

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, July 3, 2017

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, July 3, 2017, 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

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Accepting Bid for Ready-Mix Concrete, Cranesville Block Company, Inc.
- Resolution No. 2 - Approving Agreement for Public Benefit Services Between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc.
- Resolution No. 3 - Approving Pivot Employee Assistance Services Contract
- Resolution No. 4 - Approving Agreement Between the City of Watertown and the Thompson Park Conservancy
- Resolution No. 5 - Approving Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc.

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

Next Work Session is scheduled for Monday, July 10, 2017, at 7:00 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
JULY 17, 2017.**

Res No. 1

June 26, 2017

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Accepting Bid for Ready-Mix Concrete, Cranesville Block Company, Inc.

The City Purchasing Department has advertised and received sealed bids for the purchase of Ready-Mix Concrete products for use by the Department of Public Works, the Sidewalk Replacement Program, and the Water Department during Fiscal Year 2017-2018, on an as needed basis, per our specifications.

Invitations to bid were issued to five (5) prospective bidders with one (1) bid received and publicly opened and read in the City Purchasing Department on Monday, June 12, 2017, at 11:00 a.m.

City Purchasing Manager Amy Pastuf reviewed the bid received, and it is her recommendation that the City Council accept the bid received from Cranesville Block Company, Inc. of Amsterdam, New York, as the lowest qualifying bidder, as detailed below:

Description	Cranesville Block Company, Inc.
	Amsterdam, NY
4000 lb. Coarse Mix	\$99.00
4000 lb. Fine Mix	\$100.00
5000 lb. Fine Mix	\$103.00
4000 lb. Coarse Mix / Heated Concrete	\$109.00
4000 lb. Fine Mix / Heated Concrete	\$110.00
5000 lb. Fine Mix / Heated Concrete	\$113.00
733.0102 - Controlled Low Strength Material (No Fly Ash)	\$82.00
733.0103 - Lightweight Concrete Fill (Type A)	NA
733.0104 - Lightweight Concrete Fill (Type B)	NA
Minimum Delivery	6 CY

The bid information is detailed in the attached report of Ms. Pastuf.

A Resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for Ready-Mix Concrete,
Cranesville Block Company, Inc.

Introduced by

Council Member HORBACZ, Cody J.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of Ready-Mix Concrete products for use by various City Departments during Fiscal Year 2017-2018, and

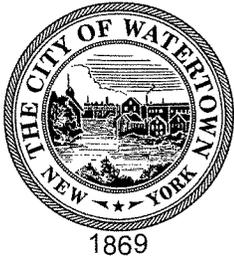
WHEREAS invitations to bid were issued to five (5) prospective bidders with one (1) bid received and publicly opened and read in the City Purchasing Department on Monday, June 12, 2017, at 11:00 a.m., and

WHEREAS City Purchasing Manager Amy Pastuf reviewed the bid received, and it is her recommendation that the City Council accept the bid from Cranesville Block Company, Inc. as the lowest qualifying bidder as detailed below:

Description	Cranesville Block Company, Inc.
	Amsterdam, NY
4000 lb. Coarse Mix	\$99.00
4000 lb. Fine Mix	\$100.00
5000 lb. Fine Mix	\$103.00
4000 lb. Coarse Mix / Heated Concrete	\$109.00
4000 lb. Fine Mix / Heated Concrete	\$110.00
5000 lb. Fine Mix / Heated Concrete	\$113.00
733.0102 - Controlled Low Strength Material (No Fly Ash)	\$82.00
733.0103 - Lightweight Concrete Fill (Type A)	NA
733.0104 - Lightweight Concrete Fill (Type B)	NA
Minimum Delivery	6 CY

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Cranesville block Company, Inc. of Amsterdam, New York, as detailed above, being the lowest qualifying bidder meeting City specifications, for the purchase of Ready-Mix Concrete products for use by various City Departments during Fiscal Year 2017-2018.

Seconded by



CITY OF WATERTOWN, NEW YORK

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

Amy M. Pastuf
Purchasing Manager

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Bid 2017-10 – Ready-Mix Concrete Products
DATE: 6/26/2017

The City's Purchasing Department advertised in the Watertown Daily Times on May 27, 2017 calling for sealed bids for the purchase of Ready-Mix Concrete Products. This contract is for use by the Department of Public Works, the Sidewalk Replacement Program and the Water Department. The contract is an aggregate award; the vendor with the lowest pricing on the products requested will win the entire contract.

The City of Watertown issued Invitations to Bid to five (5) prospective bidders. The Purchasing Department received one (1) sealed bid submittal. The Purchasing Department publically opened and read the sealed bid on June 12, 2017 at 11:00 am, local time. The bid tabulation is shown below:

Description	Cranesville Block Company, Inc.
	Amsterdam, NY
4000 lb. Coarse Mix	\$99.00
4000 lb. Fine Mix	\$100.00
5000 lb. Fine Mix	\$103.00
4000 lb. Coarse Mix / Heated Concrete	\$109.00
4000 lb. Fine Mix / Heated Concrete	\$110.00
5000 lb. Fine Mix / Heated Concrete	\$113.00
733.0102 - Controlled Low Strength Material (No Fly Ash)	\$82.00
733.0103 - Lightweight Concrete Fill (Type A)	NA
733.0104 - Lightweight Concrete Fill (Type B)	NA
Minimum Delivery	6 CY

When the Purchasing Department reviewed the submittals, Cranesville Block Company, Inc. was determined to be the lowest bidder, although they have a higher than usual minimum delivery of six (6) Cubic Yards. The Purchasing Department contacted the other area concrete vendors to determine why they did not supply a response to this annual bid. One vendor commented that they were not interested in providing a bid, and the second indicated that they were having business problems. The Purchasing Department reviewed the Jefferson County contract to see if we could piggyback on the contract. The current Jefferson County contract vendor is also Cranesville Block Company, Inc. When contacted to see if we could use the contract, they indicated that they were not interested in extending the contract for our use. The Purchasing Department recommends that City Council award the bid for Ready-Mix Concrete Products to Cranesville Block Company, Inc. as the lowest responsive responsible bidder. If there are any questions concerning this recommendation, please contact me at your convenience.

Res No. 2

June 28, 2017

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Agreement for Public Benefit Services, Community Action
Planning Council of Jefferson County, Inc.

Attached for City Council's consideration is a Public Benefit Services Agreement between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc. Since 1967, when the CAPC was incorporated and designated as the official anti-poverty agency in Jefferson County, the City of Watertown and Jefferson County provided the local match used to leverage State and Federal program service dollars.

The Community Action Planning Council provides services that promote the education, charity, health, safety and welfare of the citizens of the City of Watertown. This contract specifically identifies the services that will be provided to the citizens of this community and funded by the City of Watertown. The term of this Agreement is for one year beginning July 1, 2017, and ending June 30, 2018. Funding in the amount of \$15,000 to support this initiative is included in the FY 2017-2018 Adopted Budget.

A Resolution approving the Agreement between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc. has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Agreement for Public Benefit Services Between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc.

- Council Member HORBACZ, Cody J.
- Council Member JENNINGS, Stephen A.
- Council Member MACALUSO, Teresa R.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the Community Action Planning Council of Jefferson County (CAPC) was incorporated and designated in 1967 as the official anti-poverty agency for Jefferson County, and

WHEREAS since that time, CAPC has received funds from local governments as the local share required to leverage State and Federal program service dollars, and

WHEREAS the services provided by the CAPC promotes a public purpose, and

WHEREAS the services promote the education, charity, health, safety and welfare of the citizens of the City of Watertown,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Public Benefit Services between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc., a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute this Agreement on behalf of the City of Watertown.

Seconded by

AGREEMENT FOR PUBLIC BENEFIT SERVICES

BETWEEN

THE CITY OF WATERTOWN, NEW YORK

and

THE COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY, INC.

This Agreement made by and between the City of Watertown, New York (City) and the Community Action Planning Council of Jefferson County, Inc. (CAPC).

WITNESSETH

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

Article I. DESCRIPTION OF SERVICES. The Community Action Planning Council of Jefferson County, Inc. provides services that are considered to be for a public purpose. The Community Action Planning Council provides services which promote the education, charity, health, safety and welfare of the citizens of the City of Watertown.

Article II. ELIGIBLE ACTIVITIES. Eligible activities of the Community Action Planning Council reimbursable by the City shall promote a public purpose. Specifically, the Community Action Planning Council shall provide the following services to the citizens of the City of Watertown:

- a. Assist individuals and families to secure and retain meaningful employment.
- b. Assist individuals and families to attain an adequate education.
- c. Assist individuals and families to counteract conditions of starvation and malnutrition.
- d. Assist individuals and families to make a better income.
- e. Assist individuals and families to obtain emergency assistance.
- f. Assist individuals and families to obtain and maintain adequate housing.
- g. Assist individuals and families to remove obstacles that block self-sufficiency.

Article III. INELIGIBLE ACTIVITIES. Activities of the Community Action Planning Council, which do not promote a public purpose, shall be ineligible for reimbursement. Activities which are ineligible for reimbursement shall include, but not be limited to, land acquisition, salaries, utilities, fuel, insurance, interest, purchase of equipment, or program activities solely directed toward or restricted to organizational membership.

Article IV. TERM OF THIS AGREEMENT. The term of this Agreement shall be from July 1, 2017, through June 30, 2018.

Article V. MANNER OF PAYMENT.

a. The City agrees to provide Fifteen Thousand Dollars (\$15,000) to the Community Action Planning Council for the term specified above.

b. Payment shall be made by the City Comptroller. The annual payment will be made on or after December 1st. Payment will only be made upon the City's receipt of a fully executed copy of this Agreement and a signed City Invoice form.

Article VI. PROVISIONS OF LAW. All provisions of law required to be made as part of this Agreement are hereby deemed incorporated in this Agreement. Performance of the terms and conditions of this Agreement shall be subject to and performance of all applicable laws.

Article VII. TERMINATION OF AGREEMENT. This Agreement may be terminated by either party, at any time, by the delivery to the other party of a written notice of termination by the Agreement, stating in good faith and for good and valid reasons by such party is unable to comply with and carry out the terms and substantive obligations of the Agreement in a meaningful manner. In the event of such termination, the City and the CAPC shall perform such services and pay such monies as are necessary to carry out their respective obligations under the Agreement up to the date of termination of the Agreement. Any notice shall be delivered in person or by first class mail, return receipt requested, at the address of such party as hereinafter set out.

Article VIII. EXTENT OF AGREEMENT. This Agreement represents the entire Agreement between the City and the CAPC. This Agreement may be amended only by written instrument signed by both parties and such amendment shall be attached to this Agreement.

Article IX. ANNUAL REPORT. The CAPC will provide the City of Watertown with a copy of their annual financial report. If not included in the annual financial report, an additional report shall be submitted which details the services provided by CAPC to the citizens of Watertown.

Article X. NOTICES. All notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date mailed, if sent by certified mail, return receipt requested or delivered in person to:

THE CITY:

City Manager
City of Watertown
245 Washington Street
Suite 302
Watertown, New York 13601

THE COMMUNITY ACTION PLANNING COUNCIL:

Executive Director
Community Action Planning Council of Jefferson County, Inc.
518 Davidson Street
Watertown, New York 13601

A party may change the address to which notices are to be sent by written notice actually received by the other party.

IN WITNESS WHEREOF, the City of Watertown and the Community Action Planning Council of Jefferson County, Inc. have caused this Agreement to be executed by authorized agents to be effective as of the date heretofore written.

THE CITY OF WATERTOWN, NEW YORK

BY: City Manager Sharon Addison

THE COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY, INC.

BY: Executive Director Melinda Gault

Res No. 3

June 26, 2017

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Approving Pivot Employee Services Contract

Attached for City Council consideration is a resolution approving a Service Agreement between the City of Watertown and Pivot, formerly Northern Employee Assistance Services, 167 Polk Street, Watertown, New York. This Agreement will provide the City's approximately 350 employees and their family members with access to a program designed to help individuals deal with problems affecting their jobs and quality of life.

As noted in the attached report of Human Resource Manager Matthew Roy, Pivot will provide DOT and FTA approved training for employees and supervisors and serve as the City's Substance Abuse Professional for FTA purposes.

An effective Pivot program is a crucial management tool and is available to assist City employees and their family members with a wide range of situations, such as substance abuse and addiction, job loss in the family, financial difficulties, home ownership, and stress in the home or workplace. When these or similar situations are occurring, they often end up impacting every aspect of an employee's life and will ultimately decrease productivity in the workplace and negatively affect the overall health and well-being of City employees.

The rate for services under the proposed Agreement is \$20.98 per employee for the 12 month agreement. Attached for Council consideration is a resolution approving this contract.

RESOLUTION

Page 1 of 1

Approving Pivot Employee Assistance Services Contract

Introduced by

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

WHEREAS Employee Assistance Programs are designed to assist employees and their families with difficult issues related to finances, stress at home and in the workplace, substance abuse, and other issues related to the well-being of employees, and

WHEREAS an Employee Assistance Program is an effective and supportive management tool aimed at helping employees cope with life’s many challenges, and

WHEREAS the City wishes to provide such a program for its employees and their families in compliance with NYS DOT and FTA requirements, and

WHEREAS the City of Watertown wishes to enter into a Service Agreement with Pivot, 167 Polk Street, Watertown, New York, for one year,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Pivot Employee Assistance Services Contract between the City of Watertown and Pivot (formerly Northern Employee Assistance Services), a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute the Contract on behalf of the City.

Seconded by



A New Direction

167 Polk Street, Suite 320 • Watertown, NY 13601

Prevention & Health Services

Office: 315-788-4660

Fax: 315-788-4922

www.pivot2health.com

Employee Assistance Services

Watertown Office: 315-788-4790

Ogdensburg Office: 315-713-4861

Toll Free: 1-877-327-6327

www.pivot2eap.com

PIVOT EMPLOYEE ASSISTANCE SERVICES CONTRACT

Between Pivot (formerly Northern Employee Assistance Services) and **City of Watertown**, Watertown, New York. This agreement shall be in effect from **July 1, 2017 to June 30, 2018** or until cancelled by either party upon 60 days written notice to the other party.

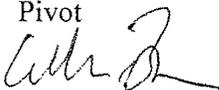
Pivot (hereinafter referred to as the Provider) will provide the following services to **City of Watertown**, (hereinafter referred to as the Company):

1. The Provider will consult with the Company and the advisory committee regarding continuing program development.
2. The Provider will assist the Company in the development, selection, and use of promotional materials as requested in order to keep all relevant persons appropriately informed about the EAP.
3. The Provider will offer free orientations as needed.
4. The Company will receive the following free trainings: Workplace Violence, Sexual Harassment, The Right to Know and DOT/FTA. All other trainings and seminars will be offered at a reduced rate of \$150 per hour and any related travel expenses will be paid by the Company.
5. The Provider will interview any person covered by the contract for the purpose of identifying problems, determining the appropriate service provider(s) to which the client can be referred, and arranging for such referrals. The Provider accepts responsibility for following the progress of these referrals.
6. The Provider will keep confidential records of all activities connected with the Company program, and will present statistical records on a regular basis.
7. The Provider will furnish technical assistance to the Company when appropriate with respect to the Pivot Employee Assistance Services.
8. The Provider will assist the Company with any program evaluation efforts for the purpose of ongoing program development and justification.

9. The Provider will provide Substance Abuse Professional Services in accordance with Department of Transportation regulations. The Provider will also provide Drug Free Awareness Program in compliance with FTA standards.

The cost of said Pivot Employee Assistance Services for the specified period, based on **348 employees at \$20.98 per capita is \$7,300**, payable in full or _____ parts. If the number of employees is incorrect, please make any necessary adjustments and initial the changes.

Pivot



Date 6/16/07

William W. Bowman, Executive Director

City of Watertown

Date _____

Sharon Addison, City Manager

To: Sharon Addison
City Manager

From: Matthew Roy
Human Resource Manager

Re: Pivot EAP Contract

Date: June 26, 2017

The contract with Pivot, formerly the Northern Employee's Assistance Center, to provide EAP services to the City has been drafted and reviewed. During discussions with Pivot, they agreed to provide the following services to the City of Watertown:

- Short term solution based counseling for employees and their family members.
- Orientations about their services available on site and online.
- Serve as our substance abuse professional (SAP) as required by the FTA.
- A drug free awareness program in compliance with FTA requirements.
- DOT and FTA approved training for employee and supervisors.

The cost per employee remains fixed at last year's level of \$20.98. Last year's contract started on August 1, 2016 and ended on June 30, 2017. The proposed contract returns us to a 12 month contract which times with the fiscal year. If you have any questions, please let me know.

Res No. 4

June 28, 2017

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Agreement Between the City of Watertown and the Thompson Park Conservancy

During the development of the budget for Fiscal Year 2017-18, the City Council appropriated \$30,000 for the Thompson Park Conservancy. This is the annual appropriation for improvements to the premises currently leased by the Conservancy from the City of Watertown.

Attached for City Council consideration is an Agreement between the City of Watertown and the Thompson Park Conservancy. The term of this Agreement is one year, beginning July 1, 2017. The Agreement indicates that the funds must be used for a valid public purpose and to improve the leased premises. The Agreement also defines what the City considers ineligible activities.

A resolution approving the Agreement between the City and Thompson Park Conservancy has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Agreement Between the City of Watertown and the Thompson Park Conservancy

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the Lessor, City of Watertown, owns the facility known as Thompson Park, located in the City of Watertown, County of Jefferson, State of New York, and

WHEREAS the Lessor has entered into an Agreement with the Tenant, Thompson Park Conservancy, Inc., to lease certain premises located at the Park for the operation of the "Thompson Park Zoo" by Lease dated December 1997, and

WHEREAS since that time, the City of Watertown has provided both financial and in-kind services in support of the Thompson Park Conservancy, and

WHEREAS the City Council has determined that it is in the best interest of the taxpayers of the City of Watertown to provide direct support to the Thompson Park Conservancy to be used to improve the leased premises as detailed in the attached Agreement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement between the City of Watertown and the Thompson Park Conservancy, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute this Agreement on behalf of the City of Watertown.

Seconded by

**AGREEMENT
THOMPSON PARK CONSERVANCY**

INTRODUCTION

WHEREAS the Lessor, City of Watertown, owns the facility known as Thompson Park, located in the City of Watertown, County of Jefferson, State of New York, and

WHEREAS the Lessor has entered into an Agreement with the Tenant, Thompson Park Conservancy, Inc., to lease certain premises located at the Park for the operation of the “Thompson Park Zoo” by lease of December 1997, and

WHEREAS since that time the City of Watertown has provided both financial and in-kind services in support of the Thompson Park Conservancy, and

WHEREAS the City Council has determined that it is in the best interest of the taxpayers of the City of Watertown to provide direct support to the Thompson Park Conservancy to be used to improve the leased premises,

WITNESSETH

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

Article I. DESCRIPTION OF PROJECT. The Thompson Park Conservancy shall use the funds provided under the terms of this Agreement to improve the leased premises.

Article II. ELIGIBLE ACTIVITIES. Eligible activities for the Thompson Park Conservancy shall be for a valid public purpose and shall improve the premises leased to the Thompson Park Conservancy by the City of Watertown. Repair and maintenance of the structures covered by the Lease Agreement between the City of Watertown and the Thompson Park Conservancy are eligible expenses.

Article III. INELIGIBLE ACTIVITIES. Ineligible activities shall include but not be limited to: land acquisition, staff salary, utilities, fuel, insurance, maintenance and security salaries, construction costs, interest, purchase of equipment, and program activities solely directed towards or restricted to organizational membership.

Article IV. TERM OF THIS AGREEMENT. The term of this Agreement shall be for one (1) year, from July 1, 2017, through June 30, 2018.

Article V. MANNER OF PAYMENT.

- A. The amount to be paid from the City of Watertown General Fund, as appropriated therefore, shall not exceed Thirty Thousand Dollars (\$30,000) for the term of this Agreement.
- B. Payment shall be made by the City Comptroller upon the receipt of an executed Services Agreement between the City of Watertown and the Thompson Park Conservancy.
- C. The Thompson Park Conservancy understands that City funds may only be used for eligible activities and for services actually performed. The City will make payment after the rendering of a verified account and the audit of vouchers submitted by the Conservancy. A verified account shall then be submitted to the City on or before June 30, 2018.

Article VI. PROVISIONS OF LAW. All provisions of law required to be made as part of this Agreement are hereby deemed incorporated in this Agreement. Performance of the terms and conditions of this Agreement shall be subject to and performance of all applicable laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives on this ____ day of _____, 2017.

CITY OF WATERTOWN, NEW YORK

By: _____
Sharon Addison
City Manager

THOMPSON PARK CONSERVANCY

By: _____
Board President

Res No. 5

June 28, 2017

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc.

During the development of the budget for Fiscal Year 2017-18, the City Council appropriated an additional \$25,000 for the Thompson Park Conservancy to assist with operations.

Attached for City Council consideration is an Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc. The term of this Agreement is one year, beginning July 1, 2017. The Agreement indicates that the funds shall be used for promoting public purpose. The Agreement also defines what the City considers ineligible activities.

A Resolution approving the Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc. has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Agreement for Public Benefit Services
Between the City of Watertown and the
Thompson Park Conservancy, Inc.

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the Lessor, City of Watertown, owns the facility known as Thompson Park, located in the City of Watertown, County of Jefferson, State of New York, and

WHEREAS the Lessor has entered into an Agreement with the Tenant, Thompson Park Conservancy, Inc., to lease certain premises located at the Park for the operation of the "Thompson Park Zoo" by Lease dated December 1997, and

WHEREAS since that time, the City of Watertown has provided both financial and in-kind services in support of the Thompson Park Conservancy, and

WHEREAS the City Council has determined that it is in the best interest of the taxpayers of the City of Watertown to provide direct support to the Thompson Park Conservancy to assist with operations as detailed in the attached Agreement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc., a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute this Agreement on behalf of the City of Watertown.

Seconded by

AGREEMENT FOR PUBLIC BENEFIT SERVICES

BETWEEN

THE CITY OF WATERTOWN, NEW YORK

and

THOMPSON PARK CONSERVANCY, INC.

This Agreement made this ____ day of June, 2017, by and between the City of Watertown, New York (the "City") and Thompson Park Conservancy, Inc. ("the Conservancy").

PREAMBLE

WHEREAS the City owns a public park known as Thompson Park located in the City of Watertown; and

WHEREAS the Conservancy currently leases certain premises located in Thompson Park for its operation of the "Thompson Park Zoo," and also known as the "New York State Zoo at Thompson Park," pursuant to a lease agreement between the parties effective January 1, 2015; and

WHEREAS the City provides both financial and in-kind services in support of the Conservancy's operations including, but not limited to, leasehold concessions which benefit City-owned buildings within the leased premises, and maintenance of those buildings as being City property; and maintenance of grounds which the City would otherwise maintain but for the Conservancy's Lease; and

WHEREAS the Conservancy has evidenced a long-standing commitment to the promotion of education, amusement, and recreation of the citizens of the City and has many programs dedicated to the overall public good; and

WHEREAS the work of the Conservancy serves the public and/or municipal purposes set forth at Section 21 of the New York General City Law, and, thereby, promotes the general welfare of the citizens of the City; and

WHEREAS the City desires to enter into a contract with the Conservancy to provide those services which fall within the ambit of General City Law Section 21 in furtherance of the City's "public or municipal purposes;"

NOW, THEREFORE, the parties, in consideration of the mutual covenants and agreements contained herein, hereby mutually agree as follows:

AGREEMENT

Article I DESCRIPTION OF SERVICES. The Conservancy will continue to provide services which advance the public or municipal purposes of promoting education, amusement and recreation for the citizens of the City. Those services include the maintenance of equipment which promotes the health of the animals in the zoo; the recruiting of volunteers for guiding tours and public education; the maintenance of specific exhibits which enlighten the public and promote the public's amusement and recreation, all of which are deserving of public support to the end of assisting the City in meeting its responsibilities and authority under Section 21 of the General City Law.

Article II ELIGIBLE ACTIVITIES. Eligible activities of the Conservancy which shall be considered reimbursable by the City as promoting a public purpose involve the following:

- a. Recruiting and training of volunteers;
- b. Operating expenses of zookeepers' space and equipment;
- c. Educational support for animal handlers and safety training for zoo staff;
- d. Maintenance of particular animal holding areas such that the animals will be contained in a safe and comfortable environment; and
- e. The provision of electrical power and water to various exhibits and holding areas of the zoo.

Article III INELIGIBLE ACTIVITIES. Activities of the Thompson Park Conservancy which shall be ineligible for reimbursement include, but are not limited to, animal acquisition, salaries, insurance, interest, purchases of equipment which is not directly related to the care of animals or the education of the public, or program activities solely directed toward or restricted to organizational membership.

Article IV TERM OF THIS AGREEMENT. The term of this Agreement shall be from July 1, 2017 through June 30, 2018.

Article V MANNER OF PAYMENT.

- a. The City agrees to provide Twenty-Five Thousand Dollars (\$25,000.00) to the Thompson Park Conservancy for the term specified above.
- b. Payment shall be made by the City Comptroller. The annual payment will be made on or after August 1, 2017. Payment will only be made upon the City's receipt of a fully executed copy of this Agreement and a signed City Invoice Form.

Article VI PROVISIONS OF LAW. All provisions of law required to be made as part of this Agreement are hereby deemed incorporated herein. Performance of the terms and conditions of this Agreement shall be subject to, and in conformance with, all applicable laws.

Article VII ANNUAL REPORT. The Conservancy will provide the City of Watertown with a copy of its annual financial report. If not included in the annual financial report, an additional report shall be submitted which details the services provided by the Conservancy to the citizens of Watertown.

Article VIII TERMINATION OF AGREEMENT. This Agreement may be terminated by either party, at any time, by the delivery to the other party of a written notice of termination of the Agreement, stating in good faith and for good and valid reasons why such party is unable to comply with and carry out the terms and substantive obligations of the Agreement in a meaningful manner. In the event of such termination, the City and the Conservancy shall perform such services and pay such monies as are necessary to carry out their respective obligations under the Agreement up to the date of termination of the Agreement. Any notice shall be delivered in person or by first class mail, return receipt requested, as the address of such party as hereinafter set out.

Article IX EXTENT OF AGREEMENT. This Agreement represents the entire Agreement between the City and the Conservancy. This Agreement may be amended only by written instrument signed by both parties and such amendment shall be attached to this Agreement.

Article X NOTICES. All notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date mailed, if sent by certified mail, return receipt requested or delivered in person to:

THE CITY:

City Manager
City of Watertown
245 Washington Street
Suite 302
Watertown, New York 13601

THOMPSON PARK CONSERVANCY, INC.:

Thompson Park Conservancy, Inc.
1 Thompson Park
Watertown, New York 13601

A party may change the address to which notices are to be sent by written notice actually received by the other party.

IN WITNESS WHEREOF, the City of Watertown and Thompson Park Conservancy, Inc. have

caused this Agreement to be executed by authorized agents to be effective as of the date heretofore written.

The City of Watertown

Thompson Park Conservancy, Inc.

By: Sharon Addison, City Manager

By: