

CITY OF WATERTOWN, NEW YORK

AGENDA

Monday, April 17, 2023

7:00 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, April 17, 2023, 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

PROCLAMATION

April is Fair Housing Month

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Approving Professional Services Agreement with GYMO Architecture, Engineering & Land Surveying D.P.C. for Preliminary Design of the City Court and Other City Hall Renovations
- Resolution No. 2 - Accepting Bid for Element Specific Repairs to Van Duzee Street Bridge Project from Vector Construction Corporation
- Resolution No. 3 - Approving Supplemental Agreement No. 1 with C&S Engineers for Vanduzee Street Bridge Repairs (BIN 2220210)
- Resolution No. 4 - Accepting Bid for WWTP Lift Station Systems Upgrade Project from Koester Associates
- Resolution No. 5 - Readopting Fiscal Year 2022-23 Sewer Fund Budget – Lift Station Systems Upgrade Project
- Resolution No. 6 - Approving an Amendment to the Grant Agreement with the Alcohol & Substance Abuse Council of Jefferson County, Inc., d/b/a Pivot for the Frontline Employment Partnership Program
- Resolution No. 7 - Approving Agreement with SWBG Wholesale, Inc. for Trash Abatement Services

- Resolution No. 8 - Approving Agreement with AstroTurf Corporation for Basketball Court Resurfacing Services
- Resolution No. 9 - Approving Agreement with Volunteer Transportation Center, Inc. for Mobility Management Services - City
- Resolution No. 10 - Amending the Program Year 2021 Memorandum of Understanding Between the City of Watertown and CNY Fair Housing to Administer a Fair Housing Education and Enforcement Program
- Resolution No. 11 - Accepting Bid for Grant Street, Henry Street and Seward Street Reconstruction Project from Luck Bros. Inc.
- Resolution No. 12 - Readopting Fiscal Year 2022-23 Capital Fund Budget and Fiscal Year 2022-23 Sewer Fund Budget – Grant Street, Seward Street, and Henry Street Construction Project
- Resolution No. 13 - Accepting Bid for WTP Exterior Door and Frame Replacement Project from Zerodraft of CNY Inc.
- Resolution No. 14 - Accepting Bid for Barben Ave., Holcomb St., Bugbee Dr., and East St. Water Main Replacements Project from Edge Civil Corporation
- Resolution No. 15 - Approving Golf Course Concession License Agreement with Spokes on the Green, Incorporate
- Resolution No. 16 - Approving Change Order No. 1 for the Division Street East and Thompson Street Water Main Replacement Project with EDGE Civil Corporation

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Sale of Surplus Hydro-electricity – March 2023
2. Sales Tax Revenue – March 2023

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

Next Work Session is scheduled for Tuesday, April 25, 2023, at 7:00 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, May 1,
2023**

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Professional Services Agreement with GYMO Architecture, Engineering, & Land Surveying, D.P.C. for Preliminary Design of the City Court and Other City Hall Renovations

Proposals were solicited from architects for design services related to the renovation of City Court. The proposals were reviewed, and staff is recommending that GYMO Architecture, Engineering, & Land Surveying, D.P.C. be selected to provide the design services.

The work in the Court will include interior renovations and a security entrance. There will also be improvements to the exterior of the rear one-story section of the building. Critical building-wide improvements have also been included: upper roof replacement; elevator replacement; mechanical, electrical, and plumbing upgrades; and an air handling unit.

The current budget includes enough funding for preliminary design. Funds for continuing design and construction will be included in next fiscal year's proposed budget. GYMO is proposing to perform the Preliminary Design Phase for \$84,411.60.

A resolution approving this Agreement for Professional Services has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Professional Services Agreement with GYMO Architecture, Engineering & Land Surveying, D.P.C for Preliminary Design of the City Court and Other City Hall Renovations

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown requested proposals from architectural firms for design services associated with the renovation of City Court and other aspects of City Hall, and

WHEREAS the proposals were reviewed, and staff is recommending that GYMO Architecture, Engineering & Land Surveying D.P.C.be selected to provide said design services, and

WHEREAS GYMO is proposing to complete preliminary design for: interior court renovations to include a security entrance, exterior improvements, upper roof replacement, elevator replacement, and MEP upgrades to include an added penthouse AHU for \$84,411.60, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Professional Services with GYMO Architecture, Engineering & Land Surveying, D.P.C. for Preliminary Design of City Court and Other City Hall Renovations, a copy of which is attached and made part of this Resolution, and

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

Seconded by

CITY COURT AND OTHER CITY HALL RENOVATIONS

Preliminary Design

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this 17th day of April, 2023, by and between the City of Watertown, New York, a New York municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City”), and GYMO Architecture, Engineering & Land Surveying D.P.C. (GYMO), a New York professional corporation with principal offices located at 18969 US Route 11., Watertown, New York 13601 (“Engineer”).

RECITALS

WHEREAS, GYMO responded to a Request For Proposals to provide Professional Design Services in connection with City Court and Other City Hall Renovations and was selected to provide those services; and

WHEREAS, the City and GYMO desire to enter into an Agreement for the provision of the professional services; and

WHEREAS, the provision of architectural/engineering services are professional services within the meaning of the New York General Municipal Law; the parties agree as follows:

AGREEMENT

1. Scope of Services.

The scope of services to be performed by Engineer for the City in connection with the City Hall Court and First Floor Renovations is as set forth in Exhibit “A”, for a Not-to-Exceed Fee of \$84,411.60 for their Preliminary Design Phase services.

Services will consist of Professional Design of City Court and Other City Hall Renovations. This includes interior renovations to the Court and first floor; a reconfiguration of

the first floor with the inclusion of a secured entrance; renovations to the rear portion of the building's first floor exterior; improvements to the electrical, mechanical, and plumbing systems throughout the building; the installation of a new air handling unit in the penthouse; and the replacement of the building's elevator and upper roof.

Engineer shall provide qualified personnel to perform the assigned work. At all times relevant to this Agreement, Engineer's employees shall be regarded as its employees, and not City employees. Accordingly, Engineer shall be responsible for the payment of all wages, as well as insurances (including Workers' Compensation and disability insurance), and for any and all safety issues pertaining to its employees.

Engineer shall maintain commercial general liability coverage during its performance of the services outlined at Exhibit "A", in the minimum amount of \$1,000,000 per person/\$2,000,000 in the aggregate, naming the City as an additional insured. Engineer shall provide the City with a certificate of insurance evidencing this coverage prior to commencing work.

2. City Representative.

The City Engineer of the City of Watertown shall be the City's approval authority for all services to be performed under this Agreement. The City Engineer shall designate a City representative from whom all assignments to Engineer shall be issued and to whom all reports concerning the engineering services to be performed pursuant to this Agreement shall be provided. The City Engineer's designation of the City's representative shall be in writing.

3. City to Provide File Documents.

The City shall provide the Engineer with complete access to the City's file documents concerning the existing facility. It is anticipated that copies of relevant documents

will be provided by City staff. When originals are provided, Engineer shall return any original documents upon completion of the task for which they were made available.

4. City Property.

All documents, reports, studies, recommendations, plans, and/or instruments of services prepared by Engineer and provided to the City, both written and electronic, shall become the property of the City upon provision.

5. Term of Agreement.

The performance of services by Engineer shall commence on signing this Agreement. All services required to be performed pursuant to this Agreement shall be performed, to the City Engineer's satisfaction by December 31, 2023.

6. Payment.

The Engineer shall submit monthly progress payments for hours worked and reimbursable expenses incurred during that monthly period.

6. Disputes.

The venue of any dispute under this Agreement shall be in the New York State Supreme Court in and for Jefferson County, New York.

7. Notices.

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

To the Engineer: GYMO Architecture, Engineering & Land Surveying D.P.C.
Scott Soules, AIA
18969 US Route 11
Watertown, New York 13601

WHEREFORE, the parties have signed this Agreement this 17th day of April, 2023.

CITY OF WATERTOWN

By: _____
Kenneth A. Mix
City Manager

GYMO Architecture, Engineering & Land Surveying D.P.C.

By: _____
Scott Soules, AIA
Principal, Director of Architecture

EXHIBIT “A”

FEE PROPOSAL AND SCOPE OF SERVICES

Preliminary Design Phase for:

Interior Court Renovations including a Security Entrance
Exterior Improvements
Upper Roof Replacement
Elevator Replacement
MEP Upgrades to include added Penthouse AHU

Fee: \$84,411.60

Res No. 2

March 28, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-07 Element Specific Repairs/Van Duzee Street Bridge Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Element Specific Repairs to Van Duzee Street Bridge Project, per City specifications and publicly opened and read the sealed bids on March 21, 2023, at 3:00 p.m. EST.

The Purchasing Department received three (3) sealed bid submittals and the bid tabulations are shown below:

Vendor Name Location and Point of Contact	Vector Construction Co.	Tuscarora Construction Co.	Luck Bros. Inc.
	6364 Island Rd.	4530 US Route 11	73 Trade Rd
	Cicero, NY 13039	Pulaski, NY 13142	Plattsburgh, NY 12901
	Thomas O. Anderson	Edward C. Burns	Chris Luck
	315-699-9277	315-298-5147	581-561-4321
Total Base Bid	\$720,982.50	\$765,170.00	\$777,204.23

The Purchasing Manager and Engineering Department in consultation with C&S Companies reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the Element Specific Repairs to Van Duzee Street Bridge Project to Vector Construction Corporation as the lowest responsive responsible bidder at a total price of **\$720,982.50**.

The Element Specific Repairs to Van Duzee Street Bridge Project is funded from the American Rescue Plan Act of 2021 and a transfer from the General Fund.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Element Specific Repairs to
Van Duzee Street Bridge Project from
Vector Construction Corporation

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to remove and replace bridge joints, perform localized painting to the steel superstructure and bearings, curb resetting, bridge railing resetting, and concrete deck fascia repairs to the Van Duzee Street Bridge over Black River, and

WHEREAS the Purchasing Department advertised and received three (3) sealed bids for the Element Specific Repairs to Van Duzee Street Bridge Project, and

WHEREAS on March 21, 2023, at 3:00 p.m. the bids received were publicly opened and read, and


WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department in consultation with C&S Companies and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Vector Construction Corporation, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Vector Construction Corporation in the amount of \$720,982.50, and

BE IT FURTHER RESOLVED that the City Manager of the City Watertown is hereby authorized and directed to execute a contract with Vector Construction Corporation for the described Van Duzee Street Bridge Project on behalf of the City of Watertown.

Seconded by _____

**FISCAL YEAR 2022-2023
CAPITAL BUDGET
INFRASTRUCTURE
BRIDGES**

PROJECT DESCRIPTION	COST
<p>Vanduzee Street Bridge Rehabilitation</p> <p>The Van Duzee Street Bridge is located between Main Street West and Coffeen Street. It was constructed in 1993 and spans approximately 450 ft, across the Black River, with a curb-to-curb width of 28 feet. Bridge rehabilitation work will include cleaning joints, abutments, painting beam ends, grouting and sealing curb and sidewalk joints.</p>  <p>Funding to support this project will be from the American Rescue Plan Act of 2021.</p>	<p>\$550,000</p>
TOTAL	\$550,000



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:	ELEMENT SPECIFIC REPAIRS TO VAN DUZEE ST BRIDGE OVER BLACK RIVER
Bid / RFP Number:	Bid #2023-07
Opening Date:	TUESDAY, MARCH 21, 2023 @ 3PM

The following results are bids as presented at the bid opening and do not represent an award.

Vendor Name Location and Point of Contact	Vector Construction Co.	Tuscarora Construction Co.	Luck Bros. Inc.		
	6364 Island Rd.	4530 US Route 11	73 Trade Rd		
	Cicero, NY 13039	Pulaski, NY 13142	Plattsburgh, NY 12901		
	Thomas O. Anderson	Edward C. Burns	Chris Luck		
	315-699-9277	315-298-5147	581-561-4321		
Total Base Bid	\$720,982.50	\$765,170.00	\$777,204.23		

Res. No. 3

April 8, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Supplemental Agreement No. 1 with C&S Engineers for
Vanduzee Street Bridge Repairs (BIN 2220210)

City Council approved a Professional Services Agreement with C&S Engineers on February 16, 2021, for the rehabilitation of the Vanduzee Street Bridge. It was discovered during the investigation of the bridge's condition that the work needed was much more extensive than originally thought. C&S continued to do design work without amending their agreement.

Earlier in this agenda the Council considered awarding the construction contract. The attached supplemental agreement with C&S is for an additional \$90,000. \$30,829.25 is for design work that has already been provided. The remaining \$58,867.80 is for construction support.

A resolution approving the Supplemental Agreement has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Supplemental Agreement No.1
with C&S Engineers for Vanduzee Street
Bridge Maintenance Repairs (BIN 2220210)

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown is planning to rehabilitate the Vanduzee Street Bridge, and

WHEREAS on February 16, 2021, City Council approved a Professional Services Agreement with C&S Engineers, Inc. for the preliminary design of the Bridge Rehabilitation in an amount not to exceed \$10,000, and

WHEREAS C&S Engineers has now submitted Supplemental Agreement No. 1 in the amount of \$90,000 for final design and construction support,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Supplemental Agreement No. 1 in the amount of \$90,000 C&S Engineers, Inc., a copy of which is attached and made a part of this resolution, bringing the total of the engineering services for the project to \$100,000, and

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

Seconded by _____

SUPPLEMENTAL CONSULTANT AGREEMENT NO. 1

**PROJECT: City of Watertown
Van Duzee Street over Black River (BIN 2220210)
Bridge Maintenance Repairs**

This Supplemental Agreement made this ___ day of _____ 20____, by and between the City of Watertown, New York (hereinafter referred to as the "MUNICIPALITY"), and C&S Engineers, Inc., (hereinafter referred to as the "CONSULTANT").

WITNESSETH: The MUNICIPALITY and the CONSULTANT have entered into a Consultant Agreement for Professional Services, dated February 17, 2021, for the undertaking of the above titled project. The MUNICIPALITY and the CONSULTANT agree to amend said Agreement with this Supplemental Consultant Agreement No. 1 in accordance with the following amendments:

- AMENDMENT NO. 1:** The parties hereto agree that the maximum amount payable under the Agreement for Detailed Design and Construction Support Services, including profit, be increased from \$10,000.00 to \$100,000.00.
- AMENDMENT NO. 2:** Attachment "A" – Project Description and Funding – hereto is attached, added to, and made part of the Agreement.
- AMENDMENT NO. 3:** Attachment "B" – Scope of Services – hereto is attached, added to, and made part of the Agreement.
- AMENDMENT NO. 4:** Attachment "C" – Supplemental No. 1 Summary – hereto is attached, added to, and made part of the Agreement.

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

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

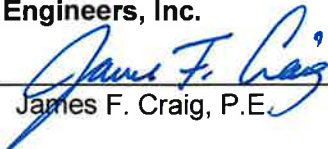
MUNICIPALITY
City of Watertown, NY

By: _____

Title: _____

Date: _____

CONSULTANT
C&S Engineers, Inc.

By:  _____
James F. Craig, P.E.

Title: Manager, Bridge Dept.

Date: 3-27-23

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

Term of Agreement Ends: December 31, 2024

BIN: 2220210

☐ Main Agreement ☐ Amendment to Agreement ☒ Supplement to Agreement

Phase of Project Consultant to work on:

☒ P.E./Design ☐ ROW Incidentals ☐ ROW Acquisition ☒ Constr. Support

Dates or term of Consultant Performance:

Start Date: February 17, 2021

Finish Date: December 31, 2024

PROJECT DESCRIPTION:

This supplemental agreement is for extra detailed design services and required construction support services. LAFAP Design Task Sections 6, 7 and 8 (Attachment "B"), for the bridge referenced above.

Refer to Attachment B, Scope of Services for further detail.

Project Location:

Van Duzee Street Bridge over Black River in the City of Watertown, Jefferson County, NY

Consultant Work Type(s): See Attachment "B" for detailed Task List/Scope of Services.

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

Current Approved Agreement Amount:	\$ 10,000
Total Amount of this Supplemental Agreement:	<u>\$ 90,000</u>
Total Amended Agreement Amount:	\$ 100,000

Rehabilitation of Van Duzee Street over Black River (BIN 2220210)

CITY of WATERTOWN

Supplemental Agreement # 1 – Design Scope of Services

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Section 7	Advertisement, Bid Opening and Award	3
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Section 9	Construction Inspection	5
Section 10	Estimating & Technical Assumptions	6

Section 6 – Detailed Design

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

Extra design efforts and costs have been required, which includes additional detailing within the contract plans, contract specification proposal book and construction estimate to prepare the project for advertising and bidding. The Construction Support phase of the project still needs to be completed including shop drawing reviews, preconstruction meeting, site visits during construction, and construction coordination. See below for further details.

This supplemental agreement includes Construction Support.

The following additional work was not included in the original agreement:

6.03 Final Plans

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

- Design – The contract plans were revised as required to include Work Zone Traffic Control Plans and Details for staged construction. This required the addition of seven (7) total drawings.
- Design – The contract plans were revised as required to include details to maintain the on-bridge street lighting. This required the addition of one (1) total drawing.

6.04 Contract Documents

The Consultant spent additional time as required to prepare a complete package of bid-ready contract documents. The package included:

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

6.05 Cost Estimate

- Estimate – The construction cost estimate was revised as required to match the revisions described above.

Section 7 – Advertisement, Bid Opening and Award

The following work was not included in the original agreement.

7.01 Advertisement

The Consultant was required to assist the City Department of Purchasing in preparing the project for Advertisement. The Municipality submitted all advertisements, distributed contract documents, and maintained the bidder's list.

7.02 Other Services Prior to Construction

The Consultant responded to questions (concerning the contract plans and bid documents) from prospective bidders.

7.04 Award

The Consultant will analyze the bid results. The analysis will include:

- verifying the low bidder.
- ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- determining whether the low bid is unbalanced.
- determining appropriateness of price bid for work in the item.
- determining whether the low bidder is qualified to perform the work.

The Consultant will assist the Municipality in preparing and compiling the package of information.

The Municipality will award the contract, after review and concurrence, and will transmit the following information:

- transmittal letter, indicating Municipality approval to award to the lowest responsible bidder (or to reject all bids).
- certification from Municipality that bid is acceptable and that low bidder is qualified and able to perform the work.
- Engineer's Estimate and verified low bid, broken down by fiscal shares.

Section 8 - Construction Support

The following work was not included in the original agreement:

8.01 Construction Support

The Consultant will provide design responses to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the Municipality under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the Consultant will conduct on-site field reconnaissance and, where required prepare sketches modifying pertinent contract plan sheets.
- The Consultant will analyze and make recommendations on the implementation of changes proposed by the Municipality or the construction contractor. This includes the Traffic Control Plan.
- The Consultant will interpret and clarify design concepts, plans and specifications.
- The Consultant will review and approve required shop drawings.
- The Consultant will conduct on-site field visits as required during construction.

The Consultant will be required to prepare record drawings when construction is complete.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 – Construction Inspection

Construction Inspection is NOT included in this agreement.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 6 Estimate one (1) cost estimate plus two (2) updates will be required.

Section 7 Advertisement, Bid Opening and Award is included in this agreement.

Section 8 Construction Support

Assume the following tasks:

- 1) Provide Interpretation of contract documents/consultation services to the City
- 2) Review Shop Drawings:
 - a. Joint Shop Drawings
 - b. Rebar Shop Drawings
 - c. Painting Submittals
- 3) Prepare for and attend a preconstruction meeting with the Contractor and City.
- 4) Perform on-site field visits as needed.

Project startup and project records closeout effort is also included.

As-Built record plans are included in this agreement.

Section 9 Full-time Construction Inspection is NOT included in this agreement. However, we have included adequate time to be able to make field visits to support the City and work with the Contractor. This includes 24 days for field inspection including on-site material testing.

10.02 Technical Assumptions

The following technical assumptions are made to those in the scope of services, sections 6, 7, and 8:

Section 8

1. All shop drawings will be reviewed and approved within Section 8.
2. No field change sheets will be required to be prepared.
3. Any review and approval of material specifications will occur under Construction Support.
4. As-Built record plans will be prepared.

Section 9

1. Construction Inspection is NOT included in this agreement. However, we have included adequate time to be able to make field visits to support the City and work with the Contractor.

Attachment C, Page 1

Supplemental #2 Summary

C&S Engineers, Inc.

Van Duzee Street over Black River

City of Watertown, Jefferson County

Design / Construction Support - Supplement No. 1

BIN 2220210

	Original Maximum Amount Payable	Requested Supplemental	Revised Maximum Amount Payable
DESIGN (See Attachment C Page 2)	\$ 10,000.00	\$ 30,829.25	\$ 40,829.25
CONSTRUCTION SUPPORT (See Attachment C Page 3)	\$ -	\$ 58,678.80	\$ 58,678.80
TOTAL	\$ 10,000.00	\$ 89,508.05	\$ 99,508.05
TOTAL REVISED MAP		\$ 90,000.00	\$ 100,000.00

Attachment C, Page 2

C&S Engineers, Inc.

Van Duzee Street over Black River
City of Watertown, Jefferson County
Design / Construction Support - Supplement No. 1
BIN 2220210

DESIGN SUMMARY OF ADDITIONAL EFFORT 2/2022 TO PROJECT COMPLETION

ITEM IA - DIRECT LABOR SUMMARY

Staff	Title	Rate	Hours	Item 1A		Task
				Direct	Technical Salary	
Bauer, Jessica	Chief Engineer	\$ 171.60	39.0	\$	6,692.40	Joint Design, Fascia Repair Design
Bush, Devin	Project Engineer	\$ 118.50	18.0	\$	2,133.00	Work Zone Traffic Control Design & Dwg. Layout
Bush, Devin	Project Engineer	\$ 135.00	14.0	\$	1,890.00	Work Zone Traffic Control Design & Dwg. Layout
Craig, James	Principal Engineer	\$ 198.00	21.0	\$	4,158.00	Proj. Mgmt., QC Review, Coordination, Bidding
Craig, James	Principal Engineer	\$ 212.40	17.0	\$	3,610.80	Proj. Mgmt., QC Review, Coordination, Bidding
Humphrey, Todd	Principal Engineer	\$ 215.40	2.0	\$	430.80	Work Zone Traffic Control Design WC
Mieczkowski, Michael	Staff Engineer	\$ 120.30	4.0	\$	481.20	Bidding
Rode, Michael	Senior Project Engineer	\$ 126.60	70.5	\$	8,925.30	Design, Estimate, Contract Documents, Bidding
Rode, Michael	Senior Project Engineer	\$ 142.50	20.5	\$	2,921.25	Design, Estimate, Contract Documents, Bidding
				\$	31,242.75	

ITEM II - DIRECT-NON SALARY SUMMARY

Item	Cost	Description
MILEAGE	\$ -	
TOTAL	\$ -	

ITEM IA	\$ 31,242.75
ITEM II	\$ -
TOTAL EFFORT	\$ 31,242.75
ORIGINAL MAXIMUM AMOUNT PAYABLE	\$ 10,000.00
EXPENDED TO DATE (FROM INVOICE #2)	\$ 9,586.50
EFFORT 6/11/22 TO PROJECT COMPLETION	\$ 31,242.75
AMOUNT UNDER (OVER) BUDGET	\$ (30,829.25)

Attachment C, Page 3

C&S Engineers, Inc.

Van Duzee Street over Black River
City of Watertown, Jefferson County
Design / Construction Support - Supplement No. 1
BIN 2220210

CONSTRUCTION SUPPORT SUMMARY OF ADDITIONAL EFFORT TO PROJECT COMPLETION

ITEM IA - SPECIFIC HOURLY RATES

Staff	Title	Rate	Hours	Item 1A		Task
				Direct	Technical Salary	
	Senior Project Engineer	\$ 142.50	40	\$	5,700.00	Const. Support, closeout
	Principal Engineer	\$ 212.40	24	\$	5,097.60	Preconstr. Mtg., startup, Const. Support, closeout
	Resident Engineer	\$ 186.00	200	\$	37,200.00	Const. Support (Site Visits, Recordkeeping)
				\$	47,997.60	

ITEM II - DIRECT-NON SALARY SUMMARY

Item	Rate	Miles	Cost	Description
Mileage (8 trips)	\$0.655	130	\$ 681.20	Mileage from Syracuse to site
Material Testing			\$ 10,000.00	Material Testing (Field), Concrete, Paint
			\$ 10,681.20	

ITEM IA	\$ 47,997.60
ITEM II	\$ 10,681.20
TOTAL EFFORT	\$ 58,678.80
MAP	\$ -
EXPENDED TO DATE	\$ -
EFFORT TO PROJECT COMPLETION	\$ 58,678.80
AMOUNT UNDER (OVER) BUDGET	\$ (58,678.80)

Res No. 4

April 7, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-03 WWTP Lift Station Systems Upgrade Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the WWTP Lift Station Systems Upgrade Project, per City specifications and publicly opened and read the sealed bids on March 23, 2023, at 10:00 a.m. EST.

The Purchasing Department received one (1) sealed bid submittal and the bid tabulation are shown below:

Vendor Name Location and Point of Contact	Koester Associates
	3101 Seneca Turnpike
	Canastota, NY 13032
	Mark Koester Mkoester@koesterassociates.com
Total Base Bid	\$165,240.00

The Purchasing Manager and Water and Engineering Departments reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the WWTP Lift Station Systems Upgrade Project to Koester Associates as the lowest responsive responsible bidder at a total price of **\$165,240.00.**

The WWTP Lift Station Systems Upgrade Project is funded from the Sewer Fund by funds appropriated by the City Council within the fiscal year 2022-23 Adopted Budget as well as the proposed budget readoption included herein.

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

RESOLUTION

Page 1 of 1

Accepting Bid for WWTP Lift Station Systems
Upgrade Project from Koester Associates

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to upgrade the existing lift station systems located on Ives Street, City Center Industrial Park, Fairbanks Street and VanDuzee Street, and

WHEREAS the Purchasing Department advertised and received one (1) sealed bid for the WWTP Lift Station Systems Upgrade Project, and

WHEREAS on March 23, 2023, at 10:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Water and Engineering Departments and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Koester Associates, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Koester Associates in the amount of \$165,240.00, and

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

Seconded by _____



CITY OF WATERTOWN, NEW YORK
CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380

Bid Project:	WWTP LIFT STATIONS SYSTEMS UPGRADE PROJECT
Bid Number:	2023-03
Bid Opening Date:	THURSDAY, MARCH 23, 2023 @ 10:00

The following results are bids as presented at the bid opening and do not represent an award.

Vendor Name Location and Point of Contact	Koester Associates			
	3101 Seneca Turnpike			
	Canastota, NY 13032			
	Mark Koester Mkoester@koesterassociates.com			
Total Base Bid	\$165,240.00			

G8130 – Sewage Treatment Plant and Disposal

Fiscal Year 2022-23

Equipment

Lift Station Flow Monitoring and Pump Control System Upgrades (5)- \$80,000

Installing of these 5 units will standardize all 10 lift stations. The new flow monitoring will give accurate volumes being pumped through the lift station and allow remote operation of station.

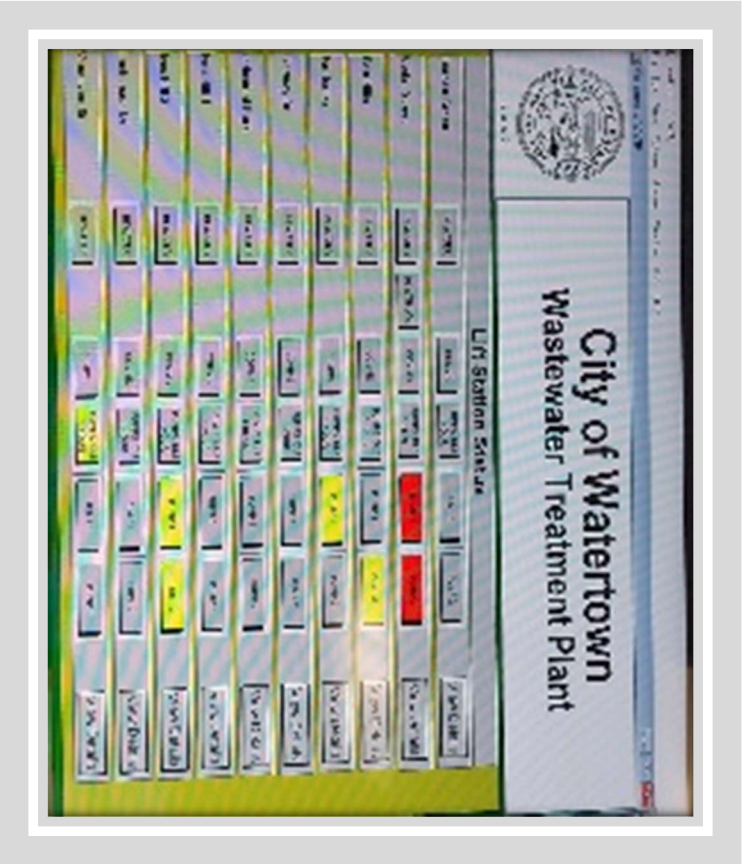


G8130 – Sewage Treatment Plant and Disposal

Fiscal Year 2022-23
Equipment

Communication System Upgrades (10) \$50,000

Communication upgrades will allow the lifts stations to have an improved connection to the supervisory control and data acquisition (SCADA) system.



Res. No. 5

April 7, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Readopting Fiscal Year 2022-23 Sewer Fund Budget – Lift Station Systems Upgrade Project

Earlier in this agenda City Council considered a resolution to accept the bid submitted by Koester Associates in the amount of \$165,240. The Fiscal Year 2022-23 Sewer Fund budget appropriated \$130,000 for the wastewater treatment plant lift station systems upgrade project (\$80,000 for lift station flow monitoring and control system upgrades and \$50,000 for communication system upgrades).

If the resolution was approved, City Council needs to also consider re-adopting the Fiscal Year 2022-23 Sewer Fund budget to appropriate fund balance to cover the budgetary shortfall.

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2022-23 Sewer
Fund Budget – Lift Station Systems Upgrade
Project

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS on June 6, 2022 the City Council passed a resolution adopting the Budget for Fiscal Year 2022-23, of which \$7,622,275 was appropriated for the Sewer Fund, and

WHEREAS the adopted Fiscal Year 2022-23 Sewer Fund budget appropriated \$80,000 for lift station flow monitoring and control system upgrades and \$50,000 for communication system upgrades, and

WHEREAS the City's Purchasing Manager and Water Superintendent recommended City Council accept the bid submitted by Koester Associates for the wastewater treatment plant lift station systems upgrade project in the amount of \$165,240 resulting in a budgetary shortfall of \$35,240,

NOW BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the Sewer Fund Budget for Fiscal Year 2022-23 and makes the following adjustments in the re-adopted Sewer Fund Budget:

SEWER FUND

Revenues:

G.0000.0909	Fund Balance	<u>\$ 35,240</u>
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Expenditures:

G.8130.0250	Sewage Treatment and Disposal – Other Equipment	<u>\$ 35,240</u>
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Seconded by

April 4, 2023

To: The Honorable Mayor and City Council

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

Subject: Approving an Amendment to the Grant Agreement with the Alcohol & Substance Abuse Council of Jefferson County, Inc., d/b/a Pivot for the Frontline Employment Partnership Program

On November 15, 2021, the City Council approved a grant agreement in the amount of \$56,476 with the Alcohol & Substance Abuse Council of Jefferson County, Inc., d/b/a Pivot. The grant funds were used to establish the Frontline Employment Partnership Program at the Anchor Recovery Center of NNY. The project was funded using Coronavirus Aid, Relief and Economic Security (CARES) Act funding from HUD through the Community Development Block Grant Program (CDBG).

The program was designed to support and assist individuals recovering from substance use disorders in their quest to achieve and sustain employment. This was accomplished by case managing clients and coordinating services among several organizations including the Anchor Recovery Center, The Workplace-Jefferson County, and the Community Action Planning Council (CAPC) of Jefferson County. Anchor Recovery Center staff worked to bridge individuals to the services offered by all three agencies, connect individuals to employment, and case manage the individuals to successful and sustained employment.

The grant funds were used to hire a case manager employed by the Anchor Recovery Center to work with individuals as described above. The program has been extremely successful so far with 134 individuals securing employment through the program.

As discussed at the April 3, 2023, meeting, City Council members agreed to reallocate \$14,000 in available CARES Act funds to the Frontline Employment Partnership Program to extend the program for a few more months until additional funds are obtained from other sources to continue it in the long term.

A copy of the original agreement is attached for your review along with a copy of the proposed grant agreement amendment. The resolution prepared for City Council consideration approves the amendment to the grant agreement with the Alcohol & Substance Abuse Council of Jefferson County, Inc., d/b/a Pivot for the Frontline Employment Partnership Program and authorizes the Mayor to sign it on behalf of the City.

RESOLUTION

Page 1 of 1

Approving an Amendment to the Grant Agreement with the Alcohol & Substance Abuse Council of Jefferson County, Inc., d/b/a Pivot for the Frontline Employment Partnership Program

Council Member Hickey, Patrick J.

Council Member Olney, Clifford G. III

Council Member PIERCE, Sarah V.C

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Council approved a Grant Agreement with the Alcohol & Substance Abuse Council of Jefferson County, Inc., d/b/a Pivot on November 16, 2021, for the Frontline Employee Partnership Program, and

WHEREAS the Grant Agreement allocated \$56,476 in Coronavirus Aid, Relief and Economic Security (CARES) Act funding from the United States Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program, and

WHEREAS the project has been extremely successful, and Pivot has identified a need in the community to extend the program to continue to provide much needed program services, and

WHEREAS the City has additional CARES Act funding available that can be reallocated to the Frontline Employment Partnership Program to extend the program, and

WHEREAS in order to allow for the continuation of the program, the City is amending the Frontline Employment Partnership Program Grant Agreement dated November 16, 2021 to increase the grant funding by \$14,000 to a total amount not to exceed \$70,476,

NOW THEREFORE BE IT RESOLVED that the City Council approves the Grant Agreement Amendment for the Frontline Employment Partnership Program with the Alcohol & Substance Abuse Council of Jefferson County, Inc., d/b/a Pivot, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith, is hereby authorized and directed to execute said Amendment on behalf of the City of Watertown.

Seconded by

GRANT AGREEMENT AMENDMENT
Frontline Employment Partnership Program

The Agreement entered into on the 16th day of November, 2021 by and between the City of Watertown, a municipal corporation having its principal office located at 245 Washington Street, Watertown, New York 13601, hereinafter referred to as the “City” and the Alcohol & Substance Abuse Council of Jefferson County, Inc., d/b/a Pivot, with its principal office at 167 Polk Street, Watertown, New York, 13601, hereinafter referred to as “Pivot” is hereby amended.

WITNESSETH:

WHEREAS the City is the recipient of Coronavirus Aid, Relief and Economic Security (CARES) Act funding from the United States Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program, and

WHEREAS the City has previously allocated \$56,476 in CARES Act funding to Pivot for the Anchor Recovery Center’s Frontline Employment Partnership Program, and

WHEREAS Pivot has identified a need in the community to extend the program to continue to provide much needed program services, and

WHEREAS Pivot has been searching for alternative funding sources for the program to extend it beyond the originally anticipated end date but needs additional funding to continue the program in the interim, and

WHEREAS the City has additional CARES Act funding available to be used on eligible projects that can bridge the program until additional funding is secured, and

WHEREAS in order to allow for the continuation of the project, the City is amending the Frontline Employment Partnership Program budget to include \$14,000 in additional funding, and

WHEREAS amending the Frontline Employment Partnership Program budget can be completed without an amendment to the City’s Annual Action Plan,

NOW THEREFORE, the City and Pivot do mutually agree to amend their Grant Agreement dated the 16th day of November, 2021, as follows:

The total grant amount listed in paragraph three of the Grant Agreement is hereby increased by \$14,000 to a total amount not to exceed \$70,476.

Alcohol & Substance Abuse Council of
Jefferson County, Inc., d/b/a Pivot, a 501
(c)(3) Not-For-Profit Organization

By: William Bowman

Its: Executive Director

CITY OF WATERTOWN

By: Jeffrey M. Smith

Its: Mayor

Res No. 7

April 5, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: RFP #2023-05 Trash Abatement Services – Code Enforcement
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed proposals from qualified vendors for Trash Abatement Services – Code Enforcement, per City specifications and publicly opened and read the sealed proposals on March 16, 2023, at 2:00 p.m. EST.

The Purchasing Department received one (1) sealed proposal submittal and the tabulation is shown below:

Vendor Name Location and Point of Contact	SWBG Wholesale, Inc.
	193 Green St
	Watertown, NY 13601
	Neil Katzman
	neil@swbg.us
Description	Cost
Cost per job per hour - per man only billed in 1 hr increments	\$50.00
Cost per yard disposal fee (or lump fee)	\$75.00
Cost per job hour (dump truck)	\$100.00
Cost per job hour (dump trailer)	\$100.00
Cost per job hour (additional equipment) listed below	
Snow blower - Tool cat w/ operator	\$100.00
Versa Handler w/ handler	\$100.00
Walk behind Snow Blower w/ handler	\$65.00

The Purchasing Manager and Code Enforcement Supervisor reviewed the response to ensure compliance with the specifications and hereby recommend that City Council award the contract for Trash Abatement Services – Code Enforcement (as-needed basis) to SWBG Wholesale Inc. using the fee schedule shown above for a period of one (1) year, with three (3) mutually agreeable optional one-year extensions.

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

RESOLUTION

Page 1 of 1

Approving Agreement with SWBG
Wholesale, Inc. for Trash Abatement
Services

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to enter into a services contract with an experienced and established vendor to provide trash abatement services for trash, junk, and debris abatement services at privately owned, non-compliant residences located within the City limits, Watertown, NY, and

WHEREAS the Purchasing Department advertised and received one (1) sealed proposal for Trash Abatement Services, and

WHEREAS on March 16, 2023, at 2:00 p.m. the proposals received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the proposal received with the Code Enforcement Supervisor and it is their recommendation that the City Council accept the proposal submitted by SWBG Wholesale, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the agreement with SWBG Wholesale, Inc. for Trash Abatement Services, a copy of which is attached and made part of this resolution, and

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

Seconded by _____



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

RFP Project:	TRASH ABATEMENT SERVICES - CODE & ORDINANCE ENFORCEMENT (as needed)
RFP Number:	2023-05
RFP Due Date:	March 16, 2023 @ 2:00 PM

The following results are bids as presented at the bid opening and do not represent an award.

Vendor Name Location and Point of Contact	SWBG Wholsale, Inc.			
	193 Green St			
	Watertown, NY 13601			
	Neil Katzman			
	neil@swbg.us			
Description	Cost			
Cost per job per hour - per man only billed in 1 hr increments	\$50.00			
Cost per yard disposal fee (or lump fee)	\$75.00			
Cost per job hour (dump truck)	\$100.00			
Cost per job hour (dump trailer)	\$100.00			
Cost per job hour (additional equipment) listed below				
Snow blower - Tool cat w/ operator	\$100.00			
Versa Handler w/ handler	\$100.00			
Walk behind Snow Blower w/ handler	\$65.00			

AGREEMENT

THIS CONTRACT is made and entered into this **xx** day of **April, 2023** by and between the City of Watertown, New York, (the “City”) and SWBG Wholesale, Inc., State of New York, (the “Contractor”).

Witness: The City and the Contractor agree as follows:

Article 1. DESCRIPTION. The Contractor shall supply all labor, materials, and equipment to perform the **Trash Abatement Services -Code & Ordinance Enforcement (as needed)** described in the Specifications and Contract Documents for RFP#2023-05 titled Trash Abatement Services – Code & Ordinance Enforcement that were presented by the City of Watertown, NY in its invitation for proposals due on March 16, 2023.

Article 2. CONTRACTOR’S OBLIGATIONS. In consideration, of the payments to be made as hereinafter provided, and of the performance by the City of all of the matters and things to be performed by the City, the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial workmanlike and approved manner, the work described under Article 1 hereof, within the time specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and direction of the City’s Code Enforcement Supervisor made in accordance with this Contract.

Article 3. CITY’S OBLIGATIONS. The City agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the suspension or discontinuance of the work as herein specified, including any delay encountered in completing the work, and for faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Proposal Form of the RFP hereto attached as part of the Contract Documents.

Article 4. CONTRACT DOCUMENTS. This document and the Specifications and Contract Documents for RFP#2023-05 titled Trash Abatement Services – Code & Ordinance Enforcement that were presented by the City of Watertown, NY in its invitation for proposals due on March 16, 2023 and any addenda thereto constitute the entirety of the agreement between the City and the Contractor.

Article 5. FAILURE TO COMPLY. If the Contractor fails to comply with any of the terms, conditions, provisions, or stipulations of this Contract, according to the true intent

and meaning thereof, then the City may make use of any or all remedies available to it under the Contract or at law.

Article 6. COMPLY WITH RULES The Contractor shall comply at all times with local City codes and New York State Department of Labor and OSHA Regulations.

Article 7. WORK COMPLETION The work is to be substantially completed by agreed upon terms with the RFP and at the direction of the City's Code Enforcement Supervisor.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed, in (3) three copies, the day and year first above written.

CITY OF WATERTOWN

By: _____ (Seal)

City Manager

CONTRACTOR

By: _____ (Seal)

ACKNOWLEDGMENTS

STATE OF ()

() SS:

COUNTY OF ()

On the _____ day of _____, 2023 before me, the undersigned, a Notary Public, in and for said State, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

Notary Public

STATE OF ()

() **SS:**

COUNTY OF ()

On the _____ day of _____, 2023 before me, the undersigned, a Notary Public, in and for said State, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

Notary Public

Res No. 8

April 3, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: RFP #2023-07 Basketball Court Resurfacing Services
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed proposals from qualified vendors for Basketball Court Resurfacing Services, per City specifications and publicly opened and read the sealed proposals on March 22, 2023, at 3:00 p.m. EST.

The Purchasing Department received one (1) sealed proposal submittal and the tabulation is shown below:

Vendor Name Location and Point of Contact		Astroturf Corporation	
		2680 Abutment Rd.	
		Dalton, GA 30721	
		Lauren Summers	
		lauren.summers@astroturf.com	
Repair / Resurfacing Location	Qty	Per Location	Total Price
Location #1 North - John Adams	1	\$19,618.00	\$19,618.00
Location #2 Academy Street	1	\$9,019.00	\$9,019.00
Total Base Bid		\$28,637.00	

The Purchasing Manager and Superintendent of Parks & Recreation reviewed the response to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for Basketball Court Resurfacing Services to AstroTurf at a total price of **\$28,637.00**.

The Basketball Court Resurfacing Services are funded by a transfer from the General Fund as adopted in the Fiscal Year 2022-23 Capital Budget.

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

RESOLUTION

Page 1 of 1

Approving Agreement with AstroTurf
Corporation for Basketball Court
Resurfacing Services

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to enter into a services contract with an experienced and established vendor to provide basketball court resurfacing services for basketball courts located at the North (John Adams) Recreation Field and Academy Street Playground, Watertown, NY, and

WHEREAS the Purchasing Department advertised and received one (1) sealed proposal for Basketball Court Resurfacing Services, and

WHEREAS on March 22, 2023, at 3:00 p.m. the proposals received were publicly opened and read, and


WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the proposal received with the Superintendent of Parks & Recreation and it is their recommendation that the City Council accept the proposal submitted by AstroTurf Corporation, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the agreement with AstroTurf Corporation in the amount of \$28,637.00, a copy of which is attached and made part of this resolution, and

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

Seconded by _____

**FISCAL YEAR 2022-2023
CAPITAL BUDGET
FACILITY IMPROVEMENTS
ATHLETIC FACILITY MAINTENANCE**

PROJECT DESCRIPTION	COST
<p>Basketball Court Resurfacing – North & Academy Streets</p> <p>The Parks and Recreation Department is requesting that the basketball courts at John Adams Recreational Park (North) and Academy Street be repaired and resurfaced. The current surfaces are in poor condition. Resurfacing will improve the facilities and help extend their useful life.</p> <p>North:</p>  <p>Academy Street:</p>  <p>Funding to support this project will be from a transfer from the General Fund (A.9950.0900).</p>	<p>\$45,000</p>
TOTAL	\$45,000



CITY OF WATERTOWN, NEW YORK

CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380

RFP Project:	BASKETBALL COURT RESURFACING SERVICES
RFP Number:	2023-07
RFP Due Date:	March 22, 2023 @ 3:00 PM

The following results are bids as presented at the bid opening and do not represent an award.

Vendor Name Location and Point of Contact		Astroturf Corporation							
		2680 Abutment Rd.							
		Dalton, GA 30721							
		Lauren Summers							
		lauren.summers@astroturf.com							
Repair / Resurfacing Location	Qty	Per Location	Total Price	Per Location	Total Price	Per Location	Total Price	Per Location	Total Price
Location #1 North - John Adams	1	\$19,618.00	\$19,618.00						
Location #2 Academy Street	1	\$9,019.00	\$9,019.00						
Total Base Bid		\$28,637.00							

AGREEMENT

THIS CONTRACT is made and entered into this **xx** day of **April, 2023** by and between the City of Watertown, New York, (the “Owner”) and AstroTurf Corporation, State of New York, (the “Contractor”).

Witness: The Owner and the Contractor agree as follows:

Article 1. DESCRIPTION. The Contractor shall supply all labor, materials, and equipment to perform the **Basketball Court Resurfacing Services** described in the Specifications and Contract Documents for RFP#2023-07 titled Basketball Court Resurfacing Services that were presented by the City of Watertown, NY in its invitation for proposals due on March 22, 2023.

Article 2. CONTRACTOR’S OBLIGATIONS. In consideration,, of the payments to be made as hereinafter provided, and of the performance by the Owner of all of the matters and things to be performed by the Owner, the Contractor agrees, at his own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial workmanlike and approved manner, the work described under Article 1 hereof, within the time specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and direction of the City’s Parks & Recreation Superintendent made in accordance with this Contract.

Article 3. OWNER’S OBLIGATIONS. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done, and materials furnished, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the suspension or discontinuance of the work as herein specified, including any delay encountered in completing the work, and for faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Proposal Form of the RFP hereto attached as part of the Contract Documents.

Article 4. CONTRACT DOCUMENTS. The following documents shall constitute the Agreement, the whole to be collectively known and referred to as the Contract: Specifications and Contract Documents for Basketball Court Resurfacing Services; this Agreement dated, **xx** day of **April 2023**; and all interpretations of or addenda to the Contract Documents issued by the Owner or its Engineer (if applicable) with the approval of the Owner.

Headings and Titles contained herein and in the above listed documents are solely intended to facilitate reference to various provisions of the Contract Documents and in no way effect, limit or cast light on the interpretation of the provision to which they refer.

Article 5. If the Contractor fails to comply with any of the terms, conditions, provisions, or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies available to it under the Contract or at law.

Article 6. The Contractor shall comply at all times with local City codes and New York State Department of Labor and OSHA Regulations.

Article 7. The work is to be substantially completed by agreed upon terms with the RFP and at the direction of the City's Parks & Recreation Superintendent.

Article 8. Liquidated Damages

Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not completed within the times specified in Article 7 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in legal proceedings the actual loss suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Article 7 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Article 7 for completion and readiness for final payment until the Work is completed and ready for final payment.

Article 9. The following alterations and addenda have been made and included in this Contract before it was signed by the parties:

Addendum #____ - [Date_____]

Addendum #____ - [Date_____]

Addendum #____ - [Date_____]

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed, in (3) three copies, the day and year first above written.

CITY OF WATERTOWN

By: _____ **(Seal)**

City Manager

ACKNOWLEDGMENT

STATE OF (_____ **)**

(_____ **) SS:**

COUNTY OF (_____ **)**

On the _____ day of _____, 2023 before me, the undersigned, a Notary Public, in and for said State, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

Notary Public

CONTRACTOR

By: _____ **(Seal)**

ACKNOWLEDGMENT

STATE OF (_____ **)**

(_____ **) SS:**

COUNTY OF (_____ **)**

On the _____ day of _____, 2023 before me, the undersigned, a Notary Public, in and for said State, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

Notary Public

Res No. 9

April 5, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: RFP #2023-04 Mobility Management Services - City
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed proposals from qualified vendors to provide Mobility Management Services, per City specifications and publicly opened and read the sealed proposals on February 21, 2023, at 3:00 p.m. EST.

The successful firm will provide Mobility Management Services to serve people, transportation providers and human service agencies through coordination, service analysis, program development and the promotion of effective, collaborative solutions to meet the transportation needs of all residents of the City of Watertown and the greater Watertown Urbanized Area. The City intends to maintain a business relationship with the successful bidder for a minimum period of one (1) year with an option to renew the contract for three (3) additional one-year contracts as agreeable by both parties.

The Purchasing Department received one (1) sealed proposal submittal and the tabulation is shown below:

Vendor Name Location and Point of Contact			Volunteer Transportation Center
			24685 State Route 37
			Watertown, NY 13601
			sam@volunteertransportation.org
Mobility Management Services - City	Unit	Qty	Annual Rate
	Year	1	\$108,329.00
	Year	2	\$113,893.00
Proposal Total			\$222,222.00

The Purchasing Manager and Citibus Transit Director reviewed the response to ensure compliance with the specifications and hereby recommend that City Council award the proposal to Volunteer Transportation Center, Inc. for **\$108,329.00 (Year 1)**.

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

RESOLUTION

Page 1 of 1

Approving Agreement with Volunteer
Transportation Center, Inc. for Mobility
Management Services - City

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to enter into a services contract with an experienced and established vendor to provide Mobility Management Services to serve people, transportation providers and human service agencies through coordination, service analysis, program development and the promotion of effective, collaborative solutions to meet the transportation needs of all residents of the City of Watertown and the greater Watertown Urbanized Area, Watertown, NY, and

WHEREAS the Purchasing Department advertised and received one (1) sealed proposal for Mobility Management Services - City, and

WHEREAS on February 21, 2023, at 3:00 p.m. the proposals received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the proposal received with the Citibus Transit Director and it is their recommendation that the City Council accept the proposal submitted by Volunteer Transportation Center, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the agreement with the Volunteer Transportation Center, Inc. in the amount of \$108,329.00 (Year 1), a copy of which is attached and made part of this resolution, and

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

Seconded by _____



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Bid Project:	Mobility Management Services - City
RFP Number:	2023-04
Bid Opening Date:	February 21, 2023 @ 3:00 p.m.

The following results are bids as presented at the bid opening and do not represent an award.

Vendor Name Location and Point of Contact			Volunteer Transportation Center		
			24685 State Route 37		
			Watertown, NY 13601		
			sam@volunteertransportation.org		
Mobility Management Services - City	Unit	Qty	Annual Rate	Annual Rate	Annual Rate
	Year	1	\$108,329.00		
	Year	2	\$113,893.00		
Proposal Total			\$222,222.00		

AGREEMENT

This AGREEMENT made effective the 1st day of April by and between the City of Watertown, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business in the City of Watertown, Jefferson County, State of New York, through its Department of CitiBus, herein referred to as the “City”, and Volunteer Transportation Center, Inc., a 501(c)3 not-for-profit corporation of the State of New York with principal place of business located at 24685 Route 37, Watertown, New York 13601, herein referred to as “VTC”.

WITNESSETH:

WHEREAS: the City sought to procure mobility management services to improve public access to transportation options; and

WHEREAS: the City and VTC a desirous of entering into an agreement for said purpose; and

WHEREAS: VTC has the knowledge, skills, and experience necessary to perform these services.

NOW THEREFORE: in consideration of the mutual promises and covenants herein contained the parties agree as follows:

1. **SCOPE OF WORK:** Mobility management improves the access and use of public transportation services to help residents achieve three prominent economic and social outcomes by facilitating planning of:
 - a. Reliable access to employment, education, and training opportunities.
 - b. Reliable access to commercial and retail businesses, healthcare, and municipal services.
 - c. Integrate multi-modes of transportation options with the Greater Watertown, New York area.

To achieve these outcomes, the VTC will work to:

- Generate efficiencies in operation that can lead to increased level of service.
- Enhance and promote access to transportation services, especially for low income, senior citizens and individual with disabilities.
- Improve the delivery of public transportation services.
- Examine opportunities to install transportation infrastructure, such as bus shelters and seating.
- Conduct transportation surveys for the planning and assessment of related projects.
- Increase the coordination of the local or regional public and private transportation providers.
- Encourage cooperation and coordination among local and regional transportation providers.
- Provide a framework for project development and the allocations of financial resources.

AGREEMENT

PROJECT SELECTION:

The following questions will be used by the City, the VTC and by the MPO to help prioritize the advancement of public transportation goals and actions to ensure available resources are utilized in a cost effective and responsible manner:

- Does the strategy improve or expand the City's existing bus service?
- What resources are available to implement the strategy?
- Has the strategy been successful elsewhere?
- How quickly can the strategy be implemented?
- How does the anticipated impact compare to the level of the investment required?
- How much will it cost, and what resources will be used to sustain the outcome?
- Does the strategy leverage cost-effective public-private partnerships?
- Would the strategy likely be pursued as part of other public- or private-sector activities?
- Will the strategy have strong market acceptance among target groups and areas geographic?
- Will the strategy have political support for implementation?
- Are there secondary benefits that are achieved by implementing the strategy?

QUARTERLY REPORTS/FISCAL MANAGEMENT:

The Contractor will prepare and submit quarterly reports to the Citibus/Transit Director's Office that list steps completed for the quarter and include quarterly and year-to-date budget expenditures including grant and local match requirements.

2. **TERM.** Initial term shall be one-year (1) from April 1, 2023, to March 31, 2024 with the option to renew the contract for three (3) additional one-year terms as agreeable by both parties.
3. **CONSIDERATION.** Annual consideration for year one shall not exceed \$108,329.00. A project budget that includes total Federal, State and Local share amounts that is agreed upon between the City and VTC is attached.
4. **INSURANCE.** The VTC agrees to maintain insurance as specified by attached Appendix "A" and shall provide the City with a certificate of insurance naming the City of Watertown as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. All certificates of insurance shall provide that City be given thirty days' notice of any intent to cancel coverage.
5. **COMPLIANCE WITH RULES, REGULATIONS AND LAWS.** It is mutually agreed that all rules, regulations, and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such

AGREEMENT

legislation, rules, regulations, and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

- a. If it becomes applicable, VTC agrees to comply with the Federal Commercial Drivers' License Drug and Alcohol Testing Program requirements set forth in 49 CFR Parts 40 and 382.
 - b. In acceptance of this Agreement, the VTC covenants and certifies that he will comply in all respects with all Federal, State, County or other Municipal Law which pertains hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation, and human rights.
6. **CONFIDENTIALITY:** Information relating to individuals who may receive services pursuant to this Agreement shall be confidential and used only for the purposes intended under this Agreement, any records regarding personal and health information shall be archived in accordance with applicable Federal, State or Local, laws, rules and regulations. VTC covenants shall by the acceptance of this agreement certify that they will comply with all aspects of the Federal Health Insurance Portability and Accountability Act of 1996, hereinafter be referred to as HIPPA., specifically the HIPPA's Privacy Rule and HIPPA Security Rules with respect to the Protected Health Information (PII-11) of clients of the City as 'Business Associates' or 'Consumers' for the purpose of HIPPA.
7. **CONFLICT OF INTERESTS:** VTC hereby stipulates and certifies that there is no member of the City Council or other City of Watertown employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.
8. **LICENSES:** VTC hereby agrees that or permits necessary for this work, if any are necessary prior to the commencement of said work and shall be solely responsible for paying all fines or penalties incurred because of any improper or unlicensed services.
9. **INDEPENDENT CONTRACTOR STATUS:** VTC covenants and agrees that they will conduct and affirm their status as a independent contractor and that VTC and its employees or representatives will neither hold themselves out as nor claim to be an officer or employee of the City of Watertown and/or CitiBus public transit system., nor claim to be to an officer or employee of the City of Watertown for such purposes as said status being that of.
10. **HOLD HARMLESS:** The VTC shall at all times defend, indemnify and hold harmless the City and its' employees from any and all claims, damages or judgments of for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part VTC and in particular as may arise

AGREEMENT

from the performance under this contract. Such obligation of the City of Watertown shall not construe to negate, abridge, or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise.

11. **SETOFF RIGHTS:** The City shall have all its common law, equitable and statutory rights of setoff. These rights shall include, but not be limited to, the City's option to withhold for the purposes of setoff any money due VTC under this Agreement up to any amounts due owing to the City regarding any contract with any City department office or agency.
12. **AUDIT:** VTC shall take such action, if applicable and as necessary and appropriate, to comply with Federal Circular A-128 or Circular A-133 relative to Single Audit of Federal Financial Assistance. In any event, VTC shall provide the City with appropriate documentation should the City wish to conduct an audit relative to the expenditure of funds pursuant to this Agreement.
13. **RECORDS:** VTC shall submit to the City upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that the City may request concerning work, has, or will be performed, under this Agreement. All books and records of VTC shall, upon request, and/or audit by the City during the time hereof and for a period of six (6) thereafter.
14. **EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS:** It is expressly understood by and between the parties that all payments made pursuant to this agreement shall not exceed the amount appropriated to the Budget. VTC acknowledges their responsibility to examine the Budget to ensure that they within appropriations set forth in this agreement. The contract shall be deemed executory only to the extent of money available to the City for the performance of the terms herein. VTC agrees that the City shall have no liability under this agreement to VTC or to anyone else beyond the funds appropriated and available for this project. In the event of unforeseen circumstances, VTC may request a modification of the budgeted amount, in writing, to the City Council for authorization modify the budgeted amount.
15. **ASSIGNABILITY:** This agreement shall not be assigned, transferred, conveyed, sublet, or disposed of without the previous consent, in writing, of the City. To the extent assignment is granted in accordance with the terms of this paragraph. This Agreement shall be binding on the parties, their successors, heirs, and assignee(s).
16. **AMENDMENTS:** No waiver, modification or amendment of this Agreement or any part herein shall be valid, unless, submitted in writing and the Amendment is duly executed by both parties hereto. A waiver of any breach hereof, shall not prevent a forfeiture for any succeeding breach.
17. **ENTIRE AGREEMENT:** This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede all Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect. This Agreement shall be governed by the laws of New York State and any claims brought hereunder, shall be brought in an under the

AGREEMENT

jurisdiction of the State of New York.

18. **TERMINATION:** The City may terminate this Agreement at any time upon 30-day notice to terminate said Agreement.
19. **CORPORATE COMPLIANCE:** VTC has received a copy of the City's Corporate Compliance Plan. In addition, VTC attests that they have reviewed and have signed the City's Independent Contractor's/Vendor's Acknowledgement Form.

AGREEMENT

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed, in (3) three copies, the day and year first above written.

CITY OF WATERTOWN

By: _____ (Seal)

City Manager

ACKNOWLEDGMENT

STATE OF ()

() **SS:**

COUNTY OF ()

On the _____ day of _____, 2023 before me, the undersigned, a Notary Public, in and for said State, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

Notary Public

CONTRACTOR – VOLUNTEER TRANSPORTATION CENTER

By: _____ (Seal)

ACKNOWLEDGMENT

STATE OF ()

() **SS:**

COUNTY OF ()

On the _____ day of _____, 2023 before me, the undersigned, a Notary Public, in and for said State, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

Notary Public

April 5, 2023

To: The Honorable Mayor and City Council

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

Subject: Amending the Program Year 2021 Memorandum of Understanding Between the City of Watertown and CNY Fair Housing to Administer a Fair Housing Education and Enforcement Program

As a recipient of Community Development Block Grant (CDBG) entitlement funding under the United States Department of Housing and Urban Development (HUD), the City has certified that it will affirmatively further Fair Housing. As a part of this certification, the City is responsible for identifying barriers to Fair Housing and developing strategies to address those barriers.

Since CDBG Program Year 2016, the City has annually retained CNY Fair Housing to conduct Fair Housing education, advertising and enforcement activities in the Watertown service area, entering into a Memorandum of Understanding (MOU) each year for a billable amount of \$5,000, which CNY Fair Housing expends each year over the term of the MOU. The Council should note that the MOU term for each Program Year actually applies to the subsequent calendar year (e.g. the Program Year 2021 MOU has an activity term for Calendar Year 2022).

Due to staffing shortages and staffing turnover during calendar year 2022, CNY Fair Housing has only incurred approximately \$2,000 in billable expenses to date. In order to expend the remainder of the agreed upon amount, CNY Fair Housing and the City of Watertown will need to extend the term of the 2021 MOU through May 31, 2023.

The attached resolution approves an amendment to the MOU between the City of Watertown and CNY Fair Housing for the Program Year 2021 Fair Housing Education and Enforcement Program and authorizes the City Manager to execute the amendment on behalf of the City.

RESOLUTION

Page 1 of 1

Amending the Program Year 2021 Memorandum of Understanding Between the City of Watertown and CNY Fair Housing to Administer a Fair Housing Education and Enforcement Program

Council Member HICKEY, Patrick J.
 Council Member OLNEY III, Clifford G.
 Council Member PIERCE, Sarah V.C.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown, as a recipient of Community Development Block Grant (CDBG) Entitlement funding under the United States Department of Housing and Urban Development (HUD), has certified that it will affirmatively further Fair Housing, and

WHEREAS the City of Watertown has allocated CDBG funding in its Program Year 2021 Annual Action Plan for a Fair Housing Education Project, and

WHEREAS the City of Watertown, though a previously agreed upon Memorandum of Understanding (MOU), has retained CNY Fair Housing to be its qualified Fair Housing Enforcement Agency and conduct Fair Housing education and enforcement activities up to a not-to-exceed sum of \$5,000 of billable expenses for the term of the MOU, and

WHEREAS the MOU contains a clause allowing modifications to the agreement, and

WHEREAS the City and CNY Fair Housing mutually wish to modify the term of the MOU and extend the end date to May 31, 2023, and

WHEREAS the extension will allow CNY Fair Housing to incur billable expenses under the terms of MOU until May 31, 2023.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves an amendment to the MOU between the City of Watertown and CNY Fair Housing, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the City Manager, Kenneth A. Mix, to execute the amendment on behalf of the City of Watertown.

Seconded by

MEMORANDUM OF UNDERSTANDING AMENDMENT
Fair Housing Education and Enforcement

The Memorandum of Understanding (MOU) entered into on the 21st day of December, 2021 by and between the City of Watertown, a municipal corporation having its principal office located at 245 Washington Street, Watertown, New York 13601, hereinafter referred to as the “City” and CNY Fair Housing, with its principal office at 731 James Street, Syracuse, New York, 13203, hereinafter referred to as “CNY Fair Housing” is hereby amended.

WITNESSETH:

WHEREAS the City is the recipient of Community Development Block Grant (CDBG) Entitlement funding from the United States Department of Housing and Urban Development (HUD), and

WHEREAS the City, as a recipient of CDBG Entitlement funds, has pledged to Affirmatively Further Fair Housing, and

WHEREAS the City of Watertown, through this MOU, has retained CNY Fair Housing to be its qualified Fair Housing Enforcement Agency and conduct Fair Housing education and enforcement activities up to a not-to-exceed sum of \$5,000 of billable expenses for the term of the MOU, and

WHEREAS the MOU contains a clause under its “Modification and Termination” section, which states that “The City reserves the right to make a modification to this agreement as specified in the terms of this agreement,” and

WHEREAS the original MOU, on page one in the section titled “Term” stated: “The twelve-month period (January 1, 2022 – December 31, 2022) shall be the contract period,” and

WHEREAS the City and CNY Fair Housing mutually wish to execute the modification clause to amend the term of the MOU and extend the end date of the term to May 31, 2023, and

WHEREAS this will allow CNY Fair Housing to incur billable expenses under the terms of the MOU until May 31, 2023.

NOW THEREFORE, the City and CNY Fair Housing do mutually agree to amend their MOU dated the 21st day of December, 2021, as follows:

The contract period identified in the “Term” section on page one of the MOU is changed to January 1, 2022 – May 31, 2023.

CNY FAIR HOUSING

By: Sally Santangelo

Its: Executive Director

CITY OF WATERTOWN

By: Kenneth A. Mix

Its: City Manager

April 7, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-02 Grant Street, Henry Street and Seward Street
Reconstruction Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Grant Street, Henry Street, and Seward Street Reconstruction Project, per City specifications and publicly opened and read the sealed bids on March 20, 2023, at 2:00 p.m. EST.

The Purchasing Department received two (2) sealed bid submittals and the bid tabulations are shown below:

Vendor Name Location and Point of Contact	W.D. Malone	Luck Bros. Inc.
	708 County Route 7	73 Trade Rd.
	Hanibal, NY 13074	Plattsburgh, NY 12901
	Ryan Malone	Chris Kempney
	ryan@wdmalone.com	ckempney@luckbros.com
Total Base Bid	\$3,188,512.50	\$2,881,204.50
Total Bid Alternate 1	\$863,123.00	\$521,999.00
Total Bid Alternate 2	\$76,984.20	\$100,326.00

The Purchasing Manager and Engineering Department reviewed the responses in consultation with Bernier Carr & Associates to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the Grant Street, Henry Street, and Seward Street Reconstruction Project to Luck Bros. Inc. as the lowest responsive responsible bidder at a total price of **\$2,881,204.50**.

Bid Alternate 1 is for ornamental streetlights. Staff does not recommend accepting it because of the cost. Bid Alternate 2 is for permeable paving on a portion of Seward Street. Staff does not recommend accepting it because of concerns over availability and the cost.

The Grant Street, Henry Street, and Seward Street Reconstruction Project will be funded using funds from the Community Development Block Grant (CDBG), American Rescue Plan Act of 2021, CHIPS, and a transfer from the Sewer Fund.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Grant Street, Henry Street
and Seward Street Reconstruction Project from
Luck Bros. Inc.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to perform a full depth reconstruction to portions of Grant Street, Henry Street, and Seward Street to include new sanitary sewer, water main, storm sewer, asphalt pavement, concrete curbing and sidewalks, driveway aprons, signage and striping and ADA compliant crosswalks, and

WHEREAS the Purchasing Department advertised and received two (2) sealed bids for the Grant Street, Henry Street, Seward Street Reconstruction Project, and

WHEREAS on March 20, 2023, at 2:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department and in consultation with Bernier Carr & Associates and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Luck Bros. Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Luck Bros. Inc. in the amount of \$2,881,204.50, and

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

Seconded by _____

April 7, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Readopting Fiscal Year 2022-23 Capital Fund Budget and Fiscal Year 2022-23 Sewer Fund Budget – Grant Street, Seward Street, and Henry Street Construction Project

Earlier in this agenda City Council considered a resolution to accept the bid submitted by Luck Bros., Inc. in the amount of \$2,881,205 for the Grant Street, Henry Street and Seward Street reconstruction project. The projects were approved as part of the Fiscal Year 2021-22 Capital Fund budget at a combined estimated cost of \$2,450,000 and was to be funded with Community Block Development Grant funds, Consolidated Local Street and Highway Improvement Program (CHIPS) funds, American Rescue Plan Act of 2021 (ARPA) funds and a transfer from the Sewer Fund. The current project estimated cost is now \$3,525,000.

Design	\$ 218,000
Construction	2,881,205
Construction Inspection	370,000
Contingency	<u>55,795</u>
Total	<u>\$3,525,000</u>

If the resolution was approved to accept the bid from Luck Bros., Inc. then the City Council needs to also consider re-adopting the Fiscal Year 2022-23 Sewer Fund and Capital Fund budgets to appropriate additional ARPA funds and an additional transfer from the Sewer Fund.

RESOLUTION

Page 1 of 2

Readopting Fiscal Years 2022-23 Capital
Fund Budget and Fiscal Year 2022-23
Sewer Fund Budget – Grant Street, Seward
Street and Henry Street Reconstruction
Project

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS on September 7, 2021, the City Council re-adopted the Fiscal Years 2021-22 Capital Budget to add the Henry Street and Grant Street water main replacement projects at an estimated cost of \$400,000 funded by American Rescue Act of 2021 (ARPA) funds, and

WHEREAS on September 20, 2021, the City Council re-adopted the Fiscal Years 2021-22 Capital Budget to add the Seward Street reconstruction project at an estimated cost of \$850,000 funded by ARPA funds (\$200,000), Community Development Block Grant (CDBG) funds (\$300,000), Consolidated Local Street and Highway Improvement Program (CHIPS) funds (\$150,000) and a transfer from the Sewer Fund (\$200,000), and

WHEREAS on June 6, 2022 the City Council passed a resolution adopting the Fiscal Year 2022-23 Capital Budget which included the Grant Street and Henry Street reconstruction project at an estimated cost of \$1,200,000 funded by ARPA funds (\$695,258), CDBG funds (\$254,742) and a transfer from the Sewer Fund (\$250,000), and

WHEREAS the City's Purchasing Manager and City Engineer recommended City Council accept the bid submitted by Luck Bros. Inc., in the amount of \$2,881,205 which has created a project funding shortfall of budgetary shortfall of \$1,075,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Fiscal Years 2022-23 Capital Budget to amend the projects costs as follows:

Seward Street	\$ 810,000
Grant Street / Henry Street	\$ 2,715,000

and,

RESOLUTION

Page 2 of 2

Readopting Fiscal Years 2022-23 Capital
Fund Budget and Fiscal Year 2022-23
Sewer Fund Budget – Grant Street, Seward
Street and Henry Street Reconstruction
Project

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby re-adopts the Fiscal Year 2022-23 Sewer Fund Budget to provide the funding for the sanitary sewer portions of the Grant Street, Henry Street and Seward Street reconstruction project and makes the following adjustments in the re-adopted Sewer Fund Budget:

SEWER FUND

Appropriated Fund Balance:

G.0000.0900	Fund Balance	<u>\$ 100,000</u>
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Expenditures:

G.9950.0900	Transfer to Capital Projects Fund (Seward St)	(\$ 75,000)
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G.9950.0900	Transfer to Capital Projects Fund (Grant St./Henry St.)	<u>\$ 175,000</u>
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Total Expenditures		<u>\$ 100,000</u>
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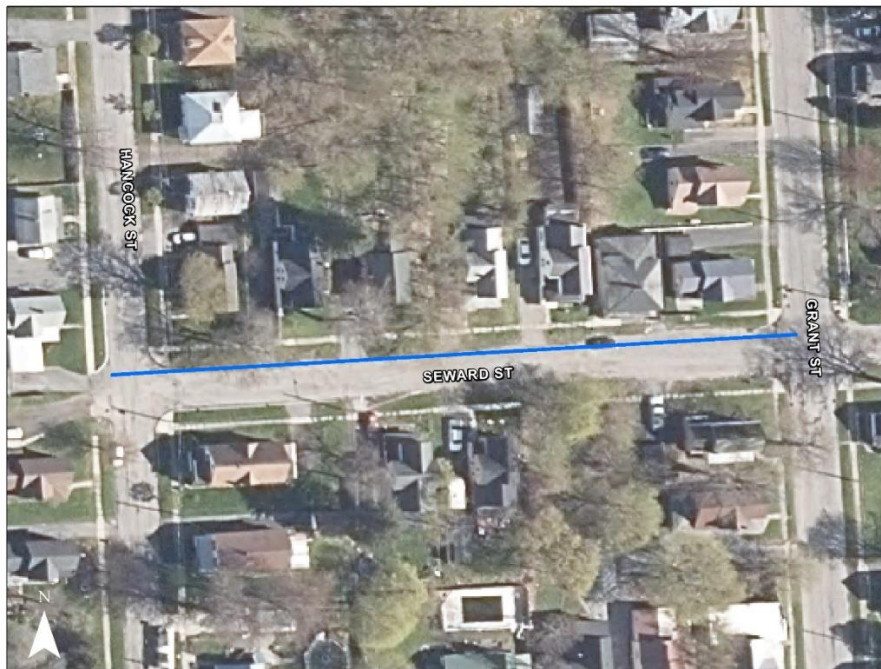
and,

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby appropriates additional ARPA funds for the Grant Street, Henry Street and Seward Street reconstruction project as follows:


Seward Street	\$ 59,976
Grant Street / Henry Street	\$ 839,776

Seconded by

**FISCAL YEAR 2022-2023
CAPITAL BUDGET
INFRASTRUCTURE
STREET, SIDEWALKS, STORM SEWER, WATER MAIN
and SANITARY SEWER**

PROJECT DESCRIPTION			COST
Seward Street Reconstruction			\$810,000
This project includes reconstruction of Seward Street and all of its underground utilities where needed.			
			
	Original Budget	Re-adopted Budget	
Street - CHIPs	\$ 150,000	\$ 150,000	
Street - CDBG	\$ 150,000	\$ 71,276	
Street - ARPA	\$ -	\$ 59,976	
Storm Sewer - CDBG	\$ -	\$ 141,920	
Sidewalk - CDBG	\$ 150,000	\$ 61,830	
Water - ARPA	\$ 200,000	\$ 200,000	
Sanitary - Sewer Fund (G.9950.0900)	<u>\$ 200,000</u>	<u>\$ 125,000</u>	
	<u>\$ 850,000</u>	<u>\$ 810,000</u>	
TOTAL			\$810,000

**FISCAL YEAR 2022-2023
CAPITAL BUDGET
INFRASTRUCTURE
STREETS, SIDEWALKS, STORM SEWERS, WATER
MAINS and SANITARY SEWERS**

PROJECT DESCRIPTION			COST
Grant / Henry Street Reconstruction			\$2,715,000
<p>The Grant / Henry Street Reconstruction Project involves the replacement of curbs and repaving of Grant and Henry Streets between Main Street East and Starbuck Avenue Street using CDBG grant funding provided by HUD. CDBG funding allocated in fiscal year 21-22 was utilized for sidewalks in the same area. Remaining funds from the sidewalk project will be used for a portion of the street reconstruction. American Rescue Plan Act and CHIPs funding have also been allocated for the replacement of the water main and paving.</p> 			
	Original Budget	Re-adopted Budget	
Street - CDBG	\$ 254,742	\$ 71,732	
Street - ARPA	\$ 345,258	\$ 878,268	
Storm Sewer - ARPA	\$ 350,000	\$ 480,000	
Sidewalk - CDBG	\$ -	\$ 153,234	
Sidewalk - ARPA	\$ -	\$ 61,766	
Water - ARPA	\$ 400,000	\$ 645,000	
Sanitary - Sewer Fund (G.9950.0900)	<u>\$ 250,000</u>	<u>\$ 425,000</u>	
	<u>\$ 1,600,000</u>	<u>\$ 2,715,000</u>	
TOTAL			\$2,715,000

Res No. 13

April 7, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-13 WTP Exterior Door and Frame Replacement Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the WTP Exterior Door and Frame Replacement Project, per City specifications and publicly opened and read the sealed bids on April 4, 2023, at 2:00 p.m. EST.

The Purchasing Department received three (3) sealed bid submittal and the bid tabulation are shown below:

Vendor Name Location and Point of Contact	Zerodraft of CNY Inc.	Northern Glass Company, Inc.	Dow Electric, Inc.
	8170 Thompson Road	22443 NYS Route 37	3874 State Route 11
	Cicero, NY 13039	Watertown, NY 13601	Malone, NY 12953
	Gary Kent, CFO	Ian Hill, Vice President	Karl Wisner, Project Mgr
	gkent@getzerodraft.com	ihill@Northernglass.com	karlwisner@dowelectric.com
Total Base Bid	\$187,500.00	\$237,144.00	\$207,000.00

The Purchasing Manager and Water and Engineering Departments reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the WTP Exterior Door and Frame Replacement Project to Zerodraft of CNY Inc. as the lowest responsive responsible bidder at a total price of **\$187,500.00**.

The WTP Exterior Door and Frame Replacement Project is funded by a transfer from the Water Fund as adopted by the City Council within the fiscal year 2022-23 Capital Budget and delay of the Water Administration Building perimeter drain project.

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

RESOLUTION

Page 1 of 1

Accepting Bid for WTP Exterior Door and
Frame Replacement Project from
Zerodraft of CNY Inc.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to replace two (2) single entrance and seven (7) double exterior insulated metal doors located within the Water Treatment Plant, and

WHEREAS the Purchasing Department advertised and received three (3) sealed bids for the WTP Exterior Door and Frame Replacement Project, and

WHEREAS on April 4, 2023, at 2:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Water and Engineering Departments and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Zerodraft of CNY Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Zerodraft of CNY Inc. in the amount of \$187,500.00, and

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

Seconded by _____



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

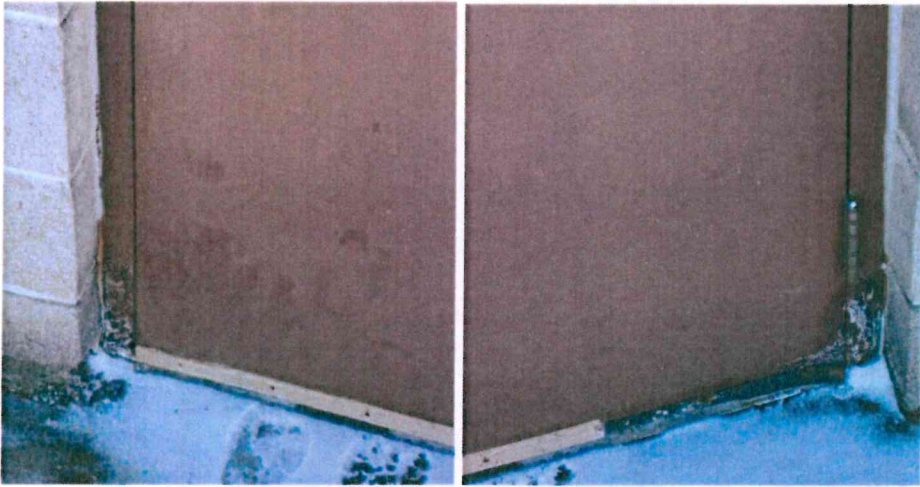

WATERTOWN, NEW YORK 13601-3380

Bid Project:	WTP Exterior Door and Frame Replacement Project
Bid Number:	2023-13
Bid Opening Date:	April 4, 2023 @ 2:00 PM

The following results are bids as presented at the bid opening and do not represent an award.

Vendor Name Location and Point of Contact	Zerodraft of CNY Inc.	Northern Glass Company, Inc.	Dow Electric, Inc.	
	8170 Thompson Road	22443 NYS Route 37	3874 State Route 11	
	Cicero, NY 13039	Watertown, NY 13601	Malone, NY 12953	
	Gary Kent, CFO	Ian Hill, Vice President	Karl Wisner, Project Mgr	
	gkent@getzerodraft.com	ihill@NorthernGlass.com	karlwisner@dowelectric.com	
Total Base Bid	\$187,500.00	\$237,144.00	\$207,000.00	

**FISCAL YEAR 2022-2023
CAPITAL BUDGET
FACILITY IMPROVEMENTS
PURIFICATION**

PROJECT DESCRIPTION	COST
<p>Door Replacements</p> <p>Replace 2 single entrance and 7 double exterior insulated metal doors. The doors located at the Dose station, COAG pump station, Pumphouse and Process Complex. Replacing these will improve energy efficiency and building security. The current doors were installed in 1990. The door frames and casing have deteriorated resulting in difficulties in operation and created gaping allowing cold air infiltration.</p> <div data-bbox="191 743 1105 1226">  </div> <div data-bbox="186 1257 1032 1814">  </div> <p>Funding to support this project will be from a transfer from the Water Fund (F.9950.0900).</p>	<p>\$130,000</p>
TOTAL	\$130,000

April 5, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-14 Barben Avenue, Holcomb Street, Bugbee Drive, and East Street Water Main Replacement Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Barben Avenue, Holcomb Street, Bugbee Drive, and East Street Water Main Replacement Project, per City specifications and publicly opened and read the sealed bids on March 27, 2023, at 3:00 p.m. EST.

The Purchasing Department received three (3) sealed bid submittals and the bid tabulations are shown below:

Vendor Name Location and Point of Contact			Edge Civil Corporation		J.L. Excavation		Powis Contracting	
			Parish, NY 13131		Chaumont, NY 13622		Copenhagen, NY 13626	
Description	Unit	Est. Quantity	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
Total Base Bid			\$1,597,319.00		\$1,801,139.30		\$2,214,248.99	

The Purchasing Manager and Engineering Department reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the Barben Avenue, Holcomb Street, Bugbee Drive, and East Street Water Main Replacement Project to Edge Civil Corporation as the lowest responsive responsible bidder at a total price of **\$1,597,319.00**.

The Barben Avenue, Holcomb Street, Bugbee Drive, and East Street Water Main Replacement Project, as added to the Fiscal Year 2021-22 Capital Budget and adopted by resolution on September 7, 2021, will be funded using funds from the American Rescue Plan Act of 2021.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Barben Ave., Holcomb St.,
Bugbee Dr., and East St. Water Main
Replacements Project from
Edge Civil Corporation

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to construct and replace water mains and appurtenances located on Barben Avenue, Holcomb Street, Bugbee Drive and East Street, and all other associated work, and

WHEREAS the Purchasing Department advertised and received three (3) sealed bids for the Barben Avenue, Holcomb Street, Bugbee Drive and East Street Water Main Replacements Project, and

WHEREAS on March 27, 2023, at 3:00 p.m. the bids received were publicly opened and read, and


WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Edge Civil Corporation, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Edge Civil Corporation in the amount of \$1,597,319.00, and


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

Seconded by _____

FISCAL YEAR 2021-2022 CAPITAL BUDGET INFRASTRUCTURE WATER MAIN

PROJECT DESCRIPTION	COST
<p>Barben Ave/Holcomb St/Bugbee Dr Water Main</p> <p>This project includes the replacement of 2534' of 8" cement lined cast iron pipe on Barben Ave., from Washington Street to Holcomb Street. The pipe was installed in 1940 and has had 23 breaks since 1994. The replacement of approximately 1370' of 8" cement lined cast iron pipe on Holcomb Street, Mullin Street to Ten Eyck and Chestnut to Barben Avenue. The pipe was installed in 1948 and 1959 and has had 16 breaks since 1993. The replacement of 781' of 8" transite pipe on Bugbee Drive (Holcomb to Harris) installed in 1959. The pipe has had 6 breaks since 2004.</p>  <p>Funding to support this project will be from the American Rescue Plan of 2021.</p>	<p>\$1,400,000</p>
TOTAL	\$1,400,000

**FISCAL YEAR 2021-2022
CAPITAL BUDGET
INFRASTRUCTURE
WATER MAIN**

PROJECT DESCRIPTION	COST
<p>East Street Water Main</p> <p>This project includes the replacement of 491' of 4" cast iron pipe from Main Street East to Moulton Street, installed in 1940. The pipe is undersized for fire protection and the pipe has been in service beyond its use expectancy.</p>  <p>Funding to support this project will be from the American Rescue Plan of 2021.</p>	<p>\$200,000</p>
TOTAL	\$200,000

April 10, 2023

TO: The Honorable Mayor and City Council

FROM: Kenneth A. Mix, City Manager

SUBJECT: Approving Golf Course Concession License Agreement with Spokes on the Green, Incorporated

A Request for Proposals (RFP) was issued for the use, operation, maintenance, and management of food and beverage concession services at Thompson Park Golf Course. Only one proposal was submitted in response to the RFP and that was by Jamie Danielson, the owner of Spokes.

Ms. Danielson has created a new company named Spokes on the Green, Incorporated to operate the concession. A concession license agreement has been drafted and is attached for City Council review.

Spokes will pay \$1.00 for the license fee for the remainder of this calendar year. They will have the right to request a one-year extension with the fee structure to be agreed upon before January 1, 2024. The minimum base fee for 2024 will be \$5,000. The right to extend into 2024 reserves the City's right to determine additional fee amounts above the base \$5,000, which will include the ability to collect payments for special events. The City will have the right to audit 2023 receipts to determine the future value of the license.

There will also be a stand-alone guaranty agreement from the principals to back up the indemnities in the license and a general certificate of the licensee to confirm all current equity ownership, which is a safeguard for any intercompany transfers and to confirm the entity is in good standing.

Proof of insurance will be required, and payment of the \$5,000 security deposit will be made upon execution of agreement.

A resolution approving the agreement is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Golf Course Concession License
Agreement with Spokes on the Green,
Incorporated

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City of Watertown desires to contract for the use, operation, maintenance and management of food and beverage concession services at Thompson Park Golf Course, and

WHEREAS proposals were solicited through a Request for Proposals (RFP) for providing the food and beverage services at the golf course, and

WHEREAS only one proposal was submitted in response to the RFP by Jamie Danielson of BEL3, INC doing business as Spokes, and

WHEREAS Ms. Danielson has formed a new company named Spokes on the Green, Incorporated to operate the food and beverage concession at the golf course, and

WHEREAS staff is recommending that the right to provide food and beverage services be awarded to Spokes on the Green, Incorporated,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Thompson Park Golf Course Concession Facilities License Agreement with Spokes on the Green, Incorporated, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager of the City Watertown is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown in substantially the form attached hereto.

Seconded by _____

**CITY OF WATERTOWN, NEW YORK
THOMPSON PARK GOLF COURSE
CONCESSION FACILITIES LICENSE AGREEMENT**

This **CONCESSION FACILITIES LICENSE AGREEMENT** (herein, this “License” or “Agreement” or “License Agreement”) is made as of this ___ day of _____ 2023, and entered into by and between the **City of Watertown, New York**, a municipal corporation having its principal office at 245 Washington Street, Watertown, New York 13601 (herein, the “City”) and **Spokes on the Green Incorporated** a domestic business corporation duly formed and validly existing under the laws of the State of New York having its principal office at 252 Paddock Street, Watertown, New York 13601 (herein, the “Licensee”).

WHEREAS, the City is the owner of Thompson Park, which includes the “Thompson Park Golf Course” (herein, the “Golf Course”), which is comprised of (i) 66.30 acres identified as tax parcel number 12-20-101.701, upon which holes ten (10) through eighteen (18) are located, and (ii) 63.84 acres identified as tax parcels numbered 12-26-101.100 and 12-26-104.000 in the City of Watertown, and 83.18-1-3 in the Town of Watertown, upon which the existing clubhouse, start building, event tent bar building, and holes one (1) through nine (9) of said golf course are located (being the same land and improvements acquired by the City as of January 27, 2023), a map and delineation of said golf course lands (herein, the “Land”) and existing improvements (the “Existing Improvements”) being attached hereto as **Exhibit A**; and

WHEREAS, the City is also the owner of certain fixture and non-fixture equipment and materials associated with the Golf Course, including an event tent and related fixtures, club house furniture and equipment (including, but not limited to, kitchen and bar equipment, clubhouse furnishings, and event tent bar equipment, and hereinafter the “Equipment”, such Equipment being listed and detailed within **Exhibit B**, hereto); and

WHEREAS, the City desires to contract for the use, operation, management and maintenance food and beverage concession services for the Golf Course, and

WHEREAS, the City previously issued a Request for Proposals (“RFP”) for the operation and management of the food and beverage concession services for the Golf Course, for which the Licensee submitted a proposal in connection with same; and

WHEREAS, the City desires to engage the Licensee as concessionaire and licensee to operate and manage the food and beverage concession services for the Golf Course, which shall entail the grant of a revocable license to enter, occupy, operate, and maintain certain delineated portions of the Land and Existing Improvements as defined herein, and hereinafter defined as the “Licensed Premises”, and

WHEREAS, the City and Licensee desire to enter into this License Agreement to memorialize the specifying rights and obligations of the Licensee with respect to the occupation, operation and maintenance of the Licensed Premises.

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

I. DEFINITIONS AND REPRESENTATIONS OF LICENSEE

Section 1.01 As used throughout this License Agreement, the following terms shall have the meanings set forth below:

- (a) “City” shall mean the City of Watertown.
- (b) “City Manager” shall mean the City Manager of the City of Watertown or his/her successor (as identified by the City) and his/her designee.
- (c) “Comptroller” shall mean the Comptroller of the City of Watertown.
- (d) “Expendable Equipment” or “Personal Equipment” shall mean all equipment, other than Fixed Equipment, provided by the Licensee.
- (e) “Fixed Equipment” shall mean any property affixed in any way to Licensed Premises, whether or not removal of said equipment would damage the Licensed Premises.
 - (i) “Additional Fixed Equipment” shall mean Fixed Equipment affixed to the Licensed Premises subsequent to the date of execution of this License.
 - (ii) “Fixed and Additional Fixed Equipment” shall refer to Fixed Equipment and Additional Fixed Equipment jointly and several.
- (f) “Licensed Premises” shall mean those portions of the Golf Course that the Licensee is granted rights of access, operation and maintenance as delineated in **Exhibit A**, hereto, and as further detailed herein.
- (g) “Parks” shall mean the Department of Parks and Recreation located at 600 William T Field Drive, Watertown, New York 13601.
- (h) “Option” shall mean the Licensee’s right to request an extension of the License term for the calendar year 2024, which shall be subject to advance approval by the City pursuant to the terms hereof.
- (i) “Year” or “Operating Year” shall both refer to the period between the Commencement Date and December 31, 2023, and subject to the exercise and approval of the Option to extend for the 2024 season, may include the period January 1, 2024 through December 31, 2024.
- (j)

“Gross receipts” shall include, without limitation, all funds received by, or accruing to, Licensee, without deduction or set-off of any kind, from all revenue producing activities as may be specifically allowed hereunder or approved by City Manager, and directly related to and derived from Licensee’s activities at the Licensed Premises provided that Gross Receipts shall exclude: (a) the amount of any Gratuities and federal, state or local sales taxes which may now or hereafter be imposed upon or be required to be collected and paid by the Licensee as against its revenues; and (b) deposits actually refunded for cancelled events. Gross Receipts shall include all funds received for orders placed with Licensee or made outside or away from the Licensed Premises for services to be rendered at the Licensed Premises. All sales made or services rendered by Licensee from the Licensed Premises shall be construed as made and completed therein even though payment therefore may be made at some other place and although delivery of services rendered from Licensed Premises may be made at a location other than at the Licensed Premises. Funds received

for sales made or services rendered that neither occur at the Licensed Premises nor are the result of services rendered from the Licensed Premises are excluded from Gross Receipts.

For purposes of this subsection:

(a) With respect to non-catered restaurant services, a "Gratuity" shall mean a customer payment that: (i) is specifically designated or otherwise indicated by the customer as a gratuity, or purports to be a gratuity, and (ii) Licensee receives and pays over in total to its employees who are primarily engaged in the serving of food or beverage to guests, patrons or customers, including but not limited to, wait staff, bartenders, captains, bussing personnel and similar staff who are paid a cash wage as a "food service worker" pursuant to NY Labor Law § 652(4). Licensee shall provide documentation reasonably satisfactory to City Manager to prove that Gratuities were paid to employees in addition to their Regular Salaries, and were otherwise in accordance with the foregoing provisions. Such documentation shall be signed and verified by an officer of Licensee.

(b) With respect to catered events, a "Gratuity" shall be an amount no greater than 22% of the catering food and beverage sales for the event, provided that such Gratuity is a charge that: (i) is separately stated on the bill or invoice given to Licensee's customer, (ii) is specifically designated as a gratuity, or purports to be a gratuity, and (iii) is paid over by Licensee in total to its employees who actually provide services at the event, and who are primarily engaged in the serving of food or beverages to guests, patrons or customers, including, but not limited to, wait staff, bartenders, captains, bussing personnel, and similar staff. "Regular Salary" for purposes of subsections (a) and (b) shall mean the set hourly wage for the applicable employee. Licensee shall provide documentation reasonably satisfactory to City Manager to prove that Gratuities were paid to employees in addition to their Regular Salaries, and were otherwise in accordance with the foregoing provisions. Such documentation shall be signed and verified by an officer of Licensee. Party service charges, tips and gratuities are to be reported in the monthly gross receipts but are not subject to the applicable percentage fee rate.

(1) Gross Receipts shall also include all sales made by any other operator or operators using the Licensed Premises under a properly authorized sublicense or subcontract agreement with Licensee as provided in Section 17 herein, and shall include Licensee's income from rental and sublicense or subcontracting fees and commissions ("Commissions") received by Licensee in connection with all services provided by Licensee's subcontractors or sub-licensees, or instructors functioning as independent Licensees at the Licensed Premises.

(2) Gross Receipts shall include sales made for cash, debit or credit (debit and credit sales shall be included in gross receipts as of the date of the sale), it being the distinct intention and agreement of the parties that all sums paid to Licensee from all sources from the operation of this License shall be included in Gross Receipts. A four (4) percent deduction from Gross Receipts is allowed for credit card sales. Licensee may not however deduct or exclude from Gross Receipts any other commissions paid to credit card companies, to collection agencies, or to other outside parties engaged to assist in the collection of accounts receivable.

Section 1.02 Representations and Covenants of the Licensee.

The Licensee makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Licensee is a domestic business corporation duly formed and validly existing under the laws of the State of New York, has the authority to enter into this License Agreement and has duly authorized the execution and delivery of this License Agreement.

(b) Neither the execution and delivery of this License Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this License Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Licensee is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Licensee under the terms of any such instrument or agreement.

(c) The Licensed Premises and the operation thereof will conform to all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Licensed Premises, and the Licensee shall defend, indemnify and hold the City harmless from any liability or expenses resulting from any failure by the Licensee to comply with the provisions of this subsection (c).

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Licensee, threatened against or affecting the Licensee, to which the Licensee is a party, and in which an adverse result would in any way diminish or adversely impact on the Licensee's ability to fulfill its obligations under this License Agreement.

(e) The Licensee covenants that the Licensed Premises will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Licensed Premises except in compliance with all material applicable laws, (ii) the Licensee will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Licensed Premises or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Licensed Premises, (iv) that the Licensee will not place any underground storage tanks on the Licensed Premises, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Licensee, upon receiving any information or notice contrary to the representations contained in this Section shall immediately notify the City in writing with full details regarding the same. The Licensee hereby releases the City from liability with respect to, and agrees to defend, indemnify, and hold harmless the City, its elected officials, Manager, staff, directors, members, officers, employees, agents, representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. In the event the City in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Licensed Premises, the Licensee agrees to pay the expenses of same to the City upon demand, and agrees that upon failure to do so, its obligation for such expenses shall be deemed to be additional rent. The Licensee hereby agrees that at all times during which it is operating the Project, and whether or not this License Agreement is in effect, to comply with, and ensure compliance by its subtenants or sublessees with, the provisions of the Environmental Compliance and Indemnification Agreement dated on or about the date hereof, by and between the City and the Licensee (the "Environmental Compliance Agreement").

(f) The Licensee has provided to the City a certificate or certificates of insurance containing all of the insurance provision requirements included hereunder. If the insurance is canceled for any reason whatsoever, or the same is allowed to lapse or expire, or there be any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to any mortgagee, loss payee or additional insured until at least thirty (30) days after receipt by such party of written notice by the insurer of such cancellation, lapse, expiration, reduction or change.

II. GRANT OF LICENSE

Section 2.01 City hereby grants to Licensee, and Licensee hereby accepts from City, throughout the Term (including during the off-season of the Golf Course, as applicable) an exclusive License to operate and maintain Food and Beverage Concessions (“Food and Beverage Concessions”) on and within the City-owned premises located at Thompson Park Golf Course, including the Clubhouse, the outdoor tent and any permissible remote beverage delivery service areas within and upon the Golf Course. The license rights granted herein shall include Food and Beverage Concessions operations during normal Golf Course hours of operation and as an amenity to the Golf Course operations managed by the City by and through Parks.

The permissible hours of operations for the Food and Beverage Concessions shall be:

7:00 a.m. – 10:00 p.m.

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

The dates of seasonal operations granted pursuant to this License shall be [May 1 – October 15]

It is expressly agreed by the parties hereto that the license rights granted herein are limited to Food and Beverage Concessions operations during normal Golf Course hours of operation and as an amenity to the Golf Course operations managed by the City by and through Parks. The City expressly reserves the right to plan, market, conduct, charge for and coordinate all special events hosted at the Golf Course and within the Licensed premises, including, but not limited to all golf tournaments, gatherings and any other events conducted outside of normal Golf operations. Notwithstanding the foregoing, the Licensee may request the City’s approval to conduct “Special Events” within the Licensed Premises, which shall be subject to the Licensee’s payment of “Special Event Fees, as defined herein.

Section 2.02 Licensee shall obtain any and all approvals, permits, and other licenses required by federal, state, town, village and county laws, rules, regulations and orders which are or may become necessary to lawfully operate the Licensed Premises in accordance with the terms of the License and submit copies of same to City. Whenever any act, consent, approval or permission is required of the City, City Manager or Parks under this License, the same shall be valid only if it is in writing and signed by a duly authorized representative of the City.

Section 2.03 It is expressly understood that no land, building, space, improvement, or equipment is leased to Licensee, but that during the Term of the License, Licensee shall have the use of the Licensed Property only so long as Licensee is in compliance with each and every term and condition in this License and so long as this License is not terminated by the City.

Section 2.04 The Food and Beverage Concessions granted herein pertain solely to the Licensed Premises.

III. TERM OF LICENSE

Section 3.01 This License term shall commence on [May 1, 2023] (the “Commencement Date”) and, unless terminated earlier as herein provided, shall terminate on December 31, 2023 (the “Term”). The Licensee is granted the right to request an extension of one (1) additional year (the “Option”) to extend the Term for an additional period of January 1, 2024 through December 31, 2024 pursuant to and in accordance with the terms hereof.

Section 3.02 The Option may be requested by the Licensee at least sixty (60) days prior to the end of the Term (no later than November 3, 2023), which shall be subject to review and approval by the City, acting by and through the City Manager. Upon approval by the City, this License shall extend through December 31, 2024 in accordance with the terms hereof, including the required License Fees as set forth herein. Prior to January 1, 2024, Licensee and City will agree on the entirety of the compensation structure for the additional period of January 1, 2024 through December 31, 2024.

Section 3.03 Termination for Convenience by the City. As required by the Doctrine of Park Alienation as applied by the courts of the State of New York, notwithstanding any language contained herein, this License does not constitute a leasehold right or grant, and is terminable at will by the City in its sole and absolute discretion, at any time, which termination shall not be exercised in an arbitrary or capricious manner. Such termination shall be effective thirty (30) days after written notice is sent to Licensee. The City, its employees and agents shall not be liable for damages to Licensee in the event that this License is terminated by the City as provided for herein. In the event such notice is not given, this License shall terminate as described in Sections 3.01 and 3.04 of this agreement.

Section 3.04 Termination for Cause. The City may terminate this License for cause as follows:

(a) Should Licensee breach or fail to comply with any of the provisions of this License, any federal, state or local law, rule, regulation or order affecting the License or the Licensed Premises with regard to any and all matters, City may in writing order Licensee to remedy such breach or comply with such provision, law, rule regulation or order, and in the event that Licensee

fails to comply with such written notice within thirty (30) days from the receipt thereof, subject to unavoidable delays beyond the reasonable control of Licensee, then this License shall immediately terminate. If said breach or failure to comply is corrected, and a repeated violation of the same provision, law, rule, regulation or order follows thereafter, City, by notice in writing, may revoke and terminate this License, such revocation and termination to be immediately effective on the mailing thereof.

(b) The following shall constitute events of default for which this License may be terminated on one-day notice: (i) appointment of any receiver of Licensee's assets; (ii) the making of a general assignment for the benefit of creditor's; (iii) the occurrence of any act which operates to deprive Licensee permanently of the rights, powers, and privileges necessary for the proper conduct and operation of the License; (iv) the levy of any attachment or executive which substantially interferes with Licensee's operations under this License and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty days; (v) should Licensee be the subject of any proceeding under which all or any part of its assets may be subject to seizure, forfeiture or divestiture; and/or (vi) should any principal of Licensee be convicted of a crime involving moral turpitude. Nothing contained in paragraphs (a) or (b) above shall be deemed to imply or to be construed to represent an exclusive enumeration of circumstances under which City may terminate this License.

Section 3.05 Upon expiration or sooner termination of this License by City, all rights of Licensee herein shall be forfeited without claim for loss, damages, refund of investment of any other payment whatsoever against the City.

Section 3.06 In the event City terminates this License for reasons related to Paragraph 3.03 above, any property of the Licensee on the Licensed Premises may be held and used by City in order to operate the concessions at the Licensed Premises during the balance of the calendar year and may be held and used thereafter until the indebtedness of the Licensee hereunder, at the time of termination of this License is paid in full.

Section 3.07 Licensee agrees that upon the expiration or sooner termination of this License, it shall immediately cease all operations pursuant to this License and shall vacate the Licensed Premises without any further notice by City and without resort to any judicial proceeding by the City. Upon the expiration or sooner termination of this License, City reserves the right to take immediate possession of the Premises.

Section 3.08 Licensee shall, on or prior to the expiration or sooner termination of this License, remove all personal possessions from the Premises. Licensee acknowledges that any personal property remaining on the Premises after the expiration or sooner termination of this License is intended by Licensee to be abandoned. Licensee shall remain liable to the City for any damages; including lost revenues and the cost of removal or disposal of property should Licensee fail to remove all possessions from the premises on or before the expiration or termination date.

Section 3.09 No receipt of moneys by the City from Licensee after the termination of this License Agreement, or after the giving of any notice of the termination of this License Agreement, shall reinstate, continue or extend the Term or affect any notice theretofore given to Licensee, or

operate as a waiver of the right of the City to enforce the payment of fees payable by Licensee hereunder or thereafter falling due, or operate as a waiver of the right of the City to recover possession of the Licensed Premises by proper remedy. After the service of notice to terminate this License Agreement or the commencement of any suit or summary proceedings or after a final order or judgment for the possession of the Licensed Premises, the City may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting the notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the use and occupation of the Licensed Premises or, at the election of the City, on account of Licensee's liability hereunder.

IV. LICENSE PAYMENTS TO CITY

Section 4.01 Licensee shall make license fee payments (the "License Fees") to the City for each Operating Year. The License Fee payment amounts shall be as follows:

(i) For the initial Term of May 1 through December 31, 2023, a base license fee payment in the sum of \$1.00, which shall be payable to the City on the date hereof;

(ii) For any extended Term approved by the City pursuant to the Option and for the period January 1, 2024 through December 31, 2024, a base licensee fee payment in the sum of five thousand dollars (\$5,000), payable as of January 1, 2024, plus an agreed amount of additional base license fees for 2024;

(iii) For any extended Term approved by the City pursuant to the Option and for the period January 1, 2024 through December 31, 2024, any special events authorized and approved by the City and conducted outside of normal Golf Course Operations ("herein, any "Special Event"), Licensee shall pay to the City an agreed amount of rental fees and/or ticket sales charged and collected by Licensee for such approved Special Event, along with an agreed amount of Gross Receipts collected by Licensee during any such approved Special Event (herein, the "Special Event Fees"). Such Special Event Fees shall be paid to the City within thirty (30) days of any such approved Special Event.

Section 4.02 Late charges shall be assessed on any payment that is overdue for more than fifteen (15) days. In the event that payment of License Fees, percentage fees or other charges shall become overdue for fifteen (15) days following the date on which such fees are due and payable as provided in this License Agreement, a late charge of \$500.00 per month on overdue fee payments shall become immediately due and payable to the City. Said late charges shall be payable by Licensee without notice or demand. If such fee(s) and all arrearages (including late charges) are not paid in full by the fifteenth (15th) day of the month following the month in which it shall be due, or is already past due, an additional charge of \$100.00 for each overdue payment shall be added thereto and shall be payable and collectable with the next monthly license fee installment. Failure to abide by the terms of this Article shall be presumed to be a failure to substantially comply with the terms, conditions and covenants of this License Agreement and shall be a default hereunder. No failure by City Manager to bill Licensee for late charges shall constitute a waiver by City Manager of such late charges of his/her right to enforce the provisions of this Article. If any local, state or federal law or regulation which limits the rate of interest which can be charged pursuant to this

Article is enacted, the rate of interest set forth in this Article shall not exceed the maximum rate permitted under such law or regulation.

Section 4.03 (a) on or before November 1, 2023, Licensee shall submit to the City, in a form reasonably satisfactory to City, a statement of Gross Receipts, signed and verified by an officer of Licensee, reporting any Gross Receipts generated under the License Agreement during the Term. If the option is granted, Licensee shall also submit a summary report of Gross Receipts for the 2024 Operating Year by November 1, 2024. The yearly report shall be for reporting purposes only. Each of the reports referenced in each preceding two sentences shall report the gross Receipts generated at the Licensed Premises in the following categories: general food and drink for clubhouse, Special Events, Catering and Corporate Picnics, along with all other sources of revenue realized from the Licensee's operation of the Licensed Premises.

(b) Licensee shall include the amount of sales tax on its statement of Gross Receipts.

Section 4.04 On or before the thirtieth (30th) day following Each Operating Year, Licensee shall submit to City an income and expense statement pertaining to operations under this License, signed and verified by an officer of Licensee and a member of a Certified Professional Accounting firm.

Section 4.05 Accounting Procedures: Records. The Licensee shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Licensee is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, City Manager, Parks, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

Section 4.06 In the event City reasonably determines that Licensee or Licensee's employees, agents, sub-licensees, or subcontractors have breached any of the provisions contained in Section 4.1 through 4.4 hereinabove, Licensee will be charged \$500.00 with respect to each incident of breach, provided that Licensee has been given reasonable written notice of such breach and has failed to cure within thirty (30) days of such notice. City, in its own discretion, may elect to waive said charge.

Section 4.07 The License Fees shall be made payable to the Comptroller of the City of Watertown and delivered or mailed in time to arrive by the due date at the following address:

City of Watertown City Hall
245 Washington Street
Watertown, NY 13601

Section 4.08 The Licensee is required to submit to the City a security deposit (the “Security Deposit”) in the amount of \$5,000 as security for the faithful performance of this License Agreement and any necessary repairs or replacements to the Licensed premises and/or Equipment, with the understanding that the whole or any part thereof may be used by City to remedy any deficiency that may arise from any default on the part of Licensee. The Security Deposit is payable on or before the Commencement Date. This \$5,000 Security Deposit shall remain in effect for the life of this License Agreement and shall be held by the City, without liability for the City to pay interest thereon or any obligation to place or to keep cash deposited hereunder in interest-bearing bank accounts.

Section 4.09 Licensee is solely responsible for the payment of all federal, state and local taxes applicable to the operation of the Licensed Premises. With the exception of federal, state, county, and City sales tax, pursuant to Section 1.1(j) (i) of this License Agreement, no such applicable taxes may be deducted from Gross Receipts or from the compensation due under this License.

V. RIGHT TO AUDIT

Section 5.01 The City, by and through the City Manager and/or the Comptroller shall have the right, during business hours, after giving the Licensee twenty-four (24) hours advanced written notice, to examine or audit Licensee’s Records to verify Gross Receipts as reported by the Licensee. Notwithstanding the requirement for twenty-four (24) hour advance notice with respect to access to the Licensee’s Records for the purpose of audit; the City Manager and Comptroller or other duly authorized City representative reserves the right to conduct, and Licensee hereby permits, periodic “spot” inspections of the Licensed Premises at any time during business hours for the purpose of inspecting any equipment used by Licensee, including, but not limited to, cash registers and recording machines, and all reports or data generated from or by the equipment and to include health code and regulatory inspections, maintenance inspections and quality assurance inspections. Licensee shall cooperate fully and assist the City in any inspection, examination or audit thereof.

Section 5.02 The failure or refusal of the Licensee to permit the City to audit and examine the Licensee’s Records or otherwise conduct an inspection of the type referred to herein, or the interference in any way by the Licensee in such an audit, examination, or inspection, is presumed to be a failure to substantially comply with the terms and conditions of this License and a default hereunder which shall entitle City Manager to terminate this License.

Section 5.03 The failure or refusal of the Licensee to furnish any of the statements required to be furnished under this Agreement within thirty (30) days of its due date, the failure or refusal of the Licensee to maintain adequate internal controls or to keep any of the records as reasonably required by this Agreement or the existence of any unexplained discrepancy in the amount of fees required to be due and paid hereunder, as disclosed by audit conducted by the City, of more than five (5) percent in any two out of three consecutive months or more than ten (10) percent in one month, shall be presumed to be a failure to substantially comply with the terms and conditions of this License and a default hereunder, which shall entitle the City, at its option, to terminate this License. In addition, the failure or refusal of Licensee to furnish the required statements, to keep

the required records or to maintain adequate internal controls shall authorize the City to make reasonable projections of the amount of Gross Receipts which would have been disclosed had the required statements been furnished or the required records maintained, based upon such extrinsic factors as the auditors deem appropriate in making such projections. Licensee shall pay any assessment based upon such reasonable projections within fifteen (15) days after receipt thereof, and the failure to do so shall constitute an additional substantial violation of this License and a default hereunder.

VI. LICENSED PREMISES AND UTILITIES

Section 6.01 City shall provide the Licensed Premises in “as-is” condition, with no warranty with respect to condition or use by Licensee.

Section 6.02 City shall at its sole cost and expense, pay for all metered electric, water and gas utilities serving the Licensed Premises.

Section 6.03 Licensee shall at its sole cost and expense, establish accounts and service for phone and data services to be utilized by Licensee within the Licensed Premises.

VII. INFLAMMABLES

Section 7.01 Except for properly stored propane tanks, or as otherwise agreed to in writing by City, Licensee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New York.

VIII. OPERATIONS

Section 8.01 Licensee, at its sole cost and expense, shall operate the Food and Beverage Concessions operations during normal Golf Course hours of operation and as an amenity to the Golf Course operations managed by the City by and through Parks and for the benefit of the public. Licensee shall maintain and operate the Licensed Premises in an exceptionally attractive, first class safe, sanitary and inviting manner at all times, and in such further manner as City, City Manager and/or Parks shall prescribe and as permitted by the laws, rules, regulations and orders of government agencies having jurisdiction. Licensee accepts the Licensed Premises in their "as-is" condition and shall obtain necessary permits and approvals related to all operations at the Licensed Premises. Licensee shall perform such ongoing and preventive maintenance activities necessary to maintain the Licensed Premises in good order and repair, and consistent with prevailing, professional and industry or trade standards. Licensee shall provide the necessary number of personnel having the requisite skills together with the necessary personal equipment and consumable supplies to properly operate the Licenses Premises. All sales will be limited to food items and beverages only. No other items may be sold, except as provided within this License Agreement.

Section 8.02 (a) Licensee shall provide an adequate number of staff members possessing the requisite qualifications to conduct all its operations at the Licensed Premises during permitted

hours of operations. Licensee's employees at the Licensed Premises shall be qualified for their respective functions, clean, courteous, helpful, and neat in appearances at all times, and any uniforms and/or attire prescribed by Licensee shall be approved as to form by the City.

(b) Licensee shall be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references and suitability for working with the public, including children. At a minimum, Licensee shall comply with guidelines and procedures of City Manager provided to Licensee in writing, including the following:

i. Licensee shall be responsible for screening of all personnel, including substantiating credentials and reference checks. In addition, Licensee shall check each prospective personnel against the Statewide Sexual Offenders Registry.

ii. Licensee agrees not to hire or retain any personnel who refuse to: provide the names of references; provide documentation of credentials; provide information on criminal conviction records; or provide any other requested information that bears on the applicant's fitness to work with or in close proximity to the public, including children.

iii. Licensee agrees not to hire or retain any personnel who have not completely and truthfully reported information concerning their criminal convictions; whose criminal convictions record directly bears on their fitness to work with or in close proximity to the public, including children, or whose employment would involve an unreasonable risk to the safety or welfare of the public, including children, subject to and consistent with Article 23-A of the New York State Correction Law; or who have been the alleged perpetrator of an indicated child abuse and maltreatment report on file with the State Central Registry, or are the alleged perpetrator in an ongoing investigation pursuant to a child abuse and maltreatment report on file with the Registry.

The City Manager reserves the right to fire any employee whose actions do not conform with the above standards or whose pre-employment screening failed to uncover material information.

Section 8.03 The City, City Manager and/or Parks may make use of the Licensed Premises as provided in Section 9 herein.

Section 8.04 Licensee shall, at its sole cost and expense, obtain all licenses and permits that may be required to operate the Licensed Premises in accordance with applicable rules, laws and regulations. Licensee shall at all times operate the Licensed Premises in accordance with the provisions of any Certificates of Occupancy. Licensee may not occupy the premises until any existing violations are cured and the Fire Marshall's approval is obtained.

Section 8.05 Licensee shall submit to the City for prior approval all menus and pricing for Food and Beverage Concessions before the first day of each Operating Year, including a proposed menu and prices showing all food and beverage items to be sold by Licensee. All schedules are subject to the reasonable approval of the City. Following approval of such schedules, Licensee shall, at its sole cost and expense, print, frame, and prominently display in a place and manner designated by the City, the current approved schedule of operating days, hours, fees and rates, and public safety

rules pertaining to the operations of the facility. Any change in such approved hours and fees during the course of an Operating Year must receive prior approval from the City in writing.

Section 8.06 Licensee shall record contemporaneously all transactions involved in the operation of this License on New York State tested, non-resettable, cash registers and vending machine meters, and shall keep Records as required by Section 4 and as deemed acceptable by the City. In the event that any future Federal, State, or City law requires City vendors to provide real time auditable software or other cash register, Licensee shall comply with such law. All registers or other point of sale systems shall be equipped with tamper proof totalizers provided at the sole cost of Licensee.

Section 8.07 Licensee warrants that all services provided, and all food, beverages, or other items sold, pursuant to this License shall be of high grade and good quality. Licensee shall operate in such a manner as to maintain a very high health inspection rating.

The Licensee shall personally operate this License or employ an operations manager ("Manager") possessing appropriate qualifications to manage operations at the Licensed Premises in a manner that is satisfactory to City. The Manager must be available by telephone during all hours of operation, and Licensee shall provide the City with a telephone number at which City may contact the Manager directly in the event of an emergency. Licensee shall replace any Manager, employee, subcontractor or subcontractor whenever reasonably demanded by City Manager.

Section 8.08 Licensee shall provide equipment which will provide security for all monies received. Licensee shall provide for the transfer of all monies collected to Licensee's banking institution. Licensee shall bear the loss of any lost, stolen, misappropriated or counterfeit monies derived from operations under this License.

Section 8.09 Licensee shall, at its sole cost and expense, use its best efforts to recruit personnel from the communities immediately surrounding the Licensed Premises, and provide, hire, train, supervise, and be responsible for the acts of all personnel necessary for the proper operation of this License, including, but not limited to:

- (a) Collecting and safeguarding all monies generated under this License;
- (b) Maintaining the Licensed Premises;
- (c) Conducting and supervising all activities to be engaged in at the Licensed Premises;
- (d) Securing the Licensed Premises.

Section 8.10 Licensee shall provide access to disabled members of the public at any facilities which are newly constructed or reconstructed by Licensee at the Licensed Premises. The accessibility shall be clearly indicated by signs and included in all advertising by Licensee. Licensee shall include in its advertising and promotion program a plan that describes how it intends to make available programs, services and activities at the Licensed Premises readily accessible and useable by individuals with disabilities. Such plan shall provide for compliance with the applicable provisions of the American with Disabilities Act ("ADA") and any similarly applicable laws.

Section 8.11 Licensee shall, at its sole cost and expense, provide any lighting, music, music programming, and sound equipment which Licensee determines may be necessary for its operation under this License, subject to approval by City Manager. Licensee shall operate and play such sound equipment and music only at a sound level acceptable to City Manager. Licensee shall be responsible for payment of any and all fees or royalties to ASCAP, BMI, or such entity as they may require for such music or music programming. Licensee shall not have any outdoor, amplified music without the City Manager's prior written approval, on a time schedule approved by the City Manager.

Section 8.12 Licensee shall promptly notify the City Manager of accidents or unusual incidents occurring at the Licensed Premises. Such notice, including documents filed with any City, law enforcement, or insurance agencies, shall also be provided in writing within twenty-four (24) hours of the discovery of such accident or occurrence. Such accidents or incidents shall include, without limitation, damage to person or property, fire, flood, and casualty. Licensee shall also designate a person to handle all such claims, including all claims for loss or damage including all insured claims for loss or damage pertaining to the operation of the Licensed Premises, and Licensee shall notify the City Manager in writing as to said person's name and address.

Section 8.13 Licensee shall cooperate with the City and City Manager in providing use of the Licensed Premises without charge for Special Events and programs conducted by or arranged for by the City and/or Parks pursuant to Section IX herein. The City, City Manager and/or Parks shall consult with Licensee in an effort to schedule such events at times mutually agreeable to Licensee and to the city, City Manager and/or Parks, with the final decision to be reasonably made by the City, City Manager and/or Parks.

Section 8.14 The Licensee will be required to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor laws and local labor laws.

Section 8.15 Any sign posted by the Licensee at the Licensed Premises, or any advertisement used in connection with such facility, shall be subject to the prior written approval of the City, which approval shall not be unreasonably withheld, shall be appropriately located, and shall state that the Licensed Premises is a City of Watertown municipal concession operated by the Licensee.

Section 8.16 Licensee shall, at its sole cost and expense, post throughout the Licensed Premises such signs as may be necessary to direct patrons to its services and facilities. Said signs shall indicate the schedule of hours of operation. It is expressly understood that if Licensee contemplates placing any sign off-site, such as on nearby highways or streets, it shall be Licensee's responsibility to obtain any necessary approvals or permits from any governmental agency having jurisdiction over such highways, streets or locations in addition to approval from the City. The design and content of all such signs are subject to the City's prior approval, which approval shall not be unreasonably withheld.

Section 8.17 Licensee shall receive approval from the City, prior to making any improvements, including but not limited to painting, landscaping, or posting of signage. All improvements made are at the sole cost and expense of the Licensee.

Section 8.18 The City reserves for its sole benefit all other rights to the Licensed Premises, including, but not limited to, intellectual property rights, the right to issue permits, and the right to retain revenues derived from other sources not specifically granted to Licensee.

Section 8.19 Licensee shall assume all risk in the operation of this License Agreement and agrees to comply with all Federal, State and Local regulations and all rules, regulations and ordinances of the City of Watertown affecting said premises in regard to all matters, and especially in the sale of, use of and storage of foodstuffs and beverages and the limitation of parts of the premises to special uses or for the use of special classes of patrons and to indemnify and hold said City, City Manager, Parks, and their agents, officers and employees harmless from any claims arising out of any violation of any law, ordinance or regulation.

Section 8.20 The City reserves the right to inspect, at any time, in order to ensure that the operator maintains the facility and equipment in a clean and sanitary manner, and Licensee shall provide, at all times, free access to the Licensed Premises to the city, City Manager and/or Parks or its representatives and to other City, State or Federal officials having jurisdiction, for inspection purposes.

Section 8.21 The Licensee will be responsible for all maintenance of the facility and equipment. Licensee shall obtain and pay for appropriate service licenses to keep the facility, including the kitchen equipment, maintenance equipment, HVAC system if any, and any other major operational systems in good working order, or shall provide necessary maintenance staff for such purpose. Licensee shall follow manufacturers recommended maintenance schedule for all equipment.

Section 8.22 Deliveries of supplies and equipment to the Licensed Premises by commercial vehicle shall be scheduled and coordinated by Licensee so as not to conflict with Parks' operations at the Licensed Premises.

Section 8.23 Licensee will not be authorized to sell, lease, license, market or otherwise offer so called "naming rights" and "sponsorship rights" to the Licensed Premises. The City specifically reserves all such rights.

IX. RESERVATION FOR CITY SPECIAL EVENTS

Section 9.01 City agrees to use its reasonable efforts to notify Licensee at least thirty (30) days in advance of any Special Events. It is expressly understood that this Section 9 shall in no way limit City right to itself sponsor or promote Special Events, as defined herein, at the Licensed Premises. The City represents to Licensee that it has not granted to any other person or entity any license, permit, or right of possession or use which would prevent Licensee in any way from performing its obligations and realizing its rights under this License, except as otherwise disclosed herein.

X. MAINTENANCE, SANITATION, AND REPAIRS

Section 10.01 Licensee shall, at its sole cost and expense and to the satisfaction of the City, put, keep, repair and preserve in good order all non-structural interior and exterior components of the Licensed Premises, including, without limitation, all mechanical and electrical systems. Licensee shall also be responsible for structural repairs caused by its negligence or willful misconduct. Licensee shall at all times keep the Licensed Premises clean, neat and with respect to the food and beverage service operations, fumigated, disinfected, deodorized and in every respect sanitary. Licensee shall provide regular cleaning and maintenance services for the Licensed Premises, up to and including the perimeter of the Licensed Premises. Licensee shall repair and maintain in good working order and replace when necessary any and all equipment installed at the Licensed Premises necessary for the proper operation of this License. Licensee shall provide equipment maintenance contracts, or directly provide maintenance services reasonably deemed by City to be equivalent to service contracts for the equipment on the Licensed Premises. Licensee shall adhere to the maintenance schedules recommended by the manufacturer for all mechanical systems and equipment. It is expressly understood and agreed that all outdoor areas (except for the interior of the tent facility) shall be maintained and operated by Parks.

Section 10.02 Licensee shall maintain the Licensed Premises to the satisfaction of the City. Licensee shall perform such maintenance in a good and worker-like manner.

Section 10.03 No later than thirty (30) days before the end of each Operating Year, Licensee shall conduct a site inspection at the Licensed Premises with a representative of Parks and City Manager. Such inspection shall assess the condition of the Licensed Premises and all fixed equipment therein, and determine the nature and extent of repairs performed by Licensee. In addition, City Manager and/or Parks may perform site inspections at random.

Section 10.04 Licensee shall procure and pay for all refuse services, including dumpsters that are located upon direction and approval of the City. All waste, garbage, refuse, rubbish, and litter ("Trash") which collects upon the Licensed Premises and within fifty (50) feet of all facilities (excluding vending machines) operated by Licensee without regard to its sources, shall be daily collected, recycled if necessary, bagged and placed in an area designated by City. Conversely, all Trash generated at the Licensed Premises during Licensee sponsored Special Events shall be collected and removed by Licensee at its sole cost and expense. Licensee shall not bring in any off-site waste, garbage, refuse, rubbish, and litter for disposal at the Licensed Premises, and waste receptacles shall be kept clean. In performing its duties under this section, Licensee shall comply with all applicable ordinances and programs of the City, Town, County, State and Federal governments. Subject to the provisions stated above, Licensee shall properly bundle and/or separate, as required, for pickup pursuant to City, Town, County, State and Federal law, all corrugated cardboard, magazines and catalogs, newspapers, high-grade office paper and envelopes, computer paper, phone books, paper bags, cardboard boxes, pizza boxes, non-Styrofoam egg cartons, milk and juice cartons, aluminum products (including foil and trays), metal cans, plastic and glass bottles, detergent bottles, glass jars, milk jugs, metals (pans, irons), aerosol cans, wire hangars, and paint cans. These recyclables must be rinsed or rid of all food products, as necessary. Licensee shall provide appropriate colored receptacles to allow the

public the opportunity to separate recyclable material from biodegradable waste resulting from sales made at the Licensed Premises.

Section 10.05 At its sole cost and expense City shall remove any and all graffiti that may appear on the buildings and structures on the Licensed Premises, including restrooms.

At the expiration or sooner termination of this License, Licensee shall turn over the Licensed Premises to City in good condition, ordinary wear and tear excepted.

XI. IMPROVEMENT AND/OR CORRECTION IN OPERATIONS

Section 11.01 Should the City reasonably decide that Licensee is not operating the Licensed Premises in a satisfactory manner, the City may, in writing, mailed certified mail, return receipt requested, order Licensee to improve operations to acceptable standards or to correct such conditions, as City may reasonably deem appropriate. In the event that Licensee fails to comply with such written notice or respond in a manner satisfactory within thirty (30) days from the receipt of said notice, notwithstanding any other provision herein, then City may terminate this License.

Section 11.02 Should City, in its sole judgment, decide that an unsafe or emergency condition exists on the Licensed Premises after written notification, Licensee shall have twenty-four (24) hours to correct such unsafe or emergency condition. If such unsafe or emergency condition cannot be corrected within said period of time, the Licensee shall notify the City in writing and indicate the period within such condition shall be corrected. City, in its sole discretion, may extend such period of time in order to permit Licensee to cure, under such terms and conditions as appropriate, or terminate this License.

XII. FIXED EQUIPMENT

Section 12.01 Licensee shall, at its sole cost and expense and to the satisfaction of City, provide and replace, if necessary, all equipment necessary for the operation of this License, and put, keep, repair, preserve and maintain in good order all equipment found on, placed in, installed in or affixed to the Licensed Premises.

Section 12.02 City has title to all Fixed Equipment. Licensee shall have the use of all Fixed Equipment located on the Licensed Premises.

Section 12.03 Title to any Additional Fixed Equipment and to all construction, renovation, or improvements made to Licensed Premises, shall vest in and belong to the City at City's option, which option may be exercised at any time after the substantial completion of the affixing of said equipment or the substantial completion of such construction, renovation or improvement. To the extent the City chooses not to exercise such option it shall be the responsibility of Licensee to remove such items at its sole cost and expense after the termination of this License.

Section 12.04 Licensee must acquire, replace, install or affix, at its sole cost and expense, any equipment materials, and supplies required for the proper operation of Licensed Premises as described herein or as reasonably required by City.

XIII. EXPENDABLE OR PERSONAL EQUIPMENT

Section 13.01 Licensee shall supply at its own cost and expense all Expendable or Personal Equipment required for the proper operation of this License, and shall replace the same at its own cost and expense when requested by City.

Section 13.02 Title to all Expendable or Personal Equipment provided by Licensee shall remain in Licensee and such equipment shall be removed by Licensee at the termination or expiration of this License, except as may be otherwise provided herein. Should any property remain in the Premises after such expiration or termination, the City shall notify the Licensee to remove such property within ten (10) days from the date of such writing and, if Licensee should fail to remove such property, the City may deal with such as though same had been abandoned and charge all costs and expenses incurred in the removal thereof to the Licensee. The Licensee's obligation to observe and perform all the terms covenants, and conditions of the agreement shall survive the expiration or other termination thereof. If Licensee's equipment is removed, the Licensee shall repair any damage caused to the Licensed Premises by said removal, to the reasonable satisfaction of the City.

Section 13.03 The Equipment to be removed by Licensee pursuant to Section 13.2 above shall be removed from the Licensed Premises in such a way as shall cause no damage to the Licensed Premises. Notwithstanding its vacating and surrender of the Licensed Premises, Licensee shall remain liable to City for any damage it may have caused to the Licensed Premises beyond ordinary wear and tear.

Section 13.04 A complete, detailed list of the personal property, fixtures, furnishings, and equipment of the City provided for the use of the Licensee during the Term period are attached hereto as **Exhibit B**.

XIV. EQUIPMENT AND CONDITION UPON SURRENDER

Section 14.01 Notwithstanding the foregoing, at the expiration or sooner termination of this License, Licensee shall surrender the Licensed Premises, and the Fixed and Additional Fixed Equipment to which City holds title, in at least as good a condition as said Licensed Premises and the Fixed and Additional Fixed Equipment were found by Licensee, reasonable wear and tear excepted. Licensee shall remove all other equipment owned and/or leased by Licensee.

Section 14.02 Licensee acknowledges that it is acquiring a license to use the Licensed Premises and Fixed Equipment thereon solely on reliance on its own investigation, that no representations, warranties or statements have been made by the City concerning the fitness thereof, and that by taking possession of the Licensed Premises and Fixed Equipment Licensee accepts them "as is" in their present condition.

XV. SALE OF ALCOHOLIC BEVERAGES

Section 15.01 Licensee shall be bound by the terms of the City's "ABC Law, Rules and Guidelines." A copy of the City's current "ABC Law, Rules and Guidelines" is attached to this Agreement as **Exhibit C**. Licensee shall also be specifically bound by the terms and conditions of any license issued by the State Liquor Authority.

Section 15.02 Licensee 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; and provide proof of its liquor liability insurance coverage in the amount of \$1,000,000 individual/\$2,000,000 aggregate.

XVI. INTENTIONALLY OMITTED

XVII. INTENTIONALLY OMITTED

XVIII. ASSIGNMENT, AMENDMENT, WAIVER, SUBCONTRACTING

Section 18.01 This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the City Manager or his or her duly designated deputy (the "City Manager"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

Section 18.02 It shall be a condition to the consent of the City to any assignment or subcontract that the Person to or with whom or which such assignment or subcontract is made agrees in writing that, except as provided in the following sentence with respect to amounts payable by the City, such Person shall be bound by the terms and conditions of this Agreement as though an original party hereto. Unless the action being approved is an assignment of every right and obligation of the Licensee under this Agreement, (i) the Licensee shall remain responsible for the full performance of its obligations under this Agreement, and (ii) no amounts payable by the City under this Agreement shall be or become payable by the City to any Person other than the Licensee.

XIX. ALTERATIONS

Section 19.01 (a) "Alteration" shall mean (excepting ordinary repair and maintenance): any restoration (to original premises or in the event of fire or other cause), rehabilitation, modification, addition or improvement to Licensed Premises; or any work affecting the plumbing, heating, electrical, water, mechanical, ventilating or other systems of Licensed Premises.

(b) Alterations shall become property of City upon their attachment, installation or affixing.

(c) In order to Alter the Licensed Premises Licensee must: (i) Obtain City's written

approval (which shall not be unreasonably withheld) for whatever designs, plans specifications, cost estimates, agreements and contractual understandings that may pertain to contemplated purchases and/or work; (ii) Insure that work performed and alterations made on Licensed Premises are undertaken and completed in accordance with submissions approved pursuant to section (i) of this Article in a good and workmanlike manner, and within a reasonable time; and (iii) Notify City of the completion of, and the making final payment for, any alteration within ten (10) days after the occurrence of said completion or final payment.

(d) City may, in its discretion, make repairs, alterations, decorations, additions or improvements to the Licensed Premises at the City's expense, but nothing herein shall be deemed to obligate or require the City to make any repairs, alterations, decorations, additions, or improvements, nor shall this provision in any way affect to impair Licensee's obligation herein in any respect. Any work performed by City will not interfere with Licensed activities under the License.

Section 19.02 City reserves the right to perform construction or maintenance work in its discretion at the Licensed Premises at any time during the term of this License. Licensee agrees to cooperate with City, to accommodate any such work by City and provide public and construction access through the Licensed Premises as deemed necessary by the City. City shall use its best efforts to give Licensee at least fourteen (14) days prior written notice of any such work, and not to interfere substantially with Licensee's operation or use of the Licensed Premises. City may temporarily close a part or all of the Licensed Premises for City's' purpose as determined by the City. In the event that Licensee must close the Licensed Premises for the purposes provided for in this License because of such Parks' construction, then Licensee may propose and submit for City approval a plan to equitably address the impact of the closure. Licensee shall be responsible for security of all of Licensee's property on the Licensed Premises at all times.

XX. INDEPENDENT CONTRACTOR

Section 20.01 The Licensee is an independent contractor of the City. The Licensee shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Licensee (a "Licensee Agent"), be (i) deemed a City employee, (ii) commit the City to any obligation, or (iii) hold itself, himself, or herself out as a City employee or Person with the authority to commit the City to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

XXI. NO ARREARS OR DEFAULT

Section 21.01 The Licensee is not in arrears to the City upon any debt or contract, and it is not in default as surety, contractor, or otherwise upon any obligation to the City, including any obligation to pay taxes to, or perform services for or on behalf of, the City.

XXII. COMPLIANCE WITH LAW

Section 22.01 Compliance With Law. (a) Generally, Licensee shall comply with any and all applicable Federal, State and local Laws, including those relating to a living wage, conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Personnel Screening. Where at any time the criminal history record of any personnel reveals a conviction of a crime, Licensee shall, upon notice from the head of the department charged with administering the contract, remove such personnel from duties involving unsupervised or regular and substantial contact with minors. Within five (5) business days of making any changes that involve adding or removing personnel who have unsupervised or regular and substantial contact with minors, Licensee shall notify the City Manager, in writing, that such addition or removal has occurred, and the basis for such addition or removal. Failure to comply with a lawful order of the City to remove personnel from duty shall constitute a material breach of the contract.

(c) Records Access. The parties agree that public access to records, documents and information produced under or as a result of the Agreement shall be controlled by applicable State and Federal laws concerning the disclosure of governmental records and/or information. In the event a party receives a request for disclosure of a record, document or information, reasonable efforts shall be used to notify the other party prior to disclosing the information in order to enable that party to take such action it deems appropriate. All information disclosed by City Manager, in tangible form, which is clearly marked with a "CONFIDENTIAL", "PROPRIETARY", "RESTRICTED" or similar legend, shall be deemed and protected as confidential City Manager information.

(d) Prevailing Wage. The Licensee will be required to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor laws and local labor laws.

XXIII. MINIMUM SERVICE STANDARDS

Section 23.01 Regardless of whether required by Law:

(a) The Licensee shall, and shall cause Licensee agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Licensee shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Licensee operates. The Licensee shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Licensee agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

XXIV. INDEMNIFICATION, DEFENSE, COOPERATION

Section 24.01 (a) the Licensee assumes all risk in its performance of all activities authorized by this License and shall be solely responsible for and shall indemnify and hold harmless the City, City Manager, Parks, and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Licensee or a Licensee Agent, including, without limitation, Licensee's operations pursuant to this License, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, provided, however, that the Licensee shall not be liable for a Loss, if any, caused by the negligence of the City.

(b) The Licensee shall, upon the City's demand and at the City's direction, promptly and diligently defend, at the Licensee's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties, and the Licensee shall pay and satisfy and judgment, decree, loss or settlement in connection therewith.

(c) The Licensee shall, and shall cause Licensee agents to, cooperate with the City, City Manager and Parks in connection with the investigation, defense or prosecution of any action, suit or proceeding.

(d) The provisions of this Section shall survive the termination of this Agreement.

XXV. INSURANCE

Section 25.01 (a) Types and Amounts. The Licensee shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "City of Watertown" as an additional insured and have a minimum single combined limit of liability of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Licensee's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, such as "Contractor's Liability Insurance" including Builder's All-Risk Insurance, as the City may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Licensee pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and reasonably acceptable to the City, and (ii) in form and substance reasonably acceptable to the City. The Licensee shall be solely responsible for the payment of all deductibles to which such policies are subject. The Licensee shall require any subcontractor hired in connection with this Agreement

to carry insurance with the same limits and provisions required to be carried by the Licensee under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to City Manager. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Licensee shall provide written notice to City Manager of the same and deliver to City Manager renewal or replacement certificates of insurance. The Licensee shall cause all insurance to remain in full force and effect throughout the term of this Agreement, and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Licensee to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Licensee to maintain the other required coverages shall be deemed a material breach of this Agreement, upon which the City reserves the right to consider this Agreement terminated as of the date of such failure.

XXVI. LIMITATIONS ON ACTIONS AND SPECIAL PROCEEDINGS AGAINST THE CITY

Section 26.01 No action or special proceeding shall lie or be prosecuted or maintained against the City upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Licensee shall present the demand or claim(s) upon which such action or special proceeding is based in writing to the City Manager for adjustment and the City shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Licensee shall send or deliver copies of the documents presented to each of (i) Parks and the (ii) the City Attorney (at the address specified above for the City) on the same day that documents are sent or delivered to the City. The complaint or necessary moving papers of the Licensee shall allege that the above-described actions and inactions preceded the Licensee's action or special proceeding against the City.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

XXVII. CONSENT TO JURISDICTION AND VENUE; GOVERNING LAW

Section 27.01 Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in the City of Watertown in New York State, and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of law's provisions thereof.

XXVIII. NOTICES

Section 28.01 Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a City employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) (i) if to Parks, to the attention of Parks at the address specified above for Parks, (ii) if to the City Manager at the address specified above for the City, (iii) if to the Comptroller, to the attention of the Comptroller at 245 Washington Street, Watertown, NY 13601, and (iv) if to the Licensee, to the attention of the person who executed this Agreement on behalf of the Licensee at the address specified above for the Licensee, or in each case to such other persons or addresses as shall be designated by written notice.

XXIX. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEVERABILITY, SUPREMACY

Section 29.01 (a) Every provision required by law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above, the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

XXX. SECTION AND OTHER HEADINGS

Section 30.01 The section and other headings contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement.

XXXI. ENTIRE AGREEMENT

Section 31.01 This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a conflict or ambiguity between any term of this Agreement above the signature page and any Schedule, the Agreement above the signature page shall take precedence followed by the City RFP and then the Licensee's Proposal.

XXXII. EXECUTORY CLAUSE

Section 32.01 Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The City shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all City approvals have been obtained, including, if required, approval by the City Council, and (ii) this Agreement has been executed by the City (as defined in this Agreement).

(b) Availability of Funds. The City shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the City from the state and/or federal governments.

XXXIII. WAIVER OF COMPENSATION

Section 33.01 Unless arising from the City's willful or negligent conduct hereunder, Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, including, but not limited to, deficiency or impairment of the water supply system, gas mains, electrical apparatus or wires furnished for the Licensed Premises, or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time, or for any loss resulting from fire, water, windstorm, tornado, explosion, civil commotion, strike or riot, and Licensee hereby expressly releases and discharges Parks, its agents, City Manager, and the City from any demands, claims, actions and causes of action arising from any of the causes aforesaid.

Section 33.02 Except as provided in Section 3.4 hereof, Licensee further expressly waives any and all claims for compensation, loss of profit, or refund of its investment, if any, or any other payment whatsoever, in the event this License is terminated by City.

XXXIV. WAIVER OF TRIAL BY JURY

Section 34.01 Licensee hereby waives trial by jury in any action, proceeding, or counterclaim brought by the City against Licensee in any matter related to this License.

XXXV. CONFLICT OF INTEREST

Section 35.01 Licensee represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, has any interest, directly or indirectly which would or may

conflict in any manner or degree with the performance or rendering of the services herein provided. Licensee further represents and warrants that in the performance of this License no person having such an interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or Parks, nor any person whose salary is payable, in whole or part, from the City treasury, shall participate in any decision relating to this License which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this License or in the proceeds thereof.

XXXVI. PROCUREMENT OF AGREEMENT

Section 36.01 Licensee represents and warrants that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage fee or any other compensation. Licensee further represents and warrants that no payment, gift or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. Licensee makes such representation and warranties to induce the City to enter into this License and the City relies upon such representations and warranties in the execution hereof.

Section 36.02 In the event of a breach or violation by Licensee of its representations or warranties made under Section 35.1 hereof, the City shall have the right to annul this License without liability to Licensee for any monies paid hereunder, if any.

XXXVII. JUDICIAL INTERPRETATION

Section 37.01 Should any provision of this License require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this License Agreement and that legal counsel was consulted by each responsible party before the execution of this License Agreement.

IN WITNESS WHEREOF, the Licensee and the City have executed this Agreement as of the date first above written.

LICENSEE
BEL 3, INC.

By: _____
Name:
Title:
Date:

CITY OF WATERTOWN

By: _____
Name:
Title:
Date:

STATE OF NEW YORK)

COUNTY OF _____)

On this ___ day of March, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to be that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person, or entity upon behalf of which the person acted executed the instrument.

Notary Public

STATE OF NEW YORK)

COUNTY OF _____)

On this ___ day of March, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to be that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person, or entity upon behalf of which the person acted executed the instrument.

Notary Public

Exhibit A
Map of Golf Course License Area





Exhibit B
Fixture and Non-Fixture Equipment

Kitchen

Traulsen 2-Door Commercial Freezer Serial #T33480B10 Model G22010
Cantaur Commercial Refrigerator Serial #MCR4L46010 Model CSD-2DR
True Refrigerated Sandwich Prep Table Serial 1-4464259 Model TSSU 48-12
Vulcan Commercial Convection Oven
Royal 4 Burner Stove, Flat Top Gridle & Double Oven
Delta Hood Fan with Pleeter Ansul System Fully Inspected and Fully Charges
Vulcan Deep Fryer - 2 Basket Serial #DV-1045731H3 Model LG500
Vulcan Deep Fryer - 1 Basket Serial #DV-1002701 Model LG300
Commercial Hot Dog Cooker/Steamer Serial #35114398 Model 35S
Panasonic Commercial Microwave Serial #6A99090044 Model NE-1251R
General Slicing - Meat Slicer on Rolling Cart
Kitchen-Aide Commercial Toaster Serial 3WXA0202567
Oster Commercial 4-Slice Toaster
Various sinks, prep work tables, cabinets
San Jamar B6186L EZ-Chill 6-Compartment Stainless Steel Condiment Bar

Clubhouse/Bar/Dining Room

Beverage-Air MT23-1B 29 1/2" Marketeer Series Black Refrigerated Glass Door Merchandiser with LED Lighting
Regency 18" x 24" Underbar Ice Bin with Juice Holders - Serial 600IB1824
Advance Tabco BK-2 Stainless Steel Single Tier Speed Rail - 24" #109BK2X
3 Compartment Stainless Steel Bar Sink with Built-In Drain Boards on Each Side
Advance Tabco BK-2 Stainless Steel Single Tier Speed Rail - 60"
Noble Products Manual 8" Triple Bar Glass Washer
Advance Tabco Hand Wash Sink Serial #7-PE-EC-SP
Beverage Air 4-Tap Draft Kegerator*
Soda Gun System with 2 Guns*
168" Continuous Stainless Steel Counter Top
16' Continuous Hunter Green Laminate Seated Bar Area
Various tables and cabinets
Presto Small Pizza Oven

Storage Room Inventory

Regency Ice Bagger for 8, 10, or 20 Pound Bags
Manitowoc Ice - Ice Maker with 430lbs. Of ice storage Model #QT0454A
Hussmann 3 Door Freezer Model HF92AT Serial #06020110
Hussman 3 Door Refrigerator Model HF82AT Serial #06020121
Imbera 2 Door "Coke" Cooler Model #VRD43 Serial #A66170500177
Wall Mounted Electronic Safe
Mop Sink with Faucet and Hose

Tent, Bar/Concession Building

True Custom Sliding 2 Door Refrigerator

Beverage Air MT53-1-SDB 54" Marketeer Series Black Refrigerated Sliding Glass Door

Avantco UBB-48-HC 48" Black Counter Height Narrow Solid Door Back Bar Refrigerator with LED Lighting

Avantco UDD-48-HC Four Tap Kegerator Beer Dispenser - Black (2) 1/2 Keg Capacity

Frigidaire 36 Bottle Wine Refrigerator

Regency 18" x 24" Underbar Ice Bin with Juice Holders - Serial 3600IB1824

Star Commercial Hot Dog Roller (Holds 36 Dogs)

Expert 3 Burner Grill

GE Microwave

Black and Decker 12 Cup Coffee Pots

Professional Series 50 Cup Coffee Digital Urn

20 Cup Coffee Warmers

Emeril Air Fryer Grill 360

Seville Classics 5-Level Commercial Shelving with Wheels Model #48245B

Hally Sinks & Tables H Stainless Steel 24" x 60" Commercial Heavy-Duty Table with Undershelf and Backsplash

Utility Beverage Cart

Exhibit C

ABC Law Rules and Guidelines

- You must provide the City of Watertown with a copy of your license certificate at least 24 hours before the start of your event.
- You as the licensee are responsible for the activities of employees and patrons in all parts of the licensed premises, even if you are not always physically present, to ensure that the business is operating in accordance with the ABC Law.
- Your license certificate must be displayed so that it is in a conspicuous place inside the premises near the point of sale. Copies of the certificate for posting purposes are not acceptable.
- If you wish to make any changes in the structure of your corporation, or if you wish to change the individuals on the license, you must file the appropriate application and obtain approval from the Authority before making these changes.
- Appropriate books and records detailing purchases with invoices and the amount of each sale must be maintained at the premises and made available for inspection by SLA investigators.
- Bartenders, waitresses, waiters, hostesses and/or any persons who handle and receive payment for alcoholic beverages must be at least 18 years old.
- Bus persons and dishwashers who handle containers which have held alcoholic beverages must be at least 16 years old and must be directly supervised by someone at least 21 years old.
- According to Section 260.21 of the Penal Law, persons under the age of 16 must be accompanied by a parent or guardian to enter an on premises establishment.
- Alcoholic beverages must be consumed on the premises.
- Hours of sale are determined by the closing hours in the county where your establishment is located and your license/permit. Be sure you know the proper hours.
- You must have a valid bond in effect at all times.
- Purchases of alcoholic beverages must be made from duly licensed manufacturers and wholesalers. Purchases from retail stores or from any other retail licensee for resale are not permitted.
- Gambling of any type, either professional or social, is not permitted on any licensed premises. Exceptions are the sale of lottery tickets when licensed by the Division of the

Lottery and bingo or games of chance when authorized by the State Racing and Wagering Board.

- Refilling or tampering with the contents of any container containing alcoholic beverages is not permitted.
- An alcoholic beverage must be dispensed from the container in which it was received from the wholesaler.
- Any plans to make major physical changes or to substantially alter the licensed premises in any way may require permission from the authority prior to construction.
- Patrons may consume drinks purchased before closing hours up until one-half hour after the legal closing hours.
- To prevent sales to minors, ask for proof. It is a crime to give or sell alcoholic beverages to anyone under the age of 21. You should instruct your employees to check for proof of age before selling any alcoholic beverages. Acceptable documents for identification:
 - Valid New York State driver's license or a valid driver's license from any other state or Canada.
 - Valid identification issued by the New York Department of Motor Vehicles (non-Driver ID card).
 - Valid United States military identification.
 - Valid passport or visa from the United States government or any other country.

<p>College ID OR Sheriff's ID Cards are <i>NOT</i> acceptable Proof of Age.</p>
--

- Have a written policy on what you expect from employees when making alcoholic beverage sales and post the policy for all employees to see.
- Post a "Date Born After" sign in close proximity to all cash registers.
- Establish an ongoing training and education program for all employees.
- Be sure your bartenders, wait staff and clerks understand that they can be arrested for selling alcoholic beverages to minors and/or intoxicated people.
- Support your employees when they refuse to make a sale.
- Encourage responsible drinking when advertising your establishment. Do not use advertising and/or promotions which are designed as inducements for teenagers to drink.

Recognize the signs of intoxication

Slurred speech

Mood swings

The smell of alcohol

Loud, abusive, profane language

Staggering or falling

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Change Order No. 1 for the Division Street East and Thompson Street Water Main Replacement Project with EDGE Civil Corporation

At the October 3, 2022 meeting, City Council approved the bid for the Division Street East and Thompson Street Water Main Replacement Project to EDGE Civil Corporation in the amount of \$914,790.00.

EDGE Civil Corporation has now submitted Change Order No. 1 in the decrease of \$5,885.00, bringing the final construction cost to \$908,905.00. This change order will have EDGE Civil Corporation use three Gate Valves and corresponding Valve Boxes, one 8-inch and two 10-inch, provided by the City of Watertown.

A resolution approving this change order has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Change Order No. 1 for the Division Street East and Thompson Street Water Main Replacement Project with EDGE Civil Corporation

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS at its October 3, 2022, meeting, the City Council approved a bid from EDGE Civil Corporation in the amount of \$914,790.00 for the Division Street East and Thompson Street Water Main Replacement Project, and

WHEREAS it has been determined that EDGE Civil Corporation would use three Gate Valves and corresponding Gate Boxes, one 8-inch and two 10-inch, that would be provided by the City of Watertown, and

WHEREAS EDGE Civil Corporation has now submitted Change Order No. 1 in the decrease of \$5,885.00,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Change Order No. 1 from EDGE Civil Corporation in the decrease of \$5,885.00, a copy of which is attached and made part of this Resolution, bringing the total contract amount to \$908,905.00, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to execute Change Order No. 1 on behalf of the City of Watertown.

Seconded by

SECTION 00 63 63

CHANGE ORDER

Change Order No. 1

Date of Issuance:	April 17, 2023	Effective Date:	April 17, 2023
Owner:	City of Watertown	Owner's Contract No.:	1
Contractor:	Edge Civil Corp	Contractor's Project No.:	
Engineer:	Barton & Loguidice, D.P.C.	Engineer's Project No.:	377.014.001
Project:	Thompson Street and Division Street East Water Main Replacement Project	Contract Name:	General Construction

The Contract is modified as follows upon execution of this Change Order:

Description: Material credit for (1) 8" Gate Valve w/ Valve Box and (2) 10" Gate Valve w/ Valve Box which will be provided by the City of Watertown

Attachments: Valve Deduct Proposal

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>914,790.00</u>	Original Contract Times: Substantial Completion: <u>June 3, 2023</u> Ready for Final Payment: <u>June 17, 2023</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u> </u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days
Contract Price prior to this Change Order: \$ <u>914,790.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>June 3, 2023</u> Ready for Final Payment: <u>June 17, 2023</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>5,885.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates
Contract Price incorporating this Change Order: \$ <u>908,905.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days or dates

RECOMMENDED:
By: Anthony M. Jones
Engineer (if required)

Title: Managing Engineer

Date: April 7, 2023

ACCEPTED:

By:
Owner (Authorized

Title:

Date:

ACCEPTED:
By: Edward P. H.
Contractor (Authorized

Title: PRES.

Date: 7-11-2023



Proposal

DATE 05-Oct-21
Proposal# 2209-01
Customer ID
Due By 05-May-23
Prepared by: Ed Banach

Submitted To:
 City Of Watertown

Project: Thompson and Division Streets Watermain Project

Work Performed							AMOUNT
<i>Deduct 2, 10" Valves and 1 8" Valve</i>							
Item	Description	Quantity			Unit Cost		Ext
5	Furnish Install 8" GV	-1.00			\$ 1,565.00		\$ (1,565.00)
6	Furnish Install 10" GV	-2.00			\$ 2,160.00		\$ (4,320.00)
<div>Notes</div>							
Total Change							\$ (5,885.00)

Any Questions Please Call Ed Banach 315 420 6551



Bid Proposal for Thompson St Valves

EDGE CIVIL CORPORATION

Bid Date: 04/07/2023

Core & Main 2855464

Core & Main

2220 State Route 5

Utica, NY 13502

Phone: 315-797-0707

Fax: 315-797-7360

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
10	1	8 8571R KE MJ RW GV O/R ON	EA	1,565.00	1,565.00
20	2	10 8571R MJ RW GV O/R L/A CI BODY	EA	2,160.00	4,320.00
				Sub Total	5,885.00
				Tax	0.00
				Total	5,885.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

April 11, 2023

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – March 2023

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last March, the sale of surplus hydro-electric power on an actual-to-actual basis was down \$51,107 or 7.72%. In comparison to the budget projection for the month, revenue was up \$93,460 or 18.08%. The year-to-date actual revenue is down \$1,252,091 or 26.35%, while the year-to-date revenue on a budget basis is up \$297,809 or 9.30%.

	<u>Actual</u> <u>2019-20</u>	<u>Actual</u> <u>2020-21</u>	<u>Actual</u> <u>2021-22</u>	<u>Actual</u> <u>2022-23</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 265,466	\$ 1,937	\$ 673,456	\$ 165,456	(\$ 508,021)	(75.43%)
August	\$ 13,330	\$ 1,819	\$ 612,155	\$ 157,460	(\$ 454,695)	(74.28%)
September	\$ 125,102	\$ 1,164	\$ 307,692	\$ 442,559	\$ 134,867	43.83%
October	\$ 222,218	\$ 117,331	\$ 523,734	\$ 216,702	(\$ 307,031)	(58.62%)
November	\$ 554,930	\$ 410,218	\$ 731,273	\$ 373,674	(\$ 357,599)	(48.90%)
December	\$ 406,126	\$ 366,126	\$ 702,586	\$ 533,542	(\$ 169,044)	(24.06%)
January	\$ 416,391	\$ 255,650	\$ 293,374	\$ 522,759	\$ 229,385	78.19%
February	\$ 217,222	\$ 175,736	\$ 246,124	\$ 477,279	\$ 231,155	93.92%
March	\$ 745,936	\$ 449,166	\$ 661,611	\$ 610,504	(\$ 51,107)	(7.72%)
April	\$ 752,511	\$ 669,698	\$ 897,945			
May	\$ 383,085	\$ 433,690	\$ 539,059			
June	<u>\$ 53,641</u>	<u>\$ 85,233</u>	<u>\$ 418,974</u>			
YTD	<u>\$4,155,958</u>	<u>\$2,967,769</u>	<u>\$6,604,983</u>	<u>\$3,499,914</u>	<u>(\$1,252,091)</u>	<u>(26.35%)</u>

	<u>Original</u> <u>Budget</u> <u>2022-23</u>	<u>Actual</u> <u>2022-23</u>	<u>Variance</u>	<u>%</u>	<u>Power</u> <u>Purchased</u> <u>from</u> <u>National</u> <u>Grid</u>
July	\$ 309,892	\$ 165,456	(\$ 144,437)	(46.62%)	\$ 25,655
August	\$ 161,617	\$ 157,460	(\$ 4,157)	(2.57%)	\$ 22,790
September	\$ 154,566	\$ 442,559	\$ 287,993	186.32%	\$ -
October	\$ 386,125	\$ 216,702	(\$ 169,423)	(43.88%)	\$ -
November	\$ 590,227	\$ 373,674	(\$ 216,553)	(36.69%)	\$ -
December	\$ 468,929	\$ 533,542	\$ 64,613	13.78%	\$ -
January	\$ 339,180	\$ 522,759	\$ 183,579	54.12%	\$ -
February	\$ 274,525	\$ 477,279	\$ 202,754	73.86%	\$ -
March	\$ 517,044	\$ 610,504	\$ 93,460	18.08%	
April	\$ 790,853				
May	\$ 633,501				
June	<u>\$ 325,541</u>				
YTD	<u>\$4,952,000</u>	<u>\$3,499,914</u>	<u>\$ 297,809</u>	<u>9.30%</u>	<u>\$ 48,445</u>

April 11, 2023

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sales Tax Revenue – March 2023

Sales tax revenue was down \$212,367 or 9.42% compared to last March. In comparison to the original budget projection for the month, sales tax was down \$321,807 or 13.62%. The year-to-date actual receipts are up \$732,292 or 4.16%, while the year-to-date receipts on a budget basis are down \$121,987 or 0.66%.

	<u>Actual 2019-20</u>	<u>Actual 2020-21</u>	<u>Actual 2021-22</u>	<u>Actual 2022-23</u>	<u>Variance</u>	<u>Monthly % Inc/(Dec)to Prior Year</u>	<u>Quarterly % Inc/(Dec)to Prior Year</u>
July	\$ 1,763,856	\$ 1,493,210	\$ 1,948,809	\$ 2,035,333	\$ 86,524	4.44%	
August	\$ 1,763,893	\$ 1,515,827	\$ 1,888,806	\$ 2,008,482	\$ 119,676	6.34%	
September	\$ 2,129,882	\$ 2,783,423	\$ 2,725,797	\$ 2,757,376	\$ 31,578	1.16%	3.62%
October	\$ 1,499,868	\$ 1,488,167	\$ 1,678,723	\$ 1,847,562	\$ 168,839	10.06%	
November	\$ 1,410,364	\$ 1,331,668	\$ 1,643,509	\$ 1,818,188	\$ 174,679	10.63%	
December	\$ 1,868,004	\$ 2,493,688	\$ 2,374,453	\$ 2,232,223	(\$ 51,230)	(2.16%)	5.13%
January	\$ 1,436,294	\$ 1,290,702	\$ 1,649,030	\$ 1,849,036	\$ 200,006	12.13%	
February	\$ 1,203,572	\$ 1,181,566	\$ 1,429,187	\$ 1,643,774	\$ 214,587	15.01%	
March	\$ 1,750,746	\$ 2,284,533	\$ 2,253,672	\$ 2,041,305	(\$ 212,367)	(9.42%)	3.79%
April	\$ 988,797	\$ 1,566,858	\$ 2,064,386				
May	\$ 925,025	\$ 1,626,958	\$ 2,023,137				
June	<u>\$ 2,258,456</u>	<u>\$ 3,144,514</u>	<u>\$ 1,949,070</u>				
YTD	<u>\$ 18,998,780</u>	<u>\$ 22,201,114</u>	<u>\$23,628,579</u>	<u>\$ 18,324,278</u>	<u>\$ 732,292</u>	<u>4.16%</u>	

	<u>Original Budget 2022-23</u>	<u>Actual 2022-23</u>	<u>Variance</u>	<u>%</u>	<u>%</u>
July	\$ 2,043,445	\$ 2,035,333	(\$ 8,112)	-0.40%	
August	\$ 1,980,527	\$ 2,008,482	\$ 27,955	1.41%	
September	\$ 2,858,164	\$ 2,757,376	\$ (100,788)	(3.53%)	-1.18%
October	\$ 1,760,243	\$ 1,847,562	\$ 87,319	4.96%	
November	\$ 1,723,319	\$ 1,818,188	\$ 94,869	5.51%	
December	\$ 2,489,758	\$ 2,323,223	(\$ 166,535)	(6.69%)	0.26%
January	\$ 1,729,108	\$ 1,849,036	\$ 119,928	6.94%	
February	\$ 1,498,589	\$ 1,643,774	\$ 145,185	9.69%	
March	\$ 2,363,112	\$ 2,041,305	(\$ 321,807)	(13.62%)	(1.01%)
April	\$ 2,164,634				
May	\$ 2,121,382				
June	<u>\$ 2,043,719</u>				
YTD	<u>\$ 24,776,000</u>	<u>\$ 18,324,278</u>	<u>(\$ 121,987)</u>	<u>(0.66%)</u>	