

# 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

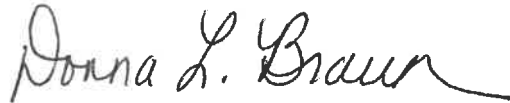
**May 27, 2025**

**The following meetings have been scheduled for TUESDAY, June 3, 2025**

**6:15PM Common Council Meeting Discussion**

**6:30 PM Common Council Meeting**

**Respectfully submitted,**

A handwritten signature in black ink that reads "Donna L. Braun". The signature is fluid and cursive, with a long horizontal flourish at the end.

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

**TO: Honorable Mayor & Common Council  
Alderman Schmigel, DiBernardo, Lavey, Loncar, Marranca**

**FROM: Donna L. Braun, City Clerk-Treasurer**

**RE: Agenda for Regular Session TUESDAY, June 3, 2025, 6:30PM**

**AUDIENCE PARTICIPATION – Agenda items only, not to exceed 90 minutes with each speaker limited to a five-minute maximum.**

### **COMMUNICATIONS FROM CITY OFFICIALS**

**II. Attorney**

**Re: Approval of Thursdays on the Water Contract**

**IV.1 Engineer**

**Re: Approval of Oliver Street Walkability Green Infrastructure Improvements Project 2024-01 Authorized Representative & 7 Local Match Funding for Green Resiliency Grant (GRG)**

**IV.2 Engineer**

**Re: Approval of Erie Canal Bike Path Extension Contract -Award of Contract 2020-04**

**IV.3 Engineer**

**Re: 2024-01: Smart Growth 2.0 Implementation Award of Contract**

**VII. Accountant**

**Re: Payment of the Abstract of Claims Dated June 3, 2025**

**XVII. Traffic Safety Committee**

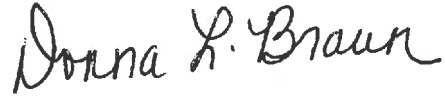
**Re: Various Traffic Safety Recommendations from their May Meeting.**

**XXV. Monthly Reports**

**1. Police Department**

**COMMUNICATIONS FROM OTHERS-NONE**

Respectfully submitted,

A handwritten signature in black ink that reads "Donna L. Braun". The signature is written in a cursive style with a large, stylized 'D' and 'B'.

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

# City of North Tonawanda

EDWARD A. ZEBULSKE, III  
CITY ATTORNEY

NICHOLAS B. ROBINSON  
ASSISTANT CITY ATTORNEY

MATTHEW T. MOSHER  
ASSISTANT CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY  
CITY HALL  
216 PAYNE AVENUE  
NORTH TONAWANDA, N.Y. 14120-5489

TELEPHONE  
(716) 695-8590  
FAX (716) 695-8592

May 30, 2015

Hon. Mayor and Common Council  
City Hall, 216 Payne Avenue  
North Tonawanda, New York 14120


RE: Proposed Lease Agreement – Thursdays on the Water Concerts

Dear Honorable Body:

Attached, for your review, is a proposed lease agreement between the City of North Tonawanda and JG Production and Entertainment, LLC, for the concert series commonly known as “Thursdays on the Water”, to be held at Gratwick Park. The promoter will provide a series of seven (7) concerts to be held on the following dates: July 10, July 17, July 24, August 7, August 14, August 21, and August 28, 2025.

Should your Honorable Body concur, please authorize the Mayor to execute the Agreement between the City of North Tonawanda and JG Production & Entertainment, LLC, subject to any further review by the City Attorney.

Very truly yours,

  
Edward A. Zebulske, III  
City Attorney

EAZ/lk  
Att.

RECEIVED  
CITY CLERK'S OFFICE

2025 MAY 30 AM 11:31  
NORTH TONAWANDA NY

# **LEASE**

Made and entered into this      th day of June, 2025, by and between the CITY OF NORTH TONAWANDA (“City”), a municipal corporation, 216 Payne Avenue, North Tonawanda, NY 14120 (hereinafter "LESSOR") and JG PRODUCTION & ENTERTAINMENT, LLC, located at 800 Walck Road, North Tonawanda, NY 14120 (hereinafter "LESSEE").

**WHEREAS**, the City owns, operates and maintains property commonly known as “Gratwick Park”. Said property is located on the easterly side of the Niagara River in the City of North Tonawanda, lying east of River Road, and

**WHEREAS**, the City desires to lease a portion of the aforementioned land (described more fully in the highlighted portion of attached Exhibit “A) for the purpose of making the property available to the general public for a concert series commonly known as “Thursdays On The Water”, and

**WHEREAS**, the lease of a portion of “Gratwick Park” for “Thursdays On The Water” fulfills the City’s obligation to operate its parks and facilities for the use and benefit of the general public, and

**WHEREAS**, the City has negotiated this agreement, in “good faith”, to allow lessee the right to utilize a portion of “Gratwick Park” for “Thursdays On The Water,” and the city has determined that through negotiations, the parties have reached a satisfactory and advantageous agreement.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth, lessor hereby agrees to lease said premises and lessee hereby accepts said premises herein set forth and upon the terms, conditions and provisions set forth and stated in this agreement.

**WITNESSETH:**

**WHEREAS**, lessor has declared its intention to lease a parcel of City-owned property, known as “Gratwick Park” and being located on the Niagara River front lying on the easterly side of the Niagara River in the City of North Tonawanda, lying west of River Road in said City of North Tonawanda (See attached Exhibit “A”) for the purpose of utilizing said parcel for “Thursdays On The Water;” and

**WHEREAS**, the lease shall only be for the seven (7) “Thursdays On The Water” dates approved by the North Tonawanda Common Council, to wit:

- **July 10<sup>th</sup>, 2025;**
- **July 17<sup>th</sup>, 2025;**
- **July 24<sup>th</sup>, 2025;**
- **August 7<sup>th</sup>, 2025;**
- **August 14<sup>th</sup>, 2025;**
- **August 21<sup>st</sup>, 2025;**
- **August 28<sup>th</sup>, 2025;**

future years dates will be decided at that time and approved by the North Tonawanda Common Council.

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

1. The lessor hereby leases to the lessee a portion of the parcel of land known as “Gratwick Park,” for Thursdays On The Water on the dates outlined above. In no case shall lessee’s event infringe upon public use of “Gratwick Park” boat ramps and public parking for boater vehicles/ trailers adjacent to said ramps.

2. As partial consideration for the rental of the premises, the lessee agrees to keep the leasehold premises in at least its present condition.

3. Lessee hereby agrees to tender the total sum of **\$9,410** to Lessor Department of Parks and Recreation for the cost for the following:

- a. \$7,000 (\$1,000 per concert date for police/emergency personnel.)
- b. \$1,050 (\$150 per event for special permit)
- c. \$1,360 (total for cost of bathroom pump outs for half the events (city covers the cost of other half as they are scheduled bi-weekly without concerts).

4. Lessee hereby agrees to pay half of this before the first concert with the remaining half being paid no later than ten days after the final concert.

5. Lessor shall not be required to provide lessee with the electricity other than that which is currently available at “Gratwick Park”. In the event lessee requires additional electricity, lessee will be permitted to supply its own generators. This sum includes costs of security/emergency personnel as stated in paragraph 13.

6. Lessee hereby agrees to pay an additional 5% of any late payment. Further, Lessee hereby agrees to absorb and pay the cost of any bank fees and/or bounced checks.

7. Lessee hereby agrees to be responsible for any and all damages associated with Thursdays on the Water, as well as be responsible for all costs associated with any stage rental, lighting and/ or sound equipment necessary for the event.

8. Lessee shall be allowed to collect any parking fees for the event.

9. Lessor shall provide any snow fencing and totes requested by Lessee for the event.

10. Lessee is responsible for the installation and location of said snow fence.

11. **Garbage:** Lessee shall clean up all garbage, litter and refuse left in the park after each scheduled show and deposit it in designated location in "Gratwick Park". Lessor shall provide garbage totes for utilization by Lessee. Cleanup of "Gratwick Park" shall be completed to Lessor's satisfaction no later than the Friday morning following the event, no later than 11:00am. As part of said cleanup, all garbage must be properly collected in proper Lessor garbage receptacles and collected in a venue location of Lessor's choosing to be picked up by Lessor Department of Public Works.

12. **Security/ Emergency Personnel:** In addition to the aforementioned rent set forth in paragraph 3 above, lessee shall provide proper security guards/ parking attendants for the event, the proper number to be at the discretion of the North Tonawanda Police Chief.

The number of said uniformed North Tonawanda Police Officers shall be at the sole discretion of the North Tonawanda Police Chief and the costs shall be in accordance with the cost estimate provided by the North Tonawanda Police Chief prior to season. Lessee will bear the costs of the police officers.

Lessor will make the North Tonawanda Auxiliary Police available to assist with traffic control at the said venue on the agreed upon dates.

Lessee is solely responsible for obtaining any State and local permits, including but not limited to NYS Part 18 Mass Gathering Permit, along with requirements for said permits, and the cost thereof. Lessee agrees to abide by any State and local rules, laws or regulations.



Lessee agrees to indemnify and hold harmless the Lessor for any damages, fines and other penalties and/or costs incurred or imposed by and upon the Lessor.

13. **Restrooms:** In addition to the aforementioned rent set forth in paragraph 3 above, lessee shall provide at least five (5) portable restrooms for Thursdays On The Water. Said portable restrooms shall be provided at no cost to lessor.

14. **Vendors:** Lessee shall be granted exclusive license to sell alcohol and food products on the leased premises during the event. Alcohol sales shall be made solely by lessee's **chosen** vendor. Lessee as well as any food or alcohol vendors utilized by lessee shall possess all necessary and valid permits and licenses for the sale of alcohol and food at the scheduled event, including but not limited to City of North Tonawanda vending permits. Vendors shall be exempt from all park permit fees during shows which are the subject of this lease.

15. **Insurance:** No later than one week prior to the first event for Thursdays on the Water, the lessee shall furnish the lessor a certificate of liability insurance in the amount of \$1,000,000.00 (each occurrence) /\$2,000,000.00 (per event aggregate), under which certificate the lessor shall be designated as an insured, together with the lessee.

16. Subsequent to the Thursdays On The Water events, the lessee shall, without notice, quit and deliver said premises to the lessor, or its assigns, peacefully, quietly and in as good order and condition, reasonable use and wear thereof excepted, as the same is now or may hereafter be placed by the lessor or lessee.

17. The lessee hereby covenants and agrees to indemnify and save harmless the lessor from all fines, suits, claims, demands and actions resulting from its intentional, reckless or negligent acts of any kind and nature due to its operations pursuant to this lease. Lessee 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 persons or property resulting from its intentional, reckless or negligent acts in the operation of its business under this lease. It is understood and agreed that the specified amounts of insurance set forth in paragraph 8 herein in no way limit the liability of the lessee. The lessee shall carry insurance in such amounts as to indemnify and save harmless the lessor from all claims, suits, demands and actions resulting from lessee's intentional, reckless and negligent acts in the operation of its business under the terms of this lease.

18. The lessee shall allow the lessor's authorized representative access to the premises at all reasonable hours for the purpose of examining and inspecting said premises for purposes necessary, incidental to, or connected with the performance of its obligations hereunder or in the exercise of its governmental functions. Lessor's representative shall be available at "Gratwick Park" at least one (1) hour prior to and during the Thursdays On The Water events.

19. The lessee shall not assign, transfer, sublease, pledge, surrender or otherwise encumber or dispose of this lease or any estate created by this lease, or any interest in any portion of it, or permit any other person or persons, company or corporation to occupy the premises without the written consent of the lessor. Written consent by lessor to assign, transfer or sublease shall not be unreasonably withheld, but shall be subject to scrutiny and approval of lessor. Any consent by lessor to assign, transfer or sublease shall be further subject to renegotiation of this lease with the proposed assignee, transferee of sub lessee. Notwithstanding any provision of the lease to the contrary, lessee may freely assign or transfer its rights and obligations under this lease at any time and without written notice to or consent from the lessor to any entity controlled by, controlling or under control with lessee, to any party operating

lessee's radio station(s) under a time brokerage agreement, or to any successor or assignee of the FCC license(s) for such radio station(s).

20. Any waiver or any breach of covenants herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach of either the same condition or covenant or otherwise.

21. The lessee will make no unlawful or offensive use of the premises. Lessor shall maintain "Gratwick Park" directly before and directly after the event. Such maintenance by lessor shall include, but not be limited to watering flowers, street sweeping, disposal of garbage and providing garbage bags.

22. **Term:** This agreement shall be effective upon signature of both parties and shall expire on September 1, 2025, unless sooner terminated as otherwise provided. At the expiration or earlier termination of this agreement, the lessee shall promptly surrender the possession of the premises to the lessor.

23. The lessor 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 the lessee agrees to observe and obey. The lessee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and lessor which may be applicable to its scheduled Thursdays On The Water event. Likewise, it shall obtain and maintain all permits and licenses necessary for its operation of the Thursdays On The Water event and unless otherwise stated in this agreement, lessee agrees to pay all taxes, fees or licenses imposed by law as relates to its operation of the park as a Thursdays On The Water event and as relates to its vending of alcohol and/or food items.

24. It is understood and agreed that nothing contained herein is intended or should be construed as any way creating or establishing the relationship of co-partners between the parties hereto, or as constituting the lessee as the agent, representative or employee of the lessor for any purpose or in any manner whatsoever.

25. This lease shall supersede and rescind as null and void any present lease 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 NORTH TONAWANDA

JG PRODUCTION & ENTERTAINMENT, LLC

By

By

\_\_\_\_\_  
Austin J. Tylec, Mayor

\_\_\_\_\_  
Jesse Gooch, President

STATE OF NEW YORK)  
COUNTY OF NIAGARA) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2025 before me personally came AUSTIN J. TYLEC, to be personally known, who, being by me duly sworn, did depose and say that he is the Mayor of the City of North Tonawanda, NY, the municipal corporation described in and which executed this agreement; that he knows the seal of said corporation; that the seal affixed hereto is such corporate seal; that it was so affixed by order of the Common Council of the City of North Tonawanda, NY and that he signed his name thereto by like order.

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Notary Public

STATE OF NEW YORK)  
COUNTY OF NIAGARA) SS:

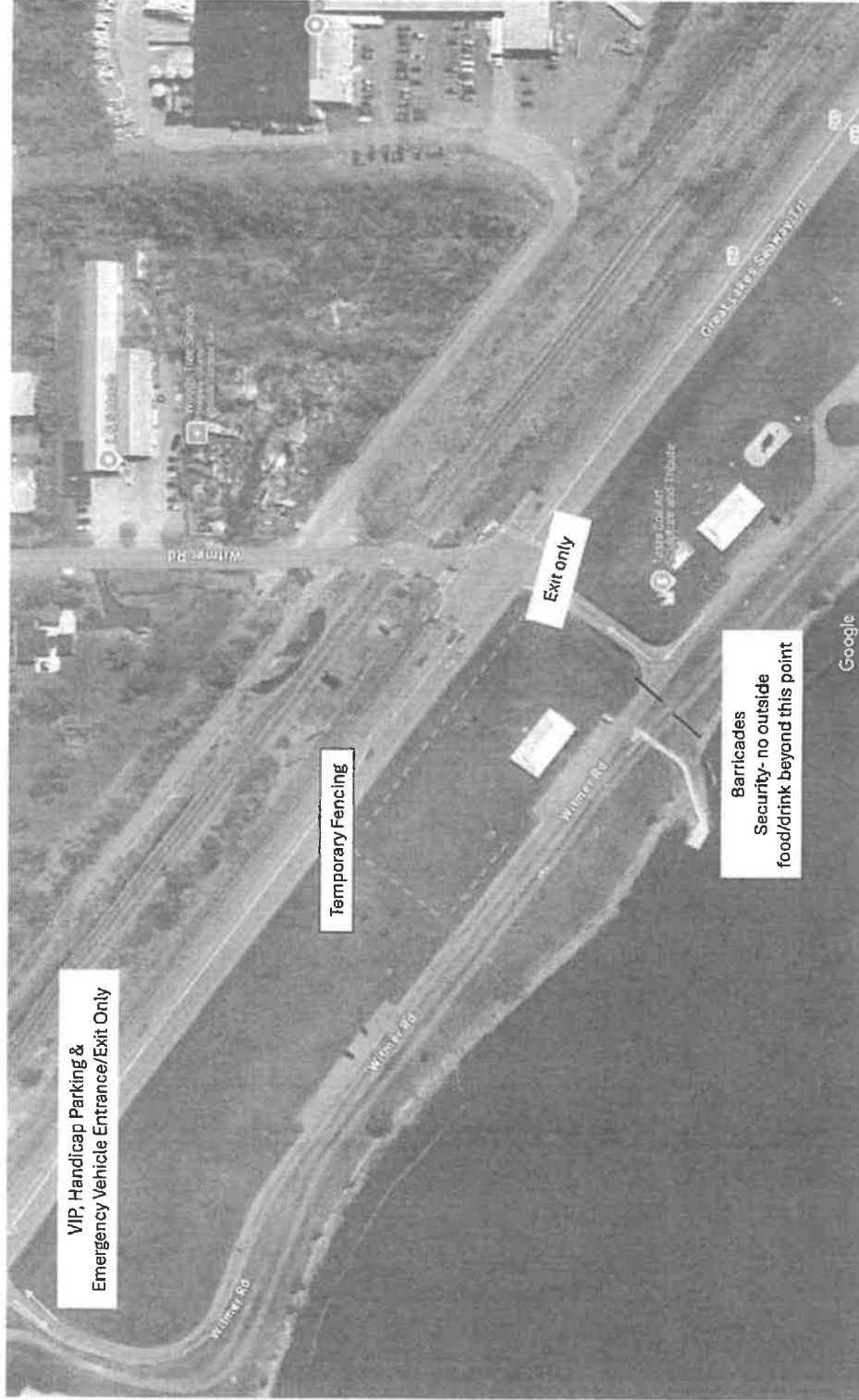
On this \_\_\_\_\_ day of \_\_\_\_\_, 2025 before me personally came JESSE GOOCH, president of JG PRODUCTION & ENTERTAINMENT, LLC to be personally known, who, being by me duly sworn, did depose and say that his corporate office is located at 800 Walck Road, North Tonawanda, NY 14120; that he is the president of the corporation described in and which executed this agreement; that she knows the seal of said corporation; that the seal affixed hereto is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

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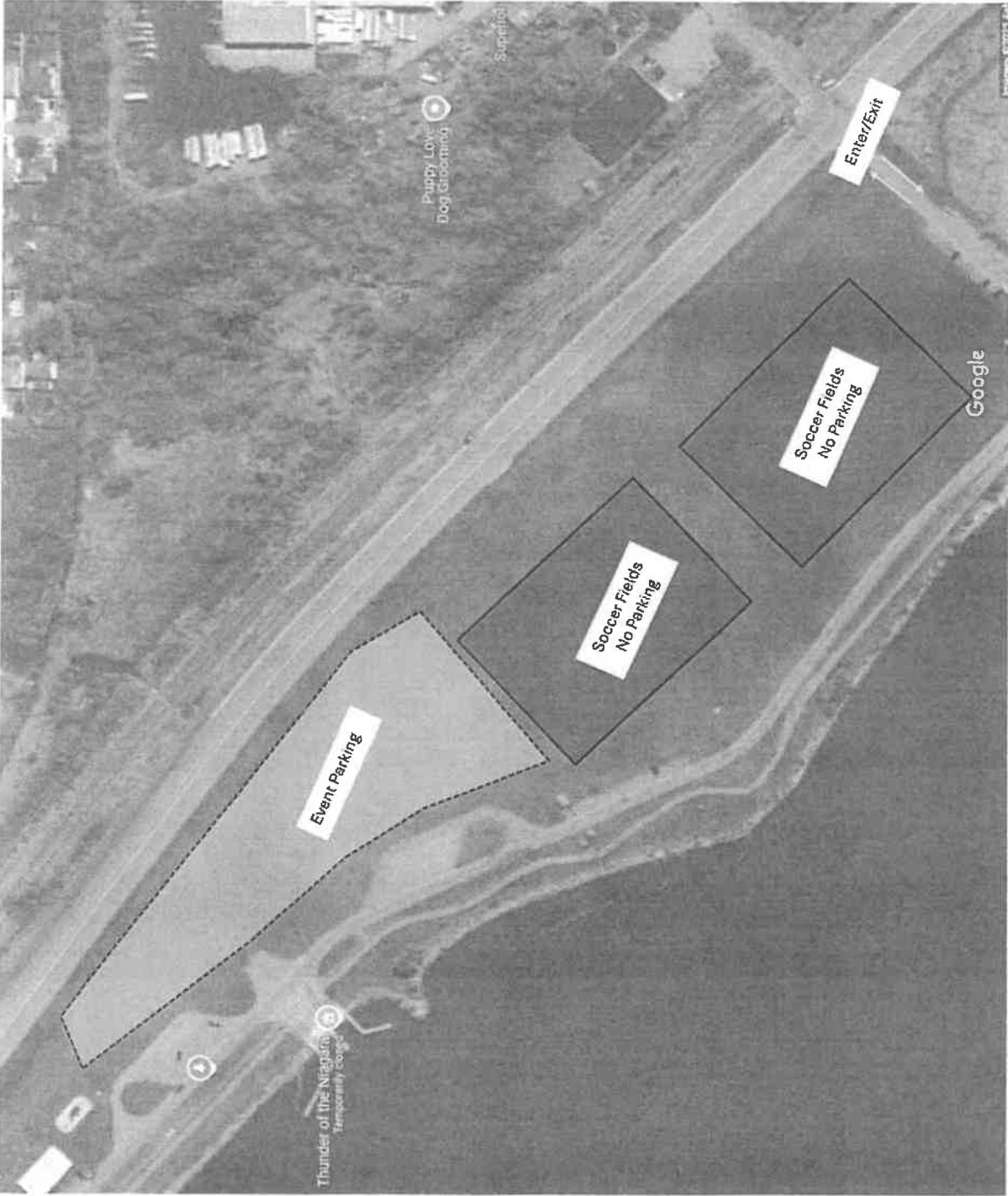
Notary Public

EXHIBIT 'A'

**Thursdays on the Water (TOTW) Proposed Map**



1. ALL temporary fencing must be taken down after the event and put up prior to the event by TOTW. This includes fencing along River Road side of park
2. City will bring barricades down weekly for TOTW to set up as needed.
3. City will bring garbage totes Thursday morning. After the event have them lined up along Pavilion 2 parking lot for pickup on Friday morning.
4. Food vendors are not permitted to dump cooking grease on premise. TOTW will be responsible for any damages.
5. Any straw used for the grounds must be cleaned up weekly.
6. Use caution around newly planted trees surrounding both pavilions and playground. TOTW will be responsible for any damaged trees
7. Bathrooms will be open for the event (lights will be on).
8. Keep all parking/driving off the soccer fields to prevent ruts and unsafe conditions for leagues which use the fields 3 days per week.







**City of North Tonawanda  
Department of Engineering**

City Hall, 216 Payne Avenue  
North Tonawanda, NY 14120-5493  
www.northtonawanda.org

**Chelsea L. Spahr, P.E.**

*City Engineer*

Phone: (716) 695-8565

Fax: (716) 695-8568

IV. 1

May 20, 2025

Honorable Austin J. Tylec, Mayor  
and Common Council Members  
City Hall  
North Tonawanda, New York 14120

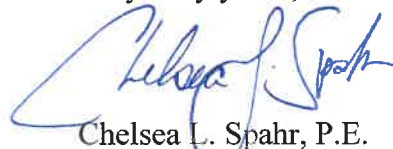
**RE: Oliver Street Walkability and Green Infrastructure Improvements  
Project No. 2024-01  
Authorized Representative and Local Match Funding for Green Resiliency  
Grant (GRG)**

Honorable Body:

The City was awarded a New York State Environmental Facilities Corporation (NYSEFC) GRG grant, in the amount of \$1,500,000, for our Oliver Street Walkability and Green Infrastructure Improvements Project. To enter into the grant agreement with NYSEFC, the City must pass a resolution authorizing a City representative to execute the grant agreement as well as authorizing the appropriation of the minimum local match of \$166,667.

The Common Council should act on the following attached resolution to authorize the Mayor as the authorized representative and commit to the required minimum match. Thank you for your time and consideration.

Very truly yours,



Chelsea L. Spahr, P.E.  
City Engineer

CLS:cls  
Attachment

Cc: File, w/a  
Edward Zebulske III, City Attorney, w/a  
Laura Wilson, Director of Community Development, w/a  
John Urban, Superintendent of Public Works, w/a  
Doug McCord, LaBella, w/a

RECEIVED  
CITY CLERK'S OFFICE

2025 MAY 22 PM1:04  
NORTH TONAWANDA NY

**WHEREAS**, the City of North Tonawanda (Applicant) proposes the implementation of walkability and green infrastructure improvements along Oliver Street from Sweeney Street to Thompson Street (the “Project”).

**NOW THEREFORE BE IT RESOLVED**, that the sum of \$166,667 will hereby be appropriated from expenditure line 623-5997-0245 in the 2025 budget and made available to cover the required minimum local match for the Project; and be it further

**RESOLVED**, that the Mayor is hereby authorized to execute the Grant Agreement and any other contracts, documents, and instruments necessary to bring about the Project and to fulfill the obligation under the Grant Agreement subject to review and approval by the City Attorney.



**City of North Tonawanda**  
**Department of Engineering**  
City Hall, 216 Payne Avenue  
North Tonawanda, NY 14120-5493  
www.northtonawanda.org

**Chelsea L. Spahr, P.E.**  
*City Engineer*  
Phone: (716) 695-8565  
Fax: (716) 695-8568

May 27, 2025

IV. 2

Honorable Austin J. Tylec, Mayor  
and Common Council Members  
City Hall  
216 Payne Avenue  
North Tonawanda, New York 14120

**Re: 2020-04: PIN 5764.74 Erie Canal Bike Path Extension Contract  
Award of Contract**

Dear Honorable Body:

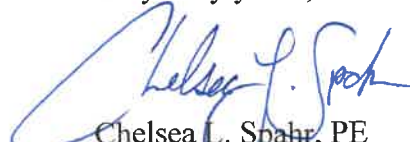
On May 20, 2025, four (4) bids were received and opened by the City Clerk for the PIN 5764.74 Erie Canal Bike Path Extension Contract. The results are as follows:

Total Base Bid:

1. Nova Site Company, LLC	<b>\$2,329,845.00</b>
2. Edbauer Construction	\$2,501,415.50
3. Milherst Construction Inc.	\$2,922,059.00
4. Scott Lawn Yard, Inc.	\$3,283,577.27

Our design consultant C&S Companies has reviewed the bid results and are recommending award of the Contract, see attached letter. Accordingly, I respectfully request that the Common Council award the PIN 5764.74 Erie Canal Bike Path Extension Contract to Nova Site Company, LLC, 6 Lena Court, West Seneca, NY 14224, at their low Base Bid amount of \$2,329,845.00; authorizing the Mayor to sign said contract subject to review by the City Attorney.

Very truly yours,

  
Chelsea L. Spahr, PE  
City Engineer

CLS:cls

Cc: file  
Edward Zebulske, City Attorney  
John Urban, DPW Superintendent  
Laura Wilson, Director of Community Development  
Alex Domaradzki, Direct of Parks, Recreation, Youth and Seniors  
Jeffery Zellner, City Accountant  
Dan Borcz, PE, C&S Companies

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2025 MAY 27 PM 3:20  
NORTH TONAWANDA NY



**C&S Companies**  
141 Elm Street, Suite 100  
Buffalo, NY 14203  
p: (716) 847-1630  
f: (716) 847-1454  
www.cscos.com

May 21, 2025

Mrs. Chelsea Spahr  
City Engineer  
City of North Tonawanda Engineering Department  
216 Payne Avenue  
North Tonawanda, NY 14120

Re: PIN 5764.74, Erie Canal Bike Path Extension  
Project Number 2020-04  
Summary of Bids and Recommendation of Award

Mrs. Spahr,

The City of North Tonawanda received bids for the above referenced project on May 20, 2025; four (4) bids were received. We have reviewed and checked all unit bid prices and totals and report the following total base bids for this project:

<u>Rank</u>	<u>Bidder Name</u>	<u>Base Bid Amount</u>
1	Nova Site Company, LLC	\$ 2,329,845.00
2	Edbauer Construction	\$ 2,501,415.50
3	Milherst Construction Inc.	\$ 2,922,059.00
4	Scott Lawn Yard, Inc.	\$ 3,283,577.27

I hereby certify that, to the best of my knowledge and belief, this contract was bid in accordance with the applicable competitive bidding procedures and all Federal and State rules and regulations pursuant thereto, and that this summary includes all bids received at the public bid opening held at the City of North Tonawanda City Hall on May 20, 2025, for a contract in the City of North Tonawanda for the project identified as PIN 5764.74, Erie Canal Bike Path Extension. Each of these bids has been reviewed, checked and all computations verified. There is a quantity bust in Item 627.50140008 (Cutting Pavement), however, this has no bearing on the bid results. There were no mathematical errors found in either of the four (4) bids. The bid received from Nova Site Company, LLC is sound and stands as the apparent low bid.

The City of North Tonawanda has confirmed ONLY the Base Bid will be awarded. Nova Site Company's base bid was 45.07% higher than the engineer's estimate, accounting for all Addendums issued.

Based upon the results from the bid analysis and a full evaluation of bidder responsibility, including the DBE Participation Package submitted per NYSDOT Standard Specifications §102-12 (for bids let after May 1, 2025), we believe Nova Site Company is capable of performing the work required and has submitted a sound bid. We recommend award of this project to Nova Site Company.

Very truly yours,

Daniel T. Borcz, P.E.  
WNY Transportation Department Manager, C&S Engineers



**City of North Tonawanda**  
**Department of Engineering**  
City Hall, 216 Payne Avenue  
North Tonawanda, NY 14120-5493  
[www.northtonawanda.org](http://www.northtonawanda.org)

**Chelsea L. Spahr, P.E.**  
*City Engineer*  
Phone: (716) 695-8565  
Fax: (716) 695-8568

May 29, 2025

IV.3

Honorable Austin J. Tylec, Mayor  
and Common Council Members  
City Hall  
216 Payne Avenue  
North Tonawanda, New York 14120

**Re: 2024-01: Smart Growth 2.0 Implementation  
Award of Contract**

Dear Honorable Body:

On May 28, 2025, one (1) bid was received and opened by the City Clerk for Smart Growth 2.0 Implementation Contract. The results are as follows:

Total Base Bid:

**1. Scott Lawn Yard** **\$721,123.00**

Add Alternate No. 1 (EV Charging in Manhattan Street Parking)

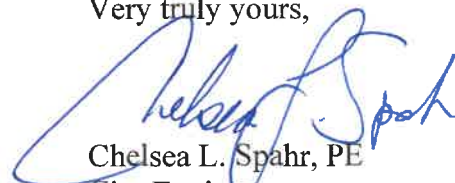
**1. Scott Lawn Yard** **\$195,885.00**

Add Alternate No. 2 (Street Lighting on Webster Street)

**2. Scott Lawn Yard** **\$1,264,790.00**

Our design consultant LaBella has reviewed the bid results and are recommending award of the Contract, see attached letter. Accordingly, I respectfully request that the Common Council award the Smart Growth 2.0 Implementation Contract to Scott Lawn Yard, 3305 Haseley Drive, Niagara Falls, NY 14304, at their low Base Bid amount of \$721,123.00 and contingent on acquiring the grants highlighted in the contract Add Alternate No. 1 in the amount of \$195,885.00 as a separate contract; authorizing the Mayor to sign said contracts subject to review by the City Attorney.

Very truly yours,

  
Chelsea L. Spahr, PE  
City Engineer

CLS:cls

Cc: file  
Edward A. Zebulski III, City Attorney  
John Urban, DPW Superintendent  
Laura Wilson, Director of Community Development  
Alex Domaradzki, Direct of Parks, Recreation, Youth and Seniors  
Jeffery Zellner, City Accountant  
Doug McCord, LaBella

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2025 MAY 29 PM 3:12  
NORTH TONAWANDA NY



May 29, 2025

Chelsea Spahr, City Engineer  
City of North Tonawanda  
130 Ovid Street  
Seneca Falls, NY 13148

RE: **Bid Opening**  
**Smart Growth 2.0, Fleischman Park & Manhattan St. Parking Lot Improvements, DRI Project**  
**No. 2**  
**LaBella Project No. 2242447.02**

Chelsea,

On Wednesday, May 28, 2024, we received and opened bids for the Fleischman Park DRI project No 2. We received one (1) General Construction Contract bid for the project and that base bid was for \$721,123.00 submitted by Miller Construction Services, Inc. d/b/a Scott Lawn Yard. Two alternates were included in Miller Construction's bid, Alt. 1 for \$195,885.00 and Alt. 2 for \$1,264,790.00. We recommend that we do not proceed with alternate no. 2. Alternate No. 1, we recommend awarding as a separate contract with the contingent that the contractor provide proof of applying for all applicable utility incentives and NYSEDA available funding, and any other applicable programs. We have reviewed the winning/low bid from Miller Construction Services, Inc. d/b/a Scott Lawn Yard and there are no math errors in the bid that affect the outcome of the bid in any way. The required bid bond and certifications appear to be in place. I spoke with Adam Garrison, Project Estimator of the company, who prepared the bid, and he has stated that he and the owner, Christine Miller, are comfortable with the bid and look forward to working on the project.

Miller Construction Services, Inc. d/b/a Scott Lawn Yard is a WBE that accomplishes the goal of 15% WBE requirement but does not have the remaining 15% MBE requirement at this time. Prior to awarding the bid Miller Construction will be required to provide proof of good faith effort to employ MBE subcontractors for the project and, as such, will be able to meet NY State requirements in that respect.

I recommend award of the Construction contract to Miller Construction Services, Inc. d/b/a Scott Lawn Yard with a bid in the amount of \$721,123.00, with a separate contract for alternate no. 1. They have been in business for many years, LaBella Associates has worked with this contractor many times in the past, and they have performed well on previous projects. I also recommend holding an additional contingency fund of 10% of the bid amount to cover the cost of any unforeseen design and construction work and circumstances.



Please give me a call if you would like to discuss any of the above in more detail.

Respectfully Submitted,  
LaBella Associates

A handwritten signature in cursive script, reading "Douglas C. McCord".

Douglas C. McCord, RLA, ASLA, Project Manager

May 19<sup>th</sup>, 2025

Donna Braun

City Clerk/ Treasurer

216 Payne Avenue North Tonawanda, NY 14120

Traffic Safety Minutes:

XVII.

The May meeting of the North Tonawanda Traffic Safety Committee was called to order at 1800 hours. Roll call showed the following members present: M. Meisenburg, R. Frank, N. Ferguson, M. Nalbone, N. Phelps and R. Brennan. The minutes from the previous meeting were read and accepted, the following new concerns/requests were discussed, and recommendations made.

1. Note: 1 In April minutes from Carlton Durham from 1416 East Robinson Rd, the right lane coming from the bridge going west bound on East Robinson be changed to right turn only. The committee made a final decision to agree to this request.
2. Note: 3 in April minutes Member Brennan had a request on Walck Rd going west bound at Nash Rd that the right lane should be right turn only. The committee made a final decision to agree to this request.
3. Note: 4 in April minutes, install a guard rail along the curve on Payne Ave from Fredericka to Daniel drive. A reputable contractor named Elderlee, Inc. will be coming out to the location in the week of May 26<sup>th</sup> to give the city a quote.
4. Request from Rhonda Johnson from, 284 Warner Ave asked for 30 mph signs on Warner Ave. She stated that the street has no 30-mph signage. She was correct and the committee agreed to install speed signs on Warner Ave.
5. Second request from Rhonda Johnson for the removal of the "Deaf Child" sign as the female is no longer on Warner Ave. The committee all agreed to the removal.

The next Traffic Safety Meeting will be held on June 16<sup>th</sup>, 2025.

Travel safely!

Matthew R. Meisenburg

2025 MAY 23 PM 1:36  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE



JEFFREY ZELLNER  
CITY ACCOUNTANT  
  
JENNIFER CRESS  
PAYROLL PERSONNEL SPECIALIST  
  
SHERI GAMPP  
JUNIOR ACCOUNTANT

# City of North Tonawanda

DEPARTMENT OF ACCOUNTING  
CITY HALL  
216 PAYNE AVENUE NORTH  
TONAWANDA, N.Y. 14120

TELEPHONE: (716) 695-8545  
FAX: (716) 695-8573

VII

May 27th, 2025


Honorable Austin J. Tylec, Mayor  
And Common Council Members  
City Hall  
216 Payne Avenue  
North Tonawanda, NY 14120

Dear Honorable Body:

In accordance with Article V, Division 1, Section 5.002 and 5.003 of the City Charter, an Abstract Sheet, comprised of a Warrant of Claims, has been submitted by this office for your review and approval.

Accordingly, please authorize for payment the current Warrant of Claims for Common Council audit, dated June 2nd, 2025, and further authorize the Mayor and City Clerk-Treasurer to respectively sign and countersign said Warrant.

Warm Regards,

  
JEFFREY ZELLNER  
CITY ACCOUNTANT

2025 MAY 27 PM 3:21  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE



# Department of Police

CITY OF NORTH TONAWANDA  
216 Payne Avenue  
North Tonawanda, N.Y. 14120-5491

TELEPHONE  
(716) 692-4111  
FACSIMILE  
(716) 692-4321  
EMERGENCY NO.  
9-1-1

XXV

May 20, 2025

Honorable Mayor Austin J. Tylec and  
Members of the City of North Tonawanda Common Council

Dear Sirs,

Please find the attached Summary of Police Activities Report, the Summary of Criminal Activities Report, and the V&T Report for the month of APRIL 2025.

Respectfully Submitted,

Keith T. Glass  
Chief of Police

cc: Joe Loncar  
cc: Robert Schmigel  
cc: Frank DiBernardo  
cc: Joseph Lavey Jr.  
cc: Joe Marranca

KTG/as

2025 MAY 22 PM 1:04  
NORTH TONAWANDA NY

RECEIVED  
CITY CLERK'S OFFICE

<p style="text-align: center;">NORTH TONAWANDA POLICE DEPARTMENT</p> <p style="text-align: center;">SUMMARY OF POLICE ACTIVITIES FOR THE MONTH OF APRIL 2025</p>
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**CRIMINAL**

Complaints received and investigated					63
Complaints cleared by arrest or exceptional clearance					32
Complaints ruled unfounded					0
Number of males arrested	under 18:	over 18:	22		22
Number of females arrested	under 18:	0	over 18:	4	4
Arrests for other authorities					0
Failure to Appear/Violation of Probation Warrant Arrests					29

**TRAFFIC**

Traffic summonses issued	1059
DWI arrests	2
Parking tags issued	20

**MISCELLANEOUS**

Miscellaneous service	2,586
Incident reports	80
Vehicle accidents	30
Vehicle accidents (fatal)	0
Vehicle stops	1041
Police escorts	1
Prisoner meals	73
Mug shots taken	26
Fingerprints taken	26
Persons missing and located	1
Automobiles stolen	3
Automobiles recovered	0
Automobiles recovered for other authorities	0
Record check fees	\$140.00
Photocopy fees	\$120.50
Fines collected	\$49,556.50
Value of property damaged	\$700.00
Value of property stolen	\$85,331.44
Value of property recovered	\$3.99

Respectfully submitted,



Keith T. Glass  
Chief of Police

KTG/as

<p style="text-align: center;">NORTH TONAWANDA POLICE DEPARTMENT SUMMARY OF CRIMINAL ACTIVITIES FOR THE MONTH OF APRIL 2025</p>
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CRIMINAL FELONIES, MISDEMEANORS AND OFFENSES

<u>TYPE OF OFFENSE</u>		<u>COMPLAINTS</u>	
	Received	Cleared	Unfounded
AGG. ASSAULT	1	1	0
ALL OTHER OFFENSES	8	4	0
ARSON	0	0	0
BURGLARY	2	0	0
COERCION	0	0	0
CRIMINAL MISCHIEF	1	0	0
CRIM POSS WEAPON	2	2	0
DIS CON	1	1	0
HARASSMENT (SIMPLE ASSAULT)	14	8	0
DRUG OFFENSES	10	0	0
EMBEZZLEMENT	0	0	0
FAILURE TO APPEAR	29	29	0
FORGERY	0	0	0
FRAUD (ID THEFT)	2	0	0
LARCENY	12	4	0
LEAVING THE SCENE	3	0	0
MURDER	0	0	0
RAPE	0	0	0
ROBBERY	1	0	0
SEXUAL OFFENSES	2	0	0
POSSESSION OF STOLEN PROPERTY	1	0	0
UNAUTH USE M/V	3	1	0
VIOL OF PROBATION	0	0	0
ARRESTS FOR OTHER AUTHORITIES		0	
ARRESTS/CLEAR COMPS. FM PREV MONTHS		11	
TOTALS	92	61	0

V & T REPORT FOR THE MONTH OF APRIL 2025
--

TRAFFIC INFRACTIONS:

SPEEDING	445
REDLIGHT VIOLATION	71
STOP SIGN VIOLATION	128
NO REGISTRATION	19
NO LICENSE	12
FAULTY EQUIPMENT	56
NO INSPECTION	50
FAILED TO YIELD RIGHT OF WAY	3
SEAT BELT VIOLATION	35
NO INSURANCE	4
LICENSE PLATE VIOLATION	12
IMPROPER TURN	8
DROVE ON LEFT SIDE OF PAVEMENT MARKINGS	2
FAILED TO KEEP RIGHT	0
LEAVING SCENE OF INCIDENT	0
FAILURE TO SUBMIT TO PRE-SCREEN BREATH TEST	0
AVOIDING INTERSECTION OR TRAFFIC CONTROL DEVICE	1
FAILURE TO NOTIFY COMMISSIONER OF CHANGE OF ADDRESS	2
UNSAFE BACKING	3
MISCELLANEOUS	124
TOTAL	975

TRAFFIC MISDEMEANORS:

DWI	4
OPERATING WHILE REGIS. SUSPENDED/REVOKED	17
AGGRAVATED UNLICENSED OPER 3RD	33
AGGRAVATED UNLICENSED OPER 2ND	12
RECKLESS DRIVING	0
LEAVING SCENE INJURY ACCIDENT	0
DISPLAY FORGED CERTIFICATE W/O INSPECTION	1
OPER MV WHEN LICENSE/REGISTRATION IS SUSPENDED	5
FAILURE TO SURRENDER SUSP/REVOKED LICENSE/REGIS	10
USE/LEASE/RENTED/LOANED VEHICLE W/O INTERLOCK DEVICE	1
EQUIPMENT VIOLATIONS - MISDEMEANOR	0
FAIL TO SECURE SHIFTABLE LOAD/LOGS INSECURELY FASTENED	0
ILLEGAL SPEED CONTEST	0
POSSESSION OF A LOADED FIREARM IN/ON VEHICLE	0
TOTAL	83

TRAFFIC FELONIES:

AGGRAVATED UNLICENSED OPERATION 1ST	0
AGGRAVATED DWI/CHILD IN VEHICLE	0
OPERATE MV .08 OF 1% OR MORE ALC-PRIOR CONV DESIG	0
DWI/PREVIOUS CONVICTION W/IN 10 YEARS	0
DRIVING W/ABILITY IMPAIRED BY DRUG(SPECIAL)	0
DRIVING W/ABILITY IMPAIRED BY DRUG(FELONY)	0
LEAVING SCENE ACCIDENT RESULTING IN SERIOUS INJURY	1
TOTAL	1

FINES (CITY IMPOSED):

TRAFFIC	\$1,747.00
TRAFFIC (PARKING)	\$44,464.50
CITY (PL,LOC,ABC)	\$2,025.00
BAIL FORFEITURE	\$0.00
PARKING TAGS	<u>\$1,320.00</u>
TOTAL	\$49,556.50

MUG SHOTS: 26

PARKING TAGS: 20

MEAL TICKETS: 73