



# Agenda

**Jamestown City Council Full Work Session**  
**7:30 p.m., Police Training Room**  
**Municipal Building**  
**Monday, March 20, 2023**

## **Individual Committee Meetings**

<b><u>Housing</u></b> -	<b>6:30 p.m., Police Training Room</b>
<b><u>Finance</u></b> -	<b>7:00 p.m., Mayor's Conference Room</b>
<b><u>Public Safety</u></b> -	<b>7:00 p.m., Police Training Room</b>
<b><u>Public Works</u></b> -	<b>7:00 p.m., DOD Conference Room</b>

## **Standing Committees**

### **Finance Committee**

**7:00 p.m., Mayor's Conference Room**

## **Resolutions**

1. WHEREAS, the Board of Directors of the Jamestown Local Development Corporation, at its meeting held on March 15, 2023, gave preliminary approval for the grant to Chautauqua Watershed Conservancy of Three Hundred Twenty-Seven Thousand, Nine Hundred and Twenty-Five Dollars and No Cents (\$327,925.00) for the purpose of Chadakoin River improvements, stabilization, and restoration, and;

WHEREAS, the ratification of any American Rescue Plan Grant Funds over One Hundred Thousand Dollars and No Cents (\$100,000.00) requires the vote of the City Council of Jamestown, New York; now therefore be it

RESOLVED, that the Jamestown City Council hereby approves the Jamestown Local Development Corporation grant to Chautauqua Watershed Conservancy of Three Hundred Twenty-Seven Thousand, Nine Hundred and Twenty-Five Dollars and No Cents (\$327,925.00).

2. RESOLVED, that the Mayor is authorized to enter a Grant Agreement with the Chautauqua Partnership for Economic Growth, 201 West Third Street, Suite 115, Jamestown, NY 14701, for a grant in the amount of Fifty Thousand Dollars and No Cents (\$50,000.00) for a tourism and marketing campaign, subject to the approval of Corporation Counsel as to form.

3. WHEREAS, on January 22, 2002, the Jamestown City Council adopted resolution number 200201C03 that effective immediately and until further notice instituted a hiring freeze for the City of Jamestown, and

WHEREAS, on November 20, 2006, the Jamestown City Council adopted resolution number 200611B17 to extend the freeze to any change in employment from Part-Time to Full-Time status, and

WHEREAS, it has become apparent that within the Office of the Comptroller, an effort to effectively manage the city's day-to-day responsibilities in a cost-efficient manner, it is in the City of Jamestown's best interest to lift the hiring freeze for a certain position, now therefore be it

RESOLVED that effective immediately the Jamestown City Council hereby suspends the hiring freeze instituted by resolution number 200201C03 and authorized the filling of the following position due to the essential nature of the position.

One Ombudsman in the Office of the Corporation Counsel.

NOTE: This position shall replace the Associate Corporation Counsel position.

4. RESOLVED, that Captain Robert Samuelson is authorized to attend the FIO Regional Coordinator Conference to be held in Saratoga Springs, NY from May 3 - 5, 2023. The training will be provided for free. The cost of lodging and meals is included. Remaining expenses will be paid pursuant to Section 77-b of the General Municipal Laws of the State of New York.
5. Resolved, that Sergeants Kris Schimek and Doug Weaver, as well as Officers Alexis Carlson and Jakki Ahlbin be, and hereby are, authorized to attend the Federal Law Enforcement Training Center (FLETC) Critical Communication Skills in Officer/Citizen Encounters Instructor Training Program to be held July 16<sup>th</sup> through July 20<sup>th</sup>, 2023 in Allison Park, PA. The FLETC is providing this course at no cost to the City of Jamestown. Lodging, gas and meal expenses will be paid by the Jamestown Police Department pursuant to Section 77-b of the General Municipal Laws of the State of New York.
6. RESOLVED, That Fire Lieutenants Jeffery P. Hatch and Robert H. Smith be and they hereby are authorized to attend the New York State Office of Fire Prevention and Control - First Line Supervisors Training Program, Class #323, as conducted by the Fire Department of the City of New York, with classes to be held at the City of New York's Fire Academy in Queens, New York beginning April 17, 2023 and concluding May 13, 2023, with fees and expenses paid by the State of New York, Department of Homeland Security and Emergency Services, Office of Fire Prevention and Control.

7. RESOLVED, That Firefighter Alex R. Hallberg be hereby authorized to attend the National Association of EMS Educators — Level 1 Instructor Course, to be held in South Portland, ME, beginning Friday, April 28, 2023 and concluding Sunday, April 30, 2023, with fees and expenses paid pursuant to Section 77-b of the General Municipal Laws of the State of New York.

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Eight (8) Full-time Firefighters in the Jamestown Fire Department.

To fill current vacancies within the Jamestown Fire Department (Funding provided through FY 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program).

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Five (5) Full-time Firefighters in the Jamestown Fire Department.

Positions to fill current and anticipated vacancies within the Jamestown Fire Department (Funding included in the 2023 General Fund Budget).

10. RESOLVED, That the Jamestown City Council designates Five Hundred Thousand Dollars and No Cents (\$500,000.00) in American Rescue Plan Act Healthy Neighborhoods funds for the purpose of funding the Jackson-Taylor Park and Allen Park Splash Pad projects.

11. RESOLVED, that the Mayor be, and he hereby is authorized, to enter into an agreement regarding fixed location traffic enforcement services with BusPatrol, located at 8540 Cinder Bed Road, Suite 400, Lorton, VA 22079 to provide for the installation and management of a bus stop arm camera program. Subject to the approval of Corporation Counsel as to Form
12. Resolution authorizing the Mayor to execute an agreement with Bird Rides, Inc., located at 406 Broadway #369 Santa Monica, CA 90401 for the purpose of authorizing and regulating an Electric Bike and Scooter pilot program in the City of Jamestown, subject to the approval of Corporation Counsel as to form.
13. RESOLVED that the Mayor and Jeffrey Lehman, P.E., Director of Public Works and Acting Director of Parks, Recreation & Conservation, are authorized and directed to purchase for the Parks Department, from MTE Equipment Solutions, Inc. 33 Thruway Park Drive, West Henrietta, NY 14586, via NYS GML 103 "Piggyback" Contract, one (1) 2023 Smithco Sand-Star IV Ball Field Groomer to replace unit number 250, for a total amount not to exceed Twenty-Nine Thousand, Six Hundred Eighteen Dollars and Eighty Cents (\$29,618.80) subject to approval of the Corporation Counsel as to form.
14. RESOLVED, That the Mayor and Jeffrey Lehman, P.E., Director of Public Works and Acting Director of Parks, Recreation & Conservation are authorized to execute Change Order #1 with Ahlstrom Schaeffer Electric, 47 Hopkins Ave., Jamestown, NY 14701, for Electric Work - New Vehicle Maintenance Facility based on the Change Order in the following amounts:

Deductions:

Modifications to the electrical distribution system (\$12,600)

Modifications to the electrical vehicle chargers provided (\$25,375)

Modifications to the electrical generator panel/switch provided (\$7,400)

Modifications to the electrical lighting package provided (\$2,375)

for a total decrease amount of Forty-Seven Thousand, Seven Hundred Fifty Dollars and No Cents (\$47,750.00) subject to the approval of Corporation Counsel as to form.

15. RESOLVED, That the Mayor Jeffrey Lehman, P.E., Director of Public Works and Acting Director of Parks, Recreation & Conservation are authorized to execute an agreement with R. Patti Concrete & Excavating, LLC, PO Box 3081 Jamestown New York 14701, for Concrete Work: Genesee Street Partial Reconstruction 2023:

2500 SF 4" Flatwork @ \$13.50 SF  
3500 SF 6" Flatwork @ \$14.00 SF  
500 LF Curb/Gutter In-Kind at \$75.00 LF  
150 SY Brick Replacement at \$170.00 SY  
15 SY Brick Relay at \$135.00 SY  
10 EA 4" Drain Pipe @ \$0.00  
5 CY Additional Excavation @ \$0.00

for a total bid amount of One Hundred Thirty Thousand, One Hundred Dollars and No Cents (\$130,100.00), subject to the approval of the Corporation Counsel as to form.

Note: The project will be funded through Community Development Block Grant (CDBG) funds.

16. RESOLVED, That the Mayor is authorized to execute an agreement with Millennium Construction, Inc. 248 N. Brier Rd., Amherst, NY 14228, for Concrete Work: Johnson Street Partial Reconstruction 2023:

3000 SF 4" Flatwork @ \$13.00 SF  
2500 SF 6" Flatwork @ \$13.50 SF  
800 LF Curb/Gutter In-Kind at \$75.00 LF  
300 SY Brick Replacement at \$140.00 SY  
30 SY Brick Relay at \$100.00 SY  
5 EA 4" Drain Pipe @ \$200.00 EA  
10 CY Additional Excavation @ \$1.00 CY

for a total bid amount of One Hundred Seventy-Eight Thousand, Seven Hundred Sixty Dollars and No Cents (\$178,760.00), subject to the approval of the Corporation Counsel as to form.

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17. RESOLVED that the Mayor and Jeffrey Lehman, P.E., Director of Public Works and Acting Director of Parks, Recreation & Conservation, are authorized and directed to purchase for the Parks Department, from LandPro Equipment LLC, 1756 Lindquist Drive, Falconer, NY 14733, via NYS Landscaping Grounds Contract #PC69683 (PG XN CG 22) GML 103 one (1) 2022 John Deere 1570 Commercial Front Mower to replace a 2019 mower, for a total amount not to exceed Twenty Thousand, Three Hundred Twenty-Four Dollars and Thirty-Seven Cents (\$20,324.37) subject to approval of the Corporation Counsel as to form.

18. RESOLVED that the Mayor and Jeffrey Lehman, P.E., Director of Public Works and Acting Director of Parks, Recreation & Conservation, are authorized and directed to purchase for the Streets Division, from Joe Basil Chevrolet, Inc., 5111 Transit Rd., Depew, NY 14043 via NYS OGS Contract PC68942, one (1) 2023 Chevrolet Silverado 3500 HD Crew Cab Dump Body Truck, to replace truck number 15, for a total amount not to exceed Sixty-Seven Thousand, Two Hundred Seven Dollars and Sixty-Four Cents (\$67,207.64) subject to approval of the Corporation Counsel as to form.
19. RESOLVED, that the Mayor and Jeffrey Lehman, P.E., Director of Public Works and Acting Director of Parks, Recreation & Conservation are authorized to enter into an Agreement with NYS Department of Transportation (NYSDOT), 50 Wolf Road, Albany, NY 12232, for the milling and paving of the Fairmount Avenue side-street intersections, from Steele Street to Shirley Lane, for a total of Forty-Four Thousand, Four Hundred Forty-Seven Dollars and Fifty Cents (\$44,447.50). Work is being performed under the NYSDOT's existing Washington Street/Fairmount Avenue project, contracted between NYSDOT and CatCo Corp. from Alden, NY. Said agreement subject to approval of the Corporation Counsel as to form.
20. RESOLVED that the Mayor and Jeffrey Lehman, P.E., Director of Public Works and Acting Director of Parks, Recreation & Conservation are authorized and directed to purchase for the Streets Division, from Joe Basil Chevrolet, Inc., 5111 Transit Rd., Depew, NY14043 via NYS OGS Contract PC68942, two (2) 2024 Chevrolet Silverado 3500 HD Crew Cab 4x4 with Utility Body Work Truck, to replace DPW truck numbers 51 and 52, for a total amount not to exceed One Hundred Twenty-Two Thousand, One Hundred Fourteen Dollars and Twenty Cents (\$122,114.20) subject to approval of the Corporation Counsel as to form.

### **Informational/Report**

21. National League of Cities grant award.

### **Housing Committee:**

**6:30 p.m., Police Training Room**

### **Opportunities for Public Comment**

### **Informational/Report**

- Continuing discussion on lead issues.

**Opportunities for Public Comment**

**Resolutions**

1. RESOLVED, that Captain Robert Samuelson is authorized to attend the FIO Regional Coordinator Conference to be held in Saratoga Springs, NY from May 3 - 5, 2023. The training will be provided for free. The cost of lodging and meals is included. Remaining expenses will be paid pursuant to Section 77-b of the General Municipal Laws of the State of New York.
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- This resolution also appears on the Finance agenda.

Note: This resolution was previously passed by the Public Safety Committee.

### **Ordinance/Local Law**

8. A local law amending the city charter to effectuate a change in the salary of elected officials.
9. Amending chapter 32 of the Jamestown City Code regarding the Commission on Human Rights.

### **Informational Report**

10. Special Event Application – Gold Star Memorial, to be held on Saturday, May 27, 2023 from 9:00 a.m. – 1:00 p.m., at Veteran’s Park.
11. Special Event Application – Early Bird Concert Series (first event): Mosaic Foundation, to be held on Saturday, May 27, 2023 from 12:00 p.m. – 11:00 p.m., on 3<sup>rd</sup> Street between Pine and Main Street, including Potter’s Alley.
12. Special Event Application – Whirleybird Music and Arts Festival, to be held from Thursday, July 20 though Saturday, July 22, 2023 from 5:00 p.m. – 10:00 p.m., in various locations throughout downtown.

**Opportunities for Public Comment**

**Resolutions**

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**Mayor's Remarks**

**Executive Session**

***COUNCIL MEMBERS: PLEASE CONTACT THE COUNCIL PRESIDENT OR CITY CLERK IF UNABLE TO ATTEND THE WORK SESSION AT 7:30.***

BY COUNCIL:

WHEREAS, the Board of Directors of the Jamestown Local Development Corporation, at its meeting held on March 15, 2023, gave preliminary approval for the grant to Chautauqua Watershed Conservancy of Three Hundred Twenty-Seven Thousand, Nine Hundred and Twenty-Five Dollars and No Cents (\$327,925.00) for the purpose of Chadakoin River improvements, stabilization, and restoration, and;

WHEREAS, the ratification of any American Rescue Plan Grant Funds over One Hundred Thousand Dollars and No Cents (\$100,000.00) requires the vote of the City Council of Jamestown, New York; now therefore be it

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**STAFF REPORT**

Approved and Forwarded to City Council



Edward A. Sundquist, Mayor

**DATE:** March 14, 2023  
**TO:** Edward A. Sundquist, Mayor  
**FROM:** Paula Pichon, Grant Coordinator  
**SUBJECT:** CCPEG Grant Award

**ACTION:**  Resolution  Ordinance/Local Law  Informational/Report

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**ISSUE STATEMENT:** City staff requests to accept a grant award from the Chautauqua County Partnership for Economic Growth.

**BACKGROUND:** The City of Jamestown has been awarded \$50,000 from the Chautauqua County Partnership for Economic Growth to implement a one-year marketing campaign.

The Block Club will continue to work with team partners to create:

***Traditional and Digital Ads***—Run targeted social media ads on Facebook, Instagram, and Instagram Stories using demographic, geographic, and psychographic parameters to increase brand awareness among specific audiences. The team will consider running ads on tourism websites and/or running a Google pay-per-click campaign. Ads will be informed by the creative campaign (TBD) and drive audiences to click through to the Uncover Jamestown website.

***Events Section on Website***—Develop a robust events calendar on the website that shares a calendar overview of upcoming events and separate event pages with details, ticket sales, and event registration.

***New Brand Ambassador Signs***—Design new brand ambassador signs that reflect the Uncover Jamestown brand and ad campaign (TBD). They should replace the signs businesses are currently displaying to indicate their participation in the program.

***City Flags (or Other Civic Paraphernalia)***—Design a city flag using the Uncover Jamestown logo, or print other civic paraphernalia, that the city, business owners, and downtown residents can hang from buildings and along the Riverwalk and streetscapes to create an atmosphere of unity, excitement, and vibrancy.

***Distribute Map & Guides***—Design fun, well-branded maps and guides that document the city's points of interest, visitor-friendly businesses, and brand ambassadors. Equip brand ambassadors with paper versions they can distribute to visitors looking for more information on the best things to do in Jamestown. Also, produce larger versions of the map and guide that can be displayed around the city at wayfinding kiosks.

**FISCAL IMPACT:** \$50,000.00 during the 12-month period.

**RECOMMENDATION:** Staff requests approval.

**ATTACHMENT(S):**

1. Resolution
2. Acceptance Letter
3. Agreement

BY

RESOLVED, that the Mayor is authorized to enter a Grant Agreement with the Chautauqua Partnership for Economic Growth, 201 West Third Street, Suite 115, Jamestown, NY 14701, for a Fifty Thousand Dollar (\$50,000.00) grant for a tourism and marketing campaign, subject to the approval of Corporation Counsel as to form.



February 27, 2023

**SENT VIA EMAIL TO:** [surdyk@jamestown.ny.gov](mailto:surdyk@jamestown.ny.gov)

Crystal Surdyk  
City of Jamestown  
200 E. 3rd Street  
Jamestown, NY 14701

**RE: Tourism Branding and Marketing Campaign**

Dear Crystal:

On behalf of the Chautauqua County Partnership for Economic Growth, we are pleased to inform you that we are able to support the **Tourism Branding and Marketing Campaign Project** in the amount of \$50,000. This funding will be used to implement a one-year marketing campaign.

Enclosed please find a Grant Agreement for your review. If the Agreement is acceptable to you, please sign and return the Agreement either by mail or email to [erhardc@chqgov.com](mailto:erhardc@chqgov.com).

Should you have any questions, please do not hesitate to contact my office at (716) 363-3672.

Sincerely,

A handwritten signature in black ink that reads "Nathan Aldrich".

Nathan Aldrich, Manager  
[aldrichn@chqgov.com](mailto:aldrichn@chqgov.com)

# AGREEMENT

This services agreement ("Agreement") is made the 1st day of January, 2023, by and between the Chautauqua Region Economic Development Corporation, with a mailing address of 214 Central Avenue, Suite 144, Dunkirk, New York 14048 (hereinafter "CREDC"), and the City of Jamestown with a mailing address of 200 E. 3rd Street, Jamestown, New York 14701 (hereinafter "Contractor").

## WITNESSETH:

**WHEREAS**, the CREDC and CCPEG have been awarded funding to advance high priority economic development projects with county-wide impacts, consistent with the Chautauqua County Development Strategic Plan; and

**WHEREAS**, the Contractor has submitted an LOI for the Tourism Branding and Marketing Campaign Project; and

**WHEREAS**, CCPEG has deemed the above referenced project a priority,

**NOW, THEREFORE**, the parties hereby agree as follows:

## **SCOPE OF SERVICES**

1. Contractor shall use the funds to implement a one-year marketing campaign.

## **REMUNERATION**

2. Notwithstanding any other provision of this Agreement, the Contractor shall not perform services outside the scope, unless such services have been authorized by written amendment to this Agreement signed by both parties setting forth the services to be rendered and the associated fee.
3. CREDC shall pay Contractor the maximum sum of Fifty Thousand and no/100 Dollars (\$50,000.00) for services performed pursuant to this Agreement. CREDC shall pay Contractor one hundred percent (100%) of the maximum sum, upon the parties' execution of this Agreement.

Contractor shall be required to submit a brief summary report of Contractor's activity and/or project(s) to **CREDC by December 1, 2023**, and must contain information including the activity and/or project(s) the allocated Contractor funds were expended on and the outcomes Contractor achieved from the use of the allocated funds on said activity and/or project(s).

Should Contractor not be able to meet the December 1, 2023, report submission deadline, CREDC, at its discretion, may grant an extension; however, future contracts between CREDC

and Contractor will not be executed until Contractor's satisfactory summary report is received.

4. This Agreement shall commence as of January 1, 2023, and shall terminate December 31, 2023, provided either party can terminate this Agreement with or without cause upon thirty (30) days' advance notice to the other party. In the event Contractor defaults on any of the terms and conditions contained in Section 1 of this Agreement or those paragraphs contained in addressing statutory compliance, non-discrimination, and insurance, CREDC can terminate or cancel this Agreement in thirty (30) days upon receipt of written notification. Accounts between the parties shall be adjusted and prorated as of the date of termination or cancellation.

#### **MISCELLANEOUS**

5. The Contractor agrees that none of its officers or employees will hold themselves out as, or claim to be, an officer or employee of CREDC or its agents, and that neither the Contractor, nor any of its officers or employees will by reason therefore, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of CREDC.
6. The sole liability of either party to the other hereunder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Agreement will be the payment of direct damages, not to exceed (in the aggregate) the fees received by Contractor with respect to the services included in the Agreement. Except for the specific remedies expressly identified as such in this Agreement, CREDC's exclusive remedy for any claim arising out of this Agreement or any applicable work order will be for the Contractor, upon receipt of written notice, to use commercially reasonable efforts to cure the breach at its expense, or failing that, to return the fees paid to Contractor for the services related to the breach.
7. In no event will either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including, but not limited to, business interruption, lost business, lost profits or lost savings) even if it has been advised of their possible existence. Any action by either party must be brought within two (2) years after the cause of action arose. The parties agree that performance of all indemnification obligations included in this Agreement shall be considered direct damages regardless of the type of underlying claim or damages for which indemnification is being provided.
8. The allocations of liability under paragraphs 8 and 9 are the agreed and bargained-for understanding of the parties, and compensation for the services included in this Agreement reflects these allocations.
9. The Contractor acknowledges and agrees that neither Contractor nor its agents, officers, or employees shall be covered by any Worker's Compensation Insurance policy or Disability Insurance policy maintained by CREDC, and that the Contractor shall be solely responsible for maintaining such coverage to the extent required by law.
10. This Agreement may not be amended or otherwise modified except upon the written agreement of the parties.

11. No remedies or rights conferred upon Contractor by this Agreement are intended to be exclusive of any remedy or right provided by law or equity, but each shall be cumulative and shall be in addition to every other remedy or right given herein or now or hereafter existing at law or in equity, except as limited by this Agreement.
12. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this contract shall be construed in all respects as if any invalid or unenforceable provision were omitted.
13. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.
14. This Agreement shall be interpreted, governed and construed under the laws of the State of New York as if it were executed and performed wholly within the State of New York, without giving effect to any provision thereof that permits or requires the application of the laws of any other jurisdiction. Any litigation based hereon or arising out of or in connection with this Agreement shall be brought and maintained exclusively in the courts of the State of New York with a venue in Chautauqua County, New York and the Parties hereby irrevocably waive all jurisdictional defenses and irrevocably agree to submit to the jurisdiction of such courts for the purpose of any such litigation and irrevocably agree to be bound by any judgment rendered thereby in connection with such litigation.
15. This Agreement may be signed in counterparts and/or delivered via facsimile or in PDF format via e-mail, each of which shall be deemed original and binding signatures and all of which shall constitute one and the same Agreement.
16. Each of the persons signing below warrants and represents that they are duly authorized to sign this Agreement on behalf of the party for which he or she is signing.
17. During the term of this Agreement and for a period of one year thereafter, CREDC shall not, directly or indirectly, solicit, hire, contract with or engage the employment of an employee of the Contractor (a "Restricted Employee"). In the event CREDC directly employs or contracts with a Restricted Employee without the consent of the Contractor, CREDC shall pay to Contractor as liquidated damages two times the ten monthly salary of such restricted employee for a three-month period of time.

#### **TERMS OF AGREEMENT**

18. This Agreement shall become effective as of the date first set forth above.
19. This Agreement may be terminated by either party at any time without cause to be effected by prior written notification to the non-terminating party at the address set forth above.
20. Upon termination, CREDC shall reimburse the Contractor for all unpaid time and expenses as prescribed in the REMUNERATION section of this Agreement.

**AGREED TO:**

**CHAUTAUQUA REGION ECONOMIC DEVELOPMENT CORPORATION**

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

**MARK GEISE**

Administrative Director & CEO

**CITY OF JAMESTOWN**

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

\_\_\_\_\_  
Print name and title

**Contact information for payments and reporting:**

Crystal A. Erhard, Administrative & Financial Assistant  
Chautauqua Region Economic Development Corporation  
214 Central Avenue, Suite 124  
Dunkirk, New York 14048  
[erhardc@chqgov.com](mailto:erhardc@chqgov.com)  
Telephone No.: (716) 363-3708

## STAFF REPORT

**DATE:** March 10, 2023  
**TO:** Jamestown City Council  
**FROM:** Edward A. Sundquist, Mayor  
**SUBJECT:** Resolution to Lift Hiring Freeze – Ombudsman

**ACTION:**  Resolution  Ordinance/Local Law  Informational/Report

Approved and Forwarded to City Council

**APPROVED**  
\_\_\_\_\_  
Edward A. Sundquist, Mayor

**ISSUE STATEMENT:** In order to effectively manage the city's day to day responsibility in managing Human Resources, it is in the City's best interest to lift the hiring freeze for the Ombudsman.

**BACKGROUND:** The current Associate Corporation Counsel, has provided a notice of resignation. Upon consultation with the Corporation Council, staff has determined that converting the Associate Corporation Counsel position to an Ombudsman/Human Resources Generalist will be more beneficial for City operations. This position will fall under the Office of Corporation Counsel. Note, the City does not maintain a separate position for Human Resources beyond Corporation Counsel. This position is contained in City Code Chapter 51.

**FISCAL IMPACT:** No additional impact. Position to be funded by current Associate Corporation Counsel salary allocation.

**RECOMMENDATION:** Staff requests that the Ombudsman position be filled and the hiring freeze be lifted to accomplish same.

**ATTACHMENT(S):**  
1. Resolution  
2. Job Description

WHEREAS, on January 22, 2002, the Jamestown City Council adopted resolution number 200201C03 that effective immediately and until further notice instituted a hiring freeze for the City of Jamestown, and

Whereas, on November 20, 2006, the Jamestown City Council adopted resolution number 200611B17 to extend the freeze to any change in employment from Part-Time to Full-Time status, and

WHEREAS, it has become apparent that within the Office of the Comptroller, an effort to effectively manage the city's day-to-day responsibilities in a cost-efficient manner, it is in the City of Jamestown's best interest to lift the hiring freeze for a certain position, now therefore be it

RESOLVED that effective immediately the Jamestown City Council hereby suspends the hiring freeze instituted by resolution number 200201C03 and authorized the filling of the following position due to the essential nature of the position.

One Ombudsman in the Office of the Corporation Counsel.

NOTE: This position shall replace the Associate Corporation Counsel position.

## OMBUDSMAN

**Job Description Overview:** The Ombudsman shall have the power and duty to receive complaints, suggestions, and requests for information from any person concerning administrative matters of government, and to assist citizens with problems in dealing with City government or any department, board or agency. This position reports to the Corporation Counsel.

### **Major Responsibilities:**

- Responsible for day-to-day administration of all collective bargaining agreements.
- Responsible for administration of the City's self-insured medical insurance plan, and all related matters.
- Administration of all personnel matters.
- Responsible for administration of the City's hiring process in accordance with application Civil Service Law and regulations.
- Serve at the City's Affirmative Action Officer
- Oversees Employee Assistance Program (EAP), and Wellness Program Administration.
- Authorized to perform further duties as assigned by the Mayor.

### **Knowledge and Skills:**

- Strong written and oral communication skills.
- Attention to detail.
- Ability to meet deadlines.
- Knowledge of modern public personnel administration.
- Thorough understanding of public relations and employee relations.
- Knowledge on City organization and functions.
- Interpersonal skills
- Ability to meet and deal effectively with the public and employees.
- Ability to analyze and resolve complex problems.

### **Qualifications:** EITHER

- A. Graduation from a regionally accredited or New York State registered college or university with a Bachelor's degree or higher and three (3) years of full-time paid experience in management or administration which shall have involved supervision of personnel; OR
- B. Graduation from a regionally accredited or New York State registered college or university with an Associate's degree and five (5) years of experience in (A.) above; OR
- C. Graduation from high school or possession of a high school equivalency diploma and seven (7) years of experience in (A.) above.

### **Compensation and Benefits:**

- Compensation is commensurate with experience including full health care benefits, retirement package, and paid vacation.

- Position is exempt, full-time, management confidential.

**How to Apply:**

Please submit your cover letter, resume, and salary requirements to \_\_\_\_\_.

**Notes:**

1. This employee will replace the Associate Corporation Counsel, and will be employed by the Office of the Corporation Counsel.
2. This position is subject to Management Guidelines of the City of Jamestown.

The City of Jamestown is an equal opportunity employer. We celebrate diversity and are committed to creating an inclusive environment for all employees.

DRAFT

**STAFF REPORT**

Approved and Forwarded to City Council



Edward A. Sundquist, Mayor

**DATE:** March 13, 2023**TO:** Edward A. Sundquist, Mayor**FROM:** Timothy Jackson, Chief of Police**SUBJECT:** Resolution to approve travel and training for Field Intelligence Officer Conference**ACTION:**  Resolution  Ordinance/Local Law  Informational/Report

**ISSUE STATEMENT:** The 2023 NYSIC Field Intelligence Officer (FIO) – Regional Coordinator Conference will be held from May 3 through May 5, 2023 in Saratoga Springs, NY. Captain Robert Samuelson submitted a request to attend the training.

**BACKGROUND:** Captain Samuelson has attended this conference in the past, and he has gained a great deal of knowledge every time he has participated. The training will offer presentations that are current and relevant to the issues we face in today's Law Enforcement community. Some of the topics include: FIO Past, Present and Future; Terrorism Threat Briefing/DVE; Mass Shooting – Tops Market, Buffalo, NY; Amber Alert/Vicap; Gangs and Guns – An Intelligence Strategy for New York; Investigative Support Units for Field Investigations.

**FISCAL IMPACT:** The training, meals and lodging will be provided at no cost to the City. Fuel will be the only expense, which will be paid out of the 2023 Jamestown Police Department budget – account #A03-3120.420.

**RECOMMENDATION:** Chief Jackson requests that Mayor Sundquist and City Council allow Captain Samuelson to attend the training.

**ATTACHMENT(S):** 1. Resolution

**BY COUNCILPERSON:**

**RESOLVED**, that Captain Robert Samuelson is authorized to attend the FIO Regional Coordinator Conference to be held in Saratoga Springs, NY from May 3 - 5, 2023. The training will be provided for free. The cost of lodging and meals is included. Remaining expenses will be paid pursuant to Section 77-b of the General Municipal Laws of the State of New York.

## STAFF REPORT

Approved and Forwarded to City Council

**APPROVED**

Edward A. Sundquist, Mayor

**DATE:** March 15, 2023

**TO:** Edward A. Sundquist, Mayor

**FROM:** Timothy Jackson, Chief of Police

**SUBJECT:** Resolution to approve FLETC Citizen Encounters training

**ACTION:**  Resolution  Ordinance/Local Law  Informational/Report

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**ISSUE STATEMENT:** The Federal Law Enforcement Training Center (FLETC) will be holding a *Critical Communication Skills in Officer/Citizen Encounters Instructor Training* from July 16<sup>th</sup> through July 20<sup>th</sup> in Allison Park, PA. Sergeants Kris Schimek and Doug Weaver, as well as Officers Alexis Carlson and Jakki Ahlbin submitted requests to attend the training.

**BACKGROUND:** This program assists law enforcement personnel in gathering information regarding best communication practices used by officers who can de-escalate and diffuse conflicts during citizen encounters in a wide variety of scenarios. The program incorporates communication principles to avoid, de-escalate, and diffuse conflicts in officer citizen encounters.

**FISCAL IMPACT:** The FLETC is providing this training at zero cost. The Jamestown Police Department will pay for the rest of the expenses from the allotted 2023 budget funds. Two hotel rooms cost approximately \$1,000, and meals should total roughly \$400. These expenses will be paid out of the travel and education account - #A03-3120.454. Fuel will cost approximately \$150, and this expense will be paid out of the fuel account – #A03-3120.420. Therefore, my estimation is \$1,550.

**RECOMMENDATION:** Chief Jackson requests that Mayor Sundquist and City Council allow Sergeant Schimek, Sergeant Weaver, Officer Carlson and Officer Ahlbin to attend the training.

**ATTACHMENT(S):** 1. Resolution

**BY COUNCILPERSON:**

**RESOLVED**, that Sergeants Kris Schimek and Doug Weaver, as well as Officers Alexis Carlson and Jakki Ahlbin be, and hereby are, authorized to attend the Federal Law Enforcement Training Center (FLETC) *Critical Communication Skills in Officer/Citizen Encounters Instructor Training Program* to be held July 16<sup>th</sup> through July 20<sup>th</sup>, 2023 in Allison Park, PA. The FLETC is providing this course at no cost to the City of Jamestown. Lodging, gas and meal expenses will be paid by the Jamestown Police Department pursuant to Section 77-b of the General Municipal Laws of the State of New York.



**STAFF REPORT**

Approved and Forwarded to City Council

Edward A. Sundquist, Mayor

**DATE:** March 15, 2023

**TO:** Edward A. Sundquist, Mayor

**FROM:** Matthew D. Coon, Deputy Fire Chief

**SUBJECT:** Resolution to approve out-of-city travel for two Fire Lieutenants - First Line Officer's Training Program

**ACTION:**  Resolution       Ordinance/Local Law       Informational/Report

**ISSUE STATEMENT:** As members of a career firefighting organization, newly-promoted line supervisors are given various roles and responsibilities which differ greatly from their former duties as line firefighters. Training and education to meet the challenges of these duties and foster development as future fire service leaders is both encouraged and mandatory. Specialized training of this type is currently offered by the Fire Academy of the City of New York. Class #323 is scheduled to begin April 17, 2023 and conclude May 13, 2023.

**BACKGROUND:** Since 1986, New York State's Office of Fire Prevention and Control (OFPC) has required all career fire officers to attend the First Line Supervisors Training Program (FLSTP) conducted by the Fire Department of the City of New York. These requirements are set forth under General Municipal Law (GML) 209-x, Section 1.

**FISCAL IMPACT:** No costs expected. All tuition, travel, lodging, and meal allowances are provided by the City of New York Fire Department and reimbursed by New York State Office of Fire Prevention and Control.

**RECOMMENDATION:** Staff requests that the Mayor and City Council authorize Fire Lieutenants Jeffery P. Hatch and Robert H. Smith to travel and attend FLSTP Class #323 on the dates listed above.

**ATTACHMENT(S):**

1. Suggested Resolution
2. Excerpt from New York State Homeland Security and Emergency Services, Office of Fire Prevention and Control

# New York State Certifications

**NYS Certification** in the areas listed below serves to recognize the attainment of prescribed levels of training in specific disciplines, as established by the Minimum Standards for Firefighting Personnel in the State of New York, through the completion of NYS Fire or Code Enforcement training.

Pursuant to General Municipal Law (GML) 209-w, career firefighters in fire departments employing six or more career firefighters are required to attain the New York State Firefighter certification within the timeframe established by the Minimum Standard (section 426.5) and meet the annual in-service training requirements included within section 426.7. Pursuant to GML 209-x, career fire officers, upon promotion to a first line supervisory position, are required to attend the First Line Supervisors Training Program (FLSTP) conducted by the Fire Department of The City of New York (FDNY), which includes completion of the requirements of the NYS Fire Officer I certification.

BY COUNCILPERSON:

RESOLVED, That Fire Lieutenants Jeffery P. Hatch and Robert H. Smith be and they hereby are authorized to attend the New York State Office of Fire Prevention and Control - First Line Supervisors Training Program, Class #323, as conducted by the Fire Department of the City of New York, with classes to be held at the City of New York's Fire Academy in Queens, New York beginning April 17, 2023 and concluding May 13, 2023, with fees and expenses paid by the State of New York, Department of Homeland Security and Emergency Services, Office of Fire Prevention and Control.



**STAFF REPORT**

**DATE:** March 15, 2023  
**TO:** Edward A. Sundquist, Mayor  
**FROM:** Matthew D. Coon, Deputy Fire Chief

Approved and Forwarded to City Council  
*Edward A. Sundquist*  
Edward A. Sundquist, Mayor

**SUBJECT:** Resolution to approve out-of-city travel for Firefighter Alex R. Hallberg

**ACTION:**  **Resolution**       **Ordinance/Local Law**       **Informational/Report**

**ISSUE STATEMENT:** In conjunction with our course sponsor (Jamestown Community College), Jamestown Fire Department maintains an in-house Emergency Medical Technician – Basic (EMT-B) training program that provides fire department members with continuing medical education (CME) classes, which are overseen by a Certified Instructor Coordinator (CIC). JFD’s current CIC will soon vacate their position as EMS Supervisor, which will also create a need for a new CIC to oversee the CME Program. Firefighter Alex R. Hallberg has been selected to succeed the incumbent CIC as EMS Supervisor, pending completion of a New York State-approved CIC training program.

**BACKGROUND:** New York State Department of Health, Bureau of Emergency Medical Services, has released Policy Statement 22-02, which requires persons engaged in the practice of EMS instruction to obtain certification as a Certified Instructor Coordinator. In short, CIC instructor candidates are required to complete an instructor training course before being considered by a course sponsor for CIC certification. However, in-person instructor courses to obtain CIC certification have not been made available in New York State since the beginning of the Covid-19 pandemic. Presently, JFD has one (1) firefighter in need of this highly specialized training, and the closest venue offering a NYS-approved training course is located in South Portland, Maine.

**FISCAL IMPACT:** Not expected to exceed \$1200.00. (Funding provided through JFD’s CME recertification account). Total costs are inclusive of course registration, materials, meals, and lodging fees. All textbooks, supplies, and a laptop computer (as needed) will be provided by the student or furnished by the course sponsor. A city vehicle will be used for travel to and from the educational facility in South Portland, ME.

**RECOMMENDATION:** Staff respectfully requests the Mayor and City Council to authorize Firefighter Alex R. Hallberg to attend the NAEMSE Level 1 Instructor Course, to be held in South Portland, ME, beginning Friday, April 28, 2023 and concluding on

Sunday, April 30, 2023.

**ATTACHMENT(S):**

1. Suggested resolution
2. NAEMSE Level 1 Instructor Course – General Information
3. NAEMSE Instructor Course Schedule
4. NYS – BEMS Policy Statement 22-02

BY COUNCILPERSON:

RESOLVED, That Firefighter Alex R. Hallberg be hereby authorized to attend the National Association of EMS Educators – Level 1 Instructor Course, to be held in South Portland, ME, beginning Friday, April 28, 2023 and concluding Sunday, April 30, 2023, with fees and expenses paid pursuant to Section 77-b of the General Municipal Laws of the State of New York.



# NATIONAL ASSOCIATION OF EMS EDUCATORS

MENU

## Level 1 Instructor Course - General Information

Educational Courses & Exams » Course Information » Level 1 Instructor Course Information

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### About the NAEMSE Level 1 Instructor Course

The National EMS Instructor Courses have been designed and developed in accordance with the DOT/NHTSA 2002 National Guidelines for Educating EMS Instructors & the National Education Standards. The IC1 course represents the didactic component and practical application of the educational process for EMS educators specified in over 40 States EMS Rules for Lead Instructors.

The course content provides an introduction to a broad span of educational theory that is heavily reliant on brain-based learning and evidence-based best practices for all levels of experience as an EMS educator. Please note that this course is instructed in English only.

### Online Level 1 Instructor Course

After 25 years NAEMSE is proud to launch its first ever Online Level 1 Instructor Course. This online course will offer the same CAPCE approved 40 hours of CEUs based on the DOT/NHTSA 2002 National Guidelines for Educating EMS Instructors & The Foundation of Education 3rd Edition Textbook. NAEMSE continues to host in-person courses throughout the country in tandem with this new virtual option. To view upcoming locations and dates please click below:

[https://naemse.org/events/event\\_list.asp](https://naemse.org/events/event_list.asp)

### Course Goals and Objectives

- To provide tools and resources to educators to accelerate their growth as effective learning coaches.
- To provide contemporary information on the teaching and learning process so EMS educators help their students to achieve their learning goals.
- To provide opportunities for networking with other educators, mentoring by experienced educators, and a catalyst for personal growth.

#### Mandatory components to successfully complete the course:

- A portion of the course (16 hr of CE) must be completed online prior to class and includes educational materials pertinent to successful course completion.

Time Zone	Friday	Saturday	Sunday
Eastern	9 <sup>am</sup> - 6 <sup>pm</sup>	9 <sup>am</sup> - 6 <sup>pm</sup>	9 <sup>am</sup> - 2 <sup>pm</sup>
Central	8 <sup>am</sup> - 5 <sup>pm</sup>	8 <sup>am</sup> - 5 <sup>pm</sup>	8 <sup>am</sup> - 1 <sup>pm</sup>
Mountain	7 <sup>am</sup> - 4 <sup>pm</sup>	7 <sup>am</sup> - 4 <sup>pm</sup>	7 <sup>am</sup> - 12 <sup>pm</sup>
Pacific	6 <sup>am</sup> - 3 <sup>pm</sup>	6 <sup>am</sup> - 3 <sup>pm</sup>	6 <sup>am</sup> - 11 <sup>am</sup>

## Technological Requirements (Online Course Only)

In order to successfully complete this course, all participants must have the following:

- **Reliable internet connection.**
  - Participants will need to remain connected for extended periods of time.
- **Laptop or desktop computer with working webcam *and* microphone.**
  - Exam can't be completed with a mobile device or tablet, inability to access a laptop or desktop may result in your inability to complete this course.
- **Zoom account.**
  - No subscription necessary, a free Zoom account will be sufficient to allow participants to connect and participate in presentations.

## Certificate & Continuing Education Units

Individuals who attend the entire course and pass the post test will receive a Certificate of Course Completion from NAEMSE and a total of 40 hours of CEU credit. Continuing education hours have been approved through NAEMSE, which is accredited by the Commission on Accreditation for Prehospital Continuing Education (CAPCE).

Participants in the NAEMSE IC1 will take a final exam to evaluate their understanding of the course material. The grade received on this exam determines eligibility for CAPCE-Approved CEU credits.

## IC1 Exam Grading Scale

<b>0 - 67%</b>	<b>68 - 75%</b>	<b>76 - 100%</b>
<i>Fail, Re-Take Course</i>	<i>In Class Remediation</i>	<i>Pass, No Remediation</i>

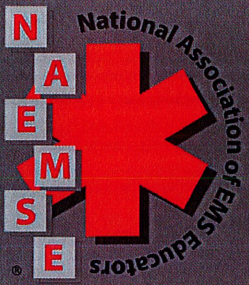
A score of 76% and above will be considered passing and participants will be eligible for 40 hours of CAPCE-Approved CEU credit. Certificates will be issued by NAEMSE within 30 days of successful completion of the course.

Those who score between 68 - 75% will have the opportunity to complete remediation during Day 3 of the course. Upon successful completion of in-class remediation, NAEMSE Faculty will determine eligibility for CEU's.

Participants who score below 67% will need to re-take the course in order to receive CEU.

## Cancellation Policy

The customer may cancel up to 3 weeks prior to the start date of the selected course to cancel the registration. If cancellation is received prior to 3 weeks, then the customer is



# National Association of EMS Educators Instructor Course Schedule

Visit [naemse.org](http://naemse.org) to register for online and select in-person courses.  
All experience levels welcome!

## Upcoming IC1 Courses

### Online Dates

February 3-5, 2023  
February 24-26, 2023  
March 10-12, 2023  
March 24-26, 2023  
April 14-16, 2023

### In-Person Dates

April 28-30, 2023 (South Portland, ME)

## Upcoming IC2 Courses

### Online Dates

February 25-26, 2023  
April 15-16, 2023

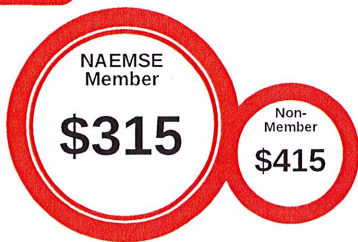
## Upcoming Skills Courses

### In-Person Dates

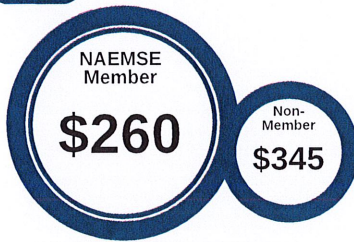
April 1-2, 2023 (Manheim, PA)

## Course Pricing

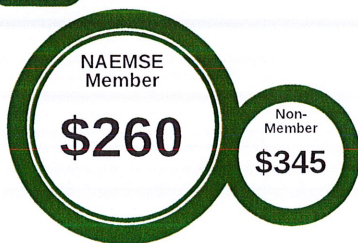
IC1



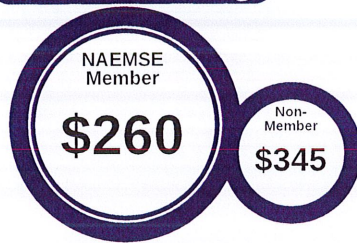
IC2



Skills



Lesson Planning



CEUs provided upon successful completion of each course:

IC1 - 40

IC2 - 20

Skills - 16

Lesson Planning - 16

**REGISTER  
NOW!**

[naemse.org](http://naemse.org)

(412) 343-4775

INSPIRING EDUCATIONAL  
EXCELLENCE



# Policy Statement

## EMS Instructor Training Requirements & Certification Process

### Purpose

The purpose of this policy is to define the New York State (NYS) Department of Health (DOH) Bureau of EMS Certified Laboratory Instructor (CLI) and Certified Instructor Coordinator (CIC):

- prerequisite requirements;
- examination and certification requirements;
- processing; and
- re-certification requirements.

### Definitions

The following definitions are found in Chapter VI Title 10 NYCRR Part 800.3 of the New York State Official Compilation of Codes Rules and Regulations:

- (t) A Certified Laboratory Instructor means a person certified pursuant to these regulations to instruct, in psychomotor skills, candidates in courses leading to certification as certified first responder, emergency medical technician, advanced emergency medical technician and Paramedic.
- (s) A Certified Instructor Coordinator means a person certified pursuant to these regulations to serve as the lead instructor for courses leading to certification. Certified instructor coordinators must be certified, pursuant to these regulations, at or above the level at which they seek to instruct.

### Instructor Certification

This process consists of successfully completing a NYS sanctioned course, the internship requirements, and successfully passing the CLI or CIC written certification exam.

Instructor candidates will have three (3) attempts to pass the written certification examination. If unsuccessful after three (3) attempts, the candidate must contact BEMS for a remediation plan.

Upon completion of the remediation plan, instructor candidates will have three (3) additional attempts to pass the instructor exam. If after six (6) attempts a passing grade is not achieved, the instructor candidate will be required to complete the appropriate course again.

The written examination consists of materials which includes, but is not limited to: policy statements, Administration Manual for EMS Education Programs, Practical Skills Manual,

and material from the National Association of EMS Educators 3<sup>rd</sup> Edition, Foundations of Education; An EMS Approach.

## **Policy**

### **Certified Laboratory Instructor:**

#### CLI Prerequisites for Original Certification:

The candidate must:

1. Submit a completed initial Application for Instructor Certification (DOH-2260) at <https://apps.health.ny.gov/pubpal/builder/EMSForms>
2. Hold current certification as a NYS EMT or higher.
3. **Must have provided direct, hands-on, pre-hospital patient care with a NYS Certified EMS agency, at the EMT level or higher for at least one year within the last three years.** This will be documented by assuring that the candidate's name is listed on the agencies roster and patient care reports.
4. Have no open clinical or criminal investigations on a local, regional, or state level prior to orduring the CLI course or internship period.
5. Attend and successfully complete all modules of the NYS CLI course.
6. Supply a letter of support from sponsoring agency, endorsing candidate's CIC/CLI certification.
7. Application must be submitted prior to the start of candidate's internship.

#### CLI Original Certification Requirements:

The candidate must:

1. Completion of all prerequisite requirements as stated above.
2. Attend and successfully complete all modules of the NYS CLI course.
3. Successfully complete a CLI internship under the supervision of a currently certified CIC in a BEMS approved course at the EMT level or higher. The candidate shall be mentored in by a single course sponsor and one CIC of record. Approval from BEMS required if multiple CIC or courses is needed.
4. Have one (1) lecture recorded and reviewed by the candidate and preceptor.
5. Maintain NYS EMT or higher level of certification throughout the CLI certification process.
6. Successfully pass the NYS BEMS CLI written instructor examination.
7. Submit a completed internship Application for Instructor Certification (DOH-2260) at <https://apps.health.ny.gov/pubpal/builder/EMSForms> **within 18 months of initial CLI course completion:**
  - a) The CLI Internship Completion Report (DOH-3378) completed and signed by the supervisingCIC instructor.
  - b) The completed and signed CLI Internship Tracking Worksheet (DOH-4451)
  - c) At least two (2) Lab Instruction Audit Report (DOH-2423) conducted by the supervising CIC instructor, one being a video recorded lecture.
  - d) At least one Lab Instruction Audit Report (DOH-2423) conducted by an additional CIC or CLI,Regional faulty member or BEMS staff. This audit must be from someone other than the supervising CIC instructor.

*Note: Individuals with whom the CLI candidate has a close personal relationship may not serve as the candidate's supervising CIC and/or auditor during the instructor internship. Clarifications regarding this exclusion must be directed to the Bureau of EMS Central Office, prior to the start of the instructor certification process.*

8. As an intern and/or practicing CLI, comply with:
  - a) All applicable state and federal laws and regulations including, but not limited to NYS PublicHealth Law;
  - b) Chapter VI Title 10 Part 800 of the Official Compilation of Codes, Rules, and Regulations, and;
  - c) Policies as issued by the Bureau of EMS.
  - d) Violations of 8a, 8b, or 8c of this section may result in denial of instructor certification, suspension or revocation of current instructor certification based upon a review by the Bureau of EMS
  
9. It is the responsibility of the CLI candidate to seek out and perform their internship with a certified NYS Course Sponsor. For a list of course sponsors please view this link: <https://www.health.ny.gov/professionals/ems/pdf/csponsors.pdf>

CLI Recertification Requirements:

The CLI must:

1. Hold current certification as a NYS EMT or higher.
2. Be certified as a NYS BEMS provider at or above the desired teaching level.
3. Must complete and submit the Application for Instructor Recertification (DOH-3508) at <https://apps.health.ny.gov/pubpal/builder/EMSForms>
  - a) **Must be actively providing on-going, direct, hands-on, pre-hospital patient care, at the EMT level or higher with a NYS certified EMS agency for at least one year within the last three years.**
  - b) Provide evidence of participation as a CLI in at least one BEMS approved course at the EMT level or higher, within the past three years. If the candidate has not participated as a CLI in at least one BEMS approved course.
    - i. If CLI is expired less than five (5) years, the candidate must receive a minimum of two (2) favorable Lab Instruction Audit Reports (DOH-2423). Both reports must be within three (3) months of applying for recertification with one (1) completed by a currently certified CIC, the other by a currently certified CLI or additional CIC. Favorable audit reports must be conducted within an approved NYS certification course.
  - c) Provide evidence of participation in at least eight (8) hours of instructor level training approved by the Bureau of EMS Central Office.
    - i. 3 hours must be from an official BEMS instructor update with a state provided course number.
    - ii. 5 hours must be from any BEMS approved educational continuing instructor education OR BEMS instructor update with a course number (educational CE must be related back to adult learning, EMS education instruction, etc. When in doubt, contact BEMS Central Office for clarification). Examples of courses acceptable, but not limited to, the 5-hour continuing education are:
      - a) AHA Instructor Updates with verification certificates
      - b) PHTLS Instructor Updates with verification certificates
      - c) PEPP Instructor Updates with verification certificates
      - d) NYS Fire Instructor I and II with verification certificates
      - e) AHA Instructor original courses with verification certificates, NOT certification cards.
  
4. **CLI certification that has been expired for more than five (5) years will be required to repeat the CLI course and internship.**
  
5. Must comply with:
  - a) All applicable state and federal laws and regulations including, but not limited to

NYS PublicHealth Law.

- b) Chapter VI Title 10 Part 800 of the Official Compilation of Codes, Rules, and Regulations and;
- c) Policies as issued by the Bureau of EMS.
- d) Violations of 6a, 6b, or 6c of this section may result in denial of instructor recertification or suspension or revocation of current instructor certification based upon a review by the Bureau of EMS.

## **Certified Instructor Coordinator:**

### CIC Prerequisites for Original Certification:

The candidate must:

1. Submit a completed Application for Instructor Certification (DOH-2260) at <https://apps.health.ny.gov/pubpal/builder/EMSForms>
2. Hold current certification as a NYS EMT or higher.
3. **Must have provided direct, hands-on, pre-hospital patient care with a NYS Certified EMS agency, at the EMT level or higher for at least one year within the last three years.** This will be documented by assuring that the candidate's name is listed on the agencies roster and patient care reports.
4. Have no open clinical or criminal investigations on a local, regional, or state level prior to or during the instructor course or internship period.
5. Attend and successfully complete the National Association of EMS Educators (NAEMSE) Instructor Level 1 course.
6. Supply a letter of support from sponsoring agency endorsing candidate CIC/CLI certification.
7. Application must be submitted prior to the start of candidate's internship.

### CIC Original Certification Requirements

The candidate must:

1. Completion of all prerequisite requirements as stated above.
2. Successfully complete a CLI and CIC internship under the supervision of a currently certified CIC in a BEMS approved original or refresher course at the EMT level or higher. Current CLI instructors are not required to complete the CLI internship. The candidate, under the mentorship of a single course sponsor and one CIC of record, must:
  - a) Instruct a minimum amount of lab sessions as required on CLI tracking form DOH – 4451.
  - b) Prepare and deliver the required hours of didactic material, within a NYS EMS certification course as found on the CIC Tracking form DOH-4452.
  - c) Have one (1) lecture recorded and reviewed by the candidate and preceptor.
  - d) Directly plan, coordinate, and implement lab sessions, observe CLI performance, and debrief staff with the supervising CIC, and organize the final practical skills exam with PSE exam coordinator.
  - e) The internship must meet the objectives outlined in the CIC curriculum.
  - f) Approval from BEMS required if multiple Courses or CIC's is required to complete internship.
3. Maintain NYS EMT or higher-level certification throughout the CIC certification process.
4. Successfully pass the NYS BEMS CIC written Instructor examination.  
Submit a completed internship Application for Instructor Certification (DOH-2260) at <https://apps.health.ny.gov/pubpal/builder/EMSForms> **within 18 months of initial CIC course completion:**
  - a) The completed and signed CLI internship (if required).
  - b) The CIC Internship Completion Report (DOH-3377) completed and signed by the supervisingCIC.
  - c) The completed and signed CIC Internship Tracking Worksheet (DOH-4452).
  - d) At least two (2) Didactic Instruction Audit Report (DOH-2424) conducted by the

- supervising CIC instructor, one being a video recorded lecture.
- e) At least one Didactic Presentation Audit Report (DOH-2424) conducted by a Regional Faculty member or Bureau of EMS Representative.

*Note: Individuals with whom the CIC candidate has a close interpersonal relationship (real or perceived) may not serve as the candidate's supervising CIC and/or auditor during the instructor internship. Clarifications concerning this exclusion must be directed to the Bureau of EMS, prior to the start of the instructor certification process.*

5. As an intern and/or practicing CIC, comply with:
  - a) All applicable state and federal laws and regulations including, but not limited to NYS Public Health Law;
  - b) Chapter VI Title 10 Part 800 of the Official Compilation of Codes, Rules, and Regulations, and;
  - c) Policies as issued by the Bureau of EMS.
  - d) Violations of 8a, 8b, or 8c of this section may result in denial of instructor certification or suspension or revocation of current instructor certification based upon a review by the Bureau of EMS.

### CIC Recertification Requirements

The candidate must:

1. Hold current certification as a NYS EMT or higher.
  2. Be certified as a NYS BEMS provider at or above the desired teaching level.

Must complete and submit the Application for Instructor Recertification (DOH-3508) at <https://apps.health.ny.gov/pubpal/builder/EMSForms>

    - a) Provide evidence of participating as the lead CIC in at least one BEMS approved course at the EMT level or higher, within the past three years. If the candidate has not participated as the lead CIC in at least one BEMS approved course
      - i. If CIC is expired less than five (5) years, the candidate must receive a minimum of 2 favorable Instruction Audit Reports (DOH-2424). Both reports must be within 3 months of applying for recertification with one completed by a currently certified CIC, the other by an additional CIC, Regional Faculty member or Bureau of EMS Representative. Favorable audit reports must be conducted within an approved NYS certification course.
    - b) Provide evidence of participation in at least eight (8) hours of instructor level training approved by the Bureau of EMS Central Office.
      - i. 3 hours must be from an official BEMS instructor update with a state provided course number.
      - ii. 5 hours must be from any BEMS approved educational continuing instructor education OR BEMS instructor update with a course number (educational CE must be related back to adult learning, EMS education instruction, etc. When in doubt, contact BEMS Central Office for clarification). Examples of courses acceptable, but not limited to, the 5-hour continuing education are:
        - a) AHA Instructor Updates with verification certificates
        - b) PHTLS Instructor Updates with verification certificates
        - c) PEPP Instructor Updates with verification certificates
        - d) NYS Fire Instructor I and II with verification certificates
        - e) AHA Instructor original courses with verification certificates, NOT certification cards.
3. **CIC certification that has been expired for more than five (5) years will be required to repeat the CIC process.**
  4. Must comply with:
    - a) All applicable state and federal laws and regulations including, but not limited to

NYS PublicHealth Law;

- b) Chapter VI Title 10 Part 800 of the Official Compilation of Codes, Rules, and Regulations and;
- c) Policies as issued by the Bureau of EMS.
- d) Violations of 6a, 6b, or 6c of this section may result in denial of instructor recertification or suspension or revocation of current instructor certification based upon a review by the Bureau of EMS.

### **Registration for an Instructor Exam:**

After completion of internship, candidates will be given permission to register for the instructor exam. Candidates will be given a link by NYS DOH BEMS to the form DOH-4245, Registration for Emergency Medical Technician's Test Scheduling Request. Follow the directions on the form for submission.

### **Additional Information**

#### **Advanced Level Instructor Certification**

- All CLI Instructor certifications will be given at the current level of candidate certification.
- CIC instructor certifications will be granted at the EMT level. If advanced level CIC instructor certification is sought, the CIC candidate must complete the following:
  - Conduct a full 26-hour EMT internship as outlined on form DOH – 4452.
  - Conduct seven (7) additional hours at the ALS level on seven (7) separate topics.
  - Submit a separate DOH – 4452 for the additional hours at the ALS level.
  - Submit a recommendation of endorsement to the advanced level CIC from the supervising CIC.
  - Lectures can be completed during their initial CIC internship or at a later time.
  - Lectures must be conducted in a NYS approved advance level course.
  - **Candidates may not instruct above the level of their current certification.**

#### **Instructor Reciprocity**

- Instructor reciprocity from other states, in compliance with regulations, will be handled by the Bureau of EMS Central Office on a case-by-case basis.  
To be considered for an instructor certification, applicants will need to complete the following:
  - a) Certificate of completion from the National Association of EMS Educators (NAEMSE) Instructor Level 1 course
  - b) List of courses taught with the past three (3) years.
  - c) Two (2) letters of recommendations from institution in reciprocity state where teaching.
  - d) Recommendation letter from NYS course sponsorship.
  - e) Must complete lectures of seven (7) different topics in NYS EMS course
  - f) Two (2) completed audit forms completed by a currently certified CIC, Regional Faculty member or Bureau of EMS Representative.

#### **CIC Interning CLI/CIC candidates**

- A CIC is required to be certified at least one year and have been the CIC of record for one complete original course that was not cancelled, prior to interning new CLI or CIC candidates.

#### **CIC Signing CME Content**

- A CIC must have been a CIC of record for one complete original course prior to teaching core content or approving content in the NYS CME recertification program.

**STAFF REPORT**

**DATE:** March 15, 2023  
**TO:** Mayor Edward A. Sundquist  
**FROM:** Deputy Fire Chief Matthew Coon  
**SUBJECT:** Request to hire eight (8) new firefighters – SAFER Grant Program

Approved and Forwarded to City Council



Edward A. Sundquist, Mayor

**ACTION:**  Resolution  Ordinance/Local Law  Informational/Report

**ISSUE STATEMENT:** The City of Jamestown was recently selected to receive \$1.8 million in federal funding under the FY 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Program, administered by the U.S. Department of Homeland Security, Federal Emergency Management Agency. The purpose of this grant is to provide for the recruitment of eight (8) new firefighters within the Jamestown Fire Department.

**BACKGROUND:** The goal of the SAFER Grant Program is to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies, and assure that communities have adequate fire protection from fire and fire-related hazards. SAFER intends to improve or restore local fire departments' staffing and deployment capabilities so they may more effectively and safely respond to emergencies. With enhanced or restored staffing levels, grantees should see a reduction in response times and an increase in the number of trained personnel assembled at an incident scene.

Consistent with past practice, all vacancies are intended to be filled by candidates deemed eligible for employment as a firefighter, under the terms and provisions of the current Civil Service list, as provided by Chautauqua County Human Resources.

**FISCAL IMPACT:** All eight (8) positions are funded through the SAFER Grant Program

**RECOMMENDATION:** Staff respectfully requests suspension of the hiring freeze and authorization to hire eight (8) new firefighters to fill current vacancies within the Jamestown Fire Department.

**ATTACHMENT(S):**

1. Suggested resolution
2. Probationary firefighter salary schedule (As adopted in the 2023 General Fund Budget)
3. FEMA Award Letter, Dated 02/09/2023

BY COUNCIL:

WHEREAS, on January 22, 2002 the Jamestown City Council adopted resolution number 200201C03 that effective immediately and until further notice instituted a hiring freeze for the City of Jamestown, and

Whereas, on November 20, 2006 the Jamestown City Council adopted resolution number 200611B17 to extend the freeze to any change in employment from Part-Time to Full-Time status, and

WHEREAS, it has become apparent that within the DEPARTMENT an effort to effectively manage the city's day-to-day responsibilities in a cost-efficient manner, it is in the City of Jamestown's best interest to lift the hiring freeze for a certain position, now therefore be it

RESOLVED that effective immediately the Jamestown City Council hereby suspends the hiring freeze instituted by resolution number 200201C03 and authorized the filling of the following position due to the essential nature of the position.

Eight (8) Full-time Firefighters in the Jamestown Fire Department.

To fill current vacancies within the Jamestown Fire Department (Funding provided through FY 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program).

Jamestown Fire Department

2023 Probationary Firefighter Salary Schedule

Pay #	Rank	Name	Annual Salary	Base Hourly Rate
1033	<b>FFP</b>	<b>SAFER 1</b>	<b>\$ 45,198.40</b>	<b>\$ 21.73</b>
1034	<b>FFP</b>	<b>SAFER 2</b>	<b>\$ 45,198.40</b>	<b>\$ 21.73</b>
1035	<b>FFP</b>	<b>SAFER 3</b>	<b>\$ 45,198.40</b>	<b>\$ 21.73</b>
1036	<b>FFP</b>	<b>SAFER 4</b>	<b>\$ 45,198.40</b>	<b>\$ 21.73</b>
1037	<b>FFP</b>	<b>SAFER 5</b>	<b>\$ 45,198.40</b>	<b>\$ 21.73</b>
1038	<b>FFP</b>	<b>SAFER 6</b>	<b>\$ 45,198.40</b>	<b>\$ 21.73</b>
1039	<b>FFP</b>	<b>SAFER 7</b>	<b>\$ 45,198.40</b>	<b>\$ 21.73</b>
1040	<b>FFP</b>	<b>SAFER 8</b>	<b>\$ 45,198.40</b>	<b>\$ 21.73</b>

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 02/09/2023



Edward Sundquist  
JAMESTOWN, CITY OF  
200 EAST THIRD ST  
JAMESTOWN, NY 14701

EMW-2021-FF-01244

Dear Edward Sundquist,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding opportunity has been approved in the amount of \$1,816,201.12 in Federal funding.

FEMA has waived, in part or in full, one or more requirements for this grant award. See the Summary Award Memo for additional information about Economic Hardship Waivers.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 SAFER Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS  
Assistant Administrator, Grant Programs

## Summary Award Memo

**Program:** Fiscal Year 2021 Staffing for Adequate Fire and Emergency Response

**Recipient:** JAMESTOWN, CITY OF

**UEI-EFT:** RVYLKHSZMG87

**DUNS number:** 030224174

**Award number:** EMW-2021-FF-01244

## **Summary description of award**

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Staffing for Adequate Fire and Emergency Response (SAFER) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## **Approved Economic Hardship Waivers**

### **Position cost limit waiver**

FEMA has waived the position cost limit requirement for this grant award. Costs are limited to the approved budget per position.

### **Cost share waiver**

FEMA has waived the cost share requirement for this grant award. You are not required to contribute non-Federal funds for this grant award. The recipient is responsible for any costs that exceed the Federal funding provided for this grant award.

### **Minimum budget waiver**

FEMA has waived the minimum budget requirement for this award.

### **Non-supplanting waiver**

FEMA has waived the non-supplanting requirement for this award. SAFER grant funds may be used to replace funds that would be available from State or local sources or from the Bureau of Indian Affairs.

## **Amount awarded**

The amount of the award is detailed in the attached Obligating Document for Award. The cost share amounts described in this award letter are based on the approved total project cost; however, the Federal funding available is limited based on the applicable position cost limit and the applicable cost share as applied to actual costs.

**STAFF REPORT**

Approved and Forwarded to City Council



Edward A. Sundquist, Mayor

**DATE:** March 15, 2023**TO:** Mayor Edward A. Sundquist**FROM:** Deputy Fire Chief Matthew Coon**SUBJECT:** Request to hire five (5) replacement firefighters**ACTION:**  Resolution  Ordinance/Local Law  Informational/Report

**ISSUE STATEMENT:** The Jamestown Fire Department is seeking to recruit five (5) new firefighters to replace members whom have recently resigned, retired, or are planning retirement in the very near future. One (1) member resigned September 2022; one (1) member resigned February 2023; two (2) additional members are scheduled to retire in April and May, 2023; and one (1) position remains vacant due to a reassignment.

**BACKGROUND:** Under terms of the current collective bargaining agreement, unit members are required to provide a one-year written notification to the City, indicating their intent to retire from active service. Of the five (5) new members requested, two (2) out of five (5) will be replacing unit members that have submitted their one-year notice. Two (2) new members will replace firefighters that elected employment with other municipalities, and One (1) new member will fill the long-vacant position of Municipal Training Officer.

Consistent with past practice, all vacancies will be filled by candidates deemed eligible for employment as a firefighter, under the terms and provisions of the current Civil Service list, as provided by Chautauqua County Human Resources.

**FISCAL IMPACT:** All five (5) positions are funded in the 2023 General Fund Budget.

**RECOMMENDATION:** Staff respectfully requests suspension of the hiring freeze and authorization to hire five (5) firefighters to fill current and/or anticipated vacancies within the Jamestown Fire Department.

**ATTACHMENT(S):**

1. Suggested resolution
2. Probationary firefighter salary schedule (As adopted in the 2023 General Fund Budget)

BY COUNCIL:

WHEREAS, on January 22, 2002 the Jamestown City Council adopted resolution number 200201C03 that effective immediately and until further notice instituted a hiring freeze for the City of Jamestown, and

Whereas, on November 20, 2006 the Jamestown City Council adopted resolution number 200611B17 to extend the freeze to any change in employment from Part-Time to Full-Time status, and

WHEREAS, it has become apparent that within the DEPARTMENT an effort to effectively manage the city's day-to-day responsibilities in a cost-efficient manner, it is in the City of Jamestown's best interest to lift the hiring freeze for a certain position, now therefore be it

RESOLVED that effective immediately the Jamestown City Council hereby suspends the hiring freeze instituted by resolution number 200201C03 and authorized the filling of the following position due to the essential nature of the position.

Five (5) Full-time Firefighters in the Jamestown Fire Department.

Positions to fill current and anticipated vacancies within the Jamestown Fire Department (Funding included in the 2023 General Fund Budget).

Jamestown Fire Department

2023 Probationary Firefighter Salary Schedule

Pay #	Rank	Name	Annual Salary	Base Hourly Rate
1027	<b>FF1</b>	<b>A. A. Akin (Resigned)</b>	<b>\$ 54,412.80</b>	<b>\$ 26.16</b>
1030	<b>FFP</b>	<b>Replace Hanlon</b>	<b>\$ 45,198.40</b>	<b>\$ 21.73</b>
1030	<b>FFP</b>	<b>Replace Sigular</b>	<b>\$ 45,198.40</b>	<b>\$ 21.73</b>
1031	<b>FFP</b>	<b>Replace Pickard</b>	<b>\$ 45,198.40</b>	<b>\$ 21.73</b>
1032	<b>FFP</b>	<b>Replace MTO</b>	<b>\$ 45,198.40</b>	<b>\$ 21.73</b>

**STAFF REPORT**

Approved and Forwarded to City Council



Edward A. Sundquist, Mayor

**DATE:** March 1, 2023  
**TO:** Edward A. Sundquist, Mayor  
**FROM:** Matt Spunaugle, Parks Department  
**SUBJECT:** Allen Park and Jackson-Taylor Park Splash Pads

**ACTION:**  Resolution  Ordinance/Local Law  Informational/Report

**ISSUE STATEMENT:**

The Jamestown community has been calling for splash pads for years. Over the last few years, the Jamestown Parks Department has been researching locations and designs for splash pads in City parks. By choosing to place two in some of our largest parks on either side of the City, these splash pads will be accessible to all families.

**BACKGROUND:**

Because of the demand, we decided that two splash pads were appropriate. Because of this we decided to go with a basic splash pad design that could be added on if needed in the future. The pads and all elements are ADA-compliant. With City Council approval, we anticipate both splash pads will be operational in Summer 2023.

**FISCAL IMPACT:**

The total for this project is \$500,000 and will be proposed ARPA Project.

The cost for each splash pad (including elements, concrete, plumbing in splash pad) is \$175,000 with contingency. The cost for site work (Excavation, site restoration, water line and drain line leading to splash pad) for each is estimated to be \$75,000. Overall, we are estimating that the cost to be \$500,000 all-in for both locations.

We anticipate that a significant amount of this cost will be covered by grant funding that cannot yet be announced. If so, the remaining funds will be returned to the ARPA funds. We anticipate that while water costs will increase, it can be absorbed in the Parks Department budget.

**RECOMMENDATION:**

Staff Request's Council's Approval.

**ATTACHMENT(S):**

1. Resolution
2. Proposed Design, Site Plan, & Cost for Allen Park
3. Proposed Design, Site Plan, & Cost for Jackson-Taylor

RESOLVED, That the Jamestown City Council designates Five Hundred Thousand Dollars and No Cents (\$500,000.00) in American Rescue Plan Act Healthy Neighborhoods funds for the purpose of funding the Jackson-Taylor Park and Allen Park Splash Pad projects.



## Packages

# AquaSmart™ Package A

## Product Overview

Play is the name of the game in this splash pad design that features multiple ways to cool off while staying active. Designed for low-flow, low-water consumption powered by the patented HydroLogix® system. Choose [Aquatix colors](#) based on material.

AquaSmart Package A consists of:

- [HydroLogix® System](#)
- [RippleRun with Acrylic Medium Rung](#)
- [RocketStream \(2\)](#)
- [Tot WellSpring](#)
- [Arch Jets \(2\)](#)
- [Curvy Jet Manifold](#)
- [Sea Crawlers \(2\)](#)



## Product Specs

### Dimensions

Total Area: 1,963 sq. ft.  
(182,37 sq. m.)

### Splash Zone

Wet Area: 1,256 sq. ft.  
(116,68 sq. m.)

### Standard Flow Rate

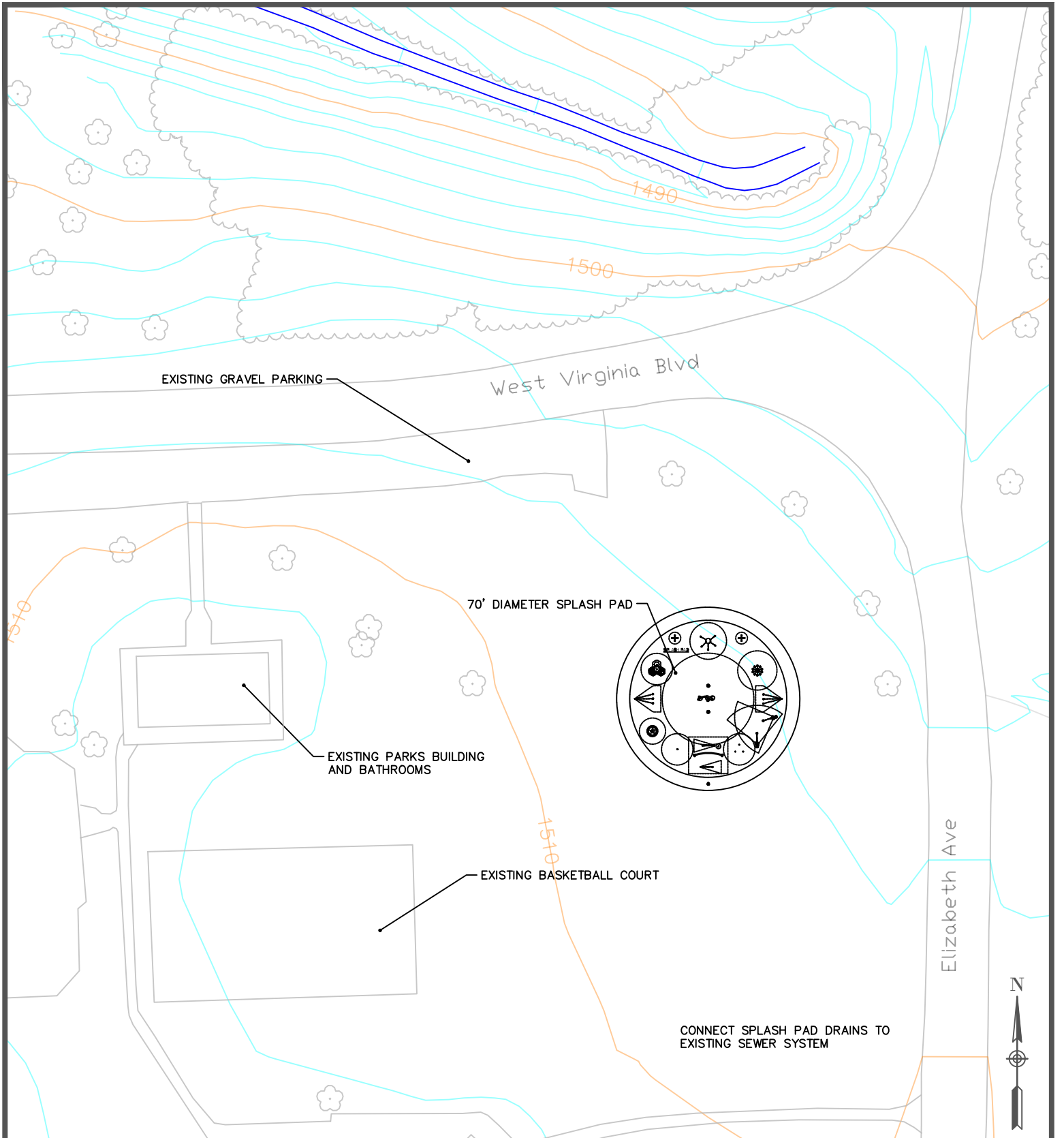
58 GPM

## AquaSmart™ Package A

Play is the name of the game in this design that features multiple ways to cool off while staying active.

- Designed for low-flow, low-water consumption
- Package flow rate 58 GPM
- Total area 1,963 sq. ft. (182,37 sq. m.)
- Wet area 1,256 sq. ft. (116,68 sq. m.)
- Package consists of:
  - 1 HydroLogix® System
  - 1 RippleRun with Acrylic Medium Rung
  - 2 RocketStreams
  - 1 Tot WellSpring
  - 2 Arch Jets
  - 1 Curvy Jet Manifold
  - 2 Sea Crawlers
- Choose from applicable Aquatix® colors
- **Package Price \$58,161**





CITY OF JAMESTOWN  
 DEPARTMENT OF PUBLIC WORKS  
 145 STEELE ST., JAMESTOWN, NY 14701  
 716-483-7545(OFFICE) 716-483-7544(FAX)

TITLE

ALLEN PARK SPLASH PAD

DRAWN  
 MDR

APPROVED

DATE	BY	REV

SCALE  
 1"=50'

DATE  
 FEB. 2023

SHEET

# ESTIMATE



# parkitects

Number: AAAQ11047  
 Date: Oct 17, 2022  
 Project: Allen Park - Splash Pad

**PARKITECTS, Inc.**  
 279 Lakefront Blvd.  
 Buffalo, NY 14202

Sold To	Your Sales Rep	Terms
City of Jamestown Dan Stone 115 Fairmount Avenue Jamestown, NY 14701-4768 P 716- 450-8835 ext: F 716- 664-0904 E stone@jamestownny.gov	Ben Frasier P 716-310-8060 ext: 801 F 607-533-4108 E ben@playgroundinfo.com	THIS IS A PROJECT ESTIMATE ONLY AND SHOULD NOT BE CONSTRUED AS AN OFFICAL QUOTE

Qty	Item #	Description	Unit Price	Ext. Price
<b>Chadakoin Park Splashpad Equipment under Sourcewell Contract #010521-LSI</b>				
1	AQ-17348	AquaSmart,Design Package A, to include: (1) Hydrologix System, (1) RippleRun w.acrylic medium rung, (2) RocketStreams, (1) Tot WellSpring, (2) Arch Jets, (1) Curvy Jet Manifold, (2) Sea Crawlers; Package flow rate 58 GPM	\$59,500.00	\$59,500.00
		<i>5.0% Contract Discount</i>		- \$2,975.00
1		Freight (estimate)	\$4,500.00	\$4,500.00
		<b>Play Equipment Total</b>		<b>\$61,025.00</b>
<b>Installation Services</b>				
1		Splash Pad Equipment Installation - Includes installation of features, piping and mechanicals.	\$59,500.00	\$59,500.00
1,963	SF	Installation of Concrete Pad - Includes rebar, wire mesh and concrete	\$15.00	\$29,445.00
1		On-site System Startup and Training w/ Aquatix Technician	\$2,500.00	\$2,500.00
		<i>Installation Total</i>		<i>\$91,445.00</i>

<b>Estimate Total</b>	<b>\$152,470.00</b>
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NOTE:  
 1. Excavation, site restoration, water line and drain line leading to splash pad are NOT included in this estimate.



## Packages

# AquaSmart™ Package H

## Product Overview

Kids can explore a geometric water maze that lets them decide how wet they want to get. This package is powered by patented HydroLogix® System for low-water consumption and low water flow. Choose from applicable [Aquatix colors](#).

AquaSmart Package H contains:

- [HydroLogix® System](#)
- [AquaHedra®](#)
- [GeoMister Small \(2\)](#)
- [Tot Wellspring](#)
- [Arch Jet Manifold](#)
- [Triple Arch Jets \(2\)](#)



## Product Specs

### Dimensions

Total Area: 1,963 sq. ft.  
(182,37 sq. m.)

### Splash Zone

Wet Area: 1,256 sq. ft.  
(116,68 sq. m.)

### Standard Flow Rate

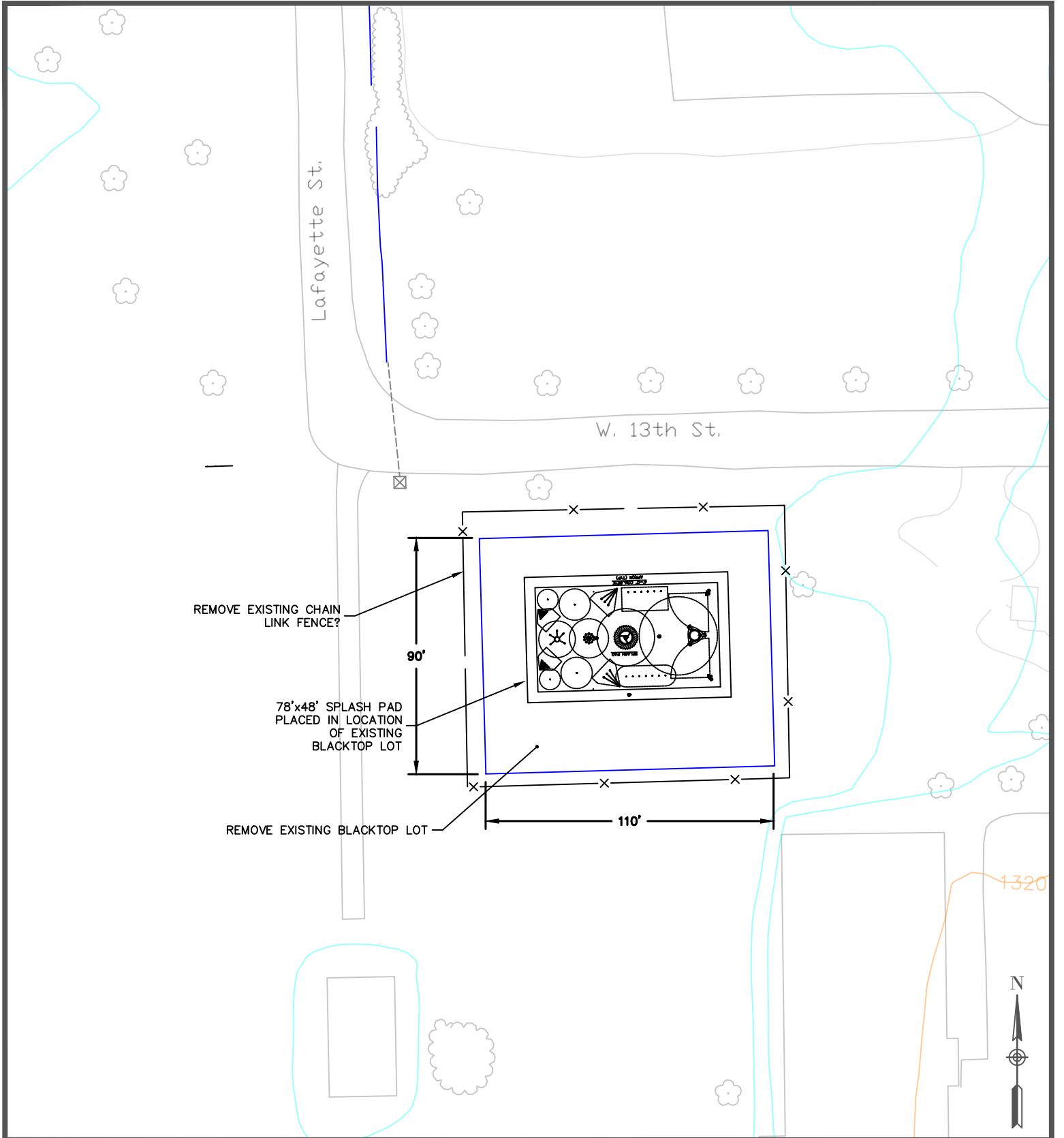
45 GPM

## AquaSmart™ Package H

Kids can explore a geometric water maze that lets them decide how wet they want to get.

- Designed for low-flow, low-water consumption
- Package flow rate 45 GPM
- Total area 1,963 sq. ft. (182,37 sq. m.)
- Wet area 1,256 sq. ft. (116,68 sq. m.)
- Package consists of:
  - 1 HydroLogix® System
  - 1 AquaHedra®
  - 2 GeoMisters Small
  - 1 Tot WellSpring
  - 1 Arch Jet Manifold
  - 2 Triple Arch Jets
- Choose from applicable Aquatix® colors
- **Package Price \$60,156**





CITY OF JAMESTOWN  
 DEPARTMENT OF PUBLIC WORKS  
 145 STEELE ST., JAMESTOWN, NY 14701  
 716-483-7545(OFFICE) 716-483-7544(FAX)

TITLE

JACKSON-TAYLOR OLD SKATE PARK SPLASH PAD

DRAWN

MDR

APPROVED

DATE	BY	REV

SCALE 1"=50'

DATE FEB, 2023

SHEET

# ESTIMATE



# parkitects

**Number:** AAAQ11047  
**Date:** Oct 17, 2022  
**Project:** Jackson-Taylor - Splash Pad

**PARKITECTS, Inc.**  
279 Lakefront Blvd.  
Buffalo, NY 14202

Sold To	Your Sales Rep	Terms
City of Jamestown Dan Stone 115 Fairmount Avenue Jamestown, NY 14701-4768 P 716- 450-8835 ext: F 716- 664-0904 E stone@jamestownny.gov	Ben Frasier P 716-310-8060 ext: 801 F 607-533-4108 E ben@playgroundinfo.com	THIS IS A PROJECT ESTIMATE ONLY AND SHOULD NOT BE CONSTRUED AS AN OFFICAL QUOTE

Qty	Item #	Description	Unit Price	Ext. Price
<b>Chadakoin Park Splashpad Equipment under Sourcewell Contract #010521-LSI</b>				
1	AQ-17348	AquaSmart,Design Package A, to include: (1) Hydrologix System, (1) RippleRun w.acrylic medium rung, (2) RocketStreams, (1) Tot WellSpring, (2) Arch Jets, (1) Curvy Jet Manifold, (2) Sea Crawlers; Package flow rate 58 GPM	\$59,500.00	\$59,500.00
		<i>5.0% Contract Discount</i>		- \$2,975.00
1		Freight (estimate)	\$4,500.00	\$4,500.00
		<b>Play Equipment Total</b>		<b>\$61,025.00</b>
<b>Installation Services</b>				
1		Splash Pad Equipment Installation - Includes installation of features, piping and mechanicals.	\$59,500.00	\$59,500.00
1,963	SF	Installation of Concrete Pad - Includes rebar, wire mesh and concrete	\$15.00	\$29,445.00
1		On-site System Startup and Training w/ Aquatix Technician	\$2,500.00	\$2,500.00
		<i>Installation Total</i>		<i>\$91,445.00</i>


<b>Estimate Total</b>	<b>\$152,470.00</b>
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NOTE:

1. Excavation, site restoration, water line and drain line leading to splash pad are NOT included in this estimate.

**STAFF REPORT**

**DATE:** March 1, 2023  
**TO:** Edward A. Sundquist, Mayor  
**FROM:** Zach Altschuler, Executive Assistant to the Mayor  
**SUBJECT:** BusPatrol Contract

Approved and Forwarded to City Council  
  
Edward A. Sundquist, Mayor

**ACTION:**  Resolution       Ordinance/Local Law       Informational/Report

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**ISSUE STATEMENT:** The City Council has authorized a Bus Stop Arm camera program to catch violations of those passing buses when stop arm is out. BusPatrol would outfit the school districts fleet at no cost, with the City receiving a share of the fine money.

**BACKGROUND:** BusPatrol, a company specializing in school bus stop arm cameras, engaged the City and the School District about adopting an ordinance that would allow the City to collect fees from violations passing stopped school buses at no cost to the City or School District. Both JPS and the City are moving forward with the contract. Once authorized by both parties, BusPatrol can outfit the buses with the new cameras.

Please note: Jamestown Public Schools passed the proposal in February 2023.

**FISCAL IMPACT:** An indeterminate amount of fine money, no cost to the City or JPS.

**RECOMMENDATION:** Staff requests City Council approves the measure.

**ATTACHMENT(S):**

1. Resolution
2. BusPatrol Proposed Contract (school district still making small tweaks)

BY COUNCIL:

RESOLVED, that the Mayor be, and he hereby is authorized, to enter into an agreement regarding fixed location traffic enforcement services with BusPatrol, located at 8540 Cinder Bed Road, Suite 400, Lorton, VA 22079 to provide for the installation and management of a bus stop arm camera program. Subject to the approval of Corporation Counsel as to Form.

**MASTER AGREEMENT**  
**between**  
**BUSPATROL AMERICA, LLC**  
**and**  
**CITY OF JAMESTOWN**  
**for a**  
**SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

This Master Agreement (the “Agreement”) is hereby made and entered into by and between BusPatrol America, LLC with its principal place of business at 8540 Cinder Bed Road, Suite 400, Lorton, VA 22079 (“BusPatrol” or “Contractor”), and the City of Jamestown, a municipal corporation with its principal offices located at [ADDRESS] (“Municipality”) (together, the “Parties”).

**RECITALS**

**WHEREAS** on August 6, 2019, the Governor of the State of New York signed into law amendments to the New York Vehicle and Traffic Law that authorize a New York county, city, town or village, by local law or ordinance, to install and operate photo violation monitoring systems on school buses for the purpose of recording violations; and

**WHEREAS** pursuant to Section 1174-a of the New York Vehicle and Traffic Law (“NY VTL”), the governing body of a county, city, town or village located within a county is authorized and empowered to adopt and amend a local law or ordinance establishing a demonstration program imposing monetary liability on the owner of a vehicle for failure of an operator thereof to comply with Section 1174 of the NY VTL when meeting a school bus marked and equipped as provided in Subdivision 20 and 21(c) of Section 375 of the NY VTL and operated in such county, city, town or village, in accordance with the provisions of such Section 1174-a;

**WHEREAS** pursuant to and, in accordance with, such Section 1174-a, the City of Jamestown, on August 31, 2020 adopted Article XII of Chapter 290 of the Vehicles and Traffic Code (the “Local Law”), authorizing the Municipality to install and operate school bus photo violation monitoring systems on school buses within the Municipality (collectively with Section 1174-a, “the Law” or “the Stop Arm Law”);

**WHEREAS** pursuant to and, in accordance with Section 1174-a, the Local Law establishes a fine of \$250 for a first violation, \$275 for a second violation committed within eighteen (18) months of the first violation, \$300 for a third violation or subsequent violation committed within eighteen (18) months of the first violation, and an additional \$25 penalty for each violation for the failure to respond to a notice of liability within the prescribed time period;

**WHEREAS** the Municipality has entered into or will enter into agreement(s) with school districts within Municipality (“Participating School Districts”) authorizing the Municipality to contract with BusPatrol to install camera systems on school buses by such counties, in order to use video

monitoring of vehicles passing school buses to impose civil or other penalties on vehicle owners for violating any of the aforesaid provisions of law;

**WHEREAS** BusPatrol is able to provide an innovative, turn-key, and comprehensive school bus camera system to protect students when riding school buses on customary routes;

**WHEREAS** pursuant to New York's "piggybacking" law, Section 103(16) of the New York General Municipal Law, the Municipality "may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by such political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state, or any other political subdivision or district therein if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with this section and made available for use by other governmental entities;"

**WHEREAS** the Municipality has determined that the Master Agreement between BusPatrol and Dutchess County, New York, dated September 24, 2021, ("Dutchess County Agreement") expressly permits "Cooperative Purchasing/Piggybacking," is for the same or similar services as the Municipality desires from BusPatrol, is for the same or better pricing, and otherwise meets the criteria under Section 103(16) and the Municipality's Policies on Procurement and Vendors;

**WHEREAS** BusPatrol agrees to enter into an Agreement with the Municipality under the terms and conditions set forth in the Dutchess County Agreement, except as expressly modified herein;

**WHEREAS** the Municipality represents that it has the authority, in accordance with the Local Law, to enter into this Master Agreement with BusPatrol on behalf of the Participating School Districts, to establish the terms and conditions upon which counties may elect to allow BusPatrol to install, maintain and operate school bus photo monitoring systems within such counties, and does hereby award such Master Agreement to BusPatrol;

**WHEREAS** pursuant to the Local Law, Municipality has authorized BusPatrol to process violations as authorized by such Section 1174-a;

**WHEREAS** Municipality has reviewed the business and financial terms of this Agreement and confirms that the said terms and conditions are beneficial to the public interest and enhanced safety and security for the children and community at large; and

**NOW THEREFORE**, in consideration of the foregoing recitals, which are expressly incorporated herein, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Municipality and BusPatrol agree as follows:

The foregoing recitals are true and correct and form an integral part of this Agreement and are contractual.

## AGREEMENT

**A. COOPERATIVE PURCHASING/PIGGYBACKING.** This Agreement is entered into pursuant to the piggybacking authority in Subdivision 16 of Section 103 of the New York General Municipal Laws, and the Cooperative Purchasing/Piggybacking provision within the Dutchess County Agreement. Accordingly, all the terms, conditions, covenants, and representations contained herein and in the Dutchess County Agreement and any amendments thereto, except as modified by this document, are hereby incorporated by reference, and deemed to be a part of this Agreement as if fully set forth at length herein. The term and conditions of this Agreement shall supersede any inconsistent terms and conditions set forth in the Dutchess County Agreement.

**B. DELETIONS.** For purposes of this Agreement, the Dutchess County Agreement is expressly modified by deleting:

1. *All references to “Dutchess County” or “County” are hereby deleted.*
2. *Article 38.0, “Severance Pay,” is hereby deleted.*
3. *Exhibit B, “Revenue Reconciliation and Disbursement Process,” is hereby deleted in its entirety.*
4. *Exhibit C, “OPT-IN AGREEMENT TO PARTICIPATE IN THE COUNTY OF DUTCHESS/BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM,” is hereby deleted in its entirety.*
5. **[FURTHER DELETIONS TBD]**

**C. ADDITIONS.** For purposes of this Agreement, the Dutchess County Agreement is expressly modified by adding:

1. *All references to “Dutchess County” and “County” are hereby replaced with “the City of Jamestown” or “Municipality.”*
2. *Article 1, “Definitions,” is modified to incorporate the following additional definitions:*

### **1.0 DEFINITIONS**

- 1.x “Contested Violation” means a Notice of Violation issued through the BusPatrol system that is challenged by the owner of the vehicle before a Local Court in a Participating Municipality in accordance with Section 1174-a of the NY VTL, and that results in payment of any fines or penalties directly to the Local Court.
- 1.x “Local Court” means the court or traffic violations bureau having jurisdiction over traffic infractions where the violation occurred.

- 1.x “Non-Contested Violation” means a Notice of Violation issued through the BusPatrol system that is not challenged by the owner of the vehicle and is paid directly to BusPatrol.
- 1.x “Program Revenue” means (a) 100% of the fines and penalties from Contested Violations collected by Local Courts, plus (b) 100% of fines and penalties from Non-Contested Violations collected by BusPatrol.

3. *Article 5, “Payment,” is modified to incorporate the following payment terms:*

**5.0 PAYMENT.** All payments to be made to Contractor and Municipality shall be paid from Program Revenues, which shall be collected and distributed as follows:

5.1 Collection And Disbursement of Revenues from Non-Contested Violations.

- 5.1.1 All fines and penalties collected by BusPatrol for Non-Contested Violations shall be deposited into the dedicated BusPatrol bank account established by Contractor pursuant to Article 4.
- 5.1.2 100% of the fines and penalties collected from Non-Contested Violations shall be considered Program Revenue and shall be used solely for purposes of paying the Revenue Share payments, Technology Fees and Program Administrative Expense called for in Article 5.3.
- 5.1.3 BusPatrol will disburse Program Revenues from the dedicated BusPatrol account within ten (10) days of Municipality’s approval of each monthly Revenue Reconciliation Report and accompanying BusPatrol invoice, as called for in Articles 5.4 and 5.5.

5.2 Collection And Disbursement of Revenues from Contested Violations.

- 5.2.1.1 All fines and penalties from Contested Violations will be collected by the Local Court in the Participating Municipality where the Violation is adjudicated.
- 5.2.1.2 Municipality shall work with Local Courts to ensure that all fines and penalties from Contested Violations are transferred to Municipality, to be disbursed as Program Revenues.
- 5.2.1.3 100% of the fines and penalties collected from Contested Violations shall be considered Program Revenue and shall be used solely for purposes of paying the Revenue Share payments, Technology Fees and Program Administrative Expense called for in Article 5.3.
- 5.2.1.4 Municipality will disburse Program Revenues to BusPatrol within ten (10) days of Municipality’s approval of each monthly Revenue

Reconciliation Report and accompanying BusPatrol invoice, as called for in Articles 5.3 and 5.4.

5.3 Payment Amounts. Program Revenues shall be used to pay the following amounts to compensate Contractor for the installation, maintenance, and use of the BusPatrol Systems in accordance with Section 1174-a(1-b) of the New York Vehicle and Traffic Law:

5.3.1 BusPatrol Technology Fees.

5.3.1.1 Contractor shall be paid a fixed fee of \$185.00 per bus per month (the “BusPatrol Technology Fee”) for each school bus that has been equipped with optional Internal Non-Enforcement Cameras and Equipment, if requested by a Participating School District in an Opt-In Agreement, to compensate Contractor for the up-front capital expenditures and operational costs to install, operate and maintain such Internal Non-Enforcement Cameras and Equipment.

5.3.1.2 Technology Fees shall be charged monthly for each school bus that has been equipped with Internal Non-Enforcement Cameras and Equipment beginning on the first full month after the completion of the Trial Period.

5.3.1.3 All Technology Fees will be paid from Program Revenue. In the event that the amount of Program Revenue deposited into Contractor’s dedicated account in a given month is insufficient to cover the total amount of Technology Fees owed to BusPatrol for that month, the balance of unpaid Technology Fees will be rolled over for payment in the following month(s) until all outstanding Technology Fees have been paid.

5.3.1.4 If at the end of the term of this Agreement (or any extension thereof) the total Program Revenue deposited into Contractor’s dedicated account is insufficient to cover the total amount of Technology Fees owed to Contractor for the term of this agreement, BusPatrol will have no claim against Municipality, Participating Municipalities or Participating School Districts for the payment of any such unpaid amounts.

5.3.2 Revenue Share Payments.

5.3.2.1 After payment of any Technology Fees owed to Contractor, the remaining portion of Program Revenues deposited into Contractor’s dedicated account shall be disbursed 60% to the Contractor

(“Contractor’s Revenue Share”) and 40% to Municipality (“Municipality’s Revenue Share”).

5.3.2.2 Municipality’s 40% Revenue Share shall first be used to reimburse Contractor for any outstanding Program Administrative Expense advanced by Contractor in accordance with Article 5.3.3. Any remaining portion of Municipality’s Revenue Share payment may be used by Municipality for such other purposes as determined by Municipality.

5.3.3 Program Administrative Expense.

5.3.3.1 On the first day of each month, Municipality shall invoice Contractor for payment of a fixed monthly amount equal to the agreed-upon Program Administrative Expense, as established by the Parties in accordance with this Article 5.3.

5.3.3.2 For purposes of this Article 5.3, “Program Administrative Expense” equals an agreed-upon fixed monthly amount to reimburse Municipality for the salary and benefits of one (1) full time Municipal employee to directly administer and support the Stop Arm Program. In addition, Program Administrative Expense will include any expense incurred by the Municipality for labor or materials resulting from the administration of the Stop Arm Program, which will be documented by the Municipality and mutually agreed upon with Contractor.

5.3.3.3 The Municipality agrees to confer with Contractor regarding the required level of administrative support needed to carry out the Stop Arm Program, and to determine whether Contractor can provide an alternative means of providing the required administrative support, at the Contractor’s expense. The Parties will also confer to adjust the amount of the Program Administrative Expense established in this Article 5.3.3 in the event of any changes in the level of administrative support required, including but not limited to changes in the number of buses deployed or volume of Violations issued, or any material increase or decrease in Municipality’s actual cost of administering or supporting the Stop Arm Program.

5.3.3.4 Municipality agrees to comply with any reasonable request by Contractor for documentation supporting such Program Administrative Expense.

5.3.3.5 Contractor will advance Municipality an amount equal to the agreed upon monthly Program Administrative Expense within ten (10) days of Municipality’s submission of proper invoice. The Parties agree

that Contractor's payment of Program Administrative Expense represents an advance of future Program Revenues, to be reimbursed from Municipality's Revenue Share payments in the following month(s).

5.3.3.6 Municipality agrees to use its monthly Revenue Share payment to reimburse Contractor for any Program Administrative Expense previously advanced to Municipality by Contractor.

5.3.3.7 In the event that Municipality's 40% Revenue Share in a given month is insufficient to cover the total amount of outstanding Program Administrative Expense owed to Contractor, the balance of unpaid Program Administrative Expense will be rolled over for payment in the following month(s) until all outstanding Program Administrative Expense has been paid.

5.3.3.8 If at the end of the term of this Agreement (or any extension thereof) the total amount of Municipality's Revenue Share payments received by Municipality are insufficient to reimburse Contractor for all Program Administrative Expenses advanced by Contractor during the term of this agreement, Contractor will have no claim against Municipality or Participating School Districts for the payment of any such unreimbursed amounts.

5.4 Monthly Revenue Report, Invoicing and Payment. Within fifteen (15) days following the end of each month, BusPatrol shall submit a report (the "Revenue Reconciliation Report") and accompanying invoice to Municipality for review and approval, to authorize payment of the amounts called for in this Article 5. At a minimum, the monthly Revenue Reconciliation Report shall include the following supporting information:

5.4.1 Total number and gross revenue from Contested Violations collected by Local Courts and transferred to the Municipality during the previous month;

5.4.2 Total number and gross revenues from Non-Contested Violations collected by Contractor during the previous month, to be disbursed as Program Revenues;

5.4.3 Total amount of Technology Fees to be paid to BusPatrol from Program Revenue, including any unpaid Technology Fees from the current or prior months to be deducted from future Program Revenue;

5.4.4 Total amount of Contractor's 60% share of Program Revenue, and Municipality's 40% share of Program Revenue; and

5.4.5 Total amount of agreed-upon Program Administrative Expense advanced by Contractor during the previous month to be repaid from Municipality's 40% share of Program Revenue, including any unpaid Program Administrative Expense from prior months.

The Parties agree to work in good faith to reconcile any discrepancies in the amounts payable to any Party that are identified in the monthly Revenue Reconciliation Report.

5.5 Payment, Disbursement of Program Revenues.

5.5.1 BusPatrol will disburse revenues collected from Non-Contested Violations from the dedicated BusPatrol account to the Municipality and BusPatrol within five (5) calendar days of Municipality's approval of a monthly Revenue Reconciliation Report and accompanying invoice.

5.5.1 Municipality shall disburse funds received from the Local Courts for Contested Violations within five (5) calendar days of Municipality's approval of a monthly Revenue Reconciliation Report and accompanying invoice.

5.5.2 All amounts payable to BusPatrol under this Agreement shall be paid from Program Revenues. In no event shall the Municipality bear any expense associated with the administration of this program if Program Revenues over the entire term of this agreement (including any extension thereof) are insufficient to cover the amounts owed to BusPatrol.

4. *Attachment C, OPT-IN AGREEMENT TO PARTICIPATE IN THE COUNTY OF DUTCHESS/ BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM," is replaced with the following:*

**ATTACHMENT B**  
**OPT-IN AGREEMENT TO PARTICIPATE IN THE [MUNICIPALITY NAME]/**  
**BUSPATROL SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM**

<p><b>Participating School District Name:</b> _____</p> <p><b>BusPatrol Solutions to Be Implemented:</b> (select one):</p> <p><input type="checkbox"/> BusPatrol External Enforcement Solution</p> <p><input type="checkbox"/> BusPatrol Internal Student Safety Solution</p> <p><b>Total No. of School Buses:</b> _____</p> <p><b>Participating School District Point of Contact:</b> _____</p>
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**WHEREAS**, General Municipal Law Section 119-o authorizes municipal corporations and districts to enter into agreements for the performance among themselves or one for the other of their respective functions, powers, and duties on a contract basis;

**WHEREAS**, General Municipal Law §119-n defines “municipal corporation” as a county outside the City of New York, a town, a village, a board of cooperative educational services, fire district, or a school district, and defines a “municipal district” as a county or town improvement district, among other things;

**WHEREAS**, the Municipality is authorized by Section 1174-a of the New York Vehicle and Traffic Law (“NY VTL”) and [LOCAL LAW] to enter into an agreement with school districts authorizing the Municipality to enter into a contract for the installation and operation of outward facing school bus photo violation monitoring systems on school buses owned or operated by within such school districts;

**WHEREAS**, Municipality has entered into an agreement with BusPatrol to acquire, on behalf of Participating School Districts, a turn-key, web-based school bus photo violation monitoring system that can be used to capture images of vehicles operated in violation of Section 1174, issue citations to the owner of such vehicle when approved by an authorized Municipal Technician, and collect fines from the owner of such vehicle as authorized by Section 1174-a;

**WHEREAS**, Participating School Districts desire to enter into this agreement to authorize the Municipality, through its contractor BusPatrol, to install and operate of outward facing school bus photo violation monitoring systems on school buses operated within the Participating School District as authorized by Section 1174-a and [LOCAL LAW];

**NOW**, therefore, it is mutually agreed by and between the Parties hereto as follows:

1. **Purpose.** This “Opt-In Agreement” constitutes a formal, binding agreement between the [NAME] School District (“Participating School District”), the [MUNICIPALITY NAME] (“Municipality”) and BusPatrol America LLC (“BusPatrol”) (together, “Parties”), for the installation, operation and maintenance of school bus photo violation monitoring systems on school buses owned or operated by the District in accordance with Section 1174-a of the New York State Vehicle and Traffic Law and [LOCAL LAW] (the “Stop Arm Laws”), as well as the installation and operation of other optional internal student safety cameras if selected by Participating School District (the “BusPatrol System”).
2. **Authorization.** The Parties’ execution of this Opt-In Agreement will serve as authorization for the Municipality, through its contractor BusPatrol, to install and operate the particular BusPatrol System identified above on school buses owned and operated by the district or privately owned and operated for compensation under contract with such district.
3. **Payment.** In accordance with the Stop Arm Laws and the Master Agreement between Municipality and BusPatrol (“Master Agreement”), the Municipality will be solely responsible for paying BusPatrol for the installation, maintenance and use of the BusPatrol System on school buses owned and operated by the Participating School District or privately owned and operated for compensation under contract with such district, to be paid solely from the revenues from any fines generated by said school bus photo violation monitoring systems operated within the District. Participating School District will have no responsibility for payment of any amounts due to BusPatrol for the installation, operation, or maintenance of the BusPatrol System
4. **Responsibilities of the Parties:**
  - a. **BusPatrol.** BusPatrol is responsible for providing all equipment and services necessary to install, operate and maintain the BusPatrol System as described in Exhibit A of the Master Agreement, a copy of which is attached as Attachment 1.
    - 1.
  - b. **Municipality.** Municipality is responsible for administering and overseeing BusPatrol’s performance of the Stop Arm Enforcement Program including, but not limited to:
    - i. Arranging for qualified Enforcement Technicians to review evidence packages and approve or disapprove potential notices of violation of the Stop Arm Laws;
    - ii. Installing signage provided by BusPatrol in conformance with standards established in the Manual of Uniform Traffic Control Devices; and

- iii. Reviewing and approving BusPatrol invoices for payment, in accordance with the Master Agreement.
- c. Participating School District. Participating School District is responsible for:
- i. Providing BusPatrol or its agents with access to buses owned or operated by the District beginning on the Installation Start Date specified above (to be mutually agreed upon by the District, the Municipality and BusPatrol). If Participating School District does not own and operate the buses customarily used on the routes in its district, then Participating School District shall enter into an agreement with the private owner(s) and operator(s) of those buses to allow BusPatrol to install and operate its equipment on such buses, at no cost to BusPatrol. If Participating School District does not enter into such agreement with the private owner(s) and operator(s), or if any private owner or operator fails to provide BusPatrol will access to school buses, the Municipality or BusPatrol, at its option, may terminate the Opt-In Agreement with the Participating School District;
  - ii. Providing BusPatrol with ongoing access to any and all BusPatrol equipment installed on buses owned or operated by the District or its third party bus operator, as reasonably necessary for BusPatrol to operate and maintain the school bus violation monitoring system;
  - iii. Providing BusPatrol with electronic copies of school bus routing information, in Excel or CSV format, if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;
  - iv. Using best efforts to maintain the routes identified in Subsection 4(c);
  - v. Using best efforts to properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;
  - vi. Appointing a designated point of contact, identified above, who shall be authorized to act on behalf of the Participating School District on all matters relating to this Opt-In Agreement and District's use of and participation in the school bus school bus photo violation monitoring systems;
  - vii. Implementing security measures to ensure that any photographs, microphotographs, videotapes, other recorded images, and data from internal non-enforcement cameras installed under Option B are only accessed by authorized personnel from the Participating School District.
5. **License, Restricted Use.** BusPatrol grants to the Participating School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software and other BusPatrol Intellectual Property (collectively "BusPatrol Intellectual Property"), solely for purposes of carrying out

this Opt-In Agreement. This license shall continue for so long as this Opt-In Agreement remains in effect and shall expire immediately upon termination or expiration of this Agreement. Participating School District shall immediately cease any and all use of the BusPatrol Intellectual Property upon termination or expiration of this Opt-In Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

The District agrees that it will not use the BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the BusPatrol System during the term of this Agreement. Participating School District will not disclose the BusPatrol Intellectual Property to any third parties without the prior express written permission of BusPatrol; will not make any modifications to the BusPatrol System; and will not attempt to disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System or cause any other person to do any of the foregoing.

6. **Reporting.** Participating School District, acting by and through the Superintendent of Schools of such District, or his or her designee shall provide any report required of the District, pursuant to Section 1174-a of the Vehicle Traffic law or [LOCAL LAW], to the State or any official thereof. BusPatrol and Municipality agree to work with the Participating School District to provide any information or other reasonable assistance necessary for District to prepare and submit any required reports.
7. **Restrictions on Access to Enforcement Data.** In accordance with the State and Local Law and the Master Agreement, the Parties agree that BusPatrol will implement controls and configure the BusPatrol system to safeguard enforcement data generated by the external cameras and other components of the BusPatrol Stop Arm Enforcement Solution as follows:
  - a. Pursuant to Section 1174-a (a)(3)(i) of the Vehicle and Traffic Law, BusPatrol will implement controls and configure the BusPatrol system to (i) prevent Participating School District from accessing any photographs, microphotographs, videotapes, other recorded images and data from school bus photo violation monitoring systems; (ii) to provide for the proper handling and custody of such photographs, microphotographs, videotapes, other recorded images and data produced by such systems; and (iii) to provide for the forwarding of such photographs, microphotographs, videotapes, other recorded images and data to the Municipality for the purpose of determining whether a motor vehicle was operated in violation of subdivision (a) of Section 1174 of the New York Vehicle and Traffic Law and imposing monetary liability on the owner of such motor vehicle therefor.
  - b. BusPatrol will implement controls and configure the BusPatrol system to ensure that all photographs, microphotographs, videotapes, other recorded

images and data produced by school bus photo violation monitoring systems shall be destroyed (i) ninety (90) days after the date of the alleged imposition of liability if a notice of liability is not issued for such alleged imposition of liability pursuant to this local law or (ii) upon final disposition of a notice of liability issued pursuant to this local law.

8. **Restrictions on Access to Internal Camera Data.** The Parties agree that BusPatrol will implement controls and configure the BusPatrol system to ensure that any photographs, microphotographs, videotapes, other recorded images, and data from the internal cameras (if any) installed pursuant to this agreement shall be made available only to the Participating School District and shall not be made available to the Municipality or any third party except as explicitly authorized by the Participating School District. In accordance with the Master Agreement, BusPatrol will implement controls and configure the BusPatrol system to ensure that all video footage, recorded images, and other information generated through such internal non-enforcement cameras shall be destroyed within ninety (90) days unless a longer period is authorized by Participating School District or required by law.
9. **Changes.** Changes to this Opt-In Agreement may be made only by mutual written agreement of the Parties.
10. **Term, Termination.**
  - a. This Agreement shall commence on the date of the last signature below and shall terminate on December 1, 2024 (the “Initial Term”) unless New York State has extended or eliminated the provisions of the enabling legislation as contained in the Stop Arm Law. In the event the enabling legislation is extended, the Initial Term shall likewise be extended for the shorter of: (i) a total Initial Term of five (5) years; or (ii) the term of any such legislative extension of the Stop Arm Law. Upon expiration of the Initial Term, this Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the Parties provided that New York State has extended and/or not eliminated the provisions of the enabling legislation as contained in the Stop Arm Law.
  - b. This Opt-In Agreement will automatically terminate in the event the Master Agreement between BusPatrol and Municipality is terminated in accordance with the terms of said Master Agreement.
  - c. In the event of a termination, Participating School District shall immediately cease use of the BusPatrol System, including any and all BusPatrol Equipment, BusPatrol Software, or Intellectual Property, and allow BusPatrol reasonable access to buses owned and operated by the Participating School District or its

third-party bus operator, to allow BusPatrol to remove the BusPatrol Equipment in accordance with the wind down provisions of the Master Agreement.

- 11. Non-Assignment.** This Agreement may not be assigned by Participating School District without prior written consent of the Municipality and BusPatrol. Municipality shall be relieved of all liability and obligations consistent with the New York State General Municipal Law Section 109 in the event of such unauthorized assignment.
- 12. Executory.** All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to cover BusPatrol's expenditures to install and operate the BusPatrol System, and therefore agrees that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement in the event that gross revenues collected over the life of this Agreement (including any extensions thereof) are insufficient to cover any costs, expenses or fees associated with this Agreement owed to BusPatrol. BusPatrol will have no claim against the Municipality or Participating School District for the payment of any such unpaid costs, expenses, or fees.
- 13. Notice.** Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the Parties may designate:

Municipality:

<Address>  
<City, State Zip>  
<tel>  
<email>

BusPatrol America LLC:

Jean Souliere  
8540 Cinder Bed Road, Suite 400  
Lorton, Virginia 22079  
(703) 338-0208  
jean@buspatrol.com

Participating School District:

<Address>  
<City, State Zip>  
<tel>

<email>

14. **Non-Waiver.** Failure of either Party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
15. **Severability.** If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
16. **Choice of Law, Venue.** Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The Parties hereby choose the [court], as the forum for any such dispute.
17. **No Arbitration.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled “Choice of Law, Venue”.
18. **Rules Of Construction.** This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.
19. **Counterparts; Signatures Transmitted by Electronic Means.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the Parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of “electronic signatures” as regulated by New York State Technology Law Article 3, “Electronic Signatures and Records Act.”
20. **Entire Agreement.** The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission, or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties with the same formalities accorded this basic Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BUSPATROL:**

By: \_\_\_\_\_  
Name: Jean F. Souliere  
Title: CEO, BusPatrol America LLC  
Date: \_\_\_\_\_

**CITY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PARTICIPATING SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

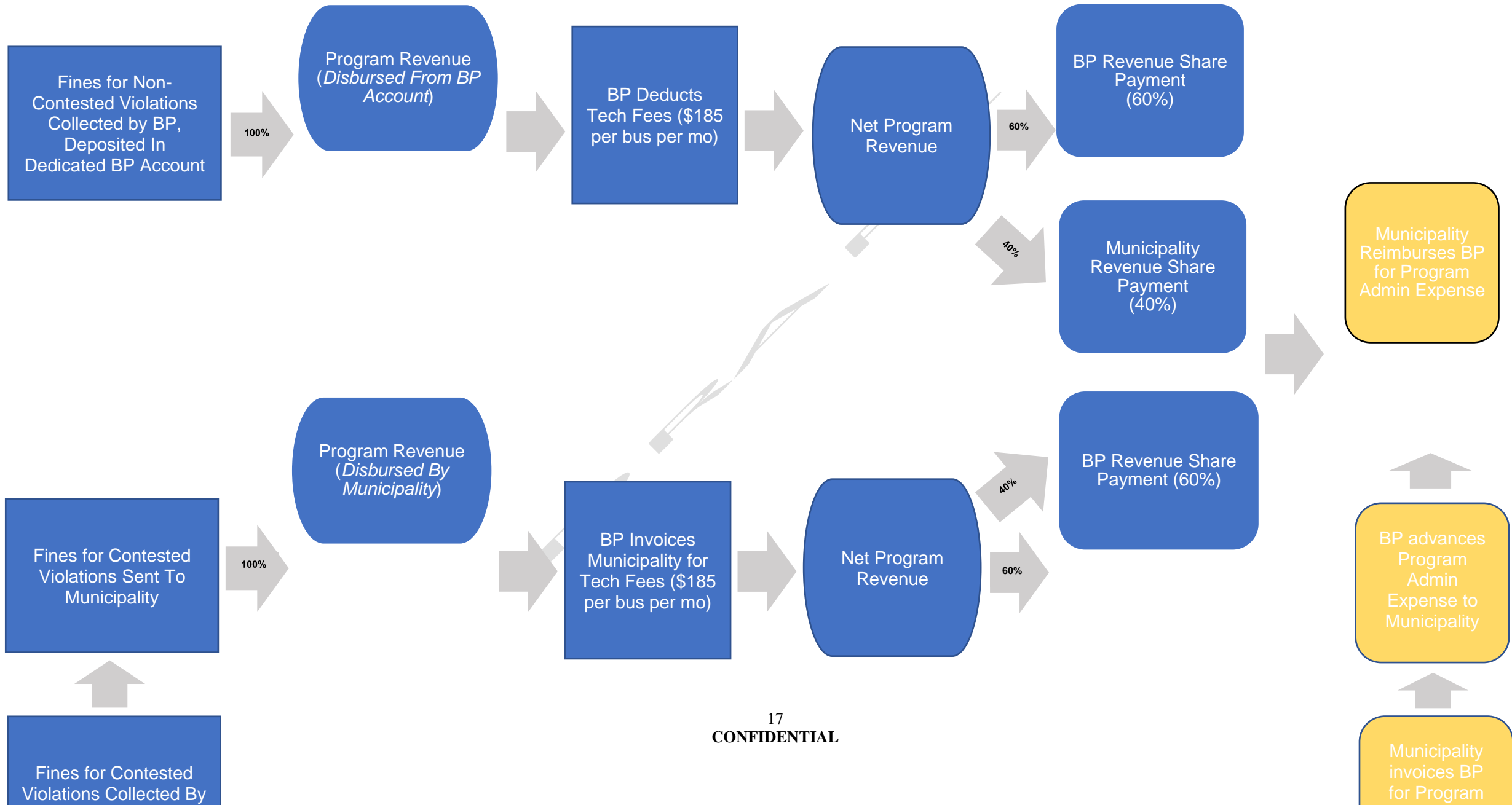
List of Attachments:

Attachment 1: Master Services Agreement between BusPatrol America, LLC and  
[MUNICIPALITY]

5. Attachment B, "REVENUE RECONCILIATION AND DISBURSEMENT PROCESS," is replaced in its entirety with the following,

**ATTACHMENT C  
REVENUE RECONCILIATION AND DISBURSEMENT PROCESS**

The following flowchart illustrates the monthly flow of funds to be performed in accordance with Article 5 of the Agreement and NYS VTL Sections 1174-a and 1803.



**6. [FURTHER ADDITIONS TBD]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement for a School Bus Safety Camera Program between BusPatrol and City, effective as of the date of the first Notice of Violation (the “Effective Date”).

**BUSPATROL:**

By: \_\_\_\_\_  
Name: Jean F. Souliere  
Title: CEO, BusPatrol America LLC  
Date: \_\_\_\_\_

**CITY OF JAMESTOWN:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(END)

**STAFF REPORT**

Approved and Forwarded to City Council



Edward A. Sundquist, Mayor

**DATE:** March 1, 2023  
**TO:** Edward A. Sundquist, Mayor  
**FROM:** Zach Altschuler, Executive Assistant to the Mayor  
**SUBJECT:** Bird (Scooter and E-bikes Operating Agreement)

**ACTION:**  Resolution       Ordinance/Local Law       Informational/Report

**ISSUE STATEMENT:** The City is interested in increasing the number of transit options available to residents. It has researched a number of different solutions. Because of the high-cost of operating such a program and the danger of liability, the City was interested in a program that provided these services with no cost to taxpayer dollars and that also indemnified the City.

**BACKGROUND:** The City engaged with multiple bike share providers over this process. Bird was chosen due to the success of the program in surrounding cities (such as Olean and Dunkirk) at no cost to the City. The program still gives the City substantial control over hours of operation, geofencing of areas so bikes/scooters cannot be ridden there, parking, and other local regulations. Bird would partner with local company to operate program.

**FISCAL IMPACT:** No cost to the City. As per the contract, Bird Rides, Inc. shall pay the City a revenue-share of \$0.20 per ride to help fund protected bike lanes or other transportation projects within the operating areas. Bird Rides, Inc. shall pay the revenue-share to the City on a quarterly basis.

**RECOMMENDATION:** Staff Request's Council's Approval.

**ATTACHMENT(S):**

1. Resolution
2. Bird Presentation for Jamestown, NY
2. Proposed Operational Agreement

BY COUNCIL:

Resolution authorizing the Mayor to execute an agreement with Bird Rides, Inc., 406 Broadway #369 Santa Monica, CA 90401 for the purpose of authorizing and regulating an Electric Bike and Scooter pilot program in the City of Jamestown, subject to the approval of Corporation Counsel as to form.



**Hello,  
Jamestown, NY**



**2021**



# What is Bird?

Dockless electric micro-mobility vehicle sharing company.

**Our mission is make cities and campuses more livable and bring communities together by providing affordable, environmentally-friendly transportation.**



**Solve last-mile problem and connect more residents to transit options**



**Reduce congestion and over-reliance on cars**



**Improve air quality and reduce GHG emissions**

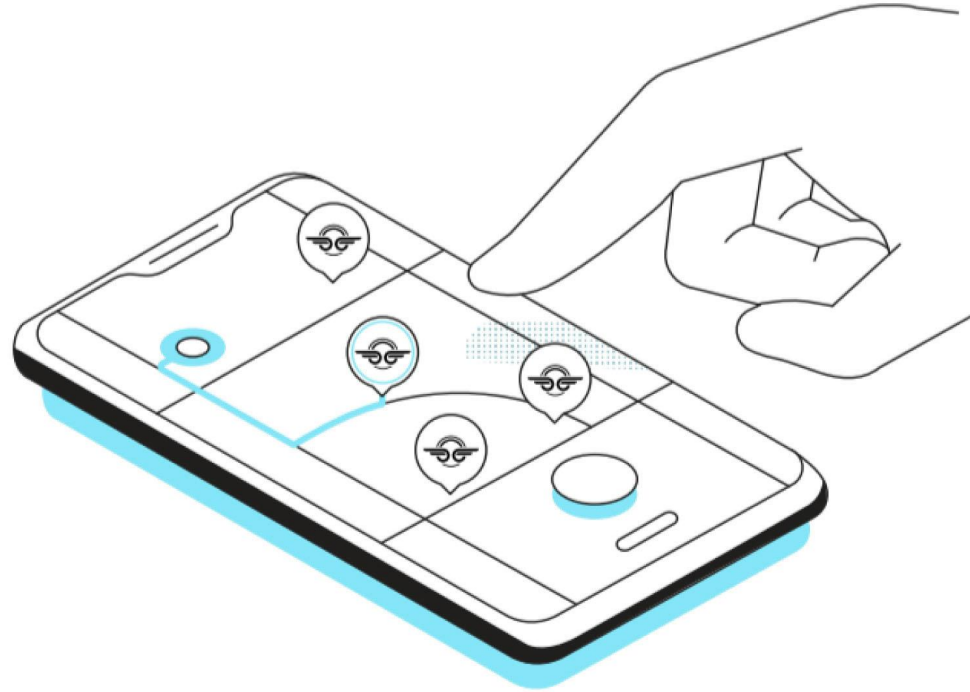


**Improve the overall quality of life on campus**



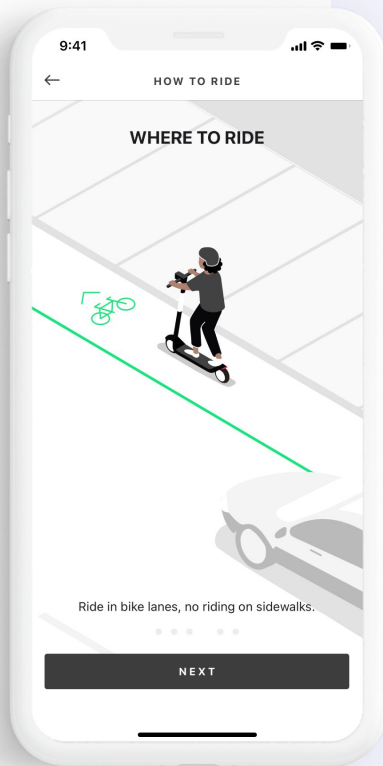
# How it works

1. Download the Bird app
2. Create profile
3. Add payment
4. Complete educational tutorials
5. Enjoy the ride!

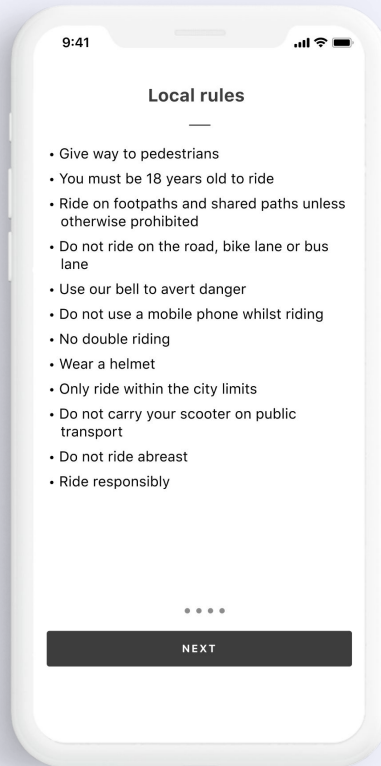


## Safety

All riders are required to review a tutorial on how to ride safely before they can start their ride



Safe Riding Tips



Local Rules

## Local Rules

Local rules are customized for each market including specific information about parking and no-ride zones



# The Dockless Model

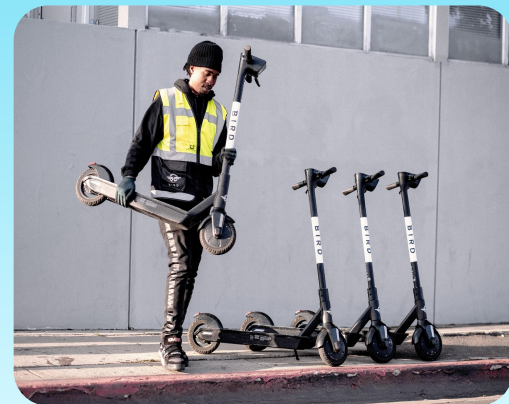
Follow the rules of the road like a bike

Freedom to choose where to pick up and drop off

Available for use within the designated 'operating zone'

Vehicle waits for next rider or is moved by Bird

**BIRD**



# Safe Operations Leadership

Our policies help regulate the usage and access of our vehicles to ensure both riders and members of the community are able to safely and freely move throughout the city.



**Ceasing late night  
operations**



**Responsible  
speed limits**



**Minimum age  
requirements**



**Zero tolerance  
for unsafe  
behavior**



# Bird's multimodal, shared vehicle fleet



**BirdZero**

**BirdOne**

**BirdTwo**

**BirdThree**

**BirdS**

# BirdBike

## City Safe & Street Smart:

Designed uniquely for ride share, the Bird Bike is a Class 1 Pedal Assist E-Bike that's IOT connected and built to comply with local rules and regulations.

SPECS
720Whr Swappable Battery (IP67 Rated)
Max 20% Grade Hill Climb
Class 1 vehicle 250W Motor, 47N.m net torque



# Pricing

## Standard Pricing

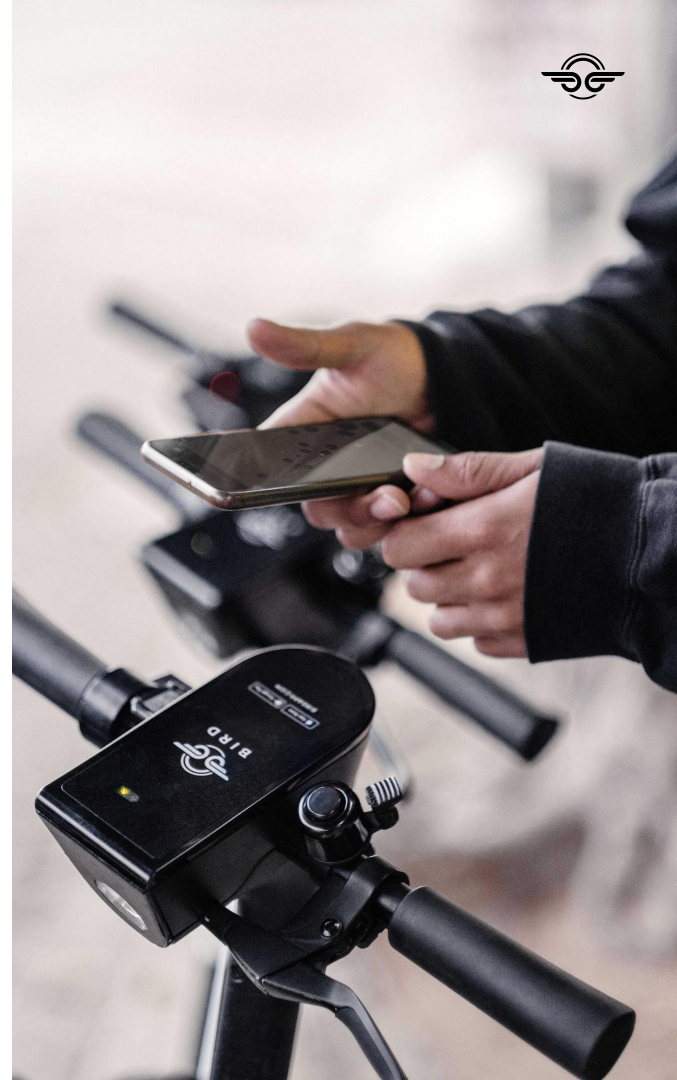
\$1+ a per minute fee. Averaging ~\$6 a ride.

---

## Equitable Pricing Options

Discounts available to those in government assistance programs, veterans, senior citizens, healthcare workers, students with pell grants, etc.

BIRD



# Transportation for all: Equity Programs

Bird has launched several programs and features aimed at increasing transportation access in the communities where we operate.

1

## Text-to-Unlock

Riders who don't have access to a smartphone can text Bird directly to begin a ride

2

## Alternative payment options

Bird accepts a range of payment options, prepaid debit cards and cash-to-load payments

3

## Equity zone pricing

Bird automatically applies discounts to rides that begin and end in designated equity zones

4

## Community pricing

Bird offers discounts up to 50% for qualified low-income, veteran, and senior citizen riders



**We offer mobile app and customer support in:** Arabic, Catalan, Chinese, Czech, Danish, Dutch, English, Finnish, French, German, Hebrew, Hungarian, Italian, Japanese, Laotian, Polish, Portuguese, Romanian, Russian, Somali, Spanish, Swedish, Turkish, Ukrainian, Vietnamese

# Significant economic benefits of micromobility



## Supporting Local Businesses

Over 50% of riders report using a Bird to visit a local business, and the majority of those (70%+) said riding a Bird made them more likely to visit that business.<sup>1</sup>



## Job Creation

To manage local operations, Bird partners with full time Fleet Managers, responsible for on-the-ground fleet logistics, care, and community education.



## Expanding Job Access

By doubling or tripling how far people can travel to access public transit, Bird expands job access without lengthening commutes or adding cars to the road.



## Reduction in GHG Emissions

Each Bird 2 prevents an estimated 103kg of greenhouse gas emissions during its lifetime.<sup>2</sup>

# Fleet Manager Model

Developed in partnership with cities, our fleet management approach prioritizes compliance and fleet regulation.

## How it works

- We partner with cities directly and are the day-to-day contact
- We thoroughly vet local fleet operators to support logistics on-the-ground
- FMs are given small fleet and then scale up based on compliance metrics and other KPIs
- **Zero debt**, do not need to buy vehicles, no cost to leave the program
- We tightly regulate our fleet operations, and develop features, such as "Ride Ready," to ensure compliance with local regulations



**80% retention rates**  
(v 30-40% for other contractor or hourly models) Many also employ support staff



**Operational experts, experience in vehicle management and logistics**



**Create local businesses opportunities within the community**

# \$1,500+

Average weekly payout<sup>1</sup>

# 900+

Local business partnerships

# 80%

Retention rate at month 6

## Prioritizing Local Economic Impact

Our Fleet Manager operating model drives local economic impact by creating local business partnerships and increasing spending at businesses for each vehicle on the street.

### Our Commitment

- Re-invest in local communities
- Support businesses as they recover
- Provide flexible, self-directed opportunities

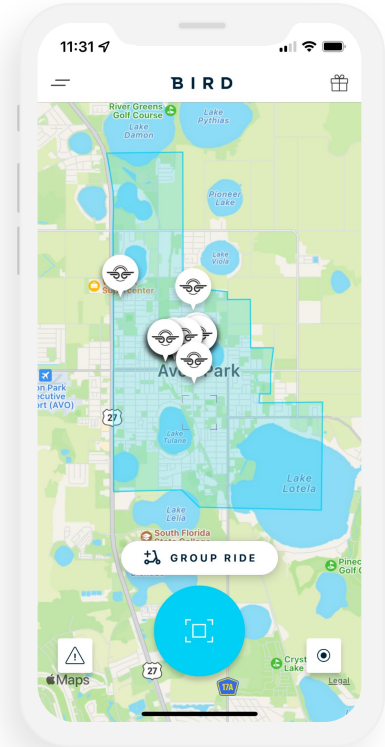
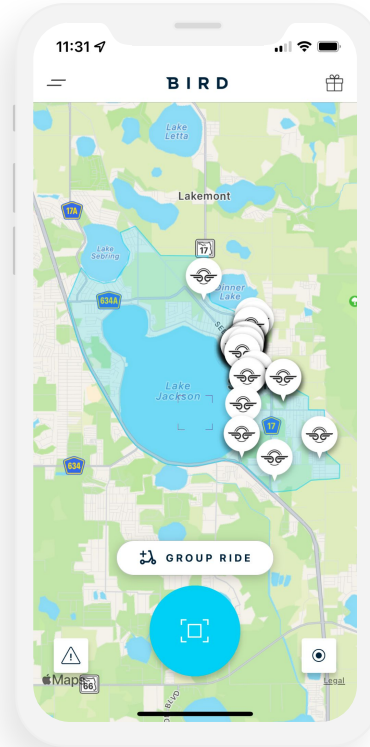


# Operating Zone

Scooters will only be active within the city's boundary (highlighted in blue)

Operating Zone can be tailored based on city design

Vehicles will become inoperable should they leave the zone





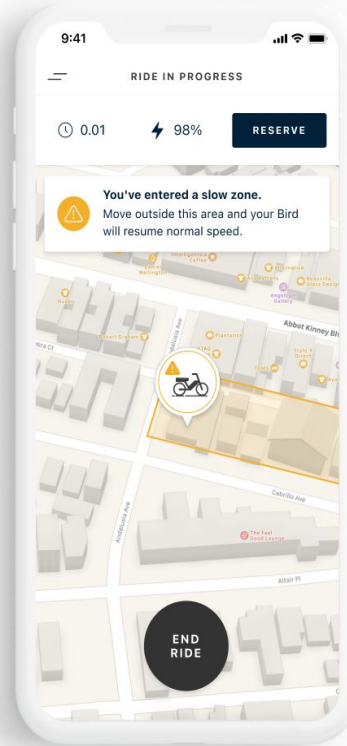
# Geo-Zone Technology

All vehicles are tracked with GPS.

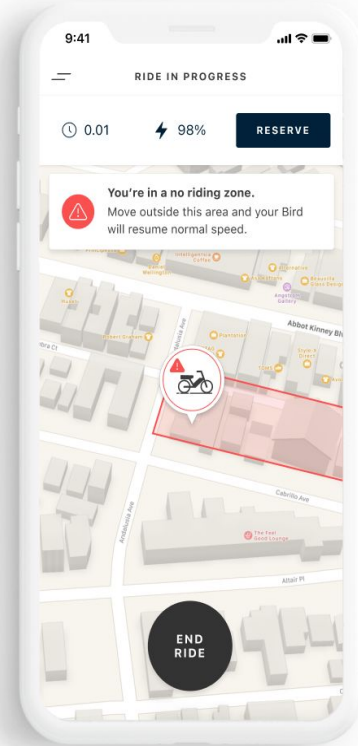
When riders enter a designated geo-zone, vehicles follow set rules.

Vehicles will slow down or stop, and riders are notified by a vehicle sound and an in-app notification.

## Slow Zone



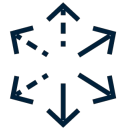
## No-Ride Zone



# Speed Control: How it works

## VLS | Vehicle Location System

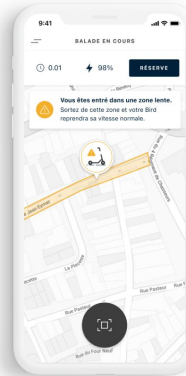
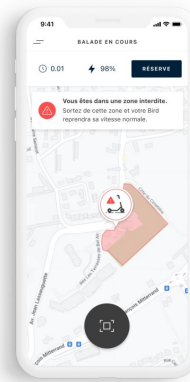
All vehicles are pre-loaded with map data so when a Bird enters a predetermined geospeed zone, the Vehicle Location System (VLS) triggers and the vehicle automatically slows



BirdOS, Bird's proprietary operating system is dynamically preloaded with the local GPS feed as the vehicle travels so there are **no data delays** from having to download geolocation data from the cloud.



Map data is **cross-checked against current vehicle location** to pinpoint the precise speed limit, no ride zone or other designation (e.g. permitted parking zone) assigned to that location.



# Focus on Reducing Clutter

Bird's future relies on properly integrating dockless micromobility into our communities



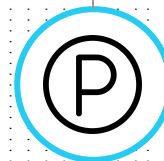
Educate Riders



Nudge Desired Behaviors



Local Presence



Make Space



Leverage Data

# Data Dashboard

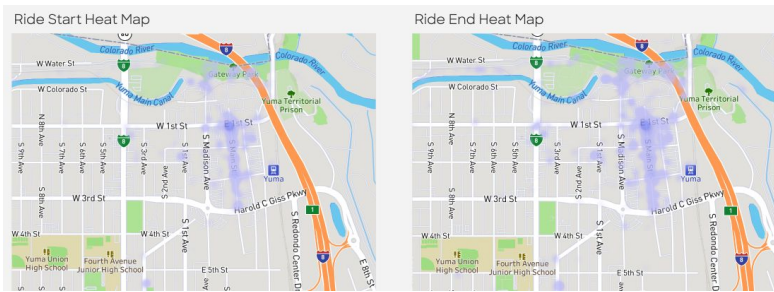
You get access too:

- **Report Summary:**

- Anonymized Rider behaviors such as frequency and length of rides
- Number and length of rides segmented in various dimensions
- Available Birds and number of rides/Bird

- **Map view:** The map will provide a view of the current location of vehicles and nests, with the ability to restrict the view by specific areas

- **Usage heatmaps:** Ride start & end, segmented by various dimensions



# Proposal

- ✓ **No Investment Required**
- ✓ **Dedicated Account Manager**
- ✓ **Data Dashboard provided**
- ✓ **# of Vehicles:** 75 scooters & 50 ebikes (means 2/3 of fleet on street during peak ridership, others charging at FM location)
- ✓ **Specific operation zone**
- ✓ **Launch Date:** Early 2023
- ✓ **Approval Documentation:** Operating Agreement or MOU



# Let's Ride

Jeremy Lynch  
Sr Account Executive  
[jlynch@Bird.co](mailto:jlynch@Bird.co)



## **PILOT OPERATING AGREEMENT**

This Pilot Operating Agreement (the “Agreement”) is entered into by and between Bird Rides, Inc., located at 406 Broadway #369 Santa Monica, CA 90401 (“Company”), and CITY located at \_\_\_\_\_ (“City”) as of [ ] \_\_, 2022.

### **1. Statement and Purpose**

The purpose of this Agreement is to establish interim rules and regulations governing the pilot operation of an Electric Bike and Stand-up Electric Scooter sharing system within the City while this Agreement is in effect (the “Pilot”), and to ensure that the Pilot is consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public rights-of-way.

### **2. Scope**

This Agreement and its terms apply to any proposed deployment of Electric Bike and/or Stand-up Electric Scooter sharing systems within City’s jurisdictional boundaries. This Agreement and the Pilot shall remain in effect for a period of twelve months and shall automatically renew for successive twelve month periods unless either party provides written notice to the other of its intention not to renew at least ninety (90) days prior to the end of the then-current term.

### **3. Operating Regulations**

- a. Company, and/or its service providers, agents or assigns, shall be responsible for operating an Electric Bike and Stand-up Electric Scooter sharing system in the City with the below requirements.
- b. “Electric Bike” shall mean a two- or three-wheeled vehicle with fully operable pedals and an electric motor of less than 750 watts (1 h.p.), whose maximum speed on a paved level surface, when powered solely by such a motor when ridden by an operator is less than 20 mph.
- c. Stand-up Electric Scooter shall mean a device weighing less than 150 pounds, that (i) has handlebars and an electric motor, (ii) is solely powered by the electric motor and/or human power and (iii) has a maximum speed of no more than 20 mph on a paved level surface when powered solely by the electric motor.
- d. Except as otherwise provided herein, City shall regulate the operation of Electric Bikes and Stand-up Electric Scooters in a manner no more restrictive than City’s regulation of bicycles.
- e. Electric Bikes and Stand-up Electric Scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Electric Bikes and Stand-up Electric Scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Electric Bikes and Stand-up Electric Scooters shall be 18 or older. Users of Electric Bikes and Stand-up Electric Scooters who violate these provisions may be fined by City consistent with fines for cyclists.

- f. Company shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up Electric Scooter for members of the public to make relocation requests or to report other issues with devices.
- g. Hours of operation when Company's Electric Bikes and Stand-up Electric Scooters will be made available to rent in City are 5 a.m. to midnight (local time).

#### **4. Parking**

- a. Users of Electric Bikes and Stand-up Electric Scooters shall park devices upright in the furniture zone of the sidewalk, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street next to an unmarked curb.
- b. Users shall not park Electric Bikes or Stand-up Electric Scooters in such a manner as to block the pedestrian clear zone area of the sidewalk; any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box.
- c. Users shall not park Electric Bikes or Stand-up Electric Scooters in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.
- d. Users shall not park Electric Bikes or Stand-up Electric Scooters in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- e. Users may park Electric Bikes and Stand-up Electric Scooters on blocks without sidewalks only if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
- f. Users shall not park Electric Bikes or Stand-up Electric Scooters in the landscape/furniture zone directly adjacent to or within the following areas, such that access is impeded:
  - i. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
  - ii. Loading zones;
  - iii. Disabled parking zone;
  - iv. Street furniture that requires pedestrian access (e.g., benches, parking pay stations, bus shelters, transit information signs, etc.);
  - v. Curb ramps;
  - vi. Entryways; and
  - vii. Driveways.
- g. Users of Electric Bikes or Stand-up Electric Scooters who violate these provisions may be fined by City consistent with fines for cyclists.
- h. Company may stage its Electric Bikes and Stand-up Electric Scooters in permitted parking areas as described in this section. To the extent Company desires to stage Electric Bikes and/or Stand-up Electric Scooters in areas other than the public right-of-way, Company must first obtain the right to do so from the appropriate City department, property owner, or public agency.

## 5. Operations

- a. Company shall maintain 24-hour customer service for customers to report safety concerns, complaints, or to ask questions. Company shall maintain a multilingual website, call center, and/or mobile app customer interface that is available twenty-four hours a day, seven days a week. The aforementioned shall be compliant with the Americans with Disabilities Act.
- b. In the event a safety or maintenance issue is reported for a specific device, that Electric Bike or Stand-up electric scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
- c. Company shall respond to reports of incorrectly parked Electric Bikes / Stand-up Electric Scooters, Electric Bikes / Stand-up Electric Scooters continuously parked in one location for more than 36 hours, or unsafe/inoperable Electric Bikes / Stand-up Electric Scooters, by relocating, re-parking, or removing the Electric Bikes / Stand-up Electric Scooters, as appropriate, within 24 hours of receiving notice that must include the location of the Electric Bike / Stand-up Electric Scooter.
- d. Company shall provide notice to all users that:
  - i. Electric Bikes / Stand-up Electric Scooters are to be ridden on streets, and where available, in bike lanes and bike paths;
  - ii. Electric Bikes / Stand-up Electric Scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;
  - iii. Helmets are encouraged for all users;
  - iv. Parking must be done in the designated areas; and
  - v. Riding responsibly is encouraged.
- e. Electric Bike / Stand-up Electric Scooter riders are required to take a photo whenever they park their scooter at the end of a ride.
- f. Company shall provide education to Electric Bike / Stand-up Electric Scooter riders on the City's existing rules and regulations, safe and courteous riding, and proper parking.

## 6. Revenue Sharing

While this program is in effect, Bird Rides, Inc. shall pay the City a revenue-share of \$0.20 per ride to help fund protected bike lanes or other transportation projects within the operating areas. Bird Rides, Inc. shall pay the revenue-share to the City on a quarterly basis, in arrears within 30 days from the end of the preceding month.

## 7. Data Sharing

City may require Company to provide anonymized fleet and ride activity data for all trips starting or ending within the jurisdiction of City on any vehicle of Company or of any person or company controlled by, controlling, or under common control with Company, provided that, to ensure individual privacy:

- a. such data is provided via an application programming interface, subject to Company's license agreement for such interface, in compliance with a national data format specification such as the Mobility Data Specification;
- b. any such data provided shall be treated as trade secret and proprietary business information, shall not be shared to third parties without Company's consent, and shall not be treated as owned by the local authority; and
- c. such data shall be considered personally identifiable information, and shall under no circumstances be disclosed pursuant to public records requests received by the local authority without prior aggregation or obfuscation to protect individual privacy.

## **8. Indemnification**

Company agrees to indemnify, defend and hold harmless City (and City's employees, agents and affiliates) from and against all actions, damages or claims brought against City arising out of Company's negligence or willful misconduct, except that Company's indemnification obligation shall not extend to claims of City's (or City's employees', agents' or affiliates') negligence or willful misconduct. City expressly acknowledges that in no event shall Company be liable for any special, indirect, consequential or punitive damages. Company's indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Company shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's negligent construction or maintenance of public infrastructure. City's right to indemnification shall be contingent on City notifying Company promptly following receipt or notice of any claim; Company shall have sole control of any defense; City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Company.

## **9. Insurance**

Company shall provide City with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; (c) Umbrella or Excess Liability coverage with a limit of no less than \$5,000,000.00 each occurrence/aggregate; and (d) where Company employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

## **10. Miscellaneous**

- a. All notices and communications to the City from Company shall be made in writing (includes electronic communications) and sent to the address below.

b. In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

c. This agreement shall be governed by and construed in accordance with the laws of the State of [State].

**City, State**

**Bird Rides, Inc.**

Signed By:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_


Title: \_\_\_\_\_

Address:

**STAFF REPORT**

**DATE:** March 13,2023  
**TO:** Edward A. Sundquist, Mayor  
**FROM:** Christopher Hackett, Fleet Manager  
**SUBJECT:** Resolutions to approve the purchase of a replacement Ball Field Groomer

**ACTION:**  Resolution       Ordinance/Local Law       Informational/Report

Approved and Forwarded to City Council  
  
Edward A. Sundquist, Mayor

**ISSUE STATEMENT:** Approval is needed for the purchase of a new Ball Field Groomer for the Parks Department

**BACKGROUND:** One of the Parks Department ball field groomers is a 2004 John Deere 1200A due to the age of the machine parts are limited and hard to find to keep the machine maintained and functional

**FISCAL IMPACT:** The cost of the new replacement Ball Field Groomer is \$29,618.80 to be paid from the A.7110.0200 account

**RECOMMENDATION:** Approval to purchase a new 2023 Smithco Sand-Star IV Ball Field Groomer to replace unit number 250, from MTE Equipment Solutions, INC., 33Thruway Park Drive., West Henrietta, NY 14586 via NYS GML 103 "Piggyback" Contract

**ATTACHMENT(S):**      1. Resolution  
   2. Quote

BY

RESOLVED that the Mayor and Jeffrey Lehman, P.E., Director of Public Works and Acting Director of Parks, Recreation & Conservation are authorized and directed to purchase for the Parks Department, from MTE Equipment Solutions, Inc. 33 Thruway Park Drive, West Henrietta, NY 14586 via NYS GML 103 "Piggyback" Contract, one (1) 2023 Smithco Sand-Star IV Ball Field Groomer to replace unit number 250, for a total amount not to exceed Twenty-Nine Thousand Six Hundred Eighteen Dollars and Eighty Cents (\$29,618.80) subject to approval of the Corporation Counsel as to form.



33 Thruway Park Drive  
 West Henrietta, NY 14586  
 Phone: (585) 334-0100  
 Fax: (585) 334-6332  
 mteequipmentsolutions.com

**QUOTE - DO NOT PAY**

Quote: 01-59831  
 Date: 2/28/2023

PO:  
 CustId: JAMESTOWN DPW

Cust Email: hackett@jamestownny.gov  
 Phone: (716) 483-7584 x0000  
 Salesperson: sbraunscheidel  
 User: sbraunscheidel

Bill To:

City of Jamestown DPW 390405  
 Mr Chris Hackett  
 hackett@jamestownny.gov  
 155 Steele Street  
 Jamestown, NY 14701

Ship To:

City of Jamestown DPW  
 Dept of Public Works  
 155 Steele Street  
 Jamestown, NY 14701 US  
 (716) 483-7545 x0000

New York State GML103 "Piggyback"  
 Master Contract Massachusetts FAC116

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
SMI.45-204	PA	WG - SAND-STAR IV Discount applied: 20.00%	1.0000		\$29,480.00	\$5,896.00	\$23,584.00
SMI.45-011-A	PA	WG - Infield Scarifier (w/ gauge wheels, chisel b Discount applied: 20.00%	1.0000		\$2,638.00	\$527.60	\$2,110.40
SMI.45-175-A	PA	WG - Adjustable Disc Edger Discount applied: 20.00%	1.0000		\$2,479.00	\$495.80	\$1,983.20
SMI.45-012-A	PA	WG - Construction Leveling Blade w/push arms Discount applied: 20.00%	1.0000		\$603.00	\$120.60	\$482.40
SMI.13-758Q	PA	WG - Pro Rake Discount applied: 20.00%	1.0000		\$1,686.00	\$337.20	\$1,348.80
MISC SALE	MC	MISC SALE	1.0000		\$110.00		\$110.00
Remark	RE	BATTERY					
Remark	RE	-----					
FREIGHT T	MC	FREIGHT - NY,VT,CT,RI NJ PA	1.0000		\$750.00	\$750.00	\$0.00
SETUP NY CT RI	MC	SETUP FEE NY CT RI	6.0000		\$150.00	\$900.00	\$0.00
<b>Total:</b>							<b>\$29,618.80</b>

Totals		<b>Sub Total:</b>	<b>\$29,618.80</b>
		<b>Total Tax:</b>	<b>\$0.00</b>
		<b>Invoice Total:</b>	<b>\$29,618.80</b>

Signature: \_\_\_\_\_

PLEASE SIGN AND RETURN TO EXECUTE THIS CONTRACT. ALL PRICES QUOTED ARE REFLECTIVE OF A 3% CASH DISCOUNT. THERE WILL BE A 3% NON-CASH ADJUSTMENT ADDED FOR ANY NON-CASH PURCHASES. PAYMENT MUST BE MADE AT OR PRIOR TO DELIVERY. FOR ADDITIONAL TERMS AND CONDITIONS, PLEASE VISIT MTE.US.COM. FAX: 585-334-6332 OR EMAIL: BHOLMAN@MTE.US.COM. THIS DOCUMENT CONSTITUTES A LEGAL BINDING AGREEMENT.

**STAFF REPORT**

Approved and Forwarded to City Council



Edward A. Sundquist, Mayor

**DATE:** January 15, 2023**TO:** Edward A. Sundquist, Mayor**FROM:** Jeffrey Lehman P.E., Director**SUBJECT:** Change Order #1 Ahlstrom Schaeffer Electric - New Vehicle Maintenance Facility**ACTION:**  Resolution  Ordinance/Local Law  Informational/Report

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**ISSUE STATEMENT:** Multiple changes have been made to the previously awarded contract.

**BACKGROUND:** The City contracted with Ahlstrom Schaeffer Electric for construction of electrical work in the Fleet Maintenance Facility building on Washington Street. After the contract was awarded, a change was proposed to the plan to remove the electric heating system and replace with a natural gas system. Other items in the contract were modified after value engineering the project,

The change order would include modifications to the electrical distribution system, modifications to the electrical vehicle chargers provided, modifications to the electrical generator panel/switch provided, and modifications to the electrical lighting package provided.

**FISCAL IMPACT:** \$47,750 will be deducted from the contract.

**RECOMMENDATION:** Approval

**ATTACHMENT(S):**

1. Resolution
2. Change Order

BY

RESOLVED, That the Mayor is authorized to execute Change Order #1 with Ahlstrom Schaeffer Electric, 47 Hopkins Ave., Jamestown, NY 14701 for **Electric Work - New Vehicle Maintenance Facility** based on the Change Order in the following amounts:

Deductions:

Modifications to the electrical distribution system (\$12,600)  
Modifications to the electrical vehicle chargers provided (\$25,375)  
Modifications to the electrical generator panel/switch provided (\$7,400)  
Modifications to the electrical lighting package provided (\$2,375)

for a total decrease amount of Forty-Seven Thousand Seven Hundred Fifty Dollars (\$47,750.00) subject to the approval of Corporation Counsel as to form.

# AIA® Document G701™ – 2017

## Change Order

**PROJECT:** (Name and address)  
 City of Jamestown  
 New Vehicle Maintenance Facility  
 Addition and Alterations  
 CPL Project # 15840.01

**CONTRACT INFORMATION:**  
 Contract For: Electrical Construction  
 Date:

**CHANGE ORDER INFORMATION:**  
 Change Order Number: EC-1  
 Date: 30 January 2023

**OWNER:** (Name and address)  
 City of Jamestown  
 Department of Public Works  
 145 Steele Street  
 Jamestown, NY 14701

**ARCHITECT:** (Name and address)  
 CPL  
 1279 North Main St.  
 Jamestown, NY 14701

**CONTRACTOR:** (Name and address)  
 Ahlstrom Schaeffer  
 47 Hopkins Ave.  
 Jamestown, NY 14701

**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

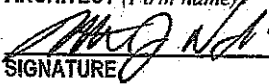
1. Provide credits per the attached revised drawings and proposal for the following items:
  - \* Revise service entrance gear, distribution and branch wiring. Deduct \$12,600
  - \* Remove (2) exterior EV charging stations, (1) exterior future EV charging station and provide alternate EV charging station manufacturer. Deduct \$25,375
  - \* Revise generator connections and panels to simplify connections for portable generator. Deduct \$7,400
  - \* Provide alternate lighting fixture package. Deduct \$2,375

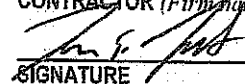
The original Contract Sum was	\$	744,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	744,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	47,750.00
The new Contract Sum including this Change Order will be	\$	696,250.00

The Contract Time will be unchanged by Zero (0) days.  
 The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

CPL  
 ARCHITECT (Firm name)  
  
 SIGNATURE  
 Robert Nordin, AIA  
 PRINTED NAME AND TITLE  
 1.30.2023  
 DATE

Ahlstrom Schaeffer Electric  
 CONTRACTOR (Firm name)  
  
 SIGNATURE  
 Tom LABART V.P.  
 PRINTED NAME AND TITLE  
 01/30/23  
 DATE

OWNER (Firm name)  
 SIGNATURE  
 PRINTED NAME AND TITLE  
 DATE

**24 HR.  
SERVICE**



New Vehicle Maintenance Facility  
1425-1505 Washington Street  
Jamestown, NY 14701  
ATTN: Robert Nordine – Clark Patterson Lee

January 20, 2023

**Electrical Value Engineering**

**VE-1 – Distribution & Branch Wiring**

- Revise gear package from original bid design, to meet the latest provided requirements. Replace all copper feeder conductors with aluminum conductors for feed sizes 100Amp and larger. Revise conduit sizes and equipment lug/termination sizes, as required for aluminum conductors.
- Revise branch wiring as necessary to meet new mech. unit electrical requirements and updated panel schedules.

VE-1: **-\$12,600.00**

**VE-2 – EV Chargers**

- Remove from scope of work: (2) exterior electric vehicle chargers in their entirety, including all circuitry/piping.
- Remove from scope of work: (1) exterior future electric vehicle charger provision.
- Revise (1) interior electric vehicle charger, at new proposed location (single/small bay). Charger shall be an alternate/cost savings specification, per owners' request.

VE-2: **-\$25,375.00**

**VE-3 – Generator**

- Remove from scope of work: Generator cam-lock/docking station & Gen. HVDP panel.
- Revise manual transfer switch from original design, to a basic 3-position - 100Amp manual transfer switch.
- Furnish & install (1) exterior, 100Amp generator inlet plug at owners requested location.
- Furnish (1) 25' generator connection cord, for use with new inlet plug and owners existing mobile generator unit.

VE-3: **-\$7,400.00**

**VE-4 – Lighting Package**

- Provide an alternate light fixture package option, which deviates from the specified fixtures but provides a lower-cost option to achieve the same basic objectives.
- Fixture counts/locations remain the same, lumen levels remain adequate and the same style of fixture is offered.
- In front/hard ceiling areas only: Revise occupancy controls to wall occ. switches and delete dimming.

VE-4: **-\$2,375.00**

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Labart".

Tom Labart  
Vice President  
Ahlstrom Schaeffer Electric Corp.

"Quality never costs as much as it saves"

**STAFF REPORT**

**DATE:** March 14, 2023

**TO:** Edward A. Sundquist, Mayor

**FROM:** Jeffery Lehman, P.E., Public Works Director

**SUBJECT:** Resolution to Approve a Contract with R. Patti Concrete & Excavating, LLC for Concrete Work: Genesee Street Partial Reconstruction 2023, CDBG

**ACTION:**  Resolution       Ordinance/Local Law       Informational/Report

Approved and Forwarded to City Council



Edward A. Sundquist, Mayor

- 
- ISSUE STATEMENT:** On projects with a large quantity of concrete work the City will put out a contract for competitive bid for the concrete work. R. Patti Concrete & Excavating, LLC was the low bidder.
- BACKGROUND:** The Genesee St. partial reconstruction project, replacement of portions of brick pavement, curbs, driveway aprons, and badly damaged sidewalks.
- FISCAL IMPACT:** The total bid from the project is \$130,100.00. This project is being funded with CDBG funding.
- RECOMMENDATION:** Staff requests that the City Council authorize this contract and award the project to R. Patti Concrete & Excavating, LLC
- ATTACHMENT(S):**
1. Resolution
  2. Bid Tab

BY

**RESOLVED**, That the Mayor is authorized to execute an agreement with **R. Patti Concrete & Excavating, LLC, PO Box 3081 Jamestown New York 14701 for Concrete Work: Genesee Street Partial Reconstruction 2023:**

2500 SF 4" Flatwork @ \$13.50 SF  
3500 SF 6" Flatwork @ \$14.00 SF  
500 LF Curb/Gutter In-Kind at \$75.00 LF  
150 SY Brick Replacement at \$170.00 SY  
15 SY Brick Relay at \$135.00 SY  
10 EA 4" Drain Pipe @ \$0.00  
5 CY Additional Excavation @ \$0.00

for a total bid amount of One Hundred Thirty Thousand One Hundred Dollars (\$130,100.00), subject to the approval of the Corporation Counsel as to form. The project will be funded through Community Block Grant (CDBG) funds.

Concrete Work: Street Reconstruction 2023

Project Name Genesee Street



Bid Opening: March 1, 2023

Date and Time \_\_\_\_\_

Opened by: Mark Roetzer  
 Witnessed by: Hicky Sorenson

BID TABULATION

	Approx. Quantity	Unit	Description	Bidders					
				<u>R-Patti Conc.</u>					
				Unit Price	Total Bid Amount	Unit Price	Total Bid Amount	Unit Price	Total Bid Amount
1	2500	SF	FLATWORK: 4"	\$ 13.50	\$ 33,750.00	\$	\$	\$	\$
2	3500	SF	FLATWORK: 6"	\$ 14.00	\$ 49,000.00	\$	\$	\$	\$
3	500	LF	CURB/GUTTER: IN-KIND	\$ 75.00	\$ 37,500.00	\$	\$	\$	\$
4	150	SY	BRICK PEPLACEMENT	\$ 70.00	\$ 8,500.00	\$	\$	\$	\$
5	15	SY	BRICK RELAY	\$ 135.00	\$ 1,350.00	\$	\$	\$	\$
6	10	EA	DRAIN PIPE: 4"	\$ 0	\$ 0	\$	\$	\$	\$
7	5	CY	ADDITIONAL EXCAVATION	\$ 0	\$ 0	\$	\$	\$	\$
				\$	\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$	\$
<b>TOTAL BID</b>					<u>130,100.00</u>				
<i>Non-Collusive Bidding Certificate</i>				<input checked="" type="radio"/> Yes or No		Yes or No		Yes or No	
<i>Bid Security</i>				<input checked="" type="radio"/> Yes or No		Yes or No		Yes or No	

**STAFF REPORT**

Approved and Forwarded to City Council



Edward A. Sundquist, Mayor

**DATE:** March 14, 2023**TO:** Edward A. Sundquist, Mayor**FROM:** Jeffery Lehman, P.E., Public Works Director**SUBJECT:** Resolution to Approve a Contract with Millennium Construction, Inc. for Concrete Work: Johnson Street Partial Reconstruction 2023, CDBG**ACTION:**  Resolution  Ordinance/Local Law  Informational/Report**ISSUE STATEMENT:**

On projects with a large quantity of concrete work the City will put out a contract for competitive bid for the concrete work. Millennium Construction, Inc. was the low bidder.

**BACKGROUND:**

The Johnson St. partial reconstruction project, replacement of portions of brick pavement, curbs, driveway aprons, and badly damaged sidewalks.

**FISCAL IMPACT:**

The total bid from the project is \$178,760.00. This project is being funded with CDBG funding.

**RECOMMENDATION:**

Staff requests that the City Council authorize this contract and award the project to Millennium Construction, Inc.

**ATTACHMENT(S):**

1. Resolution
2. Bid Tab

BY

RESOLVED, That the Mayor is authorized to execute an agreement with **Millennium Construction, Inc. 248 N. Brier Rd., Amherst, NY 14228** for **Concrete Work: Johnson Street Partial Reconstruction 2023:**

3000 SF 4" Flatwork @ \$13.00 SF  
2500 SF 6" Flatwork @ \$13.50 SF  
800 LF Curb/Gutter In-Kind at \$75.00 LF  
300 SY Brick Replacement at \$140.00 SY  
30 SY Brick Relay at \$100.00 SY  
5 EA 4" Drain Pipe @ \$200.00 EA  
10 CY Additional Excavation @ \$1.00 CY

for a total bid amount of One Hundred Seventy-Eight Thousand Seven Hundred Sixty Dollars (\$178,760.00), subject to the approval of the Corporation Counsel as to form. The project will be funded through Community Block Grant (CDBG) funds.

Concrete Work: Street Reconstruction 2023

Johnson Street

Project Name

March 8, 2023

Bid Opening:

Date and Time



1062

Opened by: Mark Roetzer  
 Witnessed by: Rickey Sorenson


BID TABULATION

	Approx. Quantity	Unit	Description	<u>Millennium</u>		<u>R-Patti</u> Bidders		<u>Signature</u>	
				Unit Price	Total Bid Amount	Unit Price	Total Bid Amount	Unit Price	Total Bid Amount
1	3000	SF	FLATWORK: 4"	\$ 13.00	\$ 39,000.00	\$ 13.50	\$ 40,500.00	\$ 15.25	\$ 45,750.00
2	2500	SF	FLATWORK: 6"	\$ 13.50	\$ 33,750.00	\$ 14.00	\$ 35,000.00	\$ 15.50	\$ 38,750.00
3	800	LF	CURB/GUTTER: IN-KIND	\$ 75.00	\$ 60,000.00	\$ 75.00	\$ 60,000.00	\$ 75.00	\$ 60,000.00
4	300	SY	BRICK PEPLACEMENT	\$ 140.00	\$ 42,000.00	\$ 170.00	\$ 51,000.00	\$ 170.00	\$ 51,000.00
5	30	SY	BRICK RELAY	\$ 100.00	\$ 3,000.00	\$ 130.00	\$ 3,900.00	\$ 130.00	\$ 3,900.00
6	5	EA	DRAIN PIPE: 4"	\$ 200.00	\$ 1,000.00	\$ 0	\$ 0	\$ 0	\$ 0
7	10	CY	ADDITIONAL EXCAVATION	\$ 1.00	\$ 10.00	\$ 0	\$ 0	\$ 0	\$ 0
				\$	\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$	\$
				\$	\$	\$	\$	\$	\$
<b>TOTAL BID</b>					178,760.00		190,550.00		199,400.00
Non-Collusive Bidding Certificate				<input checked="" type="radio"/> Yes or No		<input checked="" type="radio"/> Yes or No		<input checked="" type="radio"/> Yes or No	
Bid Security				<input checked="" type="radio"/> Yes or No		<input checked="" type="radio"/> Yes or No		<input checked="" type="radio"/> Yes or No	

**STAFF REPORT**

**DATE:** March 13,2023  
**TO:** Edward A. Sundquist, Mayor  
**FROM:** Christopher Hackett, Fleet Manager  
**SUBJECT:** Resolutions to approve the purchase of a replacement Parks Mower

**ACTION:**  Resolution       Ordinance/Local Law       Informational/Report

Approved and Forwarded to City Council  
  
Edward A. Sundquist, Mayor

**ISSUE STATEMENT:** Approval is needed for the purchase of a new 1570 Front Mower for the Jackson/Taylor Park

**BACKGROUND:** One of the Parks front mowers is a 2019 mower with over 800 hours on it. With the cost of the needed repairs to make the mower dependable for this coming year in comparison to the trade value they are willing to give us for the machine

**FISCAL IMPACT:** The cost of the new replacement mower is \$31,324.37, minus the Trade Allowance of \$11,000.00. Leaving a balance of \$20,324.37 to be paid from the A.7110.0200 account

**RECOMMENDATION:** Approval to purchase a new 2022 John Deere 1570 Commercial Front Mower to replace an existing mower number 244, from LandPro Equipment LLC.,1756 Lindquist Drive., Falconer, NY 14733 via NY State Landscaping Grounds Contract # PC69683 (PG XN CG 22)

**ATTACHMENT(S):**      1. Resolution  
   2. Quotes

BY

RESOLVED that the Mayor and Jeffrey Lehman, P.E., Director of Public Works and Acting Director of Parks, Recreation & Conservation, are authorized and directed to purchase for the Parks Department, from LandPro Equipment LLC, 1756 Lindquist Drive, Falconer, NY 14733 via NYS Landscaping Grounds Contract #PC69683 (PG XN CG 22) GML 103 one (1) 2022 John Deere 1570 Commercial Front Mower to replace a 2019 mower, for a total amount not to exceed Twenty Thousand Three Hundred Twenty-Four Dollars and Thirty-Seven Cents (\$20,324.37) subject to approval of the Corporation Counsel as to form.



**Customer:**

**Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.**

**A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.**

Vendor: Deere & Company

2000 John Deere Run  
Cary, NC 27513

Signature on all LOIs and POs with a signature line

Contract name or number; or JD Quote ID

Sold to street address (no PO box)

Ship to street address (no PO box)

Bill to contact name and phone number

Bill to address

Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

Membership number if required by the contract

**For any questions, please contact:**

**Lester Wilson**

LandPro Equipment LLC  
1756 Lindquist Drive  
Falconer, NY 14733

Tel: 716-665-3110

Fax: 716-665-4216

Email: [lwilson@landproequip.com](mailto:lwilson@landproequip.com)

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



**JOHN DEERE**



---

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

LandPro Equipment LLC  
1756 Lindquist Drive  
Falconer, NY 14733  
716-665-3110  
maifalconer@landproequip.com

---

Trade In	\$ (11,000.00)
SubTotal	<b>\$ 20,324.37</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 20,324.37
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 20,324.37</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**JOHN DEERE**



# Selling Equipment

Quote Id: 28337157      Customer Name: CITY OF JAMESTOWN

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

LandPro Equipment LLC  
1756 Lindquist Drive  
Falconer, NY 14733  
716-665-3110  
mailfalconer@landproequip.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
034NTC	72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	1	\$ 6,409.00	23.00	\$ 1,474.07	\$ 4,934.93	\$ 4,934.93
<b>Standard Options - Per Unit</b>							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 6,409.00</b>		<b>\$ 1,474.07</b>	<b>\$ 4,934.93</b>	<b>\$ 4,934.93</b>



33 Thruway Park Drive  
 West Henrietta, NY 14586  
 Phone: (585) 334-0100  
 Fax: (585) 334-6332  
 mteequipmentsolutions.com

**QUOTE - DO NOT PAY**

Quote: 01-59831  
 Date: 2/28/2023

PO:  
 Custld: JAMESTOWN DPW

Cust Email: hackett@jamestownny.gov  
 Phone: (716) 483-7584 x0000  
 Salesperson: sbraunscheidel  
 User: sbraunscheidel

Bill To:  
 City of Jamestown DPW 390405  
 Mr Chris Hackett  
 hackett@jamestownny.gov  
 155 Steele Street  
 Jamestown, NY 14701

Ship To:  
 City of Jamestown DPW  
 Dept of Public Works  
 155 Steele Street  
 Jamestown, NY 14701 US  
 (716) 483-7545 x0000

New York State GML103 "Piggyback"  
 Master Contract Massachusetts FAC116

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
SML45-204	PA	WG - SAND-STAR IV Discount applied: 20.00%	1.0000		\$29,480.00	\$5,896.00	\$23,584.00
SML45-011-A	PA	WG - Infield Scarifier (w/ gauge wheels, chisel b Discount applied: 20.00%	1.0000		\$2,638.00	\$527.60	\$2,110.40
SML45-175-A	PA	WG - Adjustable Disc Edger Discount applied: 20.00%	1.0000		\$2,479.00	\$495.80	\$1,983.20
SML45-012-A	PA	WG - Construction Leveling Blade w/push arms Discount applied: 20.00%	1.0000		\$603.00	\$120.60	\$482.40
SML13-758Q	PA	WG - Pro Rake Discount applied: 20.00%	1.0000		\$1,686.00	\$337.20	\$1,348.80
MISC SALE	MC	MISC SALE	1.0000		\$110.00		\$110.00
Remark	RE	BATTERY					
Remark	RE	-----					
FREIGHT T	MC	FREIGHT - NY,VT,CT,RI NJ PA	1.0000		\$750.00	\$750.00	\$0.00
SETUP NY CT RI	MC	SETUP FEE NY CT RI	6.0000		\$150.00	\$900.00	\$0.00
						<b>Total:</b>	<b>\$29,618.80</b>

Totals:		<b>Sub Total:</b>	<b>\$29,618.80</b>
		<b>Total Tax:</b>	<b>\$0.00</b>
		<b>Invoice Total:</b>	<b>\$29,618.80</b>

Signature: \_\_\_\_\_

PLEASE SIGN AND RETURN TO EXECUTE THIS CONTRACT. ALL PRICES QUOTED ARE REFLECTIVE OF A 3% CASH DISCOUNT. THERE WILL BE A 3% NON-CASH ADJUSTMENT ADDED FOR ANY NON-CASH PURCHASES. PAYMENT MUST BE MADE AT OR PRIOR TO DELIVERY. FOR ADDITIONAL TERMS AND CONDITIONS, PLEASE VISIT MTE.US.COM. FAX: 585-334-6332 OR EMAIL: BHOLMAN@MTE.US.COM. THIS DOCUMENT CONSTITUTES A LEGAL BINDING AGREEMENT.

BY

RESOLVED that the Mayor and Jeffrey Lehman, P.E., Director of Public Works and Acting Director of Parks, Recreation & Conservation, be and they hereby are authorized and directed to purchase for the Parks Department, from LandPro Equipment LLC, 1756 Lindquist Drive, Falconer, NY 14733 via NYS Landscaping Grounds Contract #PC69683 (PG XN CG 22) GML 103 one (1) 2022 John Deere 1570 Commercial Front Mower to replace a 2019 mower, for a total amount not to exceed Twenty Thousand Three Hundred Twenty-Four Dollars and Thirty-Seven Cents (\$20,324.37) subject to approval of the Corporation Counsel as to form.

**STAFF REPORT**

Approved and Forwarded to City Council

**APPROVED**

Edward A. Sundquist, Mayor

**DATE:** March 10, 2023

**TO:** Edward A. Sundquist, Mayor

**FROM:** Christopher Hackett, Fleet Manager

**SUBJECT:** Resolutions to approve the purchase of a replacement DPW Truck

**ACTION:**  Resolution       Ordinance/Local Law       Informational/Report

---

**ISSUE STATEMENT:** Approval is needed for the purchase of a new dump truck for the DPW Streets Department

**BACKGROUND:** One of the DPW's dump trucks is a 2003 truck in need of many costly repairs which exceeds the current value of the truck.

**FISCAL IMPACT:** The cost of the new replacement truck is \$67,207.64 to be paid from the H.9551.0400.0019 Account

**RECOMMENDATION:** Staff requests approval.

**ATTACHMENT(S):**

1. Resolution
2. Quotes
3. Bid Tab

BY

RESOLVED that the Mayor and Jeffrey Lehman, P.E., Director of Public Works and Acting Director of Parks, Recreation & Conservation, are authorized and directed to purchase for the Streets Division, from Joe Basil Chevrolet, Inc., 5111 Transit Rd., Depew, NY 14043 via NYS OGS Contract PC68942, one (1) 2023 Chevrolet Silverado 3500 HD Crew Cab Dump Body Truck, to replace truck number 15, for a total amount not to exceed Sixty-Seven Thousand Two Hundred Seven Dollars and Sixty-Four Cents (\$67,207.64) subject to approval of the Corporation Counsel as to form.

12526 (1) Chevrolet 3500 Crew Cab 4x4 DRW w/Stainless Steel Dump Body - City of Jamestown DPW

Joe Basil Chevrolet, Inc.

Chassis Pricing Sheet

#	Chassis/Body	Model Year	Make	Model	Model Code	NYS Base MSRP (Chassis) / NYS Base Price (Body)	NYS Discount (%)	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid
1	Chassis	2023	CHEVROLET	Silverado 3500HD CC Crew Cab 177 WB, 60 CA Work Truck	CK31043	\$53,356	6%	\$50,154.64	\$120	\$50,274.64	1	\$50,274.64
2	Body	2024	AIR FLO	STAINLESS DUMP BODY	9' 3.2 YARD "AIR FLO STAINLESS" DUMP BODY	\$16,933	0%	\$16,933	\$0	\$16,933	1	\$16,933
<b>Total</b>												<b>\$67,207.64</b>

Comment:

- Do not enter dollar signs (\$) or percentage signs (%) in the above fields.
- The Total Number of Vehicles entered must match the Number of Vehicles requested in the Mini-Bid.
- The NYS Base Price (Body) is the NYS Price For Vehicle for the Body, excluding the Aftermarket Components Price, and does not require a discount.
- If your vehicle does not have a model year, model, or model code enter "N/A".



**STAFF REPORT**

Approved and Forwarded to City Council



Edward A. Sundquist, Mayor

**DATE:** March 14, 2023  
**TO:** Edward A. Sundquist, Mayor  
**FROM:** Mark Schlemmer, Sr. Civil Engineer  
**SUBJECT:** Paving Fairmount Ave intersections

**ACTION:**  Resolution  Ordinance/Local Law  Informational/Report

**ISSUE STATEMENT:**

Contract with NYS Dept. of Transportation for the milling and paving of the Fairmount Ave. side-street intersections, from Steele St. to Shirley Ln. the work would be performed under DOT's existing Washington St. /Fairmount Ave project, contracted with CatCo Corp. from Alden, NY

**BACKGROUND:**

The current NYSDOT Washington St. / Fairmount Ave Improvement Project includes milling and paving the subject streets and a portion of their adjoining intersections. However, the project limits at the Fairmount Ave intersections do not extend far enough to reach a logical ending point, such as an old paving seam or a change from blacktop to brick pavement. DOT was offered to extend the limits to our requested locations under their typical "Betterment Contract". This allows DOT to perform the work while the City pays for the associated extra costs to the project.

**FISCAL IMPACT:**

The cost for CatCo to mill and pave additional areas at 11 different locations along Fairmount Ave is \$44,447.50 (see attached work sheet provided by DOT). The money will be charged against the DPW Streets Division general account.

**RECOMMENDATION:**

Authorize a contract with DOT allowing the proposed work be performed by DOT's contractor.

**ATTACHMENT(S):**

1. Resolution
2. Fairmount side street milling limits works sheet, prepared by NYSDOT

BY

RESOLVED, that the Mayor is authorized to enter into an Agreement with NYS Department of Transportation (NYSDOT) 50 Wolf Road, Albany, NY 12232 for the milling and paving of the Fairmount Avenue side-street intersections, from Steele Street to Shirley Lane for a total of \$44,447.50 (Forty-Four Thousand Four Hundred Forty-Seven Dollars and Fifty Cents. Work is being performed under the NYSDOT's existing Washington Street / Fairmount Avenue project, contracted between NYSDOT and CatCo Corp. from Alden, NY. Said agreement subject to approval of the Corporation Counsel as to form.

Fairmount side street milling limits

Street	NYS DOT Length	to the bricks	City Portion		
			Length	Width	Area (SY)
Shirley Ave	34	---			
Fullerton Ave	22	---			
Lovall St	26	71	45	27	135.0
Hammond St	25	120	95	27	285.0
Hallock St (N)	80	117	37	27	111.0
Hallock St (S)	83	---			
Meadow Ln	34	132	98	26	283.1
Stewart Ave	22	53	31	25	86.1
Utica St	23	68	45	26	130.0
Lakin Ave	32	67	35	26	101.1
Genesee St	36	110	74	26	213.8
Cook Ave	20	51	31	27	93.0
Geneva Ave	33	---			
Catlin Ave	22	71	49	27	147.0
Hall Ave (N)	74	---			
Hall Ave (S)	86	193			
Fairview Ave (N)	50	---			
Fairview Ave (S)	25	---			
Whitley Ave	20	44	24	24	64.0
Steele St	40	---			
	787	1097	564.0	288.0	1649.1

City Portion

				Qty	Bid Price	Total
<b>402.098204:</b>						
1649.1 * 1.5 * 112 / 2000 = 138.5 tons Say 140 tons				140	\$ 150.00	\$ 21,000.00
<b>407.0102:</b>						
1649.1 sy * 0.1 gal/sy = 164.9 gal Say 165 Gallons				165	\$ 4.50	\$ 742.50
<b>418.7603:</b>						
564*2 + 288 = 1416' Say 1420 LF				1420	\$ 0.25	\$ 355.00
<b>490.30:</b>						
1649.1 sy Say 1650 SY				1650	\$ 10.00	\$ 16,500.00
<b>633.14:</b>						
2% of 1650 sy = 33 sy Say 35 SY				35	\$ 1.50	\$ 52.50
					Total	\$ 38,650.00

15% added for Engineering and Contingencies

\$ 5,797.50

**Grand Total**

**\$ 44,447.50**

**CITY CLERK'S OFFICE  
CITY HALL**

BUFFALO September 21, 2010

To Whom It May Concern:

I hereby Certify, That at a Session of the Common Council of the City of Buffalo, held in the City Hall, on the 7th day of September, 2010 The following Resolution was Passed which the following is a true copy.

NO. 31

**CHERRY STREET AND BFNC SERVICE ROAD IMPROVEMENT PROJECT - PIN 5512.46  
ELLCOTT DISTRICT**

Permission is requested from Your Honorable Body to authorizing the Mayor to enter into all necessary betterment agreements with the New York State Department of Transportation (NYSDOT) for improvements to Cherry Street and BFNC Drive between Michigan Avenue and Jefferson Avenue.

This agreement, will allow NYSDOT to administer the construction phase of the project as betterment work to their ongoing landscape and retaining wall improvements on Route 33.

In addition, permission is requested for which City deposit with State Comptroller in a special escrow account the full amount of the estimate for the cost of betterment works for payments on the project costs. The State Comptroller will reimburse the City of any excesses amount of deposit after project closeout. City will be responsible for maintenance of the betterment work area upon project completion.

Mr. Fontana moved:

That the above communication from the Commissioner of Public Works, Parks and Streets dated September 1, 2010 be received and filed; and

That the Mayor be and he hereby is authorized to enter into all necessary betterment agreements with the New York State Department of Transportation for improvements to Cherry Street and BFNC Drive between Michigan and Jefferson Avenues. Permission is also granted for the City to deposit with the State Comptroller in a special escrow account the full amount of the estimate for the cost of betterment works for payments on the project costs.

PASSED

AYES - 9 NOES - 0

  
DEPUTY CITY CLERK

The above resolution was signed by the Mayor on Septmeber20, 2010 and returned to the City Clerk on September 20, 2010.

**STAFF REPORT**

Approved and Forwarded to City Council

**APPROVED**

Edward A. Sundquist, Mayor

**DATE:** March 10,2023

**TO:** Edward A. Sundquist, Mayor

**FROM:** Christopher Hackett, Fleet Manager

**SUBJECT:** Resolutions to approve the purchase of 2 replacement DPW Crew Trucks

**ACTION:**  Resolution  Ordinance/Local Law  Informational/Report

---

**ISSUE STATEMENT:** Approval is needed for the purchase of a 2 new crew trucks for the DPW Streets Department

**BACKGROUND:** Two of the DPW's crew trucks one truck being 10 years old the other truck being 12 years old are in need of replacement both trucks have significant rust not only to the truck bodies but also the service bodies and they have many electrical issues rendering them unreliable and in need of replacement. Only one (1) bid was received.

**FISCAL IMPACT:** The cost of the two new replacement truck's is \$122,114.20 to be paid from the H.9551.0400.0019 account

**RECOMMENDATION:** Staff recommends approval.

**ATTACHMENT(S):** 1. Resolution  
2. Quote

BY

RESOLVED that the Mayor and Jeffrey Lehman, P.E., Director of Public Works and Acting Director of Parks, Recreation & Conservation are authorized and directed to purchase for the Streets Division, from Joe Basil Chevrolet, Inc., 5111 Transit Rd., Depew, NY 14043 via NYS OGS Contract PC68942, two (2) 2024 Chevrolet Silverado 3500 HD Crew Cab 4x4 with Utility Body Work Truck, to replace DPW truck numbers 51 and 52, for a total amount not to exceed One Hundred Twenty-Two Thousand One Hundred Fourteen Dollars and Twenty Cents (\$122,114.20) subject to approval of the Corporation Counsel as to form.

12525 (2) Chevrolet 3500 Crew Cab 4x4 w/Knapheide Utility Body - City of Jamestown DPW

Joe Basil Chevrolet, Inc.

Chassis Pricing Sheet

#	Chassis/Body	Model Year	Make	Model	Model Code	NYS Base MSRP (Chassis) / NYS Base Price (Body)	NYS Discount (%)	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid
1	Chassis	2024	CHEVROLET	Silverado 3500HD Crew Cab 172" Work Truck	CK30943	\$53,878	5%	\$51,184.10	\$120	\$51,304.10	2	\$102,608.20
2	Body	2024	KNAPHEIDE	UTILITY BODY	696J & LPJ	\$9,753	0%	\$9,753	\$0	\$9,753	2	\$19,506
<b>Total</b>												<b>\$122,114.20</b>

Comment:

- Do not enter dollar signs (\$) or percentage signs (%) in the above fields.
- The Total Number of Vehicles entered must match the Number of Vehicles requested in the Mini-Bid.
- The NYS Base Price (Body) is the NYS Price For Vehicle for the Body, excluding the Aftermarket Components Price, and does not require a discount.
- If your vehicle does not have a model year, model, or model code enter "N/A".

**STAFF REPORT**

**DATE:** March 14, 2023  
**TO:** Edward A. Sundquist, Mayor  
**FROM:** Ellen Shadle, Principal Planner  
**SUBJECT:** National League of Cities, Cities Inclusive Entrepreneurship (CIE) grant

Approved and Forwarded to City Council

  
Edward A. Sundquist, Mayor

**ACTION:**  Resolution  Ordinance/Local Law  Informational/Report

---

**ISSUE STATEMENT:** City has been awarded a grant through National League of Cities.

**BACKGROUND:** The City of Jamestown received a \$15,000.00 Cities Inclusive Entrepreneurship (CIE) Grant from the National League of Cities. A commitment to the Kauffman FastTrac Entrepreneurship Curriculum platform of the National League of Cities CIE has resulted in financial support towards the buildout of the JTNY eLab.

The JTNY eLab, our Entrepreneurial Support Organization (ESO), is led by two seasoned guides and mentors in entrepreneurial development, one of whom is a woman, and the other of whom is a person of color. They are each currently in their respective processes to becoming MBWE certified. Subsequently, from a leadership perspective, the eLab brings an informed and educated perspective when considering gender and racial equity in their work. Their existing achievements with underserved entrepreneurs preceding their participation in CIE also provided us the proof of concept we needed to select them as our ESO.

The \$15,000 grant award will be allocated towards costs associated with the continued development of the JTNY eLab. Such costs include, but are not limited to, the design and build of a dedicated website; printing costs for informational, promotional materials, etc.; stipends for guest speakers, presenters along with travel, lodging, per diems for those who involve travel; the staff identifying and providing access to eLab participants to further continuing education platforms; and public events whether to increase the eLab's visibility whether through the celebration of milestones or the launch new initiatives.

The provision of these funds eases the economic burden to the City allowing us to choose "both, and" versus "either, or" in response to other opportunities for information gathering and skill building. We will follow the timeline as established by Kauffman FastTrac. With our advancement into entrepreneurship education, it is a great opportunity to circle back with the resource providers that participated in the compilation of information now available from our SourceFinder resource navigator. The addition of FastTrac into the City's portfolio of entrepreneurial resources aids the City in providing its own proof of concept to entrepreneurs that the City understands their needs and goals and is an ally both in sentiment and practice in realizing them.

**CITY OF JAMESTOWN  
LOCAL LAW 1 OF 2023**

**A LOCAL LAW AMENDING THE CITY CHARTER TO EFFECTUATE A  
CHANGE IN THE SALARY OF ELECTED OFFICIALS**

**BY COUNCILMEMBER:**

**ADOPTED**

**WHEREAS, a Salary Review Commission (the “Commission”) was duly constituted pursuant to the Charter of the City of Jamestown; and,**

**WHEREAS, the Commission, after careful deliberation and discussion, found it prudent to recommend an increase the salaries of various elected offices in line with similar-situated communities; and,**

**WHEREAS, the City Council of the City of Jamestown concurs with the recommendations of said Commission.**

**NOW, THEREFORE, BE IT ENACTED,** by the City Council of the City of Jamestown, New York as follows:

**Section 1.** §C-12(A) of the Charter of the City of Jamestown is repealed and amended to read as follows:

“The Mayor shall receive an annual salary of \$82,000, payable in installments at least semimonthly, effective January 1, 2024, and each year thereafter.”

**Section 2.** §C-12(B) of the Charter of the City of Jamestown is established and shall read as follows:

“Each member of the City Council shall receive an annual salary of \$7,000, except for the President of the City Council whom shall receive an annual salary of \$8,000. All salaries are payable in installments at least semimonthly, effective January 1, 2024, and each year thereafter.”

**Section 3.** If any clause, sentence, paragraph, section or part of this Local Law shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder therefor, but shall be confined to its operation in said clause, sentence, paragraph, section, or part of this Local Law.

**Section 4.** **Effective Date.** This Local Law shall become effective immediately in accordance with Municipal Home Rule Law.

**STAFF REPORT**

Approved and Forwarded to City Council



Edward A. Sundquist, Mayor

**DATE:** March 10, 2023**TO:** Jamestown City Council**FROM:** Edward A. Sundquist, Mayor**SUBJECT:** Ordinance Amending §32-1 of the City Code – Human Right Commission**ACTION:**  Resolution  Ordinance/Local Law  Informational/Report

**ISSUE STATEMENT:** The Human Rights Commission is recommending the reduction of the body's member total.

**BACKGROUND:** The Human Rights Commission members are requesting to reduce the membership total from the current 12 persons to 9. After much deliberation and conversation, they have determined that reducing the members will allow them to conduct business more effectively and efficiently.

The Chair of the commission, Rev. Uvie Stewart Jr., has made this request on behalf of the HRC.

**FISCAL IMPACT:** None.

**RECOMMENDATION:** Staff requests approval and adoption.

**ATTACHMENT(S):**

1. Proposed ordinance
2. Current ordinance

AMENDING CHAPTER 32 OF THE JAMESTOWN CITY CODE  
REGARDING THE COMMISSION ON HUMAN RIGHTS

By Councilmember \_\_\_\_\_

March 27, 2023

WHEREAS, the members of Commission on Human Rights have determined the number of members should be reduced to efficiently and effectively conduct business; and,

WHEREAS, such change requires the consent of the City Council of the City of Jamestown in accordance with General Municipal Law Article 12-D §239-0,

NOW BE IT ORDAINED by the City Council of the City of Jamestown as follows:

**Section 1.** Chapter 32-1(B) of the Code of the City of Jamestown is hereby amended and replaced as follows:

“The Commission shall consist of not more than nine (9) members to be appointed by the Mayor, subject to confirmation by the City Council. The Mayor shall designate one of such members to be Chairman, who shall serve as Chairman at the pleasure of the Mayor.”

**Section 2.** Chapter 32-1(C) of the Code of the City of Jamestown is hereby amended

“Of the members first appointed, four shall be appointed for terms of office of one year, three shall be appointed for terms of office of two years and two for terms of office of three years each. Thereafter, all appointments, except to fill vacancies, shall be for terms of office of three years each. Vacancies occurring otherwise than by expiration of terms of office shall be filled for the unexpired terms of the offices so filled.

**Section 3.** All ordinances and parts of ordinances hereto passed which are inconsistent with any provision of this ordinance are hereby repealed.

**Section 4. Effective Date.** This ordinance shall take effect immediately upon adoption and publication according to law.

## Chapter 32. Human Rights, Commission on

[HISTORY: Adopted by the City Council of the City of Jamestown 10-4-1965. Amendments noted where applicable.]

### **GENERAL REFERENCES**

Civil Service Commission — See Ch. 13.  
Defense and indemnification — See Ch. 15.  
Code of Ethics — See Ch. 21.  
Officers and employees — See Ch. 47.

### § 32-1. Establishment; membership; terms of office.

- A. A Commission on Human Rights is hereby established by the City in accordance with Article 12-D of the General Municipal Law.
- B. The Commission shall consist of not more than 12 members to be appointed by the Mayor, subject to confirmation by the City Council. The Mayor shall designate one of such members to be Chairman, who shall serve as Chairman at the pleasure of the Mayor.
- C. Of the members first appointed, four shall be appointed for terms of office of one year, four shall be appointed for terms of office of two years and four for terms of office of three years each. Thereafter, all appointments, except to fill vacancies, shall be for terms of office of three years each. Vacancies occurring otherwise than by expiration of terms of office shall be filled for the unexpired terms of the offices so filled.

### § 32-2. Compensation and expenses.

The members of the Commission shall serve without salary but may be reimbursed for their actual and authorized expenses necessarily incurred in the discharge of their official duties.

### § 32-3. Appointments.

In making appointments to the Commission, the Mayor shall take into consideration the various religious, racial, nationality and political groups in the community.

### § 32-4. Employment of staff.

The Mayor shall have the power and authority, subject to the applicable civil service requirements, to employ an executive director, a secretary and such attorneys, experts and other employees as may be necessary, whenever such positions shall be created by and within the amount made available by the City Council.

### § 32-5. Duties.

It shall be the duty of the Commission, as provided in Article 12-D of the General Municipal Law, to:

- A. Foster mutual respect and understanding among all racial, religious and nationality groups in the community.
- B. Make such studies in any field of human relationships in the community as in its judgment will aid in effectuating its general purposes.
- C. Inquire into incidents of tension and conflict among or between various racial, religious and nationality groups, and to take such action as may be designed to alleviate such tension and conflict.
- D. Conduct and recommend such educational programs as in its judgment will increase good will among inhabitants of the community and open new opportunities into all phases of community life for all inhabitants.

## § 32-6. Obligations.

The Commission shall discharge the following obligations as provided by Article 12-D of the General Municipal Law:

- A. Receive complaints of alleged discrimination because of race, creed, color or national origin; seek the active assistance of the State Commission for Human Rights in the solution of complaints which fall within the jurisdiction of the State Commission for Human Rights; and prepare its own plans in the case of other complaints with a view of reducing and eliminating such alleged discrimination through the process of conference, conciliation and persuasion.
- B. Hold conferences and other public meetings in the interest of a constructive resolution of racial, religious and nationality group tensions and the prejudice and discrimination occasioned thereby.
- C. Issue such publications and reports of investigation as in its judgment will tend to effectuate the purposes of Article 12-D of the General Municipal Law.
- D. Enlist the cooperation and participation of the various racial, religious and nationality groups, community organizations, industry and labor organizations, media or mass communication, fraternal and benevolent associations and other groups in an international campaign devoted to fostering among the diverse groups of the community mutual esteem, justice and equity.
- E. Encourage and stimulate agencies under the jurisdiction of the city which created the Commission to take such action as will fulfill the purposes of Article 12-D of the General Municipal Law.
- F. Submit an annual report to the Mayor and City Council.

## § 32-7. Effect of statutory amendments.

In the event that the provisions of Article 12-D of the General Municipal Law are amended, such amendments shall be effective with respect to the Commission on Human Rights created by this chapter.

**STAFF REPORT**

Approved and Forwarded to City Council



Edward A. Sundquist, Mayor

**DATE:** March 15, 2023  
**TO:** Edward A. Sundquist, Mayor  
**FROM:** Jennifer R. Williams, City Clerk/Treasurer  
**SUBJECT:** Special Event – Gold Star Memorial

**ACTION:**  Resolution  Ordinance/Local Law  Informational/Report

---

**ISSUE STATEMENT:** Request to approve the Gold Star Memorial event to be held on Saturday, May 27, 2023 from 9:00 a.m. until 1:00 p.m.

**BACKGROUND:** The Gold Star Memorial event will be held in Veteran’s Park, sponsored by the Lake Erie New York Chapter 4 Blue Star Mother’s of America.

**FISCAL IMPACT:** See department head approval forms.

**RECOMMENDATION:** Approval

**ATTACHMENT(S):** 1. Special Event Application

Do Not Advertise Or Announce Events Prior To Approval By City



City of Jamestown  
Office of Administrative Services  
http://www.jamestownny.net  
Phone: (716) 483-7612

200 East Third Street  
Jamestown, NY 14701  
Fax: (716) 483-7502

APPROVED

### SPECIAL EVENTS PERMIT APPLICATION

All Applications Are Due 30 Days Prior To Event

All Applications Must Be Complete and Approved 14 Days Prior to Event

Application Fee: Nonprofit \$100/For Profit \$175 Per Day

For applications submitted less than 30 days before event, Nonprofit \$125/For Profit \$200/day

We reserve the right to reject applications for events less than 14 days from submission

#### A. EVENT INFORMATION

Name of Event: Gold Star Memorial  
Sponsor: Lake Erie, New York Chapter 4 Blue Star Mothers of America  Not for Profit  For Profit  
Location: Jamestown Veteran's Park  
Park Use requires Parks Department Use Form 483-7523  
Date/day of Event: Saturday May 27, 2007 Setup Time: 9am Breakdown Time: 1pm  
[ ] Series of Events/List all dates: \_\_\_\_\_  
Hours of Operation: 4 Estimated Crowd Size 150

#### B. CONTACT INFORMATION

1. Name: Susan J Rowley Email: bluestar mothers ny 4@yahoo.com  
Address: 876 Peterson Road Frewsburg NY 14738 Phone: 716-499-6897  
2. Name: Kathleen Colver Email: K.colver@yahoo.com  
Address: 3105 West Oak Hill Road, Jamestown, NY 14701 Phone: 716-450-5393

Can this information be published on the web so that the public can reach you about your event?  Yes [ ] No

#### C. VENDOR INFORMATION

Event will include: INDIVIDUAL VENDOR APPLICATION AND FEES REQUIRED

[ ] Food Vendors [ ] Non-Food Vendors [ ] Alcohol Vendor (See Alcohol Section Below)

[ ] Carnival or Amusement Rides. Name of Company: \_\_\_\_\_

[ ] Fireworks: Name of Company: \_\_\_\_\_

For Fireworks: POLICE SECURITY REQUIRED & YOU MUST COMPLETE A FIREWORKS PERMIT

Application MUST be accompanied by the Application Fee and Insurance Certificate in the amount of One Million Dollars (\$1,000,000) Per Occurrence, One Million Dollars (\$1,000,000) Aggregate.

Insurance Certificate MUST name "THE CITY OF JAMESTOWN".

Notes:

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS BOX

Application Fee  
 Insurance Certificate  
 Departments Notified

<b>D. Public Health</b>	
Trash Cans: <input checked="" type="checkbox"/> Yes [ ] No	
How many: <u>3</u> Location: <u>Various - 1 by tent</u>	
Trash Pickup During Event: [ ] Yes <input checked="" type="checkbox"/> No Event sponsor is responsible for staff overtime.	
Bathroom Facilities: <input checked="" type="checkbox"/> On Site [ ] Portable [ ] Accessible/ADA Compliant	<u>porta potty - we will order</u>
Number: <u>1</u> Location: <u>other side of gazebo</u>	
<b>E. POLICE AND TRAFFIC REQUESTS</b>	
City Retains Final Authority for Street Closing/Barricades and Police Staffing	
Police Security: [ ] Yes <input checked="" type="checkbox"/> No Number: _____ Location: _____	
Police Traffic: [ ] Yes <input checked="" type="checkbox"/> No Number: _____ Location: _____	Note: Event organizer is responsible for police costs and overtime.
Street Closings: [ ] Yes <input checked="" type="checkbox"/> No If Yes, street closure sign-off form will be required.	
If this for [ ] Parade or [ ] Run/Walk include map of desired route for parade/run/walk.	
Describe streets to be closed, time of close/open, and location of barricades. Please attach map.	
<b>F. ADDITIONAL INFORMATION ABOUT YOUR EVENT</b>	
Will the event include music? <input checked="" type="checkbox"/> Yes [ ] No If Yes, <input checked="" type="checkbox"/> Live or [ ] Recorded? Details: <u>Violin, Trumpet, Bugpipes</u>	
Where will the music be located? _____	
Will the band wagon be requested from the Parks Department? [ ] Yes [ ] No (Additional Charges May Apply.)	
Will an amplifier be used for music, speakers or otherwise at the event? <input checked="" type="checkbox"/> Yes [ ] No <u>- Mayor has always</u> <u>generously provided</u>	
Will alcohol be served? [ ] Yes <input checked="" type="checkbox"/> No If Yes, Liquor Authority Approval and Site Plan Required	
Will alcohol be sold? [ ] Yes <input checked="" type="checkbox"/> No If Yes, See Below	
<p><b>IF YES, PLEASE ATTACH A DIAGRAM OF THE DESIGNATED AREA TO BE UTILIZED FOR THE SALE OF ALCOHOL AND THE LETTER FROM THE N.Y.S. LIQUOR AUTHORITY INFORMING YOU THEY APPROVE OF THE EVENT. ALL ALCOHOL SALES AND DISTRIBUTION MUST BE LIMITED TO A SELF-CONTAINED AND CONTROLLED AREA, IN WHICH PROOF OF LEGAL AGE CAN AND MUST BE DOCUMENTED PRIOR TO ENTRY INTO THE ALCOHOL CONTROLLED AREA. ALL ALCOHOLIC BEVERAGES MUST BE SERVED AND CONSUMED WITHIN THIS CONTROLLED AREA AND WILL NOT BE PERMITTED TO BE CARRIED OUT, DISTRIBUTED OR CONSUMED IN THE ADJACENT PUBLIC SPACES. ANY VIOLATION OF THIS PROVISION WILL SUBJECT THE APPLICANT TO IMMEDIATE REVOCATION OF ITS ALCOHOL PERMIT AND SUBSEQUENT NOTIFICATION TO THE NYS ALCOHOL BEVERAGE CONTROL BOARD. IT IS THE RESPONSIBILITY OF THE EVENT SPONSOR TO ADEQUATELY ENFORCE THIS PROVISION OF THE SPECIAL EVENT PERMIT ISSUED BY THE CITY OF JAMESTOWN.</b></p>	
<p>For access to electric distribution panels in downtown area, contact: Jamestown Renaissance Corporation, 301 E. 2<sup>nd</sup> St., Suite 301, 716-664-2477</p> <p>For other temporary electric service, contact: BPU Customer Service, 92 Steele Street, 716-661-1660</p> <p>Use of electrical outlets on BPU Street Light Poles will not be permitted.</p>	

**H. RESTRICTIONS**

1. Fire hydrants, cross streets/alleys and store fronts shall not be blocked by any vehicle or concession at any time.
2. Fuel Containers must be of an approved type and properly secured.
3. Deep fryers must be approved commercial type and require a Type K portable extinguisher. All food vendors must have Type ABC fire extinguisher. All fire extinguishers must be inspected within last year. A Safety Lane must be maintained at all times.
4. No grease or substance of any kind can be discharged upon the streets, sidewalks, or into the storm drains and sewers.
5. No signage may be placed on trees or utility poles.

**I. SIGNATURE AND FEES**

Blue Star Mothers NY4, the organizer/sponsor, hereby certifies that the information contained within this application is accurate and complete. Any willful false statements of fact or withholding of information will be grounds for immediate denial or revocation of an events permit. Blue Star Mothers NY4, the organizer/sponsor shall indemnify, hold harmless, assume liability for, and defend the City of Jamestown, its employees, officers and agents from any and all damages, costs and expenses, including but not limited to attorney's fees, court costs and all other sums which the City of Jamestown, its employees, officers and agents may pay or become obligates to pay on account of any and every demand, claim or assertion of liability, or any claim founded thereon, arising or alleged to have arisen out of the activities described in this special event application and sanctioned by the permit issued by the City of Jamestown or by any act or omission of the Blue Star Mothers NY4, the organizer/sponsor, its members, agents, employees, volunteers, officers or directors in relation to activities described in this application and sanctioned by the issuance of a special event permit.

Signature: Susan J Rowley  
Print Name: Susan J Rowley

Date: 3/08/2008

**For Office Use**

Approximate cost of this event (only the application fee is due at this time)

\$ ~~\_\_\_\_\_~~ Application Fee  
~~\_\_\_\_\_~~ for food vendors  
~~\_\_\_\_\_~~ for non-food vendors  
~~\_\_\_\_\_~~ for Parks/trash/stage  
~~\_\_\_\_\_~~ for Police security/traffic  
~~\_\_\_\_\_~~ APPROXIMATE TOTAL

Checks may be made out to City of Jamestown.

**STAFF REPORT**

Approved and Forwarded to City Council



Edward A. Sundquist, Mayor

**DATE:** March 15, 2023

**TO:** Edward A. Sundquist, Mayor

**FROM:** Jennifer R. Williams, City Clerk/Treasurer

**SUBJECT:** Special Event – Early Bird Concert Series: Mosaic Foundation

**ACTION:**  Resolution  Ordinance/Local Law  Informational/Report

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**ISSUE STATEMENT:** Request to approve the Early Bird Concert Series (first event) to be held on Saturday, May 27, 2023 from 12:00 p.m. until 11:00 p.m.

**BACKGROUND:** The Early Bird Concert Series (first event) will be held in the Potter's Terrace area with a street closure of 3<sup>rd</sup> Street between Pine and Main Street.

**FISCAL IMPACT:** See department head approval forms.

**RECOMMENDATION:** Approval

**ATTACHMENT(S):** 1. Special Event Application

Do Not Advertise Or Announce Events Prior To Approval By City



City of Jamestown
Office of Administrative Services
http://www.jamestownny.net
Phone: (716) 483-7612

200 East Third Street
Jamestown, NY 14701
Fax: (716) 483-7502

APPROVED

SPECIAL EVENTS PERMIT APPLICATION

All Applications Are Due 30 Days Prior To Event

All Applications Must Be Complete and Approved 14 Days Prior to Event

Application Fee: Nonprofit \$100/For Profit \$175 Per Day

For applications submitted less than 30 days before event, Nonprofit \$125/For Profit \$200/day

We reserve the right to reject applications for events less than 14 days from submission

#1 in series

A. EVENT INFORMATION

Name of Event: Early Bird Concert Series: Mosaic Foundation
Sponsor: Whiclybird, Timothy M. Gierts
Location: 3rd Street between Pine + Main/Peter's Terrace
Date/day of Event: May 27, 2023 Setup Time: 12 PM Breakdown Time: 11 PM
Hours of Operation: 3 PM - 10 PM Estimated Crowd Size 500

B. CONTACT INFORMATION

1. Name: Timothy Gierts (Miki) Email: miki@whiclybirdfest.com
Address: 1554 Buffalo St. E. Jamestown, NY 14701 Phone: (480) 468 8829

2. Name: Email:
Address: Phone:


Can this information be published on the web so that the public can reach you about your event? [ ] Yes [x] No

C. VENDOR INFORMATION

Event will include: INDIVIDUAL VENDOR APPLICATION AND FEES REQUIRED
[ x ] Food Vendors [ x ] Non-Food Vendors [ x ] Alcohol Vendor (See Alcohol Section Below)
[ ] Carnival or Amusement Rides. Name of Company:
[ ] Fireworks: Name of Company:
For Fireworks: POLICE SECURITY REQUIRED & YOU MUST COMPLETE A FIREWORKS PERMIT

Application MUST be accompanied by the Application Fee and Insurance Certificate in the amount of One Million Dollars (\$1,000,000) Per Occurrence, One Million Dollars (\$1,000,000) Aggregate. Insurance Certificate MUST name "THE CITY OF JAMESTOWN".

Notes: FOR OFFICE USE ONLY: DO NOT WRITE IN THIS BOX
Application Fee
Insurance Certificate
Departments Notified

<b>D. Public Health</b>	
Trash Cans: <input checked="" type="checkbox"/> Yes [ ] No	
How many: <u>8</u> Location: <u>Potters Terrace</u>	
Trash Pickup During Event: [ ] Yes <input checked="" type="checkbox"/> No Event sponsor is responsible for staff overtime.	
Bathroom Facilities: [ ] On Site <input checked="" type="checkbox"/> Portable [ ] Accessible/ADA Compliant	
Number: <u>2</u> Location: _____	
<b>E. POLICE AND TRAFFIC REQUESTS</b>	
City Retains Final Authority for Street Closing/Barricades and Police Staffing	
Police Security: <input checked="" type="checkbox"/> Yes [ ] No Number: <u>2</u> Location: <u>3rd &amp; Pine, 3rd + Main</u>	
Police Traffic: [ ] Yes <input checked="" type="checkbox"/> No Number: _____ Location: _____ Note: Event organizer is responsible for police costs and overtime.	
Street Closings: <input checked="" type="checkbox"/> Yes [ ] No If Yes, street closure sign-off form will be required.	
If this for [ ] Parade or [ ] Run/Walk include map of desired route for parade/run/walk.	
Describe streets to be closed, time of close/open, and location of barricades. Please attach map.	
 close: <u>11:00</u> am      open: <u>11:30</u> pm.	
<b>F. ADDITIONAL INFORMATION ABOUT YOUR EVENT</b>	
Will the event include music? <input checked="" type="checkbox"/> Yes [ ] No If Yes, <input checked="" type="checkbox"/> Live or [ ] Recorded? Details: _____	
Where will the music be located? <u>side walk on 3rd Street facing North</u>	
Will the band wagon be requested from the Parks Department? [ ] Yes <input checked="" type="checkbox"/> No (Additional Charges May Apply)	
Will an amplifier be used for music, speakers or otherwise at the event? <input checked="" type="checkbox"/> Yes [ ] No	
Will alcohol be served? [ ] Yes [ ] No If Yes, Liquor Authority Approval and Site Plan Required	
Will alcohol be sold? <input checked="" type="checkbox"/> Yes [ ] No If Yes, See Below	
<p><b>IF YES, PLEASE ATTACH A DIAGRAM OF THE DESIGNATED AREA TO BE UTILIZED FOR THE SALE OF ALCOHOL AND THE LETTER FROM THE N.Y.S. LIQUOR AUTHORITY INFORMING YOU THEY APPROVE OF THE EVENT. ALL ALCOHOL SALES AND DISTRIBUTION MUST BE LIMITED TO A SELF-CONTAINED AND CONTROLLED AREA, IN WHICH PROOF OF LEGAL AGE CAN AND MUST BE DOCUMENTED PRIOR TO ENTRY INTO THE ALCOHOL CONTROLLED AREA. ALL ALCOHOLIC BEVERAGES MUST BE SERVED AND CONSUMED WITHIN THIS CONTROLLED AREA AND WILL NOT BE PERMITTED TO BE CARRIED OUT, DISTRIBUTED OR CONSUMED IN THE ADJACENT PUBLIC SPACES. ANY VIOLATION OF THIS PROVISION WILL SUBJECT THE APPLICANT TO IMMEDIATE REVOCATION OF ITS ALCOHOL PERMIT AND SUBSEQUENT NOTIFICATION TO THE NYS ALCOHOL BEVERAGE CONTROL BOARD. IT IS THE RESPONSIBILITY OF THE EVENT SPONSOR TO ADEQUATELY ENFORCE THIS PROVISION OF THE SPECIAL EVENT PERMIT ISSUED BY THE CITY OF JAMESTOWN.</b></p>	
<p>For access to electric distribution panels in downtown area, contact:  Jamestown Renaissance Corporation, 301 E. 2<sup>nd</sup> St., Suite 301, 716-664-2477  For other temporary electric service, contact:  BPU Customer Service, 92 Steele Street, 716-661-1660  <b>Use of electrical outlets on BPU Street Light Poles will not be permitted.</b></p>	

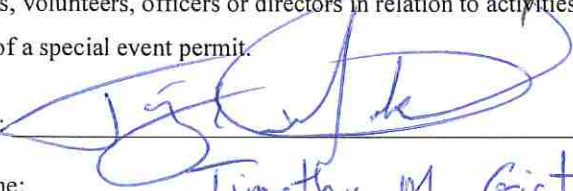
**H. RESTRICTIONS**

1. Fire hydrants, cross streets/alleys and store fronts shall not be blocked by any vehicle or concession at any time.
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3. Deep fryers must be approved commercial type and require a Type K portable extinguisher. All food vendors must have Type ABC fire extinguisher. All fire extinguishers must be inspected within last year. A Safety Lane must be maintained at all times.
4. No grease or substance of any kind can be discharged upon the streets, sidewalks, or into the storm drains and sewers.
5. No signage may be placed on trees or utility poles.

**I. SIGNATURE AND FEES**

Timothy Girts, the organizer/sponsor, hereby certifies that the information contained within this application is accurate and complete. Any willful false statements of fact or withholding of information will be grounds for immediate denial or revocation of an events permit. Timothy Girts, the organizer/sponsor shall indemnify, hold harmless, assume liability for, and defend the City of Jamestown, its employees, officers and agents from any and all damages, costs and expenses, including but not limited to attorney's fees, court costs and all other sums which the City of Jamestown, its employees, officers and agents may pay or become obligates to pay on account of any and every demand, claim or assertion of liability, or any claim founded thereon, arising or alleged to have arisen out of the activities described in this special event application and sanctioned by the permit issued by the City of Jamestown or by any act or omission of the Timothy Girts, the organizer/sponsor, its members, agents, employees, volunteers, officers or directors in relation to activities described in this application and sanctioned by the issuance of a special event permit.

Signature: \_\_\_\_\_



Date: 2/25/23

Print Name: Timothy M. Girts.

**For Office Use**

Approximate cost of this event (only the application fee is due at this time)

- \$ \_\_\_\_\_ Application Fee
- \_\_\_\_\_ for food vendors
- \_\_\_\_\_ for non-food vendors
- \_\_\_\_\_ for Parks/trash/stage
- \_\_\_\_\_ for Police security/traffic
- \_\_\_\_\_ APPROXIMATE TOTAL

Checks may be made out to City of Jamestown.

## STREET CLOSURE SIGN OFF FORM

ALL RESIDENTS AND/OR PROPERTY OWNERS AFFECTED BY THE STREET CLOSING MUST BE NOTIFIED PRIOR TO THE EVENT. USE ADDITIONAL SHEETS AS NEEDED.

We the undersigned, as residents and/or property owners on 3rd Street, agree  
(name of street)  
 to the proposed street closings for the Special Event known as Early Bird: Mosaic Foundation  
 on May 27 between the hours of 12pm and 11pm  
(date of event) (time of event) (time of event)

A fire lane will be maintained for emergencies.

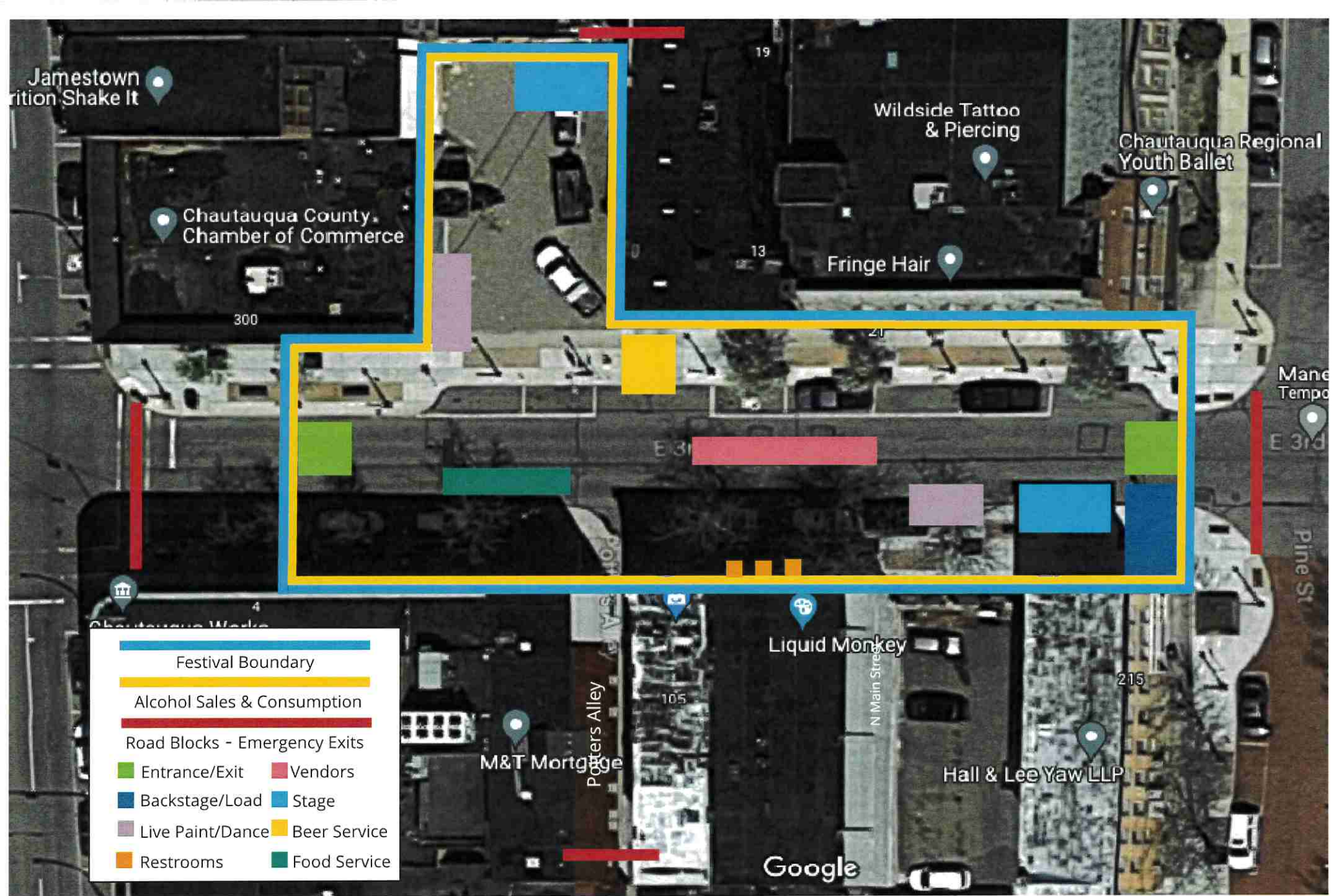
### PROPOSED STREET CLOSINGS

3rd Street BETWEEN Main St AND Pine St.  
Potters Alley BETWEEN 4th Street AND 3rd Street  
Potters Alley BETWEEN 3rd Street AND 2nd Street  
 \_\_\_\_\_ BETWEEN \_\_\_\_\_ AND \_\_\_\_\_  
 \_\_\_\_\_ BETWEEN \_\_\_\_\_ AND \_\_\_\_\_  
 \_\_\_\_\_ BETWEEN \_\_\_\_\_ AND \_\_\_\_\_

<u>Signature</u>	<u>Print Name</u>	<u>Address/Business Name</u>
<u>Pete Schi</u>	<u>Pete Scheira</u>	<u>207-209 Pine St</u>
<u>Frank Bass</u>	<u>Frank Bass</u>	<u>58C - Potters Terrace</u>
<u>Dan Heitzinger</u>	<u>Dan Heitzinger</u>	<u>300 N. Main St. / Chamber</u>
<u>Audrey Kalba</u>	<u>Audrey Kalba</u>	<u>14 E 3rd St</u>
<u>Garant Robinson</u>	<u>Garant Robinson</u>	<u>16 E. 3rd St</u>
<u>Krishn M Lee Yau</u>	<u>Krishn M Lee Yau</u>	<u>24 W Third St</u>
<u>Dani Shenik</u>	<u>Dani Shenik</u>	<u>23 E. 3rd St. Wildside ta heo</u>
<u>Sam Cooley</u>	<u>Sam Cooley</u>	<u>23 east 3rd St</u>

Tai Tai Quantas 19 E 3rd St. The Sreaper gallery

\*\*\*PHOTO COPIED SIGNATURES WILL NOT BE ACCEPTED. ALL SIGNATURES MUST BE ORIGINALS, IN INK AND DATED FOR THE SPECIFIC EVENT\*\*\*



# Early Bird 2023: Mosaic Foundation Site Map

Saturday | May 27, 2023 | set up - 11am | strike -11pm

**STAFF REPORT**

**DATE:** March 15, 2023  
**TO:** Edward A. Sundquist, Mayor  
**FROM:** Jennifer R. Williams, City Clerk/Treasurer  
**SUBJECT:** Special Event – Whirleybird Music and Arts Festival

Approved and Forwarded to City Council  
  
Edward A. Sundquist, Mayor

**ACTION:**  Resolution  Ordinance/Local Law  Informational/Report

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**ISSUE STATEMENT:** Request to approve the Whirleybird Music and Arts Festival to be held from Thursday, July 20, 2023 to Saturday, July 22, 2023 from 5:00 p.m. until 10:00 p.m.

**BACKGROUND:** The Whirleybird Music and Arts Festival will be held in various venues throughout the City of Jamestown.

**FISCAL IMPACT:** See department head approval forms.

**RECOMMENDATION:** Approval

**ATTACHMENT(S):** 1. Special Event Application

Do Not Advertise Or Announce Events Prior To Approval By City



City of Jamestown  
Office of Administrative Services  
http://www.jamestownny.net  
Phone: (716) 483-7612

200 East Third Street  
Jamestown, NY 14701  
Fax: (716) 483-7502

APPROVED

### SPECIAL EVENTS PERMIT APPLICATION

All Applications Are Due 30 Days Prior To Event

All Applications Must Be Complete and Approved 14 Days Prior to Event

Application Fee: Nonprofit \$100/For Profit \$175 Per Day

For applications submitted less than 30 days before event, Nonprofit \$125/For Profit \$200/day

We reserve the right to reject applications for events less than 14 days from submission

#### A. EVENT INFORMATION

Name of Event: Whirlybird Music + Arts Festival 2023  
Sponsor: Timothy M. Grits JHDC-FDP  Not for Profit  For Profit  
Location: Winter Garden Plaza  
Park Use requires Parks Department Use Form 483-7523  
Date/day of Event: — Setup Time: \* Breakdown Time: \*\*  
 Series of Events/List all dates: July 20-22, 2023  
Hours of Operation: 7/20-21 5pm-10pm \*\*\* Estimated Crowd Size 500-600/day

#### B. CONTACT INFORMATION

1. Name: Timothy M. Grits (miki) Email: miki@whirlybirdfest.com  
Address: 1534 Buffalo St. Ext - 14701 Phone: (800) 468-8829  
2. Name: Joel Peterson (Wine Cellar) Email: jpeterson8787@gmail.com  
Address: 309 N. Main St. - 14701 Phone: (716) 397-9911

Can this information be published on the web so that the public can reach you about your event?  Yes  No

#### C. VENDOR INFORMATION

Event will include: INDIVIDUAL VENDOR APPLICATION AND FEES REQUIRED  
 Food Vendors  Non-Food Vendors  Alcohol Vendor (See Alcohol Section Below)  
 Carnival or Amusement Rides. Name of Company: \_\_\_\_\_  
 Fireworks: Name of Company: \_\_\_\_\_

For Fireworks: POLICE SECURITY REQUIRED & YOU MUST COMPLETE A FIREWORKS PERMIT

Application MUST be accompanied by the Application Fee and Insurance Certificate in the amount of One Million Dollars (\$1,000,000) Per Occurrence, One Million Dollars (\$1,000,000) Aggregate.  
Insurance Certificate MUST name **"THE CITY OF JAMESTOWN"**.

Notes: FOR OFFICE USE ONLY: DO NOT WRITE IN THIS BOX  
\_\_\_\_\_ Application Fee  
\_\_\_\_\_ Insurance Certificate  
\_\_\_\_\_ Departments Notified

\* Set Up Time: 7/20-21 2pm 7/22 12 PM  
\*\* Breakdown Time: 7/20-22 11:30 PM  
\*\*\* Hours of Operation: 7/20-21 5pm-10pm 7/22 3pm-10 PM

**D. Public Health**

Trash Cans:  Yes [ ] No

How many: 8 Location: Winter Garden Plaza

Trash Pickup During Event: [ ] Yes  No  
Event sponsor is responsible for staff overtime.

Bathroom Facilities:  On Site  Portable  
 Accessible/ADA Compliant

Number: 2-3 Location: Winter Garden Plaza/Wine Cellar

**E. POLICE AND TRAFFIC REQUESTS**

City Retains Final Authority for Street Closing/Barricades and Police Staffing

Police Security:  Yes [ ] No Number: 2-3 Location: WAP + Entry Points

Police Traffic: [ ] Yes  No Number: \_\_\_\_\_ Location: \_\_\_\_\_  
Note: Event organizer is responsible for police costs and overtime.

Street Closings:  Yes [ ] No If Yes, street closure sign-off form will be required.

If this for [ ] Parade or [ ] Run/Walk include map of desired route for parade/run/walk.

Describe streets to be closed, time of close/open, and location of barricades. Please attach map.

Close: 7/20-21 4 PM  
7/22 12 PM  
Open: 7/20-22 11:30 PM

**F. ADDITIONAL INFORMATION ABOUT YOUR EVENT**

Will the event include music?  Yes [ ] No

If Yes,  Live or [ ] Recorded? Details: \_\_\_\_\_

Where will the music be located? stage @ Winter Garden Plaza

Will the band wagon be requested from the Parks Department? [ ] Yes  No (Additional Charges May Apply.)

Will an amplifier be used for music, speakers or otherwise at the event?  Yes [ ] No

Will alcohol be served? [ ] Yes [ ] No If Yes, Liquor Authority Approval and Site Plan Required

Will alcohol be sold?  Yes [ ] No If Yes, See Below

**IF YES, PLEASE ATTACH A DIAGRAM OF THE DESIGNATED AREA TO BE UTILIZED FOR THE SALE OF ALCOHOL AND THE LETTER FROM THE N.Y.S. LIQUOR AUTHORITY INFORMING YOU THEY APPROVE OF THE EVENT. ALL ALCOHOL SALES AND DISTRIBUTION MUST BE LIMITED TO A SELF-CONTAINED AND CONTROLLED AREA, IN WHICH PROOF OF LEGAL AGE CAN AND MUST BE DOCUMENTED PRIOR TO ENTRY INTO THE ALCOHOL CONTROLLED AREA. ALL ALCOHOLIC BEVERAGES MUST BE SERVED AND CONSUMED WITHIN THIS CONTROLLED AREA AND WILL NOT BE PERMITTED TO BE CARRIED OUT, DISTRIBUTED OR CONSUMED IN THE ADJACENT PUBLIC SPACES. ANY VIOLATION OF THIS PROVISION WILL SUBJECT THE APPLICANT TO IMMEDIATE REVOCATION OF ITS ALCOHOL PERMIT AND SUBSEQUENT NOTIFICATION TO THE NYS ALCOHOL BEVERAGE CONTROL BOARD. IT IS THE RESPONSIBILITY OF THE EVENT SPONSOR TO ADEQUATELY ENFORCE THIS PROVISION OF THE SPECIAL EVENT PERMIT ISSUED BY THE CITY OF JAMESTOWN.**

For access to electric distribution panels in downtown area, contact:  
Jamestown Renaissance Corporation, 301 E. 2<sup>nd</sup> St., Suite 301, 716-664-2477

For other temporary electric service, contact:  
BPU Customer Service, 92 Steele Street, 716-661-1660

**Use of electrical outlets on BPU Street Light Poles will not be permitted.**

**H. RESTRICTIONS**

1. Fire hydrants, cross streets/alleys and store fronts shall not be blocked by any vehicle or concession at any time.
2. Fuel Containers must be of an approved type and properly secured.
3. Deep fryers must be approved commercial type and require a Type K portable extinguisher. All food vendors must have Type ABC fire extinguisher. All fire extinguishers must be inspected within last year. A Safety Lane must be maintained at all times.
4. No grease or substance of any kind can be discharged upon the streets, sidewalks, or into the storm drains and sewers.
5. No signage may be placed on trees or utility poles.

**I. SIGNATURE AND FEES**

Timothy M. Giats the organizer/sponsor, hereby certifies that the information contained within this application is accurate and complete. Any willful false statements of fact or withholding of information will be grounds for immediate denial or revocation of an events permit. Timothy Giats, the organizer/sponsor shall indemnify, hold harmless, assume liability for, and defend the City of Jamestown, its employees, officers and agents from any and all damages, costs and expenses, including but not limited to attorney's fees, court costs and all other sums which the City of Jamestown, its employees, officers and agents may pay or become obligates to pay on account of any and every demand, claim or assertion of liability, or any claim founded thereon, arising or alleged to have arisen out of the activities described in this special event application and sanctioned by the permit issued by the City of Jamestown or by any act or omission of the Timothy Giats, the organizer/sponsor, its members, agents, employees, volunteers, officers or directors in relation to activities described in this application and sanctioned by the issuance of a special event permit.

Signature: \_\_\_\_\_

Date: 2/25/23

Print Name: Timothy M. Giats

**For Office Use**

Approximate cost of this event (only the application fee is due at this time)

\$ \_\_\_\_\_ Application Fee  
\_\_\_\_\_ for food vendors  
\_\_\_\_\_ for non-food vendors  
\_\_\_\_\_ for Parks/trash/stage  
\_\_\_\_\_ for Police security/traffic  
\_\_\_\_\_ APPROXIMATE TOTAL

Checks may be made out to City of Jamestown.

## STREET CLOSURE SIGN OFF FORM

**ALL RESIDENTS AND/OR PROPERTY OWNERS AFFECTED BY THE STREET CLOSING MUST BE NOTIFIED PRIOR TO THE EVENT. USE ADDITIONAL SHEETS AS NEEDED.**

We the undersigned, as residents and/or property owners on North Main St., agree  
(name of street)

to the proposed street closings for the Special Event known as Whirlybird 2023

on July 20-22, 2023 between the hours of 7/20-21 4pm and 7/20-21 11:30pm.  
(date of event) (time of event) (time of event)

A fire lane will be maintained for emergencies. 7/22 12pm 7/22 11:30pm

### PROPOSED STREET CLOSINGS

North Main St. BETWEEN 4th St. AND 3rd St.

Mechanics Alley BETWEEN 4th St. AND 3rd St.

\_\_\_\_\_ BETWEEN \_\_\_\_\_ AND \_\_\_\_\_

\_\_\_\_\_ BETWEEN \_\_\_\_\_ AND \_\_\_\_\_

\_\_\_\_\_ BETWEEN \_\_\_\_\_ AND \_\_\_\_\_

\_\_\_\_\_ BETWEEN \_\_\_\_\_ AND \_\_\_\_\_

### Signature

### Print Name

### Address/Business Name



Sara Edstrom

5W 4th St / Amsterdam NY 14701

Sara Edstrom

Sara Edstrom

2 W. 3rd / Lucy Desi Museum



Daniel J. Hirtzenaker

300 N. Main / Chamber

Renee Scoma

Renee Scoma

320 N Main St / Patients Pharmacy

Leslie Calimaci

Leslie Calimaci

318 N. Main Chautauque Art Gallery

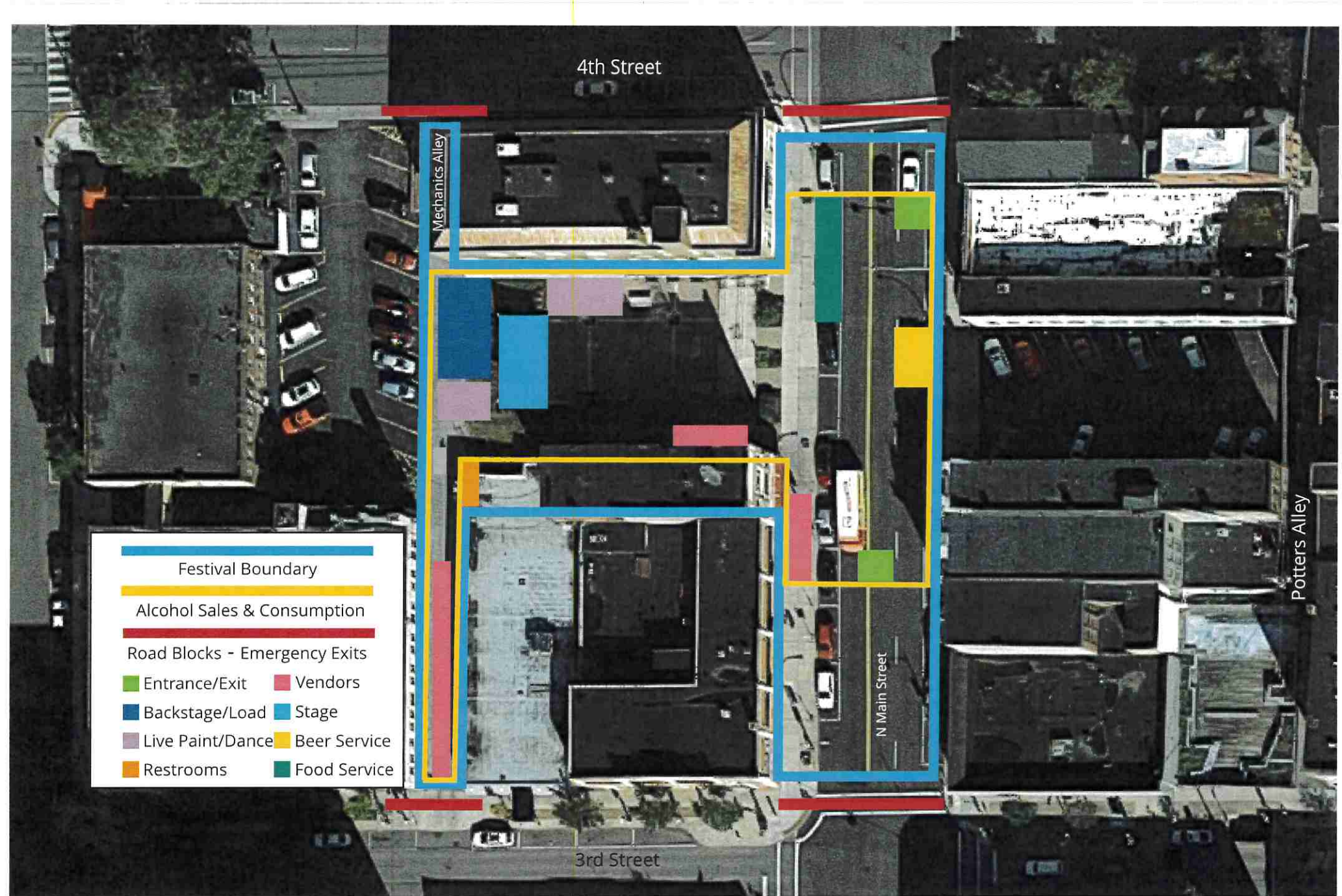


Joel Peterson

309 N. Main St / w/ the cellar

COMMENTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*\*\*PHOTO COPIED SIGNATURES WILL NOT BE ACCEPTED. ALL SIGNATURES MUST BE ORIGINALS, IN INK AND DATED FOR THE SPECIFIC EVENT\*\*\***



# Whirlybird Music & Arts Festival 2023 Site Map

Thursday, Friday, Saturday - July 20, 21, 22