

**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, August 20, 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 Amendment to the City of Watertown Procurement Policy, Protest Procedure
- Resolution No. 2 - Approving Amendment No. 1 to Professional Services Agreement, GHD Consulting Engineers LLC
- Resolution No. 3 - Approving Agreement for Bulk Rental of Ice Time at the Watertown Municipal Arena, Watertown Minor Hockey Association
- Resolution No. 4 - Approving Agreement for Flat Fee Use of Athletic Fields, Sunday Touch Football League
- Resolution No. 5 - Approving Agreement for Flat Fee Use of Athletic Fields, Pop Warner Football League
- Resolution No. 6 - Approving a Special Use Permit Request to Operate an Automobile Detailing Business in a Neighborhood Business District at 804 State Street, Parcel 12-06-322

ORDINANCES

- Ordinance No. 1 - Changing the Approved Zoning Classification of a Portion of 473 Eastern Boulevard, Parcel 5-26-103.004, from Residence B to Light Industrial

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Request to Acquire City Property on N. Hamilton Street
2. Property Offer – 306 Rear Factory Street
3. Extended Hours at the Flower Memorial Library
4. Arena Concessions
5. Sales Tax Revenue – July 2012

NEW BUSINESS

EXECUTIVE SESSION

1. Employment history of a specific individual
2. Collective Bargaining

WORK SESSION

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS TUESDAY,
SEPTEMBER 4, 2012.**

Res No. 1

August 13, 2012

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Procurement Policy Revision

The City of Watertown frequently applies for Federal and State funding for a variety of initiatives. It has been brought to our attention that our Procurement Policy must include a Protest Procedure for bids. Purchasing Manager Amy M. Pastuf has worked with City Attorney Robert Slye to draft a Protest Procedure which has been made a part of our Procurement Policy.

A resolution has been prepared for Council's approval which adopts the revised Procurement Policy. An amended copy of the Procurement Policy has also been included for Council's review.

RESOLUTION

Page 1 of 1

Approving Amendment to the City of Watertown
Procurement Policy, Protest Procedure

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.

YEA	NAY

Total

Introduced by

WHEREAS on September 6, 2011, the City Council approved the latest revision to the City's Procurement Policy identifying Amy M. Pastuf as Purchasing Manager for the City of Watertown, and

WHEREAS the City's Procurement Policy has been established and adopted by the City Council, and

WHEREAS the City's Purchasing Policy has been amended to include a Protest Procedure,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Purchasing Policy for the City of Watertown, a copy of which is attached and made part of this resolution.

Seconded by

CITY OF WATERTOWN, NEW YORK

PROCUREMENT POLICY

Purpose

To ensure the prudent and economical use of the public's money for the purchase of goods and services of maximum quality at the most economical cost, and to guard against favoritism, improvidence, extravagance, fraud, and corruption, the City of Watertown, N.Y. is adopting internal policies and procedures governing all procurements which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103, or of any other general, special or local law.

Purchasing Ethics

To maintain a high standard of conduct and to protect the reputation of the local government, the following rules of conduct with apply:

1. To consider first the interests of the local government and the betterment of its government.
2. To obtain the greatest value for every dollar spent.
3. To be receptive to advice and suggestions from department heads, insofar as such advice and suggestions are not in conflict with legal or moral restrictions in purchasing procedures.
4. To strive for knowledge of equipment and supplies in order to recommend items that may reduce cost and/or increase efficiency.
5. To insist on and expect honesty in sales representation whether offered verbally or in writing, through the advertising or in a sample of a product submitted.
6. To give all responsible bidders equal consideration and the assurance of unbiased judgment in determining whether their product meets specifications.
7. To discourage the offer of, and to decline, gifts which might influence the purchase of municipal equipment and supplies.
8. To accord a prompt and courteous reception, insofar as conditions permit, to all who call on legitimate business missions.
9. To counsel and assist other purchasing agents in the performance of their duties wherever occasion permits.
10. To cooperate with governmental and trade associations in the promotion and development of sound business methods in the purchasing of equipment and supplies.
11. To seek or dispense no personal favors.

Competitive Bidding

1.) Every purchase to be made must be initially reviewed by each department to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can be reasonable expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. It is unlawful to artificially split or divide a contract or enter into a series of transactions, to avoid a competitive bidding threshold. The source of funds to be spent does not alter the requirements of competitive bidding i.e. Public Grants. No purchase can be made without the appropriate funding to support the purchase in place.

The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law: purchase contracts under \$20,000. and public works contracts under \$35,000.; emergency purchases; goods purchased from agencies for the blind or severely handicapped; goods purchased from correctional institutions, purchases under State and County contracts; surplus and second-hand purchases from another governmental entity, and Sole Source purchases. Sole Source purchases are done when a product or service is available from one source only, the product/service is uniquely required in public interest, or if there is no substantial equivalent.

The decision that a purchase is not subject to competitive bidding will be documented in writing by the department making the purchase. This documentation may include written or verbal quotes from vendors, price lists, catalogs, a memo from the requisitioner indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the department detailing the circumstances which led to an emergency purchase, or any other written documentation that is appropriate.

2.) All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances: purchase contracts over \$20,000 and public works contracts over \$35,000; goods purchased from agencies for the blind or severely handicapped pursuant to Section 175-b of the State Finance Law, goods purchased from correctional institutions pursuant to Section 186 of the Correction Law; purchases under State contracts pursuant to Section 104 of the General Municipal law; purchases under county Contracts pursuant to Section 103(3) of the General Municipal Law; or purchases pursuant to subdivision 6 of this policy.

3.) All procurement and rental/lease of equipment, materials, supplies and nonpersonal services shall be requisitioned through the Purchasing Department, regardless of dollar amount, with the signed approval of the requisitioning department's supervisor prior to ordering. Use of departmental generated requisition numbers, in lieu of a City Purchasing Department purchase order number is prohibited.

4.) The Purchasing Manager shall have the authority to accept, reject, or modify any request for purchase except for those items authorized by the City Council. The Purchasing Manager shall confirm all changes with the requisitioning department prior to taking any action. The requisitioning department has the right to appeal the Purchasing Manager's action to the City Manager for final ruling.

5.) Purchasing Manager Amy M. Pastuf shall be responsible for all procurement activities on behalf of the City of Watertown, N.Y. that are in accordance with the rules and guidelines as set forth in this policy.

The following method of purchase will be used when required by this policy in order to achieve the highest savings:

<u>Estimated Amount of Purchase</u>	<u>Method Required</u>
\$ 1 - \$ 500	No quotations
\$ 501 - \$ 2,000	2 verbal quotations
\$ 2001 - \$ 5,000	2 written quotations
\$ 5,001 - \$10,000	3 written quotations
\$10,001 – \$20,000	3 written quotations
\$20,001 – over	Sealed bid required

<u>Estimated Amount of Public Works Contract</u>	<u>Method Required</u>
\$ 1 - \$ 2,500	No quotation
\$2,501 - \$10,000	2 written/quotations
\$10,001 - \$25,000	3 written/quotations
\$25,001 - \$35,000	4 or more written/quotations
\$35,001 – over	sealed bid required

<u>Estimated Amount of Rental/Lease Equipment</u>	<u>Method Required</u>
\$1 - \$1,000	No quotation
\$1,001 and above	2 written quotations

A good faith effort shall be made to obtain the required number of proposals or quotations. If the department is unable to obtain the required number of proposals or quotations, the department will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement. All documentation shall be maintained by the requisitioning department for review by the Purchasing Department.

6.) Documentation is required of each action taken in connection with each purchase.

7.) Documentation and written explanation is required whenever a contract is awarded to other than the lowest responsible bidder. This documentation will include an explanation of how the award will achieve savings or how the bidder was not responsible. A determination that the bidder is not responsible shall be made by the purchasing department and may not be challenged under any circumstances.

8.) Pursuant to General Municipal Law Section 104-b(2)(f), the procurement policy may contain circumstances when, or types of procurements which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotation will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the City of Watertown, to solicit quotations or document the basis for not accepting the lowest bid:

- a. Professional services or services requiring special or technical skill, training or expertise. The individual or company must be taken based on accountability, reliability, responsibility, skill, education and training, judgment, integrity, and moral worth. The qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

In determining whether a service fits into this category the City shall take into consideration the following guideline: (a) whether the services are subject to State licensing or testing requirements; (b) whether formal education or training is a necessary prerequisite to the performance of the services; and (c) whether the services require a personal relationship between the individual and municipal officials Professional or technical services shall include but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/ or services of an insurance broker; services of a certified public accountant; investment management services; services of an actuary; printing services involving extensive writing, editing or art work; management of a municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.

- b. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This section does not preclude alternate proposals if time permits.
- c. Purchases of surplus and second-hand goods from any source. If alternate proposals are required, the City is precluded from purchasing surplus and second-hand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods and a lower price may indicate an older product.
- d. Goods and services under \$500. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interest of the taxpayer. In addition, it is not likely that such minimal contracts would be bases on favoritism.

9.) Positive efforts shall be made by the City to use small, minority owned and women-owned businesses as sources for supplies and services. Such efforts should include developing a bidder's mailing list for these sources, and encouraging these businesses to compete for contracts to be awarded.

10.) Unintentional failure to fully comply with the provisions of Section 104-b or the governing boards policies and procedures shall not be grounds to void action taken or give rise to a cause of action against the political subdivision or district or any officer or employee thereof.

11.) This policy shall go into effect upon approval by the City Council and will be reviewed annually by Staff to determine if updates or changes should be made.

Return of Goods

Whenever the City receives a parcel that is either a duplicate shipment or an item that is to be returned for credit, the City (the department holding the goods) should request from the vendor a "Return Goods Authorization Number" or a letter of authorization to return the goods. This provides the City with the appropriate documentation to obtain the proper credit as well as to inform the vendor of the nature of its return. If no authorization is required then a letter should accompany the shipment advising the vendor as to why it is being returned with the follow information: City Purchase Order #, vendor invoice number, and or name of contact at vendor's facility authorizing the return.

Purchase Requisition

A purchase requisition is a request to the purchasing department for the purchase of goods or services. These requests are submitted in written/electronic format. *All requisitions shall be authorized by the department head prior to submission to the purchasing department* in order to maintain internal control. In the absence of the Department head, a listing of authorized to approve requisitions on their behalf shall be submitted to the Purchasing Department annually.

Each requisition shall include a brief description of the product or service being ordered, and the appropriate product or part number.

The Purchase Order

A purchase order is an official document that binds the City to procure goods or services as specified on the document. Purchase orders must provide sufficient description of the product being ordered or service to be performed. It should detail order quantity, item description, part number(if available), unit cost, and departmental charge code to ensure billing to the correct department's general ledger.

Blanket Purchase Orders – This is a single purchase order that is issued to cover a specified period of time for repetitive purchases of the same goods or redundant services to be utilized. If a blanket purchase order is to be issued, indicate such on the requisition by typing "BLANKET ORDER".

Requests for Proposal (RFP)

A Request for Proposal (RFP) is a competitive procurement with an award based on price and other criteria which may include negotiation. An RFP is not an alternative to competitive bidding, except when expressly authorized by the State Legislature. An RFP may be used if procurement is within exception to competitive bidding and permitted under the City's procurement policies. They are most commonly used for professional service, true leases and licenses/concessions. Procedures include:

1. Establishment of evaluation criteria (i.e. price; experience; creditworthiness;

approach to performance; staff availability; ability to perform; and time estimates).

2. Comprehensive, fair solicitation process.
3. Fair and equitable negotiation process.
4. Fair review/evaluation or rating process.

Credit Card Use

The use of the City's credit card shall be limited to travel expenses, tuitions, educational expenses, professional memberships, subscriptions and limited purchases. Use of the credit card for all other expenses is prohibited, except with the expressed written approval of the City Manager.

Protest Procedure

A protest concerning the specifications or the bid procedure must be made in writing. This written protest must be received by the Purchasing Manager, City of Watertown, 245 Washington Street, Room 205, Watertown, New York 13601, no later than 72 hours prior to bid opening. If a protest is received that cannot be resolved by the designated time for bid opening, the City of Watertown Purchasing Department will delay the bid opening until the protest is resolved. The City's decision in connection with the protest will be issued in writing no more than 30 days from the date that the written protest was received.

If protest is made in connection with issues other than specifications or bid procedure, or in connection with an issue concerning bid procedure which only becomes evident after the bid opening, the protest must be in writing and received by the City of Watertown Purchasing Department no later than 10 working days after notification to all bidders of the contract award. The City will issue its written decision no more than 30 working days from the date the written protest was received.

Any protest to the effect that the City of Watertown Purchasing Department has not followed these protest procedures must be made in writing no later than 10 working days after the alleged infraction. The City will issue its written decision within 30 working days of its receipt of such a protest.

Any questions concerning these protest procedures shall be directed to the City's Purchasing Manager.

END OF POLICY

Res No. 2

August 15, 2012

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Amendment No. 1 to Agreement Between City of Watertown and GHD Consulting Engineers, LLC

On February 27, 2012, the City Council approved a Professional Services Agreement with GHD Consulting Engineers LLC for the disinfection improvements to the Watertown Wastewater Treatment Plant.

During the course of starting this work, some structural issues were discovered which will require an amendment to our original Agreement, as detailed in City Engineer Kurt Hauk's attached report and the enclosed Memorandum from Mr. Kwasniewski of GHD dated June 27, 2012.

The additional cost of this structural repair by GHD is \$5,800 which will bring the total contract amount to \$712,600. Funding will be provided through the 2012-13 Sewer Fund Budget. Attached is a resolution for Council consideration.

RESOLUTION

Page 1 of 1

Approving Amendment No. 1 to Professional Services Agreement, 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.

YEA	NAY

Total

Introduced by

WHEREAS on February 27, 2012, the City Council of the City of Watertown approved Professional Services Agreement with GHD Consulting Engineers LLC for the disinfection improvements to the Watertown Wastewater Treatment Plant, and

WHEREAS on June 27, 2012, GHD has informed the City of Watertown that structural issues were discovered that require repair, and

WHEREAS Amendment No. 1 results in an additional amount of \$5,800 to the Agreement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Amendment No. 1, a copy of which is attached and made part of this resolution, in the amount of \$5,800 to Professional Services Agreement with GHD Consulting Engineers LLC for the disinfection improvements to the Watertown Wastewater Treatment Plant, and

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

Seconded by



AMENDMENT NO. 1

TO AGREEMENT BETWEEN CITY OF WATERTOWN, NEW YORK AND GHD CONSULTING ENGINEERS, LLC

WHEREAS, GHD CONSULTING ENGINEERS, LLC (ENGINEER) and the City of Watertown, New York (OWNER) entered into an Agreement dated February 1, 2012 for Disinfection Improvements to the Watertown Wastewater Treatment Plant; and

NOW, THEREFORE, ENGINEER and OWNER agree to amend the Agreement to add additional inspection services, as follows.

SCOPE OF SERVICES

A. **Additional Inspection Services.**

- 1) Perform a non-destructive visual inspection of the Control Building precast wall panel clip connections at the top and bottom of each panel (installed at approximately 2-feet on center). Accessible panel clips will be inspected to determine the potential for movement of the wall panels. Not all clips will be readily accessible.
- 2) Perform a condition assessment of the exterior siding on Sludge Disposal Building. Condition assessment will be based on visual observations only.
- 3) Perform inspection of the misaligned construction joint located in the Train A chlorine contact tank. This inspection will involve probing of the construction joint and/or possible removal of the concrete to determine the presence or absence of rebar passing through the joint.
- 4) Prepare a written report of our findings and recommendations, including an estimate of probable repair costs based on our findings. The report shall also include photographs from inspections.

B. **Conditions Provided By Owner.**

- 1) All of the precast wall panel clip connections should be made accessible for inspections. Equipment and other movable items should be moved to accommodate clear access to the panel clip connections.
- 2) Where needed, ladders, scaffolds, lifts, etc. shall be provided to allow safe access for inspections.

PAYMENTS TO ENGINEER

OWNER shall pay ENGINEER for Additional Inspection Services an additional lump sum of \$5,800.

AUTHORIZATION

The return of one signed copy of this Amendment No. 1, together with a copy of a formal resolution of approval, constitutes acceptance of this Amendment and shall be written authorization for ENGINEER to proceed with the Scope of Service outlined above.



IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 as of the last date entered below.

ENGINEER:

OWNER:

GHD CONSULTING ENGINEERS, LLC

CITY OF WATERTOWN, NEW YORK

By: Gerald C. Hook
Gerald C. Hook, P.E.

By: _____

Title: President

Title: _____

Date: 8/20/12

Date: _____

JDG/mrv



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: August 15, 2012

TO: Sharon Addison, City Manager

FROM: Kurt W. Hauk, City Engineer

SUBJECT: Amendment #1: Wastewater Treatment Plant Outfall Disinfection System Design

Enclosed is Amendment #1 to the Wastewater Treatment Plant Agreement for the Disinfection System Design.

During the course of this work, some structural issues were discovered as outlined in the June 27, 2012 memorandum and the scope of work for Amendment #1.

GHD will perform the required work to prepare these items for eventual structural repair. These documents have been reviewed and recommended by the Chief Plant Operator and the Superintendent of Water.

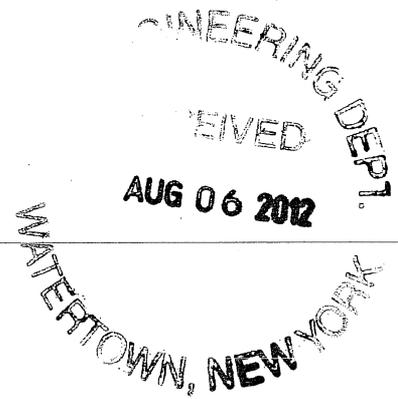
The cost of the additional services is \$5,800 which would bring to total contract amount to \$712,600.

Please prepare a resolution for Council consideration.

cc: Amy Pastuf, Purchasing Agent
Mike Sligar, Superintendent of Water
Jim Mills, Comptroller
Mark Crandall, Chief Operator STP
File



August 3, 2012



Mr. Kurt W. Hauk, P.E.
City Engineer
City of Watertown
245 Washington Street
Room 305
Watertown, NY 13601

Re: Amendment No. 1
Watertown WPCP Disinfection Improvements
City of Watertown, New York
GHD No. 8614925.0

Dear Mr. Hauk:

Enclosed please find two original copies of Amendment No. 1 to our contract for the Watertown WPCP Disinfection Improvements Project. This Amendment is being provided at the request of the City to provide additional structural inspection and evaluation services for the existing Control Building and Sludge Disposal Building, as indicated in our memorandum to the City dated June 27, 2012.

Please review the contents of this Amendment, have both original copies signed, and return one signed original copy to our office.

If you have any questions regarding this Amendment, please do not hesitate to contact us.

Sincerely,

GHD CONSULTING ENGINEERS, LLC

Jason D. Greene, P.E.
Project Manager

Enclosure

cc: Mark Crandall, City of Watertown (w/enc.)
Michael Sligar, P.E., City of Watertown (w/enc.)
Bruce Munn, P.E., GHD (w/out enc.)
Christopher Kwasniewski, P.E., GHD (w/out enc.)



Memorandum

Date	June 27, 2012		
To	Mark Crandall - City of Watertown Mike Slagar - City of Watertown Kurt Hauk - City of Watertown		
From	Chris Kwasniewski, P.E.	Telephone	315 679 5740
Subject	Structural Inspection of Chlorine Contact Tank Watertown WPCP Disinfection Improvements	Job No.	8614925.0

On April 19, 2012, GHD conducted a structural inspection at the Watertown Water Pollution Control Plant (WPCP) in Watertown, New York. This inspection was performed in response to our agreement with the City for the Disinfection Improvements Project. This inspection consisted of visual observations and non-destructive testing (including sounding of concrete with a mason's hammer.)

The focus of our inspection was the abandoned chlorine contact tank for Train A that is planned to be re-used as part of the disinfection project. The precast wall panels at the northwest and southwest corners (front) of the Control Building were also identified as a concern by our design team during an earlier site visit and, therefore, GHD also inspected the connections of these precast panels. In addition, during the inspection, some other structural observations were noted for the adjacent final settling tanks in Train A and the drop box located at the north end of the final settling tanks for Train B. A summary of our findings and recommendations is provided in this memorandum.

CHLORINE CONTACT TANK – TRAIN A

Background and Description

Based on construction photos that were reviewed, it is believed that the Train A chlorine contact tank was constructed circa 1967, during the original construction of the treatment plant. We have been unable to locate any construction documents for this tank to confirm how it was designed or constructed. However, it is believed that this reinforced concrete tank was constructed with the exterior walls designed as cantilevered retaining walls with the wall footing extending 5 – 6 feet inside the tank wall. The interior tank slab is cast adjacent to the cantilevered footing of these exterior walls, creating a base slab construction joint at this interface (approximately 5 – 6 feet inside the tank walls). On the interior portion of the base slab, a baffle wall was cast. The elevation of grade around the tank is approximately 1 foot below the top of the walls. On top of the exterior walls, aluminium guardrails have been installed with the posts embedded into the walls.

The 1976 drawings indicate that this structure was slightly modified as part of that project. Another interior baffle wall was constructed, which provided two parallel tank sections within the contact tank. In addition, a sloped concrete floor topping was cast over portions of the base slab.

The Train A chlorine contact tank has been out of service since the 1980s.



Memorandum

Assessment of Condition

In general, the concrete walls and base slab of the chlorine contact tank are in sound condition, with the exception for concrete cracking and spalling around the guardrail post embedments (see photo 1). The surface of the concrete appears to have had a coating along the upper portion of the exterior walls, which has significantly deteriorated. The concrete surfaces that are below the coated areas along the lower sections of the tank show signs of slight deterioration of the concrete paste (photo 2). Along the west side of the tank there is a placement of wall (defined between two vertical construction joints) that consists of an unsound/deteriorated surface (photo 3). Also, on the west side of the tank, there is a vertical misalignment of two adjacent wall placements along a vertical construction joint (photo 4). Since the actual structural system of this tank is unknown, it is uncertain if there may have been some slight out-of-plane movement of the wall(s) or if this misalignment of the walls was originally cast this way.

Along the base slab construction joint, the concrete was sounded and appears to be delaminated and/or spalled below the joint (photo 5). The sloped floor topping, cast circa 1976, is badly cracked (consisting of vegetative growth). This floor topping was sounded and appears to be delaminated off of the original base slab (Photo 6). There are also other isolated areas of concrete damage throughout the chlorine contact tank (photos 7 and 8).

Recommendations

We recommend that the following repairs be incorporated into the Contract Documents for the Disinfection Improvements Project that is currently being undertaken:

1. All of the existing guardrail with embedded posts should be removed and replaced with top mounted guardrails in order to minimize or stop further damage to the concrete. All of the existing embedded sleeves should be removed and filled with non-shrink grout. All the cracks should be epoxy injected and the spalls should be patched with a repair mortar.
2. The unsound concrete wall placement along the west side of the existing chlorine contact tank should be surface blasted and recoated with a repair mortar coating.
3. The misaligned wall placements should be further investigated to determine if movement has occurred, and if movement could continue to occur. The construction joint between these wall placements should be closely inspected (probed and/or chipped out) to verify if reinforcement passes through this joint. If reinforcement is present, the wall placements were most likely cast misaligned, and have not moved. If no reinforcing is present and the wall has shifted, additional structural repair will be necessary.
4. The deteriorated joint along the base slab interface should be removed and patched with repair mortar.
5. The delaminated sloped concrete topping should be completely removed. Replacement of the floor topping is dependent upon the upcoming design needs.
6. Isolated areas of damage should be patched with repair mortar.



Memorandum

PRECAST WALL PANELS AROUND THE CONTROL BUILDING

Background and Description

The Control Building was constructed circa 1967 as a steel-framed building with tilt-up precast concrete tee wall panels and precast hollow-core roof planks (photo 9). These precast wall panels appear to be connected with a single clip welded to an embedded plate at the top and bottom of the panel at 2 feet on center. The wall panels at the northwest and southwest corners (front) of the building were the original focus of our inspections, since outward movement of these panels was identified during an earlier site visit. As a result of our observations, we extended our focus on the precast wall panels along the south side of the building as well.

Assessment of Condition

In general, the precast concrete tee wall panels appear to be in good condition. However, the bottom reveals of the northwest and southwest corner precast wall panels were measured and it appears that the wall panels have moved out approximately 1 inch. Upon further investigation, it was discovered that the top and bottom clips were either missing or they have been separated from the embedded plates, indicating a broken weld (photo 10). The reveal along the base of the wall panels along the north side appeared to vary slightly, but the bottom reveal along the south side appeared to vary significantly. At this time, we are unsure if the foundation wall was cast with this variation, or if the clips on the wall panels are no longer attached, allowing these wall panels to move outward. In particular, the narrow wall panel between the Truck Garage overhead doors appears to have moved out significantly, leaving only about 1/4 inch of the wall panel bearing on the foundation wall (photo 11). Inspection of the inaccessible wall panel clip connections could confirm if movement of these precast wall panels has occurred.

It was also noted that the interior finish (plaster over insulation board) on the wall panels was badly delaminated and cracking in the Boiler Room and Chlorinator Room (photo 12). Trapped moisture behind the interior finish could be a possible cause for this occurrence.

Recommendations

We recommend the following actions:

1. All of the remaining wall panels should be further inspected to verify that the top and bottom clip connections are still attached and in an acceptable condition.
2. The missing clips at the northwest and southwest corners are of a high concern since these panels do not appear to be secured to the building structure. Reconnection of the wall panels should be a high priority.
3. The delaminated interior finish of the identified wall panels in the Boiler Room and Chlorinator Room should be removed and reapplied. Possible causes of trapped moisture in these two rooms should be further evaluated. These causes may include a leaking roof or inadequate ventilation.



Memorandum

SELECT PORTIONS OF FINAL SETTLING TANKS IN TRAIN A & TRAIN B

Background and Description

The final settling tanks for Train A were constructed circa 1967 as in-ground rectangular concrete tanks with a center walkway. The final settling tanks in Train B were constructed circa 1986 as partially in-ground rectangular concrete tanks with a center walkway and a drop box located at the north end.

Assessment of Condition

These structures were not fully inspected, as they are not directly within the scope of the current Disinfection Improvements Project. However, a few noticeable issues on portions of these structures were noted during our inspection.

For the final settling tanks in Train A, it was noted that most of the guardrail assembly is very loose and will deflect several inches when minimal force is applied to them. Also, there is noticeable spalling along sections of the center walkway and of the walls near the east end of the tank (photo 13).

At the north end drop box of the final settling tanks in Train B (where our new process tanks would connect up to), it was noted that there is significant concrete cracking and spalling around the guardrail post embedments (photo 14).

Recommendations

We recommend the following actions:

1. All of the existing guardrails along the final settling tanks in Train A should be retightened throughout. If retightening of the existing guardrail assembly does not rectify the issue, then either replacement of the basemounts or full replacement of the guardrail system may be needed.
2. The identified spalling along the center walkway and walls of the final settling tanks in Train A should be patched with repair mortar.
3. At the drop box located at the north end of final settling tanks in Train B, all the existing guardrail with embedded posts should be removed and replaced with top mounted guardrails to minimize or stop continued damage to the concrete. All of the existing embedded sleeves should be removed and filled with non-shrink grout. All of the cracks should be epoxy injected, and the spalls should be patched with a repair mortar.

CONCLUSION AND RECOMMENDATIONS

The chlorine contact tanks have a number of structural deficiencies that could continue worsen over time if they are not addressed. Thus, we recommend having all the deficiencies identified in this memorandum repaired as part of the current design project, including:

1. Removal and replacement of the guardrails, and repair of related tank cracks and spalls.
2. Surface blast and recoating of the west side concrete wall with repair mortar.



Memorandum

3. Removal and mortar patch repair of the base slab construction joint.
4. Complete removal of the delaminated floor topping (need for replacement to be determined during final design).
5. Patch repair of isolated areas of concrete damage with mortar.
6. Investigation of the construction joint between the misaligned wall placements.

At the Control Building, possible movement of the precast wall panels is a concern. All of the precast wall panels should have their connections thoroughly inspected soon. Also, the current atmospheric conditions in the Boiler Room and Chlorinator Room should be further evaluated as part of this design project. The following is a summary of GHD's recommendations for the Control Building:

1. Expanded investigation of the precast wall panel clip connections throughout the Control Building.
2. Develop recommendation to reconnect precast wall panels to foundation and roof that are identified to be deficient.
3. Evaluate and develop recommendations to address potential trapped moisture conditions in the Boiler Room and Chlorinator Room, and for the repair of the interior wall finish system.

The identified structural deficiencies at the final settling tanks for Train A and Train B should be addressed either as part of this design project or as a separate effort by the City. In either case, GHD recommends the following actions:

1. Retighten or replace the existing guardrails around the Train A Final Settling Tanks.
2. Patch repair the spalled concreted along the center walkway and walls of the Train A Final Settling Tanks.
3. Remove and replace the existing guardrails along the north end drop box for Train B, including grout, epoxy and mortar patch repairs to the concrete.
4. Perform additional inspection of the final settling tanks for both Train A and Train B to identify possible structural deficiencies.

Note: GHD did not conduct an inspection of all the structures at the Watertown WPCP. The focus of GHD's inspection was specific to those systems contained within the scope of the current Disinfection Improvements Project. However, based on the age of some of the existing structures, specifically for Train A, the City may want to consider an evaluation of these structures in the future.



Memorandum



Photo 1: Typical cracked concrete around guardrail post sleeve embedment



Photo 2: Deterioration of cement paste



Memorandum



Photo 3: Unsound/deteriorated surface of wall placement on west side



Photo 4: Misalignment of wall placements



Memorandum

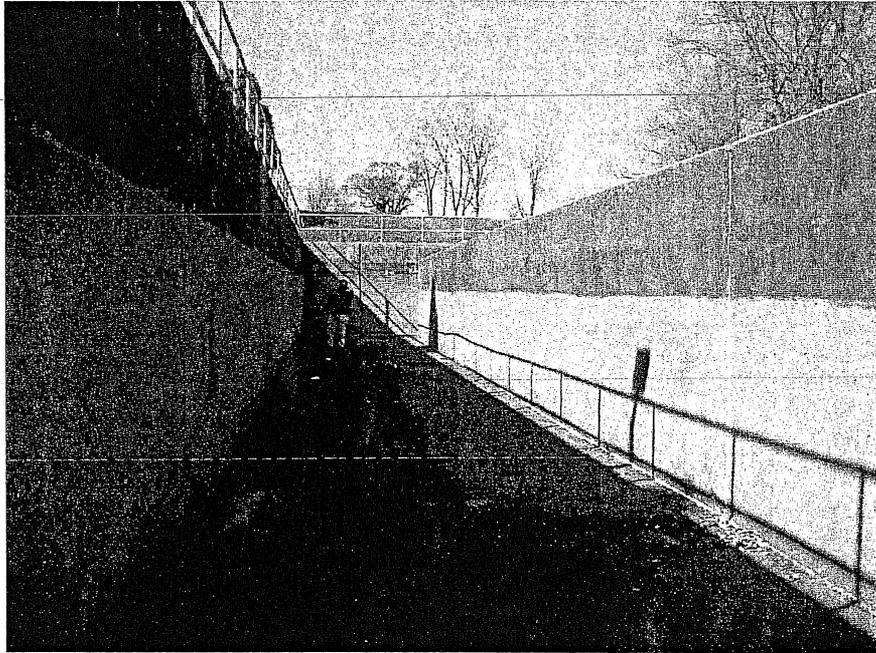


Photo 5: Delamination/spall along suspected base slab construction joint

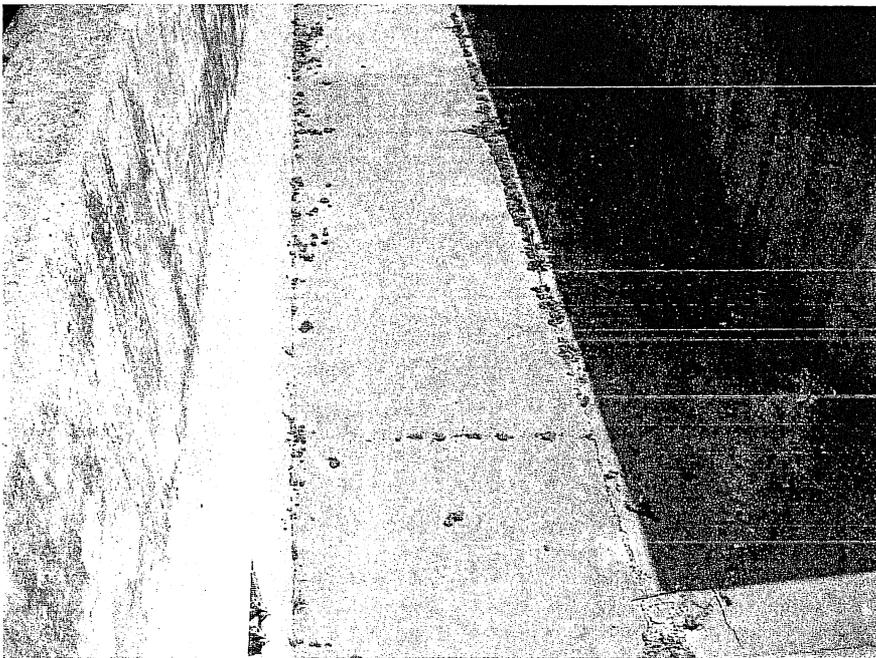


Photo 6: Cracking and delamination of sloped floor topping



Memorandum

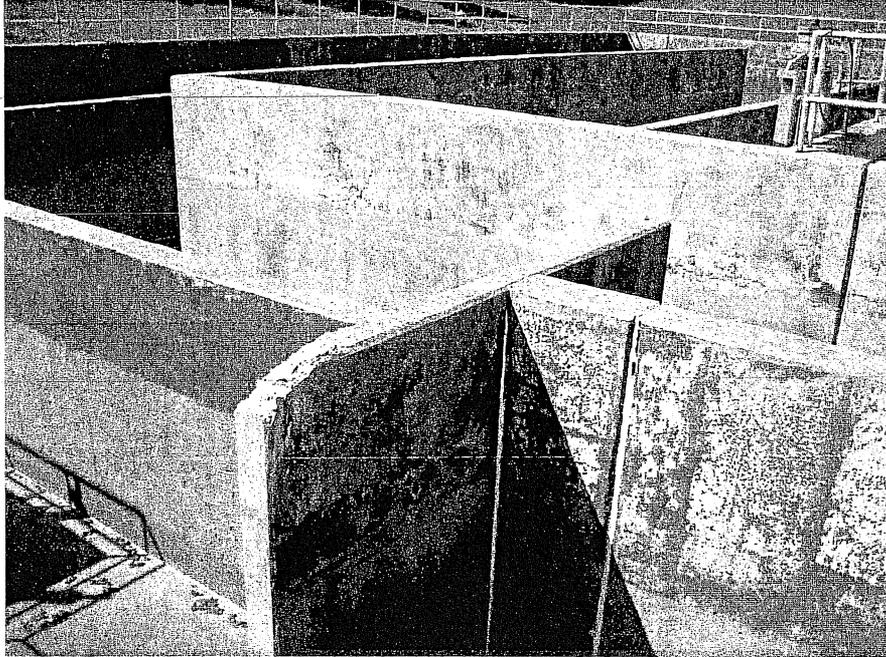


Photo 7: Spall at top exposed corner of wall



Photo 8: Spall at base of interior baffle wall



Memorandum



Photo 9: Elevation of Control Building



Photo 10: Missing clip at top of northwest corner wall panel



Memorandum

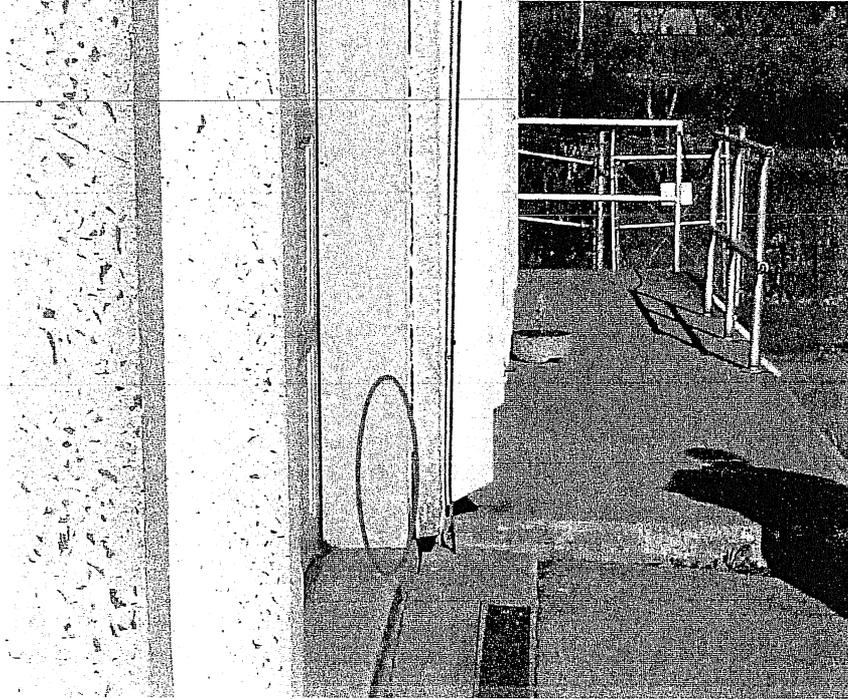


Photo 11: Suspected movement of wall panel at Truck Garage



Photo 12: Delaminated and cracked interior finish on wall panel



Memorandum

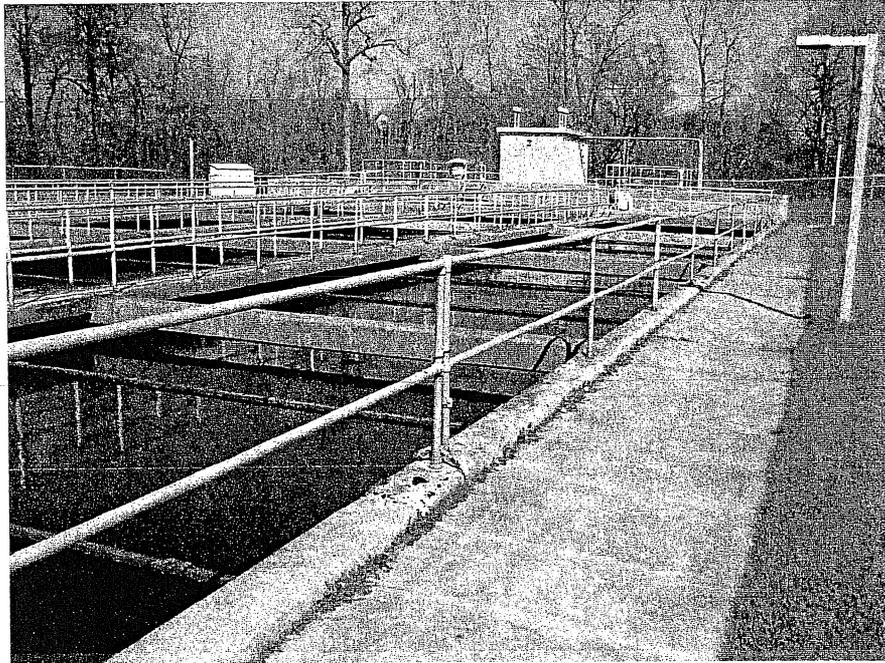


Photo 13: Spalls along final settling tanks in Train A

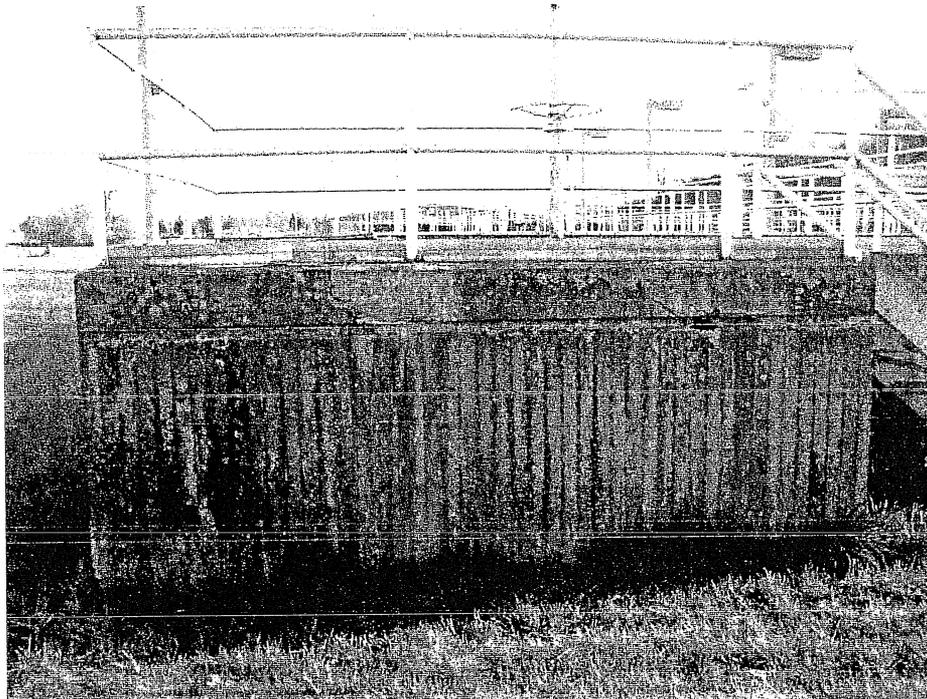


Photo 14: Spalls at guardrail post embedments

Res No. 3

August 15, 2012

To: The Honorable Mayor and City Council
From: Elliott B. Nelson, Confidential Assistant to the City Manager
Subject: Watertown Minor Hockey Association Bulk Ice Agreement

For the past three years, the City of Watertown and the Watertown Minor Hockey Association have entered into an Agreement that allows their organization to rent ice time in bulk at the City-owned Municipal Arena. Discussions between City staff and representatives of the Association have recently concluded, and both parties have agreed to the terms within the attached Agreement.

Under the terms of this Agreement, the City will be paid \$45,000 for the use of ice time during the timeslots detailed in the document. A total of 743 hours have been slotted for use by the Association. Time slots include early Saturday mornings as well as holidays and breaks when local public schools are closed. Many of the timeslots used by the Association are considered non-prime hours and would otherwise go unused. The actual cash value of this ice time, based on the fee schedule contained in Section A320 of the City Code, is \$50,407.

The times contained within this Agreement have been carefully reviewed to ensure there is no conflict with Thousand Islands Privateers home games. The Minor Hockey Association and Ms. Kiernan, owner of the Privateers, successfully worked with City staff to come to a mutually beneficial arrangement. It should be noted that this winter's Arena ice season will be expanded by two weeks, thus allowing the Association to reserve a comparable number of hours to last season. Last year's Bulk ice Agreement provided 728 hours for use by the Association, compared to 743 this year.

Attached for City Council review and consideration is a resolution authorizing the approval of the Agreement for Bulk Ice Rental at the Watertown Municipal Arena. A copy of the proposed Agreement is also attached for your review. The appropriate City staff will be in attendance at the meeting to answer any questions Council Members may have.

RESOLUTION

Page 1 of 1

Approving Agreement for Bulk Rental of Ice Time at the Watertown Municipal Arena, Watertown Minor Hockey Association

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 City of Watertown owns and operates an Arena at the Alex T. Duffy Fairgrounds, and

WHEREAS the Watertown Minor Hockey Association expressed their desire to enter into an Agreement for bulk rental of ice time at the Fairgrounds Arena to support their programs, and

WHEREAS City Council of the City of Watertown desires to promote recreational activities at this community recreational facility,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Agreement for Bulk Rental of Ice Time at the Watertown Municipal Arena between the City of Watertown and the Watertown Hockey Association, a copy of which is attached and made a part of this resolution, and

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

Seconded by

**AGREEMENT FOR BULK RENTAL OF ICE TIME
AT THE WATERTOWN MUNICIPAL ARENA
FAIRGROUNDS WATERTOWN, NEW YORK**

This Agreement is being made and is intended to be effective as of October 1, 2012 for a period of one (1) ice season between the City of Watertown, New York with its principal offices located at 245 Washington Street; Watertown, New York 13601 (the "CITY") and the Watertown Minor Hockey Association ("Hockey Association"), P. O. Box 371, Watertown, NY 13601.

INTRODUCTION

WHEREAS the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Watertown Municipal Arena within the City of Watertown, and the ice arena is a community recreational facility, and

WHEREAS the City desires to promote future recreational activities at the ice arena for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City, and

WHEREAS in pursuit of that public purpose, the City desires to grant "bulk" ice time for the 2012-13 ice season to the Hockey Association for the operation, management and maintenance of a skating program for the use of the people in the community wanting to learn and improve ice skating skills, and

WHEREAS in pursuit of the public purpose the City desires to enter an Agreement for the bulk rental of ice time provided by § A320-4 of the City Code,

NOW, THEREFORE, in consideration of mutual covenants and agreements as stated herein, the City and the Watertown Hockey Association agree as follows:

AGREEMENT

SECTION I – TERM

The term of this agreement shall be from October 1, 2012 (the anticipated first day of ice in the Arena) through March 30, 2013.

SECTION II – PROPERTY

The City agrees to permit the Hockey Association to use a part of the City of Watertown Municipal Arena generally consisting of the ice surface, player boxes, penalty boxes, scorer's booth, changing rooms and hockey goals. The City grants the Hockey Association the right of ingress and egress over municipal property to the extent necessary to operate the hockey program on the City's ice sheet.

SECTION III – NONASSIGNABILITY

The City and Watertown Hockey agree that it is the purpose of this agreement to permit the use, operation, management and maintenance of the Hockey Program at the premises by the Hockey Association, and that this agreement may not be assigned by Watertown Hockey to any other person or entity. The Hockey Association agrees that the City's consent to any assignment may be withheld for any reason, and in its sole discretion.

SECTION IV – COMPENSATION

A. The one time annual fee for "bulk ice time" as detailed in Section V of this Agreement is \$45,000 as offered by the Hockey Association to the City for the 2012-2013 ice season. Payment of the annual fee shall be made as follows:

One-half (1/2) to be paid upon the effective date of the agreement; and

The balance due will be paid on or before January 1, 2013. Payment of the fees shall be made by the Hockey Association to the City Comptroller.

B. Any time used by the Association outside of the bulk ice time slots set forth in Section V of this contract will be billed within one week of usage and due within 30 days of the invoice.

C. The Association will be permitted to continue to utilize space within the Arena for storage of hockey-related equipment. It is understood by the Association that storage space at the Arena is limited, and the Association may be asked to remove their belongings should the need for space arise.

SECTION V – ICE TIME

A. The City will provide the Hockey Association annual ice time slots that are set aside for the organization each season. These times, with some minor adjustment, are based on previous years and include:

Day of the Week	Time of Day
Sunday	7:30 a.m. to 1:05 p.m.; 3:10 p.m. to 6:10 p.m.
Monday*	6:00 p.m. to 8:30 p.m.
Tuesday	4:20 p.m. to 7:05 p.m.; 9:00 p.m. to 10:00 p.m.
Thursday	5:05 p.m. to 7:05 p.m.
Saturday	7:30 a.m. to 1:05 p.m. 4:50 p.m. to 7:30 p.m.** 4:50 p.m. to 7:15 p.m.***

*Normal Monday scheduled will be observed every week except for Monday, February 18 when this time slot will be used by the 1000 Island Privateers.

**Saturday ice will extend to 7:30 p.m. when no 1000 Islands Privateers home game is scheduled.

*** Saturday ice time will end at 7:15 p.m. when the 1000 Island Privateers have a scheduled home game.

B. In addition to the time listed above the City will set aside the additional times requested by the Association that include:

Day of the Week	Time of Day
Saturday	6:30 a.m. to 7:30 a.m.
Columbus Day	6:35 a.m. to 10:35 a.m.
Veterans' Day	6:35 a.m. to 10:35 a.m.
Wednesday before Thanksgiving	6:35 a.m. to 10:35 a.m.
Friday after Thanksgiving	6:35 a.m. to 10:35 a.m.
Christmas School vacation	6:35 a.m. to 10:35 a.m.
Martin Luther King Day	6:35 a.m. to 10:35 a.m.
Winter School vacation	6:35 a.m. to 10:35 a.m.

It is understood by the parties that the 6:30 a.m. to 7:30 a.m. time slots on Saturdays and 6:35 to 7:30 time slots on the other specified days are set aside for the use of the Association, as listed above. However because of low utilization during that time slot, the Association will notify the City, one week in advance when they will use the ice between 6:30 a.m. and 7:30 a.m. on Saturdays or 6:35 a.m. and 7:30 a.m. on the other specified days.

C. In the event ice time is not used, a courtesy call shall be made within a reasonable time frame. The City at that point shall have the option to resell the ice time without affecting this contract.

D. The Hockey Association recognizes that the Arena will be closed Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day and therefore no ice time will be available and time missed will not be compensated.

E. The Hockey Association agrees to give up ice time and allow for annual events such as all local High School Hockey Games and for Watertown Figure Skating Club's annual testing session, exhibition and show.

F. Ice time for any Hockey Association tournaments will be negotiated with the rental groups that are affected. In any event Hockey Association will use their own scheduled ice time first before canceling another group's time.

G. The Hockey Association agrees to hold the City harmless should the Arena be closed for any unforeseen circumstance such as weather, emergencies or other items the City has no control over.

H. Any additional time requested by the Hockey Association above and beyond the ice time slots listed in Section V of this Agreement, will be billed in accordance with the rates established in the City Code Section 320, Article III, § A320-4, Schedule of Fees.

SECTION VI – MAINTENANCE

A. The City agrees that it will keep the premises, including any structural or capital repairs and improvements, in good repair during the term of this agreement at its own expense. The City further agrees that it shall provide reasonable and normal ice surface for skating purposes.

SECTION VII – INSURANCE

A. The Hockey Association agrees to furnish and maintain during the term of this Agreement general liability insurance in the amount of \$500,000/\$1,000,000 combined single limit per occurrence, and property damage insurance in the sum of \$50,000 per occurrence. Hockey Association's policy of liability insurance shall name the City as a certificate holder and as an additional named insured without restriction to vicarious liability issues only. Hockey Association shall provide the City with copies of its declaration pages for the policy or policies during the duration of this Agreement, and those declaration pages must be delivered to the City prior to Hockey Association's commencement of any activities on the premises.

B. The Hockey Association shall procure and maintain Worker's Compensation Insurance and Disability Insurance in accordance with the laws of the State of New York. This insurance shall cover all persons who are employees of the Franchisee under the laws of the State of New York.

SECTION VIII – HOLD HARMLESS

The Hockey Association shall indemnify and hold the City harmless including reimbursement for reasonable attorney's fees from any and all loss, claims, costs or expenses arising out of any claim of liability for injuries or damages to persons or to property sustained by any person or entity by reason of the Hockey Association's operation, use or occupation of the premises, or by or resulting from any act or omission of the Hockey Association, or any of its officers, agents, employees, guests, patrons or invitees. Coverage under the liability insurance in the type and amounts identified in Section IX naming the City as an additional named insured shall be sufficient for purposes of meeting Hockey Association's obligations under this paragraph.

SECTION IX – TERMINATION

This franchise may be terminated by the City, for cause, upon any of the following:

- A. Violation of the Hockey Association of any of the applicable laws and regulations of the State of New York including regulations promulgated by the New York State Department of Health.
- B. This Agreement may also be terminated by the City for the Hockey Association's failure to comply with any of the provisions of the agreement.

SECTION X – NO RECOURSE

- A. The Hockey Association acknowledges and agrees that the premises may be subject to being shut down for any number of reasons including down time for structural repairs, and the Hockey Association agrees that it shall have no recourse against the City for damages in the event the premises are unavailable for use.

SECTION XI – VENUE AND APPLICABLE LAW

- A. The City and the Hockey Association agree that the venue of any legal action arising from a claimed breach of this Agreement is in the Supreme Court, in and for the County of Jefferson.
- B. This agreement shall be construed in accordance with the laws of the State of New York.

SECTION XII – SAVINGS CLAUSE

The parties acknowledge that it is important to the parties to have a valid agreement in connection with the subject matter. Therefore, the parties agree that, to the extent any term, condition, or provision of this agreement is found to be invalid, for any reason, the remainder of this agreement shall, to the extent possible, remain in full force and effect for the contract term or for any extension thereof.

SECTION XIII ENTIRE AGREEMENT

This agreement represents the entire agreement between the parties in connection with the referenced subject matter, and each party acknowledges that there are no promises, agreements, conditions or understandings, either oral or written, express or implied, which are not set forth in this agreement. Each party further agrees that no change to the terms of this agreement shall be binding unless such change is in writing and signed by both parties.

SECTION XIV – NOTICE

All notices required to be given under this agreement shall be in writing and shall be deemed to have been duly given on the date mailed. If sent by certified mail, return receipt requested to:

City:

City Manager
245 Washington Street
Watertown, New York 13601

Association:

Watertown Minor Hockey Association
P.O. Box 371
Watertown, New York 13601

IN WITNESS WHEREOF, the City and Watertown Minor Hockey Association have caused this agreement to be executed by the parties and is to be effective as of October 1, 2012.

THE CITY OF WATERTOWN, NEW YORK

By: _____
Sharon Addison, City Manager

WATERTOWN MINOR HOCKEY ASSOCIATION

By: _____
Tricia Bannister, General Manager

Res No. 4

August 16, 2012

To: The Honorable Mayor and City Council
From: Elliott B. Nelson, Confidential Assistant to the City Manager
Subject: Sunday Touch Football League Flat Fee Agreement

Attached for Council's consideration is a flat fee Agreement between the City and the 'Sunday Touch Football League' which play games at the City Fairgrounds throughout the fall. In the past, this fee has been assessed through the use of roster fees, which are unwieldy and require an inordinate amount of staff time to implement. A flat fee is a much simpler method to charge this group for the use of City-owned fields.

Parks and Recreation Superintendent Erin E. Gardner is recommending the flat fee Agreement be approved and implemented for the Sunday Touch Football League. As Council is aware, any agreement for the use of City-owned facilities that is outside the parameters of the fees schedule listed in the City Code requires Council's approval. This Agreement is in the amount of \$700, for participation by seven teams, which is comparable to last season's league fee and number of teams participating.

City staff will be available at the Council Meeting to answer any questions regarding this Agreement.

RESOLUTION

Page 1 of 1

Approving Agreement for Flat Fee Use of Athletic Fields, Sunday Touch Football League

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 City of Watertown owns and operates the Alex T. Duffy Fairgrounds, and

WHEREAS the Sunday Touch Football League has expressed their desire to enter into an Agreement for Flat Fee Use of Athletic Fields to support their program, and

WHEREAS City Council of the City of Watertown desires to promote recreational activities at this community recreational facility,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby approves the Agreement for Flat Fee Use of Athletic Fields at the Alex T. Duffy Fairgrounds between the City of Watertown and the Sunday Touch Football League, a copy of which is attached and made a part of this resolution, and

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

Seconded by

CITY OF WATERTOWN FAIRGROUNDS

AGREEMENT FOR FLAT FEE USE OF ATHLETIC FIELDS

This Agreement by and between the City of Watertown, with an address of 245 Washington Street, Watertown, New York 13601 (“City”) and Sunday Touch Football League, with an address of 27882 County Route 342, Black River, New York 13612 (“League”) dated this ___ day of August, 2012.

RECITALS

WHEREAS, for a number of years, League has scheduled the use of playing fields at the City of Watertown Fairgrounds, and has paid for those fields through the imposition of “roster fees;” and

WHEREAS, administration of the “roster fee” program is unwieldy and costs more to implement and maintain than a simple flat fee based on prior years’ use; and

WHEREAS, the parties desire to enter into an Agreement for the payment of a flat fee to simplify the usage and payment therefore;

The parties agree as follows:

AGREEMENT

1. The League shall seek to schedule the use of the fields as desired, and as are available, for the 2012 season;
2. The fee to be charged the League by the City for the use of the fields, pursuant to the City’s “Facility and Athletic Field Agreement,” for the year 2012, shall be \$800.00;
3. The fee shall be payable as follows:
 - a. 25% in advance of the first field usage;
 - b. 50% on or before October 1, 2012; and
 - c. 25% on or before November 1, 2012.
4. The undersigned individuals, signing for the League, shall ultimately be personally responsible to the City for payment of the fees.

SUNDAY TOUCH FOOTBALL LEAGUE

By: Gary Carr

CITY OF WATERTOWN

By: Sharon Addison
City Manager

Res No. 5

August 16, 2012

To: The Honorable Mayor and City Council

From: Elliott B. Nelson, Confidential Assistant to the City Manager

Subject: Pop Warner Football League Flat Fee Agreement

Attached for Council's consideration is a flat fee Agreement between the City and the Pop Warner Football League for practice events throughout the fall. Over the past several years, Pop Warner Football has utilized two City-owned fields for practice events. These two fields, one located at the North Side Athletic Field Complex, and one located at Kostyk Park, did not have any fees associated with their use prior to this season. Here, City staff is proposing a flat fee Agreement in the amount of \$1,176 for all practice events during the 2012 season. This fee represents a 20% discount to the fee listed in section A320 of the City Code.

Parks and Recreation Superintendent Erin E. Gardner is recommending this flat fee Agreement be approved and implemented for the Pop Warner Football League. As Council is aware, any agreement for the use of City-owned facilities that is outside the parameters of the fees schedule listed in the City Code requires Council's approval.

City staff will be available at the Council Meeting to answer any questions regarding this Agreement.

RESOLUTION

Page 1 of 1

Approving Agreement for Flat Fee Use of Athletic Fields, Pop Warner Football League

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 City of Watertown owns and operates numerous athletic fields throughout the City, and

WHEREAS the Pop Warner Football league has expressed their desire to enter into an Agreement for Flat Fee Use of Athletic Fields for practice events, and

WHEREAS City Council of the City of Watertown desires to promote recreational activities at this community recreational facilities,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby approves the Agreement for Flat Fee Use of various City-owned Athletic Fields at between the City of Watertown and the Pop Warner Football League, a copy of which is attached and made a part of this resolution, and

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

Seconded by

CITY OF WATERTOWN

AGREEMENT FOR FLAT FEE USE OF ATHLETIC FIELDS

This Agreement by and between the City of Watertown, with an address of 245 Washington Street, Watertown, New York 13601 (“City”) and Pop Warner Football League, with an address of 1416 Sunset Ridge, Watertown, New York 13601 (“League”) dated this ____ day of August, 2012.

RECITALS

WHEREAS, for a number of years, League has scheduled the use of City-owned athletic fields at the North Side Field Complex and Kostyk Field for practice events, which previous to this year did not require a fee; and

WHEREAS, the payment of the fees listed in Section A320 of the City Code of the City of Watertown would prove to be cost-prohibitive for League; and

WHEREAS, the parties desire to enter into an Agreement for the payment of a flat fee to simplify the usage and payment therefore;

The parties agree as follows:

AGREEMENT

1. The League shall seek to schedule the use of the fields as desired, and as are available, for the 2012 season;

2. The fee to be charged the League by the City for the use of the fields, pursuant to the City’s “Facility and Athletic Field Agreement,” for the year 2012, shall be \$1,776.00;

3. The fee shall be payable as follows:

- a. 25% in advance of the first field usage;
- b. 50% on or before October 1, 2012; and
- c. 25% on or before November 15, 2012.

4. The undersigned individuals, signing for the League, shall ultimately be personally responsible to the City for payment of the fees.

5. It is explicitly understood by League that this agreement pertains to practice events on the two City-owned fields listed above. If League is found to be practicing any other City-owned athletic fields, League will no longer be able to utilize City-owned fields.

SUNDAY TOUCH FOOTBALL LEAGUE

By: Rowland Mesina

CITY OF WATERTOWN

By: Sharon Addison
City Manager

Res No. 6

August 14, 2012

To: The Honorable Mayor and City Council

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

Subject: Special Use Permit Request to Operate an Automobile Detailing Business in a Neighborhood Business District at 804 State Street, Parcel 12-06-322

Stan Layo has submitted an application for the above subject Special Use Permit (SUP). A SUP was previously approved for a similar use at this location, but that business moved in November 2011, and consequently the SUP expired.

The Planning Board reviewed the request at its August 7, 2012 meeting and adopted a motion recommending that Council approve the Special Use Permit with the three conditions listed in the attached resolution.

Attached are the report prepared for the Planning Board and an excerpt from its minutes.

A public hearing is required before City Council may vote on the resolution. It is recommended that a public hearing be scheduled for 7:30 pm on Tuesday, September 4, 2012.

RESOLUTION

Page 1 of 2

Approving a Special Use Permit Request to Operate an Automobile Detailing Business in a Neighborhood Business District at 804 State Street, Parcel 12-06-322

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 Stan Layo has made an application for a Special Use Permit to operate an automobile detailing business in a Neighborhood Business District at 804 State Street, parcel 12-06-322, and

WHEREAS the Planning Board of the City of Watertown reviewed the request for a Special Use Permit at its meeting held on August 7, 2012, and recommended that the City Council of the City of Watertown approve the request with the following conditions

1. The applicant shall repair the fence along the rear yard property line, and install landscaping alongside in conformance with the Landscaping and Buffer Zone Guidelines.
2. The applicant shall install a minimum 5 foot wide landscaped buffer between the sidewalk and the parking lot along the north and west edges.
3. The applicant shall pave the northern and western parking areas.

And,

WHEREAS a public hearing was held on the proposed Special Use Permit on Tuesday, September 4, 2012, after due public notice, and

WHEREAS the City Council has reviewed the Short Environmental Assessment Form, responding to each of the questions contained in Part II and has determined that the project, as submitted, is Unlisted and will not have a significant effect on the environment,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed Special Use Permit to allow automobile detailing at 804 State Street is an Unlisted Action for the purposes of SEQRA and hereby determines that the

RESOLUTION

Page 2 of 2

Approving a Special Use Permit Request to Operate an Automobile Detailing Business in a Neighborhood Business District at 804 State Street, Parcel 12-06-322

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

project, as proposed, will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that a Special Use Permit is hereby granted to Stan Layo to operate an automobile detailing business at 804 State Street, parcel 12-06-322, contingent upon the applicant meeting the conditions listed above.

Seconded by



MEMORANDUM

City of Watertown Planning Office

245 Washington Street, Room 304

Watertown, New York 13601

315-785-7730

Fax: 315-782-9014

TO: Norman J. Wayte II, Chairman, Planning Board

FROM: Kenneth A. Mix, Planning and Community Development Coordinator ^{KAM}

SUBJECT: Special Use Permit Approval – 804 State Street, Parcel Number 12-06-322

DATE: July 19, 2012

Request: Special Use Permit request to operate an automobile detailing business in a Neighborhood Business District at 804 State Street, parcel 12-06-322

Applicant: Stan Layo

Proposed Use: Auto Detailing (Car Wash)

Property Owner: Mark Bonner

Submitted:

8 1/2" x 11" Copy of Parcel Map: Yes

A Sketch of the Site to Scale: No

Completed Part I of an
Environmental Assessment Form: Yes

SEQRA: Unlisted Action

County Planning Board Review Required: No

Comments: A Special Use Permit allowing for auto sales, detailing, and repair was previously approved by City Council on September 19, 2011. That approval carried three conditions: repair of the fence along the rear property line, installation of a landscaped buffer along the north and west property lines, and paving of the north and west parking areas.

Prior to any of those conditions being met, the previous applicants vacated the premises, and provided the Code Enforcement Bureau with a letter informing them that the special use had ceased. Thus, the previous SUP has expired.

No apparent effort has been made to improve the conditions of the site in the intervening time. The fence has fallen into further disrepair, and full sections are now missing.

Staff still recommends that the fence along the rear yard be repaired, and landscaping be installed in conformance with the Landscaping and Buffer Zone Guidelines. Likewise, installing landscaping between the parking areas and sidewalk is still recommended.

Repaving the parking areas may no longer be urgent. The parking load induced by the detailing business is much lower than the previous combination of detailing, sales, and repair. At a site visit on Thursday, July 19, 2012 at roughly 11:00 am, only three cars were present in the lot.

A copy of the staff report for the 2011 SUP is attached for your review.

Summary:

1. The applicant shall repair the fence along the rear yard property line, and install landscaping alongside in conformance with the Landscaping and Buffer Zone Guidelines.
2. The applicant shall install a minimum 5 foot wide landscaped buffer between the sidewalk and the parking lot along the north and west edges.
3. The applicant shall pave the northern and western parking areas.

cc: Planning Board Members
City Council Members
Robert J. Slye, City Attorney
Justin Wood, Civil Engineer II
Stan Layo, 123 Pleasant St. N.
Mark Bonner, 261 Franklin St.

Excerpt from the Minutes – August 7, 2012
City of Watertown Planning Board

**SPECIAL USE PERMIT – AUTO DETAILING
804 STATE STREET – 12-06-322**

The Board then considered a request submitted by Stan Layo to operate an automobile detailing business in a Neighborhood Business District at 804 State Street, parcel 12-06-322.

Mr. Layo was not present to describe the project.

The Board discussed the history of the property, and whether the three conditions imposed on the most recent Special Use Permit were still appropriate.

Mr. Katzman mentioned that he would like to see three conditions completed before the permit is issued.

Mr. Davis stated that there should be some mechanism to force the applicant to do the work. Giving them too long of a time frame just allows them to procrastinate.

Mr. Mix stated that the Code Enforcement Bureau could use their discretion to allow a reasonable amount of time to meet the conditions before closing the business.

Mr. Katzman moved to recommend that City Council approve the Special Use Permit request submitted by Stan Layo to operate an automobile detailing business in a Neighborhood Business District at 804 State Street, parcel 12-06-322, with the following conditions:

1. The applicant shall repair the fence along the rear yard property line, and install landscaping alongside in conformance with the Landscaping and Buffer Zone Guidelines.
2. The applicant shall install a minimum 5 foot wide landscaped buffer between the sidewalk and the parking lot along the north and west edges.
3. The applicant shall pave the northern and western parking areas.

Mr. Fontana seconded the motion, all voted in favor.



CITY OF WATERTOWN, NEW YORK

245 Washington Street, Watertown, NY 13601

Office: (315) 785-7730 - Fax: (315) 782-9014

Special Use Permit Application

APPLICANT INFORMATION

Name: **STAN LAYO**

Mailing Address: **804 STATE ST / 123 N. PLEASANT STREET (HOME ADDRESS)**

Phone Number: **(315) 955-3306**

Email: **Tammy Layo @ yahoo.com**

PROPERTY INFORMATION

Property Address: **804 STATE ST WATERTOWN, New York 13601**

Tax Parcel Number(s): **12 - 06 - 322**

Property Owner (if not applicant): **MARK BONNER**

If applicant is not owner or owner's representative, indicate interest in the property:

Signed Purchase Agreement (attach) Signed Lease (attach) None yet

Zoning District: **Neighborhood Business**

Required Attachments:

- 8.5x11 parcel map with property outlined with heavy black ink
- Sketch of the site drawn to an engineering scale (e.g. 1"=20')
- Completed Part I of the Environmental Assessment Form (SEQR)

REQUEST DETAILS

Proposed Use: **Detail Shop**

Explain proposal (use additional 8.5x11 sheets if necessary):

- Washing / Waxing / Detailing cars - only doing cars
not selling any cars.

676670
6/27/12

I certify that the information provided in this application is true to the best of my knowledge.

Signature: **Stanley Layo**

Date: **6/15/12**

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART 1 - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR: <i>S&J Auto Detailing / STAN LAYO</i>	2. PROJECT NAME <i>Detailing Shop</i>
3. PROJECT LOCATION: <i>804 STATE STREET</i> Municipality _____ County <i>JEFFERSON</i>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <i>804 STATE ST (intersection - S. Rutland St.)</i>	
5. IS PROPOSED ACTION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: <i>Auto detailing shop - Detail cars.</i>	
7. AMOUNT OF LAND AFFECTED: Initially <u><i>1/2</i></u> acres Ultimately _____ acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: <i>Residential neighborhood</i>	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency(s) and permit/approvals <i>DBA/EIN #</i>	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency(s) and permit/approvals <i>DBA/EIN #</i>	
12. AS A RESULT OF PROPOSED ACTION, WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u><i>Stanley Layo</i></u> Date: <u><i>6/15/12</i></u> Signature: <u><i>Stanley Layo</i></u>	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

PART II - ENVIRONMENTAL ASSESSMENT / To be completed by Agency

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12? If yes, coordinate the review process and use the FULL EAF.
 Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If NO, a negative declaration may be superseded by another involved agency.
 Yes No

C. COULD ACTION RESULT IN **ANY** ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:

C2. Aesthetic agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:

C3. Vegetation or fauna, fish shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly.

C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly.

C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly.

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CEA?
 Yes No

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?
 Yes No If yes, explain briefly

PART III - DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

- Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts AND provide on attachments as necessary, the reasons supporting this determination:

Name of Lead Agency

Print or Type Name of Responsible Officer in Lead Agency _____ Title of Responsible Officer _____

Signature of Responsible Officer in Lead Agency _____ Signature of Preparer (If different from responsible officer) _____

Date

Ord No. 1

August 14, 1012

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of a Portion of 473 Eastern Boulevard, Parcel 5-26-103.004, from Residence B to Light Industrial

A request has been submitted by David Wise of Stebbins Engineering for the above subject zone change. The Planning Board reviewed the request at its August 7, 2012 meeting and passed a motion recommending that the City Council approve the zone change request.

Attached are the report on the zone change request prepared for the Planning Board and an excerpt from their minutes.

The County Planning Board reviewed the request at its July 31, 2012 meeting and determined that the project is of local concern only.

The ordinance prepared for City Council consideration approves the zone change as requested. The Council must hold a public hearing on the ordinance before it may vote. It is recommended that a public hearing be scheduled for 7:30 pm on Tuesday, September 4, 2012. A SEQRA resolution will also be presented for City Council consideration at that meeting.

ORDINANCE

Page 1 of 1

Changing the Approved Zoning Classification of a Portion of 473 Eastern Boulevard, Parcel 5-26-103.004, from Residence B to Light Industrial

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.

YEA	NAY

Total

Introduced by

BE IT ORDAINED where David Wise of Stebbins Engineering has submitted a request to change the approved zoning classification of the rear portion of 473 Eastern Boulevard, parcel 5-26-103.004, from Residence B District to Light Industrial District, and

WHEREAS the Planning Board of Jefferson County reviewed the request at its meeting held on July 31, 2012, pursuant to General Municipal Law Section 239-m, and adopted a motion that the project does not have any significant county-wide or inter-municipal issues and is of local concern only, and

WHEREAS the Planning Board of the City of Watertown considered the zone change at its meeting held on August 7, 2012, and adopted a motion recommending that the City Council approve the zone change as requested, and

WHEREAS a public hearing was held on the proposed zone change on September 4, 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, and

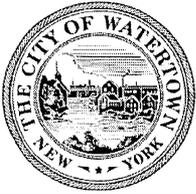
WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested zone change,

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of the rear portion of 473 Eastern Boulevard, parcel 5-26-103.004, is hereby changed to Light Industrial District, 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



MEMORANDUM

CITY OF WATERTOWN, NEW YORK – PLANNING OFFICE
245 WASHINGTON STREET, ROOM 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 *KAM*

SUBJECT: Zone Change – 473 Eastern Boulevard, Parcel 5-26-103.004

DATE: July 19, 2012

Request: To change the approved zoning classification of a portion of 473 Eastern Boulevard, parcel 5-26-103.004, from Residence B to Light Industry

Applicant: David Wise, Stebbins Engineering

Owner: Stebbins Eng/Manf Co

SEQRA: Unlisted

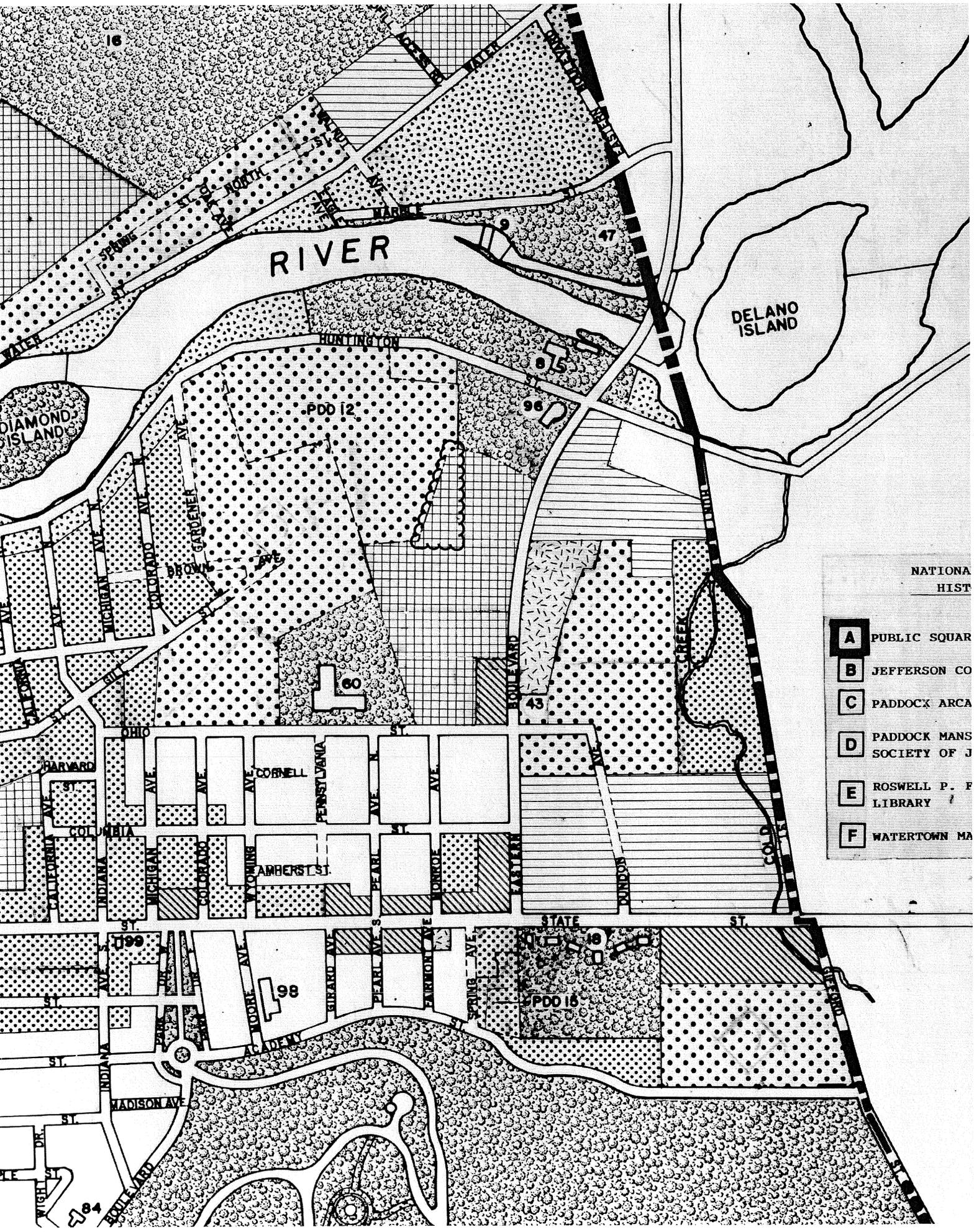
County review: Required – July 31, 2012 meeting

Comments: The applicant recently purchased the former Watertown Racquet Club property on Eastern Boulevard. The developed portion of this property is in a Light Industrial District, but the vegetated area at the rear of the lot is zoned Residence B. The applicant has made this request so that the racquet club can be connected to their primary property to the south via a gravel driveway (which has already been constructed).

The neighboring property is part of Planned Development District #12, a multi-family housing development. The closest residential building is approximately 50 feet from the boundary of the proposed Light Industrial zone, and over 200 feet from the existing building.

This property is designated for industrial use in the adopted Land Use Plan.

cc: City Council Members
Robert J. Slye, City Attorney
Justin Wood, Civil Engineer II
David Wise, 363 Eastern Blvd, Watertown 13601



NATIONAL HISTORIC

- A** PUBLIC SQUARE
- B** JEFFERSON CO
- C** PADDOCK ARCA
- D** PADDOCK MANS SOCIETY OF J
- E** ROSWELL P. F LIBRARY
- F** WATERTOWN MA

RIVER

DELANO ISLAND

PDD 12

95

96

97

98

99

98

99

PDD 15

HUNTINGTON

DIAMOND ISLAND

CALIFORNIA AVE

MICHIGAN AVE

COLORADO AVE

95 OF GARDEN AVE

OHIO ST

HARVARD ST

COLUMBIA ST

INDIANA AVE

MICHIGAN AVE

COLORADO AVE

WYOMING AVE

AMHERST ST

PENNSYLVANIA AVE

CORNELL AVE

STATE ST

PEARL AVE

INDIANA AVE

WYOMING AVE

AMHERST ST

PENNSYLVANIA AVE

CORNELL AVE

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CORNELL AVE

STATE ST

PEARL AVE

INDIANA AVE

WYOMING AVE

AMHERST ST

LAND USE OBJECTIVES

THIS PLAN ESTABLISHES BASIC LAND USE OBJECTIVES OF THE CITY OF WATERTOWN. THE LAND USE PATTERNS AND FUNCTIONS SHOWN ON THE PLAN SHOULD BE PROTECTED AND PROMOTED THROUGH THE ZONING ORDINANCE AND OTHER LAND USE AND DEVELOPMENT CONTROLS.



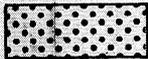
CITY CENTER: HIGH DENSITY CONCENTRATION OF SHOPPING, SERVICE, OFFICE, CULTURAL, RESIDENTIAL, AND RELATED USES APPROPRIATE AND NECESSARY TO SERVE THE COMMUNITY AND REGION. PROMOTES RETAIL AND FOOD SERVICE USES ON GROUND FLOOR WITH OTHER SERVICE, OFFICE AND RESIDENTIAL USES IN UPPER FLOORS.



PUBLIC AND INSTITUTIONAL SERVICES INCLUDING PARK AND OTHER OPEN SPACE: ADMINISTRATIVE, EDUCATIONAL, RELIGIOUS, RECREATIONAL, CULTURAL, AND RELATED SERVICE FACILITIES. SUCH USES ARE DETERMINED BY GOVERNMENT AND OTHER SPONSORS, MAY GENERALLY BE LOCATED IN ANY OTHER LAND USE AREAS, AND ARE SUBJECT TO EXPANSION, MODIFICATION, AND REMOVAL AS THE NEED FOR SERVICES CHANGES. SEE LIST: SMALLER FACILITIES ARE IDENTIFIED ONLY BY NUMBER.



LOW DENSITY RESIDENTIAL: PREDOMINANT USE FOR ONE-FAMILY DWELLINGS.



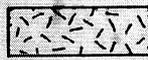
MEDIUM DENSITY RESIDENTIAL: SUBSTANTIAL USE FOR ONE- AND TWO-FAMILY DWELLINGS.



HIGH DENSITY RESIDENTIAL: CONCENTRATIONS OF MULTI-FAMILY DWELLINGS, MAY HAVE OTHER DWELLINGS.



COMMERCIAL: CONCENTRATIONS OF SHOPPING, SERVICE, AND RELATED USES SERVING THE NEIGHBORHOOD, COMMUNITY, OR REGION, AND COMPATIBLE WITH THE LOCATION.



LIMITED OFFICE: NEW CONSTRUCTION AND CONVERSION OF RESIDENTIAL STRUCTURES TO OFFICE AND MIXED (OFFICE PLUS APARTMENT) USE, EXCLUDING RETAIL USE.



OFFICE/BUSINESS: PREDOMINANT USE FOR OFFICES AND NON-RETAIL BUSINESSES.



NEIGHBORHOOD BUSINESS: HIGH DENSITY CONCENTRATION OF LOCAL SHOPPING, SERVICE AND OFFICE USES TO SERVE IMMEDIATE NEIGHBORHOODS.



HEALTH SERVICES: PREDOMINANT USE FOR HOSPITAL WITH ACCESSORY USES - MEDICAL OFFICES, INTERMEDIATE AND LONG-TERM CARE FACILITIES AND DIRECT SUPPORT SERVICES.



RIVERFRONT DEVELOPMENT: RECOGNIZES AND PROMOTES THE BLACK RIVER AS AN AMENITY WHICH CAN SPUR DEVELOPMENT OF ADJOINING OLDER AREAS OF THE CITY. REDEVELOPMENT WILL COMBINE ADAPTIVE RE-USE OF HISTORIC BUILDINGS AND NEW CONSTRUCTION TO UTILIZE THE RIVERFRONT TO ITS FULLEST POTENTIAL. LAND USES WILL INCLUDE A MIX OF RESIDENTIAL, COMMERCIAL AND PARK AND RECREATIONAL USES.



INDUSTRY: PERMITTED MANUFACTURING AND OTHER INDUSTRIAL USES.



DRAINAGE MANAGEMENT AREAS: PORTIONS OF VACANT AREAS MAY HAVE SOME DEVELOPMENT LIMITATIONS TO MAINTAIN DRAINAGE CAPACITY.



MAJOR HIGHWAY SYSTEM IMPROVEMENT

THE

STEBBINS ENGINEERING AND MANUFACTURING COMPANY

363 Eastern Boulevard
Watertown, New York USA 13601-3194
<http://www.StebbinsEng.com>

Telephone: (315) 782-3000
Telecopier: (315) 782-0481
E-Mail: info@StebbinsEng.com

July 13, 2012

City Engineering Office
Room 305, City Hall
245 Washington Street
Watertown, NY 13601

Reference: Zoning Change for Parcel 5-26-103.004
363 Eastern Boulevard
Watertown, NY



Dear Honorable Mayor and City Council,

STEBBINS has recently purchased the Watertown Racquet Club at 473 Eastern Boulevard with the understanding, at the time of the transaction, that the property we were buying was zoned Light Industrial. We were unaware that the rear third of the parcel was zoned Residential B and not Light Industrial as is the balance of the property.

Please accept our request for a Zoning Change for parcel 5-26-103.004 at STEBBINS Engineering, 473 Eastern Boulevard, Watertown, New York 13601. We propose changing the portion of the parcel that is presently zoned Residential B to Light Industrial to match the zoning classification of our other parcels at the Eastern Boulevard facility. It is our intent to connect our newly acquired property with our existing facility.

Enclosed are our completed application and the applicable tax map showing the parcel to be changed.

If you require any additional information, please contact me at 315-782-3000 ext. 2914 or at 783-7781.

Thank you for your assistance in this matter.

Regards,

THE STEBBINS ENGINEERING
AND MANUFACTURING COMPANY

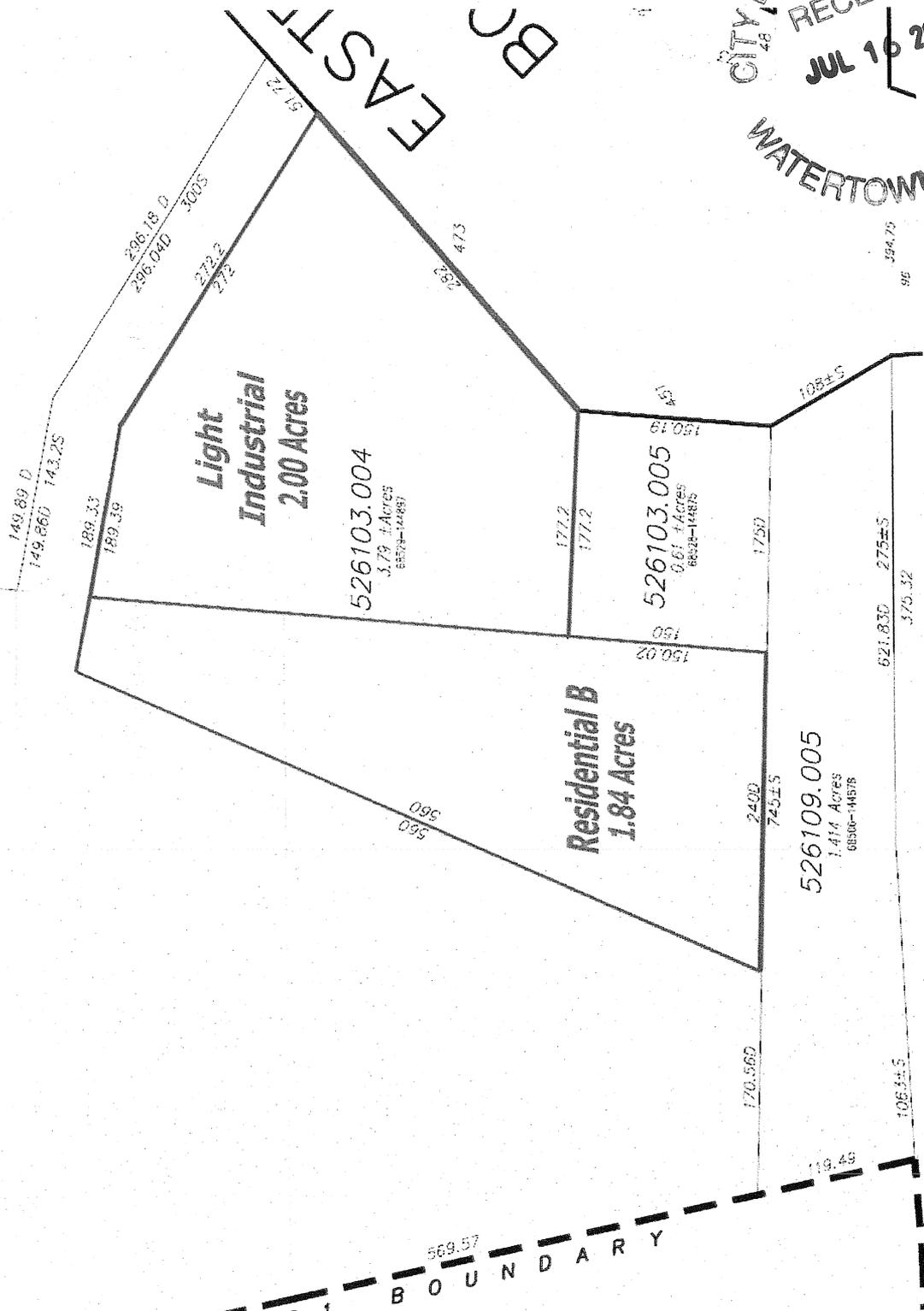
A handwritten signature in black ink that reads "David Wise".

David Wise
Manager of Shop Operations

/cm

Attachments: Application and Applicable Tax Map

CITY ENGINEERING DEPT.
RECEIVED
JUL 16 2012
WATERTOWN, NEW YORK



Current Zoning of Parcel 526103.004

Excerpt from the Minutes – August 7, 2012
City of Watertown Planning Board

**ZONE CHANGE REQUEST – STEBBINS ENGINEERING
473 EASTERN BLVD – PARCEL 5-26-103.004**

The Planning Board then considered a request submitted by David Wise of Stebbins Engineering to change the approved zoning classification of a portion of 473 Eastern Boulevard, parcel 5-26-103.004, from Residence B to Light Industrial.

Mr. Wise approached the Board and explained his request. He noted that when the property was purchased, it was listed as Light Industrial. They were unaware that a portion of the lot was still in a residential district. He explained that they will need to pass through this Residential B area in order to connect to their new building via a gravel driveway.

Mr. Katzman asked what the nearby buildings were.

Mr. Wise explained that they are an 801 housing development, and there is a substantial vegetated buffer in between. Mr. Mix clarified that it is the Huntington Heights apartment complex, and that this is a good chance to clean up some split zoning.

Mrs. Freda noted that the Land Use Plan shows the area as industrial, and so she is in favor of the request.

Mr. Katzman made a motion to recommend that City Council approve the request submitted by David Wise of Stebbins Engineering to change the approved zoning classification of a portion of 473 Eastern Boulevard, parcel 5-26-103.004 from Residence B to Light Industrial, as submitted.

Mr. Davis seconded, all voted in favor.



Department of Planning
175 Arsenal Street
Watertown, NY 13601



Donald R. Canfield
Director of Planning

(315) 785-3144
(315) 785-5092 (Fax)

August 2, 2012

Andrew Nichols, Planner
City of Watertown
245 Washington Street, Suite 304
Watertown, NY 13601

Re: David Wise, Stebbins Engineering, Zoning Map Amendment
JCDP File # C 7 - 12

Dear Andrew:

On July 31, 2012, the Jefferson County Planning Board reviewed the above referenced project, referred pursuant to General Municipal Law, Section 239m.

The Board adopted a motion that the project does not have any significant County-wide or intermunicipal issues and is of local concern only.

During the review the County Planning Board determined that the local board should ensure that this amendment is consistent with current plans and the vision for the City.

Please note that the advisory comment is not a condition of the County Planning Board's action. It is listed to assist the local board in its review of the project. The local board is free to make its final decision.

General Municipal Law, Section 239m requires the local board to notify the County of its action on this matter within thirty (30) days after taking a final action.

Thank you.

Sincerely,

E. Hartley Bonisteel
Community Development Coordinator

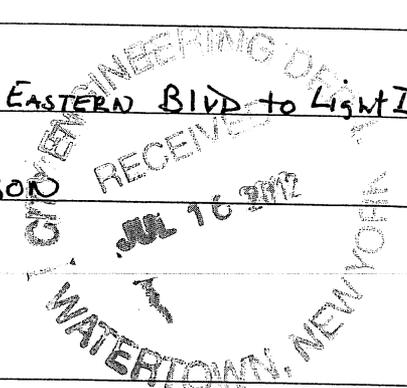
EHB

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART 1 - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)

1. APPLICANT/SPONSOR STEBBINS ENGINEERING	2. PROJECT NAME REZONE 473 EASTERN BLVD to Light Ind.
3. PROJECT LOCATION: Municipality WATERTOWN County JEFFERSON	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) 473 EASTERN BOULEVARD WATERTOWN, N.Y. 13601	
5. IS PROPOSED ACTION: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration ZONING CHANGE	
6. DESCRIBE PROJECT BRIEFLY: connecting newly acquired Property (WRC) with existing facility (Stebbins Eng.)	
7. AMOUNT OF LAND AFFECTED: Initially _____ acres Ultimately 1.84 acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: MAJORITY OF PROPERTY ADJOINING THIS PARCEL IS ZONED LIGHT INDUSTRIAL	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency(s) and permit/approvals	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency(s) and permit/approvals	
12. AS A RESULT OF PROPOSED ACTION, WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE	
Applicant/sponsor name: STEBBINS ENGINEERING	Date: 7/13/12
Signature: Dan J. Wise	

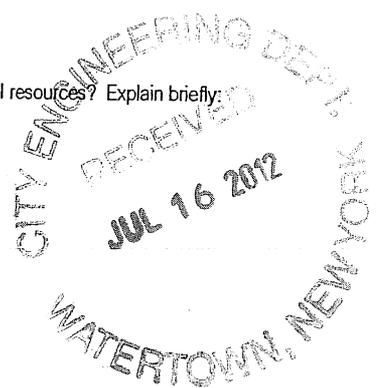


If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12? If yes, coordinate the review process and use the FULL EAF.
 Yes No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If NO, a negative declaration may be superseded by another involved agency.
 Yes No

- C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)
- C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:
 - C2. Aesthetic agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:
 - C3. Vegetation or fauna, fish shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:
 - C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:
 - C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly.
 - C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly.
 - C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly.



D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CEA?
 Yes No

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?
 Yes No If yes, explain briefly

PART III – DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

- Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts AND provide on attachments as necessary, the reasons supporting this determination:

Name of Lead Agency

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (If different from responsible officer)

Date

August 2, 2012

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Request to Acquire City Property on N. Hamilton Street

On August 8, 2012, the Board of Audit discussed Jeffrey M. Patterson's request to acquire City property as a result of the survey of the North Hamilton Street playground. Mr. Patterson maintains that he has cared for the property for the last 20 years. A recent survey of the playground revealed that City property extends beyond the fence, by approximately 4 feet. The total area of the property in question is approximately 4 feet by 110 feet; the City Comptroller requests the minimum price of this property to be \$100.

A site visit to the adjoining properties on August 15th revealed that Mr. Patterson had apparently claimed this property to be his own as he has constructed a shed whose width is bounded by the City's playground fence and Mr. Patterson's house. Also, a backyard fence extends from Mr. Patterson's house to the playground fence. It should be noted that the City's fence is entwined with very large trees.

Discussions with Ken Mix, Planning & Zoning, revealed that parkland cannot be sold without alienation legislation by the State. In order to proceed, the City would need to contact our State Senator and Assemblyperson to sponsor such legislation which would be subject to Senate and Assembly approval processes and ultimately, signed by the Governor.

It is my recommendation to forgo the transfer of said City property to Mr. Patterson given State formalities governing the sale of parkland for such minimal revenue.



July 30, 2012

Ann Saunders, City Clerk
City Hall
245 Washington St. Rm. 101
Watertown, NY 13601

Ms. Saunders:

Recently the city had the North Hamilton Street playground surveyed. The surveyors informed me the property line for the playground is actually four feet further into what I thought was my property which is 249-251 N. Hamilton St. If indeed this survey is accurate and no mistakes were made I would like to know what I can do to obtain this property from the city. I have maintained this piece of property for the last 20 years and my in-laws for several years before that. This piece of land is along the playground fence and runs approximately 4 feet by 110 feet. Thank you for taking the time to look into this matter. My contact information is listed below. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff M. Patterson".

Jeffrey M. Patterson
251 N. Hamilton St.
Watertown, NY 13601
315-782-1422 home
315-767-8978 cell
315-786-2682 work



cc: City Manager
City Attorney
Engineering



CITY OF WATERTOWN, NEW YORK

SUITE 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7730
FAX (315) 782-9014
TDD STATE RELAY NO.: 711

SHARON ADDISON
CITY MANAGER

August 3, 2012

Jeffrey M. Patterson
251 North Hamilton Street
Watertown, NY 13601

Dear Mr. Patterson:

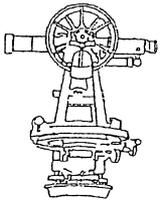
We are in receipt of your letter of July 30, 2012 concerning your property line along the North Hamilton Street playground. Please be advised that we will review your request at our Board of Audit meeting scheduled for August 8, 2012.

Sincerely,

Sharon Addison

SA:eg

cc: Erin E. Gardner, Superintendent of Parks and Recreation
Kurt W. Hauk, City Engineer
Ann M. Saunders, City Clerk



STORINO GEOMATICS
LAND SURVEYING SERVICES & CONSULTING, PLLC

179 CONGER AVENUE
WATERTOWN, NEW YORK 13601-2318
TEL/FAX: (315) 788-0287
WWW.STORINOGEOMATICS.COM

THOMAS M. STORINO, PLS

SUGGESTED DESCRIPTION
CITY OF WATERTOWN TAX P.N. 6-10-121.000
LANDS OF THE CITY OF WATERTOWN
HAMILTON STREET NORTH PLAYGROUND

ALL THAT TRACT or parcel of land situate on the westerly side of Hamilton Street North in the City of Watertown, County of Jefferson, State of New York, and being further described as follows:

Beginning at a ½" capped iron rebar set in the westerly assumed margin of Hamilton Street North (49.5' R.O.W.) at the intersection of the most northeasterly corner of the land herein described (P.N. 6-10-121.000, City of Watertown) and the most southeasterly corner of a parcel of land that was conveyed to Jeffrey Patterson and Renee L. Patterson by deed dated March 10, 1992, (Liber 1293, Page 311), said intersection also being the most northeasterly corner of Lot Number 3 and most southeasterly corner of Lot Number 2 as shown on a map of City Building Lots of the Oscar Paddock Estate in the First Ward by F.S. Hubbard, Surveyor, dated August 1888, filed in the Jefferson County Clerk's Office November 21, 1888 in Book No. 1 of Maps at Page 40, and in the City of Watertown First Ward Book of Maps at Page 10, said rebar further being situate along the westerly assumed margin of Hamilton Street North a direct tie bearing of S 31°03'17" W and a direct tie distance of 152.60 feet from the intersection of the southerly monumented margin of Bronson Street (24.75' R.O.W.) and the westerly assumed margin of Hamilton Street North;

THENCE S 31°03'17" W, along the westerly assumed margin of Hamilton Street North, a distance of 187.83 feet to a ½" capped iron rebar set, said rebar marking the most southeasterly corner of P.N. 6-10-121.000 (City of Watertown);

THENCE N 58°19'48" W, along the common property line between P.N. 6-10-122.000 (Graban) and P.N. 6-10-121.000 (City of Watertown), and along the southerly side of a chain link fenceline, passing through a ½" capped iron rebar set and a ¾" iron pipe found at a distance of 78.10 feet and 154.40 feet respectively, and continuing a total distance of 156.20 feet to a ½" capped iron rebar set, said rebar marking the most southwesterly corner of P.N. 6-10-121.000 (City of Watertown);

THENCE N 32°28'39" E, along the common property line between P.N. 6-10-109.000 (Coullier), P.N. 6-10-110.000 (Coullier), P.N. 6-10-111.000 (Bondurant), P.N. 6-10-112.000 (Cook), P.N. 6-10-113.000 (Morales), P.N. 6-10-117.000 (Sampson), and P.N. 6-10-121.000 (City of Watertown), and along the westerly side of a chainlink fenceline, passing through a ½" capped iron rebar set and a ½" iron pipe found at a distance of 93.11 feet and 141.17 feet respectively, and continuing a total distance of 186.21

feet to a ½" capped iron rebar set, said rebar marking the most northwesterly corner of P.N. 6-10-121.000 (City of Watertown);

THENCE S 58°56'43" E, along the common property line between P.N. 6-10-118.000 (Bauder), P.N. 6-10-120.000 (Patterson), and P.N. 6-10-121.000 (City of Watertown), about 5.5 feet northerly of and parallel to a chain link fenceline, passing through a ½" capped iron rebar set at a distance of 75.79 feet, and continuing a total distance of 151.57 feet to the point and place of beginning.

CONTAINING 28,777.331 Sq. Ft. (0.661 Ac.) of land more or less.

SUBJECT to and including any and all rights or restrictions of record.

ALSO SUBJECT to and including any and all other rights or restrictions of record that an accurate updated abstract of title may disclose.

INTENDING to describe lands owned by the City of Watertown, on Hamilton Street North in the City of Watertown (also known as Tax Map P.N. 6-10-121.000).

AS SURVEYED by STORINO GEOMATICS, Land Surveying Services & Consulting, PLLC, on various dates throughout the months of June and July 2012.

The bearings used in this description are based on magnetic north as observed on June 14, 2012.

All capped iron rebars set read "T STORINO, LS 50035".

BEING the same premises as Lots 3, 4, and 5 as shown on a map of City Building Lots of the Oscar Paddock Estate in the First Ward by F.S. Hubbard, Surveyor, dated August 1888, filed in the Jefferson County Clerk's Office November 21, 1888 in Book No. 1 of Maps at Page 40, and in the City of Watertown First Ward Book of Maps at Page 10.

The monumented margins referred to herein are those as monumented by the Department of Engineering of the City of Watertown, New York. The parcel numbers referred to herein are those shown upon the Assessment maps of said city that are on file in the City Engineer's office, Room 305, Municipal Building, 245 Washington Street.

It being the intent of the City of Watertown, to accomplish delineation and marking of the property corners of Tax Map P.N. 6-10-121.000; thus enabling creation of an updated description.

Handwritten signature of Thomas Michael Storino in cursive script.

Thomas Michael Storino
Thomas Michael Storino, L.L.S. No. 50035
Licensed Land Surveyor

August 15, 2012

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Property Offer – 306 Rear Factory Street

The City has received the attached offer from TS Vendors in the amount of \$1,500 for the purchase of 306 Rear Factory Street. The property was acquired by the City in June 2009 as a result of the City's tax enforcement process. TS Vendors owns the property known as 306 Factory Street.

The property has not been included in any recent property auctions as there is a 24" water main and a stone sewer that runs through the parcel. In the past, City staff has requested it not be included in the auctions to allow the City access to the infrastructure whenever needed. City Council could consider selling this parcel if permanent easements along with restrictions prohibiting building any type of structures on the parcel were included in the quit claim deed. A public auction with the minimum price set at the attached offer of \$1,500 along with the easement requirements is recommended as there had been past inquiries regarding this parcel.

CONTRACT TO PURCHASE AND SELL

WHEN SIGNED, THIS DOCUMENT CREATES A BINDING LEGAL CONTRACT. BUYER & SELLER SHOULD CONTACT THEIR OWN ATTORNEY BEFORE SIGNING.

BUYER: CHAD J. JOHNSON / TS Vendors Inc.
BUYER'S ADDRESS:
BUYER'S ATTORNEY: DOLDO & NEDDO, 230 FRANKLIN STREET, WATERTOWN, NEW YORK

SELLER: CITY OF WATERTOWN
SELLER'S ADDRESS:
SELLER'S ATTORNEY:

1. OFFER TO PURCHASE: I/We offer to purchase the following described property situated in the ^{City of Watertown} ~~Town of Leray~~, County of Jefferson, State of New York (hereinafter "the premises"):

ADDRESS: 306 REAR FACTORY STREET, WATERTOWN
APPROXIMATE SIZE: 49.5' x 77.3'
TAX MAP PARCEL #: 6-02-401.003
IMPROVEMENTS/BUILDINGS:

2. OTHER ITEMS INCLUDED: The following items now in or on the property and in their present condition are, included in this Purchase and Sale (strike out any that are not included): N/A

3. PURCHASE PRICE: I/We agree to pay the sum of \$1,500 to be paid as follows:

Deposit Money:

C) \$150
\$ -0- deposited in the form of a check with ___n/a___, the Seller's agent, to be held by them in trust until the sale is completed, at which time it shall become part of the purchase price, or returned if the Offer is not accepted or if accepted and the Seller fails to carry out their part of the conditions of this Offer. If the deposit is placed in an interest-bearing account other than an Interest On Lawyer's Account, it shall be segregated and the interest shall accrue for the benefit of the Buyer.

The balance of the purchase price will be paid at the closing in certified funds subject to the following if applicable:

Inspections:

N/A

4. FORM OF DOCUMENTS: Any and all documents (including but not limited to the deed, any note and mortgage, etc.) must in a form that is acceptable to the respective attorneys.

5. SURVEY: An existing survey, if any, to be provided by Buyer.

6. DEED: At closing, the Seller will convey fee title to Buyer by Quitclaim Deed. Buyer will pay all recording fees associated with the transfer, including deed stamps.

CJ / _____ initials



306 Rear Factory St

August 16, 2012

To: The Honorable Mayor and City Council

From: Elliott B. Nelson, Confidential Assistant to the City Manager

Subject: Extended Hours at the Flower Memorial Library

The purpose of this report is to update the City Council on the progress made toward implementing a pilot program to test expanding the operating hours at the Flower Memorial Library. Specifically, this pilot program will implement Sunday operating hours, from Noon until 5pm, during the timeframe of October 7 until November 25 of this year.

In order to sufficiently staff the facility during the additional hours, three staff members will be required, including one Librarian and two Clerks. Current staffing levels at the Library will not allow for the effective implementation of Sunday hours. Flower Memorial Library Director Barbara J. Wheeler has graciously volunteered to work the additional Librarian hours on Sundays. The Library Clerk positions will be advertised as a temporary appointment with an expected pay rate of \$14.00 per hour.

Additionally, City Council will soon be receiving a copy of the recent security audit performed at the Flower Memorial Library. Mrs. Wheeler is expecting the final report next week.

City staff will be prepared to discuss this topic at Monday night's Council meeting.

August 16, 2012

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Arena Concessions

At the request of City Council a summary of the Municipal Ice Arena's concession stand revenues and expenses for the past fiscal year was prepared.

FY 2011-12

Concession stand revenue			\$ 40,921
Less:			
Inventory at June 30, 2011		(\$ 2,863)	
FY 2011/12 inventory purchases		(\$17,445)	
Inventory at June 30, 2012		<u>\$ 2,785</u>	(\$ 17,356)
Miscellaneous supplies - condiments, cups, napkins			<u>(\$ 908)</u>
Net Profit/(Loss) before Labor			\$ 22,657
		Wages and Fringe	
	Estimated	Benefits	
	<u>Hours</u>		
Full-time Employees	1,338	\$ 26,180	
Seasonal Employees	<u>2,009</u>	<u>\$ 17,843</u>	<u>(\$ 44,023)</u>
	3,347		
			<u>\$ (21,366)</u>

A similar analysis of FY 10/11 concession stand results as presented in this report could not be completed due the lack of an automated cash register and inventory system. In addition beginning with FY 11/12 items that were previously posted to the General Fund account "A2012 - Concessions" such as the rentals and sharpening of ice skates were credited to General Fund account "A2065 - Skating Rink Charges". However based on information from the cash register software the rentals and sharpening of ice skates for FY 11/12 was \$18,196. Combining this amount with the \$40,921 for concession sales results in a total of \$59,117 as compared to the FY 10/11 amount for concessions and the rentals and sharpening of ice skates of \$57,554.

The following represents the quantities sold and gross revenues for the concession stand from October 1, 2011 through June 30, 2012 based on data obtained from the cash register software.

	Quantity	Revenues
Hot Food		
Hot Dog	1,322	\$ 2,644
Cheese pizza	258	\$ 516
Pepperoni pizza	<u>207</u>	<u>\$ 414</u>
Total	1,787	\$ 3,574
Snacks		
Nachos & cheese	1,027	\$ 3,081
Extra cheese	413	\$ 207
Popcorn	1,943	\$ 1,943
Soft king pretzel	749	\$ 1,498
Sour cream & onion chips	82	\$ 82
Cheese Doodles	90	\$ 90
Salt & vinegar chips	57	\$ 57
Barbeque chips	60	\$ 60
Giant slim Jim	264	\$ 396
Frosted animal crackers	5	\$ 5
Crackers	5	\$ 5
Chocolate chip cookies	22	\$ 22
Fudge stripe cookies	78	\$ 78
Fruit snacks - mixed berry	42	\$ 42
Fruit snacks - strawberry	47	\$ 47
Fruit snacks – cherry	44	\$ 44
Honey barbeque chips	4	\$ 4
Onion rings	6	\$ 6
All natural chips	48	\$ 48
Cheese puffs	54	\$ 54
Tortilla chips	31	\$ 27
Thin pretzels	7	\$ 7
Salted cashews	<u>5</u>	<u>\$ 5</u>
Total	5,083	\$ 7,808
Candy		
Blow pop	277	\$ 69
Juicy fruit gum	35	\$ 12
Hershey	102	\$ 102
Hershey with almonds	45	\$ 45
Kit kat	135	\$ 135
Reese's peanut butter cup	149	\$ 149
M & Ms	93	\$ 93

M & M with peanuts	117	\$	117
Starburst	46	\$	46
Milky Way	59	\$	59
Snickers	233	\$	233
Skittles - original	226	\$	226
Skittles	65	\$	65
Twix	188	\$	188
Butterfinger	97	\$	97
Laffy Taffy - green	258	\$	130
Laffy Taffy - strawberry	266	\$	137
Ring pops - cherry	274	\$	137
Ring pops	40	\$	20
Airheads	1,147	\$	287
Cotton candy	<u>129</u>	<u>\$</u>	<u>129</u>
Total	3,981	\$	2,476

Breakfast Items

Bagel	36	\$	37
Donut	3	\$	3
Muffin	7	\$	9
Danish	6	\$	9
Danish - raspberry	4	\$	4
Danish - apple	7	\$	7
Danish - cheese	7	\$	7
Danish - cinnamon	9	\$	9
Muffin - banana	4	\$	4
Apple strudel	7	\$	7
Pop tarts - chocolate	30	\$	30
Pop tarts - blueberry	39	\$	39
Pop tarts - brown sugar	7	\$	7
Pop tarts - strawberry	47	\$	47
Pop tarts - cherry	6	\$	6
Pop tarts - s'mores	<u>2</u>	<u>\$</u>	<u>2</u>
Total	221	\$	226

Beverages

Slushie	1,986	\$	3,972
Tea	47	\$	71
Coffee	1,355	\$	2,033
Orange Juice	30	\$	45
Apple juice	65	\$	98
Cappuccino - raspberry	25	\$	38
Cappuccino - french vanilla	608	\$	912
Hot chocolate	1,315	\$	1,973
Pepsi	539	\$	1,078

Diet Pepsi	302	\$	604
Mountain Dew	889	\$	1,778
Diet Mountain Dew	6	\$	12
Aquafina	382	\$	764
Brisk ice tea	48	\$	96
Brisk lemonade	56	\$	112
Pepsi - Wild Cherry	6	\$	12
Mug root beer	52	\$	104
Coke	514	\$	1,028
Diet Coke	275	\$	550
Cherry coke	6	\$	12
Coke zero	41	\$	82
Dr. Pepper	237	\$	474
Sprite	180	\$	360
Dasani	771	\$	1,542
Crush - orange	226	\$	452
Crush - grape	127	\$	254
Crush - cherry	84	\$	168
G2 - fruit punch	6	\$	12
G2 - purple	7	\$	14
G2 - orange	220	\$	440
Gatorade - frost	79	\$	158
Gatorade - orange	17	\$	34
Gatorade - blue	329	\$	658
Gatorade - red	200	\$	400
Gatorade - yellow	49	\$	98
Powerade - yellow	137	\$	274
Powerade - red	144	\$	288
Powerade - blue	224	\$	448
Powerade - orange	123	\$	246
Powerade - purple	115	\$	230
Mello yellow	55	\$	110
Barqs root beer	320	\$	640
Vault	<u>6</u>	<u>\$</u>	<u>12</u>
Total	12,203	\$	22,684

Merchandise

Hockey Tape	215	\$	538
Laces	32	\$	80
Mouth Guard	36	\$	90
Glow sticks	<u>13</u>	<u>\$</u>	<u>26</u>
Total	296	\$	734

Total concession sales- 10/1/11 – 6/30/12 \$ 37,502

August 14, 2012

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Sales Tax Revenue – July 2012

The City has received the monthly sales tax revenue amount from Jefferson County. In comparison to July 2011, the July 2012 sales tax revenue on an actual to actual basis is up \$1,931 or 0.14%. In comparison to the original budget projection for the month of July, sales tax is down \$48,999 or 3.47%.

The attached spreadsheet shows the detail collections for this year and last year along with the budgeted amounts. Collections for the Fiscal Years' 2008-09, 2009-10, 2010-11 and 2011-12 have been included for historical perspective.

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

	<u>Actual 2008-09</u>	<u>Actual 2009-10</u>	<u>Actual 2010-11</u>	<u>Actual 2011-12</u>	<u>Actual 2012-13</u>	<u>Variance</u>	<u>% Inc/(Dec)to Prior Year</u>
July	\$ 1,276,583	\$ 1,054,235	\$ 1,294,030	\$ 1,359,433	\$ 1,361,364	\$ 1,931	0.14%
August	\$ 1,268,437	\$ 1,111,868	\$ 1,250,127	\$ 1,319,714	\$ -		
September	\$ 1,529,231	\$ 1,805,736	\$ 1,777,374	\$ 1,886,899	\$ -		
October	\$ 1,103,267	\$ 1,081,394	\$ 1,147,531	\$ 1,215,879	\$ -		
November	\$ 1,106,240	\$ 1,056,203	\$ 1,203,035	\$ 1,207,881	\$ -		
December	\$ 1,413,485	\$ 1,606,018	\$ 1,681,408	\$ 1,897,409	\$ -		
January	\$ 1,073,261	\$ 1,103,884	\$ 1,213,795	\$ 1,195,675	\$ -		
February	\$ 843,971	\$ 921,272	\$ 984,089	\$ 1,036,230	\$ -		
March	\$ 1,458,063	\$ 1,572,098	\$ 1,445,902	\$ 1,624,451	\$ -		
April	\$ 954,271	\$ 1,121,188	\$ 1,190,708	\$ 1,217,913	\$ -		
May	\$ 960,159	\$ 1,079,512	\$ 1,164,270	\$ 1,224,057	\$ -		
June	\$ 1,479,763	\$ 1,709,687	\$ 1,654,800	\$ 2,029,525	\$ -		
YTD	<u>\$ 14,466,732</u>	<u>\$ 15,223,095</u>	<u>16,007,070</u>	<u>\$ 17,215,066</u>	<u>\$ 1,361,364</u>	<u>\$ 1,931</u>	<u>0.01%</u>

	<u>Original Budget 2012-</u>		<u>Actual 2012-13</u>	<u>Variance</u>	<u>%</u>
	<u>13</u>				
July	\$ 1,410,362	\$ 1,361,364	\$ (48,998)	-3.47%	
August	\$ 1,369,155	\$ -			
September	\$ 1,957,588	\$ -			
October	\$ 1,261,430	\$ -			
November	\$ 1,253,133	\$ -			
December	\$ 1,968,492	\$ -			
January	\$ 1,240,469	\$ -			
February	\$ 1,075,050	\$ -			
March	\$ 1,685,309	\$ -			
April	\$ 1,263,540	\$ -			
May	\$ 1,269,914	\$ -			
June	\$ 2,105,558	\$ -			
YTD	<u>\$ 17,860,000</u>	<u>\$ 1,361,364</u>	<u>\$ (48,998)</u>	<u>-3.47%</u>	