

CITY OF WATERTOWN, NEW YORK
AGENDA
Tuesday, January 3, 2017

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on **Tuesday**, January 3, 2017, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Approving Salary Structure and Annual Pay Increase for Watertown Housing Authority Employees
- Resolution No. 2 - Approving Agreement for Services for Vision and Dental City Employee Plan, Relph Benefit Advisors
- Resolution No. 3 - Authorizing the Sale of Fire Department 1986 E-One Pumper Truck
- Resolution No. 4 - Approving Purchasing Policy Revisions
- Resolution No. 5 - Designating Depositories of City Funds for 2017
- Resolution No. 6 - Finding That Amending the Code of the City of Watertown, Section 310-9.2, Health Services Districts Will Not Have a Significant Impact on the Environment

ORDINANCES

LOCAL LAW

PUBLIC HEARING

7:30 p.m.

Ordinance Amending the Code of the City of Watertown,
Section 310-9.2, Health Services Districts

OLD BUSINESS

STAFF REPORTS

NEW BUSINESS

EXECUTIVE SESSION

The proposed acquisition, sale or lease of real property when publicity would
affect the value thereof

WORK SESSION

Next Work Session is scheduled for Monday, January 23, 2017, at 7:00 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS TUESDAY,
JANUARY 17, 2017.**

Res No. 1

December 27, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Salary Structure and Annual Increase for
Watertown Housing Authority Employees

In conformity with the requirements of the New York State Housing Law and the United States Housing Act, the City Council of the City of Watertown is being asked to approve salary increases for the employees of the Watertown Housing Authority (WHA). By correspondence dated December 16, 2016, the City was notified that the Watertown Housing Authority Board adopted a resolution establishing the cost of living increase for all employees at one percent (1%) for calendar year 2017. The position of Confidential Assistant to the Executive Director replaces the position of Executive Assistant and has been approved by the Civil Service Commission.

A resolution approving the recommended one percent (1%) cost of living increase for all employees of the Watertown Housing Authority is attached for City Council consideration. A copy of the 2017 salary schedules for the WHA is attached for your review. Mr. Robare will be present at Monday's City Council meeting should the Council have any further questions regarding the WHA's recommendations.

RESOLUTION

Page 1 of 1

Approving Salary Structure and Annual
Pay Increase for Watertown Housing
Authority Employees

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

Total

YEA	NAY

Introduced by

WHEREAS in conformity with the requirements of the New York State Public Housing Law § Section 32, Sub Division 1, compensation for Watertown Housing Authority employees can be fixed only upon the approval of the local legislative body, which is the City Council of the City of Watertown, and

WHEREAS the Watertown Housing Authority has reported that based on a comparability review of salaries for their employees with prevailing local government salaries, it is the desire of the Watertown Housing Authority Board to authorize a one percent (1%) cost of living increase for all employees effective January 1, 2017, and

WHEREAS the position of Confidential Assistant to the Executive Director replaces the position of Executive Assistant and has been approved by the Civil Service Commission, and

WHEREAS by resolution adopted on December 15, 2016, the Watertown Housing Authority Board approved a one percent (1%) cost of living increase for all employees, effective January 1, 2017, by modification to its existing salary structure,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the 2017 salary structure for all employees of the Watertown Housing Authority which contains a one percent (1%) cost of living increase, effective January 1, 2017, salary structures are attached and made part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to forward a certified copy of the resolution to the Watertown Housing Authority.

Seconded by

Step System (Administration) that will become effective January 1, 2017
Watertown Housing Authority

Each year the steps will be adjusted accordingly with the cost of living adjustment (COLA) approved by the WHA Board, then by the City Council.

2017 COLA = 1.00%

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<u>MANAGEMENT EMPLOYEES</u>								
<u>Confidential Assist to Exec. Director</u>								
Confidential Assist. To Exec. Dir. (Salary)	\$48,472	\$50,168	\$51,924	\$53,742	\$55,623	\$57,569	\$59,584	\$61,670
Confidential Assist to Exec. Dir (Hourly)	\$26.63	\$27.57	\$28.53	\$29.53	\$30.56	\$31.63	\$32.74	\$33.88
<u>Modernization Manager</u>								
Mod Manager (Salary)	\$51,338	\$53,135	\$54,995	\$56,920	\$58,912	\$60,974	\$63,108	\$65,317
Mod. Manager (Hourly)	\$28.21	\$29.20	\$30.22	\$31.27	\$32.37	\$33.50	\$34.67	\$35.89
<u>Maintenance Supervisor</u>								
Maint. Supervisor (Salary)	\$50,369	\$52,132	\$53,957	\$55,845	\$57,800	\$59,823	\$61,916	\$64,084
Maint. Supervisor (Hourly)	\$27.68	\$28.64	\$29.65	\$30.68	\$31.76	\$32.87	\$34.02	\$35.21
<u>Occupancy Supervisor</u>								
Occ. Supervisor (Salary)	\$49,381	\$51,109	\$52,898	\$54,750	\$56,666	\$58,649	\$60,704	\$62,828
Occ. Supervisor (Hourly)	\$27.13	\$28.08	\$29.06	\$30.08	\$31.14	\$32.22	\$33.35	\$34.52
<u>Accounting Supervisor</u>								
Accounting Supervisor (Salary)	\$54,270	\$56,169	\$58,135	\$60,170	\$62,276	\$64,455	\$66,710	\$69,045
Accounting Supervisor (Hourly)	\$29.82	\$30.86	\$31.94	\$33.06	\$34.22	\$35.42	\$36.65	\$37.94
<u>NON - MANAGEMENT EMPLOYEES</u>								
<u>Public Housing Specialist</u>								
Public Housing Specialist (Salary)	\$25,771	\$26,673	\$27,607	\$28,573	\$29,573	\$30,608	\$31,679	\$32,788
Public Housing Specialist (Hourly)	\$14.16	\$14.66	\$15.17	\$15.70	\$16.25	\$16.82	\$17.41	\$18.02
<u>Senior Public Housing Specialist</u>								
Sr. Public Housing Specialist (Salary)	\$28,508	\$29,506	\$30,539	\$31,607	\$32,714	\$33,859	\$35,044	\$36,270
Sr Public Housing Specialist (Hourly)	\$15.66	\$16.21	\$16.78	\$17.37	\$17.97	\$18.60	\$19.25	\$19.93
<u>Account Clerk</u>								
Acct. Clerk (Salary)	\$29,298	\$30,324	\$31,385	\$32,484	\$33,621	\$34,797	\$36,015	\$37,276
Acct. Clerk (Hourly)	\$16.10	\$16.66	\$17.24	\$17.85	\$18.47	\$19.12	\$19.79	\$20.48
<u>Senior Account Clerk</u>								
Senior Account Clerk (Salary)	\$33,953	\$35,142	\$36,372	\$37,645	\$38,962	\$40,326	\$41,737	\$43,198
Senior Account Clerk (Hourly)	\$18.66	\$19.31	\$19.98	\$20.68	\$21.41	\$22.16	\$22.93	\$23.74
<u>Tenant Relations Coord.</u>								
Ten. Rel. Coord. (Salary)	\$31,103	\$32,191	\$33,319	\$34,485	\$35,692	\$36,942	\$38,234	\$39,573
Ten. Rel. Coord. (Hourly)	\$17.09	\$17.69	\$18.31	\$18.95	\$19.61	\$20.30	\$21.01	\$21.74
<u>Administrative Assistant</u>								
Administrative Assistant (Salary)	\$31,736	\$32,847	\$33,996	\$35,186	\$36,418	\$37,692	\$39,012	\$40,377
Administrative Assistant (Hourly)	\$17.44	\$18.05	\$18.68	\$19.33	\$20.01	\$20.71	\$21.44	\$22.19
<u>Information Tech. Specialist</u>								
Info. Tech. Specialist (Salary)	\$39,253	\$40,627	\$42,049	\$43,520	\$45,045	\$46,621	\$48,253	\$49,942
Info. Tech. Specialist (Hourly)	\$21.57	\$22.32	\$23.10	\$23.91	\$24.75	\$25.62	\$26.51	\$27.44
<u>Stock Attendant</u>								
Stock Attendant (Salary)	\$30,919	\$32,001	\$33,121	\$34,280	\$35,480	\$36,725	\$38,010	\$39,340
Stock Attendant (Hourly)	\$14.86	\$15.38	\$15.92	\$16.48	\$17.06	\$17.66	\$18.27	\$18.91

Step System (Maintenance) that will become effective January 1, 2017
Watertown Housing Authority

2017 COLA = 1.00%

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Maintenance Workers										
Maintenance Workers (Salary)	\$26,419	\$27,344	\$28,301	\$29,292	\$30,317	\$31,378	\$32,476	\$33,613	\$34,789	\$36,007
Maintenance Workers (Hourly)	\$12.70	\$13.15	\$13.61	\$14.08	\$14.58	\$15.09	\$15.61	\$16.16	\$16.73	\$17.31
Facility Maintenance Workers										
Facility Maintenance Worker (Salary)	\$29,039	\$30,054	\$31,106	\$32,194	\$33,321	\$34,488	\$35,695	\$36,944	\$38,237	\$39,574
Facility Maintenance Worker (Hourly)	\$13.96	\$14.45	\$14.95	\$15.48	\$16.02	\$16.58	\$17.16	\$17.76	\$18.38	\$19.03
Maintenance Mechanic										
Maintenance Mechanic (Salary)	\$32,195	\$33,322	\$34,488	\$35,695	\$36,944	\$38,237	\$39,576	\$40,961	\$42,395	\$43,878
Maintenance Mechanic (Hourly)	\$15.48	\$16.02	\$16.58	\$17.16	\$17.76	\$18.38	\$19.03	\$19.69	\$20.38	\$21.10
Crew Chief										
Crew Chief (Salary)	\$37,126	\$38,425	\$39,770	\$41,162	\$42,603	\$44,094	\$45,637	\$47,234	\$48,888	\$50,599
Crew Chief (Hourly)	\$17.85	\$18.47	\$19.12	\$19.79	\$20.48	\$21.20	\$21.94	\$22.71	\$23.50	\$24.33

Watertown Housing



AUTHORITY



December 16, 2016

East Hills

Maywood
Terrace

Skyline
Apartments

Hilltop
Towers

Midtown
Towers

LeRay St.
Apartments

Meadowbrook
Apartments

Ms. Sharon Addison
City Manager
Watertown Municipal Building
245 Washington Street
Watertown, New York 13601

Re: Annual Salary Comparability Approval by City Council

Dear Ms. Addison:

In conformity with the requirements of the New York State Public Housing Law Section 32, Sub Division 1, compensation for the Watertown Housing Authority (WHA) employees can be fixed only upon approval of the local legislative body, which is the City Council of the City of Watertown. Recently at its regular meeting that was held at Midtown Towers, 142 Mechanic Street, Watertown, New York on Thursday, December 15, 2016, the WHA Board of Commissioners approved a 1% cost of living adjustment effective January 1, 2017. In addition, you will see the new title of Confidential Assistant to the Executive Director. This position replaced the previous position of Executive Assistant and has been formally approved by the Civil Service Commission.

The WHA Board is requesting a resolution by the City Council of Watertown approving the 1% cost of living adjustment for all positions. These changes will be effective January 1, 2017. A copy of the WHA's Board resolution and salary structure are enclosed for your review.

If you have any questions, you can contact me at the address or number below.

Sincerely,

Michael Robare
Executive Director



Providing Decent, Safe and Affordable Housing

142 Mechanic St. • Watertown, NY 13601 • 315-782-1251
FAX: 315-782-9394 • www.WHANY.org

WATERTOWN HOUSING AUTHORITY
Administrative Office
142 Mechanic Street
Watertown, NY 13601

Resolution #2016-26

The following Resolution was moved by Shellie Larkin, seconded by Gerard J. Pacifici and unanimously carried:

BE IT RESOLVED that the Board of Commissioners of the Watertown Housing Authority hereby approve the following salary structure changes for the WHA that will become effective January 1, 2017:

- A 1% Cost of Living increase for all positions

I hereby certify that the foregoing is a true copy and the whole of said Resolution adopted by the Watertown Housing Authority on December 15, 2016, and that said meeting was regularly called and duly constituted.

Witness my hand and seal of the Watertown Housing Authority this 15th day of December, 2016.

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Michael Robare, Executive Director

Res No. 2

December 27, 2016

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: City Employee Vision and Dental Insurance Plan

On November 7, 2016 City Council approved continuing the Vision and Dental Plan for City Employees, at no cost to the City, through the Guardian Network and administered by Relph Benefit Advisors for 2017.

Relph Benefit Advisors will provide benefit relief services and assist with our Employer obligations under the Employee Retirement Income Security Act by offering COBRA benefits to City employees. As detailed in the attached report of Benefits Administrator Christine Parks, this service is provided at no cost to the City.

Attached for Council consideration is a resolution approving the Agreement for Services with Relph Benefit Advisors.

RESOLUTION

Page 1 of 1

Approving Agreement for Services for Vision and Dental City Employee Plan, Relph Benefit Advisors

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

Total

YEA	NAY

Introduced by

WHEREAS on November 7, 2016, City Council approved renewing the vision and dental coverage for City employees with Relph Benefit Advisors for another year effective January 1, 2017, and

WHEREAS in order to comply with the Employee Retirement Income Security Act, Relph Benefit Advisors will administer the COBRA plan on our behalf,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Services with Relph Benefit Advisors, attached hereto and made part of this resolution, and

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

Seconded by

Agreement for Services

Agreement made and entered into as of this 9th day of November 2016, between City of Watertown hereinafter referred to as "Employer," and Relph Benefit Advisors, including its affiliate Flexible Benefits System, Inc., hereinafter collectively referred to as "RBA".

Whereas, Employer is the Plan Sponsor for purposes of the Employee Retirement Income Security Act responsible for the administration of its employee benefit program; and

Whereas, Employer wants to retain RBA to provide administrative benefit relief services and to assist with Employer obligations; and

Now, therefore, in consideration of the promises and of the mutual covenants and agreements contained herein, the Employer and RBA agree as follows:

1. RBA agrees to offer administrative services relief to Employer, which may include administration of all applicable benefit plans, COBRA, FSA or HRA claims administration as specified in Exhibit "A". RBA shall not be responsible for the consequences of any action taken or omitted by the Employer as Plan Sponsor or Plan Administrator in connection with the administration of the Plan.
2. As designated on Exhibit "A", RBA agrees to perform all services in accordance with Internal Revenue Code §125, §105(h) and all other applicable sections.
3. Employer designates and appoints RBA to perform the functions and duties necessary to prepare, implement and operate within the direction and scope and on behalf of Employer.
4. Employer agrees to provide employee/plan information to RBA in a format compatible and acceptable to RBA. Employer agrees that RBA will rely on the information provided by Employer in the performance of their duties under this Agreement.
5. RBA shall have the right to retain outside services, when deemed appropriate and economically feasible.
6. Employer shall remain responsible for the Initial General COBRA Notice which is the first of three (3) required COBRA notices. The initial notice must be provided to covered individuals "within 90 days after coverage begins" (*an exception to the 90-day rule is when a qualifying event occurs before the initial notice is provided, and then an initial notice must be provided along with the election notice and election form) and is intended to provide a summary of their rights, options, and notification responsibilities under COBRA. This is not the COBRA Election Notice. The Initial General COBRA Notice contains the following information: (1) Summary of continuation benefits/description of COBRA terms; (2) Listing of qualifying events; and (3) Outline of employee/dependent notification responsibilities.

Employer is required to provide an initial notice to the covered employee, spouse, domestic partner, and covered dependent children (if any), of their rights under COBRA. (Notice should be customized depending on whether the employee is single, married, in a domestic partnership, or have dependent children. You may also customize the notice to identify more than one benefit to which there is an enrollment in coverage - e.g., medical, dental, and vision).

Important Note: The importance of the initial notice cannot be understated. If covered individuals lose group coverage in the future and later claim that they were not aware of their COBRA rights and notification responsibilities, then the Employer will be able to prove that covered individuals were sent an initial notice.

Employer will utilize RBA as their agents or broker of record for all insured benefit plans now in place or introduced in the future while this contract is in place, including but not limited to:

- Medical, Dental, Vision
- Life, AD&D, Disability
- Accidental Death & Dismemberment
- Voluntary Benefit Plans
- Employee Assistance Program (EAP) (if applicable)

7. Employer agrees to keep all RBA documents confidential and to treat them as proprietary and agrees to restrict the use and agrees not to disclose details of the plan design(s) and/or supplemental documents to other parties unless Employer has

received written permission from RBA or except where authorized or required by law. This section shall survive the termination of this Agreement.

8. Employer agrees to pay RBA an administrative fee for service based on the most current attached Exhibit "A", which may be updated annually or by mutual agreement of the parties. Employer shall be billed and payment due 30 days from date billed.

General Terms:

9. **Term.** The term of this Agreement shall be for one (1) year for the following period: January 1, 2017 through December 31, 2017 ; and shall automatically renew for successive one (1) year terms thereafter unless terminated in accordance with Section 10 of this Agreement.
10. **Termination.** This Agreement may be terminated upon any of the following:
 - a. Expiration of this Agreement
 - b. Written notice to Employer or RBA should either party materially fail to comply with the terms of this Agreement
 - c. Failure of Employer to pay service fee to RBA as agreed
 - d. Regardless of termination date all broker of record designations will remain in force until the end of the plan year following the termination date
11. **Independent Advice.** Employer understands that RBA is not giving Employer any legal, tax or financial advice concerning any of the matters relating to this Agreement. Employer acknowledges that it has had the opportunity to consult with its independent legal, tax and financial advisors and is not relying on RBA for any such advice and is not expecting RBA to provide any such advice to an account holder.
12. **Governing Law/Venue.** This Agreement shall be governed in all respects by the laws of the State of New York. Venue shall be in Monroe County, New York.
13. **Notice.** Employer authorizes RBA to accept directions and/or data transmitted to RBA through facsimile, electronic/data transmissions, U.S. Mail or other means (FedEx, UPS, etc.) by authorized representatives, including duly appointed third parties, of Employer. Employer acknowledges its responsibility for the accuracy and completeness of any communication and is solely responsible for any adverse consequences that may result from errors or inaccuracies caused by the quality of such transmissions. RBA may fully rely on any communication with no obligation to review it or verify its accuracy.
14. **Independent Relationship.** It is expressly acknowledged by the parties hereto that this Agreement is not intended to create nor shall it be deemed or construed to create any relationship between Employer and RBA other than that of independent entities contracting with each other solely for the purpose of effecting the provisions herein. Neither party, nor any of their respective officers, directors, or employees shall be construed to be the agent, employee, or representative of the other, except as specifically provided herein.
15. **Confidentiality.** For the purposes of this Agreement, the term "Confidential Information" means non-public information about the disclosing Party's business or activities that is proprietary and confidential, which shall include, without limitation, all business, financial, technical and other information of a Party marked or designated "confidential" or by its nature or the circumstances surrounding its disclosure should reasonably be regarded as confidential. Confidential Information includes written or other tangible information but will not include information that (a) is in or enters the public domain without breach of this Agreement; (b) the receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (c) the receiving Party can establish that it developed independently. The terms and conditions of this Agreement will be deemed to be the Confidential Information of each Party and will not be disclosed without the prior written consent of the other Party. All Personally Identifiable Information collected through the RBA process will be deemed to be the Confidential Information of Employer. Each Party agrees (a) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other except as expressly permitted in this Agreement; and (b) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control, which in no event will be less than the measures it uses to maintain the confidentiality of its own information of similar importance.
16. **Indemnity.** RBA agrees to and shall indemnify, defend and hold Employer, its subsidiaries and affiliates, and their respective directors, officers, agents and employees harmless from and against any and all claims, costs, damages, demands, lawsuits, liabilities and expenses (including reasonable attorney's fees, including the allocable expense of in-house counsel and interest), and for any and all injuries or damages to persons (including death) or to property, arising out of, resulting from, or in any way connected with the acts or omissions of RBA, its agents or employees, under this Agreement.

Employer agrees to and shall indemnify, defend and hold RBA, its subsidiaries and affiliates, and their respective directors, officers, agents and employees harmless from and against any and all claims, costs, damages, demands, lawsuits, liabilities and expenses (including reasonable attorney's fees, including the allocable expense of in-house counsel and interest), and for any and all injuries or damages to persons (including death) or to property, arising out of, resulting from, or in any way connected

with the acts or omissions of Employer, including failure to follow the advice of RBA, its agents or employees, under this Agreement.

17. **Limitation of Liability.** To the extent permitted by applicable law neither party will be liable to the other party or any third party for any special, indirect, consequential or punitive damages or costs arising out of or related to this Agreement, including, without limitation, lost profits or loss or damage to data arising out of the use, partial use or inability to use the results of the services contemplated under this Agreement, whether in an action in contract, tort, strict liability or negligence, even if advised of the possibility of such damages. In all cases, RBA's liability to Employer for any cause whatsoever, and regardless of the form of action resulting from, or in any way connected with, the performance or breach of this Agreement shall in no event exceed the amount actually paid to RBA under this Agreement for the services contemplated hereunder during the twelve (12) month period preceding the alleged breach.
18. **Fraud, Waste and Abuse Prevention.** Services that are provided to Employer are subject to both federal and state laws and contract requirements designed to prevent fraud, waste and abuse. RBA has a comprehensive compliance program to address the prevention and detection of fraud, waste and abuse. RBA reserves the right to independently pursue all suspected cases of fraud, waste and abuse either in conjunction with Employer and/or appropriate government authorities.
19. **Entire Agreement.** This Agreement and its attached Exhibits contain all the terms and conditions agreed upon by the parties regarding the subject matter of the Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in the Agreement are of no force or effect.
20. **Amendment.** Except for Exhibit "A" updates, this Agreement may not be amended or modified except by written agreement signed by both parties.
21. **Addenda.** Each Exhibit/Addendum to this Agreement is made part of this Agreement as though set forth fully herein. Unless otherwise specifically set forth in an Addendum, any provision of this Agreement that is in conflict with any provision set forth in an Addendum will take precedence and supersede the conflicting provision of the Addendum with respect to the subject matter covered by that provision of this Agreement.
22. **Cost of Enforcement.** In the event of any default on the part of either party to this Agreement and the necessity to initiate court action for the enforcement of any right hereunder, then in such event, the prevailing party in such action shall be entitled to recover all reasonable costs and expenses of such action, including reasonable attorney's fees and allocable costs of in-house counsel, court cost and fees at all levels of mediation, arbitration, trial and appellate levels.
23. **Force Majeure.** Neither RBA nor Employer will be liable for any delay in, or failure of, its performance of any of its obligations under this Agreement if such delay or failure is caused by events beyond the reasonable control of the affected party, including but not limited to strikes (other than strikes within such party's own labor force), riots, war, fire, acts of God, disruption or failure of electronic or mechanical equipment or communication lines, telephone or other interconnections, unauthorized access, theft, or acts in compliance with any law or government regulation.

This Agreement shall be binding upon either parties, its successors, or assignees.

City of Watertown

245 Washington St., Suite 203

Watertown, NY 13601

Authorized Representative or Officer

Relph Benefit Advisors

400 Willow Brook Office Park, Suite 400

Fairport NY 14450

Authorized Representative or Officer

 Authorized Signature Date

Sharon Addison

 Print Name

City Manager

 Title of Authorized Representative or Officer

saddison@watertown-ny.gov
 315-785-7730

 Phone & E-mail

 Authorized Signature Date

Lisa C. Allen

 Print Name

Vice President, Regulatory Affairs

 Title of Authorized Representative or Officer

800-836-0026 x230
 lallen@relphbenefitadvisors.com

 Phone & E-mail

Exhibit "A"

Group Name: City of Watertown

Effective Date: January 1, 2017

Selected Services	
<input checked="" type="checkbox"/>	COBRA Administration <ul style="list-style-type: none"> • Initial notices (Not included in Stand Alone services) • Beneficiary Notification • Eligibility Tracking • Monthly Billing

Service	Ongoing Fee	Annual Set-up Fee
COBRA Administration	2% of collected premium	0



1869

CITY OF WATERTOWN, NEW YORK

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

SHARON ADDISON
City Manager

Date: December 20, 2016

To: Sharon Addison, City Manager

From: Christine Parks, Benefits Administrator

Re: Dental / Vision COBRA administration

Relph Benefit Advisors, is our current Dental / Vision COBRA administrator. They have agreed to continue administering our dental / vision plan for 2017 at no cost to the City. It is my recommendation that we renew our service agreement with Relph Benefits for the 12 month period for 2017 for the following reasons:

COBRA services will continue to be at no cost to the City
Prompt and efficient service to the City and those employees who have left employment
Compliance with all regulations

Attached is a copy of the service agreement for your review. The 2017 agreement was compared to the last agreement signed and saw no differences between the two.

Please let me know if you have any questions.

Thank you,

Christine Parks

Res No. 3

December 23, 2016

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Authorizing the Sale of Surplus Fire Department Pumper Truck

With the delivery of the new Pumper Truck, the Fire Department has determined that the 1986 E-One Pumper Truck is either no longer useful or beyond repair and therefore no longer of value to the City.

As stated in the attached reports of City Purchasing Manager Amy M. Pastuf and Fire Chief Dale C. Herman, the truck could be sold through Auctions International's online website.

A resolution is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Authorizing the Sale of Fire Department
1986 E-One Pumper Truck

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

YEA	NAY

Introduced by

WHEREAS the City of Watertown has a surplus 1986 E-One Pumper Truck, the description of which is attached and made a part of this resolution, and

WHEREAS this truck may have some value best determined by on-line auction,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the sale, by on-line auction, of the surplus Fire Department E-One Pumper Truck, and

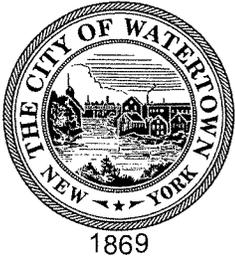
BE IT FURTHER RESOLVED that final acceptance of such bids shall constitute acceptance of the same by the City Council.

Seconded by

SURPLUS VEHICLES/EQUIPMENT

The following vehicles/items are surplus to the City's needs. These pieces are located at the City Fire Department. .

DESCRIPTION	VIN
1986 E-One Pumper	1F9ABAA8G1037618



CITY OF WATERTOWN, NEW YORK

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

Amy M. Pastuf
Purchasing Manager

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Surplus Sale of Fire Department Pumper Truck
DATE: 12/22/2016

The Purchasing Department is requesting City Council's permission to auction a surplus City Fire Department 1986 E-One pumper truck through the Auctions International on-line website. The Department has determined that the vehicle is either no longer useful or beyond repair and therefore no longer of value to the City. The City Fire Department recently took delivery of a new pumper truck and this vehicle will now be moved into retirement. This request is for the City Council to authorize the Purchasing Department to accept the highest offer at time of sale provided the offer meets or exceeds the estimated scrap value.

Thank you for your consideration in this matter.

Copy: Jim Mills, City Comptroller
Chief Dale Herman, City Fire Department

Enclosures



CITY OF WATERTOWN, NEW YORK

FIRE DEPARTMENT
224 South Massey Street
Watertown, New York 13601

(315) 785-7800

Fax: (315) 785-7821

Dale C. Herman, Fire Chief
dherman@watertown-ny.gov



To: Amy Pastuf, Purchasing Manager
From: D. Herman, Fire Chief *DCH*
Date: December 21, 2016
Subject: Surplus Equipment

With the new acquisition of a pumper truck from Spartan, our 1986 E-One pumper is can now be considered surplus. I will coordinate with P. Monaco to the complete the vehicle condition report and forward it to you when it is done.

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

Res No. 4

December 23, 2016

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Approving Purchasing Policy Revisions

As stated in Purchasing Manager Amy M. Pastuf's attached report, it was discovered during our recent audit that our Purchasing Policy needs to be updated in order to comply with Federal and State requirements. The attached policy now includes all Federal Government Agencies.

A resolution for Council consideration is attached which adopts the revised Purchasing Policy ensuring that we are in compliance.

RESOLUTION

Page 1 of 1

Approving Purchasing Policy Revisions

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

YEA	NAY

Total

Introduced by

WHEREAS on July 20, 2015, the City Council approved the latest revision to the City’s Purchasing Policy, and

WHEREAS the City’s Procurement Policy has been established and adopted by the City Council, and

WHEREAS our Purchasing Policy has been updated in order to comply with Federal and State requirements to include all Federal Government Agencies,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Purchasing Policy for the City of Watertown, a copy of which is attached and made part of this resolution.

Seconded by

CITY OF WATERTOWN, NEW YORK

PROCUREMENT POLICY

Purpose

To ensure the prudent and economical use of the public's money for the purchase of goods and services of maximum quality at the most economical cost, and to guard against favoritism, improvidence, extravagance, fraud, and corruption, the City of Watertown, N.Y. is adopting internal policies and procedures governing all procurements which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103, or of any other general, special or local law.

Purchasing Ethics

To maintain a high standard of conduct and to protect the reputation of the local government, the following rules of conduct with apply:

1. To consider first the interests of the local government and the betterment of its government.
2. To obtain the greatest value for every dollar spent.
3. To be receptive to advice and suggestions from department heads, insofar as such advice and suggestions are not in conflict with legal or moral restrictions in purchasing procedures.
4. To strive for knowledge of equipment and supplies in order to recommend items that may reduce cost and/or increase efficiency.
5. To insist on and expect honesty in sales representation whether offered verbally or in writing, through the advertising or in a sample of a product submitted.
6. To give all responsible bidders equal consideration and the assurance of unbiased judgment in determining whether their product meets specifications.
7. To discourage the offer of, and to decline, gifts which might influence the purchase of municipal equipment and supplies.
8. To accord a prompt and courteous reception, insofar as conditions permit, to all who call on legitimate business missions.
9. To counsel and assist other purchasing agents in the performance of their duties wherever occasion permits.
10. To cooperate with governmental and trade associations in the promotion and development of sound business methods in the purchasing of equipment and supplies.
11. To seek or dispense no personal favors.

Competitive Bidding

1.) Every purchase to be made must be initially reviewed by each department to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can be reasonable expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. It is unlawful to artificially split or divide a contract or enter into a series of transactions, to avoid a competitive bidding threshold. The source of funds to be spent does not alter the requirements of competitive bidding i.e. Public Grants. No purchase can be made without the appropriate funding to support the purchase in place.

The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law: purchase contracts under \$20,000. and public works contracts under \$35,000.; emergency purchases; goods purchased from agencies for the blind or severely handicapped; goods purchased from correctional institutions, purchases under State and County contracts; surplus and second-hand purchases from another governmental entity, and Sole Source purchases. Sole Source purchases are done when a product or service is available from one source only, the product/service is uniquely required in public interest, or if there is no substantial equivalent.

The decision that a purchase is not subject to competitive bidding will be documented in writing by the department making the purchase. This documentation may include written or verbal quotes from vendors, price lists, catalogs, a memo from the requisitioner indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the department detailing the circumstances which led to an emergency purchase, or any other written documentation that is appropriate.

2.) All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances: purchase contracts over \$20,000 and public works contracts over \$35,000; goods purchased from agencies for the blind or severely handicapped pursuant to Section 175-b of the State Finance Law, goods purchased from correctional institutions pursuant to Section 186 of the Correction Law; purchases under State contracts pursuant to Section 104 of the General Municipal law; purchases under county Contracts pursuant to Section 103(3) of the General Municipal Law; or purchases pursuant to subdivision 6 of this policy.

3.) All procurement and rental/lease of equipment, materials, supplies and nonpersonal services shall be requisitioned through the Purchasing Department, regardless of dollar amount, with the signed approval of the requisitioning department's supervisor prior to ordering. Use of departmental generated requisition numbers, in lieu of a City Purchasing Department purchase order number is prohibited.

4.) The Purchasing Manager shall have the authority to accept, reject, or modify any request for purchase except for those items authorized by the City Council. The Purchasing Manager shall confirm all changes with the requisitioning department prior to taking any action. The requisitioning department has the right to appeal the Purchasing Manager's action to the City Manager for final ruling.

5.) Purchasing Manager Amy M. Pastuf shall be responsible for all procurement activities on behalf of the City of Watertown, N.Y. that are in accordance with the rules and guidelines as set forth in this policy.

The following method of purchase will be used when required by this policy in order to achieve the highest savings:

<u>Estimated Amount of Purchase</u>	<u>Method Required</u>
\$ 1 - \$ 500	No quotations
\$ 501 - \$ 2,000	2 verbal quotations
\$ 2001 - \$ 5,000	2 written quotations
\$ 5,001 - \$10,000	3 written quotations
\$10,001 – \$20,000	3 written quotations
\$20,001 – over	Sealed bid required

<u>Estimated Amount of Public Works Contract</u>	<u>Method Required</u>
\$ 1 - \$ 2,500	No quotation
\$2,501 - \$10,000	2 written/quotations
\$10,001 - \$25,000	3 written/quotations
\$25,001 - \$35,000	4 or more written/quotations
\$35,001 – over	sealed bid required

<u>Estimated Amount of Rental/Lease Equipment</u>	<u>Method Required</u>
\$1 - \$1,000	No quotation
\$1,001 and above	2 written quotations

A good faith effort shall be made to obtain the required number of proposals or quotations. If the department is unable to obtain the required number of proposals or quotations, the department will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement. All documentation shall be maintained by the requisitioning department for review by the Purchasing Department.

6.) Documentation is required of each action taken in connection with each purchase.

7.) Documentation and written explanation is required whenever a contract is awarded to other than the lowest responsible bidder. This documentation will include an explanation of how the award will achieve savings or how the bidder was not responsible. A determination that the bidder is not responsible shall be made by the purchasing department and may not be challenged under any circumstances.

8.) Pursuant to General Municipal Law Section 104-b(2)(f), the procurement policy may contain circumstances when, or types of procurements which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotation will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the City of Watertown, to solicit quotations or document the basis for not accepting the lowest bid:

- a. Professional services or services requiring special or technical skill, training or expertise. The individual or company must be taken based on accountability, reliability, responsibility, skill, education and training, judgment, integrity, and moral worth. The qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

In determining whether a service fits into this category the City shall take into consideration the following guideline: (a) whether the services are subject to State licensing or testing requirements; (b) whether formal education or training is a necessary prerequisite to the performance of the services; and (c) whether the services require a personal relationship between the individual and municipal officials Professional or technical services shall include but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/ or services of an insurance broker; services of a certified public accountant; investment management services; services of an actuary; printing services involving extensive writing, editing or art work; management of a municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.

- b. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This section does not preclude alternate proposals if time permits.
- c. Purchases of surplus and second-hand goods from any source. If alternate proposals are required, the City is precluded from purchasing surplus and second-hand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods and a lower price may indicate an older product.
- d. Goods and services under \$500. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interest of the taxpayer. In addition, it is not likely that such minimal contracts would be bases on favoritism.

9.) Positive efforts shall be made by the City to use small, minority owned and women-owned businesses as sources for supplies and services. Such efforts should include developing a bidder's mailing list for these sources, and encouraging these businesses to compete for contracts to be awarded.

10.) Unintentional failure to fully comply with the provisions of Section 104-b or the governing boards policies and procedures shall not be grounds to void action taken or give rise to a cause of action against the political subdivision or district or any officer or employee thereof.

10.) This policy shall go into effect upon approval by the City Council and will be reviewed annually by Staff to determine if updates or changes should be made.

11.)

Return of Goods

Whenever the City receives a parcel that is either a duplicate shipment or an item that is to be returned for credit, the City (the department holding the goods) should request from the vendor a "Return Goods Authorization Number" or a letter of authorization to return the goods. This provides the City with the appropriate documentation to obtain the proper credit as well as to inform the vendor of the nature of its return. If no authorization is required then a letter should accompany the shipment advising the vendor as to why it is being returned with the following information: City Purchase Order #, vendor invoice number, and or name of contact at vendor's facility authorizing the return.

Purchase Requisition

A purchase requisition is a request to the purchasing department for the purchase of goods or services. These requests are submitted in written/electronic format. *All requisitions shall be authorized by the department head prior to submission to the purchasing department* in order to maintain internal control. In the absence of the Department head, a listing of authorized to approve requisitions on their behalf shall be submitted to the Purchasing Department annually.

Each requisition shall include a brief description of the product or service being ordered, and the appropriate product or part number.

The Purchase Order

A purchase order is an official document that binds the City to procure goods or services as specified on the document. Purchase orders must provide sufficient description of the product being ordered or service to be performed. It should detail order quantity, item description, part number (if available), unit cost, and departmental charge code to ensure billing to the correct department's general ledger.

Blanket Purchase Orders – This is a single purchase order that is issued to cover a specified period of time for repetitive purchases of the same goods or redundant services to be utilized. If a blanket purchase order is to be issued, indicate such on the requisition by typing "BLANKET ORDER".

Requests for Proposal (RFP)

A Request for Proposal (RFP) is a competitive procurement with an award based on price and other criteria which may include negotiation. An RFP is not an alternative to competitive bidding, except when expressly authorized by the State Legislature. An RFP may be used if procurement is within exception to competitive bidding and permitted under the City's procurement policies. They are most commonly used for professional service, true leases and licenses/concessions. Procedures include:

1. Establishment of evaluation criteria (i.e. price; experience; creditworthiness; approach to performance; staff availability; ability to perform; and time estimates).
2. Comprehensive, fair solicitation process.

3. Fair and equitable negotiation process.
4. Fair review/evaluation or rating process.

Credit Card Use

The use of the City's credit card shall be limited to travel expenses, tuitions, educational expenses, professional memberships, subscriptions and limited purchases. Use of the credit card for all other expenses is prohibited, except with the expressed written approval of the City Manager.

Protest Procedure

A protest concerning the specifications or the bid procedure must be made in writing. This written protest must be received by the Purchasing Manager, City of Watertown, 245 Washington Street, Room 205, Watertown, New York 13601, no later than 72 hours prior to bid opening. If a protest is received that cannot be resolved by the designated time for bid opening, the City of Watertown Purchasing Department will delay the bid opening until the protest is resolved. The City's decision in connection with the protest will be issued in writing no more than 30 days from the date that the written protest was received.

If protest is made in connection with issues other than specifications or bid procedure, or in connection with an issue concerning bid procedure which only becomes evident after the bid opening, the protest must be in writing and received by the City of Watertown Purchasing Department no later than 10 working days after notification to all bidders of the contract award. The City will issue its written decision no more than 30 working days from the date the written protest was received.

Any protest to the effect that the City of Watertown Purchasing Department has not followed these protest procedures must be made in writing no later than 10 working days after the alleged infraction. The City will issue its written decision within 30 working days of its receipt of such a protest.

Any questions concerning these protest procedures shall be directed to the City's Purchasing Manager.

Federal Addenda/Federally Funded Procurement Supplemental Guidelines

In addition to the City's Purchasing Policies and Procedures, the following guidelines shall apply to all procurements utilizing funds from the Federal Government including the Federal Transit Administration in conformance with applicable Federal law including Title 49 CFR Part 18, Section 18.36 and Circular 4220.1F.

A. Written Record of Procurement History

1. The Purchasing Department shall maintain records detailing the history of each FTA associated procurement.
2. These records are placed in a procurement master file and include:
 - a. Purchase request with:

- i. Independent Cost Estimate
 - ii. Project Justification
 - iii. Descriptions of work/scopes of services
 - iv. Acquisition planning information
 - v. Other pre-solicitation documents
 - vi. Purchase Requisition indicating availability of funding
- b. The rationale for the method of procurement:
- i. Full and open competition under IFB (one or two step)
 - ii. RFP
 - iii. Small or micro purchases
 - iv. Sole negotiations
- c. List of sources solicited
- d. Copies of published noticed of proposed contract action
- e. Copies of the solicitation, all addenda and all amendments
- f. Selection of contract type
- i. Firm fixed price
 - ii. Cost reimbursement
 - iii. Incentive
 - iv. Multi-year
 - v. Time and materials
 - vi. Labor Hour
 - vii. Task Order
 - viii. Basic Ordering agreement
- g. Reasons for contractor selection or rejection:
- i. An abstract of each offer or rejection
 - ii. Source Selection documentation if applicable
 - iii. Contracting Officer's determination of contractor responsiveness and responsibility
- h. The basis for the contract price
- i. Cost or price data
 - ii. Determination that price is fair and reasonable including a tabulation and evaluation of the cost and price data.
 - iii. Extent of competition
- i. Required internal approvals for award
- j. Liquidated damages:
- i. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time
 - ii. The rate must be specified in the solicitation and contract documents.
 - iii. Any liquidated damages recovered shall be credited to the project account involved unless FTA permits otherwise.
- k. Contractor's certifications and representations if applicable

- l. Notice of Award
- m. Record of any protest
- n. Piggybacking Checklist (Best Practices Procurement Manual – Appendix B.16 Piggybacking Worksheet) and all related documents, if applicable.
- o. Third party FTA Requirements Checklist and all related documents- including Buy America and Disadvantaged Business Enterprises
- p. Bond and Insurance documents
- q. Executed contract, all signed amendments and notice of award
- r. Options included in contract- An option may not be exercised unless the town has determined that the option price is better than prices available in the market or that an option is the more advantageous offer at the time the options is exercised.
- s. Post-award correspondence with contractor
- t. Notice to proceed
- u. Approvals or disapprovals of contract deliveries
- v. Requests for waivers or deviations and the associated responses
- w. Documentation of settlement of claims and disputes
- x. Documentation regarding stop work or suspension of work orders
- y. Approvals or disapprovals of waivers and deviations
- z. Contract closeout documentation

B. Debarment

The Purchasing Department shall document to the best of its knowledge and belief that none of its FTAassisted purchases involve contractors debarred, suspended, ineligible, or voluntarily excluded from participation in federally assisted transactions or procurements as indicated on the epls.gov website.

C. Geographic Preferences

The Purchasing Department shall conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

D. Procurement.

All purchases of goods and services shall be made in accordance with the requirements of FTA Circular 4220.1F and in accordance with General Municipal Law and the City's Purchasing Policy.

E. Protest Procedures

Filing of Protests: All Protests must be filed and resolved in a manner consistent with the requirements of FTACircular 4220.1F Third Party Contracting Guidelines must be clearly stated in the bid documents.

Attachments:

Best Practices Procurement Manual – Appendix B.16 Piggybacking Worksheet, Title 49 CFR Part 18, Section 18.36
 NYSDOT Checklist of Required Federal Clauses, Certifications & Other Recommended Federal & Contract Requirements
 Link to FTA Circular 4220.1F: http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html

END OF POLICY
PIGGYBACKING WORKSHEET

Definition: *Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process.* ("FTA Dear Colleague" letter, October 1, 1998).

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

WORKSHEET	YES	NO
1. Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post-Delivery audits?		
2. Does the solicitation and contract contain an express "assignability" clause that provides for the assignment of all or part of the specified deliverables?		
3. Did the Contractor submit the "certifications" required by Federal regulations? See BPPM Section 4.3.3.2.		
4. Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.		
5. Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?		
6. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?		
7. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?		
8. Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files.		
10. If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F, Chapter IV, 2 (14) (i).		
11. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.		
12. If you will require changes to the vehicles (deliverables), are they "within the scope" of the contract or are they "cardinal changes"? See BPPM Section 9.2.1.		

Note: This worksheet is based upon the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—*Joint Procurements of Rolling Stock and "Piggybacking,"* and (c) FTA Circular 4220.1F.

Title 49 CFR Part 18, Section 18.36

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus

purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only--

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 18.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product

specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed--(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Sec. 18.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or (D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms. (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract cost and price. (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial

quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 18.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review. (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

(j) 23 U.S.C. 112(a) directs the Secretary to require recipients of highway construction grants to use bidding methods that are "effective in securing competition." Detailed construction contracting procedures are contained in 23 CFR part 635, subpart A.

(k) Section 3(a)(2)(C) of the UMT Act of 1964, as amended, prohibits the use of grant or loan funds to support procurement utilizing exclusionary or discriminatory specifications.

(l) 46 U.S.C. 1241(b)(1) and 46 CFR part 381 impose cargo preference requirements on the shipment of foreign made goods.

(m) Section 165 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1601, section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR parts 660 and 661 impose Buy America provisions on the procurement of foreign products and materials.

(n) Section 105(f) of the Surface Transportation Assistance Act of 1982, section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR part 23 impose requirements for the participation of disadvantaged business enterprises.

(o) Section 308 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1068(b)(2), authorizes the use of competitive negotiation for the purchase of rolling stock as appropriate.

(p) 23 U.S.C. 112(b) provides for an exemption to competitive bidding requirements for highway construction contracts in emergency situations.

(q) 23 U.S.C. 112 requires concurrence by the Secretary before highway construction contracts can be awarded, except for projects authorized under the provisions of 23 U.S.C. 171.

(r) 23 U.S.C. 112(e) requires standardized contract clauses concerning site conditions, suspension or work, and material changes in the scope of the work for highway construction contracts.

(s) 23 U.S.C. 140(b) authorizes the preferential employment of Indians on Indian Reservation road projects and contracts.

(t) FHWA, UMTA, and Federal Aviation Administration (FAA) grantees and subgrantees shall extend the use of qualifications-based (e.g., architectural and engineering services) contract selection procedures to certain other related areas and shall award such contracts in the same manner as Federal contracts for architectural and engineering services are negotiated under Title IX of the Federal Property and Administrative Services Act of 1949, or equivalent State (or airport sponsor for FAA) qualifications-based requirements.

For FHWA and UMTA programs, this provision applies except to the extent that a State adopts or has adopted by statute a formal procedure for the procurement of such services.

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8087, Mar. 11, 1988; 60 FR 19639, 19647, Apr. 19, 1995]



CITY OF WATERTOWN, NEW YORK

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Amy M. Pastuf
Purchasing Manager

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Requested Revisions to Purchasing Policy
DATE: 12/23/2016

During our recent Audit Review, it was noted that our Purchasing Policy needs to be updated. In order to be in compliance with Federal and State requirements, the City of Watertown needs to update the Purchasing Policy to include language in regards to Federal Funding. The current policy refers to Federal Transit Administration guidelines, but it should include all Federal Government Agencies. The proposed revisions will replace the "Federal Transit Administration" with the "Federal Government." These proposed changes are on page 6 of the attached proposed policy.

Please let me know if you have any questions or comments.

Res No. 5

December 27, 2016

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Annual Designation of Bank Depositories

In accordance with City Charter section 30, City Council shall designate at its first meeting in each year the banks located in the City for the deposit of all City funds. Accordingly, a resolution has been prepared for City Council consideration which establishes the depositories for City funds for the period January 1, 2017 through December 31, 2017.

RESOLUTION

Page 1 of 1

Designating Depositories of
City Funds for 2017

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

YEA	NAY

Introduced by

WHEREAS Section 30 of the City Charter requires the City Council to designate each year at its first meeting some incorporated bank or banks or trust company located in the City of Watertown for the deposit of all moneys belonging to the City,

NOW THEREFORE BE IT RESOLVED that the following banks be and they are hereby designated as depositories of the City of Watertown, New York for the year beginning January 1, 2017 and ending December 31, 2017:

- Community Bank, N.A.
- Key Bank
- WSB Municipal Bank

And,

BE IT FURTHER RESOLVED that Community Bank, N.A., Key Bank and WSB Municipal Bank each be required to either execute a bond, deliver to the City of Watertown, New York, approved collateral or to deposit at a mutually agreed upon depository approved collateral of a value up to TWENTY-FIVE MILLION DOLLARS (\$25,000,000).

Seconded by

Res No. 6

December 28, 2016

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planner

Subject: Finding That Amending the Code of the City of Watertown, Section 310-9.2, Health Services Districts, Will Not Have a Significant Impact on the Environment

At its December 6, 2016 meeting, the City Planning Board voted 5-0 to adopt a motion recommending that the City Council amend the text of Section 310-9.2, Health Services Districts, of the Zoning Ordinance of the City of Watertown to allow "Offices" as a permitted use. The Council has scheduled a public hearing on the request for Tuesday, January 3, 2017, at 7:30 PM.

The City Council must complete Part 2, and Part 3 if necessary, of the Short Environmental Assessment Form and adopt the attached resolution before it may vote on the Zone Change Ordinance. The resolution states that the proposed text amendment will not have a significant impact on the environment.

RESOLUTION

Page 1 of 2

Finding That Amending the Code of the City of Watertown, Section 310-9.2, Health Services Districts Will Not Have a Significant Impact on the Environment

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

Total

Table with 2 columns: YEA, NAY. It contains a grid for recording votes from the council members listed to the left.

Introduced by

WHEREAS the City Council of the City of Watertown, New York, has before it an Ordinance amending the text of Section 310-9.2, Health Services Districts of the Zoning Ordinance of the City of Watertown to allow "Offices" as a permitted use, and

WHEREAS the City Council must evaluate all proposed actions submitted for its consideration in light of the State Environmental Quality Review Act (SEQRA), and the regulations promulgated pursuant thereto, and

WHEREAS the approval of the text amendment would constitute such an "Action," and

WHEREAS the City Council has determined that the proposed text amendment is an Unlisted Action as that term is defined by 6NYCRR Section 617.2, and

WHEREAS to aid the City Council in its determination as to whether the proposed text amendment will have a significant impact on the environment, Part 1 of a Short Environmental Assessment Form has been prepared, a copy of which is attached and made part of this Resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that:

- 1. Based upon its examination of the Short Environmental Assessment Form and comparing the proposed action with the criteria set forth in 6NYCRR Section 617.7, no significant impact is known and the adoption of the text amendment will not have a significant impact on the environment.
2. The Mayor of the City of Watertown is authorized to execute the Environmental Assessment Form to the effect that the City Council is issuing a Negative Declaration under SEQRA.

January 3, 2017

RESOLUTION

Page 2 of 2

Finding That Amending the Code of the City of Watertown, Section 310-9.2, Health Services Districts Will Not Have a Significant Impact on the Environment

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

Total

YEA	NAY

3. This Resolution shall take effect immediately.

Seconded by

Short Environmental Assessment Form

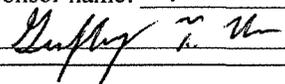
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information				
Name of Action or Project: Addition of Offices as a Permitted Use in Health Services Districts				
Project Location (describe, and attach a location map): City of Watertown, NY				
Brief Description of Proposed Action: The City Council proposes to amend Section 310-9.2 of the Zoning Ordinance to add "Offices" as a permitted use in the Health Services Zoning District. Offices are defined as Activities conducted in an office setting and generally focusing on business, government, professional, medical or financial services. This action would apply to all parcels zoned Health Services within the City of Watertown.				
Name of Applicant or Sponsor: City Council of the City of Watertown		Telephone: (315) 785-7730 E-Mail: gurda@watertown-ny.gov		
Address: 245 Washington Street, Room 303				
City/PO: Watertown		State: New York	Zip Code: 13601	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>	YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres				
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland				

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____</p>	<p>NO <input type="checkbox"/></p>	<p>YES <input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____</p>	<p>NO <input type="checkbox"/></p>	<p>YES <input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____</p>	<p>NO <input type="checkbox"/></p>	<p>YES <input type="checkbox"/></p>
<p>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor name: <u>City Council of the City of Watertown</u> Date: <u>12/14/18</u></p> <p>Signature: <u></u></p>		

SEQR Part 1 Attachment - Narrative Description of the Intent of the Proposed Action

The City Council of the City of Watertown proposes to amend Section 310-9.2 of the Zoning Ordinance to add “Offices” as a permitted use in Health Services Districts. The intent of the proposed action is to allow property owners and their tenants to establish an office use in the Health Services District without needing to seek a zone change or a variance.

Attached are an excerpt from the City Council minutes from the November 21, 2016 meeting and the Staff Report prepared for the December 6, 2016 Planning Board meeting.

There are no reasons to expect that the proposed action will affect any environmental resources within the City.

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

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

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

Project:	
Date:	

Short Environmental Assessment Form Part 3 Determination of Significance

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

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

7:30 p.m. – Public Hearing

December 28, 2016

To: The Honorable Mayor and City Council

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

Subject: Amending Section 310-9.2, Health Services Districts, of the Zoning Ordinance to Allow “Offices” as a Permitted Use

City Council has scheduled a Public Hearing for the above subject request at 7:30 pm on Tuesday, January 3, 2017.

The Planning Board reviewed the request at its December 6, 2016 meeting and voted 5-0 to adopt a motion recommending that City Council approve the request. An excerpt from the Planning Board’s meeting minutes is attached.

The Jefferson County Planning Board reviewed the request at its December 27, 2016 meeting and determined that the amendment does not have any significant countywide or inter-municipal issues and is of local concern only.

City Council received the attached petition concerning the proposed text amendment prior to its December 19, 2016 meeting.

The ordinance prepared for City Council consideration approves the text amendment as submitted. The Council must hold the public hearing and pass the SEQRA resolution that is also on today’s agenda before voting on the ordinance.

ORDINANCE

Page 1 of 1

Amending the Code of the City of Watertown, Section 310-9.2 Health Services Districts

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

YEA	NAY

Introduced by

Council Member Stephen A. Jennings

BE IT ORDAINED where the City Council of the City of Watertown has submitted an application to amend Section 310-9.2, Paragraph B, Health Services Districts of the Zoning Ordinance of the City of Watertown to allow "Offices" as a permitted principal use, and

WHEREAS the Planning Board of the City of Watertown reviewed the proposed zoning text amendment to Section 310-9.2, Paragraph B of the Zoning Ordinance at its December 6, 2016 meeting and unanimously adopted a motion recommending that City Council approve the amendment as proposed, and

WHEREAS the Jefferson County Planning Board reviewed the proposed zoning text amendment at its December 27, 2016 meeting pursuant to New York State General Municipal Law Section 239-m, and

WHEREAS a public hearing was held on the proposed zoning text amendment on January 3, 2017, after due public notice, and

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

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

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Watertown that the following permitted principal use is added to **§ 310-9.2 Health Services Districts, Paragraph B:**

B. (8) Offices.

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 Council Member Teresa R. Macaluso

Ord No. 1

December 14, 2016

To: The Honorable Mayor and City Council

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

Subject: Amending Section 310-9.2, Health Services Districts, of the Zoning Ordinance to Allow "Offices" as a Permitted Use

At its November 21, 2016 meeting, the City Council defeated an ordinance to change the Approved Zoning Classification of 1104 and 1108 Washington Street from Health Services to Neighborhood Business. The applicant, Michael J. Leonelli of Capital Assurance, sought the zone change in order to operate a finance business at 1104 Washington Street.

Several Council members expressed a reluctance to approve a zone change to Neighborhood Business after considering all the uses allowed in Neighborhood Business Districts, including restaurants. The City Council instead expressed support for amending the Zoning Ordinance to allow "Offices" as a permitted use in Health Services Districts, which would enable Mr. Leonelli to operate his business at the above location.

The proposed amendment to Section 310-9.2, Health Services Districts, of the Zoning Ordinance would allow "Offices," as defined in Section 310-1 of the Zoning Ordinance, as a use-by-right in Health Services Districts.

The Planning Board reviewed the requested amendment at its December 6, 2016 meeting and voted 5-0 to adopt a motion recommending that City Council approve the request. An excerpt from the Planning Board's meeting minutes is attached.

The Jefferson County Planning Board is scheduled to review the request at its December 27, 2016 meeting to determine if the amendment has any county-wide or inter-municipal issues or if it is of local concern only.

The attached ordinance adopts the amendment as requested. The Council must hold a public hearing on the ordinance before it may vote. It is recommended that a public hearing be scheduled for 7:30 p.m. on Tuesday, January 3, 2017. A SEQRA resolution will also be presented for City Council consideration at that meeting.

ZONING ORDINANCE TEXT AMENDMENT
SECTION 310-9.2

The Planning Board then considered a request submitted by the City Council of the City of Watertown to amend Section 310-9.2, Health Services Districts, of the Zoning Ordinance to allow “Business or professional offices” as a permitted use.

Mr. Neddo then proposed amending the request to read “offices” only, as defined by the City Code of the City of Watertown. Mr. Neddo said that the reasoning behind his suggestion was that there was a specific definition in the Zoning Ordinance for offices. Mr. Lumbis then said that the Planning Board would need to note the amendment when they moved to recommend approval.

Ms. Capone then moved to recommend that City Council approve the zone change request submitted by City Council of the City of Watertown to amend Section 310-9.2, Health Services Districts, of the Zoning Ordinance to allow “Offices” as a permitted use.

Ms. Fields seconded the motion and all voted in favor.

Mr. Coburn asked if there was a SEQR requirement. Mr. Urda replied that City Council was the lead agency under SEQR for this request.

December 19, 2016

City of Watertown City Council
245 Washington Street
Watertown, New York 13601

Subject: Health Services District and 1104 Washington Street, Watertown

The December 7, 2016 edition of the Watertown Daily Times stated that the Planning Board had inserted the word "offices" in the section of the code that regulates Health Services Districts. We believe this was at the suggestion of a council member at a previous meeting.

Watertown Code, Article III, Section 310.9.2 addresses Health Services Districts. Listed among the permitted principal uses in a Health Services District is: "medical office or clinic". That normally would suffice.

As stated above, the newspaper indicated that the word "offices" should be added to the criteria of Health Services District. Adding the single word "offices" would also allow the area to meet the requirements of Limited Business Districts. Is it the intent of the City to open the door to doing away with the Health Services District and to eventually permit re-zoning on Washington Street.

Washington Street is the last main gateway to this City. It portrays a quiet and peaceful community in which to reside, go to school, go to church, and obtain medical/health services - all within walking distance.

Care Net could be more aggressive in selling/renting the property rather than just switching areas with Capital Assurance and expecting the City to justify the sale.

Let's not make changes that do not truly consider the residents, the surrounding area, the taxpayers, and the future of the City of Watertown.

We believe you remember, one of our forefathers once said "All change is not progress, all movement is not forward".

Request no changes be made to existing requirements. Thank you.

Angie Corbett

Mary Corbett

Dawn E Espinoza

Mary E Espinoza

Patricia Abbott

Reba Clarke

Marlene A. Casey

Michelle Roberts

Health Services Districts.

[Added 1-6-1997]

A.

Purpose. The purpose and intent of this district is to provide areas in appropriate locations where medical facilities may be established, while protecting the surrounding neighborhood.

B.

Permitted principal uses. In Health Services Districts no building or structure shall be erected, altered or extended, and no land, buildings, structure or part thereof shall be used for other than one or more of the following uses:

(1)

Single-family, two-family or three-family dwelling.

(2)

Place of religious worship.

(3)

Hospital.

(4)

Nursing home.

(5)

Medical office or clinic.

(6)

Adult or child day-care.

(7)

Hostel.

C.

Permitted accessory uses. One or more of the following uses may take place on a parcel in conjunction with a permitted principal use:

(1)

Accessory structure.

(2)

Medical waste autoclave.

(3)

Administrative staff office.

(4)

Vehicle storage.

(5)

Education and research facility.

(6)

Medical laboratory.

(4)

Vehicle storage.

(5)

Education and research facility.

(6)

Medical laboratory.

(7)

Rehabilitation or therapy center.

(8)

Retail business.

(9)

Food service.

Limited Business Districts.

In Limited Business Districts no building or structure shall be erected, altered or extended, and no land, building, structure or part thereof shall be used for other than one or more of the following uses:

A.

Any use permitted in Residence C Districts.

B.

Banks or monetary institutions.

C.

Insurance companies.

D.

Business or professional offices.

E.

Accessory uses, subject to the provisions of § 310-37.

F.

(Reserved)[1]

[1]

Editor's Note: Former Subsection F, as amended, which dealt with signs, was repealed 6-17-1996.

G.

Interior designer offices.

[Added 11-26-1962]

H.

Radio and television studios.

[Added 11-14-1966]

I.

Multifamily dwellings (only by special approval of City Council).

[Added 6-19-1967]

Planners OK finance company move

UNANIMOUS VOTE: Will change city code language so Capital Assurance can open Washington St. site

By CRAIG FOX
cfox@wdt.net

WATERTOWN—The city's Planning Board took steps on Tuesday that will allow a local businessman to open a finance business on Washington Street.

The Planning Board unanimously agreed to change language in the city codes that will allow Capital Assurance to open in a Health Services district along Washington Street.

Planning Board members simply inserted the word "offices" in the section of the codes that regulates Health Services districts.

Previously, there was nothing in the city code that allowed it. The business plans to purchase the former Care Net Pregnancy Center building at 1104 Washington St.

"That makes sense," board member Michelle L. Capone said.

The change must still be approved by the City Council, which may vote on it at its Dec. 19 meeting.

Last month, a small group of residents expressed concern with the business operating in the Washington

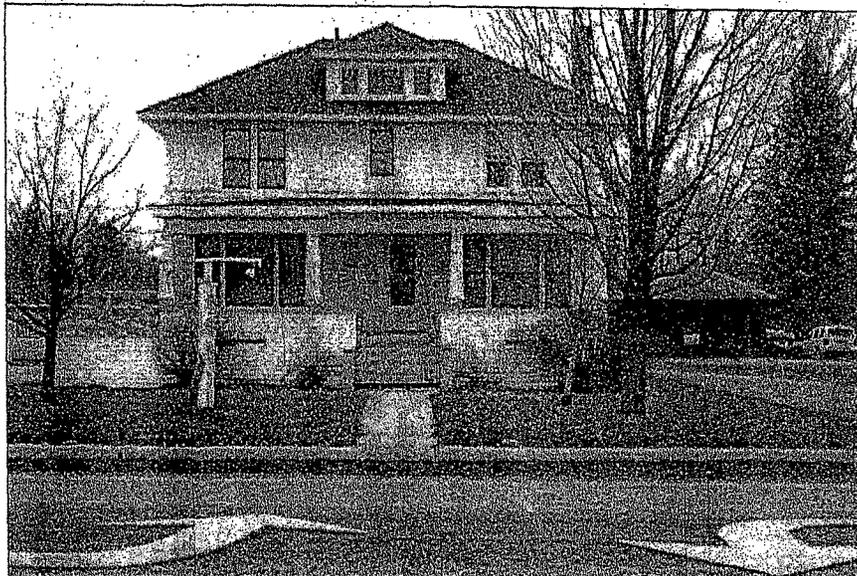
Street building because they believed it could open up the possibility of a fast-food restaurant also opening at the site in the future.

Michael J. Leonelli, owner of Capital Assurance, had originally asked for a zoning change from a Health Services to Neighborhood Business district, which would allow McDonald's to open at the site. The zoning change also would have affected an adjoining property at 1108 Washington St.

Rather than considering the zoning change, City Council members figured it was just better to send the matter back to the Planning Board for a minor change.

Residents had contended that 1104 and 1108 Washington St. should remain Health Services because of their proximity to Samaritan Medical Center.

Two years ago, residents successfully lobbied the city to reject a developer's proposal to build a McDonald's restaurant at 1115 Washington St., deciding it would disrupt the neighborhood.



AMANDA MORRISON ■ WATERTOWN DAILY TIMES

The business owner has received preliminary approval to open a finance business at 1104 Washington St.

After hearing about the Planning Board's decision on Tuesday, Councilman Teresa R. Macaluso said she was comfortable with the change. She expects the other council members to go along with the decision when it comes up later this month.

It avoids a McDonald's scenario, she

said.

"We've been down that road before and we don't want to go down it again," she said.

Capital Assurance can add employees by moving from its current location in the Marcy Building on Mill Street to the Washington Street site.

Watertown part of anti-poverty program

By BRIAN MOLONGOSKI

AmeriCorps VISTA members.

In each community pro- from the state, as well as