

## **BATAVIA CITY COUNCIL CONFERENCE MEETING**

**City Hall - Council Board Room  
One Batavia City Centre  
February 22, 2021 at 7:00 p.m.**

### **AGENDA**

- I. Call to Order
- II. Invocation – Councilmember Viele
- III. Pledge of Allegiance
- IV. Public Comments
- V. Council Response to Public Comments
- VI. Communications
  - a. Franco’s Food Service – Liquor License - Dwyer Stadium
- VII. Council President Report
  - a. Announcement of the next City Council Business Meeting to be held on Monday, March 8, 2021 at 7:00 p.m. at the City Hall Council Board Room, 2<sup>nd</sup> Floor, City Centre
  - b. Proclamation - Developmental Disabilities Awareness Month - March 2021
- VIII. Public Hearings:
  - a. A Public Hearing to Adopt the 2021/22 Budget Ordinance #001-2021
  - b. A Public Hearing to Adopt an Amendment to Local Law No. 1 of the Year 2021 §184-41 (A), (B), (C), And (O) of the Batavia Municipal Code to establish New Water Rates, Meter Fees and a Capital Improvement Fee
  - c. A Public Hearing to Adopt an Amendment to Local Law No. 2 of The Year 2021 Entitled “Amending The Business Improvement District Plan”
- IX. 2021/22 Budget Ordinance
- X. Adoption of Local Law No. 1 of the Year 2021 §184-41 (A), (B), (C), And (O) of the Batavia Municipal Code to establish New Water Rates, Meter Fees and a Capital Improvement Fee
- XI. Adoption of Local Law No. 2 of The Year 2021 Entitled “Amending The Business Improvement District Plan”

- XII. Enter into Agreement with YMCA for Youth Bureau Services and Summer Recreation
- XIII. Annual Resolutions
  - a. Strategic Plan
  - b. Establish and Update Current Capital Projects and Transfer Funds for Capital Project Budgets
  - c. Investment Policy
  - d. Purchasing Manual
  - e. Parking Permits
  - f. Employee Accrued Liability Reserves
- XIV. Appoint Members To Various City Committees/ Boards
- XV. Capital Project Close Out
- XVI. Dissolve the Inter-Municipal Agreement with Genesee County for Youth Bureau Operations
- XVII. Enter into an Agreement with Firland Management for Operations at the Batavia Ice Rink
- XVIII. Water Chemical Bids
- XIX. Lime Sludge Removal
- XX. Lead Service Replacement
- XXI. Executive Session...Real Estate Matters
- XXII. Adjournment

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

1. Date Notice was Sent: 2/9/21

1a. Delivered by: Robbie Nichols

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

**Applicant/Licensee Information:**

4. Licensee Serial Number (if applicable): \_\_\_\_\_ Expiration Date (if applicable): \_\_\_\_\_

5. Applicant or Licensee Name: Franco's Food Service LLC

6. Trade Name (if any): \_\_\_\_\_

7. Street Address of Establishment: 299 Bank Street

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

9. Business Telephone Number of Applicant/Licensee: \_\_\_\_\_

10. Business E-mail of Applicant/Licensee: \_\_\_\_\_

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: Baseball Stadium

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.): concerts - various genres

Patron Dancing  Employee Dancing  Exotic Dancing  Topless Entertainment

Video/Arcade Games  Third Party Promoters  Security Personnel

Other (specify): Baseball games

15. Licensed Outdoor Area: (check all that apply)

None  Patio or Deck  Rooftop  Garden/Grounds  Freestanding Covered Structure

Sidewalk Cafe  Other (specify): \_\_\_\_\_

- 16. List the floor(s) of the building that the establishment is located on: ground level
- 17. List the room number(s) the establishment is located in within the building, if appropriate: N/A
- 18. Is the premises located within 500 feet of three or more on-premises liquor establishments?  Yes  No
- 19. Will the license holder or a manager be physically present within the establishment during all hours of operation?  Yes  No
- 20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:  
Batavia Muck Dogs, Inc. 3161272, 3161273, 3161274  
Name Serial Number
- 21. Does the applicant or licensee own the building in which the establishment is located?  Yes (if YES, SKIP 23-26)  No

**Owner of the Building in Which the Licensed Establishment is Located**

- 22. Building Owner's Full Name: City of Batavia
- 23. Building Owner's Street Address: One Batavia City Centre
- 24. City, Town or Village: Batavia State: NY Zip Code: 14020
- 25. Business Telephone Number of Building Owner: (585) 345-6300

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

- 26. Representative/Attorney's Full Name: \_\_\_\_\_
- 27. Representative/Attorney's Street Address: \_\_\_\_\_
- 28. City, Town or Village: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
- 29. Business Telephone Number of Representative/Attorney: \_\_\_\_\_
- 30. Business E-mail Address of Representative/Attorney: \_\_\_\_\_

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

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

31. Printed Principal Name: Nellie Franco-Nichols Title: owner

Principal Signature: Nellie Franco-Nichols

#-2021

**A RESOLUTION TO ADOPT 2021-2022 BUDGET ORDINANCE**

**Motion of Councilmember**

**WHEREAS**, the City Manager prepared and submitted to the City Council a Proposed Budget for the 2021-2022 fiscal year on January 11, 2021 pursuant to Section 16.3 of the City Charter, copies of which were received by all members of the City Council and a copy placed on file in the City Clerk's Office; and

**WHEREAS**, the City Council has reviewed and amended the City Manager's proposed budget.

**WHEREAS**, said proposed budget estimated revenues and expenditures for all operating funds of the City of Batavia at \$27,784,991 including the General Fund at \$16,855,351; and

**WHEREAS**, said proposed budget includes revenues to be received through the property tax levy of \$5,864,597; and

**WHEREAS**, the City Council of the City of Batavia wishes to grant a one-time increase of five personal days in lieu of a salary increase for non-union City employees, and:

**WHEREAS**, the City Council of the City of Batavia wishes to grant a salary adjustment due to the minimum wage increase for all seasonal and part-time employees; and

**WHEREAS**, the City Council held a public hearing on said Budget Ordinance in the Council Board Room, Second Floor, One Batavia City Centre, Batavia, New York, at 7:00 PM on Monday, February 22, 2021; and

**WHEREAS**, the City Clerk published a public notice in the official newspaper of the City of said public hearing at least five (5) days prior thereto.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Batavia hereby adopts the 2021-2022 Budget Ordinance pursuant to Section 16.6 of the City Charter; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, by the City Council of the City of Batavia hereby authorizes a one time increase of five personal days in lieu of a salary increase for non-union City employees.

**Seconded by Councilmember  
and on roll call**

**ORDINANCE #001-2021**  
**AN ORDINANCE ADOPTING THE 2021-2022 BUDGET AND DETERMINING THE**  
**AMOUNT OF TAX TO BE LEVIED ON ALL REAL PROPERTY FOR THE 2021-2022**  
**FISCAL YEAR**

**BE IT ENACTED**, by the Council of the City of Batavia, New York:

**SECTION 1.** The proposed Budget for 2021-2022, submitted by the City Manager pursuant to Sections 16.3, 16.4, and 16.5 of the City Charter on January 11, 2021, setting forth the estimates of revenues and expenditures for the fiscal year 2021-2022, including all wage adjustments and salary schedules for all employees covered under collective bargaining agreements, and non-union, part-time and seasonal employees (due to minimum wage increases), of the various funds of the City of Batavia, namely, General Fund, Water Fund, Sewer Fund, City Centre Fund, Workers' Compensation Fund, and Health Insurance Fund is hereby approved and that the several amounts allowed as estimated expenditures be and are hereby appropriated to the use of the several departments of the City of Batavia for the purpose set forth in each estimate in the proposed budgets for the fiscal year 2021-2022. Approval is also hereby given for the allocation of five (5) additional personal days to all non-union employees to be used in the 2021 calendar year.

**SECTION 2.** The City Council does hereby finally ascertain, fix, and determine that the entire amount necessary, proper, and legal be raised by tax to defray the expenditures of the City of Batavia for the fiscal year of 2021-2022 is \$5,864,597.

**SECTION 3.** The sum of \$5,864,597 the entire amounts heretofore ascertained, fixed, and determined as necessary, proper, and legal be raised by tax to defray the expenditures of the City of Batavia for the fiscal year 2021-2022, be and the same is hereby levied on all the real property subject to taxation by the City of Batavia according to valuation upon the assessment roll for the fiscal year 2021-2022.

**SECTION 4.** The amounts to be raised by taxation as hereby stated for City purposes is hereby a warrant upon the Clerk-Treasurer to spread and extend such levies upon the current assessment tax roll and to collect the same.

**SECTION 5.** The budget summaries, as filed in the Clerk-Treasurer's Office of the various funds of the City of Batavia, are made a part hereof and are hereby declared to be part of the Ordinance.

**SECTION 6.** This Ordinance shall become effective April 1, 2021.

## Budget Summaries

### General Fund

General Fund - Capital Reserves	\$	214,813.00
City Council	\$	46,870.00
City Manager	\$	180,560.00
Finance	\$	130,845.00
Administrative Services	\$	313,371.00
Clerk/Treasurer	\$	146,348.00
City Assessment	\$	141,385.00
Legal Services	\$	235,100.00
Personnel	\$	163,340.00
Engineering	\$	16,800.00
Elections	\$	21,267.00
Public Works Administration	\$	107,350.00
City Facilities	\$	315,870.00
Information Systems	\$	84,300.00
General Fund - Contingency	\$	213,644.00
Police	\$	3,794,260.00
Fire	\$	3,787,520.00
Control of Dogs	\$	1,390.00
Inspection	\$	332,590.00
Vital Statistics	\$	19,860.00
Maintenance Administration	\$	200,100.00
Street Maintenance	\$	798,730.00
Public Works Garage	\$	461,920.00
Snow Removal	\$	485,070.00
Street Lights & Traffic Signals	\$	263,920.00
Sidewalk Repairs	\$	0.00
Parking Lots	\$	5,000.00
Community Development	\$	15,000.00
Economic Development	\$	95,000.00
Council on Arts	\$	2,250.00
Parks	\$	497,770.00
Summer Recreation	\$	70,000.00
Youth Services	\$	127,136.00
Historic Preservation	\$	900.00
Community Celebrations	\$	8,200.00
Planning & Zoning Boards	\$	1,610.00
Storm Sewer	\$	182,840.00
Refuse & Recycling	\$	97,360.00
Street Cleaning	\$	126,390.00
General Fund - Debt Service/Bonds	\$	354,031.00
General Fund – BAN	\$	0.00
Install Pur Debt - Municipal Lease	\$	28,586.00
Gen. Fund – Debt Srvc-Energy Lease	\$	82,005.00

Gen. Fund – Transfer for Cap Proj	\$ 160,000.00
General Fund - Transfer/Other Funds	\$ 2,524,050.00
<b>TOTAL GENERAL FUND</b>	<b>\$ 16,855,351.00</b>

**Water, Wastewater & Workers Comp Funds**

**PROPOSED  
2021/22**

Water Administration	\$ 2,655,571.00
Pump Station & Filtration	\$ 1,278,550.00
Water Distribution	\$ 370,538.00
Water Fund Contingency	\$ 4,930.00
Water Fund - Debt Service/Bonds	\$ 239,941.00
Install Pur Debt – Municipal Lease	\$ .00
Water Fund– Debt Srvc-Energy Lease	\$ 19,570.00
Water Fund - Transfer to Other Funds	\$ 551,590.00
Water Fund - Reserve	\$ 0.00
Water Fund – Debt Service - BAN	\$ 0.00
<b>TOTAL WATER</b>	<b>\$ 5,120,690.00</b>

Wastewater Administration	\$ 331,216.00
Sanitary Sewers	\$ 389,995.00
Wastewater Treatment	\$ 863,190.00
WW Fund Contingency	\$ 19,190.00
WW Fund - Debt Service/Bonds	\$ 381,079.00
WW Fund - Debt Srvc-Energy Lease	\$ 8,118.00
Install Pur Debt – Municipal Lease	\$ .00
WW Fund – Transfer to Other Funds	\$ 229,570.00
WW Fund - Reserve	\$ 469,572.00
<b>TOTAL WASTEWATER</b>	<b>\$ 2,691,930.00</b>

Workers' Compensation	\$ 294,110.00
Transfer to Reserves	\$ .00
<b>TOTAL WORKER'S COMP</b>	<b>\$ 294,110.00</b>

<b>TOTAL WATER, WASTEWATER, WORKERS' COMP</b>	<b>\$ 8,106,730.00</b>
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**CITY CENTRE & HEALTH  
INSURANCE FUNDS**

Administration	\$	170,215.00
Contingency	\$	5,895.00
City Centre Fund-Transfer to Other Funds	\$	30,520.00
<b>TOTAL CITY CENTRE</b>	<b>\$</b>	<b>206,630.00</b>

Medical Insurance	\$	2,616,280.00
Transfer to Reserves	\$	0.00
<b>TOTAL HEALTH INSURANCE</b>	<b>\$</b>	<b>2,616,280.00</b>

<b>TOTAL CITY CENTRE &amp; HEALTH INSURANCE</b>	<b>\$</b>	<b>2,822,910.00</b>
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**TOTAL ALL FUNDS** **\$ 27,784,991**

DRAFT

**#-2021**

**A RESOLUTION ADOPTING A LOCAL LAW NO. 1 OF THE YEAR 2021 AMENDING SECTION 184-41 (A), (B), (C), AND (O) OF THE BATAVIA MUNICIPAL CODE TO ESTABLISH NEW WATER RATES, METER FEES AND A CAPITAL IMPROVEMENT FEE**

**Motion of Councilmember**

**BE IT RESOLVED**, that Local Law No. 1 of the Year 2021 entitled “**LOCAL LAW NO. 1 OF THE YEAR 2021 CITY OF BATAVIA TO AMEND §184-41 (A), (B), (C), AND (O) OF THE CODE OF THE CITY OF BATAVIA TO ESTABLISH NEW WATER RATES, METER FEES AND A CAPITAL IMPROVEMENT FEE**” was introduced before the City Council of Batavia, New York; and

**WHEREAS**, copies of the aforesaid proposed Local Law were laid upon the desk of each member of the City Council by the City Clerk; and

**WHEREAS**, the City Council held a public hearing on said proposed Local Law in the Council Board Room, Second Floor, One Batavia City Centre, Batavia, New York, at 7:00 p.m. on Monday, February 22, 2021; and

**WHEREAS**, the City Clerk published or caused to be published a public notice in the official newspaper of the City of said public hearing at least three (3) days prior thereto.

**BE IT RESOLVED**, the City Council of the City of Batavia hereby adopts Local Law No. 1 of the year 2021, entitled a “Local Law No. 1 of 2021 City of Batavia to Amend §184-41 (A), (B), (C), And (O) of the Code of The City Of Batavia to Establish New Water Rates, Meter Fees And A Capital Improvement Fee”

**Seconded by Councilmember  
and on roll call**

**LOCAL LAW NO. 1 OF THE YEAR 2021  
CITY OF BATAVIA**

**A LOCAL LAW TO AMEND §184-41(A), (B), (C), AND (O) OF THE CODE OF THE  
CITY OF BATAVIA TO ESTABLISH NEW WATER RATES, METER FEES AND A  
CAPITAL IMPROVEMENT FEE**

**Be It Enacted** by the City Council of the City of Batavia, New York as follows:

**Section 1. § 184-41. Water rates.**

A. Water Rates

**City – Water – Quarterly Schedule**

\$5.68 [**\$5.88**] per 1,000 gallons

**Town Served Directly by the City – Building and Hydrants**

\$7.29 [\$7.54] per 1,000 gallons

B. Bulk rate at water plant fill station: \$7.64 [\$7.88] per 1,000 gallons; cards: \$12.50 each.

**Section 3. Effective Date**

The foregoing amendment shall become effective with the water consumed ~~April 1, 2020~~  
~~as billed on and after June 1, 2020~~ [April 1, 2021 billed on and after June 1, 2021]

C. Quarterly meter service and availability charge for meters:

<b>Type</b>	<b>Size in Inches</b>	<b>Quarterly Fee</b>
Disc	5/8	\$11.06 [ <b>\$11.45</b> ]
Disc	3/4	\$14.00 [\$14.49]
Disc	1	\$14.75 [\$15.27]
Disc	1 ½	\$25.06 [\$25.94]
Disc	2	\$34.80 [\$36.02]
Compound	2	\$29.48 [\$30.51]
Compound	3	\$112.12 [\$116.04]
Compound	4	\$178.46 [\$184.71]
Compound	6	\$269.59 [\$279.02]
Turbo	3	\$66.34 [\$68.66]
Turbo	4	\$112.12 [\$116.04]
Fireline	4	\$112.12 [\$116.04]
Fireline	6	\$178.46 [\$184.71]

Fireline	8	\$248.78 [ <del>\$257.48</del> ]
Fireline	10	\$324.87 [ <del>\$336.24</del> ]

All of the above meter service charges include the required remote reading encoder systems.

O. Quarterly Capital Improvement fee for meters:

Type	Size in Inches	Quarterly Fee
Disc	5/8	\$7.25 [ <del>\$7.97</del> ]
Disc	3/4	<del>\$9.48</del> [ <del>\$10.10</del> ]
Disc	1	\$9.66 [ <del>\$10.63</del> ]
Disc	1 1/2	\$16.43 [ <del>\$18.07</del> ]
Disc	2	<del>\$22.80</del> [ <del>\$25.09</del> ]
Compound	2	\$19.33 [ <del>\$21.26</del> ]
Compound	3	\$73.49 [ <del>\$80.84</del> ]
Compound	4	\$116.97 [ <del>\$128.67</del> ]
Compound	6	\$176.71 [ <del>\$194.38</del> ]
Turbo	3	\$43.48 [ <del>\$47.83</del> ]
Turbo	4	\$73.49 [ <del>\$80.84</del> ]
Fireline	4	\$73.49 [ <del>\$80.84</del> ]
Fireline	6	\$116.97 [ <del>\$128.67</del> ]
Fireline	8	<del>\$163.06</del> [ <del>\$179.37</del> ]
Fireline	10	\$212.94 [ <del>\$234.24</del> ]

Deletions designated by ~~strikeout~~  
Additions designated as [brackets]

DR

#-2021

**A RESOLUTION TO ADOPT LOCAL LAW NO. 2 OF THE YEAR 2021 ENTITLED  
“AMENDING THE BUSINESS IMPROVEMENT DISTRICT PLAN”**

**Motion of Councilmember**

**BE IT RESOLVED**, that proposed Local Law No. 2 of the year 2021 entitled “LOCAL LAW NO. 2 OF THE YEAR 2021 AMENDING THE BUSINESS IMPROVEMENT DISTRICT PLAN” was introduced before the City Council of the City of Batavia, New York; and

**WHEREAS**, City Council having found that amendment of the Business Improvement District Plan, herein attached, is in the public interest, that all notice and hearing requirements have been complied with, that all properties within the district will benefit from the amendments and that all properties benefitted are included in the boundaries of the District, and

**WHEREAS**, that copies of the aforesaid proposed Local Law No. 2 of 2021 have been laid upon the desk of each member of the City Council; and

**WHEREAS**, a public hearing on this proposed Local Law No. 2 of 2021 was held on February 22, 2021 before this Council; pursuant to public notice duly published in *The Daily News*.

**BE IT RESOLVED**, that proposed Local Law No. 2 of 2021, entitled a Local Law to amend the Business Improvement District Plan in the City of Batavia in accordance with Article 19-A of the General Municipal Law be that the same is hereby enacted by City Council of the City of Batavia, New York.

**Seconded by Councilmember  
and on roll call**

**LOCAL LAW NO. 2 OF THE YEAR 2021**

**CITY OF BATAVIA**

**A LOCAL LAW AMENDING THE BUSINESS IMPROVEMENT DISTRICT PLAN**

A **LOCAL LAW** amending the Business Improvement District Plan in the City of Batavia in accordance with Article 19-A of the General Municipal Law submitted to the City Clerk on January 25, 2021.

**BE IT ENACTED** by the City Council of the City of Batavia as follows:

**SECTION 1.** The Downtown Business Improvement District established by Local Law No. 6 of 1997 adopted on November 24, 1997 and further outlined in Chapter 58 of the Code of the City of Batavia, and was amended by Local Law No. 3 of 2005 adopted on June 27, 2005 to include the Ellicott Street business area and further amended by Local Law No. 3 of 2016 on August 6, 2016, and further amended by Local Law No 3 of 2018 on March 12, 2018, the City Council having found that the amendment of the district plan, herein attached, is in the public interest, that all notice and hearing requirements have been complied with, that all properties within the district will benefit from the amendments and that all property benefited is included in the boundaries of the district.

**SECTION 2.** The provision of services within the district shall be pursuant to said amended district plan of the Downtown Batavia Business Improvement District (BID). All said services shall be in addition to, and not a substitution for required municipal services provided by the City of Batavia on a city-wide basis.

**SECTION 3.** To the extent not explicitly provided herein, the provisions set forth in Article 19-A of the General Municipal Law shall govern the operation of the Downtown Batavia Business Improvement District and the Batavia Business Improvement District Management Association. Insofar as the provisions of this Local Law are inconsistent with the provisions of any other Local Law or act, the provisions of this local law shall be controlling.

**SECTION 4.** Any additional amendments to the BID or the BID Plan shall be made in accordance with the provisions set forth in section 980-i of Article 19-A of the General Municipal Law.

**SECTION 5.** The invalidity of any word, section, clause, paragraph, sentence, part or provision of this Local Law shall not affect the validity of any other part of this Local Law which can be given effect without such invalid part or parts.

A PLAN UPDATE FOR THE  
**BUSINESS IMPROVEMENT DISTRICT**



January 14, 2020

*Prepared by City of Batavia*

In 1997, a core group of property owners within Downtown Batavia Business District asked the City of Batavia to form a Business Improvement District (BID) to help foster streetscape improvements and business growth. The boundaries of the district included the historic downtown Main Street from Liberty/Summit Streets to the Upton Monument and areas to the north and south between Washington Avenue and Ellicott Street. In March 1998 these owners also formed the non-profit Batavia Business Improvement District Management Association Incorporated (Management Association) to provide marketing, promotional and other business improvement district development services for the BID to the City of Batavia.

Since 1998, the BID and the Management Association have had many accomplishments and were fortunate to benefit from numerous development and streetscape projects the City has initiated, including a complete redevelopment of Main Street. The Management Association has also partnered with the City on a number of streetscape and beautification projects throughout the downtown core, administered a popular facade improvement program and promoted a summer concert series.

Because of the BID's success, and its visual transformation, interest in the BID grew and owners in the adjacent Ellicott Street area, just southeast of downtown, requested the City of Batavia to consider an amendment of the Downtown BID boundaries that would annex their properties to the BID. Consequently, in 2005 the City Council authorized the extension of the BID to include the adjacent Ellicott Street area.

Because the BID Plan has not been updated since 2005, the City of Batavia has prepared updates to the Plan including a change in the district assessment charge to properly reflect operations, capital accounting for surplus funds, compliance with the Open Meetings Law and Freedom of Information Law and additional budgetary compliance reporting.

### **I. Map and Boundary of the District**

Exhibit A is a description of the boundaries of the district. Exhibit B is a list of benefitted properties by address and property owner.

### **II. Land Uses**

Allowed uses within the district comply with the City of Batavia Zoning Ordinance. The current BID includes the C-3 zoning district and allows such uses as retail stores, banks, offices, restaurants, hotels, places of amusement, services, shopping centers, residential uses and government buildings. Other districts included in the current BID boundaries are the C-2 zoning district which allows such uses as retail stores, restaurants, hotels, places of amusement, offices, banks and shopping centers, a small section of industrial zoned property and the P-2 planned development district on Main Street for the United Memorial Center Bank Street Campus.

There are no immediate plans to change the allowed uses within the current zoning district.

### **III. Activities allowed by Business Improvement District Law (Article 19-A)**

The main objectives of the improvement district are to provide for attractive and functional infrastructure improvements, and to have an operational budget for marketing, communications, events and administration. The concept has created an attractive downtown area that has encouraged investment in the area and provided a pedestrian friendly environment to downtown shoppers, businesses and other downtown users.



An operational budget insures that the City and the Management Association can communicate and market the district to the public, downtown owners and potential investors. The operational budget also provides funds for basic administration of the Management Association activities such as meetings and staff.

The General Municipal Law authorizes the legislative body of a participating municipality to exercise the following powers with respect to a business improvement district:

a.) To provide for district improvements located within the municipality to promote business activity in the district:

1. construction and installation of landscaping, planting and park areas;
2. construction of lighting and heating facilities;
3. construction of physically aesthetic and decorative safety fixtures, equipment and facilities;
4. construction of improvements to enhance security of persons and property within the district;
5. construction of pedestrian overpasses and underpasses and connections between buildings;
6. closing, opening, widening or narrowing of existing streets;
7. construction of ramps, sidewalks, plazas and pedestrian malls;
8. rehabilitation or removal of existing structures as required;
9. removal and relocation of utilities and vaults as required;
10. construction of parking lot and parking garage facilities; and
11. construction of fixtures, equipment, facilities and appurtenances as may enhance the movement, convenience and enjoyment of the public and be of economic benefit to surrounding properties such as: bus stop shelters; benches and street furniture; booth, kiosks, display cases, and exhibits; signs; receptacles; canopies; pedestrian shelters and fountains.

b.) To provide for the operation and maintenance of any district improvement.

c.) To provide for additional maintenance or other additional services required for the enjoyment and protection of the public and the promotion and enhancement of the district whether or not in conjunction with improvements authorized by this section, including:

1. enhanced sanitation services;
2. services promoting and advertising activities within the district;
3. marketing education for businesses within the district;
4. decorations and lighting for seasonal and holiday purposes; and
5. services to enhance the security of persons and property within the district.

d.) To construct improvements on the properties of businesses located within the BID for the specific purpose of increasing access from public areas to the businesses for persons with disabilities. This is the only exception to the requirement that BID improvements be made on or within municipal or district owned or leased property.

Note: Funding from a source other than the BID assessment may be spent for improvements and services that are not listed in the General Municipal Law §980-c.

#### **IV. Improvements, operation costs and the maximum costs thereof**

a) Capital Infrastructure Improvements

The BID has enjoyed millions in infrastructure and facade improvements over the last 15 years. While most of the streetscape improvements on Main Street were funded by the state and federal governments, the remainder of streetscape and facade improvements were funded through an \$830,000 bond that will be retired with payments from BID special assessments and City general funds in 2016.

In 2005 the City expanded the BID boundaries to include Ellicott Street businesses. The district plan was subsequently amended providing for an increase in the annual BID assessment to \$120,000. An additional \$350,000 of downtown infrastructure improvements was proposed along Ellicott Street as part of district plan amendment. The improvements desired included trees, decorative lighting and sidewalk improvements that mimic the improvements already in place within the current BID. The district plan continued to outline that BID assessments would cover 60% of the debt service related to capital improvements and the City would contribute general funds for 40% of the debt service. In addition, any outside sources of funds would be dedicated toward reducing the annual bond costs proportionally. Following the BID expansion the City received a \$500,000 Transportation Enhancement Program (TEP) grant and the Ellicott Street Scape project was expanded to a \$750,000 total project cost, making the local match between the City and the BID \$250,000 to complete Ellicott Streetscape improvements. At the conclusion of the project both the City and BID paid for the remaining cost of the project with available funds and the City did not issue a bond or incur debt service for the project as was originally planned in the 2005 district plan amendment.

There are no immediate infrastructure or physical improvements planned; however, the City and the Management Association expect to begin a district plan update to include infrastructure and capital improvements.

b.) Operations

1. A primary concern regarding the BID assessment and levy is that the 2016/17 BID assessment get exceeds the General Municipal Law limits for district assessment charges used for operations. As outlined in General Municipal Law §980-k, the City is limited in the amount of money that can be raised for a BID through the assessment. The district assessment charge, excluding debt service, may not exceed 20 percent of the total general municipal taxes levied in a year against the taxable property in the BID. For 2016/17 the total general municipal taxes levied in the 2016/17 year is \$275,194. Therefore, the maximum amount of district assessment charge that can be raised for operational use, excluding debt service, is \$55,038.

The City debt service payment for the 1999 infrastructure bond improvements for the 2016/17 year is \$25,651.08. The proportional share of infrastructure bond payments is 60 percent for the BID owners and 40 percent for the City of Batavia. Thus the BID's share of debt service is \$15,391, while the City's share is \$10,260. This is the last debt service payment for the 1999 infrastructure bond improvements.

Therefore, the maximum amount of district assessment charge that should have been levied should be no greater than \$70,429 (\$55,038 for operation + \$15,391 for debt service). The actual BID assessment levied for this year, \$120,000, exceeds the authorized amount allowed for operations and debt service payments under the General Municipal Law. As a result, the BID assessment that was levied May 1, 2016 was an additional \$49,571 in conflict with the General Municipal Law and the district plan with no authorized use of the additional funds.

The following BID budget amendments were made by the City:

- i. The Management Association has budgeted \$55,020 for annual operations and management of the district.
  - ii. The BIDs share of debt service is \$15,391, while the City's share is \$10,260. August 1, 2016 is the last debt service payment for the 1999 infrastructure bond improvements.
  - iii. In 2018 the additional levy of \$49,571 was held by the City until the BID plan was updated and approved by City Council to include a capital infrastructure project.
  - iv. The BID Capital Infrastructure Fund currently has \$259,996.18 designated to be used for a capital project(s).**
  - v. The BID intends to undertake three capital projects on behalf of the district in FY21/22 including the purchase of:**
    - a. Downtown marketing banners- estimated- \$9,000**
    - b. Downtown music equipment- estimated- \$30,000**
    - c. Downtown Christmas decorations- estimated- \$38,000**
2. Prior to the May 2016 BID levy, the City has paid over to the Management Association 100% of the amount of the BID levy and the Management Association has remitted to the City an amount equal to the BID's 60% share of debt service payments as described. The Management Association has kept any BID assessment proceeds in excess of the amount allowed in a reserve fund. As of June 6, 2016, the balance of this reserve was \$202,865.54. The Management Association will maintain these funds in a separate bank account and on a monthly basis provide the City's Chief Fiscal Officer with statements verifying the funds have been retained. The City and the BID Association will utilize these funds for capital improvements, either on a "pay as you go basis" or through the issuance of debt, as made mutually agreeable to the City and the Management Association as incorporated into an updated district plan. The funds will remain unutilized until the update district plan is adopted outlining new capital and infrastructure improvements.
3. In future years, the Management Association's proposed budget shall be forwarded to the City's Chief Fiscal Officer (City Manager) no later than January 15th of every year. The City Manager will then review the proposed budget and complete a statement to the City Council and Management Association Board of Directors indicating that the provisions of General Municipal Law 19-A have been met. This step will serve to ensure that the proposed levy by the City of Batavia for the BID is compliant with the General Municipal Law.

## V. Time for Implementation

Once this plan is amended and approved by the City of Batavia, the City and Management Association will undertake the implementation of actions set forth herein in the updated district plan..

## VI. Rules & Regulations of the District and the District Management Association

The Management Association will continue to provide BID operational, management, marketing and other BID-related services to the City of Batavia as an independent contractor as permitted under Article 19-A of the General Municipal Law.

The Management Association's Board of Directors will manage the business of the corporation and consist of a majority of property owners. Three public representatives shall also continue to make up the Board of Directors and one each will be appointed by the City's Chief Executive Officer, City's Chief Financial Officer, and the City of Batavia Council.

Offices for the Management Association will be within the district. This office shall be staffed by an Executive Director and other staff as budgeted by the Board of Directors.

Subject to any provisions of General Municipal or City Law, the Not-for Profit Corporation Law or any similar laws, the Management Association may buy, sell or exchange real property. The Management Association may also accept and apply for funds and contributions of real estate.

Because a substantial portion of the Management Association's activities are funded by a special assessment levied by the City and its activities are important to the economic health and vitality of the City, it is necessary that the business of the Management Association be performed in an open and public manner. This provides for the residents and businesses in the community to be fully aware of and able to observe the activities of the Management Association Board of Directors, as well as attend and listen to the deliberations and decisions that go into the making of BID policy. In addition, providing access to meeting minutes allows residents and businesses to observe the decision-making process by the Board and to review the documents leading to those determinations.

Under General Municipal Law §980-a the requirements of a district plan may provide for "*any other item or matter required to be incorporated therein by the legislative body.*" Therefore, the Batavia City Council is requiring that the Management Association Board of Directors comply, conform and abide by the State of New York Open Meetings and Public Information Laws. This will apply to all Management Association and sub-committee meetings, including Executive Committee meetings. The Management Association will further post all by-laws, Board and Committee meeting minutes, annual budgets, audited financial statements and annual reports on the Management Association's website for public viewing.

## **VII. Business Improvement District Assessment**

As outlined in Section IV of this document two sources have been identified for funding the activities of the Business Improvement District: the Business Improvement District assessment (BID Assessment) and the City of Batavia. The BID Assessment for each property is calculated by multiplying the assessed valuation of the property by the BID assessment rate.

**The district assessment charge for the FY 21/22 year, in accordance with the General Municipal Law 980-k, a BID is limited in the amount of money that can be raised through the assessment. The district assessment charge, excluding debt service, may not exceed 20% (percent) of the total general municipal taxes levied in a year against the taxable property in the BID.**

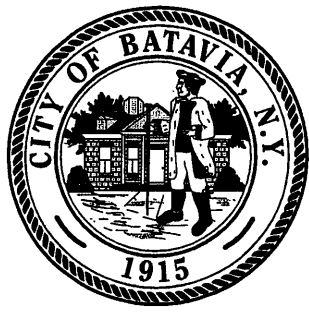
**As of January 18, 2021 it is estimated that 20 percent of the total general municipal taxes levied in FY21/22 against the taxable property in the BID is \$58,000, based on current taxable assessed values and the existing City property tax rate. The BID assessment is estimated to be \$1.810873 per \$1,000 of assessed value. There is currently no debt service to be paid for with district assessment charges.**

## **VIII. Description of Boundaries**

See the attached description of the boundaries of the existing BID.

## **IX. List of Benefitted Properties**

A list of benefitted properties is attached.



# City of Batavia

## *Memorandum*

To: Honorable City Council Members

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

Date: February 15, 2021

Subject: Contract for Youth Afterschool Services and Summer Recreation

As you are aware, COVID-19 has created a situation where all governments and businesses are dealing with reduced revenues and looking for ways to continue to provide services but at a reduced cost. To that end, and because of the lack of staffing for the City's Youth Department, on November 23, 2020 City Council discussed the future of youth services in the City of Batavia and directed the City Manager to issue an RFP for services.

The goal of the RFP was to identify a professional organization to provide youth services to City children at a reduced cost. The City of Batavia issued an RFP for Youth Services and Summer Recreation on December 21, 2021 and received two proposals, and one "no" bid. A selection committee that included the Youth Board Committee scored the proposals and interviewed the Genesee County YMCA, who received the top score.

The YMCA, a non-profit organization servicing the community in sports, recreation, childcare, education, health and wellbeing has extensive experience with afterschool programs as well as summer recreation programs. They will offer the same summer and after school services, in the same locations, for the same hours, with fully trained and certified staff.

The attached Agreement outlines the services that the Genesee County YMCA will provide to youth in the City of Batavia.

- The services that the Genesee County YMCA will provide are equivalent or better than the youth services that the City has provided in the past.
- The term of the agreement is for four years and matches the lease terms for the Liberty Center for Youth.
- The agreement can be cancelled with 60 days notice by any party.



# City of Batavia

- The City will save \$55,439 in expenses in year one and approximately \$204,661 over the life of the Agreement. (Assumes 2.5% annual increase in cost to the City via wage increases, etc.)

Youth Bureau Savings Profile	20/21	21/22	22/23	23/24	24/25	Total Savings
City Provided Service	\$239,516	\$245,504	\$251,641	\$257,933	\$264,381	
YMCA Cost per Agreement		\$175,865	\$184,658	\$193,890	\$203,585	
Rent	\$13,200	\$13,200	\$13,200	\$13,200	\$13,200	
Community Garden	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	
Difference/Savings with YMCA Contract		\$55,439	\$52,783	\$49,843	\$46,596	\$204,661
Total	\$253,716	\$190,065	\$198,858	\$208,090	\$217,785	

I recommend the City of Batavia City Council enter into the Agreement with the Genesee County YMCA as the vendor most capable to deliver the City's youth services.

#-2021

**A RESOLUTION TO AUTHORIZE THE CITY COUNCIL PRESIDENT TO  
EXECUTE A YOUTH SERVICES AGREEMENT WITH THE GENESEE  
COUNTY YMCA**

**Motion of Councilmember**

**WHEREAS**, the City agrees to contract with the YMCA to provide Youth Services at the Liberty Center for Youth (114 Liberty St, Batavia, NY 14020) and Summer Recreation (multiple city park locations) for youth in the City of Batavia; and

**WHEREAS**, the YMCA, a non-profit organization servicing the community in sports, recreation, child care, education, health and wellbeing has extensive experience with afterschool programs as well as summer recreation programs; and

**WHEREAS**, the City is desirous to maintain services for youth in the community at the Liberty Center for Youth and during the summer; and

**WHEREAS**, the City agrees to the contract with the YMCA and the YMCA agrees to provide the services expressed in the Agreement.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Batavia City Council authorize the City Council President to execute the Agreement for Youth Services and Summer Recreation effective April 1, 2021.

**Seconded by Councilmember  
and on roll call**

## Agreement for Youth Services and Summer Recreation for the City of Batavia

**THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2021** between the CITY OF BATAVIA, One City Center, Batavia, NY 14020, (hereinafter the “City”), and the GENESEE COUNTY YMCA, 209 East Main St., Batavia, NY 14020 (hereinafter the “YMCA”).

**Whereas,** the City agrees to contract with the YMCA to provide the Youth Services at the Liberty Center for Youth (114 Liberty St., Batavia, NY 14020), or other feasible location and Summer Recreation (multiple city park locations) for youth in the City of Batavia; and

**Whereas,** the YMCA, a non-profit organization servicing the community in sports, recreation, child care, education, health and wellbeing has extensive experience with afterschool programs as well as summer recreation programs; and

**Whereas,** the City is desirous to maintain services for youth in the community at the Liberty Center for Youth and during the summer; and

**Whereas,** the City agrees to the contract with the YMCA and the YMCA agrees to provide the services set forth herein.

1. Term. The term of the agreement is April 1, 2021 through March 31, 2025 unless terminated earlier as provided for herein.
2. Termination. The City or the YMCA can terminate the agreement with sixty (60) days written notice without cause. This agreement may also be terminated in the event of a default by either party which is not cured as provided in Section 12.
3. Services and Obligations: Summer Recreation. The minimum services to be provided and requirements to be met by provider (YMCA) hereunder are as follows:
  - a. Adhere to a regulated staff to child supervision ratios as recommended by the Department of Health and the Office of Children and Family Services of 1:15 for teen programs.
  - b. There will be no cost associated with daily standard program operations.
  - c. For field trips (busing or walking) and specialty, programs that might have a minimal cost for participants the YMCA will offer scholarships that can eliminate or defray costs.



- d. The minimum of four to five (4 to 5) park locations will be utilized so that youth have access to the program all around the City. Those parks include Lambert, Williams, John Kennedy School, and Farrell.
- e. Youth eligible to attend the Summer Recreation program are five (5) year of age (having completed Kindergarten) to fourteen (14) years of age. Participants must be enrolled in school or a homeschool program to attend.
- f. The program will be a six-week (6) program with operations beginning in the first full week in July and running through the second week in August. The program will operate each summer for the length of the Agreement.
- g. The Summer Recreation program will operate Monday-Friday from 9 AM to 4 PM daily.
- h. Lunch will be provided to all participants on a daily basis, and the YMCA will maintain a partnership with Batavia City School District to provide free lunch to all participants while the free lunch program is available.
- i. Collaborate with local agencies and providers (Holland Land Office, Richmond Memorial Library, GO-ART, etc.) to offer educational experiences and field trips for participants.
- j. Program components shall include, but not be limited to, creative arts, STEM/STEAM based activities, recreation, sports, free play, swimming, structured games/activities.
- k. Weekly field trips and/or experiences for participants that include, but are not limited to, guest speakers, walking field trips and busing field trips when applicable.
- l. Advertise and sign up youth while maintaining registration, releases, and renewal forms on an annual basis and at each individual park.
- m. Maintain daily participation records, incident reports, accident reports, and contact with parents, etc.
- n. Provide a Director to oversee the Summer Recreation program with the help of a Coordinator. Each park will have a Site Supervisor who will oversee all other staff at their site and carry out program operations.
- o. Staff hired will have previous experience working with children preferably in a day camp or childcare setting. Experience preferred in one or more of the following areas; group work/activities, child development, arts and crafts, and physical fitness are

preferred. At least (sixteen) 16 years of age. CPR, First Aid, New Employee Orientation and Child Abuse Prevention certifications required by July 1 and maintained throughout the summer season. Previous experience with diverse populations preferred.

- p. Staff will receive mandatory twenty (20) hours of pre-summer training in CPR, Basic First Aid, Child Abuse Indicators, Disability/Sensitivity Awareness, Diversity, Public Health, Sexual Harassment Prevention, group management, safety, communication, handling conflict (de-escalation), as well as other relevant topics.
- q. Maintain employee records up-to-date with proper backgrounds and certifications, allow City Human Resources to review compliance related documents upon request.
- r. Create an assessment process to determine program goals, objectives being met and participant satisfaction surveys.
- s. Utilize City of Batavia Youth Bureau Facebook page to advertise special events and programs.
- t. Work with the City Manager, or designee, to provide quarterly reports on participation.

4. Services and Obligations: Liberty Center for Youth/Afterschool Programming

- a. Adhere to a regulated staff to child supervision ratios as recommended by the Department of Health and the Office of Children and Family Services of 1:15 for teen programs.
- b. There will be no cost associated with daily standard program operations.
- c. For field trips (busing or walking) and specialty, programs that might have a minimal cost for participants the YMCA will offer scholarships that can eliminate or defray costs.
- d. Eligible youth that can attend the Liberty Center program are nine (9) to sixteen (16) years of age. Participants must be enrolled in school or a homeschool program to attend.
- e. Operations at the Liberty Center will open on the first Wednesday following Labor Day through the second full week of June Monday - Friday during school year from; 2:30 PM -6:00 PM.
- f. Summer hours and school break (longer than one week) will be offered based on enrollment. Holidays will be excluded from the program operations. Summer and

school breaks will operate with extended hours from 1:00 PM – 6:00 PM. If there are less than 20 daily registrants for a Holiday or Summer Recreation program at the Liberty Center the YMCA, in coordination with the City, reserve the right to discontinue the programming for that day. In the summer, the YMCA can direct parents and youths to attend at a park location instead of Liberty Center. In tandem with the Summer Recreation Program, the Liberty Center can be used as a field trip location for City youth.

- g. In the event of un-scheduled closings the YMCA will execute established Emergency Closing Procedures and work with Batavia City School District to ensure all participants and families receive communication about closures.
- h. Collaborate with established partners for program delivery to include educational experiences; Genesee County YMCA, Liberty Partnership, Genesee County BEA, Genesee County Job Development, Genesee County Youth Bureau, City of Batavia Police Department and City of Batavia Fire Department.
- i. Advertise and sign up youth while maintaining registration, releases, and renewal forms on an annual basis.
- j. Maintain daily participation records, incident reports, accident reports, and contact with parents, etc.
- k. Maintain relationship with Batavia City School District, provider of transportation to site. Lists of registered students for Liberty Center will be provided to the School District.
- l. Maintain relationship with Batavia City School District, coordination of snack/lunch program free to all participants while the free lunch program is available. If the free lunch program is not available students will need to bring their own lunch, but a snack will be provided.
- m. Recruitment activities throughout the year, partnering with School District, as well as participating in community/special events, as well as recruitment events. The YMCA will continue to strengthen and grow such partnerships on behalf of the Liberty Center through the Community Schools Advisory Board and establish a relationship with the Genesee County and City of Batavia Youth Boards.

- n. A Director will oversee the Liberty Center administrative operations with the help of an onsite daily Coordinator. The Coordinator will oversee all other staff at their site and carry out program operations.
  - o. Staff will be at least eighteen (18) years of age. High school diploma or GED preferred. CPR and First Aid, AED Certification within sixty (60) days of hire date. Previous work experience with diverse populations. Ability to plan, organize, and implement age appropriate program activities. Ability to develop positive, constructive relationships with people from different backgrounds.
  - p. Staff will receive mandatory training in CPR, Basic First Aid, Child Abuse Indicators, Disability Awareness/Sensitivity, Diversity, Public Health, Sexual Harassment Prevention, Group Management, Safety, Communication, and Handling Conflict (de-escalation).
  - q. Program Components will include creative arts, library, media and technology, STEM/STEAM based activities, homework help/tutoring, recreation; sports, free play, structured games and activities, science and nature, indoor and outdoor activities.
  - r. An assessment process to determine program goals, objectives being met, and participant satisfaction
  - s. Participate with the County Youth Bureau on the following events and programming including but not limited to the Youth Recognition Awards Banquet, Youth Leaders Conference and Annual Youth Conference.
  - t. Participate with the City for the National Night Out.
5. Program Supplies. The City will provide the YMCA with all existing supplies of the Batavia Youth Bureau for Summer Recreation and Liberty Center programs. Once these supplies are consumed, the YMCA will be required to replenish supplies for operating programs. This includes all supplies at Liberty Center and providing picnic tables at John Kennedy site location by the City.
6. Internet Service. The YMCA will be responsible for phone and internet services for Liberty Center for Youth needs, and cover the monthly cost associated with these utilities.
7. Security Cameras. The City will provide access to security cameras to YMCA staff members upon request and continue to maintain security cameras for programming.

8. Satisfaction Surveys. Participants and parents will be asked to provide feedback through satisfaction survey. Summer Recreation will conduct a survey once throughout the summer season and Liberty Center will conduct the survey twice during the year. Other surveys may be conducted throughout the year to establish information for programming. Summary of survey results will be issued to the City Manager or his/her designee.
9. COVID-19 Health & Safety Compliance. The YMCA will comply with all federal, state and local laws and Executive Orders applicable to the COVID-19 Pandemic or any other communicable disease while performing duties under this Agreement. The YMCA shall defend, indemnify, and hold harmless the City of Batavia from and against all claims, demands, cause of action, liabilities, losses, damages, judgements, penalties, costs, and expenses (including reasonable attorney's fees) arising out of or caused by negligent or intentional acts or omission by the YMCA in conjunction with the COVID-19 Pandemic.
10. Insurance. The YMCA, at its sole cost and expense, furnish comprehensive general liability insurance policy covering the programs which names the City as an additional insured party; said policy to be in the amount not less than \$1 million or such higher amount as may be deemed appropriate and \$3 million in umbrella coverage. This insurance policy shall be obtained from an insurance company licensed to do business in the State of New York, and it shall provide for thirty (30) days written notice to the City prior to any cancellation. To the extent that the City is leasing space at Liberty Center if the landlord requires additional coverage from the YMCA, as provider of the services, the YMCA will provide insurance coverage for the landlord as additional insured prior to undertaking services.
11. Workman's Compensation Certification. The YMCA will provide the City with a Workman's Compensation Certificate and shall remain current on Workman's Compensation for employees for the duration of this Agreement. The City is not liable for any workplace injuries in relationship to this Agreement.
12. Indemnification. The YMCA will defend, indemnify, and hold harmless the City of Batavia, its officers, employees, and officials from and against all claims, damages, liability, costs, expenses, including reasonable attorneys' fees arising out of YMCA's actions and services under this agreement, including any claims for personal injury, wrongful death and property damage. The City of Batavia, its officers, employees, and officials shall not be liable, and YMCA waives any and all claims for damages to persons or property arising from YMCA's

services under this agreement, except resulting from the negligence of the City or its agents and employees.

13. Premises. The City will pay rent at the Liberty Center for Youth through a lease agreement with City Church. The YMCA will provide the services at the space provided by the City at Liberty Center for Youth.
14. Event of Default. In the event that YMCA fails to provide the services set forth in this agreement and such default continues after written notice from the City, YMCA shall be in default of the agreement. If the City fails to provide payments as provided herein or access to facilities to provide the required programming, and such default continues after written notice from the City, the City shall be in default. In the event of a default, the party shall be provided with ten (10) days written notice and an opportunity to cure the alleged default.
15. Inspection and Audit. The City shall have the right to inspect the youth services provided by YMCA under this agreement. On a regular basis, and as requested by the City, the YMCA shall provide a summary of youth service programming, attendance and expenses related to the operations.
16. Force Majeure. The City shall not be liable for payment under this Agreement if the YMCA's services cannot be provided to the City of Batavia or if funding is not available due to any of the following causes (which events and/or circumstances are hereinafter referred to as Force Majeure), to the extent that beyond the parties' reasonable control: loss of funding, acts of God, accident, riots, war terrorist acts or omissions, changes in laws or regulations, pandemic national strikes, fire, explosions, generalized lack of availability of raw materials or energy. The parties stipulate that Force Majeure shall include the COVID-19 Pandemic which is ongoing as of the date of the execution of this Agreement.
17. Compliance with Laws. The YMCA shall abide by all applicable state and federal laws and regulations related to youth services in providing services under this agreement.
18. Entire Agreement. This agreement shall constitute the sole and complete agreement between the City and YMCA for the services set forth herein and there are no additional agreements, addenda or understandings related to YMCA's services.
19. Controlling Law and Venue. This agreement shall be enforced in accordance with the laws of the State of New York. Further, the YMCA and City agree that any disputes or actions related

to this agreement shall be brought in New York State Supreme Court, Genesee County, New York.

20. Renewal. Upon mutual agreement of both parties, this agreement can be renewed for up to one (1) to four (4) year period after March 31, 2025.

21. Payment. The YMCA will bill the City monthly for the contractual amount provided herein.

Fiscal Year	2021-2022	2022-2023	2023-2024	2024-2025
Summer Recreation (billed in Two (2) payments June and July)	\$71,516	\$75,091	\$78,846	\$82,788
Liberty Center (billed monthly in Twelve (12) payments)	\$104,349.75	\$109,567	\$115,044	\$120,797
<b>Total Annual Amount</b>	<b>\$175,865</b>	<b>\$184,658</b>	<b>\$193,890</b>	<b>\$203,585</b>

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

CITY OF BATAVIA

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City Council President

GENESEE COUNTY YMCA

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President



#-2021

**A RESOLUTION ADOPTING THE CITY OF BATAVIA STRATEGIC PLAN FOR  
FISCAL YEARS 2021/22**

**Motion of Councilmember**

**WHEREAS**, the City Council has been engaged in the development of a City of Batavia Strategic Plan in recognition of the changing needs and challenges of the City of Batavia; and

**WHEREAS**, the intent of developing a Strategic Plan is to allocate our available resources to best meet the needs of our residents, while balancing the fiscal, infrastructure and environmental factors that may affect the community in the future; and

**WHEREAS**, on January 12, 2018 the City Council was presented with the proposed City of Batavia Strategic Plan for Fiscal Years 18/19 - 21/22 which contained ongoing and new initiatives for the upcoming and future fiscal years; and

**WHEREAS**, the Strategic Plan for Fiscal Year 21/22 has been updated and amended by the City Manager, reviewed by Department Heads and presented to City Council included in Budget Book.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Batavia:

1. The Strategic Plan identifies initiatives and projects that allocate staff resources to ensure alignment with the adopted strategic priorities of City Council; and
2. The Strategic Plan is a working document, it is non-binding, but is the first of many steps toward improving rational, long-range planning for the City of Batavia.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, the City Council of the City of Batavia hereby adopts the Strategic Plan for Fiscal Year 2021/22.

**Seconded by Councilmember  
and on roll call**

Timeframe							
0-1 year							
1-2 years							
3-5 years							
5+ years							
Complete							

Priority							
Medium							
High							
Top							

### Growing Batavia - \$100 Million I'm All In

Goal	Actions	Timeframe	Priority	Lead Department/ Lead Agency	Potential Partners	Funding Source	Plan Alignment	Progress (% Complete)
Zoning Ordinance update	Update code per 2017 Comprehensive plan							0%
	Form based code in non-residential areas							0%
	Planning process and stakeholder engagement			City Manager, City Council, City Planning & Development Committee	Genesee County Planning Department, BID, BDC	Committed Fund	Comp Plan, CZB	0%
	Zoning revisions drafted and recommended to PDC and City Council for adoption					Balance??		0%
Historic property inventory	Healthy Living Campus							20%
	Genesee County Farmers Market Relocation Downtown			City Manager, City Council, City Planning & Development Committee	GCEDC, BDC, BID	DRI and other grant funds	BOA, Comp Plan, DRI	0%
	DRI Building Improvement Fund and Main Street grant-projects							20%
City support for development projects	Mall settlement agreement							100%
	Mall roof repairs and silo entry repairs							80%
	City Center stakeholder engagement, feasibility study, master plan							90%
	DRI \$1 million construction of improvements			City Manager, City Council, City Planning & Development Committee	GCEDC, BDC, BID, BID Businesses	Facility reserves, DRI, ESD, DOS, National Grid, GCEDC, City		0%
	BOA Pre-Development GEIS							5%
	Engage Development Community							10%
City Centre Campus Redevelopment	Master Developer redevelopment				Mall Merchants		BOA, Comp Plan, DRI	0%
	Former building studies and Police Facility Site Selection citizen Task Force							100%
	Negotiate location of new police station							100%
	Feasibility study of Alva Place- including stakeholder engagement							20%
New Police Facility	Finance planning							40%
	Design and engineering							0%
	Construction			City Manager, Police Chief, Director of Public Works		Bonding, reserves, USDA grant/loan program	2015 Police Facility Task Force Recommendation, 2017 City Comprehensive Plan	0%
Jackson Square	Mall Roof 2						DRI	20%
							Settlement Agreement	10%
	City Centre DRI \$1M						Settlement Agreement, DRI	5%

Goal	Actions	Timeframe	Priority	Lead Department/ Lead Agency	Potential Partners	Funding Source	Plan Alignment	Progress (% Complete)
Major City-wide Public Works Projects	Lead Service Upgrades						Water Capital Plan	15%
	NYPA LED light conversion						Comp Plan	5%
	Cohocton Water Line/NMROW			Director of Public Works, City Manager, Assistant City Manager			Water Capital Plan	0%
	Fire/BOM facility upgrades						Facility Plan	10%
	Harvester/ Richmond Street and Water				BID, BDC, Mall Merchants	Grants, reserves	Street Plan, Comp Plan	10%
	Construct new Police Station						Police Task Force	10%

Revitalization Strategy for Ellicott Street "Welcome to the Southside"	Ellicott Station Project						BOA, Comp Plan, DRI	20%
	Ellicott Place Project						BOA, Comp Plan, DRI	40%
	Ellicott Street re-development			City Manager, Assistant City Manager	Private Developers, BID, BDC, GCEDC	Multiple sources including grants and private financing	Comp Plan	0%

Re-Develop Creek Park BOA Site	BDC/ Creek Park LLC. Gain control of parcel adjacent to Ellicott Trail							10%
	Phase II environmental review for BCP and tax credits							0%
	Aggregate parcels/ land assembly into Creek Park LLC.							0%
	Developer engagement					Assigned Fund Balance, Creek Park, LLC., private financing		10%
	Choose developer and sale of Creek Park LLC.				City Manager, BDC Director	BDC, GCEDC, Genesee County, Town of Batavia	BOA, Comp Plan	0%

Re-Develop Harvester Campus BOA Site	Explore Opportunity Zone investment models							10%
	BOA Pre-Development GEIS							10%
	Master Developer redevelopment						BOA, Comp Plan	10%

## Operational Excellence

Goal	Actions	Timeframe	Priority	Lead Department/ Lead Agency	Potential Partners	Funding Source	Plan Alignment	Progress (% Complete)
Police Accreditation	Review accreditation process							100%
	Acceptance into accreditation program				NYS Law Enforcement Accreditation Council, New York State Municipal Training Council, Lexipol			100%
	Appoint an accreditation officer							100%
	Review policies and procedures to align with accreditation standards						2017 Strategic Plan, NYS Governor's Executive Order	5%
	Request mock assessment						203, Presidential Executive Order 13929 of June 16,	0%
	Complete final assessment						2020	0%
	Receive final accreditation certificate					City General Fund Budget		0%
	Receive re-accreditation							0%

Police Department Community Survey	Create Survey							100%
	Review survey with Police Advisory Collaboration Stakeholder Group							100%
	Release survey to community							100%
	Tabulate and review results							50%
	Determine potential impacts of survey					Operating budget	2017 Strategic Plan	0%

ERP Organization Financial and Planning Software Implementation	Financial software							85%
	HR Payroll software							90%
	Utility Billing software							0%
	EnerGov software						2017 Strategic Plan	0%

Goal	Actions	Timeframe	Priority	Lead Department/ Lead Agency	Potential Partners	Funding Source	Plan Alignment	Progress (% Complete)
Information Technology Planning, Development and Upgrades	Windows 10 upgrade							100%
	New server build project							100%
	Remote working improvements							50%
	Fiber internet connectivity							25%
	Technology upgrade strategic plan (MDT's, radios, City Phone system)			Assistant City Manager	various IT consultants	Administrative reserves	IT Infrastructure Improvement Plan	0%
Maintain CRS Rating- 7	Continued NFIP and CRS activities to maintain a rating of 7 or better.			Fire Chief, Assistant City Manager	Internal staff	Operating budget	2017 Strategic Plan	Continuous
Maintain Budget Process and Financial Management Standards	Continued excellence in budgeting, financial planning and capital planning			City Manager	NYCOM, GFOA	Operating budget	2017 Strategic Plan	Continuous
Continue Talent Management Strategy	Implement performance reviews							0%
	Continue city recognition program							Continuous
	Encourage training							Continuous
	Foster leadership at all levels			Assistant City Manager, Human Resources Specialist	Cornell University	Operating budget	2017 Strategic Plan	Continuous
Review and Update CEMP	The City of Batavia Comprehensive Emergency Management Plan (CEMP) needs to be updated and refreshed.			Fire Chief, Assistant City Manager	Police Chief, County Emergency Management	Operating budget	New*	0%

## Neighborhoods, Parks & Recreation

Goal	Actions	Timeframe	Priority	Lead Department/ Lead Agency	Potential Partners	Funding Source	Plan Alignment	Progress (% Complete)
Bikeable/Walkable Batavia	Dedicated bike lanes added to key corridors			Director of Public Works				Continuous
	Ellicott Trail			Town of Batavia, City, County				100%
	Bike route signage			Director Public Works				Continuous
	Downtown wayfinding signage to encourage walking community			BID, BDC	DOT, BID, BDC	Grants, capital funds	Complete Streets, DRI, Comp Plan	0%
Review, Implement, Update Tree Management Plan	Update tree inventory and plan for increase in tree planting on an annual basis			Director of Public Works	National Grid	Grants, capital funds, operating funds	Comprehensive Tree Management Plan-2017	Continuous
Reimagine Areas of Batavia in the Flood Plain	Create a strategy to move the City forward and bring more value to properties in the flood plain.			City Manager, Assistant City Manager, Fire Chief	Department Heads, consultants	Grants	Comp Plan	0%
	Approve deer management plan							100%
	Promulgate policies and procedures							0%
	Select officer in charge							0%
	Recruit land owners							0%
	Develop training curriculum							0%

Goal	Actions	Timeframe	Priority	Lead Department/ Lead Agency	Potential Partners	Funding Source	Plan Alignment	Progress (% Complete)
Deer Management Plan Implementation	Recruit and qualify hunters							0%
	Apply for permits with DEC							0%
	Implement plan							0%
	Annual plan assessment report			Police Chief, Assistant City Manager	DEC, Public Works	Operating budget	City of Batavia Deer Management Plan 2020	0%
Elevate the role of residents in improving neighborhoods	Create a comprehensive program that residents and neighborhoods can use to start to work as a group to improve their neighborhoods.				Pathstone, Habitat for Humanity, Neighborhood Works			0%
				Assistant City Manager		Operating budget	New*	
Create a comprehensive housing strategy for the City	The City needs to have a comprehensive housing growth strategy completed to ensure proper development in correct areas.							
				City Manager	GCEDC, BDC, BID	Grants	New*	10%
City parks and recreation master plan	The maintenance and enhancement of the City's parks need to be planned for. Parks are a major driver of resident overall satisfaction.							
				Director of Public Works, City Manager	Genesee County, Town of Batavia	Grants	Comp Plan	0%

#-2021

**A RESOLUTION TO ESTABLISH AND UPDATE CURRENT CAPITAL PROJECTS  
AND TRANSFER FUNDS FOR CAPITAL PROJECT BUDGETS**

**Motion of Councilmember**

**WHEREAS**, the City of Batavia has included funds in its budget for capital projects; and

**NOW, THEREFORE, BE IT RESOLVED**, that the following capital projects be established and budget be adjusted as follows; and

**BE IT FURTHER RESOLVED**, the following projects are authorized to be completed for no more than the said estimated amount and may extend no later than March 31, 2023.

**PROJECT**                      **PROJECT COST**                      **FUNDING SOURCE**                      **FISCAL YEAR**

**General Fund**

Highway PM- Transportation Improvement Program (TIP)	\$ 2,040,370 \$ 382,569 \$ 127,523	Federal Grant Marchiselli CHIPs	18/19/20
Pedestrian Way – TAP	\$ 868,500 \$ 150,000 \$ 139,500	Federal Grant CHIPs Sidewalk Reserve	18/19/20
Facilities Capital Plan – Bureau of Maintenance /Fire Department	\$ 1,100,000	Facilities Reserve	18/19/20 *project on hold due to COVID- 19
ERP Software Conversion Project	\$ 45,000 \$ 750,000	Admin. Reserves Finance	19/20/21
IT Capital Improvement Phase I	\$ 190,000	Administrative Reserves	19/21/22
IT Capital Improvement Phase II	\$ 200,000	Administrative Reserves	19/21/22
Richmond & Harvester	\$1,633,000 \$ 408,000	TIP Grant CHIPs/Marchiselli	20/21/22/23
Jackson Square Capital Project DRI	\$750,000	DOS Grant	21/22
LED NYPA Street Light Conversion	\$549,033	Finance	21/22
Police Station	\$8,000,000	Finance/Grants	21/22/23

**Water Fund**

Lead Services	\$ 554,112	DOH Grant	20/21/22
Richmond Ave water main abandonment	\$ 340,400	Reserves	21/22/23
Cohocton Water Line/ NMROW	\$612,500	Reserves	21/22
Well House Electric System Improvements	\$87,750	Reimbursed	21/22
Refurbish Water Treatment Plant Filters	\$360,000	Reimbursed	21/22

**Sewer Fund**

WWTP air system blower, motor and VFD	\$1,000,000	Reserves	21/22/23
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**City Centre Fund**

Facility Improvements - Roof, Skylights	\$ 763,594	Facility Reserve	2018/19/20/21
Mall Roof II	\$160,000	Facility Reserve	21/22
City Centre DRI	\$1,000,000	DRI Grant – Empire State Development	21/22/23

**Second by Councilmember  
and on roll call**

#-2021

**A RESOLUTION AUTHORIZING THE ADOPTION OF AN INVESTMENT POLICY  
FOR THE CITY OF BATAVIA, NEW YORK**

**Motion of Councilmember**

**WHEREAS**, the City of Batavia is the custodian of moneys and is authorized to invest such money; and

**WHEREAS**, the City's independent auditor has recommended an investment policy be updated and reviewed annually by Council; and

**WHEREAS**, the Council of the City of Batavia originally adopted the Investment Policy April 11, 2011 and has subsequently revised and adopted it each year thereafter; and

**WHEREAS**, such policy is in compliance with the current legal requirements under New York State General Municipal Law Sections 10 and 11 and is in the required format mandated by the State Comptroller; and

**WHEREAS**, said policy has been reviewed and approved by both the City's Fiscal Advisor and the City's Independent Auditor;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Batavia, New York hereby authorizes the adoption of the attached Investment Policy effective immediately.

**Seconded by Councilmember  
and on roll call**



## City of Batavia Investment Policy

### I. Scope

This investment policy applies to all money and other financial resources available to the City of Batavia for deposit and/or investment on its own behalf or on behalf of any other entity or individual.

### II. Objective

The primary objectives of the local government's investment activities are, in priority order:

1. To conform with all applicable federal, State and other legal requirements (legality)
2. To adequately safeguard principal (safety)
3. To provide sufficient liquidity to meet all operating requirements (liquidity)
4. To obtain a reasonable rate of return (yield)

### III. Delegation of Authority

The governing board's responsibility for administration of the investment program is delegated to the City Manager who shall establish written procedures for the operation of the investment program consistent with these investment policies. Such procedures shall include internal controls to provide a satisfactory level of accountability based upon records incorporating the description and amounts of investments, the fund(s) for which they are held, the place(s) where kept, and other relevant information, including dates of sale or other dispositions and amounts realized. In addition, the internal control procedures shall describe the responsibilities and levels of authority for key individuals involved in the investment program.

### IV. Prudence

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the City of Batavia to govern effectively.

Investments shall be made with prudence, diligence, skill, judgment, and care, under circumstances then prevailing, which knowledgeable and prudent persons acting in like capacity would use, not for speculation, but for investment, considering the safety and liquidity of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict or appear to conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

### V. Diversification

It is the policy of the City of Batavia to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

The governing board shall establish appropriate limits for the amount of investments which can be made with each financial institution or dealer, and shall evaluate this listing at least annually.

## VI. Internal Controls

It is the policy of the City of Batavia for all moneys collected by any officer or employee of the government to transfer those funds to the Clerk-Treasurer within one (1) day of receipt, or within the time period specified by law, whichever is shorter.

The City Manager is responsible for establishing and maintaining internal control procedures to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization, properly recorded, and managed in compliance with applicable laws and regulations.

## VII. Designation of Depositories

The banks and trust companies that are authorized for the deposit of funds:

<u>Depository Name</u>	<u>Officer</u>
Bank of Castile	Jaime Sallome
Bank of America	Timothy Clark
JP Morgan Chase	Pamela Thompson
Key Bank	Julie Holman
Manufacturers & Traders Trust Company	Joe Cosimeno
Five Star Bank	Jane Scott
Edward Jones Investments	
BankonBuffalo	David Paul

*\*Per a December 14, 2020 resolution passed by The City of Batavia City Council, this policy allows the City Manager, in consultation with the City Clerk-Treasurer and Deputy Director of Finance, to authorize the deposit of funds into established financial institutions so the City can make investments in a timely manner to ensure maximum return of the taxpayer's money. Furthermore, to ensure full accountability and transparency, the City Manager must advise Council of the new financial institution added, if any, to the list of designated depositories at the next council meeting during the City Manager's report.*

## VIII. Securing Deposits and Investments:

All deposits and investments at a bank or trust company, including all demand deposits, certificates of deposit and special time deposits (hereinafter, collectively, "deposits") made by officers of the City of Batavia that are in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured by:

1. A pledge of "eligible securities" with an aggregate "market value" (as provided in GML Section 10) that is at least equal to the aggregate amount of deposits by the officers. See Attachment A of this policy for a listing of "eligible securities."
2. A pledge of a pro rata portion of a pool of eligible securities, having in the aggregate a market value at least equal to the aggregate amount of deposits from all such officers within the State at the bank or trust company

3. An “eligible surety bond” payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed-upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims – paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations. The governing board shall approve the terms and conditions of the surety bond.
4. An “irrevocable letter of credit” issued in favor of the City of Batavia by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100% of the aggregate amount of deposits and the agreed-upon interest, if any.

#### **IX. Collateralization and Safekeeping**

Eligible securities used for collateralizing deposits made by officers of the City of Batavia shall be held by (the depository or a third party) bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities (or the pro rata portion of a pool of eligible securities) are being pledged to secure such deposits together with agreed-upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon a default. It shall also provide the conditions under which the securities (or pro rata portion of a pool of eligible securities) may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities.

In the event that the pledged securities are not registered or inscribed in the name of the City of Batavia, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the City of Batavia or the custodial bank or trust company. Whenever eligible securities delivered to the custodial bank or trust company are transferred by entries on the books of a federal reserve bank or other book-entry system operated by a federally regulated entity without physical delivery of the evidence of the obligations, then the records of the custodial bank or trust company shall be required to show, at all times, the interest of the government in the securities (or the pro rata portion of a pool of eligible securities) as set forth in the security agreement.

The custodial agreement shall provide that pledged securities (or the pro rata portion of a pool of eligible securities) will be held by the bank or trust company as agent of, and custodian for, the City of Batavia, will be kept separate and apart from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing of any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt, substitution, or release of the collateral and it shall provide for the frequency of revaluation of collateral by the custodial bank or trust company and for the substitution of collateral when a change in the rating of a security causes ineligibility. The security and custodial agreements shall also include all other provisions necessary to provide the City of Batavia with a perfected security interest in the eligible securities and to otherwise secure the local government’s interest in the collateral, and may contain other provisions that the governing board deems necessary.

#### **X. Permitted investments**

As provided by General Municipal Law Section 11, the City of Batavia authorizes the City Manager to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York
- Through a deposit placement that meets the conditions set forth in General Municipal Law Section 10(2)(a)(ii)
- Obligations of the United States of America
- Obligations guaranteed by agencies of the United States of America, where the payment of principal and interest are guaranteed by the United States of America
- Obligations of the State of New York
- Obligations of the City of Batavia, but only with moneys in a reserve fund established pursuant to General Municipal Law Section 6-c, 6-d, 6-e, 6-f, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the City of Batavia within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable in any event at the option of the City of Batavia within two years of the date of purchase. Time deposit accounts and certificates of deposit shall be payable within such times as the proceeds will be needed to meet expenditures for which the moneys were obtained, and shall be secured as provided in Sections VIII and IX herein.

Except as may otherwise be provided in a contract with bondholders or noteholders, any moneys of the City of Batavia authorized to be invested may be commingled for investment purposes, provided that any investment of commingled moneys shall be payable or redeemable at the option of the City of Batavia within such time as the proceeds shall be needed to meet expenditures for which such moneys were obtained, or as otherwise specifically provided in General Municipal Law Section 11. The separate identity of the sources of these funds shall be maintained at all times and income received shall be credited on a pro rata basis to the fund or account from which the moneys were invested.

Any obligation that provides for the adjustment of its interest rate on set dates is deemed to be payable or redeemable on the date on which the principal amount can be recovered through demand by the holder.

## **XI. Authorized financial institutions and dealers**

All financial institutions and dealers with which the City of Batavia transacts business shall be creditworthy, and have an appropriate level of experience, capitalization, size, and other factors that make the financial institution or the dealer capable and qualified to transact business with the City of Batavia. The City Manager shall evaluate the financial position and maintain a listing of proposed depositories, trading partners, and custodians. Recent Reports of Condition and Income (call reports) shall be obtained for proposed banks, and security dealers that are not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers.

The City of Batavia shall maintain a list of financial institutions and dealers approved for investment purposes, and establish appropriate limits to the amounts of investments that can be made with each financial institution or dealers.

## **XII. Purchase of investments**

The City Manager is authorized to contract for the purchase of investments:

1. Directly, from an authorized trading partner
2. By participation in a cooperative investment agreement with other authorized municipal corporations pursuant to article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold, or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the City of Batavia by the bank or trust company.

Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law Section 10(3)(a). The agreement shall provide that securities held by the bank or trust company, as agent of, and custodian for, the City of Batavia, will be kept separate and apart from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing of any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to secure the local government's perfected interest in the securities, and the agreement may also contain other provisions that the governing board deems necessary. The security and custodial agreements shall also include all other provisions necessary to provide the City of Batavia with a perfected interest in the securities.

The City Manager can direct the bank or trust company to register and hold the evidences of investments in the name of its nominee, or may deposit or authorize the bank or trust company to deposit, or arrange for their deposit with a federal reserve bank or other book-entry transfer system operated by a federally regulated entity. The records of the bank or trust company shall show, at all times, the ownership of such evidences of investments, and they shall be, when held in the possession of the bank or trust company, at all times, kept separate from the assets of the bank or trust company. All evidences of investments delivered to a bank or trust company shall be held by the bank or trust company pursuant to a written custodial agreement as set forth in General Municipal Law Section 10(3)(a), and as described earlier in this section. When any such evidences of investments are so registered in the name of a nominee, the bank or trust company shall be absolutely liable for any loss occasioned by the acts of such nominee with respect to such evidences of investments.

### **XIII. Courier service**

The City Manager may, subject to the approval of the governing board by resolution, enter into a contract with a courier service for the purpose of causing the deposit of public funds with a bank or trust company. The courier service shall be required to obtain a surety bond for the full amount entrusted to the courier, payable to the City of Batavia and executed by an insurance company authorized to do business in the State of New York, with a claims-paying ability that is rated in the highest rating category by at least two nationally recognized statistical rating organizations, to insure against any loss of public deposits entrusted to the courier service for deposit or failure to deposit the full amount entrusted to the courier service.

The City of Batavia may agree with the depository bank or trust company that the bank or trust company will reimburse all or part of, but not more than, the actual cost incurred by the City of Batavia in transporting items for deposit through a courier service. Any such reimbursement agreement shall apply only to a specified deposit transaction, and may be subject to such terms, conditions and limitations as the bank or trust company deems necessary to ensure sound banking practices, including, but not limited to, any terms, conditions or limitations that may be required by the banking department or other federal or State authority.

**XIV. Annual review and amendments**

The City of Batavia shall review this investment policy annually, and it shall have the power to amend this policy at any time.

**XV. Definitions**

The terms “public funds”, “public deposits”, “bank”, “trust company”, “eligible securities”, “eligible surety bond”, and “eligible letter of credit” shall have the same meanings as set forth in General Municipal Law Section 10.

**XVI. Reference(s)**

- City of Batavia Charter
- New York State General Municipal Code

Original Author: Lisa Neary, Deputy Director of Finance  
Heidi Parker, Clerk/Treasurer

<b>Date Revised/ Adopted</b>	4/11/11	2/27/12	3/11/13	2/19/14	3/9/15	3/14/16	3/13/17	3/12/18
<b>Revised by</b>		L Neary	L Neary	L Neary	L Neary	H Parker	H Parker	H Parker
<b>Date Adopted</b>	3/9/2020	12/14/2020						
<b>Revised by</b>	H Parker	H Parker						

**Attachment A**

**Schedule of Eligible Securities**

(i) Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States sponsored corporation.

(ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.

(iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the market value of the obligation that represents the amount of the insurance or guaranty.

(iv) Obligations issued or fully insured or guaranteed by this state, obligations issued by a

municipal corporation, school district or district corporation of this state or obligations of any public benefit corporation which under specific state statute may be accepted as security for deposit of public moneys.

(v) Obligations issued by states (other than this state) of the United States rated in one of the three highest categories at least one nationally recognized statistical rating organization.

(vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

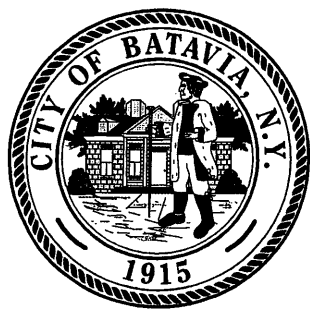
(vii) Obligations of counties, cities and other governmental entities of another state having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

(viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.

(ix) Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by federal bank regulatory agencies.

(x) Commercial paper and bankers' acceptances issued by a bank (other than the bank with which the money is being deposited or invested) rated in the highest short-term category by at least one nationally recognized statistical rating organization and having maturities of not longer than sixty days from the date they are being pledged.

(xi) Zero-coupon obligations of the United States government marketed as "Treasury STRIPS".



# City of Batavia

## *Memorandum*

To: Rachael Tabelski, Interim City Manager

From: Lisa Neary, Deputy Director of Finance

Date: February 22, 2021

Subject: Purchasing Manual

As required by General Municipal Law §104-b(4), the City's Purchasing Manual must be reviewed by City Council annually. This helps ensure that procedures are current and appropriate to meet the changing needs of the City of Batavia. A procurement policy and procedures manual generally ensures that competition is sought in a reasonable and cost effective manner for procurements below the bidding thresholds and for other contracts exempt from bidding.

I am attaching the City's Purchasing Manual changes:

1. Appendix B – Individuals Responsible for Purchasing – this was updated.



#-2021

**A RESOLUTION AUTHORIZING THE ADOPTION OF A PURCHASING MANUAL  
FOR THE CITY OF BATAVIA, NEW YORK**

**Motion of Councilmember**

**WHEREAS**, General Municipal Law §104-b (4) requires the governing body of every municipality annually review and adopt a procurement policy for all goods and services; and

**WHEREAS**, the City Council last adopted its Purchasing Manual on May 11, 2020; and

**WHEREAS**, said Purchasing Manual has been reviewed and approved by the City's Attorney.

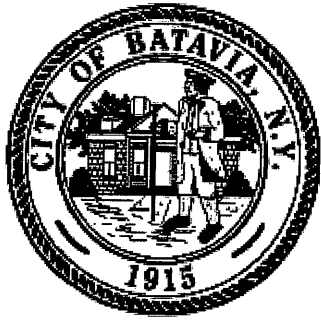
**NOW THEREFORE, BE IT RESOLVED**, that the Batavia City Council of the City of Batavia, New York does hereby adopt the following Purchasing Manual effective immediately.

**Seconded by Councilmember  
and on roll call**

## Appendix B

### Individuals Responsible for Purchasing

Last Name	First Name	Title
Allen	Scott	Supervisor, Auto Mechanics
Bettors	Kelly	Human Resource Clerk
Bolles	Eric	Police Sergeant
Call	James	Fire Lieutenant
Camp	Chris	Assistant Police Chief
Casey	Lisa	Confidential Secretary
Cassidy	Amy	Deputy Clerk/Treasurer
Chilano	Meg	Secretary
Coffey	Dan	Police Sergeant
Cowen	Mitchel	Police Sergeant
Davis	Bill	Superintendent of Water and Wastewater
Dean	Teri	Financial Clerk/Typist
Downey	McKenna	Secretary
Fairbanks	Dawn	Human Resource Specialist
Fix	Bob	Fire Captain
Green	Dave	Fire Lieutenant
Herberger	Dan	Fire Captain
Heubusch	Shawn	Police Chief
Hinz	Marty	Fire Captain
Houseknecht	Doug	Water & Wastewater Maint. Supervisor
Ireland	Gregory	Fire Captain
Klein	Vickie	Assessment Clerk
Lawrence	Marc	Police Sergeant
Lutey	Matthew	Police Detective Sergeant
Metz	Brian	Supervisor, Public Works
Morris	Michael	Fire Lieutenant
Napolitano	Stefano	Fire Chief
Neary	Lisa	Deputy Director of Finance
Palmer	Patty	Senior Clerk Typist
Parker	Heidi	Clerk/Treasurer
Patterson	Rebecca	Secretary
Saulsbury	Rhonda	Assessor
Smith	Janice	Administrative Assistant
Stevenson	Brett	Supervisor, Public Works
Tabelski	Rachael	Assistant City Manager
Tourt	Ray	Director of Public Works
Volk	Kevin	Chief WW Treatment Plant Operator
Weibel	Nelson	Chief Water Treatment Plant Operator
Whitcombe	Jeff	Fire Lieutenant



# City of Batavia

TO: Rachael Tabelski, Interim City Manager  
FROM: Lisa Neary, Deputy Director of Finance  
DATE: February 22, 2021  
RE: Parking Permits and Employee Accrued Liability Reserve

In preparation of the City's fiscal year end, there are certain resolutions that require Council action.

- Annually the City transfers dumpster permit revenue and parking permit revenue received throughout the fiscal year into the parking lot reserve to assist with future replacement and improvements to the City's parking lots.
- Annually, Employee Benefit Accrued Liability Reserve is used to cover moneys paid out throughout the year to employees who retired or terminated their employment with the City. In the fiscal year ending March 31, 2021, the City has had seven employees who have retired/resigned.

Attached please find resolutions supporting these actions to be presented to City Council at the February 22, 2021 conference meeting. Please let me know if you have any questions.

#-2021

**A RESOLUTION TRANSFERRING \$4,450 TO THE PARKING LOT CAPITAL  
RESERVE FUND**

**Motion of Councilmember**

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

**WHEREAS**, the City of Batavia, through January 31, 2021, received parking and dumpster permit revenue in the amount of \$4,450 and is desirous of transferring said \$4,450 to the Parking Lot Capital Reserve Fund to assist with future replacement and improvements of City parking lots.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Batavia does hereby transfer \$4,450 of parking and dumpster permit revenue to the Parking Lot Capital Reserve Fund.

**Seconded by Councilmember  
and on roll call**

**DRAFT**

#-2021

**A RESOLUTION TRANSFERRING FROM THE EMPLOYEE BENEFIT ACCRUED LIABILITY RESERVE AND TO AMEND THE BUDGET**

**Motion of Councilmember**

**WHEREAS**, pursuant to General Municipal Law 6-p, the City of Batavia has an established Employee Benefit Accrued Liability Reserve fund for payment of accrued benefits due to employees upon termination of the employees' service; and

**WHEREAS**, the City of Batavia for the fiscal year ending March 31, 2021 has approximately \$274,028 of Employee Benefit Accrued Liability Reserve; and

**WHEREAS**, the City of Batavia for the fiscal year ending March 31, 2021 will have had seven employees retire/terminate from General Fund employment with payable accrued employee benefits totaling approximately \$124,617.89.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Batavia that the City Manager is hereby authorized to use approximately \$124,617.89 of Employee Benefit Accrued Liability Reserve to make the following budget transfers.

Effective March 31, 2021, the following transfers are hereby approved:

Increasing expenditure accounts:

Police Department	A.04.1320.3120 100	\$ 37,299.87
Police Department	A.04.3120.3120 102	\$ 1,029.18
Police Department	A.04.3120.3120 103	\$ 1,473.36
Fire Department	A.05.3410.3410 100	\$ 56,685.57
Fire Department	A.05.3410.3410 101	\$ 4,248.11
Fire Department	A.05.3410.3410 102	\$ 5,080.28
Fire Department	A.05.3410.3410 103	\$ 2,958.91
Fire Department	A.05.3410.3410 105	\$ 2,990.30
City Manager	A.01.1230 100	\$ 5,815.38
Department of Public Works	A.03.1490 100	\$ 5,804.06
Department of Public Works	A.03.1490 103	\$ 1,232.87

Increasing revenue account:

Appropriated Employee Benefit Accrued Liability Reserve	A.00.0000.0000 0511.2109	\$124,617.89
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**Seconded by Councilmember  
and on roll call**

#-2021

**A RESOLUTION TO APPOINT MEMBERS TO VARIOUS CITY COMMITTEES/ BOARDS**

**Motion of Councilmember**

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

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

**Community Garden**

James A Chamberlain

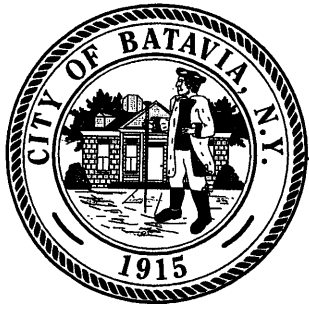
December 31, 2024

Susan Chiddy

December 31, 2024

**Seconded by Councilmember  
and on roll call**

**DRAFT**



# City of Batavia

## *Memorandum*

To: Rachael Tabelski, Interim City Manager

From: Lisa Neary, Deputy Director of Finance

Date: February 22, 2021

Subject: Capital Project Close Out Resolution

In an effort to keep our capital project fund up to date and current, it is necessary to close out certain capital projects that are completed at this time. Those capital projects are listed as follows:

TAP Healthy Schools Sidewalk Project  
Redfield Pillars Project  
Union Street Water Main Project  
Brooklyn Avenue Water Project  
South Main Water Project  
Franklin Street Project

With regards to the TAP Healthy Schools Sidewalk Project, there is a residual balance of approximately \$38,710 to be transferred back to the Sidewalk Reserve, which assisted in funding the project.

Attached please find a resolution in support of this action.

#- 2021

**A RESOLUTION TO CLOSE OUT CAPITAL PROJECTS**

**Motion of Councilmember**

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

**WHEREAS**, projects completed at this time that require official closing are listed as follows:

#1503 TAP Healthy Schools Sidewalk Project  
#1904 Redfield Pillars Project  
#1703 Union Street Water Main Project  
#1169 Brooklyn Avenue Water Project  
#1802 South Main Water Project  
#2003 Franklin Street Project

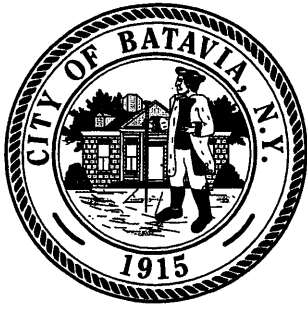
**WHEREAS**, the City Council authorizes the City Manager to make the recommended transfers and close out the specified capital projects effective March 31, 2021; and

**WHEREAS**, in order to close the TAP Healthy Schools Sidewalk project, the City will need to transfer approximately \$38,710 from the Capital Projects Fund to the Sidewalk Reserve Fund.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Batavia that the above referenced capital projects be closed effective March 31, 2021.

**Seconded by Councilmember  
and on roll call**





# City of Batavia

## *Memorandum*

To: Honorable Council Members

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

Date: February 15, 2021

Subject: Termination of the Genesee County and City of Batavia Youth Recreation and Youth Services Program Agreement

The City and County entered into an Inter-municipal Agreement in 2011 upon the resignation of the previous Director. The current agreement was executed 2018 and was originally set to expire on December 31, 2021.

As you are aware, COVID-19 has created a situation where all governments and businesses are dealing with reduced revenues and looking for ways to continue to provide services but at a reduced cost. To that end, and because of the lack of staffing for the City's Youth Department, on November 23, 2020 City Council discussed the future of youth services in the City of Batavia and directed the City Manager to issue an RFP for services.

The goal of the RFP was to identify a professional organization to provide youth services to City children at a reduced cost. By contracting youth services to a professional organization the City will no longer need to contract with Genesee County for the administration and oversight of the City Youth Bureau.

The City Manager, and/or his/her designee will oversee the youth services contract. Dissolving the Agreement, the City will save \$21,711 in FY21/22. The comprehensive savings of contracting for services with a professional firm and dissolving the County/City agreement is reflected in the Contract for Youth Afterschool Services and Summer Recreation Memo.

I recommend that the City Council of the City of Batavia vote to terminate the Genesee County and City of Batavia Youth Recreation and Youth Services Program Agreement.

#-2021

**A RESOLUTION TO TERMINATE THE YOUTH BUREAU  
OPERATING AGREEMENT WITH GENESEE COUNTY**

**Motion of Councilmember**

**WHEREAS**, the City of Batavia entered into an inter-municipal agreement with Genesee County in 2018 regarding the operation and funding of the City Youth Bureau for a period between April 1, 2018 through December 31, 2021; and

**WHEREAS**, as of April 1, 2021 the City of Batavia will make alternative arrangements to provide youth services within the City for 2021 and thereafter; and

**WHEREAS**, the City of Batavia will no longer need to contract with Genesee County for the administration and oversight of the City Youth Bureau; and

**WHEREAS**, termination of the Youth Bureau Agreement will result in savings to the City in the amount of \$20,711 for 2021 services.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Batavia hereby terminates the 2018 Youth Bureau Agreement effective March 8, 2021.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be provided to Genesee County confirming termination of the agreement.

**Seconded by Councilmember  
and on roll call**

**DRAFT**



# City of Batavia

## *Memorandum*

To: Honorable City Council Members

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

Date: February 17, 2021

Subject: Firland Management Ice Rink Lease Agreement

As you are aware, COVID-19 has created a situation where businesses and organizations are dealing with reduced revenues and looking for ways to continue to provide services and remain viable. To that end, I am recommending that the City of Batavia City Council consider the amended and extended Lease Agreement for the Batavia Ice Rink with Firland Management.

Firland Management has operated at the Batavia Ice Rink for over a decade and has worked to provide the City and residents with year-round public use ice experience for recreational and sport activities at reasonable and affordable prices.

The Batavia Ice Rink is an ice skating facility that serves the public through both open public skating and ice rental to organized sports groups such as the Genesee Amateur Hockey Association (GAHA) and local high schools.

The Lease Agreement financial terms are as follows:

Year	2020/21 Original	2020/21 Modified	Payment Due	2021/22 Extension	Payment Due	2022/23 Extension	Payment Due
Lease	\$25,000	\$25,000	1/1/2022	\$20,000	3/1/2022	\$20,000	2/1/2023
Capital	\$32,958.30	\$5,000	3/1/2021	\$5,000	3/1/2022	\$5,000	3/1/2023

I recommend the City of Batavia City Council approve the modified and extend agreement with Firland Management for operations of the Batavia Ice Rink.

#-2021

**A RESOLUTION AUTHORIZING THE EXTENSION OF THE  
ICE RINK LEASE AGREEMENT WITH FIRLAND MANAGEMENT LLC**

**Motion of Councilmember**

**WHEREAS**, the City of Batavia and Firland Management LLC desire to extend the Ice Rink Lease Agreement by two years; and

**WHEREAS**, due to the COVID-19 pandemic and substantial shut down of sports and hockey during 2020, the City of Batavia will extend the lease payment currently owed in March 2021 until January 1, 2022; and

**WHEREAS**, the City of Batavia and Firland Management agree to extend the lease agreement for two years; and

**WHEREAS**, the amended lease will expire on March 31, 2023; and

**WHEREAS**, Firland Management will continue to operate the activities at the City of Batavia Ice Arena.

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

**Seconded by Councilmember  
and on roll call**

## ICE RINK LEASE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_, 2021+6 by and between the CITY OF BATAVIA, a municipal corporation (herein after City) and FIRLAND MANAGEMENT, LLC the corporation formed for the operation of the activities set forth in this agreement (herein after Tenant).

### PREAMBLE

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

### A. FINANCIAL CONSIDERATIONS

1. Tenant shall pay for 100% of all utilities billed to the facility including gas, electric, water and sewer. The City shall be responsible for 0.00%. The City will bill the Tenant monthly for its share of utilities, and the Tenant shall pay the monthly utility bill within 30 days of receipt. The cost allocation presently in effect between the neighboring fire headquarters and the facility for utilities for gas is enumerated in Appendix A.

2. The tenant shall pay the City an annual lease payment as follows: ~~of the following:~~

<del>1) January March 1, 202217</del>	<del>\$20,000</del>
<del>2) March 1, 2018</del>	<del>\$20,000</del>
<del>3) March 1, 2019</del>	<del>\$22,500</del>
<del>4) March 1, 2020</del>	<del>\$25,000</del>
<del>5) March 1, 2021</del>	<del>\$25,000</del>

1) As a result of the Covid-19 pandemic and substantial shutdown of rink operations, sports and youth hockey during the 2020-2021 season, the rent payment due for 2020 payable on March 1, 2021 in the amount of \$25,000 shall be deferred to January 1, 2022.

2) the Annual rent for 2021-2022 shall be \$20,000 payable on March 1, 2022.

3) the Annual rent for 2022-2023 shall be \$20,000 payable on February 1, 2023.

3. Capital Improvement Fee: The Tenant shall be responsible for paying an annual Capital Improvement Fee as stated in Appendix A.

4. The Tenant and City shall be relieved of the responsibility to perform under the terms of this agreement due to matters and events beyond reasonable control of the Tenant due to acts of God (force majeure).

## **B. MAINTENANCE OF FACILITY**

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

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

2. The City will contract with a qualified Company for an annual service contract for the ice making system. The contract will provide for a total of 5 to 6 service and preventive maintenance calls including start-up and shut-down. Such contract shall remain in force during the term of this agreement and shall become a part of this contract. The Tenant will pay the City for the cost for the service contract on March 1<sup>st</sup> of every year. The service contract may be subject to change in cost, in which case the Tenant shall be responsible for any adjusted service changes.

3. There shall be no physical alteration to the facility by the Tenant without prior written approval of the City and the City will have the right to specify which service vendors are acceptable to the City. The City may require the Tenant to provide written plans and specifications, including engineering plans stamped by a New York licensed Engineer for any alteration to the facility.

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

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

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

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

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

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

10. In addition to the Tenant's responsibility set forth in Section B. Maintenance of Facility of this agreement, the City and Tenant agree to jointly develop a three year Capital Improvement Plan (CIP) for the facility that may include capital expenditures, improvements, replacements and enhancements of major items under the City's responsibility. The City and Tenant recognize that the CIP is a financial tool for planning and budgeting purposes, however the CIP is not binding to the City or Tenant in any way.

11. If the Tenant desires to use City owned equipment (zamboni, ice edger, etc.) outside the City ice arena, the Tenant shall need prior approval from the City.

### **C. TENANT CAPITAL EXPENSES AND PLANNING**

1. The Tenant purchased and installed a new ice skate sharper by September 1, 2011. The cost of the ice skate sharper was the sole cost of the Tenant. The Tenant accepts all responsibility for maintaining the ice skate sharpener. At the end of this Contract the ice skate sharpener shall be turned over to the City in working condition.

2. ~~The Tenant shall continue to pay the City annual principal costs debt service related to the zamboni machine. The Tenant has two remaining payments to the City on March 1, 2017 is \$12,188.87 and March 1, 2018 is \$11,776.68. The zamboni machine, bonded by the City, was paid off in 2018 through a final principal payment of \$11,776.68 made by the Tenant.~~ The Tenant shall continue to maintain the zamboni at its own expense, and at the end of this Contract the zamboni shall be turned over to the City in working condition.

3. Based on Tenant's experience building, developing and renovating ice rink facilities, Tenant shall assist the City in general capital planning discussions, relative to concepts, opportunities and potential grant funding for improving the facility.

### **D. PERFORMANCE**

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

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

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

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

#### **E. PROGRAMMING**

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

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

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

#### **F. LIABILITY FOR PERSONAL INJURY OR PROPERTY**

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

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

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

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



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DRAFT

## G. GAHA.

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

1. GAHA must give two weeks advance written notice to the Tenant.
2. No more than five hours per week may be canceled and no more than a total of 30 hours per season may be canceled.
3. If GAHA relinquishes the use of any of the 900 guaranteed hours, Tenant is under no obligation to provide such relinquished hours in subsequent seasons.
4. Tenant shall receive all revenue from dasher board advertising, but such advertising will not be offensive and will be in conformity to community standards. Tenant agrees to allow GAHA to erect an 8' X 16' "sponsor board" at a mutually agreeable location only.
5. GAHA shall not be permitted to assign or sublet any of its ice time to others without the written permission of Tenant.

## H. ~~FRANCHISE-LEASE~~ CANCELLATION AND ASSIGNMENT

~~The Tenant may terminate this agreement on~~This agreement terminates on March 31, 20221 or~~annually by providing the City with advance 12 months written notice.~~The Tenant may not assign this lease to any other party without the advance written approval of the City.

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

1. **NEGLECT OF FACILITY.** In the event that written deficiencies in maintenance or operation have not been addressed (with corrective action scheduled) by the Tenant within 30 days after written notification by the City.
2. **EXCESS PRICING .** Tenant's pricing policies shall not exceed comparable pricing charged by privately run facilities within a 50 mile radius.
3. **PROGRAMMING REDUCTION.** The Tenant generally agrees to use the facility to the same extent as outlined in Appendix C.
4. ~~4.~~ **OPERATIONAL CHANGE.** In the event the City chooses to run the operations as a City function, a 6-month written notice of cancellation of this contract shall be provided to the Tenant. In the event of cancellation prior to the end of the term, the City shall reimburse the tenant for capital improvements made to the facility during the term of the agreement. The reimbursement shall be established by dividing the cost of the improvement, by the life of the improvement (based on a standard depreciation schedule), times the years remaining on the agreement. ~~Further, the~~

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

5. SALE OF FACILITY. In the event that the City sells the facility or transfers ownership of the facility, a 6-month written notice of cancellation of this contract will be provided to the Tenant. In the event of cancellation prior to the end of the term, the City shall reimburse the tenant for capital improvements made to the facility during the term of the agreement. The reimbursement shall be established by dividing the cost of the improvement, by the life of the improvement (based on a standard depreciation schedule), times the years remaining on the agreement.

### **I. TERM OF CONTRACT**

The term of this contract is for ~~twoone years~~ five years from April 1, 2021~~16~~ to March 31, 2023~~21~~, ~~with option to renew the lease for another five year term starting April 1, 2021 to March 31, 2026 upon mutual agreement of the City and Tenant. The City and Tenant agree to begin negotiations for the renewal of the lease no later than April 1, 2025 and agree to negotiate in good faith.~~

### **J. GOVERNING LAW**

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

### **K. ENTIRE AGREEMENT**

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

### **L. MODIFICATION**

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

### **M. WAIVER**

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

**N. PARTIAL INVALIDITY**

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

CITY OF BATAVIA

By: \_\_\_\_\_

Date:

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

By: \_\_\_\_\_

Date:

James Cain, President  
FIRLAND MANAGEMENT, LLC

APPENDIX A

A. Electric

Tenant is 100% responsible for electric bill of ice rink.

B. Gas

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

C. Capital Improvement Fee

Payment due by March 1<sup>st</sup> of each year.

2017	\$ 29,283.02
2018	\$ 30,161.52
2019	\$ 31,066.36
2020	\$ 31,998.35
2021	\$
	<del>5,000</del> 32,958.30

<u>2022</u>	<u>\$520,000</u>
<u>2023</u>	<u>\$5,000</u>

## APPENDIX B

### MAINTENANCE RESPONSIBILITY OF TENANT

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

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

## APPENDIX C

### PUBLIC SKATING SCHEDULE

Weekdays	(M-F)	11:30 AM - 1:00 PM
Evenings	(W, F, SA)	7:15 PM - 8:45 PM
Weekend Days	Sat.	3:15 PM - 4:45 PM
	Sun.	1:15 PM - 2:45 PM

### FIGURE SKATING LESSONS

10 week session early fall until Christmas

10 week session after New ~~Years~~Year's until Easter

### SKATE AND SHOOT

Filled in empty slots

### NOTE:

Public skate is canceled because of:

1. GAHA Tournament
2. High School Tournaments

## APPENDIX D

### SPRING / SUMMER ACTIVITIES:

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





#-2021

**A RESOLUTION AWARDING PURCHASE CONTRACTS FOR CHEMICALS**

**Motion of Councilmember**

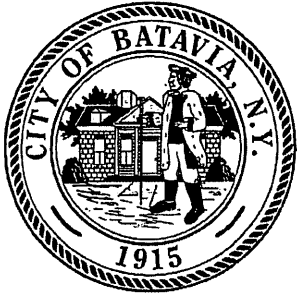
**WHEREAS**, the City has advertised for competitive, sealed bids for the purchase of various chemicals used for the operation of the Water and Wastewater Treatment facilities; and

**WHEREAS**, Twenty-two (22) companies submitted bids, and seven (7) low bidders were identified for the seven (7) chemicals.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Batavia that one (1) year purchase contracts for various chemicals be awarded to the lowest responsible bidder hereinafter identified.

<b>Company Name</b>	<b>Chemical</b>	<b>Bid Amount</b>
Carmeuse Pittsburgh PA	Quicklime	\$190.40 a ton
Faesy & Besthoff Stamford, CT	Ferric Sulfate	\$925.00 a ton
PVS Technologies Detroit, MI	Fluosilicic Acid	\$625.00 a ton
Haun Albany, NY	Carbon Dioxide	\$220.00 a ton
Thatcher Salt Lake City, UT	Liquid Alum	\$281.38 a dry ton
Coyne Croydon, PA	Liquid Phosphate	\$337.49 a drum
JCI Jones Caledonia, NY	Sodium Hypochlorite	\$0.76 a gallon


**Seconded by Councilmember  
and on roll call**



# City of Batavia

## *Memorandum*

To: Rachael Tabelski, Interim City Manager

From: Raymond Tourt, Director of Public Works 

Date: February 11, 2021

Subject: Lime Sludge Removal

Lime Sludge is a bi-product of the softening process performed at the Water Filtration Plant. Approximately six times per year an independent contractor hauls the waste material from the plant to an appropriate site for disposal.

Bid documents were advertised on January 23, 2021 with a bid opening date of February 16, 2021. All bids shall be reviewed and a recommendation of award will be submitted to City Council for their consideration at the regular Business Meeting on March 8, 2021.

Supporting Documentation  
Draft Resolution

#-2021

**A RESOLUTION TO AWARD A CONTRACT FOR REMOVAL,  
TRANSPORTATION AND DISPOSAL OF LIQUID LIME SLUDGE**

**Motion of Councilmember**

**WHEREAS**, the City has solicited bids for removal, transportation, and disposal of liquid lime sludge from the Water Treatment Plant for a two year term (4/1/21-3/31/23); and

**WHEREAS**, XXX (X) bids were received on February 16, 2021, and XXXX was the lowest responsible bidder.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Batavia that a contract is hereby awarded to XXXX. in the amount of XXXX (\$XXXX) per event for removal, transportation, and disposal of lime liquid sludge at the Water Treatment Plant.

**Seconded by Councilmember  
and on roll call**


DRAFT



# City of Batavia

## *Memorandum*

To: Rachael Tabelski, Interim City Manager

From: Raymond Tourt, Director of Public Works 

Date: February 11, 2021

Subject: Replacement of Lead Service Lines - Construction Bid

In May of 2020, City Council authorized an agreement with the New York Department of Health to accept a grant for the replacement of lead water services in the City of Batavia. The value of the grant is \$554,112. The focus areas for this work are South Swan St., Otis St and Hutchins St. It is anticipated that a total of fifty to seventy-five services will be able to be replaced as part of this grant.

All engineering, design and bid documents for construction have been completed. The project was advertised for bidding on February 2, 2021 with a bid opening on March 3, 2021. It is our intent to make recommendation to City Council to award this project at their March 8, 2021 City Council meeting.

Supporting Documentation:  
Draft Resolution

**#-2021**  
**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH**  
**XXXXX**  
**FOR 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 - 2021; 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**

## **MOTION TO ENTER EXECUTIVE SESSION**

### **Motion of Councilmember**

**WHEREAS**, Article 7, Section 105(1)(h), of the Public Officer's Law permits the legislative body of a municipality to enter into Executive Session to discuss "...the proposed acquisition, sale, or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof..."and;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Batavia, that upon approval of this Motion, the City Council does hereby enter into Executive Session.

**Seconded by Councilmember  
and on roll call**