

BATAVIA CITY COUNCIL CONFERENCE MEETING

**City Hall - Council Board Room
One Batavia City Centre
December 9, 2019 at 7:00 PM**

AGENDA

- I. Call to Order
- II. Invocation – Councilperson Bialkowski
- III. Pledge of Allegiance
- IV. Public Comments
- V. Council Response to Public Comments
- VI. Communications
 - a. GLOW Women Rise – Women’s March – January 25, 2020 11 a.m.
- VII. Council President Report
 - a. Announcement of the next City Council Business Meeting to be held on Monday, January 13, 2020 at 7:00 p.m. at the City Hall Council Board Room, 2nd Floor, City Centre
 - b. Proclamation – Liberty Street Stand-off - First Responder
- VIII. Creek Park/Ice Rink Feasibility Presentation
- IX. A Public Hearing on CDBG Grant Creek Park/Ice Rink Feasibility
- X. Ratifying The Executed Amended And Restated Sales Tax Allocation Agreement Between Genesee County And The City Of Batavia
- XI. Council Meetings for 2020
- XII. Appoint members Various City Committee/Boards
- XIII. Appointing the Part-time City Court Judge
- XIV. Retirement Reserve Transfer
- XV. City of Batavia Revolving Loan Fund – Grant Request
- XVI. Additional Police Officer Position
- XVII. Amend 2019/2020 Budget Revenue and Expense Accounts – Police Station
- XVIII. Adjournment

Rec'd 11/26/19



City of Batavia
Batavia, New York 14020
(585) 345-6300

Official Use Only:

2020 - 1
Event Application #:

DATE: 11/26/2019 TIME: 1:00:00
GENERAL: 11/26/19
TYPE: 2191
AMOUNT: 431760
PAGE: 1

Event Application Fee - \$25.00 (non-refundable)
(A separate permit must be issued for each item requested)

Event Sponsor GLOW Women Rise

Type of Event Women's March

Date of Event Jan. 25th 2020 - Saturday

Time of Event (don't include set up time here - just actual event time) 11 am

Location of Event Jackson Square

Details of Event (be as specific as possible!) Speakers and music at

Jackson Square, followed by a March to First

Presbyterian Church at 300 E. Main St. March down

Jackson to main St and down main street to the church on
sidewalks.

Contact Information:

Primary contact:

Name Erica O'Donnell
Phone # 585-703-3504
E-mail address prossidy5908@gmail.com

Secondary contact:

Dorothy Avery
dorothyavery1530@gmail.com
585-431-4187

* Events will be posted on the City's website calendar. If there is a website you would like to include that people can visit for more information or registration, if applicable, note website here:

Will there be alcohol at your event? Yes ☐ No ☒ If yes, complete the following:

Type of alcoholic beverage to be served: Liquor ☐ Wine ☐ Beer ☐

Will you be providing alcohol to your group? Yes ☐ No ☐

Will you be selling alcohol to your group? Yes ☐ No ☐ Insurance certificate WILL BE required with Liquor Legal.

Will people be allowed to bring alcohol to the event? Yes ☐ No ☐

Who will be applying to the NYS Liquor Authority for the permit to sell? _____

It is the Applicant's responsibility to police the area during the gathering to make sure all Alcohol Beverage Control rules are followed. Also, after the event Applicant is responsible to dispose of all empty bottles and debris.

** If you are contracting with a group to sell alcohol during your event on city property, separate insurance is required from them with Liquor Legal in addition to your insurance. **

EVENT INFORMATION (required):

Set up date: 1-25-20 Set up time: 8am

Tear down date: 1-25-20 Tear down time: no later than 5pm

PLEASE LIST ALL DATES / TIMES AND CROWD INFORMATION BELOW:

Date: 1-25-20 Start time: 11am End time: 1pm

Estimated crowd size: ~300 # of Vendors/Displays _____

WILL THE EVENT INCLUDE:

Parade: Yes ☐ No ☒ (MAP OF DESIRED ROUTE MUST BE ATTACHED)
Run or Walk: Yes ☐ No ☒ (MAP OF DESIRED ROUTE MUST BE ATTACHED)
Music: Yes ☒ No ☐ (SITE DRAWING OF STAGE OR DJ LOCATION ATTACHED)
Street Closure(s): Yes ☐ No ☒ (MAP OF CLOSED STREETS AND DROP LOCATION OF BARRICADES)
Other: March Yes ☒ No ☐ (MAP OF DESIRED ROUTE MUST BE ATTACHED)
Fireworks or Hazardous Materials? Yes ☐ No ☒ Carnival or Amusement Rides? Yes ☐ No ☒

Name of Company Providing Above: _____ Company Contact/Representative _____ Phone # _____

Address, Street _____ City _____ Zip Code _____

Music: Live Group ☐ Recorded/DJ ☒ Recorded music on a small Amp.

Name of Company Providing Above: _____ Company Contact/Representative _____ Phone # _____

Address, Street _____ City _____ Zip Code _____

CITY SERVICES SUPPORT: IF the city could please leave trash barrels in Jackson Square we will take all of our garbage with us.
The City reserves the right, as part of the permitting process, to require the applicant to pay for additional operational costs of the City associated with the event.
City Code 66-15, D-2

FOR EVENTS IN CITY PARKS, GARBAGE PICK-UP WILL BE MADE ONLY TO GARBAGE CANS ON SITE.
ADDITIONAL GARBAGE MUST BE BAGGED AND REMOVED FROM PREMISES BY EVENT SPONSOR.

ELECTRIC:

Will electric be needed for the event? Yes ☐ No ☒

What will you be providing electric to? _____

Will generators be used? Yes ☐ No ☒

If yes, INCLUDE SITE DRAWING INDICATING PLACEMENT/LOCATION OF GENERATOR

SIZE OF GENERATOR(S) _____ FUEL SOURCE - GAS - ☐ - DIESEL - ☐ - PROPANE - ☐

TENTS/CANOPIES:

Will Tents/Canopies or other membrane structures be erected at event?
Will a bounce house or other air supported structures be erected at event?

Yes ☐ No ☒
Yes ☐ No ☒

Please list size(s) of Tents/Canopies or other temporary structures erected.

ANCHORING INTO PAVEMENT IS PROHIBITED!

If anchoring in grass, soil areas please contact the NYS Dig Safe # at: 1-800-962-7962 or 811

STREET CLOSURE(S):

~~ANY EVENT REQUIRING A STREET CLOSURE REQUIRES 90 DAY ADVANCE NOTICE~~

Will street(s) need to be closed for the event? Yes ☐ No ☒ Reason:

List Street(s) and Cross Street(s) that will be affected:

| | | |
|---------------------|---|---------------|
| Street to be closed | & | Cross Streets |
| Street to be closed | & | Cross Streets |
| Street to be closed | & | Cross Streets |
| Street to be closed | & | Cross Streets |

Will street barricades be requested from the City? Yes ☐ No ☐ How Many? _____

Will traffic cones be requested from the City? Yes ☐ No ☐ How Many? _____
(Drop off locations of requested items must be identified on the site drawing)

~~BANNERS, SIGNS OR OTHER DECORATIONS ARE NOT TO BE ATTACHED
TO STREET BARRICADES, TRAFFIC CONES, LIGHT POLES OR ANY OTHER CITY PROPERTY~~

Are there any other city materials or personnel requested for the event? Identify below: (there may be additional costs)

POLICE

Will City Police Officers be requested for the event? Yes ☒ No ☐

**FINAL DETERMINATION FOR NUMBER OF POLICE OFFICERS
and UTILIZATION WILL BE AT THE DISCRETION OF THE CITY.**

We don't need any streets closed, but if officers could assist us in crossing Center St. and Liberty St, we would appreciate it.

PLEASE NOTE:

1. Be as specific as possible in the description so we have the best understanding of your event. Also, be clear as to what you would like provided by the City. **Applications should be submitted at least 30 days in advance.**
2. Fire hydrants, Cross Streets/Alleys and Store Fronts **Shall Not Be Blocked** by any Vehicle or Concession at any time.
3. An Emergency Vehicle Safety Lane Must be Maintained at All times at All Locations
4. Fuel Containers Must be of an Approved type and Must be Properly Secured
5. Deep Fryers Must Be Approved. Commercial Types Require a Type "K" Portable Fire Extinguisher
6. All Food Vendors Must Have a Type ABC Fire Extinguisher. All Fire Extinguishers Must Be Inspected Within The Last Year. **A Valid Health Department Permit Must Be Displayed.**
7. No grease or substance of any kind may be discharged upon the streets, sidewalks, or into the storm drains and/or sewers
8. City Sign Ordinances Shall Be Complied With At All Times And In All Regards
9. No paint or other markings may be placed on the street surface.
10. Any overtime and/or material costs in excess of \$500, as determined by City Departments, must be paid by the event sponsor or other party
11. The application fee is due at time of submission of the application and is non-refundable.
12. If approved, a Certificate of Liability Insurance of at least \$1,000,000 naming the City of Batavia as an additional insured for at least the day(s) of the event must be submitted to the City Clerk prior to the event date.

Hold Harmless Agreement

_____, the organizer/sponsor, shall indemnify, hold harmless, assume liability for and defend the City of Batavia, its employees, officers and agents from any and all damages, costs and expenses including but not limited to, attorney's fees, court costs, and all other sums which the City of Batavia its employees, officers and agents may pay or become obligated to pay on account of any and every demand, claim or assertion of liability, or any claim founded thereon, arising or alleged to have arisen out of the activities described in this special event application and sanctioned by the permit issued by the City of Batavia or by any act or omission of the _____ (Organizer/Sponsor), its members, agents, employees, volunteers, officers, or directors in relation to activities described in this application and sanctioned by the issuance of a special event permit.

Date

Name of Event Sponsor

Authorized Signature, Title

Name - Printed or Typed

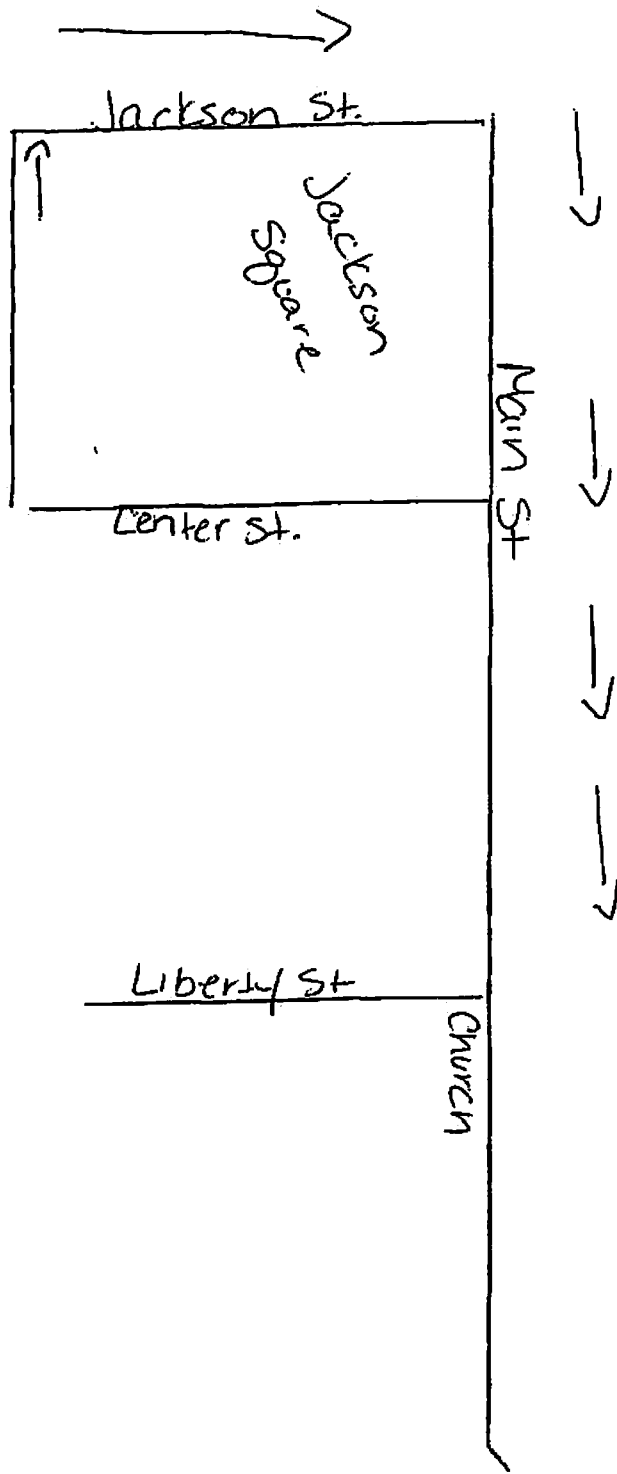
The rules and information contained within this application have been read and will be adhered to.

Date

Signature of Applicant

Please forward this application to:

**City Clerk's Office
Attention: Events Applications Department
One Batavia City Centre
Batavia, New York 14020**



**SPECIAL EVENT APPLICATION
DEPARTMENT APPROVAL SUMMARY**

FOR OFFICIAL CITY USE ONLY

| <u>OFFICIAL USE ONLY</u> | | | | |
|---|--------------------------|--------------------------|------------------|---------------------|
| Department Recommendations: | Approved | Denied | Additional Costs | Department Initials |
| DPW (if applicable) | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ |
| Fire Dept. (if applicable) | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ |
| Police Dept. (if applicable) | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ |
| <i>If recommendation is denied, please attach a brief explanation</i> | | | | |

| <u>OFFICIAL USE ONLY</u> | |
|---------------------------------|---|
| _____ | _____ |
| <i>Date Received</i> | <i>Council Action: (Approved / Disapproved)</i> |
| _____ | _____ |
| <i>Date of Council Action:</i> | <i>Insurance Received (if applicable)</i> |

Event Application #: _____

Department: _____
List Department Name Here

Department Approval

| | YES | NO |
|--------|--------------------------|--------------------------|
| DPW | <input type="checkbox"/> | <input type="checkbox"/> |
| Fire | <input type="checkbox"/> | <input type="checkbox"/> |
| Police | <input type="checkbox"/> | <input type="checkbox"/> |

Department Cost Estimate: _____
if applicable

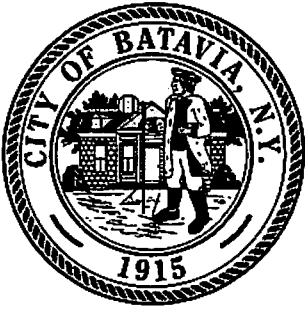
Estimate based on: *Fillable table - type your response here:*

| |
|--|
| |
|--|

If Application not Approved, Provide Reason Here: *Fillable table - type your response here:*

| |
|--|
| |
|--|

Submitted By: _____
Name / TitleDate Submitted



City of Batavia

Memorandum

To: Martin Moore, City Manager

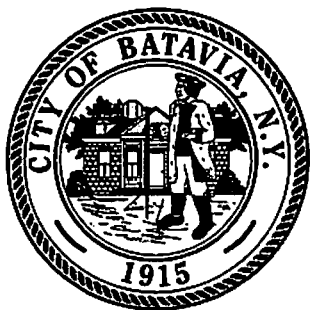
From: Matt Worth, Director of Public Works

Date: December 3, 2019

Subject: Public Hearing for CDBG Grant – Creek Park/Ice Rink Feasibility

The City received funding for a feasibility study for recreation improvements in the “Creek Park” area adjacent to the existing ice rink. The project has been completed, with the presentation to Council on December 9th, which will then generate the final report. There is a requirement for a public hearing for any comments to be received at conclusion which could then be included in the final report.

The scheduling of the public hearing at the December 9th Council Meeting will fulfill this requirement and allow for project close-out and the City to apply for reimbursement of the final payment.



City of Batavia

Memorandum

To: Honorable Councilmember

From: Dr. Martin D. Moore

Date: 12/3/2019

Subject: City-County Sales Tax Agreement

Based on the passage of special legislation authorizing the 40 year sales tax agreement, the City Council approved the draft agreement by resolution on October 28, 2019. The agreement was signed by the City and County on October 29, 2019. The NYS Comptroller's Office is currently reviewing the agreement and has asked for confirmation of the version approved by the City of Batavia. Attached is a proposed resolution ratifying the Sales Tax Agreement executed on October 29, 2019.

We respectfully request that this be added to the Conference Meeting agenda and Business Meeting on December 9, 2019. If it is approved a certified copy will be forwarded to the Comptroller's Office.

#-2019

**A RESOLUTION TO RATIFY THE EXECUTED AMENDED AND RESTATED SALES
TAX ALLOCATION AGREEMENT BETWEEN THE COUNTY OF GENESEE AND
CITY OF BATAVIA**

Motion of Councilperson

WHEREAS, the County of Genesee (hereinafter "County"), and the City of Batavia (hereinafter "City"), entered into an "Amended and Restated Agreement - Sales Tax Allocation County of Genesee and City of Batavia" dated October 29, 2019, hereinafter "2019 Agreement", a copy of which is attached and made a part hereof, and

WHEREAS, this 2019 Agreement provides for the division of the net proceeds of sales tax imposed by the County, by and among the County and the City for a period of forty years commencing on January 1, 2020 through December 31, 2059, and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia hereby authorizes and ratifies the terms and conditions of the Amended and Restated Sales Tax Allocation Agreement between the County of Genesee and the City of Batavia, executed on October 29, 2019, as set forth in the attached Agreement.

**Seconded by Councilperson
and on roll call**

**AMENDED AND RESTATED SALES TAX ALLOCATION AGREEMENT
BETWEEN THE COUNTY OF GENESEE AND THE CITY OF BATAVIA**

THIS AMENDED AND RESTATED AGREEMENT (hereinafter "Agreement") made the 29 day October, 2019, by and between the County of Genesee, a municipal corporation of the State of New York, with offices located at the Old Courthouse, 7 Main Street, Batavia, New York, 14020 (hereinafter "County"), and the City of Batavia, a municipal corporation of the State of New York with offices located at One Batavia City Centre, Batavia, New York 14020 (hereinafter "City").

WITNESSETH:

WHEREAS, the parties have recognized in the past and continue to recognize that it is in the best interest of the County and the City, and all of the citizens thereof, to provide for a sharing of sales tax revenue in a manner that stabilizes the sales tax income of the City, and

WHEREAS, in furtherance of this stabilization process, the County and City have previously entered into several contracts regarding this issue, and

WHEREAS, one of these contracts previously entered into by the parties was in a document entitled "Agreement Sales Tax Allocation County of Genesee and City of Batavia", dated December 31, 2007, (hereinafter "2007 Agreement") which expired on February 28, 2018, and

WHEREAS, the parties subsequently entered into a "Sales Tax Allocation Amended Agreement Between the County of Genesee and the City of Batavia", dated June 19, 2017, (hereinafter "2017 Amended Agreement"), which extended the length of the 2007 Agreement until December 31, 2018, with all of the other terms and conditions set forth in the 2007 Agreement remaining in full force and effect until the latter termination date, and

WHEREAS, the parties also subsequently entered into another Agreement entitled "Sales Tax Allocation Second Amended Agreement Between the County of Genesee and the City of Batavia", dated October 31, 2018, (hereinafter "2018 Second Amended Agreement"), which further extended the length of the 2007 Agreement until December 31, 2019, with all of the other terms and conditions set forth in the 2007 Agreement remaining in full force and effect until the latter termination date, and

WHEREAS, the parties hereto wish to enter into this Agreement pursuant to subdivision (c) of Section 1262 of the Tax Law of the State of New York, in order to continue to provide for the sales tax allocations as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

FIRST: The County shall, during the term of this Agreement, have the exclusive authority to impose all of the taxes described in Articles 28 and 29 of the Tax Law of the State of New York, pursuant to the provisions of Section 1210(a) and 1224(p) of said Law and at a rate of three percent (3%) and one percent (1%) respectively, and shall not set aside any part thereof for County purposes or educational purposes, except as otherwise provided in this Agreement.

SECOND: The City, during the term of the Agreement, shall refrain from imposing any of the taxes described in Article 28 of the Tax Law, effective January 1, 2020.

THIRD: The net collections of all sales tax received by the County shall be allocated and distributed as follows:

- A. All of such monies not allocated as set forth below to the City of Batavia shall be set aside for County purposes and shall be available for any legitimate County purposes, with no allocation to be made for the area outside of the City of Batavia.
- B. In the event that the annual total countywide sales tax net collections increases in any amount as compared to the immediate preceding year, the County will pay to the City an annual sales tax allocation payment amount determined as follows: 1) calculate the County's total percentage increase in countywide sales tax net collections, then 2) multiply the total dollar amount of the sales tax allocation payment made to the City by the County in the immediate preceding year, times this calculated percentage increase, then 3) add this product to the total dollar sales tax allocation payment amount received by the City in the immediate preceding year; provided further, that the City's total dollar sales tax allocation payment amount shall not increase compared to the immediate preceding year by an amount that exceeds 2.0% in any given year, except as otherwise set forth below.
- C. In the event that the annual total countywide sales tax net collections decreases in any amount as compared to the immediate preceding year, the County will pay to the City an annual sales tax allocation payment amount determined as follows: 1) calculate the County's total percentage decrease in countywide sales tax net collections, then 2) multiply the total dollar amount of the sales tax allocation payment made to the City by the County in the immediate preceding year, times this calculated percentage decrease, then 3) subtract this product from the total dollar sales tax allocation payment amount received by the City in the immediate preceding year; provided further, that there shall be no maximum cap in the percentage decrease of the City's total dollar sales tax allocation payment amount in any given year, except as otherwise set forth below.
- D. Notwithstanding any of the foregoing provisions above, in any given year, the City's total dollar sales tax allocation payment amount as compared to the total dollar amount of the sales tax net collections received countywide by the County in this same year, shall not be less than 14.0%.
- E. Notwithstanding any of the foregoing, for the calculations for 2020 only, the City's base year of 2018 shall be used in the place of the immediate preceding year of 2019. The City's base year of 2018 will be calculated using the previous contract allocation of 16% of sales tax net collections received countywide in the calendar year of January 1, 2018 through December 31, 2018.

FOURTH: The implementation of the distributive formula contained in "Third" above is contingent upon agreement by the City not to pre-exempt the sales tax imposed by the County during the term of this Agreement.

FIFTH: The term of this Agreement shall be forty (40) years commencing on January 1, 2020 and ending on December 31, 2059.

SIXTH: That on or before the first day of July, 2057, the Genesee County Legislature shall cause a committee to be convened consisting of members of the County Legislature and members of the City Council, which committee shall recommend to the Legislature and the City Council whether or not to amend, modify or extend this Agreement for an additional term.

SEVENTH: The Legislature and the City Council thereafter, and prior to July 1, 2059, shall, by resolution, notify the other body that it intends, at the end of the term or any extension thereof, to terminate, amend or modify this Agreement.

EIGHTH: Within the time frames set forth herein and the statutory notice requirement in Articles 28 and 29 of the Tax Law, this Agreement may be modified, terminated or otherwise amended in the event that both the City Council and the County Legislature, by formal resolution, mutually agree to do so. Neither party may do so unilaterally. Any such modification, termination or amendment must be reduced to writing, executed by such officers of each body as they shall respectively designate and be approved by the Office of the State Comptroller as set forth below.

NINTH: This Agreement shall be interpreted pursuant to the laws of the State of New York, and any action or proceeding brought to enforce any provisions hereof, shall be venued in Genesee County.


TENTH: The prior aforesaid 2007 Agreement, the 2017 Amended Agreement and the 2018 Second Amended Agreement between the parties are hereby replaced in their entirety, and upon execution of this Agreement, these three prior documents shall be null and void.

ELEVENTH: This Agreement may be executed in counterparts, each of which may be deemed as an original, and all of which taken together, shall constitute one Amended and Restated Agreement binding upon both parties.


TWELTH: This Agreement is subject to the approval of the State Comptroller of the State of New York as set forth in section 1262(c) of the Tax Law.

IN WITNESS WHEREOF, the parties have signed this Amended and Restated Agreement the day and year first written above.

CITY OF BATAVIA

By: 
Eugene Jankowski, Jr.
President, City Council

COUNTY OF GENESEE

By: 
Robert Bausch
Chairman, County Legislature

#-2020
**A RESOLUTION SCHEDULING REGULAR COUNCIL MEETINGS THROUGH
DECEMBER 31, 2020**

Motion of Councilperson

WHEREAS, the Batavia City Council, pursuant to the City Charter, is required to schedule regular Council meetings through the standard resolution process; and

WHEREAS, City Council historically meets on the second and fourth Monday of each month except during the months of July, August and December where the Council meets only on the second Monday; and

WHEREAS, City Council must designate the specific location and time of meetings on an annual basis.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia hereby designates the Council Board Room located at City Hall, One Batavia City Centre, as the regular meeting place for the scheduled Council meetings through December 31, 2020; and

BE IT FURTHER RESOLVED, that the City Council shall meet at 7:00 p.m. at the City Council Board Room on the designated dates as outlined on Attachment "A" through December 31, 2020.

**Seconded by Councilperson
and on roll call**

2020 City of Batavia Council Meetings

January 13, 2020 (Business)

January 27, 2020 (Conference)

February 10, 2020 (Business)

February 24, 2020 (Conference)

March 9, 2020 (Business)

March 23, 2020 (Conference)

April 13, 2020 (Business)

April 27, 2020 (Conference)

May 11, 2020 (Business)

Tuesday, May 26, 2020 (Conference)

June 8, 2020 (Business)

June 22, 2020 (Conference)

July 13, 2020 (Business and Conference)

August 10, 2020 (Business and Conference)

September 14, 2020 (Business)

September 28, 2020 (Conference)

Tuesday, October 13, 2020 (Business)

October 26, 2020 (Conference)

Monday, November 9, 2020 (Business)

November 23, 2020 (Conference)

December 14, 2020 (Business and Conference)

#-2019
**A 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

David Twichell
Paula Fischer
Kathryn Fitzpatrick

December 31, 2022
December 31, 2022
December 31, 2022

Deer Management Committee

Russell Nephew Jr
Kent Klotzbach
Frederick Gundell
Samuel R DiSalvo
Gus Galliford

October 31, 2022
October 31, 2022
October 31, 2022
October 31, 2022
October 31, 2022

**Seconded by Councilperson
and on roll call**

#-2019

A RESOLUTION APPOINTING THE PART-TIME CITY COURT JUDGE

Motion of Councilperson

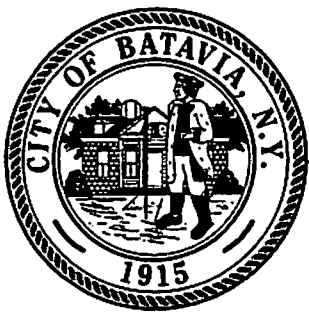
WHEREAS, Section 2104(c) of the Uniform City Court Act provides for the appointment of a City Court Judge who, in the temporary absence or inability of the City Judge, shall exercise all power of said Judge, and

WHEREAS, Section 2104(e)(1) (ii) and Section 2104(b)(3) of the Uniform City Court Act provides that the City Court Judge shall be appointed by Council and serve for a six (6) year term, and

WHEREAS, _____ will be appointed to this position on January 1, 2020 and their term as City Court Judge is due to expire on December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that _____, a resident attorney, possessing the necessary qualifications, is hereby appointed to the position of City Court Judge, for a six year term commencing on January 1, 2020 and expiring on December 31, 2025, with all of the powers and authority granted by Local and State Law.

**Seconded by Councilperson
and on roll call**



City of Batavia

Memorandum

To: Martin Moore, Ph.D., City Manager

From: Lisa Neary, Deputy Director of Finance

Date: November 19, 2019

Subject: Retirement reserve

In April, council approved us to make a payment out of retirement reserves in the amount of \$225,000 with resolution #54-2019. Upon our audit with Freed Maxick and their review of our subsequent records/events, as part of their audit, they requested we check to make sure the use of the retirement reserve was appropriate. Upon further research it was found that the only use of retirement reserve, per General Municipal Law 6-r, is for payments made directly to the New York State Retirement System. That not being the case in this instance, it was determined that we should appropriate fund balance and charge this expense to operations.

Attached please find the resolution that will fix the issue at hand and make us compliant with the New York State General Municipal Law as it relates to the use of reseves.

#-2019
**A RESOLUTION TO TRANSFER EXPENSE FROM RETIREMENT
CONTRIBUTION RESERVE TO FIRE WORKERS COMPENSATION
EXPENSE**

Motion of Councilperson

WHEREAS, resolution #54-2019, approved by City Council on April 8, 2019, authorized the City Manager to make a budget transfer related to unexpected retirement costs of \$225,000; and

WHEREAS, pursuant to General Municipal Law 6-r, the City of Batavia can only utilize these reserve funds for payments made to either the New York State and Local Employees' Retirement System or the New York State and Local Police and Fire Retirement System, and

WHEREAS, this specific payment was not made to the New York State and Local Employees' Retirement System or the New York State and Local Police and Fire Retirement System; and

WHEREAS, it is necessary to reverse the prior approved budget transfer and record the appropriate transfer out of Fire Department Workers Compensation expense, and utilizing Appropriated Fund Balance.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that the City Manager is hereby authorized to make the following budget transfer and correction effective the date of the original transfer April 9, 2019.

Decreasing expenditure account:

| | | |
|-----------------|--------------------|-----------|
| Fire Department | 001.3410.0801.2110 | \$225,000 |
|-----------------|--------------------|-----------|

Decreasing revenue account:

| | | |
|--|--------------------|-----------|
| Appropriated Retirement Contribution Reserve | 001.0001.0511.2110 | \$225,000 |
|--|--------------------|-----------|

Increasing expenditure account:

| | | |
|--------------------------------------|--------------------|-----------|
| Fire Department Workers Compensation | 001.3410.0803.0000 | \$225,000 |
|--------------------------------------|--------------------|-----------|

Increasing revenue account:

| | | |
|---------------------------|--------------------|-----------|
| Appropriated Fund Balance | 001.0001.0915.0001 | \$225,000 |
|---------------------------|--------------------|-----------|

**Seconded by Councilperson
and on roll call**

BATAVIA DEVELOPMENT CORPORATION

One City Centre
Batavia, NY 14020

Office: 585-345-6380
Fax: 585-343-8182
www.BataviaDevelopmentCorp.org

Project #: 3- 2019

Address: 201 East Main St.

Date Received: August 5th, 2019

Date Reviewed by BDC: November 21st, 2019

City of Batavia Revolving Loan Fund - Grant Request

TO: Dr. Martin Moore, City of Batavia Manager
FROM: Andrew Maguire, Director of Economic Development
RE: Grant Application
DATE: December 9th, 2019

Applicant: GO-ART!
Location: 201 East Main St., Batavia, NY 14020
Capital Investment: \$218,300
Grant Request: \$20,000
Application Complete: Yes
Proof of Financing: Bank letter and statement/Audited financial statements
RLF Grant Funds Available: Yes Currently \$260,660 cash available in the fund

GO-ART! is requesting a \$20,000 grant from the City of Batavia Revolving Fund Grant Program to help support repairs and renovations to the building's foundation, roof and drainage, chimney, windows, fence, painting the interior, as well as repairing the elevator for convenience and handicap accessibility, located at 201 East Main Street. The project scope is accordant with the City goal of improving and repairing façades and preservations to historical buildings in our downtown area and in the BID/DRI boundary.

This \$218,300 project, that prioritizes façade, windows, masonry and safety improvements, will be funded by many sources; 1) GO-ART! has been awarded \$20,000 from the Community Foundation for Greater Buffalo. 2) \$2,000 from the Community Foundation for Greater Rochester. 3) \$10,000 from Western New York Foundation. 4) \$4,000 from NYS Preservation League. GO-ART! currently has several other grant applications pending and the \$20,000 RLF Grant Funds will help ensure that the project can proceed to protect this historical cultural icon can be realized. Despite other funding, the RLF Funds will be used in compliance with the grant policy

City of Batavia Revolving Loan Fund – Grant Score

Scoring Average of 9 BDC board members

1. Readiness- proposals should provide proof of readiness such as proof of ownership or lease agreement, documentation that 100% of the financing for the project is in place. P&L statements and lease-up documents can be provided at time of application to strengthen the application (up to 20 points). **SCORE: 15**

2. City Priorities- projects that advance the priorities of Batavia including the DRI Investment Strategy, the BOA Strategy, and are located in either investment area, or in an Opportunity Zone Census Tract are eligible for additional points in this category (up to 20 points). **SCORE: 17**

3. Visual Impact- projects that are visually prominent, have historic value, are in danger of being lost, in-part or totally to disrepair and damage (up to 20 points). **SCORE: 17**

4. Encourage Downtown Living- projects that include renovation of upper floor residential units (up to 20 points). **SCORE: 2**

5. Economic Impact- projects leveraging grant funds with private investment that with the assistance of grant funds, will reduce blight, contribute to the economic recovery of the City of Batavia, or realize a stabilization or expansion of the tax base, businesses and/or jobs (up to 20 points). **SCORE: 15**

TOTAL AVERAGE SCORE: 66

Project Approved by City Council? YES NO Other _____

Grant Amount Awarded: _____

Date Property Owner Notified: _____ Date: _____

Grant Agreement Executed: _____ Date: _____



GO ART!
For sale. Not recommended.
\$100,000.00



Figure 3 The upper flat roof repair needed



Figure 4 The mortar chimney



Figure 5 The roof line at the upper flat roof



Figure 6 Missing mortar at the mortar chimney



Figure 7 Missing mortar

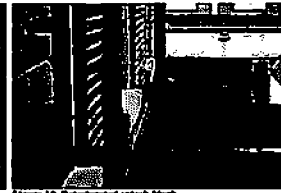


Figure 8 Distorted splash block



Figure 11 Falling mortar joints at south stoop

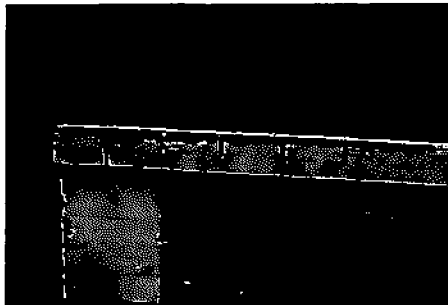


Figure 12 Open vertical joints at Kitchen water table

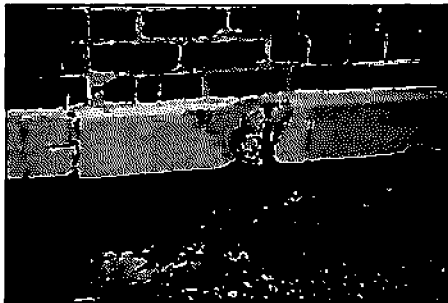


Figure 13 Inappropriate patch at water table



Figure 14 Falling parging at Kitchen addition

#-2019

**A RESOLUTION AUTHORIZING THE BATAVIA REVOLVING LOAN FUND GRANT
AWARD AND AUTHORIZING EXECUTION OF A PARTICIPATION AGREEMENT**

Seconded by Councilperson

WHEREAS, the City Council for the City of Batavia amended the Revolving Loan Fund Agreement on April 8, 2019; and

WHEREAS, according to the amendment, notwithstanding any other provisions of the Revolving Loan Fund Agreement, the Loan Fund may also, on a project specific basis and with City Council approval, make a grant for an eligible project or funding purpose within the City; and

WHEREAS, the City Council for the City of Batavia enacted a policy to allow for grant funds to be accessed for specific purposes including Downtown Revitalization Initiative Area (DRI) advancement, City Priority Economic Development, and Building Improvements; and

WHEREAS, GO-ART!, ("Owner") has submitted a completed application for grant funds to the Batavia Development Corporation, the Batavia Development Corporation has acknowledged receipt of the application and application fee, received the deed to the property, the project financials, reviewed and scored the project, and advanced the project to the City Council of the City of Batavia to review; and

WHEREAS, the Owner intends to complete repairs and improvements of the property located at 201 East Main St. Batavia, NY 14020 using funds to be provided through the Program; and

WHEREAS, The City of Batavia will distribute grant funds to the Owner for the project in accordance with the terms and conditions of the City of Batavia Revolving Loan Fund Grant Policy dated June 14, 2019 and the Grant Agreement; and

WHEREAS, after evaluation of the application, based on the Grant Policy, the City of Batavia City Council finds that the award of the grant to be consistent with the policy and in the interest of the City of Batavia;

NOW, THEREFORE, BE IT RESOLVED that the City of Batavia City Council approves granting \$20,000 to the project; and

NOW, THEREFORE, BE IT RESOLVED that the City of Batavia City Council authorizes the City Council President to execute the Grant Agreement with the Owner.

**Seconded by Councilperson
and on roll call**

BATAVIA REVOLVING LOAN FUND GRANT **PARTICIPANT AGREEMENT**

This Agreement is made effective as of the ____ day of ____, ____, by and between the City of Batavia, with offices located at One Batavia City Centre, Batavia, NY 14020, and Genesee-Orleans Regional Arts Council ("Owner"), residing at or having a principal place of business at 201 East Main St. Batavia, NY 14020. For a grant in the amount of \$20,000.

1. Term.

The period of performance for all activities assisted pursuant to this Agreement shall be 24 months, commencing on the effective date of this Agreement and ending on _____ ("Term"), unless sooner terminated as provided for herein. The Owner is required to engage a contractor and begin construction within thirty (30) calendar days of execution of this agreement.

2. Owner's Representations.

The Owner hereby expressly represents that he/she is the owner of the premises designated herein for improvement and rehabilitation and that, as the Owner, he/she has all lawful authority required to execute this Grant Agreement, which shall be binding upon the Owner and/or its successors and assigns.

3. Regulatory Requirements and Repayment Provisions.

- a. All assistance is in the form of a reimbursable grant with a five (5)-year compliance period. Property owners will be required to execute a Declaration document committing to this compliance period. Should the property owner sell the property within the five (5)-year timeframe, they will be responsible for repaying a portion of the grant funding received. Repayments will be retained by the City of Batavia and used for eligible economic development activities. Required repayment of grant funds will be calculated in accordance with the following schedule:

| | | |
|------|-----------------------|---------------------|
| i. | Months 0-12: | 100% repayment due. |
| ii. | Months 13-24: | 80% repayment due. |
| iii. | Months 25-36: | 60% repayment due. |
| iv. | Months 37-48: | 40% repayment due. |
| v. | Months 49-60: | 20% repayment due. |
| vi. | Months 60 and beyond: | 0% repayment due |

- b. It is essential that Owners ensure that their properties remain free of lead hazards after compliance has been documented. The Owner agrees to maintain paint in all residential spaces using lead-safe work practices for the five-year Regulatory Period. The Owner or a representative should visually assess the property on a routine basis, and whenever the occupant reports loose, peeling or damaged paint. The property owner may elect to hire a lead inspector to perform this assessment.
- c. The Owner of a property improved will be required to execute a Declaration, in the form attached as Attachment D, which shall be filed in the Genesee County Clerk's Office. The Owner agrees to maintain the Assisted Property in

compliance with the terms of this Grant Agreement, throughout the Regulatory Period. The Owner shall further declare that in the event of any non-compliance or sale of the property, the amount of grant funds distributed shall be subject to repayment.

4. Reimbursement.

- a. Project reimbursements are made when the project is complete. The City of Batavia Revolving Loan Fund Grant operates fully as a reimbursement grant program and the owner is responsible for paying for all agreed upon repairs. Payment of grant funds will be made only upon satisfactory completion of building projects and payment of renovation expenses.
- b. No reimbursement shall be paid to the owner until final inspections and Certificate of Compliance/Occupancy has been issued by the City of Batavia.
- c. All completed work shall comply with all applicable building codes and standards.
- d. Cash payments/cash receipts are not permitted and will not be reimbursed.
- e. The payment of any amount(s) due and payable by the City of Batavia to a project owner, as a reimbursement pursuant to a grant agreement for work completed shall be payable within ninety (90) calendar days after all work is satisfactorily completed and sufficient supporting documentation is provided to the City of Batavia.
- f. Sales tax should not be included on the invoice as the City is exempt from sales tax and will not reimburse for sales tax.
- g. To substantiate work costs, Owners must provide the following: (i) written contracts; (ii) bank documents; (iii) copies of invoices for materials and labor; (iv) cancelled checks; (v) lien releases; (vi) and any other documents deemed reasonably necessary by the City of Batavia to maintain effective internal controls.

5. Inspection of Work: Unsatisfactory Work.

The Owner agrees that the City of Batavia and their representative or agent shall at all times have access to the job site and premises for the purpose of inspecting and reviewing the renovation work. In the event that the Owner or the City of Batavia shall determine at any time that there exists unsatisfactory work, the Owner shall notify the contractor in writing of the existence of such (sending copies to the City of Batavia and any other interested parties), and the contractor shall correct such work within twenty (20) calendar days after receipt of said notice. In the event that the contractor fails or refuses to complete such corrections in the work within said period of time the City of Batavia shall have the right to cancel this Grant Agreement and, upon such cancellation, shall have no obligation to provide any reimbursement for the work completed.

6. Reports and Access to Records.

During the Term and the Regulatory Period, the City of Batavia can perform an annual inspection. The Owner further agrees to provide the City of Batavia with reports or records in such form, content and frequency as requested.

7. Termination.

In the event the Program shall for any reason cease to exist or terminate prior to the completion of the work to be performed as specified in this Agreement, or in the event the Owner shall die, or the ownership of the building changes prior to the completion of such work, the City of Batavia may terminate its obligation(s) hereunder to the Owner by reimbursing the Owner (or its heirs or successors) for the work satisfactorily completed prior to the date of any such termination, death, or change in ownership. Upon such payment to the Owner, the City of Batavia shall be released and discharged from any further claim on behalf of the Owner pursuant to this Grant Agreement.

8. Compliance with Local Laws and Codes.

Any contract or agreement to be executed relative to the work contemplated by this Grant Agreement shall require that the Owner give all notices required by, and comply with, all applicable laws, ordinances, regulations and codes of the City of Batavia, the State of New York, and the United States, and shall at its own expense, secure and pay the fees or charges for all permits required for the performance of the work.

9. Notice of Investigation or Default.

The Owner shall notify the City of Batavia within five (5) calendar days after obtaining knowledge of: (i) the commencement of any investigation or audit of his/her activities by any governmental agency; or (ii) the alleged default by the Owner under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the project; or (iii) allegation of ineligible or prohibited activities. Upon receipt of such notification, the City of Batavia may, in its discretion, withhold or suspend payment of Program funds for a reasonable period of time while a review of activities and expenditures is conducted.

10. Default.

- a. If an Event of Default as defined below shall occur, all obligations on the part of the City of Batavia to make any further payment of Program funds shall, if the City of Batavia so elects, terminate and the City of Batavia may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the City of Batavia may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- b. The following shall constitute an Event of Default hereunder: (i) if the Owner fails, in the opinion of the City of Batavia, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or federal law or regulation, or the Program policies and procedures established by City of Batavia; (ii) if at any time any representation or warranty made by the Owner shall be incorrect or materially misleading; (iii) if the Owner has failed to commence the improvements as specified in Attachment A- Batavia Development Corporation (BDC) Project Memo and Rendering/Site Plan in a timely fashion or has failed to complete such improvements within the Term.
- c. Upon the happening of an Event of Default, the City of Batavia may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the City of Batavia from pursuing any other remedies contained herein or otherwise provided at law or in equity: (i) Terminate this Agreement, provided that the Owner is given at least ten (10) business days prior written notice; (ii) Withhold or suspend payment of

Program funds; (iii) Recapture any Program funds disbursed to the Owner on a pro rata basis over the Regulatory Period. The amount to be recaptured shall be determined by reducing the original amount of Program funds disbursed to the Owner by one fifth (1/5th) for each year of the Regulatory Period the Owner was in compliance with this Agreement; (iv) Exercise any corrective or remedial action, to include, but not be limited to, advising the Owner to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Owner to reimburse the City of Batavia for the amount of Program funds expended or used in an unauthorized manner or for an unauthorized purpose.

- d. In the event this Agreement is terminated by the City of Batavia for any reason, or upon the closeout of the Program, the City of Batavia shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the City of Batavia of its obligation to pay for services properly performed by the Owner prior to such termination. Notwithstanding any such termination or closeout, the Owner shall remain liable to the City of Batavia for any unspent Program funds, the expenditure or use of Program funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Owner. The City of Batavia shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Program funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

11. Indemnification.

Any contract or agreement to be executed in furtherance of this Grant Agreement shall require the contractor to defend, indemnify and hold harmless the Owner, the City of Batavia from liability for any claim for injury or damages to persons including the contractor and his/her employees, subcontractors and agents, or property, resulting from any work performed under this Agreement.

12. Assignment.

The Owner shall not assign this Grant Agreement without the prior written consent of the City of Batavia and any such request for assignment of said Grant Agreement must be addressed to the City of Batavia.

13. Waiver of Liability.

Nothing in this Agreement nor any act of the City of Batavia, or its agent, including but not limited to, an inspection of work, approvals given, permits issued or payments made, shall be construed as a warranty for the work performed under this Grant Agreement, and the Owner hereby expressly waives any such claim.

14. Property Release.

The Owner agrees to complete a written consent, in the form attached as Attachment E to permit the City of Batavia to publish photographs of assisted properties for promotional or public relations purposes.

15. Modification and Amendment.

This Agreement shall be construed under the laws of the State of New York, and may be modified or amended only by a written instrument executed by both the Owner and the City of Batavia.

16. Attachments:

The following attachments are hereby incorporated into this agreement and the Owner shall adhere to the provisions contained therein.

- a. Attachment A – BDC Project Memo and Rendering/Site Plan
- b. Attachment B – Copy of Owner's Application for Assistance
- c. Attachment C – Program Rules and Design Guidelines
- d. Attachment D – Draft Property Maintenance Declaration
- e. Attachment E – Property Release Form

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

City of Batavia

Signature → _____

Printed Name: Eugene Jankowski Jr.

Title: City of Batavia City Council President

Date:

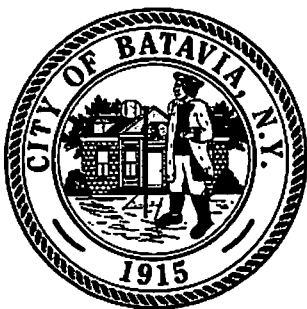
Executive Director – Go Art!

Signature → _____

Printed Name:

Title:

Date:



City of Batavia

Memorandum

To: Martin Moore, PhD., City Manager

From: Shawn Heubusch, Police Chief

Date: December 2, 2019

Subject: Request to Fill Future Vacancies – updated December 2019

Cc: Dawn Fairbanks, Human Resources

As per our conversation, and your indicated commitment to ensuring the Police Department remains adequately staffed into the future, I am requesting that we move forward with the hiring of one (1) new police officers to fill impending vacancies.

As you know Assistant Chief Todd Crossett, Detective Sergeant Kevin Czora and Officer Darryle Streeter have all indicated their intent to retire. Detective Sergeant Czora and Assistant Chief Crossett will be retiring in January of 2020. Officer Streeter is currently out on medical leave, but will be retiring once cleared (sometime early 2020). We also have an MOU with the Batavia City School District to provide an additional School Resource Officer beginning in the 2020-2021 school year. I recognize that City Council did approve the hiring of two (2) police officers to fill the vacancies created by two (2) retirements in January. However, due to the extended time it takes to get through the background, hiring and training process I am requesting to fill one (1) of the two (2) police officer positions as stated above.

We intend to use surplus funds from the current personnel line to accommodate the new hire, therefore there should be a minimal impact in the current budget year.

If you have any questions or wish to discuss further, do not hesitate to contact me directly.

Police Department
10 Main Street
Batavia, New York 14020



Phone: 585-345-6350
Fax: 585-344-1878
Records: 585-345-6303
Detective Bureau: 585-345-6370
www.batavianewyork.com

#-2019

**A RESOLUTION AUTHORIZING ADDITIONAL POLICE OFFICER POSITION FOR
THE POLICE DEPARTMENT**

Motion of Councilperson

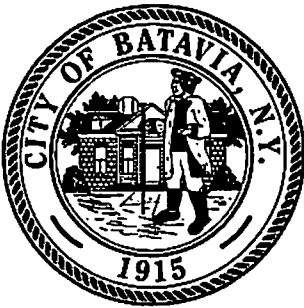
WHEREAS, there is an anticipated retirement within the Police Department; and

WHEREAS, the staffing in the Police Department is critical to public safety and the training of a new police officer can take up to a year to complete; and

WHEREAS, the authorization of one (1) additional police officer position will allow for a new police officer to begin their training ahead of two anticipated retirements, thereby shortening the period of time between a retirement and replacing the retired officer.

NOW THEREFORE, BE IT RESOLVED, that the Council of the City of Batavia does authorize one (1) additional police officer position for the Police Department effective immediately.

**Seconded by Councilperson
and on roll call**



City of Batavia

Memorandum

To: The Honorable City Council
Cc: Matt Worth
From: Dr. Martin D. Moore (Marty), City Manager
Date: November 14, 2019
Subject: Council Update

It is recommended that the City Council approve the appropriation of Facilities Reserve Funds in the amount of \$50,000 to be used for the purpose of conducting a feasibility study (to include pre-design work) for a Police Station on City of Batavia owned property located at the northwest corner of Bank Street and Alva Place.

Per our Public Works Director, the RFP/RFQ for a feasibility study for the Police Station to be located at Alva Place should include the following requirements:

- Review of original conceptual plans.
- Review of the proposed site and available utilities.
- Create a base facility plan needs and parameters for a new stand-alone Police Station (est. 16,000sf; potentially multi-story).
- Review needs and conduct interviews to create necessary programming for a new facility.
- Create a necessary space listing based on staff interviews, review of the Geddis report, and industry standards required for the new facility.
- Create a necessary space listing for exterior parking for staff, department vehicles, and the public.
- Create a list of applicable regulatory and mandated requirements applicable to this project.
- Create a cost summary inclusive of all project elements including but not limited to Site Work, Building Construction, Soft Costs, Professional Fees, Project Expenses, Design and Construction Contingencies.
- Create a probable design/construction schedule

It is expected that the final document will be the base for a future RFP/RFQ to engage design professionals. It is expected the resulting feasibility document will provide the necessary information for a design professional to evaluate all of the items needed to create an all-encompassing design proposal.

#-2019
**A RESOLUTION TO AMEND THE 2019/2020 BUDGET REVENUE AND EXPENSE
ACCOUNTS**

Motion of Councilperson

WHEREAS, pursuant to General Municipal Law 6-F, the City of Batavia has an established Facility Reserve Fund which has a current balance of approximately \$298,399; and

WHEREAS, the City of Batavia is preparing a Request for Proposals to conduct a feasibility study and pre-design work for a new Police Station on City Property located at the Northwest corner of Bank Street and Alva Place; and

WHEREAS, the projected cost for the feasibility and pre-design work is projected to not exceed \$50,000; and

WHEREAS, reserves funding is required to fund the project.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Batavia authorize the City Manager to transfer \$50,000 from the Facility Reserve to accounts shown below; and

BE IT FURTHER RESOLVED, by the City Council of the City of Batavia to authorize the City Manager to amend the 2019/2020 budget by increasing the accounts as follows:

| | |
|---|--------------|
| Revenue 001.0001.0511.2106 Appropriated Facility Reserves | \$ 50,000.00 |
|---|--------------|

| | |
|--|--------------|
| Expense 001.1620.437 Professional Fees transfers out | \$ 50,000.00 |
|--|--------------|

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