

**CITY OF WATERTOWN, NEW YORK  
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, April 2, 2012, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Approving Training from Trusted Providers for Meeting the New York State Municipal Planning And Zoning Officials' Training Requirement
- Resolution No. 2 - Approving the Undertakings in Connection With Permits Issued by the New York State Department of Transportation
- Resolution No. 3 - Approving Agreement for Professional Services for 16" Parallel Main, GHD Consulting Engineers LLC
- Resolution No. 4 - Authorizing Application for NYS Division of Homeland Security and Emergency Services Grant, Fire Department
- Resolution No. 5 - Readopting Fiscal Year 2011-12 General Fund Budget
- Resolution No. 6 - Public Hearing Authorizing Spending From the Duffy Fairgrounds Stadium Reserve Fund

**ORDINANCES**

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

**LOCAL LAW**

**PUBLIC HEARING**

- 7:30 p.m. 2012 Community Development Block Grant Small Cities Application
- 7:30 p.m. Ordinance Changing the Approved Zoning Classification of Hydroelectric Facilities and Related Properties Along the Black River to Waterfront District in Order to Implement the Local Waterfront Revitalization Program

**OLD BUSINESS**

**STAFF REPORTS**

1. Intersection of Flower Avenue West and Holcomb Street

**NEW BUSINESS**

**EXECUTIVE SESSION**

**WORK SESSION**

**ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, APRIL 16, 2012.**

Res No. 1

March 26, 2012

To: The Honorable Mayor and City Council

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

Subject: Approving Training From Trusted Providers for Meeting the  
New York State Municipal Planning and Zoning Officials' Training  
Requirement

General City Law Sections 27 and 81 require that the City Council specify what activities qualify for training under the municipal planning and zoning officials' training requirement. The City Council has been approving individual sessions. The New York State Department of State's website suggests that municipal legislative bodies can approve training on general subjects provided by trusted providers, rather than on a case-by-case basis.

A resolution has been drafted for City Council consideration that approves training pertaining to municipal planning, zoning, community design, environmental issues, economic development, and local government functions and practices from a specified list of State and local agencies and other organizations.

# RESOLUTION

Page 1 of 2

Approving Training from Trusted Providers for Meeting the New York State Municipal Planning And Zoning Officials' Training Requirement

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

Total .....

YEA	NAY

### *Introduced by*

WHEREAS General City Law Sections 27 and 81, which took effect on January 1, 2007, require all planning board and zoning board of appeals members to complete four hours of training per year, and

WHEREAS the state law provides that the City Council must specify which activities qualify as training, and

WHEREAS certain organizations and agencies are trusted to provide training that is appropriate for meeting the state municipal planning and zoning officials' training requirement,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that the following organizations and agencies are approved to provide training to meet the New York State municipal planning and zoning officials' training requirement when the training they provide pertains to municipal planning, zoning, community design, environmental issues, economic development, and local government functions and practices:

- 1) NYS Department of State, NYS Department of Environmental Conservation, NYS Department of Health, NYS Department of Agriculture and Markets, NYS Office of the State Comptroller, NYS Department of Transportation, NYS Office of Parks, Recreation, and Historic Preservation, NYS Tug Hill Commission, and

# RESOLUTION

Page 2 of 2

Approving Training from Trusted Providers for Meeting the New York State Municipal Planning And Zoning Officials' Training Requirement

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

Total .....

YEA	NAY

- 2) American Planning Association, New York Planning Federation, New York State Association of Towns, New York Conference of Mayors, New York State Association of Counties, and
- 3) Jefferson County Department of Planning, Jefferson Community College, Jefferson County Soil and Water Conservation District, Cornell University and its cooperative extension, Fort Drum Regional Liason Organization, the City Attorney and City of Watertown staff.

**Seconded by**

Res No. 2

March 23, 2012

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Undertakings in Connection with Permits Issued  
by New York State Department of Transportation

From time to time, the City of Watertown receives permits from the NYSDOT allowing us to operate or replace facilities within the bounds of a State highway right of way pursuant to Highway Law. On March 11, 1991, the City Council approved a resolution authorizing the undertakings in connection with permits issued by the New York State Department of Transportation. The NYSDOT is now in the process of updating their files and is asking the City of Watertown to renew the process. Once approved, this Agreement will be in effect for twenty (20) years.

The City currently holds a Highway Work Permit that allows us to perform general maintenance on existing facilities within the NYSDOT right of way. A copy of that permit is attached for City Council review.

A Resolution approving the undertakings in connection with permits issued by NYSDOT has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 3

Approving the Undertakings in Connection  
With Permits Issued by the New York State  
Department of Transportation

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

Total .....

YEA	NAY

### *Introduced by*

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WHEREAS the undersigned City of Watertown (hereinafter referred to as "Permittee") from time to time receives permits from the New York State Department of Transportation (hereinafter referred to as the "NYSDOT") and otherwise conducts activities and operations upon highways and/or within right-of-way controlled by the State of New York for such purposes as the obstruction, installation, construction, maintenance and/or operation of facilities, and

WHEREAS Permittee's access and operation upon state right-of-way is conditioned upon compliance with Highway Law Sections 52, 103, 203 and/or 234, including the conditions that Permittee assume al responsibility for (a) the temporary control of all modes of traffic (including motorized and non-motorized travel) affected by Permittee's operations, (b) complete restoration of state facilities to their condition prior to permitted use or activity, and (c) all claims, damages, losses and expenses,

NOW THEREFORE BE IT RESOLVED in relation to all operations and/or actions undertaken within state right-of-way, the City of Watertown hereby agrees to the following terms and conditions:

1. Permit Applications. Excepting only activities undertaken to protect public safety because of emergency conditions or incidents, Permittee shall provide timely written notice to NYSDOT of operations or activities affecting state right-of-way. Under normal circumstances, a minimum of five business days notice shall be provided. Notification of emergency activities shall be provided to NYSDOT as soon as practicable after the activity. The Permittee shall apply for project-specific permits for activities not allowed under any existing annual permit. Such application shall identify proposed project locations, desired dates/hours,

**RESOLUTION**

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Approving the Undertakings in Connection  
With Permits Issued by the New York State  
Department of Transportation

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

Total .....

YEA	NAY

proposed work/activities, traffic control, and site restoration.

2. **Applicable Rules, Regulations & Conditions.** Permittee shall comply with all of the laws, rules and regulations applicable to construction, maintenance activities and operations and shall further comply with such terms and conditions that may be imposed by NYSDOT in connection with permitted activity or operations. Temporary Traffic Control, highway safety appurtenances, and restoration of state facilities shall be completed in accordance with NYSDOT regulations and standards.
3. **Site Restoration.** Permittee shall, at its own expense, promptly complete the work allowed under each permit and, within a reasonable time, restore State property damaged by its work/activities to substantially the same or equivalent condition as existed before such work was begin as determined by the Commission or his/her designee. In the event that the Permittee fails to so restore damaged State property within what the Commission deems to be a reasonable time, the Commissioner, after giving written notice to the Permittee, may restore the property to substantially the same or equivalent condition as existed before the Permittee's work/activities, in which case, Permittee agrees to reimburse the reasonable expenses in connection therewith.
4. **Payment & Release of Liens.** Permittee shall be responsible for the payment of all costs and materials relating to its work in the public right-of-way, and agrees to defend and save harmless NYSDOT against any and all lien claims made by persons supplying services or materials to Permittee in connection with Permittee's work.
5. **Indemnity.** In addition to the protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations, whether undertaken by Permittee's own foces or by contractors or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnity and hold harmless the State of New York, NYSDOT, and their

# RESOLUTION

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Approving the Undertakings in Connection  
With Permits Issued by the New York State  
Department of Transportation

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

Total .....

YEA	NAY

agents from and against all claims, damages, losses and expenses, including but not limited to, claims for personal injuries, property damage, wrongful death,

and/or environmental claims and attorney fees arising out of any such claim, that are in any way associated with the Permittee's, activities or operations under any and all permits issued using this Undertaking.

FURTHERMORE Permittee hereby warrants that the obligations of this Undertaking are backed by the full faith and credit of Permittee. Permittee may insure or bond any of the obligations set forth herein, or may rely upon self-insurance, budgeted funds, or funds for general operations.

This Undertaking shall be applicable to all permitted activities and operations undertaken after the date of execution and work initiated while this Undertaking is in effect. This Undertaking may be revoked by the Permittee or rejected by NYSDOT upon thirty days written notice but will continue to apply to all permitted activities/operations that were permitted by virtue of this Undertaking. Unless terminated for the purpose of future activities/operations, this Undertaking shall have a term of twenty (20) years and shall be kept on file to facilitate the issuance of future permits to which it will apply.

INWITNESS WHEREOF the City of Watertown has caused its execution by the City Manager.

**Seconded by**

State of New York  
Department of Transportation

Highway Work Permit

Permit No.: 20110727888

Date Issued: 12/28/2011

Project ID No.:

Expiration Date: 12/31/2012



**\*Permittee 1:**

CITY OF WATERTOWN, DEPT. PUBLIC WORKS

245 WASHINGTON ST, ROOM 206

WATERTOWN, NY 13601

Emergency Contact: EUGENE P. HAYES

Emergency Number: 315-783-2040

Under the provisions of the Highway Law or Vehicle & Traffic Law, permission is hereby granted to the permittee to:

PERFORM GENERAL MAINTENANCE ON EXISTING FACILITIES WITHIN NYS DOT RIGHT OF WAY.

THE PERMITTEE IS RESPONSIBLE FOR TEMPORARY TRAFFIC CONTROL IN ACCORDANCE WITH THE NATIONAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE NYS SUPPLEMENT. ANYONE WORKING WITHIN THE HIGHWAY RIGHT-OF-WAY SHALL WEAR HIGH-VISIBILITY APPAREL MEETING THE ANSI 107-2004 CLASS II STANDARDS AND A HARD HAT.

County	Municipality	State Hwy	State Route	Beg Ref	End Ref
JEFFERSON	WATERTOWN	-	-	-	-

as set forth and represented in the attached application at the particular location or areas, or over the routes as stated therein, if required; and pursuant to the conditions and regulations general or special, and methods of performing work, if any; all of which are set forth in the application and form of this permit. See additional conditions on PAGE 2.

THIS PERMIT IS ISSUED BASED ON ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS BEING SATISFIED.

Dated at: Watertown Date Signed: 12/28/2011 Commissioner of Transportation By: Martin Percy

**IMPORTANT:**

THIS PERMIT, WITH APPLICATION AND DRAWING (OR COPIES THEREOF) ATTACHED, SHALL BE PLACED IN THE HANDS OF THE CONTRACTOR BEFORE ANY WORK BEGINS. THE HIGHWAY WORK PERMIT SHALL BE AVAILABLE AT THE SITE DURING CONSTRUCTION.

**BEFORE WORK IS STARTED AND UPON ITS COMPLETION, THE PERMITTEE ABSOLUTELY MUST NOTIFY:**

John Cook, Resident Engineer 315-785-9317

"UPON COMPLETION OF WORK", SECOND TO LAST PAGE, MUST BE COMPLETED, SIGNED BY THE PERMITTEE, AND DELIVERED TO THE RESIDENT ENGINEER.

The issuing authority reserves the right to suspend or revoke this permit at its discretion without a hearing or the necessity of showing cause, either before or during the operations authorized.

The Permittee will cause an approved copy of the application to be and remain attached hereto until all work under the permit is satisfactorily completed, in accordance with the terms of the attached application. All damaged or disturbed areas resulting from work performed pursuant to this permit will be repaired to the satisfaction of the Department of Transportation.

**\* Upon completion of the work within the state highway right-of-way authorized by the work permit, the person, firm, corporation, municipality, or state department or agency, and his/her or its successors in interest, shall be responsible for the maintenance and repair of such work or portion of such work as set forth within the terms and conditions of the work permit.**

Permit Fee : \$0.00

Insurance Fee:

Total Fees: \$0.00

UOF: App 1: UOF App 2: No

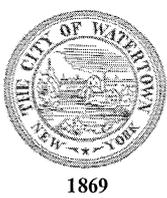
**Attachments and additional requirements to this Highway Work Permit include:**

PERM 32 - Highway Work Permit Application for Utility Work

PERM 41-1d - Method of Performing Work within the State Right of Way

PERM 41-3a - Method of Performing Work - Excavating Near Trees or Pruning or Planting or Tree Removal and Use of Pesticides

**END OF ATTACHMENTS**



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: March 23, 2012

TO: Mary Corriveau, City Manager

FROM: Kurt W. Hauk, City Engineer

SUBJECT: NYSDOT Undertaking

Enclosed is copy of the NYSDOT Undertaking permit form. Execution of this form allows the City to draw permits for work in the NYSDOT ROW under the conditions listed and also without having to pay the requisite permit fee. This procedure was last approved by Council in March of 1991 and was performed by use of a resolution. A copy of that resolution is also enclosed.

The NYSDOT is in the process of updating their files and is asking we renew the process on their permit form.

Please prepare a resolution for Council consideration authorizing the City Manager to execute the Undertaking permit form.

cc: Gene Hayes, Superintendent of Public Works  
File

# RESOLUTION

Page 1 of 3

Approving the Undertakings in Connection With Permits Issued by the New York State Department of Transportation

Adopted: March 11, 1991

March 4, 1991  
Councilman BRETT, James E.

Councilman COOKE, Laurence H.

Councilman HARTZ, Kenneth H.

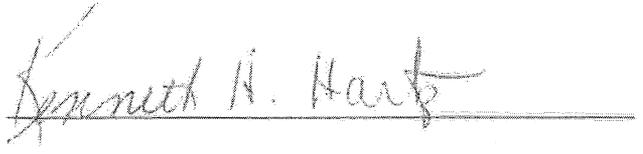
Councilman REHLEY, Robert D.

Mayor WALKER, T. Urling

YEA	NAY
X	
X	
X	
X	
X	
5	0

Total.....

By Councilman



WHEREAS the undersigned City of Watertown from time to time receives permits from the Department of Transportation of the State of New York (hereinafter referred to as the "Department") allowing the City of Watertown to temporarily obstruct, install, construct, maintain, operate or replace any facilities within the bounds of a State highway right-of-way pursuant to Sections 52, 103, 203, 249 and/or 250 of the Highway Law; and

WHEREAS the Department requires that the municipality file an undertaking to secure the City of Watertown's faithful performance within the terms of any such permit and also to indemnify the State of New York (hereinafter referred to as the "State") and others with respect to all operations under such permits by the City of Watertown.

NOW THEREFORE, the City of Watertown hereby undertakes, to and with the State and the Department, that:

1. The City of Watertown will well, truly and faithfully comply with and perform all the terms and conditions of each such permit on its part to be kept and performed, and abide by and comply with all such conditions, rules and regulations as may be, from time to time, promulgated by the Commissioner of Transportation of the State of New York (hereinafter referred to as the "Commissioner"), according to the true intent and meaning of such permits, rules and regulations

2. The City of Watertown will, at its own expense, promptly complete the work allowed under each permit and within a reasonable time restore State property damaged by its work to substantially the same or equivalent condition as existed before such work was begun; and in the event that the City of Watertown fails to so restore damaged State

# RESOLUTION

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Approving the Undertakings in Connection With Permits Issued by the New York State Department of Transportation

March 4, 1991  
Councilman BRETT, James E.

Councilman COOKE, Laurence H.

Councilman HARTZ, Kenneth H.

Councilman REHLEY, Robert D.

Mayor WALKER, T. Urling

Total .....

YEA	NAY

*By Councilman*

property within what the Commissioner deems to be a reasonable time, the Commissioner, after giving written notice to the Municipality, may restore the property to substantially the same or equivalent condition as existed before the Municipality began the work and require the municipality to reimburse the State for any and all costs incurred by the State in such restoration;

3. The City of Watertown will indemnify, hold harmless and defend and protect the State of New York, the Commissioner and the Department, their officials, officers, agents and employees against and pay any and all amounts, damages and costs and judgments which may or shall be recovered against said State, or its officers, or agents, or which such State may be called upon to pay to any person or corporation by reason of damages arising or growing out of operations pursuant to said permits or the manner of doing the same, or the neglect of said City of Watertown, or its agents or servants, or the improper performance pursuant to the conditions of said permits by the Municipality, its agents or servants.

4. The City of Watertown which is self-insured, will pay any and all damages, costs, including but not limited to attorneys' fees, and judgments recovered against the State, the Commissioner of Transportation, the Department of Transportation and their officials, officers, and employees in connection with work allowed by a permit or from use of a permit by the City of Watertown or by any person acting by, through or for the City of Watertown including omissions and supervisory acts of any of the entities or persons named above;

5. It is understood that this undertaking is one of indemnity only and is not to be construed as imposing on the City of Watertown

# RESOLUTION

Page 3 of 3

Approving the Undertakings in Connection With Permits Issued by the New York State Department of Transportation

March 4, 1991

Councilman BRETT, James E.

Councilman COOKE, Laurence H.

Councilman HARTZ, Kenneth H.

Councilman REHLEY, Robert D.

Mayor WALKER, T. Urling

Total .....

YEA	NAY

*By Councilman*

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an obligation to pay claims for which there would not otherwise be a remedy in law against the State of New York.

6. Any payments required by the foregoing will be guaranteed by the full faith and credit of the City of Watertown, or its districts, as applicable, and will be paid out of current budgeted funds, or if insufficient, from its liability and causally reserve fund or from the proceeds of bonds which current law permit the City of Watertown, to issue to pay claims against it.

IN WITNESS WHEREOF, the City of Watertown has caused this instrument to be signed by the City Manager or his designee authorized by resolution of its City Council, a copy of which is annexed hereto.

SECONDED BY COUNCILMAN



Res No. 3

March 26, 2012

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Professional Services Agreement,  
GHD Consulting Services LLC

The City Engineering Department issued a Request for Proposal on December 19, 2011 for the engineering, design and bidding of a 16" parallel water main and evaluation of the existing 16" water main for required maintenance in the City of Watertown. In 2006 the City and the Development Authority of the North Country (DANC) engaged an Engineering firm to perform a Water and Sewer Capacity Assessment to look at the growing demands in the region for these services and to determine if the existing facilities could support the proposed growth. The replacement of the City's 16" water main was a project highlighted in that report as one that needed to be completed, based on the age of the existing infrastructure and critical nature of the line.

As detailed in Exhibit A attached, the existing water main connects the Thompson Park Reservoirs to the City's water treatment system and is currently undersized for the pumping capacity. The system hydraulics can also be impacted by pumping from the DANC's Booster Pump Station No. 1. Once constructed, the new water main will run approximately 3,000 linear feet and would reduce discharge pressures on the water treatment plant's finished water pumps, improve peak flow delivery from the reservoirs to the distribution system and reduce the impact of DANC pumping on the overall system.

After reviewing the proposals submitted, GHD was selected as the firm to complete this design project for the City. Attached for City Council consideration is a resolution and Agreement for Professional Services with GHD Consulting Engineers LLC of Cazenovia, New York, in the lump sum amount of \$35,900. As stated in the attached memorandum from City Engineer Kurt W. Hauk, this Agreement has been reviewed by the City Attorney.

# RESOLUTION

Page 1 of 1

Approving Agreement for Professional Services for  
16" Parallel Main, GHD Consulting Engineers LLC

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

Total .....

YEA	NAY

### ***Introduced by***

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WHEREAS the City of Watertown has issued a Request for Proposals for engineering design and bidding of the construction of a 16" parallel water main and evaluation of the existing 16" water main that directly connects the Thompson Park Reservoirs to the City's water treatment system, and

WHEREAS the City of Watertown has reviewed the proposal submitted and wishes to enter into an Agreement for engineering services in connection with engineering design and bidding service,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Professional Services between the City of Watertown and GHD Consulting Engineers LLC for engineering design and bidding services for the construction of a 16" parallel water main and evaluation of the existing 16" water main, a copy of which is attached and made a part of said resolution,

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

### **Seconded by**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement dated this \_\_\_ day of March, 2012, by and between the City of Watertown, New York, a New York municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City”), and GHD Consulting Engineers, LLC, a New York professional corporation with principal offices located at One Remington Park Drive, Cazenovia, New York 13035 (“Engineer”).

### **RECITALS**

WHEREAS, Engineer responded to a Request for Proposal by a document entitled “16” Parallel Water Main Design Proposal” dated December 19, 2011, providing a response outlining the scope of work to be performed, together with a lump sum fee for those services; and

WHEREAS, the City and Engineer desire to enter into an Agreement for the provision of the professional services outlined in the Engineer’s Proposal dated January 19, 2012; and

WHEREAS, the provision of engineering services are professional services within the meaning of the New York General Municipal Law; the parties agree as follows:

### **AGREEMENT**

#### **1. Scope of Services.**

The scope of services to be performed by Engineer for the City in connection with the 16” Parallel Water Main Project” and the total fee to the City for the services to be performed is as outlined in Engineer’s Proposal attached as Exhibit “A”, and performed under the terms and conditions of Exhibit B.

Services will consist of design and bidding of the construction of a 16" parallel water main and evaluation of the existing 16" water main for required maintenance in the City of Watertown, including the preparation of plans, specifications, Engineer's opinion of cost, and a bid recommendation from Engineer. Services will also include answers to contractor questions, issuance of addenda as required, preparation of the bid tabulation, and a recommendation of award letter. The project is completed at the conclusion of the preconstruction meeting.

Engineer shall provide qualified personnel to perform the assigned work. At all times relevant to this Agreement, Engineer's employees shall be regarded as its employees, and not City employees. Accordingly, Engineer shall be responsible for the payment of all wages, as well as insurances (including Workers' Compensation and disability insurance), and for any and all safety issues pertaining to its employees.

Engineer shall maintain commercial general liability coverage during its performance of the services outlined at Exhibit "B", in the minimum amount of \$1,000,000 per person/\$2,000,000 in the aggregate per occurrence, naming the City as an additional insured. Engineer shall provide the City with a certificate of insurance evidencing this coverage prior to commencing work.

## **2. City Representative.**

The City Engineer of the City of Watertown shall be the City's approval authority for all services to be performed under this Agreement. The City Engineer shall designate a City representative from whom all assignments to Engineer shall be issued and to whom all reports concerning the engineering services to be performed pursuant to this

Agreement shall be provided. The City Engineer's designation of the City's representative shall be in writing.

**City to Provide File Documents.**

The City shall provide the Engineer with complete access to the City's file documents concerning the existing facility. It is anticipated that copies of relevant documents will be provided by City staff. When originals are provided, Engineer shall return any original documents upon completion of the task for which they were made available.

**3. City Property.**

All documents, reports, studies, recommendations, plans, and/or instruments of services prepared by Engineer and provided to the City, both written and electronic, shall become the property of the City upon provision.

**4. Term of Agreement.**

The performance of services by Engineer shall commence on signing this Agreement. All services required to be performed pursuant to this Agreement shall be performed, to the City Engineer's satisfaction, no later than March, 2013.

**6. Payment.**

See Exhibit "B".

**7. Disputes.**

The venue of any dispute under this Agreement shall be in the New York State Supreme Court in and for Jefferson County, New York.

**8. Notices.**

To the City: Watertown City Manager  
City of Watertown  
245 Washington Street  
Watertown, New York 13601

To the Engineer: GHD Consulting Engineers, LLC  
Kevin Castro, P.E., Principal  
One Remington Park Drive  
Cazenovia, New York 13035

WHEREFORE, the parties have signed this Agreement this \_\_\_\_ day of March, 2012.

CITY OF WATERTOWN

By: \_\_\_\_\_  
Mary M. Corriveau  
Manager

GHD Consulting Engineers, LLC

By: \_\_\_\_\_  
C. Michael Elliott, P.E.  
Principal

## **Exhibit A**

### **Scope of Services and Cost Proposal**

#### **16-Inch Parallel Watermain Project**

## **Project Understanding, Approach and Scope of Services**

The City of Watertown currently has one 16-inch water main through Thompson Park that directly connects the Thompson Park Reservoirs to the city's water treatment system. The existing 16-inch main is currently undersized for the pumping capacity of the water treatment plant, and hydraulics can be impacted by periodic booster pumping from the Development Authority of the North County (DANC) Booster Pump Station No. 1. Providing a parallel 16-inch main would reduce discharge pressures on the water treatment plants finished water pumps, improve peak flow delivery from the reservoirs to the distribution system and reduce the impact of DANC pumping on the system. The parallel 16-inch main would improve the redundancy of delivery between the reservoir and the city's distribution system.

This 16-inch main will run approximately 3,000 linear feet, and will connect into three city distribution mains and, one booster pump station force main. This main will also include valves and manifold systems to connect to the existing mains at four junctions on the reservoir site, to allow for the ability to utilize one or both mains. Due to the length of this parallel main, a General Construction SPDES permit is not anticipated for construction. Also, based on the location of the project, the need for utility agreements or easements is not anticipated.

The project also includes the evaluation of the condition of the existing 16-inch water main for maintenance or possible rehabilitation/replacement of the main upon completion of the parallel main's construction.

To assist in the design, the City will provide digital base mapping from an aerial survey, which will be supplemented by our survey sub consultant, D. W. Hannig, L.S., P.C. A limited subsurface investigation will be conducted in order to identify the depth and location of rock within the proposed corridor for the parallel main.

### **Project Approach/Scope of Services**

#### **Design and Bidding Services.**

##### **Design**

- a. Conduct a project chartering meeting with representatives of the City and GHD to discuss the City's project vision and your critical success factors for the project. This meeting will serve to discuss project corridor options and placement for the new main, along with the evaluation of approach to upgrade existing valve and manifolds system which will be affected by the new 16-inch parallel watermain. Results of the project chartering will be the development of a detailed work plan which is endorsed by every team member. This work plan is reviewed throughout the projects life, typically at project milestones and revised as necessary.

- b. Prepare and submit preliminary design plans, design letter report, and a preliminary opinion of cost to the City personnel for their review and comments. The design letter report will include the necessary design, procedures, assumptions and required calculations in accordance with Recommended Standards for Waterworks, applicable Department of Health and New York State Department of Environmental Conservation's regulations, and the City's codes and specifications. GHD will meet with City personnel to review the preliminary design submission, which will result in a finalized basis of design and work plan. Once the basis of design and work plan is endorsed by the project team, GHD will determine if there are any areas of conflict with private utilities or if areas of right of way acquisition is necessary.
- c. A two day field survey will be performed to supplement the digital base mapping, from a 1993 aerial survey, which will be supplied by the City.
- d. Ten soil borings (for a total length of 80 linear feet) will be performed to evaluate the depth bedrock and soil conditions along the agreed upon route for the parallel main in order to more estimate the excavation requirements..
- e. GHD will attend one public meeting to address public comments or concerns about the project.
- f. GHD will prepare and submit to the City a set of contract drawings, specifications and an opinion of cost at 90% of design completion. The City and GHD will review and finalize any outstanding issues prior to submitting the plans to the City, for their submission respective agencies for approval. The City will obtain all required permits for the project, with assistance from GHD in response to technical questions and comments. The City will provide reproduction of required contract documents for submission to approval agencies. The bidding documents will be prepared using City of Watertown's General Conditions and Agreement.
- g. After the City has obtained the regulatory approvals, the regulatory agency's comments will be reviewed to assess their impacts to the final contract drawings and specifications. The final contract drawings, specifications and opinion of cost will be prepared, addressing the comments and submitted to the City.
- h. An evaluation on the condition of the existing 16-inch watermain shall be performed using field flow and pressure testing along the existing main within the project area, with assistance in flow testing provided by the City. We also will review the repair and maintenance history for this main from the City's records. Provide 1-day of ultrasonic thickness testing at 4 locations along the 16-inch watermain. The City will provide personnel and equipment to uncover the watermain, backfill and restore the areas disturbed during this test. The ultrasonic thickness testing will be performed by our sub consultant, Atlantic Testing Laboratories. The thickness reading will be compared to the original thickness to assess the extent of corrosion. Based on results of the testing and records review, GHD will make recommendations for maintenance procedures and or rehabilitation/replacement of the existing main, with opinion of project cost and a schedule for completion.

#### Bidding

- a. Provide one reproducible set of contract documents for the City's use in printing and distribution to prospective bidders.
- b. During the bidding period, GHD will answer contractor's questions and issue addendum to the contractors as appropriate.
- c. Upon receipt of the bid proposals, review the bid proposals, provide a Canvass of Bids and make a recommendation to the City for acceptance of the lowest complete and qualified bid.
- d. Attend a pre-construction conference with the awarded contractor to review the scope of work, contract requirements, and schedule for the project and issue minutes of the meeting.

## Schedule

We will meet the proposed timeline and required delivery dates outlined by the City, as listed below:

March 26, 2012 – Project kick-off/chartering meeting held

June 2012 – Preliminary design package submitted to City for review.

September 2012 - 90% design package prepared for City to review.

October 2012 – Contract documents approval.

February 2013 – Project Bid Opening

## Cost Proposal

The Scope of Services contained in the Technical Proposal for Professional Services shall be performed for a lump sum fee as follows:

Phase	Tasks	Fee
1	Design	\$29,000
2	Bidding	\$1,800
3	Watermain Evaluation	\$5,100
	<b>Total</b>	<b>\$35,900</b>

# Exhibit B

## Terms and Conditions

### 16-Inch Parallel Watermain Project

#### Services

1. The standard of care for any professional services performed or furnished by GHD under this Agreement will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. GHD makes no warranties, express or implied, under this Agreement or otherwise, in connection with GHD's services.
2. Any questions in relation to the services being provided by GHD can be directed to the Job Manager.
3. Change of Scope. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope should be changed. GHD will promptly inform OWNER in writing of such situations, and if the facts discovered constitute a material change in project assumptions, the parties shall renegotiate the amended scope of this Agreement as necessary.

#### Information and Documents

4. OWNER shall designate and advise GHD of a person to act as OWNER's Representative who has complete authority with respect to the services. OWNER shall do the following in a timely manner:
  - (a) Provide all criteria and full Information as to OWNER's requirements for the Project;
  - (b) Assist GHD by providing all available Information pertinent to the Project (e.g. previous reports), all of which GHD may use and rely upon in performing the services; GHD will not be obligated to verify the accuracy of OWNER provided Information unless verification is included in GHD's scope of work;
  - (c) Arrange for site and property access as required for GHD to perform the services;
  - (d) Give prompt written notice to GHD of any event that affects the scope or timing of GHD's services.

#### Payment

5. Method of Payment. OWNER shall pay GHD the Fees as defined under the Exhibits.

Additionally, OWNER will pay for any additional approved services GHD undertakes, and any Liability, cost or expense GHD incurs, if:

- (a) The general approved scope, schedule, extent or character of Services is changed materially. In this event, the amount of compensation provided for herein shall be subject to equitable adjustment in accordance with paragraph 3, Change of Scope;
  - (b) Any Information OWNER (or OWNER's employees, agents or contractors) provides to GHD is not complete and accurate;
  - (c) Part or all of the Services are delayed or suspended (other than as a result of GHD's breach of the Agreement);
  - (d) OWNER fails to pay an amount due under the Agreement; or
  - (e) OWNER ends the Agreement before GHD has completed the services.
6. GHD will submit monthly invoices for services rendered and payment will be made within 30 days of OWNER's receipt of such invoices. Interest at 1% per month will be charged on all past due amounts. When the Fees are on the basis of a lump sum, fixed fee, or a percentage of construction cost for the Project, GHD's invoices will be based upon GHD's estimate of the proportion of the services actually completed at the date of the invoice. If OWNER objects to any invoice submitted by GHD, OWNER shall so advise GHD in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable by OWNER.

#### Insurance

7. GHD shall maintain continuously during the life of this Agreement the following minimum insurance requirements:
  - (a) Workers' Compensation Insurance with statutory limits;
  - (b) Comprehensive General Liability Insurance with limits of not less than \$1,000,000 applicable to bodily injury, sickness, or death in any one occurrence or in the aggregate and not less than \$1,000,000 for loss of, or damage to, property in any one occurrence or in the aggregate;

- (c) Automobile Liability Insurance covering all owned, non-owned, or hired vehicles used by GHD with limits of not less than \$1,000,000 applicable to bodily injury, sickness, or death of any one person per occurrence and \$1,000,000 for loss of or damage to property in any one occurrence;
  - (d) Professional Liability Insurance in the amount of \$1,000,000 covering claims, damages and Liability arising out of, or resulting from, GHD's professional negligence in performance of the services.
8. The policies under 7. (b) and 7. (c) above shall: (1) name OWNER as an Additional Insured; (2) be endorsed to be primary and non-contributory to any other insurance maintained by OWNER.
9. GHD will provide OWNER with satisfactory evidence of the above insurances upon request.

**Total Liability for Damages**

10. (a) Notwithstanding any other provisions of this Agreement, but subject to clause 10(b) below, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER shall be limited to the amounts set out in clause 7 for the relevant insurance policy or, if no insurance is applicable, to \$1,000,000.
- (b) With respect to professional errors or omissions only, notwithstanding any other provision of this Agreement, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER, for all Liabilities arising out of, or resulting from the professional errors or omissions of GHD in the performance or non-performance of the services shall be limited to \$1,000,000, or the total Fees actually paid to GHD under this Agreement, whichever is greater.
- (c) Neither party to this Agreement shall be liable to the other for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of profits, arising in connection with the performance or non-performance of this Agreement.

**Intellectual Property**

11. All Documents, reports, studies, recommendations, plans and/or instruments of service prepared by GHD and provided to the OWNER both, written and electronic, shall become the property of the OWNER upon provision.

**Confidentiality, documents and information**

12. GHD agrees to keep confidential and not disclose to any person or entity, other than GHD's employees and subcontractors, without the prior written consent of OWNER (which consent shall not be unreasonably withheld, delayed, or conditioned), all data and Information not previously known to GHD and marked "CONFIDENTIAL" by OWNER and provided in the course of GHD's performance of the

services. This provision shall not apply to data or Information which is in the public domain or which was acquired by GHD independently from third parties not under any obligation to OWNER to keep such data and Information confidential or which GHD is required to disclose under any law, rule, regulation, ordinance, code, standard, or court order.

**Termination**

13. (a) The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- (b) This Agreement may be terminated for convenience by OWNER upon thirty days prior written notice to GHD. In the event of termination for convenience by OWNER, GHD shall be entitled to receive all amounts owing to GHD under the Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

**Indemnification**

14. To the maximum extent permitted by law, each party shall indemnify and hold harmless the other party, its appointed and elected officials, partners, officers, directors, employees, and agents; from and against any and all Liabilities arising from the negligent or wrongful acts, errors, or omissions, or breach of contract, by a party; but only to the extent of that party's relative degree of fault.
15. In furtherance of these obligations, and *only* with respect to OWNER, GHD waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. GHD ACKNOWLEDGES THAT THIS WAIVER OF IMMUNITY WAS MUTUALLY NEGOTIATED.

**Dispute Resolution**

16. Not Used.

### **Independent Contractor**

17. GHD shall act as an independent consultant and not as an agent or employee of OWNER, and will be solely responsible for the control and direct performance of the services provided by its employees and agents.

### **Assignment**

18. This Agreement may be assigned by either party with the prior written consent of the other party.

### **Health and Safety**

19. GHD shall only be responsible for the activities of its own employees and agents on the Project site with respect to safety.

### **Compliance with Laws, Permits and Licenses**

20. This Agreement shall be governed by the law of the state where the Project is located. GHD shall perform its Services in accordance with applicable laws, regulations, ordinances, permits, licenses, and other rules.

### **Severability**

21. The parties agree that, in the event one or more of the provisions of this Agreement should be declared void or illegal, the remaining provisions shall not be affected and shall continue in full force and effect.

### **No Third-Party Beneficiaries**

22. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or GHD to any third party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of OWNER and GHD. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

### **Notification Period**

23. Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of the final invoice for GHD's services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within two (2) years of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than two (2) years from the date of GHD's final invoice for Services under this Agreement.

### **Complete Agreement**

24-26. Not Used.

### **Definitions**

27. Unless the context otherwise requires, in the Agreement:

**"Additional Insured"** means that the interests of the client will be noted on the relevant policy, but does not mean that the client is an "Insured" under that policy.

**"Agreement"** means the agreement executed by the parties in connection with the services, including these terms and exhibits.

**"Designated Representative"** means specific individuals who act as Engineer's and OWNER's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of OWNER under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

**"Document"** or **"Documents"** includes a written or electronic document.

**"Fees"** means the amount set out in the agreement details including disbursements.

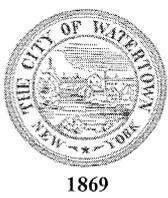
**"Information"** includes documents and information provided pertinent to the project.

**"Liability"** or **"Liabilities"** means any and all liabilities for actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise); claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to employees) or arising under environmental laws); and costs or damages of every nature without limitation (including, but not limited to, reasonable attorneys' fees and costs of defense).

**"Project"** means the project(s) that the services relate to.

**"Services"** means the services set out in the agreement details (or otherwise the services GHD undertakes).

**"OWNER"** means the person(s) set out in the agreement details (and if more than one person, "OWNER" means each of those persons severally and all of them jointly).



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: March 23, 2012

TO: Mary Corriveau, City Manager

FROM: Kurt W. Hauk, City Engineer

SUBJECT: 16" Parallel Main Professional Services Agreement

Enclosed is a copy of the professional services agreement GHD Consulting Engineers, LLC for City Council review and approval. The agreement was created for the purposes of performing engineering services for the design of the 16" Parallel Main Project for the lump sum amount of \$35,900.

The agreement language has been reviewed by the City attorney.

cc: Amy Pastuf, Purchasing Agent  
Mike Sligar, Water Superintendent  
Jim Mills, City Comptroller  
File

Res No. 4

March 28, 2012

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Authorizing Application for New York State Division of Homeland Security Grant, Fire Department

The City Fire Department is seeking Council approval to apply for a grant from the New York State Division of Homeland Security, through its Office of Counterterrorism. This funding opportunity is in the amount of \$134,638 and does not require any matching funds from the City. If approved, this grant will allow the Fire Department to purchase technical rescue and urban search and rescue equipment, provide training for the equipment, and cover the personnel costs incurred as a result of the training. The specifics of this grant are detailed in the attached report from Fire Chief Dale C. Herman.

A resolution is attached for Council consideration authorizing Chief Herman to sign and submit the grant application on behalf of the City of Watertown by April 26, 2012.

RESOLUTION

Page 1 of 1

Authorizing Application for NYS Division of Homeland Security and Emergency Services Grant, Fire Department

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

Total .....

YEA	NAY

**Introduced by**

WHEREAS the New York State Division of Homeland Security and Emergency Services (DHSES), through its Office of Counterterrorism, is accepting applications for funding through April 26, 2012, and

WHEREAS the City of Watertown Fire Department has prepared an application that meets the intended purpose of this grant, which will allow the department to purchase technical rescue and urban search and rescue equipment, obtain the necessary training, and to cover the personnel costs related to said training, and

WHEREAS the application, in the amount of \$134,638, does not require any matching funds from the City,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Fire Department to submit a grant application in the amount of \$134,638 to the New York State Division of Homeland Security and Emergency Services, and

BE IT FURTHER RESOLVED that Fire Chief Dale C. Herman is hereby authorized and directed to execute the grant application on behalf of the City of Watertown.

**Seconded by**



CITY OF WATERTOWN, NEW YORK

FIRE DEPARTMENT  
224 South Massey Street  
Watertown, New York 13601  
(315) 785-7800



Fax: (315) 785-7821  
Dale C. Herman, Fire Chief  
dherman@watertown-ny.gov

March 16, 2012

Mrs. Mary Corriveau  
City Manager  
City of Watertown  
245 Washington Street  
Watertown, New York 13601



Dear Mary:

On March 6, I received an e-mail from the New York State Division of Homeland Security and Emergency Services (DHSES) that the Office of Counterterrorism is making \$1,000,000 available for the FY2011 Technical Rescue & Urban Search and Rescue (USAR) Grant Program. Any municipality who provides response to a regional area in structural collapse, trench, confined space and rope rescue may apply for up to \$150,000 with no match requirement. The Request for Application (RFA) requires applicants be either: one team providing services to multiple jurisdictions, OR two or more teams providing services to multiple jurisdictions. The City of Watertown Fire Department meets these requirements and is asking for City Council approval to apply for \$134,638 in grant funds to purchase equipment, provide training, and acquire funds to offset personnel costs in obtaining USAR type training.

The department did receive nearly \$38,000 in FY2010 from a similar grant for USAR equipment and training from DHSES. With this grant, we hope to complete equipment acquisition and provide technical training in rope rescue. The application deadline is April 26. I am requesting a resolution be drafted and presented to City Council on April 2, as I am out of town to the National Fire Academy for the last two weeks in March.

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

Truly yours,

CITY OF WATERTOWN FIRE DEPARTMENT

Dale C. Herman  
Fire Chief

DCH:cdb

Res No. 5

March 28, 2012

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Authorizing Re-adoption of the FY 2011-12 General Fund Budget

On March 11<sup>th</sup> a 2011 Ford Crown Victoria police car was involved in an accident which resulted in the vehicle being considered a total loss by the insurance company. The insurance company has notified the City that it will issue a settlement payment of \$23,856 for the vehicle. Chief Goss is requesting a replacement vehicle be purchased. The net cost to the City for the vehicle replacement is expected to be approximately \$6,344 based on the following:

Estimated cost of new un-marked patrol vehicle	\$30,200
Less: Insurance proceeds	<u>(23,856)</u>
Net Cost	\$ 6,344

It is anticipated that there will be unused appropriations in the Police Department's roll call pay account that can be transferred to the vehicle line item to cover the difference between the replacement cost and the insurance proceeds. A resolution to re-adopt the General Fund budget has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 2

Readopting Fiscal Year 2011-12  
General Fund Budget

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

YEA	NAY

### *Introduced by*

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WHEREAS on June 1, 2011 the City Council passed a resolution adopting the Budget for Fiscal Year 2011-12, of which \$38,023,157 was appropriated for the General Fund, and

WHEREAS on July 5, 2011 the City Council re-adopted the General Fund Budget to increase appropriations by \$25,240 to pay the costs of the Symphony Syracuse concert, and

WHEREAS on August 1, 2011 the City Council re-adopted the General Fund Budget to increase appropriations by \$45,150 to pay the costs of the change order to the contract with Bat-Con to reconstruct the J. B. Wise parking lot, and

WHEREAS on September 19, 2011 the City Council re-adopted the General Fund Budget to increase appropriations by \$38,000 to pay for the purchase of a pick-up for the Department of Public Works' roads maintenance department, and

WHEREAS on October 24, 2011 the City Council re-adopted the General Fund Budget to increase appropriations by \$56,073 to reflect the modified organizational structure of the Parks and Recreation Department and the related appropriations for certain departmental expenditures, and

WHEREAS on March 11, 2012 a police vehicle was totaled in an accident and

WHEREAS the Police Department requests permission to purchase a replacement vehicle and,

WHEREAS the insurance settlement is expected to be \$23,856 and,

WHEREAS the Police Department FY 2011-12 budget for roll call pay will have sufficient unspent appropriations to cover the unreimbursed portion the vehicle replacement cost, and

WHEREAS the FY 2011-12 General Fund Budget needs to be re-adopted to reflect the purchase of the replacement vehicle,

**RESOLUTION**

Page 2 of 2

Readopting Fiscal Year 2011-12  
General Fund Budget

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

YEA	NAY

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby re-adopts the General Fund Budget for Fiscal Year 2011-12 in the total amount of \$ 38,211,476 and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that the following adjustments be included in the re-adopted General Fund Budget:

Revenues

A.0000.2680 Insurance Recoveries \$ 23,856  
Total \$ 23,856

Expenditures

A 3120.0180 Roll Call Pay (\$ 6,344)  
A 3120.0230 Vehicles 30,200  
Total \$ 23,856

**Seconded by**

Res No. 6

March 28, 2012

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Public Hearing Authorizing Spending of Funds from  
the Repair Reserve Fund for Duffy Fairgrounds Stadium

In 1996 the City of Watertown received a \$500,000 grant from the Empire State Development Corporation for renovations to the baseball stadium at the Alex T. Duffy Fairgrounds. A condition for accepting the funds required the City establish a reserve fund and contribute \$15,100 to the fund for five years starting in fiscal year 1996-1997 through fiscal year 2000-2001. The fund currently has a balance of \$67,224.

City staff has identified the following three projects that could be funded from the reserve fund:

Masonry wall rehabilitation: The external concrete wall at the grandstand needs surface repairs such as grinding out the joints and re-pointing, replacing damaged blocks and applying a water-proof sealer. The project is estimated to cost \$15,000.

Locker room and manager's office flooring replacement: The flooring in the locker room and manager's office is proposed to be replaced with a rubber surface designed to withstand athletic footwear such as football and baseball cleats. The project is estimated to cost \$35,000.

Heater replacement (10 units): There are 10 wall mounted electric heaters throughout the facility that need to be replaced at an estimated cost of \$3,000.

Prior to spending funds from an established reserve fund, the City Council must hold a Public Hearing to receive public input on the appropriating of funds. Once the public hearing has been held, the attached resolution authorizing the expenditure of funds and the resolution awarding the contract can be considered by the City Council.

Staff is recommending that a Public Hearing be set for April 16, 2012 at 7:30 p.m. to discuss the appropriation of these funds. Once the public hearing has been held, the attached resolution can be considered by City Council.

# RESOLUTION

Page 1 of 1

Public Hearing Authorizing Spending  
From the Duffy Fairgrounds Stadium  
Reserve Fund

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

YEA	NAY

***Introduced by***

---

WHEREAS on June 2, 1997, the City Council approved establishing a Repair Reserve Fund for the costs associated with renovations and capital repairs to the existing stadium at the Alex T. Duffy Fairgrounds, and

WHEREAS the City has determined that the masonry, locker room and office flooring, and heaters at the Alex T. Duffy Fairgrounds need to be repaired/replaced, and

WHEREAS the estimated cost of the repairs/replacements to be \$53,000, and

WHEREAS on Monday, April 16, 2012, at 7:30 p.m., the City Council of the City of Watertown held a public hearing to discuss the expenditure of funds from this reserve fund, and

WHEREAS it has been determined that the expenditure of these funds is in keeping with the purpose for the reserve fund,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the appropriation of funds to pay for the masonry repairs, locker room and office flooring replacements, and heater replacements at the City’s stadium at the Alex T. Duffy Fairgrounds.

**Seconded by**

Ord No. 1

March 28, 2012

To: The Honorable Mayor and City Council  
From: Mary M. Corriveau, City Manager  
Subject: On-Street Handicapped Parking

The City has received notification from the Mr. David R. Steyer, Building Superintendent of the Dulles State Office Building, that the parking garage that services the building will be closed for repairs beginning June 1, 2012. Repairs to the structure will be discontinued by November 1. If the project is not completed during the coming construction season, it will resume on or about May 1, 2013. This project will result in the loss of the handicapped parking spaces contained in the parking garage for the duration of the project. The letter from Mr. Steyer is attached for Council's reference.

To make up for the loss of the handicapped parking contained within the parking garage, the State Office Building is requesting that the north side of Academy Street, from Gotham Street to the exit of the parking garage, be designated as on-street handicapped parking during the duration of the project. City staff has reviewed this request and believe it can be honored without issue. Attached for City Council consideration is an Ordinance that amends the schedule of on-street handicapped parking to include this location.

Additionally, the attached Ordinance also amends the City Code to more accurately describe the locations of all on-street handicapped parking. Since the remodel of Public Square and other streetscape projects around downtown, many on-street handicapped parking spaces have changed locations. As such, this Ordinance will update the City Code to reflect the current locations of all on-street handicapped parking.

**ORDINANCE**

Page 1 of 2

Amending City Municipal Code § 293,  
Vehicles and Traffic

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

Total .....

YEA	NAY

***Introduced by***

BE IT ORDAINED that Section 293-75 of the City Code of the City of Watertown is amended to read as follows:

§ 293-75. Schedule XXVII: On-Street Handicapped Parking.

In accordance with the provisions of § 293-22, the following described locations are hereby designated as on-street handicapped parking:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
Academy Street	North	From 116 feet east of Washington Street to 156 feet East of Washington Street. Two parking spaces.
Academy Street	North	From Gotham Street to the parking garage exit. Four parking spaces.
Arsenal Street	South	In front of 195 Arsenal Street, Jefferson County Office Building.
Court Street	North	In front of 136 Court Street, Agape Shoppe.
Court Street	North	In front of 210 Court Street, Liberty Building.
Public Square	North	In front of 87 Public Square, The Crystal Restaurant. Two parking spaces.
Public Square	North	In front of 34 Public Square, Solitary Consignment. Two parking spaces.
Stone Street	North	In front of 160 Stone Street, Planned Parenthood of the North Country.

ORDINANCE

Page 2 of 2

Amending City Municipal Code § 293,  
Vehicles and Traffic

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

Total .....

YEA	NAY

- Stone Street                      North                      In front of 190 Stone Street.
- Washington Street              West                      In front of 200 Washington Street, Key Bank.  
Two parking spaces.
- Washington Street              West                      In front of 120 Washington Street, HSBC Bank.  
Two parking spaces.
- Washington Street              East                      In front of 215 Washington Street, Agriculture  
Insurance Building.
- Washington Street              East                      In front of 105 Washington Street, Bugbee  
Apartments. Two parking spaces.
- Washington Street              East                      In front of 317 Washington Street, Dulles State  
Office Building. Two parking spaces.

and,

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

*Seconded by*



ANDREW M. CUOMO  
GOVERNOR

ROANN M. DESTITO  
COMMISSIONER

STATE OF NEW YORK  
EXECUTIVE DEPARTMENT  
OFFICE OF GENERAL SERVICES

MAYOR ERASTUS CORNING 2ND TOWER  
THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA  
ALBANY, NEW YORK 12242



March 13, 2012

Mary Corriveau  
Watertown City Manager  
245 Washington Street  
Watertown, New York 13601

Dear Madam,

There is a pending project to make repairs to the Dulles State Office Building parking garage. During this project, the garage will not be able to be used. This will result in the loss of handicapped parking spaces in the garage.

The project is scheduled to begin on or about June 1, 2012, and be completed or discontinued by November 1, 2012. If it is not completed during the 2012 construction season, it will be resumed on or about May 1, 2013.

It is requested that the North side of Academy Street from Gotham Street to the garage exit be designated handicapped only parking during construction on the garage.

Thank you for your attention to this matter.

Sincerely,

David R. Steyer  
Building Superintendent

Public Hearing – 7:30 p.m.

March 26, 2012

To: The Honorable Mayor and City Council  
From: Kenneth A. Mix, Planning and Community Development Coordinator  
Subject: 2012 CDBG Small Cities Application Public Hearing

The first of two public hearings required for this year's Small Cities Community Development Block Grant application has been scheduled for Monday, April 2, 2012 at 7:30 p.m.

Attached is a copy of the information that will be handed out at the public hearing. The purpose of this public hearing is to hear comments on the City's past performance with the program and to gather ideas for this year's application.

**CITY OF WATERTOWN**  
Community Development Plan

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

The City of Watertown has been active in the Community Development Block Grant Program for more than 30 years. Applications have been submitted every year since the program was created in 1978. Twenty-five of them have been successful, generating more than \$12 Million of federal grant funding to support local community development activities in the city, as follows:

1979,1980,1981	3-Year Comprehensive Program	\$1,550,000
1982	Single Purpose Public Facilities Improvements	\$478,588
1983 Jobs Bill	Single Purpose Economic Development	\$150,500
1983/1984	Comprehensive Program	\$1,000,000
1985	Comprehensive Program	\$600,000
1986	Single Purpose Housing Rehabilitation	\$400,000
1987	Comprehensive Program	\$600,000
1988	Comprehensive Program	\$600,000
1989	Single Purpose Housing Rehabilitation	\$400,000
1990	Single Purpose Public Facilities Improvements	\$400,000
1991	Single Purpose Home Ownership	\$400,000
1994	Single Purpose Home Ownership	\$400,000
1995	Single Purpose Home Ownership	\$400,000
1996	Single Purpose Economic Development	\$600,000
1999	Single Purpose Housing Rehabilitation	\$400,000
2000	Single Purpose Housing Rehabilitation	\$400,000
2002	Comprehensive Program (Emerson Place Redevelopment)	\$750,000
2003	Public Facilities Related to the Emerson Place Redevelopment	\$170,500
2004	Single Purpose Housing Rehabilitation	\$400,000
2005	Single Purpose Home Ownership	\$400,000
2006	Single Purpose Housing Rehabilitation	\$200,000
2007	Comprehensive Program (Franklin Building Redevelopment)	\$650,000
2008	Rental Rehabilitation & Downtown Apartments	\$400,000
2009	Rental Rehabilitation & Downtown Apartments	\$400,000
2011	Rental Rehabilitation & Downtown Apartments	\$400,000

Most of this funding has been used to support housing rehabilitation, home ownership and other neighborhood revitalization projects; and traditionally those activities were focused in target areas that were designated for each program. That approach focused the available resources in limited areas in order to maximize the impact of the public investment and encourage property owners to invest in additional improvements with their own resources. Lately, these programs have been administered on a city-wide basis in order to make those resources available to the properties where that assistance is needed most.

Economic development activities have been included in several comprehensive programs and supported by the Jobs Bill funding that was received in 1983. A single purpose grant was also received in 1996 to support loans for two local businesses that created new employment opportunities in Watertown.

Small Cities funding has also been used to support private redevelopment projects that create new housing and employment opportunities for lower income people in the city. Grants were received in 2002 and 2003 to support the Emerson Place Redevelopment off State Street; and the grant that was received in 2007 has been used to support redevelopment of the Franklin Building on Public Square.

# CITY OF WATERTOWN

## DOWNTOWN RENTAL APARTMENTS

### HOUSEHOLD INCOME LIMITS FOR CDBG AND HOME FINANCING ELIGIBILITY

Applicable to non-metropolitan areas in New York State

(Effective December 1, 2011)

<u>Family Size</u>	<u>80% of Median</u> (Rehabilitation)	<u>60% of Median</u> (New Apts.)
1 Person	\$31,850	\$23,940
2 Person	\$36,400	\$27,360
3 Person	\$40,950	\$30,780
4 Person	\$45,500	\$34,140
5 Person	\$49,150	\$36,900
6 Person	\$52,800	\$39,660
7 Person	\$56,450	\$42,360
8 Person	\$60,100	\$45,120

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Income Limits for Households larger than Eight Persons are determined by adding \$3,650 (80% of Median) or \$2,750 (60% of Median) for each additional person in the household. These figures are adjusted annually to match the Income Limits established by the U.S. Department of Housing and Urban Development for the Section 8 Rental Assistance Program.

Source: HUD NOTICE PDR-2012-02 dated December 1, 2011  
From: Carol J. Galante  
Acting Federal Housing Commissioner  
Re: Fiscal Year 2012 Income Limits  
for Public Housing and Section 8 Programs

# CITY OF WATERTOWN

## DOWNTOWN RENTAL APARTMENTS

### RENT LIMITS FOR APARTMENTS WITH CDBG OR HOME ASSISTANCE

Applicable to Jefferson County in New York State

(Effective October 1, 2011)

<u>Unit Size</u>	<u>Fair Market Rent</u>
0 Bedroom . . . . .	\$696 / month
1 Bedroom . . . . .	\$697 / month
2 Bedroom . . . . .	\$838 / month
3 Bedroom . . . . .	\$1,080 / month
4 Bedroom . . . . .	\$1,135 / month

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The Rent Limits listed above are 100% of the Fair Market Rents (FMR) established by the U.S. Department of Housing and Urban Development for the Section 8 Housing Choice Voucher Program. They apply to gross rents, including shelter rent and the cost of utilities (except telephone) that are paid by the tenant in qualified apartments. These figures are adjusted annually based on Census data updated by random digit dialing (RDD) telephone surveys and set at the 40th percentile of standard quality rental housing in St. Lawrence County in New York State.

For apartments with more than 4 bedrooms, the Rent Limits are calculated by adding 15% to the 4 bedroom Rent Limit for each extra bedroom.

Source: Federal Register, Volume 76, Number 190, September 30, 2011

Public Hearing – 7:30 p.m.

March 26, 2012

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of Hydro Electric Facilities and Related Properties Along the Black River to Waterfront District in Order to Implement the Local Waterfront Revitalization Program

A public hearing on the attached Ordinance is scheduled for 7:30 p.m. on Monday, April 2, 2012.

On March 6, 2012, the Planning Board reviewed the third phase of the Local Waterfront Revitalization Program (LWRP) zoning amendments and unanimously passed a motion recommending that the City Council adopt the proposed changes. This phase designates those properties along the Black River used for, or associated with, hydro electric generation as Waterfront District. The change also includes a few City parcels located near hydro electric properties and two privately owned lots on Moulton Street at the request of their owner.

The Waterfront District is a new zoning designation that was created by the City Council on June 6, 2011. It allows mixed water dependent and water enhanced uses such as hydro electric generation, boating facilities, retail, restaurants, and housing.

Copies of the maps showing the existing zoning and this proposed rezoning are included within City Council Members' agenda packages. Attached to this memo are copies of the report prepared for the Planning Board and an excerpt from the Planning Board Minutes.

These proposed changes are completely encompassed within the LWRP boundary, which was already subject to an environmental review, so no further SEQRA action is necessary.

# ORDINANCE

Page 1 of 2

Changing the Approved Zoning Classification of Hydroelectric Facilities and Related Properties Along the Black River to Waterfront District in Order to Implement the Local Waterfront Revitalization Program

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

YEA	NAY

### ***Introduced by***

Council Member Joseph M. Butler Jr.

BE IT ORDAINED where certain changes to Zoning District boundaries are required in order to implement the City of Watertown’s Local Waterfront Revitalization Program, and

WHEREAS City Staff have submitted a request to change the approved zoning classification of hydroelectric facilities and related properties along the Black River to Waterfront District, and

WHEREAS the Planning Board of the City of Watertown considered the zone change request at its meeting held on March 6, 2012, and adopted a motion recommending that the City Council approve the zone changes as requested, and

WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested zone change, and

WHEREAS a public hearing was held on the proposed zone change on April 2, 2012, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed zone change according to the requirements of SEQRA,

# ORDINANCE

Page 2 of 2

Changing the Approved Zoning Classification of Hydroelectric Facilities and Related Properties Along the Black River to Waterfront District in Order to Implement the Local Waterfront Revitalization Program

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

Total .....

YEA	NAY

NOW THEREFORE BE IT ORDAINED that the zoning classification of each of the parcels in the following list is hereby changed to **Waterfront District**:

- 3-01-120                      208 Moulton Street
- 3-01-120.001                214 Moulton Street
- 3-01-122.001                VL-1 Moulton Street
- 4-12-102                      300 Pearl Street
- 4-23-101                      95-115 Water Street
- 5-07-701                      VL-5 Huntington Street
- 5-26-203.001                VL-7 Huntington Street
- 6-01-101                      250 Mill Street
- 6-05-305                      VL-9 Fairbanks Street
- 6-12-501                      1133 Hungtington Street
- 7-01-301.003                201 Rear Mill Street
- 7-01-302                      VL-1 Mill Street
- 7-01-302.001                201 Rear Mill Street

And,

BE IT FURTHER ORDAINED that the Zoning Map of the City of Watertown shall be amended to reflect these changes, and

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

**Seconded by** Council Member Roxanne M. Burns



# MEMORANDUM

CITY OF WATERTOWN, NEW YORK – PLANNING OFFICE  
245 WASHINGTON STREET, SUITE 304, WATERTOWN, NY 13601  
PHONE: (315) 785-7730 – FAX: (315) 782-9014

TO: Planning Board Members

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

SUBJECT: LWRP Zone Changes Phase 3 – Hydroelectric *KAM*

DATE: February 27, 2012

Phase 3 of the LWRP zone changes mainly involves properties associated with hydroelectric generation. Attached are two maps: one showing the current zoning, and one showing the proposed changes for this phase.

The draft LWRP recommends that these parcels be rezoned to Waterfront District, in which hydroelectric generation is allowed as of right—being considered a “water-dependent” use. The City’s hydroelectric facility was recently changed as part of Phase 1.

Also included in the change are three City owned parcels—one near the intersection of Huntington and California Ave North, and two on Beebee’s Island—one of which is the DPW snow dump. Two private parcels at 208 and 214 Moulton Street have also been included at the request of the owner.

cc: City Council Members  
Robert Slye, City Attorney  
Justin Wood, Civil Engineer II

## Excerpt from 3/6/12 Planning Board Meeting Minutes

### LWRP ZONE CHANGES (PHASE III) HYDROELECTRIC

The Planning Board then considered a request submitted by Staff to change the approved zoning classification of hydroelectric facilities and related properties along the Black River to *Waterfront District*.

Mr. Mix started by informing the Board that Phase II (Public Square Area) had been approved by the City Council on Monday night (March 5<sup>th</sup>). He then explained that Phase III includes hydroelectric facilities and related properties owned by Brookfield and National Grid, plus a few adjacent City-owned parcels. Also included are two properties on Moulton Street owned by Dale Blanding, who had requested a mixed-use zoning district for his properties last year when no such district existed. Mr. Blanding wanted to build apartments on the upper floors of his building, and open a restaurant or shop on the first floor.

Mrs. Freda asked if Waterfront District would allow this type of use. Mr. Mix said that it would, as long as Mr. Blanding made some effort to provide public or semi-public access to the river in the form of a deck, patio, etc.

Mr. Mix then addressed the comments in a letter from Jon Elmer of Brookfield Power (on file in the City Engineering Office). He stated that he sees no problem making the changes to the Code suggested in the letter, but that the current matter was only a map amendment, and any Code changes would have to be sent to City Council separately. He also stated that specifying hydroelectric generation as a water-dependent use was probably not necessary because the precedent for this interpretation is clear and abundant.

Mr. Elmer approached the Board and explained that Brookfield had been operating in the City since 1999 when it acquired its facilities from Niagara Mohawk. He mentioned that he had not been notified of the Code change, assumedly because it did not apply to Brookfield's properties when adopted. He then asked for a brief explanation of what necessitated these changes.

Mr. Mix responded that the current zoning does not encourage housing along the river as envisioned in the LWRP, and thus zone changes were necessary. Further, the Department of State requires that the zoning map changes be fully implemented before the LWRP can be officially adopted. He stated that the changes would not affect Brookfield's current operations, but it would make development of other parcels easier.

Mr. Elmer wondered how the zoning would affect the Federal Energy Regulatory Commission's regulatory preemption rights. He also suggested that maybe a letter from the City specifically stating that hydroelectric generation is allowed would be sufficient rather than changes the Code. He finished by stating that Brookfield supports the general effort to improve the waterfront.

Mr. Mix stated that preemption would work the same as it currently does, and that a letter from Code Enforcement or the City Manager could be supplied.

Mr. Fontana then moved to recommend that City Council approve the request to change the approved zoning classification of hydroelectric facilities and related properties along the Black River to Waterfront District, as submitted by Staff.

Mr. Fipps seconded, all voted in favor.

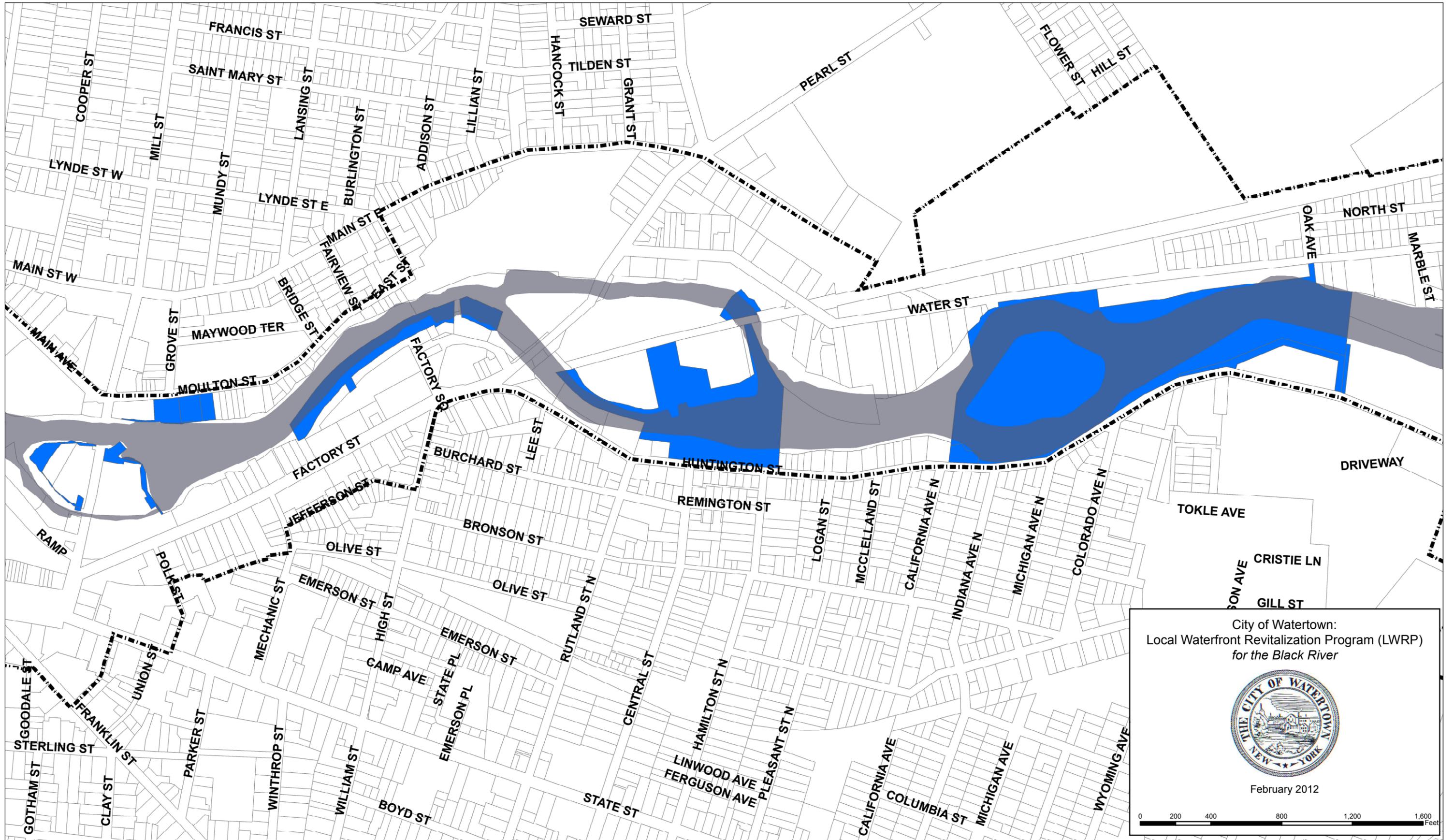
Mrs. Gervera then moved to adjourn the meeting. Mr. Fipps seconded, and all voted in favor.

# Proposed LWRP Zoning

Hydroelectric Properties



Waterfront  
LWRP Boundary



City of Watertown:  
Local Waterfront Revitalization Program (LWRP)  
for the Black River

February 2012

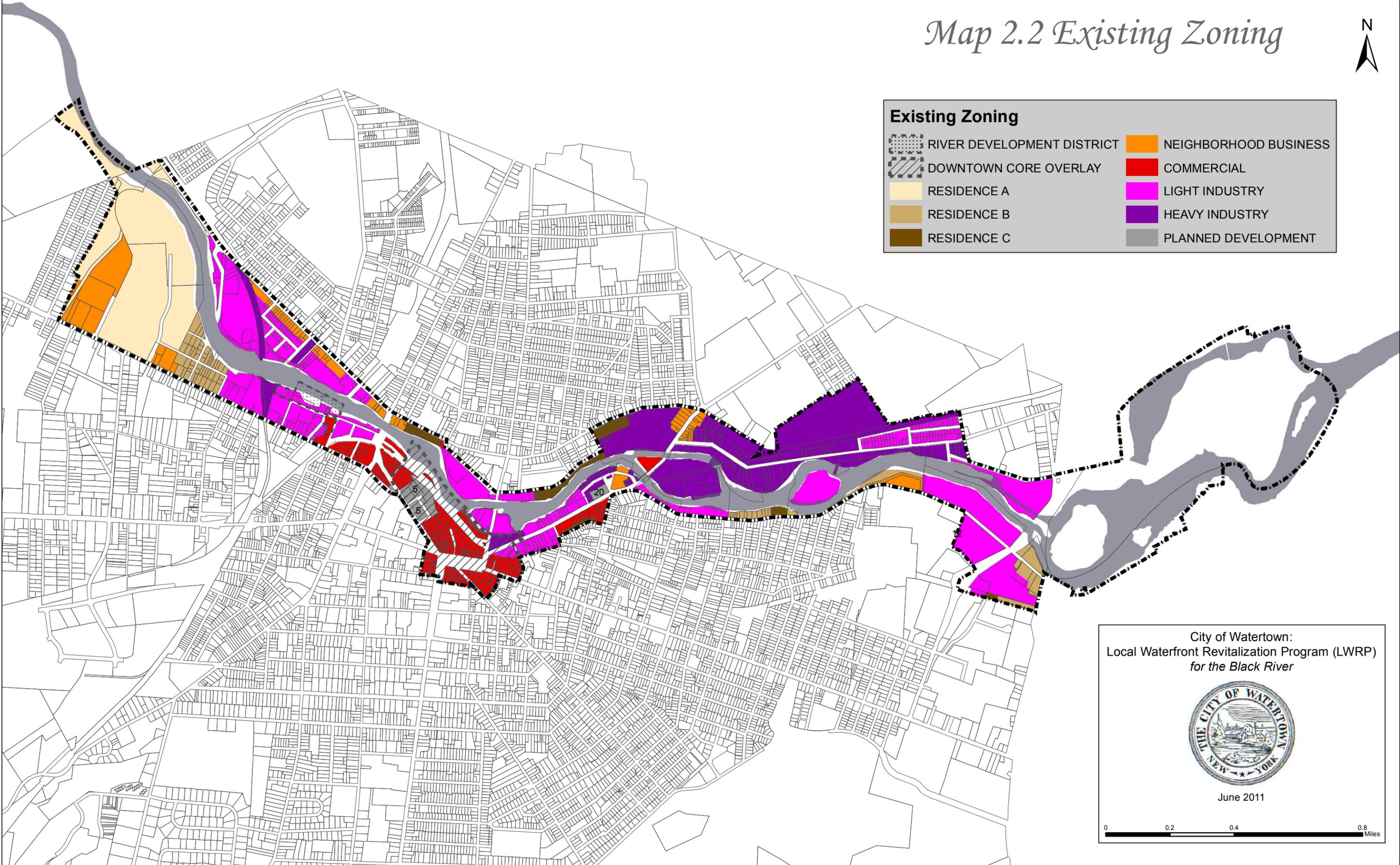
0 200 400 800 1,200 1,600 Feet

# Map 2.2 Existing Zoning



**Existing Zoning**

 RIVER DEVELOPMENT DISTRICT	 NEIGHBORHOOD BUSINESS
 DOWNTOWN CORE OVERLAY	 COMMERCIAL
 RESIDENCE A	 LIGHT INDUSTRY
 RESIDENCE B	 HEAVY INDUSTRY
 RESIDENCE C	 PLANNED DEVELOPMENT



City of Watertown:  
Local Waterfront Revitalization Program (LWRP)  
for the Black River



June 2011



March 27, 2012

To: The Honorable Mayor and City Council  
From: Mary M. Corriveau, City Manager  
Subject: Intersection of Flower Ave West and Holcomb Street

At the request of Council Member Jeffrey M. Smith, City Engineer Kurt W. Hauk has done a site visit of this intersection and also reviewed the accident history in the area from 2010 forward. The attached memorandum summarizes his findings.



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 27 March, 2012

TO: Mary Corriveau, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Sight distance at Flower Avenue West and Holcomb Street

At the request of Council, an evaluation of the conditions at the intersection of Flower Avenue West and Holcomb Street was conducted. As requested, the focus of the review concentrated on the visibility of drivers when traveling eastbound on Flower Avenue leg of the intersection.

The following pictures demonstrate what the motorist will see when stopped at the appropriate location. The first photo is eastbound looking south, and the second is eastbound looking north.



The photo looking south shows a tree that does limit sight distance somewhat which is contributed to by the curvature of Holcomb Street.

The photo looking north clearly shows the combination of a line of trees that also limits sight distance to some degree. If the driver “creeps out” to the intersection to improve visibility, they get the view looking north as shown in the photo below.



Chapter 310-27 of the City code prohibits anything except a 36” shrub or a fence meeting the fence ordinance in the 40’ triangle formed by the property corner. Clearly, the tree on the north approach could be subject to removal under

this code. The shrubbery on the south approach should be maintained at 36” to meet this code as well.

The remaining items in view, trees and fences, etc. are not subject to the 40’ rule and/or are grandfathered under the fence ordinance. Should the Council desire to increase the visibility beyond the 40’ rule, the property owners would need to be approached and an agreement made with them concerning the items on their property.

A review of the accident history indicates that there were four recorded accidents in the area since 2010. Their causes were as follows:

1. Driver fell asleep
2. Backing out of driveway
3. Excessive speed
4. Failure to see oncoming traffic (westbound)

None of the recordable accidents are attributable to the sight distance when travelling eastbound on Flower Avenue West.

Cc. Gene Hayes, Superintendent of Public Works  
Ken Mix, Planning and Community Development Coordinator