

BATAVIA CITY COUNCIL SPECIAL CONFERENCE MEETING

**City Hall - Council Board Room
One Batavia City Centre
June 14, 2021 at 7:00 PM
(PRIOR to Business Meeting)**

AGENDA

- I. Call to Order
- II. Invocation – Councilmember Briggs
- III. Pledge of Allegiance
- IV. Bail Reform – Rose Mary Christian Discussion
- V. Police Station Feasibility Study Presentation
- VI. Police Station Flat Roof Replacement
- VII. Public Infrastructure Project - Ellicott Place – RLF Grant
- VIII. Petition to Rezone 211 ½ East Main Street
- IX. Year End 2020/2021 Budget Transfer
- X. Authorizing Budget Transfers for use of Reserves for Health Insurance Fund
- XI. Close Out Capital Projects
- XII. K-9 Committed Fund Balance
- XIII. Adjournment



City of Batavia

Memorandum

To: Hon. City Council Members

From: Rachael J. Tabelski, City Manager

Date: June 4, 2021

Subject: Police Station Flat Roof Replacement

While completing the feasibility study to build a new police station an analysis was also conducted to determine what critical capital project and maintenance needed to occur at the existing Police Station.

The analysis revealed that the flat roof portions of the police station above the back vestibule and the rear addition require a full replacement as they have been found to be beyond repair and their effective life. Currently there is leak in the conference room, locker rooms and in the detective offices, as well as the women's and men's bathrooms.

The roof project will need to be bid pursuant to General Municipal Law, Article 5A, Section 103 and in accordance with the City of Batavia Purchasing Manual. The project is estimated to cost \$50,000 and can be funded with facility reserve funds.

I recommend that the City Council of the City of Batavia authorize the City Manager to amend the budget and move forward with the roof replacement project.

#-2021

A RESOLUTION TO AMEND THE FY21/22 BUDGET RESERVE AND EXPENSE ACCOUNTS FOR POLICE DEPARTMENT FLAT ROOF REPLACEMENT PROJECT

Motion of Councilmember

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

WHEREAS, the Facilities Reserve Fund has a current balance of \$1,174,026.19; and

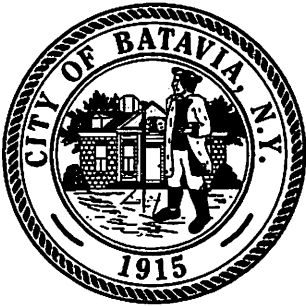
WHEREAS, the current flat roof portions of the police station above the back vestibule and the rear addition require a full replacement as they have been found to be beyond repair and their effective life; and

WHEREAS, the City would like to move forward to bid the roof project pursuant to General Municipal Law, Article 5A, section 103 and in accordance with the City of Batavia Purchasing Manual.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Batavia to authorize the City Manager to utilize Facility Reserves and to amend the FY21/22 budget by increasing the accounts as follows:

| | | |
|----------------------------|----------------------------------|--------------|
| Revenue 001.0001.0511.2106 | Facility Reserves | \$ 50,000.00 |
| Expense A.01.9950 900-2106 | Transfers out Facilities Reserve | \$ 50,000.00 |

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



City of Batavia

Memorandum

To: Honorable City Council Members

From: Rachael J. Tabelski, MPA, City Manager

Date: June 2, 2021

Subject: Public Infrastructure Project - Ellicott Place

In 2019, the City of Batavia amended the Revolving Loan Fund (RLF) Agreement to allow for grants or investment on a project specific basis, and with City Council approval. Specifically the City of Batavia Revolving Loan Fund Grant Policy seeks to have private building owners make lasting building, public and/or façade improvements within the City.

Building owners may request funds for building improvements that have a visual impact and faced work for rehabilitation or new builds. The grant of 40% of the total cost of the project will be considered and the amount will be capped at \$20,000.

The grant funding will be matched with private funds from the Ellicott Place Project to complete sidewalk enhancements around the building. The building owner, through a 1990 easement and deed, purchased City property, is liable to maintain, repair and clean the sidewalks that was constructed around the building.

With the multi-million dollar private investment that the owners are making into the building for new commercial and residential tenants there will be an increased level of pedestrian activity and the entire site will need to be improved. The investment for the total project is \$3.15 M and the investment for the sidewalks is \$47,000. The Batavia Development Corporation Board reviewed the application and recommended it to council with the score of 94.2 out of 100 as related to economic development and strategic goal alignment.

To this end, and to further the Downtown Revitalization Initiative (DRI) Ellicott Place Project, I am requesting that City Council approve the grant request for \$18,800, and moving this request to the next scheduled Business Meeting.

#-2021

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

Motion of Councilmember

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

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

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

WHEREAS, VJ Gautieri Constructors has submitted a completed application for grant funds to the Batavia Development Corporation, the Batavia Development Corporation has acknowledged receipt of the application and application fee, received the deed to the property, the project financials, reviewed and scored the project, and advanced the project to the City Council of the City of Batavia to review; and

WHEREAS, VJ Gautieri Constructors intends to complete improvements of the property located at 45-47 Ellicott St. using funds to be provided through the Program; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City of Batavia City Council approves granting \$18,800 to the project; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City of Batavia City Council authorize the City Council President to execute the Grant Agreement with VJ Gautieri Constructors.

**Seconded by Councilmember
and on roll call**

BATAVIA DEVELOPMENT CORPORATION

City of Batavia Revolving Loan Fund- Grant Request

TO: Rachael Tabelski, City Manager
FROM: Andrew Maguire, Director of Economic Development
RE: RLF Grant Recommendation Memo
DATE: June 1st, 2021

Applicant: Mr. Victor Gautieri (VJ Gautieri Constructors)
Location: 45-47 Ellicott St., Batavia, NY 14020 (Ellicott Place)
Capital Investment: \$47,000 (\$3,150,000 overall for Ellicott Place)
Grant Request: \$18,800
Application Complete: Yes
Proof of Financing: Bank Financing – Upstate National Bank
RLF Grant Funds Available: Yes Currently \$232,623.99 in cash available in the fund

Victor Gautieri, President of VJ Gautieri Constructors, the owner of 45-47 Ellicott Street in the City of Batavia is in process of completing the Ellicott Place project which will deliver 10 new market rate apartments and rehabilitate 16,000 sq feet of vacant commercial space. The project is a Downtown Revitalization Initiative (DRI) recipient in the amount of \$1,150,000 and will deliver a \$3,150,000 project. This specific funding will be allocated toward replacing the private sidewalks that are adjacent to the building enhance this project even further. With the inflation on cost of materials in the last year, Mr. Gautieri estimates a 10-20% increase in costs, the RLF funds would help close a minor portion of that gap.

The building was built in 1968 and has housed many commercial tenants, from Montgomery Ward to the current tenant, Save-A-Lot. The current assessed value is \$640,000 prior to the current rehabilitation of the Ellicott Place project. It is located in the BID district, the Rt. 63 redevelopment corridor and a key project in alignment with the City's Comprehensive plan and Downtown Revitalization Initiative Plan.

With additional grant funding from the City, Mr. Gautieri is committed to replacing the entire sidewalks along the building which is an eligible use of funds through masonry repairs, façade improvement, and store front upgrades. The project in total will promote commerce, downtown residents, and increased tax revenues through such.

The BDC received a full application, with a non-refundable deposit of \$250, the deed to the property and proof of financing. Pictures of current conditions and a cost estimate were included with the application. The BDC convened on May 27th, 2021 and reviewed the application and scored the project. The total average score overall was 94.2 out off 100 and approved to recommend the RLF grant application to City Council.

BATAVIA REVOLVING LOAN FUND GRANT
PARTICIPANT AGREEMENT

This Agreement is made effective as of the ____ day of ____, 2021, by and between the City of Batavia, with offices located at One Batavia City Centre, Batavia, NY 14020, and VJ Gautieri Constructors, Inc. ("Owner"), residing at or having a principal place of business at 45 Liberty St. Batavia, NY 14020. For a grant in the amount of \$18,800.

1. Term.

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

2. Owner's Representations.

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

3. Regulatory Requirements and Repayment Provisions.

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

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

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

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

4. Reimbursement.

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

5. Inspection of Work: Unsatisfactory Work.

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

6. Reports and Access to Records.

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

7. Termination.

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

8. Compliance with Local Laws and Codes.

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

9. Notice of Investigation or Default.

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

10. Default.

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

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

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

11. Indemnification.

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

12. Assignment.

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

13. Waiver of Liability.

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

14. Property Release.

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

15. Modification and Amendment.

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

16. Attachments:

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

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

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

City of Batavia

Signature → _____

Printed Name: Eugene Jankowski Jr.

Title: City of Batavia City Council President

Date:

VJ Gautieri Constructors, Inc.

Signature → _____

Printed Name: Victor Gautieri

Title: President, VJ Gautieri Constructors, Inc.

Date:



City of Batavia

Memorandum

To: Honorable City Council Members

From: Rachael J. Tabelski, MPA, City Manager

Date: June 4, 2021

Subject: Petition to Re-Zone 211 ½ E. Main St.

United Memorial Medical Center (UMMC), affiliated with Rochester Regional Health (RRH) currently owns a parcel of land located at 211 ½ East Main St.

UMMC/RRH has submitted a petition to re-zone this parcel from a P-2 to a C-3 commercial designation as they plan to collaborate with the GLOW YMCA Inc. to build a collaborative Healthy Living Campus. The Healthy Living Campus will span three parcels 213, 211 and 211 ½ East Main St. 213 East Main St. is currently zoned C-3.

Attached is the Petition to Re-Zone for your review, and the current zoning map.

As New York Consolidated Laws, General City Law - GCT § 27 provides City Council with the authority to refer matters to the Planning and Development Committee, I recommend that Council refer this petition to the City of Batavia Planning and Development Committee for review and recommendation.

#-2021

A RESOLUTION REFERRING THE PETITION TO REZONE 211 ½ EAST MAIN STREET TO THE PLANNING AND DEVELOPMENT COMMITTEE

Motion of Councilmember

WHEREAS, the City Council is desirous of reviewing the Batavia Municipal Code, Section §190, in response to a petition from United Memorial Medical Center (UMMC), requesting a parcel, 211 ½ East Main Street, to be re-zoned; and

WHEREAS, under the City Charter § 13-3 the City Planning and Development Committee shall have such powers and duties to serve in an advisory capacity and provide such advice as to assist the City Council in developing a strategy that interprets, plans and leads in the implementation of land use matters relating to public and private development within the City of Batavia; and

WHEREAS, General City Law - GCT § 27 provides City Council with the authority to refer matters to the Planning and Development Committee requesting reviews and recommendations regarding planning and development within the City of Batavia.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia hereby request that the City Planning and Development Committee review a Petition to Re-Zone 211 ½ East Main Street, and make a recommendation to the City Council for consideration.

**Seconded by Councilmember
and on roll call**

PETITION TO RE-ZONE
211 1/2 East Main Street , SBL No. 84.11-1-26.11
Batavia, New York

Rochester Regional Health / United Memorial Medical Center, parcel owners, and Cieurzynski Consulting LLC, the owner's representative, hereby submit the within Petition to Re-zone the above-referenced parcel from P-2 to C-3.

Background

We are seeking to have the City of Batavia re-zone one parcel located at 211 1/2 East Main Street, Batavia, NY 14020. The parcel is currently owned by United Memorial Medical Center. We are entering into agreement with the GLOW YMCA to develop 211 and 213 East Main Street for the construction of the GLOW YMCA/ Rochester Regional Health United Memorial Healthy Living Campus which will house the new YMCA and healthy living offices. A portion of the building will extend onto the 211-1/2 parcel. In the future, Parcels 211, 213 and a portion of 211 ½ will be merged to create one parcel for the new YMCA. Rochester Regional Health will retain ownership of the property following the proposed rezone and merge of the property. The property was zoned P-2 for many years given the boiler facility that currently stands on the property was used by the former St. Jerome Hospital and recently by United Memorial Medical Center, and is currently is listed as P-2 on the City of Batavia zoning map. The property is bordered to the south by C-3 zoning. A copy of the existing City zoning map is attached as Exhibit A. The property was most recently used as a boiler and laundry facility, however the building will eventually be demolished to make way for the new GLOW YMCA/Rochester Regional Health United Memorial Healthy living campus and associated parking upon approval of this re-zone request.

Adjoining Uses

The property is bordered to the south by the C-3 zoning district and is bordered on the north and west by the P-2 district. We have discussed our proposed use with the adjoining property owners at 209 East Man Street, the Glow YMCA (Rochester Regional Health/ United Memorial Medical Center owns the property to the east, north, south and west). Attached as Exhibit B is a petition signed by the owners of the adjoining property, indicating they are in favor of having the property re-zoned to C-3.

Proposed Future Use

We intend to take the following steps regarding the site at 211-1/2:
Demolish the existing building located on the property, combine the 211 and 213 properties with a small portion of the 211 ½ property and build the new GLOW YMCA/Rochester Regional Health / United Memorial Medical Center Healthy Living Campus. The remainder of 211 ½ will be for parking.

WHEREFORE, Petitioners respectfully request that the City Council of the City of Batavia amend the zoning for 211 1/2 East Main Street, SBL No. 84.11-1-26.11, Batavia, New York to C-3.

DATED: May 26, 2021



Daniel Ireland, President
Rochester Regional Health / United Memorial Medical Center



David Ciurzynski, Ciurzynski Consulting

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

On the 20 day of May, 2021, before me, personally appeared Daniel Ireland, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

NICHOLE SZYMKOWIAK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SZ6364638
Qualified in Genesee County
My Commission Expires 09-18-2021

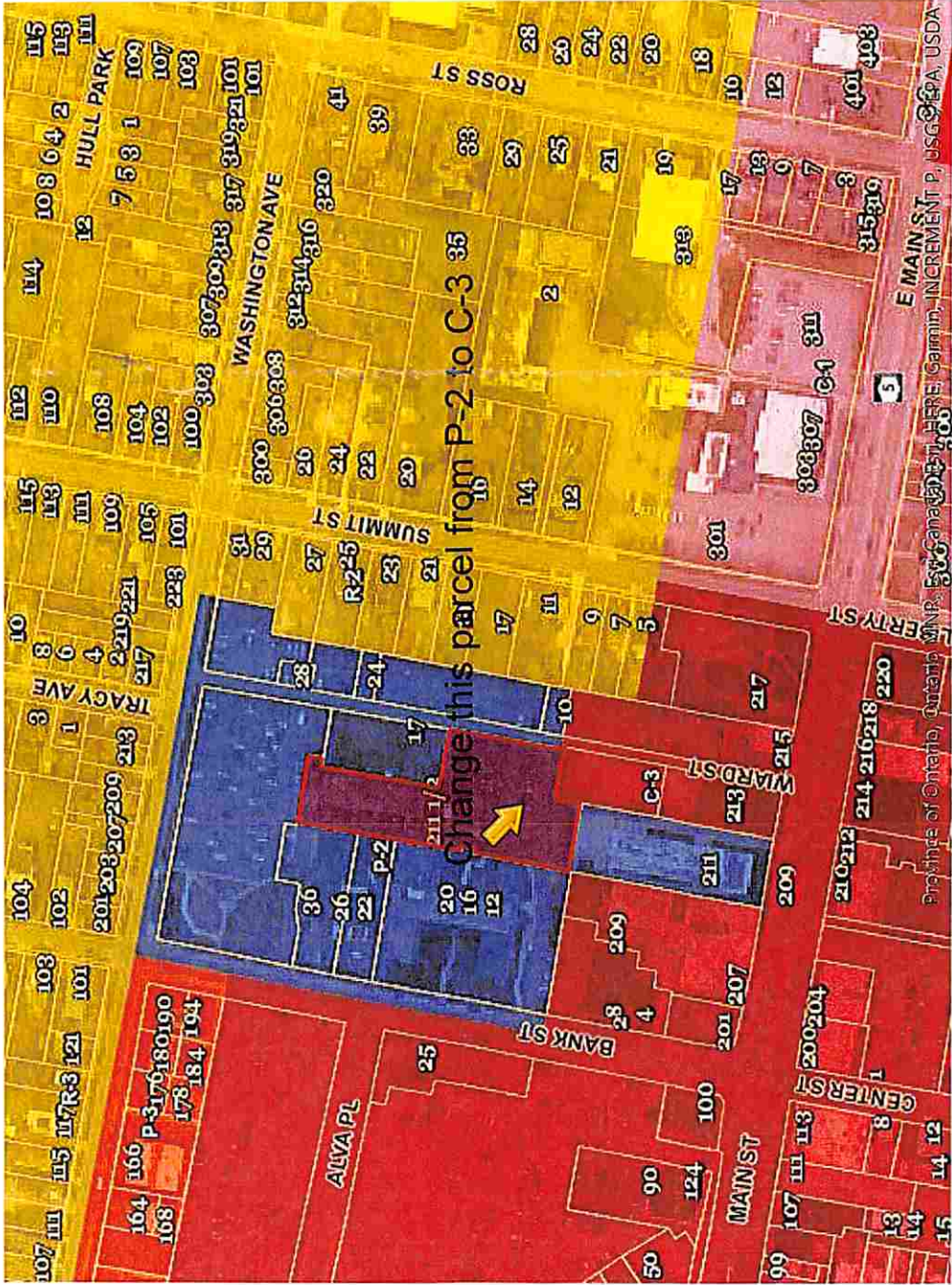
STATE OF NEW YORK)
COUNTY OF Wyoming) SS.:

On the 3rd day of June, 2021, before me, personally appeared David Ciurzynski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



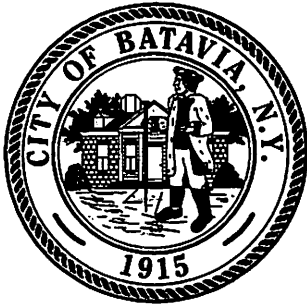
Notary Public

DEBRA L. KUSCH
Notary Public
State of N.Y. Wyoming
My Commission Expires 09-18-2023



Change this parcel from P-2 to C-3

Province of Ontario, Ontario MNR, 5366 Canada Road, Mississauga, Ontario



City of Batavia

To: Honorable City Council
From: Rachael J. Tabelski, City Manager
Date: June 4, 2021
Subject: Year-end Budget Adjustments

In order to close out the prior fiscal year, budget adjustments will be required to balance budget lines. Attached is a resolution making the necessary budget amendments and below is an explanation of each amendment. Amendments are done annually prior to year-end close out.

- An increase in legal professional fees (A.01.1420 437) of \$37,377.72. The increase was due to several factors including the analysis and interpretation of COVID-19 Executives Orders, rules and regulations. In addition, the guidance and participation of the City Attorney in the Police Reform mandated initiative as well as the additional support to the Council and Manager's Office during the transition to a new City Manager.
- Bond principal debt (A.01.9710 600) of \$2,872.38. The increase in the bond principal debt was a result of scrivener's error when entering the budget.
- Personnel insurance (A.02.1430 454) of \$6,601.21. The increase in the personnel insurance was related to COVID-19 unemployment insurance.

Use of contingency (\$46,851.31) from last year will be used to account for the general fund budget adjustments. The remaining balance in the contingency budget is \$193,148.69.

If you have any questions please feel free to contact me.

#-2021

A RESOLUTION TO AUTHORIZE BUDGET AMENDMENTS FOR 2020/2021 FISCAL YEAR

Motion of Councilmember

WHEREAS, in order to close out the 2020-2021 fiscal year budget certain budget transfers and amendments need to be made:

WHEREAS, the City of Batavia experienced expenses over budget in General Fund areas including legal, unemployment insurance and debt service in the 20/21 fiscal year; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Batavia does hereby authorize the City Manager to utilize contingency, other revenue accounts and reserves as shown below; and

BE IT FURTHER RESOLVED, by the Council of the City of Batavia that the City Manager be and hereby is authorized to make the following budget amendments and transfers:

Effective March 31, 2021 amend the 2020-21 budget by increasing expenditure accounts:

| | | |
|---------------|-------------------------|--------------|
| A.01.1420 437 | Legal Professional Fees | \$ 37,377.72 |
| A.01.9710 600 | Bond Principal Debt | \$ 2,872.38 |
| A.02.1430 454 | Personnel Insurance | \$ 6,601.21 |

by decreasing expense account:

| | | |
|--------------------|--------------------------|--------------|
| 001.1990.0500.0000 | General Fund Contingency | \$ 46,851.31 |
|--------------------|--------------------------|--------------|

**Seconded by Councilmember
and on roll call**

#-2021

A RESOLUTION TO AUTHORIZE TRANSFERS AND USE OF RESERVES FOR THE HEALTH INSURANCE FUND FOR 2020/2021 FISCAL YEAR

Motion of Councilmember

WHEREAS, pursuant to General Municipal Law 6-n, the City of Batavia has an established Self-Insurance Health Benefit Plan Reserve fund with an estimated balance of \$110,156 as of March 31, 2021; and

WHEREAS, the City of Batavia experienced expenses in the Health Insurance fund in the 20/21 fiscal year, above what was budgeted; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Batavia does hereby authorize the City Manager to utilize reserves and budget additional transfers from the General, Water, Wastewater, and City Centre Funds as shown below and amend the budget for the 20/21 fiscal year accordingly, as follows:

Effective March 31, 2021 amend the 2020-21 budget by increasing expenditure accounts:

| | | |
|----------------------|------------------------------------|---------------|
| A.01.9901 908 | Transfer out to Health Insurance | \$ 205,048.27 |
| EW.03.9901 908 | Transfer out to Health Insurance | \$ 25,631.03 |
| ES.03.9901 908 | Transfer out to Health Insurance | \$ 23,067.93 |
| EM.039901 908 | Transfer out to Health Insurance | \$ 2,563.10 |
| MS1.01.9060 807-2170 | Health & Medical Insurance Reserve | \$ 100,000.00 |
| MS1.01.9060 423 | Health Ins Fund Contract Services | \$ 2,123.35 |
| MS1.01.9060 802 | Health Ins Fund Social Security | \$ 656.69 |
| MS1.01.9060 807-1051 | Health Ins Fund Retiree healthcare | \$ 128,196.26 |
| MS1.01.9060 807 | Health Ins Fund Health Insurance | \$ 480,785.33 |

By increasing revenue accounts:

| | | |
|----------------------------|-----------------------------------|---------------|
| MS1.00.0000.0000 0511-2170 | Health Insurance Reserve | \$ 100,000.00 |
| MS1.00.0000.0000 2401 | Health Ins Fund Interest Earnings | \$ 772.22 |
| MS1.00.0000.0000 2680 | Health Ins Fund Ins. Recovery | \$ 354,679.08 |
| MS1.00.0000.0000 5031 | Interfund Transfer | \$ 256,310.33 |

**Seconded by Councilmember
and on roll call**

#-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:

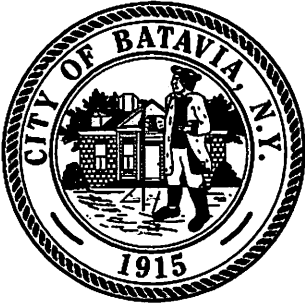
| | |
|---------|-------------|
| #200008 | Vac Truck |
| #180004 | Mall Roof I |

WHEREAS, the City borrowed \$420,000 for the Vac Truck project which totaled \$383,816.62 upon completion of the purchase, therefore, to close the Vac Truck project, the City will transfer approximately \$36,183.38 of unspent bond proceeds into Debt reserves. These proceeds will be used in the next fiscal year budget to pay down debt; and

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

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: Rachael Tabelski, City Manager

From: Lisa Neary, Deputy Director of Finance

Date: May 26, 2021

Subject: K-9 Committed Fund Balance

On August 12, 2019, City council authorized the City to establish a K-9 program including allowing for the receipt of donations and aid to fund the program. In June of 2020, Council agreed at the recommendation of the City's audit firm, to create a K-9 program Committed Fund Balance to keep donations received for the program, net of expenses, in a separate fund to be used solely for funding the program.

For the fiscal year ending 3/31/21, the City received \$2,443.27 in donations and expensed \$9,468.97 in the K-9 program, thus requiring a need to utilize \$7,136.50 of the K-9 Committed Fund Balance. The balance of the K-9 Committed Fund Balance at 3/31/20 was \$11,228.53; therefore utilizing \$7,136.50 will leave the K-9 Committed Fund Balance with a balance of \$4,092.03 at 3/31/21.

Attached please find a resolution supporting this action. This would be effective March 31, 2021. I'm available at any time if you have any questions.

#-2021

A RESOLUTION TO AUTHORIZE THE USE OF K-9 COMMITTED FUND BALANCE

Motion of Councilmember

WHEREAS, the Council for the City of Batavia authorized on August 12, 2019 the establishment of a Police Department k-9 program and authorized the receiving of donations and aid in funding the program; and

WHEREAS, the City of Batavia received \$2,332.47 in donations for the K-9 program in the fiscal year ending 3/31/2021; and

WHEREAS, the City of Batavia had \$9,468.97 in expenses for the K-9 program in the fiscal year ending 3/31/2021; and

WHEREAS, the K-9 Committed Fund balance had a balance at 3/31/20 of \$11,228.53.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Batavia, effective 3/31/21, does hereby release \$7,136.50 (\$9,468.97 less \$2,332.47) of the K-9 Committed Fund Balance as an offset to the cost of running the program.

**Seconded by Councilmember
and on roll call**