



BATAVIA CITY COUNCIL CONFERENCE MEETING

City Hall - Council Board Room
One Batavia City Centre
Monday, August 10, 2020

AGENDA

- I. Call to Order
- II. Invocation – Councilmember Jankowski
- III. Pledge of Allegiance
- IV. Public Comments
- V. Council Response to Public Comments
- VI. Communications
 - a. Batavia Softball League – July 16 – October 17, 2020
 - b. Liquor License – Kelly’s Holland Inn
- VII. Council President Report
 - a. Announcement of the next City Council Business Meeting to be held on Monday, September 14, 2020 at 7:00 p.m. at the City Hall Council Board Room, 2nd Floor, City Centre
- VIII. Police Advisory Stakeholder Group
- IX. Client First Professional Services Agreement
- X. Systems East Tax Collection Software
- XI. GAR Associates Contract Renewal
- XII. Fire Department Grants - Amend City Fire Department 2020-2021 Budget
- XIII. Review the Planning & Development Board Recommendations to Amend Local Law I-1 Zoning Allowing Public Garages
- XIV. Lead Services Grant Construction Bid
- XV. Covid-19 Financial Update
- XVI. Issuance of Serial Bonds for Jet-Vacuum Truck for DPW
- XVII. Stipend For Employees
- XVIII. Adjournment

DEAR COUNCIL:
WITH ALL THE UNCERTAINTY I AM 
REQUESTING AN URGENT AND EXPEDITED
APPROVAL PROCESS PLEASE IF POSSIBLE.
I HAVE ALLOWED MANAGERS AND PLAYERS
EXTENDED DEADLINES TO FORWARD
LEAGUE FEES. PLEASE CALL ME AS TO
THE REALISTIC OR NOT POSSIBILITY OF
STARTING THIS WEEK THUR. JULY 16th and
FRIDAY THE 17th. → over please →

IF NOT THEN FULL SCHEDULED ACTIVITIES 
NEED TO BEGIN NO LATER THAN
WED. JULY 22nd / THUR. 23rd / FRI. 24th.

GIVEN ALL IS BACK TO NORMALCY NEXT
SEASON (2021) I WILL HAVE ALL PROCESSES
COMPLETED IN A TIMELY MANNER FOR
THE BOARD, PLAYERS AND MYSELF.

(585)
THANK YOU VERY MUCH. 250-2042
DANIEL DIOSGUARD: AKA - DIO



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

PAID
JUL 21 2020
CITY OF BATAVIA
CLERK-TREASURER

Official Use Only:

S-5
Event Application #:

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

Event Sponsor DANIEL DIOGUARDI C/O BATAVIA SOFTBALL LEAGUE
 Type of Event SOFTBALL LEAGUES
 Date of Event JULY 16th - OCT-17th
 Time of Event (don't include set up time here - just actual event time) 6:10pm - 7:20pm - 8:30pm
 Location of Event KIBBE PARK / WILLIAMS PARK - ON OCCASION
 Details of Event (be as specific as possible) SOFTBALL GAMES (3-LEAGUES)
Wed. / THUR. / FRI.

Contact Information:

Primary contact:

Secondary contact:

Name DANIEL DIOGUARDI
 Phone # 585-250-2042
 E-mail address gd2dio@hotmail.com

* 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: July 16th Commencement Set up time: 6:00pm
Tear down date: OCT. 17th - END Tear down time: 9:00pm

PLEASE LIST ALL DATES / TIMES AND CROWD INFORMATION BELOW:

Date: July 16th - Oct 17th Start time: _____ End time: _____
Estimated crowd size: > 22 < 50 # of Vendors/Displays NONE

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? LIGHTS FOR FIELD (NIGHT PLAY)

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?
Will a bounce house or other air supported structures be erected at event?

Yes No
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. Any overtime and/or material costs in excess of \$500, as determined by City Departments, must be paid by the event sponsor or other party
11. The application fee is due at time of submission of the application and is non-refundable.
12. If approved, a Certificate of Liability Insurance of at least \$1,000,000 naming the City of Batavia as an additional insured for at least the day(s) of the event must be submitted to the City Clerk prior to the event date.

Hold Harmless Agreement

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

7/13/2020

Date:

BATAVIA SOFTBALL LEAGUE

Name of Event Sponsor:

Daniel DiGuardi Commissioner

Authorized Signature, Title

DANIEL DI GUARDI

Name - Printed or Typed

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

7/13/2020

Date:

Daniel DiGuardi

Signature of Applicant:

Please forward this application to:

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

**SPECIAL EVENT APPLICATION
DEPARTMENT APPROVAL SUMMARY**

FOR OFFICIAL CITY USE ONLY

OFFICIAL USE ONLY				
Department Recommendations:	Approved	Denied	Additional Costs	Department Initials
DPW (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Fire Dept. (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Police Dept. (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

If recommendation is denied, please attach a brief explanation

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

Event Application #: _____

Department: _____
List Department Name Here

Department Approval	YES	NO
DPW	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>
Police	<input type="checkbox"/>	<input type="checkbox"/>

Department Cost Estimate: _____
If applicable

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

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

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Submitted By: _____ *Name / Title* _____ *Date Submitted*

Appendices

SPECIAL EVENTS INSPECTION			
YES	Item to verify	NO	Corrective action
	Extension cords plugged into approved electrical boxes?	X	Do not use unless cords plugged direct
	Generator in use 20 feet from any structure?	X	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 40BC 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
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 was Sent: 7/30/20

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:

- New Application
 Renewal
 Alteration
 Corporate Change
 Removal
 Class Change
 Method of Operation Change

For **New** 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): 09/30/2022

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: None

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 or cook
 Menu meets legal minimum food availability requirements; food prep area at minimum

13. Type of Establishment: Bar/Tavern

14. Method of Operation: (check all that apply)

Seasonal Establishment
 Juke Box
 Disc Jockey
 Recorded Music
 Karaoke

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: (check all that apply)

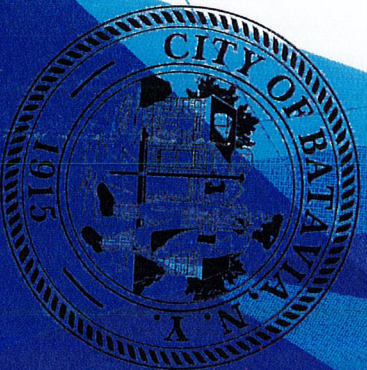
None
 Patio or Deck
 Rooftop
 Garden/Grounds
 Freestanding Covered Structure

Sidewalk Cafe
 Other (specify):



Batavia Police Collaborative Advisory Group

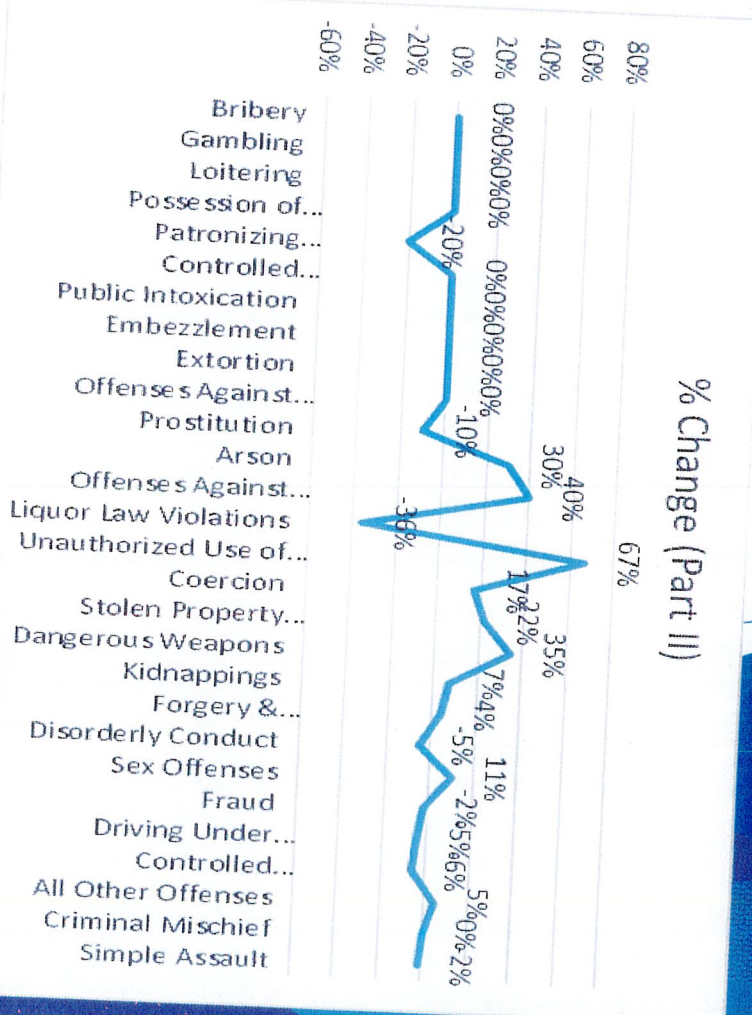
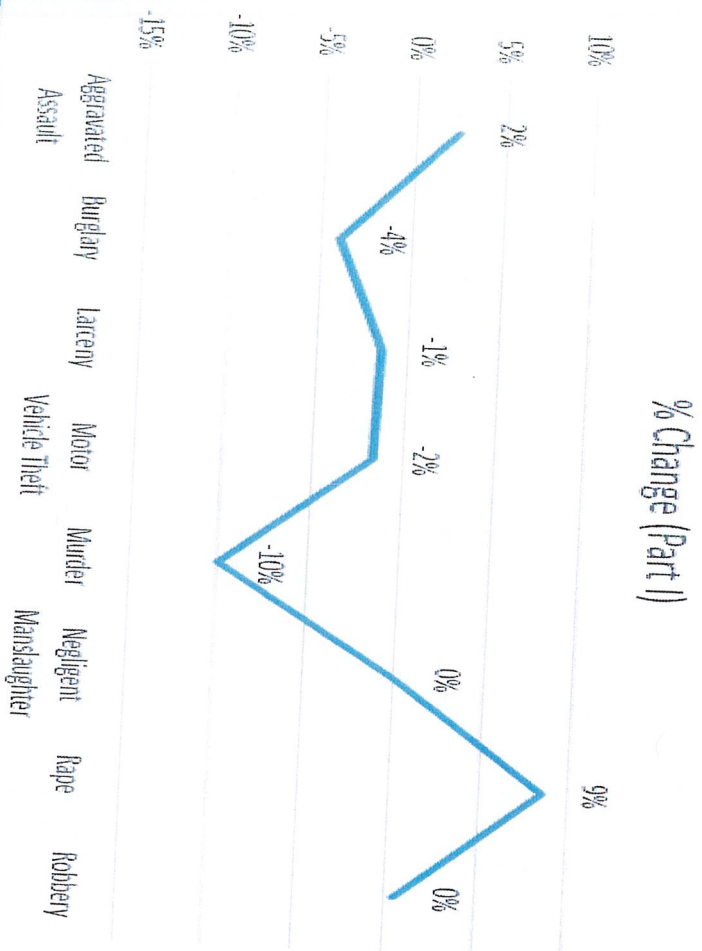
City of Batavia Response to NYS Governor's Executive Order #203
Presentation to City Council



Police Reforms 2020

- ▶ Criminal Justice Reform 2020 - overview of recently enacted legislation
 - ▶ Repeal of 50-a
 - ▶ Eric Garner Anti-Chokehold Act - effective immediately
 - ▶ Providing Medical Attention to Persons in Custody - effective immediately
 - ▶ New Yorker's Right to Monitor Act - effective July 14, 2020
 - ▶ Reporting a Non-Emergency Incident Involving a Member of a Protected Class - effective immediately
 - ▶ Creation of the Law Enforcement Misconduct Office with the Office of the Attorney General - effective April 1, 2021
 - ▶ Creation of the Office of Special Investigation within the Office of the Attorney General - effective April 1, 2021
 - ▶ Update on Discovery
 - ▶ Update on Bail Reform

City of Batavia Crime Statistics and Data



Source: Monroe Crime Analysis Center
 Report 07/15/2020

Executive Order and BPD Status

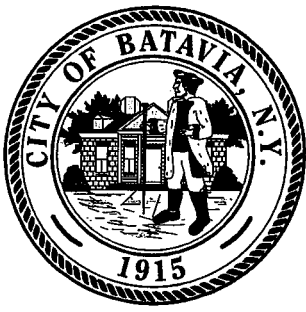
- ✔ Use of Force - BPD policy #300 on Use of Force updated per most recent State and Federal guidelines
- ✔ Procedural Justice - policy #319 (Standards of Conduct), #339 (Community Relations), #401 (Biased Based Policing)
- ✔ Implicit Bias Training/racial profiling- initial academy training / DCJS offers a train-the-trainer in-service (currently no classes scheduled), policy #401 (Biased Based Policing)
- ✔ De-Escalation Training - Initial and In-service completed annually
- ✔ Law Enforcement Assisted Diversion Programs - BPD founding participant of the County PAARI Program, Chief is Chair of the L.E. Work Group of the GOW Opioid Task Force, Diversion Courts (Drug Court/Vet Court/ DV Court)
- ✔ Restorative Justice Practices - Dept. a member of the County CJAC, defendants have access to RUS via Genesee Justice Program

Executive Order (cont'd)

- ▶ ✓ Community Based Outreach and Conflict Resolution - SRO Program, DARE Instruction, National Night Out, Shop w/a Cop, CP Committee, Genesee County Dispute Resolution Center
- ▶ ✓ Problem Oriented Policing - NET, DTF, PAARI, SafeTrade Location
- ▶ ✓ Hot-Spot Policing - NET Program, SRO Program
- ▶ ✓ Focused Deterrence - Zone Patrols, NET patrols, high visibility patrols, bike patrols, foot patrols
- ▶ 2 3 3 3 3 Crime Prevention through Environmental Design - ?????
- ▶ ✓ Violence Prevention and Reduction Intervention - SRO Program, DARE, Explorer Post Program
- ▶ ✓ Model Policies Promulgated by New York MPTC - Policy Manual aligns with NYS Accreditation Program is updated as legal opinions come out, regular review completed by legal professionals through Lexipol
- ▶ ✓ NYS Accreditation - (in-process) - Accepted into NYS Accreditation Program, building file folders, preparing for next steps - mock assessment, assessment, certificate award - target 2021

Next Steps - Formation of Police Advisory Stakeholder Group

- ▶ Group composed of the following members
 - ▶ City Manager
 - ▶ Police Chief / Asst. Police Chief
 - ▶ City Attorney
 - ▶ City Council Member
 - ▶ Two Citizen Representatives
 - ▶ Non-Profit Organization
 - ▶ DA Representative
 - ▶ Public Defender Representative
 - ▶ PBA Representative
 - ▶ Batavia City School Representative
 - ▶ Community Religious Leader
 - ▶ Business Community Representative
- ▶ Stakeholder group formation (deadline for application submission due 9/1)
 - ▶ Applications accepted at the City Manager's Office
- ▶ Schedule regular meetings beginning Sept. 2020
- ▶ Draft presentation to Council in January 2021
- ▶ Public comment February 2021
- ▶ Final resolution March 2021



City of Batavia

Memorandum

To: Honorable Members of the Batavia City Council

From: Rachael J. Tabelski, MPA, Acting City Manager

Date: July 30, 2020

Subject: Formation of a Police Collaboration Advisory Stakeholder Group

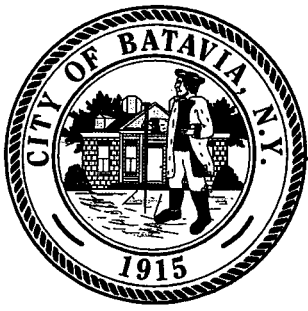
On June 12, 2020 New York State Governor Andrew Cuomo signed an Executive Order (Number 203) "New York State Police Reform and Reinvention Collaborative", part of the "Say Their Name Agenda" that requires local police agencies to develop a plan based on community input. The plan must be adopted by the local municipality by April 1, 2021 or the municipality will be at risk, and could lose future state funding.

The Executive Order is in direct response to incidents involving law enforcement officials whereby actions of particular officer/s resulted in the death of unarmed civilians. The City of Batavia stands in deep sadness and grief over the actions of a few officers who have contributed to a culture of mistrust and divisiveness. No one deserves to be abused, or treated unfairly, by members of their community and especially not by law enforcement officials.

All individuals should be held to the same standard, with no one above the law- whether civilian, law enforcement or government official and those that break the law should be held accountable and prosecuted to the fullest extent.

In the City of Batavia, we are fortunate to have a world class police department comprised of men and women who take the job of protecting and serving our community very seriously. The Batavia Police Department has, and will continue to uphold a high standard of professionalism in themselves and those that serve with.

To this end, and to comply with the Governor's Executive Order, the City Manager and the Police Chief will convene a Police Collaboration Advisory Stakeholder Group. The group will meet to review the current policies, procedures, and training initiatives of the Department and to issue a report that will recommend improvements in, some of which may be in the areas of, community policing



City of Batavia

initiative's, problem oriented policing responses, crime prevention through environmental design, training enhancements, to name a few.

In order to be compliant with the mandate the stakeholder group will have representation from across the community, partner agencies and City Council as outlined in the attached resolution. The goal of the Group will be to build upon the current policies adopted by the Department, that meet or exceed industry standards and best practices, and to build further relationships within the community.

The report will be drafted and presented to Council at a Conference meeting, with approval sought via resolution at the following businesses meeting before the April 2021 deadline.



State of New York

Executive Chamber

No. 203

EXECUTIVE ORDER

NEW YORK STATE POLICE REFORM AND REINVENTION COLLABORATIVE

WHEREAS, the Constitution of the State of New York obliges the Governor to take care that the laws of New York are faithfully executed; and

WHEREAS, I have solemnly sworn, pursuant to Article 13, Section 1 of the Constitution, to support the Constitution and faithfully discharge the duties of the Office of Governor; and

WHEREAS, beginning on May 25, 2020, following the police-involved death of George Floyd in Minnesota, protests have taken place daily throughout the nation and in communities across New York State in response to police-involved deaths and racially-biased law enforcement to demand change, action, and accountability; and

WHEREAS, there is a long and painful history in New York State of discrimination and mistreatment of black and African-American citizens dating back to the arrival of the first enslaved Africans in America; and

WHEREAS, this recent history includes a number of incidents involving the police that have resulted in the deaths of unarmed civilians, predominantly black and African-American men, that have undermined the public's confidence and trust in our system of law enforcement and criminal justice, and such condition is ongoing and urgently needs to be rectified; and

WHEREAS, these deaths in New York State include those of Anthony Baez, Amadou Diallo, Ousmane Zango, Sean Bell, Ramarley Graham, Patrick Dorismond, Akai Gurley, and Eric Garner, amongst others, and, in other states, include Oscar Grant, Trayvon Martin, Michael Brown, Tamir Rice, Laquan McDonald, Walter Scott, Freddie Gray, Philando Castile, Antwon Rose Jr., Ahmaud Arbery, Breonna Taylor, and George Floyd, amongst others,

WHEREAS, these needless deaths have led me to sign into law the Say Their Name Agenda which reforms aspects of policing in New York State; and

WHEREAS, government has a responsibility to ensure that all of its citizens are treated equally, fairly, and justly before the law; and

WHEREAS, recent outpouring of protests and demonstrations which have been manifested in every area of the state have illustrated the depth and breadth of the concern; and

WHEREAS, black lives matter; and

WHEREAS, the foregoing compels me to conclude that urgent and immediate action is needed to eliminate racial inequities in policing, to modify and modernize policing strategies, policies, procedures, and practices, and to develop practices to better address the particular needs of communities of color to promote public safety, improve community engagement, and foster trust; and

WHEREAS, the Division of the Budget is empowered to determine the appropriate use of funds in furtherance of the state laws and New York State Constitution; and

WHEREAS, in coordination with the resources of the Division of Criminal Justice Services, the Division of the Budget can increase the effectiveness of the criminal justice system by ensuring that the local police agencies within the state have been actively engaged with stakeholders in the local community and have locally-approved plans for the strategies, policies and procedures of local police agencies; and

NOW, THEREFORE, I, Andrew M. Cuomo, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and the Laws of the State of New York, in particular Article IV, section one, I do hereby order and direct as follows:

The director of the Division of the Budget, in consultation with the Division of Criminal Justice Services, shall promulgate guidance to be sent to all local governments directing that:

Each local government entity which has a police agency operating with police officers as defined under 1.20 of the criminal procedure law must perform a comprehensive review of current police force deployments, strategies, policies, procedures, and practices, and develop a plan to improve such deployments, strategies, policies, procedures, and practices, for the purposes of addressing the particular needs of the communities served by such police agency and promote community engagement to foster trust, fairness, and legitimacy, and to address any racial bias and disproportionate policing of communities of color.

Each chief executive of such local government shall convene the head of the local police agency, and stakeholders in the community to develop such plan, which shall consider evidence-based policing strategies, including but not limited to, use of force policies, procedural justice; any studies addressing systemic racial bias or racial justice in policing; implicit bias awareness training; de-escalation training and practices; law enforcement assisted diversion programs; restorative justice practices; community-based outreach and conflict resolution; problem-oriented policing; hot spots policing; focused deterrence; crime prevention through environmental design; violence prevention and reduction interventions; model policies and guidelines promulgated by the New York State Municipal Police Training Council; and standards promulgated by the New York State Law Enforcement Accreditation Program.

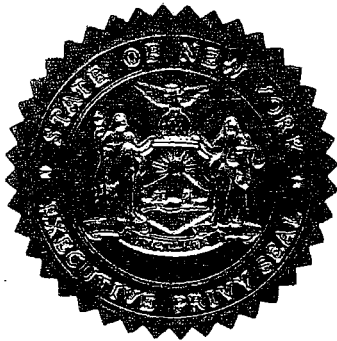
The political subdivision, in coordination with its police agency, must consult with stakeholders, including but not limited to membership and leadership of the local police force; members of the community, with emphasis in areas with high numbers of police and community interactions; interested non-profit and faith-based community groups; the local office of the district attorney; the local public defender; and local elected officials, and create a plan to adopt and implement the recommendations resulting from its review and consultation, including any modifications, modernizations, and innovations to its policing deployments, strategies, policies, procedures, and practices, tailored to the specific needs of the community and general promotion of improved police agency and community relationships based on trust, fairness, accountability, and transparency, and which seek to reduce any racial disparities in policing.

Such plan shall be offered for public comment to all citizens in the locality, and after consideration of such comments, shall be presented to the local legislative body in such political subdivision, which shall ratify or adopt such plan by local law or resolution, as appropriate, no later than April 1, 2021; and

Such local government shall transmit a certification to the Director of the Division of the Budget to affirm that such process has been complied with and such local law or resolution has been adopted; and

The Director of the Division of the Budget shall be authorized to condition receipt of future appropriated state or federal funds upon filing of such certification for which such local government would otherwise be eligible; and

The Director is authorized to seek the support and assistance of any state agency in order to effectuate these purposes.



GIVEN under my hand and the Privy Seal of the
State in the City of Albany this
twelfth day of June in the year two
thousand twenty.

BY THE GOVERNOR

A handwritten signature in black ink, appearing to be "Mr. C".

Secretary to the Governor

A handwritten signature in black ink, appearing to be "Andrew M. Cuomo".

#-2020

**A RESOLUTION TO FORM THE CITY OF BATAVIA POLICE COLLABORATION
ADVISORY STAKEHOLDER GROUP**

Motion of Councilmember

WHEREAS, On June 12, 2020 New York State Governor Andrew Cuomo issued an executive order titled “New York State Police Reform and Reinvention Collaborative” that requires local police agencies to develop a plan based on community input; and

WHEREAS, Police forces must adopt a plan by April 1, 2021 to be eligible for future funding; and

WHEREAS, the City of Batavia will engage stakeholders and the public in an open dialogue and process on community policing, policing strategies and tools; and

WHEREAS, the City Manager and Police Chief will present a plan to the public for comment; and

WHEREAS, such plan will be presented to City Council for approval, and once approved sent to Albany with a copy of the certified resolution; and

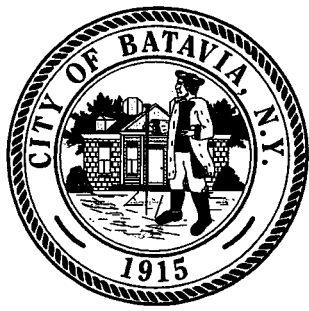
WHEREAS, to assist the City Manager and Police Chief with formulating and drafting the plan a Police Collaboration Advisory Stakeholder Group will be formed and act as an advisory committee throughout the process.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that the City Manager and City Police Chief are authorized to form the City of Batavia Police Collaboration Advisory Stakeholder Group and furthermore, will seek community representatives from the following sectors of the Batavia community:

City of Batavia Police Collaboration Advisory Group

1. City Manager
2. Police Chief
3. Assistant Police Chief
4. City Attorney
5. City Council Member
6. Two citizen representatives
7. Batavia Housing Authority Director
8. Director of not-for-profit that serves human interests (i.e. YWCA)
9. District Attorney representative
10. Public Defender representative
11. Batavia Police Benevolent Association representative
12. Batavia City Schools Superintendent
13. Community religious leader
14. Business leader representative

**Seconded by Councilmember
and on roll call**



Memorandum

To: Honorable Members of the Batavia City Council

From: Rachael J. Tabelski, MPA, Acting City Manager

Date: July 31, 2020

Subject: Amendment/One Year Extension of Client First Contract

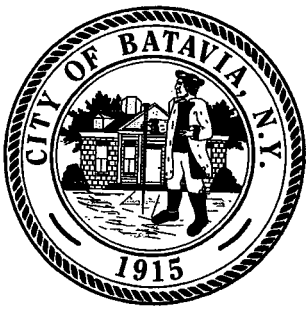
In 2018 the City Council passed a resolution formalizing the Enterprise Resource Planning (ERP) software project as a capital project and authorized a general obligation bond to finance the purchase, not to exceed \$800,000. The project financing was issued under a Bond Anticipation Note (BAN) with the anticipation of permanently bonding, which is likely to occur this fall.

In August of 2019 the City of Batavia Council formally approved moving forward with the purchase and implementation of the ERP software contracting with Tyler Technologies to build, develop and implement the New World software package. Council also authorized a contract with Client First Technology Consulting to assist with external project management services, negotiations with Tyler Technologies and Systems East for contract development and changes, invoice review, outstanding implementation items checklists, and overall project review and budget analysis.

Client First functions on a global scale organizing all facets of the implementation while the local project manager (Assistant City Manager) deals with the day-to-day implementation of the software, change management in the departments and for the organization as a whole, as well as the coordination of resources needed to move the project forward.

With the disruption of business due to the COVID-19 pandemic the City staff was able to transition to an online implementation and training with Tyler. The project is still on schedule with the implementation of the first phase of the project in August 2020.

- New World Financial Management- go live August 2020
- Tyler Cashiering- go live September 2020
- Systems East tax collection software- project to begin September 2020



City of Batavia

- New World Human Resources and Payroll- go live January 2021
- Utility Billing- project to begin in January 2021
- Entergov Permitting software- begin 2021

As project manager for the last year I can attest to the value Client First adds to our project team. They assist to keep the project on track, document outstanding implementation items on a weekly basis, and provide Status Reports on the overall performance of the project.

I recommend that City Council approve the extension amendment to the professional services contact from Client First and at a cost not to exceed \$87,856.

#-2020

**A RESOLUTION ENTERING TO AUTHORIZE A CONTRACT AMENDMENT/ONE
YEAR EXTENSION OF THE CLIENT FIRST PROJECT MANAGEMENT
AGREEMENT**

Motion of Councilmember

WHEREAS, the City of Batavia has determined it necessary to purchase and install computer software to implement an integrated Enterprise Resource Planning (ERP) system to utilize best practices, automated workflow, provides project management tools along with other suitable applications; and

WHEREAS, in 2018 the City Council passed a resolution formalizing the Enterprise Resource Planning (ERP) software project as a capital project and authorized a general obligation bond to finance the purchase, not to exceed \$800,000; and

WHEREAS, in August of 2019 the City Council authorized a one-year contract with Client First Technology Consulting to assist with external project management services, negotiations with Tyler Technologies and Systems East for contract development and changes, invoice review, outstanding implementation item checklists, and overall project review and budget analysis; and

WHEREAS, to continue consistent and efficient project management delivery, Client First has presented a one-year extension of their current agreement.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia, approves a one-year extension of the Client First contract at a cost not to exceed \$87,856.

**Seconded by Councilmember
And on roll call**

Professional Services Agreement

This Professional Services Agreement (hereafter "Agreement"), made and entered into this 12 day of August, 2019, ("Effective Date") by and between the City of Batavia, New York, (hereinafter, the "Client") and ClientFirst Technology Consulting, (hereinafter, the "Provider").

WITNESSETH:

That Client and Provider (hereinafter, the "Parties"), for the consideration herein named, do hereby agree as follows:

1. Services

a. Scope of Work.

- i. This Agreement is for services to be rendered by Provider to the Client for Consulting Services.
- ii. The services to be performed under this Agreement consist of Contracted Services, as described and designated herein. Compensation to the Provider for Contracted Services under this Agreement shall be as set forth herein.

- ##### b. Qualification to Perform.
- By executing this Agreement, the Provider represents and agrees that Provider is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional, and timely manner.

2. Provider Responsibilities

- ##### a. Services to be Provided.
- The Provider shall provide the Client with all services required to satisfactorily complete the Project as defined herein within the time limitations set forth herein and in accordance with the highest professional standards.

b. Standard of Care

- i. The Provider shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Provider practice and in accordance with applicable federal, state, and local laws and regulations applicable to the performance of these services. Provider is solely responsible for the professional quality, accuracy, and timely completion and/or submission of all work related to the Contracted Services.
- ii. The Provider shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the Client. No permission for subcontracting shall create, between the Client and the subcontractor, any contract or any other relationship.
- iii. Provider is an independent contractor of the Client. Any and all employees of the Provider engaged by the Provider in the performance of any work or services required of the Provider under this Agreement, shall be considered employees or agents of the Provider only and not of the Client, and any and all claims that may or might arise under any Workers' Compensation or other law or contract on behalf of said

employees while so engaged shall be the sole obligation and responsibility of the Provider.

- iv. Provider agrees that Provider, its employees, agents, and subcontractors, if any, shall be required to comply with all federal, state, and local antidiscrimination laws, regulations, and policies that relate to the performance of Provider's services under this Agreement.
- v. If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials, Provider represents that it and/or its employees, agents, and subcontractors engaged in such activities possess such licenses, certifications, or credentials, and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.
- vi. In determining the basic services to be provided, should any documents be referenced in this Agreement, the terms of this Agreement shall have priority in any conflict between the terms of referenced documents and the terms of this Agreement.

3. Contracted Services

- a. The Services to be rendered by the Provider pursuant to this Agreement are as follows:
ERP Implementation Project Management Oversight,
- b. A description of services to be delivered is detailed in the Work Plan included as *Attachment 1* to this Agreement.

4. Duration of Services

- a. Term. The term of this Agreement shall be from August 12, 2019 to August 12, 2020.

b. Scheduling of Services

- i. The Provider shall schedule and perform its activities in a timely manner.
- ii. The Commencement Date for the Provider's Contracted Services shall be August 12, 2019.

5. Compensation

- a. Compensation for Contracted Services. Compensation for Contracted Services shall include all compensation due the Provider from the Client for all services under this Agreement except for any authorized Reimbursable Expenses which are defined herein. The maximum amount payable for Contracted Services shall not exceed Eighty-Two Thousand Three dollars (\$82,003), per Contracted Services above.
- b. Payment for Contracted Services. Provider will bill monthly as services are completed, and payment for Contracted Services shall become due and payable within thirty (30) days of the Provider properly invoicing the Client.
- c. Additional Services. Client shall not be responsible for costs related to any services in addition to the Contracted Services performed by Provider, unless Client requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

6. Client Responsibilities. The Client recognizes responsibilities for cooperation and coordination. The Client has designated Gretchen DiFante to act as its representative with respect to the Project and shall have the authority to render decisions within guidelines established by the Client Manager and/or the Client's duly recognized seat of authority and shall be available during working hours as often as may be reasonably required to render

- decisions and to furnish information. The Client will be required to work with the Provider in providing time, gathering/providing information, and completing various tasks to assist the Provider in delivering the Contracted Services. The Client is responsible for providing this assistance in a reasonable timeframe and delays in providing this assistance shall relieve the Provider of the established schedule contained herein under *Duration of Services*.
7. Insurance. Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as required and outlined as follows. Provider shall not commence work until such insurance is in effect and certification thereof has been received by the Client.
 - a. Workers' Compensation – at the statutory limits in compliance with applicable State and Federal laws. The Provider shall ensure that any subcontractors also have Workers' Compensation coverage at the statutory limits.
 - b. Commercial General Liability - covering all operations performed by the Provider with a minimum limit of \$1,000,000 per occurrence with a \$2,000,000 aggregate.
 - c. Professional Liability - covering the Provider's acts, errors, or omissions in performance of the contract with a minimum limit of \$1,000,000 per claim with a \$1,000,000 aggregate.
 - d. Business Automobile Liability - covering all non-owned, and hired vehicles used in performance of the contract. The minimum combined single limit per occurrence shall be \$1,000,000 and shall include uninsured/underinsured motorist coverage.
 - e. The Provider shall provide the Client with certificates of insurance evidencing the above amounts. The Client shall be named as additional insured under the commercial general liability policy.
 - f. Before commencing work, the Provider shall furnish the Client with certificates of insurance on an approved form.
 8. Indemnity. The Provider agrees to defend, indemnify and hold harmless the Client from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Provider, except to the extent same are caused by the negligence or willful misconduct of the Client. It is the intent of this provision to require the Provider to indemnify the Client to the fullest extent permitted under prevailing local, state, and federal law.
 9. Amendments to the Agreement. Changes in the Contracted Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the Client and the Provider. The Provider shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the Client.
 10. Termination
 - a. Termination for Convenience of the Client. This Agreement may be terminated without cause by the Client and for its convenience upon fifteen (15) days' prior written notice to the Provider.
 - b. Other Termination. The Provider may terminate this Agreement based upon the Client's material breach of this Agreement, provided the Client has not taken all reasonable actions to remedy the breach. The Provider shall give the Client fifteen (15) days' prior written notice of its intent to terminate this Agreement for cause.
 - c. Compensation after Termination.

antidiscrimination laws. Where applicable, failure to maintain compliance with the requirements of said local, state, and federal laws, rules, and regulations constitutes Provider's breach of this Agreement. By executing this Agreement, Provider affirms it is in compliance with said local, state, and federal laws; rules, and regulations.

- d. **Dispute Resolution.** Any and all suits or actions to enforce, interpret, or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the State of New York, County of Genesee. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. The Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.
- e. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Client and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.
- f. **Severability.** If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.
- g. **Ownership of Work Product.** Should Provider's performance of this Agreement generate documents, items, or things that are specific to this Project, such documents, items, or things that are delivered by the Provider to the Client shall become the property of the Client and may be used by the Client on any other project without additional compensation to the Provider. The use of the documents, items, or things by the Client or by any person or entity for any purpose other than the Project, as set forth in this Agreement, shall be at the full risk of the Client.
- h. **Non-Appropriation.** Provider acknowledges that Client is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of statutory mandates to which it is subject, as applicable.
- i. **Additional Services/Purchases by Other Public Agencies.** The Proposer by submitting a proposal acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this proposal/bid for the same prices and/or terms being proposed. The Provider has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Provider's approval. Without the Provider's approval, the seeking agency cannot Piggy-Back.
- j. **Change in Client's Authority or Mandate.** In the event of a change in the Client's statutory authority, mandate, and/or mandated functions, by state and/or federal legislative or regulatory action, which adversely affects Client's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to Client, upon written notice to Provider of such limitation or change in Client's legal authority.

13. Notices

Any material notice required by this Agreement shall be in writing and delivered by certified or registered mail, with a request for return receipt to the following:

- i. In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the Client due to errors or omissions of the Provider.
 - ii. Should this Agreement be terminated, the Provider shall deliver to the Client within fifteen (15) days, at no additional cost, all deliverables, including any electronic data or files relating to the Project.
 - d. Waiver. The payment of any sums by the Client under this Agreement or the failure of the Client to require compliance by the Provider with any provisions of this Agreement or the waiver by the Client of any breach of this Agreement shall not constitute a waiver of any claim for damages by the Client for any breach of this Agreement or a waiver of any other required compliance with this Agreement.
11. Confidentiality. Client and Provider may exchange with each other certain proprietary, confidential, non-public, or trade secret information. The Parties agree to keep this information confidential.
- a. Confidential Information. Confidential Information means all documents or information disclosed, created, or made available by the Client and Provider in connection with this project and the delivery of the Contracted Services.
 - b. Consent. Parties will not to disclose any Confidential Information to a third party without the prior written consent of the disclosing Party or as required by lawful subpoena, process or a court of competent jurisdiction.
 - c. Use. Parties will not use any Confidential Information for any purposes other than providing bids or quotes or fulfillment of delivering Contracted Services.
 - d. Security Standards and Destruction. Provider will exercise reasonable technical and physical security standards to maintain confidentiality of the Client's Confidential Information held in the Provider's possession or control. The Provider will maintain these standards until the eventual disposal and destruction of this Information.
 - e. General Availability. If information has been published or has otherwise entered the public domain without a breach of this Agreement, it shall no longer be deemed as Confidential Information.
 - f. Absent of Breach. It is not a breach of this Agreement to:
 - i. Disclose Confidential Information required to be disclosed by applicable law, regulation, or court order.
 - ii. Disclose Confidential Information that is disclosed by the receiving Party with the prior consent of the other Party.

12. Additional Provisions

- a. Limitation and Assignment. The Client and the Provider each bind themselves, their successors, assigns, and legal representatives to the terms of this Agreement. Neither the Client nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other.
- b. Governing Law. This Agreement and the duties, responsibilities, obligations, and rights of respective parties hereunder shall be governed by the laws of the State of New York.
- c. Compliance with Laws. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations, including, but not limited to all

CLIENT:

City of Batavia

Eugene Jankowski, Jr., Council President
One City Centre
Batavia, NY 14020

PROVIDER:

ClientFirst Technology Consulting

David Krout, Managing Partner
980 Montecito Drive
Corona, CA 92879

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

City of Batavia

ClientFirst Technology Consulting

By: Eugene Jankowski, Jr.

By: David W. Krout

Name: Eugene Jankowski, Jr.

Name: David W. Krout

Title: Council President

Title: Managing Partner

Proposal for
**ERP Implementation
Project Management
Oversight**

May 3, 2019



Client Locations
Coast-to-Coast

Practice Locations
**California
Illinois
North Carolina
Texas**

800.806.3080
www.clientfirstcg.com

Optimal Technology Guidance

CLIENT FIRST
TECHNOLOGY CONSULTING

May 3, 2019

Mr. Martin Moore
City Manager
City of Batavia
1 Batavia City Centre
Batavia, NY 14020

Re: Proposal for ERP Implementation Project Management Oversight

Dear Mr. Moore:

CLIENTFIRST appreciates the opportunity to present the City of Batavia with our proposal for *Consulting Services for ERP Implementation Project Management Oversight*. Our consultants have implementation project management and oversight, including multiple Tyler Technologies implementations.

We believe the primary differentiators between ClientFirst and other similar firms include:

Experience – CLIENTFIRST's professional consultants are experienced in local government systems implementation projects. We do not use trainees or unqualified consultants to support our clients.

Adaptable Methodology – Our implementation methodology is proven, thorough, and adaptable in order to help us better meet our clients' needs. We tailor our method to meet the implementation situation without sacrificing quality, increasing risk, or incurring unnecessary costs.


Track Record of Success – When a third of systems implementation projects reportedly fail, and another third produce disappointing results, our success rate is high. We help our clients achieve the results they expect.

Our clients say we excel in these areas:

- Client Satisfaction
- Value for Services
- Risk Mitigation
- Communication and Visibility
- Thoroughness of Methodology
- Quality of Results
- Experienced Consultants

If you have any questions, feel free to contact us at 951.739.7989 or via email at dkrout@clientfirstcg.com or srobichaud@clientfirstcg.com for additional information. We appreciate the continued opportunity of serving the City of Batavia.

Sincerely,



David W. Krout, CPA
Partner
Management Consulting Practice Leader



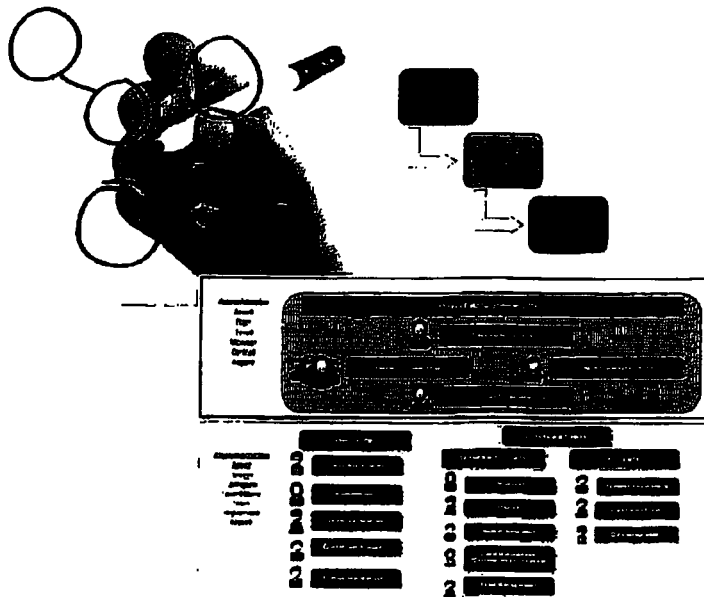
Steve Robichaud
Partner
Applications Consulting Practice Leader

Table of Contents

METHODOLOGY AND APPROACH	4
Industry Implementation Background and Risk Issues	5
Methodology	6
Methodology for Decision-Making	10
Conceptual Plan and Approach	10
Roles and Responsibilities	11
Project Hours Allocation (Work Plan/Schedule)	14
WORK PLAN AND SCHEDULE	15
Project Initiation/Coordination and Recurring Project Oversight	16
Additional "As-Needed" Activities	18
FEE INFORMATION	20
REFERENCES	22
PROJECT TEAM	26
Team Member Roles	27
FIRM OVERVIEW	32
Applications Consulting Practice Profile	33
Government Technology	35
Practice Locations	35
Business Management Approach	35
Practical Recommendations	35
True Independence	35
National Recognition	35
Industry Recognition	36
Consultants' Collective Experience	37

ERP Implementation Project Management Oversight

The following section describes project organization, roles and responsibilities, and escalation issue processes. Our methodology is designed to keep the project on track, with a best practices approach that helps assure a successful implementation and mitigates risk.



Methodology and Approach

Industry Implementation Background and Risk Issues

Enterprise Systems Implementation Findings – Independent Sources

A recent customer survey shows that Enterprise Implementation Projects: ^[1]

- Have only a 7% chance of on time implementation.
- Will likely cost more than estimated.
- Will likely deliver unsatisfying results (only 21% will realize half or more of expected benefits).
- Have a 50% chance that users will actually use the applications.

Another recent customer survey shows that: ^[2]

- Only 32% of projects are on time, on budget, deliver all required features and functions, and achieve measurable business and stakeholder benefits.
- Approximately 44% of projects are "challenged" (late, over budget, and/or with less than the required features and functions).
- 24% of these projects failed (were cancelled prior to completion, or were delivered and never used).

Reasons for the problems: ^[1]

- Nearly 40% of those surveyed said that a "lack of employee buy-in and executive support" was the biggest challenge.
- One-third identified "lack of internal expertise" as a problem.

A recent KPMG survey of 252 organizations found that:

- 69% of project failures are due to a lack of and/or improper implementation of project management methodologies, including:
 - Inadequate project management: 32%
 - Lack of communication: 20%
 - Lack of familiarity with the scope and complexity of project management: 17%

The Gartner Group

- "... more than 80 percent of IT projects are conceived of and funded in a fragmented manner, with little in the way of overall planning."

CFO Magazine

- "Perhaps an even more serious problem [than troubled IT projects] –and one that is even more impossible to measure–involves IT projects misaligned with organizational strategy. Even if these projects succeed ... they can be fiascos that consume massive quantities of money, talent, and time unless they truly help the organization."

¹ Panorama Group, Based on a survey of more than 1,300 online respondents and focus group participants who had implemented ERP within the last three years

² Standish Group, CHAOS Summary

Our Experience

Throughout our careers, we have provided Project Management and Oversight assistance for many projects. Some of the issues we have encountered include:

- People Issues
 - Executive and/or user commitment and support
 - Resistance to change (e.g., process changes, new ways of doing things, etc.)
 - Providing the *right* people with enough *time*, when needed
 - Overestimation of people's abilities, availability, and/or support needs
 - "Challenged" third-party support (i.e., under-qualified, "compromised" agendas, availability, conflicting commitments, "Go-Live" syndrome)
- Project Management Issues
 - Under-qualified PM resources (i.e., knowledge, experience)
 - Inadequate planning (i.e., project requirements, bad estimates of time, people, and budget)
 - Poor communication (i.e., unclear goals and objectives, expectations not set properly, timely project information)
 - Poor project monitoring and controlling (i.e., scope, production, cost, and velocity)
 - Inadequate product training and knowledge transfer
 - Inadequate product testing
 - Conflicting duties and reports (i.e., objectivity, loyalty)
 - Lack of time (i.e., regular job vs. project duties—focus should be on Enterprise project responsibilities)
- Systems Issues
 - Software functionality (i.e., wrong system, missing components)
 - Systems performance (e.g., undersized servers, communications equipment, etc.)
 - Infrastructure issues and failures (i.e., incompatibility with other systems components)

Methodology

Project Management Office Defined

Project Management Office (PMO), as defined by the Project Management Institute (PMI), is the application of knowledge, skills, tools, and techniques to project activities to meet project requirements. Project management is accomplished through the appropriate application and integration of 42 project-related processes comprising the five process groups of (1) initiating, (2) planning, (3) executing, (4) monitoring and controlling, and (5) closing.

PMO typically includes:

1. Identifying and documenting project requirements
2. Addressing the needs, concerns, and expectations of the stakeholders
3. Balancing competing project constraints, including scope, quality, schedule, budget, resources, and risk

In order to be successful, tasks must be done in the proper order as skipping steps, re-sequencing, or lack of focus all reduce the chances of success. Creativity may be allowed within the general structure, but is based on the specific circumstances.

Organization Structure

The following PMO information is a *guide*. Every project is unique, and the method must be tailored to the situation, people, time, money, scope, and other constraints.

1. An Enterprise implementation is not a technology project. It is an investment in an "organizational transformation and process improvement" project.
2. Technology can help enable and accelerate the transformation, but cannot cause a transformation.

Project Initiation

The components of Project Initiation are outlined below:

- Project Organization
- Stakeholder Identification
- Develop Project Charter
 - The Project Charter is a clear and shared understanding and authorization of the project to be completed. It includes:
 - A statement of business needs and objectives
 - An agreement on the deliverables
 - An overview of the plan to accomplish the project on time and within budget
 - Clear accountability, for realizing the benefits
 - Relevant metrics
 - An effective benefits realization process
 - Project Kick-Off Meeting
 - Defined PMO Roles

Project Planning

- Confirm Project Scope, Deliverables, Work Plan, Resources, and Budget
- Plan for:
 - Project Governance
 - Quality Assurance
 - Risk Mitigation
 - Project Communication and Information Management
 - Project Reporting
 - Project Document
 - Project Team
 - Organizational Change Management
 - Post-Implementation Support

Project Monitoring, Controlling, and Reporting

- Scope Management
- Work Plan/Production Monitoring and Management
- Budget Monitoring
- Quality Assurance Management
- Application Design and Configuration
- Infrastructure Deployment
- Training and Knowledge Transfer
- Data Conversion
- Reports, Queries, Forms, and Analytics

- Interfaces and Integrations
- Modifications and Enhancements
- Testing and Systems Validation
- Documentation Production
- Deliverables Assurance

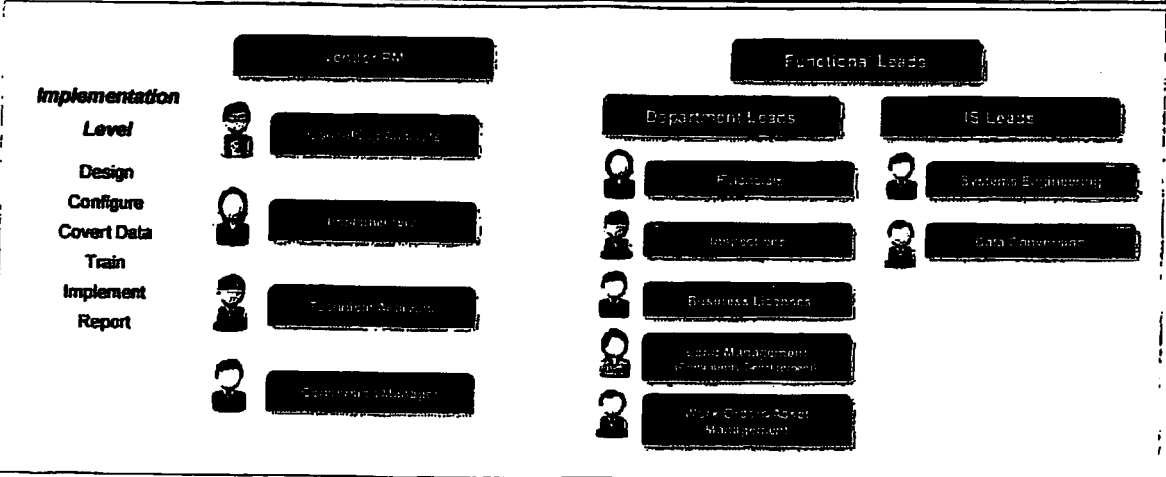
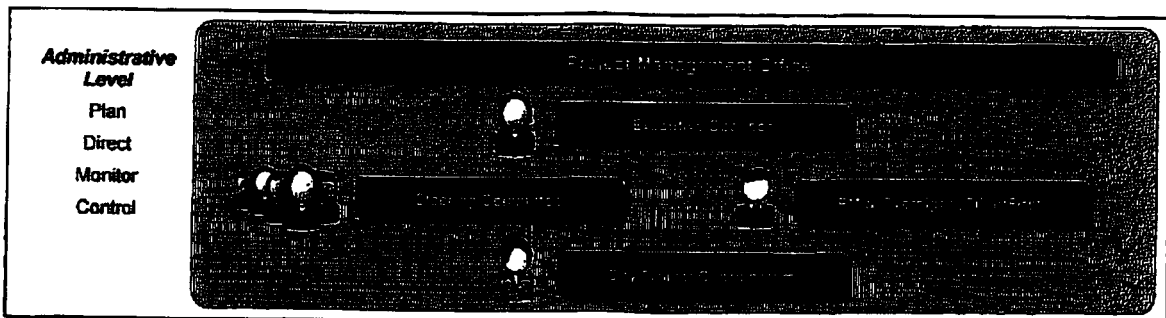
Additional Project Monitoring, Controlling, and Reporting Responsibilities

- Risk Management and Mitigation
- Project Communication and Information Management
- Status Reporting
- Status Meetings
- Information Repository and Sharing
- Project Team Management
- Change and Issue Management
- Post-Implementation Support Readiness
- Organizational Change Management

Project Completion and Assessment

- Post-Implementation Assessment (optional)
- Support, Growth, and Maintenance Planning

SAMPLE: Project Management and Oversight Organization Chart



Methodology for Decision-Making

Below, we have included the methodology that we use for escalation. Change orders can present challenges, so we have also included a brief overview of our recommended change order approach.

Escalation Process

The chain of escalation below allows sufficient time (given the specific circumstances) at each level for the individual(s) designated to determine a resolution before escalating an issue to the next level. Our firm also provides assistance at these levels, including background, and in some cases, potential resolution option.

- Level 1 – Implementation Functional Area Leads
- Level 2 – Project Management Team (Vendor, City Project Coordinator, *CLIENTFIRST* Project Manager)
- Level 3 – Project Executive Management

The City must document the specific issue that is escalating in the form of an email message, written memo, or a letter if it is a matter to be addressed by a third party or the vendor. The email message, memo, or written letter should be addressed and directed to the individual at the next level. Following this protocol will help to ensure that the communication is effectively received and that no time is lost due to misunderstanding what issue is being escalated.

Change Order Process

The process to evaluate and approve a proposed change will require the final review and approval of the Project Sponsor, Executive Sponsor, and/or the Project Committee (or all of the above, based on City policy), for final review and approval. Such changes are likely to impact project scope, time, and/or cost, perhaps significantly.

Conceptual Plan and Approach

Project Background

The City requires assistance with project implementation services, project coordination, communication, and documentation-related tasks to the implementation of Tyler Technologies' New World Enterprise Resource Planning (ERP) system. The system implementation is expected to proceed over the next 24 months, with specific application modules to be phased in over time. At a high level, for each module, the following steps will be required: design, design documentation, setup, configuration, conversion, data testing, training, Go Live, and post-Go Live support. Also required will be integration between the ERP system and other City systems. Reporting requirements will also be included.

The City's functional leads serve as co-project managers/coordinators for the implementation of software modules within their area of expertise. The selected vendor will provide a project manager that will be responsible for coordinating all vendor tasks. The Vendor Project Manager will primarily interface with the City Project Manager and Functional Leads.

Implementation Project Management "Oversight" and long-range project continuity will be provided by *CLIENTFIRST* Technology Consulting. The *CLIENTFIRST* methodology and approach are defined in more detail within this proposal.

In the *Methodology* section, we describe the typical Implementation Project Management Oversight process and the organization required for a project of this scope.

Roles and Responsibilities

One of the most important aspects of successful implementation is the allocation of sufficient resources across the implementation team. Implementation of an enterprise (multi-department systems is an incredibly time-consuming task, requiring a significant commitment with IS and the departmental user community). *CLIENTFIRST* will be utilized to supplement the City's Project Manager, users and some IS tasks to reduce the number of committed hours that are normally required by City staff. The *CLIENTFIRST* implementation assistance team will be working closely with department users on their implementation tasks. By working closely with the user community, this effort will significantly reduce departmental users' customary required hours by approximately 50-75%.

Project Team Role	Key Responsibilities
Project Executive Management (City)	<ul style="list-style-type: none"> • Establish and communicate target vision and goals for project • Secure pre-implementation buy-in from management and users • Secure senior management (department heads) commitment for implementation resources • Attend monthly meetings, as necessary • Update policies, as needed • Approve escalation procedures
Project Management/Oversight Manager (ClientFirst)	<ul style="list-style-type: none"> • Generate Project Status Report for Project Committee and management • Prepare for and facilitate monthly Project Committee Meeting • Escalate and help resolve delayed tasks • Attend key working sessions for higher risk tasks • Facilitate bi-weekly team meetings • Record bi-weekly team meeting minutes • Provide subject-matter expertise for implementation, conversions, integrations, etc. • Mediate escalation issues between City and vendor

Project Team Role	Key Responsibilities
City Project Manager/Coordinator (City)	<ul style="list-style-type: none"> • Work in conjunction with Tyler New World Project Manager and the Project Management/Oversight Manager as a customer liaison • Co-manage project plans, resources, schedules, budgets, and deliverables • Assist with communication plans • Communicate project information to users and management • Coordinate internal customer project activities • Escalate issues that require management decisions • Manage transition from system development to operational support • Distribute Project Committee meeting minutes • Distribute Executive Committee meeting minutes • Attend bi-weekly team meetings • Prepare for and attend monthly Project Committee meetings • Review and approve escalation procedure • Review and approve test plans • Communicate training plans
City Functional Area/Module Lead (City)	<ul style="list-style-type: none"> • Provide recommendations on automating business processes and workflow • Perform system and workflow set-up assistance • Test and document results of system usability, integration, imported data, and workflow from the user's perspective • Lead project within functional area user groups • Build departments workbooks • Assist with system setup decisions • Assist with data mapping for conversion • Gather and provide department forms/reports • Participate in business process reviews • Assist with the development of testing and training plans • Provide/assist with end-user training • Support end-users during early and ongoing operations • Design and test security roles and document testing results • Help develop testing scripts • Produce desk procedures • Attend bi-weekly team meetings • Attend meetings scheduled by the vendor project manager • Identify and document any scope changes • Assist IS in capturing screen shots and reports for data conversion verification

Project Team Role	Key Responsibilities
<p>City IS Personnel (Data Integration, Network Engineering, and Data Administration) (City)</p>	<ul style="list-style-type: none"> • Provide hardware and system requirements • Work in conjunction with Tyler New World business analyst • Assist in developing requirements and specifications, and documenting user workflows • Assist with internal business needs analysis • Help develop and document testing scripts • Assist with documentation and system interface testing • Identify and document any scope changes • Attend bi-weekly project team meetings (or as scheduled) • Produce IS desk procedures • Instruct functional leads on how to properly document testing issues • Work in conjunction with Tyler New World conversion team • Provide source data for conversion • Map legacy fields to Tyler New World fields • Create Crosswalk document for conversion of legacy codes to Tyler New World codes • Develop descriptive file layouts and field definitions • Extract legacy data for conversion • Run file imports / data loads • Work to eliminate exceptions on data load error report • Assist with the development of testing scripts • Copy data between development, training, and live databases • Work in conjunction with Tyler New World application analysts • Develop ad hoc reports • Perform testing of ad hoc reports • Implement and unit test security roles, including testing all user IDs • Develop security testing scripts • Work in conjunction with Tyler New World systems engineer and application analysts • Administer Tyler New World and supporting software/database • Assist with the installation, upgrades, and ongoing maintenance of the Tyler New World application • Implement and maintain backup scheme • Schedule periodic jobs, including imports, exports, interfaces, reporting, and backups

Project Hours Allocation (Work Plan/Schedule)

The components of an Implementation Work Plan are variable and, as a result, we have separated the Work Plan into three groups, summarized below.

Project Initiation/Coordination

The "Project Initiation Component" of the proposed Project Implementation Services is a set of defined step/task deliverables.

Recurring Project Oversight

"Recurring Project Oversight" activities represents an average weekly number of hours for project implementation service deliverable activities. We will bill for these weekly hours accumulatively on a monthly basis.

The City will assign their own Implementation Project Manager who will be the City's primary lead project implementation resource. To assist, *CLIENTFIRST* will augment the City's Project Manager by monitoring and overseeing the project process. *CLIENTFIRST* responsibilities would include:

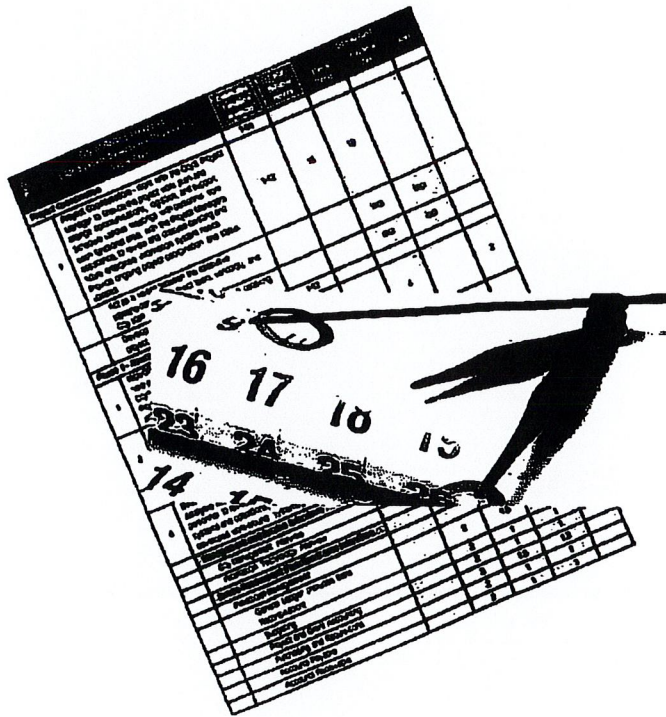
- Using our project management experience to assist, make recommendations, and counsel the City's Project Manager and Implementation Project Team as they maneuver through and conduct their project management activities.
- Monitoring major project activities and milestones to ensure they are achieved on time, within budget, and that all parties fulfill their responsibilities.
- Observing and reporting any anomalies, risks, or red flags that may have a negative impact on the project schedule, project/system quality, or financial budget.
- Providing recommended action plans to resolve or mitigate any of the above anomalies, risks, or red flags.
- If requested, mediating disputes or disagreements between the vendor and the City.
- Making any other observations or recommendations that may improve implementation.
- Acting as an observer in any performance or acceptance testing.

The following pages include tables containing the detailed steps/activities for each component of the Work Plan.

Additional As-Needed Activities (optional)

"Additional As-Needed Activities" represent optional services that our firm will or can deliver if needed and approved by the City. This list of activities is provided as a summary of services and is not meant to limit any other activities or services you may wish to have us perform.

The work plan and schedule are detailed in the following section, showing the steps, associated hours per consultant, and the estimated schedule in weeks, in a concise, easy-to-use format that our clients say they appreciate.



Work Plan and Schedule

Project Initiation/Coordination and Recurring Project Oversight

Activity

ERP Implementation Project Management Oversight Services

Project Initiation/Coordination

Description: These Project Initiation activities are a set of defined step/task deliverables. These activities will be conducted at the beginning of each Project Phase. The activities defined below will be invoiced as they are fulfilled.

- 1 **Project Coordination and Planning** - Work with the City Project Coordinator to finalize the project management plan and arrange communications, logistics, and support.
- 2 **Develop/Review Baseline Project Documents and Plans** - Review or develop a baseline of the project plan, including the following:
 - Scope Definition
 - Statement of Work
 - Project Team (PMO - Project Management Office) Staffing and Operation Guidelines
 - Resources w/ Roles and Responsibilities
 - Project Timeline/Schedule
 - Project Budget
 - Subsidiary Plans as needed (Change Management, Training, Data Conversion, Interfaces, Modifications, Technology Requirements, etc.)
 - Risk Matrix Dashboard
- 3 **Vendor Project Kick-Off Meeting** - Participate and facilitate the Vendor Project Kick-Off Meeting with Vendor and City stakeholders and Project Team members.
- 4 **Vendor Discovery Needs Assessment Process** - Attend vendor discovery module walkthroughs, assessment, analysis workshops (as-is/to-be), and assist with review of vendor deliverables.

Recurring Project Oversight

Description: These "Recurring Project Oversight" activities represent an average weekly number of hours for the deliverables defined below. Our firm's policy is to bill monthly as the project proceeds. We will review and present the progress billing on a quarterly basis to the City. The average billing is for the project-to-date. If the estimated average billing for the remainder of the project should exceed the weekly average presented below, we will promptly notify the City, and the two parties will agree upon how to proceed with future billings.

Periodic Activities - These typically occur weekly although frequency will vary based on project status at any point within implementation schedule and on agreed upon vendor arrangements.

- 5 **Vendor Status Meeting** - Participate in the vendor's periodic status meeting as an advocate for the City, and:
 - Ask questions to clarify and make suggestions as necessary
 - Assist and support the City in presenting their points
 - Notation on points of interest or concern from meeting discussion/outcomes (ClientFirst to email notation to City Project Manager, as necessary)
- 6 **Review Vendor Status Report** - Review the Vendor's post status meeting report and provide comments. (ClientFirst to email comments to City Project Manager, as necessary)
- 7 **Periodic Internal City Status Meetings** - Support the City Project Manager, prepare for and conduct the periodic Internal City status meeting to include:
 - Status Meeting Agenda Preparation** - Support the City Project Manager in preparing the Status Meeting Agenda using the provided ClientFirst template. This will include a review of the agenda by ClientFirst, and finalization and distribution of the agenda by the City Project Manager.
 - Internal City Project Status Meeting** - Participate and support the City Project Manager in conducting the periodic status meeting with Functional/Module Leads and any Project Team Staff as needed. The main ClientFirst tasks in this meeting are to:

Activity ERP Implementation Project Management Oversight Services

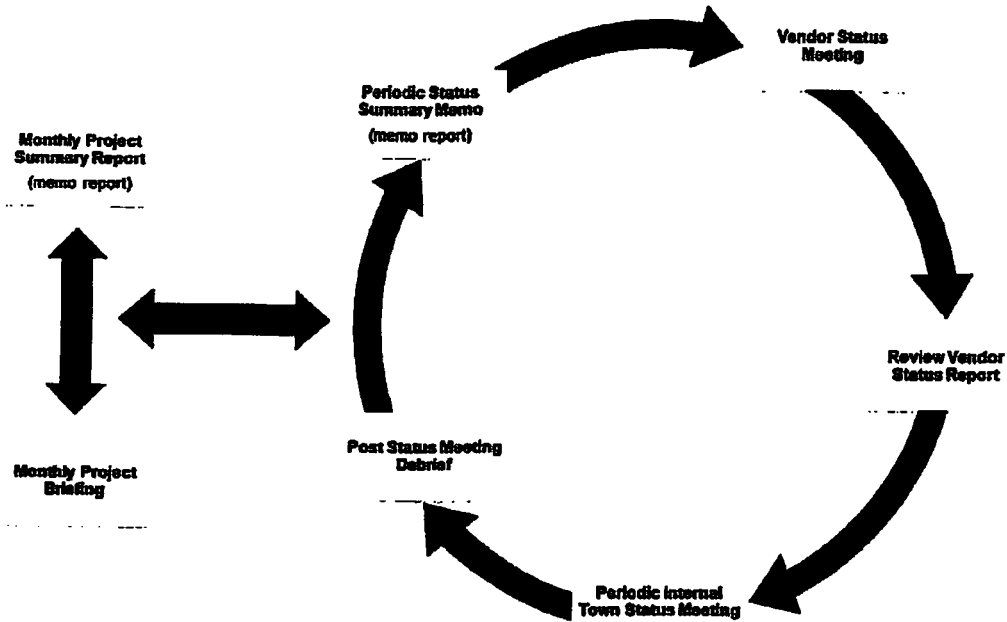
Assist the City Project Manager in ensuring the tasks/next steps assigned to both the Vendor and the City from the previous Vendor's Status Meeting have been achieved.
 Assist the City Project Manager in discussing any issues or items that have occurred or have been experienced since the previous Vendor's Status Meeting.
 Assist the City Project Manager in presenting upcoming tasks and deliverables, including any control points/milestones that require acceptance/sign-off by the City. This will also include the identification of individuals/parties assigned to these tasks.
 Review any relevant risks, concerns, and other observations that may affect the timeline or budget, or impact the potential success of any upcoming task/event.

- 8 **Project Manager/ClientFirst Debrief** - A post Internal Status Meeting debrief between the City Project Manager and ClientFirst to sync-up on project status, upcoming tasks, activities, and responsibilities, as well as discuss options for risk mitigation and issues resolution.
- 9 **Periodic Status Summary Report (Memo)** - Support the City Project Manager in preparing the Status Memo using the ClientFirst provided template. This Status Memo will include a summary of observations and recommendations as an outcome of the Internal Status Meeting and post Status Meeting Debrief.
- 10 **Weekly Project Oversight/Management Assistance Activities** - General assistance, including miscellaneous oversight activities and email communications. Also provide a vendor invoice review (if/ or as necessary).

Monthly Activities - Note: Monthly hours below are displayed in "weekly equivalents" for calculation purposes.

- 11 **Monthly Status Summary Report (memo)** - Provide the City with a monthly status report memo, including:
 - A list of critical milestones completed
 - Status of project schedule (ahead, on schedule, or behind) with relative notation
 - Status of project budget (under, on budget, or over) with relative notation
 - Comments and recommendations related to any observed anomalies, red flags, or obvious risks that may have a negative impact on the project schedule, the quality of project deliverables, or the budget
 - List of critical upcoming project steps with any necessary preparation recommendations
- 12 **Monthly Project Briefing** - Monthly meeting with the City Project Manager and City Executive Team to present a monthly status report.

Hours Summary		Total Hours	Steve	Alex / Jan
	Hours	10	2	8



Additional "As-Needed" Activities

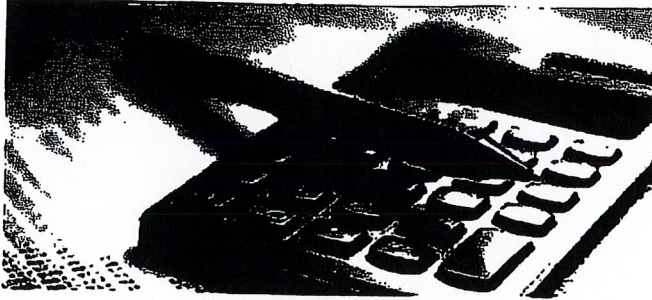
Activity	ERP Implementation Project Management Services Additional "As-Needed" Activities
	Additional "As-Needed" Activities
	Description: These "Additional Activities" represent services that <i>ClientFirst</i> can or will deliver if/when needed. Although numbered, the activities are not sequential and are not a full representation of all the services that can be provided.
	General
	<ol style="list-style-type: none"> 1 Work with the Project Manager, Project Team, and City Management, along with the vendor, to escalate and resolve delayed task assignments. 2 If requested, mediate disputes or disagreements between the City and the vendor. 3 Provide recommended action plans to resolve or mitigate any of the above anomalies, risks, or red flags. 4 Attend Critical Working Sessions with the Project Manager and Project Team to provide additional oversight for higher-risk tasks.
	Business Processes and Workflows
	<ol style="list-style-type: none"> 5 Conduct review meetings/workshops with the City to document business workflows and reviews that will be used in system setup and parameter configuration.
	Data Conversion
	<ol style="list-style-type: none"> 6 Hands-on assistance with legacy data extracts. 7 Hands-on assistance in legacy data clean-up or scrubbing. 8 Hands-on assistance in formatting legacy data to meet new vendors required formats.
	Training
	<ol style="list-style-type: none"> 9 End User Training - Scheduling, coordination, participation, follow-up, process reviews 10 Participate in or conduct vendor training follow-up meetings.

Activity ERP Implementation Project Management Services
Additional As-Needed Activities

- 11 Develop testing and implementation acceptance plans.
- Interface/Integration**
- 12 Review and assist with finalization of Interface/Integration design and delivery review.
- Modifications/Enhancements**
- 13 Review and assist with Modification/Enhancement design documentation.
- Reporting**
- 14 Identify and document all unique custom reporting requirements of IPD and identify the tools (Crystal Reports, SSRS, Vendor analytics application) and means by which these reports will be generated.
- Project Quality Control and Acceptance Testing**
- 15 Execute and monitor acceptance test plan reviews.
- 16 Cutover hour-by-hour planning.
- Readiness Review and Cutover Planning**
- 17 Vendor Readiness Review Demonstration
- 18 Acceptance Test Plan Completion
- 19 Cutover Plan Finalization
- 20 End-User Training Plan, Custom Doc/Materials, and Coordination/Scheduling
- 21 Final critical issue resolution
- Go-Live and Issue Resolution**
- 22 Go-Live preparations and coordination.
- 23 After Go-Live support and issue resolution.
- Project Closeout**
- 24 Project Closure - Final issue resolutions. Monthly team meetings may be desirable post Go-Live.
- 25 Project Closure Report - Final accounting, future recommendations, lessons learned.
- Post-Implementation Review**
- 26 Conduct a lessons learned session one month after Go-Live.
- 27 Conduct post-implementation interviews and workshops (6-12 months after Go-Live).
- 28 Provide post-implementation Review Report highlighting fulfillment, gaps, and gap closure strategies.
- Executive Communication**
- 29 Provide updates and presentation meetings to City Executive Management and/or elected officials, as necessary.
- 30 Assist the City's Public Information Officer in preparing communications to the media, elected officials, other outside agencies, and community members related to the system implementation, as deemed appropriate by the City Executive Stakeholders.

ERP Implementation Project Management Oversight

The fee information for the project is summarized in this section. We structure our fees to be affordable and match them to the Work Plan so the hours and deliverables are clearly understood.



Fee Information

Fee Summary

Our fees are based upon actual time spent on a project at our standard rates. Our fee estimate is based upon the scope, approach, and work plan(s) outlined in this proposal. Our estimated fees are based on the current project schedule. Should the project be delayed or extended, our fees may change. If City staff change significantly during a project, our fees may change based on the additional work required to maintain project continuity (see component 3). Additional days or hours required by the City will be approved in advance and billed at the agreed hourly rate. A summary of the fees is outlined in the tables below.

12-Month Project Implementation Oversight Estimate		
Cost Category	Comments	Budgetary Estimates
Project Initiation/Coordination and Recurring Project Oversight	12-Month Budget - Project initiation and vendor analysis/discovery for an estimated two phases (Financials and Human Capital Management)	\$74,302.80
Additional "As-Needed Activities"	Optional - These items are optional and dependent on the City's needs, and will only be delivered with the City's confirmation and approval.	To be delivered only per Agency's request
Travel Expenses	12-Month Budget - For On-site Travel Estimate	\$7,700
TOTAL		\$82,003
12-Month Budget Estimate		

Note: The first two phases of the Tyler New World implementation is estimated at 18-19 months. The City will need to appropriate additional funding in the following fiscal year if additional project management assistance is required.

Summary Rates	
Consultant Level	Hourly Rate
Partner/Project Director	\$195
Project Oversight Manager	\$130
Implementation Consultant	\$130

Project Start

We can begin the initial activities related to this project, such as project coordination and scheduling, within 1-2 weeks of finalizing an agreement regarding this proposal.

Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

Payment Terms

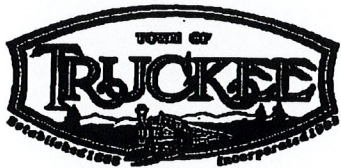
We invoice monthly as work proceeds. *CLIENTFIRST* will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt, via check or ACH.

Additional Services/Purchases by Other Seeking Public Agencies

CLIENTFIRST acknowledges that other public agencies may seek to "piggy-back" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract. *CLIENTFIRST* has the option to agree or disagree to allow contract piggy-backs on a case-by-case basis. Before a seeking public agency can piggy-back any contract, the seeking agency must first obtain *CLIENTFIRST*'s written approval.

ERP Implementation Project Management Oversight

We believe our clients are our best salespeople. The references listed are examples of clients with similar needs. As seen on the following pages, each of these clients has been happy with our performance and retained our services many times. We pride ourselves on client satisfaction and strive to maintain long-term relationships with our clients as partners.



References

Engagement References



Town of Truckee (population fluctuation 16,533 – 50,000+)

10183 Truckee Airport Road, Truckee, CA 96161

Chrissy Earnhardt, Administrative Services Manager

530.582.2935

cearnhardt@townoftruckee.com

- Tyler New World ERP Implementation Project Oversight with assistance and mentoring of Town's project Manager. Services included assistance to implement the following ERP suites:
 - Financials
 - People Management (HR, Payroll, etc.)
 - Land Management (Planning, Permitting, Inspections, Code Enforcement, etc.)



City of Corona (population 167,836)

400 S. Vicentia Ave., Suite 220, Corona, CA 92882

Mike Enriquez, Development and Support Manager

951.279.3742

Mike.Enriquez@ci.corona.ca.us

Chris McMasters, Chief Information Officer

951.279.3513

Chris.McMasters@ci.corona.ca.us

- Superior TRAKIT ERP Implementation Project Oversight services, including the following ERP suites:
 - Land Management (Planning, Permitting, Inspections, Code Enforcement, etc.)



Village of Oswego (population 34,833)

100 Parkers Mill, Oswego, IL 60543

Joe Renzetti, IT & GIS Manager (ERP Project Manager)

630.551.2331

jRenzetti@oswegoil.org

Mark Horton, Finance Director

630.551.2325

mhorton@oswegoil.org

- Tyler ERP Implementation Project Oversight with assistance and mentoring of the City's project manager. Services included assistance to implement the following ERP suites:
 - Financials
 - People Management (HR, Payroll, etc.)
 - EnerGov Land Management (Planning, Permitting, Inspections, Code Enforcement, etc.)
 - EAM - Work Orders and Infrastructure Management



Village of Westmont (population 24,756)

31 West Quincy Street, Westmont, IL 60559

Spencer Parker, Finance Director

630.981.6230

sparker@westmont.il.gov

Glen Liljeberg, IT Manager

630.981.6241

glijeborg@westmont.il.gov

- Tyler ERP Implementation Project Oversight services, including the following ERP suites:
 - Financials
 - People Management (HR, Payroll, etc.)
 - EnerGov Land Management (Planning, Permitting, Inspections, Code Enforcement, etc.)
 - EAM - Work Orders and Infrastructure Management

ERP Implementation Project Management Oversight

The personnel selected for this engagement are experts in their given disciplines, chosen according to the specific needs of this project, working as an integrated team to provide end-to-end consulting and support services. Detailed profiles for each Project Team member are found in this section.

City Project
Manager/Coordinator

Steve Robichaud
ClientFirst Project Director

Alex Mercado
Project Oversight Manager

Jan Jakobsen
ERP Implementation Subject
Matter Expert

Project Team

Team Member Roles

Project Director Quality Assurance – Steve Robichaud

The Project Director oversees client relationships and directs high-level project activities and general project coordination. This individual is typically a partner or senior manager within the firm. This individual plays an important role in quality control and quality assurance (QA). In this QA role, this person reviews the project status on a regular basis and reviews the project deliverables.

Project Oversight Manager – Alex Mercado

The Project Manager oversees the day-to-day *CLIENTFIRST* project activities and management of the deliverables. This person also directs the other *CLIENTFIRST* project team members assigned to the project and is the primary day-to-day contact for the client and the client's assigned internal project manager.

Senior Implementation Advisor/Consultant – Jan Jakobsen

Due to the critical nature of implementation projects, *CLIENTFIRST* assigns a senior manager within the firm to provide additional implementation consulting assistance as well as any additional project recommendations and advice that may be required on an as needed basis.

City-Assigned Project Manager(s)/Coordinator(s)

The City will also be responsible for assigning a Project Manager that will work together with the *CLIENTFIRST* Project Oversight Manager. This person will also be responsible for coordinating City resources during the conduct of the project and will assure that City responsibilities are fulfilled per the project schedule and work plan.

Steve Robichaud

Partner – Applications Consulting Practice Leader

Steve Robichaud has been advising local governments on their information technology needs for over 25 years. He was also the former Chief Executive and General Manager of a local government enterprise software provider. He specializes in business processes, operations, and implementation oversight with the objective of applying technology to meeting mission-critical goals and objectives, and the ability to measure these achievements

Mr. Robichaud's executive leadership experience, operational turnaround success and long-term involvement with numerous local governments across the country has equipped him with the foundation to advise organizations at all levels, from executive leadership to staff.

Having worked in government and the private sector, Mr. Robichaud also brings an understanding, perspective, and ability to manage all the parties necessary for delivering lasting operational success using technology.

Highlights

- Former Director of National Government IT Consulting for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Regional Government Manager for a national recovery/availability services vendor providing hot-site, collocations, managed services, and disaster recovery consulting services
- Former President and General Manager for a leading national provider of justice software solutions
- Featured speaker for the Illinois/Wisconsin Joint GFOA Annual Conference on the topic of "Strategic Information Technology Master Planning"
- National leader in delivering new government solution implementations for a top-name hardware manufacturer and software-solution company
- More than 20 years of working with hundreds of public-sector agencies nationally

Agency Experience

City of Burbank	City of West Des Moines
City of Chino	City of West St. Paul
City of Colton	City of Wood Dale
City of Corona	County of Anoka
City of Dublin	County of Buncombe
City of Foster City	County of Manassas
City of Fresno	County of Manassas
City of Glendale	County of Mendocino
City of Glendora	County of Nye
City of Healdsburg	County of Orange
City of Hemet	County of Pinellas
City of Indio	Eastern Band of Cherokee Indians
City of Joliet	Town of Graton
City of La Habra	Town of Truckee
City of Menlo Park	Town of Wallingford
City of Miami Springs	Village of Northbrook
City of Palm Desert	Village of Oswego
City of Palmdale	Village of Westmont
City of Piedmont	Graton Public Schools
City of Rancho Mirage	Cedar Falls Utilities
City of Redlands	Chino Police Department
City of Rialto	Connecticut Lottery
City of Riviera Beach	Hemet Police Department
City of San Gabriel	Indianapolis Public Library
City of San Jacinto	Midpeninsula Regional Open Space District
City of San Pablo	Missouri Basin Municipal Power
City of Sierra Madre	NEMESIS Cooperative
City of Sioux Falls	NYC Department of Health & Hygiene
City of South Gate	
City of South San Francisco	
City of West Covina	

Rancho Municipal Water District
 Redlands Police Department
 Rincon del Diablo Municipal Water District
 San Bernardino Municipal Water
 Wallingford Public Utilities
 Western Municipal Water District
 Whiteside County ETSB

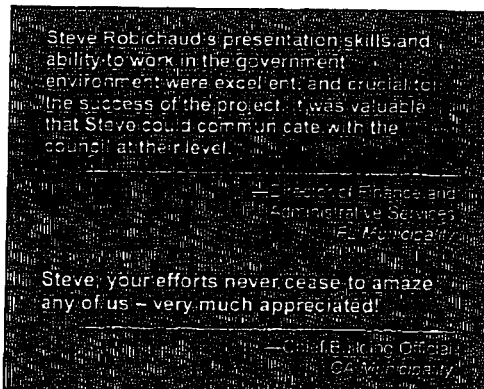


CREDENTIALS, DEGREES, AND AFFILIATIONS

- Business Continuity Certified Planner (BCCP)
- Bachelor of Arts, Political Science and Business Administration, Moorhead State University

SPECIALTIES

- Executive Management Technology Advice
- Information Technology Master Planning
- Business Process Review and Improvement
- Application Requirements Definition
- Software System Selection Assistance
- Project Management and Oversight
- Conversion Assistance and Planning
- Contract Reviews and Negotiations
- Disaster Recovery Planning



Alex Mercado, CAPM, CCBA

Senior Consultant, Enterprise Applications

Alex specializes in business process reviews and ERP application consulting. His experience includes assessment, planning, implementation, configuration, integration, upgrades, customization, testing, documentation, and project management assistance related to enterprise applications. In addition to his ERP implementation experience, Alex also has experience as a business analyst in assisting public-sector clients with their needs assessment and software selection and applications requirements.



CREDENTIALS, DEGREES, AND AFFILIATIONS

- California State University, Fullerton, CA – Bachelor of Arts in Business Administration
- Concentrations: Accounting and Information Systems and Decisions Sciences
- Project Management Institute Member – California Inland Empire Chapter
- Certified Associate in Project Management (CAPM) ®
- Certified ITIL Foundation V3
- Certification of Competency in Business Analysis (CCBA)

SPECIALTIES

- Public-sector departmental operations and application systems analysis
- Process reviews and application improvements
- Workflow analysis and mapping
- Developing functional business requirements
- Implementation project management
- Implementation assistance including analysis workshops, change control, conversions, setup and configurations, testing, reporting, and troubleshooting

Highlights

- Participated in numerous system selection engagements for agencies of various sizes
- Has extensive knowledge of business and technical processes pertaining to enterprise applications
- Documented business/needs requirements while taking into consideration clients' detailed needs for implementation
- Assisted numerous end users across multiple agencies with implementation tasks as a third-party implementation resource
- Holds certifications that span across technical, business analysis, and project management areas
- Facilitated gap analyses and configured improvements to existing client systems

Agency Experience

- | | |
|-------------------------|--|
| City of Batavia | Town of Southern Pines |
| City of Bloomington | Village of Oswego |
| City of Burbank | Marion County/Indianapolis Public |
| City of Colton | Libraries |
| City of Corona | Consolidated High School District 230, |
| City of Coronado | Orland Park |
| City of Dublin | Salt Creek School District 48 |
| City of Foster City | West Covina Unified School District |
| City of Glendora | Castro Valley Sanitary District |
| City of Healdsburg | Midpeninsula Regional Open Space |
| City of La Puente | District |
| City of Lake Forest | Naperville Park District |
| City of Menlo Park | Ramona Municipal Water District |
| City of Palm Desert | Rincon del Diablo Municipal Water District |
| City of Palmdale | San Bernardino Municipal Water |
| City of Piedmont | Department |
| City of Rancho Mirage | Southern California Association of |
| City of Redlands | Governments |
| City of Rialto | Western Municipal Water District |
| City of Riviera Beach | |
| City of San Gabriel | |
| City of San Pablo | |
| City of Sierra Madre | |
| City of Simi Valley | |
| City of Tustin | |
| City of West Covina | |
| City of West Des Moines | |
| County of Orange | |
| County of Buncombe | |
| Town of Danville | |
| Town of Truckee | |
| Town of Groton | |

CCBA Certification of Competency
 in Business Analysis®



Alex has been a tremendous help on this project, and I would hate to lose his help and expertise.

—T. Mahoney
 CA Municipality

The visits with Alex were extremely helpful, and we have made huge progress.

—D.C.
 CA Municipality

Jan Jakobsen

Senior Consultant, Enterprise Applications

Jan Jakobsen specializes in software system selections and implementations and support. She has over 25 years of experience in the information technology arena in application development and implementation, business process improvement, and project management around ERP systems.

Ms. Jakobsen has worked for many organizations, providing information technology solutions in the areas of finance, enterprise resource planning, and system infrastructure. She has performed as project manager for software implementations of systems, encompassing enterprise resource planning, product data management, work orders, customer relationship management, general ledger, and human resources. Skilled in all facets of the project life-cycle for both custom and package application software, she has experience with functional and technical requirements development, requests for proposals and system evaluation, gap analysis, system analysis, design, specifications, unit and system testing, implementation planning, execution, lessons learned, and system documentation. She has experience with process design and redesign for single-site systems, as well as development and implementation of consistent processes for multiple sites worldwide. These business improvement and process consistency efforts have created significant costs savings through more-efficient business processes and have reduced overall implementation costs.

Highlights

- Project oversight and management services for multiple municipal implementations, including financials, human resources, community development, utilities, public works, etc.
- ERP implementation and project management for Fortune 100 and 500 company
- Industry experience includes districts, municipalities, non-profit organizations, and private sector

Agency Experience

City of Brentwood	Village of Libertyville
City of Corona	Village of Lincolnwood
City of Dublin	Village of Northfield
City of La Puente	Village of Oswego
City of Laguna Niguel	Village of Westmont
City of Rancho Mirage	Indianapolis Public Libraries
City of Redlands	School District 129 West Aurora
City of Riato	School District 158 Algonquin
City of Seal Beach	School District 230 Orland Park
City of Simi Valley	School District 308 Oswego
County of Orange	School District 46 Elgin
Town of Danville	School District 57 Mount Prospect
Town of Truckee	School District 64 Park Ridge-Niles
City of Bloomington	School District 96 Riverside
City of Lake Forest	
City of West Des Moines	
Eastern Band of Cherokee Indians	
Town of Southern Pines	
Village of Libertyville	
Village of Lincolnwood	
Village of Northfield	
Village of Oswego	
Village of Westmont	
Eastern Band of Cherokee Indians	
Town of Southern Pines	

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Master of Science in Management from Cardinal Stritch University
- Bachelor of Science in Computer Science from Northern Illinois University

SPECIALTIES

- Project Management
- Systems Needs Analysis
- Software System Selection and Implementation
- Conversion and Interface Planning and Assistance
- Business Process Redesign
- University

Jan worked very well with the City. She provided good project oversight, and helped assure that everyone recognized the timelines and knew what they needed to accomplish.

—IS Director
IL Municipality

Dave, many thanks to you and Jan for the excellent demonstration process. I polled the participants and received a 100% confidence rating. Thank you all for being excellent partners.

—Treasurer
NG Municipality

David W. Krout, CPA *(Inactive)*

Partner – Management Consulting Practice Leader

David Krout has nearly 20 years of experience assisting local governments with a broad scope of information technology needs. He specializes in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the customer and the vendor

Mr. Krout's unique and diversified background in business management, accounting, and management consulting has given him the ability to collaborate with C-level executives and department staff from a practical, business-management perspective to maximize their IT utilization.

Having worked for a leading local government enterprise software provider, Mr. Krout brings a unique understanding of consulting, client representation, and vendor relationships to the collaboration between customers and software vendors.

Highlights

- Served on the National Committee for Information Technology for the Institute of Management Accountants
- Former President, Institute of Management Accountants, Inland Empire Chapter
- Former Government IT Consulting Manager for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Featured speaker for the California Society of Municipal Finance Officers (CSMFO) and Municipal Information Systems Association of California (MISAC)
- Project lead with dozens of public-sector agencies throughout the United States

Agency Experience

- | | | |
|-----------------------|---------------------------------|----------------------------------|
| City of Bloomington | City of San Gabriel | Castro Valley Sanitary District |
| City of Brentwood | City of San Jacinto | San Bernardino Municipal Water |
| City of Burbank | City of Shawnee | Cucamonga Valley Water |
| City of Burlington | City of Sierra Madre | District |
| City of Camarillo | City of Simi Valley | Gastonia Water & Power |
| City of Chico | City of South Gate | Glendale Water and Power |
| City of Colton | City of Tustin | Mesa Water District |
| City of Corona | City of West Covina | Midpeninsula Regional Open |
| City of Coronado | City of West Des Moines | Space District |
| City of Dublin | Town of Danville | Ramona Municipal Water District |
| City of Foster City | Town of Groton | Rincon del Diablo Municipal |
| City of Gastonia | Town of Truckee | Water District |
| City of Healdsburg | Village of Glencoe | Rosamond Community Services |
| City of Hemet | Village of Lincolnwood | District |
| City of Highland Park | Village of Northfield | Salisbury-Rowan Utilities |
| City of Indio | Village of Oswego | Southern California Coastal |
| City of La Habra | County of Buncombe | Water Research (SCWRP) |
| City of La Puente | County of Mendocino | Walnut Valley Water District |
| City of Laguna Niguel | County of Orange | Western Municipal Water District |
| City of Lake Forest | County of Riverside | |
| City of Lomita | County of San Bernardino | |
| City of Menlo Park | Mechoopda Indian Tribe | |
| City of Murietta | Eastern Band of Cherokee | |
| City of Palm Desert | Indians | |
| City of Palmdale | Colton Joint Unified School | |
| City of Piedmont | District | |
| City of Rancho Mirage | Lake Elsinore Unified School | |
| City of Redlands | District | |
| City of Rialto | Menifee Unified School District | |
| City of Riviera Beach | CA-NV American Water Works | |
| City of Rosemead | Association | |
| City of Salisbury | Castaic Lake Water Agency | |



CREDENTIALS, DEGREES, AND AFFILIATIONS

- Certified Public Accountant (CPA) *(inactive)*
- Bachelor of Science in Business Administration – Accounting, CSU San Bernardino

SPECIALTIES

- Business Process Reviews
- Applications Requirements Definition
- Applications Architecture
- Current System Needs Analysis and Improvement
- New Software Selection Assistance
- Strategic Master Technology Planning
- Project Management and Oversight
- Conversion Assistance and Planning
- Contract Reviews and Negotiations



Certified Public Accountant

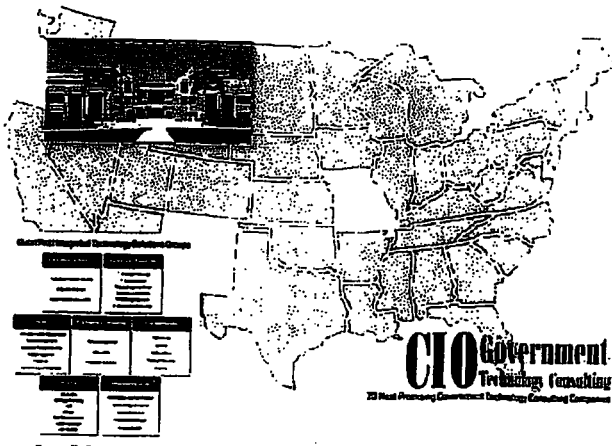
(Inactive)

It has been absolutely key to this project that *CLIENTFIRST*, especially Dave, knows the governmental environment, its limitations and its opportunities.

— Director of Administrative Services
CA Municipality

ERP Implementation Project Management Oversight

Our consultants have been assisting local governments with innovative technology solutions with *CLIENTFIRST* for 15 years, bringing with them many more years of experience in this field. Our risk-averse technology planning and the quality of service we provide our clients have resulted in numerous long-term business relationships. Our subject-matter experts offer a wide range of technology services that our clients often leverage to resolve specific issues.



CLIENTFIRST was extremely knowledgeable, and I felt I have learned more from my work with *CLIENTFIRST* than anyone else I've worked with in that capacity. I haven't met anyone else who's even close to *CLIENTFIRST* in their level of expertise.

—Director of Administrative Services
CA Municipality

CLIENTFIRST TECHNOLOGY CONSULTING
OPTIMAL TECHNOLOGY GUIDANCE

Firm Overview

Applications Consulting Practice Profile

CLIENTFIRST's enterprise applications consulting team has been conducting these specific types of assessments, process reviews, procurements, and implementation assistance for over 20 years, originating within RSM McGladrey, the nation's fifth-largest CPA/Consulting firm.

CLIENTFIRST leverages this experience to the client's advantage through a unique approach to software selection, which considers the vendor's perspective while working with clients to navigate the complexities of software needs assessment, selection, contract negotiation, and implementation.

We identify an organization's strategic, organizational, application, and functional requirements—specific to the client's business processes—to determine which solutions are the best fit for both customer and vendor. Our clients appreciate the honesty and diligence with which we conduct our projects, and many clients continue relying on our services after their first project with us.

From the beginning, I was impressed with how inclusive the process has been. I've never been associated with such a collaborative, cooperative, and engaged project. Outstanding process.

—City Manager
Software Selection

Application Consulting Services

PROCESS REVIEW

- Business Case Analysis
- Preliminary Needs Assessment & Recommendations
- Process Analysis and Documentation

SOFTWARE SELECTION

- Feature/Function Requirements Definitions
- Implementation Risk Assessments
- Change Management
- RFI/RFQ Development
- Vendor Analysis & Evaluations
- Demonstration Facilitation
- Contract Negotiations

IMPLEMENTATION ASSISTANCE

- Project Oversight
- Implementation Project Management
- Conversion Assistance
- Ad Hoc Report Writing Assistance
- Integration/Interface Assistance

APPLICATION IMPROVEMENT

- Assessment of Current Needs & Gaps
- Assessment of Features, Training, Support, & Reporting Issues
- RFI Documentation
- Vendor Proposal Review & Demonstration Management
- Contract Negotiations
- Change Management
- Risk Assessments
- Implementation Assistance

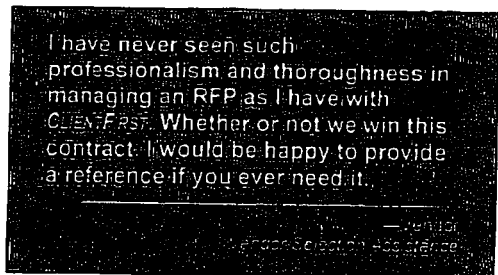
While we do provide specialized software selection and implementation services, we pride ourselves on our well-rounded practice and approach to these types of projects.

The level of risk and the probability of achieving a successful implementation is directly related to the amount of proper due diligence employed. At *CLIENTFIRST*, we take every possible step to decrease this risk level through best practices.

Because of the level of due diligence that we require, software vendors welcome the opportunity to respond to our RFP documents, giving your organization the chance to find the best functionality fit by evaluating an adequate number of qualified responses.

Departments / Functional Area Experience

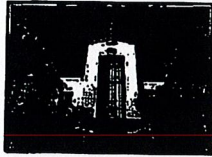
- | | |
|-------------------------------|------------------------|
| Council/Board | Parks & Recreation |
| Administration | Engineering |
| Building & Safety | GIS |
| City Clerk | Water & Waste Water |
| Finance | Sanitation |
| Fire | Field Operations |
| Library | Laboratories |
| Utility Billing | Environmental Sciences |
| Customer Service/Call Centers | Facilities |
| Payroll | Treatment Plants |
| Human Resources | Fleet Management |
| Planning | Engineering |
| Police | Warehousing |
| Purchasing | SCADA |
| Public Works | Information Systems |



Application Experience

- | | |
|------------------------|-------------------------------|
| General Ledger | CIS & Utility Billing |
| Budgeting | Customer Service/Call Centers |
| Project Accounting | Backflow |
| Grant Accounting | Service Orders |
| Accounts Receivable | Work Orders/Preventative |
| Cash Receipts | Maintenance |
| Purchasing & Receiving | Inventory Management |
| Bids Management | Fleet Management |
| Contract Management | Planning |
| Accounts Payable | Permitting |
| Fixed Assets | Inspection |
| Losses | Code Enforcement |
| Special Assessments | Land/Parcel/Address |
| Financial Reporting | Management |
| Ad Hoc Reporting | Computer-Aided Dispatch |
| Business Licensing | (CAD) |
| Applicant Tracking | Records Management |
| Human Resources | Mobile Computing |
| Employee Self-Service | Citizen Request Management |
| Benefits Tracking | GIS |
| Time & Attendance | Adjudication |
| Payroll | Citation Management |
| | Database Management |

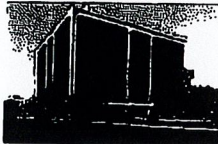
Government Technology



Focusing on local governments means that we understand the unique needs, processes, protocols, and political nuances involved in the industry. This understanding and experience ensures that our strategies and recommendations are practical in all respects.

Practice Locations

CLIENTFIRST is a national firm, with practices located in Illinois, North Carolina, Texas, and California.



Schaumburg, IL



Charlotte, NC



San Antonio, TX



Corona, CA

Business Management Approach

We understand that not all government executives are versed in the latest technology issues and opportunities. Therefore, our approach and deliverables provide a business-management perspective that allows the layperson the ability to understand the technology issues, strategies, and potential solutions required to make more informed business decisions.

Practical Recommendations

We believe in using technology as a tool to meet the agency's business objectives; we do not apply technology just for technology's sake. We are serious in our quest to provide clients with practical solutions that meet their individual requirements. Sometimes the proper solution includes cutting-edge technology. However, a cost-effective and practical solution using proven technology is often the most beneficial.

SAVE



Time



Money



Resources

INCREASE



Expertise



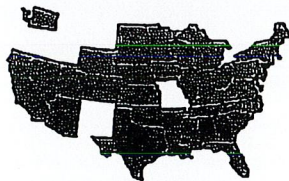
Service



Efficiency

True Independence

CLIENTFIRST believes in practicing true independence. We do not resell products, nor maintain relationships that would result in any add-on profit margins or referral fees. Our interest is in putting the client first by finding optimum solutions (i.e., the greatest value at lowest competitive cost) to meet their needs.



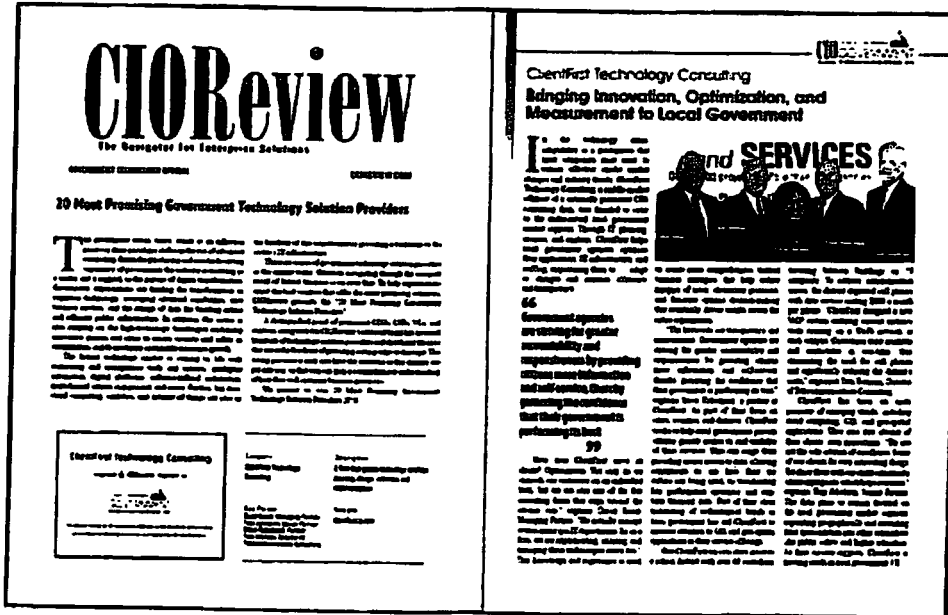
National Recognition

Our consultants are recognized nationally for their work by many of the industry's leading vendors. They appreciate the fairness and objectivity we demonstrate when dealing with their organizations.

Industry Recognition

CIO Review

CLIENTFIRST was featured in *CIO Review* as one of the "20 Most Promising Government Technology Solution Providers 2016".



National Speakers

CLIENTFIRST personnel have conducted educational sessions at national and local conferences such as CSMFO, MISAC, and GFOA, among others.



Amendment

This document amends the Professional Services Agreement dated and executed on August 12, 2019 between the City of Batavia (City) and ClientFirst Technology Consulting (ClientFirst). This Amendment extends the contract for one (1) year, reestablishing a term starting on August 12, 2020 and ending on August 12, 2021.

Fee Summary

ClientFirst fees are based upon actual time spent on a project at our standard rates. ClientFirst's fee estimate is based upon the scope, approach, and work plan(s) outlined in this document and the original Agreement. ClientFirst's estimated fees are based on the current Tyler New World project schedule. Should the project be delayed or extended, our fees may change. If City staff changes significantly during a project, our fees may change based on the additional work required to maintain project continuity (see "Additional As-Needed Activities" as documented in the original Agreement). Additional days or hours required by the City will be approved in advance. A summary of the fees is outlined in the tables below.

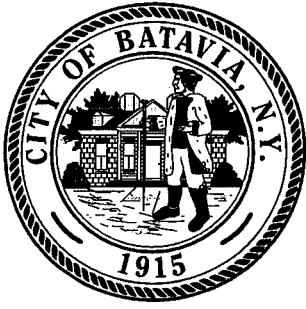
12-Month Project Implementation Oversight Estimate		
Cost Category	Comments	Budgetary Estimates
Project Coordination and Recurring Oversight	Project initiation and vendor analysis/discovery for an estimated two phases (Financials and Human Capital Management)	\$82,616
Additional "As-Needed Activities"	Optional - These items are optional and dependent on the City's needs and will only be delivered with the City's confirmation and approval.	To be delivered only per Agency's request
Travel Expenses	Budget - For On-site Travel Estimate	\$5,240
TOTAL (12-Month Budget Estimate)		\$87,856

Summary Rates	
Consultant Level	Hourly Rate
Partner/Project Director	\$195
Project Oversight Manager	\$150
Implementation Consultant	\$150

Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.



City of Batavia

Memorandum

To: Honorable Members of the Batavia City Council

From: Rachael J. Tabelski, MPA, Acting City Manager

Date: July 31, 2020

Subject: Tax Collection Software Contract

In 2018 the City Council passed a resolution formalizing the Enterprise Resource Planning (ERP) software project as a capital project and authorized a general obligation bond to finance the purchase, not to exceed \$800,000. The project financing was issued under a Bond Anticipation Note (BAN) with the anticipation of permanently bonding, which is likely to occur this fall.

In August of 2019 the City of Batavia council formally approved moving forward with the purchase and implementation of the ERP software contracting with Tyler Technologies to build, develop and implement the New World software package. The software purchased for financial management did not include a program for tax collection, however during the Request for Proposal (RFP) process Systems East was identified and selected to provide the needed tax collection software for the City.

The third-party tax collection software from Systems East would be added as a separate software to the Tyler New World financial management software during the implementation process and will integrate with the cashing software the City will use for collections of tax bills.

The setup, data imports, and training for the software total \$42,921 and the ongoing maintenance and support for hosting will cost \$6,240 annually. The annual cost for the software was budgeted for in the FY 20-21 budget.

I recommend that City Council pass the accompanying resolution authorizing the Systems East Agreement and purchase of the tax collection software.

#-2020

A RESOLUTION ENTERING INTO AN AGREEMENT FOR APPLICATION SOFTWARE AND SUPPORT SERVICES WITH SYSTEMS EAST TAX COLLECTION SOFTWARE

Motion of Councilmember

WHEREAS, the City of Batavia City Council has previously approved the purchase and installation of computer software to implement an integrated enterprise resource planning (ERP) system to utilize best practices, automated workflow, project management tools and other suitable applications; and

WHEREAS, the City completed a procurement process in conjunction with its consultants to purchase the software that would best fit the City's needs; and

WHEREAS, The City anticipated that a third-party tax collection software from Systems East would be added as a separate software to the Tyler New World financial management software during the implementation process; and

WHEREAS, City has committed the necessary funds for the purchase, installation, interface and implementation of the tax collection software system; and

WHEREAS, The City will expend \$42,921, as part of the ERP Capital Project, for Tax Collection Software provided by Systems East Inc.; and

WHEREAS, the ongoing maintenance and support for hosting will be \$6,240 annually, and was budgeted for in the FY 20-21 budget.

THEREFORE, BE IT RESOLVED, by the City Council of the City of Batavia, approves the purchase of Tax Collection Software from Systems East Inc. and authorizes the Council President to sign the Agreement for Application Software and Support Services.

**Seconded by Councilmember
And on roll call**

City of Batavia

**Agreement for
Application Software and
Support Services**

Prepared July 8, 2020





July 8, 2020

Ms. Lisa Neary, Deputy Director of Finance
City of Batavia
1 Batavia City Center
Batavia, New York 14020

Dear Ms. Neary,

Enclosed is the agreement for software support and maintenance for the coming year. As in years past, we offer an economical method for providing required and requested revisions, enhancements, and support for the major software applications you previously acquired from Systems East and continue to employ.

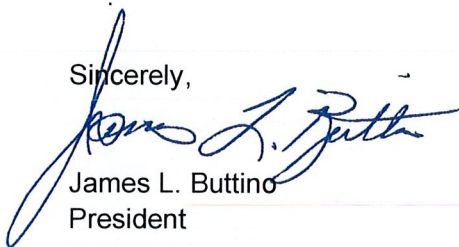
Beyond the services performed specifically for your site, this maintenance agreement entitles you to all software enhancements related to applications that play a vital role in your data processing plan as they continue to allow you and your staff to take advantage of contemporary and cost effective web- and cloud-based technology.

As part of this agreement, Systems East will continue to be available to assist you in your general use our cloud-based products licensed pursuant to an earlier agreement as well as in the resolution of problems if and as required.

I once again wish to personally express my appreciation for the opportunity of serving you, your staff, and your associates. We all look forward to continuing this productive relationship into the future.

If any questions or concerns arise as a result of the information contained herein, please remember that we remain continually at your disposal.

Sincerely,



James L. Buttino
President

JLB/jd

Section 1: Scope of Services

Services to be provided by Systems East shall include the following:

Part 1: Application Maintenance and Support

Throughout the course of any given calendar year, several modifications and enhancements of varying magnitude are made to software applications and associated satellites and modules supported pursuant to this agreement. Such revisions are made in response to requests or requirements submitted by clients, modified guidelines suggested or mandated by the generally accepted accounting procedures, completion of application modules, addition of features, and correction of program aberrations.

Systems East will, on a timely basis, convey to the municipality any new programs, modifications or enhancements relating to the application systems set forth in Section 4 of this agreement. Such programs, modifications, or enhancements will be delivered on media compatible with the requirements of the municipality. Revisions will be accompanied by a release document setting forth the procedures for proper installation. The release document shall also describe the changes, use thereof, and their effect, if any, on system use, functionality or performance. This applies to any relevant enhancements conveyed to the municipality regardless of their origin or purpose. Enhancements of all natures shall, where applicable, include revisions to supplied documentation or manuals as appropriate.

With regard to the various operational integrated applications, Systems East will assist the municipality in establishing and maintaining the necessary physical and software links as required for the continued effective operations of all systems. These procedures play a critical role in the proper transcription of information between applications.

Part 2: Cloud Hosting of Application and Data

Systems East shall be responsible for securing and maintaining the cloud-based environment which hosts the licensed application software and the information in the possession of Systems East applications, and for providing reliable access thereto by the municipality. Systems East understands that information hosted on its platform is and shall remain the property of the municipality, that systems East operates as a fiduciary hereunder, and that it shall not sell or otherwise release hosted information except in accordance with the prescribed functionality of the hosted application software.

Part 3: Consultation, Training, and General System Support

Systems East will provide the following areas of ongoing support to the municipality regarding software provided by Systems East and the Windows network currently operational within the municipality:

- **General Support:** Systems East will continue to be available to the municipality as required to assist in general system operation, report distribution and filing, on-line data retrieval, and other areas of system functionality. Systems East personnel will be available for consultation and/or training regarding fundamental use of the any and all products supplied and/or supported by Systems East.
- **Program Support:** Systems East will provide software support when and if required in the event of any problems directly related to or caused by programs provided to the municipality pursuant to this or any previous agreement between the municipality and Systems East. Systems East will, in the event of malfunction or failure of any software component or program provided by Systems East, effect and install timely correction to the program or programs involved in such failure.

- **Data Recovery:** In the event that significant data loss or disruption occurs due to failure or malfunction of a program or programs designed and developed by Systems East and provided pursuant to this or any previous agreement between Systems East and the municipality, Systems East will provide guidance and assistance in the recovery of such lost or damaged data provided that notification to Systems East by the municipality of loss or disruption occurs within a reasonable time to prevent corruption or extinction of related backup files.
- **Windows Support:** Systems East will continue to be available to assist in the resolution of problems encountered as a result of the use of the Windows OS as it pertains to the products supported pursuant to this agreement. Through involvement in a number of such installations, Systems East is exposed to a variety of situations and problems. By conveying the encapsulated knowledge gained through such exposure, the municipality will in many instances be able to circumvent similar problems before they arise. In the event that they do, solutions are often at hand instead of days or possibly weeks away.
- **Information Technology Liaison Service:** Systems East will continue to provide services involving the coordination of the needs and efforts of the municipality with the scheduling and operational considerations of the departments served pursuant to this agreement.

Section 2: General Considerations

Systems East and the municipality agree to abide by the following general considerations:

- When on-site software installation and/or testing is required, it is expected that adequate computer time will be provided to Systems East staff members between the hours of 8:00am and 5:00pm, Monday through Friday (holidays excluded) as required to accomplish the specified tasks on a timely basis. Machine utilization time frames will be arranged through a coordinated effort between Systems East and the municipality's designated Information Systems Liaison.
- The municipality is expected to provide one technically oriented staff member to serve as project liaison. This person will be instructed how to deal with software releases and notifications, and kept abreast of the status of the various aspects of the entire project. Said staff member shall have a general knowledge of the Windows operating system.
- When installing new or revised programs, data files, or batch files, Systems East shall conform to the standards of the municipality's existing data processing environment with regard to file placement in effect at the time of such installation.
- The municipality shall not be bound to the use of any or all products conveyed as a result of this contract. It is understood that the municipality may wish to maintain its own versions of systems or programs involving certain functions and shall be allowed to do so.
- Systems East recognizes the fact that municipal production runs shall have priority over any and all systems development and implementation efforts.
- Systems East recognizes that computer hardware in any municipality is to be used solely for data processing purposes specifically aimed at satisfying the needs of the respective municipality's governmental operations.
- Systems East shall provide technically competent personnel as required to satisfy obligations involved in this contract. No person shall be allowed access to municipal data processing equipment unless he/she possesses the knowledge and skills necessary to safely and effectively program/operate said equipment.
- Conveyance of this network-oriented software must be preceded by the installation of all support products and equipment normally associated with the use and support of such software including but not necessarily limited to operating systems, database management software, source program text editors, a modem, and communications management software. The municipality shall be responsible for purchasing, leasing, or otherwise obtaining same.
- All software products supplied and/or supported by Systems East shall be treated and considered as proprietary information regardless of the contract period. Acceptance of this contract entitles the municipality to the full and unlimited use of any and all software supplied provided said program products are used on location at the municipal office building on one file server in support of government operations. No dissemination of program products conveyed as a result of this contract shall be permitted by municipal employees or agents without express written consent from Systems East. The specific list of products shall include programs, batch files, icons, documentation, and other materials related to the application systems and software delivered or supported as a part of this agreement as set forth in Section 4 hereof and any additional products developed and delivered to the municipality by Systems East pursuant to this or any previous agreement.
- The municipality is entitled to a permanent license for use of all software developed by Systems East and specifically mentioned in Section 4 herein regardless of the status of any maintenance agreement with Systems East.

- It is understood and agreed by the parties hereto that all claims for payment by Systems East hereunder are expressly made subject to monies made available for this agreement through budget adoption or transfer of funds and that the municipality shall incur no liability for any such payments beyond the monies so appropriated. It is further understood that this agreement and acceptance of relevant services provided pursuant to same shall in no way cause an obligation on the part of the municipality to consider similar agreements in the future or appropriate monies for such agreements.
- In the event that maintenance or support is required for products developed by Systems East, Inc. and licensed to the municipality but not included in the scope of this agreement, services shall be available to the municipality at our prevailing hourly rate, provided such products are still actively supported by Systems East, Inc. Notification to Systems East, Inc is to be in writing or by delivery of a signed Systems East work order. Systems East, Inc. will provide estimates in advance upon request.
- In the event that this agreement for services is not executed by the indicated service commencement date with at least one original copy on file at the offices of both parties hereto, and further in the event that the municipality either requests or accepts services performed by Systems East in good faith during the calendar year for which such services would be purchased hereunder, it is understood that monies owed by the municipalities to Systems East as described in the "Statement of Acceptance" herein shall become due and payable in accordance as set forth therein.
- This agreement may be terminated through written notification to Systems East. In the event that the municipality is desirous of effecting such premature termination, written notice of such intent, signed by the appropriate duly authorized municipal officer, shall be delivered to the Cortland Office of Systems East via certified mail at least 60 days prior to the date of such intended cancellation. Further and in the event of such premature cancellation, the municipality agrees to pay to Systems East all monies as described and set forth herein for uninterrupted months in which services were provided. The amount due to Systems East for the final (partial) month of service shall be derived by dividing the calendar day of the month of cancellation by the number of days in the month of cancellation, such quotient being multiplied by the monthly fee set forth herein.

Section 3: Benefits of Subscription

By enrolling in this support and development plan the municipality is assured of the following benefits.

- **Improved Information Systems Cost/Performance Ratio:** Systems East provides staff experienced in relevant areas such as information technology, accounting, real property tax administration, and many other functions common to the municipal environment, yet these services are available at a cost far less than a programmer/analyst position.
- **Increased Level of Sophistication:** Systems East will continue to provide only high quality user oriented software aimed at increasing productivity and reducing costs. All software products are extensively tested and packaged before being released to our user base.
- **Increased Staff Mobility and Productivity:** Any IT staff member will eventually reach a point of saturation as system workloads increase. By relieving the programmer/analyst of the task of maintaining or modifying operational software, Systems East enables your existing staff to engage in other equally productive activities.
- **Conservation of Tax Dollars through Reduction in Redundant Efforts:** Programs licensed through Systems East will be written or modified only once, yet their benefits will be realized by all subscribing municipalities. Subscribers conserve funds by contributing towards only a portion of the related costs instead of bearing the entire burden.
- **Participation in the Systems East Shared Services Model:** Systems East recognizes that your continuing commitment to information technology requires a sizable investment. Shared Services provide an economically feasible pathway for timely achievement of goals relating to application software deployment and support. We have found that is best be achieved by:
 - » Researching, incorporating, and deploying contemporary, cost-effective technology
 - » Providing and maintaining effective vertical application software, eliminating the need for costly software design and development staff in your municipality
 - » Pooling efforts to eliminate redundancy
 - » Demonstrating additional methods of effective software, staff, and equipment utilization
 - » Employing the use of software products aimed at increasing both end-user and machine productivity.
 - » Disbursing the cost of services over several participating clients.

We are confident that you will continue to realize how these and other benefits far outweigh the cost of subscription.

Section 4: Contractual Term and Cost

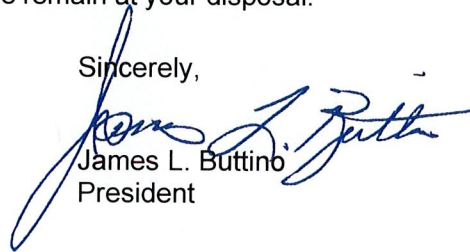
Services will be contracted for a period of twelve months commencing January 1, 2021. For the term, based on the categories and items mentioned in this proposal, we are able to offer the following at the fixed fee indicated:

- TCS.Web Support and Maintenance \$6,240.00

TOTAL: \$6,240.00 (expenses included)

We look forward to the opportunity of working with you and your associates. With direction and an effectively coordinated effort, it is possible to achieve impressive results at a fraction of the cost. If questions arise or additional information is required, we remain at your disposal.

Sincerely,



James L. Buttino
President

Section 5: Statement of Acceptance

WHEREAS, City of Batavia, New York has obtained automated data processing equipment capable of meeting the growing needs of the municipality, and

WHEREAS, City of Batavia currently and regularly uses various software systems developed, supplied, and supported by Systems East, Inc. of Cortland, New York, and

WHEREAS, City of Batavia is desirous of retaining Systems East for the purpose of software maintenance and general system support,

NOW, THEREFORE, it is mutually agreed as follows:

- Systems East, Inc. shall provide to City of Batavia the services outlined in the "SCOPE OF SERVICES" of the attached contract.
- City of Batavia and Systems East, Inc. shall both recognize and abide by the rules found in the "GENERAL CONSIDERATIONS" section of the attached contract.
- City of Batavia shall pay to Systems East, the amount of six thousand two hundred forty dollars (\$6, 240.00) for payment for services rendered as a result of this contract.
- This agreement shall terminate December 31, 2021.

CITY OF BATAVIA

(seal)

By: _____
[Name and title]

SYSTEMS EAST, INC.

(seal)

By: _____
James L. Buttino, President

EXHIBIT A

STANDARD TERMS AND CONDITIONS – SYSTEMS EAST, INC.

1. **Definitions.** The following capitalized terms used in this Agreement have the following meanings:

(a) "Agreement" means the Scope of Services and all attachments and exhibits.
(b) "Client" means the party entering into this agreement with Systems East, Inc..
(c) "Confidential Information" means information, other than Trade Secrets, that is of value to its owner and is treated as confidential.

(d) "Deliverables" means those deliverables specifically described in this Scope of Services or on any subsequent Work Authorization and all software documents, text, photographs, video, pictures, animation, sound recordings, computer programs, and any and all other works of authorship provided or developed by Systems East, Inc., its affiliates, sub-contractors, agents or licensors, together with all images, likenesses, voices, and other characteristics contained therein, including any and all Intellectual Property Rights therein delivered to Client pursuant to this Scope of Services and/or any subsequent Work Authorization.

(e) "Intellectual Property Right" and "Intellectual Property Rights" means: (a) all copyright rights under all copyright laws of the United States and all other countries for the full term thereof (and including all rights accruing by virtue of bilateral or international copyright treaties and conventions), including, but not limited to, all renewals, extensions, reversions or restorations of copyrights now or hereafter provided by law and all rights to make applications for copyright registrations and recordation's, regardless of the medium of fixation or means of expression; (b) all rights to and under new and useful inventions, all improvements thereof and all know-how related thereto, including all letters of Patent and applications for letters of Patent in the United States and all reissues, extensions, renewals, divisions and continuations (including continuations-in-part) thereof, for the full term thereof; (c) all trade secrets, know-how, trade dress, techniques, concepts, trademarks and service marks; and (d) all Confidential Information of the Parties.

(f) "Trade Secrets" means information which: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. **Copyright.** The Software is protected by United States Copyright law and trade secret law, and by international treaty provisions. All rights not expressly granted to Client herein are expressly reserved by Systems East, Inc. Client may not remove any proprietary notice of Systems East, Inc. from the Software.

3. **Warranties and Representations.**

(a) Client represents and warrants that it has the power and authority to enter into this Agreement. Client agrees to defend, indemnify, and hold harmless Systems East, Inc., its officers, directors, employees, agents and subcontractors for any losses, costs, damages, liabilities, and expenses (including attorneys' fees and court costs) arising out of any breach of these warranties and representations.

(b) Systems East, Inc. represents and warrants that: (1) it has the power and authority to enter into this Agreement; (2) that it will deliver the Services in a competent and

professional manner and in conformity with the timeline set forth in this Scope of Services. Systems East, Inc. agrees to defend, indemnify, and hold harmless Client, its officers, directors, and employees for any losses, costs, damages, liabilities, and expenses (including attorneys' fees and court costs) arising out of any claims, suits or proceedings alleging facts that would be a breach of these warranties and representations.

(c) SYSTEMS EAST, INC. RELIES ON THE INTERNET AND, THEREFORE, IS PROVIDED "AS IS" AND SYSTEMS EAST, INC. CANNOT AND DOES NOT GUARANTEE THE SOFTWARE WILL PERFORM ERROR-FREE OR BE ACCESSIBLE AT ALL TIMES. WITH THE EXCEPTION OF THE EXPRESS WARRANTIES SET FORTH IN SUBSECTION (b) OF THIS SECTION, SYSTEMS EAST, INC. DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Limitation of Liability.

(a) EXCEPT WITH RESPECT TO LIABILITY ARISING FROM SYSTEMS EAST, INC.'S NEGLIGENCE OR MISCONDUCT, IN NO EVENT WILL SYSTEMS EAST, INC. BE LIABLE TO CLIENT FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF CLIENT'S USE OF THE DELIVERABLE OR ANY OF THE SERVICES, EVEN IF SYSTEMS EAST, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SYSTEMS EAST, INC. DUTY TO INDEMNIFY THE CLIENT UNDER THIS PROVISION SHALL BE LIMITED TO THE AVAILABLE PROCEEDS OF INSURANCE COVERAGE.

(b) In the event Systems East, Inc.'s fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material or internet access, or by any other cause not reasonably within System East, Inc.'s control, this Scope of Services shall not terminate because of such prevention or delay.. Systems East, Inc. shall not be liable for breach of any provisions or implied covenants of this Scope of Services when such services are so prevented or delayed.

5. **Insurance.** Systems East, Inc. shall maintain a general liability policy and will provide the Client with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. Systems East, Inc. agrees to have City of Batavia named as "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.

6. Non-Disclosure and Confidentiality.

(a) Each party hereunder may disclose to the other party certain Proprietary Information of such party. For purposes of this Agreement, "Proprietary Information" means the other party's Trade Secrets and Confidential Information. "Owner" refers to the party disclosing Proprietary Information hereunder, whether such disclosure is directly from Owner or through Owner's employees or agents. "Recipient" refers to the party receiving any Proprietary Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents.

(b) Recipient agrees to hold the Proprietary Information disclosed by Owner in strictest confidence and not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information disclosed by Owner to any third party, or utilize the Proprietary

Information disclosed by Owner for any purpose whatsoever other than as expressly contemplated by this Agreement. With regard to the Trade Secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to the Confidential Information, the obligations in this Section shall continue for the term of this Agreement and shall survive the termination of this Agreement. The foregoing obligations shall not apply if and to the extent that: (i) the information communicated was already known to Recipient, without obligations to keep such information confidential, at the time of Recipient's receipt from Owner; (ii) the information communicated was received by Recipient in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; or (iii) the information communicated was publicly known at the time of Recipient's receipt from Owner or has become publicly known other than by a breach of this Agreement.

7. Term and Termination.

(a) The term of this Agreement shall continue until this Agreement is terminated pursuant to the terms of the Scope of Services as provided hereunder. Either Systems East, Inc. or Client may terminate this Agreement at any time upon the occurrence of one or more of the following events: (i) completion of services; (ii) end of any license term; (iii) mutual written agreement of the parties to terminate; (iv) upon petition by one of the parties for bankruptcy or assignment for benefit of creditors; or (v) upon the other party's breach of any of its representations, warranties or performance obligations hereunder, which such breach is not or cannot be remedied with fifteen (15) days of the non-breaching parties delivery of a written notice of breach to the breaching party or (vi) 30 days written notice by either party to the other.

(b) Should Client terminate this Agreement prior to the date the Services are completed, and such termination is not the result of Systems East, Inc.'s breach of its warranties, representations, or performance obligations, Client shall, in addition to any monies paid or owed by Client to Systems East, Inc., pay Systems East, Inc. an early termination fee equal to fifty percent (50%) of the remaining fee balance set forth in the Schedule of Compensation as applicable.

(c) Upon termination by either party, Systems East, Inc. will make every reasonable effort to provide the Client with a copy of their Data upon request and pursuant to billable time. Client acknowledges that it has ongoing access to the data and responsibility to download that Data on a schedule defined by it as sufficient to keep its copy of the data up to date.

(d) These terms and conditions shall survive termination of this Agreement.

8. Publicity. Systems East, Inc. and the Client agree that they will not use each other's name, trademark or service mark and will not disclose the existence of the contractual relationship in any press release, marketing, promotional, advertising or any other materials without the other party's prior written consent and

agrees that Systems East, Inc. complies with its obligations respecting non-disclosure of Client's and Client's Proprietary Information.

9. Miscellaneous.

(a) The Scope of Services, including all Exhibits attached thereto, expresses the complete and final understanding with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating hereto.

(b) Except pursuant to court order or as otherwise required under judicial or regulatory proceedings, neither party shall disclose the pricing or other terms and conditions of this Agreement without prior written consent of the other party.

(c) Client may not assign, transfer or pledge this Agreement, or any interest, license or rights herein, in any manner, without the prior written consent of Systems East, Inc. Systems East, Inc. may assign certain of its responsibilities and duties to third parties, as Systems East, Inc. deems appropriate only upon written notice to Client.

(d) Systems East, Inc. understands that it is an independent contractor and this Agreement shall not be construed to create any employment relationship, partnership, joint venture, or agency relationship between the parties or to authorize any party to enter into any commitment or agreement binding on the other.

(e) Any failure by either party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition.

(f) If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

(g) Neither party shall be in default by reason of any failure in performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, default by subcontractors or suppliers, acts of God or of the public enemy, U.S. or foreign governmental acts in either a sovereign or contractual capacity, labor, fire, flood, epidemic, restrictions, strikes, and/or freight embargos. Nothing in this subsection shall be construed to relieve Client of its payment obligations hereunder.

(h) All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, receipted facsimile transmission or receipted commercial courier to the attention of the person executing this Agreement on behalf of the receiving party and addressed as set forth on the cover page of the Scope of Services. If delivered by hand, telex, telegraph, facsimile or like method of transmission, the date on which a notice is actually delivered shall be deemed the date of receipt and if delivered by mail, the date on which a notice is actually received or the fifth day after the notice is mailed, whichever occurs first, shall be deemed the date of receipt. Either party may change the address or designated person for receiving notices by providing notice in accordance with this Section.

(i) This Agreement shall be governed by, construed, and interpreted in accordance with the generally accepted accounting procedures. In the event of a dispute between the parties where the parties are unable to reach a mutually agreeable resolution, the dispute shall be submitted to binding arbitration under the commercial arbitration rules of the American Arbitration Association then in effect; provided, however, that the parties may seek injunctive or other equitable powers from a court of appropriate jurisdiction. Arbitrations shall take place in a place mutually agreed to by both parties; such arbitrator shall have experience in the area of software technology. After the hearing, the arbitrator shall decide the controversy and render a decision setting forth the issues adjudicated, the resolution thereof

and the reasons for the award. The award of the arbitrator shall be conclusive. Payment of the expenses of the arbitration, including the fee of the arbitrator and attorneys, shall be assessed by the arbitrator based on the extent to which each party prevails.

(j) This Agreement shall be binding upon and inure to the benefit of each party and their respective heirs, successors and assigns.

(k) This Agreement cannot be modified except by a written agreement signed by both Systems East, Inc. and Client.

EXHIBIT B - AUTHORIZATION

This Work Authorization ("Work Authorization") is being entered into pursuant to the attached agreement by and between Systems East, Inc. and Client (the "Agreement"). Unless otherwise specifically noted herein, the following licensing fees or customization and development services (the "Additional Services") are provided pursuant to the terms and conditions of the Agreement.

1. Additional Services or licenses: None
2. Fees: As set forth in the *Statement of Acceptance*
3. Timeline: As set forth in the contract term as stated herein

AGREEMENT for Implementation, Applications Maintenance and Support, and Hosting

This Agreement is made between Systems East, Inc. and Client (City of Batavia, New York).

WHEREAS, Client selected System East to provide certain products and services set forth in this Agreement with access to Systems East's proprietary software products, and Systems East desires to provide such products and services under the terms of this Agreement;

WHEREAS, This Agreement is comprised of and includes the following:

Scope of Services	Application, Services, Training, and Maintenance
Costs	Licensing, Training, and Maintenance
Exhibit A	Progress and Payment Schedule
Exhibit B	General Considerations
Exhibit C	Statement of Acceptance
Exhibit D	Standard Municipal Provisions
Exhibit F	Work Authorization

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Systems East, Inc. and Client agree as recorded in the pages that follow.

Total Collection Solution: Scope of Services for Application Software, Training, and Maintenance

Systems East will provide the Total Collection Solution to the City of Batavia. The software conforms to the following specifications:

Features:

- Host database is available on a twenty-four hour basis; database backup does not affect system availability
- Supports real-time updating and/or retrieval at the municipality or remote satellite offices directly attached to the database via high-speed persistent Internet connections
- Ability to produce reports, use daily functions, and perform updates without requiring other users to exit the system or its functions
- Ability to export reports to Microsoft Excel and PDF format
- Supports collection of levies in adjoining counties
- Supports collection of items other than taxes (unpaid water, sewer, public works fees, etc.)
- Login by username and password; tracks and logs certain financial transactions by user name
- Security module allows certain system functions to be accessible or denied by individual user
- Access to system features via a hierarchical tree structure menu system
- Includes features compliant with both Article 10 and Article 11 of the New York State Real Property Tax Law as applicable and relevant
- Ability to provide modifications (at additional cost) as may be required to accommodate special considerations or procedures unique to the municipality
- Includes the ability to synchronize with parcel information from the New York State Real Property System (NYS/RPS) laser tax bill extract file via an included filter program
- Parcel retrieval accommodates the entry of an interest calculation date for accurate display of current items owed including interest, penalties, and other charges; allows date change at time of viewing, such date change to cause immediate recalculation of amounts due without exiting the viewing screen

On-line parcel location and retrieval by criteria including SWIS code and map number as provided by NYS/RPS, owner name, bill number, street number and/or name, school district, or property class

- Parcel retrieval reveals, at a minimum, the following fields:

- » Parcel ID

- » Prior parcel ID (from NYS/RPS)
 - » Current owner and address information
 - » Property location
 - » Assessment
 - » Property class
 - » Roll section
 - » School district
 - » Bankruptcy status
 - » Hazardous waste concerns or other reason(s) rendering parcel undesirable for foreclosure
 - » Active duty military status flag (applies different interest rates on delinquencies)
 - » Land auction candidate flag
 - » Lien holder information address, if any
 - » Third party mailing information, if any
 - » Current exemption codes and amounts
 - » Acreage, frontage, depth
 - » Deed book and page
 - » Tax year (per bill)
 - » Tax type (per bill)
 - » Delinquency or billing date (per bill)
 - » Bill number (per bill)
 - » Base amount (per bill)
 - » Interest (per item)
 - » Penalties (per bill)
 - » Amount due (per bill)
 - » Parcel comments
 - » Total due for all items
- Allows the viewing of multiple parcels simultaneously through the use of multiple windows
 - Virtually unlimited number of bills per parcel
 - Virtually unlimited number of items per bill
 - Virtually unlimited number of years or records for historical purposes
 - Access to functions available while viewing a parcel including:

- » Payment application (audited)
- » Tax adjustments (audited)
- » Address corrections
- » Third party name and address insertion, maintenance, and deletion
- » Lien holder name and address insertion, maintenance, and deletion
- » Miscellaneous parcel information maintenance
- » Payment rescissions (audited)
- » Insertion, maintenance, or deletion of comments relating to a parcel
- » Tax search with certification area
- » Parcel statement (unofficial, public courtesy) including taxes due as of any specified date
- Accommodates installment payments on current taxes with separate interest schedules on each payment
- Permits insertion of a new tax bill and its detail items (allow bypassing of the mass delinquency return process for single bills)
- Permits insertion of additional charges relating to a single tax bill
- Allows parcels to be marked as bankrupt, environmentally undesirable, or any other user-defined flag as required which may affect the enforcement process
- Bankruptcy indication (flag) includes bankruptcy filing date; interest calculation routines may be combined with the bankruptcy flag to respect the requirement that interest on bills levied prior to the filing date is calculated only to the filing date; interest on bills levied after the filing date is calculated as normal
- Tax search allows inclusion of "In hands of collector" message for taxes known to be billed but not currently being collected by your entity (public courtesy)
- Tax searches are able to be charged to specific tax search customers such as law firms and title companies; charges accumulate until a bill is generated by the delinquency management system; adjustments and deletions are permitted to facilitate correction of errors
- Reports including:
 - » Daily Audit Report: To reflect daily transactions involving payments, adjustments, and rescissions
 - » Accounting Transcription Report: To generate an ASCII text file of transactions and produce report of payments and rescissions transcribed to the municipality's finance management system
 - » Listing by Tax Asset Account (Summary): To reflect totals for each receivable account
 - » Listing by Tax Asset Account (Detail): To reflect detail and totals for each receivable account

- » Parcel Detail Report: To reflect all items by criteria for selected parcels
- » Payment Report: To reflect payment activity and totals for user specified date range
- » Advertising List: To create a report of selected parcels in printed or ASCII text file form for transmission to local publications
- » Relevy Listing and Transcription: To be used for balancing, reporting, delinquent school taxes, delinquent village taxes or delinquent special district (unpaid water, sewer, etc.) items. Creates a NYS/RPS Version 4 compliant transaction diskette for direct input to NYS/RPS batch file maintenance
- » NYS/RPS Delinquency Transactions: Must create NYS/RPS transactions in NYS/RPS format to indicate which parcels have one or more outstanding delinquencies. The transaction file must be ready for direct input to NYS/RPS batch file maintenance
- » List of Delinquencies (Article 11): To report all parcels with outstanding taxes for a given year and type. Used to comply with New York State Real Property Tax Law with respect to the filing of such a report with the County Clerk
- » Collective List of Redemptions (Article 11): Used as a supplement to the List of Delinquencies (above) to reflect which parcels have paid their taxes since the production of the List of Delinquencies
- Includes reports which can be modified by municipality including:
 - » Letters, delinquency notices, and columnar reports
 - » Delinquency Letters
 - » Advertising Letters
 - » Tax Sale Certificates (Article 10)
 - » Redemption Letters
 - » Owner/Occupant Notices
 - » Advance Notice of Foreclosure (Article 11)
 - » Petition of Foreclosure (Article 11)
 - » Notice of Foreclosure (Article 11)
 - » Tax Enforcement Notice (Article 11)
 - » Deed (for foreclosure process)
 - » Deed (for land auctions)
 - » Land Sale Resolution
- Includes the ability to produce reports or letters based on criteria such as SWIS code, school district, property class, tax year/type, payment status, parcel flags (environmental issues, bankruptcy filing, active-duty military, etc.)

- Includes the ability to produce mass delinquency letters for property owners, optionally including a near duplicate for similar distribution to third parties
- Produces certified mail tickets and accompanying abstract as required by the United States Postal Service
- Current levy processing offers ability to import the NYS/RPS Laser Bill Extract (RPS160D1) at time of city/county, village, or school levy including bills and items
- Allows return of delinquencies via file upload or keyboard entry for entities not using the City software
- Foreclosure process support including:
 - » Selection of foreclosure candidates
 - » Support for exclusion of parcels noted (flagged) with environmental issues or other reasons for which foreclosure would not be in the interest of the municipality
 - » Generation of foreclosure documents required by Article 11 including Advance Notice of Foreclosure, Foreclosure Notices, Petition of Foreclosure, and Foreclosure Deeds
 - » Generation of USPS approved certified mail tickets ready for attachment to envelopes of documents to be mailed pursuant to the foreclosure process
 - » Transfer of asset value from delinquent taxes to city-owned property
- Land Auction process support including:
 - » Listing of foreclosed properties available for sale
 - » Marking of land sale candidate parcels
 - » Listing of auction properties (land sale candidates)
 - » Maintenance of sold properties (name, address, and consideration for parcels which actually sold)
 - » Production of financial impact report including gain or loss by asset value or book value
 - » Production of land sale resolution for legislative approval
 - » Production of land sale deeds
 - » Transcription of new owner information into parcel master files
- Interfaces as required with NYS/RPS assessment files to:
 - » Build initial parcel master files
 - » Provide for annual transmission of files required to update parcel master files to accurately reflect "as billed" assessment and demographic information
 - » Transmit school and village relevy information to NYS/RPS via standard NYS/RPS batch transaction file
 - » Transmit indication of delinquency to NYS/RPS via standard NYS/RPS batch transaction file

- Provides administrative maintenance routines for various required tables including:
 - » Interest formulas
 - » SWIS codes
 - » Town names
 - » Village names
 - » School districts
 - » Valid tax types
 - » Valid account numbers (improves accuracy of transcription to financial system)
- Provides automated assistance with apportionments and tax division by percentage; also permits subsequent adjustment of apportioned bills and levy items.
- Imports New York State Real Property System's laser bill extract (RPS160D1) to the format required for entry of current tax levy (if applicable) at time of bill production
- Provides mass generation of tax sale certificates and related parcel status and asset account number changes (Article 10)

- **Pricing includes:**
 - » Permanent license authorizing the City of Batavia to operate TCS
 - » Data conversion assistance: Up to ten days of Systems East off-site staff time for discussions, design, and development of conversion programs permitting migration of outstanding tax information from a machine readable format produced by the city's current tax collection to the Total Collection Solution. The base parcel inventory database will be created from the NYS/RPS reversion parcel master file. The outstanding tax information file will be imported from a fixed format file, preferably in the RPS160D1 format. This file will contain one record per parcel per year of outstanding tax, such record to contain at least the SWIS code, parcel ID (3/3/4/3/3/4 raw SBL and the print key), the year and type of outstanding tax, the base tax or adjusted amount, and the tax asset account number associated with it. Interest on the base or adjusted amount of such taxes will be calculated and applied universally (for each year and type) through the interest formula feature included within the Total Collection Solution. While Systems East will endeavor to migrate all outstanding tax information mechanically, it is understood that certain special situations or conditions may require manual input or adjustment by the City of Batavia and may include special or unique bill types
 - » City enrollment for Internet collections via www.xpress-pay.com
 - » Waiver of enrollment and renewal fees for www.xpress-pay.com for duration of this agreement, extensions hereof, or any subsequent maintenance and support agreements pursuant hereto
 - » Program delivery, installation, and verification at City site

- » On-site training: An allowance of up to four days of onsite training by Systems East staff for the training of the City of Batavia tax collection staff as required to develop proficiency in the use of the software.
- » Incidental expenses related to on-site installation and training included above (mileage, meals, lodging, telephone, etc.)
- » Support, maintenance, and upgrades throughout the contract period

Licensing, Training, and Maintenance Costs

The project costs are as follows:

- Permanent software license for the Total Collection Solution (TCS) for the City of Batavia \$42,921
 - Program and database installation and up to four days of on-site city staff training including incidental expenses (mileage, meals, tolls, lodging, telephone)..... Included
 - Database population..... Included
 - Unlimited voice support, remote support via web, and program enhancement protection (for one year commencing on the date of software delivery) Included
- Total: \$42,921**

Annual application maintenance, support, and hosting commencing January 1, 2021; barring major revisions in the product or applicable law, annual increases are not to exceed 3% \$6,240

Hourly rate for customization, report design and modification, additional training or conversion of historical data (travel & lodging expenses at cost): \$125

Exhibit A: Progress and Payment Schedule

The following sets forth the project implementation and payment schedule. Amounts set forth below shall become due on the date specified in the "End date" column, or in the "Start date" column if no end date is provided. Whereas the stated pricing may include no-cost options, amounts due below shall become due regardless of whether or not such no-cost options are exercised.

It is mutually understood that schedule deviations may occur due to subsequent negotiation, client staffing, adjustments to accommodate of workloads during peak periods, technical infrastructure, delays in the provision of data files by client, weather, acts of God, or other considerations which may or may not be under the direct control of either the municipality or Systems East. Any such scheduling adjustments may propagate in the schedule to all subsequent events.

Project element	Start date	End date	Billing
Project commencement	9/14/2020		\$0
Provision of preliminary NYS/RPS files by city	9/14/2020	9/14/2020	\$0
Provision of existing delinquencies by city	9/15/2020	9/18/2020	\$0
Data conversion	9/15/2020	9/25/2020	\$12,790
Software and database installation	9/28/2020	9/30/2020	\$9,320
Training: Base files, daily use, and reporting	10/1/2020	10/1/2020	\$11,495
Commencement of parallel operation	10/2/2020	At client discretion	\$0
Training: Delinquency returns, and advertising functions	10/6/2020	10/6/2020	\$9,316
Training: NYS/RPS relevy, tax levy preparation	One day, date TBD		\$0
Training: Foreclosure & land auction	One day, date TBD		\$0
Product support	9/14/2020	12/31/2020	\$0
Project conclusion		12/31/2020	\$0
Total			\$42,921

Notes:

- For TCS.web: Existing delinquencies shall be provided by the county to Systems East as a fixed-format ASCII text file with one record per parcel or entity and per year and type of tax or receivable item or bill. A file format describing the start position, end position, length, type, and description of each field shall accompany the delinquency file
- For TCS.web: There shall be no header, trailer, or other extraneous records in the delinquency file.
- All initial training is to be performed on site at the county office building. It is understood that subsequent training and support shall be provided by telephone and remote webinars.
- Dates include allowance for travel time

Exhibit B: General Considerations

Systems East and the municipality agree to abide by the following general considerations:

- When on-site software installation and/or testing is required, it is expected that adequate computer time will be provided to Systems East staff members between the hours of 8:00am and 5:00pm, Monday through Friday (holidays excluded) as required to accomplish the specified tasks on a timely basis. Equipment utilization time frames will be arranged through a coordinated effort between Systems East and the municipality's designated Information Systems Liaison.
- The client shall provide one technically competent staff member to serve as project liaison. This person, or those to whom he/she has access, shall have responsibility for providing and maintaining the internal network and reliable Internet access as required to support proper functioning of the software and persistent access to the host server environment. Said staff member shall have (or have access to those who possess) a general knowledge of the client's technical environment and the Windows family of operating systems
- When installing new or revised programs, data files, or batch files, Systems East shall conform to industry standards with respect to the municipality's existing technical environment.
- With respect to program use and operation, it is understood that program features are intended to function as designed and while differing or more convenient methods to perform a function or task may be conceived or actually exist, this shall not render the delivered method as errant. Consistent with this, Systems East, Inc. reserves the right to add, change, or delete functions and further reserves the right to enhance or otherwise revise the implementation or method of operation of a function.
- It is understood that program aberrations may exist or arise during the normal course use of the software provided pursuant to this agreement, whether active or latent. In the event that such condition arises and that such condition was caused or discovered by use of the program consistent with its original intent and features, Systems East, Inc. will endeavor to provide a timely adjustment to the offending component, but shall not be considered in default during the period of development of such adjustment. In the event that abnormalities are activated by circumstances, data, or use of the system inconsistent with its original intent and features, such conditions shall be considered beyond the jurisdiction of Systems East, Inc. and thus, outside the scope of this agreement.
- It is understood that while this product offers assistance in or with numerous functions involved in the adjudication of delinquent taxes, it does not lend assistance in all areas.
- The municipality shall not be bound to the use of any or all products, features, or modules conveyed as a result of this contract. Whereas the implementation methodology selected by Systems East may not agree with the policies, law, or charter of the municipality, it is understood that the municipality may wish to maintain its own versions of systems or programs (whether manual or automated) involving certain functions and shall be allowed to do so.
- Systems East recognizes the fact that municipal production operations shall have priority over any and all system development and implementation efforts.

- Systems East recognizes that municipal equipment is to be used solely for the benefit of the municipality in satisfaction of its governmental operations.
- Systems East shall provide technically competent personnel as required to satisfy obligations involved in this contract. No person shall be allowed access to the client's technical environment unless he/she possesses the knowledge and skills necessary to safely and effectively program/operate said equipment.
- Conveyance of this software must be preceded by the installation of all support products and equipment normally associated with the its use and support including but not necessarily limited to equipment, operating systems, security software, database management software, high-speed persistent Internet service, communications management software, and a report writer. The municipality shall be responsible for purchasing, leasing, or otherwise obtaining same.
- Pursuant to the above, *iNet Clear Reports* is the report writer incorporated into TCS. Note that a separate license would be required at the client's expense if the client intends to create new reports or modify delivered reports. No license is required to produce reports delivered pursuant to this agreement, customization, or any subsequent product maintenance agreement.
- All software products supplied and/or supported by Systems East shall be treated and considered as proprietary information regardless of the contract period. Acceptance of this contract entitles the municipality to the full and unlimited use of any and all software supplied provided said program products are used on location at the municipal office building on one file server in support of government operations. No dissemination of program products conveyed as a result of this contract shall be permitted by municipal employees or agents without express written consent from Systems East. The specific list of products shall include programs, batch files, icons, documentation, and other materials related to the application systems and software delivered or supported as a part of this agreement as set forth in Section 4 hereof and any additional products developed and delivered to the municipality by Systems East pursuant to this or any previous agreement.
- In the event that maintenance or support is required for products developed by Systems East, and licensed to the municipality but not included in the scope of this agreement, services shall be available to the municipality at our prevailing hourly rate, provided such products are still actively supported by Systems East. Notification to Systems East, Inc is to be in writing or by delivery of a signed Systems East work order. Systems East will provide estimates in advance upon request.
- In the event the municipality does not appropriate funds to complete payments due under any subsequent software maintenance and support agreement(s), the amount due for the fiscal year not appropriated shall be relieved, provided, however, the County shall have given Systems East ninety (90) days written notice from the anniversary date that they are exercising the non-funding provision, and further provided that any other payments due to Systems East are fully paid, and further provided that Systems East's obligations and services under the software maintenance agreement shall also be terminated. Without the municipality's fulfillment of the above provisions, the client's obligation to pay Systems East the annual software maintenance agreement payments remains in effect through the expiration date of this software license, installation, and training agreement.

- Systems East shall be the sole point of contact for contractual matters, including payment of any and all charges resulting from the contract and all services provided for herein.
- Annual maintenance agreements shall be offered for continuing product support during its useful lifetime. Except as stated in the next paragraph, adjustments in the annual fee shall not exceed 3% annually.
- It is understood that New York State may affect changes in legislation regarding tax collection and related procedures such as delinquency enforcement, foreclosure, land auctions, and other functions for which assistance is provided by the Total Collection Solution. The decision of whether to revise or enhance the program to include support in such situations rests solely with Systems East. Minor revisions, where included, are delivered pursuant to original agreements or annual maintenance contracts. For major revisions, Systems East shall determine the total cost for development and delivery and shall distribute such costs over its client base. As in the past, every attempt will be made to equitably distribute the costs, though the formula for distribution is under the jurisdiction of Systems East. The municipality reserves the right to decline the upgrade and thus not participate in the formula or any related resulting charges.
- Systems East warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and selling the items ordered or shipped as a result of this proposal.
- Systems East shall procure and maintain at its own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract.
- Systems East will not subcontract any installation or training services performed pursuant to this agreement this contract without the express prior written consent of the municipality. It is expressly and mutually understood that Systems East does employ subcontractors to satisfy various temporary internal functions or needs. In any case, Systems East assumes sole responsibility for the performance of the subcontractor and any related deliverable products. It is understood that all data conversion programming, on-site installation, and on-site training will be performed solely by Systems East staff.
- This agreement is also governed by the terms, conditions, and specifications included in Exhibit A and Exhibit B included herewith and made a part hereof.
- The agreement constitutes the entire agreement between the parties and supersedes any prior agreements, oral or written, with the sole exception of any Confidentiality Agreement, if one existed prior to the execution hereof. In such event, the Confidentiality Agreement shall remain in force, with the sole exception of any clauses which restrict the ability of Systems East, Inc. to publicly state its business relationship with the undersigned. This may include but is not limited to the use of client's logo, provided that such use is limited to a declaration of a business relationship as a service provider and includes no claim of endorsement or ownership.

Exhibit C: Statement of Acceptance

WHEREAS, City of Batavia, New York has obtained automated data processing equipment capable of meeting the growing needs of the municipality, and

WHEREAS, City of Batavia (Client") is desirous of retaining Systems East for the purpose of providing application software, training, software maintenance, and general system support in accordance with the terms and conditions stated herein, and

WHEREAS, Systems East, Inc. has submitted a proposal for such services and has demonstrated its ability to do so in the past,

NOW, THEREFORE, it is mutually agreed as follows:

- Systems East, Inc. shall provide to Client the services outlined in the attached "SCOPE OF SERVICES".
- Client and Systems East, Inc. shall both recognize and abide by the rules found in the "GENERAL CONSIDERATIONS" section of the attached contract.
- Total consideration for the software and services set forth in this agreement shall be \$42,921 divided into milestone billings as set forth in the Progress and Payment Schedule included herein. Invoices will be generated by Systems East, Inc.; consideration shall be remitted to Systems East by City of Batavia within thirty days of invoicing.
- This agreement expires December 31, 2020. Support and maintenance beyond contract expiration is available through a separate annual maintenance agreement.

City of Batavia, New York

By: _____
Eugene Jankowski, Jr., City Council President

Date: _____

SYSTEMS EAST, INC.

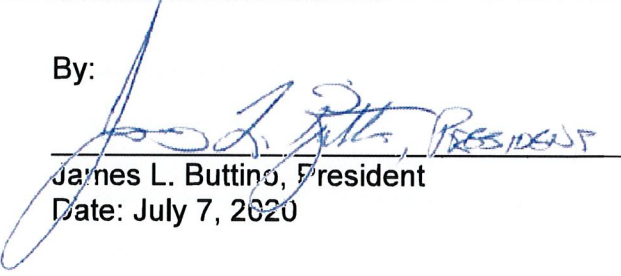
By: _____

James L. Buttino, President
Date: July 7, 2020

Exhibit D: Standard Municipal Provisions

The following constitutes legal and insurance obligations with which Systems East, Inc. will comply and which sets forth the minimum of said requirements to be incorporated in this contract.

Guidelines

Systems East, Inc. herein affirms that it will conduct this project in compliance with the guidelines consistent with those typical of the environment in which tasks will be completed.

Employment Requirements

Systems East, Inc. will comply with all the applicable provisions of Federal and State Laws, Rules and/or Regulations regarding employment, and will further specifically comply with those sections related to discrimination as follows:

Hiring Policy

In the performance of work under this contract, or any subcontract hereunder, no contractor or subcontractor, shall by reason of race, sex, color, creed, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

Discrimination

No contractor, subcontractor, or any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract by reason of race, sex, color, creed, or national origin.

Premature Termination

It is understood that this contract may be canceled or terminated by the municipality and all monies due or to become due may be forfeited for a second or any subsequent violation of terms or conditions of this section of the contract.

Personnel Identification

If required by the municipality, all contractor project personnel will carry an approved identification card while on project business. This identification card will contain the employee's photograph, description and his/her social security number. This card will carry the signature of the project administrator and will be issued by the municipality.

This card will be surrendered to the project administrator upon termination of the employee or upon completion of the project.

Changes in Contract

There will be no changes, alterations or additions in this contract without prior written consent of the municipality's contract administrator. This specifically includes the fixed price payment and per diem charges as outlined in the contract.

It is herein agreed by Systems East, Inc. that the fixed price paid by the municipality to Systems East, Inc. includes any and all expenses set forth by example herein, but not limited thereto including all temporary living and relocation expense allowances, nominal office supplies, direct and indirect costs, administrative and marketing overhead, and travel within the municipality. The said fixed price also includes expenses of Systems East, Inc., its agents and/or employees for project related outside the municipality.

Insurance Requirements

Systems East, Inc. shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the municipality by reason of this contract. Systems East, Inc. further agrees that it will not make against the municipality any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the municipality, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

In accordance with its status as an independent contractor, Systems East, Inc. agrees to maintain and provide for necessary worker's compensation coverage, unemployment insurance benefits, and social security coverage.

Systems East, Inc. covenants and agrees to maintain in full force and effect during the term of this Agreement, and any subsequent term, comprehensive insurance in form, term, and content, as heretofore mention and described. Insurance certificates assuring coverage of up to \$1 million may be obtained by Systems East, Inc. and such shall name the municipality as additional certificate holder and notice recipient and shall state that the insurance carrier shall endeavor to provide the municipality with a minimum of thirty (30) days advance notice of termination.

Governing Law

This agreement shall be governed by the laws of the State of New York, except where the federal supremacy clause shall otherwise direct.

Conflict of Interest

No director, officer, employee, agent, contractor, or subcontractor of Systems East, Inc. shall be deemed to be an agent, servant and/or employee of the municipality. Systems East, Inc. will not employ as a director, officer, employee, agent, contractor, or subcontractor, directly and indirectly in any capacity any elected or appointed official of any city, town, village, hamlet, school district, or other political subdivision of the municipality or any member of his immediate family. Systems East, Inc. agrees that it will require all its directors, officers, employees, agents, contractors, or subcontractors, to be bound and adhere to the Code of Ethics of the municipality. Systems East, Inc. further agrees that it will require all of its employees to comply with all applicable laws relating to this agreement and it will provide relevant testimony regarding any phase of this agreement, or the performance thereof, and that the refusal to supply such evidence and/or testimony shall be the cause for immediate termination of this agreement by the municipality.

Transfer or Assignment of Agreement Prohibited

Systems East, Inc. will not transfer, assign, convey, sublet, or otherwise dispose of this contract or any rights, title, or interest therein without the previous written consent of the municipality, and any attempt to make such transfer, assignment, conveyance, or subletting shall be null and void.

Payment Procedures

Systems East, Inc. will adhere to the Standard Municipal Guidelines which states that bills for services will not be submitted until services have been rendered or goods have been delivered in proper working condition. Systems East, Inc. will duly complete a standard company invoice as its claim for payment.

Ownership of Work Products

Except as noted specifically herein, all final written or tangible work products shall belong to the municipality. In the event of premature discontinuation of work, Systems East, Inc. herein agrees to provide all existing work products and data files to the municipality. Delivery of all files during or after the project is completed will be as outlined in accordance with the Scope of Services incorporated as a part of the definition of services attached hereto. Ownership of any software delivered pursuant to this agreement shall remain with the original licensee. Licenses conveyed to the municipality pursuant to this agreement shall be non-exclusive.

General Legal Responsibility

Systems East, Inc. will comply with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws, and those against discrimination, existing or adopted in the future, during the term of the project, applicable at any time to Systems East, Inc. pursuant to its obligations as regards to this project. Systems East, Inc. and any of its subcontractors, agents, servants, and/or employees shall obtain, at their sole cost and expense, all required permits, franchises, approvals, licenses and/or certificates, necessary for the performance of its obligations pursuant to the agreement.

Nature of Contract

It is understood that the contract will be a fixed price agreement with specific duration noted herein. No other type of contract will be considered by the municipality.

Capability of Contractor

This proposal has been prepared in a manner to present reasonable assurance to the municipality that Systems East, Inc. is capable of satisfactorily fulfilling the responsibilities related to this project.

Non-collusion

Systems East, Inc. affirms that the original proposal was developed in accordance with the following:

- » Determination of Price: The fixed price stated in the original proposal was arrived at independently, without collusion or consultation with any other contractor or with any competitor.

- » Disclosure of Price: The stated fixed price was not disclosed by Systems East, Inc. and was not knowingly discussed prior to the submission, directly or indirectly, to any other contractor or competitor.

- » Restriction of Competition: No attempt was made by Systems East, Inc. to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Professional Ability

Systems East, Inc. hereby assures the municipality that it is professionally qualified in the appropriate skills and techniques necessary to develop and implement the elements and requirements of this contract.

Exhibit E: Systems East, Inc. Standard Terms & Conditions

1. **Definitions.** The following capitalized terms used in this Agreement have the following meanings:

(a) "Agreement" means the Scope of Services and all attachments and exhibits.
(b) "Client" means the party entering into this agreement with Systems East, Inc..
(c) "Confidential Information" means information, other than Trade Secrets, that is of value to its owner and is treated as confidential.

(d) "Deliverables" means those deliverables specifically described in this Scope of Services or on any subsequent Work Authorization and all software documents, text, photographs, video, pictures, animation, sound recordings, computer programs, and any and all other works of authorship provided or developed by Systems East, Inc., its affiliates, sub-contractors, agents or licensors, together with all images, likenesses, voices, and other characteristics contained therein, including any and all Intellectual Property Rights therein delivered to Client pursuant to this Scope of Services and/or any subsequent Work Authorization.

(e) "Intellectual Property Right" and "Intellectual Property Rights" means: (a) all copyright rights under all copyright laws of the United States and all other countries for the full term thereof (and including all rights accruing by virtue of bilateral or international copyright treaties and conventions), including, but not limited to, all renewals, extensions, reversions or restorations of copyrights now or hereafter provided by law and all rights to make applications for copyright registrations and recordings, regardless of the medium of fixation or means of expression; (b) all rights to and under new and useful inventions, all improvements thereof and all know-how related thereto, including all letters of Patent and applications for letters of Patent in the United States and all reissues, extensions, renewals, divisions and continuations (including continuations-in-part) thereof, for the full term thereof; (c) all trade secrets, know-how, trade dress, techniques, concepts, trademarks and service marks; and (d) all Confidential Information of the Parties.

(f) "Trade Secrets" means information which: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. **Copyright.** The Software is protected by United States Copyright law and trade secret law, and by international treaty provisions. All rights not expressly granted to Client herein are expressly reserved by Systems East, Inc. Client may not remove any proprietary notice of Systems East, Inc. from the Software.

3. **Warranties and Representations.**

(a) Client represents and warrants that it has the power and authority to enter into this Agreement. Client agrees to defend, indemnify, and hold harmless Systems East, Inc., its officers, directors, employees, agents and subcontractors for any losses, costs, damages, liabilities, and expenses (including attorneys' fees and court costs) arising out of any breach of these warranties and representations.

(b) Systems East, Inc. represents and warrants that: (1) it has the power and authority to enter into this Agreement; (2) that it will use its best efforts to deliver the Services in a competent and professional manner and in conformity with the timeline set forth in this Scope of Services. Systems East, Inc. agrees to defend, indemnify, and hold harmless Client, its officers, directors, and employees for any losses, costs, damages, liabilities, and expenses (including attorneys' fees and court costs) arising out of any claims, suits or proceedings alleging facts that would be a breach of these warranties and representations.

(c) SYSTEMS EAST, INC. RELIES ON THE INTERNET AND, THEREFORE, IS PROVIDED "AS IS" AND SYSTEMS EAST, INC. CANNOT AND DOES NOT GUARANTEE THE SOFTWARE WILL PERFORM ERROR-FREE OR BE ACCESSIBLE AT ALL TIMES. WITH THE EXCEPTION OF THE EXPRESS WARRANTIES SET FORTH IN SUBSECTION (b) OF THIS SECTION, SYSTEMS EAST, INC. DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Limitation of Liability.

(a) EXCEPT WITH RESPECT TO LIABILITY ARISING FROM SYSTEMS EAST, INC.'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL SYSTEMS EAST, INC. BE LIABLE TO CLIENT FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF CLIENT'S USE OF THE DELIVERABLE OR ANY OF THE SERVICES, EVEN IF SYSTEMS EAST, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SYSTEMS EAST, INC. LIABILITY TO CLIENT FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, IS STRICTLY LIMITED TO THE FEES THAT HAVE ACTUALLY BEEN PAID BY CLIENT TO SYSTEMS EAST, INC. DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE CAUSE OF SUCH DAMAGES.

(b) In the event Systems East, Inc.'s fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material or internet access, or by any other cause not reasonably within System East, Inc.'s control, this Scope of Services shall not terminate because of such prevention or delay, and at System East, Inc.'s option, the period of such prevention or delay shall be added to the term hereof. Systems East, Inc. shall not be liable for breach of any provisions or implied covenants of this Scope of Services when such services are so prevented or delayed.

5. Non-Disclosure and Confidentiality.

(a) Each party hereunder may disclose to the other party certain Proprietary Information of such party. For purposes of this Agreement, "Proprietary Information" means the other party's Trade Secrets and Confidential Information. "Owner" refers to the party disclosing Proprietary Information hereunder, whether such disclosure is directly from Owner or through Owner's employees or agents. "Recipient" refers to the party receiving any Proprietary Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents.

(b) Recipient agrees to hold the Proprietary Information disclosed by Owner in strictest confidence and not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information disclosed by Owner to any third party, or utilize the Proprietary Information disclosed by Owner for any purpose whatsoever other than as expressly contemplated by this Agreement. With

regard to the Trade Secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of five years thereafter. The foregoing obligations shall not apply if and to the extent that: (i) the information communicated was already known to Recipient, without obligations to keep such information confidential, at the time of Recipient's receipt from Owner; (ii) the information communicated was received by Recipient in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; or (iii) the information communicated was publicly known at the time of Recipient's receipt from Owner or has become publicly known other than by a breach of this Agreement.

6. Term and Termination.

(a) The term of this Agreement shall continue until this Agreement is terminated pursuant to the terms of the Scope of Services as provided hereunder and Systems East, Inc. and Client may terminate this Agreement at any time upon the occurrence of the following events: (i) completion of services; (ii) end of any license term; (iii) mutual written agreement of the parties to terminate; (iv) upon petition by one of the parties for bankruptcy or assignment for benefit of creditors; or (v) upon the other party's breach of any of its representations, warranties or performance obligations hereunder, which such breach is not or cannot be remedied with fifteen (15) days of the non-breaching party's delivery of a written notice of breach to the breaching party.

(b) Should Client terminate this Agreement prior to the completion of services and such termination is not the result of Systems East, Inc.'s breach of its warranties, representations, or performance obligations, no remunerations remitted to Systems East pursuant to milestone billings, as set forth in Exhibit A/Progress and Payment Schedule, shall be returned to client, and client shall additionally promptly remit payment for additional milestone billings for accomplishments by Systems East for which payment has not yet been remitted.

(c) Upon termination by either party, Systems East, Inc. will make every reasonable effort to provide the Client with a copy of their Data upon request and pursuant to billable time. Client acknowledges that it has ongoing access to the data and responsibility to download that Data on a schedule defined by it as sufficient to keep its copy of the data up to date.

(d) These terms and conditions shall survive termination of this Agreement.

7. Publicity. Client agrees that Systems East, Inc. may disclose the existence of this work for the purposes of marketing and advertising Systems East, Inc.'s services to others; provided that Systems East, Inc. complies with its obligations respecting non-disclosure of Client's and Client's Proprietary Information.

8. Miscellaneous.

(a) The Scope of Services, including all Exhibits attached thereto, expresses the complete and final understanding with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating hereto.

(b) Except pursuant to court order or as otherwise required under judicial or regulatory proceedings, neither party shall disclose the pricing or other terms and conditions of this Agreement without prior written consent of the other party.

(c) Client may not assign, transfer, or pledge this Agreement, or any interest, license, or rights herein, in any manner, without the prior written consent of Systems East, Inc. Systems East,

Inc. may assign certain of its responsibilities and duties to third parties, as Systems East, Inc. deems appropriate.

(d) Systems East, Inc. and Client are independent contractors and this Agreement shall not be construed to create any employment relationship, partnership, joint venture, or agency relationship between the parties or to authorize any party to enter into any commitment or agreement binding on the other.

(e) Any failure by either party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition.

(f) If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

(g) Neither party shall be in default by reason of any failure in performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, default by subcontractors or suppliers, acts of God or of the public enemy, U.S. or foreign governmental acts in either a sovereign or contractual capacity, labor, fire, flood, epidemic, restrictions, strikes, and/or freight embargos. Nothing in this subsection shall be construed to relieve Client of its payment obligations hereunder.

(h) All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, receipted facsimile transmission or receipted commercial courier to the attention of the person executing this Agreement on behalf of the receiving party and addressed as set forth on the cover page of the Scope of Services. If delivered by hand, telex, telegraph, facsimile or like method of transmission, the date on which a notice is actually delivered shall be deemed the date of receipt and if delivered by mail, the date on which a notice is actually received or the fifth day after the notice is mailed, whichever occurs first, shall be deemed the date of receipt. Either party may change the address or designated person for receiving notices by providing notice in accordance with this Section.

(i) This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of New York without regard to its rules governing conflicts of law. In the event of a dispute between the parties where the parties are unable to reach a mutually agreeable resolution, the dispute shall be submitted to binding arbitration under the commercial arbitration rules of the American Arbitration Association then in effect; provided, however, that the parties may seek injunctive or other equitable powers from a court of appropriate jurisdiction. Arbitrations shall take place in a mutually agreed to by both parties; such arbitrator shall have experience in software technology. After the hearing, the arbitrator shall decide the controversy and render a decision setting forth the issues adjudicated, the resolution thereof and the reasons for the award. The award of the arbitrator shall be conclusive. Payment of the expenses of the arbitration, including the fee of the arbitrator and attorneys, shall be assessed by the arbitrator based on the extent to which each party prevails.

(j) This Agreement shall be binding upon and inure to the benefit of each party and their respective heirs, successors, and assigns.

(k) This Agreement cannot be modified except by a written Work Authorization (an example is attached as Exhibit B or other agreement signed by both Systems East, Inc. and Client.

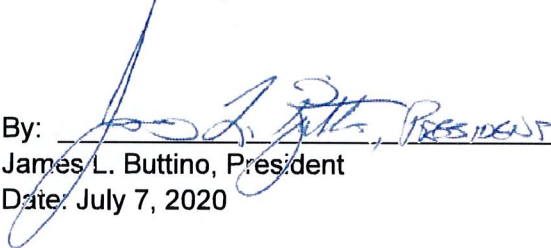
Exhibit F: Work Authorization

The This Work Authorization ("Work Authorization") is being entered into this _____ day of _____ 2020, by and between Systems East, Inc., a New York corporation and City of Batavia, New York ("Client") pursuant to the Scope of Services attached hereto (the "Agreement").

Unless otherwise specifically noted herein, the following licensing fees or customization and development services (the "Additional Services") are provided pursuant to the terms and conditions of the Agreement.

1. Additional Services or licenses: None
2. Fees: As set forth in *Exhibit A: Progress and Payment Schedule*
3. Timeline: As set forth in *Exhibit A: Progress and Payment Schedule*

SYSTEMS EAST, INC.

By:  _____
James L. Buttino, President
Date: July 7, 2020

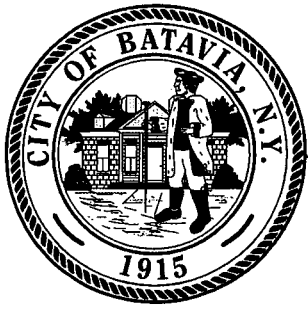
City of Batavia, New York

By: _____

Name: _____

Title: _____

Date: _____



Memorandum

To: Rachael Tabelski, Assistant City Manager, Acting City Manager

From: Rhonda Saulsbury, City Assessor

Date: 7/31/20

Subject: GAR Associates Contract Renewal

Attached is the most recent GAR Associates contract, a previous resolution, and the 2020-2021 extension we spoke of. I was able to get the extension from the President of GAR Associates Cindy Baire, at no increase in cost.

As this is an agreement for professional services, we have not required competitive bids in the past. In light of the changes in the City Manager's office, and the timing of the Covid-19 disruptions, I am requesting a renewal to the current contract.

In reference to these services, I very much think that GAR is giving us an incredible value due to our long standing history with them. GAR has been incredibly professional in providing knowledgeable staff and outstanding valuation services that more than satisfy all NYS guidelines for posting equitable assessment rolls.

Cindy Baire, and her staff continually meet with myself and the Director of Real Property to be flexible in what services they provide each year...adapting to what we really need. With such a long standing relationship, the staff involved are very in-tune to our City through years of experience.

Thank you and let me know if you need anything else for your consideration.

#-2020

**A RESOLUTION AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE
A CONSULTING CONTRACT WITH GAR ASSOCIATES INC. TO PROVIDE
ASSESSMENT SERVICES**

Motion of Councilmember

WHEREAS, the City of Batavia is desirous of retaining a company to analyze the status of current property value equity that will meet state requirements for aid reimbursement and create an assessment roll and product that is acceptable to the State, County, City and the public at large; and

WHEREAS, it is recommended the City enter into a three year agreement with two one year renewals with GAR Associates Inc. to provide the abovementioned services due to their knowledge and experience.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Batavia that the Council President is hereby authorized and directed to execute a consulting contract with GAR Associates Inc., for assessment services.

**Seconded by Councilmember
and on roll call**

GAR ASSOCIATES LLC
Real Estate Appraisers and Consultants

**Addendum to Agreement
Between The City of Batavia and GAR Associates LLC
Assessment Support Services**

This addendum is made part of the Professional Services Agreement between the City of Batavia and GAR Associates LLC

It has been mutually agreed by both parties that GAR Associates LLC will continue to provide assessment support services to the City of Batavia under the terms of the original agreement dated July 13, 2015 and modify the term for the period of one year, July 1, 2020 – June 30, 2021. Both parties agree that at the end of this term (June 30, 2021) this agreement may renew for an additional year(s) upon mutual agreement.

Attached is an updated payment schedule for the period July 1, 2020 – June 30, 2021.

This addendum shall be effective upon the signature of City and GAR Associates LLC authorized officials. It shall be in force from July 1, 2020 – June 30, 2021.

Signatures and dates:

Authorized signature from
City of Batavia

Authorized signature from
GAR Associates LLC



F. Cindy Baire, President/Member

Date _____

Date 7-31-2020

CORPORATE OFFICE:

5500 MAIN STREET SUITE 347 WILLIAMSVILLE NEW YORK 14221 TEL.716-691-7100 FAX.716-691-7770
TOLL FREE: 1.800.836.0382

CAPITAL REGION OFFICE:

632 PLANK ROAD SUITE 203 CLIFTON PARK, NEW YORK 12065 TEL.518.579.3770 FAX.518.579.3773
TOLL FREE: 1.800.836.0382

GAR ASSOCIATES LLC
Real Estate Appraisers and Consultants

EXHIBIT A

GAR ASSOCIATES LLC - PAYMENT SCHEDULE

2021:

September: \$3,200

October: \$3,200

Total: \$6,400

2021:

January: \$3,200

February: \$3,200

March: \$3,200

April: \$3,200

May: \$3,300

Total: \$16,100

Contract: \$22,500

CORPORATE OFFICE:

*5500 MAIN STREET SUITE 347 WILLIAMSVILLE NEW YORK 14221 TEL.716-691-7100 FAX.716-691-7770
TOLL FREE: 1.800.836.0382*

CAPITAL REGION OFFICE:

*632 PLANK ROAD SUITE 203 CLIFTON PARK, NEW YORK 12065 TEL.518.579.3770 FAX.518.579.3773
TOLL FREE: 1.800.836.0382*

GAR ASSOCIATES LLC
Real Estate Appraisers and Consultants

Addendum to Agreement
Between The City of Batavia and GAR Associates LLC
Assessment Support Services

This addendum is made part of the Professional Services Agreement between the City of Batavia and GAR Associates LLC

It has been mutually agreed by both parties that GAR Associates LLC will continue to provide assessment support services to the City of Batavia under the terms of the original agreement dated July 13, 2015 and modify the term for the period of one year, July 1, 2019 – June 30, 2020. Both parties agree that at the end of this term (June 30, 2020) this agreement may renew for an additional year(s) upon mutual agreement.

Attached is an updated payment schedule for the period July 1, 2019 – June 30, 2020.

This addendum shall be effective upon the signature of City and GAR Associates LLC authorized officials. It shall be in force from July 1, 2019 – June 30, 2020.

Signatures and dates:

Authorized signature from
City of Batavia

Date

7/26/19

Authorized signature from
GAR Associates LLC

F. Cindy Baire, President/Member

Date

7-15-19

CORPORATE OFFICE:

2399 SWEET HOME ROAD AMHERST, NEW YORK 14228 TEL. 716-691-7100 FAX. 716-691-7770 TOLL FREE:
1.800.836.0382

CAPITAL REGION OFFICE:

632 PLANK ROAD SUITE 203 CLIFTON PARK, NEW YORK 12065 TEL. 518.579.3770 FAX. 518.579.3773 TOLL FREE:
1.800.836.0382

GAR ASSOCIATES LLC
Real Estate Appraisers and Consultants

EXHIBIT A

GAR ASSOCIATES LLC - PAYMENT SCHEDULE

2019:

September: \$3,200
October: \$3,200
Total: \$6,400

2020:

January: \$3,200
February: \$3,200
March: \$3,200
April: \$3,200
May: \$3,300
Total: \$16,100

Contract: \$22,500

CORPORATE OFFICE:

2399 SWEET HOME ROAD AMHERST, NEW YORK 14228 TEL.716-691-7100 FAX.716-691-7770 TOLL FREE:
1.800.836.0382

CAPITAL REGION OFFICE:

632 PLANK ROAD SUITE 203 CLIFTON PARK, NEW YORK 12065 TEL.518.579.3770 FAX.518.579.3773 TOLL FREE:
1.800.836.0382

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

Agreement made this day of 13 July 2015 by and between the **CITY OF BATAVIA**, a municipality of the State of New York, (hereinafter referred to as the "CITY) and **GAR ASSOCIATES, INC.**, having a principal place of business at 2399 Sweet Home Road, Amherst, New York 14228, (hereinafter referred to as the "CONTRACTOR").

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

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

1. EMPLOYMENT

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

2. SERVICES & RESPONSIBILITIES

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

ROLL SECTION RESPONSIBILITY GRID (1)

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

Also see Proposed Payment Schedule

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

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

3. TERM

This Agreement shall commence on July 13, 2015 and shall continue through June 30, 2018. This agreement will automatically renew for a period of up to two (2) one year terms at the end of the term under the current terms and conditions set forth. In the event, however that the CITY may need additional or modified services upon renewal of the term of the Agreement, the CITY agrees that the CONTRACTOR can provide a proposal including updated costs. The CITY and CONTRACTOR mutually agree to amend the agreement as deemed necessary and appropriate.

4. COMPENSATION

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

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

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

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

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

6. Guarantee of Payment of Contract.

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

7. LIABILITY INSURANCE

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

8. **TERMINATION**

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

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

9. **WAIVER OF BREACH**

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

10. **ENTIRE AGREEMENT**

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

11. **INDEPENDENT CONTRACTOR**

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

12. **OWNERSHIP OF DATA**

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

13. **EMPLOYMENT LAWS**

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

14. **DOCUMENTS**

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

15. **LAWS GOVERNING**

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

16. **NON-DISCLOSURE**

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

17. U.S.P.A.P COMPLIANCE

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

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

18. CLARIFICATION OF PROPOSAL TERM – Project Staffing

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

19. INDEMNIFICATION

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
this 13th day of July, 2015.

CITY OF BATAVIA, NEW YORK

BY, Brooks Hawley

GAR ASSOCIATES, INC.

BY, F. Cindy Baire
F. Cindy Baire, Vice President

(Seal)

(Seal)

Proposed Payment Schedule – No Interest

April 2015

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

#61-2015

A RESOLUTION AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE A CONSULTING CONTRACT WITH GAR ASSOCIATES INC. TO PROVIDE ASSESSMENT SERVICES

Motion of Councilperson Deleo

WHEREAS, the City of Batavia is desirous of retaining a company to analyze the status of current property value equity that will meet state requirements for aid reimbursement and create an assessment roll and product that is acceptable to the State, County, City and the public at large; and

WHEREAS, it is recommended the City enter into a three year agreement with two one year renewals with GAR Associates Inc. to provide the abovementioned services due to their knowledge and experience; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Batavia that the Council President is hereby authorized and directed to execute a consulting contract with GAR Associates Inc., for assessment services.

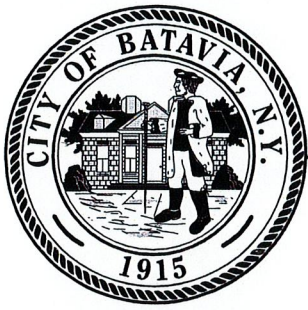
Seconded by Councilperson Briggs and on roll call approved 9-0.

I hereby certify that the foregoing is a true and correct transcript of a resolution duly adopted by the City Council of the City of Batavia on the 13th day of July, 2015 and of the whole thereof.

Dated at Batavia, NY, July 30, 2015



Heidi J. Parker
City Clerk, Batavia, NY



Memorandum

To: Rachael Tabelski, Interim City Manager

From: Stefano Napolitano, Fire Chief

Date: July 31, 2020

Subject: Resolutions to amend the City of Batavia Fire Department 2020-2021 budget.

I am pleased to submit four (4) Resolutions to amend the City of Batavia Fire Department 2020-2021 budget to reflect the receipt of the following:

1. FEMA's Assistance to Firefighters Grant in the amount of \$68,880.95.

This grant will allow the fire department to purchase:

- Addition of monitored fire and carbon monoxide alarm system throughout the complete building including living spaces, storage, offices and fire apparatus bays
- Installation of a sprinkler fire protection system throughout the complete building including living spaces, storage, office and fire apparatus bays
- Specialize water rescue training including all associated costs for materials and labor

2. New York State Governor's Traffic Safety Committee Grant in the amount of \$800.00.

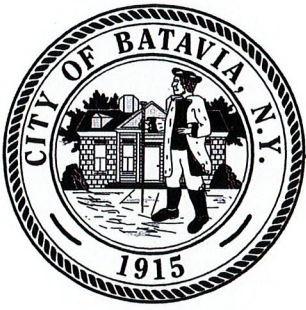
This grant will allow the fire department to purchase bicycle helmets and related safety material for distribution in an effort to reduce serious injury and death to children who reside in the City of Batavia.

3. New York State Governor's Traffic Safety Committee Grant in the amount of \$3,200.00.

This grant will allow the fire department to purchase child passenger safety seats along with providing reference materials and related training to the City of Batavia Fire Department certified car seat technicians.

4. FM Global Insurance Company Fire Prevention Donation in the amount of \$1,638.00.





City of Batavia

This donation will be used to improve the fire prevention and investigation services within the City of Batavia Fire Department. The funds will purchase a new fire investigation camera and related equipment used by the fire investigation team.

Fire Department
18 Evans Street
Batavia, New York 14020



Phone: 585-345-6375
Fax: 585-343-5639
www.batavianewyork.com

#-2020

A RESOLUTION TO AMEND THE 2020-2021 FIRE DEPARTMENT BUDGET TO REFLECT THE RECEIPT OF A FEMA ASSISTANCE TO FIREFIGHTERS GRANT, IN THE AMOUNT OF \$68,880.95.

Motion of Councilmember

WHEREAS, the City of Batavia Fire Department has received a grant in the amount of \$68,880.95 for Award period August 13, 2018 through November 6, 2019 from the Federal Emergency Management Agency (FEMA) for the purchase of:

- Addition of monitored fire and carbon monoxide alarm system throughout the complete building including living spaces, storage, offices and fire apparatus bays; and
- Installation of a sprinkler fire protection system throughout the complete building including living spaces, storage, office and fire apparatus bays; and
- Specialize water rescue training including all associated costs for materials and labor; and

WHEREAS, to properly account for the expenditure of this money, a budget amendment needs to be made.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that the City Manager is authorized to make the following budget amendment to the 2020-20201 budgets effective September 30, 2020 to cover various details and equipment purchases:

Increase revenue account:	
A.00.0000.0000 4389	\$68,880.95
Increase expense account:	
A.05.3410.3410 435	\$17,325.00
A.01.9901 900	\$55,000.00

**Seconded by Councilmember
And on roll call**

#-2020

A RESOLUTION TO AMEND THE 2020-2021 FIRE DEPARTMENT BUDGET TO REFLECT THE RECEIPT OF A BICYCLE AND PEDISTRIAN SAFETY GRANT, IN THE AMOUNT OF \$800.00.

Motion of Councilmember

WHEREAS, the City of Batavia Fire Department has received a grant in the amount of \$800.00 for Award period October 1, 2020 through September 30, 2021 from the New York State Governor's Traffic Safety Committee related to bicycle and pedestrian safety for increased bicycle safety training and bicycle helmet distribution to the community in an effort to reduce serious injury and death to children; and

WHEREAS, to properly account for the expenditure of this money, a budget amendment needs to be made.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that the City Manager is authorized to make the following budget amendment to the 2020-2021 budgets effective September 30, 2020 to cover various Car Seat Program details, equipment purchases:

Increase revenue accounts:	
A.00.0000.0000 3389	\$800.00
Increase expense accounts:	
A.05.3410.3410 201	\$700.00
Increase expense accounts:	
A.05.3410.3410 401	\$100.00

**Seconded by Councilmember
And on roll call**

#-2020

A RESOLUTION TO AMEND THE 2020-2021 FIRE DEPARTMENT BUDGET TO REFLECT THE RECEIPT OF A CAR SEAT GRANT, IN THE AMOUNT OF \$3,200.00

Motion of Councilmember

WHEREAS, the City of Batavia Fire Department has received a grant in the amount of \$3,200.00 for Award period October 1, 2020 through September 30, 2021 from the New York State Governor's Traffic Safety Committee related to Car Seat Safety for increased child passenger safety and proper installation training of caregivers in an effort to reduce serious injury and death to children; and

WHEREAS, to properly account for the expenditure of this money, a budget amendment needs to be made.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that the City Manager is authorized to make the following budget amendment to the 2020-2021 budgets effective September 30, 2020 to cover various Car Seat Program details, equipment purchases:

Increase revenue accounts:	
A.00.0000.0000 3389	\$3,200.00
Increase expense accounts:	
A.05.3410.3410 201	\$1,000.00
Increase revenue accounts:	
A.05.3410.3410 435	\$1,900.00
Increase expense accounts:	
A.05.3410.340 401	\$ 300.00

**Seconded by Councilmember
And on roll call**

#-2020

A RESOLUTION TO AMEND THE 2020-2021 FIRE DEPARTMENT BUDGET TO REFLECT THE RECEIPT OF A FM GLOBALFIRE INVESTIGATION EQUIPMENT GRANT, IN THE AMOUNT OF \$1,638.00

Motion of Councilmember

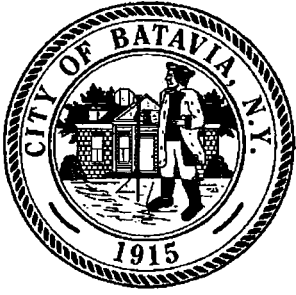
WHEREAS, the City of Batavia Fire Department has received a fire prevention donation from FM Global in the amount of \$1,638.00 from the FM Global related to improving fire prevention and investigation services within the City of Batavia Fire Department.

WHEREAS, to properly account for the expenditure of this money, a budget amendment needs to be made.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Batavia that the City Manager is authorized to make the following budget amendment to the 2020-2021 budgets effective August 10, 2020 to cover various fire investigation equipment purchases:

Increase revenue accounts:	
A.00.0000.0000 2750	\$1,638.00
Increase expense accounts:	
A.05.3410.3410 201	\$1,638.00


**Seconded by Councilmember
And on roll call**



City of Batavia

Memorandum

To: Rachael Tabelski, Acting City Manager

From: Matt Worth, Director of Public Works 

Date: July 30, 2020

Subject: Zoning Recommendation by Planning Board

Mr. Eric Biscaro, the owner of 653 Ellicott St, petitioned for a zoning change to allow for Public Garages to be allowed in an I-1 Industrial Zone. At the March 9, 2020 Council meeting, the City Council directed that this item be reviewed by the Planning and Development Committee (PDC) and a recommendation to be provided for City Council's consideration.

The attached document from the Planning and Development Committee includes the recommended changes, highlighted in yellow, which defines and recognizes public garages in I-1 zones contingent upon obtaining a special use permit. This change makes "Public Garages" a use consistent with its allowance in C-2 commercial zones with a special use permit.

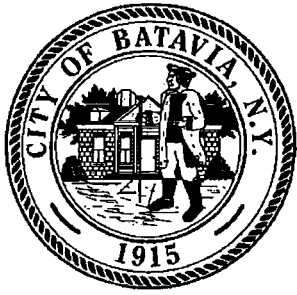
The next appropriate step is for Council to review the recommended changes. Council can accept the PDC recommendation "as is" and forward to the County Planning Department for review, or make comments/changes which can be sent directly to County Planning Department or can be sent back to the City PDC for their review and comment before going to the County Planning.

A formal resolution is not required for sending the proposed changes to the County Planning Department. A public hearing and local law resolution would then be the final steps in adopting the zoning change.

Supporting Documentation
Planning and Development Committee Document

Department of Public Works
One Batavia City Centre
Batavia, New York 14020

Phone: 585-345-6325
Fax: 585-343-1385
www.batavianewyork.com



City of Batavia

July 23, 2020

Batavia City Council
One Batavia City Centre
Batavia NY 14020

Dear Council President:

During its regularly scheduled meeting of July 21, 2020, the Planning and Development Committee reviewed permitted zoning of "Public Garages".

After discussion, a motion was supported to recommend Council consider amending the zoning code to permit automobile repair shops (Public Garages) in the I-1 Industrial District with issuance of a Special Use Permit. This matches the established process for motor vehicle repair shops located within the C-2 General Commercial District.

Please feel free to contact me if you have any questions regarding this matter.

Respectfully submitted,

Duane Preston
PDC Chairman

Bureau of Inspection
One Batavia City Centre
Batavia, New York 14020

Phone: 585-345-6345
Fax: 585-343-1385
www.batavianewyork.com

190-15. I-1 Industrial Districts.

In I-1 Industrial Districts, no building or structure shall be erected, altered or extended, and no land, building or structure or part thereof, shall be used for other than the following permitted uses, subject to the performance standards set forth in § 190-38:

A. Permitted principal uses.

(1) Retail store, including storage, wholesale, and service operations customarily incidental thereto.

(2) Any legal use of a light industrial nature which involves the processing, fabrication, assembly or packaging of previously prepared or refined materials, including uses providing repair or general services to industrial uses except:

(a) Those uses which, because of danger to the general public due to hazards of fire and explosion, including those uses where explosives, combustible bases or flammable liquids are manufactured or stored, shall be permitted only by a special use permit authorized by the Council according to the provisions of § 190-37 and only in conformance with the State Building Construction Code^m and Labor Law of the State of New York.

[1] *Editor's Note: See Ch. 51, Building Construction.*

(b) Uses of an extractive nature, including but not limited to the operation of sand and gravel mines, topsoil removal and mineral removal work.

(3) Industrial office buildings for executive, engineering and administrative purposes.

(4) Scientific or research laboratories devoted to research, design and/or experimentation and processing and fabricating incidental thereto.

(5) Any use permitted in § 190-24B(2), except that retail stores shall be governed by Subsection A(1) of this section.

(6) Art gallery.

[Added 8-14-2000]

B. Permitted accessory uses.

(1) Such accessory uses as are customarily incidental to any of the above uses, subject to the provisions of § 190-35.

(2) Off-street parking subject to the provisions of § 190-39.

(3) Signs subject to the provisions of § 190-43.

C. Uses permitted by special use permit.
[Amended 8-14-2000]

- (1) Junkyards, salvage and scrap processing, outside storage.
- (2) Uses which may cause a danger to the public due to the hazards of fire and explosion.
- (3) Automobile service stations.
- (4) Live/work units. Live/work units must comply with § 190-37, Subsection J, entitled "Standards applicable for all special use permits."
- (5) Brew pub, micro brewery. Brew pubs and micro breweries must comply with § 190-37, Subsection J, entitled "Standards applicable for all special use permits."
- (6) Public storage rental units/buildings with or without outside storage.
[Added 12-9-2019 by Ord. No. 2-2019]
- (7) Public garages for the storage, adjustment or repair of motor vehicles.**

New text in **Bold**

190-37. Special use permits. [Amended 11-9-1998]

The following uses may be permitted provided a special use permit is authorized by the Planning and Development Committee under the terms and specifications herein. The necessity for certain specific uses is recognized. At the same time they, or any of them, may be or become inimical to the public health, safety and general welfare of the community if located without consideration to the existing conditions and surroundings. Special use permits authorize a particular land use that is permitted by the provisions of this chapter, but may require additional conditions to assure that the proposed use is in harmony with this chapter and will not adversely affect the neighborhood conditions. The following standards and proceedings are hereby established which are intended to provide the Planning and Development Committee with a guide for the purpose of reviewing certain uses not otherwise permitted in this chapter.

A. Municipal or public utility structures. Municipal or public utility structures or facilities may be permitted by special use permit in residential and commercial zoning districts provided that:

- (1) The proposed installation in a specific location is necessary and convenient for the efficiency of the public utility system or the satisfactory and convenient provision of service by the utility to the neighborhood or area in which the particular use is to be located.
- (2) The design of any building in connection with such facility conforms to the general character of the area and will not adversely affect the safe and comfortable enjoyment of property rights of the district in which it is located.
- (3) Adequate and attractive fences and other safety devices will be provided.
- (4) A buffer strip 10 feet in width shall be provided around the perimeter of the property.
- (5) Adequate off-street parking shall be provided.
- (6) All of the area, yard and building coverage requirements of the respective zoning district will be met.

B. Professional offices. Professional offices for attorneys, physicians and/or dentists may be permitted by special use permit in the R-3 Residential District, provided that:

- (1) A minimum area of 10,000 square feet with 75 feet of frontage shall be provided.
- (2) Not more than 30% of the lot shall be covered by building area.
- (3) A minimum of 35 feet for rear and front yards and a minimum of 12 feet for one side yard and a total of 25 feet for both side yards shall be required for all new construction.
- (4) On an existing structure which is connected and providing no additions are required, the City Council shall determine that the proposed use and structure will not be detrimental to adjoining properties.

(5) Off-street parking shall be provided at a rate of one space per 150 square feet of floor area or fraction thereof. No parking shall be permitted within any portion of the front yard.

(6) Where a parking area for four or more cars adjoins a residential property, a planted buffer strip at least 10 feet wide shall be provided between the parking area and the adjoining property.

(7) No more than four physicians or dentists shall occupy one building.

(8) If the proposed use is to be located in a residential building, the residential facade shall be maintained.

C. High-rise apartments. High-rise apartments may be permitted by special use permit in the R-3 Residential, C-1 Limited Commercial and C-2 General Commercial Districts, provided that:

(1) Detailed plot plans, showing parking, building location, buffer areas, etc., shall be submitted.

(2) No structure shall contain more than one dwelling unit per 650 square feet of lot area. For structures which exceed eight stories in height, the minimum lot area per dwelling unit shall not exceed 800 square feet.

(3) The minimum lot width shall be 150 feet.

(4) All yards shall have a minimum depth equal to not less than 1/2 the height of the tallest building but in no case shall the required yard areas be less than 35 feet.

(5) No apartment unit shall have less than 396 square feet of gross living area.

(6) Parking may be provided in any yard area but the front yard and shall be in the ratio as approved by the City Council.

(7) Not more than 40% of the lot area shall be covered by building area.

(8) Each building shall be provided with at least one passenger elevator and one service/passenger elevator.

(9) One project identification sign shall be permitted which shall not exceed 25 square feet in area and shall be situated not less than 10 feet within the property lines. The sign may include only the name of the project, the street address, and the presence or lack of vacancies.

D. Cleaning establishments. Cleaning establishments may be permitted by special use permit in the C-2 General Commercial and Industrial Districts, provided that:

(1) It shall be determined that the proposed use is compatible in the adjoining land uses.

(2) The proposed use will not adversely affect the general health, safety and welfare of the public.

(3) The applicant shall indicate precautions taken to protect the general health, safety and welfare of the public.

E. Automobile service stations; garages; drive-in restaurants. Automobile service stations and/or garages for the storage, adjustment or repair of motor vehicles, drive-in restaurants and other similar uses where specific attention and consideration must be given to traffic generation and the disruption of traffic flow as well as the danger to the general public due to hazards by fire and explosion, may be permitted by special use permit in C-2, I-1 and I-2 Districts, provided that:

(1) A site plan shall be prepared to show the location of buildings, parking areas, and driveways. In addition, the site plan shall show the number and location of fuel tanks to be installed; the dimensions and capacity of each storage tank; the depth the tanks will be placed below the ground; the number and location of pumps to be installed; the type of structure and accessory buildings to be constructed; the location, height, and lighting power of proposed lighting standards; and the manner in which buffering is to be provided.

(2) Automobile service stations and drive-in restaurants shall have the following yard restrictions:

(a) A minimum lot size of 15,000 square feet with a minimum width of 125 feet.

(b) Minimum front and side yard areas of 25 feet with a minimum rear yard of 35 feet.

(c) Maximum lot coverage of 20%.

(d) Maximum building height of one story or 18 feet.

(3) Driveways at service stations, drive-in restaurants and other uses providing drive-in service shall not be less than 20 feet nor more than 24 feet in width at any point. Driveways must be at least 20 feet from any side lot line and 50 feet from the intersection of street lines. No more than two driveways shall be permitted for each 125 feet of street frontage.

(4) The entire area of the site traveled by motor vehicles shall be hard surfaced.

(5) Any repair of motor vehicles shall be performed in a fully enclosed building, and no motor vehicle shall be offered for sale on the site. No motor vehicle parts or partially dismantled motor vehicles shall be stored outside an enclosed building.

(6) Accessory goods for sale may be displayed on the pump island and the building island only. The outdoor display of oil cans and/or antifreeze and similar products may be displayed on the respective island if provided for in a suitable stand or rack.

(7) All fuel pumps shall be located at least 20 feet from any street or property line and pumps shall have automatic shutoffs as approved by the Fire Department.

(8) Parking for service stations shall be provided in the ratio of one space per 100 square feet of floor area or fraction thereof in the principal building. Parking for drive-in

restaurants shall be provided in the ratio of four spaces per 100 square feet of floor area or fraction thereof in the principal building.

(9) Where such parking areas abut a residential zoning district, they shall be screened by a buffer area not less than 10 feet in depth composed of densely planted evergreen shrubbery, solid fencing, or a combination of both which, in the opinion of the City Council will be adequate to prevent the transmission of headlight glare across the district boundary line. Such buffer screen shall have a minimum height of six feet above finished grade at the highest point of the parking area. The materials shall be in keeping with the character of the adjacent residential area.

(10) No automobile service station or public garage shall be located within 500 feet of any public entrance to a church, school, library, hospital, charitable institution or place of public assembly. The distance shall be measured in a straight line from the public entrance to the lot line nearest such entrance along the street line.

(11) No service station shall be located within 1,000 feet of an existing station on the same side of the highway. If a station is located at the intersection of two streets, this distance shall be measured along both streets which abut the property.

(12) The areas shall be illuminated by nonglare lighting standards, focused downward, and which, in the opinion of the City Council, will not create a nuisance to adjoining property owners.

(13) Drive-in restaurants for the purposes of this subsection are defined as eating establishments for customers normally arriving by motor vehicles, who are provided quick service, food and drink, and such customers obtain their own food and drink at a counter or other place for dispensing food therein and consume such food and drink upon the premises; or in such type restaurants where customers may be waited upon without leaving their vehicles by employees of the drive-in restaurant.

(14) The use of an automobile service station may include the sale or rental of vehicles with a special permit from the City Council. No vehicles shall be parked or displayed in the required front yards, and a detailed plot plan showing the areas in which such vehicles are to be stored shall accompany the application for the special use permit.

F. Automobile junkyards; reclamation centers. As defined by this chapter, junkyards, automobile junkyards, or reclamation centers may be permitted by special use permit in the I-1 and I-2 Industrial Districts, provided that:

(1) All wrecking, dismantling, processing and other related operations shall be conducted within the property lines which shall be completely enclosed by a solid fence material of not less than six feet in height. Such fence shall be of a height sufficient to preclude the visibility of materials from all public rights-of-way.

(2) The keeping of such fence in good maintenance shall be a condition of the issuance of the special use permit. The Council may revoke this authorization if such fence is not maintained in good condition.

(3) No junkyard shall be located within 200 feet of a residential district. This distance shall be measured from the nearest point of the property line of the junkyard to the residential district.

G. Large-scale multifamily developments. Large-scale multifamily developments, including garden apartments and townhouses may be permitted in any residential district and the C-1 Limited Commercial District, provided that:

(1) A detailed site plan showing the location of all buildings, driveways, parking areas, and recreation space buffer areas, is submitted in accordance with § 51-8B of Chapter 51, Building Construction, of the Code of the City of Batavia.

(2) Special use permit for such uses shall be required at any time the number of units in a particular development reaches six or more, whether the six are proposed at any one time, single, or in any combination totaling six or more.

(3) The total number of dwelling units for a multifamily project shall not exceed a density of:

(a) Six units per gross acre of land in R-1 Districts.

(b) Twelve units per gross acre of land in R-2 Districts.

(c) Twenty units per gross acre of land in R-3 and C-1 Districts.

(4) There shall be no dwelling units below the first story or above the second story.

(5) Each dwelling unit shall contain complete kitchen facilities, toilet and bathing facilities, and shall have a minimum gross floor area in accordance with the following:

(a) One-bedroom dwelling units and/or efficiency units shall have a minimum of 600 square feet.

(b) Two-bedroom dwelling units shall have a minimum of 800 square feet.

(c) Three-bedroom dwelling units shall have a minimum of 1,000 square feet.

(6) There shall be no more than 16 dwelling units in each building or structure.

(7) No multifamily dwelling structure shall be located within 25 feet of another dwelling structure, swimming pool, recreation building, or garage.

(8) Every building shall have a minimum setback of 20 feet from any and all interior roads, driveways, and parking areas.

(9) There shall be a buffer strip planted with evergreen shrubs along the entire perimeter of the property, exclusive of the front yard(s), of at least 15 feet in width measured from the property line. No parking or recreation areas shall be permitted within this buffer strip.

(10) Parking shall be required at the ratio of no less than 1 1/2 spaces per dwelling unit.

(11) A minimum of 10% of the total tract area shall be designated for common recreational purposes. The area designated for recreation shall, in the opinion of the City Council, be suitable for such purposes.

(12) Sufficient laundry, drying, garbage pickup and other utility areas must be provided and shall be located with a view both to convenience and to minimizing the detrimental effect on the aesthetic character of the building(s) and shall be enclosed and shielded from view by fencing, walls or shrubbery of at least six feet in height around the perimeter.

(13) There shall be a minimum common storage area in each building for bicycles, perambulators and similar type of equipment of 30 square feet in area and a minimum of six feet in height per dwelling unit.

(14) Driveways, parking areas, dwelling entranceways, and pedestrian walks shall be provided with sufficient illumination to minimize hazards to pedestrians and motor vehicles. Such light sources shall, where necessary, be shielded to avoid glare disturbing to occupants of buildings.

(15) Other standards and conditions to the site plan and to curbing, driveways, parking areas, pedestrian walks, landscaping and planting not otherwise specified herein may be attached as conditions by the City Council as circumstances indicate they will further the purposes and intent of this chapter.

(16) The proposed use shall meet the area and yard requirements specified in Schedule I of this chapter.[1]

[1] Editor's Note: Schedule I is included at the end of this chapter.

H. Heliports and helistops. Heliports and helistops may be permitted by special use permit in the I-1 and I-2 and P-1 and P-2 Districts, provided that:

(1) All applications for a heliport or helistop in the City shall include all of the information identified in § 51-8D of Chapter 51, Building Construction, of the Code of the City of Batavia, as well as anticipated frequency of helicopter operations; proposed landing areas, including ground and building sites; types of craft to be utilized; takeoff and landing approaches, emergency landing sites; fire participation facilities; and structural support capabilities for rooftop landing sites.

(2) Heliports or helistops shall not be permitted within 1,000 feet of any residential district except by special use permit authorized by the City Council.

(3) All helicopter landing areas shall be enclosed by wind-deflection fences which are four feet in height.

(4) All helicopter landing surfaces shall be free from dust, dirt and other loose material and shall be covered by a surface approved by the City Engineer.

(5) For rooftop landing areas the structure shall be capable of supporting a gross concentrated load equal to 1.75 times the helicopter's weight.

(6) Routes of helicopters shall be over terrain which affords suitable emergency landing areas no farther away than a glide angle of one foot vertically to four feet horizontally.

(7) Minimum landing areas for a heliport shall be 100 feet by 100 feet exclusive of tie-down facilities, taxi-ways, service and parking areas. On rooftop sites, the minimum landing area shall be 40 feet by 40 feet for helicopters of less than 3,500 pounds gross weight. The minimum size of the touchdown area for helicopters over 3,500 pounds gross weight shall be at least 11/2 times the rotor diameter.

(8) Rooftop helicopter landing facilities shall be located in an area that will permit a glide slope angle of eight feet horizontal distance for every one foot vertical clearance required. Two such approaches shall be available, at least 90° removed from each other.

(9) On all touchdown or landing areas, whether elevated or flush with the roof, provision shall be made for collecting fuel which may be spilled in event of any emergency. Separator or clarifier tanks for collecting spilled fuel shall be installed under approval and supervision of the City Engineer.

(10) Fire-fighting facilities approved by the Batavia Fire Department shall be provided at all landing sites.

(11) All landing sites shall be approved and marked as prescribed by the Federal Aviation Administration.

(12) For rooftop sites no light standards, roof vents, guy lines, television antennas, or other similar rooftop obstructions which may be difficult to see from the air shall be permitted within the required glide slope on three sides, or within an arc of 270°.

(13) Such lights as are installed shall illuminate and be directed onto the touchdown pad only, and in such a manner that the light rays cannot interfere with the helicopter pilot's vision.

(14) Approved means of communication, such as telephone, radio, fire alarm box or signaling device, shall be provided adjacent to the landing area.

I. Restricted residential uses. Restricted residential uses shall be permitted in C-3 Central Commercial Districts as defined herein with the following provisions:

[Added 7-8-1996]

(1) A detailed site plan showing the location and size of all buildings, entrances, exits, driveways, signage, parking areas, and dumpsters is submitted in accordance with § 51-8 of Chapter 51, Building Construction, of the Code of the City of Batavia.

(2) A detailed floor plan drawn to scale of all interior portions of any building or any renovations to existing buildings shall be submitted as part of the special use permit application.

(3) The maximum height from curb level for any new building constructed shall be four stories.

(4) No residential use shall be permitted on the first floor. The first floor use must be consistent with other allowed uses in the C-3 Central Commercial Districts.

(5) There shall be no more than two bedrooms per unit.

(6) Any new building constructed shall be built to the front lot lines on Main Street and Jackson Street within the C-3 Central Commercial District.

(7) A parking plan shall be submitted detailing plans for parking. An annual fee for parking shall be required for any use by residents of City-owned parking lots with those limitations set forth by the City Council if the special use permit application is approved.

(8) Separate signage denoting residential use shall be allowed as approved in the special use review.

(9) Other standards and conditions to the site plan and to curbing, driveways, parking areas, pedestrian walks, landscaping and planting not otherwise specified herein may be attached as conditions by the City Council as circumstances indicate they will further the purposes and intent of this chapter.

J. Accessory dwelling units. Accessory dwelling units may be permitted by special use permit in the R-1 Residential District, provided that:

[Added 10-25-1999]

(1) No changes are made to the front exterior of the single-family dwelling to maintain the appearance of a single-family home.

(2) Accessory units will only be allowed in owner-occupied single-family residences.

(3) Garages may not be converted to accessory dwelling units.

(4) Entrances for the accessory unit shall not be on the front exterior to maintain the single-family appearance of the structure.

(5) One parking space to be provided for the accessory dwelling unit.

K. Standards applicable for all special use permits. The Planning and Development Committee may issue a special use permit only after it has found that all the following standards and conditions have been satisfied, in addition to any other applicable standards and conditions contained elsewhere in this chapter.

[Added 11-9-1998]

(1) The location and size of such use and intensity of the operations involved in or conducted therewith, its site layout and its relation to access streets shall be such that both pedestrian and vehicular traffic to and from the use and the assembly of persons therewith will not be hazardous and shall be in harmony with the orderly development of the district.

(2) The location, nature and height of buildings, walls and fences will not discourage the appropriate development and use of adjacent land and buildings, nor impair their value.

(3) The operation of any such use shall not be more objectionable to nearby properties than would be operation of any permitted use.

(4) The operation of any such use shall not cause undue noise, vibration, odor, lighting glare, and unsightliness so as to detrimentally impact adjacent properties.

(5) When a commercial or industrial special use abuts a residential property the Planning and Development Committee may find it necessary to require screening of sufficient height and density (i.e. fences, hedges, etc.) to reduce or eliminate the conflicting environmental conditions previously mentioned.

(6) Electrical disturbances shall not be caused so as to disrupt radio or television communications in the immediate area.

(7) The proposed use shall meet the off-street parking and loading requirements of similar uses.

(8) Appropriate on-lot drainage shall be provided so as to eliminate any potential on-site water-related problems. Also, the drainage systems created shall not detrimentally impact on adjacent properties.

(9) Traffic access to an from the use site, as well as on-lot traffic circulation, shall be designed so as to reduce traffic hazards.

(10) Such use shall be attractively landscaped.

(11) A special use permit shall not be issued for a use on a lot where there is an existing violation of this chapter unrelated to the use which is the subject of the requested special use permit, as determined by the Planning and Development Committee.

(12) As a condition of all special use permits, right of entry for inspection with reasonable notice shall be provided to determine compliance with the conditions of said permit.

(13) In addition to the general standards for special use permits as set forth herein, the Planning and Development Committee may, as a condition of approval for any such use, establish any other additional standards, conditions, and requirements it deems necessary or appropriate to promote the public health, safety and welfare, and to otherwise implement the intent of this chapter.

(14) The above standards are not intended to apply to uses whose regulation has been preempted by the state or federal government.

L. Adult uses as per Article VI.

[Added 12-13-1999]

M. Public storage rental units/buildings. Public storage rental units/buildings may be permitted by special use permit in the I-1 and I-2 Districts provided:

[Added 12-9-2019 by Ord. No. 2-2019]

(1) A site plan be prepared and show the arrangement of storage buildings and outside storage areas, exterior lighting, landscaping, screening, fencing, and garbage/trash storage areas, in addition to the site plan requirements of § 190-44.

(2) Buildings are not to exceed one story in height and not more than 20 feet above grade.

(3) Buildings and outside storage areas are to be a minimum of 100 feet from any residential use property.

(4) Storage of the following will be prohibited:

(a) Flammable liquids, gases or solids in excess of those permitted by the International Fire Code.

(b) Storage of food products.

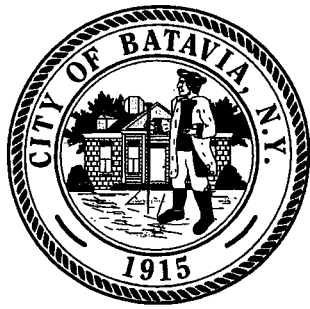
(c) Outside storage of junk automobiles/vehicles, auto parts, or mechanical equipment other than recreational vehicles, motor homes, travel trailers, campers, boats.

(d) Storage of garbage, trash or recyclable materials.

(5) Off-street parking shall be provided for visitors at the rate of one space per 20 rental units.

(6) No materials or products of any kind may be displayed or offered for sale on site.

(7) Outdoor lighting shall be designed so the maximum illumination at the property line does not exceed zero footcandle on adjacent residential use properties.



Memorandum

To: Rachael Tabelski, Acting City Manager

From: Matt Worth, Director of Public Works

Date: August 1, 2020

Subject: Lead Services Grant Construction Bid

In 2019 the City of Batavia was notified that it was awarded a grant in the amount of \$554,112 for the replacement of lead services in our community. The City will utilize contracted services to complete this work which will require engineering expertise in the preparation of appropriate and most efficient construction methods for the contractor to utilize. In addition, the contract documents must also utilize special requirements of the grant in meeting a 30% Minority or Woman owned Business Enterprise (MWBE) goal.

The City has made over 30 vacuum excavations on Swan and Hutchins Streets verifying service line materials in preparation of the bidding documents being prepared by GHD Engineers. The bid documents are being finalized and it is expected that bids for this project will be advertised and received ahead of the September Council Business Meeting where the project could be awarded allowing for the replacement of the lead service lines this fall. It is expected that the grant funds will be fully utilized on these two streets.

Supporting Documentation:
Draft Resolution

#-2020
A RESOLUTION TO ENTER INTO AN AGREEMENT WITH
XXXXX
THE REPLACEMENT OF LEAD SERVICE LINES

Motion of Councilmember

WHEREAS, a project for the replacement of lead service lines in the City of Batavia on portions of Swan Street, and Hutchins Street; and

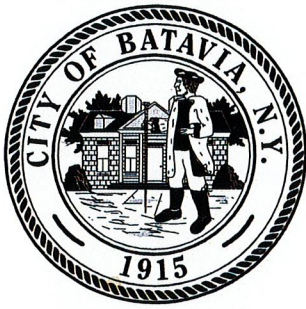
WHEREAS, a competitive bid was made by XXXX, for the replacement of lead service lines as specified in the contract document titled City of Batavia Lead Services Replacement Project - 2020; and

WHEREAS, XXXXX is the lowest responsible bidder (\$XXX,XXX).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Batavia that the City Council President is hereby authorized on behalf of the City to execute an agreement with XXXX for replacement of lead service lines.

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

DRAFT



City of Batavia

Memorandum

To: Honorable City Council Members

From: Rachael J. Tabelski, MPA, Acting City Manager

Date: July 29, 2020

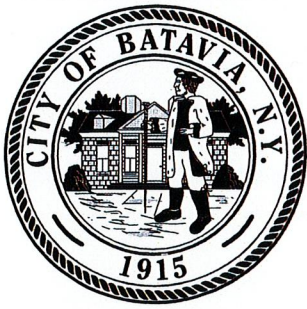
Subject: COVID Financial Update

In April you were provided with a memo regarding the potential lost revenue the City was facing amid the COVID-19 Pandemic and the shutdown of New York State. In April our best financial forecast predicted a loss of \$2.5M in revenue to the General Fund of the City. This included a potential loss of sales tax projected at 30% and a loss of other revenue sources at 15%.

After the first quarter, including the first sales tax payment and the reopening of the New York's economy, I revised the financial projections. Currently with all of the data, I am reflecting a smaller sales tax loss (15%) and smaller loss in "other revenue" (5%). **The projected loss to the City stands at \$1.18M.** The projected loss was cut by \$1.32M. Sales tax and property tax losses were not as severe as originally forecasted.

Assumptions Revenue	Original Budget	Assumed Stable	Revenue after 5% reduction	Revenue after 15% Reduction	Loss Projected
Sales & Use Tax	\$ 6,500,000.00			\$ 5,525,000.00	\$ 975,000.00
Property Taxes Escrow	\$ 3,445,292.00	\$ 3,445,292.00			
Property Taxes not on Escrow	\$ 2,334,041.00		\$ 2,217,338.95		\$ 116,702.05
AIM Aid	\$ 1,750,975.00	\$ 1,750,975.00			
Reserved Revenue	\$ 808,320.00	\$ 808,320.00			
Health Insurance Reserve	\$ 110,000.00	\$ 110,000.00			
Road Resurfacing Sidewalks	\$ 310,000.00	\$ 310,000.00			
Assigned Unapprop Fund Balance	\$ 259,100.00	\$ 259,100.00			
Water Fund Transfer	\$ 225,000.00	\$ 225,000.00			
Other Revenue Sources	\$ 1,855,908.00		\$ 1,763,112.60		\$ 92,795.40
Total	\$ 17,598,636.00	\$ 6,908,687.00	\$ 3,980,451.55	\$ 5,525,000.00	\$ 1,184,497.45

Revenue Projections	Total Projected Loss in Revenue
\$ 16,414,138.55	\$ 1,184,497.45



Potential Cost Savings

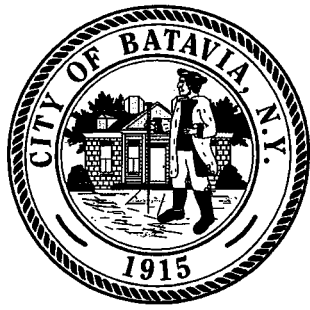
All City departments will continue to abide by the COVID-19 spending cuts plan created in April. These cuts include specific spending freezes on vehicles and equipment purchases, overtime, travel and training, and is specific to each department. The city will need to continue the lay-off of some part-time employees (youth summer recreation staff, ordinance enforcement, dispatcher), and continue the hiring freeze on two positions (Firefighter and Youth Services Program Coordinator) at this time. These measures will achieve \$641,388 in savings at this time.

Potential Revenue Receipts

The City historically did not budget for VLT revenues since the State can elect to not distribute these funds to the City. In the current year the City received \$352,631 in VLT funds. In addition to the receipt of the VLT revenues it is anticipated that the City will receive \$39,000 from an SRO agreement that was not included in the current budget and anticipation that permit revenues will exceed budgeted amount by approximately \$40,000. These revenues will assist in offsetting the anticipated reduction in AIM aid in the amount of \$246,107.

Projected Revenue Loss July 2020	(\$1,184,497)
Potential Revenue Receipts	\$185,524
Potential Cost Savings	\$641,388
Gap/shortfall	(\$357,585)

As we move forward, and as the state and economy recover, I am hopeful that the sales tax recovers better than predicted, and the City is given the opportunity for direct stimulus funding from the Federal Government to cover our current predicted shortfall in revenue.



City of Batavia

Memorandum

To: Honorable Members of the Batavia City Council

From: Rachael J. Tabelski, MPA, Acting City Manager

Date: August 3, 2020

Subject: Sewer Jet/Vac Purchase

The City's 1994 Vactor 2100 truck is in need of replacement (Unit 408). Currently the city has two sewer vac trucks, Unit 408 purchased in 1994, and Unit 409 purchased in 2012. These sewer vac trucks are critical to the Department of Public Works operations specifically for sanitary sewer, storm sewer and water operations.

Current vehicle replacement schedules will allow the City to run new sewer vac truck for 10 years and then use the same truck for another 10 years as a backup. The 1994 unit has served the city for 26 years and has undergone multiple repairs.

The Department of Public Works has identified a 2019 demo unit, 2019 Western Star 4700 Chassis with a debris sensor installed with approximately 4,900 miles, for a cost of \$380,000. To move forward with this, purchase the city will need to bond the purchase of the equipment.

The sewer vac was included in the equipment replacement plan in the 20-21 budget and will be paid for by expiring debt. The city will still remain well below the constitution debt limit with the addition of this purchase.

Enclosed is a bond resolution, not to exceed \$420,000, that includes the purchase of the sewer vac and estimated bond costs. I recommend moving forward with the purchase of the sewer vac truck and authorizing the borrowing.

#-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BATAVIA
AUTHORIZING THE PURCHASE AND FINANCING, BY THE ISSUANCE OF
SERIAL BONDS, OF A JET-VACUUM TRUCK FOR USE IN THE CITY'S SANITARY
SEWER SYSTEM, WATER SYTEM, STORM SEWER SYSTEM AND HIGHWAY
MAINTENANCE OPERATIONS AND AUTHORIZING THE CITY MANAGER OR
OTHER AUTHORIZED OFFICER OF THE CITY TO TAKE ANY AND ALL
NECESSARY ACTIONS TO COMPLETE SAID PURCHASE AND FINANCING**

Motion of Councilmember

WHEREAS, the City Council of the City of Batavia has determined it necessary to undertake the purchase of one (1) combination jet/vacuum truck for use in the City's sanitary sewer system, water system, storm sewer system and highway maintenance operations (the "Vehicle"); and

WHEREAS, it is desired by the City to authorize the expenditure of \$420,000 for the costs to acquiring the Vehicle and for the payment of costs of issuance of any debt issued for the financing of said Vehicle acquisition as well and to take certain preliminary actions to develop a plan for financing such purchase and to carry out all other necessary or appropriate actions in furtherance thereof.

BE IT RESOLVED, by affirmative vote of not less than two-thirds of the total voting strength of the City Council of the City of Batavia, Genesee County, New York as follows:

Section 1. The purchase of the Vehicle is hereby authorized at an estimated cost of \$380,000 plus the costs of issuance as hereinafter provided.

Section 2. The financing of the purchase of the Vehicle, by the issuance of general obligation bonds or other form of acceptable debt financing, is hereby authorized at a maximum estimated aggregate amount of \$420,000 which amount shall include the cost of acquiring the vehicle plus the costs of said issuance as permitted by law.

Section 3. The financing of said equipment is exempt from SEQR regulations.

Section 4. It is hereby determined that the period of probable usefulness for the Vehicle is fifteen years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law.

Section 5. The temporary use of available funds of the City, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Local Finance Law, for the purpose or purposes described in Section 1 of this resolution. The City then reasonably expects to reimburse any such expenditures (to the extent made after the date hereof or within 60 days prior to the date hereof) with the proceeds of the Obligations authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the City's "official intent" to reimburse the expenditures authorized by Section 2 hereof with such bond or note proceeds, as required by United States Treasury Regulations Section 1.150-2.

Section 6. The City Manager or other authorized officer of the City is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the Obligations as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the authorized by this resolution as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3)(B)(i) of the Code.

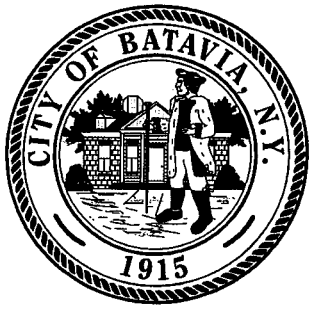
Section 7. The City Clerk is hereby authorized to publish this resolution, or a summary thereof, together with a notice in substantially the form provided by Section 81.00 of the Local Finance Law, in the official newspaper(s) of the City, or if no newspaper(s) have been so designated, then in a newspaper having general circulation in the City, which newspaper has been designated by the City Council in a separate resolution. The validity of the general obligation bonds authorized hereby, or of any bond anticipation notes issued in anticipation of the sale of such general obligation bonds, may be contested only if:

1. (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or

(b) if the provisions of law which should be complied with at the date of publication of this resolution (or a summary thereof) are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication; or
2. such obligations are authorized in violation of the provisions of the Constitution of the State of New York.

Section 8. This resolution is effective immediately and shall be placed in the official minutes of the City as an official action of the City Council.

**Seconded by Councilmember
And on roll call**



City of Batavia

Memorandum

To: Honorable City Council Members

From: Rachael J. Tabelski, MPA, Acting City Manager

Date: July 30, 2020

Subject: Stipend for Employees

On June 20, 2020 I assumed the duties of Interim City Manager, when the former City Manager resigned. By assuming the role of Interim City Manager I have had to shift my focus and priorities away from the position of Assistant City Manager. As a Department Head of the Administrative Services Department, the Assistant City Manager serves as project manager for multiple projects across the City.

To accomplish this transition, I request that City Council recognize certain staff members with additional compensation/stipend for the increased workload they will perform.

The Human Resource Specialist, Deputy Director of Finance, and Confidential Secretary to the City Manager will be taking on additional duties and responsibilities as a result of the Assistant City Manager's position being vacant. The duties include, but are not limited to, the management and implementation of a \$750,000 new Enterprise Resource Program (ERP) solution for all software applications, a \$390,000 information technology hardware project and windows 10 upgrade, RFP solicitation and implementation of a fiber project to connect all City facilities to a fiber network, FEMA Flood Zone public relations duties, internal risk management and safety committee duties, assist the interim manager with Bond Anticipation Notes for upcoming capital projects, as well as other duties performed by the Assistant City Manager.

I recommend that these employees are recognized, and compensated, for the additional work they will perform until such time as City Council permanently fill the positions of City Manager and Assistant City Manager.

#-2020

A RESOLUTION TO AUTHORIZE ADDITIONAL COMPENSATION

Motion of Councilmember

WHEREAS, the City Manager has submitted his resignation effective June 20, 2020; and

WHEREAS, pursuant to Section 5-4 of the City Charter Rachael J. Tabelski, the Assistant City Manager, has assumed the duties of City Manager; and

WHEREAS, the Human Resource Specialist, Deputy Director of Finance, and Confidential Secretary to the City Manager will be taking on additional duties and responsibilities as a result of the Assistant City Manager serving as City Manager; and

WHEREAS, These duties include, but are not limited to, the management and implementation of a \$750,000 new Enterprise Resource Program (ERP) solution for all software applications, a \$390,000 information technology hardware project and windows 10 upgrade, RFP solicitation and implementation of a fiber project to connect all City facilities to a fiber network, FEMA Flood Zone public relations duties, internal risk management and safety committee duties, assist the interim manager with Bond Anticipation Notes for upcoming capital projects, as well as other duties performed by the Assistant City Manager until such time as both the Manager and Assistant Manager positions are filled; and

WHEREAS, the City Council is of the opinion that it is in the best interest of the City to compensate these employees and recognizes that these employees for an interim period of time while they are taking on additional duties and responsibilities; and

WHEREAS, the Human Resource Specialist, Deputy Director of Finance, and Confidential Secretary to the City Manager shall be paid a stipend of \$750.00 per month in addition to their current salary effective July 1, 2020.

NOW, THEREFORE, BE IT RESOLVED, the Human Resource Specialist, Dawn Fairbanks, Deputy Director of Finance, Lisa Neary, and Confidential Secretary to the City Manager Lisa Casey shall be paid a stipend of \$750.00 per month in addition to their current salary effective July 1, 2020 until such time as City Council permanently fill the positions of City Manager and Assistant City Manager.

**Seconded by Councilmember
and on roll call**