

CITY OF WATERTOWN, NEW YORK

AGENDA

Monday, March 6, 2023

7:00 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, March 6, 2023, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRESENTATION

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Approving Amendment #1 to BCA Architects & Engineers Agreement for Soda Ash Improvements Project
- Resolution No. 2 - Accepting Bid for Court Street Vault Infills Project D.E.W. Builders Inc.
- Resolution No. 3 - Authorizing Sale of Real Property, Known as 850 Superior Street to Michelle Averell, 850 Superior Street, Watertown, New York 13601
- Resolution No. 4 - Authorizing Sale of Real Property, Known as VL Superior Street to Michelle Averell, 850 Superior Street, Watertown, New York 13601
- Resolution No. 5 - Approving the Contract with Barton & Loguidice, D.P.C. For Franklin Street ADA Ramp Design Services
- Resolution No. 6 - Authorizing Application to US Department of Homeland Security for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

Tabled

Directing the City Manager to Prepare a Request for Proposals for Consulting Services Pertaining to Recreational and Hydropower Opportunities on the Black River

STAFF REPORTS

1. Community Development Block Grant (CDBG) Program Year 2023 Annual Action Plan – Update

NEW BUSINESS

EXECUTIVE SESSION

1. To Discuss the Proposed Acquisition, Sale, or Lease of Real Property
2. To Discuss Collective Negotiations

WORK SESSION

Next Work Session is scheduled for Monday, March 13, 2023, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, MARCH 20, 2023

Res No. 1

March 2, 2023

To: The Honorable Mayor and City Council

From: Kenneth Mix, City Manager

Subject: Approving Amendment #1 to BCA Architects & Engineers Agreement for Soda Ash Improvements Project

An agreement was entered into on May 1, 2019 with BCA Architects & Engineers for professional services in regard to the Soda Ash System Improvements Project at a cost of \$60,500. BCA has requested additional \$31,270 for Resident Project Representative services because of project delays due to COVID-19.

Attached is Amendment #1 of the Agreement, which further explains the reasons for the request. Also attached for Council consideration is a resolution approving this Amendment to the Agreement with BCA Architects & Engineers.

RESOLUTION

Page 1 of 1

Approving Amendment #1 to BCA
Architects & Engineers Agreement for
Soda Ash Improvements Project

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS BCA Engineers & Architects and the City of Watertown entered into an Agreement dated May 1, 2019 for the Soda Ash System Rehabilitation Project for the total amount of \$60,500, and

WHEREAS BCA submitted Amendment No. 01, on January 27, 2023, for additional Resident Project Representative services, an increase in the contract price of \$31,270,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts Amendment Order No. 01 in the amount of \$31,270 for the Water Filtration Plant Soda Ash System Rehabilitation Project, bringing the total contract amount to \$91,770, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all documents necessary to accept Amendment No. 01 on behalf of the City of Watertown.

Seconded by



January 27, 2023

Mr. Kenneth Mix, City Manager
City of Watertown
245 Washington Street
Watertown, NY 13601

Re: City of Watertown
Soda Ash Improvements Project
BCA Project No. 2019-047
Amendment No. 1 – Owner/Engineer Agreement

Dear Mr. Mix:

We are writing to provide you with Contract Amendment No. 1 to our Engineering Agreement dated May 1, 2019, and amended January 27, 2023, for the above referenced project.

This amendment takes into account the additional cost associated with the Resident Project Representative Services. This project was initially assumed to have a single construction contract but due to the project value, three separate construction contracts were needed. This resulted in varied construction schedules based on each of the contractor's availability and additional time needed for the project representative to be onsite. In addition to this, the start-up date for this project was scheduled for August 18, 2021, but due to delays associated with the COVID-19 pandemic and supply chain issues, the start-up and completion of this project was delayed by approximately 8-months. This amendment increases the fee associated with Resident Project Representative Services to account for the time that was needed to complete the project.

If this amendment meets with your approval, please execute both copies of this amendment and return one (1) copy to our office.

If you have any questions or require any additional information, please call.

Very truly yours,

Bernier, Carr & Associates, Engineers, Architects, and Land Surveyors, P.C.

Gregor K. Smith, P.E.
Principal / Engineer

Cc: File

Enclosures: Appendix 1 to Exhibit C
Exhibit K – Amendment to Owner-Engineer Agreement

This is a sample of an **Appendix 1** to **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement Between Owner and Engineer for Professional Services** dated May 1, 2019 and Amended January 27, 2023.

C. 4.08 Summary of Payments to ENGINEER

A. The compensation provisions of this Exhibit C are summarized as follows:

<u>Description of Service</u>		<u>Original Amount</u>	<u>Amendment No. 1</u>	<u>Original + Amendment No. 1</u>	<u>Basis of Payment</u>
1.	Basic Services				
a.	Preliminary Design	\$ 8,700.00	\$ -	\$ 8,700.00	Lump Sum
b.	Final Design	\$ 5,800.00	\$ -	\$ 5,800.00	Lump Sum
c.	Final Design Phase Complete	\$ 5,800.00	\$ -	\$ 5,800.00	Lump Sum
d.	Bidding	\$ 2,900.00	\$ -	\$ 2,900.00	Lump Sum
e.	Construction Phase Periodic Payments	\$ 4,350.00	\$ -	\$ 4,350.00	Lump Sum
f.	Construction Phase Complete	\$ 1,450.00	\$ -	\$ 1,450.00	Lump Sum
	TOTAL (Basic Services)	\$ 29,000.00	\$ -	\$ 29,000.00	
2.	Resident Project Representative Hourly as needed	7,500.00	\$ 31,270.00	\$ 38,770.00	Hourly/Expenses
3.	Additional Services				
a.	Base Drawings	\$ 6,000.00	\$ -	\$ 6,000.00	Hourly/Expenses
b.	Verification of Existing Conditions	\$ 4,000.00	\$ -	\$ 4,000.00	Hourly/Expenses
c.	Record Drawings	\$ 3,500.00	\$ -	\$ 3,500.00	Hourly/Expenses
d.	Direct Expenses	\$ 2,500.00	\$ -	\$ 2,500.00	Hourly/Expenses
e.	Start Up	\$ 3,000.00	\$ -	\$ 3,000.00	Hourly/Expenses
f.	O&M Manual	\$ 5,000.00	\$ -	\$ 5,000.00	Hourly/Expenses
g.	Additional Construction Administration			\$ -	Hourly/Expenses
	Subtotal (Additional Services)	\$ 24,000.00	\$ -	\$ 24,000.00	
	TOTAL ESTIMATED CONTRACT AMOUNT	\$ 60,500.00	\$ 31,270.00	\$ 91,770.00	

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 1, 2019, and amended on January 27, 2023.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: May 1, 2019
- b. Owner: City of Watertown
- c. Engineer: Bernier, Carr & Associates, Engineers, Architects & Land Surveyors, PC
- d. Project: Soda Ash Improvements Project

2. Description of Modifications:

- a. Engineer shall perform or furnish the following Additional Services: **N/A**
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: **See attached Appendix 1 to Exhibit C for the summary of changes associated with this Amendment**
- c. The responsibilities of Owner are modified as follows: **N/A**
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: **N/A**
- e. The schedule for rendering services is modified as follows: **N/A**
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: **N/A**

5. Agreement Summary (Reference only)

- | | |
|-------------------------------------|---------------------|
| a. Original Agreement amount: | <u>\$ 60,500.00</u> |
| b. Net change for prior amendments: | <u>\$ 0</u> |
| c. This amendment amount: | <u>\$ 31,270.00</u> |
| d. Adjusted Agreement amount: | <u>\$ 91,770.00</u> |

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is January 27, 2023.

OWNER:

City of Watertown

By: _____

Title: City Manager

Date
Signed: _____

ENGINEER:

Bernier, Carr & Associates, Engineers, Architects
& Land Surveyors PC

By: _____

Title: Principal / Engineer

Date Signed: _____

Res No. 2

February 24, 2023


TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-04 Court Street Vault Infills Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Court Street Vault Infills Project, per City specifications and publicly opened and read the sealed bids on February 22, 2023, at 2:00 p.m. EST.

The Purchasing Department received two (2) sealed bid submittals and the bid tabulations are shown below:

		CITY OF WATERTOWN, NEW YORK	
		CITY HALL	
		245 WASHINGTON STREET	
		WATERTOWN, NEW YORK 13601-3380	
		Bid Project:	COURT STREET VAULT INFILLS PROJECT
		Bid Number:	2023-04
		Bid Opening Date:	FEBRUARY 22, 2023 @ 2:00 P.M.
		<i>The following results are bids as presented at the bid opening and do not represent an award.</i>	
Vendor Name	D.E.W. Builders Inc.	Powis Contracting Inc.	
Location and Point of Contact	Adams Center, NY 13606	Copenhagen, NY 13626	
Bid Item #1 302 Court St. Vault	\$106,626.00	\$130,000.00	
Bid Item #2 170 Court St. Vault	\$33,436.00	\$30,000.00	
Total Base Bid	\$140,062.00	\$160,000.00	

The Purchasing Manager and Engineering Department reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the Court Street Vault Infills Project to D.E.W. Builders Inc. as the lowest responsive responsible bidder at a total price of **\$140,062.00**.

During construction on the City of Watertown's Downtown Revitalization Initiative (DRI) Streetscape Project, construction crews discovered a previously unknown utility vault underneath the sidewalk in front of the former Globe Mini-Mall building that the final project design did not account for. Completing the sidewalk replacement at the surface will require filling this underground vault.

A separate utility vault in front of 170 Court Street was previously known about, but the original plans did not call for filling it. Planning and Engineering Staff concluded that the best path forward was to fill both vaults as part of a separate contract, using flowable fill in the Globe vault and crushed stone to fill the vault in front of 170 Court Street.

The City requested a proposal from the contractor who is performing the Streetscape Project work but the cost proposal was significantly higher than our internal estimate. Since this work was not part of the original Streetscape Project scope, it was decided to put the vault infill project out to bid to see if a better price could be obtained. The bid received by D.E.W. Builders, Inc is significantly lower than the streetscape contractor's quote and lower than staff's internal estimate.

The Court Street Vault Infills Project is funded by Federal, State, and Local funding.

If there are any questions concerning this recommendation, please contact me at your convenience.

RESOLUTION

Page 1 of 1

Accepting Bid for Court Street Vault Infills
Project D.E.W. Builders Inc.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to infill existing vaults located below sidewalks located at 302 and 170 Court Street, and

WHEREAS the Purchasing Department advertised and received two (2) sealed bids for the Court Street Vault Infills Project, and

WHEREAS on February 22, 2023, at 2:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by D.E.W. Builders Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from D.E.W. Builders Inc. in the amount of \$140,062.00, and

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

Seconded by _____

Resolution No. 3 and 4

February 24, 2023

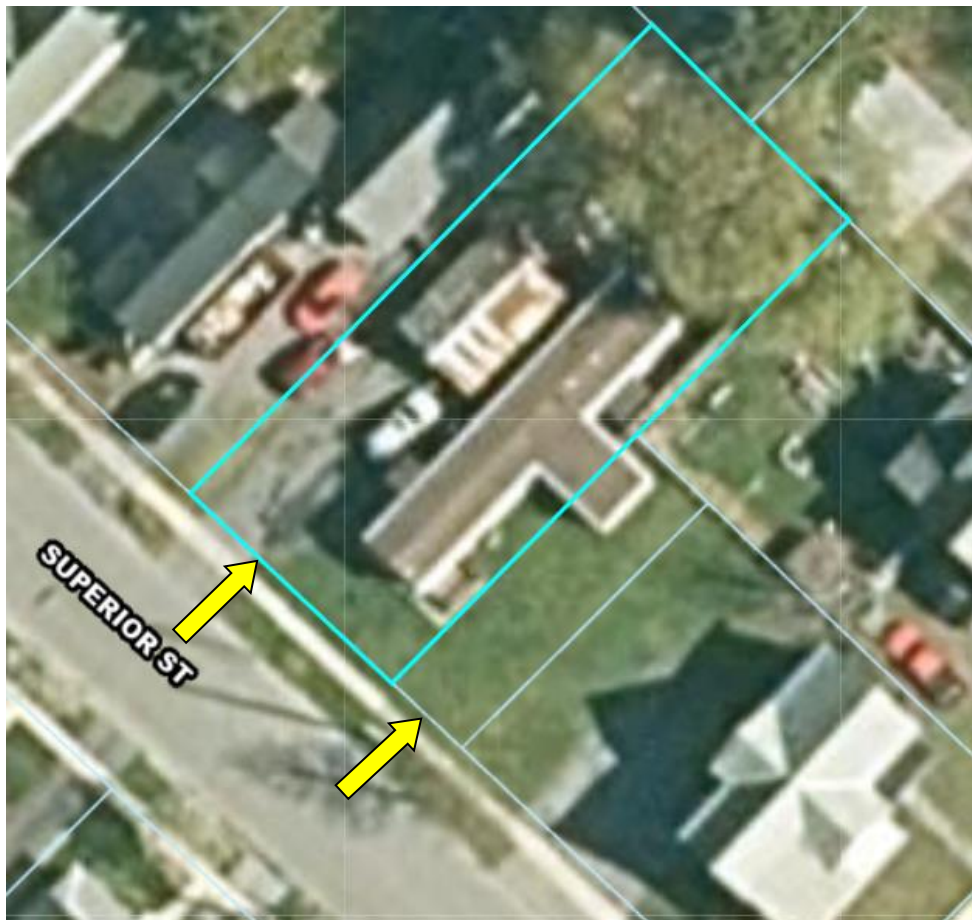
To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Property Purchase Offer – 850 Superior Street and VL Superior Street

The City received an initial purchase offer from Michelle Averell for 850 Superior Street in the amount of \$3,348. City Council informally rejected that offer and instructed staff to inquire if she would submit a new offer that would make the City whole for back taxes and interest plus pay the assessed value for VL Superior Street on which part of the house on 850 Superior Street is on.

Ms. Averell has agreed to off \$5,900 for 850 Superior Street which covers the back taxes and interest as well \$1,900 for VL superior Street. She also agreed the closing will occur within 30 days of City Council's acceptance of this offer.



RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 850 Superior Street to
Michelle Averell, 850 Superior Street,
Watertown, New York 13601

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 850 Superior Street, approximately 49' x 117' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 01-16-308.000, and

WHEREAS title to said lands have since been retained by the City of Watertown as acquired at said tax sale, which titles were retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real properties have never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as these properties be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$5,900.00 submitted by Michelle Averell, for the purchase of Parcel No. 01-16-308.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real properties to Michelle Averell upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 850 Superior Street to
Michelle Averell, 850 Superior Street,
Watertown, New York 13601

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by _____

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as VL Superior Street to
Michelle Averell, 850 Superior Street,
Watertown, New York 13601

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as VL Superior Street, approximately 18' x 63' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 01-16-307.001, and

WHEREAS title to said lands have since been retained by the City of Watertown as acquired at said tax sale, which titles were retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real properties have never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as these properties be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$1,900.00 submitted by Michelle Averell, for the purchase of Parcel No. 01-16-307.001, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real properties to Michelle Averell upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as VL Superior Street to
Michelle Averell, 850 Superior Street,
Watertown, New York 13601

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by _____

February 28, 2023

To: The Honorable Mayor and City Council

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

Subject: Approving the Contract with Barton & Loguidice, D.P.C. for Franklin Street
ADA Ramp Design Services

At its June 20 2022 meeting, the City Council adopted the Program Year 2022 Community Development Block Grant (CDBG) Annual Action Plan (AAP). One of the projects in the adopted 2022 AAP is the Franklin Street ADA Ramp Replacement Project.

Most of the ramps included in this project were originally within the footprint of the DRI Streetscape Project, until budgetary considerations shortened the segment of Franklin Street that the City could include in that project. The City subsequently included these ramps in the AAP referenced above.

Additionally, Barton & Loguidice, D.P.C., as the lead design consultant for the DRI Streetscape Project, had already commissioned survey work for the entire original scope of Franklin Street from Goodale to Sterling, thus making them a logical candidate to design these ADA ramps.

Planning Staff requested a proposal for design services from Barton & Loguidice and reviewed the submitted proposal along with Engineering Staff. Following some requested revisions to remove tasks that Staff felt could be performed in-house, Barton & Loguidice resubmitted the attached proposal, which Planning and Engineering Staff recommend accepting.

The attached professional services agreement is for design services only. The City will pay the entirety of the \$16,900 using CDBG funds previously allocated to the project. Once Barton & Loguidice has completed final designs, the City will bid the construction phase of the project separately. Planning Staff anticipates construction occurring during Summer 2023.

The attached resolution approves the professional services agreement with Barton & Loguidice and authorizes the City Manager to execute the agreement on behalf of the City.

RESOLUTION

Page 1 of 1

Approving the Contract with Barton & Loguidice, D.P.C.
For Franklin Street ADA Ramp Design Services

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Council of the City of Watertown has included funding for the Franklin Street ADA Ramp Replacement Project in the Program Year 2022 Community Development Block Grant (CDBG) Annual Action Plan, and

WHEREAS the City wishes to retain Barton & Loguidice, D.P.C. to perform design services for the Franklin Street ADA Ramp Replacement Project under a professional services agreement, and

WHEREAS Barton & Loguidice, D.P.C. has submitted a proposal for professional services that City Planning and Engineering Staff have reviewed and recommend accepting.

NOW THEREFORE BE IT RESOLVED that the City Council hereby approves the professional services agreement with Barton & Loguidice D.P.C. for design services for the Franklin Street ADA Ramp Replacement Project, a copy of which is attached and made part of this resolution, for an amount not to exceed \$16,900, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the professional services agreement on behalf of the City.

Seconded by:



February 9, 2023

Mr. Geoff Urda, Planner
City of Watertown
245 Washington Street
Watertown, New York 13601

Re: Sterling Street ADA Ramp Designs
Subj: Proposal for Engineering Services
File: 703.4409

Dear Mr. Urda:

Thank you for the opportunity for Barton & Loguidice, D.P.C. (B&L) to submit this proposal for engineering services in connection with the proposed curb ramp & sidewalk designs to be developed along Sterling Street, Gotham Street, and Goodale Street.

The proposed project improvements will consist of curb ramp and concrete sidewalk reconstruction at the following locations:

- Sterling Street & Franklin Street
 - Design & reconstruct 10 pedestrian curb ramps and new sidewalks as shown on the attached map to be ADA compliant
- Sterling Street & Gotham Street
 - Design & reconstruct 2 pedestrian curb ramps to be ADA compliant as shown on the attached map
- Franklin Street & Goodale Street
 - Design & reconstruct 2 pedestrian curb ramps to be ADA compliant

Scope of Services

B&L, led by Project Manager Mark Budosh & Project Engineer Alex Kerr, will provide the following services:

- B&L will design/layout pedestrian curb ramp improvements at locations selected by the City of Watertown
 - A total of 14 ADA compliant pedestrian curb ramp designs will be developed.
- B&L will design/layout associated sidewalks lengths at the Sterling Street & Franklin Street intersection (at locations shown on the attached figure) in compliance with current standards.
- B&L shall develop signage/stripping improvements (per NMUTCD standards) in proximity/adjacent to the proposed curb ramp improvement areas



- B&L will develop contract documents consisting of PE stamped plans in coordination with the City of Watertown.
 - The contract plans shall provide a planimetric layout of the proposed improvements alongside details, tables, and appropriate notes.

Technical Assumptions

- The City of Watertown shall perform all necessary survey efforts and provide B&L with survey datum to complete the design of the proposed curb ramps.
- All contract plans & specifications shall be developed in accordance with the latest NYSDOT/ADA design standards
 - NYSDOT items and specifications shall be used for payment of all improvements & cost estimates
- Interim review plans (i.e. 75% review plans) are not included within the scope of this agreement.
- Anticipated construction cost estimates are not included within the scope of this agreement.
- The development of a contract proposal book is not included within the scope of this agreement.
- Bid award/assistance is not included within the scope of this agreement.
- The scope of this agreement does not include any kick-off or review meetings with the City of Watertown.
- Construction Administration/Construction Inspection of the proposed improvements is not included within the scope of this agreement. These efforts can be added in the future, if desired, under supplemental agreement
- It is assumed drainage design/improvements are not included in this agreement other than alterations to existing frame/grates to implement the proposed pedestrian curb ramp improvements.
- It is assumed B&L will not be responsible for coordinating with any impacted private/public utility providers as a result of the proposed improvements.
- The contract documents will be prepared for spring/early summer 2023 construction

Fee for Services

B&L will provide the services described above on a time and expense basis for a fee not to exceed Sixteen Thousand Nine Hundred Dollars (\$16,900). See attached hour breakdown.

Mr. Geoff Urda, Planner
City of Watertown
February 9, 2023
Page 3



We will invoice monthly for services completed through the invoice date. Extra work, significant changes in scope, or changes after approval of documents by the City of Watertown will be considered additional services and will be billed on a time and expense basis following City approval.

Please call us at (315) 457-5200 should you have any questions or comments regarding our engineering services proposal. We are prepared to begin work on this project immediately.

We look forward to working with you on this project.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink, appearing to read 'Mark C. Budosh', is positioned above the printed name.

Mark C. Budosh, P.E.
Senior Associate

A handwritten signature in blue ink, appearing to read 'Alexander S. Kerr', is positioned above the printed name.

Alexander S. Kerr, P.E., PTOE
Managing Engineer

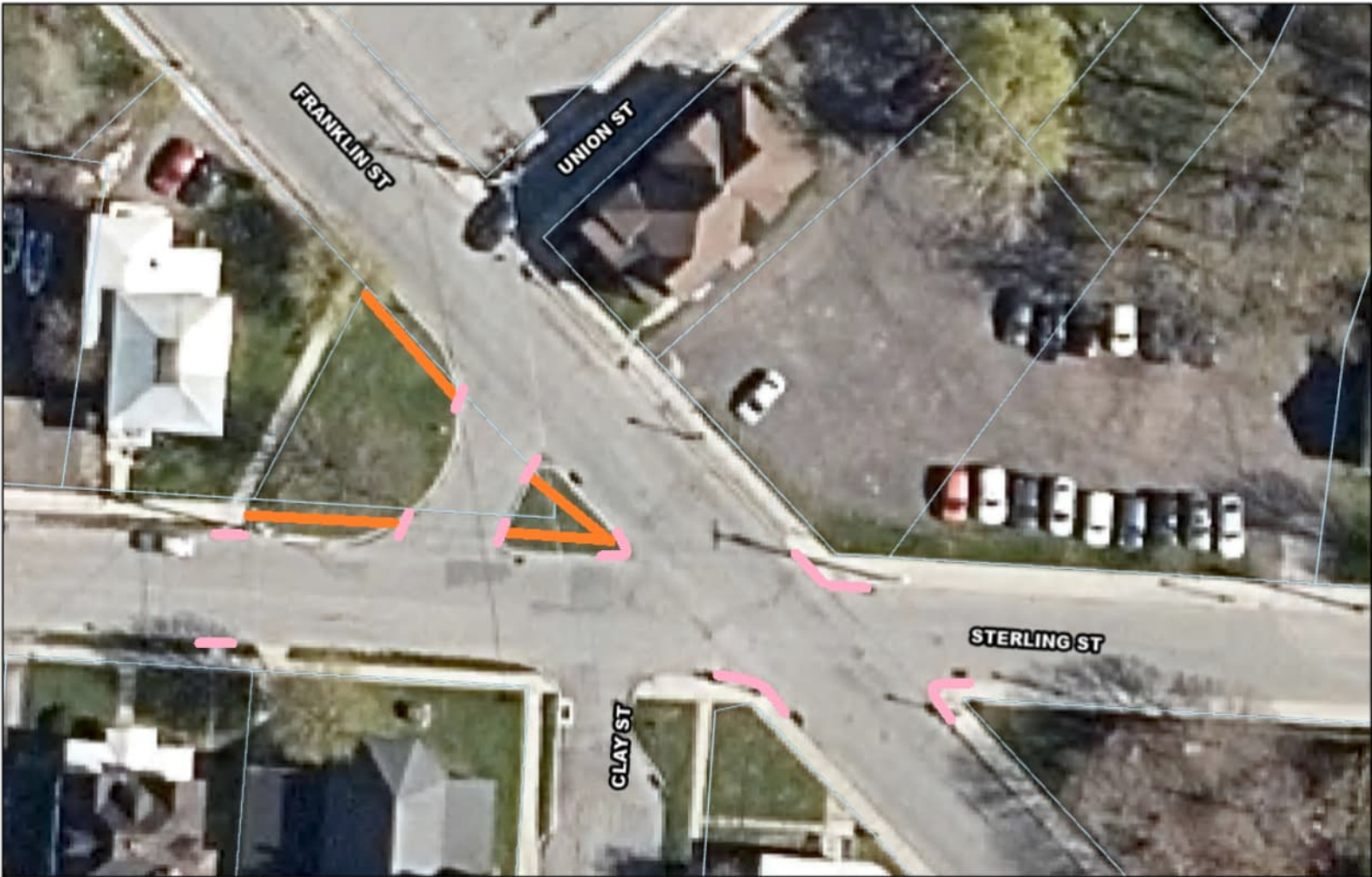
ASK/jjb

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the City of Watertown to proceed with the services described herein in accordance with the Terms and Conditions proposed herein.

City of Watertown

Date



- Legend**
- Black River
 - City Boundary
 - Parcels
 - ROADS

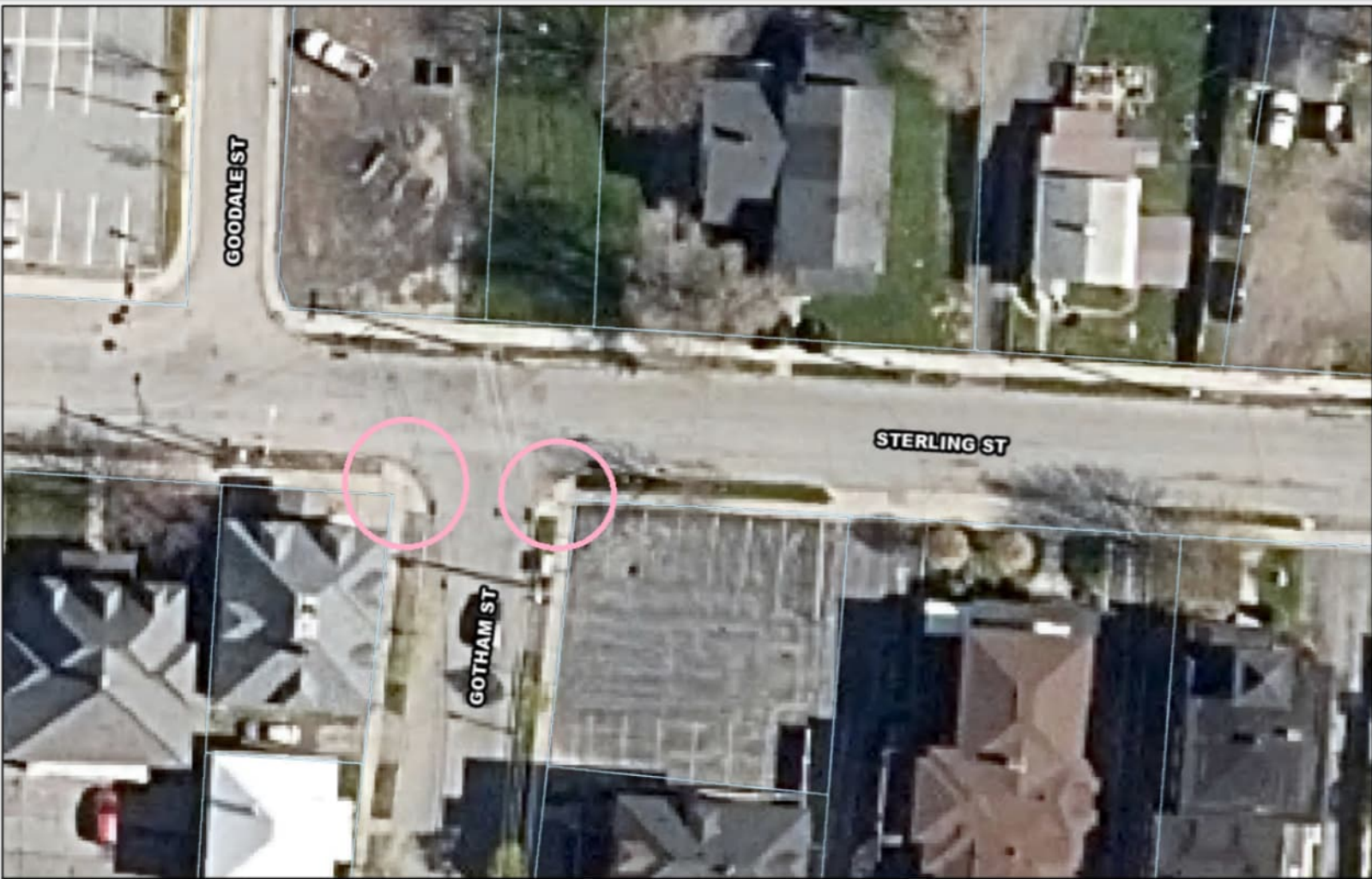
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Author: Web AppBuilder


Date: 1/24/2023

Title:




- Legend**
- Black River
 - City Boundary
 - Parcels
 - ROADS

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Author: Web AppBuilder

Date: 1/24/2023

Title:

Exhibit A									
Sterling St ADA ADA Ramp Designs									
	TITLE	MANAGER IV	PROFESSIONAL VI	PROFESSIONAL IV	TECHNICIAN ASSISTANT II	LABOR	MILES	TELEP	TOTAL
						TOTAL	(MILES)	REPRO	
SCOPE OF SERVICE	EMPL	MCB	ASK	ETC	JJB				
	RATE	\$220	\$170	\$138	\$90				
A. Design									
Project Management		2				\$440			\$440
Receive & Process Survey Datum				1		\$138			\$138
Develop Curb Ramp Design for Sterling St Ramps (10)		1	4	20		\$3,660			\$3,660
Develop Curb Ramp Design for Goodale St Ramps (2)			1	4		\$722			\$722
Develop Curb Ramp Design for Gotham St Ramps (2)			1	4		\$722			\$722
Develop Mid-block layout of improvements			1	4		\$722			\$722
Typical Sections & Details			1	4		\$722			\$722
General/WZTC Notes				2		\$276			\$276
Layout details (spot elevations, etc.)			4	16		\$2,888			\$2,888
Misc Tables			1	6		\$998			\$998
Plan & Streetscape Sheets + Cover/Detail Sheets			4	20		\$3,440			\$3,440
B. Contract Documents									
Finalize Contract Plans for Bidding & QAQC		2	2	10		\$2,160			\$2,160
HOURS TOTAL		5	19	91	0				
DOLLARS/HOUR		\$220	\$170	\$138	\$90				
SUB-TOTAL		\$1,100	\$3,230	\$12,558	\$0	\$16,888	\$0	\$0	\$16,888
LABOR TOTAL		\$16,888							
SURVEY/MAPPING		\$0							
MILEAGE/REPRO									
FEE ESTIMATE		\$16,888							
PROPOSAL FEE (Fee Ceiling)		\$16,900							

Barton & Loguidice
Billing Rates For Calendar Year 2023



Travel by passenger vehicleIRS standard mileage rate
Overnight travel & subsistenceat cost
Telephone, postage, overnight delivery, etc.....at cost
In-house printing..... Unit rate schedule for printed material
Field equipment & expendables Unit rate schedule
Unmanned Aircraft Systems (UAS)\$300/day
Outside services including lab services & printingCost plus 15%

Billing Title	Billing Code	2023 Billing
		Rate
Executive Manager	P12	285.00
Manager V	P11	245.00
Manager IV	P10	220.00
Manager III	P9	205.00
Manager II	P8	195.00
Manager I	P7	185.00
Professional VI	P6	170.00
Professional V	P5	153.00
Professional IV	P4	138.00
Professional III	P3	126.00
Professional II	P2	114.00
Professional I	P1	98.00
Technician VII	T7	152.00
Technician VI	T6	143.00
Technician V	T5	128.00
Technician IV	T4	117.00
Technician III	T3	105.00
Technician II	T2	90.00
Technician I	T1	78.00
Construction III	C3	143.00
Construction II	C2	121.00
Construction I	C1	108.00
Technical Assistant III	TA3	106.00
Technical Assistant II	TA2	90.00
Technical Assistant I	TA1	77.00

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater; (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supercedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

Res No. 6

March 1, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Authorizing Application to US Department of Homeland Security for Staffing for Adequate Fire and Emergency Response (SAFER) Grant

The City Fire Department is seeking Council approval to apply for funding from the US Department of Homeland Security for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant, as discussed at the February 21, 2023, meeting. The attached memo from Fire Chief Matthew Timerman explains the proposal.

A resolution authorizing the application for \$1,279,000 to fund four firefighters is attached for Council consideration.

RESOLUTION

Page 1 of 1

Authorizing Application to US
Department of Homeland Security for the
Staffing for Adequate Fire and
Emergency Response (SAFER) Grant

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the US Division of Homeland Security is accepting applications for the Security Staffing for Adequate Fire and Emergency Response (SAFER) Grant, and

WHEREAS the City of Watertown Fire Department wishes to prepare an application that meets the intended purpose of this grant, and

WHEREAS the application is for \$1,279,000 to support four firefighters and requires no matching funds from the applicant, but will require the City to maintain staffing levels for the three-year period,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Fire Department to submit a grant application for the funding of \$1,279,000 to the US Division of Homeland Security for the Security Staffing for Adequate Fire and Emergency Response (SAFER) Grant, and

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

Seconded by



CITY OF WATERTOWN FIRE DEPARTMENT

224 SOUTH MASSEY STREET
WATERTOWN, NEW YORK 13601
OFFICE: 315-785-7800
FAX: 315-785-1821



To: Manager Mix

From: Chief Timerman

Date: February 28, 2023

Re: FY '22 SAFER Grant

Mr. Mix,

The opportunity to apply for a FY '22 FEMA SAFER grant opened on Monday, February 13th. The submission deadline for the application is March 17th, 2023. It is my recommendation that the City of Watertown pursue a SAFER grant for four personnel. This grant proposal, if approved, would increase the number of line personnel from 68 to 72.

I have reviewed the Notice of Funding Opportunity and found it to be as we suspected. The FY '22 SAFER Grant covers labor and fringe benefit expenses for funded firefighters at 100% for three years. There is no local match. The grant program is funded with \$360,000,000 and they anticipate funding 300 applications. Should the proposed application be submitted and approved, it will reimburse the city \$1,279,000 to cover eligible expenses of the four firefighters over three years. Once these proposed employees complete their training, I estimate they will reduce our overtime expenses by an additional \$167,000 over three years. Turnout gear, uniforms, and training are not covered by the grant and would need to be provided by the city in the first year. These costs for the four firefighters over three years will total roughly \$90,000 (or \$7,500 per FF/year).

Should council desire the department submit a SAFER application for an additional 4 positions (from 68 to 72 line personnel) then we will need a resolution authorizing such action. If we are successful with the application, it would position us to meet our staffing obligations in the most cost-effective manner for the long term, while simultaneously covering the labor costs of the additional personnel over the next three years. The total savings provided by a successful application will total roughly \$1,356,000 over three years.

A handwritten signature in blue ink, reading "Matthew Timerman".

Matthew Timerman

Tabled Res. No. 8

March 1, 2023

To: The Honorable Mayor and City Council

From: Kenneth Mix, City Manager

Subject: Directing the City Manager to Prepare a Request for Proposals for Consulting Services Pertaining to Recreational and Hydropower Opportunities on the Black River

Council Member Olney requested the attached resolution, which was tabled on February 21, 2023.

Staff will need additional guidance to write the RFP including what credentials you are looking for in a consultant and what are the deliverables that you want.

The scope of the work described in the resolution overlaps with other efforts. We have a consultant working on the Local Waterfront Revitalization Program. We are preparing an RFP for engineering services to evaluate ways to increase the hydro-plant's production and other means of hydro-electric production, which in this year's budget. Also, we will not start working on the FERC re-licensing for another 6 or 7 years.

RESOLUTION

Page 1 of 2

Directing the City Manager to Prepare a Request for Proposals for Consulting Services Pertaining to Recreational and Hydropower Opportunities on the Black River

Council Member HICKEY, Patrick J.
Council Member OLNEY III, Clifford G.
Council Member PIERCE, Sarah V.C.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by Council Member Lisa A. Ruggiero

WHEREAS The City of Watertown is presented with a great advantage and opportunity as it nears the end of the lucrative Hydro Power Contract (2030) and the FERC License itself, in the year 2035, and

WHEREAS the City Council wishes to hire a consultant for a period of one year to:

- Guide and assist in the successful relicensing of the Marble Island Hydroelectric facility, FERC #P-2442, by the City of Watertown,
- Guide with suggestions of engineering and design, to increase hydropower capacity for the Marble Island Facility,
- Guide possible alternative sources of Hydroelectric Generation on our Black River and elsewhere,
- Guide the City's effort to redevelop the entire Black River Corridor, within the City of Watertown's boundaries,
- Guide the City's integration of various individual Black River Recreational Initiatives, from outside City boundaries, and the surrounding communities, into the City's LWRP (Local Waterfront Revitalization Plan), including successful trail systems and open space parklands from Dexter, N.Y. through to Lyons Falls, which can be connected in a cohesive manner that promotes freedom of travel to the various recreational venues and commercial opportunities, while bringing in additional tourism revenue, and
- Guide the future potential development of all that the Black River affords the residents of the City of Watertown – fishing ladders, kayak put-ins, fishing access to the river, and hydropower development,

RESOLUTION

Page 2 of 2

Directing the City Manager to Prepare a
Request for Proposals for Consulting
Services Pertaining to Recreational and
Hydropower Opportunities on the Black River

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown directs the City Manager to issue a Request for Proposals for the said services listed above.

Seconded by Council Member Sarah V.C. Pierce

RESOLUTION

By: Council Member Lisa A. Ruggiero

Date: February 21, 2023

TABLED

SUBJECT:

Approving the Sale of Real Property
Known as 802 Franklin Street,
Parcel Number 11-09-123.000 to
Scott and Heather Cathey

STATE OF NEW YORK
Jefferson County
CITY OF WATERTOWN

} ss:

I, Ann M. Saunders, City Clerk of the City of Watertown, hereby certify that the within Resolution was adopted at a meeting of the City Council of said City, held February 21, 2023 and that the same is the whole of said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed the seal of said City of Watertown, New York

City Clerk

Staff Report

February 28, 2023

To: The Honorable Mayor and City Council

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

Subject: Community Development Block Grant (CDBG) Program Year 2023
Annual Action Plan - Update

As you are aware, Staff has been soliciting public input and comments over the course of the last several weeks regarding the development of the City's CDBG Program Year 2023 Annual Action Plan. Public participation is a key component in the development of the plan. Staff presented an overview of the program and discussed project ideas at the January 9, 2023, City Council work session and a public hearing was held on February 21, 2023. In addition to the public hearing, Staff sent email correspondence to the partner agencies identified in our CDBG Citizen Participation Plan and discussed the proposed plan with our Citizens Advisory Board, Advantage Watertown, on January 12, 2023.

The result of this outreach yielded several ideas for projects and funding requests. During the last few weeks, we have been evaluating these ideas to determine whether or not they would be eligible for CDBG funding and if so, how they might fit into the 2023 Program Year budget. The following is a description of the various project ideas we have received and a determination of their eligibility.

Watertown Housing Authority Meadowbrook Apartments Sidewalk Reconstruction Project. The City received a \$50,000 funding request (see attached) from the Watertown Housing Authority (WHA) for sidewalk improvements that the WHA is proposing on Walker Avenue and Burns Avenue at the Meadowbrook Apartment Complex. The WHA wants to reconstruct sidewalks along the two streets to improve the routes of travel. The overall project also includes the construction of sidewalk entrance upgrades to the buildings and other site work, however, the City's involvement would only be the sidewalk reconstruction that would occur within the City owned street right-of-way. This project would be an eligible activity under the CDBG program and the LMI benefit could be met on an area basis as greater than 51% of the persons residing in this area are LMI persons. Due to the number of proposed projects in our Annual Action Plan and their associated budgetary needs, Staff is recommending that this project be funded at \$30,000.

Transitional Living Services of Northern New York Single Room Occupancy Program. North Country Transitional Living Services (NCTLS) has partnered with Jefferson County Department of Social Services (JCDSS) to open a Single-Room Occupancy (SRO) facility at 518 Pine Street, to help address the homelessness problems within the City of Watertown. The facility provides safe, supervised transitional housing to individuals experiencing homelessness. NCTLS provides staff at the facility twenty four hours per day, seven days per week and provides case management services to each of the individuals. The City Council provided CDBG support for this program as part of the 2022 Annual Action Plan and recently approved the grant agreement for the funds.

Homeless assistance is an eligible cost under CDBG regulations. HUD regulations state that persons who are homeless are presumed to be principally low and moderate income, therefore activities that provide assistance to the homeless are considered to meet the national objective of benefiting low- and moderate-income persons. Eligible costs include operating assistance, case management, job training and other on-site supportive services. NCTLS is requesting \$25,000 to assist with the costs of their case management staff and on-site services (see attached letter). Including this project in our 2023 Annual Action Plan will allow the City to continue to be a partner with NCTLS and JCDSS in addressing the needs of the housing insecure within the City and Staff is recommending that it be included.

Black River Trail Western Extension Design. The City was awarded a Transportation Alternatives Grant (TAP) grant from the NYS Department of Transportation in 2022 for the construction of an extension to the Black River Trail. The new trail will start at the Eastern Boulevard Bridge/Marble Street Park area and will follow Marble Street to Water Street. It will then connect to and follow an old railroad bed to Sewall's Island. The trail will then cross Factory Street and will follow Fairbanks Street to Factory Square Park. When the City applied for this grant, the City Council agreed use CDBG funds for the required 20% match. The project is located in the Northeast Target Area and would be an eligible activity under the CDBG program. The LMI benefit would be met on an area basis as greater than 51% of the persons residing in this area are LMI persons. The match for the preliminary design phase of the project, which will be underway soon, will be met using funds from the Black River Fund. The final design will occur next spring, so Staff is proposing budgeting \$26,350 as part of the 2023 Annual Action Plan so that the funds will be available to provide the required match for that phase of the design. We will budget for the match for the construction of the trail in the 2024 Annual Action Plan.

HUD has not yet informed the City of our 2023 Program Year allocation, so we are still working with an estimated number of \$915,000. Based on the discussion with the City Council at the January 12, 2023 work session, and the community input that we have received, Staff is proposing the following projects and associated budgets for the 2023 Annual Action Plan:

CDBG Program Year 2023 Proposed Budget

Burlington Street - Street Reconstruction Project	\$275,000
Northwest Target Area ADA Ramp Project Phase 3	\$75,000
Northwest Target Area Tree Planting Project	\$15,000
Watertown Housing Authority Sidewalk Reconstruction Project	\$30,000
542 Cooper Street Demolition	\$40,000
Owner Occupied Housing Rehabilitation	\$196,000
Homebuyer Program	\$196,000
518 Pine Street Transitional Housing SRO Program	\$25,000
Fair Housing Education	\$5,000
WCSD Food for Families (Backpack) Program	\$8,000
Black River Trail - Final Design	\$26,350
Program Administration	\$23,650
Total Funds Proposed for Allocation (estimated)	\$915,000.00

In order to stay on schedule to submit our Annual Action Plan by the May 15, 2023, deadline, our draft plan must be completed and be made available for public review and comment by March 17, 2023. If the Council concurs with the proposed projects identified above, Staff will finalize the draft of the Program Year 2023 Annual Action Plan accordingly and will make it available to the public for the required 30-day review within the next two weeks.



Transitional Living Services of Northern New York

482 Black River Parkway • Watertown, NY 13601 • Tel: (315) 782-1777 • Fax: (315) 785-8628

15 February 2023

Mr. Michael Lumbis
Planning & Community Development Director
245 Washington St.
Watertown, NY 13601

Re: 518 PINE ST. TRANSITIONAL HOMELESS HOUSING SRO – NCTLS

Dear Mr. Lumbis:

North Country Transitional Living Services, Inc. (NCTLS), a Watertown-based provider of housing and mental health services since 1979, is partnering with the Jefferson County Department of Social Services (JCDSS) and a private developer to open a single room occupancy (SRO) facility located at 518 Pine St., Watertown, site of the former Angel's Inn Adult Home which closed in 2017. The purpose of the 18 – bed facility is to provide safe, supervised transitional housing to individuals experiencing homelessness. Increasing homelessness coming out of COVID-19 was highly visible in 2022 at the Butler Pavilion and following an early winter storm that triggered the significant humanitarian response at the temporary shelter on Main Ave. Continued support of programs like the Pine St. SRO will help to avert or mitigate future crises.

The facility was substantially rehabilitated specifically for this project with the input of NCTLS which operates three similar projects in St. Lawrence County. The renovations were substantially completed in late fall 2022, however, labor force issues have pushed out the opening date to the end of this month. JCDSS will provide rent supports for the residents through the Emergency Solutions Grant – COVID, as well existing emergency supports for homeless persons. The SRO differs significantly from a hotel/motel/lodging in that it is a *program*, not merely housing. NCTLS will staff the facility 24/7. Residents will work with a Resident Advocate to assess their needs and barriers relative to independent housing in the community and develop a plan of service to assist them to achieve it. Resident Advocates will link and refer to supportive services which may include but not be limited to treatment for mental illness and/or addiction, employment and/or mainstream benefits. The program will identify an individual's need not only for housing but also securing other resources needed to maintain housing stability (food security, health insurance, vocational and educational support, medical treatment, transportation, clothing, social connectedness, etc.). NCTLS will partner with other agencies to bring some resources directly into the facility. In order to minimize the impact of the SRO in the neighborhood, in addition to extended staffing, video surveillance is installed in and out of the facility and a number of exclusions for certain criminal backgrounds will be observed.

The annual cost of operating the SRO is approximately \$450,000. NCTLS saw a funding gap develop since the conception of the project based on increased costs across the board resulting from the COVID pandemic. While our start-up expenses have been resolved, NCTLS has had particular challenges recruiting staff that have resulted in increased labor costs which will persist over time. The project has created four new full-time jobs and a handful of part-time positions. Continued support from the City through CDBG will help close our funding gap and provide much needed housing and supports to some of our most vulnerable citizens.

NCTLS is requesting support for this project in the amount of \$25,000.

Sincerely,

A handwritten signature in black ink, appearing to read "Maureen P. Cean". The signature is fluid and cursive, with a large initial "M" and a stylized "P" and "C".

Maureen P. Cean
Executive Director



142 Mechanic Street
Watertown, NY 13601
(315) 782-1251
www.whany.org

February 9, 2023

Mr. Michael Lumbis
Planning and Community Development Director
Watertown Municipal Building
245 Washington Street
Watertown, New York 13601

Re: CDBG Funding

Dear Mr. Lumbis:

The Watertown Housing Authority (WHA) is submitting this letter to the City of Watertown requesting that the WHA be considered for funding from the Community Development Block Grant (CDBG) that is received each year by the City.

Recently, our Modernization/Maintenance Supervisor met with your department to review one of our upcoming capital projects. A summary and cost estimate for the "WHA - Meadowbrook Apartments Roof Replacement and Exterior Improvement" project was provided to the planning department. Parts of this project fall within the guidelines for eligible activities under the CDBG and will ultimately further fair housing for our community. We are not asking for the full funding, but just a small portion to help with the overall costs. We are requesting an amount of \$50,000.

The WHA has been a collaborative partner with the City each year during the CDBG process. Many of the city's residents live under our roof and would benefit from this investment. Any support for this project would be appreciated.

If you have any questions, you can contact me at the address or number above.

Sincerely,

Michael Robare
Executive Director