

LEGISLATION IN COMMITTEE OF THE WHOLE

**City of Utica Common Council
January 17, 2024**

<u>Type & Number</u>	<u>Title/Description</u>	<u>Date Committed</u>
PRO. ORD. 1	Ordinance Removing Traffic Island	11/15/2023
PRO. RES. 4	Zoo Contract	12/06/2023
PRO. ORD. 7	Intersections Where Stop Required	12/06/2023
PRO. ORD. 8	Yield Signs	12/06/2023
PRO. ORD. 9	No Parking at all Times	12/06/2023

Submitted to council by: Councilman Williamson

Proposed Ordinance No. 1

Submitted to council on: 11 / 13 / 23

Proposed Resolution No. _____

Sent to Council Attorney on: 11 / 13 / 23

Thursday Rule Waiver Required? Y

Date of Legislation: 11 / 15 / 23

Explanation provided to council on: / /

**CITY OF UTICA
Department of Legislation
Common Council**

Sponsored By: Councilmember Williamson

Ordinance Removing the Traffic Island at Eastwood Ave. and Dunham Road

WHEREAS, A traffic island has been erected at the intersection of Eastwood Avenue and Dunham Road,
and

WHEREAS, said traffic island was erected without a police or engineering study having been submitted to the Common Council for its review prior to the construction, and

WHEREAS, there have been multiple complaints from residents, school bus drivers and others, stating that the construction of the traffic island was ill thought out and could be dangerous. The design could lead to a great deal of driver confusion when and if Utica experiences a major snow storm, and

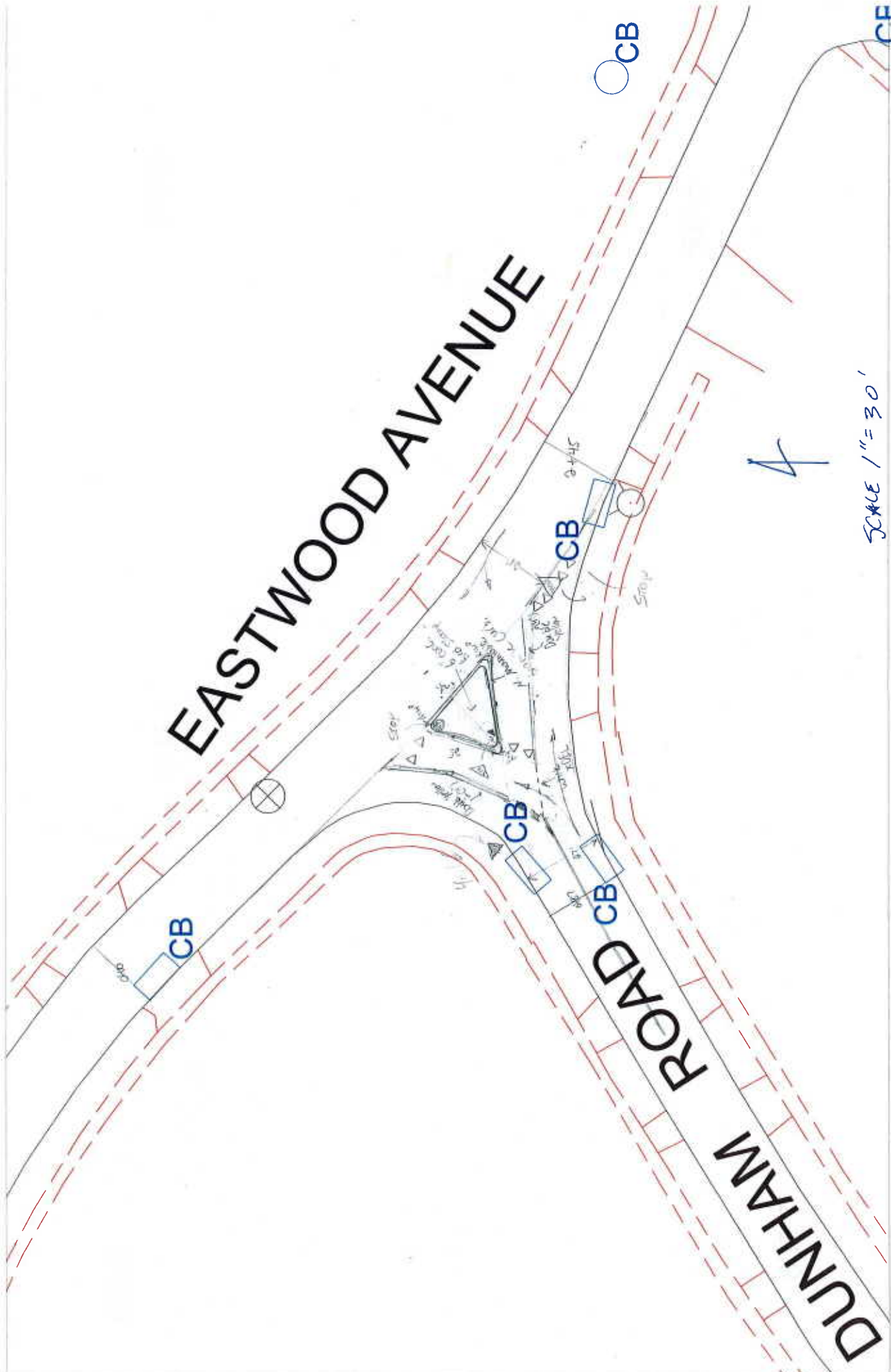
BE IT ORDAINED, by the Common Council of the City of Utica, that the traffic island constructed at Eastwood Avenue and Dunham Road, without the benefit of a traffic study, police and engineering department presentation to the Common Council, be demolished and eliminated returning the roads to their original configuration immediately.

	MEMBERS	AYES	NAYS		MEMBERS	AYES	NAYS	ADOPTED OR DISAPPROVED BY THE FOLLOWING VOTE: AYES _____ NAYS _____ DATE ADOPTED ____/____/ 2024
1	K. Aiello			6	J. Betrus			
2	R. Burmaster			7	M. Williamson			
3	J. Betar			8	S. Colosimo-Testa			
4	F. Carcone			9	J. LoMedico			
5	V. Ervin			10	R. Giruzzi			

EASTWOOD AVENUE

CB

SCALE 1" = 30'





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

November 15, 2023

Mr. Austin Cornacchia
 City of Utica
 Department of Engineering
 One Kennedy Plaza
 Utica, NY 13502

Re: Intersection Operational Improvements Study
 Durham Road at Eastwood Avenue

File: 145.005.001

Dear Mr. Cornacchia:

C&S Engineers has reviewed the intersection of Durham Road and Eastwood Avenue to determine what improvements can be made to improve operations at this intersection. Our findings are documented in this letter.

Existing Conditions:

The intersection of Durham Road and Eastwood Avenue is located near Oneida Street and Calvary Cemetery in a residential area of South Utica. See Figure 1 below for study location map.

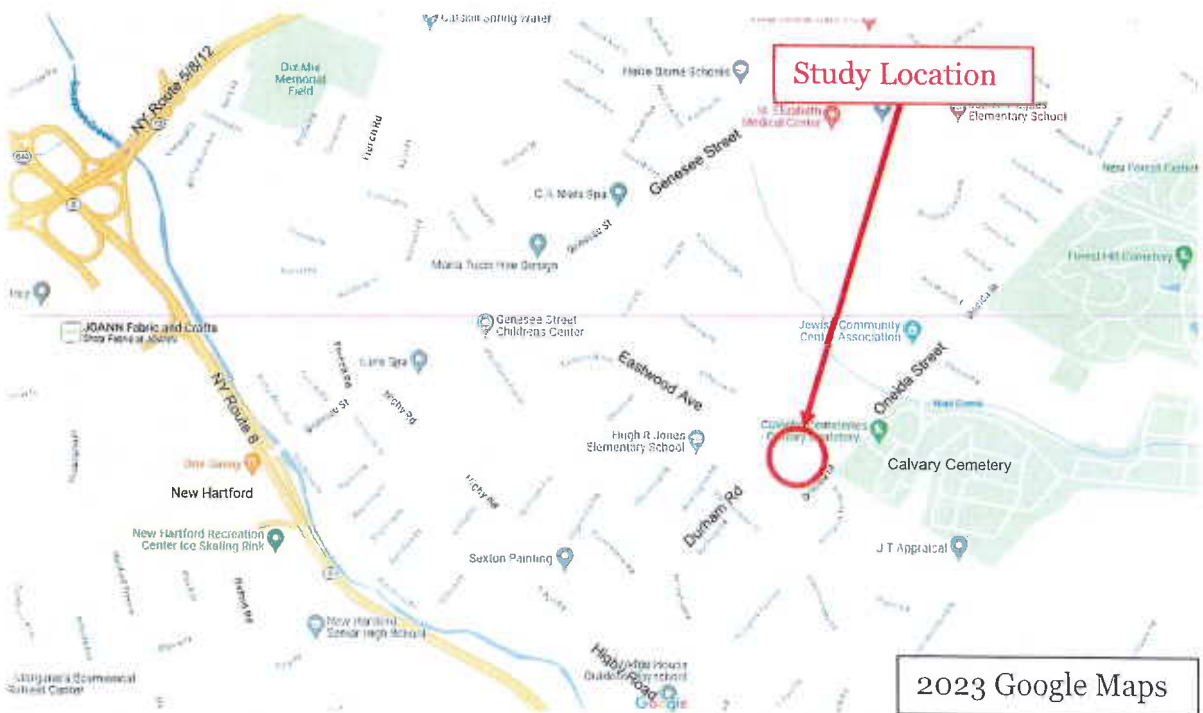


Figure 1 - Study Location Map

Durham Road and Eastwood Avenue form a three-way T intersection with Durham Road teeing into Eastwood Avenue. Eastwood Avenue is uncontrolled and Durham Road is yield-controlled at Eastwood Avenue. The intersection currently has very wide corner radii, creating a wide expanse of pavement at the intersection. See Figure 2 below for existing conditions. There are no existing marked crosswalks at the intersection. Both roads are low-volume local residential streets and each street consists of one travel lane in each direction.

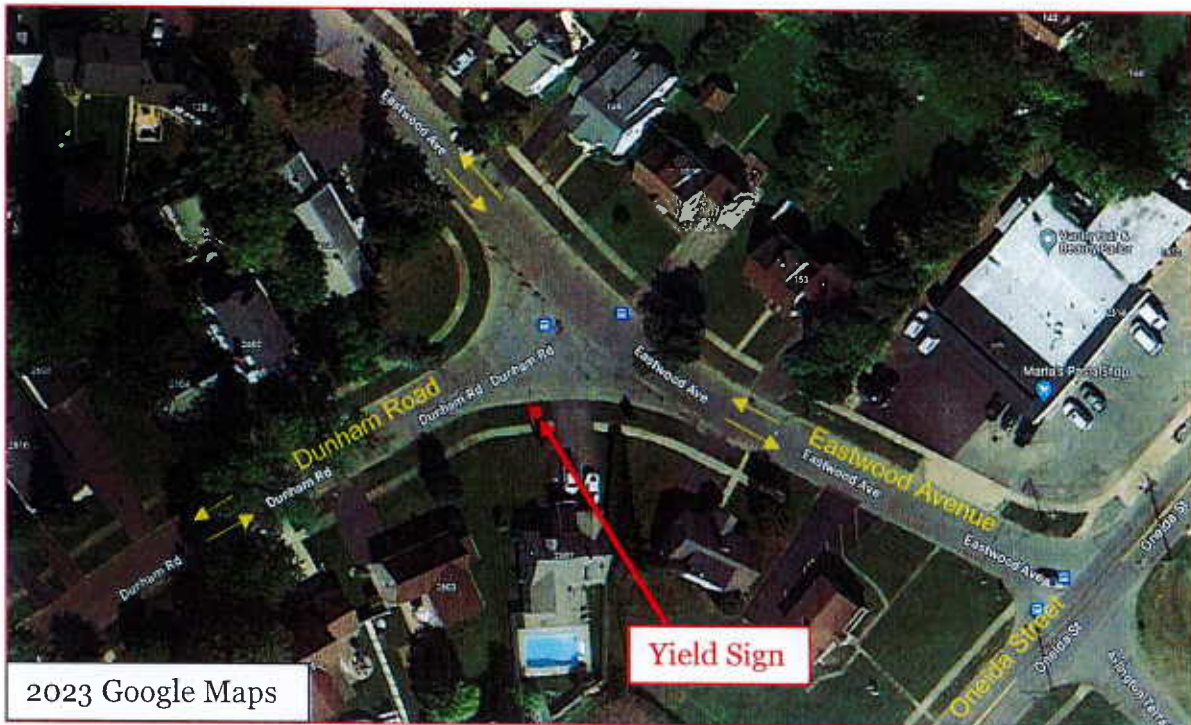


Figure 2 – Existing Conditions

Options to reduce the wide expanse of pavement at the intersection are desired to improve operations and enhance safety.

Potential Improvements:

There are two options for improving the intersection to achieve the desired outcome of reducing the wide expanse of pavement. The first option is to install a center island in the intersection. The second option is to tighten the corner radii at the intersection. Each of these options is discussed further below.

Option 1 – Install a Center Splitter Island

This option would split traffic traveling to and from Durham Road to each leg of Eastwood Avenue. This option would accommodate the installation of a landscape treatment or sign in the center of the island. It would better define the turning movements without modifying the corner curb lines of the intersection. On the downside, this option would introduce more conflict points

Mr. Austin Cornacchia
November 15, 2023
Page 3 of 3

and more control points at the intersection, although the conflict points would be better defined. Also on the negative side, this option does not improve pedestrian crossing maneuvers at the intersection. See attached Option 1 Concept Plan for more details.

Option 2 – Tighten Corner Radii

This option would reduce the pavement area at the intersection by reconstructing the corner curb lines to tighter radii. This option would better define the turning movements at the intersection without introducing additional conflict points that would occur under Option 1 while reducing confusion at the intersection. Pedestrian accommodation could be improved by extending sidewalks to the corners of the intersection and allowing pedestrians to cross Dunham Road. On the downside, this option would require the realignment of the residential driveway that currently has access directly into the intersection. The driveway could be realigned to either Dunham Road or Eastwood Avenue. See attached Option 2 Concept Plan for more details.

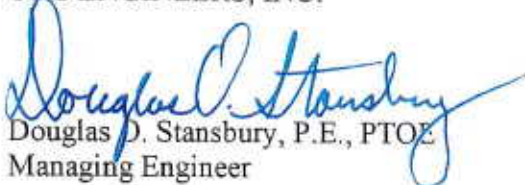
Conclusions/Recommendations:

Both options considered in this study could improve operations at the intersection of Dunham Road and Eastwood Avenue depending on the desired objective. Option 1 is the least disruptive and would afford the opportunity to place a landscape or signage feature within the island. Option 2 would be more beneficial to pedestrians and would be the least confusing to motorists with fewer conflict points and intersection controls.

This concludes the findings of this study. If you have any questions or comments concerning this study or need additional information, please feel free to contact me.

Sincerely,

C&S ENGINEERS, INC.


Douglas D. Stansbury, P.E., PTOE
Managing Engineer

Attachments:

Option 1 Concept Plan – Install Splitter Island
Option 2 Concept Plan – Tighten Corner Radii



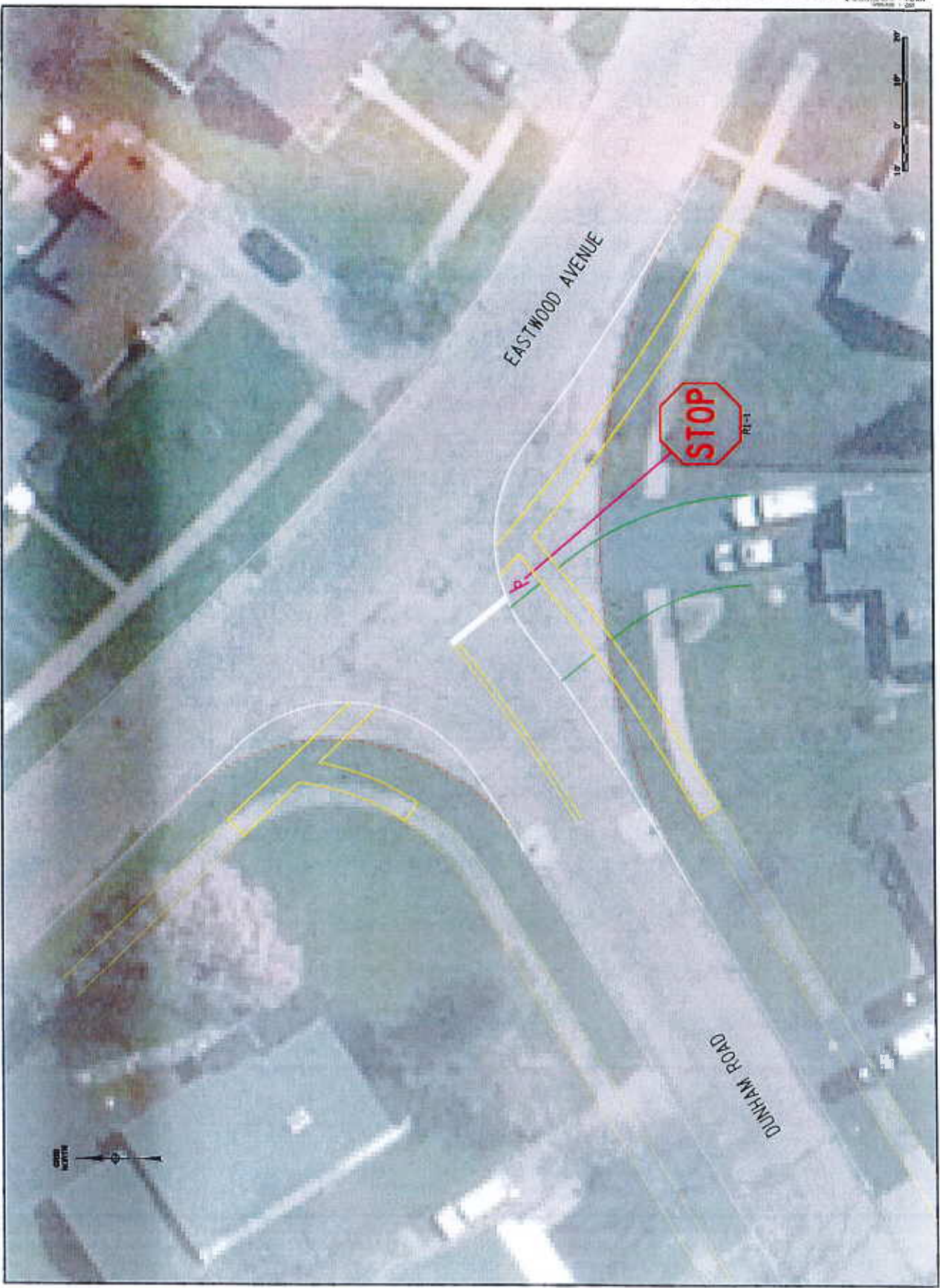
DUNHAM ROAD
AT EASTWOOD AVENUE
INTERSECTION IMPROVEMENTS

CITY OF UTICA
DEPARTMENT OF ENGINEERING

DATE	11/15/2011
DESIGNED BY	11/15/2011
CHECKED BY	11/15/2011
APPROVED BY	11/15/2011
PROJECT NO.	11/15/2011
DRAWING NO.	11/15/2011
SCALE	1" = 40'

CONCEPT
PLAN
OPTION 2
TIGHTEN CORNER
RADI

SHEET 1 OF 1





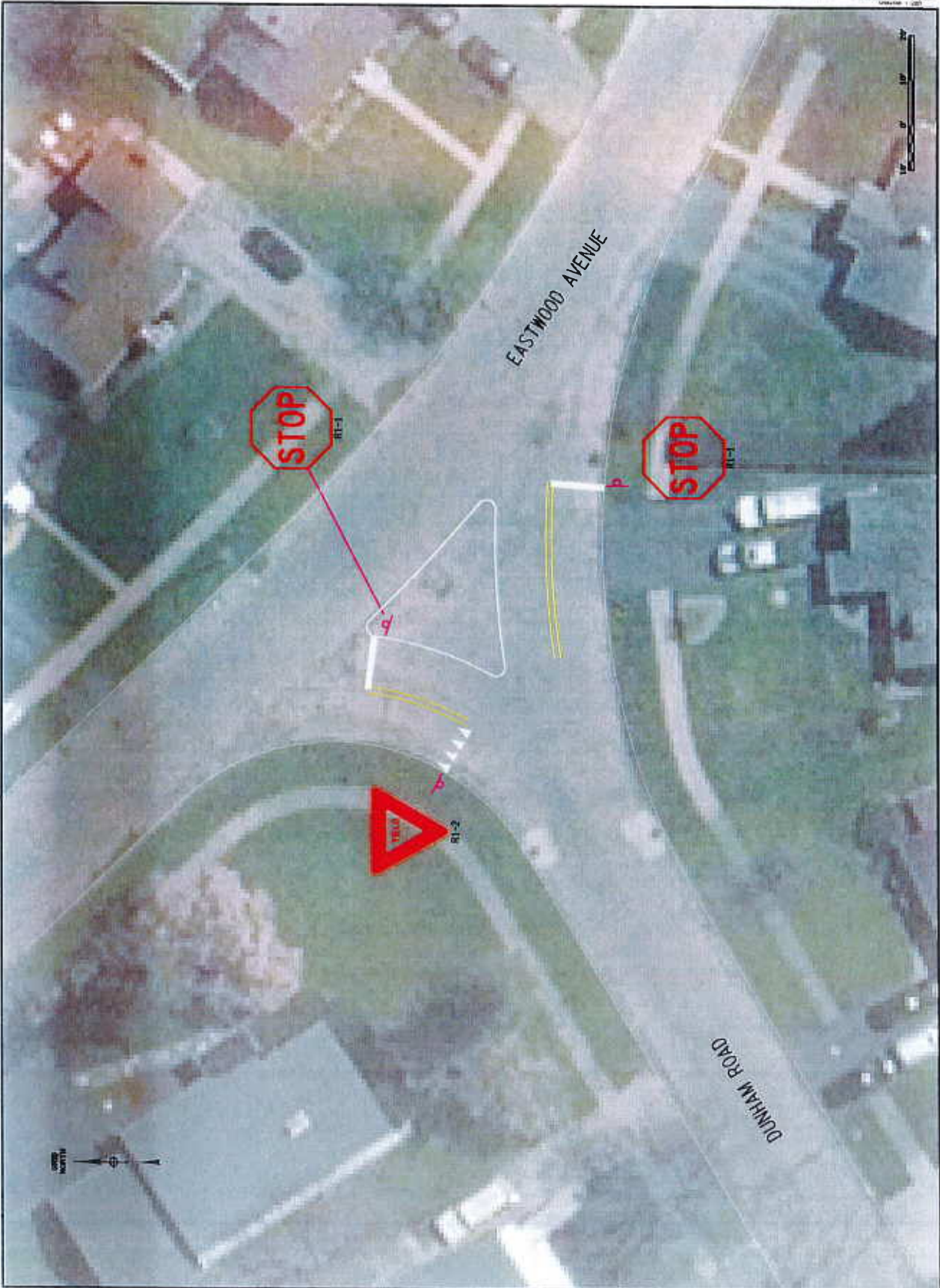
DUNHAM ROAD
AT EASTWOOD AVENUE
INTERSECTION IMPROVEMENTS

CITY OF UTKA
DEPARTMENT OF ENGINEERING

DATE:	REVISIONS:
DESIGNED BY:	APPROVED BY:
DRAWN BY:	CHECKED BY:
PROJECT NO.:	DATE:

CONCEPT
PLAN
OPTION 1
CENTER SPLITTER
ISLAND

SHEET 1 OF 2



Submitted to council by: LAW
 Submitted to council on: 11 / 30 / 23
 Sent to Council Attorney on: 11 / 30 / 23
 Date of Legislation: 12 / 06 / 23

Proposed Ordinance No. _____
 Proposed Resolution No. 4
 Thursday Rule Waiver Required? N
 Explanation provided to council on: / /

**CITY OF UTICA
 Department of Legislation
 Common Council**

Sponsored by: **Councilmember Burmaster, Williamson**

**RESOLUTION APPROVING AGREEMENT
 TO OPERATE AND MANAGE THE UTICA ZOO**

WHEREAS, the Utica Zoological Society has successfully operated and managed the Utica Zoo for a number of years, and

WHEREAS, this arrangement, although to the mutual benefit of both parties and the people of Utica and surrounding area, has not been formalized into a written agreement, and

WHEREAS, the administration and the Zoological Society have negotiated a written agreement to formalize and continue the operation of the Utica Zoo, it is hereby

BE IT RESOLVED, that the agreement between the City of Utica and the Utica Zoological Society for the operation and management of the facilities at the Utica Zoo located at Roscoe Conkling Park, substantially as attached hereto is hereby **APPROVED**.

FURTHER RESOLVED, the Mayor is hereby authorized to execute any documents necessary to implement this resolution.

	MEMBERS	AYES	NAYS		MEMBERS	AYES	NAYS	ADOPTED OR DISAPPROVED BY THE FOLLOWING VOTE: AYES _____ NAYS _____ DATE ADOPTED ____/____/2024
1	K. Aiello			6	J. Betrus			
2	R. Burmaster			7	M. Williamson			
3	J. Betar			8	S. Colosimo-Testa			
4	F. Carcone			9	J. LoMedico			
5	V. Ervin			10	R. Giruzzi			

AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2024 between the City of Utica, New York, a municipal corporation with principal offices located at One Kennedy Plaza, Utica, New York 13502 (hereinafter referred to as the City) and the Utica Zoological Society, Inc., a Not-For-Profit organization, duly organized under the laws of the State of New York and having principal offices located at One Utica Way, Utica, New York 13501 (hereinafter referred to as the Utica Zoological Society).

WHEREAS, for the past several years the Utica Zoological Society has operated and managed the facilities at the Utica Zoo with the consent and cooperation of the City, and

WHEREAS, this relationship has proven to be mutually beneficial and in the best interests of the citizens of the City of Utica and surrounding communities, and

WHEREAS, the City of Utica contributes services and, when available, a sum of money to the Utica Zoological Society each fiscal year to help finance its activities, and

WHEREAS, the Utica Zoological Society performs certain services and supplies certain materials at the Zoo, for benefits of the residents of the City of Utica, and surrounding communities.

NOW, THEREFORE, it is hereby agreed:

1. The Utica Zoological Society will manage and operate the facilities of the Utica Zoo located at Roscoe Conkling Park bounded and described as follows:

All that tract or parcel of land situated in the City of Utica, County of Oneida and State of New York more particularly bounded and described as follows:

Beginning at a point formed by the intersection of the center line of Valley View Road (formerly Third St.) and the southerly curb line of the Parkway; thence westerly along the

southerly curblineline of said Parkway, a distance of 1646.00± feet to a point; thence southerly along a line parallel with the center line of Valley View Road, a distance of 250.00± feet to the point of beginning of lands herein described; thence southerly parallel with the center line of Valley View Road and along a line located 1646± feet westerly of the center of Valley View Road to a point marking the northeasterly corner of a tract or parcel of land belonging to the Utica Cemetery Association; thence westerly along the northerly bounds of said cemetery property to the center of the Utica Cemetery Road; thence continuing westerly along the center of said Cemetery Road to a point marking the fence corner of the Utica Cemetery property; thence northerly on a straight course to the most westerly fence line of the Utica Zoo; said fence line being located adjacent and easterly of the Ski Tow; thence northerly along said fence line to the northwesterly fence corner of said Utica Zoo; thence northeasterly on a straight course to a point located 250.00± southerly measured at right angles from the southerly curblineline of the Parkway, said point being located also 1200.00± easterly of the easterly curblineline of Oneida Street measured along a line located 250.00± feet southerly from the southerly curblineline of the Parkway; thence easterly along a line located 250.00± feet southerly of the southerly curblineline of the Parkway to the place of beginning. Excepting therefrom, approximately 2 acres of land near the current entrance to the Zoo, which is currently occupied by the Power Authority of the State of New York as a Visitor Center.

2. The City of Utica shall provide snow plow and salting service through the main Zoo parking lot. The City's Parks' Dept. will plow the main parking lot spots and overflow parking on the second level. (There will be an effort to preserve ADA required dimple pads in the bus loop area.) The City Parks' Dept. enters zoo gate and plows Pangea Plaza

and roadway up Steele Hill Road to gate of Master Garden and Steele Hill Road. (Zoo calls this African Ridge).

3. The Utica Zoological Society shall care for all animals presently in the Zoo, or subsequently added thereto, including medical treatment, dietary plan, and food purchase and preparation and all those duties which are commensurate with the care of wild animals in a captive state. Such care shall be provided in accordance with all applicable federal, state and local laws and regulation.
4. The employees or agents of the Utica Zoological Society must be orderly in the conduct of their work and must be thoroughly schooled by Utica Zoological Society in the nature of their duties and the requirements of this contract, to the end that the details specified herein may be performed. Utica Zoological Society shall be solely responsible for compliance with all applicable federal, state and local laws and regulations regarding employees.
5. The parties acknowledge that all animals, machinery, equipment and personal property currently being used in connection with the operation and management of the Zoo are owned by the Utica Zoological Society. In the event of expiration or early termination of this agreement, the City shall have the option to purchase same at the original purchase price less observed depreciation.
6. All utilities including gas, electricity, trash removal and heating, except water, shall be paid for by the Utica Zoological Society.
7. Utica Zoological Society agrees to operate the zoo twelve months a year and to keep open and available to the public facilities of the main zoo during the summer and winter

months generally from 10:00 a.m. to 5:00 p.m. and the facilities of the Children's Zoo during the summer and winter months generally from 11:00 a.m. to 5:00 p.m..

8. Utica Zoological Society is authorized to operate concession stands for the sale of food, beverages and souvenir items on the premises. In addition, Utica Zoological Society may charge reasonable admission fees to the premises. All income from such activities shall be used exclusively for the benefit of the Utica Zoo.
9. It is further agreed that Utica Zoological Society shall comply with all City Ordinances and with each and every provision of the Labor Law of the State of New York and all other State laws and Federal laws related thereto.
10. In the hiring of employees for the performance of work under this contract or any such contract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor shall because of race, color or nation origin, discriminate against any citizen of the State of New York, who is qualified and available to perform the work to which the employment relates.
11. Utica Zoological Society shall save harmless the City from all damages to persons or property arising from the negligence, carelessness or unlawful acts of the Utica Zoological Society. The Utica Zoological Society expressly agrees that in the event of any damages to persons or property resulting from its negligence, carelessness or unlawful acts, it will pay and liquidate the same at its own expense and it will save the City harmless from all actions brought on account of such damages and will pay all judgments recovered, together with the costs and expenses of defending the same. The City of Utica, New York, may withhold from the Utica Zoological Society any money that may be due it and pay the same to liquidate such judgment.

12. The contract herein shall be void and of no effect unless the Utica Zoological Society shall secure and maintain Workers' Compensation insurance for the benefit of such employees as may be employed by it, as provided by the Workman's Compensation Law, and the General Municipal Law of the State of New York. The Utica Zoological Society shall furnish General Liability Insurance in the amount of not less than Eight Million Dollars (\$8,000,000.00) and property damage insurance in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) in companies' satisfactory to the City. A certificate of said liability and property damage insurance naming the City of Utica as an additional insured shall be forwarded to Comptroller of the City, with a copy to the Corporation Counsel. This shall also apply to automobiles owned by Utica Zoological Society. Fire insurance and extended coverage on all zoo buildings shall be provided by the City.
13. Utica Zoological Society shall comply with the sanitary rules and regulations of the Department of Health of the City and of the County of Oneida and State of New York and, shall comply with all laws, rules, regulations and ordinances of the United States, the State of New York and the City of Utica, New York, and any and all departments, agencies or bureaus thereof.
14. Utica Zoological Society shall not assign, transfer, sublet or otherwise dispose of its right, title and interest therein, or its power to execute such contract to any other person, company or corporation without the previous written consent of the City.
15. Upon the termination of this contract, including any extension or renewal thereof, the Utica Zoological Society shall execute and deliver to the City of Utica, New York, a

release under seal, releasing the City of Utica, New York, from all claims or liabilities of any name or nature arising out of said contract.

16. Utica Zoological Society shall, each year, on or before May 15, submit a copy of the Annual Audited Financial Statement of its operations to the City Comptroller and the Budget Director.
17. Utica Zoological Society shall not make any capital improvements on the premises costing \$50,000.00 or more without the prior written consent of the Mayor, which shall not be unreasonably withheld. Prior to entering into any contract to build any such capital improvement, Utica Zoological Society shall provide the Mayor reasonably sufficient documents describing the proposed project and the estimate cost thereof. Upon receiving the written consent, the Utica Zoological Society shall have sole responsibility for the construction and selection of contractors for such projects and shall indemnify and defend the city from all liability of any kind associated with or arising in connection with said construction and contractors. Upon completion of a capital project, the project shall become the property of the City, but shall be operated and maintained by the Utica Zoological Society in accordance with this Agreement.
18. The City reserves the right to enter the premises at any time and to supervise the performance of the contract or to make such inspections therein as shall be deemed requisite by the City and may enter upon and pass through and over said premises at any and all times with due regard for the general welfare of the zoo.
19. The Utica Zoological Society shall establish a long range planning or building committee to work closely with the City.

20. Whenever any notice is required to be sent from one party to the other, it shall be made by hand delivery or by certified mailing to:

To the City:

Mayor of the City of Utica
Utica City Hall
One Kennedy Plaza
Utica, New York 13502

With copy to:

Corporation Counsel
Utica City Hall
One Kennedy Plaza
Utica, New York 13502

To the Utica Zoological Society:

Executive Director
One Utica Zoo Way
Utica, New York 13501

21. In order to facilitate communication between the parties, the Mayor may designate a liaison, who shall be notified of and allowed to attend all meetings of the Facilities Committee. The liaison may observe and comment during the meetings, but shall have no vote thereon.

22. Naming Rights: Utica Zoological Society may grant naming rights to an exhibit, building, feature or smaller item within the Zoo, without the prior consent and approval of the City. The Utica Zoological Society shall notify the City in advance of its intention to grant any naming rights. Any grant of naming rights shall not exceed the duration of this Agreement. No naming rights may be granted following a notice of termination by either party without the consent and approval of the City. Neither Utica Zoological Society nor the City may convey rights to (or commit to) naming the entirety of the Zoo, without the

consent of both parties. Funds received for naming any part of the Zoo shall be used exclusively for the benefit of the Zoo.

23. This contract shall be effective as of January 1, 2024 and shall continue in full force and effect until December 31, 2039. If not in default at that time, Utica Zoological Society shall have the option to renew this agreement for an additional fifteen (15) years. Utica Zoological Society must give the City written notice of its intent to exercise the option within not less than 120 days before the expiration of the term.
24. Attached and marked Exhibit "A", is a list of the benefits given to the residents of the City, and surrounding communities, by the Utica Zoological Society, in exchange for the money received from the City.
25. This memorandum constitutes the entire agreement of the parties and there shall be no oral modification thereof.

CITY OF UTICA, NEW YORK

By: _____

UTICA ZOOLOGICAL SOCIETY, INC.

By: _____

Submitted to council by: UPD

Proposed Ordinance No. 7

Submitted to council on: 12 / 06 / 23

Proposed Resolution No. _____

Sent to Council Attorney on: 12 / 06 / 23

Thursday Rule Waiver Required? N

Date of Legislation: 12 / 06 / 23

Explanation provided to council on: / /

**CITY OF UTICA
Department of Legislation
Common Council**

Sponsored by: **Councilmember Betar**

INTERSECTIONS WHERE STOP REQUIRED

BE IT ORDAINED, that **Sec. 2-16-358 Schedule C: Intersections Where Stop Required**, be amended to include the following:

On the Eastern curblin in front of 2601 Dunham Road controlling eastbound traffic onto Eastwood Avenue

On the northwest corner of the Traffic Island at Eastwood Avenue and Dunham Road, controlling westbound traffic onto Eastwood Avenue

(Added 12/06/2023)

BE IT FURTHER ORDAINED, that the proper signage is already in place.

	MEMBERS	AYES	NAYS		MEMBERS	AYES	NAYS	ADOPTED OR DISAPPROVED BY THE FOLLOWING VOTE: AYES _____ NAYS _____ DATE ADOPTED ____/____/2024
1	K. Aiello			6	J. Betrus			
2	R. Burmaster			7	M. Williamson			
3	J. Betar			8	S. Colosimo-Testa			
4	F. Carcone			9	J. LoMedico			
5	V. Ervin			10	R. Giruzzi			

Submitted to council by: UPD

Proposed Ordinance No. 8

Submitted to council on: 12 / 06 / 23

Proposed Resolution No. _____

Sent to Council Attorney on: 12 / 06 / 23

Thursday Rule Waiver Required? N

Date of Legislation: 12 / 06 / 23

Explanation provided to council on: / /

**CITY OF UTICA
Department of Legislation
Common Council**

Sponsored by: **Councilmember Betar**

YIELD SIGNS

BE IT ORDAINED, that **Sec. 2-16-359 Schedule D: Yield Signs**, be amended to include the following:

The eastern curblineline on Dunham Road across from the Southern point of the Traffic Island controlling traffic from Eastwood Avenue onto Dunham Road

(Added 12/06/2023)

BE IT FURTHER ORDAINED, that the proper signage is already in place.

	MEMBERS	AYES	NAYS		MEMBERS	AYES	NAYS	ADOPTED OR DISAPPROVED BY THE FOLLOWING VOTE: AYES _____ NAYS _____ DATE ADOPTED ____/____/2024
1	K. Aiello			6	J. Betrus			
2	R. Burmaster			7	M. Williamson			
3	J. Betar			8	S. Colosimo-Testa			
4	F. Carcone			9	J. LoMedico			
5	V. Ervin			10	R. Giruzzi			

Submitted to council by: UPD

Proposed Ordinance No. 9

Submitted to council on: 12 / 06 / 23

Proposed Resolution No. _____

Sent to Council Attorney on: 12 / 06 / 23

Thursday Rule Waiver Required? N

Date of Legislation: 12 / 06 / 23

Explanation provided to council on: / /

**CITY OF UTICA
Department of Legislation
Common Council**

Sponsored by: **Councilmember Betar**

NO PARKING AT ALL TIMES

BE IT ORDAINED, that **Sec. 2-16-360 Schedule E: No Parking At All Times**, be amended to include the following:

On the Northern curbline between 153 Eastwood Avenue to 147 Eastwood Avenue

On the Southern curbline between 140 Eastwood Avenue to 2602 Dunham Road

On the Eastern curbline between 2603 Dunham Road to a point 30 feet East of the Stop sign in front of 2601 Dunham Road

Each curbline of the Traffic Island on Dunham Road and Eastwood Avenue

(Added 12/06/2023)

BE IT FURTHER ORDAINED, that the proper signage be erected.

	MEMBERS	AYES	NAYS		MEMBERS	AYES	NAYS	ADOPTED OR DISAPPROVED BY THE FOLLOWING VOTE: AYES _____ NAYS _____ DATE ADOPTED ____/____/ 2024
1	K. Aiello			6	J. Betrus			
2	R. Burmaster			7	M. Williamson			
3	J. Betar			8	S. Colosimo-Testa			
4	F. Carcone			9	J. LoMedico			
5	V. Ervin			10	R. Giruzzi			