

APPROVAL OF MINUTES

2024-123
Gary Brinn

Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, March 25, 2024.

FIRST PUBLIC COMMENT PORTION

IDENTIFICATION OF CONSENT ITEMS

PUBLIC HEARING

PUBLIC HEARING for the purpose of receiving comments from the public regarding the amendment of the Official Zoning Map by rezoning City Tax Parcel No.'s 99.12-3-28 and 99.12-3-29 identified as 226 and 228 Home Street, respectively, from Residential to Light Industrial.

PERSONNEL ACTIONS

2024-124
Mayor Mandell

Received communication from the City Manager and act on resolution reporting the Personnel Actions for the City of Elmira, whereby Jillina P. Wallace has been appointed to the position of Deputy City Clerk, effective March 17, 2024 at an annual salary of \$35, 301; Angela J. Williams has elected to retire from her position as City Clerk, effective March 28, 2024.

2024-125
Council as a Whole

Act on resolution extending appreciation to Angela J. Williams for her services rendered to the City of Elmira in the City Clerk's Office for the past 23 years, and wish her well in her future.

RESOLUTIONS

2024-126
Jackie Wilson

Receive communication from the Corporation Counsel and act on resolution designating the City as lead agency pursuant to State Environmental Quality Review Act (SEQR), 6NYCRR, Part 617.6, that the proposed amendment to the City's Zoning Ordinance will not have

an adverse impact on the environment and authorizing the City Manager to file a negative determination in accordance with SEQR Part 617.12.

2024-127

Joseph Duffy

Act on resolution approving the "Unreserved Fund Balance - Valuation Appropriation (Account A.391002)" with a present balance of \$283,072.00 be transferred to account titled "Unreserved Fund Balance - Unappropriated (Account A.391100)" and, following the transfer, Account A.391002 be closed.

2024-128

Mayor Mandell

Receive communication from the City Manager and act on resolution establishing a six-hour standard work day for the six (6) elected City Councilmembers, reporting days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the Record of Activities maintained and submitted by the elected City Councilmembers to the City Clerk.

AGREEMENTS

2024-129

Joseph Duffy

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement with the Elmira Housing Authority (EHA) whereby the City provides additional police patrol services for a period retroactively to April 1, 2024 through March 31, 2025 at a cost of \$53,312.76 paid by EHA to the City; said agreement subject to Corporation Counsel approval.

2024-130

Corey Cooke

Receive communication from the City Manager and act on resolution approving the extension of the contract for building janitorial services between the City and New York State Industries for the Disabled, Inc. (NYSID) for an additional one year retroactively to April 1, 2024 and expiring March 31, 2025 upon the same terms and conditions of the June 6, 2022 Agreement at a cost to the City of \$58,479.96, as set forth on the attached Request for Price Concurrence, and authorizing the Mayor to execute an extension/addendum of said Agreement; said addendum subject to Corporation Counsel approval.

2024-131

Corey Cooke

Receive communication from the City Manager and act on resolution approving retention of LaBella Associates, DPC

to provide professional services pertaining to improvements at the Centertown Parking Garage Phase II Project at a total contract price of \$62,180.00 and authorizing the Mayor to execute the professional services agreement, a copy of which is attached hereto; said agreement subject to Corporation Counsel approval.

2024-132
Jackie Wilson

Receive communication from the City Manager and act on resolution awarding a contract to Edger Enterprises of Elmira, Inc., the lowest responsible bidder meeting all bid specifications, for RFB-305 Dunn Field Repairs Project with the base bid in the amount of \$1,094,000.00, a copy of the bid summary is attached hereto, and authorizing the Mayor the execute all documents necessary to effect this award; said documents subject to Corporation Counsel approval.

2024-133
Nan Moss

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an intermunicipal agreement between the Town of Catlin and the City whereby the City's Animal Control Department will provide animal control services as needed in accordance with Articles 7 and 26 of the Agriculture and Markets Law commencing May 1, 2024 through April 30, 2025, at an annual cost of \$9,792.00 to be paid by the Town; said agreement subject to Corporation Counsel approval.

2024-134
Joseph Duffy

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an intermunicipal agreement between the Town of Ashland and the City whereby the City's Animal Control Department will provide animal control services as needed in accordance with Articles 7 and 26 of the Agriculture and Markets Law commencing May 1, 2024 through April 30, 2025, at an annual cost of \$6,471.49 to be paid by the Town; said agreement subject to Corporation Counsel approval.

2024-135
Mayor Mandell

Receive communication from the City Manager and act on resolution approving a four-month intermunicipal shared services agreement with the Town of Erin for the City's Assistant Code Enforcement Officer to provide certain

inspection services to the Town for the term May 1, 2024 through September 1, 2024 at a cost to the Town of \$2,400.00 and authorizing the Mayor to execute the agreement; said agreement subject to Corporation Counsel approval.

AUDITS

2024-136
Gary Brinn

Act on Lead Hazard Reduction Grant Program Audit.

2024-137
Nan Moss

Act on Community Development Block Grant Program Audit.

2024-138
Joseph Duffy

Act on Audit.

SECOND PUBLIC COMMENT PORTION

CITY MANAGER REPORT

ADJOURN

2024-139
Mayor Mandell

Act on resolution to add to the Agenda of Monday, April 8, 2024, the resolution approving the appointment of Christina Rodriguez as City Clerk of the City of Elmira at the annual salary of \$57,833.00.

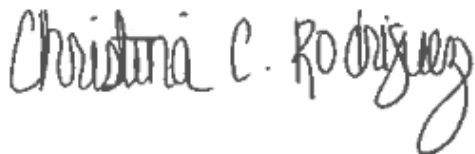
2024-139
Mayor Mandell

Act on Resolution appointing Christina Rodriguez as City Clerk of the City of Elmira and paid an annual salary of \$57,833.00.

2024-140
Mayor Mandell

Act on resolution to adjourn.

Respectfully Submitted,

A handwritten signature in dark ink that reads "Christina C. Rodriguez". The signature is written in a cursive, flowing style.

Christina C. Rodriguez
City Clerk

Elmira City Council

Agenda Summary:	Act on resolution dispensing with the minutes of the Regular Meeting held on Monday, March 25, 2024.
Resolution Number:	2024-123
Sponsor:	Gary Brinn

ATTACHMENTS

[Beginning April 8.docx](#)

April 8, 2024

Minutes of the Regular Meeting of the Council of the City of Elmira, New York, held in Council Chambers in said City of Elmira, this 8th day of April, 2024.

The Mayor called the meeting to order and presided.

The City Clerk called the roll.

PRESENT:

ABSENT:

RESOLUTION

NO. 2024- _____

By Councilmember: _____

RESOLVED, that the reading of the minutes of the Regular Meeting held March 25, 2024, be dispensed with and stand approved.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary:

PUBLIC HEARING for the purpose of receiving comments from the public regarding the amendment of the Official Zoning Map by rezoning City Tax Parcel No.'s 99.12-3-28 and 99.12-3-29 identified as 226 and 228 Home Street, respectively, from Residential to Light Industrial.

Resolution Number:**Sponsor:****ATTACHMENTS**

[resolution PH 226 & 228 Home St amend rezoning 4.8.2024.doc](#)

April 8, 2024

PUBLIC HEARING

PUBLIC HEARING held this 8th of April, 2024, for the purpose of receiving comments from the public regarding the amendment of the Official Zoning Map by rezoning City Tax Parcel No.'s 99.12-3-28 and 99.12-3-29 identified as 226 and 228 Home Street, respectively, from Residential to Light Industrial.

APPEARANCES: OPEN:

In Favor Of:

Opposed:

CLOSED:

Elmira City Council

Agenda Summary: Received communication from the City Manager and act on resolution reporting the Personnel Actions for the City of Elmira, whereby Jillina P. Wallace has been appointed to the position of Deputy City Clerk, effective March 17, 2024 at an annual salary of \$35, 301; Angela J. Williams has elected to retire from her position as City Clerk, effective March 28, 2024.

Resolution Number: 2024-124

Sponsor: Mayor Mandell

ATTACHMENTS

[Personnel Actions April 8.docx](#)

April 8, 2024

**FOR THE AGENDA
COMMUNICATION**

To the Honorable Mayor and Councilmembers

Dear Councilmembers:

This is to announce the personnel actions for the City of Elmira whereby:

WALLACE, JILLINA P.

Elmira, NY has been appointed to the position of Deputy City Clerk, at an annual salary of \$35,301, effective March 17, 2024.

WILLIAMS, ANGELA J.

has elected to retire from her position as City Clerk, effective March 28, 2024.

Respectfully submitted,

P. Michael Collins
City Manager

April 8, 2024

**AMENDED
RESOLUTION**

2024 - ____

By Councilmember: _____

RESOLVED, that the communication from the City Manager announcing the personnel actions for the City of Elmira whereby; Jillina P. Wallace has been appointed to the position of Deputy City Clerk, at an annual salary of \$35,301, effective March 17, 2024; Angela J. Williams has elected to retire from her position as City Clerk, effective March 28, 2024; and be it further

RESOLVED, that the personnel actions for the City of Elmira be received and placed on file.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary: Act on resolution extending appreciation to Angela J. Williams for her services rendered to the City of Elmira in the City Clerk's Office for the past 23 years, and wish her well in her future.

Resolution Number: 2024-125

Sponsor: Council as a Whole

ATTACHMENTS

[Employee Thank You -Williams.docx](#)

April 8, 2024

RESOLUTION

NO. 2024 - ____

By Councilmember: _____

WHEREAS, Angela J. Williams has elected to retire from her position as City Clerk for the City of Elmira effective March 28, 2024; and

WHEREAS, Angela J. Williams began working for the City of Elmira, on December 4, 2000; and

WHEREAS, Angela J. Williams has been a dedicated and conscientious employee for the City of Elmira for the past 23 years.

NOW, THEREFORE, be it

RESOLVED, that the Elmira City Council hereby extend its appreciation to Angela J. Williams for her services rendered to the City of Elmira and wishes her well in the future.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary:	Receive communication from the Corporation Counsel and act on resolution designating the City as lead agency pursuant to State Environmental Quality Review Act (SEQR), 6NYCRR, Part 617.6, that the proposed amendment to the City's Zoning Ordinance will not have an adverse impact on the environment and authorizing the City Manager to file a negative determination in accordance with SEQR Part 617.12.
Resolution Number:	2024-126
Sponsor:	Jackie Wilson

ATTACHMENTS

[resolution SEQR rezoning of 226 & 228 Home St amend rezoning 4.8.2024.doc](#)
[SEQR Form - Lot 226 & 228 Home St rezoning with map 4.8.2024.pdf](#)

April 8, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the Council's consideration of adoption of an Ordinance rezoning Tax Map Parcel No.'s 99.12-3-28 and 99.12-3-29, it is necessary for the Council to consider the environmental impact of the proposed Ordinance. The following resolution designates the City as the lead agency; determines that the Ordinance will not have an adverse impact on the environment, and directs that a negative declaration be filed.

Respectfully yours,

John J. Ryan, Jr.
Corporation Counsel

April 8, 2024

**RESOLUTION
NO. 2024 - ____**

By Councilmember _____:

RESOLVED, that the communication from the Corporation Counsel regarding the State Environmental Quality Review procedures pertaining to an Ordinance amending the City's Zoning Ordinance by rezoning Tax Map Parcel No.'s 99.12-3-28 and 99.12-3-29, 226 and 228 Home Street, respectively, be received and placed on file; and be it further

RESOLVED, that pursuant to the State Environmental Quality Review Act, 6NYCRR, Part 617.6, the City Council of the City of Elmira designates itself as the lead agency; and be it further

RESOLVED, that the City Council finds, based on the facts and information presented, that the proposed amendment to the City's Zoning Ordinance will not have an adverse impact on the environment; and be it further

RESOLVED, that the City Manager or his designee shall file a negative determination and that such determination shall be filed in accordance with SEQRA 6NYCRR, Part 617.12.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information							
City of Elmira, New York							
Name of Action or Project: Rezoning Tax Map Parcels 99.12-3-28 and 99.12-3-29							
Project Location (describe, and attach a location map): 226 Home Street and 228 Home Street							
Brief Description of Proposed Action: Rezone parcels from Residential to Light Industrial							
Name of Applicant or Sponsor: City of Elmira, New York		Telephone: 607-737-5644					
		E-Mail:					
Address: 317 East Church Street							
City/PO: Elmira		State: NY	Zip Code: 14901				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> </tr> </table>	NO	YES	☐	☒
NO	YES						
☐	☒						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
3.a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ 0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres							
4. Check all land uses that occur on, adjoining and near the proposed action. ☒ Urban ☐ Rural (non-agriculture) ☒ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____ ☐ Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO ☐	YES ☒	N/A ☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☒
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO ☐	YES ☐	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO ☒	YES ☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO ☒	YES ☐	
b. Are public transportation service(s) available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO ☐	YES ☒	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO ☐	YES ☒	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO ☐	YES ☒	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO ☒	YES ☐	
b. Is the proposed action located in an archeological sensitive area?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO ☒	YES ☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	☒	☐	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☒ Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO ☒	YES ☐	
16. Is the project site located in the 100 year flood plain?	NO ☒	YES ☐	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO ☒	YES ☐	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	☒	☐
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>P. Michael Collins, City Manager</u>		Date: <u>April</u> , 2024
Signature: _____		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
☒	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
City Council of the City of Elmira, New York	April, 2024
Name of Lead Agency	Date
Daniel J. Mandell, Jr.	Mayor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT

RATHBUN ST

HOWARD ST

HOME ST

HOWARD STREET

MID AV

PROPOSED CLOSING OF HOWARD STREET



Proposed Street Closing



City of Elmira Parcel



100

069

700

ERIE ST

661-663

204

206

208

614

203

205

207

211

618

215

651

653

230

232

21

225

233

235

231

703

226

228

232

659

704

706

708

017

235

709

750

750

Elmira City Council

Agenda Summary: Act on resolution approving the "Unreserved Fund Balance - Valuation Appropriation (Account A.391002)" with a present balance of \$283,072.00 be transferred to account titled "Unreserved Fund Balance - Unappropriated (Account A.391100)" and, following the transfer, Account A.391002 be closed.

Resolution Number: 2024-127

Sponsor: Joseph Duffy

ATTACHMENTS

[resolution unreserved fund balance valuation moved to unreserved fund balance unappropriated 4.8.2024.docx](#)

April 8, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

WHEREAS, the City’s Fund Balance consists of several funds, one of which is titled “Unreserved Fund Balance – Valuation Appropriation (Account A.391002)” with a current balance of \$283,072.00 and an account titled “Unreserved Fund Balance – Unappropriated (Account A.391100)”; and

WHEREAS, the City Chamberlain, with the concurrence of the City’s auditor, Inero & Co., CPAs, LLP, recommend that Account A.391002 be moved to “Unreserved Fund Balance – Unappropriated (Account A.391100)”; and

NOW, THEREFORE, BE IT

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve that the “Unreserved Fund Balance – Valuation Appropriation (Account A.391002)” with a present balance of \$283,072.00 be transferred to the account “Unreserved Fund Balance – Unappropriated (Account A.391100)” and, following the transfer, Account A.391002 be closed.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary: Receive communication from the City Manager and act on resolution establishing a six-hour standard work day for the six (6) elected City Councilmembers, reporting days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the Record of Activities maintained and submitted by the elected City Councilmembers to the City Clerk.

Resolution Number: 2024-128

Sponsor: Mayor Mandell

ATTACHMENTS

[resolution standard work day established for city councilmembers 4.8.2024.doc](#)

April 8, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmember:

The New York State and Local Employees' Retirement System (NYSLRS) has notified the City that as a result of an audit, the Retirement System has noted that City Councilmember positions do not have a standard work day on file as required by the System. The Retirement System requires the City to create a standard work day which must be six (6) hours for the six (6) City Councilmembers.

Attached is a form resolution requested by the Retirement System.

Respectfully yours,

P. Michael Collins
City Manager

April 8, 2024

RESOLUTION
No. 2024 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the City's adoption of a resolution establishing a standard work day as required by the New York State and Local Employee's Retirement System (NYSLRS) be received and placed on file; and be it further

RESOLVED, that the City of Elmira, New York by its City Council, Location code 20013, hereby establishes the following as standard work days for its elected City Councilmembers and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the clerk of this body:

<u>TITLE</u>	<u>STANDARD WORK DAY</u> (Hrs/day)
Councilmember First District	6
Councilmember Second District	6
Councilmember Third District	6
Councilmember Fourth District	6
Councilmember Fifth District	6
Councilmember Sixth District	6

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary:

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an agreement with the Elmira Housing Authority (EHA) whereby the City provides additional police patrol services for a period retroactively to April 1, 2024 through March 31, 2025 at a cost of \$53,312.76 paid by EHA to the City; said agreement subject to Corporation Counsel approval.

Resolution Number:

2024-129

Sponsor:

Joseph Duffy

ATTACHMENTS

[resolution elmira housing supp law enforcement coop agmt 2024-2025 4.8.2024.doc](#)

April 8, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

Pursuant to previous resolutions, since May 1, 1998, the City has entered into agreements with the Elmira Housing Authority (Housing Authority) to provide additional police services over and above the basic services rendered by the City. The most recent agreement expired on March 31, 2024. The Housing Authority has requested to enter into a new agreement with the City for a one-year period commencing retroactively from April 1, 2024 through March 31, 2025. The Housing Authority will pay the City the sum of \$53,312.76 for the additional police services.

The following resolution authorizes the Mayor to execute the agreement with the Elmira Housing Authority for said services.

Respectfully yours,

P. Michael Collins
City Manager

April 8, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the proposed contract with the Elmira Housing Authority through which the City would provide additional police patrol services to the Housing Authority, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an agreement with the Elmira Housing Authority whereby the City agrees to provide additional police patrol services over its baseline services to the Housing Authority for the period retroactively from April 1, 2024 through March 31, 2025 at a cost of \$53,312.76 paid by the Housing Authority to the City; said agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary:

Receive communication from the City Manager and act on resolution approving the extension of the contract for building janitorial services between the City and New York State Industries for the Disabled, Inc. (NYSID) for an additional one year retroactively to April 1, 2024 and expiring March 31, 2025 upon the same terms and conditions of the June 6, 2022 Agreement at a cost to the City of \$58,479.96, as set forth on the attached Request for Price Concurrence, and authorizing the Mayor to execute an extension/addendum of said Agreement; said addendum subject to Corporation Counsel approval.

Resolution Number:

2024-130

Sponsor:

Corey Cooke

ATTACHMENTS

[resolution NYSID janitorial option 2 or 4 one-year extension 4.1.2024-3.31.2025 4.8.2024.doc](#)
[2024-2025 price concurrence siged.pdf](#)

April 8, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Council Members:

Janitorial services for City Hall, the building located at 312 Lake and the DPW building on Linden Place are provided by New York State Industries for the Disabled, Inc. (NYSID). The City entered into an Agreement with NYSID on June 6, 2022, which Agreement provided for four (4) one-year options to renew. The Addendum to Agreement (Option #1 of #4) expired March 31, 2024. The Director of Buildings and Grounds recommends that the City renew/extend the janitorial services agreement for one additional year, effective retroactively to April 1, 2024 through March 31, 2025 (Option #2 of #4). A Request for Price Concurrence was provided March 20, 2024 for the 2024-2025 renewal term at a cost to the City in the amount of \$4,873.33/month and \$64.68 an hour for emergency services as needed, a copy of which is attached, providing the Agreement be renewed for up to one (1) additional year under the same terms and conditions contingent upon the Elmira City Council's approval.

The following resolution authorizes the extension of the contract and authorizes the Mayor to execute an Addendum to the June 6, 2022 Agreement.

Respectfully yours,

P. Michael Collins
City Manager

April 8, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the extension of the City's contract with New York State Industries for the Disabled, Inc. (NYSID) for building janitorial services, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve the extension of the contract between the City and NYSID for an additional one (1) year commencing retroactively to April 1, 2024 through March 31, 2025, upon the same terms and conditions of the June 6, 2022 Agreement at a cost to the City of \$58,479.96; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an extension/addendum of said agreement; said addendum to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	



Request for Price Concurrence

Date Sent: March 20, 2024
 Contracting Agency: City of Elmira
 Customer Contact: Tricia Wise
 Job Title: Purchasing Coordinator
 Street Address: 203 Lake Street, PO Box 588
 City, State Zip: Elmira, NY 14902-0588

**PLEASE UPDATE
INFORMATION IF
NEEDED**

Phone: 607-737-2917 Fax# _____ E-Mail: twise@chemungcountyny.gov;
ksullivan@cityofelmira.net
kcardi@cityofelmira.net

Member Agency: Chemung-Schuyler Counties Chapter, NYSARC, Inc. dba The Arc of Chemung-
 Service: Schuyler
 Location: City Hall: 317 E Church St Elmira, NY 14901, Public Works Bldg.: 840 Linden Place Elmira, NY 14901 & 312 Lake Street Elmira, NY 14901

Renewal Option 2 of 4, 4/1/2024-3/31/2025
 City Hall: \$2,652.27/month (\$2,570.78/month Regular + \$81.49/month Periodic)
 DPW: \$1,581.29/month (\$1,487.24/month Regular + \$94.05/month Periodic)
 312 Lake St: \$639.77/month (\$552.42/month Regular + \$87.35/month Periodic)
 Emergency Services: \$64.68/hr as needed
 Total: \$4,873.33/month, \$58,479.96/year
 Increases to Prevailing Wages and Benefits will be paid in accordance with the
 Prevailing Wage Schedule published by the NYS Department of Labor.

Proposed Price: _____
 If a Renewal, Current Contract # Contract#2023-92/PO#2023-00000248
 Proposed Term: Renewal Option 2 of 4, 4/1/2024-3/31/2025

This form is not a contract; it is only an acknowledgment of your concurrence to the above proposed price. If requested, a cost analysis can be provided for your review documenting proposed cost of service.

Please Note: All contracts with NYS Prevailing Wage Schedules issued on or after 8/1/2010 must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the annual NYS Department of Labor Published Prevailing Wage Schedules.

All contracts with NYC Prevailing Wage Schedules must contain escalation clauses for wages and supplemental benefits and other related costs dependent upon the NYC Comptrollers Published Prevailing Wage Schedule.

Contract Notes:

If you are in agreement with the proposed price, please sign this form as soon as possible and return by mail or fax. Upon receipt, NYSID will apply to the NYS Office of General Services for price approval if necessary. If you have any questions, please call NYSID Contract Administration at the number below. Please fax or mail to:

New York State Industries for the Disabled, Inc.
 ATTN: Erdile, Simon
 11 Columbia Circle Drive
 Albany, NY 12203-5156

E-mail: SErdile@nysid.org
 Phone: 518-463-9706
 Ext.: 248
 Fax: _____

NYSID Account Representative
 Werder, Margie

Authorized Signature: _____

Printed Name: _____

Job Title: _____

Date: _____

KYLE SULLIVAN
DIRECTOR OF BUILDINGS & GROUNDS
3/22/24

See attached documents in lieu of signed form

Agenda Summary:

Receive communication from the City Manager and act on resolution approving retention of LaBella Associates, DPC to provide professional services pertaining to improvements at the Centertown Parking Garage Phase II Project at a total contract price of \$62,180.00 and authorizing the Mayor to execute the professional services agreement, a copy of which is attached hereto; said agreement subject to Corporation Counsel approval.

Resolution Number:

2024-131

Sponsor:

Corey Cooke

ATTACHMENTS

[resolution professional services agmt labella centertown parking garage phase II project 4.8.2024.doc](#)
[LaBella Associates Professional Services Proposed Agmt.pdf](#)

April 8, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with Phase II of the Centertown Parking Garage Improvements Project, LaBella Associates, DPC (LaBella) has submitted a proposal to provide professional services regarding the parking garage. Its proposed fee for the services, including a formal condition report as required by the New York State, is \$62,180.00.

The following resolution approves the retention of LaBella to provide the necessary professional services.

Respectfully yours,

P. Michael Collins
City Manager

April 8, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the retention of LaBella Associates, DPC (LaBella) to provide professional services regarding the Centertown Parking Garage Improvement Phase II Project, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve a professional services agreement with LaBella pertaining to improvements at the Centertown Parking Garage at a total contract price of \$62,180.00; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute a professional services agreement with LaBella, a copy of which is attached hereto; said agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Professional Services Agreement

Agreement made the 27th day of February, 2024
between

LaBella Associates, D.P.C.
("LaBella")

and

City of Elmira
("Client")

for services related to the following Project:

Centertown Parking Garage Improvements, Phase II
101 W. Gray Street, Elmira NY 14901
("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated February 27, 2024, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;

- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement;
- Cyber insurance with policy limits of not less than \$5,000,000 and excess Cyber insurance with policy limits of not less than \$5,000,000;
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate; and
- Pollution liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate. Pollution liability coverage is only provided for professional services.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed \$50,000 or LaBella's total fee for services rendered on this Project, whichever is greater.

LaBella Associates, D.P.C.

By: _____

Name _____

Title _____

Date: _____

City of Elmira

By: _____

Name Daniel J. Mandell, Jr.

Title Mayor

Date April, 2024

Resolution No. 2024 - _____

Exhibit A

LaBella's Proposal



March 22, 2024

Andrew Avery, PE
Public Works Commissioner
Chemung County DPW
803 Chemung Street
Horseheads, NY 14845

**RE: Centertown Parking Garage Improvements, Phase II
LaBella Fee Proposal No. P2305601**

Dear Andy,

LaBella Associates is pleased to submit this fee proposal to the City of Elmira (City) for the **Centertown Parking Garage Improvement Project**. We have established our partnership with parking restoration expert, Fishbeck (see attached subconsultant proposal). Our team is confident that we will conduct a thorough analysis and develop concepts and strategies that will be of value to the City.

Project Manager, Matthew McCarty, PE, will draw upon his past experiences parking garages and structural concrete renovation projects to successfully complete this project. He will work closely with the City to direct our team and will oversee the tasks throughout the project process. We are confident our knowledgeable and experienced staff and subconsultants will allow us to meet the requirements to make this project successful.

PROJECT APPROACH

It is LaBella's understanding that the City is looking to do immediate structural repairs to the existing precast concrete garage to ensure its safety and increase its longevity. We propose to do this in phases, whereas the initial phase will be an assessment of the level and quantity of repair by doing a field inspection. The findings of this inspection will allow us to prioritize the level of repairs and coordinate with the City for the final scope in order to create a set of future construction documents for bidding purposes.

Please note, this proposal is for the initial phase only as the extent of design and construction drawing effort will better be quantified once the field assessment is complete. An additional proposal will be provided to include construction documents, bidding, and construction services, once the assessment and analysis is complete.

Initial Scope

1. Coordination and Research –

- Review available record documents.
- Owner and client meeting coordination, including onsite personnel as required.
- Establish communication and guideline protocol describing our field visit intent and making sure it agrees with the City's requirements. *(see Fishbeck proposal attached)*.



2. Field Investigation –

- On site visit to field verify repair locations, take measurements, and review options. *(See Fishbeck proposal attached).*

3. Analysis and Reporting –

- Prepare findings for coordination with the City on prioritizing repair work required. This includes a cover letter, repair plan/cost table, and photo logs. *(see Fishbeck proposal attached).*

4. Additional Service No. 1 – Formal Report

- Develop findings into a final formal report if desired. *(see Fishbeck proposal attached).*

5. Architectural Conceptual Design –

- Prepare aesthetic improvement options to the City for review and consideration *(see Fishbeck proposal attached).*

Construction Documents, Bidding, Construction (future proposal - *not included in this fee proposal*)

1. Repair Design Documents –

- Provide 60% and 90% draft and final issued for construction documents for the immediate repair locations.
- Provide technical specifications required for the repair work.
- Update documents for City's review comments.

2. Permitting, Bid, and Construction Support Services –

- Assist in permitting and bidding.
- Provide Statement of Special Inspections.
- Prepare RFI responses for bidder and contractor questions.
- Review contractor submittals.
- Virtually attend pre-installation and regular progress meetings.
- Provide record drawings (as-builts).
- Allow for two site visits during construction and after to review compliance and provide design compliance certification.

Schedule and Fee

The scope of work described in this proposal can commence within three (3) weeks of approval of this proposal *(see attached subconsultant proposal)*. If the schedule does not meet the project needs, we would be happy to discuss it with the City.

LaBella Associates, D.P.C. and Fishbeck will provide professional engineering services for the items listed above in the "Scope of Services" for a **Not-to-Exceed Fees of \$53,680 without the formal report and \$62,180 with the formal report**. See the task breakdown below.



Task	LaBella Fee	Fishbeck Fee	Task Total
Task 1-3: Project Review	\$14,880	\$23,300	\$38,180
Task 4: Additional Service No. 1	\$3,000	\$5,500	\$8,500
Task 5: Architectural Concepts		\$15,000	\$15,000
Subtotal (Lump Sum Fee)	\$17,880	\$43,800	
Reimbursable Expenses Allowance	\$500	included	\$500
Contract Total w/o Added Service	\$15,380	\$38,300	\$53,680
Contract Total w/Added Service	\$18,380	\$43,800	\$62,180

If you have any questions about our qualifications or require additional information, please contact Matthew McCarty directly at (607) 882-0641, or e-mail at mmccarty@labellapc.com. LaBella looks forward to continuing our relationship with the City through this opportunity.

Respectfully submitted,

LaBella Associates

Matthew McCarty, PE
Project Manager

December 12, 2023

Andrew Karlson, PE
 Senior Structural Engineer
 LaBella Associates
 300 State Street, Suite 201
 Rochester, NY 14614
 Email: AKarlson@LaBellaPC.com

**Proposal for Professional Structural Restoration Engineering Services
 City of Elmira – Centertown Parking Garage Repairs 2023 – Condition Assessment
 Elmira, NY**

Fishbeck is pleased to provide this proposal to perform a condition assessment of the Centertown Parking Garage in Elmira, New York. The following proposal details the scope of services and associated fees required to perform the referenced condition assessment. This proposal does not include scope of services related to repair documents preparation (design phase) or construction phase services. Repairs identified during the assessment, along with improvements identified by the City of Elmira, will be prioritized to establish the project scope. Fishbeck can then provide a separate proposal for design and construction phase services for the selected repairs and improvements.

Project Understanding

The City of Elmira (Owner) continues renovation of the 45-year-old, 735 car capacity, Centertown public parking garage to create a safer and more attractive parking structure serving tourists and residents visiting downtown businesses or attending events. The project consists of assessment, design, and construction of the repairs and improvements.

Scope of Services

Fishbeck proposes to provide the following scope of services as a subconsultant to LaBella Associates.

Coordination

1. Participate in an introductory “virtual” meeting (project kickoff) with representatives from the City of Elmira and LaBella Associates to review the project objectives, including scope, deliverables, and schedule. An in-person meeting could be coordinated with our field investigation visit.
2. Identify the project team and establish standard communication procedures for the project.
3. Establish guidelines for the field investigation to minimize interferences with parking operations.

Research

1. Review existing parking structure documents, including original design drawings, previous engineering reports and 5-year repair plans, previous repair documents, etc.
2. Interview onsite personnel to help understand the history of the parking structure, if available.

Field Investigation

1. Perform a visual review of structural concrete elements to locate and quantify areas of deterioration.
2. Perform a chain drag (mechanical sounding) of representative areas at the supported slab to identify deterioration due to corrosion of steel reinforcement and to estimate the quantity of slab repairs required.
3. Review the effectiveness and remaining service life of joint sealants, expansion joints, traffic coatings, and other waterproofing elements.
4. Provide a visual review of other components and systems to identify the general condition, including:
 - a. Architectural systems, hardware, and components, such as perimeter barriers, railings, paint, doors, etc.
 - b. Stair towers for signs of deterioration.
 - c. Façade elements, such as precast concrete/masonry panels, vehicle restraint systems, etc.
 - d. Floor drains and associated piping.
 - e. Floor slab drainage, including slope and ponding within the facility.
 - f. Exposed electrical conduit and light fixtures.
 - g. Exposed plumbing piping and floor drains.
5. Review the performance of previous repairs, including waterproofing items still under warranty, as applicable.
6. Fishbeck will notify LaBella Associates and the City of Elmira of any critical findings that present a safety concern or require immediate attention.
7. Material testing and specialty inspections are not included in this proposal but may be recommended after completing field investigations to further assess the condition of the structure. Material testing and specialty inspections can be performed as an additional service under a separate proposal and contract amendment.

Analysis and Reporting

1. Prepare an itemized probable construction cost table (spreadsheet) summarizing our recommendations based on our research and field investigation. The cost table will include estimated quantities and unit rates for each recommended repair, preventative maintenance, and optional item.
2. Prioritize repair recommendations to match currently available repairs budget or distribute repair items into a multi-year repair approach, if necessary.
3. Provide photographs of typical failures and deteriorations.
4. Meet (virtually) with LaBella Associates and the City of Elmira to review findings and recommendations.
5. Deliverables include a cover letter, repair plan/construction cost table (spreadsheet), and photologs. Please note that this deliverable does not constitute the drawings, details, and technical specifications for construction, but rather is a planning document for developing an appropriate schedule, design approach, and execution plan for the work.

Optional Additional Service No. 1 – Formal Report

1. Prepare a formal report summarizing our findings, analysis, and recommendations based on our research and field investigation for the parking structure.
2. A digital draft report will be provided for review with a digital final report to follow, incorporating all review comments.
3. Please note that this report does not constitute the drawings, details, or specifications for construction, but rather is a planning document for developing an appropriate schedule, design approach, and execution plan for the work.

Architectural Conceptual Design

1. Fishbeck will engage with stakeholders to gain a deeper understanding of the aesthetics goals for the project.
2. Fishbeck will assemble and present relevant benchmarking examples aligning with the project objectives.

3. Utilizing this information, and considering stakeholder feedback, Fishbeck will create design options for review. To assist in comparing the options, Fishbeck will provide a rough order or magnitude estimate of probable construction cost for each option.
4. Final deliverables for this task may include a narrative description of the selected option, supporting information as required to help communicate the design concept (such as product data), an estimate of probable cost, and a visual representation (such as a 3D rendering) of the selected design.
5. This task would be performed on an hourly basis as directed by the City of Elmira and LaBella.

Anticipated Project Schedule

We anticipate completing the field investigation in January 2024, subject to formal notice to proceed date. The repair plan/construction cost table with our recommendations will be provided within six weeks after the completion of the field investigation.

An additional four weeks would be required for the Optional Additional Service No. 1 – Formal Report.

Fishbeck Team

- Josh Rozeboom, PE – Principal in Charge
- Greg Ehmke, PE – Project Manager
- Jeannette Grzeskowiak – Restoration Engineer
- Tim Meyer – Restoration Specialist
- Dan Brown – CAD Technician
- Ingy El-Hennawy, AIA – Senior Architect

Professional Services Fees

We propose to provide the referenced basic scope of services for a fixed, lump sum fee of Twenty-Three Thousand Three Hundred Dollars (\$23,300). Travel expenses for the condition assessment are included in our proposed fee.

For the Aesthetics/Architectural Conceptual Design, we propose to invoice on an hourly basis for actual effort expended with total amount not-to-exceed Fifteen Thousand Dollars (\$15,000). Expenses for this task are not anticipated, but if incurred would be invoiced at cost plus 10%.

Scope of Services	Fee
Condition Assessment with Repair Plan/Construction Cost Table (spreadsheet) and Photolog (<i>invoiced as a fixed, lump sum fee, inclusive of all expenses</i>)	\$23,300
Architectural Conceptual Design, including narrative, supporting information, planning level cost estimate, and visual representation or other services upon request (<i>invoiced hourly, not-to-exceed</i>)	\$15,000

Additional fixed, lump sum fees for optional services are as follows:

Optional Services	Fee
Option 1 – Formal Report (<i>invoiced as fixed, lump sum fee</i>)	\$ 5,500

Andrew Karlson
December 12, 2023

Fishbeck | Page 4

Authorization

We anticipate that this proposal will be made subject to the Terms and Conditions of LaBella's subconsultant agreement similar to our previous work together. We appreciate the opportunity to offer our services and collaborate with you on this project. If you have any questions or require additional information, please contact me at 269.998.6035 or jrozeboom@fishbeck.com.

Sincerely,



Joshua A. Rozeboom, PE

Vice President – Parking and Restoration

By email

Copy: Fishbeck – Greg Ehmke, Fabio Serrato

Exhibit B

Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella

for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right

accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

Agenda Summary:	Receive communication from the City Manager and act on resolution awarding a contract to Edger Enterprises of Elmira, Inc., the lowest responsible bidder meeting all bid specifications, for RFB-305 Dunn Field Repairs Project with the base bid in the amount of \$1,094,000.00, a copy of the bid summary is attached hereto, and authorizing the Mayor the execute all documents necessary to effect this award; said documents subject to Corporation Counsel approval.
Resolution Number:	2024-132
Sponsor:	Jackie Wilson

ATTACHMENTS

[resolution bid award dunn field repairs edger enterprises agmt 4.8.2024.docx](#)
[bid summary dunn field repair project 4.8.2024.pdf](#)

April 8, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

In conjunction with the City's Bid for RFB-305 Dunn Field Repair Project, bids were opened on March 21, 2024. Director of Buildings and Grounds, Kyle Sullivan, and City Engineering Consultant, Hunt Engineers Architects, Land Surveyors and Landscape Architect, DPC, recommend awarding this contract to Edger Enterprises of Elmira, Inc., the lowest responsible bidder meeting all bid specifications with a base bid of \$1,094,000.00 for the Project. A copy of the bid tab is attached hereto.

The following resolution awards the contract to Edger Enterprises of Elmira, Inc.

Respectfully yours,

P. Michael Collins
City Manager

April 8, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding the award of a contract to Edger Enterprises of Elmira, Inc. for RFB-305 Dunn Field Repairs Project, be received and placed on file; and be it further

RESOLVED, the City Council of the City of Elmira, York hereby accepts the bid of and awards the contract to Edger Enterprises of Elmira, Inc. as recommended by Buildings and Grounds Director Kyle Sullivan and City Consulting Engineer, Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC, with the base bid in the amount of \$1,094,000.00; said bidder being the lowest bidder meeting bid specifications; and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign such documents as necessary to effect this award; said documents subject to the approval of Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

CHEMUNG COUNTY-CITY OF ELMIRA PURCHASING DEPARTMENT

RFB-305 Dun Field Repairs

Bid Opening: March 21, 2024

Bidders	Edger Enterprises Inc *	Streeter Associates
Surety	Bid Bond	Bid Bond
Addendums #1 & 2	Received	Received
Total Gross Sum bid	1,094,000.00	1,217,000.00

* missing notary on sexual harassment form

Agenda Summary:

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an intermunicipal agreement between the Town of Catlin and the City whereby the City's Animal Control Department will provide animal control services as needed in accordance with Articles 7 and 26 of the Agriculture and Markets Law commencing May 1, 2024 through April 30, 2025, at an annual cost of \$9,792.00 to be paid by the Town; said agreement subject to Corporation Counsel approval.

Resolution Number:

2024-133

Sponsor:

Nan Moss

ATTACHMENTS

[resolution Catlin animal control services 2024-2025 agmt 4.8.2024.doc](#)

April 8, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Town of Catlin wishes to enter into another Intermunicipal Agreement with the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's Animal Control Department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Catlin. In addition, the Town has requested the City Animal Control Department to provide housing for Town dogs brought to the City. The Town has agreed to pay the City the annual amount of \$9,792.00 for these services commencing May 1, 2024 and expiring April 30, 2025.

The following resolution authorizes the Mayor to execute an Intermunicipal Agreement with the Town of Catlin for animal control services.

Respectfully yours,

P. Michael Collins
City Manager

April 8, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding an Intermunicipal Agreement with the Town of Catlin whereby the City of Elmira will provide animal control services to the Town, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an Intermunicipal Agreement between the Town of Catlin and the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's Animal Control Department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Catlin; said services shall be at a cost of \$9,792.00 annually to be paid by the Town of Catlin in monthly installments of \$816.00 commencing May 1, 2024 and expiring on April 30, 2025; said Agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary:

Receive communication from the City Manager and act on resolution authorizing the Mayor to execute an intermunicipal agreement between the Town of Ashland and the City whereby the City's Animal Control Department will provide animal control services as needed in accordance with Articles 7 and 26 of the Agriculture and Markets Law commencing May 1, 2024 through April 30, 2025, at an annual cost of \$6,471.49 to be paid by the Town; said agreement subject to Corporation Counsel approval.

Resolution Number:

2024-134

Sponsor:

Joseph Duffy

ATTACHMENTS

[resolution Ashland animal control services 2024-2025 agmt 4.8.2024.doc](#)

April 8, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Town of Ashland wishes to enter into another Intermunicipal Agreement with the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's Animal Control Department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Ashland. In addition, the Town has requested the City Animal Control Department to provide housing for Town dogs brought to the City. The Town has agreed to pay the City the annual amount of \$6,471.49 for these services commencing May 1, 2024 and expiring April 30, 2025.

The following resolution authorizes the Mayor to execute an Intermunicipal Agreement with the Town of Ashland for animal control services.

Respectfully yours,

P. Michael Collins
City Manager

April 8, 2024

RESOLUTION
NO. 2024 - _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager regarding an Intermunicipal Agreement with the Town of Ashland whereby the City of Elmira will provide animal control services to the Town, be received and placed on file; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute an Intermunicipal Agreement between the Town of Ashland and the City of Elmira pursuant to General Municipal Law Section 119-o whereby the City's Animal Control Department will provide animal control services as needed in accordance with the enforcement of Articles 7 and 26 of the Agriculture and Markets Law, and local laws of the Town of Ashland; said services shall be at a cost of \$6,471.49 annually to be paid by the Town of Ashland in monthly installments of \$539.29 commencing May 1, 2024 and expiring on April 30, 2025; said Agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary:	Receive communication from the City Manager and act on resolution approving a four-month intermunicipal shared services agreement with the Town of Erin for the City's Assistant Code Enforcement Officer to provide certain inspection services to the Town for the term May 1, 2024 through September 1, 2024 at a cost to the Town of \$2,400.00 and authorizing the Mayor to execute the agreement; said agreement subject to Corporation Counsel approval.
Resolution Number:	2024-135
Sponsor:	Mayor Mandell

ATTACHMENTS

[resolution town of erin & city 4-month code enforcement agmt 2024 4.8.2024.docx](#)

April 8, 2024

FOR THE AGENDA
COMMUNICATION

To the Honorable Mayor and Council

Dear Councilmembers:

The Town of Erin's Assistant Code Enforcement Officer position was eliminated as of January 31, 2019. Since 2020, the City has entered into an intermunicipal agreement with the Town wherein the City's Assistant Code Enforcement officer shall conduct property maintenance/junk and debris inspections for six (6) hours each week for the time period from May 1 to September 1. That agreement expired September 1, 2023. The Town desires to renew the four-month agreement with the City commencing from May 1, 2024 and expiring September 1, 2024. The Town will pay the City \$2,400.00 for these services.

The following Resolution approves the agreement between the City and the Town and authorizes the Mayor to execute the four-month agreement.

Respectfully yours,

P. Michael Collins
City Manager

April 8, 2024

RESOLUTION
NO. 2024 – _____

By Councilmember _____:

RESOLVED, that the communication from the City Manager for a four-month intermunicipal shared services agreement between the Town of Erin (Town) and the City for the City’s Assistant Code Enforcement Officer to provide certain inspection services to the Town, be received and placed on file; and be it further

RESOLVED, that the City Council of the City of Elmira, New York does hereby approve a four-month agreement with the Town for the term May 1, 2024 through September 1, 2024 at a cost to the Town of \$2,400.00; and be it further

RESOLVED, that the Mayor be and is hereby authorized to sign the agreement; said agreement to be subject to the approval of the Corporation Counsel.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Agenda Summary: Act on Lead Hazard Reduction Grant Program Audit.

Resolution Number: 2024-136

Sponsor: Gary Brinn

ATTACHMENTS

[04-08-2024 audit \(LEAD\).doc](#)

April 8, 2024

CITY OF ELMIRA
COMMUNITY DEVELOPMENT- LEAD Hazard Reduction Grant
RESOLUTION NO. 2024-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$5,407.04** are hereby audited for payment for the LEAD Hazard Reduction Grant, April 8, 2024.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Acct. Name	Payee	Item	Amount
Payroll Expenses	Payroll	Payroll to be reimbursed to CDBG- not to exceed	\$ 2,900.00
Relocation Expenses	City Chamberlain	VISA cards	\$ 895.85
Mileage	See attachment for additional information	See attachment for additional information	\$ 443.39
Telephone	City Chamberlain	invoice # 2024-12	\$ 62.48
Recording Fee	Chemung County Clerk	See attachment for additional information	\$ 5.00
Contingencies	City Chamberlain	Office Supplies	\$ 500.32
Environmental Clearance	Eco-Testing Services LLC	invoice # 1678 and 1677	\$ 600.00
		TOTAL	\$ 5,407.04

Elmira City Council

Agenda Summary: Act on Community Development Block Grant Program Audit.

Resolution Number: 2024-137

Sponsor: Nan Moss

ATTACHMENTS

[04-08-2024 audit \(CDBG;HOME\).docx](#)

April 08, 2024

CITY OF ELMIRA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
RESOLUTION NO. 2024-_____

Councilmember _____

RESOLVED, that the bills in the amount of **\$47,313.47** they are hereby audited for payment for the Community Development Block Grant, April 8, 2024.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Acct. Name	Payee	Item	Amount
Rehab- Payroll Admin- Payroll	Payroll	Payroll not to exceed	\$19,000.00
Recording Fee	Chemung County Clerk	See attachment for additional information	\$125.50
CDBG Grant	Ben Miller Contracting	See attachment for additional information	\$24,550.00
Telephone	City Chamberlain	invoice # 2024-13	\$62.48
Health Insurance	City Chamberlain	invoice # 2024-04	\$3,575.49
		TOTAL	\$47,313.47

Agenda Summary: Act on Audit.

Resolution Number: 2024-138

Sponsor: Joseph Duffy

ATTACHMENTS

[Cover Sheet.pdf](#)

[Backup Part 1.pdf](#)

[Backup Part 2.pdf](#)

DATE: April 8th, 2024

TO: THE HONORABLE MAYOR AND COUNCIL

FROM: CHARMAIN CATTAN, CITY CHAMBERLAIN

I hereby present to you for examination and audit the following lists. These lists and the supporting vouchers and payrolls have been examined by the departments concerned and have been certified by them to me. An examination of these claims has been made by the Chamberlain's office for the purpose of ascertaining that the prerequisites to the audit have been complied with.

CURRENT BUDGET FUNDS:	\$137,796.88
CAPITAL FUNDS:	\$108,294.47
COMMUNITY DEVELOPMENT;	\$0.00
TRUST & AGENCY FUNDS:	\$0.00
SELF INSURANCE FUNDS:	\$0.00

TOTAL PER ATTACHED COMPUTER LIST:	\$246,091.35
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OTHER PAYMENTS:

PAYROLLS W/E April 7th, 2024	\$850,000.00
HAND CHECKS-THRU MACHINE-LISTINGS ATTACHED	\$18,349.89
CAPITAL HAND CHECKS	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

TOTAL OTHER PAYMENTS:	\$868,349.89
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GRAND TOTAL PAYMENTS:	\$1,114,441.24
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RESOLUTION NO. 2024-

By Councilmember _____

RESOLVED, that the bills and the payrolls in the amount of \$1,114,441.24
be and they hereby are audited and approved for payment,
when in funds.

ADOPTED BY THE FOLLOWING VOTE:

AYES-----	-----NAYS
_____ COUNCILMEMBER MOSS	_____
_____ COUNCILMEMBER WILSON	_____
_____ COUNCILMEMBER COOKE	_____
_____ COUNCILMEMBER BRINN	_____
_____ COUNCILMEMBER GRASSO	_____
_____ COUNCILMEMBER DUFFY	_____
_____ MAYOR MANDELL	_____

=====

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 04/08/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	04/08/2024	204516	Accounts Payable	Allied Spring Works		1,757.44
	Invoice		Date	Description	Check Sort Code	Amount
		833	03/22/2024	Equipment Service		1,757.44
Check	04/08/2024	204517	Accounts Payable	AMAZON CAPITAL SERVICES INC		475.42
	Invoice		Date	Description	Check Sort Code	Amount
		1K6G-CF4V-9X7G	03/26/2024	2024 BLANKET PO PGB1989		66.64
		113VG67YYXK1	03/23/2024	BLANKET FOR HARDWARE & TOOLS		408.78
Check	04/08/2024	204518	Accounts Payable	Auto Zone		506.20
	Invoice		Date	Description	Check Sort Code	Amount
		2950904558+	03/22/2024	Automotive Parts RES # 22-241 RFP211201 (PGB-270)		506.20
Check	04/08/2024	204519	Accounts Payable	BAILEY, JOHNSON & PECK, PC		3,066.00
	Invoice		Date	Description	Check Sort Code	Amount
		12230	03/26/2024	JEREMY COMFORT V. CITY OF ELMIRA		2,119.50
		12295	03/26/2024	JEREMY COMFORT V. CITY OF ELMIRA		946.50
Check	04/08/2024	204520	Accounts Payable	BRYAN J MAGGS LAW OFFICES, PLLC		10,201.17
	Invoice		Date	Description	Check Sort Code	Amount
		3275	03/26/2024	MURPHY/CAMILI V. ELMIRA		2,534.50
		3274	03/26/2024	MURPHY V. CAMPANELLA		5,091.67
		3279	03/26/2024	NICKENS V. ELMIRA		35.00
		3281	03/26/2024	ALVERNAZ V. ELMIRA		2,225.00
		3282	03/26/2024	DRISCOLL V. ELMIRA		315.00
Check	04/08/2024	204521	Accounts Payable	BULKHEAD HARDWARE COMPANY, INC.		63.98
	Invoice		Date	Description	Check Sort Code	Amount
		367746	03/13/2024	BLANKET FOR SUPPLIES AND MATERIALS		63.98
Check	04/08/2024	204522	Accounts Payable	CHAMPION FASTENERS		589.10
	Invoice		Date	Description	Check Sort Code	Amount
		93928	03/12/2024	Equipment Service		305.70
		94005	03/14/2024	Equipment Service		135.00
		93658+	02/26/2024	BLANKET FOR PARTS & SUPPLIES		148.40
Check	04/08/2024	204523	Accounts Payable	CHEMUNG COUNTY CHAMBER OF COMMERCE		560.00
	Invoice		Date	Description	Check Sort Code	Amount
		53501	03/26/2024	2024 ANNUAL ECONOMIC FORUM		560.00
Check	04/08/2024	204524	Accounts Payable	CHEMUNG COUNTY TRANSFER		32,581.32
	Invoice		Date	Description	Check Sort Code	Amount
		138885+	03/01/2024	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE		18,079.07
		138966+	03/18/2024	GARBAGE COLLECTION FEES- ELMIRA & HERITAGE		10,260.87
		138887+	03/01/2024	GARBAGE COLLECTION FEES- ELM HEIGHTS		1,108.82
		138968 TI 39	03/18/2024	GARBAGE COLLECTION FEES- ELM HEIGHTS		528.10
		138967	03/26/2024	CUST#TI-00038 1		1,258.42
		138922	03/26/2024	CUST#TI-00038 1		1,346.04
Check	04/08/2024	204525	Accounts Payable	CHEMUNG SUPPLY CORPORATION		2,537.94

	Invoice	Date	Description	Check Sort Code	Amount
	29128	03/13/2024	SUPPLIES AND MATERIALS		2,537.94
Check	04/08/2024	204526	Accounts Payable City Line Collision		3,972.06
	Invoice	Date	Description	Check Sort Code	Amount
	2398	03/26/2024	MVA - W 1ST STREET - CODE PICKUP		3,972.06
Check	04/08/2024	204527	Accounts Payable CITY OF ELMIRA		7.87
	Invoice	Date	Description	Check Sort Code	Amount
	2024-00000002	03/26/2024	CITY TAXES		7.87
Check	04/08/2024	204528	Accounts Payable COOK BROTHERS		14.88
	Invoice	Date	Description	Check Sort Code	Amount
	2075199	03/07/2024	Automotive Parts		14.88
Check	04/08/2024	204529	Accounts Payable CURREN HARDWARE & FEED		49.72
	Invoice	Date	Description	Check Sort Code	Amount
	87832, 87853	03/08/2024	BLANKET FOR HARDWARE & PARTS		26.97
	87781	03/14/2024	PARTS, HARDWARE, TOOLS		11.98
	87946	03/22/2024	PARTS, HARDWARE, TOOLS		7.99
	87927	03/26/2024	SO TIER SENTRY Blanket PO		2.78
Check	04/08/2024	204530	Accounts Payable DAVIS ULMER		939.00
	Invoice	Date	Description	Check Sort Code	Amount
	1052-F254001	03/14/2024	SPRINKLER SERVICE DPW		939.00
Check	04/08/2024	204531	Accounts Payable FERRARIO FORD LINCOLN MERCURY		59.67
	Invoice	Date	Description	Check Sort Code	Amount
	67630	03/12/2024	Automotive Parts		59.67
Check	04/08/2024	204532	Accounts Payable GOODYEAR		1,460.00
	Invoice	Date	Description	Check Sort Code	Amount
	41286	03/14/2024	Automotive Parts		1,460.00
Check	04/08/2024	204533	Accounts Payable GRAINGER		282.60
	Invoice	Date	Description	Check Sort Code	Amount
	9049329213	03/12/2024	Automotive Parts		282.60
Check	04/08/2024	204534	Accounts Payable H. STRAUSS, INC.		75.00
	Invoice	Date	Description	Check Sort Code	Amount
	431027	03/26/2024	H. STRAUSS Blanket PO		75.00
Check	04/08/2024	204535	Accounts Payable HESSELSON'S		139.99
	Invoice	Date	Description	Check Sort Code	Amount
	25927-CLARK	03/08/2024	BOOT ALLOWANCE CSEA		139.99
Check	04/08/2024	204536	Accounts Payable HORSEHEADS DO-IT CENTER		66.22
	Invoice	Date	Description	Check Sort Code	Amount
	388559	03/18/2024	Small equipment		66.22
Check	04/08/2024	204537	Accounts Payable Horseheads Printing		338.00
	Invoice	Date	Description	Check Sort Code	Amount
	31285	03/26/2024	2,500 #10 window envelopes		338.00
Check	04/08/2024	204538	Accounts Payable I. D. BOOTH, INC.		6,960.52
	Invoice	Date	Description	Check Sort Code	Amount
	S1652979	03/13/2024	Automotive Parts		96.16
	S1662178.001	03/26/2024	BOOTH Electrical Supplies BPO		39.36
	S1610947.001	03/26/2024	12/14/23 MVA E. CHURCH & JUDSON STS		6,825.00
Check	04/08/2024	204539	Accounts Payable JAMES J TURCSIK, JR.		2,500.00
	Invoice	Date	Description	Check Sort Code	Amount
	W/E 4/14/24	03/26/2024	PER CONTRACT		2,500.00
Check	04/08/2024	204540	Accounts Payable JOHN'S EQUIPMENT RENTAL		72.00
	Invoice	Date	Description	Check Sort Code	Amount
	68836	03/15/2024	Equipment Service		72.00
Check	04/08/2024	204541	Accounts Payable KELLEY BROTHERS		171.25

	Invoice	Date	Description	Check Sort Code	Amount
	7-2435932	03/12/2024	BLANKET FOR LOCKS, KEYS, DOOR PARTS		171.25
Check	04/08/2024	204542	Accounts Payable LAZ PARKING MGMT.LTD		7,461.53
	Invoice	Date	Description	Check Sort Code	Amount
	SI1008193	03/26/2024	FEBRUARY 2024		7,461.53
Check	04/08/2024	204543	Accounts Payable LINDSEY LAWN & GARDEN, INC.		484.89
	Invoice	Date	Description	Check Sort Code	Amount
	1014863	03/07/2024	Automotive Parts		484.89
Check	04/08/2024	204544	Accounts Payable LOWE'S COMPANIES, INC.		157.52
	Invoice	Date	Description	Check Sort Code	Amount
	73581	03/11/2024	BLANKET FOR GOLF COURSE SUPPLIES & TOOLS		151.82
	83966	03/15/2024	BLANKET FOR BUILDING SUPPLIES		5.70
Check	04/08/2024	204545	Accounts Payable MCCARTHY TIRE SERVICE		6,303.68
	Invoice	Date	Description	Check Sort Code	Amount
	35-68592+	03/11/2024	Automotive - Tires		6,303.68
Check	04/08/2024	204546	Accounts Payable MEDICAL WAREHOUSE		316.92
	Invoice	Date	Description	Check Sort Code	Amount
	227100&227099	03/26/2024	MEDICAL WAREHOUSE Medical Supplies BPO		316.92
Check	04/08/2024	204547	Accounts Payable MOTOROLA SOLUTIONS		6,720.00
	Invoice	Date	Description	Check Sort Code	Amount
	1187113660	03/26/2024	BATTERIES		6,720.00
Check	04/08/2024	204548	Accounts Payable MTE		632.03
	Invoice	Date	Description	Check Sort Code	Amount
	01-384496+	01/09/2024	Automotive Parts		632.03
Check	04/08/2024	204549	Accounts Payable NAPAAUTO PARTS		3,445.48
	Invoice	Date	Description	Check Sort Code	Amount
	6718-116279	03/11/2024	Automotive Parts		49.98
	6718115999+	03/06/2024	Automotive Parts PGB# 2349 RES # 20-452		3,395.50
Check	04/08/2024	204550	Accounts Payable NORTHEAST SIGNAL		2,304.00
	Invoice	Date	Description	Check Sort Code	Amount
	NB8	03/01/2024	TRAFFIC HEADS COMPLETE WITH LED'S & VISORS		2,304.00
Check	04/08/2024	204551	Accounts Payable NRG BUSINESS MARKETING		8,251.31
	Invoice	Date	Description	Check Sort Code	Amount
	HS44147683	03/26/2024	ACCT#692586-3081		8,251.31
Check	04/08/2024	204552	Accounts Payable PARACO CORP/HERITAGE FLAG & SUPPLY		825.00
	Invoice	Date	Description	Check Sort Code	Amount
	31923-1	03/19/2024	BLANKET PO FOR FLAGS		825.00
Check	04/08/2024	204553	Accounts Payable PEOPLEREADY INC		5,845.36
	Invoice	Date	Description	Check Sort Code	Amount
	28591358	03/19/2024	TEMP SERVICES		2,381.45
	28598040	03/26/2024	TEMP SERVICES		3,463.91
Check	04/08/2024	204554	Accounts Payable PERRY & CARROLL, INC.		6,599.64
	Invoice	Date	Description	Check Sort Code	Amount
	12476	03/26/2024	POLICY#L362100114		2,433.64
	12472	03/26/2024	POLICY #79933U244ALI		4,166.00
Check	04/08/2024	204555	Accounts Payable PITNEY BOWES		54.00
	Invoice	Date	Description	Check Sort Code	Amount
	1024969434	03/26/2024	ACCT#0015532822		54.00
Check	04/08/2024	204556	Accounts Payable POINT SPRING & DRIVESHAFT CO.		739.02
	Invoice	Date	Description	Check Sort Code	Amount
	22009+	03/07/2024	Automotive Parts RFB- 2077R		739.02

Check	04/08/2024	204557	Accounts Payable	POSTLER & JAECKLE		220.00
	Invoice		Date	Description	Check Sort Code	Amount
		2926218	03/05/2024	RADIATOR LEAK		220.00
Check	04/08/2024	204558	Accounts Payable	PUMP IRRIGATION TECHNOLOGIES, INC.		2,150.00
	Invoice		Date	Description	Check Sort Code	Amount
		7939	03/18/2024	2024 PREVENTATIVE MAINTENANCE PROGRAM		2,150.00
Check	04/08/2024	204559	Accounts Payable	Quick Attach Attachments, LLC		1,437.55
	Invoice		Date	Description	Check Sort Code	Amount
		2180762	03/14/2024	Automotive Parts		1,437.55
Check	04/08/2024	204560	Accounts Payable	R & R PRODUCTS, INC.		1,840.25
	Invoice		Date	Description	Check Sort Code	Amount
		2881928	03/08/2024	BLANKET FOR GOLF COURSE SUPPLIES		769.55
		cd2886452	03/20/2024	BLANKET FOR GOLF COURSE SUPPLIES		1,070.70
Check	04/08/2024	204561	Accounts Payable	REGIONAL INTERNATIONAL		808.35
	Invoice		Date	Description	Check Sort Code	Amount
		01122600P	03/12/2024	Automotive Parts		808.35
Check	04/08/2024	204562	Accounts Payable	SAFE		2,822.00
	Invoice		Date	Description	Check Sort Code	Amount
		4/15/24	03/26/2024	WORKERS COMP LIABILITY		2,822.00
Check	04/08/2024	204563	Accounts Payable	SAFETY KLEEN		289.88
	Invoice		Date	Description	Check Sort Code	Amount
		93841109	03/07/2024	Misc. Services		289.88
Check	04/08/2024	204564	Accounts Payable	SAM'S CLUB DIRECT		88.64
	Invoice		Date	Description	Check Sort Code	Amount
		001532 & 001531	03/26/2024	SUPPLIES		88.64
Check	04/08/2024	204565	Accounts Payable	SCOTT ASPELL		9.99
	Invoice		Date	Description	Check Sort Code	Amount
		367868	03/15/2024	PARTS & SUPPLIES		9.99
Check	04/08/2024	204566	Accounts Payable	SELECTIVE INSURANCE COMPANY		913.00
	Invoice		Date	Description	Check Sort Code	Amount
		6/17/24	03/26/2024	FLD1044091		913.00
Check	04/08/2024	204567	Accounts Payable	SIMMONS ROCKWELL		548.62
	Invoice		Date	Description	Check Sort Code	Amount
		386974	03/14/2024	Automotive Parts		548.62
Check	04/08/2024	204568	Accounts Payable	STAPLES BUSINESS ADVANTAGE		547.60
	Invoice		Date	Description	Check Sort Code	Amount
		3561850681	03/14/2024	OFFICE SUPPLIES		20.20
		6000606943	03/26/2024	2024 BLANKET PO RFB 2353		395.98
		356798328	03/26/2024	2024 BLANKET PO - RFB 2353		131.42
Check	04/08/2024	204569	Accounts Payable	STEWART P. WILSON		2,363.80
	Invoice		Date	Description	Check Sort Code	Amount
		466105+	03/01/2024	FUEL-BLANKET PO RFB# 2402 RES#22-187		2,363.80
Check	04/08/2024	204570	Accounts Payable	TIME WARNER CABLE		131.72
	Invoice		Date	Description	Check Sort Code	Amount
		70845031024	03/10/2024	INTERNET SERVICES AT MTGC CODE B		113.94
		0228173031624	03/26/2024	ACCT#8358 10 126 0228173		17.78
Check	04/08/2024	204571	Accounts Payable	TOTAL RECALL MESSAGE CENTER INC.		129.83
	Invoice		Date	Description	Check Sort Code	Amount
		95759	03/14/2024	MESSAGE SERVICES		129.83
Check	04/08/2024	204572	Accounts Payable	TREU OFFICE SUPPLY CORP.		34.75
	Invoice		Date	Description	Check Sort Code	Amount

	260076	03/26/2024	NOTARY SELF-INKING STAMP		34.75
Check	04/08/2024	204573	Accounts Payable	TWIN TIER PAINT WALLCOVERING	385.26
	Invoice	Date	Description	Check Sort Code	Amount
	66917+	03/11/2024	PAINT SUPPLIES		385.26
Check	04/08/2024	204574	Accounts Payable	UniFirst Corporation	233.47
	Invoice	Date	Description	Check Sort Code	Amount
	1100052408	03/14/2024	LAUNDRY SERVICE		81.81
	54466, 54454	03/21/2024	BLANKET FOR FLOOR MATS FOR BUILDINGS		151.66
Check	04/08/2024	204575	Accounts Payable	VASCO BRANDS, INC.	734.67
	Invoice	Date	Description	Check Sort Code	Amount
	140794	03/11/2024	BLANKET FOR CLEANING AND JANITORIAL SUPPLIES		406.91
	140632A, 140754	03/04/2024	BLANKET FOR JANITORIAL SUPPLIES		327.76
Check	04/08/2024	204576	Accounts Payable	VERIZON (FORMERLY BELL ATLANTIC)	119.75
	Invoice	Date	Description	Check Sort Code	Amount
	734-2329 - 2/24	03/26/2024	ACCT#652-110-359-0001-38		119.75
Check	04/08/2024	204577	Accounts Payable	WARD APPARATUS LLC	17.82
	Invoice	Date	Description	Check Sort Code	Amount
	4064#2	03/26/2024	FREIGHT BALANCE REMAINING		17.82
Check	04/08/2024	204578	Accounts Payable	XEROX CORPORATION	49.63
	Invoice	Date	Description	Check Sort Code	Amount
	020886668	03/26/2024	CUST#718272685		5.30
	020886669	03/26/2024	CUST#719281396		10.23
	020886670	03/26/2024	CUST#721817914		17.58
	020886671	03/26/2024	CUST#722774775		16.52
Check	04/08/2024	204579	Accounts Payable	7HTMM, LLC	1,100.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99.05-4-26	03/26/2024	SANITATION OPT OUT		1,100.00
Check	04/08/2024	204580	Accounts Payable	BRANDON DECKER	99.97
	Invoice	Date	Description	Check Sort Code	Amount
	2/10/24	03/26/2024	WORK BOOTS		99.97
Check	04/08/2024	204581	Accounts Payable	CARMEN CLARK	490.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99.08-6-50	03/26/2024	SANITATION OPT OUT		490.00
Check	04/08/2024	204582	Accounts Payable	CARMEN CLARK	490.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99.12-5-53	03/26/2024	SANITATION OPT OUT		490.00
Check	04/08/2024	204583	Accounts Payable	DARLA HULTS	50.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#79.19-3-72	03/26/2024	REFUND ANNUAL RENTAL REG FEE		50.00
Check	04/08/2024	204584	Accounts Payable	FLORENCE WANTUCK	2.60
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99.12-10-30	03/26/2024	1ST & 2ND INSTALL TAX OVERPAYMENT - 2024		2.60
Check	04/08/2024	204585	Accounts Payable	GREGORY DICKINSON	50.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#79.19-3-58	03/26/2024	TAX OVERPYNT - 1ST & 2ND INSTALL - 2024		50.00
Check	04/08/2024	204586	Accounts Payable	TYLER BLISS	50.00
	Invoice	Date	Description	Check Sort Code	Amount
	TM#99.08-6-14	03/26/2024	TAX OVERPAYMENT		50.00

GENERAL FUND GENERAL FUND Totals: Transactions: 71 \$137,796.88

Checks: 71 \$137,796.88

City of Elmira *LIVE*

Payment Batch Register

Bank Account: CAP CHECK - CAPITAL CHECKING
Batch Date: 04/08/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: CAP CHECK - CAPITAL CHECKING						
Check	04/08/2024	104858	Accounts Payable	CHAPEL LUMBER COMPANY		459.55
	Invoice		Date	Description	Check Sort Code	Amount
		120129,120118,	03/22/2024	120157,120307		459.55
Check	04/08/2024	104859	Accounts Payable	ERDMAN ANTHONY		34,661.37
	Invoice		Date	Description	Check Sort Code	Amount
		6755.13 EST. 13	03/22/2024	E. Water St Rejuvenation 6755.13		34,661.37
Check	04/08/2024	104860	Accounts Payable	J.F. & J.P. WENZEL		67,179.55
	Invoice		Date	Description	Check Sort Code	Amount
		105604	03/14/2024	CITY YARDS PIPE REPLACEMENT RFB#2489 2487		67,173.55
Check	04/08/2024	104861	Accounts Payable	LCP GROUP, DEMOLITION DIVISION		6,000.00
	Invoice		Date	Description	Check Sort Code	Amount
		3/19/24	03/22/2024	2023-708		6,000.00
CAP CHECK CAPITAL CHECKING Totals:				Transactions: 4		\$108,294.47
Checks:		4			\$108,294.47	

HAND CHECKS DETAILS

\$18,349.89

CAPITAL HAND CHECKS DETAIL

\$0.00

ACH PAYMENTS

GHI DENTAL BILLS FOR THE TWO WEEK PERIOD 03/16/2024 - 03/29/2024

3/26/2024 GHI DENTAL	\$	3,597.00
3/27/2024 GHI DENTAL	\$	2,091.87
	\$	5,688.87

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 03/20/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	03/20/2024	204511	Accounts Payable	BRYAN TOWNSEND		520.00
	Invoice		Date	Description	Check Sort Code	Amount
		3/25-4/12&22-26	03/20/2024	MEALS PER DIEM		520.00
Check	03/20/2024	204512	Accounts Payable	JAMES J TURCSIK, JR.		212.35
	Invoice		Date	Description	Check Sort Code	Amount
		3/1-3/15/24	03/20/2024	Commission Check		212.35
Check	03/20/2024	204513	Accounts Payable	NYSEG		683.38
	Invoice		Date	Description	Check Sort Code	Amount
		.1004-8275-324	03/20/2024	508 COLLEGE AVE		683.38
GENERAL FUND GENERAL FUND Totals:				Transactions: 3		\$1,415.73
Checks:		3	\$1,415.73			

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 03/18/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	03/18/2024	204506	Accounts Payable	CHASE CARD SERVICES		2,945.69
	Invoice		Date	Description	Check Sort Code	Amount
		246315238977290	03/18/2024	Credit card fees		2,945.69
Check	03/18/2024	204507	Accounts Payable	JAMES J TURCSIK, JR.		2,500.00
	Invoice		Date	Description	Check Sort Code	Amount
		week ending 4/1	03/18/2024	PER CONTRACT		2,500.00
Check	03/18/2024	204508	Accounts Payable	JAMES J TURCSIK, JR.		2,500.00
	Invoice		Date	Description	Check Sort Code	Amount
		week ending 3/18	03/18/2024	PER CONTRACT		2,500.00
Check	03/18/2024	204509	Accounts Payable	NYSEG		155.74
	Invoice		Date	Description	Check Sort Code	Amount
		10050397206.	03/18/2024	1005-0397-206		155.74
Check	03/18/2024	204510	Accounts Payable	UNITED STATES POSTAL SERVICE		282.00
	Invoice		Date	Description	Check Sort Code	Amount
		po box 876	03/18/2024	PO BOX RENEWAL FEE		282.00
GENERAL FUND GENERAL FUND Totals:				Transactions: 5		\$8,383.43
Checks:		5		\$8,383.43		

City of Elmira *LIVE*

Payment Batch Register

Bank Account: GENERAL FUND - GENERAL FUND
Batch Date: 03/25/2024

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: GENERAL FUND - GENERAL FUND						
Check	03/25/2024	204514	Accounts Payable	CHASE CARD SERVICES		2,845.86
	Invoice		Date	Description	Check Sort Code	Amount
			card ending 7290	03/25/2024 4246315238977290		2,845.86
Check	03/25/2024	204515	Accounts Payable	JACOB KIERST		16.00
	Invoice		Date	Description	Check Sort Code	Amount
			3/26 training	03/25/2024 MEALS PER DIEM		16.00
GENERAL FUND GENERAL FUND Totals:				Transactions: 2		\$2,861.86
Checks:		2	\$2,861.86			

Elmira City Council

Agenda Summary: Act on resolution to add to the Agenda of Monday, April 8, 2024, the resolution approving the appointment of Christina Rodriguez as City Clerk of the City of Elmira at the annual salary of \$57,833.00.

Resolution Number: 2024-139

Sponsor: Mayor Mandell

ATTACHMENTS

[Add On-Appointing C. Rodriguez City Clerk 4.8.2024.docx](#)

April 8, 2024

***ADD-ON
RESOLUTION
NO. 2024 - 139***

By Mayor Mandell :

Seconded by Councilmember Duffy:

Act on resolution to add to the Agenda of Monday, April 8, 2024, the resolution approving the appointment of Christina Rodriguez as City Clerk of the City of Elmira at an annual salary of 57,833.00.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary:	Act on Resolution appointing Christina Rodriguez as City Clerk of the City of Elmira and paid an annual salary of \$57,833.00.
Resolution Number:	2024-139
Sponsor:	Mayor Mandell

ATTACHMENTS

[Resolution appointing c rodriguez city clerk 4.8.2024.docx](#)

April 8, 2024

**RESOLUTION
NO. 2024-139**

By Mayor Mandell:

WHEREAS, Angela Williams retired from her appointed position as City Clerk of the City of Elmira on March 28, 2024;

NOW, THEREFORE, BE IT

RESOLVED, that Christina Rodriguez be, and she is hereby, appointed City Clerk of the City of Elmira and she shall be paid an annual salary of \$57,833.00.

ADOPTED BY THE FOLLOWING VOTE

AYES

NAYS

	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	

Elmira City Council

Agenda Summary: Act on resolution to adjourn.

Resolution Number: 2024-140

Sponsor: Mayor Mandell

ATTACHMENTS

[Adjournment April 8.docx](#)

April 8, 2024

RESOLUTION

NO. 2024 – ____

By: _____

RESOLVED, that the next meeting for City Council will be a Regular Meeting held on Monday, April 22nd, 2024, at 5:30PM; and be it further

RESOLVED, that this meeting is adjourned.

ADOPTED BY THE FOLLOWING VOTE

AYES		NAYS
	Councilmember Moss	
	Councilmember Wilson	
	Councilmember Cooke	
	Councilmember Brinn	
	Councilmember Grasso	
	Councilmember Duffy	
	Mayor Mandell	