

CITY OF WATERTOWN, NEW YORK

AGENDA

Monday, July 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, July 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

PRESENTATION

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

RESOLUTIONS

- | | |
|--------------------|---|
| Resolution No. 1 - | Accepting Bid for Fire Station Upgrades to Stations 1,2, and 3 Project - Northern Tier Contracting, Inc. |
| Resolution No. 2 - | Readopting Fiscal Year 2022-23 General Fund Budget – Fire Station Upgrades |
| Resolution No. 3 - | Approving Intermunicipal Agreement with Watertown City School District for Tax Collection Services |
| Resolution No. 4 - | Accepting Bid for Flower Memorial Library Window and Light Replacement Project – Zerodraft of CNY, Inc. |
| Resolution No. 5 - | Supporting and Authorizing a Grant Application to the New York State Department of State through the Local Waterfront Revitalization Program for the Hawk Street Gateway Enhancement Project |
| Resolution No. 6 – | Authorizing the Submission of a Grant Application to the New York State Office of Parks Recreation and Historic Preservation Through the 2023 Consolidated Funding Application Process For the Design of the Thompson Park Amphitheater Project |

- Resolution No. 7 – Authorizing Abate of Code enforcement Surcharge on Real Property Tax Bill for Property at Bellew Ave S., Parcel No. 9-11-117.003
- Resolution No. 8 – Accepting Change Order No. 7 with Power & Construction Group, Inc. for the Public Square Traffic Signal Optimization and Coordination Project, NYSDOT PIN 7807.20
- Resolution No. 9 – Approving Transportation Agreement with the Town of Watertown
- Resolution No. 10 – Approving Amendment Number 3 to the Agreement with Barton & Loguidice, D.P.C. For the Downtown Revitalization Initiative Streetscape Project
- Resolution No. 11 – Authorizing and Endorsing an Application for Grant Funding Through the New York State Department of Environmental Conservation’s Urban and Community Forestry Program
- Resolution No. 12 – Supporting and Authorizing a Grant Application to the New York State Department of Environmental Conservation through the Water Quality Improvement Project Program for the City of Watertown Salt Storage Facility Project
- Resolution No. 13 - Accepting a Grant from the Division of Criminal Justice Services to Fund Radios Used in Hot Spot Policing
- Resolution No. 14 - Authorizing Amendment No. 4 of the GHD Consulting Services Agreement for the Water Treatment Plant Disinfection By-Product Project

ORDINANCES

- Ordinance No. 1 – Amending Chapter 216: Parks, Playgrounds, and Recreational Areas of the City Code – Revising Thompson Park Hours

LOCAL LAW

OLD BUSINESS

STAFF REPORTS

1. Thompson Park Golf Course Update

NEW BUSINESS

EXECUTIVE SESSION

1. To Discuss the Proposed Acquisition, Sale, or Lease of Real Property
2. To Discuss the Employment History of Particular Persons or Corporations

WORK SESSION

Next Work Session is scheduled for Monday, August 14, 2023, at 7:00 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
AUGUST 7, 2023.**

Res No. 1

July 10, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-21 Fire Station Upgrades to Stations #1, 2, 3 Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Fire Station Upgrades to Stations #1, 2, 3 Project, per City specifications and publicly opened and read the sealed bids on June 22, 2023, at 2:00 p.m. EST. Invitation to bids were provided to seven (7) plan houses and fifty-five (55) potential vendors.

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

Northern Tier Contracting	Powis Contracting	D.C. Building Systems
Gouverneur, NY 13642	Copenhagen, NY 13626	Watertown, NY 13601
\$234,400.00	\$234,500.00	\$257,700.00

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 Fire Station Upgrades to Stations #1, 2, 3 Project to Northern Tier Contracting as the lowest responsive responsible bidder at a total price of **\$234,400.00**.

The Fire Station Upgrades to Stations #1, 2, 3 Project is funded from a transfer from the General Fund as adopted in the Fiscal Year 2022-2023 Capital Budget and re-adopting the Fiscal Year 2022-23 General Fund budget to cover the shortfall.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Fire Station Upgrades to
Stations 1,2, and 3 Project -
Northern Tier Contracting, 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 identified bathrooms along with flooring and entrance porticos rehabilitations located at Fire Stations #1, 2, and 3 located on Massey, State and Mill Streets, and

WHEREAS the Purchasing Department advertised and received three (3) sealed bids for the Fire Station Upgrades to Stations #1, 2, and 3 Project, and

WHEREAS on June 22, 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 it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Northern Tier Contracting, Inc.,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Northern Tier Contracting, Inc.in the amount of \$234,400.00, 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	

Project:	Fire Station Upgrades to Stations 1, 2 & 3 Project
Bid / RFP Number:	Bid #2023-21
Opening Date:	Wednesday June 22, 2023 @ 2:00 PM

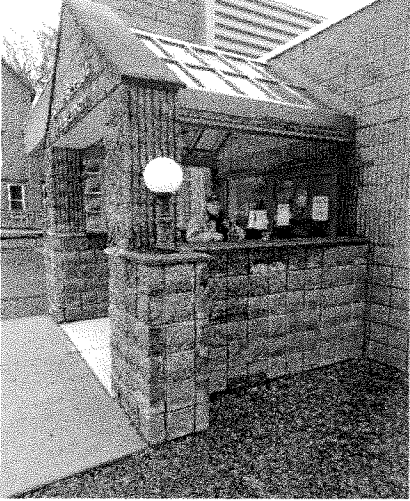

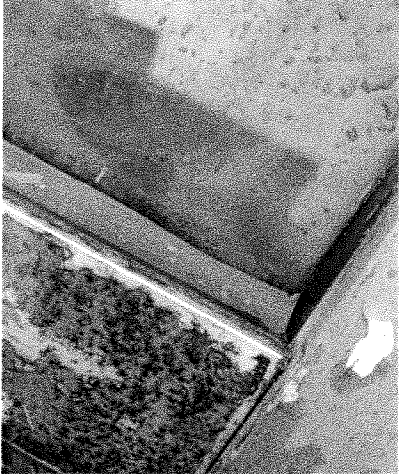
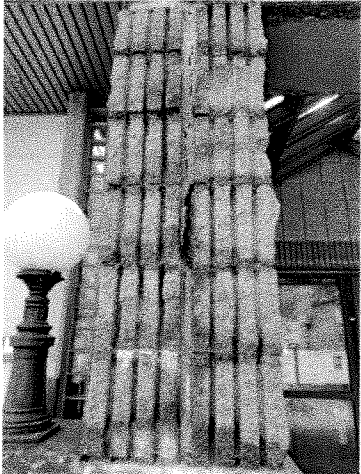
The following results are bids as presented at the bid opening and do not represent an award.

Vendor Name, Address and Point of Contact	Northern Tier Contracting	Powis Contracting	D.C. Building Systems		
	Gouverneur, NY 13642	Copenhagen, NY 13626	Watertown, NY 13601		
Total Base Bid	\$234,400.00	\$234,500.00	\$257,700.00		

FISCAL YEAR 2022-2023
CAPITAL BUDGET
FACILITY IMPROVEMENTS
FIRE

PROJECT DESCRIPTION	COST
<p>Fire Station #1 – 2nd Floor Bathrooms and Floor Rehabilitation</p> <p>This project will replace the shower facilities at the Massey Street Fire Station. The showers are original to the building redesign as a fire station (1992) and have been in disrepair for many years. Water from the bathrooms occasionally flood into the Chief and Deputy Chief's offices. Recent plumbing issues have caused water damage to the adjacent flooring on the 2nd floor. The Engineering Department recommends replacement of the original floor tile throughout the 2nd floor with a commercial grade ceramic tile.</p>  <p>Funding to support this project will be from a transfer from the General Fund (A.9950.0900).</p>	<p>\$70,000</p>
TOTAL	\$70,000

FISCAL YEAR 2022-2023
CAPITAL BUDGET
FACILITY IMPROVEMENTS
FIRE

PROJECT DESCRIPTION	COST
<p data-bbox="183 470 878 506">Fire Stations #2 and #3 – Portico Rehabilitations</p> <p data-bbox="183 541 1214 814">The entrance porticos at the State and Mill Street fire stations have significant water damage. The design of the porticos, while aesthetically pleasing, allows for water to pool in certain locations rather than shedding the water. Without regular maintenance, water infiltrates the structure and causes damage to the concrete blocks, mortar, and the structural components themselves. At the State Street Station, water has also run into the station's vestibule and lifted the flooring tile. This project replaces the caulking and repairs the block and mortar at both stations; and replaces the vestibule tile at Station #2.</p> <div data-bbox="206 821 613 1318">  </div> <div data-bbox="631 821 1013 1318">  </div> <div data-bbox="300 1346 696 1816">  </div> <div data-bbox="743 1346 1101 1816">  </div> <p data-bbox="183 1822 1122 1885">Funding to support this project will be from a transfer from the General Fund (A.9950.0900).</p>	<p data-bbox="1279 470 1403 506">\$35,000</p>
TOTAL	\$35,000

Res No. 2

July 7, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Readopting Fiscal Year 2022-23 General Fund Budget – Fire Station Upgrades

Included in the Fiscal Year 2022-23 Capital Budget was a project to rehabilitate the Fire Station #1 bathrooms and floor in the amount of \$70,000 and also a project to rehabilitate the Fire Stations #2 and #3 porticos in the amount of \$35,000.

Tonight, City Council was presented with a resolution to accept the bid submitted by Northern Tier Contracting, Inc. in the amount of \$234,400. C&S Engineers has already been engaged to provide design and construction inspection services in the amount of \$22,400.

The current cost estimate for the project is now \$256,800 leaving a budgetary shortfall of \$151,800. If City Council accepted the bid, it should consider re-adopting the Fiscal Year 2022-23 General Fund budget to cover the shortfall.

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2022-23 General
Fund Budget – Fire Station Upgrades

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 \$57,731,644 was appropriated for the General Fund, and

WHEREAS the adopted Fiscal Year 2022-23 General Fund budget appropriated as a transfer to the Capital Project Fund \$70,000 for bathroom and floor rehabilitations to station #1 and also \$105,000 to rehabilitate the porticos at stations 2 and 3 and,

WHEREAS the City has engaged C&S Engineers for design and construction inspection services for the project in the amount of \$22,400, and

WHEREAS a bid was received by Northern Tier Contracting, Inc. in the amount of \$234,400 to complete the project and if accepted by City Council creates a budgetary shortfall of \$151,800,

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

GENERAL FUND

Appropriated Fund Balance:

A.0000.0909	Fund Balance	<u>\$ 151,800</u>
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Expenditures:

A.9950.0900	Transfer to Capital Fund	<u>\$ 151,800</u>
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Seconded by

Res No. 3

July 11, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Intermunicipal Agreement with Watertown City School District for Tax Collection Services

The City started collecting property taxes for the School District in 2021 when a two-year agreement was entered into that is now expired. The arrangement has worked out well for both entities. A new two-year agreement has been drafted. It is essentially the same as the previous agreement. The School District will pay the City \$26,750 per year for the service.

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

RESOLUTION

Page 1 of 1

Approving Intermunicipal Agreement with
Watertown City School District for Tax
Collection 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 Watertown City School District wishes to have the City of Watertown provide tax collection services on behalf of the School District for the 2023-2024 and 2024-2025 fiscal years, and

WHEREAS the City is willing and able to provide tax collection services on behalf of the School District for the 2023-2024 and 2024-2025 fiscal years, and

WHEREAS the City and the School District wish to enter into an intermunicipal agreement pursuant to the powers granted to local governments by New York State General Municipal Law Article 5-G,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Intermunicipal Agreement between the Watertown City School District and the City of Watertown for Tax Collection Services, a copy of which is attached and made part of this resolution, and

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

Seconded by

INTERMUNICIPAL AGREEMENT

Between the Watertown City School District and City of Watertown for Tax Collection Services

This agreement for the collection of real property school taxes (“Agreement”) is made as of August __, 2023, between the Watertown City School District, with offices located at 1351 Washington Street, Watertown, New York 13601 (hereinafter the “School District”) and City of Watertown, with offices located at 245 Washington Street, Watertown, New York 13601 (hereinafter the “City”).

WHEREAS, the School District wishes to have the City provide tax collection services on behalf of the School District for the 2023-2024 and 2024-2025 fiscal years; and

WHEREAS, the City agrees to provide tax collection services on behalf of the School District for the 2023-2024 and 2024-2025 fiscal years pursuant to the terms of this Agreement; and

WHEREAS, the City and the School District would like to enter into an intermunicipal agreement pursuant to the powers granted to local governments by New York State General Municipal Law Article 5-G.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the School District and the City agree as follows:

1. Service. The City shall collect that portion of the School District’s real property tax levy within the City’s municipal boundary for the 2023-2024 and 2024-2025 School years and pay the funds over to the School District (“Services”).

2. Term of Agreement. This Agreement shall be effective for the School District’s fiscal years of July 1, 2023 – June 30, 2025, and shall include collection efforts required for such fiscal years both during and after such fiscal years end (the “Term”).

3. City Obligations. The City shall perform the following duties in connection with the Services:

- a.** Designated receiver of real property School District taxes within the City’s municipal boundary.
- b.** Mail School District tax bills for all properties within the City’s municipal boundary.
- c.** Facilitate a collection site for said bills at 245 Washington Street, Watertown, NY 13601 during normal business hours and online.

- d. Collect and account for all City school taxes on behalf of the School District until the Watertown City School District Board officially transfers the delinquent tax collections to the City. Any monies received shall be promptly reconciled and remitted to the District in accordance with New York State Education Law Section 2506(1).

4. Payment. The School District shall pay the City Twenty-Six Thousand Seven Hundred Fifty Dollars (\$26,750), per year, for the Services upon the City's completion of its obligations set forth in Section 3 above. Payments based on the following:

Base Collection	\$	17,000.00
Image Now (Bill Stock)	\$	750.00
City Process & Printing	\$	5,000.00
Postage	\$	4,000.00
	\$	26,750.00

5. Termination. Either party may terminate this Agreement without cause upon thirty (30) days written notice. Either party may terminate this Agreement for breach upon five (5) days written notice, provided the breaching party has not cured the breach within such five (5) day period.

6. Audit. The School District may, at its sole discretion, audit such books and records of the City with respect to the collection of School District real property taxes.

7. Compliance with Law. The City and School District agree to comply in all respects with all applicable Federal, State, and local laws, regulations and ordinances.

8. Indemnification. Each party shall indemnify, defend and hold harmless the other party from and against any and all liability arising out of a party's failure to comply with the terms of this Agreement.

9. Independent Entities. It is expressly intended by the parties, and the parties hereby specifically warrant, represent and agree, that the City and School District are independent entities and this Agreement does not create an employer/employee or co-employment relationship for any purpose.

10. Notice. All notices under this Agreement shall be in writing and sent by overnight or certified mail to the respective addresses set forth above or to such other address as the respective party may designate in writing.

11. Approval. By entering into this Agreement, each party warrants and represents to the other that this Agreement is within its lawful powers, that this Agreement has been approved by its governing board in compliance with all applicable laws and procedures, that all approvals necessary for its execution, delivery and performance by such party have been obtained, and that this Agreement is lawful and binding upon it in accordance with its terms.

12. Governing Law and Venue. This Agreement shall be controlled by the procedural and substantive laws of the State of New York. Any legal action arising under or pursuant to this Agreement shall be brought and maintained in the Jefferson County Supreme Court in the State of New York and the parties hereby consents to the jurisdiction and venue of such court.

13. Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder. Any such assignment shall be void.

14. Severability. If any provision of this Agreement or the application thereof to any person or circumstances, is adjudged invalid by a court of competent jurisdiction, the Commissioner of Education or other administrative agency, such judgment or ruling shall not affect or impair the validity of the other provisions of the Agreement or the application thereof to other persons and circumstances.

15. Required Provisions. Any provisions required by law to be in this Agreement shall be deemed incorporated herein, and shall have full force and effect.

16. Complete Agreement. This Agreement constitutes the entire agreement between the Parties. All written or oral agreements heretofore existing between the parties pertaining to the subject matter of this Agreement are expressly superseded and canceled. Except as otherwise provided in this Agreement, this Agreement may not be altered, modified, amended, or otherwise changed, except by a written instrument executed by both parties. This Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement or based on a party's undertaking of an obligation under this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement intending to be legally bound.

CITY OF WATERTOWN

WATERTOWN CITY SCHOOL DISTRICT

By: _____
Kenneth A. Mix, City Manager

By: _____
Dr. Larry C. Schmiegel, Superintendent of
Schools

Date: _____

Date: _____

Res No. 4

July 10, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-24 Flower Memorial Library Window and Light Replacement Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Flower Memorial Library Window and Light Replacement Project, per City specifications and publicly opened and read the sealed bids on June 29, 2023, at 2:00 p.m. EST. Invitation to bids were provided to seven (7) plan houses and nine (9) potential vendors.

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

Vendor Name, Address and Point of Contact	Zero Draft
	Cicero, NY 13039
Total Base Bid	\$197,500.00

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 Flower Memorial Library Window and Light Replacement Project to Zerodraft of CNY Inc. as the lowest responsive responsible bidder at a total price of **\$197,500.00**.

The Flower Memorial Library Window and Light Replacement Project is funded by the NCLS/NYS Construction Grant and a transfer from the Library Fund as adopted in the Fiscal Year 2022-2023 Capital Budget. The \$23,500 over budget will come from Fund Balance. We will follow up with a budget re-adoption resolution at the next City Council meeting.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Flower Memorial Library
Window and Light Replacement Project -
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 the single pane windows in the 1974 Library addition and fluorescent lights in the upstairs Old Watertown Room, 1812 Room and other smaller rooms with more historical accurate LED lights located at the Flower Memorial Library, and

WHEREAS the Purchasing Department advertised and received one (1) sealed bid for the Flower Memorial Library Window and Light Replacement Project, and

WHEREAS on June 29, 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 it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Zerodraft of CNY Inc.,

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 \$197,500.00, 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

Project:

FLOWER MEMORIAL LIBRARY WINDOW AND LIGHT REPLACEMENT PROJECT

Bid / RFP Number:

Bid #2023-24

Opening Date:

Thursday June 29, 2023 @ 2:00 PM

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

Vendor Name, Address and Point of Contact




Zero Draft

Cicero, NY 13039

Total Base Bid

\$197,500.00

FISCAL YEAR 2022-2023
CAPITAL BUDGET
FACILITY IMPROVEMENTS
LIBRARY

PROJECT DESCRIPTION	COST
<p>Flower Memorial Library Window Replacements</p> <p>This project is to replace the single pane windows in the 1974 library addition. Currently, the single pane glass allows the ice to build up on the windows. As the ice melts, the water runs down the sill and walls into the carpet, soaking everything. Staff currently place cloths to capture water and fans to try to dry the carpets. Also as part of this construction project, the old tube fluorescent lights in the upstairs Old Watertown Room, 1812 room and two other smaller rooms will be replaced with more historical accurate LED lights.</p> <div style="display: flex; justify-content: space-around;">   </div> <div style="text-align: center; margin-top: 20px;">  </div> <p>Funding provided by NCLS/NYS Construction Grant (69% = \$120,060) and a transfer from the Library Fund (31% = \$53,940) (L.9950.0900).</p>	<p>\$174,000</p>
TOTAL	\$174,000

Res No. 5

July 11, 2023

To: The Honorable Mayor and City Council

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

Subject: Supporting and Authorizing a Grant Application to the New York State Department of State through the Local Waterfront Revitalization Program for the Howk Street Gateway Enhancement Project

At the June 12, 2023, work session, the City Council discussed potential grant applications for New York State's Consolidated Funding Application round. One of the projects that was discussed, and the City Council directed Staff to apply for, was the Howk Street Gateway Enhancement Project.

This project involves the creation of a gateway entrance to the Newell Street waterfront district by improving pedestrian areas with new sidewalks, brick pavers, street trees and lighting in addition to constructing new curbing and repaving the street to create an attractive environment. This project was listed as a priority project in the City's Downtown-Riverfront Parks Connection Feasibility Study.

Grant funding is available through the NYS Department of State's (DOS) Local Waterfront Revitalization Program (LWRP). The estimated cost for the project is \$575,000. If awarded, the grant would be for 85% of the project cost, or \$488,750. The program requires a 15% match or \$86,250.

Attached for City Council consideration is a resolution supporting and authorizing an application for funding for the project.

RESOLUTION

Page 1 of 1

Supporting and Authorizing a Grant Application to the New York State Department of State through the Local Waterfront Revitalization Program for the Howk Street Gateway Enhancement 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 the New York State Department of State, (NYS DOS) is accepting applications through the Local Waterfront Revitalization Program (LWRP) through the 2023 Consolidated Funding Application (CFA) process, and

WHEREAS the proposed Howk Street Gateway Enhancement Project is an integral part of the City's LWRP and aligns with the City of Watertown's Comprehensive Plan as well as other regional initiatives, and

WHEREAS the City of Watertown recently adopted the Downtown-Riverfront Parks Connection Feasibility Study and a Comprehensive Plan, both of which identified and pinpointed the need to revitalize and enhance its recreational facilities and waterfront areas, explicitly identifying the Howk Street Gateway Enhancement Project as a top priority, and

WHEREAS the Downtown-Riverfront Parks Connection Feasibility Study and the Comprehensive Plan were developed through an extensive public engagement process, encompassing stakeholder interviews, focus group sessions, community surveys, and public workshops, resulting in a broad consensus favoring the utilization of the City's recreational and waterfront assets to foster tourism and stimulate local commerce, and

WHEREAS the City of Watertown proposes requesting funds from the NYS DOS for the Howk Street Gateway Enhancement Project, which includes the creation of a gateway entrance to the Newell Street waterfront district by improving pedestrian areas with new sidewalks, brick pavers, street trees and lighting in addition to constructing new curbing and repaving the street to create an attractive environment, in addition to enhanced waterfront access and other beautification initiatives, and associated improvements, and

WHEREAS participating in the LWRP would endow the city with the necessary leeway to manage its coastal resources more efficiently and build local capacity to tackle revitalization

RESOLUTION

Page 2 of 1

Supporting and Authorizing a Grant Application to the New York State Department of State through the Local Waterfront Revitalization Program for the Howk Street Gateway Enhancement Project issues more effectively, and

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

WHEREAS the City of Watertown is now proactively seeking LWRP implementation funding through the 2023 CFA process to expedite the design and development of the Howk Street Gateway Enhancement Project, promising significant benefits to the local and regional community, and

WHEREAS the City of Watertown has projected the cost of these planned improvements at approximately \$575,000 and is proposing to request a grant in the amount of \$488,750 and will cover the required match to finance these improvements if the grant funding is awarded, and

WHEREAS, the grant application process recommends that the applicant's governing body authorize the application submission and related actions,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby demonstrates its support for the request of \$488,750 in funds from the New York State Department of State for the Howk Street Gateway Enhancement Project and directs the City Manager to submit an application through the Consolidated Funding Application process for the project, and to act in connection with the submission of the application, including the execution of all required certifications and forms and to provide such additional information as may be required, and

BE IT FURTHER RESOLVED that the City Council of City of Watertown pledges its financial support for the Howk Street Gateway Enhancement Project and authorizes providing the requisite 15% match for this grant, totaling a minimum of \$86,250 of cash, in-kind services and/or material, contributing towards the local share of the project costs, in line with the project budget included in the application. This reduction to a 15% match rate acknowledges the City's status as a disadvantaged community.

July 17, 2023

RESOLUTION

Page 3 of 1

Supporting and Authorizing a Grant Application to the New York State Department of State through the Local Waterfront Revitalization Program for the Howk Street Gateway Enhancement Project

Seconded by

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

July 11, 2023

To: The Honorable Mayor and City Council

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

Subject: Authorizing the Submission of a Grant Application to the New York State Office of Parks Recreation and Historic Preservation Through the 2023 Consolidated Funding Application Process for the Design of Thompson Park Amphitheater Project

At the June 12, 2023, work session, the City Council discussed potential grant applications for New York State's Consolidated Funding Application. One of the projects that was discussed, and the City Council directed Staff to apply for was the design for the Thompson Park Amphitheater Project.

This project involves the construction of a 250-seat natural amphitheater near the West Outlook of Thompson Park. The project also includes a small parking area, an access road for loading in equipment, trails, walkways, and restrooms. The amphitheater will create more opportunities for cultural and educational activities within the park. This project was listed as a priority project in the City's recently completed Thompson Park Master Plan.

Grant funding is available through the New York State Parks Office of Parks Recreation and Historic Preservation ("NYSOPRHP") to pay for the design of the project. The program requires a 25% match for projects in high-poverty areas, which the City of Watertown is eligible for. Design Fees and other Professional Fees are allowed for the preparation of construction documents and to satisfy other pre-construction requirements.

The estimated cost of the construction is \$2.9 million. LaBella has advised us that we need to apply for design funds before we can apply for construction money. The design costs, which the City would be applying for through this application are approximately \$330,000. If awarded, the grant will cover 75% of the design cost or \$247,500. The 25% match, or \$82,500 would be the responsibility of the City.

If the City is awarded this funding and completes the design, staff anticipates applying to a future Consolidated Funding Application for construction funds that could cover at least 75% of the construction costs. The City could also explore other grant sources or fundraising efforts to minimize the cost to the City.

Attached for City Council consideration is a resolution authorizing and directing the City Manager to submit the application to the NYSOPRHP and to act on it

in connection with the submission of the application including executing the required certifications and forms and to provide such additional information as may be required.

RESOLUTION

Page 1 of 1

Authorizing the Submission of a Grant Application to the New York State Office of Parks Recreation and Historic Preservation Through the 2023 Consolidated Funding Application Process For the Design of the Thompson Park Amphitheater 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 the City of Watertown recently completed a Master Plan for Thompson Park which identifies a 250-seat Amphitheater as a central component for the Watertown community and the evolution of the Thompson Park overall; and

WHEREAS at the June 12, 2023 Work Session, the City Council of the City of Watertown directed staff to seek grant funding for the design of the Thompson Park Amphitheater project through the 2023 Consolidated Funding Application; and

WHEREAS the New York State Office of Parks Recreation and Historic Preservation (the "NYSOPRHP") is accepting applications for funding through the 2023 Consolidated Funding Application ("CFA") process, which are due by July 28, 2023; and

WHEREAS, the grant program offered through the NYSOPRHP is administered on a reimbursement basis where successful applicants will be expected to fund project expenditures upfront, then submit for reimbursement; and

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

NOW, THEREFORE BE IT RESOLVED that for the benefit of the public, the City Council hereby authorizes and directs the City Manager or his designee to submit an application for \$247,500 in grant funds for the Thompson Park Amphitheater Design Project to the NYSOPRHP and to act in connection with the submission of the application including execution of all required certifications and forms and to provide such additional information as may be required, and

BE IT FURTHER RESOLVED that the City Council pledges its financial support for the Thompson Park Amphitheater Design Project and authorizes providing the requisite 25% match for the project totaling a minimum of \$82,500.

Seconded by _____

Res. No. 7

July 12, 2023

To: The Honorable Mayor and City Council

From: Kenneth A Mix, City Manager

Subject: Authorizing Abate of Code Enforcement Surcharge on Real Property
Tax Bill for Property at VL-2 Bellew Ave. South, Parcel No. 9-11-
117.003

Grass was mowed at VL-2 Bellew Ave. South after failure of the property owner to address a Code Enforcement citation. An invoice of \$464.40, which includes the \$250.00 Code Enforcement Surcharge plus sales tax (\$270.00) was not paid before the 2023-24 tax bills were issued. The charge was therefore re-levied onto the tax bill.

The owner, Philip Marzano, has requested that the Surcharge be abated. A resolution abating the Surcharge plus sales tax and adjusting the 2023-24 City property tax bill has been prepared for City Council's consideration.

RESOLUTION

Page 1 of 1

Authorizing Abate of Code Enforcement
Surcharge on Real Property Tax Bill for
Property at VL-2 Bellew Ave S., Parcel No.
9-11-117.003

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 2023-24 City Real Property Taxes on the property known as VL-2 Bellew Ave S., Parcel No. 9-11-117.003, are in the amount of \$575.56 of which \$111.16 represents the property taxes and \$464.40 represents a Code Enforcement re-levy, and

WHEREAS \$250.00 plus sales tax of the Code Enforcement re-levy represents a Surcharge, and

WHEREAS the owner of VL-2 Bellew Ave has requested relief from the Code Enforcement re-levy,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that the amount of \$250.00 plus sales tax for the re-levied Code Enforcement Surcharge be abated from the 2023-2024 City tax bill, and

BE IT FURTHER RESOLVED that the City Comptroller is hereby authorized to adjust the tax commitment and records accordingly and make whatever refunds necessary.

Seconded by _____

Kenneth Mix

From: Phil Marzano <philmarzano815@gmail.com>
Sent: Monday, June 26, 2023 9:47 AM
To: Kenneth Mix
Subject: Re: Case# ENF2022-07-00934

You don't often get email from philmarzano815@gmail.com. [Learn why this is important](#)

Hello,

I'm writing to you in reference to case number ENF2022-07-00934. I received a letter dated 7-29-22 from the City of Watertown, NY Bureau of Code Enforcement stating that I was in violation of city code section 98.1 relating to grass, weeds and brush at my property on Bellew Ave South (parcel number 9-11-117.003).

The letter further stated that this violation had to be corrected within 5 days of the date of the notice. Immediately after receiving this letter, I called the department of public works and spoke to Pete Monaco. I explained to Pete that I live 700 miles from the location where this violation occurred and I did not have anyone to cut the grass for me. He said he would look into it and call me back. I did not receive a call back, so I tried several times to contact him, but failed. The next communication I received from the City of Watertown Bureau of Code Enforcement notified me that they hired someone to cut the grass for \$180 and that I was responsible for an additional surcharge of \$240.

I then contacted the City of Watertown and agreed to pay the \$180 grass-cutting fee, but disputed the \$240 surcharge. Given that there was only a 5 day notice and I live 700 miles from Watertown, on top of the fact that time was wasted waiting for a call from Pete Monaco that never came, I don't feel the \$240 surcharge should be my responsibility.

I would appreciate some consideration in this matter as I have not complained at all about the City of Watertown snow plow trucks plowing snow onto my property on the Dorsey Street side for the past 30 years and using it as a turnaround.

Thank you,

Phil Marzano
740-974-7656
2376 Lutheran Church Road SE
Lancaster, OH 43130

July 12, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Accepting Change Order No. 7 with Power & Construction Group, Inc. for the Public Square Traffic Signal Optimization and Coordination Project, NYSDOT PIN: 7807.20

The City entered into an Agreement with the NYSDOT for the Public Square Traffic Signal Optimization Project. The project improvements to signal timing and traffic signal coordination in the area around and through Public Square are intended to improve travel speeds and pedestrian safety and reduce idling and pollutants that are emitted during travel.

The limits of the project include all of Public Square, Arsenal Street from Massey Street to Public Square, Washington Street from Academy Street to Public Square, State Street from High Street to Public Square and Mill Street from Main Street to Public Square.

City accepted the bid of Power & Construction Group, Inc. in the amount of \$416,287.17 for installation of equipment for the Project. Previous change orders brought the current Contract amount to \$482,403.05. The City also retained Fisher Associates for the construction inspection and construction management of the project.

This Change Order in the amount of \$4,478.07 is for the work necessary for code compliance at the intersections of State and Mechanic Streets, and State and High Streets. With the addition of this Change Order the new Contract total will be \$486,881.12.

A resolution accepting Change Order No. 7 has been prepared for City Council consideration.

RESOLUTION

Page 1 of 2

Accepting Change Order No. 7 with
Power & Construction Group, Inc. for the
Public Square Traffic Signal Optimization and
Coordination Project, NYSDOT PIN 7807.20

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 reduce traffic congestion through the Public Square corridor, and

WHEREAS on June 21, 2021, City accepted the bid of Power & Construction Group, Inc. in the amount of \$416,287.17 for installation of equipment for the Traffic Signal Optimization and Coordination project, and

WHEREAS previous change orders have brought the current Contract amount to \$482,403.05, and

WHEREAS two new electrical services at the intersection of State and Mechanic Streets and State and High Streets for the city traffic signals were necessary and Power & Construction Group is proposing that they be paid \$4,478.07 for the work, and

WHEREAS the City entered into Agreement with Fisher Associates for the construction inspection and management of the Project, and

WHEREAS Fisher Associates along with the City Engineering Department recommends the additional work, and it is their recommendation that the City Council accept the price of \$4,478.07, and

WHEREAS the City is financing this project using Federal and State Aid.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts Change Order No. 7 from Power & Construction Group in the amount of \$4,478.07, for a new Contract total of \$486,881.12, and

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

RESOLUTION

Page 2 of 2

Accepting Change Order No. 7 with
Power & Construction Group, Inc. for the
Public Square Traffic Signal Optimization and
Coordination Project, NYSDOT PIN 7807.20

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

Seconded by _____



Power & Construction Group, 96 River Road, Scottsville,
N.Y. 14546

Change Order Details

PIN 7807.20 Watertown Public Square

Description	
Prime Contractor	Power & Construction Group 96 River Road Scottsville, NY 14546
Change Order	7
Status	Pending
Date Created	06/23/2023.
Type	Changed Conditions
Summary	National grid aerial power feeds to adjacent traffic signals
Change Order Description	<p>This agreed price workup is for the installation of new electrical service at the intersection of State Street and Mechanic Streets and State and High Streets for the city traffic signals at those locations. National Grid will install the actual electrical feed wire from their service poles to the new traffic signal cabinet.</p> <p>This work is necessary to separate the electrical feed wire from the pedestrian signal conductor/traffic signal conductors being in the same pull boxes adjacent to the traffic signal pole on the southside of State Street. This is to comply with NYSDOT standard sheet 680-05, "underground service".</p>
Awarded Project Amount	\$416,287.17
Authorized Project Amount	\$482,403.05
Change Order Amount	\$4,478.07
Revised Project Amount	\$486,881.12

Increases/Decreases



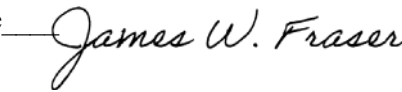
Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0070	662.60010004	DC	\$685.000	9.000	\$6,165.00	0.000	\$0.00	9.000	\$6,165.00
FURNISHING ELECTRICAL SERVICE									
Reason: This agreed price workup is for the installation of new electrical service at the intersection of State Street and Mechanic Streets and State and High Streets for the city traffic signals at those locations. National Grid will install the actual electrical feed wire from their service poles to the top of the new traffic signal riser assembly. This was for a new direct power feed from a utility pole and not an ordinary close by power feed drop. If we hadn't done this we would’ve had to bore across the road and tear up all the sidewalks.									
1 item			Totals		\$6,165.00		\$0.00		\$6,165.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0430	950.04	LS	1.000	\$4,478.070	\$4,478.07
Force Account No. 04					
Reason: This agreed price workup is for the installation of new electrical service at the intersection of State Street and Mechanic Streets and State and High Streets for the city traffic signals at those locations. National Grid will install the actual electrical feed wire from their service poles to the top of the new traffic signal riser assembly. This was for a new direct power feed from a utility pole and not an ordinary close by power feed drop. If we hadn't done this, we would’ve had to bore across the road and tear up all the sidewalks.					
1 item					Total: \$4,478.07

Attachments

Document	Name	Description Submission Date
Item662.60010004_Agreed_Price_Back_up_Material.pdf	Item662.60010004 Agreed Price Back up Material.pdf	06/24/2023 09:35 AM EDT
Item_662.60010004_Agreed_Price_Mechanic_State_and_High_Stat e.pdf	Item 662.60010004 Agreed Price Mechanic State and High Stat e.pdf	06/24/2023 09:35 AM EDT
RE_D036492_Charges_from_National_Grid.msg	RE D036492 Charges from National Grid.msg	06/23/2023 04:40 PM EDT
3 attachments		

Program Manager  7/6/2023
 Contractor  07/05/2023
 Engineer In Charge  07/05/2023
 Owner

Res No. 9

July 17, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Transportation Agreement with the Town of Watertown

This resolution concerns a proposed Transportation Agreement with the Town of Watertown. The agreement would allow the city to continue to operate and expand the existing CitiBus public transit system's services within town limits, for their mutual benefit.

In order for CitiBus to operate in the Town, a Transportation Agreement with the Town of Watertown has been prepared. A copy of the agreement is attached for your review.

A Resolution approving the Transportation Agreement between City of Watertown CitiBus and the Town of Watertown has also been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Transportation Agreement
With the Town of Watertown

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 operates a public mass transportation system, known as the CitiBus public transit within the boundaries of the City of Watertown, and

WHEREAS the City of Watertown and the Town of Watertown desire, for their mutual benefit, to make provision for the delivery of regular, public surface transportation to, through, and among their respective corporate limits and locations, and

WHEREAS the parties recognize the need for making contractual provision for the operation, funding, and management of such a service in the manner contemplated in Article 5-G of the New York General Municipal Law.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Transportation Agreement with Town of Watertown, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Kenneth A. Mix, is hereby authorized and directed to sign the Transportation Agreement.

Seconded by _____

TRANSPORTATION AGREEMENT

Between

The CITY of Watertown, New York

&

The TOWN of Watertown, New York

City of Watertown; CitiBus
245 Washington Street
Watertown, New York 13601

TRANSPORTATION AGREEMENT

THIS TRANSPORTATION AGREEMENT (herein, this “Agreement”), entered into as of the ____ day of _____ 2023 by and between the **City of Watertown**, New York, a municipal corporation organized and existing under the laws of the State of New York with an address of 245 Washington Street, Watertown, New York 13601 (hereinafter referred to as the “**CITY**”) and the **Town of Watertown**, New York, a municipal corporation organized and existing under the laws of the State of New York with an address of 22867 County Route 67, Watertown, New York 13601 (hereinafter referred to in various contexts as “**PARTICIPANT**”, and collectively with the City herein, the “Parties”).

WITNESSETH:

WHEREAS, pursuant to and in accordance with Article 5-I of the General Municipal Law (“GML”), the CITY operates a public mass transportation system, known as the CitiBus public transit (“CitiBus”, as hereafter referenced includes both regular Fixed-route public transit and Paratransit bus system) within the municipal boundaries of the City of Watertown, and

WHEREAS, pursuant to and in accordance with GML Article 5-G enabling municipal corporations to contract for municipal cooperation and shared services, the parties hereto desire for their mutual benefit to make provision for the City to deliver public surface transportation to, through, and among the City’s and PARTICIPANT’s respective corporate limits and locations during the term hereof (the “Term”) and in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein below set forth, the Parties hereto agree as follows:

ARTICLE I: TERM OF AGREEMENT

The Term of this Agreement shall be for a period of two (2) years commencing September 1, 2023, through August 31, 2025.

ARTICLE II: PARTICIPANT REPRESENTATIONS AND CITY ROLE AS LEAD AGENCY

PARTICIPANT HAS ADOPTED ALL NECESSARY LEGAL AUTHORIZATIONS TO ENTER INTO THIS AGREEMENT WITH THE CITY.

The City as operator of CitiBus, shall be the lead agency in all matters pertaining to the Transit System, having applied for funding and having been designated grantee by both New York State and the Federal Government. The lead agency shall have the authority and duty to establish and implement all policies governing the operation of the Transit System, including the establishment of the budget, the number of participants included in the Transit System, setting of fares, establishing schedules and routes; determine the amount and type of advertising and promotion; determine the areas to be serviced by the Transit System; establish and implement accounting procedures and all other matters pertaining to the use, management and operation of the Transit System; however the CITY shall take no action, which would conflict with PARTICIPANT’S right under the terms of this Agreement.

The Parties hereto agree and acknowledge that the City's operation of CitiBus within the municipal boundaries of PARTICIPANT shall include the routes, stops and locations as more particularly depicted and described within Exhibit A, hereto. The CitiBus system routes and improvements located within the PARTICIPANT's municipal boundaries and delineated and depicted within Exhibit A, hereto, shall be hereinafter referred to as the "Town CitiBus Service Area".

ARTICLE III: CITY RIGHT TO OPERATE AND GENERAL DUTIES OF PARTICIPANT

During the Term hereof, PARTICIPANT hereby grants and conveys to the City the right to operate CitiBus within the Town CitiBus Service Area, including all rights and interests required to operate CitiBus upon, within and around all Town owned roads, properties, rights of way and other Town-owned and controlled areas within the Town CitiBus Service Area.

During the life of this Agreement the PARTICIPANT shall:

1. Pursuant to and in accordance with all applicable laws, Grant to the City all additional required easements, rights of way, licenses and other necessary real estate and access right interests for the erection of such bus stop shelters as may be provided by the CITY at locations designated and owned by PARTICIPANT and approved by the CITY. The PARTICIPANT may erect such additional shelters at its own cost and expense as it deems appropriate to its respective needs, subject to all legal requirements and the approval by CITY and the New York State Department of Transportation ("DOT"). Any such shelters so erected shall remain the property of the party which erects them unless the Parties hereto shall otherwise agree. In addition, all advertising revenues generated by the leasing of advertising space at or upon such shelters shall be payable to and retained by the CITY and applied to the operations budget of the Transit System.
2. In the event that any approval, referendum, permit, notice, or other action or proceeding is requisite under applicable law to enable PARTICIPANT to undertake actions associated with Section 1, above, PARTICIPANT will expeditiously cause all such actions necessary with respect to any such requisite matters to be initiated and completed in the manner provided by law.
3. Cooperate with the CITY and toward the accomplishment of all things necessary or desirable to the furtherance of the aims of this Agreement, including, but not limited to facilitating all necessary legal requirements to effectuate the terms of this agreement, which may include all necessary legal requirements for the placement of facilities, shelters, and other improvements upon and within private property.
4. Refrain from providing or undertaking the procurement of services similar to, or competing with, the services procured pursuant to this Agreement, except as may be allowed by the CITY.
5. Pay to the CITY an initial payment of \$2,500 towards anticipated operation general expenses and capital expenses, for the base year of this agreement covering the period September 1, 2023, through August 31, 202, upon the execution of this contract.
6. Authorize the CITY to act on behalf of PARTICIPANT with respect to the effecting of all matters necessary or desirable to the accomplishment of the purposes of this agreement.

ARTICLE IV: DUTIES OF THE CITY

The CITY agrees to perform, and shall have the exclusive authority to perform, the following duties in connection with this Agreement:

1. To carry out the local duties and responsibilities pertaining to the municipal project grant-in-aid program for the funding of the Transit System as required by the State of New York and the United States Government under the Federal Transit Act as amended through the term of this agreement and New York Transportation Law 14.
2. To enter into funding agreements with the DOT, which agreements will be in the form approved by DOT.
3. To provide all reasonably necessary accounting, management, and operational services during the life of this Agreement.
4. To execute and deliver all contracts, documents, and agreements as shall be necessary or desirable for the accomplishment of the purposes of this Agreement, including contracts with designated carriers and transportation consultants for the provision of mass surface transportation services and with marketing and advertising representatives for the provision of such services.
5. To acquire, receive, hold, maintain, operate, and manage all Transit System funds and property, and expend, liquidate, and dispose of the same in accordance with the provisions of this Agreement.
6. To acquire and maintain motor vehicles (buses), bus garage, equipment shelters and signs necessary to carry out the purposes of this Agreement.

ARTICLE V: SCOPE OF CONTRACTOR SERVICES

The parties understand, acknowledge, and mutually agree that the general purpose and objective of this entire Agreement is to procure in the manner herein provided certain transportation and ancillary services. In addition, it is understood and agreed that certain management, advertising, and marketing services designed to advance the success of the Transit System may be contractually procured through a provider other than the CITY.

ARTICLE VI: TITLE TO PROPERTY

Legal title to all funds and property received or acquired for the CitiBus public transit system shall be taken in the name of the City of Watertown and shall be held for the benefit of the Parties to this Agreement, to be utilized, managed, maintained, liquidated, or disposed of in accordance with the terms of this Agreement or in such other manner as may be provided by law. Anything to the contrary, notwithstanding, the bus garage facility and the City property upon which it is constructed shall be utilized, managed and maintained for the benefit of the parties to this Agreement during the term hereof; however, PARTICIPANT shall have no interest therein and said property will at all times remain exclusively the CITY'S and shall not be subject to the provisions of this Agreement pertaining to liquidation or disposition upon termination.

ARTICLE VII: REMEDIES ON BREACH

Upon the occurrence of any event of default, on the part of PARTICIPANT, in addition to all other remedies at law or in equity afforded to the CITY, PARTICIPANT in default shall be subject to such restriction, modification, and/or cessation of transportation services to, from, and within its corporate limits or location provided hereunder as the CITY may in its absolute discretion by resolution provide.

ARTICLE VIII: RESOLUTION ON DISPUTES

The assignment of specific duties and authority to the respective Parties is made under this contract with the intent to avoid major differences among the Parties in the conduct of the service undertaken by this Agreement; and the Parties intend that contract terms shall control the Parties authority and decisions with the respect to operations of service. But as to matters not specifically controlled by the terms of this Agreement, and all claims, disputes, and other matters in question between the Parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, the Parties Agree to submit to the Transit Division of the New York State Department of Transportation for mediation and assistance.

In the event that any such matter is not resolved within thirty (30) Days after submission to DOT, the CITY and PARTICIPANT agree that the venue of any legal action arising from a claimed breach of this Agreement is in the Supreme Court, State of New York, in and for the County of Jefferson.

ARTICLE IX: DURATION, TERMINATION AND LIQUIDATION

1. This Agreement shall remain in effect for a period of two (2) years from April 1, 2023 unless thereafter extended or sooner terminated by mutual agreement of the Parties, or otherwise as herein provided.
2. The Transit System shall be terminable upon the sole discretion of the CITY upon the occurrence of any of the following events:
 - A. Loss of project funding from all state and/or federal sources.
 - B. Disruption or discontinuance of transit services in substantial part for a period ninety (90) or more days as a result of strikes, fuel or materials shortages, war, natural disaster, state or federal governmental action, or other circumstances of legal or physical impossibility.
3. In event of termination of the Transit System, the CITY shall, consistently with the requirements of law and the directives of the New York State Commissioner of Transportation, cause the transit services provided hereunder to cease, direct the system manager to undertake all reasonably necessary steps to affect the conclusion of the business, operations, and affairs of the system, and cause the liquidation by any appropriate lawful means of all assets held by the CITY and acquired pursuant to the provisions of this Agreement, including all accounts receivable and sums owing to the CITY or accruing during liquidation, but exclusive of City owned real property including the bus garage and related facilities.

4. Upon the conclusion of the liquidation process, the sums thereby realized, shall be applied in whole or in part as the case may be, to the payment of all indebtedness, all costs incurred in the liquidation process and to the payment of all additional costs and liabilities incurred by the CITY pursuant to this Agreement then outstanding.

ARTICLE X: ADVERTISING

The CITY shall have the exclusive right to advertising displayed on or upon the Transit systems' buses and bus stop shelters. All advertising revenues generated by the leasing of advertising space on or upon such buses and shelters shall be payable to and retained by the CITY and applied to the operations budget of the Transit System.

ARTICLE XI: MISCELLANEOUS PROVISIONS

1. Renewal of Agreement

This Agreement shall be renewed after the initial two-year term on a year-to-year basis unless either party notifies the other in writing to terminate the Agreement 90 days in advance of the anniversary date of this Agreement. Such written notice shall be signed by the Chief Executive Officer and shall be delivered to the Office of the Chief Executive Officer and to the Office of the Clerk of the other municipality.

2. Amendment

This Agreement may only be amended by the subsequent written agreement of the Parties hereto duly executed by and through their respective authorized representatives following approval by each of the Parties' respective governing bodies and the satisfaction of all other legal requirements as may relate thereto.

3. Entire Agreement

This Agreement represents the entire and integrated agreement among all of the Parties and supersedes all prior negotiations, representations, or agreements, with respect to its subject matter, either written or oral.

4. Separability

In the event that any portion, term, or provision of this Agreement shall be finally determined to be void, unlawful, invalid, or unenforceable, in whole or in part, by any court or other tribunal having competent jurisdiction either at law or pursuant to the terms of this Agreement, said determination shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement.

5. Governing Law

Unless otherwise specified or provided, this Agreement shall be construed, governed, and enforceable in all its provisions under and in accordance with the laws of the State of New York or, where supervening, the laws of the United States of America.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective authorized representatives effective the day and year first above written.

CITY of Watertown, NY

TOWN of Watertown, NY

By: _____
Signature

By: _____
Signature

Kenneth Mix, City Manager

Joel Bartlett, Town Supervisor

Sworn to before me on this

Sworn to before me on this

_____ day of _____, 2023.

_____ day of _____, 2023.

(Notary Public)

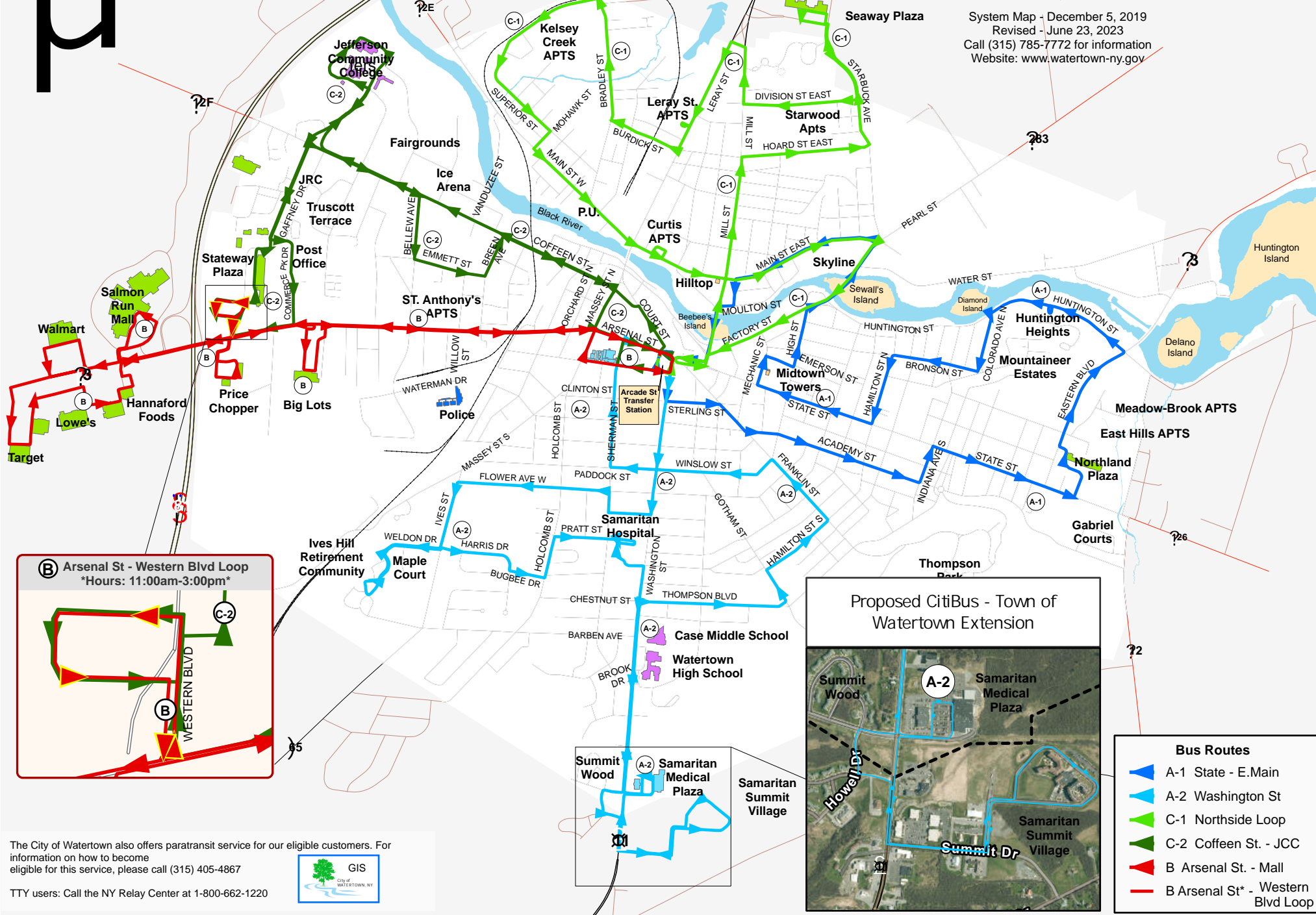
(Notary Public)



CITIBUS PUBLIC TRANSIT

Watertown, New York

System Map - December 5, 2019
 Revised - June 23, 2023
 Call (315) 785-7772 for information
 Website: www.watertown-ny.gov



The City of Watertown also offers paratransit service for our eligible customers. For information on how to become eligible for this service, please call (315) 405-4867

TTY users: Call the NY Relay Center at 1-800-662-1220



July 11, 2023

To: The Honorable Mayor and City Council

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

Subject: Approving Amendment Number 3 to the Agreement with Barton & Loguidice, D.P.C. for the Downtown Revitalization Initiative Streetscape Project

At its June 19, 2023 meeting, the City Council directed Planning and Engineering Staff to explore opportunities to mitigate the loss of three public parking spaces on the west side of Washington Street, immediately south of the intersection with Stone Street, that were planned to be eliminated as part of the Downtown Revitalization Initiative (DRI) Streetscape Project.

Staff worked with Barton & Loguidice, D.P.C., the lead engineering firm on the project, and presented two potential alternatives at the July 3, 2023 City Council meeting.

On July 6, 2023, the City Council made the decision to remove the previously poured curb line and proceed with redesigning the corner to reestablish two ADA-accessible angled parking spaces on Washington Street. This will necessitate new construction drawings, stamped by a licensed Professional Engineer.

Barton & Loguidice has an agreement with the City for professional services for the design of the project that the City Council approved on March 15, 2021. The two parties have mutually amended this agreement twice; once in June 2022 to add Construction Inspection to the Scope of Services and once in October 2022 to cover cost overruns from the initial design.

Barton & Loguidice has prepared the attached Amendment Number 3 to the agreement to cover the engineering costs that B&L will incur as part of preparing the revised stamped construction drawings. The total compensation for the additional services will be \$4,060.

The attached resolution approves Amendment 3 to the contract for an additional amount not to exceed \$4,060 and authorizes the City Manager to execute it on behalf of the City.

RESOLUTION

Page 1 of 1

Approving Amendment Number 3 to the Agreement with Barton & Loguidice, D.P.C. For the Downtown Revitalization Initiative Streetscape 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 the City of Watertown has undertaken a Downtown Revitalization Initiative (DRI) Streetscape Project, and

WHEREAS Barton and Loguidice served as the City's lead design consultant during the design phase of the project and prepared the Bid Book as well as all construction documents on behalf of the City, and

WHEREAS the project has been under construction since July 2022, and the City's contractor has undertaken construction activities related to reconstructing the intersection of Washington and Stone Streets, and

WHEREAS on July 6, 2023, the City Council made the decision to remove some of the elements of this corner that had been installed thus far and reconfigure the corner to mitigate the lost parking, thereby necessitating a redesign, including Stamped Construction drawings for the requested reconfiguration, and

WHEREAS Barton & Loguidice has developed an amendment to the Professional Services Agreement dated July 11, 2023 between the City of Watertown and Barton & Loguidice to add Engineering services to create new stamped construction drawings for the requested reconfiguration to the scope of services for the additional amount of \$4,060.

NOW THEREFORE BE IT RESOLVED that the City Council hereby approves Amendment Number 3 to the contract with Barton & Loguidice, D.P.C., a copy of which is attached and made part of this resolution, for an additional amount not to exceed \$4,060, and,

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute Amendment Number 3 on behalf of the City.

Seconded by

AMENDMENT NUMBER 3 ("Amendment")
TO THE
AGREEMENT DATED MARCH 22, 2021 ("Agreement")
BETWEEN
CITY OF WATERTOWN ("Owner")
AND
BARTON & LOGUIDICE, D.P.C. ("Consultant")
FOR
PROFESSIONAL SERVICES FOR STREETSCAPE DESIGN
IMPROVEMENTS ("Project")

The above referenced Agreement between Owner and Consultant is amended to include the changes set forth below. The Agreement referenced above, including any amendments or revisions thereto previously agreed to in writing between Owner and Consultant, remains in full force and effect except as modified herein.

1. Change in Scope of Services to be Performed

- A. The scope of services to be performed by Consultant is hereby modified as described in Attachment One.

2. Change in Compensation for Services

- A. Total compensation for the services described in Attachment One, including reimbursable expenses, is estimated to be (Four Thousand Sixty Dollars (\$4,060), which shall be in addition to any payment amount(s) previously agreed to in writing between Owner and Consultant for this Project.
- B. Owner's method of payment to Consultant shall be as set forth in the Agreement referenced above.

3. Total Agreement

- A. This Amendment, along with the original Agreement and any other duly executed amendments previous to this Amendment, constitutes the entire agreement between Owner and Consultant for this Project; it supersedes all prior written or oral understandings and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the above referenced Agreement as of the latest day and year set forth below.

OWNER: City of Watertown

CONSULTANT: Barton & Loguidice, D.P.C.

By: _____ By: _____

Kenneth A. Mix

Matthew J. Schooley

Title: City Manager Title: _____

Executive Vice President

Date

Date

Signed: _____

Signed: _____

July 11, 2023

NOTE: Address for Giving Notices:

Barton & Loguidice, Attn: President, 443 Electronics Parkway, Liverpool, NY 13088

Attachment One - Scope of Services for Amendment Number 3 Streetscape Design Improvements

SUPPLEMENTAL SCOPE OF SERVICES

WASHINGTON STREET PARKING REVISIONS


Watertown Streetscape Design Improvements
NYS DOS #C1001300

July 2023

Watertown Streetscape Design Improvements

SOW Construction Support/Administration: Key Bank Parking Design (per property owner's request and City's approval)

The CA/CI Consultant prepared conceptual design and estimates for the removal of the constructed raised concrete planters and proposed curblin to accommodate two handicap parking spaces while maintaining ADA access to the Governor Flower monument. These revised designs were at the request of the property owner and approval of the City. The Consultant will prepare field change sheets and material quantities to be issued for construction.

<div> <div>Exhibit A</div> <div>Washington Street Parking Revisions (Key Bank)</div> </div>								
	TITLE	MANAGER IV	PROFESSIONAL VI	PROFESSIONAL IV	TECHNICIAN ASSISTANT II	LABOR	MILES	TELEP
						TOTAL	(MILES)	REPRO
SCOPE OF SERVICE	EMPL RATE	MCB \$220	ASK \$170	BRS \$138	JJB \$90			
A. Design								
design of curb ramp			2			\$340		
asphalt profiling			2			\$340		
drainage design			1			\$170		
revised general plan sheet			3			\$510		
revised striping sheet						\$0		
develop quantities/estimates			2			\$340		
contractor coordination for field changes			1			\$170		
client coordination, meetings, QA/QC, PE Stamp		3	9			\$2,190		
						\$0		
						\$0		
						\$0		
						\$0		
						\$0		
HOURS TOTAL		3	20	0	0			
DOLLARS/HOUR		\$220	\$170	\$138	\$90			
SUB-TOTAL		\$660	\$3,400	\$0	\$0	\$4,060	\$0	\$0
LABOR TOTAL		\$4,060						
SUBCONSULTANTS								
MILEAGE, TELEPHONE, REPRO								
FEE ESTIMATE		\$4,060						
PROPOSAL FEE (Fee Ceiling)		\$4,100						

To: The Honorable Mayor and City Council

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

Subject: Authorizing and Endorsing an Application for Grant Funding Through the New York State Department of Environmental Conservation's Urban and Community Forestry Program

At the July 3, 2023 meeting, the City Council informally agreed to have Staff apply for grant funding through the NYSDEC's Urban and Community Forestry Grant Program for tree maintenance. This grant will supplement the cost of tree maintenance efforts over the next year in a continued effort to mitigate risk associated with potentially hazardous trees along City streets, and within our parks and playgrounds.

The City's recently completed tree inventory and management plan has provided accurate information on the health, risk, recommended maintenance and benefits associated with City owned trees.

Under this grant program, applications for tree maintenance requires a 25% match from the City. As you are aware, the City takes a proactive approach to tree maintenance and uses the tree management plan as a guideline for this work. Staff is recommending the use of an in-kind labor match of \$18,750 to allow the City to apply for the maximum grant amount of \$75,000. The total project cost would be \$93,750. The 25% City match would consist of in-kind labor costs and equipment costs that are incurred from in-house tree maintenance work that we already do. Essentially, the match for this grant would be at no additional cost other than continuing our annual tree maintenance efforts. The application requires that an authorizing resolution be adopted by the City Council.

The attached resolution authorizes and endorses the City's application to the NYSDEC for grant funding under Round 16 of the Urban and Community Forestry Grant Program for a project known as the City of Watertown Street and Park Tree Maintenance Project and authorizes and directs the City Manager to file an application for funding in an amount not to exceed \$75,000.

RESOLUTION

Page 1 of 2

Authorizing and Endorsing an Application for Grant Funding Through the New York State Department of Environmental Conservation's Urban and Community Forestry 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 New York State Department of Environmental Conservation (NYSDEC) has announced that grant funding is available through the Urban and Community Forestry Program for tree maintenance, and

WHEREAS the City of Watertown has made the planting, care, and management of its urban forest a priority over the last three decades in the wake of several devastating storm in the 1990's, and most recently a city-wide infestation of the destructive Emerald Ash Borer, and

WHEREAS Tree Watertown, the City's Tree Advisory Board, Planning Staff and the Superintendent of Public Works, Patrick Keenan, has recommended that the City Council apply for funding through this program, and

WHEREAS City Staff will utilize data collected in the City's 2018 Tree Inventory and Management Plan to identify numerous maintenance needs, including priority pruning and necessary removal of potentially hazardous trees of various sizes throughout City streets, parks and playgrounds, and

WHEREAS the City Council of the City of Watertown is applying to the NYSDEC for a reimbursement project grant under the Urban and Community Forests Program to be located along the streets and in parks in the City, located within the territorial jurisdiction of the City Council, and

WHEREAS as a requirement of the Urban and Community Forest Program, Staff must obtain the approval/endorsement of the governing body of the municipality in which the project will be located,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves and endorses the City's application to the NYSDEC for a grant under the Urban and Community Forestry Program for a project know as the City of Watertown Street and Park Tree Maintenance Project located in the City, and

RESOLUTION

Page 2 of 2

Authorizing and Endorsing an Application for
Grant Funding Through the New York State
Department of Environmental Conservation's
Urban and Community Forestry 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

BE IT FURTHER RESOLVED that the City Manager, Kenneth A. Mix, is hereby authorized and directed to file an application for funding in an amount not to exceed \$75,000, and upon approval of said request, to enter into and execute a project agreement with the NYSDEC for such financial assistance for the City of Watertown Street and Park Tree Maintenance Project.

Seconded by _____

Res No. 12

July 12, 2023

To: The Honorable Mayor and City Council

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

Subject: Supporting and Authorizing a Grant Application to the New York State Department of Environmental Conservation through the Water Quality Improvement Project Program for the City of Watertown Salt Storage Facility Project

On June 19, 2023, the City Council discussed DPW Salt Storage Facility Project as a potential NYS Consolidated Funding Application and the consensus was to make an application.

This project involves the design and construction of a salt storage facility for the Department of Public Works. Our salt storage area is currently uncovered which creates numerous operational and environmental concerns and is a high priority for the Department.

Grant funding is available through the NYS DEC Water Quality Improvement Project (WQIP) Program. The program requires a 25% match which will be covered by American Rescue Plan Act (ARPA) funds.

Attached for City Council consideration is a resolution supporting and authorizing an application for funding for the project.

RESOLUTION

Page 1 of 2

Supporting and Authorizing a Grant
Application to the New York State
Department of Environmental
Conservation through the Water
Quality Improvement Project Program
for the City of Watertown Salt Storage
Facility 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 the City of Watertown owns and operates an uncovered salt storage pile at the DPW facility located near the intersection of Newell Street and Engine Street, and

WHEREAS the City of Watertown is proposing the City of Watertown Salt Storage Facility Project which includes the construction of a new salt storage structure to enclose the existing uncovered salt storage, and

WHEREAS the Project will protect the Black River, the municipal water supply source, from the potential of salt-contaminated runoff from the uncovered salt storage pile, and

WHEREAS the NYS Department of Environmental Conservation (DEC) Water Quality Improvement Project (WQIP) program is a competitive, statewide reimbursement grant program open to local governments to implement projects that directly improve water quality or protect a drinking water source, and

WHEREAS the NYS DEC WQIP Salt Storage Program requires a local match of 25% of the award amount for new salt storage structures to enclose an uncovered salt storage pile, and

WHEREAS, the City of Watertown is seeking funding through the NYS DEC WQIP Grant, and

WHEREAS NYS DEC requires a resolution by the municipality supporting the project,

NOW THEREFORE, IT IS RESOLVED that the City of Watertown City Council hereby supports the proposed City of Watertown Salt Storage Facility Project and authorizes an application for funding to the NYS DEC WQIP Grant Program, and

RESOLUTION

Page 2 of 2

Supporting and Authorizing a Grant
Application to the New York State
Department of Environmental
Conservation through the Water
Quality Improvement Project Program
for the City of Watertown Salt Storage
Facility 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 of Watertown approves the local match of 25% of the WQIP award amount, and

BE IT FURTHER RESOLVED that the City of Watertown authorizes and directs the City Manager to sign and submit a grant application and sign the State of New York Master Contract for Grants with NYS Department of Environmental Conservation and any associated documents for the project.

Seconded by

Res No. 13

July 12, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Accepting a Grant from the Division of Criminal Justice Services to Fund Radios
Used in Hot Spot Policing

The City of Watertown was awarded a \$50,000 grant from the New York State Division of Criminal Justice Services. This grant is intended to fund radios to support "hot spot" policing.

In order to accept this grant, the mayor must sign the Grant Award Notice. A copy of the Grant Award Notice is attached for your review.

A resolution for the council to accept the grant and authorize the mayor to sign the award notice has also been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting a Grant from the Division of
Criminal Justice Services to Fund Radios
Used in Hot Spot Policing

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 New York State Division of Criminal Justice Services has offered a grant of \$50,000 to the City of Watertown; and

WHEREAS, these funds are designated to support costs for radios utilized in "hot spot" patrols, enhancing our ability to ensure public safety and respond promptly and effectively to criminal activities; and

WHEREAS, the acceptance of this grant aligns with our mission to safeguard our community and focus on those areas where a stronger police presence is necessary;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby accepts the grant of \$50,000 from the New York State Division of Criminal Justice Services; and

BE IT FURTHER RESOLVED that the Mayor of the City of Watertown is hereby authorized and directed to sign the award notice, thereby formalizing the acceptance of this grant.

Seconded by



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

YVONNE TURNER
Director of Funding

Grant Award Notice

Grantee/Contractor: City of Watertown / Watertown City Police Department	Date: 6/8/2023
Program Name: Hot Spot Policing	Award Amount: \$50,000 ¹
Signatory Name and Title: Jeffrey M. Smith, Mayor	Term Dates: TBD
Email: jsmith@watertown-ny.gov	Contract Number: C637633
Program Description: To support costs for radios used in "hot spot" patrols.	
The following additional information is provided as required when grants are supported with federal funding: <u>Federal Award Identification Information</u> Award Name: New York State FY 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Federal Award Number: 2018-DJ-BX-0098 Name of the Federal Award Agency: Bureau of Justice Assistance (BJA) Federal Award Lapse Date: 9/30/2025 Total Amount of Federal Award: \$ 8,818,775 Federal Fiscal Year of Funds: FFY 18 Catalog of Federal Domestic Assistance (CFDA) Title and Number: 16.738 Edward Byrne Memorial Justice Assistance Grant Program	
Grant Questions	
Primary Contact Meagan Armstrong, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.5569 Email: meagan.armstrong@dcjs.ny.gov	Secondary Contact Joe Lostritto, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.7662 Email: joe.lostritto@dcjs.ny.gov

¹ The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller. This funding is provided by the Division of Criminal Justice Services (DCJS) with federal funds through the Bureau of Justice Assistance (BJA). Grantees receiving these funds will be subject to federal rules, regulations, and reporting requirements.

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

Res No. 14

July 12, 2023

To: The Honorable Mayor and City Council

From: Kenneth Mix, City Manager

Subject: Approving Amendment No.4 of the GHD Consulting Services, Inc.,
Agreement for the Water Treatment Plant Disinfection By-Product Project

Attached is Amendment No. 4 of the Agreement between GHD Consulting Services, Inc. and the City of Watertown for consulting and engineering services for the City of Watertown Water Treatment Plant Disinfection By-Product Project.

This Amendment will include design for a new flocculation/sedimentation basin, an ozonation system at the Water Treatment Plant, and converting the existing filters to Granulated Activated Carbon filters. The proposed cost for these services is \$2,925,000.

A resolution approving this Amendment No. 4 with GHD Consulting Services, Inc. has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Amendment No. 4 of the GHD Consulting Services Agreement for the Water Treatment Plant Disinfection By-Product Project

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member COMPO, Sarah V.

Council Member RUGGIERO, Lisa L.

Mayor SMITH, Jeffrey M.

Introduced by

Total

YEA	NAY

WHEREAS, GHD Consulting Services Inc., and the City of Watertown entered into an Agreement dated April 5, 2022 to perform engineering services for a disinfection by-products system to reduce TTHM's and HAA5's, in the amount of \$43,900; and

WHEREAS the agreement with GHD was first amended to include pilot rentals/commissioning, analyses, sampling, and reporting services, which increased the contract by \$663,000, and

WHEREAS Amendment No. 2 added \$20,405.00 to the cost for a funding schedule, an interim report, SEQR assistance, WIIA/IMG funding assistance, DCIP funding assistance, and additional services, and

WHEREAS Amendment No. 3 added \$49,300.00 to the cost for an extension of the lease of Pilot Enclosure No. 2 by two weeks, an archaeological assessment, and additional sampling, and

WHEREAS GHD has submitted Amendment No. 4 for the design of a new flocculation/sedimentation basin, addition of an ozonation system to the WTP, and converting the existing filters to GAC filters,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Amendment No. 4 of the GHD agreement, a copy of which is attached and made part of this resolution, to include the additional services with an increase of \$2,925,000, bringing the contract total to \$3,701,605, and

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

Seconded by

Our ref: 12576729

June 29, 2023

Vicky Murphy
Water Superintendent
City of Watertown
Watertown, NY 13601

WTP Water Quality Improvements – Design Amendment

Dear Vicky

GHD is pleased to provide the enclosed amendment for design services for the City of Watertown WTP Water Quality Improvements project. Since pilot testing will not be complete until September 2023, the enclosed design amendment is based on a nominated design that generally includes constructing a new flocculation/sedimentation basin on Huntington Island, adding an ozonation system to the WTP, and converting the existing filters to GAC filters. The nominated design was selected based on preliminary pilot testing results. Pilot review period no. 3 was completed on June 23, 2023 and pilot review period no. 4 will occur from July 10, 2023 to September 1, 2023. A final report of findings and recommendations is proposed to be completed to meet the USEPA Administrative Order deadline of January 1, 2024.

The City previously retained GHD to pursue funding for the recommended project in 2023. The status of funding applications is indicated below:

1. On June 16, 2023, GHD submitted, on behalf of the City, a listing form and the interim report to the Drinking Water State Revolving Fund (DWSRF) Annual List.
2. On June 23, 2023, GHD submitted, on behalf of the City, an application to the US Department of Defense Office of Local Defense Community Cooperation (OLDCC) Defense Community Infrastructure Pilot (DCIP) Program.
3. GHD intends to submit, on behalf of the City, an application for the New York State (NYS) Water Infrastructure and Investment Act (WIIA) grant program by the application deadline of July 28, 2023.

It is GHD's understanding that if the City receives DCIP funding for the WTP Water Quality Improvements project, the project must break-ground within 12 months upon receipt of the grant. It is anticipated that grant award announcement would occur in September 2023 and would therefore require that projects receiving funding break-ground in September 2024. In order to meet this deadline, we propose to split the work of the project into three contract groups:

- Contract No. 1: tree clearing on Huntington Island
- Contract 2,3 and 4: WTP improvements (GAC filters, ozone, filter-to-waste)
- Contract No. 5, 6, 7 and 8: Pretreatment improvements (flocculation/sedimentation basin, chemical feed building, settled water pump station upgrades, access road improvements)

In order to meet a September 2024 breaking ground deadline, the design needs to begin as soon as possible.

We would be happy to meet with the City to discuss the schedule and budget for design in more detail.

A handwritten signature in black ink, appearing to read 'Kevin C', with a stylized flourish at the end.

Kevin Castro, PE, BCEE

Project Director

+1 315 802-0274

kevin.castro@ghd.com

Encl.

Copy to: Aaron Harvill, City of Watertown
Erica Goldin, GHD
Colleen Meehan, GHD
Natasha Duran, GHD



Q1403 Amendment No. 4

This Amendment No. 4 is effective this July ____, 2023, (the “Effective Date”) between GHD Consulting Services Inc. (hereinafter “GHD”) and City of Watertown, New York (hereinafter “Owner”). In consideration of the mutual promises set forth herein, GHD and Owner agree to modify the project details for the Original Agreement between GHD and Owner referenced herein.

Project details

Project name:	Water Treatment Plant Water Quality Improvements Project	Project number:	12576729
Effective Date of Original Agreement:	April 5, 2022	Project Manager:	Erica Goldin, PE

Description of proposed change:

1. Scope of Services

1.1. Basic Services

1.1.1. Meetings

1. Coordinate and attend a project chartering meeting with the Owner to review the scope of work, budget, schedule, information needs, and to identify the vision and critical success factors for the project. Issue minutes of the meeting. An internal project chartering meeting will be held with the GHD team to review the project charter.
2. Virtually attend up to 12 monthly progress meetings with the Owner at the WTP to review the status of the project, discuss technical issues, solicit feedback on the design, review schedule and work performed during the previous period and anticipated in the next period. Issue minutes of the meetings.
3. Virtually attend a review meeting with the Owner after review of each progress deliverable.
4. Attend 4 DBP stakeholder meetings to present the project and answer stakeholder questions.

1.1.2. Design Phase Documents

1. 30 percent design deliverable
 - a. Prepare a basis of design memorandum to present the design basis of improvements for Project Nos. 2 and 3. The design will be presented in text and tabular form with opinions of cost, preliminary layout drawings, a preliminary specification list, a preliminary drawing list and a summary of required permits and approvals. Provide one electronic copy of the deliverable to the Owner.
 - b. With the subcontracted assistance of a licensed land surveyor, perform a topographic survey of approximately 9 acres on Huntington Island and approximately a 1-acre topographic survey of the WTP. Buried utility information will be provided by the Owner and other utility owners and accessible pipe invert elevations will be obtained. Boundary survey is not anticipated.

c. Soil Conditions and Geotechnical Investigations

- i. Existing soil boring logs collected in 1984 on Huntington Island were reviewed. It is recommended that additional geotechnical investigations be performed as part of the design of the recommended improvements.
- ii. The geotechnical investigation (provided with the subcontracted assistance of a soil boring company) will include the following activities:
 - 1) The proposed boring plans may change based on conditions encountered on site. The drilling depth will be to the planned depth or to auger refusal/bedrock, whichever is the lesser. If the soil is determined to be glacial till materials with greater than 100 blows per foot for over 10 feet, the representative of the Engineer on site may terminate the boring. Soil samples will be obtained generally following ASTM D-1586. Rock coring, if required, will be performed in general accordance with ASTM D-2113 if required. The drilling subconsultant will prepare a subsurface log for each test boring.

Boring Number	Boring Location	Planned Depth (Feet)	Continuous Sampling (Sampling From)	5-ft Interval Sampling	Rock Coring
B-1	WTP (location of proposed blower room)	35	16	20, 25, 30, 35	Drill to auger refusal, core to 5 feet to evaluate the bedrock quality.
B-2	Huntington Island Access Road (West of dam)	10	10	NA	No rock coring anticipated.
B-3	Hunting Island Access Road (East of dam)	10	10	NA	No rock coring anticipated
B-4 and B-5	Huntington Island (location of proposed flocculation/ sedimentation basin)	40	16	20, 25, 30, 35, 40	Drill to auger refusal, core to 5 feet to evaluate the bedrock quality in one boring. Drill to auger refusal in the second boring.

- 2) A representative of GHD will lay out the borings and obtain general locations for the borings prior to drilling activities.
- 3) Full time onsite observation will be provided during the drilling to allow for engineering judgement decisions to be made as information is obtained from the drilling, and to allow for changes in the drilling plan while the operations are being performed.
- 4) Soil index laboratory testing will be performed on various samples which may include natural moisture contents, Atterberg Limits determinations, and particle size determinations. These tests will aid in evaluating the engineering properties and classifying the soils.
- 5) A geotechnical engineering evaluation will be performed to determine the necessary foundation design recommendations and construction considerations for the blower and flocculation/sedimentation basin. A geotechnical report will be prepared summarizing method of investigation and subsurface conditions encountered, general construction considerations, foundation type recommendations and seismic site class.

- d. Revise deliverable in response to comments provided by the Owner during the deliverable review meeting. Provide one electronic copy of revised deliverable to the Owner.

2. 60 percent design deliverable

- a. Prepare 60 percent design drawings, technical specifications, bidding documents, and an updated opinion of probable cost. Provide two hard copies and one electronic copy of the deliverable to the Owner. Utilize 2018 EJCDC front end construction documents to prepare the information to bidders, bid proposal, agreement, and general and supplementary conditions.
- b. A separate 60 percent design deliverable will be provided for Project Nos. 2 and 3 as detailed in the schedule below.

3. 90 percent design deliverable
 - a. Prepare 90 percent design drawings, technical specifications, bidding documents, and an updated opinion of probable cost. Provide two hard copies and one electronic copy of the deliverable to the Owner.
 - b. A separate 90 percent design deliverable will be provided for Project Nos. 1, 2, and 3 as detailed in the schedule below.
 - c. The basis of design memorandum will serve as the “engineering report” required by the Department of Health (NYSDOH).
4. 100 percent design deliverable
 - a. After incorporating Owner and NYSDOH review comments into the documents, deliver five (5) hard copies and a reproducible electronic copy of the contract documents to the Owner for advertisement of bidding.
 - b. A separate 100 percent design deliverable will be provided for Project Nos. 1, 2, and 3 as detailed in the schedule below.
5. Submit project progress report with monthly invoices. Progress report to include a summary of work completed the previous month, anticipated work to be completed the next month, budget status, information needs, schedule updates, clarifications, and issues, and MWBE participation to date.
6. Prepare a statement of Special Inspections in accordance with the New York State Building Code.

1.1.3. Permitting/Approvals

1. SPDES General Permit for Stormwater Discharges from Construction Activity
 - a. Perform stormwater analysis of site pre- and post-development conditions per NYSDEC regulations, based on the final design of the site.
 - b. Prepare a SWPPP report and stormwater management drawings in accordance with NYSDEC’s SPDES General Permit for Stormwater Discharges from Construction Activity.
 - c. Prepare an erosion and sediment control plan and details.
 - d. Design the required stormwater management practices to treat site runoff in accordance with NYSDEC guidelines.
 - e. Prepare and submit a Notice of Intent to the NYSDEC.
 - f. It is anticipated that the project will involve the disturbance of greater than 5 acres.
2. NYSDEC/USACE Joint Application for Permit
3. Prepare and submit an application for approval of public water supply improvements to the New York State Department of Health.
4. Local approval in Town of Pamela (one meeting budgeted)
5. NEPA Review.
6. Complete a wetland delineation of the proposed sedimentation basin project side on Huntington Island.

1.1.4. Nominated Improvements

1. Sedimentation Basin
 - a. Construct a flocculation/sedimentation basin with tube or plate settlers on Huntington Island. Provide sludge collection and piping/pumping to the existing sludge drying beds.
 - b. Construct a new chemical feed building for coagulant, polymer and caustic soda on Huntington Island located adjacent to the new flocculation/sedimentation basin. The facility will include a unisex restroom. Provide a new potable water service to the building and a chemical unloading area/containment area.
 - c. Modify existing settled water pump station to pump water with new watermains to the new flocculation/sedimentation basin and to allow water to flow by gravity from the new flocculation/sedimentation basin to the WTP.
 - d. Improve existing Huntington Island access road. Extend existing access road to the new chemical feed building and provide a chemical unloading/containment area.

- e. Provide stormwater management facilities.
 - f. Provide a new sewer force main from the chemical feed building.
 - g. Provide increased water flow through the existing sedimentation basin into the Black River.
 - h. Dredge the existing impounded settling basin (discharge to existing drying beds).
 - i. Televising existing 30-inch settled water pipeline and repair as needed.
2. Ozone
 - a. Convert existing contact tanks to ozone contactors.
 - b. Provide ozone production and injection system. Construct an Ozone Generation Room above ozone contactors to house the ozone production and injection system.
 3. Filters
 - a. Replace filter media with deep bed granular activated carbon (GAC) and sand.
 - b. Replace filter underdrains with gravelless underdrains that are capable of distributing air and water during backwash cycle.
 - c. Raise existing wash water troughs to accommodate deeper media bed.
 - d. Repair miscellaneous concrete cracks, leaks, spalls, etc. on filter basin interior walls and slab.
 - e. Demolish surface wash system.
 - f. Provide blowers for air scour. Construct new Blower Room to house blowers.
 4. Pipe Gallery
 - a. Addition of a filter waste system (contingent upon NYSDOH preliminary approval of basis of design).
 5. Control System
 - a. Provide a new PLC for the ozone and filter improvements.
 - b. Provide a new PLC for the new sedimentation basin and chemical feed building.
 - c. Replacing the existing WTP PLC.
 - d. Replace the existing PLC in the Coagulation Basin Pumping Station.
 6. Sludge Drying Beds
 - a. Evaluate the capacity of the existing sludge drying beds.

1.1.5. Technical Assumptions

1. Work will be split into three sets of contract/bid documents, as detailed below:
 - a. Contract No. 1 (Project No. 1) – Tree clearing (one contract).
 - b. Contract Nos. 2, 3, and 4 (Project No. 2) – WTP Site (three contracts – General, Electrical and Instrumentation, HVAC)
 - i. Ozone improvements
 - ii. Filter improvements
 - iii. Pipe gallery improvements
 - c. Contract Nos. 5, 6, 7, and 8 (Project No. 3) – Flocculation/Sedimentation (four contracts – General, Electrical and Instrumentation, HVAC, Plumbing)
 - i. Sedimentation basin
 - ii. Sludge drying beds capacity evaluation
 - d. Total estimated quantity of design drawings for the project is 225.
2. Improvements to be designed are based on preliminary piloting results. Piloting results to be reviewed at the end of Period 4 to determine if the improvements included in this proposal are still appropriate.
3. Project design and approvals will occur concurrently with staggered completion dates and milestones.
4. NEPA Review will only be required only if the project receives federal funding.
5. Capacity of the existing sludge drying beds is adequate and no upgrades are necessary.
6. Design of PLCs/HMIs will be based on GHD programming during the construction phase.

7. New components will be integrated into the existing SCADA system.
8. No SPDES permit is required for increased flow and discharge through the existing sedimentation basin.

1.2. Additional Services

1.2.1. Additional Services Requiring Owner's Written Authorization

1. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Payments to Engineer.
 - a. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements, review and evaluation for the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - b. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 - c. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 - d. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Basic Services.
 - e. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 - f. Provide renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 - g. Undertaking investigation and studies including, but not limited to:
 - i. Detailed consideration of operations, maintenance, and overhead expenses;
 - ii. The preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - iii. Preparation of appraisals;
 - iv. Evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - v. Detailed quantity surveys of materials, equipment, and labor; and
 - vi. Audits or inventories required in connection with construction performed or furnished by Owner.
 - h. Furnishing services of Consultants for other than Basic Services.
 - i. Providing data or services of the types described in Owner's Responsibilities (Section 4.0, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 - j. Providing the following services:
 - i. Services attributable to more prime construction contracts than specified in Basic Services.
 - ii. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.

- k. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
- l. Preparing additional bidding related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
- m. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- n. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
- o. Providing Construction Phase services beyond the original date of completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- p. Preparing Record Drawings and furnishing such Record Drawings to Owner.
- q. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
- r. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources, revise and supplement Record Drawings as needed.
- s. Preparation of operation, maintenance, and staffing manuals.
- t. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
- u. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
- v. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
- w. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
- x. Overtime work requiring higher than regular rates.
- y. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Basic Scope; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- z. Providing more extensive services required to enable Engineer to issue notices or certifications request by Owner.
- aa. Services to modify the design to address pilot testing results received after the nominated design has been initiated or due to revisions requested by the NYSDOH.
- bb. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
- cc. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

1.2.2. Additional Services Not Requiring Owner's Written Authorization

1. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 - a. Service in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

- b. Services in making revision to Drawings and Specification occasioned by the acceptance of substitute materials or equipment other than “or-equal” items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed “or-equal” or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed “or-equals” or substitutions, whether proposed before or after award of the Construction Contract.
- c. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- d. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
- e. Services (other than Basic Services during the Post Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
- f. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
- g. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submission by Contractor.
- h. While at the Site, compliance by Engineer and its staff with those items of Owner’s or Contractor’s safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

1.3. Bidding Services

Bidding services for each project will be included by amendment at the time these services are needed.

1.4. Construction Administration Services

Construction administration services will be included by amendment at the time these services are needed.

2. Payments to the Engineer

The above scope of services will be completed for the following fees (not to exceed without prior written authorization):

Scope/Task	Fee	Fee Type
Design	\$2,875,000	Lump Sum
Tree Clearing ⁽¹⁾	\$175,000	
Ozone/FAF Facilities	\$1,450,000	
Flocculation/Sedimentation	\$1,250,000	
Additional Services Allowance ⁽²⁾	\$50,000	Hourly
Total Amendment No. 4	\$2,925,000 ⁽³⁾	

(1) Site survey of Huntington Island, the WTP, and adjacent areas is included in this budget.

(2) To be used with prior authorization from the Owner.

(3) Total anticipated M/WBE participation is \$497,000 or approximately 17 percent of the design total.

3. Owner's Responsibilities

3.1. In addition to other responsibilities of Owner as set forth in this Amendment, Owner shall at its expense:

1. Provide Engineer with all the criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2018 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous design, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.
 - b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Amendment.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

- b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
 10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
 11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
 12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
 13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 14. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
 15. Place and pay for advertisement for Bids in appropriate publications.
 16. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
 17. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 18. Authorize Engineer to provide Additional Services as set forth in Section 1.2.1.

4. Schedule

Task	Date
Permitting	
NEPA Review (if funded through federal grants)	August 2023 – May 2024
NYSDEC/USACE Joint Permit	August 2023 – September 2024
SPDES Stormwater Permit	August 2023 – April 2024
NYSDOH Approval	April 2024 – July 2024

Schedule (continued)

Task	Date
Contract No. 1 – Tree Clearing ⁽¹⁾	
Authorization to Proceed	July 2023
Project Chartering Meeting	July 2023
Survey	September 2023
Submit 90% Design Deliverable to the Owner	October 2023
Review 90% Design Deliverable with Owner	October 2023
Submit 100% Design Deliverable to the Owner	November 2023
Contract No. 2, 3 and 4 – Ozone, Filter, and Pipe Gallery Improvements	
Authorization to Proceed	July 2023
Project Chartering Meeting	July 2023
Survey/Geotechnical Investigation	August 2023 – September 2023
Submit 30% Design Deliverable to the Owner	October 2023
Review 30% Design Deliverable with Owner	November 2023
Revise and Resubmit 30% Design Deliverable	November 2023
Submit 60% Design Deliverable to the Owner	February 2024
Review 60% Design Deliverable with Owner	February 2024
Submit 90% Design Deliverable to the Owner	March 2024
Review 90% Design Deliverable with Owner	April 2024
Submit 100% Design Deliverable to the Owner	April 2024
Contract No. 5, 6, 7, and 8 – Flocculation/Sedimentation Basin	
Authorization to Proceed	July 2023
Project Chartering Meeting	July 2023
Survey/Geotechnical Investigation	August 2023 - September 2023
Submit 30% Design Deliverable to the Owner	October 2023
Review 30% Design Deliverable with Owner	November 2023
Revise and Resubmit 30% Design Deliverable	November 2023
Submit 60% Design Deliverable to the Owner	April 2024
Review 60% Design Deliverable with Owner	April 2024
Submit 90% Design Deliverable to the Owner	June 2024
Review 90% Design Deliverable with Owner	June 2024
Submit 100% Design Deliverable to the Owner	July 2024

(1) All tree clearing must occur between November 1 and March 31 due to the presence of Northern Long-eared bats.

5. Terms and Conditions

April 5, 2022 Engineering Service Agreement as amended to date.

Original budgeted effort:	\$43,900	Current completion date:	January 1, 2024
Budget prior to this Amendment:	\$776,605		
This Amendment No. 4 (variation)	\$2,925,000		
Revised budgeted effort total:	\$3,701,605	Revised completion date:	July 31, 2024

In witness whereof, GHD and Owner have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GHD

GHD Consulting Services Inc.



Kevin Castro, PE

Project Director

Date: 06/29/2023

Owner

City of Watertown, NY

Kenneth Mix

City Manager

Date:

Ord No. 1

July 11, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Amending Chapter 216: Parks, Playgrounds, and Recreational Areas of the City Code – Revising Thompson Park Hours

On July 3, 2023, the City Council discussed changing the hours that John C. Thompson Park is closed. There was a consensus that the closed hours should be from 11:00 p.m. to 5:00 a.m.

The attached ordinance was prepared for Council's consideration. It changes the closed hours to 11:00 p.m. to 5:00 a.m.

ORDINANCE

Page 1 of 1

Amending Chapter 216: Parks,
Playgrounds, and Recreational
Areas of the City Code – Revising
Thompson Park Hours

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 Council wishes to expand the hours that John C. Thompson Park is open to the public,

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Watertown that Paragraph “C” of Section 216-3 of the City Code is replaced in whole to read as follows: “C. No person shall enter or remain in John C. Thompson Park from 11:00 p.m. to 5:00 a.m., except for the purpose of driving through without stopping, other than for traffic signs.”, and

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

Seconded by

July 11, 2023

To: Kenneth Mix, City Manager

From: Scott Weller, Superintendent of Parks and Recreation

Subject: Thompson Park Golf Course Update

The following data has been compiled through July 9, 2023, for the Thompson Park Golf Course. A total of 169 season passes have been sold, with 190 passholders, including family passes and senior couples. Of the 190 passholders, 115 are city residents.

Season Pass Type	Total Passes	City Resident
18 & under	55	35
22 & under	19	4
Adult	19	13
Family (2 adults)	15 (29)	23
Family (additional students)	3	2
Senior	51	28
Senior Couple	7 (14)	10

Net revenue through Sunday, July 9th:

Month	Revenue
April	\$13,925
May	\$108,044.49
June	\$77,161.35
July	\$27,703
Driving Range (self-pay)	\$9,638.37
Total	\$236,472.21

Usage Data

Rounds played: 6,332

Season passholder rounds: 2,594

Greens fees paid: 3,738

City residents have purchased 67% of the greens fees

Tournament golfers: 326

Cart rentals: 4,915