

BATAVIA CITY COUNCIL CONFERENCE MEETING

City Hall - Council Board Room
One Batavia City Centre
Monday, February 23, 2015
7:00 PM

AGENDA

- I. Call to Order
- II. Invocation – Councilperson Deleo
- III. Pledge of Allegiance
- IV. Public Comments
- V. Council Response to Public Comments
- VI. Council President Report
 - a. Announcement of the next regular City Council Business meeting to be held on Monday, March 9, 2015 at 7:00 p.m. at the City Hall Council Board Room, 2nd Floor, City Centre.
- VII. Public Hearing – **Ordinance #001-2015** – 2015/2016 Budget
- VIII. Public Hearing – **Local Law No. 1 of the Year 2015 – AMEND §184-41 (A), (B), (C), AND (O) OF THE CODE OF THE CITY OF BATAVIA TO ESTABLISH NEW WATER RATES, METER FEES AND A CAPITAL IMPROVEMENT FEE**
- IX. Water and Wastewater - Chemical Bids and Lime Sludge Removal
- X. Healthy Schools Corridor, Transportation Alternatives Program (TAP) Award
- XI. Foreclosed Properties
- XII. Microenterprise Grant
- XIII. Government Efficiency Plan
- XIV. Mall Litigation
- XV. Executive session...Litigation
- XVI. Adjournment

RESOLUTION TO ADOPT THE 2015-2016 BUDGET ORDINANCE

Motion of Councilperson

WHEREAS, the City Manager prepared and submitted to the City Council a Proposed Budget for the 2015-2016 fiscal year on January 12, 2015 pursuant to Section 16.3 of the City Charter, copies of which were received by all members of the City Council and a copy placed on file in the City Clerk's Office; and

WHEREAS, said proposed budget has been made public and available for public inspection since January 12, 2015 and a public hearing was held on February 23, 2015; and

WHEREAS, said proposed budget estimated revenues and expenditures for all operating funds of the City of Batavia at \$23,771,689, including the General Fund at \$15,804,764; and

WHEREAS, said proposed budget includes revenues to be raised through the property tax levy of \$5,070,713; and

WHEREAS, the City Council has reviewed and amended the City Manager's proposed budget;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that the 2015-2016 Budget Ordinance is hereby enacted pursuant to Section 3.13 of the City Charter.

**Seconded by Councilperson
and on roll call**

ORDINANCE #001-2015
AN ORDINANCE ADOPTING THE 2015-2016 BUDGET AND DETERMINING THE
AMOUNT OF TAX TO BE LEVIED ON ALL REAL PROPERTY FOR THE 2015-2016
FISCAL YEAR

BE IT ENACTED, by the Council of the City of Batavia, New York:

SECTION 1. The proposed Budget for 2015-2016, submitted by the City Manager pursuant to Sections 16.3, 16.4, and 16.5 of the City Charter on January 12, 2015, as amended, setting forth the estimates of revenues and expenditures for the fiscal year 2015-2016 of the various funds of the City of Batavia, namely, General Fund, Water Fund, Sewer Fund, and Workers' Compensation Fund is hereby approved and that the several amounts allowed as estimated expenditures be and are hereby appropriated to the use of the several departments of the City of Batavia for the purpose set forth in each estimate in the proposed budgets for the fiscal year 2015-2016.

SECTION 2. The City Council does hereby finally ascertain, fix, and determine that the entire amount necessary, proper, and legal be raised by tax to defray the expenditures of the City of Batavia for the fiscal year of 2015-2016 is \$5,070,713.

SECTION 3. The sum of \$5,070,713 the entire amounts heretofore ascertained, fixed, and determined as necessary, proper, and legal be raised by tax to defray the expenditures of the City of Batavia for the fiscal year 2015-2016, be and the same is hereby levied on all the real property subject to taxation by the City of Batavia according to valuation upon the assessment roll for the fiscal year 2015-2016.

SECTION 4. The amounts to be raised by taxation as hereby stated for City purposes is hereby a warrant upon the Clerk-Treasurer to spread and extend such levies upon the current assessment tax roll and to collect the same.

SECTION 5. The budget summaries, as filed in the Clerk-Treasurer's Office of the various funds of the City of Batavia, are made a part hereof and are hereby declared to be part of the Ordinance.

SECTION 6. This Ordinance shall become effective April 1, 2015.

Budget Summaries

General Fund

General Fund - Capital Reserves	\$ 201,303.00
City Council	\$ 51,700.00
City Manager	\$ 178,330.00
Finance	\$ 170,906.00
Administrative Services	\$ 313,460.00
Clerk/Treasurer	\$ 146,315.00
City Assessment	\$ 145,072.00
Legal Services	\$ 217,050.00
Personnel	\$ 524,430.00
Engineering	\$ 32,000.00
Elections	\$ 11,835.00
Public Works Administration	\$ 111,600.00
City Facilities	\$ 267,740.00
Information Systems	\$ 74,169.00
General Fund - Contingency	\$ 250,000.00
Police	\$ 3,985,690.00
Fire	\$ 3,850,160.00
Control of Dogs	\$ 1,310.00
Inspection	\$ 329,965.00
Vital Statistics	\$ 18,960.00
Maintenance Administration	\$ 211,570.00
Street Maintenance	\$ 607,115.00
Public Works Garage	\$ 495,345.00
Snow Removal	\$ 541,830.00
Street Lights & Traffic Signals	\$ 279,360.00
Sidewalk Repairs	\$ 318,558.00
Parking Lots	\$.00
Community Development	\$ 20,000.00
Council on Arts	\$ 2,250.00
Parks	\$ 616,350.00
Summer Recreation	\$ 68,000.00
Youth Services	\$ 194,715.00
Historic Preservation	\$ 2,395.00
Community Celebrations	\$ 15,870.00
Planning & Zoning Boards	\$ 3,200.00
Storm Sewer	\$ 217,150.00
Refuse & Recycling	\$ 62,430.00
Street Cleaning	\$ 139,270.00
Medical Insurance	\$ 12,030.00
General Fund - Debt Service/Bonds	\$ 525,125.00
General Fund - BAN	\$ 16,953.00
Install Pur Debt - Municipal Lease	\$ 7,256.00
Gen. Fund - Debt Srvc-Energy Lease	\$ 73,255.00
Gen. Fund - Other Gov't Debt	\$ 94,512.00
General Fund - Transfer/Other Funds	\$ 398,230.00
TOTAL	\$ 15,804,764.00

**Water, Wastewater &
Workers Comp Funds****PROPOSED
2015/16**

Water Administration	\$ 2,339,325.00
Pump Station & Filtration	\$ 1,634,120.00
Water Distribution	\$ 420,320.00
Water Fund – Medical Insurance	\$ 1,150.00
Water Fund Contingency	\$ 18,489.00
Water Fund - Debt Service/Bonds	\$ 25,663.00
Install Pur Debt – Municipal Lease	\$ 4,032.00
Water Fund– Debt Srvc-Energy Lease	\$ 17,481.00
Water Fund – Transfers for Cap Proj	\$.00
Water Fund - Transfer to Other Funds	\$ 279,070.00
Water Fund - Capital Reserve	\$ 82,086.00

TOTAL	\$ 4,821,736.00
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Wastewater Administration	\$ 349,085.00
Sanitary Sewers	\$ 449,535.00
Wastewater Treatment	\$ 865,920.00
WW Fund Contingency	\$ 28,000.00
WW Fund – Medical Insurance	\$ 740.00
WW Fund - Debt Service/Bonds	\$ 159,500.00
WW Fund – Debt Service/BAN	\$.00
WW Fund - Debt Srvc-Energy Lease	\$ 7,251.00
Install Pur Debt – Municipal Lease	\$ 29,028.00
WW Fund – Transfer to Other Funds	\$ 574,330.00
WW Fund – Transfer/Capital Fund	\$.00
WW Fund - Capital Reserve	\$ 120,500.00

TOTAL	\$ 2,583,889.00
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Workers' Compensation	\$ 561,300.00
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TOTAL	\$ 561,300.00
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TOTAL	\$ 23,771,689.00
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-2015

**RESOLUTION TO ADOPT LOCAL LAW NO. 1 OF 2015 ENTITLED A LOCAL LAW
TO AMEND §184-41 (A), (B), (C), AND (O) OF THE CODE OF THE CITY OF
BATAVIA TO ESTABLISH NEW WATER RATES, METER FEES AND A CAPITAL
IMPROVEMENT FEE**

Motion of Councilperson

WHEREAS, due to the increases in operating costs for the water system, it is necessary to increase rates; and

WHEREAS, an amendment of the City Code requires the adoption of a Local Law; and

WHEREAS, a public hearing on this proposed Local Law was held on February 23, 2015 before this Council, pursuant to public notice duly published in *The Daily News*.

NOW, THEREFORE, BE IT RESOLVED, that proposed Local Law No. 1 of 2015 entitled a **Local Law to Amend §184-41 (A), (B), (C), and (O) of the Code of the City of Batavia to Establish New Water Rates, Meter Fees and a Capital Improvement Fee** be and the same is hereby enacted by City Council of the City of Batavia, New York.

**Seconded by Councilperson
and on roll call**

**LOCAL LAW NO. 1 OF THE YEAR 2015
CITY OF BATAVIA**

**A LOCAL LAW TO AMEND §184-41(A), (B), (C), AND (O) OF THE CODE OF THE
CITY OF BATAVIA TO ESTABLISH NEW WATER RATES, METER FEES AND A
CAPITAL IMPROVEMENT FEE**

Be It Enacted by the City Council of the City of Batavia, New York as follows:

Section 1. § 184-41. Water rates.

A. Water Rates

City – Water – Quarterly Schedule

First _____ 300,000 _____ gallons \$4.62 per 1,000 gallons
Over _____ 300,000 _____ gallons \$3.85 per 1,000 gallons

[\$4.78 per 1,000 gallons]

Town Served Directly by the City – Building and Hydrants

First _____ 300,000 _____ gallons \$5.93 per 1,000 gallons
Over _____ 300,000 _____ gallons \$4.90 per 1,000 gallons

[\$6.14 per 1,000 gallons]

B. Bulk rate at water plant fill station: ~~\$6.18~~ [\$6.40] per 1,000 gallons; cards: \$12.50 each.

Section 3. Effective Date

The foregoing amendment shall become effective with the water consumed ~~April 1, 2014~~
~~as billed on and after June 1, 2014~~ [April 1, 2015 as billed on and after June 1, 2015].

C. Quarterly meter service and availability charge for meters:

Type	Size in Inches	Quarterly Fee
Disc	5/8	\$9.00 [9.32]
Disc	3/4	\$11.39 [11.79]
Disc	1	\$12.00 [12.42]
Disc	1 ½	\$20.39 [21.10]
Disc	2	\$28.31 [29.30]
Compound	2	\$23.98 [24.82]
Compound	3	\$91.21 [94.40]
Compound	4	\$145.18 [150.26]

Compound	6	\$219.31 [226.99]
Turbo	3	\$53.97 [55.86]
Turbo	4	\$91.21 [94.40]
Fireline	4	\$91.21 [94.40]
Fireline	6	\$145.18 [150.26]
Fireline	8	\$202.38 [209.46]
Fireline	10	\$264.28 [273.53]

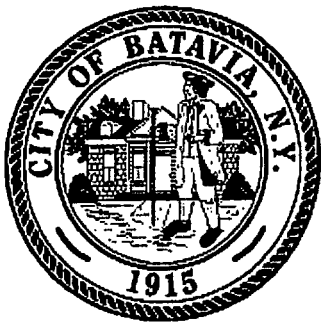
All of the above meter service charges include the required remote reading encoder systems.

O. Quarterly Capital Improvement fee for meters:

Type	Size in Inches	Quarterly Fee
Disc	5/8	\$3.00 [4.50]
Disc	3/4	\$3.80 [5.70]
Disc	1	\$4.00 [6.00]
Disc	1 1/2	\$6.80 [10.20]
Disc	2	\$9.44 [14.16]
Compound	2	\$8.00 [12.00]
Compound	3	\$30.42 [45.63]
Compound	4	\$48.42 [72.63]
Compound	6	\$73.15 [109.73]
Turbo	3	\$18.00 [27.00]
Turbo	4	\$30.42 [45.63]
Fireline	4	\$30.42 [45.63]
Fireline	6	\$48.42 [72.63]
Fireline	8	\$67.50 [101.25]
Fireline	10	\$88.15 [132.23]

Deletions designated by ~~strikeout~~

Additions designated as [brackets]



City of Batavia

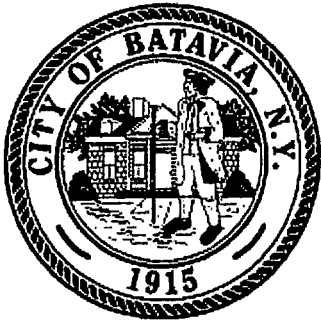
To: Honorable City Council
From: Sally Kuzon, Director of Public Works
Date: February 11, 2015
Subject: Chemical Bids

The Bureau of Water and Wastewater issued a Request for Bids on February 11, 2015 for chemicals to be used at the Water Filtration Plant and Wastewater Treatment Plant during the 2015-2016 fiscal year.

Bids will be opened on February 27, 2015 at 1:00 PM. Staff will canvass the bids and a recommendation of award will be submitted for consideration at the regular Council Business Meeting on March 9, 2015.

Department of Public Works
One Batavia City Centre
Batavia, New York 14020
www.batavianewyork.com

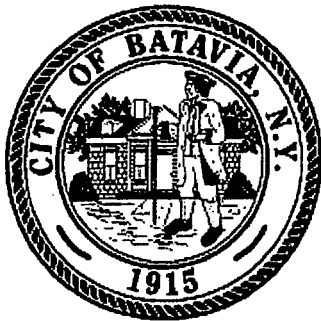
Administration & Engineering: 585-345-6325
Inspection: 585-345-6345
Water & Wastewater: 585-345-6315
Fax: 585-345-1385



To: Jason Molino, City Manager
From: Sally Kuzon, Director of Public Works
Subject: Lime Sludge Removal
Date: February, 11, 2015

Lime Sludge is a bi - product of the softening process performed at the Water Filtration Plant. Approximately six times per year an independent contractor hauls the waste material from the plant to an appropriate site for disposal.

Bid documents have been prepared and advertised with the required scope of services to haul the sludge from the plant to a disposal site. Bids will be opened at 1:00 PM on February 27, 2015. All bids will be canvassed and a recommendation of award will be submitted to City Council for their consideration at the regular Business Meeting on March 9, 2015.



Department of Public Works

To: Jason Molino, City Manager
From: Sally Kuzon, Director of Public Works
Date: February 17, 2015
Subject: Healthy Schools Corridor, Transportation Alternatives Program (TAP) Award

The City received funding through the Federal Transportation Alternatives Program (TAP) administered by the New York State Department of Transportation (NYSDOT) to replace approximately 12,300 linear feet of sidewalk along both sides of Summit Street, South Liberty Street and Washington Avenue between Bank and Ross. All sidewalks will be ADA compliant and will include the installation of handicap ramps with detectible surfaces and replacement of high visibility crosswalks. The total project cost is \$961,000 with the City's share totaling \$240,250 (25%).

The project has 3 phases and funding obligation dates as following:

Scoping (Engineering selection, preliminary design)	\$ 72,000	2/1/15
Design	\$ 48,000	4/1/16
Construction & Inspection	\$841,000	1/1/17

Completion Date		1/1/18
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Total Project Cost	\$961,000
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Attached for City Council's review and consideration at the regular Business Meeting on March 9, 2015 is a resolution authorizing Phase I of the project.

Please contact me if you should require additional information or have any questions about the project or process.

#-2015

RESOLUTION AUTHORIZING AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR PRELIMINARY ENGINEERING AND DESIGN FOR THE CITY OF BATAVIA HEALTHY SCHOOLS CORRIDOR

Motion of Councilperson

WHEREAS, a project for the Reconstruction of Sidewalks for Summit Street from North Street to East Main Street (Route 5), Liberty Street from East Main Street (Route 5) to Morton Avenue, and Washington Avenue from Ross Street to Bank Street, City of Batavia, Genesee County, P.I.N. 4755.93 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-Federal funds; and

WHEREAS, the City of Batavia desires to advance the Project by making a commitment of 100% of the non-Federal share of the costs of Preliminary Engineering and Design.

NOW THEREFORE BE IT RESOLVED, the City Council, duly convened does hereby resolve that the above-referenced Project is approved; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the payment in the first instance 100% of the Federal and non-Federal share of the cost of Preliminary Engineering and Design for the Project or portions thereof; and

BE IT FURTHER RESOLVED, that the sum of \$72,000 is hereby appropriated and made available to cover the cost of participation in the above phase of the Project; and

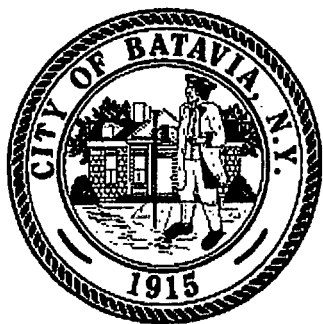
BE IT FURTHER RESOLVED, that in the event the full Federal and non-Federal share of the Project costs exceeds the amount appropriated above, the City Council shall convene as soon as possible to appropriate said excess amount immediately upon notification by the New York State Department of Transportation thereof; and

BE IT FURTHER RESOLVED, that the Council President be and is hereby authorized to execute all necessary agreements, and the Director of Public Works is authorized to execute certifications or reimbursement requests for Federal aid on behalf of the City Council 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 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 Councilperson
and on roll call**



City of Batavia

To: Honorable City Council

From: Jason Molino, City Manager 

Date: February 17, 2015

Subject: Foreclosed Properties

Recently the City has foreclosed on sixteen (16) properties. Below is a list of each property address, type of property, delinquent taxes, charges and fees against the property and assessed value. It is recommended that the City move twelve (12) properties to public auction as well as one (1) property from the prior year (Liberty St.)

Public Auction Properties

<u>Property Address</u>	<u>Type of Property</u>	<u>Delinquent taxes, charges & fees</u>	<u>Assessed value</u>
214 Ellicott St.	Commercial	\$13,396	\$70,000
Ellicott St. Rear	Vacant Land	\$2,923	\$31,000
Hall, Batavia City Centre	Commercial	\$1,146	\$10,000
30 Hutchins Place	Vacant Land	\$2,458	\$3,600
26-28 Hutchins Place	Vacant Land	\$17,421	\$35,000
South Main St.	Vacant Land	\$88	\$100
159 Bank St.	Single Family	\$22,017	\$72,000
33 Clinton St.	Single Family	\$37,630	\$79,000
42 Lyon St.	Single Family	\$24,479	\$69,000
27 Oak St.	Single Family	\$31,817	\$60,000
210 Ross St.	Single Family	\$12,345	\$83,000
214 Swan St.	Two Family	\$32,532	\$68,000
141 Liberty	Vacant Land	\$9,325	\$6,800

Adjacent property owners to the above reference vacant land have been notified of the property auction. Also, 26-28 and 30 Hutchins are adjacent parcels and will be auctioned as one property because combined they provide a viable building lot.

With all property sales, under the BMC, Chapter 66-9 (D) the City reserves the right to decline to sell any parcel of land or property to any individual which the City determines not to qualify as a responsible property owner. Similar to prior years the staff will provide to City Council the history of potential buyers who have any prior BMC violations as a property owner in the City, property address contacts with Batavia PD and any delinquent taxes.

City Property

One property not recommended for disposal at this time is 2C Law St. This parcel is located adjacent to the City's green waste station. Currently the City's yard waste station is located on leased land, 2C Law St. may be a viable relocation. It is requested that the City review this parcel further and make a recommendation to City Council at a later date. Currently the property is vacant.

Habitat for Humanity of Genesee County New York

Continuing to build on the City's Strategic Plan efforts to improving housing quality, it is recommended that the City continue the relationship with Habitat for Humanities and transfer three (3) vacant and abandoned foreclosure properties to Habitat.

This year it is recommended that the City transfer 54 Oak St., 131 Pearl St. and 240 State St. The 54 Oak Street and 131 Pearl Street properties have been vacant since at least March 2011 and August 2012 respectively, which was the last water meeting reading at each property. The owner of 240 State Street has been deceased, which lead to the foreclosure of the property. All properties have significant code violations and deterioration. Both 54 Oak St. and 131 Pearl St. maybe candidates for demolition if the City retains ownership.

Currently Genesee County Habitat is finishing 11 South Spruce Street which was transferred in June 2014. Consistent with the City's Strategic Plan it is recommended that the City move forward with the sale transfer 54 Oak St., 131 Pearl St. and 240 State St. in accordance with the City's Residential Re-Development Land Use Plan. Because all properties are currently vacant and have significant deterioration, it is recommended the City dispose of these properties to Habitat for a minimal cost; 54 Oak St. for \$2,500, 240 State St. for \$2,500 and 131 Pearl St. for \$1,000. In doing so, City Council would have to authorize the sale by resolution at an upcoming Council meeting. If approved it is expected that the properties could be rehabilitated within 24 months after property transfer, which provides ample time to complete each redevelopment.

Over the past eight years Habitat has rehabilitated seven single family homes in the City (on streets, Central, State, South Spruce, North, Harvester, Raymond, Columbia, McKinney). The average assessed value of properties prior to Habitat's renovations was \$49,520. After Habitat's renovations and location of families into each property the average assessed value has increased to \$68,400. This is an average increase of 38% in assessed values due to Habitat's dedicated and diligent work in renovating homes.

The renovated homes and new families add considerable benefits to the street and neighborhoods they are located on, and greatly contribute to the City's neighborhood revitalization efforts. Also, in the current and proposed Strategic Plan, one performance measurement is to improve housing quality by assisting with the completion of residential homes annually. Transferring these properties to Habitat for redevelopment will assist in meeting these objectives.

Documents:

- 1) Draft resolutions

Office of the City Manager
One Batavia City Centre
Batavia, New York 14020

Phone: 585-345-6330
Fax: 585-343-8182
www.batavianewyork.com

#-2015

**RESOLUTION TO DISCONTINUE THE PUBLIC USE AND TO AUTHORIZE
THE COUNCIL PRESIDENT TO SIGN A PURCHASE AND SALE CONTRACT
FOR 54 OAK STREET WITH BATAVIA HOUSING AUTHORITY**

Motion of Councilperson

WHEREAS, the City foreclosed on 54 Oak Street (SBL #84.032-1-10) for non-payment of property taxes; and

WHEREAS, on October 12, 2010 and pursuant to Section 150 of the Public Housing Law the City Council adopted a Residential Re-Development Land Use Plan for the purpose of assisting with the elimination of blight and existing substandard housing conditions, while providing a means for individuals and families of low income to acquire and reside in adequate housing; and

WHEREAS, the Batavia Housing Authority has agreed to assist and partner with the City of Batavia with property transfer and residential re-development efforts subject to the Residential Re-Development Land Use Plan; and

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia, that it discontinues the public use of said property and authorizes the City Council President to sign a Purchase and Sale Contract for each property, as well as, all necessary and appropriate closing documents, to convey 54 Oak Street to the Batavia Housing Authority, subject to the Batavia Housing Authority's execution of the Purchase and Sale Contract that is satisfactory to the City Attorney's Office.

BE IT FURTHER RESOLVED, this transfer of property and redevelopment is consistent with the City's Strategic Plan in achieving Key Intended Outcome's identified under the Neighborhood Revitalization strategic priority.

**Seconded by Councilperson
and on roll call**

#-2015

**RESOLUTION TO DISCONTINUE THE PUBLIC USE AND TO AUTHORIZE
THE COUNCIL PRESIDENT TO SIGN A PURCHASE AND SALE CONTRACT
FOR 131 PEARL STREET WITH BATAVIA HOUSING AUTHORITY**

Motion of Councilperson

WHEREAS, the City foreclosed on 131 Pearl Street (SBL #84.013-1-23) for non-payment of property taxes; and

WHEREAS, on October 12, 2010 and pursuant to Section 150 of the Public Housing Law the City Council adopted a Residential Re-Development Land Use Plan for the purpose of assisting with the elimination of blight and existing substandard housing conditions, while providing a means for individuals and families of low income to acquire and reside in adequate housing; and

WHEREAS, the Batavia Housing Authority has agreed to assist and partner with the City of Batavia with property transfer and residential re-development efforts subject to the Residential Re-Development Land Use Plan; and

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia, that it discontinues the public use of said property and authorizes the City Council President to sign a Purchase and Sale Contract for each property, as well as, all necessary and appropriate closing documents, to convey 131 Pearl Street to the Batavia Housing Authority, subject to the Batavia Housing Authority's execution of the Purchase and Sale Contract that is satisfactory to the City Attorney's Office.

BE IT FURTHER RESOLVED, this transfer of property and redevelopment is consistent with the City's Strategic Plan in achieving Key Intended Outcome's identified under the Neighborhood Revitalization strategic priority.

**Seconded by Councilperson
and on roll call**

#-2015

**RESOLUTION TO DISCONTINUE THE PUBLIC USE AND TO AUTHORIZE
THE COUNCIL PRESIDENT TO SIGN A PURCHASE AND SALE CONTRACT
FOR 240 STATE STREET WITH BATAVIA HOUSING AUTHORITY**

Motion of Councilperson

WHEREAS, the City foreclosed on 240 State Street (SBL #71.082-1-42) for non-payment of property taxes; and

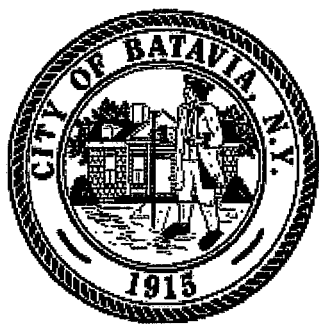
WHEREAS, on October 12, 2010 and pursuant to Section 150 of the Public Housing Law the City Council adopted a Residential Re-Development Land Use Plan for the purpose of assisting with the elimination of blight and existing substandard housing conditions, while providing a means for individuals and families of low income to acquire and reside in adequate housing; and

WHEREAS, the Batavia Housing Authority has agreed to assist and partner with the City of Batavia with property transfer and residential re-development efforts subject to the Residential Re-Development Land Use Plan; and

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia, that it discontinues the public use of said property and authorizes the City Council President to sign a Purchase and Sale Contract for each property, as well as, all necessary and appropriate closing documents, to convey 240 State Street to the Batavia Housing Authority, subject to the Batavia Housing Authority's execution of the Purchase and Sale Contract that is satisfactory to the City Attorney's Office.


BE IT FURTHER RESOLVED, this transfer of property and redevelopment is consistent with the City's Strategic Plan in achieving Key Intended Outcome's identified under the Neighborhood Revitalization strategic priority.

**Seconded by Councilperson
and on roll call**



City of Batavia

To: Honorable City Council

From: Jason Molino, City Manager 

Date: February 17, 2015

Subject: Microenterprise Grant

As part of the 2014 Consolidated Funding Application (CFA) round, New York State offered grants under the Community Development Block Grant (CDBG) which is administered by the NYS Office of Community Renewal. The total amount of funding statewide under the program was \$25 million. An objective of the NYS CDBG Microenterprise program is to create opportunities for the development of microbusinesses that promote employment opportunities for persons of low- to moderate-income families. A microenterprise is defined as a commercial enterprise that has five (5) or fewer employees, one (1) or more of which is the principal and owns the enterprise at the time of application. The size of a microenterprise includes both part-time and full-time employees. The City and the Batavia Development Corporation (BDC) collaborated to submit a CFA in June 2014 requesting \$200,000.

In December 2014 the City was awarded \$200,000 for a microenterprise program that will go towards providing approximately 10 grants to small businesses and entrepreneurs in the City. The application identified the City's economic development partner, the BDC, as the sub-recipient of the grant and will be responsible for the program delivery of grant funds.

Similar to the 2011 NY Main Street grant, the BDC would manage the program and the City would retain a qualified firm to oversee the grant administration. In addition, this microenterprise grant requires all eligible candidates seeking funding to successfully complete an Entrepreneurial Training course which will be provided by Genesee Community College (GCC). This training is required under the CDBG guidelines and must teach the fundamentals of owning and operating a business. The training program should help entrepreneurs develop business skills and at a minimum will cover developing a business plan, legal issues, taxes, recordkeeping and accounting, financing, marketing and advertising and employee issues. The BDC will coordinate this training in partnership with the GCC BEST Center.

The total grant includes \$150,000 for business assistance, \$31,300 for program delivery, \$10,000 for grant administration and \$8,700 for microenterprise classroom instruction. In total, the performance measurements for the program include assisting 10 small business owners, half of which need to low-to-moderate business owners, creating a minimum of 10 new jobs. The minimum requirement of the program is to benefit 5 business owners and create 5 new jobs.

The City issued a Request for Proposals (RFP) for grant administration on February 17th, with a deadline of March 3rd. It is expected to have a recommendation to City Council on the grant administration for the March 9th Council meeting. The attached Sub-recipient Agreement between the City and BDC is required under CDBG guidelines and provides performance standards and responsibilities for implementing the City's grant funds. The grant spans from December 11, 2014 to December 10, 2016.

It is recommended that action for both the program delivery and grant administration be moved to the March 9th Council meeting.

Documents:

- 1) Draft resolution and Sub-recipient Agreement

#-2015

**RESOLUTION TO AUTHORIZE THE BATAVIA DEVELOPMENT CORPORATION
TO SERVE AS THE SUB-RECIPIENT ADMINISTRATOR OF THE NEW YORK STATE
COMMUNITY DEVELOPMENT BLOCK GRANT MICROENTERPRISE PROGRAM**

Motion of Councilperson

WHEREAS, the City of Batavia was awarded a \$200,000 NYS Microenterprise Community Development Block Grant (CDBG) through the 2014 Finger Lakes Regional Economic Development Council Consolidated Funding Application process; and

WHEREAS, the CDBG Microenterprise grant award is required to meet a National Objective in order to expand economic opportunities principally for persons of low and moderate income; and

WHEREAS, the Microenterprise program will provide resources to support and foster the development of microbusinesses by providing grants paid directly to commercial enterprises upon successful completion of capacity building training; and

WHEREAS, the Batavia Development Corporation's mission is to improve economic conditions in the City of Batavia; and

WHEREAS, the City of Batavia and the Batavia Development Corporation already work cooperatively to manage the City's small business revolving loan and grant programs by virtue of the Economic Development Services Agreement; and

WHEREAS, the Batavia Development Corporation and its staff has expertise to ensure proper program delivery including training program coordination, determining applicant eligibility, evaluating business proposals, defining a framework for financial underwriting and selecting projects for funding; and

WHEREAS, a "Sub-Recipient Agreement" outlines the terms and conditions by which the Batavia Development Corporation will adhere to NYS policy for program delivery of the City's new CDBG Microenterprise program; and

WHEREAS, the CDBG Microenterprise grant award has allocated resources for both administrative services and program delivery reimbursements;

NOW THEREFORE, BE IT RESOLVED, the City Council designates the Batavia Development Corporation as "Sub-Recipient" to manage the NYS CDBG Microenterprise program per the terms and conditions defined within the "Sub-Recipient Agreement"; and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Batavia Development Corporation Board to review and make decisions on NYS Microenterprise awards to individual applicants.

**Seconded by Councilperson
and on roll call**

SUBRECIPIENT AGREEMENT

**BETWEEN
City of Batavia
AND
Batavia Development Corporation
FOR
Microenterprise Assistance Program**

THIS AGREEMENT, entered this ____ day of _____, 20____ by and between the City of Batavia (herein called the "Grantee") and the Batavia Development Corporation (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received Micro-enterprise Assistance funds from the New York State Office of Community Renewal Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering activities of a Micro-enterprise Assistance Program set forth in Attachment A in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement will meet the National Objective in one of two ways:

1. By creating a minimum of one (1) permanent full-time equivalent job for persons from LMI families. A full time equivalent (FTE) job is any combination of two or more part-time jobs that, when combined together, constitute the equivalent of a job of at least 40 hours per week. If more than one (1) FTE job is created as a result of NYS CDBG assistance, a minimum of fifty-one percent (51%) of the jobs must benefit persons from LMI families.

2. If the beneficiary / entrepreneur receiving the grant qualifies as LMI himself/herself. For microenterprises that are owned and operated by more than one individual, a majority of the owners must qualify as LMI in order to meet the Limited Clientele Microenterprise (LMCMC) National Objective.

C. Levels of Accomplishment – Goals and Performance Measures

The City of Batavia has estimated that \$150,000 will be available to an estimated 10 micro-enterprise applicants with an average grant of \$15,000. It is expected the Batavia Development Corporation assists at least five micro-enterprises and that all funds will be disbursed by _____, 2016.

D. Staffing

Subrecipient shall ensure adequate and appropriate staffing as identified in Attachment A are allocated to each activity. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the ____ day of _____, 20__ and end on the ____ day of _____ of 20__. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Micro-enterprise Assistance to Businesses	\$150,000
Training	\$ 8,700
Program Administration	\$ 10,000
Program Delivery	\$ 31,300
TOTAL	\$200,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$200,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Batavia

Jason Molino, City Manager

City of Batavia

One Batavia City Centre

Batavia, NY 14020

585-345-6330

Batavia Development Corporation

Raymond Chaya, President

Batavia Development Corporation

One Batavia City Centre

Batavia, NY, 14020

585-345-6380

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee),

and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report [insert frequency of reports, e.g., "monthly"] all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the

Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with New York State Civil Rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's

commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

- a) **Approvals:** The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) **Monitoring:** The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

- c) Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

X. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XI. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Batavia

Batavia Development Corporation

By _____
Council President

By _____
President

Attest _____
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. _____

CITY ATTORNEY

Attachment A

SCOPE OF SERVICES

A. General Grant Services

The Subrecipient will be responsible for administering the Micro-enterprise Assistance Program development grant program for the City of Batavia hereinafter referred to as "the Grantee." The Subrecipient will administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

Changes to the program focus and objectives, scope of services, schedule, or budget contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by both the Subrecipient and Grantee.

The focus of the Subrecipient's efforts under this Agreement will be the provision of grants to private for-profit businesses located in the City of Batavia that will result in the creation of jobs at those businesses primarily for low- and moderate-income individuals.

1) Outreach: the Subrecipient will advertise the Micro-enterprise Assistance program and conduct other forms of outreach. The Subrecipient's outreach efforts will be sufficient to generate enough demand to distribute \$150,000 in funding by _____, 2016.

2) Completion of applications; underwriting assessment: the Subrecipient will assist for-profit businesses in completing applications, and will perform an assessment of each request to: (a) determine the CDBG eligibility, (b) evaluate the job creation potential relative to meeting the National Objective and Public Benefit standards, and (c) ascertain the creditworthiness of the applicant. The Subrecipient will perform a front-end assessment to determine whether each grant is appropriate, and as part of this assessment will consider the business' need for financial assistance, the feasibility of the proposed venture or business activity, the past business experience of the applicant, the reasonableness of the proposed costs and return to the applicant, the commitment of other sources of funds, and the ratio of the grant level to the full-time equivalent jobs expected to be created. Each microenterprise must comply with HUD Underwriting Standards, set forth in 24 CFR 570.482(e) and Appendix A to Part 570. It is the responsibility of the Subrecipient to underwrite each grant application.

3) Micro-enterprise Review Committee: the Subrecipient will establish and maintain a Micro-enterprise Review Committee, consisting of a representative of the Subrecipient, a representative of the Grantee, and other representatives familiar with business development including bankers, lawyers, other businesses and other professionals. The Microenterprise Committee will review all grant recommendations forwarded to it by the BDC economic development program staff. No grant will be made under the economic development grant program without the approval of a majority of the members of the Grant Review Committee.

4) Grant closing: with the authorization of the Micro-enterprise Committee, the Subrecipient will execute all necessary documents and will draw down funds as necessary to cover the expenses of approved applicants for activities authorized by executed grant agreements. The grant documents executed with applicants will include explicit provisions describing (a) the records that grant recipients must maintain to demonstrate the eligibility of the CDBG expenditures and the

satisfaction of the CDBG National Objective, and (b) the conditions and procedures under which recapture will occur.

5) Monitoring of job creation: the Subrecipient will monitor grant recipients on at least a quarterly basis to assess their progress in creating jobs for low- and moderate-income persons, and will institute recapture provisions in instances where the grant recipient fails to take sufficient action to satisfy the CDBG National Objective requirement.

6) Maintenance of records: The Subrecipient will maintain sufficient records to fully document (a) the grant application and underwriting review, including the front end assessment of CDBG eligibility and appropriateness of the grant, (b) the final terms and conditions of the grant, and (c) satisfaction of the CDBG National Objective, and Public Benefit requirements consistent with the requirements of 24 CFR 570.208(a)(4) and 570.209. All such records will be maintained according to the general requirements of 24 CFR 570.506 and those specified in the section of this Agreement on retention of records [Grantee to add specific reference here].

7) Oversight of Training: The Subrecipient will provide oversight of the Micro-enterprise Training program developed by the BEST Center at Genesee Community College (GCC) including communications with the BEST Center, payment of invoices, and management of any issues that arise between the City and GCC.

B. Staffing

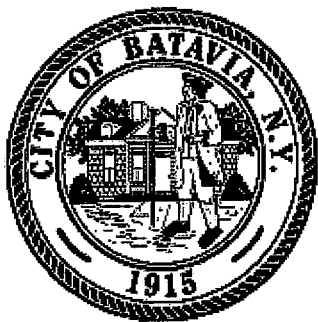
The Subrecipient shall assign the BDC Economic Development Coordinator as Key Personnel for the Micro-enterprise Assistance Program. The Economic Development Coordinator shall perform all duties as assigned above

If the Subrecipient needs to engage sub-contractors, such as grants consultants, to assist with the Micro-enterprise Program, the Subrecipient shall not enter into any subcontracts without the written consent of the Grantee prior to the execution of such agreement.


Any changes in the Key Personnel or subcontractors assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

C. Project Schedule

The Subrecipient shall complete all tasks on or before _____, 2016



City of Batavia

To: Honorable City Council
From: Jason Molino, City Manager 
Date: February 20, 2015
Subject: Government Efficiency Plan

Attached please find information from Jay Gsell, County Manager that was provided to the Genesee Association of Municipalities (GAM) February 19, 2015 meeting regarding the State Property Tax Freeze and required Government Efficiency Plans. As part of the Property Tax Freeze program adopted last year, the State is requiring municipalities to submit Government Efficiency Plans that demonstrate a savings equal to one percent of their tax levies for years 2017, 2018 and 2019. These efficiency plans are one requirement needed in order for homeowners to receive a Freeze Credit. Another requirement is that each community stay within the tax cap. The State is recommending that County's take a lead in the development and submission of County-wide plans.

The State guidance on this issue is relatively limited at this point, however we anticipate more direction in the upcoming weeks as the deadline for submission is June 1, 2015. While some of the City's many shared service agreements with the County and Town may not qualify as they were established prior to 2012, partnering with the County and surrounding municipalities on this project will provide the greatest opportunity to the City for meeting the State's requirements.

It is recommended that City partner with Genesee County's submittal of a Government Efficiency Plan. There is no formal action needed by City Council at this time, however staff can begin working with the County Manager's Office to coordinate information.

Please feel free to contact me if you have any questions or concerns.

GENESEE COUNTY

JAY A. GSELL
County Manager

L. MATTHEW LANDERS
Assistant County Manager



COUNTY COURTHOUSE
7 Main Street
Batavia, New York 14020
(585) 344-2550 Ext. 2204
Fax: (585) 345-3077

Memorandum

TO: Genesee County Municipalities
FROM: Jay A. Gsell, County Manager
DATE: February 10, 2015
SUBJECT: Government Efficiency Plan

The second year of Governor Cuomo's Property Tax Freeze program requires local governments to put forward a compliant Government Efficiency Plan to save one percent of their tax levies in each of the following three years, in order for homeowners to receive a Freeze Credit.

Local governments are strongly encouraged to convene and facilitate a process to develop and submit county-wide efficiency Plans. In this regard, attached is a short survey to gauge municipalities' interest in a collective Government Efficiency Plan with Genesee County being the lead unit and a timeline to ensure the requirement of a June 1, 2015 submittal.

Please feel free to contact Matt Landers, Assistant County Manager if you have any questions or concerns. (585) 344-2550 ext. 2204 or mlanders@co.genesee.ny.us

JAG:vjm

Attachment

Property Tax Freeze

How it Works and What it Means for Your Municipality

- Conditions necessary for a rebate to be paid
 - **Year One** – municipality must stay within the tax cap
 - Rebates are paid even if the levy stays the same, goes down or is less than the allowable cap growth
 - When the tax bill is the same or lower, the homeowner will receive a credit equal to the previous year's tax bill multiplied by the inflation factor (1.56% for counties in 2015).
 - A local override of the tax cap makes homeowners ineligible for the tax freeze credit, even if the municipality stay within the cap

Property Tax Freeze

How it Works and What it Means for your Municipality

- **Year Two** -- stay within tax cap and submit a government efficiency or shared services plan that demonstrates saving equal to one percent of the combined property tax levies for those participating in the joint plan
 - Efficiency plans are due June 1, 2015 to State DOB for evaluation.
 - Savings based on 2014 Tax Levies of Municipalities in joint plan
 - Savings must be quantified and demonstrated in 2017, 2018, 2019 budget years

The Calculation*

Example:

One county, one city, three towns, two villages, and three fire districts develop a Government Efficiency Plan together. All of these local governments have fiscal years that begin on January 1, except for the two villages, which have fiscal years that begin on June 1.

For the local governments with a January 1 fiscal year, the levy used would be for the 2014 fiscal year.

For the two villages, the levy used would be the 2014-15 fiscal year, as this fiscal year begins in 2014.

The total levy for the participating local governments is \$78,000,000. The savings requirement that would need to be achieved is one percent of this levy - \$780,000.

	Local Fiscal Year Beginning in 2014	Levy for that Year
County A	2014	\$40,000,000
City A	2014	\$10,000,000
Town A	2014	\$7,000,000
Town B	2014	\$5,000,000
Town C	2014	\$6,000,000
Village A	2014-15	\$3,000,000
Village B	2014-15	\$4,000,000
Fire District A	2014	\$900,000
Fire District B	2014	\$1,100,000
Fire District C	2014	\$1,000,000
Total Levy		\$78,000,000

Total Levy for Participating Local Governments	\$78,000,000	
x	1%	x
	Savings Requirement	\$780,000

*As provided in State guidance document

Example of Savings Plan

Example: One county, one city, three towns, two villages, and three fire districts develop a Government Efficiency Plan together with a savings requirement of \$780,000. The cooperation agreements, shared services, mergers, and efficiencies included in the Government Efficiency Plan would generate savings of \$790,000 in 2017, \$809,000 in 2018, and \$829,000 in 2019 – exceeding the savings requirement.

Description of cooperation agreement, shared service, merger, or efficiency	Savings Generated in Fiscal Year		
	2017	2018	2019
County A enters into a cooperation agreement to have City A, Town A, Town B, Town C, Village A, and Village B undertake snow removal and road maintenance for the county in their respective local governments.	\$300,000	\$310,000	\$320,000
Fire District A, Fire District B, and Fire District C merge	\$100,000	\$100,000	\$100,000
Town A and Town C continue to share tax collection services	\$30,000	\$30,000	\$30,000
Town B implements the efficiency of a lockbox payment system that reduces the need for administrative personnel	\$70,000	\$71,000	\$72,000
Town A and Village A enter into a cooperation agreement to create a single police force instead of two separate police forces	\$95,000	\$100,000	\$105,000
Village B implements the efficiency of eliminating its duplicative assessment	\$35,000	\$35,000	\$35,000
County A shares services with City A, Town A, Town B, Town C, Village A, and Village B by taking over the maintenance and administration of all of city, towns and village parks	\$160,000	\$163,000	\$167,000
TOTAL SAVINGS	\$790,000	\$809,000	\$829,000
Savings Requirement	\$780,000	\$780,000	\$780,000

Genesee County
Preliminary Shared Services List
January 30, 2015

Actions started after 1/1/12:

1. Genesee – Orleans County Health Department Administration
2. Genesee County NH Sale
3. Merging of Deputy Treasurer/Real Property Director Positions
4. Moving of Job Development into 5130 East Main Street

Actions started before 1/1/12 (further examinations needed to see if parts of these arrangements can be included):

1. Genesee – Orleans County Youth Bureau Administration
2. Genesee – City of Batavia Youth Bureau Administration
3. Manufacture road signs for all towns and villages
4. Shared Highway Equipment with Towns and Villages for road work
5. Joint Fuel Farm – City, County, Town of Batavia, ARC and B-line (RGTA)
6. Genesee County Mental Health Day treatment – Orleans County clients
7. Real Property Services – City of Batavia/Genesee, Town of Batavia
8. E911 Centralized Dispatch – Consolidated PSAPS – City of Batavia, Village of LeRoy
9. Genesee County Health Department and County Highway – Septic permit reviews/approval
10. AmeriCorps Program – Genesee, Orleans and Wyoming Counties
11. Children's Advocacy Center

Key Facts to Keep in Mind:

1. Action has to have started after 1/1/12
2. Quantified budget savings have to be effective in 2017, 2018, 2019 budget years (one or each year).
3. Some actions that started prior to 1/1/12 will be allowed, IF there was a material change in the agreement/contract that produced ADDITIONAL savings. Just the ADDITIONAL savings would be allowed in this scenario.

GENESEE

TABLE 1 - 2014 REAL PROPERTY TAX LEVIES - DETAIL

NOTE: "Fire" includes levies of both fire districts and town fire protection districts.

2014 Real Property Tax Levies											
Municipal Code	Municipal Name	Class	County Name	County	City	Town	Village	Fire	Other Town Special Districts	School District	Total Property Tax Levy All Municipalities
180204000000	Batavia	City	Genesee	\$5,527,849	\$5,045,741					\$13,836,575	\$24,410,165
180300400000	Alabama	Town	Genesee	\$865,741		\$94,412		\$80,508	\$1,775	\$1,982,096	\$3,024,532
180300800000	Alexander	Town	Genesee	\$1,092,344		\$455,121		\$81,540	\$6,793	\$2,424,948	\$4,060,746
180400800070	Alexander	Village	Genesee				\$31,300				\$31,300
180305500000	Batavia	Town	Genesee	\$3,133,239		\$0		\$906,369	\$164,226	\$8,018,688	\$12,222,522
180306500000	Bergen	Town	Genesee	\$1,533,605		\$339,091		\$139,883	\$110,962	\$3,798,149	\$5,921,690
180406500440	Bergen	Village	Genesee				\$260,325				\$260,325
1803069000000	Bethany	Town	Genesee	\$880,658		\$311,536		\$81,934	\$3,085	\$2,017,095	\$3,294,308
180310700000	Byron	Town	Genesee	\$1,062,752		\$215,750		\$128,000	\$178,925	\$2,649,580	\$4,235,007
180321800000	Darien	Town	Genesee	\$2,181,985		\$0		\$244,733	\$139,785	\$4,659,264	\$7,225,767
180325800000	Elba	Town	Genesee	\$1,058,968		\$298,947		\$0	\$14,841	\$2,270,732	\$3,643,488
180425801500	Elba	Village	Genesee				\$82,067				\$82,067
180346000000	LeRoy	Town	Genesee	\$3,397,481		\$305,027		\$571,498	\$119,793	\$8,677,791	\$13,071,590
180446002670	LeRoy	Village	Genesee				\$1,684,337				\$1,684,337
180360500000	Oakfield	Town	Genesee	\$1,145,231		\$606,829		\$0	\$19,488	\$2,696,458	\$4,468,006
180460503580	Oakfield	Village	Genesee				\$190,500				\$190,500
180364400000	Pavilion	Town	Genesee	\$1,143,583		\$53,907		\$191,519	\$65,803	\$2,588,469	\$4,043,281
180364700000	Pembroke	Town	Genesee	\$2,177,451		\$0		\$379,097	\$209,595	\$4,963,097	\$7,729,240
180464701140	Corfu	Village	Genesee				\$96,307				\$96,307
180379900000	Stafford	Town	Genesee	\$1,346,863		\$51,909		\$80,581	\$171,489	\$3,361,976	\$5,012,818
Municipal Totals (\$)				\$26,547,750	\$5,045,741	\$2,732,529	\$2,344,836	\$2,885,662	\$1,206,560	\$63,944,918	\$104,707,996
Municipal Totals (%)				25.4%	4.8%	2.6%	2.2%	2.8%	1.1%	61.1%	100.0%

Governor Cuomo's Proposed 1% Savings Target from Shared Services & Government Consolidation - All GENESEE Municipalities*

\$1,047,080

*Total shared services savings must be quantified and demonstrated for three consecutive budget years (2017-2019). Therefore, using the figures above, if all of the listed municipalities joined a shared services plan, the total documented savings must equal \$1,047,080 in the 2017 budget. The 2018 budget has to also have documented savings of \$1,047,080 along with the 2019 budget. It is important to note, that if a shared service agreement generated annual recurring savings in all three years then those savings can be used in each years calculation.

**GOVERNMENT EFFICIENCY PLAN
SURVEY**

1. Please enter your information

Municipality _____

Name _____

Title _____

Address _____

City _____

Zip Code _____

Phone Number _____

Email Address _____

2. What is your municipality's level of interest in joining with Genesee County acting as the lead local government unit?

- ☐ Definitely will
- ☐ Interested but would require additional information
- ☐ Somewhat
- ☐ Not at all

3. What shared services/Intermunicipal Agreements (IMAs) does your municipality currently have with the County? When did those shared services/IMAs begin?

4. What shared services/IMAs does your municipality currently have with other municipalities? When did those shared services/IMAs begin?

5. Please list any shared services agreements and their estimated aggregate savings that your municipality has entered into in 2012, 2013, and 2014. (use additional sheets if needed)

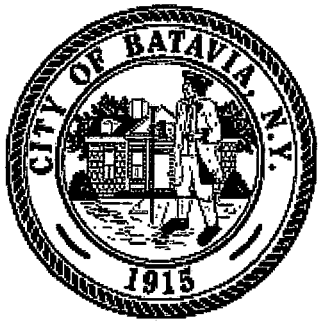
2012

2013

2014


6. Are there any shared service/IMA proposals that are currently being considered but not implemented? If so, please list.

PLEASE MAIL OR EMAIL YOUR COMPLETED SURVEY BY FEBRUARY 27TH TO:
Matthew Landers, Assistant County Manager, 7 Main Street, Batavia, NY 14020 or
mlanders@co.genesee.ny.us



City of Batavia

To: Honorable City Council

From: Jason Molino, City Manager 

Date: February 17, 2015

Subject: Mall Litigation

Upon request, the total expenditure for the Mall litigation against the City to date is \$104,199. In contrast, the MMA has expended \$103,317 suing the City. These expenditures have been incurred since August 2009 when the Mall Merchant Association (MMA) broke away from settlement discussions and filed suit against the City. As a result the City has vigorously defended the City's interest against MMA claims and motions.

As mentioned in prior briefs by the City Attorney, since 2009 the City has taken significant action to defend the City's interest. These actions include, but are not limited to:

- Evaluating, researching legal and factual issues and responding to the MMA's initial Complaint and Amended Complaint with a Motion to Dismiss and Answer with Counter-Claims.
- Conducting extensive direct settlement negotiations with MMA representatives and counsel.
- Examining, researching and responding to the MMA's discovery requests and preparing comprehensive discovery requests to the MMA.
- Reviewing and addressing MMA's incomplete discovery responses, served with its partial Summary Judgment motion, and obtaining Court directive on Mall's need to complete responses to discovery prior to addressing Summary Judgment motions.
- Evaluating MMA's supplemental discovery responses, issues involved in Amended Complaint and Answer with Counter-Claims and conducting extensive deposition discovery of MMA representatives, as well as obtaining additional documents from the Mall.
- Examining discovery materials, MMA and City records, legal research and preparing the City's Complaint seeking lease termination and unpaid rents.
- Evaluating MMA's Summary Judgment motion, discovery responses, Amended Complaint, legal research and preparing response to MMA's motion and the City's Cross-Motion for Summary Judgment seeking dismissal of several claims in the Amended Complaint, along with an offset for the City's expenditures on common area space if Summary Judgment was awarded to Mall.
- Argument of Summary Judgment motions, preparation of an Order denying MMA's Summary Judgment relief seeking past and future maintenance fees for City Centre space, dismissal of MMA's nuisance claim and City's right to present proof on offset.

- Attending numerous pre-trial conferences with the Court regarding MMA's objections to the draft Order, discovery schedule in City case and Court's direction to undertake mediation of an overall resolution of issues between the parties, both in and outside of the cases.

As expressed in the past, the City remains willing to seek a negotiated global resolution of the ongoing disputes related to the mall concourse maintenance and capital responsibilities, ownership and governance. The period following the Court's denial of MMA's summary judgment motion, and commencement of the City's case, marked the first interest by MMA to resolve matters through mediation. The City promptly responded that it strongly supports engagement of an experienced commercial mediator to resolve the issues between the parties. The City is awaiting agreement from MMA so that mediation can be conducted. The City's counsel has had several discussions with the Court and MMA's counsel over the last few months about mediation and we encourage MMA's new leadership to agree to the process. A thriving and healthy City Centre is critical to the City's downtown revitalization, and the City is very interested in an overall resolution that will best support long-term and prosperous solutions for all parties involved.

MOTION TO ENTER EXECUTIVE SESSION

Motion of Councilperson

WHEREAS, Article 7, Section 105(1)(d), of the Public Officer's Law permits the legislative body of a municipality to enter into Executive Session to discuss "...proposed, pending or current litigation...".

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia, that upon approval of this Motion, the City Council does hereby enter into Executive Session.

**Seconded by Councilperson
and on roll call**