

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, December 3, 2018

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, December 3, 2018, 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 Waiver of Fees for Events at Watertown Municipal Arena
- Resolution No. 2 - Establishing 2019 County Tax Rate
- Resolution No. 3 - Approving the 2018 Youth and Young Adult Employment Training Program Contract Between the City of Watertown and the Jefferson-Lewis Local Workforce Development Area
- Resolution No. 4 - Accepting Change Order and Closeout for Factory Street Reconstruction Project, CCI Companies, Inc.
- Resolution No. 5 - Approving Administrative Services Agreement By and Between UMR and the City of Watertown Self-Funded Health Insurance Program
- Resolution No. 6 - Approving Pharmacy Services Agreement By and Between ProAct and The City of Watertown Self-Funded Health Insurance Program
- Resolution No. 7 - Approving Plan Service Agreement for Administration of Section 125 Plan, Benefit Services Group

Resolution No. 8 - Designation of Official Newspaper

Resolution No. 9 - Approving Online Auction Contract,
Auctions International, Inc.

Resolution No. 10 - Authorizing the Sale of Various Surplus Equipment

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Board and Commission Appointments

NEW BUSINESS

EXECUTIVE SESSION

1. To Discuss Collective Bargaining.
2. To Discuss Proposed, Pending or Current Litigation.

WORK SESSION

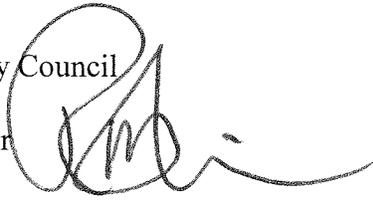
Next Work Session is scheduled for Monday, December 10, 2018, at 7:00 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
NOVEMBER 19, 2018.**

Res No. 1

November 26, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Waiving the Fees for Special Events at the Municipal Arena

At the November 19, 2018 City Council Meeting, there was discussion and support to waive the admission fee and skate rental fee for the Skate With Santa event on December 15, 2018 for those who bring a toy to donate to Operation Christmas Kids to be donated to the Urban Mission.

In addition, there was discussion and support to waive the fees for admission and skate rental for the Snowtown USA 2019 Public Skating Events in January 2019 for those who bring supplies to be donated to Hospice of Jefferson County.

The attached resolution for Council consideration waives those fees for these special events at the Municipal Arena.

RESOLUTION

Page 1 of 1

Approving Waiver of Fees for Events at Watertown Municipal Arena

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, will waive the admission and skate rental fees at the “Skate With Santa” event scheduled for December 15, 2018, at the Municipal Arena for those individuals presenting a gift for Operation Christmas Kids to be donated to the Urban Mission, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown, New York, will waive the admission and skate rental fees for the Snowtown USA 2019 Public Skating Events in January 2019 for those who bring supplies to be donated to Hospice of Jefferson County.

Seconded by



**CITY OF WATERTOWN, NEW YORK
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena
600 William T. Field Drive
Watertown, New York 13601
parksrec@watertown-ny.gov
Phone (315) 785-7775 • Fax (315) 785-7776



ERIN E. GARDNER
Superintendent

Date: November 1, 2018
To: Rick Finn, City Manager
From: Erin E. Gardner, Superintendent of Parks & Recreation
Subject: Public Skating Admission and Rental Waiver for Special Events at the Municipal Arena

The Parks & Recreation Department is requesting permission to waive the admission fee and the skate rental fee to those who bring a toy to donate to the "Toys for Tots" program during our Skate with Santa event on December 15, 2018.

We are also requesting to waive the admission fee and the skate rental fee to those who bring supplies to be donated Hospice of Jefferson County for the Snowtown USA 2019 public skate session in January, 2019.

We feel that this would be an excellent way for the City to give back to the community. I will be present at the meeting to answer any questions that may arise.

ACTION: City Manager recommends approval.

November 26, 2018

To: Richard M. Finn, City Manager
 From: James E. Mills, City Comptroller
 Subject: Proposed County Tax Rate for 2019

By resolution adopted November 13, 2018, the Jefferson County Board of Legislators apportioned the share of the 2019 County tax to be levied on the real property within the City. The City’s share of the 2019 County tax is \$8,231,418.20. A comparison of the amount required for County tax purposes for the years 2015 through 2019 is shown below:

	<u>City Share of County Tax Levy</u>	<u>Increase / Decrease</u>	<u>Percentage Change</u>	<u>Tax Rate Per \$1,000</u>	<u>Increase/ Decrease</u>	<u>Percentage Change</u>
2019	\$ 8,231,418	(\$ 102,869)	(1.23%)	\$7.610477	(\$ 0.15)	(1.96%)
2018	\$ 8,334,287	\$ 203,739	2.51%	\$7.763007	\$ 0.15	2.00%
2017	\$ 8,130,548	(\$ 121,743)	(1.48%)	\$7.611004	(\$ 0.30)	(3.38%)
2016	\$ 8,252,291	\$ 316,104	3.98%	\$7.914238	\$ 0.28	3.73%
2015	\$ 7,936,187	\$ 214,405	2.78%	\$7.629495	\$ 0.17	2.25%
2014	\$ 7,721,782	\$ 309,658	4.18%	\$7.461923	\$ 0.25	3.41%

The 2019 County tax rate calculates to \$7.610477 per \$1,000 of assessed valuation which represents a 1.96% decrease compared to the 2018 County tax rate of \$7.763007. The 2019 County taxable assessed values total \$1,080,242,933 compared to \$1,072,011,844 from the 2018 assessment roll. A resolution has been prepared for City Council consideration to approve the 2019 County tax rate.

ACTION: City Manager recommends approval.



RESOLUTION

Page 1 of 1

Establishing 2019 County Tax Rate

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the Board of Legislators of the County of Jefferson, by resolution dated November 13, 2018, and in accordance with New York State Real Property Tax Law Article 9 Section 904 has certified to the City that the contribution of the City of Watertown to the taxes of the County of Jefferson for the Fiscal Year beginning January 1, 2019 is \$8,231,418.20,

NOW THEREFORE BE IT RESOLVED that this Council shall and hereby does levy the said aggregate amount of taxes of \$8,231,418.20, so ascertained and directed and to be certified to the City and to be extended on the Assessment Rolls by the City Assessor, as provided by Section 115 of the City Charter, and

BE IT FURTHER RESOLVED that the City does hereby levy a total fee of \$8,231,418.20 to be collected at a rate of \$7.610477 per \$1,000 of assessed valuation, of which County tax levy is \$8,221,164.00 and includes \$10,255.18 in omitted taxes.

Seconded by

JEFFERSON COUNTY BOARD OF LEGISLATORS

Resolution No. 210

Certification of Taxes to the City of Watertown

By Legislator: Daniel R. McBride

Resolved, That the Clerk of the Board be and is hereby authorized and directed to certify to the Clerk and the Assessor of the City of Watertown, the apportioned share of the 2019 County Tax to be levied on real property within the City as follows:

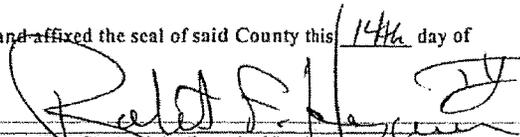
County Tax \$8,231,418.20

Seconded by Legislator: Allen T. Drake

State of New York)
) ss.:
County of Jefferson)

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. 210 of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the 13th day of November, 20 18 and that the same is a true and correct copy of such Resolution and the whole thereof.

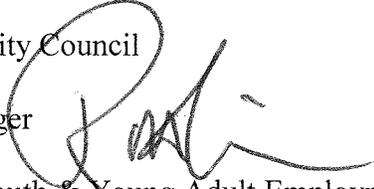
In testimony whereof, I have hereunto set my hand and affixed the seal of said County this 14th day of November, 20 18.


Clerk of the Board of Legislators

Res No. 3

November 26, 2018

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager 

Subject: Approving the 2018-2019 Youth & Young Adult Employment Training Program Contract Between the City of Watertown and the Jefferson-Lewis Workforce Development Area

The City of Watertown Code Enforcement Office has received approval for one (1) training position under the 2018-2019 Youth & Young Adult Employment Training Program. The Jefferson County Department of Employment and Training will be the employer and, as such, will pay the wages and fringe benefits of the youth employed under this program.

The one position will be assigned to the department as follows:

Code Enforcement	1 position
(Clerical Aide)	

A copy of the Agreement between the City and the Jefferson-Lewis Workforce Development Area is attached for City Council review. A resolution has been prepared for City Council consideration that authorizes the City's participation in the 2018-2019 Youth & Young Adult Employment and Training Program.

RESOLUTION

Page 1 of 1

Approving the 2018 Youth and Young Adult Employment Training Program Contract Between the City of Watertown and the Jefferson-Lewis Local Workforce Development Area

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the Jefferson County Department of Employment and Training and the Jefferson-Lewis Local Workforce Development Area has allocated to the City of Watertown one (1) funded training position under the Youth & Young Adult Employment Training Program, and

WHEREAS various departments of the City of Watertown can provide training opportunities for young people of the community, and

WHEREAS the City and Jefferson County Department of Employment and Training have cooperated in past years with this same program,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the City's participation in the 2018-2019 Youth & Young Adult Employment Training Program, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Youth & Young Adult Employment Training Program Contract on behalf of the City of Watertown.

Seconded by

YOUTH & YOUNG ADULT EMPLOYMENT TRAINING PROGRAM

CONTRACT

Between the following parties:

Jefferson-Lewis Workforce Development Area
(hereinafter referred to as **EMPLOYER**)

AND

City of Watertown
Code Enforcement Department
245 Washington St.
Watertown, NY 13601

(hereinafter referred to as **WORKSITE**)

In return for the **WORKSITE** providing work experience in a manner consistent with the terms and conditions herein contained, the **WORKFORCE DEVELOPMENT AREA** will pay the wages and fringe benefits of such employed youth. This agreement can be modified only by another written agreement if circumstances warrant.

CONTRACT PERIOD: 11/26/18 – 1/31/19

NAME OF TRAINEE: Pearl Bryant

NUMBER OF WEEKS: 9

WAGE PER HOUR: \$10.40/hr. (\$11.10/hr. effective 12/31/18)

HOURS PER WEEK: Up to 40

FUNDING: WIOA OSY

**FOR THE WORKFORCE DEVELOPMENT
AREA**

FOR THE WORKSITE

Signature

Signature

CHERYL A. MAYFORTH, DIRECTOR
Typed Name and Title

RICHARD FINN, CITY MANAGER
Typed Name and Title

The **WORKSITE** will comply with the requirements of the **Workforce Innovation and Opportunity Act of 2014 (WIOA)** and the regulations and policies promulgated thereunder.

These requirements include, but are not limited to the following matters:

The **WORKSITE** must:

1. Permit participants to begin work only with prior approval from the **WORKFORCE DEVELOPMENT AREA**.
2. Inform participants of supervisor's name, role, and responsibilities and provide youth the opportunity to relate any problems that might arise.
3. Provide contingency plan for inclement weather when Worksites are outdoors.
4. Notify the **WORKFORCE DEVELOPMENT AREA** within 24 hours of any accidents, special situations, or unusual occurrences.
5. Evaluate each participant with regard to performance as agreed upon by the **WORKFORCE DEVELOPMENT AREA**.
6. Avoid personal and organizational conflict of interest.
7. Avoid paying or receiving kickbacks.
8. Maintain accurate financial and statistical records that are easily traceable to source documents.
9. Prohibit the charging of a fee to a participant for the referral to a job or placement in a job.
10. Avoid nepotism.
11. Avoid political patronage, lobbying or political activities.
12. Avoid involvement with religious or anti-religious activities.
13. Avoid prompting or opposing unionization and avoid employment of a participant in a place involved in a work stoppage.
14. Avoid Maintenance of Effort, meaning that no funds will be used to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act.
15. Avoid the theft or embezzlement of WIOA funds, improper inducement for employment or contracts, and obstruction of investigation under the Act, its regulations or local policies.
16. Maintain sufficient, auditable and adequate records which support all expenditures under the Act for a period of not less than 3 years after the close of the grant of funds.

17. Recognize the **WORKFORCE DEVELOPMENT AREA'S** mandated obligation to review and monitor any and all worksite activity, and program related records on a regular basis. Therefore, the **WORKSITE** will allow the **WORKFORCE DEVELOPMENT AREA** to have unrestricted access to program related forms or documents whether or not they are **WORKFORCE DEVELOPMENT AREA** forms or **WORKSITE** forms of any source or nature; and the unrestricted right to review worksite activity, with or without prior notification. Furthermore, the **WORKFORCE DEVELOPMENT AREA** has the right to make inquiries to and procure information from **WORKSITE** non-WIOA and WIOA employees for the purpose of monitoring and evaluating program operation.
18. Recognize the **WORKFORCE DEVELOPMENT AREA'S** mandated obligation to have sole control over the intake, eligibility determination and verification of all participants under this contract.
19. Recognize the **WORKFORCE DEVELOPMENT AREA'S** mandated obligation to provide counseling services for all participants so as to improve their employability. To meet this requirement, the **WORKSITE** will allow private consultation and unrestricted observation of participants during participant working hours by counselors. As part of the effort to improve employability to participants, it may be necessary from time to time to allow participants time off during working hours, for a length of time decided by the **WORKFORCE DEVELOPMENT AREA** for workshops, assessment, training, job searches or other related activities. These activities will be permitted and encouraged by the **WORKSITE**. The **WORKFORCE DEVELOPMENT AREA** will also ensure that each participant has proper working papers, if required.
20. Recognize the **WORKFORCE DEVELOPMENT AREA'S** requirement to provide remediation to all program enrollees found deficient in educational skill areas (i.e.-math, reading), as determined by the **WORKFORCE DEVELOPMENT AREA**. As part of the mandate to provide remediation, the **WORKSITE** shall encourage/promote the attendance of youth at the scheduled classes, and not permit the youth to work when he/she should be attending class. Should the youth attend work instead of class, this will be considered as an absence, and not subject to payment of wages for the unauthorized attendance at the worksite. As such, potential liability coverage for the unauthorized attendance and wages may not be allowable under existing workman's compensation coverage provided to program enrollees, thereby making the worksite liable in a case of on-site injury during unauthorized work time.
21. Recognize that the government, all levels, is committed to carry out Affirmative Action to assure equal employment opportunities for all individuals in the labor force.

The County of Jefferson has a commitment to the spirit and intent of Affirmative Action in the operation of the WIOA program. The policy of the United States government on Affirmative Action will be employed in the Jefferson County WIOA program and is stated as follows:

"No person in the United States shall, on the grounds of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment if the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Act."

The Jefferson County Department of Employment and Training (The WorkPlace) will require all agencies participating in the WIOA program to comply with the intent of Affirmative Action.

22. Recognize that the **WORKFORCE DEVELOPMENT AREA** has full responsibility and authority to operate the complaint and grievance procedures. The grievance procedure will be utilized for any complaint procedure alleging a violation of the Act, regulations, grant, or any other agreement under the Act.
23. Recognize that the **WORKFORCE DEVELOPMENT AREA** shall determine participant time limitation for activities on this program. The **WORKSITE** will immediately inform the **WORKFORCE DEVELOPMENT AREA** of discretionary leaves of absences that might affect participant time limitations. Such leaves of absences are subject to the approval of the **WORKFORCE DEVELOPMENT AREA**.
24. Conform to the policies of the **WORKFORCE DEVELOPMENT AREA**, which is responsible for implementation of the federal job training regulations and other state policies which the **WORKFORCE DEVELOPMENT AREA** may be required or may at its discretion put into effect.
25. Permit the **WORKFORCE DEVELOPMENT AREA** to issue press releases regarding WIOA activities when in the **WORKFORCE DEVELOPMENT AREA**'s sole discretion it is advisable. The **WORKSITE** must consult with and receive **WORKFORCE DEVELOPMENT AREA**'s approval prior to the issuance of press releases on any activity involving WIOA participants.
26. Notify the **WORKFORCE DEVELOPMENT AREA** immediately of any change in participant's status.
27. Provide adequate on-site supervision for each participant which means that there will be at least one supervisor for every five participants and that a substitute supervisor will be available during the absence of the regular supervisor.
28. Provide sufficient work to occupy participants during working hours including adequate equipment and materials for participants to perform those duties.
29. Provide a safe and healthy working environment and adhere to the provisions of the state child labor laws and applicable federal rules and laws.
30. Provide potential supervisors with sufficient time in order that all immediate worksite supervisor(s) receive orientation as to their duties and responsibilities to the Youth and Young Adult Employment Training Program.
31. Comply with the **WORKFORCE DEVELOPMENT AREA** policy concerning the completion of time sheets and the reporting of attendance as has been detailed by the initial worksite interview and work supervisor orientation. This includes, but is not limited to, the assurance that participants will not be paid for unexcused absences, unworked hours or for solely recreational activities.
32. By signing this contract, the **WORKSITE** certifies the participants of the Youth and Young Adult Employment Training Program is not displacing any currently employed worker, and no individuals are on layoff status from the same job title or substantially equivalent job task which a participant shall be employed in. This also certifies the **WORKSITE** has not terminated the

employment of any regular employee or otherwise reduced the size of the agency workforce for the purpose of filling the vacancy created by hiring a participant.

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33. Recognize the **WORKFORCE DEVELOPMENT AREA**'s requirement to provide orientation to participants on program purposes, policies, and procedures.
34. Recognize the **WORKFORCE DEVELOPMENT AREA**'s requirement to provide the **WORKSITE** with instructions and procedure forms.
35. Recognize the **WORKFORCE DEVELOPMENT AREA**'s requirement to provide Labor Market Orientation, Career Exposure Activities, Counseling, and Supportive Services to the participant.
36. Recognize the **WORKFORCE DEVELOPMENT AREA** is to be considered the employer and provide workman's compensation, social security, federal and state income tax. Payroll checks will be mailed on a bi-weekly basis.
37. Recognize that the performance of work under this contract may be terminated by the **WORKFORCE DEVELOPMENT AREA** when, for any reason, it is determined that such termination is in the best interest of the program or when it has been determined that the **WORKSITE** has failed to provide any of the services specified or to comply with any of the provisions contained in the contract. The contract is contingent upon the availability of funding from the New York State Department of Labor. In the event such funding is terminated, the **WORKFORCE DEVELOPMENT AREA** reserves the right to terminate this contract prior to the scheduled determination date.
38. Recognize that trainees will not be terminated without prior notice to the trainee and the **WORKFORCE DEVELOPMENT AREA**, with reasonable opportunity for correction or improvement of performance. This may include, but is not limited to, sub-standard or unsatisfactory progress or conduct.
39. Agree to maintain the confidentiality of any information regarding workers and/or applicants or their families, which may be obtained through application form, interviews, tests, reports from public agencies or counselors, or any other source.

40. Signing of this contract certifies agency compliance with Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's Responsibilities, published as Part VII of the May 26, 1988 Federal Register.

Executive Order 12549 states:

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

*Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

*Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

*Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated the above paragraphs of this certification; and

*Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

Complete instructions for certification regarding debarment, suspension, and other responsibility matters are available through the Jefferson County Department of Employment and Training (The Workplace).

41. The **WORKSITE** certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Employer's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the work place;
 - ii. The Employer's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug violations occurring in the work place;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later five calendar days after such conviction;

- (e) Notify the Jefferson County Department of Employment and Training in writing, within ten calendar days after receiving notice under paragraph (d)(ii.) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;

- (f) Taking one of the following action within 30 calendar days of receiving notice under paragraph (d)(ii.), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- (g) Making a good faith effort to continue to maintain a drug-free work place through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Res No. 4

November 27, 2018

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager 

Subject: Change Order and Closeout for Factory Street Reconstruction Project, CCI Companies, Inc.

On May 18, 2015, City Council approved the bid for the Factory Street Reconstruction Project from CCI Companies, Inc., for a total bid award of \$8,783,851.43. Construction and final punchlist items are now complete on this project. Change Orders Nos. 1-3 were covered in the Field Change Payment line item. On July 5, 2016, City Council approved Change Order No. 4 in the amount of \$567,717.21. On December 19, 2016, City Council approved Change Order No. 5 in the amount of \$614,536.08 and Change Order No. 6 was for a decrease in the amount of \$375,419.46.

As detailed in City Engineer Justin L. Wood's attached report, Change Order No. 7 has now been submitted in the amount of \$2,695.50, bringing the total contract amount to \$9,593,380.76. There is a sufficient amount in the contingency of the Bond Ordinance approved by City Council at the December 19, 2016 meeting to cover this final Change Order.

A resolution for Council consideration is attached.

RESOLUTION

Page 1 of 1

Accepting Change Order and Closeout for
Factory Street Reconstruction Project,
CCI Companies, Inc.

Introduced by

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

WHEREAS on May 18, 2015, City Council accepted the bid from CCI Companies, Inc. in the amount of \$8,783,851.43 for the Factory Street Reconstruction Project, per our specifications , and

WHEREAS Change Orders Nos. 1-3 were covered in the Field Change Payment line item, and

WHEREAS on July 5 2016, City Council approved Change Order No. 4 in the amount of \$567,717.21, and

WHEREAS on December 19, 2016, City Council approved Changer Order No. 5 in the amount of \$614,536.08 and subsequently Change Order No. 6 for a decrease of \$375,419.46, and

WHEREAS CCI Companies, Inc., has now submitted Change Order No. 7 and Closeout in the amount of \$2,695.50, bringing the total contract amount to \$9,593,380.76,

NOW THEREFORE BE IT RESOLVED by the City Council that it hereby accepts Change Order No. 7 as the final closeout submitted by CCI Companies, Inc., in the amount of \$2,695.50 for the Factory Street Reconstruction Project, bringing the total amount to \$9,593,380.76, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all documents necessary to accept Change Order No. 7 and final closeout on behalf of the City.

Seconded by



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: November 21, 2018

TO: Richard Finn, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Factory Street Reconstruction – Change Order and Closeout

The Factory Street Reconstruction Project was awarded to CCI Companies, Inc. (CCI) of Canastota, NY, by City Council on May 18, 2015, in the amount of \$8,783,851.43. Construction and final punchlist items were complete in the winter of 2018. Accounting of over/under runs results in a **final change order increase of \$2,695.50**. This brings the total contract value to \$9,593,380.76, which remains less than the originally projected cost of \$10.27 Million.

Please prepare a resolution for Council consideration and approval.

cc: James Mills, City Comptroller

Factory Street Reconstruction
 PIN 7753.15 LD032467
 City of Watertown, Jefferson County, NY



Engineers • Environmental Scientists • Planners • Landscape Architects

Sponsor: City of Watertown
 Inspection: Barton and Loguidice, D.P.C.
 Contractor: CCI Companies, Inc.

	Highway Share					City Share					Total Cost
	1.1A GF Street	1.2A GF SW	1.3A GF Storm	1.4A GF Water	1.5A GF Sewer	2.1L Street	2.2L SW	2.3L Storm	2.4L Water	2.5L Sewer	
Awarded Project Amount	\$ 3,817,265.83	\$ 643,007.50	\$ 1,438,445.50	\$ 936,539.00	\$ 23,100.00	\$ 391,331.60	\$ 50,830.00	\$ -	\$ 370,813.00	\$ 1,112,519.00	\$ 8,783,851.43
Change Order #1	\$ (4,767.00)	\$ -	\$ -	\$ 294.00	\$ -	\$ (1,059.00)	\$ -	\$ -	\$ 5,532.00	\$ -	\$ -
Change Order #2	\$ (39,023.14)	\$ 6,200.00	\$ (78,300.00)	\$ 111,121.14	\$ -	\$ (13,269.21)	\$ -	\$ -	\$ 13,269.21	\$ -	\$ -
Change Order #3	\$ (38,447.69)	\$ -	\$ -	\$ 38,447.69	\$ -	\$ (2,709.40)	\$ -	\$ -	\$ 2,709.40	\$ -	\$ -
Change Order #4	\$ 180,208.50	\$ 4,019.58	\$ 47,503.79	\$ 105,945.26	\$ 25,546.28	\$ 48,143.21	\$ -	\$ -	\$ 131,815.10	\$ 24,535.49	\$ 567,717.21
Change Order #5	\$ 418,971.36	\$ 14,399.53	\$ 157,841.52	\$ 21,385.71	\$ 5,344.00	\$ 33,983.80	\$ (4,000.00)	\$ 44,012.22	\$ 16,401.47	\$ (93,803.53)	\$ 614,536.08
Change Order #6	\$ (103,826.16)	\$ 17,674.34	\$ 40,809.08	\$ (73,988.89)	\$ 6,350.00	\$ (212,465.62)	\$ (14,173.97)	\$ 1,820.44	\$ (9,018.55)	\$ (28,600.13)	\$ (375,419.46)
Change Order #7	\$ -	\$ 2,695.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,695.50
Amended Contract Amount	\$ 4,230,383.70	\$ 687,996.45	\$ 1,606,299.89	\$ 1,139,743.91	\$ 60,340.28	\$ 243,955.38	\$ 32,656.03	\$ 45,832.66	\$ 531,521.63	\$ 1,014,650.83	\$ 9,593,380.76
Awarded Item 697.03 FCP	\$ 282,487.38					\$ 152,109.00					\$ 434,596.38
FCP Reduction CO#1	\$ (4,767.00)					\$ (1,059.00)					\$ (5,826.00)
FCP Reduction CO#2	\$ (105,595.89)					\$ (13,269.21)					\$ (118,865.10)
FCP Reduction CO#3	\$ (38,447.69)					\$ (2,709.40)					\$ (41,157.09)
FCP Reduction CO#6	\$ (133,676.80)					\$ (135,071.39)					\$ (268,748.19)
Item 697.03 FCP Remaining	\$ -					\$ -					\$ -



Barton & Loguidice, D.P.C.

Change Order Details

775315

Description: Factory Street (NYS Route 283) Reconstruction;
 Mill Street to Huntington Street
 PIN 7753.15 LD032467
 City of Watertown, Jefferson County, NY

Sponsor: City of Watertown
 Inspection: Barton and Loguidice, D.P.C.
 Contractor: CCI Companies, Inc.

Change Order: 7 **Date Created:** 08/08/2018
Status: Pending Approval **Date Approved:**
Type: Item Reconcile
Summary: Final

Change Order Description:

Awarded Project Amount: \$8,783,851.43
Authorized Project Amount: \$9,590,685.27
Change Order Amount: \$2,695.50
Revised Project Amount: \$9,593,380.77

Increases/Decreases

Line Number	Item	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
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Section: 1 - Default Section

1320	608.12 E SY		\$150.000	1,171.13	\$175,669.50	17.97	\$2,695.50	1,189.10	\$178,365.00
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PRECAST CONCRETE BLOCK PAVED SIDEWALKS AND DRIVEWAYS (GRANUL AR MATERIAL SETTING BED)
 Reason: Additional Quantity Required Based on Actual Field Measurements.

Funding Details

1.2A GF Sidewalk	1,171.13	\$175,669.50	17.97	\$2,695.50	1,189.10	\$178,365.00
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(1 Item)	Totals			\$175,669.50		\$2,695.50		\$178,365.00
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Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Amount	Revised Amount
1.1A GF Street	\$3,817,265.83	\$4,230,383.70	\$0.00	\$4,230,383.70
1.2A GF Sidewalk	\$643,007.50	\$685,300.95	+\$2,695.50	\$687,996.45
1.3A GF-Storm	\$1,438,445.50	\$1,606,299.89	\$0.00	\$1,606,299.89
1.4A GF-Water	\$936,539.00	\$1,139,743.91	\$0.00	\$1,139,743.91

Res No. 5

November 20, 2018

To: Richard M. Finn, City Manger
Fr: Christine Parks, Benefits Administrator
Subject: Approving Third Party Health Insurance Administrator – UMR

In February, myself and the health insurance committee met with our broker, Anchor Group, to began the initial process of issuing a full RFP for the administration of the City's health insurance plan. Details were gathered on what we were looking for in an administrator. Anchor Group created the RFP and in early May distributed the document to nine (9) vendors. Five (5) carriers responded. To compare the pricing structure, the RFP was sent to five (5) fully insured companies. The two (2) carries that responded returned a price quote approximately 30% and 80% more than our current Health / Rx budget.

Standard questions were asked of the carriers and a very comprehensive medical claims adjudication was performed. During the adjudication process, a sampling of approximately 40,000 medical claims paid by POMCO in 2017 were sent to the different carriers to see how much they would have paid on the claim. This process allowed us to make a direct comparison of all the carriers to see which carrier has the lowest reimbursement rates based upon our claims experience.

In September, Anchor Group presented to the Health Insurance Committee the final results. Analysis of the data returned showed our current carrier, UMR, to be the best value with the least disruptions. UMR's current discounts were six (6) percent higher than the next competitor which equates to roughly \$660,000. The Committee unanimously agreed to stay with UMR. With guidance from the Anchor Group, negotiations began to finalize the terms of the three-year agreement. Final details include administration fees would increase slightly but continue to include the network access fee, helping to keep our cost down and approximately 24% lower than the closest quote. The fee structure for large case management was updated to potentially add savings of \$15,000/year. All other fees remained at the same price point as our current contract with UMR.

It is my recommendation, along with the Health Committee, to remain with UMR under the terms listed in the attached proposal. A resolution approving the new contract agreement between UMR and the City has been prepared for the City Council's consideration.

ACTION: City Manager recommends approval.



RESOLUTION

Page 1 of 1

Approving Administrative Services Agreement By and Between UMR and the City of Watertown Self-Funded Health Insurance Program

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.
Total

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

Introduced by

WHEREAS the Health Insurance Committee unanimously recommends UMR as the City's Third Party Administrator, and

WHEREAS the City and UMR have negotiated an extension to the Administrative Services Agreement, which was entered into effect on January 1, 2015, that describe the duties and responsibilities of the parties, and

WHEREAS the term of this Agreement is for three (3) years beginning January 1, 2019 and ending December 31, 2021, with an administrative fee of \$28.15 per enrollee per month beginning January 1, 2019,

WHEREAS the Administrative service fees for the second year will be \$30.82 and \$31.77 for the third year,

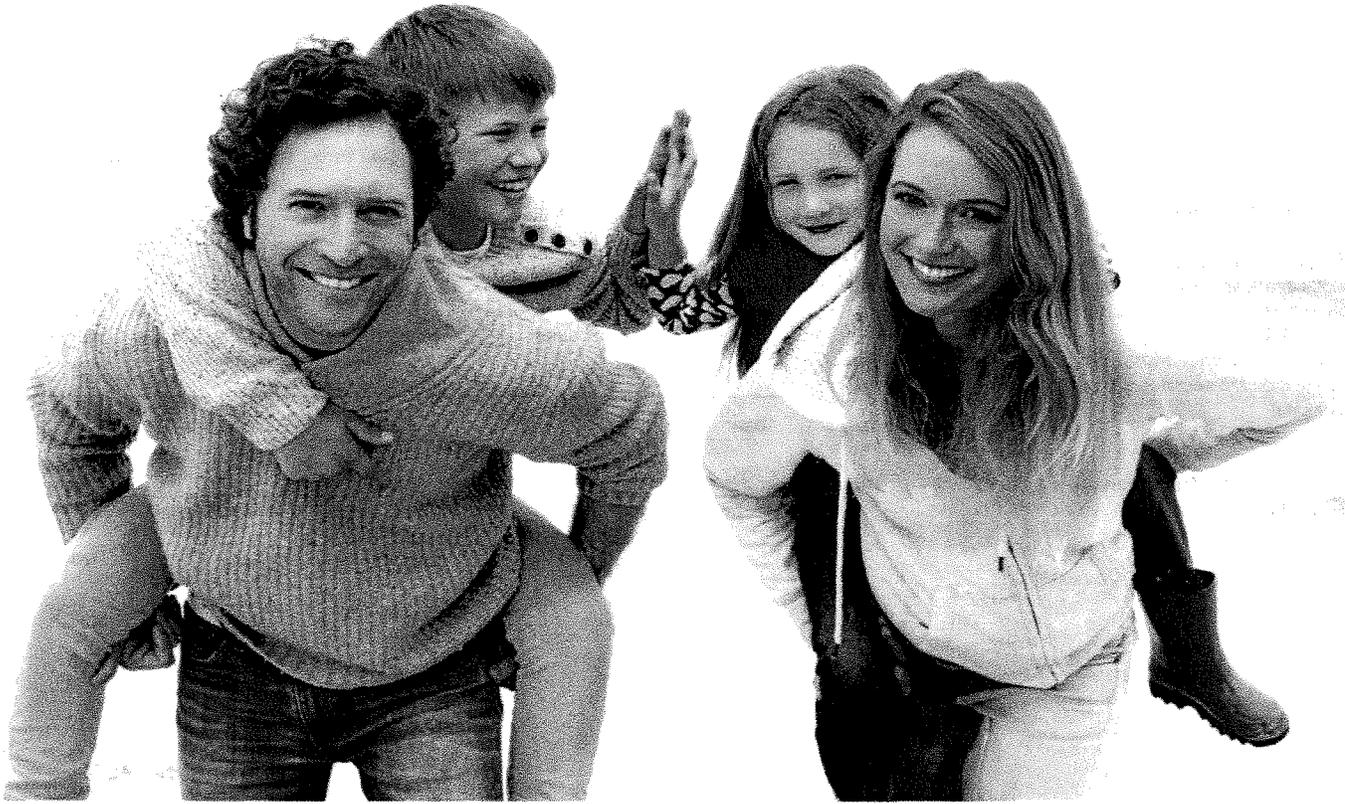
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Third Party Administrator between the City and UMR, a copy of which is attached and made a part of this resolution, and

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

Seconded by



UnitedHealthcare is a leading provider of health insurance and other health services. We are committed to helping people live healthier lives. Our products and services are designed to meet the needs of individuals, families, and businesses. We are proud to be a part of the UnitedHealthcare family.



October 2018

A solution for City of Watertown

Presented to Anchor Group
by Dan Knapp



A UnitedHealthcare Company

Renewal Services

Customer Name : City of Watertown
Plan Renewal Date : 1/1/2019

All fees shown as per employee per month (PEPM) unless otherwise noted

Proposed renewal fees assume all existing products and services written with UMR will be retained throughout the renewal period. New products and services may be added however proposed fees are subject to change and/or and/or additional fees may apply if any existing products or services are discontinued.

Administration and access fees	Subscribers	Current Fees	Renewal Fees	Renewal Fees	Renewal Fees
			1/1/2019	1/1/2020	1/1/2021
Medical claims	562	\$26.20	\$28.15	\$30.82	\$31.77
POMCO Allied network - access fee		Included	N/A	N/A	N/A
POMCO Select/UnitedHealthcare Options PPO ® network - access fee *	562	N/A	Included	Included	Included
Required stop loss interface fee	562	Included	Included	Included	Included
Utilization management (UM)	562	Included	Included	Included	Included
Case management (CM)	562	\$135 per hour	\$1.85	\$1.85	\$1.94
COBRA administration	562	Included	Included	Included	Included
External Pharmacy Benefit Manager (PBM) Interface	562	Included	Included	Included	Included
Medical and pharmacy integration - per participating employee per month	562	Included	Included	Included	Included
Claim Fiduciary	562	Included	Included	Included	Included
Cost reduction and savings program - large bill review/fee negotiation and secondary/travel network - % of savings	562	25%	25%	25%	25%
Subtotal	562	\$26.20	\$30.00	\$32.67	\$33.71
Commissions					
Medical client advisor commission		Net	Net	Net	Net
Subtotal 2	562	\$26.20	\$30.00	\$32.67	\$33.71
Monthly fee waiver		N/A	1 month	N/A	N/A

* UnitedHealthcare Options PPO ® network is an additional \$6.87 compared to previously used POMCO Allied network.

External PBM Vendors are subject to prior approval and may require additional fees. For groups with less than 100 subscribers, OptumRx is required.

Additional Services

Customer Name : City of Watertown
Plan Effective Date : 1/1/2019

All renewal fees are good for one year and are shown as per employee per month (PEPM) unless otherwise noted

Plan Administration	Current Fees	Renewal Fees 1/1/2019
SPD printing	Cost plus postage	Cost plus postage
SPD preparation fee	No charge	No charge
SPD amendment	No charge	No charge
SPD standard restatement (incorporated)	No charge	No charge
ID card mailing charge - employee residence	Included with medical administration	Included with medical administration
New York surcharge filing and administration - annual fee	Included with medical administration	Included with medical administration
Claim reprocessing - per claim	No charge	No charge
Outside reviews of claims on appeals or outside claim audits	\$120 per eligible claim	\$120 per eligible claim
OptumHealth SM Care Solutions - centers of excellence	Cost per transplant	Cost per transplant
Subrogation - percent of recoveries	25%	25%
Credit Balance Recovery - percent of recoveries	25%	25%
Federal external review for appeals - for non-grandfathered plans for adverse benefit determinations that involve medical judgment or a rescission of coverage.	Up to 5 included, then \$500.00 per review	Up to 5 included, then \$500.00 per review
Full/Partial Summary of Benefits and Coverage (SBC) creation with data UMR has on file (includes initial SBC plus one amendment, electronic version only provided to employer)	No charge	No charge
Inclusion of outside vendor data in SBC in UMR standard format, e.g. carved out benefits (approval required)	No charge for ProAct	No charge for ProAct
Two or more SBC requests per year	No charge	No charge
Reporting		
Ad hoc reports and analysis - per hour (2 hours included with medical administration)	\$100.00	\$100.00

Conditions

**Customer Name : City of Watertown
Plan Effective Date : 1/1/2019**

This proposal is valid for 90 days and does not bind coverage or obligate UMR.

The information contained in this response to the request for proposal is considered confidential and proprietary. We are providing this information with the understanding that it will not be used for any purpose other than to evaluate our capabilities to provide the services requested. In addition, this information will not be disclosed to person(s) or entity(s) other than those who are involved in the process of evaluating our response. Written permission must be obtained from UMR prior to any exceptions of these obligations in

All quoted product fees assume UMR administers the medical plan.

UMR assumes all services provided will be handled according to our standard format and procedures, unless otherwise specifically addressed within this proposal. Specialized services will be priced as necessary.

Fees proposed are based on the plan of benefits as submitted but does not assume duplication of benefits or provisions. Fees proposed assume a standard PPO plan design with no referral administration and no primary care physician tracking. Proposal assumes that the benefit plans will meet the steerage requirements of the networks proposed or will be changed to meet the requirements, including but not limited to; deductible, out of pocket, coinsurance and plan limitations. Plan design changes may impact a Grandfathered Health Plan status. Usage of the Choice Plus network requires employer participation in Value Based Contracting payment methodologies. Access to the UnitedHealthcare Choice Plus and Options PPO network does not include telemedicine services (i.e. 'Virtual Visits'). Please refer to the financial commentary tab for information on Teladoc services and

The Plan or its sponsor is responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan, Plan Sponsor, or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for determining the amount due, funding, and remitting the PPACA PCORI reinsurance fee which is remitted to the government (federal and/or state).

The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan, Plan Sponsor, or UnitedHealthcare. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; (iii) any taxes, surcharges, assessments or similar changes being imposed by a governmental entity on the Plan or UnitedHealthcare; or, (iv) as otherwise permitted in our Administrative Service Agreement.

UMR reserves the right to adjust fees in the event of (i) any changes in federal, state or other applicable law or rules; (ii) changes in plan design required by the applicable regulatory authority (e.g. mandated benefits) or by the customer; or (iii) any taxes, surcharges, assessments or similar charges being imposed by a governmental entity on the plan or UMR.

To comply with the Department of Labor's (DOL) claims regulations, we encourage pre-notification of at least 60 calendar days prior to the effective date of this contract. In the event that a 60-day notice is not feasible, UMR does not guarantee, but will make every reasonable effort, to have new plan(s) programmed quickly so claims can be processed within the required DOL timelines.

Fees proposed assume one billing, reporting, eligibility feed, stop loss and banking arrangement.

Do not cancel in-force plan(s) and/or policy(ies) until final approval is received.

UMR is not bound by any typographical errors and/or omissions contained herein.

Fees proposed assume utilization and case management services are provided through UMR in order to access UnitedHealthcare

Fees proposed are subject to change if a division, subsidiary or affiliated company is added or deleted from the plan, or if the number of covered employees changes by 15% or more from this proposal.

Claim reprocessing due to situations, such as retroactive benefit or eligibility changes, may require additional fees.

UMR will share raw claims and eligibility data, however, we reserve the right to exclude data elements deemed proprietary by our

Fees proposed assume the cost reduction and savings program is selected. If this program is not selected, additional fees will apply.

UMR provides an ERISA DOL appeals process. UMR does not participate in Grievance Review Panel Hearings.

Conditions

UMR requires that all qualified high-deductible plan designs meet federal regulatory requirements. Our coordination of benefits (COB) process will meet the requirements for Preservation COB processing.

Administration of plans requiring integrated deductible and out of pocket to comply with the Essential Health Benefits provision of Health Care Reform, qualified high deductible health plan or the like, assumes the use of service providers (pharmacy benefits manager (PBM), dental, vision, etc.) that are currently integrated with UMR. Utilizing these service providers may require additional fees. Please refer to your representative to identify integrated service providers.

FSA fees: HCA assumes a minimum of 20% of medical employees participating; DCA assumes a minimum of 20% of the HCA

Care management bundled discount - fees assume all care management products listed on care management bundled discount line are selected. Discount will change if services selected change.

UMR does not administer statutory disability benefits.

Health reimbursement account assumes 20% participation rate.

HSA trustees bill directly for HSA services.

UMR cannot support the drug data requirements for Medicare Part D subsidy submission of plans where the pharmacy claims are paid under the medical plan. We recommend these pharmacy benefits be provided by a pharmacy benefits manager.

Proposed Optional Services

Customer Name : City of Watertown

Plan Effective Date : 1/1/2019

Subscribers : 562

UMR is pleased to provide the following proposal describing our services. Although the final terms of the arrangement will be reflected in the contracts between City of Watertown and UMR, this document will provide supplemental information to the Administrative Services.

The quotation presented in the Financial Exhibits was based on the assumptions outlined in this document. *The information contained in this proposal is confidential.* This proposal requires a minimum lead time from notice of sale to the plan effective date for implementation. This will depend upon plan complexity and group size.

The following is a list of the standard administrative services offered by UMR with year-one fees only listed. In addition to our standard services, we have indicated those additional services that may be offered at an additional fee. Any service not specifically listed within this document or confirmed in the RFP response is assumed to be excluded from quoted fees.

Proposed Optional Services

Other Additional Services		
Service	Included in Fee Provided	Comments/Fees
Telemedicine (Teladoc) services: · Access to Teladoc physician network · Telephonic and web-based video medical consultations delivered at one low flat fee (substantially less than an office) · Teladoc ID card · Portable electronic health record · Communications materials (pdf format)	No	Additional charge: \$1.25 PEPM
Dermatology: · Available as a buy-up to standard Teladoc program · Provides Initial dermatology consultations through an online message center and one follow-up · Member uploads photographs · Delivered at one flat fee · Check for availability; not available in every state	No	May be added at no additional charge.
Behavioral Health: Available as a buy-up to standard Teladoc program Provides ongoing access to behavioral health practitioners via phone or video conference Members schedule appointments with psychiatrist or masters level therapists or psychotherapists Visit cost dependent on the behavioral health practitioner's license	No	Additional charge: \$0.30 PEPM

Monthly Fee Waiver

Customer Name : City of Watertown
Plan Effective Date : 1/1/2019

UMR is offering a waiver for the first 1 month of fees for all UMR medical services sold on a PEPM Basis (excluding commission).

Conditions:

- Requires a three year agreement. Early termination is subject to the early termination penalty outlined below.
- Assumes an enrolled subscriber count within 15% of the quoted subscriber count of 562.
- Assumes an effective date of 1/1/2019.
- 1 month fee waiver is calculated after any credits are applied.

Early termination penalty:

Termination prior to 1/1/2020 = 100% of fees waived

Termination prior to 1/1/2021 = 50% of fees waived

Termination prior to 1/1/2022 = 25% of fees waived

Res No. 6

November 20, 2018

To: Richard Finn, City Manger
Fr: Christine Parks, Benefits Administrator
Subject: Approving Prescription Administrator – ProAct, Inc.

In February, myself and the health insurance committee met with our broker, Anchor Group, to began the initial process of issuing a full RFP for the administration of the City's prescription plan. Details were gathered on what we were looking for in an administrator. Anchor Group created the RFP and in early May distributed the document to ten (10) vendors. Nine (9) carriers responded.

Standard questions were asked of the carriers and a very comprehensive claims adjudication was performed. During the adjudication process, a sampling of approximately 23,000 prescription claims that were paid by ProAct were sent to the different carriers to see how much they would have paid on the claim. This process allowed us to make a direct comparison of all the carriers to see which carrier has the lowest reimbursement rates based upon our claims experience.

In September, Anchor Group presented to the Health Insurance Committee the final results. Analysis of the data returned showed our current carrier, ProAct, to be competitive with pricing. The group then focused on the amount of disruption caused by the next best vendor. With the potential of 25% of the members seeing a negative impact with this vendor, the committee felt it best to negotiate with ProAct. Anchor Group assisted with negotiations, and the committee unanimously agreed to the changes. Highlights include keeping the administration fee at no cost for the three (3) years of the contract. The discounts received on brand and generic medications would increase, we would receive 100% of the manufacture rebates, and the dispensing fee for retail filled prescriptions would be reduced by 20 cents. The aggregate savings for these changes equates to roughly \$291,000.

It is my recommendations, along with the Health Committee, to remain with ProAct as our prescription benefits manager at the terms listed in attached addendum. A resolution approving the addendum to the current contract between ProAct and the City has been prepared for the City Council's consideration.

ACTION: City Manager recommends approval.



RESOLUTION

Page 1 of 1

Approving Pharmacy Services Agreement By and Between ProAct and The City of Watertown Self-Funded Health Insurance Program

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS the Health Insurance Committee unanimously recommends ProAct as the City’s Pharmacy Benefits Manager, and

WHEREAS the City and ProAct have negotiated an extension to the Administrative Services Agreement, which was entered into effect on January 1, 2015, that describe the duties and responsibilities of the parties as well as the discounts and dispensing fees charge, and

WHEREAS the term of this Agreement is for three (3) years beginning January 1, 2019 and ending December 31, 2021,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Pharmacy Benefits Manager between the City and ProAct, a copy of which is attached and made a part of this resolution, and

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

Seconded by

ADDENDUM

ADDENDUM made this 18th day of October, 2018, by and between PROACT INC. ("ProAct") and the City of Watertown, NY ("Plan Sponsor").

WITNESSETH:

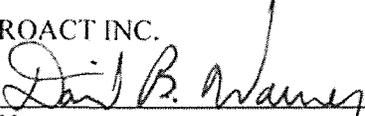
WHEREAS, the parties entered into a Service Agreement dated January 1, 2015 (the "Agreement"); and

WHEREAS, the parties desire to further modify and supplement the terms of the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Section 12.1 of the Agreement is hereby modified to read in full as follows:
 "12.1 Term. The term of the Agreement shall be extended to continue in effect until December 31, 2021 and thereafter shall continue in effect for additional one (1) year terms unless terminated on its anniversary date by either party by certified mail, mailed at least ninety (90) days prior to such date. Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination."
2. Effective January 1, 2019, Exhibit A (Administrative Fee Schedule) shall be amended to read in full as set forth on Exhibit A to this Addendum.
3. Except as expressly modified herein, all terms and provisions of the Agreement are and remain in full force and effect and are hereby ratified and affirmed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

PROACT INC.


 BY

CITY OF WATERTOWN, NY

 BY

David B. Warner, R.Ph.

 NAME

Richard Finn

 NAME

President

 TITLE

City Manager

 TITLE

11/13/2018

 DATE

 DATE

*Effective date of addendum will be on the effective date listed above or within 30 days of fully executed agreement if this addendum is executed after the effective date

EXHIBIT A – Pricing Proposal
ADMINISTRATIVE FEE SCHEDULE

CLAIMS PROCESSING FEE: **\$0.00**
PER PAID CLAIM

REBATE SHARE TO PLAN SPONSOR: **100%, or minimums below**

	2019	\$82.31 per Retail Brand \$289.24 per Mail Brand \$939.92 per Specialty Brand
	2020	\$88.90 per Retail Brand \$312.39 per Mail Brand \$1,063.32 per Specialty Brand
	2021	\$96.01 per Retail Brand \$337.38 per Mail Brand \$1,191.57 per Specialty Brand

PHARMACY RATES

(Blended Pharmacy Guarantees)

Retail Pharmacy Rate:

Brand: The lesser of AWP -18% + \$0.90 dispensing fee, or U&C
Generic: The lesser of MAC (AWP-82% aggregate) or AWP -18% +\$0.90 dispensing fee, or U&C

Mail Order Service Pharmacy:

Brand: AWP less 25% + no dispensing fee
Generic: AWP less 84% + no dispensing fee

Specialty Drug Pricing:

AWP less 17% + \$0.00 dispensing fee

- | | |
|---|-----------------------|
| 1. Electronic Magnetic Media | No Charge |
| 2. Input and maintenance from hard copy | No Charge |
| 3. Clinical Prior Authorizations | \$25.00 per Rx |
| 4. Direct Member Reimbursements | \$2.00 per paid claim |

*Effective date of addendum will be on the effective date listed above or within 30 days of fully executed agreement if this addendum is executed after the effective date

- | | |
|---|--------------------------------|
| 5. Member identification cards | No charge |
| 6. Ad Hoc Reports | \$150.00 per programming hour |
| 7. Drug Utilization Review (DUR) services | No Charge |
| 8. Out-of-pocket expenses | |
| a. Mailing Expenses/postage | At meter cost |
| b. Air freight/overnight letters | At meter cost |
| 9. Shipping and handling charges | At cost |
| 10. Standard Clinical Programs | |
| a. Step therapy | \$0.08 PMPM |
| b. Concurrent DUR Edits | No Charge |
| c. Plan Design Changes | No Charge |
| d. Physician Profiling | No Charge |
| e. Administrative Overrides | No Charge |
| f. Formulary management | No Charge |
| g. Therapeutic Alternative Programs | No Charge |
| h. On-site Member Education Programs | No Charge |
| i. Over the Counter Drug Programs | No Charge |
| j. Half Tablet Program | No Charge |
| k. Direct Mail Utilization Program | No Charge |
| 11. Optional Programs | |
| a. On-line eligibility access | \$1,500 (3-year licensing fee) |
| b. Customized On-site wellness programs | \$75 per program hour |
| c. RDS Basic services | \$0.45 per claim |
| d. RDS setup; <500 RDS members | \$5,000 admin setup fee |
| e. RDS Notices of credible coverage | \$1.25/letter + Postage |
| f. RDS Additional services | \$500 per hour |
| g. Actuarial certification & attestation | \$350/hour |
12. Drug Rebates. ProAct shall remit to Plan Sponsor that portion of the Rebates as set forth above (“Plan Sponsor Rebates”). No Rebate shall be credited for any generic Claim, whether such Claim is filled with a generic drug or by a brand-name drug dispensed in lieu of a generic drug reimbursement rate. No rebate will be credited for 340b claims, compounds, OTC (other than insulin or diabetic test strips), vaccines, or HIV medications. Quarterly Rebate payment shall be made within sixty (60) days following the quarter collected. ProAct may adjust the Plan Sponsor Rebate payments in an equitable manner if: (i) a generic version of a branded product is introduced in the market; or (ii) a branded product is recalled or withdrawn from the market.
13. Pricing Assumptions: Generic discount guarantees include all prescription drugs that are classified at the point of sale as "Y" under the Medi-Span multisource code. At no time will a generic be excluded from the generic guarantee at retail or mail, with the exception of compounds. There will be no offsets within the discount and dispensing fee pricing guarantees. Each guarantee stands on its own and will be paid out separately within 60 days of the end of each contract year.
14. Market Check: ProAct agrees to allow a market check provision after 24 months of the initial contract that is effective in contract year three and that matches overall pricing in the market for groups of similar size, utilization and plan designs.

*Effective date of addendum will be on the effective date listed above or within 30 days of fully executed agreement if this addendum is executed after the effective date

Res No. 7

November 20, 2018

To: Richard M. Finn, City Manger
Fr: Christine Parks, Benefits Administrator
Subject: Approving Section 125: Flex Spending / Dependent Care Administrator – Benefits Services Group

In October, a Request For Proposal (RFP) for the administration of the City's Flex Spending and Dependent Care program was issued by the Purchasing Department. The details of this RFP were published in the local newspaper, as well as Bidnet. The RFP was distributed to 180 companies via Bidnet and emailed to two (2) local companies. Eleven (11) companies downloaded the RFP from Bidnet. Five (5) responses were received by the deadline.

From the proposals received, two (2) were competitive – TASC and Benefit Services Group (BSG). The company, TASC, submitted a proposal that had administrative costs 43% lower than BSG. After further investigation, it was found that the administration practices of TASC were drastically reduced, as well as using a reimbursement process that was burdensome and had hidden fees to the participant.

For the following reasons, I recommend that the City of Watertown accept Benefit Services' proposal :

- offered no price changes from our current contract
- three (3) year rate guarantee
- starting new on-line program and offering mobile services to members
- no disruptions to the current plan structure
- excellent performance in the past 18 years

It is my recommendation to remain with Benefit Services under the terms listed in the attached proposal. A resolution approving the new contract agreement between Benefits Services and the City has been prepared for the City Council's consideration.

ACTION:

City Manager recommends approval.



RESOLUTION

Page 1 of 1

Approving Plan Service Agreement
for Administration of Section 125 Plan,
Benefit Services Group

Council Member HENRY-WILINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS on October 9, 2018 an RFP for the Administration of the City of Watertown’s Section 125 Plan was issued, and

WHEREAS it is the recommendation of the Benefits Administrator that the City of Watertown accept the Plan Service Agreement with Benefit Services Group beginning January 1, 2019,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, approves the one-year contract with the option to renew with 3 successive one-year terms for Administration of the City’s Section 125 Plan, a copy of which is attached and made part of this resolution, effective January 1, 2019, and

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

Seconded by

**Section 125 Cafeteria Plan
Premium Reduction Option *Plus*
Flexible Spending Plans**

PLAN SERVICE AGREEMENT

ADOPTED BY

CITY OF WATERTOWN, NEW YORK

EFFECTIVE 01/01/2019

**SECTION 125 CAFETERIA PLAN
PREMIUM REDUCTION OPTION *PLUS*
FLEXIBLE SPENDING ACCOUNTS**

**CONSULTING, ENROLLMENT, AND
PLAN SERVICES AGREEMENT**

This agreement specifies the services to be provided to City Of Watertown, New York.

ADMINISTRATOR

Under the agreement, City Of Watertown, New York will function as the Plan Sponsor, Benefit Services Group as the Benefit Enrollment Firm, and Benefit Services Group as the Plan Service Provider Firm. These companies will function as subcontractor(s) for consulting, enrollment and administrative plan services.

**CONSULTING SERVICES TO BE PROVIDED
BY BENEFIT SERVICES GROUP**

Benefit Services Group will assist City Of Watertown, New York in plan analysis and design, both initially and for any revisions to existing benefits. The service and assistance includes cost estimates of initial plan; cost projections of any proposed plan revisions; and advice prepare summary plan descriptions.

Benefit Services Group will also perform the following activities:

- Design the ProPlus125 Plan Document and Summary Plan Description. (City Of Watertown, New York and its legal counsel will review this document.)
- Provide Plan Adoption Agreement and Plan Information Summary and Sample Corporate Resolutions of the Board of Directors.
- Provide Salary Reduction Agreements and Disclosures.

**ENROLLMENT SERVICES TO BE PROVIDED
BY BENEFIT SERVICES GROUP**

Benefit Services Group will provide the following enrollment services:

- Present employee informational group meetings (if required).
- Meet with each employee, as needed, to discuss the employee's personal benefit coverage needs.
- Review salary reduction agreements with each employee as requested.
- Provide re-enrollment services as requested.
- Optional Internet Enroll for open enrollment

**ADMINISTRATIVE SERVICES TO BE PROVIDED
BY BENEFIT SERVICES GROUP**

Benefit Services Group will provide the following administrative services:

- Open individual benefit accounts for plan administration using the enrollment forms and/or payroll deduction register provided by the Employer.
- Prepare reports of detail and summary enrollment results for payroll setup of employee elections
- Process Changes Of Status Elections into Administration Records and otherwise keep on-going records of activity affecting each Employee's Elections.
- Provide initial administrative form originals for duplication as needed:
 - Reimbursement Claim Forms
 - Election Enrollment, Termination and Change of Election Forms
 - Re-Enrollment Forms for following year enrollment if requested.
- Provide initial status and history reports
 - Account Balance totals on each reimbursement checks
 - Account History Report on request
 - Check History Report on request
 - Voucher History Report on request
- On a **Pay cycle basis**, provide:
 - Reconcile contribution reports with payroll deduction amounts and submit any discrepancies to the employer if the employer provides the contribution reports to BSG.
 - Reimbursement checks to employees on a pay cycle basis or on an approved schedule and upon receipt of expense receipts and approved claim vouchers.
 - Checks and Check Register showing checks written and ACH each cycle to be distributed by employer.
- On an **as requested** basis, provide
 - Non-discrimination tests results
 - Cash Status Report showing summary transactions of cash activity.
 - Request For Funds Report (if required) showing those employees that have drawn out more than contributed to date and any participants that have had previous requests.
 - Employee Account Balances showing the participants' account balances.
- On a **Annual** basis, provide:
 - Plan Renewal Election Forms
- Claims Processing for Reimbursement Accounts
- Balance Inquiry Services
 - Online Access for HR and all participants.
 - Telephone Balance Inquiry is available to the Plan Participants. The participant has access to Account Balances, Check History and Voucher History for the current plan year.

RESPONSIBILITIES OF PLAN SPONSOR

City Of Watertown, New York is the Plan Sponsor and the Plan Administrator that is ultimately responsible for ProPlus125 including the above listed duties delegated to Benefit Services Group. All decisions regarding Plan Administration is the Plan Administrator's responsibility whereas Benefit Services Group will assist the Administrator but not act as the Administrator.

City Of Watertown, New York will provide support, information, reports, and data necessary to propose, administer, report, test and otherwise administer the Cafeteria Plan to Benefit Services Group so Benefit Services Group can assist with the administration of ProPlus125. More specifically these include but not limited to are:

- Each Payroll, submit to BSG a contribution list of all deductions taken out of each employee's paycheck.
- Secure legal review of the ProPlus125 Plan Documents from its legal counsel or otherwise review and execute the documents in a timely manner. And forward a signed copy back to Benefit Services Group
- Report participant Election additions, terminations, and changes to Benefit Services Group each pay cycle.
- Sign reimbursement checks (authorized signature facsimile) or authorize Benefit Services Group to sign depending upon banking arrangements.
- Distribute Summary Plan Description and various other reports to employees as requested.
- Upon notice, take any action required if the plan(s) warrants Administrator's authority.
- Provide management support in planning enrollment, meeting facilities, and scheduling.
- Provide document storage for Administrative Files and Records for up to seven years.

PAYMENT FEES AND TERMS

At each month end Benefit Services Group will submit a statement showing the amount of fees for that month. City Of Watertown, New York will pay Benefit Services Group the amount within 10 days of receipt of the statement.

Benefit Services Group, Inc. has the right to change the fee schedule by advising the City Of Watertown, New York 60 days before the end of a plan year. **For the 2018 plan year the rates will not be increasing.**

REPORTS AND DATA

All reports and data remain the property of City Of Watertown, New York. On request, Benefit Services Group will provide City Of Watertown, New York all data in the electronic or printed format used by Benefit Services Group

TERMS OF THIS AGREEMENT

This agreement will be effective from the date the parties execute this agreement until it is terminated. Benefit Services Group may withdraw from this agreement with 21 days written notice to City Of Watertown, New York and Benefit Services Group. If City Of Watertown, New York terminates this agreement during the plan year, the fee for the rest of the plan year becomes due and payable as of the termination date. If Benefit Services Group wishes to terminate this agreement

during the plan year, Benefit Services Group must give written notice and must continue services until City Of Watertown, New York has secured suitable replacement of such service or until City Of Watertown, New York releases Benefit Services Group or until the end of the current plan year, whichever occurs first.

PLAN SPONSOR

PLAN SERVICE PROVIDER FIRM

City Of Watertown, New York

Benefit Services Group

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Res No. 8

November 27, 2018

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager

Subject: Designation of Official Newspaper

The attached resolution, if approved by the City Council, designates the *Watertown Daily Times* as the official newspaper of the City of Watertown for the year 2019, as required by New York State Law.

RESOLUTION

Page 1 of 1

Designation of Official Newspaper

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

BE IT RESOLVED by the City Council of the City of Watertown, New York, that the *Watertown Daily Times* be and is hereby designated as the official newspaper of the City of Watertown, New York, for the year beginning January 1, 2019 and ending December 31, 2019.

Seconded by

Res No. 9

November 26, 2018

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager

A handwritten signature in black ink, appearing to read 'R. Finn', is written over the 'From:' line and extends slightly into the 'Subject:' line.

Subject: Approving Online Auction Contract,
Auctions International

The City of Watertown and the Purchasing Department have successfully utilized Auctions International on several occasions. As detailed in the attached report of Purchasing Manager Robert Cleaver, this organization has assisted several departments in disposing of our surplus equipment with great success.

A resolution is attached for Council consideration authorizing the City to continue our contract for another two years, along with a copy of the contract.

RESOLUTION

Page 1 of 1

Approving Online Auction Contract,
Auctions International, Inc.

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown has successfully used the services of Auctions International over the past several years for various City Departments, and

WHEREAS it is the City’s desire to get the best price possible for vehicles and/or equipment it deems surplus or excess, and

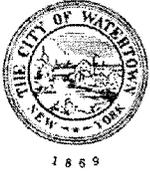
WHEREAS the Purchasing Manager has contacted Auctions International, Inc., which conducts online auctions of vehicles and equipment, and

WHEREAS there is no cost to the City, as the buyer pays a fee charged by Auctions International,

NOW THEREFORE BE IT RESOLVED by the City Council that it hereby approves the Online Auction Contract with Auctions International, Incorporated, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that City Manager is hereby authorized and directed to execute the Contract and accept the highest offer at the time of sale above the City’s estimated scrap values, on behalf of the City.

Seconded by



CITY OF WATERTOWN, NEW YORK

SUITE 205, CITY HALL, 245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601

Tel. (315) 785-7749 • Fax (315) 785-7752

November 27, 2018

To: Richard Finn
From: Robert J. Cleaver
Subject: Surplus Equipment Auction

Each year the City's Fleet Manager, Mr. Peter Monaco, submits a listing of surplus equipment/vehicles to Purchasing for advertisement for sale through Auctions International's web based auction house. The attached listed items have exceeded their useful life, incurred high maintenance cost and are no longer in service.

Over the past 15 years the City of Watertown has partnered with Auctions International in disposing of our surplus equipment with great success. They have national exposure that provides the City with greater opportunity to sell our equipment. Their service is at no cost to the City with the buyers paying a 10% premium on all transactions to Auctions International. Their only stipulation is that all sales must be final at time of sale therefore the City Council must authorize Purchasing to accept all bid prices at time of bid closing.

I have attached, for Council's approval, Auctions International Online Auction Contract. This agreement is a 2 year contract that commences with date of signing. I have read the attached contract and I can find no changes, additions, deletions from the contracts authorized during my previous employment with the City 8 years ago.

If you have any questions regarding this memorandum please feel free to contact me.

Robert J. Cleaver
Interim Purchasing Manager

Cc: Peter Monaco, Fleet Manager
Vicky Murphy, Water Superintendent
Chip Donoghue, Police Chief
Pat Keenan, Public Works Superintendent
Jim Mills, Comptroller
Attach: Contract, Auction International
Surplus Equipment listing

Res No. 10

November 27, 2018

To: The Honorable Mayor and City Council
From: Richard M. Finn, City Manager 
Subject: Authorizing the Sale of Various Surplus Equipment

The Department of Public Works has submitted a listing of surplus equipment/vehicles to the Purchasing Department that is either no longer useful or beyond repair and therefore no longer of value to the City.

As stated in the attached report of Purchasing Manager Robert Cleaver, this list of equipment/vehicles 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 Various Surplus Equipment

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown has various surplus equipment/vehicles, the description of which is attached and made a part of this resolution, and

WHEREAS this equipment 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 various surplus equipment/vehicles as described in the attached listing, and

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

Seconded by

2018 Surplus Equipment Listing

Model 3230 Wilton Bandsaw

1980 Ingersoll Rand Air Compressor Model DRRD 160 ID # 9-25

Rockwell Drill Press

Solar Model 620 Battery Charger & Engine Starter

Fluid Oil Reels

1980 Ingersoll Rand Model 160 Air Compressor # 6-8

1989 Sullivan Air Compressor ID # 1-103

1986 Ingersoll Rand Air Compressor Model 160 ID # 1-101

2002 Dodge Dakota Pickup ID # CE-1

2010 Ford Crown Vic ID # 7-2

2007 Quality Trailer Inc., Tandem Axle, 7,000 lb Capacity ID # 1-129

1997 Ford 350 Pickup ID # 1-86

1987 International S2600 Dump Truck #11-41

1996 Ford F-250 Pickup ID # 1-27

Gomaco Curb Cadet Curbing Machine CC-1200 ID #1-143

1997 Ford Taurus Station Wagon 2-24

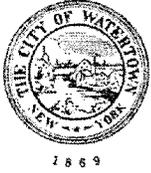
2004 Chevy Impala – PD

2008 Dodge Durango – PD

2008 Ford E-350 – PD

2011 Ford Crown Victoria - PD

2000 Jeep Wrangler - Vehicle is unsafe for Highway use, requires scraping with a licensed Vehicle Dismantler.



CITY OF WATERTOWN, NEW YORK

SUITE 205, CITY HALL, 245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601
Tel. (315) 785-7749 • Fax (315) 785-7752

November 27, 2018

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From: Robert J. Cleaver
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Robert J. Cleaver
Interim Purchasing Manager

Cc: Peter Monaco, Fleet Manager
Vicky Murphy, Water Superintendent
Chip Donoghue, Police Chief
Pat Keenan, Public Works Superintendent
Jim Mills, Comptroller
Attach: Contract, Auction International
Surplus Equipment listing

November 26, 2018

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager

Subject: Board and Commission Appointments



Below is a listing of current and upcoming vacancies on City Boards and Commissions for City Council review.

Board or Commission	Appointed By	Term	Name of Member	Date of Appt.	Term Expires
Board of Ethics	Council	1 Year	James St. Croix (unavailable)	12/5/16	12/31/17
Board of Ethics	Council	1 Year	Rande Richardson	1/2/18	12/31/18
Board of Ethics	Council	1 Year	Yvonne Reff	1/2/18	12/31/18
Board of Ethics	Council	1 Year	Jean Bilow	1/2/18	12/31/18
Board of Ethics	Council	1 Year	Arthur C. Stever III	1/2/18	12/31/18
Flower Library	Council w/Mayor	11 Years	Thom Peterson (moving)	3/21/16	12/31/18
City Constable	Council	1 Year	Patricia Hennegan	1/2/18	12/31/18
Deputy City Constable	Council	1 Year	Michael Hennegan	1/2/18	12/31/18