

CITY OF WATERTOWN, NEW YORK
AGENDA
Tuesday, February 16, 2021

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Tuesday, February 16, 2021, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

The City Council meeting is open to the public. All attendees must enter through the Sterling Street entrance and sign in. Each attendee must wear a mask while moving around but may remove it when seated with 6-foot spacing.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Performance Review of City Manager
- Resolution No. 2 - Performance Review of City Clerk
- Resolution No. 3 - Approving an Amendment to the Subrecipient Agreement with Neighbors of Watertown, Inc. for the 2018 Community Development Block Grant Owner-Occupied Rehabilitation Program
- Resolution No. 4 - Authorizing Professional Services Agreement for Design Services for the Mill Street South Span Bridge Rehabilitation Project with C&S Engineers, Inc.
- Resolution No. 5 - Authorizing Professional Services Agreement for Design Services for the Van Duzee Street Bridge Rehabilitation Project with C&S Engineers, Inc.

- Resolution No. 6 - Authorizing Professional Services Agreement for Design Services for the Newell Street Utility Bridge Rehabilitation Project with C&S Engineers, Inc.
- Resolution No. 7 - Approving Franchise Agreement, The Greater Watertown Red and Black, Inc.
- Resolution No. 8 - Approving Lease Agreement Between the City of Watertown and S&V Baseball Management LLC

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Tree Watertown Annual Report and Tree City USA Application
2. 2020 Analysis of Impediments to Fair Housing Choice
3. Complete Streets Annual Progress Report – Calendar Year 2020
4. Mill Street – Complete Streets Recommendation

NEW BUSINESS

EXECUTIVE SESSION

1. To discuss proposed, pending or current litigation.

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, MARCH 1, 2021.

Res Nos. 1 and 2

February 10, 2021

To: City Council Members
From: Jeffrey M. Smith, Mayor
Subject: Resolutions for Performance Reviews of City Manager and City Clerk

The Council Members have had an opportunity to review the accomplishments over the past year for the City Manager and City Clerk.

Attached are two resolutions which provide favorable performance reviews for both.

RESOLUTION

Page 1 of 1

Performance Review of City Manager

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Introduced by

Total

YEA	NAY

WHEREAS the Charter of the City of Watertown under Title III, Section 20-6 requires a performance review of the City Manager annually with findings adopted by March 1 each year, and

WHEREAS it was determined that the City Manager has demonstrated his management and communication style, and has become an effective leader of the City's workforce, and

WHEREAS the City Manager has been effective at maintaining the financial strength of the City, managing the myriad of tasks and responsibilities that fall under his discretion,

NOW THEREFORE BE IT RESOLVED that following an assessment and review of the City Manager's duties and performance, we find the City Manager, Kenneth A. Mix, has performed consistent with expectations and did an excellent job in the year.

Seconded by

RESOLUTION

Page 1 of 1

Performance Review of City Clerk

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the Charter of the City of Watertown under Title III, Section 20-8 requires a performance review of the City Clerk annually with findings adopted by March 1 each year, and

WHEREAS the City Clerk, Ann M. Saunders, has provided City Council with a summary of her duties and accomplishments for the previous year, and

WHEREAS City Council determined the City Clerk has done an excellent job of carrying out the duties of her office and serving the public, and

WHEREAS the City Clerk has effectively led her staff in a professional and productive way, and

WHEREAS the City Clerk continues to make her office more efficient,

NOW THEREFORE BE IT RESOLVED that following an assessment and review of the City Clerk's duties and performance, we find the City Clerk, Ann M. Saunders, has performed consistent with expectations and did an excellent job in the year.

Seconded by

February 9, 2021

To: The Honorable Mayor and City Council

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

Subject: Approving an Amendment to the Subrecipient Agreement with Neighbors of Watertown, Inc. for the 2018 Community Development Block Grant Owner-Occupied Rehabilitation Program

The City Council approved a subrecipient agreement with Neighbors of Watertown, Inc. (NOW) on November 19, 2018, to administer the 2018 Community Development Block Grant (CDBG) Owner-Occupied Rehabilitation Program. To date, this program has resulted in the rehabilitation of eight (8) owner-occupied housing units at various locations throughout the City. The original agreement with NOW was for \$250,000.

The City Council recently approved an amendment to the 2018 CDBG Annual Action plan to account for changes to several project budgets. While two projects were slightly over budget, there were several projects that were under budget. The approved amendment reallocated the surplus funds to the owner-occupied rehabilitation project. This will allow the funds to be spent in a timely manner, while also staying within the parameters of the approved Annual Action Plan. In order to increase the budget for the project, the subrecipient agreement with Neighbors of Watertown, Inc. (NOW) must be amended. The increased budget will allow the rehabilitation of at least one additional owner-occupied housing unit.

The approved amendment adds \$38,120.70 to the agreement which will bring the total contract cost with NOW to \$288,120.70.

A resolution approving the amendment to the subrecipient agreement with Neighbors of Watertown for an additional \$38,120.70 has been prepared for City Council's consideration.

RESOLUTION

Page 1 of 1

Approving an Amendment to the Subrecipient Agreement with Neighbors of Watertown, Inc. for the 2018 Community Development Block Grant Owner-Occupied Rehabilitation Program

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Council approved a subrecipient agreement with Neighbors of Watertown, Inc. on November 19, 2018, to administer the 2018 Community Development Block Grant (CDBG) Owner-Occupied Rehabilitation Program, and

WHEREAS the City has additional funding remaining in its 2018 Community Development Block Grant fund from projects that were completed under budget, and

WHEREAS in order to spend the remaining grant funds in a timely manner, the City Council amended the 2018 Annual Action Plan to reallocate the funds to the owner-occupied rehabilitation program and intends to amend the subrecipient agreement with Neighbors of Watertown, Inc. (NOW) to increase the contract amount to allow the rehabilitation of an additional housing unit, and

WHEREAS Staff has worked with NOW to identify a Rehabilitation project that the funding could be allocated to and drawn down before the end of the program year, and

WHEREAS an amendment to the agreement between the City and Neighbors of Watertown has been drafted,

NOW THEREFORE BE IT RESOLVED that the City Council approves the amendment to the 2018 Community Development Block Grant Owner-Occupied Rehabilitation Program agreement with Neighbors of Watertown, Inc., which increases the amount of the contract by \$38,120.70, for a revised total of \$288,120.70, a copy of which is attached and made part of this resolution,

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith, is hereby authorized and directed to execute said Amendment on behalf of the City of Watertown.

Seconded by:

AGREEMENT AMENDMENT
2018 Community Development Block Grant
Owner-Occupied Rehabilitation Program

The Agreement entered into on the 19th day of November 2018 by and between the City of Watertown, a municipal corporation having its principal office located at 245 Washington Street, Watertown, New York 13601, hereinafter referred to as the "City" and Neighbors of Watertown, Inc. with its principal office at 112 Franklin Street, Watertown, New York, 13601, hereinafter referred to as the "Subrecipient," is hereby amended.

WITNESSETH:

WHEREAS the City has additional funding available in its 2018 Community Development Block Grant fund from projects that were completed under budget, and

WHEREAS in order to spend the remaining grant funds, City Staff has worked with Neighbors of Watertown to identify an Owner-Occupied Rehabilitation project that the funding could be allocated to and drawn down before the end of the program year, and

WHEREAS an amendment was completed on the 2018 Annual Action Plan for the reallocation of funds, and

NOW THEREFORE, the City and the Subrecipient do mutually agree to amend their Subrecipient Agreement dated the 19th day of November 2018, as follows:

The total payment listed in Section IV. A of the Subrecipient Agreement is hereby increased by \$38,120.70 to a total amount not to exceed \$288,120.70, the Scope of Services in Section I. B is hereby modified from nine (9) eligible owner-occupied housing units to ten (10) and the ending date of the contract term in Section II. A is changed to December 31, 2021.

City of Watertown:

Date: _____

By: Jeffrey M. Smith
 Mayor

Neighbors of Watertown:

Date: _____

By: Reginald J. Schweitzer, Jr.
 Executive Director

Res Nos. 4, 5, 6

February 9, 2021

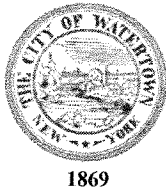
To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Agreements with C&S Engineers, Inc. for Design Services for the Mill Street South Span, Van Duzee Street and Newell Street Utility Bridges

The City Engineering Department requested and received from C&S Engineers, Inc. proposals to provide evaluations and design plans for the Mill Street South Span, Van Duzee Street and Newell Street Utility bridges. Money for engineering services for these projects was budgeted in the 2020-2021 Adopted Budget.

Attached are three resolutions approving Agreements for Professional Services with C&S Engineers, Inc. for each of the bridge projects for Council consideration.



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 08 February 2021

TO: Kenneth Mix, City Manager

FROM: Thomas Maurer, CE2

SUBJECT: Authorizing Professional Design Services Agreements
Mill Street South Span Bridge – BIN 2220230
Van Duzee Bridge – BIN 2220210
Newell St. Utility Bridge

The City Engineering Department asked C & S Engineers, Inc. to provide evaluations and design plans for miscellaneous bridge rehabilitation work on the bridges listed above.

The projects were budgeted for in the 2020-2021 Budget. A Grant from the NYS Bridge Program may be available for the construction. Construction will be planned after the evaluations have been completed so as not to interfere with the Court St. Bridge project.

The Professional Design Agreements are for a Maximum Amount Payable listed as follows covers field Inspection, plan preparation and construction support.

Mill Street South Span	\$7,500
Van Duzee Bridge	\$10,000
Newell St. Utility Bridge	\$19,500

Please prepare a resolution for Council consideration.

cc: James Mills, City Comptroller

RESOLUTION

Page 1 of 1

Authorizing Professional Services Agreement for Design Services for the Mill Street South Span Bridge Rehabilitation Project with C&S Engineers, Inc.

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is planning Rehabilitation Projects to include maintenance and rehabilitation of the Mills Street South Span Bridge, and

WHEREAS in support of this project, the City Engineering Department has negotiated a professional services agreement with C&S Engineers, Inc. for the design, plans and construction support services for the Bridge Rehabilitation in an amount not to exceed \$7,500,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement between the City of Watertown and C&S Engineers, Inc. for the Mill Street South Span Bridge project, a copy of which is attached and made a part of this resolution, and

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

Seconded by

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this ____ day of _____, 20____, by and between the City of Watertown, New York, a New York municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the "City"), and C&S Engineers, Inc., with principal offices located at *499 Col. Eileen Collins Blvd., Syracuse, New York 13212*

RECITALS

WHEREAS, the City requested a proposal from *C&S Engineers, Inc.*, along with a scope of work to provide Professional Services in connection with the *Mill Street Bridge (BIN 2220230)* over *Black River Overflow Maintenance Repairs* as outlined in Exhibit 1; and

WHEREAS, *C&S Engineers, Inc.* responded with a proposal and scope of work in a letter addressed to the City, dated *September 21, 2020*, containing a not to exceed fee for those services; and

WHEREAS, the City and *C&S Engineers, Inc.* desire to enter into an Agreement for the provision of the Professional Services as outlined in *C&S Engineers, Inc.*'s Fee Proposal dated *September 21, 2020*.

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

AGREEMENT

1. Scope of Services.

The scope of services to be performed by Engineer for the City in connection with the *Mill Street Bridge (BIN 2220230) over Black River Overflow Maintenance Repair* project is as set forth in the proposal dated *September 21, 2020*, a copy of which is attached as Exhibit "1.", not to exceed fee of \$7,500.

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

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

2. City Representative.

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

3. City to Provide File Documents.

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

4. City Property.

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

5. Term of Agreement.

The performance of services by Engineer shall commence on signing this Agreement. All services required to be performed pursuant to this Agreement shall be performed, to the City Engineer's satisfaction in sync with the project construction schedule.

6. Payment.

The Engineer shall submit monthly progress payments for hours worked and reimbursable expenses incurred during that monthly period.

7. Disputes.

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

8. Notices.

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

To the Engineer: C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212

WHEREFORE, the parties have signed this Agreement this ____ day of _____, 20____.

CITY OF WATERTOWN

By: _____

Kenneth Mix

City Manager

C&S Engineers, Inc.

By: _____

James F. Craig

Managing Engineer

EXHIBIT “1”

FEE PROPOSAL AND SCOPE OF SERVICES



C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
p: (315) 455-2000
f: (315) 455-9667
www.cscos.com

September 21, 2020

Mr. Michael Delaney
City Engineer
City of Watertown Department of Public Works
City Hall, Suite 305
245 Washington Street
Watertown, NY 13601

Re: **Mill Street over Black River Overflow, BIN 2220230**
Bridge Maintenance Repairs Proposal

Project No.: 129.105.001

Dear Mr. Delaney:

C&S Engineers, Inc. is pleased to submit this proposal to render engineering services in connection with Bridge Maintenance Repairs, (hereinafter called the "Project"). Our Basic Services will consist of field inspection, design and detail of remedial work, and preparing repair contract construction documents; the specific scope of which is set forth in the attached Exhibit "A" entitled, "Scope of Services", consisting of Page A-1. We ask you to furnish us with any additional information relating to your requirements not currently identified, including any special or extraordinary considerations for the Project or special services you may require. Additionally, we ask you to make available all pertinent reports, data, or other information necessary for our performance and upon which we may rely in performing services hereunder.

The Basic Services described in Exhibit "A" shall be completed by February 2021. If you should request any modifications or changes to the general scope or extent of the Project, the time allowed for performance of our services will be adjusted equitably.

In exchange for performance of our services, you agree to pay us for Basic Services a **Not to Exceed** fee of **\$ 7,500**, broken down as follows:

- 1) **Field Inspection & Review of Existing Information**
- 2) **Repair Details Preparation**
- 3) **Construction coordination/support**

In addition to the Basic Services as set forth in Exhibit "A", we also propose at this time to perform any Additional Services as may be requested by you in writing during the life of this Project. In exchange for any Additional Services we may perform, you agree to pay us on the basis of salary costs times a factor of 2.8. Reimbursable Expenses incurred by us in connection with any Additional Services, which may be requested, will be charged on the basis of actual cost.

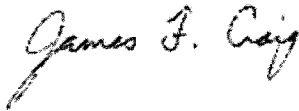
Mr. Michael Delaney
September 21, 2020
Page 2 of 2

The Terms and Conditions governing the performance and payment of our services proposed herein, including respective responsibilities and other pertinent matters, are set forth in Exhibit **"B"**, Terms and Conditions (Design Phase), attached hereto.

This proposal, together with attached Exhibits "A" and "B" constitutes the entire agreement between us with respect to its subject matter and supersedes all prior and contemporaneous written or oral understandings with respect to that subject matter. This proposal may be amended, supplemented, modified, or canceled only by a written instrument signed by both parties.

If this proposal, together with its governing Terms and Conditions, description of services to be rendered and fee schedule set forth herein meet with your approval, kindly acknowledge the same on the line indicated below and return to the undersigned. This proposal will become an agreement upon your acceptance, as acknowledged below. Your acceptance will constitute authorization to proceed on this Project. The proposal will remain open for acceptance until December 31, 2020, unless modified by us in writing.

Very truly yours,
C&S ENGINEERS, INC.

A handwritten signature in black ink that reads "James F. Craig". The signature is written in a cursive, flowing style.

James F. Craig, P.E.
Managing Engineer, Bridge Department

EXHIBIT "A"

SCOPE OF SERVICES

Mill Street over Black River Overflow, BIN 2220230 (Maintenance Repairs)

OWNER: City of Watertown

ENGINEER: C&S Engineers, Inc.

ENGINEER shall perform the following Basic Services after acceptance of ENGINEER's proposal by OWNER:

1.1 Field Inspection

- 1.1.1 The Consultant shall review the latest Biennial Bridge Inspection Report, and all available record documents in the BIN folder and visit the site to perform a visual inspection and obtain any required information in order to prepare the repair details.

1.2 Load Rating/Load Posting

- 1.2.1 A level one load rating will not be required.

1.3 This scope of work is based on the following assumptions:

- Assume repair work will include (based on available budget):
 - Minor Concrete Deck and Approach Slab Repairs
 - Concrete Sidewalk Repairs
 - Minor Concrete Abutment Repairs
 - Application of Concrete Sealer
 - Light Pole Base Repair
- Assume no Under Bridge Inspection Unit (UBIU) Rental will be required.
- The Black River is NYSDEC Class C. Assume the Consultant will NOT be required to complete a Joint Application for permit.
- Assume no Asbestos, Lead, Cyanide, or any other hazardous or contaminated materials will be disturbed. Assume no testing of soils or special soil remediation design work.
- Assume traffic will be maintained across the bridge during the repair work. The Contractor will provide WZTC signage, no detailed sign plan or layout will be required by the consultant.
- Assume that no contract proposal book will be required and no advertisement will be required. The City will hire a contractor to perform the work. The consultant will not be required to assist the City with procurement of a contractor.
- Assume deliverables will consist of repair contract plans stamped by a NYS Professional Engineer.
- No full time Construction Observation is included. The City will periodically observe the construction. Minor support to the City during construction is included.

END OF SCOPE OF BASIC SERVICES

RESOLUTION

Page 1 of 1

Authorizing Professional Services Agreement for Design Services for the Van Duzee Street Bridge Rehabilitation Project with C&S Engineers, Inc.

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is planning Rehabilitation Projects to include maintenance and rehabilitation of the Van Duzee Street Bridge, and

WHEREAS in support of this project, the City Engineering Department has negotiated a professional services agreement with C&S Engineers, Inc. for the design, plans and construction support services for the Bridge Rehabilitation in an amount not to exceed \$10,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement between the City of Watertown and C&S Engineers, Inc. for the Van Duzee Street Bridge project, a copy of which is attached and made a part of this resolution, and

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

Seconded by

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this ____ day of _____, 20____, by and between the City of Watertown, New York, a New York municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City”), and C&S Engineers, Inc., with principal offices located at 499 Col. Eileen Collins Blvd., Syracuse, New York 13212

RECITALS

WHEREAS, the City requested a proposal from *C&S Engineers, Inc.*, along with a scope of work to provide Professional Services in connection with the *Van Duzee Street Bridge (BIN 2220210) over Black River Maintenance Repairs* as outlined in Exhibit 1; and

WHEREAS, *C&S Engineers, Inc.* responded with a proposal and scope of work in a letter addressed to the City, dated *September 21, 2020*, containing a not to exceed fee for those services; and

WHEREAS, the City and *C&S Engineers, Inc.* desire to enter into an Agreement for the provision of the Professional Services as outlined in *C&S Engineers, Inc.*'s Fee Proposal dated *September 21, 2020*.

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

AGREEMENT

1. Scope of Services.

The scope of services to be performed by Engineer for the City in connection with the *Van Duzee Street Bridge (BIN 2220210) over Black River Maintenance Repair* project is as set forth in the proposal dated *September 21, 2020*, a copy of which is attached as Exhibit "1.", for a not to exceed fee of \$10,000.

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

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

2. City Representative.

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

3. City to Provide File Documents.

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

4. City Property.

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

5. Term of Agreement.

The performance of services by Engineer shall commence on signing this Agreement. All services required to be performed pursuant to this Agreement shall be performed, to the City Engineer's satisfaction in sync with the project construction schedule.

6. Payment.

The Engineer shall submit monthly progress payments for hours worked and reimbursable expenses incurred during that monthly period.

7. Disputes.

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

8. Notices.

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

To the Engineer: C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212

WHEREFORE, the parties have signed this Agreement this ____ day of _____, 20 ____.

CITY OF WATERTOWN

By: _____

Kenneth Mix
City Manager

C&S Engineers, Inc.

By: James F. Craig
James F. Craig
Managing Engineer

EXHIBIT “1”

FEE PROPOSAL AND SCOPE OF SERVICES



C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
p: (315) 455-2000
f: (315) 455-9667
www.cscos.com

September 21, 2020

Mr. Michael Delaney
City Engineer
City of Watertown Department of Public Works
City Hall, Suite 305
245 Washington Street
Watertown, NY 13601

Re: **Van Duzee Street over Black River, BIN 2220210**
Bridge Maintenance Repairs Proposal

Project No.: 129.104.001

Dear Mr. Delaney:

C&S Engineers, Inc. is pleased to submit this proposal to render engineering services in connection with Bridge Maintenance Repairs, (hereinafter called the "Project"). Our Basic Services will consist of field inspection, design and detail of remedial work, and preparing repair contract construction documents; the specific scope of which is set forth in the attached Exhibit "A" entitled, "Scope of Services", consisting of Page A-1. We ask you to furnish us with any additional information relating to your requirements not currently identified, including any special or extraordinary considerations for the Project or special services you may require. Additionally, we ask you to make available all pertinent reports, data, or other information necessary for our performance and upon which we may rely in performing services hereunder.

The Basic Services described in Exhibit "A" shall be completed by February 2021. If you should request any modifications or changes to the general scope or extent of the Project, the time allowed for performance of our services will be adjusted equitably.

In exchange for performance of our services, you agree to pay us for Basic Services a **Not to Exceed** fee of **\$ 10,000**, broken down as follows:

- 1) **Field Inspection & Review of Existing Information**
- 2) **Repair Details Preparation**
- 3) **Construction coordination/support**

In addition to the Basic Services as set forth in Exhibit "A", we also propose at this time to perform any Additional Services as may be requested by you in writing during the life of this Project. In exchange for any Additional Services we may perform, you agree to pay us on the basis of salary costs times a factor of 2.8. Reimbursable Expenses incurred by us in connection with any Additional Services, which may be requested, will be charged on the basis of actual cost.

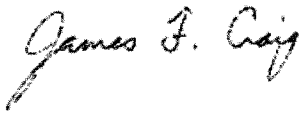
Mr. Michael Delaney
September 21, 2020
Page 2 of 2

The Terms and Conditions governing the performance and payment of our services proposed herein, including respective responsibilities and other pertinent matters, are set forth in Exhibit "**B**", Terms and Conditions (Design Phase), attached hereto.

This proposal, together with attached Exhibits "A" and "B" constitutes the entire agreement between us with respect to its subject matter and supersedes all prior and contemporaneous written or oral understandings with respect to that subject matter. This proposal may be amended, supplemented, modified, or canceled only by a written instrument signed by both parties.

If this proposal, together with its governing Terms and Conditions, description of services to be rendered and fee schedule set forth herein meet with your approval, kindly acknowledge the same on the line indicated below and return to the undersigned. This proposal will become an agreement upon your acceptance, as acknowledged below. Your acceptance will constitute authorization to proceed on this Project. The proposal will remain open for acceptance until December 31, 2020, unless modified by us in writing.

Very truly yours,
C&S ENGINEERS, INC.

A handwritten signature in cursive script that reads "James F. Craig".

James F. Craig, P.E.
Managing Engineer, Bridge Department

EXHIBIT "A"

SCOPE OF SERVICES

Van Duzee Street over Black River, BIN 2220210 (Maintenance Repairs)

OWNER: City of Watertown

ENGINEER: C&S Engineers, Inc.

ENGINEER shall perform the following Basic Services after acceptance of ENGINEER's proposal by OWNER:

1.1 Field Inspection

- 1.1.1 The Consultant shall review the latest Biennial Bridge Inspection Report, and all available record documents in the BIN folder and visit the site to perform a visual inspection and obtain any required information in order to prepare the repair details.

1.2 Load Rating/Load Posting

- 1.2.1 A level one load rating will not be required.

1.3 This scope of work is based on the following assumptions:

- Assume repair work may include (based on maintenance budget):
 - Joint Replacements
 - Minor Concrete Deck, Sidewalk, Fascia, and Abutment Repairs
 - Application of Concrete Sealer
 - Utility Hanger Repairs
 - Bridge Cleaning
 - Bridge Painting below Joints
- Assume no Under Bridge Inspection Unit (UBIU) Rental will be required.
- The Black River is NYSDEC Class C. Assume the Consultant will NOT be required to complete a Joint Application for permit.
- Assume no Asbestos, Lead, Cyanide, or any other hazardous or contaminated materials will be disturbed. Assume no testing of soils or special soil remediation design work.
- Assume traffic will be maintained across the bridge during the repair work. The Contractor will provide WZTC signage, no detailed sign plan or layout will be required by the consultant.
- Assume that no contract proposal book will be required and no advertisement will be required. The City will hire a contractor to perform the work. The consultant will not be required to assist the City with procurement of a contractor.
- Assume deliverables will consist of repair contract plans stamped by a NYS Professional Engineer.
- No full time Construction Observation is included. The City will periodically observe the construction. Minor support to the City during construction is included.

END OF SCOPE OF BASIC SERVICES

RESOLUTION

Page 1 of 1

Authorizing Professional Services Agreement for Design Services for the Newell Street Utility Bridge Rehabilitation Project with C&S Engineers, Inc.

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is planning Rehabilitation Projects to include maintenance and rehabilitation of the Newell Street Utility Bridge, and

WHEREAS in support of this project, the City Engineering Department has negotiated a professional services agreement with C&S Engineers, Inc. for the design, plans and construction support services for the Bridge Rehabilitation in an amount not to exceed \$19,500,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement between the City of Watertown and C&S Engineers, Inc. for the Newell Street Utility Bridge project, a copy of which is attached and made a part of this resolution, and

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

Seconded by

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this ____ day of _____, 20____, by and between the City of Watertown, New York, a New York municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the "City"), and C&S Engineers, Inc., with principal offices located at 499 Col. Eileen Collins Blvd., Syracuse, New York 13212

RECITALS

WHEREAS, the City requested a proposal from *C&S Engineers, Inc.*, along with a scope of work to provide Professional Services in connection with the *Newell Street Utility Bridge over Black River Maintenance Repairs* as outlined in Exhibit 1; and

WHEREAS, *C&S Engineers, Inc.* responded with a proposal and scope of work in a letter addressed to the City, dated *October 12, 2020*, containing a not to exceed fee for those services; and

WHEREAS, the City and *C&S Engineers, Inc.* desire to enter into an Agreement for the provision of the Professional Services as outlined in *C&S Engineers, Inc.*'s Fee Proposal dated *October 12, 2020*.

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

AGREEMENT

1. Scope of Services.

The scope of services to be performed by Engineer for the City in connection with the *Newell Street Utility Bridge over Black River Maintenance Repair* project is as set forth in the proposal dated *October 12, 2020*, a copy of which is attached as Exhibit “1.”, for a not to exceed fee of \$ 19,500.

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

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

2. City Representative.

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

3. City to Provide File Documents.

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

4. City Property.

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

5. Term of Agreement.

The performance of services by Engineer shall commence on signing this Agreement. All services required to be performed pursuant to this Agreement shall be performed, to the City Engineer's satisfaction in sync with the project construction schedule.

6. Payment.

The Engineer shall submit monthly progress payments for hours worked and reimbursable expenses incurred during that monthly period.

7. Disputes.

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

8. Notices.

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

To the Engineer: C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212

WHEREFORE, the parties have signed this Agreement this ____ day of _____, 20 ____.

CITY OF WATERTOWN

By: _____

Kenneth Mix
City Manager

C&S Engineers, Inc.

By:  _____

James F. Craig
Managing Engineer

EXHIBIT “1”

FEE PROPOSAL AND SCOPE OF SERVICES



C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
p: (315) 455-2000
f: (315) 455-9667
www.cscos.com

October 12, 2020

Mr. Michael Delaney
City Engineer
City of Watertown Department of Public Works
City Hall, Suite 305
245 Washington Street
Watertown, NY 13601

Re: **Newell Street Utility Bridge**
Bridge Maintenance Repairs Proposal

Project No.: 129.MKT.PRO

Dear Mr. Delaney:

C&S Engineers, Inc. is pleased to submit this proposal to render engineering services in connection with Bridge Maintenance Repairs, (hereinafter called the "Project"). Our Basic Services will consist of field inspection, design and detail of remedial work, and preparing repair contract construction documents; the specific scope of which is set forth in the attached Exhibit "A" entitled, "Scope of Services", consisting of Page A-1. We ask you to furnish us with any additional information relating to your requirements not currently identified, including any special or extraordinary considerations for the Project or special services you may require. Additionally, we ask you to make available all pertinent reports, data, or other information necessary for our performance and upon which we may rely in performing services hereunder.

The Basic Services described in Exhibit "A" shall be completed by April 2021. If you should request any modifications or changes to the general scope or extent of the Project, the time allowed for performance of our services will be adjusted equitably.

In exchange for performance of our services, you agree to pay us for Basic Services a **Not to Exceed** fee of **\$ 19,500**, broken down as follows:

- 1) **Field Inspection & Review of Existing Information**
- 2) **Repair Details Preparation**
- 3) **Construction coordination/support**

In addition to the Basic Services as set forth in Exhibit "A", we also propose at this time to perform any Additional Services as may be requested by you in writing during the life of this Project. In exchange for any Additional Services we may perform, you agree to pay us on the basis of salary costs times a factor of 2.8. Reimbursable Expenses incurred by us in connection with any Additional Services, which may be requested, will be charged on the basis of actual cost.

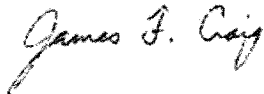
Mr. Michael Delaney
October 12, 2020
Page 2 of 2

The Terms and Conditions governing the performance and payment of our services proposed herein, including respective responsibilities and other pertinent matters, are set forth in Exhibit "B", Terms and Conditions (Design Phase), attached hereto.

This proposal, together with attached Exhibits "A" and "B" constitutes the entire agreement between us with respect to its subject matter and supersedes all prior and contemporaneous written or oral understandings with respect to that subject matter. This proposal may be amended, supplemented, modified, or canceled only by a written instrument signed by both parties.

If this proposal, together with its governing Terms and Conditions, description of services to be rendered and fee schedule set forth herein meet with your approval, kindly acknowledge the same on the line indicated below and return to the undersigned. This proposal will become an agreement upon your acceptance, as acknowledged below. Your acceptance will constitute authorization to proceed on this Project. The proposal will remain open for acceptance until December 31, 2020, unless modified by us in writing.

Very truly yours,
C&S ENGINEERS, INC.

A handwritten signature in cursive script that reads "James F. Craig".

James F. Craig, P.E.
Managing Engineer, Bridge Department

EXHIBIT "A"

SCOPE OF SERVICES

Newell Street Utility Bridge over Black River (Maintenance Repairs)

OWNER: City of Watertown

ENGINEER: C&S Engineers, Inc.

ENGINEER shall perform the following Basic Services after acceptance of ENGINEER's proposal by OWNER:

1.1 Field Inspection

- 1.1.1 The Consultant shall review all available record documents and visit the site to perform a visual inspection and obtain any required information in order to prepare the repair details. Visual inspection will be used for the structure over the river. A certified diving inspector will be used for inspection of underwater substructures (only if needed due to water levels).

1.2 Load Rating/Load Posting

- 1.2.1 A load rating will not be required.

1.3 This scope of work is based on the following assumptions:

- Assume repair work will include:
 - Minor Concrete Substructure Repairs
 - Application of Concrete Sealer
 - Pipe Insulation and Jacketing Repair/Replacement
 - Steel Superstructure Painting
- The Black River is NYSDEC Class C. Assume the Consultant will NOT be required to complete a Joint Application for permit.
- Assume Asbestos, Lead, Cyanide, or any other hazardous or contaminated materials will be tested. This would include any paint and pipe insulation. Assume no testing of soils or special soil remediation design work.
- Assume that no contract proposal book will be required and no advertisement will be required. The City will hire a contractor to perform the work. The consultant will not be required to assist the City with procurement of a contractor.
- Assume deliverables will consist of repair contract details stamped by a NYS Professional Engineer.
- No full time Construction Observation is included. The City will periodically observe the construction. Minor support to the City during construction is included.

END OF SCOPE OF BASIC SERVICES

Res No. 7

February 10, 2021

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Franchise Agreement With the Greater Watertown Red and Black, Inc.

The current agreement allowing Greater Watertown Red and Black, Inc. to play at Alex T. Duffy Fairgrounds expires on March 31, 2021. A new three-year Franchise Agreement has been drafted for City Council consideration and approval. The proposed agreement will expire on March 31, 2024.

The fees for the use of the fields have been increased. The flat fee for the season's practice schedule is \$1560 and the game fee is \$180 for a day game and \$235 for a night game. The rental of storage space has been increased to \$675 per year. The fee for concession rights has been decreased to \$400 to be in line with what other food vendors would be charged if they were to set up during the games. This pricing, as well as the terms and conditions, was agreed to by the Red and Black.

A Resolution approving the agreement is attached for Council consideration.

RESOLUTION

Page 1 of 1

Approving Franchise Agreement, The
Greater Watertown Red and Black, Inc.

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

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 Alex T. Duffy Fairgrounds within the City of Watertown, and the Fairgrounds are a community recreational facility, and

WHEREAS the City desires to promote future recreational activities at the Fairgrounds 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 contract for the use, operations, management and maintenance of the Fairgrounds multi-purpose field and all football-related activities, and

WHEREAS the Greater Watertown Red and Black, Inc. owns and operates a football team as a member and franchise of the Empire Football League, and

WHEREAS Greater Watertown Red and Black, Inc. desires to have its team, Red and Black, play football games within the confines of the Fairgrounds,

NOW THEREFORE BE IT RESOVLED that the City Council of the City of Watertown approves the Franchise Agreement between the City of Watertown and the Greater Watertown Red and Black, Inc., attached hereto and made part thereof, and

BE IT FURTHER RESOLVED that Mayor Jeffrey M. Smith is hereby authorized and directed to execute the Agreement on behalf of the City.

Seconded by

FRANCHISE AGREEMENT

THE CITY OF WATERTOWN, NEW YORK AND GREATER WATERTOWN RED AND BLACK, INC.

This Franchise Agreement is being made and is intended to be effective as of April 1, 2021 between the City of Watertown, New York, with its principal offices located at 245 Washington Street, Watertown, New York 13601 ("City") and Greater Watertown Red and Black, Inc., with its principal offices located at 1358 Washington Street, Watertown, New York, ("Football").

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 Alex T. Duffy Fairgrounds (the "Fairgrounds") within the City of Watertown, and the Fairgrounds are a community recreational facility; and

WHEREAS, the City desires to promote future recreational activities at the Fairgrounds 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 a franchise for the use, operation, management and maintenance of the Fairgrounds multi-purpose field and all Empire League football-related activities; and

WHEREAS, Football owns and operates a seasonal football team as a member and franchise of the Empire Football League; and

WHEREAS Football desires to have its team, Red and Black (the "Team"), play football games within the confines of the Fairgrounds; and

WHEREAS, the City has undertaken a substantial capital improvement project for the Fairgrounds in furtherance of the public purpose of keeping football in the City for the recreation, entertainment and welfare of the people of the City, including the economic benefit such a team can bring.

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

AGREEMENT

Section I – Term of Franchise

The initial term of this Franchise shall be for a three-year period from April 1, 2021 through March 31, 2024.

Section II – Premises to be used by Football

The City agrees to allow Football the use of the premises generally known as the Alex T. Duffy Fairgrounds football field and all incidents thereto, including the bleachers and scoreboard, consisting of essentially that area bounded by the multi-purpose field fence separating the field from the remainder of the Fairgrounds, together with the immediately adjacent parking areas (the “Premises”). This franchise also provides for Football’s rental of the storage and locker areas identified on the plan attached as Exhibit A to this Agreement. Restrooms and locker rooms in the Grandstand are part of the Premises when Football is practicing or playing a game on fields owned by the City. Restrooms and additional locker rooms may be used as needed depending upon availability. The Fairgrounds multi-purpose #5 field will be made available for practice purposes. In the event this field cannot be used, one of the other nearby fields may be used.

Section III – Non-Assignability and Non-Exclusivity

a. The City and Football agree that it is the purpose of this Agreement to allow the use, operation, management and maintenance of the Premises, and that this is an agreement for the privilege of Football to use the Premises only for the purpose of semi-pro football. This Franchise Agreement may not be assigned by Football to any person or entity, and Football agrees that the City’s consent to any assignment may be withheld for any reason, and in its sole discretion.

b. The City agrees not to enter into a franchise agreement for the Premises with any other Professional or Semi-Pro Football team during the term of this franchise, without the written consent of Football.

c. It is further understood that this Franchise Agreement is non-exclusive, meaning that, at those times when the Premises are not being used for Football’s purposes, the City retains the right to make the Premises available for other uses to the extent that the use will not interfere with those purposes. By express understanding, it will not be interference for the City to allow the playing field to be used by college, high school, youth leagues or other sporting teams. At such times, it shall be the City’s responsibility to maintain the Premises in good repair.

Section IV – Franchise Fee

a. As a compensation for the use of the Premises, and during the term of this Franchise, Football shall pay to the City fees as follows:

Rental of Storage Space	\$675.00 per year
Day Game	\$180.00 per game
Night Game	\$235.00 per game
Practice	\$1560.00 for the season

Day game means any game that ends before 6:00 p.m.

Night game means any game that begins at or extends beyond 6:00 p.m.

When scheduling the use of the City's fields, the City will give games priority over practices and events.

Football will provide the City Department of Parks and Recreation and the City Comptroller's Office with a schedule detailing all planned field use for games, practices and camps no later than April 1st of each year

b. Payment must be made to the City by the 1st day of the month for that month's scheduled field time. If full payment is not made by Football by the 1st day of the month for that month's scheduled field time or any other unpaid invoice is over 30 days outstanding, Football will not be authorized use of the Premises until full payment is made. An invoice will be generated by the City at the month's end for any additional field time used above and beyond scheduled time by Football, payable within 30 days. Football shall not receive credit for any unused, but scheduled, field time unless 48 hours of notice is given to the Parks and Recreation Department or in the event of inclement weather.

Section V – Concessions and Advertising

a. The City and Football agree that for Football events during the term of this Franchise Agreement, concessions rights for the sale of food and non-alcoholic drink as well as for football souvenir items sold on the Premises shall be exclusive to Football. The City shall not permit nor allow mobile units or other vendors or concessions upon the Premises during events or activities being conducted by Football without the written consent of Football.

b. All expenses incurred in providing concessions shall be at the sole expense of Football.

c. Football shall pay the City \$400.00 for rights to sell concessions on the Premises for each year of this franchise. Full payment must be made to the City by April 1st of each year.

d. Football will be allowed to sell Advertising to be placed upon the side line fences, ticket booths and the press box, on the Premises and on the scoreboard. Mounting of advertising

on City property must be approved in advance by the City. Football is not authorized to hang political signage of any kind. Football is not authorized to sell advertising and install signs in any other areas of the Premises without the written consent of the City. It will be the responsibility of Football to install and remove the Advertising. Football shall pay the City by April 1st of each year, a flat fee of \$300 for its exclusive rights of signage.

Section VI – Franchise for Sale of Alcoholic Beverages

a. Football desires to provide for the sale of beer at the professional games to be held pursuant to this Agreement, and the City grants such franchise upon the terms outlined in this section. Football may provide such sales itself or enter into a sub-franchise agreement with a person or entity who or which shall obtain a SLA license for beer sales for the Watertown Municipal Fairgrounds Main Multi-Purpose Field at 667 William T. Field Drive, limited to the term of this Franchise.

Football or any sub-franchisee having an agreement with Football as a licensed vendor shall provide that both Football and the vendor shall be bound by the terms of the City's "ABC Law, Rules and Guidelines," as the same may, from time to time, be amended. A copy of the City's current "ABC Law, Rules and Guidelines" is attached to this Agreement as Exhibit "B". Football and any sub-franchisee shall also be specifically bound by the terms and conditions of any license issued by the State Liquor Authority.

b. Football or its sub-franchisee shall provide the City with a copy of any application for the license, and shall, at a minimum as part of the application, show the locations of all points of sale; indicate the manner in which control of the sale of alcoholic beverages will be maintained; contain an acknowledgement that it will discontinue the service of alcohol at any time when directed to do so by the shift supervisor of the Watertown City Police; provide proof of its liquor liability insurance coverage in the amount of \$1,000,000.00 individual/\$2,000,000.00 aggregate; and represent that the times of alcohol service must be no earlier than one hour prior to the commencement of any game and that all service will be discontinued by the end of the third quarter.

c. Football acknowledges that, as the party responsible for the sub-franchisee, it is obligated not to permit the sale of alcoholic beverages in violation of the New York Alcoholic Beverage and Control Law, the New York Penal Law, and/or the New York General Obligations Law. If it is determined that Football or its sub-franchisee has sold beverages in violation of any of the applicable rules and regulations, including any term of this agreement, Football's right to sell or contract with a sub-franchisee for the sale of alcohol on the premises will be immediately revoked.

d. The following sales rules shall apply:

(1) Football Games: At no time shall alcohol sales begin more than one hour prior to the start of the game, and all alcohol sales will cease at the end of the third quarter.

(2) Other events: The sale of alcohol shall not be allowed more than one hour prior to the commencement of the event and shall stop at least one half hour prior to the

scheduled conclusion of the event. "Other events" are defined as only the events taking place during the week of the Jefferson County Fair, or as specifically approved by the City Manager. Football acknowledges that this Franchise Agreement contains no right to sponsor concerts or other events, and that City consent for the same may be withheld for any reason whatsoever.

e. Football acknowledges that the City of Watertown is not involved in the sale of alcoholic beverages, and agrees to defend and indemnify the City, including reimbursement of the City's reasonable attorneys' fees, from any and all claims, civil or criminal, arising from any claimed violations of law pertaining to, or statutory duty arising from, the sale of alcoholic beverages.

Section VII – Adequacy of Premises

a. Football represents that the Premises satisfy the requirements of the Empire Football League and that the City shall not be obligated to make any change to the Premises during the term of this Franchise to satisfy any requirements of Football or the Empire Football League.

b. Football shall certify in writing to the City that it has accepted, in good order and repair, the Premises. This certification by Football shall include a statement that Football has examined and knows the condition of the Premises and has received the same in good repair and working order. Any exceptions by Football to the condition of the Premises at the time of their receipt shall be provided to the City in writing.

Section VIII – 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 Franchise, and at its own expense. The City further agrees that it shall bear the cost of electric facilities and electric service to the Premises.

b. Football agrees to provide custodial maintenance of the Premises during the term of the Franchise. Football is responsible for cleaning the Premises after every game or practice. If Football has not cleaned the Premises by 10:00 a.m. the day following a game or practice, the City will clean the Premises and Football will reimburse the City as described below:

1 st offense	\$50 Fee, plus actual cost
2 nd offense	\$100 Fee plus, actual cost
3 rd offense	\$250 Fee plus, actual cost
After 3 offenses (each offense)	\$500 Fee plus, actual cost

If the City is compelled to perform custodial maintenance, as described above, Football will pay the bill for such work performed by the City before they will be allowed to use the Premises for a game or practice.

c. Football shall keep the Premises secure and keep unauthorized persons out of the grandstand area.

d. The City agrees that it will maintain the football field. Football acknowledges, however, that the City's employees are not responsible for the laying and removal of football equipment prior to, during, or after any particular football game or practice.

e. If all or any part of the Premises are damaged or destroyed by Football, or by any of its agents or employees, or by any of Football's patrons, or during any event for which Football is responsible, (for example, damage, or destruction to the goal post), Football agrees that it will immediately cause repairs or, if the City repairs the damage, that it will reimburse the City for such damage or destruction. The City reserves the right to close any non-paved or unimproved areas from parking in order to avoid damage to our fields and green areas.

Section IX – Parking Fees

Football acknowledges that the City reserves the right to assess a one dollar (\$1.00) parking charge, per car, at each home game for the Team. This amount may increase at the City's sole discretion. The parties agree that the City shall be responsible for collecting the fee, and that all proceeds from parking shall inure to the City.

Section X – Insurance

a. Football agrees to name the City as an additional named insured for its liability coverages, and to provide proof of general liability insurance in the amount of \$1,000,000.00 individual/\$2,000,000.00 aggregate. Football shall provide the City with copies of its declaration pages for the policy or policies during the duration of the Franchise Agreement. Football's policies of insurance may not limit the City's coverage as an additional insured to vicarious liability issues only.

b. The City will insure the Premises to cover only the City's interest in the event of damage due to fire or other hazard. Football agrees that, if the Premises are materially damaged by fire or other casualty, the City is not obligated to restore the Premises, and Football will have no claim under this Franchise Agreement against the City for not restoring the Premises.

c. Football shall procure and maintain Workers' 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 Football under the laws of the State of New York. Proof of said insurance shall be provided to the City of Watertown upon signing of this Agreement.

Section XI – Hold Harmless

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

Section XII – Venue and Applicable Law

a. The City and Football agree that the venue of any legal action arising from a claimed breach of this Franchise Agreement is in the Supreme Court, State of New York, 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 XIII – Right of Access

The City reserves the right to enter the Premises by its duly authorized representatives at any reasonable time which does not interfere or conflict with the conduct of business of Football, for the purposes of inspecting the Premises, performing any work necessary required on the part of the City, exhibiting the Premises, or in the performance of its police powers.

Section XIV – Return of Premises

Football agrees to return the Premises to the City, upon the expiration of this Franchise, in as good condition as when Football received possession of the Premises, reasonable wear and tear excepted, and excepting damage to the Premises caused by others when the Premises were not under the control of Football. The City and Football will conduct a walk-through of the Premises at the beginning of the Franchise term. The City and Football will conduct an initial walk-through of the Premises at the end of each season. Upon expiration of the Franchise, the City and Football will conduct a final walk through of the Premises.

Section XV – Desire to Renew Notice

Football shall provide the City with a ninety (90) day written notice of its desire to discuss the option to renew this Agreement.

Section XVI – Notice

All notices required to be given under this Franchise 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:

To City: Mr. Kenneth A. Mix, City Manager
City of Watertown
245 Washington Street
Watertown, New York 13601

To Football: George Ashcraft, General Manager
Greater Watertown Red and Black, Inc.
1358 Washington Street
Watertown, New York 13601

A party may change the address to which notices are to be sent by written notice actually received by the other party.

IN WITNESS WHEREOF, the City and Football will have caused this Franchise Agreement to be executed by authorized agents to be effective as of April 1, 2021

THE CITY OF WATERTOWN, NEW YORK

By: _____
Jeffrey M. Smith, Mayor

GREATER WATERTOWN RED AND BLACK, INC.

By: _____
George Ashcraft, General Manager

STATE OF NEW YORK)

) SS:

COUNTY OF JEFFERSON)

On _____, 2021 before me, the undersigned, a Notary Public, in and for said State personally appeared Jeffrey M. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) SS:

COUNTY OF JEFFERSON)

On _____, 2021, before me, the undersigned, a Notary Public, in and for said State, personally appeared George Ashcraft, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

Notary Public

Exhibit A

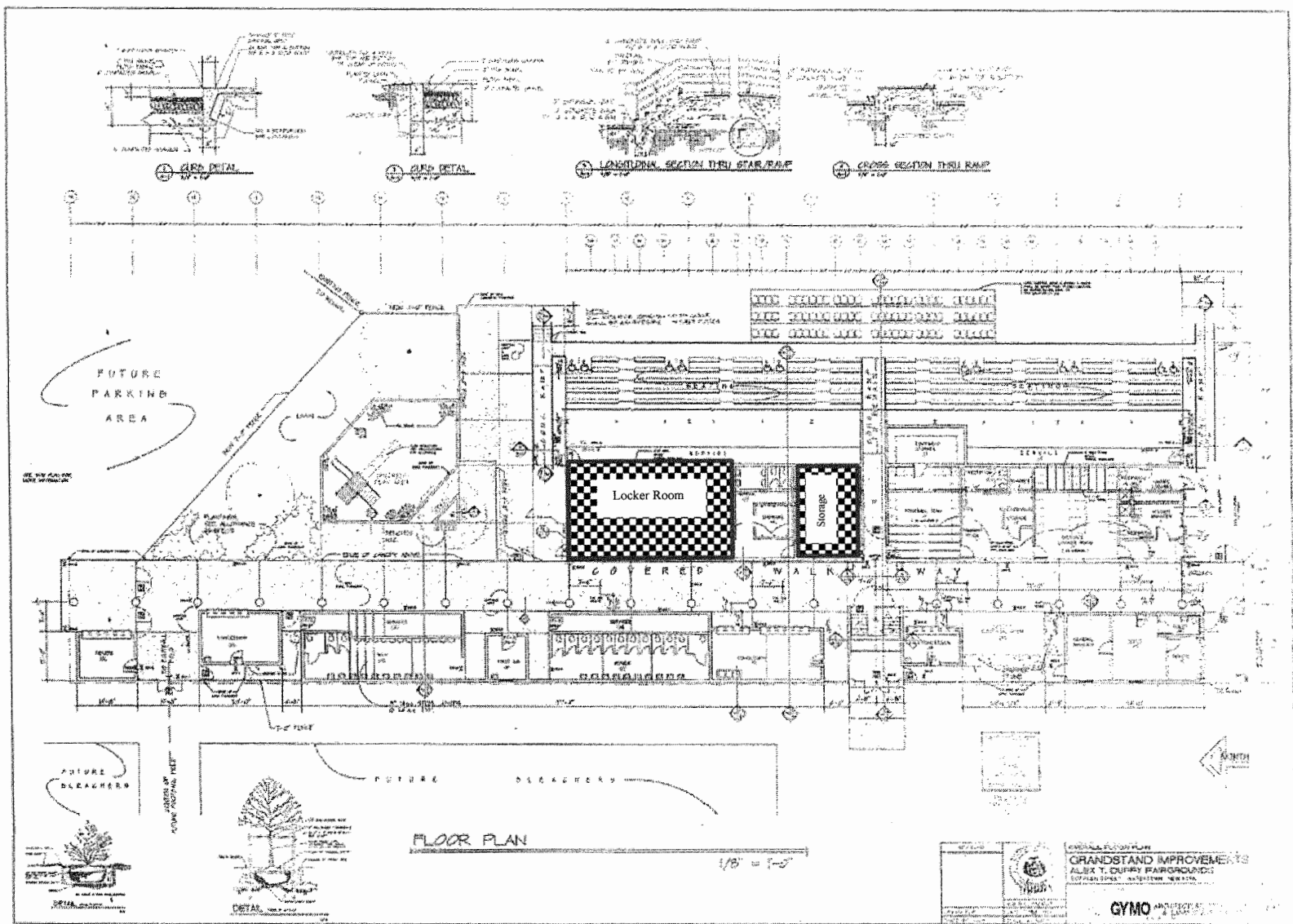


Exhibit B

ABC Law Rules and Guidelines

- You must provide the City of Watertown with a copy of your license certificate at least 24 hours before the start of your event.
- You as the licensee are responsible for the activities of employees and patrons in all parts of the licensed premises, even if you are not always physically present, to ensure that the business is operating in accordance with the ABC Law.
- Your license certificate must be displayed so that it is in a conspicuous place inside the premises near the point of sale. Copies of the certificate for posting purposes are not acceptable.
- If you wish to make any changes in the structure of your corporation, or if you wish to change the individuals on the license, you must file the appropriate application and obtain approval from the Authority before making these changes.
- Appropriate books and records detailing purchases with invoices and the amount of each sale must be maintained at the premises and made available for inspection by SLA investigators.
- Bartenders, waitresses, waiters, hostesses and/or any persons who handle and receive payment for alcoholic beverages must be at least 18 years old.
- Bus persons and dishwashers who handle containers which have held alcoholic beverages must be at least 16 years old and must be directly supervised by someone at least 21 years old.
- According to Section 260.21 of the Penal Law, persons under the age of 16 must be accompanied by a parent or guardian to enter an on premises establishment.
- Alcoholic beverages must be consumed on the premises.
- Hours of sale are determined by the closing hours in the county where your establishment is located and your license/permit. Be sure you know the proper hours.
- You must have a valid bond in effect at all times.
- Purchases of alcoholic beverages must be made from duly licensed manufacturers and wholesalers. Purchases from retail stores or from any other retail licensee for resale are not permitted.
- Gambling of any type, either professional or social, is not permitted on any licensed premises. Exceptions are the sale of lottery tickets when licensed by the

Division of the Lottery and bingo or games of chance when authorized by the State Racing and Wagering Board.

- Refilling or tampering with the contents of any container containing alcoholic beverages is not permitted.
- An alcoholic beverage must be dispensed from the container in which it was received from the wholesaler.
- Any plans to make major physical changes or to substantially alter the licensed premises in any way may require permission from the authority prior to construction.
- Patrons may consume drinks purchased before closing hours up until one-half hour after the legal closing hours.
- To prevent sales to minors, ask for proof. It is a crime to give or sell alcoholic beverages to anyone under the age of 21. You should instruct your employees to check for proof of age before selling any alcoholic beverages. Acceptable documents for identification:
 - Valid New York State driver's license or a valid driver's license from any other state or Canada.
 - Valid identification issued by the New York Department of Motor Vehicles (non-Driver ID card).
 - Valid United States military identification.
 - Valid passport or visa from the United States government or any other country.

<p style="text-align: center;">College ID OR Sheriff's ID Cards are <i>NOT</i> acceptable Proof of Age.</p>
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- Have a written policy on what you expect from employees when making alcoholic beverage sales and post the policy for all employees to see.
- Post a "Date Born After" sign in close proximity to all cash registers.
- Establish an ongoing training and education program for all employees.
- Be sure your bartenders, wait staff and clerks understand that they can be arrested for selling alcoholic beverages to minors and/or intoxicated people.
- Support your employees when they refuse to make a sale.

- Encourage responsible drinking when advertising your establishment. Do not use advertising and/or promotions which are designed as inducements for teenagers to drink.

Recognize the signs of intoxication

Slurred speech

Mood swings

The smell of alcohol

Loud, abusive, profane language

Staggering or falling

Res No. 8

February 10, 2021

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Lease Agreement Between the City of Watertown and
S&V Baseball Management LLC

Attached for Council's consideration and approval is a Lease Agreement with S&V Baseball Management LLC (Watertown Rapids) for one year commencing on April 1, 2021 at the Alex T. Duffy Fairgrounds.

S&V Baseball requested a one-year agreement with the same fee they would have paid last year if they had been able to play. The flat fee during the term of this lease is \$10,400. They will also be charged \$500 per month during the months of October to March for office space if they use it. This pricing, as well as the terms and conditions, was agreed to by the S&V Baseball.

A Resolution approving the lease is attached for Council consideration.

RESOLUTION

Page 1 of 1

Approving Lease Agreement Between the
City of Watertown and S&V Baseball
Management LLC

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns and operates a facility known as the Alex T. Duffy Fairgrounds and the Fairgrounds is a community recreational facility, and

WHEREAS the City of Watertown desires to promote recreational activities at the Fairgrounds 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 valid public purpose, the City of Watertown desires to contract for the use, operation, management and maintenance of the Fairgrounds baseball facilities and all baseball-related activities, and

WHEREAS S&V Baseball Management LLC owns and operates a summer collegiate baseball team, as a member and franchisee of the Perfect Game Collegiate Baseball League, and

WHEREAS S&V Baseball Management LLC desires to have its team play baseball games within the confines of the Fairgrounds baseball fields and is in a unique position to contract to use, operate, manage and maintain the Fairgrounds baseball facilities, and

WHEREAS the City has undertaken a substantial capital improvement project for the Fairgrounds in furtherance of the public purpose of keeping baseball in the City for the recreation, entertainment, and welfare of the people of the City, including the economic benefit such a team can bring,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Lease Agreement between the City of Watertown and S&V Baseball Management LLC, a copy of which is attached hereto and made part of this resolution, and

BE IT FURTHER RESOLVED that Mayor Jeffrey M. Smith is hereby authorized and directed to execute the Lease Agreement on behalf of the City of Watertown.

Seconded by

LEASE AGREEMENT

THE CITY OF WATERTOWN, NEW YORK AND S&V Baseball Management LLC

This Lease is being made and is intended to be effective as of April 1st, 2021 between the City of Watertown, New York, with its principal offices located at 245 Washington Street, Watertown, New York 13601 ("City") and S&V Baseball Management LLC, with its principal offices located P.O. Box 6250, Watertown, NY 13601 ("Baseball").

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 Alex T. Duffy Fairgrounds (the "Fairgrounds") within the City of Watertown, and the Fairgrounds are a community recreational facility; and

WHEREAS, the City desires to promote future recreational activities at the Fairgrounds 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 contract for the use, operation, management and maintenance of the Fairgrounds baseball facilities and all baseball-related activities; and

WHEREAS, Baseball owns and operates a summer collegiate baseball team as a member and franchisee of the Perfect Game Collegiate Baseball League (PGCBL) and

WHEREAS, Baseball desires to have its team play collegiate baseball games within the confines of the Fairgrounds baseball field and is in a unique position to contract to use, operate, manage and maintain the Fairgrounds baseball facilities; and

WHEREAS, the City undertook a substantial capital improvement project for the Fairgrounds in furtherance of the public purpose of keeping baseball in the City for the recreation, entertainment and welfare of the people of the City, including the economic benefit such a team can bring.

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

AGREEMENT

Section I – Term of Lease

The term of this Lease Agreement shall be for the period, from April 1, 2021 through March 31, 2022.

Section II – Premises Leased

The City agrees to lease to Baseball the premises generally known as the Alex T. Duffy Fairgrounds baseball field and all incidents thereto all of which consist of the grandstands, concession facilities, dugouts, press box, existing office furniture, 2-washers, 2 dryers, sound system and certain locker rooms as identified on the plan attached as Exhibit A, essentially that area bounded by the baseball field fence separating the baseball field from the remainder of the Fairgrounds, together with the immediately adjacent parking area (the “Premises”). The office space as indicated on Exhibit A is part of leased premises from April 1st through September 30th. The office space may be leased during other months for an additional amount stated in Section IV.

Section III – Non-Assignability and Non-Exclusivity

a. The City and Baseball agree that it is the purpose of this Agreement to contract for the use, operation, management and maintenance of the Premises, and that this is an agreement for the privilege of Baseball to use the Premises only for the purpose of collegiate baseball and baseball related activities. This Lease Agreement may not be assigned by Baseball to any person or entity, and Baseball agrees that the City’s consent to any assignment may be withheld for any reason, and in its sole discretion.

b. The City agrees not to enter into a lease for the Premises with any other minor league, professional or collegiate league team during the term of this lease, without the written consent of Baseball.

c. It is further understood that this Lease Agreement is non-exclusive, meaning that, at those times when the Premises are not being used for Baseball’s purposes, the City retains the right to make the Premises available for other uses to the extent that the use will not interfere with those purposes. It is expressly understood that the City may allow the playing field to be used by college, high school, little league or other local baseball teams, or to permit others to host outdoor concerts on the Premises on a non-interfering basis. At such times, it shall be the City’s responsibility to maintain the Premises in good repair. Baseball agrees it will cooperate with the City in making the Premises available to others and not unreasonably withhold access. The City will notify Baseball when a non-baseball event is scheduled for the Premises.

Section IV – Compensation (Rent)

- a. As compensation for the use of the Premises, and during the term of this Lease, Baseball shall pay to the City a flat fee of \$10,400.00.
- b. Baseball will provide the City Department of Parks and Recreation with a season schedule detailing all planned field use for games, practices and camps no later than April 1, 2021.
- c. Payment must be made to the Parks and Recreation Department with 50% being paid on April 1st and the remaining 50% to be paid on July 1st. If payment is not made by Baseball on or before the scheduled due date, Baseball will not have access to the premises.
- d. Baseball shall be allowed to rent the grandstand office during the off-season months of October-March during the term of this lease. The City will be responsible for all snow removal and provide heat to the office area. The monthly rental cost will be \$500.00. Payments are due to the Parks and Recreation Office before the 1st of each month.

Section V – Non-Alcohol Concessions and Advertising

- a. It is the purpose of this Section to provide an incentive to Baseball or sub franchisee(s) to operate concessions during the term of the lease for all events held at the Premises for the benefit of both Baseball and the City. The City and Baseball agree that during the term of this lease, and for all events at the Premises, whether for Baseball purposes or otherwise, concession rights for the sale of food and non-alcoholic drinks, as well for baseball souvenir items sold on the Premises, shall be exclusive to Baseball. The City shall not permit nor allow mobile units or other vendors or concessions upon the Premises during events or activities being conducted by Baseball or others during the term of this lease. Prior to opening the concessions for sale of food and drink, Baseball will provide the City with all applicable licenses, including but not limited, required NYS Department of Health.
- b. All expenses other than normal wear and tear, including repairs to appliances including a walk-in cooler, freezer, griddle, and beverage dispensers due to negligence or abuse incurred in providing concessions shall be at the sole expense of Baseball.
- c. The City authorizes Baseball to install soda vending machines on the Premises. The City, in its sole discretion, can ask to have the vending machines removed if vandalism occurs.
- d. Baseball shall be responsible for causing the non-alcohol concessions to be open and operated for all Baseball events. Additionally, Baseball shall be responsible for

causing such concessions to be open and operated during the hours of Fair Week if an event is held in the grandstand area. In the event that non-Baseball events are held at the Leased Premises during Baseball's regular season, Baseball shall be responsible for causing the concession to be opened and operated for those events upon request.

e. Baseball will be allowed to sell Advertising to be placed within the Premises. There shall be no signs endorsing or sponsored by a political candidate. The Parks and Recreation Crew Chief must approve all advertising prior to installation. It will be the responsibility of Baseball to install and remove the Advertising, including the removal of all hardware. In the event that all signage and/or hardware is not removed by August ^{31st} of each year. Baseball will be responsible for reimbursing the City for the costs of removing said signage and/or hardware.

Section VI – Franchise for Sale of Alcoholic Beverages

a. Baseball desires to provide for the sale of beer at the collegiate games to be held pursuant to this Agreement, and the City grants such franchise upon the terms outlined in this section. Baseball may provide such sales itself or enter into a sub-franchise agreement with a person or entity who or which shall obtain a SLA license for beer sales for the Watertown Municipal Fairgrounds Main Baseball Field limited to the term of this Agreement.

Baseball, and any person or entity with whom Baseball contracts for the sale of alcoholic beverages on the Premises, shall be bound by the terms of the City's "ABC Law, Rules and Guidelines," as the same may, from time to time, be amended. A copy of the City's current "ABC Law, Rules and Guidelines" is attached to this Agreement as Exhibit B. Baseball and its sub-franchisee shall also be specifically bound by the terms and conditions of any license issued by the State Liquor Authority.

Baseball or its sub-franchisee shall provide the City with a copy of any application for the license, and shall, at a minimum as part of the application, show the locations of all points of sale; indicate the manner in which control of the sale of alcoholic beverages will be maintained; contain an acknowledgement that it will discontinue the service of alcohol at any time when directed to do so by the shift supervisor of the Watertown City Police; provide proof of its liquor liability insurance coverage in the amount of \$1,000,000.00 individual/\$2,000,000.00 aggregate; and represent that the times of alcohol service must be no earlier than one hour prior to the commencement of any game and that all service will be discontinued at the end of the 7th inning stretch.

Baseball acknowledges that, as the party responsible for the sub-franchisee, it is obligated not to permit the sale of alcoholic beverages in violation of the New York Alcoholic Beverage and Control Law, the New York Penal Law, and/or the New York General Obligations Law. If it is determined that Baseball or its sub-franchisee has sold beverages in violation of any of the applicable rules and regulations,

including any term of this franchise, Baseball's right to sell or contract with a sub-franchisee for the sale of alcohol on the premises will be immediately revoked.

The following rules concerning sales times shall apply:

(1) Baseball Games: At no time shall alcohol sales begin more than one hour prior to the start of the game, and all alcohol sales will cease at the end of the 7th inning stretch. If a double header is being played, sales shall end following the completion of the 5th inning of the second game.

(2) Other events: The sale of alcohol shall not be allowed more than one hour prior to the commencement of the event and shall stop at least one half hour prior to the scheduled conclusion of the event. "Other events" are defined as only the events taking place during the week of the Jefferson County Fair, or as specifically approved by the City Manager. Baseball acknowledges that this Lease Agreement contains no right to sponsor concerts or other events, and that City consent to the same may be withheld for any reason whatsoever.

Baseball acknowledges that the City of Watertown is not involved in the sale of alcoholic beverages, and agrees to defend and indemnify the City, including reimbursement of the City's reasonable attorneys' fees, from any and all claims, civil or criminal, arising from any claimed violations of law pertaining to, or statutory duty arising from, the sale of alcoholic beverages.

Section VII – Adequacy of Leased Premises

a. Baseball represents that the Premises satisfy the requirements of the Perfect Game Collegiate Baseball League and that the City shall not be obligated to make any changes to the Premises and the office space during the term of this Lease to satisfy any requirements of Baseball or the Perfect Game Collegiate Baseball League.

b. Baseball shall certify in writing to the City that it has accepted, in good order and repair, the Premises. This certification by Baseball shall include a statement that Baseball has examined and knows the condition of the Premises and has received the same in good repair and working order. Any exceptions by Baseball to the condition of the Premises at the time of their receipt shall be provided to the City in writing.

c. The City will maintain the premises to the standards of the Perfect Game Collegiate Baseball League and to NCAA standards.

Section VIII – 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 Lease, and at its

own expense. The City further agrees that it shall bear the cost of electric facilities and electric service to the Premises.

b. Baseball agrees to provide custodial maintenance of the Premises during the term of the Lease. Baseball is responsible for cleaning the Leased Premises after every game or practice. Baseball shall keep the Premises secure and keep unauthorized persons off of the roof in the grandstand area. If Baseball has the concessions open for a non-Baseball event, Baseball will still be responsible for custodial maintenance and cleanup of the Premises. Baseball must complete all custodial and maintenance clean-up until 10:00am the following day. Baseball agrees to schedule the delivery and removal of a dumpster and agrees to all costs associated.

c. The City agrees that it will maintain the baseball field. Baseball acknowledges, however, that the City's employees are not responsible for the laying and removal of the main field tarp prior to, during, or after any particular baseball game. Baseball must request permission to tarp the field from the Parks and Recreation Crew Chief. The City agrees ensure that the field is playable condition.

d. If all or any part of the Premises are damaged or destroyed by Baseball, or by any of its agents or employees, or by any of Baseball's patrons, or during any event for which Baseball is responsible, (for example, damage or destruction to the outfield fence), Baseball agrees that it will immediately cause repairs or, if the City repairs the damage, that it will reimburse the City for such damage or destruction.

Section IX – Folding Chairs

The City will provide 50 folding chairs for Baseball's locker rooms. Baseball will be responsible for compensating the City for any lost or damaged chairs.

Section X – Concession Space

As part of the Fairgrounds Capital Improvement Project, the City constructed concession space. Baseball will have exclusive use of the concession space during the term of this Lease.

Section XI-COMPLIANCE WITH PROVISIONS/DEFAULT

Baseball shall comply with the terms and conditions of this agreement in all respects. Any failure by Baseball to comply with the terms of this agreement in connection with alcohol sales, failure to maintain Premises, failure to provide non-alcohol concessions, or booking non-baseball events without permission shall constitute grounds for the City's termination of the franchise mid-season. If this is a multiple year or renewable lease/franchise, such failure to comply may be grounds for the City's refusal to permit Baseball's possession of the premises for the remainder of the lease term.

Section XII– Insurance

a. Baseball agrees to name the City as an additional named insured for its liability coverage, and to provide proof of general liability insurance in the amount of \$1,000,000.00 individual/\$2,000,000 aggregate, and property damage coverage in the amount of \$100,000. Baseball shall provide the City with copies of its declarations pages for the policy or policies during the duration of the Lease Agreement. Baseball's policies of insurance may not limit the City's coverage as an additional insured to vicarious liability issues only.

b. The City will insure the Premises to cover only the City's interest in the event of damage due to fire or other hazard. Baseball agrees that, if the Premises are materially damaged by fire or other casualty, the City is not obligated to restore the Premises, and Baseball will have no claim under this lease against the City for not restoring the Premises.

c. Baseball shall procure and maintain workers' compensation insurance and disability insurance in accordance with the laws of the State of New York. Proof of this insurance must be turned into the Parks and Recreation office before April 1, 2021. This insurance shall cover all persons who are employees of Baseball under the laws of the State of New York. Proof of said insurance shall be provided to the City of Watertown upon signing of this Agreement.

Section XIII– Hold Harmless

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

Section XIV – Venue and Applicable Law

a. The City and Baseball agree that the venue of any legal action arising from a claimed breach of this Lease is in the Supreme Court, State of New York, 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 XV – Right of Access

The City reserves the right to enter the Premises by its duly authorized representatives at any reasonable time which does not interfere or conflict with the conduct of the business of Baseball, for the purposes of inspecting the Premises, performing any work necessary to required on the part of the City, exhibiting the Premises, or in the performance of its police powers.

Section XVI – Return of Premises

Baseball agrees to return the Premises to the City, upon the expiration of this Lease, in as good condition as when Baseball received possession of the Premises, reasonable wear and tear excepted, and excepting damage to the Premises caused by others when the Premises were not under the control of Baseball. The City and Baseball will conduct an initial walk through of the Premises at the beginning of the lease term. Upon expiration of the lease, The City and Baseball will conduct a final walk through of the Premises

Section XVII– Notice

All notices required to be given under this Lease 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:

To City: Kenneth A. Mix, City Manager
City of Watertown
245 Washington Street
Watertown, New York 13601

To Baseball: Paul Velte, Partner
S&V Baseball Management, LLC
P.O. Box 6250
Watertown, NY 13601.

A party may change the address to which notices are to be sent by written notice actually received by the other party.

IN WITNESS WHEREOF, the City and Baseball will have caused this
Amendment to be executed by authorized agents to be effective as of April 1, 2021.

City of Watertown, NY

By: _____
Jeffrey M. Smith, Mayor

S&V Baseball Management, LLC

By: _____
Paul Velte, Partner

STATE OF NEW YORK)
COUNTY OF JEFFERSON) ss.:

On _____, 2021, before me, the undersigned, a Notary Public, in and for said State, personally appeared Jeffrey M. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

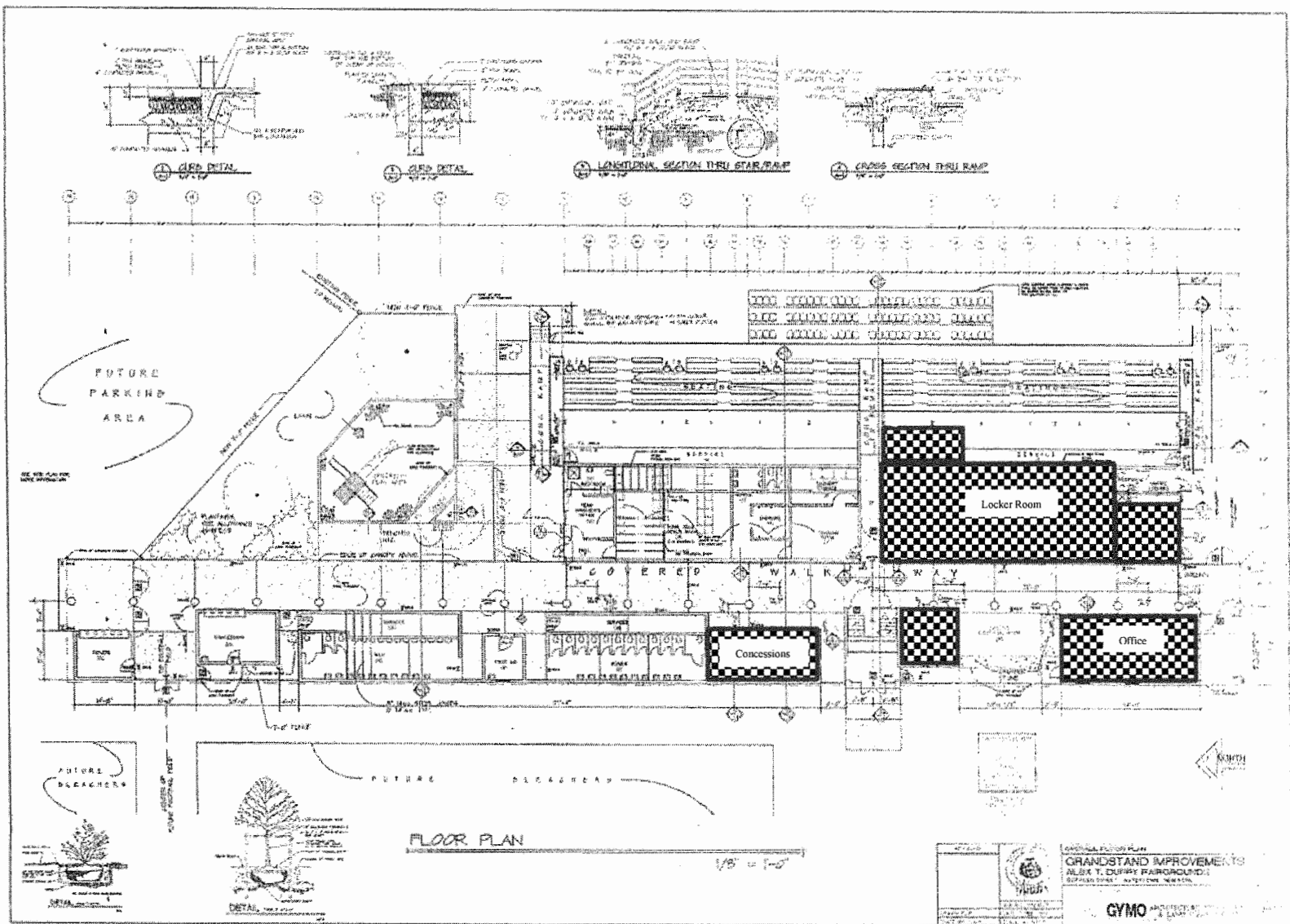
NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF JEFFERSON) ss.:

On _____, 2021, before me, the undersigned, a Notary Public, in and for said State, personally appeared Paul Velte, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

Exhibit A



ABC Law Rules and Guidelines

- You must provide the City of Watertown with a copy of your license certificate at least 24 hours before the start of your event.
- You as the licensee are responsible for the activities of employees and patrons in all parts of the licensed premises, even if you are not always physically present, to ensure that the business is operating in accordance with the ABC Law.
- Your license certificate must be displayed so that it is in a conspicuous place inside the premises near the point of sale. Copies of the certificate for posting purposes are not acceptable.
- If you wish to make any changes in the structure of your corporation, or if you wish to change the individuals on the license, you must file the appropriate application and obtain approval from the Authority before making these changes.
- Appropriate books and records detailing purchases with invoices and the amount of each sale must be maintained at the premises and made available for inspection by SLA investigators.
- Bartenders, waitresses, waiters, hostesses and/or any persons who handle and receive payment for alcoholic beverages must be at least 18 years old.
- Bus persons and dishwashers who handle containers which have held alcoholic beverages must be at least 16 years old and must be directly supervised by someone at least 21 years old.
- According to Section 260.21 of the Penal Law, persons under the age of 16 must be accompanied by a parent or guardian to enter an on premises establishment.
- Alcoholic beverages must be consumed on the premises.
- Hours of sale are determined by the closing hours in the county where your establishment is located and your license/permit. Be sure you know the proper hours.
- You must have a valid bond in effect at all times.
- Purchases of alcoholic beverages must be made from duly licensed manufacturers and wholesalers. Purchases from retail stores or from any other retail licensee for resale are not permitted.
- Gambling of any type, either professional or social, is not permitted on any licensed premises. Exceptions are the sale of lottery tickets when licensed by the

Division of the Lottery and bingo or games of chance when authorized by the State Racing and Wagering Board.

- Refilling or tampering with the contents of any container containing alcoholic beverages is not permitted.
- An alcoholic beverage must be dispensed from the container in which it was received from the wholesaler.
- Any plans to make major physical changes or to substantially alter the licensed premises in any way may require permission from the authority prior to construction.
- Patrons may consume drinks purchased before closing hours up until one-half hour after the legal closing hours.
- To prevent sales to minors, ask for proof. It is a crime to give or sell alcoholic beverages to anyone under the age of 21. You should instruct your employees to check for proof of age before selling any alcoholic beverages. Acceptable documents for identification:
 - Valid New York State driver's license or a valid driver's license from any other state or Canada.
 - Valid identification issued by the New York Department of Motor Vehicles (non-Driver ID card).
 - Valid United States military identification.
 - Valid passport or visa from the United States government or any other country.

<p style="text-align: center;">College ID OR Sheriff's ID Cards are <i>NOT</i> acceptable Proof of Age.</p>
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- Have a written policy on what you expect from employees when making alcoholic beverage sales and post the policy for all employees to see.
- Post a "Date Born After" sign in close proximity to all cash registers.
- Establish an ongoing training and education program for all employees.
- Be sure your bartenders, wait staff and clerks understand that they can be arrested for selling alcoholic beverages to minors and/or intoxicated people.
- Support your employees when they refuse to make a sale.

- Encourage responsible drinking when advertising your establishment. Do not use advertising and/or promotions which are designed as inducements for teenagers to drink.

Recognize the signs of intoxication

Slurred speech

Mood swings

The smell of alcohol

Loud, abusive, profane language

Staggering or falling

February 9, 2021

To: Honorable Mayor and City Council
From: Michael J. DeMarco, Planner
Subject: Tree Watertown Annual Report and Tree City USA Application

On behalf of Tree Watertown, the City's street tree advisory board, please find the enclosed annual letter to Council.

In addition to Tree Watertown's letter, the City's 2020 Tree City USA Application is enclosed and details all tree related activities performed by Tree Watertown, contracted entities, volunteers and other partners, and the City during the 2020 calendar year.



Tree Watertown

1145 Boyd Street, Watertown, New York 13601

Phone – (315) 785-6850

February 5, 2021

The Honorable Mayor and City Council
City of Watertown, New York

Dear Council Members:

Attached for your review is ***Tree Watertown's 2020 Annual Committee Letter*** and the City's 2020 Tree City USA Application, which outlines the activities of both Tree Watertown and the City's urban forestry program efforts from December 2019 through December 2020. As the City's Street Tree Advisory Board, Tree Watertown conducted or was involved with numerous educational efforts throughout the year including our annual Arbor Day celebration, improvements within the City's Downtown Arboretum, Emerald Ash Borer outreach, as well as a social distant and successful fall tree planting project in Thompson Park. We look forward to continuing and enhancing our public education efforts in 2021.

Thank you for your continued support of Tree Watertown and the City's urban forest. If you have any questions regarding the efforts of Tree Watertown in 2020, please let me know.

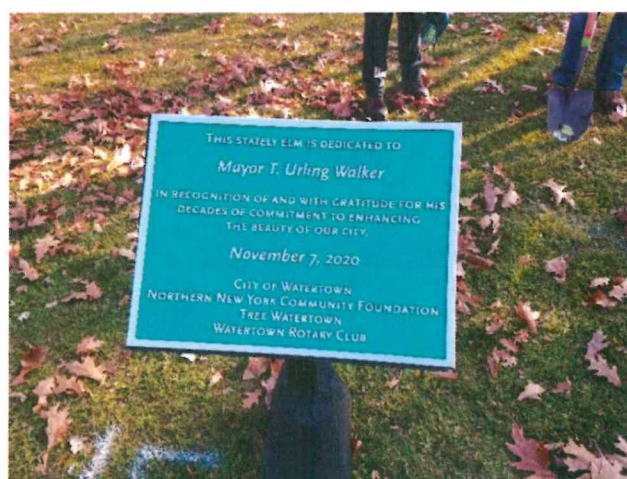
Sincerely,

William Christopherson
Landscape Architect
Chairman, Tree Watertown

cc: Kenneth A. Mix, City Manager
Michael A. Lumbis, Planning and Community Development Director
Michael J. DeMarco, Planner



Tree Watertown 2020 Annual Report





Tree Watertown 2020 Annual Report

Chairman's Letter

December 10, 2020

Dear Tree Watertown Members:

Herein you will find Tree Watertown's Annual Report for 2020. Although the year saw many challenges, you will also note that this year included many new tree plantings at various sites in Watertown. This was made possible in part by your dedication as volunteers of Tree Watertown. We also could not have accomplished so much without our many partners. We can all be very proud that the City of Watertown will apply again to the National Arbor Day Foundation to be designated as a Tree City USA for the 21st consecutive year.

We are thankful for the continued support and partnership of the City of Watertown, and we look forward to working with the Watertown City Council on Tree Watertown initiatives in the coming year. The Department of Public Works once again provided dedicated assistance in planting and maintaining trees throughout the City and in Thompson Park. We also recognize National Grid and Arborcare Tree Service for donating their time in offering a day of service in Thompson Park during the month of April 2020. Their efforts helped to reduce tree related risk to park visitors by pruning trees and removing obvious hazards.

On November 6, 2020, Arbor Day 2020 was celebrated with a tree planting ceremony at City Hall located in Downtown Watertown, where we planted a black maple (*Acer saccharum ssp. nigrum*) that replaced a green ash tree that was removed earlier in the season. This event highlighted the impact of tree loss and the importance of replanting following tree removal. Mayor Jeffrey M. Smith addressed those gathered and proclaimed Friday, November 6, 2020 as Arbor Day in the City of Watertown. Attendees of the event included Tree Watertown members, City staff, City Council members and NYS Department of Environmental Conservation staff.

We followed up that event by partnering with the Watertown Noon Rotary Club and the Northern New York Community Foundation on November 7, 2020, for our annual fall tree planting project. This year's planting project took place in Thompson Park and was extra special as we honored former Watertown City Mayor, T. Urling Walker, for his years of dedication in furthering the City's urban forestry efforts dating back to the 1970's.

Those gathered planted 49 new trees, consisting of 22 different species and included Patriot elm (*Ulmus x Patriot*) in honor Mayor Walker, shingle oak (*Quercus imbricaria*), black oak (*Quercus velutina*), sweet gum (*Liquidambar styraciflua*), and tulip tree (*Liriodendron tulipifera*), to name a few.



Tree Watertown 2020 Annual Report

Some of our important partners who have worked with Tree Watertown and the City this year to accomplish new shade tree plantings include, the NYS Department of Environmental Conservation, the Watertown Noon Rotary Club, the Northern New York Community Foundation, the Friends of Thompson Park, SLELO-PRISM, Boy Scouts Troop #37, National Grid, Arborcare Tree Service; and the faculty, students, and families of the Watertown City School District and Immaculate Heart Central High Schools.

We were also fortunate to have the City's Urban Forestry Assistant, Lauryn Tabolt, who worked hard over the summer to water and maintain newly planted trees throughout the city.

Again, much appreciation goes to the volunteer board members of our Tree Watertown committee, and we all can look forward to new and exciting projects for Tree Watertown in the coming year.

Sincerely,

William W. Christopherson,

2020 Chairman, Tree Watertown

cc: City Council Members

Kenneth Mix, City Manager

**CITY OF WATERTOWN, NEW YORK
TREE CITY USA APPLICATION FOR
RECERTIFICATION - 2020
COMMUNITY FORESTRY PROGRAM
ARBOR DAY NARRATIVE**



PREPARED BY:

THE CITY OF WATERTOWN PLANNING AND COMMUNITY DEVELOPMENT
DEPARTMENT AND TREE WATERTOWN



**City of Watertown, New York
Tree City USA Application for Recertification - 2020
Community Forestry Program Arbor Day Narrative**

On Friday, November 6, 2020, Tree Watertown held its 22nd Annual Arbor Day Observance in front of Watertown City Hall, located in the City's Downtown Arboretum, along the 200 block of Washington Street in the City of Watertown.

A black maple (*Acer saccharum sbsp. nigrum*) tree was planted at the site to illustrate the importance of species diversity efforts in addition to prioritized replanting efforts following tree removal. This year's Arbor Day tree was purchased by funding made possible by the New York State Urban Forestry Council's *Tree City Rewards Grant Program*. All Season's Nursery and Landscaping provided the tree and prepared the planting site for volunteers. William Christopherson, Chairperson for the City's street tree advisory board, Tree Watertown, addressed those gathered (City Council member, City staff, New York State Department of Environmental Conservation staff, and Tree Watertown Members.

Watertown City Mayor, Jeffrey M. Smith, lead the tree planting with the reading of the 2020 Arbor Day proclamation and proclaimed November 6, 2020 as Arbor Day in the City of Watertown.



Photo 1. The City of Watertown proudly urshed in Arbor Day 2020 with the flying of this year's flag, representing 20 Years as a Tree City USA.



Photo 2. Prior to the reading of the 2020 Arbor Day Proclamation, Watertown City Mayor, Jeffrey M. Smith, and Tree Watertown Chairperson, William Christopherson, address a small gathering that included Watertown City Council members, City staff, New York State Department of Environmental Conservation staff, members of Tree Watertown.



Photo 3. City of Watertown Mayor, Jeffrey M. Smith, addresses a small gathering that included Watertown City Council members, City staff, New York State Department of Environmental Conservation staff, members of Tree Watertown. Following a brief addressing of those gathered, Mayor Smith read the 2020 Arbor Day Proclamation and proclaimed November 6, 2020 as Arbor Day in the City of Watertown.



Photo 4. Mayor Smith; City Manager, Ken Mix and Tree Watertown member, Sylvia Buduson, assist in the planting a black maple following the reading of the 2020 Arbor Day proclamation



Photo 5. City Council members, Ryan-Henry Wilkinson and Lisa Ruggiero, assist in the planting of a black maple following the reading of the 2020 Arbor Day Proclamation.

**CITY OF WATERTOWN, NEW YORK
TREE CITY USA APPLICATION FOR
RECERTIFICATION - 2020
COMMUNITY FORESTRY PROGRAM NARRATIVE**



PREPARED BY:

THE CITY OF WATERTOWN PLANNING OFFICE
AND TREE WATERTOWN



City of Watertown, New York

Tree City USA Application for Recertification - 2020

Community Forestry Program Narrative

Program Overview. The City of Watertown's Community Forestry Program involves annual planting, pruning and removal of City-owned street and park trees. The Community Forestry Program is administered from the City's Planning and Community Development Department, where Mr. Michael J. DeMarco, Planner, and ISA Certified Arborist (NY-5840A), serves as the urban forestry coordinator under long time urban forestry coordinator and now director of Planning and Community Development, Mr. Michael A. Lumbis. Mr. DeMarco develops the annual tree planting program, applies for, and administers grants, oversees tree maintenance and removal, integrates tree planting and other landscaping into proposed City projects. Both Mr. DeMarco and Mr. Lumbis serve as City representatives on Tree Watertown, the City's street tree advisory board.

The City also employs a tree trimmer, who, along with the City Department of Public Works (DPW) Buildings and Grounds Crew, is responsible for planting, maintaining and (if necessary) removing trees. The attached work order reports provide the job-cost breakdown for several tree-related projects including planting, pruning and removal that occurred during the last year.

A program budget is included with the application and details the costs associated with each of the items described in this report. For the year 2020, the City of Watertown's Community Forestry Program had a budget of **\$190,908.30**. The program is funded from several sources within the City budget, offset by various grants, volunteer hours and other sources as detailed in the narrative.

Community Forestry Projects.

From January to mid-March, the City continued its *Small Tree Pruning Program*, which is aimed at training recently planted trees for proper growth. Eliminating defects in young trees will help to establish longer lived, healthier trees, that require less maintenance as they mature. During late January, February, and March, DPW Buildings and Grounds employees pruned approximately **972** young trees in the targeted area of the City's westside.

In early March, arborists with Arborcare Tree Service "cabled and braced" a large littleleaf linden located in the City's Downtown Arboretum between City Hall and the Flower Memorial Library. The linden had developed a large crack over time and rather than remove



Photo 1. Brace rods are shown following cable and brace work on this littleleaf linden adjacent to the Washington St entrance of City Hall.

the stately tree, staff reached out to local arborists, certified by the International Society of Arboriculture, to evaluate the tree and perform the structural reinforcement work, hopefully assisting in the preservation of the tree for decades to come. This tree is an important feature of the City's Downtown Arboretum, providing shade, aesthetics, urban wildlife habitat, among other benefits.

By mid-March, it became apparent that the typical spring tree planting season including the City's annual Arbor Day ceremony, annual Spring Volunteer Tree Planting Project, and the annual Spring DPW Tree Planting Project, would not take place due to both financial and health concerns related to the COVID-19 virus. It was at this time that City staff and Department of Environmental Conservation (DEC) staff created a plan to reallocate a portion of the City's previously awarded DEC tree planting grant to fund the City's 2020 Ash Tree Treatment Project to protect specimen ash trees from the Emerald Ash Borer.

On October 8, 2019, the Emerald Ash Borer (EAB) was found in the City of Watertown. The City's tree management plan addresses issues such as invasive species management, and will assist the City in managing its ash tree population in the wake of EAB, allowing for a healthier, safer, and more sustainable urban forest.

In mid-June 2020, the City began early-stage ash tree management with the chemical injection treatment of **57** ash trees in various neighborhoods, parks, and playgrounds throughout the City. Typically, in late April, City DPW crews would prepare planting holes for the *Watertown Noon Rotary Club's Annual Spring Tree Planting Project*. Being that a 2020 volunteer spring planting project would not take place due to COVID concerns, Rotarians opted to request that the Northern New York Community Foundation reallocate funding that would have otherwise gone toward the spring tree planting project, to help protect City owned ash trees against EAB as part of the City's *2020 Ash Tree Treatment Pilot Project*. Of the 57 ash trees treated this year, 15 were treated with funding provide by the Northern New York Community Foundation in cooperation with Watertown Noon Rotary, and private donors.



Photo 2. An ash tree is injected with a chemical control agent on Stuart Street to help protect it from the Emerald Ash Borer

In addition to specimen ash receiving chemical treatment, **52** ash trees were preventatively removed as recommended in the City's recently completed tree management plan. Following this recommendation is important to help slow the spread of EAB throughout the city and to minimize future risk associated with the pest. Removal sites will be assessed for the ability to support replanting as part of the City's annual spring tree planting program. The immediate impact of ash tree removal will be felt at the neighborhood level with some streets possessing a higher percentage of ash than others. Although the removal of ash when still relatively healthy may be unsettling

to some, removal and replacement of healthy ash trees is the nationally recommend management strategy for ash that will not receive chemical injection treatment to protect them from EAB. Once ash trees become infested with EAB, they can become brittle and potentially hazardous within a few years of infestation.

On April 21, National Grid, in coordination with City Planning and City Parks Departments, dispatched multiple crews of arborists to Thompson Park to provide a volunteer day of service. Grid's crews pruned dead, broken and other potentially hazardous limbs and branches from many of the large, older trees growing along paved walking paths in the area located between the old stone bathrooms, the Pinnacle Outlook and the Playground. This work is a follow up to the day of service that Grid provided in 2019 in which crews pruned large trees at Thompson Park between the 10th Mountain Division Monument and the Playground.

On April 22, Arborcare Tree Service dispatched a crew of arborists to Thompson Park to provide a volunteer day of service. Arborcare crew pruned dead, broken and other potentially hazardous limbs and branches from many of the large, older trees adjacent to the tennis court.

We appreciate both National Grid and Arborcare Tree Service, for providing such valuable work, at no cost. The risk mitigation projects have helped to maximize the safety of all who visit the higher use area of Thompson Park.

On April 23, the City submitted a Grant Application to the Northern New York Community Foundation through the Whitney and Walker Tree Planting Funds for \$3,000 to help fund the City's Annual Fall Tree Planting Project, of which the City succeeded in obtaining this funding. Additional information about this grant and others are detailed below in the fall tree planting section of the report.

On May 27, tree contactors planted **15** trees, consisting of 7 species, as part of the construction of the new Thompson Park Pool and Bathhouse project. This planting



Photo 3. City DPW Buildings and Grounds Remove an ailing ash tree on Walker Avenue



Photo 4. National Grid contractors, Nelson's Tree Service, celebrate Arbor Day by pruning trees in Thompson Park as part of a volunteer day of service



Photo 5. Arborcare Tree Service celebrates Arbor Day by pruning trees at Thompson Park as part of a volunteer day of service

improves species diversity and habitat for wildlife in the park, while providing future shade opportunities for park users to enjoy.

In 2018 the City of Watertown was awarded a **\$20,250** tree planting grant through the New York State Department of Environmental Conservation's Urban and Community Forestry Grant Program. In early June 2020, the City utilized a portion of this award funding to contract the planting of **24 trees**, consisting of 14 species, in various locations throughout the City. The primary planting location complimented the recently completed (2019) Community Development Block Grant (CDBG) funded Central Street Sidewalk Project, in which 20 trees were planted behind the newly reconstructed walks to help further beautify and stabilize the neighborhood.



Photo 6. DEC funded trees are planted behind new CDBG funded sidewalks on Central Street in Watertown

In addition to the Central Street tree planting project, contractors planted **30 trees**, consisting of 11 species, as part of the City's most recent CDBG funded sidewalk improvement project. The Rutland Street N Sidewalk Project provided new sidewalks and trees along Rutland Street N, from State Street to Huntington Street. Trees were planted behind the walk as City margin space is limited along Rutland Street N.

On June 1, City staff submitted a grant application to local utility company National Grid, through their 10,000 Trees and Growing Grant Program. The program reimburses the City \$50 for every properly selected underwire tree that is planted. Twenty-four underwire trees planted in 2019 were submitted and approved for a \$1,200 reimbursement under this program. This grant offsets the overall cost of our tree program in the City.



On an annual basis, City staff submits a grant application to National Grid, through their 10,000 Trees and Growing Grant Program. The program reimburses the City \$50 for every properly selected underwire tree that is planted.

On June 1, the City submitted its application for its 2019 reimbursement and National Grid reimbursed the City for 24 trees (\$1,200.00) under this program. This grant helps offset the overall cost of our tree program in the City.

On September 10, **39** trees consisting of 12 tree different species and 26 shrubs, consisting of 2 species, were planted to complete the third and final phase of a 15-year trail project known as, the Black River Trail. The now complete 5.8-mile multi-use trail connects the City of Watertown with the Village of Black River. Trees and shrubs were added to frame the newest trail segment, create an increased sense of separation between trail users and vehicles, and help to minimize stormwater runoff associated with the paved trail. Going forward, the trees will be added to the City's Small Tree Pruning Program and maintained as City assets.



Photo 7. Trees planted along a portion of the newest Black River Trail segment, adjacent to the Route 3 bridge in Watertown.

On September 14, the City of Watertown submitted a grant application to the New York State Urban Forestry Council's (NYSUFC) Tree City USA Rewards Grant Program, for a \$1,000 grant to fund the City's fall 2020 Arbor Day ceremony, of which the City succeeded in obtaining this funding. This valuable grant provided funding needed to contract the purchase and planting of **3 trees** (B&B) in the City's Downtown Arboretum as replacements for trees removed earlier this season due to condition. Trees species planted included, black maple (*Acer saccharum sbsp. nigrum*), hackberry (*Celtis occidentalis*), and bald cypress (*Taxodium distichum*). On November 5th, the trees were planted, while the black maple was partially planted to allow for volunteers to complete the planting the following day.

On Friday, November 6, 2020, Tree Watertown held its 23rd Annual Arbor Day Observance in front of Watertown City Hall, located in the City's Downtown Arboretum, along the 200 block of Washington Street in the City of Watertown. A black maple (*Acer saccharum sbsp. nigrum*) tree was planted at the site to illustrate the importance of species diversity efforts in addition to prioritized replanting efforts following tree removal. This year's Arbor Day tree was purchased by funding made possible by the New York State Urban Forestry Council's Tree City Rewards Grant Program.



Photo 8. Prior to the reading the 2020 Arbor Day Proclamation, Watertown City Mayor, Jeffrey M. Smith, and Tree Watertown Chairperson, William Christopherson, address a small gathering that included Watertown City Council members, City staff, NYS DEC staff and members of Tree Watertown.

On November 6, landscape contractors planted **1** B&B, 'Streetkeeper' honeylocust, tree at Academy Street Playground as the finishing touches of the CDBG funded, Academy Street Playground Improvement Project.

It is unfortunate, but occasionally trees in the City are damaged or killed due to vandalism or other unauthorized instances of tree removal. Whenever possible, the City seeks restitution through insurance companies to pay for the replacement costs of damaged trees. During the summer of 2020, a three-inch diameter bur oak was unlawfully removed from the City's street margin by a homeowner wishing to install a new driveway. Once contacted by City Planning staff and provided with the City's tree ordinance detailing unauthorized tree removal, the homeowner promptly reimbursed the City with the quoted value for the contracted planting of a tree of equal size and species. On November 6, contractors planted **1**, three-inch diameter bur oak tree in the City's Downtown Arboretum as a replacement for a Norway maple that was recently removed due to condition.

On November 7, Tree Watertown completed its *Annual Fall Tree Planting Project*, at Thompson Park. This project was conducted in honor former Watertown City Mayor, T. Urling Walker, for his years of dedication to improving the City's urban forestry program, dating back to the 1970's. The project featured the planting of **49** trees, consisting of 22 different species and a plaque mounted stone, honoring Mayor Walker. The stone is expected to be installed during the spring of 2021. The project was a joint effort between Tree Watertown, the Northern New York Community Foundation (NNYCF), the Watertown Noon Rotary Club, and the City of Watertown Department of Public Works. Volunteers included Tree Watertown members, City staff, NNYCF Staff, Watertown Noon Rotary Club members, Friends of Thompson Park, SLELO-PRISM staff, Boy Scouts Troop #37, students and staff from Watertown High School and Immaculate Heart Central High School.

Tree Watertown and the City utilized a \$3,000 grant from the Northern New York Carolyn Whitney Tree Planting Fund. At the request of Watertown Noon Rotary Club, the NNYCF gifted the City of Watertown, a \$2,000 grant from the Dewitt C. Middleton Fund, to assist in the enhancement of the project which allowed for approximately 20 additional trees be planted and the inclusion of a memorial plaque in the Mayor's name.

Tree Watertown members also provide area residents with educational information concerning tree identification, site selection requirements and other urban forestry information over the course of the year.



Photo 9. Former Watertown City Mayor, T. Urling Walker, plants a 'Patriot' elm, at Thompson Park in Watertown



Photo 10. A plaque honoring former Watertown City Mayor, T. Urling Walker, for his years of commitment to enhancing Watertown's beauty

On November 13, City staff submitted a reimbursement grant application to SLELO-PRISM (ST. LAWRENCE EASTERN LAKE ONTARIO PARTNERSHIP FOR REGION INVASIVE SPECIES MANAGEMENT), through their Non-Native, Non-Invasive Tree Planting Reimbursement Program. The program reimburses municipalities in the SLELO-PRISM management area, for 100% of the purchase cost of non-native, non-invasive trees planted as part of their tree planting efforts. This one-time reimbursement grant was approved for a \$5,000 reimbursement to the City of Watertown under the program. This generous grant will help offsets the overall cost of our tree program for the spring of 2021.

On an annual basis, City staff submits a grant application to National Grid, through their 10,000 Trees and Growing Grant Program. The program reimburses the City \$50 for every properly selected underwire tree that is planted.

On June 1, the City submitted its application for its 2019 reimbursement and National Grid reimbursed the City for 24 trees (\$1,200.00) under this program. This grant helps offset the overall cost of our tree program in the City.

The City's 2020 tree planting projects consisting of various contracted tree planting effort, the annual Arbor Day ceremony, and the annual fall volunteer tree planting project, resulted in the planting of **162** new trees in the spring, early summer and fall of 2020.

During 2020, the City of Watertown continued its Summer Tree Watering and Maintenance Program by employing a college student to water and care for recently planted trees. Typically, this program is a 12-week position lasting from June through late August. This season, due to COVID-19 concerns, a summer employee was not hired until July 1. The employee is responsible for watering all trees planted in 2020 with twenty gallons of water each on a weekly basis, and watering trees planted in other recent years on a less intensive rotational basis. As part of the program, the employee also mulches trees as times allows.



Photo 11. Summer Urban Forestry Assistant, Lauryn Tabolt, waters a newly planted tree on Rutland Street N in Watertown

The City also conducts Hazard Tree Inspections throughout the year. Inspections are conducted for both City-owned street trees and privately-owned trees that have the potential to affect the City's right-of-way. Inspections of privately-owned trees after the City receives complaints regarding the condition of trees either from the general public or from City staff. The City also conducts inspections on recently planted trees that show signs of decline, disease or insect problems.

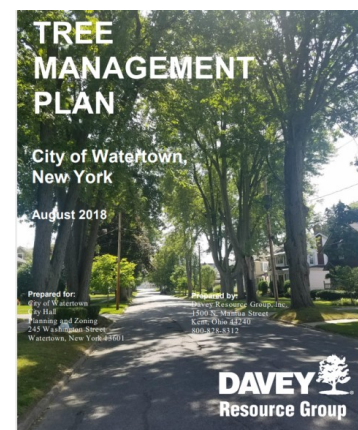


Photo 12. The City of Watertown's Tree Management Plan cover page

With an updated tree inventory and management plan completed in 2018, City Staff has gained valuable insight, not only into the overall health and condition of the City's street and park tree population, but also their species and size class distribution, maintenance needs, as well as the economic, aesthetic, and environmental benefits associated with the City's urban tree population.

As a result of routine tree inspections and insights provided by inventory data, the City performs necessary *Tree Removals and Pruning* throughout the year. Costs for the various operations are detailed in the budget narrative section of the application. For 2020, the City removed approximately **60** established or mature trees (13" DBH or larger) and **60** younger or less established trees (12" DBH or smaller). As mentioned in a previous section of this narrative, approximately **50** ash trees were preventatively removed to control the spread of the Emerald Ash Borer and minimize future risks associated with the pest. In addition to the annual *Small Tree Pruning Program*, DPW also pruned approximately **120** other priority trees of various sizes to address hazardous deadwood, clearance for street signage as well as vehicular and pedestrian clearance as needed.

In the analysis phase of the recent inventory project, the consultant used the i-Tree software suite to calculate the annual benefits associated with the collected inventory data. i-Tree is a peer-reviewed software suite designed by the USDA Forest Service that calculates monetarily, the economic, environmental and social benefits associated with urban trees. Based on the data collected in Phases I & II of the inventory project, the consultant found the City's urban tree population to have an approximate annual benefit of **\$715,343**.

Tree Watertown members also provide area residents with educational information concerning tree identification, site selection requirements and other urban forestry information over the course of each year.

In summary, 2020 was an extremely successful year for the urban forestry program in Watertown as **162 trees** were planted in the City from the combined efforts of Tree Watertown, the Northern New York Community Foundation, SLELO-PRISM, the New York State Urban Forestry Council, NYS Department of Environmental Conservation, the Watertown Noon Rotary Club, National Grid, Watertown City School District, Immaculate Heart Central Schools, citizen volunteers, contracted entities and the City of Watertown. We look for 2021 to be even better as we continue our efforts to reforest the City.



February 9, 2021

To: The Honorable Mayor and City Council

From: Geoffrey T. Urda, Planner

Subject: 2020 Analysis of Impediments to Fair Housing Choice

One of the activities included in the City's 2019 CDBG Annual Action Plan, which the City Council adopted on May 20, 2019, was to commission CNY Fair Housing, the City's Fair Housing Enforcement Agency, to prepare an Analysis of Impediments to Fair Housing Choice (AI). At the time of the plan's adoption, the United States Department of Housing and Urban Development (HUD) required each Entitlement Community to complete an AI every five years, prior to the beginning of a new Consolidated Plan cycle. CNY Fair Housing spent several months over the last year working on the document and delivered the final version to the City on January 11, 2021.

HUD defines impediments to fair housing choice as:

- Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices.
- Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

An AI reviews a jurisdiction's laws, regulations, policies, procedures and practices and assesses how those laws etc. affect location, availability and accessibility of housing. It also assesses how conditions, both public and private, affect fair housing choice for all protected classes. This typically includes a detailed examination of spatial demographic patterns across a municipality and a breakdown of housing stock and market conditions. Finally, an AI presents policy recommendations for addressing the identified impediments.

Some key observations in the AI that CNY Fair Housing prepared for the City were that Watertown has a significantly higher Disability Rate than the national average (17.6 percent locally compared to 12.6 percent nationally) and that downtown and the north side have higher disability rates than the rest of the City. Another was that 42 percent of rental households are cost burdened and vacancy rates for affordable housing are less than two percent. Combined, these statistics evidence a lack of quality affordable housing for protected class members. Finally, a lack of knowledge of fair housing rights contributes to continuing inequities.

Staff has attached a hard copy of the AI's Executive Summary to this report. The full AI is available to read on the CDBG page on the City's website at: <https://www.watertown-ny.gov/DocumentView.asp?DID=2016>.

EXECUTIVE SUMMARY

The Analysis of Impediments to Fair Housing Choice (AI) for the City of Watertown was conducted by CNY Fair Housing, Inc., a private, non-profit organization qualified fair housing enforcement agency. As a recipient of Community Development Block Grant (CDBG) entitlement funding from the US Department of Housing and Urban Development (HUD), the City of Watertown is obligated to affirmatively further fair housing (AFFH).

To conduct this Analysis, CNY Fair Housing conducted data analysis and reviewed existing relevant studies. The analysis emphasized the impact of Fort Drum on both the local population and housing trends relating to fair housing.

There are large geographic disparities in median income and poverty rates between the city and county. Watertown's median income of \$41,339 is 21 percent less than Jefferson County's median income of \$52,268. Additionally, Watertown has a poverty rate of 25.6 percent, compared to Jefferson County's poverty rate of 14.2 percent. There is also a large geographic disparity in homeownership levels. In Watertown, only 40.2 percent of households are homeowners, compared to 55.7 percent of Jefferson County households.

Watertown additionally has an older housing stock than Jefferson County. About 82 percent of Watertown housing units were built prior to the ban of lead paint in 1979, and families with children face a higher risk from lead exposure. Even a smaller proportion of Watertown homes were built after accessibility standards for multi-family homes were enacted in 1994, making it especially difficult for residents with mobility disabilities to find suitable housing. There are higher proportions of disabled residents both city and county-wide. 17.6 percent of Watertown residents and 14.2 percent of Jefferson County residents have a disability, compared to the national average of 12.6 percent. Many fair housing complaints based in Jefferson County received by CNY Fair Housing are related to reasonable accommodation requests.

Disparities in median income, poverty and homeownership exist not only geographically, but racially in the City and County. Although both Watertown and Jefferson County are predominantly white with approximately 80 percent white residents, the city and county have diversified since 1980 with the garrison of the United States Army's 10th Mountain Division to Fort Drum. The Watertown and Fort Drum areas of Jefferson County are more diverse than the northwest and southern parts of the County. The poverty rate is higher for all racial groups in Watertown than Jefferson County, but racial disparities exist in both geographies. In Watertown, 22.2 percent of white residents live below the poverty line, compared to 51.7 percent of Hispanic or Latino and 34.8 percent of Black or African American residents. In Jefferson County as a whole, 13.0 percent of white residents live below the poverty line, compared to 22 percent of Hispanic or Latino residents and 18.6 percent of Black or African American residents. There are additionally large racial disparities in homeownership, with 44.4 percent of white households owning their home in Watertown, compared to only 18.0 percent of Hispanic or Latino and 14.3 percent of Black households. In Jefferson County, 61.7 percent of white households own their home, compared to 18.4 percent of Hispanic or Latino households and 9.0 percent of Black or African American households. Low rates of homeownership among people of color limits their ability to build household wealth.

Both Watertown and Jefferson County's population have gradually declined in recent years due to the Base Relocation and Closure (BRAC) process at Fort Drum, as the Army has phased out of the Iraq War. This has contributed to high levels of regional housing vacancy, as many homes had been built to accommodate rising troop levels in the 2000s. The Comprehensive Housing Analysis completed for the City in 2016 suggests that despite high levels of vacancy, there are low vacancy rates for affordable homes, indicating the high demand for affordable homes. Watertown additionally struggles with the presence of foreclosed and abandoned "zombie"

homes. In early 2020, Watertown had the zip code with the second highest rate of owner-vacated properties in the nation. The presence of even one of these properties can disrupt neighborhood stability.

Housing cost-burden is high both city and county wide, especially among renters. Despite having a higher median income, more Jefferson County renters are cost-burdened (46.5 percent) than City of Watertown renters (42.2 percent). However, despite high levels of renter cost burden across both the City and County, 71.2 percent of HUD-subsidized units and 70.7 percent of LIHTC units are located within the City. However, 42.5 percent of Housing Choice Voucher holders live outside the City, suggesting there is a demand for affordable homes in the surrounding Jefferson County as well. Overall, the need for quality, affordable homes impacts members of protected classes the most.

IDENTIFICATION OF BARRIERS AND RECOMMENDATIONS

The last Analysis of Impediments for the City of Watertown was completed in 2015. That document identified a set of recommendations for the City that aimed to improve housing choice and opportunity. As progress has varied, some of these recommendations are repeated in 2020.

The 2020 Analysis emphasizes the impact of Fort Drum deployment patterns on Watertown's housing market trends. These deployment changes have led to rapid changes in the area population and the local housing market has sometimes struggled to adjust. Based on these findings, this report identifies the lack of affordable, quality housing for members of protected classes, the role of vacant and zombie properties in disrupting neighborhood stability, racial disparities in homeownership, the lack of accessible housing, and housing discrimination as barriers to fair housing and housing choice in Watertown. The impediments and policy recommendations to address these barriers are summarized here and discussed in more detail later in the report.

IMPEDIMENT 1:

Lack of quality, affordable housing limits housing options for protected class members.

Recommendations:

- Strengthen code enforcement system.
 - Strengthen the rental registry to require inspections of rental properties.
 - Create a user-friendly database of codes complaints that will allow tenants to search property and landlord complaint history.
 - Set up stricter penalties against landlords with outstanding code violations such as fines, denials of construction permits, evictions, or inability to purchase a property from the City.
 - Require lead paint tests in codes inspections.
- Develop incentives to convert market-rate apartments struggling with high levels of vacancy to affordable housing.
- Promote and incentivize mixed income properties and neighborhoods through both the development of affordable housing in market-rate neighborhoods and the development of market-rate housing in high-poverty neighborhoods such as Downtown.
 - Use City of Watertown Zoning Ordinance rewrite as an opportunity to promote mixed-use and mixed-income development as the City shifts to form-based codes.
 - Advocate New York State legislators to develop and fund tax credit programs that prioritize mixed-income and scattered-site development and rehabilitation to incentivize

redevelopment and prioritize affordable housing without the consequence of concentrated poverty, as seen in Downtown Watertown.

- Address housing instability among renters.
 - Create early intervention programs that provide support to tenants when they first become late on rent.
- Continue investment into rental rehabilitation programs.
 - Complete outreach to encourage more landlords to participate in existing programs.

IMPEDIMENT 2:

Vacant housing and zombie properties undermine neighborhood stability and revitalization efforts.

Recommendations:

- Continue zombie home rehabilitation and prevention programs.
 - Identify problem homes, blocks and neighborhoods and be proactive in helping slow the growth of vacancy and dilapidation.
 - Continue efforts to rehabilitate homes in all neighborhoods as an effort to decrease the concentration of poverty in certain areas.
 - Continue to expand the Owner-Occupied Housing Rehabilitation program, funded by CDBG and implemented by Neighbors of Watertown.
 - Continue to expand and fund the NDC Housing Program, which stabilizes properties acquired by the City through the tax foreclosure process while a long-term redevelopment plan is being established.
 - Utilize NYS Brownfield Opportunity Areas Program to redevelop vacant and blighted parcels following the tasks listed in the 2019 Comprehensive Plan.
- Create a Jefferson County Land Bank or expand existing programs that facilitate the redevelopment of vacant properties, such as the Buy / Rehab / Resell Housing Rehabilitation Program.
- Work with Fort Drum to better plan for and anticipate troop fluctuations that impact the housing market.¹

IMPEDIMENT 3:

There are significant disparities in homeownership rates by race and ethnicity, limiting the ability of people of color to build household wealth.

Recommendations:

- Improve homeownership opportunities.
 - Create financial counseling programs, including financial literacy programs for high school students and non-military residents.
 - Expand homeownership counseling programs, such as the Neighbors of Watertown's First Time Home Buyer Education course.
 - Expand down payment assistance programs and work with local lenders to make first-time homebuyer programs more available.

¹ "2019 Comprehensive Plan," City of Watertown.

- Promote Black and Hispanic homeownership through affirmative marketing programs and partnerships with local organizations.
- Promote Section 8 homeownership for voucher holders and work with local housing authorities and lenders to expand Section 8 homeownership.
- Identify and expand upon programs to provide alternative mortgage lending options that allow for funding for housing rehabilitation.

IMPEDIMENT 4:

A large percentage of the population has disabilities, particularly ambulatory difficulties, which creates a need for accessible housing.

Recommendations:

- Identify and support scattered site housing options that promote integration of people with disabilities into the community.
- Develop incentives for creating accessible housing or modifying homes to be more accessible.
- Assure that all new construction or substantial rehabilitation complies with required accessibility guidelines. Monitor new construction prior to completion to identify accessibility violations while they are easier to correct.
- Explore passage of a visitability regulation that requires that all new construction of both multi and single-family homes conform with basic accessibility requirements.

IMPEDIMENT 5:

Housing discrimination and lack of knowledge of fair housing rights continues to limit housing opportunities.

Recommendations:

- Continue support for fair housing education and outreach programs. Target programs to reach tenants directly through written, digital, and in-person activities.
- Support fair housing enforcement programs including fair housing testing of housing providers in the rental, sales, and lending markets.
- Include fair housing education materials in all housing assistance programs.
- Partner with other municipalities within Jefferson County to expand reach of fair housing education programming.
- Require that all subrecipients of CDBG funds complete fair housing training.

February 9, 2021

To: The Honorable Mayor and City Council

From: The Complete Streets Committee (Geoffrey Urda, Planner; Michael Delaney, City Engineer; Patrick Keenan, Superintendent of Public Works; Charles Donoghue, Police Chief; Matthew Roy, Human Resources Manager)

Subject: Complete Streets Annual Progress Report – Calendar Year 2020

On January 17, 2017, the City Council adopted a Complete Streets Policy for the City of Watertown. Section 8 of the policy, titled “Reporting,” requires the Complete Streets Committee to prepare a written annual progress report that measures the success of the policy and present it to City Council. In accordance with this requirement, the Complete Streets Committee is submitting the following report summarizing the fourth year of the enacted policy.

The policy identifies various performance measures that the report should include but does not limit the report to only those measures. A data summary of the required performance measures is on the second page of this report.

In its fourth year, the Complete Streets Committee reviewed six upcoming transportation projects. The projects reviewed included Gale Street, Boyd Street, Mill Street, Meadow Street South, Pleasant Street North and Grant Street, the last of which was a reevaluation in light of the opportunity to plan a CDBG sidewalk project and a surface reconstruction in concert with one another.

Among the improvements that will result from these reviews will be:

- Narrower curb-to-curb widths on Pleasant Street North and Grant Street, which will calm traffic and set the stage for five-foot sidewalks on both streets in the future
- New sidewalk on the east side of Grant Street that will close a gap and connect to Starbuck Elementary School
- Two new crosswalks across Grant Street, one at the north end of the street and one at the south end
- New bicycle lanes on Mill Street that will extend north from the Veterans Memorial Riverwalk across the bridge spans and terminate just prior to reaching Hilltop and Skyline Towers (*pending City Council approval*)
- Any substandard curb ramps will be also brought into ADA compliance as a part of all projects.

While no other major Complete Streets improvements were recommended for any of the above projects, the Committee vetted each of them for opportunities to improve safety for all users.

Below are various data from the policy's prescribed performance measures for physical improvements implemented in Calendar Year 2020:

- Linear Feet of new or repaired pedestrian accommodation: 4,179
- Number of new or repaired curb ramps along City streets: 80
- Number of crosswalk and intersection improvements: 4 new crosswalks, 75 repainted
- Number of transit facilities installed or improved: 1
- Total miles of new bike lanes: 0
- Net gain in street trees: -23 (net loss of 23)
- Number of traffic-calming features installed: 1
- School district walker data: 2,558 of an estimated 3,872 K-12 students are eligible for bus transportation to/from school. The remaining 1,314 are designated as walkers. Data is unavailable at this time as to how many of the students designated as walkers actually walk or ride their bicycle to school as opposed to receiving a ride to school from their parents.
- A list of approved exceptions to this policy: 0

A detailed breakdown by type of improvement and location is attached as an appendix.

During 2020, in addition to its above-required tasks, the Complete Streets Committee also spent significant time developing recommended standard cross-sections for various classifications of City streets (e.g. arterial, collector, local) to provide context-sensitive guidance and direction for vetting future projects. The Committee anticipates presenting these benchmark cross-sections to City Council at a future 2021 Work Session for Council feedback. The ultimate goal of these efforts will be to prepare a formal design manual that the Committee will present to City Council for official adoption as a supplement to the City's adopted Complete Streets Policy.

Appendix A: City of Watertown

Complete Streets Performance Measures



- 1) Linear feet (LF) of new or repaired pedestrian accommodation
 - CDBG program – Huntington Street and Rutland Street (3,610 LF)
 - Sidewalk Permits (300 LF)
 - Other (269 LF of sidewalk replaced due to tree damage)
- 2) Number of new or repaired curb ramps installed along City streets
 - Community Development Block Grant (CDBG) Ramps (24)
 - Ramps installed as part of CDBG Sidewalk projects (12)
 - Consolidated Local Street and Highway Improvement Program (CHIPS) Ramps (44)
- 3) Number of crosswalk and intersection improvements
 - 4 new crosswalks
 - 1 at Iroquois Ave/Sherman St
 - 3 at Thompson Blvd/Gotham St
 - In addition: 75 crosswalks repainted
- 4) Number of transit facilities installed or improved
 - Mill Street (1)
 - Installed bus shelter in front of Stewart's Shops
- 5) Total miles of new bike lanes
 - None for Calendar Year 2020
- 6) Number of street trees planted
 - 84 street trees planted
 - 67 street trees removed (not including Ash Trees)
 - 40 Ash trees removed from street locations due to the Emerald Ash Borer
 - Net loss of 23 street trees
- 7) Number of traffic calming features installed
 - Gotham Street and Thompson Boulevard
 - Created a new pedestrian route through the intersection for increased safety, including a formalized mid-block crossing identified under Metric 3 above.
- 8) School District Walker Data
 - Estimated 3,872 Total K-12 students
 - Of that 1,314 are ineligible for transportation to/from school ("walkers")
 - The other 2,558 are eligible ("busers")
 - Watertown High School (Grades 9-12)
 - 725 eligible
 - 303 walkers

- Case (Grades 7-8)
- 443 eligible
- 153 walkers

- Wiley (Grades 5-6)
- 564 eligible
- 86 walkers

- Overall, the Grades 5-12 campus has 2,274 total students, of which 1,732 are eligible for the bus.

- Knickerbocker
- 127 eligible
- 207 walkers

- North
- 327 eligible
- 135 walkers

- Ohio
- 82 eligible
- 254 walkers

- Sherman
- 150 eligible
- 126 walkers

- Starbuck
- 103 eligible
- 50 walkers

- As an additional data point, the City School District has 28 transportable students to Special Education classes at BOCES and nine (9) students that receive transportation to a Special Education program at Indian River

9) List of approved exceptions

- None

Appendix B: Performance Measures from Year to Year

Metric	2017	2018	2019	2020
Liner feet (LF) of new or repaired pedestrian accommodation	3,650	9,146	14,186	4,179
Number of new or repaired curb ramps installed along city streets	31	55	46	80
Number of crosswalk and intersection improvements	6	13	2	4
Number of transit facilities installed or improved	0	2	2	1
Total miles of new bike lanes	1.25 miles	0	0.5 miles	0
Number of street trees planted	122	Net gain of 99 (146 planted, 47 removed)	Net gain of 80 (100 planted, 20 removed)	Net loss of 23 (84 planted, 107 removed)
Number of traffic-calming features installed	7	2	6	1
School District walker data	2,374 eligible for bus 1,503 designated as walkers	2,515 eligible for bus 1,406 designated as walkers	2,490 eligible for bus 1,432 designated as walkers	3,872 eligible for bus 1,314 designated as walkers
Approved exceptions	0	1	0	0

February 9, 2021

To: The Honorable Mayor and City Council

From: The Complete Streets Committee (Geoffrey Urda, Planner; Michael Delaney, City Engineer; Patrick Keenan, Superintendent of Public Works; Charles Donoghue, Police Chief; Matthew Roy, Human Resources Manager)

Subject: Mill Street – Complete Streets Recommendation

On January 17, 2017, the City Council adopted a Complete Streets Policy for the City of Watertown. This policy directs Staff to approach every transportation improvement and transportation related project phase as an opportunity to create safer, more accessible streets for all users.

Last month, the Complete Streets Committee reviewed an upcoming resurfacing project on Mill Street, extending from the bridge across the Black River to the intersection with Main Street West/Main Street East, and vetted this project for potential improvements as the adopted policy directs.

The Committee identified the opportunity for striping formal bicycle lanes on this segment of Mill Street. These lanes would provide a connection from the north side of the City to both the Veterans Memorial Riverwalk, which bicycles may legally use, and to Factory Street, which has existing sharrows. It would also fill in most of the existing gap between these features, and the recently completed Main Street West road diet. Additionally, as Watertown develops its cross-city trail network, this would offer a valuable spur, creating access to the network from the north side.

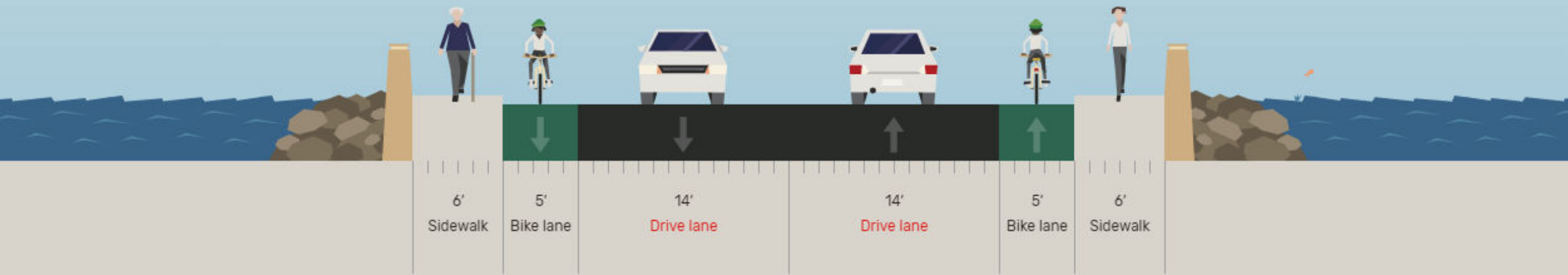
Finally, the existing width on Mill Street is more than sufficient to accommodate bicycle lanes without eliminating any vehicular lanes. The curb-to-curb width across both spans of the Mill Street Bridge and Beebee's Island ranges from 37 to 38 feet. North of the intersection with Main Avenue and Moulton Street, there is no curb on either side of Mill Street for over 300 linear feet of roadway. However, the travel way remains at least 34 feet wide through this entire segment. Given the lack of curbs, bicycle lanes here would provide the ancillary benefit of providing a formal separation between the vehicular travel lanes and the sidewalk.

The Complete Streets Committee recommends striping bicycle lanes as part of the upcoming resurfacing project on Mill Street, given the benefits outlined above and that this treatment is achievable without any reduction in vehicular capacity. This space is essentially useable for bicycles already. This treatment will formalize this space and subsequently increase safety, which is the foremost goal of the policy.

The enclosed drawings depict the proposed cross-sections for Mill Street across the bridge sections and north of the intersection with Main Avenue/Moulton Street.

Mill Street (across bridges and Beebee's Island)

50' width ▾ • [Add location](#)



Mill Street (north of Moulton Street and Main Ave)

44' width ▾ • [Add location](#)

