

**CITY OF WATERTOWN, NEW YORK**  
**AGENDA**  
**Monday, November 2, 2026**  
**7 p.m.**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, November 2, 2026, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PRIVILEGE OF THE FLOOR**

**PUBLIC HEARING**

|           |                                                                                                                                                                     |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7:15 p.m. | Changing the Approved Zoning Classification of a 1.7-acre section of 465 Flower Avenue West, Parcel Number 14-42-101.000 from Residential to Neighborhood Mixed Use |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**RESOLUTIONS**

- |                    |                                                                                                                                             |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Resolution No. 1 - | Approving Online Auction Contract – Auctions International Inc.                                                                             |
| Resolution No. 2 - | Authorizing Standardization of Police Department Equipment and Related Services with AXON Enterprise                                        |
| Resolution No. 3 - | Approving the CDBG Grant Agreement with United Way of Northern New York for the 2026 Watertown City School District Food 4 Families Program |
| Resolution No. 4 - | Approving the CDBG Grant Agreement with the Watertown Urban Mission for the 2026 Watertown Urban Mission Food Pantry Project                |

- Resolution No. 5 - Adopting the Amendment to the Community Development Block Grant 2024 Annual Action Plan
- Resolution No. 6 - Approving Supplemental Agreement No. 2 with the New York State Department of Transportation for the Transportation Alternatives Program, Contract D040688 and Authorizing the Implementation, and Funding in the First Instance 100 Percent of the Federal-Aid and State “Marchiselli” Program-aid Eligible Costs, of a Transportation Federal-Aid Project, and Appropriating Funds Therefore
- Resolution No. 7 - Approving Supplemental Agreement No. 1 Architectural/Engineering Consultant Agreement with Barton & Loguidice, D.P.C. for Design Services for the Black River Trail Western Connection
- Resolution No. 8 - Authorizing the Watertown Fire Department to Apply for Grant Funding Through the Garrett W. Loomis Firefighters Fund for the Purchase of a New Forcible Entry Door Training Simulator
- Resolution No. 9 - Readopting Fiscal Year 2026-27 General Fund Budgets to Eliminate and Add Certain Positions in the Police Department

## **ORDINANCES**

## **LOCAL LAW**

## **OLD BUSINESS**

- Ordinance No. 1 - Changing the Approved Zoning Classification of a 1.7-acre section of 465 Flower Avenue West, Parcel Number 14-42-101.000 from Residential to Neighborhood Mixed Use

## **STAFF REPORTS**

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

To discuss the employment history of a particular individual or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal, or removal of a particular person or corporation.

**ADJOURNMENT**

**WORK SESSION**

Next Work Session is scheduled for Monday, November 9, 2026, at 7:00 p.m.

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,  
NOVEMBER 16, 2026, at 7:00 p.m.**

Res No. 1

November 2, 2026

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Approving Online Auction Contract – Auctions International Inc.

Over the past several years, the City of Watertown has partnered with Auctions International, Inc. for disposing of our surplus equipment with great success and ease. The company is reputable and has national exposure that provides the City with greater opportunities to sell our surplus equipment.

This process is initiated by various City Departments submitting a surplus of equipment/vehicle list to the Purchasing Department and a resolution presented to City Council for approval. There is NO commission charged to the seller. Buyers are required to pay varying premiums on all transactions to Auctions International (based upon equipment manufacture date). All sales must be final at the time of sale. Therefore, the City Council must authorize Purchasing to accept all bid prices at time of bid closing.

Attached please find a copy of the Auctions International, Inc. contract for City Council approval. This agreement is a two-year contract that commences with the date of signing. I have reviewed the attached contract and there are no noted changes from the previous contract that was signed in December 2024.

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

# RESOLUTION

Page 1 of 1

Approving Online Auction Contract –  
Auctions International Inc.

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

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***Introduced by*** \_\_\_\_\_

WHEREAS the City of Watertown has successfully utilized the services of Auctions International, Inc. over the past fourteen (14) years for various City Departments, and

WHEREAS it is the City’s desire to get the best price possible for vehicles and/or equipment it deems surplus or excess, and

WHEREAS the Purchasing Manager, Tina Bartlett-Bearup, has contacted Auctions International, Inc., which conducts online auctions of vehicles and equipment, and

WHEREAS there is no cost to the City, as the buyer pays a fee charged by Auctions International, Inc.,

NOW THEREFORE BE IT RESOLVED by the City Council that it hereby approves the Online Auction Contract with Auctions International, Inc. a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that if the highest bid does not meet the City’s estimated scrap value, no sale will take place, without prior approval of the City Council, and

BE IT FURTHER RESOLVED that the City Manager or designee is hereby authorized and directed to execute the Contract and accept the highest offer at the time of sale above the City’s estimated scrap values, on behalf of the City.

***Seconded by*** \_\_\_\_\_



Res No. 2

November 2, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Authorizing Standardization of Police Department Equipment and Related Services with AXON Enterprise

The Police Department is seeking to standardize its body-worn cameras, in-car fleet cameras, and TASER devices, along with related software, training, and services, through Axon Enterprise.

These technologies support evidence collection, incident documentation, officer safety, and accountability. Standardizing this equipment through a common provider would allow the Department to use compatible devices and an integrated digital evidence management system, simplifying the capture, storage, retrieval, and review of evidence.

The proposed standardization is intended to improve coordination among these systems, simplify training and administration, and establish consistent operating procedures throughout the Department. It would also reduce the administrative burden associated with managing separate technology platforms and provide opportunities for cost efficiencies.

A resolution authorizing the standardization of Police Department equipment and related services with AXON Standardization Enterprise is attached for City Council consideration.

**RESOLUTION**

Page 1 of 2

Authorizing Standardization of Police  
Department Equipment and Related Service  
With AXON Enterprise

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

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**Introduced by** \_\_\_\_\_

WHEREAS the City of Watertown operates and equips the City of Watertown Police Department, and

WHEREAS the City of Watertown and the Police Department have a responsibility to provide effective public safety services while maintaining the highest standards of officer safety, accountability, transparency, and operational efficiency, and

WHEREAS body-worn cameras, in-car fleet camera systems, and conducted energy weapons (TASER devices) are important tools that support evidence collection, incident documentation, officer safety, and the effective delivery of police services, and

WHEREAS standardizing these technologies through a common provider offers the opportunity to improve interoperability, simplify training and administration, and establish consistent operational procedures throughout the department, and

WHEREAS AXON Enterprise provides an integrated technology that can connect compatible body-worn cameras, fleet camera systems, TASER devices, and digital evidence management services, allowing evidence to be more efficiently captured, managed, retrieved, and reviewed; improving camera activation workflows, streamlining investigations, and reducing the administrative burden of managing separate technology platforms; and providing cost efficiencies, and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that the City hereby authorizes the standardization of the Police Department's body-worn cameras, in-car fleet cameras, and TASER devices through AXON Enterprise, and

BE IT FURTHER RESOLVED that the Police Department and the Purchasing Department are authorized to acquire the necessary agreements, equipment, software, training, and related services.

**Body-Worn Cameras, In-Car Fleet Cameras, and TASER devices, equipment, software, training, and related services for Standardization**

# RESOLUTION

Page 2 of 2

Authorizing Standardization of Police  
Department Equipment and Related Service  
With AXON Enterprise

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

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## **Equipment**

Body-worn cameras, Fleet Cameras, TASER devices

## **Make**

AXON Enterprise

(related equipment, software, training, and services)

*Seconded by* \_\_\_\_\_

To: The Honorable Mayor and City Council

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

Subject: Approving the CDBG Grant Agreement with United Way of Northern New York for the 2026 Watertown City School District Food 4 Families Program

The Community Development Block Grant (CDBG) Annual Action Plan that was adopted by the City Council on May 4, 2026, included \$8,000 to pay for food and associated supplies in support of the Food 4 Families Program in the Watertown City School District. The food will be made available to low- and moderate-income families with children attending schools within the district.

An agreement between the City of Watertown and United Way of Northern New York, Inc. for the grant has been drafted and is attached. United Way will receive the funds and purchase food for the program from the Central New York Food Bank, complying with all CDBG regulations and providing the City with a complete financial report on the use of grant funds.

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

# RESOLUTION

Page 1 of 1

Approving the CDBG Grant Agreement with  
United Way of Northern New York for the  
2026 Watertown City School District  
Food 4 Families Program

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

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**Introduced by** \_\_\_\_\_

WHEREAS the City of Watertown’s Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2026 includes support for the Food 4 Families Program in the Watertown City School District, and

WHEREAS the Annual Action Plan identifies the Food 4 Families activity to be \$8,000 in funding for the purchase of food and associated supplies, and

WHEREAS the recipient of funds for the Food 4 Families Program will be the United Way of Northern New York, Inc., and

WHEREAS a Grant Agreement between the City of Watertown and United Way of Northern New York, Inc. for the CDBG funds has been drafted,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with United Way of Northern New York, Inc., for the Watertown City School District Food 4 Families Program, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, or their designee, is hereby authorized and directed to sign the Grant Agreement and all contracts associated with implementing the award to United Way of Northern New York, Inc. for the 2026 Food 4 Families Program.

**Seconded by** \_\_\_\_\_

## GRANT AGREEMENT

This Grant Agreement (***"Grant Agreement"***) is made this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the ***"Grantor"***), and **UNITED WAY OF NORTHERN NEW YORK**, a 501(c)(3) Not-For-Profit Organization (hereinafter referred to as the ***"Grantee"***).

The Grantor is the recipient of Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development (HUD). CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Federal Award Agreement between the Grantor and HUD for Grant Number B-26-MC-36-0121 dated September 25, 2026.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from CDBG funds in the amount of Eight Thousand Dollars and 00/100 (\$8,000.00) Dollars (hereinafter referred to as the ***"Grant Funds"***) to Grantee for the purposes and uses set forth in this Grant Agreement. The Grant Funds shall be used exclusively for the purchase of food and associated supplies (***"Grant Purposes"***) incurred by the Grantee in support of the Watertown City School District Food 4 Families Program (the ***"Project"***). The Grantor agrees, upon submission of beneficiary information and proof of eligible expenses by the Grantee, to disburse Program funds to the Grantee up to the maximum amount of the grant. Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes.

Grantee agrees to provide Grantor with complete financial reporting regarding the use of the Grant Funds after they have been spent, including proof of eligible expenses by the Grantee.

Grantee agrees to provide Grantor with information required for Grantor to comply with all federal regulations that apply to the use of Community Development Block Grant funds for the Project, including but not limited to the race/ethnicity of the persons assisted, income level of the persons assisted, and a description of assistance provided. Such financial reporting and beneficiary information shall be provided with the final reimbursement request documentation.

Grantee agrees that Grant Funds will be used to purchase food in support of the Watertown City School District Food 4 Families Program which will be made available as defined by HUD.

Grantee agrees that the activities performed using grant funds will serve at least 51 percent low-and moderate-income persons, as evidenced by documentation and data concerning beneficiary family size and income, or serve a group primarily presumed to be low-and moderate-income persons.

Grantee agrees to utilize Grant Funds and submit all financial and beneficiary reporting within one year of the date of this agreement.

Grantee will not discriminate on the basis of race, color, creed, national origin, sex, age, handicap or family status in the distribution of the food and associated supplies.

Grantee agrees that no officer, employee or agent of the Grantor who exercises any control or influence in connection with the Project will have any interest, direct or indirect, in how the Grant Funds are disbursed or in any contract related to the Project. Also, no member or delegate to the Congress of the United States shall have any interest in or derive any benefit from the Project.

Grantee hereby certifies that it is in its complete control to use the Grant Funds for the Grant Purposes. This document contains the entire agreement between Grantor and Grantee, and there are no terms or conditions, oral or written, governing the use of the Grant Funds other than those contained in this document. This agreement will be governed by the laws of the State of

New York. This Grant Agreement may be executed by Grantor and Grantee in separate counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. This Grant Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

***[Signature Page Follows]***

IN WITNESS WHEREOF, the undersigned have caused this Grant Agreement to be executed as of the date first above written.

UNITED WAY OF NORTHERN NEW YORK, a  
501 (c)(3) Not-For-Profit Organization

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By: Dawn Cole  
Its: CEO

CITY OF WATERTOWN

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By: Eric Wagenaar  
Its: City Manager

To: The Honorable Mayor and City Council

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

Subject: Approving the CDBG Grant Agreement with the Watertown Urban Mission for the 2026 Watertown Urban Mission Food Pantry Project

The Community Development Block Grant (CDBG) Annual Action Plan that was adopted by the City Council on May 4, 2026, included \$8,000 to pay for food and associated supplies in support of the Watertown Urban Mission Food Pantry Project. The food will be made available to low- and moderate-income families within the City of Watertown.

An agreement between the City of Watertown and Watertown Urban Mission for the grant has been drafted and is attached. The Watertown Urban Mission will receive the funds and purchase food for the program, complying with all CDBG regulations and providing the City with a complete financial report on the use of grant funds.

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

# RESOLUTION

Page 1 of 1

Approving the CDBG Grant Agreement  
With the Watertown Urban Mission for  
the 2026 Watertown Urban Mission  
Food Pantry Project

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

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***Introduced by*** \_\_\_\_\_

WHEREAS the City of Watertown’s Community Development Block Grant (CDBG) Annual Action Plan for program year 2026 includes support for the Watertown Urban Mission Food Pantry Project, and

WHEREAS the Annual Action Plan identifies the Watertown Urban Mission Food Pantry activity to be \$8,000 in funding for the purchase of food and associated supplies, and

WHEREAS a Grant Agreement between the City of Watertown and the Watertown Urban Mission for the CDBG funds has been drafted,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with Watertown Urban Mission for the Watertown Urban Mission Food Pantry Project, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, or their designee, is hereby authorized and directed to sign the Grant Agreement and all contracts associated with implementing the award to the Watertown Urban Mission for the 2026 Food Pantry Project.

***Seconded by*** \_\_\_\_\_

## GRANT AGREEMENT

This Grant Agreement (“***Grant Agreement***”) is made this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the “***Grantor***”), and the **WATERTOWN URBAN MISSION**, a 501(c)(3) Not-For-Profit Organization (hereinafter referred to as the “***Grantee***”).

The Grantor is the recipient of Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development (HUD). CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Federal Award Agreement between the Grantor and HUD for Grant Number B-26-MC-36-0121 dated September 25, 2026.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from CDBG funds in the amount of Eight Thousand Dollars and 00/100 (\$8,000.00) Dollars (hereinafter referred to as the “***Grant Funds***”) to Grantee for the purposes and uses set forth in this Grant Agreement. The Grant Funds shall be used exclusively for the purchase of food and associated supplies (“***Grant Purposes***”) incurred by the Grantee in support of the Watertown Urban Mission Food Pantry (the “***Project***”). The Grantor agrees, upon submission of beneficiary information and proof of eligible expenses by the Grantee, to disburse Program funds to the Grantee up to the maximum amount of the grant. Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes.

Grantee agrees to provide Grantor with complete financial reporting regarding the use of the Grant Funds after they have been spent, including proof of eligible expenses by the Grantee. Grantee agrees to provide Grantor with information required for Grantor to comply with all federal regulations that apply to the use of Community Development Block Grant funds for the Project,

including but not limited to the race/ethnicity of the persons assisted, income level of the persons assisted, and a description of assistance provided. Such financial reporting and beneficiary information shall be provided with the final reimbursement request documentation.

Grantee agrees that Grant Funds will be used to purchase food in support of the Watertown Urban Mission Food Pantry which will be made available as defined by HUD.

Grantee agrees that the activities performed using grant funds will serve at least 51 percent low-and moderate-income persons, as evidenced by documentation and data concerning beneficiary family size and income, or serve a group primarily presumed to be low-and moderate-income persons.

Grantee agrees to utilize Grant Funds and submit all financial and beneficiary reporting within one year of the date of this agreement.

Grantee will not discriminate on the basis of race, color, creed, national origin, sex, age, handicap or family status in the distribution of the food and associated supplies.

Grantee agrees that no officer, employee or agent of the Grantor who exercises any control or influence in connection with the Project will have any interest, direct or indirect, in how the Grant Funds are disbursed or in any contract related to the Project. Also, no member or delegate to the Congress of the United States shall have any interest in or derive any benefit from the Project.

Grantee hereby certifies that it is in its complete control to use the Grant Funds for the Grant Purposes. This document contains the entire agreement between Grantor and Grantee, and there are no terms or conditions, oral or written, governing the use of the Grant Funds other than those contained in this document. This agreement will be governed by the laws of the State of New York. This Grant Agreement may be executed by Grantor and Grantee in separate counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other

party. This Grant Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

***[Signature Page Follows]***

IN WITNESS WHEREOF, the undersigned have caused this Grant Agreement to be executed as of the date first above written.

WATERTOWN URBAN MISSION, a 501 (c)(3)  
Not-For-Profit Organization

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By: Cherelyn VanBrocklin  
Its: Executive Director

CITY OF WATERTOWN

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By: Eric Wagenaar  
Its: City Manager

November 2, 2026

To: The Honorable Mayor and City Council

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

Subject: Adopting the Amendment to the Community Development Block Grant 2024 Annual Action Plan

On May 20, 2024, the City Council adopted the City's 2024 Community Development Block Grant (CDBG) Annual Action Plan. The plan included various projects for the 2024-2025 Fiscal Year, some of which are complete and others which are still underway. Two of the projects came in under budget: the 531 Bradley Street Demolition Project and the 518 Pine Street Transitional Housing SRO which was unable to start. Staff has proposed an amendment to the 2024 Annual Action Plan that will reallocate these funds to one project that came in over budget and one new project, the 405 Arsenal Street Demolition Project.

At the September 8, 2026, meeting, the City Council reviewed the proposed modifications to the 2024 Annual Action Plan and concurred with the changes. Staff published a draft of the proposed amendment on September 23, 2026 and the City Council held a public hearing at its October 5, 2026, meeting.

In addition to the public hearing, Staff published a legal notice in the *Watertown Daily Times* advertising a 30-day public comment period that took place between September 23, 2026, and October 23, 2026. The draft amendment has also been available for review at City Hall in the Planning and Community Development Department and City Clerk's Office, at the Roswell P. Flower Memorial Library, at the Watertown Housing Authority and on our website at <https://www.watertown-ny.gov/CDBGPublicCommentOpportunities>.

The City received one comment from a resident at the October 5, 2026, public hearing. The resident stated that he would like the City to take a look at replacing all the sidewalks on the northside of the city. He added that he would also like Mill Street reconstructed similar to how Burlington Street was recently reconstructed. While the City acknowledges the citizens' concerns, the funding being reallocated with this amendment is a relatively small amount and would not be enough to fund such a project that was proposed. The City is therefore not proposing to make any changes to the draft amendment based on the feedback. However, it is important to note that the City has committed to replacing sidewalks along the 500 and 600 Blocks of Mill Street with the

funds from the 2026 Annual Action Plan and will consider repairing more sidewalks in the northside of the City in future Annual Action Plans.

In addition, Staff just received the final invoice for the Bradley Street demolition project, and the final budget amount is an additional \$651.42 lower than anticipated. The final budget figures below reflect this new information.

The list of projects below displays the original and revised budgets for all projects funded by the 2024 Annual Action Plan:

| <b><u>Project</u></b>                                   | <b><u>Original Budget</u></b> | <b><u>Amendment</u></b> |
|---------------------------------------------------------|-------------------------------|-------------------------|
|                                                         |                               |                         |
| Huntington Street Water Main Replacement Project        | \$500,000.00                  | \$500,000.00            |
| Thompson Park ADA Ramp Replacement Project 2024         | \$82,736.00                   | \$82,736.00             |
| <b>Northwest Target Area Tree Planting Project 2024</b> | <b>\$15,000.00</b>            | <b>\$16,005.00</b>      |
| <b>531 Bradley Street Demolition Project</b>            | <b>\$65,000.00</b>            | <b>\$34,452.87</b>      |
| Homebuyer Program 2024                                  | \$140,000.00                  | \$140,000.00            |
| <b>518 Pine Street Transitional Housing SRO</b>         | <b>\$25,000.00</b>            | <b>\$0.00</b>           |
| Fair Housing Education 2025                             | \$5,000.00                    | \$5,000.00              |
| WSCD Food for Families (Backpack) Program               | \$8,000.00                    | \$8,000.00              |
| Program Administration 2024                             | \$42,000.00                   | \$42,000.00             |
| <b>405 Arsenal Street Demolition Project</b>            | <b>\$0.00</b>                 | <b>\$54,542.13</b>      |
|                                                         |                               |                         |
| <b>Total</b>                                            | <b>\$882,736.00</b>           | <b>\$882,736.00</b>     |

Attached is a copy of the final version of the amendment. In order to finalize the amendment, the City Council should consider the attached resolution. The resolution adopts the amendment to the City of Watertown's CDBG Program Annual Action Plan for Program Year 2024 and authorizes its submission to HUD.

# RESOLUTION

Page 1 of 1

Adopting the Amendment to the  
Community Development Block  
Grant 2024 Annual Action Plan

Council Member GARRABRANT, Shane A.  
Council Member KIMBALL, Robert O.  
Council Member OSBORNE Jr, Douglas E.  
Council Member SHOEN, Benjamin P.  
Mayor PIERCE, Sarah V.C.  
Total .....

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**Introduced by** \_\_\_\_\_

WHEREAS on May 20, 2024, the City Council adopted a resolution approving the City’s Annual Action Plan for Program Year 2024 for its Community Development Block Grant (CDBG) Program, and

WHEREAS the approved plan included various projects including a homebuyer program, an ADA ramp replacement project, a demolition project, a water main replacement project, a transitional housing SRO project and others and

WHEREAS two of the projects came in under budget and the City has proposed adding an additional project to the plan, which necessitates amending the plan to reflect the various budget adjustments and addition of the new project, and

WHEREAS Staff conducted outreach efforts with local constituency groups and the City Council held a public hearing on October 5, 2026, to solicit public comments regarding the proposed amendment, and

WHEREAS the draft amendment to the 2024 Annual Action Plan was completed and published on September 23, 2026, and was made available to the public for review and placed in various offices at City Hall, at the Roswell P. Flower Memorial Library, at the Watertown Housing Authority offices and on the City’s website, and

WHEREAS a 30-day public comment period for the draft amendment to the 2024 Annual Action Plan was held between September 23, 2026, and October 23, 2026, after a notice of the comment period was published in the *Watertown Daily Times*,

NOW THEREFORE BE IT RESOLVED that the City Council hereby adopts the Amendment to the City of Watertown’s CDBG Program Annual Action Plan for Program Year 2024, a copy of which is attached and made part of this resolution and authorizes the submission of the amendment to the United States Department of Housing and Urban Development.

**Seconded by** \_\_\_\_\_



**AMENDMENT  
TO THE CITY OF WATERTOWN'S  
COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM YEAR 2024 ANNUAL ACTION PLAN  
ADOPTED NOVEMBER 2, 2026**

On May 20, 2024, the City Council of the City of Watertown adopted the City's Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2024. The plan included various projects for the 2024-2025 Fiscal Year, several of which this amendment will modify, either in scope or in budget or both.

The list of projects and their originally approved budget amounts are listed below:

| <b>Proposed Project</b>                          | <b>Approved Budget</b> |
|--------------------------------------------------|------------------------|
| Huntington Street Water Main Replacement Project | \$500,000.00           |
| Thompson Park ADA Ramp Replacement Project 2024  | \$82,736.00            |
| Northwest Target Area Tree Planting Project 2024 | \$15,000.00            |
| 531 Bradley Street Demolition Project            | \$65,000.00            |
| Homebuyer Program 2024                           | \$140,000.00           |
| 518 Pine Street Transitional Housing SRO         | \$25,000.00            |
| Fair Housing Education 2025                      | \$5,000.00             |
| WSCD Food for Families (Backpack) Program        | \$8,000.00             |
| Program Administration 2024                      | \$42,000.00            |
| <b>Total</b>                                     | <b>\$882,736.00</b>    |

This amendment changes the budget for several of the above-identified projects. CDBG regulations and our Citizen Participation Plan allow some flexibility for changes in project costs as the City implements the various programs and projects. The City may increase or decrease individual budget line items by up to 25 percent without amending the Annual Action Plan. However, in the case of the 531 Bradley Street Demolition Project, the actual cost was approximately a 47 percent decrease from the originally budgeted amount. Also, in the case of the 518 Pine Street Transitional Housing SRO Project, which could not be completed due to the closure of the facility, the project cost decreased by 100%. Additionally, one new project has been added to the 2024 Annual Action Plan to use the remaining funding. The decrease in the budget

line items for these two projects and the addition of one new project necessitated an amendment. The other project with change to its budget, the Northwest Target Area Tree Planting Project 2024, changed by less than 25 percent.

The 531 Bradley Street balance and the 518 Pine Street allocation collectively total \$55,547.13 under budget. The City proposed to reallocate the surplus to pay for one project that is over budget and one new project. \$1,005 would be allocated to the Northwest Target area Tree Planting and \$54,542.13 would be allocated to the new 405 Arsenal Street Demolition Project.

Below is the revised CDBG Program Year 2024 Annual Action Plan budget, following all approved revisions:

| <b>Proposed Project</b>                                 | <b>Amended Budget</b> |
|---------------------------------------------------------|-----------------------|
| Huntington Street Water Main Replacement Project        | \$500,000.00          |
| Thompson Park ADA Ramp Replacement Project 2024         | \$82,736.00           |
| <b>Northwest Target Area Tree Planting Project 2024</b> | <b>\$16,005.00</b>    |
| <b>531 Bradley Street Demolition Project</b>            | <b>\$34,452.87</b>    |
| Homebuyer Program 2024                                  | \$140,000.00          |
| <b>518 Pine Street Transitional Housing SRO</b>         | <b>\$0.00</b>         |
| Fair Housing Education 2025                             | \$5,000.00            |
| WSCD Food for Families (Backpack) Program               | \$8,000.00            |
| Program Administration 2024                             | \$42,000.00           |
| <b>405 Arsenal Street Demolition Project</b>            | <b>\$54,542.13</b>    |
| <b>Total</b>                                            | <b>\$882,736.00</b>   |

The following is the description for the above identified new project:

**405 Arsenal Street Demolition Project:**

This project will involve the demolition of a blighted structure located at 405 Arsenal Street in the City's Northwest Target Area. The project will remove a blighted structure and will aid in the prevention of blight spreading to adjacent properties.

|    |                                                                                         |                                                                                                                                                                                                                                                    |
|----|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10 | Project Name                                                                            | 405 Arsenal Street Demolition Project                                                                                                                                                                                                              |
|    | Target Area                                                                             | Near West                                                                                                                                                                                                                                          |
|    | Goals Supported                                                                         | Neighborhood Stabilization and Revitalization                                                                                                                                                                                                      |
|    | Needs Addressed                                                                         | Blight Elimination                                                                                                                                                                                                                                 |
|    | Funding                                                                                 | CDBG: \$53,890.71                                                                                                                                                                                                                                  |
|    | Description                                                                             | The project will involve the demolition of a blighted structure at 405 Arsenal Street in the City's Near West Target Area. The project will remove a blighted structure and will aid in the prevention of blight spreading to adjacent properties. |
|    | Target Date                                                                             | 3/14/2026                                                                                                                                                                                                                                          |
|    | Estimate the number and type of families that will benefit from the proposed activities | Not applicable                                                                                                                                                                                                                                     |
|    | Location Description                                                                    | This project will take place at 405 Arsenal Street                                                                                                                                                                                                 |
|    | Planned Activities                                                                      | A dilapidated retail property and attached single family residential home located on the parcel will be demolished and the site will be restored.                                                                                                  |

## Citizen Participation

The City's Community Development Block Grant Program has an adopted Citizen Participation Plan that outlines various steps that the City must take in order to engage the public in the development of our Annual Action Plans and any amendments to them. While developing this amendment to the City's Program Year 2024 Annual Action Plan, the City Council held a public hearing on the proposed amendment on Tuesday, October 5, 2026 at 7:15 p.m. in the City Council Chamber of City Hall. On September 22, 2026, the city advertised in the *Watertown Daily Times* to notify the public of the public hearing date and time and to announce the start of a 30-day public comment period that lasted from September 23, 2026 to October 23, 2026.

The City also conducted outreach by email to several agencies identified in our citizen participation plan notifying them of the proposed changes and made the proposed amendment available for review at City Hall in the Planning and Community Development Department, the City Clerk's Office, at the Roswell P. Flower Memorial Library, at the Watertown Housing Authority and on our website at <https://www.watertown-ny.gov/CDBGPublicCommentOpportunities>.

## Summary of Public Comments

A 30-day public comment period was held for the 2024 Annual Action Plan amendment from September 23, 2026, until October 23, 2026, after a notice of the comment period was published in the Watertown Daily Times. Additionally, a public hearing was held on Tuesday, October 5, 2026 at 7:15 p.m.. No comments were received during the 30-day comment period, but one person spoke during the public hearing. The resident stated that he would like the City to take a look at replacing all the sidewalks on the northside of the city. He added that he would also like Mill Street reconstructed similar to how Burlington Street was recently reconstructed. While the City acknowledges the citizens' concerns, the funding being reallocated with this amendment is a relatively small amount and would not be enough to fund such a project that was proposed. The City is therefore not proposing to make any changes to the draft amendment based on the feedback. However, it is important to note that the City has committed to replacing sidewalks along the 500 and 600 Blocks of Mill Street with the funds from the 2026 Annual Action Plan and will consider repairing more sidewalks in the north side of the City in future Annual Action Plans. No other comments have been received.

November 2, 2026

To: The Honorable Mayor and City Council

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

Subject: Approving Supplemental Agreement No. 2 with the New York State Department of Transportation for the Transportation Alternatives Program, Contract D040688 and Authorizing the Implementation, and Funding in the First Instance 100 Percent of the Federal-Aid and State “Marchiselli” Program-aid Eligible Costs, of a Transportation Federal-Aid Project, and Appropriating Funds Therefore

As the City Council is aware, the City of Watertown received a Transportation Alternatives Program (TAP) grant from the New York State Department of Transportation (NYSDOT) in the amount of \$1,663,764 to extend the Black River Trail to the edge of downtown Watertown. The original project scope would have extended the trail to Factory Square Park on the southern mainland of the Black River.

The design work for that scope is now largely complete. However, in discussions that Planning and Engineering Staff have had with the City’s lead design consultant, Barton & Loguidice, D.P.C., it has become evident the estimated cost to construct the original project scope would exceed the value of the TAP grant.

A significant contributor to the cost overrun was the rehabilitation costs of the two railroad bridges accessing Sewall’s Island, one from each mainland shore of the river. To decrease the construction costs, Staff recommends reducing the project scope to relocate the new western terminus from Factory Square Park to the north shore of Sewall’s Island. This would eliminate the need to rehabilitate the westernmost railroad bridge and would therefore reduce costs.

Because the originally budgeted design work is largely complete, the \$333,500 design services contract with Barton & Loguidice that City Council approved by Resolution on June 3, 2023, is nearly expended. Barton & Loguidice has submitted a supplemental agreement in the amount of \$98,000 to revise the design plans, reducing the trail length as proposed, and designing a new trailhead on Sewall’s Island.

To cover this additional design fee, Staff has reached out to NYSDOT to request to transfer funding from the construction phase to the design phase of the project. NYSDOT officials confirmed that this was possible, but would require amending the City’s Federal Local Aid Agreement with NYSDOT. Under TAP rules, NYSDOT provides up to 80 percent of the total project cost, with the local government providing a 20 percent match. The 80/20 split applies to each distinct phase of the project.

At its meeting on November 7, 2022, the City Council adopted a resolution originally entering into the Federal Local Aid Agreement with NYSDOT. Then, at its meeting on August 18, 2025, the City Council adopted a resolution Supplemental Agreement No. 1 with NYSDOT for the Final Design Phase.

The attached resolution approves Supplemental Agreement No. 2 for the Federal Aid Local Project Agreement, which shifts \$98,000 in contract value (\$78,400 Federal share and \$19,600 local share) from the Construction Phase to the Final Design Phase of the project. This brings the combined design phase total to \$431,500, representing the full value of the City's amended contract with Barton & Loguidice.

A resolution approving a supplemental agreement with Barton & Loguidice appears on the November 2, 2026, City Council agenda under separate cover. The City Council must approve the supplemental agreement with NYSDOT before voting on the resolution approving the supplemental agreement with Barton & Loguidice.

The City is covering the additional required 20 percent local share with Community Development Block Grant (CDBG) funding. Similar to the NYSDOT agreement, the City will need to transfer funding within our CDBG program to pay for the City's share of the extra design costs. This will require amending the City's 2023 Annual Action Plan (AAP) to add \$19,600 to the design phase of the project. Staff will initiate the amendment process immediately upon approval of the contract amendments with NYSDOT and Barton & Loguidice.

Staff also anticipates reducing the amount allocated to the Black River Trail project construction phase in the 2025 Annual Action Plan to other activities. This would result in no change to the amount of CDBG funding that the City Council has already appropriated to the project.

**RESOLUTION**

Page 1 of 2

Approving Supplemental Agreement No. 2 with the New York State Department of Transportation for the Transportation Alternatives Program, Contract D040688, And Authorizing the Implementation and Funding in the First Instance 100 Percent of the Federal-aid and State "Marchiselli" Program-aid Eligible Costs, of a Transportation Federal-aid Project, and Appropriating Funds Therefore

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

| YEA | NAY |
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***Introduced by*** \_\_\_\_\_

WHEREAS a project for the Black River Trail Western Connection, P.I.N. 780788 (the Project) is eligible for funding under Title 23 U.S. Code, as amended, calls for the apportionment of the costs of such program to be borne at the ratio of 80 percent Federal funds and 20 percent local funds, and

WHEREAS the City of Watertown desires to advance the Project by making a commitment of 100 percent of the local share of the costs of the Final Design Phase, and

WHEREAS the project design will require revisions due to a change in scope and scale of the project, and

WHEREAS the City of Watertown has requested an amendment to its agreement with the New York State Department of Transportation (NYSDOT) to transfer funding from the Construction Phase to the Final Design Phase to cover the additional design costs, and

WHEREAS, at the request of the City, NYSDOT has prepared Supplemental Agreement No. 2 to Contract #D040688 under the Transportation Alternatives Program (TAP),

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, duly convened hereby approves Supplemental Agreement No. 2 to Contract #D040688 with NYSDOT for the above-subject project, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby authorizes the City Comptroller to pay in the first instance 100% of the federal and non-federal share of the cost of Final Design Phase work for the Project or portions thereof, and

BE IT FURTHER RESOLVED that the additional \$98,000 is hereby appropriated and made available to cover the cost of participation in the above phase of the Project, bringing the "Total All Sources Cost" of all design phases to \$431,500, and

**RESOLUTION**

Page 2 of 2

Approving Supplemental Agreement No. 2 with the New York State Department of Transportation for the Transportation Alternatives Program, Contract D040688, And Authorizing the Implementation and Funding in the First Instance 100 Percent of the Federal-aid and State "Marchiselli" Program-aid Eligible Costs, of a Transportation Federal-aid Project, and Appropriating Funds Therefore

Council Member GARRABRANT, Shane A.  
 Council Member KIMBALL, Robert O.  
 Council Member OSBORNE Jr, Douglas E.  
 Council Member SHOEN, Benjamin P.  
 Mayor PIERCE, Sarah V.C.

Total .....

| YEA | NAY |
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BE IT FURTHER RESOLVED that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the City of Watertown City Council shall convene as soon as possible to appropriate said excess amount immediately upon notification by the City Manager thereof, and

BE IT FURTHER RESOLVED that the City Manager, or their designee, is hereby authorized and directed to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Watertown with the New York State Department of Transportation in connection with the advancement or approval of the project and providing for the administration of the project and the municipality's first instance funding of project costs and permanent funding of the local share of federal aid eligible and state aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and

BE IT FURTHER RESOLVED that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

*Seconded by* \_\_\_\_\_



# Department of Transportation

KATHY HOCHUL  
Governor

MARIE THERESE DOMINGUEZ  
Commissioner

ROBERT A. HAYNES, P.E.  
Regional Director

October 21, 2026

Mr. Michael A. Lumbis, Director  
Planning & Community Development Department  
245 Washington Street, Room 304  
Watertown, New York 13601

**RE: PIN 780788 – Transportation Alternatives Program  
Supplemental Agreement #2  
CONTRACT #: D040688  
PROJECT: Black River Trail, Western Connection  
PHASE(S): Final Design  
MUNICIPALITY: City of Watertown, Jefferson County**

Dear Mr. Lumbis:

It is our understanding that the City of Watertown is requesting a transfer of funding to the Final Design phase of work for the above captioned project, under the “Locally Administered Pass Thru Process”. This phase will utilize Federal (TAP) funds and therefore requires the enclosed agreement to be initiated to enable the City to receive reimbursement.

The City must obligate 100% of the Federal (80%) and Local share (20%) for this phase within this agreement.

Enclosed is a complete copy of the above captioned Agreement text package containing the following:

- The Supplemental Agreement;
- Schedule “A”;
- Appendix “A-1”
- a Sample Resolution.

## **The Resolution:**

The Resolution should be worded to authorize all project phases, but it appropriates money for only the Final Design Phase. Your Resolution should, to the extent possible, follow closely to the format of the Resolution enclosed in the package.

**To Complete the Enclosed Text Package:**

The Signature Sheet (page 2) requires the signature of the local official authorized to act on the City's behalf, and the signature of the City Attorney, each at the place indicated. The Acknowledgment Statement on Page 2 requires a Notary's signature and stamp affixed as indicated.

Your Resolution should have a number assigned, the Acknowledgment Statement completed, and signatures on all copies of both the Signature Sheet and on the Resolution should be in original ball point pen (blue ink). The Resolution must contain the Municipal Seal, either embossed or foil self-adhesive seals are acceptable.

**To Progress the Project:**

Please execute and return to my office one (1) complete agreement and the three (3) additional signed signature sheets along with three (3) original resolutions.

If you have any questions concerning this project, please contact Jennifer Docteur at (315)785-2698 or email: [Jennifer.docteur@dot.ny.gov](mailto:Jennifer.docteur@dot.ny.gov).

Sincerely,



For:

Kristopher H. Reff, P.E., Director  
Planning & Program Management Office

copy: Barbara Cadwell, Planning & Project Development Supervisor  
Jennifer Docteur, Regional PPM Office, Local Project Liaison

Sponsor: **City of Watertown**PIN: **780788** BIN: **N/A**Comptroller's Contract No. **D040688**Supplemental Agreement No. **2**Date Prepared: **10/21/26** By: **JD**

Initials

Press F1 for instructions in the blank fields:

**SUPPLEMENTAL AGREEMENT No. 2 to D040688** (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")  
and

**City of Watertown** (the Sponsor)Acting by and through the **the City Council**with its office at **the Municipal Building, 245 Washington Street, Watertown, NY 13601.**

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

☐ amending a project description☒ amending the contract end date☐ amending the scheduled funding by:☐ adding additional funding (check and enter the # phase(s) as applicable):☐ adding phase \_\_\_\_\_ which covers eligible costs incurred on/after   /  /  ☐ adding phase \_\_\_\_\_ which covers eligible costs incurred on/after   /  /  ☒ increasing funding for a project phase(s) .121☐ adding a pin extension☐ change from Non-Marchiselli to Marchiselli☐ deleting/reducing funding for a project phase(s)☐ other (\_\_\_\_\_)☐ Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)☐ Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023.☐ Amends a previously adopted Agreement by adding:☐ Appendix B M/WBE/SDVOB.☐ Retention Exhibit.☐ Other: \_\_\_\_\_☐ Amends the text of the Agreement as follows (insert text below):

Sponsor: **City of Watertown**PIN: **780788** BIN: **N/A**Comptroller's Contract No. **D040688**Supplemental Agreement No. **2**Date Prepared: **10/21/26** By: **JD**

Initials

Press F1 for instructions in the blank fields:

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

STATE OF NEW YORK

)ss.:

COUNTY OF **Jefferson**

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me the undersigned personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public**APPROVED FOR NYSDOT:****APPROVED AS TO FORM:****STATE OF NEW YORK ATTORNEY GENERAL**BY: \_\_\_\_\_  
For Commissioner of TransportationBy: \_\_\_\_\_  
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

**COMPTROLLER'S APPROVAL:**

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

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law ' 112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements**  
**NYSDOT/ State-Local Agreement - Schedule A for PIN 7807.88**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>OSC Contract #:</b> <u>D040688</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Contract Start Date:</b> <u>9/21/2022</u> (mm/dd/yyyy) <b>Contract End Date:</b> <u>9/21/2029</u> (mm/dd/yyyy)<br><input checked="" type="checkbox"/> Check, if date changed from the last Schedule A |
| <b>Purpose:</b> <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                          |
| <b>Agreement Type:</b> <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Watertown<br>Other Municipality/Sponsor (if applicable): _____<br><br><input type="checkbox"/> State Administered <i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i><br><div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Municipality: _____ % of Cost share<br/> <input type="checkbox"/> Municipality: _____ % of Cost share<br/> <input type="checkbox"/> Municipality: _____ % of Cost share       </div> |                                                                                                                                                                                                          |
| <b>Authorized Project Phase(s) to which this Schedule applies:</b> <input checked="" type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals<br><input type="checkbox"/> ROW Acquisition <input type="checkbox"/> Construction/CI/CS                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                          |
| <b>Work Type:</b> OTHER (See Footnotes)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>County</b> (If different from Municipality): Jefferson                                                                                                                                                |
| (Check, if Project Description has changed from last Schedule A): <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                          |
| <b>Project Description:</b> Black River Trail, Western Connection, City of Watertown, TAP Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                          |
| <b>Marchiselli Eligible</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                          |

**A. Summary of Participating Costs FOR ALL PHASES** For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

| PIN Fiscal Share            | "Current" or "Old" entry indicator | Funding Source (Percentage) | TOTAL Costs  | FEDERAL Funds | STATE Funds | LOCAL Funds | LOCAL DEPOSIT AMOUNT (Required only if State Administered) |
|-----------------------------|------------------------------------|-----------------------------|--------------|---------------|-------------|-------------|------------------------------------------------------------|
| 7807.88.121                 | Current                            | TAP                         | \$431,500.00 | \$345,200.00  | \$0.00      | \$86,300.00 | \$0.00                                                     |
|                             | Old                                |                             | \$333,500.00 | \$266,800.00  | \$0.00      | \$66,700.00 | \$0.00                                                     |
| 7807.88.221                 | Current                            | TAP                         | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      | \$0.00                                                     |
|                             | Old                                |                             | \$2,000.00   | \$1,600.00    | \$0.00      | \$400.00    | \$0.00                                                     |
| . .                         | Current                            |                             | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      | \$0.00                                                     |
|                             | Old                                |                             | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      | \$0.00                                                     |
| . .                         | Current                            |                             | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      | \$0.00                                                     |
|                             | Old                                |                             | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      | \$0.00                                                     |
| . .                         | Current                            |                             | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      | \$0.00                                                     |
|                             | Old                                |                             | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      | \$0.00                                                     |
| . .                         | Current                            |                             | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      | \$0.00                                                     |
|                             | Old                                |                             | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      | \$0.00                                                     |
| . .                         | Current                            |                             | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      | \$0.00                                                     |
|                             | Old                                |                             | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      | \$0.00                                                     |
| . .                         | Current                            |                             | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      | \$0.00                                                     |
|                             | Old                                |                             | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      | \$0.00                                                     |
| . .                         | Current                            |                             | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      | \$0.00                                                     |
|                             | Old                                |                             | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      | \$0.00                                                     |
| <b>TOTAL CURRENT COSTS:</b> |                                    |                             | \$431,500.00 | \$345,200.00  | \$ 0.00     | \$86,300.00 | \$ 0.00                                                    |

NYSDOT/State-Local Agreement – Schedule A      PIN 7807.88

|                                            |         |
|--------------------------------------------|---------|
| <b>B. Local Deposit(s) from Section A:</b> | \$ 0.00 |
| <b>Additional Local Deposit(s)</b>         | \$0.00  |
| <b>Total Local Deposit(s)</b>              | \$ 0.00 |

| <b>C. Total Project Costs</b> <i>All totals will calculate automatically.</i> |                  |                    |                        |
|-------------------------------------------------------------------------------|------------------|--------------------|------------------------|
| Total FEDERAL Cost                                                            | Total STATE Cost | Total LOCAL Cost   | Total ALL SOURCES Cost |
| \$345,200.00                                                                  | \$ 0.00          | \$86,300.00        | \$431,500.00           |
|                                                                               |                  | Total FEDERAL Cost | \$345,200.00           |
|                                                                               |                  | Total STATE Cost   | \$ 0.00                |
| <b>SFS TOTAL CONTRACT AMOUNT</b>                                              |                  |                    | <b>\$345,200.00</b>    |

|                                                                                        |                                                                |
|----------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>D. Point of Contact for Questions Regarding this Schedule A</b> (Must be completed) | Name: <u>Jennifer Docteur</u><br>Phone No: <u>315-785-2698</u> |
|----------------------------------------------------------------------------------------|----------------------------------------------------------------|

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

**Footnotes (FN):** (See [LPB's](#) SharePoint for link to sample footnotes)

- PIN 780788 Supplemental Agreement 2 - Black River Trail, Wester Connection
- The Federal Aid amount shown above is a capped amount. Project cost overruns must be absorbed by the Sponsor/Municipality.
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## **APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)**

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex, national origin, and/or disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

November 2, 2026

To: The Honorable Mayor and City Council

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

Subject: Approving Supplemental Agreement No. 1 Architectural/Engineering Consultant Agreement with Barton & Loguidice, D.P.C. for Design Services for the Black River Trail Western Connection

As the City Council is aware, the City of Watertown received a Transportation Alternatives Program (TAP) grant from the New York State Department of Transportation (NYSDOT) to extend the Black River Trail to the edge of downtown Watertown. As discussed under separate cover in the report for the supplemental agreement with NYSDOT, the project scope will change in an effort to reduce construction costs and remain within the allocated budget.

The City previously entered into an Architectural / Engineering Consultant Agreement with Barton & Loguidice, D.P.C., in the amount of \$333,500 for design services for the project, which is now nearly expended since the originally budgeted design work is largely complete. Barton & Loguidice will need to revise the design documents to account for the revised scope, including preparing new drawing and plan sets. The supplemental agreement also includes payment for previously completed environmental review work and for costs associated with the formal inspection of the railroad bridge, a requirement that the City received notification of only recently.

Barton & Loguidice has submitted Supplemental Agreement No. 1 to the Architectural / Engineering Consultant Agreement, which is included with this report, and made part of the attached resolution. The amendment increases the contract value by \$98,000 to pay for the additional design work and brings the new maximum amount payable under the consultant agreement to \$431,500.

Under TAP rules, NYSDOT provides up to 80 percent of the total project cost, with the local government providing a minimum 20 percent match. The City will pay for the additional required local match using Community Development Block Grant (CDBG) funds.

A resolution is attached for City Council consideration. The City Council must adopt the resolution authorizing Supplemental Agreement No. 2 with NYSDOT before voting on this resolution.

**RESOLUTION**

Page 1 of 1

Approving Supplemental Agreement No. 1 to the Architectural / Engineering Consultant Agreement with Barton & Loguidice, D.P.C. for Design Services for the Black River Trail Western Connection

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

| YEA | NAY |
|-----|-----|
|     |     |
|     |     |
|     |     |
|     |     |
|     |     |
|     |     |

**Introduced by** \_\_\_\_\_

WHEREAS the City of Watertown applied for and received a Transportation Alternatives Program (TAP) Grant from the New York State Department of Transportation (NYSDOT) to design and construct a project identified as the Black River Trail Western Connection, and

WHEREAS the City is a participant in the Local Design Service Agreement (LDSA) program under NYSDOT Region 7, for which Barton & Loguidice, D.P.C. is an eligible consultant, and

WHEREAS the City previously entered into an Architectural / Engineering Consultant Agreement with Barton & Loguidice, in the amount of \$333,500 for design services for the Black River Trail Western Connection Project, and

WHEREAS a change in the scope and scale of the project has necessitated additional design work beyond the original value of the agreement with Barton & Loguidice, and

WHEREAS the City previously entered into a Federal Aid Local Project Agreement with NYSDOT for the project and executed Supplemental Agreement No. 2 with NYSDOT, which amends the Federal Aid Local Project Agreement to shift additional grant funding from the Construction Phase of the project to the Final Design Phase, and

WHEREAS Barton & Loguidice D.P.C. has submitted Supplemental Agreement No. 1 to the Architectural / Engineering Consultant Agreement with the City, which adds \$98,000 to the value of the original contract to pay for the additional design work,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Supplemental Agreement No.1 to the Architectural / Engineering Consultant Agreement with Barton & Loguidice for the Black River Trail Western Connection Project to increase the value of the contract by \$98,000 to a new total contract value of \$431,500, a copy of which is made part of this resolution, and

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

**Seconded by** \_\_\_\_\_

# Architectural/ Engineering Consultant Agreement

## Supplemental Agreement No. 1

PIN 7807.88

Municipal Contract No. \_\_\_\_\_

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between

### **CITY OF WATERTOWN**

(municipal corporation)

having its principal office at Office of Planning and Community Development, 245 Washington Street, Watertown, New York 13601 (to be known throughout this document as the "**Sponsor**")

and

### **BARTON & LOGUIDICE, D.P.C.**

with its office at 443 Electronics Parkway, Syracuse, New York 13088  
(to be known throughout this document as the "**Consultant**")

### **WITNESSETH:**

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this contract as **Black River Trail Western Connection** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer) to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, the \_\_\_\_\_, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

### **ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT**

This contract consists of the following:

■ Agreement Form - this document titled "Architectural/Engineering Consultant Agreement";

■ Attachment "A" - Project Description and Funding;

■ Attachment "B" – Scope of Services;

■ Attachment "C" - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

## **ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS**

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 Except as herein modified, the Original Agreement dated **June 9, 2023**, including any amendments or revisions thereto not modified herein, remains in full force and effect.

2.4 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

## **ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT**

3.1 As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

3.2 For services rendered pursuant to this **Supplemental No. 1**, the CONSULTANT shall be paid on a Cost-Plus Fixed Fee Method, as described in Section 3.1 of the original agreement, with an amount not to exceed **\$98,000**.

3.3 The revised maximum amount payable shall be increased to **\$431,500** as shown on Attachment A. Direct Technical Salaries for 2026 shall not exceed maximums shown in Exhibit A of Attachment C unless approved in writing by the Municipality. The overhead allowance shall be in accordance with the terms of the original agreement, at 173% in all events and not to exceed 180% and is subject to audit. The fixed fee for these supplemental services is **\$6,700**.

**IN WITNESS WHEREOF**, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # \_\_\_\_\_

|                   |                            |
|-------------------|----------------------------|
| City of Watertown | Barton & Loguidice, D.P.C. |
| by: _____         | by: _____                  |
| Date: _____       | Date: _____                |

STATE OF NEW YORK

ss:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

STATE OF NEW YORK

ss:

COUNTY OF ONONDAGA

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me personally came Charles A White to me known, who being by me duly sworn, did depose and say; that he resides in the *Town of Manlius*, New York; that he is the *Vice President of Barton & Loguidice, D.P.C.*, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of Sponsor.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

**Attachment A**  
**Architectural/ Engineering Consultant Contract**  
**Project Description and Funding**

PIN: 7807.88

☐ Main Agreement    ☐ Amendment to Contract [add identifying #]

☒ **Supplement to Agreement No. 1**

***Phase of Project Consultant to work on:***

☒ P.E./Design                      ☐ ROW Incidentals                      ☐ ROW Acquisition  
☐ Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: November 9, 2026

Finish Date: September 30, 2027

***PROJECT DESCRIPTION:***

**Black River Trail Western Connection**

Pedestrian and Bicycle Facilities. This project will design and construct approximately 1.14 miles of multi-use trail, including the conversion of a former railroad truss bridge into a pedestrian bridge, to fill in a critical gap within the existing Black River Trail within the City of Watertown.

Project Limits: The eastern terminus of the project is at the west side of the NYS Route 3 Bridge adjacent to Marble Street Park. From there the project will connect to Marble Street and the former New York Central Railroad which will extend over the former railroad truss bridge connecting to a trailhead at Seawalls Island.

Project Location:  
**City of Watertown**  
**Jefferson County**

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

**MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:**

|                                              |                  |
|----------------------------------------------|------------------|
| <b>Original Maximum Amount Payable MAP:</b>  | <b>\$333,500</b> |
| <b>Supplemental Agreement No. 1:</b>         | <b>\$98,000</b>  |
| <b>Revised Maximum Amount Payable (MAP):</b> | <b>\$431,500</b> |

**ATTACHMENT B**  
**Architectural/ Engineering Consultant Contract**  
**Scope of Services**

# **SCOPE OF SERVICES**

SUPPLEMENTAL AGREEMENT #1

**Black River Trail Western Connection**

**PIN 7807.88**

Table of Contents

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## Section 1 - General

### 1.01 Project Description and Location

Project name: Black River Trail Western Connection

PIN: 7807.88

Municipality: City of Watertown

County: Jefferson

Project Description: Pedestrian and Bicycle Facilities. This project will design and construct approximately 1.14 miles of multi-use trail, including the conversion of a former railroad truss bridge into a pedestrian bridge, to fill in a critical gap within the existing Black River Trail within the City of Watertown.

Project Limits: The eastern terminus of the project is on the west side of the NYS Route 3 Bridge adjacent to Marble Street Park. From there the project will connect to Marble Street and the former New York Central Railroad which will extend over the former railroad truss bridge connecting to a trailhead at Seawalls Island.

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

### 1.04 Categorization of Work

Project work is generally divided into the following sections:

|                          |                                                                                |
|--------------------------|--------------------------------------------------------------------------------|
| Section 1                | General                                                                        |
| Section 2                | Data Collection & Analysis                                                     |
| Section 3                | Preliminary Design- <b>Not included in Supplemental Scope of Services</b>      |
| Section 4                | Environmental                                                                  |
| Section 5                | Right-of-Way - <b>Not included in Supplemental Scope of Services</b>           |
| Section 6                | Detailed Design                                                                |
| Section 7                | Advertising, Bid Opening and Award - <b>Not included in Supplemental</b>       |
| <b>Scope of Services</b> |                                                                                |
| Section 8                | Construction Support- <b>Not included in Supplemental Scope of Services</b>    |
| Section 9                | Construction Inspection- <b>Not included in Supplemental Scope of Services</b> |
| Section 10               | Estimating & Technical Assumptions                                             |

### 1.06 Meetings

The **Consultant** will prepare for and attend progress meetings as directed by the **Municipality's** Contract Administrator. Progress meetings are assumed to be conducted monthly (via remote or in person) to discuss the following:

- present, discuss, and receive direction on the progress and scheduling of work in this agreement
- present, discuss, and receive direction on project specifics
- discuss and resolve comments resulting from review of project documents, advisory

- agency review, and coordination with other agencies
- preview visual aids for public meetings
- manage subconsultants and subcontractors

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to the **Municipality's** Contract Administrator within one (1) week of the meeting date in advance of circulating to all meeting attendees.

*Ten (10) additional meetings over the course of the extended project schedule to coordinate new design work for areas not a part of the original project including coordination with National Grid.*

### 1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Municipality** on a monthly basis a Progress Report in a format approved by the **Municipality**. The Progress Report must contain the "Progress Report Summary Sheet" (CONR 342-2, Appendix 6-11 of the "Local Projects Manual") or similar document containing the requested information. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Municipality**, this task will not be performed during the suspension period.)

*Six (6) additional invoice periods including Cost Control Reports and Progress Reports.*

## Section 2 - Data Collection & Analysis

### 2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

*Additional field work (assume one (1) visit) will be required to verify conditions and optimal viewsheds for a trailhead/overlook area which will be the new western project terminus at the western approach to the truss bridge on Sewall's Island.*

*Additional field work (assume one (1) visit) will be required to assess a new trail connection from the former railroad embankment to Water Street, now that the private property ("Harrienger property") originally planned for trail construction is no longer part of the project.*

### 2.10 Bridges to be Rehabilitated

The existing pedestrian truss bridge at Seawalls Island will be rehabilitated for beneficial reuse as a pedestrian bridge and overlook structures. The Consultant will perform a hands-on inspection of the bridge to determine its conditions and to establish the extent of rehabilitation work necessary. The findings will be documented in an in-depth inspection report. A load rating will not be performed on the crossing.

## Section 4 - Environmental

### 4.04 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Municipality** must concur with the **Consultant's** determination. Detailed study or analysis work will be performed and documented as detailed in the NYSDOT "Local Projects Manual." Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

*Additional detailed study and analysis was completed for:*

#### *A. Threatened and Endangered Species Determination Consultation*

*Consultant developed a Section 7 Threatened and Endangered Species Determination Concurrence Package as required by FHWA after its review of the Draft Design Approval Document including several updates, for the City to obtain Design Approval of the proposed trail. Work included:*

- three (3) additional field visits by Consultant staff to inventory rare plant and tree species, place markers on trees that are required for tree felling to construction the proposal trail and provide tree survey mapping at the request of FHWA and NYSDEC.*
- Preparation of a Threatened and Endangered Species Habitat Assessment package inclusive of email communications and letter correspondence between Consultant, NYSDEC, FHWA, and NYSDOT Region 7, additional mapping and analysis for trees impacted by clearing and construction, and a Bridge/Structure Bat Assessment Form.*

### 4.05 Permits and Approvals

The **Consultant** will obtain applicable permit(s) and certification(s), including but not necessarily limited to:

- NYSDEC State Pollution Discharge Elimination System (SPDES) GP-0-025
- SWPPP - Assume a Stormwater Pollution Prevention Plan (SWPPP) will be required.
- USACE Section 404 Nationwide Permit(s)
- USACE Section 10 Nationwide Permit
- NYSDOT Highway Work Permit
- *Additional Section 4(f) Resource Coordination for Factory Square and Marble Street Park.*
- *Additional Section 7 - Threatened and Endangered Species Determination Consultation*

## Section 6 - Detailed Design

### 6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete. Advance Detail Plans will be in accordance with the "Local Projects Manual." The **Consultant** will prepare and submit 1 electronic copy of the ADP's to the **Municipality** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

### 6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include, but not be limited to:

- Instructions to bidders
- Bid documents
- Contract language, including applicable federal provisions and prevailing wage rates
- Special notes
- Specifications
- Plans
- A list of supplemental information available to bidders (i.e., subsurface exploration logs, record as-built plans, etc.)
- Other pertinent information

*Following design approval being granted, NYSDOT directed the project to conduct additional in-depth inspection of the two former railroad bridges. As a result of the additional effort required, the project has a construction budget deficit. As such, the project has now removed all trail segments between the original western terminus at Factory Square Park and the western approach to the truss bridge on the eastern shore of Sewall's Island.*

*Additionally, the use of the Harrienger properties to construct the proposed trail is no longer part of the project. As such, the following additional efforts will be required to complete the contract documents:*

- A. Revisions to the current PS&E package to remove the above-referenced segments of the proposal trail from the project.*
- B. Additional field work as referenced in Section 2.03 (assume one (1) visit) to verify field conditions at the western approach of the truss bridge and the area between the former railroad embankment to Water Street for future trail construction.*
- C. Design and engineering for a new trail connection from the former railroad embankment to Water Street, as well as a new trailhead and overlook area, including plans, specifications and estimates, at the western approach to the truss bridge. This space will be designated and signed as the new western trail terminus*

*for the project.*

- D.** *Additional efforts are associated with developing PS&E transmittal package to NYSDOT. Specifically, from the time the project was scoped under the original agreement the NYSDOT checklist for PS&E approval (Appendix 126, Rev. 01-2024) has been implemented which requires additional documentation previously not required by NYSDOT.*

#### **6.04 Cost Estimate**

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

*Additional work will be required to revise the project construction estimate to reflect removal of the trail segments referenced in Section 6.03 above and to include a new trailhead/overlook area adjacent to the truss bridge on Sewall's Island.*

#### **6.05 Utilities**

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Municipality** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see PLAFAP Manual Appendix 10-8).

*With the Harrienger properties no longer a part of the project, property owned by National Grid will be evaluated as an alternative to construct the proposed trail between the former railroad embankment to Water Street. Additional staff time and logistical coordination effort will be performed to coordinate and design this new trail segment.*

## **Section 10 - Estimating & Technical Assumptions**

### **10.01 Estimating Assumptions**

The following assumptions have been made for estimating purposes:

- |           |                                                                                                                                                                                            |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 1 | Estimate 6 progress meetings and 4 stakeholder meetings during the life of this agreement.<br>Estimate 6 cost and progress reporting periods will occur during the life of this agreement. |
| Section 2 | Estimate 2 intersection/road crossing evaluations throughout the project limits.                                                                                                           |
| Section 3 | No changes to original assumptions for Supplemental No. 1.                                                                                                                                 |
| Section 4 | Estimate up to two (2) coordination meetings with NYSDOT and permitting agencies for concurrence related new trail locations and design changes in the project.                            |
| Section 5 | To be added under supplemental agreement, if needed.                                                                                                                                       |
| Section 6 | Estimate 1 cost estimate(s) plus 2 updates will be required.                                                                                                                               |
| Section 7 | No changes to original assumptions for Supplemental No. 1.                                                                                                                                 |
| Section 8 | Estimate 1 site visit for on-site field reconnaissance.                                                                                                                                    |
| Section 9 | To be added under supplemental agreement, if needed.                                                                                                                                       |

### **10.02 Technical Assumptions**

#### **Section 1 General**

The eastern terminus of the project is at the west side of the NYS Route 3 bridge adjacent to Marble Street Park. From there the project will connect to Marble Street and the former New York Central Railroad which will extend over one former railroad truss bridge connecting to Seawalls Island.

1. Specific coordination efforts will be conducted with the following entities or individuals:

City of Watertown officials (6 meetings)  
NYSDOT (2 meetings)  
NYSDEC & US Army Corps for work along the Black River (1 meeting)

NYSDEC & US Army Corps for pre-application meeting (1 meeting)

## **Section 2 Data Collection & Analysis**

1. It is assumed that one (1) field crew day and associated office hours is adequate for second mobilization / supplemental field mapping for new connection from former railroad embankment to Water Street.

## **Section 4 Environmental**

1. It is assumed that a Stormwater Pollution Prevention Plan (SWPPP) with Erosion and Sediment Control only (i.e., no post construction stormwater management practices) will be required in accordance with Appendix B of the NYSDEC SPDES General Permit GP-0-20-001.

## **Section 6 Detailed Design**

1. Assume a Highway Work Permit will be necessary for any rehabilitation of the State Route 3 bridge sidewalk.
2. Assume that only minor element specific repairs will be required on the existing rail truss bridge being converted to a pedestrian structure. It is assumed that new deck, railing and overlooks will be incorporated into the final design.
3. Assume there will be a base bid cost estimate and bid proposal. No add alternates are anticipated.
4. Proposal book template/boilerplate to be provided by the **Consultant**.
5. Utilities: National Grid, Verizon, Spectrum, fiber optic, City sewer and water.

## STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Black River Trail Western Connection

PIN 7807.88

| SECTION | TASK  | DESCRIPTION                                                  | Vice President | Sr. Project Engineer | Sr. Managing Landscape Architect | Lead Landscape Architect | Staff Engineer | Engineer II | Engineer I | Sr. Staff Environmental Scientist | Senior Engineering Technician | Engineering Designer I | Senior Group Technical Assistant | TOTAL      | ASSUMPTIONS                                                                                                                |
|---------|-------|--------------------------------------------------------------|----------------|----------------------|----------------------------------|--------------------------|----------------|-------------|------------|-----------------------------------|-------------------------------|------------------------|----------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------|
| 1       |       | <b>GENERAL</b>                                               |                |                      |                                  |                          |                |             |            |                                   |                               |                        |                                  |            |                                                                                                                            |
|         | 1.06  | Meetings                                                     | 4              | 8                    | 12                               | 2                        |                |             |            |                                   |                               |                        |                                  | 26         | Assume 10 meetings with City, DOT, Grid, etc.                                                                              |
|         | 1.07  | Cost & Progress Reporting                                    | 2              |                      | 3                                |                          |                |             |            |                                   |                               |                        |                                  | 5          | 6 Invoice Periods, Cost Control Reporting                                                                                  |
|         |       | <b>TOTALS for Section 1</b>                                  | <b>6</b>       | <b>8</b>             | <b>15</b>                        | <b>2</b>                 |                |             |            |                                   |                               |                        |                                  | <b>31</b>  |                                                                                                                            |
| 2       |       | <b>DATA COLLECTION &amp; ANALYSIS</b>                        |                |                      |                                  |                          |                |             |            |                                   |                               |                        |                                  |            |                                                                                                                            |
|         | 2.03  | Determination of Existing Conditions                         |                | 8                    | 8                                | 2                        | 16             |             | 16         | 8                                 |                               |                        |                                  | 58         | Truss bridge evaluation, new trailhead overlook area, and connection to Water Street                                       |
|         | 2.1   | Bridges to be Rehabilitated                                  | 16             |                      |                                  |                          | 40             |             | 40         |                                   |                               |                        | 8                                | 104        | Covered above                                                                                                              |
|         |       | <b>TOTALS for Section 2</b>                                  | <b>16</b>      | <b>8</b>             | <b>8</b>                         | <b>2</b>                 | <b>56</b>      |             | <b>56</b>  | <b>8</b>                          |                               |                        |                                  | <b>162</b> |                                                                                                                            |
| 4       |       | <b>ENVIRONMENTAL</b>                                         |                |                      |                                  |                          |                |             |            |                                   |                               |                        |                                  |            |                                                                                                                            |
|         | 4.04  | Detailed Studies and Analyses:                               |                | 24                   |                                  |                          |                |             |            |                                   |                               |                        |                                  | 24         | Consultation coordination and updated plans for review                                                                     |
|         | 4.04A | Threatened and Endangered Species Determination Consultation |                |                      | 12                               |                          |                |             |            | 70                                |                               |                        |                                  | 82         | NYSDOT/FHWA requirement for tree clearing and trail construction - 1 year consultation period required for Design Approval |
|         | 4.05  | Permits and Approvals                                        | 4              |                      |                                  |                          |                |             |            | 10                                |                               |                        |                                  | 14         | Section 4F Resource Coordination for Factory Square Park and Marble Street Park.                                           |
|         |       | <b>TOTALS for Section 4</b>                                  | <b>4</b>       | <b>24</b>            | <b>12</b>                        |                          |                |             |            | <b>80</b>                         |                               |                        |                                  | <b>120</b> |                                                                                                                            |
| 6       |       | <b>DETAILED DESIGN</b>                                       |                |                      |                                  |                          |                |             |            |                                   |                               |                        |                                  |            |                                                                                                                            |
|         | 6.03  | Contract Documents                                           | 10             | 20                   | 12                               | 12                       |                | 40          |            |                                   | 12                            | 8                      | 8                                | 122        |                                                                                                                            |
|         | 6.04  | Cost Estimate                                                | 4              | 10                   | 8                                | 12                       |                |             | 16         |                                   |                               |                        |                                  | 50         | Update construction estimate to include new work/trail connections and revise for new trail terminus.                      |
|         | 6.05  | Utilities                                                    | 2              | 10                   | 8                                |                          |                |             |            | 12                                |                               |                        |                                  | 32         | Coordination and review of potential use of Grid properties to connect to Water Street                                     |
|         |       | <b>TOTALS for Section 6</b>                                  | <b>16</b>      | <b>40</b>            | <b>28</b>                        | <b>24</b>                |                | <b>40</b>   | <b>16</b>  | <b>12</b>                         | <b>12</b>                     | <b>8</b>               | <b>8</b>                         | <b>204</b> |                                                                                                                            |

**ATTACHMENT C**  
**Architectural/ Engineering Consultant Contract**

**Staffing Rates, Hours,  
Reimbursables and Fees**

BARTON & LOGUIDICE, D.P.C.  
PIN 7807.88  
Black River Trail Western Connection

CONTENTS

| Exhibit | Description          |
|---------|----------------------|
| A-1     | SALARY SCHEDULE      |
| A-2     | STAFFING TABLE       |
| B-1     | DIR. NON-SAL. COST   |
| C       | SUMMARY              |
| D       | STAFFING ASSUMPTIONS |

Exhibit A, Page 1  
Salary Schedule

BARTON & LOGUIDICE, D.P.C.  
PIN 7807.88

| JOB TITLE                              | ASCE (A)<br>OR<br>NICET (N)<br>GRADE | AVERAGE<br>HOURLY<br>RATES<br>2026 | MAXIMUM<br>HOURLY<br>RATES<br>2026 | OVERTIME<br>CATEGORY |
|----------------------------------------|--------------------------------------|------------------------------------|------------------------------------|----------------------|
| Principal                              | IX (A)                               | \$ 139.20                          | \$ 142.00                          | A                    |
| Senior Vice President                  | IX (A)                               | \$ 111.80                          | \$ 127.00                          | A                    |
| Vice President                         | IX (A)                               | \$ 87.95                           | \$ 93.50                           | A                    |
| Senior Consultant                      | VIII (A)                             | \$ 125.00                          | \$ 125.00                          | A                    |
| Senior Associate                       | VIII (A)                             | \$ 79.22                           | \$ 84.80                           | A                    |
| Associate                              | VIII (A)                             | \$ 74.00                           | \$ 84.00                           | A                    |
| Chief Engineer                         | VII (A)                              | \$ 72.03                           | \$ 79.50                           | B                    |
| Senior Managing Engineer               | VII (A)                              | \$ 67.66                           | \$ 76.00                           | B                    |
| Senior Managing Hydrogeologist         | VII (A)                              | \$ 67.50                           | \$ 71.00                           | B                    |
| Senior Managing Industrial Hygienist   | VII (A)                              | \$ 66.00                           | \$ 66.00                           | B                    |
| Senior Managing Landscape Architect    | VII (A)                              | \$ 58.50                           | \$ 58.50                           | B                    |
| Senior Project Manager                 | VII (A)                              | \$ 67.95                           | \$ 83.00                           | B                    |
| Chief Asset Management Specialist      | VI (A)                               | \$ 83.00                           | \$ 83.00                           | B                    |
| Construction Manager                   | VI (A)                               | \$ 53.83                           | \$ 55.50                           | B                    |
| Lead Engineer                          | VI (A)                               | \$ 54.50                           | \$ 54.50                           | B                    |
| Lead Environmental Scientist           | VI (A)                               | \$ 46.00                           | \$ 46.00                           | B                    |
| Lead Landscape Architect               | VI (A)                               | \$ 49.50                           | \$ 49.50                           | B                    |
| Managing Engineer                      | VI (A)                               | \$ 57.21                           | \$ 60.30                           | B                    |
| Managing Hydrogeologist                | VI (A)                               | \$ 56.70                           | \$ 56.70                           | B                    |
| Managing Landscape Architect           | VI (A)                               | \$ 47.90                           | \$ 47.90                           | B                    |
| Senior Construction Manager            | VI (A)                               | \$ 68.70                           | \$ 68.70                           | B                    |
| Senior Staff Engineer                  | VI (A)                               | \$ 57.30                           | \$ 57.30                           | B                    |
| Managing Architect                     | V (A)                                | \$ 55.80                           | \$ 57.00                           | B                    |
| Managing Community Planner             | V (A)                                | \$ 47.50                           | \$ 47.50                           | B                    |
| Managing Industrial Hygienist          | V (A)                                | \$ 47.00                           | \$ 47.00                           | B                    |
| Project Community Planner              | V (A)                                | \$ 37.50                           | \$ 37.50                           | B                    |
| Project Manager                        | V (A)                                | \$ 48.92                           | \$ 52.00                           | B                    |
| Senior Project Community Planner       | V (A)                                | \$ 42.50                           | \$ 42.50                           | B                    |
| Senior Project Engineer                | V (A)                                | \$ 53.12                           | \$ 59.00                           | B                    |
| Senior Project Environmental Scientist | V (A)                                | \$ 46.30                           | \$ 46.30                           | B                    |
| Senior Project Landscape Architect     | V (A)                                | \$ 46.50                           | \$ 46.50                           | B                    |
| Senior Staff Environmental Scientist   | V (A)                                | \$ 38.60                           | \$ 38.60                           | B                    |
| Senior Staff Sustainability Specialist | V (A)                                | \$ 44.00                           | \$ 44.00                           | B                    |
| Crew Chief                             | IV (A)                               | \$ 39.20                           | \$ 42.50                           | B                    |
| Engineering Designer II                | IV (A)                               | \$ 49.90                           | \$ 53.60                           | B                    |
| Lead Asset Management Specialist       | IV (A)                               | \$ 66.70                           | \$ 66.70                           | B                    |
| Project Architect                      | IV (A)                               | \$ 45.40                           | \$ 45.40                           | B                    |
| Project Engineer                       | IV (A)                               | \$ 47.42                           | \$ 56.00                           | B                    |
| Senior Staff Hydrogeologist            | IV (A)                               | \$ 42.80                           | \$ 42.80                           | B                    |
| Senior Water Quality Scientist         | IV (A)                               | \$ 49.50                           | \$ 49.50                           | B                    |
| Staff Architectural Designer           | IV (A)                               | \$ 42.77                           | \$ 46.30                           | B                    |
| Staff Asset Management Specialist      | IV (A)                               | \$ 60.70                           | \$ 60.70                           | B                    |
| Staff Engineer                         | IV (A)                               | \$ 48.29                           | \$ 53.00                           | B                    |
| Staff Environmental Scientist          | IV (A)                               | \$ 34.45                           | \$ 36.40                           | B                    |
| Staff Field Scientist                  | IV (A)                               | \$ 36.90                           | \$ 40.50                           | B                    |
| Staff Industrial Hygienist             | IV (A)                               | \$ 39.40                           | \$ 39.40                           | B                    |
| Staff Landscape Architect              | IV (A)                               | \$ 40.50                           | \$ 40.50                           | B                    |
| Engineering Designer I                 | III (A)                              | \$ 39.97                           | \$ 48.00                           | B                    |
| Staff Hydrogeologist                   | III (A)                              | \$ 31.80                           | \$ 31.80                           | B                    |
| Architectural Designer II              | III (A)                              | \$ 33.95                           | \$ 34.40                           | B                    |
| Assistant Landscape Architect I        | III (A)                              | \$ 34.50                           | \$ 34.50                           | B                    |
| Assistant Landscape Architect II       | III (A)                              | \$ 33.50                           | \$ 33.50                           | B                    |
| Community Planner II                   | III (A)                              | \$ 31.25                           | \$ 33.00                           | B                    |
| Engineer I                             | III (A)                              | \$ 38.94                           | \$ 40.00                           | B                    |
| Engineer II                            | III (A)                              | \$ 42.40                           | \$ 47.00                           | B                    |
| Environmental Scientist I              | III (A)                              | \$ 26.75                           | \$ 27.50                           | B                    |
| Environmental Scientist II             | III (A)                              | \$ 29.50                           | \$ 30.50                           | B                    |
| Field Scientist I                      | III (A)                              | \$ 26.00                           | \$ 26.00                           | B                    |
| Project Environmental Scientist        | III (A)                              | \$ 32.80                           | \$ 32.80                           | B                    |
| Chief Inspector                        | IV (N)                               | \$ 55.30                           | \$ 56.60                           | C                    |
| Office Engineer                        | IV (N)                               | \$ 53.53                           | \$ 55.60                           | C                    |
| Resident Engineer                      | IV (N)                               | \$ 56.94                           | \$ 76.20                           | C                    |
| Senior Engineering Technician          | IV (N)                               | \$ 46.38                           | \$ 52.00                           | C                    |
| Senior Architectural Technician        | III (N)                              | \$ 28.80                           | \$ 29.00                           | C                    |
| Senior Inspector                       | III (N)                              | \$ 47.44                           | \$ 51.00                           | C                    |
| Construction Management Technician II  | II (N)                               | \$ 43.00                           | \$ 43.00                           | C                    |
| Engineering Technician                 | II (N)                               | \$ 32.73                           | \$ 38.50                           | C                    |
| Environmental Technician               | II (N)                               | \$ 23.00                           | \$ 23.00                           | C                    |
| Industrial Hygienist II                | II (N)                               | \$ 25.60                           | \$ 25.60                           | C                    |
| Industrial Hygienist I                 | II (N)                               | \$ 26.00                           | \$ 26.00                           | C                    |
| Inspector                              | II (N)                               | \$ 39.00                           | \$ 39.00                           | C                    |
| Construction Management Technician I   | I (N)                                | \$ 34.25                           | \$ 34.50                           | C                    |
| Contract Specialist                    | N/A                                  | \$ 44.28                           | \$ 77.50                           | B                    |
| Engineering Aide                       | N/A                                  | \$ 38.90                           | \$ 38.90                           | B                    |
| Intern                                 | N/A                                  | \$ 21.40                           | \$ 22.00                           | B                    |
| Project Administrator                  | N/A                                  | \$ 34.90                           | \$ 41.80                           | B                    |
| Senior Group Technical Assistant       | N/A                                  | \$ 29.82                           | \$ 32.80                           | B                    |
| UAS Operator                           | N/A                                  | \$ 44.00                           | \$ 44.00                           | B                    |

OVERTIME POLICY

Category A - No overtime compensation

BARTON & LOGUIDICE, D.P.C.  
PIN 7807.88

| JOB TITLE                            | ASCE (A)<br>OR<br>NICET (N)<br>GRADE | SECTIONS   |             |        |             |        |             |        |        | TOTAL<br>HOURS | PROJECTED<br>HOURLY<br>RATE | DIRECT<br>TECHNICAL<br>LABOR |
|--------------------------------------|--------------------------------------|------------|-------------|--------|-------------|--------|-------------|--------|--------|----------------|-----------------------------|------------------------------|
|                                      |                                      | 1          | 2           | 3      | 4           | 5      | 6           | 7      | 8      |                |                             |                              |
| Vice President                       | IX                                   | 6          | 16          |        | 4           |        | 16          |        |        | 42             | \$87.95                     | \$3,693.90                   |
| Senior Project Engineer              | V                                    | 8          | 8           |        | 24          |        | 40          |        |        | 80             | \$53.12                     | 4,249.60                     |
| Senior Managing Landscape Architect  | VII                                  | 15         | 8           |        | 12          |        | 24          |        |        | 59             | \$58.50                     | 3,451.50                     |
| Lead Landscape Architect             | VI                                   | 2          | 2           |        |             |        | 24          |        |        | 28             | \$49.50                     | 1,386.00                     |
| Engineer II                          | II/I                                 |            |             |        |             |        | 40          |        |        | 40             | \$42.40                     | 1,696.00                     |
| Engineer I                           | II/I                                 |            | 24          |        |             |        | 40          |        |        | 64             | \$38.94                     | 2,492.16                     |
| Senior Staff Environmental Scientist | V                                    |            | 8           |        | 60          |        | 24          |        |        | 92             | \$38.60                     | 3,551.20                     |
| Senior Engineering Technician        | IV                                   |            |             |        |             |        | 24          |        |        | 24             | \$46.38                     | 1,113.12                     |
| Engineering Designer I               | III                                  |            |             |        |             |        | 8           |        |        | 8              | \$39.97                     | 319.76                       |
| Senior Group Technical Assistant     | N/A                                  |            |             |        |             |        | 8           |        |        | 8              | \$29.82                     | 238.56                       |
|                                      |                                      |            |             |        |             |        |             |        |        |                |                             |                              |
|                                      | TOTAL                                | 31         | 66          | 0      | 100         | 0      | 248         | 0      | 0      | 445            |                             | \$22,191.80                  |
| Direct Salary                        |                                      | \$1,929.16 | \$3,642.52  | \$0.00 | \$4,644.68  | \$0.00 | \$11,975.44 | \$0.00 | \$0.00 |                |                             | \$22,191.80                  |
| OH                                   |                                      | \$3,337.45 | \$6,301.56  | \$0.00 | \$8,035.30  | \$0.00 | \$20,717.51 | \$0.00 | \$0.00 |                |                             | \$38,391.81                  |
| FF                                   |                                      | \$579.33   | \$1,093.85  | \$0.00 | \$1,394.80  | \$0.00 | \$3,596.22  | \$0.00 | \$0.00 |                |                             | \$6,664.20                   |
| Total                                |                                      | \$5,845.93 | \$11,037.93 | \$0.00 | \$14,074.77 | \$0.00 | \$36,289.18 | \$0.00 | \$0.00 |                |                             | \$67,247.81                  |

Exhibit B, Page 1  
 Estimate of Direct Non-Salary Cost  
 -----  
 BARTON & LOGUIDICE, D.P.C.  
 PIN 7807.88

1. Travel, Lodging and Subsistence

|               |       |           |            |    |                   |
|---------------|-------|-----------|------------|----|-------------------|
| Trips to      | trips | miles per |            |    |                   |
| Site/Town     | 10    | 1.5       | miles/trip | 15 |                   |
| Miscellaneous |       |           |            |    |                   |
| Total Mileage |       |           |            | 15 | @ \$0.725 \$10.88 |

TOTAL TRAVEL, LODGING, & SUBSISTENCE **\$11**

2. Reproduction, Drawings & Report

|                      |      |        |     |               |
|----------------------|------|--------|-----|---------------|
|                      |      | Sheets | Set |               |
| Design Report        |      |        |     |               |
| Pre-Draft thru Final | 0.10 | 0      | 0   | \$0.00        |
| Brochure/Handout     | 1.00 | 0      | 0   | 0.00          |
| Miscellaneous        | 0.05 | 0      | 0   | 0.00          |
| Plans/Cross-Sections |      |        |     |               |
| Prints               | 0.20 | 120    | 5   | <u>120.00</u> |

TOTAL DRAWING, REPORT, REPRODUCTION **\$120**

3. Environmental Screenings/Reports **\$0**

4. Mail, Postage & Shipping **\$50**

5. Access for Truss Inspection **\$30,000**

|                                     |                 |
|-------------------------------------|-----------------|
| <b>Total Direct Non-Salary Cost</b> | <b>\$30,181</b> |
|-------------------------------------|-----------------|

Exhibit C  
Summary

-----  
BARTON & LOGUIDICE, D.P.C.  
PIN 7807.88

**.121**  
**TOTAL**

|                                                                                                     |          |
|-----------------------------------------------------------------------------------------------------|----------|
| Item IA, Direct Technical<br>Salaries (estimated)<br>subject to audit                               | \$22,192 |
| Item IB, Direct Technical<br>Salaries Premium Portion<br>of overtime subject to<br>audit (estimate) | \$0      |
| Item II, Direct Non-<br>Salary Cost (estimated)<br>subject to audit                                 | \$30,181 |
| Item II Direct Non-<br>Salary Cost (estimated)<br>subject to audit<br>Subconsultant Cost            | \$0      |
| Item III, Overhead<br>(estimated) subject<br>to audit) (@ 173% Office Rate)                         | \$38,392 |
| Item IV, Fixed<br>Fee (negotiated)                                                                  | \$6,700  |
| <hr/>                                                                                               |          |
| TOTAL ESTIMATED CONSULTANT COST                                                                     | \$97,500 |
| MAXIMUM AMOUNT PAYABLE - Supplemental No. 1                                                         | \$98,000 |

November 2, 2026

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Authorizing the Watertown Fire Department to Apply for Grant Funding Through the Garrett W. Loomis Firefighters Fund for the Purchase of a New Forcible Entry Door Training Simulator

The Garrett W. Loomis Firefighters Fund, administered through the Northern New York Community Foundation, is accepting applications for grants of up to \$10,000 to support fire education and training initiatives in Jefferson, Lewis, and St. Lawrence Counties. The application deadline is November 13, 2026.

The Watertown Fire Department is seeking authorization to apply for funding to purchase a forcible entry door training simulator. Forcible entry is an essential firefighting skill, allowing firefighters to quickly and effectively gain access to buildings during emergency operations. Regular hands-on training is critical to developing and maintaining proficiency in these techniques.

The Fire Department has regularly borrowed forcible entry training simulators from the Town of Watertown and Jefferson County. Although these arrangements have been beneficial, acquiring a dedicated simulator would allow personnel to practice more frequently without depending on the availability of equipment from other agencies.

The department is experiencing significant personnel turnover as veteran firefighters retire and new personnel are hired. A dedicated simulator would be particularly valuable for teaching essential skills to new firefighters and maintaining the proficiency of existing personnel through realistic, repeatable training.

The grant does not require a local match. If the award is less than the total purchase cost, the Fire Department would cover the difference through its existing budget.

Accordingly, a resolution has been prepared for City Council consideration authorizing the Fire Chief to submit an application for up to \$10,000 and authorizing the City Manager or their designee to accept the grant award, if awarded, and execute the necessary documents on behalf of the City of Watertown.

# RESOLUTION

Page 1 of 2

Authorizing the Watertown Fire Department To Apply for Grant Funding Through the Garrett W. Loomis Firefighters Fund for the Purchase of a New Forcible Entry Door Training Simulator

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

| YEA | NAY |
|-----|-----|
|     |     |
|     |     |
|     |     |
|     |     |
|     |     |
|     |     |

**Introduced by** \_\_\_\_\_

WHEREAS the Garrett W. Loomis Firefighters Fund, administered through the Northern New York Community Foundation, provides grant funding to support fire education and training initiatives for fire departments in Jefferson, Lewis, and St. Lawrence Counties, and

WHEREAS the Watertown Fire Department seeks to enhance the training and professional development of its personnel through the acquisition of a forcible entry door training simulator, which will provide realistic, repeatable, hands-on training in essential forcible entry techniques used during emergency operations, and

WHEREAS forcible entry is an essential firefighting skill that enables firefighters to gain access to buildings during emergency incidents, and regular hands-on training is necessary to develop and maintain proficiency in these techniques, and

WHEREAS the Watertown Fire Department has regularly borrowed forcible entry training simulators from the Town of Watertown and Jefferson County, and while these arrangements have provided valuable training opportunities, acquiring a dedicated simulator would allow department personnel to train more frequently without relying on the availability of equipment from other agencies, and

WHEREAS the Fire Department is experiencing personnel turnover as veteran firefighters retire and new personnel are hired, making access to dedicated training equipment particularly valuable for instructing newly hired firefighters in essential firefighting skills and maintaining the proficiency of existing personnel, and

WHEREAS grant funding of up to \$10,000 is available through the Garrett W. Loomis Firefighters Fund to support eligible fire education and training initiatives, with an application deadline of November 13, 2026, and

WHEREAS the grant does not require a local funding match, and any portion of the purchase cost not covered by the grant award would be funded through the Fire Department's existing budget,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of

**RESOLUTION**

Page 2 of 2

Authorizing the Watertown Fire Department  
To Apply for Grant Funding Through the  
Garrett W. Loomis Firefighters Fund for the  
Purchase of a New Forcible Entry Door  
Training Simulator

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

| YEA | NAY |
|-----|-----|
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|     |     |

Watertown hereby authorizes the Watertown Fire Department to submit an application for grant funding of up to \$10,000 through the Garrett W. Loomis Firefighters Fund for the purchase of a forcible entry door training simulator, and

BE IT FURTHER RESOLVED that the Fire Chief is hereby authorized and directed to prepare, execute, and submit the grant application and any related application materials on behalf of the City of Watertown, and

BE IT FURTHER RESOLVED that, in the event the grant is awarded, the City Manager or their designee is hereby authorized to accept the grant award and execute any necessary documents associated with the grant, and

BE IT FURTHER RESOLVED that any portion of the purchase cost exceeding the grant award shall be funded through the Watertown Fire Department's existing budget.

***Seconded by*** \_\_\_\_\_

Res No. 9

November 2, 2026

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Readopting Fiscal Year 2026-27 General Fund Budgets to Eliminate and Add Certain Positions in the Police Department

The Police Chief is recommending the following position change be made to the adopted budget to better reflect the current employee's duties and responsibilities in the position.

The Fiscal Year 2026-27 General Fund Budget included a Secretary position within the Police Department's budget. This position is proposed to be eliminated and replaced by a Principal Account Clerk position.

The attached resolution re-adopts the Fiscal Year 2026-27 General Fund Budget to modify the approved positions in the Police Department.

**RESOLUTION**

Page 1 of 1

Readopting Fiscal Year 2026-27 General  
Fund Budgets to Add and Eliminate Certain  
Positions in the Police Department

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr., Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

| YEA | NAY |
|-----|-----|
|     |     |
|     |     |
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|     |     |

***Introduced by*** \_\_\_\_\_

WHEREAS on May 21, 2026 the City Council passed a resolution adopting the Budget for Fiscal Year 2026-27, of which \$61,715,140 was appropriated for the General Fund, and

WHEREAS the FY 2026-27 General Fund Budget for the Police Department included the position of Secretary, and

WHEREAS the Police Chief recommends the elimination of the Secretary position and the addition of a Principal Account Clerk to better reflect what the current employee in the position duties and responsibilities are,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the elimination and creation of the following positions within the respective Fund and Department.

GENERAL FUND:

Police Department (A.3120.0120)

Eliminate

Secretary

Add

Principal Account Clerk

And,

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby makes the following changes to the Fiscal Year 2026-27 General Fund Budget to fund the change in positions:

|             |                          |               |
|-------------|--------------------------|---------------|
| A.1990.0430 | Contingency              | (\$3,150)     |
| A.3120.0120 | Police – Clerical        | \$ 2,410      |
| A.3120.0810 | Police – NYS Retirement  | \$ 550        |
| A.3120.0830 | Police – Social Security | <u>\$ 190</u> |
| Total       |                          | <u>\$ -</u>   |

***Seconded by*** \_\_\_\_\_

November 2, 2026

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of a 1.7-acre section of 465 Flower Avenue West, Parcel Number 14-42-101.000 from Residential to Neighborhood Mixed Use

Jake Johnson of Ives Hill Country Club 465, LLC has submitted the subject request to change the approved Zoning Classification of a 1.7-acre section of 465 Flower Avenue West, Parcel Number 14-42-101.000 from Residential to Neighborhood Mixed Use (NMU).

The Planning Commission reviewed the request at its October 6, 2026, meeting and defeated a motion recommending that City Council change the approved zoning classification as requested. Attached are the complete Zone Change application, Staff's report to the Planning Commission and copy of the Planning Commission's meeting minutes.

Additionally, the City has received the attached petition signed by nearby property owners opposing the requested Zone Change. The signatories represent over 20 percent of the land area directly across Flower Avenue West and Ives Street from the land proposed to be rezoned.

Section 83 of New York State General City Law requires that a zoning amendment shall require the approval of at least three-fourths of the members of the council in the event such amendment is the subject of a written protest, presented to the council and signed by the owners of twenty percent or more of the area of land directly opposite thereto, extending one hundred feet from the street frontage of such opposite land. Chapter § 310-156 of the City of Watertown Zoning Ordinance further states that "such amendment shall not become effective except by the favorable vote of at least a super majority members of the City Council."

The signatures on the petition represent land area that exceeds the 20 percent threshold, thus requiring the three-fourths vote. Since the City of Watertown's City Council is made up of five members, it requires four "Yes" votes to reach the three-fourths majority cited in New York State law.

The City Council has scheduled a public hearing on the ordinance for 7:15 p.m. on Monday, November 2, 2026. Staff has also prepared a SEQRA resolution for City Council consideration at that meeting. The Council must hold the public hearing **and** adopt the SEQRA Resolution before voting on the Zone Change Ordinance.



# MEMORANDUM

CITY OF WATERTOWN, NEW YORK  
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT  
245 WASHINGTON STREET, ROOM 305, WATERTOWN, NY 13601  
PHONE: 315-785-7741 – FAX: 315-782-9014

TO: Planning Commission Members

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

PRIMARY REVIEWER: Geoffrey Urda, Senior Planner

SUBJECT: Zone Change – A portion of **465 Flower Avenue West**, Parcel Number 14-42-101.000

DATE: October 1, 2026

---

**Request:** To Change the Approved Zoning Classification of a 1.7-acre section of 465 Flower Avenue West, Parcel Number 14-42-101.000, from Residential to Neighborhood Mixed Use (NMU)

**Applicant:** Ives Hill Country Club 465, LLC

**Owner(s):** Ives Hill Country Club 465 Inc.

**SEQRA:** Unlisted

**County Review:** No

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**Comments:** The applicant seeks to rezone an approximately 1.7-acre section of the parcel at 465 Flower Avenue West from Residential to Neighborhood Mixed Use (NMU) at the northwest corner of the property, at the southeast corner of the intersection of Ives Street and Flower Avenue West. If the subject land is rezoned, the applicant has communicated to Staff an intent to apply for Subdivision Approval to create a new parcel and remedy what would temporarily be a split-zoned parcel.

The full subject parcel contains six of the nine holes of the Ives Hill Golf Course, as well as the practice putting green, clubhouse and parking lot. The approximately 1.7-acres of land proposed for rezoning contains the clubhouse building and the parking lot.

The clubhouse building contains Bad Apple Social at Ives, a restaurant that operates as an accessory use to the golf course. The Residential Zoning District allows golf courses but does not allow restaurants. Bad Apple Social at Ives operates as a legal accessory use so long as the golf course remains in operation. If the requested rezoning was granted (i.e. the clubhouse and parking lot were rezoned to NMU), the restaurant would become a use-by-right, independent of the golf course.

**Existing Conditions:** The subject parcel is bounded entirely by Ives Street on the West, across which sit the other three holes of the course, four single-family residential dwellings and the parking lot and rear entrance to the former St. Patrick's Intermediate School property. To the north, the subject parcel fronts on Flower Avenue West in two different segments, between which are three single-family residential dwellings that the golf course parcel wraps around. The subject parcel abuts single family residential properties along its entire south and east boundaries, except for 825 feet of the eastern property line where it abuts the Sisters of the Precious Blood.

As discussed above, the Zone Change application only applies to approximately 1.7 acres at the northwest corner of the golf course parcel. There are five single-family residential dwellings, across Flower Avenue West from the clubhouse and parking lot. The land owned by St. Patrick's is across Ives Street from the section proposed for rezoning.

**Zoning and the Comprehensive Plan:** The City's adopted Comprehensive Plan recommends the future land use for this area as Residential Low Density. The Comprehensive Plan envisions the Residential Low Density character area as follows:

***Residential Low Density:*** "These are low density residential areas where the primary use is single and two-family homes. Lot sizes vary from medium to large. Streets are lined with sidewalks and there is ample greenery. Homes are set back from the sidewalk with front yards and parking is at the side or behind but never in the front yard."

The Residential District only allows Single- and Two-Unit Dwellings, as well as other limited and generally benign uses, including golf courses. By contrast, the NMU District allows more intense residential, commercial, retail, office and automotive uses that the Residential District excludes, and which are inconsistent with the future land use vision above.

Beyond foodservice uses such as "Bar/Restaurant/Café/Brewpub" and "Brewery/Distillery/Winery (Micro)," the NMU District also allows multiple automotive uses, including, but not limited to, "Auto Repair," "Car Washes" and "Fuel/Convenience Station."

The proposed Zone Change is not in harmony with the Comprehensive Plan. Accordingly, Staff does not recommend approval.

In addition, in weighing its recommendation to City Council, the Planning Commission should consider the following discussion of spot zoning contained in the James A. Coon Local Government Technical Series, as published by the New York State Department of State:

*"Spot zoning refers to the rezoning of a parcel of land to a use category different from the surrounding area, usually to benefit a single owner or a single development interest. Size of the parcel is relevant, but not determinative. Illegal spot zoning occurs whenever "the change is other than part of a well-considered and comprehensive plan calculated to serve the general welfare of the community."*

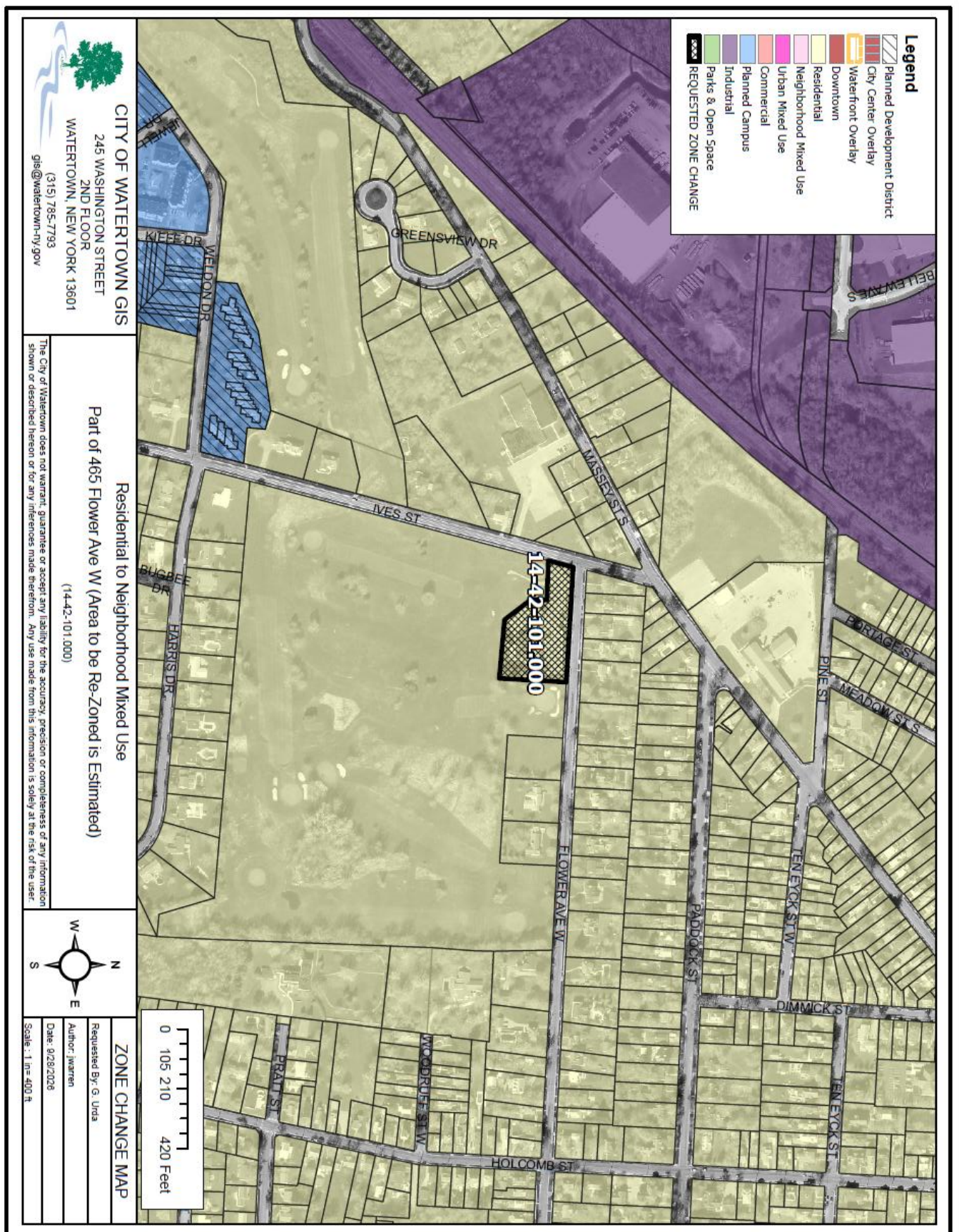
The Commission should give particular weight to the relationship of the requested rezoning with the Comprehensive Plan and whether the rezoning would benefit the entire community or a single owner or development interest.

**Zoning – Lot Dimensions:** Section 310-21 (E)(4)(B) of the Zoning Ordinance limits newly created lots in an NMU District to a maximum 100-foot lot width. The new parcel that the applicant proposes to create if the land encompassing the clubhouse and parking lot were rezoned would be over 400 feet wide, as measured by frontage on Flower Avenue West. Creating a nonconforming lot could be legal only with the benefit of an Area Variance granted by the Zoning Board of Appeals (ZBA). The applicant would need to apply for and obtain the Area Variance prior to applying for Subdivision Approval.

**SEQR:** The applicant has submitted a State Environmental Quality Review (SEQR) Short Environmental Assessment Form (EAF) as part of the application for the Zone Change. The City Council, as the lead agency, will complete Part 2 of the EAF and make a determination of significance.

**Planning Commission Action:** For zone changes, the Planning Commission is responsible for making a recommendation to the City Council. The City Council will then vote on the Zone Change after holding a public hearing.

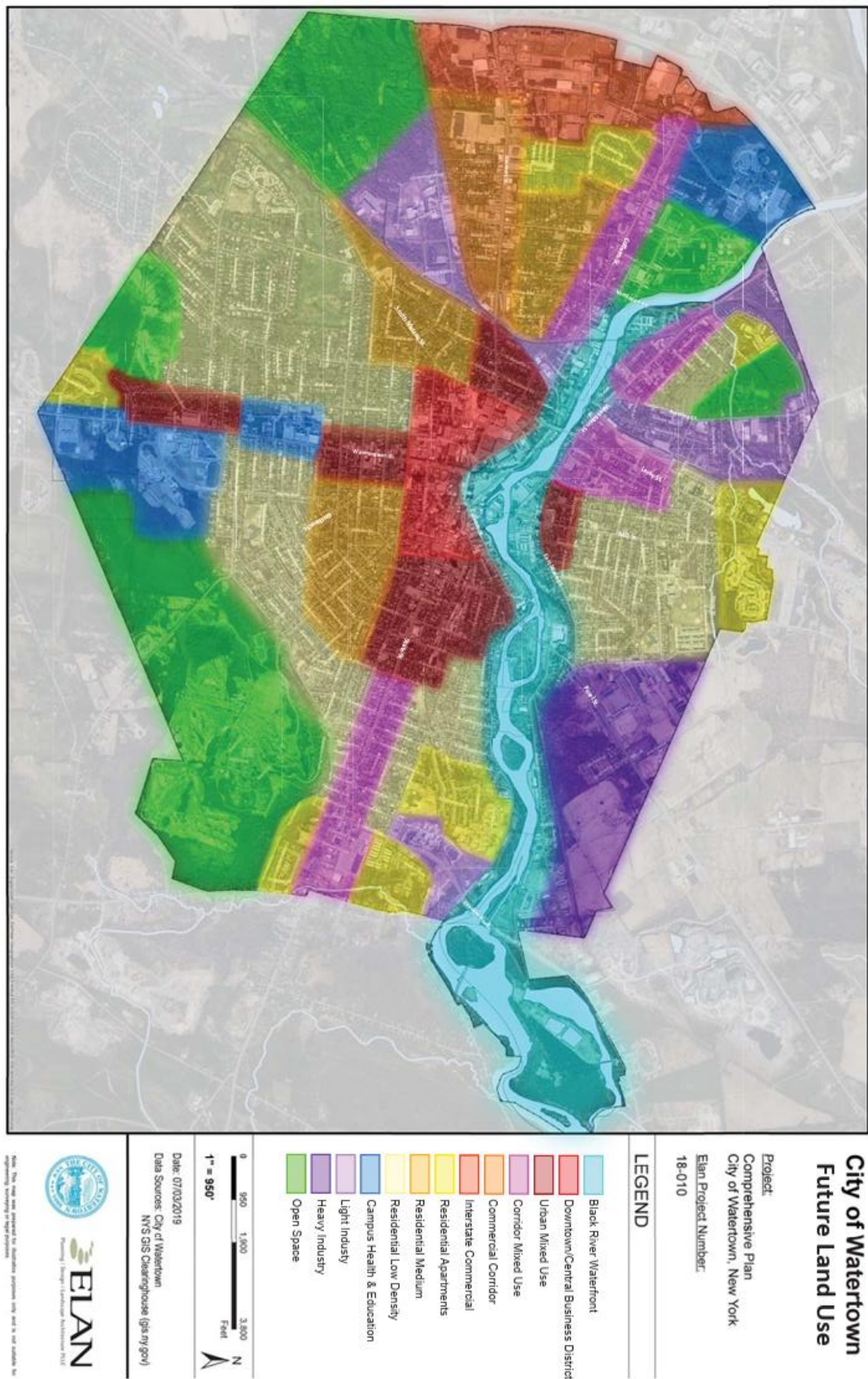
cc: City Council Members  
Thomas Compo, P.E., City Engineer



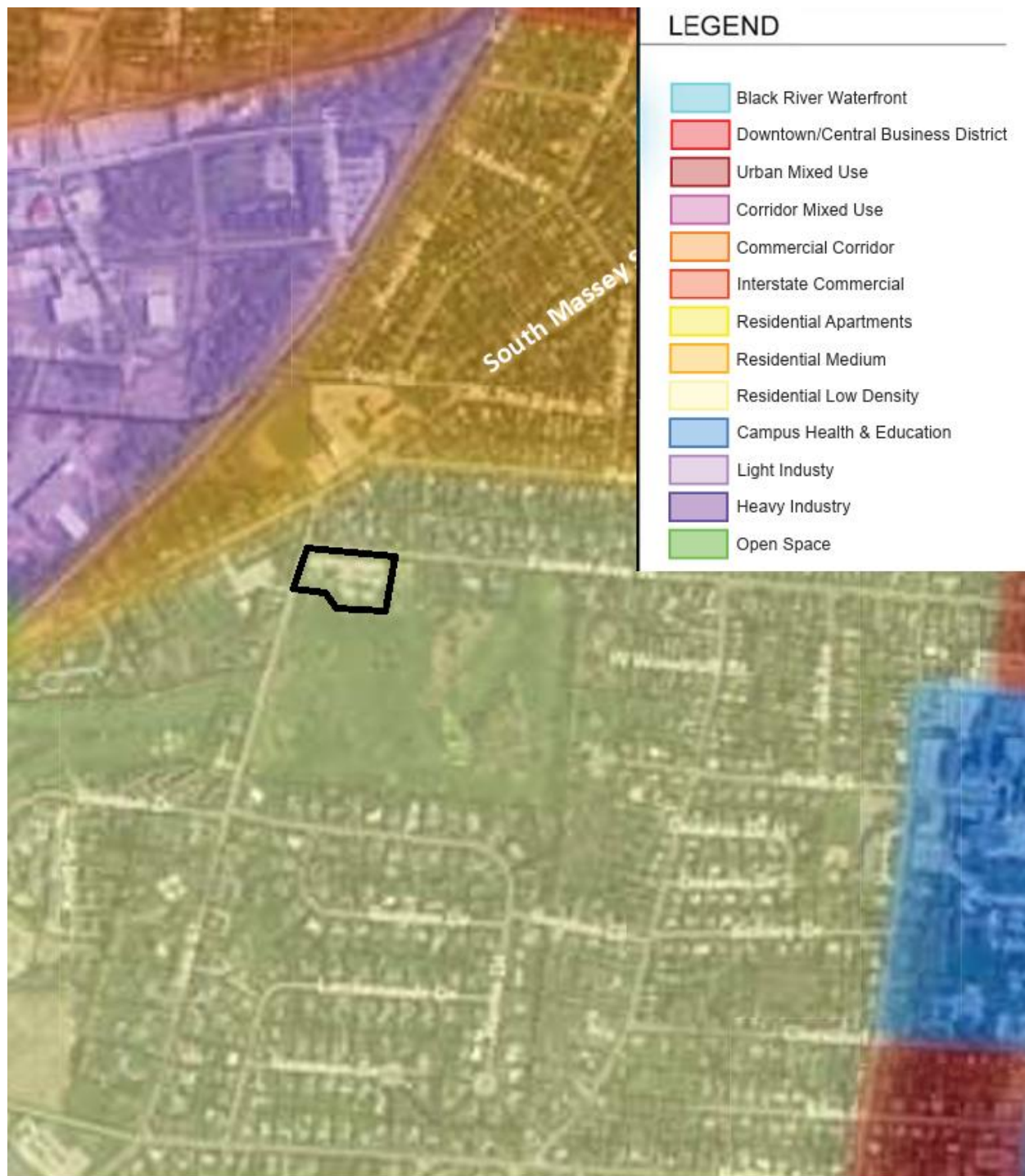
**Above:** A map depicting the Zone Change request area and the surrounding zoning.



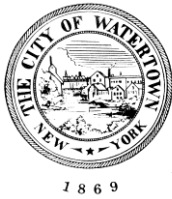
**Above:** A satellite map depicting the Zone Change request area and the surrounding land.



**Above:** The Future Land Use Map in the City’s adopted Comprehensive Plan.



**Above:** A view of the Future Land Use Map in the City's adopted Comprehensive Plan, zoomed in to the immediate vicinity of the land proposed for rezoning. The black polygon approximates the 1.7-acre section of land that the applicant proposes to rezone to Neighborhood Mixed Use (NMU). The light beige color represents the Residential Low Density Future Land Use Character Area that the subject parcel sits entirely within. The orange area to the northwest between Massey Street S and the railroad tracks represents Residential Medium.



# CITY OF WATERTOWN, NEW YORK

## CITY PLANNING COMMISSION

ROOM 305, WATERTOWN CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

(315) 785-7741

MEETING: October 6, 2026

PRESENT:

Michelle Capone, Chair

Linda Fields

Maryellen Blevins

Peter Monaco

Scott Garrabrant

ALSO:

Michael A. Lumbis, Planning and Community  
Development Director

Geoffrey T. Urda, Senior Planner

Joseph Albinus, Planner

Angela Gorman, Secretary

Joseph Frateschi, City Attorney

ABSENT:

Lynn Godek

Planning Commission Chairperson, Michelle Capone, called the October 6, 2026, Planning Commission meeting to order at 5:15 p.m. The Commission reviewed the minutes of the September 1, 2026, meeting. A correction was identified under site plan approval, changing a repeated word. Ms. Capone asked for a motion regarding the minutes of the September 1, 2026, meeting. Linda Fields made a motion to accept the minutes with the suggested edit, and otherwise as written. Maryellen Blevins seconded the motion, and all voted in favor.

### **ZONE CHANGE REQUEST – A PORTION OF 465 FLOWER AVENUE WEST, PARCEL NUMBER 14-42-101.000**

The Planning Commission then considered a request submitted by Jake Johnson, on behalf of Ives Hill Country Club 465 LLC to change the approved zoning classification of a 1.7-acre portion of 465 Flower Avenue West, Parcel Number 14-42-101.000 from Residential to Neighborhood Mixed Use (NMU). The area involved in the requested Zone Change includes the clubhouse and parking lot, including the restaurant inside the clubhouse.

Chair Capone began by explaining that the Planning Commission would make a recommendation only, and that the City Council was the body with the legal authority to approve or deny the Zone Change. She said that City Council would also conduct the formal public hearing, and act as lead agency for SEQRA review. Although no Planning Commission public hearing was required, public comments were invited at the meeting under a three-minute guideline.

Chair Capone explained that the restaurant presently operates as an accessory use to the golf course, which is the primary permitted use. The adopted Comprehensive Plan envisions the area as part the Low Density Residential future land use character area. Ms. Capone stated that the Residential Zoning District implements that vision, while allowing limited compatible uses, including golf courses.

She then described the range of uses that the NMU Zoning District permits, including automobile repair, car washes, and fuel/convenience stations. Staff's memorandum to the Planning Commission advised that the proposed Zone Change was not in harmony with the Comprehensive Plan. Chair Capone also raised potential spot-zoning concerns, emphasizing the need to consider whether a rezoning serves the community's general welfare rather than a single ownership interest.

Chair Capone then opened the floor to comments from those in attendance, asking that speakers state their name and address for the record.

Marcia Rittenhouse, 744 Massey St. South, expressed appreciation for Mr. Johnson's improvements but opposed the rezoning. She was concerned that the new classification could allow uses such as a gas station and alter the longstanding residential character of Flower Avenue West. She referenced an earlier unsuccessful rezoning effort in the vicinity.

Chair Capone reported that the City had received written comments from Alaina and Marcus Martin opposing the change and from Dave and Patty Johnson supporting it.

John Doldo III, 439 Harris Drive, also speaking as attorney-in fact for his mother, Patricia B. Doldo, opposed the proposed change. He urged recognition of privately maintained recreational facilities as community assets, noting that owners make substantial investments that benefit residents. He expressed hope that assistance could be found to preserve the golf course.

Mrs. Rittenhouse asked about the five-to-ten-year plan for the golf course and why a rezoning was being sought if no development was proposed. Chair Capone stated that the owner could address questions about his long-term plans and invited Mr. Johnson to explain the application.

Mr. Johnson thanked the neighbors for attending and described Ives Hill as a historic golf course dating to 1897. He said his intention was to preserve the golf course and restaurant, not pursue immediate redevelopment. He explained that he and his family personally carry substantial debt and operating expenses and that the present financial structure is difficult to sustain. He estimated an annual loss of approximately \$100,000 to \$150,000, with significantly invested cash and debt, and said he was seeking a practical way to maintain operations for another five to ten years.

Mr. Johnson explained that the golf course and clubhouse/restaurant are currently tied together financially because they are on a single tax parcel. Separating the approximately 1.7-acre restaurant into its own parcel could allow debt and financing to be allocated specifically to that property, support a longer-term lease, or potentially allowing a sale to an owner-operator with a direct stake in the business. He expressed concern that if the golf course ceased operating, the restaurant, as an accessory use, could lose its ability to operate independently. He characterized the requested change as a way to protect both operations from that outcome.

Mr. Johnson said he was willing to accept recorded deed restrictions limiting future uses to a restaurant and potentially offices, rather than the full range of NMU uses. He specifically disclaimed interest in car dealerships, car washes, fuel stations, and other retail uses. He said he had previously commissioned conceptual work for a Planned Development District (PDD), but that process would require more time and money and would likely involve a broader development

proposal than the limited financial restructuring he was seeking. He reiterated that his present intent was to keep the course and clubhouse operating substantially as they are.

Chair Capone asked whether a PDD would be a feasible path to achieving the same outcome. Senior Planner Geoffrey Urda explained that a PDD can include multiple parcels with separately specified permitted uses; for example, the golf course could remain a golf course while a separate clubhouse parcel could be authorized for a restaurant and perhaps offices. Planning Director Michael Lumbis said a PDD should be based on an overall plan for the entire site and can later be amended. Linda Fields referenced the previously amended PDD in the Home Depot/Cracker Barrel area as an example.

Scott Garrabrant asked Mr. Johnson to explain the financial benefit of separating the parcels in simpler terms. Mr. Johnson described the potential to attract a committed owner-operator, negotiate a longer lease, improve financing, and reduce the risk that difficulties with one business would automatically jeopardize the other. Chair Capone clarified that under the current accessory-use arrangement, cessation of the golf course would create a zoning problem for the restaurant, as a stand-alone restaurant is not an allowed use in the Residential Zoning District.

Commission members discussed the possibility of future owners changing the restaurant to another use. Mr. Johnson reiterated his willingness to impose deed restrictions. City Attorney Joseph Frateschi explained that City Council could condition a Zone Change on recorded restrictive covenants, potentially running with the land and enforceable by the City. He also noted that a substantial future site alteration, such as a new drive-through restaurant, could require site plan review, including traffic considerations. Peter Monaco raised the example of a future fast-food restaurant and asked about current operating hours; Mr. Johnson estimated closing around 9:00 or 10:00 p.m., subject to exceptions.

Mr. Urda distinguished a restrictive covenant from a PDD, specifying that a covenant could prohibit certain uses but may require court action to enforce, while a PDD would affirmatively establish the permitted use in the zoning itself.

Mr. Urda then explained that spot zoning depends on whether the Zone Change advances the vision in the Comprehensive Plan and the general interests of the community, not simply whether a parcel is rezoned differently from adjacent land. Linda Fields and other members expressed concern about potential spot zoning. Chair Capone reminded the Commission that the application before it was the requested NMU change, not a PDD application.

Mrs. Rittenhouse returned to express concern that the proposal to separate the restaurant parcel might signal an eventual sale or change in the golf course property. Chair Capone clarified that public comment was not intended as a direct question-and-answer exchange with the applicant and suggested that detailed questions for Mr. Johnson be addressed separately.

John Doldo III spoke again, describing the potential financial motivations for separating a parcel. He suggested considering restrictions both on the restaurant parcel and on continued golf course use. He reiterated that the golf course provides a public benefit despite private ownership and suggested tax relief as one way to support its preservation. He remained opposed to the requested Zone Change.

Marcia Pistner, 418 Flower Avenue West, commended Mr. Johnson's work and acknowledged the financial difficulty of operating the course. She nevertheless opposed rezoning, describing it as a "slippery slope" that might allow future commercial uses despite proposed deed restrictions. She supported preserving the golf course and restaurant but not changing the zoning.

Rita Gefell, 482 Flower Avenue West, stated that she had lived near the property for 38 years. She expressed sympathy for the applicant's financial losses but opposed the Zone Change, citing the established residential character of the neighborhood and the possibility of a different restaurant operator or format in the future.

Susan Johnson, 341 Flower Avenue West, opposed the request, stating that the surrounding area is residential and that a Zone Change could adversely affect Flower Avenue West, Ives Street, and Harris Drive. She distinguished the proposed change from the proposed educational use at the former St. Patrick's School.

Chair Capone requested a motion to recommend the requested zone change to City Council. A motion was made by Linda Fields to recommend that City Council change the approved zoning classification of a 1.7-acre portion of 465 Flower Avenue West, Parcel Number 14-42-101.000 from Residential to Neighborhood Mixed Use (NMU). Maryellen Blevins seconded the motion, and all voted in opposition.

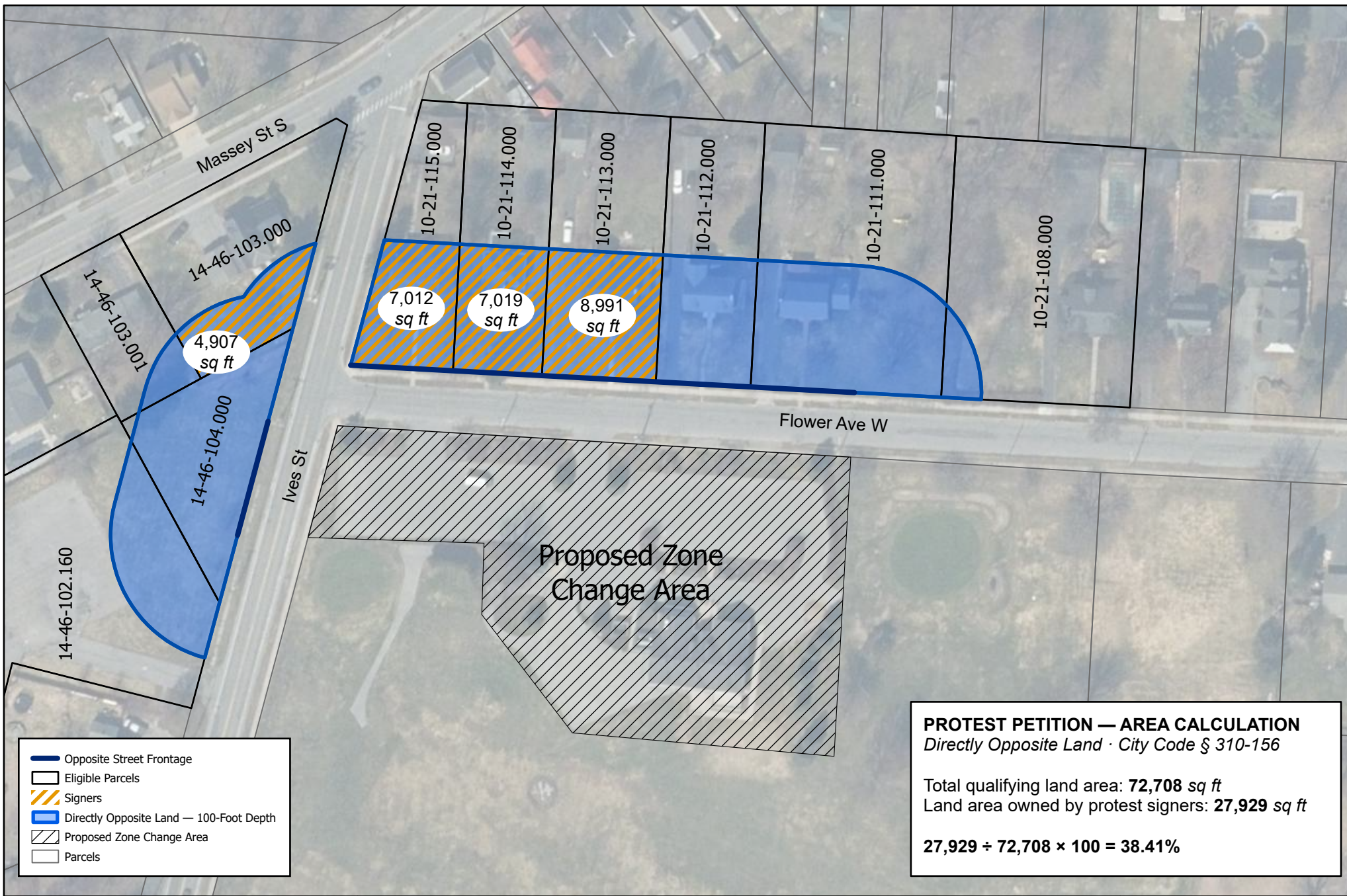
Chair Capone announced that with the preceding vote, the Commission is not recommending that the City Council approve the requested Zone Change. Chair Capone cited concern that the change could be perceived as spot zoning while expressing support for the applicant's efforts to preserve Ives Hill and encouraging further discussions with City Staff about alternatives.

Mr. Lumbis indicated that City Council was expected to schedule the public hearing during its October 19, 2026, meeting for November 2, 2026, at 7:15 p.m. This was an anticipated schedule and could be subject to change.

There being no further business, Mr. Monaco moved to adjourn the meeting. Ms. Blevins seconded the motion, and all voted in favor. The meeting was adjourned at **5:59 p.m.**

Respectfully submitted,

Angela Gorman, Secretary

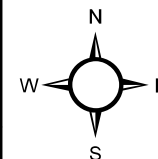


**CITY OF WATERTOWN GIS**  
 245 WASHINGTON STREET  
 2ND FLOOR  
 WATERTOWN, NEW YORK 13601  
 (315) 785-7793  
 gis@watertown-ny.gov

## 465 Flower Avenue West

### Zone Change Protest Petition

The City of Watertown does not warrant, guarantee or accept any liability for the accuracy, precision or completeness of any information shown or described hereon or for any inferences made therefrom. Any use made from this information is solely at the risk of the user.



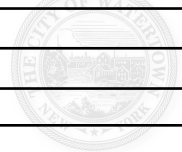
465 Flower Avenue West

Requested By:

Author: mowen

Date: 10/23/2026

Scale : 1 in= 100 ft



**FORMAL PROTEST PETITION AGAINST PROPOSED ZONING AMENDMENT**

**To:** Mayor, City Council Members and Clerk of the City Watertown, New York  
**Regarding:** Zoning Classification Change Amendment/Application  
**Subject Property:** Portion (1.7 Acres) 465 Flower Avenue West, Parcel Number 14-42-101.000

I/We, the undersigned property owner(s), do formally protest and oppose the proposed amendment to change the zoning classification of the subject property above from Residential to Neighborhood Mixed Use (NMU).

I/We file this protest pursuant to New York State General City Law Section 83 noting that this petition represents owner(s) that are directly opposite thereto, extending 100 feet from the street frontage of such opposite land.

I/We request that any approval of this rezoning requires an affirmative supermajority vote of the City of Watertown Mayor and Council members.

|                                          |                                       |                             |
|------------------------------------------|---------------------------------------|-----------------------------|
| <u>Robert Gefell</u>                     | <u>[Signature]</u>                    | <u>10/17/26</u>             |
| <u>Rita Gefell</u>                       | <u>[Signature]</u>                    | <u>10/17/26</u>             |
| <b>Printed Name of Property Owner(s)</b> | <b>Signature of Property Owner(s)</b> | <b>Date</b>                 |
| <u>482 Flower Ave W</u>                  |                                       | <u>10-21-115.000</u>        |
| <b>Property Address</b>                  |                                       | <b>Tax Parcel/ID Number</b> |
| <u>40 &amp; 5 MASSEY ST</u>              | <u>[Signature]</u>                    | <u>10/17/26</u>             |
| <u>Kyle Fell</u>                         | <u>[Signature]</u>                    | <u>10/17/26</u>             |
| <u>Emily Fell</u>                        |                                       | <u>14-46-103.000</u>        |



**FORMAL PROTEST PETITION AGAINST PROPOSED ZONING AMENDMENT**

To: Mayor, City Council Members and Clerk of the City Watertown, New York  
Regarding: Zoning Classification Change Amendment/Application  
Subject Property: Portion (1.7 Acres) 455 Flower Avenue West, Parcel Number 14-42-101.000

I/We, the undersigned property owner(s), do formally protest and oppose the proposed amendment to change the zoning classification of the subject property above from Residential to Neighborhood Mixed Use (NMI).

I/We file this protest pursuant to New York State General City Law Section 83 noting that this petition represents owner(s) that are directly opposite thereto, extending 100 feet from the street frontage of such opposite land.

I/We request that any approval of this rezoning requires an affirmative supermajority vote of the City of Watertown Mayor and Council members.

|                                   |                                |                      |
|-----------------------------------|--------------------------------|----------------------|
| <u>Angela Bracks-Jones</u>        | <u>[Signature]</u>             | <u>10/21/20</u>      |
| Printed Name of Property Owner(s) | Signature of Property Owner(s) | Date                 |
| <u>455 Flower Ave West</u>        | <u>Watertown, NY 13601</u>     | <u>10-21-119-000</u> |
| Property Address                  |                                | Tax Parcel/ID Number |

\\ntic\city\clerk\respon\2010\1020\17

**FORMAL PROTEST PETITION AGAINST PROPOSED ZONING AMENDMENT**

**To:** Mayor, City Council Members and Clerk of the City Watertown, New York  
**Regarding:** Zoning Classification Change Amendment/Application  
**Subject Property:** Portion (1.7 Acres) 465 Flower Avenue West, Parcel Number 14-42-101.000

I/We, the undersigned property owner(s), do formally protest and oppose the proposed amendment to change the zoning classification of the subject property above from Residential to Neighborhood Mixed Use (NMU).

I/We file this protest pursuant to New York State General City Law Section 83 noting that this petition represents owner(s) that are directly opposite thereto, extending 100 feet from the street frontage of such opposite land.

I/We request that any approval of this rezoning requires an affirmative supermajority vote of the City of Watertown Mayor and Council members.

|                                          |                                       |                 |
|------------------------------------------|---------------------------------------|-----------------|
| <u>Spencer Pierce</u>                    | <u>[Signature]</u>                    | <u>10/17/26</u> |
| <u>Stephanie Pierce</u>                  | <u>[Signature]</u>                    | <u>10/17/26</u> |
| <b>Printed Name of Property Owner(s)</b> | <b>Signature of Property Owner(s)</b> | <b>Date</b>     |

|                                                 |                             |
|-------------------------------------------------|-----------------------------|
| <u>474 Flower Ave West, Watertown, NY 13601</u> | <u>10-21-113.000</u>        |
| <b>Property Address</b>                         | <b>Tax Parcel/ID Number</b> |

**Fairway West Townhomes  
522 Weldon Drive - Unit C2  
Watertown, NY 13601-4066**

**To:** Michael Lumbis, Planning & Community Development Director/  
Geoffrey Urda, Senior Planner  
**From:** Jean Bilow, President - Fairway West Association  
**Date:** October 23, 2026  
**Petitions:** Supermajority Council IHCC Zoning Vote Request

This submission is in follow-up to a meeting at City Planning 10/13/26, as well as several ensuing e-mail communications. Four (4) proximal property owner petitions have been obtained protesting and in opposition to a proposed Ives Hill Country Club (IHCC) request for a zoning change of the restaurant and parking to Neighborhood Mixed Use.

For property Owners directly opposite and extending 100' from the street frontage, the petitions include the following –

- **Robert & Rita Gefell** - 482 Flower Ave. W. **Signed Petition** attached.
- **Ariana Brooks – James & Kathleen Brooks** - 478 Flower Ave. W. **Signed Petitions** attached; 2 sheets. Versions are scanned and e-mail returned editions. If needed, a request will be made to mail the originals directly by USPS to City of Watertown Planning. Owner is currently residing in PA.
- **Spencer & Stephanie Pierce** - 474 Flower Ave. W. **Signed Petition** attached.
- **Kyle & Emily Fell** - 701 Massey St. S. **Signed Petition** attached. Are on the same petition as Gefells.

Contact will be maintained with the Planning Department as indicated prior to the 11/02/26 Public Hearing and City Council meeting. Should there be any questions or a need for additional information, I may be reached at (315)783-4114 (C), [bilowjean@gmail.com](mailto:bilowjean@gmail.com) or mailing to the above address.

Thank you.



September 11, 2026

Mr. Michael A. Lumbis, Planning and Community Development Director  
City of Watertown  
245 Washington Street, Room 305  
Watertown, NY 13601

Re: Ives Hill Country Club  
Subj: Proposed Subdivision and Zoning Change

Dear Mr. Lumbis:

Ives Hill Country Club 465, LLC (Applicant) is requesting a zoning change for a portion of the Ives Hill Country Club property located at 465 Flower Avenue West (Tax Parcel ID No. 14-42-101), on the east side of Ives Street in the City of Watertown, Jefferson County, New York.

The property is currently zoned Residential (R). We are proposing to subdivide an approximately 1.7-acre portion of the property containing the existing clubhouse/restaurant building, parking area, access from Flower Avenue West, and associated site amenities from the remaining golf course property. The requested zoning change would apply only to the proposed clubhouse/restaurant parcel, changing its designation from Residential (R) to Neighborhood Mixed Use (NMU). The existing restaurant currently operates as an accessory use to the golf course, and the requested NMU zoning would allow it to continue as a principal use following subdivision.

The proposed subdivision and zoning change will not result in any change to the existing use of the property. The restaurant/clubhouse and golf course will continue to operate in their existing locations and manner, with no new construction, expansion, or change in use proposed. The remaining golf course property will retain its existing zoning and use. The separate golf course property west of Ives Street is not part of this application.

The requested zoning change would place the longstanding restaurant/clubhouse use within a district that more appropriately accommodates its existing function. The NMU District allows restaurant uses subject to Special Use Permit review. If the zoning change is approved, we intend to proceed with the required subdivision and Special Use Permit review processes. As discussed, the enclosed subdivision sketch illustrates the proposed parcel configuration.

Enclosed please find the following materials comprising the zoning change application:

| List of Attachments |
|---------------------|
| Cover Letter        |

Mr. Michael A. Lumbis, Planning and Community Development Director  
City of Watertown  
September 11, 2026  
Page 2



Enclosed please find the following materials comprising the zoning change application:

| List of Attachments                               |
|---------------------------------------------------|
| Cover Letter                                      |
| Property Deeds/Metes and Bounds Descriptions      |
| Tax Map                                           |
| Part 1 of the Short Environmental Assessment Form |
| Proposed Subdivision Sketch                       |

We respectfully request placement on the agenda for the next available Planning Commission meeting on October 6, 2026, to review the proposed zoning change. If you have any questions regarding the enclosed application materials, please contact me.

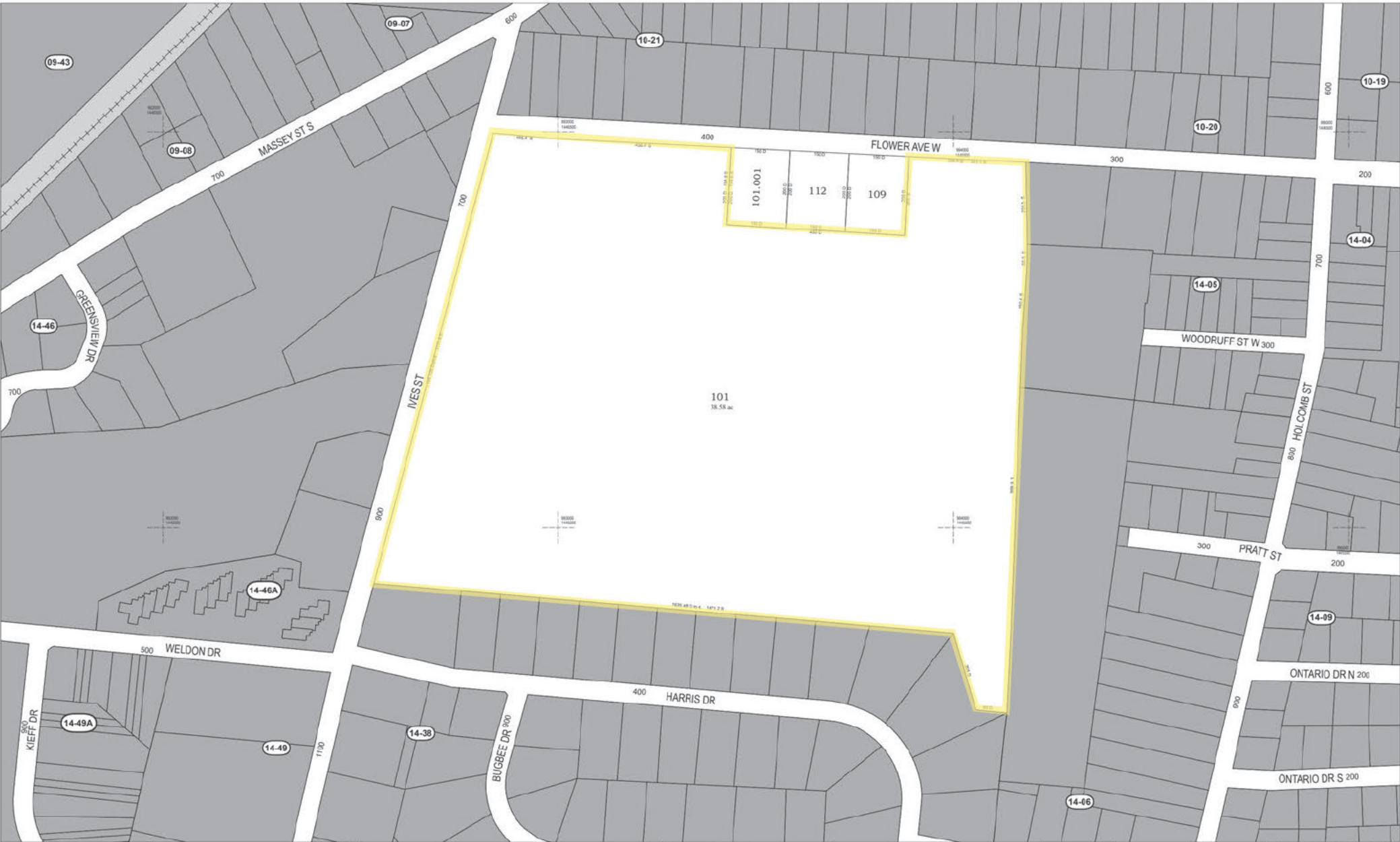
Sincerely,

A handwritten signature in black ink, appearing to read 'Jake Johnson', written over a horizontal line.

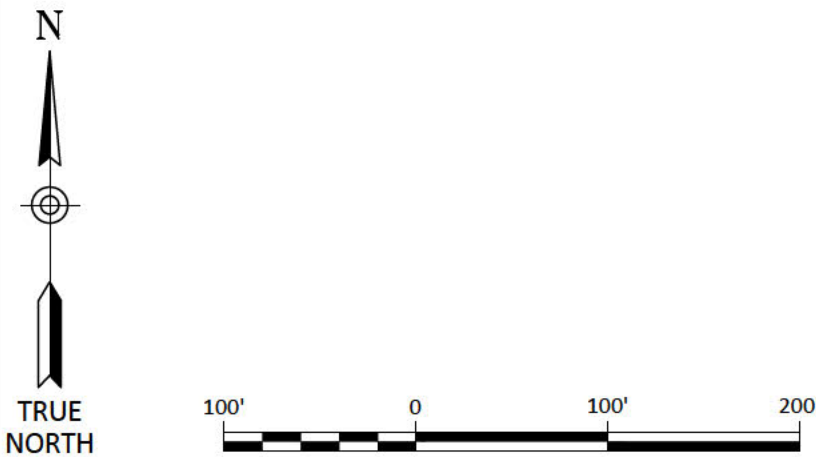
Jake Johnson  
Ives Hill Country Club 465, LLC

cc: Kayla Kibling (Barton & Loguidice, D.P.C.)

Attachments

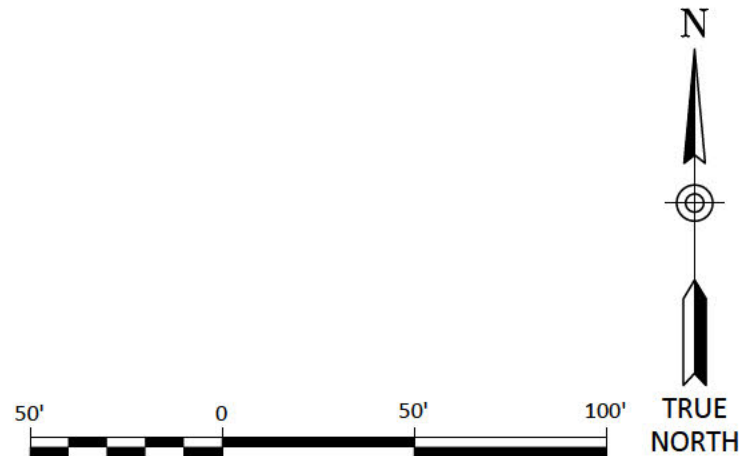
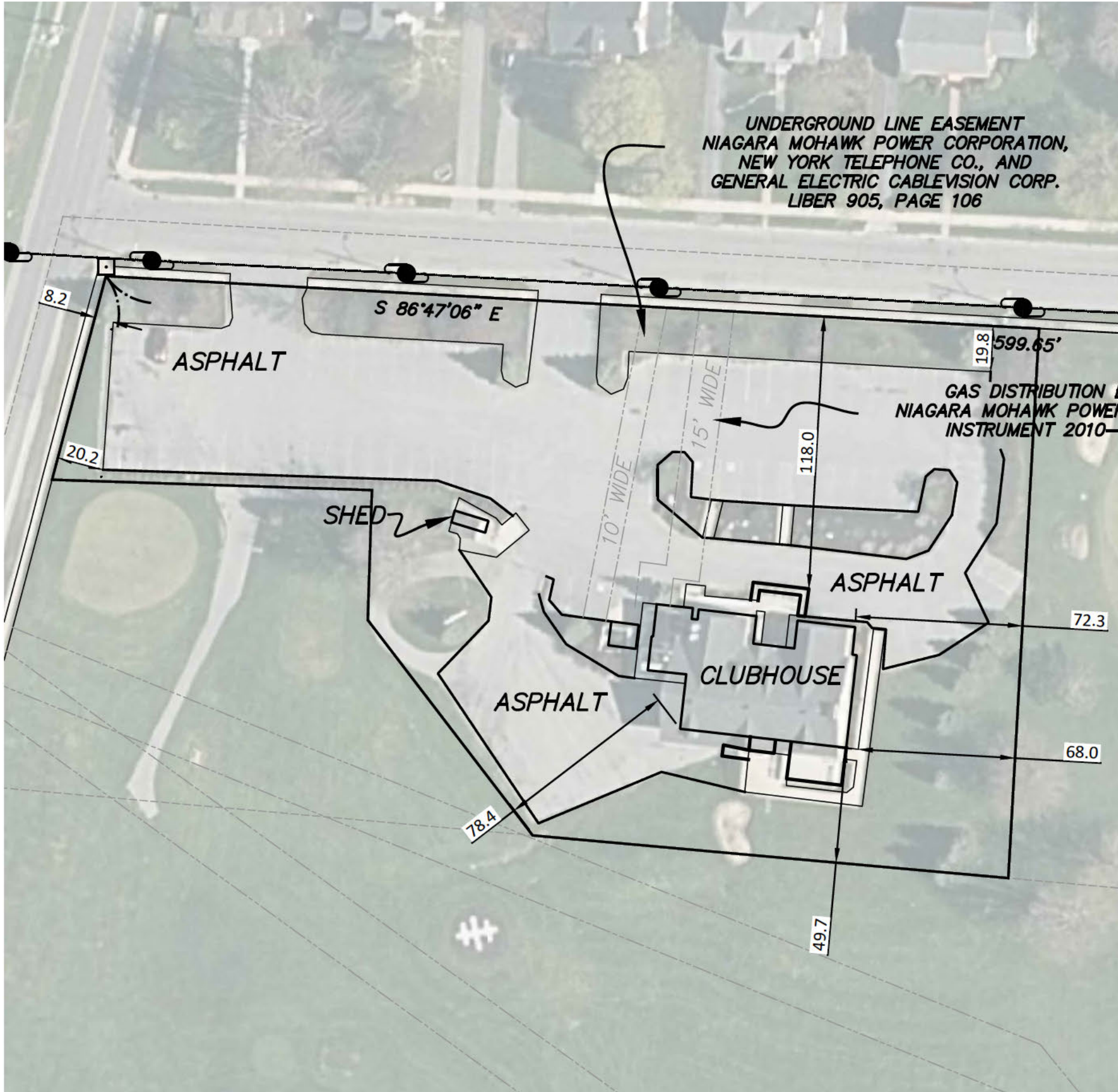


|                                                                                                          |                                                                                                                                           |                                   |                                                                                                                                      |                                                                                                                   |                            |                                                                                                                        |             |                                                                          |                                                                  |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------|------------------------------------------------------------------|
| <div>Prepared by<br/>City of Watertown GIS<br/>For<br/>City of Watertown<br/>Assessment Department</div> | <div>For Tax Purposes Only<br/>Not to be Used for Conveyance</div> <div><small>NAD 83 STATE PLANE<br/>CENTRAL ZONE, US FEET</small></div> | <div>Parcel</div> <div>Date</div> | <div>Property Line<br/>Historic Property Line<br/>Building Outline<br/>Railroad<br/>City Boundary<br/>School District Boundary</div> | <div><div>113</div><div>Parcel ID</div><div>Assessment ID<br/>(indicates informally combined parcels)</div></div> | <div>Coordinate Grid</div> | <div>1 inch = 100 feet*</div> <div>0 100 200 400 Feet</div> <div><small>*when printed on 34" x 50" paper</small></div> | <div></div> | <div>Tax Map<br/><b>City of Watertown</b><br/>Jefferson County, NY</div> | <div>Section 14 Block 42</div> <div>Printed Date: 6/3/2024</div> |
|                                                                                                          |                                                                                                                                           |                                   |                                                                                                                                      |                                                                                                                   |                            |                                                                                                                        |             |                                                                          |                                                                  |

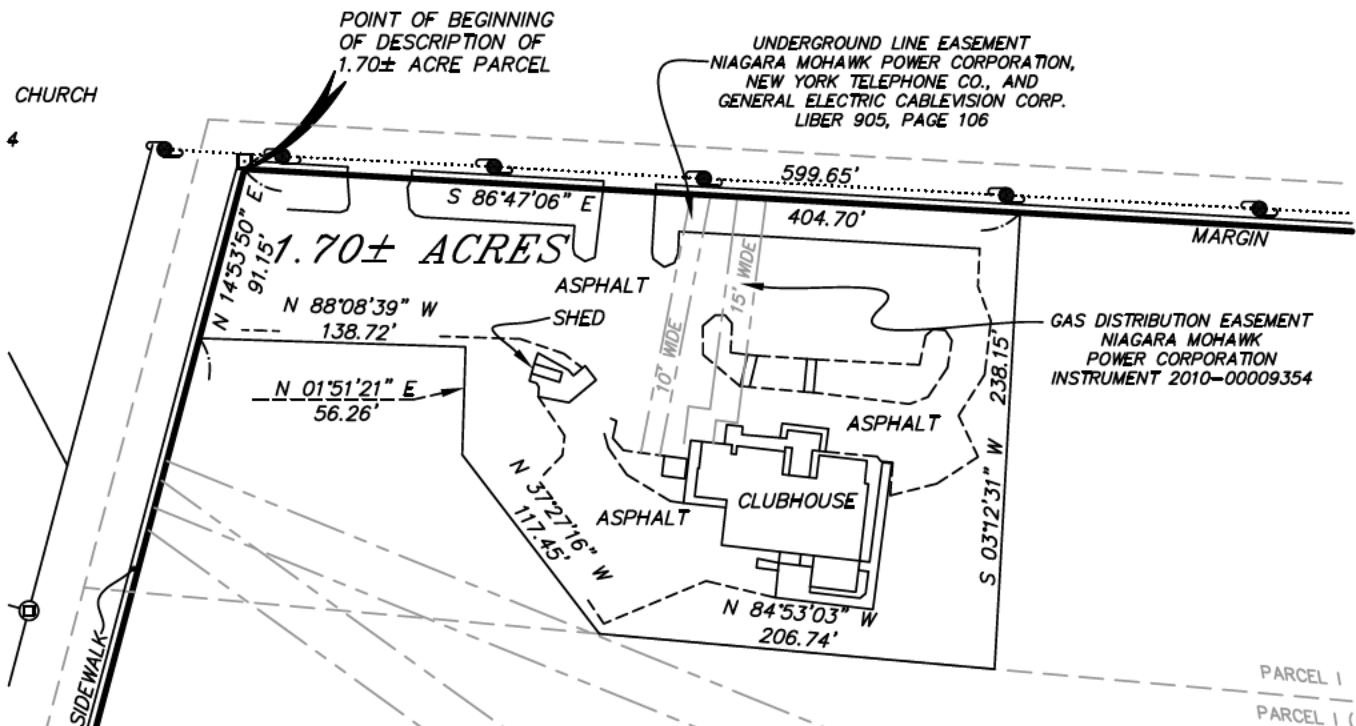


- EXISTING CONDITIONS LEGEND**
- PARCEL BOUNDARY
  - EASEMENT
  - ZONING BOUNDARY
  - LIGHT POLE
  - DECIDUOUS TREE
  - STORMWATER MANHOLE
  - SANITARY SEWER MANHOLE
  - HYDRANT
  - WATER VALVE
  - CATCH BASIN
  - MAJOR CONTOURS
  - MINOR CONTOURS

- SURVEY NOTES:**
- THE FIELD WORK FOR THE SURVEY WAS PERFORMED BY LAFAVE, WHITE & MCGIVEN, L.S., P.C. LAND SURVEYORS ON 07/25/2023, 07/26/2023, 07/31/2023, 08/01/2023, AND 08/02/2023.
  - HORIZONTAL DATUM: NEW YORK STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (3102), AS REALIZED FROM UTM ZONE 18 NORTH REFERENCED TO NAD83.
- VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS REALIZED FROM GEOID03.



| REVISIONS                              |                |
|----------------------------------------|----------------|
|                                        |                |
|                                        |                |
|                                        |                |
|                                        |                |
| CITY OF WATERTOWN                      |                |
| JEFFERSON COUNTY, NEW YORK             |                |
| IVES HILL COUNTRY CLUB 465, LLC        |                |
| PROPOSED SUBDIVISION & ZONING CHANGE   |                |
| PROPOSED SUBDIVISION SKETCH            |                |
| REVIEW ONLY<br>NOT FOR<br>CONSTRUCTION |                |
| Date                                   | SEPTEMBER 2026 |
| Scale                                  | AS SHOWN       |
| Sheet Number                           | SK1            |
| Project Number                         | 710.3078       |



## REFERENCE DEED

BEING PART OF  
 38.39 ACRE PARCEL  
 PRIME, L.L.C.  
 AND IVES HILL COUNTRY CLUB, INC.  
 TO  
 IVES HILL COUNTRY CLUB 465, LLC  
 DEED DATED 08/24/2023  
 RECORDED 08/28/2023  
 INSTRUMENT 2023-00012920  
 PART OF TAX PARCEL 14-42-101

SUBJECT TO THE TERMS OF THE  
 DECLARATION OF COVENANTS AND  
 RESTRICTIONS BETWEEN  
 PRIME, L.L.C.,  
 IVES HILL COUNTRY CLUB, AND,  
 WATERTOWN GOLF CLUB INCORPORATED  
 DATED 12/18/2022  
 RECORDED 01/27/2023  
 INSTRUMENT 2023-00001278  
 [ABSTRACT ITEM 37]

ENGINEERING PLAN,  
 COMPANY,  
 4P 326.

LaFave, White & McGivern, L.S., P.C.  
LAND SURVEYORS  
THERESA - BOONVILLE

Ives Hill Country Club 465, LLC  
1.70 Acre Parcel

All that parcel of land located in the City of Watertown, County of Jefferson and State of New York, bounded and described as follows:

Beginning at a point at the intersection of the south margin of Flower Avenue West with the east margin of Ives Street; and runs thence from the point of beginning, South 86 degrees 47 minutes 06 seconds East, 404.70 feet along the south margin of Flower Avenue West to a point; thence South 03 degrees 12 minutes 31 seconds West, 238.15 feet to a point; thence North 84 degrees 53 minutes 03 seconds West, 206.74 feet to a point; thence North 37 degrees 27 minutes 16 seconds West, 117.45 feet to a point; thence North 01 degrees 51 minutes 21 seconds East, 56.26 feet to a point; thence North 88 degrees 08 minutes 39 seconds West, 138.72 feet to a point in the east margin of Ives Street; thence North 14 degrees 53 minutes 50 seconds East, 91.15 feet along the east margin of Ives Street to the point of beginning, containing 1.70 acres of land.

The above described parcel being part of the 38.39 acre parcel conveyed by Prime, L.L.C. and Ives Hill Country Club, Inc. to Ives Hill Country Club 465, LLC by deed dated August 24, 2023 and recorded in the Jefferson County Clerk's Office on August 28, 2023 at Instrument 2023-00012920.

The above described parcel is subject to the underground line easement granted to Niagara Mohawk Power Corporation, New York Telephone Co. and General Electric Cablevision Corp. by deed recorded in the Jefferson County Clerk's Office in Liber 905 of Deeds at Page 106.

The above described parcel is subject to the gas distribution easement granted to Niagara Mohawk Power Corporation by deed recorded in the Jefferson County Clerk's Office at Instrument 2010-00009354.

The above described parcel is subject to the terms of the Declaration of Covenants and Restrictions between Prime, L.L.C., and Ives Hill Country Club, and Watertown Golf Club Incorporated dated December 18, 2022 and recorded in the Jefferson County Clerk's Office on January 27, 2023 at Instrument 2023-00001278.

Together with and subject to rights, covenants, easements, restrictions and rights of way of record.

# LaFave, White & McGivern, L.S., P.C.

LAND SURVEYORS  
THERESA - BOONVILLE

Prime, LLC  
38.39 Acre Parcel

All that parcel of land located in the City of Watertown, County of Jefferson and State of New York, bounded and described as follows:

Beginning at a point at the intersection of the south margin of Flower Avenue West with the east margin of Ives Street; and runs thence from the point of beginning, South 86 degrees 47 minutes 06 seconds East, 599.65 feet along the south margin of Flower Avenue West to an existing iron pin at the northwest corner of land conveyed to Thomas G. Compo and Judy P. Compo (Instrument 2020-00013495); thence South 03 degrees 12 minutes 54 seconds West, 200.00 feet along the west line of said land of Compo to an existing iron pin at the southwest corner thereof, said iron pin being North 86 degrees 47 minutes 06 seconds West, 150.00 feet from an existing iron pin at the southeast corner of said land conveyed to Compo; thence South 86 degrees 47 minutes 06 seconds East, 450.00 feet along the south line of said land of Compo, passing through the last mentioned existing iron pin, to and along the south line of land conveyed to Stephen G. Johnson (Instrument 2020-00013496) and David O. Van Eenenaam, et al. (Instrument 2015-00005187) to an existing iron pipe at the southeast corner of said land of Van Eenenaam, said iron pipe being South 86 degrees 47 minutes 06 seconds East, 150.00 feet from an existing iron pipe at the southwest corner of said land of Van Eenenaam and at the southeast corner of said land of Johnson; thence North 03 degrees 12 minutes 54 seconds East, 200.00 feet along the east line of said land of Van Eenenaam to a 5/8 inch rebar with red plastic cap set in the south margin of Flower Avenue West; thence South 86 degrees 47 minutes 06 seconds East, 283.41 feet along the south margin of Flower Avenue West to a point; thence South 87 degrees 03 minutes 30 seconds East, 7.18 feet continuing along the south margin of Flower Avenue West to an existing iron pipe at the northwest corner of land conveyed to Harold B. Johnson, II and Susan M. Johnson (Liber 1837, Page 279); thence South 01 degrees 03 minutes 02 seconds East, 197.72 feet along the west line of said land of Johnson to an existing iron pipe at the southwest corner thereof, said iron pipe being at the northwest corner of the 1.53 acre parcel conveyed to Michael E. Lundy (Instrument 2021-00020979); thence South 01 degrees 58 minutes 47 seconds East, 73.18 feet along the west line of said 1.53 acre parcel to an existing iron pipe; thence South 02 degrees 19 minutes 07 seconds West, 291.97 feet continuing along the west line of said 1.53 acre parcel, to and along the west line of the 1.04 acre parcel conveyed to Lundy, to an existing iron pipe at the southwest corner of said 1.04 acre parcel, said iron pipe being at the northwest corner of land conveyed to The Sisters of the Precious Blood (Liber 843, Page 714); thence South 02 degrees 46 minutes 52 seconds West, 635.16 feet along the west line of said land conveyed to The Sisters of the Precious Blood to an existing iron pipe; thence South 04 degrees 15 minutes 13 seconds West, 189.49 feet continuing along the west line of said land conveyed to The Sisters of the Precious Blood to a 5/8 inch rebar with red plastic cap set at the northeast corner of land conveyed to Richard E. Badour, et al. (Instrument 2004-00020262), said rebar also being at the east corner of land conveyed to Phillip P. Compeau and Kathleen H. Compeau (Instrument 2015-00010544); thence North 83 degrees 30 minutes 19 seconds West, 80.00 feet along said land of Compeau on the south to a 5/8 inch rebar with red plastic cap set; thence North 13 degrees 48 minutes 19 seconds West, 197.75 feet along said land of Compeau on the west to an existing iron pipe at the north corner of said land, said iron pipe being at the northeast corner of land conveyed to Stephen T. Bajjaly, et al. (Instrument 2023-00009572), said iron pipe also being South 85 degrees 04 minutes 32 seconds East, 4.55 feet from an existing iron pipe; thence North 85 degrees 04 minutes 32 seconds West, 1468.01 feet along the north line of said land of Bajjaly and passing through the last mentioned existing iron pipe, to and along the north line of several parcels of land fronting on Harris Drive, to an existing iron pipe in the east margin of Ives Street at the northwest corner of land conveyed to Ginger J. Caulkins (Instrument 2017-00014474); thence North 14 degrees 53 minutes 50 seconds East, 1173.39 feet along the east margin of Ives Street to the point of beginning, containing 38.39 acres of land.

# LaFave, White & McGivern, L.S., P.C.

LAND SURVEYORS  
THERESA - BOONVILLE

Prime, LLC  
38.39 Acre Parcel (continued)

The above described parcel being a part of the land conveyed by KDC Land, LLC to Prime, LLC by deed dated February 01, 2007 and recorded in the Jefferson County Clerk's Office on February 01, 2007 at Instrument 2007-00001774.

The above described parcel is subject to the sanitary sewer easement granted by The Ives Hill Land Company to the City of Watertown by deed dated October 16, 1930 and recorded in the Jefferson County Clerk's Office on December 29, 1930 in Liber 398 of Deeds at Page 478.

The above described parcel is subject to the sewers line easement granted to the City of Watertown by deed recorded in the Jefferson County Clerk's Office in Liber 533 of Deeds at Page 188.

The above described parcel is subject to the storm sewer easement granted to the City of Watertown by deed recorded in the Jefferson County Clerk's Office in Liber 687 of Deeds at Page 521.

The above described parcel is subject to the underground line easement granted to Niagara Mohawk Power Corporation, New York Telephone Co. and General Electric Cablevision Corp. by deed recorded in the Jefferson County Clerk's Office in Liber 905 of Deeds at Page 106.

The above described parcel is subject to the gas distribution easement granted to Niagara Mohawk Power Corporation by deed recorded in the Jefferson County Clerk's Office at Instrument 2010-00009354.

The above described parcel is subject to the terms of the Declaration of Covenants and Restrictions between Prime, L.L.C., and Ives Hill Country Club, and Watertown Golf Club Incorporated dated December 18, 2022 and recorded in the Jefferson County Clerk's Office on January 27, 2023 at Instrument 2023-00001278.

Together with and subject to rights, covenants, easements, restrictions and rights of way of record.

**ORDINANCE**

Page 1 of 1

Changing the Approved Zoning Classification of a 1.7-acre section of 465 Flower Avenue West, Parcel Number 14-42-101.000 from Residential to Neighborhood Mixed Use.

Council Member GARRABRANT, Shane A.

Council Member KIMBALL, Robert O.

Council Member OSBORNE Jr, Douglas E.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total .....

| YEA | NAY |
|-----|-----|
|     |     |
|     |     |
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**Introduced by Council Member Robert O. Kimball**

WHEREAS where Jake Johnson of Ives Hill Country Club 465, LLC has made an application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law to change the approved zoning classification of a 1.7-acre section of 465 Flower Avenue West, Parcel Number 14-42-101.000, from Residential to Neighborhood Mixed Use (NMU), and

WHEREAS the Planning Commission of the City of Watertown considered the zone change request at its October 6, 2026, meeting and defeated a motion recommending that City Council approve the zone change, and

WHEREAS a public hearing was held on the proposed zone change on November 2, 2026, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed zoning designation according to the requirements of SEQRA, and

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

NOW THEREFORE BE IT ORDAINED that the approved zoning classification of a 1.7-acre section of 465 Flower Avenue West, Parcel Number 14-42-101.000, BEGINNING at a point at the intersection of the south margin of Flower Avenue West with the east margin of Ives Street; and runs thence from the point of beginning, South 86 degrees 47 minutes 06 seconds East, 404.70 feet along the south margin of Flower Avenue West to a point; thence South 03 degrees 12 minutes 31 seconds West, 238.15 feet to a point; thence North 84 degrees 53 minutes 03 seconds West, 206.74 feet to a point; thence North 37 degrees 27 minutes 16 seconds West, 117.45 feet to a point; thence North 01 degrees 51 minutes 21 seconds East, 56.26 feet to a point; thence North 88 degrees 08 minutes 39 seconds West, 138.72 feet to a point in the east margin of Ives Street; thence North 14 degrees 53 minutes 50 seconds East, 91.15 feet along the east margin of Ives Street to the point of BEGINNING, containing 1.70 acres of land, shall be changed from Residential to Neighborhood Mixed Use (NMU), and

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

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

**Seconded by Council Member Benjamin P. Shoen**