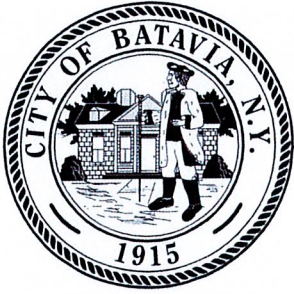


BATAVIA CITY COUNCIL CONFERENCE MEETING

**City Hall - Council Board Room
One Batavia City Centre
Monday July 11, 2022 at 7:00 p.m.**

AGENDA

- I. Call to Order
- II. Invocation – Councilmember Bialkowski
- III. Pledge of Allegiance
- IV. Public Comments
- V. Council Response to Public Comments
- VI. Communications
 - a. Genesee County Youth Bureau Summer Carnival – 7/28/22
 - b. Kelly’s Holland Inn Liquor License Application
- VII. Council President Report
 - a. Announcement of the next City Council Conference and Business Meeting to be held on Monday, August 8, 2022 at 7:00 p.m. at the City Hall Council Board Room, 2nd Floor, City Centre
 - b. Proclamation to Honor Jim Owen Honorary Mayor of Redfield Parkway
- VIII. SRO Contract
- IX. Ice Rink Operator Agreement
- X. Resolution for Residency Erik Fix
- XI. NYS Main Street Anchor Grant – Batavia Business Improvement District (BID)
- XII. Firewall Technology Purchase and Use of Administrative Reserves
- XIII. Mall Roof II Close Out and Use of Facility Reserve For Overage
- XIV. Adjournment



City of Batavia

MEMORANDUM

To: Rachael Tabelski, City Manager
From: Heidi J. Parker, Clerk-Treasurer
Date: 7/6/22
Subject: **Event Summary**

Below please find the summary for the event to be reviewed by City Council on July 11, 2022:

Genesee County Youth Bureau Summer Carnival – 7/28/22

There are no cost from the departments

Kelly's Holland Inn Liquor License Application

There are no objections from the departments

****NOTE** – Event sponsors are responsible for any costs that may be incurred because of their event and have been made aware of estimate costs, if any.



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

Official Use Only:

2022-34

Event Application #:

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

Event Sponsor Genesee County Youth Bureau

Type of Event Summer Carnival

Day and Date of Event 7/28/22

Time of Event (don't include set up time here - just actual event time) 10:00- 2:00 pm

Location of Event David McCarthy Memorial Ice Arena

Details of Event (be as specific as possible!) The youth bureau host a summer carnival for recreation programs that we fund as well as the community.

We provide entertainment. Youth will be able to play 10 games for \$1. They will win "funny money" that they can exchange for prizes.

Contact Information:

Primary contact:

Secondary contact:

Name Chelsea Elliott

Chelsea Green

Phone # 585-344-3960

585-344-3960

Mailing address 2 Bank Street, Batavia

2 Bank Street, Batavia

E-mail address Chelsea.elliott@co.genesee.ny.us

Chelsea.green@co.genesee.ny.us

* 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: 7/28/22

Set up time: 8:00 am

Tear down date: 7/28/22

Tear down time: 2:30 pm

PLEASE LIST ALL DATES / TIMES AND CROWD INFORMATION BELOW:

Date: 7/28/22

Start time: 10:00 am

End time: 2:00 pm

Estimated crowd size: 350

of Vendors/Displays we will have educational booths from different agencies (usually have 8 booths)

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: 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

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

Address, Street _____ City _____ Zip Code _____

CITY SERVICES SUPPORT:

City Code 66-15, D-2 *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.*

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? microphone

Will generators be used? Yes No *see Special Events Inspection ✓ list for compliance*

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

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

TENTS/CANOPIES/POP-UPS: See appendices for compliance checklist – all tents will be inspected **

Will Tents/Canopies or other membrane structures be erected at event? Yes No
Will a bounce house or other air supported structures be erected at event? Yes No

NOTE – Appropriate anchoring is required for all tents, canopies, and pop-up structures

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.

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. Additional operational costs of the City, as determined by City Departments, must be paid by the event sponsor at the conclusion of the event. The application fee is due at time of submission and is non-refundable.
11. Vendor/participants must also follow all inspection/temporary structure rules found in the appendices (pg 6-7)
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 Genesee County Youth Bureau 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 GC Youth Bureau (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.

6/18/22

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.

6/18/22

Date:

Chelsea Dyer

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 EVENTS INSPECTION | | | |
|---------------------------|---|----|---|
| YES | Item to verify | NO | Corrective action |
| | Extension cords plugged into approved electrical boxes? | | Do not use unless cords plugged direct |
| | Generator in use 20 feet from any structure? | | Do not use generator unless moved to safe area |
| | Generator has appropriate extinguisher available | | Do not use unless extinguisher present |
| | Generator grounded? | | Do not use unless grounded |
| | Inflatable secured to ground? | | Do not use unless secured |
| | Inflatable rods covered? | | Do not use unless rods are covered for safety |
| | Propane tanks secured? | | Do not use unless secured |
| | Outside cooking has appropriate extinguisher? | | Do not use unless extinguisher present |
| | Fireworks display 75 feet from any structure? | | Do not light unless in approved location |
| | Fireworks display has proper extinguishers? | | Do not light unless extinguisher is present |
| | Does cooking under tent meet the safety standard? | | Do not cook unless tent is rated for fire resistance or cooking outside tent |
| | Are Easy up tents properly roped, braced or anchored to withstand elements of weather and collapse? | | Do not occupy until proper securing is approved by inspector |
| | Does Easy up tent have permanent label ID of size and fabric? | | Tent not to be used without proper label |
| | Outdoor cooking that produces sparks or grease laden vapors? | | Shall be outside of tents unless tent is fire rated and extinguishers or hood present |
| | Does the venue have a crowd of 250 people or more? | | Must have crowd managers trained as approved by inspector |

| TEMPORARY STRUCTURE SETUP AND DAILY CHECKLIST (tent and membrane structures) | | | |
|--|----------------|----|-------------------|
| YES | Item to Verify | NO | Corrective Action |
| | | | |

| | |
|--|--|
| Is structure at least 20 feet from any property lines? | Do not occupy or use structure. Structure needs to be relocated a minimum of 20 feet from any property lines. |
| Is structure within 20 feet of any building? | Do not occupy or use structure. Structure needs to be relocated a minimum of 20 feet from any building. |
| Is structure within 20 feet of another structure? | Evaluate all structures within 20 feet of each other as a single structure meeting all applicable requirements. |
| Is structure within 20 feet of parking? | Restrict parking or relocate structure at least 20 feet from parking. |
| Is structure within 20 feet of any internal combustion engines? | Do not use internal combustion engine until relocated at least 20 feet from structure. |
| Are "No Smoking" signs posted inside and outside? | Do not occupy or use structure unless no smoking signs are posted and enforced. |
| Are fireworks and unapproved open flames prohibited inside and outside the structure? | Do not occupy or use structure unless fireworks and all unapproved open flames are prohibited in the structure and within 20 feet of exterior of structure. |
| Are all points in the structure within 100 feet of an exit? | Do not occupy or use structure unless sufficient nearby exits are provided. |
| Ensure "Exit" signs are posted and clearly visible. | Do not occupy or use structure unless required "Exit" signs are provided. |
| Ensure "Exit" signs are illuminated. | Do not use or occupy structure unless illuminated exits are provided. |
| Ensure that exit signs have either two separate circuits or two sources of power depending on occupant load. | Do not use or occupy structure until a minimum of two circuits or sources of power are provided as required. Typically this is accomplished through the use of AC Powered Exit signs with internal battery backup. |
| Are exits open and uncovered? | Do not occupy or use structure unless all required exits are functional. |
| Are all aisles at least 44 inches wide? Do aisles increase in width where required? | Do not occupy or use structure unless proper aisle widths are maintained. |
| Is the Occupant Load posted appropriately? | Do not occupy or use structure unless the correct occupant load is posted appropriately. |
| Ensure emergency lighting is provided. | Do not use or occupy structure unless emergency lighting is provided. |
| Is a label permanently affixed to the structure bearing the identification of size and material type? | Do not use or occupy structure unless label is present. |
| 2A:10BC Fire extinguishers are provided (see information packet for minimum number required). | Do not use or occupy structure until sufficient, properly sized, fire extinguishers are provided. |
| At least one 4OBC rated fire extinguisher shall be provided for each kitchen, mess hall, power generator, or transformer and at locations where flammable or combustible liquids are used, stored, or dispensed. | Do not use or operate any of these hazards unless appropriate fire extinguishers are provided as described in Temporary Membrane Structures, Tents and Canopies document and applicable codes. |
| Weeds and other combustible vegetation shall be removed from within 30 feet of the structure area. | Do not use or occupy the structure unless combustible vegetation has been removed from the specified area. |
| The floor surface inside, including the grounds adjacent to or within 30 feet outside of temporary tents, canopies, and membrane structures, shall be kept free of combustible waste. | Do not use or occupy the structure unless combustible waste is removed or stored in proper containers. |
| Such waste shall be stored in approved containers until removed from the premises. | Do not use or occupy the structure unless trash containers have been emptied from the previous day. |
| Outdoor cooking that produces sparks or grease-laden vapors. Must be outside tent. | Do not use cooking source under tent |
| Is tent secure | 20 lbs per leg or tent stakes |
| Inspection performed by: | Date: |

OFFICE USE ONLY

Original
 Amended
 Date _____

Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent: 6/23/2022

1a. Delivered by: CERTIFIED MAIL RETURN RECEIPT REQUESTED

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:

New Application
 Removal
 Class Change

For premises in the City of New York:

New Application
 New Application and Temporary Retail Permit
 Renewal
 Alteration
 Removal

Class Change
 Method of Operation
 Corporate Change

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date

For **Renewal** applicants, answer all questions

For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)

For **Corporate Change** applicants, attach a list of the current and proposed corporate principals

For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation

For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type

For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board: City of Batavia, New York

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): 3008166 Expiration Date (if applicable): 09/30/2024

5. Applicant or Licensee Name: Gerard S. Potrzebowski

6. Trade Name (if any): Kelly's Holland Inn

7. Street Address of Establishment: 25 Evans Street

8. City, Town or Village: Batavia, NY Zip Code: 14020

9. Business Telephone Number of applicant/ Licensee: (585) 343-9726

10. Business E-mail of Applicant/Licensee: potro55@twc.com

11. Type(s) of alcohol sold or to be sold:
 Beer & cider
 Wine, Beer & Cider
 Liquor, Wine, Beer & Cider

12. Extent of Food Service:
 Full Food menu; full kitchen run by a chef/cook
 Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: Bar/Tavern

Seasonal Establishment
 Juke Box
 Disc Jockey
 Recorded Music
 Karaoke

14. Method of Operation: (check all that apply)
 Live Music (give details i.e., rock bands, acoustic, jazz, etc.):

Patron Dancing
 Employee Dancing
 Exotic Dancing
 Topless Entertainment

Video/Arcade Games
 Third Party Promoters
 Security Personnel

Other (specify):

15. Licensed Outdoor Area:
 None
 Patio or Deck
 Rooftop
 Garden/Grounds
 Freestanding Covered Structure
 (check all that apply)
 Sidewalk Cafe
 Other (specify): _____

| | | |
|--------------------------------|-------------------------------|------------|
| OFFICE USE ONLY | | |
| <input type="radio"/> Original | <input type="radio"/> Amended | Date _____ |

16. List the floor(s) of the building that the establishment is located on:

17. List the room number(s) the establishment is located in within the building, if appropriate:

18. Is the premises located within 500 feet of three or more on-premises liquor establishments? Yes No

19. Will the license holder or a manager be physically present within the establishment during all hours of operation? Yes No

20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:

| | |
|------|---------------|
| | |
| Name | Serial Number |

21. Does the applicant or licensee own the building in which the establishment is located? Yes (if YES, SKIP 23-26) No

Owner of the Building in Which the Licensed Establishment is Located

22. Building Owner's Full Name:

23. Building Owner's Street Address:

24. City, Town or Village: State: Zip Code:

25. Business Telephone Number of Building Owner:

Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice

26. Representative/Attorney's Full Name:

27. Representative/Attorney's Street Address:

28. City, Town or Village: State: Zip Code:

29. Business Telephone Number of Representative/Attorney:

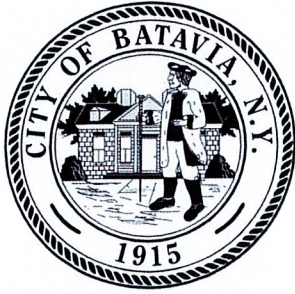
30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name: Title:

Principal Signature:



City of Batavia

Memorandum

To: Honorable City Council

From: Rachael J. Tabelski, City Manager

Date: June 20, 2022

Subject: School Resource Officer (SRO)

In 2019, amended in 2020, and renewed in 2022 the Batavia City Council authorized the creation of a new position, School Resource Officer (SRO), within the Batavia Police Department. The agreement provides for one officer to staff the Batavia City School District (BCSD). BCSD has expressed interest in adding an additional officer starting in September 2022 by modifying the existing agreement.

- The City will provide two officers to the BCSD. The officers will be full-time City of Batavia law enforcement officer with excellent communication skills, ability to relate to children and students and planning skills.
- The BCSD will reimburse the City of Batavia 100% of both officers' salaries and employee benefits, including any overtime actually worked.
- The City will assign two full-time SRO's to the School according to a mutually agreeable schedule, between the first day of the academic year until the final day of the academic year.
- The City remains responsible for providing a vehicle, uniform, training and equipment for both SRO's.
- Services for the SRO's will be billed based on the amount budgeted for the police officer assigned SRO duties and the actual overtime incurred during the billing cycle. Billing cycle will be on a quarterly basis.
- The term of this Agreement commences July 12, 2022 and expires on June 30, 2025.

I recommend that the City Council of the City of Batavia approve the amended SRO agreement between the City of Batavia and the BCSD to add an additional officer.

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

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

#-2022

**A RESOLUTION TO ENTER INTO AN SCHOOL RESOURCE OFFICER
AGREEMENT WITH THE BATAVIA CITY SCHOOL DISTRICT FOR A SCHOOL
RESOURCE OFFICER**

Motion of Councilmember

WHEREAS, the City of Batavia and the Batavia City School District (BCSD) are desirous of working together to promote and maintain an atmosphere of safety for students, staff, faculty, administrators and visitors to the District; and

WHEREAS, the City and the District have worked together since 2019 to place a police officer on site at the School District to serve as the School Resource Officer (SRO); and

WHEREAS, Both parties agree that the SRO has been successful in assisting the District, school officials, students and families prevent crime, enforce campus security, build relationships, and act as a liaison between the District and other law enforcement personnel; and

WHEREAS, the City and BCSD will continue working together and provide two officers (full-time) to encourage, develop and foster communications and dialogue between students, the school community and law enforcement; and

WHEREAS, The BCSD will reimburse the City of Batavia 100% of the officers salary and employee benefits and services for the SRO will be billed based on the amount budgeted for the police officer assigned SRO duties and the actual overtime incurred during the billing cycle.

WHEREAS, the billing cycle will be on a quarterly basis; and

WHEREAS, the City will assign two full-time SRO to the School according to a mutually agreeable schedule, between the first day of the academic year until the final day of the academic year; and

WHEREAS, the City remains responsible for providing a vehicle for the SRO's as well as the SRO's uniform, equipment, and training, and

WHEREAS, the term of this Agreement commences July 12, 2022 and expires on June 30, 2025.

NOW THEREFORE, BE IT RESOLVED, that the City Council President for the City of Batavia is hereby authorized to sign a School Resource Officer (SRO) Agreement between the City of Batavia and the Batavia City School District.

**Seconded by Councilmember
and on roll call**

SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (this “**Agreement**”) is made as of ~~April 11, 2022~~ **July 12, 2022** by and between the **City of Batavia, New York, Police Department**, whose principal address is 10 Main Street, Batavia, New York 14020 (hereafter referred to as the “**City**”); and **Batavia City School District**, whose principal address is 260 State Street, Batavia, New York 14020 (hereinafter referred to as the “**School District**”).

WHEREAS, Article 5-G of the New York State’s General Municipal Law (“**GML**”), provides the authority for municipal corporations to enter into agreements for the performance between themselves, or one for the other, of their respective functions, powers and duties on a cooperative contract basis; and

WHEREAS, the School District and City are both municipal corporations, as that term is defined by GML § 119-n(a); and

WHEREAS, the School District and City have determined that it is in their mutual best interests to enter into this Agreement to provide for the assignment of ~~an~~ officers of the City to serve as School Resource Officers at the School District;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. General Terms and Conditions.

- a.** The City and School District enter into this Agreement for the purpose of ~~placing~~ ~~a~~ City Law Enforcement Officers on site at the School District to serve as ~~a~~ SRO’s. The City will assign ~~the~~ SRO’s to the School District according to a mutually agreeable schedule, in accordance with the terms set forth herein and in accordance with the Collective Bargaining Agreement (CBA) between the City and City of Batavia Police Benevolent Association (PBA).
 - b.** The City agrees that services rendered under this Agreement will be in compliance with applicable Federal and State constitutional requirements, local laws, rules, regulations, including but not limited to, applicable regulations of the Commissioner of Education.
 - c.** The SRO’s shall be subject to all other personnel policies and practices of the City.
- 2. Purpose.** The School District hereby agrees to secure the services of the City, and the City agrees to provide the School District with ~~one (1)~~ **two (2)** full-time SRO’s designated by mutual agreement of the City and the School District from the first day of the academic year of the School District until the final day of the academic year of the School District, excepting days in which the School District is not in session, to be assigned as follows:

The City agrees to have the SRO's on site at the designated School District building and hours each day that school is in session during the school year between September 1st and June 30th.

The SRO's shall be on site at the designated School District facilities for school events such as sporting events or district meetings as needed.

The terms of this Agreement have been developed with stakeholder input per the requirements of 8 NYCRR Section 155.17(c)(l)(xi).

3. **Term.** The term of this Agreement commences ~~April 11, 2022~~ **September 1, 2022** and expires on June 30, 20**24**5 (the "Term").

This Agreement may be terminated upon thirty (30) days' written notice to the other party at said party's designated address. **Upon such early termination, the School District shall be liable for amounts owed as of the effective date of termination.** Any extension or renewal of said agreement shall be authorized by the School District Board of Education and the City Council.

4. **Payment.**

- a. **SRO Compensation.** The City agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City.
 - b. **City Compensation.** The School District shall pay to the City 100% of the SRO's salary during the Term of this Agreement, to include retirement, holiday pay, longevity, Medicare payments, FICA, workers comp, medical insurance, life insurance, overtime compensation and any other miscellaneous benefits as per the current CBA. All payments owed by the School District to the City under the terms of this Agreement shall be made within thirty (30) days following School District's receipt of an invoice from the City. Services for the SRO will be billed based on the amount budgeted for the police officer assigned SRO duties and the actual overtime incurred during the billing cycle. Billing cycle will be on a quarterly basis.
5. **School District Duties.** In addition to any responsibilities of the School District set forth in this Agreement, the School District will:
- a. Review that the SRO's ~~have~~ received all training required under the terms of this Agreement;
 - b. Train the School District staff annually regarding appropriate role ~~of the~~ SRO's in schools, and appropriate conditions under which ~~an~~ SRO's assistance may be requested;

- c. Review data collected by the City at least once each year pertaining to all school-based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, disaggregated by location of arrest/school, charge, arresting agency, gender, age, race/ethnicity, disability and ESL status.
- d. To the extent permitted by law and/or School District policy, provide designated SRO's with an office which includes access to a location for files and records that can be properly locked and secured. Access to other general office equipment such as fax machines, copy machines, etc. The District agrees to provide the SRO's with a laptop computer, dedicated printer, necessary office supplies, access to the network and to work with the City's IT consultants and/or installers to ensure that the SRO's have appropriate access to appropriate criminal justice databases as well as internet access.
- e. The School District acknowledges that the SRO's may be required to attend, at the direction of the City, emergencies, special needs and training functions as deemed necessary by the City.

6. City Duties

- a. **General Obligations of the City.** The City will:
 - i. Train the SRO's regarding their role in the School District prior to his/her placement in the School District, and provide at least one (1) training annually thereafter.
 - ii. Collect data reflecting all school based searches, seizures, citations, ticketing, arrests, use of force, interrogations, court referrals, and disaggregate the data by location of arrest/school, charge, gender, age, race/ethnicity, and disability. The City shall provide this data to the School District at least once each year during the term of this Agreement.
 - iii. Cooperate with the District to implement the SRO Program with the least possible disruption to the educational process.
- b. **Duties of SRO.** The City shall also provide the School District with ~~an~~ officers capable of providing the following SRO services:
 - i. Report directly to the City Police Chief or his/her designee.
 - ii. Patrol and observe all areas of the school buildings and grounds.
 - iii. Provide intervention between students and/or staff using appropriate techniques to calm and control situations, using force only when necessary.

- iv. Under the supervision of the Police Chief or designee, and in coordination with the School Administration, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations. Make appropriate referrals as necessary.
 - v. Report all violations of law, school rules, regulations or policies to school administration.
 - vi. Enforce all governing New York State and federal laws, rules, and regulations and assist schools in meeting requirements mandated by New York State law.
 - vii. Act as liaison with police and other emergency personnel.
 - viii. Build relationships by being a liaison between the police department and the School District.
 - ix. Advise school administration of any circumstances or situation, coming to the SRO's attention, that may create any potential harm to persons, or damage to, or loss of property.
 - x. When feasible and requested to do so by school officials, and in a manner which does not infringe upon individuals' Constitutional rights, screen persons entering the building or school grounds.
 - xi. Become familiar with all hidden recesses in the building and check them as time permits.
 - xii. Maintain post integrity. Be highly visible and available at all times and refrain from unnecessary fraternization with other officers/employees of the School District.
 - xiii. Question any individual not having appropriate identification to ascertain his/her business on school property and take appropriate action.
 - xiv. Develop and maintain a positive and open relationship with students, administrators, faculty, staff, and parents.
 - xv. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety. Additionally, provide information to students and staff in regard to impaired driving, weapons, sale, and use of illegal drugs, etc.
 - xvi. Seize and store/dispose of any illegal substance or contraband seized by school officials as required/not required for evidence in prosecution.
 - xvii. Educate potential school-age victims in crime prevention and safety.
 - xviii. Develop or expand crime prevention efforts for students.
- c. **Event Duties.** Upon request of the School District, the City will provide the SRO's for School District events, including athletic events, in order provide a safe and secure environment, prevent crime, maintain order, protect persons and property, and respond to and implement emergency services when required.
- d. **All Duties.** SRO's shall not enforce school rules or policies: matters of school discipline shall be referred to the appropriate building principal. ~~The~~ SRO's shall not detain or question students for the sole purpose of ascertaining their

immigration status. ~~The~~ SRO's shall abide by School District policies except to the extent that such policies conflict with the officer's responsibilities as a law enforcement officer or in a situation where life or property is in danger. All of the obligations of the City as required under this Agreement shall be met without discriminating on the basis of race, color, sex, national origin, language status, disability, religion, sexual orientation, or membership in any other protected class.

7. **SRO Program Objectives.** The objectives of the SRO program are to:
- a. Provide a police presence at School District events in order to promote and provide an atmosphere of enhanced school safety for faculty, staff, students and school visitors.
 - b. Provide a Law Enforcement resource to students, teachers, school administrators and parents, so as to:
 - i. Increase student awareness about personal safety, crime prevention, internet safety, conflict resolution, violence prevention, restorative justice, peer mediation, other related topics through formal and informal instructional strategies.
 - ii. Increase school faculty and staff awareness about policies and procedures for preventing/responding to incidents of violence and other threats to school safety.
 - c. Facilitate crime prevention, Law Enforcement, and security consultation;
 - d. Build lines of communication and promote positive attitudes between students and the City's Police Department;
 - e. Proactively address problems and pressures as they relate to students before such problems manifest into socially and legally unacceptable behavior. These problems may involve the use of alcohol, drugs, tobacco, illegal and prohibited substances. They may also involve peer pressure and sexual activity;
 - f. Provide a positive role model to the students; and
 - g. Provide education in Law Enforcement, as requested and appropriate.
8. **Qualifications of SRO.** All individuals performing SRO services under this Agreement shall be and remain at all times properly licensed and/or credentialed in accordance with applicable law to perform services in accordance with this Agreement. ~~All~~ ~~The~~ SRO's shall meet the following qualifications:

- a. Be a full time, City of Batavia law enforcement officers certified by the State of New York with law enforcement experience;
- b. Have excellent communication skills;
- c. Be able to relate well to children of all ages; and
- d. Possess good coordinating and planning skills.

9. **Independent Contractor.** The City shall be providing services to the School District as an independent contractor, and any and all services performed by ~~the~~an SRO under this Agreement shall be performed in such capacity. The SRO's shall not hold himself/herself out as, nor claim to be, an officer or employee of the School District, nor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the School District, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. The SRO's shall not have, or hold himself/herself out as having the authority or power to bind or create liability for the School District by the SRO's acts or omissions. As the SRO's employer, the City shall comply with all Federal, State, and local laws rules and regulations. The City shall pay any applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over the City or its relationship with the School District. In the event the School District has made all payments due under Paragraph 4(b), the City further agrees to indemnify and hold the School District harmless against any claim, cost, penalty, damage, or expense (including attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments. These provisions shall survive any expiration, termination, or non-renewal of this Agreement. An SRO assigned to the School District is under the direct supervision of the command officers of the Batavia City Police Department. The School District shall have no ability to control the manner, means, details or methods by which the SRO, City, or its agents perform services under this Agreement except as provided herein and as required by federal, state, or local laws, rules, and regulations.

10. **Absences and Replacements.**

- a. **Absences.** In the event an assigned SRO is to be absent from work, the SRO shall notify his/her City supervisor and School designee. In the event of long-term absences, the Chief of Police or designee will meet with ~~meet~~the District Superintendent or designee and assign a fill-in officer on a case-by-case basis when City staffing levels allow for such assignment.
- b. **Replacements and Removals.** In the event that the Superintendent of Schools and/or the City determine that the work of an SRO is unsatisfactory to either or both, then in that event the Superintendent and the City shall meet to seek agreement or corrective action. If the Superintendent of Schools and the City are unable to agree upon corrective action, then either upon written notice to the other may terminate the SRO's assignment at the School District. The Superintendent

of Schools and the City shall thereafter meet to determine if a replacement SRO can be assigned to the school district together with modification of the terms of employment and supervision if appropriate.

- i. Irrespective of the above provisions, the School District and City pursuant to their respective policies, rules and regulations, may terminate ~~an~~the SRO's assignment to the School District when either or both Boards believe the same is in the best interest of the School District and City.
- ii. In the event of the resignation, dismissal or reassignment of ~~an~~the SRO, or in case of long term absences by ~~an~~the SRO, the City with agreement from the Superintendent of Schools, shall provide a temporary replacement for the SRO within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the City and the School District shall find a suitable, permanent replacement for the School Resource Officer.

11. **Confidentiality**. The City acknowledges and agrees that, in the course of providing these services, the City may obtain confidential information and records about the School District, its students and employees, and School District practices and procedures. The parties agree that they shall comply with all applicable laws, including, but not limited to, the Family Education Rights and Privacy Act ("FERPA") and the New York State Education Law. The School District will provide the SRO's training on his/her obligation under FERPA and Education Law Section 2-d. The parties further agree to maintain the confidentiality of all such information, and not to disclose any such information, at any time, to any individual or party not bound by this Agreement unless required to do so by law or court order, and shall share such information with each other only if permitted by law. Required disclosures pursuant to the Freedom of Information Law or other applicable law or regulation shall not be considered a breach of this Agreement.

12. **Indemnification**.

The City shall indemnify and hold harmless the School District from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, reasonable attorney's fees and other liabilities (collectively, "Liabilities") to the extent such Liabilities arise from the acts or omissions of, or those reasonably assumed by the City, its officers, employees (including the SRO), agents and representatives.

- a. The School District shall indemnify and hold harmless the City from and against any and all losses, damages, judgments, claims, causes of action, costs, expenses, and other liabilities (collectively "Liabilities") to the extent such Liabilities arise from the acts or omissions of, or those reasonably assumed by the School District, its officers, employees, agents and representatives.

13. **District Code of Conduct and Searches.**

- a. Investigations involving possible infractions of the District's Code of Conduct and the imposition of discipline thereunder are the responsibility of the District's administration. While ~~an~~the SRO may act as a resource to a school administrator during an investigation, the SRO's may not directly question students or assign discipline.
- b. School officials may conduct searches of students' property and person as permitted by New York State Law. The SRO's should not become involved in administrative searches unless specifically requested by the school to provide security, protection, or for handling of contraband. Administrative searches must be at the direction and control of the school principal. At no time shall the SRO's request that an administrative search be conducted for law enforcement purposes or have school staff act as his/her agent.

14. **Non-Appropriation.** Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the School District shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such event, the School District shall be under no further obligation to the City other than payment for cost actually incurred prior to termination and in no event will the City be responsible for any actual or consequential damages as a result of termination.

15. **Governing Law.** The Agreement shall be construed and interpreted in accordance with the laws of New York State.

16. **Assignment.** This Agreement may not be assigned by either party.

17. **Interpretation.** The language of all parts of this Agreement in all cases shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted it.

18. **Waiver.** The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

19. **Applicability.** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations, amendments, deletions, or waivers of the provisions in this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF BATAVIA

BATAVIA CITY SCHOOL DISTRICT

Eugene Jankowski Jr., City Council President

Jason Smith., Superintendent

Date _____

Date _____

SEAL

SEAL

Rachael Tabelski, City Manager

Date _____

SEAL

Shawn Heubusch, Police Chief

Date _____

SEAL

ADDENDUM A

Parents' Bill of Rights for Data Privacy and Security

The NYS Education Department's Education Law §2-d Bill of Rights for Data Privacy and Security

Parents and eligible students¹ can expect the following:

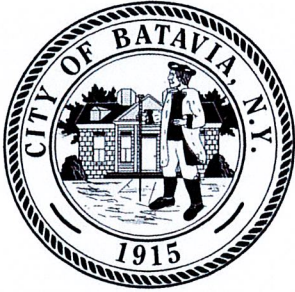
1. A student's personally identifiable information (PII)² cannot be sold or released for any commercial purpose.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency.
3. State and federal laws,³ such as NYS Education Law §2-d and the Family Educational Rights and Privacy Act, that protect the confidentiality of a student's PII, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by NYSED is available for public review at www.nysed.gov/data-privacy-security, and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
5. The right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints may be submitted to NYSED online at www.nysed.gov/data-privacy-security, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, by email to privacy@nysed.gov, or by telephone at 518-474-0937.
6. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.
7. Educational agency workers that handle PII will receive training on applicable state and federal laws, the educational agency's policies, and safeguards associated with industry standards and best practices that protect PII.
8. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

Education Law Section 2-d
Adopted 3/31/20, Revised June 2020
Adopted by BOE: June 22, 2020 & Posted to BCSD Website

¹ "Parent" means a parent, legal guardian, or person in parental relation to a student. These rights may not apply to parents of eligible students defined as a student eighteen years or older. "Eligible Student" means a student 18 years and older.

² "Personally identifiable information," as applied to student data, means personally identifiable information as defined in section 99.3 of title thirty-four of the code of federal regulations implementing the family educational rights and privacy act, section twelve hundred thirty-two-g of title twenty of the United States code, and, as applied to teacher or principal data, means "personally identifying information" as such term is used in subdivision ten of section three thousand twelve-c of this chapter.

³ Information about other state and federal laws that protect student data such as the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, and NY's Personal Privacy Protection Law can be found at <http://www.nysed.gov/student-data-privacy/federal-laws-protect-student-data>.



City of Batavia

Memorandum

To: Honorable City Council Members

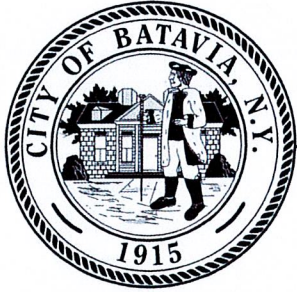
From: Rachael J. Tabelski, MPA, City Manager

Date: July 5, 2022

Subject: Batavia Sports Facility Management Ice Rink Lease Agreement

As you are aware, Firland Management decided to end their lease agreement with the City of Batavia for the operations of the David M. McCarthy Ice Arena. The issues an RFP to prospective operators and received three proposals. The Proposals were scored by a subcommittee of the Ice Rink Stakeholder Group bases on:

1. Corporate Structure/Respondent Information- Organization name, description, address, and form of entity (C Corp, S Corp, Partnership, LLC., LLP., Sole Proprietorship, Not for Profit).
2. Respondent Resumes- Organization employees and biographies describing the structure you envision to carry out operations at the rink (manger, scheduling, maintenance, promotions, concessions, etc.). Include an organizational chart.
3. Primary Contact- provide contact information (address, phone and email) for the primary contact for this proposal.
4. Executive Summary- provide an executive summary to explain how you will operate the David McCarthy Memorial Ice Arena, what your organization will do to enhance the level of participation and focus on revenue streams.
5. Value Statement- describe how your organization will enhance the rink and bring value to the City of Batavia and City residents.
6. Experience- provide details regarding experience/resume of staff/potential staff, with ice rink operations and/or a general statement of experience running recreational, retail, or commercial operations.
7. Proof of Insurance- respondents shall provide proof of insurance at time of agreement execution.
8. Proof of Financing- respondents shall provide a written description of how they will finance the operations of the rink examples include private capital, secured loan, bridge loan, line of credit. A pro-forma financial statement shall be provided with the response.
9. Budget- create a five year budget plan and incorporate your projected operating expenses, projected revenue, projected net income, lease rate



City of Batavia

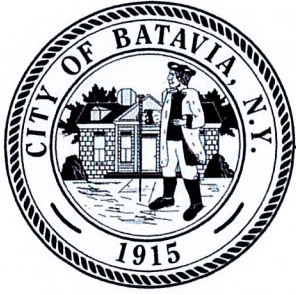
Batavia Sports Facility Management (BSFM) submitted a proposal that is focused on increasing the long-term usage of the rink by actively targeting new local participants through marketing a broader selection of offerings such as sunrise health programming, summer roller public skate, curling and private party rentals. They are also focused on increasing the number of events held at the arena to attract large volumes of out of area users to realize the potential of the facility as an economic engine for the City. These will include trade shows, sports tournaments, and concerts.

BSFM is partnership between Matthew Gray, local investor, developer and restaurateur and CAN-USA Sports, LLC. CAN-USA Sports will lead the sales and marketing force for the David McCarthy Memorial Ice Arena. Whereas Matthew Gray will manage the operations of the rink.

Over the past 25 years, Matthew has managed nine start-up companies and has enjoyed developing several brands from concept, to launch, to mature company. In addition to Mr. Gray's retail endeavors, he operates a property management company whose holdings include retail properties and a mixed use building in downtown Batavia that houses a brewery and seven market rate apartments. Matthew believes that as a member of a community, there is a duty to give back to the community, and he is active in volunteering for local organizations to lend his expertise.

- City of Batavia Planning & Development Board – 2015-Present
- Genesee County Economic Development Corporation – Current Vice President – 2015-Present
- Batavia Development Corporation Small Business Workgroup – 2019-Present
- Batavia Business Improvement District Promotions Committee – Present
- USA Hockey Level 4 Coach – 2012-present
- City of Batavia Downtown Revitalization Initiative Committee – 2017-2018
- City of Batavia Creek Park Youth Hockey Economic Development Committee – 2017-2019
- City of Batavia Comprehensive Plan Committee – 2016-2017
- City of Batavia Community Garden – Founding Member; Past Vice President – 2013-2019
- Leadership Genesee Class of 2011

The BSFM also proposed collaborating with the City to help carry out the capital improvements at the facility and expend funds from their own operating budget. They are proposing upgrades to the arena's concession area, pro shop, and meeting/party rooms. The proposed capital improvement provided by the operator is \$140,000 and listed below.



City of Batavia

Proposed Operator CIP 2022-2026 2022-2023

Concession Area – replacement of most fixtures is needed. Add small cooking equipment that does not require commercial ventilation to increase food offerings in the Concession stand - \$6000

Office/Meeting Room – Convert half of the office to dry storage. Remove temporary wall in the meeting room and storage racking. Install conference table, chairs, and audio/visual equipment for presentations and web-based meetings. \$5,000

Party Room – Upgrade surfaces to provide a warmer and inviting space. Includes lighting, wall coverings/painting, and flex furniture. \$5,000

Public Restrooms – Replace sinks and lighting. Install auto flush valves on urinals. \$4,000

2023-2024

Lighting – new LED lighting through-out the facility. \$25,000 (seek grants to partially offset cost)

Pro Shop – Redesign racking system to provide more space for merchandise. Use mobile racks to allow convenient seasonal changeover from Ice to Roller. \$3,000

Roller/Inline Skates – New inventory of roller and inline skates for summertime public skate. \$15,000

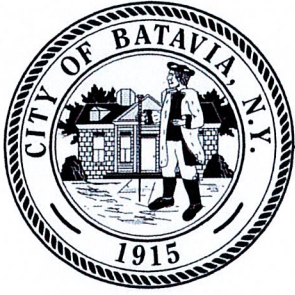
2024-2025

Arena Audio/Visual – Improvements to the current audio/PA system to allow music and PA to be controlled in the scorer's box. Adding visual lighting components to be used during Public Skate and events. \$10,000

Concession Area – Expand the area of the food stand to include dedicated seating in a sports bar concept. Add commercial ventilation for additional cooking equipment. Add beer dispensing equipment with City and State approval. \$40,000

2025-2026

Curling Equipment – Stones, score boards, brooms, slides, hacks, and surface equipment for 4 sheets. \$27,000



City of Batavia

BSFM would like to see the facility become a true multi-sports complex, and is proposing an initial lease to run August 1, 2022 expiring on July 31, 2027. The rent and capital contributions are listed below.

Capital Improvement Fee: Payment due March 1st of each year.

| | |
|------|-----------|
| 2023 | \$ 0 |
| 2024 | \$ 10,000 |
| 2025 | \$ 15,000 |
| 2026 | \$ 15,450 |
| 2027 | \$ 15,913 |

Rent: Payment due Monthly

| | Annual | Monthly |
|--------|----------|-----------|
| Year 1 | \$5,000 | \$416.67 |
| Year 2 | \$10,000 | \$833.33 |
| Year 3 | \$15,000 | \$1250.00 |
| Year 4 | \$15,450 | \$1287.50 |
| Year 5 | \$15,913 | \$1326.08 |

BSFM would like the ability to extend the terms of this lease three (3) consecutive times each for a period of five (5) years. The rent and capital contributions will increase 3% each year for the terms of the extension.

I recommend the City of Batavia City Council approve the agreement with Batavia Sports Facility Management (BSFM) for operations of the Batavia Ice Rink.

#-2022

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ICE RINK LEASE AGREEMENT WITH BATAVIA SPORTS FACILITY
MANAGEMENT LLC.**

Motion of Councilmember

WHEREAS, the City of Batavia is desirous to enter into a Lease Agreement with Batavia Sports Facility Management, LLC.; and

WHEREAS, the term of the lease commences on August 1, 2022 and will expire on July 31, 2027; and

WHEREAS, the City of Batavia and Batavia Sports Facility Management agree to extend the lease agreement for three consecutive five (5) year periods after the first term with written notice from Batavia Sports Facility Management; and

WHEREAS, Batavia Sports Facility Management, LLC. agrees to pay the City of Batavia rent and capital improvement fees and to undertake specific improvements and upgrades at the facility as outlines in the lease agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Batavia that the Council President be and hereby is authorized to execute an Ice Rink Lease Agreement whereby Batavia Sports Facility Management will operate activities at the David M. McCarthy Ice Arena.

**Seconded by Councilmember
and on roll call**

LEASE
REFERENCE PAGE

FACILITY: 22 Evans Street
Batavia, New York 14020

LANDLORD: The City of Batavia

LANDLORD'S ADDRESS: The City of Batavia
1 Batavia City Center
Batavia, New York 14020

LEASE REFERENCE DATE: _____, 2022
(Date both parties have signed)

TENANT: Batavia Sports Facility Management a New York
limited liability company (referred to as "Tenant")

TENANT'S ADDRESS: Batavia Sports Facility Management, LLC
22 Evans Street
Batavia, New York 14020

PREMISES DESCRIPTION: An ice arena building consisting of a single sheet of
ice sized 200 feet by 85 feet, bleachers, dressing
rooms, meeting rooms, office, pro shop, concession
stand, public restrooms, and an adjacent parking lot
located to the south and west of the facility

USE: The Premises shall be used for the purpose of year
round recreation, sports activities, and event space
("Permitted Use").

LEASE COMMENCEMENT DATE: August 1st, 2022

RENT COMMENCEMENT DATE: August 1st, 2022

INITIAL LEASE EXPIRATION DATE: The date that is Five (5) years, (0) months and zero
(0) days after the Rent Commencement Date;
provided that, if such date would fall on a date that is
not the last day of a month, then the Initial Lease
Expiration Date shall be automatically extended to
the last day of the month.

TERM OF LEASE: The Term of the Lease commence on the Lease
Reference Date noted above and shall expire on the
Initial Lease Expiration Date, unless this Lease is
sooner terminated or extended pursuant to its terms.

LEASE YEAR

The first Lease Year shall mean a period of twelve (12) consecutive months measured from the Rent Commencement Date until the last day of the twelfth (12th) full calendar month after the Rent Commencement Date; each subsequent Lease Year shall begin on the date next following the expiration of the previous Lease Year and shall continue for a period of twelve (12) consecutive months therefrom, except that the last Lease Year of the Term shall terminate on the date this Lease expires or is otherwise terminated.

ANNUAL RENT (Article 2):

Annual Rent for the first Lease Year shall be \$5000. Annual Rent for the second Lease Year shall be \$10,000. Annual Rent for the third Lease Year shall be \$15,000. Thereafter, during the Term of this Lease, including any Extension Period, Annual Rent shall increase by three percent (3%) on the first day of each Lease Year. Monthly Base Rent shall be equal to one twelfth (1/12th) of Annual Base Rent.

CAPITAL IMPROVEMENT FEE:

Annual Capital Improvement Fee for the first Lease Year shall be \$0. Annual Capital Improvement Fee for the second Lease Year shall be \$10,000. Annual Capital Improvement Fee for the third Lease Year shall be \$15,000. Thereafter, during the Term of this Lease, including any Extension Period, Annual Rent shall increase by three percent (3%) on the first day of each Lease Year.

PERFORMANCE CASH BOND:

\$2,500

RENTAL PAYMENT PLACE:

1 Batavia City Centre
Batavia, New York 14020
Telephone: 585-345-6300

The Reference Page information is incorporated into and made a part of the Lease, In the event of any conflict between any Reference Page information and the Lease, the Lease shall control. This Lease includes Appendices A through D, all of which are made a part of this Lease.

ICE RINK LEASE AGREEMENT

THIS AGREEMENT is made this _____, 2022 by and between the CITY OF BATAVIA, a municipal corporation (herein after City) and BATAVIA SPORTS FACILITY MANAGEMENT, LLC, the corporation formed for the operation of the activities set forth in this agreement (herein after Tenant).

PREAMBLE

The intent of this agreement is to provide for the maximum year-round public use of the City of Batavia's ice arena for recreational and sport activities at reasonable and affordable prices. In this regard, the City desires through the lease to continue to provide a high-quality ice skating facility to serve the general public through both open public skating and ice rental to organized sports groups such as the Genesee Amateur Hockey Association. Moreover, the City desires to expand recreational and sports opportunities to the general public by making programming available during the spring and summer months when ice skating is not being offered.

A. TERM

1. The Term of this Lease shall commence on the Lease Reference Date set forth on the Reference Page and shall expire on the Initial Lease Expiration Date, unless sooner terminated or extended in accordance with the terms hereof, provided however that the rent obligations of Tenant hereunder shall not begin to accrue until the Rent Commencement Date.

2. Tenant shall have and is hereby granted the option (the "Extension Option") to extend the Term of this Lease for up to three (3) consecutive periods (each an "Extension Period") of five (5) additional Lease Years each, provided (i) Tenant gives written notice to Landlord of this election to exercise such Extension Option no later than six (6) months prior to the expiration of the last Lease Year of the initial Term or the then current Extension Period, as applicable; (ii) no Event of Default hereunder exists at the time of Tenant's exercise of the Extension Option or at the commencement of the term of the Extension Period, and no event exists at such times, which event by notice and/or the passage of time would constitute an Event of Default if not cured within the applicable cure period. All terms and conditions of this Lease, including without limitation all provisions governing the provisions for Annual Base Rent and Capital Improvement Fee increases of three percent (3%) each Lease Year, shall remain in full force and effect during any Extension Period. In consideration of the tenant's exercise of the extension period, the City and tenant shall agree to an updated capital improvement plan to be implemented by the tenant for each period.

B. FINANCIAL CONSIDERATIONS

1. Tenant's obligation to pay rent, insurance, maintenance, management and repair and operational costs of the building, as further provided for herein, shall commence on the Rent Commencement Date. Tenant agrees to pay to the City the Annual Rent in effect from time to time by paying the Monthly Installment of Rent then in effect on or before the first day of each full calendar month during the Term. The Monthly Installment of Rent in effect at any time shall be one-twelfth of the Annual Rent in effect at such time. Rent for any period during the Term which is less than a full month shall be a prorated portion of the Monthly Installment of Rent based upon a thirty (30) day

month. Said rent shall be paid to the City, at the Rental Payment Place, as set forth on the Reference Page, or to such other person or at such other place as the City may from time to time designate. (Appendix A)

2. In addition to Annual Rent, Tenant agrees to pay the to City the Annual Capital Improvement Fee in effect on or before the first day of March each calendar year. The City shall deposit the Annual Capital Improvement Fee in a restricted account designated for Capital Improvements at the premise. In addition tenant shall implement the capital improvement plan in Appendix A.

3. Tenant agrees to pay all electric, water, and sewer utilities billed to the facility. Natural Gas for the facility is supplied through a service meter that supplies the facility and the adjacent City of Batavia Fire Station. Tenant agrees to pay 25% of the natural gas utility billed to this joint natural gas service. Tenant agrees to pay all natural gas utilities billed for the second meter that supplies natural gas to the facility's bleacher heaters. The City will bill the Tenant monthly for its share of utilities, and the Tenant shall pay the monthly utility bill within 30 days of receipt. (Appendix A)

4. Each party shall be excused for the period or periods of delay in the performance of any of its obligations when delayed, hindered or prevented from so doing by any cause or causes beyond such party's control, which shall include, without limitation, all labor disputes, riots, civil commotion or insurrection, war or warlike operations, invasion, rebellion, military or usurped power, sabotage, governmental restrictions, regulations or controls, , fire or other casualties, acts of God or other matters constituting impossibility of performance under applicable law. (Force Majeure)

C. MAINTENANCE, REPAIR, AND ALTERATIONS

1. As Landlord of the building, the City is responsible for all repairs and maintenance of the premises except for those items listed in Appendix B and shall maintain them in reasonably good condition, normal wear and tear expected. The Tenant is specifically responsible for maintenance for those items as listed in attached Appendix B. The Tenant will maintain a maintenance log developed by the City of all maintenance activities, which shall be available to the City upon its request.

Under no circumstances will the City be responsible for repairs or replacements due to the Tenant's negligent operation, maintenance or repair of the facility or equipment.

2. The City shall, at the Tenant's sole cost and expense, enter into a regularly scheduled preventive maintenance/service contract with a qualified maintenance contractor approved by the Tenant for servicing the ice making system serving the Premises. Approval of the contractor by the Tenant shall not be un-reasonably withheld. The service contract must include all services suggested by the equipment manufacturer in the operation/maintenance manual and include the seasonal start-up and shut-down and include a minimum of five (5) service calls. Such contract shall remain in force during the term of this agreement and shall become a part of this contract. The Tenant will pay the City for the cost for the service contract on or before March 1st of every year.

3. Tenant shall not make any alterations, additions, or improvements to the Premises or any part thereof without the prior written consent of the City, which consent shall not be unreasonable withheld. When applying for such consent, Tenant shall furnish complete plans and specifications for such alterations, additions and improvements. The City may require the Tenant to provide engineering plans stamped by a New York State licensed Engineer. Notwithstanding the foregoing, however, Tenant shall not be required to seek Landlord's approval for minor, non-structural alteration or improvement projects to the Premises if the total cost of such project does not exceed \$5,000.00. As set forth in Appendix A., Section E. Tenant will implement the proposed Capital Improvement Plan and shall comply with all appropriate prevailing wage and competitive bidding requirements.

4. All alterations, additions, and improvements in, on, or to the Premises made or installed by Tenant shall be and remain the property of Landlord during the Term but, excepting, furniture, fixtures, and trade equipment, shall become a part of the realty and belong to Landlord without compensation to Tenant except as provided in section H of this agreement.

5. The Tenant shall not undertake any activity which may harm the surface of the ice or rink floor.

6. The Tenant shall be responsible for maintaining the Zamboni machine by using a qualified mechanic for such maintenance. The mechanic shall be approved by the City in writing in advance to service. Tenant shall maintain a logbook acceptable and available to the City of all repair and maintenance activities regarding the Zamboni machine.

7. The Tenant is responsible for mowing the grass around the facility, while the City will continue to be responsible for snow removal from the parking lot at the current level of such service. If such level of service is not satisfactory to the Tenant, the Tenant may, at its own expense, supplement or replace the snow removal service of the City. Tenant will be responsible for shoveling the walk from the parking lot to the doors of the facility and will be responsible for keeping said area free from snow, ice and debris.

8. The Tenant shall be responsible for annually painting the interior wall surfaces of the building on an agreed-upon schedule and plan such that all specified areas shall be painted every five years. This requirement is limited to the following areas: locker rooms, restrooms, office areas, lobby and entry way, and concession areas. The Tenant shall provide the City with color schemes for the City's approval in advance of painting.

9. The Tenant is responsible for notifying the City of maintenance obligations, which are the responsibility of the City. The City shall respond to the Tenant in a timely manner, and in no event shall a response be longer than 72 hours.

10. In the event that capital expenditures or replacement of major items are necessary, the Tenant shall notify the City of those needs in a timely manner for budget consideration. On an annual basis, the City and Tenant shall meet and tour the facility and review the building for maintenance and budgetary needs. The City is financially responsible for everything that is not included in Appendix B.

11. In addition to the Tenant's responsibility set forth in Section B. Maintenance of Facility of this agreement, the City and Tenant agree to jointly develop a three year Capital Improvement

Plan (CIP) for the facility that may include capital expenditures, improvements, replacements and enhancements of major items under the City's responsibility. The City and Tenant recognize that the CIP is a financial tool for planning and budgeting purposes, however the CIP is not binding to the City or Tenant in any way.

D. PERFORMANCE

1. The City reserves the right to inspect the premises and Tenant's operation at any time and will have a key to the facility. Tenant shall retain the right to have a representative present at all inspections. The City agrees that the Tenant shall have the right to change the locks provided the City is supplied a key.

2. Deficiencies will be brought to the attention of the Tenant in writing and must be addressed within a timely manner. The Tenant shall respond to the City in a timely manner, and in no event shall a response be longer than 72 hours. Failure of the Tenant to address such deficiencies in a timely manner will result in the City using the cash bond described above to correct such deficiencies or in terminating the lease after providing the Tenant with a 30-day advance written notice of such intention to terminate.

3. Tenant shall comply with all federal, state, and local governmental laws, rules and regulations and shall operate and maintain ice arena facility so as to insure the health and safety of patrons. Capital expenses necessitated due to governmental mandates or regulations shall be borne by the City.

4. All other aspects of the operating procedures, scheduling and price structures used in connection with the facility shall be the sole decision of the Tenant, provided such items shall not be in conflict with any of the specific provisions contained elsewhere in this agreement.

5. Tenant and the Tenant's agent(s) have sole and exclusive rights to sell, trade, or otherwise cause to be installed, any and all types of advertising at the facility unless specifically excluded in this agreement, except as explicitly covered under the City of Batavia Ice Rink Naming Rights Agreement.

E. PROGRAMMING

1. The Tenant will maintain the minimum number of hours or sessions for public skate, skate and shoot, and figure skating lessons as identified in Appendix C. Any changes are subject to advance written approval of the City, which will not unreasonably withhold its approval.

2. Tenant will provide summer recreation / sports programs. The type of summer programming will be substantially similar to the type of the summer programming identified in Appendix D.

3. Tenant agrees not to hold any event which does not comply with the spirit of the agreement. If a question arises as to the appropriateness of an event, the parties will meet and review the situation.

F. LIABILITY FOR PERSONAL INJURY OR PROPERTY

1. Tenant shall maintain a \$2 million dollar liability insurance policy (Occurrence basis) and \$3 million dollar umbrella policy with the City named as an additional insured, throughout the term of this agreement applicable only to the operation of the ice arena facility. The Tenant shall provide the City with an insurance certificate prior to taking possession of the ice rink. Tenant shall provide an insurance certificate to the City upon any change in insurance carrier by the Tenant. The City shall be provided with 30 days written notice prior to cancellation of said insurance policy. The failure to keep the City named as an additional named insured is grounds for an immediate termination of this Contract.

2. All City equipment, fixtures and property used for operation of the ice arena shall be used at the sole risk of the Tenant and remain property of the City.

3. The City will provide fire insurance and extended coverage for the facility at its own expense. The City will be responsible for the replacement of all items under a covered loss. Tenant will be named as an additional insured on any City insurance policies relating specifically to the ice arena.

4. The Tenant will defend, indemnify and hold the City harmless against any claim, loss, liability, damage, suit, charge, attorney's fees, judgments or expenses made against the City by any third party due to the negligence of the Tenant, its agents, employees or contractors regarding in the Tenant's operation of the ice rink. The City will defend, indemnify and hold the Tenant harmless against any claim, loss, liability, damage, suit, charge, attorney's fees, judgments or expenses made against the Tenant by any third party due to the negligence of the City, its agents, employees or contractors.

G. GAHA.

Tenant will guarantee GAHA at least 900 hours of ice time per hockey season. GAHA must notify Tenant of the total number of hours of ice time needed for any upcoming hockey season by August 1st of the First Year and July 1st of any subsequent year during which this agreement is in effect. After GAHA submits its ice time requirements, GAHA may cancel ice time and not be liable for payment subject to the following conditions:

1. GAHA must give two weeks advance written notice to the Tenant.

2. No more than five hours per week may be canceled and no more than a total of 30 hours per season may be canceled.

3. If GAHA relinquishes the use of any of the 900 guaranteed hours, Tenant is under no obligation to provide such relinquished hours in subsequent seasons.

Tenant agrees to allow GAHA to erect an 8' X 16' "sponsor board" at a mutually agreeable location. GAHA shall not be permitted to assign or sublet any of its ice time to others without the written permission of Tenant.

H. LEASE CANCELLATION AND ASSIGNMENT

The Tenant may not assign this lease to any other party without the advance written approval of the City.

The City may terminate this agreement at any time under the following conditions:

1. **NEGLECT OF FACILITY.** In the event that written deficiencies in maintenance or operation have not been addressed (with corrective action scheduled) by the Tenant within 30 days after written notification by the City.
2. **EXCESS PRICING .** Tenant's pricing policies exceed the average prime ice pricing charged by the three highest priced privately run facilities within a 50-mile radius.
3. **PROGRAMMING REDUCTION.** The Tenant generally agrees to use the facility to the same extent as outlined in Appendix C.
4. **SALE OF FACILITY.** In the event that the City sells the facility or transfers ownership of the facility, a 6-month written notice of cancellation of this contract will be provided to the Tenant. In the event of cancellation prior to the end of the initial term, or any extension term, the City shall reimburse the tenant for capital improvements made to the facility during the entire term of the agreement beginning at the Lease Commencement Date referenced in the Lease Reference Page. The reimbursement shall be established by dividing the cost of the improvement, by the life of the improvement (based on a standard depreciation schedule), times the years remaining on the agreement including all remaining extension terms.

I. GOVERNING LAW

This Contract shall be governed by the laws of the State of New York and any lawsuit commenced by either party regarding this Contract shall be brought in Genesee County, New York.

J. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto and contains all of the covenants and agreements between the parties in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

K. MODIFICATION

Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

L. WAIVER

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

M. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction of being invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

CITY OF BATAVIA

By: _____ Date:

Eugene Jankowski, Jr., City Council President
CITY OF BATAVIA, NEW YORK

By: _____ Date:

Matthew Gray, President
BATAVIA SPORTS FACILITY MANAGEMENT, LLC

APPENDIX A

A. Electric, Water, Sewer

Tenant is 100% responsible for electric, water, and sewer bills of ice rink.

B. Gas

Because the Ice rink and Fire Station are not separately metered the City will bill the Tenant for gas usage on a monthly basis. The Tenant will be responsible for 25% of the gas bill. In addition, the Tenant is 100% responsible for the gas bill for the bleacher heaters which is separately metered.

C. Capital Improvement Fee

Payment due March 1st of each year.

| | |
|------|-----------|
| 2023 | \$ 0 |
| 2024 | \$ 10,000 |
| 2025 | \$ 15,000 |
| 2026 | \$ 15,450 |
| 2027 | \$ 15,913 |

D. Rent

Payment due Monthly

| | Annual | Monthly |
|--------|----------|-----------|
| Year 1 | \$5,000 | \$416.67 |
| Year 2 | \$10,000 | \$833.33 |
| Year 3 | \$15,000 | \$1250.00 |
| Year 4 | \$15,450 | \$1287.50 |
| Year 5 | \$15,913 | \$1326.08 |

E. Proposed Operator CIP 2022-2026

2022-2023

Concession Area – replacement of most fixtures is needed. Add small cooking equipment that does not require commercial ventilation to increase food offerings in the Concession stand - \$6000

Office/Meeting Room – Convert half of the office to dry storage. Remove temporary wall in the meeting room and storage racking. Install conference table, chairs, and audio/visual equipment for presentations and web-based meetings. \$5,000

Party Room – Upgrade surfaces to provide a warmer and inviting space. Includes lighting, wall coverings/painting, and flex furniture. \$5,000

Public Restrooms – Replace sinks and lighting. Install auto flush valves on urinals. \$4,000

2023-2024

Lighting – new LED lighting through-out the facility. \$25,000 (seek grants to partially offset cost)

Pro Shop – Redesign racking system to provide more space for merchandise. Use mobile racks to allow convenient seasonal changeover from Ice to Roller. \$3,000

Roller/Inline Skates – New inventory of roller and inline skates for summertime public skate. \$15,000

2024-2025

Arena Audio/Visual – Improvements to the current audio/PA system to allow music and PA to be controlled in the scorer's box. Adding visual lighting components to be used during Public Skate and events. \$10,000

Concession Area – Expand the area of the food stand to include dedicated seating in a sports bar concept. Add commercial ventilation for additional cooking equipment. Add beer dispensing equipment with City and State approval. \$40,000

2025-2026

Curling Equipment – Stones, score boards, brooms, slides, hacks, and surface equipment for 4 sheets. \$27,000

APPENDIX B

MAINTENANCE RESPONSIBILITY OF TENANT

1. Dasher Boards
2. Glass
3. Bleachers
4. Lights (replace bulbs, replace broken shields, ballasts)
5. Ceiling tiles
6. Windows
7. All Doors (interior and exterior)
8. Benches and Tables
9. Sinks, Toilets, Urinals and Partitions
10. Mirrors
11. Shower Heads
12. Cabinetry
13. Fire Extinguishers
14. Scoreboards
15. Lockers
16. Sound System
17. Facilities Owned by Tenant
18. Overhead Garage Doors

The City shall be responsible for all other maintenance not listed in the agreement or above.

APPENDIX C

PUBLIC SKATING

*Minimum sessions per week

Weekdays (Mondays - Fridays)

Daytime – 5

Evening – 1

Weekend (Saturdays & Sundays)

Daytime – 2

SKATE & SHOOT

*Minimum sessions per week

Weekdays (Mondays - Fridays)

Daytime – 2

FIGURE SKATING

**Minimum sessions per season - 20

*Weekly requirements may be waived for events or other scheduling conflicts with GAHA, Batavia High School/Notre Dame, BMHL, or similar.

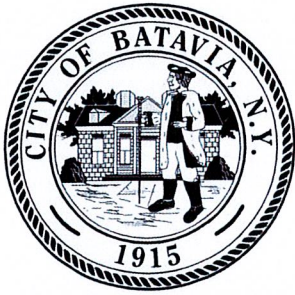
** Seasonal requirements may be waived for events or other scheduling conflicts with GAHA, Batavia High School/Notre Dame, BMHL, or similar; or due to lack of a suitable instructor.

APPENDIX D

SPRING / SUMMER ACTIVITIES:

Below is a suggested list of activities that are possible at the facility. Tenant is not required to provide any or all specific activity.

1. Public roller blading / roller skating
2. Youth floor / roller hockey
3. Adult floor / roller hockey
4. Parks programs roller blading / roller skating
5. Dog show
6. Circus
7. State wrestling tournaments
8. Gladiator challenge
9. Skate board / roller blade stunt team
10. Public skate boarding
11. Batavia High School gym classes
12. Roller blade / skate board safety team
13. Rain site for Summer Recreation Programs / Parks Program
14. Baseball / Softball practices
15. Home Show
16. Indoor Soccer
17. Indoor Basketball
18. Gunshow



City of Batavia

Memorandum

To: Honorable City Council Members

From: Rachael J. Tabelski, MPA, City Manager

Date: July 6, 2022

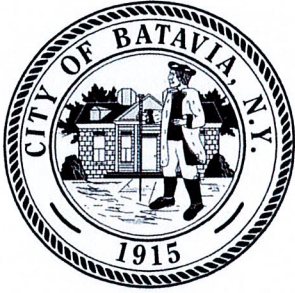
Subject: Residency Waiver – Erik Fix, Assistant City Manager

On June 28th 2022 the City of Batavia announced the appointment of Erik Fix to the position of Assistant City Manager for the City of Batavia. Fix was selected following an extensive search for candidates and active recruitment campaign.

A Batavia native and life-long Genesee County resident, Fix holds a Bachelor of Science Degree from Roberts Wesleyan College in Organizational Management. He is currently serving as the President of the Chamber of Commerce for Genesee County.

Fix has served the City during the Police Reform Stakeholder meetings as a moderator guiding the City management, police department and residents through a comprehensive review of the department's current policies, training and procedures. He currently serves as a board member of the Genesee County Youth Bureau, the United Memorial Medical Centre Foundation, Genesee County Business Education Alliance, a member of the Batavia Rotary Club, and GLOW YMCA G-Force New Facility Planning Group. He also served as a member of the Local Planning Committee for the Downtown Revitalization Initiative (DRI), and continues to support tourism and economic development in the City of Batavia.

He will be responsible for creating and implementing a new Neighborhood and Housing Transformation Initiative, community development, assisting with flood plain management, risk management, cultivating organizational values, public relations and information technology. His current position with the Chamber of Commerce has given him knowledge in the principals and practices of local municipalities. He has the ability to lead teams, execute on high-impact projects, and recognize the global impact of decisions on the community and region as a whole.



City of Batavia

Erik, a graduate of Alexander High School, is currently the Assistant Swimming and Diving Coach of the Byron-Bergen Central School and lives with his family in the Village of LeRoy. He lives with his wife and his three sons. Erik will assume his new role with the City on Monday July 25th, 2022.

I am requesting that the City of Batavia City Council approve a residency waiver (Batavia Code, Article II, § 22-9 waiver authority) on behalf of Erik Fix for the position of Assistant City Manager, so that his family can continue residency in LeRoy at this time.

#-2022

A RESOLUTION TO WAIVE RESIDENCY REQUIREMENT

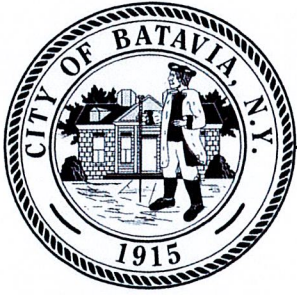
Motion of Councilmember

WHEREAS, City Council of the City of Batavia has the authority to waive the residency requirement as established in the Batavia Code, Article II, § 22-9 if it is so determined that waiving of such requirement is in the best interest of the City of Batavia;

WHEREAS, it has been determined that it is in the best interest of the City of Batavia that the residency requirement for Erik Fix be waived.

NOW, THEREFORE, BE IT RESOVLED, by the Council of the City of Batavia that said waiver be granted for the above named employee.

**Seconded by Councilmember
and on roll call**



City of Batavia

Memorandum

To: Honorable City Council

From: Rachael J. Tabelski, City Manager

Date: June 30, 2022

Subject: Support the Submission of New York Main Street Program Anchor Grant

The New York Main Street (NYMS) Grant Program is offering grants through the New York State Office of Community Renewal (NYSOCR) as part of the annual Consolidated Funding Application (CFA) process.

The City of Batavia and Batavia Development Corporation have been successful with multiple Main Street Grants Programs in the past and have rehabilitated multiple downtown buildings.

- 2012 NYS Main Street: \$450K grant
- 2016 Anchor Grant Program: \$500K grant- Eli Fish
- 2018 DRI – Building Improvement Fund: \$600K grant
- 2019 NYS Main Street: \$300K grant
- 2020 Anchor Grant Program: \$500K grant – Theater 56

With a proven record of accomplishment, I am confident that the Batavia Business Improvement District can also be successful in administering a Main Street Grant Anchor Grant on behalf of 45 City Centre (the movie theater) owned and operated by Kenny Mitsler.

It is my understanding that the project at 45 City Center will rehabilitate the theaters to offer movies and live music, along with a balcony, food, and a bar inside. Mr. Mitsler is committed to creating a venue where seniors can come during the day to watch new and classic movies and that families and adults can also come and be entertained.

This project is in line with the City of Batavia Downtown Revitalization Initiative (DRI) goals of bringing arts, culture and entertainment to the downtown core of our City and I recommend that City Council approve the resolution to endorse this grant application on behalf of the theater.

#-2022

A RESOLUTION TO SUPPORT THE SUBMISSION A NEW YORK MAIN STREET GRANT APPLICATION BY THE BATAVIA BUSINESS IMPROVEMENT DISTRICT

Motion of Councilmember

WHEREAS, the New York State Office of Community Renewal (NYSOCR) is offering New York Main Street grants that are due July 29, 2022; and

WHEREAS, the New York Main Street program provides funding for building and streetscape improvements; and

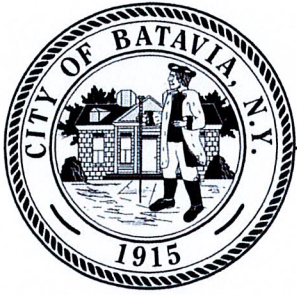
WHEREAS, the Batavia Business Improvement District is an eligible applicant for the New York Main Street program; and

WHEREAS, the Batavia Business Improvement District would like to apply for a New York Main Street Anchor grant funding during this NYSOCR funding cycle to assist 45 Batavia City Center with the completion of their project; and

WHEREAS, municipalities in which New York Main Street projects are located are required to provide a resolution supporting the application for funding.

NOW THEREFORE, BE IT RESOLVED, that the City of Batavia Council does hereby enthusiastically supports the submission of the grant application.

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



City of Batavia

Memorandum

To: Rachael Tabela, City Manager

From: Brett Frank, Director of Public Works

Date: July 5, 2022

Subject: Replacement of Mall Roof

With the City taking control of the City Centre concourse in 2018, one of the primary objectives was to make repairs to the roof system which has been leaking. The City completed the first phase of the roof work "Mall Roof Phase I" in 2020 at a cost of \$763,600.

On April 29, 2021 the City awarded a bid for the remaining roof construction, "Mall Roof II" in the amount of \$161,890 to Grove Roofing. While the project was under construction it was discovered that unforeseen repairs and damage not included in the original scope of work including phenolic acid being found in insulation and decking was needed. The additional work requires a change order for the amount of \$55,981.05.

I recommend that this change order be approved to complete the project for Mall Roof II.

#-2022

**A RESOLUTION TO AMEND THE 2022/2023 BUDGET RESERVE AND EXPENSE
ACCOUNTS**

Motion of Councilmember

WHEREAS, pursuant to General Municipal Law 6-c, the City of Batavia has an established Facility Reserve Fund which has a current balance of approximately \$198,677.02; and

WHEREAS, the City of Batavia has approved a project to replace the roof on the City Centre concourse as part of a settlement agreement with the City Centre Merchants where bids were received on April 29, 2021; and

WHEREAS, a change order was required to complete unforeseen repairs and damage not included in the original scope of work including phenolic acid being found in insulation and decking; and

WHEREAS, the amount of original bid was \$161,890 and the project requires a change order for the amount of \$55,981.05; and

WHEREAS, Additional reserves funding is required to fund the completion of the project; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Batavia that the Director of Public Works is hereby authorized on behalf of the City to execute the change order for the City Centre Roof Project with Grove Roofing Services, Inc; and

BE IT FURTHER RESOLVED, by the City Council of the City of Batavia authorizes the City Manager to amend the 2022/2023 budget by increasing the accounts as follows:

| | |
|---|--------------|
| Revenue A.00.0000.0000 0511-2106 Appropriated Facility Reserves | \$ 55,981.05 |
| Expense A.01.9950. 900-2106 Capital Projects transfers out | \$ 55,981.05 |

**Seconded by Councilmember
and on roll call**



Architecture Unlimited

TRANSMITTAL SHEET

TO: MR. BRETT FRANK FROM: KENNETH W. PEASE, RA
 COMPANY: CITY OF BATAVIA DATE: 6.27.22
 ADDRESS:

PHONE NUMBER: SENDER'S REFERENCE NUMBER: 21-01
 RE: CITY CENTRE - PHASE II ROOF YOUR REFERENCE NUMBER: —

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

CONTENTS: LETTER PLANS SPECIFICATIONS DISK SHOP DRWGS./SUBMITTALS OTHER

| COPIES | DATE | DESCRIPTION |
|--------|----------|--------------------|
| 3 | 06.20.22 | CHANGE ORDER NO. 1 |

NOTES/COMMENTS:

PLEASE SIGN ALL 3 COPIES.
 RETURN 1 TO GROVE ROOFING
 RETURN 1 TO ME.
 KEEP 1 FOR CITY RECORDS.

8304 MAIN STREET
 WILLIAMSVILLE, NEW YORK 14221
 TEL: 716-204-9733
 FAX: 716-204-2391
 E-MAIL: info@AUbuild.net

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT: BATAVIA CITY CENTRE
 (name, address) PHASE II - ROOF
REPLACEMENT PROJECT

TO CONTRACTOR: GROVE ROOFING SERVICES, INC.
 (name, address) 131 READING STREET
BUFFALO, NEW YORK 14220

CHANGE ORDER NUMBER: 01
 DATE: JUNE 20, 2022
 ARCHITECT'S PROJECT NO: 21-01
 CONTRACT DATE: MAY 11, 2021
 CONTRACT FOR:

The Contract is changed as follows:

1. ADDITIONAL METAL DECK, FOUND DETERIORATED AT ISOLATED AREA
DUE TO 1970'S-ERA CORROSIVE INSULATION CHEMISTRY. ADD \$54,773.87
2. PARAPET WALL REPAIR, FOUND DETERIORATED WOOD PARAPET
WALLS @ STORAGE/ELECTRIC EQUIP. ROOM/ROOF ADD \$1,207.16

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was S 161,890.00
 Net change by previously authorized Change Orders S 0.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was S 161,890.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~)
 (~~unchanged~~) by this Change Order in the amount of S 55,941.05
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be... S 217,831.05

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by ZERO (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is SAME

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

| | | |
|--|---|--|
| <u>ARCHITECTURE UNLIMITED, LLC</u> ARCHITECT <u>8304 MAIN ST.</u> Address <u>WILLIAMSVILLE, NY 14221</u> | <u>GROVE ROOFING SERVICES, INC.</u> CONTRACTOR <u>131 READING STREET</u> Address <u>BUFFALO, NY 14220</u> | <u>CITY OF BATAVIA</u> OWNER <u>ONE BATAVIA PLACE</u> Address <u>BATAVIA, NY 14020</u> |
| BY <u>[Signature]</u> | BY <u>[Signature]</u> | BY _____ |
| DATE <u>6.27.22</u> | DATE <u>6/22/22</u> | DATE _____ |



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.



GROVE ROOFING

SINCE 1870

CHANGE ORDER RECAP

| | | | |
|---------------|---------------------|-------------------|-----------------|
| Job Name: | Batavia City Center | Date: | 5/10/2022 |
| Contract No.: | | Change Order No.: | Job No.: 21-006 |

Description:
Time and Material for Existing Metal Deck replacement

| Material | Material Total | Labor | Hours | Rate | Labor Total | |
|---|----------------|---------------------------|-------|----------|---------------------|--------------|
| Material | | | | | \$ - | |
| 22ga 1.5" Primed Deck | \$ 35,654.84 | | | | \$ - | |
| Chop Saw Blades 15 ea @ \$11.00/e | \$ 165.00 | Rofer F Reg | 14.0 | \$ 71.82 | \$ 1,005.48 | |
| Metal Deck Screws | \$ 880.00 | | | | \$ - | |
| Metal Stitch Screws | \$ 220.00 | Rofer J Reg | 99.0 | \$ 70.43 | \$ 6,972.57 | |
| | | | | | \$ - | |
| | | | | | \$ - | |
| | | Shop | 5.0 | \$35.00 | \$ 175.00 | |
| | | | | | \$ - | |
| | | | | | \$ 50.00 | |
| | | | | | \$ - | |
| | | | | | \$ - | |
| | | | | | \$ - | |
| | | | | | \$ - | |
| Material Subtotal: | \$ 36,919.84 | | | | \$ - | |
| Job Expenses: | | | | | \$ - | |
| Fuel | \$ 375.00 | Tool Usage (4% of Labor) | | | \$ - | |
| Crane (Hoisting) | \$ 1,200.00 | Total Labor Costs: | | | \$ 8,203.05 | |
| Crane (Hoisting) | | SUBTOTAL(L+M+JE) | | | \$ 47,157.89 | |
| Transportation | \$ 460.00 | Research & Layout | | 0% | \$ - | |
| Storage / Warehouse | | Material Handling | | 0% | \$ - | |
| Safety (3% of Labor) | | Clean Up Costs: | | 0% | \$ - | |
| Inspections & Permits | | | | | | |
| Record Drawings | | | | | | |
| Fuel Surcharges (4% of Material) | | SUBTOTAL: | | | \$ 47,157.89 | |
| | | Overhead | | 10% | \$ 4,715.79 | |
| Total Job Expenses | \$ 2,035.00 | Profit | | 5% | \$ 2,357.90 | |
| Qualifications & Clarifications: 1.) Sales Tax is NOT included 2.) Straight Time only-NO overtime included 3.) No cutting and patching included 4.) Schedule Impact | | Subcontract Mark-up | | | 5% | \$ - |
| | | TOTAL: | | | | \$ 54,231.58 |
| | | Tax on Total | | | - | \$ - |
| | | Bond Cost | | | 1% | \$ 542.32 |
| QUOTE TOTAL | | | | | \$ 54,773.89 | |

We reserve the right to correct any and all errors and omissions



GROVE ROOFING

SINCE 1870

CHANGE ORDER RECAP

| | | | |
|---------------|---------------------|-------------------|-----------------|
| Job Name: | Batavia City Center | Date: | 61/22 |
| Contract No.: | | Change Order No.: | Job No.: 21-006 |

Description:
Time and Material for Loading Dock - wood repair at parapet

| Material | Material Total | Labor | Hours | Rate | Labor Total | |
|---|----------------|---------------------------|-------|----------|-------------|-------------|
| Material | | | | | \$ - | |
| 2x6x10 6 ea @ \$15.98 | \$ 95.88 | | | | \$ - | |
| 1/2" plywood 4x8 7 ea @ \$61.68 | \$ 431.76 | Roofer F Reg | 3.0 | \$ 71.82 | \$ 215.46 | |
| SDS bit 5/32 2 ea @ \$12.50 | \$ 25.00 | | | | \$ - | |
| impact xps 2" t25 3 ea @ \$2.99 | \$ 8.97 | Roofer J Reg | 3.0 | \$ 70.43 | \$ 211.29 | |
| tapcons 3/16 1 ea @ 29.98 | \$ 29.98 | | | | \$ - | |
| 3" 10d common 1 lb @ \$6.48 | \$ 6.48 | | | | \$ - | |
| | | | | | \$ - | |
| | | | | | \$ - | |
| | | | | | \$ - | |
| | | | | | \$ - | |
| | | | | | \$ - | |
| | | | | | \$ - | |
| | | | | | \$ - | |
| | | | | | \$ - | |
| | | | | | \$ - | |
| | | | | | \$ - | |
| Material Subtotal: | \$ 598.07 | | | | \$ - | |
| Job Expenses: | | | | | \$ - | |
| Fuel | \$ 9.99 | Tool Usage (4% of Labor) | | | \$ - | |
| Crane (Hoisting) | | Total Labor Costs: | | | \$ 426.75 | |
| Crane (Hoisting) | | SUBTOTAL(L+M+JE) | | | \$ 1,034.81 | |
| Transportation | | Research & Layout | | 0% | \$ - | |
| Storage / Warehouse | | Material Handling | | 0% | \$ - | |
| Safety (3% of Labor) | | Clean Up Costs: | | 0% | \$ - | |
| Inspections & Permits | | | | | | |
| Record Drawings | | | | | | |
| Fuel Surcharges (4% of Material) | | SUBTOTAL: | | | \$ 1,034.81 | |
| | | Overhead | | 10% | \$ 103.48 | |
| Total Job Expenses | \$ 9.99 | Profit | | 5% | \$ 56.91 | |
| Qualifications & Clarifications: 1.) Sales Tax is NOT included 2.) Straight Time only-NO overtime included 3.) No cutting and patching included 4.) Schedule Impact | | Subcontract Mark-up | | | 5% | \$ - |
| | | TOTAL: | | | | \$ 1,195.21 |
| | | Tax on Total | | | - | \$ - |
| | | Bond Cost | | | 1% | \$ 11.95 |
| | | QUOTE TOTAL | | | | \$ 1,207.16 |

We reserve the right to correct any and all errors and omissions