



**City of Rochester**

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

**PARKS & PUBLIC WORKS  
INTRODUCTORY NO.**

**Malik D. Evans**  
Mayor

**70**

DES01

February 28, 2023

TO THE COUNCIL

Ladies and Gentlemen:

Re: Agreement – Bergmann Associates  
Blue Cross Arena Ice Plant Replacement

Council Priority: Jobs and Economic  
Development

Comprehensive Plan 2034 Initiative Area:  
Sustaining Green and Active Systems

Transmitted herewith for your approval is legislation establishing \$400,000 as maximum compensation for a professional service agreement with Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C. (Joseph Dopico, C.E.O., 280 East Broad Street, Rochester, New York) for architectural and engineering services for the Blue Cross Arena Ice Plant Replacement. The cost of the agreement will be funded with American Rescue Plan Act (ARPA) funds as appropriated in Ordinance No 2022-311.

The Blue Cross Arena at the War Memorial was constructed in the 1950's with a major expansion in the 1990's and other expansion work in 2020. It is the home to the Rochester Americans AHL hockey team and hosts many other sports and public events throughout the year. The ice plant chiller system creates and maintains the ice sheet. The system was installed in the early 1990's and has far exceeded its operating life expectancy. Additionally, the antiquated system utilizes R 22 refrigerant which is now discontinued. The project includes design and installation of a modern replacement ice chiller plant utilizing an allowable refrigerant type.

Bergmann Associates was selected for consulting services through a request for proposal process, which is described in the attached summary.

Design phase services will begin in summer 2023, with anticipated completion in 2025. The project will result in the creation and/or retention of the equivalent of 4.3 full-time jobs.

The term of the agreement shall extend until three (3) months after the completion of the two (2) year guarantee inspection of the project.

Respectfully submitted,

Malik D. Evans  
Mayor



### Vendor / Consultant Selection Process Summary

**Department:** Architectural Services

**Project / Service Title:** Blue Cross Arena Ice Plant Replacement

**Consultant Selected:** Bergmann Associates, Architects, Engineers, Landscape Architects & S  
Surveyors D.P.C.

**Method of selection:**  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): November 14, 2022

2. **The RFP / RFQ was also sent directly to:** See attached consultant mailing list

3. **Proposals were received from**

<u>FIRM</u>	<u>City/ST</u>
Bergmann Associates D.P.C	Rochester, 14604
Erdman, Anthony and Associates, Inc.	Rochester, 14620
LaBella Associates D.P.C	Rochester, 14614
Popli, Architecture + Engineering & LS DPC dba Popli Design Group	Penfield, 14526
Stantec Consulting Services Inc.	Rochester, 14614

4. **Evaluation criteria**

<u>Criteria</u>	<u>Weighting</u>	<u>Points possible</u>	<u>Actual Points received by FIRM</u>
<i>Firm Experience</i>	10%	10	8
<i>Approach</i>	40%	40	33
<i>Staff Qualifications</i>	50%	50	35
<i>Cost NA – Quality based Selection</i>		<u>00</u>	<u>00</u>
SUBTOTAL	100		76

<u>Bonus Points</u>	<u>Max Points Possible</u>	<u>Actual Points received by FIRM</u>
City business: 10% of total	.10 x 100 = 10	10
Prime is an MWBE: 10% of total	.10 x 100 = 10	
Prime uses 10% - 20% MWBE subs	.05 x TT or	
Prime uses 20%+ MWBE subs	.10 x 100 = 10	10
Workforce goals for M & W met	<u>.10 x 100 = 10</u>	
BONUS POINTS SUBTOTAL	<i>Max BP = 40</i>	<u>Actual BP = 20</u>

Total = Actual points + Actual BP = 96



**5. Review team included staff from:** DES – Arch Services (3), DES - Building Services (1), PSE (1)

**6. Additional considerations/explanations** *N/A*

**7. MWBE Officer has reviewed the recommended firm's proposal for MWBE and Workforce goals.** MWBE Officer Initials: *SMD* Date: 1/23/2023

*Form date 1/4/19*

Professional Services Consultant Master List  
 Architectural Services Updates  
 WBE List Updates: See G:\DIV\ARCH\Agreements\#1a MWBE Vendor Database as of May 1 2020.xlsx

Generate Email

Architecture / Engineering / Landscape Architecture / Interior Design (Alphabetical Order):

Company Name	Services / Discipline:	NYS Certified:	Firm Contact	Address	Phone Number (585)	Email	Alternate Firm Contacts
Architectura, P.C.	Architecture	WBE	Jennifer Takatch, A.I.A., Principal/Project Manager	17 Pitkin St., Suite 100 Rochester, NY 14607	442-8550	<a href="mailto:jtakatch@architecturapc.com">jtakatch@architecturapc.com</a>	
Atlantic Testing Laboratories, Limited	Multi-Discipline	WBE	Ms. Marijean B. Remington	6431 US HWY 11 Canton, NY 13617	(315)386-4578	<a href="mailto:MRemington@AtlanticTesting.com">MRemington@AtlanticTesting.com</a>	
Barkstrom & Lacroix Architects	Architecture		Robert Barkstrom, R.A., A.I.A.	50 Chestnut Plaza Rochester, NY 14604	262-9914	<a href="mailto:rtb@barkstromlacroix.com">rtb@barkstromlacroix.com</a>	
Barton & Loguidice, D.P.C.	Multi-Discipline		Terrence Rice, P.E.	11 Centre Park, Suite 203 Rochester, NY 14614	325-7190	<a href="mailto:trice@BartonandLoguidice.com">trice@BartonandLoguidice.com</a>	
Bergmann Architects, Engineers & Planners	Multi-Discipline		Kimberly Baptiste, AICP, Vice President (Buildings) Andrew J. Raus, AICP, Senior Vice President	280 East Broad Street, Suite 200 Rochester, NY 14604	232.5135	<a href="mailto:kbaptiste@bergmannpc.com">kbaptiste@bergmannpc.com</a> ; <a href="mailto:araus@bergmannpc.com">araus@bergmannpc.com</a>	Steven J. Kushner, AIA, NCARB, LEED AP   Sr. Project Manager; <a href="mailto:skushner@bergmannpc.com">skushner@bergmannpc.com</a>
Bero Architecture, PLLC	Architecture	WBE	Jennifer L. Ahrens, R.A.	32 Winthrop St. Rochester, NY 14607	262-2035	<a href="mailto:jahrens@beroarchitecture.com">jahrens@beroarchitecture.com</a>	
C&S Companies	Multi-Discipline		Aileen Maguire Meyer, Robert Gleason, PE	150 State St., Suite 120 Rochester, NY 14614	325-9040	<a href="mailto:RNapoli@cscos.com">RNapoli@cscos.com</a> ; <a href="mailto:rgleason@cscos.com">rgleason@cscos.com</a>	Richard S. Napoli, AIA Managing Architect
CHA Consulting, Inc.	Multi-Discipline		Mr. William T. Ewell, Vice President	16 W. Main Street, Suite 830 Rochester, NY 14614	262-2640	<a href="mailto:info@chacompanies.com">info@chacompanies.com</a>	

## Architecture / Engineering / Landscape Architecture / Interior Design (Alphabetical Order):

Company Name	Services / Discipline:	NYS Certified:	Firm Contact	Address	Phone Number (585)	Email	Alternate Firm Contacts
CJS Architects (Chaintreuil Jensen & Stark)	Architecture		Craig Jensen, Partner	114 South Union Street Rochester, NY 14607	244-3780	<a href="mailto:cjensen@cjsarchitects.com">cjensen@cjsarchitects.com</a>	
C.T. Male Associates	Multi-Discipline		Sabrina Hicks Marketing Coordinator	200 Gateway Park Dr # 8 North Syracuse, NY 13212	(518) 786.7405	<a href="mailto:s.hicks@ctmale.com">s.hicks@ctmale.com</a>	
Clark Patterson Lee	Multi-Discipline		Todd Liebert , A.I.A., NCARB	255 Woodcliff Dr. Suite 200 Fairport, NY 14450	1-800-274- 9000	<a href="mailto:tliebert@clarkpatterson.com">tliebert@clarkpatterson.com</a>	Brenda Farmer, Andrew Goodermote
C.V. ASSOCIATES NY; PE, LS, PC	Multi-Discipline	WBE	Mr. Chamarajanagar V. Shashikumar	378 White Spruce Blvd, Rochester, Ny 14623	585-746-5276	<a href="mailto:cvany@cvasociatesny.com">cvany@cvasociatesny.com</a>	
Dwyer Architectural, LLC	Architecture	WBE	Ms. Kimberly Dwyer	313 E Willow Street Suite 107 Syracuse, NY 13203	315 473- 1800	<a href="mailto:laywoodcock@dwyerarch.com">laywoodcock@dwyerarch.com</a>	Kimberly A. Dwyer
Garba Seid Architecture Design Studio PLLC	Architecture		Ms. Fareh Garba	135 Walton Terrace Monroe, NY 10950	(845) 837-1099	<a href="mailto:info@gsdsarc.com">info@gsdsarc.com</a>	
GdB Geospatial	Land survey and GIS			12 North Main Street, Suite 100, Honeoye Falls, NY 14472	(585) 484- 8100	<a href="mailto:info@GdBGeospatial.com">info@GdBGeospatial.com</a>	
Edge Architecture, PLLC	Architecture		Allen Rossignol, AIA, LEED AP, President and CEO	277 Alexander Street, Suite 407 Rochester, NY 14607	461-3580	<a href="mailto:info@edge-architecture.com">info@edge-architecture.com</a>	
EI Team	Multi-Discipline	MBE	Hormoz Mansouri, Ph.D., P.E., President	2060 Sheridan Drive Buffalo, NY 14223-1470	716 876-4669	<a href="mailto:info@e-i-eng.com">info@e-i-eng.com</a>	
Environmental Design and Research, P.C. (EDR)	Engineering & Landscape Architecture (LA)	WBE	Andrew Britton, RLA	274 N. Goodman St., Rochester, NY 14607	271-0040	<a href="mailto:info@edrdpc.com">info@edrdpc.com</a>	

## Architecture / Engineering / Landscape Architecture / Interior Design (Alphabetical Order):

Company Name	Services / Discipline:	NYS Certified:	Firm Contact	Address	Phone Number (585)	Email	Alternate Firm Contacts
Erdman Anthony & Associates, Inc.	Engineering		Bruce Wallmann, PE Principal Associate	145 Culver Road, Suite 200 Rochester NY 14620	427-8888	<a href="mailto:wallmannbr@erdmananthony.com">wallmannbr@erdmananthony.com</a>	
Fisher Associates	Engineering		Roseann Schmid, CEO	180 Charlotte Street Rochester, NY 14607	334-1310	<a href="mailto:rschmid@fisherassoc.com">rschmid@fisherassoc.com</a>	Emily Smith, PE Director of Transportation
Greater Living Architecture	Architecture		Joseph P. O'Donnell, AIA, NCARB, RA	3033 Brighton-Henrietta TL Road Rochester, NY 14623	272-9170	<a href="mailto:Support@greaterliving.com">Support@greaterliving.com</a>	
Habza Architecture, PC	Architecture		Daniel J. Habza, AIA	17 Arnold Park Rochester, NY 14607	704-7240	<a href="mailto:dhabzarchitect@rochester.rr.com">dhabzarchitect@rochester.rr.com</a>	
HBT Architects	Architecture		James Tripp, AIA, CSI, NCARB, LEED AP	2 Elton Street Rochester, NY 14607	586-0490	<a href="mailto:jtripp@hbtarchitects.com">jtripp@hbtarchitects.com</a>	Trevor M. Harrison, Managing Partner Carrie Van Valkenburg-Kehoe
Hanlon Architects	Architecture		David Hanlon, AIA	1300 University Avenue Rochester, NY 14607	371-8966	<a href="mailto:dhanlon@hanlonarchitects.com">dhanlon@hanlonarchitects.com</a>	
Heather DeMoras Design Consultants	Interior Design	WBE	Heather B. DeMoras, CID	274 N. Goodman Street Suite B133A Rochester, NY 14607	241-9380	<a href="mailto:hdemoras@hddcdesign.com">hdemoras@hddcdesign.com</a>	
Herrick-Saylor Engineers, P.C.	Structural Engineering		Jay Saylor, P.E.	510 Kreag Road Pittsford, NY 14534	586-1700	<a href="mailto:jsaylor@herrick-saylor.com">jsaylor@herrick-saylor.com</a>	
Highland Planning LLC	Planning	WBE		820 South Clinton #3 Rochester, NY		<a href="mailto:tanya@highland-planning.com">tanya@highland-planning.com</a>	
Hunt EAS	Multi-Discipline		Benjamin J. Gustafson, P.E., Principal-in-Charge	4 Commercial Street, Suite 300 Rochester, NY 14614	Ben's C-943-4726/ P- 327-7950 Ext. 4015. 327-7950	<a href="mailto:Gustafsonb@hunt-eas.com">Gustafsonb@hunt-eas.com</a>	
IBC Engineering, P.C.	Engineering (MEP)		Geoff Mead, P.E. Alannah Bowllan Andrew Jarosz	3445 Winton Place Suite 219 Rochester, NY 14623	292-1590	<a href="mailto:gmead@ibceng.com">gmead@ibceng.com</a> ; <a href="mailto:abowllan@ibceng.com">abowllan@ibceng.com</a> ; <a href="mailto:ajarosz@ibceng.com">ajarosz@ibceng.com</a>	



## Architecture / Engineering / Landscape Architecture / Interior Design (Alphabetical Order):

Company Name	Services / Discipline:	NYS Certified:	Firm Contact	Address	Phone Number (585)	Email	Alternate Firm Contacts
Integrative Design & Architecture	Architecture	MBE	Noel Chaves, AIA	250 South Avenue, Suite 100 Rochester, NY 14604		<a href="mailto:nchavez@integrative-design.com">nchavez@integrative-design.com</a>	
Jensen/BRV Engineering PLLC	Structural		Stephen Rudnicki, P.E., C.E.O.	1653 East Main Street Rochester, NY 14609	482-8130	<a href="mailto:steve@jensenbrv.com">steve@jensenbrv.com</a>	
Kelly Jahn Interior Architecture and Design PLLC	Interior Design	WBE	Kelly Jahn	274 Avalon Drive Rochester, NY 14618	354-2788	<a href="mailto:kjahn@kellyjahn.onmicrosoft.com">kjahn@kellyjahn.onmicrosoft.com</a>	
LaBella Associates, D.P.C.	Multi-Discipline		Steven Metzger, Chief Executive Officer	300 State Street, Suite 201 Rochester, NY 14614	454-6110	<a href="mailto:info@labellapc.com">info@labellapc.com</a> ; <a href="mailto:cbernhard@LaBellaPC.com">cbernhard@LaBellaPC.com</a>	Michael A. Winderl, P.E., LEED AP CEO  Casey Bernhard, P.E. (MEP)  Thomas Simbari, A.I.A., Client Manager
Laland Baptiste, LLC	Construction Management Services	M/WBE	Schillivia Baptiste	250 Mill Street Suite 301, Rochester, NY 14614	(585) 504-6059	<a href="mailto:info@lalandbaptiste.com">info@lalandbaptiste.com</a>	
Larsen Engineers	Engineering (Environmental/Structural/Construction)	MBE	Ram Shrivastava, PE	700 West Metro Park Rochester, NY 14623	272-7310	<a href="mailto:ram@larsen-engineers.com">ram@larsen-engineers.com</a>	
LeChase Construction Services	Construction Management Services		Michael J. Mallon, Vice President	205 Indigo Creek Drive Rochester, NY 14626		<a href="mailto:business.development@lechase.com">business.development@lechase.com</a>	
Lighting Design Innovations, Inc.	Lighting Design	WBE	Kimberly Mercier	2804 West Main Street Rd. Batavia, NY 14020	716-480-1908	<a href="mailto:kim@ldi.bz">kim@ldi.bz</a>	
The LiRo Group	Multi-Discipline		Jeffrey R. Perkins, P.E., Senior Associate	85 Allen Street, Suite 300 Rochester, NY 14608	287-8833	<a href="mailto:Perkinsj@liro.com">Perkinsj@liro.com</a>	
Lothrop Associates, LLP Architects	Architecture		Robert A. Gabalski, A.I.A., Partner	510 Clinton Square Rochester, NY 14604	933-2734	<a href="mailto:rgabalski@lothropassociates.com">rgabalski@lothropassociates.com</a>	Arthur J. Seckler, III

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Company Name	Services / Discipline:	NYS Certified:	Firm Contact	Address	Phone Number (585)	Email	Alternate Firm Contacts
Lu Engineers Civil & Environmental	Engineering (Civil & Environmental)	MBE	Scott Prior, P.E.	339 East Avenue, Suite 200 Rochester, NY 14604	385-7417	<a href="mailto:rs-prior@luengineers.com">rs-prior@luengineers.com</a>	
M/E Engineering, P.C.	MEP		Brian L. Danker, PE Partner in Charge Jody Beam - Marketing Coordinator	300 Trolley Boulevard Rochester, NY 14606	288-5590	<a href="mailto:jbeam@meengineering.com">jbeam@meengineering.com</a>	Heather Cook, Office Manager <a href="mailto:hacook@meengineering.com">hacook@meengineering.com</a>
MRB Group Engineers, Architects, Surveyors, PC	Multi-Discipline		James Oberst, P.E., Executive Vice President/COO	The Culver Road Armory 145 Culver Road, Suite 160 Rochester, NY 14620	381-9250	<a href="mailto:info@mrbgrouppc.com">info@mrbgrouppc.com</a>	
Marques & Associates, P.C.	Civil/Surveying		Israel Marques	930 East Avenue, Suite 1000 Rochester, NY 14607	723-1820	<a href="mailto:info@marquesassociatespc.com">info@marquesassociatespc.com</a>	
Meagher Engineering, PLLC	Structural Engineering	WBE	Wendy Meager, P.E.	2024 W. Henrietta Road, Suite 2C Rochester, NY 14623	924-7430	<a href="mailto:wendy@meagherengineering.com">wendy@meagherengineering.com</a>	
O'Brien & Gere	Environmental Engineering			400 Andrews Street Harro East Building, Suite 710 Rochester, NY 14604	295-7700	<a href="mailto:Michael.Madigan@obg.com">Michael.Madigan@obg.com</a> ; <a href="mailto:Tim.Erwin@obg.com">Tim.Erwin@obg.com</a> ; <a href="mailto:Ghaith.Abdullah@obg.com">Ghaith.Abdullah@obg.com</a>	Mike Madigan 315-569-9938 <a href="mailto:Michael.Madigan@obg.com">Michael.Madigan@obg.com</a> Tim Erwin 315-407-1528 <a href="mailto:Tim.Erwin@obg.com">Tim.Erwin@obg.com</a> Ghaith Abdullah 917-536-5419 <a href="mailto:Ghaith.Abdullah@obg.com">Ghaith.Abdullah@obg.com</a>
Pardi Partnership Architects, P.C.	Architecture		Scott Fiske, R.A., AIA, Vice President	25 Circle Street, Suite 101 Rochester, NY 14607	454-4670	<a href="mailto:office@pardiarchs.com">office@pardiarchs.com</a> ; <a href="mailto:scott@pardiarchs.com">scott@pardiarchs.com</a>	

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Company Name	Services / Discipline:	NYS Certified:	Firm Contact	Address	Phone Number (585)	Email	Alternate Firm Contacts
Passero Associates, P.C.	Multi-Discipline		Kim Perry, Marketing Manager	242 West Main Street, Suite 100 Rochester, NY 14614	325-1000	<a href="mailto:kperry@passero.com">kperry@passero.com</a> ; <a href="mailto:pwehner@passero.com">pwehner@passero.com</a>	Mark D. Passero, P.E., Vice President  <b>(Dan Savage, Principal retired)</b>  Send RFP's to: (Mrs. Kim Perry, Marketing Manager)  (MEP) (325-1000) (x214) (fax 760-8570) Neil Pavone (MEP)  Peter Wehner, A.I.A., LEED, AP BD+C, Vice President
Pathfinder Engineers & Architects, LLP	Multi-Discipline	WBE	Helen Kashtan, Marketing Manager	134 South Fitzhugh Street Rochester, NY 14608	325-6004	<a href="mailto:hkashtan@pathfinder-ea.com">hkashtan@pathfinder-ea.com</a> ; <a href="mailto:info@pathfinder-ea.com">info@pathfinder-ea.com</a>	Nancy Jendryaszek, A.I.A., LEED, AP
Peter L. Morse & Associates Architects A.I.A.	Architecture		Peter Morse, AIA, President	875 E. Main Street Suite 130 Auditorium Center Rochester, NY 14605	530-2230	<a href="mailto:peterlmorse@aol.com">peterlmorse@aol.com</a>	
PLAN Architectural Studio, P.C.	Architecture		Mark A. Pandolf, A.I.A., LEED AP, Principal	250 South Avenue, Suite 100 Rochester, NY 14604	454-4230	<a href="mailto:mpandolf@planpc.com">mpandolf@planpc.com</a>	
Pike Company (The)	Construction Management Services		Patrick J. Rogers, Vice President	One Circle Street Rochester, NY 14607		<a href="mailto:Pike@pikeco.com">Pike@pikeco.com</a>	
Popli Design Group	Multi-Discipline	MBE	Om P. Popli, C.E.O.	555 Penbrooke Drive Penfield, NY 14526	388-2060	<a href="mailto:ompopli@popligroup.com">ompopli@popligroup.com</a>	Michael Short, A.I.A.
Prudent Engineering, LLP	Civil/Surveying/Construction Inspection	MBE	Michael A. Venturo, LS, Principal	The Powers Building 16 West Main Street, Suite 309 Rochester, NY 14614	315-748-7760	<a href="mailto:Prudent@PrudentEng.com">Prudent@PrudentEng.com</a>	

## Architecture / Engineering / Landscape Architecture / Interior Design (Alphabetical Order):

Company Name	Services / Discipline:	NYS Certified:	Firm Contact	Address	Phone Number (585)	Email	Alternate Firm Contacts
Ravi Engineering and Land Surveying, P.C.	Structural Engineering	MBE	Nagappa Ravindra	2110 South Clinton Ave. Suite 1 Rochester, NY 14618	223-3660	<a href="mailto:NRavindra@ravieng.com">NRavindra@ravieng.com</a>	James Newton, Marketing Director
Razak Associates	Architecture	MBE	Mohamed M. Razak, RA, President	2060 Fairport Nine Mile Point Road Suite 300 Penfield, NY 14526	388-6710	<a href="mailto:mrzak@razak.net">mrzak@razak.net</a>	
RHEN Design Architecture, LLC	Architecture	WBE	Roseanne Khaleel, RA President & CEO	214 Croydon Road Rochester, NY 14610	482-2216	<a href="mailto:rh@rhendesign.com">rh@rhendesign.com</a>	
RAM Architects	Architecture		Richard A. Mauser, R.A., President	91 Pinnacle Road Rochester, NY 14620	473-1013	<a href="mailto:rmauser@frontiernet.net">rmauser@frontiernet.net</a>	
SEI Design Group	Architecture		Ted Mountain, A.I.A.	224 Mill Street Rochester, NY 14614-1043	442-7010	<a href="mailto:twm@SEIdesigngroup.com">twm@SEIdesigngroup.com</a>	
Smith & Associates Architects	Architecture		Kenneth Smith, AIA, President	263 Central Avenue Rochester, NY 14605	232-5577	<a href="mailto:kens@smithassociatesarch.com">kens@smithassociatesarch.com</a>	
Stantec Consulting Services, Inc.	Multi-Discipline		Jeri Pickett, P.E., LEED AP, Senior Associate	61 Commercial Street Rochester, NY 14614	475-1440	<a href="mailto:jeri.pickett@stantec.com">jeri.pickett@stantec.com</a>	Mr. Jeri Pickett, P.E., LEED AP, Senior Associate, Buildings Leader)  Mike Storonsky, Managing Senior Associate (Engineering)  <b>Structural:</b> <b>Michael Simmons, P.E.</b>
SWBR Architecture Engineering & Landscape Architecture, P.C.	Architecture		Dave Beinetti Principal	387 E. Main Street Rochester, NY 14604	232-8300	<a href="mailto:rochester@swbr.com">rochester@swbr.com</a>	
Sue Steele Landscape Architecture, PLLC	Landscape Architecture	WBE	Sue Steele, R.L.A.	9 Summit Street Fairport, NY	585-747-9996	<a href="mailto:sue@steele.la">sue@steele.la</a>	



## Architecture / Engineering / Landscape Architecture / Interior Design (Alphabetical Order):

Company Name	Services / Discipline:	NYS Certified:	Firm Contact	Address	Phone Number (585)	Email	Alternate Firm Contacts
T.Y. Lin International	Multi-Discipline		Dennis Kennelly, P.E., Principal-in-Charge	255 East Avenue Rochester, NY 14604	512-2000	<a href="mailto:herb.guenther@tylin.com">herb.guenther@tylin.com</a>	Robert Radley, President  James Krapf, P.E.  Herbert K. Guenther, AIA, NCARB, GGP, Architecture Group Leader
Turner Engineering	MEP Engineering		Daniel Turner, President	One Woodbury Blvd. Rochester, NY 14604	381-3360	<a href="mailto:info@TurnerEngineering.com">info@TurnerEngineering.com</a>	
Vanguard Engineering	Civil Engineering	<b>MBE</b>	Joseph C. Ardieta, PE	241 Castlebar Road Rochester, NY 14610	427-0320	<a href="mailto:joe@vaneng.com">joe@vaneng.com</a>	
Vargas Associates	Move Management Services / Interior Design	<b>WBE</b>	Ms. Christine Vargas, President	40 Humboldt Street, Suite 1010 Rochester, NY 14609	730-8260	<a href="mailto:Christine.vargas@vargasassociates.com">Christine.vargas@vargasassociates.com</a>	
Wendel Companies	Multi-Discipline		Donald E. Gray, Vice President	85 Allen Street, Suite 200 Rochester, NY 14608	623-8939	<a href="mailto:dgray@wendelcompanies.com">dgray@wendelcompanies.com</a> ; <a href="mailto:info@wendelcompanies.com">info@wendelcompanies.com</a>	
Young + Wright Architectural	Architecture		Jerry Young, A.I.A., LEED, Partner	85 Allen Street, Suite 210 Rochester, NY 14608	210-1800	<a href="mailto:rsmithgall@youngandwright.com">rsmithgall@youngandwright.com</a> ; <a href="mailto:info@youngandwright.com">info@youngandwright.com</a>	Rob Smithgal, Associate

INTRODUCTORY NO.

70

Ordinance No.

**Authorizing agreement for the Blue Cross Arena at the War Memorial Ice Plant Replacement project**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement with Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C. to provide architectural and engineering services for the Blue Cross Arena at the War Memorial Ice Plant Replacement (the Project). The maximum compensation for the agreement shall be \$400,000, which shall be funded from a portion of the American Rescue Plan Act of 2021 (ARPA) funds appropriated to the Project in Ordinance No. 2022-311. The term of the agreement shall extend to three months after completion of the two-year guarantee inspection of the Project.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.



**City of Rochester**

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

**PARKS & PUBLIC WORKS  
INTRODUCTORY NO.**

**Malik D. Evans**  
Mayor

71

DES02

February 28, 2023

TO THE COUNCIL

Ladies and Gentlemen:

Re: Agreement – Edge Architecture, PLLC  
Rochester Police Department-Office of Business  
Intelligence Renovation

Council Priority: Public safety

Comprehensive Plan 2034 Initiative Area:  
Planning for Action

Transmitted herewith for your approval is legislation establishing \$150,000 as maximum compensation for a professional service agreement with Edge Architecture, PLLC (Allen Rossignol, C.E.O., 277 Alexander Street, Suite 407, Rochester, NY) for architectural and engineering services for the Rochester Police Department – Office of Business Intelligence Renovation. The cost of the agreement will be funded with American Rescue Plan Act (ARPA) funds as appropriated in Ordinance No 2022-315.

The project includes a renovation to Suite 208 in the Public Safety Building with new offices, systems furniture, conference room, and mechanical, electrical and plumbing modifications to provide for the Office of Business Intelligence. The Consultant will provide architectural and engineering services for program review, design, bid and award and construction administration services for the renovation.

Edge Architecture, PLLC was selected for architectural and engineering services through a request for proposal process, which is described in the attached summary.

This proposed legislation was developed by the Department of Environmental Services in collaboration with the Rochester Police Department.

Design phase services will begin in spring 2023; with anticipated completion in winter 2024. The project will result in the creation and/or retention of the equivalent of 1.6 full-time jobs.

The term of the agreement shall extend until three (3) months after the completion of the two (2) year guarantee inspection of the project.

Respectfully submitted,

Malik D. Evans  
Mayor



### Vendor / Consultant Selection Process Summary

**Department** DES/Bureau of Architecture and Engineering  
**Project / Service Title:** Rochester Police Department – Office of Business Intelligence  
**Consultant Selected:** Edge Architecture, PLLC  
**Method of selection:**  X  Request for Proposal (RFP) [Complete 1-7]

1. Date RFP / RFQ issued November 16, 2022
2. The RFP / RFQ was also sent directly to: See attached Consultant List.
3. Proposals were received from

<u>FIRM</u>	<u>Address</u>	<u>City/ST</u>
CPL Architecture Engineering Planning	100 South Avenue, Suite 700	Rochester, NY 14604
Labella Associates	300 State Street, Suite 201	Rochester, NY 14614
Edge Architecture	277 Alexander Street, Suite 401	Rochester, NY 14607
Hunt EAS	4 Commercial Street, Suite 300	Rochester, NY 14614
Vargas Associates	40 Humboldt Street	Rochester, NY 14609
Lothrop Associates LLP	510 Clinton Square	Rochester, NY 14604

#### 4. Evaluation criteria

<u>Criteria</u>	<u>Weighting</u>	<u>Points possible</u>	<u>Points received by Selected Firm:</u>
Firm Qualifications	10%	10	9
Technical Approach	40%	40	33
Architectural Team Qualifications	50%	50	40
<b>TOTAL</b>		<b>100</b>	<b>82</b>

<u>Bonus Points</u>	<u>Points Possible</u>	<u>Points received by Selected Firm:</u>
City business: 10% of total	.10 x 100 = 10	.10 x 100 = 10
Prime is an MWBE: 10% of total	.10 x 100 = 10	.10 x 0 = 0
Prime uses 20%+ MWBE subs	.10 x 100 = 10	.10 x 100 = 10
Workforce goals for M & W met	<u>.10 x 100 = 10</u>	<u>.10 x 0 = 0</u>
<b>BONUS POINTS SUBTOTAL</b>	<b>Max BP = 40</b>	<b>Actual BP = 20</b>

Total = Actual points + Actual BP = **102**

5. Review team included staff from: A/E (3 staff), RPD (2 staff)
6. Additional considerations/explanations [if applicable; e.g. interviews; demonstrations]



**7. MWBE Officer has reviewed the recommended firm's proposal for MWBE and Workforce goals.** MWBE Officer Initials: *SMD* Date: *1/23/2023*

Form date 1/4/19

*G:\PROJARCH\2023\23055 RPD-Office of Business Intelligence Renovation\LEGINFO\Vendor Selection - corrected to match template V5.1.doc*

71

Ordinance No.

**Authorizing an agreement for the Rochester Police Department Office of Business Intelligence Renovation project**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement with Edge Architecture, PLLC to provide architectural and engineering services for the Rochester Police Department Office of Business Intelligence Renovation (the Project). The maximum compensation for the agreement shall be \$150,000, which shall be funded from a portion of the American Rescue Plan Act of 2021 (ARPA) funds appropriated to the Project in Ordinance No. 2022-315. The term of the agreement shall extend to three months after completion of the two-year guarantee inspection of the Project.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.



72

DES03

February 28, 2023

TO THE COUNCIL

Ladies and Gentlemen:

Re: Amendatory Agreement – Stantec Consulting Services, Inc., Joseph A. Floreano Rochester Riverside Convention Center (RRCC) South Terrace and Addition

Council Priority: Creating and Sustaining a Culture of Vibrancy

Comprehensive Plan 2034 Initiative Area: Sustaining Green & Active Systems

Transmitted herewith for your approval is legislation authorizing an amendatory agreement with Stantec Consulting Services, Inc. (James R. Hoffman Jr., 61 Commercial Street, Suite 100, Rochester, New York) to provide additional engineering and design services for the project including, final design and contract documents, permits and bidding phase services. The original agreement, authorized in Ordinance No. 2021-53 (February 2021) and amended in Ordinance No. 2023-3 (January 2023), established maximum compensation of \$950,000. This amendment shall increase the maximum compensation provided under the existing agreement by \$1,500,000 to a new total of \$2,450,000.

The increase in compensation shall be funded from the American Rescue Plan Act (ARPA) funding appropriated to the project in Ordinance No. 2022-378 and anticipated reimbursements from ROC the Riverway/Upstate Revitalization Initiative funding administered by Empire State Development appropriated to the project in Ordinance No. 2021-53.

This ROC the Riverway project encompasses a building modernization and expansion of the southwest face of the RRCC along the river to create a new and revitalized event space that directly engages with the downtown riverfront. The expanded space will enable RRCC patrons to participate in convention center events and enjoy the spectacular views of the Genesee River simultaneously. The project will also include, but is not limited to, RRCC exterior building façade and river wall repairs. This project meets essential ROC the Riverway goals including repair and maintenance of critical infrastructure, and re-orientation of internal and external building spaces towards the water and riverfront public spaces.

Consultant services for design of the project began in spring 2021. Final design of project shall commence after completion of an environmental impact review of the Project, under the State Environmental Quality Review Act, is anticipated in spring 2023.

Construction is anticipated to begin in spring 2024 and be substantially complete in late 2026.



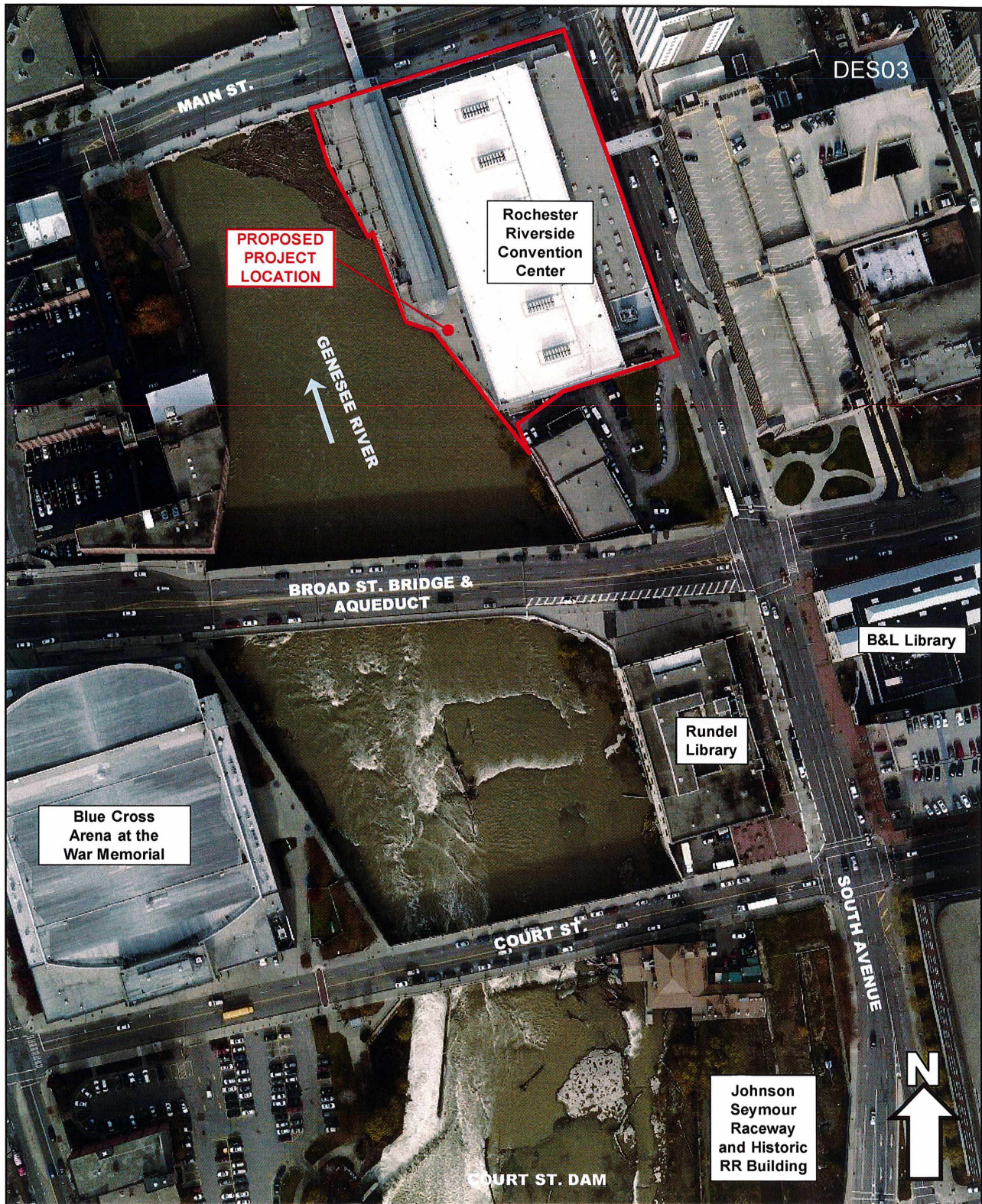
The term of the agreement shall extend until three (3) months after the completion of the (2) two year guarantee inspection of the project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'M. Evans', with a long horizontal flourish extending to the right.

Malik D. Evans  
Mayor





**Project Location Aerial Map**  
**RRCC South Terrace and Addition Project**  
**City of Rochester, New York**



## INTRODUCTORY NO.

72

Ordinance No.

**Authorizing an amendatory agreement for the Joseph A. Floreano Rochester Riverside Convention Center South Terrace and Addition project**

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 agreement with Stantec Consulting Services Inc. to provide additional services for the Joseph A. Floreano Rochester Riverside Convention Center South Terrace and Addition (the Project). The amendatory agreement shall amend the existing agreement as authorized by Ordinance No. 2021-53 and amended in Ordinance No. 2023-3 by adding to the scope of work additional engineering and design services, including final design and contract documents, permits and bidding phase services, and by increasing the maximum compensation by \$1,500,000 to a new total of \$2,450,000. The amendatory compensation shall be funded in the amounts of \$1,300,000 from American Rescue Plan Act of 2021 (ARPA) funds appropriated to the Project in Ordinance No. 2022-378 and \$200,000 from ROC the Riverway/Upstate Revitalization Initiative funds appropriated to the Project in Ordinance No. 2021-53.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.



**City of Rochester**

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

**PARKS & PUBLIC WORKS  
INTRODUCTORY NO.**

73, 74

**Malik D. Evans**  
Mayor

DES04

February 28, 2023

TO THE COUNCIL

Ladies and Gentlemen:

Re: Bull's Head Revitalization Project

Council Priority: Jobs and Economic  
Development

Comprehensive Plan 2034 Initiative Area:  
Reinforcing Strong Neighborhoods

Transmitted herewith for your approval is legislation related to the Bull's Head Revitalization Project. This legislation will:

1. Establish \$750,000 as maximum compensation for a professional services agreement with Erdman, Anthony and Associates, Inc. (Curt Helman, C.E.O., 145 Culver Road, Suite 200, Rochester, New York) for preliminary engineering design services related to the Project. The cost of the agreement will be funded from \$20,000 of 2019-20 Cash Capital and \$730,000 of 2021-22 Cash Capital.
2. Establish \$7,000 as maximum compensation for an agreement with the New York Department of Transportation (NYSDOT) to participate in and administer a portion of the right-of-way (ROW) incidental services for the Project. The cost of the agreement will be funded from \$6,100 of 2020-21 Cash Capital and \$900 of 2021-22 Cash Capital; and,
3. Approve a resolution, in a form that is required by NYSDOT, that will confirm the City's prior authorizations of the Project, commit the City to pay for the State-funded portion of the Project in the first instance before seeking reimbursement from the State, and if applicable, commit the City Council to meet promptly to consider appropriating money to make up any cost overruns; and,

This is a Federal Aid project administered by the City under agreement with NYSDOT. Preliminary and final design is locally funded. ROW, construction and construction inspection services will be partially federally funded.

The project includes, but is not limited to, a combination of new street construction, pavement reconstruction and rehabilitation, milling and resurfacing, realignment of intersecting streets, curbs, sidewalks, street lighting improvements, water main installation, water services and hydrants, sewer main extensions, catch basins, manholes, adjustment of utility appurtenances, landscaping, and other various improvements as funding allows. The addition of bicycle facilities will be evaluated during preliminary design.

Erdman, Anthony and Associates, Inc. was selected to provide preliminary engineering design services through a request for proposals process, which is described in the attached summary.



This proposed legislation was developed by the Department of Environmental Services in collaboration with the Department of Neighborhood and Business Development.

Design services will begin in April 2023. Final design services and the ROW acquisition phase are anticipated to begin in spring of 2024. Construction is anticipated to begin in spring of 2026.

The term of the agreement will be until six (6) months after final acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'M. Evans', with a long horizontal flourish extending to the right.

Malik D. Evans  
Mayor

### Vendor / Consultant Selection Process Summary

**Department:** DES/ Bureau of Architecture and Engineering  
**Project / Service Sought:** Professional Engineering Services  
**Consultant Selected:** Erdman Anthony and Associates, Inc.  
**Method of Selection:** Proposal Evaluation and Shortlisted Interviews  
**Method of selection:**  Request for Proposal [*Complete 1-6*]  
 Request for Qualifications [*Complete 1-6*]  
 From the NY State Department of Transportation list of pre-approved regional engineering firms [*Complete 4-5*]

**Consultant Selected:** Erdman Anthony and Associates, Inc.

1. **Date RFP issued** (and posted on City web site): October 24, 2022
2. **The RFP was also sent directly to:** See attached Consultant list (*Includes LDSA and non-LDSA*)
3. **Proposals were received from:**

<u>Firm</u>	<u>Address</u>	<u>City/State</u>
Erdman Anthony and Associates, Inc.	145 Culver Road, Suite 200	Rochester, NY 14620
Fisher Associates, P.E., LS, LA, DPC	180 Charlotte Street	Rochester, NY 14607
LiRo Engineers, Inc.	85 Allen Street, Suite 300	Rochester, NY 14608

#### 4. Proposal Evaluation criteria:

<u>Criteria</u>	<u>Weighting</u>	<u>Points possible</u>	<u>Points received by Erdman Anthony</u>
Firm Qualifications	10%	10	8.8
Technical Proposal	40%	40	31.6
Team Qualifications	50%	50	39.6
<b>TOTAL</b>	<b>100%</b>	<b>100</b>	<b>80.0</b>

#### Proposal Bonus Criteria

City business (+10% of total) =	8.0
M/WBE firm (+10% of total) =	0
Utilize M/WBE Sub for 10-20% of Work (+5% of total) =	0
Utilize M/WBE Sub for >20% of Work (+10% of total) =	8.0
<u>Meet/Exceed Workforce Goals 20% M &amp; 6.9% W (+10% of total) =</u>	<u>0</u>
<b>TOTAL RATING WITH BONUS</b>	<b>96.0</b>



<u>Interview Evaluation Focus Areas</u>	<u>Possible Points</u>	<u>Points received by Erdman Anthony</u>
Introductions		
Relevant Engineering Design Experience		
Project Management		
Communication between Project Team and City		
Public Outreach		
Technical Approach		
Complete Streets and Public Realm		
SEQR/NEPA Process		
<u>Environmental and Geotechnical Factors</u>		
<b>TOTAL</b>	<b>100</b>	<b>84.3</b>

**5a. Proposal Review Team included staff from:** NBD (2), DES/A&E (2), DES/DEQ (1)

**5b. Interview Review Team included staff from:** NBD (1), DES/A&E (2), DES/DEQ (1)

**6. Additional considerations/explanations:** None

**7. MWBE Officer has reviewed the recommended firm's proposal for meeting MWBE and Workforce goals.**

MWBE Officer Initials: *SMD*

Date: 1/23/2023

**BULL'S HEAD REVITALIZATION (RFP issued Oct. 24, 2022)****Consultanting Firm Name:**

ARCADIS

Baptiste Engineering, D.P.C.

Barton &amp; Loguidice, D.P.C.

Bergmann Architects, Engineers &amp; Planners

C&amp;S Engineers, Inc.

CHA Consulting, Inc.

Clark Patterson Lee (CPL)

DiDonato Associates

Environmental Design and Research, P.C.

Erdman Anthony and Associates, Inc.

Fisher Associates, P.E., LS, LA, DPC

Greeman-Pedersen, Inc.

Hunt Engineers, Architects, Land Surveyors &amp; Landscape Architect D.P.C.

LaBella Associates, D.P.C.

Larsen Engineers

LiRo Engineers, Inc.

Lu Engineers Civil &amp; Environmental

Marathon Engineering

Marques &amp; Associates, P.C. Land Surveying and Engineering

MRB Group Engineers, Architects, Surveyors, PC

Passero Associates, PC

Popli Design Group

Prudent Engineering, LLP

Ravi Engineering and Land Surveying, PC

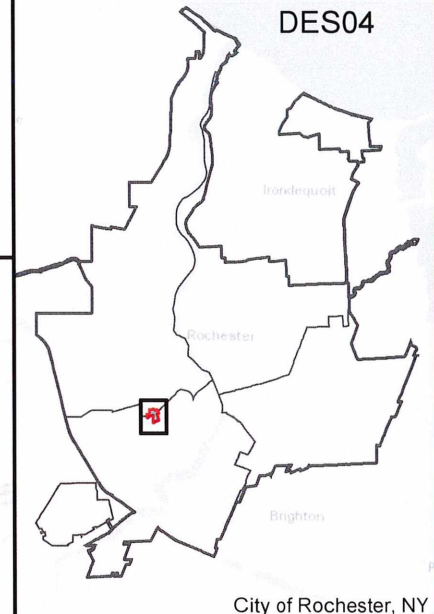
Stantec Consulting Services, Inc.

T.Y. Lin International

Wendel Companies





# Bull's Head Revitalization Project

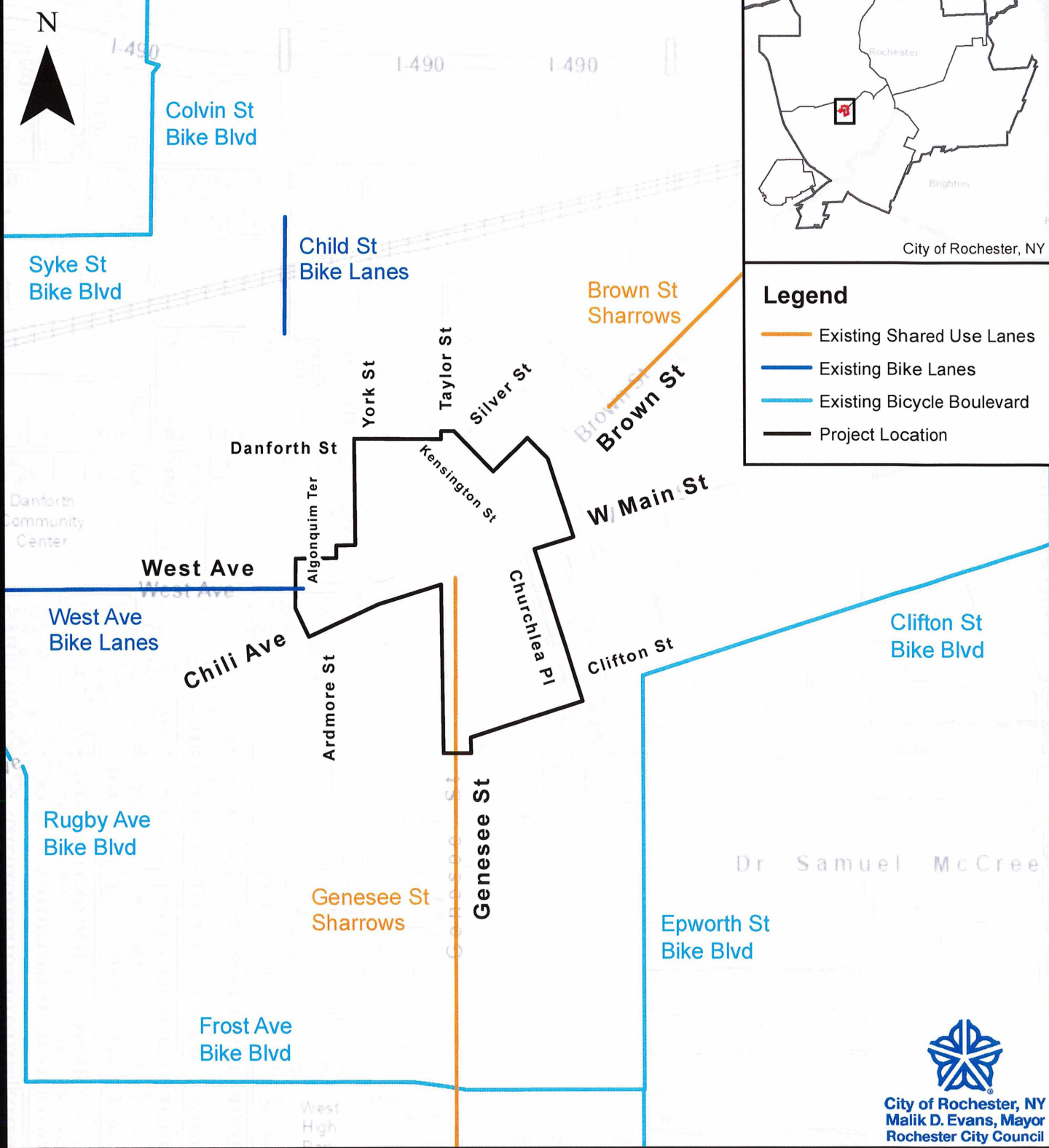
DES04



City of Rochester, NY

## Legend

-  Existing Shared Use Lanes
-  Existing Bike Lanes
-  Existing Bicycle Boulevard
-  Project Location



City of Rochester, NY  
 Malik D. Evans, Mayor  
 Rochester City Council

**Authorizing agreements for a Bull's Head Revitalization Project**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement with Erdman, Anthony and Associates, Inc. to provide preliminary engineering design services for a Bull's Head Revitalization Project which shall include a combination of new street construction, pavement reconstruction and rehabilitation, street milling and resurfacing, realignment of intersecting streets, curbs, sidewalks, street lighting improvements, water main installation, water services and hydrants, sewer main extensions, catch basins, manholes, adjustment of utility appurtenances, landscaping, the evaluation of additional bicycle facilities and/or various other improvements in the Bull's Head neighborhood (collectively, the Project). The maximum compensation for the agreement shall be \$750,000, which shall be funded in the amounts of \$20,000 from 2019-20 Cash Capital and \$730,000 from 2021-22 Cash Capital. The term of the agreement shall extend to 6 months after final acceptance of the Project.

Section 2. The Mayor is hereby authorized to enter into an agreement with the New York State Department of Transportation to participate in and administer a portion of the right-of-way incidental services for the Project. The maximum compensation for the agreement shall be \$7,000, which shall be funded in the amounts of \$6,100 from 2020-21 Cash Capital and \$900 from 2021-22 Cash Capital. The term of the agreement shall extend to 6 months after final acceptance of the Project.

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

Section 4. This ordinance shall take effect immediately.



## INTRODUCTORY NO.

74

Resolution No.

**Resolution authorizing the implementation, and funding in the first instance of 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds for the Bull's Head Revitalization project**

WHEREAS, a Project for Bull's Head Revitalization identified as PIN 4CR019 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% federal funds and 20% non-federal funds;

WHEREAS, the City of Rochester desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering design, and ROW incidentals.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Rochester as follows:

THAT the Council hereby approves the above-subject Project;

THAT the Council hereby authorizes the City of Rochester to pay in the first instance 100% of the non-federal share of the cost of preliminary engineering design, and ROW incidentals works for the Project or portions thereof;

THAT the sum of \$757,000 is hereby appropriated pursuant to Ordinance No. 2023-\_\_ [Clerk's staff to fill in ordinance number issued to docket item DES#4a if it passes on March 21] and made available to cover the cost of participation in the above phase of the Project;

THAT, in the event the full federal and non-federal share costs of the Project exceeds the amount appropriated above, the Council of the City of Rochester shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Engineer thereof;

THAT the Mayor of the City of Rochester be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Rochester with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefor that are not so eligible;

THAT a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and



THAT this Resolution shall take effect immediately.



**City of Rochester**

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

**PARKS & PUBLIC WORKS  
INTRODUCTORY NO.**

**75, 76**

**Malik D. Evans  
Mayor**

DES05

February 28, 2023

TO THE COUNCIL

Ladies and Gentlemen:

Re: Dewey Avenue and Emerson Street  
Improvement Project

Council Priority: Jobs and Economic Development

Comprehensive Plan 2034 Initiative Area:  
Sustaining Green & Active Systems

Transmitted herewith for your approval is legislation related to the Dewey Avenue and Emerson Street Improvement Project. This legislation will:

1. Establish \$550,000 as maximum compensation for a professional services agreement with Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C. (Joseph Dopico, CEO, 280 East Broad Street, Rochester, New York) for preliminary engineering design services related to the project. The cost of the agreement will be funded from 2021-22 Cash Capital.
2. Establish \$6,000 as maximum compensation for an agreement with the New York Department of Transportation (NYSDOT) to participate in and administer a portion of the right-of-way (ROW) incidental services for the Project. The cost of the agreement will be funded from 2022-23 Cash Capital; and,
3. Approve a resolution, in a form that is required by NYSDOT, that will confirm the City's prior authorizations of the Project, commit the City to pay for the State-funded portion of the Project in the first instance before seeking reimbursement from the State, and, if applicable, commit the City Council to meet promptly to consider appropriating money to make up any cost overruns; and,

This is a Federal Aid project administered by the City under agreement with NYSDOT. Preliminary design is locally funded. Final design, ROW, construction and construction inspection services will be partially federally funded.

The project includes, but is not limited to, pavement reconstruction, intersection realignment, curbs, sidewalks, curb ramps, catch basins, street lighting, signal upgrades, signage, water anodes, hydrants, adjustment and repair of manholes, catch basins, water valve castings, and other various improvements as funding allows. The addition of bicycle facilities and curb bump-outs will be evaluated during preliminary design. These improvements will enhance traffic safety and efficiency, improve the surface drainage and riding quality of the roadway, improve accessibility, and enhance the streetscape.

This section of Dewey Avenue was last reconstructed in approximately 1955 with a major rehabilitation in 1983. This section of Emerson Street was last reconstructed in 1944.

Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C. was selected to provide preliminary engineering design services through a request for proposals



process from the NYSDOT list of pre-approved regional engineering firms, which is described in the attached summary.

Design services will begin in April 2023. Final design services and the ROW acquisition phase are anticipated to begin in spring of 2024. Construction is anticipated to begin in spring 2026.

The agreement shall extend a term of six (6) months after final acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'M. Evans', with a long horizontal flourish extending to the right.

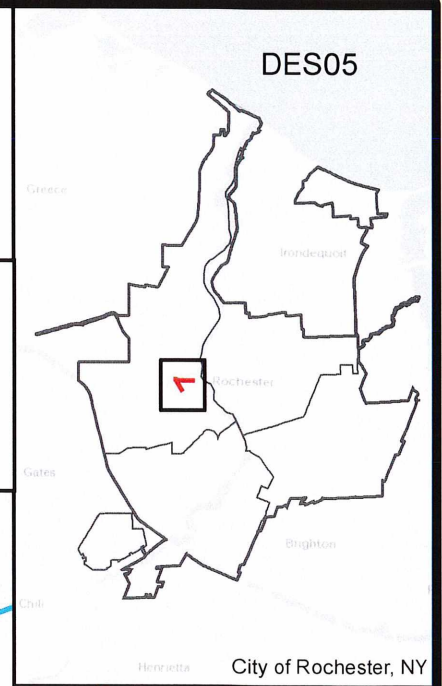
Malik D. Evans  
Mayor

Company Name
Barton & Loguidice, D.P.C.
Bergmann Architects, Engineers & Planners
C&S Engineers, Inc.
CHA Consulting, Inc.
Clark Patterson Lee (CPL)
DiDonato Associates
Erdman Anthony and Associates, Inc.
Fisher Associates, P.E., LS, LA, DPC
Greeman-Pedersen, Inc.
LaBella Associates, D.P.C.
Lu Engineers Civil & Environmental
Popli Design Group
Ravi Engineering and Land Surveying, PC
Stantec Consulting Services, Inc.
T.Y. Lin International

# Dewey Avenue and Emerson Street Reconstruction and Realignment Project

Dewey Avenue - Felix St to Locust St  
Emerson Street - Sherman St to Fulton Ave

DES05



**Legend**

- Existing Bike Lanes
- Existing Bicycle Boulevard
- Project Location

Finch St  
Bike Blvd

Tacoma St  
Bike Blvd

Glendale Park  
Bike Blvd

Dewey Ave  
Bike Lanes

Emerson St  
INTERSECTION  
REALIGNMENT

EMERSON STREET

DEWEY  
AVENUE

Fulton Ave  
Bike Blvd

N Plymouth Ave  
Bike Blvd

Lyll Ave  
Bike Lanes



City of Rochester, NY  
Malik D. Evans, Mayor  
Rochester City Council



### Vendor / Consultant Selection Process Summary

**Department:** DES/Bureau of Architecture and Engineering  
**Project / Service Sought:** Dewey Avenue and Emerson Street Reconstruction Project  
**Consultant Selected:** Bergmann Associates  
**Method of selection:** Request for Proposal

1. **Date RFP** (and posted on the City web site): **December 5, 2022**

2. **The RFP / RFQ was also sent directly to:** The New York State Department of Transportation list of pre-approved Regional Engineering Firms – Region 4 LDSA list (see attached)

**3. Proposals were received from**

<u>FIRM</u>	<u>City/State/Zip Code</u>
Bergmann Associates	Rochester, NY, 14604
CHA Consulting, Inc	Rochester, NY, 14614
CPL	Rochester, NY, 14604
Erdman Anthony	Rochester, NY, 14620
Fisher Associates	Rochester, NY, 14620
LaBella Associates	Rochester, NY, 14614
Lu Engineers	Rochester, NY, 14604

**4. Evaluation criteria**

<u>Criteria</u>	<u>Weighting</u>	<u>Points possible</u>	<u>Points received</u>
Firm Qualifications	10%	10	7.3
Technical Proposal	40%	40	30.0
Project Team Qualifications	50%	50	<u>36.2</u>
<b>TOTAL =</b>		<b>100</b>	<b>73.5</b>

**Bonus**

Not Applicable – LDSA

**TOTAL POINTS = 73.5**

5. **Review team included staff from:** DES Architecture & Engineering, 5

6. **Additional considerations/explanations:** The selected Consultant was ranked in the top 3 firms by all members of the review team.

7. **MWBE Officer has reviewed the recommended firm's proposal for MWBE and Workforce goals.** MWBE Officer Initials: SMD Date: 1/26/2023

INTRODUCTORY NO.

75

Ordinance No.

**Authorizing agreements for Dewey Avenue and Emerson Street Improvement Project**

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

Section 1. The Mayor is hereby authorized to enter into an a professional services agreement with Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C. to provide preliminary engineering design services for the Dewey Avenue and Emerson Street Improvement Project (the Project). The maximum compensation for the agreement shall be \$550,000, which shall be funded from 2021-22 Cash Capital. The term of the agreement shall extend to 6 months after final acceptance of the Project.

Section 2. The Mayor is hereby authorized to enter into an agreement with the New York State Department of Transportation to participate in and administer a portion of the right-of-way incidental services for the Project. The maximum compensation for the agreement shall be \$6,000, which shall be funded from 2022-23 Cash Capital. The term of the agreement shall extend to 6 months after final acceptance of the Project.

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

Section 4. This ordinance shall take effect immediately.

## INTRODUCTORY NO.

76

Resolution No.

**Resolution authorizing the implementation, and funding in the first instance of 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds for the Dewey Ave and Emerson Street Reconstruction project**

WHEREAS, a Project for Dewey Ave and Emerson Street Reconstruction identified as PIN 4CRO.20 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80 % Federal funds and 20% non-federal funds;

WHEREAS, the City of Rochester desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering design, and ROW incidentals.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Rochester as follows:

THAT the Council hereby approves the above-subject Project;

THAT the Council hereby authorizes the City of Rochester to pay in the first instance 100% of the non-federal share of the cost of preliminary engineering design, and ROW incidentals works for the Project or portions thereof;

THAT the sum of \$556,000 is hereby appropriated pursuant to Ordinance No. 2023-\_\_\_ [Clerk's staff to fill in ordinance number issued to docket item DES#5a if it passes on March 21] and made available to cover the cost of participation in the above phase of the Project;

THAT, in the event the full federal and non-federal share costs of the Project exceeds the amount appropriated above, the Council of the City of Rochester shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Engineer thereof;

THAT the Mayor of the City of Rochester be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the City of Rochester with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefor that are not so eligible;

THAT a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and

THAT this Resolution shall take effect immediately.





**City of Rochester**

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

**PARKS & PUBLIC WORKS  
INTRODUCTORY NO.**

77, 78, 79, 80

**Malik D. Evans**  
Mayor

DES06

February 28, 2023

TO THE COUNCIL

Ladies and Gentlemen:

Re: Farmington Road and Wyand Crescent  
Rehabilitation Project

Council Priority: Jobs and Economic Development

Comprehensive Plan 2034 Initiative Area:  
Sustaining Green and Active Systems

Transmitted herewith for your approval is legislation related to the Farmington Road and Wyand Crescent Rehabilitation Project. This legislation will:

1. Authorize the issuance of street bonds totaling \$2,950,000 and the appropriation of the proceeds thereof to finance the street portion of the construction and Resident Project Representation (RPR) services for the project; and,
2. Authorize the issuance of water bonds totaling \$223,000 and the appropriation of the proceeds thereof to finance the water portion of the construction and RPR services for the project; and,
3. Establish \$550,000 as maximum compensation for a professional services agreement with Vanguard Engineering, P.C. (Joseph Ardieta, CEO, 241 Castlebar Road, Rochester, New York) for RPR services for the project. The cost of the agreement will be funded from the sources outlined in the chart on the following page; and,
4. Authorize changes in pavement width on Farmington Road as follows: an increase in pavement width of 9.5 feet, from 26 feet to 35.5 feet, beginning approximately 58.5 feet east of the east curb line of Wyand Crescent and continuing approximately 444 feet eastward.

No additional right-of-way is required to accommodate the pavement width changes.

The project will include, but is not limited to pavement reconstruction, new curb, spot sidewalk replacement, curb ramp upgrades, new driveway aprons, street lighting improvements, signage, new water services, and adjustment and/or repair of manholes, catch basins, and water valve castings. The project also includes the installation of speed humps on both streets. These improvements will enhance the surface drainage and riding quality of the roadway, improve ADA accessibility, and expand the useful life of the pavement structure.

A public informational meeting was held on August 3, 2022. A copy of the meeting minutes is attached. The pavement width changes were endorsed by the Traffic Control Board on December 21, 2022.

The project was designed by the City of Rochester Bureau of Architecture and Engineering Street Design Division with design support from Joseph C. Lu Engineering, PC through the Civil Engineering Professional Term Services Agreement.





Vanguard Engineering, P.C. was selected for RPR Services through a Request for Proposal process, which is described in the attached summary.

Bids for construction were received on January 31, 2023. The apparent low bid of \$2,780,000 was submitted by Nardozzi Paving & Construction LLC (James J.A. Nardozzi, President, 124 N. Genesee St, Geneva, New York).

The project will be funded as follows:

Construction is anticipated to begin in spring 2023 with substantial completion anticipated in fall

Source of Funds	Material Testing	Design	Construction	Street Lighting	RPR	Contingency	Total
Bonds authorized herein	0	0	2,283,555.18	87,800	463,450	115,194.82	\$2,950,000
Water bonds authorized herein	0	0	182,147.39	0	31,750	9,102.61	\$223,000
Prior Years Cash Capital	0	38,000	0	0	0	0	\$38,000
2015-16 Cash Capital	0	18,312.67	0	0	0	0	\$18,312.67
2016-17 Cash Capital	9,753	0	0	0	0	0	\$9,753
2017-18 Cash Capital	0	3,471.33	0	0	0	0	\$3,471.33
2018-19 Cash Capital	0	22,648	0	0	0	0	\$22,648
2022-23 Cash Capital	0	0	0	9,200	54,800	0	\$64,000
Pure Waters Reimbursement appropriated Ordinance No. TBD (February 2023 Council)	0	0	314,297.43	0	0	15,000	\$329,297.43
<b>Total</b>	<b>\$9,753</b>	<b>\$82,432</b>	<b>\$2,780,000</b>	<b>\$97,000</b>	<b>\$550,000</b>	<b>\$139,297.43</b>	<b>\$3,658,482.43</b>

2023. The construction of the project will result in the creation and/or retention of the equivalent of 38.8 full-time jobs.

The term of the agreement shall extend until three (3) months after the completion of the two (2) year guarantee inspection of the project.

A public hearing on the pavement width changes is required.

Respectfully submitted,



Malik D. Evans  
Mayor

### Vendor / Consultant Selection Process Summary

**Department:** ENVIRONMENTAL SERVICES

**Project / Service Title:** FARMINGTON ROAD & WYAND CRESCENT REHABILITATION  
/ RPR SERVICES

**Consultant Selected:** VANGUARD ENGINEERING, P.C.

**Method of selection:**  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:** DECEMBER 29, 2022

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

Arcadis	Rochester, NY 14604
Barton & Loguidice, DPC	Rochester, NY 14614
Bergmann Associates	Rochester, NY 14604
C&S Companies	Rochester, NY 14614
CHA Consulting, Inc.	Rochester, NY 14614
Clark Patterson Lee (CPL)	Rochester, NY 14604
DiDonato Associates	Buffalo, NY 14203
Erdman Anthony	Rochester, NY 14620
Fisher Associates	Rochester, NY 14607
Greenman-Pedersen, Inc. (GPI)	Rochester, NY 14604
Hunt Engineers, DPC	Rochester, NY 14614
Kubit Engineering, PLLC	Tonawanda, NY 14120
LaBella Associates, DPC	Rochester, NY 14614
LaLand Baptiste, LLC	Rochester, NY 14614
Liro Engineers	Rochester, NY 14614
Joseph C. Lu Engineers, PC	Rochester, NY 14604
Passero Associates	Rochester, NY 14614
Popli Design Group	Penfield, NY 14526
Prudent Engineering, LLP	Rochester, NY 14614
Ravi Engineering & LS, PC	Rochester, NY 14618
Stantec Consulting Services	Rochester, NY 14614
T.Y. Lin International	Rochester, NY 14604
Vanguard Engineering, PC	Rochester, NY 14608

**3. Proposals were received from:**

CHA Consulting, Inc.	Rochester, NY 14614
Clark Patterson Lee (CPL)	Rochester, NY 14604
Erdman Anthony	Rochester, NY 14620
Fisher Associates	Rochester, NY 14607
LaBella Associates, DPC	Rochester, NY 14614
Liro Engineers	Rochester, NY 14614
Vanguard Engineering, PC	Rochester, NY 14608

**4. Evaluation criteria**

<u>Criteria</u>	<u>Weighting Points possible</u>	<u>Points received by FIRM</u>
Firm Qualifications	10.00	9.40
Team Qualifications	50.00	39.80
Technical Proposal	40.00	20.40
<b>SUBTOTAL (TT)</b>	<b>100</b>	<b>69.60 ~ 70</b>

**Bonus Points**

City business: (+10% of total)	7.00
Prime is an MWBE: (+10% of total)	7.00
Prime uses 10% - 20% MWBE subs (+5% of total)	0.00
Prime uses 20%+ MWBE subs (+10% of total)	7.00
<u>Workforce goals for M &amp; W met (+10% of total)</u>	<u>7.00</u>
<b>BONUS POINTS SUBTOTAL (BP)</b>	<b>28.00</b>

<b>TOTAL POINTS RECEIVED by the Firm: TT + BP =</b>	<b>97.60 ~ 98</b>
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**5. Review team included staff from:** DES / Construction (4), DES / Street Design (1)

**6. Additional considerations / explanations:** None

**7. MWBE Officer has reviewed the recommended firm's proposal for MWBE and Workforce goals.**

MWBE Officer Initials: *SMD*

Date: 1/26/2023

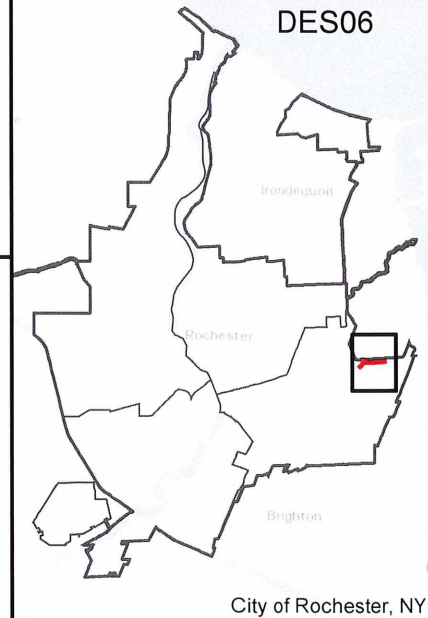
Form date 1/4/19

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# FARMINGTON ROAD AND WYAND CRESENT





Farmington Road - Wyand Cr to N Winton Rd  
Wyand Crescent - Merchants Rd to City Line

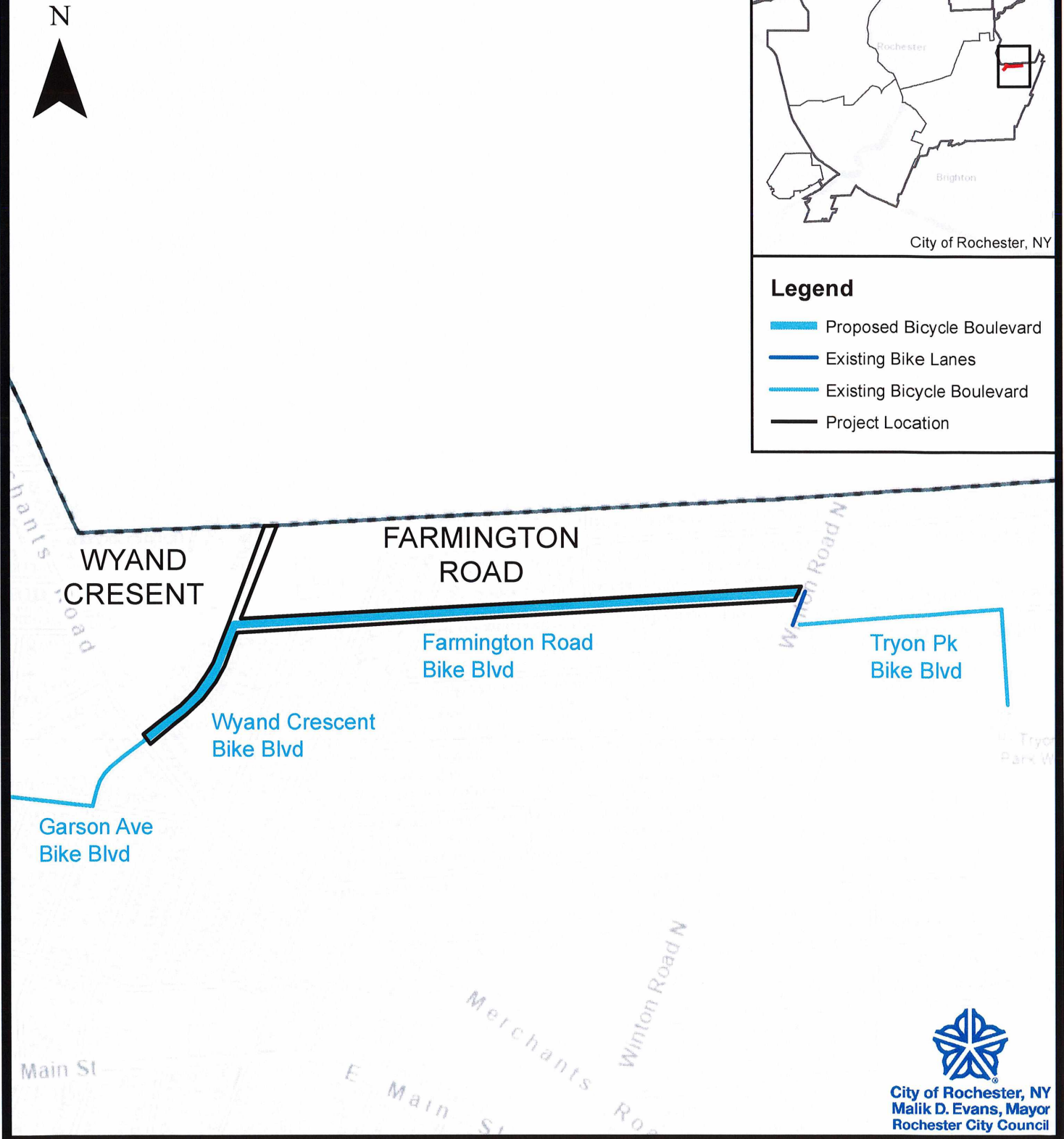
DES06



City of Rochester, NY

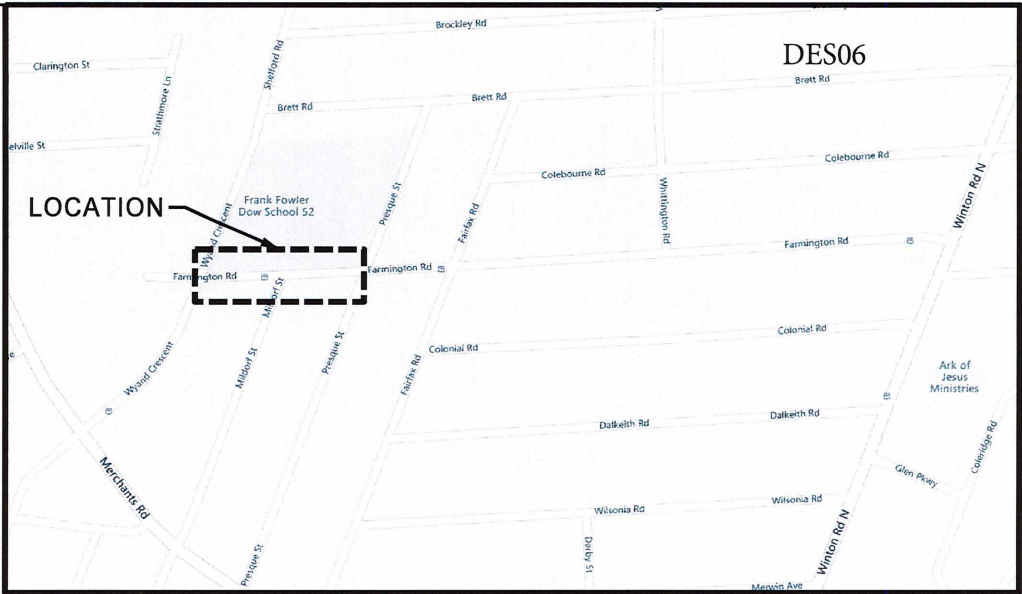
## Legend

-  Proposed Bicycle Boulevard
-  Existing Bike Lanes
-  Existing Bicycle Boulevard
-  Project Location

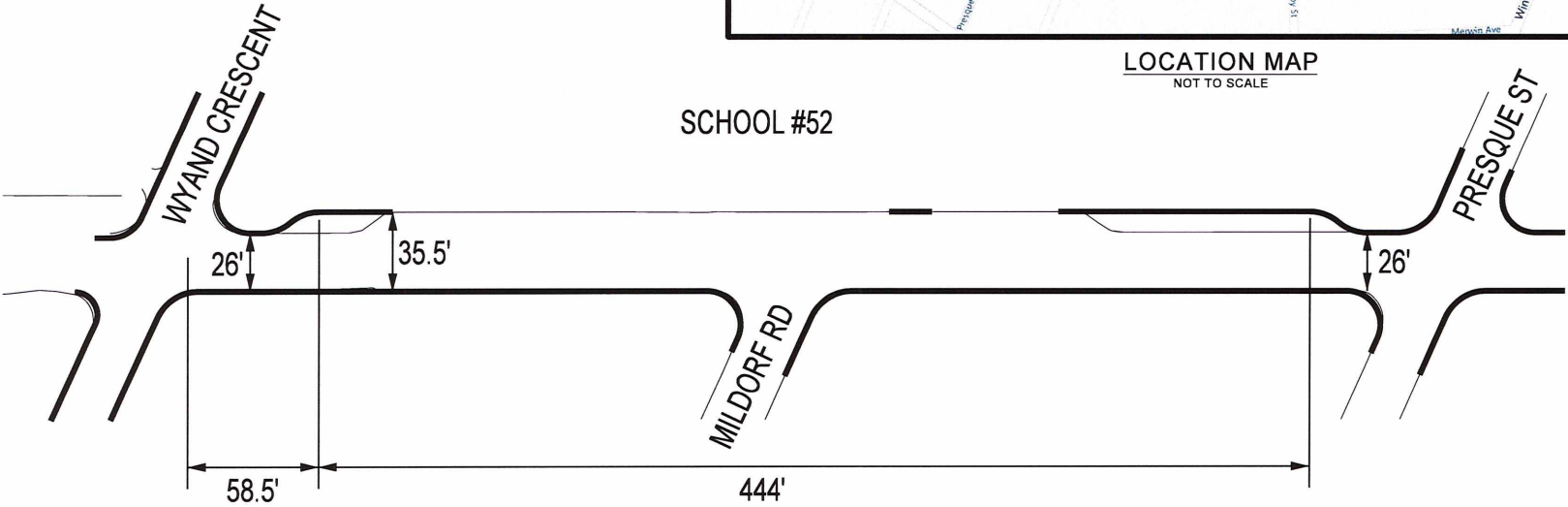


City of Rochester, NY  
Malik D. Evans, Mayor  
Rochester City Council





LOCATION MAP  
NOT TO SCALE



**FARMINGTON ROAD**  
 PAVEMENT WIDTH CHANGES  
 2022  
 SOUTHEAST QUADRANT



## **Farmington Road and Wyand Crescent Rehabilitation**

### **Public Informational Meeting Minutes**

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**Meeting Date:** Wednesday, August 3, 2022

**Time:** 5:30 p.m.

**Location:** Zoom Video Webinar

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#### **PURPOSE & PROJECT DESCRIPTION**

The purpose of the meeting was to explain to the residents the street rehabilitation project planned for Farmington Road from Wyand Crescent to Winton Road and Wyand Crescent from Merchants Road to City Line.

Improvements include full pavement reconstruction and/or pavement milling and resurfacing with spot base repair, new granite curbs, spot sidewalk replacement, curb ramp upgrades, new driveway aprons, signage and pavement markings, new water services, adjustment and/or repairs of manholes, receiving basins, and water valve castings, minor street lighting upgrades and minor utility impacts. Speed humps will be replaced on both streets.

#### **PUBLIC PRESENTATION**

Phoenix Howell opened the meeting with introductions and presented the proposed improvements with a PowerPoint presentation.

#### **CONSTRUCTION SCHEDULE**

The anticipated project schedule was communicated as:

Final design plans	December 2022
Street construction	Spring 2023
Construction completion	Fall 2023

#### **PROJECT CONTACTS**

It was communicated that a project webpage exists on the City's website and that the Presentation, Agenda and Meeting Minutes will be available. The project webpage will be regularly updated to keep the residents informed of the project details and schedule.

Phoenix encouraged attendees to contact her either by her office phone or email with any questions and concerns.

#### **QUESTIONS AND CONCERNS**

The meeting was opened for questions, comments, and/or concerns. The questions and answers below are paraphrased from the Zoom Video Webinar recording.

- Q1: Nicholas Barr (296 Farmington Rd): There is a drainage inlet in the middle of the driveway. How are these handled?
- A: Catch basins are relocated outside of driveway aprons when possible.
- Q2: Julie Ulrich (269 Farmington Rd): My driveway connects to the driveway next to mine. Will that be maintained?
- A: Yes, that is considered a shared driveway and will remain the same.
- Q3: Julie Ulrich (269 Farmington Rd): The painted on the speed humps installed wore off extremely quickly. Is this the standard paint or because the road construction was coming?
- A: Another material was used during that installation that wasn't as durable we have since changed the material to a thermoplastic.
- Q4: Kelvin Knight (S.E. NSC Administrator): How will the business get notified of the changes? Often times the building owner gets notified and how do the business owners (at the store front) get notified?
- A: Our public meeting notifications are sent to property owners and also residents (including all tenants). We also contact Neighborhood Business Associations.
- Q5: Kelvin Knight (S.E. NSC Administrator): There is no Neighborhood Business Association for this area. If it's possible to get the business (store fronts) notified because the property owners sometimes lives outside the area and doesn't pass on the message.
- A: Thank you. That is good to know.
- Q6: Kelvin Knight (S.E. NSC Administrator): How do residents have access to their driveways during construction? Is there temporary access with wooden planks put across the driveway?
- A: The contractor will either put down stone to ramp up to the driveway or put down a metal plate. Driveway access will be limited when the apron is under construction. Residents may not have access for a day or two.
- Q7: Kelvin Knight (S.E. NSC Administrator): Large parties will not be allowed on the street during construction because there is no street for people to park on. Will that be the expectation that no one parks on the street during this construction period?
- A: Yes, parking may be restricted. Construction will be phased to one side of the street at a time. Pedestrian access is kept open on one side of the street at all times. The contractor will phase the work, therefore, the entire road will not be torn up at once. All residents will be notified once construction starts and when access will be limited to their driveway.
- Q8: Kelvin Knight (S.E. NSC Administrator): Business people say, "Why didn't you tell me construction was going to occur?" It's noted that construction is for the whole street and businesses will have to plan for that.



A: Thank you, Kelvin.

Q9: Nicholas & Diana Barr (296 Farmington Rd): We are wondering if the speed humps are as high as they were meant to be because I usually go 5 mph over the speed hump and if I go 10 or 15 mph it ends up damaging the front of my car. My car has been broken twice. We are wondering if the speed humps will be kept the same size or made smaller?

A: The City made edits to the speed hump detail and it was raised up to become more effective at calming traffic. The speed humps will be re-installed per the City's standard. The speed humps were installed due to the bike boulevards on both Farmington Rd and Wyand Crescent. Additionally, the City's speed hump standards meet the national guidelines. A number of City ordinances were passed for the Bike Boulevard speed hump installations.

Q10: Elizabeth Ingman (36 Wyand Crescent): About the speed humps and the height of them. We have a speed hump next door to us and people hit that and I'm afraid we're going to be hit in our front yard with them losing control with how hard they hit these bumps, because they are so high. The speed humps do not stop or slow down a great deal of people. They are a hazard. I've picked up more debris from these than ever before. And it is a hazard and I don't know why they were put in. Based on City guidance on the website, installation of speed humps need to be petitioned or need to have approval from all of the neighbors on the street.

A: Typically, speed humps are installed by request by the residents with 75% of residents petitioning to install speed humps. Residents did not request speed humps on these roads. The installation of bike boulevards is what drove the installation of the speed humps. Since the speed humps will be rebuilt the height can be adjusted so vehicles can go over them faster. We don't have exact measurements on each speed hump that was installed although our speed study showed there is a significant change in traffic speeds, therefore, the speed humps are working.

Q11: Elizabeth Ingman (36 Wyand Crescent): What are bike boulevards?

A: Bike Boulevards are pavement marking that indicate bikes and vehicles should share the road.

Q12: Elizabeth Ingman (36 Wyand Crescent): Why doesn't Winton Road have speed humps?

A: The candidate street must be classified as a Local street in the Federal Highway Administration's Functional Classification System. The purpose of the speed hump program is to discourage through traffic and speeding on local streets. Accordingly speed humps will not be permitted on any dead end, Collector, Minor Arterial, or Principal Arterial streets.

Q13: Elizabeth Ingman (36 Wyand Crescent): The volume of traffic on this street is no different than Winton Road. Farmington Road is a cut-thru between Merchants Road or Main St to Empire Blvd. It's the only cut-thru. Unfortunately the speed humps do not do



anything. Vehicles are still traveling 50 mph. It wasn't an issue before and I'm very surprised that it is now because at 10 o'clock and 11 o'clock at night you hear these huge crashes because the people are hitting the speed bump. And as the previous gentleman said, you can go 5 mph, 10 mph, you're going to bottom out. There is a very large concern with this besides the noise they make because again this street is a very busy street. Every box truck, every construction truck, every trailer, anything that goes over these it's massively disturbing to all of the neighbors. I don't understand why they were put in or at least given an option to oppose them.

A: If the residents feel the speed humps are not what they want or need in their neighborhood, then the same process applies as the installation of speed humps. If the residents wanted to get together a petition that would show 75% in support of the removal of the speed humps, then I encourage you to do that. It's the same procedure whether we're installing or removing the speed humps the City needs 75% support from the residents. The petition should be submitted to the City as soon as possible so alternate designs can be investigated to help reduce speeds. The petition must have every signatory to provide a method of contact.

Q14: Elizabeth Ingman (36 Wyand Crescent): I'm still confused on why they went in because of approval.

A: A City project installed bike boulevards and in conjunction with the bike boulevards the speed humps were installed. These are traffic calming measures that are being implemented throughout the City. Obviously, there are other ways to calming traffic depending on the geometrics of the roadway. Sometimes we can implement other traffic calming measures and other times we can't. I appreciate and understand your concerns. I suggest is that if you don't want speed humps on this road then submit the petition to the City. The petition should be submitted to the City as soon as possible so alternate designs can be investigated to help reduce speeds. The petition must have every signatory to provide a method of contact.

Q15: Elizabeth Ingman (36 Wyand Crescent): Are the speed humps moving or changing location?

A: We are in preliminary design and will space them out based on engineering criteria. Speed humps are sometimes placed over underground utilities but surface appurtenances such as manholes and water valves are avoided.

Q16: Elizabeth Ingman (36 Wyand Crescent): So if there is one there now it may be moved.

A: It may be moved.

Q17: Julie Ulrich (269 Farmington Rd): In regards to speed humps, how do we know if they were put in too high? Is there a way we can find out if they were installed per standards?

A: The speed humps were checked after construction and they met the criteria.

Q18: Julie Ulrich (269 Farmington Rd): Is there a standard for the placement of the speed hump signs? The sign on Farmington Road seems to be quite a distance from the speed

hump. Where can we see the standards that the City has for speed humps, the signage, and the height?

A: Go to the City webpage and type in the search "Public Works Construction Documents" for all the construction details.

Q19: Mary Coffey (Co-chair of North Winton Village): I want them to know where they can get support. I drove down the street and I'd suggest they go back and re-measure the speed humps. I thought I was in a movie and thought was going to go flying. There are one or two that are kind of off even though your construction person assured you, I think you should go back and do some measuring. Here is my cell phone 585-259-5529. I suggest (to the attendees) that if something is not a good quality of life then to organize and let us know how we can help you. I didn't hear the whole presentation, Phoenix, so if you don't mind if I call you and talk to you about what was preceded before I got online.

A: Absolutely. I encourage anyone to give me call. More than happy to discuss the project or any of your concerns with you.

Q20: Kelvin Knight (S.E. NSC Administrator): I'm Kelvin Knight and I'm the administrator here at the S.E. Neighborhood Service Center in Village Gate and I represent the southeast area. My questions are from my experience with previous public meetings. Will this recording will be available on the project webpage for others to listen to?

A: Typically we only post meeting minutes.

Q21: Kelvin Knight (S.E. NSC Administrator): Are questions and answers part of the meeting minutes?

A: Yes.

Q22: Mary Coffey (Co-chair of North Winton Village): Are you starting to get petitions about the speed humps?

A: The petition should be organized by a resident or a group of residents. The petition should be submitted to the City as soon as possible so alternate designs can be investigated to help reduce speeds. The petition must have every signatory to provide a method of contact.

Q23: Mary Coffey (Co-chair of North Winton Village): I think they should start a petition to get a feel for the whole neighborhood. Maybe some people want them. It's always the majority holds.

A: Correct.

Q24: Katie McIntosh (187 Farmington Rd): The speed humps seem excessively high. I've tired multiple different cars but can't take any car greater than 15 mph over them and I know they are supposed to slow traffic but that seems excessive. With a lower car you are mounting the speed humps. The signage is not great either.

A: There were studies that were completed before and after the speed humps installation. Before speed hump were installed, 19% of drivers were over the speed limit 85% of the

speed was 31 mph. After speed hump were installed, only 1% were over the speed limit and the 85 percentile of the speed went down to 23 mph. So that does tells us that the speed humps are working to slow traffic.

Q25: Mary Coffey (Co-chair of North Winton Village): Is extra money given to the City if they put these speed humps in?

A: Not sure what you're asking.

Q26: Mary Coffey (Co-chair of North Winton Village): To put in bike lanes, is there a financial incentive to the City to put bicycle lanes in? A financial incentive?

A: Not that I'm aware of.

Q27: Kelvin Knight (S.E. NSC Administrator): The federal government is giving money to repair some of the roads and part of their package they want to try incentivize alternate transportation methods including bicycling. So they usually have a requirement to put in a bicycle lane with any new construction funds used from the federal government. That's been true across several other projects going through my neighborhood, such as, East Main and North Goodman.

Mary Coffey (Co-chair of North Winton Village): Does it means all new streets that are reconstructed will have bicycle amenities? I've hit some in this neighborhood that are unbelievable. This has to be checked. Is this being done all over the City?

Kelvin Knight (S.E. NSC Administrator): I can't talk in absolutes but it's very likely.

Mary Coffey (Co-chair of North Winton Village): Same in the suburbs?

Kelvin Knight (S.E. NSC Administrator): We don't deal with the suburbs because we're in the City.

Mary Coffey (Co-chair of North Winton Village): But government is government.

Kelvin Knight (S.E. NSC Administrator): Right, but I can't tell you what money they are using in the suburbs.

Mary Coffey (Co-chair of North Winton Village): There is only two, state or federal. So suburbs and City are all under the same.

A: All community are looking at multi-modal forms of transportation, so whether that's walking, riding your bike or taking a bus, we want to have equitable transportation systems for City residents.

Q28: Mary Coffey (Co-chair of North Winton Village): We understand equitable transportation systems for City residents but also have to consider residents' quality of life. If these speed humps are causing chaos and are uncomfortable, then we have to look into that. The first step is to make sure the speed humps were installed correctly.

A: Yes, we will do that.

Q29: Mary Coffey (Co-chair of North Winton Village): A petition could stop the re-installation of the speed humps?



- A: A petition could stop the reinstallation of the speed humps. The City would continue to investigate some alternatives to help reduce speeds if the petition to remove the speed humps is submitted.
- Q30: Julie Ulrich (269 Farmington Rd): If my tree, I know it's the City's but I consider it mine, is in danger of being taken down, will I be notified first?
- A: Yes. Letters were already mailed to residents where trees are slated for removal. Removals will be replaced with a new tree and the City has 4 different tree species that the resident can pick from.
- Q31: Julie Ulrich (269 Farmington Rd): My neighbor had a large tree removal that was dying or dead. Will they get a new tree?
- A: If one was taken down then we would plant a new tree.
- Q32: David Loughner (311 Farmington Rd): I concur with what everyone else is saying. What are bike boulevards? I'd like to know the pros and cons and what we're arguing for and against. Is it just paint on the street that has a picture of a bicycle? Are they doing anything else or is that in concert with the speed humps that makes a street a bike boulevard?
- A: A bike boulevard is a pavement marking showing a bicyclist and arrows.
- Q33: David Loughner (311 Farmington Rd): Do speed humps need to be there because of the bike boulevards? So curious whether it's serving any function. I don't know if these measures change how anyone rides their bicycle. Maybe people are misinformed on what the point of them are.
- A: Because bike boulevards are sharing the roadway with vehicles the speed humps help to calm that traffic so sharing can occur. One doesn't dictate the other but they work in conjunction.
- Q34: Elizabeth Ingman (36 Wyand Crescent): Who designates these roads to be a bike boulevard?
- A: We have a planner on staff that determines the bike boulevards. Bicycle Boulevards were developed from the Rochester Bicycle Master Plan. Additional information may be obtained here: [City of Rochester | Bicycle Boulevards Plan](#).
- Q35: Mary Coffey (Co-chair of North Winton Village): The citizens should have the decision on whether they want a bike street.
- Kelvin Knight (S.E. NSC Administrator): To add practicality to it, federal monies are available to make improvements.
- Elizabeth Ingman (36 Wyand Crescent): I understand it federal government that we are utilizing money for the improvements and I'd love the improvements and I don't mind the markings of the bike. I have no problem with carrying the bikes on the street. That's a given. It was only 31 mph that was the average speed limit that was over the speed limit. What is the speed limit?



- A: The speed limit is 30 mph in the City.
- Q36: Elizabeth Ingman (36 Wyand Crescent): So the average was only 1 mph over the 30 mph to incur putting the speed humps in. I'm sorry, these are a big issue on this street.
- A: I think more of the point is that 19% were shown as speeding.
- Q37: Elizabeth Ingman (36 Wyand Crescent): How about the signage on Winton Rd that say, "Hey, you're hitting this speed limit." If I look at previous studies done, they really do work a whole lot more because someone say, "Oh, I didn't know I was going that fast." Instead of going down the street and thinking they are going slow enough to go over the speed humps and lose control and go sideways. Because people that hit these are only going 25 mph and you would not believe what happens. Especially if you try to shovel a driveway and you're near that road. Forget it. You can't mow the lawn, you can't do anything past the sidewalk. Even on the sidewalk I worry about it. I mean it's not safe. They are a hazard. I would much rather than putting those in to putting signage that says, "Hey, look at what you're doing." Because to me that would make better reference because you're thinking you're only doing 25 or 30 and if you're doing 35 you'll say wait a minute. Especially because of the school district. Everyone knows there are kids here. And I think that would be a better thing for everybody because it would be a lot quieter with all the trailers and the trucks. And I'm not just talking construction trucks because of the RGE work. I'm talk about everyday box trucks, everyday trucks that go from Main to Merchants or deliveries that are being made or going to the school with the school buses and RTS buses and the speed humps. I think the signage would be better than the humps.
- Mary Coffey (Co-chair of North Winton Village): Yes, it's dangerous.
- A: Understood. I'll be discussing all these concerns with my manager and colleagues so we can effectively address these issues.
- Q38: Mary Coffey (Co-chair of North Winton Village): How many mature trees will be taken down?
- A: Believe there are four (4) trees to be removed on Wyand Crescent.
- Q39: David Loughner (311 Farmington Rd): I would concur on the speed hump issue. I guess what has gotten people on the wrong foot with it is they were put in this past late fall and the paint come off within one (1) week. The road is in a state of disrepair and they blend into the road. For the first six (6) months I was just slamming into these things. And heard it all night long along the road. I think these got started on the wrong foot. But I agree they seem to be a bit much.
- Q40: Julie Ulrich (269 Farmington Rd): I want to put a positive to the speed humps. I live next to two (2) young children and I notice there are a lot more young children on our street on Farmington and I have noticed a decrease in speed. I think a huge problem is the signage and the markings, because I hit them too especially during the dawn and the dusk when there are shadows from the trees. They are a little high but maybe going

forward the City can look at the height. Not necessarily eliminate them totally in general throughout the City but the signing and markings need to be much more durable.

A: This will all be addressed with the reconstruction with new signage and making sure the signage is in the appropriate place. We changed the pavement markings material for the speed humps to a thermoplastic which is much more durable. So some of these issues will be resolved.

Q41: Kelvin Knight (S.E. NSC Administrator): Can we look at the link page for the project?

A: Our project webpage will contain information for residents to review. The graphics and PowerPoint presentation are not posted to the webpage until after the public meeting. Typically, we allow 5 days for the preparation of meeting minutes. The meeting minutes will be posted to the webpage along with the questions and responses.

Q42: Mary Coffey (Co-chair of North Winton Village): Landscaping and trees and are very important to the residents of North Winton Village.

A: Letters went out to the residents that will have trees removed in front of their homes. A new tree will be planted in its place.

Q43: Mary Coffey (Co-chair of North Winton Village): It's very sad to take a mature tree down. It's thousands of dollars and will take years and years to grow again. Can take 15 years to get to where it was. If there is anyway it can be avoided it would be good.

A: The City removes public trees due to:

- Public Safety: when a hazard constitutes removal of more than 50 percent of the live crown or when the structural integrity of the tree is undermined to the point that it is susceptible to wind fall.

- Urban Forest Health: when tree disease significantly threatens the health of other city trees.

- Fiscal Management: when tree maintenance practices exceed the value of the tree or maintenance will not prolong the tree's life beyond five years.

Q44: Kelvin Knight (S.E. NSC Administrator): Has everyone taken a picture of the link? Think we can wrap it up because most of the questions have been asked and the minutes will be available at this link.

A: Yes.

### **CONCLUSION**

Phoenix summarized the meeting by noting that all concerns were heard and that the biggest concern are the speed humps. How loud and dangerous they are, whether they were installed properly, the position of the signage, and the pavement markings on the speed humps. These are all great comments that we really look to the residents to provide this information so that we can address it and make sure when the project is constructed that it meets everyone's expectations to the best of our abilities.

It was reiterated that if something comes up that you think about after the meeting to please reach out to Phoenix Howell at [Phoenix.Howell@cityofrochester.gov](mailto:Phoenix.Howell@cityofrochester.gov) or 585-428-6284.

There were no further questions, comments or concerns. The meeting was adjourned at 6:30 p.m.

All statements are known to be accurate. Any significant deviations to these meeting minutes should be provided to Phoenix Howell for editing and redistribution.

Respectfully submitted,

Phoenix Howell  
Project Manager/Street Design

Participants:

Nicholas and Diane Barr  
Mary Coffey  
Elizabeth Ingman  
Kelvin Knight  
David Loughner  
Katie McIntosh  
Julie Ulrich

Encl: Meeting Notice, Powerpoint Presentation

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## INTRODUCTORY NO.

77

Ordinance No.

**Bond Ordinance of the City of Rochester, New York authorizing the issuance of \$2,950,000 Bonds of said City to finance the Farmington Road and Wyand Crescent Rehabilitation Project**

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

Section 1. The City of Rochester, in the County of Monroe, New York (herein called "City"), is hereby authorized to finance a portion of the cost of the Farmington Road and Wyand Crescent Rehabilitation Project that includes pavement reconstruction, new curb, spot sidewalk replacement, curb ramp upgrades, new driveway aprons, street lighting improvements, signage and adjustment and/or repair of manholes and catch basins (the "Project"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$3,431,482.43. The plan of financing includes the issuance of \$2,950,000 bonds of the City, which amount is hereby appropriated for the Project, \$38,000 in Prior Years' Cash Capital, \$18,312.67 in 2015-16 Cash Capital, \$9,753 in 2016-17 Cash Capital, \$3,471.33 in 2017-18 Cash Capital, \$22,648 in 2018-19 Cash Capital, \$60,000 in 2022-23 Cash Capital, \$329,297.43 in anticipated Monroe County Pure Waters reimbursements authorized in Ordinance No. 2023-44 for sewer work associated with street improvement projects and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the City in the principal amount of \$2,950,000 are hereby authorized to be issued pursuant to the Constitution and laws of the State of New York, including the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), this Ordinance, and other proceedings and determinations related thereto.

Section 3. The City intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the City, pursuant to this Ordinance, in the amount of \$2,950,000. This Ordinance is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The period of probable usefulness of said class of objects or purposes described in Section 1 of this Ordinance, within the limitations of 11.00 a. 20(c) of the Law, is fifteen (15) years.

Section 5. Each of the bonds authorized by this Ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be general obligations of the City, payable as to both



principal and interest by an ad valorem tax upon all the taxable real property within the City without limitation as to rate or amount. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this Ordinance and of said Law, and pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of Sections 50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the City Council relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, and relative to providing for substantially level or declining debt service, prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, as well as to executing agreements for credit enhancement, are hereby delegated to the Director of Finance, as the Chief Fiscal Officer of the City.

Section 7. The validity of the bonds authorized by this Ordinance and of any notes issued in anticipation of the sale of said bonds may be contested only if:

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

(b) the provisions of law which should be complied with at the date of the publication of such Ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty (20) days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This Ordinance shall take effect immediately, and the City Clerk is hereby authorized and directed to publish a summary of the foregoing Ordinance, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in "The Daily Record," a newspaper published in Rochester, New York, having a general circulation in the City and hereby designated the official newspaper of said City for such publication.

INTRODUCTORY NO.

78

Ordinance No.

**Bond Ordinance of the City of Rochester, New York authorizing the issuance of \$223,000 Bonds of said City to finance water service improvements associated with the Farmington Road and Wyand Crescent Rehabilitation Project**

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

Section 1. The City of Rochester, in the County of Monroe, New York (herein called "City"), is hereby authorized to finance a portion of the cost of water service improvements, including valve box adjustments, relocating fire hydrants and replacing approximately 31 lead service connections, associated with the Farmington Road and Wyand Crescent Rehabilitation Project (the "Project"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$227,000. The plan of financing includes the issuance of \$223,000 bonds of the City, which amount is hereby appropriated for the Project, \$4,000 in 2022-23 Cash Capital and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the City in the principal amount of \$223,000 are hereby authorized to be issued pursuant to the Constitution and laws of the State of New York, including the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), this Ordinance, and other proceedings and determinations related thereto.

Section 3. The City intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the City, pursuant to this Ordinance, in the amount of \$223,000. This Ordinance is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.

Section 4. The period of probable usefulness of said class of objects or purposes described in Section 1 of this Ordinance, within the limitations of 11.00 a. 1. of the Law, is forty (40) years.

Section 5. Each of the bonds authorized by this Ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be general obligations of the City, payable as to both principal and interest by an ad valorem tax upon all the taxable real property within the City without limitation as to rate or amount. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption



of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this Ordinance and of said Law, and pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of Sections 50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the City Council relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, and relative to providing for substantially level or declining debt service, prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, as well as to executing agreements for credit enhancement, are hereby delegated to the Director of Finance, as the Chief Fiscal Officer of the City.

Section 7. The validity of the bonds authorized by this Ordinance and of any notes issued in anticipation of the sale of said bonds may be contested only if:

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

(b) the provisions of law which should be complied with at the date of the publication of such Ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty (20) days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This Ordinance shall take effect immediately, and the City Clerk is hereby authorized and directed to publish a summary of the foregoing Ordinance, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in "The Daily Record," a newspaper published in Rochester, New York, having a general circulation in the City and hereby designated the official newspaper of said City for such publication.

INTRODUCTORY NO.

79

Ordinance No.

**Authorizing an agreement for the Farmington Road and Wyand Crescent Rehabilitation Project**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement with Vanguard Engineering, PC to provide Resident Project Representation services for the Farmington Road and Wyand Crescent Rehabilitation Project (Project). The term of the agreement shall continue to three months following completion of a two-year guarantee inspection of the Project. The maximum compensation for the agreement shall be \$550,000, which shall be funded in the amounts of \$463,450 from the proceeds of street bonds appropriated in a concurrent ordinance, \$31,750 from the proceeds of water bonds appropriated in a concurrent ordinance, and \$54,800 in 2022-23 Cash Capital.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.



**Authorizing an alteration of pavement width relating to the Farmington Road and Wyand Crescent Rehabilitation Project**

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

Section 1. Council hereby approves the following pavement width change to Farmington Road as part of the Farmington Road and Wyand Crescent Rehabilitation Project: an increase of 9.5 feet, from 26 feet to 35.5 feet, beginning approximately 58.5 feet east of the east curb line of Wyand Crescent and continuing approximately 444 feet eastward.

Section 2. The pavement width change authorized herein shall be made in accordance with plans and specifications approved by the City Engineer, who may make reasonable modifications.

Section 3. This ordinance shall take effect immediately.



**PARKS & PUBLIC WORKS  
INTRODUCTORY NO.**

81

DES07

February 28, 2023

TO THE COUNCIL

Ladies and Gentlemen:

Re: God's Vision Ministry (GVM) Church  
Official Map Amendment –  
Partial Abandonment of Harvey Alley

Council Priority: Reinforcing Strong Neighborhoods

Transmitted herewith for your approval is legislation related to the partial abandonment of Harvey Alley located adjacent to 671 Hudson Avenue and 685 Hudson Avenue. This legislation will amend the Official Map by abandoning the most eastern portion of Harvey Alley, beginning at Hudson Avenue right-of-way (ROW) continuing west 100'.

The proposed abandoned ROW will be utilized to provide safe access to God's Vision Ministry (GVM) Church Community Campus by incorporating it with their adjacent properties located 671 Hudson Avenue and 685 Hudson Avenue.

This portion of Harvey Alley is owned in fee. Upon abandonment, the ROW becomes a parcel that will require purchase by the developer, God's Vision Ministry (GVM) Church, from the City of Rochester. The 1,600 Square Foot parcel created by the abandonment shall be sold to the applicant, God's Vision Ministries, Inc. (Burnice B. Green Sr, Pastor, 694 Hudson Ave, Rochester NY) for \$1,350.00. The market value of the property was established by an independent appraisal prepared by Bruckner, Tillet, Rossi, Cahill & Associates in January 2023.

The abandonment shall take effect upon the compliance by the applicant with the recommendations and conditions established by the City Planning Commission and the Department of Environmental Services as applicable. The City Planning Commission, at its January 30, 2023 meeting recommended approval of Harvey Alley partial abandonment by a vote of 6-0-0. Minutes of that meeting, along with the application, are attached. The partial abandonment of Harvey Alley was endorsed by the Traffic Control Board on December 21, 2022.

A public hearing is required.

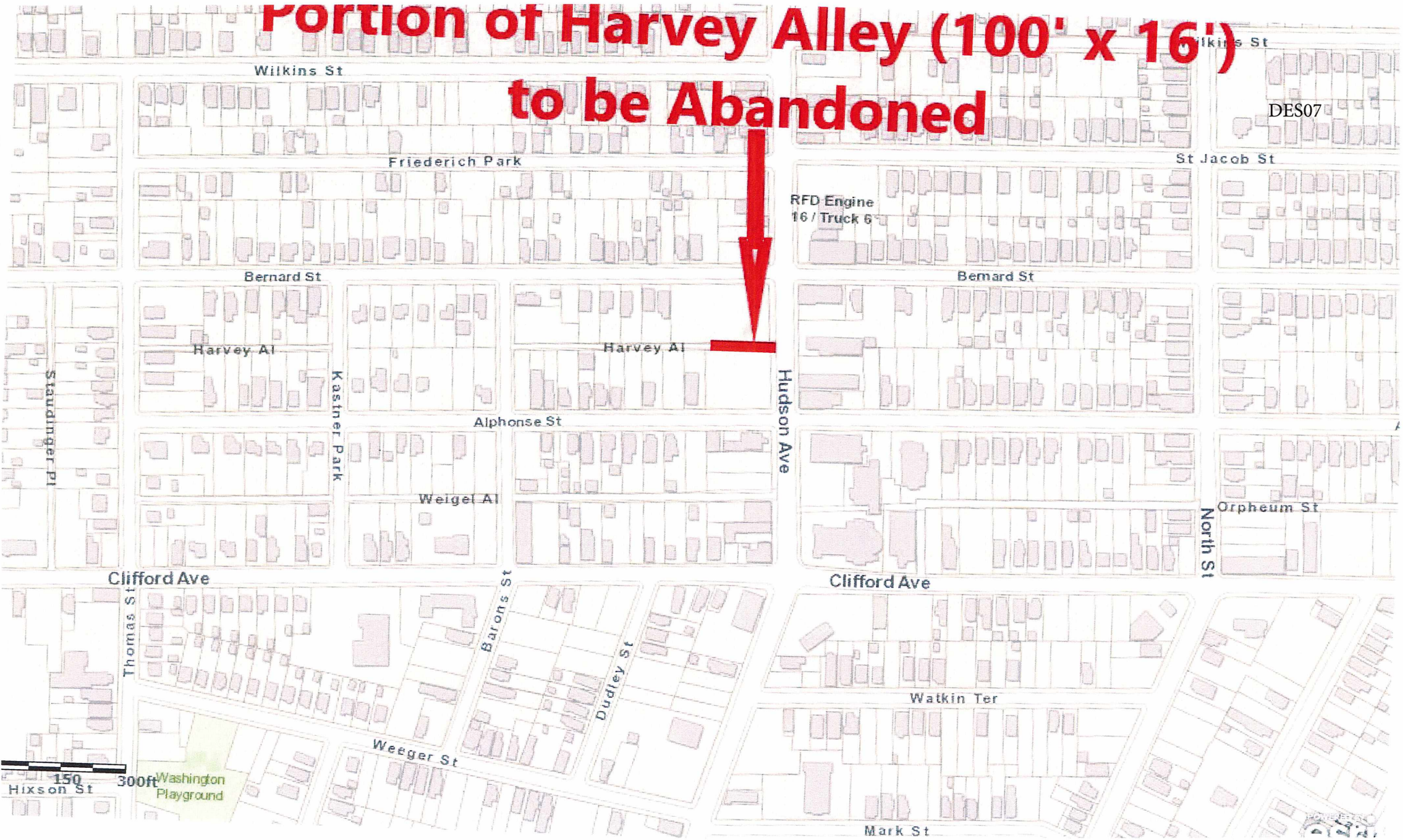
Respectfully submitted,

Malik D. Evans  
Mayor





**Portion of Harvey Alley (100' x 16')  
to be Abandoned**



150  
300ft  
Hixson St

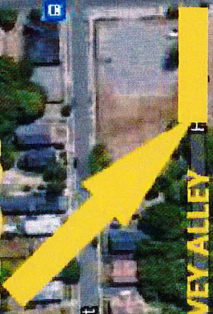
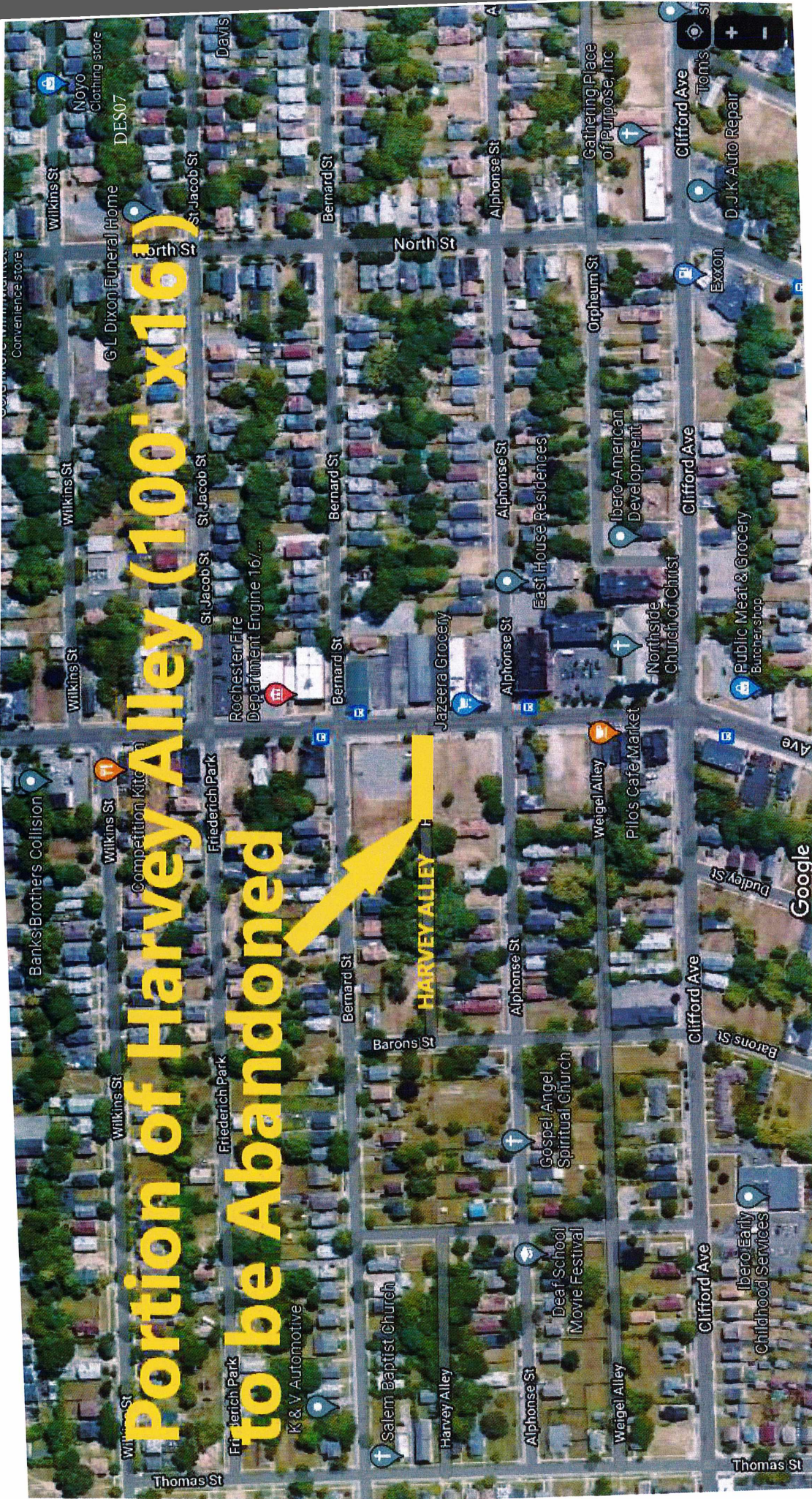
Washington  
Playground

DES07





# Portion of Harvey Alley (100' x 16') to be Abandoned



HARVEY ALLEY



# DES 07



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 100. 5' High MU Architectural Fence, Typ.

This description is for the most eastern segment of the Harvey Alley, beginning at western Hudson Ave R.O.W. running in a straight line 100 feet westerly. The width (R.O.W.) of Harvey Alley is 16 feet. The total area of the abandonment segment of the Harvey Alley is Sixteen hundred square feet (1,600 SF=16 feet x 100 feet)  
 Beginning at northeast corner of the 671 Hudson Ave. (SBL: 106.33-1-2-12.001), thence along the northerly property line of the said 671 Hudson Ave. parcel in a straight line One Hundred feet (100') toward the northwestern corner of the 671 Hudson Ave., then straight line northward Sixteen feet(16') to the south property line of 685 Hudson Ave. parcel (SBL: 106.25-1-76.003), thence in a straight line One Hundred feet (100') along the southern property line thereof to the southeasterly corner of the property at 685 Hudson Ave., thence southward Sixteen feet(16') to the northeastern corner of 671 Hudson Ave. (the point of beginning).

Project  
**GVM Church Community Development**  
 671 Hudson Ave.  
 Rochester, NY 14621  
 Owner  
**God's Vision Ministry (GVM) Church**  
 671 Hudson Ave.  
 Rochester, NY 14621  
 Architect  
**GRH**  
 Architecture, Engineering & Construction  
 333 Glen Haven Road  
 Rochester, New York 14609  
 Tel: (585) 739-6000  
 Email: grh@rochester.rr.com  
 Consultant



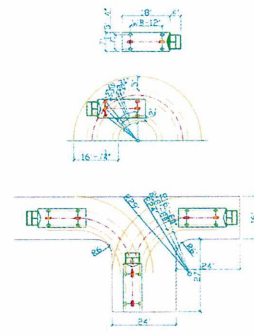
- Abandonment Area Description:
- The properties of 657, 671 and 685 Hudson Ave. are owned by GVM Church. GVM Church is requesting that the Harvey Alley which separates the two lots indicated above, be designated as a Dead End Alley and the segment between the 685 and 671 be sold to the GVM Church. This will provide GVM the opportunity to further develop the GVM Community Campus, incorporating the future Church Building at 671 Hudson Ave.
  - The requested Abandonment Segment of Harvey Alley is 16x100=1,600 SF.
  - This stretch/segment of Harvey Alley runs Westward 100 ft from the Northeast corner of Lot 671 Hudson Ave., then it runs 16 ft Northward to the south property line of 685 Hudson Ave., then it runs Eastward 100 ft to the Southeast property Corner of 685 Hudson Ave., then it runs southward 16 ft to the Northeast corner of Lot 671 Hudson Ave.

Revisions:

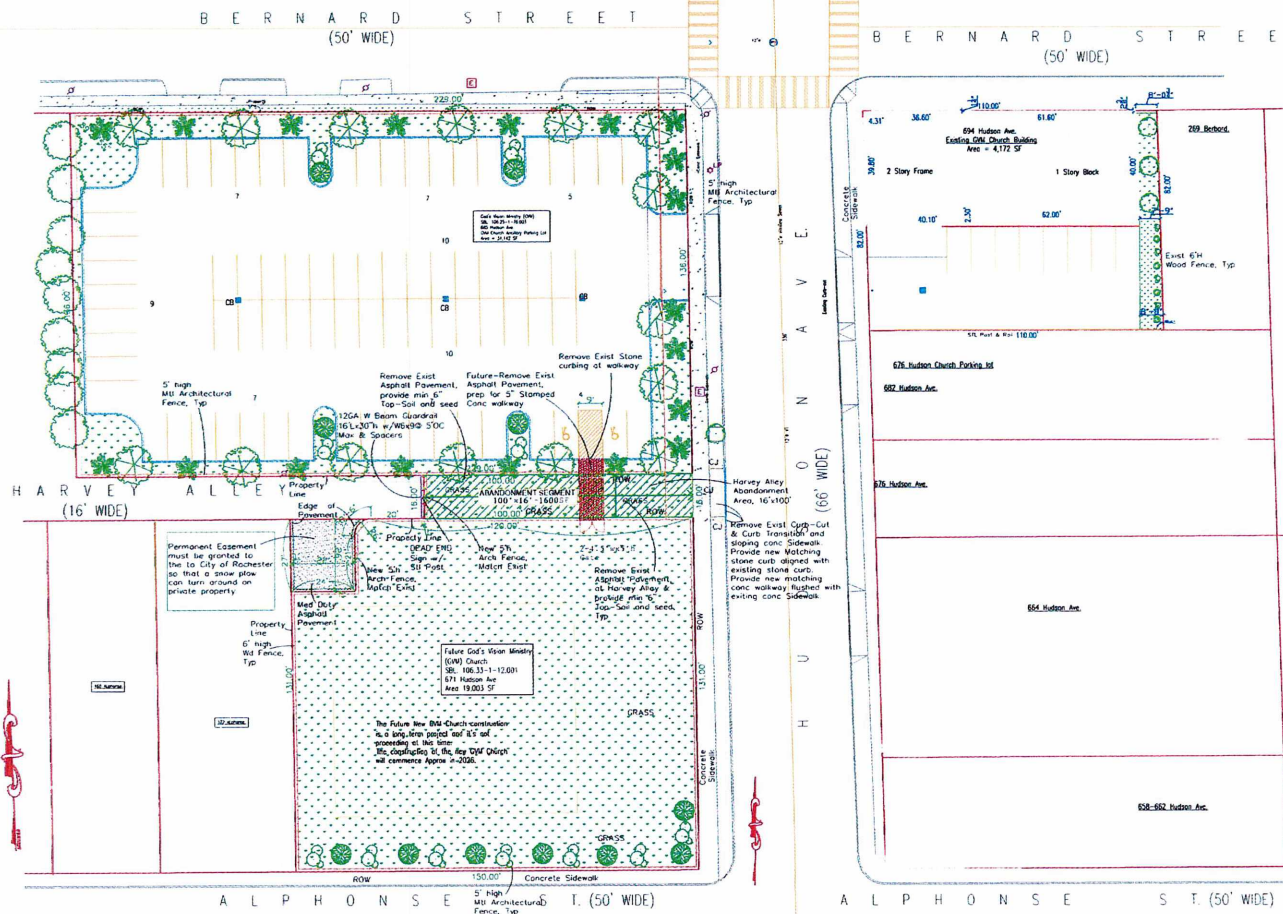
Rev.	Description	By	Date
1	Abandonment	RF1	9/17/22

Warning: Unauthorized Use, Alterations, Additions, Deletions, Changes and/or Reproductions of this drawing is a violation of the New York State Education Law, Article 145, Section 7209.  
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Sheet Title  
**Master Site Plan**  
 Project Manager: RHJ  
 Project Architect: RHJ  
 Drawn by: RHJ  
 Checked by: RHJ  
 Date Issued: 12-12-22  
 Project No: 1919018  
 Scale: 1" = 20'  
 Drawing Number:  
**S-1** 1 of 1



Plow Truck-Turning Radius



**CITY PLANNING COMMISSION INFORMATIONAL MEETING  
MEETING MINUTES (01/31/23)  
ZONING MAP AMENDMENT**

**OMA-003-22-23**

**Page 1**

**APPLICANT:** City of Rochester, City Engineer

**PURPOSE:** To abandon the most eastern segment of Harvey Alley (100' from west of Hudson Ave ROW and 16' wide).

**APPLICANT AND/OR REPRESENTATIVE PRESENTATION:**

**Applicant's Representative:**

Good afternoon my name is Reza Hourmanesh, I'm working with God's Vision Ministries Church to procure this 100 x 16' portion of Harvey Alley. The main reason that we are going through this process; before I go forward I want to thank DES, I wanted to thank Building and Zoning Department specifically Bre'Asia Griffin she has been most helpful, so just before I go forward I want to thank all of the people that has helped us with this issue.

The reason that we are obtaining this piece of parcel, is that the God's Vision Ministries owns 685 to the North of Harvey Alley which has been designed and includes about 66 parking spaces that are used for the present Church. They also obtained a parcel located at 671 Hudson Avenue so there are two parcels that they own and then this alley is in between. So that is the purpose of this process: to obtain that and marry the parcels together and create one campus.

685 Parking lot will be kept as is and as far as 671 is concerned they are planning to put a new church there, approximately 90 feet by 90 feet which is 8100 s/f which is not shown here but we show the outline of where the building will be located.

Based on DES recommendation in order to close this end, we did a turn around so if a plow needed to back up and or turnaround. At the end we are putting some rails, in case there is an issue no one will hit the fence of the church.

Between the South of 685 and North of 671 there is a 5' architectural fence, those fences will be removed too close the Alley at Hudson. We are going to utilize architectural fence which is painted black, 5' high to close that and also close it at the Western end. Later on, when we build a new church then we will have access to the parking so that people can come directly where the church will be located. Total area is about 1600 s/f that we are purchasing from the City.

**QUESTIONS FROM COMMISSION MEMBERS AND APPLICANT'S RESPONSE:**

**Commissioner Watson:**

I have a question; I think you did mention it briefly and I am not sure if its what I heard. The abandonment piece where Harvey St continues will there be a fence or barricade to keep people from driving up onto your property?



**Applicant's representative:** Yes, there will be fence on north and south side of Harvey Alley, where the turnaround is. We would put it right at the end, a rail basically bar rail that prevents any car or something from hitting the fence that belongs to the church. So there is a barricade sort of, it's a rail with steel post that are set solid and set into the ground so in case a plow slides and hit it, it won't damage the church fence which is about 1 foot away from that.

**Commissioner Watson:** I think that answers my question, so if there are barriers there then people coming from the West on Harvey street won't be able to get through they would turn-a-round somehow.

**Applicants representative:** Yes, sir if they come from the west we provided a turnaround about 24' x 27' so they can turn around, go forward, come back up then go out. I guess DES calls it a hammer.

**Commissioner Watson:** Thank you Sir, any more questions?

**Commissioner :** Can you speak more about the turn around, who's obligation would be to pave that and who's property is that going on?

**Applicant's Representative:** The area that is going to be basically given an easement to the City in order to come in turn around on the church's property. Right now I believe the church is going to be responsible to pave that area. And Harvey Alley itself is already paved but it is pretty narrow even though it's a 16' driveway it is probably 12' or 13' due to minor grass on each side. Sometimes it is used a lot for drug dealing, where they run through it to exit at least that is the information I've gotten about how alleys are being used. This will help the church also marry the two lots together, safer for people to come across.

**Commissioner Watson:** Any other questions for the applicant?

#### **PUBLIC TESTIMONY:**

**Commissioner Watson:** Thank you Sir, at this time is there anyone who would like to speak in favor of this application to please step forward. Please provide your name and current mailing address.

**Pastor, Gods Vision Ministry:** Good evening, Burnice Green my current mailing address is 44 Jay Creek, Hilton, NY. I am the pastor of the Church there at Gods Vision Ministry and just to say a few words Reza explained what we want to do. Just to add that the area that has a very high traffic volume, stolen cars flying through there a lot and as a church community we do a lot of pickup in the area.

We are constantly picking up things like drugs, needles and things alike throughout that area. We are trying to keep this area safe, not only for the community but also for our church family that is there quite a bit as well. So, I do not want to go over what Reza just went over but just to address some of the safety issues we went over, marrying those properties would be really nice for the church to deal with some of the safety issues that we face consistently throughout the year.

**Commissioner Watson:** Thank you sir, is there anyone else that would like to speak in favor of this application please step forward?

**DES Assistant Permit Coordinator:** Hi Good evening, my name is Bre'Asia Griffin in DES PERMITS Assistant Permit Coordinator in Room 225b, City Hall. I just want to speak on the agency review, RGE Frontier and Time Warner Cable they all have easements that they are requesting for this area. The applicant would be required to get easements. From our stand point, DES right of way permit office, the applicant is to close the existing opening to Hudson Avenue, install full height curb along that to prevent cars from coming onto there, also the sidewalk will be continuous.

The Monroe County Department of Transportation, they're going to remove the Harvey Alley signs and install the 'dead end' signs at the end of Harvey Alley. This was endorsed by The Traffic Control Board on December 21, 2022 and Harvey Alley is owned in fees so as Reza stated when its abandoned the applicant will have to purchase that from the City of Rochester. So there's no objections from us. Thank you.

**Commissioner Watson:** Thank you, is there anyone else that would like to speak in favor of this application please step forward?

**City Council, Mike Patterson:** Mike Patterson 1547 N. Goodman Street Rochester, NY City Councilmen for the Northeast district. I had a chance to meet with Dr. Green on this project recommendation earlier the church is thoroughly in favor of it. The last thing we need are more alleys open for foolishness in Northeast. I am happy to see that we are looking to abandon this portion so that the Church will take advantage of it and build out. Totally in favor.

**Commissioner Watson:** Thank you Sir, anyone else in favor of this application please step forward? No one? Is there anyone in opposition of this proposal please step forward?

**Dan Van Nort:**

Hello, Dan Van Nort 5665 Running Brooke Dr Farmington, NY, I am the owner of 146 Alphonse Street I don't have any driveway, I have 4 parking spaces located on the Alley. Number 1 it will cut off access to Hudson Ave which is the main way I get there. And from earlier comments, yes there is an issue back there as far as drugs, prostitution as a matter of fact right where they want to put there dividing line to cut off Alley if you look right to the left hand side at the West side there is a mattress with drug paraphernalia there's used condoms around and if you close this off to a dead end, the more traffic you have down the street the more drug deals you will have.

I used to live on Lake Avenue and there were none in front of my house because I had lines on it. I understand it's an Alley way but you're only going to increase the problem so it's not going to be anything, you're going to have less police presence. The other thing is with the exception of this year for the last six years straight I've had to call and have the Alley way plowed. I understand it's an Alley way its left to last understandably but that is where my driveway is. And if it's a dead end its only going to get worse, and from the propositions of what the church wants to do well you're going to leave that area open why not add a cross walk with a sign that you see in a lot of other communities.

It's an alley way and I am sorry I visit there often, I understand it is a rental property but there's no stolen cars flying down, none that I've seen. I have tenants that look at the Alley way and they see the prostitution and the drug problems but using Alley ways to steal cars that's kind of in the movies. That's about it, I appreciate the Council's time.

**Commissioner Watson:** Well we're not the council but I'll take your appreciation. Is there anyone else who would like to speak in opposition? please step forward. Anyone else in opposition? Seeing none. The applicant has an opportunity to rebut or provide any additional information if you choose?

**Applicant's Representative:** My name is Reza Hourmanesh I am the one who helped the church to obtain this portion of the property. Even though the alley would become dead end, we intend on providing the turnaround at the end as a way to enter and a way to access the end and go out.

There are several houses on the west side portion of Harvey Alley which lack access from Alphonse St, correct. But they have access from the rear which is Harvey Alley but still the residents can come and go, and those homes are located mainly at the beginning of Joseph. I believe the next street over is Joseph Avenue and that's the street that they come in through and they can park and they'll have



to turn around to go back west or come to the east. So my research is based on my walk around, most of those homes are closer to the other street than they are to Hudson. All together this will be beneficial for the community and everyone else we provided the turnaround for drivers and a plow at the end of the road because it is 48' where a truck can go in back up and go out. The ones that are closer to this portion of Harvey Alley and Bernard or Alphonse they all have access from Alphonse or Bernard. The ones the gentlemen are speaking about is mainly at the other end which they can use the other end instead of Hudson.

**Commissioner:** I mean to ask this earlier I did not see the City Planning Commission notice posted anywhere on the property, either on any of the bollards around Harvey Alley or on the Church itself.

**Applicants Representative:** Yes, what happened there's usually when I go through this process with Building and Zoning and pay an application fee usually they give me something and I post it somehow it fell through the cracks, that's what happened. We went through the different process than normal and usually building and zoning gives us a board to put up that says there's a meeting coming up but I guess because we went through DES maybe things were a little bit different but I'll take the blame for it.

**Commissioner Watson:** Thank you Sir no other questions please, this case is closed.

**HEARING ENDS**

**CITY PLANNING COMMISSION  
RECOMMENDATION  
OFFICIAL MAP AMENDMENT**

**Re:** To amend the Official Map of the City of Rochester as follows: Abandonment of the eastern-most portion of Harvey Alley, beginning at Hudson Avenue ROW continuing west 100' (16' wide). The proposed abandoned area will provide safe access to God's Vision Ministry (GVM) Church Community Campus by allowing the re-subdivision of 671 Hudson Avenue, 685 Hudson Avenue, and the abandoned portion of the alley into a single parcel.

**Case No:** OMA-003-22-23

**Resolution:**

**RESOLVED**, the City Planning Commission **RECOMMENDS** approval of a request to amend the Official Map of the City of Rochester as follows: Abandonment of the eastern-most portion of Harvey Alley, beginning at Hudson Avenue ROW continuing west 100' (16' wide). The proposed abandoned area will provide safe access to God's Vision Ministry (GVM) Church Community Campus by allowing the re-subdivision of 671 Hudson Avenue, 685 Hudson Avenue, and the abandoned portion of the alley into a single parcel.

**Vote:** Motion Passes

**Action:** Recommend Approval

**Filing date:** November 15, 2021

**Record of Vote:** 6-0-0

**Record of Vote:**

David Watson, chair	Recommend Approval
Eugenio Marlin, vice-chair (motion)	Recommend Approval
Kimberly Harding (second)	Recommend Approval
Nicholas Carleton	Recommend Approval
Joan Roby-Davidson	Recommend Approval
Steve Rebholz, alternate	Recommend Approval

81

Ordinance No.

**Amending the Official Map by abandoning a segment of the Harvey Alley right-of-way**

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

Section 1. Chapter 76 of the Municipal Code, Official Map, as amended, is hereby further amended by changing and deleting therefrom the segment of Harvey Alley, heretofore dedicated to street purposes, that adjoins and extends 100 feet westward from Hudson Avenue. This amendment shall be contingent upon the City Engineer affirming the satisfaction of necessary conditions.

Section 2. This ordinance shall take effect immediately.



DES08

February 28, 2023

TO THE COUNCIL

Ladies and Gentlemen:

Re: 2023 Residential Curb Ramps Project  
(Beechwood Neighborhood)

Council Priority: Jobs and Economic Development

Comprehensive Plan 2034 Initiative Area:  
Sustaining Green and Active Systems

Transmitted herewith for your approval is legislation related to the 2023 Residential Curb Ramps Project. This legislation will:

1. Authorize the issuance of bonds totaling \$305,000 and the appropriation of the proceeds thereof to partially finance a portion of the construction for the project; and,
2. Establish \$225,000 as maximum compensation for a professional services agreement with CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (Todd M. Liebert, C.E.O, 100 South Clinton Avenue, Suite 700, Rochester, New York) for Resident Project Representation (RPR) services. The cost of the agreement will be funded from the sources outlined in the chart below.

The project will include, but is not limited to, new curb ramp installations and the installation of new catch basins and/or the adjustment or replacement of catch basin frames, grates, and other utility appurtenances within the work area.

The project was designed by the City of Rochester Bureau of Architecture and Engineering Street Design Division.

CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. was selected for RPR Services through a Request for Proposal process, which is described in the attached summary.

Bids for construction were received on January 10, 2023. The apparent low bid of \$1,486,900 was submitted by Millennium Construction, Inc. (Thomas P. Cefalu, CEO, Amherst, New York).

The project will be funded as follows:

Source of Funds	Construction	RPR	Contingency	Total
Bonds authorized herein	305,000	0	0	\$305,000
2013-14 Cash Capital	18,219.15	0	0	\$18,219.15
2017-18 Cash Capital	314,490.31	0	1,000	\$315,490.31





2018-19 Cash Capital	192,987.19	129,012.81	0	\$322,000
2019-20 Cash Capital	303,646.91	28,353.09	0	\$332,000
2022-23 Cash Capital	223,487.61	67,634.10	73,878.29	\$365,000
Pure Waters Reimbursement appropriated Ordinance No. 2020-108	43,000	0	0	\$43,000
Pure Waters Reimbursement appropriated Ordinance No. 2020-360	66,000	0	0	\$66,000
Pure Waters Reimbursement appropriated Ordinance No. 2021-085	2,068.83	0	6,000	\$8,068.83
Total	\$1,468,900	\$225,000	\$80,878.29	\$1,774,778.29

Construction is anticipated to begin in spring 2023 with substantial completion anticipated in fall 2023. The construction of the project will result in the creation and/or retention of the equivalent of 19.3 full-time jobs.

The term of the agreement shall extend until three (3) months after the completion of the two (2) year guarantee inspection of the project.

Respectfully submitted,

Malik D. Evans  
Mayor

### Vendor / Consultant Selection Process Summary

**Department** ENVIRONMENTAL SERVICES

**Project / Service Title:** 2023 RESIDENTIAL CURB RAMPS (BEECHWOOD)  
/ RPR SERVICES

**Consultant Selected:** CPL

**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:** DECEMBER 21, 2022

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

Arcadis	Rochester, NY 14604
Barton & Loguidice, DPC	Rochester, NY 14614
Bergmann Associates	Rochester, NY 14604
C&S Companies	Rochester, NY 14614
CHA Consulting, Inc.	Rochester, NY 14614
Clark Patterson Lee (CPL)	Rochester, NY 14604
DiDonato Associates	Buffalo, NY 14203
Erdman Anthony	Rochester, NY 14620
Fisher Associates	Rochester, NY 14607
Greenman-Pedersen, Inc. (GPI)	Rochester, NY 14604
Hunt Engineers, DPC	Rochester, NY 14614
Kubit Engineering, PLLC	Tonawanda, NY 14120
LaBella Associates, DPC	Rochester, NY 14614
LaLand Baptiste, LLC	Rochester, NY 14614
Liro Engineers	Rochester, NY 14614
Joseph C. Lu Engineers, PC	Rochester, NY 14604
Passero Associates	Rochester, NY 14614
Popli Design Group	Penfield, NY 14526
Prudent Engineering, LLP	Rochester, NY 14614
Ravi Engineering & LS, PC	Rochester, NY 14618
Stantec Consulting Services	Rochester, NY 14614
T.Y. Lin International	Rochester, NY 14604
Vanguard Engineering, PC	Rochester, NY 14608

**3. Proposals were received from:**

Clark Patterson Lee (CPL)	Rochester, NY 14604
Fisher Associates	Rochester, NY 14607
LaLand Baptiste, LLC	Rochester, NY 14614
Liro Engineers	Rochester, NY 14614
Ravi Engineering & LS, PC	Rochester, NY 14618
Vanguard Engineering, PC	Rochester, NY 14608

**4. Evaluation criteria**

<u>Criteria</u>	<u>Weighting Points possible</u>	<u>Points received by FIRM</u>
Firm Qualifications	10.00	7.60
Team Qualifications	50.00	36.00
Technical Proposal	40.00	31.40
SUBTOTAL (TT)	100	75.00

Bonus Points

City business: (+10% of total)	7.50
Prime is an MWBE: (+10% of total)	0.00
Prime uses 10% - 20% MWBE subs (+5% of total)	0.00
Prime uses 20%+ MWBE subs (+10% of total)	7.50
<u>Workforce goals for M &amp; W met (+10% of total)</u>	<u>0.00</u>
BONUS POINTS SUBTOTAL (BP)	15.00

<b>TOTAL POINTS RECEIVED by the Firm: TT + BP =</b>	<b>90.00</b>
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**5. Review team included staff from:** DES / Construction (5)

**6. Additional considerations /explanations:** Workforce goals were not met based on the limited amount of staffing required for this project (1.5 persons). The 2<sup>nd</sup> place firm was selected as the first place firm (Vanguard's staff) is currently in process of being selected for another project and would not be available to complete both.

**7. MWBE Officer has reviewed the recommended firm's proposal for MWBE and Workforce goals.**

MWBE Officer Initials: *SMD* Date: 1/25/2023

Form date 1/4/19

G:\PROJ\CONST\Res. Curb Ramps 2023 (Beechwood) 19105\RPRI\SELECTION\Consultant Selection Process Summary.doc



# 2023 RESIDENTIAL CURB RAMP REPLACEMENT PROJECT BEECHWOOD NEIGHBORHOOD



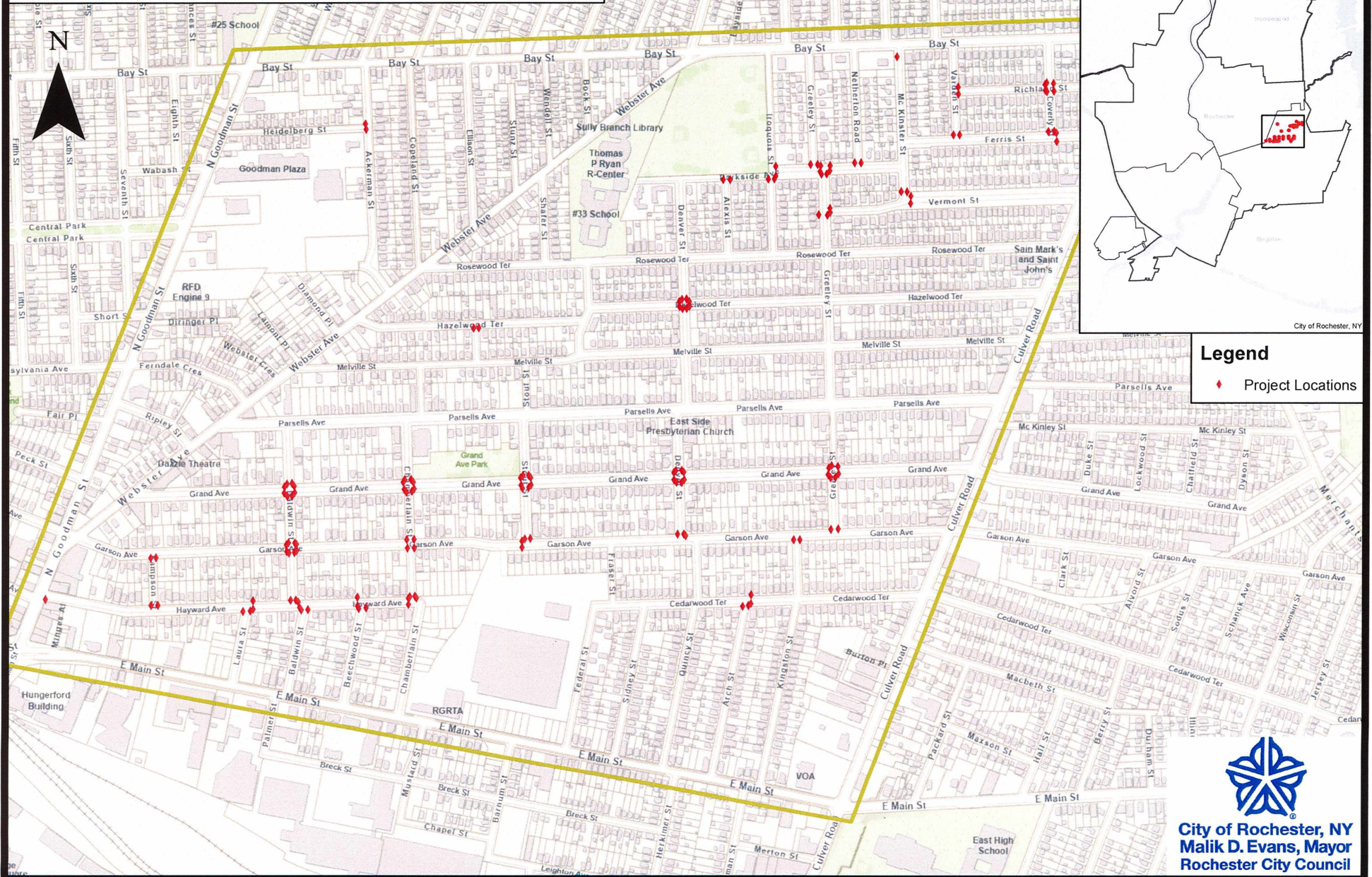
**Legend**  
◆ Project Locations



**City of Rochester, NY**  
**Malik D. Evans, Mayor**  
**Rochester City Council**



# 2023 RESIDENTIAL CURB RAMP REPLACEMENT PROJECT BEECHWOOD NEIGHBORHOOD





INTRODUCTORY NO.

82

Ordinance No.

**Bond Ordinance of the City of Rochester, New York authorizing the issuance of \$305,000 Bonds of said City to finance the 2023 Residential Curb Ramps Project (Beechwood Neighborhood)**

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

Section 1. The City of Rochester, in the County of Monroe, New York (herein called "City"), is hereby authorized to finance a portion of the costs for the 2023 Residential Curb Ramps Project, consisting of the installation of approximately 138 sidewalk accessible curb ramps at intersections located in the Beechwood Neighborhood bounded on the north by Bay Street, on the east by Culver Road, on the south by East Main Street and on the west by North Goodman Street, including new or adjusted catch basins, catch basin frames, grates and other adjustments to utility appurtenances necessary to maintain the safety and functionality of the ramps (collectively, the "Project"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$1,774,778.29. The plan of financing includes the issuance of \$305,000 bonds of the City, which amount is hereby appropriated for the Project, \$18,219.15 in 2013-14 Cash Capital, \$315,490.31 in 2017-18 Cash Capital, \$322,000 in 2018-19 Cash Capital, \$332,000 in 2019-20 Cash Capital, \$365,000 in 2022-23 Cash Capital, \$43,000 in anticipated reimbursements from the Rochester Pure Waters District authorized by Ordinance No. 2020-108 to fund portions of the sewer costs on street improvement projects, \$66,000 in anticipated reimbursements from the Rochester Pure Waters District authorized by Ordinance No. 2020-360 to fund portions of the sewer costs on street improvement projects, \$8,068.83 in anticipated reimbursements from the Rochester Pure Waters District authorized by Ordinance No. 2021-85 to fund portions of the sewer costs on street improvement projects and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the City in the principal amount of \$305,000 are hereby authorized to be issued pursuant to the Constitution and laws of the State of New York, including the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), this Ordinance, and other proceedings and determinations related thereto.

Section 3. The City intends to finance, on an interim basis, the costs or a portion of the costs of said improvements for which bonds are herein authorized, which costs are reasonably expected to be reimbursed with the proceeds of debt to be incurred by the City, pursuant to this Ordinance, in the amount of \$305,000. This Ordinance is a declaration of official intent adopted pursuant to the requirements of Treasury Regulation Section 1.150-2.



Section 4. The period of probable usefulness of said class of objects or purposes described in Section 1 of this Ordinance, within the limitations of Section 11.00 a. 24. of the Law, is ten (10) years.

Section 5. Each of the bonds authorized by this Ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be general obligations of the City, payable as to both principal and interest by an ad valorem tax upon all the taxable real property within the City without limitation as to rate or amount. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this Ordinance and of said Law, and pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals thereof, and of Sections 50.00, 56.00 to 60.00 and 168.00 of said Law, the powers and duties of the City Council relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, and relative to providing for substantially level or declining debt service, prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any notes issued in anticipation of the sale of said bonds or the renewals of said notes, as well as to executing agreements for credit enhancement, are hereby delegated to the Director of Finance, as the Chief Fiscal Officer of the City.

Section 7. The validity of the bonds authorized by this Ordinance and of any notes issued in anticipation of the sale of said bonds may be contested only if:

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

(b) the provisions of law which should be complied with at the date of the publication of such Ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty (20) days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This Ordinance shall take effect immediately, and the City Clerk is hereby authorized and directed to publish a summary of the foregoing Ordinance, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in "The Daily Record," a newspaper published in Rochester, New York, having

a general circulation in the City and hereby designated the official newspaper of said City for such publication.

83

Ordinance No.

**Authorizing an agreement for the 2023 Residential Curb Ramps Project  
(Beechwood Neighborhood)**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement with CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C.. to provide Resident Project Representation services for the 2023 Residential Curb Ramps Project in the Beechwood Neighborhood (Project) for a maximum compensation \$225,000, which shall be funded in the amounts of \$129,012.81 from 2018-19 Cash Capital, \$28,353.09 from 2019-20 Cash Capital, and \$67,634.10 from 2022-23 Cash Capital. The term for the agreement shall continue to 3 months after completion of a 2-year guarantee inspection of the Project.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.





84

DES09

February 28, 2023

TO THE COUNCIL

Ladies and Gentlemen:

Re: Agreement – Ravi Engineering and Land  
Surveying, P.C.  
Construction Management Services

Comprehensive Plan 2034 Initiative Area:  
Sustaining Green & Active Systems

Transmitted herewith for your approval is legislation establishing \$750,000 as maximum compensation for an agreement with Ravi Engineering and Land Surveying, P.C. (Nagappa Ravindra, President, 2110 South Clinton Ave, Suite 1, Rochester, New York) to provide professional construction management and resident project representative (RPR) services related to the 2022 Lead Service Line Replacement Projects / Spring 2A & Summer 2B.

The cost of this agreement will be funded by \$709,000 of American Rescue Plan Act (ARPA) funds as appropriated in Ordinance No. 2022-63 and 2021-410 and \$41,000 from 2021-22 Cash Capital.

Ravi Engineering and Land Surveying, P.C. was selected through a request for proposal (RPR) process described in the attached summary.

As part of the construction inspection and RPR, Ravi Engineering and Land Surveying, P.C. will provide full inspection of all work performed by the Contractors, all equipment and materials installed and compliance certification with the contract documents.

The term of the RPR agreement shall extend until three (3) months after the completion of the two (2) year guarantee inspection of the project.

Respectfully submitted,

Malik D. Evans  
Mayor



## Vendor / Consultant Selection Process Summary

**Department** DES, Water Bureau

**Project / Service Title:** RPR for 2022 2A & 2B Lead Service Line Replacement Project

**Consultant Selected:** Ravi Engineering and Land Surveying, P.C.

**Method of selection:**  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) November 21, 2022

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

Bergmann Assoc.	Clouth Harbour & Assoc	Costich Engineering
Clark Patterson Lee	Erdmann Anthony	EDR Companies
Fisher Associates	LaBella Associates	LandTech Surveying
Larsen Engineers	Joseph C. Lu Engineering	Marques & Associates
Meagher Engineering	MRB Group	Passero Assoc.
Pathfinder Engineers	Pinewoods Engineering	Popli Design Group
Prudent Engineering	Ramboll	Ravi Engineering
Razak Associates	Stantec	TY LIN International
Vanguard Engineering		

**3. Proposals were received from**

<u>FIRM</u>	<u>City/ST</u>
<u>Ravi Engineering and Land Surveying, P.C.</u>	<u>Rochester, NY 14604</u>
<u>LiRo Engineers, Inc.</u>	<u>Rochester, NY 14608</u>

**4. Evaluation criteria**

<u>Criteria</u>	<u>Weighting Points possible</u>	<u>Points received by FIRM</u>
<i>Required Proposal Content</i>	25	20.3
<i>Technical Proposal</i>	50	39
<i>Project Team Qualifications</i>	<u>25</u>	<u>15.8</u>
SUBTOTAL	100	75.1
 <u>Bonus Points</u>		
City business: 10% of total	.10 x 75.1	7.51
Prime is an MWBE: 10% of total	.10 x 75.1	7.51
Prime uses 10% - 20% MWBE subs	.05 x TT	
Prime uses 20%+ MWBE subs	.10 x 75.1	7.51
Workforce goals for M & W met	<u>.10 x 75.1</u>	<u>7.51</u>
BONUS POINTS SUBTOTAL	40	30.04

TOTAL POINTS RECEIVED by the Firm: TT + BP = 105.14

**5. Review team included staff from:** DES/Water Bureau (4), DES/Arch & Engin/Street Construction (2)

**6. Additional considerations/explanations** None

**7. MWBE Officer has reviewed the recommended firm's proposal for MWBE and Workforce goals.** MWBE Officer Initials: *cnj* Date: *1/24/23*

*Form date 1/4/19*



84

Ordinance No.

**Authorizing an agreement for the 2022 Lead Service Line Projects/Spring 2A & Summer 2B**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement with Ravi Engineering and Land Surveying, P.C. to provide professional construction management and Resident Project Representation services for the 2022 Lead Service Line Projects/Spring 2A & Summer 2B (the Projects). The term of the agreement shall continue to three months following completion of a two-year guarantee inspection of each Project. The maximum compensation for the agreement shall be \$750,000, which shall be funded in the amounts of \$709,000 from American Rescue Plan Act of 2021 (ARPA) funds appropriated in Ordinance Nos. 2021-410 and 2022-63 and \$41,000 in 2021-22 Cash Capital.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.



**City of Rochester**

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

**NEIGHBORHOOD &  
BUSINESS DEVELOPMENT  
INTRODUCTORY NO.**

**Malik D. Evans**  
Mayor

85

February 28, 2023

NBD 10

TO THE COUNCIL

Ladies and Gentlemen:

Re: Amending Ordinance No. 2022-103; Waterline  
Easement Acquisitions, 51 Holland Street

Council Priority: Rebuilding and Strengthening  
Neighborhoods

Comprehensive Plan 2034 Initiative Area:  
Reinforcing Strong Neighborhoods

Transmitted herewith for your approval is legislation authorizing an amendment to Ordinance No. 2022-103 to change the size and locations of the easements.

Ordinance No. 2022-103, approved in April 2022, authorized the acquisitions of the following three easements on 51 Holland Street from Chatham Gardens Housing Corporation (Peggy J. Hill, President) for \$11,500:

51 Holland Street	Easement SF	Acquisition Amount
Easement A	3,841 SF	\$1,300.00
Easement B	4,522 SF	\$1,500.00
Easement C	25,704 SF	\$8,700.00
<b>TOTALS</b>	<b>34,067 SF</b>	<b>\$11,500.00</b>

Further review indicated the need for an additional easement area to bypass a water main that runs under one of the buildings on the site. The revision results in the acquisition of the easements listed below. As the chart shows, Easement A remains unchanged, but Easement B and C from the original legislation have been combined and enlarged into a new Easement B. The new total for these revised easements is \$12,600. Revised sale values have been determined via a third party appraisal completed by Bruckner, Tillet, Rossi, Cahill & Associates in January 2023.

51 Holland Street	Easement SF	Acquisition Amount
Easement A	3,841 SF	\$1,300.00
Easement B	33,438 SF	\$11,300.00
<b>TOTALS</b>	<b>37,279 SF</b>	<b>\$12,600.00</b>

The funding source approved in Ordinance No. 2022-103 is no longer available; therefore, the funding source for the revised acquisition is from the 2022-23 Budget of the Department of Environmental Services.

Respectfully submitted,

Malik D. Evans  
Mayor



# 51 Holland St

NBD 10  
ATTACHMENT



February 25, 2022

This map is intended for general reference only.

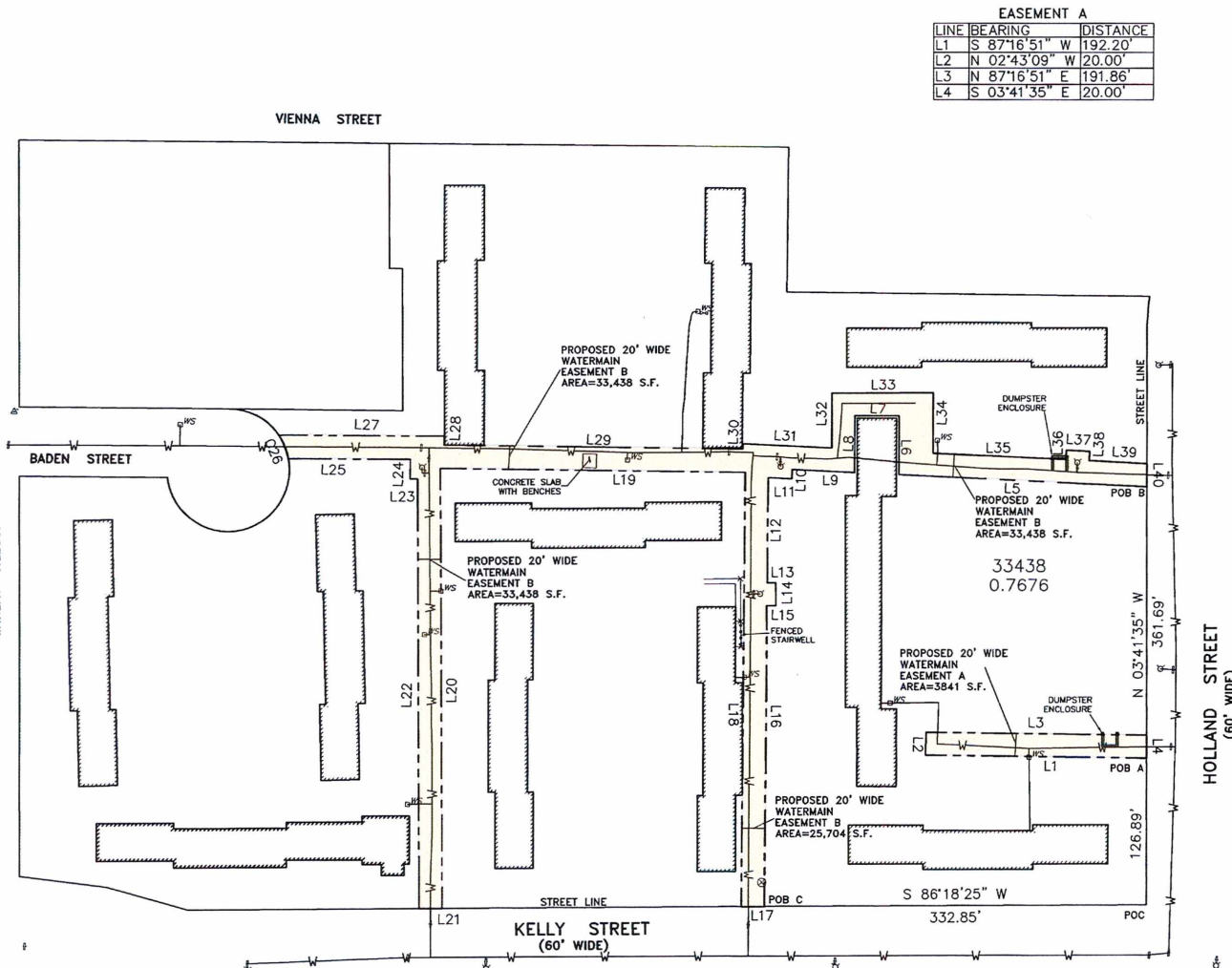
The City of Rochester makes no representation as to the accuracy or fitness of the data presented.

## City of Rochester, NY



City of Rochester, NY  
Malik D. Evans, Mayor





**EASEMENT A**

LINE	BEARING	DISTANCE
L1	S 87°16'51" W	192.20'
L2	N 02°43'09" W	20.00'
L3	N 87°16'51" E	191.86'
L4	S 03°41'35" E	20.00'

**EASEMENT B**

LINE	BEARING	DISTANCE		
L5	S 89°16'30" W	216.26'		
L6	N 03°40'05" W	50.83'		
L7	S 86°15'39" W	38.07'		
L8	S 03°44'08" W	48.83'		
L9	S 89°16'30" W	54.79'		
L10	S 00°43'30" E	8.17'		
L11	S 89°16'30" W	20.27'		
L12	S 03°09'15" E	90.19'		
L13	N 86°50'45" E	7.64'		
L14	S 03°09'15" E	20.00'		
L15	S 86°50'45" W	7.64'		
L16	S 03°09'15" E	260.41'		
L17	S 86°18'25" W	20.00'		
L18	N 03°09'15" W	375.35'		
L19	S 87°22'08" W	263.19'		
L20	S 03°49'38" E	380.22'		
L21	S 86°18'25" W	20.00'		
L22	N 03°49'38" W	371.09'		
L23	S 87°43'04" W	6.40'		
L24	N 02°16'56" W	16.87'		
L25	S 87°00'30" W	105.14'		
C26	RAD. ARC	CHORD	CHORD BEARING	DELTA
L26	53.00'	21.88'	21.73'	N 25°58'58" W 23°39'16"
L27	N 87°00'30" E	142.84'		
L28	S 02°16'56" E	7.60'		
L29	N 87°22'08" E	257.70'		
L30	N 00°43'30" W	4.55'		
L31	N 89°16'30" E	77.36'		
L32	N 03°44'08" W	47.75'		
L33	N 86°15'39" E	88.10'		
L34	S 03°40'05" E	52.38'		
L35	N 89°16'30" E	116.10'		
L36	N 00°43'30" W	7.86'		
L37	N 89°16'30" E	20.00'		
L38	S 00°43'30" E	7.86'		
L39	N 89°16'30" E	50.12'		
L40	S 03°41'35" E	20.03'		

NBD 10 ATTACHMENT

**PROPOSED WATERMAIN EASEMENT MAP**  
**CHATHAM GARDENS**  
**51 HOLLAND STREET**  
 LOCATED IN THE  
**CITY OF ROCHESTER**  
 COUNTY OF MONROE, STATE OF NEW YORK  
 PREPARED BY:  
 JOHN D. METZGER, L.S.  
 CITY OF ROCHESTER, MAPS & SURVEYS  
 FIELD LOCATION:  
 J.D.METZGER,L.S. & D.J.RIALLAND,L.S.

SCALE: 1" = 100'  
 JOB NO.: 2018-005

DATE: JANUARY 9, 2023  
 FILE NO.: 106.56-004

**PROPOSED WATERMAIN EASEMENT 'A'**  
**AT CHATHAM GARDENS**  
**PART OF #51 HOLLAND STREET**  
**PART OF T.A. #106.560-01-049**

All that tract or parcel of land, situate in the City of Rochester, County of Monroe, State of New York, being part of Town Lot 71, Township 13, Range 7 and being more particularly bounded and described as follows: Commencing at the intersection of the north ROW line of Kelly Street (60' ROW) and the west ROW line of Holland Street (60' ROW), said intersection being the Point of Commencing; thence

- A) N 03° 41' 35" W, along said ROW line of Holland Street, a distance of 126.89 feet to the Point or Place of Beginning; thence
- 1) S 87° 16' 51" W, a distance of 192.20 feet to a point; thence
- 2) N 02° 43' 09" W, a distance of 20.00 feet to a point; thence
- 3) N 87° 16' 51" E, a distance of 191.86 feet to the said ROW line of Holland Street; thence
- 4) S 03° 41' 35" E, along said ROW line, a distance of 20.00 feet to the Point or Place of Beginning.

Hereby intending to describe a parcel of land containing 3841 square feet, all as shown on a map entitled 'Proposed Watermain Easement Map', dated January 9, 2023, prepared by John D Metzger, L.S., City Surveyor.

December 27, 2021

G:\DIV\MAPS\DESC\EASEMEN\HOLLAND51'A'.DOCX

**PROPOSED WATERMAIN EASEMENT 'B'**

**AT CHATHAM GARDENS**

**PART OF #51 HOLLAND STREET**

**PART OF T.A. #106.560-01-049**

All that tract or parcel of land, situate in the City of Rochester, County of Monroe, State of New York, being part of Town Lot 71, Township 13, Range 7 and being more particularly bounded and described as follows: Commencing at the intersection of the north ROW line of Kelly Street (60' ROW) and the west ROW line of Holland Street (60' ROW), said intersection being the Point of Commencing; thence

- A) N 03° 41' 35" W, along said ROW line of Holland Street, a distance of 361.69 feet to the Point or Place of Beginning; thence
- 1) S 89° 16' 30" W, a distance of 216.26 feet to a point; thence
- 2) N 03° 40' 05" W, a distance of 50.83 feet to a point; thence
- 3) S 86° 15' 39" W, a distance of 38.07 feet to a point; thence
- 4) S 03° 44' 08" W, a distance of 48.83 feet to a point; thence
- 5) S 89° 16' 30" W, a distance of 54.79 feet to a point; thence
- 6) S 00° 43' 30" E, a distance of 8.17 feet to a point; thence
- 7) S 89° 16' 30" W, a distance of 20.27 feet to a point; thence
- 8) S 03° 09' 15" E, a distance of 90.19 feet to a point; thence
- 9) N 86° 50' 45" E, a distance of 7.64 feet to a point; thence
- 10) S 03° 09' 15" E, a distance of 20.00 feet to a point; thence
- 11) S 86° 50' 45" W, a distance of 7.64 feet to a point; thence
- 12) S 03° 09' 15" E, a distance of 260.41 feet to the north ROW line of Kelly Street; thence
- 13) S 86° 18' 25" W, continuing along said ROW line, a distance of 20.00 feet to a point; thence
- 14) N 03° 09' 15" W, a distance of 375.35 feet to a point; thence
- 15) S 87° 22' 08" W, a distance of 263.19 feet to a point; thence
- 16) S 03° 49' 38" E, a distance of 380.22 feet to the said ROW line of Kelly Street; thence
- 17) S 86° 18' 25" W, along said ROW line, a distance of 20.00 feet to a point; thence
- 18) N 03° 49' 38" W, a distance of 371.09 feet to a point; thence
- 19) S 87° 43' 04" W, a distance of 6.40 feet to a point; thence
- 20) N 02° 16' 56" W, a distance of 16.87 feet to a point; thence
- 21) S 87° 00' 30" W, a distance of 105.14 feet to the ROW line of Baden Street (60' ROW); thence
- 22) Northerly and westerly, along said ROW line and along a curve to the left, having a radius of 53.0 feet, a distance of 21.88 feet to a point; thence
- 23) N 87° 00' 30" E, a distance of 142.84 feet to a point; thence
- 24) S 02° 16' 56" E, a distance of 7.60 feet to a point; thence
- 25) N 87° 22' 08" E, a distance of 257.70 feet to a point; thence
- 26) N 00° 43' 30" W, a distance of 4.55 feet to a point; thence
- 27) N 89° 16' 30" E, a distance of 77.36 feet to a point; thence
- 28) N 03° 44' 08" W, a distance of 47.75 feet to a point; thence
- 29) N 86° 15' 39" E, a distance of 88.10 feet to a point; thence



NBD 10  
ATTACHMENT

- 30) S 03° 40' 05" E, a distance of 52.38 feet to a point; thence
- 31) N 89° 16' 30" E, a distance of 116.10 feet to a point; thence
- 32) N 00° 43' 30" W, a distance of 7.86 feet to a point; thence
- 33) N 89° 16' 30" E, a distance of 20.00 feet to a point; thence
- 34) S 00° 43' 30" E, a distance of 7.86 feet to a point; thence
- 35) N 89° 16' 30" E, a distance of 50.12 feet the west ROW line of Holland Street; thence
- 36) S 03° 41' 35" E, along said ROW line, a distance of 20.03 feet to the Point or Place of Beginning.

Hereby intending to describe a parcel of land containing 33,438 square feet, all as shown on a map entitled 'Proposed Watermain Easement Map', dated January 9, 2023, prepared by John D Metzger, L.S., City Surveyor.

January 9, 2023

G:\DIV\MAPS\DESC\EASEMEN\HOLLANDS1'B'REV01-09-2023.DOCX

INTRODUCTORY NO.

85

Ordinance No.

**Amending Ordinance No. 2022-103 relating to the acquisition of permanent water line easements over 51 Holland Street**

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

Section 1. The main text of Section 1 of Ordinance No. 2022-103, Authorizing the acquisition by negotiation of permanent water line easements over 51 Holland Street, is hereby amended to read as follows:

Section 1. The Council hereby approves the acquisition by negotiation of permanent easements for the operation, maintenance and repair of water lines and fire hydrants over the following ~~three~~ two portions of 51 Holland Street (SBL No. 106.56-1-49):

Easement	Approx. Area (Square Feet)	Value
A	3,841	\$1,300
B	<del>4,522</del> 33,438	<del>\$1,500</del> \$11,300
C	<del>25,704</del>	<del>\$8,700</del>
<b>Totals</b>	<del>34,067</del> <b>37,279</b>	<del>\$11,500</del> <b>\$12,600</b>

The easements shall be comprised of:

...

Section 2. The metes and bounds descriptions of Easements B and C in Section 1 of the aforementioned Ordinance No. 2022-103, are hereby deleted in their entirety and replaced with the modified description of Easement B as follows:

Easement B

All that tract or parcel of land, situate in the City of Rochester, County of Monroe, State of New York, being part of Town Lot 71, Township 13, Range 7 and being more particularly bounded and described as follows: Commencing at the intersection of the north ROW line of Kelly Street (60' ROW) and the west ROW line of Holland Street (60' ROW), said intersection being the Point of Commencing; thence

- A. N 03° 41' 35" W, along said ROW line of Holland Street, a distance of 361.69 feet to the Point or Place of Beginning; thence
- 1. S 89° 16' 30" W, a distance of 216.26 feet to a point; thence
- 2. N 03° 40' 05" W, a distance of 50.83 feet to a point; thence
- 3. S 86° 15' 39" W, a distance of 38.07 feet to a point; thence
- 4. S 03° 44' 08" W, a distance of 48.83 feet to a point; thence
- 5. S 89° 16' 30" W, a distance of 54.79 feet to a point; thence
- 6. S 00° 43' 30" E, a distance of 8.17 feet to a point; thence
- 7. S 89° 16' 30" W, a distance of 20.27 feet to a point; thence
- 8. S 03° 09' 15" E, a distance of 90.19 feet to a point; thence
- 9. N 86° 50' 45" E, a distance of 7.64 feet to a point; thence
- 10. S 03° 09' 15" E, a distance of 20.00 feet to a point; thence
- 11. S 86° 50' 45" W, a distance of 7.64 feet to a point; thence
- 12. S 03° 09' 15" E, a distance of 260.41 feet to the north ROW line of Kelly Street; thence

13. S 86° 18' 25 "W, continuing along said ROW line, a distance of 20.00 feet to a point; thence
14. N 03° 09' 15 "W, a distance of 375.35 feet to a point; thence
15. S 87° 22' 08 "W, a distance of 263.19 feet to a point; thence
16. S 03° 49' 38 "E, a distance of 380.22 feet to the said ROW line of Kelly Street; thence
17. S 86° 18' 25 "W, along said ROW line, a distance of 20.00 feet to a point; thence
18. N 03° 49' 38 "W, a distance of 371.09 feet to a point; thence
19. S 87° 43' 04 "W, a distance of 6.40 feet to a point; thence
20. N 02° 16' 56 "W, a distance of 16.87 feet to a point; thence
21. S 87° 00' 30 "W, a distance of 105.14 feet to the ROW line of Baden Street (60 ROW); thence
22. Northerly and westerly, along said ROW line and along a curve to the left, having a radius of 53.0 feet, a distance of 21.88 feet to a point; thence
23. N 87° 00' 30 "E, a distance of 142.84 feet to a point; thence
24. S 02° 16' 56 "E, a distance of 7.60 feet to a point; thence
25. N 87° 22' 08 "E, a distance of 257.70 feet to a point; thence
26. N 00° 43' 30 "W, a distance of 4.55 feet to a point; thence
27. N 89° 16' 30 "E, a distance of 77.36 feet to a point; thence
28. N 03° 44' 08 "W, a distance of 47.75 feet to a point; thence
29. N 86° 15' 39 "E, a distance of 88.10 feet to a point; thence
30. S 03° 40' 05 "E, a distance of 52.38 feet to a point; thence
31. N 89° 16' 30 "E, a distance of 116.10 feet to a point; thence
32. N 00° 43' 30 "W, a distance of 7.86 feet to a point; thence
33. N 89° 16' 30 "E, a distance of 20.00 feet to a point; thence
34. S 00° 43' 30 "E, a distance of 7.86 feet to a point; thence
35. N 89° 16' 30 "E, a distance of 50.12 feet the west ROW line of Holland Street; thence
36. S 03° 41' 35 "E, along said ROW line, a distance of 20.03 feet to the Point or Place of Beginning.

Hereby intending to describe a parcel of land containing 33,438 square feet, all as shown on a map entitled 'Proposed Watermain Easement Map', dated January 9, 2023, prepared by John D Metzger, L.S., City Surveyor.

Section 2. Section 2 of the aforementioned Ordinance No. 2022-103 is hereby amended to read in its entirety as follows:

Section 2. The acquisition shall obligate the City to pay to the owner an amount not to exceed ~~\$11,500~~ \$12,600, consisting of the appraised easement values recited in Section 1, plus recording fees and any other necessary transaction costs. Said amounts shall be funded by the ~~2021-22~~ 2022-23 Budget of the Department of Environmental Services.

Section 3. This ordinance shall take effect immediately.

Strikeout indicates deleted text, new text is underlined





**City of Rochester**

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

**NEIGHBORHOOD &  
BUSINESS DEVELOPMENT  
INTRODUCTORY NO.**

**Malik D. Evans**  
Mayor

**86**

February 28, 2023

NBD 11

TO THE COUNCIL

Ladies and Gentlemen:

Re: Agreements and Amendment - Housing  
Opportunities for Persons with AIDS (HOPWA)

Council Priority: Rebuilding and Strengthening  
Neighborhood Housing

Comprehensive Plan 2034 Initiative Area:  
Reinforcing Strong Neighborhoods

Transmitted herewith for your approval is legislation related to the City of Rochester's Housing  
Opportunities for Persons with AIDS (HOPWA) Program. This legislation will:

- 1) Authorize amendatory agreements with the U.S. Department of Housing and Urban  
Development (HUD) to extend the period of performance for the 2018-19 HOPWA grant from  
three years to five years, and extend the period of performance for the 2019-20 HOPWA  
grant from three years to four years.
- 2) Amend Ordinance No. 2022-193 and the agreements authorized therein to revise the  
maximum compensation and funding sources as follows:

**Originally Authorized in Ordinance No. 2022-193**

<b>Funding Source</b>	<b>Catholic Charities of the Diocese of Rochester</b>	<b>Trillium Health, Inc.</b>	<b>TOTAL</b>
2017-18 HOPWA Funds	\$15,322.18	\$18,727.12	\$34,049.30
2018-19 HOPWA Funds	\$14,825.08	\$18,119.54	\$32,944.62
2019-20 HOPWA Funds	\$20,345.04	\$24,866.16	\$45,211.20
2020-21 HOPWA Funds	\$0	\$0	\$0
2021-22 HOPWA Funds	\$0	\$0	\$0
2022-23 HOPWA Funds	\$449,074.00	\$548,868.00	\$997,942.00
<b>Maximum Compensation</b>	<b>\$499,566.30</b>	<b>\$610,580.82</b>	<b>\$1,110,147.12</b>

**Proposed Revised Maximum Compensation and Funding Sources**

<b>Funding Source</b>	<b>Catholic Charities of the Diocese of Rochester</b>	<b>Trillium Health, Inc.</b>	<b>TOTAL</b>
2017-18 HOPWA Funds	\$0	\$0	\$0
2018-19 HOPWA Funds	\$16,009.43	\$18,119.54	\$34,128.97
2019-20 HOPWA Funds	\$1,400.97	\$1,712.29	\$3,113.26
2020-21 HOPWA Funds	\$8,002.22	\$0	\$8,002.22
2021-22 HOPWA Funds	\$46,992.67	\$50,000.00	\$96,992.67
2022-23 HOPWA Funds	\$449,074.00	\$548,868.00	\$997,942.00
<b>Maximum Compensation</b>	<b>\$521,479.29</b>	<b>\$618,699.83</b>	<b>\$1,140,179.12</b>



HUD has informed the City that the 2017-18 HOPWA funding is no longer eligible for use because it is beyond the maximum five years' period of performance per the federal authorizing statute. An updated agreement with HUD is required to extend the period performance beyond three years. It was also determined that an error was made in the original ordinance with regards to the 2019-20 remaining funding balance. This legislation corrects those issues and combines additional unspent 2020-21 and 2021-22 balances into consolidated agreements.

HOPWA provides housing assistance and services to prevent homelessness for individuals with HIV/AIDS and related complications, and their families. Assistance includes long-term (over 21 weeks) and short-term service, and financial assistance in the form of payments of mortgage, rent, and utilities. Both Trillium Health, Inc. and Catholic Charities Community Services maximize HOPWA assistance through the coordination of other funding sources and service providers.

These two organizations are uniquely qualified to provide services for this special needs population. Both receive additional State and Federal HIV/AIDS targeted funds, which provide for additional case management, housing placement, and other critical services. Both are active within the Rochester Area Task Force on AIDS that involves medical and support service providers, and have long-standing, close working relationships with each other.

The proposed funding will allow Trillium Health, Inc. to serve approximately 108 households, and Catholic Charities Community Services to serve approximately 85 households. Trillium Health, Inc. has participated in this program since the 1990's and has served 619 households over the last five years. Catholic Charities Community Services has also participated in this program since the 1990's and has served 363 households over the last five years.

The term of each agreement will be for one year with the option to extend for one additional year if funds remain in the original appropriation. If funds are different, not available, or are less than anticipated, the agreement amounts and terms will be adjusted accordingly. A Justification Statement for Awarding a Professional Services Agreement without a Request for Proposals was included with the original transmittal in July 2022 when Ordinance No. 2022-193 was approved.

Respectfully submitted,



Malik D. Evans  
Mayor



**Extending the periods of performance and amending funding sources relating to the Housing Opportunities for Persons with AIDS program**

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

Section 1. The Mayor is hereby authorized to enter into amended agreements with the U.S. Department of Housing and Urban Development (HUD) so as to extend the periods of performance for Housing Opportunities for Persons with AIDS (HOPWA) projects as follows:

- a. extending by two years to a new total of five years the period of performance for the 2018-19 HOPWA projects under the HUD agreement authorized in Ordinance No. 2018-178; and
- b. extending by one year to a new total of four years the period of performance for the 2019-20 HOPWA projects under the HUD agreement authorized in Ordinance No. 2019-165.

Section 2. Section 2 and 3 of Ordinance No. 2022-193, appropriating funds and authorizing agreements for the HOPWA program, are hereby amended as follows:

Section 2. The Mayor is hereby authorized to enter into a professional services agreement with Trillium Health, Inc. to provide HOPWA program services. The maximum compensation for the agreement shall be ~~\$610,580.82~~ \$618,699.83, which shall be funded in the amounts of: \$548,868 from the appropriation of 2022-23 HOPWA funds in Section 1 herein; ~~\$18,727.12 from the unspent HOPWA funds appropriated in Ordinance No. 2017-209;~~ \$18,119.54 from unspent HOPWA funds appropriated in Ordinance No. 2018-190; ~~and \$24,866.16~~ \$1,712.29 from unspent HOPWA funds appropriated in Ordinance No. 2019-181; and \$50,000.00 from unspent HOPWA funds appropriated in Ordinance No. 2021-199. The term of the agreement shall be one year, with an option to extend for one additional year if funds from the original appropriations remain.

Section 3. The Mayor is hereby authorized to enter into a professional service agreement with Catholic Charities of the Diocese of Rochester to provide HOPWA program services. The maximum compensation for the agreement shall be ~~\$499,566.30~~ \$521,479.29, which shall be funded in the amounts of: \$449,074 from the appropriation of 2022-23 HOPWA funds in Section 1 herein; ~~\$15,322.18 from the unspent HOPWA funds appropriated in Ordinance No. 2017-209;~~ ~~\$14,825.08~~ \$16,009.43 from unspent HOPWA funds appropriated in Ordinance No. 2018-190; ~~and \$20,345.04~~ \$1,400.97 from unspent HOPWA funds appropriated in Ordinance No. 2019-181; \$8,002.22 from unspent HOPWA funds appropriated in Ordinance No. 2020-180; and \$46,992.67 from unspent HOPWA funds appropriated in Ordinance No. 2021-199. The term of the agreement shall be one year, with an option to extend for one additional year if funds from the original appropriations remain.



Section 3. The agreements extended and amended herein shall contain such additional terms and conditions as the Mayor deems appropriate. If the fund sources are different, not available, or less than anticipated, the agreement amounts and terms may be adjusted accordingly.

Section 4. This ordinance shall take effect immediately.



**Rochester Urban Renewal Agency**

City Hall Room 223B  
30 Church Street  
Rochester, New York  
14614-1290

**Dana K. Miller**  
Secretary

**NEIGHBORHOOD &  
BUSINESS DEVELOPMENT  
INTRODUCTORY NO.**

**URA - 2**

February 28, 2023

NBD 12

TO THE RURA:

Ladies and Gentlemen:

Re: RURA Budget, Performance Measures and Report

Transmitted herewith for your approval is legislation approving the Rochester Urban Renewal Agency (RURA) 2023-24 annual budget, performance measures for 2023, and performance measures report for 2022. These actions are required of the RURA by New York State. As such, the following documents are attached for your review and approval:

- 2023-24 Annual Budget
- Performance Measures for 2023
- Performance Measures Report for 2022

A copy of these reporting documents are on file in the Office of the City Clerk and will be posted on the RURA webpage: [www.cityofrochester.gov/RURA](http://www.cityofrochester.gov/RURA).

Respectfully submitted,

Dana K. Miller  
Secretary



## RURA 2023-24 ANNUAL BUDGET

NBD 12  
ATTACHMENT

	Prior Year Actual (21/22)	Current Year Estimate (22/23)	Budget (23/24)	Budget (24/25)	Budget (25/26)	Budget (26/27)	Budget (27/28)
<b><u>Operating Revenues</u></b>							
Charges for services							
Rental & financing income							
Other operating revenues							
<b><u>Nonoperating Revenues</u></b>							
Investment earnings	\$0	0	0	0	0	0	0
State subsidies/grants							
Federal subsidies/grants							
Municipal subsidies/grants							
Public authority subsidies							
Other nonoperating revenues	\$0	0	\$0	0	0	0	0
<b>Total Revenue Sources</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>Operating Expenses</u></b>							
Salaries and wages							
Other employee benefits							
Professional services contracts							
Supplies and materials							
Depreciation & amortization							
Other operating expenses							
<b><u>Nonoperating Expenses</u></b>							
Interest and other financing charges							
Subsidies to other public authorities							
Grants and donations	\$0						
Other nonoperating expenses	\$0	327,550	50,000	50,000	50,000	50,000	50,000
<b>Total Expenses</b>	<b>\$0</b>	<b>\$327,550</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>
<b>Income (Loss) Before Contributions</b>	<b>\$0</b>	<b>-\$327,550</b>	<b>-\$50,000</b>	<b>-\$50,000</b>	<b>-\$50,000</b>	<b>-\$50,000</b>	<b>-\$50,000</b>
<b>Capital Contributions</b>							
<b>Excess (deficiency) of revenues and capital contributions over expenditures</b>	<b>\$0</b>	<b>-\$327,550</b>	<b>-\$50,000</b>	<b>-\$50,000</b>	<b>-\$50,000</b>	<b>-\$50,000</b>	<b>-\$50,000</b>



PERFORMANCE MEASURES REPORT FOR 2022

## 1. Marketview Heights Urban Renewal District:

Planned – Continue action items pursuant to the Marketview Heights Urban Renewal District (URD) Plan including completing appraisals for property acquisitions, acquisition of properties, relocation of occupants, demolition of structures, and hiring an acquisition/relocation specialist to assist with maintaining compliance with the uniform relocation act. The City will also continue to engage with the Marketview Heights Collective Action Project (CAP) and the Marketview Heights Association towards developing neighborhood housing options including a focus on owner occupancy.

Actual - The City is working on action items outlined in the Marketview Heights Urban Renewal District (URD) Plan, with a focus on the acquisition and demolition of properties, the development of affordable rental and owner-occupied housing, and continued engagement with the Marketview Heights Collective Action Project (CAP). The City continues to work with the CAP to refine and implement the URD plan action items, and plans to increase efforts towards developing housing options and removing blight. The City executed a contract with R.K. Hite & Co., Inc., for acquisition/relocation services. The City had multiple properties appraised in order to begin the process for property acquisition.

## 2. Midtown Urban Renewal District:

Planned – Continue to maintain new landscape features on Parcel 5 and continue to program the site for community events.

Actual – Parcel 5 continues to be programmed for various community events.

## 3. Dewey Driving Park Urban Renewal District:

Planned - Continue outreach efforts for marketing Dewey-Driving Park Targeted Commercial Exterior Façade Program.

Actual - The City continued to market this program in the Dewey-Driving Park area. No new projects were completed during this reporting period.

## 4. Bull's Head Urban Renewal Area:

Planned – Have selected developer team prepare and present a preliminary proposed development plan for public review and comments, in summer 2022. Complete the Bull's Head Urban Renewal District zoning and preliminary design of public improvements with input from a selected developer. Identify state and federal funding sources to implement public improvements to accommodate new development. Continue environmental due diligence and clean-up of contaminated sites.

Actual – The City applied for and was subsequently awarded a \$7.5 million federal aid Transportation Improvement Program (TIP) grant for new streets at Bull's Head. The City applied for and was subsequently awarded a \$500,000 CFA grant towards the demolition of Bull's Head plaza. The City entered into an agreement with the selected developer to complete a preliminary proposed development plan. The development plan is expected to be presented to the community for comment in summer 2023. Environmental due diligence/cleanup remains a key component to creating developable ready sites.

PERFORMANCE MEASURES FOR 2023

1. Marketview Heights Urban Renewal District:

Planned – The City executed an agreement with acquisition/relocation specialist RK Hite to begin the acquisition and relocation process. The City will maintain compliance with the Uniform Relocation Act for all acquisition and relocation activities. Once properties are acquired there will be demolition of structures. A request for proposal for the purchase and redevelopment of the properties to be acquired by the City is planned to be drafted in order to provide several housing choices. The City will continue to engage with the neighborhood stakeholders while working towards developing neighborhood homeownership opportunities and the implementation of the MVH Plan.

2. Midtown Urban Renewal District:

Planned – Continue to maintain new landscape features on Parcel 5 and continue to program the site for community events.

3. Dewey Driving Park Urban Renewal District:

Planned - Continue outreach efforts for marketing Dewey-Driving Park Targeted Commercial Exterior Façade Program. In addition, the current exterior façade program will be assessed for potential revisions to make the funding more impactful within the urban renewal district.

4. Bull's Head Urban Renewal Area:

Planned – Have selected developer team prepare and present a preliminary proposed development plan for public review and comments, in summer 2023. Complete the Bull's Head Urban Renewal District zoning and preliminary design of public improvements with input from a selected developer. Begin preliminary street design in spring 2023. Continue environmental due diligence and clean-up of contaminated sites.

INTRODUCTORY NO.

URA - 2

Resolution No. URA-

**Resolution approving the Rochester Urban Renewal Agency 2023-24 Annual Budget, Performance Measures for 2023, and Performance Measures Report for 2022**

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

Section 1. The Agency hereby approves the 2023-24 Annual Budget, the Performance Measures for 2023, and the Performance Measures Report for 2022 of the Rochester Urban Renewal Agency as submitted by the Secretary, and authorizes their submittal to the State of New York.

Section 2. This resolution shall take effect immediately.





**City of Rochester**

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

**RECREATION & HUMAN  
SERVICES COMMITTEE  
INTRODUCTORY NO.**

**Malik D. Evans**  
Mayor

**87**

February 28, 2023 DRHS 18

TO THE COUNCIL

Ladies and Gentlemen:

Re: Agreement – Rochester Public Market –  
Marketing Assistance

Council Priority: Creating and Sustaining a Culture of  
Vibrancy

Comprehensive Plan 2034 Initiative Area: Fostering  
Prosperity and Opportunity

Transmitted herewith for your approval is legislation establishing \$9,600 as maximum compensation for an agreement with Kelly McBride (Rochester, NY 14609) for assistance with managing social media and marketing for the Public Market. The cost of this agreement will be funded from the 2022-23 (\$1,000) and 2023-24 (\$8,600) Budgets of the Department of Recreation and Human Services. The term of this agreement will be for one year.

Ms. McBride worked formerly as Assistant Market Supervisor/Marketing and Special Events for the City. During her employment, she significantly expanded the social media presence of the Market and revamped the Market's promotional efforts. This contract will allow her to continue to expand the social media presence of the Market and she will also assist in the planning and management of the Market's promotional efforts. This agreement requires Council authorization because there is an existing agreement in place that will push this agreement past the one year threshold.

A Justification for No RFP is attached.

Respectfully submitted,

Malik D. Evans  
Mayor





- 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).

N/A

**Compensation Amount:**

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

\$35 is on the low end of hourly compensation for persons with these skills. Ms. McBride's contract will result in a cost savings for the City in the interim, while DRHS works to fill the vacancy.

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

MWBE Officer Initials: *SMD*

Date: *2/16/2023*

*S. J. Green*

*2.16.23*

Signature: Department Head

Date



INTRODUCTORY NO.

87

Ordinance No.

**Authorizing an agreement relating to the marketing of the Rochester Public Market**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement in the maximum amount of \$9,600 with Kelly McBride to provide management and advice regarding social media and other marketing efforts for the Rochester Public Market. The agreement shall have a term of one year. The cost of the agreement shall be funded in the amounts of \$1,000 from the 2022-23 Budget of the Department of Recreation and Human Services (DRHS) and \$8,600 from the 2023-24 Budget of DRHS, contingent upon approval of the latter budget.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.



**City of Rochester**

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

**RECREATION & HUMAN  
SERVICES COMMITTEE  
INTRODUCTORY NO.**

**Malik D. Evans**  
Mayor

88

February 28, 2023 DRHS 19

TO THE COUNCIL

Ladies and Gentlemen:

Re: Agreement – Rochester Public Market, Bands on the Bricks Event Series

Council Priority: Creating and Sustaining a Culture of Vibrancy

Comprehensive Plan 2034 Initiative Area: Fostering Prosperity and Opportunity

Transmitted herewith for your approval is legislation establishing \$28,000 as maximum annual compensation for an agreement with Railroad Street Grill LLC dba Temple Bar and Grill (Michael P. O'Leary, Principal, Rochester, NY), for event management and beverage concession services for the 2023 Bands on the Bricks Concert series at the Rochester Public Market. The cost of this agreement will be funded from the 2022-23 (\$1,000) and 2023-24 (\$27,000) Budgets of the Department of Recreation and Human Services (DRHS) contingent upon approval. The term of this agreement will be for one year, with the option of three additional one-year renewals that will be funded from future budgets of DRHS, contingent upon approval.

Railroad Street Grill LLC will provide talent, production, sound, and beverage services for the Bands on the Bricks Concert series to be held at the Rochester Public Market on Friday evenings during July and August 2023 and in subsequent years.

Railroad Street Grill was selected through a request for qualifications process described in the attached summary. The business has provided these services for the past 25 years.

Respectfully submitted,

Malik D. Evans  
Mayor



## Vendor / Consultant Selection Process Summary

### Department DRYS/Public Market

**Project / Service sought, Event Management and Beverage Services, Bands on the Bricks**

**Consultant Selected:** Railroad Street Grill LLC

**Method of selection:** \_\_\_ Request for Proposal [*Complete 1-6*]  
\_\_\_X\_\_\_ Request for Qualifications [*Complete 1-6*]  
\_\_\_ From the NY State Department of Transportation list of pre-approved Regional engineering firms [*Complete 4-5*]

1. **Date RFP / RFQ issued** December 29, 2022 and advertised on the City webpage

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

'Gerard Fisher' <[gerard@upallnightpresents.com](mailto:gerard@upallnightpresents.com)>;

[mpoleary2003@yahoo.com](mailto:mpoleary2003@yahoo.com);

'js@rochesterevents.com';

[Bellaevntsgroup@gmail.com](mailto:Bellaevntsgroup@gmail.com)

[Tom@californiarollin.com](mailto:Tom@californiarollin.com)

3. **Proposals were received from**

<u>FIRM</u>	<u>City/ST</u>
Railroad St. Grill LLC	109 East Avenue, Rochester, NY, 14604
California Rollin II	1000 North River Street, Rochester, NY, 14612

4. **Evaluation criteria**

<u>Criteria</u>	<u>Points possible</u>	<u>Points received by FIRM</u>
<i>Project understanding</i>	5	5
<i>Quals and experience</i>	10	9.25
<i>Liquor license</i>	5	5
<i>Insurance</i>	5	5
<i>References</i>	10	9.25
<i>Personnel</i>	5	4.25
<i>Local Presence</i>	10	10
<i>Total</i>	50	47.75







Ordinance No.

**Authorizing an agreement for the Bands on the Bricks Concert Series**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement in the maximum annual amount \$28,000 with Railroad Street Grill LLC to provide event management and beverage concession services for the Bands on the Bricks Concert Series. The agreement shall have a term of one year, with the option to extend for up to three periods of one year each. The cost of the agreement for the initial term shall be funded in the amounts of \$1,000 from the 2022-23 Budget of the Department of Recreation and Human Services (DRHS) and \$27,000 from the 2023-24 Budget of DRHS, contingent upon approval of the latter budget. The funding of any optional extensions of the term shall be from future budgets of DRHS, contingent upon their approval.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.



**City of Rochester**

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**RECREATION & HUMAN  
SERVICES COMMITTEE  
INTRODUCTORY NO.**

**Malik D. Evans**  
Mayor

89

February 28, 2023 DRHS 20

TO THE COUNCIL

Ladies and Gentlemen:

Re: Grant Agreement – New York State  
Division of Criminal Justice Services Violence  
Against Women Formula Grant

Council Priority: Public Safety

Comprehensive Plan 2034 Initiative Area:  
Reinforcing Strong Neighborhoods

Transmitted herewith for your approval is legislation authorizing a grant agreement with New York State Division of Criminal Justice Services for the receipt and use of a Services Training Officers Prosecution Violence Against Women Act (STOP VAWA) Formula grant totaling \$50,000. The term of this agreement is January 1, 2023 through December 31, 2023 and this is the third year of a previously awarded five-year grant. This award was anticipated and included in the 2022-23 Budget of the Department of Recreation and Human Services (DRHS) and will be anticipated and included in the 2023-24 Budget of DRHS, contingent upon approval.

The STOP VAWA grant supports the personnel expenses of a full-time Community Support Counselor in the DRHS Crisis Intervention Services Unit. The Community Support Counselor will provide support, referrals, counseling, advocacy, and safety planning to victims of domestic violence, dating violence, sexual assault, or stalking. It is anticipated that the Community Support Counselor will assist 500 victims during the program term.

This was last authorized by City Council on January 18, 2022 via Ordinance No. 2022-31.

Respectfully submitted,

Malik D. Evans  
Mayor





89

Ordinance No.

**Authorizing an agreement for the STOP Violence Against Women Act grant program**

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 the New York State Division of Criminal Justice Services for the receipt and use of a Service Training Officers Prosecution (STOP) Violence Against Women Act formula grant in the amount of \$50,000 to support the employment of a full-time Community Support Counselor in the City's Crisis Intervention Services unit. The term of the agreement shall be one year.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.



**City of Rochester**

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

**PUBLIC SAFETY  
COMMITTEE  
INTRODUCTORY NO.**

**Malik D. Evans**  
Mayor

90

February 28, 2023      FIRE 15

TO THE COUNCIL

Ladies and Gentlemen:

Re: Grant Agreement – 2022 State Homeland Security Program (SHSP)

Council Priority: Public Safety

Comprehensive Plan 2034 Initiative Area: Reinforcing Strong Neighborhoods

Transmitted herewith for your approval is legislation authorizing an agreement with the New York State Division of Homeland Security and Emergency Services (NYSDHSES) for the receipt and use of \$195,000 from the 2022 State Homeland Security Program (SHSP) grant and amending the 2022-23 Budgets of the Fire Department by \$69,200 and Undistributed Expenses by \$21,800 for related personnel expenses. The remaining non-personnel expenses (\$104,000) will be funded directly from a Special Revenue Fund specific to this grant. Since this is a multi-year grant, any remaining personnel expenses will be appropriated in the 2023-24 Budget of the Fire Department, contingent upon its approval.

This grant was initially received by the Rochester Fire Department in 2010. It is provided to support building, sustainment and delivery of core capabilities for achieving preparedness and resilience in the event of terrorist attacks, severe weather and other significant events in the Rochester/Monroe County region. Grantees are required to build capabilities that relate to the prevention of, protection from, or response to significant events. The award contract SH22-1056-D00 period is September 1, 2022 through August 31, 2025, and no matching funds are required.

The 2022 allocation will be used for equipment, such as: Rescue Task Force personal protective equipment and training props, Structural Collapse response and training equipment, Hazmat Team mobile radios and Community Emergency Response Training (CERT) supplies (\$104,000). Funding will also support overtime back-fill for structural collapse, rescue task force sustainment training and Community Emergency Response Training (CERT) training classes (\$69,200) and fringe benefits for all personnel expenses included in the funding allocation (\$21,800).

Respectfully submitted,

Malik D. Evans  
Mayor



INTRODUCTORY NO.

90

Ordinance No.

**Authorizing a grant agreement and amending the 2022-23 Budget for the 2022 State Homeland Security Program**

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 the New York State Division of Homeland Security and Emergency Services for the receipt and use of grant funds from the 2022 State Homeland Security Program (Program) in the amount of \$195,000. The term of the agreement shall be from September 1, 2022 through August 31, 2025.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. Ordinance No. 2022-157, the 2022-23 Budget of the City of Rochester, as amended, is hereby further amended by increasing the revenue estimates and appropriations to the Budget of the Fire Department by \$69,200 and to Undistributed Expenses by \$21,800, which amounts are hereby appropriated from the Program grant authorized herein.

Section 4. This ordinance shall take effect immediately.





**PUBLIC SAFETY  
COMMITTEE  
INTRODUCTORY NO.**

**Malik D. Evans**  
Mayor

91

February 28, 2023 POLICE 24

TO THE COUNCIL

Ladies and Gentlemen:

Re: Agreement – Monroe County, Traffic and  
Crowd Control Services and Budget  
Amendment

Council Priority: Public Safety

Comprehensive Plan 2034 Initiative Area:  
Reinforcing Strong neighborhoods

Transmitted herewith for your approval is legislation relating to police services. This legislation will:

1. Authorize an Intermunicipal Agreement (IMA) with Monroe County for the Rochester Police Department to provide traffic and crowd control services at Innovative Field (formerly Frontier Field) for Red Wings baseball games during 2023 in return for the County's reimbursement of the City's costs in an amount not to exceed \$94,000; and
2. Amend the 2022-23 Budget by \$383,000 to reflect increased revenue estimates from departmental income for the following:
  - a. A total of \$283,100 for the Police Department representing \$34,800 from the IMA in Section 1 and \$248,300 of the funds appropriated in an agreement with the Rochester City School District (RCSD) authorized in Ordinance No. 2023-23;
  - b. A total of \$99,900 for Undistributed representing \$12,200 fringe expense for the IMA in Section 1 and \$87,700 for the RCSD agreement authorized in Ordinance No. 2023-23.

Monroe County has requested assignment of Police Officers on a reimbursable overtime basis for traffic and crowd control for regular and post-season Red Wings baseball games at Innovative Field during the 2023 season. The agreement will provide for reimbursement by Monroe County at the rate of \$84 per hour for each Police Officer, in an amount not to exceed \$94,000. The term of the agreement is March 31, 2023 through October 1, 2023. The remaining \$47,000 will be appropriated in the 2023-24 Budget contingency upon its approval.

Ordinance No. 2023-23 approved an agreement with the Rochester City School District for police services during student arrival and dismissal times but neglected to amend the Budget of the Police Department for these services. The total agreement is for \$336,000 and includes overtime and fringe.

Respectfully submitted,

Malik D. Evans  
Mayor



91

Ordinance No.

**Authorizing intermunicipal agreement with Monroe County and amending the 2022-23 Budget in relation to traffic and crowd control services**

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

Section 1. The Mayor is hereby authorized to enter into an intermunicipal agreement with Monroe County (the County) for the Rochester Police Department to provide traffic and crowd control services at Innovative Field for Red Wings baseball games during 2023 in return for the County's reimbursement of the City's costs in an amount not to exceed \$94,000.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. Ordinance No. 2022-157, the 2022-23 Budget of the City of Rochester, as amended, is hereby further amended by increasing the revenue estimates and appropriations to the Budget by \$383,000 as follows:

- a. \$283,100 for the Budget of the Police Department, being the sum of \$34,800 in anticipated reimbursements from the County, which is hereby appropriated for the Services pursuant to the intermunicipal agreement authorized in Section 1, plus \$248,300 in anticipated reimbursements from the Rochester City School District, which is hereby appropriated for the provision of police services at certain school facilities in accordance with the intermunicipal agreement authorized in Ordinance No. 2023-23; and
- b. \$99,900 for the Budget Undistributed Expense, being the sum of \$12,200 in anticipated reimbursements from the County, which is hereby appropriated for the Services pursuant to the intermunicipal agreement authorized in Section 1, plus \$87,700 in anticipated reimbursements from the Rochester City School District, which is hereby appropriated for the provision of police services at certain school facilities in accordance with the intermunicipal agreement authorized in Ordinance No. 2023-23.

Section 4. This ordinance shall take effect immediately.



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

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

**PUBLIC SAFETY  
COMMITTEE  
INTRODUCTORY NO.**

92

**Miguel A. Meléndez, Jr.**, Council President, Councilmember At-Large

Council 02

February 28, 2023

TO THE COUNCIL

Ladies and Gentlemen:

Re: Amendment to Ordinance No. 2022-146

Transmitted herewith for your approval is legislation establishing \$60,000 as **additional maximum compensation** for an amendatory agreement with Constangy, Brooks, Smith and Prophete, LLP as outside counsel to investigate personnel complaints at the Police Accountability Board.

The original agreement with Constangy, Brooks, Smith and Prophete, LLP was authorized on May 19, 2022 (Ordinance No. 2022-145) at \$25,000 and amended on June 14, 2022 (Ordinance No. 2022-146) to increase the maximum compensation to \$150,000. The proposed amendment will increase the maximum compensation by \$60,000 for a total of \$210,000. The amendatory amount will be funded from the 2022-23 Budget of the City Council and Clerk.

The final report was provided publicly and to both the City Council & the Police Accountability Board members on November 16, 2022. This amendment reflects the final hours billed and costs incurred by the counsel necessary to complete that report. A summary of the allocations and expenses thus far is attached.

Respectfully submitted,

A handwritten signature in blue ink that reads "Miguel A. Meléndez, Jr." with a stylized flourish at the end.

Miguel A. Meléndez, Jr.  
President



**Summary**

**Agreement**

25,000.00 Original Allocation (Ord. No. 22-145)  
125,000.00 Amendment (Ord. No. 22-146)  
150,000.00

**Invoice #1**

72,627.50 Fees  
2,589.05 Expenses  
75,216.55 Total Paid  
74,783.45 Remaining from agreement

**Invoice #2**

200,946.00 Fees  
-68,712.55 Discount  
132,233.45  
2,550.00 Expenses  
134,783.45 Total Due  
74,783.45 Remaining from agreement  
60,000.00 Additional Needed

92

Ordinance No.

**Authorizing an amendatory agreement relating to an investigation of the Police Accountability Board**

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 agreement with Constangy, Brooks, Smith & Prophete, LLP to investigate and prepare a report regarding complaints by personnel of the Police Accountability Board. The amendment shall increase the maximum compensation of the existing agreement, which was authorized by Ordinance No. 2022-145 and amended by Ordinance No. 2022-146, by \$60,000 to a new total of \$210,000. The amendatory compensation shall be funded from the 2022-23 Budget of the City Council and Clerk.

Section 2. This ordinance shall take effect immediately.



COMMITTEE OF  
THE WHOLE  
INTRODUCTORY NO.

February 28, 2023

93, 94

TO THE COUNCIL

Ladies and Gentlemen:

Re: City Council Standard Work Day  
and Reporting Resolution

Transmitted herewith for your approval are two resolutions approving the standard monthly workday reporting for retirement purposes for certain newly elected and re-elected members of the City Council. The standard work day approach referred to in this legislation was authorized by the City Council in Resolution No. 2012-13 in accordance with the New York State and Local Retirement System Regulation at 2 NYCRR §315.4.

This legislation is being submitted for Council President Miguel A. Meléndez, Councilmembers Mitch D. Gruber, Stanley Martin, Michael A. Patterson, and Kim Smith.

- Councilmember Patterson was first appointed as the Northeast District representative on December 17, 2013, and began his second term in January 2020.
- Councilmember Gruber began his second term as an at-Large Councilmember in January 2022.
- Council President Meléndez was appointed on September 24, 2020, and began his first full-term in January 2022. He was also elected President by his colleagues in January 2022.
- Councilmembers Martin and Smith began their first term as at-Large Councilmembers in January 2022.

The legislation accepts the Councilmembers' three-month Record of Activities (ROA) logs, which have been submitted and are on file with the Clerk's Office.

The legislation is split into two resolutions so that every affected Councilmember can abstain from voting on their own retirement record without depriving the Council of a 5-member quorum to vote on each resolution.

Respectfully submitted,

Mary Lupien  
Vice President



93

Resolution No.

**Resolution relating to standard work day and retirement reporting for Councilmembers Gruber, Martin and Smith**

WHEREAS, Councilmembers Mitch D. Gruber, Stanley Martin and Kimberly Smith are enrolled in the New York State and Local Retirement System and each of them has maintained a log of Council work-related activities (Record of Activities) pursuant to 2 NYCRR 315.4 in order to factor the number of hours worked into the calculation of a standard number of days worked per month to be reported to the Retirement System;

WHEREAS, in Resolution No. 2012-13, the Council established the standard work day for members of the City Council as six hours in a standard five-day, thirty-hour work week; and

WHEREAS, based on the standard number of hours worked per month and the standard six-hour work day, the number of days worked per month for each of the three Councilmembers has been calculated in accordance with the Retirement System's Standard Work Day and Reporting Resolution form number RS 2417-A (Reporting Resolution Form), which has been presented to Council.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Rochester as follows:

Section 1. The Council hereby certifies that it has received and accepts a Record of Activities pursuant to 2 NYCRR 315.4 from each of the Councilmembers Mitch D. Gruber, Stanley Martin and Kimberly Smith and that such records shall form the basis for the number of work days to be reported to the New York State and Local Retirement System.

Section 2. Based on the number of hours set forth in each of their Record of Activities, the monthly reporting to the Retirement System of days worked for Councilmembers Mitch D. Gruber, Stanley Martin and Kimberly Smith shall be calculated based on the total number of six-hour work day equivalents worked each month, as specified in the Reporting Resolution Form.

Section 3. The Council hereby approves and incorporates into this resolution the Standard Work Day, the Record of Activities Result, the Current Term of Office and the other employment information for Councilmembers Mitch D. Gruber, Stanley Martin and Kimberly Smith. The Council hereby directs the City Clerk to post this resolution and the Reporting Resolution Form in public for a period of at least 30 days after which she shall file said resolution and form, along with an affidavit of posting, with the Retirement System.

Section 4. This resolution shall take effect immediately.

94

Resolution No.

**Resolution relating to standard work day and retirement reporting for Councilmembers Meléndez and Patterson**

WHEREAS, Councilmembers Miguel A. Meléndez, Jr. and Michael A. Patterson, are enrolled in the New York State and Local Retirement System and each of them has maintained a log of Council work-related activities (Record of Activities) pursuant to 2 NYCRR 315.4 in order to factor the number of hours worked into the calculation of a standard number of days worked per month to be reported to the Retirement System;

WHEREAS, in Resolution No. 2012-13, the Council established the standard work day for members of the City Council as six hours in a standard five-day, thirty-hour work week; and

WHEREAS, based on the standard number of hours worked per month and the standard six-hour work day, the number of days worked per month for each of the two Councilmembers has been calculated in accordance with the Retirement System's Standard Work Day and Reporting Resolution form number RS 2417-A (Reporting Resolution Form), which has been presented to Council.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Rochester as follows:

Section 1. The Council hereby certifies that it has received and accepts a Record of Activities pursuant to 2 NYCRR 315.4 from each of the Councilmembers Miguel A. Meléndez, Jr. and Michael A. Patterson and that such records shall form the basis for the number of work days to be reported to the New York State and Local Retirement System.

Section 2. Based on the number of hours set forth in each of their Record of Activities, the monthly reporting to the Retirement System of days worked for Councilmembers Miguel A. Meléndez, Jr. and Michael A. Patterson shall be calculated based on the total number of six-hour work day equivalents worked each month, as specified in the Reporting Resolution Form.

Section 3. The Council hereby approves and incorporates into this resolution the Standard Work Day, the Record of Activities Result, the Current Term of Office and the other employment information for Councilmembers Miguel A. Meléndez, Jr. and Michael A. Patterson. The Council hereby directs the City Clerk to post this resolution and the Reporting Resolution Form in public for a period of at least 30 days after which she shall file said resolution and form, along with an affidavit of posting, with the Retirement System.

Section 4. This resolution shall take effect immediately.



February 28, 2023      MAYOR 13

TO THE COUNCIL

Ladies and Gentlemen:

Re: Amend Ordinance No. 2023-25 -Living  
Cities

Council Priority: Jobs and Economic Development

Comprehensive Plan 2034 Initiative Area:  
Fostering Prosperity & Opportunity

Transmitted herewith for your approval is legislation related to a grant agreement with Living Cities (Joe Scantlebury, 1040 Avenue of the Americas, New York, NY 10018) to fund two initiatives for residents of color: the first to achieve sustainable homeownership and the second to promote entrepreneurship. This legislation will:

(1) Amend Ordinance No. 2023-25 to reduce to \$400,000 and to restrict to the homeownership initiative the original ordinance's authorization of a \$500,000 Living Cities grant for both initiatives; and

(2) Authorize a second grant agreement with Living Cities in the amount of \$150,201 to implement the entrepreneurship initiative.

Ordinance No. 2023-25 approved in January authorized one Living Cities grant agreement in the amount of \$500,000 to fund both initiatives. Shortly after the adoption of that ordinance, Living Cities offered an additional grant of \$50,201 in funding as part of the City's participation in the Closing the Gap Network, but only in return for the City agreeing to split the funding arrangement into two agreements that split Living Cities funds between the two initiatives as follows: \$400,000 for homeownership and \$150,201 for entrepreneurship.

This modification will allow the City to increase the aggregate funding for the two initiatives by \$50,201, an amount that will be anticipated and included in the 2023-24 Budget of the Office of the Mayor.

Respectfully submitted,

Malik D. Evans  
Mayor





INTRODUCTORY NO.

95

Ordinance No.

**Amending Ordinance No. 2023-25 and authorizing an agreement in relation to two Living Cities grant initiatives**

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

Section 1. Section 1 of Ordinance No. 2023-25, authorizing an agreement and amending the 2022-23 Budget for a Living Cities grant, is hereby amended as follows:

Section 1. The Mayor is hereby authorized to enter into an agreement with Living Cities for the receipt and use of ~~\$500,000~~ \$400,000 in funding to increase access to homeownership ~~and entrepreneurship~~ for residents of color. The term of the agreement shall be two years.

Section 2. The Mayor is hereby authorized to enter into an agreement with Living Cities for the receipt and use of \$150,201 in funding to increase access to entrepreneurship opportunities for residents of color. The term of the agreement shall be two years.

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

Section 4. This ordinance shall take effect immediately.

Strikeout indicates deleted text, new text is underlined



February 28, 2023

MAYOR 14

TO THE COUNCIL

Ladies and Gentlemen:

Re: 2022-23 Budget Amendment – Grant for Historic Society Collections

Council Priority: Support the creation of effective educational systems

Comprehensive Plan 2034 Initiative Area: Reinforcing Strong Neighborhoods – Historic Preservation

Transmitted herewith for your approval is legislation accepting a grant from the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP), authorizing an Agreement with The Landmark Society of Western New York, Inc. for the receipt and use of \$50,000 in grant funds for historical preservation services and amending the 2022-23 Mayor’s Office Budget.

With the assistance of Assemblymember Harry Bronson, the City is the recipient of a NSOPRHP Legislative Initiative Grant to support the protection of Rochester Historical Society (RHS) collections. The grant was authorized to cover the cost of collection relocation to enable assessment and inventory. Portions of the RHS collections, in various locations, suffer from high temperatures, humidity, and water leaks that have damaged items of historical value to Rochester. The Landmark Society is in negotiations with RHS for merger and/or support of RHS collections in the event of state-mandated dissolution.

The Landmark Society will administer the grant services on behalf of the City, which includes relocation, provision of current inventory listing and preliminary condition assessment. The Rochester Public Library, Rochester Museum & Science Center, Genesee Country Village & Museum and the Landmark Society have appointed a joint working group to ensure that the collection is preserved within the community. Representatives from the City shall inspect final collection location(s) to ensure adherence with grant provisions and collection protection.

The Agreement will be through June 30, 2023 and funded from the grant proceeds.

Respectfully submitted,

Malik D. Evans  
Mayor



96

Ordinance No.

**Accepting a grant, amending the 2022-23 Budget and authorizing agreements relating to the preservation of historic society collections**

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

Section 1. The Mayor is hereby authorized to enter into a grant agreement with the New York State Office of Parks, Recreation and Historic Preservation (NYSOPRHP) for the receipt and use of a NYSOPRHP Legislative Initiative Grant of \$50,000 to fund inventory and assessment services, consultation with the Rochester Public Library and other Project stakeholders, relocation and other activities to preserve the historic collections of the Rochester Historical Society (the Project).

Section 2. Ordinance No. 2022-157, the 2022-23 Budget of the City of Rochester, as amended, is hereby further amended by increasing the revenue estimates and appropriations of the Budget of the Office of the Mayor by \$50,000, which amount is hereby appropriated to the Project from the grant funds authorized in Section 1 herein.

Section 3. The Mayor is hereby authorized to enter into a professional services agreement with The Landmark Society of Western New York, Inc. to administer the Project for a term that extends through June 30, 2023. The maximum compensation for the agreement shall be \$50,000, which shall be funded from the 2022-23 Budget of the Office of the Mayor.

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

Section 5. This ordinance shall take effect immediately.





February 28, 2023 BHRM 16

TO THE COUNCIL

Ladies and Gentlemen:

Re: Agreement – All Things Diverse, LLC -  
Diversity, Equity, and Inclusion/Cultural  
Competence Assessment, Strategic Plan and  
Training

Council Priority: Support the Creation of  
Effective Educational Systems

Comprehensive Plan 2034 Initiative Area:  
Fostering Prosperity & Opportunity

Transmitted herewith for your approval is legislation establishing \$178,067 as maximum compensation for an agreement with All Things Diverse, LLC (Tammy L. Hodo, Ph.D., President) of Jacksonville, Florida for conducting diversity, equity, inclusion, and cultural competence strategic planning and training services for the Rochester Fire Department. The term of this agreement will be for one year and will be funded from the 2022-23 Budgets of Undistributed (\$100,000), the Department of Human Resource Management (\$39,034) and the Fire Department (\$39,033).

One million dollars in City funds were allocated in the 2022-23 Budget of Undistributed to assist with implementation of RASE Commission recommendations, and \$50,000 of the funds allocated for this contract are from that allocation. The RASE Report highlighted job accessibility as Key Issue #3. The goal of this agreement is to increase the diversity of the Rochester Fire Department (RFD) workforce and to ensure the services they deliver are done in an equitable, caring, fair, and inclusive manner. This can be accomplished through building support for diversity, equity, inclusion and by working closely within the Department and community so diversity, equity, and inclusion perspectives and goals are integrated into the Rochester Fire Department’s decision making, policies, practices, procedures and services. The Department seeks to increase the staff’s cultural responsiveness through training and discussions to build excellence in communication and customer service for everyone regardless of race, ethnicity, gender, sexual orientation, age, socioeconomic status, disability, or other protected and important classes of people. With respect to the community, the goal is to institutionalize equity and social justice, reinforce inclusion, affirm diverse identities and experiences, support victims of hate and bias, foster respect among all, and celebrate differences as this is essential to a shared goal of being a welcoming community where everyone can thrive.

In this agreement, All Things Diverse LLC will address all of the following requested services:

- ✓ Conduct an organizational assessment and develop a baseline report for current organizational practices and evaluate the level of diversity, equity, inclusion and cultural competence awareness;
- ✓ Analyze the Rochester Fire Department’s operations policies and initiatives, with a focus on diversity, equity, inclusion and cultural competence and identify those areas where marginalized populations face structural inequities not addressed by current policies and procedures;



- ✓ Work with the leadership in the Rochester Fire Department in guiding and developing a Mission and Vision statement along with formalizing a new set of values that would include diversity, equity, and inclusion perspectives;
- ✓ Design and facilitate learning opportunities for all Rochester Fire Department employees and develop a Diversity, Equity and Inclusion Strategic Plan.
- ✓ Develop a plan that can be used by the Rochester Fire Department when engaging in community events in an effort to build trust between the Department and the community they serve.

All Things Diverse LLC was selected through a request for proposal process described in the attached summary.

Respectfully submitted,



Malik D. Evans  
Mayor





5. **Review team included staff from:** RFD/Office of the Chief (2), RFD/Training Academy (1), DHRM (1)

6. **Additional considerations/explanations**

7. **MWBE Officer has reviewed the recommended firm's proposal for MWBE and Workforce goals.** MWBE Officer Initials:  Date: 2-6-23

97

Ordinance No.

**Authorizing an agreement relating to strategic planning and training for Diversity, Equity and Inclusion and Cultural Competence Assessment**

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 All Things Diverse, LLC to provide to the Rochester Fire Department diversity, equity, inclusion, and cultural competence strategic planning and training services for a term of one year. The maximum compensation of \$178,067 shall be funded from 2022-23 Budget in the amounts of \$100,000 from Undistributed Expense, \$39,034 from the Department of Human Resource Management and \$39,033 from the Fire Department.

Section 2. The agreement shall have such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.



**City of Rochester**

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

**FINANCE  
INTRODUCTORY NO.**

98

**Malik D. Evans**  
Mayor

February 28, 2023 LIBRARY 17

TO THE COUNCIL

Ladies and Gentlemen:

Re: 2022-23 Budget Amendment – County Historian

Council Priority: Support the creation of effective educational systems

Comprehensive Plan 2034 Initiative Area: Reinforcing Strong Neighborhoods – Historic Preservation

Transmitted herewith for your approval is legislation authorizing an Intermunicipal Agreement (IMA) with Monroe County for County Historian services and amending the 2022-23 Library Budget to accept \$50,000 for Library administration of the IMA services.

Monroe County issued a Request for Proposal (RFP) for County Historian services in fall 2022; the Rochester Public Library responded outlining activities to be provided by the Central Library's Local History and Genealogy Division. Under the IMA the Library will move the County's historical archives from its current location at St. John Fisher's Lavery Library to the Central Library's Rundel Memorial Building. The Library shall maintain the County's historical archives, perform the duties of the County Historian as outlined in the RFP, and engage consultant(s) to assess and evaluate the County Historian responsibilities and collections.

It is the intent with the first year of the IMA, the Library, City and County will explore the feasibility of shared service between the County and City for a regional history center, possibility of a long-term plan for the working relationship between the parties for maintaining regional historical archives as well as optimal physical and virtual spaces to provide City as well as County Historian services.

The IMA will be for a one-year period beginning April 1, 2023 with four additional one-year renewal period options. Subsequent year services will be incorporated as part of the annual Library budget process.

Respectfully submitted,

Malik D. Evans  
Mayor





98

Ordinance No.

**Authorizing an intermunicipal agreement with Monroe County and amending the 2022-23 Budget in relation to County Historian services**

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

Section 1. The Mayor is hereby authorized to enter into an intermunicipal agreement with Monroe County (County) for the Rochester Public Library (Library) to perform certain specified duties of the County Historian, to relocate the County's historic archive collections to the Library's Local History and Genealogy Division in the Rundel Memorial Building, to maintain and evaluate those collections, and to consult with the County on the feasibility of sharing additional historian responsibilities and/or possible joint projects going forward (collectively, Historian Services). The agreement shall have a term of one year with the option to extend the term for up to four additional periods of 1 year each. The maximum compensation for the initial term shall be \$50,000, which shall be funded from anticipated reimbursements from the County appropriated to the 2022-23 Budget of the Public Library as authorized in Section 3 herein. The maximum compensation for any optional term extension shall be established by mutual agreement of the parties and as part of the City's annual Public Library budget process.

Section 2. The intermunicipal agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. Ordinance No. 2022-157, the 2022-23 Budget of the City of Rochester, as amended, is hereby further amended by increasing the revenue estimates and appropriations of the Budget of the Public Library by \$50,000, which amount is hereby appropriated from anticipated reimbursements from the County for Historian Services.

Section 4. This ordinance shall take effect immediately.



99

February 28, 2023

MAYOR 22

TO THE COUNCIL

Ladies and Gentlemen:

Re: Agreement – Greenberg Traurig, LLP  
State Lobbying Services

Transmitted herewith for your approval is legislation establishing \$96,000 as the maximum compensation for an agreement with Greenberg Traurig, LLP (Robert M. Harding, Shareholder) to provide inter-governmental affairs services in connection with the City's interactions with the New York State government (the Services) for a term commencing on February 1, 2023 and ending on December 31, 2023. The cost of the agreement will be funded from the 2022-23 Budget of the Office of Mayor.

The scope of the Services will include but not be limited to:

- Providing intergovernmental affairs advice in connection with the New York State Legislature, Executive and regulatory agencies;
- Monitoring of legislation, budget actions, and proposed rules and regulations of interest to the City;
- Attending legislative sessions, hearings and committee meetings as necessary; and
- Assisting the City to develop and communicate to relevant legislators and staff the City's positions on various legislative and budgetary initiatives, as well as arranging meetings with legislative, executive branch or regulatory agency officials to advance City objectives.

The City issued a request for proposals (RFP) for the Services and received no responses. A No-RFP Justification form describing how the City obtained and assessed a proposal from the Greenberg Traurig firm in lieu of responses to its RFP, is attached.

Respectfully submitted,

Malik D. Evans  
Mayor



## NO RFP JUSTIFICATION STATEMENT

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

The Procurement of Professional Services Policy (Ord. No. 2012-318) requires an RFP to be issued under most circumstances. If it is determined that an RFP 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 \$10,000, and
2. To the contract record when entered in Munis.

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**Department:** Mayor's Office **Services(s):** State lobbying services

**Vendor/Consultant selected:** Greenberg Traurig, LLP

**How was the vendor selected?** By Mayor's Office

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

(Your rationale should include the following information when applicable)

- **Special circumstances:** *The Mayor's Office issued a RFP, posted it on the City website and sent it to multiple firms. There were no replies. Then the Corporation Counsel (CC) contacted several firms, all but Greenberg responded that they were not interested.*
- 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. *No.*
- Are there unique or **emergency circumstances**? Describe how an RFP process would jeopardize the success of the project.

*The City does not have time to initiate another RFP process. The City needs State lobbying services immediately because this is a critical time in the development of State Budget, which is due April 1.*

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 RFP would not produce additional qualified consultants.

*The Office of the Mayor tried and failed to find any other willing and qualified provider. See above. Greenberg Taurig has an outstanding reputation. A trusted legal advisor of the City recommended that the City speak with them. Having a lobbying firm with presence and connections at the State is essential. This firm has multiple staff who are engaged in Albany. The head of their lobbying unit is a former local government official and understands the needs of a City.*

- Does the project include **multi-year State or Federal funding**? *No. And this engagement is not a continuation of a prior State lobbying engagement for the City.*




Compensation Amount: \$96,000

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

*After the CC reviewed with the provider the anticipated types and subject matters of services required, they negotiated a set fee of \$96,000, which is reasonable and best value given the large scope of services required and the provider's capacity to perform those services well.*

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

MWBE Officer Initials: 

Date: 2-27-23

  
Office of the Mayor

2-27-23  
Date

99

Ordinance No.

**Authorizing an agreement for State lobbying services**

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

Section 1. The Mayor is hereby authorized to enter into a professional services agreement with Greenberg Traurig, LLP to provide inter-governmental affairs services in connection with the City's interactions with the New York State government for a term commencing on February 1, 2023 and ending on December 31, 2023. The maximum compensation for the agreement shall be \$96,000, which shall be funded from the 2022-23 Budget of the Office of Mayor.

Section 2. The agreement shall contain such additional terms and conditions as the Mayor deems appropriate.

Section 3. This ordinance shall take effect immediately.



## City of Rochester

City Hall Room 308A, 30 Church Street  
Rochester, New York 14614-1290  
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## FINANCE INTRODUCTORY NO.

# 100

Malik D. Evans  
Mayor

February 28, 2023      LAW 23

TO THE COUNCIL

Ladies and Gentlemen:

Re: Cable TV Code Amendments

Council Priority: Jobs and Economic Development

Comprehensive Plan 2034 Initiative Area:  
Fostering Prosperity & Opportunity

Transmitted herewith for your approval is legislation authorizing amendments to Chapter 4A Cable Television of the Municipal Code of the City of Rochester (Chapter 4A). These amendments are being made in conjunction with the renewal of the cable franchise agreement (Agreement) with Spectrum Northeast, LLC, (Charter), the cable service provider in the City of Rochester. Many of the changes to Chapter 4A are being made to ensure that it is consistent with the terms of the Agreement. Additional revisions to the Chapter are being made because of changed circumstances since the adoption of Chapter 4A in 1991, including changes to state and local agencies cited in the ordinance, changed technology and new state and federal cable regulations.

Rochester City Council adopted Chapter 4A in December 1991, by Ord. No. 91-532 and the next year granted the original cable television franchise to Greater Rochester Television, which was subsequently assigned to Time Warner in 1994 and to Charter in 2016.

In the more than thirty years since the adoption of Chapter 4A, there have been many regulatory and technical changes which require substantial changes to the terms of the Agreement, and in turn require changes to Chapter 4A, to ensure that there are no inconsistencies or conflicts between the two documents. Chapter 4A was adopted when the cable provider was constructing its cable infrastructure and many ordinance requirements related to that issue are no longer relevant. New federal regulations, including a recent FCC ruling, the 2019 Third Report and Order (FCC Order), require many changes to the Agreement and Chapter 4A, specifically concerning the Public, Education and Government (PEG) access channels. Other changes are being made to Chapter 4A to clarify its provisions. Instead of lengthy paragraphs describing multiple requirements, the ordinance now refers to the appropriate state or federal cable standards. Not only does this simplify the ordinance language but it ensures that Chapter 4A stays current with changing state and federal regulations.

The substantive amended provisions of Chapter 4A include:

- Amended and added definitions to be consistent with the Agreement, with new state and federal regulations and new state agencies established since the adoption of Chapter 4A in 1991.
- Added references to City codes and regulations protecting the City-owned right-of-way, including City Code Chapter 104 and the Rules and Regulations for Work in the Right-of-Way.
- Revised section concerning the access channels for public, educational and government use (PEG) channels to comply with the FCC Order.
- Revised franchise revocation section to be clearer and consistent with Agreement.





- Revised section on assignment and transfer of franchise to be clearer and consistent with Agreement.
- Increased insurance amounts to reflect the coverage amounts that Charter will be required to maintain under the Agreement and to be consistent with amounts required for telecommunications providers working in the ROW.
- Added security bond language for \$100,000 to be consistent with the Agreement.
- Revised construction bond requirements to reflect fact that Charter has completed its major construction and added the security requirements in Chapter 104 and the Rules and Regulations to apply to ongoing work by Charter and in the event of a new franchisee.
- Deleted "Penalties" and added liquidated damages provisions, to be consistent with the Agreement.
- Revised indemnification language, which is equally protective of the City, and is consistent with the Agreement.

Respectfully submitted,



Malik D. Evans  
Mayor

**Amending the Municipal Code to adopt a new Chapter 4A regarding Cable Television**

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

Section 1. Chapter 4A of the Municipal Code, Cable Television, as amended, is hereby repealed in its entirety and the Council hereby adopts a new Chapter 4A as follows:

**Chapter 4A Cable Television**

**§ 4A-1. Purpose.**

The purpose of this chapter is to promote and protect the public welfare, regulate the use of the public streets and encourage the development and growth of cable service by providing standards and procedures for the construction, maintenance and operation of any cable system in the City of Rochester.

**§ 4A-2. Definitions.**

Whenever the following words and phrases are used in this chapter, they shall have the following meanings:

**AFFILIATED ENTITY** – Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Franchisee.

**BASIC SERVICE** – The Cable Service tier provided by a Franchisee that includes at least the retransmission of local broadcast television signals and the Public, Educational and Governmental (“PEG”) access channels, to the extent required by applicable law.

**CABLE OPERATOR** – Any person or group of persons who provide cable service over a cable system and directly or through one or more affiliates owns a significant interest in such cable system or who otherwise controls or is responsible for, through any arrangement, the management and operation of a cable system.

**CABLE SERVICE** – The one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

**CABLE SYSTEM** – A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the City but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that

use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

CHANNEL – A portion of electromagnetic frequency spectrum which is used in a Cable System and is capable of delivering a television channel.

CHAPTER 4A – The Cable Television Ordinance of the City of Rochester.

CITY – The City of Rochester, New York.

CITY COUNCIL – The Common Council of the City of Rochester, New York.

CONSTRUCTION – Any activity that physically invades and encumbers any public street, land or place within the City or the space over or under such street, land or place, including the reconstruction, rebuild or upgrade of a cable system.

FCC – Federal Communications Commission.

FRANCHISE – Any right and privilege or the renewal thereof awarded or granted by the City Council pursuant to § 5-23 and 5-24 of the City Charter and this chapter to a cable operator for the purpose of constructing, operating and maintaining a cable system within the City.

FRANCHISE AGREEMENT – An agreement containing terms and conditions relating to a franchise, executed by the Mayor and an authorized representative of the cable operator.

FRANCHISEE – Any person that is awarded a franchise to construct, operate and maintain a cable system within the City.

GROSS REVENUES – All revenue, as determined in accordance with generally accepted accounting principles (“GAAP”), received directly or indirectly by Franchisee or its Affiliated Entities derived from the operation of Franchisee’s Cable System in the City to provide Cable Services. Gross Revenues shall include, but are not limited to, the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged for premium services;
- (4) fees for all digital video tiers;
- (5) fees for video-on-demand;
- (6) fees charged to Subscribers for any optional, per-channel or per-program services;
- (7) revenue from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, and reconnection for video or audio programming;
- (9) fees for changing any level of Cable Service;
- (10) inside wire maintenance fees;
- (11) convenience fees;
- (12) fees for a Franchisee’s Leased Access Channels, channels designated for use by any entity that is unaffiliated with Franchisee pursuant to Section 612 of the Cable Act, 47 U.S.C. § 532;
- (13) rental of any and all Cable Service equipment, including converters and remote control devices;



- (14) fees for service calls related to Cable Service;
- (15) any and all locally-derived Cable Service advertising revenues;
- (16) locally-derived revenues or commissions from home shopping channels;
- (17) revenue from interactive Cable Services;
- (18) broadcast retransmission fees;
- (19) regional sports fees;
- (20) late payment fees;
- (21) billing fees;
- (22) any fees for services to City facilities; and
- (23) pass-through of Franchise Fees.

Gross Revenues shall not include bad debts, investment income, refunded deposits, the FCC User Fee, or any taxes on services furnished by Franchisee and imposed directly upon any Subscriber or user by the City, state, federal or other governmental unit.

MAYOR – The Mayor of the City of Rochester or the Mayor's designee.

NYPSC – New York Public Service Commission.

PERSON – Any individual, association, firm, partnership, corporation or other legal entity, but not the City government.

STREET – Any public right-of-way or other public lands or places within the City over which the City has sufficient control to grant a franchise.

SUBSCRIBER – A person or entity who contracts with franchisee for, and lawfully receives the video signals and Cable Services distributed by the Cable System.

**§ 4A-3. Nonexclusive cable television franchise required.**

A. No person shall own, construct or operate a cable system in the City, unless the City has granted a franchise to that person pursuant to the provisions of the City Charter and this chapter.

B. Any franchise granted hereunder shall be nonexclusive, and the City reserves the right to grant a similar franchise to any other persons, at any time, pursuant to the provisions of the City Charter and this chapter, as they may be amended from time to time.

**§ 4A-4. Franchise term.**

The term of any franchise shall be no less than 10 nor more than 15 years from the date established in the ordinance awarding the franchise.

**§ 4A-5. Annual franchise fee.**

A. A franchisee shall pay the City an annual franchise fee expressed as a percentage of gross revenues, not to exceed the maximum percentage permitted by applicable federal and state law, as contained in the franchise agreement.

B. In the event that the franchise fee is not paid by the due date specified in the franchise agreement, the unpaid portion shall be subject to interest payments at the then-current prime rate as published in the Wall Street Journal, simple interest, until paid.

#### **§ 4A-6. Franchise renewal.**

A franchise may be renewed by the City pursuant to the procedures established in this section and applicable federal and state law and regulations.

A. During the six-month period which begins with the 36th month before the expiration of the franchise, the City may, on its own initiative, and shall, at the request of a franchisee, commence proceedings which afford the public in the franchise area appropriate notice and participation for the purposes of:

- (1) Identifying future cable-related community needs and interests; and
- (2) Reviewing the performance of the franchisee under the franchise during the then current franchise term.

B. Proposals for renewal.

- (1) Upon completion of such proceedings, the franchisee may submit a proposal for renewal. Upon the request of the City a franchisee shall submit a proposal for renewal.
- (2) Any such proposal shall contain such material as the City may require, including proposals for an upgrade of the cable system.
- (3) The City may establish a date by which any such proposal shall be submitted.

C. Renewal; administrative proceedings.

(1) Upon submittal of a proposal for the renewal of a franchise, the City shall provide prompt public notice of such proposal and, during the four-month period which begins on the completion of any proceedings under Subsection A, shall either renew the franchise or issue a preliminary assessment that the franchise should not be renewed and commence at the request of the franchisee or on its own initiative an administrative proceeding to consider whether:

- (a) The franchisee has substantially complied with the material provisions of this chapter and the existing franchise agreement and with other applicable law;
- (b) The quality of the franchisee's entire cable service, except for the mix, quality and level of specific programming or other services provided over the system, has been reasonable in light of community needs;
- (c) The franchisee has the financial, legal and technical ability to provide the cable services, facilities and equipment as set forth in the proposal; and
- (d) The proposal is reasonable to meet future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.



(2) In any administrative proceeding, the franchisee and the public shall be afforded notice, and the franchisee and the City shall be afforded fair opportunity for full participation, including the right to introduce evidence, to require the production of evidence and to question witnesses, related to the factors set forth in Subsection C(1). A transcript shall be made of any such proceeding.

(3) At the completion of an administrative proceeding, the City shall issue a written decision granting or denying the proposal for renewal based upon the record of such proceeding and shall transmit a certified copy of such decision to the franchisee. Such decision shall state the reasons therefor.

D. Any refusal to renew a franchise or denial of a proposal for renewal shall be based only on one or more adverse findings made with respect to the factors set forth in Subsection C(1), based upon the record of such proceeding. The City may not base a refusal to renew or a denial of renewal upon factors in Subsection C(1)(a) and (b) unless the City has given a franchisee notice of and an opportunity to cure violations or problems or has waived, in writing, its right to object to, or it is adequately documented that the City has effectively acquiesced in, such violations and problems.

E. If a franchisee's proposal for renewal has been denied by a final decision of the City made pursuant to this section or if a franchisee has been adversely affected by a failure of the City to act in accordance with the procedural requirements of this section, the franchisee may seek review of such final decision within 120 days of the date of the issuance of the decision either in Federal District Court for the Western District of New York or in Supreme Court in Monroe County. The Court shall grant appropriate relief if it finds that any action of the City is not in substantial compliance with the procedural requirements of this section or that the denial of the renewal proposal by the City is not supported by a preponderance of the evidence based on the record of the proceeding conducted under this section.

F. Any decision of the City on a proposal for renewal shall not be considered final unless all administrative review by the State of New York has occurred or the opportunity therefor has lapsed.

G. Notwithstanding the provisions of this section, a franchisee may submit a proposal for the renewal of a franchise at any time, and the City may, after affording the public adequate notice and opportunity for comment, grant or deny such proposal at any time, including after proceedings pursuant to this section have commenced. The provisions of this § 4A-6A through F shall not apply to a decision to grant or deny a proposal under this subsection. The denial of a proposal for renewal pursuant to this subsection shall not affect action on a renewal proposal that is submitted in accordance with Subsections A through F of this section.

#### **§ 4A-7. Franchise revocation.**

In addition to all other rights and remedies retained by the City under this chapter or otherwise, the City shall have the right to revoke a franchise and all rights and privileges of a franchisee if the franchisee has made a material misrepresentation of fact during the franchise application or renewal process or fails to comply substantially with any material provision of this chapter or the franchise agreement after notification and opportunity to cure. The City shall not have the right to revoke a franchise if a material misrepresentation or breach occurs without any fault of a franchisee or occurs as a result of circumstances beyond a franchisee's control;



provided, however, that no material misrepresentation or breach shall be excused by economic hardship or by the misfeasance or malfeasance of a franchisee's directors, officers, employees or agents. Revocation shall be by ordinance of the City Council, duly adopted by 3/4 of all the members of the Council, in accordance with the following procedures:

A. In the event that the City finds that grounds exist for revocation of a franchise, the Mayor shall send written notice of the violation of a material term or condition of the franchise agreement or this chapter to franchisee, describing the misrepresentation or breach or failure and why the misrepresentation, breach or failure is material and substantial. The franchisee shall have 30 days subsequent to receipt of the notice to address the misrepresentation or correct the failure or to rebut the violation in writing and request a hearing, unless the time is extended by the Mayor for good cause shown by the franchisee.

B. If franchisee submits a written statement rebutting the violations and requesting a hearing, the Mayor shall within thirty (30) days of receipt of franchisee's statement either:

- (1) Issue a written decision withdrawing the notice of violation;
- (2) Settle with franchisee by agreeing to terms for resolution of the violations and schedule for compliance;
- (2) Notify franchisee that a revocation hearing is scheduled.

C. The Mayor or the Mayor's designee, including as appropriate to the nature of the violation, the Commissioner of Environmental Services or the Director of Finance, as hearing officer, shall hold a public hearing upon reasonable notice, which shall not be less than thirty (30) days, affording due process to consider revocation of the franchise. At the public hearing, the franchisee shall be permitted to be represented by counsel, and shall have the ability to submit evidence and summon witnesses on its behalf, to inspect appropriate documents and to cross-examine opposing witnesses. Compliance with the technical rules of evidence shall not be required. There shall be a stenographic record of the public hearing. The hearing officer shall, within 21 days of the hearing, make a written recommendation upon stated grounds to revoke the franchise absolutely or conditionally or decline to revoke the franchise, with or without conditions.

D. A recommendation by the hearing officer to revoke the franchise shall be submitted to City Council at its next available meeting. If City Council acts to revoke a franchise by ordinance duly adopted by 3/4 of all members of the Council, the franchisee shall have the right to appeal such revocation decision to a court of competent jurisdiction. The filing of a timely appeal by the franchisee shall operate to stay the effect of the revocation ordinance pending resolution of the issues on appeal and all rights and obligations of the parties under this chapter and the franchise agreement shall continue.

#### **§ 4A-8. Restrictions against assignment and transfer.**

A. No assignment or transfer by a franchisee of its franchise shall be made without the prior approval of the City Council by an ordinance duly adopted by 3/4 of all the members of the Council. Such approval shall not be unreasonably withheld and the grounds for approval shall be that the proposed transferee is technically, financially and legally qualified as a cable operation and that the transferee shall comply with all provisions of this chapter and the

franchise agreement. The proposed transferee shall execute a legally binding document evidencing that it will be bound by the terms and conditions of the franchise agreement.

B. Assignments or transfers requiring prior written approval by the City include:

- 1) franchisee's, including any Affiliated Entity's, assignment or transfer, through its own action or by operation of law, of its right, title or interest in the Cable System or Franchise Agreement;
- 2) franchisee's, including any Affiliated Entity's, assignment or transfer, through its own action or by operation of law, of its control of the Cable System or the Franchise Agreement; and
- 3) franchisee's, including any Affiliated Entity's, sale, conveyance, transfer, exchange or release of more than fifty percent (50%) of its equitable ownership in the Cable System.

C. Notwithstanding the foregoing, no approval of the City shall be required for (i) a transfer in trust, by mortgage, by other hypothecation, or by assignment to a financial institution of any rights, title, or interest of franchisee in the Franchise Agreement or in the Cable System to secure indebtedness, provided that the transferee agrees to be bound by all the terms and conditions of the Franchise Agreement and this Chapter; or (ii) a transfer, assignment, or change of control of any rights, title, or interest in the Franchise Agreement, the Cable System or to any Affiliated Entity.

D. Failure of a franchisee to comply with the provisions of this section shall be deemed a material violation sufficient to justify revocation of the franchise.

#### **§ 4A-9. Foreclosure.**

Upon the commencement of proceedings to foreclose or judicially sell all or any part of the cable system, a franchisee shall immediately notify the Mayor, in writing, of such fact, and the approval of  $\frac{3}{4}$  of all the members of the City Council to transfer control of the franchise shall be required.

#### **§ 4A-10. Bankruptcy and receivership.**

In order to pursue the governmental purposes set forth in § 4A-1 and to ensure adequate and uninterrupted cable television service, in the event that a franchisee or any parent organization of a franchisee seeks protection from creditors in any judicial forum, including filing a petition in bankruptcy, or is involuntarily placed in bankruptcy or receivership, the Corporation Counsel shall immediately seek an order compelling assumption or rejection of the franchise agreement and providing that no assumption shall be effective unless any default is cured and adequate assurance is provided for future performance of the franchise agreement. No assignment of the franchise agreement to any entity shall be permitted unless the City Council shall, in its discretion, as set forth in § 4A-8 above, find such entity to be technically, financially and legally qualified as a cable operation, nor shall any such assignment contain provisions less stringent or less beneficial to the subscribers and the City than those set forth in the franchise agreement. The City shall retain the right to pursue any and all other remedies which may be available under federal or state law at the time of such occurrence.

#### **§ 4A-11. Construction and installation of system.**



A. Any franchisee is hereby granted the right and privilege and an easement to construct, erect, place, operate, repair and maintain poles, wires, transmission lines, distribution lines, service lines and cable television and communications equipment in and on, under and over all public streets, lands and places in the City for the purpose of furnishing the City and its inhabitants with cable services, subject to the approval of the City Engineer and the requirements of Chapter 104 of the Municipal Code and the Rules and Regulations for Work in the Right-of-Way ("Rules and Regulations") adopted thereunder.

B. A franchisee shall not erect any poles on the streets of the City without the prior approval of the City Engineer as to specific locations. Whenever the telephone or other utility companies have erected poles, a franchisee shall be expected to enter into a joint use agreement for those poles. A franchisee shall not apply to the City Engineer to erect its own poles unless a franchisee has been unable in good faith to enter into such joint use agreement and any new poles shall be subject to approval as set forth in the Rules and Regulations.

C. In those areas of the City where no poles exist and where a franchisee has not secured the City Engineer's approval to install its own poles, which approval shall not be withheld unreasonably, all wiring of the system shall be constructed underground.

D. Prior to the commencement of any construction, including reconstruction, rebuild or upgrade, of any part of the system, a franchisee shall submit to the City Engineer a construction plan showing the location and design of all proposed construction and a schedule therefor.

E. The proposed construction schedule shall be subject to the approval of the City Engineer; provided, however, that construction shall take no longer than four years to complete. All construction, including reconstruction, rebuild and upgrade, required pursuant to a franchise agreement shall commence no later than six months after the award or renewal of the franchise or the order of the City, whichever is applicable, and shall proceed according to the approved schedule.

F. A franchisee shall apply for all required permits and shall not undertake any construction without receipt of such permits, which shall not be delayed or withheld unreasonably.

G. The construction, installation and maintenance of a cable system shall meet or exceed any and all technical performance standards of the FCC, the National Electrical Code, the National Electrical Safety Code, and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the NYPSC and the generally applicable law, ordinances and construction standards of the City, as amended from time to time.

H. The City shall have the right to specify the methods and materials to be used by a franchisee in any construction affecting the surface or bed of any public street or any public lands or places, and to specify the location of any equipment or facilities proposed by a franchisee to be placed within or upon any public street or any public lands or places. The City shall have the right reasonably to condition and limit the construction work of a franchisee to assure a minimum of inconvenience to the traveling public.

I. All of a franchisee's construction shall be conducted in such a manner as to cause minimum interference with the rights and reasonable convenience of the public and any property owners that may be affected by the construction.



J. A franchisee shall promptly repair and restore to its previous condition any private or public property which may have been damaged as a result of the construction or maintenance of the system within ten (10) business days occurrence of the damage, weather permitting. All repairs and restorations shall comply with the Rules and Regulations, so long as the Rules and Regulations are applied to franchisee in a non-discriminatory manner. Upon failure of a franchisee to timely comply with the requirements of the Rules and Regulations and the City having notified franchisee in writing of the repairs and restoration required, the City may cause proper repairs and restoration to be made and the costs of such work shall be paid by franchisee upon demand by the City, by direct payment or in the City's sole discretion, a claim against the surety bond. Franchisee shall be treated the same as other similarly situated entities.

K. Cable service shall be extended at regular installation and monthly service rates to all residential areas where there is a density of 20 residences per linear strand mile for aerial cable as measured from a franchisee's closest technologically feasible tie-in point that is actively delivering cable service as of the date of a request for service. A franchisee shall extend cable service to areas where there is a lesser density upon payment by requesting households in such areas of a higher installation rate not to exceed the franchisee's actual and direct costs divided equally among the number of requesting households.

L. For subscribers requesting connection requiring an aerial drop line within 150 feet aerial distance from a franchisee's point of connection to its distribution line, a franchisee shall extend cable service at the regular installation rate. For aerial connections in excess of 150 linear feet and any underground installations, Subscribers shall pay at a rate not to exceed the franchisee's actual costs of installation.

M. The system shall be constructed so as to provide an emergency alert system as required by the FCC.

N. The City Engineer shall have the right to inspect all construction and all installation work within any public street or on any public lands or places that is performed by a franchisee or under contracts with a franchisee.

O. A franchisee shall submit to the City Engineer detailed as-built drawings reflecting the location of all construction, including reconstruction, rebuild or upgrade, as required by the City Rules and Regulations.

P. A franchisee shall have the right to remove, trim, cut and to keep clear of its poles, cables, underground conduits and related equipment the trees in and along the public streets, however, a franchisee shall not cut or damage said trees to any greater extent than is reasonably necessary for the construction, erection, installation, maintenance and use of cable television system equipment. Any such tree trimming and any cutting down and removal of trees shall only be performed in accordance with Section 89-9 of the Municipal Code and the Rules and Regulations.

Q. A franchisee shall promptly upon discovery or notification cover or remove any graffiti on its equipment and facilities.

R. A franchisee shall be required, at its expense, to protect, support, temporarily disconnect, relocate in or remove from public streets, lands or places any property of the

franchisee whenever required by the Mayor upon reasonable notice by reason of traffic conditions, public safety, street construction or any other public purpose. In addition, a franchisee may be required, at its expense, to move any part or all of its equipment and facilities from any public streets, lands or places upon the termination or revocation of the franchise, as may be directed by the Mayor upon reasonable notice, provided that such direction is in accordance with federal and state law where applicable.

S. The franchisee on the request of any person, firm or corporation holding a building moving permit issued by the City shall temporarily raise or lower its wires to permit the moving of buildings. The direct and actual expense of such temporary removal, raising or lowering of wires shall be paid to the franchisee, by the person, firm or corporation requesting the same, and the franchisee shall have the authority to require such payment in advance. The franchisee shall be given not less than 48 hours' advance notice to arrange for such temporary wire changes.

#### **§ 4A-12. Obligations of residential developers.**

In all areas where new residential development or redevelopment is to be constructed and to be served in whole or in part by underground power and telephone, and only in areas where both utilities are to be placed underground, the owner or developer shall provide a franchisee, upon reasonable advance notice to the franchisee and for not less than five working days, at no expense to the franchisee, the easement, trench and backfill and all necessary substructure for laying cable television cables, exclusive of all electronic cable television facilities.

#### **§ 4A-13. Channels for public, educational and governmental use.**

A. A franchisee that operates a cable system shall provide one public access channel, one educational access channel and one government access channel, (collectively the PEG channels).

B. A franchisee and the City shall operate and manage the PEG channels as set forth in a franchise agreement between the parties.

C. If a franchisee manages its own program guide, provided that the administrator or operator of an access channel gives the franchisee the necessary programming information in a timely manner, franchisee shall publish the programming information available on each of the access channels in its own programming guide. For any program guides managed by a third party, franchisee shall provide the necessary information about such third party vendor to the City and to any access channel administrator and shall take the necessary steps to facilitate a request by the City or such access channel administrator to place PEG programming information on such program guide.

#### **§ 4A-14. Public access.**

A. Public access is the means for enabling individuals or organizations within the community to communicate via the cable television medium noncommercial information, ideas and opinions regarding subjects that would be of interest to viewers in the community. This communication may take any of the following forms:

- (1) Programming produced using studio equipment and facilities;



- (2) Programming produced using electronic field equipment and facilities; and
- (3) Programming converted from the use of consumer equipment.

B. In order to achieve the foregoing purposes:

- (1) The public access channel shall be administered and operated by a not-for-profit corporation that the Mayor selects or causes to be created;
- (2) The franchisee shall provide the corporation annually at the beginning of each year a grant of money to be used by the corporation for capital purposes, for the maintenance, repair and replacement, including upgrade, of the equipment and facilities, the initial amount of the grant to be specified in the franchise agreement or any renewal thereof;
- (3) The annual grant may be financed by a monthly surcharge of equal amount to each subscriber, which may be itemized by the franchisee on the monthly bill.
- (4) The corporation shall enter into a contract of one or more years with the City regarding the administration and operation of the channel, which contract shall contain such terms and conditions as the Mayor shall deem appropriate; provided, however, that the contract shall contain at least the following terms and conditions:
  - (a) Procedures for training, use of equipment and facilities and cablecasting shall be designed to assure swiftness of access, broad public availability and nondiscrimination or monopolization; provided, however, that nothing contained herein shall prohibit the charging of reasonable fees and deposits subject to the Mayor's approval;
  - (b) A substantial amount of the programming shall be produced in the Rochester metropolitan statistical area and shall be related to subjects of concern or interest to residents or subgroups of residents of the City;
  - (c) Programming produced by an organization shall be related to the organization's mission, values, purposes, operations, products or services;
  - (d) An annual operating and capital budget shall be adopted by the corporation, a copy of which shall be provided to the Mayor and the President of the City Council; and
  - (e) Financial records shall be kept in accordance with generally accepted accounting principles, shall be available to inspection by the Mayor and shall be independently audited by a certified public accountant once a year, a copy of which shall be provided to the Mayor and the President of the City Council.

**§ 4A-15. Required services.**

A. A new franchisee shall provide the equipment, facilities and services offered in its franchise application. A renewing franchisee shall provide the equipment, facilities and services offered in its franchise renewal agreement.

B. A franchisee shall offer to subscribers a reduced level of cable service consisting of substantially fewer channels than the full-channel capacity of the franchisee's cable system.



Such level of service shall include the local television broadcast signals, provided they are available and the provisions of 17 U.S.C. § 111(c) and (d), regarding a compulsory license for secondary transmissions by cable systems, remain in full force and effect; the government and one public access channel to be specified by the Mayor if there are more than one, and such other channels and programming generally available to the cable television industry and reflecting the varied needs and interests of the residents of the City as may be selected by the franchisee in its sole discretion. A franchisee shall charge subscribers for this level of cable service a monthly rate that is lower than the monthly rate charged subscribers for the franchisee's full-channel service, exclusive of premium or pay-per-view programming services, and that is commensurate with such reduced level of service.

#### **§ 4A-16. Operations.**

A. A franchisee shall maintain all equipment and segments of the cable system in good condition throughout the entire franchise period.

B. A franchisee shall make cable system repairs promptly and interrupt cable service only for a good cause and for the shortest time possible. Any such interruptions, insofar as possible, except in emergency situations, shall occur only during periods of minimal cable system use. A franchisee shall not interrupt service for any purpose within its reasonable control without advising its subscribers during the previous 24 hours by means of repeated alphanumeric notices on its channels.

C. A franchisee shall, throughout the entire franchise period, meet the technical, operational and maintenance standards and quality of cable service set forth in § 4A-11G and the franchise agreement. A franchisee shall maintain records of its compliance with these standards, and such records shall be available for inspection by the Mayor upon reasonable notice during normal business hours.

D. A franchisee shall not allow its cable or other operations to interfere with television reception of persons not serviced by the franchisee, nor shall the cable system interfere with, obstruct or hinder in any manner the operation of the various utilities serving the residents of the City.

#### **§ 4A-17. Subscriber rates.**

A franchisee shall provide notice of its rates and charges in compliance with New York State laws and NYPSC requirements, including providing notice upon initial subscription, and at least semi-annually thereafter.

#### **§ 4A-18. Consumer service standards.**

A. A Franchisee shall comply with the customer service standards as set forth in Chapter VIII, Part 890 of the Rules and Regulations of the NYPSC, as amended, and Title 47, Section 76.309 of the FCC Regulations, as amended.

B. The Mayor shall appoint a City Cable Television Compliance Officer to be responsible for assuring that all reasonable steps have been taken to satisfactorily resolve complaints. The complaint officer shall conduct investigations of unresolved complaints as deemed necessary to effectuate resolution. Such officer shall maintain records of all complaints and their disposition and shall retain copies for a period of two years.

C. In the event that any complainant is unsatisfied with a franchisee's attempts to resolve a complaint, such complainant may register a complaint orally or in writing directly with the City Cable Television Compliance Officer who shall promptly investigate the complaint and attempt to resolve it.

D. Reliability of service; tests and analyses.

(1) Franchisee shall conduct any tests required by the FCC to ensure that the Cable System complies with applicable FCC standards. Franchisee shall retain written reports of the test results and such reports shall be provided to the City within thirty (30) days of a written request, provided that franchisee shall not be required to provide such tests more than once in any calendar year.

(2) Upon thirty (30) days written notice to franchisee, the City or its designated representative may inspect the Cable System at any time to ensure compliance with the Franchise Agreement and applicable law, including to ensure that the Cable System is constructed and maintained in a safe condition. Franchisee shall cooperate with such inspection. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable law, may require franchisee, in writing, to make the necessary repairs and alterations specified therein to correct the unsafe condition within a reasonable time established by the City, which in no case shall be less than 30 days from receipt of written notice, unless otherwise required by the City Engineer in the reasonable exercise of his or her power pursuant to Chapter 104 of the Municipal Code and the Rules and Regulations.

E. A franchisee shall not discriminate in the provision of cable services, including access thereto, against any subscriber, channel user or general citizen on the basis of age, race, color, creed, religion, national origin, marital status, sex, sexual orientation, disability or residential income of a local area.

F. A franchisee shall not, in its charges or rates or in the availability of the services or facilities of its system, make or grant advantages or preferences to any individual subscriber or potential subscriber of the system or any individual user or potential user of the system. Nothing in this subsection shall be construed to prohibit the reduction or waiving of charges or rates for promotional or competitive purposes.

G. A franchisee shall annually provide subscribers with a complete list of service offerings, options, prices and credit policies.

H. Within seven days of the receipt of any request for connection from any person who is located within an area then served by a franchisee, the franchisee shall furnish cable service to such person, unless a longer period of time is required to obtain legal right of access.

I. A franchisee shall afford consumers with the right to rescind ordered cable services, which right shall last until the earlier of either initiation of physical installation or provision of the services on the premises.

J. In the operation of its system, a franchisee shall not interfere in any way with the right of any resident to utilize an individual antenna for the purpose of receiving television and other signals off the air.



K. A franchisee shall not disconnect or discontinue service for delinquency in payment without complying with the applicable rules and regulations of the NYPSC which require at least five days' prior written notice to the subscriber and provision to the subscriber of an opportunity to cure the delinquency at the time of discontinuance or disconnection. Where a franchisee has improperly disconnected or discontinued service, it shall provide free reconnection.

L. Personal privacy of subscribers.

(1) A franchisee shall strictly observe and protect the right of personal privacy of subscribers and users of its cable system at all times. At the time of first providing any cable service or other service to a subscriber and at least once a year thereafter, a franchisee shall provide notice in the form of a separate, written statement to such subscriber which clearly and conspicuously informs the subscriber of:

(a) The nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information;

(b) The nature, frequency and purpose of any disclosure which may be made of such information, including an identification of the types of persons to whom the disclosure may be made;

(c) The period during which such information will be maintained by a franchisee;

(d) The times and place within the City at which the subscriber may have access to such information; and

(e) The limitations provided by this section with respect to the collection and disclosure of such information by a franchisee and the rights of the subscriber.

(2) For purposes of this section, the term "personally identifiable information" is defined in accordance with 47 U.S.C. 551(a)(2).

(3) Collection of information.

(a) Except as provided in Subsection L(3)(b) a franchisee shall not use its cable system to collect personally identifiable information concerning any subscriber without the prior written consent of the subscriber concerned.

(b) A franchisee may use its cable system to collect such information in order to:

[1] Obtain information necessary to render a cable service or other service provided by the franchisee to the subscriber; or

[2] Detect unauthorized reception of cable service.

(4) Disclosure of information.

(a) Except as provided in Subsection L(4)(b), a franchisee shall not disclose personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned and shall take such actions as are necessary to prevent



unauthorized access to such information by a person other than the subscriber or cable operator.

(b) A franchisee may disclose such information if the disclosure is:

[1] Necessary to render or conduct a legitimate business activity related to a cable service or other service provided by the franchisee to the subscriber;

[2] Made to any governmental entity pursuant to a court order authorizing such disclosure, as provided in Subsection L(8), provided the subscriber is notified of such order by the person to whom the order is directed; or

[3] Made only in order to disclose the names and addresses of subscribers to any cable service or other service if the franchisee has provided the subscriber the opportunity to prohibit or limit such disclosure and the disclosure does not reveal, directly or indirectly, any other personally identifiable information.

(5) Subscriber consent to collect and access information.

(a) Subscriber consent to the collection or disclosure of personally identifiable information shall be obtained in accordance with U.S.C. 551(b) and (c) and other applicable federal laws and regulations.

(b) A subscriber shall be provided access to all personally identifiable information regarding that subscriber which is collected and maintained by a franchisee. Such information shall be made available to the subscriber at reasonable times and at a place within the City designated by the franchisee. A subscriber shall be provided reasonable opportunity to correct any error in such information.

(6) A franchisee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests, requirements or orders for access to such information under subsection L(4)(b)(2).

(7) A governmental entity may obtain personally identifiable information concerning a subscriber pursuant to a court order only if, in the court proceeding relevant to such court order, such entity offers clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case and the subject of the information is afforded the opportunity to appear and contest such entity's claim.

(8) Nothing contained in this section shall prohibit a franchisee from contracting for billing services, provided that any contractor agrees, in writing, to be bound by the provisions of this section and the penalties imposable under this chapter.

(9) Any person aggrieved by any act of a franchisee in violation of this section may seek damages pursuant to the provisions of the Cable Communications Policy Act of 1984. This redress shall be in addition to any other lawful remedy available to such person.

#### **§ 4A-19. Performance reviews.**

A. The City and a franchisee shall hold regular performance review sessions at 2 1/2 years, five years and 7 1/2 years from the award or renewal of a franchise and also as may be required by federal and state law.

B. Special performance review sessions may be held at any time during the term of a franchise at the request of the City or the franchisee.

C. All regular performance review sessions shall be open to the public and announced at least once by the City in a newspaper of general circulation. A franchisee shall advise its subscribers of all regular review sessions by alphanumeric notices on its channels between the hours of 7:00 p.m. and 11:00 p.m. for five consecutive days preceding each review.

D. Topics which may be discussed at any regular or special performance evaluation session may include but need not be limited to cable services, video programming, free or discounted services, system performance, customer complaints, service rate structures, application of new technologies, privacy, line extension policies, the franchise fee, penalties, franchisee or City rules and regulations, amendments to this chapter and judicial and administrative rulings.

#### **§ 4A-20. Books and records.**

A. A franchisee shall maintain complete and accurate books of account and records of its business and operations within the boundaries of the City and shall issue an annual financial report, described more fully in Subsection E, compiled in accordance with applicable governmental rules and regulations or, if no such rules and regulations are in effect, in accordance with generally accepted accounting principles, which report shall have been audited and reported upon by an independent certified public accountant. All such books and records shall be maintained at the franchisee's major office in the City.

B. Any intentional or material false entry in the books of account or records of a franchisee or any material false statement to the reports concerning the same that a franchisee submits to the City shall constitute a prima facie substantial breach of this chapter and the franchise agreement.

C. All books, records, journals, ledgers, bank account records, canceled checks and other records of a franchisee pertaining to the performance of its franchise activities and obligations in the City, as required by the FCC and as specified in C.F.R. § 76.1700, shall be open to inspection by the Mayor from 9:00 a.m. to 5:00 p.m., Monday through Friday, upon thirty (30) business days' notice.

D. Within 60 days after each calendar quarter, upon request of the City, a franchisee shall file with the Mayor a report stating by each category of revenue the amount of gross revenues that were received by the franchisee during the prior quarter.

E. Filing of financial information.

(1) Franchisee shall file with the City such financial information as required by the Franchise Agreement and any requirement of the NYPSC or the FCC.

#### **§ 4A-21. Nondiscrimination and affirmative action.**



A. A franchisee shall not refuse to hire, employ or promote, nor bar nor discharge from employment nor discriminate against any person in compensation or in terms, conditions or privileges of employment because of age, race, color, national origin, creed, religion, marital status, sex, sexual orientation, gender identity or disability.

B. A franchisee shall comply with Section 634 of the Cable Communications Policy Act of 1984 and shall submit simultaneously to the City all the equal employment opportunity reports it submits to the Federal Communications Commission and any certifications or evaluations it receives from the Commission.

C. A franchisee shall, to the maximum extent lawful and consistent with good business practices, contract for work to be performed, services to be rendered or materials to be purchased in connection with the franchise with minority and women business enterprises and will work with the City, to support this goal.

#### **§ 4A-22. Insurance.**

A. At all times during the term of any franchise hereunder, a franchisee shall maintain insurance policies certified by the City's Director of Finance as being in compliance herewith. Such policies shall be with an insurance company that is authorized to do business in New York and which has an A.M. Best rating (or equivalent) no less than A-minus VII, indemnifying the City from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable System by franchisee or any of its contractors, subcontractors, agents or employees. The franchisee shall pay all premiums on such policies and file with the Director of Finance appropriate written evidence of the payment of premiums. The franchisee shall file with the Director of Finance a certificate of insurance for each policy. The policies shall be in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than Five Million Dollars (\$5,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than Five Million Dollars (\$5,000,000).

(3) The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be Three Million Dollars (\$3,000,000).

B. The City, its officials and employees, shall be designated as additional insureds under each of the insurance policies required herein.

C. Franchise shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this section and without submitting insurance certificates to the City verifying that franchisee has obtained such alternative insurance. Franchisee shall provide the City with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage or the policies are cancelled or not renewed.

D. Franchisee shall deliver to the City Certificates of Insurance showing evidence of the required coverage within thirty (30) days of the Effective Date of the Agreement.



E. A franchisee shall also carry insurance to protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.

**§ 4A-23. Security.**

A. Within 90 days after commencement of the franchise term, a franchisee shall deposit with the City, or in the case of a franchise renewal, franchisee shall maintain a security instrument or bond, reasonably acceptable to the City Director of Finance or the Corporation Counsel, in the amount of One Hundred Thousand Dollars (\$100,000) (the "Security"). Such amount shall act as security for the faithful performance by franchisee of the requirements of this Agreement, The City may draw upon the Security as a result of and to correct or remedy any breaches or violations of this Agreement, including but not limited to failure to pay required fees or compensation, failure reimburse the City for work performed by the City pursuant to this Agreement, failure to remove franchisee's property, wires, cable or equipment as requested, failure to repair and restore the ROW, failure to maintain required insurances and any other material obligations to the City, whatsoever, arising out of this Agreement or the Permits. It shall be a condition to payment under the Security that, except as otherwise set forth herein, that franchisee shall not have corrected or cured the breach or violation within thirty (30) days from written notification to franchisee of the breach or violation, except such shorter time as required by the City in the case of failure to maintain required insurance or to correct emergency conditions, and in the event that franchisee fails to pay any fees or costs due and payable under this Agreement or the Permits, within ten (10) days of service of a demand for payment.

B. Within 30 days after notice to it that any amount has been withdrawn from the Security, a franchisee shall restore the surety instrument or fund to the original amount of \$100,000.

**§ 4A-24. Liquidated Damages.**

The failure of a franchisee to comply with certain material requirements of this Chapter may result in harm to the City, the financial cost of which may difficult to measure. The City may assess liquidated damages in accordance with the specific amounts set forth in the franchise agreement.

**§ 4A-25. Indemnification of City.**

Franchisee shall, at its sole cost and expense, indemnify, defend, save and hold harmless the City, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of franchisee, its officers, agents, contractors or employees arising out of the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities of franchisee. The City shall give franchisee timely written notice of its obligation to indemnify and defend the City after receipt of a claim or action pursuant to this section. For the purposes of this section "timely" notice shall mean at least 15 days before any response from franchisee to the claim or action is due. The obligation to indemnify, defend, save and hold the City harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees ordered by a court in an action brought pursuant to this section. If the City determines that it is necessary for it to employ separate counsel, in addition to that provided by franchisee, the cost for such separate counsel shall be the responsibility of the City.

Franchisee shall not indemnify the City to the extent that a claim results from willful, intentional, malicious, or otherwise unlawful acts, or gross negligence on the part of the City.

**§ 4A-26. No recourse against City.**

A franchisee shall have no recourse whatsoever against the City or its officers, employees, agents, boards or commissions for any loss, costs, expenses or damages arising out of any provision or requirement of this chapter or due to the good faith enforcement of this chapter or the franchise agreement. This provision shall not prevent a franchisee from asserting any legal right or pursuing any legal remedy it believes it possesses with regard to this chapter.

**§ 4A-27. Further approvals.**

A franchise award or renewal and franchise agreement are subject to approval by the NYPSC. A franchisee shall file all appropriate and necessary documentation for such approval with the NYPSC within 60 days from the date the franchise is awarded or renewed.

**§ 4A-28. Notices.**

Every direction, notice or order to be served upon the franchisee shall be sent by certified mail to its office located in the City and as set forth in a franchise agreement and/or franchise renewal agreement. Every notice to be served upon the City shall be sent by certified mail to the Mayor. Such notice, direction or order shall be deemed to have been given upon its delivery.

**§ 4A-29. Successors and assigns.**

All of the provisions of this chapter shall apply to a franchisee, its successors and assigns, as such may be approved by the City in accordance with the provisions hereof.

**§ 4A-30. Nonenforcement by City.**

A franchisee shall not be relieved of its obligation to comply with any of the provisions of this chapter or a franchise agreement by reason of the failure of the City to enforce prompt compliance.

**§ 4A-31. Mayoral rules and regulations.**

The Mayor shall have the right to adopt such rules and regulations as the Mayor may find reasonable or necessary in furtherance of the provisions of this chapter, provided that such rules and regulations are not in conflict with the provisions of this chapter.

**§ 4A-32. Severability.**

If any provision of this chapter or the particular application thereof shall be held void or otherwise invalid by any court or regulatory agency of competent jurisdiction, or is pre-empted by federal or state laws or regulations, the remaining provisions and their application shall not be affected thereby.

**§ 4A-33. Legislative power.**

In addition to any other legislative right and power the City Council may have, the Council expressly reserves the right and power to amend this chapter to the extent authorized by federal and state law by virtue of changes therein that may be enacted or otherwise become effective on or after the effective date of this chapter.

Section 2. This ordinance shall take effect immediately.





City of Rochester, NY  
Rochester City Council

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

FINANCE  
INTRODUCTORY NO.

101, 102

Willie J. Lightfoot, Sr. Councilmember At-Large

Council 03

February 28, 2023

TO THE COUNCIL

Ladies and Gentlemen:

Re: Increasing the City Council PSA  
approval threshold

Transmitted herewith for your approval is legislation related to professional service agreements. Currently, professional service agreements with experts, counsel, or consultants amounting to compensation of more than \$10,000 require authorization by the City Council. This threshold was established in December 1991 by a local law that increased the threshold from \$3,000. Per the U.S. Bureau of Labor Statistic's Consumer Price Index (CPI) Inflation calculator, \$10,000 in January 1992 has the purchasing power of approximately \$21,600 in January 2023.

This legislation will:

1. Amend the City Charter with respect to professional services, increasing the threshold for City Council approval from \$10,000 to \$20,000.
2. Amend the Policy and Procedures for Procurement and Professional Services and Requests for Proposals adopted in Ordinance No. 2012-318 by increasing the threshold for City Council approval from \$10,000 to \$20,000.

Respectfully submitted,

Willie J. Lightfoot, Sr.  
Councilmember At-Large

**Local Law amending City Charter Section 3-4 with respect to professional services agreements**

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

Section 1. Chapter 755 of the Laws of 1907, entitled "An Act Constituting the Charter of the City of Rochester", as amended, is hereby further amended in Section 3-4, Appointment of experts, to read in its entirety as follows:

The Mayor may employ experts, counsel or consultants for special services, provided that compensation for any such services in an amount in excess of ~~\$10,000~~ \$20,000 shall be fixed by the Council.

Section 2. This local law shall take effect immediately upon filing in the Office of the Secretary of State as provided by Section 27 of the NYS Municipal Home Rule Law.

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102

Ordinance No.

**Amending the City's Policy and Procedures relating to the compensation threshold requiring Council approval for professional services agreements**

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

Section 1. The document entitled "Policy and Procedures for Procurement of Professional Services and Requests for Proposals," adopted in Ordinance No. 2012-318 and amended in Ordinance Nos. 2015-284 and 2018-54, is hereby further amended:

A. In Step 2 thereof as follows:

**Step 2. Determine whether Request for Proposal is required**

Once it has been determined that a PSA will be used to obtain the services, the process for obtaining a consultant will depend on several factors, including the monetary value of the contract, the nature of the work, the term of the contract and the City's previous experience with this or similar contracts. Unlike a public works contract, which by law is subject to a formal competitive bidding process, professional services may be secured "through negotiation or through solicitation of proposals" (section 2.1 of the City's Procurement Procedures.)

The benefit of the Request for Proposal ("RFP") process is that it allows the City to explore the market of potential providers for creative approaches, specialized experience, quality of service, and cost differentials.

Generally, an RFP should be prepared when any of the following criteria occur:

- The service will be for more than one year
- The compensation amount will be greater than \$35,000
- 3-5 years have transpired since the last RFP for the service was issued,
- A new service is being sought and/or
- The service involves technology or another field where frequent changes in standards and technologies are expected.

Even when any or all of these thresholds have been met, there may be unique situations when it is not in the City's best interest to secure consultant services through an RFP process. The Department seeking professional services must weigh the cost and time of preparing an RFP and undertaking the review process against the benefit in quality, productivity and cost savings to the City. When the contract amount is small, where we have a satisfactory work history with a particular consultant or where we are already knowledgeable about the market and can effectively negotiate a contract directly with the limited number of consultants that have the skills we need, an RFP may not be necessary.

Whenever it is determined that an RFP will not be used, a written justification for this decision must be prepared. In the case of PSAs which exceed \$10,000



\$20,000 and require approval by City Council, the Department must prepare and maintain on file, justification for opting not to prepare an RFP and to engage a consultant through direct negotiation. The requirement for providing this information to City Council is discussed in Step 6, below). For PSAs of ~~less than \$10,000~~ \$20,000 or less, justification for not using an RFP should be prepared and maintained on file in the Department. For recurring small value PSAs (e.g. \$600 dance classes conducted at recreation center) it is adequate to prepare and maintain on file a general description of the services and justification for using particular consultants on a recurring basis. A form for providing the required justification is attached.

Written justification for not using an RFP must be signed by the Department's Commissioner, Chief or Director and should include the following:

- Description of the nature of the services being sought
- Amount of the proposed compensation for the PSA with an explanation of how pricing was determined to be reasonable and the best value to the City
- Description of any prior history with the chosen consultant and explanation of why the Department believes it is in the City's best interest to continue to use that consultant
- Description of any emergency or unique circumstances which the Department has determined would jeopardize a project or otherwise be detrimental to the City if a full RFP process were followed
- Where the number of qualified and available specialized professionals is limited, making an RFP impractical, a description of the Department's need for such consultants and the Department's knowledge of the market.
- Where a project has multi-year State or Federal funding, explanation of 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)

NOTE: Even when a full RFP is not required because none of the RFP criteria have been met, less formal letters seeking price quotes and service descriptions should be sent to multiple potential consultants, whenever there is a reasonable opportunity to obtain lower prices or to secure new consultants with the necessary skills. All justifications for not preparing an RFP, and any other documents related to the RFP process, must be maintained by the Department, for a period of six (6) years after expiration or termination or final payment under the agreement, whichever is later.

B. In the Additional Requirements portion of Step 3 thereof as follows:

*Additional Requirements*

The RFP shall further include the following information:

- Clear and detailed description of the scope of professional services being sought
- Timeline – including deadlines for questions, completed proposals, and anticipated notification of the selected consultant. Deadlines or timeframes for the City should include a statement that the City may alter its timeframes as necessary
- Statement that there *will* or *will not* be a pre-proposal conference or meeting of interested consultants
- Statement that questions must be submitted in writing, preferably by e-mail, and confirmation that all questions and our responses will be shared with all who have indicated an intent to submit a proposal and have provided an e-mail address
- City contact information, with caution that only the named person(s) should be contacted
- Statement that the City may amend the RFP upon notification to all potential vendors
- Statement that the City may request additional information from potential vendors as necessary to assist the City in evaluating a proposal
- Statement requesting references and/or description of experience with similar projects
- Statement that the RFP may be withdrawn by the City for any reason and that the City shall have no liability for any costs incurred in preparing a proposal
- Statement that the proposal and all materials submitted with the proposal shall become the property of the City and will be subject to the NYS Freedom of Information Law (FOIL) and that if any proprietary information is submitted with the proposal it must be clearly identified and a request to keep such information confidential must be submitted
- Statement that the selection of a consultant is within the City's sole discretion, that no reasons for rejection or acceptance of proposals are required to be given and that the decision will be based on qualifications and not solely on cost.
- Statement that the successful consultant will be required to enter into a City PSA (the PSA form must be attached to the RFP)
- Statement that for all PSAs that exceed ~~\$10,000~~ \$20,000, including multiple agreements with the same consultant for the same or similar services, that may result in an aggregate in one fiscal year that exceeds ~~\$10,000~~ \$20,000, City Council approval will be required
- When a PSA is City funded, statement that preference will be given to consultants located in the City of Rochester, through an additional weighting of 10%.
- Description of the criteria that will be used to evaluate proposals, indicating priorities, although it is not recommended that the actual weighting system to be used be included in the RFP

Examples of recent RFPs are posted on the Employee Portal for your review.

C. In Step 6 thereof as follows:

Step 6. City Council Action

Any PSA with compensation greater than ~~\$10,000~~ \$20,000 or that extends for a term of more than one year, must be authorized by City Council. The Department must prepare and submit a transmittal letter following the process set forth in the document, Guidelines for Writing & Submitting Items to City Council, which is available on the Employee Portal. A PSA with compensation of ~~\$10,000~~ \$20,000 or less for services in connection with litigation that extends until completion of the trial or settlement of the case, shall not require Council authorization.

When an RFP process has been used to select the vendor, a description of the process must be included in the transmittal letter or in a chart or similar attachment submitted to City Council with the transmittal, which shall include:

- The date the RFP was issued
- The methods used to solicit proposals, including, as appropriate:
  - Posted on the City website
  - Direct solicitation to known providers
  - Publication in trade journals, etc. (where and when)
- A list of consultants that submitted proposals and their location (city, state)
- The method of reviewing proposals
  - Composition of review team
  - Evaluation criteria, indicating the use of any weighted criteria
  - The ratings for the winning proposal
  - The reasons for choosing the selected consultant

When an RFP has not been issued for a PSA, the transmittal letter or attachment must include a justification, as described above, for opting to retain the selected consultant through direct negotiation.

The transmittal must include, where applicable, a statement regarding compliance to the Living Wage Ordinance and M/WBE goals.

JUSTIFICATION STATEMENT: DECISION TO AWARD PROFESSIONAL SERVICES AGREEMENT THROUGH NEGOTIATION, WITHOUT AN RFP\*

As described in Step 2 of the Policy and Procedures for Procurement of Professional Services and Requests for Proposals, an RFP should be prepared whenever any of the RFP criteria are met. In unique situations where an RFP will not be beneficial to the City, a decision may be made to award a contract for professional services through negotiation, without an RFP. In such cases and whenever an RFP is not required by the Policy, justification for not using an RFP must be prepared and maintained on file, either electronically or by hard copy. Written justification must be submitted to City Council for all PSAs that exceed \$10,000. Justification for a negotiated agreement must be signed by the Department Commissioner, Chief or Director and should address the following factors:

1. Description of the professional services being sought.
2. Description of the amount of the proposed compensation for the PSA with an explanation of how negotiated pricing was determined to be reasonable and best value to the City.



3. Description of the City's prior history with the consultant and explanation of why the Department believes it is in the City's best interest to continue to use that consultant and why it would not be beneficial to solicit other potential consultants.
4. Description of any emergency or unique circumstances that are the basis of the Department's determination that the project would be jeopardized or how it would otherwise be detrimental to the City if a full RFP process were followed.
5. Confirmation that the number of qualified and available specialized professionals is limited, making an RFP impractical. Include a description of the Department's need for such specialized consultants and the Department's knowledge of the market.
6. Where a project has multi-year State or Federal funding, explanation of 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).

\* Electronic form for this Justification Statement to be made available.

Section 2. This ordinance shall take effect immediately.

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