



**Notice of Board Meeting**

Date: September 1, 2023

To: Rick Bley  
Irene Rodriguez  
R.J. Passalacqua  
Benjamin Vasquez  
Lowell Dewey  
Jason Fulton

From: Anne Nenneau, Chair

Re: Notice of Board of Directors' Meeting

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The Geneva Industrial Development Agency will hold their regular monthly Board Meeting on Friday, September 8, 2023 at 8:30 am. The meeting will be held in the 2<sup>nd</sup> floor conference room at City Hall, 47 Castle Street, Geneva, NY. The meeting agenda is attached and available at <https://cityofgenevany.com/295/Industrial-Development-Agency-IDA>. The meeting will also be livestreamed on the IDA's YouTube Channel: <https://www.youtube.com/channel/UCVz4jDNtxuliy4SyugqQ8eg>.

Please confirm your attendance with Tracy Verrier, [tracy.verrier@mrbgroupp.com](mailto:tracy.verrier@mrbgroupp.com).

Cc: Tracy Verrier, Executive Director  
Matt Horn, MRB Group  
Emma Falkenstein, MRB Group  
Maureen Lee, Geneva City School District  
Myles Webster, Webster Properties  
Erica Collins, City of Geneva  
Media: Steve Buchiere, Finger Lakes Times

**GENEVA INDUSTRIAL DEVELOPMENT AGENCY**

CITY HALL- 47 CASTLE STREET- GENEVA, NEW YORK 14456  
[tracy.verrier@mrbgroupp.com](mailto:tracy.verrier@mrbgroupp.com) – [www.cityofgenevany.com](http://www.cityofgenevany.com)

## 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:** 9/8/2023 at 8:30am



| Agenda Item                   | Potential Outcome                    | Person Responsible                |
|-------------------------------|--------------------------------------|-----------------------------------|
| Call to Order                 |                                      | Anne Nenneau                      |
| <b>Administrative Reports</b> |                                      |                                   |
| Minutes from August 2023      | Motion to approve minutes            | Anne Nenneau                      |
| Financial Report August 2023  | Motion to approve financial report   | Tracy Verrier                     |
| <b>Updates</b>                |                                      |                                   |
| 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            | Tracy Verrier                     |
| City Council Report           | Informing board of status            | Mayor Valentino & Amie Hendrix    |
| IDA Projects                  | Informing board of status            | Tracy Verrier                     |
| <b>New Business</b>           |                                      | Tracy Verrier                     |
| GEDC Management Agreement     | Motion to approve agreement renewal  | Tracy Verrier                     |
| BID 2024 Request              | Motion to approve request            | Tracy Verrier                     |
| 2023-24 Budget                | Motion to approve budget             | Tracy Verrier                     |
| <b>Unfinished Business</b>    |                                      |                                   |
| Gateway Parcel Sale           | Motion regarding sale                | Tracy Verrier                     |
| <b>Executive Session</b>      |                                      |                                   |
| Executive Session             | Proposed sale/lease of real property | Anne Nenneau                      |
| <b>Adjournment</b>            | Motion to adjourn                    | Anne Nenneau                      |

|                                       |
|---------------------------------------|
| <b>Quorum (Confirmation Required)</b> |
| Anne Nenneau, Chair                   |
| R.J. Passalacqua                      |
| Rick Bley                             |
| Irene Rodriguez                       |
| Lowell Dewey                          |
| Benjamin Vasquez                      |
| Jason Fulton                          |

|                  |
|------------------|
| <b>Staff</b>     |
| Tracy Verrier    |
| Matt Horn        |
| Emma Falkenstein |

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

Join Zoom Meeting

<https://us02web.zoom.us/j/87106010786?pwd=S1pBZThLTnEzU1N1MEFnellDdDlpQT09>

Meeting ID: 871 0601 0786

Passcode: 562349

Dial in: 929-205-6099

**Geneva Industrial Development Agency  
City Hall, 47 Castle Street, Geneva, New York  
And via Zoom livestreamed to GIDA's YouTube Page  
August 4, 2023 at 8:30am**

**Meeting Minutes**

**In Attendance:**

Anne Nenneau  
Irene Rodriguez  
Jason Fulton\*  
Rick Bley  
Ben Vasquez  
Lowell Dewey\*  
*\*remote attendance*

**Others present:**

Tracy Verrier, MRB Group  
Emma Falkenstein, MRB Group  
Amie Hendrix, City of Geneva  
David West, City of Geneva  
Emma Powlin, Harris Beach\*  
Kaitlyn O'Brien, Harris Beach\*  
Sarah Nardozzi, Nardozzi Inc.\*  
James Nardozzi, Nardozzi Inc.\*

**MEETING CALL TO ORDER**

Chair Anne Nenneau called the meeting to order at 8:31 am with a quorum present.

Anne Nenneau introduced David West as new Director of Planning and Economic Development for the City of Geneva. Everyone present introduced themselves.

**ADMINISTRATIVE REPORTS**

**Meeting Minutes:**

- Motion to approve the July meeting minutes by Ben Vasquez, second by Rick Bley.  
Motion carried unanimously.

**Financial Report:**

Tracy Verrier reviewed the July financial report, noting the IDA's accrued interest from its CD and stated that the CD has been rolled over into a new CD. Tracy also noted that the financials reflect a partial payment for the work being done on the GEDC roof. She stated that she has been in contact with the auditor and the IDA is on their schedule for October. She explained that more money will need to be transferred into the operating account to pay recent bills.

Rick Bley inquired about the IDA's 2021 audit. Tracy noted that it was submitted in PARIS along with the Annual Report. One small edit was needed in the PARIS report, and the State is now satisfied with the submission.

- Motion to approve the July financial report by Irene Rodriguez, second by Jason Fulton.  
Motion passed unanimously.

**UPDATES**

**Geneva City School District:**

No report.

**GEDC:**

No report.

**GEDC Committee Update:**

Tracy stated that MRB Group is working on scheduling meetings for the Nominating, GEDC, and Finance Committees. Additionally, Tracy noted that the roof work is currently underway for the GEDC building.

**City Council Report:**

Amie Hendrix, City Manager, noted that there will be another zoning work session on August 9<sup>th</sup> regarding the City's zoning update. The Zoning Board has decided to proceed with the proposed short-term rental ordinances and hold a public hearing regarding the updates at the September Board meeting. She noted that the ordinances will include occupancy tax components, a permitting process, and enable the City to revoke permits for nuisances. She stated that she also expects parking requirements to be discussed.

Amie also noted that the City Council voted to reduce the number of people on the Planning Board to fall in line with NYS regulations, and that the Cornell Tech Farm is looking into strategic initiatives and will likely reach out to the IDA and Ontario County EDC to discuss financing options.

Jason Fulton inquired if the City has explored precedents regarding nonprofits/universities providing tax benefits to municipalities for the use of land for solar energy. David West indicated he would look into it.

**IDA projects**

**IDA Committees:** Tracy noted that MRB Group is in the process of scheduling the Finance, GEDC, Nominating, and Governance committee meetings.

**Trinity Project:** Tracy noted she hadn't heard any news following the July meeting.

**Lakes Edge Project:** Tracy indicated she had reached out to the Lakes Edge contact for an update but hadn't heard back. Amie Hendrix noted she would forward an update on the project. Anne Nenneau stated a correction from last month, noting that it is now her understanding that there are 17 interested parties in the Lakes Edge units, but that no units have been sold yet. Jason Fulton indicated his concern for this project due to the delayed development schedule. The Board indicated their desire for a successful outcome for this project as it will hopefully be beneficial to the City.

**BID:** Tracy stated that she received an update from the BID for Q2. The funding from the IDA, LDC, and City has enabled the BID to engage more maintenance staff, landscapers, and other staff and volunteers to support the beautification efforts.

**UNFINISHED BUSINESS**



**Nardozzi PILOT Application:** Tracy noted that the Planning Board approved the site plan. Emma Powlin updated the IDA's resolution to reflect the SEQOR negative declaration.

Tracy provided an overview of the details of the Nardozzi PILOT. She noted that the PILOT has been reduced from 15 to 13 years to account for the comments the IDA received through the public hearing process and to account for the 2 years Nardozzi has had access to the property. With the updates, the total tax incentive is \$1,005,076.

Tracy emphasized that the property where Nardozzi will build their new facility is currently tax exempt as it is owned by the IDA and thus not generating any tax revenue for the City. With the PILOT, the property will begin to generate tax revenue for the City. Tracy stated that the general purpose of PILOTs is to help reduce risk for the developer by reducing tax liability over a period of time. As the developer is coming out of a substantial investment, the reduced liability helps them to build a strong business and cash flow prior to being fully taxable. The Nardozzi PILOT will increase tax revenue to the City from \$0 now to \$18,000 in the first year. Over the course of the PILOT, it will generate \$60,000 on average annually – starting at \$18,000 and increasing each year.

Tracy also reviewed the Cost- Benefit analysis which now reflects the new PILOT schedule. The analysis shows that the PILOT will generate over \$80,000 in revenue from local sales tax and over \$800,000 in other taxes. She noted that if there is no project, the City wouldn't be getting any benefit.

Jason Fulton echoed Tracy sentiment noting the substantial risk for development of this size. He stated that there would be a huge opportunity cost for the IDA to not take this project. He emphasized how this PILOT can be looked at creating opportunity for the City. Rick Bley stated that the presentation graphs are a good illustration of the benefits of the PILOT and noted the general risks from a businessperson's perspective.

Motion to approve the following resolution by Jason Fulton, second by Ben Vasquez:

- Motion to approve the FINAL RESOLUTION regarding financial assistance to the Nardozzi Holdings, LLC Project by Jason Fulton, second by Ben Vasquez. Motion carried unanimously.

James Nardozzi thanked the Board for their partnership on this project. He looks forward to getting to work on this project and furthering a mutually beneficial relationship with the City.

RESOLUTION OF THE CITY OF GENEVA INDUSTRIAL DEVELOPMENT AGENCY (THE "AGENCY") (i) ACCEPTING AN APPLICATION WITH RESPECT TO A CERTAIN PROJECT (DEFINED BELOW); (ii) ACKNOWLEDGING THE PUBLIC HEARING HELD BY THE AGENCY ON MAY 3, 2023, WITH RESPECT TO THE NARDOZZI HOLDINGS, LLC (THE "COMPANY") PROJECT (AS FURTHER DESCRIBED BELOW); (iii) APPOINTING THE COMPANY AS AGENT OF THE AGENCY; (iv) AUTHORIZING FINANCIAL ASSISTANCE TO THE COMPANY IN THE

FORM OF (A) A SALES AND USE TAX EXEMPTION FOR PURCHASES AND RENTALS RELATED TO THE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF THE PROJECT, (B) A MORTGAGE RECORDING TAX EXEMPTION AS PERMITTED BY NEW YORK STATE LAW, AND (C) A REAL PROPERTY TAX ABATEMENT STRUCTURED THROUGH A PILOT AGREEMENT; AND (v) AUTHORIZING THE NEGOTIATION, EXECUTION AND DELIVERY OF A PROJECT AGREEMENT, LEASE AGREEMENT, LEASEBACK AGREEMENT, PILOT AGREEMENT, MORTGAGE AND RELATED DOCUMENTS WITH RESPECT TO THE PROJECT.

|                  | <i><b>Yea</b></i> | <i><b>Nay</b></i> | <i><b>Absent</b></i> | <i><b>Abstain</b></i> |
|------------------|-------------------|-------------------|----------------------|-----------------------|
| Irene Rodriguez  | [x ]              | [ ]               | [ ]                  | [ ]                   |
| Anne Nenneau     | [x ]              | [ ]               | [ ]                  | [ ]                   |
| R.J. Passalacqua | [ ]               | [ ]               | [x ]                 | [ ]                   |
| Rick Bley        | [x ]              | [ ]               | [ ]                  | [ ]                   |
| Lowell Dewey     | [x ]              | [ ]               | [ ]                  | [ ]                   |
| Benjamin Vasquez | [x ]              | [ ]               | [ ]                  | [ ]                   |
| Jason Fulton     | [x ]              | [ ]               | [ ]                  | [ ]                   |

Resolution duly passed.

#### **EXECUTIVE SESSION**

- Motion to go into Executive Session at 9:05 for the proposed sale or lease of real property by Rick Bley, second by Irene Rodriguez. Motion carried unanimously.
- Motion to exit Executive Session at 9:18 by Ben Vasquez, second by Irene Rodriguez. Motion carried unanimously.

#### **ADJOURNMENT**

- Motion to adjourn at 9:19 by Ben Vasquez, second by Irene Rodriguez. Motion carried unanimously.

1:01 PM

09/01/23

Accrual Basis

**Geneva Industrial Development Agency**  
**Profit & Loss YTD Comparison**  
**August 2023**

|                                                  | Aug 23            | Oct '22 - Aug 23   |
|--------------------------------------------------|-------------------|--------------------|
| <b>Income</b>                                    |                   |                    |
| 4002 · Administration Fees                       | 0.00              | 500.00             |
| 4020 · Income from Investments                   | 0.00              | 1,807.84           |
| 4030 · Downtown Winery                           | 195.00            | 2,145.00           |
| <b>Total Income</b>                              | 195.00            | 4,452.84           |
| <b>Expense</b>                                   |                   |                    |
| 5000 · Economic Development Support              |                   |                    |
| 5003 · GEDC Support                              | 12,000.00         | 24,841.15          |
| <b>Total 5000 · Economic Development Support</b> | 12,000.00         | 24,841.15          |
| 5010 · Promotion and Advertising                 |                   |                    |
| 5011 · Advertising & Publications                | 0.00              | 99.91              |
| <b>Total 5010 · Promotion and Advertising</b>    | 0.00              | 99.91              |
| 5040 · Professional Services                     |                   |                    |
| 5041 · Legal Services                            | 0.00              | 1,543.50           |
| 5043 · Administrative Services                   | 8,962.50          | 52,057.50          |
| 5045 · Audit                                     | 0.00              | 5,000.00           |
| 5049 · Other Professional Services               | 0.00              | 41,193.83          |
| <b>Total 5040 · Professional Services</b>        | 8,962.50          | 99,794.83          |
| <b>Total Expense</b>                             | 20,962.50         | 124,735.89         |
| <b>Net Income</b>                                | <b>-20,767.50</b> | <b>-120,283.05</b> |

## Geneva Industrial Development Agency

## Balance Sheet

As of August 31, 2023

|                                       | Aug 31, 23        |
|---------------------------------------|-------------------|
| <b>ASSETS</b>                         |                   |
| Current Assets                        |                   |
| Checking/Savings                      |                   |
| 1002 · LNB - City of Geneva IDA       | 26,671.57         |
| 1003 · LNB Money Market               | 46,827.65         |
| 1050 · Certificates of Deposit        |                   |
| 1051 · Lyons National Bank            | 100,000.00        |
| Total 1050 · Certificates of Deposit  | 100,000.00        |
| Total Checking/Savings                | 173,499.22        |
| Accounts Receivable                   |                   |
| 11000 · Accounts Receivable           |                   |
| 11050 · GEDC Roof Loan                | 90,010.00         |
| Total 11000 · Accounts Receivable     | 90,010.00         |
| Total Accounts Receivable             | 90,010.00         |
| Total Current Assets                  | 263,509.22        |
| Other Assets                          |                   |
| 1110 · Industrial Park Investment     | -18,520.00        |
| 1120 · 2 N Exchange St                | 27,616.59         |
| Total Other Assets                    | 9,096.59          |
| <b>TOTAL ASSETS</b>                   | <b>272,605.81</b> |
| <b>LIABILITIES &amp; EQUITY</b>       |                   |
| Liabilities                           |                   |
| Current Liabilities                   |                   |
| Accounts Payable                      |                   |
| 20000 · Accounts Payable              | 20,962.50         |
| Total Accounts Payable                | 20,962.50         |
| Other Current Liabilities             |                   |
| 20500 · Committed- BID Beautification | 30,935.00         |
| Total Other Current Liabilities       | 30,935.00         |
| Total Current Liabilities             | 51,897.50         |
| Total Liabilities                     | 51,897.50         |
| Equity                                |                   |
| 3000 · Opening Bal Equity             | 417,733.37        |
| 3001 · Retained Earnings              | -76,742.01        |
| Net Income                            | -120,283.05       |
| Total Equity                          | 220,708.31        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <b>272,605.81</b> |



## **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

**Pretzel Logic (A303)**

- Notice to Quit sent to tenant on 8/25 - has to be out by 10/1

**Super Casuals (A310)**

No activity to report

**Uncharted Spirits (A312)**

No activity to report

**Unity House of Cayuga County (A206)**

No activity to report

**Big D's Auction (A306)**

No activity to report

**Current Prospects:**

1. **Jim** - showed space - light manufacturing business that would be interested in Pretzel Logic's space
2. **Guy Mosher** - startup brewery
3. **Sezahd** - dry mixing business
4. Property management company



**VACANCY:**

A100: 1,365sqft

A101: 1251sqft

A103: 140 sqft

A104: 380sqft

A105: 210sqft

A106: 350sqft

A109: 119sqft

A204: 663sqft

A205: 585sqft

A209: 1150sqft

A210 (asbestos): 1369sqft

A211 (asbestos): 1177sqft

A216 (asbestos): N/A

A307: 2,610sqft

A309: 9,250sqft

B103: 19,432sqft

*TOTAL: 46,498sqft*

**Maintenance:**

- Asbestos in section 210,211,216 should be addressed to get space rented

**Accounting:**

*(attached)*

## 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: 08/01/23 - 08/31/23

|                               | Current         | YTD              |
|-------------------------------|-----------------|------------------|
| <i>Beginning Bank Balance</i> | 45,583.02       | 49,000.91        |
| <b>Income</b>                 |                 |                  |
| Rental Income                 | 23,169.36       | 45,326.72        |
| Application Fees              | 0.00            | 80.00            |
| Late Fees                     | 138.89          | 703.89           |
| CAM Income (non-posting)      | 927.12          | 1,712.12         |
| CAM - Repairs & Maintenance   | 0.00            | 5,342.88         |
| Utility Income                | 0.00            | 3,179.03         |
| Gas & Propane                 | 1,323.24        | 10,392.50        |
| Water & Sewer                 | 0.10            | 40.82            |
| Electric                      | 723.43          | 10,868.43        |
| Unallocated Prepays           | 2,391.72        | 3,696.72         |
| Security Deposit Forfeitures  | 0.00            | 5,000.00         |
| Reimb Telephone               | 0.00            | 112,819.02       |
| Interest Expense              | -1,766.46       | -14,070.79       |
|                               | 26,907.40       | 185,091.34       |
| <b>Expense</b>                |                 |                  |
| Utilities Expense             | 3,391.53        | 46,217.18        |
| Water & Sewer                 | 0.00            | 2,970.07         |
| Trash                         | 0.00            | 988.00           |
| Computer/Cable/Internet       | 360.00          | 360.00           |
| Insurance Expense             | 2,766.00        | 11,064.30        |
| Building Insurance Expense    | 0.00            | 5,532.20         |
| Property Management Fees      | 1,938.35        | 15,235.90        |
| Commissions & Fees Expense    | 500.00          | 4,392.50         |
| Repairs & Maintenance Expense | 8,317.45        | 72,186.84        |
| Office/Supplies               | 0.00            | 97.35            |
| Telephone Services            | 0.00            | 1,259.50         |
| Telephone Expense             | 0.00            | 447.90           |
|                               | 17,273.33       | 160,751.74       |
| <b>Net Income/Loss</b>        | <b>9,634.07</b> | <b>24,339.60</b> |
| <i>Ending Bank Balance</i>    | 51,785.30       | 51,785.30        |
| <b>Cash Requirements</b>      |                 |                  |
| Total Reserve:                | 0.00            |                  |



|                           |                  |
|---------------------------|------------------|
| Security Deposits Held:   | 10,845.00        |
| <b>Total Requirements</b> | <b>10,845.00</b> |

| COMMENTS |
|----------|
|          |

## MANAGEMENT AGREEMENT

This agreement made as of \_\_\_\_ day of \_\_\_\_\_ 2023, by and between Geneva Industrial Development Agency (hereinafter referred to as "Owner") and Webster Properties (hereinafter referred to as "Manager").

### WITNESSETH

In consideration of the mutual promises and covenants herein, Owner and Manager agree as follows:

### ARTICLE I

Exclusive Agency. Owner hereby appoints Manager as the sole and exclusive incubator coordinator, leasing, rental agent and manager of the property described on Schedule 1 attached hereto (hereinafter referred to as the "Facility") and the Manager hereby accepts such employment.

### ARTICLE II

Term of Agreement. The term of this agreement shall commence October 1<sup>st</sup>, 2023, and shall continue until September 30, 2025 unless otherwise terminated. Upon termination, Owner shall remain bound by the obligations of all contracts for services, supplies and alterations Manager has entered into in connection with the performance of its obligations hereunder.

### ARTICLE III

- a. Business incubator. Manager shall use its best efforts to encourage the growth of new small businesses through the operations of the Facility and utilization of available resources to respond to the needs of client entrepreneurs.
- b. Rental of Facility. Manager shall use its best efforts to rent all spaces in the Facility which is now vacant or may become vacant during the term of this agreement. When appropriate, Manager shall engage the services of other real estate brokers to lease space in the Facility who shall be paid from such commissions as may become due to Manager under the terms of this agreement.
- c. Negotiation of Leases. Owner shall refer all inquiries concerning the rental of space in the Facility to Manager. All negotiations with prospective clients shall be conducted by Manager or under its direction. Manager shall have the authority to execute on behalf of Owner all leases or rental agreements for periods of less than 4 years. Manager shall execute all leases covering a term of 4 years or more with the prior written approval of Owner.
- d. Advertising. Subject to the approval of Owner and at Owner's expense, Manager shall advertise such space as is available for rent and arrange for such signs, renting plans, brochures and other forms of advertising as may be advisable. Owner agrees to reimburse Manager for all out-of-pocket expenses.
- e. Rental Rates. Rental rates for space in the Facility shall be established by Manager. Manager shall, promptly following the execution of this agreement and from time to time thereafter, set and adjust rates and keep Owner informed of such rates.
- f. Compensation. As compensation for renting and leasing space in the Building, Owner shall pay Manager as set forth in Schedule 1.

### ARTICLE IV

- a. Management of Facility. Manager shall manage the Facility in an efficient and businesslike manner having due regard for the age and physical condition of the Facility, Manager, through its employee and independent contractors shall supply complete operational services for the Facility. It is contemplated that Manager shall provide a part time on site employee who shall be physically present at the facility on a daily basis.
- b. Repairs. Manager shall, in the name and at the expense of Owner, make or cause to be made such ordinary repairs and alterations as Manager may deem advisable or necessary. However, not more than \$1,000.00 shall be expended for any one item of repair or alteration without Owner's prior written approval, except emergency repairs if, in the opinion of Manager, such repairs are necessary to protect the Facility from damage or to maintain services to client as called for in their leases.
- c. Service contracts. Manager shall, in the name of and at the expense of the Owner, contract for those utilities and other building operation and maintenance services Manager shall deem advisable, provided that, no service contract shall be for a term exceeding one year without the prior written approval of Owner. Manager shall, at Owner's expense, purchase and keep the Facility furnished with all necessary supplies. All expenses shall be charged to Owner at net cost and Owner shall be credited with all rebates, refunds, allowances and discounts allowed to Manager.
- d. Reimbursement. Owner agrees to reimburse Manager for all out-of-pocket expenses upon appropriate invoice validation by the Owner.
- e. Employees. All persons employed in the operation of the Facility shall be employees of Manager or a legal entity owned or controlled by Manager. Manager shall make disbursements and deposits for all compensation and other amounts payable with respect to persons who are employed in the operation of the Facility, including but not limited to, unemployment authority or provided for in a union agreement. Manager shall maintain complete payroll records. All payroll costs, including but not limited to, those enumerated herein, are operating expenses to be reimbursed to Manager from Owner's funds received by Manager.
- f. Expenditures. All expenditures authorized by this agreement shall be considered operating expenses to be paid from Owner's funds received by Manager. In the event disbursements shall be in excess of the rents collected. Owner agrees to pay such excess promptly on demand.
- g. Monthly statements. Manager shall, by the Monday preceding the third Tuesday of each month, render to Owner a statement of receipts and disbursements for the preceding month. Manager shall, after deducting its compensation and any other sums due it from Owner, hold or expend such sums as Owner have directed herein or otherwise and remit the balance to Owner.
- h. Collection and Segregation of funds. Manager shall collect the rent and other income from tenants of the Facility. All funds received by Manager for or on behalf of owner (less any sum properly deducted by Manager pursuant to any of the provisions of this agreement) shall be deposited in a bank in a special account maintained by Manager for the deposit of funds of Owner and not mingled with the funds of the Manager.
- i. Interest and Tax Payments. Manager shall pay interest or amortization on any Mortgages, taxes, assessments, premiums on insurance or reserves for such items only as designated on Schedule 1.
- j. Special Services. At the request of Owner, Manager will perform the following special services for Owner: (i) supervise remodeling and construction management services, (ii) - provide special accounting, and (iii) act as property consultant. If such special services are provided, additional fees shall be payable in an amount agreed upon between the parties.
- k. Legal Proceedings. Manager shall engage Owner's counsel and cause such legal proceeding to be instituted as may be necessary to enforce payment of rent or to compromise disputes with tenants involving set offs or damage claims so long as the amount involved does not exceed one

month's rent payable by such tenant.

- l. Compensation. As compensation for management of the Facility, Owner shall pay Manager as set forth in Schedule I.
- m. Sale of Property. The Owner has the right to sell property with 30 days written notice to Manager. The sale of the property shall terminate this agreement, but Manager shall be granted the right of first refusal to purchase the property with the same terms and conditions as the prospective Buyer or such other terms and conditions mutually acceptable to the Owner and Manager.
- n. Procurement Policy. Manager shall follow the Owner's procurement policy. Manager acknowledges that it has received a copy of the Owner's current procurement policy and Owner shall timely notify Manager of any changes to the Owner's procurement policy.
- o. Building Permits. Manager is responsible to obtain all necessary building permits from the City of Geneva for the property and shall facilitate any necessary approvals and/or signatures from the Owner.

## ARTICLE V

- a. Indemnification. Owner agrees to defend and indemnify and save free and harmless the Manager from any claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments of any kind or nature and from and against any and all costs and expenses related to any injury to person and property caused by or arising from the operation of the facility and any actions of the Owner, its agents or employees. Manager agrees to defend and indemnify and save free from harmless the Owner from any and all claims, demands, fines, suits, actions proceedings, orders, decrees, judgments of any kind or nature and from and against any and all costs and expenses related to any injury to person and property caused by or arising from any actions of Manager, its agents or employees.
- b. Insurance. Owner shall maintain public liability insurance and liability limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence to protect the Owner in the operation of the premises under this agreement. Owner shall provide Manager with a certificate evidencing such insurance and agrees to designate Manager as a party insured with Owner. The Manager agrees to any public liability insurance with liability limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence to protect the Manager in the operation of the premises under this agreement. Manager shall provide Owner with a Certificate evidencing such insurance.

## ARTICLE VI

Compliance with New York State Audit. Manager agrees to maintain accurate and diligent records of its operations under this Agreement at all times. If at any time, New York State requests an audit of the Owner, Manager shall provide all necessary and related documentation under this Agreement for such audit within seven (7) days after being requested by Owner. Owner may immediately terminate the services of tire Manager upon Manager's failure to comply with this Article.

## ARTICLE VII

Performance. Notwithstanding Article VI of this Agreement, if Owner is not satisfied with the performance of Manager with good cause, this agreement may also be terminated upon 30 days written notice. In the event of such early termination, all commissions and other amounts due must be paid in full prior to the end of that 30 day notice period.

## ARTICLE VIII

- a. Bankruptcy and insolvency. In the event a petition in bankruptcy is filed by or against either Owner or Manager, or in the event that either shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party hereto may immediately terminate this agreement by written notice. Remedies set forth herein above shall be in addition to and shall not exclude any other remedy available under applicable law to the parties hereto.
- b. Independent Contractors. It is expressly understood and agreed that Manager will act as an independent contractor in performance of this agreement. No provision hereunder shall be intended to create a partnership or a joint venture with respect to the Facility or otherwise.
- c. Notice. Any notice required or permitted under this agreement shall be given when actually delivered or when deposited in the United States mail as certified mail addressed as follows:

Geneva Industrial Development Agency

47 Castle Street  
Geneva, NY 14456

Webster Properties  
350 East Ave, Suite 203  
Rochester, NY 14604

or such other address as may be specified from time to time by either party in writing.

- d. Suit or Action. If suit or action is instituted in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney's fees in such suit or action and on any appeal from any judgment or decree entered therein.
- e. Assignment or Amendment. All terms and conditions of this agreement shall be binding upon the parties hereto and their respective successors and assigns. This agreement may not be modified or amended except by written agreement of the parties.

IN WITNESS WHEREOF the parties hereto have executed in duplicate as of the date first herein above written.

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OWNER

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MANAGER

## SCHEDULE 1 TO MANAGEMENT AGREEMENT

1. The property covered by the management agreement is described as follows:

Approximately 228,560/sf industrial and office building located at 122 North Genesee Street, Geneva, NY 14456

2. Owner shall compensate Manager for renting and leasing space in the Facility, including expansion of space occupied by existing tenants, as follows:
  - Owner shall pay manager a one-time first months rent on all new leases pertaining to smaller office space. Smaller office space shall be defined as 20x20 sqft, 400 total sqft+/-
  - Owner shall pay Manager a one-time 5% commission on larger leases which need Owner (IDA) approval and 6% in the event an outside broker is used
  - Owner shall pay Manager an ongoing 8.5% monthly fee based on gross rents
  - Owner shall reimburse Manager for one part-time community manager and one part-time building maintenance staff onsite at a reasonable and market rates. The cost of the part-time staff shall be discussed with and approved by Owner.



**IDA & LDC**

2024 REQUEST FOR FUNDING

**GENEVA BID**



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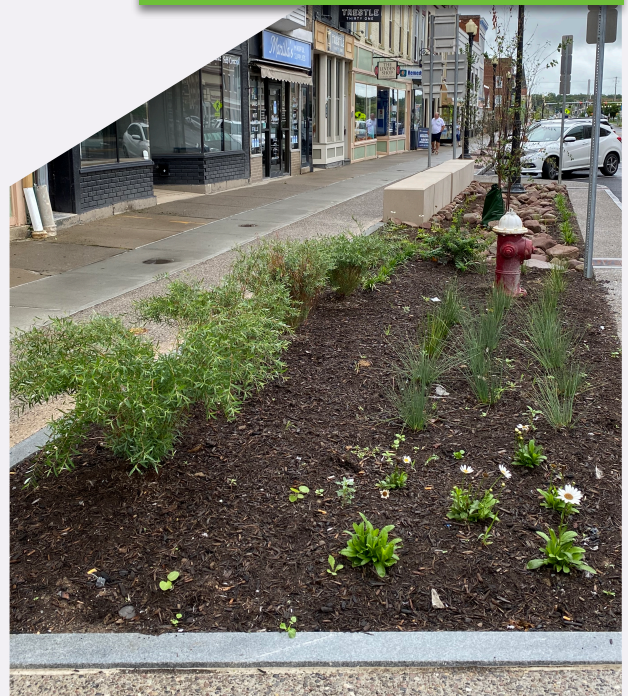
# ABOUT THE GENEVA BID

The Geneva Business Improvement District (GBID) was formed to promote an attractive and economically viable 18.5 acres in downtown Geneva. The GBID office works to ensure that our downtown district maintains high standards in appearance, quality and design, while remaining attractive to property owners, tenants, patrons, and visitors.

The City of Geneva's financial support of the GBID has been consistent over the years but variable in the amount of funding. This fluctuation has depended on the programs initiated by the GBID. As time has gone on both the quantity and quality of programming has improved and the physical landscape of downtown has changed.

We are so excited about the amazing things we will achieve in 2024. Our goals will continue to focus on economic planning and development; business recruitment and retention; DEI initiatives; planning and coordinating events; and of course promoting and marketing our downtown businesses.

**Since its inception in 1986, the City of Geneva and the GBID have worked together strengthening our common goals to benefit the community, residents and business.**



# WHY WE **WORK**

We are committed to working collaboratively with the City of Geneva to enhance the maintenance, beautification and economic development strategies for downtown Geneva. Our goal at the Geneva Business Improvement District is to provide resources to expand on the services provided by our City. The GBID services do not replace those provided by the City. We help brand our Downtown District and market the small businesses in our area. We facilitate networking among merchants, host community events and advocate for improvements to the district. We also serve as a liaison between local businesses and stakeholders and the City Government. In doing so, the GBD provides a collective voice for the Downtown District and helps inform City policy based on our unique understanding of the needs of downtown.



# HOW WE WORK

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As we plan for 2024, it is useful to see how we are working now. Here is a brief summary of our partnership as we move through 2023.

## **ECONOMIC DEVELOPMENT**

Provide ongoing programmatic support for the City and downtown businesses: Commercial Design and Advisory Team; Downtown Event Review Committee; business & owner recruitment and retention supporting DEI Initiatives; mentoring and support for existing and new businesses; facilitate events that bring business to our merchants downtown.

## **MAINTENANCE**

Provide services over and above what the City of Geneva is able to do for the businesses and owners in the Downtown District. The GBID team removes garbage and trash, cleans sidewalks, removes weeds from sidewalks, curbs & in landscaping beds, mows, cleans storm debris, and removes deceased animals & problem animals.

## **BEAUTIFICATION**

Supply & maintain hanging baskets & planters, supply & maintain holiday decorations, clean & maintain new tables and chairs in inviting arrangements , event support.



# EXPANDED 2024



In 2023 we exponentially expanded our maintenance services for the City to encompass the new DRI improvements (37 new landscaping beds just in the downtown!) and portions of the lakefront.

It has been a pleasure to work with the wonderful volunteers from the Green Committee to help support a beautiful and well maintained lakefront park.

We received additional funding in 2023 from both the IDA and the LDC to explore what it will take to manage the new landscape architecture, both with the increase in staff and additional supplies. We have learned that the combined staffing budget from the LDC and IDA budgeted for 2023 can be cut and we can still provide the same maintenance service for 2024.

In addition, we can add some services and still come in with a reduced budget!

## **Beautification & Maintenance**

Expanded hanging baskets, art & mural initiatives, continued support at the lakefront, continued staff and volunteer training with a professional landscaper.

## **Economic Development**

New Initiatives include: workforce development; Grants with On the Canals and Ontario County; Collaboration with the Finger Lakes Visitors Connection including the Discover Downtown Geneva Free Passport encouraging tourism; special events like Total Solar Eclipse, and a Finger Lakes Vintage Release Tasting.

## **Be a better employer**

Employment expectations have changed, especially since Covid. We need to be able to offer health benefits and paid time off to our full time employees to stay competitive and keep our staff.



# CHANGES IN SERVICE **PRE-2022**

At the Geneva Business Improvement District we provide resources to expand on the services provided by the the City of Geneva. See how we have grown!

## **BEAUTIFICATION & MAINTENANCE**

The GBID maintenance team went from 1 annual full-time and 1 seasonal employee in 2022, to 2.5 annual employees, 5 seasonal employees (a combination of full-time and part-time), and a contracted 1099 landscaper in addition to volunteers

## **ADMINISTRATIVE STAFFING**

Mid 2022, we grew to 3 full-time administrative staff so that we were able to do all that we could to support out Downtown businesses as we emerged from the Covid-19 pandemic. As we realized the positive impact we could have on Downtown with additional staff, we have made it a priority to keep a team in place to continue to effectively fulfill our mission.

## **BE A BETTER EMPLOYER**

The GBID has never offered any benefits to its employees. We have put together a solid team and are working to pay fair wages and offer benefits. In 2023 we added paid time off for our salaried employees. Our goal for 2024 is to include paid time off for full-time hourly employees and some form of Health Insurance reimbursement for full-time employees who wish to participate in a program.

## FUNDING OBJECTIVES

The BID asks for your support to continue auxiliary funding to help maintain the Beautification projects in Downtown Geneva through 2024. As you know, with the addition of the DRI landscaping beds the volume of work for the downtown district increased over 150%. Added to the physical expansion the herbicide ban exponentially increased the labor needed to keep the district free of weeds. With the larger volume of work comes an increase in the labor needed, equipment needed, supplies needed, fuel needed, and administration needed.

The City of Geneva, in the effort to reduce spending, has asked us to reduce our 2024 Budget by 12%. The 2023 funding from the City was not enough to cover the increased maintenance expenses. With a 12% reduction in City funds, we will need to determine what services we will be reduce or eliminated. In addition, lack of benefits for our employees will cause turnover.



## CONTINUED SCOPE OF WORK

With your assistance in 2023 we have been able to increase our scope of services to include:

- 37 new landscaping beds (or 62 beds total)
  - drainage that needs constant cleaning and purging
- Expansion of services beyond the GBID district scope of work, including but not limited
  - lakefront & lakefront park
    - trash pickup, weeding, watering, and general landscaping maintenance
- Expansion of services past the corner boundary of Castle St. and Main St.
  - landscaping & weeding around Byrne Dairy and the Library.
- Expansion of services into Pultney Park

Continuing GBID services: remove garbage and trash, cleans sidewalk, remove weeds from sidewalks, curbs & in landscaping beds, mow, clean storm debris, remove deceased animals & problem animals, supply & maintain hanging baskets & planters, supply & maintain holiday decorations, clean & maintain new tables and chairs in inviting arrangements , event support.

# BUDGET

The collaboration with the LDC & IDA has allowed the GBID to create programs that engage community support to keep our city beautiful. We are working to educate residents and tourists about the thoughtful selection of the new plantings in the DRI project with visual aids as well as professional landscaper guided education opportunities. Our volunteer interface, where community members can sign up to volunteer their time and select which areas they would like to foster, is up and running. By the fall, we will have a self guided tour / layout of all of the beds and their plantings as well as information about how and why the beds are planted the way they are.

## FUNDING OUTLINE

In 2024, the aid provided is about maintaining the beautiful new landscaping that we worked so hard to establish and promote.

- Support seasonal employees, the equivalent of 2 full-time individuals and Jill Byington landscaping, to continuing to train and help our team and the volunteers.
- Support for the administrative staff that expends quite a bit of time managing the larger Maintenance crew.
- Supplemental non-labor supplies such as weed eater line, gloves, rain gear, safety glasses, ear plugs, trash grabbers, trash bags, trash receptacles, cleaning supplies, watering equipment, hoses. Essentially the equipment we go through ensuring our team and volunteers are properly outfitted to do their jobs and replacement for broken equipment.
- Plants (\$500), additional hanging baskets (\$1,000)

## UNUSED 2023 RESOURCES

During the first half of 2023, we discovered that the with the right people, it is possible to accomplish more with less staff. We have a few excellent employees who are accomplishing what I anticipated it would take double the man power to achieve. That, combined with being frugal, we were able to cut our expected spending by almost half.

Non-Labor savings came from spending less on the graphic artist, training video, and volunteer interface; a total savings of \$4,400. But of course the bulk of the savings will come from labor; a savings of approximately \$24,744.

Our hope is that you will please consider giving us what we didn't use in 2023 to help us provide for our maintenance needs in 2024 as laid out below. If we can roll the unspent \$29,177 to 2024, we will only need approximately \$13,000 in addition funds in order to continue the scope of our services, and retain employees.

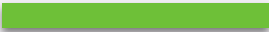
**PROPOSED:**  
2024 PROPOSED SUPPORT FOR THE GBID

| DESCRIPTION (ALL LABOR IS ON A REIMBURSEMENT SCHEDULE)                                                                                | REQUESTED FUNDS    |
|---------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Staff benefit support (reimbursement to help cover health insurance for full-time employees. The GBID currently offers no benefits) * | \$6,000.00         |
| Non-labor supplies (for Maintenance & Beautification) **                                                                              | \$5,000.00         |
| Labor for Supervisor (10% of time supervisors spend managing maintenance staff)                                                       | \$5,000.00         |
| Labor                                                                                                                                 | \$26,100.00        |
| <b>TOTAL REQUEST FOR FUNDING 2024</b>                                                                                                 | <b>\$42,100.00</b> |
|                                                                                                                                       |                    |

\* Staff benefit support: with proof of insurance, 50% of documented coverage with a maximum benefit of \$300 per employee.

\*\* Non-labor supplies:

| Non-Labor Suppies                                                                                                                                                                                                                                                                                                                                                   | Estimated Cost |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Equipment repair & replacement (for example, weed eater line, gloves, rain gear, winter gear, safety glasses, ear plugs, trash grabbers, trash bags, trash receptacles, cleaning supplies, snow blower, sweeper for atv, watering equipment, hoses, plants, additional hanging baskets (in addition to the ones purchased through fundraising), volunteer interface | \$5,000.00     |
| Total                                                                                                                                                                                                                                                                                                                                                               | \$5,000.00     |
|                                                                                                                                                                                                                                                                                                                                                                     |                |





## REVIEW:

### 2023 SUPPORT FOR THE GBID FROM THE LDC & THE IDA

| DESCRIPTION (ALL LABOR IS ON A REIMBURSEMENT SCHEDULE)                                            | APPROVED FUNDS     |
|---------------------------------------------------------------------------------------------------|--------------------|
| LDC / IDA: Non-labor supplies (volunteer interface, tools for volunteers & greatly expanded team) | \$14,200.00        |
| LDC / IDA: Labor                                                                                  | \$46,720.00        |
| <b>TOTAL AVAILABLE SUPPLEMENTAL FUNDING FOR 2023</b>                                              | <b>\$60,920.00</b> |
|                                                                                                   |                    |
|                                                                                                   |                    |

### 2023 YEAR TO DATE EXPENSES

| DESCRIPTION (ALL LABOR IS ON A REIMBURSEMENT SCHEDULE)                                            | APPROVED FUNDS     |
|---------------------------------------------------------------------------------------------------|--------------------|
| LDC / IDA: Non-labor supplies (volunteer interface, tools for volunteers & greatly expanded team) | \$7,384.07         |
| LDC / IDA: Labor (Includes ytd Q3 labor cost)                                                     | \$7,087.41         |
| <b>YEAR TO DATE EXPENDITURES</b>                                                                  | <b>\$14,471.48</b> |
| <b>ESTIMATED EXPENDITURES FOR THE REMAINDER Q3 &amp; Q4</b>                                       |                    |
| Labor                                                                                             | \$8,000            |
| Non-Labor                                                                                         | \$2,800.00         |
| <b>TOTAL EXPECTED 2023 EXPENDITURE</b>                                                            | <b>\$31,742.96</b> |
| <b>UNUSED APPROVED FUNDS</b>                                                                      | <b>\$29,177.04</b> |

**1 Franklin Street Suite 211  
Geneva, NY 14456**

**[www.genevadowntown.com](http://www.genevadowntown.com)**

**Geneva IDA**  
**Draft 2023-24 Budget**

Dated 8/23/23

| <b>INCOME</b>                   | <b>GIDA</b>       | <b>PARK</b> | <b>GEDC</b>       | <b>TOTAL</b>      |                               |
|---------------------------------|-------------------|-------------|-------------------|-------------------|-------------------------------|
| Application Fees                | \$ -              | \$ -        | \$ -              | \$ -              |                               |
| Administration Fees             | \$ 98,880         | \$ -        | \$ -              | \$ 98,880         | includes Trinity closing fees |
| Rental Income                   | \$ 2,340          | \$ -        | \$ 253,452        | \$ 255,792        |                               |
| Utility Reimbursement           | \$ -              | \$ -        | \$ 41,189         | \$ 41,189         | 8% inflation                  |
| Investment Income               | \$ 2,200          | \$ -        | \$ -              | \$ 2,200          |                               |
| Appropriation from Fund Balance | \$ -              | \$ -        | \$ -              | \$ -              |                               |
| <b>Total Income</b>             | <b>\$ 103,420</b> | <b>\$ -</b> | <b>\$ 294,641</b> | <b>\$ 398,061</b> |                               |

| <b>EXPENSES</b>               | <b>GIDA</b>      | <b>PARK</b> | <b>GEDC</b>       | <b>TOTAL</b>      |                                   |
|-------------------------------|------------------|-------------|-------------------|-------------------|-----------------------------------|
| City Support                  | \$ 25,000        | \$ -        | \$ -              | \$ 25,000         | Carried over from past            |
| Staff Labor                   | \$ -             | \$ -        | \$ 94,538         | \$ 94,538         |                                   |
| Maintenance                   | \$ -             | \$ -        | \$ 21,977         | \$ 21,977         |                                   |
| Trash                         | \$ -             | \$ -        | \$ 1,525          | \$ 1,525          |                                   |
| Projects                      | \$ -             | \$ -        | \$ -              | \$ -              |                                   |
| Elevator                      | \$ -             | \$ -        | \$ 3,353          | \$ 3,353          |                                   |
| Electric                      | \$ -             | \$ -        | \$ 70,998         | \$ 70,998         | 8% inflation                      |
| Water                         | \$ -             | \$ -        | \$ 3,388          | \$ 3,388          | No longer paying on past balances |
| Office                        | \$ -             | \$ -        | \$ 156            | \$ 156            |                                   |
| Telephone                     | \$ -             | \$ -        | \$ 2,935          | \$ 2,935          |                                   |
| Supplies                      | \$ -             | \$ -        | \$ -              | \$ -              |                                   |
| Insurance                     | \$ -             | \$ -        | \$ 34,000         | \$ 34,000         | Based on latest premium           |
| Marketing/Advertising         | \$ -             | \$ -        | \$ -              | \$ -              |                                   |
| Travel                        | \$ -             | \$ -        | \$ -              | \$ -              |                                   |
| Legal Fees                    | \$ 7,000         | \$ -        | \$ -              | \$ 7,000          |                                   |
| Audit                         | \$ 11,950        | \$ -        | \$ -              | \$ 11,950         |                                   |
| Professional Services         | \$ 15,000        | \$ -        | \$ -              | \$ 15,000         |                                   |
| Property Management           | \$ -             | \$ -        | \$ 24,654         | \$ 24,654         |                                   |
| Commissions                   | \$ -             | \$ -        | \$ 5,609          | \$ 5,609          |                                   |
| Miscellaneous                 | \$ -             | \$ -        | \$ -              | \$ -              |                                   |
| Debt Service                  | \$ -             | \$ -        | \$ 45,576         | \$ 45,576         |                                   |
| Appropriation to Fund Balance | \$ -             | \$ -        | \$ -              | \$ -              |                                   |
| <b>Total Expenses</b>         | <b>\$ 58,950</b> | <b>\$ -</b> | <b>\$ 308,709</b> | <b>\$ 367,659</b> |                                   |

|            |           |      |             |           |
|------------|-----------|------|-------------|-----------|
| <b>NET</b> | \$ 44,470 | \$ - | \$ (14,068) | \$ 30,402 |
|------------|-----------|------|-------------|-----------|