the public, after the City meets and confers with the Union regarding such changes.

Employees assigned to the Construction Management Division are required to work a forty (40) hour work week.

**10.2** Department heads shall make overtime assignments consistent with the principle of distributing overtime as equitably as practicable among the employees holding the job effected by the overtime assignment.

**10.3** An employee will work overtime when requested to do so by their supervisor. Employees shall be notified of such assignment as soon as possible.

**10.4** In the event that all employees refuse, or are not available to work overtime, the least senior employee in the classification and area effected by the overtime work must work such overtime. In the event of an emergency declared by the Mayor, no one may refuse to work overtime.

**10.5** Subject to approval of the Director of Labor Relations, employees may request a flexible work schedule. The approval shall be subject to the condition that the economy and efficiency of operations are not hereby impaired, and such approval shall not be unreasonably denied.



**10.6** Those employees eligible for overtime shall be paid at straight time for those hours worked in excess of their regular hours up to forty (40) hours per week; and at a rate of one and one-half (1½) for those hours in excess of forty (40) hours per week.

**10.7** Those employees not eligible for overtime due to the budgetary constraints of their Department shall receive one (1) hour of compensatory time off for each hour worked in excess of their regular hours up to forty (40) hours per week; and at a rate of one and one-half (1½) hours of comp time for each hour thereafter. Compensatory time shall be used within sixty (60) days unless such period is extended by the department head.

**10.8** Employees will only be compensated for work performed in excess of their normal working hours if such work is authorized in writing by their Department Heads.

Employees may be required to take time off that day or that week in lieu of comp time or overtime pay.

**10.9** The City, at its sole discretion, and subject to its normal staffing approval process, shall have the ability to increase the work hours and salary of an employee and/or position from 35 to 40 hours per week. The City, also at its sole discretion, but with two (2) weeks notice to the employee, may reverse the above increase in work hours and salary.

**10.10** When the City intends to transfer/change the location of an employee it will give five (5) days notice.

## **ARTICLE 11 - VACANT POSITIONS/TRANSFERS**

**11.1** The City agrees that vacant positions in the bargaining unit shall be posted for a minimum of ten (10) working days in the Human Resources Office.

**11.2** The City shall send a copy of the posting to the Union prior to or at the time of the posting.

**11.3** The City shall give the job description of any new classification to the Union as early as practical before its release.

**11.4** Employees in the bargaining unit who meet the minimum qualifications may apply for the position. The City agrees that preference shall be granted to employees with substantially equivalent qualifications in accordance with seniority in the filling of vacant positions within the bargaining unit. However, final determination as to the filling of such positions shall be at the sole discretion of management.

**11.5** The City may transfer and assign employees provided that the department head or immediate supervisor shall meet and explain the reasons for the transfer or

assignment to the employees. Transfers and assignments shall not be arbitrary and capricious. The City further agrees that transfers and assignments shall not reduce the normal weekly work hours or regular base salary, excluding overtime, of the employee.

## **ARTICLE 12 - REST PERIODS**

**12.1** All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

**12.2** Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods which occur during the shift.

## **ARTICLE 13 - DISCIPLINARY PROCEDURE**

**13.1** The City shall exercise full disciplinary authority consistent with its responsibilities to direct employees to perform their required work duties in order to achieve department program goals and satisfactory municipal service to the general public.

**13.2** All disciplinary action shall be based upon just cause.

**13.3** Disciplinary action shall include (a) a verbal warning, (b) a written warning, (c) suspension without pay, and (d) discharge. The City and the Union recognize the concept of a progressive discipline policy, however, both parties agree that there are certain grave offenses wherein the discipline imposed by the City does not require compliance to the aforementioned provisions.

In the case of an employee who has received a verbal or written warning and where a period of one (1) year has elapsed without the employee's having received any further discipline, the City shall, upon request of the employee, remove the aforesaid warning from the employee's file.

**13.4** All disciplinary actions may be appealed through the established grievance procedure within ten (10) days of their occurrence through Step III, (binding arbitration).

**13.5** All suspensions and discharges must be stated in writing and a copy given to the employee and the Union Representative.

## **ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE**

**14.1** Any grievance or dispute which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled only in the

following manner:

**STEP I** - The employee or the Union Representative, with or without the employee, shall file the grievance or dispute with the employee's Department Head within ten (10) working days of the date of the grievance or the employee's knowledge of its occurrence, whichever is later. The Department Head shall arrange to meet with the employee or the Union Representative with or without the employee to attempt to adjust the matter and shall respond in writing to the Union within seven (7) working days.

**STEP II** - If the grievance still remains unadjusted, it shall be presented by the Union Representative to the City's Labor Relations Office, in writing, ten (10) working days after the response of the Department Head is due. The written grievance shall be presented on a grievance form and shall include a statement of the facts and contract provisions involved and the remedy or correction requested. Within seven (7) working days after submission, a meeting shall be held between the Union Representative and the Labor

Relations Office for the purpose of adjusting the grievance. The City's Labor Relations Office shall respond in writing to the Union Representative, (with a copy of the response to the local Business Manager) at the meeting or within seven (7) working days.

**STEP III** - If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Labor Relations Officer is due, or within fifteen (15) days following receipt of the written reply by the Labor Relations Office, whichever period is later, by written notice to the other, request arbitration by a mutually agreed upon arbitrator or arbitration forum. If the parties are unable to agree on an Arbitrator within five (5) working days, the matter shall be submitted to the American Arbitration Association under the rules of voluntary arbitration of the American Arbitration Association. The parties agree that time is of the essence in resolving labor complaints and all arbitration shall be handled as expeditiously as possible. Said arbitrator(s) shall hear and act on such dispute in accordance with applicable rules and regulations, or other rules and regulations agreed upon in writing by the City and the Union. The arbitrator(s) shall limit the decision strictly to the application, meaning or interpretation of the provisions of this agreement. The arbitrator(s) shall not add to, nor subtract from, the terms of this agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on only the issues submitted.

The decision of the arbitrator(s) shall be final and binding on the parties and the arbitrator(s) shall be requested to issue the decision within thirty (30) calendar days after the conclusion of testimony and argument.

**14.2** Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause

such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).

**14.3** Grievances initiated by the Employer shall be processed in this same manner, but they may be initiated at Step II by submitting it to the Business Manager.

**14.4** Upon mutual agreement by the City and the Union, any of the time limits in this Article may be waived.

**14.5** The City and the Union agree that every attempt shall be made to schedule arbitration hearings in discharge cases within one hundred and twenty (120) days of the filing date for arbitration.

**14.6** Upon mutual agreement, the parties may utilize an expedited arbitration system.

### **III. MONETARY PAYMENTS**

#### **ARTICLE 15 - WAGES**

**15.1A** Effective July 1, 2022, there shall be a three percent (3%) increase in salaries.

**15.1B** Effective July 1, 2023, there shall be a three percent (3%) increase in salaries.

**15.1C** Effective July 1, 2024, there shall be a three percent (3%) increase in salaries.

**15.1D** Effective July 1, , 2025, there shall be a one and one half percent (1.5%) increase in salaries.

**15.2** For the purpose of this Agreement, an employee's regular weekly earnings shall be that portion of his/her regular annual salary which he/she receives each week. An employee's regular hourly rate shall be that portion of his/her weekly earnings reduced to an hourly rate.

**15.3** In determining an employee's rate of pay for any monetary benefits under this Agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate, whichever is appropriate in determining such benefits.

**15.4** In no event shall any additional monies received as a result of any other provisions of this Agreement be considered as a portion of an employee's regular annual, weekly or hourly rate.

**15.5** All employees on an annual salary shall be paid their wages based on fifty-two (52) weeks.

**15.6** Employees assigned by the Department Head to perform substantially all of the duties of a position with a higher salary and greater responsibilities, for a period of time in excess of ten (10) consecutive working days, shall be paid the difference of their base

rate and the rate of the higher position.

Such assignments shall be pre-approved by the Director of Labor Relations in order to be eligible for payment.

**15.7** If the duties, responsibilities, or hours of a position assigned to an employee are substantially increased on a permanent basis, the parties will meet within ten (10) working days of a request to negotiate a salary, to reflect such substantive changes. In the event the parties are unable to agree, either party may invoke the expedited notices for arbitration pursuant to the rules and procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding and the costs of arbitration shall be paid equally by the parties.

**15.8** Any retroactive payments made under this Agreement will only be made to those who are employed by the City on the date of execution of this Agreement.

**15.9** The individuals assigned to work the night shift in the IT's department has his/her regular work assignment shall receive a night shift differential of \$1.15 per hour. This payment to this position will apply to any employee regularly assigned to the night shift which shall be defined as a work day which is regularly scheduled to commence on or after 4:00 p.m. and end on or before 8:00 a.m.

**15.10** Effective July 1, 2010 all bargaining unit members shall be paid through the City's "direct deposit" payroll system.

#### **ARTICLE 16 - CALL BACK PAY**

**16.1** When an employee, is called in for work outside of his/her regularly scheduled working hours, he/she shall be paid a minimum of four (4) hours at the applicable overtime rate. This provision applies only when such call-back results in hours worked are not annexed consecutively to one end or the other of the working day.

#### **ARTICLE 17 - LONGEVITY**

**17.1** Effective June 30, 1994, each employee who has or will have five (5) or more years of municipal service by October 1, of said contract year, shall receive an annual payment calculated by multiplying the sum seventy-five (\$75.00) dollars by the number of years of such completed service.

**17.2** Employees hired on or after July 1, 1992, shall not be eligible for longevity pay until such employees shall have ten (10) or more years of municipal service by October 1<sup>st</sup> of said contract year.

**17.3** This longevity pay will be payable in each December.

#### **ARTICLE 18 - TUITION REIMBURSEMENT**

**18.1** The City shall reimburse each employee for the out of pocket cost of tuition up to two hundred (\$250) dollars per credit for undergraduate courses and three hundred fifty (\$350) dollars per credit for graduate level courses plus the cost of books and all registration, lab and other fees related to the course. Payment shall be made within sixty (60) days of submission of actual payment to the labor relations department and upon satisfactory completion of a Grade C or better for each course, at an accredited college or university in subjects which are designed to increase his/her proficiency in his/her present or potential assignment at his/her respective departments and shall be related to his/her responsibilities. Each employee shall be limited to twelve (12) credits per fiscal year. The employee must apply and obtain written approval of the City's Labor Relations Director in advance of enrollment. Such approval shall be limited to whether or not the employee's request complies with the standards set forth within this Article and shall not be unreasonably withheld. The tuition reimbursement expenditures shall be capped at eighteen thousand (\$18,000) in the aggregate per fiscal year for all bargaining unit members.

The employee must remain in City employment for a period of three years after payment for course(s). If the employee leaves prior to three years, the employee must reimburse the City for any tuition and other reimbursed costs for such course(s). This Section will not apply to employees who are laid off from the City.

The City will then credit the LIUNA tuition account so that these funds may be used by another LIUNA member.

An employee during the probationary period shall not be eligible for tuition reimbursement.

## **IV. BENEFITS**

### **ARTICLE 19 - INSURANCE**

**19.1** The City shall provide and pay for Health Benefits for all employees and their enrolled dependents as follows:

**A)** "Medical Benefits" in accordance with the City of Bridgeport/Bridgeport Board of Education Medical Plan (including Section V- Schedule of Benefits, (Revised 7/1/10), a copy of which is annexed to the originals of this Contract and is on file with the City and the Union

**B)** Drug prescription family plan (covering all approved medications) with an annual maximum of \$1,000 per plan year. For additional prescription drug charges, 80% is paid by the City and 20% is paid by the employee. The co-payment shall be five dollars (\$5.00) for generic drugs; ten dollars (\$10.00) for drugs on the list of preferred

drugs maintained by the City's pharmacy benefits manager; and twenty five dollars (\$25.00) for all other drugs (the "Prescription Drug Plan"). Prescriptions shall be limited to a thirty (30) day supply at retail. For refills beyond the third, mail order must be utilized for maintenance drugs on the list maintained by the City's pharmacy benefits manager, or the co-payments and employee contribution provided for above shall double at retail.

C) The twenty-five (\$25.00) dollar deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").

D) The VSP Vision Plan, or its equivalent, as outlined and attached hereto as Appendix C.

**E) Effective October 1, 2018 Sections A and B above shall be replaced by: "Healthcare Benefits" (Medical and Prescription Drugs) in accordance with the State of Connecticut Partnership 2.0 Plan, a summary of which is annexed to the originals of this Contract and is on file with the City and the Union (see Appendix B – Summary of Benefits and Appendix G – Healthcare Plan Change Agreement**

**19.2** The City shall provide and pay for the cost of a Group Life Insurance Policy in the amount of twenty-five thousand (\$25,000) dollars with accidental death and dismemberment for all employees.

**19.3** Retirees prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they have accepted) and make contributions to coverage, if any, in accordance with such contract(s).

**19.4** For employees who have retired or will retire after the first day of this Agreement, and their surviving spouses, if any, the City will provide and pay for benefits under the Medical Plan or a supplemental plan to Medicare Part B offering benefits equal to the Medical Plan and the Prescription Drug Plan. Such retirees, and their surviving spouses, shall make the employee contributions to coverage provided for herein. Coverage for surviving spouses shall terminate upon remarriage. For purposes of this Article: A) "Retirees" shall mean employees who: a) have completed twenty-five (25) years of continuous municipal service regardless of age; and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF Fund B; and B) Retirees must accept Medicare Part B coverage if eligible.

For employees who retire on or after December 31, 2015, the parties agree that Medicare-eligible retirees and their spouses who are Medicare eligible are provided with a Medicare supplement plan in place of the City's insurance plan. At that time, the premium cost share as specified in Article 19.12 and 19.13 shall be based on the

supplemental plan. Subject to the final contract language, the following reflects the concept that the premium cost share shall be paid based on whatever plan the retiree and covered dependents are enrolled in:

- For retirees and their spouses attaining Medicare eligibility after the actual Retirement date, the premium cost share shall be based on the premium rate of the supplement plan provided by the City for said retirees and their spouses.
- The premium cost share for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the overage provided to such dependents.

In addition, effective July 1, 2009 any newly hired or promoted employees into a LIUNA bargaining unit position shall only receive the above benefits after twenty-five (25) years of service.

Any current LIUNA member, listed on the attached Appendix who meets the above qualification and who may in the future change jobs within LIUNA, shall continue to be covered under the terms of the current agreement and will not be subject to a change in healthcare premium cost share (PCS) or years needed for retirement. (See Appendix E & F)

**19.5** It is the intent of this Agreement that all current LIUNA members hired on or before July 1, 2009 in accordance with Appendix E shall be "grandfathered" and continue to be eligible to retire and receive the medical benefits provided by the current Collective Bargaining Agreement provided they have attained the following:

- A. Completed fifteen (15) years of municipal service and are age fifty-five (55) or who have completed twenty-five (25) years of municipal service regardless of the age; and
- B. Are eligible to receive full pension benefits in accordance with the retirement qualifications provisions of MERF-Fund B.
- C. Retirees must accept Medicare Part B coverage if eligible.

All employees hired after December 31, 2015, will not be entitled to post-retirement health benefits. It is understood that all employees hired on or prior to December 31, 2015 shall be entitled to post-retirement health benefits.

**19.6** Whenever an employee covered by this agreement is suspended, all health benefits and insurance shall be provided throughout the period of suspension.

**19.7** The City may offer the privilege of choosing an alternative health care carrier and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 19.1 of this Article. Enrollment periods shall be annually in May of each year. For employees



electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pays for the City's Insurance Plans as specified in Section 19.1 of this Article. If the cost for the alternative is greater than the amount the City would have paid or contributed had the employee not elected such plan, then the City agreed to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative cost.

**19.8** The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 19.1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 19.1 of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 19.1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 19.1 of this Article and substitution may be proposed for any one or more of the specified coverages.

**19.9** The City shall provide a payment in lieu of health benefits for employees that waive such coverage, in the amount of five hundred (\$500) dollars per year. Effective July 1, 2010, the payment shall increase to one thousand five hundred dollars (\$1,500) in lieu of health benefits. Effective January 1, 2011, the payment shall increase to two thousand dollars (\$2,000), in lieu of health benefits. Payment in lieu of health benefits shall be capped at two thousand dollars (\$2,000).

**19.9a** The City and the Union agree to phase out the insurance buyout for employees who accept the buyout but remain covered by the City. Beginning on July 1, 2016 the buyout will be reduced to the following:

July 1, 2016 insurance buyout will be reduced to \$1,500.00;

July 1, 2017 insurance buyout will be reduced to \$1,000.00;

July 1, 2018 insurance buyout will be reduced to \$500.00;

Commencing on July 1, 2018, there will be no buyout available to those employees receiving health benefits from the City. For employees hired after December 31, 2015,

no insurance buyout will be available if that employee receives health benefits from the City, generally from a spouse or other relative.

19.9b For those employees who receive health insurance from a source outside of the City, the buyout available to them will be as follows:

July 1, 2016 increase to \$2,500.00;

July 1, 2017 increase to \$2,750.00

July 1, 2018 increase to \$3,000.00

**19.10** The City, at its option, may change carriers for the insurance or the method of providing the health benefits in this Article, provided the benefits are equal to or better than, in all benefits, in the manner of payments, services and procedures for payments.

The parties shall continue to work through the Labor Management Cooperative Committee on health care, which may modify but not substantially change the health benefits as provided herein.

**19.11** Each active employee (and each employee who has retired or will retire on or after the first day of this Agreement) shall contribute twelve percent (12%) of the Premium Cost for the Medical Plan and the Prescription drug Plan effective on July 1, 2009. Such contribution will increase to fifteen percent (15%) effective July 1, 2010. Effective January 1, 2011 such contribution shall increase to twenty-one percent (21%). Effective July 1, 2011 such contribution shall increase to twenty-five percent (25%). For purposes of this Section (and wherever applicable elsewhere in this Article), "Premium Cost" shall be defined as either the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third-party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Reduction Act (COBRA").

**19.12** LIUNA members as of December 17, 2010 will have their PCS contribution capped at twenty-five (25%) contribution as of July 1, 2011. This PCS cap is guaranteed to remain intact during the individual employee's employment period and entire period of retirement. (See Appendix E)

**19.13** All employees hired after July 1, 2010, who currently pay a premium cost share (PCS) higher than 25% shall have their health benefits premium cost share reduced to 25%. Thereafter, this PCS percentage shall increase by 1% per year on July 1<sup>st</sup> of each year, until a cap of 33 and 1/3% is reached. Said premium cost share percentage shall be the above named amount regardless of the coverage category of employee only, employee plus one, or employee plus family.

For purposes of this Section (and wherever applicable elsewhere in the Article), "Premium Cost" shall be defined as either the actual premium cost paid for such

coverage or, if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for the purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA") This shall be capped at fifty percent (50%) after twenty-five (25) years of municipal service employment. This PCS cap of fifty percent (50%) is guaranteed to remain intact during the entire period of retirement.

**19.14 A)** The City has implemented and shall maintain a cafeteria plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for health benefits and for child care from the gross income of the employee for tax purposes.

**B)** As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party. Participation in the plan shall be voluntary.

**19.15 A)** For employees who retire on or after June 30, 2001 and their surviving spouses, if any, the City shall provide and pay for the same benefits for medical care (excluding vision and dental coverage) as provided for the active employees as the same may, from time to time, be modified under future collective bargaining agreements or if appropriate due to age, the Medicare Supplement Plan to the extent needed. Retired employee contributions shall be equal to the amount of such contributions at retirement plus an increase in such contributions as such increase may exist from time to time.

**B)** If any employee who retires on or after June 30, 2001 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse ("Alternative Coverage"), such retiree shall apply for and, if eligible, obtain such Alternative Coverage provided that the Alternative Coverage shall not exceed in premium cost and/or contribution to the retiree the cost which the retiree would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of any buy-out program in lieu of Alternative Coverage. The retiree and the retiree's spouse shall remain in the City's Plan even if Alternative Coverage is obtained, but the City's Plan shall remain secondary to the Alternative Coverage so long as it is available. In the event the retiree shall not be eligible for alternative coverage or the retiree's premium cost and/or contribution would be more than the retiree's payment for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse.

The retiree and the retiree's spouse who have alternate coverage to which they must

contribute shall not be required to contribute to the City's coverage to the extent of such contributions.

**19.16** Divorced employees must notify the City within thirty (30) days of the divorce or repay the City by payroll deduction or pension reduction for the cost of any benefit improperly paid as a result of such failure.

**19.17** Effective July 1, 2016, the parties agree to reopen the contract to bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the specific benefit for which it is seeking to reopen the agreement and the date on which the City learned of this issue.

## **ARTICLE 20 - PENSION PLAN**

**20.1** All eligible employees in the bargaining unit shall be covered by the Connecticut Municipal Employees Retirement System hereinafter referred to as CMERS. The employee contribution to CMERS shall be on a pre-tax basis in accordance with CMERS requirements subject to all City unions under CMERS Part B agreeing to such change.

**20.2** The City will contribute forty-two (42) cents per employee per work day effective as of October 1, 2002 to the Laborers' International Union of North America National (Industrial) Pension Fund. The parties will use their best efforts to implement such payment as soon as practical after the approval of this Agreement by the City Council but no later than April 1, 2003. The City will increase such contribution by forty-two (42) cents per work day (i.e. to eighty-four (84) cents per day) effective June 30, 2004. Effective June 30, 2008 the City contribution to the LIUNA National (Industrial) Pension Fund shall increase by twelve (12) cents per hour (i.e. to \$1.68 per day).

## **ARTICLE 21 - EMPLOYEE ASSISTANCE PROGRAM (EAP)**

**21.1** The City recognizes that a wide range of problems not directly associated with ones' job function can have an undesirable effect on an employee's job performance. The City also recognizes that almost any human problem can be successfully treated provided it is identified in its early stages, and referral is made to an appropriate modality of care.

This applies whether the problem be one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse or legal problems. It is in the interest of the employee, the employees' family and the City to provide an employee with a service which deals with such persistent problems.

**21.2** The EAP may establish, and therefore discontinue, and provide its services to all City employees and their immediate family members at no cost to employee or family.

21.3 The decision to seek the assistance of EAP is left with the employee. An employee may seek assistance on his/her own or may agree to accept assistance at the suggestion of his/her supervisor.

21.4 Employees are assured that their job, future, and reputation will not be jeopardized by utilizing EAP. Strict record confidentiality will be observed at all times. Employee problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established procedures under this Agreement. There is no conflict or contradiction with such procedures.

To assure consistency and cooperation the appropriate union official will, if the employee consents, become involved when necessary. It should be understood that EAP is a cooperative effort supported by the City and the Unions representing City employees.

**21.6** No employee shall be required to seek the assistance of the EAP by his/her supervisor nor be penalized for refusal to voluntarily seek such assistance.

The City also offers retirement counseling to be navigated by the employee him/herself with the employee assigned to handle retirement benefits for the City of Bridgeport

## **V. HOLIDAYS AND LEAVES**

### **ARTICLE 22 - HOLIDAYS**

**22.1** The following days shall be paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and any holiday officially proclaimed as such by the President of the United States, the Governor of the State of Connecticut and the Mayor of the City.

**22.2** If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed the preceding Friday.

**22.3** Employees required to work on a holiday at the Department Head's assignment and/or approval shall be compensated for such work at two (2) times their hourly rate plus holiday pay (1 day's pay) for such work actually performed on the holiday. At the option of the employee and concurrence of the Director of the Department such employee may elect to take double compensatory time in lieu of such holiday pay.

**22.4** If any such holiday shall occur during the vacation of any employee, the employee

shall not be charged a vacation day in lieu thereof.

**22.5** Any employee on sick leave on any such holiday shall receive his/her regular pay for such day, and the same shall not be charged against his/her accumulated sick leave.

## **ARTICLE 23 - VACATIONS**

**23.1** Employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation with pay for each month of such continuous service but not to exceed one (1) calendar week in the contract year such service is rendered. In each contract year, any employee with one (1) or more years of such municipal service, but less than five (5) years of such service shall receive two (2) weeks vacation with pay. In each contract year any employee with five (5) or more years of continuous municipal service but less than ten (10) years of such service, shall receive three (3) weeks of vacation with pay. In each contract year, any employee with ten (10) or more years of continuous municipal service, but less than twenty (20) years of such service, shall receive four (4) weeks of vacation with pay. Employees with twenty (20) or more years of continuous municipal service shall receive five (5) weeks vacation with pay.

**23.2 a)** Employees with one (1) week vacation are not eligible for either the option of carryover or payout as set forth below.

**b)** Employees with two (2) weeks vacation may exercise the option of carrying over only one (1) week of unused vacation time from one (1) vacation year to the next vacation year, but are not eligible for the option of payout for unused vacation time.

**c)** Employees with three (3) weeks or more vacation in addition to the carryover option set forth in (b) above, may elect to work one (1) vacation week at their regular weekly compensation and to receive, in addition, vacation pay for that week worked. An employee eligible for both carryover and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one-week actual vacation.

**d)** Employees with four (4) weeks or more vacation, in addition to the carry over option set forth in (b) above, may elect to work two (2) vacation weeks at the regular weekly compensation and to receive, in addition, vacation pay for those weeks worked.

An employee eligible for both carry over and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one-week actual vacation.

**e)** Employees who have not carried over from the prior year who elect the payout option will be paid in accordance with the current contract year/vacation year salary. An employee who has carried over a week from the prior year and then elects the payout option shall be paid at a rate equal to such employee's salary at the end of the prior

vacation year. All payouts shall be paid to the employee at the end of the vacation year, on or about April 1<sup>st</sup>, in which the election is made. An irrevocable election must be made by December 31<sup>st</sup>, of each year in accordance with the City's Vacation Carry Over Policy as determined by IRS State Statutes and Regulations.

## **ARTICLE 24 - SICK LEAVE**

**24.1 Sick Leave Allowance** - Effective July 1, 1996, those employees hired prior to July 1, 1992 shall earn fifteen (15) sick days; those hired after July 1, 1992 shall earn ten (10) sick days.

For employees hired after July 1, 1996, the days shall accrue, to employees, in the following manner: Five (5) days shall accrue on July 1<sup>st</sup>, of each year and five (5) days on January 1<sup>st</sup>. Employees shall receive the pro-rate share of the five (5) days for each completed month prior to either July 1<sup>st</sup> or January 1<sup>st</sup>.

For employees hired before July 1, 1992, the sick days shall be accrued at the rate of one and one-fourth (1¼) day per month.

**24.2 Sick Leave accumulation** - Any unused sick leave of any employee during continuous employment may be accumulated without limit. Sick leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time. **24.3** A medical certificate, acceptable to the department supervisor, may be required on the fourth day for any absence consisting of four (4) or more consecutive working days.

**24.4 Sick Leave Pay-Out** - Sick leave accumulated at retirement or death or other separation from City service, shall be paid out as follows:

a) Effective July 1, 1992, upon retirement or other separation from City service, an employee shall be credited for the period of time corresponding to the amount of the sick leave accumulated. The above stated credit shall be paid on a lump sum basis of fifty percent (50%) of all unused sick leave earned after July 1, 1992.

b) All sick leave accumulated as of June 30, 1992, if unused upon separation shall be paid at the rate of eight-five percent (85%) at the salary dollar, effective on that date.

c) All employees hired on or after the ratification date of this agreement shall be able to accumulate unused sick leave without limit, but shall not be entitled to a payment for unused sick leave at their separation from employment with the City.

d) On the death of the employee, entitled to a payout, the amount of sick leave time credited to the employee shall be payable to his/her spouse, and/or children, or estate.

**24.5** The City shall maintain a system for tracking employee sick leave accumulation and shall periodically advise the employees of this information. An employee may make

one annual inquiry regarding the employee's sick leave accumulation.

#### **ARTICLE 25 - PERSONAL LEAVE**

**25.1** Up to four (4) personal leave days with pay shall be granted to any employee on request for personal business in any contract year. Such request will not be unreasonably denied. At the end of the contract year, personal days which are unused, will be credited to the employee's sick leave account.

**25.2** Employees shall notify their supervisor no later than the prior business day of the proposed use of a personal day except in an emergency.

#### **ARTICLE 26 - BEREAVEMENT LEAVE**

**26.1** Bereavement Leave - Each employee shall be granted three (3) days leave with pay in the event of a death in his/her immediate family for the purpose of attending the funeral or memorial services. For purposes of this Article, the term "immediate family" shall mean and include the following: Mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, grandparent, grandchildren, and step-parents. Any other bereavement leave, or any extension of the above leave shall be charged to the employee's sick leave account.

**26.2** Employees shall be granted one (1) day leave with pay for the death of any aunt, uncle, brother-in-law or sister-in-law.

#### **ARTICLE 27 - LEAVES OF ABSENCES**

**27.1** A Department Head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period of not to exceed one (1) year. No leave without pay shall be granted except upon written request of the employee and a guarantee by that employee that he/she will serve the City for at least one(1) year after his/her return from such leave. Whenever granted, such leave shall be approved in writing and signed by the Department Head and the Director of Labor Relations.

Should the nature of the position require a permanent replacement, upon granting of the leave, the employee shall be notified of that. Upon returning from the leave the employee shall be placed in a substantially equivalent position in which he/she has demonstrated that he/she can perform effectively while in City service.

Failure on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

**27.2** Family and Medical leave shall be granted in accordance with the City's Family and Medical Leave Policy.



## **ARTICLE 28 - CATASTROPHIC DISABILITY LEAVE**

**Intent** – The intent of this article is to allow an employee who becomes disabled and unable to work due to a catastrophic medical illness or condition that is not a workers compensation claim, the opportunity to continue their healthcare insurance for up to one (1) year.

**28.1** Any employee who becomes medically disabled due to a catastrophic illness and is unable to perform their normally assigned duties may apply for medical leave by submitting a written statement from their physician indicating their present physical condition, the nature of the medical disability, the limitations to which that disability imposes upon their ability to continue with their normally assigned duties, and the probable duration of the disability.

**28.2** Any employee so medically disabled within the meaning of this article shall be allowed to continue their City provided healthcare insurance at the same level that existed when they became disabled provided they continue paying their required premium cost share (PCS) contributions for said healthcare insurance.

**28.3** Any employee medically disabled as a result of a catastrophic illness and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been accrued under the various provisions of this agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.

**28.4** Any employee disabled as a result of a catastrophic illness or medical complications related to the catastrophic illness must return to their position when they are physically able to perform their duties without restrictions. The City may require medical proof of any disability which it considers unduly long in duration.

**28.5** The maximum duration for leave under this article shall be twelve (12) months from the first date of said leave.

## **ARTICLE 29 - WORKER'S COMPENSATION**

**29.1** Employees determined to be eligible for worker's compensation shall receive such compensation as maybe required by law.

**29.2** Absence from work required by virtue of a job-related accident determined to be compensable under the Worker's Compensation statue shall not reduce the sick leave allowance of the employee which has been accumulated pursuant to Section 2 of Article 24, "Sick Leave", of this Agreement.

**29.3** Each employee injured or disabled as provided under this Article must choose from the list of health care providers for the City of Bridgeport Workers' Compensation

Managed Care Plan, as may be modified from time to time.

**29.4 Modified Duty** - If an employee on workers' compensation has a modified or restricted work capacity, the City may, in its discretion, request the employee return to a modified duty position. Such work shall be within the restrictions outlined by the treating medical provider. The employee shall receive his/her regular pay provided he/she works the same number of hours in his/her regular position, otherwise the salary shall be prorated depending on hours worked. The City shall endeavor to utilize the individual in a position where the work is similar to bargaining unit work. The City reserves the right to limit the available number of modified duty positions. These positions are intended to be temporary in nature, generally not to exceed three (3) months in duration and prepare the employee to return to full duty. Nothing herein shall impair an employee's right to take leave provided by external law.

**29.5 Maximum Length of Leave:** The maximum length of the workers compensation leave shall be achievement of maximum medical improvement (MMI) or twelve (12) months **whichever comes first.**

## **ARTICLE 30 - JURY DUTY**

**30.1** For each of its employees who is summoned to serve on a jury in the Superior Court or United States District Court (in the absence of solicitation by the employee to be listed as a prospective juror) and is required to serve on said jury, the City will reimburse such employees for the difference in the compensation received from the Court and the pay which said employee would have received had the employee worked those hours that the City would have scheduled for the employee's services during the same time period subject to the following provisions:

Employees shall be eligible for this payment after presentation to the City of a statement by the appropriate Clerk of the Court setting forth the dates on which the employee was actually present in Court pursuant to the jury duty summons and the amount paid by the Court as the result of the performance of such jury duty. No employee shall be eligible for the City reimbursement provided herein required for jury duty more often than once in a fiscal year.

## **VI. MISCELLANEOUS**

### **ARTICLE 31 - NONDISCRIMINATION**

**31.1** The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, sexual orientation, marital status, race, color, creed, national origin, handicap, political affiliation or union membership. Any claimed violation of this Article over which the Connecticut

Commission on Human Rights and Opportunities and/or federal Equal Employment Opportunities Commission would have jurisdiction may be processed through the grievance procedure to the last step prior to arbitration; thereafter, any such claimed violation may be arbitrated only if so agreed by both parties.

#### **ARTICLE 32 - COPIES OF THE CONTRACT**

**32.1** Within ninety (90) days after the signing of this Agreement, the City shall furnish a copy of this Agreement to each employee. New employees shall be given a copy of this Agreement at time of hire. The Union is to receive five (5) signed copies of this Agreement.

#### **ARTICLE 33 - SAVINGS CLAUSE**

**33.1** If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provisions.

#### **ARTICLE 34 - AMERICAN'S WITH DISABILITIES ACT**

**34.1** Subject to the parties' obligation to bargain pursuant to the Municipal Employees' Relations Act and the specific provision of this agreement, nothing in this Agreement shall prohibit the City from acting to comply with the requirements of the Americans with Disabilities Act. In the event of a dispute with respect to such action, the City may implement a proposed reasonable accommodation for the purpose of compliance with the ADA subject to the Union's right to challenge such action thereafter.

#### **ARTICLE 35 - TERMINATION OF CONTRACT**

**35.1** All provisions of this agreement shall be effective as of the first (1st) day of July 2022 and shall remain in full force and effect until the thirtieth (30th) day of June 2026. This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not more than one hundred fifty (150) days nor less than one hundred twenty (120) days prior to the expiration date that it desires to modify this agreement, In the event such notice is given, negotiations shall begin not later than ninety (90) days prior to the expiration date. In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the expiration date.

#### **ARTICLE 36 - AIRPORT CERTIFICATION SPECIALISTS (ACES)**

**36.1 Wages** - ACES shall maintain their present Civil Service step increases until an employee reaches the highest step on the scale. For ACES and any other bargaining unit employees whose regular work week consists of four (4) ten (10) hours days, a week's vacation shall consist of four (4) work days and one (1) scheduled day off. For such employees, the per diem for purpose of holiday pay, paid personal days and paid sick days shall consist of ten (10) hours.

An employee who has successfully served in a provisional capacity for a period of one year shall be considered a permanent employee and shall not be subject to any future testing.

**36.2** Any general wage increase negotiated by the parties on behalf of the entire bargaining unit will be added into the ACES step scale structure going forward for all ACES position, regardless of whether they are filled at the time.

### **ARTICLE 37 - MISCELLANEOUS PROVISION**

**37.1 Civil Service Applicability** - The City and the Union agree that City employees who are covered by the Civil Service provisions of the city charter shall continue to remain covered by such civil service provisions of the City charter except where such provisions are superseded by this contract. This provision shall not be construed to limit or infringe any of the provisions of this contract. In the event positions in LIUNA are transferred to Civil Service, the City and the Union agree that current employees shall not be required to test for their position. Further, it is agreed that all positions within the Union shall be classified as non-competitive. In such event of a transfer, the parties agree to bargaining regarding the impact.

**37.2 Drug and Alcohol Testing:** The City reserves the right to conduct drug and alcohol testing as provided in Connecticut General Statutes section 31-51t through 31-51bb, inclusive, excluding section 31-51v and will use only laboratories properly certified by NIDA to conduct such test. In the event such test result is positive, the employee will be provided, on the first such occasion, an opportunity to be rehabilitated through referral to the City's Employee Assistance Program (EAP) provided that there is no underlying conduct or event to support a termination for just cause. After successfully completing the rehabilitation program, the employee may be subject to random drug and/or alcohol testing for a period of one (1) year. If the employee fails to complete the rehabilitation program or abide by its conditions, the City reserves the right to proceed with such disciplinary action as it considers appropriate for the underlying event or conduct, based upon just cause. Those employees required to have a CDL license, shall be subject to the Drug and Alcohol Policy applicable to CDL drivers.

**37.3 School Department Employees** - Employees assigned to a school shall be excused with no loss of pay in the event of school cancellation, delayed opening or early

closing due to inclement weather. However, if the City is able to utilize these employees within the scope of their regular duties at an alternative site, the city can require employees to work under these circumstances. The site coordinators in the Board of Education, which positions are specified in the Attached Appendix D, shall receive the week off with pay during Christmas week when schools are not in session provided that such recess shall not exceed five (5) days exclusive of Christmas and New Year's day.

**37.4** Department Heads retain sole discretion/authority for the assigning of take home vehicles.

**37.5** All other terms and conditions of the current Collective Bargaining Agreement shall remain unchanged.

### **ARTICLE 38 - JOB RECLASSIFICATION**

**38.1** Effective June 1, 2009, the Union and the City will initiate a process to conduct a reclassification and job evaluation of existing LIUNA bargaining unit positions. Said process shall include a review of LIUNA bargaining unit positions and rewriting of existing job descriptions.

**38.2** Said reclassification process shall employ an evaluation system identical or similar to the Position Appraisal Method (PAM)/Job Evaluation system developed by the Public Administration Service (PAS). Said PAM/PAS system utilizes a Point Rating Factor Comparison method of job evaluation. Each position within the bargaining unit is evaluated and rated using the same factors. The Union and the City may also agree to use a different job evaluation system, or they may agree to use the existing City of Bridgeport Civil Service System.

**38.3** The above noted job evaluation process shall be conducted by a committee of four (4), two (2) members appointed by the City and two (2) members appointed by the Union. A fifth (5<sup>th</sup>) member shall be selected by the City and the Union and shall act as a facilitator to the committee for the purposes of conducting the job evaluation study. It is the intent of this agreement that the City and the Union will work together to complete the job evaluation process and establish mutually agreeable job descriptions, position rankings and ratings by December 31, 2009.

**38.4** The reclassification process shall also include a salary and wage study of the existing LIUNA pay plan. It is also the intent of the parties that a new pay plan shall be developed that will employ a step system similar to what is presently in place for other Civil Service bargaining units in the City of Bridgeport.

**38.5** The Union and the City may agree that certain LIUNA positions may be placed in wage schedules and receive step or salary adjustments to be effective July 1, 2010. If the City and the Union fail to agree, the entire job evaluation study or parts thereof

shall be referred to a neutral mediator or arbitrator selected by the parties who shall resolve any disputes concerning job descriptions, position rankings and ratings, and wage schedules including step or salary adjustments. Parties agree that the cost of the neutral arbitrator shall be borne equally by the parties.

**38.6** No current LIUNA member shall be downgraded, or suffer financial loss, as a result of the implementation of the reclassification and job evaluation of existing bargaining unit positions.

**38.7** LIUNA members, who are awarded promotional LIUNA positions in the future, shall be initially placed at the step of the promotional position that represents an actual compensation increase.

### SIGNATURES

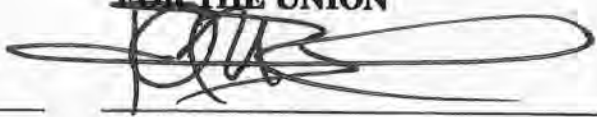
In witness thereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the parties hereto set their hands.

**FOR THE CITY**

\_\_\_\_\_  
Joseph P. Ganim, Mayor

  
\_\_\_\_\_  
Erol V. Skyers,  
Attorney

**FOR THE UNION**

  
\_\_\_\_\_  
Keith Brothers,  
Business Manager, LIUNA Local 1224

## APPENDIX A

<b>Job Class</b>	<b>Job Desc</b>	<b>Job Group</b>
G136	Nutritionist	2
9106	WIC Nutritionist	2
8439	Airport Certification Speciali	2A
G287	ADA Coordinator	3
G420	Anti Blight Technician	3
G274	Assistant Coordinator - V.A.	3
G381	Bilingual-Hiv Prevention Couns	3
G425	Community Inclusion Support Sp	3
G208	Community Project Coordinator	3
G181	Coordinator/Project Care	3
G326	Crime Analyst	3
G180	Crime Prevention Specialist	3
G130	Director R.S.V.P.	3
G282	Drug Treatment Advocacy Coordi	3
G125	Elderly Health Coordinator	3
G149	HIV Counselor	3
G160	HIV Intervention Specialist	3
G249	HIV Outreach Educator	3
G380	HIV Prevention Counselor/Case	3
8277	HIV Van Driver/Outreach Worker	3
G020	Illegal Dumping Coordinator	3
G139	Immunization Outreach Worker	3
G150	Needle Exchange Outreach Worke	3
G128	Outreach Educator	3
G409	Paths Coordinator	3
G358	Prevention Outreach Specialist	3
G370	Prevention Project/Case Manage	3
G369	Prevention Project/Paths Coord	3
G141	Program Coordinator-Fetal & In	3
6011	Program Site Monitor	3
G286	Program Site Monitor	3
G263	R.S.V.P. Assistant Director	3
G023	Recreation Coordinator	3
G350	Recreation Project Coordinator	3
G098	Social Service Coordinator	3
G163	Substance Abuse Specialist	3
G443	Transportation Coordinator (35	3
G304	Director of Veterans' Affairs	3
G379	Victim Advocate-Community Serv	3
G179	Victim Assistance Coordinator	3
G318	Weed And Seed Project Coordina	3
G209	Youth Program Manager	3
1217	Application Specialist	4
G043	Auditor	4
G397	Business Analyst	4
G059	CAD Data Coordinator	4

G030	Computer Operator	4
G328	Computer Specialist	4
G437	Data Architect	4
G164	Data Control Clerk	4
G284	Data Control Clerk	4
G048	Desk Clerk/Help	4
G040	Desk Dispatcher/Help	4
1218	GIS Technician	4
G211	Junior Programmer	4
G394	Network Analyst	4
G399	Network Analyst	4
1212	Network Architect	4
G323	PC Network Analyst	4
G039	PC Network/Application Analyst	4
G213	PC Specialist	4
G009	Program Analyst	4
G010	Programmer	4
G440	Project Specialist (35 Hrs)	4
G065	Senior Analyst	4
G400	Senior Computer Operator	4
G395	Senior PC Network Application	4
G396	Senior Programmer Analyst	4
1215	Server Specialist	4
G438	Support Specialist I (35 Hrs)	4
1211	Support Specialist II (35 Hrs)	4
G445	Support Specialist II (35 Hrs)	4
G331	Systems Programmer	4
G355	Accounting Coordinator	5
1135	Admin Asst To Bpd Dep Chf	5
1123	Administrative Assistant	5
1134	Administrative Assistant	5
G041	Administrative Assistant	5A
G042	Administrative Assistant/Offic	5
G340	Affirmative Action Specialist	5
G189	Benefits Coordinator	5
1055	Constituent Services	5
G334	Employee Benefits Coordinator	5
G172	Employee Services Assistant	5
0138	Executive Assistant	5
G299	Executive Assistant	5
G221	Human Resources Generalist	5
G199	Office Coordinator	5
G131	Office Manager	5
G230	Office Specialist	5
G167	Senior Office Manager	5
1130	Admin Assist CAO	5A
1131	Executive Assistant Finance	5A



1124	Executive Assistant Labor Rel	5A
1132	Executive Assistant OPM	5A
1053	Mayor'S Executive Secretary	5A
G412	Mayor'S Executive Secretary(Ac	5A
1254	Receptionist	5A
1255	Secretary	5A
G099	Accountant	6
G119	Accountant For Federal/State G	6
G114	Administrative/IDIS Coordinatr	6
1320	Assistant Special Project Mana	6
1335	Assistant Special Project Mang	6
G382	Capitol Projects Fixed Assets	6
G289	Contract/Fiscal Coordinator	6
G106	Finance Officer	6
G004	Financial Manager	6
G389	Fiscal Quality Control Analyst	6
2308	IDIS/Finance Specialist	6
G255	Internal Audit Manager	6
G218	Internal Auditor	6
G293	Payroll Account Supervisor	6
G097	Payroll Processing Supervisor	6
G377	Property Tax Analyst	6
G442	Senior Payroll Administrator (	6
G314	Special Projects Coordinator	6
1332	Special Projects Coordinator-P	6
G197	Special Revenue Manager	6
G195	Staff Internal Auditor	6
G223	Alarm Administrator	7
G292	Assistant Construction Manage	7
G373	Associate Dir Of Proj Mngt	7
G322	Business Recruiter	7
G112	Construction Manager	7
G422	Construction Monitor (35 Hours	7
G202	Construction Services Administ	7
G079	Contract Compliance Officer	7
G375	Deputy Director Of Economic De	7
G336	Deputy Director Of HRD	7
2307	Design Review Coordinator	7
G206	Development Program Specialist	7
G117	Director - Fair Housing	7
G225	Economic Development Associate	7
G028	Economic Development Specialis	7
1319	Grant Writer	7
G417	Grants Financial Manager(35Hrs	7
G071	Grants Writer	7
G243	Grantswriter/Senior Planner	7
G108	Housing Division Manager	7

G431	Housing Specialist (35 Hrs)	7
G291	Mgr Of Housing Construction &	7
G121	Monitor And Evaluation Coordin	7
G110	Neighborhood Coordinator	7
G046	Planner 2	7
G090	Planner 3	7
G342	Planner OPED	7
2305	Program Manager - CDBG	7
G251	Program Manager - ESG/HOPWA	7
2306	Program Manager - HOME	7
G418	Program Manager (35 Hrs)	7
G429	Program Manager (35 Hrs)	7
1327	Project Manager OPM Management	7
1326	Project Manager OPM Systems	7
G182	Project Mgr/Construction	7
G123	Real Estate Specialist	7
G107	Relocation Coordinator	7
G062	Research Analyst	7
G111	Senior Finance Specialist	7
G351	Sr. Economic Development Assoc	7
G275	Youth Coordinator	7
0098	Coordinator (NC)	8
0054	Coordinator-FRC	8
0056	Coordinator-Parent Center	8
0120	Detention Center Coordinator	8
0118	Program Site Monitor	8
0064	Quality Enhancement Coord.	8
0057	Sch. Readiness Coord.	8
0137	Site Facilitator	8
G450	Acting Director Of Finance/Com	
G398	Administrative Planner	
G372	Assistant Tax Assessor	
G415	Billing Coordinator (35Hrs)	
G014	Budget Coordinator	
G224	Capital Project Administrator	
G430	Community Organizer (35 Hrs)	
G345	Education Coordinator	
0168	Employment Coord.-Lighthouse	
G035	Enterprise Community Neighborh	
0140	Exec. Asst./Info Sys. Coord.	
G092	Family Support Worker	
1329	Fiscal Administrator	
G317	Human Resources Coordinator	
1314	Internal Audit Manager	
G258	LGFS Coordinator	
G283	LPC Specialist	
G301	Office Aide	

G300	Photo Id Technician
G214	Programmer/Payroll
G032	Recycling Coordinator
G321	Re-Evaluation Coord.
2409	Rehabilitation & New Construct
G297	Safety Director
G316	Safety Specialist
0163	Secretary To Supt.
G294	Senior Financial Clerk
G325	Tape Librarian

# CONNECTICUT PARTNERSHIP PLAN



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## *A Great Opportunity for Very Valuable Healthcare Coverage*

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Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

*The CT Partnership Plan is the same Expanded Access plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150\*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of-network. But, when you see in-network providers, you pay less. That's because they contract with Anthem Blue Cross and Blue Shield (Anthem)—the plan's administrator—to charge lower rates for their services. You have access to Anthem's State Bluecare POS network in Connecticut, and access to doctors and hospitals across the country through the BlueCard® program.*

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and or visit [osc.ct.gov/ctpartner](http://osc.ct.gov/ctpartner).

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum) <b>Waived for HEP-compliant members</b>	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay <b>after</b> you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$0 copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays <sup>1</sup> ** High Cost Testing (MRI, CAT, etc.)	\$0 copay (your doctor will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)

<sup>1</sup> IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility.  
Outside your carrier's immediate service area: no co-pay.

<sup>1</sup> OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance.  
Outside of carrier's immediate service area: deductible plus 20% coinsurance.

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity)		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient	\$0	20% of allowable UCR* charges
Hospital Care		
**Inpatient Hospital Stay	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
**Inpatient	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$0	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$0	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

\*Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

\*\* Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from Anthem. If you use out-of-network providers, you are responsible for obtaining prior authorization from Anthem.

### *When you need information about your benefits...*

**CareCompass.CT.gov** is your one-stop shop for benefits and general information on your coverage. Click Partnership to view medical, dental, pharmacy and vision benefit information.

- Access your personalized benefits portal at **carecompass.quantum-health.com**, or by clicking Sign In on the Care Compass home page
- To view forms, visit **CareCompass.CT.gov/forms**, or click the Forms button at the bottom of the Care Compass home page.

### *When you need benefits support...*

You and any enrolled dependents can speak with a personal Care Coordinator (833-740-3258) for help understanding your benefits, finding a doctor, and dealing with the complexities of health care. Quantum Health makes it easier for you to navigate your benefits and access the right care for you by coordinating with your medical, pharmacy, and dental member service teams. Chat with a Care Coordinator 8:30 a.m. – 10 p.m., Monday – Friday, at 833-740-3258, or send a message through your secure portal.

### *Earn incentives*

If you select a Provider of Distinction for a qualifying procedure, you can earn a cash reward!

Visit **CareCompass.CT.gov/providersofdistinction** to search by procedure, provider or facility, or call 833-740-3258 to speak with a personal Care Coordinator.

Doctors, hospitals and provider groups that meet the highest patient care standards are designated "Providers of Distinction." Providers of Distinction members will coordinate your care throughout your entire treatment process, from evaluation through recovery. The best providers within this program are identified as Centers of Excellence.

To view a full list of procedures and incentives, visit **CareCompass.CT.gov/providersofdistinction/#incentives**. Note: The amount of the reward varies by procedure and location.

### *When you need to find the best provider or to find a location for a routine lab test...*

Visit **osc.ct.gov/ctpartner** then scroll to **Find Providers**.

You pay nothing—\$0 copay—for lab tests, if you visit a preferred Site of Service provider. To find a Site of Service provider, contact Anthem or **use the Find Care tool**.

### *When you're injured...*

Your health plan has resources to help you through orthopedic injuries, from diagnosis to minor aches and pains, to surgery and recovery.

Get help diagnosing minor or lingering injuries through a virtual visit. Your provider will help create a rehab program you can do at home.

For surgical procedures, find the best providers for the care you need. Learn more at **CareCompass.CT.gov/orthopedics**.

### *Help Managing and Reversing Diabetes*

Get help managing Type 1 or Type 2 Diabetes with Virta Health. Members are connected and supported with access to a diabetes health coach and receive free testing supplies and tips to manage their A1c. In the diabetes reversal program, where members with Type 2 Diabetes can learn to eat their way to better health with personalized nutrition plans and support from medical providers, professional coaches, and digital health tools.

### *Help Preventing Diabetes*

If you have prediabetes, the digital Diabetes Prevention Program offered by Wellspark can help you prevent diabetes by focusing on lifestyle changes.

To learn more about these programs, visit **CareCompass.CT.gov/diabetes**.

# CONNECTICUT PARTNERSHIP PLAN

2.0

# PRESCRIPTION DRUGS

Prescription Drugs	Maintenance <sup>+</sup> (31-to-90-day supply)	Non-Maintenance (up to 30-day supply)	HEP Chronic Conditions
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200 Family		

+ Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

++ Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

## Preferred and Non-Preferred Brand-Name Drugs

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

## If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It

is not enough for your doctor to note "dispense as written" on your prescription; a separate form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

## Mandatory 90-day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)) and scroll down to Pharmacy under Benefit Summaries.)



The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

*Health Enhancement Program Requirements*

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2023 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0-5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 5 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	N/A	1 screening between age 45-49**	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years (21+)	Every 3 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years to age 65
Colorectal Cancer Screening <sup>†</sup>	N/A	N/A	N/A	N/A	N/A	<b>UPDATED</b> 45+: Colonoscopy every 10 years, Annual FIT/FOBT to age 75 or Cologuard screening every 3 years	40-44: N/A

\* Dental cleanings are required for family members who are participating in a dental plan sponsored by your employer  
 \*\* Or as recommended by your physician  
 † NEW: colorectal screening age requirements lowered to 45 years of age for calendar year 2022 as recommended by US Task Force on Preventive Services

For those with a chronic condition: The household must meet all preventive and chronic requirements to be compliant.

To check your Health Enhancement Program compliance status, visit [CareCompass.CT.gov](https://CareCompass.CT.gov), then sign in or register for your Quantum Health benefits portal. To view your status, click the My Health tab in your portal.

You can also download the MyQHealth app on the App Store or Google Play.

### *Additional Requirements for Those With Certain Conditions*

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

### *If You Do Not Comply with the requirements of HEP*

*If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per month higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.*

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Quantum Health is the administrator for the Health Enhancement Program (HEP) and gives you access to your personalized health benefits portal. The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. Login to your personal benefit portal at [carecompass.quantum-health.com](http://carecompass.quantum-health.com) to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Send a secure message to a Care Coordinator for benefits assistance
- *Connect you to your medical, pharmacy, dental and other healthcare services covered in your plan- with just one login.*

Quantum Health: (833)740-3258, 8:30 a.m.-10 p.m. ET, Mon.-Fri.



**CONNECTICUT  
PARTNERSHIP PLAN**

2.0

**YOUR BENEFIT RESOURCES**

*Office of the State Comptroller, Healthcare Policy & Benefit Services Division*

[www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)

**860-702-3560**

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*General benefit questions, Medical, and Health Enhancement Program (HEP)*

**Quantum Health**

[CareCompass.CT.gov](http://CareCompass.CT.gov) or login to your benefits portal from Care Compass

**833-740-3258**

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*Prescription drug benefits*

**CVS Caremark**

[CareCompass.CT.gov/state/pharmacy](http://CareCompass.CT.gov/state/pharmacy) or login to your benefits portal from Care Compass

**1-800-318-2572**

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For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

APPENDIX

## A LOOK AT YOUR VSP VISION COVERAGE



### SEE HEALTHY AND LIVE HAPPY WITH HELP FROM CITY OF BRIDGEPORT AND VSP.



Enroll in VSP® Vision Care to get personalized care from a VSP network doctor at low out-of-pocket costs.

#### VALUE AND SAVINGS YOU LOVE.

Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras for additional savings.

#### PROVIDER CHOICES YOU WANT.

With an average of five VSP network doctors within six miles of you, it's easy to find a nearby in-network doctor. Plus, maximize your coverage with bonus offers and additional savings that are exclusive to Premier Program locations.



**Like shopping online?** Go to [eyeconic.com](http://eyeconic.com) and use your vision benefits to shop over 50 brands of contacts, eyeglasses, and sunglasses.

#### QUALITY VISION CARE YOU NEED.

You'll get great care from a VSP network doctor, including a WellVision Exam®—a comprehensive exam designed to detect eye and health conditions.

#### USING YOUR BENEFIT IS EASY!

Create an account on [vsp.com](http://vsp.com) to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.

#### GET YOUR PERFECT PAIR

**EXTRA \$20** +

TO SPEND ON  
FEATURED FRAME BRANDS\*

bebe CALVIN KLEIN COLE HAAN FLEXON  
LACOSTE   NINE WEST

SEE MORE BRANDS AT [VSP.COM/OFFERS](http://VSP.COM/OFFERS)

UP TO **40%**

SAVINGS ON LENS  
ENHANCEMENTS



**Enroll today.**

Contact us: **800.877.7195** or [vsp.com](http://vsp.com)

**YOUR VSP VISION BENEFITS SUMMARY**

CITY OF BRIDGEPORT and VSP provide you with an affordable vision plan.

**PROVIDER NETWORK:**

VSP Signature

**EFFECTIVE DATE:**

01/01/2020



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
<b>YOUR COVERAGE WITH A VSP PROVIDER</b>			
<b>WELLVISION EXAM</b>	<ul style="list-style-type: none"> <li>Focuses on your eyes and overall wellness</li> </ul>	\$20	Every 12 months
<b>PRESCRIPTION GLASSES</b>		\$30	See frame and lenses
<b>FRAME</b>	<ul style="list-style-type: none"> <li>\$105 allowance for a wide selection of frames</li> <li>\$125 allowance for featured frame brands</li> <li>20% savings on the amount over your allowance</li> <li>\$60 Costco® frame allowance</li> </ul>	Included in Prescription Glasses	Every 24 months
<b>LENSES</b>	<ul style="list-style-type: none"> <li>Single vision, lined bifocal, and lined trifocal lenses</li> <li>Impact-resistant lenses for dependent children</li> </ul>	Included in Prescription Glasses	Every 12 months
<b>LENS ENHANCEMENTS</b>	<ul style="list-style-type: none"> <li>Standard progressive lenses</li> <li>Premium progressive lenses</li> <li>Custom progressive lenses</li> <li>Average savings of 35-40% on other lens enhancements</li> </ul>	\$50 \$80 - \$90 \$120 - \$160	Every 12 months
<b>CONTACTS (INSTEAD OF GLASSES)</b>	<ul style="list-style-type: none"> <li>\$105 allowance for contacts and contact lens exam (fitting and evaluation)</li> <li>15% savings on a contact lens exam (fitting and evaluation)</li> </ul>	\$0	Every 12 months
<b>DIABETIC EYECARE PLUS PROGRAM<sup>SM</sup></b>	<ul style="list-style-type: none"> <li>Retinal screening for members with diabetes</li> <li>Additional exams and services for members with diabetic eye disease, glaucoma, or age-related macular degeneration. Limitations and coordination with your medical coverage may apply. Ask your VSP doctor details.</li> </ul>	\$0 \$20 per exam	As needed
<b>EXTRA SAVINGS</b>	<p><b>Glasses and Sunglasses</b></p> <ul style="list-style-type: none"> <li>Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com/offers">vsp.com/offers</a> for details.</li> <li>30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam.</li> </ul> <p><b>Routine Retinal Screening</b></p> <ul style="list-style-type: none"> <li>No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li> </ul> <p><b>Laser Vision Correction</b></p> <ul style="list-style-type: none"> <li>Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li> <li>After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</li> </ul>		

**YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS**

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.

Coverage with a retail chain may be different or not apply. Log in to [vsp.com](http://vsp.com) to check your benefits for eligibility and to confirm in-network locations based on your plan type. VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

\*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

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VSP, VSP Vision Care for life, Eyeconic, and WellVision Exam are registered trademarks. VSP Diabetic Eyecare Plus Program is servicemark of Vision Service Plan. Flaxon is a registered trademark of Marchon Eyewear, Inc. All other brands or marks are the property of their respective owners.

**APPENDIX D**

***Cigna Dental Benefit Summary  
Bridgeport, City & Board of Education  
City Employees Only  
Plan Renewal Date: 07/01/2023***



Administered by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations. **Your DPPO plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.**

<b><i>Cigna Dental PPO</i></b>				
<b><i>Network Options</i></b>	<b><i>In-Network: Total Cigna DPPO Network</i></b>		<b><i>Non-Network: See Non-Network Reimbursement</i></b>	
<b><i>Reimbursement Levels</i></b>	Based on Contracted Fees		Maximum Reimbursable Charge	
<b><i>Calendar Year Benefits Maximum</i></b> Applies to: Class I, II & III expenses	\$1,000		\$1,000	
<b><i>Calendar Year Deductible</i></b> Individual Family	\$25 \$75		\$25 \$75	
<b><i>Benefit Highlights</i></b>	<b><i>Plan Pays</i></b>	<b><i>You Pay</i></b>	<b><i>Plan Pays</i></b>	<b><i>You Pay</i></b>
<b><i>Class I: Diagnostic &amp; Preventive</i></b> Oral Evaluations Prophylaxis: routine cleanings X-rays: routine X-rays: non-routine Fluoride Application Scalants: per tooth Space Maintainers: non-orthodontic Emergency Care to Relieve Pain (Note: This service is administrated at the in network coinsurance level.)	100% No Deductible	No Charge	100% No Deductible	No Charge
<b><i>Class II: Basic Restorative</i></b> Restorative: fillings Endodontics: minor and major Periodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: bridges, crowns and inlays Repairs: dentures Denture Relines, Rebases and Adjustments	80% After Deductible	20% After Deductible	80% After Deductible	20% After Deductible
<b><i>Class III: Major Restorative</i></b> Inlays and Onlays Prosthesis Over Implant Crowns: prefabricated stainless steel / resin Crowns: permanent cast and porcelain Bridges and Dentures	50% After Deductible	50% After Deductible	50% After Deductible	50% After Deductible

<b>Benefit Plan Provisions:</b>	
<b><i>In-Network Reimbursement</i></b>	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.
<b><i>Non-Network Reimbursement</i></b>	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Maximum Reimbursable Charge. The MRC is calculated at the 90th percentile of all provider submitted amounts in the geographic area. The dentist may balance bill up to their usual fees.
<b><i>Cross Accumulation</i></b>	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.
<b><i>Calendar Year Benefits Maximum</i></b>	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.
<b><i>Calendar Year Deductible</i></b>	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.
<b><i>Carryover Provision</i></b>	Dental Expenses incurred and applied toward the Individual or Family Deductible during the last 3 months of the calendar year will be applied toward the next year's Deductible.
<b><i>Pretreatment Review</i></b>	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.
<b><i>Alternate Benefit Provision</i></b>	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.
<b><i>Oral Health Integration Program*</i></b>	The Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with certain medical conditions. There is no additional charge to participate in the program. Those who qualify can receive reimbursement of their coinsurance for eligible dental services. Eligible customers can also receive guidance on behavioral issues related to oral health. Reimbursements under this program are not subject to the annual deductible, but will be applied to the plan annual maximum. For more information on how to enroll in this program and a complete list of terms and eligible conditions, go to <a href="http://www.mycigna.com">www.mycigna.com</a> or call customer service 24/7 at 1-800-Cigna24.
<b><i>Timely Filing</i></b>	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
<b>Benefit Limitations:</b>	
Missing Tooth Limitation	For teeth missing prior to coverage with Cigna, the amount payable is 50% of the amount otherwise payable until covered for 24 months; thereafter, considered a Class III expense.
Oral Evaluations/Exams	2 per calendar year.
X-rays (routine)	Bitewings: 2 per calendar year.
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months.
Cleanings	2 per calendar year, including periodontal maintenance procedures following active therapy.
Fluoride Application	1 per calendar year for children under age 19.
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months for children under age 14.
Space Maintainers	Limited to non-orthodontic treatment for children under age 19.
Crowns, Bridges, Dentures and Partial	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once.
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation.
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.

**Benefit Exclusions:**

Covered Expenses will not include, and no payment will be made for the following:

- Procedures and services not included in the list of covered dental expenses;
- Diagnostic: cone beam imaging;
- Preventive Services: instruction for plaque control, oral hygiene and diet;
- Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars;
- Periodontics: bite registrations; splinting;
- Prosthodontic: precision or semi-precision attachments;
- Implants: implants or implant related services;
- Orthodontics: orthodontic treatment;
- Procedures, appliances or restorations, except full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of dysfunction of the temporomandibular joint (TMJ), stabilize periodontally involved teeth or restore occlusion;
- Athletic mouth guards;
- Services performed primarily for cosmetic reasons;
- Personalization or decoration of any dental device or dental work;
- Replacement of an appliance per benefit guidelines;
- Services that are deemed to be medical in nature;
- Services and supplies received from a hospital;
- Drugs: prescription drugs;
- Charges in excess of the Maximum Reimbursable Charge.

This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

Product availability may vary by location and plan type and is subject to change. All group dental insurance policies and dental benefit plans contain exclusions and limitations. For costs and details of coverage, review your plan documents or contact a Cigna representative.

A copy of the NH Dental Outline of Coverage is available and can be downloaded at Health Insurance & Medical Forms for Customers | Cigna under Dental Forms.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company (CHLIC), Connecticut General Life Insurance Company, and Cigna Dental Health, Inc.

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## APPENDIX E

### Benefits Eligibility Based on Date of Hire

Applicable Benefits (Serv Date)	Applicable Benefits (Pos Hire Date)	Emp #	Job Class Description	Hire Date	Service Date	Original Date
(1) (2) (3)	(4)	10912	PROJECT MANAGER OPM MANAGEMENT	07/01/2022	03/03/2008	03/03/2008
(2) (3)	(4)	12369	COORDINATOR-FRC	04/05/2018	07/01/2009	01/24/2008
(1) (2) (3)	(1) (2) (3)	15039	OCCUPATIONAL THERAPIST	01/12/2009	01/12/2009	01/12/2009
(1) (2) (3)	(1) (2) (3)	15079	OCCUPATIONAL THERAPIST	02/24/2009	02/24/2009	02/24/2009
(1) (2) (3)	(1) (2) (3)	18888	SCH. READINESS COORD.	01/27/1998	01/27/1998	01/27/1998
(1) (2) (3)	(4)	19528	YOUTH PROGRAM MANAGER	02/20/2018	01/23/2001	01/23/2001
(1) (2) (3)	(1) (2) (3)	19676	RECEPTIONIST	04/15/2002	08/07/2002	04/15/2002
(1) (2) (3)	(4)	19686	ADMINISTRATIVE ASSISTANT	04/24/2017	03/05/2001	03/05/2001
(1) (2) (3)	(4)	19706	ADMINISTRATIVE ASSISTANT	06/24/2016	11/08/2004	11/08/2004
(1) (2) (3)	(1) (2) (3)	19776	SUPPORT SPECIALIST I (35 HRS)	04/24/2006	01/06/1992	01/06/1992
(1) (2) (3)	(4)	23226	PROGRAM MANAGER - ESG/HOPWA	08/17/2022	12/15/1997	10/06/1997
(1) (2) (3)	(1) (2) (3)	23856	CONSTITUENT SERVICES	02/13/2004	02/13/2004	02/13/2004
(1) (2) (3)	(1) (2) (3)	28156	SUPPORT SPECIALIST II (35 HRS)	04/24/2006	07/17/1981	07/17/1981
(1) (2) (3)	(2) (3)	52036	ADMINISTRATIVE ASSISTANT	02/08/2010	09/28/1996	10/30/1995
(1) (2) (3)	(1) (2) (3)	65489	RECREATION COORDINATOR	03/07/2005	03/07/2005	03/07/2005
(1) (2) (3)	(1) (2) (3)	71686	TRANSPORTATION COORDINATOR (35	12/19/2005	09/14/2004	09/13/2004
(1) (2) (3)	(4)	75123	ADMIN ASSIST CAO	02/03/2020	07/24/1994	06/16/1994
(1) (2) (3)	(2) (3)	75343	SENIOR PAYROLL ADMINISTRATOR (	11/02/2009	06/05/1999	06/05/1999
(4)	(4)	200257	PROGRAM MANAGER - CDBG	04/10/2023	09/12/2016	06/30/2008
(2) (3)	(2) (3)	200607	OCCUPATIONAL THERAPIST ASST	08/24/2009	08/24/2009	08/24/2009
(2) (3)	(2) (3)	200705	OCCUPATIONAL THERAPIST	08/24/2009	08/24/2009	08/24/2009
(2) (3)	(2) (3)	200824	OCCUPATIONAL THERAPIST ASST	11/23/2009	11/23/2009	11/23/2009
(2) (3)	(4)	207643	ADMINISTRATIVE ASSISTANT	05/10/2018	05/10/2010	05/10/2010
(3)	(3)	209103	OFFICE COORDINATOR	12/15/2015	03/17/2015	06/07/2010
(2) (3)	(3)	210175	COORDINATOR-FRC	10/09/2012	11/08/2010	11/08/2010
(4)	(4)	210947	ASSISTANT SPECIAL PROJECT MANG	02/13/2023	12/27/2016	06/23/2011
(3)	(3)	211127	OCCUPATIONAL THERAPIST	10/14/2011	10/14/2011	10/14/2011
(3)	(4)	211432	EXECUTIVE ASSISTANT	04/24/2017	12/12/2011	12/12/2011
(3)	(3)	212225	OCCUPATIONAL THERAPIST	11/19/2012	11/19/2012	11/19/2012
(3)	(3)	213349	SR. ECONOMIC DEVELOPMENT ASSOC	03/31/2014	03/31/2014	03/31/2014
(3)	(3)	213460	CAPITOL PROJECTS FIXED ASSETS	06/16/2014	06/16/2014	06/16/2014
(3)	(3)	214066	SUPPORT SPECIALIST II (35 HRS)	10/27/2014	10/27/2014	10/27/2014
(3)	(4)	214074	SUPPORT SPECIALIST II (35 HRS)	05/02/2022	11/06/2014	11/06/2014
(4)	(4)	214292	PROGRAM SITE MONITOR	12/10/2018	12/10/2018	04/13/2015
(4)	(4)	214733	ASSOCIATE DIR OF PROJ MNGT	03/28/2023	11/11/2016	08/17/2015
(4)	(4)	214974	ADMINISTRATIVE/IDIS COORDINATR	08/17/2022	04/28/2017	10/13/2015
(4)	(4)	215136	EMPLOYEE BENEFITS COORDINATOR	04/05/2021	10/24/2016	12/21/2015
(4)	(4)	215381	ANTI BLIGHT TECHNICIAN	04/12/2021	04/12/2021	05/02/2016
(4)	(4)	215653	PROGRAM MANAGER - HOME	08/17/2022	07/25/2016	07/25/2016
(4)	(4)	215952	AIRPORT CERTIFICATION SPECIALI	06/21/2022	07/14/2018	09/26/2016
(4)	(4)	215993	CRIME ANALYST	10/17/2016	10/17/2016	10/17/2016
(4)	(4)	216110	OCCUPATIONAL THERAPIST ASST	01/09/2017	01/09/2017	01/09/2017

(1) = Grandfathered under 15/55 rule for retiree medical benefits (Hired on or before 6/30/2009)  
 (2) = Healthcare Premium Cost Share (PCS) capped at 25% (Hired on or before 12/17/2010)  
 (3) = Eligible for retiree healthcare if qualifications met (Hired on or before 12/31/2015)  
 (4) = Not eligible for retiree healthcare benefits (Hired after 12/31/2015)

Applicable Benefits (Serv Date)	Applicable Benefits (Pos Hire Date)	Emp #	Job Class Description	Hire Date	Service Date	Original Date
(4)	(4)	218215	MGR OF HOUSING CONSTRUCTION &	02/19/2019	02/19/2019	02/19/2019
(4)	(4)	218343	NETWORK ARCHITECT	06/10/2019	06/10/2019	06/10/2019
(4)	(4)	218352	RECREATION COORDINATOR	02/12/2022	02/12/2022	06/17/2019
(4)	(4)	219811	SERVER SPECIALIST	04/05/2021	04/05/2021	04/05/2021
(4)	(4)	219832	ANTI BLIGHT TECHNICIAN	04/26/2021	04/26/2021	04/26/2021
(4)	(4)	219930	GRANT WRITER	06/21/2021	06/21/2021	06/21/2021
(4)	(4)	220246	ADMINISTRATIVE ASSISTANT	08/09/2021	08/09/2021	08/09/2021
(4)	(4)	220377	OCCUPATIONAL THERAPIST ASST	08/23/2021	08/23/2021	08/23/2021
(4)	(4)	220378	OCCUPATIONAL THERAPIST ASST	08/23/2021	08/23/2021	08/23/2021
(4)	(4)	220436	OCCUPATIONAL THERAPIST ASST	08/23/2021	08/23/2021	08/23/2021
(4)	(4)	220456	OCCUPATIONAL THERAPIST	08/30/2021	08/30/2021	08/30/2021
(4)	(4)	220474	HUMAN RESOURCES GENERALIST	07/01/2022	09/07/2021	09/07/2021
(4)	(4)	220671	PLANNER 2	11/29/2021	11/29/2021	11/29/2021
(4)	(4)	220678	OCCUPATIONAL THERAPIST	12/02/2021	12/02/2021	12/02/2021
(4)	(4)	220741	DESIGN REVIEW COORDINATOR	01/03/2022	01/03/2022	01/03/2022
(4)	(4)	220766	VICTIM ASSISTANCE COORDINATOR	01/17/2022	01/17/2022	01/17/2022
(4)	(4)	220816	SR. ECONOMIC DEVELOPMENT ASSOC	03/01/2022	03/01/2022	03/01/2022
(4)	(4)	220949	ADMINISTRATIVE ASSISTANT	05/31/2022	05/31/2022	05/31/2022
(4)	(4)	220963	PLANNER OPED	06/06/2022	06/06/2022	06/06/2022
(4)	(4)	220988	GIS TECHNICIAN	06/21/2022	06/21/2022	06/21/2022
(4)	(4)	221290	ADMINISTRATIVE ASSISTANT	08/01/2022	08/01/2022	08/01/2022
(4)	(4)	221408	DATA ARCHITECT	08/15/2022	08/15/2022	08/15/2022
(4)	(4)	221598	OCCUPATIONAL THERAPIST	10/11/2022	10/11/2022	10/11/2022
(4)	(4)	221873	SUPPORT SPECIALIST II (35 HRS)	02/13/2023	02/18/2023	02/13/2023
(4)	(4)	222348	AIRPORT CERTIFICATION SPECIALI	07/17/2023	07/17/2023	07/17/2023
(4)	(4)	222578	OCCUPATIONAL THERAPIST ASST	08/28/2023	08/28/2023	08/28/2023
(4)	(4)	222701	CONTRACT COMPLIANCE OFFICER	09/18/2023	09/18/2023	09/18/2023

## APPENDIX F

### Agreement Regarding Premium Cost Share (PCS) Contributions for New Members

This agreement is between the City of Bridgeport (hereinafter the "City"), the Laborers International Union of North America (LIUNA), Local 200 (hereinafter the "Union").

The parties above hereby agree to the following:

1. The intent of this agreement is to clarify the percent (%) amount of premium cost share (PCS) to be paid by new members of the union and to illuminate the distinction between new members of the union hired by the City on or before December 17, 2010 and those hired after December 17, 2010.
2. Members of the Union, or new members to the Union by virtue of an intra-City transfer, who were hired on or before December 17, 2010 and who were regular full time employees on said date shall have their PCS contribution capped at twenty five percent (25%) for their health care insurance.
3. The 25% PCS cap shall remain in effect for said members throughout their period of employment with the City, and throughout retirement for those employees who fully satisfy the eligibility requirements for health benefits coverage at the time of their retirement.
4. New members to the Union, regardless of hire date, who were hired after December 17, 2010 shall pay a PCS contribution for their health care insurance according to the following schedule:

December 18, 2010	25%
July 1, 2011	26%
July 1, 2012	27%
July 1, 2013	28%
PCS shall increase by 1% per year on July 1 <sup>st</sup> of each year, until a cap of 50% is reached.	

Said premium contribution shall be the above named amount (percentage) regardless of the coverage category: employee only, employee plus one, or employee plus family.

5. Employees covered under item 2 of this agreement who separate from City employment for more than 180 calendar days for any reason other than those mentioned in the following sentence, shall, if re-hired by the City, be treated as new employees according to the terms and conditions of item 3 above.

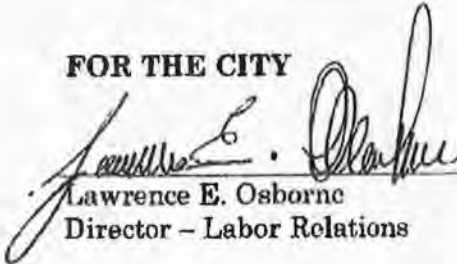
Exceptions to this provision are:

- a) Employees recalled from layoff from an unexpired recall list.
- b) Employees returning from any type of City approved leave of absence, and within the time frames specified in the leave: e.g., military leave, medical leave, personal leave of absence, etc.

6. This agreement covers PCS contributions for health care insurance (medical and prescription coverage) as generally provided by the City in 2011. This agreement shall not apply to new or substantially altered benefits plans not currently offered by the City, which may be instituted by the City or offered to its employees in the future.

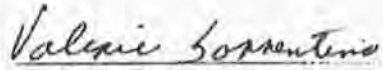
7. This agreement shall not constitute a practice or precedent under the collective bargaining agreement between the City and the Union. The Union will not cite or otherwise utilize this agreement or any of the substantive terms, in any grievance, arbitration (either grievance or binding interest) or any proceeding except for such proceeding to enforce the terms and conditions of this agreement.

**FOR THE CITY**

  
Lawrence E. Osborne  
Director - Labor Relations

12/30/11  
Date

**FOR THE UNION**

  
Valerie Sorrentino  
Business Manager

12-30-11  
Date

# APPENDIX G

## MEMORANDUM OF AGREEMENT between

[City of Bridgeport.

and

[LIUNA]

The undersigned Parties hereby agree as follows:

1. Plan Changes

Effective October 1, 2018, in lieu of the existing health plan offered to employees and retirees (hereinafter "plan participants") administered by CIGNA and Express Scripts, Inc., the Parties agree to switch plan participants to the State of Connecticut Partnership 2.0 Plan (Plan). If at any time the City determines that the cost and/or any of the Plan's components are no longer competitive, the City may terminate the Partnership 2.0 Plan and revert back to the plan design as it existed in the CBA on September 30, 2018. Further, plan participants are subject to Plan changes as the Plan may be amended from time to time.

2. Employee Contribution

- a. Employees shall contribute towards the cost of the Partnership 2.0 Plan in accordance with currently negotiated terms and conditions of the collective bargaining agreement as they pertain to employee/retiree healthcare premium cost share contributions.
- b. A component of the Partnership 2.0 Plan is the Health Enhancement Program (HEP) pursuant to which participants must comply with certain health screenings requirements and procedures, the failure to comply with which results in financial penalties including additional monthly costs. In addition to the cost-sharing referenced in (a) above, employees who are non-compliant or whose dependents are non-compliant with HEP, shall also be responsible for paying the penalties, which will be added to their PCS contribution.

3. Providers

The City of Bridgeport, in conjunction with United Healthcare, will work with Union to bring any providers currently used by members who are not part of the United Healthcare Network, into the Plan.

[ CITY ]

[ LIUNA Local 1224 ]

By 

By 

Date: 10/25/18

Date: 10-25-18

(LIUNA HEALTHCARE AGREEMENT)

Page 1 of 1

## APPENDIX H

**Tentative Agreement  
Between  
City of Bridgeport  
And  
LIUNA**

<b>Contract Date</b>	<b>Wage</b>	<b>PCS</b>	<b>Buy-Out</b>
1. 7/1/2009 to 6/30/2010	0%	12%	\$ 500.00
2. 7/1/2010 to 12/31/2010	0%	15%	\$1,500.00
3. 1/1/2011 to 6/30/2011	3%	18%	\$1,500.00
4. 7/1/2011 to 6/30/2012	2%	21%	\$2,000.00
5. 7/1/2012 to 6/30/2013	2%	25%	\$2,000.00 Capped

- The City agrees there will be no lay-offs of current LIUNA members through December 31, 2010. Except, this shall not apply in cases where grant funding expires.
- Effective June 1, 2009, the Union and the City will initiate a process to conduct a reclassification and job evaluation of existing LIUNA bargaining unit positions. Said process shall include a review of LIUNA bargaining unit positions and rewriting of existing job descriptions.

Said reclassification process shall employ an evaluation system identical or similar to the Position Appraisal Method (PAM)/Job Evaluation system developed by the Public Administration Service (PAS). Said PAM/PAS system utilizes a Point Rating Factor Comparison method of job evaluation. Each position within the bargaining unit is evaluated and rated using the same factors. The Union and the City may also agree to use a different job evaluation system, or they may agree to use the existing City of Bridgeport Civil Service system.

The above noted job evaluation process shall be conducted by a committee of four (4), two (2) members appointed by the City and two (2) members appointed by the Union. A fifth (5<sup>th</sup>) member shall be selected by the City and the Union and shall act as a facilitator to the committee for the purposes of conducting the job evaluation study. It is the intent of this agreement that the City and the Union will work together to complete the job evaluation process and establish mutually agreeable job descriptions, position rankings and ratings by December 31, 2009.

The reclassification process shall also include a salary and wage study of the existing LIUNA pay plan. It is also the intent of the parties that a new pay plan shall be developed that will employ a step system similar to what is presently in place for other Civil Service bargaining units in the City of Bridgeport.

The Union and the City may agree that certain LIUNA positions may be placed in wage schedules and receive step or salary adjustments to be effective July 1, 2010. If the City and the Union fail to agree, the entire job evaluation study or parts thereof shall be referred to a neutral mediator or arbitrator selected by the parties who shall resolve any disputes concerning job descriptions, position rankings and ratings, and wage schedules including step or salary adjustments. Parties agree that the cost of the neutral arbitrator shall be borne equally by the parties.

No current LIUNA member shall be downgraded, or suffer financial loss, as a result of the implementation of the reclassification and job evaluation of existing bargaining unit positions.

LIUNA members, who are awarded promotional LIUNA positions in the future, shall be initially placed at the step of the promotional position that represents an actual compensation increase.

- Effective July 1, 2009 the provisions of the collective bargaining agreement that apply to employees who retire, shall be changed to define future retirees as:

“for purposes of this contract “retirees” shall mean employees who: (a) have completed twenty-five (25) years of continuous municipal service regardless of age; and (b) are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF Fund B”

In addition, any newly hired or promoted employees into a LIUNA bargaining unit position shall only receive the above benefits after twenty-five (25) years of service.

Any current LIUNA member, listed on the attached Appendix, who may in the future change jobs within LIUNA, shall continue to be covered under the terms of the current agreement and will not be subject to a change in PCS or years needed for retirement.

- It is the intent of this Agreement that all current LIUNA members (listed on the attached Appendix) shall be “grandfathered” under the terms of the current Collective Bargaining Agreement.

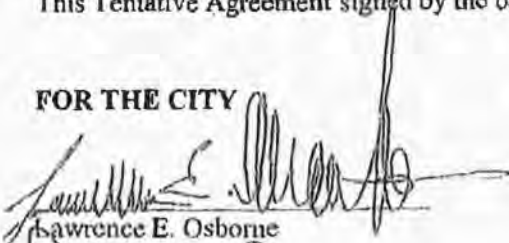
All current employees as of the date of the execution of this contract shall continue to be eligible to retire and receive the medical benefits provided by the current Collective Bargaining Agreement provided they have attained the following:

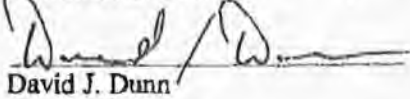
- A) Completed fifteen (15) years of municipal service and are age fifty-five (55) or who have completed twenty-five (25) years of municipal service regardless of the age; and
- B) Are eligible to receive full pension benefits in accordance with the retirement qualification provisions of MERF-Fund B.

- LIUNA members who are currently on payroll will have their PCS contribution capped at twenty-five percent (25%) contribution as of July 1, 2012. This PCS cap is guaranteed to remain intact during the individual employees employment period and entire period of retirement.
- New bargaining unit members, hired during the term of this bargaining agreement, shall start at twenty-five percent (25%) PCS contribution. There will be a one (1%) percent increase each year for the PCS contribution up to fifty-percent (50%). This shall be capped at fifty percent (50%) after twenty-five (25) years of municipal service employment. This PCS cap of fifty percent (50%) is guaranteed to remain in tact during the entire period of retirement.
- Department Heads retain sole discretion/authority for the assigning of take home vehicles.
- Effective July 1, 2010 all bargaining unit members shall be paid through the City's "direct deposit" payroll system.
- All other terms and conditions of the current Collective Bargaining Agreement shall remain unchanged.

This Tentative Agreement signed by the bargaining committees on June 8, 2009.

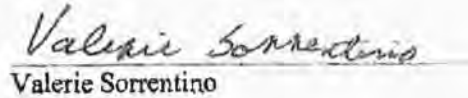
**FOR THE CITY**

  
Lawrence E. Osborne

  
David J. Dunn

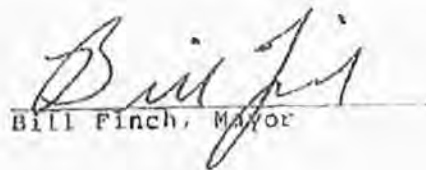
  
Jodie Paul

**FOR THE UNION**

  
Valerie Sorrentino

\_\_\_\_\_

\_\_\_\_\_

  
Bill Finch, Mayor



## APPENDIX I

### **TENTATIVE AGREEMENT** **LIUNA, LOCAL 200**

#### **DURATION**

All provisions of this agreement shall be effective as of July 1, 2013 unless another effective date is specified herein, and shall remain in full force and effect until the thirtieth (30<sup>th</sup>) of June 2017.

#### **ARTICLE 15 - WAGES**

Effective July 1, 2013 -	3%
Effective July 1, 2014 -	3%
Effective July 1, 2015 -	2.5%
Effective July 1, 2016 -	2.5%

#### **NEW LANGUAGE**

The City and the Union agree to phase out the Insurance Buyout for employees who accept the Buyout but remain covered by the City. Beginning on July 1, 2016 the buyout will be reduced to \$1500.00 and on July 1, 2017 it will be reduced to \$1000.00 and on July 1, 2018 to \$500.00. Commencing on July 1, 2018 there will be no buyout available to those employees receiving health benefits from the City. For employees hired after December 31, 2015, no insurance buyout will be available if that employee receives health benefits from the City, generally from a spouse or other relative.

For those employees who receive health insurance from a source outside of the City, the buyout available to them will be as follows:  
Beginning on July 1, 2016 - \$2500.00; July 1, 2017 - \$2750.00; July 1, 2018 - \$3000.00

#### **NEW LANGUAGE – ARTICLE 19**

For LIUNA members who retire on or after December 31, 2015, the parties agree that Medicare-eligible retirees and their spouses who are Medicare eligible are provided with a Medicare supplement plan in place of the city's insurance plan. At that time, the premium cost share as specified in Article 19.12 and 19.13 shall be based on the supplemental plan. Subject to final contract language, the following reflects the concept that the premium cost share shall be paid based on whatever plan(s) the retiree and covered dependents are enrolled in:

For retirees and their spouses attaining Medicare eligibility after the actual retirement date, the premium cost share shall be based upon the premium rate of the supplement plan provided by the City for said retirees and their spouses. The premium cost share

for the retiree's dependents, including a spouse who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.

**ARTICLE 19 – INSURANCE**

All members of the bargaining unit hired after December 31, 2015 will not be entitled to post retirement health benefits. It is understood that all employees on hired on or prior to December 31, 2015 shall be entitled to post retirement health benefits.

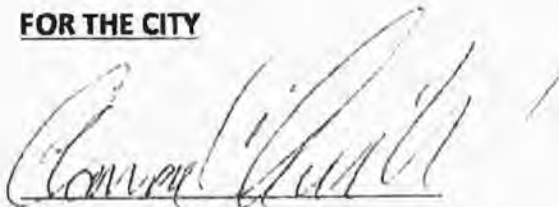
**ARTICLE 19 NEW LANGUAGE (REOPENER) – INSURANCE**

Effective July 1, 2016, the parties agree to reopen the contract to bargain major mandates of the Affordable Health Care Act. As a condition precedent to exercising its right to reopen the contract on this issue, the City shall identify the specific benefit for which it is seeking to reopen the agreement and the date on which the City learned of this issue.

**TERMS & CONDITIONS**

This Tentative Agreement is subject to ratification by the union membership and the City.

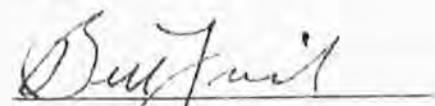
**FOR THE CITY**



Thomas C Austin  
Senior Labor Relations Officer

10-13-15

**DATE**



Mayor Bill Finch

10/14/15

**DATE**

**FOR THE UNION**

Cory Bradley  
Business Manager

**DATE**

## APPENDIX J

### **Group 8**

Detention Center Coordinator

Even Start Coordinator

Family Resource Center Coordinator

Parent Center Coordinator

Quality Enrichment Coordinator

School Readiness Coordinator

Site Facilitator

TOTS Coordinator

Occupational Therapist

Occupational Therapist Assistant

National Network of Partnership Schools Facilitator

## APPENDIX K

### On-Call Agreement

This agreement is between the City of Bridgeport (hereinafter the "City"), and LIUNA Local 1224 (hereinafter the "Union")

Whereas the City has a need to have a computer specialist available in case a computer system emergency arises outside of normal working hours, and

Whereas multiple, but not all, employees in the City's Information Technology Services (ITS) Department possess the requisite knowledge, skills and abilities to diagnose and resolve computer problems;

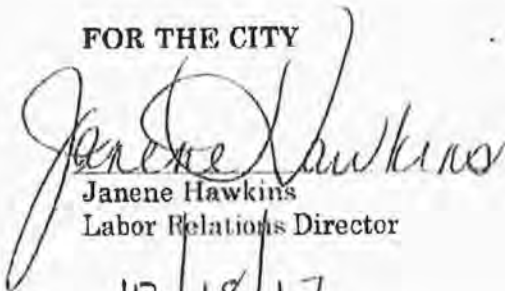
Therefore, to provide on-call emergency computer services coverage, the parties agree as follows:

1. An on-call roster of employees qualified to handle emergency computer situations is established.
2. The roster shall consist of active employees in the positions: Support Specialist II (Except Stella Folder), Server Specialist, and Network Architect
3. One employee per week (Monday 8:00 AM thru the following Monday at 8:00 AM) shall be assigned on-call duty. On-call assignment duty shall be rotated weekly.
4. A rotation list shall be kept and administered by Director of ITS. On-call assignments shall be distributed equitably amongst roster participants.
5. On-call pay of \$200 per week will be paid to the on-call employee for each complete week of on-call status.
6. An on-call device will be provided to the employee assigned on-call duty for the week. The on-call employee agrees to keep on call device (cell phone or equivalent) operational and in good working order, and must respond within 15 minutes when notified of an emergency.
7. The on-call employee is expected to attempt to resolve the emergency issue first from their remote location and, if not resolvable from a remote location, secure transportation to the City to resolve the issue on-site.
8. Overtime for responding to emergency situations shall be paid in accordance with Article 10 (Hours of Work and Overtime) and Article 16 (Call Back Pay) of the collective bargaining agreement. Said overtime

payment shall be in addition to the \$200.00 pay referred to in #5.  
Compensatory time shall not be issued in lieu of overtime pay.

9. Swapping or substituting of on-call assignments may be allowed with the permission of Director of ITS provided there is no additional cost to the City.
10. If no eligible employee is willing to voluntarily accept an on-call assignment, the Director of ITS will order an eligible employee to accept the on-call assignment.
11. Failure of an on-call employee to respond to an emergency request in a timely manner can result in discipline.
12. This agreement may be revoked by either party with a 60-day written notice of revocation to the other party.
13. This agreement shall not constitute a practice or precedent under the collective bargaining agreement between the City and the Union. The Union, will not cite or otherwise utilize this agreement or any of the substantive terms, in any grievance, arbitration (either grievance or binding interest) or any proceeding except for such proceeding to enforce the terms and conditions of this agreement.

FOR THE CITY



Janene Hawkins  
Labor Relations Director

10/18/17  
Date

FOR THE UNION



Stephen Snipes, Business Manager  
LIUNA Local 1224

10/18/17  
Date

**Item # \*30-23 Consent Calendar**

Professional Services Agreement with Griffin & Strong P.C. regarding the creation of a New Disparity Study for the City.



**Report  
of  
Committee  
on  
Contracts**

**City Council Meeting Date: January 16, 2024**

**(Cancelled)**

**Carried Over to February 5, 2024**

Attest:

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

Approved by:

*Joseph P. Gorman*  
Joseph P. Gorman, Mayor

Date Signed:

*2/16/24*

RECEIVED  
CITY CLERKS OFFICE  
24 FEB 16 AM 2:39  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

**Item No. \*30-23 Consent Calendar**

**CITY OF BRIDGEPORT CONNECTICUT**

**CITY COUNCIL RESOLUTION AUTHORIZING THE CONTRACT BETWEEN**

**THE CITY OF BRIDGEPORT AND GRIFFIN STRONG P.C.**

**REGARDING A NEW DISPARITY STUDY FOR THE CITY OF BRIDGEPORT**

**WHEREAS**, the City of Bridgeport, Connecticut requested proposals from firms to conduct a new disparity study to examine whether there is significant evidence of disparities in public contracting as it pertains to race and gender; and,

**WHEREAS**, this disparity study will build on the disparity study conducted two decades ago in the City of Bridgeport, which is the basis for the City's existing Small and Minority Business Enterprise ordinance; and,

**WHEREAS**, this new study will provide fresh data and analysis regarding disparities in the City's procurement processes and may serve as a basis for new or amended remedial action taken by the City to address such disparities; and,

**WHEREAS**, the selected firm will be expected to create the disparity study by engaging with key stakeholders, collecting evidence, examining data and trends, and making recommendations for remedial action to address any disparities that may exist within City procurement and contracting; and,

**WHEREAS**, any recommendations with respect to remedial actions should be supported by data and anecdotal evidence and should address any disparities found in a manner that comports with relevant state and federal case law and statutes; and,

**WHEREAS**, Griffin & Strong P.C. was chosen after a public Qualifications Based Selection Process as the most qualified firm to conduct Bridgeport's disparity study, and its process was approved by the Board of Public Purchases.



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Report of Committee on Contracts  
Item No. \*30-23 Consent Calendar

-2-

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Bridgeport that the attached Professional Services Agreement between the City of Bridgeport and Griffin Strong P.C. for the creation of disparity study for the City of Bridgeport be and is in all respects approved, ratified and confirmed; and

**BE IT FURTHER RESOLVED**, that the Mayor or his designee, the Director of the Small and Minority Business Enterprise Office, are hereby authorized to enter into the Professional Services Agreement in substantially the form attached hereto and, upon consultation with City Attorney's Office, are further authorized to take all other actions and do all other things necessary including executing such other contracts, amendments and documents as may be necessary in furtherance of the purpose of, and consistent with, this resolution and in the best interests of the City of Bridgeport and its citizens.



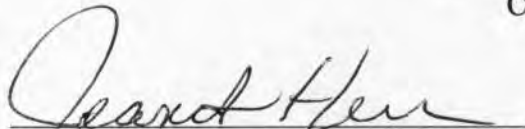


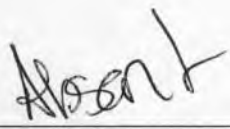
City of Bridgeport, Connecticut  
Office of the City Clerk


Report of Committee on Contracts  
Item No. \*30-23 Consent Calendar

-3-


RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS


  
Jeanette Herron, D-133rd, Co-chair


  
Maria H. Pereira, D-138th, Co-chair

  
Matthew McCarthy, D-130th

  
Jorge Cruz, Sr., D-131st

  
Richard Ortiz, D-135th

  
Dasha T. Spell, D-132nd

  
Scott Burns, D-130th

City Council Date: January 16, 2024 Cancelled & Carried Over to February 5, 2024

City of Bridgeport Disparity Study  
Price Proposal with Hours

Milestones	Milestone Fee	
1. Kick Off Meeting, Data Assessment, Plan for Data Collection	\$ 21,850	81
2. Conduct Informational & Organizational Meetings & Launch Website	\$ 9,399	36
3-Collect Quantitative Data	\$ 15,700	76
4. Conduct Online Survey of Business Owners	\$ 19,600	52
5. Conduct Case Law Review	\$ 13,800	54
6. Policy Review	\$ 18,300	72
7. Conduct Anecdotal Interviews	\$ 19,300	12
8. Collect and Analyze Anecdotal Evidence	\$ 35,899	206
9. Private Sector Analysis	\$ 17,300	68
10. Prepare Databases	\$ 42,300	248
11. Conduct Relevant Market Analysis	\$ 5,800	26
12. Conduct Utilization Analysis	\$ 5,800	26
13.. Conduct Availability Analysis	\$ 5,800	26
14. Conduct Disparity Analysis & Draft Statistical Chapter	\$ 16,550	69
15. Findings & Recommendations	\$ 18,000	82
16. Draft Report	\$ 26,400	114
17. Final Report, Exec Summary & Presentations	\$ 22,800	82
<b>Total Fee</b>	<b>\$ 314,598</b>	<b>1330</b>

Hours do not include Subcontractors' hours to conduct surveys, interviews, or proofreading services.

Milestones	Total Hours by Team Member
Rodney K. Strong/ Delmarie Griffin-Project Executives	96
Dr. Gregory Price - Sr. Economist	79
Dr. Vince Eagan-Principal Investigator/Policy Advisor	127
Michele Jenkins-Sr. Project Manager	196
Austin Broussard - Project Manager	232
Marcus Garner-Anecdotal Analyst	84
Dr. Imani Strong, Anecdotal Oversight	52
Dr. Rose Nyaondo, Data Analyst	280
Susan Johnson - Project Administrator	44
David Maher-Legal & Policy Analyst	80
Esther Dan - Data Entry & Assistance	40
Winifred Clark - Graphic Design	20
<b>Total Hours by Task</b>	<b>1330</b>

City of  
**BRIDGEPORT**  
**CONNECTICUT**

Solicitation SMX081234  
Minority Contracting Disparity Study  
April 19, 2023

**GS** GRIFFIN &  
STRONG P.C.

ATTORNEYS AND PUBLIC POLICY CONSULTANTS

235 Peachtree Street, N.E. | Suite 400  
Atlanta, Georgia 30303  
Phone: 404-584-9777 |  
Fax: 404-584-9730  
GSPClaw.com

**ORIGINAL**



**Via Federal Express**

April 19, 2023

Lisa Farlow, Assistant Purchasing Agent  
City of Bridgeport Purchasing Department  
999 Broad Street, 2<sup>nd</sup> Floor  
Bridgeport, CT 06604

**Re: City of Bridgeport Minority Contracting Disparity Study: Solicitation  
SMXO81234**

Dear Ms. Farlow:

Griffin & Strong, P.C., is pleased to have the opportunity to submit our qualifications to conduct a Disparity Study for the City of Bridgeport. Griffin & Strong, P.C. (GSPC) is a certified minority-owned law and public policy consulting firm located in Atlanta, Georgia. The firm was organized in 1992, incorporated in 1996 and has been operating continuously since that time. Our firm is nationally recognized in the areas of supplier diversity and disparity research and is certified in the State of North Carolina and Tennessee, and Fulton County, Georgia. In accordance with the terms of City Ordinance 3.12.130, copies of our MBE certification are included in this proposal.

GSPC has conducted over sixty (60) major disparity studies as a prime contractor, for entities including the City of Toledo (OH), City of Augusta (GA), City of Birmingham (AL), City of Frederick (MD), and Metropolitan Government of Nashville and Davidson County (TN). We are currently conducting Disparity Studies for the State of Connecticut and the City of Cambridge (MA). In addition, we have served as expert lead for two Living Cities City Accelerator Cohorts on Procurement for Inclusive Economic Opportunities, which assisted a total of fifteen cities, in creating a more inclusive procurement process and increasing diverse business participation. We are uniquely positioned to assist the City of Bridgeport in conducting robust research that forms the basis of a legally defensible and effective program.

GSPC's CEO, Rodney K. Strong, is widely considered a foremost national expert in factual predicate research having crafted the City of Atlanta's successful response to the tide-turning City of Richmond v J.A. Croson (1989) case when he was the City's Director of Contract Compliance. He also testified before the U.S. Senate Committee on Small Business & Entrepreneurship.

GSPC's team is the strongest and most experienced in the industry with six (6) JDs, two (2) PhDs in Economics, a PhD in Public Policy Analysis, a PhD in Social Psychology, and a PhD in Anthropology, all with expertise in disparity research. GSPC's Sr. Economist was recently named one of the top 40 Black Economists of the last 30 years.

We are the only firm among our competitors that can not only complete a high quality, legally defensive disparity study, but also provide the utmost professional and experienced, hands-on direction in implementing the recommendations from the Study.

Disparity studies are a creation of the courts and the methodology for conducting them is controlled by case law, as well as econometrics. We are unique in that we are a law firm with a

public policy consulting division, whose sole focus is disparity research, government and private consulting, and supplier diversity program development. Because of the specialized experience of GSPC, we are perfectly suited to analyze and respond to the current legal climate which confronts governmental efforts to ensure that all citizens are given an equal opportunity to compete in the area of public contracting. GSPC acknowledges that in addition to conducting high-quality disparity studies and quantitative research, it is important to understand the total legal and political environment of each client and to have an open and flexible approach toward policy options that pass muster under intense legal and political scrutiny.

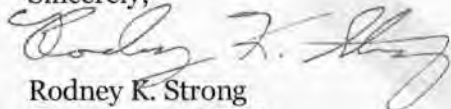
GSPC's work is characterized as follows:

1. GSPC prides itself on ensuring each consulting engagement is done to the highest quality and any program developed is uniquely crafted to meet the needs of the jurisdiction that it serves.
2. From finding and collecting data (wherever it is, including hard copies), to filling data gaps and conducting manual data entry, we do the work necessary to provide a legally defensible study, and do not take shortcuts.
3. GSPC will see you through to the project conclusion, providing clear findings and recommendations to serve as your strategic next steps.
4. GSPC is uniquely capable of hands-on development of any recommended program or modifications of existing programs, including legislative recommendations, drafting legislation, creating the business model and structure, and, when needed, running the program.
5. GSPC believes strongly in community engagement and will work closely with you to identify and engage your community stakeholders to ensure their concerns are heard.
6. GSPC conducts its projects under PMI project management processes and takes pride in the timely delivery of projects.

Overall, GSPC is committed to performing the services as described in our proposal. The firm's representative for this proposal is Susan G. Johnson, Director of Project Development, who can be reached via email ([susan@gspclaw.com](mailto:susan@gspclaw.com)) or via phone, 678-364-2962, ext. 102.

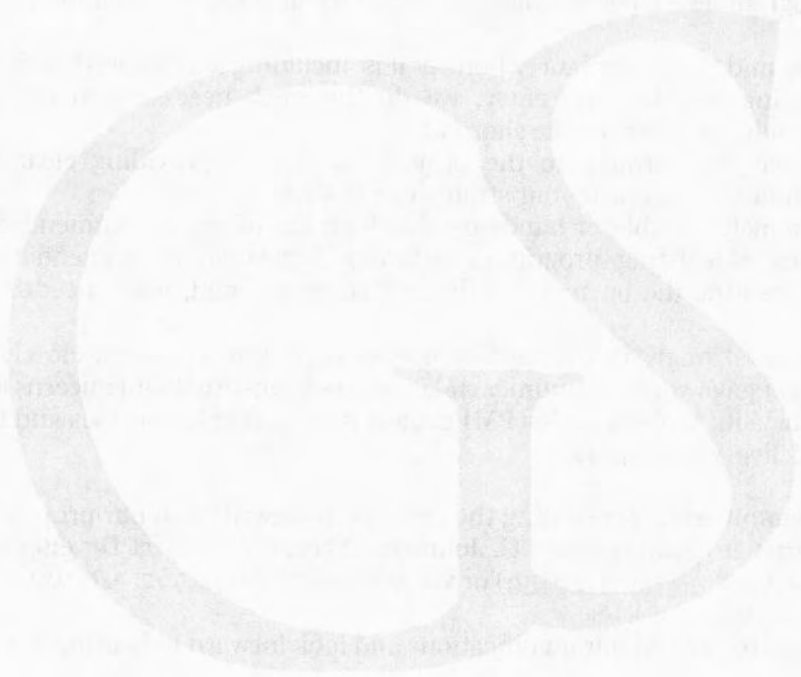
Again, we are pleased to present our qualifications and look forward to hearing from you soon.

Sincerely,



Rodney K. Strong  
Chairman and CEO

## Tab 1: Qualifications and Experience



**1. Qualifications and Experience**

Griffin & Strong, P.C. (GSPC), is an Atlanta, Georgia-based professional corporation that focuses on law and public policy consulting. The firm was organized in 1992, incorporated in June 1996, and has been in business continuously since that time—thirty one years. GSPC is a small, minority business enterprise owned by Rodney K. Strong and Delmarie A. Griffin, and is certified in Georgia, North Carolina and Tennessee. GSPC was awarded its first major disparity study as a prime contractor in 1994 for the City of St. Louis.

Since the firm’s inception, it has been directed by Rodney K. Strong, who is the Project Executive on all the firm’s engagements. Attorney Strong has an extensive background in the area of public contracting, with specific experience conducting disparity studies, evaluating M/W/DBE programs, developing supplier diversity programs and drafting legislation. Attorney Strong is nationally recognized as one of the foremost experts in the areas of disparity research, DBE/MBE/SBE/WBE and supplier diversity program development:

- He testified before the U. S. Senate Committee on Small Business & Entrepreneurship on the topic of “Business Start-up Hurdles in Underserved Communities: Access to Venture Capital and Entrepreneurship Training.” His testimony was published in the Congressional Record.
- He oversaw the first major post-Croson disparity study and developed the first major post-Croson minority and women business enterprise program, including assisting in the drafting of the legislation.
- His entire career has been dedicated to diversity program development and disparity research and he has provided consulting services to numerous jurisdictions to develop small and diverse programs.

At Griffin & Strong, P.C., we are not just researchers, we are practitioners. We have served as the expert cohorts for two Living Cities Accelerators on equity and inclusion in procurement and have assisted fifteen (15) cities to accomplish specific goals in this area through the Living Cities’ grant. As an output of the cohorts, Griffin & Strong, P.C. authored the Equity and Inclusion in Procurement Implementation Guide, published by Governing Magazine in January 2019 (<http://www.governing.com/papers/Improving-Procurement-Processes-to-Promote-Economic-Equity-111268.html>). The following cities were included in the 2 projects:

Boston, MA	Cleveland, OH	Kansas City, MO	Milwaukee, WI	Philadelphia, PA
Charlotte, NC	El Paso, TX	Los Angeles, CA	Minneapolis, MN	Pittsburgh, PA
Chicago, IL	Houston, TX	Memphis, TN	Nashville, TN	South Bend, IN

GSPC has conducted over sixty (60) major disparity studies as a prime contractor, performed benchmarking, and provided program development and consulting services for numerous clients as illustrated in the following table:

Disparity and/or Availability Study	Duration
City of St. Louis, Missouri	1994-1995
Atlanta (GA) Public Schools	1997
New Orleans (LA) Aviation Board	1996-1997
City of Cincinnati (OH)	1998-2003
Jackson (MS) Public School District	1998-1999

Jackson (MS) Municipal Airport Authority	1998-1999
City of Jackson (MS)	1998-1999
Commonwealth of Kentucky	September 1999-January 2001
City of Columbus (OH)	October 2002-August 2003
Metropolitan Government of Nashville and Davidson County (TN) (6 agencies, including public schools)	2003-2004
Montgomery County (MD)	April 2004-April 2005
City of Atlanta (GA)	July 2005-2007
Durham County (NC)	October 2006-August 2007
Metropolitan Nashville Airport Authority (TN)	January 2007-August 2007
City of Memphis (TN)	January 2007-July 2008
State of Tennessee (including Dept. of Education and State Board of Education)	September 2007-2009
City of Jackson (MS)	June 2007-2008; 2010-2012
Montgomery County (MD)	June 2013-June 2014
City and County of Durham, NC (2 separate entities, studies conducted simultaneously)	October 2013-January 2015
Cuyahoga County (OH) (except disparity analysis)	January 2014-2015
Georgia Department of Transportation (included state and federal-funded contracts)	March 2015-December 2016
City of Savannah, GA	April 2015-April 2016
City of Memphis (TN) – Disparity Study and follow-up consulting services)	May 2015-August 2016; August 2016-December 2016
St. Louis County (MO)	June 2016-December 2017
Louisville Water Company (KY) (Availability Study); Program implementation services	September 2016-July 2017; June 2018-December 2018
City of Greensboro (NC) Disparity Study MWBE Program Consultant Post-Study Consultant	February 2017-April 2018; December 2018-August 2019; July 2020-Present
Fulton County, GA Disparity Study; drafted legislation to implement recommendations; legislation has been approved; study rollout delayed due to the pandemic	August 2017-December 2019
Invest Atlanta (Economic Development Division of City of Atlanta)	June 2017-March 2019
Metropolitan Government of Nashville and Davidson County (Disparity Study and Minority Enterprise Growth and Needs Study) and Program Consulting	July 2017-August 2018 (Study) August 2018-June 2020 (Program consulting)
City of Tacoma (WA)	August 2017-September 2018
Sound Transit (WA)	September 2018-March 2020
City of Chattanooga (TN)	October 2018-September 2019
Metropolitan Nashville Airport-Study	December 2018-June 2020



Additional Scope	March 2021-May 2021
North Carolina Department of Transportation	October 2018-December 2021
Cuyahoga County (OH)	January 2019-June 2021
State of North Carolina – Disparity Study Phase 2- Implementation Services	February 2019-2021 March 2021-2022
Mecklenburg County (NC) Post-study Consulting	April 2019-October 2020 December 2020-Present
Port of Houston Authority (TX)	August 2019-December 2020
City of Frederick (MD) Post-study Consulting	February 2020-March 2021 June 2021-September 2021
Bexar County (TX)-Disparity Study Implementation	December 2019-July 2021 July 2021-December 2021
Charles County (MD)-Study completed; Implementation Completed	May 2020-December 2021 May 2022- October 2022
City of Birmingham (AL) – Disparity Study; pending Implementation	July 2020-May 2022
City of Augusta (GA) – Study Complete; Program Development in Progress	August 2020-Present
City of Milwaukee (WI)-Disparity Study-analysis complete, pending Draft Report	January 2021-present
City of Toledo (OH)—Disparity Study-completed; Post-Study Consulting in progress	March 2021-October 2022
City of Fayetteville (NC)-Disparity Study- completed	June 2021- November 2022
Fayetteville PWC (NC)-Disparity Study	June 2021-December 2022
City of Cincinnati (OH)—Disparity Study (draft report submitted)	June 2021-present
Wake County (NC)-Disparity Study-completed	February 2022-April 2023

From the above list of studies that we have performed, we have served several repeat clients, namely the City of Atlanta (GA), City of Memphis (TN), Metropolitan Government of Nashville and Davidson County (TN), Metropolitan Nashville Airport Authority, Montgomery County (MD), Durham County (NC) and City of Jackson (MS). This is a testament to the quality of our work and the stability of our firm.

In addition to disparity studies, GSPC has performed on numerous other public engagements. Please see a representative listing of these engagements below:

**Public Policy Consulting:**

- Clayton County (GA)-Benchmarking (completed 2021; contract renewed for another year)
- Living Cities (Cohort Lead for 10 cities, 2021, also led previous 5-city cohort 2018)
- Atlanta Development Authority (Atlanta, GA)
- Georgia Lottery Corporation
- Houston Metropolitan Transit Authority (TX)
- City of Gainesville, (FL)
- Richmond County (GA)

- Georgia Lottery Corporation
- Houston Metropolitan Transit Authority (TX)
- City of Gainesville, (FL)
- Richmond County (GA)
- Newark, New Jersey Consortium
- Georgia Department of Transportation-DBE Consultant
- Sound Transit, Seattle WA-DBE Consultant

Supplier Diversity:

- State Farm Arena Renovations (Atlanta, GA)
- Mercedes-Benz Stadium (New Home of the Atlanta Falcons)
- College Football Hall of Fame (Atlanta, GA)
- National Center for Civil and Human Rights (Atlanta, Ga)
- The New World of Coca-Cola (Atlanta, GA)
- FedEx Forum (Memphis, TN)

Other Diversity Statistical Studies:

- State of Georgia Department of Administrative Services
- Metropolitan Nashville and Davidson County (Minority Growth & Needs)
- Louisville Water Company (Louisville, KY) Availability Study

Program Development:

- Atlanta Committee for the Olympic Games (GA)
- Tennessee Valley Authority
- Clayton County (GA)
- City of Memphis, TN
- Charlotte, NC
- Louisville Water Company
- Fulton County, GA
- City of Greensboro, NC

Program Legislation:

- Clayton County (GA)
- State of Tennessee
- Metropolitan Government of Nashville and Davidson County (TN)
- Durham County, NC
- City of Atlanta, GA
- Commonwealth of Kentucky
- City of Jackson, MS
- City of Cincinnati, Ohio
- Atlanta Public Schools (GA)
- City of Tucson and Pima County, Arizona
- Clark County, Nevada
- City of Phoenix, Arizona
- City of Greensboro, NC

Goal-Setting

- Georgia Department of Transportation
- Hartsfield-Jackson Atlanta International Airport

## Unique Capabilities

In summary, GSPC is unique in that it is a law firm with expertise in conducting disparity and availability studies. We have unique capabilities that set us apart from our competitors which allow us to provide timely, quality services for the City of Bridgeport:

- GSPC is a **law firm** actively engaged in the practice of law, with a public policy consulting division that specializes in disparity research and government and private consulting. It has particular expertise in the area of DBE, MWBE and diversity program development and legislative action, as well as tracking and analyzing new developments in this area of the law.
- **Unique, High-Quality Studies** – Over the last few years, several firms have been publicly criticized for utilizing inaccurate data and for cutting and pasting analyses from one study to another, focusing more on the number of studies they do rather than the quality. GSPC prides itself on making sure that each study is of high quality and unique to the jurisdiction that it serves. GSPC **does not cookie cut its studies**, but instead undertakes each study uniquely, totally immersing the team in the process of understanding and adjusting to the needs of that study and understanding the character of the community being served. As a result, GSPC produces high quality studies that have never been challenged or overturned in court.
- **We Do the Work**-Some of our competitors will not collect manual data. Finding the data, collecting the data (wherever it is, including hard copies), and entering the data is always part of our engagement. We do not take shortcuts here because the data collection is not easy. GSPC's CEO is a former government employee and was Director of Contract Compliance for the City of Atlanta. As such, GSPC recognizes that each City employee already has a substantial job to do, which is one of the reasons that the disparity study was outsourced. GSPC has placed processes and personnel in place to do the work in gathering data and performing the work in a manner that is the least intrusive to the staff. This means that instead of just submitting a data request, GSPC will roll up its sleeves to gather the data where and how it is found and go through boxes of physical data, if necessary, to gather information.
- **We Are Innovators** – Every study is different, and every study has different communities with different needs and characteristics. Every study has different data that has to be addressed differently. Every study has a different outcome that needs different recommendations. We are a team of 6 Attorneys, 2 PhDs in Economics, a PhD in Public Policy Analysis, and a PhD in Anthropology. We are thinkers, innovators, and overcomers who take our studies one at a time, servicing our client and our communities because we have a passion for disparity research. We want the best for your community and will partner with you to get there, not just deliver a study that will collect dust.
- **Post Study Activities**- Because of Attorney Strong's expertise in factual predicate research and disadvantaged, minority and women business enterprise program development, GSPC is uniquely capable of hands-on development of any recommended program or modifications of existing programs, including making legislative recommendations, drafting legislation, creating the business model and structure, and running the program.

- **Secure data storage**-As a law firm, GSPC is bound to adhere to strict requirements of confidentiality which is equally applied to its consulting division. Data from our clients are deposited directly from the client into its cloud based box.com account maintained by GSPC. This account is password protected with encrypted storage and transfer, along with login and logout reports documenting access. Its security has SSAE 16 Type II standards, and it carries regularly updated third-party SOC1 and SOC2 certifications of its compliance.
- **Chain of evidence**-GSPC anticipates that litigation can occur because of the outcomes and resultant programs or program modifications. Therefore, as a law firm, GSPC maintains all data and documents as a chain of evidence. This means that all databases and documents are inventoried, and change logs are maintained to show any changes made to data files. This way there is direct evidence that allows any inquirer to “peel back the onion skin” to see all processes conducted on the data.
- **Focus on communications**-As part of its upfront planning process, GSPC will conduct a stakeholder analysis along with a communications plan. This plan will include outreach to community stakeholders; regular monthly disparity team conference calls (e.g. third Tuesday of every month at 11AM) followed by a monthly written status report with updated schedule. Most importantly, GSPC will provide the City with each deliverable upon completion rather than at the end of the study so that the report has been fully reviewed prior to delivery of the draft report. This assures against substantial rework, and buy-in to the databases and outcomes.
- **Timely Delivery** – GSPC conducts its studies under PMI project management processes which best assures the delivery of projects on time to the client. GSPC takes the delivery dates set by its clients very seriously and prides itself on on-time delivery.

In addition, we include some of the most experienced team members in the area of disparity research:

1. Members of our team have participated in more than 150 disparity studies over the last 25 years.
2. Our core team includes 6 JDs, 2 PhDs in Economics, a PhD in Public Policy Analysis, and a PhD in Anthropology.
3. Our Chief Researcher has been a successful expert witness in 6 cases involving minority business programs. In 2 cases, the testimony supported disparity studies upheld at the federal court level. One of those cases is the case that governs disparity studies in the Fourth Circuit.
4. Our legal analyst was recognized for four consecutive years as a Top-Rated Lawyer in Georgia, with over twenty years of experience.
5. Our Senior Economist and Chief Researcher are widely published in scholarly journals in the areas of disparity research and discrimination in employment, private sector contracting, lending and public contracting.
6. Our Senior Economist was recently named one of the top 40 Black Economists of the last 30 years.

## Tab 2: Qualifications of Key Personnel



## 2. Qualifications of Key Personnel

Please see below for the biographies of GSPC's key personnel who will be working on this engagement.

Rodney K. Strong, Esq., Chairman and CEO, Project Executive



**Experience:** Founder of Griffin & Strong, P.C., which was organized in 1992, incorporated in 1996; Licensed attorney in Georgia, with over 24 years of experience. Represents a range of public sector and corporate clients, specializing in public contracts, supplier diversity, real estate and community economic development issues. He has served as Project Principal or Project Manager on over 100 previous disparity studies, public policy consulting engagements, goalsetting, benchmarkings, and supplier diversity engagements. While serving as Director of the Office of Contract Compliance, he oversaw the first post-Croson disparity study for the City of Atlanta. Additionally, he developed the first post-Croson MFBE program. He testified before the U.S. Senate Committee on Small Business and Entrepreneurship on the topic of Business Start-up Hurdles in Underserved Communities: Access to Venture Capital and Entrepreneurship Training on September 11, 2008 (part of the Congressional Record).

**Education/Training:** B.A., Political Science, Morehouse College, (1977) and J.D., University of Memphis, Cecil C. Humphreys School of Law (1983).

Delmarie A. Griffin, Esq., President, Co-Project Executive



**Experience:** Ms. Griffin, the co-owner of Griffin & Strong, P.C., is an attorney with extensive experience in government procurement policies and practices, public contract law, and legal analysis. She recently completed a benchmarking project for Clayton County (GA), for whom we had previously developed and implemented a program. As an attorney, Ms. Griffin has represented clients in a wide range of cases involving Federal, State and Local issues. Ms. Griffin has developed an extensive skill set through the negotiation of major contracts and complex business transactions between diverse groups of private clients and government entities. She served as Senior Contract Administrator for the City of Atlanta Department of Procurement for almost 10 years, where supervised daily procurement activities of contracting offers. Ms. Griffin also previously served as Contract Compliance Hearing Officer for Fulton County, Georgia for ten years (1989-1999). Ms. Griffin has served as the qualitative research coordinator (legal review, purchasing practices review, anecdotal) on fifteen major or disparity studies, including St. Louis County (MO); City of Memphis (TN); Metropolitan Government of Nashville and Davidson County (TN) (including schools); City of Atlanta.

**Education/Training:** B.S., Business Administration and Political Science, Morris Brown College, (1979) and J.D., University of Georgia, (1983).

**Dr. Imani Strong-Tucker, Chief Operating Officer, Anecdotal Analysis Oversight**



**Experience:** Imani Strong is the Chief Operating Officer at Griffin & Strong, P.C. She has served previously as Deputy Project Manager and Qualitative Research Coordinator on six major disparity studies, and as a data analyst on two studies. Imani currently oversees operations for the firm, providing strategic guidance and support to GSPC's staff and managing the allocation of resources to ensure the team's efficiency. An expert in anthropology and qualitative research methodology, Dr Strong provides input on the qualitative evidence gathering process and stakeholder engagement, as well as the production of anecdotal analyses for the firm's studies.

**Education/Training:** B.A., summa cum laude, Anthropology, Mount Holyoke College, M.Sc., Anthropology, University of Oxford, and Ph.D., Anthropology, London School of Economics and Political Science.

**Other Qualifications:** While Mrs. Strong at the London School of Economics and Political Science, she has since taught anthropology at the undergraduate and postgraduate levels and has designed and taught a course on anthropological approaches to race and racism. Her Ph.D. research, *"Contracting change: An ethnographic study of affirmative action, entrepreneurship, and bureaucracy in Atlanta, Georgia"*, was funded by the Leverhulme Trust through the LSE's International Inequalities Institute. Her research was conducted through extensive fieldwork within the public contracting program at the City of Atlanta and with minority business owners in the Atlanta area.

**Michele Clark Jenkins, J.D., Senior Director and Project Manager, Consulting Division, Project Oversight**



**Experience:** 15 years of experience as head of the consulting division of Griffin & Strong, P.C., and has served as project manager for disparity studies, most recently, for State of NC, NCDOT, Cuyahoga County (OH), City of Greensboro, NC; Mecklenburg County (NC), Needs Assessment and Disparity Study for the Metropolitan Government of Nashville and Davidson County (TN); Louisville Water Company (KY); City of Memphis, TN (second generation study); Fulton County (GA), the City and County of Durham (NC); Montgomery County (MD); the State of Tennessee, and the City of Jackson (MS); served as the lead consultant on goal setting projects for the Georgia Department of Transportation and Hartsfield Jackson Atlanta International Airport. She currently serves as Project Oversight for disparity studies in progress for Guilford County (NC); City of Fayetteville and Fayetteville Public Works Commission (NC), and post-study consulting for Mecklenburg County (NC), City of Greensboro and Bexar County (TX). Ms. Jenkins has also lead consulting engagements for the State Farm

Arena Redevelopment Project (GA), Metro Nashville Government (TN), City of Memphis (TN), City of Charlotte (NC), and City of Greensboro (NC).

**Education/Training:** B.A., Anthropology, Princeton University (1976) and J.D. from New York Law School (1982); Project Management Certificate from Kennesaw State University; Negotiation Certificate from Harvard University. Ms. Jenkins is also certified in Contract Compliance Administration by Morgan State University.

**Austin Broussard, Project Manager**



**Experience:** Austin Broussard gained market-leading consulting experience at Bain & Company and Deloitte, where he helped craft c-suite level business strategies for Fortune 100 executives. After Bain, Austin aimed to deepen his economic impact in diverse communities and joined GSPC as a Deputy Project Manager in the public policy consulting division. His work with municipal governments across the U.S. promoted economic development and equity in public contracting. He later rejoined GSPC in

our Supplier Diversity practice area, with a focus on Utilities. He has served as Project Manager for the following Disparity Studies: City of Memphis, Memphis-Shelby County Schools, and Memphis Light, Gas, & Water (TN).

**Education/Training:** Dual B.A., Finance and Spanish, Morehouse College, M.B.A. Yale University

**Dr. Vincent Eagan, J.D., Chief Researcher**



**Experience:** Dr. Vincent Eagan has worked on over 120 disparity studies since 1993, including most recently studies for State of NC; NCDOT; Mecklenburg County (NC); Cuyahoga County (OH); City of Frederick (MD) and Charles County (MD), to name a few. He has also previously worked on studies for Port Authority of New York and New Jersey (2009); City of Jersey City (2007); Nassau County (NY-2003-2004); Newark Public Schools (2002), State of New Jersey (2003), and State of Texas, to name a few. He has served as an expert witness in several cases involving minority business programs, including the Nebraska Department of Roads and the North Carolina Department of Transportation.

**Education/Training:** B.A., Economics, Georgia State University (1977), Ph.D., Economics, Georgia State University (1986), and J.D., Harvard Law School (1991).

**Other Qualifications:** Served in an editorial capacity on several academic journals, Charter Fellow of the Southern Center for Public Policy Studies, specializing in minority business issues; presented on minority business and economic development issues at the Airport Minority Advisory Council, the American Contract Compliance Association, American Economic Association, the National Conference of Black Mayors, the U.S. Department of Transportation, Federal Civil Rights Conference, the Virginia Legislative Black Caucus, the National Association



of Minority Contractors, the North Carolina Institute for Minority Economic Development, and the National Association of African-American Studies. Has taught in the business department at Morehouse College in Atlanta, GA for more than 30 years.

**Dr. Gregory Price, Senior Economic, Private Sector Analysis**



**Experience:** Dr. Price has over 15 years of experience conducting economic analyses of discrimination and disparity in employment, private sector contracting, lending and public contracting. He has had numerous articles and reports published in journals such as the American Economic Review, Southern Economic Journal, Review of Economics and Statistics, Applied Economics, and the Quarterly Review of Economics and Finance. He was the senior economist for studies completed for Cuyahoga County (OH); NCDOT; State of NC; City of Greensboro (NC); St. Louis County (MO), City of Memphis (TN); Georgia Department of Transportation; City of Savannah (GA), City and County of Durham (NC), Montgomery County, (MD); State of Tennessee and City of Jackson, (MS). He is currently professor, Department of Economics & Finance, Urban Entrepreneurship & Policy Institute, University of New Orleans, (on leave from Morehouse College, where he's been since 2007, where he previously served as chair of the Economics department). He has also held these positions: Professor and Director of Mississippi Urban Research Center at Jackson State University, 2004-2006; Program Director at National Science Foundation-2000-2002; Associate Professor at North Carolina A&T, 1993-2000.

**Education/Training:** B.A., Economics, Morehouse College (1982), M.A., Economics, University of Wisconsin-Milwaukee (1984), Ph.D., Economics, University of Wisconsin-Milwaukee (1993).

**Marcus Garner, Anecdotal Analyst**



**Experience:** Mr. Garner is a multi-platform communications professional who has more than 20 years of experience in written and oral communications. He has written opinion pieces and special articles for industry publications, such as "Governing Magazine" and "U.S. Security Post" and analyzed and modified public policy documents for Griffin & Strong. He has also served as Director of Communications for Dekalb County Office of the District Attorney and Solicitor-General, where he managed day-to-day responses to local and national media requests and wrote articles as needed. He has served as a senior reporter for Atlanta's main local newspaper, where he managed a team of investigative journalists that produced government oversight stories, served as legal reporter and covered breaking news.

**David Maher, J.D., Partner, Legal Division, Griffin & Strong, P.C., Legal Analyst**



**Experience:** Atty. Maher is a litigation specialist with over 30 years of experience. He previously served as a Federal Law Clerk, in the Staff Attorney's Office of the United States Court of Appeals, Eleventh Circuit, where he conducted extensive legal research and drafted legal memoranda in a number of practice areas, including employment, civil rights and immigration. He has performed legal analysis on disparity studies for City of Frederick (MD); City of Chattanooga (TN); Cuyahoga County (OH); Bexar County (TX); Fulton County (GA); City of Greensboro (NC); City of Tacoma (WA); NCDOT; Metro Nashville Airport Authority; Metro Nashville Government, including drafting MWBE Program Policies and Procedures; Mecklenburg County (NC); State of North Carolina; Sound Transit (WA); Invest Atlanta; and performed legal analysis and policy review on studies that are currently in progress for Bexar County (TX) ; Charles County (MD); and previously for Port of Houston Authority (TX). He has also done consulting work on various MBE and SBE programs for City of Charlotte (NC); Dekalb County (GA); and Louisville Water Company (KY).

**Education/Training:** B.S.W., Criminal Justice , University of Wisconsin (1987) and J.D., with High Honors, Florida State University College of Law (1993).

**Other Qualifications:** Recognized as Georgia Top Rated Lawyer in Appellate Law and in Labor and Employment Law, 2013, 2014 and 2015; admitted to practice in U. S. Court of Appeals for the Eleventh and Seventh Circuits; and the U. S. District Court for the Northern District of Florida and the Northern District of Georgia.

#### Dr. Rose Nyaondo, Data Analyst



**Experience:** Dr. Rose Nyaondo is an experienced data analyst, with over five years of expertise in data quality analysis, root cause investigations, and remediations. She has experience in both public and private data spaces and is proficient in several data manipulation and programming tools including SQL, Excel, Power BI, Nvivo among others. She has a demonstrated ability to conduct statistical analysis and draw conclusions from analysis, while presenting to both technical and non-technical stakeholders. In addition, she possesses a strong knowledge of the political/legislative process and mapping political and policy decisions to agenda wide objectives. Dr. Rose Nyaondo is currently serving as the Data

Analyst for projects for the City of Aurora (CO); City of Toledo (OH); City of Milwaukee (WI); City of Gainesville (FL); Guilford County (NC); and Clayton County (GA); and previously for Cuyahoga County (OH), and Port of Houston (TX).

**Education/Training:** B.A., Education, Kenyatta University, M.A., International Relations, United States International University, and MSc. and Ph.D., Public Policy Analysis, University of Massachusetts.

#### Susan G. Johnson, Contract Administrator



**Experience:** Deputy project manager on more than 25 disparity studies, supplier diversity engagements and policy consulting engagements, including studies for Mecklenburg County (NC); Metropolitan Government of Nashville and Davidson County, TN; Fulton County, GA; and supplier diversity engagements for the World of Coca-Cola (Atlanta, GA), and The FedEx Forum (Memphis, TN). She is currently serving as contract administrator on disparity studies for Guilford County (NC); Charles County (MD); City of Birmingham (AL); City of Augusta (GA); and previously for supplier diversity engagements Mercedes-Benz Stadium and

Arena (both in Atlanta, GA, and as Deputy Project Manager for disparity studies conducted for Fulton County (GA) and Invest Atlanta (City of Atlanta, GA). She has significant experience in the area of public contracting, having served as a Contract Compliance Specialist with the City of Atlanta.

**Education/Training:** B.A., Political Science, Spelman College, M.Sc., Urban Government and Administration and M.Sc., Human Resource Management, Georgia State University.

**GSOC is pleased to include the following subconsultant as part of our team:**

Creative Research Solutions, Survey of Business Owners



**CREATIVE RESEARCH SOLUTIONS**

**Experience:** An award-winning, minority-owned research firm founded by Dr. Ajisafe Adajan and Dr. Osa Maiynne Adajan, located in Snellville, Georgia. Their core competencies include survey development, qualitative

data analysis, focus groups, and structured and unstructured interviews. They were recipients of the 2015 Business of the Year, Community Workforce Award: Dekalb County Chamber of Commerce, and 2014 Shining Star Award, National Association of Women-Owned Small Businesses. The business is also certified as a DBE by the Georgia Department of Transportation. Some of their clients include Annie E. Casey Foundation, United Nations Foundation, University System of Georgia, and Dekalb Chamber of Commerce (GA). They have conducted the survey of business owners on several studies that we have conducted/are in progress, including State of Connecticut; City of Cambridge (MA); City of Augusta (GA); City of Aurora (CO); City of Aurora (IL); City of Birmingham (AL); Charles County (MD); City of Frederick (MD); Bexar County (TX); Port of Houston Authority; State of North Carolina, North Carolina DOT; Cuyahoga County (OH); City of Chattanooga (TN); Sound Transit (WA); Louisville Water Company, (Availability Study); City of Greensboro (NC); Metropolitan Nashville and Davidson County, TN; City of Tacoma, WA; and Fulton County, GA.

**Resumes for GSPC's key personnel and Creative Research Solutions are located at the end of this section.**

## Rodney K. Strong- Project Executive

### Griffin & Strong, P.C.

235 Peachtree Street, N.E., Suite 400, Atlanta, Georgia 30303

404-584-9777 Telephone 404-584-9730 Facsimile [rodney@gspclaw.com](mailto:rodney@gspclaw.com) E-mail

**Summary** Founder, Chairman and CEO of Griffin & Strong, P.C., Attorney Strong represents a range of public sector and corporate clients, specializing in public contracts, supplier diversity, real estate and community economic development issues. He also possesses substantial experience in reviewing and negotiating business transactions with public entities. Attorney Strong is widely considered one of the foremost national experts in factual predicate research and minority and women business enterprise program development.

**Education** J.D., University of Memphis, Cecil C. Humphreys School of Law, May 1983  
B.A., Political Science, Morehouse College, May 1977

**Bar Admissions** State Bar of Georgia, November 1989  
The United States District Court for the Northern District of Georgia, November, 1997

**Career History** **Griffin & Strong, P.C.**, Attorneys-at-Law and Public Policy Consultants, *Atlanta, GA* *February 1992-current*  
**Chief Executive Officer**

- Project Executive on disparity studies; public policy consulting engagements; supplier diversity consulting engagements and goal-settings
- Testified before United States Senate Committee on Small Business & Entrepreneurship on the topic of “Business Start-up Hurdles in Underserved Communities: Access to Venture Capital and Entrepreneurship Training on September 11, 2008 (part of the Congressional Record)
- Drafted legislation for eight public entities

**City of Atlanta, Office of Contract Compliance, Atlanta, GA** *January 1985-February 1992*  
**Director**

- Developed and directed City of Atlanta’s Minority and Female Business Enterprise and Equal Employment Opportunity Programs
- Led the team which conducted public hearings and drafted the Atlanta Equal Business Opportunity Ordinance, which is considered the national M/WBE model for “Post-Crosby” goal-based M/WBE programs
- Supervised the administration and finalization of the Brimmer-Marshall Disparity Study

**City of Atlanta, Office of Contract Compliance, Atlanta, GA** *May 1984-January 1985*  
**Contract Compliance Administrator**

**Disparity Study Experience** **Project Executive on the following studies:**

- Shelby County (TN): February 2021-April 2022
- City of Milwaukee (WI): January 2021-Present
- City of Aurora (IL): December 2020-Present
- City of Toledo (OH): December 2020-Present
- City of Augusta (GA): August 2020-Present
- City of Birmingham (AL): July 2020-May 2022
- Charles County (MD): May 2020-December 2021
- City of Frederick (MD): February 2020-2021
- Bexar County (TX): December 2019-Present
- Port of Houston Authority (TX): August 2019-December 2020
- Mecklenburg County (NC): April 2019-October 2020
- State of North Carolina: February 2019-February 2021 (including colleges and universities)

- Cuyahoga County, Ohio: January 2019-June 2021
- Metropolitan Nashville Airport Authority: December 2018-June 2020
- North Carolina Department of Transportation: November 2018-December 2021
- Sound Transit Disparity Study (WA): November 2018-March 2020
- City of Chattanooga: October 2018-September 2019
- City of Tacoma, WA: August 2017 to September 2018
- Metropolitan Government of Nashville and Davidson County: July 2017-June 2020
- Fulton County, GA: June 2017-December 2019
- Invest Atlanta (City of Atlanta): June 2017-2019
- City of Greensboro, NC: February 2017 to April 2018
- St. Louis County, MO: June 2016 to December 2017
- City of Memphis, TN: May 2015 to August 2016
- City of Savannah: April 2015-2016
- Georgia Department of Transportation: March 2015-December 2016
- City and County of Durham: Separate studies, October 2013 to January 2015
- **Montgomery County, MD**: Full disparity study May 2013-June 2014
- **City of Jackson, MS**: -2007-2008; update 2010-2012
- **State of Tennessee**: September 2007-2009
- **City of Memphis, TN**: January 2008-July 2009
- **Metropolitan Nashville Airport Authority**: Full disparity study, including public hearings, private sector and but for analyses-January to August 2007
- **Durham County, NC**: October 2006 to August 2001
- **City of Atlanta, GA**: Full disparity study-July 2005-2007
- **Montgomery County, MD**: April 2004-2005
- **Metropolitan Government of Nashville and Davidson County, TN**: Full disparity study encompassing the six agencies of Metro Government, October 2003 to February 2005
- **City of Columbus, OH**: Full disparity study, October 2002-August 2003
- **Commonwealth of Kentucky**: Statewide study: September 1999 to January 2001
- **City of Cincinnati, OH**: Performed a series of projects, including a full disparity study that was completed in 2002-1998-2002
- **City of Jackson, MS**: Conducted separate study simultaneously with Jackson Municipal Airport and Jackson Public School District-1998-1999
- **Jackson (MS) Municipal Airport**: Study conducted simultaneously with City of Jackson and Jackson Public School District-1998 to 1999
- **Jackson (MS) Public School District**: Study conducted simultaneously with City of Jackson and Jackson Municipal Airport-1998-1999
- **Atlanta (GA) Public Schools**: Full disparity study, 1997
- **New Orleans (LA) Aviation Board**: study conducted during a period when the Board was in litigation- 1996-1997
- **City of St. Louis, MO**: Full disparity study, including review of the D/M/WBE program at Lambert St. Louis International Airport. 1994-1995

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**Program  
Legislation**

**Drafted legislation for the following entities:**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Clayton County, Georgia</li> <li>• State of Tennessee</li> <li>• Metro Gov't of Nashville and Davidson County</li> <li>• Durham County, North Carolina</li> <li>• City of Atlanta, Georgia</li> <li>• Commonwealth of Kentucky</li> </ul> | <ul style="list-style-type: none"> <li>• City of Jackson, MS</li> <li>• City of Cincinnati</li> <li>• Atlanta Public Schools</li> <li>• City of Tucson and Pima County, AZ</li> <li>• Clark County, NV</li> <li>• City of Phoenix, AZ</li> </ul> |
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**Expert Witness**

- Cleveland Construction, Inc. v. City of Cincinnati, et. al., Case Number A0402638, Common Pleas Court, Hamilton County, Ohio. 2005
- Pryor Tire v. The Atlanta Public Schools (Northern District of Georgia) 1998

**Delmarie A. Griffin, Esq.**  
**Griffin & Strong, P.C.**  
 235 Peachtree Street, N.E., Suite 400  
 Atlanta, Georgia 30303

**Summary** Attorney Griffin is President and 50% Shareholder of Griffin & Strong, P.C. As an attorney, she has extensive experience in public contract law and has represented clients in a wide range of cases involving Federal, State and Local issues. Attorney Griffin also served for ten years as the Contract Compliance Hearing Officer for Fulton County, Georgia. Ms. Griffin has developed an extensive skill set through the negotiation of major contracts and complex business transactions between diverse groups of private clients and governmental entities. Ms. Griffin currently serves as Senior Contract Administrator for the City of Atlanta Department of Procurement. She provides policy review for Griffin & Strong, P.C.'s disparity studies.

**Education** J.D., University of Georgia, Athens, GA 1983  
 B.S. Business Administration and Political Science, Morris Brown College, Atlanta, Georgia 1979

**Career History**

**Griffin & Strong, P.C.**, Attorneys-at-Law and Public Policy Consultants, February 2021-Present  
 Atlanta, GA

**Shareholder/President/Managing Partner**

March 1996-October 2010

- 50% owner of firm; financial officer
- Qualitative Research Coordinator on twelve disparity studies for state, county and municipal governments all over the United States
- Counsels a variety of public and private clients on issues related to incorporation of minority and female business enterprises into the marketplace
- Counsels numerous clients on process and procedures to most efficiently structure their businesses and to proactively avoid legal problems

**City of Atlanta (Georgia)** Department of Procurement, Atlanta, GA

**Interim Director, Procurement Resourcing** May 2020 - February 2021 August 2011-Feb. 2021

**Compliance Director** October 2017 - May 2020

**Senior Procurement Officer/Project Manager** August 2011 - May 2020

Oversaw the consolidation of citywide procurement functions under the centralized authority of the City of Atlanta's Chief Procurement Officer. As project manager, coordinated the activities of a multifunctional team of stakeholders in preparation of consolidation legislation and establishment of a Consolidation Advisory Team to ensure stakeholder concerns were heard. Created a citywide small purchase team and redesign of the procurement department to accommodate the newly established team and redesigned procurement employee career paths to ensure professional progression opportunities and oversight of the transfer of employees performing procurement-related functions from operating departments.

Developed strategy, in coordination with the information technology organization, for a phased approach to consolidation beginning with the use

of the version of Oracle software currently in use, and then phasing in longer term changes in coordination with the anticipated Oracle upgrade. Developed training plans, courses and other resources for procurement professionals.

<b>City of Atlanta (Georgia), Office of the City Solicitor</b>	<i>October 2010-August 2011</i>
<b><i>Solicitor Assistant Attorney Senior</i></b>	
<ul style="list-style-type: none"> <li>• Prosecuted cases on behalf of the City of Atlanta</li> </ul>	
<b>Fulton County Department of Contract Compliance and Equal Employment Opportunity, Atlanta, GA</b>	<i>October 1989- October 1999</i>
<b><i>Hearing Officer</i></b>	
<ul style="list-style-type: none"> <li>• Decided issues related to certification of minority and female business enterprises after presentation of evidence on both sides of a claim</li> </ul>	
<b>Hughes Georgia, Inc., a subsidiary of Hughes Aircraft Co., LaGrange, GA</b>	<i>April 1986- February 1996</i>
<b><i>In-house Counsel and Senior Manager for Contracts and Estimates</i></b>	
<ul style="list-style-type: none"> <li>• Legal counsel for a range of complex federal contracting issues, including cost price analysis audits and defective pricing claims</li> <li>• Managed the Department of Defense Disadvantaged Business Enterprise Program for Hughes Georgia</li> </ul> <p>Developed in-depth knowledge of Federal acquisition regulations</p>	

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**Disparity Study Experience**

**Policy review on the following studies:**

**Study Dates**

<ul style="list-style-type: none"> <li>• <b>St. Louis County, MO:</b> Full disparity study of county procurements, including informational meetings, legal analysis, public hearings, focus groups, anecdotal evidence, purchasing practices review, relevant market, availability, utilization, findings and recommendations.</li> </ul>	<b>June, 2016 to December 2017</b>
<ul style="list-style-type: none"> <li>• <b>City of Memphis, TN:</b> Assist with the process of extending the existing EBO program under the current ordinance, including conducting a public hearing, reviewing and analyzing MWBE goal attainment for 2010-2014 and drafting extension legislation; conducting an updated disparity study, including legal analysis, purchasing practices analysis, relevant market, disparity indices, anecdotal evidence, including public hearing, focus groups, regression analysis, private sector analysis, findings and recommendations.</li> </ul>	<b>May, 2015 to August, 2016</b>
<ul style="list-style-type: none"> <li>• <b>City of Savannah:</b> Full disparity study, including legal analysis, purchasing practices, public hearing, focus group, anecdotal, relevant market, private sector, regression analysis, findings and recommendations.</li> </ul>	<b>April, 2015 to April, 2016</b>

- **Georgia Department of Transportation:** Full disparity study of federal and state funded contracts, including public hearings, focus groups, disparity analysis, relevant market, private sector, purchasing practices, findings and recommendations. March, 2015 to  
December  
2016
- **City and County of Durham, NC:** Full separate disparity studies for the City of Durham and Durham County, including legal analysis, purchasing practices and procedures analysis, relevant market, availability and utilization analyses, disparity analysis, regression analysis, telephone and mail surveys, private sector analysis. October, 2013  
to January,  
2015
- **Montgomery County, MD:** Full disparity study, including legal analysis, purchasing practices and procedures analysis, relevant market, availability and utilization analyses, disparity analysis, regression analysis, telephone and mail surveys, private sector analysis. May, 2013 to  
June, 2014

**Qualitative Research Coordinator on the following studies:**

- **City of Memphis, TN:** Full disparity study, including legal analysis, purchasing practices and procedures analysis, relevant market, availability and utilization analyses, disparity analysis, regression analysis, telephone and mail surveys, private sector analysis, best practices, efficacy of race-neutral remedies, recommendations, and legislation. January, 2008  
to July, 2009
- **State of Tennessee:** Comprehensive disparity study encompassing all state agencies, including legal analysis, purchasing practices and procedures analysis, relevant market, availability, utilization, disparity analysis, telephone and mail surveys, anecdotal evidence interviews, recommendations. September,  
2007 to Present
- **City of Jackson, MS:** Full disparity study, including drafting legislation, revising the program and preparing training materials for staff. June, 2007 to  
September,  
2007
- **Metropolitan Nashville Airport Authority:** Full disparity study, including public hearings, private sector and but for analyses. January, 2007  
to August, 2007
- **Durham County, NC:** Full disparity study, including purchasing practices review, anecdotal evidence, recommendations and drafting legislation. October, 2006  
to August, 2007
- **City of Atlanta, GA:** Full disparity study, including legal analysis, relevant market analysis, availability and utilization analysis, purchasing practices review, anecdotal evidence review, best practices review, regression analysis, program development and recommendations, drafting legislation, analysis and recommendations of data tracking systems, and staff training. July, 2005 to  
July, 2007
- **Montgomery County, MD:** Full disparity study, including relevant market, purchasing practices review, anecdotal evidence, availability, utilization, recommendations. April, 2004 to  
April, 2005
- **Metropolitan Government of Nashville and Davidson County, TN:** Full disparity study encompassing the six agencies of Metro Government, including relevant market, availability, utilization, regression analysis, legal analysis, recommendations, legislation. October, 2003 to  
February,  
2005



- **City of Columbus, OH:** Full disparity study, including relevant market, availability, utilization, regression analysis, anecdotal evidence, legal analysis, recommendations. October, 2002 to August, 2003
- **Commonwealth of Kentucky:** Full statewide disparity study including all cabinets and agencies; developed an extensive legal analysis, conducted public hearings, anecdotal interviews, and purchasing policies and practices research. September, 1999 to January, 2001
- **City of Cincinnati, OH:** Performed a series of projects, including a full disparity study that was completed in 2002. 1998 to 2002
- **City of Jackson, MS:** Conducted separate study simultaneously with Jackson Municipal Airport and Jackson Public School District, including legal analysis, quantitative and qualitative analyses, findings and recommendations. 1998 to 1999
- **Jackson (MS) Municipal Airport:** Study conducted simultaneously with City of Jackson and Jackson Public School District, including legal analysis, quantitative and qualitative analyses, findings and recommendations. 1998 to 1999
- **Jackson (MS) Public School District:** Study conducted simultaneously with City of Jackson and Jackson Municipal Airport, including legal analysis, quantitative and qualitative analyses, findings and recommendations. 1998 to 1999
- **Atlanta (GA) Public Schools:** Full disparity study including legal analysis, quantitative and qualitative analyses, purchasing practices review, findings and recommendations. 1997

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**DBE Goal-setting** **Co-Principal on the following engagement**

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- Georgia Department of Transportation: Provided consulting services that include developing goal-setting methodology and making recommendations to Transportation Board on annual DBE goal; analyzing data to determine if race-conscious or race-neutral goal was needed; assisted GDOT by providing written narrative to be provided Federal Highway Administration in support of the goal; determining DBE availability and utilization; evaluating the impact of de-certifications on DBE capacity; developing monitoring procedures. May, 2008 to September, 2013

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**Supplier Diversity** **Consultant on the following engagements**

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- **The New World of Coca-Cola:** Developed and implemented successful minority and female business participation program for construction of the New World of Coca-Cola; developed and managed the process for procurement, evaluation and execution of contracts for minority and female business enterprises. **Received the Partners in the Promise Award presented by The Coca-Cola Company Chief Executive Officer, May 2, 2007** 2005-2007
- **FedEx Forum, Memphis, TN:** Developed and monitored program for participation of minority and female-owned businesses on the construction of the FedEx Forum sports facility, the home of the Memphis Grizzlies of the National Basketball Association. 2001-2004
- **State of Georgia Department of Administrative Services:** Conducted minority business utilization study 2002-2003

**Imani G. Strong-Tucker**
**Griffin & Strong, P.C.**

235 Peachtree Street, N.E., Suite 400

Atlanta, Georgia 30303

<b>Summary</b>	<p><b>Currently Chief Operating Officer for Griffin &amp; Strong, P.C., Ms. Strong-Tucker previously served as Operations Manager, Anecdotal Analyst, Deputy Project Manager and Marketing Manager for the firm. She has also served as a Legal Assistant, Data Analyst, and Anecdotal Evidence Researcher for several disparity studies conducted by Griffin &amp; Strong. Ms. Strong is a candidate for a PHD in Anthropology at the London School of Economics. Her research is sponsored by the Leverhulme Trust and LSE's International Inequalities Institute and focuses on affirmative action in contracting and African American entrepreneurship.</b></p>	
<b>Education</b>	<p>PhD in Anthropology (Candidate), International Inequalities Institute, Leverhulme Trust Scholar, London School of Economics, London, UK (defended dissertation, pending graduation 2021) <span style="float: right;">2017-2022</span></p> <p>MRes in Anthropology, London School of Economics <span style="float: right;">2017</span></p> <p>MSc. Social Anthropology, University of Oxford, Hertford College, Oxford, UK <span style="float: right;">2013</span></p> <p>B.A. Anthropology, Mount Holyoke College, South Hadley, Massachusetts, <i>summa cum laude</i>, Phi Beta Kappa <span style="float: right;">2012</span></p> <p>London School of Economics and Political Science, London, UK General Course, Anthropology <span style="float: right;">2010-2011</span></p>	

**Career History**
**Griffin & Strong, P.C.,** Attorneys-at-Law and Public Policy Consultants, *Atlanta, GA*
**Chief Operating Officer.**  
**September 2020-Present**

- Performs research and provides anecdotal evidence analysis for disparity studies and public policy consulting projects
- Revised and improved process for anecdotal evidence collection and purchasing practices review and analysis
- Formerly served as Deputy Project Manager on disparity studies, including coordinating anecdotal evidence analysis and purchasing practices reviews
- Served as liaison between the firm and technology consultant
- **Created and managed firm's web presence, including all social media platforms, and integrated them into the official study process for community outreach**
- Developed collaborative relationships with subcontractors, field experts, and data analysts while managing the study process and ensuring the timeliness of deliverables

**Operations Manager**  
*June 2018-September 2020*

- Provided strategic recommendations on resource allocation to the firm's executives
  - Oversaw internal HR management, on-boarding, and performance reviews
- Assisted with marketing and client management efforts
- Produced/managed production of financial, HR, marketing, and operational reports

***Qualitative Research Consultant/Analyst***

- Developed qualitative methodology for economic disparity studies commissioned by state and local governments across the United States and consult on stakeholder engagement
- Crafted a narrative analysis that reflects the socioeconomic landscape for business owners in each marketplace, with a particular lens toward potential barriers for small, minority, and women-owned businesses
- Collaborated with a team of experts in economics, statistics, and law to develop recommendations for policy and programmatic change
- Coached and trained GSPC's local partners in methodology for qualitative data collection and monitored the production and assembly of research material over the life of the study.

*July 2016-  
January 2020*

***Deputy Project Manager***

- Managed a team of expert government consultants, economists, statisticians, and local subcontractors to produce 6 major disparity studies on time and within budget
- Trained subcontractors in GSPC's methodology for data collection and analysis
- Liaised with public officials and stakeholders, and facilitated community outreach efforts in each locality
- Conducted purchasing practices interviews with government employees and advised on best practices in purchasing and compliance
- Oversaw the collection of anecdotal evidence and drafted detailed analyses of the socioeconomic landscape for business owners in each jurisdiction.

*2013-2016*

***Legal Assistant/Data Analyst***

- Analyzed research data on MWBE utilization for three major state and local projects
- Editor for several legal documents and State of Tennessee Disparity Study
- Constructed written analyses of qualitative data collected for the State of Tennessee Project

*2007-2009*

***Dewey LeBouf, LLP***

*Summer 2011*

***Paralegal Intern***

- Assisted with real estate closings
- Document intake on a major pro bono case
- Proofreading and fact-checking for insurance arbitration
- Research for the formation of a Women's Initiatives Mentoring Program

***Office of the Fulton County District Attorney, Atlanta, GA***

*Summer 2010*

***Legal Intern***

- Drafted motions, direct examinations, and legal memoranda for prosecutors; prepared victims and witnesses for court; worked closely with Crimes Against Women and Children (CAWAC) division
- Developed a Brief Bank for use by Fulton County attorneys, collected and organized documents
- Conducted research on legal address of the issue of domestic violence in Fulton County under the supervision of a major case attorney



**Michele Clark Jenkins, J.D.- Project Manager**

**Griffin & Strong, P.C.**

235 Peachtree Street, N.E., Suite 400  
 Atlanta, Georgia 30303

**Summary** Senior Consultant for Griffin & Strong, P.C., Ms. Jenkins has been the Project Manager for fifteen (15) years on GSPC disparity studies, consulting engagements and goal-setting assignments. Her background is in contracts, litigation support, business development intellectual property and the entertainment industry. She operated her own business for over 16 years, and formerly handled all licensing, planning and litigation matters for the Estate of Dr. Martin Luther King, Jr. Ms. Jenkins is also a published author and editor.

**Education** Certificate in Negotiation Science, Harvard University 1984  
 J.D., New York Law School, New York, New York 1982  
 B.A. Anthropology, Princeton University, Princeton, New Jersey 1976  
 Minor, African American Studies

**Career History** **Griffin & Strong, P.C.**, Attorneys-at-Law and Public Policy Consultants, *Atlanta, GA* **May 2008-current**  
**Senior Consultant**

- Project Manager or Deputy Project Manager on fourteen disparity studies for state, county and municipal governments all over the United States
- Project Manager for more than twenty total engagements
- Provides legal services for clients in the area of contract negotiation
- Has Developed DBE goals for Georgia Department of Transportation and Hartsfield-Jackson Atlanta International Airport

**Black Family Channel, LLC, Atlanta, GA** **2005- 2007**  
*Vice President/ Programming and Legal*

**Clark Jenkins Communications, Kennesaw, GA** **1992-Present**  
**Consultant**-Business & Management Development  
 Strategic Planning  
 Contract Negotiations and Programming  
 Handled all licensing, planning and litigation matters for the Estate of Dr. Martin Luther King, Jr.

**United Image Entertainment, Los Angeles, CA** **1990-1992**  
 President/COO

- Responsible for all day-to-day activities of this start-up motion picture and television production company

**Home Box Office, Inc., New York, NY** **1980-1990**  
 Director of Business Affairs, Programming

- Directed business activities for programming, including negotiating production and acquisition agreements for sports, original programming, union agreements

**Disparity Study Experience** **Project Manager, Senior Consultant or Deputy Project Manager on the following studies:**

- Shelby County (TN): February 2021-April 2022
- City of Milwaukee (WI): January 2021-Present
- City of Aurora (IL): December 2020-Present
- City of Toledo (OH): December 2020-Present
- City of Augusta (GA): August 2020-Present
- City of Birmingham (AL): July 2020-May 2022
- Charles County (MD): May 2020-December 2021
- City of Frederick (MD): February 2020-2021
- Bexar County (TX): December 2019-Present
- Port of Houston Authority (TX): August 2019-December 2020
- Mecklenburg County (NC): April 2019-October 2020
- State of North Carolina: February 2019-February 2021
- Cuyahoga County, Ohio: January 2019 to June 2021
- Metropolitan Nashville Airport Authority: December 2018-June 2020
- North Carolina Department of Transportation: November 2018-December 2021
- Sound Transit Disparity Study (WA): November 2018-March 2020
- City of Chattanooga: October 2018-September 2019
- City of Tacoma: August 2017 to September 2018
- Metropolitan Government of Nashville and Davidson County: Disparity Study and Minority Enterprise Growth and Needs Study-July 2017-June 2020
- City of Tacoma, WA: August 2017 to September 2018
- Invest Atlanta: June 2017-2019
- Fulton County, GA: June 2017-December 2019

- City of Greensboro (NC): February 2017-April 2018
- St. Louis County, MO: June 2016 to December 2017
- City of Memphis, TN: May 2015-August 2016
- City of Savannah: April 2015-2016
- Georgia Department of Transportation: March 2015-Dec. 2016
- Cuyahoga County, Ohio: January 2014-2015
- City and County of Durham, NC: October 2013-January 2015
- Montgomery County, MD: May 2013-June 2014
- City of Jackson (MS): Update to previous study-2010-2012
- City of Memphis (TN): January 2008-2009
- State of Tennessee: September 2007-2009
- City of Jackson, MS: June 2007-June 2008

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**Other Consulting Projects**

**Senior Consultant on the following engagements**

- **Metropolitan Government of Nashville and Davidson County, TN:** Statistical benchmark analysis and revision services-Sep.2013-2017
- **City of Atlanta:** DBE goal-setting for Federal Highway projects-April 2013
- **Clayton County, Georgia:** Review of disparity study, drafting recommendations, training of new Contract Compliance personnel on goal-setting-June 2012-2013
- **Fulton County Gender Equality Program:** Availability Analysis-October 2012-January 2013
- **Hartsfield-Atlanta International Airport:** DBE goalsetting February-June 2012 and 2008
- **Georgia Department of Transportation:** Developed goal-setting methodology and made recommendations to Transportation Board on annual DBE goal-May 2008-September 2013

<b>Gregory N. Price, Ph.D.-Senior Economist</b>		
<b>University of New Orleans Urban Entrepreneurship &amp; Policy Institute</b>		
Kirschman Hall, 2000 Lakeshore Drive New Orleans, LA 70148		
404-653-7870 Telephone <a href="mailto:gnprice@uno.edu">gnprice@uno.edu</a> E-mail		
<b>Summary</b>	Professor, Morehouse College Department of Economics, serves as Senior Economist for Griffin & Strong, P.C. on Disparity Studies. His Research/Teaching interests include Applied Econometrics/Theory; Economic Anthropometry; Labor; African Economic Growth/Development; Slavery, Race, and the Intergenerational Transmission of Disadvantage. He has published articles in Applied Economics and other journals including the Journal of Public Transportation, the Transportation Research Record, and African Development Review.	
<b>Education</b>	Ph.D., Economics, University of Wisconsin-Milwaukee	May 1993
	M.A., Economics, University of Wisconsin-Milwaukee	May 1984
	B.A., Economics, Morehouse College	May 1982
<b>Career History</b>	<b>Griffin &amp; Strong, P.C.</b> , Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i>	November 2009-current
	<p><b>Senior Economist</b></p> <ul style="list-style-type: none"> <li>• Provides oversight of quantitative analysis</li> <li>• Assists with the development of quantitative analysis methodology</li> </ul>	
	<b>University of New Orleans, Professor, Department of Economics &amp; Finance; Urban Entrepreneurship &amp; Policy Institute, New Orleans, LA</b>	July 2019-present
	<b>Morehouse College, Department of Economics, Atlanta, GA, Professor</b>	January 2016 to June 2019
	<b>Langston University, Professor of Economics and Interim Dean, School of Business (on leave from Morehouse), Langston, OK</b>	December 2013-December 2015
	<b>Morehouse College, Charles E. Merrill Professor and Chair, Department of Economics</b>	August 2007-December 2013
	<b>Jackson State University, Jackson, MS</b>	July 2004-September 2006
	<p><b>Professor of Economics, College of Business</b>  <b>Director, Mississippi Urban Research Center</b></p> <ul style="list-style-type: none"> <li>• Research proposal development</li> <li>• Advocate and spokesman for MURC/JSU</li> </ul>	
	<p><b>Editor, Urban Researcher and MURC Digest</b></p> <ul style="list-style-type: none"> <li>• Identified key research issues relevant to urban political jurisdictions and disseminated them through the journals</li> </ul>	
	<b>Michigan State University, Department of Economics</b>	Spring, 2004
	<b>Visiting Professor, Duke University, Durham, NC</b>	Summer, 2004
	<b>Visiting Associate Professor, Department of Economics</b>	
	<b>Visiting Associate Professor North Carolina A&amp;T State University, Greensboro, NC</b>	September, 2002-May, 2004
	<b>Associate Professor, Department of Economics</b>	

Gregory N. Price, Ph.D.

	<p><b>National Science Foundation, <i>Program Director, Economics Program, Division of Social and Economic Sciences</i></b> <span style="float: right;"><i>July, 2000-August, 2002</i></span>  <b><i>Visiting Scientist, Economics Program, Division of Social and Economic Sciences</i></b></p> <ul style="list-style-type: none"> <li>Conducted basic research in social science</li> </ul> <p><b>North Carolina A&amp;T State University, Greensboro, NC</b> <span style="float: right;"><i>September 1993-May 2000</i></span></p> <p><b><i>Associate Professor, Department of Economics-September 1998 to May, 2000</i></b>  <b><i>Assistant Professor, Department of Economics-September 1993 to May 1998</i></b></p> <p>University of Wisconsin-Milwaukee <span style="float: right;"><i>September, 1989-May, 1991</i></span></p> <p><b><i>Lecturer, Department of Africology</i></b></p> <p>Federal Reserve Bank of Chicago-Associate Economist <span style="float: right;"><i>Summer, 1990</i></span></p>
<p><b>Disparity Study Experience</b></p>	<p><b>Senior Economist on the following studies (including dates):</b></p>
	<ul style="list-style-type: none"> <li>Shelby County (TN): February 2021-April 2022</li> <li>City of Milwaukee (WI): January 2021-Present</li> <li>City of Aurora (IL): December 2020-Present</li> <li>City of Toledo (OH): December 2020-Present</li> <li>City of Augusta (GA): August 2020-Present</li> <li>City of Birmingham (AL): July 2020-May 2022</li> <li>Charles County (MD): May 2020-December 2021</li> <li>City of Frederick (MD): February 2020-Present</li> <li>Bexar County (TX): December 2019-Present</li> <li>Port of Houston Authority (TX): August 2019-December 2020</li> <li>Mecklenburg County (NC): April 2019-Present</li> <li>State of North Carolina: February 2019-February 2021</li> <li>Cuyahoga County, Ohio: January 2019-December 2020</li> <li>Metropolitan Nashville Airport Authority: December 2018-June 2020</li> <li>North Carolina DOT: November 2018-December 2021</li> <li>Sound Transit Disparity Study (WA): November 2018-March 2020</li> <li>City of Chattanooga: October 2018-September 2019</li> <li>City of Tacoma, WA: August 2017-September 2018</li> <li>Metropolitan Government of Nashville and Davidson County (TN): Disparity Study and Minority Enterprise Growth and Needs Study and Post-study consulting: June 2017-June 2020</li> <li>City of Greensboro, NC: February 2017 to April 2018</li> <li>St. Louis County, MO: June 2016 to December 2017</li> <li>City of Memphis, TN: Disparity Study-May 2015-August 2016</li> <li>City of Savannah: April 2015 to April 2016</li> <li>Georgia Department of Transportation: -March 2015 to December 2016.</li> <li>Cuyahoga County, Ohio: January 2014 to 2015.</li> </ul>

**Austin Broussard**  
**Project Manager**  
**Griffin & Strong, P.C.**

235 Peachtree Street, N.E., Suite 400  
 Atlanta, Georgia 30303

<b>Summary</b>	<p><b>Austin Broussard</b> is a <b>Project Manager</b> with Griffin &amp; Strong, P.C. After graduating Phi Beta Kappa from Morehouse College, Mr. Broussard gained market-leading consulting experience at Bain &amp; Company and Deloitte, where he helped craft c-suite level business strategies for Fortune 100 executives. Aiming to deepen his economic impact in diverse communities, Mr. Broussard joined GSPC as a Deputy Project Manager in the public policy consulting division. His work with municipal governments across the U.S. promoted economic development and equity in public contracting. He later rejoined Griffin &amp; Strong, P.C. in our Supplier Diversity practice area, with a focus on Utilities.</p>	
<b>Education</b>	MBA, Yale School of Management, New Haven, CT	2022
	Dual B.A., Finance Spanish, Morehouse College, Atlanta, GA	2014
<b>Career History</b>	<p><b>Griffin &amp; Strong, P.C.</b>, Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i>  <b>Project Manager</b></p> <ul style="list-style-type: none"> <li>Manages initiatives to diversify supplier base for 3 Illinois utilities firms with combined budgets of \$2B+</li> <li>Helps re-design anecdotal engagement processes to drive higher click-through rates using direct response marketing tools</li> </ul> <p><b>Griffin &amp; Strong, P.C.</b>, Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i>  <b>Deputy Project Manager</b></p> <ul style="list-style-type: none"> <li>Managed national cohort of 30+ Chief Procurement and DEI staff from 10 U.S. cities, using \$500K Citi Foundation Grant</li> <li>Managed Mecklenburg County Disparity Study</li> </ul> <p><b>T. RHO Investments</b>, <i>Atlanta, GA</i>  <b>Managing Principal</b></p> <ul style="list-style-type: none"> <li>Hired and directed teams of up to 15 prime and sub-contractors for \$600k in renovations on single and multifamily projects</li> <li>Advised clients in underwriting, acquiring, renovating, and selling or re-financing real estate projects, yielding \$2.1M+ equity gains, minimum fix and flip gross margins of 30% and cap rate returns of 12-20%+</li> </ul> <p><b>Bain &amp; Company</b>, <i>Boston, MA</i>  <b>Associate Consultant</b></p> <ul style="list-style-type: none"> <li>Engaged \$8B multi-brand retail grocer, redesigning organizational structure for two brands to implement new pricing system</li> <li>Led benchmark analysis for \$15B CPG firm SG&amp;A optimization and N. American go-to-market strategy redesign and enabled spend rationalization across 8 product categories for \$6-10M impact</li> </ul>	
		2022-Present
		2019-2020
		2016-Present
		2014-2016



Disparity Study/Public Sector Experience	Deputy Project Manager	Study Dates
	<ul style="list-style-type: none"> <li>• Mecklenburg County, NC: Disparity Study</li> </ul>	April 2019-October 2020
Disparity Study/Public Sector Experience	Project Manager	Study Dates
	<ul style="list-style-type: none"> <li>• Living Cities City Accelerator Cohort II               <ul style="list-style-type: none"> <li>○ 10 Cities                   <ul style="list-style-type: none"> <li>▪ Boston</li> <li>▪ Cleveland</li> <li>▪ El Paso</li> <li>▪ Houston</li> <li>▪ Kansas City</li> <li>▪ Minneapolis</li> <li>▪ Nashville</li> <li>▪ Philadelphia</li> <li>▪ Pittsburgh</li> <li>▪ South Bend</li> </ul> </li> </ul> </li> <li>• Utilities Market Development Initiative               <ul style="list-style-type: none"> <li>○ Commonwealth Edison (ComEd)</li> <li>○ Nicor Gas</li> <li>○ Peoples Gas/North Shore Gas</li> </ul> </li> <li>• City of Memphis, Tennessee: Disparity Study</li> <li>• Memphis Light Gas and Water</li> <li>• Memphis-Shelby County Schools</li> </ul>	<p>2019-2020</p> <p>2022-2023</p> <p>July 2022-Present</p> <p>2022-Present</p> <p>2022-Present</p>



**J. Vincent Eagan, Ph.D.-Principal Researcher**  
**Griffin & Strong, P.C.**

235 Peachtree Street, N.E., Suite 400, Atlanta, Georgia 30303

404-222-2560 Telephone [vince@gspclaw.com](mailto:vince@gspclaw.com) E-mail

**Summary** Associate Professor, Morehouse College Department of Business Administration, serves as Technical Advisor for Griffin & Strong, P.C. on Disparity Studies. He is an expert in the law and economics of small and minority business. He has been a successful expert witness in six cases involving minority business programs. In two instances, Dr. Eagan's expert witness testimony supported disparity studies upheld at the federal circuit court level, in particular, *Rowe v. Tippett*, which governs disparity studies in the Fourth Circuit. He previously served as an external consultant to the U. S. Minority Business Development Agency. He has published more than 100 articles, monographs and conference papers on a wide range of topics, with a particular focus on government policy towards small and minority business and public procurement.

**Education** J.D., Harvard Law School 1991  
 Ph.D., Economics, Georgia State University 1986  
 B.A., Economics, Georgia State University 1977

**Career History**

**Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, Atlanta, GA** September 2016-current

**Senior Consultant: Technical Advisor/Principal Researcher**

- Provides advice and analysis of Policies and Procedures
- Assists with development of recommendations
- Expert Witness assistance

**MGT of America, Inc., Tallahassee, FL** 2000-2016

**Consultant: Research for State and Local Government**

- Policies and Procedures Team Leader for Disparity Studies conducted by MGT
- Principal Investigator on several disparity studies
- Expert Witness in cases involving minority business programs
- Review of case law and procurement practices and procedures

**Morehouse College, Department of Business Administration, Atlanta, GA** 1993-current

**Associate Professor, Accounting/Business Law Undergraduate Courses**

**Dorsey & Whitney Minneapolis, MN** 1991-1993

**Associate, Tax Department**

- Broad experience in employee benefits, compensation and tax planning for corporate reorganizations.

**Howard University, Washington, DC** 1986-1988

**Assistant Professor, Graduate Faculty**  
 Public Finance  
 Economics 1 (MBA Program)

**Morehouse College, Atlanta, GA** 1981-1986



***Assistant Professor, Department of Business and Economics***

**Selected Disparity  
Study Experience**

**Study Dates**

**Technical Advisor/Principal Investigator on the following:**

<ul style="list-style-type: none"> <li>• Shelby County (TN): February 2021-April 2022</li> <li>• City of Milwaukee (WI): January 2021-Present</li> <li>• City of Aurora (IL): December 2020-Present</li> <li>• City of Toledo (OH): December 2020-Present</li> <li>• City of Augusta (GA): August 2020-Present</li> <li>• City of Birmingham (AL): July 2020-May 2022</li> <li>• Charles County (MD): May 2020-December 2021</li> <li>• City of Frederick (MD): February 2020-2021</li> <li>• Bexar County (TX): December 2019-July 2021</li> <li>• Port of Houston Authority (TX): August 2019-December 2020</li> <li>• Mecklenburg County (NC): April 2019-October 2020</li> <li>• State of North Carolina: February 2019-February 2021</li> <li>• Cuyahoga County, Ohio: January 2019 to June 2021</li> </ul>	<b>2019-Present</b>
<ul style="list-style-type: none"> <li>• Metropolitan Nashville Airport Authority: December 2018-June 2020</li> <li>• North Carolina Department of Transportation: November 2018-December 2021</li> <li>• Sound Transit Disparity Study (WA): November 2018-March 2020</li> <li>• City of Chattanooga: October 2018-September 2019</li> <li>• City of Tacoma, WA: Disparity Study-August 2017-September 2018</li> <li>• City of Greensboro, NC: February 2017-April 2018</li> <li>• Metropolitan Government of Nashville and Davidson County, TN: Disparity Study and Minority Enterprise Growth and Needs Study</li> </ul>	<b>2017-2018</b>
<ul style="list-style-type: none"> <li>• <b>Washington Suburban Sanitary Commission:</b> consulting services for a disparity study</li> <li>• <b>City of New York:</b> MWBE Availability Analysis</li> <li>• <b>Prince George's County (MD):</b> Availability and Utilization Studies</li> <li>• <b>County of Orange, John Wayne Airport (CA):</b> DBE Disparity Study</li> <li>• <b>Orange County (FL):</b> Multi-jurisdictional Disparity Study</li> </ul>	<b>2015</b>
<ul style="list-style-type: none"> <li>• <b>Denver Public Schools:</b> Disparity Study</li> <li>• <b>Guilford County Schools:</b> Disparity Study</li> <li>• <b>Hillsborough County Aviation Authority (FL):</b> Disparity Study Update</li> <li>• <b>Oregon Department of Transportation:</b> Availability Study Update</li> <li>• <b>City of Portsmouth (VA):</b> Disparity Study</li> <li>• <b>City of Hampton and Schools (VA):</b> Disparity Study</li> </ul>	<b>2014</b>
<ul style="list-style-type: none"> <li>• <b>Memphis Light, Gas and Water (TN):</b> Disparity Study and Policy Formation</li> <li>• <b>City and County of Denver:</b> M/W/DBE Disparity Study and Registered Apprenticeship Study</li> <li>• <b>City of Greensboro (NC):</b> Disparity Study</li> <li>• <b>City of Pensacola (FL):</b> Disparity Study</li> </ul>	<b>2013</b>
<ul style="list-style-type: none"> <li>• <b>H.B. Rowe v. Tippet</b> (North Carolina Department of Transportation) (2004 through 2010), defendant successful at both the district court and appeals court levels.</li> <li>• <b>Gross Seed v. Nebraska Dept. of Roads</b>, 345 F.3d 968 (8th Cir. 2003); cert denied, 158 L.Ed. 2d 729 (2004), defendant successful at both the district court and appeals court levels (2001).</li> </ul>	<b>2011</b>

**Expert Witness  
Services**

**David J. Maher, Esq.-Legal and Policy Analyst**

**Griffin & Strong, P.C.**

235 Peachtree Street, N.E., Suite 400

Atlanta, Georgia 30303

**Summary** David J. Maher is a highly-rated attorney with over thirty years of experience in courtrooms and law offices in both Florida and Georgia. He previously was a Staff Attorney in the United States Court of Appeals for the Eleventh Circuit, where he performed intensive research and drafted judicial memoranda in several practice areas, including employment, immigration and civil rights. He has been admitted to practice in the U.S. Court of Appeals for the Eleventh and Seventh Circuits, and to the U. S. District Court for the Northern District of Florida and the Northern District of Georgia. He oversees legal analysis and research and assists with policy analysis for disparity studies conducted by Griffin & Strong, P.C.

**Education** J.D., with High Honors, Florida State University College of Law, Tallahassee, FL 1993  
 B.S.W in Criminal Justice, University of Wisconsin, Milwaukee, WI 1987

**Career History**

**Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, Atlanta, GA**  
**Partner, Legal Division** *April, 2016-present*

- Leadership role in legal division
- Provides legal analysis and research for disparity studies and writes the legal analysis chapter
- Civil litigation
- Contract drafting and review

**Law Office of David J. Maher, Atlanta, GA** *August, 2013 – April, 2016*  
**Principal**

- Responsible for leading a boutique firm focused on civil appeals in state and federal appellate courts, and assistance to trial lawyers with case evaluation, motion practice, and trial needs
- Lead appellate counsel in case argued before Supreme Court of Georgia
- Appointed to Criminal Justice Act (CJA) panel for the United States Court of Appeals for the Eleventh Circuit
- Recognized as Georgia Top Rated Lawyer in Appellate Law and in Labor and Employment Law-2013, 2014, 2016

**Drew, Eckl and Farnham, Atlanta, GA** *2011-2013*  
**Associate, Litigation**

- Managed a full range of litigation responsibilities in large insurance defense firm, including case evaluation, coverage analysis, discovery, depositions, trial preparation and alternative dispute resolution

**United States Court of Appeals for the Eleventh Circuit, Atlanta, GA** *2009-2011*  
**Federal Law Clerk, Staff Attorney's Office**

- Conducted extensive legal research and drafted legal memoranda in a number of practice areas, including employment, civil rights, criminal and immigration

**Harke & Clasby, L.L.P., Miami, FL** *2000-2009*

**Partner**

2006 to 2009

- Instrumental in establishing firm as “Top Litigation Shop” as recognized by Miami Daily Business Review
- Led appellate division
- Lead appellate counsel in case argued before Supreme Court of Florida

**Associate**

2000 to 2006

- Litigation Support and appellate services in several areas of civil law, including consumer law and antitrust.

**Hicks & Anderson, LLP, Miami, FL**

1996-2000

**Associate, Civil Appellate**

- Managed full civil appellate caseload, which also included responsibility for insurance coverage opinions/analyses
- Lead counsel in clemency case argued before Florida Office for Executive Clemency

**Steel Hector & Davis, LLP, Miami, FL**

1992-1996

**Associate, Labor and Employment Litigation Group**

1993 to 1996

- Complex commercial litigation at one of Florida’s largest law firms

**Disparity Study/Public Sector Experience**

**Legal Analysis/Policy Analysis**

- Shelby County (TN): February 2021-April 2022
- City of Milwaukee (WI): January 2021-Present
- City of Aurora (IL): December 2020-Present
- City of Toledo (OH): December 2020-Present
- City of Augusta (GA): August 2020-Present
- City of Birmingham (AL): July 2020-May 2022
- Charles County (MD): May 2020-December 2021
- City of Frederick (MD): February 2020-2021
- Bexar County (TX): December 2019-July 2021
- Port of Houston Authority (TX): August 2019-December 2020
- Mecklenburg County (NC): April 2019-October 2020
- State of North Carolina: February 2019-February 2021
- Cuyahoga County, Ohio: January 2019 to June 2021

- Metropolitan Nashville Airport Authority: December 2018-June 2020
- North Carolina Department of Transportation: November 2018-December 2021
- Sound Transit Disparity Study (WA): November 2018-March 2020
- City of Chattanooga: October 2018-September 2019
- Louisville Water Company (KY): Program Implementation
- City of Tacoma, WA: August 2017-September 2018
- Metropolitan Government of Nashville and Davidson County, TN: June 2017-June 2020
- Invest Atlanta (City of Atlanta): June 2017-2019
- Fulton County, GA: June 2017-December 2019

- City of Greensboro, NC: February 2017-April 2018
- St. Louis County, MO: June 2016-December 2017
- Georgia Department of Transportation: March 2015-December 2016

**Marcus K. Garner**  
**Focus Media Group**  
 6590 Marxham Drive  
 Atlanta, Georgia 30349

**Summary**      **Mr. Garner is a Multi-platform Communications Professional, with more than 20 years' experience using analytical and content-development skills to craft winning branding standards and develop clear messaging in crisis or otherwise. He has drafted anecdotal chapters for several disparity studies and has written articles and press releases for publications.**

**Education**      M.S.— Newspaper Journalism, Newhouse School of Public Communications - Syracuse University, Syracuse, NY      2018  
 B.A. in English, Clark Atlanta University, Atlanta, GA      1996

**Career History**

**Griffin & Strong, P.C.,** Attorneys-at-Law and Public Policy Consultants, *Atlanta, GA*  
**Communications Consultant**      *October 2019-present*

- Analyzes and modifies public policy documents; proofreads and edits proposals
- Writes anecdotal chapters for disparity studies
- Writes speeches for firm CEO
- Executive Communications
- Prepared articles and design layout for online newsletter
- Ghost-writes opinion pieces and special articles for industry publications, such as "Governing Magazine"

**SunTrust Bank,** Atlanta, GA      *June 2018-May 2019*  
**Senior Communications Specialist**

- Provided bank-wide internal communications for the SunTrust Enterprise Security and Resiliency organization responsible for cyber security
- Created change management communication strategy, messaging and instructional/training documentation for Privileged Access Management

**Focus Media Group,** Atlanta, GA      *June 2017-Present*  
**Independent Contractor**

- Serves as media liaison, drafting and disseminating press releases to media about firm initiatives or innovations for U.S. Security Associates; advise on media encounters
- Ghost-writes opinion pieces for industry publications, such as U.S. Security POST

**Dekalb County Government**      *March 2016-June 2017*  
**Director of Communications, Offices of District Attorney and Solicitor-General**

- Managed day to day responses to local and national media requests
- Managed real-time crisis response; represented office in the media and direct leadership
- Developed and implemented crisis management strategy
- Executive Liaison for staff of 175 and media personnel/requests

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**Disparity  
Study/Public  
Sector Experience**

**Anecdotal Analyst/Writer**

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- **Mecklenburg County (NC)-April 2019-October 2020**
  - **Metro Nashville Airport Authority (TN)-October 2018-June 2020**
  - **City of Frederick (MD)-February 2020-February 2021**
  - **State of NC-February 2019-January 2021**
  - **Port of Houston Authority (TX)-December 2020**
  - **Bexar County (TX) -January 2020-March 2021**
  - **Cuyahoga County (OH)-January 2019-June 2021**

**Dr. Rose Nyaondo**  
**Data Analyst, Ph.D.**  
**Griffin & Strong, P.C.**

235 Peachtree Street, N.E., Suite 400  
 Atlanta, Georgia 30303

<b>Summary</b>	<p><b>Dr. Nyaondo is a Data Analyst with over 5 years of experience in public policy research and statistical analysis. Dr. Nyaondo has extensive expertise in using qualitative and quantitative research methodology in data sampling, collection, cleaning, analysis, and presentation for supporting data-led policy decision making. She is highly skilled in using statistical analysis to draw conclusions and presenting those conclusions to both technical and non-technical stakeholders. Dr. Rose Nyaondo is also a published author and award-winning scholar.</b></p>	
<b>Education</b>	<p>Ph.D. in Public Policy Analysis, University of Massachusetts, Boston, Massachusetts</p> <p>M.Sc. in Public Policy Analysis, University of Massachusetts, Boston, Massachusetts</p> <p>M.A. in International Relations, United States International University, Nairobi, Kenya</p> <p>B.A. in Education, Kenyatta University, Nairobi, Kenya</p>	<p>2020</p> <p>2016</p> <p>2013</p> <p>2004</p>
<b>Career History</b>	<p><b>Griffin &amp; Strong, P.C.</b>, Attorneys-at-Law and Public Policy Consultants, <i>Atlanta, GA</i></p> <p><b>Data Analyst</b></p> <ul style="list-style-type: none"> <li>• Translates large quantities of data and create reports that displays the information’s overall significance</li> <li>• Cleans and analyzes data to produce insights on different thresholds and relevant market and utilization</li> <li>• Collects data from primary and/or secondary sources and maintains databases, such as SharePoint or Box</li> <li>• Performs routine to complex analyses and design of data models for various business applications</li> <li>• Exploratory Data Analysis including data cleaning, variable creation for visualizations, work category assignment and other miscellaneous tasks</li> </ul> <p><b>Beyond Finance-Remote</b></p> <p><b>Data Analyst</b></p> <ul style="list-style-type: none"> <li>• Analyzed data to produce outputs that provided insights to areas of cost savings opportunities</li> <li>• Collaborated with clients on performance projects to analyze and interpret data</li> <li>• Applied quantitative methods to data to validate, improve, and document performance metrics</li> <li>• Implemented and documented quality controls to ensure integrity of reporting and outputs</li> </ul>	



<p><b>University of Massachusetts- Boston, MA</b>  <b>Statistical Data Research Analyst</b></p> <ul style="list-style-type: none"> <li>• Provided statistical support and data evaluation for the department with continuous and varied data and analysis requirements</li> <li>• Conducted studies and analysis requested by management and recommended areas of investigation</li> <li>• Prepared research designs and data collection plans for the analysis and reporting of qualitative and quantitative information</li> <li>• Researched, tracked, summarized, and analyzed policy proposals related to gender data</li> </ul>	<p>2016-2019</p>	
<p><b>Center for Women in Leadership and Public Policy-Boston, MA</b>  <b>Graduate Research Assistant</b></p> <ul style="list-style-type: none"> <li>• Conducted research and consulted with subject-matter experts and team members</li> <li>• Held data mining sessions together with developmental team to enhance understanding of policy trends, data, and impact on relevant people using various software</li> <li>• Provided high-level expertise to develop research questions, design interview protocols, conduct analysis, and interpret findings</li> <li>• Utilized rigorous social scientific research technology to collect and analyze data to develop policies</li> </ul>	<p>2013-2016</p>	
<p><b>Zawadi Africa International-Kenya &amp; United States</b>  <b>Program Manager</b></p> <ul style="list-style-type: none"> <li>• Developed policies and procedures that helped monitor internal and external program activities</li> <li>• Influenced shifts in process, policy, and resources in collaboration with government agencies of new offices in Uganda, Ghana, Kenya, and new donor partners</li> <li>• Demonstrated problem solving, interpersonal, organizational, and research skills on various subject matters</li> <li>• Mentored over 300 young African women leaders, inspiring them to enroll and graduating to become leaders in private companies, public organizations, and political institutions</li> </ul>	<p>2007-2013</p>	
<p><b>Disparity Study/Public Sector Experience</b></p>	<p><b>Data Analyst</b></p>	<p><b>Study Dates</b></p>
	<ul style="list-style-type: none"> <li>• City of Birmingham, AL: Disparity Study</li> <li>• Shelby County, TN: Disparity Study</li> <li>• City of Augusta, GA: Disparity Study</li> <li>• Port of Houston, TX: including colleges &amp; universities</li> <li>• City of Milwaukee, WI: Disparity Study</li> <li>• Guilford County, NC: Disparity study</li> <li>• Cuyahoga County, OH: Disparity Study</li> <li>• City of Toledo, OH: Disparity Study</li> <li>• Clayton County, GA: Benchmark Study</li> </ul>	<p>March 2021  March 2021  March 2021-April 2021  May 2021-June 2021  May 2021  April 2021-Present  April 2021-July 2021  Aug 2021-May 2022  June 2021-Jan 2022</p>

	<ul style="list-style-type: none"> <li>• City of Gainesville, FL: Disparity Study</li> <li>• Wake County, NC: Disparity Study</li> <li>• City of Aurora, CO: Disparity Study</li> <li>• Metro Nashville, TN: Disparity Study</li> <li>• Fulton County, GA: Disparity Study</li> </ul>	<p>July 2021-Dec 2022          March 2022- Present          May 2022-Present          June 2022-Present          Nov 2022-Present</p>
<p><b>Technical Competencies</b></p>	<ul style="list-style-type: none"> <li>• <b>Programming:</b> SQL, PL/SQL, HTML, SAS, Tableau, TOAD, STATA, Alteryx, Nvivo</li> <li>• <b>Software:</b> Microsoft Office Suite 365; SharePoint, PowerBI</li> </ul>	

## Susan G. Johnson-Project Administrator

### Griffin & Strong, P.C.

235 Peachtree Street, N.E., Suite 400

Atlanta, Georgia 30303

**Summary** Currently Director of Project Development for Griffin & Strong, P.C., Ms. Johnson has prepared training materials and conducted training for clients based on programs developed by Griffin & Strong and serves as Contract Administrator on all projects. As a Human Resources Professional, Ms. Johnson was previously certified as a Professional in Human Resources (PHR) by the Human Resources Certification Institute.

**Education** M. S. Human Resource Management, Georgia State University, Atlanta, Georgia 2000  
 M.S. Urban Government and Administration, Georgia State University, Atlanta, Georgia 1983  
 B.A. Political Science, Spelman College, Atlanta, Georgia 1977

**Career History** Griffin & Strong, P.C., Attorneys-at-Law and Public Policy Consultants, Atlanta, GA September 2002-present  
**Director of Project Development** November 2014 to Present  
 • Responsible for all pre-contract activities, including coordination and preparation of proposal responses and communications with potential subcontractors/subconsultants  
**Director of Corporate Communications & Human Resources** August 2008-November 2014  
 • Responsible for the firm's staffing activities and general human resources function  
**Project Manager** September 2002-August 2008  
 • Served as Deputy Project Manager on disparity studies  
 • Facilitated analysis of purchasing practices and procedures  
 • Coordinated and/or conducted anecdotal interviews  
 Lindamood-Bell, Atlanta, Georgia-Clinician 1999- 2002  
 Incredible Universe, Duluth, GA December 1995-April 1997  
 Human Resources Director  
 Concessions International, Atlanta, GA November 1986-October 1995  
 Director of Human Resources-May 1987-October 1995  
 Administrative/Bookkeeper  
 City of Atlanta Office of Contract Compliance, Atlanta, GA May 1984-November 1986  
 Contract Compliance Administrator

Disparity Study/Public Sector Experience	Contract Administrator	Study Dates
	<ul style="list-style-type: none"> <li>• Shelby County (TN): February 2021-April 2022</li> <li>• City of Milwaukee (WI): January 2021-Present</li> <li>• City of Aurora (IL): December 2020-Present</li> <li>• City of Toledo (OH): December 2020-Present</li> </ul>	

- City of Augusta (GA): August 2020-Present
- City of Birmingham (AL): July 2020-Present
- Charles County (MD): May 2020-Present
- City of Frederick (MD): February 2020-2021
- Bexar County (TX): December 2019-Present
- Port of Houston Authority (TX): August 2019-December 2020
- Mecklenburg County (NC): April 2019-October 2020
- State of North Carolina: February 2019-February 2021
- Cuyahoga County, Ohio: January 2019-June 2021
- Metropolitan Nashville Airport Authority: December 2018-June 2020
- North Carolina Department of Transportation: November 2018-December 2021
- Sound Transit Disparity Study (WA): November 2018-March 2020
- City of Chattanooga: October 2018-September 2019
- City of Tacoma, WA: August 2017-September 2018

- Invest Atlanta: June 2017-2019
- Fulton County, GA: June 2017-December 2019
- City of Greensboro, NC: February 2017-Present (including consulting services for program implementation)

- Louisville Water Company (KY): MWBE Availability Study; September 2016-July 2017; follow-up consulting June-December 2018

- City of Memphis, TN: May 2015-August 2016
- City of Savannah: April 2015-2016
- Georgia Department of Transportation: March 2015-December 2016
- Cuyahoga County, Ohio: Qualitative analysis for disparity study-January 2014-January 2015
- City and county of Durham, NC: October 2013-January 2015
- Montgomery County, MD: May 2013-June 2014

- Clayton County, GA: Review of disparity study and providing recommendations; implementation of Small Local Business Program; developed position descriptions, prepared all program forms, policies and procedures; trained Contract Compliance personnel: July 2012-2013

- City of Jackson, MS: July 2007-2008
- Georgia Department of Transportation: Goalsetting Project; May 2008-September 2013
- City of Memphis (TN): January 2008-August 2009
- State of Tennessee: September 2007-2009

**Deputy Project Manager**

- **Metropolitan Nashville Airport Authority:** January 2007-August 2007
- **Durham County, NC:** October 2006-August 2007
- **City of Atlanta (GA):** July 2005-2007
- **Montgomery County (MD):** April 2004-April 2005
- **Metropolitan Government of Nashville and Davidson County, TN:** October 2003-February 2005
- **City of Columbus (OH):** October 2002-August 2003



# CREATIVE RESEARCH SOLUTIONS

## Ajísafé Adaján, Ph.D. President

Phone: 678-994-9611  
Email: [ajisafe@creativeresearchsolutions.com](mailto:ajisafe@creativeresearchsolutions.com)

2330 Scenic Highway S  
Ste 221  
Snellville, GA 30078

### EDUCATION

2004-2009

**University of Michigan**, Ann Arbor

Ph.D., Social Psychology - GPA: 3.9 / 4.00

Dissertation: *Directed Attention and Stereotype Threat in Interracial Interactions*

M.S., Social Psychology

Master's Thesis: *Teachers and Learners: Roles Adopted in Interracial Discussions*

2000-2004

**Wesleyan University**, Middletown, CT

B.A., Psychology - GPA: 3.59 / 4.00

### EXPERIENCE

**Creative Research Solutions, LLC**, Atlanta, GA

2009-Present

President

As President of Creative Research Solutions, I am dedicated to helping government, non-profit, and educational institutions improve their performance through high quality evaluation.

Selected relevant projects include:

**Reboot Representation (ongoing):** Developed a predictive model to help the coalition track its impact on computing degree achievement among underrepresented women.

**Griffin & Strong, P.C. (ongoing):** Creative Research Solutions has managed and distributed surveys and conducted data analysis on behalf of Griffin & Strong as part of several business disparity studies for local governments.

**Wesleyan University (ongoing):** Designed and conducted evaluation of new project based learning and intensive course programs, including focus groups, interviews, and surveys. Project included creative recruitment strategies to encourage participation among underrepresented and first-generation college students.

**DeKalb Office of Youth Services (2017):** Analyzed data collected through a multi-program survey of parent and student participants to identify areas of success and opportunities for improvement.

**Spelman College (2016-2020):** Developed evaluation plan and quantitative data analysis strategy for Spelman College's First In the World grant project.

**Council of State and Territorial Epidemiologists (2018):** Developed and led an economic impact assessment identifying the costs and benefits of collecting data on 18 social and behavioral health indicators. This assessment included both qualitative and quantitative data collection and analysis, as well as working with a variety of stakeholders across state departments of health, CDC, SAMHSA, and CSTE.

**MSCEI (2016):** Conducted interviews and site visits to assess the local and regional impact of the Mississippi Center for Education Innovation on schools and partner organizations' efforts to improve the quality of education in the state.

**Technical College System of Georgia (2015):** Conducted focus groups and site visits at multiple sites to assess the impact of TCSG



## CREATIVE RESEARCH SOLUTIONS

**College Access Challenge Grant (2015):** Designed and conducted adaptive survey and collected data through interviews and participant observations at multiple sites to assess the overall statewide impact of Georgia's 7-year College Access Challenge Grant programs.

**Morehouse School of Medicine (2014-2018):** Designed and conducted surveys and participant observations in support of an evaluation of a Neuroscience Enrichment Program designed to increase the number of African-Americans pursuing careers in Neuroscience.

**WINGS for kids (2014-2018):** Conducted site visits, focus groups, and participant observations to assess the impact of an after-school social and emotional learning program.

**University of Virginia (2014-2016):** Provided consulting services to a faculty search committee as part of a program to increase diversity among faculty in STEM fields. Project work included developing an assessment to capture faculty impressions of job candidates.

**UNCF (2013-2014):** Performed focus groups, interviews, and site visits to measure impact of institutional advancement support services.

**Project GRAD Atlanta (2013):** Conducted site visits, interviews, surveys, and data analysis to measure outcomes of a Summer Institute program offering high school students of color the opportunity to take college courses during the summer.

**University of Michigan, Ann Arbor, MI**  
Graduate Student Instructor

2005, 2006, 2008

As a graduate student instructor at the University of Michigan, I independently led discussion sections for students taking Psych 111: Introduction to Psychology and Psych 260: Introduction to Organizational Psychology. This work involved creating weekly lesson plans, designing assignments, and evaluating student performance.

### RESEARCH

**Dissertation:** For my dissertation research I developed and tested a cognitive intervention designed to improve one's ability to focus attention and communicate effectively while under adverse conditions such as stereotype threat.

**Master's Thesis:** For my Master's Thesis, I tested the hypothesis that African-American and White participants adopt teacher and learner roles, respectively, when discussing a race-related topic in a mixed-race group.

Each of the above research projects required advanced research and statistical training including experimental design, survey development, linear regression, and analysis of variance, as well as effective management of an undergraduate research team.

#### Publications

Tatum, T. & Sekaquaptewa, D. (2009). Teachers and Learners: Roles Adopted in Interracial Discussions. *Group Processes & Intergroup Relations*, 12(5): 579-590.

### PROFESSIONAL ACTIVITIES

**2016 Eastern Evaluation Regional Society Conference Presentation:** "Serving Multiple Masters While Keeping Your Eye on The Prize: Conducting a Program Evaluation with Multiple Stakeholders".

**President,** Atlanta-Area Evaluation Association (2014).

**Conducted research for the State of the Student** report with the Atlanta Education Fund, (2011-2012).



## CREATIVE RESEARCH SOLUTIONS

**Developed and facilitated Multicultural Competency Training** for the Undergraduate Research Opportunity Program (UROP) Peer Advisor Orientation, to prepare students for their work as peer advisors in a multicultural environment. University of Michigan, (2008).

**Developed and facilitated Students of Color of Rackham (SCOR)/Common Ground joint dialogue program**, with funding grant from the Multi-Ethnic Students Association (MESA). This program offered structured dialogues for students interested in discussing social identity and social justice issues. University of Michigan, (2008).

**Intergroup Relations Common Ground Facilitator:** Facilitated intergroup relations workshops for University of Michigan students, faculty, and staff. University of Michigan, (2007-2009).

**Admissions Committee:** Evaluated social psychology program applicants as a member of the admissions committee for the University of Michigan Social Psychology Area, (2006).

**Students of Color of Rackham Media and Publicity Co-Chair:** Organized publicity efforts and designed website for Students of Color of Rackham (SCOR). University of Michigan, (2005-2007).

### AWARDS, FELLOWSHIPS, GRANTS

**Business of the Year, DeKalb Chamber APEX Community Workforce Award** (2015): Awarded for community workforce development in DeKalb County, Georgia.

**Psychology Department Dissertation Grant** (2008): Provided funding for dissertation research.

**Under-represented Students Social Science Training Award** (2005): For advanced statistics coursework in Hierarchical Linear Modeling and Structural Equation Modeling at the Inter-University Consortium for Political and Social Research (ICPSR).

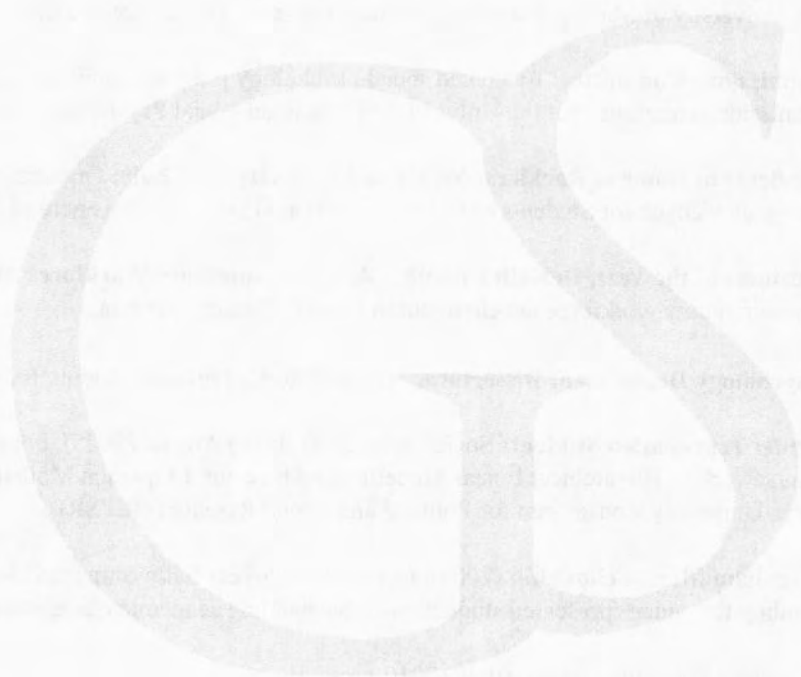
**Rackham Merit Fellowship** (2004): Competitive 5-year fellowship provided doctoral program funding for underrepresented students with outstanding academic qualifications.

### PROFESSIONAL MEMBERSHIPS

American Evaluation Association: (2010-present)



### Tab 3: Methodology



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### 3. Methodology

Disparity studies are the product of City of Richmond v. J.A. Croson Company, 488 U.S. 469, 709 S.Ct. 706 (1989), Adarand Constructors, Inc. v. Pena, Associated Gen. Contrs. of Connecticut, Inc. v. City of New Haven, 41 F.3d 62 (2nd Cir. 1994), Harrison & Burrowes Bridge Constructors v. Cuomo, 981 F.2d 50 (2nd Cir. 1992), Harrison & Burrowes Bridge Constructors v. Cuomo, 743 F. Supp. 977, 992-93 (N.D.N.Y. 1990), Jana-Rock Construction, Inc. v. New York State Dept. of Economic Development, 438 F.3d 195 (2nd Cir. 2006), and their progeny. In Croson the Court stated that strict scrutiny was the standard of judicial review for any race-conscious program. In that, the state or local governmental entity would have to demonstrate both a compelling state interest by a factual predicate that identifies discrimination and a narrowly tailored remedy to the findings of any discrimination.

As a formula for discrimination, Croson states that:

*"Where there is a significant statistical disparity between the number of qualified minority contractors willing and able to perform a particular service and the number of such contractors actually engaged by the locality or the locality's prime contractors, an inference of discriminatory exclusion could arise."*

A disparity study must adhere to the legal requirements of U.S. Supreme Court decisions like Croson. In addition, there have been important cases out of the U.S. Judicial Circuit Court of Appeals for the Second Circuit, as well as other circuit courts, that assist with establishing the methodology to be used in disparity studies and the resulting assurance of narrowly tailored programs.

The following methodology clearly defines how Griffin & Strong, P.C. ("GSPC") will provide the work described in the RFP and demonstrates that GSPC's proposed approach will fulfill the City of Bridgeport's ("City") goals and objectives, while conforming to the legal requirements set forth in Croson, Adarand, Associated Gen., Harrison I, Harrison II, and Jana-Rock, and their progeny.

The goal of the disparity study will be to answer the following research questions:

- Is there is a statistically significant disparity in the relevant geographic and product markets between the percentage of qualified Minority Business Enterprises ("MBEs") and Woman Business Enterprises ("WBEs") willing and able to provide goods or services to the City in each of the category of contracts and the percentage of dollars spent by the City with such firms (whether as prime contractors/consultants or subcontractors/consultants)?
- If a statistically significant disparity exists, have factors, other than race and gender been ruled out as the cause of that disparity, such that there can be an inference of discrimination?
- Can the disparities be adequately remedied with race and gender neutral remedies?

- If race and gender neutral remedies are not sufficient, does the evidence from the Study legally support a race and/or gender conscious remedial program?
- Are the proposed remedies narrowly tailored to the strong basis in evidence from the disparity study?

## 1. Study Period

GSPC recommends that the study should cover a five-year period of FY2018-FY2022. The study period is acceptable because it is important that the data be analyzed over a number of years in order to demonstrate a trend and not just an occurrence. Further, the data should be current enough to still be applicable and not stale. This is also why it is important that studies be delivered in a timely manner so that the data utilized does not become stale before the report is completed.

## 2. Data Assessment and Data Collection

Data is key to determining accurate outcomes of availability and other processes in a disparity study so the data collection and review methods are important to the accuracy of the analysis. As a law firm, GSPC maintains its data as a chain of evidence by maintaining regular change logs/data books for data files (which detail what was done to a data file). This allows an objective opportunity to trace the steps taken from GSPC's receipt of data through the process of work on that file until it is prepared for analysis. In addition, all processes are documented in the report, as well as assumptions, and work-arounds for any data gaps.

GSPC's project initiation begins with it preparing and planning its workplan, schedule, and finalizing subcontractor agreements. Within weeks we will conduct **Data Assessment Meetings**, to properly assess the data with procurement, IT, finance, and compliance personnel and other departments to determine what data the City has, in what format, and how GSPC can obtain the data. This process also includes preliminary discussions about the City's purchasing, practices, policies, and procedures to get a better understanding of how procurement operates. It is also important for GSPC's team to get to know procurement personnel with a **Kick Off Meeting** and understand how to operate the Study in a manner least intrusive to the City's personnel. The research team will also gather all historical data from the City's marketplace, including but not limited to previous disparity studies and will create and execute a plan to collect all electronic and physical data for the Study.

GSPC will do the work of gathering all available data and for determining "work arounds", surveys, and alternative data sources where there are data gaps. All data processes will be explained in the Study with full transparency. GSPC will oversee the entry of all data into appropriate databases and enter any manual data as required.

GSPC will submit a Data Assessment Report and Data Collection Plan to the City for approval. The Data Collection Plan details the type of data and whether it will need to be collected electronically or manually, as well as when and from whom the data will be collected. Once approved, GSPC will issue data requests, if necessary, based upon the Data Collection Plan.

### **Data Requirements and Data Sources**

For each element of the disparity study analysis below, GSPC has included its plans for what data it is collecting and how it plans on collecting said data.

### **Data Cleanup and Verification**

After the completion of data collection, the data will be electronically and manually “cleaned” to eliminate duplicates, fill in unpopulated fields, and resolve any anomalies. In the cleanup process, GSPC will assume that any vendor that was not otherwise identified as an MBE and WBE is owned by a Non-MBE and WBE.<sup>1</sup> The senior economist will be consulted if there is a need to fill any data gaps.

### **3. Legal Review and Analysis**

GSPC will analyze the significance of relevant case law, including City of Richmond v. J.A. Croson Company, 488 U.S. 469, 709 S.Ct. 706 (1989), Adarand Constructors, Inc. v. Peña, 515 U.S. 200 (1995), Associated Gen. Contrs. of Connecticut, Inc. v. City of New Haven, 41 F.3d 62 (2nd Cir. 1994), Harrison & Burrowes Bridge Constructors v. Cuomo, 981 F.2d 50 (2nd Cir. 1992), Harrison & Burrowes Bridge Constructors v. Cuomo, 743 F. Supp. 977, 992-93 (N.D.N.Y. 1990), Jana-Rock Construction, Inc. v. New York State Dept. of Economic Development, 438 F.3d 195 (2nd Cir. 2006), and prepare summary information of all important post-Croson U.S. Supreme Court decisions and those of the U.S. Judicial Circuit Court of Appeals for the Second Circuit that are related to women and minority-owned business enterprise programs and participation and determine how they impact the continuation and establishment of the City’s MBE and WBE policies. Although cases from other jurisdictions may not be controlling, GSPC will include relevant outcomes from those cases to demonstrate the trends in the judicial system and their impact on disparity study methodologies.

The analysis will include judicial and econometric support for GSPC’s methodologies for each aspect of the Study.

The firm will also determine if there are any available judicial or administrative data as to allegations of discrimination made against vendors and local governmental agencies and will analyze the City’s existing regulatory framework and its current MBE and WBE policy, executive orders and local legislation that relate to the City’s MBE and WBE contracting and procurement activities. GSPC will determine if these conform to the current legal environment and will monitor new cases in the area of equal protection and affirmative action in general and assess their impact on the City.

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<sup>1</sup> This assumption was made because MBEs and WBEs are specifically identified and certified as such by governmental entities. To the contrary, Non-MBEs and WBEs are not typically given any identifier and have no indication of race/ethnicity/gender, or if they are identified, it has included that identification on the lists. Further, GSPC will use various lists to cross-reference against each other to verify race/ethnicity/gender. Where there are any inconsistencies, GSPC will research and confirm the correct race/ethnicity/gender. Not-for-profits and governmental entities do not have individual owners, so those firms will be deleted from all analyses used in the Study. Publicly traded corporations are considered, Non-MBE and WBE firms.

Finally, the firm will determine, revise and document, any necessary adjustments in the methodology for analysis of procurement and contract data, based upon the foregoing legal analysis and appropriate statistical and economic principles.

#### 4. Purchasing, Policies, Practices, and Procedures

GSPC will provide the history of the City's MBE and WBE policies and an analysis to determine the following for their impact on MBE and WBE firms:

- (a) Whether there is any policy that will inherently present a barrier that will more highly impact MBE and WBE participation in the City's procurement process;
- (b) Whether the City personnel involved in the procurement process understand the City's procurement policies, particularly as they relate to MBE and WBE;
- (c) Whether the practices of the City's procurement personnel match the City's policies.

GSPC will examine the statutes, publicly disseminated policy statements, internal policy and procedure manuals and memoranda and all written staff directives from management regarding procurement. In addition, GSPC will interview the City's staff in each procurement area with regard to inquiring about all aspects of procurement, including the types of contracts and market areas covered by solicitations, advertising, and mailing.

The findings of the Study will provide a determination as to whether the current MBE and WBE programs are narrowly-tailored to the results of the study and the recommendations from the Study will include ways that the policies, procedures, and programs can better promote equal access and participation in opportunities to MBE and WBE firms, again ensuring that such recommendations are narrowly tailored to the results of the Study.

#### 5. MBE and WBE Disparity Analysis

##### (a) Determination of Relevant Geographic Market

The determination of the relevant geographic market is essential because all aspects of the Study will encompass only firms located within the geographic relevant market of each business category. Within the relevant market, GSPC will estimate the percentage of firms in each race, ethnicity, and gender group that are ready, willing and able to perform services utilized by the City within each business category.

Croson supports the now commonly held idea that the relevant market area should encompass at least seventy-five to eighty-five percent of the "qualified" vendors that serve a particular sector. This concept also has its origins in antitrust lawsuits. United States Supreme Court, Justice Sandra Day O'Connor in Croson, wrote that the relevant statistical comparison in determining a disparity is one between the percentage of Minority Business Enterprises in the marketplace [or Relevant Market] who were qualified to perform contracting work and the percentage of total contracting dollars awarded to minority firms. GSPC uses the 75% benchmark for the

determination of the relevant market and will only measure firms that are within the relevant market (by Industry Category: Construction and Construction Related Professional Services) in both its availability and utilization determinations. Croson supports the now commonly held idea that the relevant market area should encompass at least seventy-five to eighty-five percent of the "qualified" vendors that serve a particular sector. This concept also has its origins in antitrust lawsuits. GSPC uses the 75% benchmark for the determination of the relevant market and will only measure firms that are within the relevant market (by Industry Category: Construction and Construction Related Professional Services) in both its availability and utilization determinations.

GSPC defines the geographic relevant market by accessing the payment dollars in each Industry Category. In analyzing the relevant market data, GSPC will tabulate the percentage of payments by location of the firm paid, beginning with the firms located in the City and radiating out by zip code, county, and state.

GSPC utilizes a "radiate-out" methodology for determining the relevant geographic market because the courts have been consistent in ruling that it is appropriate for the relevant market to encompass the jurisdiction of the governmental entity and that the relevant market may extend beyond the "jurisdictional boundaries" of the governmental entity to contiguous jurisdictions, or even MSAs.

#### **(b) Determination of Relevant Category of contracts (Work Categories)**

All Work Categories will be aggregated in one of the major business categories:

- Construction
- Construction Related Professional Services

#### **(c) Estimation of MBE and WBE Availability (Race/Ethnicity/Gender)**

In order to determine availability, GSPC will utilize the "List Approach." GSPC will compile the following databases into a "Master Vendor File"

- i) The City Lists:
  - A) Current Vendors
  - B) Bidders from the Study Period
  - C) Awardees from the Study Period
  - D) Payees from the Study Period
  - E) Subcontractors from the Study Period or gathered from a Prime Vendor Questionnaire if the City does not maintain sufficient subcontracting data
- ii) Potential Outside Lists:

- A) Vendor/contractor lists (including certified MBE and WBE from other local jurisdictions, State of Connecticut, and Connecticut Department of Transportation (CTDOT)).

The purpose of the Master Vendor File is to collect, in one database, a representative listing of all firms that are ready, willing, and able to do business with the City. By including the outside vendor lists, there is a broader inclusion of firms that have expressed an interest in doing business with government. The definition of the categories of minority- or women-owned businesses for purposes of a disparity study is critical under City of Richmond v. Croson Company, 488 U.S. 469, 109 S.Ct. 706, 102 L.Ed.2d 854 (1989) for determining what groups should be included in any remedial program if an inference of discrimination is found. Croson stated,

“The random inclusion of racial groups that, as a practical matter, may never have suffered from discrimination in the construction industry in Richmond suggests that perhaps the City's purpose was not in fact to remedy past discrimination... The gross over inclusiveness of Richmond's racial preference strongly impugns the City's claim of remedial motivation.”

Unless otherwise indicated, GSPC will utilize the race/ethnicity<sup>2</sup>/gender classifications:

- African American
- Asian American
- Hispanic American
- Native American
- Caucasian Woman
- Non-MBE and WBE

The availability estimates of qualified MBEs and WBEs and other businesses categorized by industry and by major racial/ethnic and gender categories is part of the quantitative, or statistical, portion of the disparity study. GSPC will separate its determination of available MBE and WBE firms and will disaggregate by the various race/ethnicity/gender classifications. The quantitative analysis is made up of several key statistical components, all of which are based upon exacting data collection and the processing of information collected from the City and other appropriate sources. The following economic definitions are necessary for the estimation of availability rates:

Definitions:

Let:  $A$  = Availability Rates

$A$  (*Asian*) = Availability Estimates for Asian Business Enterprises

$N$  (*Asian*) = Number of Asian Business Enterprises in the relevant market

$N$  (*MBE and WBE*) = Number of MBEs and WBEs

$N$  ( $t$ ) = Total number of businesses in the pool of bidders in the Industry Category (*for example, Construction*)

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<sup>2</sup> This study may need to include Cape Verdeans/Portuguese.

Availability, ( $A$ ), is a percentage and is computed by dividing the number of firms in each MBE and WBE group by the total number of businesses in the pool of bidders for that Industry Category,  $N(t)$ . For instance, availability for Asians is given by:

$$A(\text{Asian}) = N(\text{Asian})/N(t),$$

and total availability for all MBE and WBE groups is given by:

$$A(\text{MBE and WBE}) = N(\text{MBE, WBE})/N(t).$$

Further, GSPC utilizes the “Ready, Willing, and Able” standard for determining availability.

Measuring within the Relevant Geographic and Product Markets, there are numerous approaches to measuring available, qualified firms. GSPC has established a methodology of measuring availability based upon demonstrated and active interest in doing business with government entities.

The methodology utilized to determine the availability of businesses for public contracting is crucial to understanding whether a disparity exists within the relevant market. Availability is a benchmark to examine whether there are any disparities between the utilization of MBEs and WBEs and their availability in the marketplace. Although Croson defined availability as willing and able to perform the work, the courts have provided only general guidance on how to measure availability. GSPC's measures of availability incorporate the following criteria:

- The firm does business within a procurement group from which the City makes certain purchases;
- The firm's owner has taken steps to do business with some government entity through registering, being certified, bidding, or actually doing business with a governmental entity;
- The firm is located within a relevant geographical area such that it can do business with the City.

#### **(d) Utilization**

GSPC will review and evaluate the procurement history of the City, analyzing prime contractor and subcontractors. First, prime utilization will be taken from the City's payment records and represent the entire data set. If the City has usable subcontractor data, GSPC will utilize that data. However, if sufficient subcontractor data is not available, GSPC will create and conduct a Prime Vendor Questionnaire which will be sent to all prime contractors in every business category for every contract awarded during the Study Period. The questionnaire will request information from the prime contractor for all payments made to their subcontractors, as well as other profile information about the prime and the subcontractors.

The replies from the Prime Vendor Questionnaire represent a sample of the subcontractor utilization. GSPC will also separate the utilization calculations for minority-owned and women-owned firms, disaggregating by minority and gender groups.

Further, it is important that the City considers subcontractor utilization data because subcontracting is another opportunity in the marketplace separate and apart from prime vendor opportunities. It has a separate set of processes and potential barriers apart from direct

contracting with the City. Subcontractor utilization is also a reflection of whether there is discriminatory behavior in the private marketplace.

It is also another way to satisfy the utilization balance with availability in the marketplace and may be a steppingstone for firms to become primes. Without an assessment of subcontractor utilization there would be an incomplete picture of contracting by the City and in the marketplace.

For all utilization analysis the data will be disaggregate by Industry Category for each year of the Study Period (to show annual trends) by race/gender/ethnicity, all within the relevant market. Utilization shall be measured in two ways: (1) the extent to which MBEs and WBEs receive contracts (number of contracts); and (2) the extent to which they receive sizable contracts (dollars) in relation to their representation in the appropriate relevant market area." As with availability, all utilization will include only firms in the Relevant Geographical and Product Markets.

### **(e) Disparity Ratios**

#### **i) Determining Disparity**

The Study includes race and gender neutral groups for which a factual predicate based upon a finding of an inference of discrimination is not necessary. But for race and gender groups, GSPC will determine first, the existence and extent of disparity, GSPC will compare the utilization percentages to the availability percentage of each race/gender/ethnicity group for each year of the Study.

The Disparity Index is defined as the ratio of the percentage of MBE and WBE firms utilized ( $U$ ) divided by the percentage of such firms available in the marketplace, ( $A$ ):

Let:  $U$  = Utilization percentage for the MBE and WBE group

$A$  = Availability percentage for the MBE and WBE group

$DI$  =  $U/A$  or Utilization divided by Availability, the Disparity Index for the MBE and WBE group

When the  $DI$  is one, which indicates that the utilization percentage equals the availability percentage, there is parity or an absence of disparity. In situations where there is availability, but no utilization, the corresponding disparity index will be zero. In cases where there is utilization, but no availability, the resulting disparity index is designated by the infinity ( $\infty$ ) symbol. Finally, in cases where there is neither utilization nor availability, the corresponding disparity index is undefined and designated by a dash (-) symbol. Disparity analyses are presented separately for each Industry Category and for each ethnicity/race/gender status group. They are also broken out by year, for each year of the Study Period.

The results obtained by a disparity analysis will result in one of three conclusions: overutilization, underutilization or parity. Underutilization is when the Disparity Index is below one hundred. Overutilization is when the Disparity Index is over one hundred. Parity is when the Disparity Index is one hundred.

#### **ii) Determining the Significance of Disparity Indices**



Typically, the determination of whether a disparity is “substantially significant” can be based on any disparity index that is less than 80. Further, GSPC uses a statistical test that considers whether or not the typical disparity index across all vendor categories is equal to unity. This constitutes a null hypothesis of “parity” and the test estimates the probability that the typical disparity index departs from unity, and the magnitude of the calculated test statistic indicates whether there is typically underutilization or overrepresentation. Statistical significance tests will be performed for each disparity index derived for each MBE and WBE group, and in each Industry Category.

### iii) Regression Analysis

The regression analysis can show if race/ethnicity/gender factors are impediments to the overall to the success of MBEs and WBEs in obtaining awards and whether, but for those race/ethnicity/gender status, firms would have the capacity to perform the work.

Further, GSPC will conduct a regression analysis in the event that a disparity is found to test the cause of the disparity by devising a disparity model focused on capacity controlling factors, and that will account for the differences among the "willing, qualified and able" MBE and WBE firms that have conducted business within the relevant market. The theory of capacity, when used in the analysis of differences in utilization by race, ethnicity and gender of owners, will focus on the following:

- Education of the Owners
- Age of the Firm or Length of Time Principal Has Conducted Business
- Gross Revenues Over a Given Period of Time
- Amount of Bonding Received by the Company Over a Period of Time
- Financial Standing of the Firm
- Ethnicity and Gender of the Owners (held constant)

#### ➤ The Model:

$$Y_i = B_1 + B_2X_{2t} + B_3X_{3t} + B_4X_{4t} + B_5X_{5t} + B_6X_{6t} + u_t$$

$Y_i$  = Utilization of Minority owned firms

$X_1$  = Education of the Owners

$X_2$  = Age of the Firm or Length of Time Principal Has Conducted Business

$X_3$  = Gross Revenues Over a Given Period of Time

$X_4$  = Amount of Bonding Received by the Company Over a Period of Time

$X_5$  = Financial Standing of the Firm

$X_6$  = Ethnicity and Gender of the Owners (held constant)

## 6. Private Market (Marketplace Disparities)

An analysis of the private sector is conducted to determine whether The City of Bridgeport has been a passive participant in discrimination carried out by the private sector. Indeed, Justice O'Connor, speaking for the Supreme Court in *Croson* indicated that a City "has the authority to eradicate the effects of private discrimination within its own legislative jurisdiction."

### **(a) Nexus Between Private Sector Disparities and City Contracting**

Passive discrimination will be addressed through disparity analysis of the utilization by majority prime contractors of MBE and WBE construction subcontractors on non-City projects. These comparisons will assess the extent to which majority prime contractors only hire subcontractors to satisfy public sector requirements. The data for this analysis will come primarily from the results of the GSPC Survey of Business Owners, the integration of the vendor files of the City with public and private sector construction databases (such as FW Dodge and CMD Group, formerly Reed Construction Data) and building permit data. This analysis will allow for an assessment of a “nexus” (connection) between private sector disparities and City contracting. This analysis will be used to verify anecdotal complaints, if any, from MBEs and WBEs of their lack of usage in the absence of remedial programs.

### **(b) Disparities in Employment and Self-Employment**

GSPC will also provide a statistical analysis of disparities in employment (by race and gender) and how that may impact self-employment (and therefore the availability of MBEs and WBEs in the marketplace) and revenue from self-employment using data from the American Community Survey Public Use Micro Sample (PUMS) from the Census Bureau and present a Binary Logistic Regression for an analysis of race/gender/ethnicity on the likelihood of being self-employed in the private sector in the City’s service area, controlling for various business owner characteristics such as race/gender/ethnicity, property values, education, marital status, age, spouse’s income, number of children at home, personal handicaps, and access to capital. Our analysis will compare the actual availability of MBEs and WBEs with expected or potential availability of MBEs and WBEs if they were to form businesses at the same rates of non-MBEs and WBEs with similar characteristics. We will then present a Multivariate Linear Regression for an analysis of Ethnicity/Race/Gender effects on the relative earnings of an individual’s self-employment earnings in the private sector of the City’s service area, controlling for such factors as years of education, age, geographic market, bonding and other demographic characteristics.

This self-employment analysis will be supplemented with background marketplace disparity ratios from U.S. Census Bureau data for the major procurement categories in the study. This analysis will be conducted on firms with and without paid employees.

### **(c) Credit Markets**

GSPC will perform a Multinomial Logistic regression analysis of private sector discrimination in credit markets relying upon direct evidence from the GSPC Survey for Business Owners on disparities, if any, in denial rates for credit, bonding and insurance, controlling for firm characteristics; claims of discrimination. Consequently, the model will control for variables representing creditworthiness, firm size (e.g., annual sales, number of employees), firm age, firm assets, firm liabilities, form of business, and location. These results will be compared with regional results from the Panel Study on Entrepreneurial Dynamics on credit disparities. (The National Survey on Small Business Finance is no longer current).

In addition, GSPC will report disparities in loan denials and credit treatment in the Home Mortgage Disclosure Act (HMDA) data for the City area. Given the evidence that home equity is often an important element in small business funding, the HMDA evidence may indicate further barriers to MBEs and WBEs in credit markets.

## 7. Anecdotal Evidence of Discrimination

Anecdotal evidence is a widely accepted research tool that is based upon observation, interviews, public hearings and surveys. It is used in conjunction with statistical research to foster clarity and assist in understanding the statistical findings. Anecdotal information may help provide more meaning to the pure quantitative analysis and can also be utilized to help determine methods for improving the business practices of an entity. GSPC will undertake various means of gathering anecdotal evidence from business owners and other members of the City's community as part of the Study, including:

- Survey of Business Owners
- 30 Anecdotal Interviews
- 2 Public Hearings
- 2 Focus Groups
- Organizational Meetings
- Informational Meeting
- Email Comments

GSPC's experience in conducting disparity studies has shown that anecdotal data collected through multiple methods provides more comprehensive information than methodologies using a single-pronged approach. For this reason, GSPC will use a combination of survey of business owners, focus groups, public meetings, interviews, informational meetings, meetings with local organizations, and online comments to collect anecdotal information and to identify issues that are common to businesses in the market area.

The focus of the anecdotal evidence is to identify the respondents' experiences in conducting business with the City. GSPC will solicit participation and responses from community members, businesses that have done or attempted to do business with the City, public and private sector organized labor, and watchdog organizations. Griffin & Strong will conduct in-depth personal interviews with minority, women-owned, and non-minority owned businesses and business organizations, trade and professional associations, majority-owned firms and other organizations and individuals knowledgeable about the relevant industries. Interviewees that are from business enterprises will be taken from a random sample that reflects the availability of firms in each Industry Category in the relevant market. Other subjects will be identified by working with the City personnel to develop a database of diverse suppliers that represent the categorical designations of the City, including outreach to local and regional organizations that advocate for diverse suppliers.

Our anecdotal team will provide a dedicated website for the disparity study, social media, email blasts, and an informational meeting about the upcoming study. We will also alert firms to the possibility that they will be contacted to participate in GSPC's collection of anecdotal evidence. This reduces the potential for a series of calls to unknowing and skeptical participants. It also increases the buy-in of stakeholders throughout the City.

In addition, our firm will conduct two (2) focus groups and two (2) public hearings, by advertising to the public and business community. GSPC will provide a dedicated email address for firms that

would like to comment but are unable to attend either the focus group or public hearing. This, in essence, gives every firm a chance to participate. Public information sessions will be held at the beginning of the Study and public hearings further into the schedule.

During this process GSPC will document and summarize reports of identified past or ongoing discrimination that may have impeded the formation, growth, availability, or utilization of MBEs and WBEs. The anecdotal analysis will determine whether certain barriers faced by women and minority-owned firms might be race/gender/ethnicity based, or whether they are issues faced by all small businesses. GSPC's anecdotal researchers will document and summarize reports of identified past or ongoing discrimination that may have impeded the formation, growth, availability, or utilization of women and minority-owned businesses.

#### **8. Findings & Recommendations (Including Review of Efficacy of Race- and Gender Neutral Remedies and Identification; Identifying Narrowly Tailored Race- and Gender Neutral and Race- and Gender-Based Remedies**

GSPC will produce detailed findings from the Study and provide expert opinion of the meaning of such findings, including the impact that the City's current policies and programs have had on the utilization of available MBEs and WBEs on its contracts. GSPC will ensure that a race/gender neutral remedy has been considered for any discrimination identified in the review, by examining the existence of barriers to MBEs and WBEs that might be addressed through race and gender-neutral means. The City's contracting and purchasing policies and procedures will be reviewed and the effectiveness of any race and gender-neutral initiatives implemented by the City will be assessed. Remedies for neutral barriers will be identified and evaluated.

For example, if bonding is a problem for all small or new firms, and if MBEs and WBEs are more likely to be small or young firms, MBE and WBE firms might have limited ability to compete for public sector contracts. Initiatives to evaluate programs that provide bonding to all small firms could be a possible race and gender-neutral approach to addressing this barrier. Croson requires that state and local jurisdictions first examine how race and gender-neutral programs might be applied to redress discrimination. Cost and administrative constraints to implementing these programs can be considered. GSPC will also evaluate whether these measures alone will ensure that the City's will not be a passive or active participant in discrimination against MBE and WBE businesses. Recommendations will also account for the resources necessary to execute the recommendations, including staffing.

In addition to the Study recommendations, GSPC will assist the City in setting, or modifying any MBE and WBE goals as supported by the Study findings.

#### **9. Deliverables from the RFP**

##### **(a) Findings**

GSPC will objectively analyze the evidence collected and report its findings in sufficient detail, with supporting documentation, where documentation is available, to support such findings. Such findings shall include: whether and to what extent discrimination in contracting came to light from the evidence collected; whether and to what extent such evidence was sufficient to answer the questions presented; whether relevant evidence was difficult to access, analyze or draw conclusions from; and whether such evidence is deemed sufficient to meet established legal standards upon which findings of discrimination can be made. GSPC will provide its

findings to the City in preliminary form for review as to clarity, level of detail, and general compliance with the requirements of the contract, after which such findings shall be incorporated into a final report and prepared for publication, distribution and presentation in the manner requested by the City.

**(b) Recommendations Sought**

GSPC will be required to make recommendations based upon the results of the study. In the case of any discrimination in contracting that may be found, GSPC's recommendations shall be consistent with applicable law and identify whether the firm believes that there exists significant evidence of discrimination that require a remedy fashioned for those segments or sectors of the minority contracting community, including the Identified Minorities, deemed to have suffered from such discrimination. Such recommendations shall include as many options and alternatives as possible. Any such recommendations shall not be binding upon the City, which retains the sole right and responsibility to determine whether there is significant evidence of discrimination to create a compelling government interest in fashioning a particular remedy or particular remedies.

**(c) Monthly Progress Reports**

GSPC shall report no less than on a monthly basis to the City with an update as to GSPC's activities, needs, and progress towards the final product.

**(d) Notice of Changes in Methodology of Evidence-Gathering**

GSPC shall promptly notify the City if it seeks to change our methodology for conducting any portion of the study.

**(e) Prompt Identification of all Sources of Information**

GSPC shall identify early on in the process all sources of information that are needed to be provided by the City so that City officials will have adequate time to collect such data, so as not to unduly delay the study.

**(f) Prompt Disclosure of Delays, Causes, and Suggested Action**

GSPC will be required to promptly disclose any delays in the progress or completion of the study, the reasons therefor, and the steps the proposer intends to take to minimize and overcome such delays.

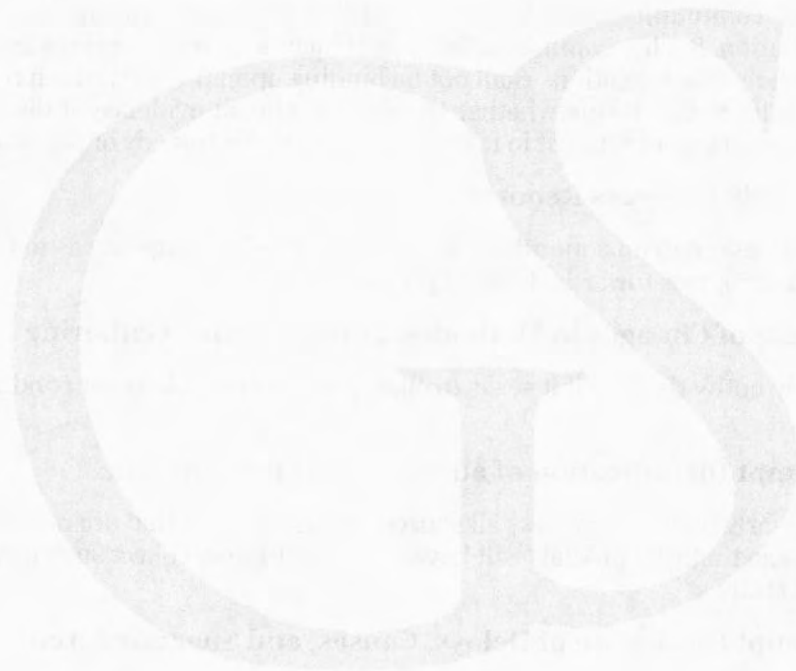
**(g) Preliminary Findings and Recommendations**

GSPC shall submit a preliminary draft of its findings and conclusions for the City's review prior to the finalization of the study and its recommendations.

**(h) Final Report and Recommendations**

GSPC will submit a final report to the City with recommendations in a format approved by the City.

## Tab 4: Project Timeline



#### 4. Project Timeline

1. FINALIZE WORK PLAN/FINAL METHODOLOGY – (August 1-August 15, 2023)

**Subtasks:**

- Establish a final, mutually acceptable final methodology, work plan, reporting formats and schedules, project milestones, relationships.
- Create scope management plan & set up project management plan, including project processes & phases.
- Acquaint team members with specific subtasks they will perform and the scope.
- Hold first team meeting.
- Finalize subcontractor agreements.
- Plan for Data Assessment.
- Plan for Project Kickoff Meeting.

**Milestone:**

- Final Work Plan
- Monthly Team Meetings
  - **GSPC Personnel:** Project Executive, Project Manager, Principal Investigator, Sr. Economist, Legal Analyst, Anecdotal Analyst, Deputy Project Manager, Project Administrator, Data Analysts.
  - **City of Bridgeport Resources:** Availability of MBE and WBE program personnel to meet with GSPC.

2. KICK OFF MEETING AND DATA ASSESSMENT – (August 17-September 1, 2023)

**Subtasks:**

- Schedule and meet with appropriate procurement representatives from the City, regarding:
  - i) data assessment; ii) purchasing practices, policies, and procedures; iii) MBE and WBE policies and programs.
- Determine the availability, amount and format of vendor, contractor, bidder, payment, contract, purchase order, and subcontractor data, particularly determine if all data is available electronically, or if, and in what amount, manual data entry will be required.
- Also, finalize the determination of outside lists, if any, from which to collect data.
- Evaluate the quality and usability of data.
- Determine most efficient manner to gathering information data that is not maintained by the City.
- Request any past reports or disparity studies including goal setting reports or utilization reports.
- Obtain the most recent list of MBEs and WBEs
- Obtain purchasing practices, policies, and procedures documents.
- Obtain the names and contact information of all persons who will provide data.
- Obtain information on current MBE and WBE policies and programs.
- Obtain any electronic data that is readily available.
- Draft preliminary outline of the disparity report.

**Milestones:**

- Kick-off Meeting

- Data Assessment Meeting – Week of August 21, 2023
- Detailed Data Assessment Report
- Monthly Team Meetings
  - **GSPC Personnel:** Project Executive, Project Manager, Principal Investigator, Sr. Economist, Legal Analyst, Anecdotal Analyst, Deputy Project Manager, Project Administrator, Data Analysts.
  - **City of Bridgeport Resources:** Availability of procurement, IT, finance, and MBE and WBE program personnel to meet with GSPC, as well as provide written policy information and accessible data and reports as requested. Review and approval of Data Assessment Report.

3. **PLAN FOR DATA COLLECTION** – (September 4-September 15, 2023)

**Subtasks:**

- Debriefing of On-Site Data Assessment.
- Organization & Cataloging of Preliminary Data Collected.
- Determine staffing necessary to collect remaining data.
- Finalize data collection plan.
- Create appointment schedule to collect data from appropriate parties.

**Milestones:**

- Detailed Data Collection Plan
- Monthly Progress Reports
- Data Requests Sent
- Monthly Team Meetings
  - **GSPC Personnel:** Project Manager, Data Analysts.
  - **City of Bridgeport Resources:** Review and approval of Data Collection Plan. Availability of personnel to provide electronic data and access to manual data.

4. **CONDUCT INFORMATIONAL MEETINGS & LAUNCH WEBSITE** – (August 17-October 26, 2023)

**Subtasks:**

- Create PowerPoint for presentation.
- Launch promotional campaign to get attendance.
- Combine data files for outreach.
- Conduct one informational meeting.
- Begin meeting with local organizations.

**Milestones:**

- Conduct Informational Meeting (Estimated - Week of October 23, 2023)
- Launch Website
- Monthly Progress Report
- Monthly Team Meetings



- **GSPC Personnel:** Project Manager, Deputy Project Manager, Local Subcontractor.
- **City of Bridgeport Resources:** Review of website before launch and link to the City of Bridgeport website. Put announcement of informational meeting on the City of Bridgeport website.

5. COLLECT QUANTITATIVE DATA – (September 18-December 22, 2023)

**Subtasks:**

- Collect award files, payment files, bid tabs, bidder files, vendor files, the directory of certified MBEs and WBEs, and any subcontractor data, purchase orders, and other pertinent files from the City per the Data Collection Plan.
- Collect any information on subcontractors from the City.
- Obtain any data keys or descriptions.
- Collect all data electronically if possible, then collect any physical materials
- Enter manual data.
- Collect all non-City data and lists in the relevant market, if available and useable.
- Create Prime Vendor Questionnaire to collection subcontractor data, if City data is not sufficient.
- Obtain letter from City management requesting participation of local firms.
- Mail out questionnaire to all prime awardees during the Study Period (except goods, that do not have subcontractors).
- Collect any additional data needed for Private Sector Analysis, including FW Dodge, CMD Group Data and Building Permit Data.

**Milestones:**

- Inventory List of Data Files Collected
  - Monthly Progress Reports
  - Monthly Team Meetings
- **GSPC Personnel:** Project Executive, Project Manager, Principal Investigator, Sr. Economist, Deputy Project Manager, Project Administrator, Data Analysts
  - **City of Bridgeport Resources:** Review inventory list of data files collected.

6. CONDUCT CASE LAW REVIEW – (September 5-December 12, 2023)

**Subtasks:**

- Report various decisions from Federal Courts, including U. S. Supreme Court, U. S. Courts of Appeals for the Second Circuit and lower court decisions related to minority and woman owned businesses. Analyze City of Richmond v. J.A. Croson, 488 U.S. 469 (1989), Adarand Constructors, Inc. v. Peña, 515 U.S. 200 (1995), Associated Gen. Contrs. of Connecticut, Inc. v. City of New Haven, 41 F.3d 62 (2nd Cir. 1994), Harrison & Burrowes Bridge Constructors v. Cuomo, 981 F.2d 50 (2nd Cir. 1992), Harrison & Burrowes Bridge Constructors v. Cuomo, 743 F. Supp. 977, 992-93 (N.D.N.Y. 1990), Jana-Rock Construction, Inc. v. New York State Dept. of Economic Development, 438 F.3d 195 (2nd Cir. 2006).
- Examine all judicial decisions and statutes at the City and State of Connecticut level that are related to MBE and WBE business enterprise participation programs.
- Determine if there are any pending legal cases that may affect MBEs and WBEs.
- Explain methodology's consistency with case law history.

**Milestones:**

- Draft Legal Chapter
  - Monthly Progress Report
  - Monthly Team Meetings
- **GSPC Personnel:** Project Executive, Project Manager, Principal Investigator, Legal Analyst, Project Administrator.
  - **City of Bridgeport Resources:** Approve Legal Chapter.

7. CONDUCT ONLINE SURVEY OF BUSINESS OWNERS –(December 1, 2023-January 26, 2024)

**Subtasks:**

- Draft online survey instrument.
- Compile email list of broad number of firms from all marketplace data.
- Launch Survey.

**Milestone:**

- Tables from online survey cross-tabulated by race/ethnicity/gender
  - Monthly Team Meetings
- **GSPC Personnel:** Principal Investigator, Sr. Economist, Anecdotal Analyst, Deputy Project Manager, Project Administrator, Data Analysts.
  - **City of Bridgeport Resources:** Review and approval of cross-tabulated tables.

8. POLICY REVIEW – (September 11-December 8, 2023)

**Subtasks:**

- Identify and analyze relevant local, state and federal statutes, regulations, policies, procedures, practices, and programs governing procurement during the Study Period.
- Conduct in-depth interviews with the City staff with procurement responsibility regarding the methods of contracting and types of contracts issued.
- Review present and past procurement practices, policies, & procedures and determine whether such has or had a discriminatory effect or whether such assisted in providing a level playing field to MBEs and WBEs.
- Analyze City's apprenticeship program and any impacts this program may have in addressing any disparities found through this study.

**Milestone:**

- Draft Purchasing, Practices and Procedures Chapter
  - Monthly Team Meetings
- **GSPC Personnel:** Project Executive, Project Manager, Principal Investigator, Project Administrator.
  - **City of Bridgeport Resources:** Procurement personnel available for policy interviews. Approve Purchasing, Practices and Procedures Chapter.

9. **PREPARE DATABASES** – (November 6, 2023-January 26, 2024)

**Subtasks:**

- Cross reference databases to match work categories.
- Cross reference databases for race/ethnicity/gender assignments.
- Inform client of any data deficiencies.
- Provide client with databases to review prior to analysis.
- Make any adjustment to databases and prepare for analysis.
- Collect Supplemental data.

**Milestones:**

- Present preliminary databases to the City
- Monthly Progress Report, including report on the status of all data
- Monthly Team Meetings
  - **GSPC Personnel:** Project Executive, Project Manager, Principal Investigator, Sr. Economist, Deputy Project Manager, Project Administrator, Data Analysts.
  - **City of Bridgeport Resources:** Review inventory list of data files collected.

10. **CONDUCT RELEVANT MARKET ANALYSIS** – (January 29-February 9, 2024)

**Subtasks:**

- Establish the relevant geographic and product market area for each contract classification using contract dollars' construction and construction related professional services.

**Milestones:**

- Relevant Market Determination with Tables
- Monthly Progress Report
- Monthly Team Meetings
  - **GSPC Personnel:** Project Manager, Chief Statistician, Data Analysts, Senior Economist, Principal Investigator, Temporary Data Entry Personnel.
  - **City of Bridgeport Resources:** No additional efforts required.

11. **CONDUCT UTILIZATION ANALYSIS** –February 12-March 15, 2024)

**Subtasks:**

- Conduct analysis for the Relevant Market.
- Determine utilization of firms by work category and grouped into major contract classifications construction and construction related professional services.
- Under each major contract classification, determine utilization of firms by number of firms, number of contracts, and dollar values for each race/ethnicity/gender, disaggregated by year.
- For each contract classification, determine the number of MBEs and WBEs that were awarded contracts as compared to non-MBEs and WBEs.
- For each contract classification, determine the number of contracts awarded to each MBE and

WBE and the total dollar amounts awarded to each MBEs and WBEs, disaggregated by year.

**Milestones:**

- Determine Utilization with Tables on all awards
- Monthly Progress Report
- Monthly Team Meetings
  - **GSPC Personnel:** Project Manager, Data Analysts, Senior Economist, Principal Investigator, Data Entry Personnel.
  - **City of Bridgeport Resources:** Approve Utilization tables.

12. CONDUCT AVAILABILITY ANALYSIS – (March 18-April 19, 2024)

**Subtasks:**

- Conduct analysis for the Relevant Market.
- Establish the number of available firms in each Race/ethnicity/gender in the relevant markets with respect to work category commodity codes.
- Disaggregate by the MBE and WBE status.
- Match list to Master MBE and WBE list (from certified lists in the City of Bridgeport, surrounding jurisdictions and State of Connecticut.
- Determine the percentage that are MBEs and WBEs.

**Milestone:**

- Availability Rate Tables
- Monthly Team Meetings
  - **GSPC Personnel:** Project Manager, Data Analysts, Senior Economist, Principal Investigator, Data Entry Personnel.
  - **City of Bridgeport Resources:** Approve Availability tables.

13. CONDUCT DISPARITY ANALYSIS – (April 22-May 3, 2024)

**Subtasks:**

- Conduct analysis for the Relevant Market.
- Compare utilization (percentage of dollars) and availability data (percentage of firms) to determine the levels of disparity (if any).
- Calculate the disparity indices for each work category by: each Race/ethnicity/gender.

**Milestone:**

- Determine Disparity Indices with Tables
- Monthly Team Meetings
  - **GSPC Personnel:** Project Manager, Data Analysts, Senior Economist, Principal Investigator, Data Entry Personnel.
  - **City of Bridgeport Resources:** No additional resources required.

14. CONDUCT STATISTICAL SIGNIFICANCE TESTS – (April 22-May 17, 2024)

**Subtask:**

- Conduct standard deviation tests on disparities.

**Milestones:**

- Draft of Statistical Chapter
  - Monthly Progress Report
  - Monthly Team Meetings
- **GSPC Personnel:** Project Manager, Chief Statistician, Data Analysts, Senior Economist, Principal Investigator, Temporary Data Entry Personnel, Local Subcontractor.
  - **City of Bridgeport Resources:** Approve Statistical Chapter.

15. CONDUCT AND ANALYZE ANECDOTAL INTERVIEWS- (October 2-December 15, 2023)

**Key Activities:**

- Collect samples for anecdotal interviews.
- Conduct 30 anecdotal Interviews of random sample of vendors and document any accounts of marketplace discrimination with an equal number from each study groups.
- Document all evidence or lack of evidence found.
- Organize interviews and condense into groups with quotations.
- Quantify pervasive anecdotal responses in a table.

**Deliverables:**

- Provide redacted first page of interviews (anonymous)
  - Monthly Progress Report
- **GSPC Personnel:** Project Executive, Project Manager, Anecdotal Analyst, Deputy Project Manager, Project Administrator, Data Analysts.
  - **City of Bridgeport Resource:** Request that the City of Bridgeport provide a letter to accompany anecdotal requests and put announcements on the City of Bridgeport website.

16. COLLECT AND ANALYZE ANECDOTAL EVIDENCE- (December 26, 2023-April 12, 2024)

**Key Activities:**

- Collect email addresses for email blasts.
- Interview other members of business and civic communities around the City of Bridgeport that are recommended or desire to be interviewed (separately from random sample).
- Document all evidence or lack of evidence found.
- Use vendor lists to pull random sample for focus groups.
- Call firms to request participation in focus groups, also post on the website
- Conduct public hearings and focus groups.
- Organize evidence and condense into groups with quotations.
- Report statements from public hearings.

- Report findings from focus groups.

**Deliverables:**

- Draft Anecdotal Chapter
- Monthly Progress Report
- **GSPC Personnel:** Project Executive, Project Manager, Anecdotal Analyst, Deputy Project Manager, Project Administrator, Data Analysts.
- **City of Bridgeport Resources:** Request that the City of Bridgeport provide a letter to accompany anecdotal requests and put announcements on the City of Bridgeport website. Approve anecdotal chapter.

17. PRIVATE SECTOR ANALYSIS – (January 29-May 3, 2024)

**Subtasks:**

- Complete PUMS analysis: binary logistic regression on self-employment and multivariate linear regression of effects on earnings (expansion).
- Conduct an econometric analysis to determine the relationships between race/ethnicity/gender factors in explaining the levels of disparity among firms by MBE and WBE category and the impact of race/ethnicity/gender on firm capacity utilizing information obtained during the GSPC Survey of Business Owners (education of the owners, age of firm or length of time principal has conducted business, gross revenues, bonding, financial standing, race/ethnicity/gender).
- Determine through anecdotal and other reported or documented accounts of any past or present discriminatory practices and patterns of trade associations, unions, suppliers, lending institutions, sureties, and insurance companies, and contractors.
- Create utilization and disparity tables from building permits, FW Dodge and CMD Group data. Investigate nexus between private sector and the City.
- Credit tables on mortgage loans denials from HMDA data.
- Conduct regression in local survey data on loan denials by race/ethnicity/gender.
- Conduct logit analysis on barriers to credit in the Panel Study on Entrepreneurial Dynamics. See if the results are confirmed in the GSPC Survey of Business Owners.

**Milestones:**

- Draft Private Sector Chapter
- Monthly Progress Report
- Monthly Team Meetings
- **GSPC Personnel:** Project Executive, Project Manager, Sr. Economist, Project Administrator.
- **City of Bridgeport Resources:** Approve Private Sector Analysis.

18. COMPLETE FINDINGS AND RECOMMENDATIONS- (May 20-June 7, 2024)

**Subtasks:**

- Identify Overall findings of the Study, including impact of past race-neutral and race conscious initiatives of the City.
- Complete Recommendations for modifications or revisions to existing policies, programs, laws, rules, regulations, procedures, processes, or practices based upon the findings of the study.
- Determine whether the City should create any new programs or program elements to assist in

creating or maintaining a level playing field for all firms to participate equally in the procurement process.

- Recommend race/gender neutral programs, and if indicated, race conscious programs.
- Perform Policy Review by reporting on successful MBE and WBE and race/gender neutral programs from other jurisdictions that may be recommended to the City. Further explain why such programs are successful. Specifically review set asides, contract goals, mentor-protégé programs, and price preference.
- Recommend any changes or processes that the City should institute to carry out any recommendations made by GSPC (increased staffing & resources) and that would be compatible for the City's data system.
- Provide a best practices review of existing policies and recommendations.

***Milestones:***

- Draft of Findings and Recommendations
- Monthly Progress Report
- Monthly Team Meetings
  - ***GSPC Personnel:*** Project Executive, Project Manager, Principal Investigator, Sr. Economist, Legal Analyst, Anecdotal Analyst, Deputy Project Manager, Project Administrator.
  - ***City of Bridgeport Resources:*** Approve findings and recommendations.

**19. DRAFT REPORT – (June 10-June 21, 2024)**

***Subtasks:***

- Initial Draft
- Complete Draft of Full Study

***Milestones:***

- Rough Draft of Full Study
- Monthly Progress Report
- Monthly Team Meetings
  - ***GSPC Personnel:*** Project Executive, Project Manager, Principal Investigator, Sr. Economist, Legal Analyst, Anecdotal Analyst, Deputy Project Manager, Project Administrator, Data Analysts.
  - ***City of Bridgeport Resources:*** Provide comments to draft report.

**20. CITY STAFF REVIEW (2 weeks) AND REVISE TO FINAL REPORT-  
(July 8-July 19 2024)**

***Subtasks:***

- Meet with the City representatives to answer questions regarding the findings and analyses of the disparity study.
- Make any additional revisions as requested.

***Milestones:***

- Final Report
- Executive Summary

- Monthly Team Meetings
  - **GSPC Personnel:** Project Executive, Project Manager, Principal Investigator, Sr. Economist, Legal Analyst, Project Administrator, Graphic Designer.
  - **City of Bridgeport Resources:** Availability of personnel to meet to review findings and analyses and to make any additional revisions.

21. PRESENTATIONS- (July 5-July 31, 2024)

**Subtasks:**

- Orally present the study to the City or as otherwise directed, outlining the findings.

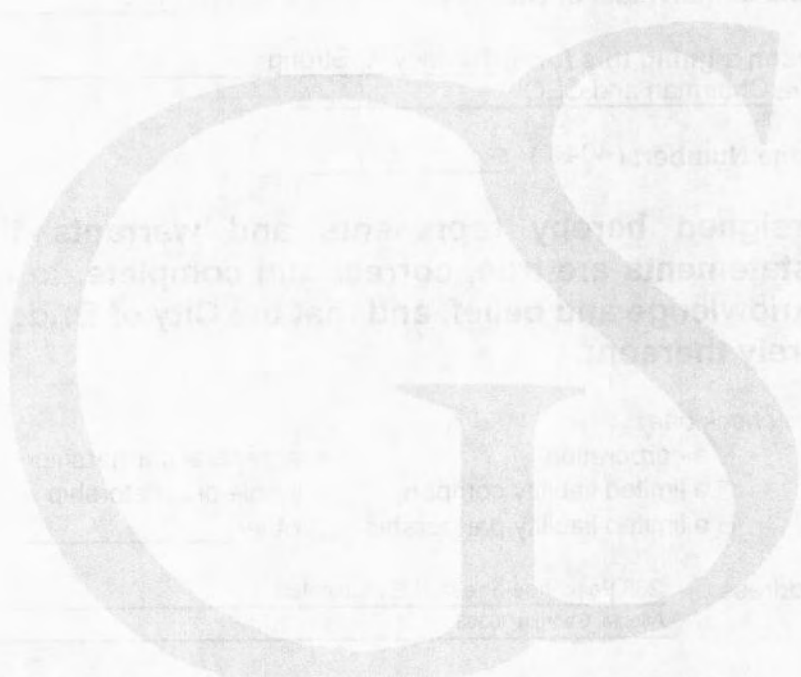
**Milestones:**

- Second Presentation
- PowerPoint Presentations of Final Report to appropriate entities
  - **GSPC Personnel:** Project Executive, Project Manager, Principal Investigator, Sr. Economist, Legal Analyst, Project Administrator, Graphic Designer
  - **City of Bridgeport Resources:** As determined by the City of Bridgeport for presentations.



**Appendix**

THESE FINDINGS INDICATE THAT THE CITY'S CURRENT  
POLICY TO AWARD PURCHASES TO THE CITY'S SUPPLIER  
AND ACCURATELY COMPLETE THE DISBURSEMENT  
THERE IS INSUFFICIENT & A COMPANY WITH  
ADDITIONAL SHEETS



years of financial performance and  
the company's ability to  
provide the services  
required by the City and  
the County. The City and  
County are required to  
ensure that the services  
provided are of the highest  
quality and that the costs  
are reasonable. The City  
and County are also  
required to ensure that  
the services are provided  
in a timely and efficient  
manner.

The City and County are  
required to ensure that  
the services are provided  
in a timely and efficient  
manner. The City and  
County are also required  
to ensure that the  
services are provided  
in a timely and efficient  
manner. The City and  
County are also required  
to ensure that the  
services are provided  
in a timely and efficient  
manner.

What are the risks associated with this  
procurement process?  
The risks associated with this  
procurement process include  
the possibility of receiving  
incomplete or inaccurate  
information from the  
suppliers, the possibility of  
receiving bids from  
suppliers who are not  
qualified to provide the  
services, and the possibility  
of receiving bids from  
suppliers who are not  
willing to provide the  
services at the lowest  
price.

How can these risks be  
mitigated?  
The risks associated with this  
procurement process can be  
mitigated by implementing  
the following measures:  
1. Conduct a thorough  
pre-qualification process  
to ensure that only  
qualified suppliers are  
allowed to bid for the  
services.  
2. Implement a robust  
bid opening process to  
ensure that all bids are  
received and evaluated  
fairly and accurately.  
3. Implement a robust  
contract management  
process to ensure that  
the services are provided  
in a timely and efficient  
manner.

**NO CONFLICTS / DISCLOSURE FORM**

**EVERY BUSINESS OR INDIVIDUAL THAT IS ISSUED A NOTICE OF INTENT TO AWARD PURSUANT TO THE CITY'S PURCHASING ORDINANCE (Section 3.08.070, AS AMENDED), MUST FULLY AND ACCURATELY COMPLETE THIS DISCLOSURE FORM. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.**

Name of Individual or Business: Griffin & Strong, P.C.

Person signing this form: Rodney K. Strong

Title: Chairman and CEO

Phone Number: (404 ) 584 -9777

**The undersigned hereby represents and warrants that the following statements are true, correct and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:**

1. Business is (*check one*)

- a corporation
- a general partnership
- a limited liability company
- a sole proprietorship
- a limited liability partnership
- other \_\_\_\_\_

2. Business Address: 235 Peachtree Street, N.E., Suite 400  
Atlanta, Georgia 30303

3. State of incorporation or organization:  Connecticut (also registered as foreign corp)  
 Other Georgia

4. What other trade names does the Business use, if any?

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

5. Fed. ID or SS # 58-2086394  
DUNS # 839688884  
CT Contractors # \_\_\_\_\_

CT State ID # \_\_\_\_\_  
SAM # \_\_\_\_\_  
Other pertinent license #s (if any)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



8. Has the Business, any parent, affiliate or subsidiary company, or any of their respective officers, directors, owners, general partners, managing members, within the past three (3) years been convicted of, entered a plea of guilty, entered a plea of *nolo contendere*, concluded or served a sentence imposed for, or otherwise admitted to:

- |   | <u>Yes</u>               | <u>No</u>                           |
|---|--------------------------|-------------------------------------|
| a) the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) the violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subcontract?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) fraudulent, criminal or other seriously improper conduct while participating in a joint venture or similar arrangement.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) willfully failing to perform in accordance with the terms of one or more public contracts, agreements or transactions?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) having a history of failure to perform or a history of unsatisfactory performance of one or more public contracts, agreements or transactions?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) willfully violating a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 7, EXPLAIN ON AN ATTACHED SHEET.**

9. Initial as appropriate below:

None of the persons listed herein is related by blood or marriage to any City of Bridgeport government official or employee. RKS (Initial)

OR

One or more of the persons listed herein is related by blood or marriage to a City of Bridgeport government official or employee. (Explain in detail below or attach additional sheet if necessary). \_\_\_\_\_ (Initial)

- 
- 
10. Does the Business, any parent, affiliate or subsidiary company, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents have any business or familial relationship, through ownership, directorship, contractual arrangement, control, or other arrangement with any of the subcontractors to be used on the work involved in the bid for which this form is being submitted? No

**IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 9, EXPLAIN ON AN ATTACHED SHEET.**

11. Read and initial at the end of the following paragraph:

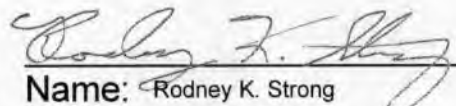
BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS, ITS PARENT, AFFILIATES OR SUBSIDIARIES AND THE CITY OF BRIDGEPORT. RKS (Initial)

12. Read and initial at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE PROMPTLY UPDATED UPON ANY CHANGE. RKS (Initial)

**WARNING: Falsifying information on this form, or failing to promptly notify the City of changes to the information contained in it during the course of the Business' performance of the work will constitute a default under any contract or purchase order awarded to the Business, and will permit the City to terminate its contract with the Business and pursue its legal rights and remedies as to such Business or persons associated therewith.**

Dated: April 18, 2023

  
Name: Rodney K. Strong  
Title: Chairman and CEO  
duly-authorized





## Department of Purchasing & Contract Compliance

Mario Avery, MBA, MCA  
Contract Compliance Administrator

Suite 1168  
130 Peachtree Street, S.W.  
Atlanta, GA 30303  
[www.fultoncountyga.gov](http://www.fultoncountyga.gov)

Main: (404) 612-6300

July 20, 2021

Mr. Rodney Strong  
GRIFFIN & STRONG, P.C.  
235 Peachtree Street, NE  
Suite 400  
Atlanta, GA 30303

Dear Mr. Strong:

The Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("MFBE") recertification. Based on our evaluation of the information submitted, your firm has met the requirements for certification renewal.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as a MFBE three months prior to the certification expiration date. Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in management, ownership or control of your firm, you are required to update your firm's profile. If your firm relocates during the certification period please update your profile as well. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise (MFBE) Directory.

If you have any questions or require further assistance, please feel free to contact our office at (404) 612-6300. We wish you continued success in your business endeavors.

Sincerely,

Mario Avery  
Contract Compliance Administrator



North Carolina  
Department of Administration  
Office for Historically Underutilized Businesses

Pamela B. Cashwell  
*Secretary*

Tammie Hall  
*Director*

November 2, 2022

Susan Johnson  
Griffin & Strong, P.C. (Minority Owned)  
235 Peachtree Street, N.E.  
Suite 400  
Atlanta, GA 30303

Dear Susan Johnson:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This certification will remain in effect for four (4) years from the date of this letter.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. In addition, please be advised your status may be changed if there is a 3rd party challenge granted against your firm. The link to the HUB Office 3rd party challenge form can be located at <https://files.nc.gov/ncdoa/documents/ThirdpartyEligibilityChallengerev080811.pdf>. All information submitted to the Office for Historically Underutilized Business is subject to audit and review.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at <http://www.doa.nc.gov/hub/programs.aspx?pid=swuc> to locate the local office near you. Another great resource is the Small Business and Technology Development Center at [www.sbtcd.org](http://www.sbtcd.org) for free personalized business assistance and counseling.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program. We are committed to assisting you through the process with the completion of the Preliminary Business Development and Supportive Services Assessment Survey, located on the HUB Office website under the Certification Tab. The information will provide an overview of your company which will assist us in appropriately aligning contract opportunities that you are ready, willing and able to pursue.

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,  
**Tammie Hall**

Tammie Hall  
Director



## Go-DBE: Recertification Approval

Tennessee Office of Diversity Business Enterprise <tn@diversitysoftware.com>

Tue 2/21/2023 11:27 AM

To: Susan Johnson <susan@gspclaw.com>

Rodney Strong  
GRIFFIN & STRONG, P.C.  
235 PEACHTREE STREET, N.E.  
SUITE 400  
ATLANTA, GA 30303

Dear Business Owner:

Congratulations! The Governor's Office of Diversity Business Enterprise is pleased to inform you that **GRIFFIN & STRONG, P.C.** has been re-certified to be a **Minority Business Enterprise (MBE) as defined in T.C.A. 2-3-1102 et. seq.**

Your certification is valid for a period of three (3) years expiring on **January 30, 2026**. This letter will serve as proof of your continued certification with the Governor's Office of Diversity Business Enterprise. Your certificate will remain active and in good standing as long as you update by renewal at each interval within the appropriate timeframe. Your firm will be included in the Certified Directory which is published on our website.

### **Certification Renewal:**

To renew your certification with the Governor's Office of Diversity Business Enterprise, business owners must complete a re-certification application located on the TN Diversity Software at <https://tn.diversitysoftware.com> not more than sixty (60) days prior to the expiration date of their original certification date.

A copy of your most recent federal tax return is required for all certification renewals. Failure to renew your certification within sixty (60) days of expiration will require your company to repeat the certification process in its entirety.

### **Changes in the business status:**

Certified diversity businesses must notify the Governor's Office of Diversity Business Enterprise in writing within five (5) calendar days of any changes that affect the diversity status of the business including but not limited to ownership, management, officers, contact information, and any other change(s). Information must be provided in writing to our office within the time frame specified. Failure to notify this office of such changes may affect the status of your certification.

Page 2

ATTN: Rodney Strong

Date: February 21, 2023

Also, your contact information must be accurate and up to date at all times. Failure to maintain accurate and updated contact information including, but not limited to, address, telephone number, facsimile number, and e-mail address may be cause for your firm's diversity certification status to become Inactive in our Certified Directory.

Please note the following:

All business owners seeking certification renewal must submit a copy of their most recent federal tax return. Firms that met the requirement for certification based on reciprocity from an approved certification agency must submit a copy of their current certification at the time of renewal.

All out-of-state businesses must submit evidence of an existing certification from their home state at the time of their initial registration and at each renewal period. Businesses certified as a Small Business Enterprise (SBE) meeting with the guidelines for number of employees, must submit copies of the prior three (3) Employer Quarterly Statements SF Form 941 and a copy of their most recent tax returns, including all schedules at the time of renewal.

If you have any questions regarding your certification, please contact Richard Van Norman, Diversity Business Liaison, at 615-253-4654.

Richard Van Norman  
Diversity Team Lead [IbITNRichardVanNorman]

This message was sent to: "Susan Johnson"  
Sent on: 2/21/2023 10:27:01 AM  
System ReferenceID: 186835187

**REQUEST FOR QUALIFICATIONS  
with SEALED PRICE PROPOSAL**

**SMX081234**

**DISPARITY STUDY REGARDING MINORITY  
PARTICIPATION IN CONTRACTING**

**Submissions due Wednesday, April 19, 2023 @ 2pm**



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

The City of Bridgeport, Connecticut requests proposals from firms to conduct a new disparity study to examine whether there is significant evidence of disparities in public contracting as it pertains to race and gender. This study will build on the work conducted two decades ago in the City of Bridgeport, which is the basis for the City's existing Small and Minority Business Enterprise ordinance. This new study will provide fresh data and analysis regarding disparities in the City's procurement processes and may serve as a basis for new or amended remedial action taken by the City to address such disparities.

The selected firm will be expected to create the disparity study by engaging with key stakeholders, collecting evidence, examining data and trends, and making recommendations for remedial action to address any disparities that may exist within City procurement and contracting. Any recommendations with respect to remedial actions should be supported by data and anecdotal evidence and should address any disparities found in a manner that comports with relevant state and federal case law and statutes. Ultimately, only the Mayor, City Administration, and City Council can adopt and impose remedial measures which may address any findings in the disparity study conducted in accordance with applicable law.

<b>Request for Qualifications Issued:</b>	<b>March 22, 2023</b>
<b>Date For Submission of RFQ/P:</b>	<b>April 19, 2023 @ 2:00pm</b>
<b>Period For Examination of RFQ/P:</b>	<b>April 19-21, 2023</b>
<b>Period For Interviews:</b>	<b>Early May 2023</b>
<b>Notice of Award:</b>	<b>July 2023</b>

The City anticipates that negotiation of a contract with the selected firm shall be completed and approved by the Council shortly after the Notice of Award, that the study will be started promptly thereafter.

This RFQ/P may be eligible for consideration pursuant to the City of Bridgeport Minority and Buy Local Program. For more information, please visit the Municode Library by clicking [here](#).

To receive consideration as a Minority Business Enterprise (MBE) and/or as a City Based Business (CBB) in conjunction with this invitation to bid, certifications of the vendor's current MBE and/or CBB status must be included as part of the bid package at the time of bid submission. Consistent with the terms of City Ordinance 3.12.130 no submission of either MBE or CBB certification will be accepted when such certification(s) is/are not submitted as part of the bid package at the time of bid submission

## PART ONE: SCOPE OF WORK

This is a solicitation for professional qualifications in accordance with Section 3.08.070(F4&G4) of the City of Bridgeport, Connecticut Municipal Code. The City seeks a consultant to provide a disparity study to examine, analyze and present information regarding disparities that may exist in municipal procurement based on race and/or gender. Such an analysis shall be supported by statistical and anecdotal information collected from City of Bridgeport records and information collected from the community.

**Evidence to be Collected and Evaluated.** Evidence bearing on the existence of racial and gender discrimination in contracting should be as reliable and complete as possible. The City understands that such evidence can emerge from many diverse sources of information having varying degrees of quality and reliability, including evidence of actual discrimination taken from personal experience, statistical analyses of available data, anecdotal evidence of perceived discrimination, or systematic, historic, institutional or nascent barriers impeding or preventing minority-owned companies from entering the public contracting marketplace. The successful proposal should consider, but should not be limited to, the following matters:

- Types of evidence available, and the most efficient gathering techniques (for example, phone or mail surveys, personal interviews)
- Definition of the Bridgeport local market area to be studied
- Identification of available City information sources
- Degree of reasonable assistance needed from City departments and employees in raw evidence gathering
- Conducting public hearings
- Identification of other available public and quasi-public information sources at local, state and federal levels
- Identification of other available information from private sector businesses, including construction, financial, manufacturing, service, development, insurance, surety, legal, accounting, architectural, engineering, and consulting companies
- Identification of information in public and private sector organized labor
- Identification of information available from watchdog organizations

### **Questions to be Answered.**

1. Is there a disparity between the percentage of minority firms participating in City procurements versus the percentage of such firms that exist in the City of Bridgeport market area?
2. Does racial and/or gender discrimination play a role in limiting the participation of minority-owned firms in construction contracting and subcontracting?
3. Do various aspects of procurement, such as bonding and insurance requirements, large project size, insufficient subcontracting opportunities, proposal or estimating costs or the lack of resources to prepare them, lack of working capital, pre-qualification requirements, lack of previous dealings with a department or agency, and the like, make it difficult or impossible to obtain construction contracts or discourage minority-owned firms from bidding?
4. How do the disparities in public procurement break down statistically on the basis of race, ethnicity, and/or gender?
5. What barriers, if any, do minority businesses face when seeking credit from financial institutions, and is there disparate treatment between businesses seeking credit based on racial, ethnic, gender, or other factors?
6. Do prime contractors who use minority firms on public or private sector projects having minority hiring goals or requirements also use the same minority firms on public or private sector projects where there are no goals or requirements?
7. Are the City's current remedial actions with respect to encouraging local, small, and minority-owned businesses effective at addressing disparities which could exist in public procurement?
8. What is the current state of law with respect to remedial actions which may be implemented by the City to address any disparities that are identified as a result of this study?

**Findings.** The selected firm will be required to objectively analyze the evidence collected and report its findings in sufficient detail, with supporting documentation, where documentation is available, to support such findings. Such findings shall include: whether and to what extent discrimination in contracting came to light from the evidence collected; whether and to what extent such evidence was sufficient to answer the questions presented; whether relevant evidence was difficult to access, analyze or draw conclusions from; and whether such evidence is deemed sufficient to meet established legal standards upon which findings of discrimination can be made. The selected firm will provide its findings to the City in preliminary form for review as to clarity, level of detail, and general compliance with the requirements of the contract, after which such findings shall be incorporated into a final report and prepared for publication, distribution and presentation in the manner requested by the City.

**Recommendations Sought.** The selected firm will be required to make recommendations based upon the results of the study. In the case of any discrimination in contracting that may be found, the firm's recommendations shall be consistent with applicable law and identify whether the firm believes that there exists significant evidence of discrimination that require a remedy fashioned for those segments or sectors of the minority contracting community, including the Identified Minorities, deemed to have suffered from such discrimination. Such recommendations shall include as many options and alternatives as possible. Any such recommendations shall not be binding upon the City, which retains the sole right and responsibility to determine whether there is significant evidence of discrimination to create a compelling government interest in fashioning a particular remedy or particular remedies.

**Monthly Progress Reports.** Consultant shall report no less than on a monthly basis to the City with an update as to the consultant's activities, needs, and progress towards the final product.

**Notice of Changes in Methodology of Evidence-Gathering.** The proposer shall promptly notify the City if it seeks to change its methodology for conducting any portion of the study.

**Prompt Identification of all Sources of Information.** The proposer shall identify early on in the process all sources of information that are needed to be provided by the City so that City officials will have adequate time to collect such data, so as not to unduly delay the study.

**Prompt Disclosure of Delays, Causes, and Suggested Action.** The proposer will be required to promptly disclose any delays in the progress or completion of the study, the reasons therefor, and the steps the proposer intends to take to minimize and overcome such delays.

**Preliminary Findings and Recommendations.** The proposer shall submit a preliminary draft of its findings and conclusions for the City's review prior to the finalization of the study and its recommendations.

**Final Report and Recommendations.** The proposer will submit a final report to the City with recommendations in a format approved by the City.



## PART TWO: EVALUATION CRITERIA

A selection committee will evaluate the proposals of all qualified firms. The committee shall consist of various members of the City Administration, the City Council, and members of various stakeholder organizations.

**Specialized Experience and Technical Competence – 25 pts:** The proposer should demonstrate experience in the following areas: (a) identifying and collecting information from various public and private sources related to minority firms, utilization of such firms in public and private contracting, availability of such firms for public and private contracting, discrimination against such firms in public and private contracting, barriers or hindrances to such firms participating in public and private contracting, and similar evidence described herein; (b) developing reliable statistical, factual and anecdotal information concerning minority firms and their participation in public and private contracting; (c) performing credible analyses and making legally-sustainable recommendations, with alternatives, related to remedies that might be pursued to correct evidence of any discrimination found; (d) providing quality services based on evaluation of the proposer's quality management plan (consideration will be given to the management approach, scheduling and coordination of disciplines and subcontractors, cost and quality-control procedures, and prior experience on similar studies); (e) adhering to project budgets and schedules; and (f) satisfactory completion of prior projects of this type.

**Professional Qualifications – 25pts:** The proposer should demonstrate that it has registered or licensed professional personnel, where registration or licensing is required by law, in the key disciplines that will be involved in the study. The evaluation will consider education, training, registration or licensing, overall and relevant experience, and longevity with the proposer or continuing of work in the same field. Some professional services may be provided on a subcontracted basis, which subcontractors must be identified in the proposal. The City reserves the right to reject respondents, at its sole discretion, where it appears that a significant portion of the anticipated work cannot be performed in-house.

**Capacity of the Firm – 25pts:** The evaluation will consider the proposer's experience with similar studies and available capacity of key disciplines required to perform the work within the required time frames established.

**Knowledge of the Legal Standards Applicable – 25pts:** The proposer should demonstrate its knowledge and experience with the most recent legal standards established by the highest courts having jurisdiction in the area of determining discrimination in contracting on the basis of race and/or gender; whether discrimination that is found is significant enough to create a compelling governmental interest to remedy such discrimination; and whether a particular recommendation for remedial action is tailored specifically to remedy the type of discrimination found.

### **PART THREE: SELECTION PROCESS**

Those firms that are entitled to the award of Evaluation Credits will receive them and the firms will be rated and ranked based on their qualifications. The selection committee will apply appropriate selection criteria in a fair, objective manner until the most qualified firm is selected. The selection team will evaluate each firm's knowledge and experience with the type of study the City is seeking, the quality of the firm's personnel to be assigned to the study, the firm's methodology and means for conducting the study, and its ability to perform the work competently and in a timely fashion. An evaluation scoresheet will be used during the proposal review process and during any personal interviews that may be conducted with proposers

The Selection Committee may then create a list of up to four (4) firms and will conduct interviews of such firms. The Selection Committee will use the initial rating and ranking of qualifications, the interview results, and the price proposals to arrive at a final selection.

### **PART FOUR: REQUESTS FOR INFORMATION, AMENDMENTS TO SOLICITATION**

The City reserves the unilateral right to amend this RFQ/P in writing at any time. The City also reserves the right to cancel or reissue the RFQ/P at its sole discretion. The City shall post copies of the RFQ/P and amendments on BidSync. It shall be the responsibility of the firm to inquire about additional information or clarification as to any aspect of the RFQ by submitting questions on BidSync.

Questions will be received until **5:00pm, April 5, 2023** and must be posted on [www.bidsync.com](http://www.bidsync.com)

All firms are obligated to become familiar with such questions and answers and to submit or revise their responses accordingly. The City assumes no responsibility for a firm's failure to read questions and answers and to revise their responses accordingly.

## **PART FIVE: PROPOSALS**

Each proposal must include, but is not limited to:

- Information about the history of the firm and relevant experience with respect to disparity studies of the kind contemplated herein;
- A project timeline with important milestones;
- Capacity of the firm to complete the project within the established timeline;
- The proposed methodology and workplan for the study;
- Support and data that will be required from the City or other entities to complete the study; and,
- An estimate of costs to complete the study (Note that exact pricing may be subject to negotiation between the selected firm and the City based on the final agreed upon scope and timeline for the project) to be provided in a sealed envelope along with submission.

## **PART SIX: PROFESSIONAL SERVICES AGREEMENT; BILLING AND PAYMENT; RIGHT OF REJECTION; EOE**

A draft Professional Services Agreement is attached as Exhibit A

Payments may be made within forty-five (45) days upon the submission of complete monthly invoices with all necessary backup documentation.

The City of Bridgeport may at any time prior to the selection of a firm reject any and all proposals and cancel this RFQ, without liability therefor, when doing so is deemed to be in the City's best interests. Further, regardless of the number and quality of proposals submitted, the City shall under no circumstances be responsible for any firm's cost, risk and expenses in preparing its proposal and participating in the selection process. The City accepts no responsibility for the return of successful or unsuccessful proposals. This RFQ in no way obligates the City to select a firm.

All applicable City ordinances are incorporated by reference as if fully set forth herein, including but not limited to the provisions regarding non-discrimination in employment (Section 3.12).

## **PART SEVEN: 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:

### **SMX081234 – MINORITY CONTRACTING DISPARITY STUDY**

Send your submissions to:

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

**RFQ with sealed Price Proposal submissions (RFQ/P) are due:  
2:00 PM, Wednesday, April 19, 2023**

**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.

# EXHIBIT A: PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the City of \_\_\_\_\_ and \_\_\_\_\_, a professional services provider, for the purpose of providing professional services to the City of \_\_\_\_\_.

WHEREAS the City of \_\_\_\_\_ is desirous of obtaining professional services from a qualified provider; and

WHEREAS the City of \_\_\_\_\_ is desirous of obtaining professional services from a qualified provider; and

WHEREAS the City of \_\_\_\_\_ is desirous of obtaining professional services from a qualified provider; and

WHEREAS the City of \_\_\_\_\_ is desirous of obtaining professional services from a qualified provider; and

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WHEREAS the City of \_\_\_\_\_ is desirous of obtaining professional services from a qualified provider; and

WHEREAS the City of \_\_\_\_\_ is desirous of obtaining professional services from a qualified provider; and

## PROFESSIONAL SERVICES AGREEMENT

### Disparity Study Regarding Minority Participation in Contracting

**THIS AGREEMENT** between the parties dated the \_\_\_ day of \_\_\_\_\_, 2023 (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 999 Broad Street, Bridgeport, Connecticut 06604 (the "City") on the following terms and conditions:

**WHEREAS**, the City advertised a Request for Qualifications ("RFQ") on \_\_\_\_\_, 2023 for the purpose of studying the disparity in the City of Bridgeport's contracting services with small and minority businesses, such RFQ is attached hereto as **Exhibit A**;

**WHEREAS**, the Consultant submitted responsive documents on \_\_\_\_\_, 2023, which are attached hereto as **Exhibit B**; and

**WHEREAS**, the Board of Public Purchases reviewed the solicitation and selection process at their meeting on \_\_\_\_\_, 2023, **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 [ funding source] 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 \_\_\_\_\_, **2023**, or until the earlier termination of this Agreement as

provided herein, whichever occurs first ("Term"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City.

3. Contract Time. The initial Assessment shall be due on or before [redacted], 2023. The City will have 15 days to review the initial Assessment and provide feedback to the Consultant during with time the City and the Consultant shall meet to discuss the initial Assessment. Consultant shall complete the final assessment the earlier of [redacted], 2023, 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) 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.

(d) 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.

(e) 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 City **[frequency]** 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 **[funding source]**. 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 of **[total contract amount]**.

(b) Payment. The Consultant will submit invoices to the City 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 City 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.

## 12. Remedies & Liabilities.

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

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6

("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

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

If to the City:

Director, Small & Minority Business Resource 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: \_\_\_\_\_

\_\_\_\_\_

**CONSULTANT**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

duly-authorized

\_\_\_\_\_

**Exhibit A**  
**Requests for Qualification and Proposals**

**Exhibit B**

**Consultant's Proposal**

Office of the City Attorney Use Only

I:/JTM/Minority Disparity Study/City Attorney—Professional Services Agreement ( )—03162023

**Exhibit C**  
Scope of Work

Item# \*09-23 Consent Calendar

Settlement of Pending Litigation in the Matter of  
Lonnie Blackwell Docket No. 3:21-cv-778 (KAD).



**Report  
of  
Committee  
on**

Miscellaneous Matters

City Council Meeting Date: January 16, 2024  
(Cancelled)  
Carried Over to February 5, 2024

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

Approved by: *[Signature]*  
Joseph P. Garrin, Mayor

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

RECEIVED  
CITY CLERKS OFFICE  
24 FEB -9 AM 4: 31

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. \*09-23 Consent Calendar**

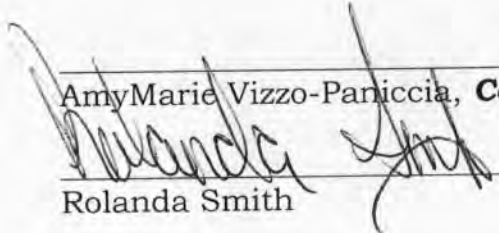
**WHEREAS**, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

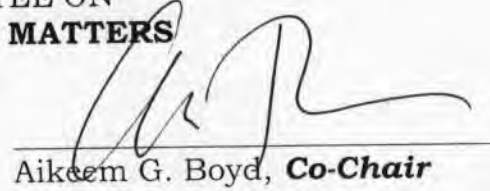
**WHEREAS**, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

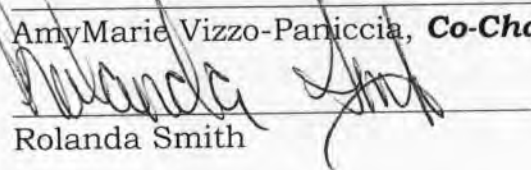
**RESOLVED**, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>Name</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Settlement</u>
Lonnie Blackwell	Racial Discrimination	Willinger, Willinger & Bucci, P.C. 1000 Bridgeport Ave Suite 501 Shelton, CT 06484	\$35,000.00 to Lonnie Blackwell and \$10,000 Willinger, Willinger & Bucci P.C. Total cost to the City \$45,000.00.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**MISCELLANEOUS MATTERS**

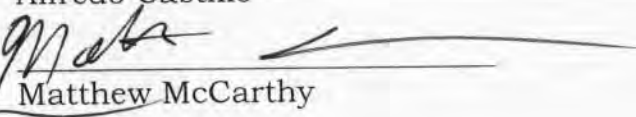
  
\_\_\_\_\_  
AmyMarie Vizzo-Paniccia, **Co-Chair**

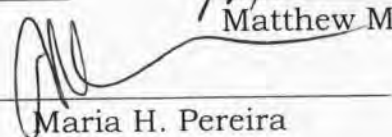
  
\_\_\_\_\_  
Aikeem G. Boyd, **Co-Chair**

  
\_\_\_\_\_  
Rolanda Smith

\_\_\_\_\_  
Alfredo Castillo

\_\_\_\_\_  
Tyler Mack

  
\_\_\_\_\_  
Matthew McCarthy

  
\_\_\_\_\_  
Maria H. Pereira

**City Council Date: January 16, 2024 Cancelled  
Carried Over to February 5, 2024**



Item # \*03-23 Consent Calendar

Grant Submission: United States Department of Transportation (US DOT) Reconnecting Communities and Neighborhoods - Congress Street Bridge Capital Construction (#24663).

**Report  
of  
Committee  
On**

**CEQA and Environment**

City Council Meeting Date: February 5, 2024

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

Approved by: \_\_\_\_\_  
Joseph P. Gordini, Mayor

Date Signed: *2/10/24*

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24 FEB 16 AM 2:39  
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. \*03-23 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
United States Department of Transportation (US DOT)  
Reconnecting Communities and Neighborhoods  
Congress St Bridge Capital Construction  
(#24663)**

**WHEREAS**, the **United States Department of Transportation (US DOT)** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Reconnecting Communities and Neighborhoods** grant program; and

**WHEREAS**, this funding will be used to rebuild the Congress Street Bridge, which formerly connected Downtown with the East Side neighborhood; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **US DOT Reconnecting Communities and Neighborhoods** grant program to fund this important piece of Bridgeport infrastructure.

**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 **US DOT** for the purpose of its **Reconnecting Communities and Neighborhoods** grant program.
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 **US DOT** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



# City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Economic and Community Development and Environment

Item No. \*03-23 Consent Calendar

-2-

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

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

\_\_\_\_\_  
Mary A. McBride-Lee, **Co-Chair**

\_\_\_\_\_  
Scott Burns

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Jorge Cruz, Sr.

\_\_\_\_\_  
Jazmarie Melendez

\_\_\_\_\_  
Eneida L. Martinez

City Council Date: February 5, 2024



## GRANT SUMMARY

PROJECT TITLE: **US DOT Reconnecting Communities and Neighborhoods – Congress St Bridge Capital Construction (#24663)**

NEW  RENEWAL  CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

**PROJECT SUMMARY/DESCRIPTION:** US DOT Reconnecting Communities and Neighborhoods (RCN) grant program seeks to reconnect communities by removing, retrofitting, or mitigating transportation barriers to community connectivity, including to mobility, access, or economic development. With this application, we are seeking a Capital Construction Grant to rebuild the Congress St Bridge, which formerly connected the East Side with Downtown, including the multi-modal transportation hub. US DOT funds will be matched with local funds and CT DOT Local Bridge funds which were previously awarded several years ago.

**CONTRACT PERIOD:** TBD

<b>FUNDING SOURCES (Including Match Funds)</b>	
Federal:	\$ 22,104,081.71
State:	\$ 12,000,000.00
City:	\$ 10,581,990.43
Other:	\$ 0

<b>GRANT FUNDED (PROJECT FUNDS REQUESTED)</b>	
Salaries/Benefits:	\$ 0
Supplies:	\$ 0
Construction:	\$ 22,104,081.71 (General construction including contingencies)
Contractual:	\$ 0

<b>MATCH REQUIRED</b>		
	CASH	IN-KIND
Construction:	\$ 22,581,990.43 (City cash accounts #8P663 and #1C663 as well as Local Bridge Program Funds)	\$ 0
Other:	\$ 0	\$ 0

Item # **\*05-23 Consent Calendar**

Grant Submission: Environmental Protection Agency  
(EPA) Environmental Justice Government-to-  
Government Program (#24574).

**Report**  
**of**  
**Committee**  
**On**

**CEQA and Environment**

City Council Meeting Date: February 5, 2024

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

Approved by: \_\_\_\_\_  
Joseph P. Ganin, Mayor

Date Signed: \_\_\_\_\_  
*2/16/24*

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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.** \*05-23 Consent Calendar

**A Resolution by the Bridgeport City Council  
Regarding the  
Environmental Protection Agency (EPA)  
Environmental Justice Government-to-Government Program  
(#24574)**

**WHEREAS**, the **Environmental Protection Agency (EPA)** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Environmental Justice Government-to-Government Program**; and

**WHEREAS**, this funding will be used to fund a "complete streets" project on a 0.5-mile stretch of East Main St which has seen a disproportionate number of pedestrian/cyclist accidents and fatalities; and

**WHEREAS**, this project will include new "alternative transportation" amenities as well as environmentally friendly infrastructure such as plantings and/or bioswales; and

**WHEREAS**, the City will partner with a community-based organization to facilitate community outreach meetings and assist with project implementation; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **Environmental Justice Government-to-Government Program** grant program to fund this important work.

**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 **US DOT** for the purpose of its **Reconnecting Communities and Neighborhoods** grant program.
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 **US DOT** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



City of Bridgeport, Connecticut  
Office of the City Clerk

Report of Committee on Economic and Community Development and Environment

Item No. \*05-23 Consent Calendar

-2-

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

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

\_\_\_\_\_  
Mary A. McBride-Lee, **Co-Chair**

\_\_\_\_\_  
Scott Burns

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Jorge Cruz, Sr.

\_\_\_\_\_  
Jazmarie Melendez

\_\_\_\_\_  
Eneida L. Martinez

Eneida L. Martinez

City Council Date: February 5, 2024



**GRANT SUMMARY**

PROJECT TITLE: **Environmental Protection Agency (EPA) Environmental Justice Government-to-Government Program (#24574)**

NEW  RENEWAL  CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

**PROJECT SUMMARY/DESCRIPTION:** The Environmental Justice Government-to-Government (EJG2G) program provides funding at the state, local, territorial, and tribal level to support government activities that lead to measurable environmental or public health impacts in communities disproportionately burdened by environmental harms. The City of Bridgeport is applying to fund a "complete streets" project on a 0.5-mile stretch of East Main St which has seen a disproportionate number of pedestrian/cyclist accidents and fatalities. This will include new "alternative transportation" amenities as well as environmentally friendly infrastructure (e.g. plantings and bioswales). The City will partner with Groundwork Bridgeport to facilitate community outreach meetings and assist with project implementation.

**CONTRACT PERIOD:** 12/1/2023 – 11/30/2026

<b>FUNDING SOURCES (Including Match Funds)</b>	
Federal:	\$ 1,000,000.00
State:	\$ 0
City:	\$ 0
Other:	\$ 0

<b>GRANT FUNDED (PROJECT FUNDS REQUESTED)</b>	
Salaries/Benefits:	\$ 0
Supplies:	\$ 2,500.00
Construction:	\$ 550,000.00 (General construction)
Contractual:	\$ 247,500.00 (Engineering)
Other:	\$ 200,000.00 (Subaward to Groundwork Bridgeport)

<b>MATCH REQUIRED - NONE</b>		
	CASH	IN-KIND
Construction:	\$ 0	\$ 0
Other:	\$ 0	\$ 0



Item# \*07-23 Consent Calendar

Grant Submission: United States Department of Transportation (US DOT) Reconnecting Communities and Neighborhoods - Route 8 Decking Community Planning (#24893).

**Report  
of  
Committee  
On**

**CEQD and Environment**

City Council Meeting Date: February 5, 2024

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

Approved by: \_\_\_\_\_  
Joseph H. Ganim, Mayor

Date Signed: \_\_\_\_\_  
*2/16/24*

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24 FEB 16 AM 2:39  
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. \*07-23 Consent Calendar

**A Resolution by the Bridgeport City Council  
Regarding the  
United States Department of Transportation (US DOT)  
Reconnecting Communities and Neighborhoods  
Route 8 Decking Community Planning  
(#24893)**

**WHEREAS**, the **United States Department of Transportation (US DOT)** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Reconnecting Communities and Neighborhoods** grant program; and

**WHEREAS**, this funding will be used to study the effects of a potential project to deck over sections of Route 8, reconnecting the Hollow neighborhood with Downtown Bridgeport; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **US DOT Reconnecting Communities and Neighborhoods** grant program to fund this important study.

**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 **US DOT** for the purpose of its **Reconnecting Communities and Neighborhoods** grant program.
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 **US DOT** 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

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Report of Committee on Economic and Community Development and Environment

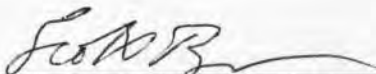
Item No. \*07-23 Consent Calendar

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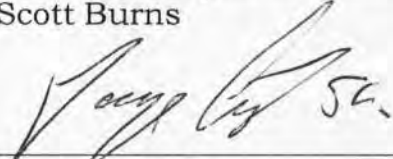
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT**

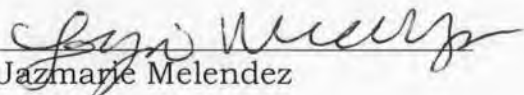
\_\_\_\_\_  
Maria I. Valle, **Co-Chair**

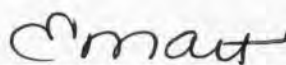
  
\_\_\_\_\_  
Mary A. McBride-Lee, **Co-Chair**

  
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Scott Burns

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Michelle A. Lyons

  
\_\_\_\_\_  
Jorge Cruz, Sr.

  
\_\_\_\_\_  
Jazmarie Melendez

  
\_\_\_\_\_  
Eneida L. Martinez

City Council Date: February 5, 2024



**GRANT SUMMARY**

PROJECT TITLE: **US DOT Reconnecting Communities and Neighborhoods – Route 8 Decking Community Planning (#24893)**

NEW  RENEWAL  CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

**PROJECT SUMMARY/DESCRIPTION:** US DOT Reconnecting Communities and Neighborhoods (RCN) grant program seeks to reconnect communities by removing, retrofitting, or mitigating transportation barriers to community connectivity, including to mobility, access, or economic development. With this application, we are seeking a Community Planning Grant to study the effects of a potential project to deck over sections of Route 8, reconnecting the Hollow with Downtown. Once completed, this project will have us well-positioned to apply for construction funds in a future grant round.

**CONTRACT PERIOD:** TBD

<b>FUNDING SOURCES (Including Match Funds)</b>	
Federal:	\$ 1,000,000.00
State:	\$ 0
City:	\$ 0
Other:	\$ 0

<b>GRANT FUNDED (PROJECT FUNDS REQUESTED)</b>	
Salaries/Benefits:	\$ 0
Supplies:	\$ 0
Construction:	\$ 0
Contractual:	\$ 1,000,000.00

<b>MATCH REQUIRED - NONE</b>		
	CASH	IN-KIND
Construction:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

Item# \*14-23 Consent Calendar

Grant Submission: State of Connecticut Department of Children and Families - Youth Services Bureau (#24532).

Report  
of  
Committee  
On

CEA and Environment

City Council Meeting Date: February 5, 2024

Attest: *Lydia N. Martinez*

Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Garlin*, Mayor

Date Signed: *2/16/24*

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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. \*14-23 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
State of Connecticut Department of Children and Families  
Youth Services Bureau (#24532)**

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

**WHEREAS**, this funding has been made possible through the **Youth Services Bureau**; and

**WHEREAS**, funds under this grant will be used to fund Youth Services administrative staff and non-profit organizations to provide direct program services for youth; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Children and Families** to support Youth Service Bureau activities;

**WHEREAS**, these activities will provide community youth with juvenile justice, mental health, pregnancy prevention, parental education, community outreach, and positive youth development services.

**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 Children and Families** for the purpose of its **Youth Services Bureau**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, to execute and file such application with the **State of Connecticut Department of Children and Families – Youth Services Bureau** 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

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Report of Committee on Economic and Community Development and Environment

Item No. \*14-23 Consent Calendar

-2-

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

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

\_\_\_\_\_  
Mary A. McBride-Lee, **Co-Chair**

\_\_\_\_\_  
Scott Burns

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Jorge Cruz, Sr.

\_\_\_\_\_  
Jazmarie Melendez

\_\_\_\_\_  
Eneida L. Martinez

City Council Date: February 5, 2024



## GRANT SUMMARY

---

PROJECT TITLE: **State of Connecticut Department of Children and Families – Youth Services Bureau (#24532)**

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Angelica Ojeda**

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

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport Department of Health and Social Services seeks funding to support youth programs funded through the Youth Services Division. Funding from this program will support recreation and outreach programs for Bridgeport youth. Services included in this program address critical issues such as juvenile justice, mental health, child welfare, teenage parenting, and youth development. The City will subcontract with nonprofit organizations to carry out these activities.

**CONTRACT PERIOD:** July 1, 2023 – June 30, 2024

### IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	
Federal:	\$0
State:	\$160,834
City:	\$115,866
Other:	\$0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Personnel	\$69,271 (\$51,042/\$18,229)
Contractual	\$76,563
Counseling	\$7,500
Mentoring	\$7,500

MATCH PROJECT FUNDS REQUESTED	
Contractual:	\$114,866 (General fund)
Supplies	\$200 (General fund)
Communication	\$300 (General fund)
Food	\$500 (General fund)



Item # \*15-23 Consent Calendar

Grant Submission: State of Connecticut Department of Children and Families - Youth Services Bureau Enhancement Grant (#24540).

**Report**  
**of**  
**Committee**  
**On**

CED and Environment

City Council Meeting Date: February 5, 2024

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

Approved by: \_\_\_\_\_  
Joseph P. Garim, Mayor

Date Signed: \_\_\_\_\_  
*2/16/24*

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CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

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

Item No. \*15-23 Consent Calendar

**A Resolution by the Bridgeport City Council  
Regarding the  
State of Connecticut Department of Children and Families  
Youth Services Bureau Enhancement Grant (#24540)**

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

**WHEREAS**, this funding has been made possible through the **Youth Services Bureau Enhancement Grant**; and

**WHEREAS**, funds under this grant will be used to provide funding to support juvenile justice programming; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Children and Families** to support the Juvenile Review Board.

**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 Children and Families** for the purpose of its **Youth Services Bureau Enhancement Grant**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, to execute and file such application with the **State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



# City of Bridgeport, Connecticut Office of the City Clerk

---

Report of Committee on Economic and Community Development and Environment

Item No. \*15-23 Consent Calendar

-2-

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

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

\_\_\_\_\_  
Mary A. McBride-Lee, **Co-Chair**

\_\_\_\_\_  
Scott Burns

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Jorge Cruz, Sr.

\_\_\_\_\_  
Jazmarie Melendez

\_\_\_\_\_  
Eneida L. Martinez

*City Council Date:* February 5, 2024



## GRANT SUMMARY

---

**PROJECT TITLE:** State of Connecticut Department of Children and Families – Youth Services Bureau Enhancement Grant (#24540)

**DEPARTMENT SUBMITTING INFORMATION:** Central Grants Office

**CONTACT NAME:** Angelica Ojeda

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

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport Department of Health and Social Services seeks funding to provide community youth with enhancements to existing juvenile justice, mental health, child welfare, pregnancy prevention, parental education, community outreach and positive youth development services. The City will continue to subcontract with Bridgeport's Juvenile Review Board to provide case management services to youth referred to Bridgeport's JRB for status and misdemeanor offense including linking youth to community opportunities and services to prevent them from reoffending. Positive interventions should include mentoring, tutoring, pro-social activities, and special events. Anticipated youth to be served 125.

**CONTRACT PERIOD:** July 1, 2023 – June 30, 2024

### IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	
Federal:	\$0
State:	\$17,208
City:	\$0
Other:	\$0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Contractual	\$17,208

Item# \*22-23 Consent Calendar

Grant Submission: re State of Connecticut Department of Public Health FY24 Per Capita Funding Allocation. (#24220).

Report  
of  
Committee  
On

CEA and Environment

City Council Meeting Date: February 5, 2024

Attest:

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

Approved by:

*Joseph S. Gorin*  
Joseph S. Gorin, Mayor

Date Signed:

*2/16/24*

RECEIVED  
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24 FEB 16 AM 2:40

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. \*22-23 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
State of Connecticut Department of Public Health  
FY 24 Per Capita Funding Allocation (#24220)**

**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 **State of Connecticut Department of Public Health FY 24 Per Capita Funding Allocation**; and

**WHEREAS**, funds under this grant will be used to support core public health functions; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Public Health** to support the monitoring of health status to identify and solve community health problems, identify and investigate health hazards in the community, inform, educate and empower persons in the community concerning, and enforce laws and regulations that protect health and ensure safety

**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 the **FY 24 Per Capita Funding Allocation**.
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 FY 24 Per Capita Funding Allocation** 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

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Report of Committee on Economic and Community Development and Environment

Item No. \*22-23 Consent Calendar

-2-

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

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

\_\_\_\_\_  
Mary A. McBride-Lee, **Co-Chair**

\_\_\_\_\_  
Scott Burns

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Jorge Cruz, Sr.

\_\_\_\_\_  
Jazmarie Melendez

\_\_\_\_\_  
Eneida L. Martinez

City Council Date: February 5, 2024



## GRANT SUMMARY

**PROJECT TITLE:** State of Connecticut Department of Public Health FY 24 Per Capita Funding Allocation (#24220)

**DEPARTMENT SUBMITTING INFORMATION:** Central Grants Office

**CONTACT NAME:** Angelica Ojeda

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

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport Health and Social Services Department is seeking funding made available to full-time health department programs via state aid. The purpose of this funding is to assist municipalities with monitoring health status to identify and solve community health problems, identify and investigate health hazards, inform, educate and empower persons in the community, and enforcing laws and regulations that protect health and ensure safety.

The FY 24 allocation of \$286,282.69 is based on a \$1.93 appropriation per resident based on the city's population (148,333). In addition, the funding not utilized from previous years in the amount of \$297,087.93 is being carried over. The total amount for this grant is \$583,370.62.

**CONTRACT PERIOD:** 7/1/2023-6/30/2024

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 583,370.62
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 271,519.19 (68.68% Director of Health, 46.445% of Public Health Emergency Coordinator, 100% Grants Coordinator, 100% Community Health & Safety Outreach Coordinator)
Contractual:	\$ 89,645.00 (Medical Advisor, annual inspection and maintenance of AED, increase outreach, address homelessness and opioids epidemics)
Supplies:	\$ 4,526.43 (General office supplies)
Software:	\$33,600.00 (SPSS, Abby, CureMD, Energov, GIS)
Marketing/Printing:	\$ 51,000.00 (Advertisements, Radio Ads)
Training:	\$ 17,500.00 (Staff development)
Vaccine Costs:	\$89,580.00 (Flu, Covid-19, school vaccines)
Miscellaneous:	\$26,000.00 (Print Shop, HIA fee)

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Salaries/Benefits:		



Item# **04-23**

Grant Submission: Connecticut Department of Economic and Community Development Office of Brownfield Remediation and Development – Municipal Grant Program (#24409). **WITHDRAWAL**

**Report  
of  
Committee  
on**

**DEED and Environment**

City Council Meeting Date: February 5, 2024

Attest: \_\_\_\_\_

*Lydia N. Martinez*

**Lydia N. Martinez, City Clerk**

Approved by: \_\_\_\_\_

**Joseph P. Ganim, Mayor**

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

RECEIVED  
CITY CLERKS OFFICE

24 FEB 23 PM 2:55

ATTEST  
CITY CLERK \_\_\_\_\_

Please Note: Mayor did not sign report



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

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

Item No. 04-23

BE IT RESOLVED, that the ECD & Environment Committee at its meeting held on January 17, 2024 hereby requests that the City Council approves the Withdrawal of Item #04-23 in accordance with the written Request of Central Grants and pursuant to Council Rule XXXI.

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

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

\_\_\_\_\_  
Mary A. McBride-Lee, **Co-Chair**

\_\_\_\_\_  
Scott Burns

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Jorge Cruz, Sr.

\_\_\_\_\_  
Jazmarie Melendez

\_\_\_\_\_  
Eneida L. Martinez

*City Council Date:* February 5, 2024

Item# 13-23

Grant Submission: Connecticut Department of Economic and Community Development - Community Investment Fund 2030 Grant Program Round 4 (#24441).

**Report  
of  
Committee  
On**

**CEA and Environment**

City Council Meeting Date: February 5, 2024

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

Approved by: *Joseph P. Ganem*  
Joseph P. Ganem, Mayor

Date Signed: *2/14/24*

RECEIVED  
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24 FEB 16 AM 2:40  
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. 13-23

**A Resolution by the Bridgeport City Council  
Regarding the  
CT Department of Economic and Community Development  
Community Investment Fund 2030 Grant Program  
(#24441)**

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

**WHEREAS**, this funding has been made possible through the **Community Investment Fund 2030 Grant Program**; and

**WHEREAS**, funds under this grant will be used to implement the Stratford Avenue Corridor Improvements project, including the conversion of Stratford Avenue to a two-way street as well as pedestrian, bicyclist, and safety improvements along both Stratford and Connecticut Avenues; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program** to fund this critical project;

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

1. That it is cognizant of the City's grant application to and contract with the **CT Department of Economic and Community Development** for the purpose of its **Community Investment Fund 2030 Grant Program**; and
2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **CT Department of Economic and Community Development** and to provide such additional information and execute such other contracts, amendments, and documents as may be necessary to administer this program.

**\*As Amended From the Floor on February 5, 2024 to remove Application #24435 and #24439\***



# City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Economic and Community Development and Environment

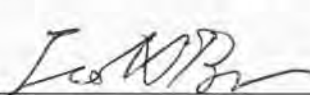
Item No. 13-23

-2-


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

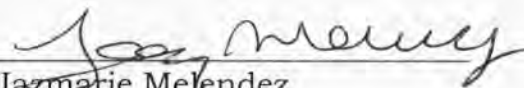
\_\_\_\_\_  
Maria I. Valle, **Co-Chair**

\_\_\_\_\_  
Mary A. McBride-Lee, **Co-Chair**

 - As Amended  
\_\_\_\_\_  
Scott Burns *in favor of #24441*

\_\_\_\_\_  
Michelle A. Lyons

  
\_\_\_\_\_  
Jorge Cruz, Sr.

  
\_\_\_\_\_  
Jazmarie Melendez

  
\_\_\_\_\_  
Eneida L. Martinez

City Council Date: February 5, 2024



## GRANT SUMMARY

PROJECT TITLE: **CT Department of Economic and Community Development – Community Investment Fund 2030 Grant Program Round 4 (#24441)**

NEW  RENEWAL  CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Joseph Katz**

PHONE NUMBER: **203-576-7732**

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport is seeking \$25,841,500 through Round 4 of the CT DECD Community Investment Fund (CIF) 2030 to fund the Stratford Ave Corridor Improvements program. If approved, funds will be used to implement the East End Streets Study, which focused on Stratford Avenue and Connecticut Avenue in the East End neighborhood. Improvements will include the conversion of Stratford Avenue to a two-way street as well as pedestrian, bicyclist, and safety improvements along both streets. DECD funds will be matched with state and local funds already expended to support the planning study of these corridors.

**CONTRACT PERIOD:** tbd

**TOTAL REQUEST:** \$25,841,500.00

**BUDGET – Stratford Ave Corridor Improvements (#24441)**

FUNDING SOURCES (include matching funds):	
Federal:	\$
State:	\$ 26,141,500
City:	\$ 149,000.00
Other:	\$ 5,200,000.00 (Town of Stratford)

GRANT FUNDED PROJECT FUNDS REQUESTED	
Construction:	\$ 21,634,360.00
Contractual:	\$ 4,207,140.00
Other:	\$

MATCH REQUIRED		
	CASH	IN-KIND
Planning:	\$ 149,000 (City cash expended)	\$
	\$ 300,000 (State cash expended)	
Other:	\$ 5,200,000 (Town of Stratford)	\$



# City of Bridgeport, Connecticut

## Office of the City Clerk

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*To the City Council of the City of Bridgeport.*

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

**Item No. 01-23**

### **Resolution**

**WHEREAS**, the Aquarion Water Company of Connecticut has requested to lease property controlled by the Board of Parks Commissioners to install a water pump station;

**WHEREAS**, various employees of the Public Facilities Department and the City Engineer have reviewed the area to be leased to Aquarion;

**WHEREAS**, the attached Lease Agreement sets forth the rights being granted to Aquarion and the various protections being granted to the City in terms of obligations to restore, indemnification and insurance;

**WHEREAS**, an appraisal was prepared to determine the disruption to the golf course that will occur by granting the lease in order to determine the fee to be charged to Aquarion for the right to lease the property;

**WHEREAS**, at its meeting on September 19, 2023, the Board of Parks Commissioners approved the use of Parks property as proposed by Aquarion;

**WHEREAS**, at its meeting on October 11, 2023, the Planning and Zoning Commission approved a favorable recommendation to the City Council regarding the 8-24 referral made regarding the proposed use of Parks property as proposed by Aquarion; and

**WHEREAS**, the Lease Agreement is believed to be in the best interests of the City of Bridgeport.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRIDGEPORT THAT:**

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



City of Bridgeport, Connecticut  
Office of the City Clerk

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Report of Committee on Contracts  
Item No. 01-23

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS



*City Council Date: February 5, 2024, Tabled by Full Council*



Return To:  
Aquarion Water Company of Connecticut  
Real Estate Department  
600 Lindley Street  
Bridgeport, CT 06606

RECEIVED  
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24 JAN 26 AM 1:33  
ATTEST  
CITY CLERK

**LEASE AGREEMENT  
2390 EASTON TURNPIKE  
FAIRFIELD, CONNECTICUT**

**THIS LEASE AGREEMENT** (hereinafter the "Lease") is made this \_\_\_\_ day of \_\_\_\_\_ 2024, by the **CITY OF BRIDGEPORT**, a Connecticut municipality, having an address of 999 Broad Street, Bridgeport, CT 06604 ("Lessor"), and **AQUARION WATER COMPANY OF CONNECTICUT**, a Connecticut corporation, having an office and place of business located at 600 Lindley Street, Bridgeport, CT 06604 ("Lessee").

**WITNESSETH:**

WHEREAS, Lessor is the owner of all that certain piece or parcel of land located at 2390 Easton Turnpike, in the Town of Fairfield, County of Fairfield, and State of Connecticut, also known as Fairchild Wheeler Golf Course (the "Property"); and

WHEREAS, Lessor and Lessee desire to enter into an agreement for the use of a portion of the Property.

NOW, THEREFORE, in consideration of all the foregoing, and in further consideration of the obligations, terms and conditions hereinafter set forth and recited, Lessor hereby agrees to lease to Lessee a portion of the Property as follows:

**1. LOCATION:** A portion of that certain piece or parcel of land, situated on Easton Turnpike, in the Town of Fairfield, County of Fairfield, and State of Connecticut, which is more particularly described as "[Map Label]," on that certain drawing entitled, "[Map Name]", prepared by Tata & Howard, a copy of which drawing is attached hereto as Exhibit A (hereinafter the "Premises" or "Leased Premises"). It is expressly understood that all rights granted to Lessee under this Lease are irrevocable until this Lease expires or is sooner terminated according to the provisions contained herein.

**2. USE:**

(a) The Leased Premises is to be used by Lessee solely for the installation, operation, maintenance, repair, and replacement, at Lessee's expense, of a water pump station, and any related infrastructure or appurtenances thereto.

(b) All property or improvements attached to or otherwise brought onto the Leased Premises by Lessee shall at all times and for all purposes related to this Lease be Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during the term of this Lease. Any damage caused to the Leased Premises by Lessee as a result of the removal by Lessee of its personal property shall be repaired by Lessee, at Lessee's sole cost and expense. At the end of the Term, as hereinafter defined, Lessee shall remove all improvements made to the Leased Premises and shall restore the Leased Premises to the condition as it exists on the date of execution of this Lease.

(c) Lessee, at its expense and with Lessor's reasonable cooperation, shall obtain all necessary governmental permits, approvals, and certificates required for work on the Leased Premises and shall cause all such work to be made in compliance with all applicable laws and requirements of governmental authorities and insurance bodies having jurisdiction thereof, in a good and workmanlike manner; and if Lessor so requests, Lessee shall deliver to Lessor evidence, reasonably satisfactory to Lessor, of any and all governmental consents or approvals and/or compliance with governmental requirements relating to any work on the Leased Premises.

(d) Lessee, at its expense and as soon as reasonably practicable, shall procure the cancellation or discharge of all notices of violation arising from or in any way relating to the work on the Leased Premises, which shall be issued by any governmental or quasi-governmental authority having or asserting jurisdiction.

(e) Lessor shall reasonably cooperate with Lessee and join in any applications for zoning variances and zoning ordinance amendments and special use permits for its use of the Leased Premises, provided that Lessee shall reimburse and hold Lessor harmless for reasonable costs or fees actually incurred and payable by Lessor in connection with such applications and approvals.

3. **TERM:** The initial term of this Lease shall be sixty (60) years, commencing on and from the first day of the month following the month in which this Lease is fully executed by the parties (the "Commencement Date"). The initial term of this Lease shall end on the day before the sixtieth (60th) anniversary of the Commencement Date. As used herein, "term" refers to the initial term and any renewal term as herein provided (the "Term").

4. **LEASE RENEWAL:** Provided Lessee is not then in default of any of the terms and conditions of this Lease, the Lessee shall have three (3) options to extend the Term for additional twenty (20) year periods, each twenty (20) year period a "Renewal Term," for such Rent as the parties shall at that time negotiate. Should Lessee desire to exercise such option, Lessee shall provide written notice to Lessor of its intention to renew the Lease at least One hundred eighty (180) days prior to the expiration of the then current term, TIME BEING OF THE ESSENCE. At the end of the third (3<sup>rd</sup>) Renewal Term, this Lease shall automatically terminate unless renewed for an additional term or terms by the parties upon terms and conditions acceptable to each.

5. **RENT.** Lessee shall pay to Lessor, as rent for the demised Leased Premises, the sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for the entire Initial Term. Rent for the Renewal Terms shall be in an amount to be agreed upon by the parties. In addition, Lessee shall be responsible for the payment of all real estate taxes, personal property taxes and assessments applicable to the Leased Premises ("Taxes"). All payments for Taxes shall be made directly to the appropriate municipal agency. Unless and until directed to pay and address to a different entity, all Rent due from Lessee under this Lease shall be made payable to City of Bridgeport, or its successor or assigns, and mailed to:

City of Bridgeport  
Attn: Finance Department  
45 Lyon Terrace  
Bridgeport, CT 06604

6. **LESSEE'S RIGHT TO TERMINATE:** After the Commencement Date, during the Initial Term and any Renewal Term, should the Lessee cease to use the water pump station to be located on the Leased Premises, Lessee shall have the right to terminate this Lease by delivering written notice, in accordance with Paragraph 16 hereof, to Lessor sixty (60) days in advance of said termination.

7. **INSURANCE:**

(a) Lessee shall, at its own expense, procure, carry, and maintain for the duration of this Lease the following insurance: (i) "All Risk" property insurance that insures Lessee's personal property for its full replacement cost; (ii) commercial general liability insurance having a limit for bodily injury and property damage of \$1,000,000.00 per occurrence; (iii) Workers' Compensation in accordance with statutory requirements; (iv) Employer's Liability Insurance with a limit of \$1,000,000.00 shall provide for payment to Lessee's employees employed in connection with this Lease; and (v) Automobile Bodily Injury Liability and Property Damage Insurance having a combined single limit of liability of \$1,000,000.00.

(b) All insurance required to be maintained by Lessee shall be issued by insurance companies authorized to do business in the State of Connecticut and rated not less than A+ in Best's Insurance Guide. A certificate of insurance evidencing the insurance required under this Section shall be delivered to Lessor (10) days prior to the Commencement Date, or Lessees' access to the Premises, whichever is earlier. Every policy of insurance referred to in this Lease and each certificate therefore issued by the insurer shall (a) contain an express agreement by the insurer that no cancellation or nonrenewal in the coverage afforded under said policies will be effective until at least (to the extent same may be obtained by the insurance company) thirty (30) days' (fifteen (15) days' in the event of non-payment of premiums) prior written notice of such cancellation, non-renewal, or reduction has been given by the insurer to Lessor; and (b) ) provide for a waiver of all rights of recovery by way of subrogation against Lessor. Lessee shall endeavor to promptly advise Lessor of any policy cancellation, or non-renewal. All commercial general liability policies of insurance carried pursuant to this Article shall include as an additional insured Lessor (and its agents, servants, and employees), Lessor property management company and, if required, each mortgagee of the Premises, and each lessee of either or both the Building and the land thereunder, as their respective interests may appear. Lessee shall be entitled to satisfy the insurance obligations set forth in this Lease through the self-insurance program administered by the Lessee's corporate parent, Eversource Energy, in which case the obligations this Lease imposes on the Lessee's insurance carriers shall instead apply to the Lessee's self-insurance program.

(c) If Lessee shall fail to maintain such insurance as is required by this Section, Lessor may obtain such insurance, the amount of the premium or premiums paid by Lessor for such insurance shall be collectible as Additional Rent and invoiced to the Lessee.

(d) Lessee hereby waives any rights of action against Lessor for loss or damage covered by the insurance required hereunder and Lessee covenants and agrees to obtain a waiver from the carriers of such insurance policies releasing such carrier's subrogation rights as against Lessor. Lessee shall provide Lessor with Certificates of insurance which shall evidence that the insurance required hereunder is in full force and Lessor shall endeavor to provide thirty (30) days' written notice of cancellation that the carrier of such insurance waives all right of recovery by way of subrogation against Lessor. Lessee shall deliver new Certificates showing the renewal of the coverage when the policies renew and the certificates are available to Lessee.

(e) Lessee shall not do anything, or suffer or permit anything to be done in or about the Premises or the Building which shall (a) subject Lessor to any liability or responsibility for injury to any person or property by reason of any activity being conducted on the Premises, (b) cause any increase in the fire insurance rates applicable to the Premises, the Building or equipment or other property located therein, or (c) be prohibited by any license or other permit required or issued by Governmental Authority. Lessee, at Lessee's expense, shall comply with all rules, orders, regulations or requirements of the municipality's Fire Marshall and the Connecticut Fire Insurance Rating Organization or any similar body

(f) If Lessee fails to provide the aforementioned insurance in which the City (and its agents, servants, and employees) are named as additional named insureds under said policies, the Lessee will be responsible to, and agrees to, defend, indemnify, and hold the City (and its agents, servants, and employees) harmless for any claims or lawsuits for which the City (and its agents, servants, and/or employees) would have otherwise received defense and coverage under the aforesaid insurance policies.

#### **8. COVENANT TO DEFEND, INDEMNIFY, AND HOLD HARMLESS:**

(a) Lessee shall defend and indemnify Lessor (including Lessor's agents, servants, and employees, hereinafter "Lessor") and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, at or about the Premises, or arising from or out of the occupancy or use by Lessee (including Lessee's agents, servants, employees, invitees, or concessionaires, hereinafter "Lessee") of the Premises or any part thereof, or caused wholly or in part by any act or omission of Lessee, its agents, contractors, employees, lessees, invitees or concessionaires. If Lessor shall be made a party to any litigation or claim commenced by or against Lessee for such cause, or if Lessor alone is sued for such cause, then Lessee agrees to defend and indemnify and hold Lessor harmless except to the extent otherwise specified in subsection 8.

(b) Lessor shall not be liable for any accident or damage resulting through the use of electrical, and plumbing or other apparatus by Lessee. All personal property of Lessee in the Premises or in the building shall be at the risk of Lessee. Lessor shall not be responsible for the loss of or damages to property or injury to persons, occurring in or about the Premises that arise from or out of Lessee's use or occupancy of the Premises or arise from or out of any act or omission of Lessee by reason of any existing or future condition, defect, matter or thing in said Premises or the property of which the Premises are a part, or for the acts, omissions or negligence of other persons in and about the said property. Lessee agrees to defend and indemnify and save Lessor harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the Premises that arise from or out of Lessee's use or occupancy of the Premises or arise from or out of any act or omission of Lessee; *provided that* Lessee shall not be obligated to defend, indemnify and hold harmless Lessor, its agents, servants, and/or employees from any claims, and liability for losses of or damage to property, or injuries to persons, if caused by the negligent acts of Lessor, its agents, servants and/or employees.

**9. WARRANTY OF TITLE AND RIGHT TO LEASE:**

(a) Lessor represents and warrants that, to the best of its knowledge, Lessor solely owns and/or has the right to lease the Leased Premises.

(b) Both parties represent that they are duly organized/formed, validly existing, in good standing, and have all rights, power, and authority to make this Lease and bind themselves thereto through the party set forth as signatory of Lessor and Lessee set forth below.

(c) Both parties represent that they have not dealt with any real estate broker and that no brokerage commission is due to any real estate broker in connection with this Lease.

(d) Lessee shall have quiet and peaceful use, enjoyment, and possession of the Leased Premises during the Term of the Lease for its permitted uses, provided Lessee is not in default of any of the terms or conditions of this Lease (after notice and opportunity to cure).

**10. LESSEE'S RIGHT TO MAINTAIN SECURITY:** Lessee, at its cost and expense, may place, construct, and maintain a fence or any other commercially reasonable security device around any equipment or structure housing Lessee's personal property, or undertake any other appropriate means to restrict access thereto. Lessee's rights provided herein shall not interfere in any way with Lessor's right to access the Leased Premises.

**11. MECHANICS' LIENS:** If, because of any construction, addition, alteration or other activity by or on behalf of Lessee, any Notice of Intention, mechanic's or other lien, charge, or order for the payment of money or other encumbrance shall be filed against Lessor or the Leased Premises, Lessee shall, at its own cost and expense, cause same to be discharged of record, bonded or otherwise secured to Lessor's reasonable satisfaction within forty-five (45) days after Lessee's receipt of notice thereof. If Lessee fails to comply with the foregoing, Lessor shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and Lessee agrees that it shall promptly reimburse Lessor upon demand for all reasonable costs, expenses, and other sums of money in connection therewith.

**12. MAINTENANCE AND REPAIRS, UTILITIES:**

(a) Lessee shall perform all repairs necessary to keep the pump station and related equipment, and all other Lessee improvements located on the Leased Premises in good condition so that same do not create any material nuisance on the Leased Premises. Lessee shall maintain the Lease Premises, pump station and related equipment, and Lessee's other improvements thereon, in good condition and repair. Lessor shall have no responsibility to repair any damage to the Lease Premises unless such damage is caused by Lessor, Lessor's employees or Lessor's agents.

(b) Lessee, at its sole expense, shall arrange for its own separately metered electrical supply service from the local utility company and shall pay for all charges for electricity and other utilities consumed by Lessee. Lessee shall be permitted to bring a generator onto the Leased Premises for temporary or emergency power, provided that the generator shall comply with all state and local laws and regulations governing the use of same.

**13. ENVIRONMENTAL MATTERS:** Lessee and Lessor shall conduct their activities on the Leased Premises in compliance with all applicable environmental laws. Lessee and Lessor shall not store, produce, use or maintain any substance, chemical or waste that is defined as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("Hazardous Materials") on the Leased Premises in violation of any applicable law.

**14. DEFAULT AND RIGHT TO CURE:** Each of the following shall be deemed a default and a breach of this Agreement:

(a) Non-payment by Lessee of Rent due hereunder for a period of ten (10) days after receipt of written notice of such failure to pay from Lessor;

(b) Non-payment by Lessee of Taxes due hereunder by the due date stated by the municipality;

(3) Failure to perform any other covenant under this Lease for a period of thirty (30) days after receipt of notice from the non-defaulting party specifying the failure. No such failure, however, shall be deemed to exist if, because of any cause beyond the reasonable control of the defaulting party, the default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, provided that the defaulting party shall have commenced good faith efforts to rectify the same within such thirty-day (30) period and if such efforts shall be prosecuted to completion with reasonable diligence and within a reasonable period of time. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it in law or in equity, if the default is not cured within such 30-day period (or extension thereof) the non-defaulting party shall have the right but not the obligation, to terminate this Lease on written notice pursuant to Paragraph 16 hereof, to take effect immediately.

(d) In the event Lessor has defaulted under the terms of this Agreement, and such default interferes with Lessee's ability to operate its pump station and related equipment, Lessor shall use reasonable efforts to cure such default as expeditiously as possible. If Lessor fails to promptly comply with the foregoing, Lessee shall have the option of curing such default, and Lessor agrees that it shall promptly reimburse Lessee upon demand for all reasonable costs, expenses, and other sums of money in connection therewith, including without limitation attorney fees and court costs.

**15. ASSIGNMENT:** Lessor may assign this Agreement to any future owner of the Leased Premises, provided said assignee will assume, and also become responsible to Lessee for the performance of all of the terms and conditions to be performed by Lessor under this Lease. Upon any such assignment by Lessor and assumption by such Assignee, Lessor shall be relieved from any and all liability hereunder to the Lessee. This Lease may be sold, assigned or transferred by Lessee without any approval or consent of Lessor to Lessee's principal, affiliates or subsidiaries of its principal; to any entity which acquires all or substantially all of Lessee's assets by reason of a merger, acquisition or other business reorganization; or to any public or private utility provider. Lessee shall provide to Lessor written notice of such assignment as soon as possible after the assignment. Lessee may not otherwise assign or sublet this Lease without Lessor's prior written consent. Lessor agrees that, upon any transfer or assignment of the Lease by Lessee accomplished in accordance with the terms of this Lease, Lessee shall be relieved of all future performances, liabilities and obligations under this Lease arising after the date of such assignment, provided that

the assignee or transferee becomes bound to the Lessor under this Lease by signed written instrument delivered to the Lessor. Any future assignee shall be responsible for all the terms and conditions of this Lease from the date of any such assignment.

**16. NOTICES:** Unless otherwise provided herein, any notice of demand required or permitted to be given hereunder shall be given in writing by overnight delivery, certified or registered mail, return receipt requested, in a sealed envelope, postage prepaid, to be effective when received, refused or returned undelivered. Notice shall be addressed to the parties at the addresses hereinafter set forth. Either party hereto may change the place for the giving of notice to it by like written notice to the other as provided herein.

As to Lessor:                    Department of Public Facilities  
    City of Bridgeport  
    999 Broad Street  
    Bridgeport, CT 06604

With a copy to:                Office of the City Attorney  
    City of Bridgeport  
    999 Broad Street  
    Bridgeport, CT 06604

As to Lessee:                    Aquarion Water Company of CT  
    Real Estate Department  
    600 Lindley Street  
    Bridgeport, CT 06606

**17. SEVERABILITY:** If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though said invalid, illegal or unenforceable provision were not contained herein, provided, however, that if the invalid, illegal or unenforceable provision is material to this Lease, this Lease may be terminated by either party on ten (10) days written notice to the other party hereto.

**18. AMENDMENT; WAIVER:** No revision of this Lease shall be valid unless made in writing and signed by an authorized representative of both parties. No provision of this Lease may be waived except in writing signed by both parties.

**19. BIND AND BENEFIT:** All the conditions and covenants contained in this Lease shall inure to the benefit of and be binding upon the successors and permitted assignees of each of the parties hereto.

**20. ENTIRE AGREEMENT:** This Lease and the Exhibit attached hereto constitute the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

21. **GOVERNING LAW:** This Lease shall be governed by the laws of the State of Connecticut. Any action arising out of or related to the Lease shall be brought in State Court in Connecticut.

22. **COUNTERPARTS:** This Lease may be executed in one or more counterparts, each of which shall be deemed an original.

23. **WAIVER OF LESSOR'S LIEN:** Lessor hereby waives any and all lien rights they may have, statutory or otherwise, concerning Lessee's pump station and related equipment on the Leased Premises or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's and/or Mortgagee's sole discretion and without Lessor's consent.

24. **COMMERCIAL TRANSACTION: COMMERCIAL TRANSACTION. THE PARTIES HERETO ACKNOWLEDGE THAT THIS IS A COMMERCIAL TRANSACTION AND LESSEE AND LESSOR HEREBY EXPRESSLY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS THAT THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION DEFENSE, COUNTERCLAIM, CROSSCLAIM AND/OR ANY FORM OF PROCEEDING WITH RESPECT TO THIS LEASE AND AS TO ANY ISSUE ARISING OR RELATING TO THE PREMISES OR THIS TRANSACTION.**

[Signatures follow on next page.]



**IN WITNESS WHEREOF**, the parties have executed this Lease the date and year first written above.

Signed and delivered in the presence of:

**Lessor:**  
CITY OF BRIDGEPORT  
DEPARTMENT OF PUBLIC FACILITIES

\_\_\_\_\_  
Witness:

By \_\_\_\_\_  
Craig Nadrizny  
Director of Public Facilities

\_\_\_\_\_  
Witness:

STATE OF CONNECTICUT    )  
  )  
COUNTY OF FAIRFIELD    )

ss: Bridgeport

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2023, by Craig Nadrizny, Director of Public Facilities, on behalf of the City of Bridgeport.

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

Signed and delivered in  
the presence of:

**Lessee:**  
AQUARION WATER COMPANY OF  
CONNECTICUT

\_\_\_\_\_  
Witness:

By \_\_\_\_\_  
Daniel R. Lawrence  
Vice President of Engineering  
and Real Estate

\_\_\_\_\_  
Witness:

STATE OF CONNECTICUT    )  
  )  
COUNTY OF FAIRFIELD    )

ss: Bridgeport

The foregoing instrument was acknowledged before me this \_\_\_ day of  
\_\_\_\_\_ 20\_\_\_, by Daniel R. Lawrence, Vice President of Engineering and Real  
Estate of Aquarion Water Company of Connecticut, a Connecticut corporation, on behalf of the  
corporation.

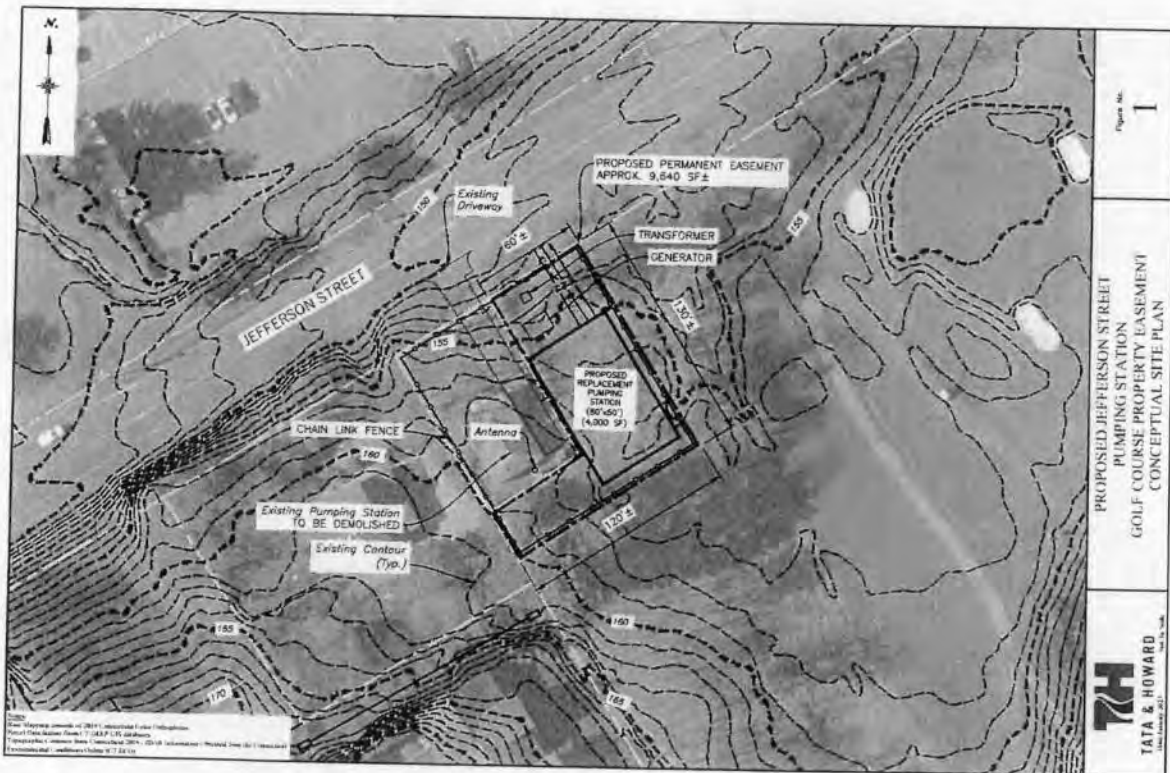
\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

**EXHIBIT A**

## Replacement of the Jefferson Street Water Pumping Station

Aquarion Water Company would like to consider replacing the current pump station on the Golf Course parcel adjacent to our facility. We would like the Parks Board to consider allowing an easement for a parcel of land approximately 60 feet x 130 feet (9,640 square feet) that abuts our existing property. This project would be constructed while the pump station remains online serving our customers and we will develop the new site to be protective of golfers and golf course staff. Our site will be fenced, and appropriate plantings can be provided that serves both as visual barriers and an added safety buffer. The new pump station structure will be above ground and approximately 50 feet x 80 feet.

Below is a concept design plan to show the location of the new facility, this data has been shared with staff and the city Attorney at a site meeting held on January 26, 2023.





**Aquarion Water Company of CT  
Jefferson Street Pumping Station  
561 Jefferson Street, Fairfield, CT**

**City of Bridgeport  
Board of Parks Commissioners  
February 14, 2023 - Meeting**



**AQUARION**  
*Water Company*

*Stewards of the Environment™*

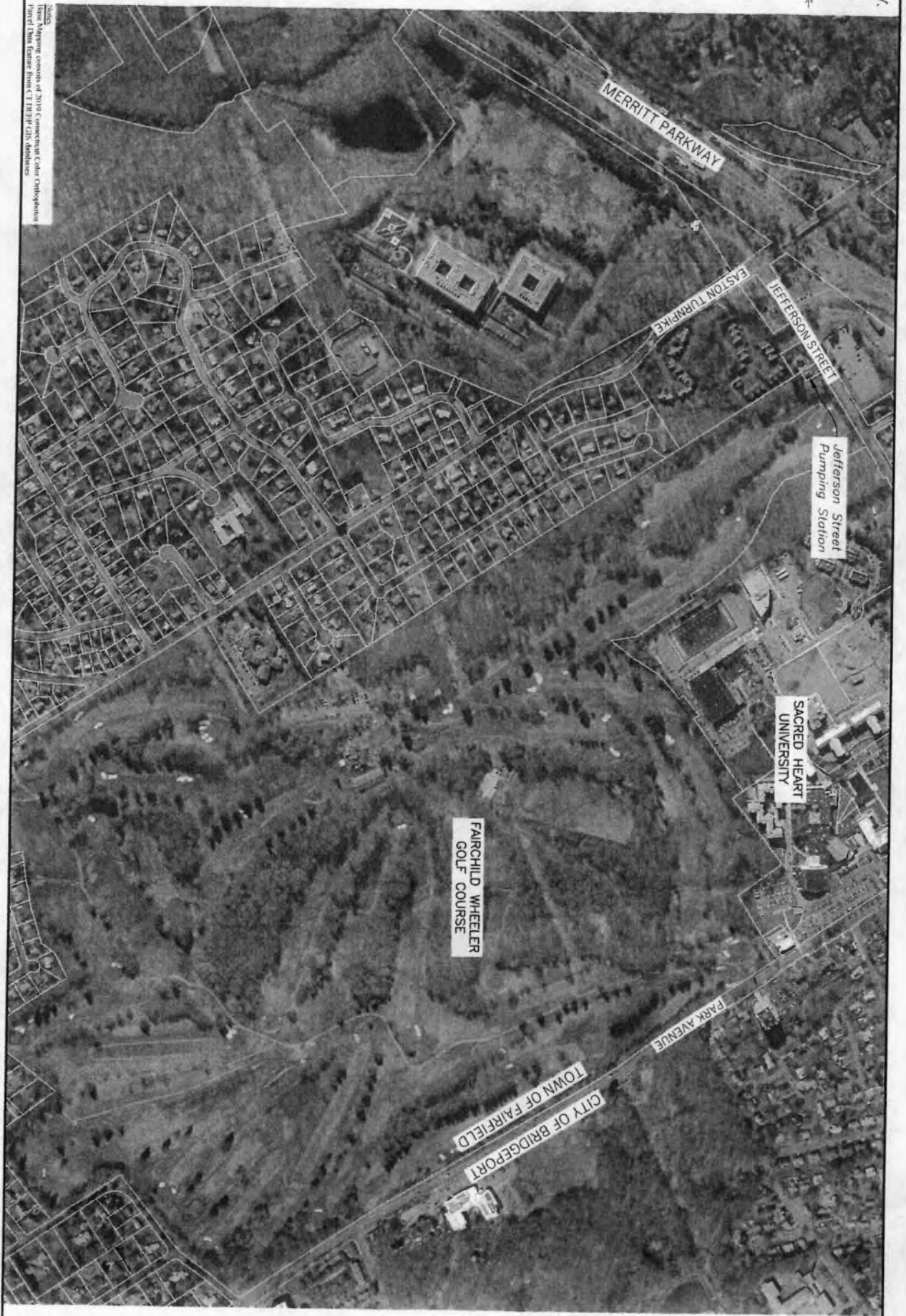


**TATA & HOWARD**



# Aquarion Water Company of Connecticut Tata & Howard, Inc. – Consulting Engineers


AT TATA & HOWARD, INC. WE ARE COMMITTED TO  
DELIVERING THE BEST SOLUTIONS FOR OUR  
CUSTOMERS AND COMMUNITIES.



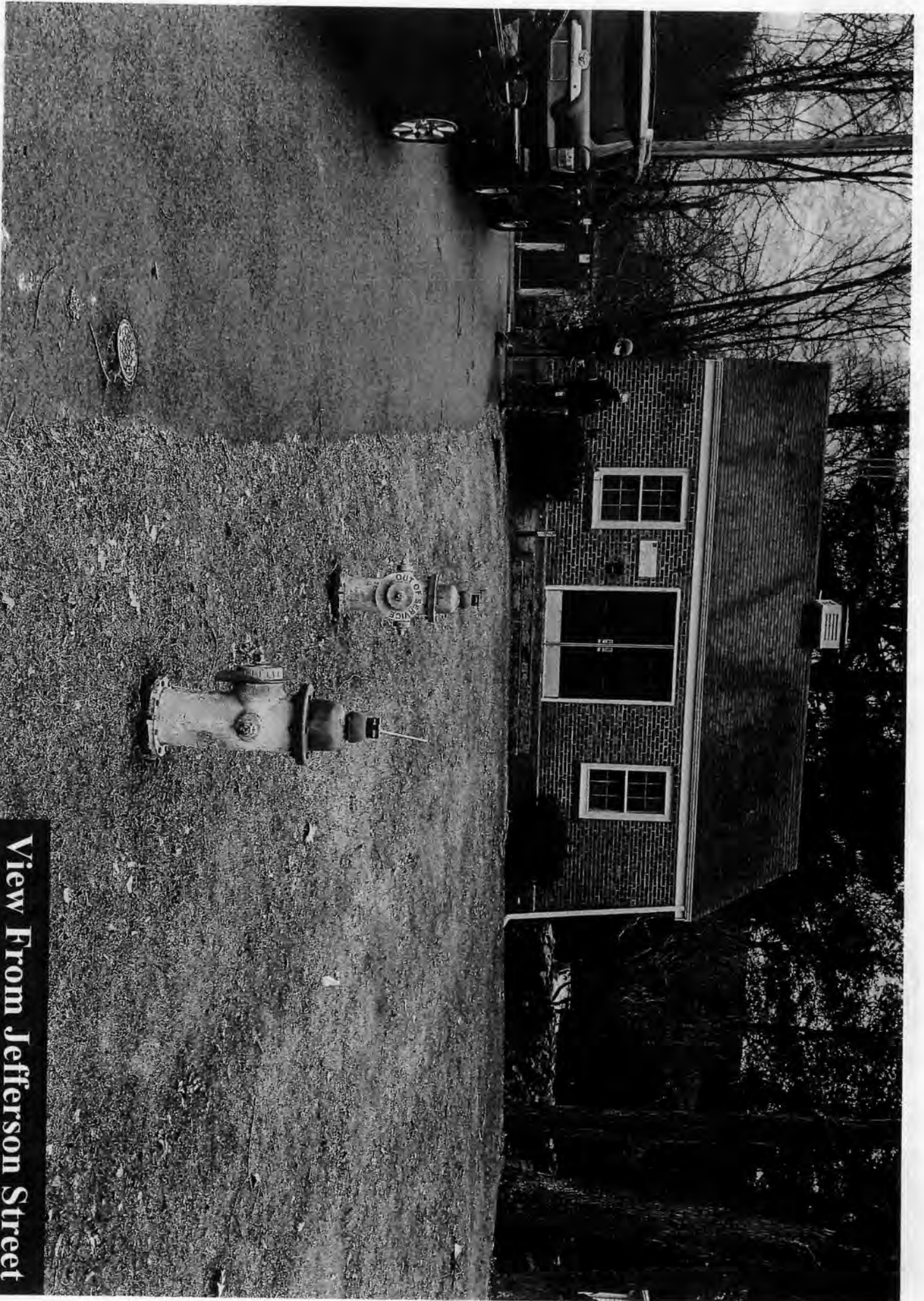
2015  
This Mapping consists of 2019 Connecticut Code Ordinance  
Project 1886 from front 1101P GIS database



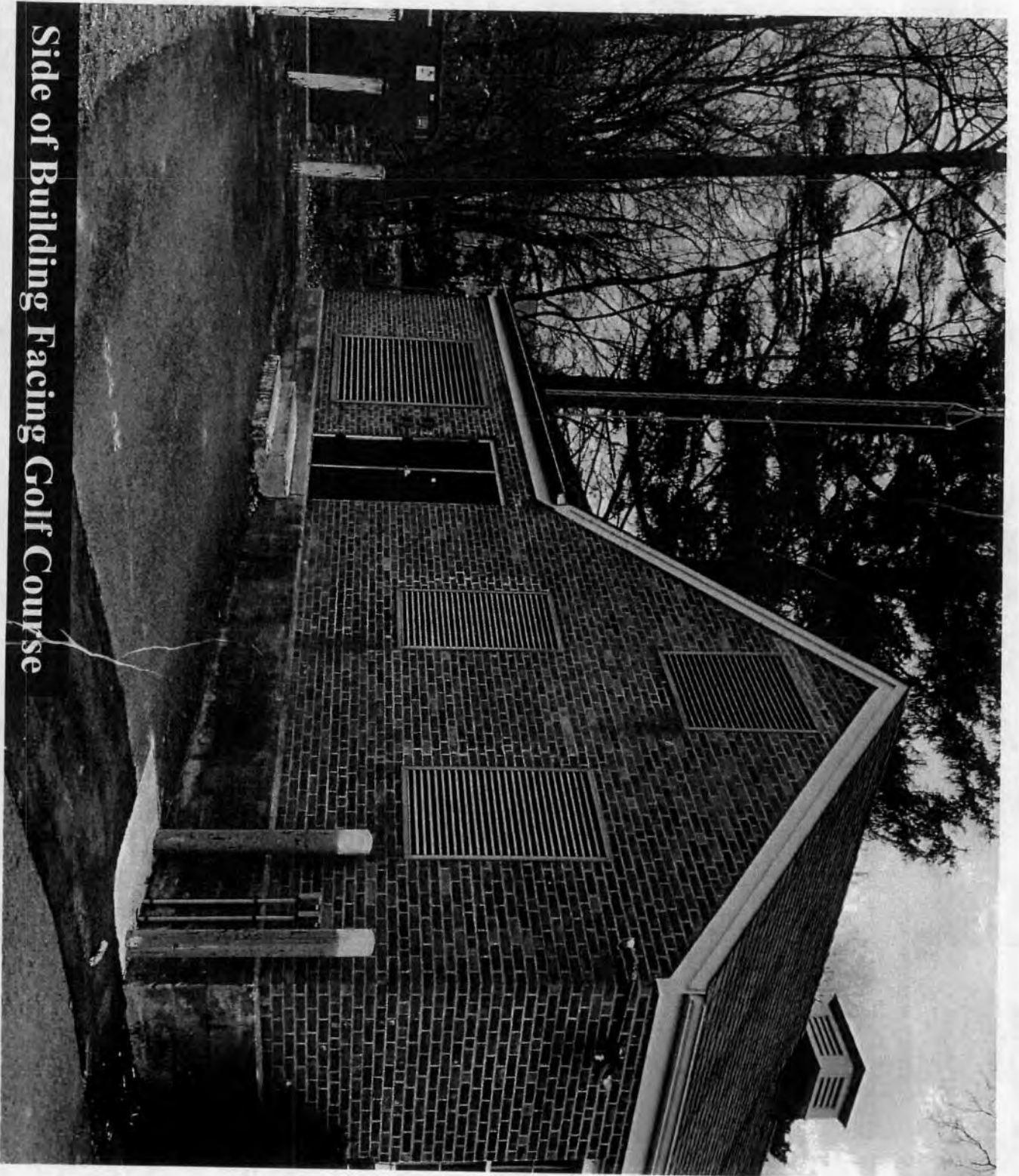
Notes:  
 1. Design consists of 2018 Connecticut Cedar Chickadees  
 2. Final design to be submitted to the Department of Environmental Protection (DEEP) for review and approval.  
 3. Final design to be submitted to the Department of Environmental Protection (DEEP) for review and approval.  
 4. Final design to be submitted to the Department of Environmental Protection (DEEP) for review and approval.  
 5. Final design to be submitted to the Department of Environmental Protection (DEEP) for review and approval.

 <b>TATA &amp; HOWARD</b> <small>© 2018 January 2023 Not To Scale</small>	<b>PROPOSED JEFFERSON STREET        PUMPING STATION        GOLF COURSE PROPERTY EASEMENT        CONCEPTUAL SITE PLAN</b>	Figure No. <b>1</b>
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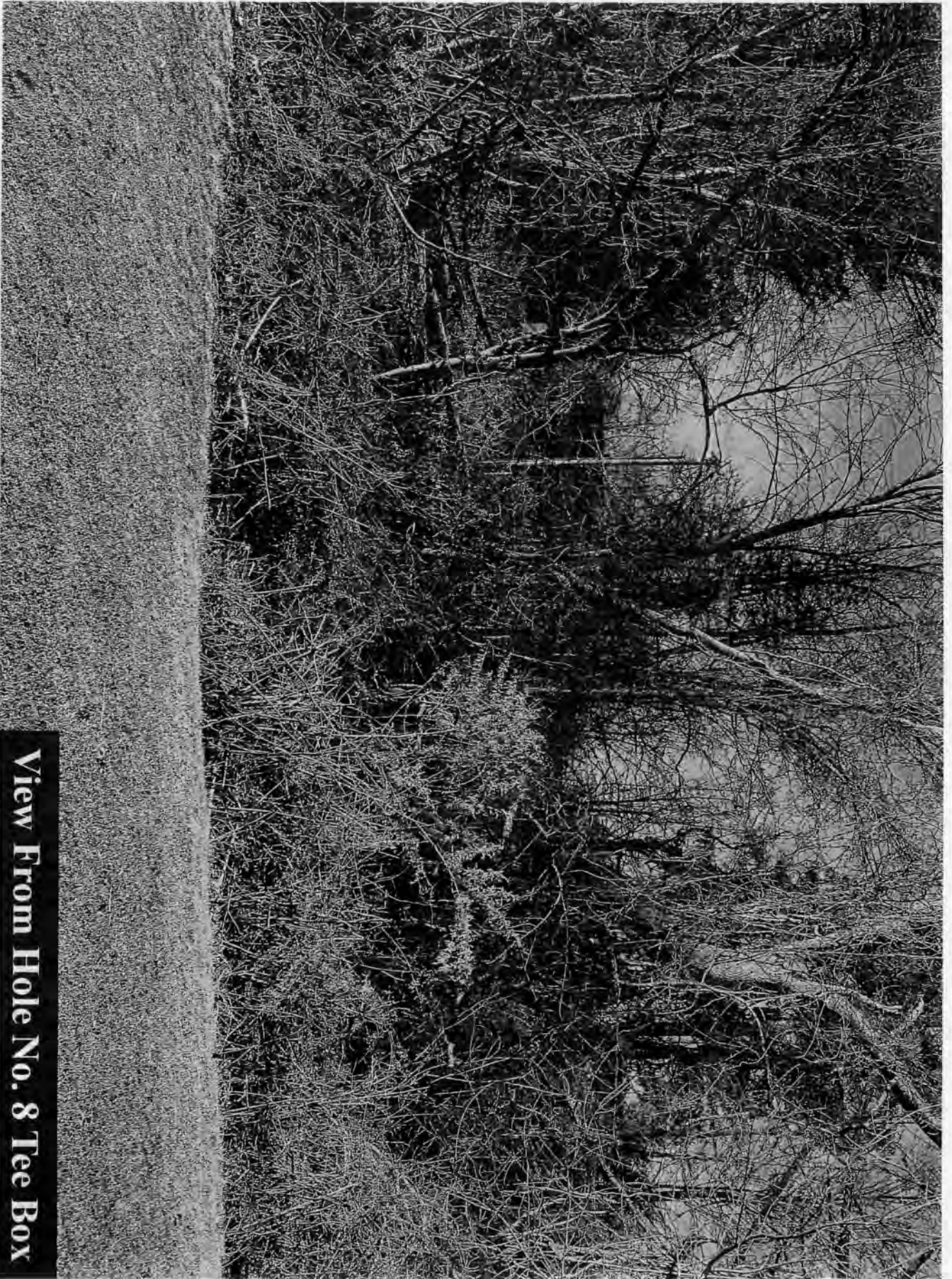
**View From Jefferson Street**



Side of Building Facing Golf Course

 **AQUARION**  
Water Company  
*Stewards of the Environment™*

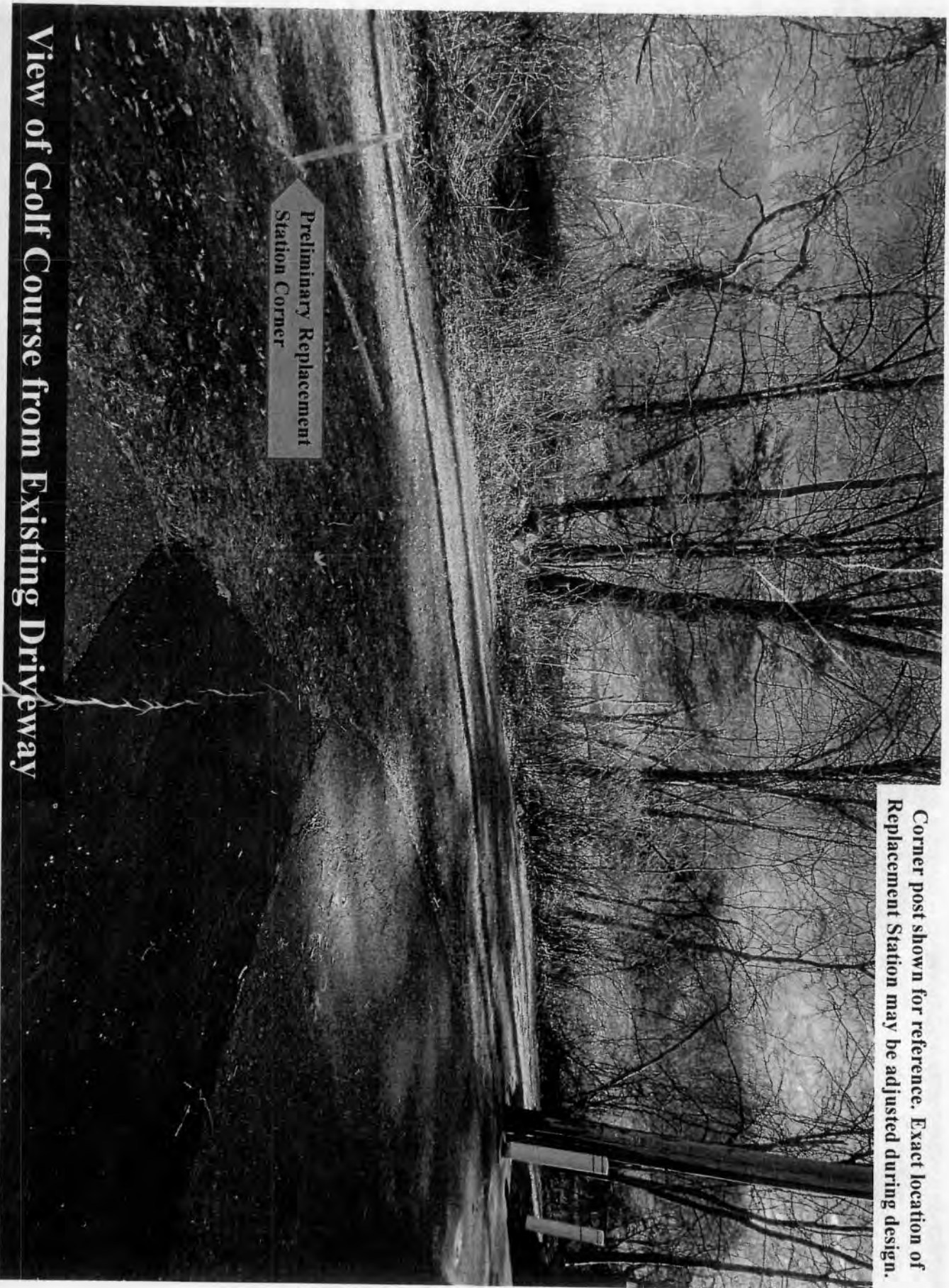




**View From Hole No. 8 Tee Box**

  
**AQUARION**  
Water Company  
*Stewards of the Environment™*





Corner post shown for reference. Exact location of Replacement Station may be adjusted during design.

# View of Golf Course from Existing Driveway



## Facility Description

- Original facility erected in 1950 with several modifications since then.
- A critical facility for two Service Areas.
- Transfers water to Service Areas incorporating portions of Easton, Fairfield, Trumbull, and City of Bridgeport.
- Standby Generator can only run a single pump.
- Most equipment beyond its useful service life.



## Limiting Size of Existing Structure

- No Redundant pumping capacity
  - Only one pump for each service area
- Floor space does not allow for the modification of the existing structure and piping to accommodate additional pumps.
- No longer meets industry or Aquarion Standards for Risk and Resiliency



## Elements of Improvement

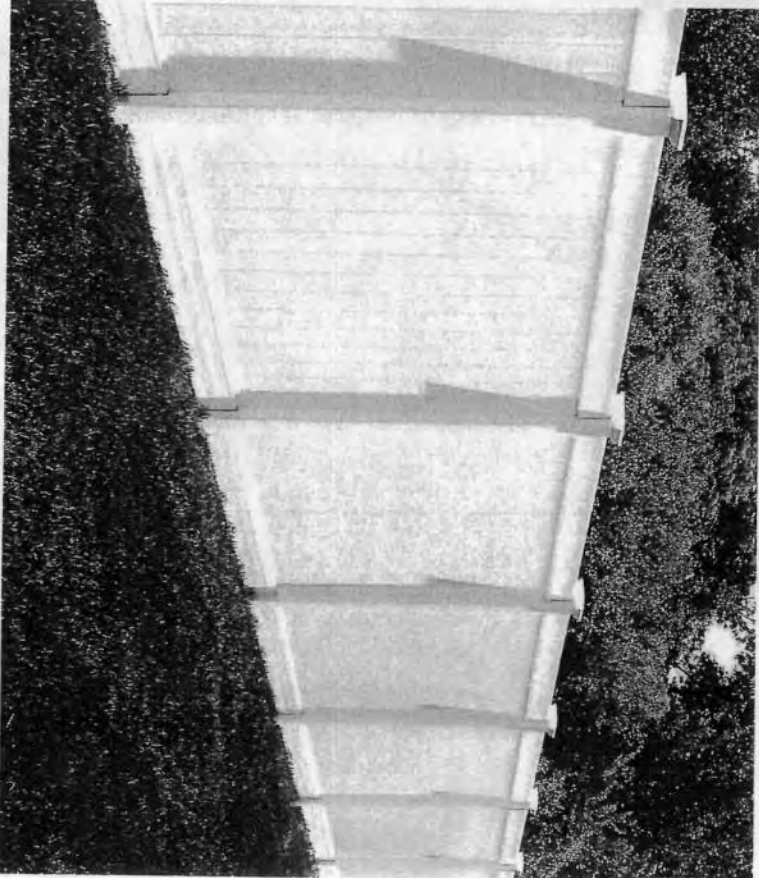
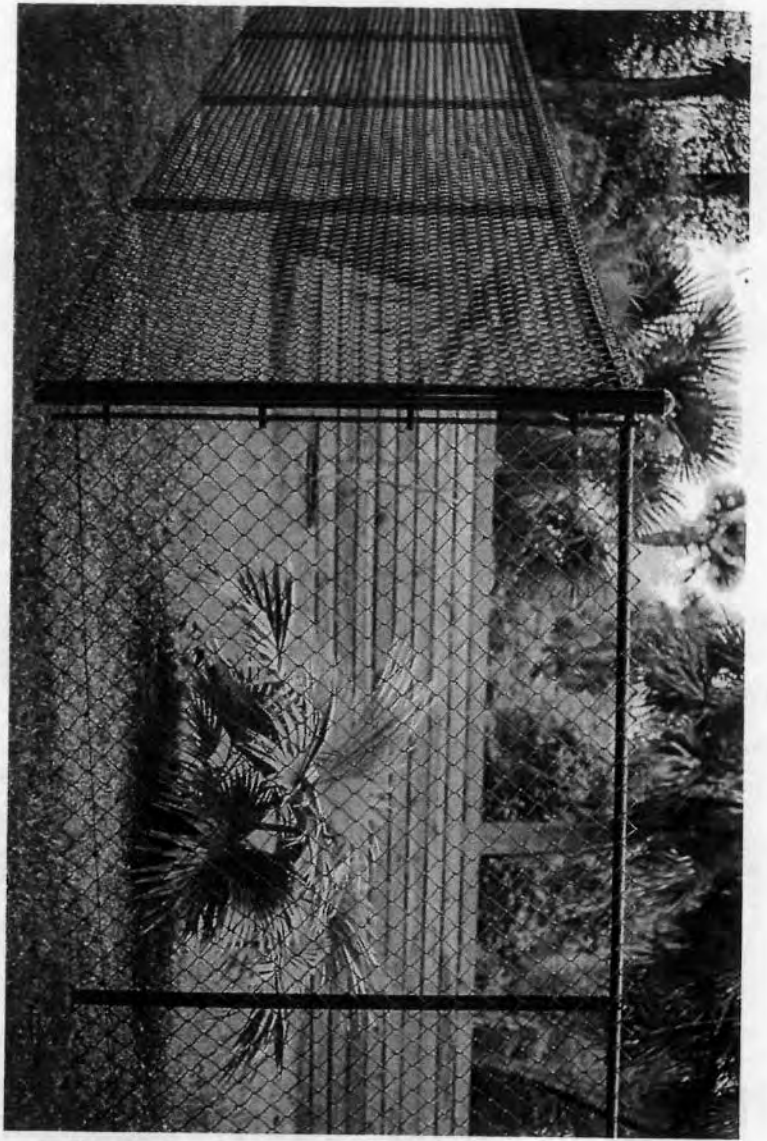
- Sized to accommodate multiple pumps for each Service Area.
- Standby generator set large enough to run the entire facility.
- Automated alarms and controls with remote monitoring capabilities.
- Safety and security improvements.



## Considerations to Neighbors

- Replacement structure to mimic appearance of the existing structure (residential look)
- Standby generator (natural gas) housed in Sound Attenuating Enclosure
- Acoustic Louvers on wall openings
- Vegetation and fencing to screen the station

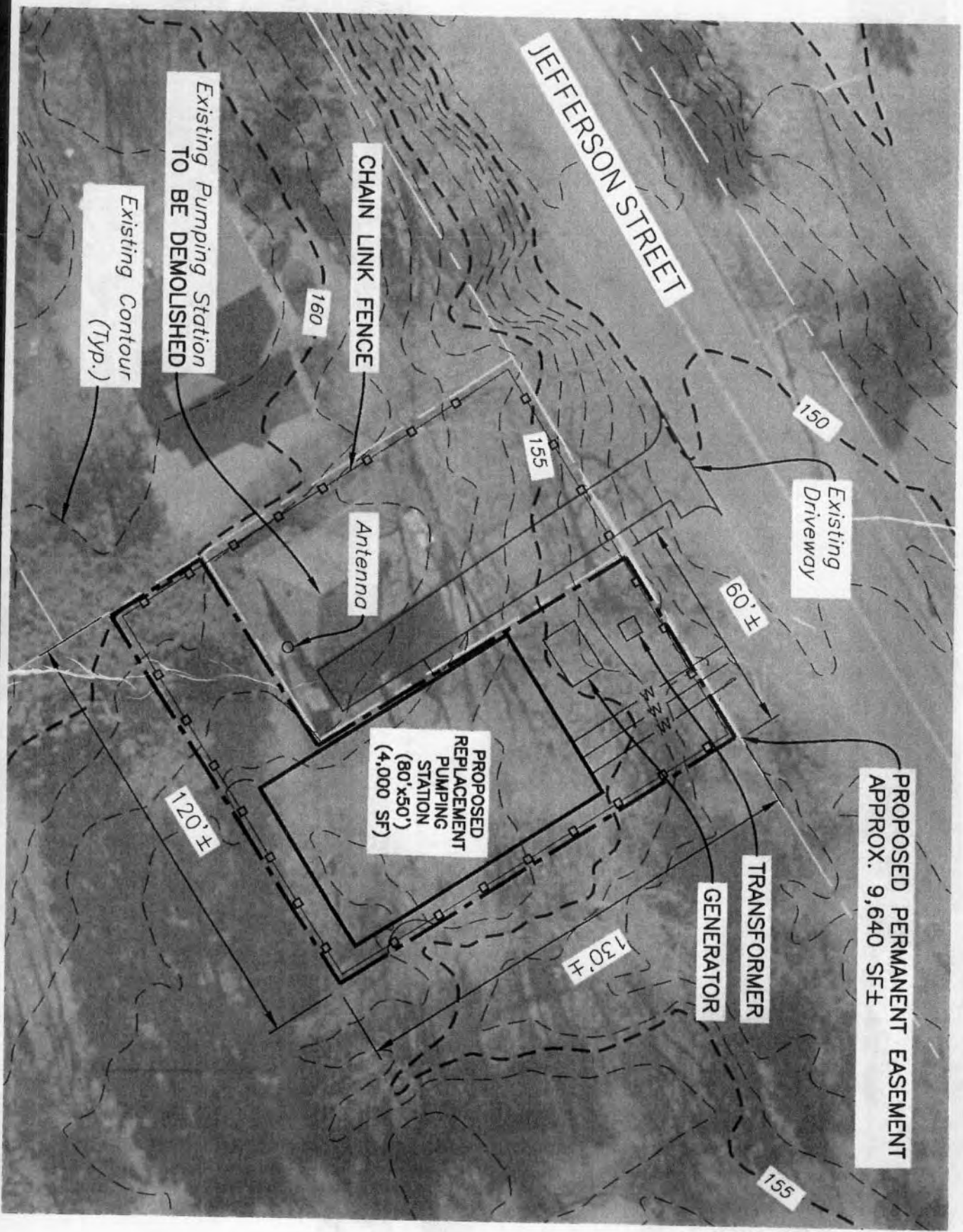




**AQUARION**  
Water Company

*Stewards of the Environment™*





PROPOSED PERMANENT EASEMENT  
APPROX. 9,640 SF±

PROPOSED  
REPLACEMENT  
PUMPING  
STATION  
(80'x50')  
(4,000 SF)

TRANSFORMER  
GENERATOR

Antenna

CHAIN LINK FENCE

Existing Pumping Station  
TO BE DEMOLISHED

Existing Contour  
(Typ.)

JEFFERSON STREET

Existing  
Driveway

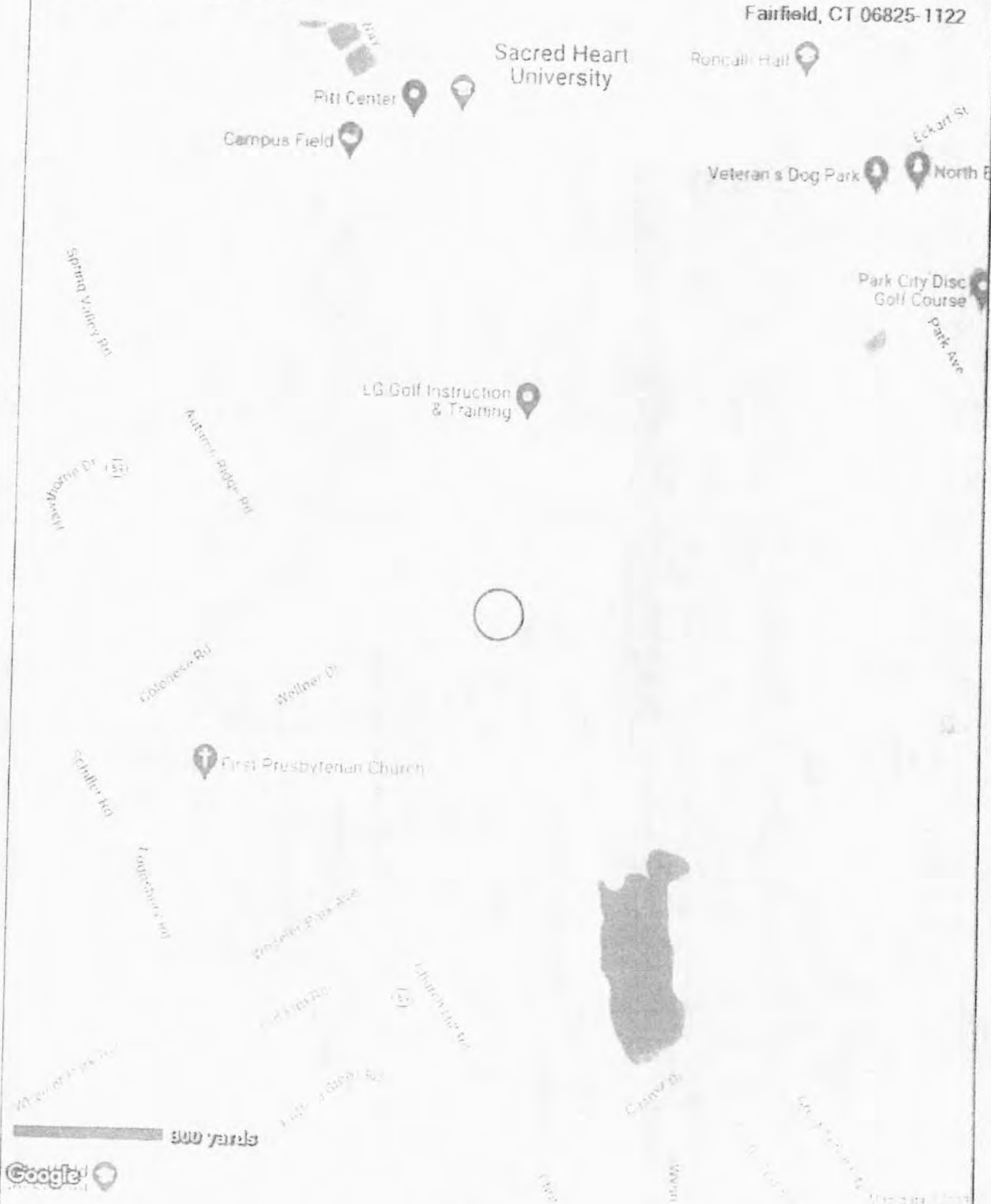


# Jefferson Street Pumping Station

**Aquarion Water Company  
of Connecticut**

# InterFlood

Prepared for Baldwin Pearson & Co  
 2390 Easton Tpke  
 Fairfield, CT 06825-1122



### MAP DATA

FEMA Special Flood Hazard Area No  
 Map Number 09001C0428F  
 Zone X  
 Map Date June 18, 2010  
 FIPS 09001

### MAP LEGEND

- |  |                                      |  |                 |
|--|--------------------------------------|--|-----------------|
|  | Areas inundated by 500-year flooding |  | Protected Areas |
|  | Areas inundated by 100-year flooding |  | Floodway        |
|  | Velocity Hazard                      |  | Subject Area    |

Powered by CoreLogic

Location 2390 EASTON TURNPIKE  
477

Map ID 11/21/11

Account # 03046

Bldg # 1

Bldg Name  
Sec # 1 of 1

Card # 1 of 4

State Use 909C  
Print Date 2/8/2023 11:09:52 AM

**CURRENT ASSESSMENT**

**LOCATION**

**UTILITIES**

**TOPO**

**CURRENT OWNER**

BRIDGEPORT CITY OF C/O MAYORS OFFICE 45 LYON TER	1 Level 4 Rolling	1 Tail Public	1 Paved	A	FAIRCHILD D WHEELER R GOLF C COURSE	EX COM LN EX COM BL EX CM OTB	Code 21 22 25	Appraised 14,941,700 1,863,200 2,797,800	Assessed 10,459,190 1,304,240 1,958,460	6051 FAIRFIELD, CT
--	----------------------	---------------	---------	---	--	-------------------------------------	------------------------	---	--	-----------------------

Legal	FAIRCHILD
Assoc. Pld#	0110020000

Map 24	00011 00002 00000
Lot 1	00011 00002 00000
Notice	601
Census	601
GIS ID	0110020000

Assoc. Pld#	0110020000
Assoc. Pld#	0110020000

Assoc. Pld#	0110020000
Assoc. Pld#	0110020000

Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
2022	21	10,459,190	2021	21	10,459,190	2020	21	10,459,190
	22	1,304,240		22	1,304,240		22	1,304,240
	25	1,958,460		25	1,958,460		25	1,958,460
Total			Total			Total		
13,721,890			13,721,890			13,721,890		

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	25	1,958,460		25	1,958,460
Total			Total		



# Town of Fairfield

## 561 Jefferson Street Fairfield, CT



1:1,200



### Legend

- Parcels
- Local Basin Boundary
- Major
- Regional
- Subregional
- Local
- Local Basin Area

WGS 1984 Web Mercator Auxiliary Sphere  
Created by Greater Bridgeport Regional Council

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

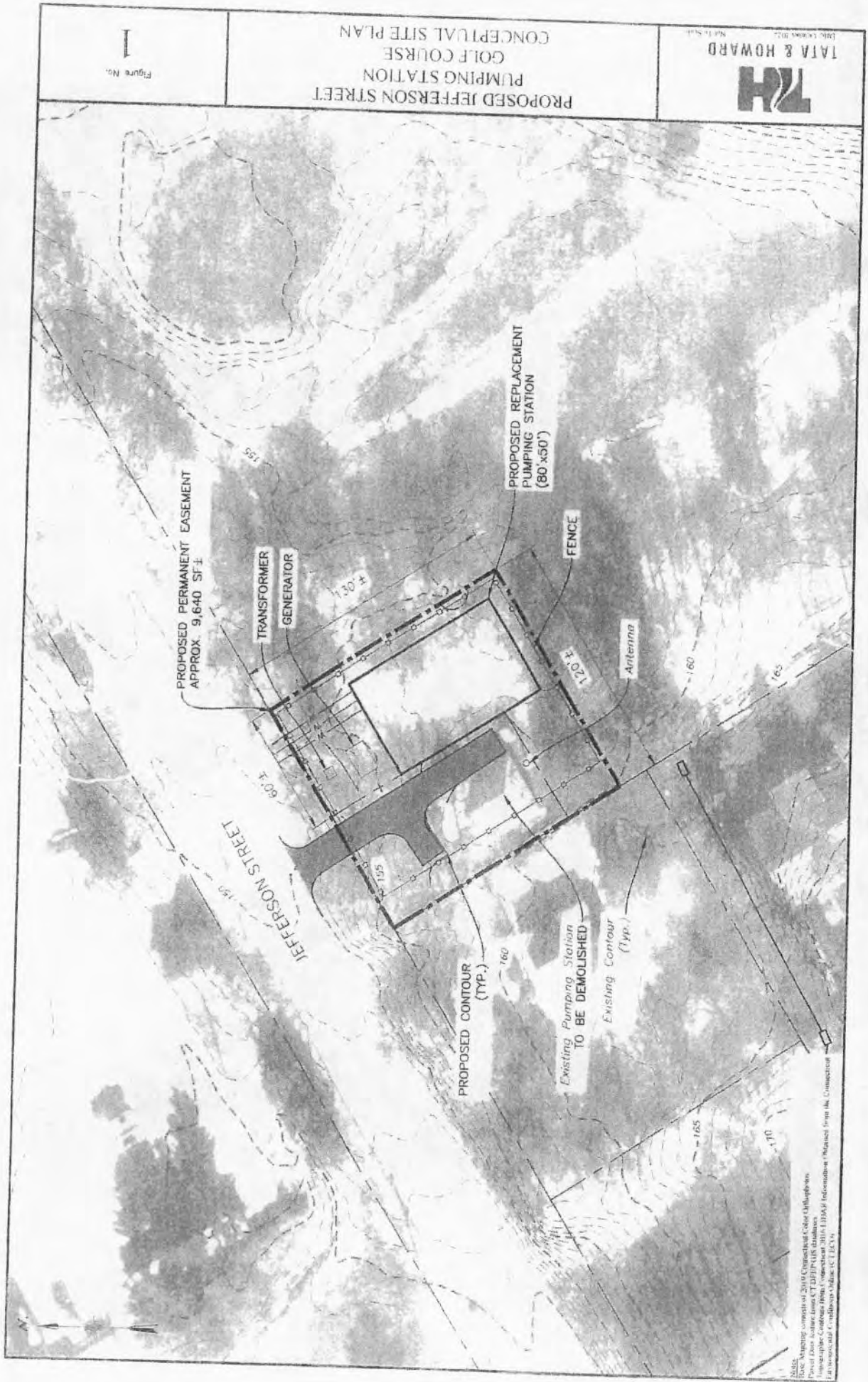






View From Hole No. 8 Tee Box






2014  
 Base Mapping courtesy of 2014 Connecticut State Office  
 Parcel Data courtesy from CT DEP/PAIS Database  
 Topographic Contours from Connecticut 2014 DMAP Information obtained from the Connecticut  
 Department of Environmental Protection (CT DEP)

ALBERT H. B. ...  
... ..

... ..  
... ..

 AQUARION  
... ..  
... ..





PROPOSED PERMANENT EASEMENT  
APPROX. 9,640 SF±

PROPOSED  
REPLACEMENT  
PUMPING  
STATION  
(80'x50')  
(4,000 SF)

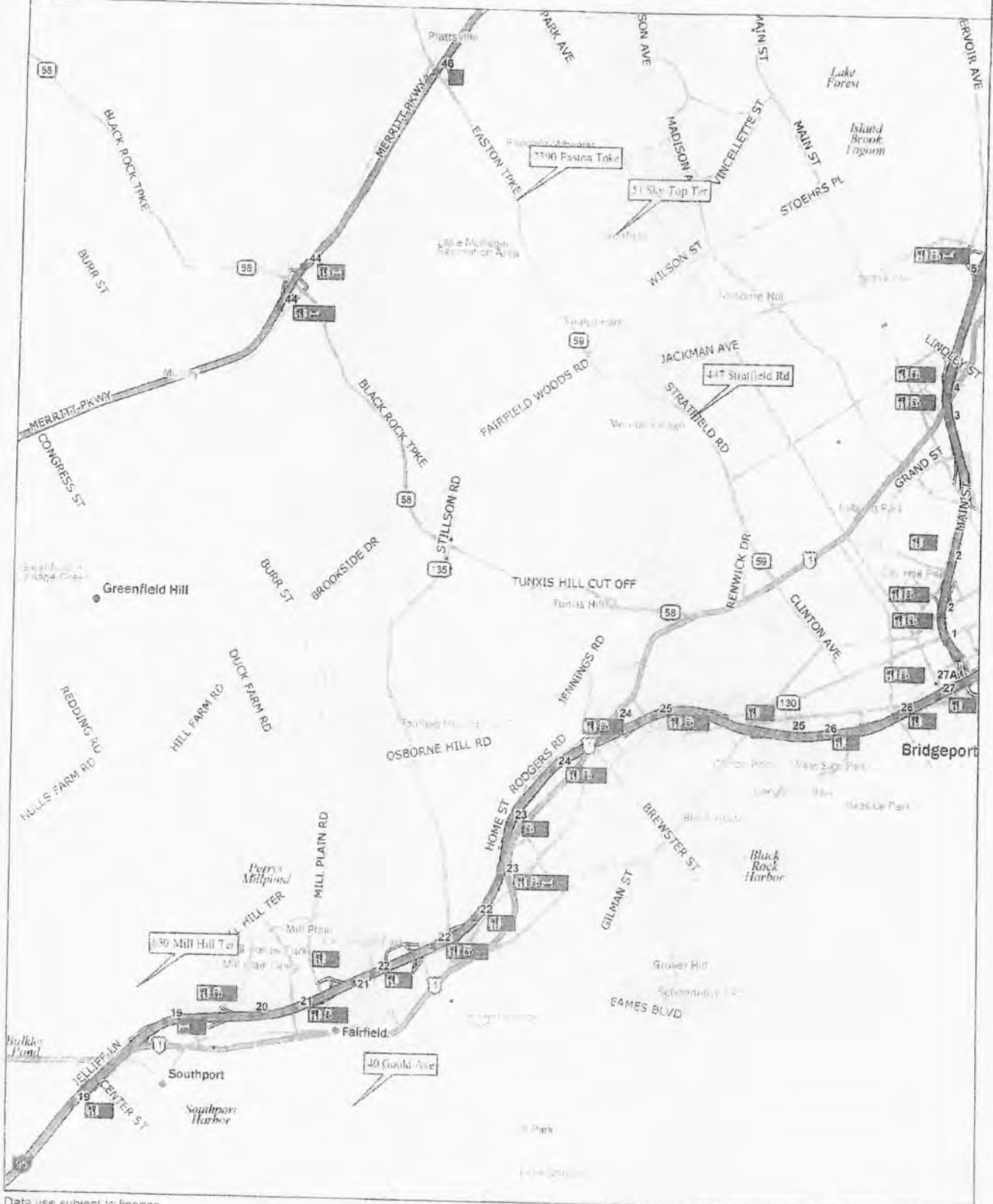
TRANSFORMER  
GENERATOR

CHAIN LINK FENCE

TO BE DEMOLISHED

JEFFERSON STREET

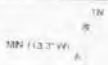
# 2390 Easton Tpke, Fairfield, CT



Data use subject to license

© DeLorme, DeLorme Street Atlas USA © 2012

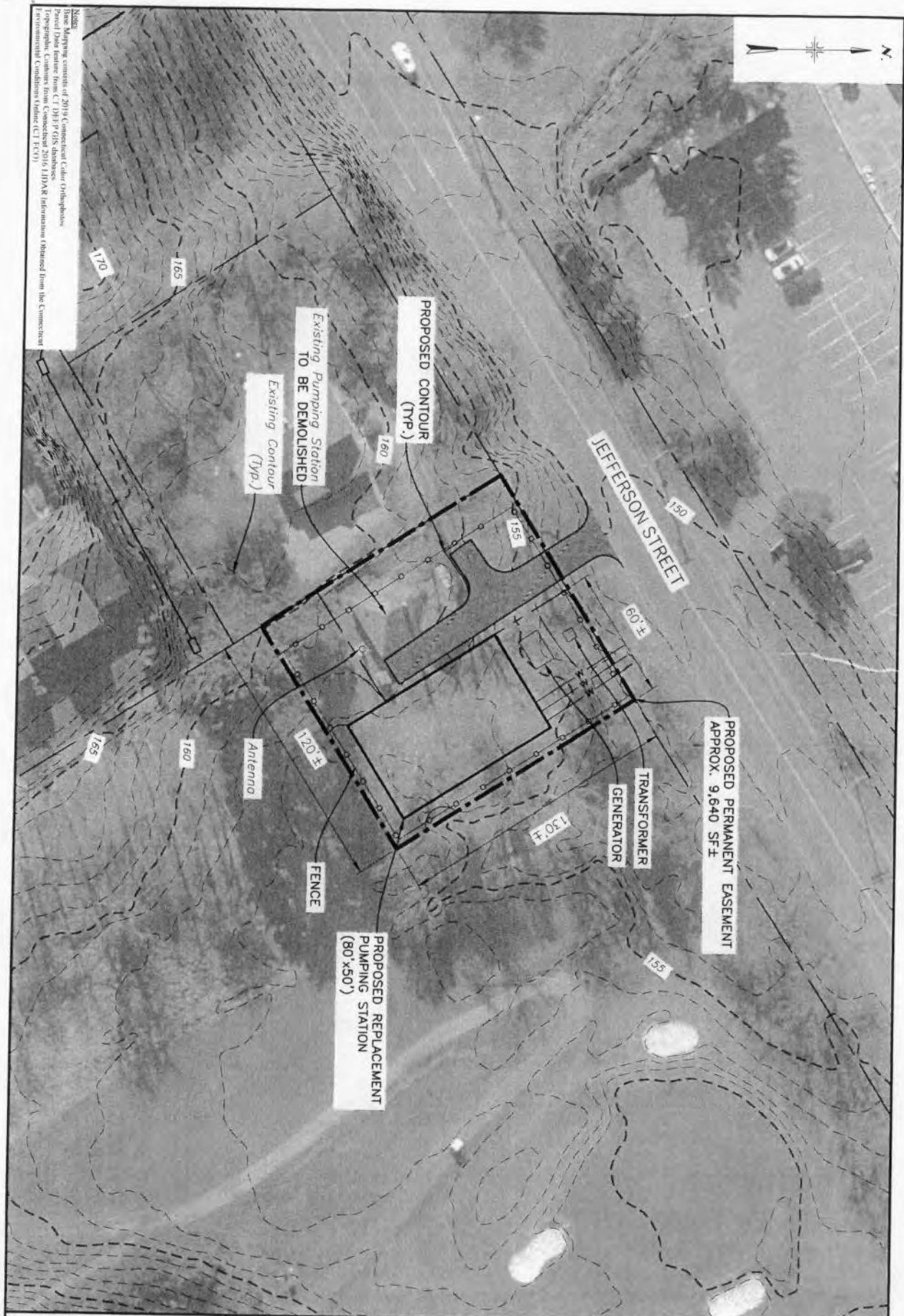
www.delorme.com



Scale 1 : 50,000



1" = 166.7 ft. Data Zoom 12-4

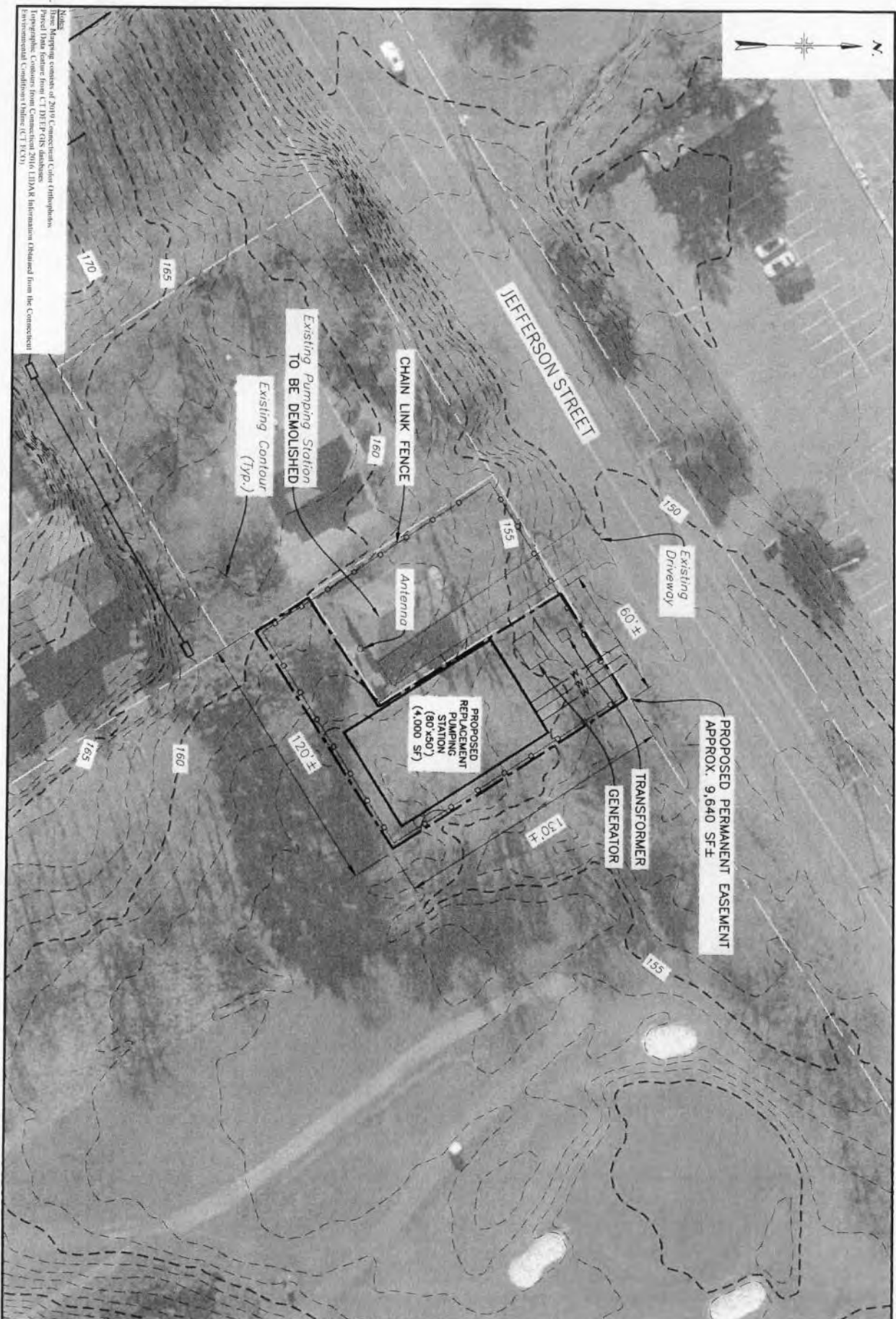


Notes:  
 Base Mapping consists of 2019 Connecticut Color Orthophotos  
 Parcel Data Feature from CT DHP GIS database  
 Topographic Contours from Connecticut 2016 LIDAR Information obtained from the Connecticut Environmental Conditions Office (CT ECO)

**TATA & HOWARD**  
 Date: October 2022 Not To Scale

**PROPOSED JEFFERSON STREET  
 PUMPING STATION  
 GOLF COURSE  
 CONCEPTUAL SITE PLAN**

Figure No.  
**1**



Notes:  
 Base Mapping courtesy of 2019 Connecticut Color Orthophotos  
 Project: 2023-01-01  
 Project: 2023-01-01  
 Environmental: 2023-01-01  
 Environmental: 2023-01-01

**TH**  
**TATA & HOWARD**  
 Date: January 2023 Not To Scale

**PROPOSED JEFFERSON STREET  
 PUMPING STATION  
 GOLF COURSE PROPERTY EASEMENT  
 CONCEPTUAL SITE PLAN**

Figure No.  
**1**

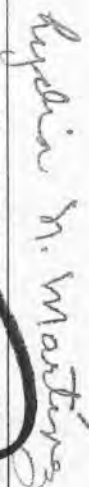
Item# 27-23

Resolution Authorizing a Tax PILOT Agreement ("PILOT") with the Bridgeport Housing Authority d/b/a Park City Communities ("PCC") to Facilitate the Substantial Renovation of the Harborview Apartments, Which Provide Housing to Elderly and Disabled Residents, located at 376 East Washington Avenue.

**Report  
of  
Committee  
On**

**CEA and Environment**

City Council Meeting Date: February 5, 2024  
(Off The Floor)

Attest:   
Lydia N. Martinez, City Clerk

Approved by:   
Joseph P. Ganim, Mayor

Date Signed: 2/14/24

RECEIVED  
CITY CLERKS OFFICE  
24 FEB 16 AM 2:40  
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. 27-23

**Resolution Authorizing a Tax PILOT Agreement ("PILOT")  
with the Bridgeport Housing Authority d/b/a Park City Communities ("PCC") to  
Facilitate the Substantial Renovation of the Harborview Apartments  
Which Provide Housing to Elderly and Disabled Residents  
located at 376 East Washington Avenue**

**WHEREAS**, the Harborview Property consists of approximately 240 one-bedroom apartments and is currently owned by PCC, a housing authority created pursuant to the provisions of Conn. Gen. Stat. §8-40, and, as such, is exempt from real property assessment and taxation pursuant to Conn. Gen. Stat. § 8-58; and

**WHEREAS**, PCC and the City have previously entered into a Cooperation Agreement approved by the City Council (Item No. 39-01) in or about December, 2001 (the "Original Cooperation Agreement"), a copy of which is attached as Exhibit A to the Amended and Restated Cooperation Agreement (the "PILOT"), pursuant to which, among other things, (i) PCC agreed to pay to the City certain Payments-in-Lieu of Taxes equal to ten percent (10%) of "Shelter Rent" (as that term is defined therein), and (ii) the City recognized that the real properties owned by PCC and subject to the Original Cooperation Agreement (the "Property" or, collectively, the "Properties") are exempt from normal real property assessment and taxation subject to terms and conditions stated in the Original Cooperation Agreement. In consideration for the entry into a PILOT, the City agreed to "furnish to the housing authority and its residents public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the municipality" (the "Public Services"); and

**WHEREAS**, PCC intends to undertake a "Rental Assistance Demonstration" ("RAD") conversion of 376 East Washington Street, Bridgeport, Connecticut, known as Harborview Towers (the "Harborview Property"), which under the RAD conversion, the Harborview Property will be converted from a public housing project to a project-based Section 8 funding platform, which will enable the Harborview Property to leverage unmet capital investment needs, including a needed rehabilitation of the Harborview Property; and





# City of Bridgeport, Connecticut

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**WHEREAS**, as part of the RAD conversion, PCC expects to ground lease the fee interest in the Harborview Property for 98 years, and to convey title to the improvements thereon, to a new entity to be controlled by PCC, which will serve as a vehicle to obtain an equity investment utilizing Low Income Housing Tax Credits ("LIHTC"); and

**WHEREAS**, PCC and the City wish to affirm (i) that the RAD conversion shall not affect the current status of the Harborview Property as exempt from real property assessment and taxation, (ii) that PCC shall continue to pay PILOTs in the same amount as are currently being paid on other Properties, and (iii) that the City shall not levy any real or personal property taxes upon the Harborview Property, including the leasehold and improvements, for the period, and upon the terms, stated in the PILOT Agreement; and

**WHEREAS**, it is in the City's best interest and in the best interests of its residents to enter into the PILOT Agreement attached hereto.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL** that, based upon the statements and representations made herein, the Director of OPED is hereby authorized to finalize and to execute the attached Amended and Restated Cooperation Agreement in substantially the form attached hereto and made a part hereof, and is further authorized to negotiate and to execute such other documents and take such other necessary or desirable actions in furtherance of, and consistent with, this resolution in the best interests of the City.



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

\_\_\_\_\_  
Mary A. McBride-Lee, **Co-Chair**

\_\_\_\_\_  
Scott Burns

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Jorge Cruz, Sr.

\_\_\_\_\_  
Jazmarie Melendez

\_\_\_\_\_  
Eneida L. Martinez

*City Council Date:* February 5, 2024 **(Off The Floor)**

## AMENDED AND RESTATED COOPERATION AGREEMENT

This Amended and Restated Cooperation Agreement ("Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and among **THE HOUSING AUTHORITY OF THE CITY OF BRIDGEPORT D/B/A PARK CITY COMMUNITIES** having an address at 150 Highland Avenue, Bridgeport, CT 06604 (hereinafter called, together with instrumentalities thereof, "PCC"), a municipal housing authority, and the **CITY OF BRIDGEPORT**, having an address at 45 Lyon Terrace, Bridgeport, CT 06604 (hereinafter called the "Municipality").

### RECITALS

A. The Harborview Property (as hereinafter defined) is currently owned by PCC, a housing authority created pursuant to the provisions of Conn. Gen. Stat. §8-40, and as such is exempt from real property assessment and taxation pursuant to Conn. Gen. Stat. § 8-58.

B. PCC and the Municipality have previously entered into a Cooperation Agreement approved by the City Council (Item No. 39-01) in or about December, 2001 (the "Original Cooperation Agreement") a copy of which is attached as **Exhibit A** hereto, pursuant to which, among other things, (i) PCC agreed to pay to the Municipality certain Payments-in-Lieu of Taxes ("PILOT's") equal to ten percent (10%) of "Shelter Rent" (as that term is defined herein), and (ii) the Municipality recognized that the real properties owned by PCC and subject to the Original Cooperation Agreement (the "Property" or, collectively, the "Properties") are exempt from normal real property assessment and taxation subject to terms and conditions stated in the Original Cooperation Agreement. In consideration for the entry into a PILOT, the Municipality agreed to "furnish to the housing authority and its residents public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality" (the "Public Services").

C. PCC intends to undertake a "Rental Assistance Demonstration" ("RAD") conversion of 376 East Washington Street, Bridgeport, Connecticut, known as Harborview Towers (the "Harborview Property"). Under the RAD conversion, the Harborview Property will be converted from a public housing project to a project-based Section 8 funding platform, which will enable the Harborview Property to leverage unmet capital investment needs, including a needed rehabilitation of the Harborview Property.

D. As part of the RAD conversion, PCC expects to ground lease the fee interest in the Harborview Property for 98 years, and to convey title to the improvements thereon, to a new entity to be controlled by PCC, which will serve as a vehicle to obtain an equity investment utilizing Low Income Housing Tax Credits ("LIHTC").

E. PCC and the Municipality wish to affirm (i) that the RAD conversion shall not affect the current status of the Harborview Property as exempt from real property assessment and taxation, (ii) that PCC shall continue to pay PILOT's in the same amount as are currently being paid on other Properties, and (iii) that the Municipality shall not levy any real or personal property taxes upon the Harborview Property, including the leasehold and improvements, for the period, and upon the terms, stated in this Agreement.

## AGREEMENTS

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows, intending to amend and restate the Original Cooperation Agreement in its entirety.

1. Whenever used in this Agreement:

a. The term "Harborview Property" shall mean the development located at 376 East Washington Street, Bridgeport, Connecticut, known as Harborview Towers, which includes a fourteen-story building containing approximately 240 one-bedroom apartment units occupied by elderly and disabled tenants.

b. The term "Taxing Body" shall mean the Municipality or any political subdivision or taxing unit thereof in which the Harborview Property is situated, and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to the Harborview Property; provided, however, that the imposition of use fees, such as by a water pollution control agency or similar authority, shall not be considered such an imposition and PCC is responsible for the payment of such use fees.

c. The term "Shelter Rent" shall mean the total of rental charges paid by all tenants of the Harborview Property for dwelling rents and non-dwelling rents (excluding all other income of the Harborview Property), less the cost to PCC or the Owner (as defined below) of all dwelling and non-dwelling utilities at the Harborview Property.

d. The term "Owner" shall mean an entity to be formed, anticipated to be either a limited partnership or limited liability company, in which PCC shall have an interest. The Owner shall be the ground lessee of the Harborview Property and owner of the improvements (for the duration of the ground lease) thereupon. Accordingly, this Agreement shall inure to the benefit of the Owner and Funders (defined below) as third-party beneficiaries hereof, and their respective successors and/or assigns.

2. PCC shall endeavor, on behalf of the Owner, to obtain a LIHTC award, obtain equity contributions from a LIHTC investor, obtain loans or grants from other funders (such as, without limitation, the Connecticut Department of Housing and the Connecticut Housing Financing Authority, and/or enter into contracts with the Secretary of Housing and Labor Development for loans and annual contributions (all of the foregoing funding parties being referred to in this Agreement as "Funders") to finance the contemplated rehabilitation and other capital needs of the Harborview Property.

3. a. So long as either (i) the Harborview Property is owned by PCC, (ii) the Harborview Property is ground leased to Owner, (iii) the Harborview Property is used for low income housing, (iv) any contract between PCC with a Funder or Funders for a loan or loans or annual contributions, or both, in connection with the Harborview Property remains in force and effect, or (v) any bonds issued in connection with the Harborview Property or any monies due to the Funders or in connection with the Harborview Property remain unpaid, whichever period is the longest, the Municipality agrees that it shall not levy or impose any real or personal property taxes upon the Harborview Property or upon PCC or the Owner. During such period, PCC shall make an annual payment called a "Payment in Lieu of Taxes" ("PILOT") in lieu of such taxes as provided below and in payment for the Public Services furnished from time to time without other

cost or charge for or with respect to the Harborview Property, except as hereinafter provided in Paragraph 5.

b. Each such annual PILOT shall be made within three hundred sixty-five (365) days after the end of the fiscal year end established for the Harborview Property, which ends on September 30. The annual PILOT shall be ten percent (10%) of the Shelter Rent actually collected. At the time that the annual PILOT is made, PCC shall submit a report to the Municipality in form and content reasonably satisfactory to the Municipality delineating the data on which the PILOT was determined, including the total rental charges paid by all tenants of the Harborview Property for dwelling rents and non-dwelling rents (excluding all other income of the Harborview Property), and the detailed costs to PCC or the Owner of all dwelling and non-dwelling utilities at the Harborview Property.

c. No PILOT payment for any year shall be made to the Municipality in excess of the amount of the real Harborview Property taxes which would otherwise have been levied or imposed by the Municipality for such year if the Harborview Property were not exempt from taxation pursuant to this Agreement and Connecticut statute.

4. During the period commencing with the date of the RAD conversion and continuing so long as either (i) the Harborview Property is owned by PCC or Owner, (ii) the Harborview Property is ground leased to Owner, (iii) the Harborview Property is used for low-income housing, (iv) any contract between PCC and a Funder or Funders for a loan or loans or annual contributions, or both, in connection with the Harborview Property remains in force and effect, or (v) any bonds issued in connection with the Harborview Property or any monies due to the Funders or in connection with the Harborview Property remain unpaid, whichever period is the longest, the Municipality, without cost or charge to PCC, and/or the Owner, as the case may be, or the tenants of the Harborview Property shall:

a. Furnish or cause to be furnished to PCC and/or the Owner, as the case may be, and the tenants of the Harborview Property, the Public Services.

b. Cooperate with PCC and/or the Owner, as the case may be, by such other lawful action or ways as the Municipality and PCC and/or the Owner, as the case may be, may find necessary in connection with the administration and operation of the Harborview Property.

c. PCC shall be responsible to pay all building and inspection fees, including permit fees, as might be payable during the rehabilitation of the Harborview Property and operation and capital improvement of the Harborview Property thereafter.

5. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any Public Services which it has agreed hereunder to furnish or to cause to be furnished to PCC and/or the Owner, as the case may be, or to the tenants of the Harborview Property or PCC and/or the Owner, as the case may be, incurs any expense to obtain such Public Services, then the applicable foregoing parties may deduct the amount of such expense from any PILOT payment due or to become due to the Municipality in respect to the Harborview Property.

6. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to the Harborview Property during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in the Harborview Property or any property included or planned to be included in the Harborview Property, or any contracts in connection with the Harborview Property. If any such

governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, then he/she shall immediately disclose such interest to PCC and the Municipality for further evaluation and action.

7. So long as any contract between PCC and/or the Owner, and any Funder in connection with the Harborview Property remains in force and effect, or so long as any bonds issued in connection with the Harborview Property or any monies due to Funders in connection with the Harborview Property remain unpaid, this Agreement shall not be abrogated, changed, or modified without the prior written consent of any of the Funders. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to the Harborview Property so long as the title (in fee and/or leasehold) to the Harborview Property is held by PCC and/or the Owner, and PCC and/or the Owner, as the case may be, is authorized by law to engage in the development or administration of low-income housing projects. If at any time such title to, or possession of, the Harborview Property, or any ground lease thereof, is held by any other public body or governmental agency, or any of the Funders, then the provisions hereof shall inure to the benefit of, and may be enforced by, such other public body or governmental agency, or such Funder(s).

8. This Agreement shall continue in effect throughout its term, and in the event of any sale or other disposition of the Harborview Property, and/or any other improvements to same by PCC and/or the Owner (or any subsequent owners) so long as the requirements and other provisions of this Agreement are met. This Agreement shall also continue in effect in the event of any transfer of any limited partnership or limited liability company interest in the Owner or any successor or assign thereto so long as the requirements and other provisions of this Agreement are met.

9. Notwithstanding anything to the contrary contained herein, the rights of the Municipality regarding the Harborview Property against PCC and/or the Owner, as the case may be, shall be satisfied solely and exclusively out of the assets of the Harborview Property and any income or proceeds from the operation or sale of the Harborview Property, shall constitute a lien against the Harborview Property, and shall enjoy the priority of real estate tax liens pursuant to Connecticut General Statutes.

10. This Agreement constitutes the entire contract between the parties hereto with respect to the subject matter hereof, and no oral statements or promises and no understanding not embodied in this Agreement shall be valid or binding. Any modification of this Agreement shall be in writing and executed with the same formality as this Agreement. This paragraph may not be waived or modified orally.

11. This Agreement shall be governed by, and construed under, the laws of the State of Connecticut, and if any clause or provision herein contained would operate to invalidate this Agreement in whole or in part, then such clause or provision only shall be of no effect, and the remainder of this Agreement shall remain operative and in full force and effect.

12. This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute but one and the same Agreement. However, this Agreement shall not be binding on, or constitute evidence of, a contract between the parties until such time as a counterpart of this Agreement has been executed by each of the

parties and a copy thereof is delivered to each party hereunder by either regular mail, electronic mail (including .pdf) or facsimile. Additionally, facsimile or electronic mail copies of signature pages shall constitute acceptance of and consent to this Agreement.

14. Notices. All notices required or desired to be given to the other party hereunder shall be given by hand, by recognized overnight delivery service, or by certified mail, return receipt requested, and deposited in a repository of the United States Postal Service to the parties as follows:

If to the Municipality:

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

With a copy to:

City Attorney  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604

If to PCC:

Executive Director  
Park City Communities  
150 Highland Avenue  
Bridgeport, CT 06604

With a copy to:

Attorney David Hoopes  
Hoopes Morgenthaler Rausch & Scaramozza LLC  
185 Asylum Street  
CityPlace II | 15th Floor  
Hartford, CT 06103

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

16. Recording Needed to Become Effective. This Agreement shall only become effective against the Municipality and enforceable by PCC if the same has been recorded in the Bridgeport Land Records.

*[Rest of Page Left Intentionally Blank-Signature Pages to Follow]*

**IN WITNESS WHEREOF**, the Municipality and PCC have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

**CITY OF BRIDGEPORT**

By: \_\_\_\_\_

Attest:

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

STATE OF CONNECTICUT    )  
  ) ss.  
COUNTY OF FAIRFIELD    )

At: Bridgeport

On \_\_\_\_\_, 202\_\_, before me personally appeared \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the duly authorized \_\_\_\_\_ of the City of Bridgeport, and that s/he executed this instrument as her/his free act and deed in such capacity.

\_\_\_\_\_

Commissioner of the Superior Court  
Notary Public  
My Commission expires:



**THE HOUSING AUTHORITY OF THE CITY OF  
BRIDGPORT D/B/A PARK CITY COMMUNITIES**

By: \_\_\_\_\_  
Jillian Baldwin

Attest:

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

STATE OF CONNECTICUT    )  
  ) ss.  
COUNTY OF FAIRFIELD    )

At:

On \_\_\_\_\_, 202\_\_, before me personally appeared Jillian Baldwin, to me known, who, being by me duly sworn, did depose and say that s/he is the duly authorized \_\_\_\_\_ of The Housing Authority of the City of Bridgeport d/b/a Park City Communities, and that s/he executed this instrument as her/his free act and deed in such capacity.

\_\_\_\_\_

Commissioner of the Superior Court

Notary Public

My Commission expires:

**Exhibit A**

**Cooperation Agreement Approved December 2001**

COOPERATION AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1994, by and between the HOUSING AUTHORITY OF THE CITY OF BRIDGEPORT (herein called "Housing") and the CITY OF BRIDGEPORT (herein called the "Municipality"), witnesseth;

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

(a) The term "Complex" shall mean any low-rent housing developed or acquired by Housing with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"); excluding, however, any low-rent housing complex covered by any contract for loans and annual contributions entered into between Housing and the Government or its predecessor agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State of Connecticut or any political subdivision or taxing unit thereof in which a Complex is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Complex if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all residents of a Complex for dwelling rents and nondwelling rents (excluding all other income for such Complex), less the cost to Housing of all dwelling and non-dwelling utilities.

2. Housing shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Complexes comprising approximately 658 units of low-rent housing and (b) to develop or acquire and administer such Complex or Complexes, which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Complex, presently known as Turnbull Gardens and Pequotneck Apartment

3. (a) Under Section 8-58 of the C.G.S., all complexes are exempt from all real personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Complex, so long as either (i) such Complex is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between Housing and the Government for loans or annual contributions, or both, in connection with such Complex remains in force and effect, or (iii) any bonds issued in connection with such Complex or any monies due to the Government in connection with such Complex remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Complex or upon Housing with respect thereto. During such period, Housing shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the Public Services and facilities furnished from time to time without other cost or charge for or with respect to such residential Complexes,

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Complex, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent charged by Housing in respect to such Complex during such fiscal year or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower.

(c) No payment for any year shall be made to the Municipality in excess of the amount of the real property taxes which would have been paid to the Municipality for such year if the Complex were not exempt from taxation.

(d) Upon failure of Housing to make any Payment in Lieu of Taxes authorized pursuant to paragraph 3 above, no lien against any Complex or asset of Housing shall attach, nor shall any interest or penalty accrue or attach on account thereof.

4. During the period commencing with the date of the acquisition of any part of the site or sites or any Complex and continuing so long as either (i) such Complex is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between Housing and the Government for loans or annual contributions, or both, in connection with such Complex remains in force and effect, or (iii) any bonds issued in connection with such Complex or any monies due to the Government in connection with such Complex remain unpaid, whichever period is the longest, the Municipality without cost or charge to Housing or the residents of such Complex (other than the Payments in Lieu of Taxes) shall:

(a) Furnish or cause to be furnished to Housing and the residents of such Complex public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads and alleys within the area of such Complex as may be necessary in the development thereof, and convey without charge to Housing such interest as the Municipality may have in such vacated areas; and so far as it is lawfully able to do so without cost or expense to Housing or to the Municipality, cause to be removed from such vacated areas, in so far as it may be necessary, all public or private utility lines and equipment;

(c) In so far as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Complex, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Complex as are reasonable and necessary for the development and protection of such Complex and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Complex and

(e) Cooperate with Housing by such other lawful action or ways as the Municipality and Housing may find necessary in connection with the development and administration of such Complex.

5. In respect to any Complex, the Municipality further agrees that within a reasonable time after receipt of a written request therefor from Housing:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Complex, together with all storm and sanitary sewer mains in such dedicated areas, after Housing, at its own expense, has completed the grading, improvements, paving and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Complex or necessary to provide adequate access thereto (in consideration whereof Housing shall pay to the Municipality such amount as would be assessed against the Complex site for such work if such site were privately owned), and

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Complex and serving the bounding streets thereof (in consideration whereof Housing shall pay to the Municipality such amount as would be assessed against the Complex site for such work if such site were privately owned).

6. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to Housing or to the residents of any Complex, Housing incurs any expense to obtain such services or facilities then Housing may deduct the amount of such expense from any Payments in Lieu of Taxes due or to become due to the Municipality in respect to any Complex or any other low-rent housing complexes owned or operated by Housing.

7. No Cooperation Agreement heretofore entered into between the Municipality and Housing shall be construed to apply to any Complexes covered by this Agreement.

8. No member of the governing body of the Municipality or any other public official of the Municipality who exercises any responsibilities or functions with respect to any Complex, during his tenure or for two years thereafter shall have any interest, direct or indirect, in any Complex or any property included or planned to be included in any Complex, or any contracts in connection with such Complexes or property. If any such governing body member or such other public official of the Municipality involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to Housing.

9. So long as any contract between Housing and the Government for loans, (including preliminary loans) or annual contributions, or both, in connection with any Complex remains in force and effect, or so long as any bonds issued in connection with any Complex or any monies due to the Government in connection with any Complex remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Complex so long as the beneficial title to such Complex is held by Housing or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing complexes. If at any time the beneficial title to, or possession of, any Complex is held by such other public body or governmental agency, including the Government, the provisions hereon shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF, the Municipality and Housing have respectfully signed this Agreement and caused their seals to be affixed and attested as of the day and year above written.

ATTEST:

CITY OF BRIDGEPORT

By \_\_\_\_\_  
Joseph P. Ganin, Mayor

ATTEST:

HOUSING AUTHORITY OF THE CITY  
OF BRIDGEPORT