



**BATAVIA CITY COUNCIL  
CONFERENCE MEETING  
City Hall - Council Board Room  
One Batavia City Centre  
Monday, June 22, 2015 at 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. Communications
- VII. Council President Report
  - a. Announcement of the next regular City Council Business meeting to be held on Monday, July 13, 2015 at 7:00 p.m. at the City Hall Council Board Room, 2<sup>nd</sup> Floor, City Centre.
- VIII. Vibrant Batavia Update
- IX. Audit Advisory Committee Appointments
- X. GAR Assessment Services Contract
- XI. Surplus Property
- XII. Year-end Budget Transfers
- XIII. Close-out Capital Projects
- XIV. Rooming Housing Permit Fee
- XV. Grant Opportunities
- XVI. Cast In-Place Dipping
- XVII. Sidewalk Replacement Project
- XVIII. City Manager Wage Adjustment
- XIX. Gateway Drive – Road Surface Condition
- XX. Adjournment

**#-2015**  
**A RESOLUTION TO APPOINT MEMBERS TO THE AUDIT ADVISORY**  
**COMMITTEE**

**Motion of Councilperson**

**WHEREAS**, currently, vacancies exist on Audit Advisory Committee; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Batavia that the following appointments be made to the Audit Advisory Committee:

**Audit Advisory Committee**

Councilperson

Councilperson

David Leone

Marc Staley

Nicholas Harris

**Term Expiration**

December 31, 2015

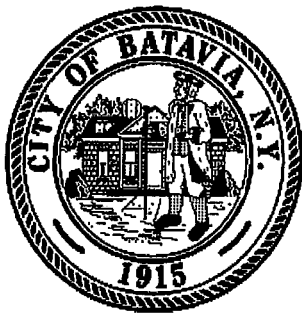
December 31, 2015

December 31, 2015

December 31, 2015

December 31, 2015

**Seconded by Councilperson**  
**and on roll call**



# City of Batavia

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6/15/15

Mr. Jason Molino, City Manager  
City of Batavia  
One Batavia City Centre  
Batavia, NY 14020

Dear Jason:

I have acquired a proposal from GAR Associates to extend our current contract for property valuation services, as it expires in August 2015. The new proposal is the same contract, as in what they would be providing, and with no annual price increase. It is a 3 year term, with the same yearly fee of \$22,500 and includes a yearly renewal clause at the end of the 3 year term.

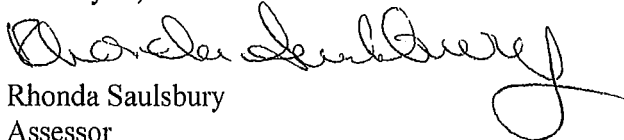
As we spoke about this previously, I feel that GAR is giving us an incredible value due to our long standing history with them, and have been nothing less than meticulous in providing us outstanding valuation services to help the City of Batavia meet, and/or exceed the State guidelines we must adhere to yearly.

The Vice President of GAR, Cindy Baire, and her staff continually meet with myself and the Director of Real Property throughout each cycle to ascertain what specific services we need them to provide each year...being flexible in adapting to what we really need. IE: Commercial work one year, and residential the next, depending on the Real Estate trends. With such a long standing relationship, the GAR staff involved is very in-tune to our City through years of experience here.

At the end of each year's valuation cycle, GAR provides us with 5 copies of the valuation data used, and all the necessary paperwork for property owners to submit an informal review, or grievance, as well as a large binder of commercial sales that appraisers frequently stop in to utilize. Next time you're in the Clerk's office, I'd love to show you this information, as it's pretty in-depth.

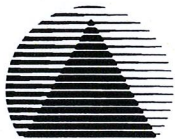
Based on my experience with GAR Associates and review of the new contract proposal, I would recommend that The City of Batavia enter into this 3 year contract.

Thank you,

  
Rhonda Saulsbury  
Assessor

**Bureau of Assessment**  
One Batavia City Centre  
Batavia, New York 14020

Phone: 585-34  
Fax: 585-34  
[www.batavianewyork.com](http://www.batavianewyork.com)



**GAR ASSOCIATES, INC.**  
Real Estate Appraisers and Consultants

April 24, 2015

Ms. Rhonda Saulsbury, Appointed Assessor  
City of Batavia  
City Hall  
One Batavia City Centre  
Batavia, NY 14020

RE: Proposal Contract Renewal

Dear Rhonda:

It was a pleasure meeting with you recently. I appreciate your time given this time of year.

I have summarized our discussion regarding the contract renewal and proposed services for the next contract term (July 2015 – June 2018) three (3) years.

1. Request to modify the renewal clause:
  - a. Modify to an automatic renewal unless either party provides notice.
  - b. The agreement would automatically renew at the same pricing structure and would change only upon mutual agreement and/or if the services were materially modified.
2. Data Verification:
  - a. According to the current NYSORPTS requirements for ACR (Aid for Cyclical Reassessment), all properties must be data verified including either an on-site inspection or the use of aerial imagery such as Pictometry, as long as imagery is current within three (3) years.
  - b. From time to time, depending on your annual workload you may need assistance from GAR to data verify certain parcels.
  - c. Modified the agreement to include the data verification services as requested.
3. Commercial Valuation:
  - a. As discussed you would like to see the commercial valuation factor file updated and the updating of all commercial values for the 2017 assessment roll (4 year cycle).
  - b. This process includes a comprehensive commercial sales analysis and the creation of a new commercial sales brochure to support updated factors.
  - c. This process includes a field review process, including a drive-by and possibly on site inspections as needed.
  - d. During 2016 GAR will begin this process and complete for the 2017 assessment roll.
  - e. This update does not necessarily mean all properties will experience a change.
4. Assessment Administrative Support:
  - a. From time to time, depending on annual work load and availability of staff to assist you in various tasks, such as residential field review (drive-by), or other administrative support tasks as directed by assessor.
5. Above services are in addition to historical support services outlined in existing contract including:
  - a. Review and consultation of statistical analysis provided by the Genesee County RPTD
  - b. Residential Field Review Support
  - c. Support for Informal Reviews
  - d. Assistance with **commercial** building permit processing
  - e. Assistance with Public Relations efforts
  - f. Hard Copy assessment and sales books



**GAR ASSOCIATES, INC.**  
Real Estate Appraisers and Consultants

Page 2

April 24, 2015

Ms. Rhonda Saulsbury, Assessor  
Contract Renewal – GAR Associates, Inc.

With the inclusion of the above proposed services, the exiting contract of \$67,500 (3 years) will not require a pricing modification. Attached is a proposal for services. There certainly can be modifications to the services and the pricing structure. Details can be discussed during contract negotiations.

Now that you are the assessor for 5 municipalities, we understand the need to provide flexibility in the actual services we provide on an annual basis. It is impossible to predict market trends and staffing levels from year to year in each community. We will meet annually and create a project plan for each year and determine which services you may need matched with the fixed price. If at any time additional services are needed in any particular year, GAR can provide a specific proposal based on the options presented. We stand ready to assist you and the City in supporting the assessment office and the property owners of the City of Batavia.

I believe this summarizes our discussion. If I missed something, please let me know or if you have any questions.

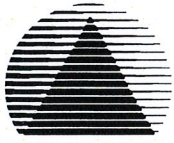
Thank you for your continued confidence in GAR and look forward to working together in the future.

Sincerely,

GAR Associates, Inc.

F. Cindy Baire, Vice President/Partner

Cc: David Barnett, Project Manager  
GAR Associates, Inc.



**GAR ASSOCIATES, INC.**  
Real Estate Appraisers and Consultants

PROPOSAL

ASSESSMENT SERVICES – CONTRACT RENEWAL

CITY OF BATAIVA

April 24, 2015

Prepared by: GAR Associates, Inc.

1. Data Verification Support – as needed and authorized by Assessor
  - a. Combination of Desk Review (Aerial Imagery) and Field Inspections
  - b. Update RPSV4, update or create new digital sketch, photographs as needed
  - c. Generate new APRC
2. Commercial Valuation: (for the 2017 reassessment)
  - a. Update/Create Commercial Sales Brochure (support for new factors)
  - b. Update Commercial Factor File
  - c. Run Model and generate market documents
  - d. Field Review (desk and public right of way)
  - e. Create new full value assessments for all commercial improved parcels
3. Assessment Administration Support:
  - a. Trained administrative support to be provided for various tasks as directed by the assessor not to exceed 100 hours annually. If additional hours are requested, a rate of \$25/per hour will be charged.
4. All other standard services included in historical contract

Specific services to be planned and scheduled on an annual basis by the assessor and GAR.

Base Contract Price: \$22,500/year (\$67,500 over 3 years)

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

Agreement made this    day of    July 2015 by and between the **CITY OF BATAVIA**, a municipality of the State of New York,    (hereinafter referred to as the "CITY) and **GAR ASSOCIATES, INC.**, having a principal place of business at 2399 Sweet Home Road, Amherst, New York 14228, (hereinafter referred to as the "CONTRACTOR").

WHEREAS, the **CITY** has resolved to annually reassess properties and maintain equity. This hereinafter referred to as the "**PROJECT**" and

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the parties hereto agree as follows:

**1. EMPLOYMENT**

The **CITY** engages the **CONTRACTOR** and the **CONTRACTOR** hereby accepts to provide the **professional services requested** upon the terms and conditions as hereinafter set forth.

**2. SERVICES & RESPONSIBILITIES**

The **CONTRACTOR** will provide professional real property reassessment support services to encompass all parcels as indicated in the Roll Section Responsibility Grid below. Support services include but are not limited to: commercial sales verification and valuation modeling, commercial field review, project meetings, appointments for commercial informal hearings (phone bank), commercial informal hearings (up to 5 man days one hearing officer), consultation of commercial and vacant land valuation and analysis up to a maximum of 25 hours per year, residential field review support up to a maximum of 1,000 parcels (under fixed price), two copies of assessment sales and assessment books, data verification (desk and field) including data entry, updating digital sketches, and or digital photographs as needed and assessment administration support. See proposal for details on limits based on fixed price. Under the fixed price set forth, the **CONTRACTOR** is not responsible with the valuation of highly complex parcels identified by the **CITY**.

## ROLL SECTION RESPONSIBILITY GRID (1)

### ROLL SECTION

### RESPONSIBLE PARTY

1	Taxable	<b>Contractor/City</b>
3	State Owned Properties	ORPTS
5	Special Franchise	ORPTS and CITY
6	Utility	ORPTS and CITY - Structural
	<b>Contractor - Land Only, all parcels</b>	
7	Railroads	ORPTS and CITY
8	Wholly Exempt	<b>Contractor - IDA Properties only</b> ORPTS and CITY - All other parcels

### **Also see Proposed Payment Schedule**

The CITY is responsible and assisted by the CONTRACTOR for meeting the requirements of New York State Office of Real Property Tax Services (NYSORPTS) Cyclical Reassessment Program for sustaining equity and possibility of receiving reimbursement from NYS as stated under current NYSORPTS requirements. If these requirements change, the CONTRACTOR and the CITY have the option to renegotiate services CONTRACTOR may be asked to provide.

The CITY agrees that the CONTRACTOR shall be the CITY's exclusive provider of Support Services for the term of this **Agreement** and the CITY further agrees that it shall not engage the services of any consultant, subcontractor or any other entity to perform any aspect of the above-described Support Services during the term of this **Agreement**, without the prior written consent of **CONTRACTOR**.

### **3. TERM**

This Agreement shall commence on July \_\_, 2015 and shall continue through June 30, 2018. This agreement will automatically renew at the end of the term under the current terms and conditions set forth. In the event, however that the CITY may need additional or modified services upon renewal of the term of the Agreement, the CITY agrees that the CONTRACTOR can provide a proposal including updated costs. The CITY and CONTRACTOR mutually agree to amend the agreement as deemed necessary and appropriate.

#### **4. COMPENSATION**

For all professional services provided by the **CONTRACTOR**, the **CITY** agrees to pay to the **CONTRACTOR** the aggregate sum of Sixty Seven Thousand Five Hundred Dollars (\$67,500), to be paid as indicated by the payment schedule attached (page 10).

In addition to the services outlined and covered under the fixed price contract, additional services may be added to the contract at the request of the **CITY**. Fees for additional services follow:

Additional Books	\$600 per set
Education Classes	\$750 per class
Additional Informal Hearings	\$750 per day
Permits	\$45 per permit - residential
Residential Field Review	\$10/per parcel (minimum of 50 parcels)
Data Verification (desk and field)	\$15/pp - residential    \$25/pp- commercial
Assessment Administration Support	\$25-\$50 per hour

If other services are required, **CONTRACTOR** to provide a proposal for said services to **CITY** for authorization.

All invoices shall be paid promptly and no later than thirty (30) days, after submission, after which interest will accrue on a daily basis using a monthly rate of 1% one percent.

#### **6. Guarantee of Payment of Contract.**

The **CITY** will make payment of contract in total, based on satisfactory completion of project specifications related in the **CONTRACTOR'S** response.

#### **7. LIABILITY INSURANCE**

The **CONTRACTOR** shall maintain in full force and effect adequate insurance and shall file a certificate demonstrating such with the office of **CITY** Clerk prior to performing this agreement or receiving any payment hereunder. Such insurance shall name the **CITY** as additional insured.

**8. TERMINATION**

**CONTRACTOR** may cancel this Agreement only in the event of non-payment by the **CITY** of any sum due hereunder for thirty (30) days following the day such payment first fell due; however, the **CONTRACTOR** must provide to the **CITY**, within thirty (30) days, written notice of intention to terminate and opportunity to cure. The **CITY** may cancel this Agreement only in the event of material breach by **CONTRACTOR** of its obligations hereunder and the continuation of such breach following, thirty (30) days written notice to **CONTRACTOR** and the opportunity to cure, from **CITY** specifying such breach in reasonable detail.

In the event of termination of this Agreement, the **CONTRACTOR** shall be entitled to payment in the same proportion of total contract price, including interest, as it relates to the proportion of the services provided up to termination date. Both parties may mutually agree in writing to terminate this contract at any time.

**9. WAIVER OF BREACH**

The failure of either party to enforce at any time any provision of this agreement, including all attachments, shall not affect or impair the validity of the provisions of the agreement.

**10. ENTIRE AGREEMENT**

This agreement contains all the terms and conditions agreed to by the parties hereto, and no other agreements oral or otherwise regarding the subject matter of this agreement shall be deemed to exist or bind either party. This agreement may be modified and amended at any time upon mutual agreement, in writing, of both parties.

**11. INDEPENDENT CONTRACTOR**

The relationship of the **CONTRACTOR** to the **CITY** shall be that of an independent contractor and no principal-agent or employee-employer relationship is created by this agreement.

12. **OWNERSHIP OF DATA**

Data collected is the property of the **CITY**. That data used by the **CONTRACTOR** in the services contemplated herein shall remain the property of the **CITY** and no use or copying shall be made thereof beyond that listed in the agreement without the written permission of the **CITY**.

13. **EMPLOYMENT LAWS**

The **CONTRACTOR** shall comply with all the applicable provisions of Federal and New York State Laws, rules and regulations regarding employment and shall further specifically comply with those sections related to discrimination.

14. **DOCUMENTS**

Upon the completion of the **PROJECT**, the **CONTRACTOR** will deliver to the **CITY** the required documents as agreed by the **CONTRACTOR** and **CITY**.

15. **LAWS GOVERNING**

This agreement shall be construed in accordance with the laws of the State of New York.

16. **NON-DISCLOSURE**

In order to protect the interests of the **CITY**, and **CONTRACTOR**, no valuation data will be released to the general public without the express written consent of the **CITY**. In the event the **CONTRACTOR** shall be made a party to any suit seeking to compel the disclosure of information, which the **CITY** has declined to permit **CONTRACTOR** to disclose, the **CITY** shall indemnify and hold **CONTRACTOR** harmless from all costs, expenses and judgments, including reasonable attorneys fees incurred in such suit. Upon delivery to the Project Administrator all specific work products shall belong to the **CITY**, and the **CONTRACTOR** shall not sell or otherwise disclose any information concerning specific properties or classes of property within the **CITY** during or after the completion of this contract without the express written consent of the **CITY**.

### **17. U.S.P.A.P COMPLIANCE**

All valuation and appraisal methodology will be utilized in accordance with U.S.P.A.P. (Uniform Standards of Professional Appraisal Practice) Standards and will be performed on appropriate parcels according to the terms of the contract. The **CONTRACTOR** agrees and the **CITY** acknowledges the U.S.P.A.P. compliance required by **CONTRACTOR**. Further the **CITY** acknowledges that under the U.S.P.A.P. compliance, **CONTRACTOR** is obligated to support any and all assessment valuations developed by **CONTRACTOR** and accepted by the **CITY**, for the purpose of the reassessment project. Accordingly, the **CONTRACTOR** shall appear as an expert witness on behalf of the **CITY** in all certiorari proceedings resulting from the final assessed values, which the **CONTRACTOR** made and which were placed on parcels on the final assessment roll and only if that grievance has been filed prior to grievance day. This service is not part of the **CONTRACTOR'S** fixed price but is indicated at an hourly rate of \$75-\$200 per hour.

Therefore, the **CONTRACTOR** continues to be bound by the U.S.P.A.P. standard compliance in the succeeding Maintenance Calendar Years. In consideration of this professional compliance, the **CITY** agrees that any future (beyond the scope of this contract) related appraisal and related services associated with tax certiorari actions, and related services, which the **CITY** may require as a result of the reassessment project and maintenance effort contemplated by this agreement, the **CITY** releases the **CONTRACTOR** of any conflict of interest and or obligation to said assessment values **CONTRACTOR** was engaged to create as a result of this agreement, unless the **CONTRACTOR** is further engaged to represent the **CITY**, with respect to such matters. The **CONTRACTOR** will not provide any appraisal services on behalf of a Petitioner in a proceeding under Real Property Tax Law Article 7 for the duration of the contract term

**18. CLARIFICATION OF PROPOSAL TERM – Project Staffing**

The **CONTRACTOR** acknowledges project staffing, shall be interpreted to require the **CONTRACTOR** to provide personnel and services as mutually agreed upon. The **CONTRACTOR** will attempt to assign consistent personnel including but not limited to Project Manager, Field Review Appraisers and Informal Hearing Officers. At the request of the **CITY**, the **CONTRACTOR** will make reasonable accommodations to assign the same Field Review Staff and Informal Hearing Officers, but the **CONTRACTOR** cannot guarantee which specific personnel shall perform said services, given changes in staff, etc. that may occur. The **CONTRACTOR** further agrees that in the event staffing changes may occur, the Assessor will have the ability to approve the use of alternative Field Review and Informal Hearing Officer staff.

**19. INDEMNIFICATION**

The **CONTRACTOR** shall defend, indemnify and hold the **CITY** harmless from any liability, claim, demand and attorney's fees or judgment arising from negligence, willful act or omission of the **CONTRACTOR** in connection with this contract of the work to be performed hereunder. The **CITY** must promptly inform **CONTRACTOR** of any claim or threatened claim requiring indemnity and afford the **CONTRACTOR** and its insurer the opportunity to assume defense.

Notwithstanding the foregoing, nothing in this Agreement or otherwise shall be construed as a guaranty of the **CONTRACTOR'S** assessment of market value of any parcel of real property covered by this Agreement, it being understood and agreed that the techniques and procedures to be employed hereunder by the **CONTRACTOR** have been developed for mass appraisals.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals  
this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2015.

CITY OF BATAVIA, NEW YORK

BY, \_\_\_\_\_

(Seal)

GAR ASSOCIATES, INC.

(Seal)

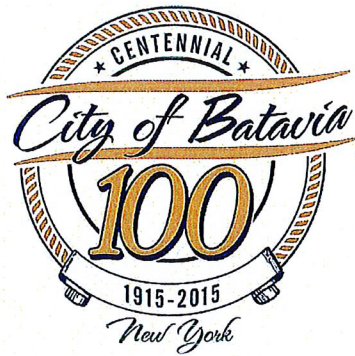
BY, \_\_\_\_\_

F. Cindy Baire, Vice President

Proposed Payment Schedule – No Interest

April 2015

Date	Amount Due
	Monthly Invoice
September -15	\$3,200
October- 15	\$3,200
January- 16	\$3,200
February- 16	\$3,200
March- 16	\$3,200
April -16	\$3,200
May – 16	\$3,300
<b>Total</b>	<b>\$22,500</b>
September 16	\$3,200
October- 16	\$3,200
January-17	\$3,200
February-17	\$3,200
March-17	\$3,200
April-17	\$3,200
May-17	\$3,300
<b>Total</b>	<b>\$22,500</b>
September 17	\$3,200
October- 17	\$3,200
January-18	\$3,200
February-18	\$3,200
March-18	\$3,200
April-18	\$3,200
May-18	\$3,300
<b>Total</b>	<b>\$22,500</b>
<b>Grand Total</b>	<b>\$67,500</b>



## City of Batavia

To: Jason Molino, City Manager  
From: Heidi J. Parker, Clerk-Treasurer  
Date: June 17, 2015  
Subject: Real Estate Auction

On June 9, 2015, the City of Batavia held a real estate auction through Bontrager Real Estate & Auction Service. The following property was sold, subject to Council approval, for the stated amounts:

214 Ellicott St	sold to MKP Realty	\$1,000
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The recommendation is that Council approves the sale of the above listed property at the July 13, 2015 Batavia City Council Business Meeting.

**Bureau of Clerk-Treasurer**  
One Batavia City Centre  
Batavia, New York 14020

Phone: 585-345-6305  
Fax: 585-343-9221  
[www.batavianewyork.com](http://www.batavianewyork.com)

**#-2015**

**A RESOLUTION TO DISCONTINUE THE PUBLIC USE AND TO AUTHORIZE THE  
COUNCIL PRESIDENT TO SIGN AGREEMENTS FOR THE SALE OF THE  
214 ELLICOTT SOLD AT AUCTION ON JUNE 9, 2015**

**Motion of Councilperson**

**WHEREAS**, the City foreclosed on 214 Ellicott St for non-payment of property taxes; and

**WHEREAS**, ads were placed in the Batavia Daily News and documentation was sent to Bontrager Real Estate & Auction Service, Inc. regarding the properties; and

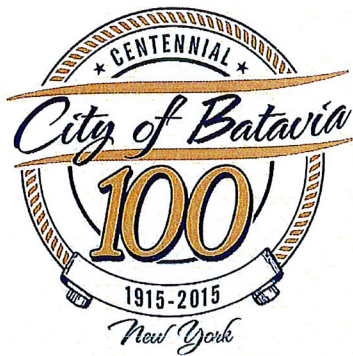
**WHEREAS**, a Public Real Estate Auction was held at Bontrager's Auction Center on June 9, 2015 at 10:00 a.m.; and

**WHEREAS**, the highest bids received for the auctioned properties are as follows:


<b>Property</b>	<b>Highest Bidder</b>	<b>Highest Bid</b>
1) 214 Ellicott	MKP Realty	\$1,000

**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 all necessary and appropriate closing documents, including Quit Claim deeds, to convey the property to the highest bidder for the property, subject to purchaser's execution of Contracts of Sale that are satisfactory to the City Attorney's Office.

**Seconded by Councilperson  
and on roll call**



To: Honorable City Council

From: Jason Molino, City Manager 

Date: June 15, 2015

Subject: Year-end budget amendment

In order to close out the prior fiscal year, a budget amendment will be required to balance budget lines. Attached is a resolution making the necessary budget amendments and below is an explanation of each amendment. Amendments are done annually prior to year-end close out.

- An increase in 207 Supplemental (001.3410.0803) of \$10,294.68. This increase is due to a prior firefighter receiving a disability retirement under General Municipal Law (GML) 207-a. Under this provision, a former employee who retires due to an in-service disability is entitled annual increases in wages that their former collective bargaining unit would have received. The difference between the retirement benefit paid by the New York State Retirement System and the increase in annual wages is paid by the municipality. This benefit became effective following the start of the 2014/15 fiscal year. As a result, the City has since accounted for this additional payment in the 2015/16 fiscal year.
- An increase in Fire-Personnel (001.3410.0100) of \$19,807.25. This is due to out-of-title-pay paid out to officers in the fire department as a result of an extended injury in the department. Out-of-title-pay is a contractual obligation.

Use of Contingency (\$30,101.93) from last year is recommended to account for the General Fund budget amendments. The remaining balance in the General Contingency Budget is \$82,298.07.

- An increase in Water Distribution budget lines of \$31,700. Due to the extreme cold weather this year the City experienced several water main breaks that required additional man power and the assistance of private contractors to assist in fixing the breaks. The following is a breakdown of resources needed to address water main breaks this winter.

Use of Contingency (\$31,700) from last year is recommended to account for the Water Fund budget amendments. The remaining balance in the Water Contingency Budget is \$0.

If you have any questions please feel free to contact me.

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

Phone: 585-345-6330  
Fax: 585-343-8182  
[www.batavianewyork.com](http://www.batavianewyork.com)

**#-2015**  
**A RESOLUTION TO AUTHORIZE BUDGET TRANSFERS AND TRANSFERRING**  
**\$2,975 TO THE PARKING LOT CAPITAL RESERVE FUND**

**Motion of Councilperson**

**WHEREAS**, in order to close out the 2014-2015 fiscal year budget certain budget amendments and transfers need to be made:

**WHEREAS**, pursuant to General Municipal Law 6-c the City of Batavia has an established Parking Lot Reserve Fund; and

**WHEREAS**, the City of Batavia for the fiscal year ending March 31, 2015 received parking and dumpster permit revenue in the amount of \$2,975 and is desirous of transferring said \$2,975 to the Parking Lot Capital Reserve Fund to assist with future replacement and improvements of City parking lots; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Batavia does hereby transfer \$2,975 of parking and dumpster permit revenue to the Parking Lot Capital Reserve Fund; and

**BE IT FURTHER RESOLVED**, by the City Council of the City of Batavia that the City Manager be and hereby is authorized to make the following budget amendments:

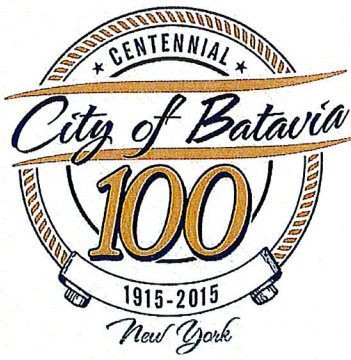
Effective March 31, 2015, amend the 2014-15 budget by increasing expenditure accounts:

001.3410.0803	207 Supplemental	\$ 10,294.68
001.3410.0100	Fire – Personnel	\$ 19,807.25
002.8340.0100	Water Distribution – Personnel	\$ 1,305.00
002.8340.0474	Water Distribution – Mains	\$ 29,200.00
002.8340.0802	Water Distribution – Social Security	\$ 1,195.00


by decreasing expense account:

001.1990.0500	General Fund Contingency	\$ 30,101.93
002.1990.0500	Water Fund Contingency	\$ 31,700.00

**Seconded by Councilperson**  
**and on roll call**



To: Honorable City Council

From: Jason Molino, City Manager 

Date: June 15, 2015

Subject: Close-out of Capital Projects

Tracy Avenue/Hart Street sewer replacement is complete and will need to be officially closed out by City Council. The project included replacement of approximately 1,500 linear feet of sewer line on Tracy Avenue/Hart Street from North Street to Bank Street. This project also included sidewalk replacement, hydrant replacement, water and sewer laterals & milling & paving.

**# - 2015**  
**A RESOLUTION TO CLOSE OUT CAPITAL PROJECTS**

**Motion of Councilperson**

**WHEREAS,** The City of Batavia should periodically close capital projects which are completed; and

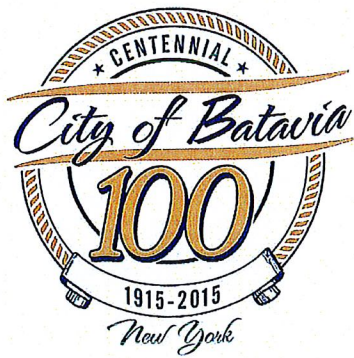
**WHEREAS,** the project completed at this time that requires official closing is listed as follows:

#1302 Tracy Ave and Hart Street Sewer Replacement


**WHEREAS,** the City Council concurs with this list and directs to close out the specified capital project effective March 31, 2015; and

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Batavia that the projects listed above be closed.

**Seconded by Councilperson  
and on roll call**



To: Honorable City Council

From: Jason Molino, City Manager 

Date: June 15, 2015

Subject: Review Rooming House Permit Fee

**Background**

Per City Council's request and pursuant to §143-5 A (3) of the Batavia Municipal Code, the City reviewed the current rooming house renewal permit fee. The current fee for renewal a rooming house permit is \$50, paid annually upon application by the rooming house owner to renew a rooming house permit. This fee was last set in 1991.

Generally user fees are intended to recover costs associated with providing the desired service. The annual permit renewal process is conducted by the City code enforcement officers and typically includes approximately two (2) hours of work to review the application and inspect the premise. When considering the cost of wages, retirement, FICA and health insurance and supervision, the hourly cost is approximately \$75 per hour.

**Recommendation**

Based on the average time it takes the City to review a renewal permit, it is recommended City Council adjust the annual renewal permit fee to \$150.

Adjusting the renewal permit fee will have no bearing on City Council's consideration to amend Chapter 143: Rooming Houses of the Batavia Municipal Code.

If you have any questions please feel free to contact me.

**#-2015**  
**A RESOLUTION TO AMEND THE CITY OF BATAVIA ANNUAL FEE FOR  
RENEWING A ROOMING HOUSE PERMIT**

**Motion of Councilperson**

**WHEREAS**, the City of Batavia has established various fees for permits and other services it provides; and

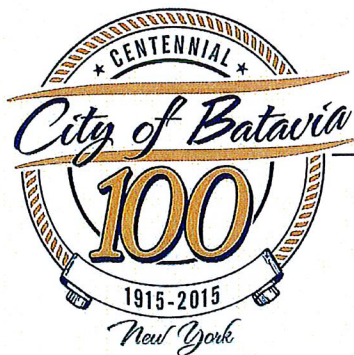
**WHEREAS**, City Council desires to amend the annual fee for renewing a rooming house permit to compensate for the cost of those permits and related services; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Batavia, that it adopts and sets the annual fee for renewing a rooming house permit at \$150.


**BE IT FURTHER RESOLVED**, that said fees become effective immediately.

**Seconded by Councilperson  
and on roll call**

**DRAFT**



To: Honorable City Council

From: Jason Molino, City Manager 

Date: June 16, 2015

Subject: Grant Opportunities

## **Community Development Block Grant**

As part of the 2015 Consolidated Funding Application (CFA) round, New York State is offering 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 is \$25 million. The CDBG program provides funding for small communities to undertake projects that create jobs, improve public infrastructure and facilities and planning initiatives. Any proposals must address an activity which, if implemented, meets at least one of two national objectives under the CDBG program. That is, it must be shown that either 1) at least 51% of the persons who would benefit from implementation of the plan are low- and moderate- income persons, or 2) the plan addresses a slum or blighted area in the community.

### Planning

The CDBG grant program under the "Planning" category allows communities to apply for up to \$50,000 and the program will fund up to 95% of total project costs. Projects may consist of one of three activities: Market Studies, Preliminary Engineering Reports or Community Needs Assessment.

It is recommended that the City apply for funding under this program to develop a Storm Sewer Master Plan for the Big Ditch Drainage Area. This would include a comprehensive city-wide drainage study to evaluate the existing storm sewer system and provide recommendations for the implementation and maintenance of the existing storm sewer system.

This program requires a 5% local match, however it is recommended the City apply for the full \$50,000 with a 10% match, making the City's contribution \$5,000.

### Public Infrastructure

The CDBG grant program under the "Public Infrastructure" category communities can apply for up to \$600,000 and the program will fund up to 100% of total project costs. Projects may consist of improvements to the water, sewer and/or storm water systems.

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It is recommended that the City apply for funding under this program to assist with State Street sanitary sewer siphon elimination project which is proposed for construction in 2016-17. Currently the project is under design. The project includes eliminating a sanitary siphon and storm sewer obstacle along a section of State Street sanitary sewer line. This project has been identified in the City's adopted Capital Improvement Plan. The cost of the project is being updated but was last estimated at \$315,000.

This program does not require a local match, and it is recommended the City apply for funding to support the construction phase of the project.

The CDBG program requires all applicants to conduct a public hearing to provide the public with information regarding each program. One public hearing can be held for both applications. Attached is a resolution to be considered for the Special Business Meeting on June 22nd to set a public hearing for July 7<sup>th</sup> at 5 p.m. These grant applications will also require a resolution for submission. We are currently preparing the necessary resolutions for City Council consideration for the July 13<sup>th</sup> Council meeting.

### **Recreational Trails**

The New York State Office of Parks, Recreation and Historic Preservation (OPRHP) have issued a notice of funding availability for the Recreational Trails Program through the CFA. The fund provides matching reimbursement grants to communities to provide and maintain recreational trails for both motorized and non-motorized recreational trail use. Currently the City is a sub-applicant with the Town of Batavia which has received a Transportation Enhancements Program (TEP) grant to develop a formal pedestrian and bike trail through the City connecting to the east and west ends of the Town. The project is currently in the preliminary design phase and is expected to have final design completed by fall 2015. Because the projected trail route is expected to utilize private property in both the City and Town, acquisition of property or easements will be needed to connect the trail. The OPRHP funds can be used for acquisition of easements to property for recreational trails and corridors. Acquiring funds to aid the TEP grant will free up existing funds for other amenities along the trail such as trail heads, signage and trailside facilities. The City is currently working with the Town and consulting engineers to put together an estimate for acquisition, easements and title work. It has not yet been determined the amount of request however, there is a 20% local match for this program.

Depending on the estimated cost of work, a resolution to apply for the funding may be requested from City Council for the July 13th Council meeting.

### **Resolutions of Support**

The City Council may be requested to provide resolutions of support from local agencies. Currently the Batavia Development Corporation will be requesting a resolution of support for an application to the NY Main Street grant program for downtown redevelopment. Any additional requests will be presented to City Council for the July 13<sup>th</sup> Council meeting.

### **Budget Impact: Local Match Requirements**

Most grants require a local match of the total project cost. With respect to the Storm Sewer Master Plan and Recreational Trail grants, the City has several options in providing the local match requirements if awarded funding. The City would have adequate time to budget the required match in the upcoming fiscal year or appropriate funding from the City's current contingency budget. The City

has the financial resources to provide the necessary local matches for one or all of these grant opportunities. In addition, the City has historically attempted to provide greater than the minimum local matches required under grant programs. From the City's past successes in receiving over \$5 million in grant funds over the past six years, a local match above the required minimum demonstrates the City's commitment to the project and provides for a more competitive application.

### **Recommendation**

It is recommended the City take the necessary steps to apply for the above grant opportunities as they are all critical projects to the City's operations with respect to community development, economic development, neighborhood revitalization and infrastructure investment, and are supported by the City's Strategic Plan and identified strategic policy priorities.

### **Supporting Documents**

1. CDBG public hearing resolution

**#-2015**

**RESOLUTION TO SCHEDULE A PUBLIC HEARING TO PROVIDE  
INFORMATION TO THE PUBLIC ON THE COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) PROGRAM**

**Motion of Councilperson**

**WHEREAS**, it is the desire of the City Council to submit applications for the New York State Community Development Block Grant (CDBG) program; and

**WHEREAS**, the process for CDBG applications involves holding one public hearing prior to submission of any 2015 CDBG grant applications to provide residents with information about the CDBG program and to discuss community development needs and priorities; and

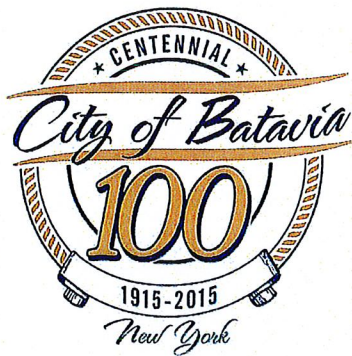
**WHEREAS**, at this time the City is considering submission of applications for planning and public infrastructure projects; and

**WHEREAS**, residents are invited to attend the hearing to assist the City in defining community development priorities and to assist the Council in identifying the possible projects for inclusion in the City's application for CDBG funding; and

**NOW THEREFORE, BE IT RESOLVED**, that the City of Batavia will hold a Public Hearing on the CDBG program at City Hall, One Batavia City Centre, Board Room, Batavia, New York at 5:00 p.m. on Tuesday, July 7, 2015; and

**BE IT FURTHER RESOLVED**, that the City Clerk publish or cause to be published a Public Hearing notice in the official newspaper of the City of said Public Hearings at least three days prior thereto.

**Seconded by Councilperson  
and on roll call**



To: Jason Molino, City Manager

From: Raymond Tourt – Superintendent of Maintenance

Date: June 17, 2015

Subject: City of Batavia Pipelining (CIPP) 2015; Bid # 2015-20

Pursuant to New York State General Municipal Law Section 103, the City of Batavia issued a Bid Request for Services on May 29, 2015 to install cast in-place pipelining. Seven (7) companies submitted sealed bids on June 15, 2015 that were opened publicly and read aloud.

The City had identified 13 segments of sanitary sewer mains to be rehabilitated through the use of cast in-place pipelining. The locations are the portions of sanitary sewer main on **Otis Street** South of Ellicott Street to South Jackson Street, **South Swan Street** South of Ellicott Street to a point 385 feet South, **South Swan Street** between Sumner Street to South Jackson Street and **New York Place** from Richmond Avenue to Genesee Street. This totals 4200 linear feet.

After canvassing all bids, the lowest responsible bidder meeting all bid specifications is Kenyon Pipeline Inspection, LLC. The bids ranged from \$120,400 to \$198,900 with an average bid of \$161,364.27.

The overall budget for this project is \$175,000. Due to the competitive pricing of this bid it is recommended that we expand this project to include additional locations of sewer pipe lining. Any additional work would be limited to a not to exceed value of \$175,000 as budgeted.

It is my recommendation that the City award the City of Batavia Pipelining (CIPP) 2015; Bid # 2015-20 to Kenyon Pipeline Inspection, LLC for a value of not-to-exceed \$175,000 for the purpose pipelining.

A copy of the bid tabulation is attached for your review.

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CITY of BATAVIA PIPELINING (CIPP) 2015 - BID #2015-20 - JUNE 15, 2015 @ 1PM EST  
UNOFFICIAL Bid Results

VENDOR	Kenyon Pipeline Inspection, LLC	All State Power Vac	Insituform Technologies	National Water Main Cleaning Co.	AROLD Construction Co. Inc	Insight Pipe Contracting, LP	SKANEX Pipe Services Inc.	AVG BID
Maint. and & Protection of Traffic - L.S.	\$ 500.00	\$ 3,000.00	\$ 8,500.00	\$ 7,500.00	\$ 7,500.00	\$ 4,400.00	\$ 4,029.90	\$ 5,061.41
Install CIPP Lining 8" Dia. - Unit Cost/ LF	\$ 28.50	\$ 28.00	\$ 36.00	\$ 42.00	\$ 33.00	\$ 34.00	\$ 42.00	\$ 34.79
Subtotal for 4200 LF	\$ 119,700.00	\$ 117,600.00	\$ 151,200.00	\$ 176,400.00	\$ 138,600.00	\$ 142,800.00	\$ 176,400.00	\$ 146,100.00
Clean & Video Inspection - L.S.	\$ 200.00	\$ 6,300.00	\$ 10,500.00	\$ 15,000.00	\$ 15,000.00	\$ 20,220.00	\$ 4,200.00	\$ 10,202.86
TOTAL	\$ 120,400.00	\$ 126,900.00	\$ 170,200.00	\$ 198,900.00	\$ 161,100.00	\$ 167,420.00	\$ 184,629.90	\$ 161,364.27

**#-2015**  
**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH**  
**KENYON PIPELINE INSPECTION, LLC FOR CAST IN-PLACE PIPELINING**

**Motion of Councilperson**

**WHEREAS**, in accordance with General Municipal Law Section 103, on May 29, 2015 the City of Batavia issued a competitive bid request for Cast in-place pipelining of sanitary sewers; and

**WHEREAS**, on June 15, 2015 seven (7) companies submitted sealed bids which were publicly opened and read aloud; and

**WHEREAS**, a competitive bid was made by Kenyon Pipeline Inspection, LLC for the City of Batavia Pipelining (CIPP) 2015, BID # 2015-20 as specified in the bid document issued May 29, 2015; and

**WHEREAS**, in accordance with General Municipal Law Section 103, the City of Batavia has canvassed all bids and evaluated responsiveness to the City of Batavia's bid specifications; and

**WHEREAS**, Kenyon Pipeline Inspection, LLC is the lowest responsible bidder meeting all bid specifications as set forth herein:

The unit price bid is as follows:

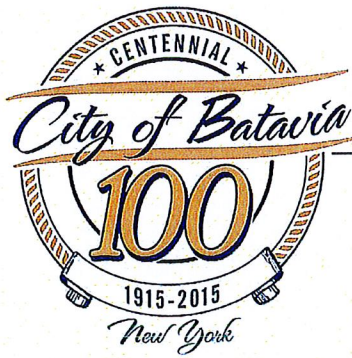
Item 603R – Maintenance and Protection of Traffic – Lump Sum - \$500.00  
Item 604A – Install CIPP Lining 8" Dia. – 4,200 Linear Feet @ \$28.50/LF - \$119,700.00  
Item 605 – Clean & Video Inspection – Lump Sum - \$200.00

**Project total bid cost of - \$120,400.00**

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Batavia that the City Council President is hereby authorized on behalf of the City to execute an agreement with Kenyon Pipeline Inspection, LLC for the cast in-place pipelining of sanitary sewers; and


**BE IT FURTHER RESOLVED**, that the City Council of the City of Batavia authorizes additional cast in-place pipeline of sanitary sewers to be conducted to not exceed the budgeted amount of \$175,000 based on the Department of Public Works assessment of current sanitary sewer needs.

**Seconded by Councilperson**  
**and on roll call**



# City of Batavia

To: Honorable City Council

From: Jason Molino, City Manager 

Date: June 17, 2015

Subject: Sidewalk Replacement Project

The current year has budgeted \$318,000 for sidewalk design, bidding, construction and inspection services. This was to include sidewalk and cross walk improvements along Redfield Parkway, Allen St., Holland Ave., Olyn Ave. and North St. A competitive bid was issued June 2, 2015 and publicly opened on June 12, 2015. There were three bidders and all bids came in higher than the expected budget by \$20,000-\$143,000. As a result the City is reserving its right to rejected all bids per the contract document, and will re-bid the sidewalk work to receive a better price. The bids will be opened prior to the July 13<sup>th</sup> City Council meeting. At such time if bids are again higher than expected, recommendations will be provided to City Council with respect to possibly limiting the scope of work, use of contingency funds, or denying all bids again.

If you have any questions please feel free to contact me.

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**#-2015**  
**A RESOLUTION TO AUTHORIZE WAGE ADJUSTMENT FOR**  
**THE CITY MANAGER**

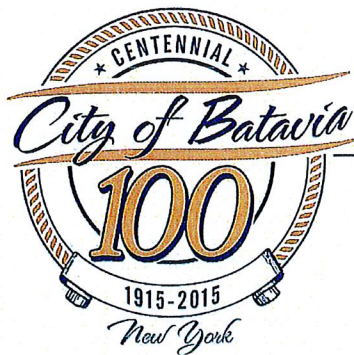
**Motion of Councilperson**

**WHEREAS**, the City Council of the City of Batavia wishes to grant a wage adjustment to the City Manager for the current year based on his favorable performance evaluation; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Batavia that the wage of the City Manager is increased by 2.0%, to \$91,272 and be and hereby is enacted and retroactive to April 1, 2015.

**Seconded by Councilperson**  
**and on roll call**

**DRAFT**



To: Honorable City Council

From: Jason Molino, City Manager

Date: June 18, 2015

Subject: Gateway Drive – road surface condition

Gateway Drive located in the northern end of the city is suffering from significant pavement distress. The roadway was constructed in an area of marginal soils in the late 1960's and has a tendency to move during freeze thaw periods of the winter. With the last two winters being severe the roadway's distress has accelerated making this section of road the worst in the City. This past winter the road buckled and heaved to the extent that the City placed caution markers for residents and plow operators to avoid.

The best solution is to completely reconstruct this street, however the most recent costs are estimated at \$1,200,000 - \$1,500,000. Understanding this is not feasible to do at this time, it is recommend that the roadway at least be considered for a resurfacing to improve its condition until such time a proper capital project can be programmed for a roadway reconstruction of this street.

To keep costs and the impact to the residents to a minimum it is recommended to remove two inches of material from the roadway and replace it with two inches of new material. This does not impact driveways, curb reveal and eliminates the costly replacements of manhole casting, catch basin frames & valve boxes. This would require bring in a contractor to cold mill the surface combined with City forces to truck the material and private contracting for the paving of the new surface.

The resurfacing, depending on future weather and soil conditions may provide an additional 5-10 years of life for the roadway. The cost for resurfacing of this roadway is estimated at \$50,000-\$65,000. Currently the City has available Consolidated Highway Improvement Funding (CHIPs) to complete this project.

This project was not originally planned to be resurfaced this year however due to its current condition, it is strongly recommended that the City resurface the street this year. If Council consensus is to move forward with the resurfacing, staff will investigate if the project will need to separately bid, or can piggy back from existing bid contract from another municipality.

If you have any questions please feel free to contact me.

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