

AGENDA
COMMON COUNCIL MEETING
FEBRUARY 13, 2023

PUBLIC HEARING – Re: Proposed Local Law No. 1 of the Year 2023 7:05 p.m.

PUBLIC HEARING – Re: Zone Change – 171 East Second Street 7:10 p.m.

PUBLIC SESSION 7:15 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL FOR REGULAR MEETING 7:30 p.m.

MAYOR’S REPORT TO THE COMMON COUNCIL

- RESOLUTION NO. 46 – Approve Minutes Common Council Meeting Held January 23, 2023
47 – Appoint Commissioner of Deeds
48 – Approve Use of Public Space to the Greater Oswego-Fulton Chamber of Commerce in Order to Host the Annual Farmer’s Market to be Held June 8, 2023 to October 12, 2023
49 – Approve Use of Public Space – Katrina DeBaum, of the Oswego County Humane Society, to Host the Rover Run 5K to be Held Sunday, April 30, 2023
50 – Accept Donation of a Plaque from Lori Hunt in Honor of Shirley LeRoy Winterhalt to be Added to an Existing Bench in Breitbeck Park
51 – Approve Local Law No. 1 of the Year 2023 - A Local Law Amending Local Law No. 1 of the Year 2020 – A Local Law Amending the “Electrical Code of the City of Oswego, New York” in its Entirety
52 – Approve Change of Zone for Property Located at 171 East Second Street, From a TN2 Traditional Neighborhood 2 District to a TB Traditional Business District
Re: Petition of Anthony Pauldine
53 – Approve the 2023 Paving Plan and Continue the Use of an Existing Contract for Asphalt Concrete Paving
54 – Authorize Mayor to Sign Change Order No. 2 with Delta Engineers, Architect and Land Surveyors in the Amount of \$109,884.31 for the Phase II International Pier Improvements Project
55 – Authorize Mayor to Sign Change Order No. 3 with W.D. Malone Trucking & Excavating, Inc. to Correct a Mathematical Error for the Phase II International Pier Improvements Project
56 – Authorize Mayor to Accept Proposal Submitted by KOMPAN, INC. for the Construction of the New Rotary Park Playground
57 – Authorize City Chamberlain to Complete a Budget Amendment to the Parks Contracted Services Account in the Amount of \$120,000.00 to Pay for the New Rotary Park Playground
58 – Authorize City Chamberlain to Complete a Budget Amendment to the Municipal Building Contracted Services Account in the Amount of \$12,490.00 for New Carpeting in the Safe Haven Holocaust Refugee Shelter Museum’s Exhibit Room
59 – Waive Rules of Common Council to Present Resolution Nos. 60-62 From the Floor Without Committee Consideration
60 – Motion to Rescind Resolution No. 36 Dated January 23, 2023
61 – Authorize Mayor and/or Community Development Director to Execute All Documents Necessary for the 2023 Summer Concert Series, Block Parties, and the 2023 Independence Day Celebration
62 – Approve the Advertisement of Sealed Bids for Properties Located in the City of Oswego
63 – Adjournment

Common Council Proceedings

IN COMMON COUNCIL

Monday Evening February 13, 2023

Meeting Called to Order at 7:11 P.M.

Public Hearing

7:05 P.M.

ROLL CALL

	PRESENT	ABSENT
His Honor the Mayor	✓	
Councilor McBrearty	✓	
Councilor Burridge	✓	
Councilor Hill, Jr.	✓	
Councilor Walker	✓	
Councilor Gosek	✓	
Councilor Plunkett	✓	
Councilor Corradino	✓	

January 26, 2023

#973 LEGAL NOTICE PUBLIC HEARING - TAKE NOTICE, that a public hearing will be held before me at the Common Council Chambers, City Hall, 13 West Oneida Street, Oswego, New York, on Monday, February 13, 2023, at 7:05 p.m. on the following proposed Local Law, which was introduced at a meeting of the Common Council held January 23, 2023, entitled: (Proposed) LOCAL LAW NO. *1 OF THE YEAR 2023 - A LOCAL LAW AMENDING LOCAL LAW NO. 1 OF THE YEAR 2020 - A LOCAL LAW AMENDING THE "ELECTRICAL CODE OF THE CITY OF OSWEGO, NEW YORK IN ITS ENTIRETY *Introductory Number Only BY ORDER OF THE COMMON COUNCIL WILLIAM J. BARLOW, JR. MAYOR Dated: Oswego, New York, this 24th Day of January 2023 #973: January 26, 27, 2023

January 27, 2023

#973 LEGAL NOTICE PUBLIC HEARING - TAKE NOTICE, that a public hearing will be held before me at the Common Council Chambers, City Hall, 13 West Oneida Street, Oswego, New York, on Monday, February 13, 2023, at 7:05 p.m. on the following proposed Local Law, which was introduced at a meeting of the Common Council held January 23, 2023, entitled: (Proposed) LOCAL LAW NO. *1 OF THE YEAR 2023 - A LOCAL LAW AMENDING LOCAL LAW NO. 1 OF THE YEAR 2020 - A LOCAL LAW AMENDING THE "ELECTRICAL CODE OF THE CITY OF OSWEGO, NEW YORK IN ITS ENTIRETY *Introductory Number Only BY ORDER OF THE COMMON COUNCIL WILLIAM J. BARLOW, JR. MAYOR Dated: Oswego, New York, this 24th Day of January 2023 #973: January 26, 27, 2023

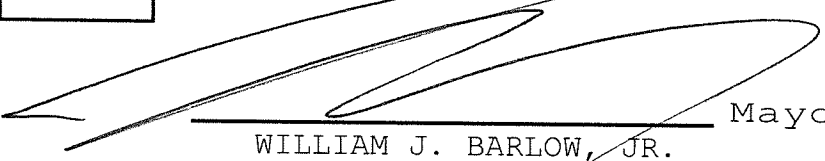
CITY OF OSWEGO, NEW YORK
Motions, Resolutions and NoticesBy Councilor CorradinoRESOLVED, that this Public Hearing now adjourn at 7:12 p.m.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge	✓		
Councilor Hill, Jr. X	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

I certify that the foregoing resolution
was duly passed by the Common Council
on the 13th day of February 2023
MARK TESORIERO

City Clerk

Approved February 14, 2023
WILLIAM J. BARLOW, JR.

Mayor

Common Council Proceedings

IN COMMON COUNCIL

Monday Evening February 13, 2023

Meeting Called to Order at 7:12 P.M.

Public Hearing

7:10 P.M.

ROLL CALL

	PRESENT	ABSENT
His Honor the Mayor	✓	
Councilor McBrearty	✓	
Councilor Burridge	✓	
Councilor Hill, Jr.	✓	
Councilor Walker	✓	
Councilor Gosek	✓	
Councilor Plunkett	✓	
Councilor Corradino	✓	

January 24, 2023

January 27, 2023

#974 LEGAL NOTICE

PUBLIC HEARING - TAKE NOTICE, that pursuant to the provisions of the Code of the City of Oswego, New York, Chapter 280, Zoning, Section 280-95 and a Resolution adopted by the Common Council of the City of Oswego, New York at a meeting held Monday evening, January 23, 2023, a Public Hearing will be held in the Common Council Chambers, City Hall, 13 West Oneida Street, Oswego, New York, on Monday evening, February 13, 2023 at 7:10 p.m. on a proposed Amendment to the Comprehensive Zoning Ordinance and Official Map of the City of Oswego, New York, as follows:

To change ALL THAT TRACT OR PARCEL OF LAND, situate in the Fourth Ward of the City of Oswego, County of Oswego and State of New York, and more particularly described as being real property located at 171 East Second Street, and identified by tax map number: 128.64-02-39, be changed from a TN2 Traditional Neighborhood 2 Zoning District to a TB Traditional Business Zoning District.

BY ORDER OF THE COMMON COUNCIL

Mark Tesoriero, City Clerk

Dated: Oswego, New York, this
24th Day of January 2023

#974: January 26, 2023

#974 LEGAL NOTICE

PUBLIC HEARING - TAKE NOTICE, that pursuant to the provisions of the Code of the City of Oswego, New York, Chapter 280, Zoning, Section 280-95 and a Resolution adopted by the Common Council of the City of Oswego, New York at a meeting held Monday evening, January 23, 2023, a Public Hearing will be held in the Common Council Chambers, City Hall, 13 West Oneida Street, Oswego, New York, on Monday evening, February 13, 2023 at 7:10 p.m. on a proposed Amendment to the Comprehensive Zoning Ordinance and Official Map of the City of Oswego, New York, as follows:

To change ALL THAT TRACT OR PARCEL OF LAND, situate in the Fourth Ward of the City of Oswego, County of Oswego and State of New York, and more particularly described as being real property located at 171 East Second Street, and identified by tax map number: 128.64-02-39, be changed from a TN2 Traditional Neighborhood 2 Zoning District to a TB Traditional Business Zoning District.

BY ORDER OF THE COMMON COUNCIL

Mark Tesoriero, City Clerk

Dated: Oswego, New York, this
24th Day of January 2023

#974: January 26, 27, 2023

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor

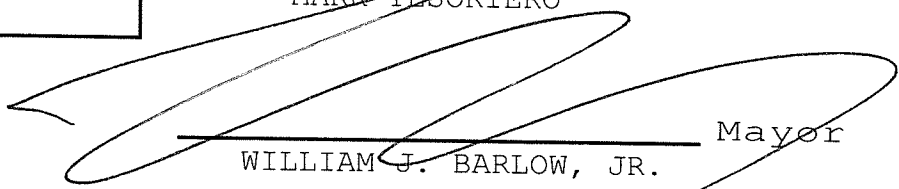
BurridgeRESOLVED, that this Public Hearing now adjourn at 7:13 p.m.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker *	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

Approved February 14, 2023I certify that the foregoing resolution
was duly passed by the Common Council
on the 13th day of February 2023
MARK TESORIERO

City Clerk


WILLIAM J. BARLOW, JR.

Mayor

Resolution prepared by City Clerk's OfficePage No.

Common Council Proceedings

IN COMMON COUNCIL

Monday Evening February 13, 2023

Meeting Called to Order at 7:30 P.M.

Regular Meeting

ROLL CALL

	PRESENT	ABSENT
His Honor the Mayor	✓	
Councilor McBrearty	✓	
Councilor Burridge	✓	
Councilor Hill, Jr.	✓	
Councilor Walker	✓	
Councilor Gosek	✓	
Councilor Plunkett	✓	
Councilor Corradino	✓	

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Plunkett

RESOLVED, that the minutes of the Regular Common Council Meeting held Monday evening, January 23, 2023, be and they hereby are approved and accepted.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burrridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 13th day of February 2023

MARK TESORIERO City Clerk

Approved February 14, 2023

WILLIAM J. BARLOW, JR. Mayor

February 13, 2023

To the Honorable, the Common Council
The City of Oswego, New York

Councilors:

We, the undersigned, hereby petition your Honorable body for
Appointment as Commissioner of Deeds in and for the City
of Oswego, New York for a term of two years next following:

Respectfully submitted,

Chantelle Manwaring	22 Harbor Brook Drive	Oswego, NY 13126
Mark Tesoriero	119 West Fifth Street	Oswego, NY 13126
Thomas Stults Jr.	119 West Fifth Street	Oswego, NY 13126
Robert E. Wilmott	173 E Fifth Street	Oswego, NY 13126
Timothy Plunkett	198 E Albany St Apt 1	Oswego, NY 13126
Andrew Hall	65 Ontario St	Oswego, Ny 13126
James Cloonan	11 E Mohawk St	Oswego, NY 13126
Karen Sherman Saunders	2444 Co. Rte. 7	Oswego, NY 13126
Gabrielle D. Caruso	233 Munn Street	Oswego, NY 13126
Eva Michelle Love	415 Emery Road	Fulton, NY 13069
Amanda Shafer	371 West 4 th Street South	Fulton, NY 13069

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Walker

RESOLVED, that the foregoing named persons be and they hereby are appointed Commissioner of Deeds in and for the City of Oswego, New York for a term of two years next following.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burrridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 13th day of February 2023

MARK TESORIERO

City Clerk

Mayor

WILLIAM J. BARLOW, JR.

Approved February 14, 2023

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 2/1/2023

- ☐ Planning & Development
- ☒ Physical Services
- ☐ Administrative Services
- ☐ Human Services

Fr: Office of

- | | |
|---|--|
| ☐ City Attorney | ☐ Purchasing Agent |
| ☐ City Chamberlain | ☐ Recreation |
| ☐ City Clerk | ☐ Sewage Treatment Plant, E/W |
| ☐ City Engineer | ☐ Traffic Engineering |
| ☒ Community Development | ☐ Dept. of Water |
| ☐ Dept. of Fire | ☐ Dept. of Works |
| ☐ Dept. of Personnel | ☐ Zoning & Planning |
| ☐ Dept. of Police | ☐ Other |

RE: Farmer's Market 2023

Dear Councilors:

The Special Events Committee through the Office of Economic and Community Development received a request from the Greater Oswego - Fulton Chamber of Commerce regarding the Annual Weekly Farmer's Market to be held on Thursdays beginning June 8, 2023 to October 12, 2023.

The event is requesting the use of public space and road closure of West First Street between West Mohawk Street and West Bridge Street and the use of Civic Plaza. The event will be from 3:30 p.m. to 8:30 p.m. The event is requesting use of the City's Bandstand during the event.

CITY OF OSWEGO SPECIAL EVENT APPLICATION



The City of Oswego recognizes special events as an important part of Oswego's quality of life. They enhance tourism, provide economic benefit to businesses, promote cultural diversity and provide affordable entertainment.

Required Event Information:

Applicant name: Greater Oswego-Fulton Chamber of Commerce Phone: 315-343-7681 Email: sbroadwell@oswegofultonchamber.com

City Resident: Yes ☒ No ☐

Event Contact Person: Sara Broadwell

Nonprofit: Yes ☒ No ☐

Contact Information on Day of Event: _____

Event Coordinator: Taylor Davis Phone: 315-236-8777 Email: tdavis@oswegofultonchamber.com

Name of the Event: Oswego Farmer's Market Event Location/Address: West 1st Street, between Bridge St. and Oneida

Event Dates: Thursday Nights 8/23-10/12/23 Time of Event: 4:00-8:00 pm

Description of the Event: Farmers Market with multiple vendors - selling home grown food and handmade items.

Additionally, entertainment on certain weeks and use of city stage and civic plaza.

Event Type: Procession / Parade ☐ Public Assembly ☒ Organized Competitive Event ☐ Festival ☐ Block Party ☐

Estimated Number of Participants or Attendees 20 + vendors and community members in attendance

**Events with 5,000 or more participants or attendees are required to provide an Incident Action Plan*

Event Site Map Must be Attached

Are you planning to sell or service alcohol? Yes ☐ No ☒
*Chapter 59 of City of Oswego Code

Are you planning a firework display? Yes ☐ No ☒
Requires firework permit

Are you planning to use sound amplification? Yes ☐ No ☒
**Chapter 165 of City of Oswego Code

***NYS Penal Law, Article 405.00*

Requested Fee Services:

☒ Road closure
\$150 flat fee per area -- (point A to Point B for barricades) -- Identify on Site Map

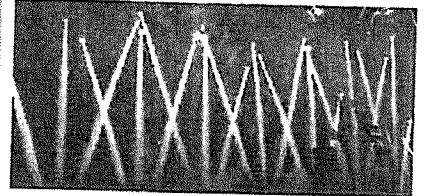
☐ Bandstand
\$150 flat fee per day

☐ Veterans Stage
\$75 flat fee per day

☐ McCrobie Building Rental
\$93.50/hour with a minimum charge
of 3 hours

☐ Breitbeck Pavilion Rental
\$75 flat fee per day

CITY OF OSWEGO SPECIAL EVENT APPLICATION



City Parks & Public Areas

- ☐ Breitbeck Park ☐ Washington Park ☐ Franklin Square (West Park) ☐ Linear Park East ☐ Linear Park West ☐ Montcalm Park
☐ Oak Hill Park ☐ Veteran's Memorial Park/Veteran's Stage ☐ Hamilton Park ☒ Civic Plaza ☐ McCrobie Building

Event Plan- Vendors And Concessions

Are you requiring admission fees / donations to enter your event? ☐ Yes / if yes, cost of admission: _____ ☒ No

What kind of barriers will be used to close off the area? wooden road blocks

Will there be vending? ☒ Food ☐ Beverage ☒ Goods ☐ Services Total Vendors: 20 +

Will food be sold, served, or given away? ☒ Yes ☐ No

Will items or services be sold at the event? ☒ Yes, if YES, please describe: vendors sell their goods ☐ No

Event Plan- Entertainment And Activities

Entertainment:

Are there any musical entertainment features related to your event? ☒ Yes ☐ No

What type of live Entertainment will be featured at your event? various - singers, bands, dancers

- ☐ Dance
☐ Jugglers
☐ DJs Bands
☐ Other

Please describe: entertainment will vary from musical entertainers, high school bands, dancers, etc.

Event Plan- Vendors And Concessions

Does the proposed special event involve water related activities involving the Oswego River and/or Oswego Harbor? ☐ Yes ☒ No

Please describe: _____

Number of Stages: 1 used occasionally. will work with DPW to schedule Number of Bands: between 4-8

Sound Amplification: Start Time: 4:00 pm am/pm Finish Time: 7:45 pm am/pm

Sound Checks prior to event: Start Time: N/A am/pm Finish Time: N/A am/pm

Please describe the sound equipment that will be used for your event: entertainment will provide their own equipment

Name of Sound/Production Company: N/A

Address: N/A

City, State, Zip Code: N/A

Phone #: N/A Cell Phone for Day of Event: N/A

Electrical Services: Will your event require Electrical services/Generators? ☒ Yes ☐ No

If yes, please provide name of vendor: Yes. Vendors TBD

Event Operation- Sanitation And Waste Management

Sanitation:

Portable and/or Permanent Toilet Facilities:

Delivery Date: _____ / _____ / _____ Time: _____ am/pm

Pick-up Date: _____ / _____ / _____ Time: _____ am/pm

Number of Portable Toilets: _____ Number of ADA Accessible Toilets: _____

Permanent Toilet Facilities: _____ Name of Portable Toilet Vendor: _____

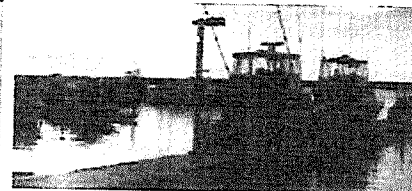
If you have a plan for using permanent toilet facilities please list the location of these facilities below: City Hall restrooms opened to the public

Describe your plan for clean up and removal of waste and garbage during and after the event:

Clean-up Date: : _____ / _____ / _____ Time: _____ am/pm

PLEASE NOTE: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition. The City does not provide cleaning or street sweeping services.

CITY OF OSWEGO
SPECIAL EVENT APPLICATION



Event Operation- Safety And Security

Medical Services:

The City of Oswego requires a first aid station with medically certified personnel having a minimum of current First Aid and completes CPR certifications at any event with an attendance of over 5,000 people. Event planners must provide either a contracted emergency vehicle or equivalent. This station/vehicle must be centrally located and clearly marked. Please indicate what arrangements you have made for providing First Aid Staffing and Equipment and provide a copy of your contract with this application.

N/A Ambulance(s) How provided? N/A

Company's Public Utilities License # N/A

Emergency Medical Technician(s) How provided? N/A

Security: (This area requires approval of the Oswego Police Dept.)

Does your event require assistance from the Oswego Police Department for staffing? ☒ Yes ☐ No

If No, are you providing private security? ☐ Yes ☐ No

If Yes, security provided by the applicant for the special event there must be coordination with the Oswego Police Department.
Please explain the proposed security measures: N/A

The Special Events Committee will review this application the Oswego Police Department for guidance and will provide discretionary review and modifications to ensure security and safety based on the proposed event.

Fire Safety: (This area requires approval of the Oswego Fire Dept.)

Does your event require assistance from the Oswego Fire Department for staffing? ☐ Yes ☒ No

If yes, please explain why: N/A

The Special Events Committee will review this application with the Oswego Fire Department for guidance and discretionary review and modifications to ensure fire safety (and water safety as applicable) for the proposed event.

Disclaimer: I certify the information contained in the application is true to my best of abilities.

Signature of applicant: [Signature]

Date: 01/26/2023

SPECIAL EVENTS COMMITTEE AND DEPARTMENT REVIEW



COST ESTIMATES	
Location	\$ /day
Location	\$ /day
Location	\$ /day
Location	\$ /day

COST ESTIMATES	
Fire / EMT	\$
Police	\$

Payment Record

(Excludes Fire and Police detail)

Total Permit Fee: Amount \$: _____ Check #: _____ Check Date: _____ Deposit #: _____

Insurance Documentation* Required Date Received Staff Initials

Liability _____

Departmental Review

The following signatures are required for approval of your event:

Signature	Date
Police Department _____	
Comments: _____	

Fire Department/Emergency Services _____	
Comments: _____	

Parks Department _____	
Comments: _____	

Department of Public Works _____	
Comments: _____	

City Clerks Office _____	
Comments: _____	

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Hill

WHEREAS, the City of Oswego Special Events Committee received a request from the Oswego - Fulton Chamber of Commerce for the Annual Weekly Farmer's Market to be held on Thursdays beginning June 8, 2023 to October 12, 2023, and

WHEREAS, the event is requesting the use of public space and road closures of east 1st Street between West Mohawk Street and West Bridge Street on Thursdays during the specified dates between 3:30 p.m. to 8:30 p.m., and

WHEREAS, the event is requesting the use of public space at Civic Plaza, and use of the City Bandstand during the specified dates in the time frame, and

WHEREAS, the event is requesting a waiver of the open container ordinance for wine sampling and tasting, and

WHEREAS, the event is requesting a waiver of the noise ordinance to have live music and performances during the event, and

WHEREAS, the event is requesting police assistance during the event, now therefore be it,

RESOLVED, permission is granted to the Oswego - Fulton Chamber of Commerce to organize the Annual Weekly Farmer's Market to be held on Thursday evenings from 3:30 p.m. - 8:30 p.m. beginning June 8 to October 12, 2023, and be it further

RESOLVED, permission is granted for the use of public space and road closures as identified including the use of Civic Plaza and the City Bandstand, and be it further

RESOLVED, permission is granted for the waiver of the noise ordinance, and be it further

RESOLVED, permission is granted for the waiver of the open container ordinance for wine tasting and sampling with the event organizer contacting and coordinating with the Oswego Police Department for final approval, and be it further

RESOLVED, permission is granted for the City of Oswego to provide police assistance as needed for the event, and be it finally,

RESOLVED, the event organizers shall provide the City Clerk's Office with a Certificate of Liability Insurance in the amount of \$1,000,000 minimum, listing the City of Oswego as an additional insured.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burrridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

Recommended by Physical Services
Committee

Chairman Kevin Hill, Jr.

I certify that the foregoing resolution
was duly passed by the Common Council
on the 13th day of February 2023

MARK TESORIERO City Clerk

ADOPTED
Approved February 14, 2023

WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 2/1/2023

- ☐ Planning & Development
- ☒ Physical Services
- ☐ Administrative Services
- ☐ Human Services

Fr: Office of

- | | |
|---|--|
| ☐ City Attorney | ☐ Purchasing Agent |
| ☐ City Chamberlain | ☐ Recreation |
| ☐ City Clerk | ☐ Sewage Treatment Plant, E/W |
| ☐ City Engineer | ☐ Traffic Engineering |
| ☒ Community Development | ☐ Dept. of Water |
| ☐ Dept. of Fire | ☐ Dept. of Works |
| ☐ Dept. of Personnel | ☐ Zoning & Planning |
| ☐ Dept. of Police | ☐ Other |

RE: Oswego County Humane Society - Rover Run

Dear Councilors,
The Special Events Committee through the Office of Economic and Community Development received a request from Katrina DeBaum of the Oswego County Humane Society requesting permission to host a 5k walk/run as a fundraiser for the Humane Society. The 5k will be on April 30, 2023 from 10:00 a.m. to 2:00 p.m.. The 5k will be throughout Breitbeck Park and Wright's Landing Marina. The organizers of the event are requesting the use of the Breitbeck Pavilion and use of public space. There will be approximately 100 participants.

CITY OF OSWEGO SPECIAL EVENT APPLICATION



The City of Oswego recognizes special events as an important part of Oswego's quality of life. They enhance tourism, provide economic benefit to businesses, promote cultural diversity and provide affordable entertainment.

Required Event Information:

Applicant name: Oswego Canine Humane Society Phone: 315 207 1070 Email: Katrina@oswego-humane.org
 City Resident: Yes ☒ No ☐ Event Contact Person: Katrina DeBraun
 Nonprofit: Yes ☒ No ☐
 Contact Information on Day of Event: Katrina DeBraun 315 236 6197
 Event Coordinator: Katrina DeBraun Phone: 315 236 6197 Email: Katrina@oswego-humane.org
 Name of the Event: Roller Run 2023 Event Location/Address: Breitbeck Park
 Event Dates: April 30, 2023 Time of Event: 10 AM
 Description of the Event: Dog friendly 5k race fundraiser. Animal demonstrations & Hot dog/hamburger lunch served

Event Type: Procession / Parade ☐ Public Assembly ☐ Organized Competitive Event ☒ Festival ☐ Block Party ☐

Estimated Number of Participants or Attendees ~100

**Events with 5,000 or more participants or attendees are required to provide an Incident Action Plan*

Event Site Map Must be Attached

Are you planning to sell or service alcohol? Yes ☐ No ☒
**Chapter 59 of City of Oswego Code*

Are you planning a firework display? Yes ☐ No ☒
Requires firework permit

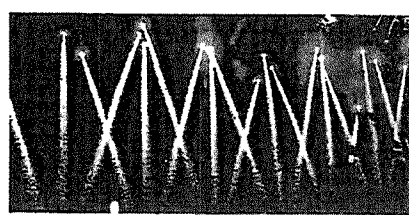
Are you planning to use sound amplification? Yes ☐ No ☒
***Chapter 165 of City of Oswego Code*

***NYS Penal Law, Article 405.00*

Requested Fee Services:

- ☐ Road closure
\$150 flat fee per area -- (point A to Point B for barricades) -- Identify on Site Map
- ☐ Bandstand
\$150 flat fee per day
- ☐ Veterans Stage
\$75 flat fee per day
- ☐ McCrobie Building Rental
\$93.50/hour with a minimum charge of 3 hours
- ☒ Breitbeck Pavilion Rental
\$75 flat fee per day

CITY OF OSWEGO SPECIAL EVENT APPLICATION



City Parks & Public Areas

- ☒ Breitbeck Park
 ☐ Washington Park
 ☐ Franklin Square (West Park)
 ☐ Linear Park East
 ☐ Linear Park West
 ☐ Montcalm Park
☐ Oak Hill Park
 ☐ Veteran's Memorial Park/Veteran's Stage
 ☐ Hamilton Park
 ☐ Civic Plaza
 ☐ McCrobie Building

Event Plan- Vendors And Concessions

Are you requiring admission fees / donations to enter your event? ☒ Yes / if yes, cost of admission: \$15^{ev}-35^{ad} ☐ No

What kind of barriers will be used to close off the area? Signs to map race area and pavilion

Will there be vending? ☐ Food ☐ Beverage ☐ Goods ☐ Services Total Vendors: _____

Will food be sold, served, or given away? ☒ Yes ☐ No - use of grills on site

Will items or services be sold at the event? ☒ Yes, if YES, please describe: T-shirts with Race Admission ☐ No

Event Plan- Entertainment And Activities

Entertainment:

Are there any musical entertainment features related to your event? ☐ Yes ☒ No

What type of live Entertainment will be featured at your event? _____

- ☐ Dance
☐ Jugglers
☐ DJs Bands
☐ Other

Please describe: _____

Event Plan- Vendors And Concessions

Does the proposed special event involve water related activities involving the Oswego River and/or Oswego Harbor? ☐ Yes ☒ No

Please describe: _____

Number of Stages: _____ Number of Bands: _____

Sound Amplification: Start Time: _____ am/pm Finish Time: _____ am/pm

Sound Checks prior to event: Start Time: _____ am/pm Finish Time: _____ am/pm

Please describe the sound equipment that will be used for your event: _____

Name of Sound/Production Company : _____

Address: _____

City, State, Zip Code: _____

Phone #: _____ Cell Phone for Day of Event: _____

Electrical Services: Will your event require Electrical services/Generators? ☐ Yes ☒ No

If yes, please provide name of vendor: _____

Event Operation- Sanitation And Waste Management

Sanitation:

Portable and/or Permanent Toilet Facilities:

Delivery Date: _____ / _____ / _____ Time: _____ am/pm

Pick-up Date: _____ / _____ / _____ Time: _____ am/pm

Number of Portable Toilets: _____ Number of ADA Accessible Toilets: _____

Permanent Toilet Facilities: _____ Name of Portable Toilet Vendor: _____

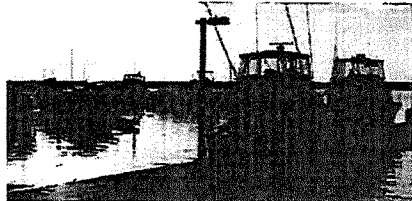
If you have a plan for using permanent toilet facilities please list the location of these facilities below: Bierbeck pavilion restrooms

Describe your plan for clean up and removal of waste and garbage during and after the event:

Clean-up Date: 4 / 30 / 2023 Time: 2:00 pm

PLEASE NOTE: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition. The City does not provide cleaning or street sweeping services.

CITY OF OSWEGO
SPECIAL EVENT APPLICATION



Event Operation- Safety And Security

Medical Services:

The City of Oswego requires a first aid station with medically certified personnel having a minimum of current First Aid and completes CPR certifications at any event with an attendance of over 5,000 people. Event planners must provide either a contracted emergency vehicle or equivalent. This station/vehicle must be centrally located and clearly marked. Please indicate what arrangements you have made for providing First Aid Staffing and Equipment and provide a copy of your contract with this application.

_____ Ambulance(s) How provided? _____

Company's Public Utilities License # _____

Emergency Medical Technician(s) How provided? _____

Security: (This area requires approval of the Oswego Police Dept.)

Does your event require assistance from the Oswego Police Department for staffing? ☐ Yes ☒ No

If No, are you providing private security? ☐ Yes ☒ No

If Yes, security provided by the applicant for the special event there must be coordination with the Oswego Police Department.
Please explain the proposed security measures: _____

The Special Events Committee will review this application the Oswego Police Department for guidance and will provide discretionary review and modifications to ensure security and safety based on the proposed event.

Fire Safety: (This area requires approval of the Oswego Fire Dept.)

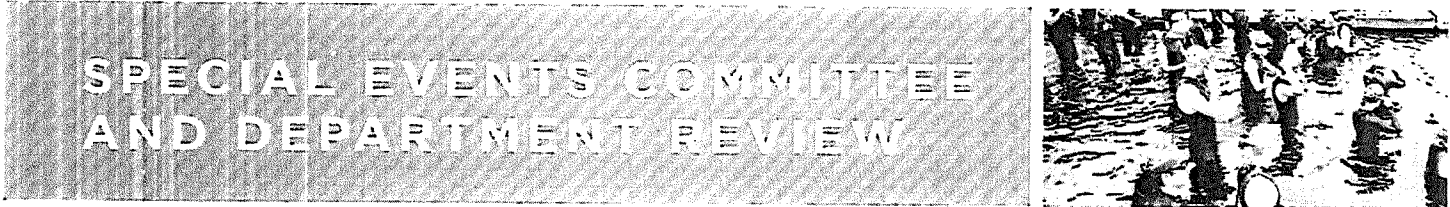
Does your event require assistance from the Oswego Fire Department for staffing? ☐ Yes ☒ No

If yes, please explain why: _____

The Special Events Committee will review this application with the Oswego Fire Department for guidance and discretionary review and modifications to ensure fire safety (and water safety as applicable) for the proposed event.

Disclaimer: I certify the information contained in the application is true to my best of abilities.

Signature of applicant: Kathleen Brown Date: _____



COST ESTIMATES	
Location	\$ /day
Location	\$ /day
Location	\$ /day
Location	\$ /day

COST ESTIMATES	
Fire / EMT	\$
Police	\$

Payment Record

(Excludes Fire and Police detail)

Total Permit Fee: Amount \$: _____ Check #: _____ Check Date: _____ Deposit #: _____

Insurance Documentation*	Required	Date Received	Staff Initials
Liability	_____	_____	_____

Departmental Review

The following signatures are required for approval of your event:

Signature	Date
Police Department _____	
Comments: _____	

Fire Department/Emergency Services _____	
Comments: _____	

Parks Department _____	
Comments: _____	

Department of Public Works _____	
Comments: _____	

City Clerks Office _____	
Comments: _____	

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 18 2004

Employer Identification Number:
16-1586001

DLN:
17053297727014

OSWEGO COUNTY HUMANE SOCIETY INC
157 E FIRST ST STE 8
OSWEGO, NY 13126-0000

Contact Person:
ERIC J BERTELSEN ID# 31323
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
509(a)(2)

Dear Applicant:

Our letter dated JULY 2000, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

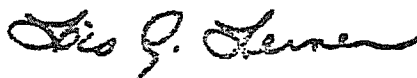
Based on the information you submitted, our letter dated MAY 3, 2004 in which you were presumed to be a private foundation is hereby superseded. You are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 6:30 p.m. Eastern time.

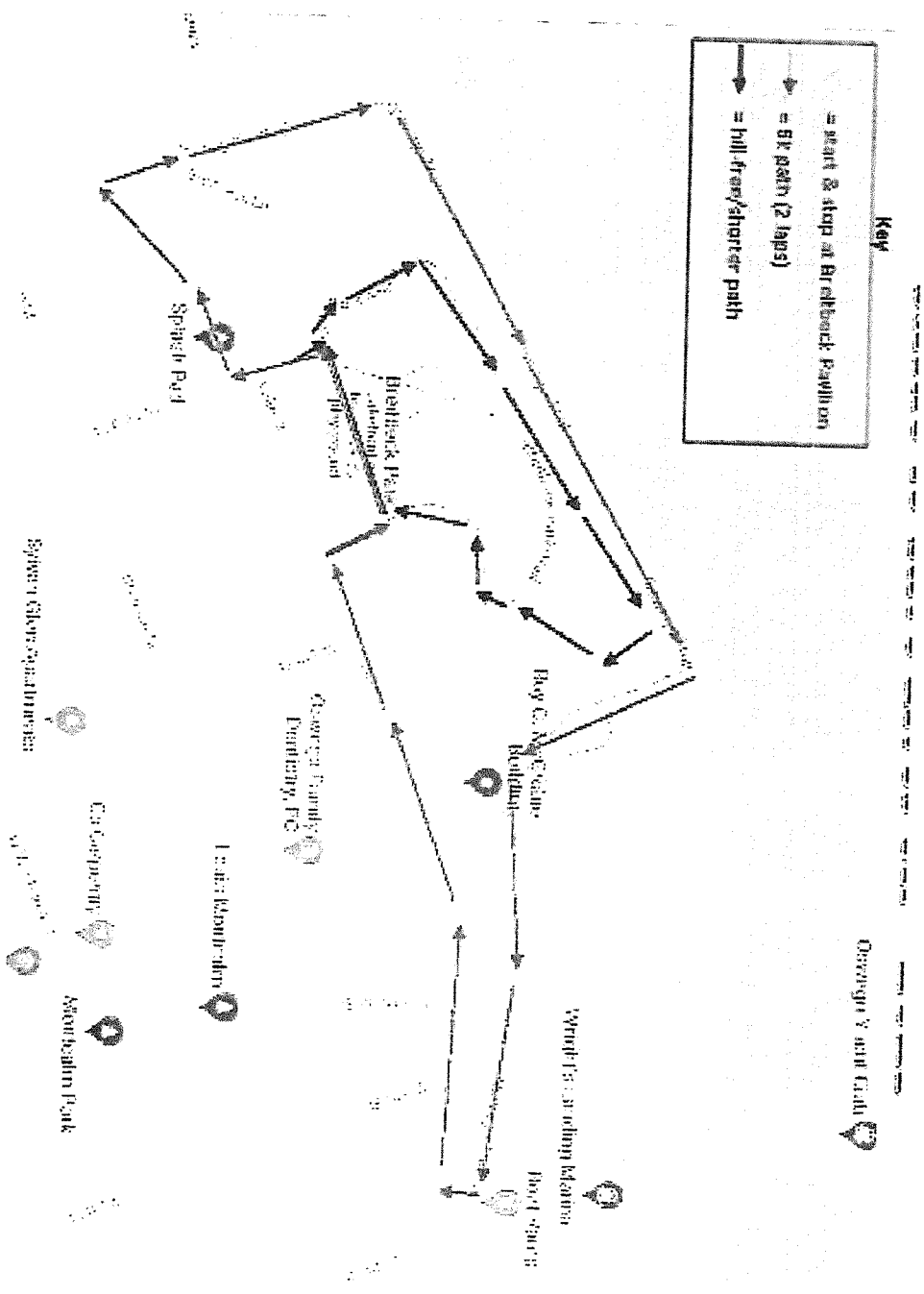
Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)



CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Plunkett

WHEREAS, the Special Events Committee received a request from Katrina DeBaum of the Oswego County Humane Society to host the Rover Run 5k, and

WHEREAS, the event will be held on Sunday, April 30, 2023 from 10:00 a.m. to 2:00 p.m., and

WHEREAS, the event is requesting use of the Breitbeck Pavilion and public space at Breitbeck Park, and now therefore be it,

RESOLVED, permission is granted for the Rover Run 5k to be held on Sunday, April 30, 2023 from 10:00 a.m. to 2:00 p.m., and be it further,

RESOLVED, permission is granted for the Rover Run 5k to use public space in Breitbeck Park as well as use of the Breitbeck Pavilion, and be it further

RESOLVED, the event organizers shall provide the City Clerk's Office with a Certificate of Liability Insurance in the amount of \$1,000,000 minimum, listing the City of Oswego as an additional insured.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burr ridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

Recommended by Physical Services
Committee

Chairman Kevin Hill, Jr.

I certify that the foregoing resolution
was duly passed by the Common Council
on the 13th day of February 2023

MARK TESORIERO City Clerk

Approved February 14, 2023 WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 2/2/2023

- ☐ Planning & Development
- ☒ Physical Services
- ☐ Administrative Services
- ☐ Human Services

Fr: Office of

- | | |
|--|--|
| ☐ City Attorney | ☐ Purchasing Agent |
| ☐ City Chamberlain | ☐ Recreation |
| ☐ City Clerk | ☐ Sewage Treatment Plant, E/W |
| ☐ City Engineer | ☐ Traffic Engineering |
| ☐ Community Development | ☐ Dept. of Water |
| ☐ Dept. of Fire | ☒ Dept. of Works |
| ☐ Dept. of Personnel | ☐ Zoning & Planning |
| ☐ Dept. of Police | ☐ Other |

Physical Services Committee
City of Oswego
City Hall
Oswego, New York 13126

Dear Chairperson and Committee Members:

I, Timothy Rice, Commissioner of Public Works and Parks and Recreation, have received a request from Lori Hunt to add a second plaque to an existing bench in Breitbeck Park for Shirley LeRoy Winterhalt. Ms. Hunt plans to match the existing plaque as closely as possible and asks that the two plaques then be centered on the bench.

Respectfully submitted,

Timothy Rice, Commissioner
City of Oswego Department of Public Works, Parks and Recreation

TR/mlc
Attachment

Ordered filed and printed with the proceedings.

January 18, 2023

Michelle Fischer
Oswego Public Works Department
114 Mitchell Street
Oswego, NY 13126

Hello Michelle,

Below please find the information we spoke about in our conversation earlier today:

My name: Lori Hunt
My mobile number: 630.267.5309
My email: lori.hunt@msn.com

I am requesting permission to place an additional plaque on an existing Memorial Bench located in Breitbeck Park. My goal is to match the existing plaque exactly in terms of size, finish, font style, etc. and hope to center both plaques on the bench in side-by-side fashion.

As we discussed, the existing Memorial Bench is in my mother's name, Shirley LeRoy Winterhalt, and this bench is located just above the central, north-facing firepit area of Breitbeck Park.

I will wait to hear from you regarding necessary approvals from 1) the Physical Services Committee (February 6th) and 2) the Common Council (February 13th). In the meantime, I will work with Parkitects/DuMor on the additional custom plaque specifications.

Thank you so much for your time today and your help with this.

Sincerely,

Lori Hunt

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Burridge

WHEREAS, Timothy Rice, Commissioner of Public Works and Parks and Recreation, has received a request from Lori Hunt to add a second plaque to an existing bench in Breitbeck Park for Shirley LeRoy Winterhalt, and

WHEREAS, Ms. Hunt plans to match the existing plaque as closely as possible and asks that the two plaques be centered on the bench, now, therefore be it

RESOLVED, that the City of Oswego grants permission to Lori Hunt to add a second plaque to an existing bench in Breitbeck Park for Shirley LeRoy Winterhalt, and be it further

RESOLVED, that Ms. Hunt plans to match the existing plaque as closely as possible and asks that the two plaques be centered on the bench.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

Recommended by Physical Services
Committee

Chairman Kevin M. Hill, Jr.

I certify that the foregoing resolution was duly passed by the Common Council on the 13th day of February 2023

MARK TESORIERO City Clerk

ADOPTED
Approved February 14, 2023

WILLIAM J. BARLOW, JR. Mayor

LOCAL LAW NO. 1 OF THE YEAR 2023

A Local Law Amending Local Law No. 1 of the Year 2020 – A Local Law amending the "Electrical Code of the City of Oswego, New York" in its entirety.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF OSWEGO, NEW YORK AS FOLLOWS:

Section 1. Purpose and Intent.

Chapter 108 of the City Code establishes Electrical Standards for the City of Oswego. The authority to establish such standards is derived from the Charter of the City of Oswego, as well as Section 20, Subsection 27 of the General City Law of the State of New York. The current version of Chapter 108, Section 16, pertaining to the creation of the Electrical Licensing Board of Examiners, conflicts with the provisions contained in Section C10-03 of the City Charter. The Charter also mandates that the board shall examine and certify the competence of persons who shall then be licensed as electricians within the City of Oswego. The purpose of this local law is to amend the City Code to be consistent with the City Charter. The intent of this local law is to ensure that the provisions of the City Charter are given the meaning within the City Code as it relates to the composition and general authority of the Electrical Licensing Board of Examiners.

Section 2. Amendments.

The Code of the City of Oswego, New York, Chapter 108, Electrical Standards, Section 108-12 (B) and Section 108-16, are hereby amended as follows:

§108-12 Application for License

- B. Applicants for a master electrician license shall have a minimum of 7 years' experience directly related to the electrical industry. Five years of this experience shall have been working directly on the installation and maintenance of electrical systems and three of those five years shall have been on new construction of commercial and/or industrial installations.

§ 108-16 Board of Examiners.

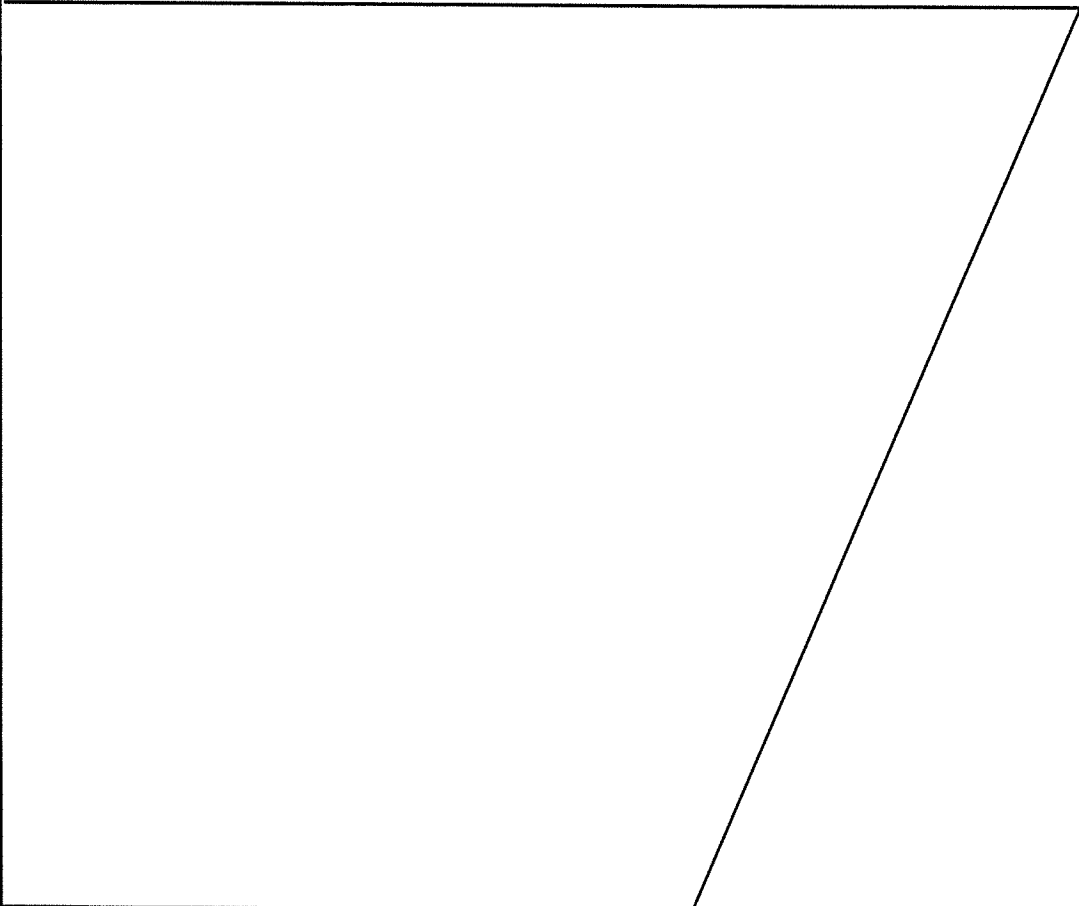
There is hereby created a Board to be known as the "Electrical Licensing Board of Examiners" which shall consist of four members, and said four members shall consist of one master electrician, one journeyman, the City Engineer of the City of Oswego, New York, and one layman, and all four members shall be appointed by the Mayor of the City of Oswego. All members shall be appointed by the Mayor and shall serve staggered terms of four years each commencing January 1 after date of appointment. Vacancies shall be filled for the remainder of an unexpired term. The board shall examine and certify the competence of persons who shall then be licensed as electricians within the city. Any appointed member or members may be removed by the Mayor for malfeasance in office, incapability or neglect of duty. In addition, missing three consecutive meetings of the Board shall be grounds for removal of any acting Board member, following a hearing at the discretion of the Mayor.

Section 3. Effective Date.

This local law shall become effective on the date it is filed by the New York State Secretary of State.

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Hill



AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

I certify that the foregoing resolution
was duly passed by the Common Council
on the 13th day of February 2023

MARK TESORIERO City Clerk

WILLIAM J. BARLOW, JR. Mayor

Approved February 14, 2023

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Walker

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF OSWEGO, NEW YORK AS FOLLOWS:

The Code of the City of Oswego, New York Chapter 280, Zoning, and the Comprehensive Zoning Map of the City of Oswego, New York, are hereby amended as follows, viz:

To Change ALL THAT TRACT OR PARCEL OF LAND, situate in the Fourth Ward of the City of Oswego, County of Oswego and State of New York, known as tax map numbers: 128.64-02-39.

Be changed from a TN2, Traditional Neighborhood 2 Zoning District to a TB, Traditional Business Zoning District.

This Ordinance shall take effect after the approval by the Mayor of the City of Oswego, New York and ten (10) days after the first publication in the official newspaper of the City of Oswego, New York, as required by Section C8-12 of the Charter of the City of Oswego, New York.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor BurrIDGE	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

Recommended by Planning and Development
Committee

Chairman Shawn P. Walker

I certify that the foregoing resolution was duly passed by the Common Council on the 13th day of February 2023

MARK TESORIERO City Clerk

Approved February 14, 2023

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by Engineering/DMA

Page No.

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: February 6, 2023

- ☐ Planning & Development
- ☐ Physical Services
- ☒ Administrative Services
- ☐ Human Services

Fr: Office of

- | | |
|--|--|
| ☐ City Attorney | ☐ Purchasing Agent |
| ☐ City Chamberlain | ☐ Recreation |
| ☐ City Clerk | ☐ Sewage Treatment Plant, E/W |
| ☐ City Engineer | ☐ Traffic Engineering |
| ☐ Community Development | ☐ Dept. of Water |
| ☐ Dept. of Fire | ☐ Dept. of Works |
| ☐ Dept. of Personnel | ☐ Zoning & Planning |
| ☐ Dept. of Police | ☒ Other |

Mayor Barlow seeks approval of the 2023 City of Oswego Paving Plan and authorization to use the Onondaga County Purchasing 2023 approved Paving Contract.



William J. Barlow
Mayor

City Paving Project



<u>City Paving</u>	
2016	2022
2017	2023
2018	
2019	
2020	
2021	

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Walker

WHEREAS, the City of Oswego every year compiles an aggressive paving list, utilizing the maximum amount of allocated CHIPS and PAVENY funding provided by New York State, to strategically address roadways in disrepair and

WHEREAS, the CHIPS Funding is allocated for local transportation related projects; and,

WHEREAS, the City of Oswego desires to proceed with a maintenance contract for the milling and paving of various city streets; and

WHEREAS, the City of Oswego will utilize a unit pricing based contract through the County of Onondaga Division of Purchasing to hire a contractor consistent with provisions of General Municipal Law §103 and other applicable laws, rules, on regulations

WHEREAS, the City of Oswego has paved over \$7 million of city streets since 2016 and intends to pave another at least \$1,000,000.00 worth of roadway this year, predominantly on the east side of the city and

RESOLVED, that the Mayor is authorized to enter into an Agreement and sign any documents required to execute the City of Oswego 2023 Paving Project.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

Recommended by Administrative Services
Committee

Chairman Robert A. Corradino

I certify that the foregoing resolution
was duly passed by the Common Council
on the 13th day of February 2023

MARK TESORIERO City Clerk

Approved February 14, 2023
WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 01/23/2022

- ☐ Planning & Development
- ☐ Physical Services
- ☒ Administrative Services
- ☐ Human Services

Fr: Office of

- | | |
|---|--|
| ☐ City Attorney | ☐ Purchasing Agent |
| ☐ City Chamberlain | ☐ Recreation |
| ☐ City Clerk | ☐ Sewage Treatment Plant, E/W |
| ☒ City Engineer | ☐ Traffic Engineering |
| ☐ Community Development | ☐ Dept. of Water |
| ☐ Dept. of Fire | ☐ Dept. of Works |
| ☐ Dept. of Personnel | ☐ Zoning & Planning |
| ☐ Dept. of Police | ☐ Other |

Re: Phase II International Pier Improvements Project
Delta Engineers, Architect and Land Surveyors
Change Order No. 2

Dear Councilors:

We request that the Mayor be authorized to execute Change Order No. 2 with Delta Engineers, Architect and Land Surveyors for the Phase II International Pier Improvements Project increasing the final contract price to \$825,424.31.

Due to the expedited design of the project and accounting confusion, the City paid Delta beyond our Contractual Agreement. The work performed was necessary to complete the design and bidding of the project.

To update our Agreement, a Change Order of \$109,884.31 is needed. The remaining portion to be billed is \$39,298.23, as shown in Section 3.0 of the attached Supplemental Agreement.

/dma

January 6, 2023

Mayor William J. Barlow, Jr.
13 West Oneida Street
City Hall, 2nd Floor
Oswego, New York 13126

**RE: Supplemental Agreement No. 1 to Provide Professional Engineering Services for:
Ontario Resiliency & Economic Development Initiative Design Services
International Pier, REDI Project ID 19306, Asset CO73
Proposal No. 2019.345.002**

Dear Mayor Barlow:

Delta Engineers, Architects, & Land Surveyors, DPC (Delta) appreciates the opportunity to submit Supplemental Agreement No. 1 to provide continued engineering services related to the Phase 2 portion of the International Pier Improvement Project.

1.0 PROJECT DESCRIPTION

- 1.1 On March 17, 2020, the City of Oswego approved Delta's proposed agreement to provide Engineering Services related to the International Pier Improvement Project, for a not to exceed fee of \$715,540.
- 1.2 Delta's geotechnical engineering subconsultant for the project, CME, was authorized to provide \$76,530 in out-of-scope work related to changes in the design for the Phase 1 portion of the International Pier Improvement Project. Delta has also been involved with several significant scope changes since the establishment of the original agreement and design scope.
- 1.3 Through October 18th of 2022, Delta's expenditure for engineering services related to the Phase 2 International Pier improvements was \$864,722.54.
- 1.4 To capture a portion of the expenditures to date, for changes in scope related to the International Pier project, an adjustment of \$109,884.31 to the original \$715,540 fee or an adjusted budget of \$825,424.31 is being requested.
- 1.5 The following out of scope of services performed for this project to date, are summarized below:
 - Geotechnical services including west side of the pier retaining wall and integral walkway design, additional geotechnical soils investigation, revised sheet pile tie-back design under yacht club building foundation, micro-pile design and revised sheeting and tie-back design following yacht club building removal.
 - Enhancement of the original pier restoration plan, several revisions to the boardwalk and walking trail design, incorporation of lighting elements, revisions to utility layout

"We are a seamless extension of our clients' organizations"

designs, incorporation of water feature and outdoor pavilion elements, and extension of engineering during construction and construction close-out services through the phasing of the project improvements.

2.0 COMPENSATION

Original Fee: \$715,540

Proposed Supplemental Fee: \$109,884.31

Proposed Total Adjusted Fee: \$825,424.31

3.0 AGREEMENT TERMS

This project will be billed based on a percentage of work completed basis. The City of Oswego has paid Delta \$786,126.08 to date. As a result, invoicing for this supplemental agreement will only be for the remaining amount of the \$109,884.31 supplement or \$39,298.23.

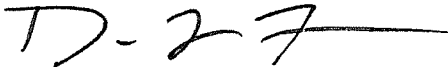
If the above conditions are acceptable, this proposed supplement can become contractual by signing and dating below. The Terms and Conditions on the enclosed Exhibit A are incorporated and made a part of this Agreement.

Please return one signed copy of this Agreement to our office to serve as your authorization for us to proceed on this work.

Thank you for your consideration of this supplemental agreement. Please contact me if you have any questions or comments.

Respectfully,

DELTA ENGINEERS, ARCHITECTS, & LAND SURVEYORS, DPC



Daniel L. Faldzinski, P.E.
Director of Civil Engineering Services

Accepted this _____ day of _____, 2023

By: _____
Signature Printed or Typed

Title: _____

EXHIBIT A – Terms and Conditions

Indemnification: Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC (Delta) agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by negligent performance of professional services under this Agreement by Delta and that of its subconsultants, or anyone for whom Delta is legally responsible, that results in bodily injury, property damage or loss of use. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Delta, its officers, directors, employees and subconsultants (collectively, Delta) against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the extent caused by negligent acts in connection with the Project by the Client and the acts of the Client's contractors, subcontractors or consultants or anyone for whom the Client is legally responsible, that result in bodily injury, property damage or loss of use. Neither the Client nor Delta shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and Delta, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Delta to the Client for any and all claims, losses, costs, including attorney's fees and costs and expert-witness fees and costs, or damages whatsoever arising out of, resulting from, or in any way related to this Project or Contract, from any cause or causes, so that the total aggregate liability of Delta to the Client shall not exceed \$1,000,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Termination of Services: This agreement may be terminated upon 5 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Delta for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Dispute Resolution: Any claim or dispute between the Client and Delta shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Delta.

Accuracy of Client Documents: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. Delta may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof and it is agreed that Delta is not held liable for inaccurate or incomplete information provided by the Client.

Ownership of Documents: All documents prepared or furnished by Delta pursuant to this Agreement are instruments of Delta's professional service, and Delta shall retain an ownership and property interest therein. Delta grants Client a license to use the instruments of professional service for the purpose of completing Client's objective associated with this Agreement. Reuse or modification of any such documents by Client, without Delta's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Delta harmless from all claims, damages and expenses, including attorney's fees, arising out of unauthorized reuse by Client or by others acting through Client. Should this agreement be terminated by either party, Client's failure to pay for all services rendered to the date of termination will result in the license to use the instruments of professional service also terminating.

Estimates of Construction Cost: Because Delta does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Delta cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. Delta's services required to bring costs within any limitation established by the Client, and/or to re-bid the project, will be paid for as Additional Services.

Use of Electronic Media: Documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) and/or non-editable .pdf copies that are signed and sealed by Delta. Files in electronic media format other than non-editable .pdf that are furnished by Delta to Client, or a third party designated by Client, are for convenience only for the purpose of completing Client's objective associated with this Agreement. Any conclusion or information obtained or derived from such electronic files will be at the Client's or 3rd Party's (as authorized by Client) sole risk. Delta makes no guarantee or warranty as to the accuracy of data transmitted on electronic media. Delta makes no representations as to the long-term compatibility, usability, or readability of electronic media files resulting from the use of software application packages, operating systems, or computer hardware differing from those in use by Delta at the beginning of services under this Agreement.

Excluded Services: Services not set forth above in the Scope of Services of this agreement are specifically excluded from the scope of Delta's services. Delta assumes no responsibility to perform any services not specifically listed in the Scope of Services.

Reliance on Others: Per the standard of care, Delta and its subconsultants or subcontractors may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, contractors, specialty subcontractors, manufacturers, suppliers, and the publishers of technical standards.

Fiduciary Duty: The Client confirms that neither Delta nor any of its subconsultants or subcontractors has offered any fiduciary service, including Municipal Advisor services (as defined by the Securities and Exchange Commission), to the Client and no fiduciary duty shall be owed to the Client nor performed as part of this Agreement by Delta or any of its subconsultants or subcontractors, as a consequence of Delta entering into this Agreement with the Client.

It is agreed the above terms and conditions are incorporated into and made a part of the Agreement.

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Corradino

WHEREAS, the City of Oswego has an open contract with Delta Engineers, Architect and Land Surveyors (Delta) for the Phase II International Pier Improvements Project; and,

WHEREAS, Delta prepared and submitted details for Change Order No. 2 for several significant scope changes for said project in the amount of \$109,884.31; and

WHEREAS, Change Order No. 2 for said amount increases the total contract of \$715,540.00 to \$825,424.31; now therefore be it

RESOLVED, that Mayor William J. Barlow, Jr., is authorized to sign Change Order No. 2 for said amount with an increase to the total contract of \$715,540.00 to \$825,424.31; and, be it further

RESOLVED, that funding for the aforementioned shall be derived from FEMA Project #37187 and REDI Project #19306 together with the City Chamberlain being hereby authorized to advance additional current funds of the City for said project with the intent to reimburse same from bonds, and/or bond anticipated notes issued in anticipation thereof to be authorized by said bond resolution.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge	✓		
Councilor Hill, Jr. ✕	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

Recommended by Administrative Services
Committee

Chairman Walker

I certify that the foregoing resolution was duly passed by the Common Council on the 13th day of FEBRUARY 2023

MARK TESORIERO City Clerk

ADOPTED LOST
Approved FEBRUARY 14, 2023
WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: 01/25/2023

- ☐ Planning & Development
- ☐ Physical Services
- ☒ Administrative Services
- ☐ Human Services

Fr: Office of

- | | |
|---|--|
| ☐ City Attorney | ☐ Purchasing Agent |
| ☐ City Chamberlain | ☐ Recreation |
| ☐ City Clerk | ☐ Sewage Treatment Plant, E/W |
| ☒ City Engineer | ☐ Traffic Engineering |
| ☐ Community Development | ☐ Dept. of Water |
| ☐ Dept. of Fire | ☐ Dept. of Works |
| ☐ Dept. of Personnel | ☐ Zoning & Planning |
| ☐ Dept. of Police | ☐ Other |

Re: Phase II International Pier Improvements Project
WD Malone Trucking & Excavating, Inc.
Change Order No. 3

Dear Councilors:

We request that the Mayor be authorized to execute Change Order No. 3 with WD Malone Trucking & Excavating, Inc. for the Phase II International Pier Improvements Project increasing the final contract price to \$5,549,771.60 due to a mathematical error as explained in the attached detailed Change Order.

On January 9, 2023, the Common Council authorized the Mayor to execute Change Order No. 2 with WD Malone Trucking & Excavating, Inc. for the Phase II International Pier Improvement Project. After approval, it was reached Change Order No. 1 was deducted from the contract value in error during the preparation of Change Order No. 2. This resolution restores the dollar value of Change Order No. 1, previously approved during the award of the contract.

/dma

Ordered filed and printed with the proceedings.



CHANGE ORDER NO.: 3

Owner:
City of Oswego
Engineer:
Jeffrey
Hinderliter, PE

Contractor:
WD Malone

Project:
International Pier PH II

Date
Issued:01/24/2023

Effective Date of
Change Order:
01/23/2023

The Contract is modified as follows upon execution of this Change Order:

Description:

A mathematical error was discovered after the CO was approved. The error involved deducting the value of CO 1 again for CO2. This change order adds that value back into the contract.

Attachments:

None

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 5,244,994.50	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
Increase from previously approved Change Orders No. 1. \$ 215,394.35	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ \$5,460,388.85	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Increase this Change Order: \$ \$89,382.75	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ \$5,549,771.60	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)

Authorized by Owner

By:	<u>Jeffrey Hinderliter</u>	<u>William Barlow</u>
Title:	<u>City Engineer</u>	<u>Mayor</u>
Signature:	<u></u>	<u></u>
Date:	<u></u>	<u></u>

Contractor

By:	<u>Ryan Malone</u>
Title:	<u>President, WD Malone</u>
Signature:	<u></u>
Date:	<u></u>

CO #	ID	Description	Quantity	Units	Unit Price	Value
2	COR #2	Turbity Curtains	1.00	LS	\$ 3,978.81	\$ 3,978.81
	COR #3	Concrete Foundation Removal	1.00	LS	\$ 17,515.12	\$ 17,515.12
	COR #4	Remove Old Sheet Pile	1.00	LS	\$ 3,346.37	\$ 3,346.37
	COR #5	Existing Frames and Covers to Grade	1.00	LS	\$ 675.76	\$ 675.76
	COR #6	Watermain Additional Flushing	1.00	LS	\$ 2,163.98	\$ 2,163.98
	COR #7	Wltstie Rub Rail Mods (Paid under Item 25 & 26)	1.00	LS	\$ -	\$ -
	COR #8	Electrical Revisions (Transformer Relocation)	1.00	LS	\$ 460,193.97	\$ 460,193.97
	COR #9	Supply, Paint, Install 2-line Railing	1.00	LS	\$ 9,719.85	\$ 9,719.85
	COR #10a	Medium Stone Fill	1.00	LS	\$ 108,859.64	\$ 108,859.64
	COR #10b	Shear Studs	1.00	LS	\$ 6,450.00	\$ 6,450.00
	COR #11	Treated Wood Disposal	1.00	LS	\$ 4,442.91	\$ 4,442.91
	COR #12	Embankment	1.00	LS	\$ 12,131.00	\$ 12,131.00
	COR #13	Water Feature and Vaults	1.00	LS	\$ 18,087.97	\$ 18,087.97
2		Partial Incentive Payment	1.00	LS	\$ 15,000.00	\$ 15,000.00
		Item 5 - Turbity Curtain Overrun	250.00	LF	\$ 18.50	\$ 4,625.00
		Item 6 - Silt Fence Overrun	200.00	LF	\$ 7.50	\$ 1,500.00
		Item 13 - Removal of 6" DI Water Main Deletion	-310.00	LF	\$ 45.00	\$ (13,950.00)
		Item 19 - Hand Holes Overrun	5.00	EA	\$ 1,910.00	\$ 9,550.00
		Item 22 - Glass Panel Guard Railing Overrun	77.00	LF	\$ 1,019.00	\$ 78,463.00
		Item 25 - 6x6x12 PT Rub Rail Deletion	-66.07	EA	\$ 229.00	\$ (15,130.03)
		Item 26 - W8x8x45 Wide Flange Beam Overrun	35.00	EA	\$ 1,310.00	\$ 45,850.00
		Item 30 - Asphalt Base Course Deletion	-150.00	TON	\$ 171.00	\$ (25,650.00)
		Item 53 - Trench Drain for Water Line Deletion	-600.00	LF	\$ 339.50	\$ (203,700.00)
		Item 64 - Water Feature Concrete Footing Overrun	17.50	CY	\$ 899.00	\$ 15,732.50
		Item 65 - Water Feature Concrete Wall Overrun	16.00	CY	\$ 1,544.00	\$ 24,704.00
		Item 66 - Water Feature Concrete Stairs Overrun	4.00	CY	\$ 2,400.00	\$ 9,600.00
		Allowance Usage	-1.00	LS	\$ 200,000.00	\$ (200,000.00)

Total Increase\$ 852,589.88

Total Decrease\$ (458,430.03)

Total Change Order (Increase)\$ 394,159.85

Percent of Original Contract Price7.51%

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Walker

WHEREAS, the City of Oswego has an open contract with WD Malone Trucking & Excavating, Inc. (the Contractor) for the Phase II International Pier Improvements Project; and,

WHEREAS, the Contractor prepared and submitted details for Change Order No. 3 in the amount of \$89,382.75 to correct a mathematical error that was discovered as explained in the attached Change Order for said project; and

WHEREAS, Change Order No. 3 for said amount increases the total contract of \$5,460,388.85 to \$5,549,771.60; now therefore be it

RESOLVED, that Mayor William J. Barlow, Jr., is authorized to sign Change Order No. 3 for said amount with an increase to the total contract of \$5,460,388.85 to \$5,549,771.60; and, be it further

RESOLVED, that funding for the aforementioned shall be derived from FEMA Project #37187 and REDI Project #19306 together with the City Chamberlain being hereby authorized to advance additional current funds of the City for said project with the intent to reimburse same from bonds, and/or bond anticipated notes issued in anticipation thereof to be authorized by said bond resolution.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burrridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

Recommended by Administrative Services
Committee

Chairman Walker

I certify that the foregoing resolution was duly passed by the Common Council on the 13th day of FEBRUARY 2023

MARK TESORIERO City Clerk

ADOPTED
Approved FEBRUARY 14, 2023

WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: January 6, 2023

- ☐ Planning & Development
- ☐ Physical Services
- ☒ Administrative Services
- ☐ Human Services

Fr: Office of

- ☐ City Attorney
- ☐ City Chamberlain
- ☐ City Clerk
- ☐ City Engineer
- ☐ Community Development
- ☐ Dept. of Fire
- ☐ Dept. of Personnel
- ☐ Dept. of Police

- ☐ Purchasing Agent
- ☐ Recreation
- ☐ Sewage Treatment Plant, E/W
- ☐ Traffic Engineering
- ☐ Dept. of Water
- ☐ Dept. of Works
- ☐ Zoning & Planning
- ☒ Other

Mayor Barlow requests authorization to execute a KOMPAN, INC sales proposal for the new playground at Rotary Park and authorize City Chamberlain Deborah Coad to make payments outlined in contract.

Ordered filed and printed with the proceedings.



Sales Proposal

City of Oswego
Deb Coad
13 West Oneida Street
Oswego, NY 13126

Quote No. SP118966-1
Customer No. 630068
Document Date 12/14/2022
Expiration Date 02/12/2023

Sales Representative Brie Martinez
E-Mail BriBus@Kompan.com
Phone No. 315-592-1404 / 800-426-9788

Project Name US286831 Oswego Express Playground at Rotary Park

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<u>M52670-3417P</u> 	Railway Carriage In-ground 60cm	1 Pieces	15,520.00	22.00	12,105.60
<u>M52900-3317P</u> 	Coupling In-ground 50cm	1 Pieces	690.00	22.00	538.20
<u>M52570-3417P</u> 	Steam Engine In-ground 60cm	1 Pieces	14,040.00	22.00	10,951.20
<u>PCM155-0903</u> 	THREE-SEATER CAROUSEL, RED 3 BELT SEATS, IN-GROUND 90CM	1 Pieces	10,780.00	22.00	8,408.40
<u>PCM102631-0901</u> 	CARAVELLE WITH STAIRS IN-GROUND 90CM	1 Pieces	27,690.00	22.00	21,598.20
<u>M700070-3518P</u> 	Red House - Red In-ground 70cm	1 Pieces	5,830.00	22.00	4,547.40



Sales Proposal

City of Oswego
Deb Coad
13 West Oneida Street
Oswego, NY 13126

Quote No. SP118966-1
Customer No. 630068
Document Date 12/14/2022
Expiration Date 02/12/2023

Sales Representative Brie Martinez
E-Mail BriBus@Kompan.com
Phone No. 315-592-1404 / 800-426-9788

Project Name US286831 Oswego Music Park

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
US-FRN-TD-IG-N 	Tuned Drums- Normal Height With In Ground Mount Kit	1 Pieces	4,388.00	10.00	3,949.20
US-FRN-SRND-IG- REC 	Serenade W Recycled Inground Mount Kit	1 Pieces	6,199.00	10.00	5,579.10
US-FRN-HRP-IG 	Harp WithInground/Surface Mount Kit	1 Pieces	5,942.00	10.00	5,347.80
US-FRN-LPAD-SM- STL 	Lilypad Cymbals With Steel Surface Mount Kit	1 Pieces	4,230.00	10.00	3,807.00
US-FRN-YANZ-SM- STL 	Yantzee With Steel Surface Mount Kit	1 Pieces	6,782.00	10.00	6,103.80
US-FRN-CCH-IG 	Contrabass Chimes Inground Mount Kit	1 Pieces	7,758.00	10.00	6,982.20



Sales Proposal

City of Oswego
Deb Coad
13 West Oneida Street
Oswego, NY 13126

Quote No. SP118966-1
Customer No. 630068
Document Date 12/14/2022
Expiration Date 02/12/2023

Sales Representative Brie Martinez
E-Mail BriBus@Kompan.com
Phone No. 315-592-1404 / 800-426-9788

Project Name US286831 Oswego Music Park

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
FREIGHT	Freight	1 Pieces	5,952.73		5,952.73
INSTALL SPECIAL	Equipment Installation	1 Pieces	26,250.00	5.00	24,937.50
US-CONCRETECURBING	Furnish and install 6" x 6" concrete curb up to 177LF	177 Feet	55.39	5.00	9,313.83
US-DP-PIP5050 SF	Furnish and install 50/50 PIP up to 5' MFH, includes aromatic binder edges flush.	2,139 Sq. Feet	23.14	10.00	44,546.81
US-CUSTOM-SURFACING	Specified design with standard color/black mix on Oswego-L2.0, Rev1, dated 12/6/22.	1 Sq. Feet	13,560.26	10.00	12,204.23
US-DP-PIPSUBBASE SF	Furnish and install up to 6"D stone base for PIP surfacing.	2,139 Sq. Feet	5.00	10.00	9,625.50
US-DP-PIPSECURITY	Security for PIP	1 Pieces	2,500.00		2,500.00
US-DP-PIPDISPOSAL	Disposal for PIP surfacing	1 Pieces	1,000.00		1,000.00
Please read attached General Assumptions and Exclusion document for information on Install/Sitework.					
Please allow 11-13 weeks for product delivery upon order placement.					



Sales Proposal

City of Oswego
Deb Coad
13 West Oneida Street
Oswego, NY 13126

Quote No. SP118966-1
Customer No. 630068
Document Date 12/14/2022
Expiration Date 02/12/2023

Sales Representative Brie Martinez
E-Mail BriBus@Kompan.com
Phone No. 315-592-1404 / 800-426-9788

Project Name US286831 Oswego Music Park

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	Site plan measurements to be field verified. Excludes any and all project sitework, products and services not stated above. Assumes site to be accessible, level and install ready per Kompan's specifications prior to arrival and upon product delivery.					
Description		Qty	Retail Price	Discount	Net Price	
No. of Products		12				
Subtotal - Products			109,849.00	19,930.90	89,918.10	
Subtotal - Sitework			9,804.03	490.20	9,313.83	
Subtotal - Surfacing			77,251.72	7,375.18	69,876.54	
Subtotal - Installation			26,250.00	1,312.50	24,937.50	
Subtotal - Freight			5,952.73		5,952.73	
Total USD					199,998.70	

Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address
Catholic Charities Oswego County
808 W. Broadway
Fulton, NY 13069



Sales Proposal

City of Oswego
Deb Coad
13 West Oneida Street
Oswego, NY 13126

Quote No. SP118966-1
Customer No. 630068
Document Date 12/14/2022
Expiration Date 02/12/2023

Sales Representative Brie Martinez
E-Mail BriBus@Kompan.com
Phone No. 315-592-1404 / 800-426-9788

Project Name US286831 Oswego Music Park

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____



General Assumptions

- Pricing is based on all equipment being direct delivery to the project address identified in KOMPANs Sales Proposal (SP).
- Placement of order into fabrication is contingent with deposit being received by KOMPAN as agreed to during the pricing phase.
- If cost proposal is to be considered as Tax-Exempt a current tax exemption form must be provided or on file at KOMPAN main office.
- Customer shall provide a lay down area for deliveries of materials within proximity of final installation site. Site access must be clear and unobstructed with at least ten (10') foot wide access to allow delivery of materials. Any size restrictions contributing to additional handling or downsizing of deliver trucks shall be addressed as a change of conditions and will be invoiced as additional costs to the customer.
- Installation site must be level to no more than one (1") inch in then (10') feet slope or change in elevation over the full length and width of the playground area.
- Price assumes NO overhead obstructions within thirteen feet, six inches (13'-6") or lower and NO underground utilities or obstructions within the playground footprint.
- Soils are to be suitable for the installation of all playground equipment and surfacing and compacted to 95% compaction prior to installation crews arriving on-site.
- All underground utilities, boulders, rock ledge or other obstructions not visible without subsurface investigation shall be considered "unforeseen conditions", all costs shall be invoiced to the customer as a change order to the contract.
- All spoils generated during the excavation of footings shall be disposed of on site at no cost to KOMPAN.
- Customer to provide at no additional costs a 120 V (15 amp) power source and standard hose bib connection for water supply within one hundred (100') feet from work site.
- Customer shall have removed all existing equipment or obstacles from playground area prior to the arrival of the installation crews.
- Time is of the essence in the installation of all materials delivered to project site. KOMPAN shall have delivered all equipment and materials as scheduled to project site. If delays to the installation schedule accrue outside KOMPANs control equipment shall be delivered to project site as scheduled and equipment and materials invoiced at the time of delivery. Unless additional storage arrangements are made in writing between Customer and KOMPAN, additional costs may apply. Unloading of equipment and materials shall be performed by the installation crews at the time of installation. If site is not ready for installation by cause outside of KOMPAN, it will be the responsibility of the Customer to off load and store equipment and materials at the project site. KOMPAN shall not be held liable for offloading costs, storage fees or equipment damage.

- If site requires installation of a drainage system within the proposed playground area, playground equipment footing shall be installed prior to the installation of the drainage system and playground footing locations shall take precedence over drainage system requirements.
- Site layout and dimensions shall be based of KOMPANs 2D drawing or CAD drawings. Customer to provide site "benchmark" to be used for layout and final elevation calculations.
- Unless otherwise noted on KOMPAN's SP, proposal assumes that there are no Prevailing Wages requirement on the project.
- Any additional costs which maybe incurred during installation shall be negotiated between Customer and KOMPAN in writing prior to the start of additional work. If written approval is not received during the time the installation crews are on-site, additional mobilization costs will apply.

Exclusions (Unless Explicitly Stated in KOMPAN Sales Proposal)

- Stamped engineered drawings/calculations or costs to secure permits are not included, if required these costs will be added as a change order payable to Kompan.
- Demolition and off-site disposal of any existing equipment or site amenities.
- Any sitework, including but not limited to grading, excavation outside playground equipment footing and soils compaction and testing.
- Concrete work outside of play equipment footing requirements.
- Relocation of any existing equipment.
- Any required drainage system for playground area.
- Third party testing of materials and playground installation.
- Site landscaping or trimming of vegetation encroaching within the play equipment and safety zones
- Play area surfacing and base materials if not noted in KOMPAN proposal.
- Installation of Poured in Place surfacing does not include the use of aliphatic binder, solid or custom colors.
- Site security during Poured in Place surfacing cure time and any vandalism which may accrue during surfacing cure time.
- Borders for play area surfacing containment
- Any required retaining walls for proposed play area.
- Site storage for equipment.
- Site safety fencing beyond standard four (4') foot orange construction fencing
- Utilities site location services and/or relocation of any underground utilities
- On site dumpster for disposal of shipping containers and general construction debris



Terms & conditions

1. APPLICATION

These standard terms and conditions of sale ("STC") govern any KOMPAN, Inc. ("KOMPAN") sales proposal, quotation, or other offer ("Sales Proposal") to sell and supply by KOMPAN to a customer (the "Customer") of KOMPAN goods and services (hereinafter referred to as "Products") and the assembly and installation of Products by either KOMPAN or independent contractors retained by KOMPAN to perform such assembly and/or installation ("Services") described in the Sales Proposal that is on the face of this document or in a Sales Proposal that incorporates these STCs by attachment, reference to a copy of the STCs on KOMPAN's website at www.kompan.com, or by delivery of a copy thereof to the Customer.

2. ACCEPTANCE

KOMPAN shall not be bound by this Sales Proposal unless and until an authorized representative of Customer unconditionally accepts the Sales Proposal and these STCs by executing and returning to KOMPAN the acknowledgement of the Sales Proposal. Such acknowledgement shall be received by KOMPAN within five (5) Business days after the date of the Sales Proposal unless the Sales Proposal constitutes a firm offer, in which case the acknowledgement shall be received by KOMPAN within sixty (60) days. Customer's acceptance of the Sales Proposal is expressly limited to the terms and conditions contained herein and no additional or different terms shall be binding on KOMPAN unless agreed to by KOMPAN in writing either in the accompanying Sales Proposal or in a subsequent written agreement. KOMPAN hereby objects to and rejects any different or additional terms and conditions proposed by Customer in its purchase order of acceptance or otherwise, unless expressly agreed by KOMPAN in writing. Commencement of any work or of any deliveries pursuant to a Sales Proposal shall, in the absence of any written acceptance, be deemed an unconditional acceptance by Customer of these conditions.

3. CONFLICTS

In case of conflict between the provisions contained in the accompanying Sales Proposal and these STCs, the particular provisions in the Sales Proposal shall prevail.

4. LIMITATION OF AUTHORITY

KOMPAN's employees or agents purportedly acting on behalf of KOMPAN have no authority orally (a) to vary, modify or waive expressly or impliedly any of these terms and conditions whatsoever or to make any oral representations as to their effect; or (b) to give advice to Customers as to the suitability of the KOMPAN's Products and units for any specific situation or purpose. It is strongly recommended that all Customers seeking such advice should read KOMPAN's published materials.

5. PRICE AND PAYMENT

(a) Price. The prices of the Products and/or Services are those set forth in the Sales Proposal or, if not reflected in the Sales Proposal, are the current published prices offered by KOMPAN ("Prices"). The Sales Proposal will indicate, apart from the Prices, other charges such as transport costs, shipping and minimum insurance coverage, to the destination agreed in the Sales Proposal. Unless expressly stated otherwise in writing, Prices in the Sales Proposal are net of all charges relating to sales, use or

other taxes or tariffs. Any increases in these charges which may come into force after the date of the Sales Proposal shall be borne by the Customer.

(b) Payment Terms. Unless expressly stated otherwise in writing, invoices for payment will be issued upon acceptance of the Sales Proposal in accordance with the terms set out in the accepted Sales Proposal. If the terms of payments are not set out in the accepted Sales Proposal: (i) 50% of the Price will be due upon acceptance; and (ii) the remaining balance upon shipment in the case of the supply of Products or upon completion of the Services in the case of the provision of Services. The payment of the total value of each invoice shall be made within thirty (30) days starting from the date of invoice unless otherwise expressly agreed in writing.

(c) Payment. Payment for Products must be made to and received by KOMPAN prior to delivery of the Products to Customer unless special arrangements are made in writing with KOMPAN. Where special arrangements are made relating to the payment for Products, notwithstanding anything to the contrary therein, no offsets or retention by Customer shall be allowed. In connection with payment for Services which are considered construction services subject to applicable laws requiring the withholding of retainage until completion of the construction-related Services, Customer may retain such applicable retainage pending completion of the Services. Interest shall accrue on all sums due and outstanding at 1 1/2% per month or at the highest rate permitted by applicable law, whichever is less. Such remedy shall be in addition to, and without prejudice to, any further damages and any other remedies for nonpayment which KOMPAN may have at law or in equity.

6. PRICE REVISION

Except in the case of prices quoted in a written Sales Proposal by KOMPAN constituting a firm offer, which shall be good for sixty (60) days from quotation, prices are subject to change without previous notice, and the Customer shall pay for all Products at the prices in effect on the date of shipment. Payment of such increases must precede delivery, and the Customer shall not be entitled to rescind the contract as a result thereof.

7. DELIVERIES

(a) Where delivery periods have been indicated in the Sales Proposal, such periods are estimates only. Although KOMPAN will use its commercially reasonable efforts to deliver the Products promptly, KOMPAN shall not be liable for any delay (howsoever caused) or for any incidental or consequential damages arising therefrom. Customer also shall not be entitled to rescind the agreement for such delay unless expressly provided in the Sales Proposal.

(b) Delivery shall be made to areas readily accessible by truck. KOMPAN reserves the right to charge extra for any special delivery requirements.

(c) The carrier of the Products shall deliver them at a point reasonably accessible by truck. In the event the Sales Proposal is for Products only and not for Services, Customer shall be responsible for offloading, final moving, location, and storage of the Products after delivery. The Customer shall ensure that unloading by the carrier is not delayed. In the event the unloading of the Product is delayed, KOMPAN

reserves the right to make a fair charge therefore. In the event the Sales Proposal includes Services, the terms of delivery of such Services are set out in Section 14.

(d) The Customer shall indemnify KOMPAN against all damage to or delay of the carrier's or KOMPAN's vehicles or damage to property belonging to the Customer or to any third party attributable to accessing the Customer's premises.

(e) Delivery of the Products by KOMPAN shall be scheduled with Customer, and KOMPAN and Customer

will make the necessary arrangements for delivery in accordance with such schedule. If delivery is canceled or delayed for reasons outside of KOMPAN's control, including the Customer not being available or prepared to accept delivery when scheduled, KOMPAN may (i) take away the Products and redeliver them at a later date, charging the Customer for any additional expense thereby incurred (including temporary storage, demurrage, and remobilization).

8. RETURNS

Except as agreed to in writing, all items of Product returned will be subject to inspection and approval by KOMPAN prior to acceptance and will result in a restocking charge for all costs associated with the return, but not less than 50% of the full list price of such returned KOMPAN items or 75% for custom or third party items.

9. LIMITED WARRANTY

KOMPAN warrants that the Product(s) described herein and delivered hereunder will be free from defects in material and workmanship and conform to KOMPAN's published specifications and the other express warranties set forth in the Warranty Certificate for the Product(s). This warranty applies only if the Products have been properly installed according to the instructions provided by KOMPAN and maintained correctly according to the KOMPAN Maintenance Manual. This warranty does not cover any damage caused by accident, improper care, negligence by Customer or its invitees, normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

This limited warranty shall not apply to components which are not manufactured by KOMPAN, in respect of which, KOMPAN shall, to the extent it is able, pass on any warranty given to it by the manufacturer of the component in question. KOMPAN also warrants that any Services shall be performed in a good and workmanlike manner. The Customer shall indemnify and hold harmless KOMPAN against all damages, losses, costs, expenses, claims, demands and liabilities arising out of or related to the use of the Products by the Customer or its invitees and/or use or application by the Customer or its representatives of any information disclosed or provided by or on behalf of KOMPAN. The foregoing limited warranty is exclusive and is in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, except to the extent that KOMPAN expressly gives any such warranty in a separate instrument executed by both the company and its customer.



10. DISCLAIMER OF LIABILITY

The customer acknowledges that KOMPAN exercises no control over the customer's methods of selection, use, resale, installation or construction of the products sold hereunder and the customer therefore assumes all risk of liability for the result obtained from or the safety of any products sold hereunder. In particular, KOMPAN shall not be responsible or liable for, and the customer assumes, all risk of compliance with applicable governmental laws and regulations, and any incidental or consequential damages, losses, or expenses, including without limitation personal injury or property damage to any person, and whether based on warranty, contract, negligence, strict liability in tort or any other applicable legal theory, arising out of the selection, installation, inability to use, or the use of any product, whether alone or in combination with other goods.

11. NOTICE OF CLAIMS

The Customer shall inspect the Products sold hereunder immediately upon receipt thereof. Any claim relating to the Products damaged in transit shall be made within ten (10) days by written notice to KOMPAN. Any claim relating to the quantity of Products shipped shall be made within thirty days by written notice to KOMPAN. All claims other than those relating to the quantities shipped or damage in transit must be made in accordance with the conditions set forth herein. The Customer must submit claims for any damage, defect or discrepancy in the Products supplied as follows, (a) where the damage, defect or discrepancy is visible on inspection, the receipt note must be marked accordingly with written details signed by the Customer or his authorized representative and a written claim must be submitted to KOMPAN within ten (10) days of receipt of the Product, (b) where the damage, defect or discrepancy is not visible on inspection, the claim must be made in writing to KOMPAN within ten (10) days after the Customer learns of the facts upon which such a claim is based, but in no event more than six weeks after receipt of the Products. Written notice from the Customer of a claim hereunder shall be deemed insufficient and ineffective unless such notice includes a list of the identifying code marks on the outside of

KOMPAN's shipping container or package, and unless the Customer grants KOMPAN permission to inspect such Products. Any claim not made within the time period and in the manner hereinabove set forth shall be deemed waived. Notwithstanding the foregoing, any legal action against KOMPAN relating to any of the Products sold or Services performed hereunder must be commenced within one (1) year after the Customer's receipt of the Products sold hereunder or be forever barred.

12. EXCLUSIVE REMEDY

It is expressly agreed that the Customer's exclusive remedy for a breach by KOMPAN of the Limited Warranty set forth herein or for any other claim based upon a defect in the Products sold shall be, at the election of KOMPAN, either repair or replacement of the Product or the making of a fair allowance therefore, provided that the Customer shall have given written notice of such claim within the time period and in the manner set forth in Section 11 hereof. The exclusive remedy for a breach by KOMPAN of the Limited Warranty set forth herein for Services shall be the re-performance of such Services. KOMPAN's liability with respect to any claim whatsoever arising out of the Products delivered or Services performed shall in no event exceed the price paid by the Customer hereunder for the Products or Services giving rise to the claim in question. The foregoing remedy is agreed to be adequate and

exclusive, and in no event shall the customer be entitled to any other remedy, whether for personal injury, property damage, business loss, or for any other injury or loss, or for any incidental or consequential damages, whether based on warranty, contract, negligence, strict liability in tort or any other applicable legal theory.

13. TITLE AND RISK OF LOSS

(a) Unless otherwise expressly agreed by the parties, all Products are shipped F.O.B. destination.

(b) Unless otherwise specifically agreed in writing, all risks of loss relating to the Products are transferred to the Customer when the same are delivered to the Customer or its designated representative at the destination named on the Purchase Order. Notwithstanding the foregoing, until payment in full is received by KOMPAN, title and beneficial ownership of the Products shall remain with KOMPAN until either (i) KOMPAN receives payment in full for the Products, or (ii) KOMPAN or its agent removes the Products from the Customer's premises.

(c) Until full payment is received by KOMPAN, the Customer shall keep and store any delivered Products in such a manner that they may be identified as being the property of KOMPAN.

(d) The Customer in entering into a contract with KOMPAN is deemed to have given its irrevocable authority to KOMPAN or its agents to enter the Customer's property or property controlled by the Customer for the purpose of removing the goods in accordance with (b) hereof.

(e) If the Customer shall sell the Products before payment in full is received by KOMPAN the following provisions shall apply: (i) the Customer shall act as principal towards its purchaser and not as agent for KOMPAN; (ii) the Customer shall hold the proceeds of sale up to the amount due to KOMPAN under the agreement as trustee to KOMPAN; (iii) the Customer shall account to the Company for the amount so due; and (iv) until such payment to KOMPAN is paid to KOMPAN, the Customer shall retain the said amount in a separate account to KOMPAN's order.

14. SERVICES; INSTALLATION AND ASSEMBLY

(a) Except where special arrangements have been made in writing for KOMPAN to provide Services to assemble, install or erect Products sold to Customer, such assembly, installation, or erection is the responsibility of the Customer, and KOMPAN accepts no liability whatsoever for defects or damages resulting from the Customer's assembly, installation or erection of the Products or any claims for death or personal injury resulting from any use of the Products to the extent caused, in whole or in part, by such improper assembly or the resulting defects or damages to the Products. In such circumstances, Customer shall indemnify and hold KOMPAN harmless for any liability, damages or costs arising out of or relating to Customer's acts or omissions in accordance with Section 17.

(b) In the event the Sales Proposal includes the purchase of Services, KOMPAN or independent contractors retained by KOMPAN shall install and assemble the Products, the safety surfacing, and the civil works and shall deliver any spare parts to the extent set out in the Sales Proposal. In connection with any sales of Services, the Customer shall promptly notify KOMPAN of any existing installations such as water, gas, communications, electricity, or of any other similar communications or installations which may be affected and/or may suffer damages

as a consequence of the work to be carried out at the site or premises where the Products are to be installed. Should the Customer fail to provide such information prior to the commencement of the Services or if KOMPAN or its independent contractors encounter any Unforeseen Conditions, KOMPAN shall not be held liable under any circumstance for any potential or actual damages caused to such installations. In the event KOMPAN or the independent contractor does encounter unforeseen conditions that increase the cost of installation or the provision of the Services, the parties agree to enter into a change order to amend the scope of work and/or the price to be charged therefore prior to the performance of any additional work. "Unforeseen Conditions" means any obstruction which hinders the installation of the Products or the performance of the Services associated therewith which is not visible to the human eye without physical exploration of the site and/or the subsurface conditions (including rock ledges and other underground obstructions).

(c) Upon completion of the Services, the Customer or its designated representative shall inspect the completed Services and sign a Completion Certificate provided by KOMPAN (a form of which is attached as Appendix A) and, if the Customer or its designated representative is not available to take delivery, then KOMPAN or the third party installer will send the Completion Certificate to the Customer. Should the Customer claim that the Services have not been performed in accordance with the accepted Sales Proposal, Customer shall send KOMPAN, within seven (7) days from receipt of the Completion Certificate, a notice ("Notice"), specifying in detail, the faults found in the Services. If the Customer objectively demonstrates the claimed faults, KOMPAN shall remedy the same at its own expense; if, instead, KOMPAN demonstrates that the Services were performed in compliance with the accepted Sales Proposal, the Customer shall be obligated to pay KOMPAN the costs and expenses of the activities carried out by KOMPAN to demonstrate the acceptability of such Services. If the Customer does return a signed Completion Certificate or provide a Notice within seven (7) days from receipt of the Completion Certificate, the Services will be deemed completed to the Customer's satisfaction in all respects.

15. SPECIFICATIONS

KOMPAN reserves the right to vary or withdraw specifications without prior notice and at its discretion to substitute on delivery alternate components (not necessarily identical appearance) which will not affect the performance of the Product concerned.

While every effort will be made to satisfy the Customer's precise color or finish requirements (where relevant), no guarantee can be given that variations in color or finish will not occur between different components. KOMPAN shall in no circumstances be deemed to warrant that any components conform exactly to the color of any sample or illustration seen by the Customer or of any materials and units already in the Customer's possession.

16. COMPLIANCE WITH LAWS. The Customer shall ensure that the intended use of the Products supplied by KOMPAN does not contravene any applicable local, state, or federal laws or regulations and applicable codes of standards organizations, and the Customer or its designated representative shall be responsible for obtaining all licenses or permissions required for such use. Upon request, the Customer shall furnish KOMPAN with certificates of compliance with such applicable laws, regulations, and codes.



17. INDEMNIFICATION AND ATTORNEY FEES.
The Customer hereby agrees to indemnify and hold KOMPAN harmless for any liability, damages or costs (including reasonable attorney's fees), whether arising out of a suit or claim between KOMPAN and the Customer or a third party, or arising out of or related to the failure of the Customer to perform any of its obligations or comply with any of the conditions contained herein. In the event KOMPAN has to take any action against the Customer to obtain enforcement or compliance with any of the terms or conditions contained herein, the Customer agrees to pay all of the costs and expenses of such action (including reasonable attorney's fees).

18. TERMINATION

(a) A party shall be entitled to terminate this agreement with immediate effect by giving written notice to the other party if:

(i) the other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default for 14 days after being notified in writing to make such payment;

(ii) the other party commits a breach of its material obligations under this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or

(iii) the other party becomes insolvent or bankrupt, a receiver is appointed in respect of the whole or any part of the other party's assets or business, or the other party admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, ceases to function as a going concern, or is the subject of an involuntary proceeding in bankruptcy or insolvency and such proceeding is not finally dismissed within 60 days of its institution.

(b) Termination of this agreement shall not prejudice any of the parties' rights and remedies which have accrued as at termination and all payments which have not yet become due shall become immediately due and payable.

19. FORCE MAJEURE

(a) A party shall not be deemed to be in breach of the Contract, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to Force Majeure and the time for performance of that obligation shall be extended accordingly. In case the Force Majeure situation continues for more than three months each party shall be free to withdraw from the Contract without liability.

(b) For the purposes of these General Terms of Conditions Force Majeure means extraordinary events or circumstances which cannot be foreseen nor prevented, including but not limited to acts such as natural calamities, earthquake, war, revolution, riot, civil insurrection, expropriation, nationalization, nuclear explosion, radioactive or chemical contamination or ionizing radiation, hyperinflation, labor disputes of whatever nature, general shortage or lack of raw materials causing either curtailment or production stop, increase in raw materials cost where any increase in raw material costs increase the total unit price for a product by [5] percent ([five]%) or more, authorities not respecting legal deadlines or not acting in a reasonably foreseeable manner, civics associations, and/or NGOs groups, legal entities or individuals filing objections within administrative procedures and other circumstances beyond the parties' reasonable control.

20. APPLICABLE LAW; JURISDICTION

This agreement and all disputes or claims arising out of or in connection with this agreement shall be governed and construed by the laws of the state of Texas, excluding its conflict of laws principles. The parties agree that the United Nations Convention on

Contracts for the International Sale of Goods will not

21. ASSIGNMENT

Except as provided herein, neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however that KOMPAN may subcontract its obligations to perform the Services to qualified independent contractors without the prior written consent of the Customer. KOMPAN may also assign its rights and obligations hereunder to any of its affiliates upon prior written notice to the Customer. KOMPAN may also assign its rights herein to any company that acquires substantially all of KOMPAN's business to which this agreement relates upon prior written notice to the Customer.

22. GENERAL

(a) Notice. Any notice or other communication required to be given to a party under or in connection with this agreement shall be in writing and shall be delivered to the other party personally or sent by U.S. certified mail postage pre-paid, recorded delivery, or by commercial courier, at its principal place of business, or sent by facsimile to the other party's main fax number. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid U.S. mail or recorded delivery, on the third business day after deposit, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by facsimile, on the next business day after transmission.

(b) Invalidity. If a court or any other competent authority finds that any provision of the agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part of the provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

(c) Entire Agreement. These STCs replace and supersede any prior communications, agreements and understandings between the parties, whether oral or in writing, concerning the sale and supply of the Products or the Services. These STCs, together with any written modification thereof signed by both parties, and the Sales Proposal to which these STCs are applicable, constitute the entire terms and conditions constituting the agreement of the parties concerning the sale and purchase of the Products and Services identified in the Sales Proposal. All other terms, conditions, warranties, representations or others matters; whether oral or in writing are excluded and disclaimed.

(d) Waiver. A waiver of any right under this agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Walker

WHEREAS, after an assessment of the parks and playgrounds in the City of Oswego, it became apparent that the majority of the playgrounds were generally manufactured for use by older children, limiting play options for the youngest in the community, and

WHEREAS, the City of Oswego wishes to address this by partnering with the Rotary club to construct a new train themed playground at Rotary Park that targets children seven years of age and under, and

WHEREAS, the City of Oswego has received a proposal from KOMPAN, INC., for the construction of the new playground at Rotary Park in the total amount of \$199,998.70, and it is in the best interest of the City to accept this proposal, now, therefore be it,

RESOLVED, that Mayor William J. Barlow, Jr. is authorized to accept the proposal submitted by KOMPAN, INC., for the construction of the new playground at Rotary Park in the total amount of \$199,998.70, and be it further

RESOLVED, that the City Chamberlain is authorized to make payments for same as outlined in the contract

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

Recommended by Administrative Services
Committee

Chairman Robert A. Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 13th day of February 2023

MARK TESORIERO City Clerk

WILLIAM J. BARLOW, JR. Mayor

Approved February 14, 2023

Resolution prepared by City Clerk's Office

Page No.

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: January 6, 2023

- ☐ Planning & Development
- ☐ Physical Services
- ☒ Administrative Services
- ☐ Human Services

Fr: Office of

- | | |
|--|--|
| ☐ City Attorney | ☐ Purchasing Agent |
| ☐ City Chamberlain | ☐ Recreation |
| ☐ City Clerk | ☐ Sewage Treatment Plant, E/W |
| ☐ City Engineer | ☐ Traffic Engineering |
| ☐ Community Development | ☐ Dept. of Water |
| ☐ Dept. of Fire | ☐ Dept. of Works |
| ☐ Dept. of Personnel | ☐ Zoning & Planning |
| ☐ Dept. of Police | ☒ Other |

Mayor Barlow requests City Chamberlain, Deborah Coad, be authorized to use \$80,000.00 in city ARPA funding to pay for the new Rotary Park Playground and the balance of payment be made through authorization for a budget amendment to the Parks Contracted Services Account, A.7110.0440.

Ordered filed and printed with the proceedings.

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Walker

WHEREAS, the City of Oswego wishes to partner with KOMPAN, INC. for the construction of the new playground at Rotary Park, and

WHEREAS, the new playground will be partially funded with City American Rescue Act (ARPA) Funding, and the balance will be made through a budget amendment to the Parks Contracted Services Account, now, therefore be it

RESOLVED, that the City Chamberlain is authorized to use \$80,000.00 in City ARPA funding for the new Rotary Park playground, and be it further

RESOLVED, that the City Chamberlain is authorized to complete a budget amendment to the Parks Contracted Services Account, A.7110.0440, in the amount of \$120,000.00 to pay the balance for said project

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burrridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

Recommended by Administrative Services
Committee

Chairman Robert A. Corradino

I certify that the foregoing resolution
was duly passed by the Common Council
on the 13th day of February 2023

MARK TESORIERO City Clerk

Approved February 14, 2023

WILLIAM J. BARLOW, JR. Mayor

COMMUNICATION FROM OFFICERS OF THE CORPORATION

TO: Committees of the Common Council

Date: January 6, 2023

- ☐ Planning & Development
- ☐ Physical Services
- ☒ Administrative Services
- ☐ Human Services

Fr: Office of

- | | |
|--|--|
| ☐ City Attorney | ☐ Purchasing Agent |
| ☐ City Chamberlain | ☐ Recreation |
| ☐ City Clerk | ☐ Sewage Treatment Plant, E/W |
| ☐ City Engineer | ☐ Traffic Engineering |
| ☐ Community Development | ☐ Dept. of Water |
| ☐ Dept. of Fire | ☐ Dept. of Works |
| ☐ Dept. of Personnel | ☐ Zoning & Planning |
| ☐ Dept. of Police | ☒ Other |

Mayor Barlow requests a budget amendment in the amount of \$12,940 for a new floor for the Safe Haven Holocaust Museum to (account) and authorize city chamberlain to allow 50% down payment upon order of materials and the balance of payment upon completion.



**Safe Haven Holocaust Refugee Shelter Museum
2 East 7th Street
Oswego NY 13126**

January 10, 2023

Mayor William J. Barlow, Jr.
City Hall
13 West Oneida St.
Oswego NY 13126

Dear Mayor Barlow:

The Safe Haven Holocaust Refugee Shelter Museum Board of Directors, respectfully requests that the Office of the Mayor consider covering the cost of \$12,490 for a new floor in the Museum's large exhibit room and main office. The estimate was drawn up by Oswego Quality Carpet (see attached), a local vendor who will also complete the project. New flooring will give the Museum the needed polish and shine to welcome visitors, no matter the season. And no longer will we be embarrassed when visitors step into the office and are greeted by missing floor tiles that reveal the sub-floor!

Your moving remarks at our Grand Reopening truly represented your expression of pride for the City and the story that is the emblem of Oswego's Safe Haven Holocaust Refugee Shelter Museum. Thank you for recognizing the Museum's value. I believe this remarkable, soon to be fully renovated Museum, can be among the most important attractions to draw nationwide visitors to Oswego and our CNY region for all of the best reasons.

Sincerely,
Audrey

Audrey S. Hurley
President (2022)
Board of Directors
Safe Haven Holocaust Refugee Shelter Museum

OSWEGO QUALITY CARPET

35 W. SCHUYLER STREET

OSWEGO, NY 13126

Ph: 315-343-1098

Fax: 315-342-5416

58

December 8, 2022

Attn: Audrey Hurley

Re: Safe Haven Museum – New Flooring

Per your request, we are pleased to have this opportunity to provide an estimate on the above listed project as described below.

Front Main Display Area, Library, Office, Hallway

Provide and install Cobalt's Katanga vinyl plank flooring (or similar) throughout the subject areas. Our price includes the following:

Demo and dispose of existing carpeting

Remove and reinstall ¼ round molding

Provide and install new ¼" plywood underlayment

Standard floor prep, minor scrape

Provide and install ADA thresholds as necessary throughout

Use only premium, manufacturer recommended adhesives / patches / grouts and sealers

Freights/Mobilizations included

Total: \$12,490

.00*

Plus Applicable Taxes

Exclusions: No moving of any furniture / appliances / electronic equipment. No other trades to be in designated work space during scheduled installation. Door trims / carpentry work to be done by others. Price assumes space to be unoccupied. Bulk leveling subfloor / fill is excluded. We will not handle any environmentally hazardous materials.

Terms: Half down prior to ordering materials, balance upon job completion

Sincerely,

Jim Bourdon

Commercial Sales; O.Q.C.

CITY OF OSWEGO, NEW YORK

Motions, Resolutions and Notices

By Councilor Gosek

WHEREAS, Mayor William J. Barlow, Jr. has received a request from The Safe Haven Holocaust Refugee Shelter Museum Board of Directors seeking financial support for new flooring in the Museum's large exhibit room and main office, and

WHEREAS, in recognizing the importance of the Museum, the Mayor feels it's in the City's best interest to fund this project to provide a necessary upgrade to the overall appeal of the exhibit room, and

WHEREAS, an estimate was drawn up by Oswego Quality Carpet in the total amount of \$12,490.00, and a budget amendment to the Municipal Building Contracted Services Account in said amount will be necessary, now, therefore be it

RESOLVED, that the City Chamberlain is authorized to complete a Budget Amendment in the amount of \$12,490.00, to the Municipal Building Contracted Services Account A.1620.0440, to cover the cost of new carpeting in the Safe Haven Holocaust Refugee Shelter Museum's exhibit room

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

Recommended by Administrative Services
Committee

Chairman Robert A. Corradino

I certify that the foregoing resolution was duly passed by the Common Council on the 13th day of February 2023

MARK TESORIERO

City Clerk

Approved February 14, 2023

WILLIAM J. BARLOW, JR. Mayor

Resolution prepared by City Clerk's Office

Page No.

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Hill

WHEREAS, the following Resolution(s) sponsored by Councilor Hill has/have not been reviewed by any Committee of this Common Council, and

WHEREAS, Rule VII, Paragraph 2, required such Committee consideration prior to Common Council action, now, therefore be it

RESOLVED, that pursuant to Rule XI of the Common Council Rules, Rule VII, Paragraph 2, is suspended so that Resolution Nos. 60-62 may be acted upon without committee consideration.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker ✱	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 13th day of February 2023

MARK TESORIERO City Clerk

WILLIAM J. BARLOW, JR. Mayor

Approved February 14, 2023

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Hill

WHEREAS, the Office of Economic Development is responsible for the administration of the Oswego Summer Concert Series, the Oswego Water Street Square Concert Series, Oswego Independence Day Celebration, Oswego Independence Day Parade, and

WHEREAS, the Office of Economic Development received funding allocation from the City of Oswego for the purposes of administering specific City of Oswego Special Events to include the Oswego Concert Series, City of Oswego Water Street Square Concert Series, the Independence Day Celebration, Oswego Independence Day Parade, and

WHEREAS, the Oswego Summer Concert Series will be held June 2023 - August 2023 and will require the authorization for public space for said concert series, and

WHEREAS, the City of Oswego Water Street Square Concert Series 2023 will be held between June 2023 - August 2023 and will require the authorization of use of public space for said concert series, and

WHEREAS, the City of Oswego Independence Day Celebration will be held on Sunday, July 2, 2023 and will require the use of the pedestrian bridge over the Oswego River, road closures, and Public Space, and

WHEREAS, the City of Oswego Independence Day Parade will be held on July 2, 2023 and will require road closures and city services, and

WHEREAS, the City of Oswego Special Events Committee through the Office of Economic Development is requesting approval from the Common Council to allow the Mayor and/or the Economic Development Deputy Director to execute contracts and agreements related to the Oswego Summer Concert Series 2023, City of Oswego Water Street Square Concert Series 2023, the City of Oswego Independence Day Celebration and Parade, now therefore be it,

RESOLVED, the Mayor and/or Economic Development Deputy Director is authorized to execute contracts and agreements related to the administration and management of the Oswego Summer Concert Series 2023, Oswego Water Street Square Summer Concert Series 2023, Oswego Independence Day Celebration and Independence Day Parade, and be it further,

RESOLVED, Approval is granted for the use of public space of required for the Oswego Summer Concert Series 2023, Oswego Water Street Square Summer Concert Series 2023, Oswego Independence Day Celebration and Parade through coordination with the appropriate City Department(s) and approval is granted for the necessary road closures, City Services and use of the pedestrian bridge over the Oswego River, for the Independence Day Celebration.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty			✓
Councilor Burridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	6	0	1

ADOPTED LOST

Recommended by Administrative Services
Committee

Chairman Robert A. Corradino

I certify that the foregoing resolution
was duly passed by the Common Council
on the 23rd day of January 2023

MARK TESORIERO City Clerk

Approved January 24, 2023

WILLIAM J. BARLOW, JR. Mayor

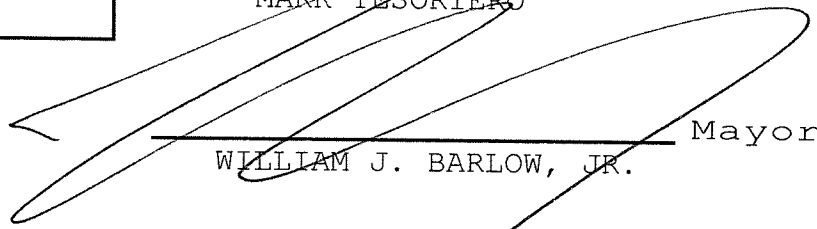
CITY OF OSWEGO, NEW YORK
Motions, Resolutions and NoticesBy Councilor Plunkett

RESOLVED, that Resolution No. 36 dated January 24, 2023, authorizing the Mayor and/or Community Development Director(s) to execute all documents necessary for the 2023 Summer Concert Series, Block Parties, and the 2023 Independence Day Celebration be and it hereby is rescinded in its entirety.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 13th day of February 2023


MARK TESORIERO City ClerkApproved February 14, 2023
WILLIAM J. BARLOW, JR. MayorResolution prepared by City Clerk's Office

Page No. _____

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Corradino

WHEREAS, the Office of Economic Development is responsible for the administration of the Oswego Summer Concert Series, the Oswego Water Street Square Concert Series, Oswego Independence Day Celebration, Oswego Independence Day Parade, and

WHEREAS, the Office of Economic Development received funding allocation from the City of Oswego for the purposes of administering specific City of Oswego Special Events to include the Oswego Concert Series, City of Oswego Water Street Square Concert Series, the Independence Day Celebration, Oswego Independence Day Parade, and

WHEREAS, the Oswego Summer Concert Series will be held June 2023 - September 2023 and will require the authorization for public space for said concert series, and

WHEREAS, the City of Oswego Water Street Square Concert Series 2023 will be held between June 2023 - September 2023 and will require the authorization of use of public space for said concert series, and

WHEREAS, the City of Oswego Independence Day Celebration will be held on Sunday, July 2, 2023 and will require the use of the pedestrian bridge over the Oswego River, road closures, and Public Space, and

WHEREAS, the City of Oswego Independence Day Parade will be held on July 2, 2023 and will require road closures and city services, and

WHEREAS, the City of Oswego Special Events Committee through the Office of Economic Development is requesting approval from the Common Council to allow the Mayor and/or the Economic Development Deputy Director to execute contracts and agreements related to the Oswego Summer Concert Series 2023, City of Oswego Water Street Square Concert Series 2023, the City of Oswego Independence Day Celebration and Parade, now therefore be it,

RESOLVED, the Mayor and/or Economic Development Deputy Director is authorized to execute contracts and agreements related to the administration and management of the Oswego Summer Concert Series 2023, Oswego Water Street Summer Concert Series 2023, Oswego Independence Day Celebration and Independence Day Parade, and be it further,

RESOLVED, Approval is granted for the use of public space of required for the Oswego Summer Concert Series 2023, Oswego Water Street Square Summer Concert Series 2023, Oswego Independence Day Celebration and Parade through coordination with the appropriate City Department(s) and approval is granted for the necessary road closures, City Services and use of the pedestrian bridge over the Oswego River, for the Independence Day Celebration.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge	✓		
Councilor Hill, Jr. ✗	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 13th day of February 2023

MARK TESORIERO City Clerk

Approved February 14, 2023
WILLIAM J. BARLOW, JR. Mayor

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Hill

WHEREAS, the City of Oswego is the owner of multiple properties in and around the City of Oswego due to tax foreclosures; and

WHEREAS, the properties include: 17 Liberty Street, 20 East Seventh Street, 31 John Street, 39 East Oneida Street, 73 Ontario Street, 102 East Schuyler Street, 105 East Cayuga Street, 107 East Cayuga Street, 110 East Cayuga Street, 131 East Eleventh Street, 137 East Oneida Street, 143A Liberty Street, 161 Liberty Street, 179 East Second Street, 187 East Fourth Street, 223 West Sixth Street; and

WHEREAS, there are six (6) properties that the City of Oswego owns but intend to grant to the Oswego County Land Bank to include: 20 East Seventh Street, 102 East Schuyler Street, 105 East Cayuga Street, 107 East Cayuga Street, 110 East Cayuga Street, and 131 East Eleventh Street; and

WHEREAS, the Common Council has determined that the properties are excess and should be sold by receipt of public bids after being advertised, excluding the properties to be granted to the Land Bank; and

WHEREAS, the Common Council has further determined that each property to be sold should be advertised with a minimum starting bid, but that the determination to award the property to a successful bidder will be based on criteria that includes which bid represents the highest responsible bid, taking into consideration the plans articulated in the bids received when determining the successful bidder; now, therefore be it

RESOLVED, that the following properties are authorized to be transferred to the Oswego County Land Bank by quitclaim deed, each for one dollar and other valuable consideration: 20 East Seventh Street, 102 East Schuyler Street, 105 East Cayuga Street, 107 East Cayuga Street, 110 East Cayuga Street, and 131 East Eleventh Street, and the Mayor is authorized to sign all documents to complete the transfer of these properties to the Oswego County Land Bank; and it is further

RESOLVED, that the following properties (together the minimum bid price next to each) shall be advertised for sale through sealed bids and in accordance with the Bid Specifications: 17 Liberty Street (\$500), 31 John Street (\$1,500), 39 East Oneida Street (\$20,000), 73 Ontario Street (\$5,000), 137 East Oneida Street (\$5,000), 143A Liberty Street (\$500), 161 Liberty Street (\$500), 179 East Second Street (\$750), 187 East Fourth Street (\$500), and 223 West Sixth Street (\$10,000); and it is further

RESOLVED, that the City Attorney is authorized to prepare bid specifications to comply with the express intention of the Common Council as set forth herein, and establish a deadline for receiving all sealed bids by 5:00 p.m. Friday, March 3, 2023, and thereafter present all such bids to the Common Council to determine the highest responsible bidder for each such property on March 6, 2023, with an expected award date of March 13, 2023 during the Common Council meeting.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 13th day of February 2023

MARK TESORIERO City Clerk

Approved February 14, 2023
WILLIAM J. BARLOW, JR. Mayor

CITY OF OSWEGO, NEW YORK
Motions, Resolutions and Notices

By Councilor Plunkett

RESOLVED, that this Regular Meeting of the Common Council now adjourn at 7:43 p.m.

AYES AND NAYS CALLED			ABSENT/ ABSTAIN
	AYES	NAYS	
Councilor McBrearty	✓		
Councilor Burridge	✓		
Councilor Hill, Jr.	✓		
Councilor Walker	✓		
Councilor Gosek ✕	✓		
Councilor Plunkett	✓		
Councilor Corradino	✓		
TOTAL	7	0	

ADOPTED LOST

I certify that the foregoing resolution was duly passed by the Common Council on the 13th day of February 2023

MARK TESORIERO City Clerk

Approved February 14, 2023

WILLIAM J. BARLOW, JR. Mayor



AGENDA
Common Council Meeting
February 13, 2023
7:05 PM

Public Hearing

Public Hearing - Re: Proposed Local Law No. 1 of the Year 2023

Public hearing called to order at 7:11 p.m.

Public Hearing Adjournment - Re: Proposed Local Law No. 1 of the Year 2023

The resolution was sponsored by Councilor Corradino. Councilor Hill was the second. Resolution passed unanimously.

Public hearing adjourned at 7:12 p.m.

Public Hearing - Re: Zone Change – 171 East Second Street

Public hearing called to order at 7:12 p.m.

Public Hearing Adjournment - Re: Zone Change – 171 East Second Street

The resolution was sponsored by Councilor Burridge. Councilor Walker was the second. Resolution passed unanimously.

Public hearing adjourned at 7:13 p.m.

Public Session

Roll Call

Roll Call

Mayor Barlow called the meeting to order at 7:30 p.m. All Councilors were present.

Mayor's Report to the Common Council

Pledge of Allegiance to the Flag

Resolutions

- 46 Approve Minutes Common Council Meeting Held January 23, 2023

The resolution was sponsored by Councilor Plunkett. Councilor Corradino was the second. Resolution passed unanimously.

- 47 Appoint Commissioner of Deeds

The resolution was sponsored by Councilor Walker. Councilor Gosek was the second. Resolution passed unanimously.

- 48 Approve Use of Public Space to the Greater Oswego-Fulton Chamber of Commerce in Order to Host the Annual Farmer's Market to be Held June 8, 2023 to October 12, 2023

The resolution was sponsored by Councilor Hill. Councilor McBrearty was the second. Resolution passed unanimously.

- 49 Approve Use of Public Space – Katrina DeBaum, of the Oswego County Humane Society, to Host the Rover Run 5K to be Held Sunday, April 30, 2023

The resolution was sponsored by Councilor Plunkett. Councilor McBrearty was the second. Resolution passed unanimously.

- 50 Accept Donation of a Plaque from Lori Hunt in Honor of Shirley LeRoy Winterhalt to be Added to an Existing Bench in Breitbeck Park

The resolution was sponsored by Councilor Burridge. Councilor Walker was the second. Resolution passed unanimously.

- 51 Approve Local Law No. 1 of the Year 2023 - A Local Law Amending Local Law No. 1 of the Year 2020 – A Local Law Amending the "Electrical Code of the City of Oswego, New York" in its Entirety

The resolution was sponsored by Councilor Hill. Councilor Plunkett was the second. Resolution passed unanimously.

- 52 Approve Change of Zone for Property Located at 171 East Second Street, From a TN2 Traditional Neighborhood 2 District to a TB Traditional Business District Re: Petition of Anthony Pauldine

The resolution was sponsored by Councilor Walker. Councilor Burridge was the second. Resolution passed unanimously.

- 53 Approve the 2023 Paving Plan and Continue the Use of an Existing Contract for Asphalt Concrete Paving

The resolution was sponsored by Councilor Walker. Councilor Plunkett was the second. Resolution passed unanimously.

- 54 Authorize Mayor to Sign Change Order No. 2 with Delta Engineers, Architect and Land Surveyors in the Amount of \$109,884.31 for the Phase II International Pier Improvements Project

The resolution was sponsored by Councilor Corradino. Councilor Hill was the second. Resolution passed unanimously.

- 55 Authorize Mayor to Sign Change Order No. 3 with W.D. Malone Trucking & Excavating, Inc. to Correct a Mathematical Error for the Phase II International Pier Improvements Project

The resolution was sponsored by Councilor Walker. Councilor Plunkett was the second. Resolution passed unanimously.

- 56 Authorize Mayor to Accept Proposal Submitted by KOMPAN, INC. for the Construction of the New Rotary Park Playground

The resolution was sponsored by Councilor Walker. Councilor Burridge was the second. Resolution passed unanimously.

- 57 Authorize City Chamberlain to Complete a Budget Amendment to the Parks Contracted Services Account in the Amount of \$120,000.00 to Pay for the New Rotary Park Playground

The resolution was sponsored by Councilor Walker. Councilor Plunkett was the second. Resolution passed unanimously.

- 58 Authorize City Chamberlain to Complete a Budget Amendment to the Municipal Building Contracted Services Account in the Amount of \$12,490.00 for New Carpeting in the Safe Haven Holocaust Refugee Shelter Museum's Exhibit Room

The resolution was sponsored by Councilor Gosek. Councilor Burridge was the second. Resolution passed unanimously.

- 59 Waive Rules of Common Council to Present Resolution Nos. 60-62 From the Floor Without Committee Consideration

The resolution was sponsored by Councilor Hill. Councilor Walker was the second. Resolution passed unanimously.

60 Motion to Rescind Resolution No. 36 Dated January 23, 2023

The resolution was sponsored by Councilor Plunkett. Councilor Gosek was the second. Resolution passed unanimously.

61 Authorize Mayor and/or Community Development Director to Execute All Documents Necessary for the 2023 Summer Concert Series, Block Parties, and the 2023 Independence Day Celebration

The resolution was sponsored by Councilor Corradino. Councilor Hill was the second. Resolution passed unanimously.

62 Approve the Advertisement of Sealed Bids for Properties Located in the City of Oswego

The resolution was sponsored by Councilor Hill. Councilor McBrearty was the second. Resolution passed unanimously.

Adjournment

Unfinished Business

There was no unfinished business.

Adjournment

The resolution was sponsored by Councilor Plunkett. Councilor Gosek was the second. Resolution passed unanimously.

Meeting was adjourned at 7:43 p.m.