

**Additional Proposed Legislation for the  
October 22, 2024 City Council Meeting -  
Filed through October 9, 2024**

**\* \* Please Note \* \***

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

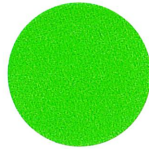


419

October 4, 2024

LAW 31

TO THE COUNCIL



RECEIVED  
CITY OF ROCHESTER  
CLERK/COUNCIL OFFICE  
2024 OCT -7 A 1043

Ladies and Gentlemen:

Re: License Agreement with VenuWorks, Inc. as Operator for the Blue Cross Arena at the War Memorial

Council Priority: Creating and Sustaining a Culture of Vibrancy

Comprehensive Plan 2034 Initiative Area: Fostering Prosperity & Opportunity

Transmitted herewith for your approval is legislation authorizing an agreement with VenuWorks, Inc. (Steve Peters, CEO, Ames, Iowa), a related entity, or an entity to be formed by VenuWorks, Inc. for management and operation of the Blue Cross Arena at the War Memorial. The initial term of the agreement will be five years with the option for 2 five year renewals. VenuWorks will be responsible for all aspects of operations, including but not limited to concessions, ticketing, booking events, security, administering tenant agreements, and facility maintenance. This new agreement is proposed as a result of the City receiving notification from the current operator, Rochester Arena, LLC (RA), of their desire to opt out of their license agreement effective April 30, 2025. The original expiration of the agreement with RA, authorized by ordinance 2018-408, would have been June 30, 2033.

An RFP was released on April 2, 2024 seeking a new operator for the Arena. Four proposals were received which were reviewed by an inter-departmental committee consisting of representatives from the Department of Environmental Services, the Law Department and the Office of Management Budget. Formal presentations were made by all 4 respondents in addition to interviews conducted by the committee. The proposals were ranked on the basis of: quality of proposal; prior experience with operating an arena similar to the size of the BCA; proposed compensation; operational plan; and other variables. Further details of this process can be found on the attached RFP Summary.

VenuWorks was selected as the new operator of the Arena based on the following:

- Experience with similar mid-sized arenas and markets;
- Emphasis on opportunities to increase use of the Arena through diverse, new entertainment offerings including concerts and stage attractions;
- Willingness to include City participation in budget development, operational control and right to audit financial records;
- Incentive based financial proposal with no base management fee; and
- Employee-owned and community-focused organization.

Of the four respondents, VenuWorks was the only respondent that did not propose an annual base management fee. This incentivizes VenuWorks to maximize the financial performance of the Arena to their benefit as well as the City's. The principal terms of the agreement are:

- Five year term, with options for two additional five year extensions;
- VenuWorks will receive 8% of gross food, beverage and catering revenue;

- VenuWorks will receive an attendance incentive consisting of 50 cents per attendee for all events, excluding hockey and lacrosse games; and
- VenuWorks will invest of up to \$1,250,000 for capital improvements to be forgiven by the City in equal installments over ten years.

The 2024-25 Approved Budget for the War Memorial Fund includes a \$934,400 property tax subsidy based on terms currently in place with RA. Approval of this agreement and the timing of the transition to VenuWorks is expected to have little impact on the 2024-25 Budget; however, the full impact will be known when the proposed 2025-26 Budget is released in May 2025. Certain revenues will continue to accrue to the City to offset capital expenditures and annual debt service requirements. This includes the annual fixed contribution of \$905,000 from Hotel/Motel Tax as well as \$195,000 from corporate naming rights through 2028. VenuWorks will assess and collect user fees in accordance with Ordinance 2018-408 which established a user fee of \$2.75 for all tickets with a face value of \$6.00 or more. The City shall retain \$2.25 and VenuWorks shall retain \$0.50 of the revenue generated for each ticket user fee as part of their compensation arrangement.

The City will retain responsibility for the structure and replacement of building systems, while RA will be responsible for routine maintenance and repairs. As mentioned earlier, VenuWorks has committed to a capital investment, primarily in food service support areas, of \$1,250,000 at no cost to the City if the agreement term extends for 10 years, with a pro-rata reimbursement due to VenuWorks if the agreement runs for a shorter term, based upon the number of years short of 10 years that the contract is terminated.

The proposed license agreement may also contain other terms and conditions as the Mayor deems appropriate.

Respectfully Submitted,



Malik D. Evans  
Mayor

**Vendor / Consultant Selection Process Summary**

**Department:** Law

**Project / Service Title:** Blue Cross Arena Operations and Management

**Consultant Selected:** FIRM

**Method of selection:**  X  Request for Proposal [*Complete 1-7*]  
    Request for Qualifications [*Complete 1-7*]  
    From the NY State Department of Transportation list of pre-approved regional engineering firms [*Complete 4-7*]

**1. Date RFP / RFQ issued** (and posted on City web site): April 1, 2024

**2. The RFP / RFQ was also sent directly to:** N/A

**3. Proposals were received from**

<u>FIRM</u>	<u>City/ST</u>
Rochester Arena, LLC	Rochester, 14614
VenuWorks, LLC	Ames, Iowa
Sports Facilities Companies	Clearwater, Florida
Oak View Group	Denver, Colorado

**4. Evaluation criteria**

<u>Criteria</u>	<u>Weight</u>	<u>Points received by FIRM</u>
<i>Information about Firm</i>	1	3.66
<i>Quality of Proposal</i>	2	4
<i>Prior Experience</i>	2	4.66
<i>Proposed Compensation</i>	1	4.33
<i>Operational Plan</i>	2,5	4.66
<i>Transition Plan</i>	2	3.66
<i>Financial Plan</i>	2	4.66
<i>Marketing/Advertising Plan</i>	2	4.66
<i>Food and Beverage</i>	1	4.66
<i>Maintenance and Repair</i>	2	5
<i>Performance Measurement</i>	1	4.33
<i>Draft Contract</i>	1	3.66
<i>References</i>	0.5	5

SUBTOTAL      TT

TOTAL POINTS RECEIVED by the Firm: TT + BP = 88.16

5. Review team included staff from: Dept/Bureau (#) Dept/Bureau (#) Dept/Bureau (#)  
Law OMB DES

6. Additional considerations/explanations N/A

7. MWBE Officer has reviewed the recommended firm's proposal for MWBE and Workforce goals. MWBE Officer Initials: *MS* Date: *10/4/2024*

Form date 1/4/19

**Authorizing an agreement for the management and operation of the Blue Cross Arena at the War Memorial**

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

Section 1. The Mayor is hereby authorized to enter into an agreement with VenuWorks, Inc., a related entity, or an entity to be formed by VenuWorks, Inc. (the Manager) for the management and operation of the Blue Cross Arena at the War Memorial (the Arena) in accordance with the terms set forth in this ordinance and for a term of five years with the option to extend for up to two additional periods of five years each.

Section 2. The Manager shall be responsible for all aspects of Arena operations, including but not limited to concessions, ticketing, booking events, security, administering tenant agreements, and facility maintenance. The Manager shall also make up to \$1,250,000 in capital improvements to the Arena (the Capital Improvements), contingent upon the contract with Manager continuing for 10 years. In the event that the contract expires or is terminated prior to ten years, the City shall be responsible to reimburse Manager a pro-rata share of the Capital Improvements investment amount, based upon the number of years short of 10 years that the contract terminated.

Section 3. As compensation, the Manager shall be entitled to:

- a. 8% of the Arena's gross food, beverage and catering revenues;
- b. \$0.50 as an attendance incentive for each ticketed patron attending an Arena event, other than a hockey and lacrosse game; and
- c. \$0.50 for each ticket that is assessed the \$2.75 user fee authorized by Ordinance No. 2018-408 for tickets exceeding \$6 in face value.

Section 4. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 5. This ordinance shall take effect immediately.



**Neighborhoods, Jobs & Housing  
Introductory No.**

420

October 7, 2024 NBD 28

TO THE COUNCIL

Ladies and Gentlemen:

Re: 2024-25 Annual Action Plan, Consolidated  
Community Development Plan, Street Liaison  
Services

Council Priority: Creating and Sustaining a Culture of  
Vibrancy

Comprehensive Plan 2034 Initiative Area:  
Reinforcing Strong Neighborhoods

Transmitted herewith for your approval is legislation related to the Quadrant Planning Support Program. This legislation will:

- 1) Appropriate \$60,300 from the Street Liaison allocation of the 2024-25 Annual Action plan for the City's use to operate the program.
- 2) Establish the following as maximum compensation for agreements with the following entities to provide business development street liaison services for each of the city's quadrants. This program will be funded from the appropriation listed in number 1 above.

Northeast Quadrant

- Action for a Better Community, Incorporated, \$13,400 (CEO: Jerome Underwood)  
Serving:
  - Portland Avenue
  - Joseph Avenue
  - Hudson Avenue
  - Public Market
- Isla Housing and Development Corporation, \$3,350 (Executive Director: Sonia Nuñez)  
Serving:
  - North Clinton Avenue

Northwest Quadrant

- Cameron Community Ministries, Inc. \$13,400 (Executive Director: Olivia Kassoum-Amadou)  
Serving:
  - Lyell Avenue
  - Dewey Avenue
  - West Ridge Road
  - Lake Avenue



#### Southeast Quadrant

- Highland Planning LLC, \$13,400 (Principal: Tanya M. Zwahlen)  
Serving:
  - South Avenue
  - South Clinton Avenue
  - Monroe Avenue
  - East Main Street

#### Southwest Quadrant

- 19th Ward Community Association of Rochester, New York, Inc., \$16,750 (President: Josie T. McClary)  
Serving:
  - West Main Street
  - Arnett Boulevard/Thurston Road/Brooks Avenue
  - Genesee Street/Jefferson Avenue/Plymouth Avenue
  - Mt. Hope Avenue
  - Chili Avenue

The mission of the Street Liaison role is to function as a liaison between the City of Rochester Business Development Team, the Neighborhood Service Center Administrators and neighborhood businesses; provide detailed reports of business activities and concerns faced by businesses to City of Rochester staff; and work collaboratively with business associations and City of Rochester teams to attract and populate business corridors with products and services that meet the consumer needs of the local community.

Three of the above agencies were selected through a Request For Qualifications (RFQ) that was completed in March 2023. A new RFQ will be issued in January 2025. The contracts have been delayed this year, so they have been prorated.

Action for a Better Community and Highland Planning have been contracted to serve the City in this capacity as far back as 2014. The 19th Ward Community Association began contracting in 2017, and Isla Housing and Development Corporation began in 2019.

In the Northwest Quadrant, Cameron Community Ministries, Inc. will facilitate the 2024-2025 contract as the previously awarded organization (Highland Planning) has opted out of pursuing the Northwest Street Liaison contract at this time. Cameron Ministries scored the second highest total.

A No RFQ Justification is included in Attachment A. The Annual Report for 2023-24 is included as Attachment B.

The agreements will be in effect from November 1, 2024 through June 30, 2025.

Respectfully submitted,

Malik D. Evans  
Mayor





## NO RFQ JUSTIFICATION STATEMENT

### Awarding a Professional Services Agreement Without a Request for Qualifications

The Procurement of Professional Services Policy (Ord. No. 2012-318) requires an RFQ to be issued under most circumstances. If it is determined that an RFQ will not be issued, this form must be completed, signed by the Department Head, and kept on file (electronically or hard copy). It must also be submitted:

1. To City Council as an attachment to the transmittal letter for any PSA that exceeds \$20,000, and
2. To the contract record when entered in Munis.

**Department: Neighborhood and Business Development**

**Services(s): Street Liaisons**

**Project:**

**Vendor/Consultant selected:**

Action for a Better Community, Inc. for Northeast  
Isla Development Corporation for the Northeast  
Highland Planning LLC, for Southeast and Northwest  
19th Ward Community Association of Rochester, NY Inc. for Southwest  
Cameron Community Ministries, Inc.

**How was the vendor selected?**

RFQ in March 2023

**Why was no RFQ issued for this service?**

(Your rationale should include the following information when applicable)

- Is there **previous experience** with the vendor? Describe why it is in the City's best interest to continue with them and not solicit others.

Four of the above agencies were selected through an RFQ that was completed in March 2023.

Action for a Better Community, Inc. and Highland Planning LLC have been contracted to serve the City in this capacity as far back as 2014. The 19th Ward Community Association began contracting in 2017, and Isla Housing and Development Corporation began in 2019.

In the Northwest Quadrant Cameron Community Ministries, Inc. will facilitate the 2024-2025 contract as the previously awarded organization (Highland Planning) has opted out of pursuing the Northwest Street Liaison contract at this time.

- Are there unique or emergency circumstances? Describe how an RFQ process would jeopardize the success of the project.

It would cause a long term delay at this point if we were to issue a new RFQ right now. However, a new RFQ will be issued in January 2025.

- Is the service specialized and unique? Is the number of qualified providers limited? Describe the Department's experience with and knowledge of the market and why an RFQ would not produce additional qualified consultants.

Street Liaison work is a special skill that requires knowledge of businesses and commercial corridors. It takes more than one calendar year to establish a relationship for sustainability. The city has few agencies that engage in this type of work.

- Does the project include **multi-year State or Federal funding**? Explain why it is in the best interest of the project and the City to continue with the same consultant (e.g. where the design consultant on a project is retained for resident project representation services).

This program is funded through the HUD allocation in the Annual Action Plan. Street Liaisons have established a presence and relationship with local businesses. Issuing a new RFQ at this point would require a minimum of 3-4 months before a new contract could be executed.

### Compensation

Amount: \$60,300 (5 agencies)

How was this determined? Explain how it is a reasonable and best value for the City.

The City has paid the agencies \$5,000 per corridor for the past 10 years. The contracts have been prorated this year since they will not begin until November 1<sup>st</sup>. \$3,350 per corridor is the minimum. Agencies are contracted for a minimum of one year and up to 5 corridors

**The MWBE Officer has reviewed the proposed Agreement for MWBE and Workforce goals.**

MWBE Officer Initials: MB

Date: 10/4/2024

*Dana Miller*

Signature: Department Head

Form date: 10/1/2024



# **STREET LIAISON REPORT**

## **JULY 2023-JUNE 2024**

Malik D. Evans, Mayor  
CITY OF ROCHESTER, NY



## Street Liaison Report

July 2023 to June 2024

### Overview

*The Street Liaison program delivers essential services to the business community within targeted commercial corridors found in their respective quadrants by providing access to information to support business growth, attracting new businesses and supporting economic development in neighborhood business corridors.*

*Contracts awarded to Action for a Better Community, Highland Planning, Isla Development and 19<sup>TH</sup> Ward Community Association to deliver Street Liaison Services in each of the four quadrants of the City for a total amount of \$90,000.*

*In 2023-2024 fiscal year, one (1) contract for \$25,000, three (3) for \$20,000 and one (1) for \$5,000.*

### Commercial Corridors 2023-2024

#### Northeast

Hudson Avenue / Joseph Avenue / Portland Avenue / N. Clinton Avenue / Public Market

#### Northwest

Lyell Avenue / Dewey Avenue / Lake Avenue / West Ridge Road

#### Southeast

South Avenue / South Clinton / North Goodman / Monroe Avenue

#### Southwest

Chili Avenue / Genesee Street-Jefferson Avenue-South Plymouth / Arnett Boulevard-Brooks Avenue  
Thurston Road / West Main Street / Mt. Hope Avenue

# Northeast

Corridors: Hudson Avenue/Joseph Avenue/Portland Avenue/N. Clinton Avenue/Public Market

<b>New Business Open</b>	<b>Corridor Name</b>
GNN Food& Deli	Joseph Ave
Caribbean Market	Joseph Ave
Norton Laundromat	Joseph Ave
8 Bay Market	Portland Ave
Dominica Hair Salon	Portland Ave
Dream Market	Portland Ave
Smart & Savvy	Portland Ave
Lucky 2 Store	Portland Ave
El Patre Restaurant	Portland Ave
Discount Market	Hudson Ave
Second to one B	Hudson Ave
Clipper Barber Shop	Hudson Ave
Love Smoke Shop	Hudson Ave
Foreverup Smoke	Hudson Ave
Bank of America	Hudson Ave
Al Yafari Auto Service	Hudson Ave
Public Provisions	Market District
El Tralor del Sabor	N. Clinton
Robinson's Groceries	N. Clinton
El Sabor de la Islas - R&R II	N. Clinton

**Total New Businesses: 20**

## **BUSINESS ASSISTED WITH GRANT AND OR TECH SUPPORT**

1. Katie's Hair Boutique & Beauty Supply
2. Flower City Produce
3. Joseph Express
4. Memorable Silhouettes & Collectables
5. Hello Hudson Mini Mart
6. Public Meat & Market
7. Piplos' café
8. Dyboswisky Polish Market
9. Smily's Convenience
10. Stop & Shop Market.
11. Halal Market & Meat (Healthy Grocer)

**Technical Support = Existing Business Assisted: 11**

## EVENTS AND ACTIVITIES TO PROMOTE BUSINESS IN THE COMMUNITY

- Community festivals
- Clean Sweep
- Food Truck Rodeo event
- Cut the Violence event.
- National Night Out
- Individual Special summer sales.

**Business Associations Meetings: 32**

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## Northwest

Corridors: Lyell Avenue/Dewey Avenue/Lake Avenue/West Ridge Rd.

### NEW BUSINESSES

#### Business

Dewey One Stop Market,  
Inkaholicz Family Tattoo,  
Maplewood Express Grocery & Deli,  
On the Rocks Liquor,  
Southern Meats and Deli,  
Sunoco/7-11,  
Tax Insights,  
Intoxalock Ignition Interlock: Youst Turning Point,  
MIRUE,  
Alter Ego Boutique,  
Best Food Market,  
Buy Right Motors,  
Gas Station/Store coming soon,  
Gino's Used Cars,  
Lyell Ave Smoke Shop  
Northeast Worms,  
Rancho Palmo,  
Skinn Deep Skintique,  
The Tire Spot of New York INC,  
Advent Realty Group,  
Asbestos Work Local 12A,  
Brooke's Auto World, LLC,  
Crash Champions,  
Touch Hall of Fame,  
West Ridge Connections,

#### Address

Dewey Ave  
Dewey Ave  
Dewey Ave  
Dewey Ave  
Dewey Ave  
Dewey Ave  
Dewey Ave  
Lake Ave  
Lake Ave  
Lyell Ave  
Lyell Ave  
Lyell Ave  
Lyell Ave  
Lyell Ave  
Lyell Ave  
Lyell Ave  
Lyell Ave  
Lyell Ave  
Lyell Ave  
Lyell Ave  
W Ridge Rd  
W Ridge Rd  
W Ridge Rd  
W Ridge Rd  
W Ridge Rd  
W Ridge Rd

**Total New Businesses: 25**

# Southeast

Corridors: South Avenue/South Clinton/North Goodman/Monroe

## NEW BUSINESSES

<u>Business</u>	<u>Address</u>
Upstate Cloud,	S. Clinton
Virtuoso Wax and Beauty Bar,	S. Clinton
Fiyah Side Jamaican Cuisine,	N. Goodman
Lil Smoke Shop,	Monroe Ave
Marilla's Mindful Supplies,	South Ave
Exotic Roots Hydroponics,	South Ave
Martine,	South Ave
Hydra Coffeehouse,	Monroe Ave
Aguilera's Authentic Mexican Food,	Monroe Ave
Have Hope Tattoo Parlor,	Monroe Ave
Styles By Nicole,	E Main Street
Eclipse Boutique,	Monroe Ave
Ghost Dogg,	Monroe Ave
Bar Bad Ending,	Monroe Ave
Vinalia Urbana,	Monroe Ave
Homegrown & Handmade Market,	Monroe Ave
Blue Taro,	Monroe Ave
Rock and Style Barber Shop,	Monroe Ave
Archivist Books,	Monroe Ave
County Line Lock & Security,	Monroe Ave

**Total New Businesses: 20**

**Business Association Meetings: 19**

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# Southwest

Chili Avenue / Genesee Street-Jefferson Avenue-South Plymouth / Arnett Boulevard-Brooks Avenue-Thurston Road / West Main Street / Mt. Hope Avenue

## NEW BUSINESSES

<u>Address</u>	<u>New Business Open</u>
0356 Arnett Blvd	Brothers & Sisters Unisex Salon
9 Canal St	Ste 102 Scorpio Rising Hair Salon
9 Canal St	Ste 103 Positive Path Therapy
9 Canal St	Ste 104 Skyn Beauty Soul Collection
0375 Chili Ave	Max & T's Good EatZ, Inc
0532 Chili Ave	Curaleaf Dispensary

0955 Chili Ave	new weed store, no name, replaced Buzzed
0213 Gardiner Av	Gimmie a Phone
0134 Genesee St	Southwest Merchandise
0271 Genesee St	Ausman Auto Service LLC
0753 Genesee St	Tropical Blendz Café & Juice Bar
0810 Genesee St	G&G Stakeout II
0945 Genesee St	Fayes Sexy on Demand Boutique
0515 Jefferson Ave	Cool Snack Snap Inc
0649 Jefferson Ave	Willie's Wash & Go
0144 Lincoln Ave	Nathan's Smoke Shop / Retail Smoke Shop
1337 Mt Hope Ave	Primo Hoagies
1347 Mt Hope Ave	Joy Mart
1471 Mt Hope Ave	Take 5 Oil Change (coming)
1551 Mt. Hope Ave	Clase Azul Cantina
1677 Mt Hope Ave	Sea Me Go, Inc
1687 Mt Hope Ave	Mr Shoes Pizza
1737 Mt Hope Ave	Taco Bell
1754 Mt Hope Ave	Chuy's Taqueria (was Papa Johns)
0691 S Plymouth	Golden Spike Properties, LLC
0719 S Plymouth	EZ Clean Laundry LLC
0777 S Plymouth	Mello Better Taste
0791 S Plymouth	Butcher Boy Meat Market
0801 S Plymouth	Aqua Living Factory Outlets / Golfcart.com
1013 S Plymouth	Salah Garden Market Inc
1155 S Plymouth	Roc City Taverns LLC, TurnTable
1172 S Plymouth	Killa's Kitchen LLC
0047 Thurston Rd	Jasmine Automotive Inc
0216 Thurston Rd	Burch Community Foundation & Sensucorp
0346 Thurston Rd	Ikey Ink added The Beauty Cartel
0378 Thurston Rd	She Layz
0398 Thurston Rd	Asante Sana Expressions
0504 Thurston Rd	Thurston One Stop Shop Inc
0661 Thurston Rd	Ecu Latino Multiservices
0670 Thurston Rd	Family Dollar
0493 West Ave	Western Farms Corp.
0390 W Main St	Morse Lumber Yard Office
0544 W Main St	Pizza Krunch
0546 W Main St	Loft 546 Event Space / salon
0570 W Main St	KK Express Mart, Inc
0626 W Main St	Better Stop Diner
0712 W Main St	712 W.Main Street LLC (funeral home)
0797 W Main St	Mojoes Kitchen Take Out Inc

**Total New Businesses: 48**



## BUSINESS ASSISTED WITH GRANT AND OR TECH SUPPORT

### Address

0336 Arnett Blvd  
0362 Arnett Blvd  
0575 Brooks Ave  
0585 Brooks Ave  
9 Canal St  
90 Canal St  
0401 Chili Ave  
0413 Chili Ave  
0413 Chili Ave  
0445 Chili Ave  
0497 Chili Ave  
0507 Chili Ave  
0509 Chili Ave  
0555 Chili Ave  
0930 Chili Ave  
0937 Chili Ave  
0945 Chili Ave  
0953 Chili Ave  
0975 Chili Ave  
1020 Chili Ave  
1028 Chili Ave  
0691 Exchange St  
036 King St  
0144 Lincoln Ave  
0118 Genesee St  
0134 Genesee St  
0154 Genesee St  
0172 Genesee St  
0211 Genesee St  
0223 Genesee St  
0227 Genesee St  
0235 Genesee St  
0271 Genesee St  
0301 Genesee St  
0337 Genesee St  
0411 Genesee St  
0440 Genesee St  
0462 Genesee St  
0500 Genesee St  
0596 Genesee St  
0726 Genesee St.  
0730 Genesee St  
0753 Genesee St  
0758 Genesee St  
0760 Genesee St  
0761 Genesee St  
0810 Genesee St  
0844 Genesee St

### Business Name

Arnett Café / Bright Enterprise  
Laundry on Arnett  
People's Choice Kitchen  
Fashion Flair  
101The Style Council  
Karma Sauce Co., LLC  
Dream Cutz of the Roc  
African & Caribbean Central Market  
Iffie's Market (merged Jan 2023)  
R Pizzeria (Monassar 441 Chili, Inc)  
Honey Child Productions  
Kareen's Jamaican Kuisine  
Laundry Room  
Smart Deli & Convenience  
N&J Auto Care  
Dorrens Dry Cleaning (Green Tie)  
Chili Family Diner, Inc.  
C.E.O. Kutz  
Zoc's Gourmet  
El Latino Restaurant, Inc  
Lanos Hair Design  
Nordon, Inc  
St Criterion Equity Llc  
Nathan's Smoke Shop / Retail Smoke  
West Main Jewelry, Inc.  
Southwest Merch  
D'Mangu, Ltd  
Damnyoupretty Beauty Bar  
Jamaican Soul  
Rosa's Take Out  
Pop Style International  
Flash Hair Designs  
Ausman Auto Service LLC  
3Kingz Hair Gallery  
Pomodoro Pizza  
Empire Clothing & Beauty Supply  
B+Healthy Fresh Food Market  
Sam's Mini Mart  
Boys & Girls Club of Rochester  
Regency Funeral Chapel  
Friends & Fros  
Brooks Village Laundromat, LLC  
Tropical Blendz Café & Juice Bar  
Official Cuts  
Destiny Mart 2023, LLC  
761 Accessories & Records  
G&G Stakeout II  
Hair Depot

0874 Genesee St  
0904 Genesee St  
0925 Genesee St  
0960 Genesee St  
0973 Genesee St  
1005 Genesee St  
1009 Genesee St  
1057 Genesee St  
202 Scottsville Rd  
205 Scottsville Rd  
0595 Jefferson Ave  
0611 Jefferson Ave  
0647 Jefferson Ave  
0649 Jefferson Ave  
0654 Jefferson Ave  
0658 Jefferson Ave  
1142 Mt. Hope Ave  
1256 Mt Hope Ave  
1337 Mt Hope Ave  
1347 Mt Hope Ave  
1400 Mt Hope Ave  
1511 Mt. Hope Ave  
1555 Mt Hope Ave  
1677 Mt Hope Ave  
1737 Mt Hope Ave  
0718 S Plymouth  
0743 S Plymouth  
0773 S Plymouth  
0777 S Plymouth  
0791 S Plymouth  
0801 S Plymouth  
0969 S Plymouth  
1172 S Plymouth  
0047 Thurston Road  
0334 Thurston Rd  
0366 Thurston Rd  
0372 Thurston Rd  
0390 Thurston Rd  
0398 Thurston Rd  
0415 Thurston Rd  
0425 Thurston Rd  
0464 Thurston Rd  
0511 Thurston Rd  
0529 Thurston Rd  
0567 Thurston Rd  
0569 Thurston Rd  
0579 Thurston Rd  
0612 Thurston Rd  
0493 West Ave  
0495 West Ave

GoGo Store Inc, DBA Racetrack  
Brooks Landing Diner  
Jim Dalberth Sporting Goods  
Wok & Red Tea  
Brooks Super Store, Inc  
D&L Groceries  
T & Dave's Barber Shop  
Millennium Mini Mart  
Unified Taekwon-Do  
Campi's / Ambeliotis-Pegios Inc  
Warren's property owner  
GeminEyez Restaurant  
New Creations Barber Shop  
Willie's Wash & Go  
Wireless Play  
Nelson's Barber Shop  
Distillery  
Elmwood Inn  
Primo Hoagies  
Joy Mart  
Mamasans  
Mt Hope Diner  
Yanna Cupcake  
Sea Me Go, Inc  
Taco Bell  
Anthony Realty Group  
Plymouth Express Grocery & Deli  
Halal Century, LLC  
Mello Better Taste  
Butcher Boy Meat Market  
Aqua Living Factory Outlets & Golfcarts  
RPM  
Killa's Kitchen LLC  
Jasmine Automotive Inc  
James Crowley Plumbing  
Boog's Chicken Trap  
Club Eclipse  
Ali Tailor Shop  
Asante Sana Expressions  
Paula Howard Essentials  
Thurston Sea Food LLC  
Smart 7 Corporation  
Visions Barber Shop  
The Thurston Bar & Grill  
Maureen's Magic Touch  
Classy Cut Barber Shop  
Angelos Grocery & Deli  
Family Dentistry  
Western Farms Corp.  
Pl's I Lounge

0320 W Main St	Nick Tahou Hots
0431 W Main St	1872 Cafe
0438 W Main St	Sew Green
0446 W Main St	Hair Embassy Salon
0448 W Main St	Nails R Us
0452 W Main St	Crown Collectives
0460 W Main St	Annie's Upholstery
0462 W Main St	Kut Kingz Sports Barber Shop
0466 W Main St	Kamafrique Hair Braiding
0480 W Main St	Bonga-lo African-Haitian
0480 W Main St	BTIER Group Tax & Business
0498 W Main St	Joy Gallery
0498 W Main St	Fran's Boutique
0504 W Main St	Mark's Home Care
0508 W Main St	Merkato Ethiopian Market
0524 W Main St	Main & King Grocery
0526 W Main St	Sun Fish Market
0534 W Main St	ALMYT Cuts
0544 W Main St	Pizza Krunch
0546 W Main St	Loft 546 Event Space 4 rent
0570 W Main St	KK Express Mart, Inc
0601 W Main St	Sophie's Beauty Bar / Plus
0603 W Main St	Top Shelf Hattery / Emma's
0605 W Main St	Sophie's Beauty Bar Plus
0626 W Main St	Better Stop Diner
0626 W Main St	Main St. Meats & Grocery
0626 W Main St	LA Liquor Store
0660 W Main St	Jones Development West
0926 W Main St	Universal Heating & Cooling
0934 W Main/22 York	Andy's Automotive

**Total Businesses Assisted: 48**

**Business Associations Meetings: 67**

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424

Ordinance No.

**Appropriating 2024-25 Annual Action Plan funds and authorizing agreements for Street Liaison services**

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

Section 1. The sum of \$60,300 is hereby appropriated from the Project No. 3 Street Liaison allocation of the 2024-25 Annual Action Plan (Plan) to implement a Street Liaison program.

Section 2. The Mayor is hereby authorized to enter into professional services agreements to obtain business development Street Liaison services for each of the City's four quadrants for the maximum compensation amounts as follows:

- a) Northeast Quadrant: with Action for a Better Community, Incorporated for \$13,400 and with Isla Housing and Development Corporation for \$3,350;
- b) Northwest Quadrant: with Cameron Community Ministries, Inc. for \$13,400;
- c) Southeast Quadrant: with Highland Planning LLC for \$13,400; and
- d) Southwest Quadrant: with 19<sup>th</sup> Ward Community Association of Rochester, New York, Inc. for \$16,750.

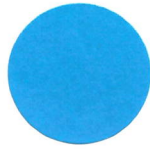
The agreements shall be funded from the funds appropriated in Section 1 herein, and the term for each agreement shall be from November 1, 2024 to June 30, 2025.

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

Section 4. This ordinance shall take effect immediately.



421



October 8, 2024

NBD 28

RECEIVED  
CITY OF ROCHESTER  
CITY COUNCIL OFFICE  
2024 OCT -8 PM 3:35

TO THE COUNCIL

Ladies and Gentlemen:

Re: Professional Services Agreement – Pallet Shelters at Peace Village

Council Priority: Creating and Sustaining a Culture of Vibrancy

Comprehensive Plan 2034 Initiative Area: Reinforcing Strong Neighborhoods

Transmitted herewith for your approval is legislation related to improvements at Peace Village, 97 Industrial Street, to better serve unhoused people by providing higher quality facilities (the "Project").

This legislation will:

- 1) Increase by \$70,000 to a new total of \$820,000 the appropriations to improve Peace Village at 97 Industrial Street to serve more unhoused people with better quality facilities (the Improvements), which were previously authorized by Ordinance No. 2023-53, and to fund that increase by appropriating \$70,000 from the remaining Fund Balance of the 2023-24 Budget of the City Council & Clerk, which Council committed for affordable housing and equity home ownership in Resolution No. 2024-24.
- 2) Amend the agreement with Pallet SBC (Amy King, Principal; Everett, Washington), previously authorized by Ordinance No. 2023-53 to create and install transitional housing units and supporting structures at Peace Village, by reducing the maximum compensation by \$40,528 to a new total of \$419,472.
- 3) Amend the Peace Village Improvements grant agreement, which was authorized by Ord. No. 2023-53 to fund site improvements necessary to accommodate the structures authorized in Section 2, by increasing the maximum compensation by \$110,528 to a new total of \$400,528, to be funded by the appropriations to Improvements set forth in Section 1.

The additional funding is required to fund the site improvements and construction at Peace Village, and permits City Roots Community Land Trust, Inc. (20 First Street, Rochester, 14605) to enter into a contract with Christa Construction, LLC (President: Mike Seaman, 64 Commercial Street, Rochester, 14614) and start construction. The scope of work required to prepare the location for the Pallet units includes bringing utilities to the site, installing concrete pads or foundations and asphalt, new lighting, and fencing. This scope of work ensures the site is adequately prepared and remain a viable sheltering option long-term, and that the Pallet units are ready to be occupied as soon as possible.



If funds are different, not available, or less than anticipated, agreement amounts and terms will be adjusted accordingly.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be 'ME', with a long horizontal stroke extending to the right.

Malik D. Evans  
Mayor

A handwritten signature in blue ink, reading 'Miguel A. Meléndez Jr.' in a cursive script.

Miguel A. Meléndez Jr.  
President

## NO RFQ JUSTIFICATION STATEMENT

### Awarding a Professional Services Agreement Without a Request for Qualifications

The Procurement of Professional Services Policy (Ord. No. 2023-93) requires an RFQ to be issued under most circumstances. If it is determined that an RFQ will not be issued, this form must be completed, signed by the Department Head, and kept on file (electronically or hard copy). It must also be submitted:

1. To City Council as an attachment to the transmittal letter for any PSA that exceeds \$20,000, and
2. To the contract record when entered in Munis.

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**Department:** City Council

**Services(s):** Transitional Housing Structures/Installation

**Project:** Peace Village Pallet Project

**Vendor/Consultant selected:** City Roots Community Land Trust, Inc. (CRCLT)

**How was the vendor selected?** Due to Peace Village, Inc. (PV) not having a current 501c3 designation, the PV Board and Person Centered Housing Options, Inc. (PCHO) worked with City and community to find a fiduciary for the Pallet project. CRCLT was selected because they are familiar with the project and the site, have a vested interest in the long-term success of this project, and were the only viable option.

#### **Why was no RFQ issued for this service?**

(Your rationale should include the following information when applicable)

- Is there **previous experience** with the vendor? Describe why it is in the City's best interest to continue with them and not solicit others.

CRCLT owns 97 Industrial Street, and has owned it since Peace Village was created. They lease the land to Peace Village, Inc. (PV) and generally serve as stewards for the property. They were the only organization willing to act as land owner when this project started and the only agency willing and able to act as fiduciary for PV. The City has worked with CRCLT for several years, and both the City and CLT have served on the PV Board since it was created.

- Are there unique or **emergency circumstances**? Describe how an RFQ process would jeopardize the success of the project.

Issuing an RFQ would add months to the construction timeline, but that process is unlikely to produce a different result or different stakeholders. It is important to start this site work and construction as soon as possible to provide a new housing option for unhoused persons and homeless households in Rochester. This project provides new, low-barrier, non-congregate shelter beds to the community. These are housing options we don't currently have in Rochester and would help address the increasing numbers of unhoused persons and homeless households. The predevelopment exploratory work is done, and we need to start construction immediately to avoid increased costs.

- Is the service **specialized and unique**? Is the number of **qualified providers limited**? Describe the Department's experience with and knowledge of the market and why an RFQ would not produce additional qualified consultants.

As mentioned, CRCLT was the only agency willing to act as landowner and landlord for 97 Industrial Street and Peace Village. When PV was created, only one agency stepped forward to participate, and this was true again when CRCLT offered to act as a fiduciary. While no RFQ was issued, conversations were had with a limited number of agencies that might provide fiduciary duties, and other that CRCLT, none were willing accept the funds and monitor construction.

- Does the project include **multi-year State or Federal funding**? Explain why it is in the best interest of the project and the City to continue with the same consultant (e.g. where the design consultant on a project is retained for resident project representation services). \

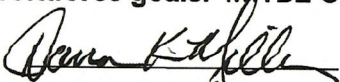
No, this project includes funding for the development of this site, 97 Industrial Street.

Compensation Amount: (up to) \$400,528

How was this determined? Explain how it is a reasonable and best value for the City.

The total project cost is \$400,528, and includes all expenses related to the development of this site. The total cost was determined by working closely with both Passero and Christa, and was informed mainly by Christa's proposal dated 9/17/24. The scope of work includes everything Pallet requires to prepare a site and beyond, such as installing a driveway with emergency vehicle access, concrete pads, lighting, and new fencing, and bringing utilities to the site and connecting each unit. This revised proposal includes donated materials (security lighting), and is the best value for the City and our partners.

**The MWBE Officer has reviewed the proposed Agreement for MWBE and Workforce goals.** MWBE Officer Initials: *MB* Date: *10/4/2024*



Signature: Department Head

*10/7/2024*

Date



# INTRODUCTORY NO.

427

Ordinance No.

## Amending Ordinance No. 2023-53 to increase the funding for Peace Village improvements

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

Section 1. Ordinance 2023-53 is hereby revised to read as follows:

### Appropriating funds and authorizing agreements for Peace Village improvements

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

Section 1. The sum of \$820,000 — consisting of \$750,000 ~~allocated for the Police Accountability Board in from the 2022-23 Budget of the City Council & Clerk is hereby reallocated and appropriated by Ordinance No. 2023-53 and~~ \$70,000 hereby appropriated from remaining Fund Balance of the 2023-24 Budget of the City Council & Clerk, which Council committed for the purposes of affordable housing and equity home ownership in Resolution No. 2024-24 — has been appropriated to improve the Peace Village at 97 Industrial Street to serve more unhoused people with better quality facilities (the Improvements).

Section 2. The Mayor is hereby authorized to enter into a professional service agreement with Pallet SPC to produce and install at Peace Village approximately 15 insulated transitional housing units with 2 beds apiece and supporting hygiene, storage and community space structures. The term of the agreement shall be one year with the option to renew for one additional year. The maximum compensation shall be ~~\$460,000~~ \$419,472, which shall be funded from the appropriations to Improvements in Section 1.

Section 3. The Mayor is hereby authorized to enter into a grant agreement with Person Centered Housing Options Inc. or another organization if deemed more appropriate to fund improvements to the Peace Village site to accommodate the structures authorized in Section 2 and to maintain and improve the quality of the site for the people it serves. The term of the agreement shall be one year with the option to renew for one additional year. The maximum grant amount shall be ~~\$290,000~~ \$400,528, which shall be funded from the appropriations to Improvements in Section 1.

Section 4. The agreements authorized herein shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 5. This ordinance shall take effect immediately.

Section 2. This ordinance shall take effect immediately.

Strikeout indicates deleted text, new text is underlined

Ordinance No.

**Amending Ordinance No. 2023-53 to increase the funding for Peace Village improvements**

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

Section 1. Ordinance 2023-53 is hereby revised to read as follows:

**Appropriating funds and authorizing agreements for Peace Village improvements**

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

Section 1. The sum of ~~\$820,000~~ — consisting of ~~\$750,000~~ allocated for the ~~Police Accountability Board~~ in ~~from~~ the 2022-23 Budget of the City Council & Clerk is hereby reallocated and appropriated by Ordinance No. 2023-53 and ~~\$70,000 hereby appropriated from remaining Fund Balance of the 2023-24 Budget of the City Council & Clerk, which Council committed for the purposes of affordable housing and equity home ownership in Resolution No. 2024-24 — has been appropriated~~ to improve the Peace Village at 97 Industrial Street to serve more unhoused people with better quality facilities (the Improvements).

Section 2. The Mayor is hereby authorized to enter into a professional service agreement with Pallet SPC to produce and install at Peace Village approximately 15 insulated transitional housing units with 2 beds apiece and supporting hygiene, storage and community space structures. The term of the agreement shall be one year with the option to renew for one additional year. The maximum compensation shall be ~~\$460,000~~ \$419,472, which shall be funded from the appropriations to Improvements in Section 1.

Section 3. The Mayor is hereby authorized to enter into a grant agreement with Person Centered Housing Options Inc. or another organization if deemed more appropriate to fund improvements to the Peace Village site to accommodate the structures authorized in Section 2 and to maintain and improve the quality of the site for the people it serves. The term of the agreement shall be one year with the option to renew for one additional year. The maximum grant amount shall be ~~\$290,000~~ \$400,528, which shall be funded from the appropriations to Improvements in Section 1.

Section 4. The agreements authorized herein shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 5. This ordinance shall take effect immediately.

Section 2. This ordinance shall take effect immediately.

Ordinance No.

**Appropriating additional funds, amending the 2024-25 Budget and amending agreements relating to improvements for Peace Village**

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

Section 1. Ordinance No. 2024-200, the 2024-25 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 Neighborhood and Business Development (NBD) by \$400,600 to fund improvements to the Peace Village at 97 Industrial Street to serve more unhoused people with better quality facilities (the Improvements). The increase shall be comprised of \$330,600 hereby appropriated from the unspent portion of funds appropriated to the 2022-23 Budget of NBD for the Improvements by Ordinance No. 2023-116 and \$70,000 hereby appropriated from remaining Fund Balance of the 2023-24 Budget of the City Council & Clerk, which Council committed for the purposes of affordable housing and equity home ownership in Resolution No. 2024-24.

Section 2. The Mayor is hereby authorized to enter into an amendatory agreement with Pallet SPC to produce and install at Peace Village insulated transitional housing units and supporting hygiene, storage and community space structures. The amendatory agreement shall amend the existing agreement authorized by Ordinance No. 2023-53 and amended by Ordinance No. 2023-116 to decrease the maximum compensation by \$40,528 to a new total of \$419,472 and to fund the unpaid remainder of that compensation from the 2024-25 Budget of NBD.

Section 3. The Mayor is hereby authorized to enter into an amendatory grant agreement for the Improvements. The amendatory agreement shall amend the existing agreement authorized by Ordinance No. 2023-53 and amended by Ordinance No. 2023-116 to increase the maximum compensation by \$110,528 to a new total of \$400,528 and to fund the unpaid remainder of that compensation from the 2024-25 Budget of NBD.

Section 4. This ordinance shall take effect immediately.

Strikeout indicates deleted text, double-strikeout indicates deleted in original Intro. No. 421, new text is single underlined, double underlining indicates text added in the original