

**CITY OF WATERTOWN, NEW YORK
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, March 16, 2015, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Reappointment to the Empire Zone Administrative Board - Joseph M. Butler, Jr.
- Resolution No. 2 - Reappointment to the Empire Zone Administrative Board - Anthony Doldo
- Resolution No. 3 - Reappointment to the Transportation Commission – Jennie Adsit
- Resolution No. 4 - Reappointment to the Transportation Commission – Robert Freeman III
- Resolution No. 5 - Reappointment to the Transportation Commission – Dawn Mills
- Resolution No. 6 - Authorizing Application for a Fire Prevention and Safety Grant from the Federal Emergency Management Agency (FEMA), Fire Department
- Resolution No. 7 - Approving CDBG Grant Agreement With Maple Housing Development Fund Corporation
- Resolution No. 8 - Approving the Site Plan for the Construction of a 10,240 Square Foot Building Addition and 5,530 Square Foot Parking Area at 274 Bellew Avenue South, Parcel Number 9-43-101.240

- Resolution No. 9 - Authorizing Assignment of City-owned Tax Sale Certificate on Parcel Number 05-06-250.000 Known as Gardner Avenue to Kenneth and Lynne Maitland, 161 Thompson Boulevard, Watertown, New York 13601
- Resolution No. 10 - Authorizing Assignment of City-owned Tax Sale Certificate on Parcel Number 05-06-245.000 Known as Gardner Avenue to Kenneth and Lynne Maitland, 161 Thompson Boulevard, Watertown, New York 13601
- Resolution No. 11 - Authorizing Assignment of City-owned Tax Sale Certificate on Parcel Number 05-06-240.000 Known as Gardner Avenue to Kenneth and Lynne Maitland, 161 Thompson Boulevard, Watertown, New York 13601
- Resolution No. 12 - Approving Lease Agreement, The Greater Watertown Red and Black, Inc.
- Resolution No. 13 - Approving Supplemental No. 2 to Professional Services Agreement, Stantec Consulting Services, Inc.
- Resolution No. 14 - Accepting Bid for Watertown Arena Renovation Project, General Contractor, Bette & Cring
- Resolution No. 15 - Accepting Bid for Watertown Arena Renovation Project, Electrical Work, Lawman Heating and Cooling, Inc.
- Resolution No. 16 - Accepting Bid for Watertown Arena Renovation Project, Mechanical Work, Lawman Heating and Cooling, Inc.
- Resolution No. 17 - Accepting Bid for Watertown Arena Renovation Project, Plumbing/Fire Protection, Lawman Heating and Cooling, Inc.

ORDINANCES

- Ordinance No. 1 - An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 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 to \$10,300,000 and to Increase the Amount of Bonds Authorized by \$9,750,000

Ordinance No. 2 - An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$725,000

LOCAL LAW

PUBLIC HEARING

7:30 p.m. Community Development Block Grant (CDBG) 2014 Annual Action Plan Amendment

7:30 p.m. Community Development Block Grant (CDBG) 2015 Annual Action Plan

OLD BUSINESS

Tabled Resolution Authorizing Public Auction for Sale of City Owned Property

Tabled Resolution Approving Intergovernmental Agreement Relative to Dog Control Services With County of Jefferson

STAFF REPORTS

1. Stop Loss Actuarial Study
2. Extending Insurance Broker Services with Haylor, Freyer and Coon
3. Parks and Recreation Softball Fees
4. Request for Funding, Community Action Planning Council (CAPC)
5. Arena Rehabilitation Analysis

NEW BUSINESS

EXECUTIVE SESSION

To discuss the employment history of a particular individual

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, APRIL 6, 2015.

Res Nos. 1 and 2

March 10, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Empire Zone Administrative Board Reappointments

At the request of Council Member Butler, the attached resolutions have been prepared reappointing the following individuals to the Empire Zone Administrative Board for three-year terms, such terms expiring on May 31, 2018:

Joseph M. Butler - City Representative
Anthony Doldo - At Large Representative

RESOLUTION

Page 1 of 1

Reappointment to the Empire Zone
Administrative Board - Joseph M. Butler, Jr.

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS New York State has designated an Empire Zone pursuant to Article 18-b of the New York State General Municipal law within the Town of Watertown and the City of Watertown on July 27, 1994, and

WHEREAS Article 18-b of the New York State General Municipal law requires that an Empire Zone Administrative Board be in place to oversee the operation of said Empire Zone,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby appoints to the Empire Zone Administrative Board, as the City representative, for a three-year term expiring May 31, 2018:

Joseph M. Butler, Jr.
355 Ten Eyck Street
Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to the Empire Zone
Administrative Board - Anthony Doldo

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS New York State has designated an Empire Zone pursuant to Article 18-b of the New York State General Municipal law within the Town of Watertown and the City of Watertown on July 27, 1994, and

WHEREAS Article 18-b of the New York State General Municipal law requires that an Empire Zone Administrative Board be in place to oversee the operation of said Empire Zone,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby reappoints to the Empire Zone Administrative Board, as an at large representative, for a three-year term expiring May 31, 2018:

Anthony Doldo
 119 Breen Avenue
 Watertown, New York 13601

Seconded by

Res Nos. 3, 4, 5

March 10, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Reappointments to the Transportation Commission

The term of the following individuals on the Transportation Commission will expire on April 1, 2015 and all have expressed an interest in being reappointed:

Jennie Adsit
Robert Freeman III
Dawn Mills

Attached for City Council consideration are resolutions reappointing all to three-year terms, such terms expiring on April 1, 2018.

RESOLUTION

Page 1 of 1

Reappointment to the Transportation
Commission – Jennie Adsit

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

Introduced by

RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2018:

Jennie Adsit
 421 Tilden Street
 Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to the Transportation
Commission – Robert Freeman III

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

Introduced by

RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2018:

Robert Freeman III
1067 Marble Street
Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to the Transportation
Commission - Dawn Mills

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2018:

Dawn Mills
 P.O. Box 179
 Brownville, NY 13615

Seconded by

Res No. 6

March 11, 2015

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Authorizing Application for a Fire Prevention and Safety Grant from the Federal Emergency Management Agency (FEMA), Fire Department

The City Fire Department is seeking Council approval to apply for a Fire Prevention and Safety Grant from the Federal Emergency Management Agency (FEMA). This funding opportunity has \$34,000,000 allocated to deserving projects and requires either a 5% or 10% match from the City. If approved, this grant will allow the Fire Department to purchase equipment as detailed in the attached report from Fire Chief Dale C. Herman. The City match will be allocated from the FY15-16 Operational Budget.

A resolution is attached for Council consideration authorizing Chief Herman to sign and submit the grant application on behalf of the City of Watertown by April 17, 2015. City staff will be available to answer any questions Council may have related to this grant opportunity.

RESOLUTION

Page 1 of 1

Authorizing Application for a Fire Prevention and Safety Grant from the Federal Emergency Management Agency (FEMA), Fire Department

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the Federal Emergency Management Agency (FEMA) is accepting applications for Fire Prevention and Safety Grant funding through April 17, 2015, and

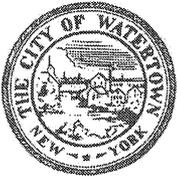
WHEREAS the City of Watertown Fire Department will prepare an application that meets the intended purpose of this grant, which will allow the Department to purchase much needed supplies, and

WHEREAS the grant program has \$34,000,000 allocated to deserving projects, requiring either a 5% or 10% match of funding from the City,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Fire Department to submit a grant application to the Federal Emergency Management Agency (FEMA) for Fire Prevention and Safety Grant funding, and

BE IT FURTHER RESOLVED that Fire Chief Dale C. Herman is hereby authorized and directed to execute the grant application on behalf of the City of Watertown.

Seconded by



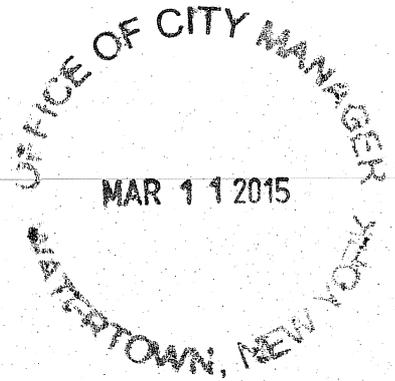
CITY OF WATERTOWN, NEW YORK

FIRE DEPARTMENT
224 South Massey Street
Watertown, New York 13601
(315) 785-7800
Fax: (315) 785-7821
Dale C. Herman, Fire Chief
dherman@watertown-ny.gov



March 11, 2015

Ms. Sharon Addison
City Manager
City of Watertown
245 Washington Street
Watertown, NY 13601



Dear Sharon:

FEMA has announced the application period for the FY 2014 Fire Prevention and Safety Grant Program is March 16 to April 17. This grant program has \$34,000,000 allocated to deserving projects with a performance period of 12 months similar to their Assistance to Firefighter Grant Program; the local agencies are tasked with matching the program of a contribution rate of either 5% or 10%. Last year's grant request by the Fire Department was not funded.

With Council approval, the department would like to submit a grant application for the following items which are allowable expenses through the program:

- 750 Lithium Ion smoke detectors
- 250 Carbon monoxide detectors
- 24 Hearing impaired smoke detectors
- 1 Laptop, projector and screen utilized by our fire education program
- 2 Education videos for adults and seniors
- Handout materials on smoke alarms and carbon monoxide detectors

Estimated cost of these items is \$28,688. The City's 5% match equates to \$1,434 which is in the FY 15-16 operational budget.

These project items are similar to previous grant applications, and a majority of the documents of the proposal and implementation is already written. Notification of awards should be completed by September 30, 2015.

If you have any questions, please feel free to contact me.

Truly yours,

CITY OF WATERTOWN FIRE DEPARTMENT

Dale C. Herman
Fire Chief

DCH:cdb

Res No. 7

March 11, 2015

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning & Community Development Coordinator

Subject: Approving CDBG Grant Agreement with Maple Housing Development Fund Corporation

The Community Development Block Grant (CDBG) Annual Action Plan that was adopted by the City Council on July 21, 2014 included \$200,000 to pay for architectural fees related to the renovation of Maple Court Apartments. The apartments provide 92 housing units for lower income persons.

An agreement between the City of Watertown and Maple Housing Development Fund Corporation (MHDFC) for the grant has been drafted and is attached. MHDFC 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 CDBG Grant Agreement
With Maple Housing Development
Fund Corporation

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown’s Community Development Block Grant (CDBG) Annual Action Plan for program year 2014 includes the renovation of Maple Court Apartments, and

WHEREAS the Action Plan identifies the Maple Court Apartment activity to be \$200,000 in funding for architectural fees, and

WHEREAS the owner of Maple Court Apartments will be Maple Housing Development Fund Corporation, and

WHEREAS a Grant Agreement between the City of Watertown and Maple Housing Development Fund Corporation 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 Maple Housing Development Fund Corporation, 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 _____, 2015, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the “*Grantor*”), and **MAPLE HOUSING DEVELOPMENT FUND CORPORATION**, a housing development fund company formed pursuant to Article XI of the Private Housing Finance Law of the State of New York and Section 402 of the Not-For-Profit Corporation Law (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-14-MC-36-0121 dated 10/08/2014.

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 Two Hundred Thousand and 00/100 (\$200,000.00) 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 Maple Court Apartments located on or about 540 Kieff Drive, 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 Maple Court 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 Financy 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. Notwithstanding anything herein to the contrary, Grantee may loan the Grant Funds to its designee, Maple Green L.P., a New York limited partnership (“**Maple Green**”), on economic terms to be agreed upon between Grantee and Maple Green, so that Maple Green may accomplish the Grant Purposes, in its capacity as the permitted designee of Grantee. 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.

MAPLE HOUSING DEVELOPMENT FUND CORPORATION, a housing development fund company formed pursuant to Article XI of the Private Housing Finance Law of the State of New York and Section 402 of the Not-For-Profit Corporation Law

By: Charles E. Allen
Its: President

CITY OF WATERTOWN

By: Sharon Addison
Its: City Manager

Res No. 8

March 11, 2015

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planner

Subject: Approving the Site Plan for the Construction of a 10,240 square foot building addition and 5,530 square foot parking area at 274 Bellevue Avenue South, Parcel Number 9-43-101.240.

A request has been submitted by Timothy Titus of Aubertine and Currier on behalf of George Anderson of Current Applications, Inc. and Donald Clark of DC Building Systems, Inc. for the above subject site plan approval.

The City Planning Board reviewed the request on March 3, 2015 and voted to recommend that the City Council approve the site plan subject to several conditions. Attached is a copy of the staff report on the request prepared for the Planning Board and an excerpt from their meeting minutes.

The Jefferson County Planning Board reviewed the site plan at its meeting held on February 24, 2015, pursuant to General Municipal Law Section 239-m. It adopted a motion that the project does not have any significant County-wide or intermunicipal issues and is of local concern only.

The City Council must complete the State Environmental Quality Review for the project by responding to the questions in Part 2 of the Short Environmental Assessment Form before it may vote on the resolution.

The NYSDEC has an online tool called the EAF Mapper that assists applicants with compiling answers to Part 1 of the Short Environmental Assessment Form (EAF). The EAF Mapper was used in the completion of Part 1 of the Short EAF. The Mapper indicated that the project is located within an archaeologically sensitive area, that there are regulated wetlands on the site or on lands adjoining the site and that the site of the proposed action may contain endangered or threatened species or their associated habitats.

The applicant has consulted with the State Historic Preservation Office (SHPO) who has determined that the project will have no impact upon archaeological resources in the area. A copy of the letter from SHPO indicating no impact is attached.

The applicant has also included a summary report which is attached at the end of the EAF that addresses the wetlands and endangered species issues. The summary

report states that the wetland issue was identified by the EAF Mapper because there are wetlands on property located near the project site, but not on the site itself. Wetland mapping completed for the Final Subdivision Plat for the City Center Industrial Park indicates that there are no wetlands on the subject site.

The applicant also states in the summary report that the issue regarding endangered or threatened species or their associated habitats was identified by the EAF Mapper because the property is part of the City Center Industrial Park (CCIP). The extreme western portion of the CCIP is still undeveloped and may have endangered or threatened species or their associated habitats. However, this particular site was developed in 2008 and currently contains only buildings, parking lot, lawn areas and landscaping. The applicant has consulted with the NY Natural Heritage Program but has not received a response on this issue.

When completing Part 2 of the Short EAF, the City Council will have to consider whether or not the proposed action will have an impact on the various items listed and whether or not additional information is needed to complete the assessment.

The resolution prepared for City Council consideration states that the project will not have a significant negative impact on the environment, and approves the site plan submitted to the City Engineering Department on February 17, 2015, subject to the conditions recommended by the Planning Board.

RESOLUTION

Page 1 of 3

Approving the Site Plan for the Construction of a 10,240 Square Foot Building Addition and 5,530 Square Foot Parking Area at 274 Bellew Avenue South, Parcel Number 9-43-101.240

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

Introduced by

WHEREAS Timothy Titus of Aubertine and Currier, on behalf of George Anderson of Current Applications, Inc. and Donald Clark of DC Building Systems, Inc., has submitted an application for site plan approval for the construction of a 10,240 square foot building addition and 5,530 square foot parking area at 274 Bellew Avenue South, Parcel Number 9-43-101.240, and

WHEREAS the Jefferson County Planning Board reviewed the site plan at its meeting held on February 24, 2015, pursuant to General Municipal Law Section 239-m and adopted a motion that the project does not have any significant County-wide or intermunicipal issues and is of local concern only, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on March 3, 2015, and voted to recommend that the City Council of the City of Watertown approve the site plan, contingent upon the following:

1. The stormwater design report shall be updated to indicate the discharge (pre and post construction) to the City’s existing catch basins on Bellew Avenue South and Rail Drive and shall consider the design of the stormwater treatment area and riser configuration.
2. That applicant shall indicate elevations and size of the weir openings in the outlet structure on the survey drawings.
3. The applicant should verify whether the existing water service is 6” or 8” and modify the plans if needed.
4. The applicant shall forward the results of the fire flow test to be conducted during the design of the sprinkler system to the Engineering Dept. prior to the issuance of a building permit.

RESOLUTION

Page 2 of 3

Approving the Site Plan for the Construction of a 10,240 Square Foot Building Addition and 5,530 Square Foot Parking Area at 274 Bellew Avenue South, Parcel Number 9-43-101.240

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

- The issue of the presence of threatened or endangered species on the site should be investigated further and additional information should be provided prior to the City Council considering the Environmental Assessment Form for the project. The City Engineering Dept. shall be copied on all future correspondence between the applicant and the Natural Heritage offices.
- The existing and proposed hours of operation and a construction schedule for the completion of the site expansion should be submitted.

And,

WHEREAS the City Council has reviewed the Short Environmental Assessment Form, responding to each of the questions contained in Part 2, and has determined that the project, as submitted, is an Unlisted Action and will not have a significant effect on the environment,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed construction and site plan constitute an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED that it is an express condition of this site plan approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Code Enforcement Officer shall direct that work on the project site shall immediately cease until such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan which, in the opinion of the City Engineer, would require Amended Site Plan approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Code Enforcement Officer is requested to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval, and

RESOLUTION

Page 3 of 3

Approving the Site Plan for the Construction of a 10,240 Square Foot Building Addition and 5,530 Square Foot Parking Area at 274 Bellew Avenue South, Parcel Number 9-43-101.240

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that site plan approval is hereby granted to Timothy Titus of Aubertine and Currier on behalf of George Anderson of Current Applications, Inc. and Donald Clark of DC Building Systems, Inc., for the construction of a 10,240 square foot building addition and 5,530 square foot parking area at 274 Bellew Avenue South, Parcel Number 9-43-101.240 as depicted on the plans submitted to the City Engineer on February 17, 2015, contingent upon the applicant making the revisions and meeting the requirements listed above in the City Planning Board's recommendation.

Seconded by

Parking: The Zoning Ordinance requires 200 square feet (1 space) of parking for each 1,000 square feet of building space in a Light Industrial district. Based on the existing 20,056 sq. ft. building and the 10,240 sq. ft. addition, 31 parking spaces are required. After the addition of the new parking lot and reconfiguration of a portion of the existing lot, there will be 60 total spaces provided, which exceeds the requirement.

Sidewalks: Pedestrian access from the existing parking lot to the main entrance is provided by an existing sidewalk along the west side of the building. A new sidewalk is proposed along the new parking lot with a connection to a door shown on the north side of the building. A new sidewalk is also proposed on the west side to connect the existing walk with another new door.

Lighting: The applicant depicts two new building mounted light fixtures on the north side of the proposed addition. The photometric information on the plan for the new lights shows that there will be no off-site light greater than 0.5 foot-candles.

Grading and Drainage and Utilities: The Engineering Department has reviewed the plans and has the following comments:

1. The “Design Point” used for preconstruction and post-construction runoff appears to be an arbitrary point connecting two drainage areas. The intent of the stormwater report is to show the affect on the City’s infrastructure (if any). Please update the stormwater design report to indicate the discharge (pre and post construction) to the City’s existing catch basins on Bellew Avenue South and Rail Drive. The report needs to consider the design of the stormwater treatment area and riser configuration.
2. Outlet structure includes weir openings. Please indicate elevations and size of openings on the survey drawings.
3. The Engineering Report states there is an existing 8” water service while the plans indicate an existing 6” water service. The applicant should verify which is correct and modify the plans if needed.
4. Results of the fire flow test to be conducted during the design of the sprinkler system shall be forwarded to the Engineering Dept. prior to the issuance of a building permit.

Landscaping: There is existing landscaping along the street right-of-way and along the existing building near the main entrance. The proposed landscaping includes a mix of deciduous and coniferous trees along the north side of the building. The proposed landscaping adequately meets the intent of the Planning Board’s Landscaping and Buffer Zone Guidelines with regard to exterior parking lot landscaping.

SEQRA: The NYSDEC has an online tool called the EAF Mapper that assists applicants with compiling answers to Part 1 of the Short Environmental Assessment Form (EAF). The EAF that was submitted for this project using the online tool identifies several areas of concern. First, the EAF indicates that the project area is located within an archaeologically sensitive area. The applicant has consulted with the State Historic Preservation Office (SHPO) who has determined that the project will have no impact upon cultural resources in the area. A copy of the letter from SHPO indicating no impact is attached to this report.

The EAF Mapper has also indicated that there are regulated wetlands on the site or on lands adjoining the site. This box was likely checked as there are wetlands on the property located approximately 500’ to the southwest. A copy of the Final Subdivision Plat for the City Center Industrial Park that was included in the Engineering Report illustrates this graphically and indicates that there are no wetlands on the subject property.

Finally, the EAF indicates that site of the proposed action may contain endangered or threatened species or their associated habitats are known to be within the boundaries of the project site. This issue should also be investigated further and additional information should be provided to address this issue. The City Engineering Dept. shall be copied on all future correspondence between the applicant and the Natural Heritage offices in regards to the

presence of threatened or endangered species on the site. Approval of the project from the aforementioned offices will be required prior to issuing a SEQR determination.

Miscellaneous: The applicant must obtain a letter from the property owner that authorizes the applicant to apply for a site plan approval.

The existing and proposed hours of operation and a construction schedule for the completion of the site expansion should be submitted.

The contractor and/or property owner must obtain a Building Permit prior to construction.

Summary: The following are the outstanding items that need to be addressed:

1. The stormwater design report shall be updated to indicate the discharge (pre and post construction) to the City's existing catch basins on Bellew Avenue South and Rail Drive and shall consider the design of the stormwater treatment area and riser configuration.
2. That applicant shall indicate elevations and size of the weir openings in the outlet structure on the survey drawings.
3. The applicant should verify whether the existing water service is 6" or 8" and modify the plans if needed.
4. The applicant shall forward the results of the fire flow test to be conducted during the design of the sprinkler system to the Engineering Dept. prior to the issuance of a building permit.
5. The issue of the presence of threatened or endangered species on the site should be investigated further and additional information should be provided prior to the City Council considering the Environmental Assessment Form for the project. The City Engineering Dept. shall be copied on all future correspondence between the applicant and the Natural Heritage offices.
6. The applicant must obtain a letter from the property owner that authorizes the applicant to apply for a site plan approval.
7. The existing and proposed hours of operation and a construction schedule for the completion of the site expansion should be submitted.

cc: City Council Members
Robert J. Slye, City Attorney
Brian Drake, Civil Engineer II
Timothy F. Titus, Aubertine and Currier, 516 Bradley Street, Watertown, NY 13601
Donald E. Clark, DC Building Systems, 19086 US Route 11, Watertown, NY 13601

EXCERPT FROM MARCH 3, 2015 PLANNING BOARD MINUTES

SITE PLAN APPROVAL CURRENT APPLICATIONS INC. 275 BELLEW AVENUE S., PARCEL # 9-43-101.240

The Planning Board then considered a request for site plan approval submitted by Timothy F. Titus of Aubertine and Currier on behalf of Don Clark of DC Building Systems and George Anderson of Current Applications Inc. for the construction of a 10,240 sq ft building addition and a 5,530 sq ft. parking area at 275 Bellew Avenue South., Parcel # 9-43-101.240. In attendance to present the project were Timothy Titus of Aubertine and Currier and Donald Clark of DC Building Systems.

Mr. Titus began by stating they are proposing the construction of a 10,240 sq ft addition to the existing 20,000 sq. ft Current Applications building. He noted that the North side of the building would have a small parking area and there would be an overhead door for deliveries. He noted that two new lights would be added on the North side of the building to illuminate the parking area and that trees would be planted around the parking area as well. Mr. Titus noted that there would be no new site utilities and that all utilities would be brought to the addition through the existing building.

Mr. Titus then addressed the seven items listed in the summary of the staff report. Regarding item #1, Mr. Titus noted that they are working with the Engineering Department regarding the Storm Water Report. He said that they are disturbing less than one acre so a new storm prevention plan should not be required. He said they would add calculations regarding the impact of the storm water on the City's sewer system.

Mr. Titus noted that items #2 &3 were corrections that needed to be made on the plan which would be completed. Regarding item #4, Mr. Titus indicated that the results of the Fire Flow test would be provided to the Engineering Department once it is completed. Regarding item # 5, Mr. Titus noted that he sent letters to SHPO, DEC and the Natural Heritage Office to obtain additional information in aiding City Council's SEQR review of the project. He noted, in general, that the site has already been developed so there should not be any issues regarding threatened or endangered species or wetlands on the site. He said that SHPO has already responded to their request and has indicated that their project will not have a significant on any archeological resource. Mr. Lumbis noted that the City has received an authorization letter from the property owner so item # 6 has been resolved.

Mr. Clark noted that Current Applications, Inc. currently runs two eight hour shifts beginning at 7:00 AM and concluding at 11:00 PM. He said the proposed addition would accommodate additional product lines and the hiring of a few new employees.

Hearing no further discussion, Mr. Katzman moved to recommend that the City Council approve the Site Plan Application request submitted by Timothy F. Titus of Aubertine and Currier for the construction of a 10,240 sq. ft. building addition and a 5,530 sq ft. parking area at 275 Bellew Avenue South, Parcel # 9-43-101.240 contingent upon the following:

1. The stormwater design report shall be updated to indicate the discharge (pre and post construction) to the City's existing catch basins on Bellew Avenue South and Rail Drive and shall consider the design of the stormwater treatment area and riser configuration.

2. That applicant shall indicate elevations and size of the weir openings in the outlet structure on the survey drawings.
3. The applicant should verify whether the existing water service is 6" or 8" and modify the plans if needed.
4. The applicant shall forward the results of the fire flow test to be conducted during the design of the sprinkler system to the Engineering Dept. prior to the issuance of a building permit.
5. The issue of the presence of threatened or endangered species on the site should be investigated further and additional information should be provided prior to the City Council considering the Environmental Assessment Form for the project. The City Engineering Dept. shall be copied on all future correspondence between the applicant and the Natural Heritage offices.
6. The existing and proposed hours of operation and a construction schedule for the completion of the site expansion should be submitted.

The motion was seconded by Mr. Davis and all voted in favor.

Short Environmental Assessment Form

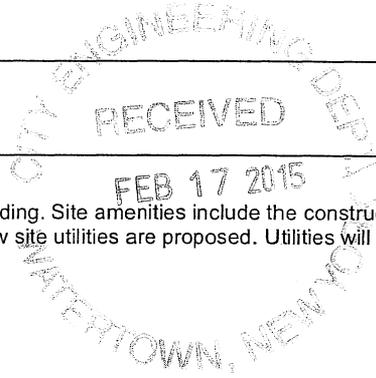
Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Current Applications - Building Addition			
Project Location (describe, and attach a location map): 275 Bellew Avenue South			
Brief Description of Proposed Action: The project consists of a proposed 10,240 sf building addition on the north side of the existing building. Site amenities include the construction of a 5,840 sf asphalt parking area expansion and drive along the north side of the addition. No new site utilities are proposed. Utilities will be provided from the within the existing building.			
Name of Applicant or Sponsor: DC Building Systems, Inc.		Telephone: 315-785-9884 E-Mail: don@dc-buildingsystems.com	
Address: 19086 US Route 11			
City/PO: Watertown		State: NY	Zip Code: 13601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		3.95 acres	
b. Total acreage to be physically disturbed?		0.77 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		3.95 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			



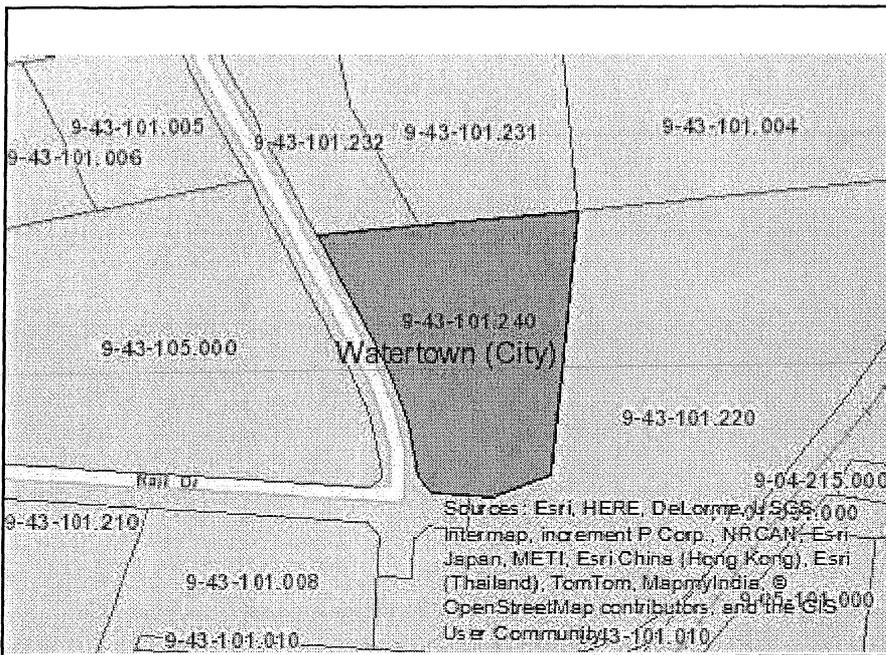
<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor name: <u>Donald E. Clark</u> Date: <u>1/23/15</u></p> <p>Signature: <u>Donald E. Clark</u></p>		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

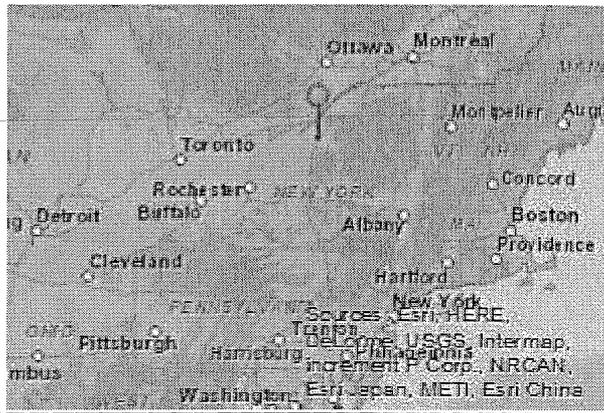
	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
_____	_____
Name of Lead Agency	Date
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

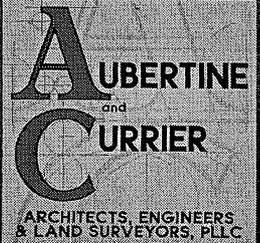


Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No

SHORT EAF SUMMARY REPORT:

Questions 12b, 13a, and 15 are answered automatically by the EAF mapper based upon limited digital mapping information that is available.

- Questions 12b, Archeological Sites, is answered yes due to the location of the historic railroad car maintenance turn-table located on the adjacent tax parcel number 9-43-101.231, directly north of the site. See Subdivision Final Plat, City Center Industrial Park, 10/15/2008, Jeff. Co. File #4655.
- Question 13a, Wetlands, is answered yes due to the location of wetlands located on the adjacent lots directly west of the City Center Industrial Park site. See Subdivision Final Plat, City Center Industrial Park, 10/15/2008, Jeff. Co. File #4655.
- Question 15, Threatened or Endangered Species, is answered yes due to the lot being part of the City Center Industrial Park, which was previously developed adjacent to undeveloped wetlands and forest area to the west. The project site was developed in 2008, and currently contains only buildings, parking lot, grass lawn and landscaping.



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



**Parks, Recreation
and Historic Preservation**

ANDREW M. CUOMO
Governor

ROSE HARVEY
Commissioner

February 17, 2015

Mr. Tim Titus
Aubertine and Currier, PLLC
522 Bradley Street
Watertown, NY 13601

Re: DPW
Current Applications - Building Addition
Construct a 10240 SF addition to an existing building
275 S. Bellew Ave, Watertown, Jefferson County, NY
15PR00573

Dear Mr. Titus:

Thank you for requesting the comments of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the Division for Historic Preservation and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6 NYCRR Part 617).

Based upon this review, it is the OPRHP's opinion that your project will have No Impact upon cultural resources in or eligible for inclusion in the State and National Register of Historic Places.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above.

Sincerely,

Ruth L. Pierpont
Deputy Commissioner for Historic Preservation

Division for Historic Preservation

P.O. Box 189, Waterford, New York 12188-0189 • (518) 237-8643 • www.nysparks.com

Res Nos. 9, 10, 11

March 11, 2015

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Tax sale certificates assignment request

Attached is a letter received from Kenneth and Lynne Maitland requesting to be assigned the City's tax sale certificates for multiple Gardner Avenue parcels.

The redemption amounts that would be owed to the City as of March 31st would be as follows.

Address	Parcel	Redemption Amount	Current Owner
Gardner Avenue	05-06-250.000	\$117.28	Brown, George
Gardner Avenue	05-06-245.000	\$139.21	Delmar Realty Corp
Gardner Avenue	05-06-240.000	\$150.71	Delmar Realty Corp / Babcock, Henry H.

Resolutions assigning the tax sale certificates to Kenneth and Lynne Maitland have been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Authorizing Assignment of City-owned Tax Sale Certificate on Parcel Number 05-06-250.000 Known as Gardner Avenue to Kenneth and Lynne Maitland, 161 Thompson Boulevard, Watertown, New York 13601

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is the owner of a certain tax sale certificate on a lot of land known as Gardner Avenue as designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 05-06-250.000, and

WHEREAS Kenneth and Lynne Maitland have requested the assignment of the tax sale certificate from the City for the amount of the tax sale certificate plus the subsequently issued City, School and County taxes plus applicable interest per City Charter Section 140,

NOW THEREFORE BE IT RESOLVED that the offer of \$117.28 submitted by Kenneth and Lynne Maitland for the purchase of the tax sale certificate for Parcel No. 05-06-250.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the City Comptroller is directed to assign the City's tax sale certificate for the above parcel to Kenneth and Lynne Maitland upon the Comptroller's receipt of certified funds in the amount of \$117.28.

Seconded by

RESOLUTION

Page 1 of 1

Authorizing Assignment of City-owned Tax Sale Certificate on Parcel Number 05-06-245.000 Known as Gardner Avenue to Kenneth and Lynne Maitland, 161 Thompson Boulevard, Watertown, New York 13601

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

Introduced by

WHEREAS the City of Watertown is the owner of a certain tax sale certificate on a lot of land known as Gardner Avenue as designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 05-06-245.000, and

WHEREAS Kenneth and Lynne Maitland have requested the assignment of the tax sale certificate from the City for the amount of the tax sale certificate plus the subsequently issued City, School and County taxes plus applicable interest per City Charter Section 140,

NOW THEREFORE BE IT RESOLVED that the offer of \$139.21 submitted by Kenneth and Lynne Maitland for the purchase of the tax sale certificate for Parcel No. 05-06-245.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the City Comptroller is directed to assign the City's tax sale certificate for the above parcel to Kenneth and Lynne Maitland upon the Comptroller's receipt of certified funds in the amount of \$139.21.

Seconded by

RESOLUTION

Page 1 of 1

Authorizing Assignment of City-owned Tax Sale Certificate on Parcel Number 05-06-240.000 Known as Gardner Avenue to Kenneth and Lynne Maitland, 161 Thompson Boulevard, Watertown, New York 13601

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is the owner of a certain tax sale certificate on a lot of land known as Gardner Avenue as designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 05-06-240.000, and

WHEREAS Kenneth and Lynne Maitland have requested the assignment of the tax sale certificate from the City for the amount of the tax sale certificate plus the subsequently issued City, School and County taxes plus applicable interest per City Charter Section 140,

NOW THEREFORE BE IT RESOLVED that the offer of \$150.71 submitted by Kenneth and Lynne Maitland for the purchase of the tax sale certificate for Parcel No. 05-06-240.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the City Comptroller is directed to assign the City's tax sale certificate for the above parcel to Kenneth and Lynne Maitland upon the Comptroller's receipt of certified funds in the amount of \$150.71.

Seconded by

Jan 27, 2015

Dear Mr. Mills,

We are interested in purchasing the Tax
Sale Certificates you are holding for the
following properties:

Gardner Ave

506250

506245

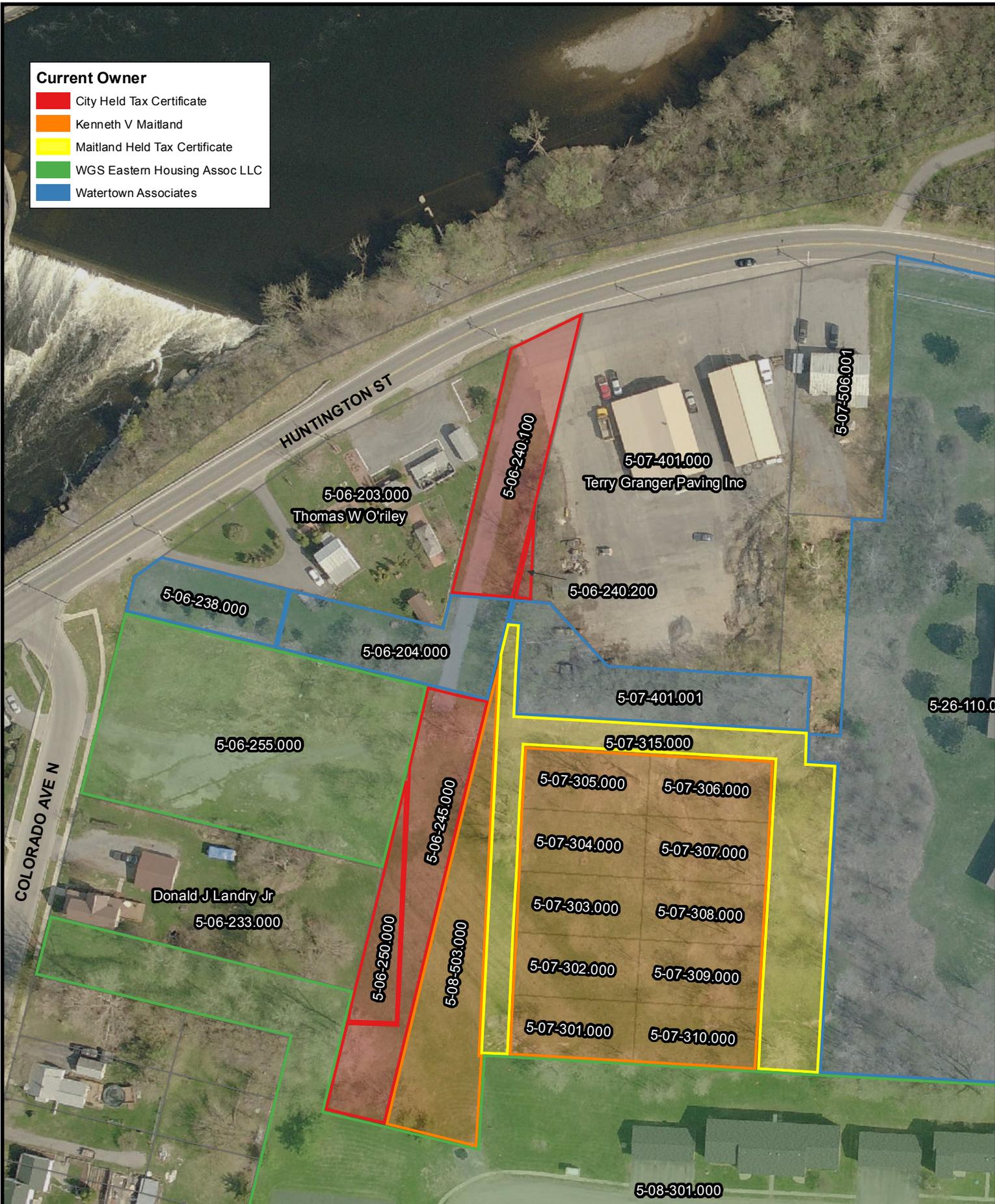
506240.100

506240.200

Shanlyoa
Lyne A. Maitland
Kenneth J. Maitland
161 Thompson Blvd.
Watertown, NY 13601
788-1672
Cell - 767-8796

Current Owner

- City Held Tax Certificate
- Kenneth V Maitland
- Maitland Held Tax Certificate
- WGS Eastern Housing Assoc LLC
- Watertown Associates



CITY OF WATERTOWN, NEW YORK
 GIS DEPARTMENT
 ROOM 305B, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7793

Gardner Avenue Tax Sale Certificates



Scale:

1 inch = 100 feet

Print Date: 2/12/2015

Res No. 12

March 12, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Red & Black Lease Agreement

Attached for City Council consideration and approval is a Lease Agreement between the City of Watertown and the Red & Black football team for the 2015 through 2017 seasons. The current agreement was previously for a two-season term and expires March 31 of this year. The changes to this lease agreement are listed below. City staff will be available to answer any questions at the Council meeting.

- The fees associated with this lease agreement have increased. The flat fee for the season's practice schedule has increased by \$100.00 to \$1400.00 and the game fee has increased by \$25.00 to \$150.00 for a day game and \$200.00 for a night game.
- The flat fee requiring the Red & Black to pay the City for concession sales is now \$750.00. The flat fee for the exclusive rights of signage has increased to \$300.00
- Red and Black will have the right to sell beer at the games or enter into a sub-franchise agreement with an entity who shall obtain an SLA license for beer sales.

RESOLUTION

Page 1 of 1

Approving Lease Agreement, The
Greater Watertown Red and Black, Inc.

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Alex T. Duffy Fairgrounds within the City of Watertown, and the Fairgrounds are a community recreational facility, and

WHEREAS the City desires to promote future recreational activities at the Fairgrounds for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City, and

WHEREAS in pursuit of that public purpose, the City desires to contract for the use, operations, management and maintenance of the Fairgrounds multi-purpose field and all football-related activities, and

WHEREAS the Greater Watertown Red and Black, Inc. owns and operates a football team as a member and franchise of the Empire Football League, and

WHEREAS Greater Watertown Red and Black, Inc. desires to have its team, Red and Black, play football games within the confines of the Fairgrounds,

NOW THEREFORE BE IT RESOVLED that the City Council of the City of Watertown approves the Lease Agreement between the City of Watertown and the Greater Watertown Red and Black, Inc., attached hereto and made part thereof, and

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

Seconded by

LEASE AGREEMENT

**THE CITY OF WATERTOWN, NEW YORK
AND
GREATER WATERTOWN RED AND BLACK, INC.**

This Lease is being made and is intended to be effective as of April 1, 2015 between the City of Watertown, New York, with its principal offices located at 245 Washington Street, Watertown, New York 13601 ("City") and Greater Watertown Red and Black, Inc., with its principal offices located at 1358 Washington Street, Watertown, New York, ("Football").

INTRODUCTION

WHEREAS, the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Alex T. Duffy Fairgrounds (the "Fairgrounds") within the City of Watertown, and the Fairgrounds are a community recreational facility; and

WHEREAS, the City desires to promote future recreational activities at the Fairgrounds for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City; and

WHEREAS, in pursuit of that public purpose, the City desires to contract for the use, operation, management and maintenance of the Fairgrounds multi-purpose field and all Empire League football-related activities; and

WHEREAS, Football owns and operates a seasonal football team as a member and franchise of the Empire Football League; and

WHEREAS Football desires to have its team, Red and Black (the "Team"), play football games within the confines of the Fairgrounds; and

WHEREAS, the City has undertaken a substantial capital improvement project for the Fairgrounds in furtherance of the public purpose of keeping football in the City for the recreation, entertainment and welfare of the people of the City, including the economic benefit such a team can bring.

NOW, THEREFORE, in consideration of mutual covenants and agreements as stated herein, the City and Football agree as follows:

AGREEMENT

Section I – Term of Lease

The initial term of this Lease shall be for a three-year period from April 1, 2015 through March 31, 2018.

Section II – Premises Leased

The City agrees to lease to Football the premises generally known as the Alex T. Duffy Fairgrounds football field and all incidents thereto, including the bleachers and scoreboard, consisting of essentially that area bounded by the multi-purpose field fence separating the field from the remainder of the Fairgrounds, together with the immediately adjacent parking areas (the “Premises”). This lease also provides for rental of the storage/locker areas highlighted in yellow on the map attached as Exhibit A to this Agreement. Restrooms and locker rooms in the Grandstand are part of the Leased Premises when Football is practicing or playing a game on leased fields owned by the City. Restrooms and additional locker rooms may be used as needed depending upon availability. The Fairgrounds multi-purpose #5 field will be made available for practice purposes. In the event this field cannot be used, one of the other nearby fields may be used.

Section III – Non-Assignability and Non-Exclusivity

a. The City and Football agree that it is the purpose of this Agreement to contract for the use, operation, management and maintenance of the Premises, and that this is an agreement for the privilege of Football to use the Premises only for the purpose of semi-pro football. This Lease Agreement may not be assigned by Football to any person or entity, and Football agrees that the City’s consent to any assignment may be withheld for any reason, and in its sole discretion.

b. The City agrees not to enter into a lease for the Premises with any other Professional or Semi-Pro Football team during the term of this lease, without the written consent of Football.

c. It is further understood that this Lease Agreement is non-exclusive, meaning that, at those times when the Premises are not being used for Football’s purposes, the City retains the right to make the Premises available for other uses to the extent that the use will not interfere with those purposes. By express understanding, it will not be interference for the City to allow the playing field to be used by college, high school, youth leagues or other sporting teams. At such times, it shall be the City’s responsibility to maintain the Premises in good repair.

Section IV – Compensation (Rent)

a. As a compensation for the use of the Premises, and during the term of this Lease, Football shall pay to the City fees as follows:

Rental of Storage Space	\$600.00 per year
Day Game	\$150.00 per game
Night Game	\$200.00 per game
Practice	\$1400.00 for the season

Day game means any game that ends before 6:00 p.m.

Night game means any game that begins at or extends beyond 6:00 p.m.

When scheduling the use of the City's fields, the City will give games priority over practices and events.

Football will provide the City Department of Parks and Recreation and the City Comptroller's Office with a schedule detailing all planned field use for games, practices and camps no later than April 1st of each year

b. Payment must be made to the City by the 1st day of the month for that month's scheduled field time. If full payment is not made by Football by the 1st day of the month for that month's scheduled field time or any other unpaid invoice is over 30 days outstanding, Football will not be authorized use of the facility until full payment is made. An invoice will be generated by the City at the month's end for any additional field time used above and beyond scheduled time by Football, payable within 30 days. Football shall not receive credit for any unused, but scheduled, field time unless 48 hours of notice is given to the Parks and Recreation Department or in the event of inclement weather.

Section V – Concessions and Advertising

a. The City and Football agree that for Football events during the term of this Lease Agreement, concessions rights for the sale of food and non-alcoholic drink as well as for football souvenir items sold on the Premises shall be exclusive to Football. The City shall not permit nor allow mobile units or other vendors or concessions upon the Premises during events or activities being conducted by Football without the written consent of Football

b. All expenses incurred in providing concessions shall be at the sole expense of Football.

c. Football shall pay the City \$750.00 for rights to sell concessions on the Leased Premises for the term of this lease. Full payment must be made to the City by April 1st of each year.

d. Football will be allowed to sell Advertising to be placed upon the side line fences, ticket booths and the press box, on the Leased Premises and on the scoreboard. Mounting of advertising on City property must be approved in advance by the City. Football is not authorized to hang political signage of any kind. Football is not authorized to sell advertising and install signs in any other areas of the Leased Premises without the written consent of the City. It will be the responsibility of Football to install and remove the Advertising. By April 1st of each year, Football will be responsible for a flat fee of \$300 to have exclusive rights for signage.

Section VI – Franchise for Sale of Alcoholic Beverages

a. Football desires to provide for the sale of beer at the professional games to be held pursuant to this Agreement, and the City grants such franchise upon the terms outlined in this section. Football may provide such sales itself or enter into a sub-franchise agreement with a person or entity who or which shall obtain a SLA license for beer sales for the Watertown Municipal Fairgrounds Main Multi-Purpose Field at 667 William T. Field Drive is limited to the term of this Agreement.

Football, and any sub-franchise agreement with a licensed vendor shall provide that both Football and the vendor, shall be bound by the terms of the City's "ABC Law, Rules and Guidelines," as the same may, from time to time, be amended. A copy of the City's current "ABC Law, Rules and Guidelines" is attached to this Agreement as Exhibit "B" Football and any sub-franchisee shall also be specifically bound by the terms and conditions of any license issued by the State Liquor Authority.

Football or its sub-franchisee shall provide the City with a copy of any application for the license, and shall, at a minimum as part of the application, show the locations of all points of sale; indicate the manner in which control of the sale of alcoholic beverages will be maintained; contain an acknowledgement that it will discontinue the service of alcohol at any time when directed to do so by the shift supervisor of the Watertown City Police; provide proof of its liquor liability insurance coverage in the amount of \$1,000,000.00 individual/\$2,000,000.00 aggregate; and represent that the times of alcohol service must be no earlier than one hour prior to the commencement of any game and that all service will be discontinued by the end of the third quarter.

Football acknowledges that, as the party responsible for the sub-franchisee, it is obligated not to permit the sale of alcoholic beverages in violation of the New York Alcoholic Beverage and Control Law, the New York Penal Law, and/or the New York General Obligations Law. If it is determined that Football or its sub-franchisee has sold beverages in violation of any of the applicable rules and regulations, including any term of this agreement, Football's right to sell or contract with a sub-franchisee for the sale of alcohol on the premises will be immediately revoked.

Football acknowledges that the City of Watertown is not involved in the sale of alcoholic beverages, and agrees to defend and indemnify the City, including reimbursement of the City's reasonable attorneys' fees, from any and all claims, civil or criminal, arising from any claimed violations of law pertaining to, or statutory duty arising from, the sale of alcoholic beverages.

(1) Football Games: At no time shall alcohol sales begin more than one hour prior to the start of the game, and all alcohol sales will cease at the end of the third quarter.

(2) Other events: The sale of alcohol shall not be allowed more than one hour prior to the commencement of the event and shall stop at least one half hour prior to the scheduled conclusion of the event. "Other events" are defined as only the events taking place during the week of the Jefferson County Fair, or as specifically approved by the City Manager. Football acknowledges that this Lease Agreement contains no right to sponsor concerts or other events, and that City consent for the same may be withheld for any reason whatsoever.

Section VII – Adequacy of Leased Premises

a. Football represents that the premises satisfy the requirements of the Empire Football League and that the City shall not be obligated to make any change to the Premises during the term of this Lease to satisfy any requirements of Football or the Empire Football League.

b. Football shall certify in writing to the City that it has accepted, in good order and repair, the Premises. This certification by Football shall include a statement that Football has examined and knows the condition of the Premises and has received the same in good repair and working order. Any exceptions by Football to the condition of the Premises at the time of their receipt shall be provided to the City in writing.

Section VIII – Maintenance

a. The City agrees that it will keep the Premises, including any structural or capital repairs and improvements, in good repair during the term of this Lease, and at its own expense. The City further agrees that it shall bear the cost of electric facilities and electric service to the Premises.

b. Football agrees to provide custodial maintenance of the Premises during the term of the Lease. Football is responsible for cleaning the Leased Premises after every game or practice. If Football has not cleaned the Leased Premises by 10:00 a.m. the day following a game or practice, the City will clean the Leased Premises and Football will reimburse the City as described below:

1 st offense	\$50 Fee, plus actual cost
2 nd offense	\$100 Fee plus, actual cost
3 rd offense	\$250 Fee plus, actual cost
After 3 offenses (each offense)	\$500 Fee plus, actual cost

If the City is compelled to do custodial maintenance, as described above, Football will pay the bill for such work performed by the City before they will be allowed to use the Leased Premises for a game or practice.

c. Football shall keep the Premises secure and keep unauthorized persons out of the grandstand area.

d. The City agrees that it will maintain the football field. Football acknowledges, however, that the City's employees are not responsible for the laying and removal of football equipment prior to, during, or after any particular football game or practice.

e. If all or any part of the Premises are damaged or destroyed by Football, or by any of its agents or employees, or by any of Football's patrons, or during any event for which Football is responsible, (for example, damage, or destruction to the goal post), Football agrees that it will immediately cause repairs or, if the City repairs the damage, that it will reimburse the City for such damage or destruction. The City reserves the right to close any non-paved or unimproved areas from parking in order to avoid damage to our fields and green areas.

Section IX – Parking Fees

Football acknowledges that the City reserves the right to assess a one dollar (\$1.00) parking charge, per car, at each home game for the Team. This amount may increase at the City's sole discretion. The parties agree that the City shall be responsible for collecting the fee, and that all proceeds from parking shall inure to the City.

Section X – Insurance

a. Football agrees to name the City as an additional named insured for its liability coverages, and to provide proof of general liability insurance in the amount of \$500,000/\$1,000,000 combined single limit. Football shall provide the City with copies of its declaration pages for the policy or policies during the duration of the Lease Agreement. Football's policies of insurance may not limit the City's coverage as an additional insured to vicarious liability issues only.

b. The City will insure the Premises to cover only the City's interest in the event of damage due to fire or other hazard. Football agrees that, if the Premises are materially damaged by fire or other casualty, the City is not obligated to restore the Premises, and

Football will have no claim under this Lease against the City for not restoring the Premises.

c. Football shall procure and maintain Workers' Compensation insurance and disability insurance in accordance with the laws of the State of New York. This insurance shall cover all persons who are employees of Football under the laws of the State of New York. Proof of said insurance shall be provided to the City of Watertown upon signing of this Agreement.

Section XI – Hold Harmless

Football shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs or expense arising out of any liability or claim of liability for injury or damages to persons or to property sustained by any person or entity by reason of Football's operation, use, or occupation of the Premises, or by or resulting from any act or omission of Football or any of its officers, agents, employees, guests, patrons or invitees. The liability insurance in the type and amounts identified at Section X, naming the City as an additional named insured, shall be sufficient for purposes of meeting Football's obligations under this paragraph.

Section XII – Venue and Applicable Law

a. The City and Football agree that the venue of any legal action arising from a claimed breach of this Lease is in the Supreme Court, State of New York, in and for the County of Jefferson.

b. This Agreement shall be construed in accordance with the laws of the State of New York.

Section XIII – Right of Access

The City reserves the right to enter the Premises by its duly authorized representatives at any reasonable time which does not interfere or conflict with the conduct of business of Football, for the purposes of inspecting the Premises, performing any work necessary required on the part of the City, exhibiting the Premises, or in the performance of its police powers.

Section XIV – Return of Premises

Football agrees to return the Premises to the City, upon the expiration of this Lease, in as good condition as when Football received possession of the Premises, reasonable wear and tear excepted, and excepting damage to the Premises caused by

others when the Premises were not under the control of Football. The City and Football will conduct a walk-through of the Premises at the beginning of the Lease term. The City and Football will conduct an initial walk-through of the Premises at the end of each season. Upon expiration of the Lease, the City and Football will conduct a final walk through of the Premises.

Section XV – Desire to Renew Notice

Football shall provide the City with a ninety (90) day written notice of its desire to discuss the option to renew this Agreement.

Section XVI – Notice

All notices required to be given under this Lease shall be in writing and shall be deemed to have been duly given on the date mailed if sent by certified mail, return receipt requested, to:

To City: Sharon Addison, City Manager
City of Watertown
245 Washington Street
Watertown, New York 13601

To Football: George Ashcraft, General Manager
Greater Watertown Red and Black, Inc.
1358 Washington Street
Watertown, New York 13601

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

IN WITNESS WHEREOF, the City and Football will have caused this Lease to be executed by authorized agents to be effective as of April 1, 2015

THE CITY OF WATERTOWN, NEW YORK

By: _____
Sharon Addison, City Manager

GREATER WATERTOWN RED AND BLACK,
INC.

By: _____
George Ashcraft, General Manager

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

On _____, 2015 before me, the undersigned, a Notary Public, in and for said State personally appeared Sharon Addison, 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 he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

Notary Public

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

On _____, 2015, before me, the undersigned, a Notary Public, in and for said State, personally appeared George Ashcraft, 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 he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

Notary Public

Res No. 13

March 10, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Supplemental No. 2 to Professional Services Agreement,
Stantec Consulting Services, Inc.

On July 15, 2013, City Council approved the Professional Services Agreement with Stantec Consulting Services, Inc. in the amount of \$99,790 for the design of the rehabilitation of the Fairgrounds Municipal Arena. On March 17, 2014, City Council approved Supplemental No. 1 in the amount of not to exceed \$510,403 for detailed design and construction support services bringing the total contract amount to \$610,193.

Stantec Consulting Services, Inc. has now submitted Supplemental No. 2 to the Agreement for design work and testing not included in the original scope of work, as well as an upgrade to electrical service, hazardous material abatement design, and pool house renovations to meet ADA and building code requirements for the Fairgrounds Municipal Building Upgrade in the amount of \$78,000. As stated in City Engineer Justin Wood's attached report, this brings the total contract amount to \$688,193.

A Resolution is attached for City Council consideration. Approval of this Resolution is contingent upon approval of the Bond Ordinance Amendment in tonight's Council Agenda to cover the cost of this project.

RESOLUTION

Page 1 of 1

Approving Supplemental No. 2 to Professional Services Agreement, Stantec Consulting Services, Inc.

Council Member BURNS, Roxanne M..

Council Member BUTLER, Joseph M. Jr.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Mayor GRAHAM, Jeffrey E.

YEA	NAY

Introduced by

WHEREAS on July 15, 2013, the City Council of the City of Watertown approved the Professional Services Agreement with Stantec Consulting Services, Inc. in the amount of \$99,790 for the design of the rehabilitation of the Fairgrounds Municipal Arena, and

WHEREAS Supplemental No. 1 was approved by City Council on March 17, 2014 for detailed design and construction support services for the Fairgrounds Municipal Building Upgrade Project not to exceed the amount of \$510,403, bringing the total contract amount to \$610,193, and

WHEREAS Supplemental No. 2 has been submitted by Stantec Consulting Services Inc. for design work and testing not included in the original scope of work, as well as an upgrade to electrical service, hazardous material abatement design, and pool house renovations to meet ADA and building code requirements for the Fairgrounds Municipal Building Upgrade in the amount of \$78,000, bringing the total contract amount to \$688,193,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Supplemental No. 2 to the Professional Services Agreement with Stantec Consulting Services Inc., and

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

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute the Change Order No. 2 document on behalf of the City of Watertown.

Seconded by



AUTHORIZATION FOR ADDITIONAL SERVICES

"Stantec"	STANTEC CONSULTING SERVICES INC.	Date	23 February 2015
		Stantec Project #	191060204
		Stantec Pipeline #	

61 Commercial Street
 Rochester, NY 14614
 Ph: (585) 475-1440 Fx: (585) 272-1814
 email: Jeri.Pickett@Stantec.com
 CLIENT CITY OF WATERTOWN

CLIENT	245 Washington Street, Watertown, NY 13601 Ph: (315) 785-7740 Fx: (000) 000-0000 email: jwood@watertown-ny.gov	Client Project #	2015-01
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Project Name and Location:	Fairgrounds Municipal Arena Upgrade, Watertown, NY	Change Order #	2
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This is authorization for Stantec to perform additional services on the project as noted above.

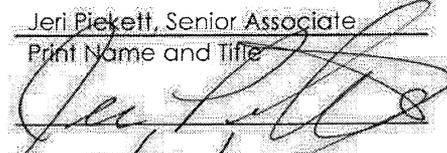
- A. Stantec agrees to perform the following additional service(s):
 Refer to attached Proposal dated 2/19/2015
- B. CLIENT agrees to compensate Stantec for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below:
 Refer to attached Proposal dated 2/19/2015
- C. All other terms and conditions of the original agreement shall remain in full force and effect.

Effect on Schedule: No impact

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement shall serve and may be relied upon as an original.

STANTEC CONSULTING SERVICES INC.

CITY OF WATERTOWN

Jeri Pickett, Senior Associate
 Print Name and Title
 Signature 
 Date Signed: 2/23/15

 Print Name and Title
 Signature _____
 Date Signed: _____



Stantec Consulting Services Inc.
61 Commercial Street, Suite 100
Rochester NY 14614-1009
Tel: (585) 475-1440
Fax: (585) 272-1814

February 19, 2015

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

Dear Justin,

**Reference: Watertown Municipal Arena
Architectural and Engineering Additional Design Services Proposal - Revised**

As we have discussed during the design process there were services provided that were outside the original scope of work as dictated in our March 4, 2014 proposal. As such, we are providing this proposal to obtain compensation to account for these additional services. Below is a summary of the original scope of work as compared to the final product and our respective justification for requested compensation.

BACKGROUND

Stantec commenced the design of the project based on a series of metrics. The following is a summary of those metrics relative to the final product upon the completion of the design documents:

<u>Assumption / Metric Description</u>	<u>Proposal Value</u>	<u>Actual Value</u>
Total Project Budget	\$7M	>\$8.5M
Construction Cost	\$5.67M	\$7.25M
A/E Fee (Design)	\$400K	\$506K
A/E Fee (% of Const. Cost)	9%	7%
Drawing Quantity	102	150
Cost per Drawing	\$5K	\$3.4K
Project Alternates	1	5

As can be seen, the project scope and complexity increased fairly significantly over the design period and resulted in a 27% overage in the design fees. We were hopeful that the design fee, as originally proposed, would be able to absorb these additional services. However, in reality, the project fees were not sustainable based on the increased scope.

JUSTIFICATION:

The following is a summary of the specific additional services and their respective costs, revised as per our discussion:

A. Hazardous Material Abatement Design - \$7,500

Stantec had excluded any work associated with the remediation of any hazardous materials. The discovery of PCB-laden caulk on the existing doors and windows required Stantec to incorporate the use of a hazardous material designer to develop professionally sealed abatement plans and a specification. (60 hrs @ \$125/hr).



**Reference: Watertown Municipal Arena
Architectural and Engineering Additional Design Services Proposal - Revised**

B. Second Floor Expansion (Alternate) - \$14,500

An opportunity was identified to expand a portion of the second floor over the area of the Concession Stand that was just an open vault to the roof. The opportunity was discussed and approved by the City to include this in the project as an Alternate. The design work consisted of adding a structural floor, walls, doors, lighting, power, HVAC, and fire protection. (116 hrs @ \$125/hr).

C. Digital Marquee (Alternate) - \$3,000

The City requested that a digital marquee be included as an Alternate to the project. Originally, the intention was to build a new marquee on the corner of Coffeen Street and William T Field Drive. Subsequently, an opportunity was identified to replace the existing park sign in-kind. This allowed the reuse of the existing infrastructure to avoid additional construction costs. (24 hrs @ \$125/hr).

D. Pool House Alterations (Alternate) - \$10,000

The Pool House Alternate was included in the original proposal but was described as just an aesthetic upgrade. Ultimately, the design included ADA upgrades that resulted bathroom addition, wall modifications, and utility infrastructure upgrades. (80 hrs @ \$125/hr).

E. Ramp to Pool House - \$4,000

The hallway leading to the Pool House lobby was designed and fully established. The City requested that a ramp be included to allow wheelchair connectivity directly between the facilities in the event there were overflow issues with the use of toilet facilities. The design was reworked to reflect this change. (32 hrs @ \$125/hr).

F. Electric Service Upgrade - \$25,000

The electrical service was at borderline capacity upon completion of the Master Plan. However, after the load calculations were complete, and upon discussions with the City electrician and National Grid, it was deemed necessary to consolidate the two existing electrical services into one larger system. This required the development of a new utility service and internal power distribution system. (200 hrs @ \$125/hr).

G. Electrical Systems - \$4,000

The existing security system and CCTV system were anticipated to remain as-is during the Master Planning work. However, in conversations with the City during the design phase it was agreed to replace and/or expand the systems in their entirety. (32 hrs @ \$125/hr)

H. Roof Pull Test - \$1,000

In order to establish the condition of the existing roof a pull-test needed to be conducted. The City requested that Stantec hire the contractor to conduct this test. The test was completed and Stantec has been invoiced for this work. (\$600 Invoice plus Coordination/Contract costs)

I. Ice System (Alternate) - \$2,000

In an effort to provide financial leverage for the City, it was agreed to list the Ice Systems work as an Alternate to the project. The design for this work was part of the original fee but the work required to break this into an alternate required additional effort. (16 hrs @ \$125/hr)

J. Paved Parking Areas (Alternate) - \$2,000

The City requested that Stantec add two potential areas of pavement to the east side of the facility as



February 19, 2015
Page 3 of 3

**Reference: Watertown Municipal Arena
Architectural and Engineering Additional Design Services Proposal - Revised**

an alternate. (16 hrs @ \$125/hr)

K. Building Structural Analysis - \$5,000

The City requested that Stantec conduct a structural analysis of the existing arena to understand the limitations of the structure for equipment associated with concert events (ie, lighting, speakers, etc). Stantec conducted the study and has a summary of the analysis prepared to deliver to the City. (40 hrs @ \$125/hr).

SUMMARY:

Stantec has successfully completed the design of the project and has provided additional services in good faith in order to maintain the critical path of this tight project schedule. In doing so, we are requesting additional compensation in the amount of \$78,000. This falls short of our value spent to date but is consistent with the additional work and value we have provided.

Please let me know if you approve of this request for additional services. If you have questions, concerns, or require additional information please do not hesitate to call. Thank you Justin.

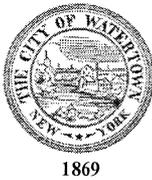
Regards,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read "Jeri Pickett".

Jeri Pickett, P.E., LEED® AP
Sr. Associate - Buildings Group
Phone: (585) 413-5341
Fax: (585) 272-1814
jeri.pickett@stantec.com

c. Eric St John; Roger Kelemecz, Jim Maland



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 21 February 2014

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Fairgrounds Municipal Arena Upgrade, Supplemental #2 to the Agreement

Enclosed is a copy of Supplemental Agreement #2 to the professional services agreement with Stantec Consulting Services Inc. for City Council review and approval.

This supplemental agreement is requested to capture design work and testing which was not included in the original scope of work. The letter dated February 19, 2015 from Stantec, provides a summary of those tasks, which total \$78,000. The current amount is 20% less than the original request, as a result of negotiations with representatives at Stantec. After a review of the project history, and contract documents, I recommend approval of this agreement.

The single biggest task in the agreement is \$25,000 for an upgrade to the electrical service at the Arena proper. At conclusion of the Master Plan report in early 2014, and before detailed design was performed, energy usage data showed the electrical system would have capacity for the proposed renovations. As detailed design of the mechanical and electrical systems progressed, it became evident the system would be near capacity. The best course of action was to upgrade now as part of the renovation project, to allow for future energy demand, and the design was performed as such.

Another task was \$7,500 for hazardous material abatement design, which was necessary after the discovery of asbestos and PCB laden caulking around windows and doors. The Pool House Renovation was anticipated to be a cosmetic only upgrade, but became an extensive renovation to meet ADA and building code requirements. The extra design effort is represented by a \$10,000 task in the agreement. These three items (Electrical Service Upgrade, Hazardous Material Abatement, and Pool House Renovations) represent \$42,500 of the total, almost 55% of SA#2.

Supplemental Agreement #1, which was created for the purposes of performing detailed design and construction support services for the Fairgrounds Municipal Building Upgrade Project, was approved on March 17, 2014 for the not to exceed amount of \$510,403. The base agreement, which was for preliminary design and master planning, was approved on July 15, 2013 in the amount of \$99,790. Approval of SA#2 will bring the total contract amount to \$688,193.

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

Res Nos. 14, 15, 16, 17

March 10, 2015

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Accepting Bids Watertown Ice Arena Renovations

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the Watertown Arena Renovation Project, per specifications.

Bid specifications were sent to forty-three (43) vendors and area plan houses, with a total of nineteen (19) bids being received that were publicly opened and read in City Council Chambers on Friday, February 20, 2015, at 11:00 a.m. The bid is broken down into separate contracts as per Wickes Law, which applies to bids over \$500,000.00. The four contracts are for General Contractor, Mechanical Work, Plumbing/Fire Protection and Electrical Work.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department and Stantec Consulting Services Inc, and it is their recommendation that the awards be issued to the lowest qualifying bidder meeting City specifications.

The other bids submitted are detailed in the attached report of Ms. Pastuf. City Engineer Justin Wood's attached report includes possible alternatives available to deduct that may reduce the overall cost, along with the Bid Review and Recommendation from Stantec.

Resolutions have been prepared for City Council consideration. Approval of these Resolutions is contingent upon approval of the Bond Ordinance Amendment also in tonight's Council Agenda to cover the cost of this project.

RESOLUTION

Page 1 of 1

Accepting Bid for Watertown Arena Renovation Project, General Contractor, Bette & Cring

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the General Contractor Work for the Watertown Arena Renovation Project, and

WHEREAS bid specifications were sent to forty-three (43) vendors and area plan houses, with a total of nineteen (19) bids received, and

WHEREAS on Friday, February 20, 2015, at 11:00 a.m. in City Council Chambers, the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department and Stantec Consulting Services Inc., and it is their recommendation that the City Council accept the bid from Bette & Cring in the amount of \$6,268,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Bette & Cring in the amount of \$6,268,000 as the lowest qualifying bidder meeting City specifications, for the General Contractor Work for the Watertown 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 all contracts associated with implementing the award to Bette & Cring.

Seconded by

RESOLUTION

Page 1 of 1

Accepting Bid for Watertown Arena Renovation Project, Electrical Work, Lawman Heating and Cooling, Inc.

- Council Member BURNS, Roxanne M.
- Council Member BUTLER, Joseph M. Jr.
- Council Member JENNINGS, Stephen A.
- Council Member MACALUSO, Teresa R.
- Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the Electrical Work for the Watertown Arena Renovation Project, and

WHEREAS bid specifications were sent to forty-three (43) vendors and area plan houses, with a total of nineteen (19) bids received, and

WHEREAS on Friday, February 20, 2015, at 11:00 a.m. in City Council Chambers, the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department and Stantec Consulting Services Inc., and it is their recommendation that the City Council accept the bid from Lawman Heating and Cooling Inc. in the amount of \$976,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Lawman Heating and Cooling Inc. in the amount of \$976,000 as the lowest qualifying bidder meeting City specifications, for the Electrical Work for the Watertown 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 all contracts associated with implementing the award to Lawman Heating and Cooling Inc.

Seconded by

RESOLUTION

Page 1 of 1

Accepting Bid for Watertown Arena Renovation Project, Mechanical Work, Lawman Heating and Cooling, Inc.

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the Mechanical Work for the Watertown Arena Renovation Project, and

WHEREAS bid specifications were sent to forty-three (43) vendors and area plan houses, with a total of nineteen (19) bids received, and

WHEREAS on Friday, February 20, 2015, at 11:00 a.m. in City Council Chambers, the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department and Stantec Consulting Services Inc., and it is their recommendation that the City Council accept the bid from Lawman Heating and Cooling Inc. in the amount of \$1,229,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Lawman Heating and Cooling Inc. in the amount of \$1,229,000 as the lowest qualifying bidder meeting City specifications, for the Mechanical Work for the Watertown 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 all contracts associated with implementing the award to Lawman Heating and Cooling Inc.

Seconded by

RESOLUTION

Page 1 of 1

Accepting Bid for Watertown Arena Renovation Project, Plumbing/Fire Protection, Lawman Heating and Cooling, Inc.

- Council Member BURNS, Roxanne M.
- Council Member BUTLER, Joseph M. Jr.
- Council Member JENNINGS, Stephen A.
- Council Member MACALUSO, Teresa R.
- Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the Plumbing/Fire Protection for the Watertown Arena Renovation Project, and

WHEREAS bid specifications were sent to forty-three (43) vendors and area plan houses, with a total of nineteen (19) bids received, and

WHEREAS on Friday, February 20, 2015, at 11:00 a.m. in City Council Chambers, the bids received were publicly opened and read, and

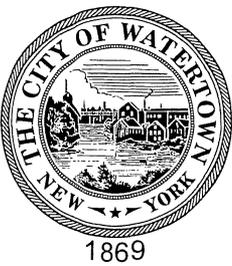
WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department and Stantec Consulting Services Inc., and it is their recommendation that the City Council accept the bid from Lawman Heating and Cooling Inc. in the amount of \$668,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Lawman Heating and Cooling Inc. in the amount of \$668,000 as the lowest qualifying bidder meeting City specifications, for the Plumbing/Fire Protection for the Watertown 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 all contracts associated with implementing the award to Lawman Heating and Cooling Inc.

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 2015-01 – Watertown Ice Arena Renovations – Bid Recommendation
DATE: 3/10/2015

The City's Purchasing Department advertised in the Watertown Daily Times on January 24, 2015 calling for sealed bids for the Watertown Arena Renovation Project. Bid Specifications were filed with the Northern New York and Syracuse Builders Exchange and the Dodge Reports.

Bid Specifications were sent to forty-three (43) vendors and area plan houses. Nineteen (19) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on Friday, February 20, 2015 at 11:00 am, local time. The bid tally is provided below:

Contract #1 – General Contractor

Description	Bette & Cring	Murnane Building Contractors	Northland Associates, Inc.	Purcell Construction Corporation
	Watertown, NY	Whitesboro, NY	Liverpool, NY	Watertown, NY
Lump Sum	\$6,268,000.00	\$6,706,000.00	\$7,432,000.00	\$6,797,000.00
Deduct Alt. 1 - Ice System	\$655,500.00	\$655,000.00	\$797,000.00	\$520,000.00
Deduct Alt. 2 - 2nd Floor	\$8,400.00	\$70,000.00	\$9,500.00	\$3,000.00
Deduct Alt. 3 - Pool House	\$71,300.00	\$3,000.00	\$142,000.00	\$99,000.00
Deduct Alt. 5 - Pavement	\$60,700.00	\$60,000.00	\$81,000.00	\$74,000.00

Contract #2 – Mechanical

Mechanical	Description	Black River Plumbing, Heating and AC, Inc.	Burns Bros Contractors, Inc.	ENI Mechanical, Inc.	Hyde-Stone Mechanical Contractors, Inc.	Lawman Heating and Cooling, Inc.
		Black River, NY	Potsdam, NY	Gouverneur, NY	Watertown, NY	Sackets Harbor, NY
	Lump Sum	\$1,419,800.00	\$1,380,000.00	\$1,374,000.00	\$1,468,032.00	\$1,229,000.00
	Deduct Alt. 2 - 2nd Floor	\$3,400.00	\$17,000.00	\$1,900.00	\$2,453.00	\$1,974.00
	Deduct Alt. 3 - Pool House	\$72,000.00	\$63,000.00	\$72,000.00	\$84,970.00	\$39,800.00

Contract #3 – Plumbing/Fire Protection

Plumbing/ Fire Protection	Description	Brosh Mechanical, Inc.	Hyde-Stone Mechanical Contractors, Inc.	Lawman Heating and Cooling, Inc.
		Liverpool, NY	Watertown, NY	Sackets Harbor, NY
	Lump Sum	\$669,000.00	\$709,725.00	\$668,000.00
	Deduct Alt. 3 - Pool House	\$20,000.00	\$31,875.00	\$21,800.00

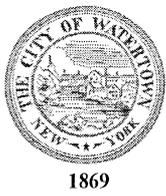
Contract #4 – Electrical

Electrical		Black River Plumbing, Heating and AC, Inc.	Dow Electric, Inc	ENI Mechanical, Inc.	Lawman Heating and Cooling, Inc.	Patricia Electric, Inc.	S&L Electric, Inc.	Watson Electric, Inc.
		Black River, NY	Malone, NY	Gouverneur, NY	Sackets Harbor, NY	Syracuse, NY	Colton, NY	Norwood, NY
	Lump Sum	\$1,094,500.00	\$685,500.00	\$1,162,000.00	\$976,000.00	\$1,085,000.00	\$1,125,000.00	\$1,299,000.00
	Deduct Alt. 2 - 2nd Floor	\$1,400.00	\$14,000.00	\$2,200.00	\$3,000.00	\$3,600.00	\$1,300.00	\$1,950.00
	Deduct Alt. 3 - Pool House	\$23,000.00	\$18,000.00	\$20,200.00	\$22,000.00	\$15,000.00	\$22,000.00	\$26,800.00
	Deduct Alt. 4 - Digital Sign	\$27,000.00	\$25,000.00	\$39,500.00	\$2,000.00	\$25,000.00	\$25,000.00	\$28,000.00
	Deduct Alt. 5 - Pavement	\$7,000.00	\$8,500.00	\$7,200.00	\$4,000.00	\$12,000.00	\$7,000.00	\$14,000.00

It should be noted that Dow Electric, Inc. the apparent low bidder for the electrical contract, withdrew their bid due to a math error. The next lowest bid is Lawman Heating and Cooling, Inc.

The bids were reviewed by the consultant engineering firm Stantec, the Engineering Department and the Purchasing Department to ensure that they meet the required specifications. It is recommended that we accept the bid proposals based on the lowest responsive responsible bid after City Council determines which, if any, alternates to deduct from the award.

If there are any questions concerning this recommendation, please contact me at your convenience.



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 25 February 2014

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Watertown Municipal Arena Upgrade – Bid Recommendation

Sealed Bids for the Arena Renovation project were opened on February 20, 2015. The project is broken into four contracts, by trade, in compliance with Wickes Law. The low bid results for each contract, without selecting any deduct alternate, are as follows:

Contract 1 – General Contract
Bette & Cring
Base Bid = \$6,268,000.00

Contract 3 – Plumbing Contract
Lawman Heating and Cooling, Inc.
Base Bid = \$668,000.00

Contract 2 – Mechanical Contract
Lawman Heating and Cooling, Inc.
Base Bid = \$1,229,000.00

Contract 4 – Electrical Contract
Lawman Heating and Cooling, Inc.
Base Bid = \$976,000.00

Combining all four contracts equates to a total bid award amount of \$9,141,000.00.

DOW Electric, Inc was the apparent low bidder for the electrical contract, but they withdrew their bid due to a math error. Therefore Bette & Cring and Lawman Heating and Cooling, Inc. are the low bidders. Both companies are local, and have solid qualifications to carry out the work. I recommend award of Contract 1 to Bette & Cring, and Contracts 2, 3 and 4 to Lawman Heating and Cooling, Inc.

City Council has the option to select up to (5) five alternates (deducts) which would eliminate some improvements from the project, and lower the total amount of the bid award. Should Council select an alternate, the work listed below will NOT be performed and the deduct amount would be subtracted from the base bid amount(s) above.

Alternate 1 – Ice Systems Deduct Amount = \$655,500.00

Work includes: Demo of existing rink slab, new refrigerant tubing and new concrete slab.

**While the alternate offers significant cost savings upfront, the ice system is well past its useful life. The system functions ok now, but will be operating under a different set of variables and a warmer climate with the proposed improvements which could affect its performance. Should the work be deferred, the City can anticipate a 3-4 month shut down in the future to replace the floor and tubing, albeit the date may not be of the City's choosing.

Alternate 2 – Second Floor Space Build Out Deduct Amount = \$13,374.00

Work includes: Wall, floor, ceiling and HVAC finishes of a 17'x29' second floor "shell" space.

**The "refund" amount of \$13,374 is less than the estimated value of \$20,000 and relatively insignificant compared to the project as a whole if this alternate is selected.

Alternate 3 – Pool House Renovation Deduct Amount = \$154,900.00

Work includes: Construction of a unisex bathroom/shower room as well as extensive renovations of the existing facility to bring the Pool House into ADA compliance.

~~**If the alternate is selected and work is deferred, public access between the Pool House and~~ Arena will be restricted. As stated in previous memos, the ADA upgrades will have to be performed in the near future anyway when a handicap lift is installed, as required by building codes, so the City can take advantage of having a contractor on site now.

Alternate 4 – Marquee Sign Deduct Amount = \$2,000.00

Work includes: Replacement of existing sign along Coffeen Street with a digital sign.

**The value of the work far exceeds \$2,000 and therefore I recommend against selecting this alternate.

Alternate 5 – Additional Paving Deduct Amount = \$64,700.00

Work includes: 16,000 SF of additional asphalt paving, and lighting behind the arena. The paving area will provide hard surface for arena operations and events, as well as 37 parking spaces.

**If this alternate is selected, a smaller area will be paved, and no additional parking will be provided.

For the reasons stated above, it makes sense to keep Alternates 1, 3, and 4 (Ice Systems, Pool House Renovation, and Digital Marquee Sign respectively) in the project, and therefore not select them. Alternates 2 and 5 (Second Floor Space Buildout and Additional Paving) offer value to the project, but are less critical in the overall picture.

A tentative project schedule has been developed with Bette & Cring and Lawman Heating and Cooling with a target completion date in mid November. The schedule is aggressive and as with any large construction project, there will be surprises and field changes which will impact the schedule. It is impractical to guarantee a specific date for completion, however, the contractors understand the City's wishes to provide ice time for its users as early in the season as possible, and will strive to do so. The rink floor is scheduled to be demolished in June and ready for ice in mid November. If the schedule holds, Parks and Recreation staff will need at least a week to prepare the ice surface and arena for use, which leads to a possible opening date by the end of November. The contractor has acknowledged elimination of the rink floor work from the project would save some time, perhaps a matter of a couple weeks but less than a month. While it is possible the facility could be operational in November, it is also possible delays and construction issues could push the opening date into December or later.

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



February 24, 2015

Attention: Justin Wood

City of Watertown
245 Washington Street
Watertown, NY 13601

Dear Justin,

**Reference: Bid No. 2015-01 – Watertown Municipal Arena Renovation
Bid Review and Recommendation**

The City of Watertown Purchasing Agent received bids for the Municipal Arena Renovation Project on February 20, 2014, at 11:00 a.m. The apparent low bidders on this day were as follows:

- Contract 1 – General: Bette & Cring with a Total Base Bid of \$6,268,000.
- Contract 2 – Mechanical: Lawman Heating and Cooling, Inc. with a Total Base Bid of \$1,229,000.
- Contract 3 – Plumbing: Lawman Heating and Cooling, Inc. with a Total Base Bid of \$668,000.
- Contract 4 – Electrical: Dow Electric, Inc. with a Total Base Bid of \$685,500.

There were four (4) accepted General Contract bidders (refer to attached Bid Analysis), who were ranked, from lowest to highest, as follows: Bette & Cring, Murnane Building Contractors, Purcell Construction Corporation, and Northland Associates, Inc. The Stantec Opinion of Probable Cost was \$5,044,470. The Bette & Cring low bid was \$6,268,000, 24% above the Opinion of Probable Cost. In all scenarios regarding the deduct alternates, Bette & Cring would retain the low bid. The overall average for the bids was \$6,800,750 while the bid spread was within +/-10%. This indicates a quality set of documents with a low estimate. Stantec has spoken to Bette & Cring (Joe Cring) regarding their bid and have compared it to the Stantec OPC. The reasons behind the budget being exceeded include, but are not limited to, the following:

- Inaccurate takeoffs. There was significant work completed in the last few weeks of the project, prior to bid, and many items were added and/or increased that were not accounted for in the final OPC. This includes but is not limited to the following:
 - o Intumescent Paint (fire proofing)
 - o Steel tonnage
 - o Fire Rated Glass
 - o Flooring Materials / Area
 - o Excavation



- Bidding environment, based on several bids received by other municipalities on recently bid projects, indicates higher prices than normal. This should be considered a contributing factor

Several of these costs came into the project later in the project and were not captured in the final OPC. In addition, Bette & Cring informed us that they were satisfied with their bid, currently have a normal workload, and can accommodate the needs of this project. Furthermore, they indicated they have developed a draft schedule of the work which indicates a potential November substantial completion. They have also indicated there may be value engineering items to consider which may include material substitutions, project de-scoping, and/or construction efficiency improvements. These can be discussed after award.

There were five (5) accepted Mechanical Contract bidders (refer to attached Bid Analysis), who were ranked, from lowest to highest, as follows: Lawman Heating and Cooling, Inc., ENI Mechanical, Inc, Burns Bros. Contractors, Inc., Black River Plumbing, Heating, and AC, Inc., and Hyde-Stone Mechanical Contractors, Inc. The Stantec Opinion of Probable Cost was \$1,048,094. The Lawman Heating and Cooling, Inc. low bid was \$1,229,000, 17% above the Opinion of Probable Cost. In all scenarios regarding the deduct alternates, Lawman Heating and Cooling, Inc. would retain the low bid. The overall average for the bids was \$1,229,000 while the bid spread was within +/-10%. This indicates a quality set of documents with a low estimate. Stantec has spoken to Lawman Heating and Cooling, Inc. (Christian Lawler) regarding their bid and have compared it to the Stantec OPC. Their bid was within 17% of the Stantec OPC and is representative of a good price taking into consideration final changes in the design, after the final OPC was issued. In addition, Lawman Heating and Cooling, Inc. informed us that they were satisfied with their bid, currently have a normal workload, and can accommodate the needs of this project. Furthermore, they indicated they have no concerns with the schedule of the work. They have also indicated there may be value engineering items to consider which may include material substitutions, project de-scoping, and/or construction efficiency improvements. These can be discussed after award.

There were three (3) accepted Plumbing Contract bidders (refer to attached Bid Analysis), who were ranked, from lowest to highest, as follows: Lawman Heating and Cooling, Inc., Brosh Mechanical, Inc., and Hyde-Stone Mechanical Contractors, Inc. The Stantec Opinion of Probable Cost was \$514,862. The Lawman Heating and Cooling, Inc. low bid was \$668,000, 29% above the Opinion of Probable Cost. In all scenarios regarding the deduct alternates, Lawman Heating and Cooling, Inc. would retain the low bid. The overall average for the bids was \$682,242 while the bid spread was within +/-5%. This indicates a quality set of documents with a low estimate. Stantec has spoken to Lawman Heating and Cooling, Inc. (Christian Lawler) regarding their bid and have compared it to the Stantec OPC. Their bid was within 29% of the Stantec OPC and is representative of a good price taking into consideration final changes in the design, after the final OPC was issued. In addition, Lawman Heating and Cooling, Inc. informed us that they were satisfied with their bid, currently have a normal workload, and can accommodate the needs of this project. Furthermore, they indicated they have no concerns with the schedule of the work.



February 24, 2015
Justin Wood
Page 3 of 4

**Reference: Bid No. 2015-01 – Watertown Municipal Arena Renovation
Bid Review and Recommendation**

They have also indicated there may be value engineering items to consider which may include material substitutions, project de-scoping, and/or construction efficiency improvements. These can be discussed after award.

There were seven (7) accepted Electrical Contract bidders (refer to attached Bid Analysis), who were ranked, from lowest to highest, as follows: Dow Electric, Inc., Lawman Heating and Cooling, Inc., Patricia Electric, Inc., Black River Plumbing, Heating and AC, Inc., S&L Electric, Inc., ENI Mechanical, Inc., and Watson Electric, Inc.. The Dow Electric, Inc., bid was found to have an error and, as such, they rescinded their bid. The Stantec Opinion of Probable Cost was \$667,291. The Lawman Heating and Cooling, Inc. low bid was \$976,000, 46% above the Opinion of Probable Cost. In all scenarios regarding the deduct alternates, Lawman Heating and Cooling, Inc. would retain the low bid. The overall average for the bids was \$1,123,583 while the bid spread was within +/-15%. This indicates a reasonable quality set of documents with a low estimate. Stantec has spoken to Lawman Heating and Cooling, Inc. (Christian Lawler) regarding their bid and have compared it to the Stantec OPC. Their bid was within 49% of the Stantec OPC and is representative of a good price. In addition, Lawman Heating and Cooling, Inc. informed us that they were satisfied with their bid, currently have a normal workload, and can accommodate the needs of this project. Furthermore, they indicated they have no concerns with the schedule of the work. They have also indicated there may be value engineering items to consider which may include material substitutions, project de-scoping, and/or construction efficiency improvements. These can be discussed after award.

There are two contractors representing all four (4) contracts; this is a good scenario in that it will be easier to schedule and coordinate activities. Both contractors have indicated they know and have good working relationships with each other. Stantec is familiar with Bette & Cring having worked with them at Clarkson University and knowing their performance on a similar arena project at SUNY Potsdam. We are not familiar with Lawman Heating and Cooling, Inc., but indications are they are a quality organization.

The construction cost for the project is \$9,141,000. The overall cost, including soft costs, is estimated at \$10.7M. In consideration of the bid alternates, accepting all alternates, the construction cost would be \$8,250,526. In this scenario, the overall estimated cost is \$9.8M.

The OPC provided by Stantec ultimately did not represent the final bid product. This, coupled with an unfriendly bid environment, has provided a project significantly higher in cost than projected. That issue aside, all indications are that a quality team has surfaced through the bid process, the documents are a quality product, the intended schedule is achievable, and there are value engineering items on the table to lessen the cost. As such, Stantec takes no exception in recommending award of the project.



February 24, 2015
Justin Wood
Page 4 of 4

**Reference: Bid No. 2015-01 – Watertown Municipal Arena Renovation
Bid Review and Recommendation**

If you have any questions or require additional information, please give me a call.

Sincerely,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read "Jeri Pickett".

Jeri Pickett, PE, LEED AP
Project Manager
Tel: (585) 413-5341
Fax: (585) 272-1814
Jeri.pickett@stantec.com

Attachment: Bid Analysis

BID ITEMS	BUDGET	CONTRACT 1 - GENERAL CONTRACTORS				BID ANALYSIS			
		Bette & Cring	Murnane Building Contractors	Northland Associates, Inc.	Purcell Construction Corporation	Bid Avg	Variance w/ Budget	Low Bid	Variance w/ Budget
		Watertown, NY	Whitesboro, NY	Liverpool, NY	Watertown, NY				
Lump Sum	\$5,044,470	\$6,268,000	\$6,706,000	\$7,432,000	\$6,797,000	\$6,800,750	35%	\$ 6,268,000	24%
Deduct Alt. 1 - Ice System	\$650,000	\$655,500	\$655,000	\$797,000	\$520,000	\$656,875	1%	Low Bid w/ Deduct	Variance w/ Budget
Deduct Alt. 2 - 2nd Floor	\$10,000	\$8,400	\$70,000	\$9,500	\$3,000	\$22,725	127%	\$5,472,100.00	29%
Deduct Alt. 3 - Pool House	\$80,000	\$71,300	\$3,000	\$142,000	\$99,000	\$78,825	-1%	Bid Avg to Low Bid Ratio	7.8%
Deduct Alt. 5 - Pavement	\$70,000	\$60,700	\$60,000	\$81,000	\$74,000	\$68,925	-2%	Bid Avg to High Bid Ratio	-9.3%
Total Minus Deduct	\$4,234,470	\$5,472,100	\$5,918,000	\$6,402,500	\$6,101,000	\$5,973,400	41%		

BID ITEMS	BUDGET	CONTRACT 2 - MECHANICAL CONTRACTORS					BID ANALYSIS			
		Black River Plumbing, Heating and AC, Inc.	Burns Bros Contractors, Inc.	ENI Mechanical, Inc.	Hyde-Stone Mechanical Contractors, Inc.	Lawman Heating and Cooling, Inc.	Bid Avg	Variance w/ Budget	Low Bid	Variance w/ Budget
		Black River, NY	Potsdam, NY	Gouverneur, NY	Watertown, NY	Sackets Harbor, NY				
Lump Sum	\$1,048,094	\$1,419,800	\$1,380,000	\$1,374,000	\$1,468,032	\$1,229,000	\$1,374,166	31%	\$1,229,000	17%
Deduct Alt. 2 - 2nd Floor	\$3,000	\$3,400	\$17,000	\$1,900	\$2,453	\$1,974	\$5,345	78%	Low Bid w/ Deduct	Variance w/ Budget
Deduct Alt. 3 - Pool House	\$70,000	\$72,000	\$63,000	\$72,000	\$84,970	\$39,800	\$66,354	-5%	\$1,187,226	22%
Total Minus Deduct	\$975,094	\$1,344,400	\$1,300,000	\$1,300,100	\$1,380,609	\$1,187,226	\$1,302,467	34%	Bid Avg to Low Bid Ratio	10.6%
									Bid Avg to High Bid Ratio	-6.8%

BID ITEMS	BUDGET	CONTRACT 3 - PLUMBING CONTRACTORS			BID ANALYSIS			
		Brosh Mechanical, Inc.	Hyde-Stone Mechanical Contractors, Inc.	Lawman Heating and Cooling, Inc.	Bid Avg	Variance w/ Budget	Low Bid	Variance w/ Budget
		Liverpool, NY	Watertown, NY	Sackets Harbor, NY				
Lump Sum	\$514,862	\$669,000.00	\$709,725.00	\$668,000.00	\$682,242	33%	\$668,000	29.7%
Deduct Alt. 3 - Pool House	\$20,000	\$20,000.00	\$31,875.00	\$21,800.00	\$24,558	23%	Low Bid w/ Deduct	Variance w/ Budget
Total Minus Deduct	\$494,862	\$649,000	\$677,850	\$646,200	\$657,683	33%	\$646,200	31%
							Bid Avg to Low Bid Ratio	2.1%
							Bid Avg to High Bid Ratio	-4.0%

BID ITEMS	BUDGET	CONTRACT 4 - ELECTRICAL CONTRACTORS							BID ANALYSIS*			
		Dow Electric, Inc*	Black River Plumbing, Heating and AC, Inc.	ENI Mechanical, Inc.	Lawman Heating and Cooling, Inc.	Patricia Electric, Inc.	S&L Electric, Inc.	Watson Electric, Inc.	Bid Avg	Variance w/ Budget	Low Bid	Variance w/ Budget
		Malone, NY	Black River, NY	Gouverneur, NY	Sackets Harbor, NY	Syracuse, NY	Colton, NY	Norwood, NY				
Lump Sum	\$667,291	\$685,500	\$1,094,500	\$1,162,000	\$976,000	\$1,085,000	\$1,125,000	\$1,299,000	\$1,123,583	68%	\$976,000	46%
Deduct Alt. 2 - 2nd Floor	\$7,000	\$14,000	\$1,400	\$2,200	\$3,000	\$3,600	\$1,300	\$1,950	\$2,242	-68%	Low Bid w/ Deduct	Variance w/ Budget
Deduct Alt. 3 - Pool House	\$30,000	\$18,000	\$23,000	\$20,200	\$22,000	\$15,000	\$22,000	\$26,800	\$21,500	-28%	\$945,000	69%
Deduct Alt. 4 - Digital Sign	\$50,000	\$25,000	\$27,000	\$39,500	\$2,000	\$25,000	\$25,000	\$28,000	\$24,417	-51%	Bid Avg to Low Bid Ratio	13.1%
Deduct Alt. 5 - Pavement	\$20,000	\$8,500	\$7,000	\$7,200	\$4,000	\$12,000	\$7,000	\$14,000	\$8,533	-57%	Bid Avg to High Bid Ratio	-15.6%
Total Minus Deduct	\$560,291	\$620,000	\$1,036,100	\$1,092,900	\$945,000	\$1,029,400	\$1,069,700	\$1,228,250	\$1,066,892	90%		

*Bid Retracted due to lighting package price omission

Ord No. 1

March 10, 2015

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Bond Ordinance – Arena Rehabilitation Design

Earlier tonight City Council was presented with agreements with Stantec Consulting Services, Bette & Cring and Lawman Heating and Cooling for the design and construction costs for the Arena rehabilitation project. Approval of those agreements was contingent upon approval of the attached amended bond ordinance for the project.

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

Stantec		
-Base contract	\$ 99,790	
-Change order #1	510,403	
-Change order #2	<u>78,000</u>	\$ 688,193
Bette & Cring (General Construction)		6,268,000
Lawman Heating & Cooling (Mechanical)		1,229,000
Lawman Heating & Cooling (Plumbing/Fire Protection)		668,000
Lawman Heating & Cooling (Electrical)		976,000
Furniture, fixtures and equipment (estimate)		175,000
Construction inspection (estimate)		150,000
Special inspection & testing (estimate)		50,000
Air monitoring (estimate)		20,000
Geotech services and hazardous material testing (estimate)		35,000
Bonding and contingency costs		<u>40,807</u>
Total Bond Ordinance		<u>\$ 10,300,000</u>

The following represents the estimated debt service schedules under the allowable repayment methods for municipal debt and the impact to the current year property tax levy. Municipal debt may be repaid under two different methodologies – level debt service or level principal payments. The City typically has repaid our debt under the level principal method as it results in less interest expense over the life of the bond.

Debt Service with Level Annual Debt Service

Fiscal Year	Principal Payment	Interest Payment @ 3.25%	Total Debt Service
2015 - 2016	\$ 270,000	\$ 334,750	\$ 604,750
2016 - 2017	280,000	325,975	605,975
2017 - 2018	290,000	316,875	606,875
2018 - 2019	300,000	307,450	607,450
2019 - 2020	310,000	297,700	607,700
2020 - 2021	320,000	287,625	607,625
2021 - 2022	330,000	277,225	607,225
2022 - 2023	340,000	266,500	606,500
2023 - 2024	355,000	255,450	610,450
2024 - 2025	365,000	243,913	608,913
2025 - 2026	375,000	232,050	607,050
2026 - 2027	390,000	219,863	609,863
2027 - 2028	400,000	207,188	607,188
2028 - 2029	415,000	194,188	609,188
2029 - 2030	425,000	180,700	605,700
2030 - 2031	440,000	166,888	606,888
2031 - 2032	455,000	152,588	607,588
2032 - 2033	470,000	137,800	607,800
2033 - 2034	485,000	122,525	607,525
2034 - 2035	505,000	106,763	611,763
2035 - 2036	520,000	90,350	610,350
2036 - 2037	540,000	73,450	613,450
2037 - 2038	555,000	55,900	610,900
2038 - 2039	575,000	37,863	612,863
2039 - 2040	<u>590,000</u>	<u>19,175</u>	<u>609,175</u>
	<u>\$ 10,300,000</u>	<u>\$ 4,910,750</u>	<u>\$ 15,210,750</u>

		Percent Increase to Levy
Projected FY 2015-16 Debt Service	\$ 604,750	<u>7.28%</u>
FY 2014-15 Property Tax Levy	\$ 8,302,601	

Debt Service with Level Principal Payments

Fiscal Year	Principal Payment	Interest Payment @ 3.25%	Total Debt Service
2015 - 2016	\$ 412,000	\$ 334,750	\$ 746,750
2016 - 2017	412,000	321,360	733,360
2017 - 2018	412,000	307,970	719,970
2018 - 2019	412,000	294,580	706,580
2019 - 2020	412,000	281,190	693,190
2020 - 2021	412,000	267,800	679,800
2021 - 2022	412,000	254,410	666,410
2022 - 2023	412,000	241,020	653,020
2023 - 2024	412,000	227,630	639,630
2024 - 2025	412,000	214,240	626,240
2025 - 2026	412,000	200,850	612,850
2026 - 2027	412,000	187,460	599,460
2027 - 2028	412,000	174,070	586,070
2028 - 2029	412,000	160,680	572,680
2029 - 2030	412,000	147,290	559,290
2030 - 2031	412,000	133,900	545,900
2031 - 2032	412,000	120,510	532,510
2032 - 2033	412,000	107,120	519,120
2033 - 2034	412,000	93,730	505,730
2034 - 2035	412,000	80,340	492,340
2035 - 2036	412,000	66,950	478,950
2036 - 2037	412,000	53,560	465,560
2037 - 2038	412,000	40,170	452,170
2038 - 2039	412,000	26,780	438,780
2039 - 2040	412,000	13,390	425,390
	<u>\$ 10,300,000</u>	<u>\$ 4,351,750</u>	<u>\$ 14,651,750</u>

Interest Savings with Level Principal Payments \$ 559,000

		Percent Increase to Levy
Projected FY 2015-16 Debt Service	<u>\$ 746,750</u>	<u>8.99%</u>
FY 2014-15 Property Tax Levy	\$ 8,302,601	

The following is a comparison of the City's current Fiscal Year 2014-15 General Fund debt service expense and the projected debt service for Fiscal Year 2015-16.

Fiscal Year 2015-16

<u>DATE OF ISSUE</u>	<u>DATE OF MATURITY</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>	<u>BALANCE @ END OF FY</u>
12/1/83	12/1/2017	\$ 20,000	\$ 3,840	\$ 23,840	\$ 30,000
5/1/2006	11/1/2015	25,000	579	25,579	-
2/15/2008	2/15/2023	223,000	47,385	270,385	1,078,000
2/11/2009	9/15/2018	200,500	21,293	221,793	577,500
6/15/2010	12/15/2024	91,000	22,540	113,540	617,000
4/15/2011 A	11/15/2025	130,000	58,788	188,788	1,555,000
4/15/2011 B	5/15/2020	93,425	4,616	98,041	73,384
4/15/2011 C	11/15/2022	285,000	131,035	416,035	2,380,000
6/28/2011	6/15/2021	169,500	26,160	195,660	702,500
6/12/2013	10/15/2027	61,800	21,095	82,895	651,600
4/10/2014 A	4/1/2024	117,000	14,450	131,450	642,000
6/18/2014	11/15/2023	560,618	44,724	605,342	1,776,217
<u>Projected new debt to be issued:</u>					
	Projected (@ level				
Arena Rehabilitation	principal)	412,000	334,750	746,750	9,888,000
Factory Street Recon.	Projected	220,000	100,740	320,740	3,098,000
Ogilvie Site Remediation	Projected	20,000	6,000	26,000	180,000
TOTAL		<u>\$2,628,843</u>	<u>\$ 837,995</u>	<u>\$3,466,838</u>	<u>\$23,249,201</u>

Fiscal Year 2014-15

<u>DATE OF ISSUE</u>	<u>DATE OF MATURITY</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>TOTAL</u>	<u>BALANCE @ END OF FY</u>
12/1/83	12/1/2017	\$ 20,000	\$ 5,760	\$ 25,760	\$ 50,000
1/15/2005	1/15/2024	435,777	83,262	519,039	1,622,835
11/15/2005	11/15/2020	164,000	33,530	197,530	714,000
5/1/2006	11/1/2015	25,000	1,719	26,719	25,000
2/15/2008	2/15/2023	223,000	54,912	277,912	1,301,000
2/11/2009	9/15/2018	205,500	27,126	232,626	778,000
6/15/2010	12/15/2024	166,000	26,555	192,555	708,000
4/15/2011 A	11/15/2025	125,000	62,138	187,138	1,685,000
4/15/2011 B	5/15/2020	118,425	7,280	125,705	166,809
4/15/2011 C	11/15/2022	275,000	141,892	416,892	2,665,000
6/28/2011	6/15/2021	167,500	31,185	198,685	872,000
6/12/2013	10/15/2027	62,800	22,963	85,763	713,400
4/10/2014 A	4/1/2024	111,000	15,911	126,911	759,000
TOTAL		<u>\$2,099,002</u>	<u>\$ 514,233</u>	<u>\$2,613,235</u>	<u>\$12,060,044</u>

Projected Increase / (Decrease) in FY 2015-16

Debt Service \$ 529,841 \$ 323,762 **\$ 853,603**

Other Pending Capital Projects that would impact Fiscal Year 2016-17 debt service:

City Court Renovations	\$ 106,667	\$48,000	\$154,667	\$1,493,333
Fire Engine	\$ 55,000	\$16,500	\$71,500	\$495,000

ORDINANCE

YEA	NAY

An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 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 to \$10,300,000 and to Increase the Amount of Bonds Authorized by \$9,750,000

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.
 Total

Introduced by

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on March 16, 2015, 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 MARCH 16, 2015.

WHEREAS, by ordinance dated March 17, 2014, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$550,000 bonds of said City to pay part of the \$550,000 estimated maximum cost of the design for the 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, a specific object or purpose, in and for the City of Watertown, Jefferson County, New York; and

WHEREAS, no obligations have been issued under such ordinance;

WHEREAS, the Council now wishes to expand the object or purpose to include all costs of reconstruction and expansion, rather than only the design costs, to increase the estimated maximum cost from \$550,000 to \$10,300,000, an increase of \$9,750,000 over that previously authorized and to increase the amount of bonds authorized from \$550,000 to \$10,300,000;

ORDINANCE

An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 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 to \$10,300,000 and to Increase the Amount of Bonds Authorized by \$9,750,000

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

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, 2 and 3 of the ordinance of this Council dated and duly adopted March 17, 2014 authorizing the issuance of \$550,000 bonds to pay the estimated maximum cost of the design for the 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, 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 \$10,300,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COSTS OF THE 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 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, there are hereby authorized to be issued \$10,300,000 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 \$10,300,000 and that the plan for the financing thereof is by the issuance of the \$10,300,000 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 current funds to pay part of the cost of the aforesaid specific object or purpose.

ORDINANCE

An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 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 to \$10,300,000 and to Increase the Amount of Bonds Authorized by \$9,750,000

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid object or purpose is twenty-five years, pursuant to subdivision twelve of paragraph a of Section 11.00 of the Local Finance Law, as the Fairgrounds Arena to be reconstructed, and the expansion thereof, is and shall be a class "A" building within the meaning of subdivision eleven of said paragraph a."

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

ORDINANCE

YEA	NAY

An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 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 to \$10,300,000 and to Increase the Amount of Bonds Authorized by \$9,750,000

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.
 Total

The ordinance was thereupon declared duly adopted.
 * * *

APPROVED BY THE MAYOR

_____, 2015.
 Mayor

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

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

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on March 16, 2015, 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

ORDINANCE

An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 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 to \$10,300,000 and to Increase the Amount of Bonds Authorized by \$9,750,000

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

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

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

Designated Location(s) of Posted Noticed Date of Posting

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on March __, 2015.

 City Clerk

(CORPORATE SEAL)

March 10, 2015

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Bond Ordinance – Arena Rehabilitation Design

Consideration of this Ordinance is dependent upon the action taken earlier this evening on the resolutions for the Watertown Ice Arena Renovations.

Earlier tonight City Council was presented with agreements with Stantec Consulting Services, Bette & Cring and Lawman Heating and Cooling for the design and construction costs for the Arena rehabilitation project. Even if the construction bids were not approved, the attached amended bond ordinance for the project should still be considered if the agreement with Stantec was approved. Please note that the base contract with Stantec was funded with the \$120,000 transferred to the Capital Fund per the Fiscal Year 2011-12 Budget for the Arena Fire Protection Upgrades project that was put on hold due to the overall Arena rehabilitation project. The ultimate amount that would be borrowed would be \$605,000.

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

Stantec		
-Base contract	\$ 99,790	
-Change order #1	510,403	
-Change order #2	<u>78,000</u>	\$ 688,193
CME (sub-surface exploration)		7,181
GYMO (hazardous materials testing)		3,454
Bonding and miscellaneous costs		<u>26,172</u>
Total Bond Ordinance		<u>\$ 725,000</u>

ORDINANCE

An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$725,000

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.
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 March 16, 2015, 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 MARCH 16, 2015.

WHEREAS, by ordinance dated March 17, 2014, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$550,000 bonds of said City to pay the costs of the \$550,000 estimated maximum cost of the design for the 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, a specific object or purpose, in and for the City of Watertown, Jefferson County, New York; and

WHEREAS, no obligations have been issued under such ordinance;

ORDINANCE

YEA	NAY

An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Reconstruction and Expansion of the City’s Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$725,000

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.
 Total

WHEREAS, the Council now wishes to increase the estimated maximum cost and the amount of bonds authorized for the design for the reconstruction and expansion of the City’s Fairgrounds Arena from \$550,000 to \$725,000, in both instances an increase of \$175,000 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 dated and duly adopted March 14, 2015 authorizing the issuance of \$550,000 bonds to pay the estimated maximum cost of the design for the 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, 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 \$725,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COSTS OF THE DESIGN FOR THE 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 for the 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 \$725,000 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 \$725,000 and that the plan for the financing thereof is by the issuance of the \$725,000 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

	YEA	NAY
Council Member BURNS, Roxanne M.		
Council Member BUTLER, Joseph M. Jr.		
Council Member JENNINGS, Stephen A.		
Council Member MACALUSO, Teresa R.		
Mayor GRAHAM, Jeffrey E.		
Total		

An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$725,000

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.
 Total

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

ORDINANCE

An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$725,000

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Page 4 of 5

The ordinance was thereupon declared duly adopted.
* * *

APPROVED BY THE MAYOR

_____, 2015.
Mayor

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

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

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on March 16, 2015, 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

ORDINANCE

YEA	NAY

An Ordinance Amending the Ordinance Dated March 17, 2014, Authorizing the Issuance of \$550,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Reconstruction and Expansion of the City’s Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$725,000

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.
 Total

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

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

Designated Location(s) of Posted Noticed Date of Posting

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on March __, 2015.

 City Clerk
 (CORPORATE SEAL)

Public Hearing – 7:30 p.m.

March 11, 2015

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planner

Subject: Community Development Block Grant 2014 Annual Action Plan
Amendment Public Hearing

A Public Hearing has been scheduled for 7:30 p.m. on March 16, 2015, as part of a proposed amendment to the City's Consolidated Plan and 2014 Annual Action Plan for the CDBG Program. When HUD approved our plan last fall, they did so with the recommendation that the City amend the plan once locations for our proposed public improvement activities were determined.

Now that the project area for the CDBG sidewalk program and tree planting program has been established as Gaffney Drive, Staff has drafted an amendment to the 2014 plan as requested by HUD. As part of the amendment process, the City must hold a public hearing to solicit public comments and allow residents to determine the extent to which they would or would not be affected by the proposed activities.

In addition to the public hearing, the amended plan has been made available during a 30-day public review period in the Planning Office, the City Clerk's Office, at the Watertown Housing Authority's Office and the Flower Memorial Library. It is also available on the City's website. After the 30-day public review period ends on March 31, 2015, Staff will present the amendment to the City Council for approval.

Public Hearing – 7:30 p.m.

March 11, 2015

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planner

Subject: Community Development Block Grant 2015 Annual Action Plan
Public Hearing

A Public Hearing has been scheduled for 7:30 p.m. on March 16, 2015, as part of the effort to gather public input for the preparation of the 2015 Community Development Block Grant (CDBG) Annual Action Plan.

The City of Watertown has been allocated \$784,662 by the U.S. Department of Housing and Urban Development for FY 2015. The City's CDBG program year is July 1 to June 30.

Use of CDBG funds must meet one of the three national objectives:

1. Benefit low and moderate income person,
2. Aid in the prevention or elimination of slums or blight, or
3. Meet a need having a particular urgency.

Seventy percent of the funds must be spent on the first objective. The low and moderate income (LMI) limits are listed below. A map showing LMI percentages by Census Block Group is attached.

Family Size	Low	Moderate
• 1 Person	\$21,450	\$34,300
• 2 Person	\$24,500	\$39,200
• 3 Person	\$27,550	\$44,100
• 4 Person	\$30,600	\$48,950
• 5 Person	\$33,050	\$52,900
• 6 Person	\$35,500	\$56,800
• 7 Person	\$37,950	\$60,700
• 8 Person	\$40,400	\$64,650

The City's goals in our adopted Consolidated Plan are as follows:

1. Neighborhood Stabilization and Revitalization
2. Affordable Housing Rehabilitation
3. Homeless Assistance
4. Planning and Administration

Eligible activities under our adopted Consolidated Plan include:

1. Housing
2. Public facilities and improvements
3. Public services
4. Planning and administration.

Examples of housing activities include:

1. Homeownership assistance
2. Owner occupied rehabilitation
3. Rental rehabilitation
4. Housing services
5. Construction of new housing (under very limited circumstances)

Examples of public facilities and improvements include:

1. Neighborhood facilities including but not limited to libraries, recreational facilities, parks and playgrounds
2. Infrastructure improvements, including but not limited to streets, sidewalks and water and sewer lines
3. Facilities for persons with special needs, such as homeless or domestic violence shelters, nursing homes, or group homes for the disabled.

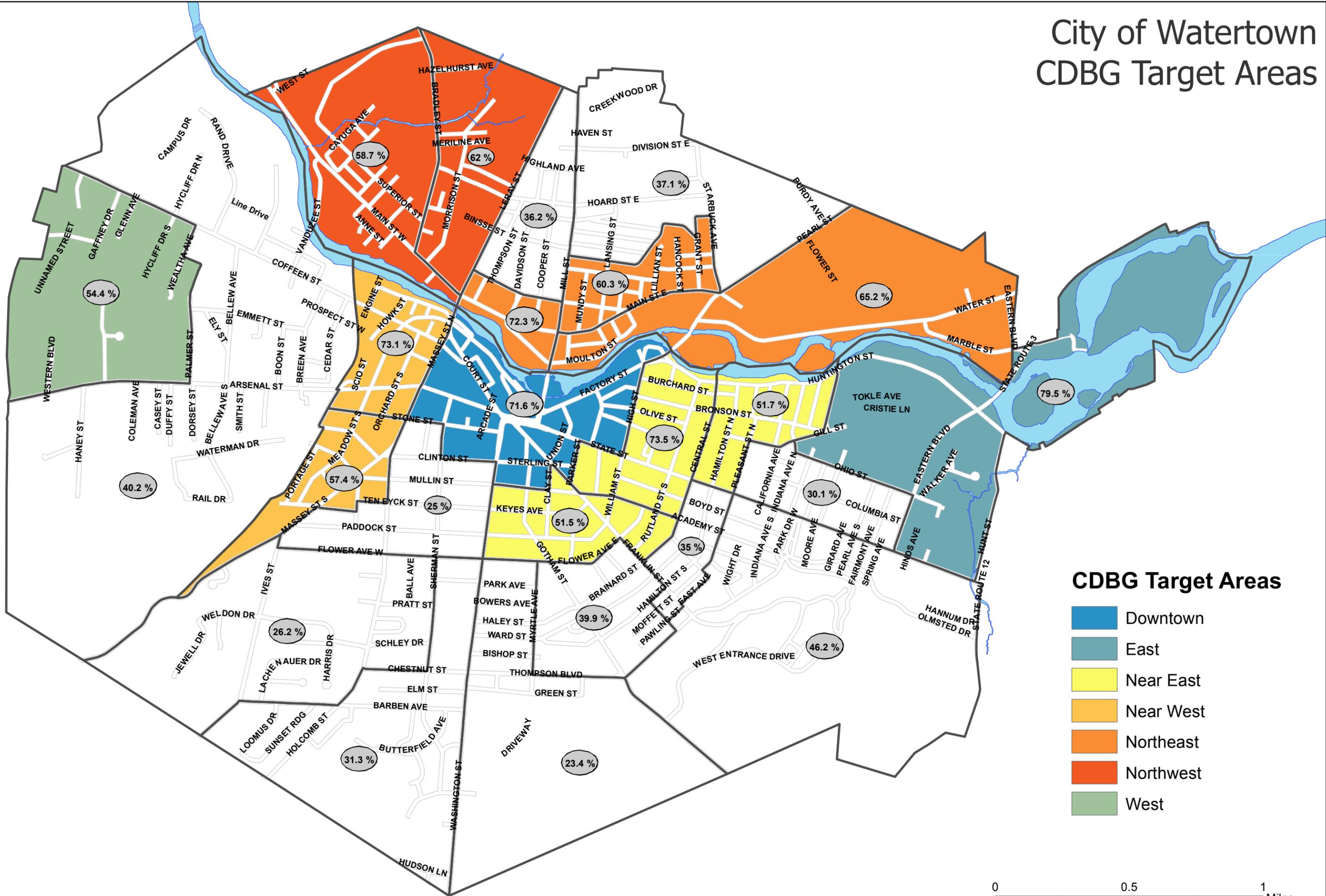
A fundable public service must be a new service or quantifiable increase in the level of an existing service. Examples include:

1. Job training and employment services
2. Healthcare and substance abuse services
3. Child care
4. Crime prevention
5. Fair housing counseling
6. Education programs
7. Services for senior citizens
8. Services for homeless persons
9. Recreational services.

Planning and administration can include:

1. Comprehensive plans
 2. Community development plans
 3. Functional plans
 4. Other plans and studies
 5. Policy planning
 6. General management oversight and coordination
 7. Public information
 8. Fair housing activities
 9. Indirect costs
 10. Submission of applications for Federal programs
-

City of Watertown CDBG Target Areas



CDBG Target Areas

- Downtown
- East
- Near East
- Near West
- Northeast
- Northwest
- West



Tabled

March 10, 2015

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Authorizing Public Auction for Sale of City Owned Property

At the March 2, 2015 meeting, City Council tabled the attached resolution providing for a May 4, 2015 auction of the property at 138 Court Street. City Staff has been directed to market the property to developers providing a plan for the future of this parcel.

As Staff continues to develop a private bid process that will be presented to City Council for approval, it is my recommendation that this resolution be removed from the table and defeated at this time.

RESOLUTION

Page 1 of 2

Authorizing Public Auction for Sale of City Owned Property

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.

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

Total

Introduced by

Council Member Roxanne M. Burns

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:

Table with 2 columns: Parcel Number, Address. Row: 7-01-126.000, 138 Court Street

And,

WHEREAS title to 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 4th day of May, 2015, 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:

RESOLUTION

Page 2 of 2

Authorizing Public Auction for Sale of City Owned Property

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

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

<u>Parcel Number</u>	<u>Address</u>	<u>Minimum Bid</u>
7-01-126.000	138 Court Street	\$ 25,000

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 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 Council Member Teresa R. Macaluso

Tabled

March 11, 2015

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Intergovernmental Agreement Relative to Dog Control Services With County of Jefferson

The City of Watertown has successfully worked with Jefferson County to provide Dog Control Services as required by New York State Law since 1999. The City and County have worked diligently to draft a new agreement which is mutually acceptable to both parties. Although the previous agreement had expired in 2009, the County continued to provide dog control services for the City of Watertown. The attached successor agreement is for a five-year term expiring on December 31, 2019. This has been reviewed by City Attorney Slye.

The attached Resolution was introduced and Tabled on December 15, 2014, as there were additional questions raised by City Council concerning after hours coverage for dog control services and the fee structure. After meeting with the County Administrator and the Supervising Dog Control Officer, the agreement has been modified to include language to address these concerns.

Attached for City Council consideration is a resolution approving an Intergovernmental Agreement Relative to Dog Control Services.

RESOLUTION

Page 1 of 1

Approving Intergovernmental Agreement
Relative to Dog Control Services With
County of Jefferson

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

Council Member Stephen A. Jennings

WHEREAS New York State Law requires the City of Watertown to provide the services of a Dog Control Officer and maintain a shelter for dogs, and

WHEREAS the City has the ability to contract with another municipal corporation to provide the services required by law, and

WHEREAS the County of Jefferson has provided Dog Control Service to the towns within the County for a number of years, and

WHEREAS the City of Watertown and the County of Jefferson have successfully consolidated their functions and facilities used for Dog Control since 1999,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Intergovernmental Agreement Relative to Dog Control Services, a copy of which is attached and made part of this resolution, and

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

Seconded by Council Member Joseph M. Butler Jr.

INTERGOVERNMENTAL AGREEMENT RELATIVE TO DOG CONTROL SERVICES

This sets forth an Agreement made the _____ day of _____, 2015, by and between the County of Jefferson (the "County"), with municipal offices located at 195 Arsenal Street, Watertown, New York 13601, and the City of Watertown (the "City"), with municipal offices located at 245 Washington Street, Watertown, New York 13601.

Recitals

Article 7 of the New York Agriculture and Markets Law requires the City to provide the services of a dog control officer and to maintain a shelter for dogs.

Under Section 115 of the New York Agriculture and Markets Law, the City may contract with another municipal corporation to provide the services required to be provided by the City.

The County has the authority, facilities and personnel to provide the required dog control services under contract with the City; to that end, it has successfully done so for sixteen years, thus provided operational efficiencies and better overall service to all taxpayers within Jefferson County.

Both the City and County wish to extend the intermunicipal agreement for dog control services because it is in the parties best interest to do so.

Agreement

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

1. Term:

This Inter-Municipal Agreement shall be for a term of five (5) years, beginning on January 1, 2015 and ending on December 31, 2019.

2. Obligations of the County:

- a. The County shall provide the City with the dog control services required by Article 7 of the New York Agriculture and Markets Law and will enforce certain provisions of Chapter 81 of the Watertown City Code, Article I (Sections 81-1, 81-5.1, 81-6, 81-9 and 81-13), Article IA and Article IV, as may be amended, and is hereby included in Addendum A.
- b. The County shall provide and maintain a shelter for seized dogs; will properly care for all dogs in such shelter; will make available for adoption seized dogs not redeemed as provided for in the City Code and when required will make necessary arrangements to humanely euthanize. The shelter shall at all times during the term of this Agreement be under the care and charge of the County and shall be open to the public at reasonable hours.

- c. The County shall adhere to all provisions of Article 7 regarding the seizure, holding, care, redemption and disposition of seized dogs, and will keep all records required by New York Agriculture and Markets Law.
- d. The County shall collect and retain all impoundment fees.
- e. Enumeration services will be provided annually, with approximately one half of the city being done each year. The Dog Control Office shall notify the City Clerk in advance of the provision of these services.
- f. The County shall maintain complete financial records concerning the operation of the dog shelter and its dog control services. The County shall submit an annual program report to the City on or about January 31st of the following year.
- g. The City hereby authorizes the County Dog Control Officer to prosecute actions arising under Section 118 (1) of the Agriculture and Markets Law as violations under the Penal Law. The County will prepare all paperwork necessary for the prosecution of violations of the City Code, and the County's dog control officers will cooperate with the City Attorney for those prosecutions.
- h. The County shall report to the City every 30 days, in a clear and legible manner, the name, address and contact number of City residents responsible for adopting a dog from the County shelter.
- i. The County shall be responsible for removing all dog carcasses from public property within the City.
- j. The County shall investigate the status of an unlicensed dog, as documented in the City's monthly report, and will provide to the City a monthly report which includes the status of the dog, the attempt(s) to contact the owner, and the issue of an appearance ticket, if required.
- k. Inclusive of Dog Control Services is coverage within the City after normal office hours. The nature of such services is hereby included in Addendum B.

3. Obligations of the City:

- a. Prior to the adoption of any amendments to Chapter 81 of the Watertown Municipal Code, the City will notify the County. A copy of Chapter 81 of the Watertown Municipal Code as included in Addendum A.
- b. The City shall remit \$91,500 to the County for 2014 services in the City's Fiscal Year 2014-15; the City shall remit \$93,788 to the County for 2015 services in the City's Fiscal Year 2015-16. In subsequent years, the amount

the City pays will be adjusted by the lesser of the C.P.I. or the overall percentage increase in operational expenses, less revenue, from the prior year.

- c. In addition to the money described in sub-paragraph b, the City shall remit to the County, on a monthly basis, a portion of all license fees collected by it in the preceding month equal to \$2.50 per dog.
- d. The City shall be responsible for the removal and disposition of animal carcasses on City-owned property.
- e. The City shall remit to the County on a monthly basis, a report of owners whose dog's license has expired.

4. Severability:

If any portion of this Agreement is determined to be invalid by a Court of Law, such invalidity shall not render invalid any remaining portions of this Agreement.

5. Obligation Limited to Funds Available:

The County shall provide the services herein agreed upon within the confines of the funds available therefor and no funds shall be raised by taxation by the County to finance said dog control program.

6. Amendment and/or Modification:

The parties hereto agree that this agreement may be revised, amended and/or modified only in writing, signed by all parties and attached hereto.

7. Termination:

This agreement may be terminated by either party at the end of any calendar year by the giving of notice in writing at least six months prior to the end of said calendar year, said six month period to commence on the day of mailing of said notice.

8. No Waiver:

In the event that the terms and conditions of this agreement are not strictly enforced by the County, such non-enforcement shall not act or be deemed to act as a waiver or modification of this agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this agreement thereafter.

9. Compliance With All Laws:

The County agrees that during the performance of the work required pursuant to this agreement, the County and all employees working under its direction and within the scope of

employment shall comply with all applicable federal, state, and local laws, ordinances, rules, and/or regulations controlling or limiting in any way the performance of the work required by this agreement. Any and all provisions required by law to be incorporated into this agreement shall be deemed to be inserted herein, and this agreement shall be read and enforced in conformance with such provision(s).

10. Right of County to Subcontract Services:

The County retains the right to subcontract for veterinarian, euthanising and cremation services or any other services not enumerated and/or otherwise required under this Agreement.

11. Choice of Law:

This agreement shall be governed by and under the laws of the State of New York. In the event of a dispute between the parties under this agreement, venue for resolution of such dispute shall be the County of Jefferson, New York.

12. Notices:

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may be designated hereafter in writing by either party:

Notice to the County:

County Administrator's Office
195 Arsenal Street
Watertown, NY 13601

Notice to the City:

City Manager's Office
245 Washington Street
Watertown, NY 13601

13. Extent of Agreement:

This agreement constitutes the entire integrated agreement between and among the parties hereto.

All of the above was established by the following signatures authorized by the respective parties.

Dated: _____

The City of Watertown

By: _____

Dated: _____

The County of Jefferson

By: _____

Addendum A: Chapter 81 of Watertown Municipal Code

§ 81-1 Licensing [Amended 12-6-2010 by L.L. No. 4-2010]

No person shall own or harbor a dog except as provided herein.

- A. All dogs in the City of Watertown, unless otherwise exempted, must be licensed with the City Clerk by the age of four months, have license tags, and are required to present a current certificate of rabies at the time of licensing or the renewal of an existing license. Dogs of any age which are held at a shelter, pursuant to a contract or agreement with the County of Jefferson or a duly incorporated society for the prevention of cruelty to animals, humane society or dog protective association do not have to be licensed.
- B. Any dog harbored within the City of Watertown which is owned by a resident of New York City or licensed by the City of New York, or which is owned by a nonresident of New York State and licensed by a jurisdiction outside the State of New York, shall for a period of 30 days be exempt from the licensing and identification provisions of this section.
- C. All dog licenses shall be for a period of one year and will expire at the end of the month one year from the date of issue. Municipal identification tags will be issued by the City Clerk.
- D. Fees for licensing dogs. The fee for a spayed or neutered dog will be \$10, (which includes the assessment of a surcharge of \$1 for the purpose of carrying out animal population control), and the fee for an unspayed or unneutered dog will be \$20 (which includes the assessment of a surcharge of \$3 for the purpose of carrying out animal population control), with such fees being reviewed by the City Council periodically and which may be changed by a resolution of the City Council, if deemed necessary.
- E. Enumeration fee. When, and if, the City Council determines the need for a dog enumeration, a fee of \$5 will be assessed to all dogs found unlicensed, or upon license renewal, at the time the enumeration is conducted.
- F. Purebred/kennel license. The City of Watertown will not be issuing purebred or kennel licenses. All dogs will be licensed individually as per fee system stated above.
- G. Service dogs. The City of Watertown will issue exempt license(s) for any guide dog, service dog, hearing dog, detection dog, search dog, working dog or therapy dog upon presentation of a current certificate of rabies.
- H. The City of Watertown does not authorize the licensing of dogs by a shelter.

- I. All dog licenses and municipal identification tags may be purchased by visiting the City Clerk's office or by regular mail. If licensing or renewing a license by mail, the appropriate fee must accompany the forms. There will be no refund of fees.
- J. All fees will be used in funding the administration of this chapter.

§ 81-5.1 Removal of Feces [Added 4-2-1990]

An owner or person having custody of any dog or any other animal shall not permit said dog or any other animal to defecate on any school ground, public street, alley, sidewalk, tree bank, park or other public grounds or on any private property within the City, other than the premises of the owner or person having custody of said dog or other animal, unless said defecation is removed immediately.

§ 81-6 Running at Large [Added 8-28-1962]

- A. An owner of a dog or dogs shall not permit such dog or dogs, whether licensed or unlicensed, to become a public nuisance.
- B. A dog shall be presumed to be a public nuisance if it shall:
 - (1) Consistently or persistently bark or howl or whine or snarl or growl.
 - (2) Cause personal injury.
 - (3) Cause damage to personal property.
 - (4) Transport trash or create impairment of lawns, hedges, flower beds and gardens on property other than of the owner or of anyone having the dog in custody.
 - (5) Persistently bark or chase or growl or snarl at pedestrians who are using the sidewalks while the dog is on the property of the owner or harborer.
 - (6) Roam with one or more other dogs in a pack.
 - (7) Be in the habit of chasing or barking at automobiles, bicycles, motorcycles and/or minibikes. [Amended 8-13-1974]
 - (8) A female dog in time of heat running at large.
 - (9) Kill other animals, except rats and mice.
 - (10) Be off its owner's or keeper's premises without a leash. [Amended 8-13-1974]

§ 81-9 Impounding of Animals [Added 8-28-1962; amended 5-21-1984; 4-2-1990]

It is the duty of the Dog Control Officer to seize and impound:

- A. All vicious and dangerous dogs.
- B. All dogs running at large.
- C. Any dog which is not identified and which is not on the owner's premises.
- D. Any dog which is not licensed, whether or not on or off the owner's premises.

§ 81-13 Applicability [Added 8-28-1962]

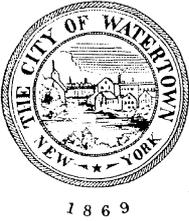
- A. This Article shall not apply to a dog owned by a nonresident while passing through the City of Watertown nor to dogs brought into the City of Watertown for a period not exceeding 15 days, if entered in any exhibition at any dog show therein and confined and in immediate charge of the exhibitor or a dog commonly known as a "Seeing Eye" dog while guiding its master.
- B. This Article shall not apply to dogs actually confined to the premises of incorporated societies devoted to the care of hospital treatment of lost, strayed or homeless animals or confined to the premises of public or private hospitals devoted to the treatment of sick animals.

Addendum B: After Hours Coverage

A Dog Control Officer is on call each night of the week after regular business hours Monday through Sunday. This is done by a pager system commencing when the office closes until the next day when the office is opened.

Jefferson County Dispatch pages the officer on duty after hours. Examples of activities Dog Control responds to include:

-
1. Pick up and care for injured dogs that are without owners being found at the time of the call.
 2. Dangerous dogs actively pursuing people or when someone has been bitten and it is unknown as to where or who the dog belongs to.
 3. Any other call that requires immediate attention that involves public safety to include the following:
 - a. DWI arrest, where they have a dog(s) in a vehicle
 - b. House fires, with dogs involved
 - c. Cruelty cases where emergency action is required
 - d. Motor vehicle accidents where dog(s) are inside the vehicle
 - e. Dead dogs in a public place
 - f. Drug (arrests) busts



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

To: Sharon Addison
City Manager

From: Matthew Roy
Confidential Assistant to the City Manager

Re: Stop Loss Actuarial Study

Date: March 2, 2015

I have received the results of the actuarial study of our stop loss policy. The Milliman Group performed a comprehensive study on our stop loss policy to analyze if our current coverage is adequate protection for our plan. When looking at stop loss coverage there are 2 distinct, 2 very different coverages that were examined:

Aggregate stop loss coverage protects the whole entire plan. If plan expenses exceed 125% of the typical expenses, aggregate protection would kick in and cover the expenses that exceeded this amount. Milliman tested our plan for the need of aggregate coverage. The test results strongly show that aggregate protection is not needed for our plan. We only have a 0.6% chance of ever having a reimbursable claim under our aggregate stop loss. The Milliman Group strongly recommends that we remove this coverage given the very low possibility of it ever protecting the plan. I agree with their recommendation and this step will save \$30,000 per year in premium costs.

Specific stop loss differs in that it protects each individual under our plan separately. If an individual should have \$175,000 in medical claims in a plan year, specific stop loss would pay any additional claims over this threshold for the plan year. The Milliman Group performed an actuarial study using our past performance, our demographics, and industry standards, to see if our current level is adequate. The results show that we are right where we should be. Any additional risk by raising the threshold would result in lower premiums but this would be more than offset by reduced reimbursements. Any reduction of the threshold would result in higher premiums that would not be offset by higher reimbursements. There could be a small savings by reducing our threshold to \$150,000 but the Milliman Group recommends that we remain at \$175,000.

I also asked the Milliman Group to weigh in on the possibility of completely eliminating stop loss and self-funding our risk. Their recommendation is that we not consider this option. The risk of such a move is simply too high given our size. Amongst their clients our size, the

average specific deductible ranges from \$100,000-\$125,000. We are already assuming more risk than most groups of a similar size.

Overall the study results are positive news. With their recommendations we can remove a piece of our stop loss coverage that costs \$30,000 per year but really provides unneeded protection. As well the study shows that we are properly placed with our specific stop loss coverage.

If you should have any questions please let me know.



1120 South 101st Street
Suite 400
Omaha, NE 68124
USA

Tel +1 402 393 9400
Fax +1 402 384 5776

milliman.com

February 27, 2015

Matthew Roy
City of Watertown
245 Washington Street
Watertown, NY 13601

Re: City of Watertown Stop-Loss Analysis

Dear Mr. Roy:

At your request, Milliman, Inc. (Milliman) has completed an analysis of City of Watertown's (City of Watertown) stop-loss funding and coverage levels. This letter includes the executive summary, detailed analysis, methodology, reliance, and limitations of our findings.

Executive Summary

City of Watertown currently has both individual and aggregate stop-loss coverage. Effective July 1, 2015, City of Watertown is considering changes to the aggregate and individual stop-loss coverages. You engaged Milliman to determine the feasibility of changing the stop-loss coverage and potential risks and savings associated with alternate limits.

- **We estimate that increasing the individual deductible level could reduce premiums by \$21,000 - \$101,000 annually. After considering the additional claims liability, we estimate increasing the deductible level will cause a potential cost increase of \$25,000 - \$55,000. Rates used are from the Arch renewal from July 2014.**
- **We estimate that based on current premiums the City of Watertown could save \$31,000 annually in aggregate stop-loss premium by dropping their aggregate coverage.**

See Attachments #1-4 for more details. These figures depend on current demographics and plan designs, claims experience that was available to us, and proposed expenses. If enrollment levels or plan designs should change dramatically, this number should be updated with the new information.

Detailed Analysis

1. Individual Stop-Loss Coverage

Attachments #1-3 show our analysis of the risks of large claims and stop-loss coverage. Details of the risk associated with various levels of individual stop-loss can be found in Attachment #1 and are summarized in the table below:

Individual Stop-Loss Deductible	Probability of a Claim over the Deductible	Number of Members
\$400,000	0.04%	0.4
\$300,000	0.07%	0.7
\$250,000	0.11%	1.1
\$200,000	0.16%	1.6
\$175,000	0.20%	2.1
\$150,000	0.26%	2.7
\$125,000	0.37%	3.8
\$100,000	0.50%	5.1

Additionally, Attachment #2 shows expected stop-loss reimbursements at various levels of individual stop-loss coverage. Note that as the individual deductible increases, the expected reimbursements decrease. Using prior quotes for the 2014-15 plan year at various levels of stop-loss, we compared the additional premium to the calculated additional liability using our proprietary pricing models. Generally, the guideline is that the appropriate deductible would be one where the additional claims liability is minimized compared to the corresponding premium savings. Based on expected reimbursements and the 2014-15 premium quotes there would be a small amount of savings by moving to the \$150,000 level. Attachment #2 also shows the potential variance in reimbursements.

Attachment #3 compares recent years' paid stop-loss premiums to reimbursements received and calculates a loss ratio over the time period. The combined loss ratio since July 2000 has been 69.0%. Stop-loss carriers typically target paid loss ratios between 60% and 70% for groups of this size. The stop-loss carrier may wish to base the proposed premium more heavily on their risk pool and less on City of Watertown's actual experience. City of Watertown should take this into account when considering increasing the deductible level with this carrier or another one.

City of Watertown is also considering removing individual stop-loss coverage. We recommend against removing individual stop-loss coverage as we typically don't see employers of this size managing their plans without some level of individual stop-loss protection. Our typical range of coverage for similar groups is \$75,000- \$125,000.

Based on our analysis we recommend that City of Watertown retain the current individual stop-loss level of \$175,000.

Increasing the individual deductible level to a level between \$200,000 and \$300,000 is expected to reduce premiums by \$21,000 - \$101,000 annually. After considering the additional claims liability, we estimate the net additional cost will be \$25,000– \$55,000.

2. Aggregate Stop-Loss Coverage

Self-insured employers may also purchase aggregate stop-loss coverage to protect against aggregate claim fluctuation. Groups with fewer employees will generally have a lower tolerance for risk than groups of a larger size. The table in Attachment #4 shows the probability of an aggregate stop-loss reimbursement. It also shows the expected amount of the reimbursement when one occurs. Due to the nature of aggregate stop-loss, potential reimbursements will be often be high relative to annual premium. However, with the appropriate individual stop-loss coverage, the probability of an aggregate reimbursement occurring is insignificant. In City of Watertown’s case, we expect a low probability of potential reimbursements.

The following table highlights the inherent variability of aggregate medical claims displayed in Attachments #5– 13.

Individual Stop-Loss Deductible	Probability of Aggregate Claims Exceeding		
	105% of Expected	115% of Expected	125% of Expected
No Deductible	31.0%	11.6%	3.9%
\$400,000	30.9%	9.2%	1.9%
\$300,000	30.5%	8.2%	1.4%
\$250,000	30.0%	7.6%	1.1%
\$200,000	29.4%	6.5%	0.8%
\$175,000	28.9%	5.8%	0.6%
\$150,000	28.1%	5.2%	0.5%
\$125,000	27.5%	4.3%	0.4%
\$100,000	26.6%	3.5%	0.2%

To assess the aggregate stop-loss risk, we performed a Monte Carlo simulation on the current enrollment. The spread of expected claims without and with individual stop-loss is shown in these attachments. The vertical axis shows the probability of exceeding a certain level of expected claims. The horizontal axis shows a range as a percent of expected average claims. Assuming that City of Watertown’s 431 enrollees in the census data correspond to 1,028 covered lives, we simulated 10,000 scenarios, or 10,000 years of claims experience. The results of our Monte Carlo analysis indicate that, with no individual stop-loss as displayed in Attachment #5, there is approximately a 11.6%

probability that City of Watertown will realize an aggregate claim total greater than 115% of expected claims resulting from pure randomness. This probability drops to 3.9% at a level of 125%. With individual stop-loss set at \$175,000, as displayed in Attachment #10, the probability of aggregate claims greater than 115% of expected claims drops to 5.8%, and the chance of having aggregate claims greater than 125% is approximately 0.6%. Note that this assumes that the attachment point is set correctly. Considering these results, we do not recommend aggregate stop-loss coverage at this time.

Based on the current individual stop-loss deductible and enrollment levels, dropping aggregate coverage could result in savings of \$31,000 annually with little additional risk.

Assumptions and Methodology

The steps we used to arrive at the results are outlined below:

1. Our calculations encompass the current demographics and plan designs. Should overall demographics or plan designs change, our calculation should be updated accordingly.
2. For the self-insured plans, we calculated a manual rate on the group based on demographics and plan designs using our proprietary actuarial pricing model, *Health Cost Guidelines, v.2013*.
3. We assumed national average trend factors.
4. We performed an analysis of aggregate claim variability to determine an appropriate level of individual stop-loss.

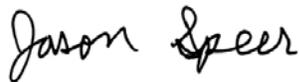
Reliance and Limitations

In performing our calculations for City of Watertown, we relied on the data provided to us by Gilroy, Kernan, & Gilroy. We have not audited this data, but we performed a limited review for reasonableness and found no material defects in the data used in this report. If the underlying data is inaccurate or incomplete, then the results of our review may be inaccurate or incomplete.

Differences between our projections and actual amounts depend on the extent to which future experience conforms to the assumptions made for this analysis. It is likely that actual experience will not conform exactly to the assumptions used in this analysis. Actual amounts will differ from projected amounts to the extent that actual experience deviates from assumptions described above.

The services provided for this project were performed under the signed Consulting Services Agreement between Milliman and Gilroy, Kernan, & Gilroy dated January 29, 2009 as well as the signed Services Agreement between Milliman and City of Watertown dated January 16, 2015. This letter and its attachments have been prepared for the internal use of Gilroy, Kernan, & Gilroy in their relationship with City of Watertown and are only to be relied upon by these organizations. No portion may be provided to any other party without Milliman's prior written consent. Milliman does not intend to benefit any other recipient of this report, even if Milliman consents to the release of this report to that recipient. Please contact us if you have any questions.

Sincerely,



Jason E. Speer, F.S.A., M.A.A.A.
Consulting Actuary



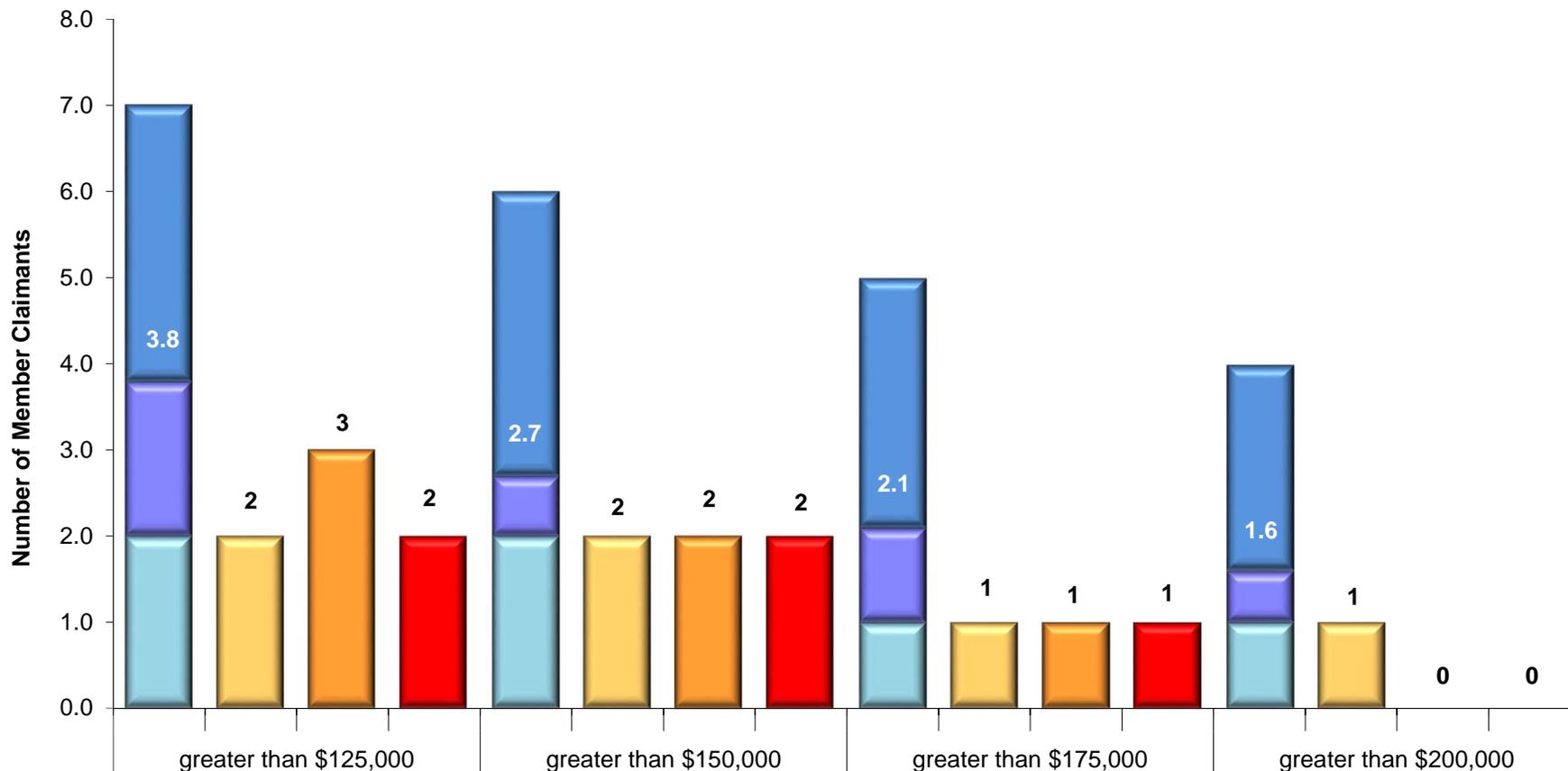
Sarah E. Coates, CEBS
Senior Benefits Consultant



Michael D. Graham
Benefits Consultant – Project Manager



Analysis of Individual Claim Variability ~ City of Watertown ~



■ Milliman 25th Percentile ■ Milliman 95th Percentile ■ City of Watertown 2012-13 Actual	■ Milliman PY 2015 Expected ■ City of Watertown 2011-12 Actual ■ City of Watertown 2013-14 Actual
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*Does not account for lasers



Stop-Loss Comparison Premium vs. Expected Reimbursements

~ City of Watertown ~

Individual Stop Loss ¹										
ISL Deductible	Carrier	Arch Current			Milliman Model			Net Savings/(Cost) of Alternate Contract	Net Savings/(Cost) Variance	
		Stop-Loss Premium (PEPM)	Annual Premium ² (431 Employees)	Premium/(Cost) Savings to Move to Alternate Contract	Claimants Expected to Exceed ISL Deductible	Estimated Stop-Loss Reimbursements	Estimated Additional Claims Liability		25th Percentile	95th Percentile
\$100,000					5.1	\$544,052	(\$255,324)			
\$125,000					3.8	\$429,956	(\$141,228)			
\$150,000	Arch	\$54.66	\$282,695	(\$44,173)	2.7	\$348,832	(\$60,104)	\$15,931	(\$21,733)	\$61,705
\$175,000	Arch	\$46.12	\$238,521	N/A	2.1	\$288,728	\$0	\$0	\$0	\$0
\$200,000	Arch	\$42.15	\$217,999	\$20,523	1.6	\$242,862	\$45,866	(\$25,343)	\$10,294	(\$68,191)
\$250,000	Arch	\$32.41	\$167,599	\$70,922	1.1	\$177,348	\$111,380	(\$40,458)	\$59,125	(\$161,401)
\$300,000	Arch	\$26.55	\$137,300	\$101,222	0.7	\$132,962	\$155,766	(\$54,544)	\$89,425	(\$245,046)
\$400,000					0.4	\$80,299	\$208,429			

1. Note that while expected claimants and stop-loss reimbursements are based on Milliman's proprietary actuarial reinsurance model, each case will be evaluated on its own merit. As such, actual results may vary from what we have displayed here.

2. Based on actual premium quotes (PEPM) for the current 2014-15 plan year. Results may vary depending on quotes provided by insurance carriers for 2015-16.

3. One claimant lasered at \$200,000

The current stop loss level is highlighted above.



Individual Stop-Loss Comparison

~ City of Watertown ~

	ISL Paid Premiums	Reimbursements	Dollar Difference	Paid Loss Ratio
2000-01	\$93,093	\$24,291	\$68,802	26.1%
2001-02	\$129,432	\$124,290	\$5,142	96.0%
2002-03	\$184,919	\$50,972	\$133,947	27.6%
2003-04	\$215,523	\$177,911	\$37,611	82.5%
2004-05	\$209,304	\$30,572	\$178,732	14.6%
2005-06	\$240,355	\$219,688	\$20,668	91.4%
2006-07	\$261,431	\$96,817	\$164,614	37.0%
2007-08	\$319,278	\$359,202	(\$39,924)	112.5%
2008-09	\$361,108	\$274,680	\$86,429	76.1%
2009-10	\$379,430	\$471,529	(\$92,099)	124.3%
2010-11	\$408,945	\$410,727	(\$1,782)	100.4%
2011-12	\$413,839	\$418,240	(\$4,401)	101.1%
2012-13	\$340,176	\$40,042	\$300,134	11.8%
2013-14	\$336,534	\$56,273	\$280,261	16.7%
2014 July- November	\$99,384	\$0	\$99,384	0.0%
Total	\$3,992,752	\$2,755,234	\$1,237,518	69.0%

* Premiums and reimbursement totals based on the stop-loss insurance analysis provided by City of Watertown



Stop-Loss Comparison Premium vs. Expected Reimbursements

~ City of Watertown ~

Aggregate Stop Loss ¹					
ISL Deductible	ASL Level	Arch Current		Milliman Model	
		Stop-Loss Premium (PEPM)	Annual Premium (583 employees)	Probability of Exceeding Aggregate Stop-Loss	Conditional Average Reimbursement ²
\$100,000	125%			0.2%	\$155,869
\$125,000	125%			0.4%	\$166,594
\$150,000	125%	\$4.40	\$30,730	0.5%	\$178,634
\$175,000	125%	\$4.40	\$30,730	0.6%	\$191,462
\$200,000	125%	\$4.40	\$30,730	0.8%	\$191,716
\$250,000	125%			1.1%	\$218,927
\$300,000	125%			1.4%	\$237,382
\$400,000	125%			1.9%	\$251,897

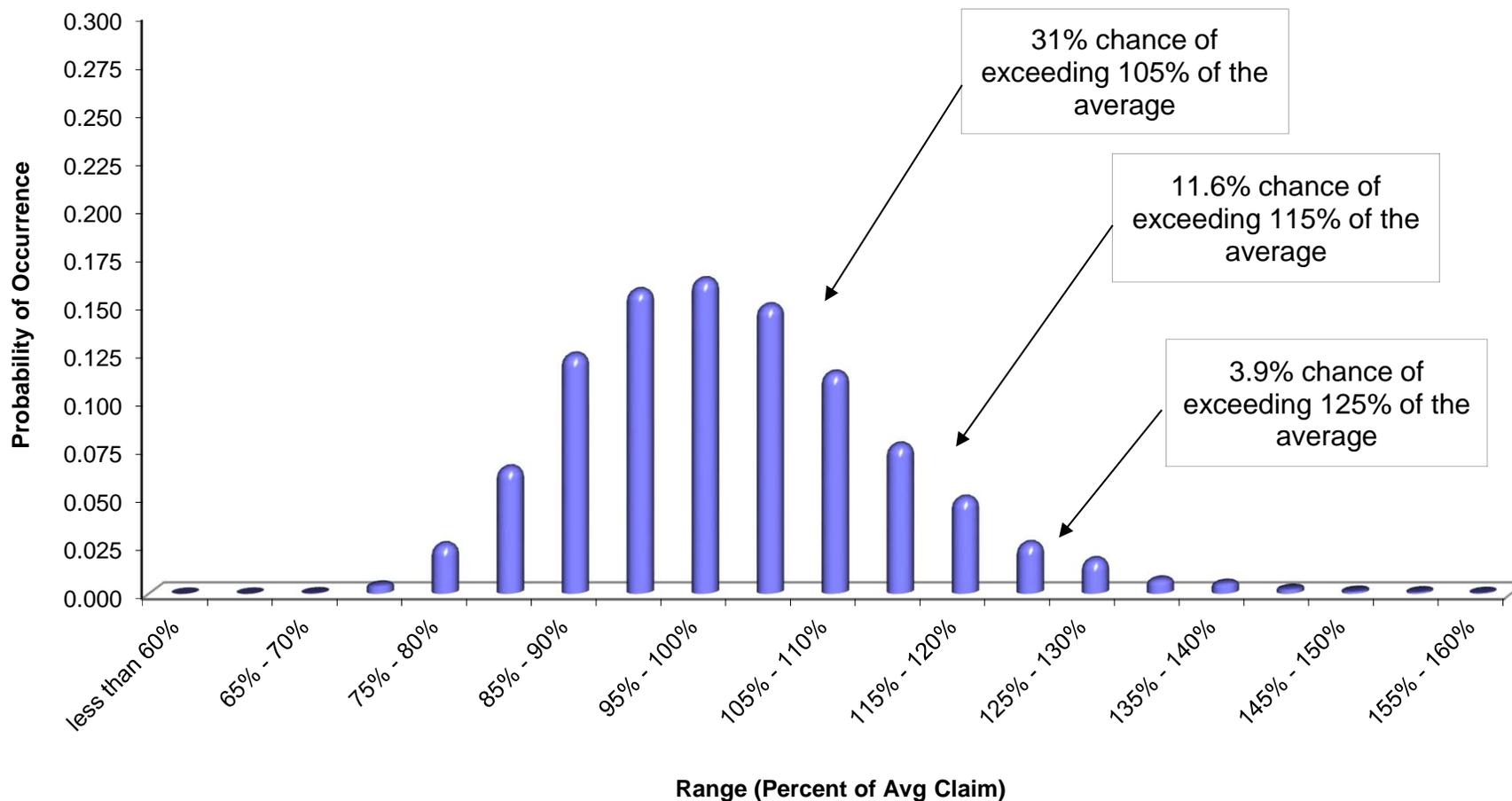
1. Note that while expected claimants and stop-loss reimbursements are based on Milliman's proprietary actuarial reinsurance model, each case will be evaluated on its own merit. As such, actual results may vary from what we have displayed here.

2. Conditional Average Reimbursement = If ASL Level is exceeded, the average reimbursement amount received.

The current stop loss level is highlighted above.

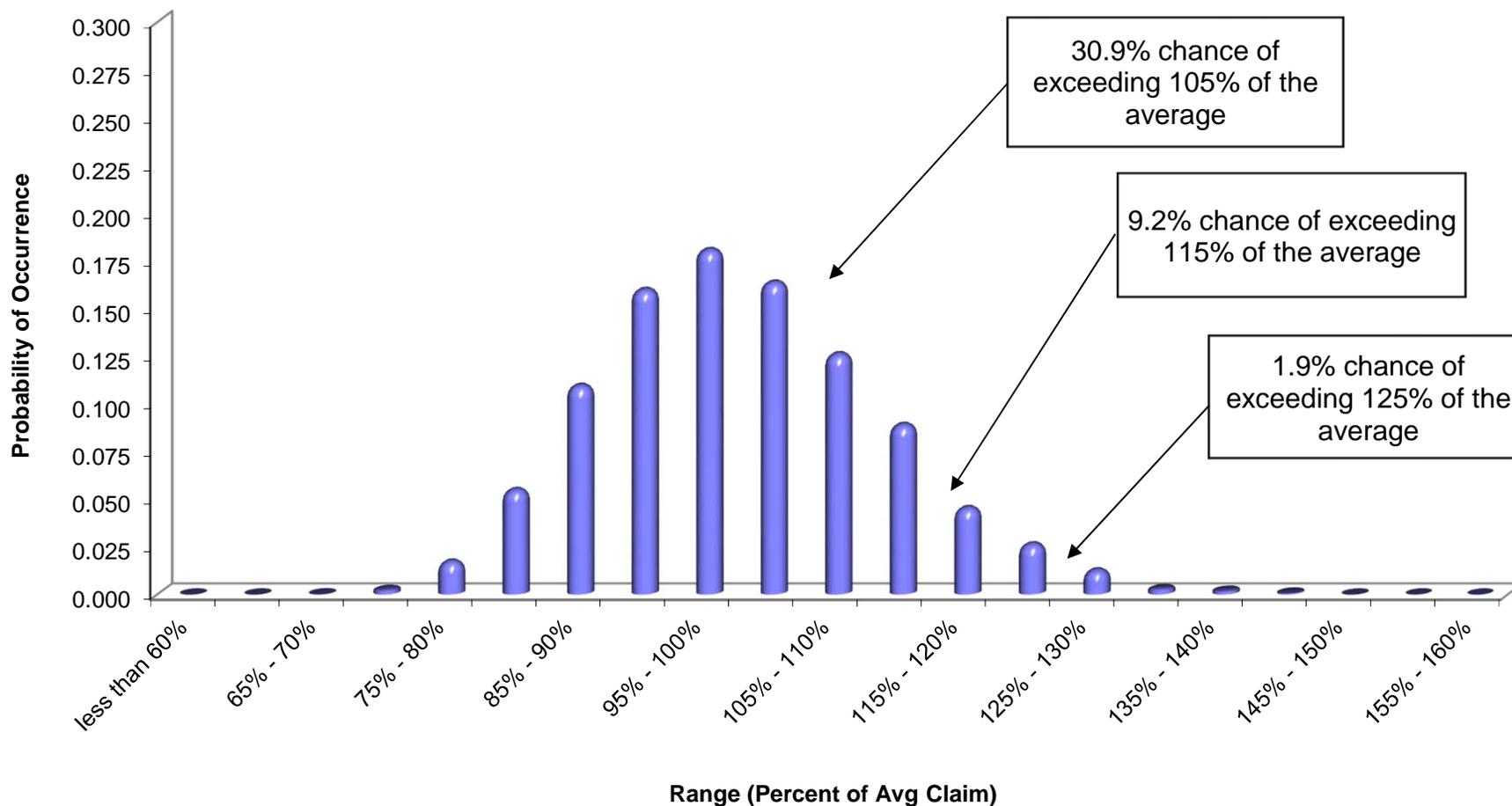


Analysis of Aggregate Claim Variability No Individual Stop-Loss ~ City of Watertown ~





Analysis of Aggregate Claim Variability \$400,000 Individual Stop-Loss ~ City of Watertown ~

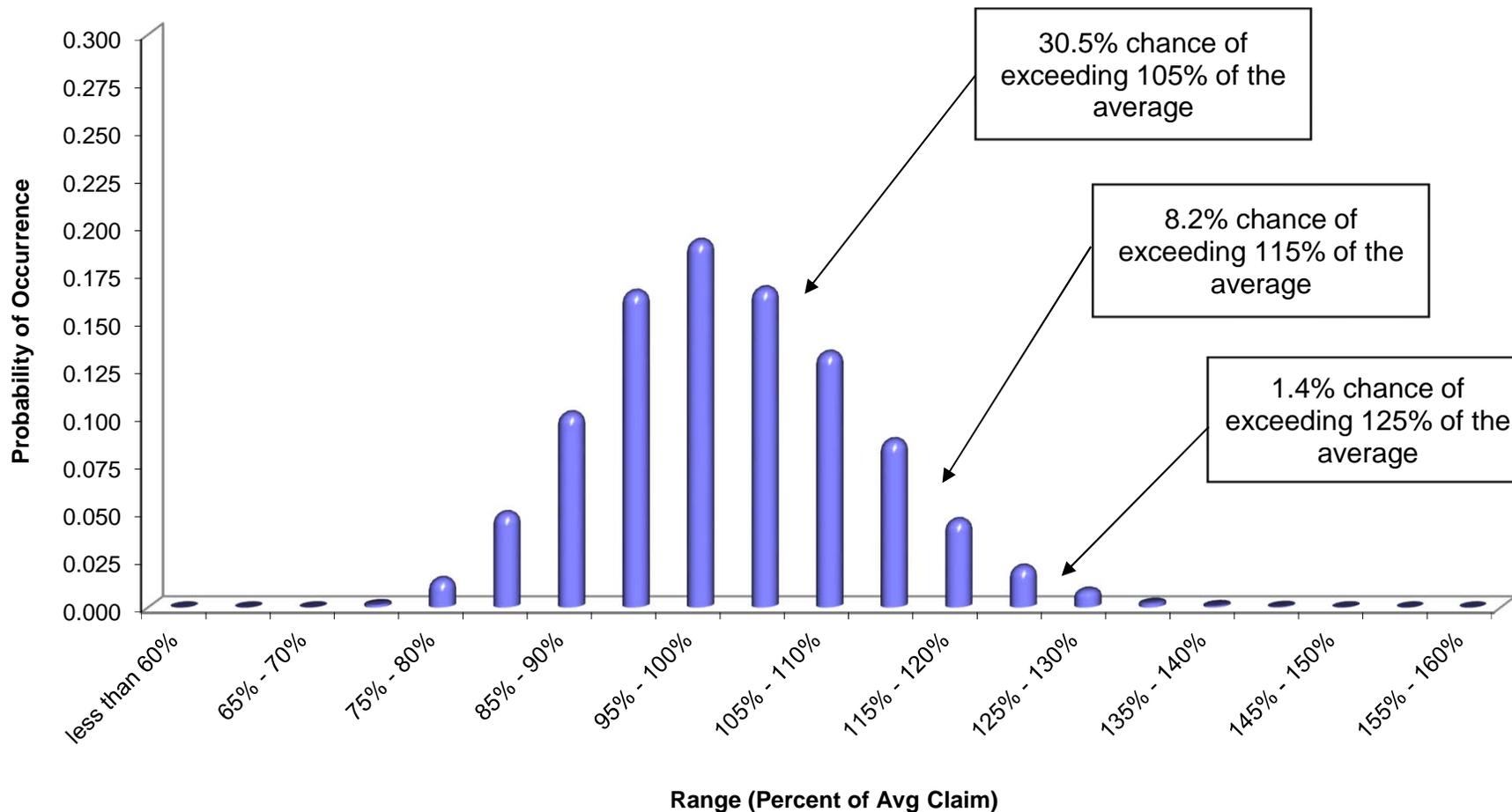




Analysis of Aggregate Claim Variability

\$300,000 Individual Stop-Loss

~ City of Watertown ~

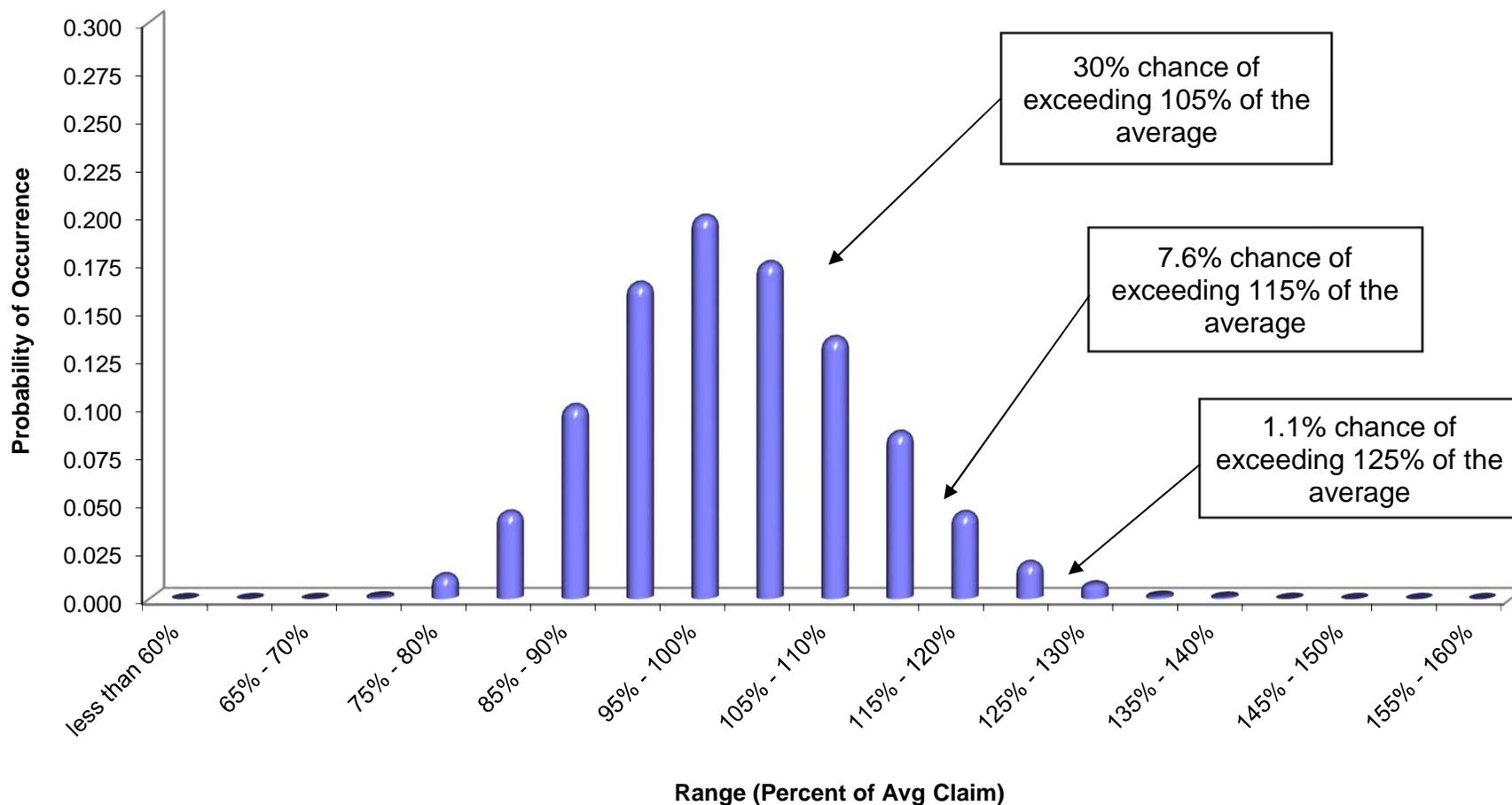




Analysis of Aggregate Claim Variability

\$250,000 Individual Stop-Loss

~ City of Watertown ~

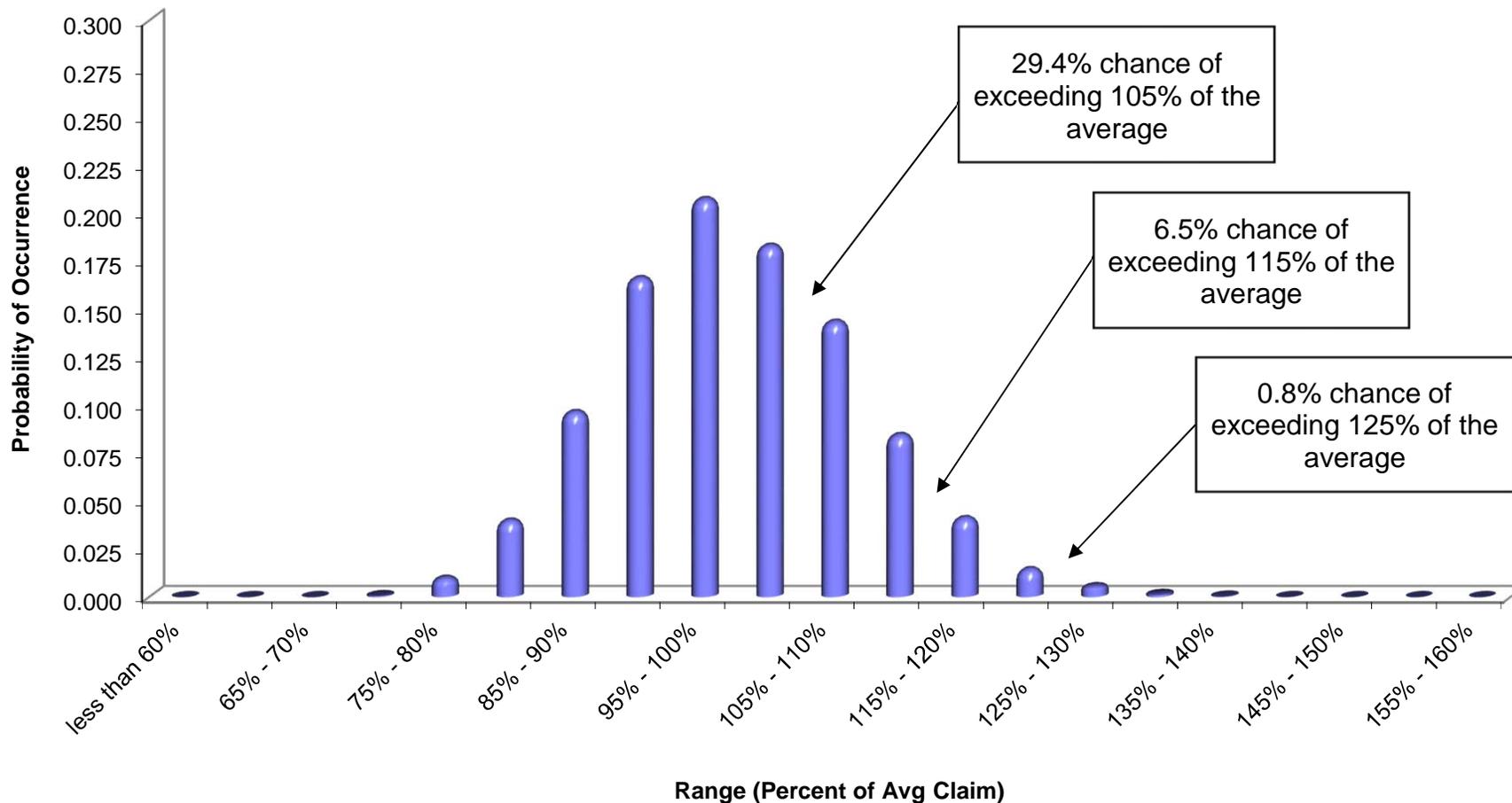




Analysis of Aggregate Claim Variability

\$200,000 Individual Stop-Loss

~ City of Watertown ~

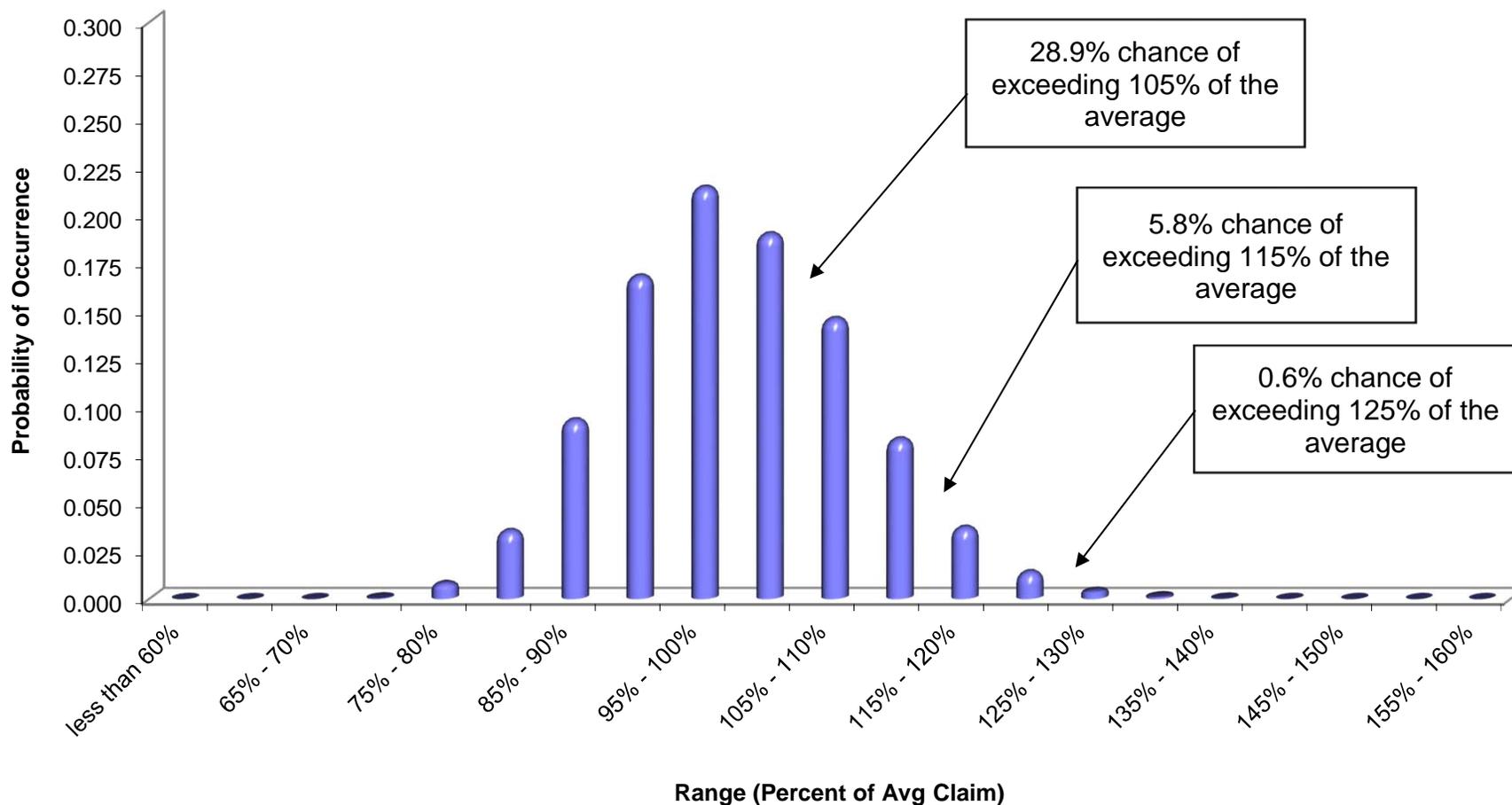




Analysis of Aggregate Claim Variability

\$175,000 Individual Stop-Loss

~ City of Watertown ~

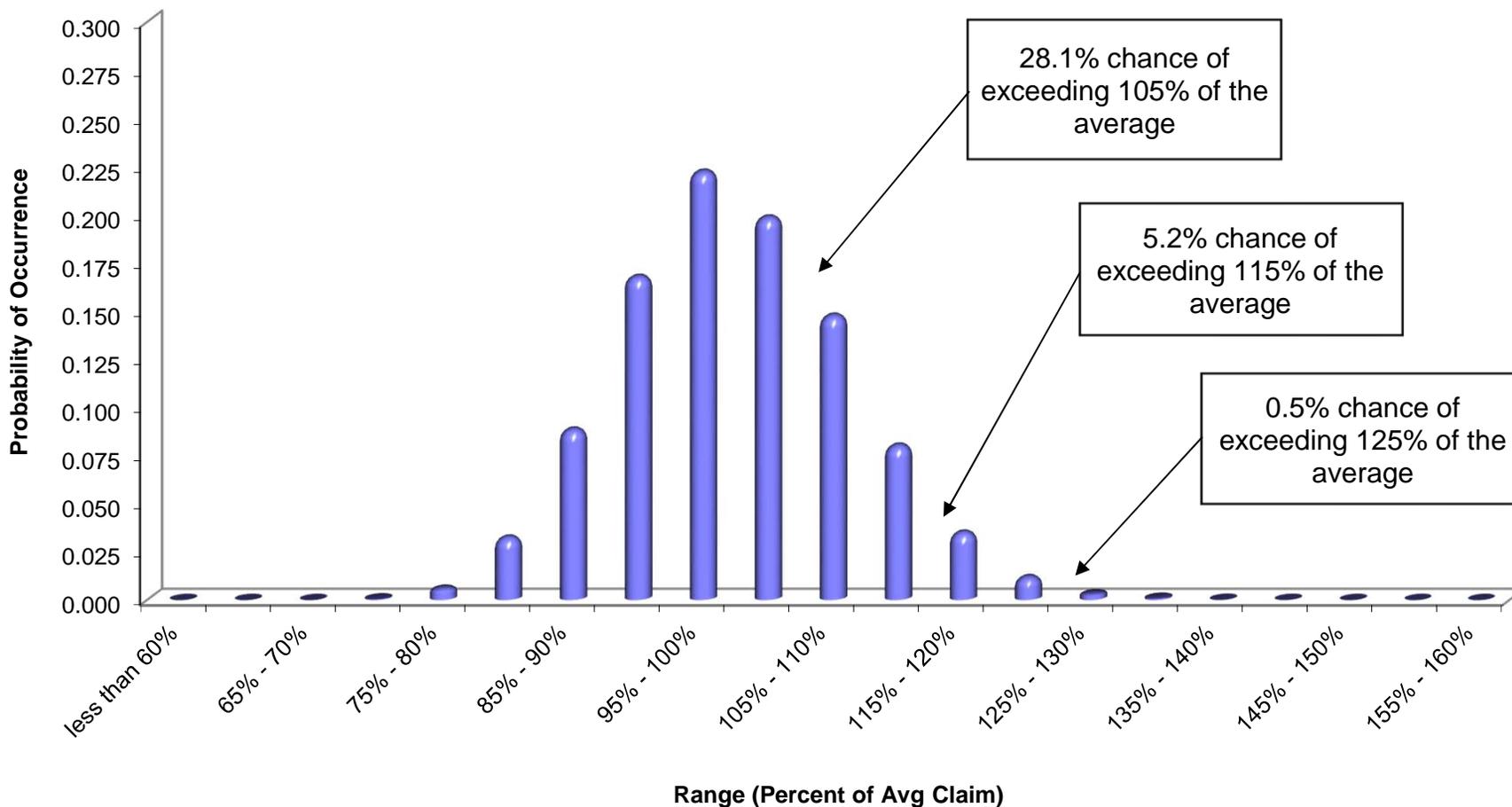




Analysis of Aggregate Claim Variability

\$150,000 Individual Stop-Loss

~ City of Watertown ~

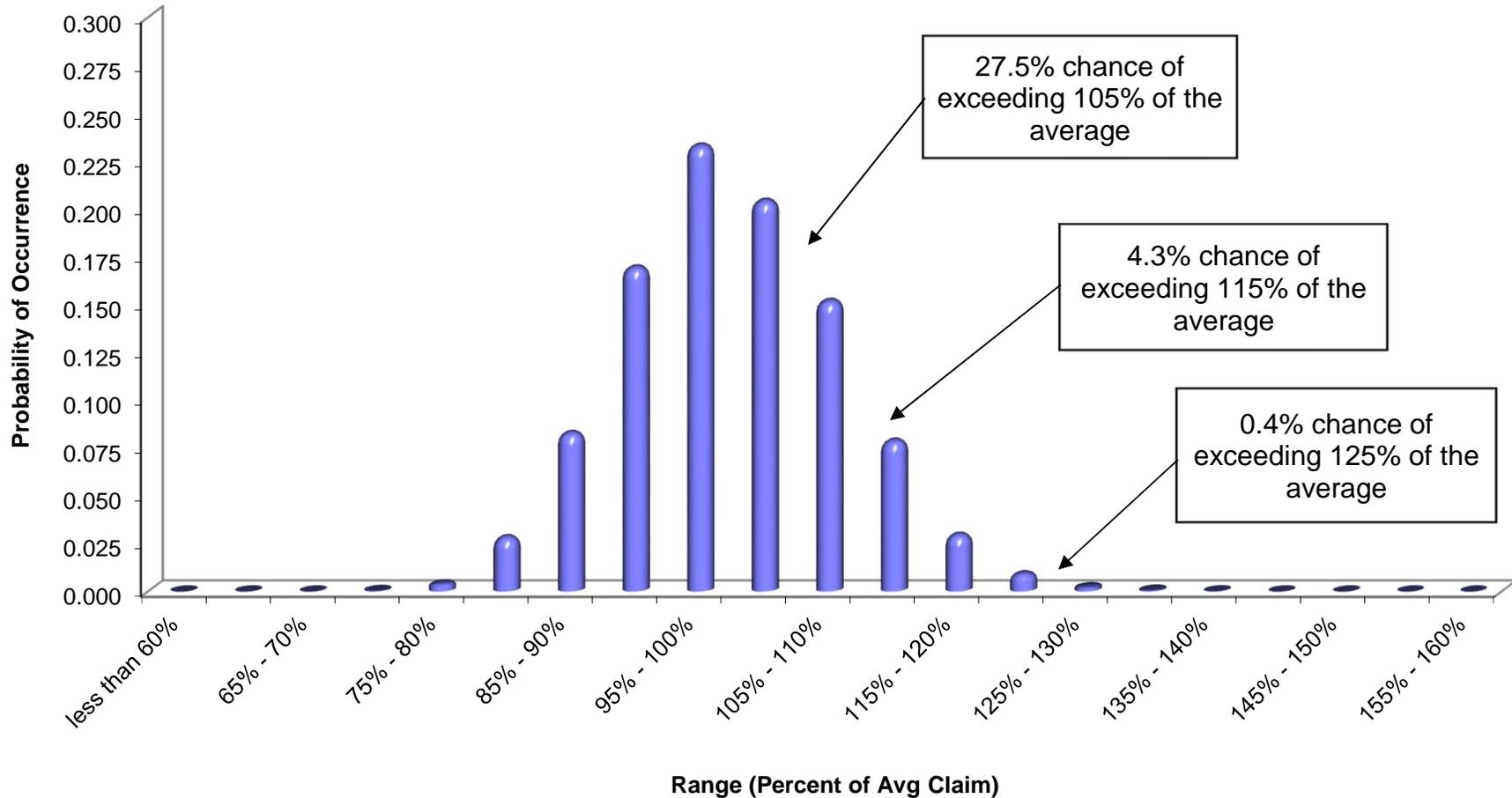




Analysis of Aggregate Claim Variability

\$125,000 Individual Stop-Loss

~ City of Watertown ~

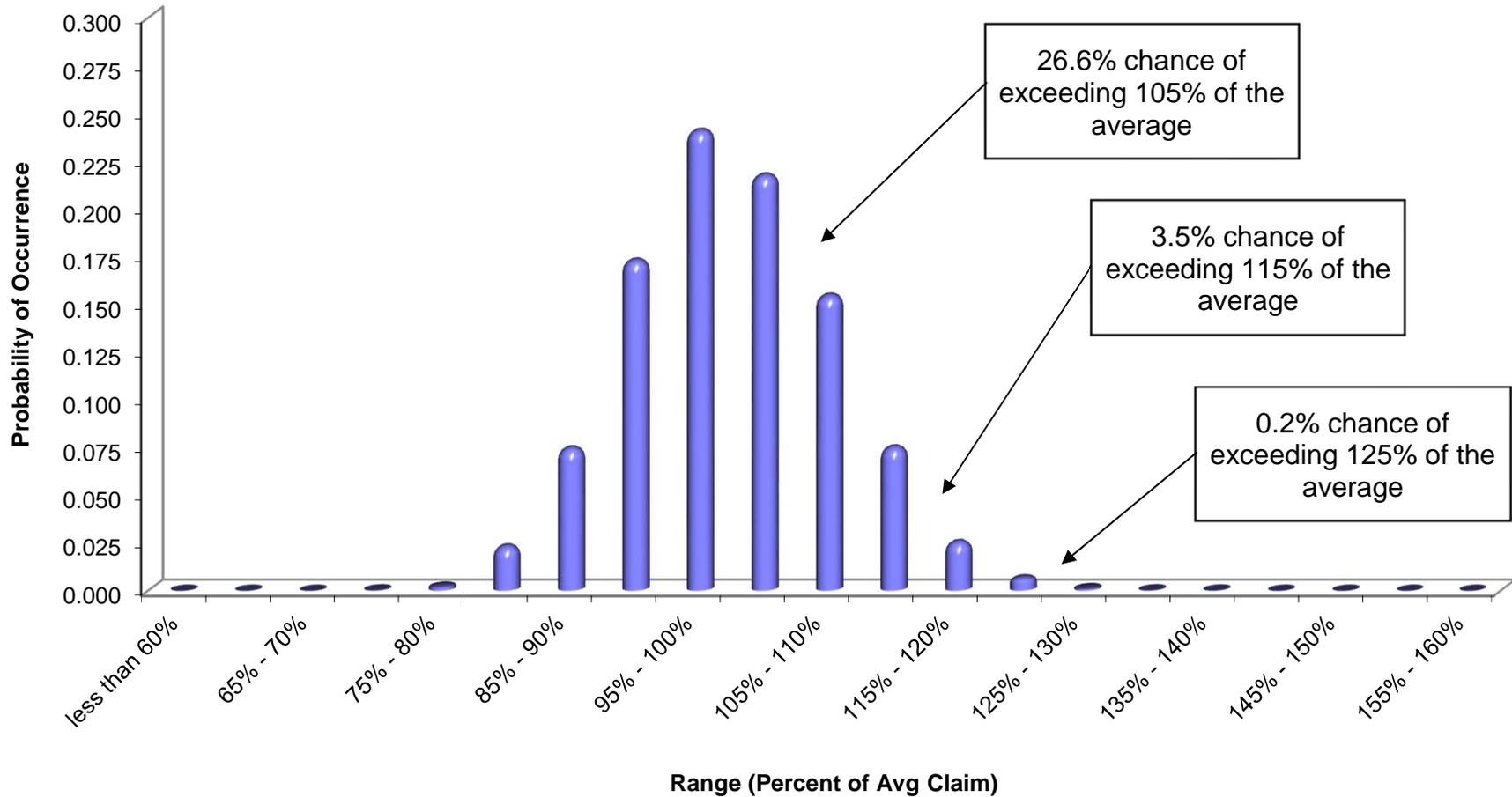




Analysis of Aggregate Claim Variability

\$100,000 Individual Stop-Loss

~ City of Watertown ~



March 10, 2015

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Extending Insurance Broker Services with Haylor, Freyer and Coon

On April 23, 2012, City Council discussed the recommendation of the selection committee to contract with Haylor, Freyer and Coon for insurance broker services for the City's property and vehicle insurances.

As detailed in Purchasing Manager Amy M. Pastuf's attached report, the contract allows for one two-year extension. Haylor, Freyer and Coon have provided this service to the City of Watertown administering existing policies, and they provide the services for the fee that they would receive within the brokerage commission.

Ms. Pastuf further states that they have been a proactive partner in assessing our insurance needs, and it is my recommendation that we continue our business relationship through June 2017, at which time the City will invite new proposals from prospective brokers.



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 2012-01 – Insurance Broker – Request for Contract Renewal
DATE: 3/9/2015

The City will be completing a three year contract with Haylor, Freyer and Coon for Insurance Broker Services in June of this year. The current contract, awarded in 2012, allows for one two-year extension to this contract. The City has been satisfied with the services provided by Haylor, Freyer and Coon during their tenure with the City. They have been a proactive partner in assessing our insurance needs and a helpful sounding board for insurance requirements. Their municipal experience, diverse additional services and local presence has assisted the City in obtaining the proper insurance coverage in a frugal manner.

Haylor, Freyer and Coon has been contacted and has indicated that they are interested in continuing as our Insurance Broker. It is requested that we continue our business relationship for the remainder of the contract through June of 2017, at which time the City will invite new proposals from prospective brokers.

If you have any questions or concerns, please feel free to contact me.

March 10, 2015

To: Sharon Addison, City Manager
From: Erin E. Gardner, Superintendent of Parks and Recreation
Subject: Parks and Recreation Softball Fees

The City of Watertown Parks and Recreation Department will now be responsible for the operation and management of the Sunday Softball League. I propose a fee of \$250.00 per team. Also, the current Men's and Co-ed Softball fee will be increased from \$150.00 per team to \$250.00 per team.

It is the goal of the Parks and Recreation Department to host tournaments to assist with increasing revenue for the Parks and Recreation Department. I propose tournament fees as follows: \$150.00 per team for a City league team and \$250.00 for non-City league teams.

March 11, 2015

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Request for Funding, Community Action Planning Council (CAPC)

The Community Action Planning Council of Jefferson County, Inc. (CAPC) has requested \$52,000 funding from the City of Watertown. Last year, through a Public Benefit Services Agreement, we provided \$47,500 for eligible activities.

My recommendation is to provide the same level of support as last year. The CAPC has supplied my office with an audit report, and we can have this available for your review.

COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY, INC.

Who We Are

Community Action Planning Council is home to four program areas that focus primarily on providing support to the low-income population so that they may become more self-sufficient. Following is a brief overview of programs, not a comprehensive list of services.



- **Head Start / Universal Pre-K:** Head Start is a pre-school program that provides services to eligible families for children ages 3 and 4. The agency is funded for 275 children, served at Head Start centers in Watertown, Carthage, Adams Center, Dexter and Antwerp. In partnership with Watertown and Indian River School Districts, the agency provides Universal Pre-K to 220 students at Sherman Elementary, Starbuck Elementary, Ohio Street School in Watertown and Theresa, Calcium and Evans Mills Primary Schools in Indian River.
- **Housing & Energy Services:** Weatherization Assistance Program helps low-income households lower utility bills by making homes more energy efficient. EmPower provides cost-effective electric reduction measures in homes such as appliance replacements, insulation and furnace repair or replacement.
- **Jefferson-Lewis Childcare Project:** JLCP provides training and technical assistance to child care center staff and family day care providers and provides free child care referrals tailored to meet family needs.
- **Family Center:** The Family Center offers a wide variety of support services, including emergency food, tax preparation, vocational education, homeless intervention, holiday assistance, and much more.



Who We Serve

Last year, **10,571 unduplicated individuals** were served through Community Action programs. Given that the agency provides a variety of services to address the complexities of poverty, customers are reported on an unduplicated basis. That is, each customer is counted only once in a given fiscal year, even though they often visit the agency multiple times and access multiple services.

- 39% of individuals served are children under the age of 17 – up 2% from previous year.
- 39% are adults age 18 to 44 – up 4% from previous year.
- 51% of adults served have high school education – down 3% from previous year.
- 92% have some form of medical coverage – up 4% from previous year.
- 11% report having a disability – up 2% from previous year.



Last year, **4,124 unduplicated families** were served through Community Action programs.

- 69% of families served live at or below 125% of the federal poverty level (annual income of \$23,850 for family of four) – up 4.5% from previous year.
- 39% of families report employment as the only source of income.
- 20% of families report employment and other sources of income – up 2% from previous year.
- 6% of households receive Temporary Assistance for Needy Families (TANF) or General Assistance – up 2% from previous year.
- 17% report at least one member of the household is active duty or veteran – up 3% from previous year.
- 51% of families live in City of Watertown – up 2% from previous year.



How We Help

Following are key outcomes for 2014. A comprehensive annual report with outcomes associated with all Community Action services is available upon request.

- 221 parents/caregivers of Head Start children identified and achieved family goals.
- 44 children began dental treatment plans.
- 325 families obtained/maintained employment/education through referrals to registered or licensed care.
- 606 child care providers received training in various aspects of child development.
- 69 low-income households saved energy and utility costs thanks to Weatherization services.
- 470 children received lunch each weekday during the summer when school meals are not available.
- 875 households were provided with free tax preparation services. 832 (95%) qualified for federal and/or state refunds totaling \$909,315.
- 1,435 unduplicated households received emergency food. Families visit the pantry an average of 2.7 times during the year, for a total of 3,832 families served.
- 29 individuals completed vocational education, earning a certificate or degree, of whom 26 (90%) gained employment in their chosen field of study.



- 84 partnerships were formed or maintained in support of Community Action programs (schools, businesses, non-profit organizations, faith-based entities, government agencies, service clubs, etc.)
- 1,161 volunteers contributed a total of 17,282 hours.
- 10,171 volunteer hours were contributed by low-income individuals.
- 14 low-income individuals participated in decision-making and policy-setting through their work on the board of directors and Policy Council.

For more information about Community Action Planning Council, visit www.capcjc.org or phone **(315) 782-4900**.

March 13, 2015

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Arena Rehabilitation Analysis

The attached information was prepared at the request of Council Member Burns. Information prepared includes:

- Existing debt schedule for General Fund
- Projected debt service for the Arena rehabilitation calculated under the level debt service method
- Projected debt service for all other projects included in the City's current FY 2014/15 General Fund Capital budget and draft FY 2015/16 through FY 2019/20 General Fund Capital budget
- Estimated revenue increases based on fee increases
- Comparison of increased revenue to increased debt service

Comparison of Projected Arena Debt Service to Projected Revenue Increases

Fiscal Year	Principal Payment	Interest Payment	Total Payment	Estimated Revenue		Projected Levy % Change
				Increase (1)	Net Increase	
2015/16	270,000	334,750	604,750	-	604,750	<u>7.28%</u>
2016/17	280,000	325,975	605,975	28,713 (2)	577,262	<u>-0.32%</u>
2017/18	290,000	316,875	606,875	51,058 (2)	555,817	<u>-0.58%</u>
2018/19	300,000	307,450	607,450	87,772 (2)	519,678	<u>-0.99%</u>
2019/20	310,000	297,700	607,700	89,528 (3)	518,172	
2020/21	320,000	287,625	607,625	91,319	516,306	
2021/22	330,000	277,225	607,225	93,145	514,080	
2022/23	340,000	266,500	606,500	95,008	511,492	
2023/24	355,000	255,450	610,450	96,908	513,542	
2024/25	365,000	243,913	608,913	98,846	510,067	
2025/26	375,000	232,050	607,050	100,823	506,227	
2026/27	390,000	219,863	609,863	102,839	507,024	
2027/28	400,000	207,188	607,188	104,896	502,292	
2028/29	415,000	194,188	609,188	106,994	502,194	
2029/30	425,000	180,700	605,700	109,134	496,566	
2030/31	440,000	166,888	606,888	111,317	495,571	
2031/32	455,000	152,588	607,588	113,543	494,045	
2032/33	470,000	137,800	607,800	115,814	491,986	
2033/34	485,000	122,525	607,525	118,130	489,395	
2034/35	505,000	106,763	611,763	120,493	491,270	
2035/36	520,000	90,350	610,350	122,903	487,447	
2036/37	540,000	73,450	613,450	125,361	488,089	
2037/38	555,000	55,900	610,900	127,868	483,032	
2038/39	575,000	37,863	612,863	130,425	482,438	
2039/40	590,000	19,175	609,175	133,034	476,141	
	<u>\$ 10,300,000</u>	<u>\$ 4,910,750</u>	<u>\$ 15,210,750</u>	<u>\$ 2,475,872</u>	<u>\$ 12,734,878</u>	

(1) Increases in future fiscal year arena related revenues were calculated by using FY 2013/14 revenues as the base year

(2) Increased fees were phased in between FY 2016/17 - FY 2018/19

(3) Beginning in FY 2019/20 revenues were increased 2% annually throughout the remainder of the debt service schedule

Debt service for FY 2021/22 - FY 2039/40 is shaded as the projected debt service is only for capital projects through FY 2019/20. It would be expected that there would be new capital projects added each year of FY 2020/21 - FY 2038/39 that would add additional debt service.

ARENA OPERATING REVENUES AND EXPENSES

SUMMARY								
	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
Arena Revenues	Actual	Actual	Budget	Budget	Budget	Budget	Budget	Budget
Recreation Concessions	\$ 93,670	\$ 74,760	\$ 69,700	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Arena Fees	\$ 52,321	\$ 44,472	\$ 7,750	\$ -	\$ 57,430	\$ 62,430	\$ 67,430	\$ 67,430
Ice Rink Charges	\$ 143,864	\$ 127,101	\$ 129,200	\$ -	\$ 187,617	\$ 204,962	\$ 236,676	\$ 236,676
	<u>\$ 289,855</u>	<u>\$ 246,334</u>	<u>\$ 206,650</u>	<u>\$ -</u>	<u>\$ 275,047</u>	<u>\$ 297,392</u>	<u>\$ 334,106</u>	<u>\$ 334,106</u>
Arena Operating Expenses								
Personal Services	\$ 286,698	\$ 224,322	\$ 236,952	\$ 223,782	\$ 228,154	\$ 231,895	\$ 235,702	\$ 239,577
Equipment	-	-	29,500	37,500	-	-	-	-
Operating Expenses	208,445	157,838	152,992	131,809	135,106	138,483	141,945	145,493
Fringe Benefits	163,626	87,355	124,650	102,108	105,156	108,153	111,258	114,479
Department Total	<u>\$ 658,769</u>	<u>\$ 469,515</u>	<u>\$ 544,094</u>	<u>\$ 495,199</u>	<u>\$ 468,416</u>	<u>\$ 478,531</u>	<u>\$ 488,905</u>	<u>\$ 499,549</u>
Net Surplus / (Deficit)	<u>\$ (368,914)</u>	<u>\$ (223,181)</u>	<u>\$ (337,444)</u>	<u>\$ (495,199)</u>	<u>\$ (193,369)</u>	<u>\$ (181,139)</u>	<u>\$ (154,799)</u>	<u>\$ (165,443)</u>

DETAIL ANALYSIS								
	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
Arena Revenues	Actual	Actual	Budget (1)	Budget (2)	Budget	Budget	Budget	Budget
Recreation Concessions								
Food	\$ 93,670	\$ 74,760	\$ 69,700	\$ -	\$ -	\$ -	\$ -	\$ -
Concession Franchise	-	-	-	-	20,000	20,000	20,000	20,000
Alcohol	-	-	-	-	-	-	-	-
Naming Rights	-	-	-	-	10,000	10,000	10,000	10,000
	<u>\$ 93,670</u>	<u>\$ 74,760</u>	<u>\$ 69,700</u>	<u>\$ -</u>	<u>\$ 30,000</u>	<u>\$ 30,000</u>	<u>\$ 30,000</u>	<u>\$ 30,000</u>
Arena Fees	\$ 52,321	\$ 44,472	\$ 7,750					
Disabled Persons Action Organization (DPAO)					10,850	10,850	10,850	10,850
Shrine Circus					4,560	4,560	4,560	4,560
Roller Derby					-	-	-	-
2CW					2,725	2,725	2,725	2,725
MMA					5,500	5,500	5,500	5,500
Wratten					4,500	4,500	4,500	4,500
NNY Builders Exchange					4,850	4,850	4,850	4,850
Bravo Italian Restival					5,150	5,150	5,150	5,150
Heart Walk					2,525	2,525	2,525	2,525
Career Jam					1,770	1,770	1,770	1,770
All Other	-	-	-	-	15,000	20,000	25,000	25,000
	<u>\$ 52,321</u>	<u>\$ 44,472</u>	<u>\$ 7,750</u>	<u>\$ -</u>	<u>\$ 57,430</u>	<u>\$ 62,430</u>	<u>\$ 67,430</u>	<u>\$ 67,430</u>
Ice Rink Charges	\$ 143,864	\$ 127,101						
Groups								
Minor Hockey			47,040		47,250	50,625	54,000	54,000
Figure Skating			18,540		30,240	32,400	34,560	34,560
Top Shelf Hockey (Wolves)			12,160		24,540	30,285	34,470	34,470
Hackers			2,800		3,150	3,675	4,200	4,200
Nevins			3,120		3,510	4,095	4,680	4,680
Mountaineers			2,880		3,240	3,780	4,320	4,320
Immaculate Heart Central School			4,322		4,860	5,670	6,480	6,480
All Other Groups	-	-	241	-	500	600	750	750
Groups Sub-total	<u>\$ 143,864</u>	<u>\$ 127,101</u>	<u>\$ 91,103</u>	<u>\$ -</u>	<u>\$ 117,290</u>	<u>\$ 131,130</u>	<u>\$ 143,460</u>	<u>\$ 143,460</u>
Internal Programs								
Public Skating			31,758		47,637	47,637	63,516	63,516
Rock & Skate			2,385		11,925	14,310	16,695	16,695
Skate & Shoot			2,240		8,960	10,080	11,200	11,200
Broomball			364		455	455	455	455
Slip, Slide and Skate			1,350		1,350	1,350	1,350	1,350
All Other Internal Programs	-	-	-	-	-	-	-	-
Internal Programs Sub-total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 38,097</u>	<u>\$ -</u>	<u>\$ 70,327</u>	<u>\$ 73,832</u>	<u>\$ 93,216</u>	<u>\$ 93,216</u>
Total Ice Rink Charges	<u>\$ 143,864</u>	<u>\$ 127,101</u>	<u>\$ 129,200</u>	<u>\$ -</u>	<u>\$ 187,617</u>	<u>\$ 204,962</u>	<u>\$ 236,676</u>	<u>\$ 236,676</u>
Total Arena Revenues	<u>\$ 289,855</u>	<u>\$ 246,334</u>	<u>\$ 206,650</u>	<u>\$ -</u>	<u>\$ 275,047</u>	<u>\$ 297,392</u>	<u>\$ 334,106</u>	<u>\$ 334,106</u>

(1) City did not budget for \$17,000 from expected rentals of the Arena due to anticipated construction.

(2) Revenues cannot be estimated for FY 2015/16 until the course of action is selected on the rehabilitation of the Arena

Revenue Assumptions

Staff is unclear as to the revenue that concession franchise agreements and naming rights would generate.

Minor hockey's rates would increase to \$70/hour for FY 2016/17, \$75/hour for FY 2017/18 and \$80/hour in FY 2018/19. Revenue based on 2014 hours of 675.

Figure skating's rates would increase to \$70/hour for FY 2016/17, \$75/hour for FY 2017/18 and \$80/hour in FY 2018/19. Revenue based on 2014 hours of 432.

Wolves' rates would increase to \$100/hour for games and \$90/hour for practices in FY 2016/17, \$125/hour for games and \$110/hour for practices in FY 2017/18 and \$150/hour for games and \$120/hour for practices in FY 2018/19.

Hackers, Nevins, Mountaineers, and all other groups would go to \$90/hour for FY 2016/17, \$105/hour for FY 2017/18 and \$120/hour in FY 2018/19.

Public skating and skae rental rates would increase to \$3/session in FY 2016/17 and \$4/session in FY 2018/19.

Rock and skate rates would increase to \$5/session for FY 2016/17, \$6/session for FY 2017/18 and \$7/session in FY 2018/19.

Skate and shoot rates would increase to \$8/session for FY 2016/17, \$9/session for FY 2017/18 and \$10/session in FY 2018/19.

ARENA OPERATING REVENUES AND EXPENSES**Arena Operating Expenses****Personal Services**

Wages	\$ 99,129	\$ 87,516	\$ 102,652	\$ 112,336	\$ 115,144	\$ 117,447	\$ 119,796	\$ 122,192
Temporary	157,367	102,651	114,300	81,446	82,260	83,083	83,914	84,753
Overtime	29,995	32,191	20,000	30,000	30,750	31,365	31,992	32,632
Out of Code	207	1,964	-	-	-	-	-	-
Total Personal Services	<u>\$ 286,698</u>	<u>\$ 224,322</u>	<u>\$ 236,952</u>	<u>\$ 223,782</u>	<u>\$ 228,154</u>	<u>\$ 231,895</u>	<u>\$ 235,702</u>	<u>\$ 239,577</u>

Equipment

Vehicles	-	-	29,500	37,500	-	-	-	-
Total Equipment	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 29,500</u>	<u>\$ 37,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Contractual Expenses

Utilities	53,408	56,172	50,100	50,100	51,353	52,637	53,953	55,302
Insurance	4,207	4,307	4,307	4,307	4,415	4,525	4,638	4,754
Contracted Services	56,095	22,441	27,050	26,500	27,163	27,842	28,538	29,251
Fees Non Employees	950	1,358	1,200	625	641	657	673	690
Miscellaneous	1,138	2,585	4,208	4,250	4,356	4,465	4,577	4,691
Vehicle Expenses	10,467	10,704	11,077	10,477	10,739	11,007	11,282	11,564
Materials and Supplies	63,915	55,669	49,650	15,800	16,195	16,600	17,015	17,440
Equipment < \$10,000	18,265	4,602	5,400	19,750	20,244	20,750	21,269	21,801
Total Contractual Expenses	<u>\$ 208,445</u>	<u>\$ 157,838</u>	<u>\$ 152,992</u>	<u>\$ 131,809</u>	<u>\$ 135,106</u>	<u>\$ 138,483</u>	<u>\$ 141,945</u>	<u>\$ 145,493</u>

Fringe Benefits

NYS Employees' Retirement System	50,035	42,562	45,407	33,926	34,588	35,155	35,732	36,320
Social Security	21,621	16,251	18,127	17,121	17,454	17,740	18,031	18,328
Workers' Compensation	60,851	1,584	35,000	20,000	20,500	21,013	21,538	22,076
Health Insurance	31,119	26,958	26,116	31,061	32,614	34,245	35,957	37,755
Total Fringe Benefits	<u>\$ 163,626</u>	<u>\$ 87,355</u>	<u>\$ 124,650</u>	<u>\$ 102,108</u>	<u>\$ 105,156</u>	<u>\$ 108,153</u>	<u>\$ 111,258</u>	<u>\$ 114,479</u>
Total Department	<u>\$ 658,769</u>	<u>\$ 469,515</u>	<u>\$ 544,094</u>	<u>\$ 495,199</u>	<u>\$ 468,416</u>	<u>\$ 478,531</u>	<u>\$ 488,905</u>	<u>\$ 499,549</u>

Net Surplus / (Deficit) \$ (368,914) \$ (223,181) \$ (337,444) \$ (495,199) \$ (193,369) \$ (181,139) \$ (154,799) \$ (165,443)

Expense Assumptions

Personal service cost for wages and overtime were increased by established collective bargaining agreement for FY 15/16 - FY 16/17. Subsequent years were increased 2%

Contractual expenses were increased by 2.5% annually

Retirement expense was calculated using the rate for the FY 15/16 budget as rates are not expected to come down any further in the near term.

Health insurance was increased 5% annually.

Future budgets do not include personnel costs of an "Events Coordinator" position.

Projected Arena Debt Service Based on Level Debt Service Payments

Additional Projected Debt Service Based on Draft FY2015/16 - FY2019/20 General Fund Capital Plan

Projected General Fund Debt Schedule with Arena Rehab and Other Capital Projects

General Fund Existing Debt Schedule

Fiscal Year	General Fund Existing Debt Schedule			Projected Arena Debt Service Based on Level Debt Service Payments				Additional Projected Debt Service Based on Draft FY2015/16 - FY2019/20 General Fund Capital Plan				Projected General Fund Debt Schedule with Arena Rehab and Other Capital Projects				
	Principal Payment	Interest Payment	Total Payment	Principal Balance at End of Fiscal Year	Principal Payment	Interest Payment	Total Payment	Principal Balance at End of Fiscal Year	Principal Payment	Interest Payment	Total Payment	Principal Balance at End of Fiscal Year	Principal Payment	Interest Payment	Total Payment	Principal Balance at End of Fiscal Year
2014/15	\$ 2,099,002	\$ 514,233	\$ 2,613,235	\$ 12,060,044	\$ -	\$ -	\$ -	\$ 10,300,000	\$ -	\$ -	\$ -	\$ 1,454,074	\$ 2,099,002	\$ 514,233	\$ 2,613,235	\$ 23,814,118
2015/16	1,976,843	396,505	2,373,348	10,083,201	270,000	334,750	604,750	10,030,000	103,605	43,622	147,227	6,974,469	2,350,448	774,877	3,125,325	27,087,670
2016/17	1,808,872	339,690	2,148,562	8,274,329	280,000	325,975	605,975	9,750,000	525,338	209,234	734,572	14,667,131	2,614,210	874,899	3,489,109	32,691,460
2017/18	1,741,357	285,034	2,026,391	6,532,972	290,000	316,875	606,875	9,460,000	1,273,871	481,104	1,754,975	16,790,260	3,305,228	1,083,013	4,388,241	32,783,232
2018/19	1,611,862	232,381	1,844,243	4,921,110	300,000	307,450	607,450	9,160,000	1,613,138	566,532	2,179,670	19,539,122	3,525,000	1,106,363	4,631,363	33,620,232
2019/20	1,142,056	184,576	1,326,632	3,779,054	310,000	297,700	607,700	8,850,000	1,968,538	686,331	2,654,869	22,136,084	3,420,594	1,168,607	4,589,201	34,765,138
2020/21	1,099,454	142,264	1,241,718	2,679,600	320,000	287,625	607,625	8,530,000	2,403,255	800,053	3,203,308	19,732,829	3,822,709	1,229,942	5,052,651	30,942,429
2021/22	866,800	98,885	965,685	1,812,800	330,000	277,225	607,225	8,200,000	2,403,255	713,768	3,117,023	17,329,574	3,600,055	1,089,878	4,689,933	27,342,374
2022/23	874,800	58,466	933,266	938,000	340,000	266,500	606,500	7,860,000	2,289,255	627,482	2,916,737	15,040,319	3,504,055	952,448	4,456,503	23,838,319
2023/24	346,000	29,384	375,384	592,000	355,000	255,450	610,450	7,505,000	2,187,055	545,186	2,732,241	12,853,264	2,888,055	830,020	3,718,075	20,950,264
2024/25	277,000	17,156	294,156	315,000	365,000	243,913	608,913	7,140,000	2,117,655	466,722	2,584,377	10,735,609	2,759,655	727,791	3,487,446	18,190,609
2025/26	225,000	7,481	232,481	90,000	375,000	232,050	607,050	6,765,000	1,964,655	391,035	2,355,690	8,770,954	2,564,655	630,566	3,195,221	15,625,954
2026/27	45,000	2,363	47,363	45,000	390,000	219,863	609,863	6,375,000	1,824,255	321,267	2,145,522	6,946,699	2,259,255	543,493	2,802,748	13,366,699
2027/28	45,000	788	45,788	-	400,000	207,188	607,188	5,975,000	1,450,255	255,712	1,705,967	5,496,444	1,895,255	463,688	2,358,943	11,471,444
2028/29	-	-	-	-	415,000	194,188	609,188	5,560,000	1,316,255	203,246	1,519,501	4,180,189	1,731,255	397,434	2,128,689	9,740,189
2029/30	-	-	-	-	425,000	180,700	605,700	5,135,000	1,261,255	155,806	1,417,061	2,918,934	1,686,255	336,506	2,022,761	8,053,934
2030/31	-	-	-	-	440,000	166,888	606,888	4,695,000	1,052,600	110,566	1,163,166	1,866,334	1,492,600	277,454	1,770,054	6,561,334
2031/32	-	-	-	-	455,000	152,588	607,588	4,240,000	771,267	72,835	844,102	1,095,067	1,226,267	225,423	1,451,690	5,335,067
2032/33	-	-	-	-	470,000	137,800	607,800	3,770,000	510,733	43,545	554,278	584,334	980,733	181,345	1,162,078	4,354,334
2033/34	-	-	-	-	485,000	122,525	607,525	3,285,000	407,667	23,373	431,040	176,667	892,667	145,898	1,038,565	3,461,667
2034/35	-	-	-	-	505,000	106,763	611,763	2,780,000	176,667	7,066	183,733	-	681,667	113,829	795,496	2,780,000
2035/36	-	-	-	-	520,000	90,350	610,350	2,260,000	-	-	-	-	520,000	90,350	610,350	2,260,000
2036/37	-	-	-	-	540,000	73,450	613,450	1,720,000	-	-	-	-	540,000	73,450	613,450	1,720,000
2037/38	-	-	-	-	555,000	55,900	610,900	1,165,000	-	-	-	-	555,000	55,900	610,900	1,165,000
2038/39	-	-	-	-	575,000	37,863	612,863	590,000	-	-	-	-	575,000	37,863	612,863	590,000
2039/40	-	-	-	-	590,000	19,175	609,175	-	-	-	-	-	590,000	19,175	609,175	-
	<u>\$ 14,159,046</u>	<u>\$ 2,309,206</u>	<u>\$ 16,468,252</u>		<u>\$ 10,300,000</u>	<u>\$ 4,910,750</u>	<u>\$ 15,210,750</u>		<u>\$ 27,620,574</u>	<u>\$ 6,724,485</u>	<u>\$ 34,345,059</u>		<u>\$ 52,079,620</u>	<u>\$ 13,944,441</u>	<u>\$ 66,024,061</u>	

Debt service for FY 2021/22 - FY 2039/40 is shaded as the projected debt service is only for capital projects through FY 2019/20. It would be expected that there would be new capital projects added each year of FY 2020/21 - FY 2038/39 that would add additional debt service to these years.