

**CITY OF WATERTOWN, NEW YORK**  
**REVISED AGENDA**  
**Monday, July 15, 2019**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, July 15, 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**

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Amendment No. 120 to the Management And Management Confidential Pay Plan for Fiscal Year 2019-20
- Resolution No. 2 - Authorizing Change to City Fees and Charges Schedule for Parks and Recreation Department
- Resolution No. 3 - Approving Agreement Between the City of Watertown and the Watertown City School District, School Resource Officer
- Resolution No. 4 - Authorizing Professional Services Supplemental Agreement #1 for Design Services for the Massey Street, Coffeen Street, Court Street Bridge Rehabilitation Project, PIN 775362, Fisher Associates
- Resolution No. 5 -** Approving and Endorsing an Application to NYS Homes and Community Renewal for Funding Under the New York Main Street Program for the Redevelopment of 221-223 State Street
- Resolution No. 6 -** Asking that the Commissioners of the Jefferson County Board of Elections to Certify the Names of Three Persons to Advance to the November 2019 General Election for City Mayor

## **ORDINANCES**

Ordinance No. 1 - An Ordinance Amending the Ordinance Dated June 4, 2018, Authorizing the Issuance of \$410,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Design Cost of the Rehabilitation of Court Street Bridge and Massey Street and Coffeen Street Resurfacing, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$525,000

Ordinance No. 2 - An Ordinance Authorizing the Issuance of \$275,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay Part of the \$550,000 Estimated Maximum Cost of the Replacement and Rehabilitation of the Cooper Street Outfall Sanitary Trunk Sewer, and Storm Sewer Improvements, in and for Said City

## **LOCAL LAW**

## **PUBLIC HEARING**

## **OLD BUSINESS**

## **STAFF REPORTS**

1. Property Purchase Offer – 659 Olive Street

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

1. To discuss proposed, pending or current litigation.

## **WORK SESSION**

## **ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, AUGUST 5, 2019.**

Res No. 1

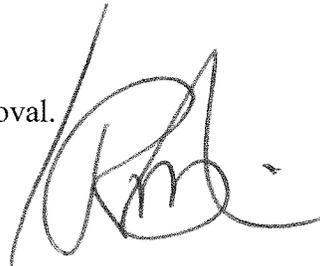
July 8, 2019

To: Richard M. Finn, City Manager  
From: James E. Mills, City Comptroller  
Subject: Management Pay Plan Amendment No .120

On June 17<sup>th</sup> City Council approved Amendment No. 119 to the Management and Management Confidential Pay Plan in order to set the annual compensation for the management and management confidential positions. However, the resolution incorrectly listed the salary for the Chief Water Treatment Plant Operator at \$65,759 rather than \$64,294.

Amendment No. 120 to the Management and Management Confidential Pay Plan has been prepared for City Council consideration to correct this error.

ACTION: City Manager recommends approval.

A handwritten signature in black ink, appearing to be 'RMF', is written over the text of the action item.

# RESOLUTION

Page 1 of 1

Amendment No. 120 to the Management And Management Confidential Pay Plan for Fiscal Year 2019-20

- 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*

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WHEREAS on June 17, 2019 City Council approved Amendment No. 119 to the Management and Management Confidential Pay Plan, in order to amend the annual compensation for the positions listed below effective July 1, 2019 and,

WHEREAS Amendment No. 119 to the Management and Management Confidential Pay Plan incorrectly listed the salary for the Chief Water Treatment Plant Operator at \$65,759

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Amendment No. 120 to the Management and Management Confidential Pay Plan, in order to correct the annual compensation for the position listed below effective July 1, 2019,

**Position**

Chief Water Treatment Plant Operator

**Salary**

\$ 64,294

### *Seconded by*

Res No. 2

July 10, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager  
Subject: Authorizing Change to City Fees and Charges Schedule for  
Parks and Recreation Department

As discussed at the July 8, 2019 City Council Work Session, it was agreed that the Parks and Recreation Department would be taking over the Sunday Football League. As stated in the attached report of Superintendent Erin Gardner, the cost per team will be \$250 to play. In addition, the Department would also add fees for the garbage removal for large groups at Thompson Park as follows: 1-99 people \$25, 100-199 people \$50 and 200+ people \$75.

This resolution clears up previous language on the Fees Schedule to include the military discount at the City Resident level for all Parks and Recreation Fees, as previously adopted on January 22, 2019.

A resolution for Council consideration is attached.

A handwritten signature in black ink, appearing to read "R. Finn", is written over the end of the sentence "A resolution for Council consideration is attached."

# RESOLUTION

Page 1 of 1

Authorizing Change to City Fees and Charges Schedule for Parks and Recreation Department

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 Council establishes a City Fees and Charges Schedule for the City of Watertown each year through the budget process, and

WHEREAS the FY 2019-2020 City Fees and Charges Schedule does not presently include that the Parks and Recreation Department will be taking over the Sunday Football League and those costs associated with it, and

WHEREAS the Parks and Recreation Department would also like to add fees for the garbage removal for large groups at Thompson Park, and

WHEREAS on January 22, 2019 City Council authorized military personnel and their immediate families, upon producing military ID, to be charged at the City resident rate for all Parks and Recreation Fees,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the changes in the City Fees and Charges Schedule for the 2019-2020 Adopted Budget, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that these rates and charges take effect upon adoption of this resolution.

***Seconded by***



**CITY OF WATERTOWN, NEW YORK  
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena  
600 William T. Field Drive  
Watertown, New York 13601  
parksrec@watertown-ny.gov  
Phone (315) 785-7775 • Fax (315) 785-7776



ERIN E. GARDNER  
Superintendent

Date: June 25, 2019  
To: Rick Finn, City Manager  
From: Erin E. Gardner, Superintendent of Parks & Recreation  
Subject: Parks & Recreation Fees

At the City Council Meeting on June 17, 2019, City Council agreed to add fees to the City Fees Schedule for the 2019/2020 fiscal year.

The Parks & Recreation Department will charge teams \$250.00 to play in the Sunday Football League. City Council also agreed to charge a fee for garbage removal from Thompson Park, for large events. The fees will be as follows: 1-99 people \$25, 100-199 people \$50 and 200+ people \$75.



City of Watertown  
City Fees and Charges Schedule  
Fiscal Year 2019-20

Effective: July 1, 2019  
Amended: July 15, 2019

**City of Watertown  
City Fees and Charges Schedule  
FY 2019-20**

**City Clerk Fees**

**Certified Copies**

Certified Birth Certificate	\$10.00
Certified Death Certificate	\$10.00
Certified Marriage Certificate	\$10.00
Genealogy Search	\$22.00

**Marriage License and Wedding Ceremony**

Marriage License	\$40.00
Duplicate Marriage License	\$20.00
Wedding Ceremony	\$70.00

**Dog License**

Spayed or Neutered, per year	\$15.00
Not Spayed or Neutered, per year	\$25.00

**Handicap Parking Permit**

Permanent or Temporary	No Fee
Replacement for Lost Permit	\$2.00 processing fee

**Racing and Wagering**

Bingo, per occasion	\$18.75 + 3% of proceeds
Bell Jar, per year	\$25.00
Casino Nights, per occasion	\$25.00 + 5% of proceeds
Raffle - Category 1	\$25.00 + 2% of proceeds

**Commissioner of Deeds**

Application Fee	\$25.00
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**Business Permits and Licenses**

Vending in Public Streets, per year	\$100.00
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**Garbage Collector, Private, per year**

License Fee	\$250.00
Each Additional Vehicle	\$125.00
Inspection Fee for Each Vehicle	\$45.00

**Liquidation Sale, per month**

License Fee for 30 Days	\$500.00
Renewal of License for Additional 30 Days	\$50.00
If Sale is completed within 30 days, fee will be refunded all except for \$75	

**Copy of City of Watertown Code Book**

Current Cost of Publication

**Copies**

\$0.25 per page

**Credit Card Processing Fees (In-Person)**

- Debit: \$2.50 flat fee per transaction\*
- Credit: \$2.50 flat fee for transaction up to \$50; 4% of transaction for fee over \$50\*

\* Based on current merchant agreement

**City of Watertown  
City Fees and Charges Schedule  
FY 2019-20**

**City Comptroller Fees**

<b>Parking Ticket</b>	\$30.00
15 Days After Issue Date	\$40.00
30 Days After Issue Date	\$45.00
<b>Handicap Parking Ticket</b>	\$50.00
Second or Subsequent Offense Within 2 Years	\$75.00
<b>Returned Check Fee</b>	\$20.00
<b>Tax Certification</b>	\$5.00
<b>Tax Search</b>	\$10.00
<b>Lien Search Fee</b>	\$95.00
<b>Tax Sale Advertising Fee</b>	\$15.00
<b>Tax Sale Certificate Filing Fee</b>	\$50.00
<b>Tax Deed Preparation Fee</b>	\$15.00
<b>Online Bill Payment Processing Fee</b>	
Presently for City Tax Bills, County Tax Bills, Delinquent School Tax Bills, Water/Sewer Bills and Sewer Permit Bills	
Debit/Credit	2.85% + \$0.28 per transaction*
eCheck	\$2.50 per transaction*

\* Based on current merchant agreement

**City of Watertown**  
**City Fees and Charges Schedule**  
**FY 2019-20**

**Civil Service Fees**

Open Competitive and Promotional Exams	\$15.00
Decentralized Exams	\$15.00
Uniformed Service Exams	\$25.00
Uniformed Promotional Exams	\$15.00

**City of Watertown**  
**City Fees and Charges Schedule**  
**FY 2019-20**

**Code Enforcement Fees**

**Building Fees for New Construction**

Permit Fee Based on Estimated Cost of Work\*

\$0 - \$500	\$5.00 (minimum fee)
\$501 - \$2,000	\$34.50
\$2,001 - \$25,000	\$34.50 for the first \$2,000; \$4.50 for each additional \$1,000 or fraction thereof
\$25,001 - \$50,000	\$138.00 for the first \$25,000; \$2.00 for each additional \$1,000 or fraction thereof
\$50,000 - \$100,000	\$188.00 for the first \$50,000; \$2.00 for each additional \$1,000 or fraction thereof
\$100,000 - \$250,000	\$288.00 for the first \$100,000; \$2.00 for each additional \$1,000 or fraction thereof
\$250,001 - \$500,000	\$588.00 for the first \$250,000; \$1.90 for each additional \$1,000 or fraction thereof
\$500,001 - \$1,000,000	\$1,063.00 for the first \$500,000; \$1.80 for each additional \$1,000 or fraction thereof
\$100,001 - \$5,000,000	\$1,963.00 for the first \$1,000,000; \$1.75 for each additional \$1,000 or fraction thereof

\* Estimated Cost of Work for New Construction Calculated as Follows

Residential	\$150.00 per sq ft
Commercial	\$300.00 per sq ft
Industrial	\$400.00 per sq ft
Garage/Misc.	\$30.00 per sq ft

**Building Fees for Maintenance & Repairs**

Permit Fee Based on Estimated Cost of Work\*\*

\$0 - \$500	\$5.00 (minimum fee)
\$501 - \$2,000	\$5.00 for the first \$500; \$2.00 for each additional \$100 or fraction thereof
\$1,001 and above	\$17.00 for the first \$1,000; \$2.00 for each additional \$1,000 or fraction thereof

\*\* Estimated Cost of Work for Maintenance & Repairs Calculated as Follows

Residential	\$50.00 per sq ft
Commercial	\$100.00 per sq ft
Industrial	\$150.00 per sq ft
Garage/Misc.	\$15.00 per sq ft

**Penalty Fee (Work Prior To Permit)**

\$50.00

**City of Watertown**  
**City Fees and Charges Schedule**  
**FY 2019-20**

**Code Enforcement Fees (con't)**

**Various Permits**

Sign - Residential	\$10.00
Sign - Business	\$75.00
Sign - Billboard/Sky Sign	\$100.00
Furnace	\$20.00
Woodstove	\$20.00
Hot Water Heater	\$20.00
Plumbing	\$20.00
Propane	\$20.00
Fence	\$20.00
Alarm System	\$20.00
Blasting	\$20.00
Fireworks	\$20.00
Operating Permit	\$20.00

**Certificate of Occupancy**

Final Certificate of Occupancy	\$0.00
First Provisional Certificate of Occupancy (up to 120 Days)	\$50.00
Extension Beyond the 120 Days From Date of Issuance	\$150.00

**Certificate of Compliance**

\$20.00

**Licensed Master Plumber**

Application Fee	\$50.00
Examination Fee (3 Exams)	\$75.00 per exam
Re-Examination Fee After 3 Months (3 Exams)	\$100.00 per exam
License Fee, Annual	\$250.00
Replacement of License Due to Loss	\$5.00

**Demolition of Property Surcharge \***

\$3,000.00

\* in addition to direct costs of demolition

**Code Violation Surcharge \*\***

\$250.00

\*\*in addition to actual cost of restraining, correcting or abating such condition (minimum charge of one hour labor and one hour equipment) plus materials [Code Section 120-37]

**Miscellaneous Fees**

Records Search	\$0.00
Plan Review - Residential 1 & 2 Family	\$0.00
Plan Review - Multifamily/Commercial & Industrial	
Projects costing \$19,999 or less	\$0.00
Projects costing \$20,000 or more w/NYS required stamped plans	\$50.00 per hour plus cost of permit
Black and White Photo Copies	\$0.25 per page
Color Photo Copies	\$1.00 per page

**City of Watertown  
City Fees and Charges Schedule  
FY 2019-20**

**Department of Public Works**

**Refuse and Garbage**

Trash Sticker For Bag	\$3.25
Trash Tote Service	
32-Gallon Tote	\$48.10 per quarter
64-Gallon Tote	\$72.15 per quarter
96-Gallon Tote	\$96.20 per quarter

**Property Maintenance Violation**

Non-Sticker Bag Removal	\$5.00 per bag
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**Bulk Drop Off Program (Fall Season)**

Fee as contained in seasonal flyer based on availability and local area Municipal Solid Waste disposal fees

**On-Demand Bulk Item Curbside Collection Service (Summer Season)**

Fee as contained in seasonal flyer based on availability and local area Municipal Solid Waste disposal fees

**Bus Fares**

Individual Base Fare Adult	\$1.50
Individual Base Fare Adult, Half-Fare *	\$0.75
Children Under 12	\$0.50
Children Under 12, Half-Fare *	\$0.25
Transfer	No Charge
Coupon Book:	
Regular (10 Rides)	\$10.00
Regular (10 Rides), Half-Fare *	\$5.00
Regular (20 Rides)	\$20.00
Regular (20 Rides), Half-Fare *	\$10.00
Monthly Unlimited	\$40.00
Monthly Unlimited, Half-Fare *	\$20.00

\* Half-Fare rate applies to senior citizens (65 years of age or older) and persons with disabilities and Medicare cardholders

**Paratransit**

Individual	\$3.00
(Fee based on two times the cost of standard Individual Base Fare Adult and allows for passenger and one caregiver)	

**Snow Dump Permit**

Per Truck, Up To Three Trucks Per Business	\$150.00
Flat Fee For Four or More Trucks Per Business	\$600.00

**City of Watertown**  
**City Fees and Charges Schedule**  
**FY 2019-20**

**Department of Public Works (con't)**

**Advertising Displays on CitiBus (prices do not include cost of sign)**

Street Side Showcase (30" x 88")

Monthly Per Bus	\$55.00
Monthly On All Buses	\$275.00
Yearly On All Buses *	\$3,300.00

Curb Side Showcase (30" x 48")

Monthly Per Bus	\$45.00
Monthly On All Buses	\$225.00
Yearly On All Buses *	\$2,700.00

Front Showcase (12" x 40")

Monthly Per Bus	\$50.00
Monthly On All Buses	\$250.00
Yearly On All Buses *	\$3,000.00

Rear Showcase (12" x 60")

Monthly Per Bus	\$55.00
Monthly On All Buses	\$275.00
Yearly On All Buses *	\$3,300.00

Interior Advertising (11" x 28")

Monthly On All Buses	\$100.00
Yearly On All Buses *	\$1,200.00

\* 10% Discount if year is paid in full

**Conduit Access**

Initial Fee	\$500.00
Monthly Fee, Per Foot of Conduit	\$0.031

Per the Franchise agreement - "If the City is required to be on-site for any request, an hourly rate of \$200 per hour will be assessed."

**City of Watertown  
City Fees and Charges Schedule  
FY 2019-20**

**Engineering Fees**

**Zoning Reviews**

Special Use Permit	\$100.00
Site Plan Minor Review *	\$150.00
Site Plan Major Review **	\$250.00
Site Plan Waiver	\$50.00
Variance of Use or Area	\$150.00
Zone Change	\$100.00
Subdivision Review	\$150.00

\* Site Plan Minor is defined as neither a Site Plan Waiver nor a Site Plan Major

\*\* Site Plan Major is defined as a site plan approval application which involves the disturbance of 1 acre or more of ground/soil disturbance and/or construction

**Floodplain Development Permit\*\*\*** \$25.00

\*\*\*in addition to any costs necessary for the review, inspection and approval of the project

**Dumpster Permit** \$50.00

**Sidewalk Permit** \$0.00

**Curbs and Pavement Cuts**

Curb Cuts	\$100.00
Pavement Cuts, up to 3 sq yds	\$200.00
Pavement Cuts, each additional sq yd thereafter	\$30.00
Specialty Pavement Cut	\$150.00 + actual cost of repair and replacement

**Septic Tanks and Lateral Disconnections**

Septic Tank Permit	\$50.00
Disconnect & Plugging of Unused or Abandoned Lateral Sewers	\$50.00
Repair/Renewal of Existing Sanitary	\$0.00

**Sewer Permits - Inside the City**

Residential Sanitary	\$100.00
Residential Storm	\$100.00
Commercial Sanitary	\$200.00
Commercial Storm	\$200.00
Industrial Sanitary	\$300.00
Industrial Storm	\$300.00

**Sewer Permits - Outside the City**

Residential Sanitary	\$300.00
Residential Storm	\$300.00
Commercial Sanitary	\$550.00
Commercial Storm	\$550.00
Industrial Sanitary	\$550.00
Industrial Storm	\$550.00

**City of Watertown**  
**City Fees and Charges Schedule**  
**FY 2019-20**

**Parks and Recreation Fees\***

\* Military personnel and their immediate families, upon producing military ID, will be charged at the City Resident rate

<b>Arena - Ice Time for Groups</b>	<b>City Resident</b>	<b>Non City Resident</b>
Minor Hockey & Figure Skating / Student Groups		\$80.00 per hour
Adult and Non City Groups		\$120.00 per hour
Events Where Admission / Donation is Charged	\$150.00	\$188.00 per hour
School Ice Skating (Mon - Fri 12:00pm - 2:30pm)	\$2 per student to cover cost of skating and rentals	

<b>Arena - Ice Time</b>	<b>City Resident</b>	<b>Non City Resident</b>
Public Skating	\$3.00	\$4.00 per day
Public Skating (children under the age of 4 years old)	No Charge	No Charge
Season Public Skating Pass	\$125.00	\$156.00 season
Family Ice Skating Pass	\$250.00	\$313.00 season
Skate & Shoot	\$5.00	\$6.00 per day
Season Skate & Shoot Pass	\$125.00	\$156.00 season
Season Skate & Shoot Pass and Public Skate	\$200.00	\$250.00 season
Ice Skate Rental	\$3.00	\$4.00 per day
Ice Skate Rental (children under the age of 4 years old)	No Charge	No Charge
Ice Skate Sharpening	\$5.00	\$6.00 per day
Rock & Skate	\$5.00	\$6.00 per day
Slip Slide & Skate		
Per Season	\$25.00	\$50.00 season
Per Season - With Skate Rental	\$35.00	\$70.00 season
Broomball	\$5.00	\$6.00 per day
Broomball Equipment Rental	\$3.00	\$4.00 per broom
Replacement ID Card	\$5.00	\$6.00 per card

<b>Arena - Rental of Space</b>	<b>City Resident</b>	<b>Non City Resident</b>
Arena Rental / Performances	\$1,000.00	\$1,250.00 per day
Performances - Day Before / After	\$500.00	\$625.00 per day
Arena Rental Non Ice Time	\$100.00	\$125.00 per hour
Multipurpose Room - Daily	\$100.00	\$125.00 per day
Multipurpose Room - Hourly	\$25.00	\$31.00 per hour
Vendor Space	\$100.00	\$125.00 per day
Large Stage Set Up	\$1,000.00	\$1,250.00 per event
Small Stage Set Up	\$500.00	\$625.00 per event
Large Bleacher Set Up	\$500.00	\$625.00 per event
Small Bleacher Set Up	\$250.00	\$313.00 per event
PA System Rental	\$50.00	\$63.00 per event
Hang Signage	\$50.00	\$63.00 per hour
Hospitality Room	\$250.00	\$313.00 per day
Office Rental - Seasonal	\$500.00	\$625.00 per season
Office Rental - Daily	\$50.00	\$63.00 per day
Birthday Party Room	\$50.00	\$63.00 per party
Arena Concession - Per Vendor	\$250.00	\$313.00 per day
Arena Concession - Unlimited Concession Stands	\$1,000.00	\$1,250.00 per day
Craft and Vendor Fairs - Booth w/o Electricity	\$40.00	\$50.00 per day
Craft and Vendor Fairs - Booth w/ Electricity	\$50.00	\$63.00 per day

**City of Watertown**  
**City Fees and Charges Schedule**  
**FY 2019-20**

**Parks and Recreation Fees (con't)**

<b>Miscellaneous Arena Fees</b>	<b>City Resident</b>	<b>Non City Resident</b>
Admission to Events		
Craft and Vendor Fairs	\$3.00	\$3.00 per day
Special Events Sponsored by Parks & Rec	\$5.00	\$5.00 per day
Advertising Fees		
Advertising Signs in Arena	\$400.00	\$500.00 May-Aug
Advertising on TV in Lobby	\$100.00	\$125.00 per month
<b>Chairs and Table Rental</b>	<b>City Resident</b>	<b>Non City Resident</b>
Chair Rental: Up to 500 Chairs	\$1.00	\$1.25 per day
Chair Rental: 501 - 1000	\$0.75	\$1.00 per day
Chair Rental: 1001+	\$0.50	\$0.75 per day
Table Rental: 1 - 20 Tables	\$4.00	\$5.00 per day
Table Rental: 21+ Tables	\$3.00	\$4.00 per day
<b>Field Rental</b>	<b>City Resident</b>	<b>Non City Resident</b>
Fairgrounds Main Baseball Field - Grandstand		
Hourly	\$75.00	\$100.00 per hour
Lights	\$75.00	\$100.00 per day
Fairgrounds Main Multipurpose Field - Outdoor Stadium		
Hourly	\$75.00	\$100.00 per hour
Lights	\$75.00	\$100.00 per day
Fairgrounds Horse Ring	\$60.00	\$75.00 per day
Municipal Fairgrounds Rental	\$250.00	\$313.00 per day
Other Athletic Fields		
Hourly	\$20.00	\$25.00 per hour
Lights	\$30.00	\$38.00 per day
Performances	\$1,000.00	\$1,250.00 per day
Day Before / After	\$500.00	\$625.00 per day
Practice - Schools Within City Limits & JCC	50%	N/A per hr
<b>Field Rental For Tournaments</b>	<b>City Resident</b>	<b>Non City Resident</b>
Main Fields - Non-Profit 501C3	\$41.00	\$51.00 per hour
Other Fields - Non-Profit 501C3	\$15.00	\$19.00 per hour
Regular For Profit Events	Hourly rate	Hourly rate per day
Additional Chalk Lining	\$25.00	\$31.00 per lining
<b>Naming Rights - Athletic Fields (5 year term - fields used mid-April through early-October)</b>		
Regular Athletic Fields (11)		\$1,000 per year
Regular Athletic Fields with lights (4)		\$1,500 per year
Main Multi-Purpose Field (1)		\$3,000 per year
Grandstand (1)		\$5,000 per year
	<b>City Resident</b>	<b>Non City Resident</b>
<b>Turf</b>	\$15.00	\$19.00 per bag

**City of Watertown**  
**City Fees and Charges Schedule**  
**FY 2019-20**

**Parks and Recreation Fees (con't)**

<b>Parking</b>	<b>City Resident</b>	<b>Non City Resident</b>
Parking - Arena Concert / Performance / Show	\$1,500.00	\$1,875.00 per event
Parking - Outdoor Events	\$3,000.00	\$3,750.00 per event

<b>RV sites</b>	<b>City Resident</b>	<b>Non City Resident</b>
With Utility Hookup	\$25.00	\$31.00 per night
Without Utility Hookup	\$15.00	\$19.00 per night

**Jefferson County Agriculture Society Fair**

Arena Rental - Fair		\$3,000.00 fair
RV Sites - Fair Week		\$75.00 per site
Concessions - Jeff Co Ag Society		\$1,000.00 fair

<b>Marquee Advertising</b>	<b>City Resident</b>	<b>Non City Resident</b>
Non Parks and Recreation Events - Daily	\$10.00	\$13.00 per day
Non Parks and Recreation Events - Weekly	\$50.00	\$63.00 per week

<b>Miscellaneous Parks and Recreation Fees</b>	<b>City Resident</b>	<b>Non City Resident</b>
Vendor Fee	\$50.00	\$63.00 per event
Vendor Fee - Large Event	\$300.00	\$375.00 per event
Alcohol Permit Processing Fee	\$10.00	\$13.00 per day

<b>Pavilion Rentals</b>	<b>City Resident</b>	<b>Non City Resident</b>
Mayor Butler Pavilion	\$50.00	\$63.00 per day
Fairgrounds Pavilion	\$50.00	\$63.00 per day
Veterans Memorial Pavilion	\$50.00	\$63.00 per day
Marble Park Pavilion	\$50.00	\$63.00 per day
Thompson Park		
Large Pavilion - One of Four Quarters	\$50.00	\$63.00 per day
Large Pavilion - Full	\$200.00	\$250.00 per day
Picnic Areas	\$10.00	\$13.00 per day
Rotary Pavilion	\$50.00	\$63.00 per day
Pinnacle Pavilion	\$50.00	\$63.00 per day
Band Stand	\$25.00	\$31.00 per day

**Thompson Park - Garbage Removal for Large Groups**

1-99 people		\$25.00 per day
100-199 people		\$50.00 per day
200+ people		\$75.00 per day

<b>Bubble Ball</b>	<b>City Resident</b>	<b>Non City Resident</b>
Bubble Ball Rental	\$5.00	\$6.00
Bubble Ball Event Fee	\$100.00	\$125.00

**City of Watertown  
City Fees and Charges Schedule  
FY 2019-20**

**Parks and Recreation Fees (con't)**

**Team Sports Programs**

Men's and Coed Adult Softball	\$300.00	per team
Sunday Softball	\$300.00	per team
Volleyball Team	\$200.00	per team
Kickball Team	\$225.00	per team
Soccer Tournament	\$225.00	per team
Basketball Tournament	\$125.00	per team
Soccer Teams	\$225.00	per team
Sunday Football League	\$250.00	per team

**Baseball and Softball Adult**

	<b>City Resident</b>	<b>Non City Resident</b>
Athletic Tournaments	\$200.00	\$300.00 per team

**Parks and Recreation Programs**

	<b>City Resident</b>	<b>Non City Resident</b>
Tennis Clinic	\$30.00	\$60.00 per person
Golf Lessons	\$35.00	\$70.00 per person
Youth Baseball & Softball Leagues	\$15.00	\$30.00 per person
Youth Swimming Lessons	\$15.00	\$30.00 per person
Fishing Clinic	\$30.00	\$60.00 per person
Family Yoga	\$10.00	\$20.00 per person
Scuba Diving Lessons	\$30.00	\$60.00 per person
Kid's Zumba	\$15.00	\$30.00 per person
Youth Running Club	\$20.00	\$40.00 per person
Horseback Riding Lessons	\$50.00	\$100.00 per person
Archery Day Camp	\$15.00	\$30.00 per person
Archery Week Camp	\$40.00	\$80.00 per person
Boot Camp Exercise Program	\$25.00	\$50.00 per person
Youth Camps	\$25.00	\$50.00 per person
Parks and Recreation Classes	\$25.00	\$50.00 per person

**City of Watertown  
City Fees and Charges Schedule  
FY 2019-20**

**Police Fees**

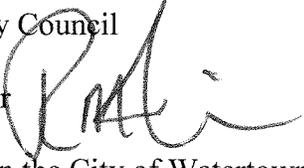
Bike License	\$1.00
Copies	\$0.25 per page
Incident Report	\$0.25 per page
Motor Vehicle Report	\$0.25 per page
Records (Background) Check	\$10.00

**Police Academy**

Tuition	\$1,700.00 per enrollee
Tuition Credits	\$25.00 per instructor hour provided to Academy Training
Books and Supplies	\$300.00

Res No. 3

July 10, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager   
Subject: Approving Agreement Between the City of Watertown  
and the Watertown City School District, School Resource Officer

For the past several years, the City of Watertown and the Watertown City School District have partnered to provide School Resource Officer (SRO) services in Watertown High School and Case Middle School. This program has been a tremendous success for the Police Department and the School District. Police Officer Scott McIntyre has served as the SRO. His commitment to the program, relationship with the teachers and administration, along with his true desire to make a better tomorrow for the students, have contributed to the program's success.

The three (3) year Agreement between the City and the School District expires on July 31, 2019. Representatives from the City and the School District have met and reviewed the terms of the expiring Agreement and are recommending that a new three (3) year Agreement be entered into between the parties. The Agreement defines the duties and responsibilities of the SRO, the duties of the City, the duties of the School District, the financing of the position, the appointment/selection of the SRO and the dismissal or replacement of the SRO. Under the terms of this three (3) year Agreement, the City will provide a trained officer who will, at all times, remain an employee of the City, but who will work with the School District on instructional activities; attend parent/faculty meetings; be available for conferences with students, parents and faculty; develop strategies to minimize dangerous situations; conduct formal police interviews; and conduct investigations. The School District will continue to provide the SRO with an office and supplies needed to perform the duties of SRO.

Financing of the SRO position will be shared between the City and the School District. Expenses will be prorated based on the number of days the individual actually works as the SRO, to the total days worked. Vacation days and sick days will not be considered days worked for this calculation. When the SRO is not performing SRO duties, the officer will be working in the Police Department. SRO services will be provided during the school year, with time at the beginning and end of the year to put plans together and complete work started. The SRO position and the offsetting revenue from the School District are contained in the adopted Fiscal Year 2019-2020 budget.

Attached for City Council consideration is a Resolution approving this Agreement. It has already been approved by the Watertown School District Board of Education.

# RESOLUTION

Page 1 of 1

Approving Agreement Between the  
City of Watertown and the Watertown City  
School District, School Resource Officer

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 City of Watertown possesses authority over the Watertown Police Department, which was created as a department and agency of the City government by Charter, and

WHEREAS it is the intent and desire of the City of Watertown and the Watertown City School District to provide for services of a School Resource Officer,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the School Resource Officer Agreement between the City of Watertown and the Watertown City School District, a copy of which is attached and made a part of this resolution, and

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

***Seconded by***

## SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the Watertown City School District ("District"), and the City of Watertown ("City").

### WITNESSETH:

WHEREAS, the City possesses authority over the Watertown Police Department, which has been created as a department and agency of city government by Charter;

WHEREAS, it is the intent and desire of the City and District to provide for the services of a School Resource Officer ("SRO") as set forth herein,

NOW THEREFORE, in consideration of the foregoing and the mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between the District and the City as follows:

### ARTICLE I

#### Term

It is the intent and provision of this Agreement to provide for the services of an SRO with such services to be rendered at such District school sites as more fully described herein below for a term commencing on August 1, 2019 and expiring three (3) years thereafter on July 31, 2022. It is expressly agreed and understood that the District and the City shall not be bound hereby beyond the foregoing three (3) year term.

### ARTICLE II

#### Rights And Duties Of The City

The City shall provide an SRO and SRO services as follows:

##### (A) Training

The SRO shall be a sworn law enforcement officer. Prior to the assignment of a person to serve as SRO, the City shall certify in writing to the Superintendent of the District that such person has had specialized training to work with youth at a school site. Such training may consist of university course work for potential SRO candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (*e.g.*, D.A.R.E.).

##### (B) Assignment of SRO

(1) The City shall assign one (1) regularly employed police officer to serve as SRO who shall serve at Watertown High School and Case Middle School, pursuant to a schedule to be determined in conjunction with the principals of such schools, the Superintendent of the District, the City Manager of the City of Watertown, and the Chief of Police of the City. In addition, the SRO shall perform services on an as needed basis in the District's elementary schools, and the schedule to be devised will allow for such.

(2) The SRO shall report directly to the Administrative Sergeant within the Watertown Police Department, who, as the SRO's supervisor, will work with the school administration of the District in providing for the rendition of SRO services as outlined herein.

(C) Regular Duty Hours Of SRO

(1) The SRO shall perform a regular workweek of hours with such hours and pay to be based on duties and pay equivalent to a regular police officer employed by the City. It is agreed and understood that pursuant to clause (D) (11) below, the SRO will from time to time be expected to attend meetings of parents/faculty and school functions on request of a principal and/or Superintendent.

(D) Primary Duties of SRO

(1) The main duty for the SRO shall be the safety and security of the Watertown High School campus, with his/her assigned school being Watertown High School, and providing assistance to Case Junior Middle School and Wiley School when/if available. Issues at the other elementary schools and the tutoring center will be the responsibility of the WPD road patrol.

(2) The SRO shall be present on campus and be visible in an active effort to deter potential issues in the high school.

(3) The SRO shall actively engage with students and staff to help develop a positive rapport in the high school.

(4) The principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO shall then determine whether law enforcement action is appropriate with respect to those activities occurring on school property or at school sponsored functions.

(5) The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on the school property or during school sponsored events.

(6) The SRO may conduct investigations relating to any crime related to the students in the schools that the SRO is assigned.

(7) Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to District Policy, Watertown Police Department Policy, New York State law, and other legal requirements with regard to such interviews.

(8) The SRO may, by way of the exercise of his/her discretion as a sworn police officer, take law enforcement action as required. As soon as practical, the SRO shall, in writing, make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under authority of law. Whenever practical, the SRO shall advise the principal before requesting additional police assistance on campus.

(9) The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or District disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of District disciplinary policies and codes and the discipline codes of each school. The SRO shall become familiar with district/school disciplinary codes and standards, and will meet at least annually with the Superintendent and each principal for the purpose of reviewing applicable disciplinary standards.

(10) The SRO shall give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.

(11) The SRO shall make himself/herself available for conferences with students, parents, and faculty members to assist with problems of law enforcement or of a crime prevention nature.

(12) The SRO shall become familiar with all community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school. The SRO shall notify the principal in writing if a referral has been made.

(13) The SRO shall be responsible for scheduling, coordinating and conducting the mandated New York State practice lockdowns with the eight (8) District schools as well as the parochial schools (IHC and Faith Fellowship School). Currently, four (4) practice lockdowns per school are mandated each school year, thus totaling 48 practice lockdowns that need to be completed.

(14) The SRO shall conduct a daily morning traffic detail – at 6:45 a.m. be present in front of the high school in marked patrol vehicle with emergency lights activated for traffic detail until 7:30 a.m.

(15) The SRO shall conduct a daily afternoon campus patrol detail – upon school dismissal and up to a minimum time of 2:45 p.m., patrol the area of the school campus as well as neighboring streets in an effort to deter fights and any other issues that could potentially arise.

(16) The SRO shall participate in and/or attend the following school functions:

- All varsity home football games
- All Dances (homecoming/winter dance/prom)

With the option to do basketball, soccer, and lacrosse games at the request of the school.

(17) Every other year, the SRO shall coordinate and conduct a large scale safety presentation in the spring that specifically targets the Junior and Senior class with regards to prom and graduation – ex. Mock DWI Crash Simulation.

(18) The SRO shall be a safety officer on the school safety team / safety committee and attend all school safety meetings throughout the school year.

(19) The SRO shall attend school safety training classes/seminars throughout the school year as requested by the Watertown Police Department and/or Superintendent.

(20) The SRO is encouraged to become an active member of outside organizations directly related to school – ex. Youth Court of Jefferson County, the Jefferson County Gang Task Force, etc.

(21) The SRO shall a daily log on the SRO office computer that documents daily activity and submit monthly reports to the Administration Sergeant.

(22) The SRO shall attend Superintendent hearings at the District Office at the request of the principal and/or Superintendent.

(22) The SRO shall not be responsible for:

- Off campus complaints
- After hours complaints – with an exception for an emergency situation
- Assisting with home visits
- Truancy issues
- Lunchroom duties – if there is a problem may assist until the problem is resolved
- Hall monitor duties – if there is a problem may assist until the problem is resolved.

(E) Secondary Duties of the SRO.

(1) The SRO shall work in conjunction with principals of the aforementioned schools and certified instructors to assist in the delivery of instruction in a variety of subject areas, including but not limited to, police and their role in society; laws; juvenile and adult criminal justice systems; career opportunities in law enforcement; drug education; gang resistance education and training; teens, crime and community; conflict resolution; and other classes as permitted by scheduling and as determined to be appropriate by respective principals and school staffs.

(2) The SRO shall coordinate his or her instructional activities with principals and staff members so as to allow for the orderly educational process within the respective schools served.

(3) The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.

(4) The SRO shall encourage individual and small group discussions with students based upon material presented in class to further establish rapport with students.

**ARTICLE III**  
**Rights and Duties of the District**

The District shall provide the full-time SRO the following materials and facilities deemed necessary to the performance of the SRO's duties with the Watertown City School District to be considered the SRO's base school and the office facilities as outlined below to be provided at such school:

- (A) Access to a properly lighted private office which shall contain a telephone which may be used for general business purposes.
- (B) A location for files and records which can be properly locked and secured.
- (C) A desk with drawers, a desk chair, two office chairs, a work table, filing cabinet, and office supplies.
- (D) Access to a computer and a typewriter.
- (E) Cell phone service.
- (F) A complete copy of the District's policy manual concerning students.

**ARTICLE IV**  
**Financing of the SRO program**

For the term of this Agreement, the financing of the SRO will be shared between the District and the City. Expenses will include SRO's salary, including overtime, benefits, workers' compensation/207c expenses, vehicle expenses, and equipment. Expenses shall be prorated based on the number of days the individual selected to serve as the SRO actually works as the SRO. The City will bill the School District quarterly, in advance, beginning on August 1st of each year the amount of \$17,500. On June 30<sup>th</sup> of each year, a true-up will be done and the actual expenses associated with providing this service will be prorated based on actual days worked as SRO/total days worked. Vacation days and sick days will not be considered days worked. Any difference between the actual expenses associated with providing the SRO shall be billed or credited to the District.

**ARTICLE V**  
**Employment status of the SRO**

The SRO shall be an employee of the Watertown Police Department, and shall not be an employee of the District. The District and the City acknowledge that the SRO shall remain responsive to the chain of command of the Watertown Police Department.

**ARTICLE VI**  
**Appointment of SRO**

(A) The City Manager shall assign an officer who is qualified to be an SRO. An Interview Committee composed of the Superintendent, the Director of Personnel for the District, two (2) principals appointed by the Superintendent, and the Chief of Police will interview any candidate or candidates.

(B) SRO applicants must meet the following requirements:

- (1) The applicant must be a volunteer for the position of SRO.
- (2) The applicant must be a full-time, certified, and sworn police officer with a minimum of three (3) years law enforcement experience.
- (3) Applicants must have training as outlined in Article II (A), above.

(C) Among additional criteria for consideration by the SRO Interview Committee are job knowledge, experience, training, education, appearance, attitude, communications skill, and bearing.

(D) The names of any applicants receiving a favorable recommendation from the SRO Interview Committee (which recommendation shall follow only upon a majority vote of the Interview Committee), shall be forwarded to the City Manager, who shall appoint officers from the list of those recommended.

**ARTICLE VII**  
**Dismissal of SRO/Replacement**

(A) In the event a principal of a school to which the SRO is assigned feels that the SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent or designee that the SRO assignment be reviewed in the program at the school and shall state the reasons therefore in writing. Within five (5) working days of receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the City Manager or his/her designee of the principal's request. In the event the Superintendent feels the SRO is not performing his or her duties effectively, the Superintendent shall so advise the City Manager. If the City Manager so desires, the Superintendent and Chief of Police, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within the five (5) working days referenced above, the problem cannot be resolved or mediated or in the event mediation is not sought by the Chief of Police, then the SRO shall be removed from the program at the school and a replacement shall be obtained following the process set out in Article VI.

(B) The City Manager or Chief of Police may reassign an SRO based upon Police Department Rules, Regulations, and/or General Orders and when it is in the best interest of the people of the City of Watertown.

(C) In the event of the resignation, dismissal, or reassignment of an SRO, the City Manager shall provide a temporary replacement for the SRO within thirty (30) calendar days of receiving written notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the Interview Committee following the process set out in Article VI shall recommend a permanent replacement for the SRO position. Provided however, that any temporary replacement shall have the required training and qualifications as outlined in Article II(A) and Article VI(B), above.

**ARTICLE VIII**  
**Termination of Agreement**

This Agreement may be terminated by either party upon ninety (90) days written notice that any party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by either party upon one hundred eighty (180) days written notice. Termination of this Agreement may only be accomplished as provided herein.

**ARTICLE IX**  
**Notices**

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Superintendent of Schools  
Watertown City School District  
District Offices  
1351 Washington Street  
Watertown, NY 13601

City Manager  
City of Watertown  
245 Washington Street, Suite 302  
Watertown, NY 13601

**ARTICLE X**

**Good Faith**

The School Board, the City Manager, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the City Manager, or their designees.

**ARTICLE XI**

**Modification**

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

**ARTICLE XII**

**Non-Assignment**

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the District's School Board and City Council is obtained.

**ARTICLE XIII**

**Merger**

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

**ARTICLE XIV**

**Severability**

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first set forth above.

City of Watertown

By: \_\_\_\_\_  
Richard M. Finn, City Manager

Watertown City School District

By: Patricia B. LaBarr  
Patricia LaBarr, Superintendent of Schools

ACKNOWLEDGEMENTS

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019 before me personally came Richard M. Finn, who being by me duly sworn, did depose and say that he resides in Watertown, New York; that he is City Manager of the City of Watertown, the City described herein, and which executed the foregoing instrument; and that he signed his name thereto by order of said City Council.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF JEFFESON )

On this 3<sup>rd</sup> day of July, 2019, before me personally came Patricia LaBarr, who being by me duly sworn, did depose and say that she resides in Watertown, New York; that she is Superintendent of Schools, for the Watertown City School District, the District described herein, and which executed the foregoing instrument; and that she signed her name thereto by order of said School Board of the Watertown City School District.

Tamra M. Baldwin  
Notary Public

**TAMRA M. BALDWIN**  
Notary Public, State of New York  
No. 01BA4930076 Qualified in Jefferson County  
Commission Expires 05/16/2022

Res No. 4

July 8, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager   
Subject: Professional Design Services Agreement – Supplemental Agreement  
No. 1 – Massey Street and Coffeen Street Pavement Resurfacing and  
Court Street Bridge Rehabilitation Project, PIN 775362

At the June 4, 2018 Meeting, City Council approved the bid from Fisher Associates for the Design Phase of the above project in the amount of \$402,000. Fisher Associates has now submitted Supplemental Agreement No. 1 in the amount of \$101,000 for additional work bringing the total contract amount to \$503,000.

As detailed in the attached report of City Engineer Justin Wood, the work is in addition to the original scope and includes the design of 70 handicap ramps, traffic signal warrant analysis at Rand Drive and Coffeen Street, additional bridge deck testing and cores sampling, as well as design required to address deterioration levels which were worse than discernible from the bridge inspection reports.

A resolution for City Council consideration is attached. Approval of this resolution is contingent upon approval of the corresponding Bond Ordinance Amendment to fund the project.

# RESOLUTION

Page 1 of 1

Authorizing Professional Services  
Supplemental Agreement #1 for  
Design Services for the Massey Street,  
Coffeen Street, Court Street Bridge Rehabilitation  
Project, PIN 775362, Fisher Associates

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***

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WHEREAS on June 4, 2018, City Council approved the Professional Services Agreement with Fisher Associates to provide design services of the Massey Street, Coffeen Street, Court Street Bridge Rehabilitation Project in the amount of \$402,000, and

WHEREAS additional scope of work and design effort was necessary to complete the project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Supplemental Agreement #1 with Fisher Associates in the amount not to exceed an additional \$101,000, a copy of which is attached hereto and made part of this resolution, bringing the total contract amount to \$503,000, and

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this project, and

BE IT FURTHER RESOLVED that City Manager Richard M. Finn is hereby authorized and directed to execute this agreement on behalf of the City of Watertown.

***Seconded by***



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 2 July 2019

TO: Richard Finn, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Professional Design Services Agreement – Supplemental Agreement #1  
Massey Street & Coffeen Street Pavement Resurfacing, &  
Court Street Bridge Rehabilitation Project - PIN 775362

Fisher Associates, Syracuse NY, has been retained to perform professional design services for the Massey St., Coffeen St, Court St. Bridge Rehabilitation Project. The project scope includes pavement rehabilitation of a 0.5 mile of Massey Street (from Court St Bridge to Clinton St.), 1.5 miles of Coffeen St (from Massey St to College Heights), and miscellaneous bridge rehabilitation work on the Court St Bridge.

The estimated \$6.8 million highway and bridge rehabilitation project (including design, construction and construction administration) will be funded by \$3.68 Million in federal funds and \$3.12 Million in local funds. Construction will begin in the spring of 2020 and conclude by the Fall.

The original Design Agreement (Phases I-VI) is for a Maximum Amount Payable of \$402,000 which covers preliminary design, final design, and construction support effort.

*Supplemental Agreement #1 covers work which was in addition to the original scope including detailed design of (70) handicap ramps, traffic signal warrant analysis at Rand Drive and Coffeen St, additional bridge deck testing and cores sampling as well as detailed design required to address deterioration levels which were worse than discernible from the bridge inspection reports. This brings the total contract value with Fisher Associates to \$503,000.*

Construction Administration/Inspection effort will be included in a separate future supplemental agreement.

Please prepare a resolution for Council consideration.

Cc: James Mills, City Comptroller

**Consultant Agreement  
for  
Massey Street, Coffeen Street & Court Street  
Bridge**

**PIN 7753.62**

Between

**City of Watertown**

and



**June 20, 2019**

**Architectural/Engineering  
Consultant Contract**

PIN 7753.62 Sponsor Contract No. \_\_\_\_\_

Agreement made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between

City of Watertown

(municipal corporation)

having its principal office at 245 Washington Street, in the City of Watertown, NY, (to be known throughout this document as the "**Sponsor**")

and

Fisher Associates, P.E., L.S., L.A., D.P.C.,

with its office at 180 Charlotte Street, Rochester, NY 14607 (to be known throughout this document as 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 contract as the **Massey Street, Coffeen Street & Court Street Bridge** (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; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration (FHWA), the Municipality has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, the **City Manager** is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT**

This contract consists of the following:

Agreement Form – This document titled "Architectural/Engineering Consultant Contract";

Attachment "A" – Project Description and Funding;

Attachment "B" – Scope of Services;

Attachment "C" – as applicable, Staffing Rates, Hours, Reimbursables and Fee.

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

- 2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".
- 2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in

## **Architectural/Engineering Consultant Contract**

accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

- 2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

### **ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT**

As full compensation for Consultant's work, 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)

**Architectural/Engineering  
Consultant Contract**

<b>3.1 Cost Plus Fixed Fee Method</b>			
<b>ITEM</b>	<b>DESCRIPTION OF ITEMS WITHIN METHOD</b>	<b>APPLICABLE RATE/ AMOUNT OR PERCENTAGE</b>	<b>INTERIM PAYMENTS</b>
<b>ITEM I</b>	<ul style="list-style-type: none"> <li>Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Contract, plus properly allocable partial salaries of all persons working part-time on this PROJECT.</li> <li>The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Sponsor.</li> <li>If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.</li> </ul>	<ul style="list-style-type: none"> <li>Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative.</li> <li>Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit.</li> <li>Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.</li> </ul>	<ul style="list-style-type: none"> <li>The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</li> <li>Bills are subject to approval of the Sponsor and Sponsor's Representative.</li> </ul>
<b>ITEM II</b>	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	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 the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
<b>ITEM III</b>	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

**Architectural/Engineering  
Consultant Contract**

<b>3.1 Cost Plus Fixed Fee Method</b>			
<b>ITEM</b>	<b>DESCRIPTION OF ITEMS WITHIN METHOD</b>	<b>APPLICABLE RATE/ AMOUNT OR PERCENTAGE</b>	<b>INTERIM PAYMENTS</b>
<b>ITEM IV</b>	<ul style="list-style-type: none"> <li>• Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT, and FHWA.</li> <li>• For the purpose of this Contract, an accounting period shall be the CONSULTANT'S fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges lade, under Item IA of this subdivision to determine the charge to be made under this Item.</li> </ul>	<ul style="list-style-type: none"> <li>• The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 169%, in all events not to exceed 169%, subject to audit.</li> </ul>	
<b>ITEM V</b>	<ul style="list-style-type: none"> <li>• Negotiated Lump Sum Fixed Fee.</li> <li>• Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</li> </ul>	<ul style="list-style-type: none"> <li>• A negotiated Lump Sum Fee which in this CONTRACT shall equal \$8,000 for Design Services.</li> </ul>	
<b>ITEM VI</b>	The Maximum Amount Payable under this Contract including Fixed Fees unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be \$101,000.	

## Federal Aid Requirements for Architectural/Engineering Consultant Contracts

### ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work 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 \$300,000, 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 \$300,000, 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 contract, 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 said contract;

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 sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

### ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Contract 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 such alternative interval as the Sponsor directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole

## **Federal Aid Requirements for Architectural/Engineering Consultant Contracts**

judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required, from the Federal Highway Administration.

- 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 work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

### **ARTICLE 8. CONSULTING LIABILITY**

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

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

### **ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE**

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

### **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 Contract without expense to such other party.

## **Federal Aid Requirements for Architectural/Engineering Consultant Contracts**

### **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 contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the 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. DAMAGES AND DELAYS**

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this Contract.

### **ARTICLE 13. TERMINATION**

The Sponsor shall have the absolute right to terminate this Contract, 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 based on the basis of the CONSULTANT'S compensable work delivered or completed 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 work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT CONTRACT.

### **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 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 Contract, 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 CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or its duly authorized representative. 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.

## **Federal Aid Requirements for Architectural/Engineering Consultant Contracts**

### **ARTICLE 15. CODE OF ETHICS**

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract 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 his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he 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 he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he 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 Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract 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 CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Municipality.

### **ARTICLE 19. PROPRIETARY RIGHTS**

The CONSULTANT agrees that if patentable discoveries or inventions should result from work 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.

### **ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS**

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

## **Federal Aid Requirements for Architectural/Engineering Consultant Contracts**

### **ARTICLE 20.1 PROMPT PAYMENT**

While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment for all public works contract. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

### **ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29**

The signator to this Contract, 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 prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal 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.

## **Federal Aid Requirements for Architectural/Engineering Consultant Contracts**

The prospective participant also agrees by submitting his or her bid or proposal that he or she 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 professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any 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 contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract 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 Sponsor 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 shall not discriminate against any employee, applicant for employment because of any 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 contract shall be performed within the State of New York, 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 Contract. 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 Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

### **ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.58**

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, 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.

## **Federal Aid Requirements for Architectural/Engineering Consultant Contracts**

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**

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 \$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 which 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 Consultant's employees nor the employees of its 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, 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 contract 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 such Consultant, or any of the aforesaid affiliates of 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 the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor 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"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon 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. 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. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

### **ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.**

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

**Federal Aid Requirements for Architectural/Engineering Consultant Contracts**

**ARTICLE 31. MISCELLANEOUS**

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

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

Reference: Sponsor Contract # \_\_\_\_\_

Sponsor  by: _____  Date: _____	Consultant  by: _____  Date: _____
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**MUNICIPALITY:**

STATE OF NEW YORK

ss:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she is authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

**CONSULTANT:**

STATE OF NEW YORK

ss:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she is authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Consultant.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

## APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**ATTACHMENT A**

**Attachment A**  
**Architectural/ Engineering Consultant Contract**  
**Project Description and Funding**

PIN: 7753.62  
BIN: 2220220

*Term of Agreement Ends: December 2020*

Main Agreement     Amendment to Contract [add identifying #]     Supplement to Contract #1  
[add identifying #]

*Phase of Project Consultant to work on:*

P.E./Design     ROW Incidentals     ROW Acquisition  
 Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date:

Finish Date:

*PROJECT DESCRIPTION:*

*The Massey Street, Coffeen Street & Court Street Bridge Project involves preserving the long term integrity of Coffeen Street from the West City line to Massey Street; Massey Street from the Court Street bridge to Holcomb Street and the Court Street bridge by utilizing cyclic/element specific treatments/repairs.*

Project Location:

*City of Watertown*

Consultant Work Type(s): See Attachment B for more detailed 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:**

\$101,000

**ATTACHMENT B**

# Massey Street, Coffeen Street & Court Street Bridge Project

City of Watertown

**NYSDOT PIN: 7753.62**

**Scope of Services  
Supplemental #1**

June 20, 2019

## Section 1 - General

### 1.01 Project Description and Location

Project Name: Massey Street, Coffeen Street & Court Street Bridge

PIN: 7753.62

Project Description/Limits: The project involves the rehabilitation of the Court Street Bridge in order to extend the service life of the structure and the roadway resurfacing of Massey Street from Court Street bridge to Holcomb Street and Coffeen Street from Massey Street to the City Line.

Sponsor: City of Watertown

City, Town, County(ies): City of Watertown, Jefferson County

The anticipated start day of preliminary design: January 2018

The anticipated letting date: Spring 2020

The anticipated construction completed date: December 2020

### 1.02 Project Manager

The **Sponsor's** Project Manager for this project is Justin Wood, who can be reached at (315) 785-7740 or [jwood@watertown-ny.gov](mailto:jwood@watertown-ny.gov).

All correspondence to the **Sponsor** should be addressed to:

Justin Wood  
City Engineer  
City of Watertown  
City Hall, Suite 305  
245 Washington Street  
Watertown, NY 13601

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

### 1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

### 1.04 Categorization of Work

Project work is generally divided into the following sections:

~~Section 1 General~~  
Section 2 Data Collection & Analysis

~~Section 3 Preliminary Design~~  
Section 4 Environmental  
~~Section 5 Right-of-Way~~  
Section 6 Detailed Design  
~~Section 7 Advertising, Bid Opening and Award~~  
~~Section 8 Construction Support~~  
~~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 2, 4, 6 and 10.

#### 1.05 Project Familiarization

Not in supplemental agreement.

#### 1.06 Meetings

Not in supplemental agreement.

#### 1.07 Cost and Progress Reporting

For the duration of this agreement, 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 design of this project will be progressed in accordance with the current version of the *NYSDOT 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.

#### 1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT 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 *NYS DOT PLAFAP Manual*

## Section 2 – Data Collection & Analysis

### 2.01 Design Survey

#### A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field and right of way boundary survey. The limits of the survey along Massey Street will be as shown on the enclosed drawing.

At the Court Street bridge, topographic survey shall include the north abutment of the Old Court Street bridge which shall include the corners of the existing abutment, include the area from the base of the old abutment to the edge of water, 10 feet to the west of the old abutment and along the top of the abutment survey shall extend along the entire face of the old abutment for a distance of 50 feet.

The **Consultant** will provide terrain data required for design by means of a topographic field survey conforming to Chapter 21 of the *Highway Design Manual*. The survey data will be provided in MicroStation format with a digital terrain model. Services to be completed include establishing horizontal and vertical control, locating all planimetric features, collection of data and generating a digital terrain model for contouring, storm and sanitary sewer/septic size and location, and utilities mapping (telephone, gas, electric and cable) within the general area shown on Figure 1 attached.

The topographic survey will include, locating all features and bridge elements within the limits described above. In all cases NYSDOT survey standards will be followed.

The **Consultant** expects little to no direct contact with property owners/public by the survey crews. The **Sponsor** shall provide all notices with respect to the work as it deems necessary.

#### B. Photogrammetric Survey

Not in supplemental agreement

#### C. Stream Survey

Not in supplemental agreement

#### D. Survey of Wetland Boundaries

Not in supplemental agreement.

#### E. Supplemental Survey

Not in supplemental agreement

## F. Standards

Survey will be done in accordance with the standards set forth in the *NYS DOT Land Surveying Standards and Procedures Manual* and in accordance with local standards described in Section 10 of this SOS.

Project control will conform to the following:

Horizontal project control

- All horizontal coordinates will be on the State Plane Coordinate System based on North American Datum of 1983 (NAD 83 CORS). Whenever practical and economical, the survey should be tied into the NAD 83-2011 Base Network.
- Primary project control, established by GPS techniques, should be of at least C2-I order as defined in *Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques*, Federal Geodetic Control Committee.
- Primary project control, established by conventional techniques, should be of at least second order, class II, as defined in *Standards and Specifications for Geodetic Control Networks*, Federal Geodetic Control Committee, 1984. After initial angular adjustment, all traverses should reflect a precision of at least 1 part in 20,000 parts to qualify for final adjustment and then as project control.

Vertical project control

- Elevations will be based on the North American Vertical Datum of 1988 (NAVD 88).
- To qualify for adjustment, level run error, expressed in feet, must close within  $0.03 \sqrt{d}$ , where d is equal to the length of the level run in miles.
- Level runs should begin and end on bench marks classified as at least second order, class II. Whenever practical and economical, use two different bench marks to begin and end vertical surveys.

Abbreviated Control Report

A summary of horizontal and vertical control established will be provided, consisting of narratives describing methods and resultant printouts.

## 2.02 Design Mapping

The **Consultant** will provide the following design mapping that conforms to Chapter 21 of the *Highway Design Manual*. The mapping shall be tied into the New York State Grid Coordinate System. The mapping will be provided in MicroStation/InRoads format:

- 1" = 20' scale mapping (22" x 34") with points and 1-foot contour intervals

The **Consultant** will provide supplemental mapping when needed for design purposes and to keep the mapping current for the duration of the project.

All base mapping will be performed using the MicroStation Version V8i. Drawing files will conform to current NYSDOT level, line and symbology configurations (latest NYSDOT distribution).

All dimensions will be in U.S. Survey Feet.

**2.03 Determination of Existing Conditions**

Not in supplemental agreement.

**2.04 Accident Data and Analysis**

Not in supplemental agreement.

**2.05 Traffic Counts**

Not in supplemental agreement.

**2.06 Capacity Analysis**

Not in supplemental agreement.

**2.07 Future Plans for Trails and Coordination with Other Projects**

Not in supplemental agreement.

**2.08 Soil Investigations**

Not in supplemental agreement.

**2.09 Hydraulic Analysis**

Not in supplemental agreement.

**2.10 Bridges to be Rehabilitated**

A. Inspection

Not in supplemental agreement.

B. Bridge Deck Evaluation

For bridges in which the deck will be rehabilitated, the Consultant will perform a bridge deck evaluation in accordance with NYSDOT Bridge Deck Evaluation Manual and NYSDOT Bridge Inspection Manual.

C. Load Rating of Existing Bridge

Not in supplemental agreement.

D. Fatigue Evaluation

Not in supplemental agreement.

**2.11 Pavement Evaluation**

Not in supplemental agreement.

### **Section 3 - Preliminary Design**

No work to be done under Supplemental Agreement.

## Section 4 – Environmental

### 4.01 NEPA Classification

Not in supplemental agreement.

### 4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. The project is assumed to be a Type II Action under SEQRA because it is a replacement in kind and traffic control.

- ~~drafting letters to involved agencies to determine the lead agency~~
- ~~drafting Environmental Assessment Form(s)~~
- ~~drafting a negative declaration~~
- ~~drafting a positive declaration~~
- ~~drafting notices~~

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

### 4.03 Smart Growth

Not in supplemental agreement.

### 4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- ~~General Ecology and Endangered Species~~
- ~~Ground Water~~
- ~~Surface Water~~
- ~~State Wetlands~~
- Federal Jurisdictional Wetlands
- ~~Floodplains~~
- Coastal Zone Management
- ~~Navigable Waterways~~
- Historic Resources
- ~~Parks~~
- ~~Hazardous Waste~~
- ~~Asbestos~~
- ~~Noise~~

- ~~Air Quality~~
- ~~Energy~~
- ~~Farmlands~~
- ~~Invasive Species~~
- ~~Visual Impacts~~
- ~~Critical Environmental Areas~~
- ~~Smart Growth~~
- ~~Environmental Justice~~

Work will be performed, as detailed in the *PLAFAP Manual* and detailed in the *PDM* and the *TEM*, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

#### 4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Sponsor** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the *PLAFAP Manual*, as well as in the *PDM* and the *TEM*. Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

No detailed studies or analyses anticipated. A phase 1A-1B Cultural Resource Survey is not anticipated, pending NYSDOT/SHPO review of the Project Submittal Package. If required, it will be added by supplemental agreement. Any other detailed studies or analyses determined to be required as a result of the screening process under Section 4.04 will be added by supplemental agreement.

#### 4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification(s), including but not necessarily limited to:

- US Army COE Section 404 Permit
- NYSDEC Section 401 Water Quality Certification

#### 4.07 Public Hearing

Not in supplemental agreement.

## **Section 5 - Right-of-Way**

No work to be done under Supplemental Agreement.

## Section 6 - Detailed Design

### 6.01 Preliminary Bridge Plans

#### A. New and Replacement Bridges

Not in supplemental agreement.

#### B. Bridge Rehabilitations

For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Sponsor** for review a Preliminary Bridge Rehabilitation Plan, which will be sufficiently developed to:

- Show basic concepts and major details (including all existing and proposed utilities).
- Acquaint affected parties with the project and project components.
- Serve as an instrument for initial approval.
- Provide a basis for the development of final plans.

The plan should indicate maintenance and protection of traffic provisions and be accompanied by a cost estimate.

#### C. Selected Structural Treatment

The **Consultant** will modify the Preliminary Bridge Rehabilitation Plan to incorporate **Sponsor** review comments.

The **Sponsor** will approve the selected structural treatment and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

### 6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete.

As part of this task the **Consultant** will prepare templated cross sections in areas where necessary.

Advance Detail Plans will be in accordance with Chapter 21 of the *NYSDOT Highway Design Manual*.

The **Consultant** will prepare and submit 3 copies of the ADP's to the **Sponsor** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

### 6.03 Contract Documents

The **Consultant** will prepare a complete package of build-ready contract documents. The package will include, as necessary:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i. e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract documents to the NYSDOT as described in the *PLAFAP Manual*.

### 6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

### 6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Department Support Section of the NYSDOT Design Quality Assurance Bureau (see *PLAFAP Manual* Appendix 10-8).

### 6.06 Railroads

Not in supplemental agreement.

### 6.07 Bridge Inventory and Load Rating Forms

Not in supplemental agreement.

### 6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

**Section 7 - Advertisement, Bid Opening and Award**

No work to be done under Supplemental Agreement.

## **Section 8 - Construction Support**

No work to be done under Supplemental Agreement.

## **Section 9 - Construction Inspection**

No work to be done under Supplemental Agreement.

## **Section 10 - Estimating & Technical Assumptions**

### **10.01 Estimating Assumptions**

Section 2 Estimate two bridge deck rehabilitations will be analyzed.

Estimate 4 – 3” diameter bridge deck cores, 6” deep, with 3 chloride tests per core pavement cores.

Estimate 8 – 1” diameter bridge cores, 6” deep, with powder testing for chlorides.

Estimate 1 field meeting with NYSDOT and City of Watertown to review all curb ramp locations.

Section 4 Estimate 1 Detailed Environmental Analyses will be required for Coastal Zone Management.

Estimate preparation of a revised PSP for Cultural Resources. Estimate no Phase 1A or 1B Cultural Resource Assessments will be required.

Estimate 2 additional permits will be required.

Section 6 Final Design for this supplemental agreement will include:

- Development of highway and bridge plans.
- Structural rehabilitation design of the bridge deck and old stone masonry wing wall of the old Court Street bridge.
- Design of underdrain system along the west curb line of Massey Street from south of Arsenal Street to Clinton Street.
- Design of new ADA compliant pedestrian signals at three additional intersections.
- Design of ADA compliant curb ramps throughout the project study area.

## **10.02 Technical Assumptions**

### Design Survey

1. MPT traffic control will not be required for survey work.
2. GPS methods and equipment will be used to establish horizontal control.
3. Design mapping will be provided in English Units and .dgn (MicroStation) electronic format only, with InRoads DTM.
4. Base mapping will be 1" = 20' scale mapping (22" x 34") using the US survey foot and the contour interval will be 1 foot.
5. NYSDOT feature codes will be used.

### Determination of Existing Conditions

1. It is assumed that the preferred bridge deck rehabilitation treatment will be hydrodemolition to below the top mat of the deck and replacement with a high performance concrete overlay.

### Hydraulic Investigations

1. It is assumed that a full hydraulic analysis will not be performed. The existing flood data will be reviewed and elevations evaluated in comparing them to any potential impact from the bridge modification option. A hydraulic evaluation report will not be prepared. The results of the hydraulic screening will be incorporated into the design report.

### Bridges to be Rehabilitated

1. It is assumed that a load rating and fatigue evaluation have been completed as part of the NYSDOT biennial bridge inspection program and will not be performed as part of this contract.

### Environmental

1. It is assumed that this project will be progressed with an Uncoordinated Review.
2. Environmental screening tasks will only include Coastal Zone Management
3. A commercial database search firm will be utilized to assist with the historic review. It is assumed that Sanborn map coverage will not be available for the project area.
4. It is assumed that the Cultural Resources screening will follow the revised (December 2012) PLAFAP Chapter 7 process for compliance with Section 106 of the NHPA. It is assumed that a geomorphologic study will not be required as a component of the CR investigations.

5. A revised Project Submittal Package will be prepared and submitted to the Regional Local Project Liaison (RLPL) for RCRC review. No allowance has been made for a site visit with the RCRC following PSP submittal. It is assumed that the RCRC will issue a “No Effect” Finding based on the revised PSP.
6. It is assumed that US Army COE Section 404 and NYSDEC Section 401 Water Quality Certification permits will be required.
7. No allowance has been made for environmental hearings.
8. Fisher Associates has assumed that revisions required to preliminary reports and deliverable documents will be minor and will be primarily editorial in nature, and the estimated level of effort is commensurate with this assumption.

#### Detailed Design

1. Final design will be completed for the bridge deck rehabilitation, old stone masonry wing wall of the old Court Street bridge, and installation of underdrains along Massey Street as well as upgrade of pedestrian signals at three locations.
2. Design of the bridge deck rehabilitation of the Court Street bridge deck will also include removing and resetting the curbing by removing approximately one foot of the sidewalk so that the curb can be pinned into the portion of the sidewalk that will be replaced.
3. The proposed repair of the old stone masonry wing wall that entails forming a concrete footing pinned onto the rock bed in front of the stone wall and constructing a concrete facing, approximately 12-15 in. thick, on the footing in front of the wall to an elevation above the damaged area. The cavity which has formed will be filled with K-crete (CLSM fill) to replace the loss of fill behind the wall.
4. Up to 70 curb ramps will be designed for compliance with standards.
5. Design of the underdrains will include replacement of curbing.

**ATTACHMENT C**

Exhibit A, Page 1  
Salary Schedule

FISHER ASSOCIATES, PE, LS, LA, DPC  
PIN 7753.62  
Massey Street, Coffeen Street and Court Street Bridge Project  
City of Watertown  
Date: 6/20/19

JOB TITLE	ASCE (A) AVERAGE HOURLY RATES OR NICET (I) GRADE	AVERAGE HOURLY RATES		MAX. HOURLY RATES			OVERTIME CATEGORY
		PRESENT 11/2018	PROJECTED 04/2019	2018	2019	2020	
Project Manager	VIII (A)	76.93	73.50	73.50	73.50	73.50	A
Project Manager	VII (A)	60.79	62.61	73.12	73.50	73.50	A
Project Engineer	V (A)	54.04	55.66	65.10	67.05	69.06	A
Environmental Scientist	IV (A)	47.01	48.42	55.00	56.65	58.35	B
Design Engineer	IV (A)	46.78	48.18	53.50	55.11	56.76	B
Engineer	III (A)	37.78	38.91	41.25	42.49	43.76	B
Senior Designer	III (A)	39.55	40.74	43.60	44.91	46.26	B
Junior Engineer	III (A)	27.85	28.69	31.00	31.93	32.89	B
Sr. Engineering Technician	III (N)	43.01	44.30	43.27	44.57	45.91	C
Jr. Engineering Technician	I (N)	23.01	23.70	24.60	25.34	26.10	C
Senior Cad Operator	III (N)	34.63	35.67	39.50	40.69	41.91	C
Cad Operator	II (N)	26.83	27.63	27.50	28.33	29.18	C
Team Leader	V (A)	61.07	62.90	65.10	67.05	69.06	B
Assistant Team Leader	III (A)	48.05	49.49	50.10	51.60	53.15	B
Sr. Engineering Tech/Resident En	IV (N)	44.60	45.94	48.50	49.96	51.46	C
Engineering Technician	III (N)	40.66	41.88	43.60	44.91	46.26	C
Assoc. Engineering Tech.	II (N)	31.38	32.32	32.00	32.96	33.95	C
Survey Manager	III (N)	57.55	59.28	60.10	61.90	63.76	A
Project Surveyor	III (N)	42.33	43.60	55.00	56.65	58.35	B
Project Surveyor	II (N)	33.18	34.18	36.00	37.08	38.19	C
Survey Technician	III (N)	28.20	29.05	30.40	31.31	32.25	C
Party Chief (Office)	III (N)	28.66	29.52	36.00	37.08	38.19	C
Instrument Person (Office)	II (N)	22.25	22.92	27.00	27.81	28.64	C
Technical Typist	NA	21.60	22.25	23.50	24.21	24.94	C
Party Chief (Field)*	III (N)	28.66	29.52	36.00	37.08	38.19	C
Instrument Person (Field)*	II (N)	22.25	22.92	27.00	27.81	28.64	C

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in Exhibit E of the original agreement.

OVERTIME POLICY

Category A - No overtime compensation.  
Category B - Overtime compensated at straight time rate.  
Category C - Overtime compensated at straight time rate x 1.50.

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

\*Prevailing Wage Rates - The difference between the required prevailing wage rate and the normal hourly rate is considered a direct cost:

		Prevailing Rate	Projected Rate	Normal Rate	Difference	Payroll Additive	Total
Party Chief	III (N)	\$40.45	\$41.66	\$29.52	\$12.14	\$1.64	\$13.78
Instrument Person	II (N)	38.17	39.32	22.92	16.40	2.21	18.61

\*Supplemental Benefits are also considered direct costs. The net benefit is the difference between required amounts and deduct made through existing plans (overhead):

		Prevailing Benefit	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party Chief	III (N)	\$25.75	\$6.88	\$18.87	\$0.00	\$2.55	\$21.42
Instrument Person	II (N)	25.75	5.22	20.53	0.00	2.77	23.30

FISHER ASSOCIATES, PE, LS, LA, DPC  
PIN 7753.62  
Massey Street, Coffeen Street and Court Street Bridge Project  
City of Watertown  
Date: 6/20/19

JOB TITLE	ASCE (A) OR NICET (N) GRADE	T A S K S									Total Hours	PROJECT HOURLY RATE	DIRECT TECHNICAL LABOR
		Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9			
Project Manager	VIII (A)										0	73.50	0.00
Project Manager	VII (A)	0	24	0	0	0	0	0	0	0	24	62.61	1,502.64
Project Engineer	V (A)	0	40	0	0	0	72	0	0	0	112	55.66	6,233.92
Environmental Scientist	IV (A)										0	48.42	0.00
Design Engineer	IV (A)	0	0	0	5	0	115	0	0	0	120	48.18	5,781.60
Engineer	III (A)										0	38.91	0.00
Senior Designer	III (A)	0	0	0	20	0	172	0	0	0	192	40.74	7,822.08
Junior Engineer	II/I (A)	0	0	0	0	0	64	0	0	0	64.0	25.62	1,639.68
Sr. Engineering Technician	III (N)										0	44.30	0.00
Jr. Engineering Technician	I (N)	0	0	0	8	0	0	0	0	0	8	23.70	189.60
Senior Cad Operator	III (N)	0	0	0	0	0	58	0	0	0	58	35.67	2,068.86
Cad Operator	II (N)	0	0	0	5	0	0	0	0	0	5	27.63	138.15
Team Leader	V (A)										0	62.90	0.00
Assistant Team Leader	III (A)										0	49.49	0.00
Sr. Engineering Tech/Resident E	IV (N)	0	0	0	35	0	0	0	0	0	35	45.94	1,607.90
Engineering Technician	III (N)										0	41.88	0.00
Assoc. Engineering Tech.	II (N)										0	32.32	0.00
Survey Manager	III (N)										0	59.28	0.00
Project Surveyor	III (N)										0	43.60	0.00
Project Surveyor	II (N)										0	34.18	0.00
Survey Technician	III (N)										0	29.05	0.00
Party Chief (Office)	III (N)										0	29.52	0.00
Instrument Person (Office)	II (N)										0	22.92	0.00
Technical Typist	NA										0	22.25	0.00
Party Chief (Field)*	III (N)										0	29.52	0.00
Instrument Person (Field)*	II (N)										0	22.92	0.00
<b>TOTAL</b>		<b>0</b>	<b>64</b>	<b>0</b>	<b>73</b>	<b>0</b>	<b>481</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>618</b>		<b>\$26,984.43</b>

Exhibit B, Page 1  
 Estimate of Direct Non-Salary Cost

**FISHER ASSOCIATES, PE, LS, LA, DPC**  
 PIN 7753.62  
 Massey Street, Coffeen Street and Court Street Bridge Project  
 City of Watertown  
 Date: 6/20/19

**EXPENDABLE COSTS**

1. Travel, Lodging & Subsistence

*Personal Vehicle*

<u>Trips to</u>	<u>trips</u>	<u>miles per</u>		
Site	0	150	miles/trip	0
Meetings		230	miles/trip	0
Region			miles/trip	0
On-Site		10	miles/trip	0

Total Mileage - Personal Vehicle 0 @ \$0.580 \$0.00

*Inspection Van*

<u>Trips to</u>	<u>trips</u>	<u>miles per</u>		
Site (from Rochester)	0	230	miles/trip	0
Region (from Rochester)			miles/trip	0
On-Site	0	10	miles/trip	0

Total Mileage - Survey Van 0 @ \$0.580 \$0.00

Per Diem	0 people for	2 days @	\$46.00 /day	\$0.00
Lodging	0 people for	2 nights @	\$83.00 /night	\$0.00
Tolls	trips @	/trip		\$0.00
Rental Car	0 days @	\$50.00 /day		\$0.00

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$0.00

2. Reproduction, Drawings & Reports

	<u>sheets/set</u>	<u>sets</u>	<u>cost/sheet</u>	
Vellums (22"x34")			\$10.13	\$0.00
Blueprint (22"x34")			\$1.30	\$0.00
Mylar (22"x34")			\$10.39	\$0.00
B & W Copies (8½"x11")			\$0.09	\$0.00
B & W Copies (11"x17")			\$0.18	\$0.00
Color Print (8½"x11")			\$0.99	\$0.00
Color Print (11"x17")			\$1.98	\$0.00

TOTAL REPRODUCTION, DRAWINGS & REPORTS \$0.00

3. Owner's Protective Insurance (Estimated)

\$0.00

4. Mailings & Deliveries

0 months @	4 mailings/month	\$2.80 per mailing	\$0.00
0 months @	1 deliveries/month	\$15.00 per delivery	\$0.00

TOTAL MAILINGS & DELIVERIES \$0.00

5. Long Distance Phone

months@	calls/month	\$2.00 per call	\$0.00
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6. Survey Personnel Costs

Wage Differential		Hours	@	Rate	
Party Chief	III (N)	0		\$13.78	\$0.00
Instrument Person	II (N)	0		18.61	0.00

SUBTOTAL Wage Differential \$0.00

Supplemental Benefits		Hours	@	Rate	
Party Chief	III (N)	0		\$21.42	\$0.00
Instrument Person	II (N)	0		23.30	0.00

SUBTOTAL Supplemental Benefits \$0.00

TOTAL SURVEY PERSONNEL COSTS 0.00

TOTAL DIRECT NON - SALARY COST \$0.00

**SUB-CONTRACTOR COSTS**

Deck Cores	6660
WZTC	5700

TOTAL DIRECT NON - SALARY COST, SUB-CONTRACTOR COST \$12,360.00

Exhibit C  
Summary

-----  
**FISHER ASSOCIATES, PE, LS, LA, DPC**

PIN 7753.62

Massey Street, Coffeen Street and Court Street Bridge Project

City of Watertown

Date: 6/20/19

Item IA, Direct Technical Salaries (estimated) subject to audit	\$26,984
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	0
Item IIA, Direct Non-Salary Cost (estimated) subject to audit	0
Item IIB Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	12,360
Item III, Overhead (169%) (estimated) subject to audit	45,603
Item IV, Fixed Fee (negotiated)	8,000
Item IIC Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost) Aubertine & Courier	7,627
Total Estimated Cost	----- \$100,574
MAXIMUM AMOUNT PAYABLE	\$101,000 =====

#VALUE!

Exhibit A, Page 1  
Salary Schedule

Aubertine and Currier Architects, Engineers, & Land Surveyors, PLLC  
PIN 7753.62  
City of Watertown Massey Street Coffeen Street and Court Street Bridge Project  
Jefferson County, New York  
Date: April 3, 2019

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES			MAX. HOURLY RATES			OVERTIME CATEGORY
		PRESENT Apr-19	PROJECTED Apr-20		2019	2020	2021	
Project Manager	VII (A)	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	A
Project Engineer/Architect	VI (A)	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	A
Design Engineer/Architect	IV (A)	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	C
Project Licensed Surveyor	VI (A)	\$60.10	\$61.90		\$60.10	\$61.90	\$63.76	A
Licensed Surveyor	IV (N)	\$29.36	\$30.24		\$29.36	\$30.24	\$31.15	C
Senior Cad Operator	III (N)	\$23.34	\$24.04		\$23.34	\$24.04	\$24.76	C
Survey Tech	III (N)	\$28.00	\$28.84		\$28.00	\$28.84	\$29.71	C
Party Chief (Office)	III (N)	\$26.00	\$26.78		\$26.00	\$26.78	\$27.58	C
Instrument Person (Office)	II (N)	\$23.80	\$24.51		\$23.80	\$24.51	\$25.25	C
Rod Person (Office)	I (N)	\$18.51	\$19.07		\$18.51	\$19.07	\$19.64	C
Party Chief (Field)	III (N)	\$26.00	\$26.78		\$26.00	\$26.78	\$27.58	C
Instrument Person (Field)	II (N)	\$23.80	\$24.51		\$23.80	\$24.51	\$25.25	C
Rod Person (Field)	I (N)	\$18.51	\$19.07		\$18.51	\$19.07	\$19.64	C

NOTES:

Hourly rates shall not exceed those shown above or the current NYS DOT Maximum Allowable, as described in Exhibit E of the original agreement.

OVERTIME POLICY:

- Category A - No overtime compensation.
- Category B - overtime compensated at straight time rate.
- Category C - overtime compensated at straight time rate x 1.50

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

\*Prevailing Wage Rates - The difference between the required prevailing wage rate and the normal hourly rate is considered a direct cost:

		Prevailing Rate	Projected Rate	Normal Rate	Difference	Payroll Additive	Total
Party Chief	III (N)	\$41.40	\$42.64	\$26.00	\$16.64	\$2.23	\$18.87
Instrument Person	II (N)	\$38.02	\$39.16	\$23.80	\$15.36	\$2.06	\$17.42
Rod Person	I (N)	\$28.12	\$28.96	\$18.51	\$10.45	\$1.40	\$11.85

Supplemental Benefits (also considered direct costs)

The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

		Prevailing Benefit	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party Chief	III (N)	\$24.90	\$3.61	\$21.29	\$0.00	\$2.85	\$24.14
Instrument Person	II (N)	\$24.90	\$3.45	\$21.45	\$0.00	\$2.87	\$24.32
Rod Person	I (N)	\$24.90	\$1.31	\$23.59	\$0.00	\$3.16	\$26.75

Exhibit A, Page 2  
Staffing Table

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**Aubertine and Currier Architects, Engineers, & Land Surveyors, PLLC**  
 PIN 7753.62  
 City of Watertown Massey Street Coffeen Street and Court Street Bridge Project  
 Jefferson County, New York  
 Date: April 3, 2019

JOB TITLE	ASCE (A) OR NICET (N)	T A S K S									Total Hours	PRESENT HOURLY RATE	DIRECT TECHNICAL LABOR
	GRADE	Sect. 1	Sect. 2	Sect. 3	Sect. 4	Sect. 5	Sect. 6	Sect. 7	Sect. 8	Sect. 9			
Project Manager	VII (A)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Project Engineer/Architect	VI (A)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Design Engineer/Architect	IV (A)	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Project Licensed Surveyor	VI (A)	0	3	0	0	0	0	0	0	0	3	\$ 60.10	\$ 180.30
Licensed Surveyor	IV (N)	0	0	0	0	0	0	0	0	0	0	\$ 29.36	\$ -
Senior Cad Operator	III (N)	0	24	0	0	0	0	0	0	0	24	\$ 23.34	\$ 560.16
Survey Tech	III (N)	0	4	0	0	0	0	0	0	0	4	\$ 28.00	\$ 112.00
Party Chief (Office)	III (N)	0	1	0	0	0	0	0	0	0	1	\$ 26.00	\$ 26.00
Instrument Person (Office)	II (N)	0	1	0	0	0	0	0	0	0	1	\$ 23.80	\$ 23.80
Rod Person (Office)	I (N)	0	0	0	0	0	0	0	0	0	0	\$ 18.51	\$ -
Party Chief (Field)	III (N)	0	24	0	0	0	0	0	0	0	24	\$ 26.00	\$ 624.00
Instrument Person (Field)	II (N)	0	24	0	0	0	0	0	0	0	24	\$ 23.80	\$ 571.20
Rod Person (Field)	I (N)	0	0	0	0	0	0	0	0	0	0	\$ 18.51	\$ -
<b>TOTAL</b>		<b>0</b>	<b>81</b>	<b>0</b>	<b>81</b>		<b>\$ 2,097.46</b>						

Exhibit B, Page 1  
 Estimate of Direct Non-Salary Cost

Aubertine and Currier Architects, Engineers, & Land Surveyors, PLLC  
 PIN 7753.62  
 City of Watertown Massey Street Coffeen Street and Court Street Bridge Project  
 Jefferson County, New York  
 Date: April 3, 2019

**EXPENDABLE COSTS**

1. Travel, Lodging and Subsistence

Survey Vehicle

<u>Trips to</u>	<u>trips</u>	<u>miles per trip</u>				
Site (From Watertown)	3	4 miles/trip	12			
Site (Supplemental)	0	4 miles/trip	0			
			Total Mileage-Survey Vehicle	12	@	\$ 0.535 \$ 6.42

Survey Vehicle

<u>Trips to</u>	<u>trips</u>	<u>miles per trip</u>				
County Clerk	0	4 miles/trip	0			
Site	0	0 miles/trip	0			
			Total Mileage-Survey Van	0	@	\$ 0.535 \$ -

Per Diem - (First and Last Day)	0 days @	\$ 38.25 /day		\$ -
Per Diem - (Full Day)	0 days @	\$ 51.00 /day		\$ -
Lodging -	0 nights @	\$ 91.00 /night		\$ -
Tolls -	0 trips @	\$ - /trip		\$ -
Boat Rental -	0 days @	\$ 100.00 /day		\$ -

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$ 6.42

2. Survey Personnel Costs

Prevailing Wage Differential

		Hours	@	Rate		
Party Chief	III (N)	24		\$ 18.87	\$ 452.93	
Instrument Person	II (N)	24		\$ 17.42	\$ 418.09	
Rod Person	I (N)	0		\$ 11.85	\$ -	

SUBTOTAL Wage Differential \$ 871.02

Supplemental Benefits

		Hours	@	Rate		
Party Chief	III (N)	24		\$ 24.14	\$ 579.36	
Instrument Person	II (N)	24		\$ 24.32	\$ 583.68	
Rod Person	I (N)	0		\$ 26.75	\$ -	

SUBTOTAL Supplemental Benefits \$ 1,163.04

TOTAL SURVEY PERSONNEL COSTS \$ 2,034.06

3. Reproduction, Drawings & Report

	<u>sheets/set</u>	<u>sets</u>	<u>cost/sheet</u>		
B & W Copies (8.5 x 11)	70	0	0.09	\$ -	
B & W Copies (11 x 17)	20	0	0.18	\$ -	
Color Print (8.5 x 11)	150	0	0.99	\$ -	
Color Print (11 x 17)	35	0	1.98	\$ -	
Blueprints (22x34)	4	0	1.3	\$ -	
Mylars (22x34)	35	0	10.39	\$ -	
Vellums (22x34)	35	0	10.13	\$ -	

TOTAL DRAWING, REPORT, REPRODUCTION \$ -

4. Project Photos (Prints from Digital)

prints @ \$0.50 per print \$ -

5. Mailings

18 months @ 0 mailings/mo. \$2.50 per mailing \$ -  
 6 months @ 0 deliveries/mo. \$15.00 per mailing \$ -

6. Analytical Laboratory & Special Environmental Costs

7. County Clerk Deeds and Map Copies

\$ 25.00  
 \$ 25.00

8. Bathymetric Surveying and Mapping Subconsultant for Deep Water Hydro Sections

\$ -

TOTAL DIRECT NON - SALARY COST, Items 1-7 - Carry to Exhibit C \$ 2,065.48

**STAFF HOUR ESTIMATE - Project Summary**  
**City of Watertown Massey Street Coffeen Street and Court Street Bridge Project**

Date: April 3, 2019

	PROJ. MNGR.	PROJ. ENGR./ ARCH.	DES. ENGR./ ARCH	PROJ. LIC SURV	LIC SURV.	SR. CADD OPER.	SURV. TECH.	PARTY CHIEF OFFICE	INST./ PERSON OFFICE	ROD PERSON OFFICE	PARTY CHIEF FIELD	INST./ PERSON FIELD	ROD PERSON FIELD	TASK SUB- TOTAL
SECTION 1 - GENERAL SCOPING	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 2 - DATA COLLECTION & ANALYSIS	0	0	0	3	0	24	4	1	1	0	24	24	0	81
SECTION 3 - PRELIMINARY DESIGN	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 4 - ENVIRONMENTAL	0.0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 5 - RIGHT-OF-WAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 6 - DETAILED DESIGN	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 7 - ADVERTISEMENT, BID OPENING & AWARD	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 8 - CONSTRUCTION SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SECTION 9 - CONSTRUCTION INSPECTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>24</b>	<b>4</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>24</b>	<b>24</b>	<b>0</b>	<b>81</b>

Exhibit C  
Summary

-----  
**Aubertine & Currier, PLLC**

PIN 7753.62

City of Watertown Massey Street Coffeen Street and Court Street  
Jefferson County, New  
York

Date: April 3, 2019

Item IA, Direct Technical Salaries (estimated) subject to audit	\$2,097.46
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0.00
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$2,065.48
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$0.00
Item III, Overhead (134.00%) NYSDOT Approved OH Rate	\$2,810.60
Item IV, Profit (Item IA, 50% of Item II, and Item III) 11%	\$653.49
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	<u>\$0.00</u>
Total Estimate Cost	<u><u>\$7,627.03</u></u>

**LOCALLY ADMINISTERED PROJECTS TASK LIST  
STAFF HOUR ESTIMATE - SECTION 2, DATA COLLECTION AND ANALYSIS  
City of Watertown Massey Street Coffeen Street and Court Street Bridge Project**

TASK NO.	WORK TO BE COMPLETED	PROJ. MNGR.	PROJ. ENGR./ ARCH.	DES. ENGR./ ARCH	PROJ. LIC SURV	LIC SURV.	SR. CADD OPER.	SURV. TECH.	PARTY CHIEF OFFICE	INST./ PERSON OFFICE	ROD PERSON OFFICE	PARTY CHIEF FIELD	INST./ PERSON FIELD	ROD PERSON FIELD	TASK SUB-TOTAL
<b>2.00</b>	<b>DATA COLLECTION &amp; ANALYSIS</b>														
<b>2.01</b>	<b>DESIGN SURVEY - AUBERTINE &amp; CURRIER</b>														
	A. Ground Survey (Control and Planimetrics)														0
	Supervision and Coordination				2			2	1	1					6
	Travel														0
	Horizontal and Vertical Control - Static, Level Run, Tie Sheets, Traverse, BMs											24	24		48
	Topographic Survey														0
	B. Photogrammetric Survey (NOT INCLUDED)														0
	C. Stream X-Section Hydraulic Survey (NOT INCLUDED)														0
	D. Existing Bridge Data														0
	E. Supplemental Survey														0
<b>2.02</b>	<b>DESIGN MAPPING - AUBERTINE &amp; CURRIER</b>														
	A. Import Data Collection Data														0
	Import and Review Data and Preliminary Line Work														0
	Process GPS Data and Control Data														0
	Review Survey Data QA/QC				1			2							3
	1"=20' mapping with 1 ft contours						24								24
	Utility Mapping														0
	Control Sheet Mapping														0
	Control Tie Sheets														0
	B. Photogrammetric Survey (NOT INCLUDED)														0
	C. Stream X-Section Mapping and Data Preparation (NOT INCLUDED)														0
	D. Existing Bridge Data Mapping														0
	E. Supplemental mapping														0
<b>PART 2 - PRELIMINARY HIGHWAY DESIGN</b>		0	0	0	3	0	24	4	1	1	0	24	24	0	81

Res No. 5

July 12, 2019

To: Richard M. Finn, City Manager

From: Michael A. Lumbis, Planning & Community Development Director

Subject: Approving and Endorsing an Application to NYS Homes and Community Renewal for Funding Under the New York Main Street Program for the 221-223 State Street Building Revitalization Project.

The owners of 221-223 State Street, 221-223 State Street Properties LLC, are currently seeking funding for the redevelopment and rehabilitation of their building. The building, historically known as the Lansing Block or Musselman Building, is located on the north side of State Street, one building from Public Square.

The owners are planning to partner with Neighbors of Watertown, Inc. to apply for funding through the New York Main Street (NYMS) Downtown Anchor Program. Eligible applicants for the NYMS program are units of local government or organizations incorporated under the NYS Not-for-Profit Corporation Law. Neighbors of Watertown would administer the grant and oversee the implementation of the project on behalf of the owners.

NYMS Downtown Anchor Project funds are intended to help establish or expand cultural, residential or business anchors that are key to local downtown revitalization efforts through substantial interior and/or exterior building renovations. The proposed rehabilitation of 221-223 State Street will involve improvements to the front and rear façades, a new roof, building mechanicals and other related improvements. The project will make significant exterior improvements to one of lower State Street's anchor buildings.

One of the application requirements is that the municipality in which the proposed project is located must adopt a resolution supporting the application. The resolution must be passed prior to the application deadline and be included in the application. The application deadline is July 26.

A resolution has been prepared for City Council consideration that authorizes and supports the application for funding through the New York Main Street Program for the 221-223 State Street Building Revitalization Project.

**ACTION:** The City Manager recommends approval.

# RESOLUTION

Page 1 of 2

Approving and Endorsing an Application to NYS Homes and Community Renewal for Funding Under the New York Main Street Program for the Redevelopment of 221-223 State Street

- 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 Council of the City of Watertown desires to continue its efforts and long-standing commitment to support the revitalization of downtown Watertown, and

WHEREAS the New York State Office of Homes and Community Renewal (NYS HCR) has grant funding available through the New York Main Street Downtown Anchor Program for the purposes of establishing or expanding cultural, residential or business anchors that are key to local downtown revitalization efforts through substantial interior and/or exterior building renovations, and

WHEREAS 221-223 State Street, a key building in the downtown Watertown landscape, will be undergoing a transformative rehabilitation that will stimulate job growth and investment and will serve as a downtown anchor for years to come, and

WHEREAS the owners of the 221-223 State Street, 221-223 State Street Properties LLC, are seeking funding to complete the redevelopment and rehabilitation of their building, and

WHEREAS Neighbors of Watertown, Inc. desires to apply for up to \$500,000 in financial assistance on behalf of the owner through the 2019 Consolidated Funding Application under the New York Main Street Downtown Anchor Program, and

WHEREAS, the application proposes funding to assist the owners of 221-223 State Street to complete building renovations to their downtown building, and

WHEREAS, the proposed funding will contribute to ongoing community revitalization efforts, and

# RESOLUTION

Page 2 of 2

Approving and Endorsing an Application to NYS Homes and Community Renewal for Funding Under the New York Main Street Program for the Redevelopment of 221-223 State Street

- 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

WHEREAS, the grant application requires that the applicant obtain the approval and endorsement of the governing body of the municipality in which the project will be located,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves and endorses the 2019 New York Main Street Downtown Anchor Program application for assistance prepared and to be submitted by Neighbors of Watertown, Inc. for the rehabilitation of 221-223 State Street in downtown Watertown.

*Seconded by*

**Res No. 6**

MEMORANDUM

TO: Watertown City Council

FROM: Robert J. Slye, Esq.

DATE: July 12, 2019

RE: Resolution to Address Non-Partisan Primary

---

Mayor Butler's conversations with the Board of Elections have led him to the conclusion that the Commissioners do not believe that a recount of the recent primary for Mayor is justified. The Commissioners further believe that there is no legal authority which would permit a "run-off election." Given the announced "impasse," therefore, the Mayor has asked that I prepare a resolution for consideration by the City Council at its meeting scheduled for July 15<sup>th</sup>, asking that the Commissioners certify the names of three persons to advance to the November 2019 general election. The conclusion of the proposed resolution is that a fair reading of Section 18 of the Watertown Non-Partisan Primaries and Elections Law leads to the conclusion that, in the event of a tie, as occurred here, "the names of the persons who received the largest and next largest number of votes for Mayor," should include the top three vote-getters.

# RESOLUTION

Page 1 of 2

Asking that the Commissioners of the Jefferson County Board of Elections to Certify the Names of Three Persons to Advance to the November 2019 General Election for City Mayor

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 primary election was held in the City of Watertown on June 25, 2019 to determine, among other things, the names of the persons who received the largest and next largest number of votes for the office of City Mayor pursuant to Section 18 of the Watertown Non-Partisan Primaries and Elections Law contained at Chapter 247 of the Laws of 1993; and

WHEREAS, the mayoral primary resulted in the following vote tallies: Jeffrey M. Smith – 837 votes, Cody J. Horbacz – 597 votes, Allison I. Crossman – 597 votes, and Clifford G. Olney III – 365 votes; and

WHEREAS, Section 18 of the Watertown Non-Partisan Primaries and Elections Law requires the Jefferson County Board of Elections to certify, under the hand of its Secretary or Commissioners, the names of the persons who received the largest and the next largest number of votes for Mayor; and

WHEREAS, the Commissioners have announced that they are at an impasse on the issue of how Section 18 should be construed in connection with their certification, such that no certification has yet been made; and

WHEREAS, age-qualified citizens of the City of Watertown, as a matter of right under Article 2, Section 1 of the State Constitution, are entitled to vote at every election for all officers elected by the people; and

WHEREAS, the City Council of the City of Watertown, having been previously elected to hold their public offices and who have, severally, each entered upon the oath of office for their respective offices, duly represent the citizens of the City entitled to the right of suffrage to cast their ballot for the office of Mayor at the general election to be held in November of 2019; and

**RESOLUTION**

Page 2 of 2

Asking that the Commissioners of the Jefferson County Board of Elections to Certify the Names of Three Persons to Advance to the November 2019 General Election for City Mayor

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 Watertown City Council respectfully considers it to be its duty as a body to provide its opinion as to the names of persons who should be certified by the Commissioners as being the names of the persons who received the largest and next largest number of votes for Mayor, and, therefore who, on the filing of the certificate as required by Section 18 of the Watertown Non-Partisan Primaries and Elections Act of 1993, shall become the persons nominated for the office of Mayor and who shall appear on the ballot at the general election of 2019;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby respectfully acknowledges and appreciates the Jefferson County Board of Elections Commissioners' hesitation to certify the names to appear on the ballot for Mayor in the general election of November 2019 absent some direction or authority; and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown, on behalf of its citizens, desires that the Commissioners, in the mutual spirit of courtesy and respect of both the City's and the Commissioners' institutions and practices, desires that the Commissioners certify the following names as those nominated for the office of Mayor for the general election of 2019: Jeffrey M. Smith, Cody J. Horbacz and Allison I. Crossman; and

BE IT FURTHER RESOLVED, that the certification of these three persons, in the sense of the City Council, represents those who received the largest and next largest number of votes for Mayor as that as that term is used at Section 18 of the Watertown Non-Partisan Primaries and Elections Law of 1993.

*Seconded by*

Ord No. 1

July 8, 2019

To: Richard M. Finn, City Manager  
From: James E. Mills, City Comptroller  
Subject: Bond Ordinance Amendment – Court Street Bridge Rehabilitation and Coffeen and Massey Streets Resurfacing Project

Included in tonight's agenda was a resolution to approve a Supplemental Agreement with Fisher Associates for the design services related to the Court Street Bridge rehabilitation and Coffeen and Massey Streets resurfacing project. 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 (Fisher Associates)	\$ 402,000	
-Supplemental Agreement #1	<u>101,000</u>	\$ 503,000
Bonding Fees and Contingency		<u>\$ 22,000</u>
Total Estimated Cost		<u>\$ 525,000</u>

ACTION: City Manager recommends approval.



ORDINANCE

Page 1 of 5

An Ordinance Amending the Ordinance Dated June 4, 2018, Authorizing the Issuance of \$410,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Design Cost of the Rehabilitation of Court Street Bridge and Massey Street and Coffeen Street Resurfacing, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$525,000

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 July 15, 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 JULY 15, 2019.

WHEREAS, by ordinance dated June 4, 2018, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$410,000 bonds of said City to pay the design cost of the rehabilitation of Court Street Bridge and Massey Street and Coffeen Street resurfacing, 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 \$410,000, in and for the City of Watertown, Jefferson County, New York; and

ORDINANCE

Page 2 of 5

An Ordinance Amending the Ordinance Dated June 4, 2018, Authorizing the Issuance of \$410,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Design Cost of the Rehabilitation of Court Street Bridge and Massey Street and Coffeen Street Resurfacing, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$525,000

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 \$410,000 to \$525,000, an increase of \$115,000 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 June 4, 2018, authorizing the issuance of \$410,000 bonds to pay the design cost of the rehabilitation of Court Street Bridge and Massey Street and Coffeen Street resurfacing including incidental expenses in connection therewith, a specific object or purpose, at an estimated maximum cost of \$410,000, 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 \$525,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE DESIGN COST OF THE REHABILITATION OF COURT STREET BRIDGE AND MASSEY STREET AND COFFEEN STREET RESURFACING, IN AND FOR SAID CITY, TO INCREASE THE ESTIMATED MAXIMUM COST THEREOF AND THE AMOUNT OF BONDS AUTHORIZED TO \$525,000.”

....

“Section 1. For the specific object or purpose of paying the design cost of the rehabilitation of Court Street Bridge and Massey Street and Coffeen Street resurfacing, 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 \$525,000 bonds of said City pursuant to the provisions of the Local Finance Law.

ORDINANCE

Page 3 of 5

An Ordinance Amending the Ordinance Dated June 4, 2018, Authorizing the Issuance of \$410,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Design Cost of the Rehabilitation of Court Street Bridge and Massey Street and Coffeen Street Resurfacing, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$525,000

- 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 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$525,000 and that the plan for the financing thereof is by the issuance of the \$525,000 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.

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 \_\_\_\_\_

ORDINANCE

Page 4 of 5

An Ordinance Amending the Ordinance Dated June 4, 2018, Authorizing the Issuance of \$410,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Design Cost of the Rehabilitation of Court Street Bridge and Massey Street and Coffeen Street Resurfacing, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$525,000

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 .....

Table with 2 columns: YEA, NAY. It contains 6 empty rows for recording votes.

The ordinance was thereupon declared duly adopted.

\* \* \*

APPROVED BY THE MAYOR

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 July 15, 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:

ORDINANCE

Page 5 of 5

An Ordinance Amending the Ordinance Dated June 4, 2018, Authorizing the Issuance of \$410,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Design Cost of the Rehabilitation of Court Street Bridge and Massey Street and Coffeen Street Resurfacing, in and for Said City, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$525,000

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

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:

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 July \_\_, 2019.

\_\_\_\_\_  
City Clerk  
(CORPORATE SEAL)

*Seconded by*

Ord No. 2

July 8, 2019

To: Richard M. Finn, City Manager  
From: James E. Mills, City Comptroller  
Subject: Bond Ordinance – Cooper Street Outfall

Included in the Fiscal Year 2018-19 Capital Budget was a project to replace and rehabilitate the Cooper Street outfall sewer from Thompson Street to LeRay Street at an estimated cost of \$550,000 with the Sewer Fund contributing their portion as a transfer to the Capital Projects Fund from current resources. As staff is beginning to work on this project, a bond ordinance needs to be approved by City Council to fund the General Fund's portion of the project.

ACTION: City Manager recommends approval.

A handwritten signature in black ink, appearing to read "R. Finn", is written over the end of the "ACTION:" line.

ORDINANCE

Page 1 of 6

An Ordinance Authorizing the Issuance of \$275,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay Part of the \$550,000 Estimated Maximum Cost of the Replacement and Rehabilitation of the Cooper Street Outfall Sanitary Trunk Sewer, and Storm Sewer Improvements, in and for Said City

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. 6 rows for council members and 1 row for Total.

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 July 15, 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 JULY 15, 2019.

WHEREAS, all conditions precedent to the financing of the capital 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 financing of such capital project; NOW, THEREFORE,

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

ORDINANCE

Page 2 of 6

An Ordinance Authorizing the Issuance of \$275,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay Part of the \$550,000 Estimated Maximum Cost of the Replacement and Rehabilitation of the Cooper Street Outfall Sanitary Trunk Sewer, and Storm Sewer Improvements, in and for Said City

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. It contains 6 rows for council members and 1 row for the total.

Section 1. For the specific object or purpose of paying part of the cost of the replacement and rehabilitation of the Cooper Street Outfall sanitary trunk sewer, in and for the City of Watertown, Jefferson County, New York, including sealing of sewer lines by injection of polymers where appropriate, storm sewer improvements and incidental expenses in connection therewith, there are hereby authorized to be issued \$275,000 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 \$550,000 and that the plan for the financing thereof is by the issuance of the \$275,000 bonds of said City authorized to be issued pursuant to this bond ordinance, together with \$275,000 current funds to be appropriated from the City's Sewer Fund, provided however, that the amount of bonds to be issued may be reduced by the amount of any grant funds received therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen years, pursuant to subdivision four 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.

**ORDINANCE**

Page 3 of 6

An Ordinance Authorizing the Issuance of \$275,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay Part of the \$550,000 Estimated Maximum Cost of the Replacement and Rehabilitation of the Cooper Street Outfall Sanitary Trunk Sewer, and Storm Sewer Improvements, in and for Said City

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, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; 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. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the City Comptroller. Such notes shall be of such terms, form and contents as may be prescribed by said City Comptroller consistent with the provisions of the Local Finance Law.

Section 9. The City Comptroller is hereby further authorized, at his or her sole discretion, to execute a project financing agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said City in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 10. The intent of this resolution is to give the City Comptroller sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes, without resorting to further action of the City Comptroller.

# ORDINANCE

Page 4 of 6

An Ordinance Authorizing the Issuance of \$275,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay Part of the \$550,000 Estimated Maximum Cost of the Replacement and Rehabilitation of the Cooper Street Outfall Sanitary Trunk Sewer, and Storm Sewer Improvements, in and for Said City

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 11. 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 its 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.

Section 12. 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 resolution 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 13. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 2. Other than as specified in this resolution, 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.

ORDINANCE

Page 5 of 6

An Ordinance Authorizing the Issuance of \$275,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay Part of the \$550,000 Estimated Maximum Cost of the Replacement and Rehabilitation of the Cooper Street Outfall Sanitary Trunk Sewer, and Storm Sewer Improvements, in and for Said City

- 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 14. This ordinance, which takes effect immediately, 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.

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 \_\_\_\_\_

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 July 15, 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.

**ORDINANCE**

Page 6 of 6

An Ordinance Authorizing the Issuance of \$275,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay Part of the \$550,000 Estimated Maximum Cost of the Replacement and Rehabilitation of the Cooper Street Outfall Sanitary Trunk Sewer, and Storm Sewer Improvements, in and for Said City

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 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:

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 July \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk  
(CORPORATE SEAL)

**Seconded by**

July 3, 2019

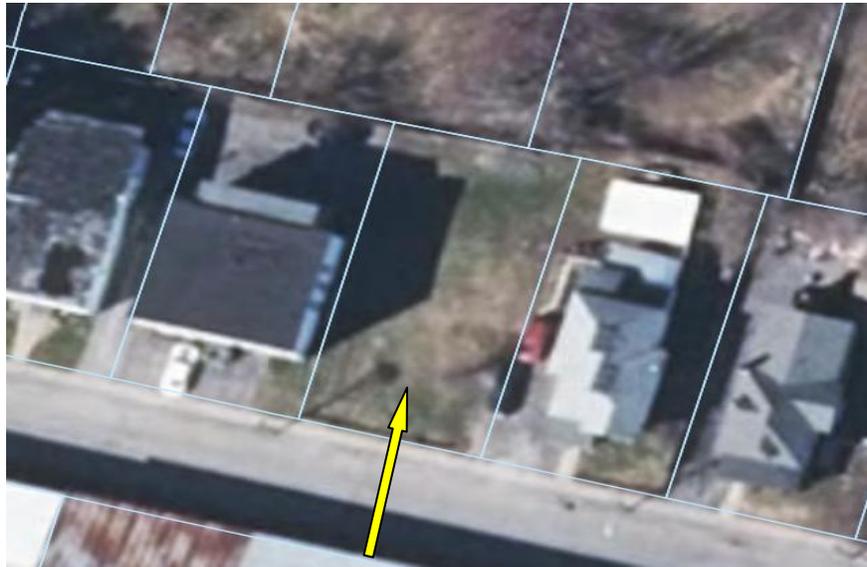
To: Richard M. Finn, City Manager  
From: James E. Mills, City Comptroller  
Subject: Property Purchase Offer – 659 Olive Street

The City has been approached by MTGLQ, Investors, L.P. owner of 663 Olive Street, requesting to purchase 659 Olive Street for \$2,500. The City acquired the parcel in June 2018 as a result of its tax sale certificate process.

To be fair to all possible interested parties I recommend that this parcel be included in the next property auction with the minimum price being set at MTGLQ, Investors' offer.



657 Olive Street / 659 Olive Street / 663 Olive Street



**ACTION:** City Manager agrees with recommendation from the City Comptroller to place this property on the next auction.



## Property Description Report For: 659 Olive St, Municipality of City of Watertown

*No Photo Available*

		<b>Status:</b>	Active
		<b>Roll Section:</b>	Wholly Exem
		<b>Swis:</b>	221800
		<b>Tax Map ID #:</b>	6-07-206.000
		<b>Account #:</b>	15087700
		<b>Property Class:</b>	311 - Res vac land
		<b>Site:</b>	RES 1
		<b>In Ag. District:</b>	No
		<b>Site Property Class:</b>	311 - Res vac land
		<b>Zoning Code:</b>	RC - Residential C
		<b>Neighborhood Code:</b>	00708
		<b>School District:</b>	Watertown
<b>Total Acreage/Size:</b>	50 x 98	<b>Total Assessment:</b>	2019 - \$4,300
<b>Land Assessment:</b>	2019 - \$4,300		2018 - \$4,300
<b>Full Market Value:</b>	2019 - \$4,650		2018 - \$4,300
	2018 - \$4,526		
<b>Equalization Rate:</b>	----	<b>Property Desc:</b>	50x98 607206
<b>Deed Book:</b>	2019	<b>Deed Page:</b>	908
<b>Grid East:</b>	1000564	<b>Grid North:</b>	1449110

### Owners

City of Watertown  
245 Washington St  
Watertown NY 13601

### Utilities

<b>Sewer Type:</b>	Comm/public	<b>Water Supply:</b>	Comm/public
<b>Utilities:</b>	Gas & elec	<b>Heat Type:</b>	0
<b>Fuel Type:</b>	0	<b>Central Air:</b>	No

### Land Types

Type	Size
Undeveloped	50 x 98

### Taxes

Year	Description	Amount
2019	County	\$32.73
2018	City	\$37.15
2018	County	\$33.38
2018	School	\$44.31

**\* Taxes reflect exemptions, but may not include recent changes in assessment.**

# THE MARGOLIN & WEINREB LAW GROUP, LLP

Attorneys at Law  
165 Eileen Way, Suite 101  
Syosset, New York 11791

ALAN WEINREB, ESQ.  
C. LANCE MARGOLIN, ESQ.  
CYNTHIA A. NIERER, ESQ.

(516) 921-3838  
FAX (516) 921-3824  
(516) 945-6055  
www.nyfclaw.com

WE ARE A DEBT COLLECTOR AND ARE ATTEMPTING TO COLLECT A DEBT.  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

June 6, 2019

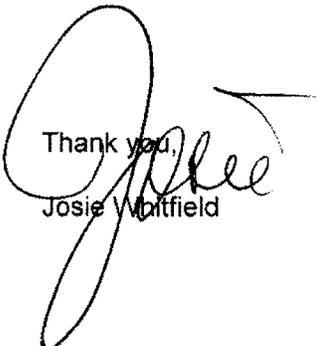
James Mills  
City Comptroller  
245 Washington Street, ste 203  
Watertown, NY 13601

Re: 659 Olive Street, Watertown, NY

Dear Mr. Mills,

Our office represents U.S. Bank National Association, not individually but solely as Trustee for Bluewater Investment Trust 2018-1, the current owners of 663 Olive Street, through foreclosure. We spoke mid-May regarding this property. We mortgaged both 663 Olive & 659 Olive together. We lost 659 Olive to tax foreclosure and would like to purchase it back. Enclosed is a copy of the mortgage and Referee's deed showing both properties listed. My client is willing to offer \$2,500.00 to obtain the deed back to 659 Olive Street, Watertown. Please bring this before the City Council as soon as possible and advise if this is acceptable.

Thank you in advance for your cooperation and please let me know if there is anything else you will need from me.

Thank you,  
  
Josie Wolffield