

CITY OF WATERTOWN, NEW YORK
REVISED AGENDA
Tuesday, February 19, 2019

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Tuesday, February 19, 2019, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRESENTATION

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Performance Review of City Manager
- Resolution No. 2 - Performance Review of City Clerk
- Resolution No. 3 - Amendment No. 118 to the Management And Management Confidential Pay Plan for Fiscal Year 2018-19
- Resolution No. 4 - Approving Temporary Fire Department Overhire
- Resolution No. 5 - Commissioner of Deeds 2019-2020
- Resolution No. 6 - Authorizing Supplemental Agreement No. 1, Contract No. D035557, Mill Street/Black River (BIN 2220240) and Route 283/North Branch Black River (BIN 2220260), PIN 775370, Final Design and Construction/Construction Inspection Phase
- Resolution No. 7 - Authorizing Amendment No. 1 to Professional Services Agreement for Bridge NY Project, C&S Engineers

- Resolution No. 8 - Authorizing Professional Services Agreement For Bridge NY Project, Construction Administration and Inspection Phase, C&S Engineers
- Resolution No. 9 - Accepting Bid for CDBG Sidewalk Construction
- Resolution No. 10 - Accepting Bid for Sidewalk Replacement Project, District 13
- Resolution No. 11 - Accepting Bid for Bridge Rehabilitation on Mill and Pearl Streets Project

ORDINANCES

- Ordinance No. 1 - An Ordinance Amending the Ordinance Dated October 2, 2017, Authorizing the Issuance of \$1,300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Mill Street Bridge, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$1,325,000
- Ordinance No. 2 - An Ordinance Amending the Ordinance Dated October 2, 2017, Authorizing the Issuance of \$500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Pearl Street Bridge, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$975,000
- Ordinance No. 3 - An Ordinance Authorizing the Issuance of \$250,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 13 Within the City

LOCAL LAW

PUBLIC HEARING

- 7:30 p.m. Establishing Assessment Charge for Sidewalks, Spring and Fall 2019 Pursuant to Section 93 of the City Charter

OLD BUSINESS

STAFF REPORTS

1. Quarterly Financial Report

NEW BUSINESS

EXECUTIVE SESSION

1. The proposed acquisition, sale or lease of real property when publicity would affect the value thereof.
2. To discuss proposed, pending or current litigation.

WORK SESSION

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
MARCH 4, 2019.**

Res Nos. 1 and 2

February 13, 2018

To: City Council Members

From: Joseph M. Butler, Jr., Mayor

Subject: Resolutions of Performance Reviews of City Manager and City Clerk

The Council Members have had an opportunity to review the accomplishments over the past year for the City Manager and City Clerk.

Attached are two resolutions which provide favorable performance reviews for both.

RESOLUTION

Page 1 of 1

Performance Review of City Manager

Introduced by

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

WHEREAS the Charter of the City of Watertown under Title III, Section 20-6 requires a performance review of the City Manager annually with findings adopted by March 1 each year, and

WHEREAS the City Manager, Richard M. Finn, has submitted to City Council a list of his accomplishments for the previous year, and

WHEREAS it was determined that the City Manager has demonstrated his management and communication style, and has become an effective leader of the City’s workforce, and

WHEREAS the City Manager has been effective at maintaining the financial strength of the City, managing the myriad of tasks and responsibilities that fall under his discretion, and

WHEREAS City Council shared its observations and suggestions for development and improvement and are confident the City Manager will address these areas,

NOW THEREFORE BE IT RESOLVED that following an assessment and review of the City Manager’s duties and performance, we find the City Manager, Richard M. Finn, has performed consistent with the expectations of the Council during the previous year.

Seconded by

RESOLUTION

Page 1 of 1

Performance Review of City Clerk

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the Charter of the City of Watertown under Title III, Section 20-8 requires a performance review of the City Clerk annually with findings adopted by March 1 each year, and

WHEREAS the City Clerk, Ann M. Saunders, has provided City Council with a summary of her duties and accomplishments for the previous year, and

WHEREAS City Council determined the City Clerk has done an excellent job of carrying out the duties of her office and serving the public, and

WHEREAS the City Clerk has effectively led her staff in a professional and productive way, and

WHEREAS the City Clerk continues to work on improving the use of technology to make her office more efficient,

NOW THEREFORE BE IT RESOLVED that following an assessment and review of the City Clerk’s duties and performance, we find the City Clerk, Ann M. Saunders, has performed consistent with expectations and did an excellent job in the year.

Seconded by

Res No. 3

February 15, 2019

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager

Subject: Amendment No. 118 to the Management and Management Confidential Pay Plan.

Resolution #3 is seeking City Council's approval to revise the current salaries for both the Police Chief and the Police Captain. Given the recent approval of the Police Collective Bargaining Agreement, we have identified salary compression between these 2 positions and the position of Lieutenant.

If this is not addressed now, we would experience a major salary inequality with the Lieutenant position actually earning a higher adjusted salary than our Police Captain. Adjusting the Chief and Captain's salary is required to ensure that they receive salary higher than their subordinates.

A resolution for City Council consideration is attached.

A handwritten signature in black ink, appearing to read "R. Finn", is positioned to the right of the text "A resolution for City Council consideration is attached."

RESOLUTION

Page 1 of 1

Amendment No. 118 to the Management
And Management Confidential Pay Plan
for Fiscal Year 2018-19

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Amendment No. 118 to the Management and Management Confidential Pay Plan, in order to amend the annual compensation for the positions listed below effective February 20, 2019,

Position

- Police Captain
- Police Chief

Salary

- \$ 109,586
- \$ 115,065

Seconded by

Res No. 4

February 15, 2019

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Approving Temporary Fire Department Overhire

The FY 2018-2019 budget for the Fire Department provided for 72 fire personnel. Currently the Department has pending retirements expected before the end of the fiscal year.

An in-house Fire Academy is being conducted beginning next month. Staff requests Council consider and authorize the hire of one additional position, which will result in a temporary budget overage of one firefighter in the Department. The hiring of one additional firefighter trainee will ensure the staffing continuity of the Fire Department. The City Manager's office has been made aware that one additional Firefighter will be retiring during the next 60 day period.

A resolution for City Council consideration is attached.

Chief Herman will be available to answer any questions Council may have regarding this proposal.

RESOLUTION

Page 1 of 1

Approving Temporary Fire Department Overhire

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown Fire Department is presently operating under its FY 2018-19 Budget of 72 fire personnel, and

WHEREAS, there is a pending retirement expected before the end of this fiscal year, and

WHEREAS the Fire Training Academy will be conducted in March 2019,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves temporarily hiring one additional firefighter trainee at this time, bringing the total Fire Department personnel to one over the current budget of 72, and

BE IT FURTHER RESOLVED that the Fire Chief is hereby authorized and directed to proceed with the requested overhire to enter the March 2019 Fire Training Academy.

Seconded by

Res No. 5

February 6, 2019

To: Richard M. Finn, City Manager
From: Ann M. Saunders, City Clerk
Subject: Commissioner of Deeds

The City Clerk's Office has received an additional application for Commissioner of Deeds Appointment. Attached for City Council consideration is a resolution appointing this individual as Commissioner of Deeds for the City of Watertown for a two-year term ending December 31, 2020.

ACTION: City Manager recommends approval.

A handwritten signature in black ink, appearing to be "R. Finn", written over the text "City Manager recommends approval." The signature is stylized and cursive.

RESOLUTION

Page 1 of 1

Commissioner of Deeds

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS Commissioner of Deeds in the cities of this state shall be appointed by the common councils of such cities, and

WHEREAS Commissioner of Deeds shall hold the term of two years, and

WHEREAS Any person who resides in or maintains an office or other place of business in any such city and who resides in the county in which said city is situated shall be eligible to appointment

NOW THEREFORE BE IT RESOLVED that the following individuals are hereby appointed Commissioner of Deeds for the term expiring December 31, 2020.

City Employee – Code Enforcement
Morgan Michelle Corbin Baker

Non-City Employee
Marisa Anne McIlroy

Seconded by

Res No. 6

February 11, 2019

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager 

Subject: Authorizing NYS DOT Supplemental Agreement No. 1 to D035557,
PIN 775370,
Mill Street and NYS Route 283 Over Black River
Final Design and Construction/Construction Inspection Phase

The City of Watertown has received notification from the State of New York Department of Transportation that the Bridge NY Program will utilize Federal National Highway Performance Program (NHPP) funds for the Final Design and Construction/Construction Inspection Phase of this project. This is a Locally Administered Federal Aid (LAFA) project.

At the March 6, 2017 meeting, City Council authorized the Preliminary Engineering Design of this project.

At this point in time, the City is prepared to move forward with the Final Design and Construction/Construction Inspection Phase for the project. The estimated cost associated with completing this Phase is \$2,124,000. Based on the standard Bridge NY Local Project Agreement, the Federal Share is 95% and the non-Federal Share is 5%. However, additional rehabilitation work was deemed necessary, which increases the City's share to \$551,873 (or 19.5%)

The attached Resolution for Council consideration authorizes Mayor Butler to sign the Supplemental Agreement No. 1 for the Final Design and Construction/Construction Inspection Phase. Approval is contingent on the two Bond Ordinances for each bridge to fund the project.

RESOLUTION

Page 1 of 2

Authorizing Supplemental Agreement No. 1,
Contract No. D035557, Mill Street/Black River
(BIN 2220240) and Route 283/North Branch Black
River (BIN 2220260), PIN 775370, Final Design
and Construction/Construction Inspection Phase

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS a project BIN 2220240 Mill Street/Black River and BIN 2220260 NYS Route 283/North Branch Black River, PIN 775370 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds, and

WHEREAS the City of Watertown will design, let and construction the Project, and

WHEREAS the City of Watertown desires to advance the Project by making a commitment of 100% of the costs of the work for the Project or portions thereof,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown does hereby approve the above-subject project, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby authorizes the City Comptroller to pay 100% of the cost of the Final Design and Construction/Construction Inspection work for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or reimbursement from Bridge NY funds, and

BE IT FURTHER RESOLVED that the sum of \$2,124,000 is hereby appropriated from the City of Watertown Capital Budget and made available to cover the cost of participation in the above phase of the Project, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby agrees that the City of Watertown shall be responsible for all costs of the Project which exceed the amount of federal-aid, state-aid, or NY Bridge Funding awarded to the City of Watertown, and

RESOLUTION

Page 2 of 2

Authorizing Supplemental Agreement No. 1, Contract No. D035557, Mill Street/Black River (BIN 2220240) and Route 283/North Branch Black River (BIN 2220260), PIN 775370, Final Design and Construction/Construction Inspection Phase

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total.....

YEA	NAY

BE IT FURTHER RESOLVED that in the event the Project costs not covered by federal-aid, state-aid, or NY Bridge funding exceed the amount appropriated above, the City Council of the City of Watertown shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Manager’s Office thereof, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby agrees that construction of the Project shall be completed within thirty (30) months, and

BE IT FURTHER RESOLVED that the Mayor of the City of Watertown be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for federal-Aid and/or state-aid on behalf of the City of Watertown with the New York Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality’s funding of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and

BE IT FURTHER RESOLVED that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Seconded by



Department of
Transportation

ANDREW M. CUOMO
Governor

PAUL A. KARAS
Acting Commissioner

STEVEN G. KOKKORIS, P.E.
Regional Director

October 1, 2018



Mr. Richard Finn, City Manager
Watertown City Hall
245 Washington Street, Room 302
Watertown, NY 13601

RE: PIN 775370 – SUPPLEMENTAL AGREEMENT #1 to D035557
CONTRACT #: D035557
PROJECT: Mill Street and NYS Route 283 over Black River
PHASE: Final Design and Construction/Construction Inspection
MUNICIPALITY: City of Watertown

Dear Mr. Finn:

This Supplemental Agreement # 1 is required to enable funding for the Final Design, Construction and Construction Inspection Phases.

Enclosed are two (2) complete copies of the Supplemental Agreement, titled: **Supplemental Agreement No. 1 to D035557**. Each text package contains the following:

- Schedule "A" (**All Phases**);
- Sponsor Example Resolution

Also enclosed are seven (7) additional copies of the Signature Sheet (page 2).

To complete the Enclosed Agreement

The City completes the agreement by:

1. Sign and date all copies of the Signature Sheet (**page 2**) and have notarized the affirmation statement on the same page.
2. The Resolution authorizing 100% first instance payment of the Total Project cost must be enacted by the City and contain the Municipal Seal. Either embossed or foil self-adhesive seals are acceptable. Signatures on all copies of both the Signature Page and the Resolution should be in original ball point pen (**Blue ink**).

Mr. Richard Finn, City Manager
Page 2
October 1, 2018

The Signature Sheet (page 2) requires the signature of the local official authorized to act on the City's behalf, and the signature of the City Attorney, each at the place indicated. The Acknowledgment Statement on Page 2 requires a Notary's signature and stamp affixed as indicated.

Return to my office:

1. One signed complete agreement.
2. Seven (7) signed signature sheets.
3. Eight (8) copies of the resolution (original Blue ink with either an embossed or foil self-adhesive Municipal Seal on each copy).

Questions concerning this project should be addressed to Nancy Catalina, Local Program Liaison at 315-785-2300.

Sincerely,



✓ Scott A. Docteur, P.E.
Director, Regional Planning & Program Mgmt.

Copy with Attachment:

Mr. Justin Wood, City Engineer, City of Watertown
Kristopher H. Reff, Acting Program & Project Management Supervisor (Center File)
Nancy Catalina, Regional Local Program Liaison

Sponsor: City of Watertown
PIN: 775370 BIN: 2220240/2220260
Comptroller's Contract No. D035557
Supplemental Agreement No. 1
Date Prepared: 10/1/18 By: (NAC)
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D035557 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

City of Watertown (the Sponsor)

Acting by and through the **City Council**

with its office at **the Municipal Building, 245 Washington Street, Watertown, NY 13601.**

This amends the existing Agreement between the parties in the following respects only (*check applicable categories*):

Amends a previously adopted Schedule A by (*check as applicable*):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (*check and enter the # phase(s) as applicable*):
 - adding phase **321** which covers eligible costs incurred on/after **9/11/2018**
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other ()

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by adding Appendix 2-S – Iran Divestment Act:

Amends the text of the Agreement as follows (*insert text below*):

Sponsor: **City of Watertown**
PIN: **775370** BIN: **2220240/2220260**
Comptroller's Contract No. **D035557**
Supplemental Agreement No. **1**
Date Prepared: **10/1/18** By: **(NAC)**
Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF **Jefferson**

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law '112

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
7753.70.121	Current	NHPP	\$17,507.00	\$16,631.65	\$0.00	\$875.35
	Old		\$122,000.00	\$115,900.00	\$0.00	\$6,100.00
7753.70.122	Current	NHPP	\$92,117.00	\$87,511.00	\$0.00	\$4,606.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
7753.70.123	Current	NHPP	\$65,376.00	\$62,107.00	\$0.00	\$3,269.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
7753.70.321	Current	NHPP	\$1,625,000.00	\$1,543,750.00	\$0.00	\$81,250.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
7753.70.NPS	Current	100% Local	\$324,000.00	\$0.00	\$0.00	\$324,000.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$2,124,000.00	\$1,709,999.65	\$ 0.00	\$414,000.35

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,709,999.65	\$ 0.00	\$ 0.00	\$414,000.35	\$2,124,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Nancy Catalina</u> Phone No: <u>315-785-2300</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYS DOT/State-Local Agreement – Schedule A

Footnotes: (See [LPB's website](#) for link to sample footnotes)

- PIN 775370, OSC Municipal Contract No. D035557. Rehabilitates two bridges BIN 2220240 (Mill St) and BIN 2220260 (Rte 283).
- This project is being 95% federally funded by National Highway Performance Program (NHPP) funds through the Bridge NY Program - capped at \$1,800,000.00 (\$1,710,000.00 Federal).
- Bridge NY projects are funded with 95% federal aid with the addition of toll credits, as provided for under Title 23 USC 120(i). The remaining 5% of the project cost will be non-federal (i.e., local) match.
- This is a Bridge NY project. Reimbursement for this project is capped at the amount shown above. Funding can be used for any phase of this project.
- Projects must begin construction no later than 18 months after award; award is defined as approved State-Local Agreement (SLA) by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress their execution of the State-Local Agreement.
- Projects must be fully completed within three years of commencing construction; construction is defined as an award to a contractor or commencement of work by municipal forces. Therefore, Sponsors are strongly encouraged to have projects substantially complete within two years of commencing construction.
- Bridge NY projects are funded with 95% federal aid with the addition of toll credits, as provided for under Title 23 USC 120(i). The remaining 5% of the project cost will be non-federal (i.e., local) match. Any additional funds required to complete the project beyond the award amount are the responsibility of the project sponsor.
- This Supplemental Agreement #1 adds Final Design, Construction, and Construction Inspection funding.
-
-
-

RESOLUTION

SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY

(Bridge Project)

RESOLUTION NUMBER: _____

Authorizing the implementation and funding of the costs of 100% of the costs of a transportation project, which may be eligible for federal-aid and/or state-aid, or reimbursement from Bridge NY funds.

WHEREAS, a project for the _____, P.I.N. _____ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of _____% Federal funds and _____% non-federal funds; and

WHEREAS, the _____ of _____ will design, let and construct the Project: and

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the costs of the work for the Project or portions thereof.

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay 100% of the cost of _____ work for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or reimbursement from Bridge NY funds; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that the _____ BOARD hereby agrees that the _____ of _____ shall be responsible for all costs of the Project which exceed the amount of federal-aid, state-aid, or NY Bridge funding awarded to the _____ of _____; and it is further

RESOLVED, that in the event the Project costs not covered by federal-aid, state-aid, or NY Bridge funding exceed the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof; and it is further

RESOLVED, that _____ hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute on behalf of the _____ of _____ all necessary agreements, certifications or reimbursement requests for federal-aid and/or state-aid with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the _____ of _____'s funding of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

Sponsor: **City of Watertown**
PIN: **775370** BIN: **2220240/2220260**
Comptroller's Contract No. **D035557**
Supplemental Agreement No. **1**
Date Prepared: **10/1/18** By: **(NAC)**
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 1 to D035557 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

City of Watertown (the Sponsor)

Acting by and through the **City Council**

with its office at **the Municipal Building, 245 Washington Street, Watertown, NY 13601.**

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase **321** which covers eligible costs incurred on/after **9/11/2018**
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other ()

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by adding Appendix 2-S – Iran Divestment Act:

Amends the text of the Agreement as follows (insert text below):

Sponsor: **City of Watertown**
PIN: **775370** BIN: **2220240/2220260**
Comptroller's Contract No. **D035557**
Supplemental Agreement No. **1**
Date Prepared: **10/1/18** By: **(NAC)**
Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF **Jefferson**

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law § 112

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
7753.70.121	Current	NHPP	\$17,507.00	\$16,631.65	\$0.00	\$875.35
	Old		\$122,000.00	\$115,900.00	\$0.00	\$6,100.00
7753.70.122	Current	NHPP	\$92,117.00	\$87,511.00	\$0.00	\$4,606.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
7753.70.123	Current	NHPP	\$65,376.00	\$62,107.00	\$0.00	\$3,269.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
7753.70.321	Current	NHPP	\$1,625,000.00	\$1,543,750.00	\$0.00	\$81,250.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
7753.70.NPS	Current	100% Local	\$324,000.00	\$0.00	\$0.00	\$324,000.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$2,124,000.00	\$1,709,999.65	\$ 0.00	\$414,000.35

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,709,999.65	\$ 0.00	\$ 0.00	\$414,000.35	\$2,124,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Nancy Catalina</u> Phone No: <u>315-785-2300</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYS DOT/State-Local Agreement – Schedule A

Footnotes: (See LPB's website for link to sample footnotes)

- PIN 775370, OSC Municipal Contract No. D035557. Rehabilitates two bridges BIN 2220240 (Mill St) and BIN 2220260 (Rte 283).
- This project is being 95% federally funded by National Highway Performance Program (NHPP) funds through the Bridge NY Program - capped at \$1,800,000.00 (\$1,710,000.00 Federal).
- Bridge NY projects are funded with 95% federal aid with the addition of toll credits, as provided for under Title 23 USC 120(i). The remaining 5% of the project cost will be non-federal (i.e., local) match.
- This is a Bridge NY project. Reimbursement for this project is capped at the amount shown above. Funding can be used for any phase of this project.
- Projects must begin construction no later than 18 months after award; award is defined as approved State-Local Agreement (SLA) by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress their execution of the State-Local Agreement.
- Projects must be fully completed within three years of commencing construction; construction is defined as an award to a contractor or commencement of work by municipal forces. Therefore, Sponsors are strongly encouraged to have projects substantially complete within two years of commencing construction.
- Bridge NY projects are funded with 95% federal aid with the addition of toll credits, as provided for under Title 23 USC 120(i). The remaining 5% of the project cost will be non-federal (i.e., local) match. Any additional funds required to complete the project beyond the award amount are the responsibility of the project sponsor.
- This Supplemental Agreement #1 adds Final Design, Construction, and Construction Inspection funding.
-
-
-

RESOLUTION

**SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY
(Bridge Project)
RESOLUTION NUMBER: _____**

Authorizing the implementation and funding of the costs of 100% of the costs of a transportation project, which may be eligible for federal-aid and/or state-aid, or reimbursement from Bridge NY funds.

WHEREAS, a project for the _____, P.I.N. _____ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of _____% Federal funds and _____% non-federal funds; and

WHEREAS, the _____ of _____ will design, let and construct the Project: and

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the costs of the work for the Project or portions thereof.

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay 100% of the cost of _____ work for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or reimbursement from Bridge NY funds; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that the _____ BOARD hereby agrees that the _____ of _____ shall be responsible for all costs of the Project which exceed the amount of federal-aid, state-aid, or NY Bridge funding awarded to the _____ of _____; and it is further

RESOLVED, that in the event the Project costs not covered by federal-aid, state-aid, or NY Bridge funding exceed the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof; and it is further

RESOLVED, that _____ hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute on behalf of the _____ of _____ all necessary agreements, certifications or reimbursement requests for federal-aid and/or state-aid with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the _____ of _____'s funding of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

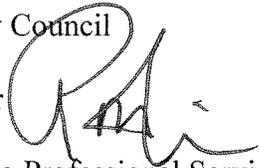
RESOLVED, this Resolution shall take effect immediately.

FISCAL YEAR 2018-2019
CAPITAL BUDGET
INFRASTRUCTURE
BRIDGES

PROJECT DESCRIPTION	COST
<p>Mill Street Bridge (NYS Route 11) South (BIN 2220400)</p> <p>The Mill Street Bridge (north span) is located between Main Avenue and Newell Street. It was constructed in 1989 and spans approximately 200 ft, from Beebee Island, across the Black River, with a curb to curb width of 38 feet.</p> <p>Bridge reconstruction would include:</p> <ul style="list-style-type: none"> - New paint on girders - New joints and concrete work at abutments - Bearing restoration a corners - Minor concrete pedestal work - New concrete sealing - New deck with concrete grooving  <p>This bridge was given an overall rating of 4.668. Using the NYSDOT condition rating scale of 1-7, with 7 being in new condition.</p> <p>Funding to support this project is from the 2016 NYS DOT BRIDGE NY grant awarded to the City.</p>	<p>\$1,000,000</p>
TOTAL	\$1,000,000

Res No. 7

February 11, 2019

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Authorizing Agreement No. 1 to Professional Services Agreement for Bridge NY Project

The City of Watertown has received notification from the State of New York Department of Transportation that the Bridge NY Program will utilize Federal National Highway Performance Program (NHPP) funds for the Final Design and Construction/Construction Inspection Phase of this project. This is a Locally Administered Federal Aid (LAFA) project. At the March 6, 2017 meeting, City Council authorized the Preliminary Engineering Design of this project.

C&S Engineers has now submitted Amendment No. 1 to include additional scope of work as detailed in the attached agreement and primarily related to a change in NYS DOT bridge standards mid-way in the design process in the amount \$30,000, which brings the total contract amount to \$205,000.

The attached Resolution for Council consideration authorizes the City Manager to sign Amendment No. 1. Approval is contingent on the Bond Ordinance Amendment for the bridge to fund the project.

RESOLUTION

Page 1 of 1

Authorizing Amendment No. 1 to Professional Services Agreement for Bridge NY Project, C&S Engineers

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS a project BIN 2220240 Mill Street/Black River and BIN 2220260 NYS Route 283/North Branch Black River, PIN 775370 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds, and

WHEREAS on October 2, 2017, City Council approved the Professional Services Agreement with C&S Engineers for the Purpose of Performing engineering services for the Bridge NY Project in the amount of \$175,000 for the rehabilitation of the Mill Street Bridge (North span) and the Pearl Street Bridge (North span),

WHEREAS C&S Engineers has now submitted Amendment No. 1 of the design services for this project in the amount of \$30,000 bringing the total contract amount to \$205,000 to include the additional scope of work, a copy of which is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the amendment No. 1 to the Professional Services Agreement with C&S Engineers, and

BE IT FURTHER RESOLVED that approval of this resolution is contingent upon approval of the Bond Ordinance to cover the cost of this project, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign Amendment No. 1 of the Professional Services Agreement with C&S Engineers.

Seconded by



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 8 February 8, 2019

TO: Richard Finn, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Bridge NY - D035557 - Supplemental Agreement #1 (Design Services)
Mill St/Black River (BIN 2220240)
Rte 283/N. Br. Black River (BIN 2220260)

Enclosed is a copy of the Supplemental Agreement #1 (SA#1) for professional services with C&S Engineers for City Council review and approval. The SA#1 covers out of scope work required to complete the design phase of the rehabilitation of the Mill Street Bridge (North span) and Pearl Street Bridge (North span) **for an amount of \$30,000.**

This supplemental agreement for \$30,000, plus the original agreement in the amount of \$175,000, brings the total contract amount to \$205,000. The additional scope of work is detailed in the attached agreement, and was primarily related to additional design to accommodate a thicker concrete deck and raising approaches due to changes in NYSDOT standards mid way in the design process. Significant redesign, analysis, detailing had to be performed to meet the new standard, which also added significant cost to the bridge rehabilitation beyond what was originally estimated.

Please prepare a resolution for Council consideration.

Cc: James Mills, Comptroller

SUPPLEMENTAL CONSULTANT AGREEMENT NO. 1

PROJECT:

PIN 7753.70

Rehabilitation of Mill Street over Black River (BIN 2220240)

Rehabilitation of Pearl Street over N. Br. Black River (BIN 2220260)

This Supplemental Agreement made this ___ day of _____ 2019, by and between the City of Watertown, New York (hereinafter referred to as the "MUNICIPALITY"), and C&S Engineers, Inc., (hereinafter referred to as the "CONSULTANT").

WITNESSETH: The MUNICIPALITY and the CONSULTANT have entered into a Consultant Agreement for Engineering Services, dated September 13, 2017, for the undertaking of the above titled project. The MUNICIPALITY and the CONSULTANT agree to amend said Agreement with this Supplemental Consultant Agreement No. 1, in accordance with the following amendments:

AMENDMENT NO. 1: The parties hereto agree that the maximum amount payable under the Agreement for Preliminary and Detailed Design Services, including profit, be increased from \$ 175,000.00 to \$ 205,000.00.

AMENDMENT NO. 2: Attachment "A" hereto is added to and made part of the Agreement.

AMENDMENT NO. 3: Attachment "B" hereto is added to and made part of the Agreement.

AMENDMENT NO. 4: CONSULTANT shall be compensated for work performed using the Cost Plus Reimbursable Method for design as shown in Attachment "C".

Except as amended hereby the Agreement and all terms and conditions contained therein between the MUNICIPALITY and CONSULTANT shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Consultant Agreement No. 1 has been executed by the MUNICIPALITY, acting by and through the _____, who has caused the seal of his office to be affixed hereto, and the CONSULTANT, by and through a duly authorized officer, has executed this Supplemental Consultant Agreement effective the day and year first above-written.

MUNICIPALITY
City of Watertown, NY

By: _____

Title: _____

Date: _____

CONSULTANT
C&S Engineers, Inc.

By: James F. Craig

James F. Craig, P.E.

Title: Managing Engineer, Bridge Dept.

Date: 2-4-19

Attachment A
 Architectural/ Engineering Consultant Agreement
 Project Description and Funding
Consultant Design Services

PIN: 7753.70 BIN: 2220240 & 2220260	Term of Agreement Ends: <u>December 31, 2019</u>
<input type="checkbox"/> Main Agreement <input type="checkbox"/> Amendment to Agreement <input checked="" type="checkbox"/> Supplement to Agreement	
Phase of Project Consultant to work on:	
<input checked="" type="checkbox"/> P.E./Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Constr. Support	
Dates or term of Consultant Performance: Start Date: Nov. 2018 Finish Date: December 31, 2019	
PROJECT DESCRIPTION:	
This supplemental agreement is for extra detailed design services. LAFAP Design Task Sections 6 and 8 (Attachment "B"), for the bridges referenced above.	
Refer to Attachment B, Scope of Services for further detail.	
Project Location:	
Mill Street (US 11) over Black River in the City of Watertown, Jefferson County, NY Pearl Street (NYS 283) over North Branch of Black River in the City of Watertown, Jefferson County, NY	
Project Funding:	
Project Funding is a Locally Administered Federal Aid (95% federal, 5% local)	
Project Classification:	
NEPA C List Categorical Exclusion; SEQR Type II	
Consultant Work Type(s): See Attachment "B" for detailed Task List/Scope of Services.	

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

Current Approved Agreement Amount:	<u>\$ 175,000</u>
Total Amount of this Supplemental Agreement:	<u>\$ 30,000</u>
Total Amended Agreement Amount:	<u>\$ 205,000</u>

**Rehabilitation of Mill Street over Black River (BIN 2220240)
Rehabilitation of Pearl Street over N. Br. Black River (BIN 2220260)**

CITY of WATERTOWN

Supplemental Agreement # 1 – Design Scope of Services

Table of Contents

		<u>Page</u>
Section 6	Detailed Design	2
Section 8	Construction Support	4
Section 10	Estimating & Technical Assumptions	6

Section 6 – Detailed Design

This scope of services includes descriptions of extra detailed design work, most of which has already been completed. A list of general extra work for each bridge is included below, with detailed descriptions following:

Mill Street

- 1) Use of a Under Bridge Inspection Unit (UBIU) Truck for bridge inspection and lead and asbestos sampling that was not included in the original agreement.
- 2) Extra effort was needed for the completion of the Work Zone Traffic Control (WZTC) due to the requirement for both staged and closure plans, creating additional drawings, detailing and estimating.

Pearl Street

- 1) The use of a thicker 8 inch bridge deck created the need to raise the street approaches, which in turn caused significant extra detailed and estimating due to additional approach work. The NYSDOT placed this guidance in the NYSDOT Bridge Manual in the beginning of 2018, after the project design was started.
- 2) Extra effort was needed for the completion of the Work Zone Traffic Control (WZTC) due to the requirement for both staged and closure plans, creating additional drawings, detailing and estimating.

This supplemental agreement does not include construction inspection. Construction Inspection is under a separate agreement.

6.02B/6.03C Typical Sections

Additional typical sections were required due to the additional approach work and bridge approach reconstruction.

6.02C Highway Transition Details

The use of an 8 inch thick deck on Pearl Street has created a lot of additional street approach detailing and estimating due to having to raise the street profile slightly. The NYSDOT placed this guidance in the NYSDOT Bridge Manual in the beginning of 2018, after the project design was started. C&S and the NYSDOT agree with the use of the 8 inch deck, so we have incorporated this into the contract documents.

Additional effort was required to detail and review the tie-in locations at each bridge approach.

**6.02D/AB &
6.03 E/V****Quantity / Cost Estimate**

The **Consultant** spent additional time as required to prepare and revise existing cost estimate items for the additional design items, particularly those related to the WZTC, bridge deck and approach work.

6.02U/6.03M**Structural Deck**

Additional effort was required to detail the 8 inch thick concrete deck on Pearl Street as required to meet NYSDOT detailing standards. Additional superstructure analysis was required to check the capacity of the existing beams for the new thicker deck as well as account for beam camber and final profile of the new deck.

**6.02 AK &
6.03 AN****Response to Comments**

More time was spent addressing NYSDOT comments than anticipated in the original agreement.

**6.02Y &
6.03Q****Work Zone Traffic Control (WZTC)**

Extra effort was needed for the completion of the Work Zone Traffic Control (WZTC) due to the requirement for both staged and closure plans, creating additional drawings, detailing and estimating. Additional iterations of revisions were made based on multiple iterations of NYSDOT comments.

6.03**Plans, Specifications & Estimate (PS&E)**

The Consultant spent additional time as required to revise and add to the Plans and Specifications regarding any required changes as described above. These changes included:

- Drawing revisions – Plans, WZTC, Notes
- Specifications – the proposal book was edited, including special notes and items
- Estimate Revisions – bridge approach related items

Section 8 – Construction Support

8.01G Record Drawings

The **Consultant** will be required to prepare record drawings when construction is complete. This work was not included in the original agreement.

Section 9 – Construction Inspection

Construction Inspection is included in a separate agreement.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 6 Estimate 1 additional meeting during the life of this Supplemental Agreement.

Section 9 **Construction Inspection is not included in this original agreement. Construction Inspection is a separate agreement.**

10.02 Technical Assumptions

The following technical assumptions are made to those in the scope of services, sections 6 and 8:

Section 8

Record drawings will be completed as required.

Section 9 – Not Included in this Agreement

Attachment C, Page 1
Summary

C&S Engineers, Inc.

Mill St (US 11) over Black River; Pearl St (NYS 283) over N Branch of Black River
City of Watertown, Jefferson County
PIN 7753.70 BIN 2220240 & BIN 2220260

Item IA, Direct Technical Salaries (estimated) Subject to Audit	\$8,804
Item IB, Direct Technical Salaries Premium Portion of Overtime subject to audit (estimate)	\$0
Item II, Direct Non-Salary Cost (estimated) Subject to Audit	\$0
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Contractor Cost)	\$3,172
Item III, Overhead	\$14,967
Item IV, Fixed Fee	\$3,000
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Consultant Cost)	\$0
Total Estimated Cost	\$29,942
MAXIMUM AMOUNT PAYABLE	\$30,000.00

Attachment C, Page 2
Salary Schedule

C&S Engineers, Inc.

Mill St (US 11) over Black River; Pearl St (NYS 283) over N Branch of Black River
City of Watertown, Jefferson County
PIN 7753.70 BIN 2220240 & BIN 2220260

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVE. HOURLY RATES			MAXIMUM HOURLY RATES			OVERTIME CATEGORY
		Aug-17	Project Midpoint Mar-18	2017	2018	2019		
Service Group Manager	VII (A)	\$76.00	\$78.28	\$89.00	\$91.67	\$94.42	A	
Department Manager	VI (A)	\$57.68	\$59.41	\$63.00	\$64.89	\$66.84	A	
Chief Engineer	VII (A)	\$52.26	\$53.83	\$59.80	\$61.59	\$63.44	A	
Principal Engineer	VI (A)	\$55.21	\$56.87	\$60.50	\$62.32	\$64.18	A	
Managing Engineer	VI (A)	\$47.01	\$48.42	\$51.50	\$53.05	\$54.64	A	
Managing Planner	VI (A)	\$52.00	\$53.56	\$52.00	\$53.56	\$55.17	A	
Senior Project Planner	III (A)	\$41.00	\$42.23	\$41.00	\$42.23	\$43.50	B	
Senior Project Landscape Arch	III (A)	\$39.00	\$40.17	\$39.00	\$40.17	\$41.38	B	
Senior Project Engineer	III (A)	\$43.79	\$45.10	\$52.50	\$54.08	\$55.70	B	
Project Engineer	IV (A)	\$36.37	\$37.46	\$40.50	\$41.72	\$42.97	B	
Environmental Scientist	III (A)	\$29.25	\$30.13	\$30.00	\$30.90	\$31.83	B	
Project Environmental Scientist	IV (A)	\$33.12	\$34.11	\$35.25	\$36.31	\$37.40	A	
Engineer	III (A)	\$30.40	\$31.31	\$35.00	\$36.05	\$37.13	B	
Staff Engineer	I/II (N)	\$27.10	\$27.91	\$29.50	\$30.39	\$31.30	C	
Senior Construction Supervisor	IV (N)	\$59.75	\$61.54	\$67.00	\$69.01	\$71.08	A	
Construction Supervisor	IV (N)	\$39.00	\$40.17	\$39.00	\$40.17	\$41.38	A	
Resident Engineer	IV (N)	\$43.08	\$44.37	\$52.50	\$54.08	\$55.70	C	
Senior Designer	IV (N)	\$33.40	\$34.40	\$39.50	\$40.69	\$41.91	B	
Designer	IV (N)	\$24.90	\$25.65	\$26.00	\$26.78	\$27.58	D	
Cad Operator	III (N)	\$22.50	\$23.18	\$22.50	\$23.18	\$23.87	D	
Chief Inspector	III/IV (N)	\$38.51	\$39.67	\$41.61	\$42.86	\$44.14	C	
Senior Inspector	III (N)	\$36.97	\$38.08	\$40.00	\$41.20	\$42.44	D	
Inspector	II (N)	\$30.50	\$31.42	\$31.00	\$31.93	\$32.89	D	
Senior Technical Administrator	N/A	\$29.63	\$30.52	\$31.50	\$32.45	\$33.42	D	
Technical Typist	N/A	\$26.12	\$26.90	\$33.00	\$33.99	\$35.01	D	

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as submitted in Certified Salary Roster.

OVERTIME POLICY

- Category A - No overtime compensation.
- Category B - Overtime compensated at straight time rate over 40 billable hours.
- Category C - Overtime compensated at straight time rate.
- Category D - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the 40 hours per week.

Attachment C, Page 3
Staffing Table

C&S Engineers, Inc.
Mill St (US 11) over Black River, Pearl St (NYS 283) over N Branch of Black River
City of Watertown, Jefferson County
PIN 7753.70 BIN 2220240 & BIN 2220260

Job Title	Grade	Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9	Total Hours	Projected Hourly Rate	Direct Technical Labor Cost
Senior Vice President	VIII (A)										0	\$0.00	\$0.00
Senior Principal	VIII (A)										0	\$67.56	\$0.00
Service Group Manager	VII (A)										0	\$78.28	\$0.00
Department Manager	VI (A)										0	\$59.41	\$0.00
Chief Engineer	VII (A)										0	\$53.83	\$0.00
Principal Engineer	VI (A)										0	\$56.87	\$0.00
Managing Engineer	VI (A)						20				20	\$48.42	\$968.41
Managing Planner	VI (A)										0	\$53.56	\$0.00
Managing Geologist	VI (A)										0	\$53.56	\$0.00
Senior Project Planner	III (A)										0	\$42.23	\$0.00
Senior Project Landscape Arch	III (A)										0	\$40.17	\$0.00
Senior Project Engineer	III (A)										0	\$45.10	\$0.00
Project Engineer	IV (A)						2		24		26	\$37.46	\$973.99
Environmental Scientist	III (A)										0	\$30.13	\$0.00
Project Environmental Scientist	IV (A)										0	\$34.11	\$0.00
Engineer	III (A)						154				154	\$31.31	\$4,822.05
Staff Engineer	I/III (N)										0	\$27.91	\$0.00
Senior Construction Supervisor	IV (N)										0	\$61.54	\$0.00
Construction Supervisor	IV (N)										0	\$40.17	\$0.00
Resident Engineer	IV (N)										0	\$44.37	\$0.00
Senior Designer	IV (N)										0	\$34.40	\$0.00
Designer	IV (N)										0	\$25.65	\$0.00
Cad Operator	III (N)						88				88	\$23.18	\$2,039.40
Sr. Program Coordinator	II (N)										0	\$0.00	\$0.00
Chief Inspector	III/IV (N)										0	\$39.67	\$0.00
Senior Inspector	III (N)										0	\$38.08	\$0.00
Inspector	II (N)										0	\$31.42	\$0.00
Program Coordinator	N/A										0	\$0.00	\$0.00
GIS Analyst	N/A										0	\$0.00	\$0.00
Senior Programmer	N/A										0	\$0.00	\$0.00
Senior Surveyor	IV (N)										0	\$0.00	\$0.00
Senior Technical Administrator	N/A										0	\$30.52	\$0.00
Technical Typist	N/A										0	\$26.90	\$0.00
Party Chief (Field)	III (N)										0	\$27.39	\$0.00
Instrument Person (Field)	II (N)										0	\$23.96	\$0.00
Rod Person (Field)	I (N)										0	\$20.15	\$0.00
Totals		0	0	0	0	0	264	0	24	0	288		\$8,803.84

Attachment C, Page 4
 Estimate of Direct Non-Salary Costs

C&S Engineers, Inc.
 Mill St (US 11) over Black River; Pearl St (NYS 283) over N Branch of Black River
 City of Watertown, Jefferson County
 PIN 7753.70 BIN 2220240 & BIN 2220260

DIRECT NON-SALARY COSTS

1. Travel, Lodging and Subsistence (travel route reimbursement)				# of People		
Per Diem	0 days @		0.00 per day	2		\$0.00
Trips to	trips	miles/trip	rate/mile			
County Office	0	60	0.535			\$0.00
NYS DOT Region 7	0	60	0.535			\$0.00
Project Site	0	60	0.535			\$0.00
					Total for Travel, Lodging & Subsistence	\$0.00
2. Reproduction, Drawings & Reports						
Design Phases I - VI	each	sheets/set	sets			
Mylars (22"x34")	\$0.00	0	0			\$0.00
Mylars (11"x17")	\$0.00	35	1 No Charge			\$0.00
Drawings (22"x34")	\$0.00	0	0			\$0.00
Drawings (11"x17")	\$0.00	35	25 No Charge			\$0.00
Reports	\$0.00	300	10 No Charge			\$0.00
Proposal Books	\$0.00	200	30 No Charge			\$0.00
Color Drawings	\$0.00	0	0			\$0.00
Color Copies	\$0.00	20	25 No Charge			\$0.00
					Total for Reproduction, Drawings & Reports	\$0.00
3. Long Distance Telephone	52 weeks	1 calls per week @	\$0.00 per call			\$0.00
4. Owner's Protective Insurance (Estimated)						\$0.00
5. Advertisement	0 advertisements		\$100.00 per ad			\$0.00
6. Postage/Mail	0 deliveries @		\$10.00 each			\$0.00
	0 mailings @		\$0.00 each			\$0.00
					Total for Postage/Mail	\$0.00
TOTAL DIRECT NON-SALARY COST						\$0.00

DIRECT SUB-CONTRACTOR COSTS

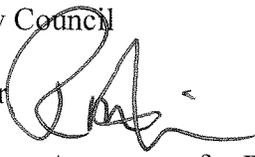
1. Corridor Search for Hazardous Waste Assessment						\$0.00
2. Substructure Cores	0 Cores @		\$500.00 each			\$0.00
3. Soil Borings (New substructures)	0 Soil Borings		\$30.00 per foot	25 feet/boring		\$0.00
	0 Soil Borings (Roadway)		\$30.00 per foot	6 feet/boring		\$0.00
	0 Rock Cores		\$50.00 per foot	10 feet/boring		\$0.00
	0 Mobilization		\$1,200.00			\$0.00
	0 Laboratory Testing		\$500.00			\$0.00
				Total for Soils Borings		\$0.00
4. Asbestos and Lead Paint Sampling & Testing (EXPENSE OVERTAGE AS A RESULT OF UBIU EQUIPMENT)						\$3,172.00
5. Abstract Work by Vendor (see RK HITE Fee proposal)	0 Commercial		\$500.00 each			\$0.00
				Total for Abstract Work by Vendor		\$0.00
6. Appraisal Work by Vendor (see RK HITE Fee proposal)	0 Commercial Parcel Appraisals		\$3,000.00 each			\$0.00
	(INCLUDES APPR. REVIEWS)			Total for Abstract Work by Vendor		\$0.00
7. Cultural Resources Survey (see EDR Fee proposal)	Phase 1A Investigation					\$0.00
	Phase 1B Evaluation					\$0.00
	Phase 2 Evaluation					\$0.00
				Total for Cultural Resources Survey		\$0.00
TOTAL DIRECT SUB-CONTRACTOR COST						\$3,172.00

DIRECT SUB-CONSULTANT COST

1. Aubertine and Currier (DBE - Surveying and Mapping)						\$0.00
2. edr, PC (DBE - Environmental)						\$0.00
3. RK Hite & Co. (ROW Acquisition & Legal Services)						\$0.00
TOTAL DIRECT SUB-CONSULTANT COST						\$0

Res No. 8

February 12, 2019

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Authorizing Professional Services Agreement for Bridge NY Project,
C&S Engineers for Construction Administration and Inspection Phase

The City of Watertown has received notification from the State of New York Department of Transportation that the Bridge NY Program has been approved for both the mill Street Bridge and the Pearl Street Bridge. This is a Locally Administered Federal Aid (LAFA) project.

As detailed in the attached report of City Engineer Justin L. Wood, enclosed is a copy of the Professional Services Agreement with C&S Engineers for the construction administration and inspection phase of the project in the amount of \$225,000.

Attached is a Resolution for Council consideration. If the resolution is approved, City Council must also consider the two Bond Ordinance to finance the total project.

RESOLUTION

Page 1 of 1

Authorizing Professional Services Agreement
For Bridge NY Project, Construction
Administration and Inspection Phase,
C&S Engineers

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS a project BIN 2220240 Mill Street/Black River and BIN 2220260 NYS Route 283/North Branch Black River, PIN 775370 (the “Project”) is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds, and

WHEREAS the City of Watertown desires to advance the Project and proceed with performing construction administration and inspection services for the rehabilitation of the Mill Street Bridge (North span) and the Pearl Street Bridge (North span), and

WHEREAS the City of Watertown wishes to enter into a Professional Services Agreement with C&S Engineers for the purpose said construction administration and inspection services,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services Agreement with C&S Engineers, a copy of which is attached and made part of this Resolution, and

BE IT FURTHER RESOLVED that approval of this resolution is contingent upon approval of the two Bond Ordinances to separately cover the cost of this project, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign Professional Services Agreement with C&S Engineers.

Seconded by



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 8 February 2019

TO: Richard Finn, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Bridge NY - D035557 - Professional Services Agreement
Construction Administration and Construction Inspection Services
Mill St/Black River (BIN 2220240)
Rte 283/N. Br. Black River (BIN 2220260)

Enclosed is a copy of the professional services agreement with **C&S Engineers** for City Council review and approval. The scope of work includes Construction Administration and Inspection Services for the rehabilitation of the Mill Street Bridge (North span) and Pearl Street Bridge (North span), **in the amount of \$ 225,000**. The construction administrative effort will be much more intense for the Mill Street bridge vs the Pearl St bridge, and is estimated at a \$175k/\$50k split.

Construction will commence this spring and is anticipated to be completed by the end of the 2019 construction season.

Please prepare a resolution for Council consideration.

Summary of Costs by Bridge:

Pearl Street Bridge (north span)

Design	\$ 102,500	(\$ 87,500 original + \$ 15,000 SA#1)
CACI	\$ 50,000	
Construction	\$ 807,505	
TOTAL	\$ 960,005	

Subtract Bridge NY Grant \$ 475,000 (95% Federal, 5% Local Share of \$500k grant)

Total City Cost = \$ 960,005 - \$475,000 = \$ 485,005

Mill Street Bridge (north span)

Design	\$ 102,500	(\$ 87,500 original + \$ 15,000 SA#1)
CACI	\$ 175,000	
Construction	\$ 1,024,368	
TOTAL	\$ 1,301,868	

Subtract Bridge NY Grant \$ 1,235,000 (95% Fed., 5% Local Share of \$1.3M grant)

Total City Cost = \$ 1,301,868 - \$1,235,000 = \$ 66,868

Cc: James Mills, Comptroller
Patrick Keenan, Superintendent of Public Works

**Architectural/ Engineering
Consultant Agreement**

PIN (s) 7753.70 Municipal Contract No. D035557

Agreement made this ____ day of _____, 2019, by and between

City of Watertown

(municipal corporation)

having its principal office at 245 Washington Street, Watertown, New York 13601 (the "Sponsor")

and

C&S Engineers, Inc., with its office at 499 Col. Eileen Collins Blvd., Syracuse, New York 13212
(the "Consultant")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT"), identified for the purposes of this agreement as Rehabilitations of Mill Street (US 11) over Black River and Pearl Street (NYS 283) over North Branch Black River (as described in detail in Attachment A annexed hereto, the "Project"), the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto (the "Basic Services"); and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such Basic Services in accordance with the requirements of this Agreement; and the Sponsor's Representative has approved retaining the Consultant to perform such Basic Services; and

WHEREAS, Joseph M. Butler, Jr., Mayor, is authorized to enter this Agreement on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This Agreement consists of the following and constitutes the entire agreement between the parties with respect to the Project:

- Agreement Form – this document, titled "Architectural/Engineering Consultant Agreement";
- Attachment "A" – Project Description and Funding;
- Attachment "B" – Scope of Services;
- Attachment "C" – Specific Hourly Rate Breakdown.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

2.1 The Consultant shall render the Basic Services and furnish the materials and equipment necessary to provide the Sponsor with plans, estimates, and deliverables for the Project as described in Attachment "B".

2.2 The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement shall be the care and skill ordinarily used by members of the Consultant's profession practicing under similar conditions at the same time and in the same locality. Before beginning to furnish any service hereunder, the Consultant shall ascertain the standard practices of the Sponsor, NYSDOT, and/or the FHWA, if any, for projects of a type similar to this Project. Where the Consultant deems it practicable to do so, the services to be provided or furnished under this Agreement shall be performed in accordance with these standard practices as long as they are consistent with the standard of care. If any of these standard practices are inconsistent with the Consultant's standard of care or are in conflict with one another, or if strict adherence to the same is impossible or undesirable, then the Consultant's services may vary or deviate from such standards.

2.3 The Consultant will commence performance of the Basic Services no later than ten (10) days after receiving written notice to proceed from the Sponsor, and shall proceed in accordance with the terms of Attachment "A".

ARTICLE 3. COMPENSATION METHODS, RATES, AND PAYMENT

As full compensation for Consultant's Basic Services and expenses hereunder, the Sponsor shall pay to the Consultant, and the Consultant agrees to accept, compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

<input checked="" type="checkbox"/> 3.2 Specific Hourly Rate Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item I	Specific Hourly rates of pay shown in Attachment C for employees assigned to this PROJECT. The Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit.	Rates in Attachment C	<ul style="list-style-type: none"> ■ The CONSULTANT shall be paid in monthly progress payments based upon the rate schedule in Attachment C and actual allowable Direct NonSalary costs incurred. ■ Bills are subject to approval of the Municipality and Municipality's Representative.
Item II	<ul style="list-style-type: none"> ■ Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit. 	<ul style="list-style-type: none"> ■ Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative. ■ All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. ■ For Reimbursable Direct Non-Salary Costs a multiple of One times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed <u>\$60,129.60</u>. 	
ITEM III	<ul style="list-style-type: none"> ■ Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality. 	Salvage value	
ITEM IV	Maximum Amount Payable under this Method unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	The Maximum Amount Payable under this Method shall be <u>\$225,000.00</u> .	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor and, on Federally-aided projects, representatives of NYSDOT and the FHWA shall have the right at all times to inspect the services of the Consultant.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit (*i.e.*, labor, direct non-salary, overhead, and fee).
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Sponsor.
- C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the Consultant is advised that all of the following documents and submissions, as the same may be appropriate to this Agreement, are considered to be necessary to enable the commencement of the audit:

- A. Records of Direct Non-Salary Costs;
- B. Copies of any subcontracts relating to this Agreement;
- C. Location where records may be examined; and
- D. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within thirty (30) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

ARTICLE 7. ADDITIONAL SERVICES

7.1 Consultant's performance of Basic Services under this Agreement within the compensation provided shall be continuously reviewed by the Consultant. The Consultant shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or at such alternative interval as the Sponsor directs in writing.

7.2 If authorized in writing by the Sponsor through a Supplemental Agreement, the Consultant shall furnish or obtain from others any service that is beyond the scope of Attachment "B" ("Additional Services"). The scope and time for performance of, and payment from the Sponsor to the Consultant for, any Additional Services (which shall be on the basis set forth in Attachment "C") shall be set forth in such Supplemental Agreement.

7.3 In the event of any claims being made or any actions being brought in connection with the Project, the Consultant agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for services performed and costs incurred in connection with this requirement shall be in accordance with Section 7.2. This requirement shall survive any termination or cancellation of this Agreement.

ARTICLE 8. CONSULTING LIABILITY

HOLD HARMLESS: To the fullest extent permitted by law, the Consultant shall indemnify the Sponsor against, and hold it harmless from, any suit, action, actual damage, and cost resulting solely from the negligent performance of services or omission of the Consultant under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based up on the Consultant's failure to meet professional standards and resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Consultant or the Sponsor beyond such as may legally exist irrespective of this Article or this Agreement.

The Consultant shall procure and maintain, for the duration of its performance of services for the Project, Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per claim, issued to and covering damage for liability imposed on the Consultant by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this Agreement. The Consultant shall supply any certificates of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

The obligations set forth in this Article 8 shall survive any termination or cancellation of this Agreement.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

The Consultant shall procure and maintain the following types and amounts of insurance throughout the duration of the Project:

- a. **Workers' Compensation Insurance** in the amounts required by law to provide protection for employees of the Consultant in the event of job-related injuries.
- b. **Commercial General Liability Insurance, including broad form and contractual liability endorsement**, having limits of \$1 million for personal injury and property damage per occurrence/policy aggregate.
- c. **Automobile Liability Insurance** having a limit of \$ 1 million per occurrence and \$1 million aggregate for bodily injury and property damage.
- d. **Professional Liability or Errors and Omissions Insurance** having limits of \$1 million per claim and \$1 million aggregate liability.

The Sponsor shall be named as an additional insured with respect to the coverages set forth in (b) and (c) above, and the certificates furnished by the Consultant shall so reflect. The Consultant shall endeavor to give notice of any cancellation of coverage to the Sponsor at least thirty (30) days before the cancellation occurs.

The obligations imposed on the Consultant by this Article 9 shall survive any termination or cancellation of this Agreement.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the Project existing in the office of the Sponsor or existing in the offices of the Consultant shall be made available to the other party to this Agreement without expense to such other party.

The Sponsor shall be responsible for, and the Consultant may rely upon, the accuracy and completeness of all reports, data, and other information furnished by the Sponsor to the Consultant in connection with the Project. The Consultant may use such reports, data, and information in performing or furnishing services under this

Agreement.

ARTICLE 11. RECORDS RETENTION

The Consultant shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this Agreement (collectively, the "Records"). The Records must be kept for a minimum of six (6) years from the date of this Agreement or three (3) years after final payment is received, whichever is later. The Sponsor, NYSDOT, the FHWA, or any authorized representatives of the State or Federal Government shall have access to the Records during normal business hours at an office of the Consultant within the State of New York, or a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing, and copying.

ARTICLE 12. FORCE MAJEURE

The provisions of Attachment "A" notwithstanding, any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent that such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; strikes; flood; blizzard; labor unrest; riot; or any cause the affected party is unable to prevent or foresee with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the non-performance and the anticipated extent of any delay, and its efforts to minimize the extent of delay and resume performance under this Agreement.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the Consultant, final payment shall be made on the basis of the Consultant's compensable services and expenses delivered, completed, or incurred prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the Consultant, the value of the services performed by the Consultant prior to termination shall be established by the percent of the amount of services satisfactorily delivered or completed and expenses incurred by the Consultant to the point of termination and acceptable to the Sponsor, of the total amount of services contemplated by this Agreement.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as the Consultant, the rights and duties of the Consultant shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the Sponsor shall make all payments due to him, her, or them. In case of the death or disability of all the persons herein referred to as the Consultant, all data and records pertaining to the Project shall be delivered within sixty (60) days to the Sponsor. In case of the failure of the Consultant's successors or personal representatives to make such delivery on demand, then in that event the representatives of the Consultant shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the

Sponsor will pay to the representatives of the Consultant all amounts due the Consultant, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The Consultant specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State, or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The Consultant, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that it will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Sponsor, including, but not limited to, Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The parties agree that they are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the Agreement or of its right, title, or interest therein, or its power to execute such Agreement, to any other person, company, or corporation, without the previous consent in writing of the other party.

If this provision is violated, the affected party may revoke and annul the Agreement and shall be relieved from any and all liability and obligations hereunder to the person, company, or corporation to whom the assigning party shall purport to assign, transfer, convey, sublet, or otherwise dispose of the Agreement without such consent in writing.

ARTICLE 19. PROPRIETARY RIGHTS

The Sponsor agrees that if patentable discoveries or inventions should result from performance by the Consultant of any of the services described herein, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. However, the Consultant agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

All Documents, including Drawings and Specifications, prepared or furnished by the Consultant (and by the Consultant's independent professional associates and consultants) pursuant to this Agreement, whether in hard copy or in electronic or digital form, are instruments of service in respect of the Project, and the Consultant shall retain an ownership and property interest therein whether or not the Project is completed. The Consultant shall retain all common law, statutory and other reserved rights to the Consultant's instruments of service, including the copyright thereto. The Sponsor may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Sponsor and others; however, such documents are not intended or represented to be suitable for reuse by the Sponsor or others on extensions

of the Project or on any other project. Any reuse without specific written verification or adaptation by the Consultant for the specific purpose intended will be at the user's sole risk and without liability or legal exposure to the Consultant, or to the Consultant's independent professional associates or consultants, and the Sponsor shall indemnify and hold harmless the Consultant and the Consultant's independent professional associates and consultants from all claims, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorneys' fees and any costs) arising out of or resulting therefrom or from a defect, error, or omission in the electronic files (a) that was not contained in the paper copies thereof, or (b) where use of the paper copies would have prevented the assertion of such claim, judgment, suit, demand, liability, damage, cost, or expense. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Sponsor and the Consultant.

The Sponsor acknowledges that electronic files prepared by the Consultant will be or are, to the best of the Consultant's knowledge, information, and belief, accurate as of the date of their preparation. Nevertheless, differences may exist between the electronic files delivered to the Sponsor and the printed hard copies thereof prepared and maintained by the Consultant. The Sponsor further acknowledges that if there is a conflict between the electronic files and the hard copies of documents prepared by the Consultant, the hard copies maintained by the Consultant will govern. The Consultant shall not be obligated to correct errors in or to maintain electronic files.

ARTICLE 20. SUBCONSULTANTS

All Subconsultants performing services for or work on this Project shall be bound by the same required contract provisions as the Consultant. All agreements between the Consultant and a Subconsultant shall include all standard required Agreement provisions, and such agreements shall be subject to review by the Sponsor.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, **EXCEPT AS NOTED BELOW**, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Consultant certifies, by signing this Agreement to the best of its knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any

person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant also agrees by submitting its bid or proposal that it shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The Consultant shall be responsible for the quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any patent errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may, in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the Sponsor in accordance with applicable law for damages to the Sponsor caused by the Consultant's negligent performance or breach of contract of any of the services furnished under this Agreement.
- C. The rights and remedies of the Sponsor provided for under this Agreement are in addition to any other rights and remedies provided by law.
- D. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The Consultant agrees to comply with all applicable Federal, State, and Municipal Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work for the manufacture, sale, or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, the Consultant agrees that neither it nor its Subconsultants shall, by reason of race, creed, color, disability, sex, or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. The Consultant is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)

If the services to be performed by the Consultant for the Project include the preparation of an Environmental Impact Statement (EIS), then the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the Project including:

- a) an existing contract for the Project's ROW incidental work or construction engineering; or
- b) ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the Project alternatives.

This does not preclude the Consultant from being awarded a future contract covering the work described in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the Consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000, except printing contracts in excess of \$10,000, the Consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The Consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law, or a building service contract covered by Article 9 thereof, neither the Consultant's employees nor the employees of its Subconsultants or subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Consultant and its Subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this Agreement exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401, et seq.) or regulations thereunder. If the Consultant, or any of the aforesaid affiliates of the Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to this Agreement's execution, such contract, amendment, or modification thereto shall be rendered forfeit and void. The Consultant shall so notify the Sponsor and the State Comptroller within five (5) business days of such conviction, determination, or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Consultant's actual receipt of process or upon the Sponsor's receipt of the return thereof by the United State Postal Service as refused or undeliverable. The Consultant must promptly notify the Sponsor, in writing, of each and every change of address to which service of process can be made. Service by the Sponsor to the last known address shall be sufficient. The

Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

ARTICLE 30. MISCELLANEOUS

30.1 Executory Contract. This Agreement shall be deemed only executory to the extent of the monies available for the Project, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

The **Consultant** expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the Sponsor for the payment of any goods, labor or services to be furnished by Consultant under the terms and provisions of this agreement, and that in the event such funding shall not be forthcoming, this agreement may be terminated by the Sponsor upon reasonable prior written notice to Consultant.

The **Consultant** represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C. 1320a-7b (f) or in any other government payment program. Consultant further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration's Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health's Office of the Medicaid Inspector General's List of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Consultant, said Consultant shall notify the Sponsor within five (5) days of such discovery. The Sponsor reserves its right to cancel said contract upon such notification.

The Sponsor further reserves its right to cancel this agreement and declare the same null and void in the event that the Consultant fails to fulfill its obligations under this section.

30.2 Notice. Any notice required to be given by one party to the other hereunder shall be in writing and shall be delivered personally; by overnight courier with proof of delivery; or by certified or registered first-class mail, postage pre-paid and return receipt requested, to the party to be notified at its address set forth below. Notice shall be deemed given upon receipt, and failure or refusal to accept receipt shall be deemed to constitute receipt for purposes of this Agreement. Either party may change its address for notice purposes by giving notice to the other party in accordance with the terms of this Section 30.2.

Sponsor's Notice Address:

Watertown City Hall
Attn: Justin Wood
City Engineer
245 Washington St., Suite 305
Watertown, NY 13601

Consultant's Notice Address:

C&S Engineers, Inc.
Attn: James Morrissey, P.E.
Transportation Group Manager
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212

30.3 Opinions of Probable Cost. Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by the Consultant hereunder will be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional. It is recognized, however, that the Consultant does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed as part of the Project must of necessity be speculative until completion of detailed design. Accordingly, the Consultant cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from opinions, evaluations, or studies submitted by the Consultant to the

Sponsor hereunder. If the Sponsor wishes greater assurance as to probable costs, then it shall employ an independent cost estimator.

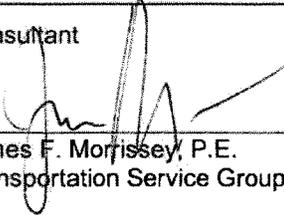
30.4 Dispute Resolution. The Sponsor and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them as to the execution, meaning of, or performance under the terms of this Agreement prior to exercising their right to mediation. The thirty-day period may be extended upon mutual agreement of the parties. If any dispute cannot be resolved by the parties through negotiation, and only if mutually agreed by the Sponsor and the Consultant, said dispute and all unsettled claims, counterclaims and other matters in question between them arising out of or relating to the execution, meaning of, or performance under the terms of this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding upon them. The cost of mediation shall be shared equally between the parties.

The terms of this Section 30.4 shall survive any termination or cancellation of this Agreement.

30.5 SEVERABILITY. Any provision or part of this Agreement held by a court of law to be invalid or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above-written.

Reference: Sponsor Contract # _____

<p>Sponsor</p> <p>by: _____</p> <p>Joseph M. Butler, Jr. Mayor</p> <p>Date: _____</p>	<p>Consultant</p> <p>by: </p> <p>James F. Morrissey, P.E. Transportation Service Group Manager</p> <p>Date: 2.7.2019</p>
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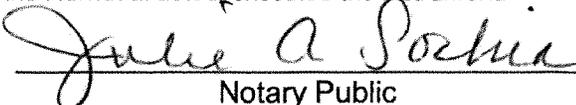
STATE OF NEW YORK
CITY OF WATERTOWN SS:

On _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph M. Butler, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK
COUNTY OF ONONDAGA SS:

On February 7, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared James F. Morrissey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

JULIE A. SOCHIA
Notary Public, State of New York
Qual. in Oswego Co. No. 01506172153
Commission Expires Aug. 6, 2019

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding
Consultant Design Services

PIN: 7753.70	Term of Agreement Ends: <u>December 31, 2019</u>
BIN: 2220240 & 2220260	
<input checked="" type="checkbox"/> Main Agreement <input type="checkbox"/> Amendment to Agreement <input type="checkbox"/> Supplement to Agreement	
Phase of Project Consultant to work on:	
<input type="checkbox"/> P.E./Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction Inspection	
Dates or term of Consultant Performance: Start Date: March 2019 Finish Date: September 27, 2019 Contract Term End Date: December 31, 2019	
PROJECT DESCRIPTION:	
This Agreement is for Construction Inspection Services, LAFAP Design Task Section 9 (Attachment "B"), for the bridges referenced above.	
Project Location:	
Mill Street (US 11) over Black River in the City of Watertown, Jefferson County, NY Pearl Street (NYS 283) over North Branch of Black River in the City of Watertown, Jefferson County, NY	
Project Funding:	
Project Funding is a Locally Administered Federal Aid (95% federal, 5% local)	
Project Classification:	
NEPA C List Categorical Exclusion; SEQR Type II	
Consultant Work Type(s): See Attachment "B" for detailed Task List/Scope of Services.	

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$ 225,000

Attachment "B" SCOPE OF SERVICES

C&S ENGINEERS, INC. & CITY OF WATERTOWN

This Agreement covers Construction Inspection Services for construction of the Project set forth in the design documents prepared by C&S Engineers, Inc., for the City of Watertown, New York

Section 1 - General

1.01 Project Description and Location

Project Name: Rehabilitations of Mill Street (US-11) over Black River and Pearl Street (NYS 283) over North Branch of Black River
PIN: 7753.70

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 9 and 10.

1.05 Project Familiarization

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's Project Manager**. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.

- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 **Cost and Progress Reporting**

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the *Cost Control Report*. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 **Policy and Procedures**

- The tasks defined for the construction phase of this project will be progressed in accordance with the current version of the *NYS DOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual* including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *PLAFAP* those listed in the *PLAFAP* take precedence.

Compliance with documents

All services must conform to current versions of the following documents, as applicable. Where necessary, the **Consultant** will obtain either the full document or guidance extracted from it.

- The approved Design Approval Document, and the Bid Documents
- NYS DOT Construction Manuals, approved lists, and approved materials.

Compliance with Environmental Laws, Regulations, and Permits

All services must comply with the requirements of applicable state and federal environmental laws, regulations, and policy. Applicable laws, regulations, and policies are per the Bid Documents for the Project.

1.09 **Standards & Specifications**

The project will be designed and constructed in accordance with the current edition of the NYS DOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 **Subconsultants**

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime **Consultant's** and other subconsultants' work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*.

Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction observation services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Sponsor Project Manager

This Project Manager will be the **Sponsor's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement.

For all construction inspection agreements, all technician personnel shall be identified by the corresponding National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In lieu of the NICET certification requirements, the **Sponsor** may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation

(NYSDOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **Consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

<u>NICET LEVEL</u>	<u>NICET CODE</u>	<u>NICET WORK ELEMENT</u>
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

9.07 Scope of Services/Performance Requirements

A. Quality

The **Consultant** will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the **Contractor**

- 1) All records must be kept in accordance with the directions of the **Sponsor** and must be consistent with the requirements of the **NYSDOT Manual of Uniform Recordkeeping (MURK)**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
- 2) Any record plans, engineering data, survey notes or other data provided by the **Sponsor** should be returned to the **Sponsor** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- 3) Unless otherwise modified by this agreement, the **Consultant** will check, and when acceptable, approve all structural shop drawings.
- 4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the

contract.

Health & Safety/Work Zone Traffic Control

- 1) The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any **Contractor** oversight or disregard of project safety requirements.
- 2) The **Consultant** is responsible for monitoring the **Contractor's** and **Subcontractor's** efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the **Contractor's** adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the **Contractor's** Equal Opportunity and Labor compliance, the **Consultant** will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The **Consultant** is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database.

9.08 Record Plans

Consultant will compile record plans from red line markups in CADD and will provide the **Sponsor** with one (1) full size mylar reproducible and one (1) pdf reproducible.

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1 Estimate four (4) meetings during the life of this Agreement, in addition to routine progress meetings held on-site and attended by the Resident Engineer.

Estimate six (6) cost and progress reporting periods will occur during the life of this agreement.

Section 9 Construction Inspection will include, but not be limited to:

- Providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications.
- Preparation of as-built plans.

Materials testing costs are estimated. Should costs exceed those as estimated, and cannot be contained within the existing Agreement, a Supplemental Agreement will be executed to address these costs.

It is assumed that the following inspections/tests will be performed by NYSDOT:

- Concrete In-Plant
- Asphalt In-Plant
- Bridge Bearings

No costs have been included for these services. Should they become necessary, a Supplemental Agreement will be executed to address these costs.

Estimate construction will begin by May 1, 2019 and will be completed by August 29, 2019.

10.02 Technical Assumptions

- Construction duration will be 120 calendar days (Four Months) with no allowance for project shutdown.

Staffing during active construction will be based on the following averages:

Title	Regular Hours	OT Hours	Duration/Notes
Resident Engineer	176/mo	44/mo	Four (4) months
Inspector			As required during peak periods, by subconsultant, not to exceed \$50,000.

Costs for Construction Inspection Services during actual construction that are outside the above noted window will be borne by the **Contractor** and be paid through liquidated damages and engineering charges and/or agreement amendment supported by the **Sponsor**.

- ALL record keeping will be according to MURK with the use of Appia Construction Administration Software, including materials approvals.
- The Construction Inspection Services will be performed to determine general conformity with the Contract Documents. The **Contractor** is ultimately and solely responsible for the quality and the timeliness of the constructed Project.
- A full-time Resident Engineer and one full-time Inspector will be assigned by the **Consultant** for the duration of the Project.
- **Contractor** hours are estimated at 10 hours per day/average, 5 days per week.
- Should **Sponsor** elect to grant dispensation beyond 10 hours per day, 5 days per week, **Consultant's** additional services will be borne by the **Contractor** and/or agreement amendment supported by the **Sponsor**.

Attachment C, Page 1
Summary

C&S Engineers, Inc.
Mill St over Black River/Pearl St over N Branch Black River
City of Watertown
PIN 7753.70

Item IA, Specific Hourly Rates Straight Time (estimated) Hours Subject to Audit	\$ 144,077.19
Item IA, Specific Hourly Rates Overtime (estimated) Hours Subject to Audit	\$ 20,577.25
Item II, Direct Non-Salary Cost (estimated) Subject to Audit	\$ 765.60
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Contractor Cost)	\$ 9,364.00
Item II, Direct Non-Salary Cost (estimated) Subject to Audit (Sub-Consultant Cost)	\$ 50,000.00
Item III, Goods Purchased Under this Project to Become Property of Municipality	\$ -
	=====
ITEM IV Total Estimated Cost	\$ 224,784.04
TOTAL COST NOT TO EXCEED	\$ 225,000.00

EXHIBIT C, PAGE 2
 SPECIFIC HOURLY RATES
 C&S ENGINEERS, INC.
 January 1, 2019 - December 31, 2019 (Firm's fiscal year)

JOB TITLES	ASCE (A) OR NICET (N)	AVERAGE HOURLY RATES				STRAIGHT TIME	OVERTIME RATE	NIGHT WORK RATE	OVERTIME CATEGORY	OFFICE/ FIELD
	GRADE	PRESENT (Jun/2018)	PROJECTED (Jun/2019)	OVERHEAD	FEE					
Service Group Manager	VIII (A)	81.82	84.27	143.26	18.54	246.07	0.00	N/A	A	OFFICE
Department Manager	VII (A)	60.33	62.14	105.64	13.67	181.45	0.00	N/A	A	OFFICE
Senior Project Engineer	V (A)	43.96	45.28	76.98	9.96	132.22	132.22	N/A	B	OFFICE
Project Engineer	IV (A)	37.07	38.18	64.91	8.40	111.49	111.49	N/A	B	OFFICE
Engineer	III (A)	31.29	32.23	54.79	7.09	94.11	94.11	N/A	B	OFFICE
Staff Engineer	II/I (A)	26.76	27.56	46.85	6.06	80.47	80.47	N/A	B	OFFICE
Design Technician	III (N)	28.70	29.56	50.25	6.50	86.31	102.72	N/A	D	OFFICE
Designer	III (N)	25.10	25.85	43.95	5.69	75.49	89.83	N/A	D	OFFICE
CADD Operator	III (N)	23.00	23.69	40.27	5.21	69.17	82.32	N/A	D	OFFICE
Senior Construction Supervisor	IV (N)	62.00	63.86	108.56	14.05	186.47	0.00	N/A	A	OFFICE
Construction Supervisor	IV (N)	43.00	44.29	75.29	9.74	129.32	0.00	N/A	A	OFFICE
Senior Project Manager	IV (N)	53.00	54.59	92.80	12.01	159.40	0.00	N/A	A	OFFICE
Project Manager	IV (N)	54.50	56.14	95.44	12.35	163.93	0.00	N/A	A	OFFICE
Resident Engineer	IV (N)	44.86	46.21	78.56	10.17	134.94	134.94	N/A	C	OFFICE
Chief Inspector	IV/III (N)	39.36	40.54	68.92	8.92	118.38	118.38	N/A	C	OFFICE
Senior Inspector	III (N)	37.20	38.32	65.14	8.43	111.89	133.16	N/A	D	OFFICE
Inspector	II (N)	31.06	31.99	54.38	7.04	93.41	111.16	N/A	D	OFFICE
Tech. Typist / Senior Tech. Admin	N/A	26.14	26.92	45.76	5.92	78.60	93.54	N/A	D	OFFICE
Service Group Manager	VIII (A)	81.82	84.27	110.39	18.54	213.20	0.00	N/A	A	FIELD
Department Manager	VII (A)	60.33	62.14	81.40	13.67	157.21	0.00	N/A	A	FIELD
Senior Construction Supervisor	IV (N)	62.00	63.86	83.66	14.05	161.57	0.00	N/A	A	FIELD
Construction Supervisor	IV (N)	43.00	44.29	58.02	9.74	112.05	0.00	N/A	A	FIELD
Senior Project Manager	IV (N)	53.00	54.59	71.51	12.01	138.11	0.00	N/A	A	FIELD
Project Manager	IV (N)	54.50	56.14	73.54	12.35	142.03	0.00	N/A	A	FIELD
Resident Engineer	IV (N)	44.86	46.21	60.54	10.17	116.92	116.92	122.05	C	FIELD
Chief Inspector	IV/III (N)	39.36	40.54	53.11	8.92	102.57	102.57	107.07	C	FIELD
Senior Inspector	III (N)	37.20	38.32	50.20	8.43	96.95	118.22	101.20	D	FIELD
Inspector	II (N)	31.06	31.99	41.91	7.04	80.94	98.69	84.49	D	FIELD
Technical Typist / Senior Technical	N/A	26.14	26.92	35.27	5.92	68.11	83.05	71.10	D	FIELD

NOTES:

OVERTIME POLICY: Time and a half for excess of 8 hours in a work day.

Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.

- Category A - No overtime compensation.
- Category B - overtime compensated at straight time rate over 40 billable hours
- Category C - overtime compensated at straight time
- Category D - overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the 40 hours per week

NIGHT WORK POLICY:

Night shift work will be compensated at 10% above regular pay for the hours worked in a night shift. Night shift work is defined as any hours worked after 8:00pm and before 6:00am. For any work performed in an overtime capacity, compensation will be paid at either the overtime rate or at the night shift work differential, whichever is higher, but not at any combination of both rates. Night differential is reimbursable at a maximum of 10% only if the firm has a policy to pay a night shift differential.

RATES:

Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit.

EXHIBIT C, PAGE 3
 SPECIFIC HOURLY RATES
 C&S ENGINEERS, INC.
 January 1, 2020 - December 31, 2020 (Firm's fiscal year)

JOB TITLES	ASCE (A) OR NICET (N)	AVERAGE HOURLY RATES				STRAIGHT TIME	OVERTIME RATE	NIGHT WORK RATE	OVERTIME CATEGORY	OFFICE/ FIELD
	GRADE	PRESENT (Jun/2018)	PROJECTED (Jun/2020)	OVERHEAD	FEE					
Service Group Manager	VIII (A)	81.82	86.80	147.56	19.10	253.46	0.00	N/A	A	OFFICE
Department Manager	VII (A)	60.33	64.00	108.80	14.08	186.88	0.00	N/A	A	OFFICE
Senior Project Engineer	V (A)	43.96	46.64	79.29	10.26	136.19	136.19	N/A	B	OFFICE
Project Engineer	IV (A)	37.07	39.33	66.86	8.65	114.84	114.84	N/A	B	OFFICE
Engineer	III (A)	31.29	33.20	56.44	7.30	96.94	96.94	N/A	B	OFFICE
Staff Engineer	II/I (A)	26.76	28.39	48.26	6.25	82.90	82.90	N/A	B	OFFICE
Design Technician	III (N)	28.70	30.45	51.77	6.70	88.92	105.82	N/A	D	OFFICE
Designer	III (N)	25.10	26.63	45.27	5.86	77.76	92.54	N/A	D	OFFICE
CADD Operator	III (N)	23.00	24.40	41.48	5.37	71.25	84.79	N/A	D	OFFICE
Senior Construction Supervisor	IV (N)	62.00	65.78	111.83	14.47	192.08	0.00	N/A	A	OFFICE
Construction Supervisor	IV (N)	43.00	45.62	77.55	10.04	133.21	0.00	N/A	A	OFFICE
Senior Project Manager	IV (N)	53.00	56.23	95.59	12.37	164.19	0.00	N/A	A	OFFICE
Project Manager	IV (N)	54.50	57.82	98.29	12.72	168.83	0.00	N/A	A	OFFICE
Resident Engineer	IV (N)	44.86	47.59	80.90	10.47	138.96	138.96	N/A	C	OFFICE
Chief Inspector	IV/III (N)	39.36	41.76	70.99	9.19	121.94	121.94	N/A	C	OFFICE
Senior Inspector	III (N)	37.20	39.47	67.10	8.68	115.25	137.16	N/A	D	OFFICE
Inspector	II (N)	31.06	32.95	56.02	7.25	96.22	114.51	N/A	D	OFFICE
Tech. Typist / Senior Tech. Admin	N/A	26.14	27.73	47.14	6.10	80.97	96.36	N/A	D	OFFICE
Service Group Manager	VIII (A)	81.82	86.80	113.71	19.10	219.61	0.00	N/A	A	FIELD
Department Manager	VII (A)	60.33	64.00	83.84	14.08	161.92	0.00	N/A	A	FIELD
Senior Construction Supervisor	IV (N)	62.00	65.78	86.17	14.47	166.42	0.00	N/A	A	FIELD
Construction Supervisor	IV (N)	43.00	45.62	59.76	10.04	115.42	0.00	N/A	A	FIELD
Senior Project Manager	IV (N)	53.00	56.23	73.66	12.37	142.26	0.00	N/A	A	FIELD
Project Manager	IV (N)	54.50	57.82	75.74	12.72	146.28	0.00	N/A	A	FIELD
Resident Engineer	IV (N)	44.86	47.59	62.34	10.47	120.40	120.40	125.68	C	FIELD
Chief Inspector	IV/III (N)	39.36	41.76	54.71	9.19	105.66	105.66	110.29	C	FIELD
Senior Inspector	III (N)	37.20	39.47	51.71	8.68	99.86	121.77	104.24	D	FIELD
Inspector	II (N)	31.06	32.95	43.16	7.25	83.96	101.65	87.02	D	FIELD
Technical Typist / Senior Technical	N/A	26.14	27.73	36.33	6.10	70.16	85.55	73.24	D	FIELD

NOTES:
 OVERTIME POLICY: Time and a half for excess of 8 hours in a work day.
 Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.
 Category A - No overtime compensation.
 Category B - overtime compensated at straight time rate over 40 billable hours
 Category C - overtime compensated at straight time
 Category D - overtime compensated at straight time rate x 1.50
 Overtime applies to hours worked in excess of the 40 hours per week
 NIGHT WORK POLICY:
 Night shift work will be compensated at 10% above regular pay for the hours worked in a night shift. Night shift work is defined as any hours worked after 8:00pm and before 6:00am. For any work performed in an overtime capacity, compensation will be paid at either the overtime rate or at the night shift work differential, whichever is higher, but not at any combination of both rates. Night differential is reimbursable at a maximum of 10% only if the firm has a policy to pay a night shift differential.
 RATES:
 Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit.

Attachment C, Page 4
 Estimate of Direct Non-Salary Costs - Construction Inspection

C&S Engineers, Inc.
 Mill St over Black River/Pearl St over N Branch Black River
 City of Watertown
 PIN 7753.70

DIRECT NON-SALARY COSTS

1. Travel, Lodging and Subsistence (on site mileage)									
Per Diem		0 days @	35.00 per day						\$0.00
Man Months	Days/Month	Miles/Day							
4 x	22 x	15 x	\$ 0.580 =						\$765.60
Total for Travel, Lodging & Subsistence									\$765.60
2. Owner's Protective Insurance									\$0.00
3. Expendible Equipment and Miscellaneous Expenses									<u>\$0.00</u>
TOTAL DIRECT NON-SALARY COST									\$765.60

DIRECT SUB-CONTRACTOR COSTS

4. Materials Testing (Estimated)									
		<u>Amt.</u>	<u>Price</u>	<u>Total</u>					
Technician (Soil, Concrete, Asphalt) - per day charge	18	\$	400.00	\$	7,200.00				
Concrete Cylinder Testing - per cylinder charge	54	\$	16.00	\$	864.00				
Compaction Testing - per day charge	0	\$	60.00	\$	-				
Soil Source Approval - per occurrence	1	\$	1,300.00	\$	1,300.00				
Concrete In-Plant Inspection (by NYSDOT)	As needed	\$	-	\$	-				
Asphalt In-Plant Inspection (by NYSDOT)	As needed	\$	-	\$	-				
Bearing Testing (by NYSDOT)	As needed	\$	-	\$	-				
					\$	9,364.00			
Total for Materials Testing									<u>\$9,364.00</u>
TOTAL DIRECT SUB-CONTRACTOR COST									\$9,364.00

DIRECT SUB-CONSULTANT COST

1. DBE Subconsultant for Construction Inspection - Lu Engineers - NOT TO EXCEED		\$50,000.00
2.		
3.		
TOTAL DIRECT SUB-CONSULTANT COST		<u>\$50,000.00</u>

GOODS PURCHASED UNDER THIS PROJECT TO BECOME PROPERTY OF MUNICIPALITY

1.	\$0.00
2.	
3.	
TOTAL GOODS COST	<u>\$0.00</u>



C&S Engineers, Inc.

Mill St over Black River/Pearl St over N Branch Black River
City of Watertown
PIN 7753.70

JOB TITLES	ASCE (A) OR NICET (N) GRADE	2019												(1)	(2)	(3)	(4)	(5)	(6)
		"A"						"B"											
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC						
Service Group Manager	VIII (A)													0		\$ 213.20		\$ -	
Department Manager	VII (A)													0		\$ 157.21		\$ -	
Senior Construction Supervisor	IV (N)		30		20	32	32	32	32	24				202		\$ 161.57		\$ 32,636.98	
Construction Supervisor	IV (N)													0		\$ 112.05		\$ -	
Senior Project Manager	IV (N)													0		\$ 138.11		\$ -	
Project Manager	IV (N)													0		\$ 142.03		\$ -	
Resident Engineer	IV (N)				40	176	176	176	176	60				804		\$ 116.92		\$ 94,000.62	
Resident Engineer **						44	44	44	44					0	176	\$ 116.92		\$ 20,577.25	
Chief Inspector	IV/III (N)													0		\$ 102.57		\$ -	
Chief Inspector **														0	0	\$ 102.57		\$ -	
Senior Inspector	III (N)													0		\$ 96.95		\$ -	
Senior Inspector **														0	0	\$ 118.22		\$ -	
Inspector	II (N)													0		\$ 80.94		\$ -	
Inspector **														0	0	\$ 98.69		\$ -	
Technical Typist / Senior Technical Admin	N/A		32		24	24	24	24	24	32				184		\$ 68.11		\$ 12,532.68	
Technical Typist / Senior Technical Admin **															0	\$ 83.05		\$ -	
OFFICE STAFF																			
Senior Project Engineer	V (A)												12	12		\$ 132.22		\$ 1,586.66	
CADD Operator	III (N)												48	48		\$ 69.17		\$ 3,320.25	
CADD Operator **															0	\$ 82.32		\$ -	
NOTES:														TOTALS	1,250	176		\$144,077.19	\$20,577.25

NOTES:

- ** Overtime Hours
- "A" Subcontractor/Subconsultant Cost Control and Progress Reporting
- "B" Record Plan Preparation
- (1) Total Hours (straight time)
- (2) Total Hours (overtime)
- (3) Projected Specific Hourly Rate (straight time rate)
- (4) Projected Specific Hourly Rate (overtime rate)
- (5) Specific Hourly Rates (straight time)
- (6) Specific Hourly Rates (over time)

TOTAL SALARIES - OVERTIME (2019) \$20,577.25
=====

TOTAL SALARIES - STRAIGHT TIME (2019) \$144,077.19
=====

Res No. 9

February 11, 2019

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Accepting Bid for CDBG Sidewalk Construction Phases 3 and 4 and ADA Ramp Project Phase 3

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for CDBG Sidewalk Construction Phases 3 and 4 and ADA Ramp Project Phase 3, per City specifications.

Invitations to bid were also issued to Bid Net with a total of five (5) bids being received that were publicly opened and read in the Purchasing Department on Wednesday, February 6, 2019 at 10:30 a.m.

Dale Morrow, Purchasing Manager, reviewed the bids received with City Engineering, and it is their joint recommendation that the award be issued to Concrete Slipform Inc. in the amount of \$266,203 as the lowest qualifying bidder meeting City specifications. The other bids received are detailed in the attached report of the Purchasing Manager. Funding is included in the Approved FY 2018-2019 Budget.

A Resolution for City Council consideration is attached.

RESOLUTION

Page 1 of 1

Accepting Bid for CDBG Sidewalk Construction

Introduced by

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for CDBG Sidewalk Construction Phases 3 and 4 and ADA Ramp Project Phase 3, as per City specifications, and

WHEREAS bid invitations were also issued to Bid Net with five (5) sealed bids submitted to the Purchasing Department, and

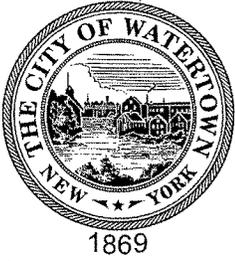
WHEREAS on Wednesday, February 6, 2019, at 10:30 a.m., the bids received were publicly opened and read, and

WHEREAS the City Purchasing Department reviewed the bids received with City Engineering, and it is their recommendation that the City Council accept the bid submitted by Concrete Slipform, Inc. in the amount of \$266,203,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of Concrete Slipform Inc. in the amount of \$266,203 for CDBG Sidewalk Construction Phases 3 and 4 and ADA Ramp Project Phase 3 as the lowest qualified bidder meeting our specifications, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to Concrete Slipform Inc.

Seconded by



CITY OF WATERTOWN, NEW YORK

ROOM 205, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
E-MAIL DMorrow@watertown-ny.gov
Phone (315) 785-7749 Fax (315) 785-7752

Dale Morrow
Purchasing Manager

MEMORANDUM

TO: Richard Finn, City Manager
FROM: Dale Morrow, Purchasing Manager
SUBJECT: Bid 2019-04 – CDBG Sidewalk Construction Phase 3 & 4
DATE: 02/08/19

The City's Purchasing Department advertised in the Watertown Daily Times on January 3, 2019, calling for sealed bids for CDBG Sidewalk Construction Phase 3 & 4 and ADA Ramp Project Phase 3 in Watertown, NY, as per City specifications.

The CDBG Sidewalk Construction Phase 3 & 4 and ADA Ramp Project Phase 3 are part of the 2018-19 Budget, (pg. 301).

The Purchasing Department issued Invitations to Bid to Bid Net. The City received five (5) sealed bid submittals. The Purchasing Department publically opened and read the sealed bids on February 6, 2019, at 10:30 am local time. The bid tabulation for the bid is shown below.

CDBG Sidewalk Const Phase 3&4	Luck Brothers Plattsburgh, NY	Concrete Slipform Canastota, NY	DC Building Watertown, NY	Oddo Construction E. Amherst, NY	DEW Builders Adams Center, NY
Total Bid Price	\$303,290.00	\$266,203.00	\$366,607.55	\$429,499.20	\$310,407.68

City Engineering and the Purchasing Department reviewed the responses to ensure that they complied with the specifications.

Staff recommends that City Council award the bid for the CDBG Sidewalk Construction Phase 3 & 4 Project to **Concrete Slipform** for **\$266,203.00** as the lowest responsive responsible bidder. If there are any questions concerning this recommendation, please contact me at your convenience.

FISCAL YEAR 2018-2019
CAPITAL BUDGET
INFRASTRUCTURE
SIDEWALK CONSTRUCTION

PROJECT DESCRIPTION	COST
<p>Community Development Block Grant (CDBG) Sidewalk Project – Huntington Street Phase 3 and 4</p> <p>The CDBG Sidewalk Construction Project involves the construction of approximately 1,250 linear feet of new sidewalks on Huntington Street between Hamilton Street North and Lee Street using CDBG grant funding provided by HUD. The project is located in the City’s CDBG Near East Target Area and is eligible for CDBG funding because it meets HUD’s primary national objective of benefiting low and moderate income persons. In addition to meeting an important need identified in our Consolidated Plan, the project will have the added benefit of improving the pedestrian infrastructure along the riverfront. This sidewalk will link to Phase 1 and 2 sidewalk and trail improvements and will complete the pedestrian connection between the City’s eastern riverfront parks and the City Center.</p>  <p>Funding to support this project will be a transfer from the Community Development Fund (CD.9950.0900).</p>	\$285,306
TOTAL	\$285,306

Res No. 10

February 11, 2019

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Accepting Bid for Sidewalk Replacement Project, District 13

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for labor, materials and equipment necessary to perform the sidewalk replacement along Indiana Avenue North 200 block, Gill Street 1100, 1000 blocks, Bronson Street 1100, and a portion of Pleasant Street North 200 blocks, per City specifications.

Invitations to bid were also issued to one prospective bidder as well as Bid Net with seven (7) bids being received that were publicly opened and read in the Purchasing Department on Wednesday, February 6, 2019 at 10:00 a.m.

The Purchasing Department reviewed the bids received with City Engineering, and it is their recommendation that the award be issued to Luck Brothers in the amount of \$244,438 as the lowest qualifying bidder meeting City specifications. The other bids received are detailed in the attached report of Purchasing Manager Dale Morrow. Funding is included in the Approved FY 2018-2019 Budget.

A Resolution for City Council consideration is attached.

RESOLUTION

Page 1 of 1

Accepting Bid for Sidewalk Replacement Project, District 13

Introduced by

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.
- Total

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for labor, materials and equipment necessary to perform the sidewalk replacement along Indiana Avenue North 200 block, Gill Street 1100, 1000 blocks, Bronson Street 1100, and a portion of Pleasant Street North 200 blocks, as per City specifications, and

WHEREAS bid invitations were also issued to one prospective bidder and Bid Net with seven (7) sealed bids submitted to the Purchasing Department, and

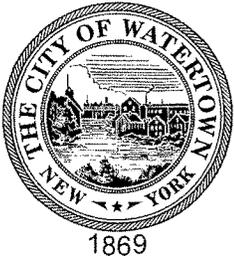
WHEREAS on Wednesday, February 6, 2019, at 10:00 a.m., the bids received were publicly opened and read, and

WHEREAS the City Purchasing Department reviewed the bids received with City Engineering, and it is their recommendation that the City Council accept the bid submitted by Luck Brothers in the amount of \$244,438,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of Luck Brothers in the amount of \$244,438 for labor, materials and equipment necessary to perform the sidewalk replacement along Indiana Avenue North 200 block, Gill Street 1100, 1000 blocks, Bronson Street 1100, and a portion of Pleasant Street North 200 blocks as the lowest qualified bidder meeting our specifications, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to Luck Brothers.

Seconded by



CITY OF WATERTOWN, NEW YORK

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Phone (315) 785-7749 Fax (315) 785-7752

Dale Morrow
Purchasing Manager

MEMORANDUM

TO: Richard Finn, City Manager
FROM: Dale Morrow, Purchasing Manager
SUBJECT: Bid 2019-03 – District 13 Sidewalk Replacement Project
DATE: 02/08/19

The City's Purchasing Department advertised in the Watertown Daily Times on January 3, 2019, calling for sealed bids for the labor, materials and equipment necessary to perform the sidewalk replacement along Indiana Ave N 200 Block, Gill St 1100, 1000 Blocks, Bronson St 1100, and a portion of Pleasant St N 200 Blocks, as per City specifications.

This District 13 Sidewalk Replace Project is part of the 2018-19 Budget, pg. 300.

The Purchasing Department issued Invitations to Bid to Bid Net as well as (1) prospective bidder. The City received seven (7) sealed bid submittals. The Purchasing Department publically opened and read the sealed bids on February 6, 2019, at 10:00 am local time. The bid tabulation for the bid is shown below.

Dist 13 Sidewalk Replacement	B&T Const. Watertown, NY	Concrete Slipform Canastota, NY	Luck Brothers Plattsburgh, NY	Sgarlata Concrete Canastota, NY	DC Bldg Systems Watertown, NY	Oddo Construction E. Amherst, NY	DEW Builders Adams Center, NY
Total Bid	\$272,016.00	\$252,955.00	\$244,438.00	\$335,143.00	\$342,089.40	\$429,533.10	\$268,566.68

City Engineering and the Purchasing Department reviewed the responses to ensure that they complied with the specifications.

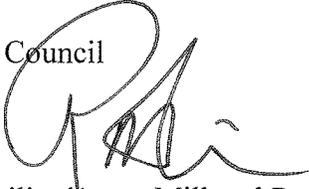
Staff recommends that City Council award the bid for the District 13 Sidewalk Replacement Project to **Luck Brothers** for **\$244,438.00** as the lowest responsive responsible bidder. If there are any questions concerning this recommendation, please contact me at your convenience.

FISCAL YEAR 2018-2019
CAPITAL BUDGET
INFRASTRUCTURE
SIDEWALK CONSTRUCTION

PROJECT DESCRIPTION	COST
<p>Annual City Sidewalk Replacement Program</p> <p>This funding supports the City's Sidewalk Improvement Special Assessment District #12, where numerous requests have been received for inclusion in the program, and ample pedestrian traffic has been observed. The 12,000 square foot district covers 0.6 miles of sidewalk, including Lansing St. 500 Block, Lynde St. 100 Block, and Mundy St. 500 block.</p> 	<p>\$300,000</p>
<p>Funding to support this project will be through special assessment billings (\$225,000) and a transfer from the General Fund (A 9950.0900- \$75,000).</p>	
TOTAL	\$300,000

Res No. 11

February 12, 2019

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Accepting Bid for Bridge Rehabilitation on Mill and Pearl Streets Project

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for labor, equipment and material necessary for the rehabilitation of Mill Street bridge over Black River and Pearl Street over north branch Black River, per City specifications.

Invitations to bid were also issued to seven (7) prospective bidders, as well as Bid Net, with four (4) bids being received that were publicly opened and read in the Purchasing Department on Tuesday, January 22, 2019 at 1:30 p.m.

The Purchasing Department reviewed the bids received with City Engineering, and it is their recommendation that the award be issued to Luck Brothers in the amount of \$1,831,872.75 as the lowest qualifying bidder meeting City specifications. The other bids received are detailed in the attached report of Purchasing Manager Dale Morrow. Funding is included in the Approved FY 2018-2019 Budget. This Bid Award is contingent on NYS Department of Transportation's concurrence.

A Resolution for City Council consideration is attached.

RESOLUTION

Page 1 of 1

Accepting Bid for Bridge Rehabilitation on Mill and Pearl Streets Project

Introduced by

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for labor, equipment and material necessary for the rehabilitation of Mill Street bridge over Black River and Pearl Street over north branch Black River, as per City specifications, and

WHEREAS bid invitations were also issued to seven (7) prospective bidders and Bid Net with four (4) sealed bids submitted to the Purchasing Department, and

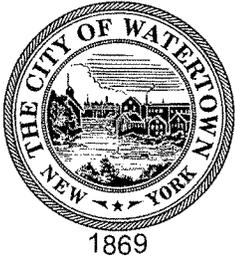
WHEREAS on Tuesday, January 22, 2019, at 1:30 p.m., the bids received were publicly opened and read, and

WHEREAS the City Purchasing Department reviewed the bids received with City Engineering, and it is their recommendation that the City Council accept the bid submitted by Luck Brothers in the amount of \$1,831,872.75,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of Luck Brothers in the amount of \$1,831,872.75 for labor, equipment and material necessary for the rehabilitation of Mill Street bridge over Black River and Pearl Street over north branch Black River as the lowest qualified bidder meeting our specifications, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to Luck Brothers.

Seconded by



CITY OF WATERTOWN, NEW YORK

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WATERTOWN, NEW YORK 13601-3380
E-MAIL DMorrow@watertown-ny.gov
Phone (315) 785-7749 Fax (315) 785-7752

Dale Morrow
Purchasing Manager

MEMORANDUM

TO: Richard Finn, City Manager
FROM: Dale Morrow, Purchasing Manager
SUBJECT: Bid 2019-02 – Bridge Rehabilitation on Mill & Pearl Streets Project
DATE: 02/01/19

The City's Purchasing Department advertised in the Watertown Daily Times on December 14, 2018, calling for sealed bids for the furnishings of all labor, equipment and material necessary for the rehabilitation of Mill Street (US 11) Bridge over Black River and Pearl Street (NYS 283) over north branch Black River as per City specifications.

This Bridge Rehabilitation project is part of the Adopted 2017-2018 Budget.

The Purchasing Department issued Invitations to Bid to Bid Net as well as seven (7) prospective bidders. The City received four (4) sealed bid submittals. The Purchasing Department publically opened and read the sealed bids on January 22, 2019, at 1:30 pm local time. The bid tabulation for the bid is shown below.

Bridge Rehab. On Mill & Pearl Sts.	Vector Construction Cicero, NY	Tuscarora Const. Pulaski, NY	Tioga Const. Herkimer, NY	Luck Brothers Plattsburgh, NY
Mill St. Bridge Total	\$1,034,551.95	\$1,469,145.00	\$1,132,683.00	\$1,024,367.75
Pearl St. Bridge Total	\$ 929,323.90	\$1,076,270.70	\$ 934,081.00	\$ 807,505.00
Total Bid Price	\$1,963,875.85	\$2,545,415.70	\$2,066,764.00	\$1,831,872.75

City Engineering and the Purchasing Department reviewed the responses to ensure that they complied with the specifications.

Staff recommends that City Council award the bid for the Bridge Rehabilitation on Mill & Pearl Streets Project to **Luck Brothers** for **\$1,831,872.75**, as the lowest responsive responsible bidder. If there are any questions concerning this recommendation, please contact me at your convenience.

Ord No. 1

February 8, 2019

To: Richard M. Finn, City Manager
From: James E. Mills, City Comptroller
Subject: Bond Ordinance Amendment – Mill Street Bridge Reconstruction

Included in tonight's agenda was a resolution accepting the bid submitted by Luck Brothers, Inc. for the Mill Street bridge project (north span). If the resolution was approved, City Council needs to consider the bond ordinance to finance the project. A summary of estimated costs is as follows:

Design (C&S Engineers)	\$ 87,500	
-Supplemental Agreement #1	<u>15,000</u>	\$ 102,500
Construction (Luck Brothers)		\$ 1,024,368
Construction Administration and Inspection		\$ 175,000
Bonding Fees and Contingency		\$ <u>23,132</u>
Total Estimated Cost		\$ <u>1,325,000</u>

ACTION: City Manager recommends approval.



ORDINANCE

An Ordinance Amending the Ordinance Dated October 2, 2017, Authorizing the Issuance of \$1,300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Mill Street Bridge, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$1,325,000

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

Introduced by

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on February 19, 2019, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following ordinance was offered by Council Member _____, who moved its adoption, seconded by Council Member _____, to wit:

BOND ORDINANCE DATED FEBRUARY 19, 2019.

WHEREAS, by ordinance dated October 2, 2017, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$1,300,000 bonds of said City to pay the cost of the partial reconstruction of the Mill Street Bridge, in and for the City of Watertown, Jefferson County, New York, including, demolition, acquisition and installation of equipment, and surfacing, and including incidental expenses in connection therewith, a specific object or purpose, at an estimated maximum cost of \$1,300,000, in and for the City of Watertown, Jefferson County, New York; and

ORDINANCE

An Ordinance Amending the Ordinance Dated October 2, 2017, Authorizing the Issuance of \$1,300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Mill Street Bridge, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$1,325,000

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

WHEREAS, the Council now wishes to increase the estimated maximum cost of the aforesaid specific object or purpose from \$1,300,000 to \$1,325,000, an increase of \$25,000 over that previously authorized, and to authorize the issuance of bonds sufficient to pay said estimated maximum cost; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of Watertown, Jefferson County, New York, as follows:

Section A. The title and Sections 1 and 2 of the ordinance of this Council dated and duly adopted October 2, 2017, authorizing the issuance of \$1,300,000 bonds to pay the cost of the partial reconstruction of the Mill Street Bridge, in and for the City of Watertown, Jefferson County, New York, including, demolition, acquisition and installation of equipment, and surfacing, and including incidental expenses in connection therewith, a specific object or purpose, at an estimated maximum cost of \$1,300,000, in and for the City of Watertown, Jefferson County, New York, are hereby amended, in part, to read as follows:

“AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$1,325,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COST OF THE PARTIAL RECONSTRUCTION OF THE MILL STREET BRIDGE, IN AND FOR SAID CITY.”

....
“Section 1. For the specific object or purpose of paying the cost of the partial reconstruction of the Mill Street Bridge, in and for the City of Watertown, Jefferson County, New York, including, demolition, acquisition and installation of equipment, and surfacing, and including incidental expenses in connection therewith, there are hereby authorized to be issued \$1,325,000 bonds of said City pursuant to the provisions of the Local Finance Law.

“Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$1,325,000 and that the plan for the financing thereof is by the issuance of the \$1,325,000 bonds of said City authorized to be issued pursuant to this bond ordinance, provided however, that the amount of bonds to be issued shall be reduced by the amount of any grant funds received therefor.

ORDINANCE

An Ordinance Amending the Ordinance Dated October 2, 2017, Authorizing the Issuance of \$1,300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Mill Street Bridge, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$1,325,000

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

Section B. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

Section C. Upon this ordinance taking effect, the same shall be published in summary in the Watertown Daily Times, the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section D. This ordinance is effective immediately.

Unanimous consent moved by Council Member _____, seconded by Council Member _____, with all voting "AYE".

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

VOTING _____

VOTING _____

VOTING _____

VOTING _____

VOTING _____

The ordinance was thereupon declared duly adopted.

* * *

APPROVED BY THE MAYOR

ORDINANCE

An Ordinance Amending the Ordinance Dated October 2, 2017, Authorizing the Issuance of \$1,300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Mill Street Bridge, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$1,325,000

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

Page 4 of 5

Mayor

STATE OF NEW YORK)
) ss.:
COUNTY OF JEFFERSON)

I, the undersigned Clerk of the City of Watertown, Jefferson County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on February 19, 2019, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Council had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media Date Given

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

ORDINANCE

An Ordinance Amending the Ordinance Dated October 2, 2017, Authorizing the Issuance of \$1,300,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Mill Street Bridge, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$1,325,000

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

Designated Location(s) of Posted Noticed Date of Posting

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on February ___, 2019.

City Clerk
(CORPORATE SEAL)

Seconded by

Ord No. 2

February 8, 2019

To: Richard M. Finn, City Manager
From: James E. Mills, City Comptroller
Subject: Bond Ordinance Amendment – Pearl Street Bridge Reconstruction

Included in tonight's agenda was a resolution accepting the bid submitted by Luck Brothers, Inc. for the Pearl Street bridge project (north span). If the resolution was approved, City Council needs to consider the bond ordinance to finance the project. A summary of estimated costs is as follows:

Design (C&S Engineers)	\$ 87,500	
-Supplemental Agreement #1	<u>15,000</u>	\$ 102,500
Construction (Luck Brothers)		\$ 807,505
Construction Administration and Inspection		\$ 50,000
Bonding Fees and Contingency		<u>\$ 14,995</u>
Total Estimated Cost		<u>\$ 975,000</u>

ACTION: City Manager recommends approval.



ORDINANCE

An Ordinance Amending the Ordinance Dated October 2, 2017, Authorizing the Issuance of \$500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Pearl Street Bridge, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$975,000

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

Introduced by

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on February 19, 2019 at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following ordinance was offered by Council Member _____, who moved its adoption, seconded by Council Member _____, to wit:

BOND ORDINANCE DATED FEBRUARY 19, 2019.

WHEREAS, by ordinance dated October 2, 2017, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$500,000 bonds of said City to pay the cost of the partial reconstruction of the Pearl Street Bridge, in and for the City of Watertown, Jefferson County, New York, including demolition, acquisition and installation of equipment, and surfacing, and including incidental expenses in connection therewith, a specific object or purpose, at an estimated maximum cost of \$500,000, in and for the City of Watertown, Jefferson County, New York; and

ORDINANCE

An Ordinance Amending the Ordinance Dated October 2, 2017, Authorizing the Issuance of \$500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Pearl Street Bridge, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$975,000

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

Page 2 of 5

WHEREAS, the Council now wishes to increase the estimated maximum cost of the aforesaid specific object or purpose from \$500,000 to \$975,000, an increase of \$475,000 over that previously authorized, and to authorize the issuance of bonds sufficient to pay said estimated maximum cost; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of Watertown, Jefferson County, New York, as follows:

Section A. The title and Sections 1 and 2 of the ordinance of this Council dated and duly adopted October 2, 2017, authorizing the issuance of \$500,000 bonds to pay the cost of the partial reconstruction of the Pearl Street Bridge, in and for the City of Watertown, Jefferson County, New York, including demolition, acquisition and installation of equipment, and surfacing, and including incidental expenses in connection therewith, a specific object or purpose, at an estimated maximum cost of \$500,000, in and for the City of Watertown, Jefferson County, New York, are hereby amended, in part, to read as follows:

“AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$975,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COST OF THE PARTIAL RECONSTRUCTION OF THE PEARL STREET BRIDGE, IN AND FOR SAID CITY.”

....

“Section 1. For the specific object or purpose of paying the cost of the partial reconstruction of the Pearl Street Bridge, in and for the City of Watertown, Jefferson County, New York, including demolition, acquisition and installation of equipment, and surfacing, and including incidental expenses in connection therewith, there are hereby authorized to be issued \$975,000 bonds of said City pursuant to the provisions of the Local Finance Law.

“Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$975,000 and that the plan for the financing thereof is by the issuance of the \$975,000 bonds of said City authorized to be issued pursuant to this bond ordinance, provided however, that the amount of bonds to be issued shall be reduced by the amount of any grant funds received therefor.

ORDINANCE

An Ordinance Amending the Ordinance Dated October 2, 2017, Authorizing the Issuance of \$500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Pearl Street Bridge, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$975,000

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

Section B. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

Section C. Upon this ordinance taking effect, the same shall be published in summary in the Watertown Daily Times, the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section D. This ordinance is effective immediately.

Unanimous consent moved by Council Member _____, seconded by Council Member _____, with all voting "AYE".

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____

The ordinance was thereupon declared duly adopted.

* * *

APPROVED BY THE MAYOR

ORDINANCE

An Ordinance Amending the Ordinance Dated October 2, 2017, Authorizing the Issuance of \$500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Pearl Street Bridge, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$975,000

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on February ____, 2019.

 City Clerk
 (CORPORATE SEAL)

Seconded by

Ord No. 3

February 15, 2019

To: Richard M. Finn, City Manager
From: James E. Mills, City Comptroller
Subject: Bond Ordinance – Sidewalk Special Assessment District #13

Tonight City Council considered establishing the fee for the sidewalk special assessment District #13.

As in previous years, this special assessment program provides property owners with an opportunity to pay for the cost of work performed by the City over a ten-year period. This bond ordinance will allow the City to borrow for the costs associated with those property owners that choose to enroll in the 10-year special assessment program. The City's share of the costs associated with the sidewalk program are funded with a transfer from the General Fund and not through the proceeds of this bond ordinance.

ORDINANCE

An Ordinance Authorizing the Issuance of \$250,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 13 Within the City

Page 1 of 6

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, February 19, 2019, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Mayor Joseph M. Butler, Jr., and upon roll being called, the following were

PRESENT: Council Member Sarah V. Compo, Council Member Ryan J. Henry-Wilkinson, Council Member Cody J. Horbacz, Council Member Lisa A. Ruggiero and Mayor Joseph M. Butler, Jr.

ABSENT:

The following ordinance was offered by Council Member _____, who moved its adoption, seconded by Council Member _____, to wit:

BOND ORDINANCE DATED FEBRUARY 19, 2019.

WHEREAS, all conditions precedent to the financing of the class of objects or purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the issuance of bonds of said City to finance costs of said class of objects or purposes; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of Watertown, Jefferson County, New York, as follows:

ORDINANCE

An Ordinance Authorizing the Issuance of \$250,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 13 Within the City

Page 2 of 6

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Section 1. For the class of objects or purposes of paying costs of the construction or reconstruction of sidewalks in Special Assessment District No. 13 within the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$250,000 bonds of said City pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$250,000 and that the plan for the financing thereof is by the issuance of \$250,000 bonds of said City authorized to be issued pursuant to this bond ordinance; provided, however, that the amount of bonds ultimately to be issued will be reduced by the amount of any State or Federal aid or any other revenue received by the City from other sources for such class of objects or purposes.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is ten years, pursuant to subdivision 24 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Comptroller, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City of Watertown, Jefferson County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied upon property in Special Assessment District No. 13 determined to be specially benefitted by such construction or reconstruction of sidewalks a special assessment to pay such portion of the principal of and interest on such obligations, as the same become due and payable, as shall be established in proceedings under Title XII of the City Charter and, to the extent such assessments are insufficient, there shall annually be levied a tax to pay principal and interest on such obligations as the same become due and payable.

ORDINANCE

An Ordinance Authorizing the Issuance of \$250,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 13 Within the City

Page 3 of 6

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Watertown, Jefferson County, New York, by the manual or facsimile signature of the City Comptroller and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Comptroller, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the City, provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Comptroller shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the City Comptroller shall determine.

ORDINANCE

An Ordinance Authorizing the Issuance of \$250,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 13 Within the City

Page 4 of 6

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This ordinance, which takes effect immediately, shall be published in full in the Watertown Daily Times, the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Unanimous consent moved by Council Member _____, seconded by Council Member _____, with all voting "AYE".

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

- Council Member Sarah V. Compo VOTING _____
- Council Member Ryan J. Henry-Wilkinson VOTING _____
- Council Member Cody J. Horbacz VOTING _____
- Council Member Lisa A. Ruggiero VOTING _____
- Mayor Joseph M. Butler, Jr. VOTING _____

ORDINANCE

An Ordinance Authorizing the Issuance of \$250,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 13 Within the City

Page 5 of 6

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Mayor BUTLER, Jr., Joseph M.
Total

Table with 2 columns: YEA, NAY. Multiple empty rows for recording votes.

The ordinance was thereupon declared duly adopted.

* * *

APPROVED BY THE MAYOR

_____, 2019.
Mayor

STATE OF NEW YORK)
) ss.:
COUNTY OF JEFFERSON)

I, the undersigned Clerk of the City of Watertown, Jefferson County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on February 19, 2019, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Council had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media Date Given

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

ORDINANCE

An Ordinance Authorizing the Issuance of \$250,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 13 Within the City

Page 6 of 6

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices Date of Posting

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on February 19, 2019.

City Clerk
(CORPORATE SEAL)

Seconded by

Public Hearing – 7:30 p.m.

February 12, 2019

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Establishing Assessment Charge, Sidewalk Special Assessment District 13, Spring and Fall 2019

On December 17, 2018, the City Council approved the establishment of the Sidewalk Improvement Special Assessment for District 13. As you will recall, under the Charter provisions related to Special Assessment Programs, after a Public Hearing, the City Council must officially determine whether all or a portion of the cost for the proposed sidewalk improvements should be a charge or expense upon the abutting property owner.

Notices were sent to all property owners in the defined area notifying them of their inclusion in this year's program and also notifying them of the Public Hearing to consider whether all or a portion of the cost for the proposed sidewalk improvements should be a charge or expense upon the abutting property owner. The attached report provides a detailed listing of the properties that will be included in Sidewalk Special Assessment District 13.

Staff prepared the notices to property owners using the \$10.00 per sq. ft. price, with a maximum charge "cap" of \$3,000 per property for work completed (excluding taxes).

As in previous years, this Special Assessment Program provides taxpayers with an opportunity to pay the cost of work performed by the City over a ten-year period. Property owners will have the option of having the City perform the work, hiring a contractor to do the work, or doing the work themselves.

A Public Hearing for Special Assessment District 13 has been scheduled for Tuesday, February 19, 2019, at 7:30 p.m. in City Council Chambers. Following the Public Hearing, the City Council can consider the attached resolution, which establishes the assessment charge for the Special Assessment District 13.

RESOLUTION

Page 1 of 1

Sidewalk Improvement Special
Assessment Program, District No. 13

Council Member COMPO, Sarah V,
Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGEIRO, Lisa A.
Mayor BUTLER, Jr., Joseph M.

YEA	NAY

Introduced by

Total

Council Member Cody J. Horbacz

WHEREAS the City Engineering Department has inspected sidewalks within the City of Watertown, and

WHEREAS it has been determined that the condition of sidewalks on certain streets are in need of repair and/or replacement, and

WHEREAS the City Council of the City of Watertown feels it is in the overall public interest to provide property owners within the City of Watertown with an opportunity to pay for said repair/replacement work through a Special Assessment Program,

NOW THEREFORE BE IT RESOLVED that a Public Hearing will be held on Monday, February 17, 2019, at 7:30 p.m. at which time property owners included in the Special Assessment Program will have an opportunity to make comments on whether all or a portion of the cost for proposed sidewalk improvements should be a charge or expense upon the abutting property owners, and

BE IT FURTHER RESOLVED that the City Engineering Department will send notices to all property owners notifying them of their inclusion in this year’s program and that there will be a public hearing to consider whether all or a portion of the cost for proposed sidewalk improvements should be a charge or expense upon the abutting property owners, and

BE IT FURTHER RESOLVED that the properties included in the Sidewalk Special Assessment Program, District No. 13, are those detailed in the attached report.

Seconded by Council Member Mark C. Walczyk

206	Indiana Ave N	5-02-304	Joel & Kristen	Kinne	206 Indiana N	Watertown NY 13601
207	Indiana Ave N	6-16-305	Kathleen	Newman	27059 Victory Lane	Watertown NY 13601
210	Indiana Ave N	5-02-305	Michael & Sandra	Kuster	1237 Hyman Ave	Bayshore NY 11707
211	Indiana Ave N	6-16-304	Richard & Denise	Gregory	211 Indiana Ave N	Watertown NY 13601
215	Indiana Ave N	6-16-303	James & Jennifer	Lewis	215 Indiana Ave N	Watertown NY 13601
218	Indiana Ave N	5-2-307	Stephen & Nancy	Laverty	218 Indiana Ave N	Watertown NY 13601
219	Indiana Ave N	6-16-302	John	Donoghue	218 Indiana Ave N	Watertown NY 13601
221	Indiana Ave N	6-16-301	William / Kimberly	Ryan / Jewitt	221 Indiana Ave N	Watertown NY 13601
222	Indiana Ave N	5-2-308	Franz/Lois/Nathaniel	Braun	222 Indiana Ave N	Watertown NY 13601
226	Indiana Ave N	5-2-309	Mark & Tina	Marducci	226 Indiana Ave N	Watertown NY 13601
227	Indiana Ave N	6-16-204	Michael & SM	Giargiano	227 Indiana Ave N	Watertown NY 13601
230	Indiana Ave N	5-2-310	John	Reagan, Jr	230 Indiana Ave N	Watertown NY 13601
232	Indiana Ave N	5-2-311	Randall & Kimberly	Lockwood	232 Indiana Ave N	Watertown NY 13601
235	Indiana Ave N	6-16-201.1	Nicholas	Pistelli	235 Indiana Ave N	Watertown NY 13601
262	Indiana Ave N	5-4-202	Daniel	Herzig	262 Indiana Ave N	Watertown NY 13601
265	Indiana Ave N	6-16-101	Ian	Lupia	25000 Rt 126	Watertown NY 13601
268	Indiana Ave N	5-4-201	Justin	Bergevin	268 Indiana Ave N	Watertown NY 13601
287	Indiana Ave N	6-13-117	Lawrence	Chamberlain	287 Indiana Ave N	Watertown NY 13601
290	Indiana Ave N	5-4-307	Thomas	Andersen	29898 Greens Ct	Manifee CA 92584-8835
303	Indiana Ave N	6-12-131	Rebecca	Gould	303 Indiana Ave N	Watertown NY 13601

297	Indiana Ave N	6-13-114	Joseph	Gose-Dawkins	323 Stone St., Apt 1	Watertown NY 13601
M156	Gill St	5-4-306	Brian / Cherisma	Johnson / Aragon	25068 Woolworth St	Great Bend NY 13643
224	Hamilton St N	6-14-206	Jose	DeJesus	224 Hamilton St N	Watertown NY 13601
232	Hamilton St N	6-13-305	Philip	Farmer	856 Massey St	Watertown NY 13601
1010	Gill St	6-14-207	Michele	Abell	1154 Boyd St	Watertown NY 13601
VL-2	Gill St	6-14-208.001	Michele	Abell	1154 Boyd St	Watertown NY 13601
1016	Gill St	6-14-208	Kenneth	Oatman	1016 Gill St	Watertown NY 13601
1017	Gill St	6-13-304	Michael	Martini	202 Park Dr	Watertown NY 13601
1018	Gill St	6-14-209	Randall	Bischoff	1022 Gill St	Watertown NY 13601
1022	Gill St	6-14-210	Randall	Bischoff	1022 Gill St	Watertown NY 13601
1025	Gill St	6-13-303	Donald	Terpstra	255 N Pleasant St	Watertown NY 13601
1026	Gill St	6-14-211	Hillary	Van Sile	1026 Gill St	Watertown NY 13601
1029	Gill St	6-13-302	Timothy & Amanda	Hartranft	4010 Coachman Rd	Manhattan KS 66502-8809
1033	Gill St	6-13-301	Charles	Thomas	250 Central Ave., Apt 4	Jersey City NJ 07307-3072
224	Pleasant St N	6-14-106	Randall & Susan	Bell	224 N Pleasant St	Watertown NY 13601
1103	Gill St	6-13-208	Michael	LaDue	320 S Indiana Ave	Watertown NY 13601
1107	Gill St	6-13-207	Gerald	Prout	23309 Diane Dr	Watertown NY 13601-4182
1108	Gill St	6-14-107	John & Sandra	Habeeb	1108 Gill St	Watertown NY 13601
1112	Gill St	6-14-108	Matthew	Plummer	1112 Gill St	Watertown NY 13601
1115	Gill St	6-13-206	Steven & Bobbie Jo	Woodard	1115 Gill St	Watertown NY 13601

1118	Gill St	6-14-109	Ashley	Fitzgerald	1118 Gill St	Watertown NY 13601
1120	Gill St	6-14-110	Aaron	Hibbard	1120 Gill St	Watertown NY 13601
1126	Gill St	6-14-111	Marjorie	Clarke	1126 Gill St	Watertown NY 13601
1130	Gill St	6-14-112	Luanne & Billy Gene	Draper	1130 Gill St	Watertown NY 13601
1132	Gill St	6-14-113	James & Priscilla	Jacobo	91 - 1113 Waiemi St	Ewa Beach HI 96706
1138	Gill St	6-14-114	Roberto & Monica	Guadarrama	1138 Gill St	Watertown NY 13601
1144	Gill St	6-14-115	Mary	Granger	1144 Gill St	Watertown NY 13601
1156	Gill St	6-16-104	Blake	Robison	1156 Gill St	Watertown NY 13601
1158	Gill St	6-16-103	John & Nancy	Marra	PO Box 502	Brownville NY 13615
1164	Gill St	6-16-102	Ian	Lupia	25000 Rt 126	Watertown NY 13601
1167	Gill St	6-13-101	Madeline	Oatridge	1167 Gill St	Watertown NY 13601

CITY OF WATERTOWN

1101	Bronson St					
1102	Bronson St	6-13-214	Renee	Bittner	5131 Georgia Shore Rd	St Albans VT 05478
1105	Bronson St	6-12-204	DNL Enterprise, LLC		375 Hinman Rd	Pulaski NY 13142
1108	Bronson St	6-13-215	Marceline	Bass-Terpstra	255 N Pleasant St	Watertown NY 13601
1110	Bronson St	6-13-216	Timothy	Okay	119 New St	Cranford NJ 07016
1114	Bronson St	6-13-217	Justin & Jennifer	Crick	3 Demian Ct	Stafford VA 22556
1117	Bronson St	6-12-201	Veronica	Berger	1117 Bronson St	Watertown NY 13601
1120	Bronson St	6-13-220	Steve	Noriega	310 Ladera Ln	Mangilao Guam 96913
M15	Bronson St	6-13-221	Steve	Noriega	310 Ladera Ln	Mangilao Guam 96913

279	California Ave N	6-13-223.001	David & Cindy	Johnson	20714 St Lawrence Park Rd	Alexandria Bay NY 13607
1135	Bronson St	6-12-102	St Anthony Group		53014 Sweet Juliet Ln	Lake Elsinore CA 92532-1563
1137	Bronson St	6-12-101	Cassandra / Shawn	Walters / Granger	1137 Bronson St, Apt A	Watertown NY 13601
242	Pleasant St N	6-13-209	Timothy	McCoy	4024 Steepleridge Dr	The Colony TX 75056
246	Pleasant St N	6-13-210	Francois	Ponzio	1786 New York Ave	Bellmore NY 11710
250	Pleasant St N	6-13-211	Gregory & Leah	Pyland	250 N Pleasant St	Watertown NY 13601
254	Pleasant St N	6-13-212	Nora	Turner	254 N Pleasant St	Watertown NY 13601
256	Pleasant St N	6-13-213	Gregory & Leah	Webster	445 Ambrose St	Sackets Harbor NY 13601



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CITY OF WATERTOWN, NEW YORK

DEPARTMENT OF ENGINEERING

Room 305, Municipal Building

245 Washington Street

Watertown, New York 13601

Tel. (315) 785-7740

Fax (315) 785-7829

**City of Watertown
Sidewalk Maintenance Program**

**Proposed Work Areas:
District #13 (2019)**

October 31, 2018

Proposed By:

Sean O'Connor, Sr. Engineering Tech.



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The purpose of this report is to provide information so that locations can be chosen for District #13 of the sidewalk program.

The proposed streets and the specific blocks are as follows:

- Indiana Ave 200 Block
- Gill Street 1000-1100 Blocks
- Bronson Street 1100 Block
- Pleasant St N 200 Block (Partial)

The City has received complaints about the sidewalks in this area within the last couple of years. Indiana Ave. North 100 block was part of District #8 (2015) along with Columbia Street. District #3 (2007) featured Monroe Ave, Pearl Ave N. and Colorado Ave. Proposed District #13 will provide a corridor of newly updated walks connecting to the Huntington Trail CDBG Project, build upon previously improved Sidewalk District neighborhoods connecting to State St and the Ohio Street School. By concentrating on this area, the City will be able to greatly improve the pedestrian corridor from outlying residential neighborhoods to a main arterial, State Street, as well as safer routes to school.

There are three properties (1120 Bronson, 279 California Ave N, 297 Indiana Ave N) located along the corridor of Bronson Street 1100 have walks that are nonexistent.

Exhibit A: 279 California Ave N – 1120 Bronson St.



For these three properties, we will be in-filling new walk to connect to existing walk at Indian Ave / Bronson intersection to walk that extends to Pleasant Street N and beyond.



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Table A: Estimated Area Of Work Per Street

Main streets include corner properties with their sqft estimates

Street	Approx. Total SF Area Of Work	Approx. Total SF with entrance walks
Bronson St 1100	3848	4008
Gill Street 1000	3116	3276
Gill Street 1100	3796	3956
Indiana Ave N 200	2552	2632
Pleasant St N	732	812
Total	14044	14684

Bronson St. 1100 Block





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Gill St. 1000 Block



Gill St. 1100 Block





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Indiana Ave. N 200 Block



Pleasant St. N 200 Block (partial)



The proposed district is approximately 15,000 SQFT district. The start date for District #13 is tentatively set for May 1st, 2019. The proposed work is scheduled to be completed end of July 2019. A bid will be required to fulfill the work estimated.



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Sidewalk Program District #12, which underwent was split into two projects, one completed by the City's in house crew in the fall of 2017, and one completed by a private contractor in the summer-fall of 2018. The total cost of the district was \$159,375.11. The city finished the 2017 construction season completing 4124 sqft at the rate of \$16.31/sqft. Concrete Slipform Inc completed 5200 sqft at the rate of \$17.72/sqft. The following are completed sections of District 12 completed by winning bidder Concrete Slipform Inc.

Lynde St E 100





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Lansing St 500



Proposed Residents in District #13: Please Reference Attached:

February 12, 2019

To: Richard M. Finn, City Manager
From: James E. Mills, City Comptroller
Subject: Quarterly Financial Report

Attached for City Council review is the Financial Report for the quarter ended December 31, 2018.

**CITY OF WATERTOWN
FY 2018/19 FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDING DECEMBER 31, 2018**

GENERAL FUND SUMMARY

General Fund Summary	2018-19 Adopted Budget	YTD Actual	%	Prior YTD Actual	2017-18 Actual
Revenues	\$ 42,335,245	\$ 23,348,547	55.15%	\$ 23,183,097	\$ 41,761,336
Expenditures (1)	\$ 44,721,667	\$ 21,567,131	48.23%	\$ 21,320,250	\$ 42,657,120
Net Change in Fund Balance	\$ (2,386,422)	\$ 1,781,416		\$ 1,862,846	\$ (895,784)

(1) Expenditure budget amount includes \$164,652 of encumbrances carried over from FY 2018/19. The original FY 2018/19 Adopted Budget appropriated \$2,204,483 of reserves and fund balance. Subsequent budget re-adoptions appropriated an additional \$17,287 of fund balance for the City's share of the new para-transit contract less Federal funding.

GENERAL FUND REVENUES

General fund revenues are up \$165,450 or 0.71% compared to last year due mostly to increases in property taxes (\$207,313), sales tax (\$453,110), interest earnings (\$90,454), CHIPs (\$196,000) and building permits (\$52,164). Offsetting the revenue increases are the sale of excess hydro-electricity (\$1,0474,867) and mortgage tax (\$91,977). The 10 largest general fund budgeted revenues account for nearly 92% of the total general fund revenues. A summary of general fund revenues is as follows:

GENERAL FUND REVENUES	2018-19 Adopted Budget	YTD Actual	Y-T-D % of Budget	Prior Y-T-D	2017-18 Actual
State Admin. Sales & Use Tax	\$ 18,510,000	\$ 10,014,688	54.10%	\$ 9,561,578	\$ 18,424,974
Real Property Tax Items	\$ 9,315,619	\$ 9,315,616	100.00%	\$ 9,109,387	\$ 8,998,254
State Aid, Per Capita	\$ 4,703,208	\$ 83,452	1.77%	\$ 83,452	\$ 4,703,208
Sale of Surplus Power	\$ 4,106,000	\$ 1,197,273	29.16%	\$ 2,245,140	\$ 4,803,579
Refuse and Garbage Charges	\$ 861,000	\$ 512,894	59.57%	\$ 500,309	\$ 870,171
State Aid, Mortgage Tax	\$ 310,000	\$ 117,176	37.80%	\$ 209,153	\$ 303,280
Utilities Gross Income Tax	\$ 267,000	\$ 144,042	53.95%	\$ 141,656	\$ 291,913
Interfund Transfers	\$ 376,000	\$ 262,587	69.84%	\$ 93,033	\$ 336,475
State Mass Transportation Assistance	\$ 286,000	\$ 125,316	43.82%	\$ 125,556	\$ 282,165
Bus Fares	\$ 135,000	\$ 69,136	51.21%	\$ 66,821	\$ 133,058
Subtotal	\$ 38,869,827	\$ 21,842,180	56.19%	\$ 22,136,084	\$ 39,147,077
All Other General Fund Revenues	\$ 3,465,418	\$ 1,506,367	43.47%	\$ 1,047,013	\$ 2,614,259
Total	\$ 42,335,245	\$ 23,348,547	55.15%	\$ 23,183,097	\$ 41,761,336

Real Property Taxes: Gross property tax revenue for FY 18-19 is \$9,312,206 which represents an increase of \$207,313 or 2.28% over FY 17-18.

Interest and Penalties on Property Taxes: Revenue is up compared to last year by \$5,629 or 12.62%.

Sales Tax Revenue: The City's sales tax collections is up compared to last year by \$453,110 or 4.74%. Compared to the adopted budget revenue is up by \$408,986 or 4.26%.

Sale of Surplus Power: The City's sale of surplus power is down \$1,047,867 or 46.67% compared to last year due to the time the facility was down for repairs. Compared to budget revenue is down \$280,093 or 18.96%.

Utilities Gross Income Tax Revenue: Under General Municipal Law, the City imposes a 1% tax on the gross income from every utility doing business in the City. Revenue is up compared to last year by \$2,386 or 1.68%.

Mortgage Tax Revenue: The City receives 1/2% tax for each mortgage recorded on property located within the City. Revenue from the first semi-annual payment is down significantly by \$91,977 or 43.98% compared to last year's first payment.

NYS Unrestricted Aid and AIM funding: The City's revenue from the NYS Aid and Incentives to Municipalities (AIM) program has remained at the same level since FY 2011-12 with the exception of the one-time spin-up of \$3,100,000 received in FY 2012/13 that was placed into a Capital Reserve Fund.

CITY OF WATERTOWN
FY 2018/19 FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDING DECEMBER 31, 2018

GENERAL FUND EXPENDITURES

The following 10 departments / categories represent nearly 83% of the General Fund budgeted expenditures. General fund expenditures increased by \$246,880 or 1.16% compared to last year mostly due to the increased cost of health insurance premiums (\$300,601).

GENERAL FUND EXPENDITURES	2018-19		Y-T-D % of Budget	Prior Y-T-D	2017-18
	Adopted Budget	YTD Actual			Actual
Fire	\$ 8,871,800	\$ 4,993,670	56.29%	\$ 4,970,029	\$ 9,602,040
Police	\$ 8,680,516	\$ 4,673,616	53.84%	\$ 4,636,532	\$ 8,555,490
Department of Public Works	\$ 5,711,512	\$ 2,425,784	42.47%	\$ 2,492,383	\$ 4,995,019
Health Insurance-Retirees	\$ 4,705,697	\$ 2,372,017	50.41%	\$ 2,138,101	\$ 4,298,415
Debt Service	\$ 2,810,059	\$ 1,526,272	54.31%	\$ 1,652,915	\$ 2,996,516
Parks and Recreation	\$ 2,126,827	\$ 1,145,011	53.84%	\$ 901,032	\$ 1,932,368
Library Transfer	\$ 1,375,144	\$ 658,883	47.91%	\$ 658,604	\$ 1,399,839
Bus	\$ 1,106,720	\$ 499,581	45.14%	\$ 464,149	\$ 934,948
Traffic Control & Lighting	\$ 955,816	\$ 409,397	42.83%	\$ 385,185	\$ 874,929
Transfer to Capital Projects	\$ 641,500	\$ -	0.00%	\$ 114,902	\$ 1,249,614
SUBTOTAL	\$ 36,985,592	\$ 18,704,230	50.57%	\$ 18,413,832	\$ 36,839,178
All Other Departments/Transfers	\$ 7,736,075	\$ 2,862,901	37.01%	\$ 2,906,418	\$ 5,817,942
TOTAL	\$ 44,721,667	\$ 21,567,131	48.23%	\$ 21,320,250	\$ 42,657,120

GENERAL FUND - PERSONAL SERVICES

Personal service expenditures account for nearly 38% of the general fund budgeted expenditures. The following table presents the 10 largest departmental budgeted personal services. These 10 departments represent over 78% of the budgeted general fund personal service expenditures. Fire department overtime increased compared to last year by \$112,465 or 29.01%. Police department overtime increased by \$7,568 or 3.68%.

Department	2018-19		Y-T-D % of Budget	Prior Y-T-D	2017-18
	Adopted Budget	YTD Actual			Actual
Fire	\$ 5,156,280	\$ 2,640,210	51.20%	\$ 2,612,686	\$ 5,353,346
Police	\$ 5,150,110	\$ 2,544,526	49.41%	\$ 2,508,175	\$ 4,717,896
DPW Snow Removal	\$ 523,462	\$ 149,336	28.53%	\$ 109,949	\$ 588,197
Engineering	\$ 413,318	\$ 203,280	49.18%	\$ 203,962	\$ 419,158
Municipal Executive	\$ 249,579	\$ 120,495	48.28%	\$ 124,198	\$ 406,724
DPW Central Garage	\$ 358,959	\$ 134,124	37.36%	\$ 170,363	\$ 358,444
Comptroller	\$ 362,625	\$ 170,349	46.98%	\$ 167,122	\$ 344,816
DPW Refuse & Garbage	\$ 344,648	\$ 125,318	36.36%	\$ 140,482	\$ 270,835
Bus	\$ 423,906	\$ 193,955	45.75%	\$ 202,684	\$ 292,204
DPW Administration	\$ 297,010	\$ 166,533	56.07%	\$ 126,514	\$ 251,183
SUBTOTAL	\$ 13,279,897	\$ 6,448,126	48.56%	\$ 6,366,135	\$ 13,002,803
All Other Departments	\$ 3,593,433	\$ 1,838,582	51.17%	\$ 1,739,916	\$ 2,879,651
TOTAL	\$ 16,873,330	\$ 8,286,708	49.11%	\$ 8,106,051	\$ 15,882,453

**CITY OF WATERTOWN
FY 2018/19 FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDING DECEMBER 31, 2018**

WATER FUND

Revenues increased compared to last year by \$249,289 or 12.05% due primarily to the rate increase of 5%. Revenues received from inside City consumers increased \$34,636 and other governments increased \$120,646. Expenditures decreased by \$108,723 or 4.37% compared to last year mostly due to a decrease in utility costs (\$128,036).

	2018-19 Adopted Budget	Y-T-D Actual	Y-T-D % of Budget	Prior Y-T-D	2017-18 Actual
Water Fund Summary					
Revenues	\$ 5,800,734	\$ 2,317,623	39.95%	\$ 2,068,333	\$ 5,377,508
Expenditures (1)	\$ 5,933,979	\$ 2,377,678	40.07%	\$ 2,486,401	\$ 5,140,360
Net Change in Fund Balance	\$ (133,245)	\$ (60,056)		\$ (418,068)	\$ 237,148

(1) Expenditure budget amount includes \$17,295 of encumbrances carried over from FY 2017/18. FY 2018/19 Adopted Budget appropriated \$115,950 of fund balance.

SEWER FUND

Revenues decreased compared to last year by \$30,258 or 1.02% mostly due to increased revenues from leachate and sludge haulers (\$119,662) being offset by decreased inside the City sewer rents due to the 5% rate reduction (\$34,405) and other governments (\$91,605) such as the Town of Watertown. Expenditures were down by \$170,286 or 6.37% due a decrease in utility costs (\$152,406) and supplies (\$62,050).

	2018-19 Adopted Budget	Y-T-D Actual	Y-T-D % of Budget	Prior Y-T-D	2017-18 Actual
Sewer Fund Summary					
Revenues	\$ 6,270,103	\$ 2,949,677	47.04%	\$ 2,979,935	\$ 6,627,051
Expenditures (1)	\$ 6,799,952	\$ 2,504,405	36.83%	\$ 2,674,691	\$ 5,722,702
Net Change in Fund Balance	\$ (529,849)	\$ 445,272		\$ 305,244	\$ 904,349

(1) Expenditure budget amount includes \$73,302 of encumbrances carried over from FY 2017/18. FY 2018/19 Adopted Budget appropriated \$456,547 of fund balance.

LIBRARY FUND

Excluding the transfer from the General Fund, revenues decreased compared to last year by \$1,049 or 3.33% mostly due to a the receipt (\$2,099) of a construction grant in FY 2017/18. Otherwise late fine revenues increased \$589. Expenditures increased compared to last year by \$27,540 or 3.98% due to the increase in health insurance premiums of \$12,781.

	2018-19 Adopted Budget	Y-T-D Actual	Y-T-D % of Budget	Prior Y-T-D	2017-18 Actual
Library Fund Summary					
Revenues	\$ 1,443,171	\$ 689,315	47.76%	\$ 690,086	\$ 1,477,422
Expenditures	\$ 1,491,228	\$ 719,037	48.22%	\$ 691,496	\$ 1,424,363
Net Change in Fund Balance	\$ (48,057)	\$ (29,721)		\$ (1,410)	\$ 53,059

(1) Expenditure budget amount includes (\$1,943) of encumbrances carried over from FY 2017/18. FY 2018/19 Adopted Budget appropriated \$50,000 of fund balance.

The majority of the Library revenues shown in this fund are a result of the library transfer expense (\$658,883) shown up above in the General Fund Expenditures section. All available library revenues such as fines and grants are utilized prior to any transfer from the General Fund.

SELF-INSURANCE FUND

Revenues increased compared to last year by \$384,453 or 7.55% due to the 9.42% increase in premiums. Expenditures have decreased compared to last year at this time by \$545,961 or 10.52%.

	2018-19 Adopted Budget	Y-T-D Actual	Y-T-D % of Budget	Prior Y-T-D	2017-18 Actual
Self-Insurance Fund Summary					
Revenues	\$ 11,096,130	\$ 5,473,349	49.33%	\$ 5,088,896	\$ 11,911,879
Expenditures	\$ 11,096,130	\$ 4,646,079	41.87%	\$ 5,192,040	\$ 11,503,873
Net Change in Fund Balance	\$ -	\$ 827,269		\$ (103,145)	\$ 408,006

**CITY OF WATERTOWN
FY 2018/19 FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDING DECEMBER 31, 2018**

	2018-19			Prior Y-T-D	2017-18		Current YTD vs. Prior YTD	
	Adopted Budget	YTD Actual	Y-T-D % of Budget		Actual	Variance	%	
General Fund Revenues								
Real Property Taxes	\$ 9,312,182	\$ 9,312,206	100.00%	\$ 9,104,893	\$ 9,099,271	\$ 207,313	2.28%	
Special Assessments (sidewalks)	\$ 3,437	\$ 3,410	99.22%	\$ 4,494	\$ 5,141	\$ (1,083)	-24.11%	
Real Property Tax Reserve	\$ -	\$ -	0.00%	\$ -	\$ (106,158)	\$ -	0.00%	
Federal Payments in Lieu of Taxes	\$ 55,000	\$ -	0.00%	\$ -	\$ 49,744	\$ -	0.00%	
Other Payments in Lieu of Taxes	\$ 125,500	\$ 86,465	68.90%	\$ 89,018	\$ 86,687	\$ (2,552)	-2.87%	
Interest/Penalties on Property Taxes	\$ 170,000	\$ 50,220	29.54%	\$ 44,591	\$ 200,632	\$ 5,629	12.62%	
State Admin. Sales & Use Tax	\$ 18,510,000	\$ 10,014,688	54.10%	\$ 9,561,578	\$ 18,424,974	\$ 453,110	4.74%	
Utilities Gross Income Tax	\$ 267,000	\$ 144,042	53.95%	\$ 141,656	\$ 291,913	\$ 2,386	1.68%	
Franchises	\$ 355,000	\$ 90,561	25.51%	\$ 92,843	\$ 365,200	\$ (2,282)	-2.46%	
Tax Sale Advertising	\$ 19,000	\$ -	0.00%	\$ 90	\$ 18,440	\$ (90)	-100.00%	
Comptroller's Fees	\$ 10,000	\$ 5,162	51.62%	\$ 5,565	\$ 10,329	\$ (403)	-7.24%	
Assessor's Fees	\$ 500	\$ 73	14.60%	\$ 177	\$ 591	\$ (104)	-58.76%	
Clerk Fees	\$ 128,000	\$ 62,516	48.84%	\$ 60,032	\$ 127,822	\$ 2,484	4.14%	
Civil Service Fees	\$ 2,650	\$ -	0.00%	\$ -	\$ 1,320	\$ -	0.00%	
Police Fees	\$ 12,000	\$ 626	5.22%	\$ 491	\$ 27,836	\$ 136	27.70%	
Demolition Charges	\$ -	\$ -	0.00%	\$ -	\$ 21,348	\$ -	0.00%	
Public Works Fees	\$ 75,000	\$ 48,360	64.48%	\$ 36,374	\$ 82,281	\$ 11,986	32.95%	
DPW Charges - Fuel	\$ 22,600	\$ 9,799	43.36%	\$ 8,989	\$ 20,642	\$ 809	9.00%	
Bus Fares	\$ 135,000	\$ 69,136	51.21%	\$ 66,821	\$ 133,058	\$ 2,316	3.47%	
Bus Advertising	\$ 15,000	\$ 7,389	49.26%	\$ 7,230	\$ 14,025	\$ 159	2.19%	
Parks & Recreation Charges	\$ 41,000	\$ 29,357	71.60%	\$ 21,505	\$ 48,010	\$ 7,852	36.51%	
Field Use Charges	\$ 67,000	\$ 22,850	34.10%	\$ 16,944	\$ 42,347	\$ 5,905	34.85%	
Recreation Concessions	\$ 150,000	\$ 54,165	36.11%	\$ 60,957	\$ 158,545	\$ (6,792)	-11.14%	
Stadium Charges	\$ 18,800	\$ 16,485	87.69%	\$ 6,945	\$ 16,904	\$ 9,540	137.37%	
Arena Fees	\$ 29,000	\$ 18,750	64.66%	\$ 12,433	\$ 28,933	\$ 6,317	50.81%	
Skating Rink Charges	\$ 255,000	\$ 180,119	70.64%	\$ 178,151	\$ 235,010	\$ 1,968	1.10%	
Zoning Fees	\$ 5,000	\$ 1,600	32.00%	\$ 1,350	\$ 3,810	\$ 250	18.52%	
Refuse and Garbage Charges	\$ 440,000	\$ 224,019	50.91%	\$ 225,162	\$ 453,340	\$ (1,144)	-0.51%	
Toter Fees	\$ 421,000	\$ 288,876	68.62%	\$ 275,147	\$ 416,831	\$ 13,729	4.99%	
Sale of Surplus Power	\$ 4,106,000	\$ 1,197,273	29.16%	\$ 2,245,140	\$ 4,803,579	\$ (1,047,867)	-46.67%	
Taxes/Assessment Svcs. Other Govt.	\$ 5,185	\$ 5,182	99.95%	\$ 5,185	\$ 5,185	\$ (3)	-0.06%	
Civil Service Charges-School District	\$ 25,250	\$ 23,238	92.03%	\$ 24,055	\$ 24,055	\$ (817)	-3.40%	
Police Services	\$ 106,016	\$ 38,375	36.20%	\$ 41,690	\$ 94,947	\$ (3,315)	-7.95%	
Transportation Services, Other Govts.	\$ 5,600	\$ -	0.00%	\$ -	\$ 5,600	\$ -	0.00%	
Interest and Earnings	\$ 173,000	\$ 98,138	56.73%	\$ 7,684	\$ 51,092	\$ 90,454	1177.15%	
Rental of Real Property	\$ 77,325	\$ 57,388	74.22%	\$ 56,613	\$ 76,551	\$ 775	1.37%	
Business and Occupational Licenses	\$ 9,000	\$ 545	6.06%	\$ 2,185	\$ 7,405	\$ (1,640)	-75.06%	
Games of Chance Licenses	\$ 8,600	\$ 60	0.70%	\$ 147	\$ 80	\$ (87)	-59.28%	
Bingo Licenses	\$ 2,500	\$ 1,281	51.22%	\$ 1,250	\$ 2,291	\$ 30	2.42%	
Building & Alterations Permits	\$ 75,000	\$ 95,595	127.46%	\$ 43,430	\$ 75,876	\$ 52,164	120.11%	
City Permits	\$ 10,000	\$ 3,720	37.20%	\$ 6,070	\$ 6,325	\$ (2,350)	-38.72%	
Sanitary Sewer Permits	\$ 5,000	\$ 2,875	57.50%	\$ 2,100	\$ 2,975	\$ 775	36.90%	
Storm Sewer Permits	\$ 2,000	\$ 2,040	102.00%	\$ 1,200	\$ 2,950	\$ 840	70.00%	
Fines & Forfeited Bail	\$ 100,000	\$ 44,896	44.90%	\$ 31,756	\$ 94,796	\$ 13,140	41.38%	
Scrap & Excess Materials Sale	\$ 10,000	\$ 2,394	23.94%	\$ 3,199	\$ 13,188	\$ (805)	-25.15%	
Sale of Real Property	\$ 25,000	\$ -	0.00%	\$ -	\$ 2,458	\$ -	0.00%	
Sale of Equipment	\$ 15,000	\$ 500	3.33%	\$ 16,651	\$ 32,592	\$ (16,151)	-97.00%	
Insurance Recoveries	\$ 25,000	\$ 4,966	19.87%	\$ 13,899	\$ 33,245	\$ (8,932)	-64.27%	
Refund of Prior Year Expense	\$ 5,000	\$ 84,895	1697.90%	\$ 3,471	\$ 37,743	\$ 81,424	2345.74%	
Gifts & Donations	\$ 6,000	\$ 4,999	83.32%	\$ 3,150	\$ 6,750	\$ 1,849	58.70%	
Other Unclassified Revenues	\$ 1,000	\$ 509	50.86%	\$ 386	\$ 1,549	\$ 122	31.62%	
Payment Processing Fees	\$ 11,000	\$ 4,366	39.69%	\$ 4,514	\$ 10,141	\$ (148)	-3.28%	
Central Printing & Mailing	\$ 5,500	\$ 2,503	45.51%	\$ 2,726	\$ 5,548	\$ (223)	-8.18%	
Central Garage	\$ 75,000	\$ 37,858	50.48%	\$ 39,723	\$ 86,028	\$ (1,865)	-4.69%	
State Aid, Per Capita	\$ 4,703,208	\$ 83,452	1.77%	\$ 83,452	\$ 4,703,208	\$ -	0.00%	
State Aid, Mortgage Tax	\$ 310,000	\$ 117,176	37.80%	\$ 209,153	\$ 303,280	\$ (91,977)	-43.98%	
State Aid, Other	\$ 1,000	\$ -	0.00%	\$ -	\$ 775	\$ -	0.00%	
State Reimbursement-Worker's Comp.	\$ 27,500	\$ -	0.00%	\$ 13,863	\$ 18,762	\$ (13,863)	-100.00%	
State Reimbursement-Court Security	\$ 33,000	\$ -	0.00%	\$ -	\$ 30,961	\$ -	0.00%	
State Reimbursement-Court Postage	\$ 1,752	\$ 876	50.00%	\$ 876	\$ 1,752	\$ -	0.00%	
State Reimbursement-CHIPs	\$ 163,000	\$ 267,246	163.95%	\$ 71,245	\$ 212,415	\$ 196,000	275.11%	
State Mass Transportation Assistance	\$ 286,000	\$ 125,316	43.82%	\$ 125,556	\$ 282,165	\$ (241)	-0.19%	

CITY OF WATERTOWN
FY 2018/19 FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDING DECEMBER 31, 2018

	2018-19			Prior Y-T-D	2017-18		Current YTD vs. Prior YTD	
	Adopted Budget	YTD Actual	Y-T-D % of Budget		Actual	Variance	%	
State Aid-Bus Projects	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%	
State Aid, Other Home & Community Service	\$ 204,884	\$ -	0.00%	\$ -	\$ 102,507	\$ -	0.00%	
Federal Aid Police Block Grant	\$ 168,966	\$ 37,428	22.15%	\$ 2,772	\$ 4,004	\$ 34,656	1250.21%	
Federal Aid Highway Safety	\$ 7,144	\$ (1)	-0.01%	\$ 3,487	\$ 3,257	\$ (3,488)	-100.02%	
Federal Transportation Assistance	\$ 519,146	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%	
Interfund Transfers	\$ 376,000	\$ 262,587	69.84%	\$ 93,033	\$ 336,475	\$ 169,554	182.25%	
Total Revenue	\$ 42,335,245	\$ 23,348,547	55.15%	\$ 23,183,097	\$ 41,761,336	\$ 165,450	0.71%	
Appropriated Fund Balance	\$ 2,386,422	\$ -	0.00%	\$ -	\$ 895,784	\$ -	0.00%	
Revenue and Fund Balance	\$ 44,721,667	\$ 23,348,547	52.21%	\$ 23,183,097	\$ 42,657,120	\$ 165,450	0.71%	

General Fund Expenditures

Legislative Board	\$ 73,613	\$ 42,369	57.56%	\$ 41,150	\$ 93,391	\$ 1,219	2.96%
Mayor	\$ 41,495	\$ 26,005	62.67%	\$ 19,867	\$ 30,388	\$ 6,139	30.90%
Municipal Executive	\$ 404,295	\$ 203,644	50.37%	\$ 388,357	\$ 569,066	\$ (184,713)	-47.56%
Comptroller	\$ 604,653	\$ 280,715	46.43%	\$ 309,175	\$ 580,564	\$ (28,460)	-9.21%
Purchasing	\$ 170,502	\$ 81,383	47.73%	\$ 78,601	\$ 144,681	\$ 2,782	3.54%
Assessment	\$ 221,753	\$ 116,172	52.39%	\$ 162,506	\$ 295,170	\$ (46,334)	-28.51%
Tax Advertising	\$ 19,000	\$ 217	1.14%	\$ 370	\$ 19,425	\$ (153)	-41.33%
Property Acquired for Taxes	\$ 15,850	\$ 500	3.15%	\$ 2,722	\$ 2,722	\$ (2,222)	-81.64%
Fiscal Agent Fees	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Clerk	\$ 225,553	\$ 120,505	53.43%	\$ 101,491	\$ 194,346	\$ 19,014	18.73%
Law	\$ 289,000	\$ 179,582	62.14%	\$ 164,911	\$ 460,158	\$ 14,671	8.90%
Civil Service	\$ 92,415	\$ 31,017	33.56%	\$ 31,518	\$ 60,738	\$ (501)	-1.59%
Engineering	\$ 775,140	\$ 355,792	45.90%	\$ 363,213	\$ 654,821	\$ (7,421)	-2.04%
DPW Administration	\$ 591,122	\$ 286,747	48.51%	\$ 242,819	\$ 512,051	\$ 43,928	18.09%
Buildings	\$ 205,619	\$ 103,526	50.35%	\$ 82,390	\$ 168,961	\$ 21,136	25.65%
Central Garage	\$ 898,257	\$ 321,028	35.74%	\$ 366,615	\$ 749,489	\$ (45,586)	-12.43%
Central Printing & Mailing	\$ 64,980	\$ 20,481	31.52%	\$ 25,189	\$ 57,690	\$ (4,709)	-18.69%
Information Technology	\$ 646,727	\$ 264,288	40.87%	\$ 240,305	\$ 427,972	\$ 23,983	9.98%
Judgements & Claims	\$ 10,000	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Taxes on Property	\$ 21,200	\$ 20,104	94.83%	\$ 20,791	\$ 21,125	\$ (687)	-3.30%
Contingency	\$ 1,318,000	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Police	\$ 8,680,516	\$ 4,673,616	53.84%	\$ 4,636,532	\$ 8,555,490	\$ 37,083	0.80%
Fire	\$ 8,871,800	\$ 4,993,670	56.29%	\$ 4,970,029	\$ 9,602,040	\$ 23,642	0.48%
Control of Animals	\$ 100,897	\$ 89,135	88.34%	\$ -	\$ 94,366	\$ 89,135	#DIV/0!
Safety Inspection	\$ 558,638	\$ 214,110	38.33%	\$ 243,051	\$ 493,397	\$ (28,941)	-11.91%
DPW Municipal Maintenance	\$ 588,963	\$ 312,255	53.02%	\$ 376,243	\$ 545,431	\$ (63,988)	-17.01%
DPW Road Maintenance	\$ 997,380	\$ 494,743	49.60%	\$ 452,759	\$ 695,172	\$ 41,984	9.27%
DPW Snow Removal	\$ 1,292,108	\$ 485,177	37.55%	\$ 456,772	\$ 1,355,286	\$ 28,405	6.22%
Hydro Electric Production	\$ 382,055	\$ 192,918	50.49%	\$ 174,451	\$ 439,390	\$ 18,467	10.59%
Traffic Control & Lighting	\$ 955,816	\$ 409,397	42.83%	\$ 385,185	\$ 874,929	\$ 24,211	6.29%
Bus	\$ 1,106,720	\$ 499,581	45.14%	\$ 464,149	\$ 934,948	\$ 35,432	7.63%
Off Street Parking	\$ 116,700	\$ 41,738	35.77%	\$ 35,998	\$ 68,782	\$ 5,740	15.95%
Community Action	\$ 15,000	\$ 15,000	100.00%	\$ -	\$ 15,000	\$ 15,000	#DIV/0!
Publicity	\$ 2,000	\$ 1,686	84.28%	\$ 758	\$ 4,789	\$ 928	122.38%
Recreation Administration	\$ 299,516	\$ 153,774	51.34%	\$ 150,547	\$ 293,048	\$ 3,227	2.14%
Thompson Park	\$ 442,439	\$ 209,140	47.27%	\$ 168,981	\$ 404,256	\$ 40,159	23.77%
Recreation Playgrounds	\$ 57,195	\$ 35,915	62.79%	\$ 34,125	\$ 53,453	\$ 1,790	5.24%
Recreation Fairgrounds	\$ 410,665	\$ 231,986	56.49%	\$ 52,172	\$ 191,274	\$ 179,814	344.65%
Recreation Outdoor Winter Activities	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Recreation Athletic Programs	\$ 1,257	\$ -	0.00%	\$ 74,515	\$ 138,352	\$ (74,515)	-100.00%
Recreation Swimming Pools	\$ 233,317	\$ 150,152	64.36%	\$ 116,411	\$ 173,111	\$ 33,741	28.98%
Recreation Ice Arena	\$ 682,439	\$ 364,044	53.34%	\$ 304,280	\$ 678,874	\$ 59,764	19.64%
Zoning	\$ 4,000	\$ 1,351	33.79%	\$ 2,023	\$ 4,991	\$ (671)	-33.19%
Planning	\$ 520,681	\$ 194,102	37.28%	\$ 152,338	\$ 321,054	\$ 41,764	27.42%
DPW Storm Sewer	\$ 398,561	\$ 175,081	43.93%	\$ 202,183	\$ 308,971	\$ (27,102)	-13.40%
DPW Refuse & Garbage	\$ 945,122	\$ 350,754	37.11%	\$ 394,992	\$ 828,619	\$ (44,239)	-11.20%
Worker's Compensation	\$ 90,000	\$ 22,892	25.44%	\$ 38,456	\$ 106,008	\$ (15,564)	-40.47%
Unemployment Insurance	\$ 5,000	\$ 1,051	21.03%	\$ 1,462	\$ 4,691	\$ (411)	-28.10%
Health Insurance-Retirees	\$ 4,705,697	\$ 2,372,017	50.41%	\$ 2,138,101	\$ 4,298,415	\$ 233,916	10.94%
Medicare Reimbursements	\$ 450,309	\$ 218,325	48.48%	\$ 186,017	\$ 401,210	\$ 32,308	17.37%
Compensated Absences	\$ -	\$ -	0.00%	\$ -	\$ (6,354)	\$ -	0.00%

**CITY OF WATERTOWN
FY 2018/19 FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDING DECEMBER 31, 2018**

	2018-19			Y-T-D % of Budget	Prior Y-T-D	2017-18		Current YTD vs. Prior YTD	
	Adopted Budget	YTD Actual				Actual		Variance	%
Other Employee Benefits	\$ 5,000	\$ 1,791	35.83%	\$ 1,808	\$ 4,400	\$ (17)	-0.92%		
General Liability Reserve Transfer	\$ 45,000	\$ 22,500	50.00%	\$ 37,500	\$ 75,000	\$ (15,000)	-40.00%		
Library Transfer	\$ 1,375,144	\$ 658,883	47.91%	\$ 658,604	\$ 1,399,839	\$ 278	0.04%		
Serial Bonds - Principal	\$ 2,202,713	\$ 1,212,229	55.03%	\$ 1,305,947	\$ 2,322,200	\$ (93,718)	-7.18%		
Serial Bonds-Interest	\$ 607,346	\$ 314,043	51.71%	\$ 346,968	\$ 674,316	\$ (32,925)	-9.49%		
Bond Anticipation Notes - Principal	\$ 177,000	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%		
Bond Anticipation Notes-Interest	\$ 54,000	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%		
Capital Fund Transfer	\$ 641,500	\$ -	0.00%	\$ 114,902	\$ 1,249,614	\$ (114,902)	-100.00%		
Black River Trust Fund Transfer	\$ 10,000	\$ -	0.00%	\$ -	\$ 10,000	\$ -	0.00%		
TOTAL	\$ 44,721,667	\$ 21,567,131	48.23%	\$ 21,320,250	\$ 42,657,120	\$ 246,880	1.16%		

Water Fund Revenues

Water Rents	\$ 3,782,919	\$ 1,402,224	37.07%	\$ 1,367,588	\$ 3,708,425	\$ 34,635	2.53%
Unmetered Water	\$ 10,000	\$ 9,954	99.54%	\$ 1,650	\$ 4,728	\$ 8,305	503.41%
Outside User Fees	\$ 1,386,000	\$ 693,985	50.07%	\$ 573,339	\$ 1,313,038	\$ 120,646	21.04%
Water Service Charges	\$ 60,000	\$ 31,561	52.60%	\$ 23,091	\$ 40,338	\$ 8,470	36.68%
Interest & Penalties on Water Rents	\$ 55,000	\$ 28,838	52.43%	\$ 27,826	\$ 55,780	\$ 1,013	3.64%
Interest Earnings	\$ 15,000	\$ 20,706	138.04%	\$ 1,215	\$ 12,868	\$ 19,491	1604.77%
Sale of Scrap	\$ 3,000	\$ 7,486	249.55%	\$ 1,238	\$ 4,476	\$ 6,248	504.64%
Sale of Equipment	\$ -	\$ -	0.00%	\$ 3,520	\$ 6,134	\$ (3,520)	-100.00%
Insurance Recoveries	\$ 1,000	\$ 1,533	153.27%	\$ -	\$ 79	\$ 1,533	#DIV/0!
Refund of Prior Years Expenditure	\$ -	\$ 787	0.00%	\$ 385	\$ 24,655	\$ 402	104.43%
Premium on Obligations	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Unclassified Revenues	\$ 1,000	\$ 58	5.77%	\$ 1,864	\$ 1,899	\$ (1,806)	-96.91%
Payment Processing Fees	\$ 6,000	\$ 3,322	55.37%	\$ 2,745	\$ 5,972	\$ 577	21.02%
Metered Water Sales Funds	\$ 176,000	\$ 91,363	51.91%	\$ 63,873	\$ 137,493	\$ 27,490	43.04%
State Aid - Home & Community	\$ 303,815	\$ 25,806	8.49%	\$ -	\$ 17,081	\$ -	0.00%
Interfund Transfers	\$ 1,000	\$ -	0.00%	\$ -	\$ 44,542	\$ -	0.00%
Total Revenue	\$ 5,800,734	\$ 2,317,623	39.95%	\$ 2,068,333	\$ 5,377,508	\$ 249,289	12.05%
Appropriated Fund Balance	\$ 115,950	\$ 60,056	51.79%	\$ 418,068	\$ -	\$ (358,012)	-85.63%
Revenue and Fund Balance	\$ 5,916,684	\$ 2,377,678	40.19%	\$ 2,486,401	\$ 5,377,508	\$ (108,723)	-4.37%

Water Fund Expenditures

Taxes on Property	\$ 825	\$ 366	44.31%	\$ 251	\$ 796	\$ 115	45.91%
Contingency	\$ 30,622	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Water Administration	\$ 285,787	\$ 141,263	49.43%	\$ 124,912	\$ 237,001	\$ 16,351	13.09%
Source of Supply, Power and Pump	\$ 669,505	\$ 202,079	30.18%	\$ 272,536	\$ 584,509	\$ (70,457)	-25.85%
Water Purification	\$ 2,027,908	\$ 972,338	47.95%	\$ 1,048,453	\$ 1,924,140	\$ (76,115)	-7.26%
Transmission and Distribution	\$ 1,409,043	\$ 625,996	44.43%	\$ 599,616	\$ 1,257,888	\$ 26,380	4.40%
Worker's Compensation	\$ 8,000	\$ 1,914	23.93%	\$ 3,226	\$ 8,870	\$ (1,312)	-40.66%
Unemployment Insurance	\$ 500	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Health Insurance	\$ 280,143	\$ 115,242	41.14%	\$ 106,510	\$ 212,040	\$ 8,732	8.20%
Medicare Reimbursements	\$ 24,853	\$ 9,953	40.05%	\$ 8,326	\$ 18,615	\$ 1,627	19.54%
Compensated Absences	\$ -	\$ -	0.00%	\$ -	\$ 3,976	\$ -	0.00%
Other Employee Benefits	\$ 400	\$ 126	31.50%	\$ 157	\$ 331	\$ (31)	-19.75%
General Liability Transfer	\$ 15,000	\$ 7,500	50.00%	\$ 7,500	\$ 15,000	\$ -	0.00%
Serial Bonds - Principal	\$ 702,090	\$ 234,557	33.41%	\$ 242,843	\$ 735,479	\$ (8,286)	-3.41%
Serial Bonds - Interest	\$ 122,303	\$ 66,344	54.25%	\$ 72,071	\$ 141,116	\$ (5,727)	-7.95%
Bond Anticipation Notes - Principal	\$ 111,000	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Bond Anticipation Notes-Interest	\$ 33,000	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Transfer to Capital	\$ 213,000	\$ -	0.00%	\$ -	\$ 599	\$ -	0.00%
TOTAL	\$ 5,933,979	\$ 2,377,678	40.07%	\$ 2,486,401	\$ 5,140,360	\$ (108,723)	-4.37%

**CITY OF WATERTOWN
FY 2018/19 FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDING DECEMBER 31, 2018**

	2018-19			Prior Y-T-D	2017-18		Current YTD vs. Prior YTD	
	Adopted Budget	YTD Actual	Y-T-D % of Budget		Actual		Variance	%
Sewer Fund Revenues								
Sewer Rents	\$ 2,278,103	\$ 834,583	36.63%	\$ 868,988	\$ 2,411,350	\$ (34,406)		-3.96%
Sewer Charges	\$ 1,103,000	\$ 748,300	67.84%	\$ 628,638	\$ 1,405,594	\$ 119,662		19.04%
Interest & Penalties on Sewer Rents	\$ 55,000	\$ 23,433	42.61%	\$ 25,181	\$ 49,970	\$ (1,748)		-6.94%
Sewer Rents-Governments	\$ 2,320,000	\$ 1,046,961	45.13%	\$ 1,138,566	\$ 2,198,029	\$ (91,605)		-8.05%
Interest Earnings	\$ 30,000	\$ 23,017	76.72%	\$ 1,775	\$ 13,190	\$ 21,243		1197.05%
Permit Fees	\$ 20,000	\$ 21,000	105.00%	\$ 19,250	\$ 19,625	\$ 1,750		9.09%
Sale of Scrap	\$ 1,000	\$ 345	34.50%	\$ 530	\$ 587	\$ (185)		-34.87%
Sale of Equipment	\$ -	\$ -	0.00%	\$ -	\$ 2,614	\$ -		0.00%
Premium on Obligations	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -		0.00%
Payment Processing Fees	\$ 6,000	\$ 3,325	55.41%	\$ 2,748	\$ 5,975	\$ 577		21.00%
Interfund Revenues	\$ 451,000	\$ 248,683	55.14%	\$ 294,260	\$ 467,774	\$ (45,577)		-15.49%
State Aid - CHIPSS	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -		0.00%
Interfund Transfer	\$ 1,000	\$ -	0.00%	\$ -	\$ 12,028	\$ -		0.00%
Total Revenue	\$ 6,270,103	\$ 2,949,677	47.04%	\$ 2,979,935	\$ 6,627,051	\$ (30,258)		-1.02%
Appropriated Fund Balance	\$ 456,547	\$ -	0.00%	\$ -	\$ -	\$ -		0.00%
Total Revenue	\$ 6,726,650	\$ 2,949,677	43.85%	\$ 2,979,935	\$ 6,627,051	\$ (30,258)		-1.02%

Sewer Fund Expenditures								
Sewer Administration	\$ 249,054	\$ 127,506	51.20%	\$ 117,572	\$ 229,330	\$ 9,934		8.45%
Sanitary Sewer	\$ 499,021	\$ 227,651	45.62%	\$ 264,126	\$ 459,032	\$ (36,475)		-13.81%
Sewage Treatment and Disposal	\$ 3,804,994	\$ 1,650,405	43.37%	\$ 1,730,252	\$ 3,435,809	\$ (79,846)		-4.61%
Contingency	\$ 30,000	\$ -	0.00%	\$ -	\$ -	\$ -		0.00%
Worker's Compensation	\$ 7,000	\$ 1,866	26.65%	\$ 3,175	\$ 8,660	\$ (1,310)		-41.24%
Unemployment Insurance	\$ 2,500	\$ -	0.00%	\$ -	\$ -	\$ -		0.00%
Health Insurance- Retirees	\$ 234,663	\$ 129,542	55.20%	\$ 120,957	\$ 244,691	\$ 8,585		7.10%
Medicare Reimbursements	\$ 12,720	\$ 6,488	51.01%	\$ 6,034	\$ 13,527	\$ 454		7.52%
Compensated Absences	\$ -	\$ -	0.00%	\$ -	\$ (2,306)	\$ -		0.00%
Other Employee Benefits	\$ 150	\$ 58	38.67%	\$ 54	\$ 128	\$ 4		7.41%
General Liability Transfer	\$ 15,000	\$ 7,500	50.00%	\$ 7,500	\$ 15,000	\$ -		0.00%
Serial Bonds - Principal	\$ 866,298	\$ 248,714	28.71%	\$ 291,210	\$ 901,664	\$ (42,496)		-14.59%
Serial Bonds - Interest	\$ 212,553	\$ 104,675	49.25%	\$ 119,511	\$ 234,812	\$ (14,836)		-12.41%
Bond Anticipation Notes-Interest	\$ 15,000	\$ -	0.00%	\$ -	\$ -	\$ -		0.00%
Transfer to Capital Fund	\$ 505,000	\$ -	0.00%	\$ 14,300	\$ 182,355	\$ (14,300)		-100.00%
TOTAL	\$ 6,799,952	\$ 2,504,405	36.83%	\$ 2,674,691	\$ 5,722,702	\$ (170,286)		-6.37%

Library Fund Revenues								
Library Fines	\$ 21,000	\$ 6,919	32.95%	\$ 6,330	\$ 14,964	\$ 589		9.31%
Library Grant	\$ 47,027	\$ 23,514	50.00%	\$ 23,052	\$ 46,566	\$ 461		2.00%
Unclassified Revenues	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -		0.00%
State Aid, Library Construction Grant	\$ -	\$ -	0.00%	\$ 2,099	\$ 2,925	\$ (2,099)		-100.00%
Interfund Transfer	\$ 1,375,144	\$ 658,883	47.91%	\$ 658,604	\$ 1,409,137	\$ 278		0.04%
Total Revenue	\$ 1,443,171	\$ 689,315	47.76%	\$ 690,086	\$ 1,477,422	\$ (770)		-0.11%
Appropriated Fund Balance	\$ 50,000	\$ 29,721	59.44%	\$ 1,410	\$ -	\$ 28,311		2007.28%
Revenue and Fund Balance	\$ 1,493,171	\$ 719,037	48.16%	\$ 691,496	\$ 1,477,422	\$ 27,540		3.98%

Library Fund Expenditures								
Contingency	\$ 5,000	\$ -	0.00%	\$ -	\$ -	\$ -		0.00%
Library Fund Expenditures	\$ 1,139,802	\$ 582,687	51.12%	\$ 564,289	\$ 1,095,537	\$ 18,397		3.26%
Worker's Compensation	\$ 3,500	\$ 850	24.29%	\$ 1,414	\$ 3,929	\$ (564)		-39.87%
Health Insurance	\$ 159,279	\$ 80,751	50.70%	\$ 70,960	\$ 143,089	\$ 9,790		13.80%
Medicare Reimbursements	\$ 16,354	\$ 8,981	54.92%	\$ 7,178	\$ 16,159	\$ 1,803		25.11%
Other Employee Benefits	\$ 100	\$ 36	36.00%	\$ 36	\$ 84	\$ -		0.00%
Serial Bonds - Principal	\$ 145,149	\$ 34,500	23.77%	\$ 35,000	\$ 140,657	\$ (500)		-1.43%
Serial Bonds - Interest	\$ 22,044	\$ 11,233	50.96%	\$ 12,619	\$ 24,908	\$ (1,387)		-10.99%
TOTAL	\$ 1,491,228	\$ 719,037	48.22%	\$ 691,496	\$ 1,424,363	\$ 27,540		3.98%

**CITY OF WATERTOWN
 FY 2018/19 FINANCIAL REPORT (UNAUDITED)
 THROUGH THE QUARTER ENDING DECEMBER 31, 2018**

	2018-19	YTD Actual	Y-T-D % of Budget	Prior Y-T-D	2017-18	Current YTD vs. Prior YTD	
	Adopted Budget				Actual	Variance	%
Self-Insurance Fund Revenues							
Shared Service Charges	\$ 9,543,195	\$ 4,762,813	49.91%	\$ 4,412,965	\$ 8,779,216	\$ 349,848	7.93%
Interest and Earnings	\$ 300	\$ 147	49.06%	\$ 129	\$ 325	\$ 18	14.16%
Insurance Recoveries	\$ 150,000	\$ -	0.00%	\$ 31,696	\$ 1,658,878	\$ (31,696)	-100.00%
Medicare Part D reimbursement	\$ 220,000	\$ 55,727	25.33%	\$ 51,091	\$ 246,673	\$ 4,636	9.07%
Refund of Prior Years Expenditure	\$ -	\$ 1,148	0.00%	\$ 39,198	\$ 48,046	\$ (38,050)	-97.07%
Employee Contributions	\$ 882,635	\$ 433,498	49.11%	\$ 394,283	\$ 782,885	\$ 39,215	9.95%
Prescription Reimbursements	\$ 300,000	\$ 220,015	73.34%	\$ 159,534	\$ 395,856	\$ 60,481	37.91%
Total Revenue	\$ 11,096,130	\$ 5,473,349	49.33%	\$ 5,088,896	\$ 11,911,879	\$ 384,453	7.55%
Appropriated Fund Balance	\$ -	\$ -	0.00%	\$ 103,145	\$ -	\$ (103,145)	-100.00%
Revenue and Fund Balance	\$ 11,096,130	\$ 5,473,349	49.33%	\$ 5,192,040	\$ 11,911,879	\$ 281,308	5.42%

Self-Insurance Fund Expenditures

Administration	\$ 541,130	\$ 273,739	50.59%	\$ 249,709	\$ 493,351	\$ 24,030	9.62%
Medical Claims	\$ 7,230,000	\$ 2,778,264	38.43%	\$ 3,507,272	\$ 7,794,232	\$ (729,008)	-20.79%
Pharmacy Claims	\$ 3,325,000	\$ 1,594,077	47.94%	\$ 1,435,060	\$ 3,216,290	\$ 159,018	11.08%
TOTAL	\$ 11,096,130	\$ 4,646,079	41.87%	\$ 5,192,040	\$ 11,503,873	\$ (545,961)	-10.52%