



CITY OF ONEIDA
MEETING OF THE COMMON COUNCIL
109 N. MAIN ST., ONEIDA, NY 13421

AGENDA

| | | | |
|------------------|-------------------------|----------------------|--|
| Date: | December 31, 2024 | Presiding: | Rick Rossi, Mayor |
| Time: | 8:30 a.m. | Clerk: | Sandy LaPera, City Clerk |
| Location: | Common Council Chambers | Meeting Type: | Regular <input type="checkbox"/> Special <input checked="" type="checkbox"/> |

Call to Order/Pledge of Allegiance/Roll Call

Approval of Minutes: December 17, 2024

Approval of Warrant: 26

| Item | Title | Facilitator |
|------|---|--------------|
| 1. | COLLECTION OF TAXES: approve the 2025 Tax Warrant and authorize the Office of the City Chamberlain to proceed with the collection of taxes for the year 2025 | CITY MANAGER |
| 2. | HYDRANT AGREEMENT: authorize the City Manager to sign the 2025-2029 HP Hood Hydrant Agreement | SMOLINSKI |
| 3. | BUDGET TRANSFERS/AMENDMENTS: approve the budget transfers and amendments as outlined by the Comptroller, or a third party duly retained by the City of Oneida to perform such services | WELLS |
| 4. | WATER RATES & SERVICE CHARGES AND SEWER RATES: approve the 2025 Water Rates, Water Service Charges and Sewer Rates | CITY MANAGER |
| 5. | AGREEMENT-BONADIO: authorize the City Manager to sign an agreement, in a form approved by the City Attorney, with Bonadio & Co., LLP, 432 N. Franklin St., #60, Syracuse, NY 13204 for accounting consulting services to be rendered in connection with and the performance of duties of the City of Oneida Comptroller for a period beginning January 1, 2025, and ending December 31, 2025 | CITY MANAGER |
| 6. | MEMORANDUM OF UNDERSTANDING: authorize the City Manager to sign a Memorandum of Understanding with Nadine C. Bell for service and compensation as City Attorney | CITY MANAGER |
| 7. | 2025 GENERAL FUND BUDGET, FUND BALANCE OVERRIDE: that the City of Oneida Common Council does hereby override its prior resolution passed on November 17, 2015, on a single occasion to set a minimum level of fund balance for the 2025 calendar year at 15% of the 2025 General Fund's budget, it being the desire of the Council that the level of fund | CITY MANAGER |

| Item | Title | Facilitator |
|------|---|--------------|
| | balance in 2026 and thereafter be maintained at 20% of the General Fund's budget | |
| 8. | AMUSEMENT DEVICE LICENSE: approve the 2025 Amusement Device License Application from Stanton Automatics for machines located within the City of Oneida | LAPERA |
| 9. | APPROVE USE OF ARPA FUNDS: approve the use of ARPA Funds to cover any balance associated with the City Website migration (Civic Plus) | CITY MANAGER |
| 10. | APPROVE USE OF ARPA FUNDS: approve the use of any remaining ARPA Funds to be applied to the contract with Bonadio & Co., LLP, 432 N. Franklin St., #60, Syracuse, NY 13204 for accounting consulting services to be rendered in connection with and the performance of duties of the City of Oneida Comptroller for a period beginning January 1, 2025, and ending December 31, 2025 | CITY MANAGER |

NEW BUSINESS

**MINUTES OF THE COMMON COUNCIL
SPECIAL MEETING
YEAR-END CLOSEOUT
DECEMBER 31, 2024**

A special meeting of the Common Council of the City of Oneida, NY was held on the thirty-first day of December 2024 at 8:30a.m. at the City of Oneida Common Council Chambers, 109 N. Main Street, Oneida NY 13421.

The meeting was called to order by Mayor Rick Rossi

| <u>Attendees</u> | <u>Present</u> | <u>Absent</u> | <u>Arrived Late</u> |
|---------------------|--------------------------|--------------------------|--------------------------------|
| Mayor Rossi | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> _____ |
| Kyle Lovell, CM | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> _____ |
| Councilor Szczerba | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> _____ |
| Councilor Laureti | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> _____ |
| Councilor Hitchings | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> _____ |
| Councilor Winchell | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> _____ |
| Councilor Pagano | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> _____ |
| Councilor Simchik | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> _____ |

Also Present

| | | | |
|---------------------------|--------------------------|--------------------------------|--------------------------|
| City Attorney Nadine Bell | <input type="checkbox"/> | Public Safety Comm. Dave Jones | <input type="checkbox"/> |
| City Clerk Sandy LaPera | <input type="checkbox"/> | Other: _____ | <input type="checkbox"/> |
| Fire Chief Scott Jones | <input type="checkbox"/> | Other: _____ | <input type="checkbox"/> |
| Police Chief Steve Lowell | <input type="checkbox"/> | | |

Call to Order/Pledge of Allegiance/Roll Call

APPROVAL OF MINUTES

Moved by Councilor
Seconded by Councilor

RESOLVED, that the minutes of the regular meeting of December 17, 2024, are hereby approved as presented.

Ayes:

Nays:

MOTION CARRIED/FAILED

APPROVAL OF WARRANT

Moved by Councilor

Seconded by Councilor

RESOLVED, that Warrant No. 26, checks and ACH payments in the amount of \$_____ as audited by the Voucher Committee are hereby approved for payment in the usual manner at the discretion of the Comptroller or a third party duly retained by the City of Oneida to perform such services.

Ayes:

Nays:

MOTION CARRIED/FAILED

**The Warrant will be provided on December 30, 2024.

1. COLLECTIONS OF TAXES

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, to approve the 2025 Tax Warrant and authorize the Office of the City Chamberlain to proceed with the collection of taxes for the year 2025.

Ayes:

Nays:

MOTION CARRIED/FAILED

STATE OF NEW YORK

COUNTY OF MADISON

CITY OF ONEIDA

The People of the State of New York to
the office of City Chamberlain of the City of Oneida, New York

GREETINGS

You are hereby commanded to levy, receive and collect from the several persons, associations, and corporations named in the assessment roll hereunto annexed, the several sums set opposite their respective names, for any and all purposes with such percentage of penalty and interest as in the Charter of said City or otherwise provided by law, for the collection and levying of County taxes by Town Collectors, and to return said warrant, except that where the corporations have paid the tax upon their income as provided by Chapter 726 of the Laws of New York 1917 as amended, and collection of the assessment on personal property, if any of such corporation shall be omitted.

You will, upon receipt of this warrant, levy and collect all taxes contained in said roll and the whole of all assessments and return said warrant and roll to the City Clerk, as above provided. You are hereby authorized and commanded to accept and collect the whole of said taxes or assessments in this assessment roll at the time and place stated for collection of said taxes from the person or association or corporation volunteering to pay the same.

Immediately upon delivery of said roll and warrant to you by the City Clerk, you will publish a notice in the official newspaper of the City, weekly for four (4) consecutive weeks, that you will attend your office with said roll and warrant for sixty (60) days after the first publication of said notice, Saturdays, Sundays and legal holidays excepted, from eight o'clock in the morning to three-thirty o'clock in the afternoon to receive City, County and State taxes then due and levied, and it shall be your duty to attend accordingly. All taxes or assessments paid within thirty (30) days after the first publication of said notice shall be payable without fees, percentages or interest thereon.

Of all taxes or assessments remaining unpaid after the expiration of said thirty (30) days and within (60) days and within ninety (90) days you will collect five (5) percent additional, and all remaining unpaid after the expiration of ninety (90) days from the publication shall bear and there shall be collected thereon in addition to said per cent interest rate of one percent per month up to a maximum of then (10) percent for all interest charges.

If any taxes shall remain unpaid after the expiration of said sixty (60) days after the first publication of this notice, you will serve or cause to be served upon the persons whom such taxes remain charges, a written notice requiring him or her to pay the same to you as such City Chamberlain within ten (10) days from the service of such notice. Such notice may be served upon any person personally or by leaving it at his or her residence in said City or by depositing it in the post office of said City properly enclosed in a postpaid wrapper directed to him or her at his or her residence or reputed place of business.

If any person shall neglect or refuse to pay any taxes charged against him or her within the said ten (10) days, you are hereby authorized to issue your warrant under your hand and seal of the City of Oneida, and address the same to any police officer in said City and command any such officer to levy upon any personal property in the City of Oneida, in the County of Madison, belonging to or in the possession of persons whose tax remains unpaid and cause the same to be sold at public auction for the payment of such tax and fees and expenses of collection, and for so doing this shall be your sufficient warrant.

And whereby certify that the annexed assessment roll certified to us by the Assessor of the City of Oneida is correct. Given under the seal of the City of Oneida and the hands of the Mayor and Common Council this thirty first day of December 2024.

Rick Rossi, Mayor

Kyle Lovell, City Manager

James Szczerba
Councilor Ward 1

Stephen Laureti
Councilor Ward 2

Andrea Hitchings
Councilor Ward 3

Rob Winchell
Councilor Ward 4

William Pagano
Councilor Ward 5

Thomas Simchik
Councilor Ward 6

2. AGREEMENT-2025-2029 HP HOOD HYDRANT AGREEMENT

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, to authorize the City Manager to sign the 2025-2029 HP Hood Hydrant Agreement.

Ayes:

Nays:

MOTION CARRIED/FAILED

2025-2029 HP HOOD Hydrant Agreement

THIS AGREEMENT, MADE THIS 11 **DAY OF** December, **2024**
by and between the **CITY OF ONEIDA**, 109 N. Main Street, Oneida New York, a municipal corporation duly formed under the laws of the State of New York, hereinafter referred to as the "CITY" and the **HP HOOD INC.**, a corporation, located in Oneida New York, duly incorporated under the laws of the State of New York, hereinafter referred to as the "OWNER",

WITNESSETH:

That the parties hereto in consideration of the covenants and agreements hereinafter contained, do hereby covenant and agree each with the other as follows:

- 1 The CITY will keep and maintain the private fire hydrants located within the OWNER's property, at 252 Genesee Street, Oneida, in a proper state of repair at all time as covered in this agreement.
- 2 Services to be provided by the CITY:
 - a. Annual inspection of hydrant.
 - b. Winterize hydrants.
 - c. Repair defects found during annual inspection.
 - d. Repair to hydrants after notification of defects by OWNER, except for repairs excluded below.
- 3 Services not provided as part of this agreement:
 - a. Removal of snow, grass or other debris surrounding hydrants. The OWNER represents it shall arrange to have its hydrants promptly and regularly cleared of snow at OWNER's expense.
 - b. Repairs required to hydrants as a result of vehicle impacts or snow removal operations.
 - c. Relocating or adjustments to hydrants.
- 4 The CITY shall bear the cost and expense of all routine, ordinary repairs to and maintenance of hydrants that the CITY deems necessary in order to provide for the safe and reliable use of the hydrants. At its option, the CITY may undertake repairs not provided for herein, upon providing the OWNER with a written estimate for the work and written acceptance thereof by the OWNER.
- 5 The CITY shall have the right to enter upon the premises of the OWNER with work crews and equipment to effect the purposes of this agreement and to excavate in the OWNER's property for the purpose of repairing the fire hydrant. The CITY shall return any areas disturbed by the CITY to substantially the same conditions as existed prior to said disturbance by the CITY.
- 6 The OWNER covenants and agrees to pay an annual hydrant charge to the CITY for the

2025-2029 HP HOOD Hydrant Agreement

maintenance and inspection of the hydrant on OWNER's property, to be determined as follows:

The hydrant tax raised in the CITY on an annual basis will be divided by the total number of hydrants in the CITY Water Supply System exclusive of hydrants maintained under contract, to arrive at a per unit hydrant cost. This per unit hydrant cost will be multiplied by the number of hydrants presently on the OWNER's property, to arrive at the annual Hydrant charge for the OWNER.

A bill for the hydrant charge will be issued by the CITY on or about January 1st of each year, with payment due in full not later than March 1st of the year the bill is presented to the OWNER. In the event that the OWNER fails to pay the bill in full by March 1st as required, then the CITY shall have the right to terminate this agreement immediately with no further obligations thereunder.

- 7 OWNER understands and agrees that the rules and regulations of the Water Department of the City of Oneida, including any changes therein that may hereafter be made, shall apply to the use of the hydrants on OWNER's property.
- 8 The CITY undertakes only to perform the services set forth herein. The OWNER retains the full responsibility for the operation of the private distribution system. The CITY makes no representations, warranties or guaranties of any kind regarding the design, installation, operation and maintenance of OWNER's private water system, or the quality and quantity of water that shall pass through said private water system to the hydrant. The OWNER assumes all responsibility for its private water system and for any failure to deliver water or sufficient water through OWNER's system to the hydrant; and OWNER expressly agrees that it shall indemnify and hold the CITY harmless from any claims or other matters related thereto. The OWNER shall provide and maintain insurance, to protect and indemnify the CITY from any and all liability or claims for injury or damage to third persons or property which may be alleged to have arisen from or to have been caused as a result of actions of the CITY, excepting the active negligence of the CITY. Liability and property damage insurance policies will have limits of not less than:

| | | |
|---------------------------|-----------------|----------------|
| Bodily Injury Liability | Each Person | \$1,000,000.00 |
| | Each Occurrence | \$2,000,000.00 |
| Property Damage Liability | Each Accident | \$1,000,000.00 |
| | Aggregate | \$2,000,000.00 |

All insurance shall be provided by an insurance company licensed to do business in New York State. The OWNER shall provide the CITY with certified copies of the policies required to be maintained by this agreement. The policies shall be endorsed to provide 15 days prior written notice of cancellation or changes to any policy to the CITY. The OWNER shall name the CITY as an additional insured by endorsement on an unrestricted primary and non-contributory basis on all lines of coverage.

- 9 The term of this agreement shall continue and remain in full force and effect for the period of five (5) years, from the 1st day of January 2025 through December 31, 2029

2025-2029 HP HOOD Hydrant Agreement

IN WITNESS WHEREOF, a majority of the Board of Water Commissioners of the City of Oneida has, pursuant to a resolution of said Board, duly executed this contract, and the City of Oneida has caused its corporate seal to be affixed hereto and these presents to be signed by its duly authorized officers, the day and year first above written.

THE CITY OF ONEIDA, NEW YORK

SEAL

BY _____
Kyle Lovell, City Manager

Water Commissioners
City of Oneida, New York

HP Hood Inc.

SEAL

BY Michael Corporon

Name: Michael Corporon

Title: VP OPERATIONS ESL

2025-2029 HP HOOD Hydrant Agreement

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the _____ day of _____, in the year 201__, before me, the undersigned, personally appeared **Kyle Lovell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **City Manager of the City of Oneida**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By _____
Notary Public
Appointed in Madison County
My Commission Expires ____/____/____

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON) Genesee

On the 11th day of December, in the year 20124, before me, the undersigned, personally appeared Michael Corran, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as YPOperations ESC, of **HP Hood Inc.** and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

Karen A. Banker
Notary Public, State of New York
No. 01BA4920312
Qualified in Genesee County
My Commission Expires 2/22/26

By Karen Banker
Notary Public
Appointed in Madison County Genesee
My Commission Expires 02/22/26

STATE OF NEW YORK)

) SS.:

COUNTY OF MADISON)

On the _____ day of _____, in the year 201__, before me, the undersigned, personally appeared **Kathy Erdo, Mary Parry, Dave Cimpi, Jim Chamberlain** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as **Member of the Water Commission**, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same.

By _____
Notary Public
Appointed in Madison County
My Commission Expires ____/____/____

3. BUDGET TRANSFERS/AMENDMENTS

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, to approve the budget transfers and amendments as outlined by the Comptroller, or a third party duly retained by the City of Oneida to perform such services.

| | | <u>To</u> | | | <u>From</u> |
|---|--------|-------------------------------|----|--------|--------------------|
| 2024 Budget Adjustments | | | | | |
| \$ | 750.00 | 001.1355.0101.0000 | \$ | 750.00 | 001.8020.0101.0000 |
| | | Assessor Salaries | | | Planning Salaries |
| To re-allocate funds to cover increase to Department Head salary approved August 2024 | | | | | |
| \$ | 700.00 | 001.7140.0102.0000 | \$ | 700.00 | 001.8020.0101.0000 |
| | | Parks & Rec Overtime | | | Planning Salaries |
| To re-allocate funds to cover overtime expenses through 2024 | | | | | |
| \$ | 520.00 | 001.3310.0406.0000 | \$ | 520.00 | 001.8020.0101.0000 |
| | | Traffic Safety Board Expenses | | | Planning Salaries |
| To re-allocate funds to cover approved sign expenses from the Traffic Safety Board | | | | | |

Ayes:

Nays:

MOTION CARRIED/FAILED

4. 2025 WATER RATES, WATER SERVICE CHARGES AND SEWER RATES

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

RESOLVED, to approve the 2025 Water Rates; and be it further

RESOLVED, that these rates will be effective for the February 2025 Monthly and Wholesale billings; and be it further

RESOLVED, that these rates will be effective for the first quarterly billing for 2025; and be it further

RESOLVED, that the 2025 City of Oneida Sewer Rates be hereby approved.

- Base Rate: \$10.69
- Rate per 100 Cubic Feet: \$7.56

Ayes:

Nays:

MOTION CARRIED/FAILED

CITY OF ONEIDA 2025 WATER RATES

Oneida, Oneida Castle & Wampsville, Marble Hill Residents

Retail Customers (Quarterly)

| | per 1000 gallons | per 100 Cuft. | |
|-----------------------------------|---------------------|------------------|----------------|
| Minimum Charge | \$22.00 | \$22.00 | minimum charge |
| 0 to 150,000 gals. (20,000 Cuft.) | \$6.160 | \$4.620 | |
| Over 150,000 gals. (20,000 Cuft.) | \$4.390 | \$3.293 | |

Includes 8%
surcharge of

Transmission Main Customers (Quarterly) 8% surcharge

| | | | | |
|-----------------------------------|---------|---------|---------|--------------|
| Minimum Charge | \$23.76 | \$23.76 | \$1.76 | |
| 0 to 150,000 gals. (20,000 Cuft.) | \$6.653 | \$4.990 | \$0.370 | per 100 cuft |
| Over 150,000 gals. (20,000 Cuft.) | \$4.741 | \$3.556 | \$0.263 | per 100 cuft |

Skenandoah-Highbridge Customers (Quarterly) (15% Hydrant Charge)

| | | | |
|-----------------------------------|---------|---------|----------------|
| Minimum Charge | \$25.30 | \$25.30 | minimum charge |
| 0 to 150,000 gals. (20,000 Cuft.) | \$7.084 | \$5.313 | |
| Over 150,000 gals. (20,000 Cuft.) | \$5.049 | \$3.786 | |

Retail Customers (Monthly)

| | | | |
|---------------------------------|---------|---------|----------------|
| Minimum Charge | \$7.33 | \$7.33 | minimum charge |
| 0 to 50,000 gals. (6,667 Cuft.) | \$6.160 | \$4.620 | |
| Over 50,000 gals. (6,667 Cuft.) | \$4.390 | \$3.293 | |

Wholesale Customers (Monthly) (Contract Rate)

| | Base | 8% Surcharge | Total |
|---|--------|--------------|--------|
| Durhamville (per 1000 gallons) | 3.4460 | 0.2757 | 3.7217 |
| Prospect Street (per 1000 gallons) | 3.4460 | 0.2757 | 3.7217 |
| Sherrill-Kenwood (per 1000 gallons) | 3.4160 | 0.2733 | 3.6893 |
| Village of Vernon (per 1000 gallons) | 3.4160 | 0.2733 | 3.6893 |
| Town of Verona RTE 365 (per 1000 gallons) | 3.4160 | 0.2733 | 3.6893 |
| Stockbridge (per 1000 gallons) | 3.4160 | 0.2733 | 3.6893 |

per 100 gallons

| | Base | Surcharge | Total ** |
|--|--------|-----------|----------|
| Marble Hill District 1-148,000 gallons | 0.3446 | 0.0276 | 0.3722 |

** Does not include S&K transportation Charge

Wholesale Customers (Monthly) Non-Contract

| | Base | Surcharge | Total |
|-------------------|----------|-----------|----------|
| Minimum Charge | \$7.33 | \$0.59 | \$7.92 |
| 0 to 50,000 gals. | \$6.1600 | \$0.4928 | \$6.6528 |
| Over 50,000 gals. | \$4.3900 | \$0.3512 | \$4.7412 |

Bold includes 8% surcharge

| | Minimum Charge | Per Cubic Foot |
|------------------|----------------|----------------|
| 2024 Sewer Rates | \$10.69 | \$7.56 |

5. AGREEMENT-BONADIO

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, to authorize the City Manager to sign an agreement, in a form approved by the City Attorney, with Bonadio & Co., LLP, 432 N. Franklin St., #60, Syracuse, NY 13204 for accounting consulting services to be rendered in connection with and the performance of duties of the City Comptroller for a period beginning January 1, 2025, and ending December 31, 2025.

Ayes:

Nays:

MOTION CARRIED/FAILED

Albany Office
6 Wembley Court
Albany, NY 12205
p (518) 464-4080
f (518) 464-4087

Buffalo Office
100 Corporate Parkway
Suite 200
Amherst, NY 14226
p (716) 250-6600
f (716) 250-6605

Dallas Office
7557 Rambler Road,
Suite 600
Dallas, TX 75231
p (214) 346-0750
f (214) 346-0784

East Aurora Office
100 Riley Street
East Aurora, NY 14052
p (716) 652-1042
f (716) 652-1292

New York City Office
1040 Avenue of the
Americas, 3rd Floor
New York, NY 10018
p (212) 600-2854

Rochester Office
171 Sully's Trail
Pittsford, NY 14534
p (585) 381-1000
f (585) 381-3131

Rutland, Vermont Office
135 North Main Street,
Suite 10
Rutland, VT 05701
p (802) 775-8970
f (802) 775-0863

Syracuse Office
432 North Franklin Street, #60
Syracuse, NY 13204
p (315) 476-4004
f (315) 254-2384

Utica Office
7936 Seneca Turnpike
Clinton, NY 13323
p (315) 797-7781
f (315) 797-0305

Virginia Beach Office
301 Bendix Road
Virginia Beach, VA 23452
p (757) 448-3988

www.bonadio.com

December 12, 2024

Kyle Lovell – City Manager
City of Oneida
109 North Main Street
Oneida, NY 13421

Re: City of Oneida

Dear Kyle,

This letter is to confirm and specify the terms of our engagement with the above referenced entities and to clarify the nature and extent of the services we will provide.

Entire Agreement

This engagement letter ("Agreement") constitutes the entire agreement between the entities listed above ("Client" or "you") to whom such engagement letter is addressed and any other legal entities referred to therein and Bonadio & Co., LLP, a New York limited liability partnership ("Bonadio & Co., LLP" "we" or "us"), regarding the services described in this Agreement.

Responsibilities of Bonadio & Co., LLP

The outsource accounting services we provide will cover the period beginning January 1, 2025 and ending December 31, 2025.

Our engagement is limited to performing the following services noted on the next page. If you would like to receive additional services that are not included, please notify us so that we can ensure that these services captured as part of this Agreement

Our engagement for services cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. Further, we have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement. However, we will inform you of any material errors and of any evidence of information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred.

Use of Specialists of Software

Because of the nature of these services, we may be required to share your confidential information with the Software provider(s). However, we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information.

Excepting only the provisions related to the Software, our engagement is limited to performing the following services noted on the next page. If you would like to receive additional services that are not included, please notify us so that we can ensure that these services captured as part of this Agreement.

| Monthly Accounting Service |
|---|
| Bill pay |
| Budget transfers |
| Assistance with purchasing and procuring |
| Assisting future Comptroller with onboarding and training as needed |
| Assistance with budgeting process |
| Additional tasks as needed |

This engagement does not cover the preparation of any tax returns or financial statements, which, if we are to provide, will be covered under a separate engagement letter.

Responsibilities of the Client

Your management is responsible for:

- designing, implementing, and maintaining internal controls, including those relevant to bookkeeping processes, monitoring ongoing activities;
- preventing and detecting fraud, including the design and implementation of programs and controls to prevent and detect fraud;
- identifying and ensuring that you comply with the laws and regulations applicable to your activities; and
- making all personnel, financial records and related information available to us on a timely basis and ensuring that the records and information are complete and accurate.

In circumstances where the Client is a business entity, the Client agrees to identify those individuals authorized to request services from Bonadio & Co., LLP under the terms of this Agreement. Individuals authorized to request services agree to identify the purpose of the services and identify for whom the services are to be performed (e.g., the corporation, an employee, a director) at the time the services are requested.

A fundamental term of this Agreement is that the client will provide us with all information relevant to the services to be performed and to provide us with any reasonable assistance as may be required to properly perform the engagement. The client agrees to bring to our attention any matters that may reasonably be expected to require further consideration to determine the proper treatment of any relevant item. The Client also agrees to bring to our attention any changes in the information as originally presented as soon as such information becomes available. Client consents to the use, by Bonadio & Co., LLP staff visiting or working from the Client site, of the client's resources, including, but not limited to network, Internet and extranet access, for the purpose of accessing similar Bonadio & Co., LLP resources. Client acknowledges that it retains all management responsibilities related to judgments and decisions regarding the Client's financial, tax or business matters.

Electronic Communications

In performing services under this Agreement, Bonadio & Co., LLP and/or Client may wish to communicate electronically either via facsimile, electronic mail or similar methods (collectively, "E-mail"). However, the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. Unless you notify us otherwise, we shall regard your acceptance of this Agreement as including your consent to use E-mail. All risks related to your business and connected with the use of E-mail are borne by you and are not our responsibility. We shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Both parties will carry out procedures to protect the integrity of data. In particular, it is the recipient's responsibility to carry out a virus check on any attachments before launching or otherwise using any documents, whether received by E-mail or on disk or otherwise.

Computer Consulting Limitations

We have a basic understanding of computer hardware, but our area of expertise is in accounting software and related integrated applications. We do not have the skill set to work on your network, computer hardware, Windows configuration, mapping of drivers or any other computer related issues. We advise that you maintain an ongoing relationship with a qualified IT professional and/or company to ensure that you have assistance available when technology needs arise. This includes your obligation to ensure that you have access to the internet in order to work with the software solutions and other "cloud-based" applications that we will use as a core part of the services we provide to you.

Recordkeeping

It is our policy to keep records for seven years. However, we do not keep any of your original records, so we will return those to you upon the completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

Your Investment

Your investment in the outsourced accounting services you will receive from us will be structured as follows:

- Consulting services (15-30 hours per week)- \$135/hour

All invoices are due and payable upon presentation. Amounts not paid within 45 days from the invoice date will be subject to a late payment charge of 1.5% per month.

As part of our commitment to delivering exceptional services, we may provide access to certain technology solutions to you at a discounted rate based on the level of accounting services provided under the scope of this engagement. These discounts are extended as a goodwill gesture to enhance the value proposition of our services and are contingent upon the agreed-upon scope of work. Any change in the scope of services outlined in this engagement may impact the applicability of the discounted technology costs.

Any changes to your current software subscriptions may result in a price increase. Additionally any annual price increases from our third-party software vendors may also result in a price increase.

Should we identify significant changes to the scope of engagement we will discuss it with you and arrive at a new fee estimate before we incur the additional costs or perform additional services.

Limitation of Liability

In no event, unless it has been finally determined that Bonadio & Co., LLP was grossly negligent or acted willfully or fraudulently, shall Bonadio & Co., LLP be liable to the client or any of its officers, directors, employees or shareholders or to any other third party, whether a claim be in tort, contract or otherwise for any amount in excess of the total professional fee paid by you to us under this agreement for the particular service to which such claim relates. In no event shall Bonadio & Co., LLP be liable for any special, consequential, indirect, exemplary, punitive, lost profits or similar damages, even if we have been apprised of the possibility thereof.

Indemnification

Client agrees to indemnify and hold harmless Bonadio & Co., LLP and its personnel from any and all Third-Party claims, liabilities, costs, and expenses, including reasonable attorney fees, arising from or relating to the services under this Agreement, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of Bonadio & Co., LLP relating to such services.

Other Provisions

Neither party shall be liable to the other for any delay or failure to perform any of the services nor obligations set forth in this Agreement due to causes beyond its reasonable control. All terms and conditions of this Agreement that are intended by their nature to survive termination of this Agreement shall survive termination and remain in full force, including but not limited to the terms and conditions concerning payments, warranties, limitations of liability, indemnities, and resolution of differences. If any provision of this Agreement, including the Limitation of Liability clause, is determined to be invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

Other Provisions – continued

We value every one of our clients as well as every one of our employees. We have spent a great deal of time and resources to locate, train and retrain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within three months of when they last worked for Bonadio & Co LLP, we will be due a finder's fee equal to 100% of the annual salary they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

We may from time to time, and depending on the circumstances, use certain third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers

Dispute Resolution

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Monroe, New York and any ensuing litigation shall be conducted within said county, according to New York law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

In the unlikely event that differences concerning this Agreement or our services provided hereunder should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, Bonadio & Co., LLP and the Client agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Termination for Convenience

Either party shall have the right to terminate this Agreement for any reason or no reason, in such party's sole discretion by giving the other party at least sixty days advance written notice (for which an email shall be deemed sufficient). In the event that you choose to exercise your right to terminate this Agreement in accordance with the terms thereof, you expressly understand and agree that you will be responsible for all fees and expenses incurred by Bonadio prior to the effective date of termination contained in such notice. Upon payment of any final invoice, neither party shall have any continuing liability nor obligation to the other arising hereunder excepting provisions, if any, which expressly survive termination.

Confidential Information

All information shall be provided to Bonadio by City of Oneida. Any information that has been provided orally or in writing by City of Oneida on behalf of City of Oneida or any of City of Oneida employees or clients to Bonadio pursuant to this engagement or through any other type of contact, including information generated as a result of Bonadio's services thereunder ("Confidential Information"), shall be treated by Bonadio as being subject to attorney-client privileges and as proprietary information belonging to City of Oneida, and shall be held in strict confidence by Bonadio both during and after the term of this engagement and thereafter. All financial data pertaining to City of Oneida, City of Oneida clients or Bonadio's services hereunder, and all data, information, and records of or pertaining to City of Oneida, City of Oneida employees, and City of Oneida clients, shall be deemed to be Confidential Information.

Confidential Information – continued

With respect to all Confidential Information, Bonadio shall: (1) not provide or make available the Confidential Information in any form to any person other than Bonadio's or City of Oneida employees, contractors, agents, and other personnel who have a need to know consistent with the authorized use of such Confidential Information; (2) not reproduce the Confidential Information except for use reasonably necessary to the performance of this agreement; (3) not exploit or use the Confidential Information except as permitted by this agreement; and (4) return or destroy all Confidential Information that is written or in graphic form, and any copies thereof, upon your request or upon the termination of this agreement, however we may keep archival copies of such Confidential Information if reasonably needed to comply with our professional standards, subject to the remaining terms of this paragraph.

In the event that a subpoena or other legal process in any way concerning the Confidential Information is served on Bonadio, we shall notify you immediately upon receipt thereof and shall reasonably cooperate with you and your legal counsel prior to the production of such Confidential Information as required by such subpoena or legal process. Any legal process to assert that any and all such information is exempt from disclosure as subject to attorney-client privilege would be the responsibility of your legal counsel.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We will issue a separate engagement letter covering the additional services.

If this letter correctly describes your understanding of our engagements, please sign below and return one copy to our office. We will require a signed copy of this engagement letter back from you before we begin our work. If you disagree with any of these terms, please notify us immediately.

We want to express our appreciation for this opportunity to work with you.

Very truly yours,
BONADIO & CO., LLP



By:
Brett Schrader, CPA

Agreed and accepted by:
Kyle Lovell – City Manager
City of Oneida

Signature

Date

6. MEMORANDUM OF UNDERSTANDING-NADINE C. BELL

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, to authorize the City Manager to sign a Memorandum of Understanding with Nadine C. Bell for service and compensation as City Attorney.

Ayes:

Nays:

MOTION CARRIED/FAILED

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF ONEIDA AND NADINE C. BELL

In his capacity as City Manager of the City of Oneida, Kyle Lovell shall appoint the City Attorney. The City Manager has determined that he desires to appoint Nadine C. Bell to serve as City Attorney effective January 1, 2025.

Nadine C. Bell, Attorney at Law, is duly qualified to serve as City Attorney in accordance with the requirements of Section 8.1 of the City Charter of the City of Oneida ("City Charter"); and she is willing to serve in the capacity of City Attorney upon the terms and conditions summarized in this Memorandum of Understanding ("MOU").

Accordingly, the parties agree to the following:

- I. **Purpose.** The objective of this MOU is to establish an agreement between the City and Nadine C. Bell regarding the appointment, service, and compensation of Nadine C. Bell as the Attorney for the City ("City Attorney").
- II. **Authority.** Subject to all the applicable terms and provisions of the City Charter, and particularly pursuant to Section 8.1 of the City Charter, the City Attorney is appointed by and serves at the pleasure of the City Manager.
- III. **Responsibilities and Obligations.** The City Attorney shall be the official legal advisor of all offices, departments, boards, bureaus, commissions, and agencies of the City. She shall appear for and represent the City in all actions, suits or proceedings, administrative hearings and proceedings unless otherwise provided by the Common Council. The Common Council of the City, upon request of the City Attorney, or upon its own motion, may retain the City Attorney and/or special counsel for legal services beyond the scope of the City Attorney's employment as defined in Section IV.A, and may authorize the City Attorney to retain experts to assist the City Attorney or to represent the City in any action, proceeding or other matter that it deems advisable.
- IV. **Scope of Employment Services, Salary and Expenses.**
 - A. Scope of Employment Services. In consideration of the salary described in Section IV.B, the City Attorney shall provide legal services as directed by the City Manager and as requested by the Mayor, City Departments, and City Planning Commission/ Zoning Board of Appeals, including attendance at regularly scheduled or special meetings of the Common Council. Planning Commission/ Zoning Board of Appeals shall be as needed, and also including, as needed, uncontested proceedings for prosecutions of violations of City Ordinances, including but not limited to, the State Uniform Fire and Building Codes, cases in City Court, legal representation for the Community Development Department, Downtown Improvement Committee, Revolving Loan Committee, and other similar bodies of the City. She shall also prepare all local laws, ordinances, resolutions, and contracts for the City unless otherwise provided.
 - B. Compensation. The position of City Attorney is part-time. The City Attorney will provide an average of twenty hours of legal services per week, in performance of tasks described in Section IV.A. In consideration of said services, the City Attorney

will receive an annual sum of \$58,400.00 (City Budget Line 001.1420.0400). Said Contract Agreement Reimbursement shall be payable in twelve equal monthly payments of \$4,866.67 and each such payment shall be disbursed to the City Attorney upon submission of a voucher, on or before the 15th day of each month, except that the payment due for January shall be disbursed on or before the 20th day of that month.

C. Expenses. The City Attorney shall receive expense payments as follows:

1. Reimbursement in the annual sum of \$15,600.00 for calendar year 2025 ("Contract Agreement" City Budget Line 001.1420.0403) for legal secretarial services attributable to the City's legal work and other general law office overhead associated with maintaining an office for the practice of law from which she provides a portion of her services as City Attorney. Said Contract Agreement Reimbursement shall be payable in twelve equal monthly payments of \$1,300.00, and each such payment shall be disbursed to the City Attorney upon submission of a voucher, on or before the 15th day of each month, except that the payment due for January shall be disbursed on or before the 20th day of that month.
2. Reimbursement for other expense, such as updates to municipal law books and codes, and other reasonable and necessary expenses incurred by the City Attorney in her representation of the City of Oneida, including but not limited to, stenographer expenses, photocopying, postage, mileage, service of process, reimbursements for recording costs, continuing professional education in municipal law, membership in municipal attorney associations, etc., shall be paid on a voucher basis from City Budget line 001.1420.0419 (\$1,000.00 for calendar year 2025).

V. **Litigation and Labor**

- A. Litigation. In addition to the Compensation for Employment Services described in Section IV.A and B, the City Attorney shall be separately compensated for anticipated litigation matters which she handles on behalf of the City, including but not limited to legal services involved in defending the City with respect to Notices of Claim, complaints, petitions, and other proceedings served or filed in Court of administrative proceedings (e.g. Department of Environmental Conservation proceedings), tax assessment review cases filed in Supreme Court, real estate and land use court cases, State Environmental Quality Review Act (SEQRA) procedures which are part of the municipal approval process, all legal services provided in an attempt to settle threatened or actual litigation, and in providing assistance to any outside counsel in the prosecution/defense in any of the above, including consulting regarding strategy and information helpful to the case, and other proceedings and cases (cumulatively "Litigation"). For the purposes of this MOU, Litigation services shall be deemed to commence upon the provision of legal services provided in attempting to settle threatened Litigation, or upon the intervention of the City Attorney or outside counsel on behalf of the City, its offices, departments, boards, bureaus, commissions and agencies, and shall also include, but not be limited to, the preparation of pleadings, correspondence,

disclosure/discovery proceedings, motions, settlement conferences, pretrial or pre-hearing conferences, or contested trials or hearing to enforce City codes.

- B. **Litigation Compensation.** The City Attorney shall be compensated for Litigation services at the rate of \$175.00 per hour, and shall be paid from City Budget Line 001.1420.0410 (\$30,000.00 for calendar year 2025), and if necessary, from budget transfers from City Budget line 001.1420.0419, or transfers from contingency funds, as approved by the City's Common Council.
- C. **Labor.** In addition to the Compensation for Employment Services described in Section IV.A and B and Litigation in Section V.A and B, the City Attorney shall be separately compensated for anticipated labor matters which she handles on behalf of the City, including but not limited to legal services involved in defending the City with respect to Civil Service Law Section 75 proceedings or contract proceedings, labor negotiations and collective bargaining matters, grievances, all legal services provided in an attempt to settle threatened or actual labor disputes, and in providing assistance to any outside counsel in the prosecution/defense in any of the above, including consulting regarding strategy and information helpful to the case, and other proceedings and cases (cumulatively "Labor"). For the purposes of this MOU, Labor services shall be deemed to commence upon the provision of legal services provided in attempting to settle Labor disputes and grievances, or upon the intervention of the City Attorney or outside counsel on behalf of the City, its offices, departments, boards, bureaus, commissions and agencies, and shall also include, but not be limited to, the preparation of pleadings, correspondence, disclosure/discovery proceedings, motions, settlement conferences, pretrial or pre-hearing conferences, negotiations or hearings. Such Labor services shall be paid from City Budget line 001.1420.0411 (\$30,000.00 for calendar year 2025).
- D. Labor compensation paid to the City Attorney, as described in Section V.C, shall be payable in monthly payments, and each such payment shall be disbursed to the City Attorney upon submission of a voucher, on or before the 15th day of each month, except that the payment due for January shall be disbursed on or before the 20th day of that month.

VI. Miscellaneous Legal Services. In the event that the City Attorney represents the City of Oneida, or offices, departments, boards, bureaus, commissions and agencies of the City, in any type of real estate closings, loan or grant closings, or similar transactions with third parties, the purchaser, borrower or other party to the transaction with the City shall pay, as part of said party's transaction costs, the reasonable and necessary legal fees and expenses as invoiced by the City Attorney, by reimbursing same to the City. The City shall remit payment of said legal fees and expenses, on a voucher basis, to the City Attorney. Said payments shall not be treated as Salary for purposes of retirement plan contributions, Worker's Compensation premiums, Social Security, FICA, or any similar mandatory benefits or expenses; and the City shall not withhold any State and Federal income taxes thereon.

VII. Documentation of Litigation, Miscellaneous Legal Services and Expenses. In connection with any vouchers submitted by the City Attorney for payment of compensation for Litigation, Additional Litigation and Miscellaneous Legal Services, the City Attorney

will provide reasonable documentation of the time expended for such services by means of a recognized time recording system. In connection with any vouchers submitted for any reasonable necessary expenses that are to be paid or reimbursed by the City, the City Attorney will provide reasonable documentation of such expense.

VIII. Miscellaneous. This Memorandum of Understanding is intended to supplement, not supersede, the provisions of New York State statutes, Court Rules, common law, and ethical rules and opinions promulgated by New York State Courts or the New York State Bar Association applicable to the relationship between client and attorney, and their respective rights and responsibilities.

IX. Endorsements. We have read the foregoing, and by signing this MOU, agree to the terms outlined above.

DATED: January 1, 2025

Kyle Lovell, City Manager, City of Oneida

Nadine C. Bell, Esq.

7. 2025 GENERAL FUND BUDGET, FUND BALANCE OVERRIDE

RESOLUTION 24-

Moved by Councilor
Seconded by Councilor

WHEREAS, the Common Council considered Local Law 2024, titled "A Local Law Overriding the Tax Levy Limit Established in General Municipal Law §3-c in the City of Oneida," by Resolution 24-268; and

WHEREAS, to override the tax levy limit pursuant to General Municipal Law § 3-c, 60% approval of the governing legislative body is required; and

WHEREAS, the City of Oneida Common Council voted four (4) in favor and three (3) opposed for Resolution 24-268, resulting in passage by 57.143%; thus, Local Law 2024 Overriding the Tax Levy Limit, having not acquired the requisite 60% approval, failed; and

WHEREAS, because the Common Council did not enact Local Law 2024 Overriding the Tax Levy Limit, the tax levy of 7.5% to be imposed to effectuate the 2025 City of Oneida Budget, as passed by Resolution 24-285, is prohibited and the tax levy limit is restricted to New York State statutory limitations; and

WHEREAS, by resolution dated November 17, 2015, the Common Council did approve a recommendation to maintain a minimum level of fund balance of 20% of the General Fund's budget; and

WHEREAS, because Local Law 2024 Overriding the Tax Levy Limit failed, the level of fund balance will need to be reduced to 15% of the General Fund's budget to honor the 2025 City of Oneida Budget, as adopted.

NOW, THEREFORE, be it

RESOLVED, that the City of Oneida Common Council does hereby override its prior resolution passed on November 17, 2015, on a single occasion to set a minimum level of fund balance for the 2025 calendar year at 15% of the 2025 General Fund's budget, it being the desire of the Council that the level of fund balance in 2026 and thereafter be maintained at 20% of the General Fund's budget.

Ayes:

Nays:

MOTION CARRIED/FAILED

8. AMUSEMENT DEVICE LICENSE APPLICATION-STANTON AUTOMATICS

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, to approve the 2025 Amusement Device License Application from Stanton Automatics, 2150 Ellis Drive, Auburn, NY 13021 for machines located at the Blind Squirrel, Denny's, Frogs, Kanon Valley Country Club and Movie Plex.

Ayes:

Nays:

MOTION CARRIED/FAILED

OFFICE OF THE CITY CLERK

LICENSE APPLICATION

TYPE: AMUSEMENT DEVICE LICENSE

YEAR: 2025

FEES: 1-5 MACHINES \$200 6 OR MORE \$300

DUE: January 1, 2025

Late fee assessed after January 31 \$50

Late fee assessed after February 28 \$100



BUSINESS NAME:

Stanton Automatics

OWNER/APPLICANT:

Matthew Hikmire

ADDRESS:

2150 Ellis Dr. Auburn NY 13021

PHONE NUMBER:

315 253 5573

The above referenced business does hereby apply for a license in the City of Oneida for the purpose of owning and operating amusement device machines.

LOCATION

Blind Squirrel
Denny's #7175
Frogs
Kanon Valley CC
Movie Plex

TYPE OF MACHINE

Dart, Video
Cranes
Darts, Pool Table
dart
Cranes, Videos

NUMBER OF MACHINES

3
1
3
1
6

APPLICANT SIGNATURE:

A handwritten signature in black ink, appearing to be "Matthew Hikmire", written over a horizontal line.

DATE:

12/9/24

FOR OFFICE USE ONLY

APPROVED BY THE COMMON COUNCIL

CITY MANAGER

POLICE CHIEF

LICENSE #:

EXPIRES:

December 31, 2025

ONEIDA CITY CLERK

City Clerk-City of Oneida

109 N. Main St. Oneida, NY 13421

315-363-7378

OFFICE OF THE CITY CLERK
LICENSE APPLICATION

TYPE: AMUSEMENT DEVICE LICENSE

YEAR: 2025

FEES: 1-5 MACHINES \$200 6 OR MORE \$300

DUE: January 1, 2025

Late fee assessed after January 31 \$50

Late fee assessed after February 28 \$100

BUSINESS NAME:

Slanton Automatics

OWNER/APPLICANT:

Matthew Helimire

ADDRESS:

2150 Ellis Drive Auburn NY 13021

PHONE NUMBER:

315 253 5513

The above referenced business does hereby apply for a license in the City of Oneida for the purpose of owning and operating amusement device machines.

LOCATION

Pepis
Pop A top
Price Chopper

TYPE OF MACHINE

Games
darts, pool
Cranes

NUMBER OF MACHINES

20
4
2

APPLICANT SIGNATURE:



DATE:

12/9/24

FOR OFFICE USE ONLY

APPROVED BY THE COMMON COUNCIL

CITY MANAGER

POLICE CHIEF

LICENSE #:

EXPIRES:

December 31, 2025

ONEIDA CITY CLERK

City Clerk-City of Oneida

109 N. Main St. Oneida, NY 13421

315-363-7378

9. APPROVE USE OF ARPA FUNDS-CITY WEBSITE

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, to authorize the use of ARPA Funds to cover any balance due to Civic Plus, 302 South 4th Street, Suite 500, Manhattan, KS 66502 for the implementation of an upgrade to the City Website and the included annual recurring services fee in accordance with the approval of Resolution 24-226 on October 1, 2024.

Ayes:

Nays:

MOTION CARRIED/FAILED

AGREEMENT-CIVIC PLUS (CITY WEBSITE)

RESOLUTION 24-226

Moved by Councilor Hitchings
Seconded by Councilor Simchik

RESOLVED, to authorize the Acting City Manager to sign an agreement with Civic Plus, 302 South 4th Street, Suite 500, Manhattan, KS 66502 for the implementation of an upgrade to the City Website and the annual recurring services fee included.

Ayes: 5

Nays: 0

Absent:(2) Rossi/Winchell

MOTION CARRIED

I, Sandra LaPera, Clerk of the City of Oneida and ex-officio Clerk of the Common Council, do hereby certify that the above is a true and accurate copy of a Resolution approved at a regular meeting of the Common Council held on 10-1-2024.


Sandra LaPera, City Clerk

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-84850-1
9/23/2024 12:22 PM
10/15/2024

Client:
City of Oneida, NY

Bill To:
ONEIDA CITY, NEW YORK

| SALESPERSON | Phone | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|------------------|--------------|--------------------------------|-----------------|----------------|
| Victoria Amerson | 785-340-3557 | victoria.amerson@civicplus.com | | Net 90 |

Discount(s)

| QTY | PRODUCT NAME | DESCRIPTION |
|------|--|----------------------------|
| 1.00 | CivicEngage Year 1 Annual Fee Discount | Year 1 Annual Fee Discount |
| 1.00 | CivicEngage Year 1 Annual Fee Discount | Year 1 Annual Fee Discount |
| 1.00 | CivicEngage Year 1 Annual Fee Discount | Year 1 Annual Fee Discount |
| 1.00 | CivicEngage Year 1 Annual Fee Discount | Year 1 Annual Fee Discount |
| 1.00 | CivicEngage Year 1 Annual Fee Discount | Year 1 Annual Fee Discount |
| 1.00 | CivicEngage Year 1 Annual Fee Discount | Year 1 Annual Fee Discount |

One-time(s)

| QTY | PRODUCT NAME | DESCRIPTION |
|--------|--|--|
| 1.00 | Premium Implementation - CivicEngage | Premium Implementation |
| 100.00 | Content Development - 1 Page - CivicEngage | Content Development - 1 Page - CivicEngage |
| 6.00 | New Customer System Training (3h, virtual) - Web Central | CivicEngage System Training - Virtual, Up to 3 Hours, up to 12 Attendees |

| QTY | PRODUCT NAME | DESCRIPTION |
|------|--|---|
| 1.00 | Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage | Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year) |

Recurring Service(s)

| QTY | PRODUCT NAME | DESCRIPTION |
|------|---|--|
| 1.00 | Annual - CivicEngage Central | Annual - CivicEngage Central |
| 1.00 | Hosting & Security Annual Fee - CivicEngage Central | Hosting & Security Annual Fee - CivicEngage Central |
| 1.00 | Guardian Security (Cloudflare WAF/CDN) | Cloudflare Tier 1 WAF/CDN security protection |
| 1.00 | SSL Management – CP Provided Only | SSL Management – CP Provided Only 1 per domain (Annually Renews) |
| 1.00 | DNS Hosting for .GOV – Annual Fee | DNS Hosting for .GOV – Annual Fee |
| 1.00 | 60 Month Redesign Premium Annual - CivicEngage Central | 60 Month Redesign Premium Annual - CivicEngage Central |

| | |
|---|---------------|
| List Price --Initial Term Total | USD 31,872.50 |
| Total Investment - Initial Term | USD 18,015.00 |
| Annual Recurring Services (Subject to Uplift) | USD 6,477.50 |

| | |
|-------------------------------|--|
| Initial Term | 10/1/2024 - 12/31/2025, Renewal Term 1/1 each calendar year |
| Initial Term Invoice Schedule | 100% Invoiced upon Signature Date |

| | |
|-------------------|--|
| Renewal Procedure | Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date |
| Annual Uplift | 5% to be applied in year 2 |

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By (please sign):



Printed Name:

Rick Rossi

Title:

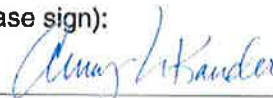
Mayor

Date:

October 2, 2024

CivicPlus

By (please sign):



Printed Name:

Amy Vikander

Title:

Senior VP of Customer Success

Date:

10-02-2024

Organization Legal Name:

City of Oneida

Billing Contact:

Rick Rossi

Title:

Mayor

Billing Phone Number:

315-363-4800, Ext 122

Billing Email:

rossi@oneidacity.ny.gov

Billing Address:

109 N. MAIN ST.

Oneida, NY 13421

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

10. APPROVED USE OF ARPA FUNDS-BONADIO CONTRACT

RESOLUTION 24-

Moved by Councilor

Seconded by Councilor

RESOLVED, to authorize the use of any remaining ARPA Funds to be applied to the contract with Bonadio & Co., LLP, 432 N. Franklin St., #60, Syracuse, NY 13204 for accounting consulting services to be rendered in connection with and the performance of duties of the City Comptroller for a period beginning January 1, 2025, and ending December 31, 2025.

Ayes:

Nays:

MOTION CARRIED/FAILED

Motion to adjourn by Councilor
Seconded by Councilor

Ayes:

Nays:

MOTION CARRIED/FAILED

The special meeting is hereby adjourned at _____ a.m.

CITY OF ONEIDA

Sandra LaPera, City Clerk