

**CITY OF WATERTOWN, NEW YORK**  
**AGENDA**  
**Monday, October 21, 2019**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, October 21, 2019, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Accepting Bid for Academy Street Playground and Sidewalk Installation Project
- Resolution No. 2 - Approving the Community Development Block Grant (CDBG) Sub-recipient Agreement with Neighbors of Watertown, Inc. for the 2019 Homebuyer Program
- Resolution No. 3 - Approving the Professional Services Agreement with MKSK Studios, Inc. for The City of Watertown's Revitalization And Redevelopment Plan for Sewall's Island And Factory Square Park
- Resolution No. 4 - Approving the Agreement Between The City of Watertown and Loomacres Wildlife Management to Establish and Administer A Winter Crow Roost Dispersal Program
- Resolution No. 5 - Approving Amendment No. 1 to the Agreement for Professional Services with Elan Planning Related to Preparing a Comprehensive Plan for the City of Watertown
- Resolution No. 6 - Accepting Change Order No. 1 for the Sidewalk Improvement Project District #13

**ORDINANCES**

**LOCAL LAW**

**PUBLIC HEARING**

**OLD BUSINESS**

**STAFF REPORTS**

**NEW BUSINESS**

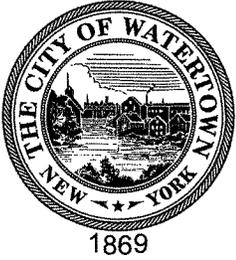
**EXECUTIVE SESSION**

To discuss proposed, pending or current litigation.

**WORK SESSION**

**ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,  
NOVEMBER 4, 2019.**



# CITY OF WATERTOWN, NEW YORK

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

Dale Morrow  
Purchasing Manager

Res No. 1

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## MEMORANDUM

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**TO:** Richard M. Finn, City Manager  
**FROM:** Dale Morrow, Purchasing Manager  
**SUBJECT:** Bid 2019-27 – Academy St. Playground and Sidewalk Installation Project  
**DATE:** 10/11/19

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The City's Purchasing Department advertised in the Watertown Daily Times on September 24, 2019, calling for sealed bids for Academy St. Playground and Sidewalk Installation Project, Watertown, NY, as per City specifications.

The Academy St. Playground and Sidewalk Installation Project is part of the 2018-2019 Capital Budget in the amount of \$95,000. Equipment has already been purchased in the amount of \$38,000 and an audit needs to be conducted at the end of the project leaving roughly \$56,000 budgeted for the playground and sidewalk installation project.

The Purchasing Department issued Invitations to Bid to Bid Net. The City received two (2) sealed bid submittals. The Purchasing Department publically opened and read the sealed bids on October 11, 2019, at 11:00 am local time. The bid tabulation for the bid is shown below.

Description	Valley View	B&T Construction
	Hamburg, NY	Watertown, NY
Total Bid Price	\$67,500.00	\$47,500.00

The Planning Department and the Purchasing Department reviewed the responses to ensure that they complied with the specifications.

Staff recommends that City Council award the bid for the Academy St. Playground and Sidewalk Installation Project to B&T Construction, Watertown, NY in the amount of \$47,500 as the lowest responsive responsible bidder. If there are any questions concerning this recommendation, please contact me at your convenience.

**ACTION:** City Manager recommends approval.

  
[www.watertown-ny.gov](http://www.watertown-ny.gov)

# RESOLUTION

Page 1 of 1

Accepting Bid for Academy Street  
Playground and Sidewalk Installation  
Project

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa L.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

### *Introduced by*

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WHEREAS the City Purchasing Department has advertised and received sealed bids for Academy Street Playground and Sidewalk Installation Project, per City specifications, and

WHEREAS bid invitations were issued to BidNet with a total of two (2) sealed bids submitted to the Purchasing Department, and

WHEREAS on Friday, October 11, 2019, at 11:00 a.m., the bids received were publically opened and read, and

WHEREAS City Purchasing Manager Dale Morrow reviewed the bids received with Planner Mike DeMarco, and it is their recommendation that the City Council accept the bid submitted by B&T Construction and Masonry,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of B&T Construction and Masonry in the amount of \$47,500 for Academy Street Playground and Sidewalk Installation as the lowest qualified bidder meeting our specifications, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to B&T Construction and Masonry.

### *Seconded by*

October 15, 2019

To: Richard M. Finn, City Manager  
From: Jennifer L. Voss, Senior Planner  
Subject: Approving the Community Development Block Grant (CDBG) Sub-Recipient Agreement with Neighbors of Watertown, Inc. for the 2019 Homebuyer Program

The Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2019 that was adopted by the City Council on May 20, 2019, included \$88,077 for a homebuyer program. The program will assist income eligible homebuyers in paying for the purchase and rehabilitation of at least three (3) homes in the City of Watertown. Financial assistance will be available to help low and moderate income individuals pay for closing costs, as well as minor home improvements in 1-4 unit homes.

A sub-recipient agreement between the City of Watertown and Neighbors of Watertown, Inc. for the 2019 Homebuyer Program has been drafted and is attached for Council's review. Neighbors of Watertown, Inc. will administer the project, complying with CDBG regulations and ensuring the units are occupied by low and moderate income persons. Neighbors of Watertown will be paid \$2,250 per unit for program delivery costs, and the remainder of the budget will be used to assist first time homebuyers with the purchase and minor rehabilitation of a home.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

Action: City Manager recommends approval.

A handwritten signature in black ink, appearing to read "R. Finn", is written over the "Action:" line.

# RESOLUTION

Page 1 of 1

Approving the Community Development Block Grant (CDBG) Sub-recipient Agreement with Neighbors of Watertown, Inc. for the 2019 Homebuyer Program

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Mayor BUTLER, Jr., Joseph M.
- Total .....

YEA	NAY

***Introduced by***

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WHEREAS the City of Watertown’s Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2019 includes funding for the purchase and rehabilitation of at least three (3) housing units to income eligible homebuyers within the City of Watertown, and

WHEREAS the Annual Action Plan identifies the Homebuyer Program to be \$88,077 in funding for the purchase, rehabilitation, administration and program delivery, and

WHEREAS Neighbors of Watertown, Inc. will serve as the Sub-Recipient of the funds for program administration, and

WHEREAS a Sub-Recipient Agreement between the City of Watertown and Neighbors of Watertown, Inc. for the CDBG funds has been prepared,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Sub-Recipient Agreement with the Neighbors of Watertown, Inc. for the 2019 Homebuyer Program, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Richard M. Finn, is hereby authorized and directed to sign the Sub-Recipient Agreement and all contracts associated with implementing the award to Neighbors of Watertown, Inc. for the 2019 Homebuyer Program.

***Seconded by:***

**SUB-RECIPIENT AGREEMENT  
BETWEEN  
CITY OF WATERTOWN, NY  
AND  
NEIGHBORS OF WATERTOWN, INC.  
FOR  
2019 HOMEBUYER PROGRAM**

THIS AGREEMENT, entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Watertown (herein called the “Grantee”) and Neighbors of Watertown, Inc. (herein called the “Sub-recipient”).

WHEREAS, the Grantee has received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; otherwise known as the Community Development Block Grant Program, and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICES**

A. Activities

The Sub-recipient is responsible for delivering the Grantee’s 2019 Community Development Block Grant Homebuyer Program. The Sub-recipient shall administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

B. Principal Tasks

The major goal of the Sub-recipient’s efforts under this Agreement will be the closing of at least three (3) income eligible homebuyer housing units. Toward that goal, the major tasks that the Sub-recipient will perform include, but are not necessarily limited to, the following:

1. **Homebuyer program guidelines, administrative procedures, plans and forms:** Subject to the review and approval by the Grantee, the Sub-recipient will establish, homebuyer program guidelines, (including but not limited to applicant eligibility requirements, priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies), as well as the administrative procedures (including but not limited to the verification of eligibility, inspection, work write-up and contractor selection,

construction administration and payments) and any other necessary forms, documents or sample contracts.

2. **Outreach:** The Sub-recipient will conduct sufficient advertisement of the homebuyer program and other forms of outreach to ensure that eligible applicants are made aware of the program and how to participate in order to meet the housing goal stated in this agreement.
3. **Intake/assessment of eligibility:** The Sub-recipient will assist potential property owners in the completion of applications to permit eligibility determinations for homebuyer assistance. The Sub-recipient will make provision for translation services to meet the needs of non-English-speaking applicants. In the event of applicants who have impaired mobility or other disabilities, the Sub-recipient will make provisions for completing the application at the applicant's residence or other acceptable procedures for ensuring equal access to services. Initial eligibility determination of households/structures will be made by the Sub-recipient on the basis of satisfaction of income, when all the required eligibility documentation is provided. Homebuyers will be assisted on a first come, first ready basis.
4. **Environmental Review:** The Grantee will retain all environmental review responsibilities subject to 24 CFR Part 52, as stated explicitly in Section VII, and will bear all accountability for environmental compliance under HUD monitoring. Grantee staff will complete all HUD environmental review forms and procedures. For tiered reviews, this will include both the broad-level environmental review and all site-specific reviews that follow.

In the course of completing environmental reviews, the Grantee may require site specific information from the Sub-recipient. Such information may include, but is not limited to, proof of compliance with any statute, executive order or regulation where compliance was not achieved at the broad level of review. The Grantee may request any information necessary for the completion of an environmental review at any time, and the Sub-recipient is responsible for providing accurate and complete documentation. The Sub-recipient shall not authorize the start of any project until notified by the Grantee that the environmental review of the project has been completed.

5. **Work write-ups:** For each eligible unit to be assisted, the Sub-recipient will complete a detailed work write-up of the rehabilitation to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be initialed and dated by the homeowner.
6. **Lead Based Paint:** For each eligible unit to be assisted that was built prior to 1978, the Sub-recipient will take steps to ensure compliance with Lead-Based Paint regulations, 24 CFR 570.608 and 24 CFR Part 35, Subpart B, including but not limited to testing of painted surfaces to identify lead based paint hazards, a plan for addressing any identified hazards in the work plan, assurance that work that disturbs

painted surfaces where lead-based paint is identified is performed by contractors who are trained to use “safe work practices” and performance of a “clearance inspection” at the completion of the project to assure that no dust is present that is contaminated with lead based paint. Additionally, all owners and tenants of the properties of will be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

7. **Asbestos:** For each eligible unit to be assisted, the Sub-recipient will take steps to ensure compliance with the reporting requirements of the Clean Air Act as well as with all survey, reporting and removal requirements contained within 12 NYCRR Part 56.
8. **Bank financing:** For those applicants required to secure a portion of the mortgage financing or financing for the rehabilitation work through private loans from a bank or other type of private financial institution, the Sub-recipient agrees to provide assistance to applicants when applying for such complementary financing.
9. **Solicitation and selection of contractors:** The Sub-recipient will assist approved applicants in the identification, solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units. The Sub-recipient will use the approved forms and contract formats and will ensure the description of the work contained in any contracts with contractors is accurate and complete. The Sub-recipient also agrees to ensure work-write ups are thorough and detailed in order for contractors to create a reasonable bid on the project.
10. **Periodic and final inspections:** The Sub-recipient will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding properly and satisfactorily, will authorize (with the owner’s written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor. A final inspection will be done by the Sub-recipient, and signed by the property owner prior to final payment to the contractor.
11. **Approval of contractor payments:** As rehabilitation progresses and invoices are submitted by contractors, the Sub-recipient will verify that the expenses are reasonable and the work has been completed properly (including a sign-off by the owner), and will authorize drawdown of funds from the Grantee, and disbursement to the contractors.
12. **Maintenance of case files and other records:** For each applicant, the Sub-recipient will maintain case files, including application and documentation of eligibility, work write-ups, the assistance agreement between the property owner

and Sub-recipient (along with repayment/ recapture provisions), documentation of liens and any other forms of security, lead based paint reports and notifications, contractor selection criteria, copy of contract between owner and contractors, documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). The Sub-recipient will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in a project immediately before the project, after project completion, and those moving in during the project, as well as information on those displaced or temporarily relocated (per 24 CFR 570.606 and 24 CFR part 24). The Sub-recipient will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section VIII B2 of this Agreement.

### C. National Objectives

All activities funded with CDBG funds must meet at least one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Sub-recipient certifies that the activity (ies) carried out under this Agreement will benefit low- and moderate-income persons by offering financing to support the purchase of homes that are occupied by low or moderate income households.

The occupants of each home must qualify with household income not exceeding the HUD Section 8 Income Limits. Therefore, all assistance provided in the form of homebuyer financing and all activity delivery expenses will directly benefit low or moderate income persons.

### D. Levels of Accomplishment – Goals and Performance Measures

The Sub-recipient agrees to the closing of at least three (3) income eligible homebuyer housing units.

### E. Staffing

Compliance with all CDBG regulations and requirements and implementation of the Homebuyer Program will be carried out by the following staff that will be assigned as key personnel and will carry out and will be responsible for their assigned tasks:

<b>Staff Member Title</b>	<b>General Program Duties</b>
Reginald Schweitzer, Director	Overall administration of the Program activities; General program oversight and administration;
Hollie Thesier, Housing Program Director	Assist with revision of forms and procedures; outreach; intake and eligibility determinations; direct the mailing of letters to potential clients, mailing of program handbooks and pre-applications; receive and review applications, interview and verify documentation for qualifying applicants, schedule inspection, supervision of Housing Rehab Coordinator; submission of approved contractor invoices; prepare reports and draws, revision of forms and procedures; assist with securing bank financing, maintain all program records and required grant documentation; ensure compliance upon completion
Gene Bolton, Housing Rehab Coordinator	Stay abreast of rehabilitation costs, materials and best practices; qualify all contractors; inspect each property to determine the scope of rehabilitation required; work write-ups; assist owner in preparing bid packages, solicitation of contractors; assist owner in selecting contractor based on lowest, qualified bid, approval of contractor selection; monitor work in progress; inspect work for compliance with specifications, close out projects, submit progress and final payments; inspect property to ensure compliance throughout the compliance period;
Sarah Millard, Fiscal Director	Financial Records

Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

#### F. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

## II. TIME OF PERFORMANCE

### A. Contract Term.

Services of the Sub-recipient shall start on October 22, 2019 and end on December 31, 2021. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of CDBG funds or other CDBG assets, including program income.

B. Project Schedule.

The Sub-recipient will perform the described homebuyer rehabilitation tasks and complete the rehabilitation of eligible units in conformance with the schedule below.

<b>Activity</b>	<b>Planned Finish Date</b>
Forms and Procedures	March 2020
Marketing/Outreach	On-going
Applications/Eligibility Determination	On-going
Awards/Project Selection	On-going
Contracts	On-going
25% of Funds Committed	September 2020
50% of Funds Expended	January 2021
100% of Funds Expended	October 2021
Project Closeout	December 2021

**III. BUDGET**

A. Line Item Budget

The following is the budget for the homebuyer program to be administered by the Sub-recipient.

Homebuyer loans	\$ 79,827.00
Lead Based Paint Fees	\$ 1,500.00
Administration and Program Delivery	\$ 6,750.00
<b>TOTAL</b>	<b>\$ 88,077.00</b>

B. Indirect Costs

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

#### **IV. PAYMENT**

##### **A. Subgrant Amount and Drawdowns**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$88,077. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section III herein and in accordance with performance.

##### **B. Direct Rehabilitation Expenses.**

Payments to contractors should be made on the basis of work completed, with at least 10 percent retained until final inspection and sign-off of the completed rehabilitation by the Sub-recipient's staff and property owner.

\*Payment schedules based on number of inspections throughout the process will work, but not an actual schedule as construction timelines can vary based on a number of factors encountered throughout the process.

##### **C. Operation & Administration Expenses**

Expenses for general administration shall also be paid against the line item budgets specified in Section III and in accordance with performance.

##### **D. Financial Management Certification**

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

#### **V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Michael Lumbis, Planning & Community Development Director  
City of Watertown  
245 Washington Street  
Watertown, NY 13601  
Tel: (315) 785-7734  
Fax: (315) 785-7829

Sub-recipient

Reginald J. Schweitzer, CEO/Executive Director  
Neighbors of Watertown, Inc.  
112 Franklin Street  
Watertown, NY 13601  
(315) 782-8497  
(315) 782-0102

**VI. SPECIAL CONDITIONS**

N/A

**VII. GENERAL CONDITIONS**

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub-recipient shall provide the Grantee with proof of the above insurances and bond, reflecting that the City of Watertown is the loss payee for such coverages, and shall also provide a Certificate of Insurance which reflects that the City is an additional insured on its Commercial General liability (CGL) Insurance and that the City of Watertown will be provided with at least 30 days notice, by the insurer, of any intent to cancel or discontinue the Sub-recipient's coverage.

The Sub-recipient shall comply with the bonding and insurance requirements of 2 CFR 200.325 and 200.447, Bonding and Insurance.

F. Grantee Recognition

The Sub-recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

#### H. Suspension or Termination

In accordance with 2 CFR 200.339, the Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.340, this Agreement may also be terminated for convenience by either the Grantee or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

### **VIII. ADMINISTRATIVE REQUIREMENTS**

#### A. Financial Management

##### 1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR 200.400-419 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

## 2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

## B. Documentation and Record Keeping

### 1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

### 2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

### 3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

### 4. Disclosure

The Sub-recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited by the Privacy Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

### 5. Close-outs

The Sub-recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

### 6. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-recipient audits and OMB Circular A-133.

## C. Reporting and Payment Procedures

### 1. Program Income

The Sub-recipient shall report as needed all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The Sub-recipient will not use any program income. All program income will be returned to the Grantee.

### 2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

### 3. Payment Procedures

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-recipient.

### 4. Progress Reports

The Sub-recipient shall submit monthly Progress Reports to the Grantee in the form and with the content required by the Grantee.

## D. Procurement

### 1. Compliance

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

### 2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-326.

### 3. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the greater Watertown area with funds provided under this Agreement.

### E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.311-315 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

## **IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d)

governing optional relocation policies. The Sub-recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

## **X. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

#### **1. Compliance**

The Sub-recipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### **2. Nondiscrimination**

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### **3. Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### **4. Section 504**

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794),

which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own Sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the

regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Sub-recipient and any of the Sub-recipient’s Sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipient and any of the Sub-recipient’s Sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income

persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

## 2. Subcontracts

### a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

### b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

### c. Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

### d. Selection Process

The Sub-recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

## 3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

## 4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b. No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,

and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:

d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**XI. ENVIRONMENTAL CONDITIONS**

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and

maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIV. WAIVER**

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee

to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Watertown, New York

By: \_\_\_\_\_  
Richard M. Finn, City Manager

Neighbors of Watertown, Inc.

By: \_\_\_\_\_  
Reginald J. Schweitzer, Executive Director

Res No. 3

October 15, 2019

To: Richard M. Finn, City Manager

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

Subject: Approving the Professional Services Agreement with MKSK Studios, Inc. for the City of Watertown's Revitalization and Redevelopment Design Plan for Sewall's Island and Factory Square

Last November, the City Council approved a contract between the City and the New York State Department of State (NYS DOS) for grant funding to conduct the Revitalization and Redevelopment Design Plan for Sewall's Island and Factory Square. The City was awarded a \$50,000.00 Strategic Planning and Feasibility Studies grant from the NYS DOS. The Grant requires a \$50,000 match from the City. Last year, the City Council agreed to match the grant with \$45,000 in funding already approved in the Capital Budget for Sewall's Island and \$5,000 of in-kind services from Staff time.

The Plan will create a vision for the area and capitalize on community assets and recreation opportunities, guide redevelopment and help attract new investments and businesses, and identify transformational projects in this area of Watertown. The project involves the development of preliminary designs and cost estimates for the commercial development of the island, along with the park and trail development on the eastern portion of the island. The preliminary designs and cost estimates will be used for future budgeting and potential grant applications for construction.

On June 28, 2019 staff issued a Request for Expressions of Interest (REI) for the project. The REI was sent to local firms, a state-wide list serve of planning, engineering and consulting firms, the NYS Contract Reporter as well as firms who had previously expressed interest in the project. Six (6) proposals were submitted to the Purchasing Department by the July 26, 2019 deadline.

Staff from the City's Planning Department reviewed the qualifications and experience of each of the firms and evaluated the proposals for compliance with the required specifications. Based on qualifications in the proposals, two (2) of the companies were invited to give a presentation on their proposal and experience, and it was determined from those interviews that MKSK Studios, Inc. was the most qualified to perform the study.

A Professional Services Agreement in the amount not to exceed \$95,000 between the City and MKSK Studios, Inc. has been prepared and is attached for City Council consideration. The attached resolution approves the Agreement and authorizes the City Manager to execute it on behalf of the City.

ACTION: City Manager recommends approval.



# RESOLUTION

Page 1 of 1

Approving the Professional Services Agreement with MKSK Studios, Inc. for The City of Watertown’s Revitalization And Redevelopment Plan for Sewall’s Island And Factory Square Park

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

### *Introduced by*

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WHEREAS the City of Watertown has been awarded grant funding from the New York State Department of State for the Revitalization and Redevelopment Design Plan for Sewall’s Island and Factory Square, and

WHEREAS on June 28, 2019, the City issued a Request for Expressions of Interest (REI) for the project, and

WHEREAS six (6) proposals were submitted to the City’s Purchasing Department on July 26, 2019, and

WHEREAS the City’s Planning staff reviewed the proposals and interviewed two firms and determined that MKSK Studios, Inc. was the most qualified and has the proven ability to complete the study within the project budget, and

WHEREAS a Professional Services Agreement has been developed for the project between the City of Watertown and MKSK Studios, Inc.,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby approves the Agreement between MKSK Studios Inc., a copy of which is attached and made part of this resolution, to conduct the Revitalization and Redevelopment Design Plan for Sewall’s Island and Factory Square for an amount not to exceed \$95,000, and

BE IT FURTHER RESOLVED that the City Manager, Richard M. Finn, is hereby authorized and directed to execute the Agreement on behalf of the City and all contracts associated with implementing the award to MKSK Studios, Inc.

### *Seconded by*



MKSK CINCINNATI  
1818 Race Street  
Cincinnati, Ohio 45202  
513.818.3842

October 9, 2019

Jennifer Voss  
Senior Planner, City of Watertown  
245 Washington Street, Watertown, NY 13601  
Via E-Mail: [jvoss@watertown-ny.gov](mailto:jvoss@watertown-ny.gov)

**RE: Revitalization and Redevelopment Design Plan for Sewall's Island and Factory Square Park**

Dear Jennifer,

MKSK and our sub-consulting partners at Highland Planning, Endrestudio, and Ravi Engineering & Land Surveying are pleased to submit the following proposal to assist the City of Watertown in completing the proposed Revitalization and Redevelopment Design Plan for Sewall's Island and Factory Square Park.

Please see the enclosed project approach and timeline for details of our recommended methodology and stakeholder involvement plan for the project. We look forward to working with you to tailor our methodology as appropriate to meet your specific needs and priorities.

Based upon this understanding of the project and the services requested by you, we propose the following scope of services:

**SCOPE OF SERVICES**

**PHASE 1: LEARNING (approx. 10 Weeks)**

The Learning Phase will center around the Kick-off & Analysis that will include our project kick-off, site tour, initial site analysis including the market and demographic analysis, the finalization of the engagement strategy and initial community engagement and project visioning efforts. The tasks have been outlined in more detail below.

**1.1 Project Kick-Off Meeting**

The City shall hold an initial meeting with the Consultant to review the project scope, project requirements, roles and responsibilities of project partners, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, discussion of potential project advisory committee members shall take place during the project kick-off meeting. The Consultant shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent

tasks shall not proceed prior to Department of State ("Department") approval of the proposed approach as outlined in the meeting summary.

### **1.2 Public Participation Plan**

The Consultant, along with input from the City and the Project Advisory Committee, shall prepare a method and process to encourage community participation in the community visioning process. The Public Participation Plan shall identify key individuals, organizations, and entities to be involved, and shall identify the visioning process and the roles and responsibilities in coordinating the entire outreach process, logistics, and the proposed schedule of public meetings. All public meetings will be publicized in the community through press releases, announcements, individual mailings, and any other appropriate means. The Consultant shall make available a summary of each public outreach session in written form and through other appropriate means, such as websites. The Consultant shall submit the draft public participation plan to the Department for review and approval and shall incorporate the Department's comments in the final public participation plan.

### **1.3 Study Area Profile**

The Consultant shall complete a thorough inventory and analysis of the study area including natural systems and environmental conditions; land use, ownership, property type, and built environment conditions; transportation and mobility networks; recent studies and planning literature; zoning and regulatory parameters; cultural and historical conditions; and urban design qualities. The inventory will include photo documentation, tabular data, exhibits, and supporting narrative. This initial analysis of the study area will also include the assessment of current conditions for the two rail bridges in the study area. This subtask will be conducted by Ravi Engineering & Land Surveying. Based on this inventory the Consultant shall begin an initial analysis of opportunities, needs, challenges, and risks within the study area and adjacent context.

The Consultant shall submit the draft inventory and analysis to the City and Department for review and approval and shall incorporate the City and Department's comments into the final study area profile/inventory and analysis. The approved study area profile/inventory and analysis shall be incorporated into the draft and final project reports.

### **1.4 Economic/Market Analysis**

Highland Planning will lead the Economic/Market Analysis for this plan. They shall use recently completed economic analyses of the community and immediate region such as the current Comprehensive Plan (underway), 2017 Fort Drum Regional Economic Impact Report, the 2016 Empire State Development report, "Economic Impact of Tourism in New York – Thousand Islands Region", and the analysis done for the DRI 2 Strategic Investment Plan (2017) to estimate market demand for a range of potential future land uses that are economically viable, compatible, and appropriate with the site(s) targeted for redevelopment in the study area. The City shall submit the draft economic/market analysis to the Department for review and approval and shall incorporate the Department's comments into

the final economic/market analysis. The approved economic/market analysis shall be incorporated into the draft and final project reports.

### **1.5 Second Project Meeting**

In consultation with the Department, the City shall hold a second project meeting that includes the Consultant(s), the project advisory committee, and other project partners as appropriate, to review project requirements, site conditions, site opportunities and constraints, economic and real estate market analysis, project timeline and milestones, and project roles and responsibilities. This meeting will identify new information needs and provide the opportunity for stakeholders to transfer any information to the consultant(s) which would assist in completing the project. Meeting participants shall also partake in an initial visioning and goal-setting discussion to help build direction for the plan. The Consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

### **1.6 Site Tour**

As part of this second project meeting the Consultant, City, Department, and project advisory committee will take a tour of the study area in order to further the collective understanding of the existing conditions and begin to further identify opportunities for this plan.

### **1.7 Community Visioning**

The Consultant shall conduct a public meeting and other public outreach in accordance with the Public Participation Plan to obtain input regarding community, downtown, waterfront issues, opportunities and goals for the future. The Consultant shall design this meeting/workshop to obtain public input for the development of a Vision Statement for the community and proposed/potential downtown redevelopment site(s) at Factory Square and Sewall's Island. The Consultant shall document public feedback and develop a Vision Statement that summarizes community goals and objectives as described below. The Consultant shall submit the summary of the public meeting to the City and Department for review.

### **1.8 Vision Statement**

Based on feedback provided during the Community Visioning Workshop, and in consultation with the project advisory committee, the Consultant shall develop a vision statement and summary description of the redevelopment goals and objectives for the project area. This Vision Statement shall guide all project work, including community and site assessment; analysis of constraints, needs and opportunities; and development of a strategy, action plan, and/or list of priority projects.

The Consultant shall submit the draft vision statement or summary to the Department for review and approval and shall incorporate the Department's comments into the final vision

statement and summary. The approved statement and/or summary shall be incorporated into the draft and final project reports.

### **1.9 Summary of Understanding**

Following the creation of a Vision Statement, the Consultant team will prepare a Summary of Understanding Report. This report will include the comprehensive analysis of the study area, the result of the Economic/Market Analysis, the results of the initial bridge assessment, and the results of the Community Visioning Workshop and final Vision Statement. This report will be circulated to the City, State, and Project Advisory committee for input and will signify the conclusion of Phase 1 of the plan.

## **PHASE 2: IDEA TESTING (10-12 Weeks)**

### **2.1 Future Land Uses Defined**

The Consultant shall identify and describe the most appropriate development/land use alternatives based upon the earlier analyses. The initial project vision, goals and objectives will be re-evaluated to determine their appropriateness as the analysis may warrant new or revised goals and objectives. The descriptions shall include the following:

- The range of most appropriate development/land uses
- The economic benefits (in terms of tax revenues, jobs created and associated economic generators) to the community and region.
- The community benefits of recreation facilities, greenspace, river access and white water uses.
- The costs associated with the desired development infrastructure improvements needed to support the proposed development alternatives, such as improvements to transportation systems, infrastructure and utilities, and environmental conditions (such as containing runoff through grading or drainage structures, revegetating the shoreline, etc.).

The alternative scenarios for the future land uses of the site will be presented in a bubble-diagram style, and will be presented with best practice examples for each land use. These alternatives will be used in evaluating the desired uses of the site by the City, Department, and Project Advisory committee.

The City shall submit the draft proposed land use descriptions to the Department for review and approval and shall incorporate the Department's comments into the final development/land use alternatives. The approved development/land use alternatives shall be incorporated into the draft and final project reports.

### **2.2 Site Specific Feasibility Study and Conceptual Plan Development**

A large portion of Sewall's Island is designated as parkland and the future intent is that this area will be further developed to provide enhanced recreational uses in this area. It is

envisioned that the former railroad bridges will be converted into pedestrian bridges that will become part of a larger City-wide trail system. This recreational component will become the centerpiece of the redevelopment efforts in the study area. The feasibility and conceptual design of whitewater features in the Black River are currently in development and will be incorporated into the development of conceptual plans.

In addition to developing preliminary designs and cost estimates for the commercial and recreational development in the overall study area and developing the Action Plan as noted in Task 2.5, the Consultant will conduct a site specific feasibility study for the conversion of the railroad bridges to pedestrian use. Based on the preliminary structural and condition analysis of the existing bridges noted in Task 1.3, The Consultant shall prepare conceptual designs for the re-purposing of the former rail bridges for pedestrian and bicycle use.. The study shall include conceptual plans for the project including an overall site plan, a minimum of two architectural renderings for each bridge, a discussion on potential materials to be used, preliminary construction details cost and cost estimates. This study will be completed with efforts from Ravi Engineering & Land Surveying on the initial bridge assessment and Endrestudio for the proposed design alternatives and cost estimates for the renovation of the bridges.

### **2.3 Development Plan Workshop & Refinement**

The City will lead a Development Plan workshop with the Consultant team, Department (if needed), and the Project Advisory Committee. This workshop will examine and encourage conversation and feedback on the conceptual land use plans. This will allow the Consultant to get specific feedback on how to refine the plan's vision. Also, during this workshop, the Consultant will begin to determine priorities for the various components of the plan with the City and Project Advisory Committee.

Following the Workshop, the Consultant team will refine the development and conceptual plan based on the feedback from the City, Department, and Project Advisory Committee.

### **2.4 Development Plan Public Open House**

After refining the plan, the Consultant will unveil the draft plan to the public at an open house. This will be an opportunity for the Public to provide input on the selected vision for the site as well as provide input on which components of the plan should become priorities. The feedback received on how we prioritize the various components of the plan will fold into the creation of the Action Plan for the Study Area in Task 2.5

### **2.5 Action Plan for the Study Area**

The Consultant shall prepare an action plan that includes recommendations to achieve the desired redevelopment objectives for the study area. The recommendations will describe in detail the specific steps that must occur to achieve the desired redevelopment objectives. The Action Plan must categorize and describe in priority order the short-and long-term actions that must occur to redevelop the area and achieve the desired changes. The types of project categories may include: studies, reports, assessments, or feasibility studies;

legislative or regulatory actions; preconstruction actions such as the preparation of design drawings and specifications; and construction or capital projects.

The description will include the date when the action should occur, estimated cost, responsible entity, and potential funding sources. Examples of recommended actions may include:

- site specific conceptual designs, renderings, studies, reports, and strategies
- feasibility analysis for large construction or infrastructure improvements
- site surveys
- title investigations to resolve ownership disputes
- remedial investigations and action plans for contaminated sites
- bulkhead assessments and repairs
- dredging actions (obtaining sediment samples, testing, identifying spoil disposal locations, dredging)
- preparation of design standards and guidelines to guide future development
- increasing public access opportunities
- streetscape or facade improvement plans
- demolition of abandoned or failing structures
- land assemblage
- preparation of construction drawings and specifications
- drafting new local laws, revising existing local laws and other regulatory tools and policy
- recommendations
- applying for and obtaining necessary permits
- a description of actions that state or federal agencies need to undertake to implement the plan
- phasing plans for large scale construction or redevelopment activities
- planning to advance construction activities
- strategies for improving/enhancing downtown parking
- strategies for project financing and marketing

The City shall submit the draft action plan and recommendations to the Department for review and approval and shall incorporate the Department's comments into the final action plan. The approved action plan and recommendations shall be incorporated into the draft and final project reports.

## **PHASE 3: DECIDING & DOING (8-10 Weeks)**

### **3.1 Complete Draft Report**

The Consultant shall produce a draft report in narrative form, incorporating the results and products developed under previous tasks. Appropriate graphics (maps, tables/charts, site plans, elevation and perspective drawings, renderings) shall be included. Maps and other graphics will be reproducible and prepared at an appropriate scale. Maps and other graphics shall also be prepared for presentation to the community. The draft report and all related materials shall be provided to the Department for review and approval prior to presentation to the community and finalization of the report.

### **3.2 Draft Report Review Meeting**

The Consultant shall meet with the City, a Department representative (if needed), the Project Advisory Committee and any necessary project stakeholders during a review meeting of the Draft Report. This will allow us to review all components of the Plan report and have a clearer communication for the requested comments and edits to be addressed.

### **3.3 Community Meeting**

The Consultant shall conduct a community meeting to present the draft report and obtain feedback from project stakeholders and the public. The Consultant shall document public comment and submit a summary of the public meeting to the Department for review.

### **3.4 Complete Final Report**

Based on feedback provided during the Draft Report Review Meeting, Community Meeting, and any additional comments prepared by project partners, the City and the Department, the Consultant shall revise the draft report and supporting materials and complete a Final Report. The Final Report shall contain all materials developed under previous tasks.

The City shall submit the Final Report to the Department for review and approval. The Department comments must be addressed to the satisfaction of the Department in the Final Report prior to publication and distribution.

## **TRAVEL & EXPENSES**

### **Expenses**

The Consultant team will include expenses in the lump sum fees broken down on the following page.

### **Travel**

MKSK proposes up to five (5) trips to Watertown during this project. MKSK has scheduled four (4) trips and is agreeing to up to five (5) trips may be needed due to changing circumstances that could arise during the process and may require an additional trip in

order to complete engagement activities, meetings with key stakeholders, and getting the plan adopted/approved.

The four scheduled trips are built around the following tasks: Trip 1- Tasks 1.1 and 1.2; Trip 2- Tasks 1.5, 1.6, 1.7, and 1.9; Trip 3 – Task 2.2 and 2.3; Trip 4 – Tasks 3.2 and 3.3. As a part of these services, MKSK will provide one (1) electronic copy of final design documents plus 5 hard copies of the final plan document. All additional reproductions, if requested, will be billed as an additional expense.

We are in a position to begin work immediately upon execution of this proposed agreement.

For the above described service, including the required plan documents, drawings, reports, etc. MKSK proposes a fixed fee basis according to the following fee structure. Please find attached our standard Terms and Conditions, which are a part of this proposal.

### Fee Schedule

<i>Firm</i>	<i>Fee</i>	<i>MWBE Status</i>
MKSK	\$55,000	
Highland Planning	\$15,000	WBE
EndreStudio	\$17,500	
Ravi Engineering & Land Surveying	\$7,500	MBE
<b>Total</b>		
	<b>\$95,000</b>	

The following documents are hereby incorporated into the project agreement by reference below:

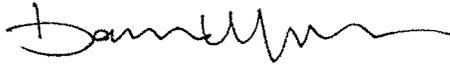
- City of Watertown Request for Expression of Interest: Revitalization and Redevelopment Design Plan for Sewall’s Island and Factory Square Park in the City of Watertown, NY.
- Request for Expressions of Interest: Revitalization and Redevelopment Plan for Sewall’s Island and Factory Square Park. Dated July 26, 2019, submitted to the City of Watertown by MKSK, Inc.

**AGREEMENT:**

Should these arrangements be acceptable to you, please execute two copies of this agreement. Retain one (1) copy for your records and return one (1) copy to this office to act as the basis of our agreement and our notice to proceed. Should another form of contract be desirable to you, please contact this office and we will begin processing immediately.

Thank you for considering MKSK to assist with this exciting project. We look forward to our involvement with you.

Respectfully submitted,  
MKSK, Inc



Darren Meyer, PLA, ASLA, AICP  
Principal



Sean Hare, AICP  
Project Manager

**APPROVED:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

# TERMS AND CONDITIONS OF PROPOSAL



**DIRECT PROJECT EXPENSES** Direct project expenses will be billed in addition to the fee for basic services and include actual out-of-pocket expenditures made in the interest of the Project. All direct project expenses will be invoiced at 1.2 times the actual amount. Direct project expenses include, but are not limited to mileage, courier and overnight delivery services, travel, hotel, car rental, etc. and may be adjusted annually. All International air travel, if required, will be by business class.

Requested documents to be printed in-house will be invoiced at the following rates: (excluding those for office use)

B/W Copy 8.5" x 11"	\$ 0.15	Color Plot 18" x 24"	\$ 15.00
B/W Copy 11" x 17"	\$ 0.30	Color Plot 24" x 36"	\$ 25.00
B/W Copy 18" x 24"	\$ 1.00	Color Plot 30" x 42"	\$ 35.00
B/W Copy 24" x 36"	\$ 2.00	Color Plot 36" x 48"	\$ 45.00
B/W Copy 30" x 42"	\$ 3.00	Color Pres.Plot18" x 24"	\$ 25.00
B/W Copy 36" x 48"	\$ 4.00	Color Pres.Plot24" x 36"	\$ 45.00
Color Copy 8.5" x 11"	\$ 1.00	Color Pres.Plot30" x 42"	\$ 70.00
Color Copy 11" x 17"	\$ 2.00	Color Pres.Plot36" x 48"	\$ 85.00

**STANDARD HOURLY RATES/ ADDITIONAL SERVICES** If the Scope of Work or if the Consultant's service is substantially revised, the amount of total compensation shall be equitably adjusted. Fees for requested additional services shall be computed at our standard hourly rates below or outlined under a separate proposal.

Principal	\$ 210	Urban Planner II	\$ 115
Senior Associate	\$ 165	Urban Planner I	\$ 105
Associate	\$ 150	Graphic Designer III	\$ 125
Landscape Architect III	\$ 125	Graphic Designer II	\$ 105
Landscape Architect II	\$ 115	Graphic Designer I	\$ 95
Landscape Architect I	\$ 105	Intern	\$ 70
Urban Planner III	\$ 125	Administration	\$ 70

**PAYMENT DUE** Invoices shall be submitted monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. The Consultant has been commissioned by the Client to provide professional services, which are independent of whether the Project for which they are provided is executed or not.

**SATISFACTION WITH SERVICES** Payment of any invoice by the Client to the Consultant shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

**DISPUTED INVOICE** If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are

subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

**INTEREST** If payment in full is not received by the consultant within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.

**SUSPENSION OF SERVICES** If the Client fails to make payments when due or otherwise is in breach of this agreement, the Consultant may suspend performance of services upon seven (7) days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this agreement by the Client. Upon payment in full by the Client or cures of the breach to the satisfaction of the Consultant, the Consultant shall resume services under this agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

**TERMINATION OF SERVICES** If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination of this agreement by the Consultant.

**TERMINATION OF AGREEMENT** This agreement may be terminated by either party upon fifteen (15) days written notice with or without cause. The Client shall within thirty (30) days of termination compensate the Consultant for all services performed including all costs and direct project expenses incurred up to the date of termination.

**MEDIATION** In an effort to resolve any conflicts that arise during the design or construction or the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

**APPLICABLE LAW** Unless otherwise specified, this agreement shall be governed by the laws of the State of New York.

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

**ASSIGNMENT** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

**SEVERABILITY** Any term or provision of this Agreement

# TERMS AND CONDITIONS OF PROPOSAL



found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

**STANDARD OF CARE** In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**OPINIONS OF PROBABLE CONSTRUCTION COST** In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

**INFORMATION PROVIDED BY OTHERS** The Client shall furnish, at the Client's expense, all information requirements, reports, data, surveys and instructions required by this Agreement. The Consultant 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.

**CHANGED CONDITIONS** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for re-negotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating re-negotiation, and the Consultant and the Client shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

**SURVIVAL** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

**CORPORATE PROTECTION** It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Ohio corporation, and not against any of the Consultant's individual employees, officers or directors.

**DEFECTS IN SERVICE** The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the

consequences of such a defect.

**CONSEQUENTIAL DAMAGES** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114	CONTACT NAME: Noelle Boyd PHONE (A/C, No, Ext): 216-367-4954 E-MAIL ADDRESS: nmboyd@oswaldcompanies.com	FAX (A/C, No): 216-839-2815
	INSURER(S) AFFORDING COVERAGE	
INSURED MKSK, Inc. dba MKSK; Myers Schmalenberger, Inc.; Kinzelman Kline Gossman Ltd., dba MKSK 462 South Ludlow Alley Columbus OH 43215	INSURER A : Charter Oak Fire Insurance Co	NAIC # 25615
	INSURER B : Travelers P&C Co of America	25674
	INSURER C : Travelers Indemnity Company	25658
	INSURER D : Travelers Indemnity Co of CT	25682
	INSURER E : Berkley Insurance Company	32603
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER: 549486839

REVISION NUMBER: 11/20/2013

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> AI Primary & <input checked="" type="checkbox"/> Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y	Y	6804H481956	11/14/2018	11/14/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> AI Primary <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA1B331139	11/14/2018	11/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP1B337802	11/14/2018	11/14/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Excludes Professional \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB3823T730	11/14/2018	11/14/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER OH Stop-Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability Claims Made Retro Date:06/01/87	N	Y	AEC902494803	11/14/2018	11/14/2019	Each Claim \$ 2,000,000 Aggregate \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

Project: Sewall's Island &amp; Factory Square Park

The City of Watertown, NY is listed as additional insured

**CERTIFICATE HOLDER**

City of Watertown, NY  
 245 Washington Street  
 Watertown NY 13601

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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October 15, 2019

To: Richard M. Finn, City Manager

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

Subject: Approving the Agreement Between the City of Watertown and Loomacres Wildlife Management to Establish and Administer a Winter Crow Roost Dispersal Program

As the Council is aware, the City's previous Crow Roost Dispersal Contract with Loomacres Wildlife Management (LWM) expired in the spring. The previous contract covered the last three years and was for ten nights of crow harassment each winter.

At the July 8, 2019 City Council work session, the Council heard a presentation from Cody Baciaska of Loomacres summarizing the previous three years' efforts, which saw the crow nuisance increasingly mitigated. At this meeting, the Council expressed satisfaction with Loomacres and communicated to Staff a desire to renew the City's contract for crow harassment services.

Loomacres has drafted the attached contract to conduct ten nights of crow harassment each winter through March 2022 at the following yearly costs, with the rate for additional nights in parentheses:

2019-20:	\$5,289	(\$528 per additional night)
2020-21 (option):	\$5,390	(\$539 per additional night)
2021-22 (option):	\$5,559	(\$559 per additional night)

The total three-year contract value of \$16,238 represents a 3.4 percent increase over the City's previous three-year contract with Loomacres, which had a total value of \$15,707. However, the \$5,289 cost for the 2019-20 winter season actually represents a 2 percent decrease from the 2018-19 winter season, which was the final year of the previous contract.

Loomacres will use crow harassment methods similar to previous years and will include non-lethal techniques, such as the use of spotlights, specialized remote controlled aircraft, playing distress calls, firing pyrotechnics, using handheld lasers and paintball markers. Loomacres may also employ lethal methods on a limited basis to reinforce the non-lethal strategies.

The effectiveness of the program will be evaluated at the end of each winter and the City can decide whether or not it wants to execute its option for the following year.

The attached resolution approves the agreement between the City and Loomacres Wildlife Management for the Winter Crow Roost Dispersal Program and authorizes the City Manager to execute the Agreement on behalf of the City.

ACTION: City Manager recommends approval

A handwritten signature in black ink, appearing to read "R. Rubin", is written over the text "City Manager recommends approval".

RESOLUTION

Page 1 of 1

Approving the Agreement Between The City of Watertown and Loomacres Wildlife Management to Establish and Administer A Winter Crow Roost Dispersal Program

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

**Introduced by**

WHEREAS the City of Watertown desires to work with Loomacres Wildlife Management regarding professional services to help alleviate the nuisance of crows within the City and to administer a crow roost dispersal program, and

WHEREAS the City of Watertown has an urban crow roost that is a threat to human health and safety, causes damage to buildings and cars, and results in associated clean up costs, and

WHEREAS Loomacres Wildlife Management uses multiple hazing methods including distress calls, pyrotechnics, remote controlled aircraft, and lasers with the objective of reducing winter crow roosts, and

WHEREAS Loomacres may also employ lethal methods on a limited basis to reinforce the non-lethal techniques, and

WHEREAS by using these strategies the crows should relocate to an alternative, more suitable roosting site, reducing local conflicts associated with an urban crow roost.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement prepared by Loomacres Wildlife Management to establish and administer a crow dispersal program, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the City Manager, Richard M. Finn, to execute the Agreement on behalf of the City of Watertown.

**Seconded by**



**LOOMACRES**  
Wildlife Management

*“Bringing wildlife management to a higher level”™*

*Proposal to Provide  
Wildlife Hazard Management Services  
for  
The City of Watertown*

.....

*- P r o f e s s i o n a l - R e l i a b l e - E t h i c a l -  
Offices Nationwide*

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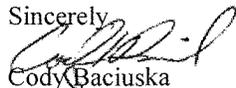
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Since 2005 Loomacres Wildlife Management's primary mission has been to provide airports and municipalities with the highest quality of wildlife management consulting available and we appreciate the opportunity to do the same for your City. Loomacres Inc. was created by Wildlife Biologists and thus focuses solely on Wildlife Damage Management. Our team has more FAA Qualified Biologists on staff than any other team in the country thus we are able to provide all services in house and at a lower cost than that of our competitors. Our biologists are able to immediately react to any unforeseen wildlife hazards with success. We understand the needs of city managers to provide a safe environment for residents and businesses as well as understand the requirements that animals need. Often these problems collide creating an unsafe environment for people and wildlife. Our employees utilize their extensive experience and training in order to provide the utmost quality in wildlife management. They use innovative, sound, and ethical practices to help alleviate the risk to human health and safety.

Wildlife species are attracted to an area depending on several circumstances. Some of these include the availability of food, water and cover or more geographically significant features such as large bodies of water, mountain ranges or migratory routes. Each of these factors will have an effect on the type of species, their numbers and the time of year that they occur in your location. Being able to identify these conditions and the species associated with them is just the first step in our multilevel approach to wildlife management. Loomacres takes a multifaceted approach to wildlife management often referred to as Integrated Wildlife Management. Loomacres combines both active and passive management techniques. Through passive and active management, data collection, onsite observations, and other sources of information and with the cooperation of municipal staff; Loomacres will work to mitigate wildlife hazards. Our company has experience conducting Wildlife Hazard Management Services for airfields, parks, landfills and other urban areas both large and small throughout the US and internationally.

Through regular communication, monthly reports and quarterly meetings with management staff, Loomacres will be able to keep all informed of the success of the project and will be able to address any issues, concerns or updates. Further information regarding our company and our qualifications can be found in the following document. We at Loomacres Wildlife Management thank you for the opportunity to submit our qualifications.

Sincerely,



Cody Baciuska  
Airport Wildlife Biologist  
Vice-President

### LOOMACRES EXPERIENCE:

Loomacres Wildlife Management was the first private company to be approved by the FAA to perform Wildlife Hazard Management services on airports. Since 2005, Loomacres Wildlife Management's primary mission has been to provide airports and municipalities with the highest quality of wildlife management consulting available. Loomacres Inc. was created by Airport Wildlife Biologists and thus focuses solely on Airport Wildlife Hazard Management.

-List of clients that Loomacres Inc. has provided Wildlife Management Services, Consulting and/or Training;

Tulsa International, Bartlesville Municipal, Stillwater Regional, Ponca City Regional, Lawton-Fort Sill Regional Airport, Enid-Woodring Regional Airport, Wiley Post Airport, Fairchild Airforce Base, Cannon Airforce Base, JFK International, Stewart International, LaGuardia International, Charlotte-Douglass International, Buffalo International, Niagara Falls International, Mahlon-Sweet Field Eugene, North Platte Regional Airport-Lee Bird Field, Nashville International, Mcghee Tyson International, Chennault International, Newport Airport, Canyonlands Airport, Joslin Field-Magic Valley Regional, Hagerstown Airport, Trenton Mercer Municipal, Raleigh County Memorial Airport, North Central West Virginia, Mid-Ohio Valley Regional, Salisbury-Ocean City Wicomico Regional, Delaware River and Bay Authority, Shenandoah Valley Regional, Columbia Metropolitan Airport, Anniston Metropolitan, Huntsville International, Little Rock International, Gulfport-Biloxi, Havre Municipal, Riverton Regional, Rogers Municipal, Mena Intermountain, Teterboro International, Middle Georgia Regional, Republic, Saranac Lake Regional, Hancock County Bar Harbor, Sullivan County Municipal, Princess Juliana International Airport-St. Maarten, Jamestown International, Poconos Regional, Plattsburgh International, Massena International, Ogdensburg International, Binghamton Regional, Elmira-Corning Regional, Ithaca-Tompkins Regional, Warren T. Eaton, Palm Beach County, Lantana, Lebanon Regional, Manchester-Boston International, South Lafouche Airport, Houma Terrebone Airport, Hammond Northshore Regional Airport, Searcy Municipal, Stuttgart Municipal, Russellville Municipal, Guntersville Airport, Fort Worth-Meacham, Cleveland Municipal, Temple Airport, Northwest Alabama Airport, Syracuse International, Northwest Arkansas Regional Airport, Greenville-Spartanburg International Airport, Fayetteville-Drake Field Airport, Fort Smith Regional Airport, Owensboro-Daviess County Regional Airport, Fredericksburg Municipal, Bloomsburg Municipal, Montgomery County Airpark, Dallas Love Field, Columbia Regional Airport, East Texas Regional Airport, Johnstown-Cambria County, Altoona Blair County, Erie International, Bradford Regional, and many more.

### WILDLIFE HAZARD ASSESSMENT EXPERIENCE:

Loomacres' staff have experience conducting over 75 wildlife hazard assessments throughout the US and worldwide. Our projects assess the wildlife threats to people and property. This includes providing airport wildlife mitigation services to private, general aviation, municipal, regional, international airfields and DOD installations, landfills, large corporations and municipalities. In addition to information gathered through onsite visits, surveys, personnel interviews and existing records, Loomacres reviews all historical operations, data, published research, area breeding bird survey and similar biological survey data, and other relevant documentation. This ensures accurate and site-specific recommendations are included in our hazard assessment reports. We also reach out to all federal, state, tribal, and local agencies that may have a role or effect on the wildlife populations and movement in the vicinity of the site. We ensure that our recommendations are in compliance with federal and state environmental laws including, but not limited; to the Endangered Species Act, Migratory Bird Treaty Act, Bald and Golden Eagle Act, Federal Insecticide Fungicide and Rodenticide Act, National Environmental Policy Act, Clean Water Act, and the SIKES Act.

We often find that our clients are able to implement many of the habitat and procedural changes recommended in our wildlife hazard assessments on their property with ease. However, the hazards that occur offsite are often much more difficult to address. When this happens, we are often relied upon to identify and coordinate with offsite property owners and stake holders to reduce the hazard of a particular location or prevent the introduction of new hazards. We have had success eliminating or reducing the encroachment of hazardous land uses around airfields for both military and civilian clients. We have successfully worked with federal agencies such as the ACE, USDA, and USFWS, State fish and game agencies and local municipalities to implement zoning regulations and policies that restrict hazardous land use policies.

Following the completion of our projects, whether the project is a one-week site assessment or a year-long hazard assessment, we are often required to brief managerial staff or high-ranking military officials. Most often, the focus of the meetings pertains to the results of our wildlife hazard risk assessment and the recommended strategies to reduce any risks.

The following is a list of just some of the Airfields that we have conducted Wildlife Hazard Assessments projects for during the last 5 years that **have been FAA Approved**. These include both 139 certificated airports as well as GA airports. Additionally, all these projects included either the development or updating of the airport's Wildlife Hazard Management Plan/BASH Plan.

Charlotte-Douglass International, NC	North Central West Virginia Regional, WV
Tulsa International Airport, OK	Mid-Ohio Valley Regional, WV
Buffalo International Airport, NY	East Texas Regional, TX
Nashville International Airport, TN	Plattsburgh International, NY
Little Rock National, AR	Columbia Regional, MO
Owensboro-Daviess County, KY	Houghton County Municipal, MI
Chennault International, LA	Mcghee Tyson Knoxville, TN
Republic Airport, NY	Huntsville International Airport, AL
Hancock County Bar Harbor, ME	North County Airport (F45), FL
Sullivan County Airport, NY	Lantana Airport (LNA), FL
Altoona-Blair County, PA	Fayetteville Executive Airport, AR
Ithaca-Tompkins Regional, NY	Enid-Woodring, OK
Niagara Falls International, NY	Tunica Municipal, MS
Lebanon Municipal, NH	Fort Worth Meacham, TX
Syracuse-Hancock, NY	Raleigh County Memorial Airport, WV
Greenville-Spartanburg International, SC	Trenton Municipal, NJ
Northwest Arkansas Regional, AR	Mahlon Sweet Field-Eugene, OR
Saranac Lake Regional, NY	Havre Municipal, MT
Ogdensburg International, NY	Riverton Regional Airport, WY
Watertown International, NY	Rogers Municipal Airport, AR
Fort Smith Regional, AR	Newport Airport, OR

We are currently completing the following Wildlife Hazard Assessments:

Buffalo-Niagara International Airport, Buffalo NY  
FLP Airport, Flippin AL  
Phoenix Sky Harbor, Phoenix AZ  
MHV Airport, Mojave CA

#### WILDLIFE HAZARD MANAGEMENT PLAN EXPERIENCE:

Nearly all of the airfields for which we conducted Wildlife Hazard Assessments have had Loomacres complete Wildlife Hazard Management Plans. We have created or updated WHMPs for Commercial, General Aviation, and DOD airfields. All of our plans have been developed in accordance with relevant FAA/ICAO/DOD regulations and guidance. It is important to note that all of the plans we have developed have been accepted or approved by both the client and the agency overseeing the plan.

We take pride on our ability to develop a plan that not only meets current regulations but to develop a plan that is unique to the airport's specific conditions and resources. We feel the best plans are ones that our straightforward and will be easy to implement. We work with the airport to ensure that the goals and procedures that are outlined in the plan can be carried out with the resources and personnel that are available.

### TRAINING EXPERIENCE:

Loomacres prides itself on its ability to train wildlife management personnel, airport personnel and consultants in the industry. In addition to conducting training for military and civilian personnel, Loomacres is currently the only private company provider of Wildlife Hazard Management Training that is acceptable to the FAA administrator for the training of biologists who wish to conduct Wildlife Hazard Assessments as per AC 150/5200-36A.

Furthermore, Loomacres offers an array of training courses including live fire pyrotechnics training, NRA certified firearms training, and BAM/AHAS training. Loomacres staff trains over 950 aviation professionals on an annual basis. Please see the Appendix I for a letter from the FAA confirming Loomacres' training qualifications.

### WILDLIFE MITIGATION EXPERIENCE:

What makes us stand out against our competitors is that, in addition to conducting research, analyzing data and providing guidance, we put our recommendations into action. Loomacres' staff is fully trained and experienced in wildlife mitigation methods. Our staff implements both passive and active methods encompassed in Integrated Wildlife Management. Loomacres' biologists are able to quickly identify and respond to wildlife hazards as they are identified. Loomacres has several on-call and full-time wildlife mitigation service contracts in which we are responsible for coordinating and carrying out all wildlife management activities and act as a liaison between local landowners, government entities and the client to ensure success. Our staff has experience with a vast range of mitigation techniques, including falconry, pyrotechnics, bioacoustics, trapping, firearms, trained dogs, RC boats and aircraft etc. We continually research new tools and techniques to be sure your facility will have access to the best available mitigation practices.

Many of our activities involve public relations and outreach including coordination with offsite property owners and media inquiries/interviews. We have successfully completed many projects that involve complex public relations and outreach programs. These have ranged from obtaining permission to conduct wildlife control to convincing property owners to implement their own wildlife mitigation programs.

### LOOMACRES STAFF:

Loomacres puts its reputation in the selection and the performance of our employees. Loomacres Wildlife Management currently utilizes the skills of several FAA/ICAO Qualified Wildlife Biologists. They are supported by a staff of wildlife technicians that have extensive experience working on wildlife mitigation related issues. Our employees work under the direct supervision of the lead Wildlife Biologist and Vice-President of Loomacres Wildlife Management, Mr. Cody Baciуска. Mr. Baciуска has conducted Wildlife Hazard Assessments, developed Wildlife Management Plans, and has conducted numerous wildlife related research studies. Mr. Baciуска has provided wildlife hazard mitigation for some of the largest airports in the United States; including John F. Kennedy International Airport, and LaGuardia International Airport as well as several USAF and ANG installations.

The staff for this project will be working out of our regional office in Syracuse NY.

**Our depth of staff allows for alternative Qualified Wildlife Biologists to assist the Qualified Airport Biologist assigned to this project in the event of illness or another similar situation. This ensures that your project will be given the upmost attention and that all tasks will be completed on time.**

Loomacres Inc. conducts standard background checks prior to hiring new employees. Loomacres Inc. also requires all new employees to perform standard drug tests. Drug test are randomly performed on current employees.

All employees of Loomacres Inc., performing under this contract will wear distinctive clothing, and badges bearing Loomacres Inc. name, logo, and the name of the employee. All employees will carry in their possession at all times, positive identification that states their name, the contract number and employer (Loomacres Inc.).

## MANAGEMENT STAFF EXPERIENCE, TRAINING, AND QUALIFICATIONS:

**Kristin Baciuska, (Co-Founder, President, & Qualified Airport Wildlife Biologist)-** Biologist Kristin Baciuska has been with Loomacres since it was established in 2005. Kristin has a diverse background in the biological sciences to include fisheries and wildlife, wetlands and plant science. Kristin has conducted several FAA approved Wildlife Hazard Assessments throughout the US and has conducted numerous airport related research studies. Kristin holds a Master's of Science degree in Biology and has completed a FAA grant funded research project titled "Native and Naturalized Grasses Suitable for use on Airports Managed for Wildlife". Kristin has presented her research and experiences at numerous venues including the USA/Canada Bird Strike Conferences, Wildlife Damage Management Conference, and several AAAE and State Aviation Association Conferences. Kristin's research in the plant sciences has made her a valuable asset to our company in her ability to assess both vegetation and habitat on and around airports. Kristin is confident in her ability to make vegetation management and planting recommendations to airfields across the United States. In addition to her graduate work, Kristin has taken numerous continuing education credits in the wetland sciences at Rutgers University and is a certified wetland delineator as well as a Certified Commercial Pesticide Applicator. Kristin's previous employers include USDA Wildlife Services and several landscape architects. Kristin Baciuska exceeds the requirements outlined in AC No: 150/5200-36A. Please see the Appendix III for further information regarding Mrs. Baciuska's qualifications.

**Cody Baciuska, (Co-Founder, Vice President, & Qualified Airport Wildlife Biologist)-** Mr. Baciuska has conducted Wildlife Hazard Assessments, developed Wildlife Hazard Management Plans, and has conducted numerous airport related research studies. Mr. Baciuska has provided wildlife hazard mitigation for some of the largest airports in the United States; including John F. Kennedy International Airport, Nashville International Airport and LaGuardia International Airport. In addition to being a FAA qualified Airport Wildlife Biologist; Mr. Baciuska sits on the Birdstrike USA Steering Committee, and is a member of the National Wildlife Control Operators Association, the Wildlife Society and is the current president of the NYS Wildlife Management Association. In addition, Mr. Baciuska is a Certified National Rifle Association firearms instructor. Mr. Baciuska will be the primary Biologist overseeing all services. Mr. Baciuska exceeds the requirements outlined in AC No: 150/5200-36A. Please see the Appendix III for further information regarding Mr. Baciuska's qualifications.

**Julia Priolo, (Wildlife Biologist).** Originating from Canandaigua in Western NY, Julia started out her college career at Paul Smith's College, pursuing a Bachelor of Technology degree in Wildlife Management in the Adirondacks. After completing 2 years there, she transferred to the State University of New York in Cobleskill where she was president of the local Mohawk Valley chapter of Ducks unlimited and a board member of the SUNY Cobleskill chapter as well. She started working for Loomacres Wildlife Management as a wildlife technician in December of 2017. Julia has experience in GIS, performing bird surveys (identification by sight and/or sound), herpetology surveys, and small mammal trapping and surveying, owl surveys, insect surveys, spotlight surveys, and identifying and resolving wildlife damage problems. She has experience in setting and using baited starling traps and nest box traps, and Sherman box traps for small mammals. Julia had worked for Pinelands Nursery the past couple of years where she dealt with a lot of wetlands plant ID, care, and management. Prior to working for Loomacres, she has also done work involving apple tree pruning, stream bank stabilization and restoration, duck banding, and is a volunteer for the Golden eagle project and Catskill Forest Association on occasion. Her hobbies include gardening, hunting, fishing and ice hockey.

## PAST PERFORMANCE INFORMATION:

Below is a listing of selected projects. Additional projects and references are available.

***Wildlife Hazard Assessment and Management Program, Tulsa International Airport, Tulsa, OK***  
POC Don Watt, Tulsa Airport Authority, 918-706-3028, DonWyatt@tulsaairports.com

Project Description: Loomacres Inc. has completed a Wildlife Hazard Assessment for the Tulsa International Airport. Loomacres also updated the airport's Wildlife Hazard Management Plan annually, and provides the airport's staff with FAA required wildlife hazard management training. Loomacres continues to have an Airport Biologist stationed onsite to provide daily oversight and implementation of the airport's wildlife hazard management plan. The airport has a military tenant (Tulsa Air National Guard) to account for the requirements of military operations Loomacres reviewed the tenant BASH plan to ensure the military BASH standards and procedure were implemented and included as part of the airport's Wildlife Hazard Management Plan. Loomacres participates in the tenant's scheduled BASH meetings.

***Wildlife Hazard Management Services, Elmira-Corning Regional Airport, Horseheads, NY***

POC Eric Johnson (Currently Director at Topeka Airport Auth) 785-862-2362, [ejohnson@mtaa-topeka.org](mailto:ejohnson@mtaa-topeka.org), or Bill Degraw, Director of Operations, Elmira-Corning Regional Airport, 607-426-5622, [BDegraw@co.chemung.ny.us](mailto:BDegraw@co.chemung.ny.us),

Project Description: Loomacres has been providing wildlife hazard management services to the airport since 2005. Loomacres provides consulting, control services, goose harassment and control, and implementation of the airport's wildlife hazard management plan. Loomacres also provides FAA wildlife hazard management training and annually updates the airport's wildlife hazard management plan which has been approved by the FAA. Canada geese, white tail deer and ring billed gulls are one of the main hazards that are mitigated as part of this project. Loomacres also coordinated wildlife mitigation efforts with offsite property owners within 5 miles of the airport.

***Bird Aircraft Strike Hazard Program, Fairchild Airforce Base, Spokane, WA***

POC MSgt Shawn T. Merritt, Flight Safety Superintendent, (719) 482-5665, [shawn.merritt@us.af.mil](mailto:shawn.merritt@us.af.mil)

Project Description: Loomacres is providing a comprehensive Airfield Wildlife Control Program at Fairchild AFB, WA to mitigate the risks associated with aircraft mishaps with a primary focus on bird abatement both on the airfield and the airspace above it. On a daily basis Loomacres staff implements that airfield Wildlife Hazard Management plan. Performance is in accordance with all federal, state, local laws and regulations, commercial standards, IAW – FAA/ICAO standards requirements and AFI 91-202. All performance evaluations have been exceptional and there have no discrepancies or unacceptable performance evaluation in accordance to the terms of the contract.

***Wildlife Management/Hazard Services & Program, Buffalo-Niagara International Airport, Buffalo, NY, and Niagara Falls International Airport, Niagara Falls, NY, and Niagara Falls Air Reserve Station***

POC Dave Macy, Operations Director, 716-863-3586, [David\\_Macy@nfta.com](mailto:David_Macy@nfta.com)

Project Description: Loomacres has been the prime consultant to the Buffalo-Niagara International Airport since 2006 providing annual FAA required Wildlife Identification and Management Training, consulting services and direct wildlife control work. Loomacres assists the airport with the implementation of their Wildlife Hazard Management Plan and conducts a formal review of their wildlife hazard management plan and wildlife hazard mitigation program on an annual basis. Loomacres has conducted research for the NFTA relating to wildlife hazard mitigation and has conducted a Wildlife Hazard Assessment for the airport and has updated their WHMP accordingly. Loomacres assists the airport with public outreach and coordination with offsite property owner to help monitor and reduce the presence of wildlife hazards within five miles of the airport as part of this Loomacres conducts a Canada goose management program within 5 miles of the airport. Loomacres has conducted numerous research projects in support of the NFTA's Airport Wildlife Hazard Management program.

***Providing FAA Approved Airport Wildlife Hazard Management Training, Port Authority of New York and New Jersey, (multiple locations in NY and NJ)***

POC Starla Bryant, Vice President of Staff, 703.575.2467, [starla.bryant@aaae.org](mailto:starla.bryant@aaae.org)

Project Description: Loomacres is subcontracted by the AAAE to provide all PANYNJ airport staff that are involved in implementing their perspective airport's Wildlife Hazard Management Plan with Annual 8 hour FAA approved Wildlife Hazard Management training. Loomacres annually trains approximately 180 staff members from the following PANYNJ Airports; JFK, LGA, and EWR. In addition to Port Authority staff Loomacres also trains staff from the USDA, APHIS, Wildlife Services (the current provider of Wildlife Hazard Management Services to the PANYNJ) that are assigned to JFK, LGA, or EWR. Topics of the training include; Pyrotechnic Safety, Firearms Safety, Gull Management, Regional Canada Goose Management, Raptor Management, Wildlife Hazard Management, Strike reporting, Non-Lethal and Lethal Control Techniques, Wildlife Identification, Wildlife Hazard Mitigation Within Five Miles of the airports, The use of Pesticides on airports for wildlife mitigation, Migratory Bird Depredation Permits, Coordination with Federal State and Local Agencies.

***Bird Aircraft Strike Hazard Program, Cannon AFB, NM***

POC: Capt. Ryan Taylor, Chief of Flight Safety, 575-784-2812, [ryan.taylor.3@us.af.mil](mailto:ryan.taylor.3@us.af.mil)

Project Description: Loomacres is providing a comprehensive Airfield Wildlife Control Program at Cannon AFB, NM to mitigate the risks associated with aircraft mishaps with a primary focus on bird abatement both on the airfield and the airspace above it. On a daily basis Loomacres staff implements that airfield Wildlife Hazard Management plan. Performance is in accordance with all federal, state, local laws and regulations, commercial standards, IAW – FAA/ICAO standards requirements and AFI 91-202. All performance evaluations have been exceptional and there have no discrepancies or unacceptable performance evaluation in accordance to the terms of the contract.

***Wildlife Hazard Assessment and Relates Services, Charlotte-Douglas International Airport, Charlotte NC***  
POC David Castaneda, Airport Wildlife Coordinator 704-359-4012, djcastaneda@cltairport.com

Project Description: Loomacres, Inc. conducted Wildlife Hazard Assessment for the Charlotte-Douglas International Airport and has updated their Wildlife hazard management Plan. Loomacres has also provided the airport with FAA annual Wildlife Hazard Management Training

***Wildlife Hazard Management Services and Geese Control, Trenton-Mercer County Airport, Trenton, NJ***  
POC Kurt Neinstedt, Assistant Airport Manager, 609-882-1601, kneinstedt@mercercounty.org

Project Description: Loomacres has been the prime consultant providing wildlife hazard management services to the airport since 2013. Loomacres provides consulting, Canada goose control services, whitetail deer removal, training and annually updates the airport's Wildlife Hazard Management Plan which has been approved by the FAA. Loomacres also conducted the airports Wildlife Hazard Assessment, and assist with the implementation of the airport's wildlife hazard management plan.

***Wildlife Hazard Assessment, and Management Services, Huntsville International Airport, Huntsville, AL***  
POC Ryan Gardner, Operations Manager, 256-258-1201, RGardner@hsvairport.org

Project Description: As part of this project Loomacres had a full time Airport Biologist stationed at Huntsville to assist the airport in carrying out wildlife management activities and implementation of the their wildlife hazard management plan. Loomacres has also completed a Wildlife Hazard Assessment for the Huntsville International Airport. Loomacres also developed the airport's Wildlife Hazard Management Plan. Loomacres has provided the airport's staff with the FAA required Wildlife Hazard Management Training annually and continues to provide wildlife hazard mitigation and consulting.

***Wildlife Hazard Assessment, WHMP update and Related Services for Palm Beach Department Of Aviation, West Palm Beach, FL***  
POC Jeremy Perusse, Operations, jperusse@pbia.org, 561- 471-7413

Project Description: Loomacres' conducted wildlife hazard assessments for the Palm Beach County Park Airport (LNA) and North Palm Beach County Airport (F45). Loomacres also provided PBDOA staff with FAA Wildlife Hazard management Training. Loomacres conducted a complete revision of Palm Beach Internarial Airport's wildlife Hazard Management Plan. Following the completion of the WHA projects the PBDOA has continued to utilize Loomacres to provide FAA wildlife hazard management training to the Palm Beach International Airport staff and provide PBI with on-call wildlife hazard consulting services, these services have included wildlife strike reviews, annual review of the PBI's wildlife hazard management plan, and project reviews.

#### PROJECT APPROACH:

- I. Loomacres will provide Wildlife Biologists to conduct crow population surveys. Crow activity and population numbers will be monitored thought-out the length of the contract. The information gathered will be used by the biologists to develop an integrated wildlife hazard management plan to reduce the number of crows utilizing the city.
- II. Crow roost dispersal will be conducted over a ten-night period (this will vary based on conditions). The exact time frame will be determined by the population surveys and at the request/coordination with the City. In order to conduct the crow dispersal, Loomacres trained personnel will utilize non-lethal harassment methods and techniques including the use of spotlights, forward looking infra-red, and night-vision, to locate the crows. Loomacres will disperse crows

from their roosts by using specialized remote-controlled aircraft, playing distress calls, firing pyrotechnics (screamers & bangers), using handheld lasers, paintball markers, and installing crow effigies. If additional roost dispersals are necessary, they will be conducted based on crow surveys and input from city officials and resident complaints. If needed harassment will be reinforced with deprecation.

- III. Loomacres will provide technical assistance to city management. Loomacres will advise city officials and residents on habitat modification/management techniques as well as additional methods the city and its residents can utilize to reduce the presence of crows.
- IV. As necessary, Loomacres can assist the City of Watertown with public relations. This includes public out-reach and media relations. Loomacres will establish a crow sighting and complaint hotline. This service will help Loomacres pinpoint problem areas. It will allow for the distribution of valuable information regarding the project.
- V. Following the completion of the project Loomacres will analyze the data collected during the surveys and roost dispersals. This data will be compiled into a final report that will highlight the of the Watertown crow dispersal, compare the results to previous crow dispersals and make future recommendations.
- VI. Loomacres Inc. will investigate potential options to make the city less attractive to crows. Some potential options may include installing physical barriers on the roof tops and implementing habitat management practices that will make prone areas less suitable for roosting.

PERMITS:

All federal and state permits that will be required to carry out wildlife harassment will be obtained. Loomacres Inc. will work with the facility to review their current permits and will work to obtain, update and reapply as needed. All Loomacres personnel have firearm safety training before using firearms and are permitted to use explosives. Loomacres is licensed by the ATF to sell, transport, and use both firearms and pyrotechnics. Please see Appendix V for a copy of our firearms and explosive licenses.

PRICING INFORMATION:

The pricing is based on a 3-year contract. Harassment season will be defined as November 1 through March 31. The pricing is based on 10 harassment efforts/nights. Each additional night will be charge lump sum per night for up to ten nights.

Administration & Personnel Costs:	\$4,372.00
Equipment and Supplies:	\$917.00
Total for 10 Nights:	<u>\$5,289.00</u>
<i>Rate for Additional Nights:</i>	<i>\$528.00</i>
<i>Total not to exceed price:</i>	<i>\$10,185.00</i>
Option Year Two:	<u>\$5,390.00</u>
<i>Rate for Additional Nights:</i>	<i>\$539.00</i>
<i>Total not to exceed price:</i>	<i>\$10462.00</i>
Option Year Three:	<u>\$5,559.00</u>
<i>Rate for Additional Nights:</i>	<i>\$559.00</i>
<i>Total not to exceed price:</i>	<i>\$10794.00</i>

Note: The City of Watertown will be billed monthly throughout the contract period. Payments are due thirty days from the date of each invoice.

INSURANCE:

Please see appendix IV for copies of our insurance certificates.

APPENDIX I: FAA QUALIFICATION LETTER



This letter was prepared to provide the Certificate Holder with documentation verifying that Loomacres' personnel meet the requirements of §139.337(c), & (f)(7) outlined in AC No: 150/5200-36a (§6e).

- (1) The Trainer/qualified airport wildlife biologist has the necessary academic coursework from accredited institutions and work experience to meet the qualifications of a GS-0486 series wildlife biologist as defined by the U.S. Office of Personnel Management classification standards.
- (2) The Trainer/qualified airport wildlife biologist has taken and passed an airport wildlife hazard management training course acceptable to the FAA Administrator.
- (3) The Trainer/qualified airport wildlife biologist has while working under the direct supervision of a qualified airport wildlife biologist, has conducted at least one or more Wildlife Hazard Assessments acceptable to the FAA Administrator.
- (4) The Trainer/qualified airport wildlife biologist has successfully completed at least one of the following within five years of their initial FAA approved airport wildlife hazard management training course,
  - (i) An airport wildlife hazard management training course that is acceptable to the FAA Administrator or,
  - (ii) Attendance, as a registered participant, at a joint Bird Strike Committee–USA/Bird Strike Committee–Canada annual meeting.

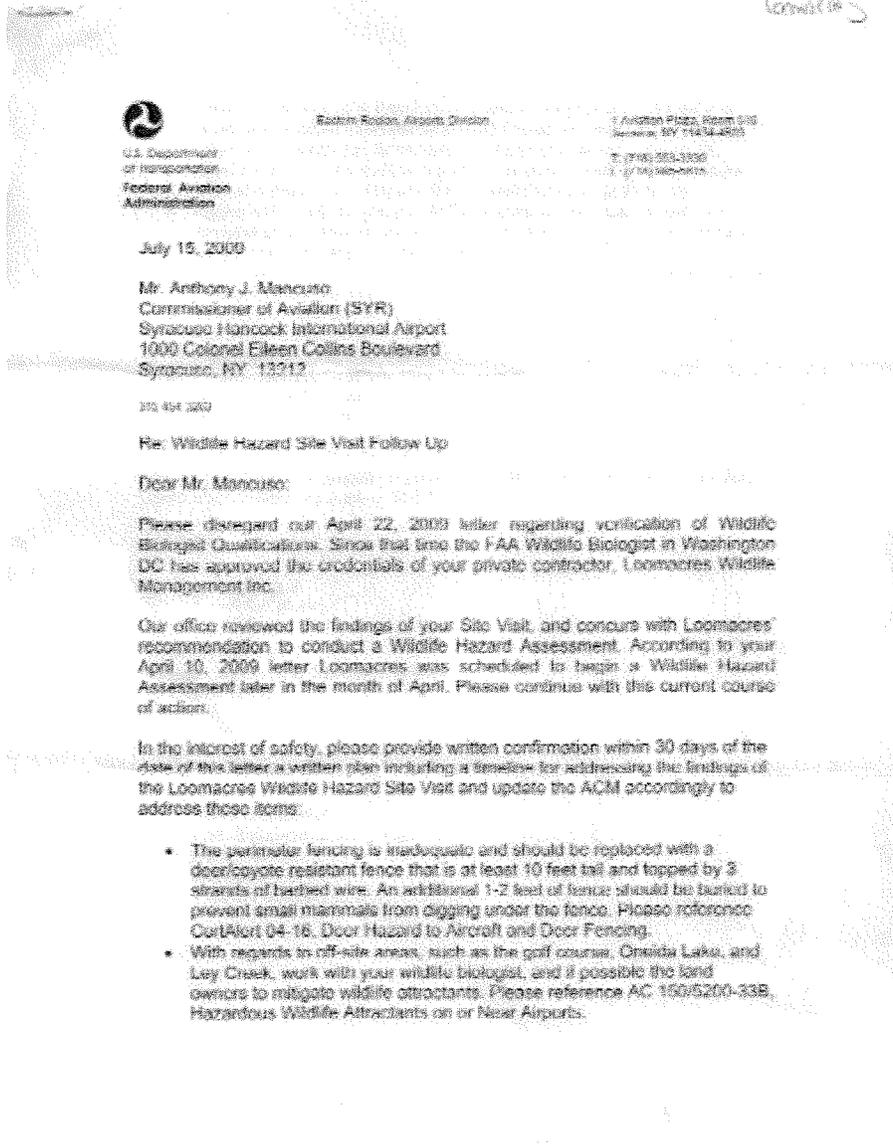
Sincerely,

A handwritten signature in black ink, appearing to read "Cody Baciuska".

Cody Baciuska  
Vice- President

*- P r o f e s s i o n a l - R e l i a b l e - E t h i c a l -*

## APPENDIX II: LETTERS FROM THE FAA CONFIRMING LOOMACRES' QUALIFICATIONS



Cody@loomacres.com

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**From:** AmyAnderson@faa.gov  
**Sent:** Friday, July 13, 2012 3:23 PM  
**To:** Cody Baucuska  
**Cc:** John.Weller@faa.gov  
**Subject:** Airport Biologist Training Course

Cody,

The Airport Biologist Training Course that you submitted meets the criteria in FAA Advisory Circular 150/5200-36A, Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curricula for Airport Personnel Involved in Controlling Wildlife Hazards on Airports, Appendix C. The course therefore is considered acceptable to the FAA Administrator as an airport wildlife hazard management training course as described in the aforementioned AC, Section 6(c)(2).

Amy

Amy L. Anderson  
Wildlife Biologist  
Federal Aviation Administration  
Airport Safety and Standards  
800 Independence Avenue SW  
Washington DC 20591  
Phone: (202) 267-7205

## APPENDIX III: RESUMES/CERTIFICATES

Kristin M. Baciuska  
(518) 542-6305  
kristin@loomacres.com

### **EDUCATION: State University of New York College at Oneonta**

Oneonta, NY 13820

*MS Graduate Program in Biology*

**State University of New York, College of Agriculture and Technology at Cobleskill,**

Cobleskill, NY 12043

*Bachelor of Technology Degree in Plant Science- Conc. Environmental Studies*

### **PROFESSIONAL WORK EXPERIENCE:**

- **Loomacres Wildlife Management Inc.**

*July 2005-Current*

Co-owner and FAA Qualified Airport Wildlife Biologist working primarily on Airport Wildlife Hazard Assessments, Wildlife Hazard Management Plans, Training, Data Collection and Vegetation Surveys.

- **State University of New York- Oneonta, NY**

*October 2008-August 2010*

Part time Research Assistant. Worked on a FAA funded grant project titled "Native & Naturalized Turf Species Suitable for Use On Airports Managed for Wildlife Hazards"

- **State University of New York –Oneonta, NY**

*September 2007-February 2009*

Part time Research Assistant. Part time Research Assistant. Plant collection for NYS Flora Study for underreported counties. Organized collected plant specimens in college herbarium and prepared them for mounting and submission to the NYS Museum and other collections. Plant collection, ID and database creation and entry.

- **USDA Animal Plant Health Inspection Service Wildlife Services- Castleton, NY**

*October 2004 to July 2005*

GS-05 Biological Science Technician Wildlife. Used techniques including pyrotechnics to haze avian species on airports, landfills and in urban areas. Avian and Mammalian Surveys, trapping and database entry. Operated West Nile Virus Hotline. Administrative assistance.

### **PRESENTATIONS:**

- Joint Conference Southern Chapter AAAE, Oklahoma Airport Operators Association 2012, 2016 (Speaker)
- USA/Canada Birdstrike Conference 2010 Salt Lake City, Utah (Speaker)
- Wildlife Management Workshop, Saratoga NY (Poster Presentation)
- USA/Canada Birdstrike Conference 2007,2008 & 2009 (Poster Presentation)

### **PUBLICATIONS:**

- Baciuska, K. (2010) Native and Naturalized Turf Species Suitable for Use on Airports Managed for Wildlife in the Northeastern US. *State University of New York College at Oneonta. Master's Thesis*

### **CERTIFICATES/LICENCES:**

- FAA Qualified Airport Wildlife Biologist
- NYS Pistol Permit Holder
- NYSDEC Commercial Pesticide Applicator
- Embry Riddle Wildlife Hazard Management Workshop
- Rutgers Wetland Delineation Certificate Series

# Embry-Riddle Aeronautical University



The Office of Professional Education  
hereby certifies that

**Kristin Baciuska**

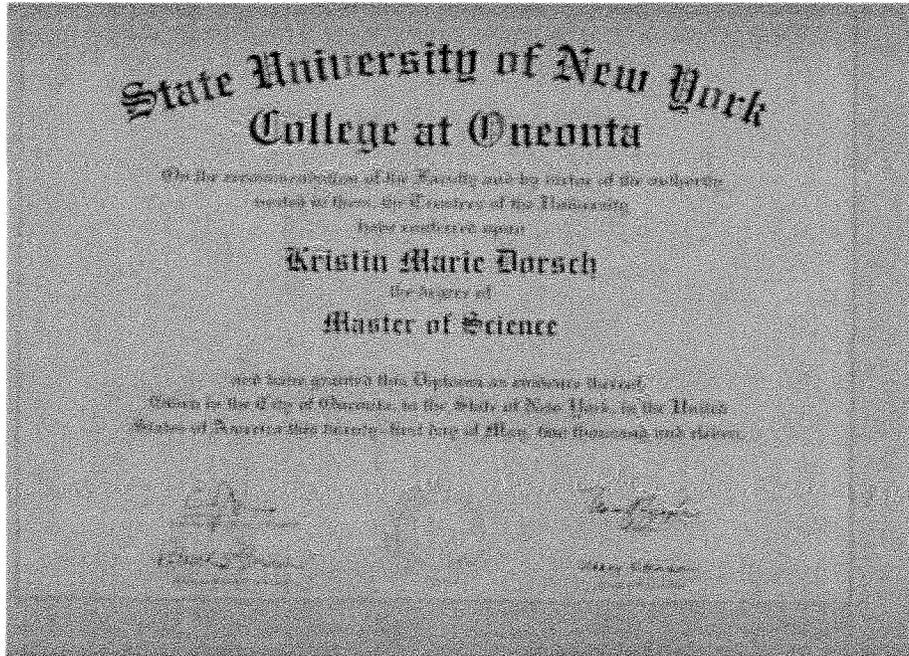
Has successfully completed 2.4 Continuing Education Units in the following:

**SFY-3000 Airport Wildlife Hazard Management Workshop**

In Witness Whereof the signatories are authorized and  
the Seal of the University are hereunto affixed at Daytona Beach, Florida  
this 22<sup>nd</sup> day of January 2010 Anno Domini.

Susan A. Smith  
Executive Vice President, Embry Riddle Worldwide

Robert W. Gentry  
Executive Director, Office of Professional Education



Cody Baciuska  
Loomacres Wildlife Management, Inc.  
cody@loomacres.com  
607-760-8748

**EDUCATION:**

- **State University of New York, College of Agriculture and Technology at Cobleskill**  
*Bachelor of Technology Degree in Animal Science- Concentration Wildlife Management*  
*Associate of Applied Science Degree- Concentration Fisheries and Wildlife Technology*
- **State University of New York at Oneonta**  
*Graduate Coursework in Biology*  
*Bachelors of Science Coursework in Business Finance*

**WORK EXPERIENCE:**

- **Loomacres Wildlife Management, Inc.**  
Co-Owner of Loomacres Wildlife Management. Loomacres provides wildlife and environmental consulting to the aviation industry, government agencies, municipalities, corporations and private individuals. Services range from wildlife and vegetation surveys to development and implementation of wildlife management plans. Loomacres also provides education and training to airport personnel involved in wildlife management.
- **United States Department of Agriculture, Wildlife Services**  
Conducting wildlife surveys, habitat assessments, and wildlife hazard assessments on a number of airports throughout New York. Data collection, entry, analysis, presentation. Assisting in the development of wildlife management plans. Identifying and addressing, damage, disease, and potential human health and safety issues created by wildlife. Use of pyrotechnics, firearms and traps to haze and remove hazardous wildlife. Public relations and outreach and education.
- **National Audubon Society**  
Operated 7 MAPS Bird Banding Stations, responsible for net setup, extracting birds, aging, sexing, banding, data recording and entry, and overall welfare of the birds captured in the nets. Also conducted point counts, breeding bird surveys, nest searching, and vegetation surveys.
- **Wetland Studies and Solutions**  
Wetland restoration and mitigation.

**LICENCES, TRAINING & CERTIFICATIONS:**

- FAA Qualified Airport Wildlife Biologist, NRA Certified Firearms Instructor -Airport Driving Cert., FAA Approved Wildlife Biologist Training, - NYS Pistol Permit, -NYS Wildlife Control Permit, -NYS Hunting and Trapping License, Boater Safety Cert

**PROFESSIONAL MEMBERSHIPS:**

- 2013-present, Steering Committee Chair, Birdstrike-USA
- 2009-present, President of NYS Wildlife Management Association
- 2007- 2009, Director of NYS Wildlife Management Association
- September 2002- January 2003, Secretary of the SUNY Cobleskill chapter of The Wildlife Society
- January 2003- May 2003, Vice President of the SUNY Cobleskill chapter of The Wildlife Society
- 2005-present, Member of National Wildlife Control Operators Association

# State University of New York

College of Agriculture and Technology at Cortland

By action of the authority vested in it,  
and upon recommendation of the Faculty, the Board of Trustees  
hereby confers upon

**Cody Larve Baciуска**

the Degree of

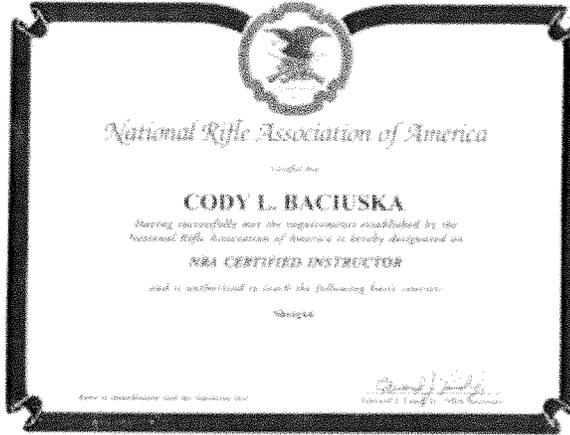
**Bachelor of Technology**

Major in Horticulture, New York,  
this twentieth day of December, 2007

*Handwritten signature*

*Handwritten signature*

*Handwritten signature*



## Embry-Riddle Aeronautical University



Center for Professional Education  
Hereby certifies that

**Cody Baciуска**

Has successfully completed 24 Continuing Education Units in  
Wildlife Hazard Management

In Witness Whereof the signatures are authorized by the Board of Trustees and  
the Seal of the University are hereunto affixed at Daytona Beach, Florida  
this 18<sup>th</sup> day of May 2007 Anno Domini.

*Handwritten signature*

Mark A. ...

*Handwritten signature*

Gregory A. ...



## Julia Priolo

---

### Education

- SUNY Cobleskill (84 Credits earned) (Graduated December 2017)  
Wildlife Management, B.T.  
Current GPA: 3.46
- Paul Smith's College, Wildlife Management (91 Credits earned) (Fall 2013 – Spring 2015)  
GPA: 3.46

### Relevant Courses

- Herpetology
- Ornithology
- Wildlife Techniques
- Wildlife Science
- Wildlife Damage Management
- Waterfowl Ecology and Management
- Terrestrial Ecology
- Biology II
- GIS
- Mammology

### Work Related Experience

- Ornithology surveying** (Spring and summer 2016-present)
  - Bird identification (sight and sound)
  - Point counts
- Duck Banding**, SUNY Cobleskill Student Chapter of Ducks Unlimited (Fall 2015-present)
  - Captured and banded wood ducks and mallards
- Small mammal surveying/trapping**, Fulton county, NY (Fall 2015, Fall 2017)
  - Used Sherman box traps and snap traps to capture small mammals
- Herpetology Surveying**, Fulton county, NY (Spring of 2017)
  - Performed multiple Herpetology surveys (ID, counts)
- Wetland Nursery Technician**, Bleecker NY- Pinelands Nursery and 2017) (Summer 2016 and 2017)
  - In charge of Nursery operations and maintenance, ID of wetland plants and seed collection
- Wildlife Technician**, Loomacres Wildlife Management

- Starling trapping- nest box and baited traps
- Lethal and non-lethal nuisance wildlife mitigation techniques
- FAA 8 hour trainings- education of wildlife hazards on airfields
- Resident goose control- live trapping, nest addling
- Technical report drafting
- Surveys- bird, spotlight, small mammal, owl, insect

### **Computer Skills**

- Able to use GIS program
- Excel spreadsheet and Google sheets experience
- Experience with pivot tables
- Proficient with Microsoft Windows

### **Volunteer Activities**

- |   |                          |
|---|--------------------------|
| • Catskill Golden Eagle Project, Field Crew Volunteer   | (Dec. and Jan. 2015)     |
| • Officer of SUNY Cobleskill Chapter of Ducks Unlimited | (Nov. 2015- Present)     |
| • President of Mohawk Valley Chapter of Ducks Unlimited | (Dec. 2015- August 2017) |
| • Catskill Forest Association Annual Forest Festival    | (Summer 2016 and 2017)   |
| • Wildlife Festival-Cobleskill NY                       | (Spring 2016 and 2017)   |

### **Job Related Skills**

- Follows directions and manages time well
- Can perform minor vehicle repairs
- ID of mammals (small and large)
- Plant ID
- Experience flying drone (minimal)
- Know how to set traps (footholds, conibears, live)
- Able to back up trailers
- Can operate tractors, ATV's, snowmobiles, etc.
- NRA certified to operate firearms

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Bill Antonides

**EDUCATION** **South Dakota State University**  
BS Biology and Wildlife and Fisheries Science

### AREAS OF EXPERTISE

- Experience in completing FAA-approved WHAs and WHMPs
- Extensive wildlife damage control and habitat management experience, both on and off the airport

### JOB EXPERIENCE

- FAA Qualified Airport Wildlife Biologist & Wildlife Hazard Management Specialist
- Wildlife Conservation Officer - SD Department of Game, Fish and Parks
- FAA-certified instructor for the annual training course required by AC 150/5200-36A

### MILITARY EXPERIENCE

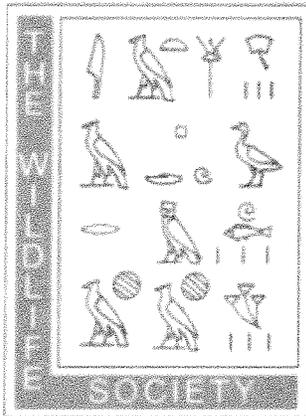
- Military Police - U.S. Army, honorable discharge
- Security Specialist - U.S. Air Force Air National Guard, honorable discharge

### TRAINING

- USDA Aphis Airport Wildlife Hazard Management Training
- Embry-Riddle Wildlife Hazard Management Workshop - Denver, Colorado
- Joint Bird Strike Committee-USA/Birdstrike Committee-Canada Meetings

### REGISTRATIONS

- Qualified Airport Wildlife Biologist under AC 150/5200-36A
- South Dakota Certified HuntSAFE Instructor
- Certified Wildlife Biologist
- Certified Pesticide Applicator



# The Wildlife Society

INCORPORATED IN WASHINGTON, D.C.

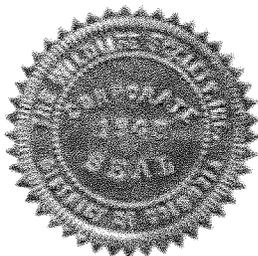
*grants the designation*

## Certified Wildlife Biologist

*to*

### William J. Antonides

*in recognition of fulfillment of all the professional requirements approved by  
The Wildlife Society and verified by the Society's Certification Review Board  
on this 27th day of August 1998. This certificate remains valid provided  
membership in the Society remains in good standing.*



*Thomas J. Lyden*  
President, The Wildlife Society

*James Cook*  
Chairman, Certification Review Board

*Michael White*  
Executive Director, The Wildlife Society

# William M. Natali

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**EDUCATION** University of Pittsburgh  
**Bachelor's degree in Wildlife Biology**

## **WORK EXPERIENCE**

Loomacres Wildlife Management

**Wildlife Biologist 2010-Present**

- Conduct Airport Wildlife Hazard Assessments
- Create Wildlife Hazard Management Plans
- Bird and Mammal Surveys on Airports
- Airport Wildlife Management Services & Consulting
- Airport Wildlife Hazard Management and Consulting
- Wildlife Control and Management on Airports & Golf Courses
- Airport Driving and Security
- FAA Qualified Airport Wildlife Biologist

National Aviary

**Volunteer and Intern**

- Animal Husbandry
- Bird Handling

## **FIELD EXPERIENCE**

- Airport Wildlife Hazard Management Services
- Bird and Bat Mortality Surveys
- Nest Monitoring and Point Count Surveys
- Animal Husbandry
- Identification of Birds by Sight and Sound
- Trapping and Hazing of Wildlife
- Firearms Experience
- Training of Airport Personnel in Wildlife Management and ID

# The University of Pittsburgh

UPON RECOMMENDATION OF THE FACULTY,  
AND BY AUTHORITY OF THE BOARD OF TRUSTEES, CONFERS UPON

WILLIAM MATHEW NATALI

THE DEGREE OF

BACHELOR OF SCIENCE

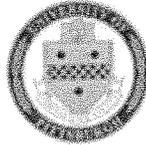
WITH ALL THE RIGHTS, PRIVILEGES AND RESPONSIBILITIES PERTAINING THERETO.

IN WITNESS THEREOF, THE SEAL OF THE UNIVERSITY AND THE SIGNATURES  
OF THE AUTHORIZED OFFICERS ARE AFFIXED AT PITTSBURGH, PENNSYLVANIA.

DECEMBER 19, 2009

*Stephen R. Teitel*  
CHAIRMAN, BOARD OF TRUSTEES

*James V. Moke*  
RECTOR



*Mark G. Henderson*  
CHANCELLOR

*Ng Boon*  
DEAN, SCHOOL OF ARTS AND SCIENCES



# APPENDIX IV: INSURANCE CERTS

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD  
CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<b>1a. Legal Name &amp; Address of Insured (Use street address only):</b> LOOMACRES INC Cody Bacuska PO Box 361 Warsawville, NY 12187 <b>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy):</b>	<b>1b. Business Telephone Number of Insured:</b> (607) 760-8748  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured:</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number:</b> 263-798-424
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder):</b>  City of Dallas Department of Aviation 8608 Cedar Springs Rd. Dallas, TX 75235	<b>3a. Name of Insurance Carrier:</b> The Hartford Insurance Group <b>3b. Policy Number of entity listed in box "1a":</b> 01WECH13833 <b>3c. Policy effective period:</b> 9/27/2014 to 9/27/2015 <b>3d. The Proprietor, Partners or Executive Officers are:</b> included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 10 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

**Please Note:** Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Martha J. Murray  
 (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: 

(Signature) February 18, 2015  
 (Date)  
 Title: Agent of Record

Telephone Number of authorized representative or licensed agent of insurance carrier: (315) 598-6000

**Please Note:** Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue a C-105.2 (9-07) www.wcb.state.ny.us



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eastern Shore Associates 101 Cayuga Street P.O. Box 480 Fulton NY 13069	<b>CONTACT NAME</b> Lynn Burns <b>PHONE</b> (315) 598-6000 <b>EMAIL</b> lburns@eastshore.com <b>WEBSITE</b> www.eastshore.com <b>INSURANCE AFFILIATION</b>
<b>INSURED</b> Loomacres Inc Po Box 361 Waverville NY 12187	<b>INSURER</b> Travelers Casualty Ins Co of NY Travelers Indemnity Company Travelers Group INSURER: INSURER:

COVERAGES: CERTIFICATE NUMBER: 14-15 Master w/waiver REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	DESCRIPTION	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> COMBINED CLAIMS-MADE/OCCUR	X X 840-14670023-14-42	10/23/2014	10/23/2015	EACH OCCURRENCE \$ 2,000,000 DAILY LIMIT \$ 500,000 MED COV. (BY STATE) \$ 5,000 PERSONAL & ADV. BILIT. \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP. PROP. AGG. \$ 4,000,000
	<input type="checkbox"/> AUTO AGGREGATE LIMIT AMOUNT PER POLICY <input type="checkbox"/> POLICY PERIOD <input type="checkbox"/> LOC.				
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OTHERS <input checked="" type="checkbox"/> PASSENGER <input checked="" type="checkbox"/> TAXICAB <input type="checkbox"/> RENTALS <input type="checkbox"/> TRAILERS <input type="checkbox"/> BOAT <input type="checkbox"/> AIRCRAFT <input type="checkbox"/> WATERCRAFT <input type="checkbox"/> OTHER	X X 84-16629599-14-86L	10/23/2014	10/23/2015	BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 3,000,000 BODILY INJURY (Per occurrence) \$ 1,000,000 PROPERTY DAMAGE (Per person) \$ 1,000,000 PROPERTY DAMAGE (Per occurrence) \$ 3,000,000
B	<input checked="" type="checkbox"/> PASSENGER LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X X 85P-17049174-14-42	10/23/2014	10/23/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	<input type="checkbox"/> LIMIT <input checked="" type="checkbox"/> RETENTION 10,000	X X 85P-17049174-14-42	10/23/2014	10/23/2015	
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> T/A <input type="checkbox"/> N/A	01W000023033	9/24/2014	9/24/2015	<input checked="" type="checkbox"/> DISABILITY <input type="checkbox"/> DEATH <input type="checkbox"/> MEDICAL EXPENSE <input type="checkbox"/> BENEFITS
	<input type="checkbox"/> SICK LEAVE <input type="checkbox"/> SHORT-TERM DISABILITY <input type="checkbox"/> LONG-TERM DISABILITY				D.1. DISEASE - SA EMPLOYEES \$ 100,000 D.1. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Check ACCORD 101, Additional Events Schedule, if known apply is required)

<b>CERTIFICATE HOLDER</b>  City of Dallas Department of Aviation James Archie 8008 Cedar Springs Rd. Dallas, TX 75235	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Martha Murray/GALL
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ACORD 23 (201003) © 1989-2010 ACORD CORPORATION. All rights reserved.



In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To 244 Needy Road Martinsburg, WV 25405-9431	License Number <b>6-14-095-01-8A-01403</b>
Chief, Federal Firearms Licensing Center (FFLC) <i>Tracy Robertson</i>	Expiration Date <b>January 1, 2018</b>
Name <b>LOOMACRES INC</b>	

Premises Address (Changes? Notify the FFLC at least 30 days before the move.)  
**134 MARKLEY RD  
 COBLESKILL, NY 12043-**

Type of License  
**01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES**

**Purchasing Certification Statement**

The licensee named above shall use a copy of this license to assist a transferee of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on such copy must be an original signature. A faded, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under the type of license:

Mailing Address (Changes? Notify the FFLC of any changes.)  
**LOOMACRES INC  
 134 MARKLEY RD  
 COBLESKILL, NY 12043-**

Licensee Responsible Person Signature  
*LUDY BACIUSKA*  
 Printed Name

Position Title  
*VP*  
 Date  
*2/2/15*

ATF Form 5300-38 (11-2010) Rev. 11/10

**Federal Firearms License (FFL) Customer Service Information**

Federal Firearms Licensing Center (FFLC) | Toll-free Telephone Number (800) 942-2750 | ATF Homepage: www.atf.gov  
 244 Needy Road | Toll-free Fax Number (800) 257-2749 | FFL e-Check: www.atfonline.gov/fflcheck  
 Martinsburg, WV 25405-9431 | E-mail: FFLC@atf.gov

**Change of Address (27 CFR 478.52)** Licensees may, during the term of their current license, remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 5300-38, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. **(The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)**

**Right of Succession (27 CFR 478.56)** (a) Certain persons other than the licensee may secure the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided in this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

Cut Here ✂

**Federal Firearms License (FFL) Information Card**

License Name **LOOMACRES INC**

Business Name

License Number **6-14-095-01-8A-01403**

License Type **01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES**

Expiration **January 1, 2018**

Please Note: Not valid for the Sale or Other Disposition of Firearms

FFL Newsletter - Electronic Version Available  
 Sign-Up Today!

FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit their FFL number and e-mail address to: FFLNewsletter@atf.gov.

The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.

Res No. 5

October 15, 2019

To: Richard M. Finn, City Manager  
From: Michael A. Lumbis, Planning & Community Development Director  
Subject: Approving Amendment No. 1 to the Agreement for Professional Services with Elan Planning Related to Preparing a Comprehensive Plan for the City of Watertown

The City Council approved a contract with Elan Planning on July 16, 2018 to prepare a Comprehensive Plan for the City of Watertown. The budget for that contract was based on the proposed budget contained in Elan Planning's Comprehensive Plan proposal, submitted to the City on March 23, 2018. In that proposed budget, the line item for "Total Estimated Expenses" for attending Steering Committee meetings was \$4,000.

However, Elan based that estimate in anticipation of seven (7) Steering Committee meetings. The planning process ultimately required eleven (11) such meetings. The additional meetings were requested by the City. This is in addition to travel for other meetings, such as City Council work sessions and open houses, for which there was also added travel after a blizzard postponed some open houses and necessitated an extra trip last February.

As such, Elan Planning has exhausted its estimated \$4,000 in expenses and has requested an extra \$3,000 to cover expenses related to the extra meetings. Budget Amendment No. 1 will increase the budget for Expenses to a total amount not to exceed \$7,000.

Staff proposes to cover the cost of this increase using Community Development Block Grant (CDBG) funding from CDBG Program Year 2018-2019. It should be noted that CDBG funds will pay for the entire \$3,000 increase and there is no out-of-pocket cost to the City.

A resolution approving Amendment No. 1 to Elan Planning's contract for an additional \$3,000 in Expenses has been prepared for City Council's consideration.

ACTION: City Manager recommends approval.



# RESOLUTION

Page 1 of 1

Approving Amendment No. 1 to the Agreement For Professional Services with Elan Planning Related to Preparing a Comprehensive Plan for The City of Watertown

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member Compo, Sarah V.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS the City Council approved an Agreement with Elan Planning on July 16, 2018 for Professional Services related to preparing a Comprehensive Plan for the City of Watertown, and

WHEREAS additional travel and materials expenses were required during the planning process than initially proposed, and

WHEREAS Elan Planning has requested to increase the "Total Estimated Expenses" line item in the proposed budget to \$7,000 from the previous amount of \$4,000, and

WHEREAS the \$3,000 increase will pay for travel and materials expenses related to four meetings in the autumn months of 2019, as detailed in Exhibit A: Additional Project Expense Component" in the attached documentation, and

WHEREAS Amendment No. 1 to the agreement between the City and Elan Planning has been drafted, a copy of which is attached and made part of this resolution.

NOW THEREFORE BE IT RESOLVED that the City Council approves Amendment No. 1 to the Agreement for Professional Services with Elan Planning, and

BE IT FURTHER RESOLVED that the City Manager, Richard M. Finn, is hereby authorized and directed to execute said Amendment on behalf of the City of Watertown.

**Seconded by**



18 DIVISION STREET  
STUDIO 304  
SARATOGA SPRINGS  
NEW YORK 12866  
PHONE 518-306-3702  
FAX 518-226-0469

October 14, 2019

Mr. Michael Lumbis  
Planning & Community Development Director  
City of Watertown  
245 Washington Street, Suite 205  
Watertown, NY 13601

**RE: *Elan Project No. 18-010 – City of Watertown Comprehensive Plan - Additional Expense Budget Request - Amendment No. 1***

Dear Michael:

As discussed, we are submitting this Amendment No. 1 Change Order Request to increase the expense budget associated with the above referenced agreement. This request is necessitated to complete four meetings to cover costs for travel, printing and meeting materials.

Elan is requesting \$3,000 in additional expenses increasing the expense budget to \$7,000. Please see attached Exhibit A for a breakout.

Thank you for allowing us to submit the proposed amendment to our expense budget for this project. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Nagle". The signature is written in a cursive, flowing style.

Lisa Nagle, AICP, RLA  
Principal

**AGREEMENT AMENDMENT NO.1**

**CITY OF WATERTOWN, NY and  
ELAN PLANNING, LANDSCAPE ARCHITECTURE AND ENGINEERING D.P.C.  
COMPREHENSIVE PLAN**

The Agreement entered into on the 18th day of July, 2018 by and between the City of Watertown, a municipal corporation having its principal office located at 245 Washington Street, Watertown, New York 13601, hereinafter referred to as the "City" and Elan Planning, Landscape Architecture and Engineering, D.P.C. hereinafter, "Elan", with its principal office at 18 Division Street, Saratoga Springs, New York 12866, and

WITNESSETH:

WHEREAS the City requires services beyond the original Scope of Work in order to have Elan complete a committee meeting, a council meeting and two more public engagement meetings, and

WHEREAS the four additional meetings were beyond the seven (7) Steering Committee meetings that were initially identified in the initial Proposed Schedule that the original contract was based upon, and"

WHEREAS Elan has provided an additional expense fee proposal, attached herewith and made part of this Amendment,

NOW THEREFORE, the City and Elan do mutually agree to amend their Agreement dated the 18th day of July, 2018 and amended on October 14, 2019, as follows:

Elan fee component expenses are increased by \$3,000 for a total amount not to exceed \$7,000, and the expense fee total provided in Exhibit A shall hereby include and incorporate the additional expense component attached herewith.

**City of Watertown:**

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date:

Elan Planning, Landscape Architecture and  
Engineering, D.P.C.

  
\_\_\_\_\_  
By:

October 14, 2019  
\_\_\_\_\_



18 DIVISION STREET  
STUDIO 304  
SARATOGA SPRINGS  
NEW YORK 12866  
PHONE 518-306-3702  
FAX 518-226-0469

**EXHIBIT A**  
**ADDITIONAL PROJECT EXPENSE COMPONENT**

---

The additional \$3,000 project expense component is requested to cover expenses for the following meetings:

- 1) Public Meeting - September 25, 2019
- 2) Common Council Meeting - October 16, 2019
- 3) Committee Meeting – November 6, 2019
- 4) Public Meeting - TBD

Expenses are related to: travel including mileage, hotel, food, in-house plots, in-house printing and related supplies.



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CITY OF WATERTOWN, NEW YORK  
PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

SUITE 304, CITY HALL  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601-3362  
TEL. (315) 785-7740  
FAX (315) 785-7829

MICHAEL A. LUMBIS  
PLANNING & COMMUNITY  
DEVELOPMENT DIRECTOR

July 18, 2018

Lisa Nagle  
Elan Planning, Landscape Architecture and Engineering, D.P.C.  
18 Division Street, Studio 304  
Saratoga Springs, NY 12866

*Re: City of Watertown Comprehensive Plan - Professional Services Agreement*

Dear Lisa:

Attached for your review and file is an executed copy of the Professional Services Agreement between the City of Watertown and Elan Planning, Landscape Architecture and Engineering, D.P.C. for the City of Watertown Comprehensive Plan Project. As you know, we are extremely excited to begin this historic undertaking for the City and look forward to working with you and your team throughout the next year.

If you have any questions, please feel free to contact me at anytime.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael A. Lumbis". The signature is fluid and cursive.

Michael A. Lumbis

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

**THIS AGREEMENT** made on the 16<sup>th</sup> day of July in the year of Two Thousand and Eighteen 2018

**BETWEEN:**

The City of Watertown  
245 Washington Street, Suite 205  
Watertown, NY 13601 (hereinafter "Client")

and:

Elan Planning, Landscape Architecture and Engineering, D.P.C.  
(hereinafter "Elan")  
18 Division Street, Studio 304  
Saratoga Springs, NY 12866

**WITNESSETH THAT:**

**WHEREAS**, Elan Planning, Landscape Architecture And Engineering, D.P.C., LLC (hereinafter "Elan") is interested in preparing a Comprehensive Plan for the City of Watertown, New York (Client), in the County of Jefferson, as described in the issued project Request for Proposals dated March 23, 2018; and

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

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

**WHEREAS**, Elan's project subconsultants are: River Street Planning & Development, Politi + Siano Architects, PLACE Alliance and Gyomo Architecture Engineering & Land Surveying DPC; and

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

**ARTICLE 1 ELAN'S SERVICES**

See Attachment A Scope of Work.

**ARTICLE 2 CLIENT'S RESPONSIBILITIES**

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

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

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

**ARTICLE 3 ELAN’S RESPONSIBILITIES**

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

**ARTICLE 4 TERMINATION OR SUSPENSION**

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

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

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

**ARTICLE 5 MISCELLANEOUS PROVISIONS**

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

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

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

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

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

§ 5.6 The project completion date where Elan’s services and the clients’ review of project deliverable is completed shall not exceed November 30, 2019.

**ARTICLE 6 PAYMENTS TO ELAN**

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

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

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

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

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

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

§ 6.2.3 graphic reproductions;

§ 6.2.4 shipping of documents;

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

§ 6.3 PAYMENTS ON ACCOUNT OF ELAN'S SERVICES

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

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

**ARTICLE 7 BASIS OF COMPENSATION**

The Client shall compensate Elan as follows:

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

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

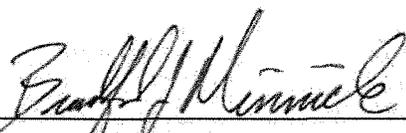
A Lump Sum Fee of One Hundred Seventy Nine Thousand Eight Hundred and Forty Dollars (\$179,840) for Professional Services and expenses up to \$4,000. Should the Client seek services beyond those set forth in Article 1, an equitable revised scope of services and fee will be prepared and enacted upon mutual agreement between the Client and Elan as an amendment to this contract. Fees will be based on Elan's published rates of \$130 per hour for Principals, \$65 - \$135 per hour for staff and \$65 per hour for administration. This rate is for 2018 and is subject to change annually on January 1<sup>st</sup>.

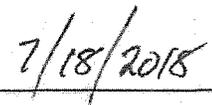
**PROFESSIONAL SERVICES AGREEMENT – ELAN PLANNING, LANDSCAPE ARCHITECTURE AND ENGINEERING, D.P.C.**

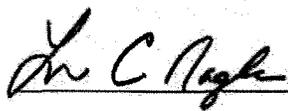
§ 7.3 PAYMENTS on account of Elan's services and for Reimbursable Expenses shall be made in accordance with § 7.5. Payment shall be based on percent complete for each work task as stated in monthly statement issued by Elan to the Client.

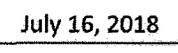
§ 7.4 FOR REIMBURSABLE EXPENSES, as described in Article 6, and any other items identified as Reimbursable Expenses, are included in the Lump Sum Fee amount. The Lump Sum Fee amount represents the total contracted amount to be paid to Elan for the contract including work performed by sub-contractors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

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

  
\_\_\_\_\_  
CLIENT: Bradford J. Minnick  
City Manager

  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
ELAN: Lisa Nagle, Principal

  
\_\_\_\_\_  
DATE

## Scope of Work

The following Scope of Work builds on the tasks identified by the City of Watertown in the RFP. As the prime consultant and project manager of the planning process, Elan Planning, Landscape Architecture and Engineering, D.P.C. (hereinafter “Elan”) will act as the point of contact between an appointed Advisory Committee, City and consulting team. Elan will play a coordinating role throughout all tasks detailed below to ensure the Elan Team meets the project timeline and your expectations.

### Task 1: Project Initiation

The goal of this task is to establish and confirm project schedule, study area, scope and aspirations.

#### Task 1.1 Project Management, Coordination, and Engagement Strategy

The project will begin with overall coordination, document review, confirmation of a public engagement strategy, and scheduling. This task will include:

- Working with the City Staff to refine the project approach, work plan, and schedule.
- Defining the roles, responsibilities and main points-of-contact for the Committee, City staff, the Elan Team, and other participating public and private entities.
- Reviewing and confirming our understanding of the project goals and your aspirations.
- Establishing a schedule of regular check-in calls to discuss project status, interim products, and receive guidance and direction. We recommend scheduling calls for every other week for a check in discussion with project leadership, which may include both content and project management issues.
- Developing a community engagement strategy, including major milestones. The strategy will be customized to the Watertown community and consider hard-to-reach populations, such as the renter population. As part of developing the outreach strategy we will consider the impacts of ethnicity, culture, and socio-economic status on equity and engagement.

*Deliverables: Project initiation meeting, refined scope and schedule, draft community engagement plan, project coordination protocols*

#### Task 1.2 Advisory Committee Kick-Off Meeting

This meeting will initiate the process of working with the project Advisory Committee. Topics to cover in the meeting will include:

- Introduction of the Elan Team
- Project Advisory Team introductions
- Review of the project approach, work plan, and schedule
- Identification of key stakeholders
- Initial SWOT Exercise

*Deliverable: Advisory Committee kick-off meeting and meeting notes.*

## **Task 2: Understanding Watertown's Needs and Opportunities**

The goal of this task is to understand Watertown's existing context, current trends, planned projects, and stakeholder priorities.

### *Task 2.1 Summarize Past and On-Going Planning Efforts*

The Elan Team has recently completed the City's DRI Strategic Investment Plan. A component of that work involved the same task. The work completed in the DRI process will be utilized here in the Comprehensive Plan as well.

*Deliverable: Briefing report of past and on-going planning efforts (note: the summary used in the DRI Strategic Plan will be used as the foundation. Additions will be made, as necessary.*

### *Task 2.2 Mapping & Analysis*

The Elan Team will utilize Geographic Information Systems to analyze existing conditions in the City, revealing deeper insights into data, such as patterns, relationships, and situations to help inform recommendations made later. Mapping will include:

- Existing Land Use
- Existing Zoning
- Environmental features: steep slopes, wetlands, flood plains, natural habitats, known brownfields
- Asset inventory: parks, open spaces, trails (existing and planned), key destinations, academic and cultural institutions, historic assets, scenic viewing areas
- Current, emerging and projected demographic trends and opportunities
- Potential underutilized, catalyst or development opportunity sites along the riverfront and in and around the Village.
- Publicly-owned land or right-of-way and any privately-owned but development-restricted land adjacent to the riverbank.
- Transportation network: high traffic volume roadways, existing and proposed bike connections, bus routes

*Deliverable: Up to 10 hard copy prints of 11"x17" maps; one set of 24"x36" maps; all maps in PDF format and all GIS mapping data; briefing report identify trends, patterns and opportunities*

### *Task 2.3 Economic & Demographic Overview: Yesterday & Today*

Using existing economic and demographic data, the Elan Team will develop an overview of the City of Watertown's economic and demographic trends. The American Community Survey will be the primary source of information collected, including past and projected data. Existing reports recently completed will also be used as a starting point for some aspects, such as the recently completed housing study undertaken by the Development Authority of the North Country. The information will primarily be presented with the use of tables, charts and infographics. Data to be reviewed will include:

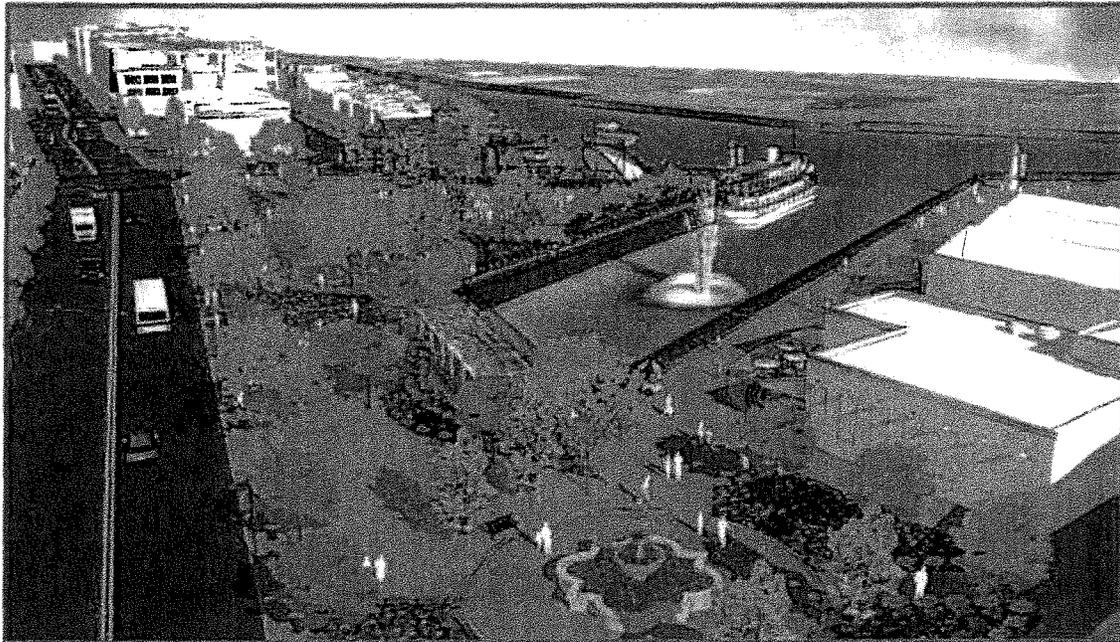
- Population
- Households
- Race & Ethnicity
- Age & Sex
- Income & Poverty
- Educational Attainment
- Housing Units: Tenure & Occupancy

*Deliverable: Existing conditions briefing report, including housing analysis to identify opportunities and gaps in DANC's recently completed housing market analysis*

#### Task 2.4 Economic Development Opportunities Analysis

This section will provide an overview of Watertown's economy including the industry and business mix, employment, and workforce characteristics and trends with a focus on identifying future opportunities to grow the City's economy. An economic base analysis will be provided that identifies the largest, fastest growing, most concentrated (location quotient analysis), and most competitive industries (shift-share analysis). A retail leakage analysis will also be conducted to examine gaps in the City's current retail offerings. A SWOT analysis will be prepared using the economic base data analysis, public input, and other information collected throughout the planning process. The analysis provided in this section will inform economic development strategies and help the city prioritize the industries and businesses to focus its efforts on.

*Deliverable: Existing opportunities briefing report*



Task 2.5 Evaluation of Existing Historic, Art & Cultural Opportunities

The recognition of a Watertown's arts and culture assets (and the marketing of them) is an important element of enhancing the City's economic development potential. Creatively acknowledging and marketing these assets can attract a strong workforce and new business, as well as help sustain a positive quality of life. The Elan Team will inventory these assets in the City and interview those responsible for each to seek new opportunities going forward.

*Deliverable: Existing conditions and opportunities briefing report*

Task 2.6 Existing Zoning Diagnostic

The Elan Team will review the various planning documents to identify proposed zoning recommendations and other recommendations as they relate to policy aspects as identified in the development of the Comprehensive Plan. The existing zoning ordinance and zoning map will also be reviewed to identify issues and inconsistencies, incorrect cross-references, and other key aspects that may be outdated and not consistent with NYS State General City Law. While the entire ordinance will be reviewed, emphasis will be placed on the allowed uses, dimensional standards, zoning map, and supplemental regulations. These aspects are at the heart of any zoning ordinance and should be aligned with the policy direction of the Comprehensive Plan. This zoning diagnostic will set the stage for writing a new zoning ordinance for the City.

*Deliverable: Focus Group meeting to review existing zoning ordinance; 'station' dedicated to existing zoning at the planned Open House events; zoning diagnostic briefing highlighting needs for change to be consistent with the policies and projects recommended in the Comprehensive Plan.*

Task 2.7 Community Engagement

The Elan Team believes that every successful project is built on a strong foundation of community engagement. By involving the public and key stakeholders early and often a level of ownership and buy-in is created. It can also help build local capacity by finding the local 'champions', educating them on the planning process, and equipping them the tools necessary to realize success. Our engagement methods will involve the following:

- **Stakeholder Interviews & Focus Groups.** The ELAN Team will work with the Advisory Committee to develop a list of important stakeholders to be consulted in the process. We will facilitate a series of focus group discussions and individual interviews in order to gather additional perspectives to the process. Potential Focus Groups may be created around common themes/expertise areas such as economic development and business owners; transportation and infrastructure; historic preservation and neighborhood development.
- **Open House Events.** Public Open House events are a low-key method of gathering thoughtful input from a variety of interested prospective participants that might otherwise be intimidated to participate sharing their thoughts and ideas. Our open house events are set up with a series of stations that allow participants to use sticking notes and dots to express their input. These stations are set up around particular topic areas, specific questions and key sites that we are looking for ideas. Our professional

staff also participates in these events to have one-on-one conversations with individuals that just need to talk through a topic. Our experience with these events has allowed us to receive meaningful, thoughtful input from a variety of perspectives, and it removes the opportunity for a meeting to be hijacked by an individual with a specific issue. We recommend having a series of these open house events to be set up based on the elementary school boundaries. Using these boundaries as a starting point will also allow us to uncover very specific information at a 'neighborhood' level. We recommend that an open house event take place twice in each of these areas, once near the early stages of the process and again near the end.

- **Project Website.** The Elan Team will create a website that will be linked to the City's website. The intent of the website will be to share draft report materials, gather community input and to announce project meetings and updates.
- **Photovoice.** Photovoice is a tool used in community development to document places of interest, good or bad, and to help build community relations, bringing new insights and perspectives which raise awareness of hidden or overlooked issues and aspects of the community. The Elan Team will use the project website to gather and organizes these places of interest. We also believe that our elementary school-based outreach organization will help to garner even more insights from the community.

*Deliverable: Summaries of interviews and focus groups; overview of Open House events key takeaways report; project website; briefing report of all outreach common themes and key findings*



*An Elan Public Open House Event*

### Task 3: Setting the Vision & Goals

A vision statement is a future-oriented declaration of Watertown's purpose and aspirations. The following goals will flow directly from the vision. Very often, goals are established for the various functional components of the Comprehensive Plan, such as land use and zoning, transportation, housing and neighborhoods, economic development, and parks and recreation. These goals will then help to establish the foundation for the supporting project and policy recommendations that follow.

To establish the Vision and Goals, participants will be asked at the initial Open House events to share their top five words that emulate their vision for the future of Watertown. These words are then grouped based on their similarities and will be woven into the Vision Statement and Goals to be developed by the Advisory Committee. When a draft of the Vision and Goals are completed, they will be posted on the project website for community comments.

*Deliverable: Community-driven Comprehensive Plan Vision and supporting goals*

### Task 4: Comprehensive Plan Development

Based on community, Advisory Committee, and stakeholder feedback from earlier tasks, we will begin to develop draft policy and project recommendations. We have two alternative approaches for developing these recommendations that will be vetted with the Planning Department and Advisory Committee before a preferred approach is finalized. The first approach involves a more traditional approach in which recommendations are organized by specific topic areas, such as land use and zoning, transportation, economic development, etc. An alternative approach is to develop the Comprehensive Plan as a collection of "neighborhoods." The same type of topic area information is developed for each "neighborhood", and includes a Citywide Policy Plan. The advantage to this approach is that it often leads to a higher degree of both pride and ownership among residents residing within various parts of the City. For Watertown, this approach may also lead to the creation of Neighborhood Associations, which can become important partners in community revitalization.

#### Task 4.1 Preliminary Policy & Project Recommendations

Watertown's ultimate redevelopment and revival will be most successful if the Comprehensive Plan thoughtfully integrates the various systems that make up the community. Zoning must reflect future land use patterns. Transportation systems must be coordinated with new investments and integrate multi-modal considerations. Parks and trails will catalyze development and create value. Sustainability goes hand in hand with human health and environmental education opportunities. Our approach to the creation of your Comprehensive Planning will begin with development of preliminary concepts for improvements and transformations, integrating economic development ideas with housing, parks, and quality public spaces; mobility and connectivity recommendations; emerging technologies based on Smart Cities principles; enhancements to stormwater and environmental systems; and recommendations for a new, modern zoning ordinance.

This phase will include the development of concept design drawings for catalytic

development projects indicating building massing, relationship to the public realm and context. These drawings will be an important step toward showing urban design and architectural guidelines for future development, particularly when zoning is being developed in follow up work.

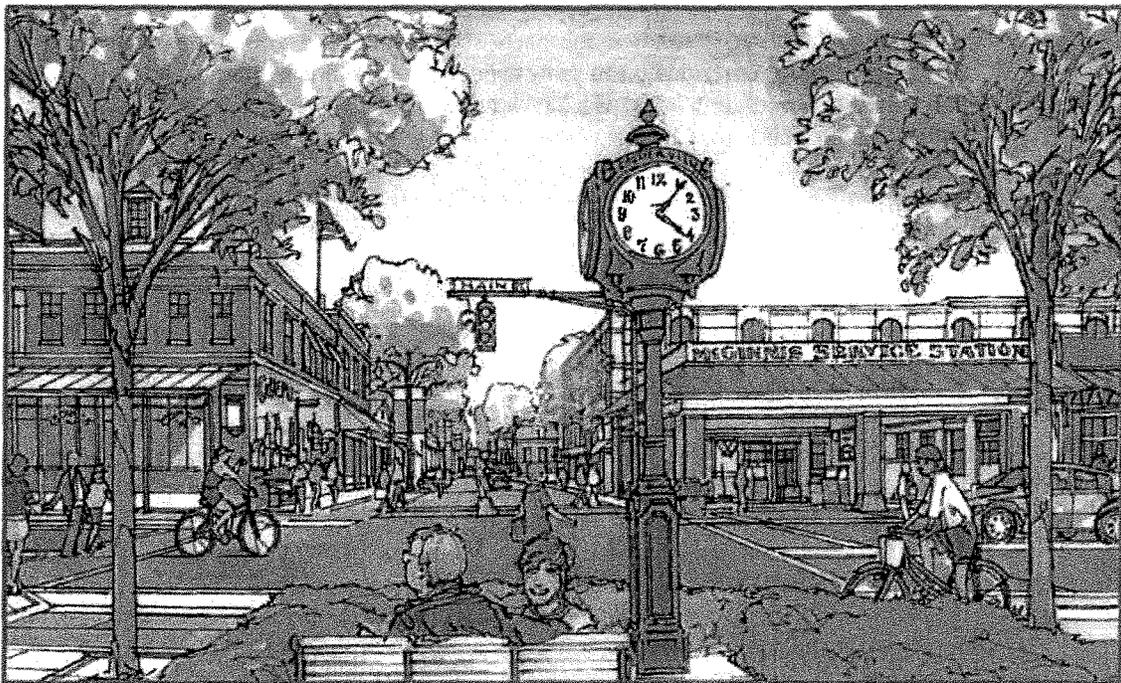
*Deliverable: Meeting facilitation to determine policy and project recommendations; Public Open House coordination; summary report of preliminary policy and project recommendations; graphic illustrations to help portray specific policy recommendations*

#### Task 4.2 Draft Comprehensive Plan

After developing a preliminary set of policy and project recommendations with the Advisory Committee, the Elan Team will organize the second series of Community Open House events. These events will be organized in the same manner as the initial Open House events in that there will be a series of 'stations' set up throughout the room for participants to provide input with the use of sticky notes and dots. Again, the Elan Team members will be present to meet with residents to address specific questions and provide guidance.

After this event, the Advisory Committee will reconvene to refine policy and project recommendations. During refinement, additional detail will be added to the recommendations and developed into a Draft Comprehensive Plan.

*Deliverable: Public Open House to gather feedback from the community regarding preliminary policy and project recommendations for further refinement; Open House briefing report; emerging draft Comprehensive Plan*



#### Task 4.3 Implementation Strategy

This task involves a comprehensive evaluation of all recommendations and organizes them to be implemented in a manner that is consistent with community priorities and cumulatively builds on the success of other recommendations. The Elan Team will work with the Advisory Committee and Planning Department to prioritize capital improvements and policy changes. With this information, the Elan Team will create a proposed high, medium and low priority phasing schedule for implementation.

The Elan Team will also develop a list of potential funding strategies and creative solutions for implementation and funding of the Comprehensive Plan. The strategies will include public and private funding sources and mechanisms to address projects including remediation of brownfields, transportation improvements, pedestrian connections, and public space improvements. For the top priority projects, the strategy will consider a range of sources from grant opportunities to developer incentives such as job creation incentives and tax abatements.

Finally, implementation of the Comprehensive Plan will require collaboration, experienced management, and partnerships among multiple departments and entities within the community and the region. The Elan Team will work with the Advisory Committee to recommend roles and responsibilities for important implementation tasks. This component will provide a structure and direction for future collaboration while allowing flexibility.

*Deliverable: Final Implementation Strategy*

#### Task 4.4 Final Comprehensive Plan

In this final report, Draft Comprehensive Plan edits and refinements will be incorporated and the Implementation Strategy will be integrated into the document.

*Deliverable: Final Plan Document*



## CITY OF WATERTOWN, NEW YORK

### DEPARTMENT OF ENGINEERING

Room 305, Municipal Building  
245 Washington Street  
Watertown, New York 13601

Tel. (315) 785-7740  
Fax (315) 785-7829

Res No. 6

October 1, 2019

To: Richard M. Finn, City Manager

From: Thomas M. Maurer, Interim City Engineer

Subject: Change Order No. 1 for the Sidewalk Improvement Project District 13,  
Luck Brothers, Inc.

Change order No. 1 was necessary to complete the project due to change in the estimated quantities. Some homeowners elected to add on to the initial scope of work and agreed to full frontage or other quantities over the initial inspection which amounted to \$14,904. Unfortunately the City will be required to pay this additional cost because these effected property owners hit the \$3,000 cap established by the City.

1.06.08	4" CONCRETE SIDEWALK OVER 16'	1501 SF @ \$10.00/SF
1.06.011	6" CONCRETE SIDEWALK UP TO 16'	8 SF @ \$16.50/SF
1.06.12	6" CONCRETE SIDEWALK OVER 16'	992 SF @ \$11.00
1.12.00	ASPHALT REPAIR	169.78 SY @ \$87.00/SY
Extra	Replace exiting retaining wall	\$13,582.00

**Total change order** **\$44,643.63**

Original Contract Amount	\$244,438.00
Total Contract to Date w/C.O. 1	\$289,081.63
Home Owner Responsibility	\$116,921.60
Cost to the City	\$172,460.03

ACTION: City Manager Recommends Approval

**RESOLUTION**

Page 1 of 1

Accepting Change Order No. 1  
for the Sidewalk Improvement  
Project District #13

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa L  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

***Introduced by***

WHEREAS on February 19, 2019, the City Council accepted the bid from Luck Brothers, Inc. for the Sidewalk Improvement Project District 13 in the amount of \$244,438, per City specifications, and

WHEREAS Luck Brothers, Inc, has submitted Change Order No. 1 in the amount of \$44,643.63 for additional work that was requested by the City and additional work that was required to complete the project,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby accepts Change Order No. 1 submitted by Luck Brothers, Inc. in the amount of \$44,643.63 for the Sidewalk Improvement Project District #13, bringing the total amount of the contract to \$289,081.63, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all documents necessary to accept Change Order No. 1 on behalf of the City.

***Seconded by***

October 16, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager  
Subject: Request for Abate – 207 East Lynde Street

A handwritten signature in black ink, appearing to read 'RMF', is written over the 'From:' line of the header.

I received a request to abate the surcharge from the City of Watertown on the cost of picking up trash and debris at the above address.

I have reviewed the facts of this request and have decided to abate the \$250.00 fee in accordance with §320-10 approved by City Council November 4, 2013.

No action required.



To: Elaine

Case Number: ENF2019-05-00384

Customer ID: DPW00008050

Property: 207 Lynde St E, Watertown, NY 13601

Date: 10/2/19

Trash Debris events:

- I received a letter dated 5/30 for Trash debris at 207 E Lynde on June 3<sup>rd</sup>. The property manager contacted the tenant. Tenant informed manager that it was trash from neighbor.
- June 3<sup>rd</sup> 8:42 am, property manager messaged maintenance to pick up trash, maintenance responded "sure".
- Maintenance timesheet shows trash being pick up on June 3<sup>rd</sup>.
- I believe there is trash on the neighbor's property that we are being blamed/billed for. Every time I visit this property the neighbors have trash out. There is trash just sitting out there today when I was over there 10/2/19. Corner of East Lynde and Lansing. 602 Lansing/205 Lynde St E I believe.
- I received an invoice a few weeks later. I called the number on the invoice, explained what happened, and whoever took the call either told me they "would take care of it" or "let the person in charge know". I didn't take notes as I just figured it was an innocent mistake.
- 10/1/19 I receive another invoice. I called the number on the invoice, I got to engineering, then Christine in City Code and she directed me to the City Manager's office. Jennifer from the City Manager's office told me to write a letter.
- I feel this invoice should be withdraw, as I'm 100% confident the trash was removed on my property on June 3<sup>rd</sup> for the notice that was sent. Anytime a rental of mine has received a debris notice, I have it picked up that day. Check any property owner by "Jerry Gardner" "N&G Rentals" or "Dillon House LLC". The garbage that would have been picked up would have been from the neighbors and on the neighbor's property.
- Contact me at (315)788-2383 with any questions or my property manager Robert Gardner (315)777-2189

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry R. Gardner". The signature is written in a cursive style with some loops and flourishes.

Jerry Gardner

# CITY OF WATERTOWN INVOICE

Customer Id DPW00008050

Invoice Number 2019/40/0066946  
Invoice Date 6/19/2019  
Invoice Due Date 7/19/2019

N & G RENTALS LLC  
PO BOX 907  
WATERTOWN NY 13601

Mail Remittance To:  
CITY COMPTROLLER'S OFFICE  
ROOM 203, CITY HALL  
245 WASHINGTON STREET  
WATERTOWN NY 13601  
(315) 785-7754

Desc: TRASH/DEBRIS 207 LYNDE ST E Prop Loc: 207 LYNDE ST E



Muni/Sbl: 221800 3-0005-303.000

Service	Quantity	Unit	Unit Price	Amount
6/5/2019 TRASH PICK UP LABOR	1.00		62.58	62.58 tx
DPW EQUIPMENT FEE	1.00		48.50	48.50 tx
TRASH DISPOSAL FEE	0.21		120.00	25.20 tx
CODE ENFORCEMENT SURCHARGE	1.00		250.00	250.00 tx
SALES TAX: DPW				30.90

136.28  
10.90 fax  

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147.18

Total Amount Due

417.18

Please Make Check Payable To: CITY COMPTROLLER

Please Reference Invoice Numbers On All Remittance