

City of North Tonawanda

DONNA L. BRAUN
City Clerk-Treasurer
dbraun@northtonawanda.org

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

OFFICE OF THE CITY CLERK - TREASURER
VITAL STATISTICS
CITY HALL
216 PAYNE AVENUE
NORTH TONAWANDA, N.Y. 14120

Treasurer's Office: (716) 695-8575
Clerk's Office: (716) 695-8555
Fax: (716) 695-8557

COMMON COUNCIL WORKSHOP AGENDA

May 4, 2023

The following meeting has been scheduled for **TUESDAY MAY 9, 2023:**

6:00 PM PUBLIC HEARING – For the Re Zoning of 475 Division Street from a C2 to C1

**6:30 PM Barb Klenke
City Assessor**

Re: GAR Presentation on Re-Assessments

6:45 PM Common Council

Re: Golf Passes / Alex Domaradzki

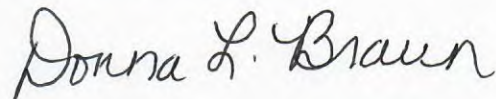
7:00 PM Common Council

Re: Gateway Contract / Alex Domaradzki

7:15 PM Common Council

Re: General Discussion

Respectfully submitted,



**Donna L. Braun
City Clerk-Treasurer**

NORTH TONAWANDA
Dept. of Youth, Recreation, Parks & Seniors

500 Wheatfield Street
North Tonawanda, NY 14120
Phone: (716) 695-8520
Fax: (716) 695-8533



April 26, 2023

~~tabled~~
MAY 02 2023

The Honorable Mayor Tylec and Common Council
216 Payne Avenue
North Tonawanda, New York 14120

I had approached the mayor at the beginning of the year about a request that my department's full-time grounds staff have the ability to golf at no charge in order to encourage them to play the course and experience the course from a golfer's perspective and enhance their care and vision of the course overall.

The mayor approved the request in support of the reasons behind it, as we continue to try and ensure we are equipping our staff to make the course the best it can be. We issued passes to each of the full-time grounds staff, so we could track their play. Of the 10 members, 3 staff either don't play or only play 1-2 times per year while others frequent other courses over our own. Encouraging them to play can do nothing but increase their awareness and be able to view and experience the course from a golfer's perspective.

I understand now that this item requires Council approval, so I am respectfully asking for approval of this request to reinstitute the passes to the staff.

Respectfully Submitted,

Alex Domaradzki
Director of Youth, Recreation, Parks & Seniors

RECEIVED
CITY CLERK'S OFFICE
2023 APR 27 AM 8:19
NORTH TONAWANDA NY

NORTH TONAWANDA
Dept. of Youth, Recreation, Parks & Seniors

500 Wheatfield Street
North Tonawanda, NY 14120
Phone: (716) 695-8520
Fax: (716) 695-8533



www.ntparksrec.com

April 27, 2023

~~MAY 02 2023~~

The Honorable Mayor Tylec and Common Council
216 Payne Avenue
North Tonawanda, New York 14120

We are seeking approval of the amended agreement with Tonawandas Gateway Harbor Inc. The amendments will bring the agreement up to date, including removing verbiage that is no longer applicable and bringing policies and expectations up to date.

The Tonawandas Gateway Harbor is a not-for-profit board initially created by the City's of the Tonawandas for the purpose of promoting economic growth, tourism, recreation and cultural and historic heritage through use of Gateway Harbor Park. Their work provides great recreational opportunities for our community and draws thousands of people to the downtown district promoting economic growth to the downtown merchants as well as increasing our City's docking revenue during their events.

Respectfully Submitted,

Alex Domaradzki
Director of Youth, Recreation, Parks & Seniors

RECEIVED
CITY CLERK'S OFFICE

2023 APR 27 AM 10:23
NORTH TONAWANDA NY

GATEWAY HARBOR AMENDED AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 2023 by and among the CITY OF NORTH TONAWANDA, a municipal corporation, 216 Payne Ave., North Tonawanda, New York 14120, hereinafter referred to as “NT”; the CITY OF TONAWANDA, a municipal corporation, 200 Niagara street, Tonawanda, New York 14150, hereinafter referred to as “TONAWANDA”; and the TONAWANDA GATEWAY HARBOR, INC., a not-for-profit corporation with a mailing address of PO Box 2, Tonawanda, New York 14150, hereinafter referred to as “ GATEWAY”.

WHEREAS, the parties above named entered into an agreement dated June 17, 2009; a copy of which is attached hereto; and

WHEREAS, GATEWAY was created for the purpose of promoting and carrying out the aforementioned purpose of the Tonawandas Gateway Harbor Park steering committee and to serve as a scheduling liaison for both NT and TONAWANDA regarding events at Gateway Harbor Park to ensure no duplicity or conflict. Additionally GATEWAY serves as a lead communicator in joint events involving both cities in the Gateway Harbor Park when necessary.

WHEREAS, the parties hereto are desirous of amending said agreement ;

NOW THEREFORE, for good and valuable consideration and as hereafter set forth, the parties agree to amend said agreement as follows:

1.) That NT and TONAWANDA herein agree to allow GATEWAY to organize and run various events from January to December of each year in conjunction with the purposes of TONAWANDAS GATEWAY HARBOR PARK. All concerts/events with anticipated crowds over 5,000 participants, GATEWAY will be responsible for filing for a Part 18 permit as required by the New York State Department of Health.

NT and TONAWANDA agree to provide two (2) uniformed and on-duty police officers at the discretion of the respective Mayor and Chief of Police at no cost to GATEWAY. If the nature of the concerts/events becomes a habitual nuisance that requires additional police enforcement the City and GATEWAY agree to meet in good faith and negotiate terms for GATEWAY incurring costs of additional police support to ensure the safety and order of the event. GATEWAY agrees to assist NT and TONAWANDA in City-led events at Gateway Harbor Park through financial assistance (as approved by the Board of GATEWAY), and in-kind services such as the usage of the stage, solicitation of sponsorships, and providing volunteers and equipment when applicable.

WEDNESDAY NIGHT CONCERTS

3.) Public porta potties located on the Webster Street side of Gateway Harbor Park must be removed by 12:00pm the following day.

FRIDAY NIGHT EVENTS

8.) That Gateway shall have the option of conducting Friday night concerts or other events on the TONAWANDA side of Gateway Harbor Park.

12.) Eliminated since Young street is now closed to traffic

SATURDAY NIGHT EVENTS

Any Saturday Night events shall be conducted in accordance with the rules specified for Wednesday Night events

OTHER EVENTS

GATEWAY shall be permitted to conduct such other events on either side of the canal as shall promote the purpose of TONAWANDAS GATEWAY HARBOR PARK.

GENERAL PROVISIONS

29.) All events held on either side of Gateway Harbor Park must be scheduled through GATEWAY.

WHEREFORE, the parties hereto set their hands and seals the day and year first above written.

CITY OF NORTH TONAWANDA

By: Austin Tylec, Mayor

CITY OF TONAWANDA

By: John White, Mayor

TONAWANDA GATEWAY HARBOR, INC.

By: Linda Foels, President

GATEWAY HARBOR PARK AGREEMENT

THIS AGREEMENT made and entered into this ___ day of June, 2009, by and among the CITY OF NORTH TONAWANDA, a municipal corporation, 216 Payne Avenue, North Tonawanda, NY 14120, herein after referred to as "NT"; and the CITY OF TONAWANDA, a municipal corporation, 200 Niagara Street, Tonawanda, NY 14150, herein after referred to as "TONAWANDA"; and the TONAWANDA GATEWAY HARBOR, INC., a not-for-profit corporation, with its office located at 55 Main Street, Tonawanda, NY 14150, herein after referred to as "GATEWAY".

WHEREAS, the Cities of Tonawanda and North Tonawanda found a steering commission for Gateway Harbor Park that prepares rules and regulations for the use of Gateway Harbor Park which were adopted by resolutions of the common council of both Cities and signed by the Mayors of both cities to promote economic growth, tourism, recreation and cultural and historic heritage through the utilization of the Tonawandas Gateway Harbor Park, and such resolutions having been adopted in the year 2000, and whereas Tonawanda Gateway Harbor Park, Inc. was formed through the steering committee and incorporated within the State of New York on October 16, 2002, and whereas GATEWAY was created for the purpose of promoting and carrying out the aforementioned purpose of the Tonawandas Gateway Harbor Park steering committee.

NOW THEREFORE, for good and valuable consideration and as hereinafter set forth, the parties agree and contract as follows:

1.) That NT and TONAWANDA herein agree to allow GATEWAY to organize and run various concert events as set forth below from June through September of each year as hereinafter delineated on Wednesdays, Fridays and Saturdays, the Fourth of July and certain other times as herein requested in conjunctions with the purposes set forth above.

WEDNESDAY NIGHT CONCERTS

2.) That GATEWAY shall conduct Wednesday night concerts commencing in June of each year through August of each year on the NT side of Tonawandas Gateway Harbor Park.

3.) That GATEWAY shall be responsible for providing all security, refuse cleanup and restrooms.

4.) That GATEWAY shall also be responsible to subcontract for all vendors.

5.) There shall be no cost to NT or TONAWANDA for providing any of the aforementioned items.

6.) That GATEWAY shall grant exclusive licenses to sell alcohol and food products in Gateway Harbor Park and shall be responsible to insure that those vendors have proper licenses and permits to sell said products and shall hold both NT and TONAWANDA harmless from any liabilities incurred.

7.) That all garbage, litter and refuse shall be removed from Gateway Park no later than 12:00 PM the Thursday following each scheduled concert.

FRIDAY NIGHT CONCERTS

8.) That GATEWAY shall conduct Friday night concerts commencing in June of each year through August of each year on the TONAWANDA side of Tonawandas Gateway Harbor Park with the state being set up on Young Street in the City of Tonawanda.

9.) That GATEWAY shall be responsible for providing all security, refuse cleanup and restrooms.

10.) That GATEWAY shall also be responsible to subcontract for all vendors.

11.) There shall be no cost to NT or TONAWANDA for providing any of the aforementioned items.

12.) That TONAWANDA shall be obligated to block off Young Street between Main Street and Delaware Street on the Friday morning of each scheduled concert.

13.) That GATEWAY shall grant exclusive licenses to sell alcohol and food products in Gateway Harbor Park and shall be responsible to insure that those vendors have proper licenses and permits to sell said products and shall hold both NT and TONAWANDA harmless from any liabilities incurred.

14.) That all garbage, litter and refuse shall be removed from Gateway Park no later than 12:00 PM the Saturday following each scheduled concert.

SATURDAY NIGHT CONCERTS

15.) That the staging for Saturday night concerts shall be established on the North Tonawanda side of Gateway Park.

16.) That all garbage, litter and refuse shall be removed from Gateway Park no later than 12:00 PM the Monday following each scheduled concert.

17.) That at least four uniformed and on duty NT police officers shall patrol Gateway Park during the scheduled concert date from 6:30 PM until 10:30 PM. Of the four NT police officers patrolling each concert, one officer shall be a Lieutenant. If no Lieutenant is available for the scheduled concert, all four officers may be patrolmen. Both NT and TONAWANDA will do its best to insure that overtime costs for the police officers patrolling Gateway Park shall be kept to a minimum. If overtime costs are incurred by either NT or TONAWANDA they shall be itemized and presented to GATEWAY, and GATEWAY shall be responsible for only one-half of the overtime costs incurred by either NT or TONAWANDA.

18.) That GATEWAY shall provide such additional security as shall be necessary to insure the safety of all patrons attending the concert, at no additional cost to NT or TONAWANDA.

19.) That GATEWAY shall also secure a sufficient number of portable restrooms for each scheduled concert at no cost to NT or TONAWANDA.

20.) That GATEWAY shall grant exclusive licenses to sell alcohol and food products in Gateway Harbor Park and shall be responsible to insure that those vendors have proper licenses and permits to sell said products and shall hold both NT and TONAWANDA harmless from any liabilities incurred.

GENERAL PROVISIONS

21.) That GATEWAY shall provide certificates of insurance for liability insurance in the amount of One Million Dollars (\$1,000,000.00) (each occurrence)/Two Million Dollars (\$2,000,000.00) (per event) aggregate insurance to both NT and TONAWANDA. That GATEWAY shall add the cities of North Tonawanda and Tonawanda as additional insureds on their primary policy.

22.) That GATEWAY hereby covenants and agrees to indemnify and save harmless NT and TONAWANDA from all fines, suits, claims, demands and actions resulting from its intentional, reckless or negligence acts of any kind in nature due to its operations pursuant to this Agreement. That GATEWAY further agrees to assume all the risk in the operation of its business and shall be solely responsible and answerable in damages for any and all accidents or injuries to person or properties resulting from its intentional, reckless or negligent acts in the operation of its business under this agreement. It is understood and agreed that the specific amounts of insurance set forth in paragraph "19.)" herein no way limits the liability of GATEWAY. GATEWAY shall carry insurance in such amounts as to indemnify and save harmless NT and TONAWANDA from all claims, suits, demands and actions resulting from GATEWAYS intentional reckless and negligent acts in the operations of its business under the terms of this Agreement.

23.) That any waiver or any breach of covenants herein contained to be kept and performed by GATEWAY shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent NT or TONAWANDA from declaring a forfeiture from any proceeding breach from either the same condition or covenant or otherwise.

24.) GATEWAY will make no unlawful or offensive use of the premises. It shall be the obligation of GATEWAY to maintain Gateway Park during the course of the concert.

25.) This agreement shall be automatically renewed each year unless sooner terminated as otherwise provided.

26.) That NT and/or TONAWANDA shall have the right to, and shall adopt and enforce reasonable rules and regulations with respect to the use of the park and related facilities which GATEWAY agrees to observe and obey. GATEWAY shall observe and obey all laws, ordinances, regulations and rules of the Federal, State, County and cities of North Tonawanda and Tonawanda which may be applicable to its scheduled concerts at the park. Likewise, it shall obtain and maintain all permits and licenses necessary for its operation of the concert series and unless otherwise stated in this agreement, GATEWAY agrees to pay all taxes, fees or licenses imposed by laws as it relates to the operation at the park of the concert venue, and as it relates to the vending of alcohol and/or food items.

27.) Notwithstanding anything to the contrary, NT and/or TONAWANDA or GATEWAY reserves the right to cancel this Agreement. Should NT and/or TONAWANDA exercise its right to cancel this Agreement it must give GATEWAY at least three months written notice. And exercising its right to cancel, NT and/or TONAWANDA must take and use the premises for the public purpose within the reasonable judgments of the common councils of the City of North Tonawanda and Tonawanda. Should GATEWAY choose to exercise its right to terminate this Agreement it must give the cities of North Tonawanda and Tonawanda written notice no earlier than September 1st and no later than October 31st of the year in which GATEWAY exercises its option to terminate. To be effective, written notice to terminate shall be provided to the Mayor, City Clerk and City Attorney of both NT and TONAWANDA. Once said written notice to terminate is given to the respective cities by GATEWAY it shall immediately vacate any use of the park premises.

28.) That either in March or October of each year, or both, at the request of NT and/or TONAWANDA, GATEWAY shall meet with the separate entities to discuss any concerns regarding the scheduled concerts, and at such other times as the respective cities request.

29.) That as soon as scheduled concert dates are available GATEWAY shall provide to both NT and TONAWANDA the scheduled concert dates, as well as the specific performers or events that shall occur within Gateway Harbor Park. That both NT and TONAWANDA shall provide electricity that is currently available at the park for GATEWAY to operate the stage, beer trucks and any equipment utilized for each concert. In addition to the use of any existing electrical outlets at Gateway Park, NT and TONAWANDA shall reserve for GATEWAY the use of at least one boat dock: outlet during each scheduled concert. In no event shall NT or TONAWANDA be required to provide electricity to GATEWAY other than that which is currently available at Gateway Park. In no event shall GATEWAY be allowed to touch NT or TONAWANDAs electrical service without the permission of the respective city.

30.) GATEWAY shall provide an area for handicap access around the stage for each scheduled concert.

31.) That this Agreement shall be governed by the laws of the State of New York and may not be modified except in writing.

32.) That this Agreement shall supercede and rescind as null and void any current agreement in existence at the present time.

WHEREFORE, the parties hereto have set their hands and seals the day and year first above written.

CITY OF TONAWANDA
By: Lawrence V. Soos, Mayor

CITY OF TONAWANDA
By: Ronald Pilozzi, Mayor

TONAWANDA GATEWAY HARBOR INC
By: Linda Foels, President