

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, November 7, 2016

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, November 7, 2016, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRESENTATION

Presentation to City Council - North Country Honors the Mountain Committee
Gilbert H. Pearsall, Jr.

PROCLAMATION

The Barbershop Harmony Society 50th Anniversary

PRESENTATIONS

1. Health Insurance Annual Review by Pomco – Rachael Rotella
2. Health Insurance Annual Review by ProAct – Michael Larca

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Appointment of Commissioner of Deeds
- Resolution No. 2 - Amendment No. 110 to the Management and Management Confidential Pay Plan
- Resolution No. 3 - Accepting Bid for Huntington Street Outfall Pipe Repair Project

- Resolution No. 4 - Approving Plan Services Agreement Extension for Administration of Section 125 Plan, Benefit Services Group
- Resolution No. 5 - Approving Renewal of Dental/Vision Coverage, Relph Benefit Advisors
- Resolution No. 6 - Approving Additions to the City of Watertown's Local Highway Inventory
- Resolution No. 7 - Approving the CDBG Grant Agreement with Cold Black River L.P. for the Black River Apartments Project
- Resolution No. 8 - Authorizing the Sale of Bicycles, Miscellaneous Items and Equipment at Public Auction
- Resolution No. 9 - Approving Request for Shuttle Bus Service, Northern Choral Society
- Resolution No. 10 - Authorizing Sunday Holiday Bus Service
- Resolution No. 11 - Approving the Community Development Block Grant (CDBG) Sub-recipient Grant Agreement with Neighbors of Watertown, Inc. for the 2014 Rental Rehabilitation Program
- Resolution No. 12 - Authorizing Public Auction for Tax Sale Certificate Assignment
- Resolution No. 13 - Authorizing Public Auction for Sale of City Owned Properties
- Resolution No. 14 - Approving Change Order No. 11 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring
- Resolution No. 15 - Authorizing Public Sale of City Owned Tax Sale Certificate

ORDINANCES

- Ordinance No. 1 - Changing the Approved Zoning Classification of the 1104 and 1108 Washington Street, Parcel Numbers 14-12-107.000 and 14-12-108.000, from Health Services to Neighborhood Business

- Ordinance No. 2 - Changing the Approved Zoning Classification of the Northeast Section of 620 Main Street West, Parcel Number 1-02-114, from Residence B to Neighborhood Business
- Ordinance No. 3 - An Ordinance Increasing the Estimated Maximum Cost and Amending the Plan of Financing in a Bond Ordinance Dated April 4, 2016 Entitled “An Ordinance Authorizing the Issuance of \$9,440,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay Part of the \$9,850,000 Cost of Various Improvements to the City of Watertown Wastewater Treatment Plant, Constituting Phase 1 of the City’s Sludge Disposal Modification Program, to be Undertaken in Two Sub-Phases, Phase 1a and Phase 1b, in and For Said City”
- Ordinance No. 4 - An Ordinance Amending the Ordinance Dated April 19, 2016, Authorizing the Issuance of \$10,700,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City’s Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,850,000
- Ordinance No. 5 - An Ordinance Amending the Ordinance Dated April 19, 2016, Authorizing the Issuance of \$10,700,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City’s Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,750,000

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

- Tabled Resolution Approving Change Order No. 11 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring
- Tabled Resolution Approving Change Order No. 8 for Watertown Municipal Arena Renovation, Plumbing/Fire Protection, Lawman Heating & Cooling, Inc.

STAFF REPORTS

1. Naming rights for Municipal Arena
2. Year-end Financial Report
3. Watertown Municipal Arena Renovation – Recommended Course of Action

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

Next Work Session is scheduled for Monday, November 14, 2016, at 7:00 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
NOVEMBER 21, 2016.**

Res No. 1

October 24, 2016

To: The Honorable Mayor and City Council
From: Ann M. Saunders, City Clerk
Subject: Commissioner of Deeds

Attached for City Council consideration is a resolution appointing various City employees and non-employees as Commissioner of Deeds for the City of Watertown for a two-year term ending December 31, 2018.

RESOLUTION

Page 1 of 2

Appointment of Commissioner of Deeds

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

YEA	NAY

Introduced by

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

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

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

NOW THEREFORE BE IT RESOLVED that the following individuals are hereby appointed Commissioner of Deeds for the term expiring December 31, 2018.

City Employee - Police Department

- | | |
|--------------------------|---------------------------|
| Badalato, Jason J. | Bickel, Charles L. |
| Boyle, Sean P. | Brady, Glenn M. |
| Bull, Jacob W. | Chartrand, Suzanne M. |
| Cooley, Kristopher W. E. | Cummings, George A. |
| Davis, Joshua W. | Dawley, Matthew J. |
| Dean, Joel | Donoghue, Charles P. |
| Donoghue, Sr., Joseph R. | Finster, Michael G. |
| Flath, Tyler M. | Foote, Jeremy D. |
| Freeman, Scott J. | Gatch, Ronald E. |
| Gauthier, Amanda L. | Giaquinto, Joseph A. |
| Gibbs, Gregory P. | Gooshaw, Matthew C. |
| Horr, David W. | Kamide II, Christopher J. |
| Keefer, Jennifer L. | Kelly, Virginia |
| Kittelsohn Jr., Timothy | Lamica, Mark A. |
| Lewis, Elizabeth M. | Maney, Michael S. |
| March II, Frederick E. | McAdoo, Michael |

Res No. 2

October 25, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Amendment No. 110 to the Management and Management Confidential
Pay Plan

Attached for Council consideration is an Amendment to the Management and Management Confidential Pay Plan to establish the salary for the budgeted Planner position we intend to fill.

RESOLUTION

Page 1 of 1

Amendment No. 110 to the Management and Management Confidential Pay Plan

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

YEA	NAY

Introduced by

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby approves Amendment No. 110 to the Management and Management Confidential Pay Plan, for the position listed below, as follows:

<u>Position</u>	<u>Salary</u>
Planner (New Appointment)	\$43,000

Seconded by

Res No. 3

October 28, 2016

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Accepting Bid for Huntington Street Outfall Pipe Repair Project

The City Purchasing Department has advertised and received sealed bids for the repair of the Huntington Street Outfall Pipe, as per City specifications.

Bid invitations were sent to four (4) prospective bidders, with three (3) sealed bids submitted to the Purchasing Department where they were publicly opened and read on Thursday, October 27, 2016, at 11:00 a.m.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with City Engineer Justin Wood and Civil Engineer II Jeff Hammond, and it is their recommendation that the City Council accept the bid submitted Acts II Construction in the amount of \$62,700.00 as the lowest qualified bidder meeting our specifications. The other bids received are detailed in the attached report of Mrs. Pastuf.

Funding to support this project will be through a transfer from the General Fund and is included in the FY 2016-2017 Budget.

A resolution for Council consideration is attached.

RESOLUTION

Page 1 of 1

Accepting Bid for Huntington Street Outfall Pipe Repair Project

Introduced by

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

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for the repair of the Huntington Street Outfall Pipe, as per City specifications, and

WHEREAS bid invitations were sent to four (4) prospective bidders, with three (3) sealed bids submitted to the Purchasing Department, and

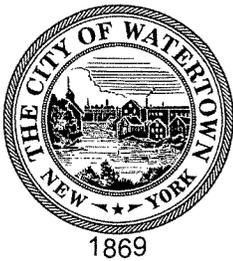
WHEREAS on Thursday, October 27, 2016, at 11:00 a.m., the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with City Engineer Justin Wood and Civil Engineer II Jeff Hammond, and it is their recommendation that the City Council accept the bid submitted by Acts II Construction,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of Acts II Construction in the amount of \$62,700.00 for the repair of the Huntington Street Outfall Pipe as the lowest qualified bidder meeting our specifications, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to sign all contracts associated with implementing the award to Acts II Construction.

Seconded by



CITY OF WATERTOWN, NEW YORK

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

Amy M. Pastuf
Purchasing Manager

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Bid 2016-18– Huntington Street Outfall Pipe Repair Project – Bid Recommendation
DATE: 10/27/2016

The City's Purchasing Department advertised in the Watertown Daily Times on October 6, 2016, calling for sealed bids for the repair of the Huntington Street Outfall Pipe as per City Specifications.

The City of Watertown issued Invitations to Bid to four (4) prospective bidders and three (3) sealed bids were as submitted to the Purchasing Department. The sealed bids were publically opened and read on October 27, 2016, 11:00 am, local time. The bid tabulation is shown below:

Description	Acts II Construction	Lawman Heating & Cooling, Inc.	Marcellus Construction Company, Inc.
	Gouverneur, NY	Sackets Harbor, NY	Adams, NY
Huntington Street Outfall Pipe Repair	\$62,700.00	\$106,715.00	\$177,423.00

City Engineer Justin Wood, Civil Engineer II Jeff Hammond and the Purchasing Department reviewed the responses to confirm that they conformed to City's bid specifications. It is recommended that the bid for a the repair of the Huntington Street Outfall Pipe Repair be awarded to **Acts II Construction** as the lowest responsive responsible bidder for a contract total of **\$62,700.00**. If there are any questions concerning this recommendation, please contact me at your convenience.

FISCAL YEAR 2016-2017
 CAPITAL BUDGET
 INFRASTRUCTURE
 STORM SEWER

PROJECT DESCRIPTION	COST
<p>Huntington Street Storm Sewer Outfall Replacement</p> <p>Replacement of a 36" storm sewer outfall and concrete headwall along the Black River, at Huntington St. and Colorado Ave. North. The rock ledge supporting the existing headwall blew out and has created a sink hole near the road. Due to accessibility constraints, and the proximity to the river, the headwall and pipe will be replaced.</p> 	<p>\$75,000</p>
<p>Funding to support this project will be from a transfer from the General Fund (A.9950.0900).</p>	
TOTAL	\$75,000

Res No. 4

October 31, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Plan Service Agreement Extension for Section 125 Plan,
Benefit Services Group

City Council awarded a contract to Benefit Services Group following an RFP for the administration of the City's Section 125 Flexible Medical and Dependent Care Accounts in 2013. As detailed in the attached memorandum from Benefits Administrator Christine Parks, this contract included the option to extend for four one-year agreements. It is her recommendation that the City Council extend this service with Benefit Services Group for another term, effective January 1, 2017.

A resolution approving the Plan Service Agreement Extension between the City of Watertown and Benefit Services Group has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Plan Service Agreement Extension
for Administration of Section 125 Plan,
Benefit Services Group

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

YEA	NAY

Introduced by

WHEREAS on November 13, 2013 the City Council awarded a contract to Benefit Services Group following an RFP for the Administration of the City of Watertown’s Section 125 Plan, and

WHEREAS the contract included the option to extend for four one-year extensions, and

WHEREAS it is the recommendation of the Benefits Administrator that the City of Watertown extend the Plan Service Agreement with Benefit Services Group for another year,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, approves the one-year extension of the Plan Service Agreement for Administration of the City’s Section 125 Plan, a copy of which is attached and made part of this resolution, effective January 1, 2017, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby directed and authorized to execute documents necessary associated with implementing this extension.

Seconded by

**Section 125 Cafeteria Plan
Premium Reduction Option *Plus*
Flexible Spending Plans**

PLAN SERVICE AGREEMENT

ADOPTED BY

CITY OF WATERTOWN, NEW YORK

EFFECTIVE 01/01/2017

**SECTION 125 CAFETERIA PLAN
PREMIUM REDUCTION OPTION *PLUS*
FLEXIBLE SPENDING ACCOUNTS**

**CONSULTING, ENROLLMENT, AND
PLAN SERVICES AGREEMENT**

This agreement specifies the services to be provided to City Of Watertown, New York.

ADMINISTRATOR

Under the agreement, City Of Watertown, New York will function as the Plan Sponsor, Benefit Services Group as the Benefit Enrollment Firm, and Benefit Services Group as the Plan Service Provider Firm. These companies will function as subcontractor(s) for consulting, enrollment and administrative plan services.

**CONSULTING SERVICES TO BE PROVIDED
BY BENEFIT SERVICES GROUP**

Benefit Services Group will assist City Of Watertown, New York in plan analysis and design, both initially and for any revisions to existing benefits. The service and assistance includes cost estimates of initial plan; cost projections of any proposed plan revisions; and advice prepare summary plan descriptions.

Benefit Services Group will also perform the following activities:

- Design the ProPlus125 Plan Document and Summary Plan Description. (City Of Watertown, New York and its legal counsel will review this document.)
- Provide Plan Adoption Agreement and Plan Information Summary and Sample Corporate Resolutions of the Board of Directors.
- Provide Salary Reduction Agreements and Disclosures.

**ENROLLMENT SERVICES TO BE PROVIDED
BY BENEFIT SERVICES GROUP**

Benefit Services Group will provide the following enrollment services:

- Present employee informational group meetings (if required).
- Meet with each employee, as needed, to discuss the employee's personal benefit coverage needs.
- Review salary reduction agreements with each employee as requested.
- Provide re-enrollment services as requested.
- Optional Internet Enroll for open enrollment

**ADMINISTRATIVE SERVICES TO BE PROVIDED
BY BENEFIT SERVICES GROUP**

Benefit Services Group will provide the following administrative services:

- Open individual benefit accounts for plan administration using the enrollment forms and/or payroll deduction register provided by the Employer.
- Prepare reports of detail and summary enrollment results for payroll setup of employee elections
- Process Changes Of Status Elections into Administration Records and otherwise keep on-going records of activity affecting each Employee's Elections.
- Provide initial administrative form originals for duplication as needed:
 - Reimbursement Claim Forms
 - Election Enrollment, Termination and Change of Election Forms
 - Re-Enrollment Forms for following year enrollment if requested.
- Provide initial status and history reports
 - Account Balance totals on each reimbursement checks
 - Account History Report on request
 - Check History Report on request
 - Voucher History Report on request
- On a **Pay cycle basis**, provide:
 - Reconcile contribution reports with payroll deduction amounts and submit any discrepancies to the employer if the employer provides the contribution reports to BSG.
 - Reimbursement checks to employees on a pay cycle basis or on an approved schedule and upon receipt of expense receipts and approved claim vouchers.
 - Checks and Check Register showing checks written and ACH each cycle to be distributed by employer.
- On an **as requested** basis, provide
 - Non-discrimination tests results
 - Cash Status Report showing summary transactions of cash activity.
 - Request For Funds Report (if required) showing those employees that have drawn out more than contributed to date and any participants that have had previous requests.
 - Employee Account Balances showing the participants' account balances.
- On a **Annual** basis, provide:
 - Plan Renewal Election Forms
- Claims Processing for Reimbursement Accounts
- Balance Inquiry Services
 - Online Access for HR and all participants.
 - Telephone Balance Inquiry is available to the Plan Participants. The participant has access to Account Balances, Check History and Voucher History for the current plan year.

RESPONSIBILITIES OF PLAN SPONSOR

City Of Watertown, New York is the Plan Sponsor and the Plan Administrator that is ultimately responsible for ProPlus125 including the above listed duties delegated to Benefit Services Group. All decisions regarding Plan Administration is the Plan Administrator's responsibility whereas Benefit Services Group will assist the Administrator but not act as the Administrator.

City Of Watertown, New York will provide support, information, reports, and data necessary to propose, administer, report, test and otherwise administer the Cafeteria Plan to Benefit Services Group so Benefit Services Group can assist with the administration of ProPlus125. More specifically these include but not limited to are:

- Each Payroll, submit to BSG a contribution list of all deductions taken out of each employee's paycheck.
- Secure legal review of the ProPlus125 Plan Documents from its legal counsel or otherwise review and execute the documents in a timely manner. And forward a signed copy back to Benefit Services Group
- Report participant Election additions, terminations, and changes to Benefit Services Group each pay cycle.
- Sign reimbursement checks (authorized signature facsimile) or authorize Benefit Services Group to sign depending upon banking arrangements.
- Distribute Summary Plan Description and various other reports to employees as requested.
- Upon notice, take any action required if the plan(s) warrants Administrator's authority.
- Provide management support in planning enrollment, meeting facilities, and scheduling.
- Provide document storage for Administrative Files and Records for up to seven years.

PAYMENT FEES AND TERMS

At each month end, Benefit Services Group and/or Benefit Services Group will submit a statement showing the amount of fees for that month. City Of Watertown, New York will pay Benefit Services Group and Benefit Services Group the amount within 10 days of receipt of the statement.

Benefit Services Group, Inc. has the right to change the fee schedule by advising City Of Watertown, New York 60 days before the end of a plan year.

REPORTS AND DATA

All reports and data remain the property of City Of Watertown, New York. On request, Benefit Services Group will provide City Of Watertown, New York all data in the electronic or printed format used by Benefit Services Group

TERMS OF THIS AGREEMENT

This agreement will be effective from the date the parties execute this agreement until it is terminated. Benefit Services Group may withdraw from this agreement with 21 days written notice to City Of Watertown, New York and Benefit Services Group. If City Of Watertown, New York terminates this agreement during the plan year, the fee for the rest of the plan year becomes due and payable as of the termination date. If Benefit Services Group wishes to terminate this agreement during the plan year, Benefit Services Group must give written notice and must continue services until City Of Watertown, New York has secured suitable replacement of such service or until City Of Watertown, New York releases Benefit Services Group or until the end of the current plan year, whichever occurs first.

PLAN SPONSOR

City Of Watertown, New York

By: _____

Title: _____

Date: _____

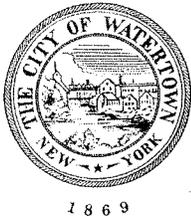
PLAN SERVICE PROVIDER FIRM

Benefit Services Group

By: _____

Title: _____

Date: _____



CITY OF WATERTOWN, NEW YORK

ROOM 302, WATERTOWN CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7720

SHARON ADDISON
City Manager

Date: October 28, 2016

To: Sharon Addison, City Manager

From: Christine Parks, Benefits Administrator

Re: Section 125 Plan administration

Our current contract with Benefits Services Group for the administration of the Section 125 flexible medical and dependent care accounts will be expiring on December 31, 2016. The 2015 contract had a provision for 4 – one year extensions. For the following reasons, I recommend that we continue doing business with Benefit Services and sign an extension for 2017:

Administration fees will remain the same
Administration of the plan and customer service have been excellent
No disruption to the employees

Please let me know if you have any questions.

Thank you,

Chris

Res No. 5

October 31, 2016

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Dental/Vision Coverage Renewal,
Relph Benefit Advisors

City Council accepted the bid submitted by Relph Benefit Advisors to provide City employees with dental and vision coverage at no cost to the City through Guardian in 2014. As detailed in the attached memorandum from Benefits Administrator Christine Parks, the agreement provided an option to renew for three additional one-year extensions. It is her recommendation that the City Council extend this service with Relph Benefits Advisors for another year, effective January 1, 2017, at the rates in her report.

A resolution approving the second extension between the City of Watertown and Relph Benefit Advisors has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Renewal of Dental/Vision Coverage, Relph Benefit Advisors

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

Total

YEA	NAY

Introduced by

WHEREAS on March 3, 2014 City Council accepted the bid from Relph Benefits Advisors for dental and vision coverage for City employees through Guardian at no cost to the City, and

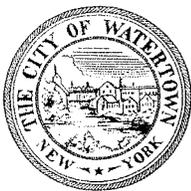
WHEREAS the agreement provided for three additional one-year extensions, and

WHEREAS it is the recommendation of the Benefit Administrator that the City of Watertown renew this coverage for another year,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, approves the one-year extension of the Agreement to provide dental/vision coverage through Relph Benefit Advisors effective January 1, 2017, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby directed and authorized to execute documents associated with implementing this extension.

Seconded by



1869

CITY OF WATERTOWN, NEW YORK

ROOM 302, WATERTOWN CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7720

SHARON ADDISON
City Manager

Date: October 28, 2016

To: Sharon Addison, City Manager

From: Christine Parks, Benefits Administrator

Re: Dental/Vision Renewal for 2017

Early this month, Relph Benefits completed a bid comparison for the City's dental/vision benefits. From the proposals received, three companies were competitive with their premium costs – Guardian, Met Life and Standard. It is my recommendation that we renew (2nd of 3 possible renewals under current agreement) with Relph Benefits/Guardian for the 12 month period for 2017 for the following reasons:

- COBRA services will continue to be at no cost to the City
- High employee satisfaction with company and customer service
- No disruption of service to our employees

The current rates and the renewal rates are listed below. While there is an increase of 6% in rates this year, it is due to heavy usage of our plan. The increased rates are reasonable considering our historical heavy usage and in line with the rates quoted from the companies that responded in the bid.

		<u>Dental</u>
	Current Bi-Weekly Rates	Renewal Rate
Single	\$15.68	\$16.62
Family	\$44.14	\$46.79

		<u>Vision</u>
	Current Bi-Weekly Rates	Renewal Rate
Single	\$3.49	\$3.64
Family	\$7.49	\$7.82

Please let me know if you have any questions.

Thank you,

Rate Summary for City of Watertown
Dental and Vision Carrier Finalists
As of October 20, 2016

Details from the top 3 bidders:

Guardian

	Dental (per pay)	Vision (per pay)
Single	\$ 16.62	\$ 3.64
Family	\$ 46.79	\$ 7.82

MetLife

Single	\$ 14.98 (- \$ 1.64)	\$ 4.07 (+ \$ 0.43)
Family	\$ 42.17 (- \$ 4.62)	\$ 8.74 (+ \$ 0.92)

The Standard

Single	\$ 14.61 (- \$ 2.01)	\$ 3.67 (+ \$ 0.03)
Family	\$ 42.95 (- \$ 3.84)	\$ 8.82 (+ \$ 1.00)

Proposals were received from: Aetna, The Business Council, Lincoln, MetLife, Security Mutual, The Standard, Unum, Principal, and SunLife.



Ronald Griffin RHU,CLTC
Senior Benefit Consultant
22113 Fabco Road
Watertown, NY 13601

Ph: 315.788.6125 x 131 Fax: 585.419.3759



**It's renewal
time!**

**Guardian is
here to help.**

RENEWAL INFORMATION FOR

**CITY OF WATERTOWN
GROUP PLAN # 00486450**

**RENEWAL PERIOD
January 1, 2017 - December 31, 2017**

**THIS PACKAGE CONTAINS INFORMATION ON MULTIPLE PLANS.
PLEASE SEE TABLE OF CONTENTS FOR COMPLETE PLAN LISTING.**



LIFE | DENTAL | VISION | DISABILITY | ABSENCE | SUPPLEMENTAL HEALTH | STOP LOSS | ASO

GuardianAnytime.com

The Guardian Life Insurance Company of America, 7 Hanover Square, New York, NY 10004. Guardian® and the GUARDIAN G® logo are registered service marks of The Guardian Life Insurance Company of America and are used with express permission.

What you'll find in this package

RENEWAL INFORMATION

Renewal Premiums At a Glance
(Total Group premium for all Plans)

PAGE

1

PLAN SPECIFIC INFORMATION

CITY OF WATERTOWN (00486450)

2

Renewal Premiums At-a-Glance

EMPLOYER-SPONSORED COVERAGE		
Coverage	Current Annual	Renewal Annual
Dental	\$0	\$0
Vision	\$0	\$0
TOTAL	\$0	\$0

KEY POINTS OF INFORMATION REGARDING PLAN PRICING

Premiums shown represent combined total of all plans included within this group.

Premiums shown above reflect a multi-line discount. If you do not wish to renew all lines of coverage, please contact us for revised pricing.

Product-specific rates shown in this package have been determined based on a number of factors, including:

- Employee age and gender
- Group location
- Changes in group size
- Claims experience (when applicable)

EMPLOYEE-PAID VOLUNTARY COVERAGE		
Coverage	Current Annual	Renewal Annual
Voluntary Dental	\$93,432	\$99,040
Voluntary Vision	\$18,051	\$18,863

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 2

DENTAL PLAN RATES - PPO BW

Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	0	\$33.98	\$0	\$36.02	\$0
FAMILY	0	\$95.64	\$0	\$101.38	\$0
TOTAL	0		\$0		\$0

This plan is currently offered for Insurance Class 1

VOLUNTARY DENTAL PLAN RATES - PPO BW

Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	49	\$33.98	\$19,980	\$36.02	\$21,180
FAMILY	64	\$95.64	\$73,452	\$101.38	\$77,860
TOTAL	113		\$93,432		\$99,040

This plan is currently offered for Insurance Class 2

VISION PLAN RATES - DAVIS N53

Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	0	\$7.55	\$0	\$7.89	\$0
FAMILY	0	\$16.22	\$0	\$16.95	\$0
TOTAL	0		\$0		\$0

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

VOLUNTARY VISION PLAN RATES - DAVIS N53

Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	51	\$7.55	\$4,621	\$7.89	\$4,829
FAMILY	69	\$16.22	\$13,430	\$16.95	\$14,035
TOTAL	120		\$18,051		\$18,863

Res No. 6

October 31, 2016

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Approving Additions to the City of Watertown's Local Highway Inventory

As stated in City Engineer Justin Wood's attached report, a review of our Local Highway Inventory was completed. This review provides municipalities with the opportunity to update their local highway inventory for any changes, errors or omissions, and submit their findings to the New York State Department of Transportation (NYSDOT).

An update is recommended to include: Martin Street, Mather Street, Newell Street, Pamela Street, and Plum Avenue.

A resolution approving these streets to be added to the City's Local Highway Inventory has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Additions to the City of Watertown's
Local Highway Inventory

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

YEA	NAY

Introduced by

WHEREAS each October, the City Engineering Department performs a review of our Local Highway Inventory and in early November submits their findings to the New York State Department of Transportation (NYSDOT), and

WHEREAS during this year's review, the City Engineering Department determined certain City-maintained streets were not included, and

WHEREAS the City of Watertown has and will continue to own and maintain all or sections of the following streets: Martin Street, Mather Street, Newell Street, Pamela Street, and Plum Avenue,

NOW THEREFORE BE IT RESOLVED that the City of Watertown accepts maintenance and operational responsibility of said streets, for the road segment as depicted in the map, of which is attached and made a part of this resolution, and

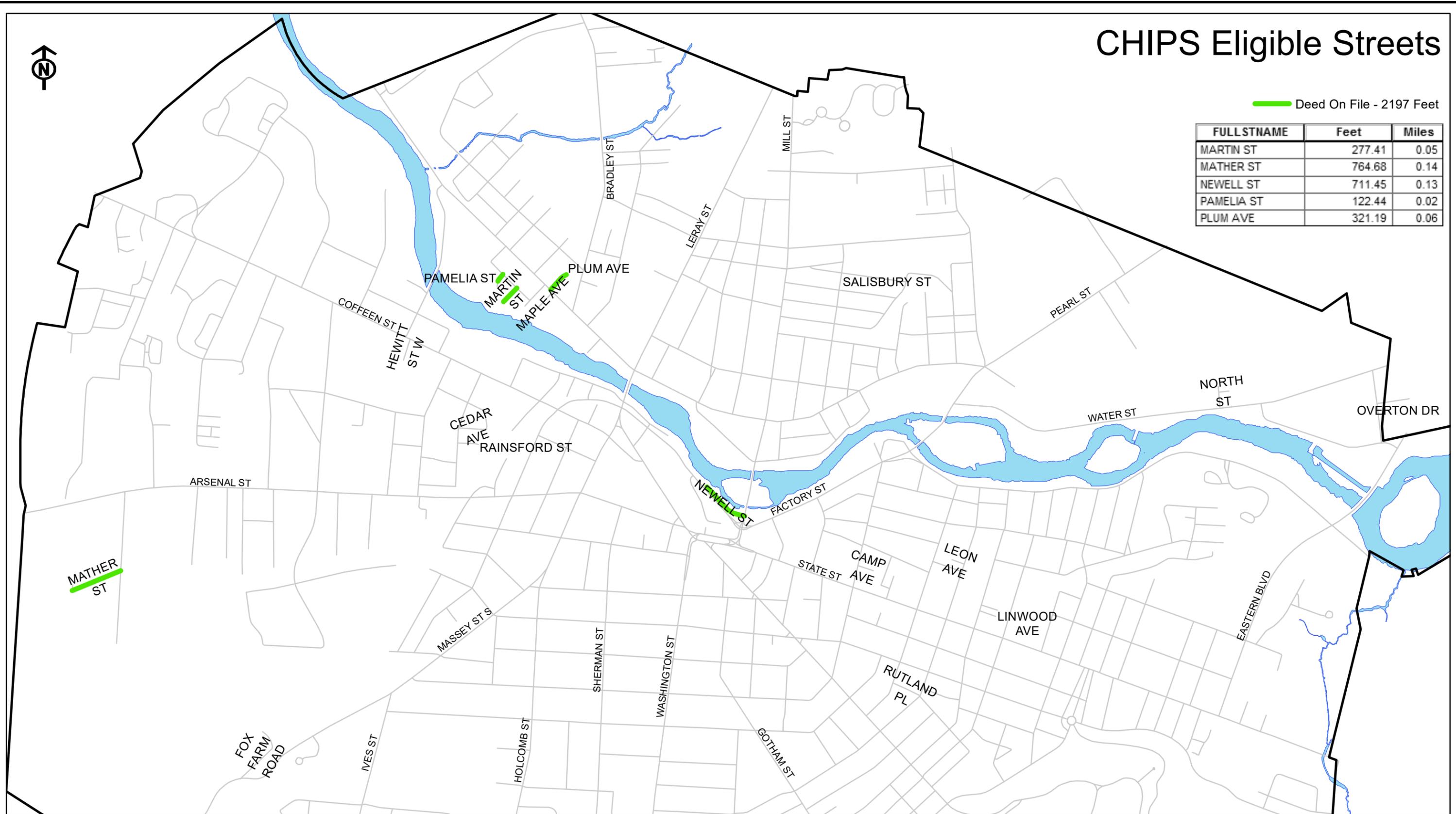
BE IT FURTHER RESOLVED that City Engineer Justin Wood is hereby authorized and directed to amend the City's Local Highway Inventory to include said streets and provide the amended inventory to NYSDOT for their consideration.

Seconded by

CHIPS Eligible Streets

 Deed On File - 2197 Feet

FULLSTNAME	Feet	Miles
MARTIN ST	277.41	0.05
MATHER ST	764.68	0.14
NEWELL ST	711.45	0.13
PAMELIA ST	122.44	0.02
PLUM AVE	321.19	0.06

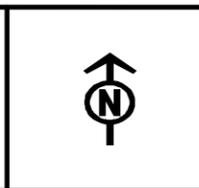


Revision	Description of Revision	Date	By

Project: _____
 Title: **CHIPS Eligible Streets**



CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT
 ROOM 305B, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7793 EMAIL: gis@watertown-ny.gov



Project: _____
 Requested By: Engineering
 Drawn By: _____ Approved By: _____
 Date: 10/25/2016 Date: _____
 Scale: 1 inch = 1,296 feet Map Number: _____
 Title: CHIPS Eligible Streets



1869

CITY OF WATERTOWN, NEW YORK
DEPARTMENT OF ENGINEERING
MEMORANDUM

DATE: 30 October 2016

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Approving Additions to the City of Watertown's Local Highway Inventory

Enclosed is a recommended addition to the City's Local Highway Inventory (LHI). The Local Highway Inventory (LHI) is a list of all City streets which are maintained by the City. The Consolidated Local Street and Highway Improvement Program (CHIPS) distributes funding to local municipalities, in part, based on the LHI and total mileage of streets maintained by the municipality. In FY 15-16, the City received \$646,400 in CHIPS funding, for approximately 95 miles of streets which equates to roughly \$6,800 per centerline mile.

Every November, the City must submit an updated LHI to NYSDOT. The Engineering Department reviewed the current LHI list, which is now in GIS format and much more accurate, and determined several dead-end City-owned and maintained streets could be added to our inventory. To add streets or street sections to the LHI, the street must fall under the municipality's jurisdiction, and the municipality must approve a resolution accepting "legal and maintenance and operational responsibility". (see enclosed NYSDOT Guideline)

There is approximately 0.4 miles of City owned street which can be added to the LHI, by City Council resolution. These will be presented to City Council at the November 7, 2016 meeting, so the paperwork can be submitted to NYSDOT by the November 10th deadline. This equates to roughly \$2,700 in additional funding per year, based on FY 15-16 funding levels.

Additionally, we determined there is approximately 0.75 miles of street which are not owned by the City, nor included in our LHI. They are only minimally maintained (patching and plowing) to provide emergency access. Should City Council wish to add these to our LHI, the City would have to go through an extensive and expensive legal process to establish ownership, which would take several months to accomplish. The additional 0.75 miles equates to roughly \$5,100 in additional funding per year, based on FY 15-16 funding levels.

Enclosed is a map of the streets which are not included in our inventory and will be added by Council Resolution on November 7, 2016. The other streets referred to above, which are not owned by the City, would require significant cost and effort to obtain ownership, but could be added in future LHI annual updates.

Cc: Gene Hayes, Superintendent of Public Works
Jim Mills, City Comptroller

Res No. 7

November 1, 2016

To: The Honorable Mayor and City Council

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

Subject: Approving CDBG Grant Agreement with Cold Black River, L.P. for the Black River Apartments Project

The City's Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2016 that was adopted by the City Council on May 2, 2016 included \$150,000 to pay for architectural fees related to the renovation of the Black River Apartments. The Black River Apartments Project consists of the renovation and/or redevelopment of 115 affordable housing units in several buildings at the following locations: 309 Mill Street, 261 State Street, 550 Coffeen Street, 272 Mullin Street, 536 Emerson Street, and 152 Academy Street.

An agreement between the City of Watertown and Cold Black River L.P. for the grant has been drafted and is attached. Cold Black River, L.P. will receive the funds in return for completing the project, complying with CDBG regulations and continuing to rent to low and moderate income persons at rents within the HUD restrictions for 20 years.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

RESOLUTION

Page 1 of 1

Approving the CDBG Grant Agreement with Cold Black River L.P. for the Black River Apartments Project

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

YEA	NAY

Introduced by

WHEREAS the City of Watertown’s Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2016 includes a project known as the Black River Apartments Project, and

WHEREAS the Black River Apartments Project consists of the renovation and/or redevelopment of 115 affordable housing units in several buildings at the following locations: 309 Mill Street, 261 State Street, 550 Coffeen Street, 272 Mullin Street, 536 Emerson Street, and 152 Academy Street in Watertown, New York, and

WHEREAS the Annual Action Plan identifies the Black River Apartments activity to be \$150,000 in funding for architectural fees for the project, and

WHEREAS the owner of Black River Apartments will be Cold Black River L.P., and

WHEREAS a Grant Agreement between the City of Watertown and Cold Black River L.P. for the CDBG funds has been drafted,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with the Cold Black River L.P., a copy of which is attached and made a part of this resolution, and

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

Seconded by

GRANT AGREEMENT

This Grant Agreement ("***Grant Agreement***") is made this ____ day of _____, 2016, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the "***Grantor***"), and **Cold Black River, LP**, (hereinafter referred to as the "***Grantee***").

The Grantor is the recipient of Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development (HUD). CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Funding Approval/Agreement between the Grantor and HUD for Grant Number B-16-MC-36-0121 dated August 3, 2016.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from CDBG funds in the amount of One Hundred and Fifty Thousand and 00/100 (\$150,000.00) Dollars (hereinafter referred to as the "***Grant Funds***") to Grantee for the purposes and uses set forth in this Grant Agreement. The Grant Funds shall be used exclusively for some or all of the out-of-pocket third-party architectural fees, costs and expenses ("***Grant Purposes***") incurred by the Grantee in connection with the renovation and/or redevelopment (the "***Project***") of that certain affordable housing development known as Black River Apartments consisting of buildings at the following locations: 309 Mill Street, 261 State Street, 550 Coffeen Street, 272 Mullin Street, 536 Emerson Street, and 152 Academy Street in Watertown, New York 13601 (the "***Project Premises***"). The Grant Funds will be disbursed to Grantee forthwith upon Grantee's, or its designee's, (i) acquisition of title to the Project Premises and (ii) closing of a construction loan facility for purposes of completing the Project.

Grantor reserves the right to require a refund of any Grant Funds if the Project has not commenced construction within sixty (60) days or has not been completed within two years of the date that the Grantee receives the Grant Funds, and in Grantor's good faith judgment, the Grant Funds have not been used for the Grant Purposes.

Grantee agrees to provide Grantor with a complete financial reporting regarding the use of the Grant Funds after they have been spent. Grantee agrees to provide Grantor with information required for Grantor to comply with all federal regulations that apply to the use of Community Development Block Grant funds for the Project.

Grantee will not discriminate on the basis of race, color, creed, national origin, sex, age, handicap or family status in the lease, use or occupancy of the Project Premises.

Grantee agrees that no officer, employee or agent of the Grantor who exercises any control or influence in connection with the Project will have any interest, direct or indirect, in the work to be done on the Project Premises or in any contract related to the Project. Also, no member or delegate to the Congress of the United States shall have any interest in or derive any benefit from the Project.

Grantee agrees that rents in Black River Apartments shall remain affordable to low and moderate income persons, as defined by HUD, for a 20-year period commencing on the date of the substantial completion of the project. Housing units shall only be rented to persons having an income of 80% of the median income or below for the Watertown-Fort Drum Metropolitan Statistical Area (MSA) or such more stringent standard as applied under the federal Low Income Housing Tax Credit program. The Grantee shall provide the Grantor with a copy of an executed Regulatory Agreement between the Grantee and the New York State Housing Finance Authority ("HFA") evidencing the Low Income Housing Tax Credit restrictions ("Regulatory Agreement") within one hundred and twenty days of construction completion. If the Grantor is determined to be in violation of the Regulatory Agreement and such violation is not cured to the

satisfaction of the HFA, the CDBG grant shall be repaid to the Grantor on a prorated basis of 5% per year remaining in the 20-year period.

Grantee hereby certifies that it is in its complete control to use the Grant Funds for the Grant Purposes. This document contains the entire agreement between Grantor and Grantee, and there are no terms or conditions, oral or written, governing the use of the Grant Funds other than those contained in this document. This agreement will be governed by the laws of the State of New York. This Grant Agreement may be executed by Grantor and Grantee in separate counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. This Grant Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Grant Agreement to be executed as of the date first above written.

COLD BLACK RIVER, L.P., a New York Limited Partnership

By: Speakeasy GP, LLC, its General Partner

By: Evergreen Partners II, LLC, its sole member

By: Charles E. Allen
Its: Authorized Member

CITY OF WATERTOWN

By: Sharon Addison
Its: City Manager

Res No. 8

November 1, 2016

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Authorizing the Sale of Abandoned Bicycles and
Miscellaneous Items at Public Auction

During the past year, the City of Watertown Police Department has acquired fifty abandoned bicycles and various other miscellaneous items. These items are not needed by any of the departments within the City, and therefore, staff is recommending that these items be sold at public auction.

The public auction would be held on Monday, November 14, 2016, at 6:00 p.m. in the Public Safety Building garage.

The attached resolution authorizes the sale by auction and also authorizes the acceptance or rejection of any bids to be made at the time of the auction.

RESOLUTION

Page 1 of 1

Authorizing the Sale of Bicycles,
Miscellaneous Items and Equipment
at Public Auction

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

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown has acquired a number of abandoned bicycles and miscellaneous items and equipment, the listing of which is attached and made a part of this resolution, and

WHEREAS these bicycles and miscellaneous items have some value best determined by public auction,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the sale, by auction, of abandoned bicycles and miscellaneous items and equipment, and to further declare all bids final and sales complete while said auction is conducted, and

BE IT FURTHER RESOLVED that final acceptance of such bids shall constitute acceptance of the same by the City Council.

Seconded by



**Watertown Police Department
EVIDENCE TECH & I.D. UNIT**

751 Waterman Drive
Watertown, N.Y. 13601-2362
Phone: 315-786-2619 • Fax: 315-786-2628

OFFICER VANCE J. TRAPP 0789
OFFICER MICHAEL B. ZICARI 5103



1889

vtrapp@watertown-ny.gov mzicari@watertown-ny.gov

Date: 10/25/16

INTER-OFFICE MEMO

To: Captain Michael J. Labarge

From: M. B. Zicari 5103

Subj: Extra items for Bike Auction 2016

Capt. Labarge,

A listing of the items up for auction in November of 2016 are as follows:

- | | |
|---|-------------------|
| 1 pair of fingerless bicycle gloves. | Blotter# 7997-02 |
| 2 pair of freestyle bicycle pegs | Blotter# 13166-00 |
| 1 auto maintenance kit w/ jumper cables | Blotter# 13166-00 |
| 3 pair of womens size 7 casual shoes | Blotter# 5828-16 |
| 1 Magellan Maestro GPS Unit | Blotter# 7758-13 |
| 1 Craftsman 10 Amp reciprocating saw | Blotter# 14203-05 |
| 1 Coleman Electric cooler | Blotter# 16150-16 |

Respectfully,

M.B. Zicari 5103

M.B. Zicari 5103

2016 Bike Auction

1. 12892-14 Grey Mongoose BMX Style Bike
2. 17399-15 BMX style bike painted Green
3. 27203-13 26 inch Next Roadmaster Bike purple
4. 6126-16 26 inch Boys Huffy Bike 21 speed grey
5. 13524-15 20 inch Huffy Rock It BMX Bike red and white
6. 21280-15 20 inch Mongoose Bike black with blue rims
7. 19558-13 26 inch Murray Extreme Bike blue
8. 24136-15 26 inch Mongoose Element Bike black and yellow
9. 20086-15 Diamondback Bike blue
10. 17865-15 Mongoose Bike black/grey/white
11. 19641-15 Next Chaos BMX bike green/black
12. 289-16 15 inch Nishiki Bike light blue
13. 4261-14 20 inch boys bike grey
14. 13609-15 26 inch Mongoose bike yellow/black
15. 25353-15 16 inch Huffy BMX bike pink/purple
16. 21104-15 Huffy BMX bike orange/grey
17. 21872-15 Chaos bike green/white
18. 18542-15 20 inch Huffy BMX bike white/pink
- ~~25597-15 Mongoose AXE BMX style bike red~~ MBZ: RETURNED TO FINDER
19. 19197-14 26 inch Roadmaster Storm bike
20. 20043-15 16 inch Roadmaster Cliff Jumper bike blue
21. 6259-16 Sportline Free Spirit 10 speed bike black

22. 25900-15 24 inch Mongoose DXR bike silver/blue
23. 13747-15 Schwinn Sidewinder bike blue
24. 25825-15 Schwann Stingray bike black
25. 24344-14 26 inch Huffy 18 speed bike grey/pink
26. 14799-15 24 inch Mongoose MGX bike grey/blue/black
27. 19073-15 Ross Mountain bike grey
28. 19061-15 26 inch Vertical Edge bike with black helmet
29. 2810-16 Mongoose XR75 bike black/red
30. 9716-16 Next Slumber party bike pink/purple
31. 21326-15 Air Strike bike yellow/red
32. 7441-16 Huffy white heat 12 speed bike white/pink
33. 22910-15 28 inch Schwinn Zeno bike blue/red/silver
34. 23986-15 26 inch Ross 10 speed bike
35. 9717-16 26 inch Next Powerclimber bike red
36. 8041-16 26 inch Murray 10 speed bike red/white
37. 14127-06 20 inch Diamondback bike grey
38. 10848-16 Huffy Superia bike blue
39. 23830-15 Shimand bike with white spray paint
40. 26321-15 26 inch Raleigh bike blue
41. 12075-16 18 inch NR18 bike black
42. 12196-16 21 inch Roadmaster bike
43. 13559-1226 inch Murray bike
44. 1538-16 Huffy boys bike
45. 7841-16 20 inch Taboo bike purple
46. 8158-16 Roadmaster MT Sport bike purple/silver

- 47. 15606-15 Next Power X bike brown/silver
- 48. 2391-16 Hyperbike black/blue
- 49. 25309-15 21 speed Mongoose bike blue
- 50. 9300-15 26 inch Mongoose Bike red/black

Res No. 9

November 2, 2016

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Approving Request for Shuttle Bus Service,
Northern Choral Society

Each year, the Northern Choral Society performs a holiday concert at the Asbury United Methodist Church. In the past, we have provided a shuttle bus service for the patrons of the concert at no charge.

The Northern Choral Society has again requested this service for their concert December 3 and 4. As noted in the attached report of Gene Hayes, the Superintendent of Public Works, it is recommended that the City of Watertown again provide this service in accordance with our Charter Bus Policy.

A resolution approving the request for shuttle bus service for the Northern Choral Society is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Request for Shuttle Bus Service,
Northern Choral Society

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

Total

YEA	NAY

Introduced by

WHEREAS the Northern Choral Society has performed a holiday concert at the Asbury United Methodist Church for the benefit of the citizens for years, and

WHEREAS the City of Watertown had graciously provided shuttle bus service for this concert at no charge to the riders or the Northern Choral Society since 2004, and

WHEREAS it is the recommendation of the Superintendent of Public Works to continue this service as part of the City of Watertown’s Charter Bus Policy,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, approves providing the shuttle bus service at no charge for the Northern Choral Society concert planned for December 3 and 4, 2016, at the United Methodist Church on Franklin Street.

Seconded by

	<h1>MEMORANDUM</h1>	E.P. Hayes Superintendent
	<h2>Dept. Public Works</h2>	Date: 10-27-16 Ref: PW 008-16
To:	Sharon Addison, City Manager	
Subject:	Northern Choral Society Shuttle Bus Request	

The City has once again received a request from the Northern Choral Society for a bus shuttle service to support the community's Annual Christmas Concert dates of December 3rd and 4th. As in the past the concert will take place at Asbury United Methodist Church and we will be shuttling passengers from the City Hall lot as well as the First Presbyterian Church lot on Academy Street.

We have provided this service since 2004 at no cost to the sponsors. In a communication dated September 1, 2015 concerning the FTA's opinion on how such a request is viewed relative to the City of Watertown's Charter Bus Policy, I was advised, by the Office of the Chief Counsel, that "If the City of Watertown intends to provide exclusive use of FTA-funded vehicles to a regional choir society for a one-time, annual holiday event, and if the City does not charge for the service, then it is not "charter service," and the City may provide it."

As such it is my recommendation that we offer said service as we have in the past at no cost to the society.

Should you have any questions concerning this estimate, please do not hesitate to contact me at your convenience.

Gene

cc: Christine Cratsenberg, Transit Supervisor
 Franciska Galeriu, Sr. Engineering Tech, DPW
 DPW files:
 Northern Choral Society Holiday Concert

*Northern Choral Society
PO Box 842
Watertown, NY 13601*

To Whom It May Concern:

Northern Choral Society would like to request the service of the Citi Buses to transport concert attendees for our annual Christmas Concert. This service would reach community members coming to this event and would help alleviate traffic congestion around the event venue.

Our concert dates are December 3rd at 7PM and December 4th at 3PM. The concert location is Asbury United Methodist Church located at 327 Franklin St. The buses would start one (1) hour prior to each concert and end after all passengers are returned to the appropriate parking lots. The offsite parking lots are located within one-quarter (1/4) of a mile of the venue that would include the City Hall parking lot on Sterling St. and the First Presbyterian Church parking lot on Academy St. The number of passengers expected to be transported would be approximately 125 per performance totaling 250 for the event.

We appreciate your consideration of this request and look forward to hearing from you. Feel free to contact me at 771-2803 or the address listed above.

Sincerely,

David Elmer, NCS President

Res No. 10

November 2, 2016

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Authorizing Sunday Holiday Bus Service

The City of Watertown would like to extend our bus service operations during the upcoming holiday season to include Sundays beginning on November 27, 2016, and running for four weeks. This service has been well-received in the past and provides much-needed assistance to our residents.

As detailed in Superintendent of Public Works Gene Hayes' attached report, this program is estimated at a net cost of \$6,600.

A resolution authorizing the Sunday Holiday Bus Service is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Authorizing Sunday Holiday Bus Service

Introduced by

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

Total

YEA	NAY

WHEREAS the City of Watertown has extended its bus service to include Sundays for four weeks during the holiday season for the benefit of the citizens in the past, and

WHEREAS the City of Watertown would again like to provide this service to its residents for the 2016 holiday season,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, authorizes extending the bus service to include Sundays for a four week period beginning November 27, 2016.

Seconded by

	MEMORANDUM Dept. Public Works	E.P. Hayes
		Superintendent
		Date: 10-28-16
		Ref: PW 009-16
To:	Sharon Addison, City Manager	
Subject:	Sunday Holiday Bus Run	

As we approach the holiday season, we are beginning to receive questions from our CitiBus passengers and the general public about the Sunday Bus Run.

As such the purpose of this memorandum is to request authorization to again offer this limited service enhancement similar to what was provided last year but with 4-week schedule (as compared to five weeks last year) beginning on November 27th and running through December 18th. Operational hours will mirror our standard Saturday time schedule 9:40 through 5:40. We estimate that the total net cost for program will be \$6,600 total.

Should you have any questions concerning this estimate, please do not hesitate to contact me at your convenience.

Gene

cc: Christine Cratsenberg, Transit Supervisor
Franciska Galeriu, Sr. Engineering Tech, DPW
DPW files:
Extension of Service Request: Sunday

November 2, 2016

To: The Honorable Mayor and City Council

From: Jennifer L. Voss, Senior Planner

Subject: Approving the Community Development Block Grant (CDBG) Sub-recipient Grant Agreement with Neighbors of Watertown, Inc. for the 2014 Rental Rehabilitation Program

The Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2014 that was adopted by the City Council on October 8, 2014, included \$226,000 to pay for the rehabilitation of nine (9) substandard apartment units in the City of Watertown. Financial assistance will be available to help property owners pay for the cost of home improvements in units that are rented to low and moderate income persons.

A sub-recipient agreement between the City of Watertown and Neighbors of Watertown, Inc. for the 2014 Rental Rehabilitation Program has been drafted and is attached for Council's review. Neighbors of Watertown, Inc. will administer the project, complying with CDBG regulations and ensuring the units are rented to low and moderate income persons at rents within the HUD restrictions for 5 years.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

RESOLUTION

Page 1 of 1

Approving the Community Development Block Grant (CDBG) Sub-recipient Grant Agreement with Neighbors of Watertown, Inc. for the 2014 Rental Rehabilitation Program

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

YEA	NAY

Total

Introduced by

WHEREAS the City of Watertown’s Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2014 includes the rehabilitation of nine (9) substandard apartment units within the City of Watertown, and

WHEREAS the Annual Action Plan identifies the Rental Rehabilitation activity to be \$226,000 in funding for rehabilitation, administration and program delivery, and

WHEREAS Neighbors of Watertown, Inc. will serve as the Sub-Recipient of the funds for program administration, and

WHEREAS a Sub-Recipient Agreement between the City of Watertown and Neighbors of Watertown, Inc. for the CDBG funds has been prepared,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Sub-Recipient Agreement for program administration with the Neighbors of Watertown for the 2014 Rental Rehabilitation Program, a copy of which is attached and made a part of this resolution, and

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

Seconded by

**SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF WATERTOWN, NY
AND
NEIGHBORS OF WATERTOWN, INC.
FOR
2014 RENTAL REHABILITATION PROGRAM**

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the City of Watertown (herein called the “Grantee”) and Neighbors of Watertown, Inc. (herein called the “Subrecipient”).

WHEREAS, the Grantee has received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; otherwise known as the Community Development Block Grant Program, and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICES

A. Activities

The Subrecipient is responsible for delivering the Grantee’s 2014 Community Development Block Grant Rental Rehabilitation Program. The Subrecipient shall administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

B. Principal Tasks

The major goal of the Subrecipient’s efforts under this Agreement will be the completion of the rehabilitation of at least nine (9) eligible rental housing units. Toward that goal, the major tasks that the Subrecipient will perform include, but are not necessarily limited to, the following:

1. **Housing rehabilitation program guidelines, administrative procedures, plans and forms:** Subject to the review and approval by the Grantee, the Subrecipient will establish, housing rehabilitation program guidelines, (including but not limited to applicant eligibility requirements, priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies), as well as the administrative procedures (including but not limited to the verification of eligibility, inspection, work write-up

and contractor selection, construction administration and payments) and any other necessary forms, documents or sample contracts.

2. **Outreach:** The Subrecipient will conduct sufficient advertisement of the housing rehabilitation program and other forms of outreach to ensure that eligible applicants are made aware of the program and how to participate in order to meet the housing rehabilitation goal stated in this agreement.
3. **Intake/assessment of eligibility:** The Subrecipient will assist property owners and residents in the completion of applications to permit eligibility determinations for rehabilitation assistance. The Subrecipient will make provision for translation services to meet the needs of non-English-speaking applicants. In the event of applicants who have impaired mobility or other disabilities, the Subrecipient will make provisions for completing the application at the applicant's residence or other acceptable procedures for ensuring equal access to services. Initial eligibility determination of households/structures will be made by the Subrecipient on the basis of satisfaction of income requirements (single-unit structures must be occupied by a low- and moderate-income household; if a two-unit structure, at least one must be so occupied; and if three or more units in a structure, at least 51 percent of the units must be occupied by low- and moderate-income households [at affordable rents, where applicable] according to the most current income limits established by HUD), the apparent need for rehabilitation measures to correct relevant housing code or Housing Quality Standard (HQS) deficiencies, and any other pertinent criteria set forth in the approved program design. After rehabilitation all units will be available for rent to only low-income tenants for the duration of the compliance period.
4. **Environmental Review:** The Grantee will retain all environmental review responsibilities subject to 24 CFR Part 52, as stated explicitly in Section VII, and will bear all accountability for environmental compliance under HUD monitoring. Grantee staff will complete all HUD environmental review forms and procedures. For tiered reviews, this will include both the broad-level environmental review and all site-specific reviews that follow.

In the course of completing environmental reviews, the Grantee may require site specific information from the Subrecipient. Such information may include, but is not limited to, proof of compliance with any statute, executive order or regulation where compliance was not achieved at the broad level of review. The Grantee may request any information necessary for the completion of an environmental review at any time, and the Subrecipient is responsible for providing accurate and complete documentation. The Subrecipient shall not authorize the start of construction on any project until notified by the Grantee that the environmental review of the project has been completed.

5. **Work write-ups:** For each eligible unit to be assisted, the Subrecipient will complete a detailed work write-up of the rehabilitation to be performed, including

estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be initialed and dated by the homeowner.

6. **Lead Based Paint:** For each eligible unit to be assisted that was built prior to 1978, the Subrecipient will take steps to ensure compliance with Lead-Based Paint regulations, 24 CFR 570.608 and 24 CFR Part 35, Subpart B, including but not limited to testing of painted surfaces to identify lead based paint hazards, a plan for addressing any identified hazards in the work plan, assurance that work that disturbs painted surfaces where lead-based paint is identified is performed by contractors who are trained to use “safe work practices” and performance of a “clearance inspection” at the completion of the project to assure that no dust is present that is contaminated with lead based paint. Additionally, all owners and tenants of the properties of will be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.
7. **Asbestos:** For each eligible unit to be assisted, the Subrecipient will take steps to ensure compliance with the reporting requirements of the Clean Air Act as well as with all survey, reporting and removal requirements contained within 12 NYCRR Part 56.
8. **Bank financing:** For those applicants required to secure a portion of the financing for the rehabilitation work through private loans from a bank or other type of private financial institution, the Subrecipient agrees to provide assistance to applicants when applying for such complementary financing.
9. **Solicitation and selection of contractors:** The Subrecipient will assist approved applicants in the identification, solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units. The Subrecipient will use the approved forms and contract formats and will ensure the description of the work contained in any contracts with contractors is accurate and complete. The Subrecipient also agrees to ensure work-write ups are thorough and detailed in order for contractors to create a reasonable bid on the project.
10. **Periodic and final inspections:** The Subrecipient will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding properly and satisfactorily, will authorize (with the owner’s written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor. A finalize inspection will be done by the Subrecipient, and signed by the property owner prior to final payment to the contractor.

11. **Approval of contractor payments:** As rehabilitation progresses and invoices are submitted by contractors, the Subrecipient will verify that the expenses are reasonable and the work has been completed properly (including a sign-off by the owner), and will authorize drawdown of funds from the Grantee, and disbursement to the contractors.
12. **Maintenance of case files and other records:** For each applicant, the Subrecipient will maintain case files, including application and documentation of eligibility, work write-ups, the assistance agreement between the property owner and Subrecipient (along with repayment/ recapture provisions), documentation of liens and any other forms of security, lead based paint reports and notifications, contractor selection criteria, copy of contract between owner and contractors), documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). The Subrecipient will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in a project immediately before the project, after project completion, and those moving in during the project, as well as information on those displaced or temporarily relocated (per 24 CFR 570.606 and 24 CFR part 24). The Subrecipient will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section VIII B2 of this Agreement.

C. National Objectives

All activities funded with CDBG funds must meet at least one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will benefit low- and moderate-income persons by offering financing to support the rehabilitation of substandard homes and apartments that are occupied by low or moderate income households. For activities benefiting low- and moderate-income persons, the subrecipient must adopt and make public the grantee's standards for determining that for rental housing assisted under the program, the rents of units occupied by low- and moderate-income persons are "affordable."

The occupants of each home or apartment must qualify with household income not exceeding the HUD Section 8 Income Limits. Therefore, all assistance provided in the form of rehabilitation financing and all activity delivery expenses will directly benefit low or moderate income persons.

D. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to rehabilitate at least nine rental housing units.

E. Staffing

Compliance with all CDBG regulations and requirements and implementation of the Rental Rehabilitation Program will be carried out by the following staff who will be assigned as key personnel and will carry out and will be responsible for their assigned tasks:

Staff Member Title	General Program Duties
Reginald Schweitzer, Deputy Director	Overall administration of the Program activities; General program oversight and administration;
Hollie Thesier, Housing Program Coordinator	Assist with revision of forms and procedures; outreach; intake and eligibility determinations; direct the mailing of letters to potential clients, mailing of program handbooks and pre-applications; receive and review applications, interview and verify documentation for qualifying applicants, schedule inspection, supervision of Housing Rehab Coordinator; submission of approved contractor invoices; prepare reports and draws, revision of forms and procedures; qualify potential tenants upon completion, maintain all program records and required grant documentation; ensure compliance upon completion
Gene Bolton, Housing Rehab Coordinator	Stay abreast of rehabilitation costs, materials and best practices; qualify all contractors; inspect each property to determine the scope of rehabilitation required; work write-ups; assist owner in preparing bid packages, solicitation of contractors; assist owner in selecting contractor based on lowest, qualified bid, approval of contractor selection; monitor work in progress; inspect work for compliance with specifications, close out projects, submit progress and final payments; inspect property to ensure compliance throughout the compliance period;
Sarah Millard, Fiscal Director	Financial Records

Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

F. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

A. Contract Term.

Services of the Subrecipient shall start on December 1, 2016 and end on December 31, 2017. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

B. Project Schedule.

The Subrecipient will perform the described housing rehabilitation tasks and complete the rehabilitation of eligible units in conformance with the schedule below.

Activity	Planned Finish Date
Forms and Procedures	December 2016
Marketing/Outreach	On-going
Applications/Eligibility Determination	On-going
Awards/Project Selection	On-going
Contracts	On-going
25% of Funds Committed	January 2017
50% of Funds Expended	May 2017
100% of Funds Expended	October 2017
Project Closeout	December 2017

III. BUDGET

A. Line Item Budget

The following is the budget for the housing rehabilitation program to be administered by the subrecipient.

Rehabilitation Loans and Grants	\$201,520.00
Lead Based Paint Fees	\$ 4,230.00
Administration and Program Delivery	\$ 20,250.00
TOTAL	\$226,000.00

B. Indirect Costs

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

IV. PAYMENT

A. Subgrant Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$226,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section III herein and in accordance with performance.

B. Direct Rehabilitation Expenses.

Payments to contractors should be made on the basis of work completed, with at least 10 percent retained until final inspection and sign-off of the completed rehabilitation by the Subrecipient's staff and property owner.

*Payment schedules based on number of inspections throughout the process will work, but not an actual schedule as construction timelines can vary based on a number of factors encountered throughout the process.

C. Operation & Administration Expenses

Expenses for general administration shall also be paid against the line item budgets specified in Section III and in accordance with performance.

D. Financial Management Certification

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Michael Lumbis, Planning & Community Development Director
City of Watertown
245 Washington Street
Watertown, NY 13601
Tel: (315) 785-7734
Fax: (315) 785-7829

Subrecipient

Gary C. Beasley, CEO/Executive Director
Neighbors of Watertown, Inc.
112 Franklin Street
Watertown, NY 13601
(315) 782-8497
(315) 782-0102

VI. SPECIAL CONDITIONS

N/A

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the

services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall provide the Grantee with proof of the above insurances and bond, reflecting that the City of Watertown is the loss payee for such coverages, and shall also provide a Certificate of Insurance which reflects that the City is an additional insured on its Commercial General liability (CGL) Insurance and that the City of Watertown will be provided with at least 30 days notice, by the insurer, of any intent to cancel or discontinue the Subrecipient's coverage.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing,

signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate

internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Privacy Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report as needed all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The subrecipient will not use any program income. All program income will be returned to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit monthly Progress Reports to the Grantee in the form and with the content required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the greater Watertown area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan

under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all

contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

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.C. 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.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and

- information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Watertown, New York

By: _____
Sharon Addison, City Manager

Neighbors of Watertown, Inc.

By: _____
Gary Beasley, Executive Director

Res No. 12

November 2, 2016

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Public Auction for Tax Sale Certificate Assignment

The City of Watertown is the holder of a 2014 tax sale certificate for 465 Martin Street for which the redemption period has expired. The City has yet to issue itself a tax deed to this parcel. If the City does not wish to issue itself a tax deed to take title to this parcel, it could instead hold a public auction to assign the City's interests in the tax sale certificate.

The redemption amount for 465 Martin Street at the end of the two-year period was \$7,357.31 and since the expiration of the redemption period the City has paid an additional \$1,503.12 in City and School taxes as the tax sale certificate holder.

The City previously auctioned off in 2012 for \$1,300 its interest in a 2001 tax sale certificate to this parcel to TS Vendors, Inc. (the current owner of record).

Staff is recommending holding a public auction to sell the City's interest in the tax sale certificate and thus remain out of the ownership chain.

A minimum bid of \$2,000 is proposed in the resolution but City Council may amend this amount if it chooses.

City Council will be presented with a resolution at the December 5, 2016 meeting to accept the high bid from this auction. If the City does not receive a bid or does not choose to accept the high bid, it can then elect to cancel its tax sale certificate and seek a legal judgment against the property owner. TS Vendors, Inc owns the following additional properties in the City.

<u>Address</u>	<u>Property Class</u>	<u>Taxable Assessed Value</u>
306 Factory Street	Commercial	\$ 65,100
743 Huntington Street	Bar	\$105,200
335 Rutland Street North	Single family	\$ 76,100
451 Martin Street	Vacant commercial	\$ 8,500

RESOLUTION

Page 1 of 2

Authorizing Public Auction for Tax Sale
Certificate Assignment

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

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is the owner of certain tax sale certificates on various lots of land as designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as follows:

<u>Parcel Number</u>	<u>Address</u>	<u>Original Tax Sale Certificate Amount</u>
01-14-121.000	591 Rear Main Street West	\$ 9,359.63
01-18-102.000	424 Vanduzee Street	\$ 44,365.93

and,

WHEREAS the City Council does not wish to take title to these properties,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 13 adopted by the Council, on June 6, 1977, the Comptroller of the City of Watertown be and he hereby is authorized to publish a Notice of Sale of the tax sale certificates for the land above mentioned once a week for three (3) consecutive weeks in the official newspaper of the City of Watertown to the effect that said parcels of land will, at 6:00 p.m. on the 14th day of October, 2015, in the 3rd Floor City Council Chambers in the Municipal Building, 245 Washington Street, be offered individually for sale to the highest bidder there present, and

RESOLUTION

Page 2 of 2

Authorizing Public Auction for Tax Sale
Certificate Assignment

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

Total

YEA	NAY

BE IT FURTHER RESOLVED that the City Comptroller be and he hereby is authorized to accept bids for said parcels, in an amount not less than the minimum price set below, subject to the rights of the said City Council to reject any and all bids, and

<u>Parcel Number</u>	<u>Address</u>	<u>Minimum Bid</u>
01-14-121.000	591 Rear Main Street West	\$ 1,000
01-18-102.000	424 Vanduzee Street	\$ 1,000

BE IT FURTHER RESOLVED that the highest bidder deposit at least 10 percent (10%) of the bid price at the same time of each said bid with the City Comptroller, and

BE IT FURTHER RESOLVED that said tax sale certificates shall be offered for sale for cash only, and

BE IT FURTHER RESOLVED that the said bids shall be submitted to the Mayor and City Council for their approval or rejection, and

BE IT FURTHER RESOLVED that the City reserves the right to withdraw any tax sale certificate prior to the public sale of said certificate.

Seconded by



Res No. 13

November 2, 2016

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Authorizing Public Auction for Sale of City Owned Properties

The City of Watertown has taken title to several parcels of property it acquired through various tax sales. The attached resolution authorizes my office to advertise the parcels and hold a public auction on Monday, November 28th at 6:00 p.m. in City Council chambers.

The resolution authorizing the auction, the legal advertisement, the Purchase Offer signed by the prospective buyer, and the deed will all contain language to the effect that the buyer of the property agrees to bring it into compliance with all applicable provisions of the New York State Fire Prevention and Building Code, and all City of Watertown zoning and health codes within one (1) year of the sale to the buyer and if the property is not brought into compliance within one (1) year the City can seek reversion of the property.

The high bids received at the public auction will be presented to City Council for final approval at the December 5th City Council meeting.

Habitat for Humanity has expressed interest in acquiring the following parcels from the City. If City Council desires to transfer these parcels to Habitat for Humanity then the following resolution will need to be amended to remove them from the auction list. Additionally, City Council will be presented with resolutions in the future to officially approve the transfer ownership of these parcels.

- 140 Palmer Street (Parcel 08-05-121.000)
- VL-140 Palmer Street (Parcel 08-05-120.000)
- 125 Casey Street (Parcel 09-14-122.000)

City staff is still awaiting a decision from Neighbors of Watertown on their desire to work on 825 Academy Street through the NDC Program.

Minimum bids are proposed in the resolution for each parcel but City Council may amend any of these amounts if it chooses.

RESOLUTION

Page 1 of 4

Authorizing Public Auction for Sale
of City Owned Properties

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

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns certain lots of land acquired at Tax Sale and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as follows:

<u>Parcel Number</u>	<u>Address</u>
11-03-220.000	166 Academy Street
1-10-310.000	825 Academy Street
1-10-310.000	103 Alexandria Avenue
3-05-331.000	VL Burlington Street
9-14-122.000	125 Casey Street
2-02-114.000	524 Clay Street
5-06-260.000	340 Rear Colorado Avenue
5-02-302.000	1205 Columbia Street
2-02-114.000	524 Cooper Street
5-04-208.000	1230 Gill Street
6-06-125.000	316 High Street
6-06-126.001	318 Rear High Street
6-06-126.000	320 High Street
6-11-308.000	900 Huntington Street
3-05-305.000	602 Lansing Street
2-03-111.000	367 Main Street West
8-05-121.000	140 Palmer Street
8-05-120.000	VL-140 Palmer Street
14-20-313.000	VL-3 Richards Drive
7-17-117.000	321 Sill Street
11-01.105.000	209 Sterling Street
03-09-101.000	36 Stuart Street
1-24-202.000	59 Woodley Street
1-24-201.000	60 Woodley Street

RESOLUTION

Page 2 of 4

Authorizing Public Auction for Sale
of City Owned Properties

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

YEA	NAY

And,

WHEREAS title said land has been retained by the City of Watertown, and

WHEREAS the City Council deems the properties to be excess and not required for any City purposes, and

WHEREAS the City Council desires to ensure that properties such as those listed above be brought into compliance with all applicable provisions of the New York State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 13 adopted by the Council, on June 6, 1977, the Comptroller of the City of Watertown be and he hereby is authorized to publish a Notice of Sale of the parcels of land above mentioned once a week for three (3) consecutive weeks in the official newspaper of the City of Watertown to the effect that said parcels of land will, at 6:00 p.m. on the 28th day of November, 2016, in the 3rd Floor City Council Chambers in the Municipal Building, 245 Washington Street, be offered individually for sale to the highest bidder and there present, under the conditions herein set forth:

The aforesaid parcels are conveyed, together with all rights and privileges affecting the same, and also together with all buildings, improvements and appurtenances located upon said described parcels, and

BE IT FURTHER RESOLVED that the City Comptroller be and he hereby is authorized to accept bids for said parcels, in an amount not less than the minimum price set below, subject to the rights of the said City Council to reject any and all bids, and

RESOLUTION

Page 3 of 4

Authorizing Public Auction for Sale
of City Owned Properties

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

YEA	NAY

<u>Parcel Number</u>	<u>Address</u>	<u>Minimum Bid</u>
11-03-220.000	166 Academy Street	\$ 5,000
1-10-310.000	825 Academy Street	\$ 6,000
1-10-310.000	103 Alexandria Avenue	\$ 100
3-05-331.000	VL Burlington Street	\$ 500
9-14-122.000	125 Casey Street	\$ 1,000
2-02-114.000	524 Clay Street	\$ 4,000
5-06-260.000	340 Rear Colorado Avenue	\$ 500
5-02-302.000	1205 Columbia Street	\$ 1,000
2-02-114.000	524 Cooper Street	\$ 100
5-04-208.000	1230 Gill Street	\$ 1,000
6-06-125.000	316 High Street	\$ 100
6-06-126.001	318 Rear High Street	\$ 500
6-06-126.000	320 High Street	\$ 4,000
6-11-308.000	900 Huntington Street	\$ 1,000
3-05-305.000	602 Lansing Street	\$ 3,000
2-03-111.000	367 Main Street West	\$ 4,000
8-05-121.000	140 Palmer Street	\$ 1,500
8-05-120.000	VL-140 Palmer Street	\$ 100
14-20-313.000	VL-3 Richards Drive	\$ 250
7-17-117.000	321 Sill Street	\$ 3,000
11-01.105.000	209 Sterling Street	\$ 1,000
03-09-101.000	36 Stuart Street	\$ 100
1-24-202.000	59 Woodley Street	\$ 100
1-24-201.000	60 Woodley Street	\$ 100

BE IT FURTHER RESOLVED that the highest bidder deposit at least 10 per cent (10%) of the bid price at the same time of each said successful bid with the City Comptroller, and

BE IT FURTHER RESOLVED that said parcels of land shall be then sold to the successful bidder for cash or certified funds only, and

BE IT FURTHER RESOLVED that the Notice of Sale, any offer to purchase, and any deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the State Fire Prevention and Building Code and all

RESOLUTION

Page 4 of 4

Authorizing Public Auction for Sale
of City Owned Properties

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

Total

YEA	NAY

City of Watertown zoning and health codes within one (1) year of the City’s delivery of the deed to the buyer, the City shall have the right to seek reversion of title to the City, and

BE IT FURTHER RESOLVED that the said bids shall be submitted to the Mayor and City Council for their approval or rejection, and

BE IT FURTHER RESOLVED that the City reserves the right to withdraw any parcel prior to the public sale of said parcels.

Seconded by

<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
166 Academy Street	11-03-220.000	Two Family	50' x 109'	Residential B	\$57,500	\$5,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
825 Academy Street	1-10-310.000	Two Family	50' x 109'	Residential B	\$62,100	\$6,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
103 Alexandria Avenue	1-10-310.000	Residential Vacant	30' x 70'	Residential B	\$500	\$100



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
VL Burlington Street	3-05-331.000	Residential Vacant	50' x 110'	Residential C	\$4,750	\$500



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
125 Casey St	9-14-122.000	Single Family (pre-demolition)	99' x 99'	Residential B	\$30,800 (pre-demolition)	\$1,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
524 Clay Street	11-05-116.000	One Family	55' x 66'	Residential C	\$45,800	\$4,000



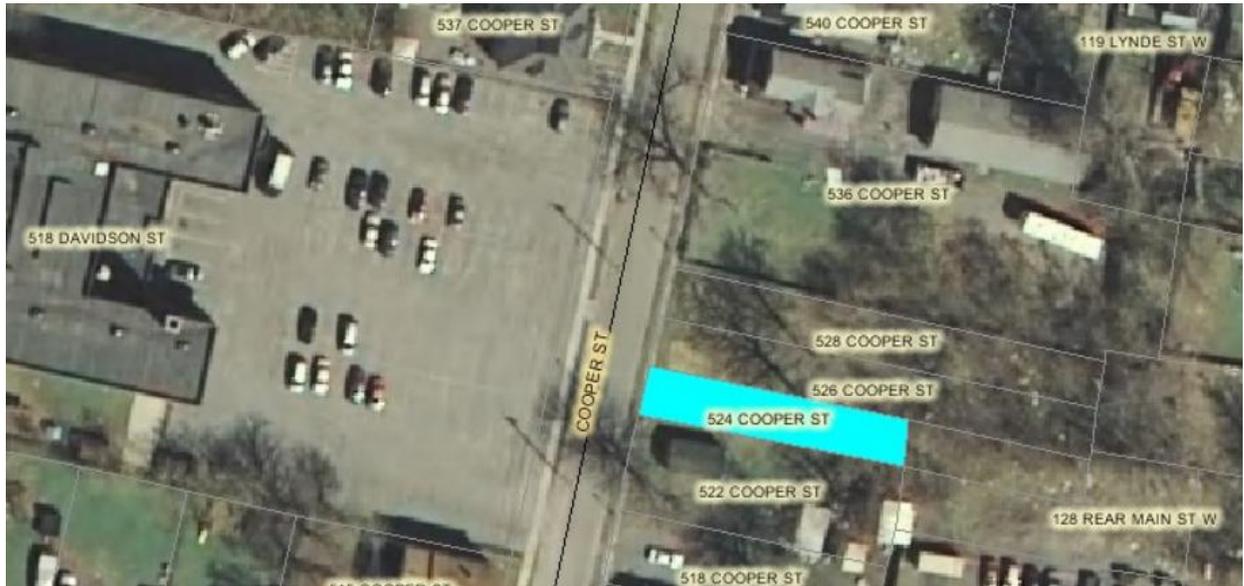
	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
340 Rear Colorado Avenue	5-06-260.000	Road/street/high way	.53 acres	Light Industry	\$5,400	\$500



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
1205 Columbia Street	5-02-302.000	Residential Vacant	60' x 50'	Residential B	\$8,100	\$1,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
524 Cooper Street	2-02-114.000	Residential Vacant	22' x 118'	Residential B	\$800	\$100



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
1230 Gill Street	5-04-208.000	Residential Vacant	51' x 139'	Not Zoned	\$9,100	\$1,000



Parcel #	Parcel #	Property Class	Lot size	Zoning	Assessed Value	Minimum Bid
316 High Street	6-06-125.000	Vacant Commercial	66' x 112'	Commercial	\$4,350	\$500
318 Rear High Street	6-06-126.001	Vacant with Improvements	54' x 84'	Residential C	\$4,900	\$500
320 High Street	6-06-126.000	Single Family	68' x 132'	Residential C	\$39,400	\$4,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
900 Huntington Street	6-11-308.000	Detached row building (pre-demolition)	57' x 88'	Light Industry	\$59,800 (pre-demolition)	\$1,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
602 Lansing Street	3-05-305.000	Single Family	47' x 72'	Residential C	\$35,200	\$3,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
367 Main Street West	2-03-111.000	Two Family	41' x 150'	Residential C	\$41,400	\$4,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
140 Palmer Street	8-05-121.000	Residential Vacant	65' x 214.5'	Residential A	\$15,600	\$1,500
VL-140 Palmer Street	8-05-120.000	Residential Vacant	5' x 214.5'	Residential A	\$500	\$50



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
VL-3 Richards Drive	14-20-313.000	Residential Vacant	80' x 35'	Residential C	\$2,700	\$250



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
321 Sill Street	7-17-117.000	Single Family	75' x 83'	Residential B	\$35,000	\$3,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
209 Sterling Street	11-01-105.000	Residential Vacant	28' x 87'	Residential C	\$6,700	\$700



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
36 Stuart St	3-09-101.000	Residential Vacant	36' x 52'	Residential A	\$100	\$100



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
59 Woodley St	1-24-202.000	Residential Vacant	50' x 73'	Residential A	\$1,200	\$100
60 Woodley St	1-24-201.000	Residential Vacant	50' x 73'	Residential A	\$1,200	\$100



November 7, 2016

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Property Offer – 900 Huntington Street

Since the preparation of Resolution #13 the City has received the attached property offer of \$1,500 from Steve Sboro for 900 Huntington Street. This parcel is proposed to be included in the upcoming property auction at a proposed minimum bid of \$1,000.

City Council has the option to:

:

1. Continue with a public auction of the parcel but consider amending the property auction resolution to increase the minimum bid to \$1,500 to match the submitted offer
or
2. Conduct a private sale by amending the property auction resolution to remove the parcel from the public auction and direct staff to prepare a resolution for the next City Council meeting to formally accept the offer of \$1,500 for the parcel.





Property Description Report For: 900 Huntington St, Municipality of City of Watertown



Status: Active
Roll Section: Taxable
Swis: 221800
Tax Map ID #: 6-11-308.000
Account #: 08056610
Property Class: 330 - Vacant comm
Site: RES 1
In Ag. District: No
Site Property Class: 330 - Vacant comm
Zoning Code: C - Commercial
Neighborhood Code: 00708
School District: Watertown
Total Assessment: 2016 - \$59,800
 2015 - \$59,800

Total Acreage/Size: 57 x 88
Land Assessment: 2016 - \$8,000
 2015 - \$8,000
Full Market Value: 2016 - \$65,000
 2015 - \$67,955
Equalization Rate: ----
Deed Book: 2016
Grid East: 1001522

Property Desc: 57x88 611308
Deed Page: 10712
Grid North: 1449708

Land Types

Type	Size
Primary	57 x 88

Taxes

Year	Description	Amount
2016	City	\$491.67
2016	County	\$473.27
2016	School	\$604.58
2015	City	\$820.65
2015	County	\$456.24
2015	School	\$623.94

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



Photo 1 of 3

Photo for 6-11-308.000 in City of Watertown

Art's Jug Restaurant
820 Huntington Street
Watertown, NY 13601
(315)788-9513

Dear Mr. Mills,

Hello. I am interested in acquiring the property on the corner of Huntington Street and Central Street that was recently torn down by the city, as we are located directly across the street at 820 Huntington Street.

We would like to submit an offer on this city owned property of \$1500.00.

Please consider our offer and let us know if you have any questions.

Feel free to contact my bookkeeper, Heather Sboro, at phone number 256-5154 or by mail at the above address.

Thank you,



Steve Sboro

Res No. 14

November 4, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Change Order for Watertown Municipal Arena Renovation,
Bette & Cring

On March 30, 2015, City Council approved several bids for the Watertown Municipal Arena Renovation, for a total bid award of \$9,141,000. The current total of all four contracts is \$9,492,965.78.

As detailed in City Engineer Justin L. Wood's attached report, Bette & Cring have submitted Change Order No. 11 for work necessary to prep the walls in the Pool House for the new paint.

Attached for Council consideration is a Resolution for this Change Orders. Approval of this Resolution is contingent upon approval of the Bond Ordinance Amendment also in tonight's Council Agenda to cover the cost of this project, as well as the Change Order for Bernier Carr and Associates approved at the October 3, 2016 Council Meeting.

RESOLUTION

Page 1 of 3

Approving Change Order No. 11 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring

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

YEA	NAY

Introduced by

WHEREAS on March 30, 2015, City Council of the City of Watertown approved the bid submitted by Bette & Cring in the amount of \$6,268,000 as the General Contractor for the Watertown Municipal Arena Renovation, and

WHEREAS on June 15, 2015, City Council approved Change Order No. 1 in the decreased amount of \$31,260 for changing to a hydraulic elevator, and

WHEREAS also on June 15, 2015, City Council approved Change Order No. 2 in the increased amount of \$20,543 for storm and sanitary separation, as well as removal of high hat channel, and

WHEREAS on July 20, 2015, City Council approved Change Order No. 3 in the amount of \$20,790.42 to cover the cost of steel support beams on the second floor and removing structural steel in the northeast corner of the building addition, and

WHEREAS on September 21, 2015, City Council approved Change Order No. 4 in the amount of \$21,236.92 to cover the cost of removal of lead paint, modify existing concrete footer, relocate a column, install storm sewer pipe, relocate existing roof drains and a credit for fiber mesh, and

WHEREAS on November 16, 2015, City Council approved Change Order No. 5 in the amount of \$34,346.03 to cover the cost of changing the toilet partitions, shoring of roof plank in the Pool House, provide painted galvaneal metal wall panel, provide angle supports of West Gable end wall, modify structural steel to northeast addition, install structural header for an overhead door to the mechanical room, provide heavier duty hinges on doors, credit to reduce footer depth at west addition, and credit to delete benches and angle iron along the 18” ledge on the second floor, and

RESOLUTION

Page 2 of 3

Approving Change Order No. 11 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring

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

YEA	NAY

WHEREAS on December 21, 2015, City Council approved Change Order No. 6 in the amount of \$48,816.05 to cover the cost of replacing main entrance doors in the pool area, additional support to counteract movement of the second floor balcony in the West Addition, replace deteriorated sidewalks adjacent to the entrance of the Pool House, provide thickset for tile floors in the Bathhouse, change stairs from cast-in-place concrete to steel, provide door and hardware off the door schedule from the elevator pit to the sprinkler room, increase the locker room bench size, provide weatherproof access panel on the West Addition roof and a credit to delete the steel condenser platform, and

WHEREAS on December 21, 2015, City Council approved Change Order No. 7 in the amount of \$28,038.05 to provide additional asphalt paving at the east entrance to the arena and to cover the floor finish revisions requested, and

WHEREAS on January 19, 2016, City Council approved Change Order No. 8 for a no cost time extension for building occupancy to March 7, 2016, and

WHEREAS on February 16, 2016, City Council approved Change Order No. 9 in the amount of \$49,698.90 for a credit to change metal stud type, to box out and sheet rock over steel trusses, to add kickers to the parapet wall on the West Addition, to add remobilization cost to complete concrete plank topping, to grind down existing concrete floor in the Vendor Room, to install pier caps at the West Addition entrance columns, to provide additional column to support the upper level mezzanine, and to replace broken and mold stained tile on the walls of the Pool House Locker Room Showers, and

WHEREAS on April 19, 2016, City Council approved Change Order No. 10 in the amount of \$58,728.02 for enclosing beams and installing soffits, repair an existing steel column discovered to have severe corrosion and several other items as documented in their change order, and

RESOLUTION

Page 3 of 3

Approving Change Order No. 11 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring

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

YEA	NAY

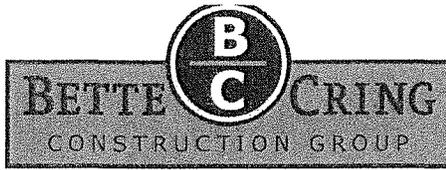
WHEREAS Bette & Cring has now submitted Change Order No. 11 in the amount of \$465.44 for refinishing walls in the pool house,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 11, a copy of which is attached and made part of this Resolution, to the contract with Bette & Cring in the amount of \$465.44 as described above bringing the total contract amount to \$6,519,402.83 for the Watertown Municipal Arena Renovation Project, 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 the City Manager Sharon Addison is hereby authorized and directed to sign the Change Order on behalf of the City of Watertown.

Seconded by



Tuesday, September 27, 2016

Mr. Justin Wood
City of Watertown
245 Washington Street
Watertown, NY 13601

RE: Potential Change Order # 101
Watertown Ice Arena- 1523

Dear Mr. Wood,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 101
Date: 27-Sep-16
Description: Prep Pool Walls
Proposed Amt: \$465.44
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Prep Pool Walls	\$465.44	

Total:\$465.44

Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,
BETTE & CRING, LLC

A handwritten signature in black ink, appearing to read 'Nick Matott', is written over the printed name.

Nick Matott
Project Manager

Watertown Ice Arena				
PROPOSAL: PCO-101 Prep Pool Walls				
Description	Qty	Units	Rate	Total
Leone Painting				
Painter	8	Hrs	\$ 55.41	\$ 443.28
B&C's 5% OH&P	5%	OH&P	\$ 443.28	\$ 22.16
TOTAL				\$ 465.44

Contractor Name: <u>THE LEONE COMPANIES</u>	Date: <u>5/15/15</u>
Address: <u>105 SCOTT LN</u>	County: <u>JEFFERSON</u>
Telephone No: <u>315 952 2868</u>	Trade: <u>PAINTING</u>

	REGULAR BASE RATE	PREMIUM/TIME BASE RATE
--	----------------------	---------------------------

A. WAGE RATE PER HOUR	23.26	34.84
-----------------------	-------	-------

BENEFITS	% per hour	\$ per hour		
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				
Taxes on Benefits				

B. TOTAL BENEFITS PER HOUR	\$ 18.12	18.12	18.12
----------------------------	----------	-------	-------

PAYROLL TAXES AND INSURANCE				
F.I.C.A. / Social Security	2.65	%	1.78	1.78
Medicare	-	%		
Federal Unemployment	0.60	%	.14	.21
State Unemployment	4.10	%	3.06	1.44
Workman's Compensation Code: _____	13.16	%	.12	4.59
Disability	.50	%	6.97	.18
Bodily Injury/Property Damage/Liability Insurance	29.96	%		10.21

C. TOTAL TAXES AND INSURANCE PER HOUR		13.03	18.41
<input type="checkbox"/> All benefits are paid directly to Employee. <input type="checkbox"/> Only benefits identified by * above are paid directly to Employee _____ times _____ % =			

D. TOTAL LABOR RATE (A + B + C) =	55.41	71.42
-----------------------------------	-------	-------

E. CONTRACTOR'S CERTIFICATION



PPG Architectural Coatings

Because Every Job Matters

SOLD TO: 310719250000
LEONE PAINTING COMPANY LLC
105 SCOTT LN
LIVERPOOL, NY 13088-5433
(315)952-2868

CUST PO#: mike
CUST JOB: Watertown Ice Rink

SHIP TO:
LEONE PAINTING, MIKE LEONE
105 SCOTT LANE
LIVERPOOL; NY 13088

(315)952-2868

STORE# 8297
8297-SYRACUSE 72 ERIE BLVD E
2516 ERIE BOULEVARD EAST
SYRACUSE, NY 13224
PH: (315)446-7890 FX: (315)446-2701
HOURS: SUN 12:00 AM-12:00 AM
MON-FRI 7:00 AM-5:00 PM
SAT 8:00 AM-12:00 PM

PAF8297@PPG.COM

INVOICE
#829703027287



829703092116027287

DATE: 09/21/2016 TIME: 2:54 PM
STORE REP: LORIE S
SALES REP: JOSEPH D
PAGE 1 OF 1

QTY	ITEM#	DESCRIPTION	PRICE	AMOUNT
5	V70-610/01	PZ BREAK I/E 250 GL WHPB V70-610 B100 _829703000003126_Ice Cube SW6252	\$42.00	\$210.00
1	WMZ03550/EA	03550 5GL COVER STAIN PRMR WHT B500	\$88.00	\$88.00

NO CHARGE

TERMS:

Freight will be charged on orders, blinds, and wall covering books. Special merchandise in good condition is eligible for 75% refund w/ original invoice within 60 days. Tinted merchandise cannot be returned. Non-tinted merchandise in good condition may be returned w/ original invoice w/in 60 days. Qualifying returns will be made in the same form of payment as original purchase. PPG reserves the right to make large cash returns by check w/in 10 business days. A service fee will be charged on returned checks. See the store manager for details. PPG understands, and Buyer represents that the products sold will be used for commercial or home painting, and will not be used for Nuclear, Chemical or Biological weapons facilities or activities including painting any such items or facilities. Buyer agrees to notify PPG immediately if Buyer becomes aware of any change in the end use of the products. Browse global employment opportunities at www.ppgpro.com/careers. Let us know how we're doing - visit www.ppgpro.com/survey/stores to give your feedback!

TERMS: NET 15TH PROX
I agree to pay \$298.00 in accordance with my PPG Credit Agreement (310719250000).

REMIT TO:
PPG ARCHITECTURAL FINISHES
P O BOX 536864
ATLANTA, GA 30353-6864

SUBTOTAL:	\$298.00
LABOR:	\$0.00
FREIGHT:	\$0.00
ECO FEE:	\$0.00
SALES TAX:	\$0.00
INVOICE TOTAL:	\$298.00
HOUSECHARGE-AR:	\$298.00
TOTAL TENDERED:	\$298.00
BALANCE DUE:	\$0.00
DUE TO CUSTOMER:	\$0.00

THANK YOU FOR SHOPPING AT
PPG...BECAUSE EVERY JOB
MATTERS!



1869

CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: November 4, 2016

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Watertown Municipal Arena Renovation – Change Order

The previously presented change order included an item for paint modifications, which the contractor has completed and will be paid for. This has been broken out into its own change order for Council consideration, in the amount of \$465.44, to Bette Cring (General Contractor). Approval of this change order brings the total contract amount to \$9,492,965.78, and is contingent on approval of a Bond Ordinance.

Contract 1 – General Contract (GC)

Bette & Cring

Base Bid \$6,268,000.00

Current Contract = \$6,518,937.39

CO 1-011 + \$ 465.44

New Contract = \$6,519,402.83

Contract 2 – Mechanical Contract (MC) Lawman Heating and Cooling, Inc.

Base Bid \$1,229,000.00

Current Contract = \$1,236,003.55

Contract 3 – Plumbing Contract (PC)

Lawman Heating and Cooling, Inc.

Base Bid \$ 668,000.00

Current Contract = \$ 770,099.66

Contract 4 – Electrical Contract (EC)

Lawman Heating and Cooling, Inc.

Base Bid \$ 976,000.00

Current Contract = \$ 967,459.74

Please provide a resolution for Council consideration

cc: Amy Pastuf, Purchasing Manager
Erin Gardner, Superintendent of Parks and Recreation
Jim Mills, City Comptroller

RESOLUTION

Page 1 of 2

Authorizing Public Sale of City
Owned Tax Sale Certificate

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

YEA	NAY

Introduced by

WHEREAS the City of Watertown is the owner of certain tax sale certificates on various lots of land as designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as follows:

<u>Parcel Number</u>	<u>Address</u>	<u>Original Tax Sale Certificate Amount</u>
01-14-121.000	465 Martin Street	\$ 1,867.61

and,

WHEREAS the City Council does not wish to take title to these properties,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 13 adopted by the Council, on June 6, 1977, the Comptroller of the City of Watertown be and he hereby is authorized to publish a Notice of Sale of the tax sale certificates for the land above mentioned once a week for three (3) consecutive weeks in the official newspaper of the City of Watertown to the effect that said parcels of land will, at 6:00 p.m. on the 28th day of November, 2016, in the 3rd Floor City Council Chambers in the Municipal Building, 245 Washington Street, be offered individually for sale to the highest bidder there present, and

BE IT FURTHER RESOLVED that the City Comptroller be and he hereby is authorized to accept bids for said parcels, in an amount not less than the minimum price set below, subject to the rights of the said City Council to reject any and all bids, and

RESOLUTION

Page 2 of 2

Authorizing Public Sale of City
Owned Tax Sale Certificate

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

YEA	NAY

<u>Parcel Number</u>	<u>Address</u>	<u>Minimum Bid</u>
01-14-121.000	465 Martin Street	\$ 2,000

BE IT FURTHER RESOLVED that the highest bidder deposit at least 10 percent (10%) of the bid price at the same time of each said bid with the City Comptroller, and

BE IT FURTHER RESOLVED that said tax sale certificates shall be offered for sale for cash only, and

BE IT FURTHER RESOLVED that the said bids shall be submitted to the Mayor and City Council for their approval or rejection, and

BE IT FURTHER RESOLVED that the City reserves the right to withdraw any tax sale certificate prior to the public sale of said certificate.

Seconded by

Ord No. 1

November 2, 2016

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of 1104 and 1108 Washington Street, Respective Parcel Numbers 14-12-107.000 and 14-12-108.000, from Health Services to Neighborhood Business

Michael J. Leonelli of Capital Assurance, on behalf of Care Net Pregnancy Center of NNY and Steven Butler, has submitted the above subject zone change request.

The Planning Board reviewed the request at its November 1, 2016 meeting and defeated a motion recommending that City Council approve the zone change request as submitted. Three members voted in favor of the motion and one voted against, with two members absent. However, on the Planning Board, four votes are needed to adopt any motion, and therefore the motion was defeated.

Attached is the report on the zone change request prepared for the Planning Board. An excerpt from the Planning Board's meeting minutes will be included in the City Council agenda packets for the November 21, 2016 City Council meeting.

The ordinance attached for City Council consideration approves the zone change as requested. The City Council must hold a public hearing on the ordinance before it may vote. It is recommended that a public hearing be scheduled for 7:30 p.m. on Monday, November 21, 2016. A SEQRA resolution will be presented for City Council consideration at that meeting.

ORDINANCE

Page 1 of 1

Changing the Approved Zoning Classification of the 1104 and 1108 Washington Street, Parcel Numbers 14-12-107.000 and 14-12-108.000, from Health Services to Neighborhood Business

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

BE IT ORDAINED where Michael J. Leonelli of Capital Assurance, on behalf of Care Net Pregnancy Center of NNY and Steven Butler, has made an application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law to change the approved zoning classification of 1104 and 1108 Washington Street, Respective Parcel Numbers 14-12-107.000 and 14-12-108.000, from Health Services to Neighborhood Business, and

WHEREAS the Planning Board of the City of Watertown considered the zone change request at its November 1, 2016 meeting and defeated a motion recommending that City Council approve the zone change, and

WHEREAS a public hearing was held on the proposed zone change on November 21, 2016, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed zone change according to the requirements of SEQRA, and

WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested zone change,

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of 1104 and 1108 Washington Street, Respective Parcel Numbers 14-12-107.000 and 14-12-108.000, shall be changed from Health Services to Neighborhood Business to District, and

BE IT FURTHER ORDAINED that the Zoning Map of the City of Watertown shall be amended to reflect the zone change, and

BE IT FURTHER ORDAINED this amendment to the Zoning Ordinance of the City of Watertown shall take effect as soon as it is published once in the official newspaper of the City of Watertown, or otherwise printed as the City Manager directs.

Seconded by



MEMORANDUM

CITY OF WATERTOWN, NEW YORK
OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601
PHONE: 315-785-7740 – FAX: 315-785-7829

TO: Planning Board Members

FROM: Michael A. Lumbis, Planning and Community Development Director *MAL*

SUBJECT: Zone Change – 1104 and 1108 Washington Street

DATE: October 27, 2016

Request: To change the approved zoning classification of 1104 and 1108 Washington Street, Respective Parcel Numbers 14-12-107.000 and 14-12-108.000, from Health Services to Neighborhood Business

Applicant: Michael J. Leonelli of Capital Assurance on behalf of Care Net Pregnancy Center of NNY and Steven Butler

Owner(s): Care Net Pregnancy Center of NNY and Steven Butler, respectively

SEQRA: Unlisted

County review: No

Comments: The applicant is requesting a zone change in order to operate a finance business at 1104 Washington Street. The applicant does not propose any physical changes to the existing building or any other part of the property. In order to maintain a contiguous zoning district and not leapfrog any parcels, the applicant has included the neighboring property at 1108 Washington Street as part of the request.

Land Use Plan: The City's adopted Land Use Plan designates both of these parcels as Medium Density Residential, as it does for the five parcels immediately north of the subject properties and the first adjacent parcel to the south. The entire block on the opposite side of Washington Street is likewise planned for Medium Density Residential. There is one property on the block that the Land Use Plan designates as Neighborhood Business. It is the Fast Lube of Watertown property at the corner of Washington and Chestnut Streets. This property and its northern neighbor are already zoned Neighborhood Business. The Land Use Plan also designates the Centennial Apartments, Samaritan Keep Home and Samaritan Medical Center properties located to the northwest as Health Services.

Zoning History: The parcels in this section of Washington Street were changed from Residence A and Residence B to Health Services District in 1999. At the time, the Planning Board and City Council had a vision for the Washington Street corridor that would consist of medical and health related businesses that would complement the hospital. It was thought that the change would promote growth along the corridor while at the same time have less of an impact to the surrounding homes and neighborhoods. Health Services District is more restrictive in terms of allowed uses than a Neighborhood Business or Commercial district which allows many more uses that could potentially impact those neighborhoods.

When considering the change to Neighborhood Business, the Planning Board and City Council should take all allowed uses into consideration, rather than just the office use that is proposed.

SEQR: The applicant indicates in his response to Question 1 on the State Environmental Quality Review Short Environmental Assessment Form (EAF) that the proposed action involves more than the legislative adoption of a plan, local law, ordinance, administrative rule or regulation. This is inaccurate, as the applicant is not proposing any physical alterations to either the building or the property. The only action that is proposed is changing the two parcels' approved zoning classification. Therefore, the applicant should the answer to Question 1 from "No" to "Yes."

Since the answer to Question 1 is "Yes," the applicant did not need to fill out the remainder of the form, and as such, Staff did not review any of the other questions. A "Yes" answer to Question 1 does require the applicant to attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality.

The applicant's cover letter clearly describes that the intent of the proposed action is to operate a finance business. Since this type of use has little potential to affect any environmental resources, the applicant's previously submitted cover letter fulfills the requirement to attach a narrative description.

cc: City Council Members
Michael J. Leonelli, Capital Assurance, 169 Polk St, Watertown, NY 13601
Care Net Pregnancy Center of NNY, 1104 Washington St, Watertown, NY 13601
Steven L. Butler, 1108 Washington St, Watertown, NY 13601
Justin Wood, City Engineer



Capital Assurance

REST ASSURED.

October 14th, 2016

City of Watertown
Honorable Mayor and City Council
Room 305, City Hall
245 Washington St
Watertown, NY 13601
RE: Request for Zone Change



Dear Honorable Mayor and City Council:

Capital Assurance hereby respectfully requests to be included on the agenda for the November City of Watertown Planning Board Meeting for a Zone Change Request to Neighborhood Business pertaining to two parcels located at 1104 & 1108 Washington St in the City of Watertown designated as tax parcel 14-12-107.000 & 14-12-108.000 which is currently zoned for Health Services. The 1104 subject property is owned by Care Net Pregnancy Ctr of NNY (724 State St, Watertown, NY 13601) and is presently vacant. A purchase offer was executed on July 29th, of 2016 and accepted on August 3, 2016. The 1108 subject property is owned by Steven Butler, a letter supporting the change has been included as well.

The proposed zone change of 1104 would be required for this parcel to be used for our Finance business. There are no intentions to make any changes to the building or site in order for us to conduct business here.

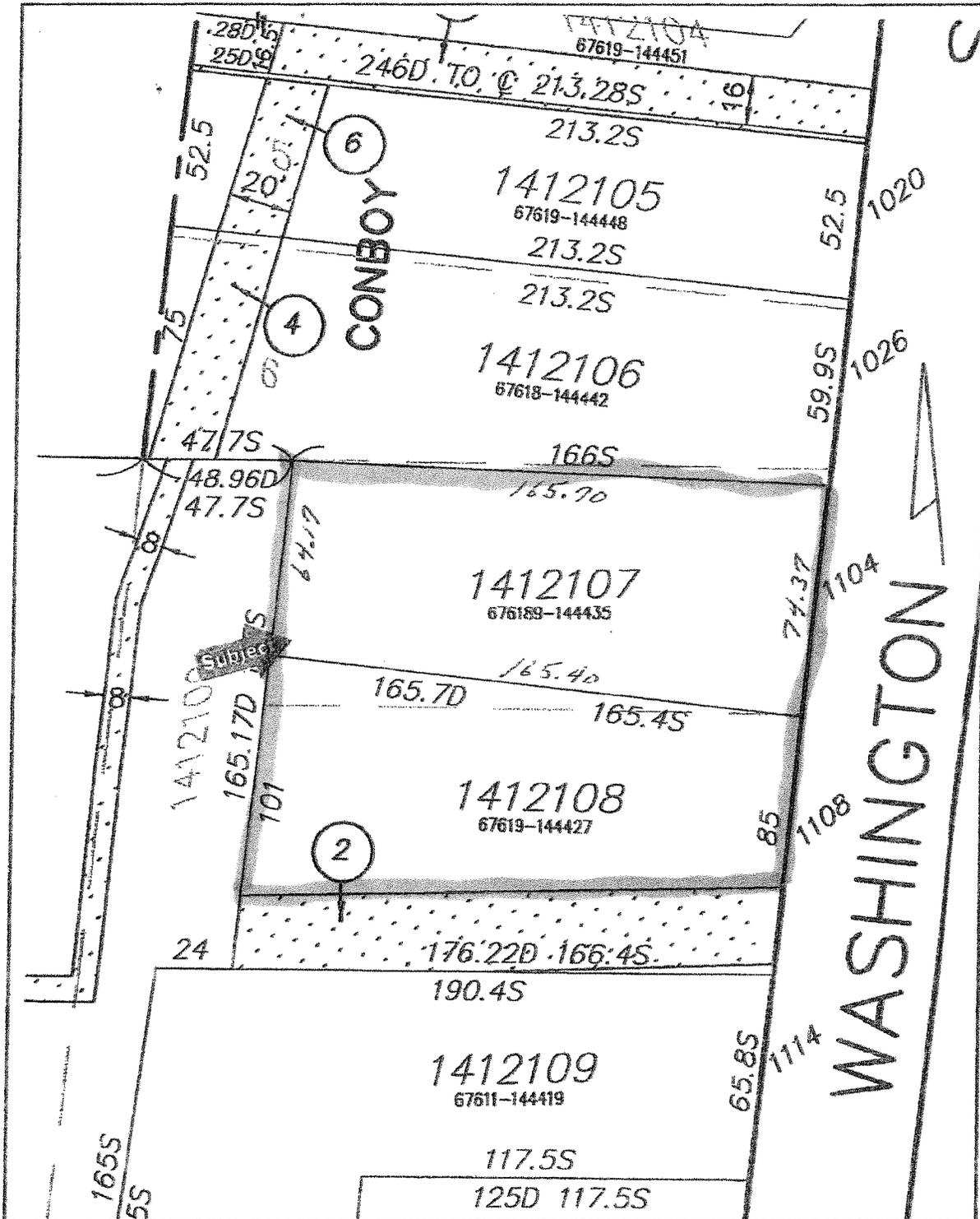
Submitted please find the \$100 check included for the review fee as well as fifteen (15) copies of:

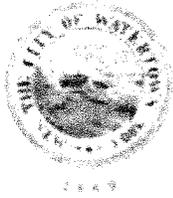
- This cover letter
- Short SEQR Environment Assessment Form
- The tax maps with the parcels highlighted
- The property description for both parcels
- The Survey for 1104 Washington
- The Accepted Purchase offer
- The property deed for 1104 & 1108 Washington
- A survey map of 1104 Washington
- The supporting letter from Steven Butler pertaining to 1108 Washington

Sincerely,

Michael J. Leonelli, Executive Director
169 Polk St, Watertown, NY 13601
Office: (315) 882-4432 Cell: (315) 575-1830 Fax: (315) 222-7468
Mike@My-CA.com

SITE PLAT:





Property Description Report For: 1104 Washington St, Municipality of City of Watertown



Status: Active
Roll Section: Taxable
Swis: 221800
Tax Map ID #: 14-12-107.000
Account #: 22116620
Property Class: 483 - Converted Res
Site: COM 1
In Ag. District: No
Site Property Class: 483 - Converted Res
Zoning Code: HS - Health Services
Neighborhood Code: 00202
School District: Watertown
Total Assessment: 2016 - \$138,500
 2015 - \$138,500
Property Desc: 75x165 1412107
Deed Page: 15779
Grid North: 1444394

Total Acreage/Size: 75 x 165
Land Assessment: 2016 - \$19,900
 2015 - \$19,900
Full Market Value: 2016 - \$150,543
 2015 - \$157,386
Equalization Rate: ---
Deed Book: 2009
Grid East: 996497

Owners

Care Net Pregnancy Ctr of
 NNY
 724 State St
 Watertown NY 13601-3197

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
10/7/2009	\$190,000	483 - Converted Res	Land & Building	1104 Washington Street LL	Yes	Yes	No	2009/15779
6/12/2008	\$153,500	210 - 1 Family Res	Land & Building	Mudd, Jerald S	Yes	Yes	No	2008/11100
1/10/2005	\$118,000	210 - 1 Family Res	Land & Building	Kriesick, Jack	Yes	Yes	No	2005/491

Utilities

Sewer Type: Comm/public **Water Supply:** Comm/public
Utilities: Gas & elec

Inventory

Overall Eff Year Built: 1950 **Overall Condition:** Good
Overall Grade: Average **Overall Desirability:** 3

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
0	0	0	0		1950	Normal	Average	1700	2

Site Uses

Use	Rentable Area (sqft)	Total Units
Walk-up off	1,700	0

Improvements

Structure	Size	Grade	Condition	Year
Porch-up enc	7 x 17	Average	Normal	1926
Porch-coverd	7 x 31	Average	Normal	1926
Gar-1.0 det	16 x 22	Average	Normal	1941
Porch-encisd	7 x 17	Average	Normal	1926

Land Types

Type	Size
Primary	75 x 165

Special Districts for 2016

No information available for the 2016 roll year.

Special Districts for 2015

No information available for the 2015 roll year.

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2015	NotForProfit-Moral	\$138,500	0	2010				0

Taxes

Year	Description	Amount
2016	City	\$1,138.73
2016	School	\$1,400.25

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



Property Description Report For: 1108 Washington St, Municipality of City of Watertown



Status: Active
Roll Section: Taxable
Swis: 221800
Tax Map ID #: 14-12-108.000
Account #: 22116630
Property Class: 220 - 2 Family Res
Site: RES 1
In Ag. District: No
Site Property Class: 220 - 2 Family Res
Zoning Code: HS - Health Services
Neighborhood Code: 00202

Total Acreage/Size: 85 x 166
Land Assessment: 2016 - \$21,100
 2015 - \$21,100
Full Market Value: 2016 - \$114,674
 2015 - \$119,886
Equalization Rate: ---
Deed Book: 1713
Grid East: 996483

School District: Watertown
Total Assessment: 2016 - \$105,500
 2015 - \$105,500
Property Desc: 85x166 1412108
Deed Page: 1
Grid North: 1444313

Area

Living Area: 1,733 sq. ft. **First Story Area:** 1,139 sq. ft.
Second Story Area: 594 sq. ft. **Half Story Area:** 0 sq. ft.
Additional Story Area: 0 sq. ft. **3/4 Story Area:** 0 sq. ft.
Finished Basement: 0 sq. ft. **Number of Stories:** 2
Finished Rec Room: 0 sq. ft. **Finished Area Over Garage:** 0 sq. ft.

Structure

Building Style: Old style **Bathrooms (Full - Half):** 2 - 0
Bedrooms: 3 **Kitchens:** 2
Fireplaces: 0 **Basement Type:** Full
Porch Type: Porch-covered **Porch Area:** 259.00
Basement Garage Cap: 0 **Attached Garage Cap:** 0.00 sq. ft.
Overall Condition: Normal **Overall Grade:** Average
Year Built: 1895

Owners

Sales

Sale Date	Price	Property Class	Sale Type	Prior Owner	Value Usable	Arms Length	Addl. Parcels	Deed Book and Page
12/29/1999	\$1	220 - 2 Family Res	Land & Building	Butler, Rita J	No	No	No	1713/1

Utilities

Sewer Type:	Comm/public	Water Supply:	Comm/public
Utilities:	Gas & elec	Heat Type:	Hot air
Fuel Type:	Natural Gas	Central Air:	No

Improvements

Structure	Size	Grade	Condition	Year
Porch-coverd	259.00 sq ft	Average	Normal	1895
Gar-1.0 det	24 x 30	Average	Normal	2002

Land Types

Type	Size
Primary	85 x 166

Special Districts for 2016

No information available for the 2016 roll year.

Special Districts for 2015

No information available for the 2015 roll year.

Exemptions

Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
------	-------------	--------	----------	----------	--------	--------	--------	-------

Taxes

Year	Description	Amount
2016	City	\$867.41
2016	County	\$834.95
2016	School	\$1,066.61
2015	City	\$854.73

2015	County	\$804.91
2015	School	\$1,100.76

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



Fax

To:	<i>Vicki Bulger</i>	From:	<i>Connie Silva, CareNet</i>
Fax:	<i>788-5270</i>	Pages:	<i>(including cover) 5</i>
Phone:		Date:	<i>8-3-16</i>
Rec:	<i>offer</i>	cc:	



JEFFERSON-LEWIS BOARD OF REALTORS®, INC.
PLAIN LANGUAGE CONTRACT TO PURCHASE



THIS IS A CONTRACT FOR THE PURCHASE AND SALE OF REAL ESTATE. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY.

1. OFFER TO PURCHASE:

I (we) Menuel Lonelli (Purchaser)

offer to purchase

Five My Property (property as follows: (Seller) John & Carlene)

2. PROPERTY DESCRIPTION:

Address (including zip code): 1004 Washington St. Westland, MI 48186
Tax Parcel # 19-12-107-003 Tax Parcel # _____
Approximate Lot Area: 1551 sq ft M/S # _____
Description of Improvement to Real Property (Building): Owner's real property lot 28 acres approx. currently 1200 square feet. M/S # _____

3. OTHER ITEMS INCLUDED IN PURCHASE:

The following items, now in or on the property and in their present condition are included in this Purchase and Sale:
CROSS OFF THOSE THAT DO NOT APPLY!
All permanent heating & cooling systems, plumbing, lighting fixtures, doors, shutters, trees, window shades and blinds, screens, rock, storm windows, storm doors, screens, awnings, by-products of well-pumps, sump pumps, fences, well-to-well capping, exhaust fans, hooded grease-disposal, clothes-washer-extractor built-in cabinets, built-in ironers, ranges, ovens, refrigerators, refrigerators, freezers, dishwashers, washing machines, dryers, water softeners, TV sets, satellite, and/or other supplementary best services.

SEI LER requires all plumbing, heating/air conditioning, electrical systems, appliances, smoke detector and carbon monoxide detector to be in working order at the time of closing. Empty property will be delivered in broom clean condition with all trash and debris removed. Brokers and Broker's agents will not be held liable for any items left behind.

4. PRICE:

I agree to pay the sum of \$ 116,000 to be paid as follows:

5. SELLER'S CONCESSIONS:

SEI LER agrees to concessions up to but not to exceed \$ 0 of BUYER'S points, pre-paid items, tax payments, and closing costs. (If applicable include VA and PHA Additions)

6. DEPOSIT:

\$ 0 deposited in the form of check with Realty USA Bank with the sale the escrow agent to be held in escrow at M-T Bank shall be made via check upon completion, at which time it shall become part of the purchase price. \$ 1000 shall be made via check upon acceptance of this offer by seller or an additional deposit on account. Conditions as noted above apply to this deposit. If the offer is not accepted then the deposit will be returned to the BUYER. If accepted and either party does not fulfill his/her terms of the contract, deposit is forfeited and given to the non-defaulting party upon escrow release signed by the parties. The escrow release does not affect the defaulting party's liabilities for damages.

The balance of the purchase price will be paid at closing in CASH or CERTIFIED CHECK subject to the contingencies stated herein.

7. FINANCE CONTINGENCY:

A) This offer is subject to BUYER obtaining a Conventional mortgage loan in the amount of \$ 100,000 20% Down BUYER will have five (5) business days from fully executed contract to apply for this loan and have 801 Financing days from date of application to obtain a written mortgage commitment. Subject to a special use variance
B) By delivering to SEI LER at closing purchase money mortgage, in the amount of _____ Dollars, for a term of _____ years, with interest at the rate of _____ percent per year, and monthly installments of _____ Dollars, including principal and interest. Documents to be drawn in a form acceptable to respective attorneys with terms standard to the area. Any mortgage tax imposed shall be paid by the appropriate party.

C) If following good faith application by purchaser, this loan cannot be obtained, (for reasons other than appraised value of the property being conveyed), as evidenced by a lender denial letter, this contract may be terminated by either party and the deposit returned to Purchaser, except that Purchaser agrees to pay the Seller the actual costs incurred by Seller in obtaining Abstract of Title survey, tax searches, and Attorney fees not to exceed \$ 250.00 which costs may be deducted from the deposit.

8. HOME SALE CONTINGENCY:

This offer is subject to the sale and conveyance of the BUYER'S property commonly known as _____ by (date) _____ SEI LER shall have the right to continue to offer the herein property for sale, and to accept offers subject to the rights of the BUYER. Should SEI LER receive such an offer, the BUYER shall be given written notice of such offer and to the extent BUYER will not waive the within condition in writing within _____ calendar days of receipt of such notice, then this agreement shall be terminated and all deposits returned to the BUYER. If the BUYER removes the above contingency clause, BUYER shall provide proof satisfactory to the SELLER of the actual ability to close the transaction simultaneously.

9. CLOSING:

The closing will be held on or about _____ 20____ at lender or attorney's office. BUYER AND SELLER acknowledge the projected closing date may not be the ACTUAL date of closing. Many factors beyond the control of the brokers involved can affect the actual date of closing.

10. POSSESSION:

Possession of premises shall be delivered on day of closing.

Initial Here: Seller(s) John & Carlene

Last Name Seller: Lonelli Buyer Lonelli Page 1 of 4 (per 1/16)

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InstantForms

11. TIME LIMIT OF OFFER: This offer shall remain in force until 12:00 o'clock (a.m. or p.m.) on 8/5 2016, and if not accepted in writing by that time, it shall be void and the down deposit shall be returned to BUYER without interest.

12. SURVEY: SELLER will provide any existing survey. If any survey is deemed necessary because the existing description of the premises is unascertainable, it shall be obtained and paid for by the SELLER. If a survey is necessary solely because of the requirements of the BUYER's lender, BUYER shall pay for the survey.

13. TITLE DOCUMENTS: The SELLER (or representative) shall deliver to the BUYER (or representative), at least ten (10) days before closing, a 40-year abstract of title made from the records in the County Clerk's Office commencing with a warranty deed, a 10-year tax search, any existing survey, and current property tax receipts, showing the property free and clear of all liens and encumbrances other than utility easements appurtenant to the area.

14. DEED: On closing, SELLER will convey to BUYER by Warranty Deed with Joint Covenant or Representative's Deed. The premises are to be conveyed subject to all zoning ordinances and regulations affecting them, if any.

15. ADJUSTMENTS: Rent, water charges, fuel at current market price, and taxes will be pro-rated and adjusted as of the date of closing and all security deposits, if any, are to be disclosed before, and surrendered at, closing.

17. RISK OF LOSS: The risk of loss or damage to the property, by fire or other cause, until closing remains with the SELLER.

18. CONTINGENCIES: A) ATTORNEY APPROVAL: This Agreement is contingent upon BUYER AND SELLER obtaining approval of this Agreement by their respective attorneys as to all matters contained therein. This contingency shall be deemed waived unless BUYER'S and/or SELLER'S attorney, on behalf of their client, notifies the other party or that party's attorney, in writing, of their disapproval of this contract within 5 business days (business day of three days) after this contract has been signed by both the BUYER AND THE SELLER. If BUYER'S or SELLER'S attorney provides such notification, then this Agreement shall be deemed cancelled, null and void, all deposits shall be returned in full to the BUYER. *It is the responsibility of BUYER and SELLER to make their attorney of full contact to their respective attorneys for review.*

Buyer will schedule inspection within 14 business days of being provided spinners use advance if zoning.

B) TESTS AND INSPECTIONS: This agreement is contingent upon BUYER having an opportunity to have a home inspection completed by a licensed home inspector, architect, engineer, or code enforcement official authorized by statute to conduct such inspections. BUYER has 14 calendar days from acceptance that to have any inspections done. All inspections will be at BUYER'S expense. In the event that the home inspection reveals substantial defects in any of the following systems: structural, mechanical, electrical, plumbing, water flow and quality, septic, hazardous materials, radon, exhausters, and pest infestation or damage, the BUYER or BUYER'S agent will provide a written request outlining repairs. This request will be accompanied with the pages of the inspection report pertaining to the failure. For the purpose of this contract, substantial shall mean any individual repair that would cost more than \$ 1000 to repair. All contingencies are deemed waived unless BUYER or BUYER'S agent, delivers written notification to SELLER or SELLER'S agent, mailed, faxed, e-mailed, or personally delivered within business days of the last "contingency". In the event that a substantial defect is discovered in any of the tests, and if SELLER and BUYER cannot come to agreement on rectifying the problem then the contract will be deemed null and void and the earnest money will be returned to BUYER without interest. These tests may include:

Well Water Flow and Quality Tests: This agreement is contingent upon a potable water quality test to meet the standards of the New York State Department of Health to be performed by a New York State approved laboratory or certified inspector, and contingent upon a water flow test certifying a five gallon per minute flow after draw down OR a continuous and sufficient supply of water under adequate pressure and of appropriate quantity for all household uses. SELLER represents that the said well is located wholly within the boundary lines of the premises and services no other premises except the subject premises.

Septic System Contingency: This offer is contingent upon a test of the septic system on the subject property indicating that the system is in working order. SELLER also warrants that the said system is located wholly within the boundary lines of the premises and services no other premises except the subject property.

Radon: This offer is contingent upon having the dwelling tested for the presence of Radon gas. The EPA guidelines recommend a level of less than 4 picocuries per liter; therefore a satisfactory test result would be a level less than 4 picocuries per liter. SELLER agrees to maintain a "closed house condition" during the test. Closed house means that SELLER will keep all windows closed 12 hours prior to the start of the test and for the entire duration of the test, and will minimize the number of times the exterior doors are opened.

Hazardous Materials: This offer is contingent upon testing for hazardous materials including asbestos, mold, toxic materials or wastes upon the property and the presence of Liquefied Petroleum Gas or any other hazardous gas or material. **Pest Inspection:** This offer is contingent upon a visual inspection of accessible areas and upon sounding of accessible structural members that there is no evidence of wood destroying insect infestation in the subject property.

TIME IS OF THE ESSENCE: The times set forth in this paragraph (18) are precise. BUYER must do these inspections and tests within the time set forth or substantially waive the contingency unless such inspections and tests are delayed or prevented by SELLER'S acts or omissions.

C) PRE-CLOSING WALK THROUGH: BUYER may walk through the home no later than 2 days prior to closing for the sole purpose of determining that there have been no material changes to the condition of the property.

Initial Buyer Signature: [Signature] Buyer(s) [Signature] Last Name Seller: Our Next Buyer: LEONELLI Page 2 of 4 (rev 1/1/16)
This form was prepared by Sally Rogenschub using the INSTANT WORKS Internet contract management system. Initials/Signatures: [Signature]

19. **BROKER:** BUYER represents that Patricia USA is selling Broker in this transaction. Listing Broker in this transaction is YOUTH USA. No other Real Estate Broker or Agent has been instructed to bring about this sale.

20. **PERSONS BOUND:** THIS OFFER, WHEN SIGNED, SHALL BE A BINDING CONTRACT. IT SHALL BIND THE PARTIES HERETO AND THEIR RESPECTIVE EXECUTORS, ADMINISTRATORS, DISTRIBUTORS, SUCCESSORS, AND ASSIGNS. BUYER AND SELLER MAY WISH TO CONSULT THEIR OWN ATTORNEYS BEFORE SIGNING.

21. **DISCLOSURE:** BUYER acknowledges receipt of agency disclosure and has read and understands its content (please initial) and acknowledges receipt of seller's property condition disclosure (1-4 family homes only) and has read and understands its content (please initial).

22. **HOME EQUITY THREAT PROTECTION ACT** BUYER'S use of the property shall be: Commercial - Financial Services office
 _____ Primary Residence
 _____ Second home/investment property

If Second Home/investment property is indicated above, SELLER hereby states as follows:

_____ I am not currently more than sixty (60) days in arrears of my mortgage payments under the property in not currently subject to a foreclosure proceeding nor is it subject to a property tax lien sale.

_____ I am currently more than sixty (60) days in arrears of my mortgage payments and/or the property is currently subject to a foreclosure proceeding or is subject to a property tax lien sale.

IF BUYER is using the property as a second home/investment property and SELLER is more than sixty (60) days in arrears of mortgage payments and/or the property is currently subject to a foreclosure proceeding or is subject to a property tax lien sale then the provisions of the Home Equity Threat Protection Act shall apply and such required notices are attached hereto.

This Addendum shall be prepared by SELLER's attorney.

23. **MISCELLANEOUS PROVISIONS:** A) MODIFICATION: This agreement may not be changed or modified except by a written instrument signed by both SELLER and BUYER.

B) ASSIGNMENT: Except as otherwise provided in it, the Agreement may not be assigned by BUYER or SELLER without the prior consent of the other.

C) EFFECT AND SCOPE: This Agreement is binding upon, and covenants to the benefit of SELLER and BUYER and its respective representatives, successors, heirs, and assigns of each. This Agreement supersedes all prior discussions and negotiations and replaces all prior understandings, verbal and/or otherwise, relative to the subject transaction.

D) CAPTIONS: The captions employed herein are for the sake of convenience only and do not limit or qualify the content, scope, or intent of the specific provisions of this Agreement which they introduce.

E) GOVERNING LAW: This Agreement shall be interpreted and construed in accordance with the laws of the State of New York.

F) COPIES: This Agreement may be signed in one or more identical counterparts, each of which shall then constitute an original and fully binding instrument if signed within the termination period.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date(s) noted by signatures and year first above written.

Buyer - Print Legibly Michael J. Leach Buyer - Print Legibly _____

Buyer - Signature [Signature] Date 7/29/16 Buyer - Signature _____ Date _____

Buyer(s) Address 151 Winslow St Waterbury, CT 06706 Phone _____ Email Mike@ny-ca.com
3155751830

5A. ACCEPTANCE OF OFFER BY SELLER:

SELLER(s) certifies that they own the property and/or have the power to sell the property. SELLER(s) accept the offer and agree to sell on the terms and conditions set forth above and agree that the deposit may be held by BROKER, and that it may be applied against commissions as agreed in listing contract and due from SELLER.

Check one (1): Offer accepted as is

Counter Offer - see changes above or attached

Debra Pagan Dr. Connie Sibley, Esq. Dir.
Seller - Print Legibly

Seller - Print Legibly

Debra Pagan Dr. Connie Sibley, Esq. Dir.
Seller - Signature Date: 8-3-16

Seller - Signature

Date

Seller(s) Address

Phone

Email

Seller's Information

Buyer's Information

Agency

Agency

Agency Phone Number and Fax Number

Agency Phone Number and Fax Number

Agency Address

Agency Address

REXHA USA
Listing Company Name

10391201888
License #

REXHA USA
Selling Company Name

10391201888
License #

(315) 788-4444 (315) 788-5270
Listing Company Phone/Fax

(315) 788-4444 (315) 788-5270
Selling Company Phone/Fax

WCI Bulgar
Listing Agent License #

Sara Bulgar
Selling Agent License #

(315) 717-1420
Listing Agent Phone #

Wbulgar@wciusa.com (315) 785-2390
Selling Agent Phone #

e-mail address

e-mail address

Leader Contact Information

Leader Phone/Fax

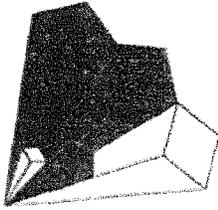
Leader email

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Initial Name: Seller(s) Debra Pagan Buyer(s) WCI Last Name Seller WCI Buyer LEONELLI Page 4 of 4 (rev 1/16)

This form was prepared by Sally Morgans-Duets using the INSTANT FORMS internet contract management service.

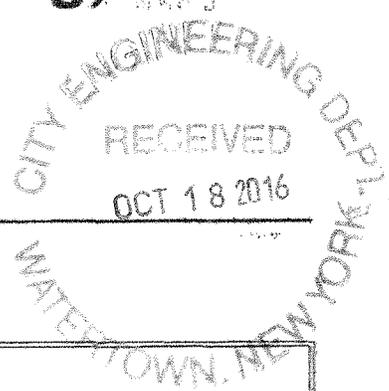
InstaformOSUS Debra Pagan



Moncrief Land Surveying, P.C.

"Dedicated to providing quality, value and timely service."

R. Stephen Moncrief, Jr., PLS
7659 North State Street / P.O. Box 249
Lowville, New York 13367
Tel. (315) 376-8444 / Fax (315) 376-7556
www.moncriefsurveying.com / email: moncrief2@aol.com



SUGGESTED DESCRIPTION

TO: Care Net Pregnancy Center of NNY PO Box 268 Lowville, NY 13367	DATE: February 26, 2008
RE: Project Number: 08018 Boundary Survey of the Jerald S. Mudd Property, 1104 Washington Street, City of Watertown, County of Jefferson, State of New York	

0.264 Acres

ALL that tract or parcel of land situate in the City of Watertown, County of Jefferson and State of New York and being further described as follows:

BEGINNING at a 3/4" iron pipe found at the westerly street margin of Washington Street, being situate N.22°01'21"E., 251.04 feet from the intersection of the westerly street margin of Washington Street and the northerly street margin of Chestnut Street;
THENCE N.68°12'19"W., a distance of 165.65 feet to a capped iron rod set at the easterly line of that parcel of land conveyed by Bruce C. Smith and Elizabeth Smith to Stone Presbyterian Church by deed recorded in the Jefferson County Clerk's Office in Liber 759 at Page 268 on February 9, 1987;

THENCE N.21°53'03"E., along the easterly line of Stone Presbyterian Church property, a distance of 64.317 feet to a capped iron rod set at the south line of that parcel of land conveyed by C. Robert, Jr. and Carol Jean Walters to Frank J. and Susan L. Schepis by deed recorded in the Jefferson County Clerk's Office in Liber 856 at Page 813 on July 24, 1974;

THENCE S.71°53'39"E., along the south line of Schepis property, a distance of 166.19 feet to a magnetic nail set at the westerly street margin of Washington Street;

THENCE S.22°01'21"W., along the westerly street margin of Washington Street, a distance of 74.86 feet to the point of beginning.

CONTAINING 0.264 acres of land more or less.

SUBJECT TO all rights and restrictions of record.

IT BEING the intent to describe that parcel of land conveyed by Jack E. Kriesick and Linda L. Kriesick to Jerald S. Mudd by warranty deed recorded in the Jefferson County Clerk's Office at Instrument No: 2005-491 on January 11, 2005.

R. Stephen Moncrief, Jr.
P.L.S. 49819

WARRANTY DEED WITH LIEN COVENANT

THIS INDENTURE, made this 22 day of April, 2008

BETWEEN **JERALD S. MUDD**
1104 Washington Street
Watertown, New York 13601,

Party of the first part,

AND
1104 WASHINGTON STREET, LLC
PO Box 268
Lowville, New York 13367,

Party of the second part

WITNESSETH that the party of the first part, in consideration of One Dollar (\$1.00) lawful money of the United States and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE CITY OF WATERTOWN, COUNTY OF JEFFERSON AND STATE OF NEW YORK AND MORE FULLY DESCRIBED IN SCHEDULE A ANNEXED HERETO:

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, his heirs, successors and assigns forever.

And said party of the first part covenants as follows:

FIRST, that the party of the second part shall quietly enjoy said premises;

SECOND, that said party of the first part will forever Warrant the title to said premises;

THIRD, that, in compliance with Sec. 13 of the Lien Law, the grantor will receive consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.



IN WITNESS WHEREOF, the party of the first part has hereunto set his hand the day and year first above written.

 L.S.
JERALD S. MUDD

STATE OF NEW YORK)
)
COUNTY OF JEFFERSON)

ss.:

On the 22 day of April 2008, before me, the undersigned, personally appeared, **JERALD S. MUDD** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

BETTY ROSE GAFFNEY
Notary Public in the State of New York
Qualified in Jefferson County
Commission Expires June 30, 2010
2010



October 14, 2016



City of Watertown
Hon. Mayor and City Council
Room 305, City Hall
245 Washington St
Watertown, New York 13601

Re: Zone Change for 1104 Washington St., Watertown, NY

Dear Sir/Madam:

This letter is to verify that I am in support of the zoning change from health services to neighborhood business for the above address and if necessary for my house at 1108 Washington Street, Watertown, New York.

Sincerely,

Steven Butler
180 Ward Street
Watertown, New York 13601

13879

Jefferson County - New York
Jo Ann H. Wilder

RECORDING CERTIFICATE

Transaction Number: 991230251786

Type of Instrument: DEED RECORD

Received From: CHECK & RE: STEVEN L BUTLER
MAIL: OLIVER J WISNER ESQ
216 WASHINGTON STREET
WATERTOWN NY 13601

Recording Charge: 54.00 Recording Pages: 5

** EXAMINED AND CHARGED AS FOLLOWS : **

** TRANSFER TAX **

** MTG/DEED AMOUNT **

.00

.00

RS#:

Mortgage#:

Received Tax on Above Mortgage

1999

Basic: .00

Special Addl: .00

Town:

Additional: .00

Mortgage Tax Total: .00

Total Recording Fees: 54.00

** THIS PAGE IS PART OF THE INSTRUMENT **

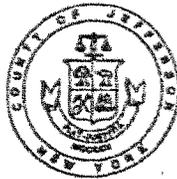
I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING WAS RECORDED IN THE
CLERK'S OFFICE FOR Jefferson County - New York

LIBER 1713 PAGE 01

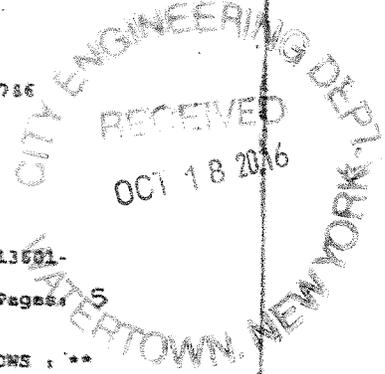
IN (Book/Page):

ON (Recorded Date): 12/30/99

AT (Time): 02:51 Terminal ID: 113



John M Wilder



FORM 330 N. Y. DEED - WARRANTY With Lien Coverage 4-82

TITLELAND REGISTERED U. S. PAT. OFFICE
NOTICE: THIS INSTRUMENT IS SUBJECT TO THE PUBLIC RECORDS ACT

REMAINDER INTEREST ONLY

LIBER 1713 PAGE 02

This Indenture, Made the 29th day of
DECEMBER Nineteen Hundred and
Between:

SHAWLS ON

RITA J. BUTLER
1108 Washington Street
Watertown, New York 13601

of the first part, and

STEVEN L. BUTLER
180 Ward Street
Watertown, New York 13601

Record & Return To:
Oliver J. Wjamer, Esq.
216 Washington Street, 4th. Flr.
Watertown, New York 13601

Witnesseth that the party of the first part, in consideration of
One Dollar and No/100*****Dollar (\$ 1.00)
lawful money of the United States, and other good and valuable consideration
paid by the party of the second part, do es hereby grant and release unto the
party of the second part, his distributees and assigns forever, all

PER SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

John T. Wjamer
CLERK

99 DEC 30 PM 2:51

JEFFERSON COUNTY CLERK
INTERPRETED

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.
To have and to hold the premises herein granted unto the party of the second part, his distributees and assigns forever.

And said party of the first part covenants as follows:
First, That the party of the second part shall quietly enjoy the said premises;

Second, That said party of the first part will forever warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

In Presence of

Rita J. Butler
RITA J. BUTLER

State of New York }
County of } ss. On this Nineteen Hundred and day of
before me, the subscriber, personally appeared

to me personally known and known to me to be the same person described in and who executed the within instrument and he duly acknowledged to me that he executed the same.

STATE OF NEW YORK }
COUNTY OF JEFFERSON } ss.

Notary Public

On DEC. 29, 1999 before me, the undersigned, a Notary Public in and for said State, personally appeared RITA J. BUTLER to me known or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Oliver J. Wisner
Notary Public (Affix Stamp and/or Seal)

OLIVER J. WISNER
Notary Public, State of New York
No. 02444314750
Qualified in Jefferson County
Commission Expires Mar. 30, 2001

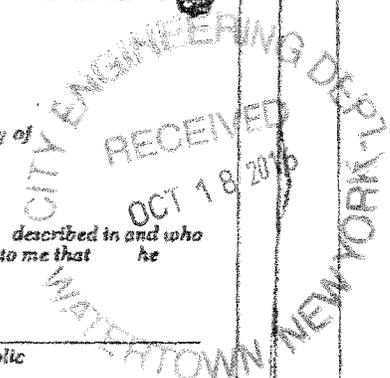


RITA J. BUTLER
TO

STEVEN L. BUTLER

DEC. 29, 1999

LIBER 1713 PAGE 03



LIBER 1713 PAGE 04

SCHEDULE "A"

ALL THAT PIECE OR PARCEL OF LAND, situate in the City of Watertown, County of Jefferson and State of New York and is bounded as follows:

BEGINNING at a cedar post in the West margin of Washington Street, and at the Northeastly corner of land conveyed by Massey to Gilligan by deed dated November 24, 1859, Liber 209 of Deeds at Page 21; thence S. 20 degrees W. along the Westerly margin of said Washington Street 165 feet to a cedar post in the fence; thence N. 75 degrees W. along said land 176.22 feet to a stake; thence N. 20 degrees E. 165 feet to a stake in what is called the Paddock line; thence along said Paddock line S. 75 degrees E. 176.22 feet to the place of beginning, Containing Sixty-Seven Hundredths of an acre of land more or less.

EXCEPTING AND RESERVING THEREFROM ALL THAT TRACT OR PARCEL OF LAND situate in the City of Watertown, County and State aforesaid, bounded and described as follows:

BEGINNING at a point in the west margin of Washington Street where said west margin is intersected by the northerly line of land conveyed by Edward S. Massey and wife to Bartlett Gilligan and Dominick Gilligan; thence S. 20 degrees W. along the westerly margin of said Washington Street eighty (80) feet to a point; thence N. 75 degrees W. and parallel with the Oscar Paddock line so called 2 chains and 67 links to a point; thence N. 20 degrees E. and parallel with the westerly margin of Washington Street eighty (80) feet to a point in the so called Oscar Paddock line; thence along said Paddock line S. 75 degrees E. 2 chains and 67 links to the place of beginning.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate on the westerly side of Washington Street, in the City of Watertown, Jefferson County and State of New York, bounded and described as follows:

BEGINNING at a point in the westerly margin of Washington Street and in the division line between the lands of Joseph S. Chalk (known as #1108 Washington Street) on the south and the lands of Anthony P. Riboldazzi and wife (known as #1104 Washington Street on the North);

Leaving the margin of the street and running along the said division line in a westerly direction a distance of 166.4 feet more or less to an iron pipe set in the ground the common corner between the aforementioned lands;

Running thence in a northerly direction along the westerly line of the lands of Anthony P. Riboldazzi and wife a distance of sixteen (16) feet to an iron pipe set in the ground;

Running thence in an easterly direction a distance of 165.7 feet more or less to the point or place of beginning, being approximately 1326 square feet of land.

It is the intent to hereby describe a triangular shaped piece of land which was a part of certain lands conveyed to Anthony P. Riboldazzi and Ruth E. Riboldazzi, his wife, by deed recorded on the 22nd day of July, 1955 in Liber 618 of Deeds at Page 104 in the Jefferson County Clerk's Office.

The premises are known as 1108 Washington Street.

Tax Map Parcel No. 14-12-108



The two parcels described above are the same premises described in the deed dated September 03, 1957 from Edward J. McMahon and Doris M. McMahon, his wife, to Rita J. Butler which was recorded in the Jefferson County Clerk's Office on that date in Book 651 of Deeds at Page 62.

This conveyance is delivered by the grantor and accepted by the grantee on the express condition that the premises hereby conveyed shall be used for residential purposes and that no commercial or mercantile business shall be conducted thereon. This condition shall run with the land and be binding on the heirs, executors, administrators or assigns of the grantee.

The grantor retains the use of the above described premises for the remainder of her lifetime.

LIBER 1713 PAGE 05

LIBER 1713 PAGE 05

Ord No. 2

November 2, 2016

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of the Northeast Section of 620 Main Street West, Parcel Number 1-02-114, from Residence B to Neighborhood Business

Patrick J. Currier of Aubertine and Currier, on behalf of Ronnoco of Watertown, Inc., has submitted the above subject zone change request.

The Planning Board reviewed the request at its November 1, 2016 meeting and adopted a motion by a 4-0 vote recommending that City Council approve the zone change request as submitted.

Attached is the report on the zone change request prepared for the Planning Board. An excerpt from the Planning Board's meeting minutes will be included in the City Council agenda packets for the November 21, 2016 City Council meeting.

The ordinance attached for City Council consideration approves the zone change as requested. The City Council must hold a public hearing on the ordinance before it may vote. It is recommended that a public hearing be scheduled for 7:30 p.m. on Monday, November 21, 2016. A SEQRA resolution will be presented for City Council consideration at that meeting.

ORDINANCE

Page 1 of 2

Changing the Approved Zoning Classification of the Northeast Section of 620 Main Street West, Parcel Number 1-02-114, from Residence B to Neighborhood Business

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

Total

YEA	NAY

Introduced by

BE IT ORDAINED where Patrick J. Currier of Aubertine and Currier, on behalf of Ronnoco of Watertown, Inc., has made an application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law to change the approved zoning classification of the Northeast section of 620 Main Street West, Parcel Number 1-02-114, from Residence B to Neighborhood Business, and

WHEREAS the Planning Board of the City of Watertown considered the zone change request at its November 1, 2016 meeting and adopted a motion recommending that City Council approve the zone change as requested, and

WHEREAS the Jefferson County Planning Board reviewed the application pursuant to General Municipal Law Section 239-m on October 25, 2016, and adopted a motion that the proposed project does not have any county-wide or intermunicipal issues and is of local concern only, and

WHEREAS a public hearing was held on the proposed zone change on November 21, 2016, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed zone change according to the requirements of SEQRA, and

WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested zone change,

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of the Northeast section of 620 Main Street West, Parcel Number 1-02-114, shall be changed from Residence B to Neighborhood Business to District, and

BE IT FURTHER ORDAINED that the Zoning Map of the City of Watertown shall be amended to reflect the zone change, and

ORDINANCE

Page 2 of 2

Changing the Approved Zoning Classification of the Northeast Section of 620 Main Street West, Parcel Number 1-02-114, from Residence B to Neighborhood Business

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER ORDAINED this amendment to the Zoning Ordinance of the City of Watertown shall take effect as soon as it is published once in the official newspaper of the City of Watertown, or otherwise printed as the City Manager directs.

Seconded by



MEMORANDUM

CITY OF WATERTOWN, NEW YORK
OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601
PHONE: 315-785-7740 – FAX: 315-785-7829

TO: Planning Board Members

FROM: Michael A. Lumbis, Planning and Community Development Director *ML*

SUBJECT: Zone Change – 620 Main Street West

DATE: October 27, 2016

Request: To change the approved zoning classification of the northeast section of 620 Main Street West, Parcel Number 1-02-114, from Residence B to Neighborhood Business.

Applicant: Patrick J. Currier of Aubertine and Currier

Owner: Ronnoco of Watertown, Inc.

SEQRA: Unlisted

County review: Yes

Comments: The applicant is requesting a zone change in order to create uniform zoning on a parcel that is presently split-zoned. The southwestern section of the parcel, fronting on Main Street West is already zoned Neighborhood Business. However, the northeastern, or rear section of the parcel is currently zoned Residence B. The subject parcel is bounded on the west and south by Neighborhood Business zoned parcels that front on Bradley Street and Main Street West. To the east, it is bounded by parcels zoned Residence B, fronting on Morrison Street.

The applicant is requesting the zone change in order to better fit the use and adjacent properties on Main Street West and Bradley Streets.

The parcel currently consists of an automobile sales and service business. A Special Use Permit was issued in 1999 and amended in 2004 to allow for the use. The business has a number of cars stored along Main Street West, with a garage for performing repairs, and storage buildings in the rear. Aubertine and Currier staff have indicated that once the zone change has been approved, that parcel will be subdivided and the rear portion will be purchased by Aubertine and Currier to add to their existing adjacent property that fronts Bradley Street. Their parcel is currently zoned Neighborhood Business, so a zone change of 620 Main Street West would make the zoning consistent if the subdivision were to take place.

SEQR: At this time, the only action proposed is a zone change. There is no construction, nor are there any physical alterations proposed in this application.

Land Use Plan: The City's adopted Land Use Plan designates the northeastern half of the parcel as medium density residential and the southwestern half as commercial. Therefore, the proposed zone change for the rear portion of the parcel would be partially consistent with the Land Use Plan. It is unclear why the parcel was split between medium density residential and commercial with an existing business, unless the parcel boundaries were different from what they are today, as the business pre-dates the 1987 Land Use Plan.

Please refer to the attached map, prepared by City Staff, for clarification on the overlap of the Land Use Plan with present day parcel boundaries and zoning.

cc: City Council Members
Justin Wood, Civil Engineer
Michael J. Bourcy, Senior Planner, Jefferson County Planning Department
Patrick Currier, Aubertine and Currier



Department of Planning
175 Arsenal Street
Watertown, NY 13601

(315) 785-3144

(315) 785-5092 (Fax)

October 26, 2016

City of Watertown
Attn: Michael Lumbis
245 Washington St.
Watertown, NY 13601



Re: Aubertine and Currier - Ronnoco of Watertown, Inc., Zoning Amendment for Main Auto Parts, JCDP File # C 10 - 16

Dear Michael,

On October 25, 2016, the Jefferson County Planning Board reviewed the above referenced project, referred pursuant to General Municipal Law, Section 239m.

The Board adopted a motion that the project does not have any significant County-wide or intermunicipal issues and is of local concern only.

During the review the County Planning Board noted that New York State General City Law requires zoning amendments to be made in accordance with a community's Comprehensive Plan. The City Land Use Plan map dated October 2015 indicates commercial land use along the frontage of West Main Street and medium density residential along the rear 2/3rd of the parcel. The local board should ensure that this amendment is consistent with any current plan and the vision for this portion of the City.

Furthermore, the County Planning Board has the following local advisory comments:

Currently, Main Auto Parts occupies the entire parcel, which is used to store and salvage automobile parts. However, the local board should consider the potential impact of the new uses that would be allowed by rezoning to Neighborhood Business, in comparison to those currently permitted in the Residence B District.

Main Auto Parts occupies the entire parcel which is used to store and salvage automobile parts. The local board should consider the potential impact of the new uses that could be allowed by rezoning to Neighborhood Business, in comparison to those currently permitted in the Residence B District.

Please note that the advisory comments are not a condition of the County Planning Board's action. They are listed to assist the local board in its review of the project. The local board is free to make its final decision.

General Municipal Law, Section 239m requires the local board to notify the County of its action on this matter within thirty (30) days after taking a final action.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Andy R. Nevin".

Andy R. Nevin, AICP
Senior Planner

October 13, 2016

City of Watertown Engineering
Mr. Justin Wood, City Engineer
245 Washington St
Watertown, NY 13601

RE: 620 Main St West

Dear Justin,

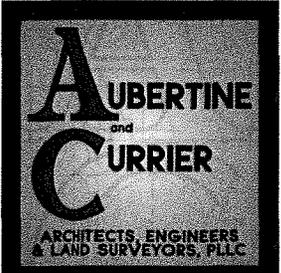
Aubertine and Currier has been retained by Ronnoco of Watertown Inc. to request a zone change of their existing parcel #01-02-114 located at 620 Main St. West. The existing property borders Main St. West and Bradley St. The parcel is currently zoned residence B. Aubertine and Currier, on behalf of, Ronnoco Inc. is requesting that the parcel be changed to neighborhood business to better fit the use and adjacent properties on Main St. West and Bradley St.

Sincerely,
Aubertine and Currier Architects, Engineers & Land Surveyors, PLLC



Patrick J. Currier
Partner
Certified NYS Code Enforcement Official

Attachments: Short EAF Form
Property Survey (Patsy Storino dated 1/6/16)
Tax Map
Zoning Map
Applicant Authorization



NYS WBE/DBE Certified
SBA Woman Owned
Small Business (WOSB)

aubertinecurrier.com

522 Bradley Street
Watertown, New York 13601

Phone: 315.782.2005
Fax: 315.782.1472

Managing Partner
Annette M. Mason, P.E.
Structural Engineer

Partners

Michael L. Aubertine, R.A.
Architect

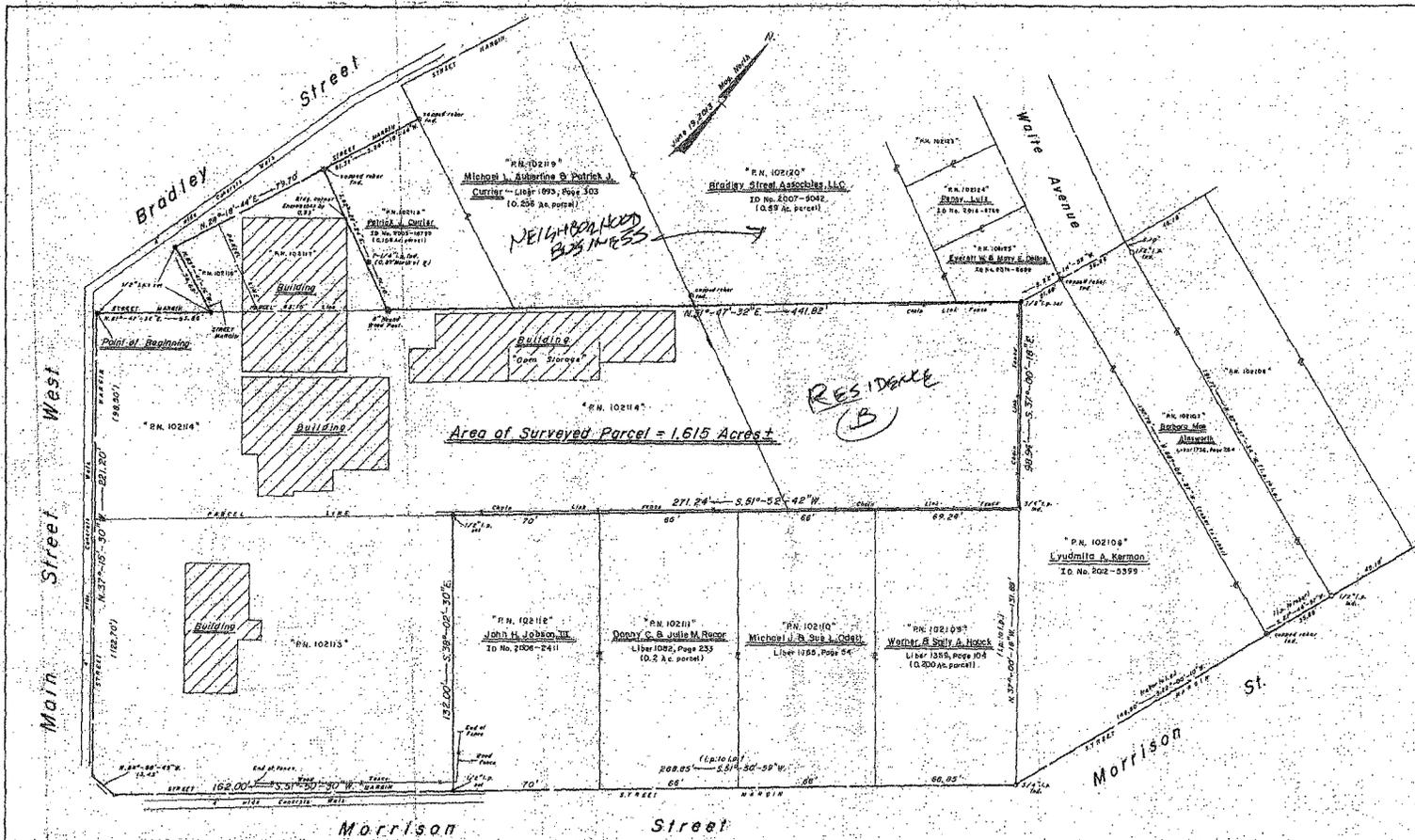
Patrick J. Currier, R.A.
Architect

Brian A. Jones, AIA.,
LEED AP BD+C
Architect

Matthew R. Morgia, P.E.
Civil Engineer

Jayson J. Jones, P.L.S.
Land Surveyor





ENGINEERING DEPT.
RECEIVED
OCT 13 2016
WATERTOWN, NEW YORK

DEED REFERENCES

Parcel No. 102113 — 0.530 acre parcel conveyed by Harold I. Davis, Esther Davis & Barbara Warner to Ronnoco of Watertown, Inc., deed date — April 11, 1996, date rec'd. — April 11, 1996, Liber 1504, Page 133.

Parcel No. 102114 — 1 acre parcel conveyed by Esther Davis, Beatrice Wahlfarth & Irving N. Walling to Ronnoco of Watertown, Inc., deed date — April 11, 1996, date rec'd. — April 11, 1996, Liber 1504, Page 137.

Parcel No. 102116 — Esther Davis, Beatrice Wahlfarth & Irving N. Walling to Ronnoco of Watertown, Inc., deed date — April 11, 1996, date rec'd. — April 11, 1996, Liber 1504, Page 146.

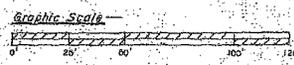
LEGEND & NOTES

R. Denotes property line.
I.P. " " Iron pipe.

Abstract Reference — None provided.

Unauthorized alteration in addition to a survey map bearing a Registered Land Surveyor's seal is a violation of section 7009, sub-section 2, of the New York State Education Law. Copies from the original of this survey map not furnished with an original of the land surveyor's linked seal or his embossed seal shall not be considered to be a valid true copy.

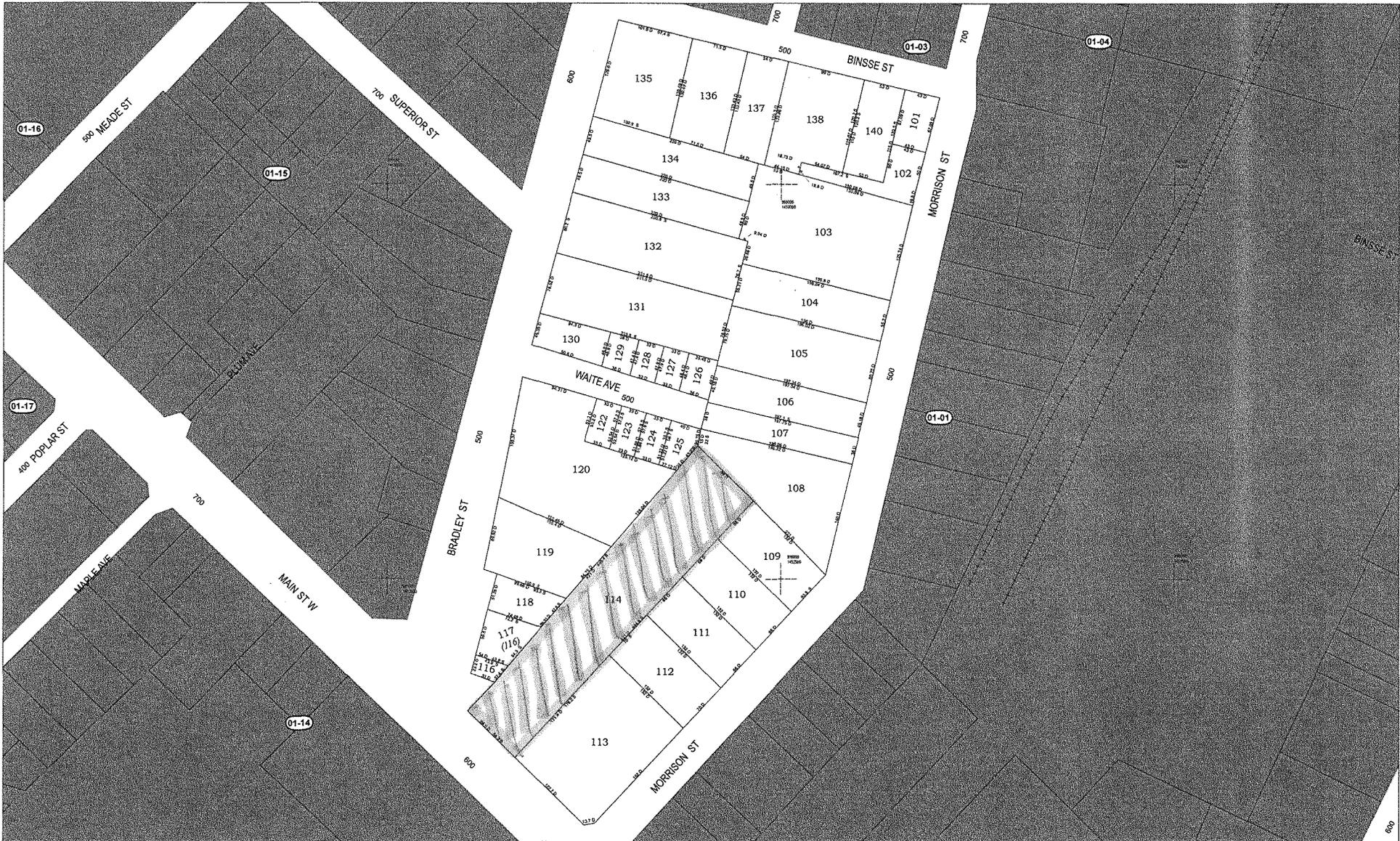
Survey Plat of a Parcel of Land Owned by Ronnoco of Watertown, Inc.
604-620 Main Street West
City of Watertown — County of Jefferson — State of New York



Copyright dated — Jan. 6, 2016

	Date: Jan. 6, 2016	Checked by: S. Kels	Drawn by:
	Scale: 1" = 30'	File No. 16-047-Watertown	
	Drawn by: P. Storino	Survey Date: 2, 10 & 22, 2015	
	PATSY A. STORINO PROFESSIONAL LAND SURVEYOR		

Revisions: Patsy A. Storino - PL 2, 10 & 22, 2015 ADAMS WATERTOWN



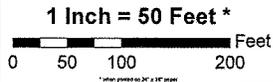
Prepared by
City of Watertown GIS
 For
City of Watertown
Assessment Department

For Tax Purposes Only
 Not to be Used for Conveyance

NAD 83 STATE PLANE
 CENTRAL ZONE, US FEET

No Map Changes

- Property Line
- - - - - Historic Property Line
- Building Outline
- Railroad
- City Boundary
- School District Boundary
- Coordinate Grid
- Parcel ID
- Assessment ID
- Includes externally owned parcels



Tax Map
City Of Watertown
 Jefferson County, NY

Section 01 Block 02

Printed Date: 2/9/2016

APPLICANT AUTHORIZATION

TO: City of Watertown, Engineering Department

I hereby authorize Aubertine and Currier, PLLC

to act as applicant and sign all required applications and supporting documents for the zone change request for tax parcel #01-02-114 located at 620 Main St West.

Also, I further agree to comply with all conditions called for in said application and to abide by all other applicable codes, ordinances, and regulations.

Oct 7 2016

Date

Aka

Signature of Property Owner

Ronneco Inc



Ord No. 3

November 2, 2016

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Sludge Disposal Process Modification Bond Ordinance

NYS Environmental Facilities Corporation has requested that the City revise the estimated cost of the sludge modification project from \$9,440,000 to \$9,850,000 to include the Phase 1a engineering costs funded by the NYSERDA grant. This bond ordinance does not increase the ultimate amount to be borrowed for the project.

NYS Environmental Facilities Corporation is providing a 25% grant or \$2,301,715 for this project and the balance of \$6,905,145 will be financed at 0% interest.

ORDINANCE

Page 1 of 5

An Ordinance Increasing the Estimated Maximum Cost and Amending the Plan of Financing in a Bond Ordinance Dated April 4, 2016 Entitled "An Ordinance Authorizing the Issuance of \$9,440,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay Part of the \$9,850,000 Cost of Various Improvements to the City of Watertown Wastewater Treatment Plant, Constituting Phase 1 of the City's Sludge Disposal Modification Program, to be Undertaken in Two Sub-Phases, Phase 1a and Phase 1b, in and For Said City"

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

YEA	NAY

Introduced by

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 November 7, 2016, 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 _____, who moved its adoption, seconded by _____, to wit:

ORDINANCE DATED NOVEMBER 7, 2016.

AN ORDINANCE INCREASING THE ESTIMATED MAXIMUM COST AND AMENDING THE PLAN OF FINANCING IN A BOND ORDINANCE DATED APRIL 4, 2016 ENTITLED "AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$9,440,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COST OF VARIOUS IMPROVEMENTS TO THE CITY OF WATERTOWN WASTEWATER TREATMENT PLANT, CONSTITUTING PHASE 1 OF THE CITY'S SLUDGE DISPOSAL MODIFICATION PROGRAM, TO BE UNDERTAKEN IN TWO SUB-PHASES, PHASE 1A AND PHASE 1B, IN AND FOR SAID CITY."

ORDINANCE

Page 2 of 5

An Ordinance Increasing the Estimated Maximum Cost and Amending the Plan of Financing in a Bond Ordinance Dated April 4, 2016 Entitled "An Ordinance Authorizing the Issuance of \$9,440,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay Part of the \$9,850,000 Cost of Various Improvements to the City of Watertown Wastewater Treatment Plant, Constituting Phase 1 of the City's Sludge Disposal Modification Program, to be Undertaken in Two Sub-Phases, Phase 1a and Phase 1b, in and For Said City"

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

YEA	NAY

Section A. The title and Sections 1 and 2 of The Bond Ordinances dated April 4, 2016 titled:

BOND ORDINANCE DATED APRIL 4, 2016.

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$9,440,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COST OF VARIOUS IMPROVEMENTS TO THE CITY OF WATERTOWN WASTEWATER TREATMENT PLANT, CONSTITUTING PHASE 1 OF THE CITY'S SLUDGE DISPOSAL MODIFICATION PROGRAM, TO BE UNDERTAKEN IN TWO SUB-PHASES, PHASE 1A AND PHASE 1B, IN AND FOR SAID CITY.

Are hereby amended to read as follows:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$9,440,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY PART OF THE \$9,850,000 COST OF VARIOUS IMPROVEMENTS TO THE CITY OF WATERTOWN WASTEWATER TREATMENT PLANT, CONSTITUTING PHASE 1 OF THE CITY'S SLUDGE DISPOSAL MODIFICATION PROGRAM, TO BE UNDERTAKEN IN TWO SUB-PHASES, PHASE 1A AND PHASE 1B, IN AND FOR SAID CITY.

Section 1. For the class of objects or purposes of paying part of the cost of various improvements to the City of Watertown Wastewater Treatment Plant, constituting Phase 1 of the Sludge Disposal Modification Program, to be undertaken in two sub-phases, Phase 1A and Phase 1B, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$9,440,000 bonds of said City pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid class of objects or purposes is \$9,850,000 and that the plan for the financing thereof is by the issuance of the \$9,440,000 bonds of said City authorized to be issued pursuant to this bond ordinance, together a \$410,000 portion of State aid expected to be received; provided, however,

ORDINANCE

Page 3 of 5

An Ordinance Increasing the Estimated Maximum Cost and Amending the Plan of Financing in a Bond Ordinance Dated April 4, 2016 Entitled "An Ordinance Authorizing the Issuance of \$9,440,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay Part of the \$9,850,000 Cost of Various Improvements to the City of Watertown Wastewater Treatment Plant, Constituting Phase 1 of the City's Sludge Disposal Modification Program, to be Undertaken in Two Sub-Phases, Phase 1a and Phase 1b, in and For Said City"

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

Total

Table with 2 columns: YEA, NAY. Rows for each council member and a total row.

that the amount of bonds ultimately to be issued will be reduced by the amount of any State or Federal aid, appropriations of current funds of the City or any other revenue received by the City from other sources for such class of objects or purposes, to the extent the sum of such aid, appropriated funds or other revenue exceeds \$410,000.

Section B. This ordinance is effective immediately.

Unanimous consent moved by _____, seconded by _____, 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

_____, 2016.

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:

ORDINANCE

Page 4 of 5

An Ordinance Increasing the Estimated Maximum Cost and Amending the Plan of Financing in a Bond Ordinance Dated April 4, 2016 Entitled "An Ordinance Authorizing the Issuance of \$9,440,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay Part of the \$9,850,000 Cost of Various Improvements to the City of Watertown Wastewater Treatment Plant, Constituting Phase 1 of the City's Sludge Disposal Modification Program, to be Undertaken in Two Sub-Phases, Phase 1a and Phase 1b, in and For Said City"

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

YEA	NAY

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 November ____, 2016, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

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

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

Newspaper and/or other news media Date given

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

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

Designated Location(s) of Posted Notice Date of Posting

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

ORDINANCE

Page 5 of 5

An Ordinance Increasing the Estimated Maximum Cost and Amending the Plan of Financing in a Bond Ordinance Dated April 4, 2016 Entitled "An Ordinance Authorizing the Issuance of \$9,440,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay Part of the \$9,850,000 Cost of Various Improvements to the City of Watertown Wastewater Treatment Plant, Constituting Phase 1 of the City's Sludge Disposal Modification Program, to be Undertaken in Two Sub-Phases, Phase 1a and Phase 1b, in and For Said City"

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

Total

YEA	NAY

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on November ____, 2016.

 City Clerk
 (CORPORATE SEAL)

Seconded by

November 2, 2016

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Bond Ordinance Amendment – Arena Rehabilitation Design

Included in tonight's agenda are change orders related to the Arena rehabilitation project, which were Tabled at the October 3, 2016 Council Meeting. If the change orders are approved tonight, City Council must also consider the bond ordinance amendment to fund the change orders.

A summary of the project's current costs are as follows:

Stantec		
-Base contract	\$ 99,790	
-Supplemental agreement #1-2	588,403	
-Change order #3	<u>6,260</u>	\$ 694,453
Bette & Cring (General Construction)	6,268,000	
-Change orders #1-10	250,938	
-Change order #11	<u>88,077</u>	6,607,015
Lawman Heating & Cooling (Mechanical)	1,229,000	
-Change orders #1-4	<u>7,004</u>	1,236,004
Lawman Heating & Cooling (Plumbing/Fire Protection)		
-Base contract	668,000	
-Change orders #1-7	102,100	
-Change order #8	<u>23,697</u>	793,797
Lawman Heating & Cooling (Electrical)	976,000	
- Change order #1-5	<u>(8,540)</u>	967,460
Bernier Carr & Associates(Construction Inspection)	150,000	
-Change order #1	23,750	
-Change order #2	<u>23,737</u>	197,487
Furniture, fixtures and equipment (estimate)		175,000
Special inspection & testing (estimate)		16,439
Air monitoring		7,358
Geotech services and hazardous material testing		8,200
Miscellaneous (water valve, stone, roof pull test, etc.)		35,000
Bonding fees		55,000
Contingency costs		<u>56,787</u>
Total Bond Ordinance		<u>\$ 10,850,000</u>

ORDINANCE

Page 1 of 5

An Ordinance Amending the Ordinance Dated April 19, 2016, Authorizing the Issuance of \$10,700,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,850,000

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

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 November 7, 2016, 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 NOVEMBER 7, 2016.

WHEREAS, by ordinance dated April 19, 2016, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$10,700,000 bonds of said City to pay the costs of the \$10,700,000 estimated maximum cost of the reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including design costs and incidental expenses in connection therewith, a specific object or purpose, in and for the City of Watertown, Jefferson County, New York;

WHEREAS, said April 19, 2016 ordinance amended an original bond ordinance dated March 17, 2014, which had also been amended March 30, 2015, June 15, 2015, September 21, 2015 and February 16, 2016;

WHEREAS, \$10,000,000 principal amount of such obligations have been issued under such ordinance as amended as of April 19, 2016; and

ORDINANCE

Page 2 of 5

An Ordinance Amending the Ordinance Dated April 19, 2016, Authorizing the Issuance of \$10,700,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,850,000

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

YEA	NAY

WHEREAS, the Council now wishes to increase the estimated maximum cost and the amount of bonds authorized for the design, reconstruction and expansion of the City's Fairgrounds Arena from \$10,700,000 to \$10,850,000, in both instances an increase of \$150,000 over that previously authorized;

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 previously amended by the ordinance dated and duly adopted April 19, 2016 authorizing the issuance of \$10,700,000 bonds to pay the estimated maximum cost of the reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including design costs and incidental expenses in connection therewith, a specific object or purpose, 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 \$10,850,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COSTS OF THE DESIGN, RECONSTRUCTION AND EXPANSION OF THE CITY'S FAIRGROUNDS ARENA, IN AND FOR SAID CITY.

“

“Section 1. For the specific object or purpose of paying costs of the design, reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$10,850,000 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 \$10,850,000 and that the plan for the financing thereof is by the issuance of the \$10,850,000 bonds of said City authorized to be issued pursuant to this bond ordinance. The amount of bonds to be issued will be reduced by the amount of any appropriations of current funds to pay part of the cost of the aforesaid specific object or purpose.

ORDINANCE

Page 3 of 5

An Ordinance Amending the Ordinance Dated April 19, 2016, Authorizing the Issuance of \$10,700,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,850,000

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

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 resolution 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 _____

The ordinance was thereupon declared duly adopted.
* * *

APPROVED BY THE MAYOR

_____, 2016.
Mayor

ORDINANCE

Page 4 of 5

An Ordinance Amending the Ordinance Dated April 19, 2016, Authorizing the Issuance of \$10,700,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,850,000

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

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 November 7, 2016, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

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

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

Newspaper and/or Other News Media	Date Given
-----------------------------------	------------

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

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

Designated Location(s) of Posted Noticed	Date of Posting
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ORDINANCE

Page 5 of 5

An Ordinance Amending the Ordinance Dated April 19, 2016, Authorizing the Issuance of \$10,700,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,850,000

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

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 November _____, 2016.

City Clerk
(CORPORATE SEAL)

Ord No. 5

November 2, 2016

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Bond Ordinance Amendment – Arena Rehabilitation Design

Included in tonight's agenda are change orders related to the Arena rehabilitation project, which were Tabled at the October 3, 2016 Council Meeting. Even if the change orders for Bette & Cring and Lawman Heating and Cooling are rejected tonight, City Council must still consider the bond ordinance amendment to fund the change order for Bernier Carr & Associates that was approved by City Council on October 3rd but was contingent to an approved bond ordinance amendment.

A summary of the project's current costs are as follows:

Stantec		
-Base contract	\$ 99,790	
-Supplemental agreement #1-2	588,403	
-Change order #3	<u>6,260</u>	\$ 694,453
Bette & Cring (General Construction)	6,268,000	
-Change orders #1-10	250,938	
-Revised change order #11	<u>465</u>	6,519,403
Lawman Heating & Cooling (Mechanical)	1,229,000	
-Change orders #1-4	<u>7,004</u>	1,236,004
Lawman Heating & Cooling (Plumbing/Fire Protection)		
-Base contract	668,000	
-Change orders #1-7	<u>102,100</u>	770,100
Lawman Heating & Cooling (Electrical)	976,000	
- Change order #1-5	<u>(8,540)</u>	967,460
Bernier Carr & Associates(Construction Inspection)	150,000	
-Change order #1	23,750	
-Change order #2	<u>23,737</u>	197,487
Furniture, fixtures and equipment (estimate)		175,000
Special inspection & testing (estimate)		16,439
Air monitoring		7,358
Geotech services and hazardous material testing		8,200
Miscellaneous (water valve, stone, roof pull test, etc.)		35,000
Bonding fees		55,000
Contingency costs		<u>68,096</u>
Total Bond Ordinance		<u>\$ 10,750,000</u>

ORDINANCE

Page 1 of 5

An Ordinance Amending the Ordinance Dated April 19, 2016, Authorizing the Issuance of \$10,700,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,750,000

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

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 November 7, 2016, 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 NOVEMBER 7, 2016.

WHEREAS, by ordinance dated April 19, 2016, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$10,700,000 bonds of said City to pay the costs of the \$10,700,000 estimated maximum cost of the reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including design costs and incidental expenses in connection therewith, a specific object or purpose, in and for the City of Watertown, Jefferson County, New York;

WHEREAS, said April 19, 2016 ordinance amended an original bond ordinance dated March 17, 2014, which had also been amended March 30, 2015, June 15, 2015, September 21, 2015 and February 16, 2016;

WHEREAS, \$10,000,000 principal amount of such obligations have been issued under such ordinance as amended as of April 19, 2016; and

ORDINANCE

Page 2 of 5

An Ordinance Amending the Ordinance Dated April 19, 2016, Authorizing the Issuance of \$10,700,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,750,000

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

YEA	NAY

WHEREAS, the Council now wishes to increase the estimated maximum cost and the amount of bonds authorized for the design, reconstruction and expansion of the City's Fairgrounds Arena from \$10,700,000 to \$10,750,000, in both instances an increase of \$150,000 over that previously authorized;

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 previously amended by the ordinance dated and duly adopted April 19, 2016 authorizing the issuance of \$10,700,000 bonds to pay the estimated maximum cost of the reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including design costs and incidental expenses in connection therewith, a specific object or purpose, 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 \$10,750,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COSTS OF THE DESIGN, RECONSTRUCTION AND EXPANSION OF THE CITY'S FAIRGROUNDS ARENA, IN AND FOR SAID CITY.

“

“Section 1. For the specific object or purpose of paying costs of the design, reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$10,750,000 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 \$10,750,000 and that the plan for the financing thereof is by the issuance of the \$10,750,000 bonds of said City authorized to be issued pursuant to this bond ordinance. The amount of bonds to be issued will be reduced by the amount of any appropriations of current funds to pay part of the cost of the aforesaid specific object or purpose.

ORDINANCE

Page 3 of 5

An Ordinance Amending the Ordinance Dated April 19, 2016, Authorizing the Issuance of \$10,700,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,750,000

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

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 resolution 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 _____

The ordinance was thereupon declared duly adopted.

* * *

APPROVED BY THE MAYOR

_____, 2016.

Mayor

ORDINANCE

Page 5 of 5

An Ordinance Amending the Ordinance Dated April 19, 2016, Authorizing the Issuance of \$10,700,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,750,000

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

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 November _____, 2016.

City Clerk
(CORPORATE SEAL)

Tabled

November 1, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Change Orders for Watertown Municipal Arena Renovation,
Bette & Cring and Lawman Heating and Cooling, Inc.

The attached two resolutions were Tabled at the October 3, 2016 City Council Meeting and remained on the Table at the October 17, 2016 meeting.

Staff is recommending that these resolutions continue to be Tabled until we have had sufficient time to formulate a plan of action on how best to address the work to be done.

RESOLUTION

Page 1 of 3

Approving Change Order No. 11 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring

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

YEA	NAY

Introduced by

Council Member Stephen A. Jennings

WHEREAS on March 30, 2015, City Council of the City of Watertown approved the bid submitted by Bette & Cring in the amount of \$6,268,000 as the General Contractor for the Watertown Municipal Arena Renovation, and

WHEREAS on June 15, 2015, City Council approved Change Order No. 1 in the decreased amount of \$31,260 for changing to a hydraulic elevator, and

WHEREAS also on June 15, 2015, City Council approved Change Order No. 2 in the increased amount of \$20,543 for storm and sanitary separation, as well as removal of high hat channel, and

WHEREAS on July 20, 2015, City Council approved Change Order No. 3 in the amount of \$20,790.42 to cover the cost of steel support beams on the second floor and removing structural steel in the northeast corner of the building addition, and

WHEREAS on September 21, 2015, City Council approved Change Order No. 4 in the amount of \$21,236.92 to cover the cost of removal of lead paint, modify existing concrete footer, relocate a column, install storm sewer pipe, relocate existing roof drains and a credit for fiber mesh, and

WHEREAS on November 16, 2015, City Council approved Change Order No. 5 in the amount of \$34,346.03 to cover the cost of changing the toilet partitions, shoring of roof plank in the Pool House, provide painted galvaneal metal wall panel, provide angle supports of West Gable end wall, modify structural steel to northeast addition, install structural header for an overhead door to the mechanical room, provide heavier duty hinges on doors, credit to reduce footer depth at west addition, and credit to delete benches and angle iron along the 18" ledge on the second floor, and

RESOLUTION

Page 2 of 3

Approving Change Order No. 11 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring

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

Total

YEA	NAY

WHEREAS on December 21, 2015, City Council approved Change Order No. 6 in the amount of \$48,816.05 to cover the cost of replacing main entrance doors in the pool area, additional support to counteract movement of the second floor balcony in the West Addition, replace deteriorated sidewalks adjacent to the entrance of the Pool House, provide thickset for tile floors in the Bathhouse, change stairs from cast-in-place concrete to steel, provide door and hardware off the door schedule from the elevator pit to the sprinkler room, increase the locker room bench size, provide weatherproof access panel on the West Addition roof and a credit to delete the steel condenser platform, and

WHEREAS on December 21, 2015, City Council approved Change Order No. 7 in the amount of \$28,038.05 to provide additional asphalt paving at the east entrance to the arena and to cover the floor finish revisions requested, and

WHEREAS on January 19, 2016, City Council approved Change Order No. 8 for a no cost time extension for building occupancy to March 7, 2016, and

WHEREAS on February 16, 2016, City Council approved Change Order No. 9 in the amount of \$49,698.90 for a credit to change metal stud type, to box out and sheet rock over steel trusses, to add kickers to the parapet wall on the West Addition, to add remobilization cost to complete concrete plank topping, to grind down existing concrete floor in the Vendor Room, to install pier caps at the West Addition entrance columns, to provide additional column to support the upper level mezzanine, and to replace broken and mold stained tile on the walls of the Pool House Locker Room Showers, and

WHEREAS on April 19, 2016, City Council approved Change Order No. 10 in the amount of \$58,728.02 for enclosing beams and installing soffits, repair an existing steel column discovered to have severe corrosion and several other items as documented in their change order, and

RESOLUTION

Page 3 of 3

Approving Change Order No. 11 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring

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

YEA	NAY

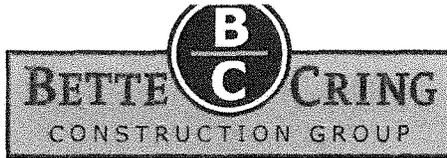
WHEREAS Bette & Cring has now submitted Change Order No. 11 in the amount of \$88,077.44 for installing a snow guard system on the roof and refinishing walls in the pool house,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 11, a copy of which is attached and made part of this Resolution, to the contract with Bette & Cring in the amount of \$88,077.44 as described above bringing the total contract amount to \$6,607,014.83 for the Watertown Municipal Arena Renovation Project, 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 the City Manager Sharon Addison is hereby authorized and directed to sign the Change Order on behalf of the City of Watertown.

Seconded by Council Member Teresa R. Macaluso



Thursday, September 22, 2016

Mr. Justin Wood
City of Watertown
245 Washington Street
Watertown, NY 13601

**RE: Potential Change Order # 100
Watertown Ice Arena- 1523**

Dear Mr. Wood,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 100
Date: 22-Sep-16
Description: Snow Guards Per ASI-034
Proposed Amt: \$87,612.00
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Snow Guards Per ASI-034	\$87,612.00	

Total:\$87,612.00

QUALIFICATIONS:

- Includes all work shown in roof guard detail, section A
- Snow guards to be located as shown
- Includes re-inspection and continued roof warranty
- Excludes stack reinforcing detail, section B
- Excludes repairing any damage that may be caused to the acoustical spray insulation at underside of roof deck.
- Excludes clean-up of any acoustical spray insulation that may be disturbed

Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,
BETTE & CRING, LLC.

Nick Matott
Project Manager

.....

27840 County Route 193
Theresa, NY 13691
Phone: 315-628-4150
Fax: 315-628-4151

PTL Contracting Corp.

September 22, 2016

Bette & Cring
18438 US Route 11
Watertown, NY 13601
Attn: Mr. Nick Matott

RE: Watertown Arena Snow Guard Installation

Dear Sir or Madam:

We are pleased to offer you our proposal for labor and materials to install Alpine Snow Guards per Section A Detail. Upon completion of the work the Roofing Manufacturer will do a re-inspection of the roof to maintain the existing warranty.

FOR A TOTAL COST OF:.....\$83,440.00

Our proposal does not include sales tax, snow removal, dumpsters, shop drawings, bonds, as built, decking, wood blocking, demolition, roof protection, and curbs and flashings not indicated above.

Our proposal is good for 30 days after which time may be subject to change. Thank you for the opportunity to quote you on this project.

Sincerely,

Trisha E. Amato
President

83,440
4,172 5%
\$ 87,612

*PTL Contracting Corp.
NYS WBE Certified*

.....



Stantec Consulting Services Inc.
 111 Grant Avenue Suite 201
 Endicott NY 13760
 Tel: (607) 321-6100
 Fax: (607) 321-6160

ARCHITECTURAL DIRECTIVE

Request for Proposal (RFP) Please submit an itemized Request for Proposal for adjustments to the Contract Sum and Contract time associated with the proposed modifications to the Work Identified on this form and in any referenced supporting documents. The Request for Proposal must be submitted within seven (7) days of the receipt of this request. The Constructor is NOT AUTHORIZED TO PROCEED with this change to the Work until the Request for Proposal has been submitted and approved by the Owner/ Architect.

Architect's Supplemental Instructions (ASI): This form and supporting documents, if referenced, provide additional information, clarification or instructions regarding the Work already documented in the Contract Documents. This work shall be carried out WITHOUT CHANGE to Contract Sum or Contract Time. The Constructor is AUTHORIZED TO PROCEED immediately upon receipt of this document. Proceeding with the work described in the attached documents indicates that the Constructor acknowledges and accepts that there will be no modifications to the Contract Sum or Contract Time associated with this work.

Construction Change Directive (CCD): The Constructor is directed to proceed with the changes to the scope of work identified in the Contract Documents as outlined in this form and any referenced supporting documents. The Constructor must submit an itemized Change Proposal within ten (10) days of the receipt of this directive for these modifications to the Work. This document constitutes an immediate AUTHORIZATION TO PROCEED with the changes to the Work when signed below by both the Owner and the Architect.

<i>Ray Kesel</i>	03/01/2016		
Architect	Date	Owner	Date

AD NO: 034

DATE: 03/01/2016

TO: Nick Matott
Bette & Cring, LLC

FROM: Stantec

CC: Larry Coburn
The BC Group

PROJECT: Watertown Municipal Arena

STANTEC PROJECT NO: 191060204

VIA: E-Mail

RE: Snow Guard and stack supports

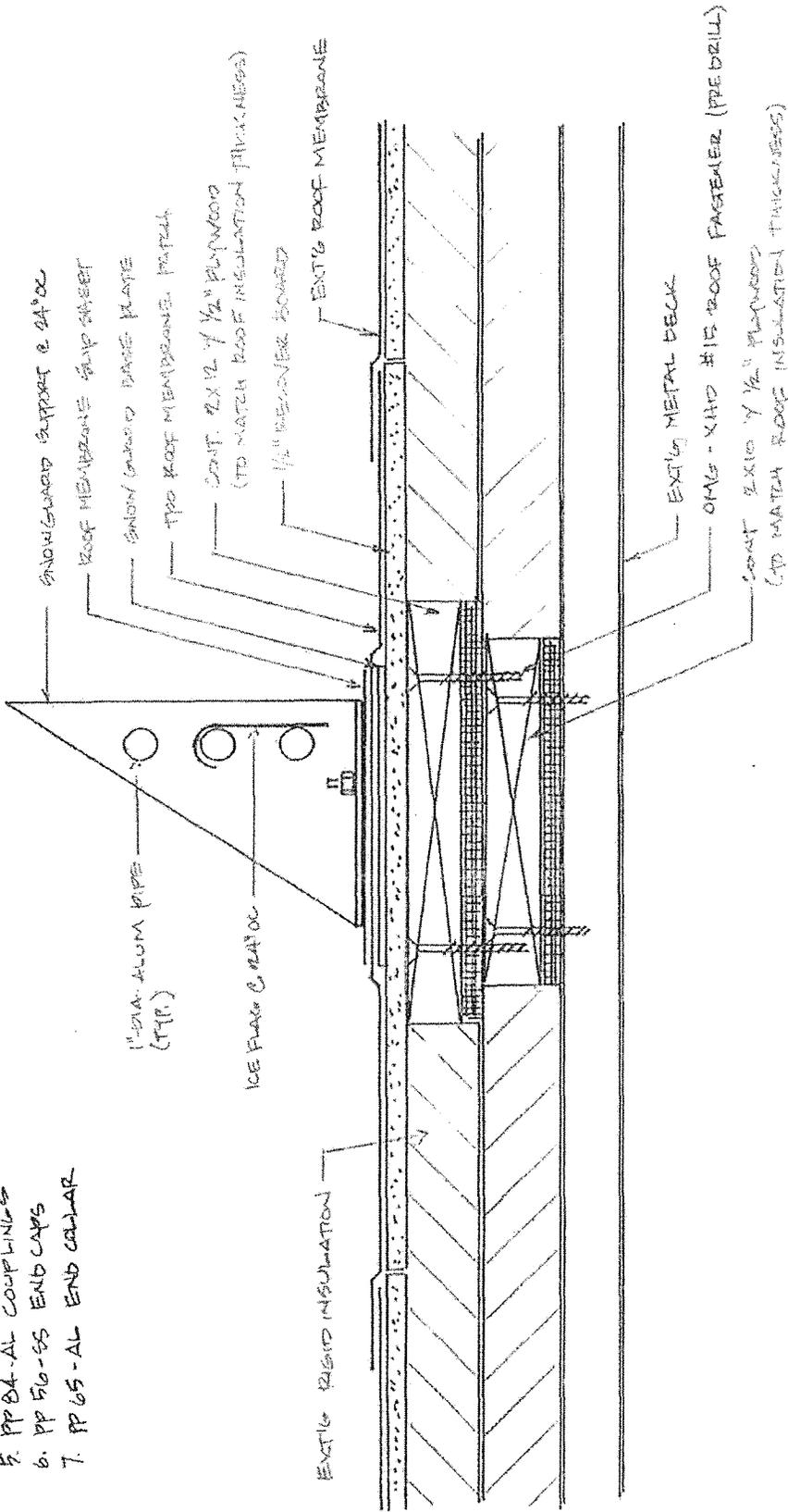
MODIFY THE FOLLOWING DOCUMENTS PER THE COMMENTS BELOW.

Date:	Description:
03/01/2016	Provide and install snow guards and stack reinforcing per the attached sketches and recommendations from the snow guard and roofing manuf. Provide roof warranty and inspection of penetrations are sealed/flashed weather tight and per the manuf. and warranty recommendations.

COMMENTS:

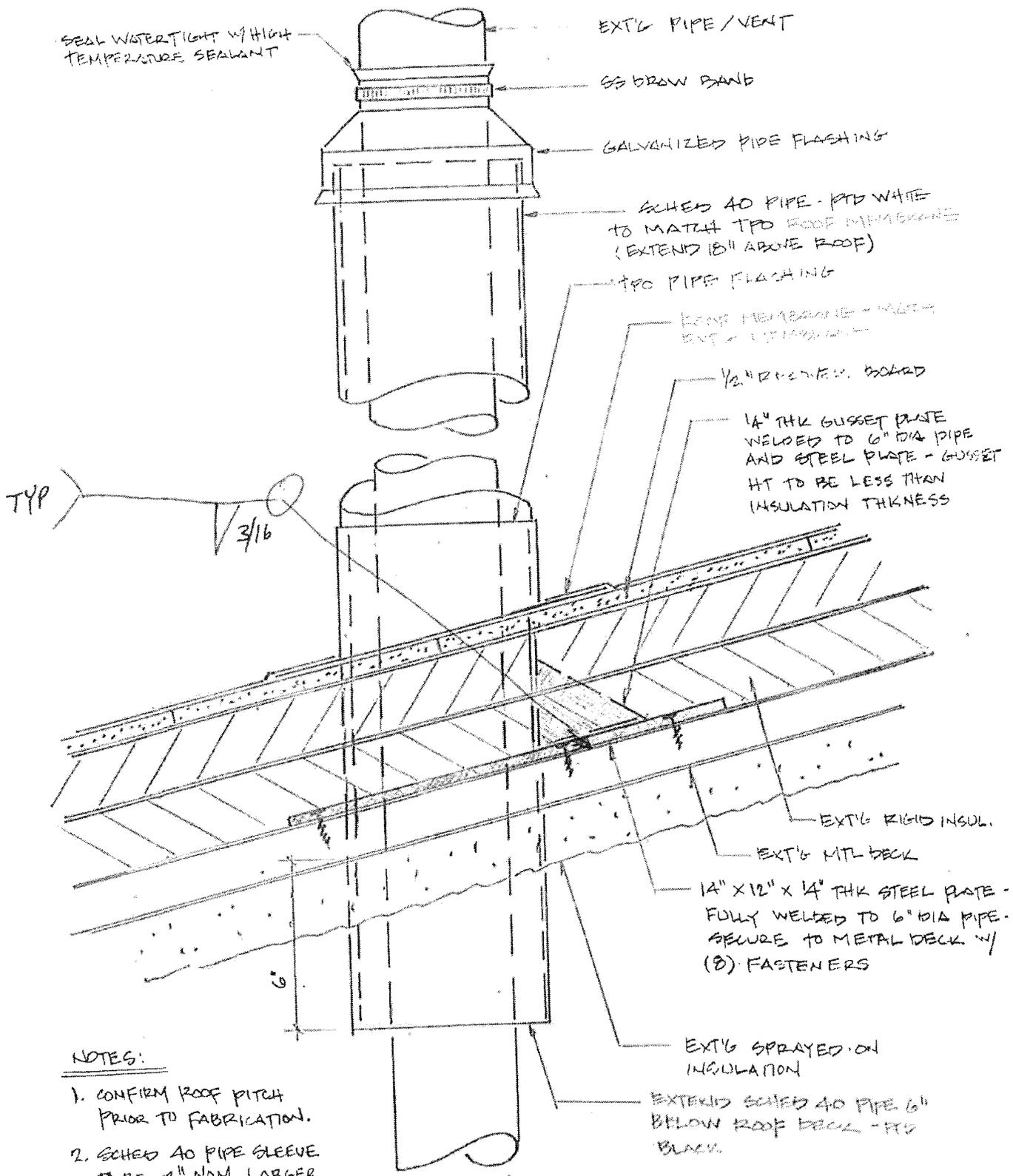
BASIS-OF-DESIGN

1. ALPINE SNOWGUARDS
(3000, 760, 4273)
2. PP115-H3 SUPPORT
3. 1153 PP AL 6x8 BP-SS BASE PLATE
4. PP75-AL-OB RAILS
5. PP84-AL COUPLINGS
6. PP50-SS END CAPS
7. PP65-AL END COLLAR



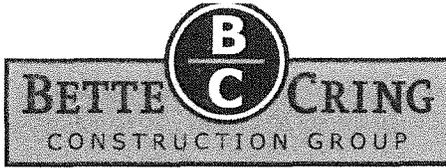
SECTION A

NOT INCLUDED IN PROPOSAL



- NOTES:
1. CONFIRM ROOF PITCH PRIOR TO FABRICATION.
 2. SCHED 40 PIPE SLEEVE TO BE 2" NOM. LARGER THAN EXT'G PIPE PENETRATING ROOF

SECTION B



Tuesday, September 27, 2016

Mr. Justin Wood
City of Watertown
245 Washington Street
Watertown, NY 13601

RE: Potential Change Order # 101
Watertown Ice Arena- 1523

Dear Mr. Wood,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 101
Date: 27-Sep-16
Description: Prep Pool Walls
Proposed Amt: \$465.44
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Prep Pool Walls	\$465.44	

Total:\$465.44

Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,
BETTE & CRING, LLC

A handwritten signature in black ink, appearing to read 'Nick Matott', is written over the printed name and title.

Nick Matott
Project Manager

Watertown Ice Arena				
PROPOSAL: PCO-101 Prep Pool Walls				
Description	Qty	Units	Rate	Total
Leone Painting				
Painter	8	Hrs	\$ 55.41	\$ 443.28
B&C's 5% OH&P	5%	OH&P	\$ 443.28	\$ 22.16
TOTAL				\$ 465.44

Contractor Name: THE LEONE COMPANIES Date: 5/17/15
 Address: 705 SCOTT LN County: JEFFERSON
WATERPOOL NY 13888
 Telephone No: 315 957 2868 Trade: PAINTING

REGULAR PREMIUM TIME
 BASE RATE: 23.26 BASE RATE: 34.84

	% per hour	\$ per hour
A. WAGERATE PER HOUR		<u>34.84</u>
BENEFITS		
Vacation & Holiday		
Health & Welfare		
Pension		
Annuity		
Education / Apprentive Training		
Supplemental Unemployment		
Security Fund		
Taxes on Benefits		

B. TOTAL BENEFITS PER HOUR \$ 18.12

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security	7.65%	1.78
Medicare		
Federal Unemployment	0.60%	0.21
State Unemployment	4.10%	1.44
Workman's Compensation	3.06%	1.05
Disability	1.50%	0.51
Bodily Injury/Property Damage/Liability Insurance	24.34%	8.38

C. TOTAL TAXES AND INSURANCE PER HOUR % = 13.03 times 18.41

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

D. TOTAL LABOR RATE (A + B + C) = 55.41

E. CONTRACTOR'S CERTIFICATION



PPG Architectural Coatings

Because Every Job Matters

SOLD TO: 310719250000
LEONE PAINTING COMPANY LLC
105 SCOTT LN
LIVERPOOL, NY 13088-5433
(315)952-2868

CUST PO#: mike
CUST JOB: Watertown Ice Rink

SHIP TO:
LEONE PAINTING, MIKE LEONE
105 SCOTT LANE
LIVERPOOL, NY 13088

(315)952-2868

STORE# 8297
8297-SYRACUSE 72 ERIE BLVD E
2516 ERIE BOULEVARD EAST
SYRACUSE, NY 13224
PH: (315)446-7890 FX: (315)446-2701
HOURS: SUN 12:00 AM-12:00 AM
MON-FRI 7:00 AM-5:00 PM
SAT 8:00 AM-12:00 PM

PAF8297@PPG.COM

INVOICE
#829703027287



829703092116027287

DATE: 09/21/2016 TIME: 2:54 PM
STORE REP: LORIE S
SALES REP: JOSEPH D
PAGE 1 OF 1

QTY	ITEM#	DESCRIPTION	PRICE	AMOUNT
5	V70-610/01	PZ BREAK I/E 250 GL WHPB V70-610 B100 _829703000003126_Ice Cube SW6252	\$42.00	\$210.00
1	WMZ03550/EA	03550 5GL COVER STAIN PRMR WHT B500	\$88.00	\$88.00

NO CHARGE

TERMS:

Freight will be charged on orders, blinds, and wall covering books. Special merchandise in good condition is eligible for 75% refund w/ original invoice within 60 days. Tinted merchandise cannot be returned. Non-tinted merchandise in good condition may be returned w/ original invoice w/in 60 days. Qualifying returns will be made in the same form of payment as original purchase. PPG reserves the right to make large cash returns by check w/in 10 business days. A service fee will be charged on returned checks. See the store manager for details. PPG understands, and Buyer represents that the products sold will be used for commercial or home painting, and will not be used for Nuclear, Chemical or Biological weapons facilities or activities including painting any such items or facilities. Buyer agrees to notify PPG immediately if Buyer becomes aware of any change in the end use of the products. Browse global employment opportunities at www.ppgpro.com/careers. Let us know how we're doing - visit www.ppgpro.com/survey/stores to give your feedback!

TERMS: NET 15TH PROX
I agree to pay \$298.00 in accordance with my PPG Credit Agreement (310719250000).

REMIT TO:
PPG ARCHITECTURAL FINISHES
P O BOX 536864
ATLANTA, GA 30353-6864

SUBTOTAL:	\$298.00
LABOR:	\$0.00
FREIGHT:	\$0.00
ECO FEE:	\$0.00
SALES TAX:	\$0.00
INVOICE TOTAL:	\$298.00
HOUSECHARGE-AR:	\$298.00
TOTAL TENDERED:	\$298.00
BALANCE DUE:	\$0.00
DUE TO CUSTOMER:	\$0.00

THANK YOU FOR SHOPPING AT
PPG...BECAUSE EVERY JOB
MATTERS!



Siemens Industry, Inc.
Building Automation

Address : 26 Market St

City State Zip : Potsdam NY 13676

FAX Number :

Contact : Brian Martin

Contact Phone : 315-430-2446

Email : brian.martin@siemens.com

Lawman Heating and Cooling Attention: Kyle Lawler Quote ID:031516-08494-0081	Date	03-15-2016
	Payment Terms	Net 30
	Base Job Name	Watertown Arena
	Base Job Number	44OP-173035



Statement of work

Siemens proposes to provide labor and materials for the monitoring and control of the existing HW boiler.

This proposal includes:

- Provide and install new relay for boiler enable/disable.
- Provide and install new relay to monitor boiler status.
- Provide and install new relay to monitor boiler general alarm.
- Provide wire and conduit between boiler and existing DDC panel.
- Modify programming, point database.
- Point database, commissioning, graphics.
- As-builts.
- 1 year warranty

This proposal excludes:

- .
- Any power wiring.
-

Total Quote Price : \$2,980

Applicable sales taxes are not included in this proposal. Sales tax will be billed at the time of invoicing as required by state law.

Siemens standard Terms & Conditions are applicable to this proposal. If this proposal addresses a Change Order to an existing project, the Terms & Conditions in effect for the existing Contract & Project (referenced above) are applicable to work covered by this proposal. Any modifications to either Terms & Conditions format, or project related circumstances effecting Siemens ability to efficiently execute this work as planned, that become evident after the date of this proposal, will cause us to re-evaluate our costs of implementation. If that exercise indicates a cost change to Siemens, we reserve the right to re-quote this work to reflect the impact of those altered job conditions.

CUSTOMER REPRESENTATIVE

ACCEPTED:

Siemens Industry, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

RESOLUTION

Page 1 of 2

Approving Change Order No. 8 for Watertown Municipal Arena Renovation, Plumbing/Fire Protection, Lawman Heating & Cooling, Inc.

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

Total

YEA	NAY

Introduced by

Council Member Teresa R. Macaluso

WHEREAS on March 30, 2015, City Council of the City of Watertown approved the bid submitted by Lawman Heating & Cooling, Inc. in the amount of \$668,000 for Plumbing/Fire Protection for the Watertown Municipal Arena Renovation, and

WHEREAS on June 15, 2015, City Council approved Change Order No. 1 in the amount of \$64,810.75 for work on the sprinkler system, surface mounted drinking fountains, PVC plumbing, eliminating sensor activated flush valves, and eliminating sensor activated lavatory faucets, and

WHEREAS on September 21, 2015, City Council approved Change Order No. 2 in the amount of \$9,388.48 to install utilities for the elevator sump pit, and

WHEREAS on November 16, 2015, City Council approved Change Order No. 3 in the amount of \$6,723.15 to enclose an area of the main walkway on the second floor, and

WHEREAS on December 21, 2015, City Council approved Change Order No. 4 in the amount of \$4,219.88 to relocated the roof drains in the bathhouse, and

WHEREAS on January 19, 2016, City Council approved Change Order No. 5 for a no cost time extension for building occupancy to March 7, 2016, and

WHEREAS on February 16, 2016, City Council approved Change Order No. 6 in the amount of \$3,553.13 for replacement of an existing circulation pump and to re-pipe tempered water lines to the shower fixture, and

WHEREAS on April 19, 2016, City Council approved Change Order No. 7 in the amount of \$13,404.27 for repair of frozen waterlines, installation of a 1” waterline to provide hot reverse osmosis water to the zamboni room, installation of domestic hot and cold water drops in the zamboni room, addition of a domestic water line for the coffee maker in the concession area, and to reconnect the gas piping after National Grid upgraded the gas meter/valving, and

RESOLUTION

Page 2 of 2

Approving Change Order No. 8 for Watertown Municipal Arena Renovation, Plumbing/Fire Protection, Lawman Heating & Cooling, Inc.

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

Total

YEA	NAY

WHEREAS Lawman Heating and Cooling, Inc. has now submitted Change Order No. 8 for in the amount of \$23,697.38 for relocating gas piping on the bathhouse,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 8, a copy of which is attached and made part of this Resolution, to the contract with Lawman Heating & Cooling, Inc. in the amount of \$23,697.38 as described above bringing the total contract amount to \$793,797.04 for the Watertown Municipal Arena Renovation Project, 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 the City Manager Sharon Addison is hereby authorized and directed to sign the Change Order on behalf of the City of Watertown.

Seconded by Council Member Stephen A. Jennings

LAWMAN HEATING & COOLING, INC.

HVAC, PLUMBING, ELECTRICAL CONTRACTING

206 AMBROSE STREET P.O. BOX 599 SACKETS HARBOR, NY 13685

(315) 646-2919 FAX (315) 646-2920

28 September 2016

City Engineer
City of Watertown
245 Washington Street
Watertown, New York 13601

Attn: Justin Wood

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #540 - HVAC

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

Additional Work – Modifications to the gas piping system

Material:

Pipe, fittings, etc.	7,017.60
Equipment-Lift:	2,415.00

Labor:

Pipefitter	
182.4 hrs. @ 61.26	<u>11,173.82</u>
Subtotal	20,606.42
15% OH & P	<u>3,090.96</u>
Total	\$23,697.38

If you should need any additional information, please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Kyle Lawler
Project Manager

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

[] Field Order [x] Change Order

Contractor Name:	LAWMAN HEATING & COOLING, INC	Date:	9/28/2016
Address:	206 AMBROSE STREET	Project No.:	
	SACKETTS HARBOR, NEW YORK 13685	CO/FO/T&M:	Add'l Work
Telephone No:	315/646-2919	County:	Jefferson

LABOR RATE BREAKDOWN (For T & M Only, Use a separate sheet for each Employee)	Trade:	Plumber / Pipefitter	
{T&M Only} Item No. _____		REGULAR	PREMIUM TIME
{T&M Only} Employee Name: _____		BASE RATE	BASE RATE
{T&M Only} Soc. Sec. No. _____			

A. WAGE RATE PER HOUR	\$30.19	\$45.28
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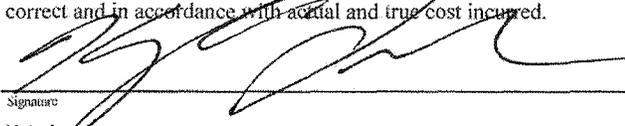
BENEFITS <small>(* Identifies benefits paid (directly to the Employee))</small>	*	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$20.61	\$20.61
-----------------------------------	----------------	----------------

PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security <small>(Up to the Maximum required by law)</small>		.0765	%
Medicare			%
Federal Unemployment <small>(Up to a Maximum of \$56.00 per Employee per year.)</small>		.008	%
State Unemployment <small>(Up to 1st \$8,500 of base salary paid per Employee per year.)</small>		.091	%
Workman's Compensation <small>Code: _____</small>		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR		
All benefits are paid directly to Employee.		
Only benefits identified by * above are paid directly to Employee.	\$30.19 times	34.65 % =
	\$10.46	\$15.69

D. TOTAL LABOR RATE (A + B + C) =	\$61.26	\$81.58
--	----------------	----------------

E. CONTRACTOR'S CERTIFICATION	
I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.	
 _____ Signature Kyle Lawler _____ Project Manager <small>Print Title</small>	Sworn before me _____ <small>Notary Public</small>

Material

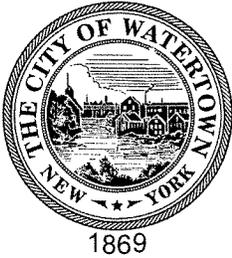
Item CSI	Description	Takeoff Qty	Unit	Mat \$/Unit	Mat Total	Mat Supplier
15060300	Pipe and mechanical roof support, pipe support, roller type, up to 10" off roof, up to 2-1/2" Dia	40.0	EA	50.00	2,000.00	
15107620	Pipe, steel, galvanized, threaded, 1", schedule 40, Spec. A-53, includes coupling and clevis hanger assem	110.0	LF	6.10	671.00	
15107620	Pipe, steel, galvanized, threaded, 1-1/2", schedule 40, Spec. A-53, includes coupling and clevis hanger assem	30.0	LF	9.05	271.50	
15107620	Pipe, steel, black, welded, 2-1/2" diameter, schedule 40, Spec. A-53, includes yoke & roll hanger assembly	130.0	LF	12.65	1,644.50	
15107620	Pipe, steel, black, welded, 3" diameter, schedule 40, Spec. A-53, includes yoke & roll hanger assembly, siz	100.0	LF	15.40	1,540.00	
15107620	Pipe, steel, black, welded, 4" diameter, schedule 40, Spec. A-53, includes yoke & roll hanger assembly, siz	10.0	LF	21.50	215.00	
15107640	Elbow, 90 Deg., steel, cast iron, black, straight, threaded, standard weight, 1"	8.0	EA	7.05	56.40	
15107640	Elbow, 90 Deg., steel, cast iron, black, straight, threaded, standard weight, 1-1/2"	4.0	EA	13.80	55.20	
15107660	Elbow, 90 Deg., steel, carbon steel, black, long radius, butt weld, standard weight, 2-1/2" pipe size, include	8.0	EA	27.50	220.00	
15107660	Elbow, 90 Deg., steel, carbon steel, black, long radius, butt weld, standard weight, 3" pipe size, includes 1	2.0	EA	29.00	58.00	
15107660	Tee, steel, carbon steel, black, straight, butt weld, standard weight, 3" pipe size, includes 1 weld per joint a	2.0	EA	84.00	168.00	
15107660	Tee, steel, carbon steel, black, straight, butt weld, standard weight, 4" pipe size, includes 1 weld per joint a	1.0	EA	118.00	118.00	
Grand Total					7,017.60	

Equipment

Item CSI Description	Takeoff Qty	Unit	Equip Mix	Equip Prod	Equip Prod Unit	Equip \$/Unit	Equip Hours	Equip Rate	Equip Total
15107620 Pipe, steel, black, welded, 2-1/2" diame	130.0	LF	Equip Q15	0.1707	hour / LF	1.180	22.19	6.91	153
15107620 Pipe, steel, black, welded, 3" diameter,	100.0	LF	Equip Q15	0.1866	hour / LF	1.290	18.66	6.91	129
15107620 Pipe, steel, black, welded, 4" diameter,	10.0	LF	Equip Q15	0.2170	hour / LF	1.500	2.17	6.91	15
15107660 Elbow, 90 Deg., steel, carbon steel, bla	8.0	EA	Equip Q15	0.9982	hour / EA	6.900	7.99	6.91	55
15107660 Elbow, 90 Deg., steel, carbon steel, bla	2.0	EA	Equip Q15	1.1429	hour / EA	7.900	2.29	6.91	16
15107660 Tee, steel, carbon steel, black, straight,	2.0	EA	Equip Q15	2.0036	hour / EA	13.850	4.01	6.91	28
15107660 Tee, steel, carbon steel, black, straight,	1.0	EA	Equip Q15	2.6691	hour / EA	18.450	2.67	6.91	18
Lift Rental	1.0	lsum				2,000.000			2,000
Grand Total							59.97	40.26	2,415

Labour

Item CSI Description	Takeoff Qty	Unit	Labor Hours
15060300 Pipe and mechanical roof support, pipe support, rolled	40.0	EA	31.9
15107620 Pipe, steel, galvanized, threaded, 1", schedule 40, S	110.0	LF	16.6
15107620 Pipe, steel, galvanized, threaded, 1-1/2", schedule 40	30.0	LF	6.0
15107620 Pipe, steel, black, welded, 2-1/2" diameter, schedule	130.0	LF	44.3
15107620 Pipe, steel, black, welded, 3" diameter, schedule 40,	100.0	LF	37.2
15107620 Pipe, steel, black, welded, 4" diameter, schedule 40,	10.0	LF	4.3
15107640 Elbow, 90 Deg., steel, cast iron, black, straight, threa	8.0	EA	4.9
15107640 Elbow, 90 Deg., steel, cast iron, black, straight, threa	4.0	EA	3.2
15107660 Elbow, 90 Deg., steel, carbon steel, black, long radiu	8.0	EA	16.1
15107660 Elbow, 90 Deg., steel, carbon steel, black, long radiu	2.0	EA	4.6
15107660 Tee, steel, carbon steel, black, straight, butt weld, sta	2.0	EA	8.0
15107660 Tee, steel, carbon steel, black, straight, butt weld, sta	1.0	EA	5.3
Grand Total			182.4



CITY OF WATERTOWN, NEW YORK

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

Amy M. Pastuf
Purchasing Manager

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: RFP 2016-02 - Naming Rights for Municipal Arena
DATE: 10/14/2016

The City's Purchasing Department advertised in the Watertown Daily Times on July 29, 2106, calling for proposals for sponsorship of Naming Rights for the Municipal Arena as per City specifications. Proposal information was sent to one hundred and eight (108) national and local businesses. City Staff followed up with phone calls and e-mails to each proposal recipient, to ensure that the packet and been received and to answer any questions. During the phone calls, comments were made by many potential sponsors that they do not participate in this sort of project and that the minimum amount was too high.

Proposals were due back to the City by September 30, 2016. The City did not receive any proposals.

At this time, the following options are available:

- Release a second RFP with a lower minimum fee
- Release a second RFP with no minimum fee
- Hire an experienced marketing firm to negotiate with potential sponsors
- Name the Arena the "Watertown Municipal Arena" or another appropriate title

If there are any questions concerning this recommendation, please contact me at your convenience.

November 2, 2016

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Year-end Financial Report

Attached for City Council review is the un-audited financial report for the fiscal year ended June 30, 2016. This year's audit conducted by Bowers & Company commenced on November 2nd and will continue into December. Staff anticipates the presentation of the independent auditors report in January 2017. A summary by fund for the past fiscal year is as follows:

General Fund

Beginning fund balance and reserve balances			\$ 13,421,749
+ Revenues		\$ 38,915,720	
- Expenses		<u>(39,457,066)</u>	
Net change from operations			\$ (541,346)
+ Transfer from sidewalk debt reserve			<u>-</u>
Ending fund balances and reserve balances			12,880,403
Fund balance reserved for encumbrances			(310,646)
Fund balance reserved for capital improvements			(1,334,993)
Fund balance reserved for sidewalk assessment debt			(166,773)
Fund balance reserved for Fairgrounds Stadium			(20,097)
Fund balance appropriated to subsequent fiscal year			<u>(646,218)</u>
Unreserved un-appropriated fund balance			\$ 10,401,676

Forecasted deficits in FY 2016-17 Multi-Year Financial Plan:	FY 2017-18	\$ (2,350,508)
	FY 2018-19	\$ (2,691,628)
	FY 2019-20	\$ (2,522,493)
	FY 2020-21	<u>\$ (3,378,207)</u>
	Total	<u>\$ (10,942,836)</u>

In FY 2012-13 the City received an additional \$3,100,000 of NYS Aid to Municipalities which was placed in a Capital Reserve Fund. The City appropriated \$505,000 in the FY 2016-17 budget leaving \$829,993 to appropriate in future budgets to offset some of the City's General Fund five year capital plan.

Accordingly after the appropriation of the capital reserve fund the forecasted deficits are reduced as presented below. The forecasted deficits are based on various assumptions outlined in the plan one of which is no increases to the tax levy.

	Initial Forecasted Deficits	Appropriation of Capital Reserve Fund	Deficits after Appropriation of Capital Reserve Fund
FY 2017-18	\$ (2,350,508)	\$ 380,000	\$ (1,970,508)
FY 2018-19	\$ (2,691,628)	255,000	\$ (2,436,628)
FY 2019-20	\$ (2,522,493)	100,000	\$ (2,422,493)
FY 2020-21	<u>\$ (3,378,207)</u>	<u>94,993</u>	<u>\$ (3,283,214)</u>
Total	<u>\$ (10,942,836)</u>	<u>\$ 829,993</u>	<u>\$ (10,112,843)</u>

Water Fund

Beginning fund balance and reserve balances, restated			\$ 830,820
+ Revenues		\$ 5,007,958	
- Expenses		<u>(4,654,762)</u>	
Net Change from operations			353,196
Change in Workers Compensation Liability			(66,322)
Change in Accrued Interest Liability			12,444
Change in Net Pension Liability			(279,925)
Change in OPEB Liability			<u>(259,225)</u>
Ending net assets and restricted balances			590,988
Fund balance reserved for encumbrances			(4,729)
Fund balance appropriated to subsequent fiscal year			<u>-</u>
Unreserved un-appropriated fund balance			\$ 586,259

The unrestricted net assets amount has been reduced by the amounts the water fund is required to include in its financial statements for the other post-employment benefits (OPEB) liability in the amount of \$1,834,890, net pension liability of \$857,379, accrued interest in the amount of \$23,351 and its anticipated long-term workers compensation liability for current claims in the amount of \$404,209. The City continues to meet these obligations on a pay-as-you-go basis and fund them in the year the payments are to be made.

Sewer Fund

Beginning fund balance and reserve balances			\$ 1,461,378
+ Revenues		\$ 6,527,155	
- Expenses		<u>(5,112,319)</u>	
Net Change from operations			1,414,836
Change in Workers Compensation Liability			12,576
Change in Accrued Interest Liability			3,707
Change in Net Pension Liability			(242,559)
Change in OPEB Liability			<u>(260,991)</u>
Ending net assets and restricted balances			2,388,947
Fund balance reserved for encumbrances			(16,980)
Fund balance appropriated to subsequent fiscal year			<u>(140,048)</u>
Unreserved un-appropriated fund balance			\$ 2,231,919

The unrestricted net assets amount has been reduced by the amounts the sewer fund is required to include in its financial statements for the other post-employment benefits (OPEB) liability in the amount of \$1,339,430, net pension liability of \$755,415, accrued interest in the amount of \$48,570 and its anticipated long-term workers compensation liability for current claims in the amount of \$106,405. The City continues to meet these obligations on a pay-as-you-go basis and fund them in the year the payments are to be made.

Library Fund

Beginning fund balance and reserve balances			\$ 103,943
Prior period adjustment for compensated absences			17,634
+ Revenues		\$ 1,268,958	
- Expenses		<u>(1,303,048)</u>	
Net Change from operations			<u>(34,090)</u>
Ending fund balances and reserve balances			87,487
Fund balance reserved for encumbrances			-
Fund balance appropriated to subsequent fiscal year			<u>(50,000)</u>
Unreserved un-appropriated fund balance			\$ 37,487

Self-funded Health Insurance Fund

Beginning fund balance and reserve balances			\$ 2,013,626
+ Revenues		\$ 8,558,446	
- Expenses		<u>(8,909,368)</u>	
Net Change from operations			<u>(350,922)</u>
Ending fund balances and reserve balances			1,662,704
Fund balance reserved for encumbrances			-
Fund balance appropriated to subsequent fiscal year			<u>(50,000)</u>
Unreserved un-appropriated fund balance			\$ 1,612,704

Tourism Fund

Beginning fund balance and reserve balances			\$ 49,970
+ Revenues		\$ 213,589	
- Expenses		<u>(250,100)</u>	
Net Change from operations			<u>(36,511)</u>
Ending fund balances and reserve balances			13,459
Fund balance reserved for encumbrances			-
Fund balance appropriated to subsequent fiscal year			<u>-</u>
Unreserved un-appropriated fund balance			\$ 13,459

Workers Compensation Reserve Fund

Beginning fund balance and reserve balances			\$ 229,960
+ Revenues		\$ 349	
- Expenses		<u>-</u>	
Net Change from operations			<u>349</u>
Ending fund balances and reserve balances			230,309
Fund balance reserved for encumbrances			-
Fund balance appropriated to subsequent fiscal year			<u>(99,750)</u>
Unreserved un-appropriated fund balance			\$ 130,559

Risk Retention Fund

Beginning fund balance and reserve balances			\$ 486,746
+ Revenues		\$ 105,378	
- Expenses		<u>(20,809)</u>	
Net Change from operations			<u>84,569</u>
Ending fund balances and reserve balances			571,315
Fund balance reserved for encumbrances			(1,893)
Fund balance appropriated to subsequent fiscal year			<u>-</u>
Unreserved un-appropriated fund balance			\$ 569,422

Debt Service Fund

Beginning fund balance and reserve balances			\$ -
+ Revenues		\$ 8,248	
- Expenses		<u>-</u>	
Net Change from operations			<u>8,248</u>
Ending fund balances and reserve balances			8,248
Fund balance reserved for encumbrances			-
Fund balance appropriated to subsequent fiscal year			<u>-</u>
Unreserved un-appropriated fund balance			\$ 8,248

**CITY OF WATERTOWN
FY 2015/16 FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDING JUNE 30, 2016**

GENERAL FUND SUMMARY

General Fund Summary	2015-16 Revised Budget	YTD Actual	%	Prior YTD Actual	2014-15 Actual
Revenues	\$ 39,498,427	\$ 38,915,720	98.52%	\$ 38,298,196	\$ 38,298,196
Expenditures	\$ 41,610,001	\$ 39,457,066	94.83%	\$ 37,913,602	\$ 37,913,602
Net Change in Fund Balance	\$ (2,111,574)	\$ (541,346)		\$ 384,595	\$ 384,595

GENERAL FUND REVENUES

General fund revenues were up \$617,523 or 1.61% compared to last year due mostly to the insurance proceeds of \$750,000 for the Van Duzee Street warehouse fire. The 10 largest general fund budgeted revenues account for over 94% of the total general fund revenues. A summary of general fund revenues is as follows:

GENERAL FUND REVENUES	2015-16 Revised Budget	Current Y-T-D	Y-T-D % of Budget	Prior Y-T-D	2014-15 Actual
State Admin. Sales & Use Tax	\$ 17,575,000	\$ 17,068,193	97.12%	\$ 17,129,685	\$ 17,129,685
Real Property Taxes(net of reserve)	\$ 8,406,979	\$ 8,440,657	100.40%	\$ 8,131,382	\$ 8,131,382
State Aid, Per Capita	\$ 4,703,208	\$ 4,703,208	100.00%	\$ 4,703,208	\$ 4,703,208
Sale of Surplus Power	\$ 3,790,000	\$ 3,531,027	93.17%	\$ 3,799,350	\$ 3,799,350
Refuse and Garbage Charges	\$ 885,000	\$ 831,250	93.93%	\$ 847,616	\$ 847,616
State Aid, Mortgage Tax	\$ 350,000	\$ 294,932	84.27%	\$ 254,595	\$ 254,595
Utilities Gross Income Tax	\$ 330,000	\$ 273,758	82.96%	\$ 304,468	\$ 304,468
Interfund Transfers	\$ 364,000	\$ 250,101	68.71%	\$ 371,987	\$ 371,987
State Mass Transportation Assistance	\$ 246,000	\$ 256,567	104.30%	\$ 247,742	\$ 247,742
Bus Fares	\$ 166,000	\$ 133,855	80.64%	\$ 151,198	\$ 151,198
Subtotal	\$ 36,816,187	\$ 35,783,547	97.20%	\$ 35,941,231	\$ 35,941,231
All Other General Fund Revenues	\$ 2,682,240	\$ 3,132,173	116.77%	\$ 2,356,965	\$ 2,356,965
Total	\$ 39,498,427	\$ 38,915,720	98.52%	\$ 38,298,196	\$ 38,298,196

Real Property Tax Collections: Gross property tax revenue for FY 15-16 is \$8,413,728 which represented an increase of \$154,143 representing an increase of 1.87% over FY 14-15.

Interest and Penalties on Property Taxes: Revenue was up compared to last year by \$6,136 or 4.13%.

Sales Tax Revenue: The City's sales tax collections were down compared to last year by \$61,492 or 0.36% despite the fact that half of the fiscal year sales tax revenue was generated at the new Jefferson County sales tax rate of 4.00% which was increase of 6.67% from the previous rate of 3.75%. Compared to the adopted budget revenue is down by \$506,807 or 2.88%.

Sale of Surplus Power: The City's sale of surplus power was down \$268,323 or 7.06% compared to last year. Compared to budget revenue was down \$258,973 or 6.83%. These results include a prior period adjustment in the amount of \$462,961 to correct seven months of hydro-electric charges since FY 2012-13 whereby the General Fund overcharged the Water, Sewer and Library Funds for their electricity consumption associated with the City's hydro-electric plant. Without this prior period adjustment revenues would have been up \$194,638 or 5.12%.

Utilities Gross Income Tax Revenue: Under General Municipal Law, the City imposes a 1% tax on the gross income from every utility doing business in the City. Revenue was down compared to last year by \$30,710 or 10.09%.

Mortgage Tax Revenue: The City receives 1/2% tax for each mortgage recorded on property located within the City. Revenue for the year was up \$40,337 or 15.84% compared to last year.

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

**CITY OF WATERTOWN
FY 2015/16 FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDING JUNE 30, 2016**

GENERAL FUND EXPENDITURES

The following 10 departments / categories represent over 83% of the General Fund budgeted expenditures. General fund expenditures increased by \$1,543,464 or 4.07% compared to last year.

GENERAL FUND EXPENDITURES	2015-16 Revised Budget	Current Y-T-D	Y-T-D % of Budget	Prior Y-T-D	2014-15 Actual (Unaudited)
Fire	\$ 9,298,420	\$ 9,211,534	99.07%	\$ 8,754,242	\$ 8,754,242
Police	\$ 8,153,090	\$ 7,903,559	96.94%	\$ 7,802,721	\$ 7,802,721
Department of Public Works	\$ 5,113,871	\$ 4,514,584	88.28%	\$ 4,999,531	\$ 4,999,531
Health Insurance-Retirees	\$ 3,606,340	\$ 3,505,098	97.19%	\$ 3,399,764	\$ 3,399,764
Debt Service	\$ 3,058,723	\$ 3,058,700	100.00%	\$ 2,588,778	\$ 2,588,778
Parks and Recreation	\$ 1,850,254	\$ 1,651,029	89.23%	\$ 1,602,932	\$ 1,602,932
Library Transfer	\$ 1,204,698	\$ 1,204,698	100.00%	\$ 1,298,665	\$ 1,298,665
Bus	\$ 952,280	\$ 850,814	89.34%	\$ 766,736	\$ 766,736
Traffic Control & Lighting	\$ 891,139	\$ 848,719	95.24%	\$ 808,500	\$ 808,500
Transfer to Capital Projects	\$ 708,125	\$ 631,398	89.16%	\$ 436,490	\$ 436,490
SUBTOTAL	\$ 34,836,940	\$ 33,380,134	95.82%	\$ 32,458,358	\$ 32,458,358
All Other Departments/Transfers	\$ 6,773,061	\$ 6,076,932	89.72%	\$ 5,455,243	\$ 5,455,243
TOTAL	\$ 41,610,001	\$ 39,457,066	94.83%	\$ 37,913,602	\$ 37,913,602

GENERAL FUND - PERSONAL SERVICES

Personal service expenditures account for over 39% of the general fund budgeted expenditures. The following table presents the 10 largest departmental budgeted personal services. These 10 departments represent over 80% of the budgeted general fund personal service expenditures. Fire department overtime increased compared to last year by \$62,727 or 14.71%. Included in the Fire Department overtime costs was \$18,032 related to training funded by a USAR grant. Police department overtime decreased by \$125,015 or 28.56%.

Department	2015-16 Revised Budget	Current Y-T-D	Y-T-D % of Budget	Prior Y-T-D	2014-15 Actual (Unaudited)
Fire	\$ 5,247,181	\$ 5,592,556	106.58%	\$ 5,353,346	\$ 5,353,346
Police	\$ 4,830,484	\$ 4,905,227	101.55%	\$ 4,717,896	\$ 4,717,896
DPW Snow Removal	\$ 573,048	\$ 500,184	87.28%	\$ 588,197	\$ 588,197
Engineering	\$ 455,168	\$ 417,684	91.76%	\$ 419,158	\$ 419,158
Municipal Executive	\$ 388,876	\$ 393,298	101.14%	\$ 406,724	\$ 406,724
DPW Central Garage	\$ 355,826	\$ 312,308	87.77%	\$ 358,444	\$ 358,444
Comptroller	\$ 337,426	\$ 321,999	95.43%	\$ 344,816	\$ 344,816
DPW Refuse & Garbage	\$ 352,335	\$ 266,019	75.50%	\$ 270,835	\$ 270,835
Bus	\$ 421,200	\$ 369,196	87.65%	\$ 292,204	\$ 292,204
DPW Administration	\$ 244,400	\$ 253,561	103.75%	\$ 251,183	\$ 251,183
SUBTOTAL	\$ 13,205,944	\$ 13,332,032	100.95%	\$ 13,002,803	\$ 13,002,803
All Other Departments	\$ 3,248,865	\$ 2,908,143	89.51%	\$ 2,879,651	\$ 2,879,651
TOTAL	\$ 16,454,809	\$ 16,240,176	98.70%	\$ 15,882,453	\$ 15,882,453

**CITY OF WATERTOWN
FY 2015/16 FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDING JUNE 30, 2016**

WATER FUND

Revenues were down compared to last year by \$89,701 or 1.76%. Revenues from outside City users decreased by \$47,386 or 3.19% while inside City user revenue decreased \$93,577 or 2.82%. Expenditures were down \$171,995 or 3.56% compared to last year in part due to a prior period adjustment in the amount of \$149,309 to correct seven months of hydro-electric charges since FY 2012-13 whereby the Water Fund was overcharged by the General Fund for its electricity consumption associated with the City's hydro-electric plant.

	2015-16				2014-15
Water Fund Summary	Revised Budget	Y-T-D Actual	Y-T-D % of Budget	Prior Y-T-D	Actual (Unaudited)
Revenues	\$ 5,072,500	\$ 5,007,958	98.73%	\$ 5,097,659	\$ 5,097,659
Expenditures	\$ 5,257,619	\$ 4,654,762	88.53%	\$ 4,826,758	\$ 4,826,758
Net Change in Fund Balance	\$ (185,119)	\$ 353,195		\$ 270,902	\$ 270,902

SEWER FUND

Revenues increased compared to last year by \$664,558 or 11.34% mostly due to the transfer of \$769,653 back to the Sewer Fund for the Western Outfall Trunk Sewer (Chestnut Street to Ives Street section) project that is no longer being undertaken and was funded in FY 2012-13 by a transfer from the Sewer Fund to the Capital Projects Fund. Revenues from City customers were down \$77,681 or 3.03%, sludge and leachate customers' revenues were up by \$94,165 or 12.96% and other governments' revenues decreased by \$156,474. Expenditures were up by \$206,593 or 3.88% despite a prior period adjustment in the amount of \$288,763 to correct seven months of hydro-electric charges since FY 2012-13 whereby the Sewer Fund was overcharged by the General Fund for its electricity consumption associated with the City's hydro-electric plant.

	2015-16				2014-15
Sewer Fund Summary	Revised Budget	Y-T-D Actual	Y-T-D % of Budget	Prior Y-T-D	Actual (Unaudited)
Revenues	\$ 6,042,500	\$ 6,527,155	108.02%	\$ 5,862,597	\$ 5,862,597
Expenditures	\$ 6,141,813	\$ 5,112,319	83.24%	\$ 5,318,912	\$ 5,318,912
Net Change in Fund Balance	\$ (99,313)	\$ 1,414,836		\$ 543,685	\$ 543,685

LIBRARY FUND

Excluding the transfer from the General Fund, revenues decreased compared to last year by \$4,875 or 7.05%. Expenditures decreased compared to last year by \$85,677 or 6.25% in part due to a prior period adjustment in the amount of \$24,890 to correct seven months of hydro-electric charges since FY 2012-13 whereby the Library Fund was overcharged by the General Fund for its electricity consumption associated with the City's hydro-electric plant.

	2015-16				2014-15
Library Fund Summary	Revised Budget	Y-T-D Actual	Y-T-D % of Budget	Prior Y-T-D	Actual (Unaudited)
Revenues	\$ 1,270,803	\$ 1,268,958	99.85%	\$ 1,367,800	\$ 1,367,800
Expenditures	\$ 1,320,811	\$ 1,285,414	97.32%	\$ 1,371,092	\$ 1,371,092
Net Change in Fund Balance	\$ (50,008)	\$ (16,456)		\$ (3,291)	\$ (3,291)

The majority of the Library revenues shown in this fund are a result of the library transfer expense (\$1,204,698) shown up above in the General Fund Expenditures section. All available library revenues such as fines and grants are utilized prior to any transfer from the General Fund.

SELF-INSURANCE FUND

Revenues increased compared to last year by \$385,666 or 4.72% due to the increase in premiums. Expenditures increased by \$74,313 or 0.84% compared to last year.

	2015-16				2014-15
Self-Insurance Fund Summary	Revised Budget	Y-T-D Actual	Y-T-D % of Budget	Prior Y-T-D	Actual (Unaudited)
Revenues	\$ 8,622,405	\$ 8,558,446	99.26%	\$ 8,172,779	\$ 8,172,779
Expenditures	\$ 8,847,405	\$ 8,909,368	100.70%	\$ 8,835,054	\$ 8,835,054
Net Change in Fund Balance	\$ (225,000)	\$ (350,922)		\$ (662,275)	\$ (662,275)

**CITY OF WATERTOWN
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THROUGH THE QUARTER ENDING JUNE 30, 2016**

	2015-16	Current Y-T-D	Y-T-D % of Budget	Prior Y-T-D	2014-15	Current YTD vs. Prior YTD	
	Revised Budget				Actual	Variance	%
General Fund Revenues							
Real Property Taxes	\$ 8,414,664	\$ 8,413,728	99.99%	\$ 8,259,585	\$ 8,259,585	\$ 154,143	1.87%
Special Assessments (sidewalks)	\$ 5,815	\$ 5,815	100.01%	\$ 7,888	\$ 7,888	\$ (2,073)	-26.27%
Real Property Tax Reserve	\$ (13,500)	\$ 21,114	-156.40%	\$ (136,091)	\$ (136,091)	\$ 157,205	-115.51%
Federal Payments in Lieu of Taxes	\$ 42,000	\$ 45,841	109.14%	\$ 41,193	\$ 41,193	\$ 4,648	11.28%
Other Payments in Lieu of Taxes	\$ 110,000	\$ 109,496	99.54%	\$ 109,219	\$ 109,219	\$ 277	0.25%
Interest/Penalties on Property Taxes	\$ 175,000	\$ 154,630	88.36%	\$ 148,494	\$ 148,494	\$ 6,136	4.13%
State Admin. Sales & Use Tax	\$ 17,575,000	\$ 17,068,193	97.12%	\$ 17,129,685	\$ 17,129,685	\$ (61,492)	-0.36%
Utilities Gross Income Tax	\$ 330,000	\$ 273,758	82.96%	\$ 304,468	\$ 304,468	\$ (30,710)	-10.09%
Franchises	\$ 385,000	\$ 370,114	96.13%	\$ 383,828	\$ 383,828	\$ (13,714)	-3.57%
Tax Sale Advertising	\$ 17,000	\$ 18,480	108.71%	\$ 14,330	\$ 14,330	\$ 4,150	28.96%
Comptroller's Fees	\$ 8,000	\$ 7,714	96.42%	\$ 8,054	\$ 8,054	\$ (340)	-4.23%
Assessor's Fees	\$ 500	\$ 523	104.51%	\$ 507	\$ 507	\$ 16	3.06%
Clerk Fees	\$ 115,000	\$ 116,102	100.96%	\$ 116,219	\$ 116,219	\$ (116)	-0.10%
Civil Service Fees	\$ 5,000	\$ 3,840	76.80%	\$ 2,035	\$ 2,035	\$ 1,805	88.70%
Police Fees	\$ 2,000	\$ 1,361	68.05%	\$ 6,795	\$ 6,795	\$ (5,434)	-79.97%
Public Works Fees	\$ 90,000	\$ 74,261	82.51%	\$ 108,545	\$ 108,545	\$ (34,284)	-31.59%
DPW Charges - Fuel	\$ 23,000	\$ 16,472	71.62%	\$ 24,887	\$ 24,887	\$ (8,414)	-33.81%
Bus Fares	\$ 166,000	\$ 133,855	80.64%	\$ 151,198	\$ 151,198	\$ (17,344)	-11.47%
Bus Advertising	\$ 13,000	\$ 20,475	157.50%	\$ 14,825	\$ 14,825	\$ 5,650	38.11%
Parks & Recreation Charges	\$ 7,700	\$ 24,214	314.47%	\$ 16,739	\$ 16,739	\$ 7,475	44.66%
Field Use Charges	\$ 31,300	\$ 31,366	100.21%	\$ 26,244	\$ 26,244	\$ 5,122	19.52%
Recreation Concessions	\$ 18,500	\$ 10,717	57.93%	\$ 96,589	\$ 96,589	\$ (85,872)	-88.90%
Stadium Charges	\$ 10,600	\$ 29,553	278.80%	\$ 29,059	\$ 29,059	\$ 494	1.70%
Arena Fees	\$ 11,475	\$ 38,476	335.30%	\$ 4,440	\$ 4,440	\$ 34,036	766.57%
Skating Rink Charges	\$ -	\$ 10,580	0.00%	\$ 162,945	\$ 162,945	\$ (152,365)	-93.51%
Zoning Fees	\$ 3,500	\$ 3,775	107.86%	\$ 2,600	\$ 2,600	\$ 1,175	45.19%
Refuse and Garbage Charges	\$ 495,000	\$ 456,002	92.12%	\$ 473,288	\$ 473,288	\$ (17,287)	-3.65%
Toter Fees	\$ 390,000	\$ 375,248	96.22%	\$ 374,328	\$ 374,328	\$ 920	0.25%
Sale of Surplus Power	\$ 3,790,000	\$ 3,531,027	93.17%	\$ 3,799,350	\$ 3,799,350	\$ (268,323)	-7.06%
Taxes/Assessment Svcs. Other Govt.	\$ 4,930	\$ 5,199	105.45%	\$ 4,929	\$ 4,929	\$ 269	5.47%
Civil Service Charges-School District	\$ 28,500	\$ 25,934	91.00%	\$ 31,193	\$ 31,193	\$ (5,259)	-16.86%
Police Services	\$ 101,000	\$ 92,160	91.25%	\$ 102,811	\$ 102,811	\$ (10,651)	-10.36%
Transportation Services, Other Govts.	\$ 5,600	\$ 5,600	100.00%	\$ 5,600	\$ 5,600	\$ -	0.00%
Interest and Earnings	\$ 13,000	\$ 13,772	105.93%	\$ 10,651	\$ 10,651	\$ 3,121	29.30%
Rental of Real Property	\$ 76,035	\$ 76,285	100.33%	\$ 60,884	\$ 60,884	\$ 15,401	25.30%
Business and Occupational Licenses	\$ 5,000	\$ 5,040	100.80%	\$ 4,447	\$ 4,447	\$ 593	13.33%
Games of Chance Licenses	\$ 100	\$ 278	277.91%	\$ 91	\$ 91	\$ 187	204.19%
Bingo Licenses	\$ 2,000	\$ 2,752	137.60%	\$ 2,173	\$ 2,173	\$ 579	26.65%
Building & Alterations Permits	\$ 75,000	\$ 49,319	65.76%	\$ 50,696	\$ 50,696	\$ (1,377)	-2.72%
City Permits	\$ 5,000	\$ 8,551	171.02%	\$ 2,357	\$ 2,357	\$ 6,194	262.85%
Sanitary Sewer Permits	\$ 5,000	\$ 2,385	47.70%	\$ 4,645	\$ 4,645	\$ (2,260)	-48.65%
Storm Sewer Permits	\$ 500	\$ 865	173.00%	\$ 2,410	\$ 2,410	\$ (1,545)	-64.11%
Fines & Forfeited Bail	\$ 135,000	\$ 104,548	77.44%	\$ 117,475	\$ 117,475	\$ (12,926)	-11.00%
Scrap & Excess Materials Sale	\$ 10,000	\$ 13,111	131.11%	\$ 15,387	\$ 15,387	\$ (2,276)	-14.79%
Minor Sales	\$ 100	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Sale of Real Property	\$ 50,000	\$ 26,544	53.09%	\$ 40,779	\$ 40,779	\$ (14,235)	-34.91%
Sale of Equipment	\$ 15,000	\$ 17,989	119.92%	\$ 7,050	\$ 7,050	\$ 10,939	155.16%
Insurance Recoveries	\$ 20,000	\$ 773,276	3866.38%	\$ 18,521	\$ 18,521	\$ 754,755	4075.12%
Refund of Prior Year Expense	\$ 5,000	\$ 22,559	451.19%	\$ 4,367	\$ 4,367	\$ 18,192	416.59%
Gifts & Donations	\$ 6,000	\$ 62,696	1044.94%	\$ 19,776	\$ 19,776	\$ 42,921	217.04%
Other Unclassified Revenues	\$ 1,000	\$ 9,544	954.41%	\$ 1,075	\$ 1,075	\$ 8,470	788.19%
Payment Processing Fees	\$ 6,000	\$ 6,000	100.00%	\$ 5,745	\$ 5,745	\$ 255	4.43%
Central Printing & Mailing	\$ 5,000	\$ 5,917	118.35%	\$ 4,974	\$ 4,974	\$ 944	18.97%
Central Garage	\$ 115,000	\$ 75,004	65.22%	\$ 96,947	\$ 96,947	\$ (21,943)	-22.63%
State Aid, Per Capita	\$ 4,703,208	\$ 4,703,208	100.00%	\$ 4,703,208	\$ 4,703,208	\$ -	0.00%
State Aid, Mortgage Tax	\$ 350,000	\$ 294,932	84.27%	\$ 254,595	\$ 254,595	\$ 40,337	15.84%
State Reimbursement-Worker's Comp.	\$ 65,000	\$ 37,067	57.03%	\$ 94,616	\$ 94,616	\$ (57,549)	-60.82%
State Reimbursement-Court Security	\$ 38,500	\$ 30,694	79.72%	\$ 36,960	\$ 36,960	\$ (6,266)	-16.95%
State Reimbursement-Court Postage	\$ 1,752	\$ 1,752	100.00%	\$ 1,752	\$ 1,752	\$ -	0.00%
State Reimbursement-CHIPs	\$ 141,000	\$ 325,563	230.90%	\$ 100,738	\$ 100,738	\$ 224,825	223.18%
State Mass Transportation Assistance	\$ 246,000	\$ 256,567	104.30%	\$ 247,742	\$ 247,742	\$ 8,825	3.56%
State Aid-Bus Projects	\$ 9,750	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%

**CITY OF WATERTOWN
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	2015-16		Y-T-D % of Budget	Prior Y-T-D	2014-15		Current YTD vs. Prior YTD	
	Revised Budget	Current Y-T-D			Actual	Variance	%	
State Aid, Disaster	\$ -	\$ 9,487	0.00%	\$ -	\$ -	\$ -	\$ -	0.00%
State Aid, Other Home & Community Service	\$ 25,000	\$ -	0.00%	\$ 1,080	\$ 1,080	\$ (1,080)	\$ (1,080)	-100.00%
Federal Aid Police Block Grant	\$ 186,098	\$ 226,687	121.81%	\$ 143,047	\$ 143,047	\$ 83,640	\$ 83,640	58.47%
Federal Aid Highway Safety	\$ 6,800	\$ 4,129	60.72%	\$ 8,679	\$ 8,679	\$ (4,550)	\$ (4,550)	-52.42%
Federal Transportation Assistance	\$ 450,000	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	0.00%
Federal Aid - Snowstorm	\$ -	\$ -	0.00%	\$ 28,462	\$ 28,462	\$ (28,462)	\$ (28,462)	-100.00%
Federal Aid-Other Home & Community Serv.	\$ -	\$ 2,273	0.00%	\$ 7,675	\$ 7,675	\$ (5,402)	\$ (5,402)	-70.38%
Interfund Transfers	\$ 364,000	\$ 250,101	68.71%	\$ 371,987	\$ 371,987	\$ (121,886)	\$ (121,886)	-32.77%
Total Revenue	\$ 39,498,427	\$ 38,915,720	98.52%	\$ 38,298,196	\$ 38,298,196	\$ 617,523	\$ 617,523	1.61%
Appropriated Fund Balance	\$ 2,111,574	\$ 541,346	25.64%	\$ -	\$ -	\$ 541,346	\$ 541,346	#DIV/0!
Revenue and Fund Balance	\$ 41,610,001	\$ 39,457,066	94.83%	\$ 38,298,196	\$ 38,298,196	\$ 1,158,870	\$ 1,158,870	3.03%

General Fund Expenditures

Legislative Board	\$ 79,031	\$ 76,649	96.99%	\$ 131,200	\$ 131,200	\$ (54,551)	\$ (54,551)	-41.58%
Mayor	\$ 36,521	\$ 30,113	82.45%	\$ 28,064	\$ 28,064	\$ 2,048	\$ 2,048	7.30%
Municipal Executive	\$ 621,224	\$ 605,509	97.47%	\$ 607,062	\$ 607,062	\$ (1,553)	\$ (1,553)	-0.26%
Comptroller	\$ 589,213	\$ 518,457	87.99%	\$ 555,028	\$ 555,028	\$ (36,571)	\$ (36,571)	-6.59%
Purchasing	\$ 152,279	\$ 140,955	92.56%	\$ 134,310	\$ 134,310	\$ 6,645	\$ 6,645	4.95%
Assessment	\$ 289,459	\$ 277,029	95.71%	\$ 277,796	\$ 277,796	\$ (767)	\$ (767)	-0.28%
Tax Advertising	\$ 22,025	\$ 22,017	99.96%	\$ 16,084	\$ 16,084	\$ 5,933	\$ 5,933	36.88%
Property Acquired for Taxes	\$ 632,425	\$ 632,252	99.97%	\$ 6,668	\$ 6,668	\$ 625,584	\$ 625,584	9382.25%
Fiscal Agent Fees	\$ 800	\$ 800	100.00%	\$ 800	\$ 800	\$ -	\$ -	0.00%
Clerk	\$ 215,989	\$ 206,777	95.74%	\$ 201,407	\$ 201,407	\$ 5,370	\$ 5,370	2.67%
Law	\$ 347,175	\$ 343,945	99.07%	\$ 287,378	\$ 287,378	\$ 56,567	\$ 56,567	19.68%
Civil Service	\$ 67,338	\$ 65,037	96.58%	\$ 68,193	\$ 68,193	\$ (3,157)	\$ (3,157)	-4.63%
Engineering	\$ 658,723	\$ 623,551	94.66%	\$ 680,347	\$ 680,347	\$ (56,796)	\$ (56,796)	-8.35%
DPW Administration	\$ 545,601	\$ 493,104	90.38%	\$ 488,872	\$ 488,872	\$ 4,232	\$ 4,232	0.87%
Buildings	\$ 210,313	\$ 167,848	79.81%	\$ 178,450	\$ 178,450	\$ (10,602)	\$ (10,602)	-5.94%
Central Garage	\$ 788,287	\$ 622,691	78.99%	\$ 668,001	\$ 668,001	\$ (45,310)	\$ (45,310)	-6.78%
Central Printing & Mailing	\$ 88,271	\$ 71,199	80.66%	\$ 63,418	\$ 63,418	\$ 7,781	\$ 7,781	12.27%
Information Technology	\$ 621,573	\$ 482,650	77.65%	\$ 492,179	\$ 492,179	\$ (9,529)	\$ (9,529)	-1.94%
Judgements & Claims	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	0.00%
Land	\$ -	\$ -	0.00%	\$ 20,000	\$ 20,000	\$ (20,000)	\$ (20,000)	-100.00%
Taxes on Property	\$ 42,700	\$ 42,679	99.95%	\$ 40,188	\$ 40,188	\$ 2,491	\$ 2,491	6.20%
Contingency	\$ 252,894	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	0.00%
Police	\$ 8,153,090	\$ 7,903,559	96.94%	\$ 7,802,721	\$ 7,802,721	\$ 100,838	\$ 100,838	1.29%
Fire	\$ 9,298,420	\$ 9,211,534	99.07%	\$ 8,754,242	\$ 8,754,242	\$ 457,292	\$ 457,292	5.22%
Control of Animals	\$ 98,719	\$ 98,719	100.00%	\$ 275,542	\$ 275,542	\$ (176,823)	\$ (176,823)	-64.17%
Safety Inspection	\$ 660,364	\$ 592,913	89.79%	\$ 379,893	\$ 379,893	\$ 213,020	\$ 213,020	56.07%
DPW Municipal Maintenance	\$ 533,550	\$ 439,142	82.31%	\$ 562,901	\$ 562,901	\$ (123,759)	\$ (123,759)	-21.99%
DPW Road Maintenance	\$ 773,554	\$ 711,842	92.02%	\$ 858,377	\$ 858,377	\$ (146,535)	\$ (146,535)	-17.07%
DPW Snow Removal	\$ 1,213,401	\$ 1,142,539	94.16%	\$ 1,274,042	\$ 1,274,042	\$ (131,503)	\$ (131,503)	-10.32%
Hydro Electric Production	\$ 359,515	\$ 353,689	98.38%	\$ 417,171	\$ 417,171	\$ (63,482)	\$ (63,482)	-15.22%
Traffic Control & Lighting	\$ 891,139	\$ 848,719	95.24%	\$ 808,500	\$ 808,500	\$ 40,219	\$ 40,219	4.97%
Bus	\$ 952,280	\$ 850,814	89.34%	\$ 766,736	\$ 766,736	\$ 84,078	\$ 84,078	10.97%
Off Street Parking	\$ 43,975	\$ 38,530	87.62%	\$ 41,635	\$ 41,635	\$ (3,104)	\$ (3,104)	-7.46%
Community Action	\$ 47,500	\$ 47,500	100.00%	\$ 47,500	\$ 47,500	\$ -	\$ -	0.00%
Publicity	\$ 5,000	\$ 1,938	38.76%	\$ 100	\$ 100	\$ 1,838	\$ 1,838	1842.20%
Private Social Services Agency	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	0.00%
Recreation Administration	\$ 270,691	\$ 268,725	99.27%	\$ 260,029	\$ 260,029	\$ 8,696	\$ 8,696	3.34%
Thompson Park	\$ 499,653	\$ 428,496	85.76%	\$ 361,534	\$ 361,534	\$ 66,962	\$ 66,962	18.52%
Recreation Playgrounds	\$ 107,322	\$ 97,181	90.55%	\$ 64,791	\$ 64,791	\$ 32,391	\$ 32,391	49.99%
Recreation Fairgrounds	\$ 278,931	\$ 246,958	88.54%	\$ 150,370	\$ 150,370	\$ 96,588	\$ 96,588	64.23%
Recreation Outdoor Winter Activities	\$ 15,615	\$ 2,918	18.69%	\$ 12,127	\$ 12,127	\$ (9,208)	\$ (9,208)	-75.93%
Recreation Athletic Programs	\$ 282,899	\$ 271,322	95.91%	\$ 125,240	\$ 125,240	\$ 146,082	\$ 146,082	116.64%
Recreation - Dog Park	\$ 4,200	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	0.00%
Recreation Swimming Pools	\$ 201,262	\$ 192,038	95.42%	\$ 141,771	\$ 141,771	\$ 50,267	\$ 50,267	35.46%
Recreation Ice Arena	\$ 209,496	\$ 146,309	69.84%	\$ 499,197	\$ 499,197	\$ (352,888)	\$ (352,888)	-70.69%
Historian	\$ 250	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	0.00%
Zoning	\$ 3,750	\$ 3,748	99.96%	\$ 1,376	\$ 1,376	\$ 2,373	\$ 2,373	172.49%
Planning	\$ 22,255	\$ 20,570	92.43%	\$ 6,833	\$ 6,833	\$ 13,736	\$ 13,736	201.02%
DPW Storm Sewer	\$ 394,439	\$ 342,626	86.86%	\$ 370,835	\$ 370,835	\$ (28,209)	\$ (28,209)	-7.61%

**CITY OF WATERTOWN
FY 2015/16 FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDING JUNE 30, 2016**

	2015-16		Y-T-D % of Budget	Prior Y-T-D	2014-15		Current YTD vs. Prior YTD	
	Revised Budget	Current Y-T-D			Actual	Variance	%	
DPW Refuse & Garbage	\$ 865,040	\$ 762,639	88.16%	\$ 776,502	\$ 776,502	\$ (13,863)	-1.79%	
Worker's Compensation	\$ 99,600	\$ 99,586	99.99%	\$ 70,394	\$ 70,394	\$ 29,192	41.47%	
Unemployment Insurance	\$ 24,900	\$ 24,897	99.99%	\$ 1,771	\$ 1,771	\$ 23,125	1305.66%	
Health Insurance-Retirees	\$ 3,606,340	\$ 3,505,098	97.19%	\$ 3,399,764	\$ 3,399,764	\$ 105,334	3.10%	
Medicare Reimbursements	\$ 343,891	\$ 343,879	100.00%	\$ 339,142	\$ 339,142	\$ 4,737	1.40%	
Compensated Absences	\$ 25,825	\$ 51,250	198.45%	\$ (16,721)	\$ (16,721)	\$ 67,971	-406.49%	
Other Employee Benefits	\$ 4,750	\$ 4,326	91.08%	\$ 4,907	\$ 4,907	\$ (581)	-11.84%	
General Liability Reserve Transfer	\$ 75,000	\$ 75,000	100.00%	\$ 75,000	\$ 75,000	\$ -	0.00%	
Library Transfer	\$ 1,204,698	\$ 1,204,698	100.00%	\$ 1,298,665	\$ 1,298,665	\$ (93,967)	-7.24%	
Serial Bonds - Principal	\$ 2,320,843	\$ 2,320,843	100.00%	\$ 2,099,611	\$ 2,099,611	\$ 221,232	10.54%	
Serial Bonds-Interest	\$ 737,880	\$ 737,857	100.00%	\$ 489,167	\$ 489,167	\$ 248,690	50.84%	
Capital Fund Transfer	\$ 708,125	\$ 631,398	89.16%	\$ 436,490	\$ 436,490	\$ 194,909	44.65%	
Black River Trust Fund Transfer	\$ 10,000	\$ 10,000	100.00%	\$ 10,000	\$ 10,000	\$ -	0.00%	
TOTAL	\$ 41,610,001	\$ 39,457,066	94.83%	\$ 37,913,602	\$ 37,913,602	\$ 1,543,464	4.07%	

Water Fund Revenues

Water Rents	\$ 3,320,000	\$ 3,228,882	97.26%	\$ 3,322,459	\$ 3,322,459	\$ (93,577)	-2.82%
Unmetered Water	\$ 10,000	\$ 9,296	92.96%	\$ 6,471	\$ 6,471	\$ 2,825	43.65%
Outside User Fees	\$ 1,440,000	\$ 1,438,303	99.88%	\$ 1,485,689	\$ 1,485,689	\$ (47,386)	-3.19%
Water Service Charges	\$ 75,000	\$ 76,068	101.42%	\$ 62,305	\$ 62,305	\$ 13,763	22.09%
Interest & Penalties on Water Rents	\$ 60,000	\$ 61,304	102.17%	\$ 64,318	\$ 64,318	\$ (3,014)	-4.69%
Interest Earnings	\$ 1,000	\$ 2,078	207.84%	\$ 1,244	\$ 1,244	\$ 835	67.10%
Sale of Scrap	\$ 8,000	\$ 2,494	31.18%	\$ 8,548	\$ 8,548	\$ (6,054)	-70.82%
Sale of Equipment	\$ -	\$ 5,275	0.00%	\$ -	\$ -	\$ 5,275	#DIV/0!
Insurance Recoveries	\$ -	\$ 836	0.00%	\$ 2,822	\$ 2,822	\$ (1,986)	-70.39%
Refund of Prior Years Expenditure	\$ -	\$ -	0.00%	\$ 1,750	\$ 1,750	\$ (1,750)	-100.00%
Unclassified Revenues	\$ 1,000	\$ 954	95.42%	\$ 1,707	\$ 1,707	\$ (753)	-44.11%
Payment Processing Fees	\$ 2,500	\$ 4,679	187.14%	\$ 3,487	\$ 3,487	\$ 1,192	34.17%
Metered Water Sales Funds	\$ 154,000	\$ 146,591	95.19%	\$ 115,750	\$ 115,750	\$ 30,841	26.64%
Interfund Transfers	\$ 1,000	\$ 29,010	2900.96%	\$ 15,681	\$ 15,681	\$ 13,328	85.00%
Total Revenue	\$ 5,072,500	\$ 5,007,958	98.73%	\$ 5,097,659	\$ 5,097,659	\$ (89,701)	-1.76%
Appropriated Fund Balance	\$ 174,290	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Revenue and Fund Balance	\$ 5,246,790	\$ 5,007,958	95.45%	\$ 5,097,659	\$ 5,097,659	\$ (89,701)	-1.76%

Water Fund Expenditures

Taxes on Property	\$ 825	\$ 790	95.80%	\$ 765	\$ 765	\$ 26	3.37%
Contingency	\$ 40,000	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Water Administration	\$ 275,752	\$ 252,236	91.47%	\$ 256,082	\$ 256,082	\$ (3,846)	-1.50%
Source of Supply, Power and Pump	\$ 637,753	\$ 369,972	58.01%	\$ 584,292	\$ 584,292	\$ (214,319)	-36.68%
Water Purification	\$ 1,870,076	\$ 1,774,285	94.88%	\$ 1,694,652	\$ 1,694,652	\$ 79,633	4.70%
Transmission and Distribution	\$ 1,312,325	\$ 1,160,949	88.47%	\$ 1,197,730	\$ 1,197,730	\$ (36,780)	-3.07%
Worker's Compensation	\$ 3,500	\$ 3,320	94.87%	\$ 3,250	\$ 3,250	\$ 70	2.15%
Unemployment Insurance	\$ 350	\$ 335	95.85%	\$ 5,808	\$ 5,808	\$ (5,473)	-94.22%
Health Insurance	\$ 148,217	\$ 148,204	99.99%	\$ 137,059	\$ 137,059	\$ 11,145	8.13%
Medicare Reimbursements	\$ 14,692	\$ 12,168	82.82%	\$ 10,333	\$ 10,333	\$ 1,836	17.77%
Compensated Absences	\$ 4,175	\$ 4,165	99.75%	\$ (5,629)	\$ (5,629)	\$ 9,794	-173.98%
Other Employee Benefits	\$ 400	\$ 372	93.01%	\$ 293	\$ 293	\$ 79	26.97%
General Liability Transfer	\$ 15,000	\$ 15,000	100.00%	\$ 15,000	\$ 15,000	\$ -	0.00%
Serial Bonds - Principal	\$ 675,610	\$ 675,610	100.00%	\$ 488,034	\$ 488,034	\$ 187,576	38.44%
Serial Bonds - Interest	\$ 178,944	\$ 161,854	90.45%	\$ 108,423	\$ 108,423	\$ 53,431	49.28%
Transfer to Capital	\$ 80,000	\$ 75,500	94.38%	\$ 330,667	\$ 330,667	\$ (255,167)	-77.17%
TOTAL	\$ 5,257,619	\$ 4,654,762	88.53%	\$ 4,826,758	\$ 4,826,758	\$ (171,995)	-3.56%

**CITY OF WATERTOWN
FY 2015/16 FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDING JUNE 30, 2016**

	2015-16	Current Y-T-D	Y-T-D % of Budget	Prior Y-T-D	2014-15	Current YTD vs. Prior YTD	
	Revised Budget				Actual	Variance	%
Sewer Fund Revenues							
Sewer Rents	\$ 2,585,000	\$ 2,485,166	96.14%	\$ 2,562,847	\$ 2,562,847	\$ (77,681)	-3.03%
Sewer Charges	\$ 651,000	\$ 829,742	127.46%	\$ 735,577	\$ 735,577	\$ 94,165	12.80%
Interest & Penalties on Sewer Rents	\$ 55,000	\$ 57,625	104.77%	\$ 60,259	\$ 60,259	\$ (2,634)	-4.37%
Sewer Rents-Governments	\$ 2,350,000	\$ 1,882,500	80.11%	\$ 2,038,975	\$ 2,038,975	\$ (156,474)	-7.67%
Interest Earnings	\$ 1,000	\$ 1,312	131.19%	\$ 328	\$ 328	\$ 984	300.16%
Permit Fees	\$ 20,000	\$ 17,875	89.38%	\$ 17,500	\$ 17,500	\$ 375	2.14%
Sale of Scrap	\$ 2,000	\$ -	0.00%	\$ 2,000	\$ 2,000	\$ (2,000)	-100.00%
Sale of Equipment	\$ 1,000	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Insurance Recovery	\$ -	\$ 1,418	0.00%	\$ 31,968	\$ 31,968	\$ (30,550)	-95.57%
Refund of Prior Years Expenditure	\$ -	\$ 174	0.00%	\$ 1,755	\$ 1,755	\$ (1,581)	-90.08%
Payment Processing Fees	\$ 2,500	\$ 4,681	187.24%	\$ 3,487	\$ 3,487	\$ 1,194	34.24%
Interfund Revenues	\$ 374,000	\$ 430,191	115.02%	\$ 371,122	\$ 371,122	\$ 59,069	15.92%
State Aid - Workers Compensation	\$ -	\$ -	0.00%	\$ 615	\$ 615	\$ (615)	-100.00%
State Aid - CHIPSS	\$ -	\$ 22,581	0.00%	\$ 4,942	\$ 4,942	\$ 17,639	356.94%
State Aid - Home & Community	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Federal Aid, Community Services	\$ -	\$ -	0.00%	\$ 9,032	\$ 9,032	\$ (9,032)	-100.00%
Interfund Transfer	\$ 1,000	\$ 791,701	79170.07%	\$ 17,367	\$ 17,367	\$ 774,334	4458.66%
Total Revenue	\$ 6,042,500	\$ 6,527,155	108.02%	\$ 5,862,597	\$ 5,862,597	\$ 664,558	11.34%
Appropriated Fund Balance	\$ 75,393	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Total Revenue	\$ 6,117,893	\$ 6,527,155	106.69%	\$ 5,862,597	\$ 5,862,597	\$ 664,558	11.34%

Sewer Fund Expenditures							
Sewer Administration	\$ 254,880	\$ 233,008	91.42%	\$ 242,833	\$ 242,833	\$ (9,825)	-4.05%
Sanitary Sewer	\$ 474,389	\$ 400,571	84.44%	\$ 421,489	\$ 421,489	\$ (20,917)	-4.96%
Sewage Treatment and Disposal	\$ 3,991,795	\$ 3,145,796	78.81%	\$ 3,477,520	\$ 3,477,520	\$ (331,724)	-9.54%
Contingency	\$ 35,000	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Worker's Compensation	\$ 3,200	\$ 3,128	97.75%	\$ 2,893	\$ 2,893	\$ 235	8.12%
Unemployment Insurance	\$ 2,125	\$ 2,125	100.00%	\$ 2,299	\$ 2,299	\$ (174)	-7.56%
Health Insurance- Retirees	\$ 164,980	\$ 164,961	99.99%	\$ 143,320	\$ 143,320	\$ 21,641	15.10%
Medicare Reimbursements	\$ 10,887	\$ 10,805	99.24%	\$ 10,542	\$ 10,542	\$ 262	2.49%
Compensated Absences	\$ 2,000	\$ (12,512)	-625.62%	\$ 11,270	\$ 11,270	\$ (23,783)	-211.02%
Other Employee Benefits	\$ 200	\$ 118	59.19%	\$ 164	\$ 164	\$ (46)	-27.82%
General Liability Transfer	\$ 15,000	\$ 15,000	100.00%	\$ 15,000	\$ 15,000	\$ -	0.00%
Serial Bonds - Principal	\$ 903,396	\$ 887,396	98.23%	\$ 724,884	\$ 724,884	\$ 162,512	22.42%
Serial Bonds - Interest	\$ 283,961	\$ 261,923	92.24%	\$ 221,697	\$ 221,697	\$ 40,225	18.14%
Transfer to Capital Fund	\$ -	\$ -	0.00%	\$ 45,000	\$ 45,000	\$ (45,000)	-100.00%
TOTAL	\$ 6,141,813	\$ 5,112,319	83.24%	\$ 5,318,912	\$ 5,318,912	\$ (206,593)	-3.88%

Library Fund Revenues							
Library Fines	\$ 20,000	\$ 17,855	89.28%	\$ 18,669	\$ 18,669	\$ (813)	-4.36%
Library Grant	\$ 46,105	\$ 46,105	100.00%	\$ 46,105	\$ 46,105	\$ 0	0.00%
Unclassified Revenues	\$ -	\$ 300	0.00%	\$ -	\$ -	\$ 300	#DIV/0!
Interfund Transfer	\$ 1,204,698	\$ 1,204,698	100.00%	\$ 1,299,188	\$ 1,299,188	\$ (94,490)	-7.27%
Total Revenue	\$ 1,270,803	\$ 1,268,958	99.85%	\$ 1,367,800	\$ 1,367,800	\$ (98,842)	-7.23%
Appropriated Fund Balance	\$ 50,000	\$ 16,456	32.91%	\$ 3,291	\$ 3,291	\$ 13,165	399.96%
Revenue and Fund Balance	\$ 1,320,803	\$ 1,285,414	97.32%	\$ 1,371,092	\$ 1,371,092	\$ (85,677)	-6.25%

Library Fund Expenditures							
Contingency	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Library Fund Expenditures	\$ 1,045,881	\$ 1,015,498	97.09%	\$ 1,066,087	\$ 1,066,087	\$ (50,589)	-4.75%
Worker's Compensation	\$ 1,600	\$ 1,540	96.24%	\$ 1,449	\$ 1,449	\$ 91	6.26%
Health Insurance	\$ 117,756	\$ 112,861	95.84%	\$ 115,626	\$ 115,626	\$ (2,765)	-2.39%
Medicare Reimbursements	\$ 13,551	\$ 13,532	99.86%	\$ 14,791	\$ 14,791	\$ (1,259)	-8.51%
Other Employee Benefits	\$ 125	\$ 100	80.21%	\$ 97	\$ 97	\$ 3	3.36%
Serial Bonds - Principal	\$ 45,651	\$ 45,651	100.00%	\$ 46,971	\$ 46,971	\$ (1,320)	-2.81%
Serial Bonds - Interest	\$ 4,147	\$ 4,146	99.98%	\$ 5,034	\$ 5,034	\$ (888)	-17.64%
Transfer to Capital	\$ 86,500	\$ 86,500	100.00%	\$ 114,316	\$ 114,316	\$ (27,816)	-24.33%
TOTAL	\$ 1,320,811	\$ 1,285,414	97.32%	\$ 1,371,092	\$ 1,371,092	\$ (85,677)	-6.25%

**CITY OF WATERTOWN
 FY 2015/16 FINANCIAL REPORT (UNAUDITED)
 THROUGH THE QUARTER ENDING JUNE 30, 2016**

	2015-16	Current Y-T-D	Y-T-D % of Budget	Prior Y-T-D	2014-15	Current YTD vs. Prior YTD	
	Revised Budget				Actual	Variance	%
Self-Insurance Fund Revenues							
Shared Service Charges	\$ 7,495,270	\$ 7,296,416	97.35%	\$ 6,985,703	\$ 6,985,703	\$ 310,712	4.45%
Interest and Earnings	\$ 2,500	\$ 2,002	80.09%	\$ 2,865	\$ 2,865	\$ (863)	-30.12%
Insurance Recoveries	\$ 100,000	\$ 70,521	70.52%	\$ 33,181	\$ 33,181	\$ 37,340	112.53%
Medicare Part D reimbursement	\$ 200,000	\$ 204,638	102.32%	\$ 213,900	\$ 213,900	\$ (9,262)	-4.33%
Refund of Prior Years Expenditure	\$ -	\$ 35,724	0.00%	\$ 97,687	\$ 97,687	\$ (61,963)	-63.43%
Employee Contributions	\$ 664,635	\$ 658,052	99.01%	\$ 612,866	\$ 612,866	\$ 45,186	7.37%
Prescription Reimbursements	\$ 160,000	\$ 291,093	181.93%	\$ 226,577	\$ 226,577	\$ 64,515	28.47%
Total Revenue	\$ 8,622,405	\$ 8,558,446	99.26%	\$ 8,172,779	\$ 8,172,779	\$ 385,666	4.72%
Appropriated Fund Balance	\$ 225,000	\$ 701,844	311.93%	\$ 662,275	\$ 662,275	\$ 39,569	5.97%
Revenue and Fund Balance	\$ 8,847,405	\$ 8,909,368	100.70%	\$ 8,835,054	\$ 8,835,054	\$ 74,313	0.84%

Self-Insurance Fund Expenditures

Administration	\$ 520,730	\$ 517,460	99.37%	\$ 526,095	\$ 526,095	\$ (8,635)	-1.64%
Medical Claims	\$ 5,462,000	\$ 5,461,013	99.98%	\$ 5,512,762	\$ 5,512,762	\$ (51,748)	-0.94%
Pharmacy Claims	\$ 2,864,675	\$ 2,930,895	102.31%	\$ 2,796,198	\$ 2,796,198	\$ 134,697	4.82%
TOTAL	\$ 8,847,405	\$ 8,909,368	100.70%	\$ 8,835,054	\$ 8,835,054	\$ 74,313	0.84%



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CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: November 4, 2016

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Watertown Municipal Arena Renovation – Recommended Course of Action

On October 3, 2016 City Council reviewed change orders to install snow guards on the Municipal Arena's sloped roof, and replace a gas main on the bathhouse roof. City Council elected to table these resolutions pending an alternative option to avoid penetrating the new roof. In response to the City's request to mitigate damage from sliding snow, Stantec had responded with two options: installing snow guards; moving mechanical equipment outside the zone of sliding snow and reinforcing the vent pipes. The details of the second option were received too late in the season to implement, so the previous recommendation to install snow guards was based solely on the work that could be done prior to the winter season. The impacts associated with sliding snow remain a concern and must be addressed and authorized by City Council.

There are two options to mitigate the sliding snow damage, for Council to consider:

Stop Snow from Sliding by Installing Snow Guards

- Install snow guards to protect mechanical equipment on the roofs, and protect the south (parking lot) side of the Arena.
- Would negate the need to relocate mechanical equipment, or reinforce vent pipes on the sloped roof.
- Could be completed this fall (weather permitting) at a cost of approximately \$88K, which the City will seek reimbursement from Stantec (Design Engineer).
- Installation of a snow guard system increases the risk for future leaks, and requires close annual inspection.

Allow Snow to Slide and Relocate Mechanical Equipment

- Remove the vent pipes from the sloped roof, and modify/replace the infrared heaters to power vent out the gable end of the building. This would eliminate all but two sewer vent penetrations in the roof system.
- Relocate mechanical equipment and gas main on the bathhouse roof away from the sloped roof. This includes two exhaust vents and the dry cooler which serves the ice system.
- Construct protected walkways from the emergency exit doors, on the south side of the building, into the parking lot.
- Provides the best roof system for long term water tightness.
- Would require development of detailed drawings for public bid this Winter, with Spring 2017 construction.

- Implement temporary measures to protect the gas line, and perform snow removal on the flat roof to keep mechanical equipment operational. These measures will reduce, not eliminate the potential for damage.
- Leaves the vent pipes on the sloped roof vulnerable to damage over winter. Emergency repairs will likely be necessary.
- Cost is dependent on development of final product, but which the City will seek reimbursement from Stantec (Design Engineer).

The snow guard system is a common application which could be implemented this fall to protect equipment and pedestrians. The non-snow guard option offers the best long term integrity for the roof system, but cannot be implemented before winter and therefore comes with the risk of damage to equipment until the permanent solution is in place. Understanding the short term risks of delaying work, should Council desire the best long term solution, it is my recommendation the non-snow guard option is pursued.

I will be available during Monday's meeting to answer any questions Council may have.

cc: Amy Pastuf, Purchasing Manager
Erin Gardner, Superintendent of Parks and Recreation
Jim Mills, City Comptroller