

Additional Proposed Legislation
For the August 21, 2018 City Council Meeting -
Filed in the Office of the City Clerk
August 2 through August 9

****Please Note****

For questions regarding the proposed legislation,
Call the City Clerk's Office at 585-428-7421



**City of Rochester, NY
Rochester City Council**

City Hall Room 301A • 30 Church Street • Rochester, New York 14614-1290

**FINANCE
INTRODUCTORY NO.**

316



August 9, 2018

RECEIVED
CITY OF ROCHESTER
OFFICE OF THE CLERK
2018 AUG -9 AM 9:10

Loretta C. Scott, President
Councilmember At-Large

Adam C. McFadden, Vice-President
Councilmember
South District

TO THE COUNCIL

Ladies and Gentlemen:

Re: Agreements - Councilmember
Designations

Transmitted herewith for your approval is legislation relating to the restoration of Council member designations for various community programs and neighborhood groups. This legislation will authorize agreements totaling \$9,650 with the following agencies:

| <u>Agency</u> | <u>Amount</u> |
|--|---------------|
| Ibero-American Action League | \$6,750 |
| North East Area Development, Inc. (NEAD) | 2,400 |
| PathStone Corporation | 500 |
| Total | \$9,650 |

During the 2018-19 budget process, City Council indicated their desire to restore the process of designating funds for various community groups and organizations throughout the City. Several of these organizations were eligible to receive funds directly through the administrative contract process because they did not exceed the \$10,000 threshold set by City Council and they had not received any other funding in fiscal year 2018-19. These remaining organizations require Council authorization because they have received other funding from the City.

The distribution of the funds within the agreements are as follows:

| <u>Agency</u> | <u>Pass-through to (if applicable):</u> | <u>Amount:</u> |
|------------------------------|---|----------------|
| Ibero-American Action League | Ibero-American Action League- | \$4,000 |
| | Housing support for security deposits | |
| | for those displaced by hurricane | |
| | Father Tracy Health & Wellness | 1,850 |
| | Center | |
| | Hope Community Neighborhood | 400 |
| | Group | |
| | The Rochester Latino Theatre | 500 |
| | Company | |
| Total | | \$6,750 |

North East Area Development,
Inc.

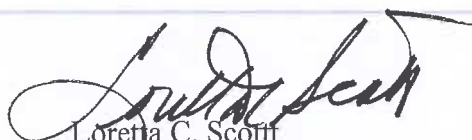
| | |
|-------------------------------------|---------|
| Hudson/Ridge Residents Council | 400 |
| Keeler Park Tenants Association | 400 |
| GP4H Neighborhood Group | 200 |
| Unity NE Block Association | 500 |
| Alphonse/Bernard Street Block Club | 200 |
| Day of Life Foundation FDLW | 500 |
| Seth Green Tower Tenant Association | 200 |
| Total | \$2,400 |


PathStone Corporation

| | |
|---|-------|
| Marketview Heights Collective Action Project | \$500 |
|---|-------|

All agreements will be funded with the 2018-19 Budget for Undistributed.

Respectfully submitted,


Loretta C. Scott
President


Adam C. McFadden
Vice President

INTRODUCTORY NO.

31.6

Authorizing agreements for Councilmember designations to support various community programs and neighborhood groups

BE IT ORDAINED, by the Council of the City of Rochester as follows:

Section 1. The Mayor is hereby authorized to enter into agreements with the following organizations for Councilmember designations to support various community programs and neighborhood groups in the maximum amount listed below:

| Agency | Amount |
|------------------------------------|---------------|
| Ibero-American Action League, Inc. | \$6,750 |
| North East Area Development, Inc. | 2,400 |
| PathStone Corporation | <u>500</u> |
| Total | \$9,650 |

Section 2. The term of the agreements shall be one year.

Section 3. The agreements shall contain such additional terms and conditions as the Mayor deems to be appropriate.

Section 4. This ordinance shall take effect immediately.



City of Rochester

City Hall Room 308A, 30 Church Street
Rochester, New York 14614-1290
www.cityofrochester.gov

32
Lovely A. Warren
Mayor

FINANCE INTRODUCTORY NO.

317

August 8, 2018

TO THE COUNCIL

Ladies and Gentlemen:

Re: Amended Lease and New Sublease:
200 East Main Street

Transmitted herewith for your approval is legislation that:

1. Amends a lease agreement to add approximately 3,824 square feet of office space to the City's leased space at 200 East Main Street; and
2. Authorizes a new agreement to sublease that space to the New York State, Commissioner of Motor Vehicles d/b/a Monroe County Clerk – DMV Office ("County DMV"); and
3. Authorizes receipt and use of a grant from the Dormitory Authority of the State of New York (DASNY) in the amount of \$425,000 for improvements, furnishings, and equipment related to the project; and
4. Amends the 2018-19 Budget of the Department of Finance in the amount of \$28,998 to fund the ten months of lease payments to be made in the current fiscal year, which amount will be off-set by revenue received from County DMV.

In accordance with Ordinance No. 2017-263, the City has been leasing approximately 15,000 square feet of space in the basement of the former McCrory's Building at 200 East Main Street from Geddes Rochester, LLC (Chris Hill and Lewis Nory) ("Geddes") for the use of the City's Traffic Violations Agency and Parking and Municipal Code Violations Bureau. Geddes and the City have identified approximately 3,824 square feet of leasable space on the ground floor of the building that would be suitable for use by County DMV ("New Lease Space").

The legislation provides that Geddes will complete a set of improvements that are necessary to prepare the New Lease Space for the intended use, that the City will reimburse Geddes for up to \$325,125 of the expenses for those improvements, that the City and Geddes will amend the existing lease to provide for the improvements and for the additional rent payments for the New Lease Space, and that the City will sublease the New Lease Space to the County DMV.

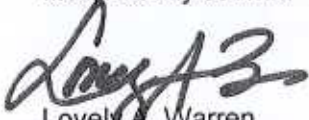
The City's share of the costs for the New Lease Space improvements and for any other fixtures, furniture and equipment necessary for subleasing the New Lease Space will be funded by the anticipated reimbursements from a Dormitory Authority of the State of New York capital grant in the amount of \$425,000.

The City's New Lease Space rent payments to Geddes will be matched and off-set by the County DMV's sublease payments to the City. The first-year payments will total \$34,798, consisting of \$26,768 in base rent and \$8,030 for real property taxes and operating charges. For each year thereafter, the base rent component will increase by 2.5%, and the taxes and operational charges component will increase based on that year's change in one of the Consumer Price Index categories that is agreed upon by the parties.

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CITY OF ROCHESTER
2018 AUG - 9 AM 10:30

The amendatory lease and sublease agreements shall be subject to the term of the City's existing lease agreement with Geddes (20 years with two 5-year renewal options), provided, however, that the County DMV, shall have the option, upon at least 120 days prior notice, to terminate the sublease amendment as of September 1, 2023, September 1, 2028 or September 1, 2033, whereupon the City can terminate its lease obligations with regard to the New Lease Space.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Lovely A. Warren', written in a cursive style.

Lovely A. Warren
Mayor

INTRODUCTORY NO.

317

Ordinance No.

Authorizing an amendatory lease agreement and a new sublease for additional office space at 200 East Main Street

BE IT ORDAINED, by the Council of the City of Rochester as follows:

Section 1. The Mayor is hereby authorized to enter into an amendatory lease agreement with Geddes Rochester LLC for the lease of space in the building located 200 E. Main Street, which shall amend the lease of approximately 15,000 square feet of office space that was authorized by Ordinance No. 2017-263 to add to the lease approximately 3,824 square feet of rentable area (the "Supplemental Space"), after Geddes completes certain agreed upon improvements to the space.

Section 2. The amendatory lease agreement shall obligate the City to reimburse Geddes for up to \$325,125 of the costs for the Supplemental Space improvements and, in the first year following completion of the improvements, to pay \$26,768 as base rent and \$8,030 for real property taxes and operating charges for the Supplemental Space. Consistent with the existing agreement, each year thereafter the base rent shall increase by 2.5% and the taxes and operating charges component shall increase based on that year's change to one of the Consumer Price Index categories agreed upon by the parties. The amendatory agreement shall be subject to the term of the existing agreement (20 years with two 5-year renewal options), provided, however, that the City, shall have the option, upon at least 90 days prior notice, to terminate the lease amendment, and revert back to the initial lease for the original leased premises, as of September 1, 2023, September 1, 2028 or September 1, 2033. The City's share of the Supplemental Space improvements shall be funded by a Dormitory Authority of the State of New York capital grant as authorized herein. The City's base rent, real property tax and operating charges for the Supplemental Space shall be funded from the 2018-19 Budget of the Department of Finance in the amount of \$28,998 for the first ten months, and from the future years' Budgets of Department of Finance for the remainder of the lease term, contingent upon the approval of said future budgets.

Section 3. The Mayor is hereby authorized to enter into a sublease agreement with New York State, Commissioner of Motor Vehicles d/b/a Monroe County Clerk – DMV Office ("County DMV") for the sublease of the Supplemental Space that is authorized to be leased by the City in Section 1 herein. The agreement shall obligate County DMV, in the first year following completion of the Supplemental Space improvements, to pay \$26,768 as base rent and \$8,030 for real property taxes and operating charges for the Supplemental Space. Each year thereafter the base rent shall increase by 2.5% and the taxes and operating charges component shall increase based on that year's change to one of the Consumer Price Index categories agreed upon by the parties. The amendatory agreement shall be subject to the term of the City's existing lease agreement with the building owner (20 years with two 5-year renewal options), provided, however, that the County DMV, shall have the option, upon at least

120 days prior notice, to terminate the sublease amendment as of September 1, 2023, September 1, 2028 or September 1, 2033.

Section 4. The receipt and use of a capital grant in the amount of up to \$425,000 from the Dormitory Authority of the State of New York is hereby authorized and appropriated to fund the City's share of the costs for the Supplemental Space improvements and for any other fixtures, furniture or equipment necessary to prepare the Supplemental Space for the sublease authorized herein.

Section 5. Ordinance No. 2018-157, the 2018-19 Budget of the City of Rochester, as amended, is hereby further amended by increasing the revenue estimates and appropriations to the Budget of the Department of Finance by the sum of \$28,998, which amount is hereby appropriated from Monroe DMV's payments for the first ten months of the sublease authorized herein.

Section 6. The amendatory lease and sublease agreements authorized hereing shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 7. This ordinance shall take effect immediately.



Rochester Urban Renewal Agency

City Hall Room
223B
30 Church Street
Rochester, New
York

**NEIGHBORHOOD &
BUSINESS DEVELOPMENT
INTRODUCTORY NO.**

URA-5

34
Bayé M.
Muhammad
Secretary

RECEIVED
CITY OF ROCHESTER
CLERK/COUNCIL OFFICE
2018 AUG -9 PM 2:23

TO THE RURA:

August 9, 2018

Ladies and Gentlemen:

Re: Contractual services:
Brooks Landing Urban Renewal District

Transmitted herewith for your approval is legislation appropriating \$10,000 in Rochester Urban Renewal Agency funds for contractual services related to public improvements within the Brooks Landing Urban Renewal District.

The Brooks Landing Urban Renewal District includes a public waterfront promenade/gathering space at City owned parkland at 1470 South Plymouth Avenue and adjacent to recent mixed-use development completed at 1500 South Plymouth Avenue (see attached location map). The public gathering space is an important community asset with ongoing programming including a summertime live music series and activities associated with the City's annual Genesee River Romance celebration event.

Vegetation overgrowth currently obstructs views of the Genesee River which were originally envisioned for the public gathering area. The subject area of over overgrowth is indicated on the attached location map. The overgrowth will be removed by a tree removal service on contract with the City, using the funding identified above.

The City has an existing term contract with J.M. Tree Service, Inc., 3567 Sweden Walker Road, Brockport, NY 14420, Owner: Joshua Miesch. A cost estimate to complete the removal of the overgrowth was provided by J.M. Tree Service, Inc. and is attached. The funds identified above will be used to pay for the services required to clear the overgrowth as referenced above.

Respectfully submitted,

Bayé M. Muhammad
Secretary



Joshua Miesch NY-5654AM
Nikki Miesch NY-5762A



Joshua Miesch

J.M. TREE SERVICE, INC.
3567 SWEDEN WALKER RD.
BROCKPORT, NY 14420

www.jmtree.com



"The Family Owned Company That Cares About You!"

Office: 585-766-5674 Owner Joshua: 585-509-4939 Fax: 585-637-5909

PROPOSAL

Brooks Landing Project-City of Rochester, F

Monday, July 30, 2018

Proposed By: Joshua Miesch

Worksite: 1470 S Plymouth Ave
Rochester, NY 14611

City of Rochester, Forestry Dept.
Brian Liberti
290-B Colfax St.
Rochester, NY 14606

Mobile: 585-428-6971
libertib@cityofrochester.gov

| Item | Description | Qty | Cost |
|-------|-------------|-----|-------------|
| Trees | PCJ* | 0 | \$10,000.00 |

At J.M. Tree Service we personally own 2 cranes, that are often the best solution for both large trees, as well as trees in difficult to reach locations. With our ability to select whichever crane will be the most beneficial for the client, we are a great option for any tree removal project where a crane is of benefit to the client. Our cranes have 30 and 60 ton capacity with an overall boom length of 105 and 141 feet respectively. We can reach trees from up to 135 feet away from the crane location, setting rigging and making precise cuts to remove the tree from the top sections working our way down. Once a section is cut we can rotate it around whilst suspended by the crane and lower it safely under our complete control to an open area where it can be processed.

Upon a thorough inspection and evaluation, from the ground only, the following recommendations are made by an I.S.A. Certified Arborist:

1.) Remove all the trees and underbrush indicated on the map provided by forestry, anything 2" in diameter or larger will be removed and flush cut as low as possible: \$10,000.00.

Please note: J.M. Tree Service will need to cone off the sidewalk area for the day or days of service which will impede pedestrian flow but will keep them safe.

Unless otherwise stipulated in the above contract:

Tree debris generated by J.M. Tree Service will be removed from the site.

*Stump grinding debris of chips/dirt will not be removed from the site.

34

**J.M. TREE SERVICE, INC.
3567 SWEDEN WALKER RD.
BROCKPORT, NY 14420**

Customer: Brian Liberti

1470 S Plymouth Ave

Subtotal: \$10,000.00
Tax: \$0.00
Total: \$10,000.00

Signature _____

Date _____

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. J.M. Tree Service is authorized to do the work as specified.

All work over \$500 will require a deposit of 25% of the proposed total to schedule the work. Please make check payable to Joshua Miesch, 3567 Sweden Walker Rd. Brockport, NY 14420

All work is to be completed in a workmanlike manner according to standard practices. Any alteration from the above specifications involving extra costs, will be discussed, and will become an extra charge, over and above the estimate. All agreements are contingent upon weather, scheduling, and delays beyond our control. We are not responsible for lawn/shrub/driveway damages incurred during tree care operations. Any questions or concerns pertaining to this can be clarified in writing/email between J.M. Tree Service and the client.

Cancellation will result in 25% penalty of total contract amount.

All returned checks will result in an additional **\$25.00** Fee.

We are fully insured for your protection.

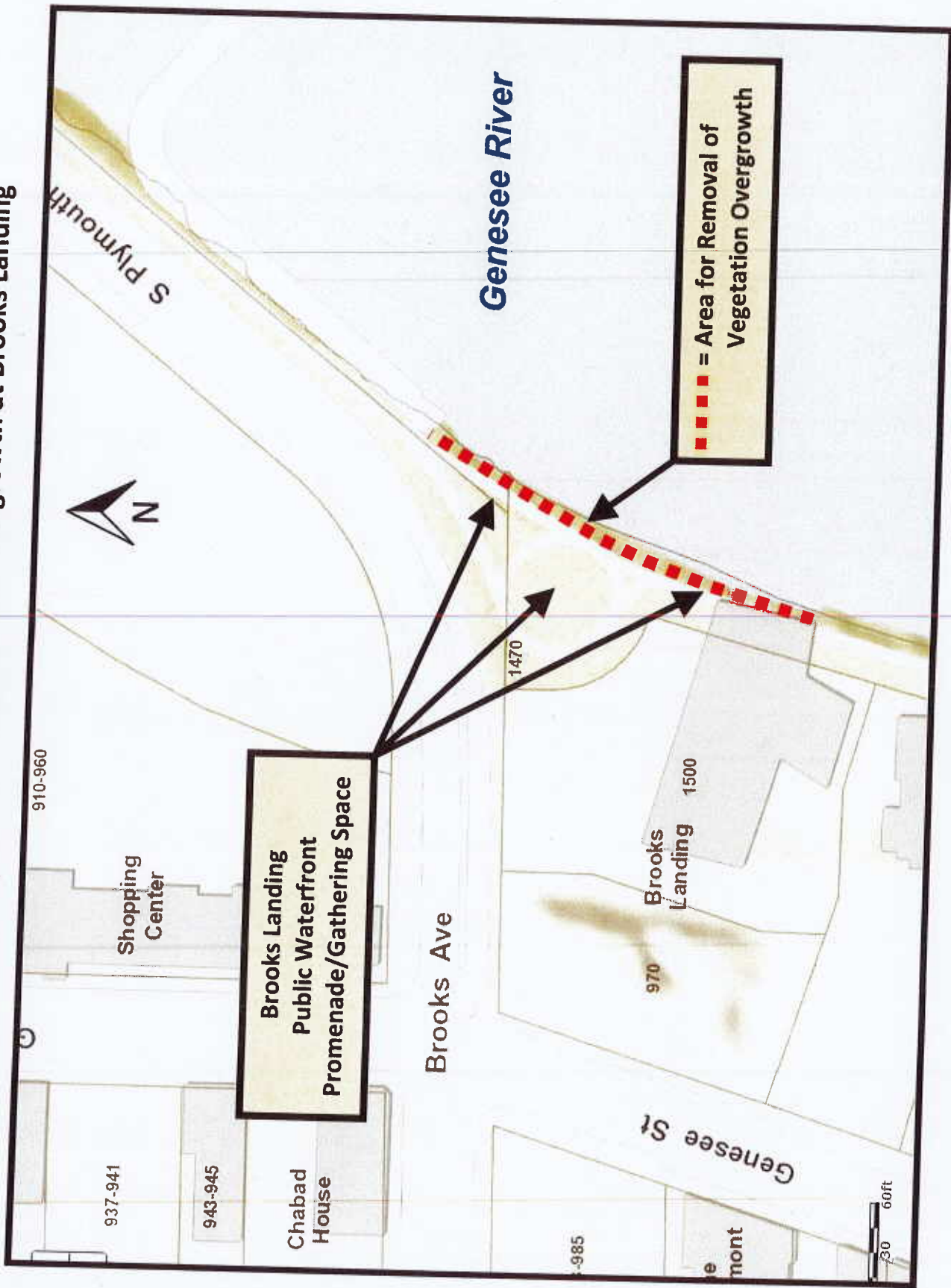
Any recommendations made by J.M. Tree Service are the best reasonable determinations made by an inspection from the ground only. J.M. Tree Service accepts no responsibility for tree related failures beyond our control/ability to predict. This proposal does not constitute an in depth tree risk assessment, unless specifically indicated, which will incur a charge.

NOTE: This proposal is valid for 30 days and may be withdrawn by us if not accepted within 30 days.

COUPONS: Must be mentioned at initial estimate and are not applicable with **package pricing options.**

For stump grinding: Debris of chips/dirt will not be removed from the site, unless the client specifically requests this and agrees to the additional charge associated with this. J.M. Tree Service is not liable for any privately owned underground utilities damaged during stump grinding/tree care operations.

Location Map for Removal of Vegetation Overgrowth at Brooks Landing



INTRODUCTORY NO.

URA-#5

34

Resolution No. URA-#5

Resolution appropriating funds for clearing vegetation overgrowth adjoining the Brooks Landing public promenade and gathering space

BE IT RESOLVED, by the Rochester Urban Renewal Agency as follows:

Section 1. The Agency hereby appropriates \$10,000 of Agency funds to the City of Rochester for the clearing of overgrown trees and other vegetation from an area adjoining the public promenade and gathering space at 1470 and 1500 South Plymouth Avenue in the Brooks Landing Urban Renewal Area.

Section 2. This resolution shall take effect immediately.