

BATAVIA CITY COUNCIL CONFERENCE MEETING

**City Hall - Council Board Room
One Batavia City Centre
Monday, December 12, 2016 at 7:00 PM**

AGENDA

- I. Call to Order
- II. Public Comments
- III. Council Response to Public Comments
- IV. Councilman Tabelski for appointment to GAM
- V. Appoint Members to City Committees/Boards
- VI. Dwyer Stadium Lease and Sublease Extension Agreement
- VII. Adjournment

-2016
**RESOLUTION TO APPOINT MEMBERS TO VARIOUS CITY COMMITTEES/
BOARDS**

Motion of Councilperson

WHEREAS, certain vacancies exist on various City Committees/Boards.

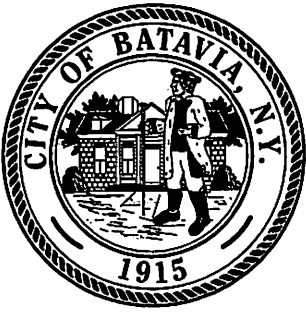
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that the following appointments be made:

Youth Board

Bernadette Penfield


September 30, 2021

**Seconded by Councilperson
and on roll call**



City of Batavia

To: Honorable City Council

From: Jason Molino, City Manager 

Date: December 8, 2016

Subject: Dwyer Stadium/Redwings Renewal

Background: The current Dwyer Stadium Lease and Sublease Extension Agreement expires April 2, 2017. Both the Rochester Redwings and the Genesee County Baseball Club (GCBC) intend to continue to manage the stadium and Muckdogs ball club. In addition, the New York Penn League requires that if the Rochester Redwings are to continue managing the Batavia Muckdogs, the lease and sublease will have to be extended prior to the start of the 2017 season.

Attached is a draft lease and sublease extension agreement, extending the terms and conditions for another two years ending April 2, 2019. There are no changes to the extension agreement from the prior agreement and this would be the fourth extension of the agreement.

Recommended: It is recommended that City Council execute the extension agreement at the April Business Council meeting to ensure the Redwings can continue to manage Dwyer Stadium and the Batavia Muckdogs ball club for the 2015 and 2016 season.

Supporting Documents:

1. Draft Resolution Authorizing the City Council President to Sign a Dwyer Stadium Lease and Sublease Extension Agreement

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#-2017

**A RESOLUTION AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN A
DWYER STADIUM LEASE AND SUBLEASE EXTENSION AGREEMENT**

Motion of Councilperson

WHEREAS, the City of Batavia is the owner of Dwyer Stadium and the Batavia Regional Recreation Corporation (BRRRC) operates and manages the Dwyer Stadium facility as outlined in the Dwyer Stadium Lease Agreement; and

WHEREAS, the Genesee County Baseball Club, Inc. (GCBC) owns the Batavia Muckdogs minor league franchise and the BRRRC sublets the premises to GCBC so that the Batavia Muckdogs can use the facility to play its home baseball games at Dwyer Stadium; and

WHEREAS, GCBC and Rochester Community Baseball, Inc. (RCBI) are parties to a Management and Operating Agreement by which RCBI manages and operates the day to day business of GCBC including the Batavia Muckdogs, pursuant to and as more particularly provided for by the Management and Operating Agreement.

WHEREAS, the City, BRRRC, GCBC and RCBI are mutually desirous of extending the Lease and Sublease Agreements, which presently is to expire on April 2, 2017, in accordance with, and as more particularly provided for by an Extension agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Batavia that the Council President by and is hereby authorized to sign said lease and sublease extension agreement as stated in "Attachment A" on behalf of the City of Batavia.

**Seconded by Councilperson
and on roll call**

Attachment A

DWYER STADIUM
LEASE AND SUBLEASE
EXTENSION AGREEMENT

This Lease and Sublease Extension Agreement ("Extension Agreement") is made the day of January 9, 2017 by and among the City of Batavia ("City"), Batavia Regional Recreation Corporation ("BRRC"), Genesee County Baseball Club, Inc. ("GCBC") and Rochester Community Baseball, Inc. ("RCBI").

RECITALS

- A. The City and BRRC are parties to a Lease Agreement, dated March 12, 2008 pursuant to which the City, as owner of certain real property with improvement thereon consisting of a baseball field and grandstand facilities, known as Dwyer Stadium ("Premises" or "Facility"), leases the Facility to BRRC to operate and manage the Facility.
- B. BRRC, GCBC and the City are parties to a Sublease Agreement, dated April 3, 2008 pursuant to which BRRC subleases the Facility to GCBC, owner of the Batavia Muckdogs, minor league franchise of the New York-Pennsylvania Professional Baseball League, Inc. ("NY-Penn League"), so that the Batavia Muckdogs can use the Facility to play its home baseball games at the Facility and which Sublease Agreement amended the Lease Agreement, in part, as more particularly set forth in the Sublease Agreement.
- C. GCBC and RCBI are parties to a Management and Operating Agreement by which RCBI manages and operates the day to day business of GCBC including the Batavia Muckdogs, pursuant to and as more particularly provided for by the Management and Operating Agreement.
- D. In connection with RCBI's operation of the Batavia Muckdogs, GCBC, BRRC and RCBI are parties to a Delegation Agreement, dated April 3, 2008 pursuant to which GCBC delegates to RCBI all of its rights, duties, privileges, obligations, benefits, responsibilities and authority under the Sublease Agreement and RCBI accepted and assumed such delegation and the City consented to the terms and conditions of the Delegation Agreement.
- E. On or about January 19, 2011 the City, BRRC, GCBC and RCBI mutually extended the Lease Agreement and Sublease Agreement, which presently are to expire on April 2, 2013.
- F. On or about March 13, 2013 the City, BRRC, GCBC and RCBI mutually extended the Lease Agreement and Sublease Agreement, which presently are to expire on April 2, 2017.
- G. On or about April 13, 2017 the City, BRRC, GCBC and RCBI mutually extended the Lease Agreement and Sublease Agreement, which presently are to expire on April 2, 2017

- H. The City, BRRC, GCBC and RCBI are mutually desirous of extending the Lease Agreement and Sublease Agreement, which presently is to expire on April 2, 2017, and to confirm the continuation of the Delegation Agreement, in accordance with, and as more particularly provided for by this Extension Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged by the parties hereto and in consideration of the mutual covenants and agreements contained therein, it is agreed as follows:

1. Subject to and pursuant to the terms and conditions set forth in this Extension Agreement, the Lease Agreement, as amended by the Sublease Agreement, is extended so that the term of the Lease Agreement shall continue through and including April 2, 2019, unless terminated earlier as more particularly provided for therein.
2. The Lease Agreement, as amended by the Sublease Agreement, shall remain in full force and effect in accordance with its provisions during the extended term.
 - (b) The Sublease Agreement shall remain in full force and effect in accordance with its provisions except as follows:
 - (i) Section 18 of the Sublease Agreement is hereby amended as follows:

18. Capital Fund. In addition to the City's obligations set forth in Section 13 of the Lease Agreement, the City shall maintain the Dwyer Stadium Capital Fund, which funds shall be utilized as set herein and as permitted by the fund. The current balance in the capital fund is \$247,136. The City shall maintain a minimum capital fund balance of \$20,000 during the 2017 through 2019 NY-Penn League seasons. Under no circumstances shall the payment of the capital fund obligation eliminate (and shall be in addition to) the City's financial obligation to maintain and repair the Premises as provided in Section 13 of the lease or pursuant to Sections 5(d), 5(h), 5(i) or Section 19 herein. GCBC shall on an annual basis submit a capital project plan and budget for the next year for review and approval by the City. The City shall approve the capital project and spending prior to GCBC performing or undertaking any capital projects or improvements.
3. The parties hereby agree and reconfirm that the Delegation Agreement remains in full force and effect in accordance with its provisions.
4. Except as specifically set forth in this Extension Agreement, neither the Lease Agreement, Sublease Agreement nor the Delegation Agreement are otherwise amended or modified.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first written above.

CITY of BATAVIA

GENESEE COUNTY BASEBALL CLUB, INC.

By: _____
Eugene Jankowski, Jr., Council President

By: _____, President

BATAVIA REGIONAL RECREATION CORPORATION

ROCHESTER COMMUNITY BASEBALL, INC.

By: _____
Steven Maxwell, President

By: _____
Naomi Silver, President

STATE OF NEW YORK)
 :SS.:
COUNTY OF GENESEE)

On this _____ day of _____ 2017, before me personally came EUGENE JANKOWSKI, JR., known to me to be the COUNCIL PRESIDENT of the CITY OF BATAVIA and the same person who executed the foregoing instrument; and that she acknowledged that she executed the foregoing instrument on behalf of the CITY OF BATAVIA as said COUNCIL PRESIDENT and pursuant to the authority vested in her by resolution of the City of Batavia City Council.

Notary Public

STATE OF NEW YORK)
 :SS.:
COUNTY OF _____)

On this _____ day of _____ 2017, before me personally came STEVEN MAXWELL, to me known, who being by me duly sworn, did depose and say that he has an office at _____; that he is the PRESIDENT of the BATAVIA REGIONAL RECREATION CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Notary Public

STATE OF NEW YORK)
 :SS.:
COUNTY OF GENESEE)

On this _____ day of _____ 2017, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he has an office at _____; that he is the PRESIDENT of the GENESEE COUNTY BASEBALL CLUB, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Notary Public

STATE OF NEW YORK)
 :SS.:
COUNTY OF _____)

On this _____ day of _____ 2017, before me personally came NAOMI SILVER, to me known, who being by me duly sworn, did depose and say that he has an office at _____; that he is the PRESIDENT of the ROCHESTER COMMUNITY BASEBALL, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Notary Public