

City of Geneva Industrial Development Agency

Meeting Agenda

Title: City of Geneva IDA

Location: Geneva City Hall, 47 Castle Street, Geneva
2nd Floor Conference Room and Zoom

Date & Time: 2/9/2024 at 8:30am



Agenda Item	Potential Outcome	Person Responsible
Call to Order		Anne Nenneau
Administrative Reports		
January Minutes 2024	Motion to approve minutes	Anne Nenneau
Financial Report January 2024	Motion to approve financial report	David West
Updates		
Geneva City School District	Informing board of status	Maureen Lee, Geneva CSD
GEDC	Informing board of status	Myles Webster, Webster Properties
Committee Reports	Informing board of status	David West
City Council Report	Informing board of status	Mayor Valentino & Amie Hendrix
IDA Projects	Informing board of status	David West
New Business		
Review Mission Statement	Mission Statement Discussion	David West
City Econ Dev Strategic Plan RFP	Motion to appoint board member to review RFPs for Economic Development Strategic Plan	David West
Board Member Appointment	Informing the board of Status/Discussion to appoint new board member	David West
IDA Roles & Responsibilities Presentation	Presentation to review what IDAs can and can not do	David West
Unfinished Business		
City 2024 Staffing Contract	Motion to approve contract	David West
Executive Session		
Executive Session	Discussions regarding proposed, pending or current litigation	Anne Nenneau
Adjournment	Motion to adjourn	Anne Nenneau

Quorum (Confirmation Required)
Anne Nenneau, Chair
R.J. Passalacqua
Irene Rodriguez
Lowell Dewey
Benjamin Vasquez
VACANT
VACANT

Zoom will be available, and the meeting can be viewed on the GIDA's YouTube Channel

Join Zoom Meeting

<https://us02web.zoom.us/j/82411996291>

Meeting ID: 824 1199 6291

Passcode: N/A

Dial in: 929-205-6099

Staff
David West
Hailea Higgins



**Geneva Industrial Development Agency
City Hall, 47 Castle Street, Geneva, New York
And via Zoom livestreamed to GIDA's YouTube Page
January 5, 2024 at 8:30am**

Regular Meeting Minutes

In Attendance:

Anne Nenneau
Irene Rodriguez
RJ Passalacqua
Lowell Dewey
Ben Vasquez
Ally Koczent
**remote attendance*

Others present:

Tracy Verrier, MRB Group
Emma Falkenstein, MRB Group*
David West, City of Geneva
Stephen Maier, Harris Beach PLLC*
Maureen Lee, GCSD
Jesse Lambert GCSD
Myles Webster, Webster Properties
LLC*

MEETING CALL TO ORDER

Chair Anne Nenneau called the meeting to order at 8:30 am with a quorum present.

ADMINISTRATIVE REPORTS

Meeting Minutes:

Lowell Dewey noted an error in the November meeting minutes and requested an amendment to fix the decision and motion to appoint Ally Koczent to the Board.

- Motion to approve the November meeting minutes with the discussed corrections by RJ Passalacqua, second by Lowell Dewey. Motion carried unanimously.

Financial Report:

Tracy Verrier reviewed the December and January financial reports, noting not much activity other than the MRB Group administrative services invoices, the rent from Downtown Winery, and some legal fees for Pretzel Logic.

Tracy noted that the board should update the contacts on the GEDC mortgage documents and suggested it should be a representative for Webster Properties, Anne, Irene, and David. She stated that updating the contacts will streamline the online rent payment process.

- Motion to list John Eilertsen as the Webster Properties contact, Anne Nenneau as the Board Chair, Irene Rodriguez as the Treasurer, and David West as the City contact by Irene Rodriguez, second by Ben Vasquez. Motion carried unanimously.

Tracy stated that the IDA's \$100,000 CD at LNB is maturing on January 12th and suggested the IDA consider rolling some of it over into a new CD and transferring a portion into the IDA's operating account. She noted that LNB is currently offering interest rates for a 6-month CD at 4.8% and a 12-month rate at 4.45% and Bank of the Finger Lakes is offering a 7-month CD at 4.9%. Irene Rodriguez noted that the IDA should be mindful of cash flow, and indicated her desire to transfer a portion of the CD into the operating account to ensure they can cover expenses. Tracy noted that the IDA should expect to see some revenue in Q1 and Q2 from the Nardozzi property sale and PILOT and the Gateway sale, but that it's good to be prepared in case timelines need to be extended. The board discussed rolling over \$75,000 into a 6-month CD at LNB and putting \$25,000 into the operating account which would bring the IDA's operating balance to around \$40,000.

- Motion to move \$25,000 out of the CD and roll over \$75,000 into a 6-month CD at LNB by Irene Rodriguez, second by Lowell Dewey. Motion carried unanimously.

UPDATES

Geneva City School District:

Maureen Lee provided an update on the Geneva City School District (GCS D). She introduced Jesse Lambert who is the District's new Assistant Superintendent of Business and Finance, and that she will eventually take over Maureen's role of reporting to the IDA as Maureen has transitioned to her new role with the District. Maureen noted that Jesse is highly qualified from prior experience working for Wayne Finger Lakes BOCES. Maureen noted that overall, the District is doing well and is putting together ideas for new capital projects in the new year. Maureen encouraged the Board to reach out if they have any questions or want additional information.

GEDC:

Myles Webster provided an update on the GEDC. He noted good movement as more spaces become available, so they are actively pursuing leads to fill open space. He stated that the roof work is holding up, the heating is working, and that there haven't been too many maintenance issues. Anne inquired if Myles could add room numbers to the GEDC floor plan specs that will be included in the RFP.

Committee Meetings

Tracy Verrier noted that the Audit Committee met to review the 2022-2023 audit. She stated that overall, the group was happy with how it ended and that the auditor is moving forward with getting verification letters. Irene noted that this is the second time with the same auditor and that they did mention the IDA should consider examining its capital asset list as this makes the difference between a qualified and unqualified audit. Irene indicated that this would allow the IDA to have a real number for its capital assets, but to get a real number the IDA would need to get appraisals of the properties in the industrial park.

City Council Report:

David West provided an update on the City of Geneva. He noted that the City Council had its first meeting and will get training and tours of all the City departments in the coming weeks. He

stated that city staff are working hard to roll out the approved zoning update and short-term rental component, which won't start until March 2024. Anne inquired if the City could move the date back. David noted that the date is when the law becomes effective, but that the City anticipates a grace period regarding enforcement. David also noted that the IDA will have a new City council liaison, who will hopefully be more involved moving forward.

IDA projects

Audit: Tracy noted that the audit is underway. She submitted the requested documentation to the auditor. Tracy indicated that the audit process should be much smoother this year.

Nardozzi PILOT Application: Tracy noted that the land sale is moving forward and that Nardozzi is preparing to close on three of the four parcels included in the PILOT. The title is unclear for the fourth parcel, but Harris Beach is working on it.

PARIS Report: Tracy stated that she had all of the reporting information for the IDA projects and certification forms.

Gateway: Tracy stated that the gateway project went before the Planning Board in December and that they've requested to provide additional information for the March meeting. She noted that the project plans haven't changed much since the original approval, but the Planning Board wants some additional information regarding traffic impacts, fencing, and plant selection. Tracy noted that the IDA built extra time into the timeline for this very reason.

NEW BUSINESS

Member Nomination: The board engaged in discussion regarding nominating Thomas DiCostanzo to the board. Lowell noted that he interviewed Thomas and that while he doesn't live in the city, he is a firefighter for the City and is familiar with the downtown from completing commercial fire inspections.

- Motion to appoint Thomas DiCostanzo to the IDA Board for a first term from Jan 5th, 2024 – Sept. 2026, by Irene Rodriguez, second by Lowell Dewey. Motion carried unanimously.

Appointment of Executive Director: Tracy noted that the IDA needs to formally appoint David West as the Executive Director and that he will also be the Contracting office and authorized PARIS Representative.

- Motion to appoint David West as the IDA's Executive Director, Contracting Officer, and Authorized PARIS Representative by Ben Vasquez, second by RJ Passalacqua.

City Staffing Contract: David West reviewed the staffing contract provided in the meeting packet. The contract overviews the compensation and rules of engagement for the City. Anne Nenneau requested additional time for the IDA Board to review the contract and suggested it be added to the agenda for the next Executive Committee meeting.

MRB Group Contact: Tracy Verrier reviewed the MRB Group contract to provide on call support to the IDA. David West noted that continued access to MRB Group will help the transition of leadership and give the IDA technical assistance for potential projects.

- Motion to approve the MRB Group Service Contract by Lowell Dewey, second by Ally Koczent. Motion carried unanimously.

2023 Audit Report: Tracy noted that the IDA has received the draft audit for 2022-2023, which has the fiscal year ending Sept. 30th, 2023. Tracy stated that the main comment was regarding the IDA's capital assets, and that they will eventually want a better account of the total assets. Tracy noted that the auditor indicated that the most helpful breakdown is on pages 14,15, and 16 of the document.

- Motion to approve the 2023 Audit by RJ Passalacqua, second by Ben Vasquez. Motion carried unanimously.

PARIS Report: Tracy noted that she has been working on the IDA's PARIS reporting, which provides NYS additional information on the IDA such as Board members, current projects, mission and goals, policies, etc. Tracy noted that the PARIS reports provides supplemental information to the audit.

- Motion to approve the PARIS Report by Ally Koczent, second by Irene Rodriguez. Motion carried unanimously.

Architectural RFP: Anne Nenneau suggested tabling the motion to release the architectural work RFP until the IDA receives a map of the space from Myles. The board engaged in discussion regarding what the RFP should include. The board discussed RFP requirements such as scope of work, a building conditions assessment, qualitative recommendations for the space, concept plans cost estimates, etc. Lowell indicated that the IDA might want to consider putting an approximate budget to indicate the level of detail they're looking for and that the total cost shouldn't be more than \$15,000. Tracy noted that she would include language that the IDA isn't looking for physical excavations but rather more qualitative exploration. David noted that the RFP should indicate that they want to use the report for funding purposes. Tracy stated that she would remove the language requesting a conceptual floor plan and replace it with language requesting a conceptual layout with recommendations.

- Motion to release the RFP with the discussed changed by Lowell Dewey, second by ben Vasquez. Motion carried unanimously.

EXECUTIVE SESSION

- Motion to go into Executive Session at 9:37 for pending legal action by RJ Passalacqua, second by Ally Koczent. Motion carried unanimously.
- Motion to exit Executive Session at 9:49 by RJ Passalacqua, second by Ally Koczent. Motion carried unanimously.

ADJOURNMENT

- Motion to adjourn at 9:49 by Ben Vasquez, second by Lowell Dewey. Motion carried unanimously.

Webster Property Management, LLC

Webster Property Management
350 East Ave, Suite 203
Rochester, NY 14604
(585)465-5000

GEDC
47 Castle Street, Geneva, NY 14456

Owner Statement

Ownerships: 122 N Genesee St

Date Range: 01/01/24 - 01/31/24

	<u>Current</u>	<u>YTD</u>
<i>Beginning Bank Balance</i>	43,002.68	43,002.68
Income		
Rental Income	16,269.36	16,269.36
Late Fees	200.00	200.00
CAM Income (non-posting)	785.00	785.00
Gas & Propane	506.14	506.14
Electric	1,114.25	1,114.25
Prepay Items	8,288.96	8,288.96
	<u>27,163.71</u>	<u>27,163.71</u>
Expense		
Utilities Expense	3,939.89	3,939.89
Water & Sewer	1,381.43	1,381.43
Trash	123.00	123.00
Property Management Fees	1,529.19	1,529.19
Commissions & Fees Expense	300.00	300.00
Repairs & Maintenance Expense	3,808.37	3,808.37
WebProp Labor Expense	5,120.00	5,120.00
Telephone Expense	277.38	277.38
Interest Expense	1,724.67	1,724.67
	<u>18,203.93</u>	<u>18,203.93</u>
Net Income/Loss	8,959.78	8,959.78
<i>Ending Bank Balance</i>	49,888.88	49,888.88
Cash Requirements		
Total Reserve:	0.00	
Security Deposits Held:	10,245.00	
Total Requirements	<u>10,245.00</u>	

COMMENTS



GEDC Tenant Activity Report

Banner Door (B104)

No activity to report

City of Geneva DPW (A311)

No activity to report

David Lee Foster, Esq. (A107)

No activity to report

Designing Sunny (A301)

No activity to report

FLX Glassware (Chad Lahr) (A104)

No activity to report

FLX Hospitality (B102)

No activity to report

Food Justice (B101)

No activity to report

Geneva Sound Factory (A102)

No activity to report

Geneva Theatre Guild (A305)

No activity to report

Hudson Data, LLC (A302)

No activity to report

JB Paper Company (VIRTUAL)

No activity to report

Jason G. Swartley / Financial Partners of Upstate NY (A203)

No activity to report

J. Anderson, Cabinetmaker

No activity to report



KitGen (City of Geneva) (B102)

No activity to report

Lyons National Bank (A308)

No activity to report

Super Casuals (A310)

No activity to report

Uncharted Spirits (A312)

No activity to report

Unity House of Cayuga County (A206)

No activity to report

VACANCY: TOTAL: 46,498sqft

A100: 1,365sqft	A204: 663sqft
A101: 1251sqft	A205: 585sqft
A103: 140 sqft	A209: 1150sqft
A104: 380sqft	A210 (asbestos): 1369sqft
A105: 210sqft	A211 (asbestos): 1177sqft
A106: 350sqft	A216 (asbestos): N/A
A109: 119sqft	A303: 4,999sqft
	A306: 6952sqft
	A307: 2,610sqft
	A309: 9,250sqft
	B103: 19,432sqft

Maintenance:

- HVAC preventative maintenance started in preparation for winter
- Asbestos in section 210,211,216 should be addressed to get space rented

Accounting:

(attached)

Marketing:

Current Listings –

Costar



Craigslist:

1. [Office](#)
2. [Warehouse](#)

Facebook Marketplace:

1. Office

WPM website: <https://www.websterprop.com/122-n-genesee-street/>

Ad's listed –

CALL FOR PRICING

WAREHOUSE SPACE FOR LEASE

122 N. Genesee St., Geneva, NY

- Overhead doors
- Emergency lighting
- Loading docks
- Centrally located, minutes from I90
- Free off-street parking
- Secure 24 hr access

www.websterprop.com

STARTING AT \$350/MONTH

OFFICE FOR LEASE

122 N. Genesee St., Geneva, NY

- Centrally located, minutes away from I90
- Spacious two room suite
- Plenty of natural light with wrap around windows
- Free off-street parking
- Secure 24-hour access
- This space is ideal for service providers, non-profits, office use, technology companies

www.websterprop.com

January Showings - 1

- Furniture restoration business needs a workspace and a showroom. Is interested in renting A306.

Boat/Vehicle Inquiries - 0

- A total of 10 people are storing their boats/vehicles in the warehouse during the winter months. They are paying \$50/month

Current Prospects:

1. **Katie Principia** - Regional Staffing Agency



2. **Dan Toner** - real estate agent who brought us a company that provides consultation services to children's agencies
3. **Furniture restoration business**



December 26, 2023

Anne Nenneau, Chair
Geneva Industrial Development Agency
47 Castle Street
Geneva, New York 14456

RE: CITY STAFF SERVICE PROPOSAL 2024
GENEVA INDUSTRIAL DEVELOPMENT AGENCY

Dear Ms. Nenneau:

Over the last two years, MRB has been providing administration, staffing, compliance, and implementation support to the IDA as the City of Geneva transitioned its staffing. At this point in time the IDA has accepted a contract for ongoing, but more minor support from MRB for 2024 and it is my understanding that the IDA is seeking support from City Staff in the Department of Planning and Economic Development and the Comptroller's office for the ongoing work of IDA operations.

I. Project Overview

In 2024 City Staff will take on the administrative staffing of the IDA including managing contracts for ongoing support and guidance with MRB and Harris Beach. Staffing will include basic operations, economic development projects, and ongoing compliance with New York State Public Authorities Law.

II. Scope of Services and Compensation

To effectively address the scope as identified above, our team has developed the following project elements:

A. Meeting Administration

City staff will work with the IDA Chairperson and any Committee Chairs to schedule meetings, develop and distribute meeting agendas and packets, publish meeting notices, and keep and maintain meeting minutes and other required records.

B. Regulatory Compliance

City staff will keep appropriate financial records, books, and reporting, and will work with MRB and with IDA board members to review and update policies, as well as collect and submit required documentation for required reporting and audits with the intention of continuing a positive relationship with the State of New York.

C. Project Support

City staff will work MRB and with IDA board members and legal team to support existing and prospective IDA projects through the incentive application, evaluation, execution, and reporting process.

D. General Economic Development Services

We will provide technical assistance in assessing potential programming, evaluating projects, and providing insights on available funding resources in collaboration with MRB Group.

Compensation: Flat fee of \$25,000

The flat fee shown above represents an all-inclusive fee for support of meetings, bookkeeping, and general support. Rates are subject to annual adjustment.

III. Project Schedule

This scope of work is intended to cover the period spanning January 5, 2024, through December 31, 2024.

IV. Exclusions

By way of this agreement, the City of Geneva Department of Planning and Economic Development intends to support the Industrial Development Agency as advisors and execution partners. Any financial and/or fiduciary responsibility rests solely with the Board of Directors, and cannot be allocated to or assumed by the City of Geneva.

V. Standard Terms and Conditions

Attached hereto and made part of this Agreement is Standard Terms and Conditions.

If this proposal is acceptable to you, please sign where indicated and return one copy to our office. We have included an additional copy for your records. We look forward to working with you on this project.

Sincerely,



PROPOSAL ACCEPTED FOR THE GENEVA INDUSTRIAL DEVELOPMENT AGENCY BY:

Signature

Title

Date

Department of Planning & Economic Development

CITY HALL- 47 CASTLE STREET- GENEVA, NEW YORK 14456
(315) 835-0436 - dwest@geneva.ny.us - www.cityofgenevany.com

AGREEMENT FOR PROFESSIONAL SERVICES
STANDARD TERMS AND CONDITIONS
ECONOMIC DEVELOPMENT SERVICES

A. TERMINATION

Either party may terminate this Agreement with seven days' written notice if the other party fails to materially perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is so terminated, the client shall promptly pay to City of Geneva ("City") for (a) services performed prior to the date of such termination, based on City's reasonable estimate for the portion of work completed, plus (b) all reasonable costs incurred by City in connection with such termination. If, prior to termination of this Agreement, the client directs City to suspend or abandon any work, the client shall promptly pay City for services performed prior to receipt of such notice from the client.

B. INSURANCE

City agrees to procure and maintain, at its sole expense, such insurance policies as are customary in the industry.

C. INDEPENDENT CONTRACTOR

The parties agree that City is an independent contractor, and will conduct itself with such status, that it will neither hold itself out as nor claim to be an officer or employee of the client, by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the client, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits or Social Security coverage.

D. SUCCESSORS AND ASSIGNS

Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party and any purported assignment absent such consent shall be void. This Agreement shall be binding on each party's successors, executors, administrators and assigns.

E. INVOICES AND PAYMENT

The client will pay City for services monthly on a prorated basis in accordance with the fee structure and work estimate set forth in the proposal. Invoices will be submitted on a periodic basis, or upon completion of Services, as indicated in the proposal or contract. All payments are due within 30 days after receipt of the applicable invoice. Any invoice remaining unpaid after 30 days will bear interest from such date at 1.5 percent per month or at the maximum lawful interest rate, if such lawful rate is less than 1.5 percent per month. If the client fails to pay any invoice when due, City may, at any time, and without waiving any other rights or claims against the client and without thereby incurring any liability to the client, elect to terminate performance hereunder upon ten (10) days prior written notice to the client. Notwithstanding any termination of Services by City for non-payment of Invoices, the client shall pay City in full for all Services rendered by City to the date of termination of Services plus all interest and termination costs and expenses incurred by City that are related to

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such termination. The client shall be liable to reimburse City for all costs and expenses of collection, including reasonable attorney's fees.

F. INDEMNITY

The client will require any contractor and subcontractors performing the work to hold the client and City harmless and indemnify and defend the client and City and their respective officers, employees and agents from all claims arising from client's use of the services, except to the extent arising from City's negligence or willful misconduct.

G. LIMITATION OF LIABILITY

IN NO EVENT WILL CITY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN BY CITY, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. CITY'S LIABILITY HEREUNDER SHALL NOT EXCEED THE FEES PAID TO CITY BY CLIENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

H. MISCELLANEOUS

The Agreement may be amended or modified only with the written consent of both parties. The rights and remedies set forth herein shall be in addition to all other rights and remedies available at law or equity. The Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter. This Agreement shall be governed by the laws of the State of New York without regard to its principles of conflicts of law. Any litigation arising out of or in connection with this Agreement shall be brought and maintained exclusively in the federal courts or the courts of the State of New York, with a venue in Ontario County, New York, and the parties hereby irrevocably waive all jurisdictional defenses and irrevocably consents to the personal jurisdiction of such courts.

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