

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, April 20, 2020

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, April 20, 2020, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

This meeting is being conducted in accordance with Governor Cuomo's Executive Order No. 202.1 that restricts in-person access to meetings. The public will be able to view or listen to the meeting live at: <https://livestream.com/swp/wcc>.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

RESOLUTIONS

- Resolution No. 1 - Rejecting Bids for Cooper Street Outfall and Harrison Street Sewer Rehabilitation Project
- Resolution No. 2- Approving Franchise Agreement for Placement of Fiber Optic Cable, WESTELCOM Network, Inc.
- Resolution No. 3- Approving Franchise Agreement for Installation of Telecommunications Conduit in the City's Right-of-Way, WESTELCOM Network, Inc.
- Resolution No. 4 - Approving the Contract with Elan.3 Consulting for the Zoning Ordinance Re-Write Project

ORDINANCES

LOCAL LAW

- Proposed Local Law No. 2 of 2020 A Local Law Overriding the Tax Levy Limit Established by New York General Municipal Law §3-c

PUBLIC HEARING

OLD BUSINESS

 Tabled Resolution Establishing the level of service for Watertown
 Fire Department Heavy Rescue Truck and EMS calls

STAFF REPORTS

1. Public Hearings for 2020-21 Operating Budgets and 2020-21 through
 2024-25 Capital Budget
2. Sales Tax Revenue – March 2020
3. Sale of Surplus Hydro-electricity – March 2020

NEW BUSINESS

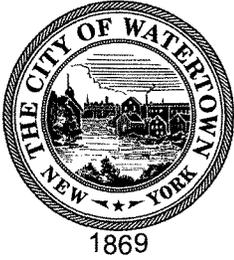
EXECUTIVE SESSION

 To Discuss Collective Bargaining

WORK SESSION

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
MAY 4, 2020.**



CITY OF WATERTOWN, NEW YORK

ROOM 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
E-MAIL DMorrow@watertown-ny.gov
Phone (315) 785-7749 Fax (315) 782-9014

Dale Morrow
Purchasing Manager

Res No. 1

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Dale Morrow, Purchasing Manager
SUBJECT: Bid 2020-01 – Cooper Street Outfall and Harrison Street Sewer Rehabilitation Project
DATE: 04/07/20

The City's Purchasing Department advertised in the Watertown Daily Times on March 10, 2020, calling for sealed bids for the reconstruction of the Cooper Street Outfall and Harrison Street Sewers, as per City specifications.

The Cooper Street Outfall Replacement Project is part of the 2018-19 Capital Project, page 304, budgeted at \$550,000 and the Harrison Street Reconstruction Project is part of the 2018-19 Capital Project, page 307, budgeted at \$3,185,000 and revised at \$860,000. The combined projects total \$1,410,000.

The Purchasing Department issued Invitations to Bid to Bid Net. The City received one (1) sealed bid submittal. The Purchasing Department publicly opened and read the sealed bid on April 6, 2020, at 2:00 pm local time. The bid tabulation for the bid is shown below.

Cooper St Outfall & Harrison St Sewer Rehabilitation	Sparacino Construction Inc.
	Rodman, NY
Total Bid Price	\$1,613,759.60

City Engineering and the Purchasing Department reviewed the response to ensure that they complied with the specifications.

Staff recommends that City Council reject the bid for the Cooper Street Outfall and Harrison Street Sewer Rehabilitation Project and rebid the project in July 2020. This bid is over budget, and the next time this goes out for bid in July there will be separate bids (one for Cooper Street Outfall and one for Harrison Street Sewer Rehabilitation). If there are any questions concerning this recommendation, please contact me at your convenience.

RESOLUTION

Page 1 of 1

Rejecting Bids for Cooper Street
Outfall and Harrison Street Sewer
Rehabilitation Project

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C. P.
- Council Member RUGGIERO, Lisa L.
- Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for Cooper Street Outfall and Harrison Street Sewer Rehabilitation Project, as per City specifications, and

WHEREAS bid invitations were also issued to Bid Net with one (1) sealed bid submitted to the Purchasing Department, and

WHEREAS on Monday, April 6, 2020, at 2:00 p.m., the bid received was publicly opened and read, and

WHEREAS it is the City Manager’s recommendation that the City Council reject the bid submitted for the Cooper Street Outfall and Harrison Street Sewer Rehabilitation Project to allow the project to be delayed until July 2020,

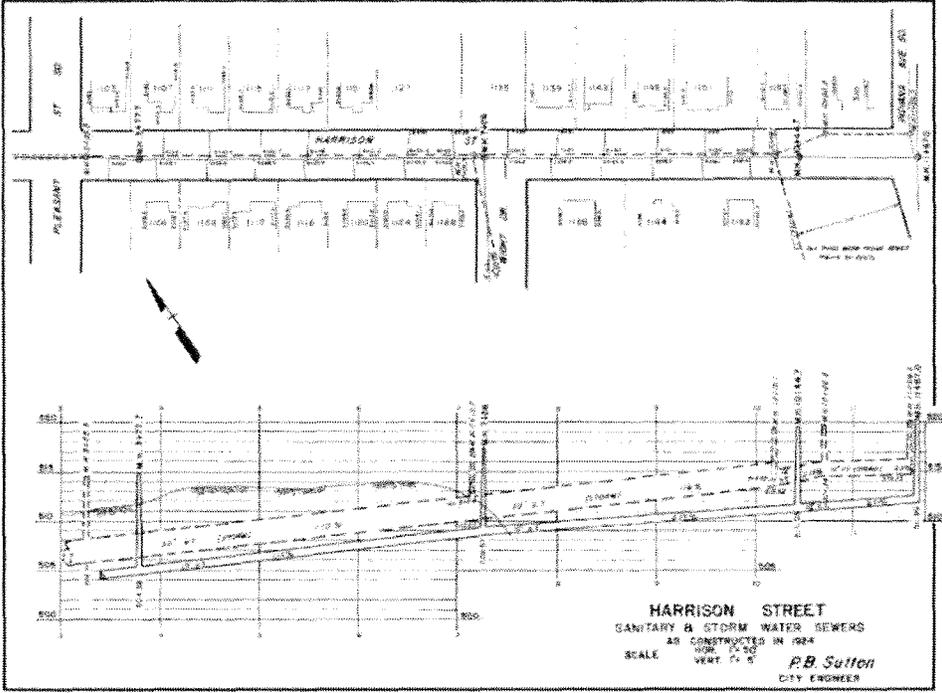
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby rejects the bid for Cooper Street Outfall and Harrison Street Sewer Rehabilitation Project.

Seconded by

FISCAL YEAR 2018-2019
CAPITAL BUDGET
INFRASTRUCTURE
SIDEWALKS

PROJECT DESCRIPTION	COST
<p>Cooper Street Outfall Replacement: Thompson Street to Leray Street</p> <p>Replacement and rehabilitation of a major sanitary trunk sewer severely deteriorated from root intrusion and crushed pipe. The project may include limited storm sewer improvements as well.</p> <p>GENERAL FUND \$275,000 SANITARY SEWER \$275,000</p> <div style="text-align: left; margin-top: 10px;">  </div> <p>Funding to support this project will be through the issuance of a 15 year serial bond with projected FY 2019-20 debt service of \$26,583 for the General Fund and a transfer from the Sewer Fund (G.9950.0900).</p>	<p>\$550,000</p>
TOTAL	\$550,000

**FISCAL YEAR 2018-2019
CAPITAL BUDGET
INFRASTRUCTURE
STREET, SIDEWALK AND STORM SEWER**

PROJECT DESCRIPTION	COST															
<p>Harrison Street Reconstruction (100, 200, 300 blocks)</p> <p>Reconstruction of 1,100 feet of Harrison Street from Indiana Ave. South to Hamilton Street South. This project will reduce massive amounts of infiltration into the sanitary sewer system, by replacing the storm sewer sitting above the sanitary sewer. It also includes water main and sidewalk construction.</p> <div style="text-align: center; margin: 10px 0;">  <p style="font-size: small; margin: 0;"> HARRISON STREET SANITARY & STORM WATER SEWERS AS CONSTRUCTED IN 1924 SCALE HORIZ. 1" = 50' VERT. 1" = 5' <i>P.B. Satten</i> CITY ENGINEER </p> </div>	\$3,185,000															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Sidewalk</td> <td style="width: 15%;">\$ 210,000</td> <td style="width: 50%;">Projected FY 2019-20 debt service of \$ 20,300</td> </tr> <tr> <td>Storm Sewer</td> <td>\$ 1,100,000</td> <td>Projected FY 2019-20 debt service of \$ 106,333</td> </tr> <tr> <td>Street</td> <td>\$ 435,000</td> <td>Projected FY 2019-20 debt service of \$ 42,050</td> </tr> <tr> <td>Water</td> <td>\$ 700,000</td> <td>Projected FY 2019-20 debt service of \$ 67,667</td> </tr> <tr> <td>Sanitary</td> <td>\$ 740,000</td> <td>Projected FY 2019-20 debt service of \$ 71,533</td> </tr> </table>	Sidewalk	\$ 210,000	Projected FY 2019-20 debt service of \$ 20,300	Storm Sewer	\$ 1,100,000	Projected FY 2019-20 debt service of \$ 106,333	Street	\$ 435,000	Projected FY 2019-20 debt service of \$ 42,050	Water	\$ 700,000	Projected FY 2019-20 debt service of \$ 67,667	Sanitary	\$ 740,000	Projected FY 2019-20 debt service of \$ 71,533	
Sidewalk	\$ 210,000	Projected FY 2019-20 debt service of \$ 20,300														
Storm Sewer	\$ 1,100,000	Projected FY 2019-20 debt service of \$ 106,333														
Street	\$ 435,000	Projected FY 2019-20 debt service of \$ 42,050														
Water	\$ 700,000	Projected FY 2019-20 debt service of \$ 67,667														
Sanitary	\$ 740,000	Projected FY 2019-20 debt service of \$ 71,533														
TOTAL	\$3,185,000															

Res No. 2

April 13, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Franchise Agreement for Placement of Fiber Optic Cable, WESTELCOM Network, Inc.

The City of Watertown has had a Franchise Agreement with WESTELCOM, Inc. since 2008 for placing fiber optic cable in City-owned conduit. It was recently discovered that the most recent agreement had expired on March 31, 2018. Even though it had expired, they continued to pay the monthly rental charge.

An updated agreement has been drafted that runs for another 5 years, through March 31, 2025, with an option to renew for another 5 years. There is a \$500 permit fee for each installation and a monthly rental fee based on the length of the cable and how much of the conduit is occupied as outlined in Exhibit A.

A resolution approving the Franchise Agreement with WESTELCOM Network, Inc. has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Franchise Agreement for Placement of Fiber Optic Cable, WESTELCOM Network, Inc.

Council Member COMPO, Sarah V.
 Council Member HENRY-WILKINSON, Ryan J.
 Council Member ROSHIA, Jesse C.P.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is a municipal corporation organized under the Laws of the State of New York and , as such, owns underground conduit within the City of Watertown for the City’s use in encasing City-owned fiber cable, and

WHEREAS the City has available space in its conduit which can be efficiently utilized by others for similar purposes to the extent such additional facilities do not interfere with the City’s needs, and

WHEREAS the City desires to advance the public purpose of promoting, developing or expanding business within the City by permitting the location of private facilities within the City’s existing and proposed conduit, and

WHEREAS in pursuit of that public purpose, the City desires to grant non-exclusive franchises for the operation, management and maintenance of private lines within the City’s conduit, and

WHEREAS WESTELCOM Network, Inc. has expressed a desire to enter into a non-exclusive franchise with the City,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Franchise Agreement for Placement of Fiber Optic Cable with WESTELCOM Network, Inc., a copy of which is attached and made a part of this resolution, and

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

Seconded by

FRANCHISE AGREEMENT FOR PLACEMENT OF FIBER OPTIC CABLE

This Franchise Agreement is being made and is intended to be effective as of April 1, 2020 for a period of five (5) years, between the City of Watertown, New York with principal offices located at 245 Washington Street; Watertown, New York 13601 (the "CITY") and WESTELCOM Network, Inc., a New York Corporation with a principal place of business located at 2 Champlain Avenue, P.O. Box 249, Westport, New York 12993-0249 ("Franchisee").

INTRODUCTION

WHEREAS, the City is a municipal corporation organized under the laws of the State of New York and, as such, owns and is developing underground conduit within the City of Watertown for the City's use in encasing City-owned fiber cable; and

WHEREAS, the City has available space in its conduit which can be efficiently utilized by others for similar purposes to the extent such additional facilities do not interfere with the City's needs; and

WHEREAS, the City desires to advance the public purpose of promoting, developing or expanding business within the City by permitting the location of private facilities within the City's existing and proposed conduit; and

WHEREAS, in pursuit of that public purpose, the City desires to grant non-exclusive franchises for the operation, management and maintenance of private lines within the City's conduit;

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

AGREEMENT

SECTION I - TERM OF FRANCHISE

The term of this franchise shall be for the period of five (5) years from April 1, 2020 through March 31, 2025, with an option to renew, upon the same terms as this Agreement, for an additional five (5) years. The Franchisee must notify the City, in writing, ninety (90) days in advance of the expiration of the initial term, of its desire to exercise the option to renew.

SECTION II- PROPERTY FRANCHISE

The City agrees to permit Franchisee to use a portion of the City's conduit system for the installation, maintenance and repair of cabling systems within the City's existing conduit system and within later constructed City conduit. The City grants Franchisee the right of ingress and egress over municipal property to the extent necessary to install, repair, and maintain Franchisee's lines.

In no event shall Franchisee's cabling system exceed 1.5" in diameter or 50% of the conduit's internal diameter, whichever is less.

Nothing in this Agreement shall be construed as requiring the City to construct any conduit anywhere in the City.

SECTION III- NONASSIGNABILITY

The City and Franchisee agree that it is the purpose of this conduit franchise to permit the use of the conduit by Franchisee, and that this franchise may not be assigned by Franchisee to any other person or entity without the City's prior express written consent. Franchisee agrees that the City's consent to any assignment may be withheld for any reason, and in its sole discretion.

SECTION IV – COMPENSATION

A. The fees for the use of the City's conduit shall be defined in Exhibit A to this Agreement and as may change from time to time, based on changes in the NYS PSC tariffs for Conduit Occupancy and/or unbundled dark fiber. Reference to NYS PSC Tariff Rates is made solely for the purpose of establishing rates to be paid to the City by the Franchisee and for no other purpose whatsoever. Billing will be done monthly, in advance. Payment of the monthly fee shall be made in advance, with the first payment due upon authorizing the installation of cabling .

SECTION V - FRANCHISEE'S DUTIES

A. Franchisee shall be responsible for running its cable within the City's conduit. Upon termination of this Franchise, for any reason, Franchisee shall remove all of its cable within sixty (60) days, and will promptly repair any damage to the City's facilities, or to facilities of other franchisees, caused in the process.

B. Franchisee shall obtain any and all licenses or permits required by statute, ordinance, rule or regulation of the State, County and/or City before installing cable in the City's conduit, or performing any of the described at sub-paragraph "F" below, and shall maintain all licenses or permits in current status throughout the term of this Agreement.

C. Prior to installing, maintaining or repairing cable in any section of the City's conduit, and throughout the term of this Franchise, Franchisee shall notify the City Manager of its proposed work and obtain written permission therefor, which approval may be withheld by the City for any reason and in the City's sole discretion. All requests by the Franchisee to use City conduit shall be made on the Conduit Access Form attached as Exhibit B to this Agreement. Requests for installation, maintenance and repair shall be made 90 days in advance of proposed work. A \$500 permit fee for the processing of requests will be assessed by the City. If the City is required to be on-site for any given request, an hourly rate of \$200.00 per hour will be assessed. Requests for access for emergency repairs may be submitted at any time and will be addressed on a case-by-case basis. Such emergency requests will be subject to the same fee and hourly charges as described above.

D. If any other person or entity is granted a City franchise for the use of the City's conduit, Franchisee shall, as an express condition of this Franchise Agreement, cooperate with the installation of additional cable and coordinate its work with all parties.

E. If Franchisee, in exercising its privileges under this Franchise, damages any of the City's facilities, or any facilities belonging to another franchisee utilizing the City's conduit, Franchisee shall immediately notify the City and such other franchisee and shall proceed to effect immediate repairs to the satisfaction of the City Engineer. Franchisee shall, in the

alternative, indemnify the City and any other franchisee for any and all damages caused by Franchisee to City facilities or to the facilities owned by such other franchisee.

F. If Franchisee performs any road cuts, sidewalk cuts, excavation, or any other above-ground or underground work in pursuit of exercising its privileges under this Franchise, Franchisee shall proceed, upon completion of such work, to restore the affected area to a condition satisfactory to the City Engineer.

G. Franchisee's obligations under subparagraphs E and F above shall be secured by a bond, for the term of this Agreement and for a period of one year after its termination, in favor of the City of Watertown in the penal sum of \$20,000.00, which bond must be in a form satisfactory to, and approved by, the City Attorney, before Franchisee shall be permitted to commence installation of its cable. Any failure of the bonding company to make payment in the event of a breach of paragraphs E or F above shall result in the termination of this Franchise.

SECTION VI- ADEQUACY OF FRANCHISED PREMISES

By entering into this Franchise Agreement, and by later installing cable in any part thereof, Franchisee acknowledges that it has accepted, in good order and repair, the City's conduit. This acknowledgment includes Franchisee's representation that it has examined the condition of the conduit and has received the same in good repair and working order.

SECTION VII- MAINTENANCE

A. The City agrees that it will keep its conduit, including any structural or capital repairs and improvements, in good repair during the term of this franchise and at its own expense. The City will notify the Franchisee should repairs need to be made to the conduit which may impact the Franchisee's operation.

B. No alterations may be made by the Franchisee to the City's facilities without the prior written consent of the City Manager, which consent may be withheld for any reason at the sole discretion of the City.

SECTION VIII – INSURANCE

Franchisee agrees to furnish and maintain during the term of this Franchise Agreement commercial general liability insurance in the amount of \$500,000 per person and \$1,000,000 per occurrence and property damage insurance in the sum of \$100,000. Franchisee's policy of liability insurance shall name the City as an additional named insured without restriction to vicarious liability issues only. Franchisee shall provide the City with certificates of insurance reciting City's status as an additional named insured on the policy or policies maintained by Franchisee for this purpose. The certificates of insurance must further list the City as a certificate holder and must be delivered to the City prior to Franchisee's commencement of any installation of cable during the duration of this Agreement.

SECTION IX - HOLD HARMLESS

Franchisee shall indemnify and hold the City harmless, including reimbursement for

reasonable attorneys' fees, from and against any and all loss, claims, costs or expenses arising out of any claim of liability for injuries or damages to persons or to property sustained by any person or entity by reason of Franchisee's operation, use or occupation of the conduit, or by or resulting from any act or omission of Franchisee, or any of its officers, agents, employees, guests, patrons or invitees. Coverage under the liability insurance in the type and amounts identified in Section VIII naming the City as an additional named insured shall be sufficient for purposes of meeting Franchisee's obligations under this paragraph.

SECTION X – TERMINATION

This franchise may be terminated by the City, for cause, upon any of the following:

A. Violation by Franchisee of any of the applicable laws and regulations of the State of New York, County of Jefferson, or City, including any failure to obtain permits for road work, cuts, sidewalk work, etc.

B. Franchisee's failure to comply with any of the provisions of the agreement.

This franchise may be terminated by the Franchisee, for cause, upon the City's failure to comply with any of the provisions of this agreement.

SECTION XI - NO RECOURSE

A. Franchisee acknowledges and agrees that the conduit may be subject to being restricted or shut down, including down time for repairs, and Franchisee agrees that it shall have no recourse against the City for damages in the event the conduit is unavailable for use.

B. Franchisee acknowledges and agrees that the risk of damage to its facilities due to accident or casualty prohibiting the operation of Franchisee's facilities shall be borne by Franchisee, and that Franchisee shall have no claim against the City for any claims of consequential damage flowing therefrom.

SECTION XII - VENUE AND APPLICABLE LAW

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

B. This agreement shall be construed in accordance with the laws of the State of New York.

SECTION XIII – MERGER AND SAVINGS CLAUSE

This agreement sets forth the agreement between the parties and each party acknowledges that there are no promises, agreements, conditions or understandings, either oral or written, express or implied, which are not set forth herein. The invalidity of any severable covenant, condition or provisions of this Agreement shall not serve to invalidate any other covenant, condition or provision of this Agreement, it being the intent of the parties to preserve so much of the terms of the Agreement as possible.

SECTION XIV – NOTICE AND APPROVALS

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

City:

City Manager
245 Washington Street
Watertown, New York 13601

Franchisee:

WESTELCOM Network, Inc.
Paul F. Barton, President
130 Park Place
Watertown, New York 13601

IN WITNESS WHEREOF, the City and Franchisee have caused this Franchise to be executed by the parties and is to be effective as of April 1, 2020.

THE CITY OF WATERTOWN, NEW YORK

By: _____
Kenneth A. Mix, City Manager

WESTELCOM Network Inc.

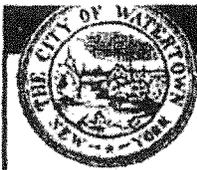
By: _____

EXHIBIT A

Dark Fiber and Conduit Occupancy Rates
As of 3/26/2013

Conduit Occupancy per Foot - PSC NY No. 1: Communications			
Description	Annual	Monthly	
Full Duct	\$ 1.50	\$ 0.125	
Half Duct	\$ 0.75	\$ 0.063	
Third Duct	\$ 0.50	\$ 0.042	
Quarter Duct	\$ 0.37	\$ 0.031	

Unbundled Dark Fiber per Pair/Mile - PSC NY No. 10: Communications			
Description	Rate	Qty	Monthly
Serving Wire Center Charge	\$ 10.06	1	\$ 10.06
Dark Fiber Loop Charge - Fixed	\$ 4.23	2	\$ 8.46
Dark Fiber Loop Charge/ qtr mile	\$ 14.02	4	\$ 56.08
Dark Fiber IOF Mileage	\$ 58.20	1	\$ 58.20
			<u>\$ 132.80</u> per pair
			\$ 66.40 per fiber



The City of

Watertown, NY

City of Watertown NY
245 West 10th Street
Watertown, NY 13601

EXHIBIT B

Conduit Access Form

[Redacted]

Date Requested: _____ Phone/Extension _____

Contact Name: _____

Email Address: _____

[Redacted]

Complete the form and send it to the Engineering Department, 245 Washington Street, Watertown, New York. All inquiries will be addressed within 10 business days of receipt. Indicate your request for access to the conduit system in the space provided below.

Type of Work: (check one):

Installation Maintenance Modification Repair Emergency Repair

Location of Work:

Begin / End Dates: _____ to _____

New Attachment to City Conduit System	Y <input type="checkbox"/>	N <input type="checkbox"/>	
Construction Drawings Attached	Y <input type="checkbox"/>	N <input type="checkbox"/>	
CAD File Included	Y <input type="checkbox"/>	N <input type="checkbox"/>	
GPS File Included	Y <input type="checkbox"/>	N <input type="checkbox"/>	
UFPO Request Submitted	Y <input type="checkbox"/>	N <input type="checkbox"/>	Date Submitted _____
Permit Obtained From City Engineering	Y <input type="checkbox"/>	N <input type="checkbox"/>	Permit No. _____

Check No. _____

(Note - Attach all supporting documentation. Electronic file may be submitted on CD or 3.5" diskette.)

[Redacted]

Date Replied: _____

Signature: _____

Comments:

[Redacted] For City Manager Use Only

Signature: _____

Date: _____

Res No. 3

April 13, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Franchise Agreement for Installation of Telecommunications Conduit, WESTELCOM Network, Inc.

WESTELCOM Network, Inc. has had a Franchise Agreement with the City of Watertown, which allows them to install conduit on City property since 2014. It was recently discovered that the most recent agreement had expired on March 31, 2018.

An updated agreement has been drafted that has a term of 2 years, running through March 31, 2025, with an option to renew for up to 3 two-year periods. The fee is \$0.35 per linear foot of conduit installed. Conduit can be installed for City use in lieu of the cash fee.

A resolution approving the Franchise Agreement with WESTELCOM Network Inc. has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Franchise Agreement for Installation of Telecommunications Conduit in the City's Right-of-Way, WESTELCOM Network, Inc.

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member ROSHIA, Jesse C.P.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City is a municipal corporate organized under the laws of the State of New York and, as such, owns property in the City's street margins which can be utilized by the City and its franchisees for the location of utilities and other services having a public benefit, and

WHEREAS the City desires to advance the public purpose of promoting, developing or expanding business within the City by permitting the location of private telecommunications conduit within the City's street margins by means of a non-exclusive franchise, and

WHEREAS WESTELCOM Network, Inc. has expressed a desire to enter into a Franchise Agreement with the City allowing them, by permit only, to install, repair and maintain Franchisee's conduit in the City's right-of-way,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Franchise Agreement for Installation of Telecommunications Conduit in the City's right-of-way with WESTELCOM Network, Inc., a copy of which is attached and made a part of this resolution, and

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

Seconded by

**FRANCHISE AGREEMENT FOR INSTALLATION OF
TELECOMMUNICATIONS CONDUIT**

This Franchise Agreement is made and is intended to be effective as of April 1, 2020, for a period of two (2) years, between the City of Watertown, New York with principal offices located at 245 Washington Street; Watertown, New York 13601 (the "City") and WESTELCOM NETWORK, INC., a New York Corporation with a principal place of business located at 2 Champlain Avenue, P.O. Box 249, Westport, New York 12993-0249 ("Franchisee"). The Agreement is renewable by Westelcom at its sole option, for a period of two (2) years upon such terms and fees at the parties may then agree. A total of three (3) two-year option periods may be exercised by Franchisee upon notice on or about April 1 of the year in which a contract term expires.

INTRODUCTION

WHEREAS, the City is a municipal corporation organized under the laws of the State of New York and, as such, owns property in the City's street margins which can be utilized by the City and its franchisees for the location of utilities or other services having a public benefit; and

WHEREAS, the City desires to advance the public purpose of promoting, developing or expanding business within the City by permitting the location of private telecommunications conduit within the City's street margins by means of a non-exclusive franchise.

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

AGREEMENT

SECTION I - TERM OF FRANCHISE

The term of this franchise shall be for the period from April 1, 2020 through March 31, 2022.

SECTION II- PROPERTY FRANCHISE

The City agrees to allow Franchisee to install limited conduit, by permit only, on City property as reasonably necessary to extend telecommunications cabling to Franchisee's customer's premises. The City grants Franchisee the right of ingress and egress over municipal property to the extent necessary to install, repair, and maintain Franchisee's conduit.

In no event shall Franchisee's conduit exceed four inches (4") in diameter.

Nothing in this Agreement shall be construed as requiring the City to construct any conduit anywhere in the City, nor to obtain any easement or other rights from third parties in order to further Franchisee's desire or need to install conduit for its customers.

Franchisee acknowledges that improvements installed pursuant to this Agreement are subject to real property tax.

SECTION III- NONASSIGNABILITY

The City and Franchisee agree that it is the purpose of this conduit franchise to permit the limited and specifically permitted installation of conduit by Franchisee, and that this franchise may not be assigned by Franchisee to any other person or entity without the City's prior express written consent. Franchisee agrees that the City's consent to any assignment may be withheld for any reason, and in its sole discretion.

SECTION IV – COMPENSATION

The fees for the installation of conduit pursuant to this Agreement shall be a one-time fee of \$0.35 per linear foot of conduit installed, payable upon issuance of the City Engineer's permit pursuant to Section V(J), and prior to the commencement of work. In lieu of a one-time fee of \$0.35 per linear foot, Franchisee shall install a minimum of 1.5 inch conduit for pole to pull-box installations and a minimum of 2.0 inch conduit for pull-box to pull-box installations for the City's exclusive use, at no cost to the City. In addition, the Franchisee agrees to pay all other fees as outlined in City Code.

SECTION V - FRANCHISEE'S DUTIES

A. Upon termination of this Franchise, for any reason, Franchisee shall remove all of its conduit installed pursuant to this Agreement within sixty (60) days, and will promptly repair any damage to the City's facilities and/or property, including sidewalks or streets, or to facilities of other franchisees, caused in the process. This requirement may, upon application to the City, be waived, in whole or in part, in the City's sole discretion. Such waiver must be in writing to be effective.

B. Franchisee shall obtain any and all licenses or permits required by statute, ordinance, rule or regulation of the State, County and/or City before installing conduit pursuant to this Agreement, and shall maintain all licenses or permits in current status throughout the term of this Agreement.

C. Prior to installing conduit, and throughout the term of this Franchise, Franchisee shall notify the City Manager of any proposed work and obtain written permission therefore, which approval may be withheld by the City for any reason and in the City's sole discretion. All requests by the Franchisee to install conduit on City property shall be made, in writing, to the office of the City Engineer. Request for installation, maintenance and repair shall be made 90 days in advance of proposed work. A \$500 fee for the processing of requests will be assessed by the City. If the City is required to be on-site for any given request, an hourly rate of \$200.00 per hour will be assessed. Requests for access for emergency repairs may be submitted at any time and will be addressed on a case-by-case basis. Such emergency requests will be subject to the same fee and hourly charges as described above.

D. Upon completion of any conduit installation, Franchisee shall provide the City Engineer with as-built drawings for the City's records.

E. If Franchisee permits the occupancy of its conduit by the City or other utility companies, Franchisee shall, as an express condition of this Franchise Agreement, cooperate with the installation of additional cable in its conduit, coordinate its work with all parties, and notify the City of changes to occupancy. Franchisee shall be permitted to charge such other entity for the use of its conduit in accordance with reasonable industry standard rates.

F. If Franchisee, in exercising its privileges under this Franchise, damages any of the City's facilities, or any facilities belonging to another franchisee utilizing the City's conduit, Franchisee shall immediately notify the City and such other franchisee and shall proceed to effect immediate repairs to the satisfaction of the City Engineer. Franchisee shall, in the alternative, indemnify the City and any other franchisee for any and all damages caused by Franchisee to City facilities or to the facilities owned by such other franchisee.

G. If Franchisee performs any road cuts, sidewalk cuts, excavation, or any other above-ground or underground work in pursuit of exercising its privileges under this Franchise, Franchisee shall submit a work plan to the City Engineer for approval and exercise Work Zone Safety precautions. Upon completion of such work, Franchisee shall restore the affected area to a condition satisfactory to the City Engineer.

H. Franchisee's obligations under subparagraphs E and F above shall be secured by a bond, for the term of this Agreement and for a period of one year after its termination, in favor of the City of Watertown in the penal sum of \$20,000.00, which bond must be in a form satisfactory to, and approved by, the City Attorney, before Franchisee shall be permitted to commence installation of its conduit. Any failure of the bonding company to make payment in the event of a breach of paragraphs E or F above shall result in the termination of this Franchise.

I. Franchisee shall follow American National Standards Institute (ANSI), Telecommunications Industry Association (TIA), and Electronic Industry Association (EIA) standards for design and construction of telecommunications infrastructure. Franchisee will specifically follow recommended practices as outlined in NECA 605-2004 "Installing Underground Nonmetallic Utility Duct" when engineering and installing conduit in City rights of way.

J. Franchisee shall follow all applicable building codes, municipal codes, fire codes, state statutes and the regulations of the Occupational Safety and Health Administration (OSHA).

K. Franchisee shall obtain permit(s) from the Watertown City Engineer and, after each installation, provide the City with "as-built" engineering drawings showing the location of each installation within 3 weeks of project completion.

L. Upon reasonable notice from the City, Franchisee may be required to relocate or remove its conduit to meet a legitimate public purpose (i.e. street or sidewalk reconstruction).

M. Franchisee shall participate in the "Dig Safely New York" program, or such other program or set of regulations which may be developed to supplement or supplant it.

N. Franchisee shall pay all installation fees and annual fees when due.

SECTION VI – AERIAL CONDUIT INSTALLATION

As an express condition of this franchise, Franchisee acknowledges that it is the essence of the granting of this franchise that, Franchisee will seek a written waiver in any situation involving the provision of aerial-based telecommunications services. Such written waiver may only be obtained from the City Manager, and may be denied in the Manager's sole discretion. Franchisee also agrees that if a reasonable opportunity exists to install conduit on any of the main arterials in lieu of utilizing existing

poles, buildings, or other systems designed to carry above-ground cabling, Franchisee shall, instead, install conduit to provide services to its customers.

A waiver in any particular circumstance shall not serve to bind the City nor to affect its discretion in any other circumstance.

SECTION VII- MAINTENANCE

A. Franchisee agrees that it will keep its conduit, including any structural or capital repairs and improvements, in good repair during the term of this franchise and at its own expense.

B. No alterations may be made to any of the City's facilities without the prior written consent of the City Engineer, which consent may be withheld for any reason at the sole discretion of the City.

SECTION VIII – INSURANCE

Franchisee, or any contractor utilized by Franchisee, agrees to furnish and maintain during the term of this Franchise Agreement general liability insurance in the amount of \$500,000 per person and \$1,000,000 per occurrence and property damage insurance in the sum of \$100,000. Franchisee's, or contractors, policy of liability insurance shall name the City as an additional named insured without restriction to vicarious liability issues only. Franchisee shall provide the City with certificates of insurance reciting City's status as an additional named insured on the policy or policies maintained by Franchisee for this purpose. The certificates of insurance must be delivered to the City prior to Franchisee's commencement of any installation of conduit during the duration of this Agreement.

Any contractor performing conduit installation for Franchisee shall maintain the insurance and provide the certificates required by this Section.

SECTION IX - HOLD HARMLESS

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

SECTION X – TERMINATION

This franchise may be terminated by the City, for cause, upon any of the following:

A. Violation by Franchisee of any of the applicable laws and regulations of the State of New York, County of Jefferson, or City, including any failure to obtain permits for road work, cuts, sidewalk work, etc.

B. Franchisee's failure to comply with any of the provisions of the Agreement.

SECTION XI - NO RECOURSE

A. Franchisee acknowledges and agrees that its conduit may be subject to being restricted or shut down for any number of reasons, including down time for repairs, and Franchisee agrees that it shall have no recourse against the City for damages in the event the conduit is unavailable for use.

B. Franchisee acknowledges and agrees that the risk of damage to its facilities due to casualty prohibiting the operation of Franchisee's facilities shall be borne by Franchisee, and that Franchisee shall have no claim against the City for any claims of consequential damage flowing therefrom.

C. All requests for permits are subject to approval of the City in its sole discretion, and City shall not be liable to Franchisee for any refusal to issue a permit.

D. Franchisee shall have no claims against the City as the result of any order to relocate or remove Franchisee's facilities pursuant to Section V(K) of this Agreement.

SECTION XII - VENUE AND APPLICABLE LAW

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

B. This agreement shall be construed in accordance with the laws of the State of New York.

SECTION XIII – MERGER AND SAVINGS CLAUSE

This agreement sets forth the agreement between the parties and each party acknowledges that there are no promises, agreements, conditions or understandings, either oral or written, express or implied, which are not set forth herein. The invalidity of any severable covenant, condition or provisions of this Agreement shall not serve to invalidate any other covenant, condition or provision of this Agreement, it being the intent of the parties to preserve so much of the terms of the Agreement as possible.

SECTION XIV – NOTICE AND APPROVALS

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

City:

City Manager
245 Washington Street
Watertown, New York 13601

Franchisee:

WESTELCOM NETWORK, INC.
130 Park Place
Watertown, New York 13601

B. Sections V(J), VI, and VII(B) of this Agreement require prior approvals or consents by the City. The City shall issue its decision in connection with each request for approval or consent within twenty (20) business days of Franchisee's submission of a complete application for the same.

IN WITNESS WHEREOF, the City and Franchisee have caused this Franchise to be executed by the parties and is to be effective as of April 1, 2020.

THE CITY OF WATERTOWN, NEW YORK

By: _____
Kenneth A. Mix, City Manager

WESTELCOM NETWORK, INC.

By: _____

April 14, 2020

To: The Honorable Mayor and City Council

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

Subject: Approving the Contract with Elan.3 Consulting for the Zoning Ordinance Re-Write Project

The City's current Zoning Ordinance dates to 1959 and desperately needs to be overhauled. The Zoning Ordinance has undergone numerous patchwork amendments in the decades since it was originally adopted, usually precipitated by a particular section of the code presenting an obstacle to development. In addition, use and setback regulations that reflect outdated planning concepts bring about frequent applications to the Zoning Board of Appeals, in which the board often finds itself weighing the various hardship tests against common sense.

The Zoning Ordinance Rewrite Project will completely update the Ordinance and will make it easier for residents and developers to do work in the City. Additionally, updating the Zoning will be the main tool to implement the City's recently adopted Comprehensive Plan.

The Zoning Ordinance Rewrite Project is being entirely funded with Community Development Block Grant (CDBG) funds. At its May 20, 2019 meeting, the City Council approved the 2019 CDBG Annual Action Plan which contained \$75,000 in funding for Phase I of the project. The 2020 CDBG Annual Action Plan budget also contains \$75,000 for Phase II of the project. The 2020 Annual Action Plan was recommended for approval by the City Council on March 16, 2020 and it will be officially adopted on May 4, 2020.

While the funding has been assembled in two phases, a contract has been prepared with a consultant that includes the total of both phases of the project. Staff received prior approval from HUD to include the amount as a lump sum for both phases of the contract. Phase II funds will not be drawn until an agreement is in place with HUD. CDBG funds will be used to pay for the entire project with no cost to the City.

On January 17, 2020, City Staff issued a Request for Proposals (RFP) for the project. The RFP was sent to local firms, a statewide email list of planning, engineering and consulting firms and the NYS Contract Reporter. Six (6) firms submitted proposals to the Purchasing Department, which Staff opened on February 21, 2020 at 4:00 p.m., local time.

The proposals were reviewed by staff from the City's Planning Department for compliance with the RFP. All six (6) firms provided acceptable proposals and two (2) of the firms were asked to give follow up presentations on their proposals, done via conference call in the interest of social distancing. The committee determined from those interviews that Elan.3 Consulting was the most qualified to prepare the re-write of the Zoning Ordinance.

Elan.3 Consulting has prepared the attached contract with the City for the Zoning Ordinance Rewrite Project in the amount of \$149,000 for City Council consideration. The City Attorney has reviewed the contract and has found it to be acceptable. The attached resolution approves the contract and authorizes the City Manager to execute it on behalf of the City.

RESOLUTION

Page 1 of 1

Approving the Contract with Elan.3 Consulting for the Zoning Ordinance Re-Write Project

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C. P.
- Council Member RUGGIERO, Lisa L.
- Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City’s current Zoning Ordinance dates to 1959 and desperately needs to be overhauled, and

WHEREAS the Zoning Ordinance Re-Write Project will completely update the Ordinance and will make it easier for residents and developers to do work in the City, and

WHEREAS updating the Zoning will be the main tool to implement the City’s recently adopted Comprehensive Plan, and

WHEREAS the Zoning Ordinance Re-Write Project is being entirely funded with Community Development Block Grant (CDBG) funds, and

WHEREAS on January 17, 2020 the City issued a Request for Proposals (RFP) and six (6) proposals were submitted to the City’s Purchasing Department on February 21, 2020, and

WHEREAS a proposal review committee reviewed the proposals and interviewed two firms and determined that Elan.3 Consulting was the most qualified, has the proven ability and competitive pricing to complete the plan within the project budget,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby approves the contract between Elan.3 Consulting and the City of Watertown, a copy of which is attached and made part of this resolution, to complete the Zoning Ordinance Re-Write Project for an amount not to exceed \$149,000, and

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

Seconded by

PROFESSIONAL SERVICES AGREEMENT – ELAN PLANNING, LANDSCAPE ARCHITECTURE AND ENGINEERING, D.P.C.

THIS AGREEMENT made on the 20th day of April in the year of Two Thousand and Twenty

BETWEEN:

The City of Watertown
245 Washington Street, Suite 305
Watertown, NY 13601 (hereinafter "Client")

and:

Nagle, Tatich, Cranston LLC d/b/a Elan.3 Consulting
(hereinafter "Elan")
18 Division Street, Studio 304
Saratoga Springs, NY 12866

WITNESSETH THAT:

WHEREAS, Nagle, Tatich, Cranston LLC d/b/a Elan.3 Consulting (hereinafter "Elan") has been selected to update the City of Watertown's Zoning Ordinance, as described in the issued project Request for Proposals dated February 21, 2020; and

WHEREAS, the Client is seeking to establish a relationship that will provide for a team approach to allow for the integration of data and resources from a variety of sources; and

WHEREAS, Elan has certain professional experience that qualifies it to assist the Client in this regard; and

WHEREAS, Elan's project subconsultants are: Howard Shulman MacPherson, STREAM Collaborative, and Politi Architecture.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE 1 ELAN'S SERVICES

See Attachment A Scope of Work.

ARTICLE 2 CLIENT'S RESPONSIBILITIES

§ 2.1 The Client agrees to cooperate with Elan and make available on a timely basis technical information, maps, data, and related materials that may have a direct or indirect bearing on work to be performed by Elan.

§ 2.2 The Client has designated the City Manager as the representative authorized to act on the Client's behalf with respect to the project. The Client or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by Elan in order to avoid unreasonable delay in the orderly and sequential progress of Elan's services.

PROFESSIONAL SERVICES AGREEMENT – ELAN PLANNING, LANDSCAPE ARCHITECTURE AND ENGINEERING, D.P.C.

ARTICLE 3 ELAN'S RESPONSIBILITIES

§ 3.1 Elan agrees to carry out all services in a professional manner. Elan has designated the Principal-in-Charge as the representative authorized to act on Elan's behalf with respect to the project.

ARTICLE 4 TERMINATION OR SUSPENSION

§ 4.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 4.2 If the Client fails to make payment when due Elan for services and expenses, Elan may, upon seven days' written notice to the Client, suspend performance of services under this Agreement. Unless invoiced payment amount is received by Elan within fourteen days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Elan shall have no liability to the Client for delay or damage caused the Client because of such suspension of services.

§ 4.3 In the event of termination, Elan shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 5 MISCELLANEOUS PROVISIONS

§5.1 This Agreement shall be governed by the law of New York State.

§ 5.2 The Client and Elan, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Client nor Elan shall assign this Agreement without the written consent of the other.

§ 5.3 This Agreement represents the entire and integrated agreement between the Client and Elan and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Elan

§ 5.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Elan

§ 5.5 The documents prepared by Elan shall be the property of the Client and Elan and may be used by either party for any purpose.

§ 5.6 The project completion date where Elan's services and the clients' review of project deliverable is completed shall not exceed December 2021.

ARTICLE 6 PAYMENTS TO ELAN

§ 6.1 DIRECT PERSONNEL EXPENSE is defined as the direct salaries of Elan's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and

PROFESSIONAL SERVICES AGREEMENT – ELAN PLANNING, LANDSCAPE ARCHITECTURE AND ENGINEERING, D.P.C.

benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits. The Direct Personal Expenses form the majority of the Lump Sum Fee amount.

§ 6.2 REIMBURSABLE EXPENSES are in addition to Elan's direct personal expenses and include expenditures incurred by Elan and Elan's sub-consultants in the interest of the Project for:

§ 6.2.1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Client. The reimbursement rate for mileage shall be determined by the Internal Revenue Service standard mileage rate which is currently set at \$.545 per mile for business miles. If the IRS changes the standard mileage rate, Elan will adjust this expense component accordingly;

§ 6.2.2 fees paid for securing approval of authorities having jurisdiction over the Project;

§ 6.2.3 graphic reproductions;

§ 6.2.4 shipping of documents;

§ 6.2.5 expense of additional coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by Elan and Elan's sub-consultants as stated in the attached insurance certificate.

§ 6.3 PAYMENTS ON ACCOUNT OF ELAN'S SERVICES

§ 6.3.1 Payments on account of Elan's services and for Reimbursable Expenses shall be made within 45 days upon presentation of the Elan's statement of services rendered or as otherwise provided in this Agreement.

§ 6.3.2 An initial payment as set forth in Section 7.1 is the minimum payment under this Agreement.

ARTICLE 7 BASIS OF COMPENSATION

The Client shall compensate Elan as follows:

§ 7.1 AN INITIAL PAYMENT OF Zero Dollars and Zero Cents (\$0.00) shall be made upon execution of this Agreement and credited to the Client's account at final payment.

§ 7.2 COMPENSATION FOR ELAN'S SERVICES, as described in Article 1, Elan's Services, shall be computed as follows:

A Lump Sum Fee of One Hundred Forty-Nine Thousand (\$149,000.00) for Professional Services inclusive of expenses. Should the Client seek services beyond those set forth in Article 1, an equitable revised scope of services and fee will be prepared and enacted upon mutual agreement between the Client and Elan as an amendment to this contract. Fees will be based on Elan's published rates of \$165 per hour for Principals, \$65 - \$135 per hour for staff and \$65 per hour for administration. This rate is for 2020 and is subject to change annually on January 1st.

PROFESSIONAL SERVICES AGREEMENT – ELAN PLANNING, LANDSCAPE ARCHITECTURE AND ENGINEERING, D.P.C.

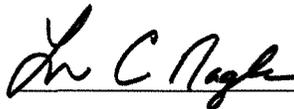
§ 7.3 PAYMENTS on account of Elan's services and for Reimbursable Expenses shall be made in accordance with § 7.5. Payment shall be based on percent complete for each work task as stated in monthly statement issued by Elan to the Client.

§ 7.4 FOR REIMBURSABLE EXPENSES, as described in Article 6, and any other items identified as Reimbursable Expenses, are included in the Lump Sum Fee amount. The Lump Sum Fee amount represents the total contracted amount to be paid to Elan for the contract including work performed by sub-contractors engaged by Elan for completion of the Work Plan.

§ 7.5 Payments are due and payable Forty Five (45) days from the issue date of Elan's invoice. Amounts unpaid Forty Five (45) days after the invoice date shall bear interest at the rate of 1.50% per annum, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of Elan

CLIENT: Kenneth A. Mix
City Manager

DATE



April 1, 2020

ELAN: Lisa Nagle, Principal

DATE

ATTACHMENT A – SCOPE OF SERVICES

The following Scope of Work builds on the tasks identified by the City of Watertown in the RFP. As the prime consultant and project manager of the planning process, Nagle, Tatich, Cranston LLC d/b/a Elan.3 Consulting (hereinafter “Elan”) will act as the point of contact between an appointed Advisory Committee, City and consulting team. Elan will play a coordinating role throughout all tasks detailed below to ensure the Elan Team meets the project timeline and your expectations.

TASK 1.0: PROJECT INITIATION MEETING

We understand that a small Steering Committee will be formed consisting of key stakeholder representatives from Watertown who will work closely with The Elan Team throughout the process. The role of the Steering Committee will be to guide development of the zoning ordinance recommendations, facilitate communication with the community and stakeholders, and build commitment and collaboration throughout the process. Elan will hold an initial meeting with the Steering Committee to include the following:

- review of the project scope and how the budget will be directed
- review project goals and objectives
- outline community engagement and participation (including stakeholder/focus group identification)
- outline time frames and deadlines
- communicate expected products
- initial brainstorming including detailed review of the Future Land Use Map as compared to existing zoning map

Task 1 Deliverables:

- Meeting summary
- Steering Committee kick-off meeting (Meeting #1)

TASK 2.0: DEVELOP PUBLIC OUTREACH STRATEGY

Community engagement is a fundamental element of successful zoning updates. The community engagement process should be designed to allow the general public and a variety of stakeholders to contribute to the understanding of the needs, issues and concerns related to rewriting the zoning ordinance. The community engagement process outlined below is intended to provide the city with the appropriate information to develop a zoning ordinance that guides new development and redevelopment initiatives while incorporating sustainable design and smart growth techniques as articulated in the Comprehensive Plan.

The following list of community engagement techniques will be reviewed and refined with City staff and the Steering Committee at the first meeting. The listing of potential stakeholders is intended as a starting point. It is

expected that at the kick-off meeting these preliminary lists will be refined with input from the Steering Committee.

2.1 Stakeholder Identification. Individual stakeholder meetings will be critical to this process. They will allow the consultant team to obtain detailed information behind differing points of view. Elan will work with the Steering Committee to establish an initial stakeholder list. It may include representation from various property owners/developers such as Mike Lundy, Brian Murray, and Steve Bradley, representatives from the hospital, Don Rutherford from the WLDC, WFD, WPD, and representatives from the Watertown City Schools and other large landowners particularly along Arsenal and Coffeen Streets.

2.2 Stakeholder and/or Focus Group Meetings. Elan will lead up to twelve Stakeholder and/or Focus Group meetings over the course of the project. The meetings will take place in two blocks that will include a full day of consecutive meetings for a total of 2 days. These will be held once in the beginning of the project and again when a draft document has been completed. These meetings are intended to uncover latent needs and issues while educating stakeholders on the process and intentions of the project.

2.3 Open Houses. Elan proposes to employ an Open House format for broad public input. As a public participation technique, an "Open House" is an informal setting that allows for one-to-one exchanges between any concerned/interested persons and the public officials and professionals involved in the project. Attendees have the opportunity to mill around, going back and forth among displays of information and materials, familiarizing themselves with the various facets of the project. The Open House is a fluid, non-threatening environment to gather quality, insightful input. An Open House is also useful in getting attendees viewpoints and perceptions communicated directly to the professionals developing the project while removing opportunities for individual public grandstanding.

This scope assumes two Open House meetings connected to key milestones: Task 3-Document Review and Issue Identification, and Task 4-Draft Zoning Ordinance and Map Recommendations. Both meetings will be approximately 6 hours in duration. Elan will provide technical background materials, visual aids, and related materials for the meeting. A tentative schedule for the Open House events will be developed in consultation with the Steering Committee.

2.4 Other Public Meetings: As part of the zoning update process there will also be meetings with the Planning Board, City Council and other City entities that will be open to the public. At these meetings, the Elan Team will present findings and provide opportunities for public comment.

Task 2 Deliverables:

- *Steering Committee Community Engagement Meeting (Meeting #2)*
- *Public Outreach Strategy Report*

TASK 3.0: DOCUMENT REVIEW AND ISSUE IDENTIFICATION

Task 3.1 Document and Zoning Review. While we have a large head start on this task, the purpose under this scope of work will be to refresh our reading and tease out detailed findings. This will be more in the

weeds than the Comprehensive Plan that was largely structure and broad overview. For this project we will need to review with a 'fine toothed comb' now that the zoning update is underway.

Task 3.2 Stakeholder/Focus Group Meetings Round 1. As described above, Elan proposes to have a series of stakeholder/focus group meetings. It is proposed that the first round of six meetings over one day occur at this stage to solicit input from identified individuals and/or groups regarding issues and concerns with the zoning ordinance and map.

Task 3.3 3-Day City Immersion. To ensure that the resulting Form-Based Code portion of the rewrite is accurate so that any new development is consistent with the character of the neighborhood/area, our team will conduct a 3-day immersion in the City. During this intense and focused visit, we will evaluate the existing neighborhoods, corridors and campus (i.e., hospital, schools, JCC) areas to evaluate variations between current regulations and the existing form of the built environment. The results of this effort will be used at the public at the first Open House as a visual preference exercise to understand the defining character or range of character that are considered desirable and worthy of permitting as of right or via site plan review or special use permit.

We will use the resulting analysis and public input to develop a draft code by calibrating the dimensional standards for each proposed Form-Based zone to align with each character zone (See Task 4). Through sketching and massing studies along with representative precedent images, we will demonstrate how future infill or new neighborhood development could occur using the proposed draft Form-Based code.

Following is a proposed agenda for the 3-Day Immersion:

- Day 1:
 - Morning organizational meeting with Steering Committee to review the Future Land Use Map and discuss the approach to evaluating various areas.
 - Mid-morning to afternoon:
 - North Side – West Main Street, Main Street, LeRay, Edmund St. property, northside neighborhoods, and the north side of the Black River
 - Team working meeting – summary and analysis
- Day 2:
 - Morning: West Side – Coffeen, Arsenal, Interstate Commercial, light industrial area and the Sand Flats neighborhood
 - Lunch
 - Afternoon: Sherman and Knickerbocker neighborhoods including the Samaritan Medical campus, Washington Street, the former Core Development site, and the single family neighborhoods
 - Team working meeting – summary and analysis
- Day 3:
 - Morning: Ohio neighborhood, downtown, and the south side of the Black River
 - Lunch
 - Afternoon: Summary meeting with the Steering Committee

Task 3.3 Public Open House #1. As described above, Elan proposes to use an open house format to solicit input in this initial phase of zoning and document analysis. Our Team will use the result from the 3-Day Immersion and present images from Watertown and other areas to obtain visual preferences from the public. The results will be used to understand the defining character or range of character that is considered desirable. The results of this open house will be shared with the Steering Committee.

We will also include ‘special places’ boards at this open house to solicit input on the desired reuse of key vacant sites. Examples include the former Core Development site, Edmund Street property, VanDuzee etc. The intent is to allow the public to weigh in on what types of uses they would like to see on that site and how they think it should relate back to the adjoining neighborhoods.

Task 3.4 Final Diagnostic Report. The final diagnostic report will take into account public, stakeholder, and Steering Committee input to refine the findings from the Comprehensive Plan. It will not only summarize zoning, sustainability, and smart growth issues identified from previous documents but also serve as a road map for the zoning ordinance rewrite based on the 3-Day Immersion findings and input from the open house.

Task 3 Deliverables:

- *Steering Committee Meetings (Meetings #3 & 4)*
- *Up to six (6) Stakeholder/Focus Group meetings over one day*
- *3-Day Immersion*
- *Community Open House #1*
- *Final Diagnostic Report*

TASK 4.0: DRAFT ZONING ORDINANCE AND ZONING MAPS UPDATES

Task 4.1 Draft Zoning Ordinance and Map Recommendations. In consultation the Steering Committee, the Elan Team will develop draft a rewrite of City’s existing Zoning Ordinance and Zoning Map. The recommendations will allow for opportunities for the incorporation of sustainable design and smart growth, as well as innovative approaches to development in an effort for the City to become a more economically viable and sustainable community.

It is expected that the Steering Committee will meet monthly with the Elan Team to review and comment on the proposed changes.

Using the diagnostic report, the first meetings will focus on a combination of the use table, map, and form-based code requirements. In our experience we find that the focusing on these primary elements is the emphasis of the rewrite and often take the most time. Once these Articles are drafted, attention can be shifted to other meaningful articles such as parking, signage, site plan review and special use permit, non-conforming uses, and any special conditions/supplemental regulations.

With STREAM Collaborative as the lead, the rewrite will incorporate diagrams, illustrations and character-defining photographs throughout the code. For example, the dimensional regulations will be

highly graphically based with representative photographs, thumbnail sketches, dimensional plan graphics and sketch up model diagrams will be included throughout the definitions where appropriate.

Task 4.2 Open House #2 – Review of Draft Recommendations. As described above, Elan proposes to use an open house format to solicit public input. The focus of open house #2 will be to share the draft zoning ordinance and map changes with the public. Results of the open house will be shared with the Steering Committee and incorporated into the draft changes as necessary. We will also have live visual preference stations consisting of images articulating various ‘forms/types’ of development by district and a computer modeling station allowing people to ‘fly through, in, and around’ special study areas such as the former Core Development site, selected waterfront areas, or areas within neighborhoods.

The open house can be organized by neighborhood as we did with the comprehensive plan in that 6-7 stations can be established with a special focus on the particular neighborhood. Each station will be staffed by a member of the Elan Team so that people can ask specific questions about their neighborhood. For example, we can have a zoomed in proposed zoning map along with a use table and proposed Form-Based Code dimensions so that someone can quickly and easily see what is allowed where and what it should look like.

Task 4.3 Stakeholder/Focus Group Meetings Round 2. In addition to the open house, the Elan Team will hold a second set of meetings with the stakeholders identified as part of Task 2. While the purpose of the first set of meetings was to solicit input on issues and opportunities, the purpose of these meetings will be for sharing draft changes.

Task 4 Deliverables:

- *Steering Committee Meeting (Meetings #5 - 10)*
- *Open House #2*
- *Stakeholder/Focus Group Meetings Round 2*
- *Draft Zoning Ordinance and Zoning Map Recommendations*

TASK 6.0: FINAL ZONING ORDINANCE AND ZONING MAPS UPDATES

The Elan Team will incorporate feedback from Open House #2 and input from the second set of stakeholders/focus groups on the draft changes to prepare the Final Draft of the Zoning Ordinance and Zoning Map. The proposed changes will be in compliance with State Law, prepared in appropriate code structure, include a master use tables, graphic illustrations, and district intents. The Elan Team will make changes to the City’s zoning map in electronic, GIS compatible format.

Task 6 Deliverables:

- *Steering Committee Meetings (Meetings #11 - 13)*
- *Final Zoning Ordinance and Zoning Map Recommendations*

TASK 7.0: SEQRA COMPLIANCE

The Elan Team will prepare and submit all necessary documentation to meet SEQRA requirements such as preparation of the Environmental Assessment Form (EAF) and the resulting outcome such as a negative declaration. The Elan Team will prepare the lead agency resolution and coordinate the designation by resolution with other potentially involved agencies as identified. The Elan Team will also prepare the documentation necessary to comply with all applicable provisions of Section 239-m and 239-nn of the General Municipal Law. Upon completion, the Elan Team will file, on behalf of the City, with the Environmental Notice Bulletin as required.

Task 7 Deliverables:

- *SEQRA Documentation: LEAF, Lead Agency Intent resolution, Lead Agency Declaration resolution, Negative Declaration resolution*
- *Coordination with all potentially involved or interested agencies*
- *Documentation for compliance with 239-m and 239-nn of the General Municipal Law*
- *Filings with the Environmental Notice Bulletin*

TASK 8.0: ADOPTION ASSISTANCE

The Elan Team will facilitate the adoption of the Final Zoning Ordinance and Zoning Map, in accordance with New York State Law, by making a presentation to the City of Watertown Planning Board for their review and recommendation. Elan will then present to the City Council at a public hearing prior to adoption. The Elan Team will prepare all necessary notices and resolutions in order for the City Council to adopt the final zoning changes. Upon adoption, a final, clean copy of the zoning ordinance and map will be submitted to the City for use and filing.

Task 8 Deliverables:

- *Steering Committee Meeting (Meeting #14)*
- *Presentation to City Planning Board*
- *Presentation to City Council at an official Public Hearing*
- *Notices and resolutions necessary for adoption*

TASK 9.0: STAFF AND BOARD TRAINING

Right after adoption the Elan Team will be available for a training session with City Staff, Planning Board and Zoning Board. This will include a presentation of the changes by the Elan Team and then an in-depth walk through of the language, graphics, and map. The intent will be to orient users of the ordinance to how Form-Based Code

can ease the development process while maintaining the built form of the various character areas throughout the city.

Task 9 Deliverables:

- *Presentation to City staff, Planning Board and Zoning Board of Appeals*
- *Trained and knowledgeable users of the ordinance recommendations*

Proposed Local Law No. 2 of 2020

April 14, 2020

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Property Tax Cap Override Legislation

In order for a municipality to adopt a budget which includes a property tax levy increase above the allowable limits as set forth in General Municipal Law §3-c (the Property Tax Cap), a local law must be adopted to override the limit. Initiating this procedure not only provides City Council with budget flexibility, it provides the public with an opportunity to be heard on the topic.

Staff is recommending a public hearing be set for Monday, May 4th at 7:30 p.m. to hear public comments.

LOCAL LAW

Page 1 of 2

A Local Law Overriding the Tax Levy Limit Established by New York General Municipal Law §3-c

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

Table with 2 columns: YEA, NAY. It contains 6 empty rows for voting.

Introduced by

A local law to override the tax levy limits established by New York General Municipal Law §3-c.

WHEREAS, the City Council of the City of Watertown desires to override the limit on the amount of real property taxes that may be levied by the City of Watertown pursuant to General Municipal Law §3-c, and to allow the City of Watertown to adopt a budget for the fiscal year beginning July 1, 2020 and ending June 30, 2021 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law §3-c; and

WHEREAS, such override is authorized by the provisions of subdivision 5 of General Municipal Law §3-c, which expressly authorizes the City Council to override the tax limit by adoption of a local law approved by a vote of at least sixty percent (60%) of the City Council.

WHEREAS a public hearing on this was held on May 4, 2020, at 7:30 p.m. in the City Council Chambers;

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF WATERTOWN, NEW YORK AS FOLLOWS:

Tax Levy Limit Override: The City Council of the City of Watertown, County of Jefferson is hereby authorized to adopt a budget for the fiscal year 2020-2021 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Severability: If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, individual, firm or corporation, or circumstance, shall be adjudicated by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

LOCAL LAW

Page 2 of 2

A Local Law Overriding the Tax Levy Limit Established by New York General Municipal Law §3-c

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Effective Date: This local law shall take effect immediately upon filing with the Secretary of State.

Seconded by

Tabled

April 15, 2020

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Establishing the Level of Service for Watertown Fire Department Heavy
Rescue Truck and EMS Calls

The attached Resolution limiting the level of service to be provided by the Fire Department in its response to support EMS calls was Tabled at the April 6, 2020, City Council Meeting.

A motion to remove the Resolution from the Table is required before Council may vote on it.

RESOLUTION

Page 1 of 2

Establishing the Level of Service for Watertown Fire Department Heavy Rescue Truck and EMS Calls

Council Member COMPO, Sarah V.
Council Member HENRY-WILKINSON, Ryan J.
Council Member ROSHIA, Jesse C. P.
Council Member RUGGIERO, Lisa L.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

Council Member Ryan J. Henry-Wilkinson

WHEREAS, the City of Watertown enjoys a full-time professional Fire Department which, among its many duties, responds to Emergency Medical Service (EMS) calls providing basic life support (BLS) services on all work shifts; and

WHEREAS, a local private ambulance service provides advanced life support (ALS) services in the City, and holds the certificate of need (issued by New York State Department of Health) to transport individuals with medical conditions; and

WHEREAS, the Watertown Fire Department provides non-transporting BLS services in support of the private ambulance service; and

WHEREAS, the Watertown Fire Department has been sending multiple units to calls for BLS services, the result of which has many times been to provide the support services which are not called for under the County’s EMS program or EMD (Emergency Medical Dispatch) guidelines; and

WHEREAS, the deployment of multiple units in those situations, while otherwise laudable, presents an unnecessary risk to the health, safety and welfare of the members of the Fire Department and of the public; and

WHEREAS, the City’s EMS response by multiple units also does not follow the standards set forth in the dispatching procedures and protocols dictated by the County’s EMS program, or is otherwise inconsistent with the County standardized EMD; and

WHEREAS, the City Council, as the elected body of the City, is responsible for establishing the level of service required of each City department, including the Watertown Fire Department in providing BLS services; now therefore be it

RESOLVED, that the Watertown Fire Department shall be limited in the level of service to be provided in its response to support EMS calls by solely dispatching its designated rescue truck to

RESOLUTION

Page 2 of 2

Establishing the Level of Service for Watertown Fire Department Heavy Rescue Truck and EMS Calls

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member ROSHIA, Jesse C. P.
- Council Member RUGGIERO, Lisa L.
- Mayor SMITH, Jeffrey M.

Total

YEA	NAY

medical calls, as dispatched by Jefferson County EMD program, and consistent with EMD standards, even if multiple medicals occur at the same time. The City Fire Department shall otherwise respond with additional units or the closest unit for the following events:

- a. Pedestrian/vehicle accidents;
- b. Motor vehicle accidents;
- c. Person not breathing;
- d. CPR is in progress/Cardiac Arrest; and
- e. When specifically requested by the City’s Advanced Life Support (“ALS”) provider and holder of the certificate of need, Guilfoyle Ambulance Service; and be it further

RESOLVED that the Watertown City Manager shall instruct the County’s Office of Fire and Emergency Management to only deploy the City’s heavy rescue truck in the above circumstances or where the Watertown Fire Department’s “BLS” services are otherwise necessary, being guided by the programmed EMS guide contained in the County’s EMD Dispatch System.

Seconded by Council Member Sarah V. Compo

April 14, 2020

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Public Hearings for 2020-21 Operating Budgets and 2020-21 through 2024-25 Capital Budget

As part of the Budget review process, the City provides the public with an opportunity to voice their opinions about the Proposed Budgets, both Operating and Capital. Staff is recommending that the City Council make a motion to set Public Hearings on the Proposed Budgets as follows:

Monday, May 4, 2020

7:30 p.m. Fiscal Year 2020-21 Operating Budgets

7:30 p.m. Fiscal Year 2020-21 through 2024-25 Capital Budget

April 14, 2020

To: The Honorable Mayor and City Council
 From: James E. Mills, City Comptroller
 Subject: Sales Tax Revenue – March 2020

Sales tax revenue was up \$330,470 or 23.27% compared to last March. In comparison to the original budget projection for the month, sales tax was up \$289,479 or 19.81%. The year-to-date actual receipts are up \$857,135 or 6.83%, while the year-to-date receipts on a budget basis are up \$470,414 or 3.28%.

The State withheld \$314,650 from November's sales tax distribution to the County to cover its \$490,677 of AIM related payments to Jefferson County towns and villages that were initially cut in the State's FY 2020 Budget. Therefore the, the City was shorted \$75,516 to fund the State's AIM payments. An additional \$176,027 (City share = \$42,246) will be withheld from the May 2020 sales tax distribution.

	Actual 2016-17	Actual 2017-18	Actual 2018-19	Actual 2019-20	Variance	Monthly % Inc/(Dec)to Prior Year	Quarterly % Inc/(Dec)to Prior Year
July	\$ 1,536,214	\$ 1,573,554	\$ 1,606,413	\$ 1,763,856	\$ 157,443	9.80%	
August	\$ 1,435,666	\$ 1,498,230	\$ 1,573,047	\$ 1,763,893	\$ 190,846	12.13%	
September	\$ 1,982,777	\$ 1,918,505	\$ 2,226,468	\$ 2,129,882	\$ (96,586)	(4.34%)	4.66%
October	\$ 1,295,166	\$ 1,381,534	\$ 1,423,970	\$ 1,499,868	\$ 75,898	5.33%	
November	\$ 1,355,551	\$ 1,435,650	\$ 1,466,279	\$ 1,410,364	\$ (55,915)	(3.81%)	
December	\$ 1,752,250	\$ 1,754,106	\$ 1,718,512	\$ 1,868,004	\$ 149,492	8.70%	3.68%
January	\$ 1,363,372	\$ 1,360,442	\$ 1,384,533	\$ 1,436,294	\$ 51,760	3.74%	
February	\$ 1,087,663	\$ 1,163,558	\$ 1,149,846	\$ 1,203,572	\$ 53,726	4.67%	
March	\$ 1,548,314	\$ 1,511,911	\$ 1,420,276	\$ 1,750,746	\$ 330,470	23.27%	11.02%
April	\$ 1,313,100	\$ 1,392,815	\$ 1,410,924	\$ -	\$ -		
May	\$ 1,325,536	\$ 1,383,659	\$ 1,501,095	\$ -	\$ -		
June	<u>\$ 1,821,198</u>	<u>\$ 2,051,011</u>	<u>\$ 1,864,710</u>	<u>\$ -</u>	<u>\$ -</u>		
YTD	<u>\$ 17,816,807</u>	<u>\$ 18,424,974</u>	<u>\$ 18,746,071</u>	<u>\$ 14,826,479</u>	<u>\$ 857,135</u>	<u>6.83%</u>	

	Original Budget 2019-20	Actual 2019-20	Variance	%	%
July	\$ 1,650,196	\$ 1,763,856	\$ 113,660	6.89%	
August	\$ 1,616,330	\$ 1,763,893	\$ 147,563	9.13%	
September	\$ 2,279,552	\$ 2,129,882	\$ (149,670)	(6.57%)	2.01%
October	\$ 1,465,016	\$ 1,499,868	\$ 34,852	2.38%	
November	\$ 1,507,960	\$ 1,410,364	\$ (97,596)	(6.47%)	
December	\$ 1,763,976	\$ 1,868,004	\$ 104,028	5.90%	0.87%
January	\$ 1,424,988	\$ 1,436,294	\$ 11,306	0.79%	
February	\$ 1,186,780	\$ 1,203,572	\$ 16,792	1.41%	
March	\$ 1,461,267	\$ 1,750,746	\$ 289,479	19.81%	7.80%
April	\$ 1,433,395	\$ -	\$ -		
May	\$ 1,424,101	\$ -	\$ -		
June	<u>\$ 2,101,439</u>	<u>\$ -</u>	<u>\$ -</u>		
YTD	<u>\$ 19,315,000</u>	<u>\$ 14,826,479</u>	<u>\$ 470,414</u>	<u>3.28%</u>	

April 14, 2020

To: The Honorable Mayor and City Council
 From: James E. Mills, City Comptroller
 Subject: Sale of Surplus Hydro-electricity – March 2020

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last March, the sale of surplus hydro-electric power on an actual to actual basis was up \$342,412 or 84.86%. In comparison to the budget projection for the month, revenue was up \$306,931 or 69.92%. The year-to-date actual revenue is up \$883,369 or 42.40%, while the year-to-date revenue on a budget basis is up \$657,521 or 28.47%. The hydro-electric facility was planned to be shut down in August and September for planned capital improvements. It was shut down in late October – early November for the installation of the excitation system.

	<u>Actual</u> <u>2016-17</u>	<u>Actual</u> <u>2017-18</u>	<u>Actual</u> <u>2018-19</u>	<u>Actual</u> <u>2019-20</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 73,815	\$ 644,519	\$ 4,063	\$ 265,466	\$ 261,402	6,433.13%
August	\$ 278,611	\$ 308,911	\$ 1,201	\$ 13,330	\$ 12,129	1,009.80%
September	\$ 22,118	\$ 129,629	\$ 46,149	\$ 125,102	\$ 78,953	171.08%
October	\$ 208,586	\$ 219,082	\$ 323,260	\$ 222,218	(\$101,043)	(31.26%)
November	\$ 396,753	\$ 610,656	\$ 572,955	\$ 554,930	(\$ 18,025)	(3.15%)
December	\$ 470,259	\$ 332,344	\$ 249,645	\$ 406,126	\$ 156,482	62.68%
January	\$ 481,938	\$ 243,768	\$ 171,405	\$ 416,391	\$ 244,985	142.93%
February	\$ 325,684	\$ 353,929	\$ 311,149	\$ 217,222	(\$ 93,927)	(30.19%)
March	\$ 418,328	\$ 587,558	\$ 403,524	\$ 745,936	\$ 342,412	84.86%
April	\$ 688,018	\$ 728,661	\$ 673,362			
May	\$ 711,278	\$ 584,892	\$ 809,967			
June	\$ 681,514	\$ 59,631	\$ 787,591			
YTD	<u>\$4,756,903</u>	<u>\$4,803,579</u>	<u>\$4,354,270</u>	<u>\$2,966,720</u>	<u>\$ 883,369</u>	<u>42.40%</u>

	<u>Original</u> <u>Budget</u> <u>2019-20</u>	<u>Actual</u> <u>2019-20</u>	<u>Variance</u>	<u>%</u>
July	\$ 34,564	\$ 265,466	\$ 230,902	668.04%
August	\$ -	\$ 13,330	\$ 13,330	N/A
September	\$ -	\$ 125,102	\$ 125,102	N/A
October	\$ 344,902	\$ 222,218	(\$122,684)	(35.57%)
November	\$ 491,694	\$ 554,930	\$ 63,236	12.86%
December	\$ 419,771	\$ 406,126	(\$ 13,645)	(3.25%)
January	\$ 314,882	\$ 416,391	\$ 101,509	32.24%
February	\$ 264,381	\$ 217,222	(\$ 47,159)	(17.84%)
March	\$ 439,005	\$ 745,936	\$ 306,931	69.92%
April	\$ 657,489			
May	\$ 591,362			
June	<u>\$ 338,950</u>			
YTD	<u>3,897,000</u>	<u>\$2,966,720</u>	<u>\$ 657,521</u>	<u>28.47%</u>