

**CITY OF WATERTOWN, NEW YORK
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Tuesday, September 2, 2014, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRESENTATION

Kurt W. Hauk

PROCLAMATION

National Recovery Month

PRIVILEGE OF THE FLOOR

RESOLUTIONS

Resolution No. 1 - Authorizing Dissolution of Advantage Watertown and
Creation of the City Council Citizens Advisory Board

Resolution No. 2 - Authorizing Extension of Professional Services
Agreement for Constructability of the Factory Street
Reconstruction Project, PIN 775315,
Barton & Loguidice

ORDINANCES

Ordinance No. 1 - Amending City Municipal Code §293, Vehicles and Traffic

LOCAL LAW

PRESENTATION

7:30 p.m. Citizen's Award – Erika F. Flint

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Barben Green Subdivision Street Dedications Follow-up Report
2. 10th Mountain Division Memorial
3. Potential Funding for Sewall's Island
4. Board and Commission Appointments
5. Sales Tax Revenue – July 2014

NEW BUSINESS

EXECUTIVE SESSION

To discuss the employment history of a particular individual.

WORK SESSION

Next Work Session is scheduled for September 8, 2014, at 7:00 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
SEPTEMBER 15, 2014.**

Res No. 1

August 27, 2014

To: Members of City Council

From: Jeffrey E. Graham, Mayor

Subject: Authorizing Dissolution of Advantage Watertown and Creation of the City Council Citizens Advisory Board

At the August 25, 2014 City Council Work Session, there was discussion to support the dissolution of the Advantage Watertown and create a new committee.

The attached resolution for Council consideration sets up the advisory group naming it the City Council Citizens Advisory Board and keeps the same membership.

RESOLUTION

Page 1 of 2

Authorizing Dissolution of Advantage Watertown and
Creation of the City Council Citizens Advisory Board

Introduced by

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

WHEREAS the City Council of the city of Watertown is responsible for setting goals and objectives for City government, and

WHEREAS the City Council seeks to maximize community input into their decision-making process, and

WHEREAS an advisory group called Advantage Watertown has met regularly for 13 years and has generated useful ideas and feedback on public policy, and

WHEREAS City Council seeks to formalize its relationship to such a broad based group of business and community leaders and be able to use the forum as a sounding board for a range of issues, and

WHEREAS the current members of Advantage Watertown are:

- | | |
|----------------------|-------------------|
| P. J. Banazek | Brian Murray |
| John Bartow | Lynn Pietroski |
| Gary Beasley | Christine Powers |
| Michelle Capone | Donald Rutherford |
| Carolyn Fitzpatrick | Scott St. Joseph |
| Stephen Hunt | Peter Schmitt |
| John B. Johnson, Jr. | Jason White |
| Michael Miller | |

NOW THEREFORE BE IT RESOLVED the current Advantage Watertown is dissolved and the same members, or their designee, are appointed to the City Council Citizens Advisory Board. The CAB will meet monthly or as needed. The group will have a membership ranging from 15 to 25 persons whom the City Council deems representative of the broad range of interests in the community. Members will be appointed by City Council for an indeterminate term. The CAB will choose a chairperson who will lead discussions, and

RESOLUTION

Page 2 of 2

Authorizing Dissolution of Advantage Watertown and
Creation of the City Council Citizens Advisory Board

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.
Total

YEA	NAY

BE IT FURTHER RESOLVED that the City Council Members, Mayor, City Manager, and Planning and Community Development Coordinator will serve as ex officio members in addition to the appointed membership.

Seconded by

Res No. 2

August 25, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Extension of Professional Services Agreement for Constructability of the Factory Street Reconstruction Project, PIN 775315, Barton & Loguidice

City Council approved the Professional Services Agreement with Barton & Loguidice on January 2, 2013 for Constructability Oversight of the Factory Street Reconstruction project at a cost of \$39,600.

As stated in City Engineer Kurt Hauk's attached report, this project is slated for bids in the winter of 2014 with a construction start in the spring of 2015. The contract needs to be amended to provide additional time at no additional cost.

The attached resolution for City Council consideration extends the Agreement until March 31, 2015.

RESOLUTION

Page 1 of 1

Authorizing Extension of Professional Services Agreement for Constructability of the Factory Street Reconstruction Project, PIN 775315, Barton & Loguidice

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

Introduced by

WHEREAS a project for the reconstruction of Factory Street, PIN 775315, D032467 (the “Project”) is eligible for funding under Title 23 U.S. Code, as amended that calls for the apportionment of the cost of such program to be borne at the ratio of 80% Federal and 20% non-federal funds, and

WHEREAS on April 19, 2010 and October 18, 2010, the City Council adopted resolutions authorizing the Master Federal Aid Local Agreement and the Marchiselli Agreement, respectively which provide \$752,000 and \$141,000 respectively for the costs of the Preliminary Engineering & Right-of-Way Incidentals, and

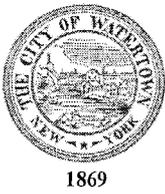
WHEREAS in support of this project, the City Council approved a contract with Barton & Loguidice for Constructability Oversight of the Factory Street Reconstruction project at a cost of \$39,600 on January 22, 2013, and

WHEREAS the project is now slated for construction to start in the spring of 2015,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves an extension of the Agreement between the City of Watertown and Barton & Loguidice, a copy of which is attached and made a part of this resolution, until March 31, 2015, and

BE IT FURTHER RESOLVED that the City Manager, Sharon Addison, is hereby authorized and directed to execute any documentation to affect this extension on behalf of the City of Watertown.

Seconded by



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 25 August 2014

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Amendment #1 Constructability Agreement, Barton & Loguidice P.C.

Council previously approved a professional services agreement with Barton & Loguidice P.C. to provide constructability reviews for the Factory Street Project in advance of their construction inspection responsibilities. This agreement was approved on January 22, 2013 with an anticipated construction start for the project in 2014. The original term of the agreement expired December 31, 2013.

Now that the project is slated for bids in the winter of 2014 with a construction start in the spring of 2015, the contract needs to be amended to provide additional time at no additional cost.

Please prepare a resolution amending the contract that extends the expiration date for the professional services agreement until 31 March 2015 for City Council consideration.

Cc:
Gene Hayes, Superintendent of Public Works
Jim Mills, Comptroller
Justin Wood, CE-II

RESOLUTION

Page 1 of 1

Authorizing Professional Services Agreement for Constructability of the Factory Street Reconstruction Project, PIN 775315, Barton & Loguidice

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member MACALUSO, Teresa R.
Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY
X	
X	
X	
X	
X	
5	0

Introduced by

Council Member Roxanne M. Burns

WHEREAS a project for the reconstruction of Factory Street, PIN 775315, D032467 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended that calls for the apportionment of the cost of such program to be borne at the ratio of 80% Federal and 20% non-federal funds, and

WHEREAS on April 19, 2010 and October 18, 2010, the City Council adopted resolutions authorizing the Master Federal Aid Local Agreement and the Marchiselli Agreement, respectively which provide \$752,000 and \$141,000 respectively for the costs of the Preliminary Engineering & Right-of-Way Incidentals, and

WHEREAS in support of this project, the City Engineering Department has negotiated a contract with Barton & Loguidice for Constructability Oversight of the Factory Street Reconstruction project at a cost of \$39,600,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement between the City of Watertown and Barton & Loguidice, a copy of which is attached and made a part of this resolution, and

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

Seconded by Council member Joseph M. Butler Jr.

RESOLUTION

By Council Member Roxanne M. Burns

Date January 22, 2013

SUBJECT:

Authorizing Professional Services Agreement for Constructability of the Factory Street Reconstruction Project, PIN 775315, Barton & Hoguidice

STATE OF NEW YORK }
Jefferson County } ss:
CITY OF WATERTOWN }

I, Ann M. Saunders, City Clerk of the City of Watertown, hereby certify that the within Resolution was adopted at a meeting of the City Council of said City, held 01-22-2013 and that the same is the whole of said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Watertown, New York

Ann M. Saunders
City Clerk

Architectural/ Engineering Consultant Agreement

PIN (s) 775315 Municipal Contract No. _____

Agreement made this 6th day of February 2013 by and between

City of Watertown
(municipal corporation)

having its principal office at 245 Washington Street, Suite 305, City Hall, in Watertown, New York 13601
(the "**Municipality**")

and

BARTON & LOGUIDICE, P.C.

with its office at 290 Elwood Davis Road, P.O. Box 3107, Syracuse, New York 13220 (the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as **Factory Street Reconstruction** (as described in detail in Attachment A annexed hereto, the "Project" the Municipality has sought to engage the services of a Consultant Engineer) to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Municipality has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, Matthew J. Schooley, P.E., is authorized to enter this Agreement on behalf of the Consultant,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

- Agreement Form - this document titled "Architectural/Engineering Consultant Agreement";
- Attachment "A" - Project Description and Funding;
- Attachment "B" - Task List;
- Attachment "C" - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS .

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Municipality with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Municipality, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Municipality.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Municipality shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

■ 3.1 Cost Plus Fixed Fee Method

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item I	<p>■ Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT.</p> <p>■ The cost of Principals', Officers= and Professional Staffs= salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Municipality.</p> <p>■ If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.</p>	<p>■ Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative.</p> <p>■ Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Agreement, all subject to audit.</p> <p>■ Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Municipality.</p>	<p>■ The CONSULTANT shall be paid in <u>monthly</u> (<i>fill in timeframe</i>) progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</p> <p>■ Bills are subject to approval of the Municipality and Municipality's Representative.</p>
Item II	<p>Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit.</p>	<p>All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.</p>	
Item III	<p>Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality.</p>	<p>Salvage value</p>	

■ 3.1 Cost Plus Fixed Fee Method

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item IV	<p>■ Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 (FAR), and applicable policies and guidelines of the Municipality, NYSDOT and FHWA.</p> <p>■ For the purpose of this Agreement, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Municipality for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.</p>	<p>■ The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a CONR compliant rate initially established as <u>172</u>%, in all events not to exceed <u>172</u>%, subject to audit.</p>	
Item V	<p>■ Negotiated Lump Sum Fixed Fee.</p> <p>Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>■ A negotiated Lump Sum Fee which in this AGREEMENT shall equal <u>\$ 4,100.00</u>.</p>	
Item VI	<p>The Maximum Amount Payable under this Agreement including Fixed Fees unless this agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>Maximum Amount Payable under this Method shall be <u>\$ 39,600.00</u>.</p>	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Municipality, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANTS.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Municipality:

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.
- C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.

5.2 In order to enable the Municipality to process the final payment properly and expeditiously, the CONSULTANT are advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- 1) Records of Direct Non-Salary Costs;
- 2) Copies of any subcontracts relating to said contract;
- 3) Location where records may be examined; and
- 4) Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Municipality will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Municipality from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Municipality of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Municipality on a monthly basis or such alternative interval as the Municipality directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the Municipality, in writing, of this fact prior to beginning any of the work. The Municipality shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the Municipality determines that such work does constitute extra work, the Municipality shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the Municipality. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Municipality (prepared by the

CONSULTANT if requested) to the CONSULTANT for execution after approvals have been obtained from necessary Municipality officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Municipality all assistance required by the Municipality. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the Municipality's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Municipality from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of their work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Municipality beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of Two Million Dollars (\$2,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The CONSULTANT shall supply any certificates of insurance required by the Municipality and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This agreement shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this agreement, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this agreement. Automobile liability policy shall be furnished in the sum of at least \$1,000,000.00 (One Million dollars) for each occurrence and carry an excess umbrella of \$3,000,000 (Three Million dollars). Comprehensive General Liability shall be furnished with the following limits:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Bodily Injury	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
\$3,000,000 Excess Umbrella		

The CONSULTANT shall furnish a certified copy of said policies to the CONSULTANT at the time of execution of this agreement.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Municipality, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be solely compensated for by an extension of time for such reasonable period as the Municipality may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Municipality of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this agreement.

ARTICLE 13. TERMINATION

The Municipality shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Municipality - if a termination is brought about for the convenience of the Municipality and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Municipality's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Municipality, of the total amount of work contemplated by the PROJECT Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

(Provisions excluded/intentionally left blank)

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Municipality by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Municipality, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the Municipality.

If this provision is violated, the Municipality may revoke and annul the Agreement and the Municipality shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the Municipality.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Municipality a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27. All documents, reports, studies, recommendations, plans, and/or instruments of services prepared by Consultant and provided to the City, both written and electronic, shall become the property of the City upon provisions.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT, including, but not limited to, the insurance coverages described at Article 9.. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Municipality.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Municipality may in certain circumstances, provide compensation for such work.
- B. Neither the Municipality's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Municipality in accordance with applicable law for all damages to the Municipality caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Municipality provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5©

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECT'S ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant and subconsultants shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant and its subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Municipality and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Municipality's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Consultant must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: Municipality Contract # _____

Municipality City of Watertown	Consultant BARTON & LOGUIDICE, P.C.
by: <u><i>Sharon Alessi</i></u>	by: <u><i>Matthew Schooley</i></u>
Date: <u>1/24/13</u>	Date: <u>2/6/13</u>

STATE OF NEW YORK

COUNTY OF Jefferson §:

On this 24th day of January, 20 13 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the Watertown, New York; that he/she is the City Manager of City of Watertown, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Municipality.

ELANE OSO
Notary Public, State of New York
No. 0134610407
Qualified in Jefferson County
Commission Expires 1/2/14

Elaine Oso
Notary Public, Jefferson County, N.Y

STATE OF NEW YORK

COUNTY OF ONONDAGA §:

On this 10th day of February, 20 13 before me, the subscriber, personally appeared to me known, Matthew J. Schooley, who, being by me duly sworn, did depose and say; that he resides in the Town of Aurelius, New York; that he is Senior Vice President of the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of the corporation.

Jody J. Balduzzi
Notary Public, State of New York
No. 01BA6234753
Qualified in Onondaga County
Commission Expires 1/24/2015

Jody J. Balduzzi
Notary Public, Onondaga County, N.Y

ATTACHMENT A

Project Description and Funding

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding

PIN: 7753.15

Term of Agreement Ends: December 31, 2013

- Main Agreement Amendment to Agreement
 Supplement to Agreement

Phase of Project Consultant to work on:

- P.E./Design ROW Incidentals ROW Acquisition
 Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: December 1, 2012

Finish Date: December 31, 2013

PROJECT DESCRIPTION:

The City of Watertown has secured services of a separate consultant to provide engineering for the Factory Street Reconstruction project. The intent of this assignment (with Barton & Loguidice, P.C.) is to provide Constructability and Quality Assurance oversight on the design of the Factory Street Reconstruction as requested by the City of Watertown. Construction phase services will be provided by Supplemental Agreement.

Project Location:

**City of Watertown
Jefferson County**

Consultant Work Type(s): See Attachment B for more detailed Task List.

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

\$ 39,600.00

Footnotes:

ATTACHMENT B

*Task List
or
Scope of Services*

August 2012

SCOPE OF SERVICES

(Base Task List)

Preliminary Services (Phases I-VI)

Factory Street Reconstruction

PIN 775315

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Section 7 Advertisement, Bid Opening and Award <i>(by Supplemental Agreement)</i>	11
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Section 1 - General

1.01 Project Description and Location

This project is known as: **Factory Street Reconstruction**

PIN: 775315

Project Description/Limits: The City of Watertown has secured the services of a separate consultant to provide engineering for the Factory Street Reconstruction project. The intent of this assignment (with Barton & Loguidice, P.C.) is to provide Constructability and Quality Assurance oversight on the design of the Factory Street Reconstruction as requested by the City of Watertown. Construction phase services will be provided by Supplemental Agreement.

Municipality: City of Watertown

County: Jefferson

1.02 Contract Administrator

The Municipality's Contract Administrator for this project is Mr. Kurt Hauk, City Engineer, and Joe Gaus, Designated Project Representative who both can be reached at (315) 785-7740.

All correspondence to the Municipality should be addressed to:

- Joe Gaus
City of Watertown
Suite 305, City Hall
245 Washington Street
Watertown, New York 13601

The Contract Administrator should receive copies of all project correspondence directed other than to the Municipality.

1.03 Project Classification

The Municipality will determine the project classification.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis (Not in Contract)
Section 3	Preliminary Design
Section 4	Environmental (Not in Contract)
Section 5	Right-of-Way (Not in Contract)
Section 6	Detailed Design (Not in Contract)
Section 7	Advertising, Bid Opening and Award (by Supplemental Agreement)
Section 8	Construction Support (by Supplemental Agreement)
Section 9	Construction Inspection (by Supplemental Agreement)

When specifically authorized in writing to begin work, the Consultant will render all services and furnish all materials and equipment necessary to provide the Municipality with reports, plans, estimates, and other data specifically described in Sections the following sections.

1.05 Project Familiarization & Site Visit

The Municipality will provide the Consultant with the following information:

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Plans for future related transportation improvements or development in the area of the project.
- Make available Available record plans including sewer, water and drainage as-builts.
- Accident records and history.
- Pavement History.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

The Consultant will become familiar with the project before starting any work. This includes thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The Consultant will prepare for and attend meetings as directed by the Municipality's Contract Administrator. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.

Assume a total of (10) meetings will be held during the life of this agreement.

1.07 Project Reporting, Coordination and Management

This task shall include the overall project administration.

- 1) Project Reporting. For the duration of this agreement, the Consultant will prepare and submit to the Municipality on a monthly basis a Cost Control Report, a Progress Report, and a Project Schedule in accordance with Appendix 6-H of the NYSDOT LAFAPM. The beginning and ending dates defining the reporting period will correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where the Municipality officially suspends all work under this contract, this task will not be performed during the suspension period.)

- 2) Assist City with development of relevant portions of the PMP/CMP.

1.08 Policy and Procedures

The design of this project will be progressed in accordance with the current NYSDOT Design Procedure Manual (DPM) and appropriate sections of the Federal Aid Policy Guide (FAPG). All reviews will be performed in accordance with these documents as well as the following:

A. Compliance with documents

All work must conform to current versions of the following documents, as applicable. Where necessary, the Consultant will obtain either the full document or guidance extracted from it.

- NYSDOT Highway Design Manual
- A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)
- Highway Capacity Manual, Special Report 209, Transportation Research Board
- NYS Eminent Domain Procedure Law
- ADA Accessibility Guidelines for Buildings and Facilities
- AASHTO Model Drainage Manual & NYSDOT Model Drainage Manual
- NYSDOT Project Development Manual
- NYSDOT Scoping Procedure Manual, Appendix D (Design Traffic Forecast Policy)
- FHWA Manual of Uniform Traffic Control Devices including NYS Supplement
- NYSDOT Environmental Procedures Manual

B. Compliance with Environmental Laws, Regulations and Permits

All work must comply with the requirements of all applicable state and federal environmental laws, regulations and policy. Applicable laws, regulations and policies are specified in the NYSDOT Project Development Manual.

1.09 Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions, and in accordance with the Municipality requirements. Special specifications, as necessary, will be written in conformance to NYSDOT guidelines.

1.10 Sub-Consultants

No Sub-Consultants proposed for this project.

1.11 Sub-Contractors

No Sub-Consultants proposed for this project.

Section 2 – Data Collection and Analysis

(Not in Contract)

Section 3 - Preliminary Design

3.06 Public Information Meeting(s) and/or Public Hearing(s)

The Consultant will attend the Public Information Meeting for this project. Materials prepared for this meeting will be provided by others.

Public Hearing(s): Assume no public hearing will be necessary for this project.

Section 4 - Environmental

(Not in Contract)

Section 5 - Right-of-Way

(Not in Contract)

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

No bridges are affected by this project.

6.02 Advance Detail Plans (ADP)

The Consultant will review the advanced detailed plans developed for this project in accordance with the NYSDOT Highway Design Manual.

6.03 Contract Documents

The Consultant will review the Plans, Specifications and Estimate developed for this project in accordance with the NYSDOT Highway Design Manual.

6.04 Cost Estimate

The Consultant will review the Final Cost Estimate developed for this project in accordance with the NYSDOT Highway Design Manual.

6.05 Utilities

The Consultant will coordinate with affected utility companies to facilitate the timely relocation of utility poles and appurtenances. All utility owners, both private and public, will be requested by the Municipality to provide locations of all their underground utilities within the project corridor. Location information received from the utility owners will be analyzed for potential conflicts with proposed construction activities. The Consultant will provide part time inspection oversight during the relocation of all underground and overhead utilities. The Municipality will be responsible for preparing any necessary agreements with utility companies. All information received from utility owners regarding their on-site facilities will be compiled and provided to the Municipality for their records.

6.06 Construction Management Plan

The Consultant will prepare a Construction Management Plan in accordance with the Locally Administered Federal Aid Procedures Manual.

Section 7 - Advertisement, Bid Opening and Award
(by Supplemental Agreement)

Section 8 - Construction Support
(by Supplemental Agreement)

Section 9 - Construction Inspection
(by Supplemental Agreement)

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions (The following assumptions have been made for estimating purposes):

Section 1 Estimate 10 project meetings during the life of this agreement (not including public hearing/information meetings or specifically stated onsite studies).

Estimate 10 cost and progress reporting periods (September 2012 - June 2013) will occur during the life of this agreement.

Section 3 Estimate 2 concepts will be evaluated.

Estimate 1 design alternative will be analyzed in addition to the null alternative.

Estimate 1 Public Information Meetings, 3 community meetings and 1 Public Hearing

Estimate 1 cost estimate plus 2 updates will be required.

Section 7, 8 & 9 Bidding/Award and Construction Inspection/Administration Services are not included in this scope of work and will be added by Supplemental Agreement.

ATTACHMENT C

***Staffing Rates, Hours,
Reimbursables and Fee***

Exhibit A, Page 1
Salary Schedule

BARTON & LOGUIDICE, P.C.
Factory Street Reconstruction
PIN 7753.15

JOB TITLE	ASCE (A) OR NICET (N)		AVERAGE HOURLY RATES		MAXIMUM HOURLY RATES	OVERTIME CATEGORY
	GRADE		PRESENT 2012	PROJ'D 9/12	2012	
Principal	IX	(A)	\$95.00	\$95.00	\$103.00	A
Senior Vice President	IX	(A)	\$79.00	\$79.00	\$84.00	A
Vice President	IX	(A)	\$59.83	\$59.83	\$66.00	A
Senior Associate	IX	(A)	\$61.50	\$61.50	\$63.00	A
Associate	VIII	(A)	\$54.00	\$54.00	\$56.00	A
Associate Vice President	VIII	(A)	\$48.50	\$48.50	\$48.50	A
Senior Project Manager	VII	(A)	\$52.25	\$52.25	\$55.00	B
Senior Managing Engineer	VII	(A)	\$49.03	\$49.03	\$54.00	B
Sr Managing Environmental Scientist	VII	(A)	\$45.25	\$45.25	\$45.50	B
Senior Managing Transportation Planner	VII	(A)	\$47.50	\$47.50	\$47.50	B
Senior Project Landscape Architect	VII	(A)	\$31.95	\$31.95	\$32.20	B
Managing Hydrogeologist	VI	(A)	\$44.20	\$44.20	\$44.20	B
Managing Engineer	VI	(A)	\$41.40	\$41.40	\$43.30	B
Construction Manager	VI	(A)	\$42.00	\$42.00	\$42.00	B
Project Manager	VI	(A)	\$42.77	\$42.77	\$46.00	B
Senior Land Use Planner	V	(A)	\$38.50	\$38.50	\$39.50	B
Senior Project Engineer	V	(A)	\$36.59	\$36.59	\$40.00	B
Senior Project Industrial Hygienist	V	(A)	\$35.15	\$35.15	\$36.80	B
Senior Engineer	V	(A)	\$29.10	\$29.10	\$29.10	B
Senior Associate Project Manager	V	(A)	\$37.80	\$37.80	\$37.80	B
Project Landscape Architect	IV	(A)	\$29.45	\$29.45	\$31.40	B
Project Hydrogeologist	IV	(A)	\$33.50	\$33.50	\$33.50	B
Project Industrial Hygienist	IV	(A)	\$31.00	\$31.00	\$31.00	B
Project Engineer	IV	(A)	\$30.48	\$30.48	\$32.20	B
Project Environmental Scientist	IV	(A)	\$28.60	\$28.60	\$28.60	B
Engineer III	III	(A)	\$27.31	\$27.31	\$30.00	B
Hydrogeologist III	III	(A)	\$25.50	\$25.50	\$25.50	B
Environmental Scientist III	III	(A)	\$24.07	\$24.07	\$26.70	B
Industrial Hygienist III	III	(A)	\$23.20	\$23.20	\$23.20	B
Engineer II	II	(A)	\$24.43	\$24.43	\$25.50	B
Intern Architect II	II	(A)	\$23.75	\$23.75	\$25.50	B
Industrial Hygienist II	II	(A)	\$22.00	\$22.00	\$22.00	B
Environmental Scientist II	II	(A)	\$21.40	\$21.40	\$21.40	B
Engineer I	I	(A)	\$21.63	\$21.63	\$23.00	B
Hydrogeologist I	I	(A)	\$19.90	\$19.90	\$19.90	B
Industrial Hygienist I	I	(A)	\$22.00	\$22.00	\$22.00	B
Resident Engineer	IV	(N)	\$33.42	\$33.42	\$36.50	C
Principal Engineering Technician	IV	(N)	\$30.50	\$30.50	\$31.00	C
Senior Engineering Technician	IV	(N)	\$27.83	\$27.83	\$28.00	C
Engineering Technician	IV	(N)	\$27.20	\$27.20	\$27.20	C
Senior Designer	IV	(N)	\$24.80	\$24.80	\$24.80	C
Senior GIS Analyst	III	(N)	\$31.20	\$31.20	\$31.20	C
Senior Inspector	III	(N)	\$30.00	\$30.00	\$32.00	C
Inspector	II	(N)	\$19.00	\$19.00	\$19.00	C
Designer	II	(N)	\$20.50	\$20.50	\$20.50	C
Industrial Hygienist I	II	(N)	\$15.20	\$15.20	\$15.20	C
Engineering Aide	I	(N)	\$25.50	\$25.50	\$25.50	C
Senior Group Technical Assistant	NA	(N)	\$18.85	\$18.85	\$19.90	C
Group Technical Assistant / Technical Typist	NA	(N)	\$15.40	\$15.40	\$15.50	C

NOTES:

Hourly rates shall not exceed the maximums for the year shown above.

OVERTIME POLICY

Category A - No overtime compensation

Category B - Overtime compensated at straight-time rate

Category C - Overtime compensated at straight-time rate x 1.5

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

BARTON & LOGUIDICE, P.C.
Factory Street Reconstruction
PIN 7753.15

JOB TITLE	ASCE (A) OR NICET (N) GRADE	SECTIONS									TOTAL HOURS	PROJ'D HOURLY RATE	DIRECT TECHNICAL LABOR
		1	2	3	4	5	6	7	8 & 9				
Principal	IX										0	\$95.00	\$0.00
Senior Vice President	IX										0	\$79.00	\$0.00
Vice President	IX										0	\$59.83	0.00
Senior Associate	IX										0	\$61.50	0.00
Associate	VIII	39		16					25		81	\$54.00	4,374.00
Associate Vice President	VIII										0	\$48.50	0.00
Senior Project Manager	VII										0	\$52.25	0.00
Senior Managing Engineer	VII										0	\$49.03	0.00
Sr Managing Environmental Scientist	VII										0	\$45.25	0.00
Senior Managing Transportation Planner	VII										0	\$47.50	0.00
Senior Project Landscape Architect	VII										0	\$31.95	0.00
Managing Hydrogeologist	VI										0	\$44.20	0.00
Managing Engineer	VI										0	\$41.40	0.00
Construction Manager	VI										0	\$42.00	0.00
Project Manager	VI										0	\$42.77	0.00
Senior Land Use Planner	V										0	\$38.50	0.00
Senior Project Engineer	V										0	\$36.59	0.00
Senior Project Industrial Hygienist	V										0	\$35.15	0.00
Senior Engineer	V										0	\$29.10	0.00
Senior Associate Project Manager	V										0	\$37.80	0.00
Project Landscape Architect	IV								20		20	\$29.45	589.00
Project Hydrogeologist	IV										0	\$33.50	0.00
Project Industrial Hygienist	IV										0	\$31.00	0.00
Project Engineer	IV	6							64		72	\$30.48	2,194.56
Project Environmental Scientist	IV										0	\$28.60	0.00
Engineer III	III										0	\$27.31	0.00
Hydrogeologist III	III										0	\$25.50	0.00
Environmental Scientist III	III										0	\$24.07	0.00
Industrial Hygienist III	III										0	\$23.20	0.00
Engineer II	II								40		40	\$24.43	977.20
Intern Architect II	II										0	\$23.75	0.00
Industrial Hygienist II	II										0	\$22.00	0.00
Environmental Scientist II	II										0	\$21.40	0.00
Engineer I	I										0	\$21.63	0.00
Hydrogeologist I	I										0	\$19.90	0.00
Industrial Hygienist I	I										0	\$22.00	0.00
Resident Engineer	IV										0	\$33.42	0.00
Principal Engineering Technician	IV										0	\$30.50	0.00
Senior Engineering Technician	IV										0	\$27.83	0.00
Engineering Technician	IV										0	\$27.20	0.00
Senior Designer	IV										0	\$24.80	0.00
Senior GIS Analyst	III										0	\$31.20	0.00
Senior Inspector	III			16					120		136	\$30.00	4,080.00
Inspector	II										0	\$19.00	0.00
Designer	II										0	\$20.50	0.00
Industrial Hygienist I	II										0	\$15.20	0.00
Engineering Aide	I										0	\$25.50	0.00
Senior Group Technical Assistant	NA	10							6		16	\$18.85	301.60
Group Technical Assistant / Technical Typist	NA										0	\$15.40	0.00
TOTAL		57	0	32	0	0	0	276	0		365		\$12,516.36

Exhibit B, Page 1
Estimate of Direct Non-Salary Cost

BARTON & LOGUIDICE, P.C.
Factory Street Reconstruction
PIN 7753.15

1. Travel, Lodging and Subsistence

Trips to City	trips	miles per				
	15	140	miles/trip	2100		
Miscellaneous						
		Total Mileage		2100	@	\$0.550
						\$1,155.00

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$1,155

2. Reproduction, Drawings & Report

	<u>each</u>	<u>sheets/set</u>	<u>sets</u>	<u>extension</u>	
DESIGN PHASES I - IV:					
Misc Copies	\$	0.05	1000	1	\$ 50.00
Draft DAD		0.05	0	0	\$ -
DAD - Prelim. Review		0.05	0	0	\$ -
DAD - FHWA Review		0.05	0	0	\$ -
DAD - Advisory Agency		0.05	0	0	\$ -
Pre-Final DAD		0.05	0	0	\$ -
Final DAD		0.05	0	0	\$ -
DESIGN PHASES V - VI:					
Preliminary Structure Plan		0.15	0	0	\$ -
ADP (1/2 size)		0.15	0	0	\$ -
PS&E (1/2 size)		0.15	0	0	\$ -
Contract Drawings		0.15	0	0	\$ -
Contract Specifications		0.05	0	0	\$ -
Record Copy		0.10	0	0	\$ -

TOTAL DRAWING, REPORT, REPRODUCTION \$50

3. Photography & Processing - Film & Print Sets \$0

4. Mail, Postage & Shipping \$200

5. Subcontracts \$0
 Borings \$0
 Deck Cores (est.) \$0

TOTAL DIRECT NON - SALARY COST \$1,410

Exhibit C
Summary

BARTON & LOGUIDICE, P.C.
Factory Street Reconstruction
PIN 7753.15

	<u>TOTAL</u>
Item IA, Direct Technical Salaries (estimated) subject to audit	\$12,516
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$1,410
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)	\$0
Item III, Overhead (estimated) subject to audit (@172%)	\$21,528
Item IV, Fixed Fee (negotiated)	\$4,100
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	
<hr/>	
TOTAL ESTIMATED PROJECT COST	\$39,554
MAXIMUM AMOUNT PAYABLE	\$39,600

Ord No. 1

August 20, 2014

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Amending City Municipal Code §293, Vehicles and Traffic

At its August 18, 2014 meeting, City Council agreed in principle to support a revision proposed by Benchmark Family Services, Inc. for a school speed zone at their location at 1635 Ohio Street.

The attached Ordinance for City Council consideration expands the school speed zone already in place for the Ohio Street School to include Benchmark Family Services, Inc.

ORDINANCE

Amending City Municipal
Code §293, Vehicles and Traffic

Page 1 of 1

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Introduced by

BE IT ORDAINED that the City Council of the City of Watertown hereby amends the City Municipal Code § 293, Vehicles and Traffic by amending the following Section:

§ 293-51, Schedule III: School Speed Limits

Name of Street	Speed Limit (mph)	Location
Ohio Street	15	For that portion of Ohio Street commencing at a point 128 feet from its intersection with Eastern Boulevard and thence westerly a distance of 1320 feet

and,

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

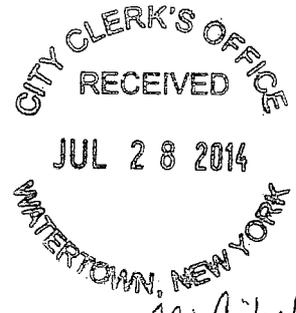
Seconded by



Benchmark Family Services, Inc.

"An Early Learning Center Committed to Excellence."

1635 Ohio Street
Watertown, NY 13601
(315) 786-7285



cc: City Manager

Mayor Jeffrey E. Graham and Members of the Watertown City Council,

We are writing in regards to a speed limit change in front of Benchmark Family Services. Benchmark is a school, overseen by NY State Department of Education (4410) and the Office of Children and Family Services. Our parents and the buses drop children off several times a day. Drop off and pick up times are as follows; 8:30, 11:30 a.m., and 12:30, 1:30 and 3:30p.m. Cars are continually passing the buses even though they have their lights on and their stop sign out. This does create a safety hazard for the children and staff here at Benchmark.

Ohio Street School located down the street from Benchmark has a 15 mile an hour speed limit sign posted about 60 feet from where our children are dropped off and picked up. At this time we are requesting that that the 15 mph school zone be moved down to include Benchmark Family Services.

Thank you for considering our request and the safety of the children in our community.

Sincerely,

[Signature]
Peg Feistel
Executive Director

Anita Henry
Supervisor of Day Care

Anita Henry





CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 27 August 2014

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Barben Green Subdivision Street Dedications Follow-up Report

This follow-up report from the one submitted to Council on 18 August 2014 provides additional detail of the Barben Green Subdivision. The remainder of this report will serve as the narrative to the enclosed slides to more easily show the issues.

Slide 1 depicts an overview of the approved subdivision that dates back to the late 1980's. The streets involved in the subdivision were Loomus Drive, Tapestry Lane and Spindle Lane. All of the properties shown that have Loomus Drive or Spindle Lane addresses were lots sold from the approved subdivision. All of the unsold lots and the streets are retained in the parcel listed as VL-4 Sunset Ridge.

Slide 2 shows the limits of VL-4. The streets were to be dedicated to the City according to the terms of an agreement reached between the City and the developer in the early 1990's that required certain work to be completed. The work was never completed and the items were never accepted by the City. In the intervening years the VL-4 was sold to a new owner and work was started to build out the remaining portions of the approved 1988 subdivision.

The first issue to arise from this process was the fact that the fully executed stormwater easement depicted in the original 1988 plat was not filed with the County Clerk and therefore none of the deeds of properties affected by that easement had easement language in the chain of title for the property. After a lengthy process and with the help of the City Attorney, the easement was codified and filed through a Declaration of Maintenance by the City for the affected properties in 2013. This solved the most immediate problem for all the property owners for this site which was the free flow of storm water along that drainage swale. Slide 3 depicts that drainage easement. Note that the easement does not encompass the undedicated streets. That portion was to be taken care of by the street dedications that never occurred. It is important to understand that only area where the City has solid jurisdiction is surrounding this easement.

The second stage issues and the reason for putting together the report at the last Council Meeting were those surrounding the build out of lots and the undedicated streets. Slide 4 depicts the main areas of complaint from local property owners. The most prevalent is shown by the yellow bubble areas that is the location of the current construction of a residential home. Stormwater flows down the hillside as depicted by the red arrows. It then flows down the curb line and into a catch basin and outlets into the drainage swale (yellow arrows). The swale is part of the City's drainage easement previously talked about. The main complaint here is the dirt and debris that comes off the hill and down to the catch basin. The secondary area of complaint was the area shown in the red bubbles

which was a stockpile area for fill during construction. Council asked for list of property owners that have complained, and they are listed below.

- Susan Johnson 1412 Loomus Drive
- Maryann Sayyeau, 1408 Loomus Drive
- Judith Jones, 433 Spindle Lane
- Brad Charlton, 1402 Loomus Drive

The complaints have been mostly telephonic to either the Engineering Department or Code Enforcement Office.

The main source of frustration of the property owners is the lack of jurisdiction of the City since the streets are still privately owned. Coupled with that is the age of the approved subdivision. Today, DEC rules and other similar requirements are written into the approval as conditions precisely to give the City some authority in the process. Since this project dates back to 1988, these conditions are not present. For their part, the property owners ask, why can't the City take over these streets?

This brings us to the question, what is the situation on-site in regard to a possible dedication of Loomus Drive and the constructed portion of Spindle Lane to the City? I will highlight the issues one by one, but Slide 5 nicely captures most of them in one picture.

1. The streets do not have standard curbing.
2. The streets do not have sidewalk installed, and there are numerous encroachments scattered around the area both private and public that need to be relocated to allow installation.
3. The streets have nonstandard National Grid light poles and fixtures per the Streetlight Agreement. These fixtures are listed on the inventory for the City with National Grid and the City has been paying for those facilities per the agreement on essentially privately owned streets for a number of years.
4. The water main, sanitary sewer, and storm sewer have not been dedicated to the City. City crews have been performing required maintenance on these private facilities for a number of years.
5. The streets themselves have not been dedicated and City and crews have plowing and maintaining the private streets also for a number of years.

This situation is very similar to the Palmer Street situation except that the problem is eighty years younger, there are utilities present in the roadbed, and the property owner is known and can be negotiated with.

In an attempt to rectify the situation, the Engineering Department would like to meet with the property owners to see if the issues can be better defined and if common ground can be reached. If so, then a report can be prepared for Council explaining where the parties are and what can be agreed to. Dedications come as a recommendation from the City

Engineer to the Council. It is the Council that will ultimately decide whether to accept the dedication or not. As with Palmer Street, any solution will not be the textbook solution but will instead be the exception.

Encl

Cc:

Gene Hayes, Superintendent of Public Works

Mike Sligar, Superintendent of Water

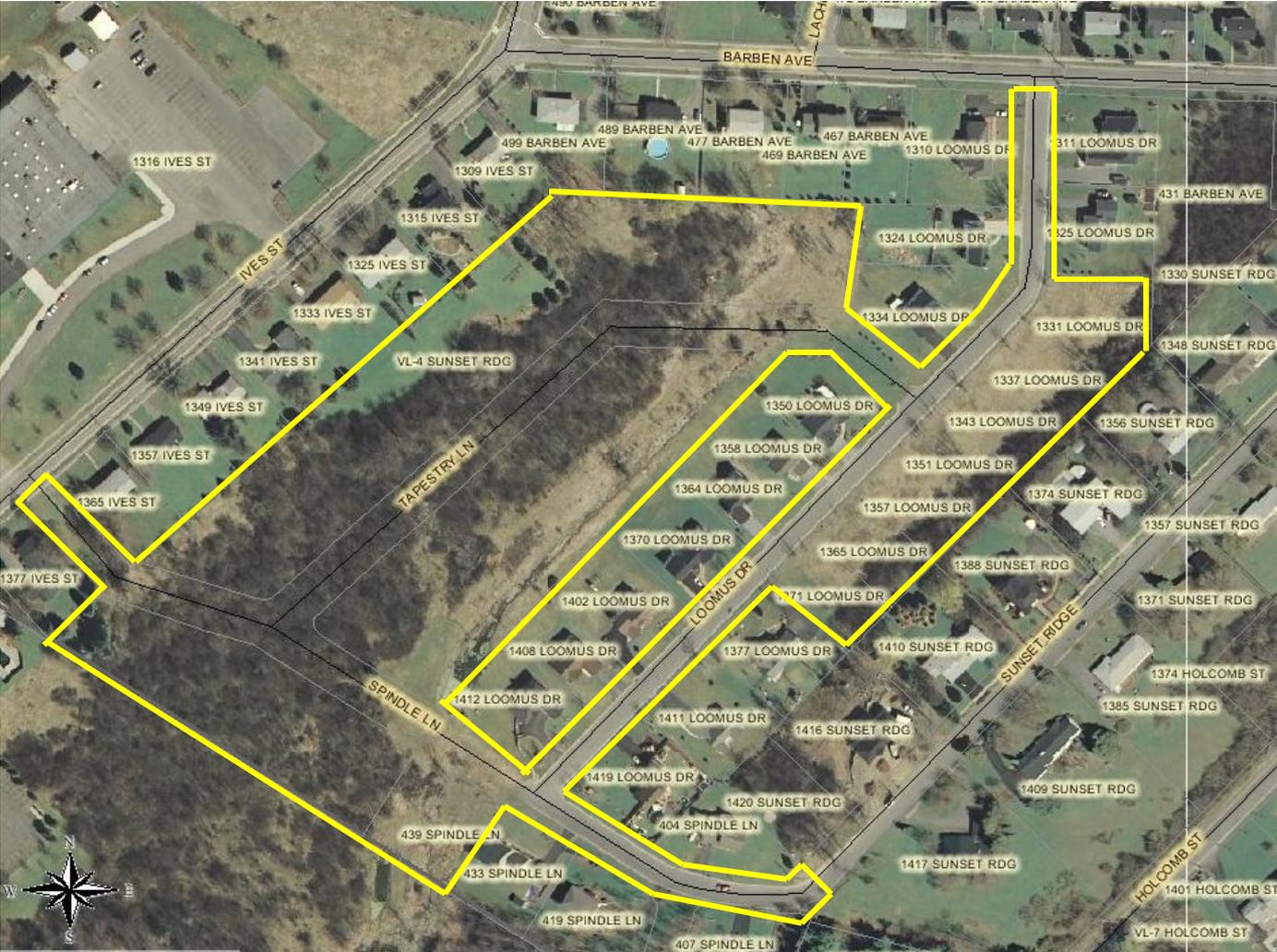
Ken Mix, Planning and Community Development Coordinator

Justin Wood, CE-II

Slide 1
Barben Green Subdivision
City of Watertown

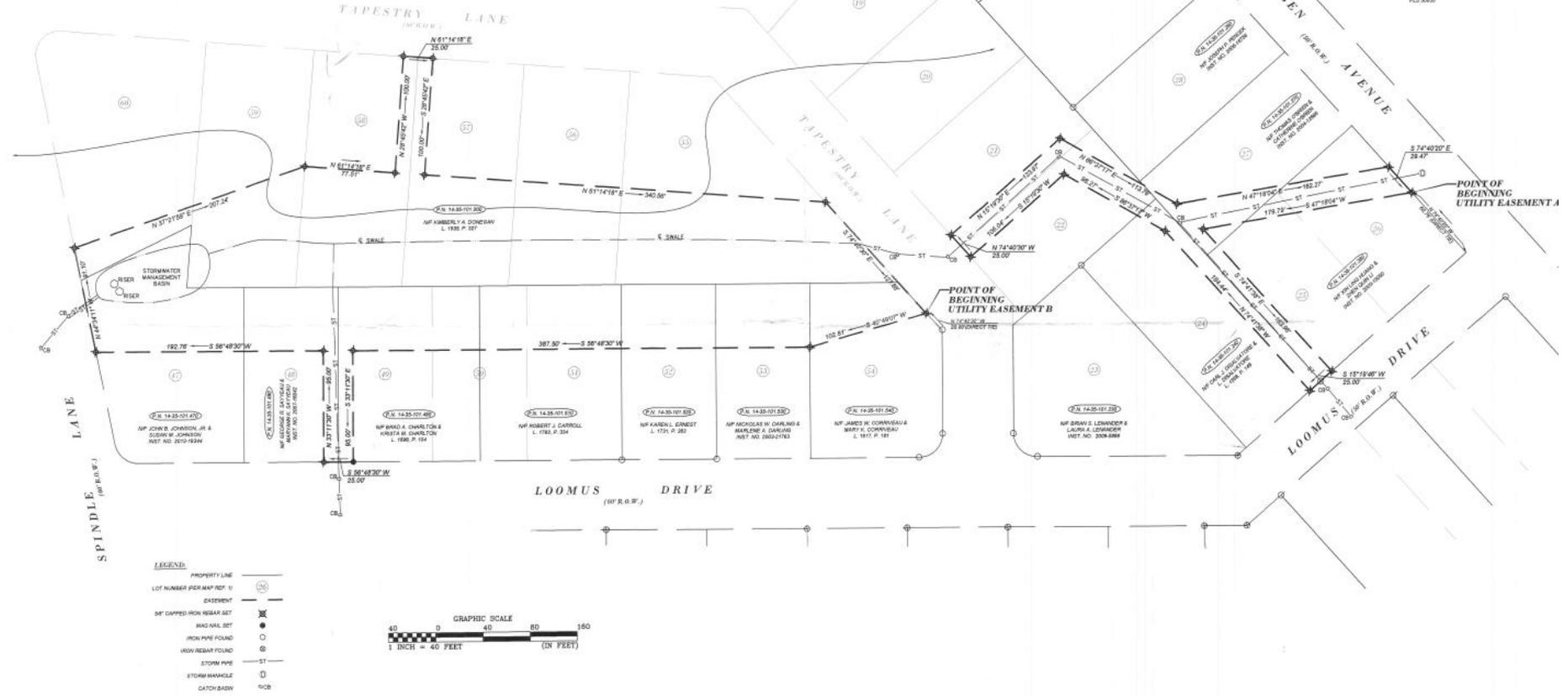
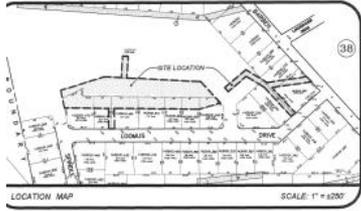


Slide 2
Vacant Lot 4
City of Watertown



Boundary VL-4

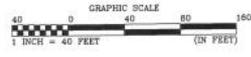
Slide 3 Storm Water Easement Barben Green Subdivision



- MAP REFERENCES**
1. BARBEN GREEN, FINAL PLAT, DRAWING NO. P. 1 AND P. 2, PROJECT NO. 1084, BY FRASERS ASSOCIATES, P.C., DATED SEPTEMBER 28, 1987, WITH A LAST REVISION DATE OF JANUARY 1, 1988.
 2. CITY OF WHITTOWN DEPARTMENT OF ASSESSMENT AND TAXATION TAX ASSESSMENT DISTRICT 14 MAP 18, WITH A LAST REVISION OF FEBRUARY 22, 2008.

- NOTES**
1. BEARINGS BASED ON MAGNETIC NORTH AS OBSERVED ON SITE.
 2. SURVEY DATE: JUNE-JULY, 2011.
 3. ALL UTILITIES SHOWN TO BE EXISTING. ALL UTILITIES SHOWN ON THIS MAP, OTHER PERMANENT FEATURES EXIST WITHIN A AND B WATCH ARE NOT SHOWN ON THIS MAP.
 4. THIS SURVEY PERFORMED WITHOUT THE BENEFIT OF ANY ABSTRACT OF TITLE.
SURVEYOR HAS MADE NO INVESTIGATION NOR ASCERTAIN FOR EXISTENCE OF RECORD INSTRUMENTS, RECORD COVENANTS, EASEMENTS, OR OTHER RIGHTS OR ANY OTHER INTERESTS IN AND CURRENT ABSTRACT TITLE RECORDS.
 5. UNDERGROUND FACILITIES, STRUCTURES OR UTILITIES SHOWN HAVE BEEN PLOTTED FROM A FRACTURE LOCATION AS AVAILABLE RECORDS. LOCATION SHOULD BE CONSIDERED APPROXIMATE ONLY. OTHER UNDERGROUND UTILITIES IN LOCATION OF WHICH IS NOT PRESENTLY KNOWN FROM A CONSTRUCTION CONTRACT UNDERGROUND UTILITIES CALL NEW YORK FOR LOCATION OF ALL UNDERGROUND UTILITIES (1-800-248-8028).
 6. CARE ON ALL DAP CAPPED IRON REBAR SET READ.
STORMED SET:
P.L.S. 5038

- LEGEND**
- PROPERTY LINE ———
 - LOT NUMBER PER MAP REF. 1
 - EASEMENT ———
 - DAP CAPPED IRON REBAR SET ———
 - IRON PIPE FOUND ———
 - IRON REBAR FOUND ———
 - STORM PIPE ———
 - STORM MANHOLE ———
 - CATCH BASIN ———



Slide 4
Areas of Complaint
Barben Green Subdivision



Slide 5
Issues with Dedication
Barben Green Subdivision

National Grid Pole to be Relocated for sidewalk

Tree to be removed to for sidewalk

Private Fence encroachment to be relocated for sidewalk

Non Standard Lighting on City inventory to be relocated for sidewalks

Non Standard Curb



August 28, 2014

To: The Honorable Mayor and City Council
From: Michael A. Lumbis, Planner
Subject: 10th Mountain Division Memorial

Earlier this week I had an opportunity to meet with Mike Plummer and Gill Pearsall from the North Country Honors the Mountain Committee regarding the proposed location of the 10th Mountain Division Memorial. As requested by the City Council, I presented several alternative locations for their consideration as follows:

Thompson Park – Near the Main Flagpole
Thompson Park – Near the Vietnam War Plaque and Benches
Thompson Park – At the Zoo Entrance
Thompson Park – At Tower Square
Thompson Park – Near the Park Circle Flagpole
Public Square – Main Island Near the Gazebo
Jefferson County Historical Society Grounds
Masonic Temple Grounds
Jefferson County Office Building and Court Complex Walkway
Mayor Butler Pavilion
Veterans Memorial Riverwalk
Whitewater Park
Fairgrounds – Near the Flagpole and Pool Entrance
Fairgrounds – In Bicentennial Park near the river
Jefferson Community College

During the meeting, we discussed each of the locations in general terms and spoke about the existing infrastructure at each site, existing site access, design issues, site security, pedestrian traffic, parking, etc. Mr. Plummer and Mr. Pearsall then visited each of the sites and narrowed them down to the six identified in **bold** above. They felt these six would work the best to meet their overall project goals and objectives.

Mr. Plummer has presented each of these sites to his Memorial Sub-Committee for further consideration. The sub-committee reviewed and ranked the sites based on several criteria including the following: Amount of site preparation needed, the amount of future maintenance required, potential for vandalism, whether the site was photogenic, reflective and contemplative, the amount of pedestrian traffic and whether it would be appealing to both

civilian and military mind sets, among other criteria. Following their review, the originally selected Thompson Park location near the Bandstand continued to rank above the others. The sub-committee cited the high pedestrian volumes, existing sidewalks, minimal amount of site preparation, nearby parking and picturesque setting as reasons why this site was preferred over the others.

Three of the other sites tied for second in the ranking including the Thompson Park Tower Square Site, the Park Circle site and the Fairgrounds site. Attached for your review are pictures showing the various sites along with aerial photos of each of the locations.

The Thompson Park Tower Square site would make an excellent location as it is very close to the main pedestrian activity areas in the park. The open grassy area would essentially be a “blank slate” that could foster the development of a unique design with walkways and formal plantings that could make this location a special and a fitting home to the monument. While the “blank slate” provides the most design flexibility and options, it also means that the costs would increase as the site, at a minimum, would have to be made handicapped accessible and would require the installation of new walkways and ramps.

The Thompson Park Circle location would make a good location as well as it is very visible and could possibly take advantage of the existing walkways located there. However, the pedestrian volumes, while fairly strong, are not as impressive as the Tower Square and Bandstand sites. The monument design may have to be modified to fit the existing walkway layout and/or the pavement would have to be widened. A lack of parking would also be a concern.

The Fairgrounds has two potential locations; one within Bicentennial Park and one closer to the pool and arena. The site in Bicentennial Park would be along the new trail overlooking the river. The pedestrian volumes at this location would be lower compared to Thompson Park. The monument design might have to be modified to fit the existing walkway layout and/or additional trails and pavement would have to be installed for accessibility.

The other Fairgrounds site would be near the northwest corner of the arena in a grassy area near the flagpole. With activities and events happening in the arena several days per week on a year round basis, this would be another favorable location as this site would provide pedestrian numbers that would easily meet or possibly exceed Thompson Park. While some additional site work may be required to accommodate the monument, the overall size of the site is not as large as Tower Square, so the cost of the additional site work would be minimal. The site is also picturesque with several mature trees nearby, would be appealing to many, would not be prone to vandalism and has plenty of nearby parking.

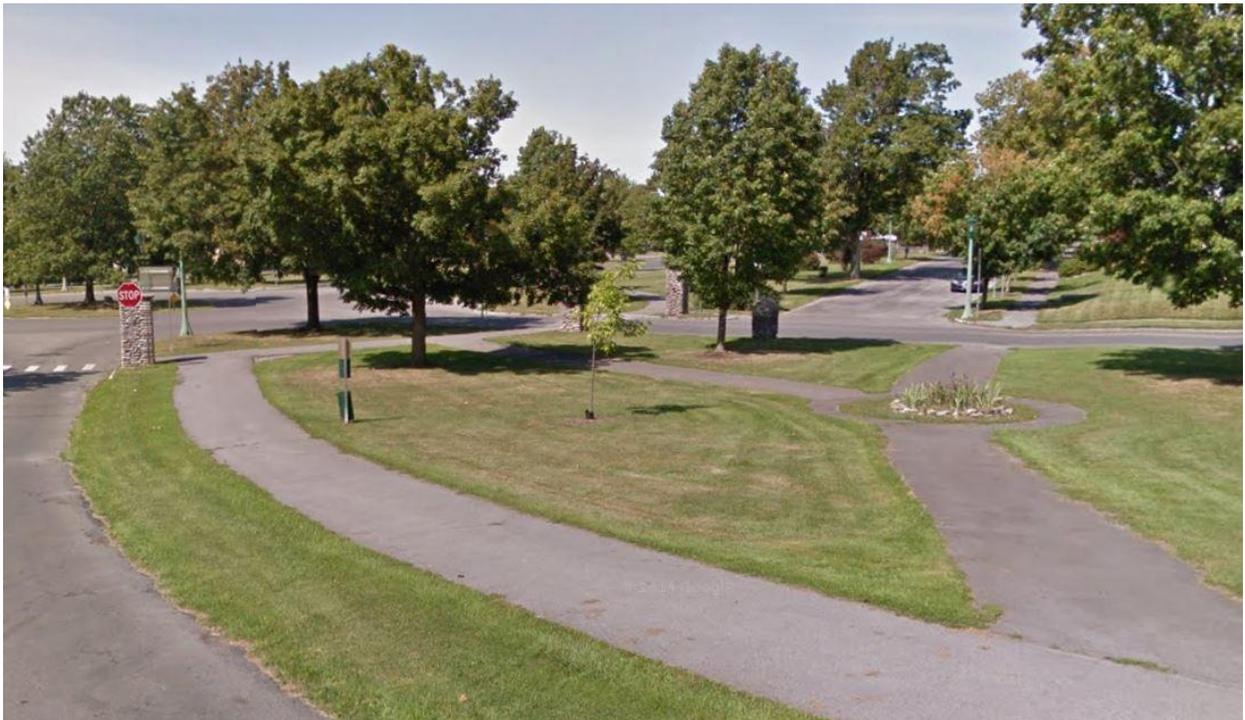
There are a number of good alternatives as detailed above but the main drawback to each of them would be the extra costs associated with the additional site work that would be required. The additional site work has been described in very general terms and additional investigation and design would have to be completed to more accurately determine the actual costs and impact to the project budget.

Potential 10th Mountain Division Memorial Locations

Tower Square – Thompson Park



Thompson Park – Park Circle Area



Potential 10th Mountain Division Memorial Locations

Bicentennial Park – Fairgrounds



Pool and Ice Arena Area – Fairgrounds



Potential 10th Mountain Division Memorial Locations

Originally Proposed Location in Thompson Park
Near the Bandstand and Walkway Intersection



THOMPSON PARK - TOWER SQUARE



1 inch = 60 feet

THOMPSON PARK - PARK CIRCLE AREA



1 inch = 60 feet

FAIRGROUNDS - BICENTENNIAL PARK AND ARENA SITES



1 inch = 80 feet

PROPOSED 10th MOUNTAIN DIVISION MEMORIAL



August 27, 2014

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning and Community Development Coordinator

Subject: Potential Funding for Sewall's Island

The 2013-14 New York State Budget included \$12 million for environmental restoration projects under the New York Works Round II (NYWII) Statewide Capital Infrastructure Program. DEC has decided to use NYWII funding to complete ERP remediation projects for sites with DEC approved Record of Decisions (RODs). There are 27 such sites, including Sewall's Island. Under NYWII, DEC will perform the remedial activities subject to an agreement with the municipality, providing the municipality agrees to pay 10% of the project cost to DEC.

DEC's responsibilities will include:

1. Designing and implementing the remedies set forth in the ROD;
2. Preparing any necessary Environmental Easement documents for the City's execution; and
3. Preparing any necessary Site Management Plan.

The City's responsibilities will include:

1. Executing and implementing any DEC prepared Environmental Easement; and
2. Implementing the Site Management Plan, including all operation, maintenance and monitoring; and
3. Providing the required Periodic Review Reports as set forth in the Site Management Plan.

The City's original ERP grant paid for the environmental investigation of the site. We were allowed to use some of those funds to remove the worst of the discovered contamination, including a petroleum spill; waste-filled drums; and mercury, through Interim Remedial Measures.

The remedy identified in the Record of Decision for the site includes site cover, an Environmental Easement and a Site Management Plan before it can be redeveloped. For commercial use of the property, the cover may consist of structures, pavement or a foot of soil where the upper one foot of exposed surface soil exceeds acceptable contamination levels. The estimated cost of the remedial measure was \$550,000. Unfortunately, the State's ERP program was completely expended at the time the Sewall's Island Record of Decision was approved by DEC. This new funding gives

the City an opportunity to move ahead with the next phase and complete work that will otherwise be a cost to future development.

Applications for the funding are due by October 30, 2014. The City's share of the project will be \$55,000, if the estimate holds true. If Sewall's Island is awarded funds, the City may terminate the agreement if DEC's estimate after designing the project exceeds the initial cost estimate by at least three times.

If the City Council wishes to proceed with this funding opportunity, a resolution will be prepared authorizing the application.

August 28, 2014

To: The Honorable Mayor and City Council
From: Sharon Addison, 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.

With Council approval, Staff will contact members for reappointment. Staff would also be happy to reach out to any new individual recommended by City Council.

Board or Commission	Appointed By	Term	Name of Member	Date of Appt.	Term Expires
Board of Asses. Review	Council	5 Years	Shawn E. Griffin	11/15/2010	9/30/2014
Board of Asses. Review	Council	5 Years	Linda J. Fields	7/18/2011	9/30/2016 Resigned
Transportation Commission	Council	3 Years	Roberta Haggerty		4/1/2016 Resigned
Empire Zone Admin. Bd.	Council	3 Years	Robert Lawlor	8/15/2011	5/31/2014
Empire Zone Admin. Bd.	Council	3 Years	James Fitzpatrick	8/1/2011	5/31/2014
Empire Zone Admin. Bd.	Council	3 Years	Peter Sovie	8/1/2011	5/31/2014
Empire Zone Admin. Bd.	Council	3 Years	Debbie Cavallario	7/2/2012	5/31/2015 Resigned
Board of Ethics	Council	1 Year	Jean A. Bilow	11/18/2013	12/31/2014
Board of Ethics	Council	1 Year	Brian S. Phelps	11/18/2013	12/31/2014
Board of Ethics	Council	1 Year	Rande S. Richardson	11/18/2013	12/31/2014
Board of Ethics	Council	1 Year	James St. Croix	11/18/2013	12/31/2014
Flower Memorial Library	Mayor w/Council	11 Years	Maxine Quigg	2003	12/31/2014
City Constable	Council	1 Year	Patricia J. Hennegan	11/18/2013	12/31/2014
Deputy City Constable	Council	1 Year	Michael J. Hennegan	11/18/2013	12/31/2014

August 20, 2014

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Sales Tax Revenue – July 2014

The City has received the monthly sales tax revenue amount from Jefferson County. In comparison to July 2013, the July 2014 sales tax revenue on an actual to actual basis is down \$79,750 or 5.34%. In comparison to the original budget projection for the month of July, sales tax is down \$121,238 or 7.90%.

The attached spreadsheet shows the detail collections for this year and last year along with the budgeted amounts. Collections for the Fiscal Years' 2010-11, 2011-12, 2012-13 and 2013-14 have been included for historical perspective.

Please note that this payment as well as next month's payment represents an estimated payment made by the State to the County and will be trued up by the State with the October payment.

	<u>Actual 2010-11</u>	<u>Actual 2011-12</u>	<u>Actual 2012-13</u>	<u>Actual 2013-14</u>	<u>Actual 2014-15</u>	<u>Variance</u>	<u>% Inc/(Dec) to Prior Year</u>	<u>Quarterly Variance</u>	<u>% Inc/(Dec) to Prior Quarter</u>
July	\$ 1,294,030	\$ 1,359,433	\$ 1,361,364	\$ 1,492,579	\$ 1,412,829	\$ (79,750)	-5.34%		
August	\$ 1,250,127	\$ 1,319,714	\$ 1,357,130	\$ 1,463,877	\$ -		0.00%		
September	\$ 1,777,374	\$ 1,886,899	\$ 2,071,785	\$ 1,760,254	\$ -		0.00%	(79,750)	-1.69%
October	\$ 1,147,531	\$ 1,215,879	\$ 1,301,624	\$ 1,584,174	\$ -		0.00%		
November	\$ 1,203,035	\$ 1,207,881	\$ 1,274,589	\$ 1,116,784	\$ -		0.00%		
December	\$ 1,681,408	\$ 1,897,409	\$ 1,714,672	\$ 1,543,425	\$ -		0.00%	-	0.00%
January	\$ 1,213,795	\$ 1,195,675	\$ 1,276,483	\$ 1,238,468	\$ -		0.00%		
February	\$ 984,089	\$ 1,036,230	\$ 1,160,663	\$ 1,076,005	\$ -		0.00%		
March	\$ 1,445,902	\$ 1,624,451	\$ 1,453,454	\$ 1,471,964	\$ -		0.00%	-	0.00%
April	\$ 1,190,708	\$ 1,217,913	\$ 1,293,493	\$ 1,271,765	\$ -		0.00%		
May	\$ 1,164,270	\$ 1,224,057	\$ 1,373,513	\$ 1,298,653	\$ -		0.00%		
June	\$ 1,654,800	\$ 2,029,525	\$ 1,609,032	\$ 1,699,052	\$ -		0.00%	-	0.00%
YTD	<u>16,007,070</u>	<u>17,215,066</u>	<u>17,247,801</u>	<u>17,017,001</u>	<u>1,412,829</u>	<u>(79,750)</u>	<u>-5.34%</u>		

	<u>Original Budget</u>		<u>Variance</u>	<u>%</u>	<u>Quarterly Variance</u>	<u>% Inc/(Dec) to Prior Quarter</u>
	<u>2014-15</u>	<u>Actual 2014-15</u>				
July	\$ 1,534,067	\$ 1,412,829	\$ (121,238)	-7.90%		
August	\$ 1,504,566	\$ -		0.00%		
September	\$ 1,809,181	\$ -		0.00%	(121,238)	-2.50%
October	\$ 1,628,207	\$ -		0.00%		
November	\$ 1,147,826	\$ -		0.00%		
December	\$ 1,586,326	\$ -		0.00%	-	0.00%
January	\$ 1,272,892	\$ -		0.00%		
February	\$ 1,105,913	\$ -		0.00%		
March	\$ 1,512,879	\$ -		0.00%	-	0.00%
April	\$ 1,307,115	\$ -		0.00%		
May	\$ 1,334,750	\$ -		0.00%		
June	\$ 1,746,279	\$ -		0.00%	-	0.00%
YTD	<u>17,490,000</u>	<u>1,412,829</u>	<u>(121,238)</u>	<u>-7.90%</u>		