1. Agenda

   Documents:

   AGENDA 07-09-20.PDF

2. Supporting Documents

   Documents:

   MEETING DOCS 070820.PDF

REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF PLATTSBURGH, NEW YORK
July 9, 2020
5:00 P.M.

AGENDA

Pledge of Allegiance
(RC)
Present: Mayor Colin Read, Councilors Ira Barbell (W1), Mike Kelly (W2), Elizabeth Gibbs (W3), Steve Brodi (W4), Patrick McFarlin (W5), Jeff Moore (W6)
Absent:
****
MAYOR'S COMMENTS:
****
1. MINUTES OF THE PREVIOUS MEETING:

RESOLVED: That the Minutes of the Regular Meeting of the Common Council held on July 1, 2020 are approved and placed on file among the public records of the City Clerk's Office

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore
****
2. PAYROLLS OF VARIOUS DEPARTMENTS:

RESOLVED: That the payrolls of the various Departments of the City of Plattsburgh for the week ending July 8, 2020 in the amount of **$_____**are authorized and allowed and the Mayor and the City Clerk are hereby empowered and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore
****
3. REPORTS OF CITY OFFICES & COMMITTEE REPORTS:

- Report of Fire and Ambulance Responses for June 23 - July 6, 2020
- Minutes from the Governance, Strategy & City Operations Committee meeting held on July 1, 2020
- Reports from the Police Department dated July 6, 2020
- Report from the City Clerk's Office of all monies received during the month of June 2020 in the total amount of $4,857.00
- Report from the Director of Community Development for Green St. Improvements & Plattsburgh Farmer's and Crafter's Market Relocation dated July 7, 2020
- Report from City Planner to Establish Traffic Zone Designation No. 970

COUNCILOR/DEPARTMENT CHAIR COMMITTEE REPORTS:

Governance, Strategy, and City Operations- Chair Councilor Barbell

City Infrastructure – Chair Councilor Moore

Finance and Budget – Chair Councilor Kelly

Public Safety – Chair Councilor Gibbs

Plattsburgh Public Library – Chair Councilor McFarlin

MLD - MLD Board President Councilor McFarlin

RESOLVED: That the reports as listed are hereby ordered received and any written reports are placed on file among the public records of the City Clerk's Office.

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore

****

4. CORRESPONDENCE OR RECOMMENDATIONS FROM BOARDS: None

****

5. AUDIT OF CLAIMS:

RESOLVED: That the bills Audited by the Common Council for the week ending July 10, 2020 in the amount of **$_____**are authorized and allowed and the Mayor and City Clerk are hereby authorized and directed to sign warrants drawn on the City Chamberlain for the payment thereof.

By Councilor _____; Seconded by Councilor _____
(All in Favor/opposed)
Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore

****

6. PERSONS ADDRESSING COUNCIL ON AGENDA ITEMS ONLY:

_____

_____

****

7. OTHER ITEMS:

A. Whereas, the park joining Margaret Street to the west and Durkee Street to the east has long served as a pathway from the Strand Center for the Arts and the Durkee Street Parking Lot, and

Whereas, with development of the Durkee lot that will allow more people to live downtown and residents and visitors alike to finally access the river between the Veterans' and the Kennedy Bridges, and,

Whereas there will be a continuous greenspace and sculpture garden between the Strand Center for the Arts and the newly opened riverfront, and

Whereas, this Arts Walk will serve the City for decades to come, and

Whereas, Senator Betty Little has also served this City for decades as our State Senator, and is about to retire as the Arts Walk is about to be completed,

NOW THEREFORE, BE IT RESOLVED, that the described greenspace between Margaret Street and Durkee Street shall be known as the Betty Little Arts Park.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

B. Whereas, the Common Council of the City of Plattsburgh has the power and duty to adopt the annual budget and appropriate moneys; and

Whereas, the Common Council has the power and duty to make investigations into the affairs of the City and the conduct of any City department; and

Whereas, on June 11, 2020, the Mayor presented his 2021 budget and a public hearing on said proposed budget was completed on June 25, 2020; and

Whereas, the Common Council is now reviewing the Mayor's proposed 2021 budget and as part of that review, requires information from particular City departments; and

Whereas, some information and data requested by the Common Council from particular City departments has not been provided to the Common Council in a timely manner.

NOW THEREFORE, BE IT RESOLVED, that for the 2020/2021 budget review, any written requests for data by any member of the Public Safety Committee which may impact the 2020/2021 budget shall be provided by the Department Heads from the respective Police Department, Fire Department or Building Inspector to the Public Safety Committee of the Common Council within seven calendar days of the written request.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:
****

C. RESOLVED: In accordance with the request therefore the Common Council accepts and authorizes the property owner to enter into a contract with the lowest priced, qualified selected bid for "Downtown Grant Program – 21 Bridge Street Renovations" for renovation work related to the 21 Bridge Street project pursuant to the Downtown Grant Program Administrative Plan.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:
****

D. RESOLVED: In accordance with the request therefore the Common Council approves rejecting all bids received for "City of Plattsburgh: Downtown Revitalization Initiative (DRI) Arts Park".

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:
****

E. RESOLVED: In accordance with the request therefore the Common Council agrees to and authorizes the execution of the First Amendment to the Host Agreement between the City, the Adirondack Coast Visitor's Bureau, and B.A.S.S., LLC for the 2020 Bassmaster Elite Series fishing tournament to be held between July 30 and August 2, 2020.

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

8. TRAVEL REQUEST:

A. RESOLVED: In accordance with the request therefore the Common Council approves

By Councilor _____; Seconded by Councilor _____

Discussion:

Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore

ACTION TAKEN: Adopted _____ Defeated _____ Withdrawn _____ Tabled _____
Follow up Action:

****

9. RESOLUTIONS FOR INITIAL CONSIDERATION: None

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10. NEW BUSINESS AND COUNCILOR REPORTS:

_____

_____

_____

****

11. CLOSING PUBLIC COMMENTS ON ANY TOPIC:

_____

_____

_____

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Motion to Adjourn by Councilor _____; Seconded by Councilor _____
Roll call: Councilors Barbell, Kelly, Gibbs, Brodi, McFarlin, Moore
MEETING ADJOURNED: _____

Plattsburgh, New York

Scott Lawliss
Fire Chief

Plattsburgh Fire Department
65 Cornelia Street
Plattsburgh, NY 12901
Tel: 518-536-7542
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MEMO

TO: Mayor Colin L. Read
Members of the Common Council

FROM: Fire Chief, Scott Lawliss

DATE: July 7, 2020

RE: Fire and Ambulance Responses

For this week's period: Tuesday, June 23, 2019 to Monday, July 6, 2020
our Department has responded to the following:

Fire Calls **32**

1 watercraft rescue
8 EMS assist with patient care prior to transport ambulance
16 alarm activations with investigation of cause
1 MVA with patient care and hazardous mitigation
2 service calls
1 brush fire
1 outside rubbish fire
1 unaurhorized burning
1 cooking fire

Ambulance Calls **113**

Mutual Aid by CVPH **12**

BLOTTER ACTIVITY REPORT

By Time of Day

FOR DATE RANGE OF 06/28/2020 00:00 TO 07/05/2020 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	0	0	0	0	0	0	0	3	0	0	1	0	4
ABC VIOLATIONS	0	1	0	0	0	0	0	0	1	0	0	0	0	2
ADMINISTRATIVE	0	0	0	0	0	0	0	0	0	0	1	1	0	2
AIDED MEDICAL	0	1	0	0	0	1	1	0	1	0	0	1	3	8
ALARM	0	0	0	0	1	0	1	1	0	1	2	1	0	7
ANIMAL DOMESTIC	0	0	0	0	0	0	2	2	0	1	0	0	1	6
ANIMAL WILD	0	0	0	1	0	0	1	0	0	0	0	0	0	2
ASSAULT	0	0	0	0	1	0	0	0	1	0	0	1	0	3
BKGRND INVST CIVILIAN	0	0	0	0	0	12	0	0	0	0	0	0	0	12
CITY CODE VIOLATION	0	0	0	0	0	0	1	0	0	0	0	2	2	5
CRIMINAL MISCHIEF	0	1	0	1	0	0	0	0	0	0	0	0	0	2
DEATH INVEST	0	0	0	0	0	1	0	0	0	0	0	0	0	1
DISORDERLY PERSONS	0	2	1	0	1	0	0	0	0	1	0	0	0	5
DOMESTIC	0	1	0	1	0	0	1	2	1	1	0	1	1	9
DOOR UNLOCKING	0	0	0	0	0	0	0	1	1	0	0	0	0	2
DRUG INVESTIGATION	0	0	0	0	0	0	0	3	2	2	1	0	0	8
DWI / IMPRD / DRUGS	0	1	1	0	0	0	0	0	0	0	0	1	0	3
EMOTIONALLY DISTRBD PERSN	0	0	0	0	0	0	0	0	1	0	0	0	0	1
FINGERPRINTING	0	0	0	0	0	0	4	0	0	0	0	0	0	4
FIRE	0	0	0	0	0	0	0	0	0	0	0	0	1	1
FOOT PATROL	0	1	7	1	0	1	4	3	1	1	1	2	2	24
FRAUD	0	0	0	0	0	0	1	0	0	0	0	0	0	1
HARASSMENT	0	0	0	0	0	1	1	0	1	0	2	2	2	9
INSECURE PROPERTY	0	0	0	1	0	0	0	0	0	0	0	0	0	1
JUVENILE	0	0	1	0	0	0	0	0	0	0	0	0	3	4
LARCENY	0	0	1	0	0	3	1	0	1	0	0	0	1	7
LOST AND FOUND	0	0	0	0	0	0	3	2	0	1	1	0	2	9
M/V ACCIDENT	0	0	0	0	0	0	2	2	1	0	0	0	0	5

M/V OFFENSE	0	0	0	0	0	0	1	1	0	0	0	2	0	4
MISC CALLS	0	2	0	1	0	2	1	4	1	0	0	8	1	20
MISC OFFENSES	0	0	0	0	0	0	1	0	0	0	0	1	0	2
MISSING PERSON	0	0	0	0	0	0	0	0	0	0	0	1	0	1
NEIGHBOR CRISIS	0	0	0	0	0	1	0	2	1	0	0	0	0	4
NOISE VIOLATION	0	1	1	0	0	0	0	0	1	3	0	4	3	13
OUTSIDE AGENCY ASSIST	0	0	0	0	0	1	1	0	0	0	0	0	1	3
PARKING VIOLATIONS	0	0	0	0	0	3	3	2	1	0	1	0	0	10
PRISONER TRANSPORT	0	0	0	0	0	1	0	0	1	0	0	0	0	2
PROPERTY RETRIEVAL	0	0	0	0	0	1	0	2	0	2	1	0	0	6
ROBBERY	0	0	1	0	0	0	0	0	0	0	0	0	0	1
SEX OFFNDR REGISTRATION	0	0	0	0	0	0	1	2	0	0	0	0	1	4
SICK LEAVE	0	1	0	0	0	0	0	0	0	0	0	0	0	1
TRAFFIC DETAIL	0	0	0	0	0	0	0	0	0	0	0	1	1	2
TRAFFIC STOP	0	7	4	0	1	0	0	0	1	2	0	4	7	26
TRESPASSING	0	0	1	0	0	0	0	1	0	0	1	0	0	3
WARRANT	0	0	0	0	0	0	1	0	1	1	0	0	0	3
WELFARE CHECK	0	3	4	1	2	2	3	3	2	3	2	3	2	30
Totals:	0	22	22	7	6	30	35	33	24	19	13	37	34	282

BLOTTER ACTIVITY REPORT

By Time of Day

FOR DATE RANGE OF 01/01/2020 00:00 TO 07/05/2020 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	7	6	0	8	6	6	4	11	3	6	13	6	76
ABC VIOLATIONS	0	13	0	0	0	0	0	1	1	0	1	2	3	21
ABSCONDED	0	1	1	1	1	1	1	0	1	2	0	0	2	11
ADMINISTRATIVE	0	3	2	2	2	6	1	2	1	2	4	9	4	38
AIDED MEDICAL	0	12	11	5	6	4	11	12	15	16	17	14	11	134
ALARM	0	7	16	6	17	17	13	15	12	11	12	8	6	140
ANIMAL DOMESTIC	0	2	3	3	1	7	14	15	9	9	12	10	9	94
ANIMAL WILD	0	0	0	1	0	1	3	3	0	0	2	0	1	11
ARSON	0	0	0	0	0	0	1	0	0	0	0	0	0	1
ASSAULT	0	2	4	0	5	0	1	2	1	3	2	5	1	26
BEAT MONITORING	0	21	10	0	0	0	0	0	0	0	1	0	0	32
BKGRND INVST CIVILIAN	0	0	0	6	36	102	72	53	8	1	0	0	0	278
BKGRND INVST SWORN	0	0	0	0	0	0	2	0	0	0	0	0	0	2
BURGLARY	0	0	0	1	0	2	0	2	3	4	1	4	0	17
CHILD SEAT INSTALL	0	0	0	0	0	0	0	0	0	0	1	3	0	4
CITY CODE VIOLATION	0	2	1	1	1	3	4	2	8	5	7	10	2	46
CRIMINAL MISCHIEF	0	4	1	4	4	8	7	7	9	7	8	3	0	62
CROSSING GUARD	0	0	1	2	1	0	0	0	0	1	0	0	1	6
DEATH INVEST	0	0	2	1	2	3	2	1	1	0	0	1	2	15
DISORDERLY PERSONS	0	17	12	5	5	9	15	8	13	20	19	5	19	147
DOG SEIZURE	0	0	0	0	0	0	0	3	1	1	0	0	0	5
DOMESTIC	0	25	8	8	6	13	19	17	16	21	28	26	33	220
DOOR UNLOCKING	0	2	3	1	6	7	19	17	20	19	14	10	5	123
DRUG INVESTIGATION	0	4	1	2	2	13	11	19	24	12	9	8	7	112
DWI / IMPRD / DRUGS	0	2	4	0	1	0	0	0	0	0	0	4	5	16
EMOTIONALLY DISTRBD PERSN	0	5	5	3	3	7	9	10	8	13	14	9	17	103
ENDANGERING WELFARE	0	1	0	0	0	0	0	0	0	1	0	0	0	2
FINGERPRINTING	0	0	0	0	3	16	38	31	23	5	4	2	1	123

FIRE	0	0	1	1	0	0	1	2	3	0	3	3	2	16
FOOT PATROL	0	104	87	30	0	21	48	26	41	19	6	63	95	540
FRAUD	0	0	0	0	0	2	4	4	3	1	3	3	0	20
HARASSMENT	0	5	3	1	2	6	14	17	19	22	21	22	21	153
INSECURE PROPERTY	0	17	25	3	0	5	11	5	10	3	3	6	12	100
JUVENILE	0	2	2	0	1	9	11	12	12	10	7	3	8	77
LARCENY	0	6	2	1	3	15	30	30	23	18	13	9	4	154
LOST AND FOUND	0	3	7	4	7	15	17	23	17	24	9	4	5	135
M/V ACCIDENT	0	3	2	1	11	22	35	56	76	40	25	10	6	287
M/V OFFENSE	0	4	2	0	0	1	4	4	2	5	4	13	8	47
M/V THEFT	0	0	1	0	0	0	0	0	0	0	0	0	0	1
MARIHUANA INVST	0	0	0	0	0	1	0	0	0	1	0	1	0	3
MEDIATION-NO OFFENSE	0	1	1	0	1	1	6	4	3	0	3	0	2	22
MISC CALLS	0	15	17	4	6	33	27	39	40	50	37	45	34	347
MISC OFFENSES	0	4	1	0	0	7	10	4	11	10	2	3	4	56
MISSING PERSON	0	0	0	0	3	1	1	1	0	2	3	1	2	14
NARCO INTEL	0	0	0	1	0	0	0	0	0	0	0	0	1	2
NEIGHBOR CRISIS	0	1	0	0	1	4	5	13	7	4	9	7	2	53
NOISE VIOLATION	0	48	23	6	4	5	13	15	22	28	22	57	69	312
OPEN CONTAINER	0	0	0	0	0	0	0	0	0	0	0	0	1	1
OUTSIDE AGENCY ASSIST	0	4	3	1	0	6	6	4	5	6	4	2	7	48
PARKING VIOLATIONS	0	7	1	1	1	5	10	15	12	3	4	2	0	61
PAROLE NOTIFICATION	0	0	0	0	2	19	11	15	6	0	0	0	0	53
PRISONER TRANSPORT	0	0	1	0	3	27	10	5	7	5	6	6	0	70
PROPERTY RETRIEVAL	0	0	0	0	0	5	8	10	13	11	9	11	5	72
REPOSSESION	0	0	0	0	0	0	0	0	0	1	0	0	0	1
ROBBERY	0	0	1	0	0	0	0	1	0	0	0	0	0	2
SAFE SCRIPTS PROGRAM	0	0	0	0	0	5	9	5	10	0	0	0	0	29
SERVICES	0	4	3	3	3	45	17	19	21	9	4	8	6	142
SEX CRIMES	0	0	0	0	0	2	5	8	4	7	4	1	1	32
SEX OFFNDR REGISTRATION	0	0	0	0	1	36	23	10	11	3	1	0	1	86
SICK LEAVE	0	2	8	16	10	6	10	11	34	18	7	4	10	136
SUSPICIOUS ACTIVITY RPT	0	19	19	6	4	5	10	8	11	7	7	21	24	141

TRAFFIC DETAIL	0	0	0	0	0	0	0	1	1	1	1	6	1	11
TRAFFIC STOP	0	87	49	11	1	10	33	22	34	30	32	183	166	658
TRESPASSING	0	5	10	1	4	2	11	9	10	8	12	5	11	88
WARRANT	0	3	1	3	1	3	4	3	5	7	1	6	2	39
WELFARE CHECK	0	25	15	4	10	25	48	55	34	40	52	47	32	387
Totals:	0	499	376	150	189	574	701	680	692	549	476	698	677	6261

Community Development Office
City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901
Phone: 518-563-7642
cdo@cityofplattsburgh-ny.gov

MEMORANDUM

From: Matthew Miller, Director of Community Development

To: Colin Read, Mayor

Members of the Common Council

Subject: Green St. Improvements & Plattsburgh Farmers' and Crafters' Market Relocation

Date: July 7, 2020

During the Common Council meeting on Wednesday, July 1, the Community Development Office (CDO) provided an update on the planning efforts involving proposed improvements to the former PMLD site on Green St. and the relocation of the Plattsburgh Farmers' and Crafters' Market (PFCM). The Council requested additional information so it could determine how best to proceed with those efforts. The CDO offers the following for consideration by the Council and requests their guidance.

On November 21, 2019, the Council approved the award of a $250,000 grant from the DRI's Downtown Grant Program (DGP) in order "to complete improvements related to the renovation and expansion of the former Plattsburgh Municipal Lighting Department Building 4 located at 26 Green Street and for improvements to the surrounding grounds." It was the City's intention to have the former PMLD site serve as the new home of the PFCM during its operating season and to explore other uses for the site during the remainder of the year.

After the Council's DGP award in November, AEDA commenced formal design work on the proposed improvements and KAS began work on the substantial environmental review mandated by the DGP. These firms had existing contracts with the City to handle all engineering/architectural work and environmental work associated with the DGP. Final environmental clearance for the improvements has been obtained from the NYS Office of Community Renewal (OCR) and a completed bid package for the improvements was delivered by AEDA in February.

The bid package was released on February 20 with bids due on March 20. At the time, it was hoped that the improvements could be completed prior to the scheduled opening of the PFCM in early May. However, concerns regarding the proposed construction schedule were expressed by several contractors during the pre-bid meeting held on March 11. Ultimately, a single bid was

received which was deemed by AEDA to not constitute a complete a valid bid since it lacked several pieces of information required by the bid specification.

Originally, the City had intended to move forward with the Green St. improvements immediately. However, two days after the bid window closed, Governor Cuomo issued his New York State on PAUSE executive order. The prohibition of all non-essential construction mandated by the Governor's order, the deliberate pace followed by both the City's Zoning Board of Appeals and Planning Board during their review of the Durkee development project, and the anticipated financial fallout from the COVID-19 pandemic caused the CDO, in consultation with the Mayor's Office, to reevaluate the timeline for completion of the improvements on Green St.

For the purposes of this discussion, the successful resolution of the Durkee development project means that all necessary board approvals have been obtained and all associated litigation has been resolved in favor of the City and/or Prime. The arguments in favor of moving forward immediately with the planned improvements are as follows:

1. The development of the Durkee lot, whether completed by Prime or by another developer at a later date will likely require, at a minimum, the temporary relocation of the PFCM while construction is ongoing. The form of the development and its effects on pedestrian access and nearby parking availability may necessitate the permanent relocation of the PFCM. In the case of the Prime project, the PFCM's leadership has made clear their concerns regarding access and parking both during and after construction.

2. The current expiration date for the DGP grant is December 31, 2020. The City can apply to OCR for an extension of that deadline but such an extension is not guaranteed. It is very possible that resolution of the Durkee project, specifically the associated litigation, will not be resolved prior to December 31. If OCR were to refuse a requested deadline extension and if litigation dragged past that deadline but was still resolved successfully, the Council would then have to decide whether to fund the entire cost of the improvements from the General Fund. The current construction budget for Green St. is $277,777.

3. As noted earlier, a considerable amount of environmental and design work on the Green St. improvements has already been completed by KAS and AEDA. To date, these firms have billed the City an approximate total of $28,000 for this work. If the City does not complete the project, those expenses would not be reimbursable under the DGP and would become a sunk cost. These expenses are reimbursed from a separate budget line within the DGP and are not counted against the project's construction budget. The full amount of $277,777 is available for construction expenses.

4. The PFCM is strongly in favor of its relocation to Green St. as has been expressed publicly by the PFCM's Manager, Julie Baughn, on multiple occasions. They view the project as essential if the PFCM is to continue to grow. Julie will be in attendance at the Council meeting on Thursday, July 9 to speak on behalf of the PCFM.

The arguments in favor of waiting for resolution of the Durkee development project to proceed with construction of the Green St. improvements are as follows:

1. Should the Prime project fail to gain board approval or if litigation to overturn one or more board approvals is successful, development of the Durkee lot may be delayed indefinitely which would render the relocation of the PFCM unnecessary. This would permit the repurposing of the $250,000 in DGP funding to other DGP projects in the downtown area, though that would likely require OCR's approval to extend the DGP's grant deadline to allow adequate time for completion of the newly awarded projects. As stated above, the granting of such an extension is not guaranteed.

2. Per Schedule B of the DGP's Administrative Plan, the grant "will reimburse 90% of total project cost not to exceed $250,000." In other words, the DGP will reimburse the City a total of $250,000 if that figure represents no greater than 90% of the total cost of the project. This translates to a total construction cost of $277,777 (90/100 = $250,000/$277,777) and would require the City to provide a match in the amount of $27,777 ($277,777 - $250,000). The DGP does not permit in-kind contributions so this would be a cash expense to the City. Awaiting resolution of the Durkee development project before proceeding with the Green St. improvements would ensure that this $27,777 expense is not incurred unnecessarily.

We request guidance from Council as to whether it is in favor of moving forward with these improvements immediately or if it would prefer to wait until the Durkee project is resolved to implement them. If the Council wishes to move forward now, the next step would be to formally reject the single bid received during the initial bid process and rebid the project with an updated scope of work and a less stringent construction schedule. If the bids received in response align with the construction budget, we expect that construction could begin later this summer and be completed during the fall of 2020. If the received bids are in excess of the construction budget, further consultation with the Council will be necessary.

CITY OF PLATTSBURGH, NEW YORK
Community Development
41 City Hall Place
Plattsburgh, New York 12901

TRAFFIC ZONE DESIGNATION No. 970

Date: July 7, 2020

In accordance with Article 39 Section 1640 of the New York State Vehicle and Traffic Law and Chapter 340 of the Code of the City of Plattsburgh, the following traffic control zone(s) are hereby established and/or amended:

"No Parking Here to Corner" signage along the southern side of Cornelia St moved west to between 111 and 113 Cornelia St to alleviate funnel created at intersection during church services.

The Public Works Department will move the necessary signing in accordance with the NYS Manual of Uniform Traffic Control Devices for the establishment of the above traffic zone.

The establishment of this zone shall become effective upon the erection of the proper signs designating the zone.

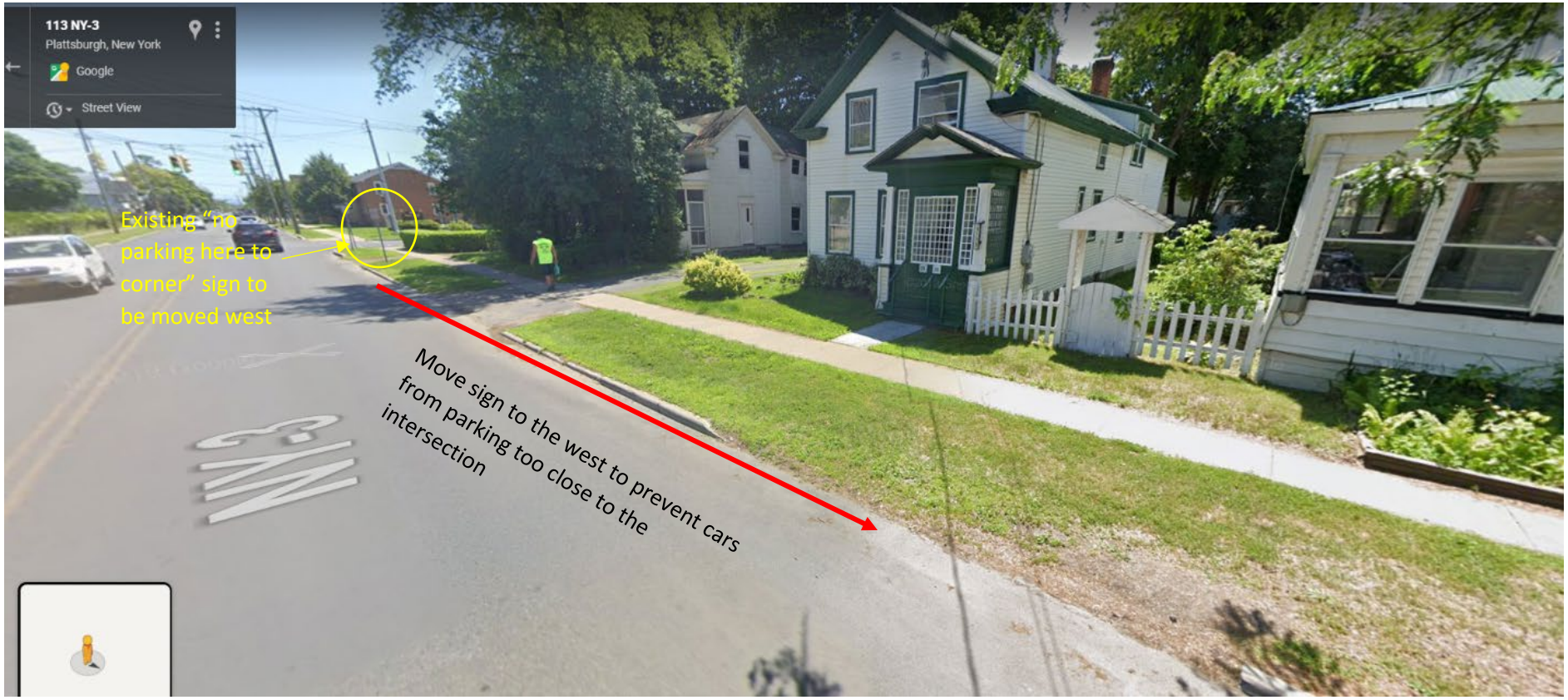
All traffic zone designations previously established that are inconsistent with this traffic zone designation are hereby repealed and superseded by this traffic zone designation. All traffic Zones established for other purposes that are consistent with this traffic zone designation shall remain in effect.

Malana Tamer
City Planner

Copy to:
City Clerk
City Court
Corporation Counsel
Police Department
Traffic Street File
. Public Works Dept.

111 NY-3
Plattsburgh, New York
Google
Street View
NO PARKING
Charles St
Court St
Google

113 NY-3
Plattsburgh, New York
Google
Street View


113 NY-3
Plattsburgh, New York
Google
Street View
Existing "no parking here to corner" sign to be moved west
Move sign to the west to prevent cars from parking too close to the intersection

SARATOGA ASSOCIATES

BID SUMMARY
City of Plattsburgh DRI: Arts Park

Opening: Tues. June 2, 2020 at 11:10am
SA Project # 18039.10

Note: 15% MBE/15% WBE Goal listed in Notice to Bidders (Contractors, Subs, Suppliers)

Bidders	Acknowledgement of:			Submission of:			
General Construction	**Addendum #1 4/17/2020**	**Addendum #2 5/8/2020**	**Addendum #3 5/28/2020**	**Non-Collusive Bidding Form**	**Bid Bond (5% of Bid)**	**Base Bid ($) GC: $10,000 Field Allowance**	**Meets 30% MWBE (or Waiver)**
JFP Enterprises Inc 7441 State Route 9 North, Plattsburgh, NY 12901	X	X	X	X	X	$ 1,018,052	unknown
Electrical Contract	**Addendum #1 4/17/2020**	**Addendum #2 5/8/2020**	**Addendum #3 5/28/2020**	**Non-Collusive Bidding Form**	**Bid Bond (5% of Bid)**	**Base Bid ($) EC: $5,000 Field Allowance**	**Meets 30% MWBE (or Waiver)**
William J Murray Inc 118 Hammond Lane, Plattsburgh, NY 12901	X	X	X	X	X	$ 89,000	unknown
Plumbing Contract	**Addendum #1 4/17/2020**	**Addendum #2 5/8/2020**	**Addendum #3 5/28/2020**	**Non-Collusive Bidding Form**	**Bid Bond (5% of Bid)**	**Base Bid ($) PC: $5,000 Field Allowance**	**Meets 30% MWBE (or Waiver)**
Pipeline Mechanical of Plattsburgh LLC 102 Trade Road, Plattsburgh, NY 12901	X	X	X	X	X	$ 160,700	unknown
					Total	$ 1,267,752	
					Estimated Grant Funds Available for Construction:	$ 1,137,500	
					Architect's Estimate	$ 747,326	

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BASSMASTER® HOST AGREEMENT

This Agreement between Adirondack Coast Visitor's Bureau ("ACVB") located at PO Box 310, 7061 Route 9, Plattsburgh, NY 12901 and the City of Plattsburgh located at 41 City Hall Place, Plattsburgh, NY 12901 (herein listed jointly as "HOST") and B.A.S.S., LLC, a Delaware limited liability company ("B.A.S.S."), located at 3500 Blue Lake Drive, Suite 330, Birmingham, Alabama, 35243 describes the terms under which HOST has agreed to provide the location, facilities and other support for the B.A.S.S. fishing tournament 2020 Bassmaster Elite Series ("Tournament"), July 30 – August 2, 2020 as described herein. The parties agree as follows:

A. TOURNAMENT DESCRIPTION. Tournament details and the respective obligations of each party are outlined in the Tournament Detail Sheet attached hereto as Exhibit A.

B. HOST FEE. Host, ACVB, shall pay to B.A.S.S. a host fee as set forth in Exhibit A. Host fee is payable to B.A.S.S., LLC, PO Box 2182, Birmingham, AL 35201 Tax ID# 45-0517438.

C. LEGAL TERMS and CONDITIONS:

1. NAMING RIGHTS AND APPROVALS

B.A.S.S. will name Adirondack Coast Visitor's Center and the City of Plattsburgh as "Host" of the Tournament in press releases and in the schedule of events published by B.A.S.S. magazine and other materials. The rights granted to Host cannot be assigned, transferred, sublicensed or sold to any other party.

Subject to the terms and conditions of this Agreement, each party hereby grants the other party permission to use its name in materials associated with the Event provided that the party creating the materials obtains the other party's written approval prior to such use. A party shall submit for approval all materials which use the other party's name a minimum of ten (10) business days prior to printing, publishing or releasing the materials to the public. Approvals may be made via email and shall not be unreasonably withheld or delayed by the approving party.

Host will not engage in unauthorized use of the B.A.S.S. name, logo or trademarks. Each party acknowledges and agrees that except as expressly provided herein, no right, property, license, or permission of any kind is given or acquired by the execution, performance, or non-performance of this Agreement

Host shall not, without B.A.S.S.'s prior written consent, permit or allow any sign, billboard or other display or announcement for any product or service at the Site during the Tournament except for permanent billboards affixed at the Site. If the Tournament is broadcast (via television, livestreaming or any other manner or media) Host shall ensure that no sign, billboard, banner or display or public announcement of any kind for any

advertiser, or sponsor, or for any television network, distribution service or station, Internet service or portal or any other entity engaged in the business of distributing sports-related audio-video content will be present at the Site during the Tournament.

2. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that (a) it shall perform its obligations under this Agreement in accordance with all applicable laws, regulations and guidelines, (b) it has full rights and authority to enter into this Agreement and to perform its obligations hereunder, (c) this Agreement is executed by a duly authorized representative, (d) by entering into this Agreement or performing its obligations hereunder, it is not in default or breach of any contract or agreement with any third party, and; (e) it is not violating or infringing upon the rights of any third party. Host further represents and warrants that it is not prohibited nor in any manner otherwise restricted, by any action, suit, proceeding, agreement, law, regulation or administrative or judicial order, actual or threatened, from entering into this Agreement or carrying out the provisions or the transactions contemplated thereby.

3. INDEMNIFICATION

Each party agrees to defend, indemnify and hold the other party, its parent company, subsidiaries, affiliated companies, and the officers, directors, members, agents, employees and assigns of each, harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly, in whole or in part, from or out of any: (i) act, error, or omission of the indemnifying party, its officers, directors, agents, subcontractors, invitees or employees arising out of the fault or negligence of any of the foregoing; (ii) occupational injury or illness sustained by an employee or agent of the indemnifying party in connection with the performance the services under the Agreement; (iii) breach of the indemnifying party's representations or warranties as set forth herein; or (v) failure by the indemnifying party to comply with its obligations pursuant to the Agreement.

The party requesting indemnification (the "Indemnitee") shall notify the other party (the "Indemnitor") in writing as soon as practicable of a claim for indemnification. Indemnitor shall promptly undertake the defense of the claim and shall have the right to control all aspects of the handling the claim, including but not limited to selection of counsel (except as otherwise provided herein), compromise, settlement or other resolution of such claim. Indemnitor shall obtain the consent of the Indemnitee prior to any settlement or entry of any judgment, such consent not to be unreasonably withheld. In the event that the Indemnitor does not accept the defense of a claim or demand, the Indemnitee shall have the full right to defend against the claim, and shall be entitled to defend or settle the claim or demand, in its sole discretion and Indemnitor shall be responsible for payment of any settlement reached by the Indemnitee, as well as the costs of defending or settling the claim or demand. The indemnification obligations shall not be limited by the insurance requirements and shall extend to claims or demands occurring

after the expiration or termination of this Agreement as well as while this Agreement is in force.

4. INSURANCE

During the term of this Agreement and for such additional time as is necessary to support the indemnity obligations set forth herein, each party shall secure and maintain at its own expense, the insurance coverage set forth below.

(i) Required coverage:

(A) Commercial General Liability Insurance to include contractual liability, premises liability, products/completed operations liability, and advertising liability for bodily injury and property damage with minimum limits of $1,000,000 per occurrence/$2,000,000 Aggregate written on a Comprehensive General Liability form occurrence basis;

(B) Automobile Liability coverage with minimum combined single limits of $2,000,000. Coverage shall include all owned, leased, non-owned and hired automobiles; protecting the insured party and any named additional insureds from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of a party's services hereunder or from or out of any act or omission of the insuring party, its officers, directors, agents, subcontractors or employees; and

(C) Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with minimum limits of $1,000,000, including United States Longshoremen's and Harbor Workers Compensation Act endorsement if applicable.

(D) Liquor Liability Insurance with minimum limits of $1,000,000 per occurrence for Bodily Injury/Property Damage.

(ii) Unless otherwise agreed by the parties, all insurance required in this Section shall be written with companies with a BEST Guide rating of B+ VII or better. Each party shall give the other party thirty (30) days prior written notice of any reduction or cancellation of coverage.

(iii) All insurance required in this Section shall be primary and noncontributory with regard to any other available insurance of the other party.

(iv) Certificates of insurance (or copies of policies, if required by a party) shall be furnished to the other party. All insurance required in this Section shall include the other party, its parent, subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, employees, agents and assigns of each as additional insureds and contain a waiver of subrogation in their favor. The additional insured requirement applies to all coverages except Workers' Compensation and, Employers Liability. The waiver of subrogation applies to all coverages.

(v) A party's failure to request, review or object to the terms of such certificates or insurance shall not be deemed a waiver of the party's rights.

(vi) The minimum limits of the insurance required in this Section shall in no way limit or diminish a party's liability under other provisions of this Agreement.

(vii) Umbrella coverage is acceptable to meet minimum insurance requirements.

5. TERM AND TERMINATION

The Term of this Agreement is as set forth in Exhibit A unless otherwise terminated as set forth below. Either party may terminate this Agreement if the other party (a) fails to perform or breaches any material provision of the Agreement and fails to cure such failure or breach upon reasonable written notice; (b) fails to maintain the required insurance coverage or coverages; or (c) files for bankruptcy protection, becomes insolvent or fails to promptly pay any undisputed amounts due to contractors, vendors, or others for goods and services provided in connection with the Agreement. Upon termination for any of the foregoing, each party shall retain its rights to any and all other remedies available at law or in equity.

6. FORCE MAJEURE

Neither party shall be liable for any delay in performance of its obligations under this Agreement, if such failure or delay is on account of causes including, but not limited to, any act of God, hurricane, earthquake, flood, lightning, unusually inclement or severe weather conditions, fire, war, labor controversy, riot, civil commotion, act of public enemy, or major upheaval, law, enactment, rule, order or act of any government or governmental instrumentality, failure of equipment or technical facilities, failure or delay of transportation facilities, or any other cause of a similar or dissimilar nature not within the affected party's control or which the affected party could not by reasonable diligence have avoided (each such act specified herein shall be referred to as a "force majeure event'). If a force majeure event occurs, the party so affected shall be excused from its obligations for the period of the delay, upon prompt written notice to the other party. If the delay is such that the affected party is not reasonably capable of fulfilling its obligations under the agreement, B.A.S.S. may terminate the Agreement.

Measures taken by the Office of Homeland Security/Office of Emergency Preparedness ("OHS") such as closing facilities and or venues related to the Tournament for any reason, is an act of government, and as such is considered a force majeure event. However, in the event of closure due to high water levels, B.A.S.S. shall have the option, but not the obligation, if permitted by the Office of Homeland Security, to allow participant anglers commence and/or continue the Tournament, upon B.A.S.S.' receipt of a signed waiver from each participant acknowledging the risk and indicating that participant has been instructed in boating safety.

7. RESCHEDULED TOURNAMENTS

The parties agree and acknowledge that the execution of the Tournament is contingent upon weather and site conditions that may affect the ability of the parties to conduct the Tournament when scheduled. In addition, the parties also agree and

acknowledge that due to the expense, work and preparation necessary for the execution of the Tournament, Host's obligation to hold the Tournament is non-cancellable. In the event of weather or site conditions affecting the Tournament dates (or force majeure event set forth in Section 6), B.A.S.S. will make every reasonable effort to work with Host to reschedule the Tournament to ensure that Host receives the benefit of its Host Fee. In the event that the parties are unable to reschedule the Tournament, B.A.S.S. shall provide Host with a pro-rata refund of the Host Fee. The amount of the refund, if any, shall be based upon B.A.S.S.' calculation of the Tournament benefits promised, but not delivered to Host, as determined by B.A.S.S. in its sole discretion, which shall not be unreasonably exercised.

8. LIMITATION OF LIABILITY.

EXCEPT WITH RESPECT TO INDEMNIFICATION CLAIMS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY LIQUIDATED, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

a) Relationship of the Parties. The parties are independent contractors and nothing in this Agreement is intended to or shall be deemed to create a partnership or joint venture, relationship between the parties or authorize any party to act as agent for any other party.

b) No authority. HOST is not authorized to bind B.A.S.S. to any agreement or to make any commitments on behalf of B.A.S.S.

c) Severability. If any provision of this Agreement is deemed invalid or unenforceable under any applicable laws, that provision will be omitted only to the extent necessary to make this Agreement valid and enforceable and the remaining provision will remain in full force and effect.

d) Assignment. This Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express written consent of the other party, except for assignment or transfer by B.A.S.S. to an entity controlling, controlled by or under common control with it or in connection with the disposition of all or substantially all of its assets or business.

e) No Implied Waiver. No delay or failure on the part of either party to insist upon the performance of this Agreement or any part thereof, shall constitute a waiver of any right under this Agreement.

f) Survival. The obligations and liabilities between the parties which, by their nature are intended to survive, shall survive the termination or expiration of this Agreement.

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BASSMASTER®

g) Entire Agreement; Amendment. This Agreement (including any attached Exhibits which are hereby incorporated by this reference) constitutes the final, complete and entire understanding between the parties, superseding any prior oral or written agreements. No modification or waiver or amendment of this Agreement is valid unless in writing and signed by each party's authorized representative.

h) Notices. Except for approvals requested or made pursuant to Section 1 of these Terms and Conditions, notice to a party must be in writing, and sent by registered mail, certified mail or overnight delivery service, and must provide for formal proof of delivery or return receipt. Notice shall be sent to the respective parties at the addresses set forth in the opening paragraph and shall be effective upon confirmed receipt of notice by the addressee.

i) Confidentiality. The terms of this Agreement are confidential and may only be disclosed to those employees, agents and contractors of Host with the need to know the terms hereof for the performance Host's duties or obligations hereunder. The parties agree to maintain, and require their employees to maintain confidentiality of any other information identified as, or reasonably known to be, confidential. This obligation does not apply to any information that is required to be disclosed pursuant to applicable law or regulation.

j) Choice of Laws; Jurisdiction. This Agreement shall be governed by the laws of the State of Alabama without regard to, or the application of its choice of law provisions. The parties agree that any litigation arising out of this Agreement shall be filed in the applicable state or federal court located in Jefferson County, Alabama.

k) Execution. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement. A facsimile, photocopied or electronically scanned signature on this Agreement shall be the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 7th day of November, 2019.

HOST

City of Plattsburgh - Mayor Colin L. Read 10/29/19

Adirondack Coast Visitors Bureau

B.A.S.S., LLC

Carol Stone

Carol Stone, VP, General Manager

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EXHIBIT A—TOURNAMENT DETAILS SHEET

1. EVENT DESCRIPTION: B.A.S.S will stage a four (4) day fishing tournament at the Plattsburgh City Marina and adjacent field. The tournament will include on-site weigh-ins and an expo featuring a variety of activations which may include, but are not limited to sponsor/vendor booths, exhibitions, seminars and angler appearances.

2. EVENT LOCATION: Plattsburgh City Marina, Dock Street, Plattsburgh, NY 12901

3. EVENT DATES: July 30 – August 2, 2020

4. HOST FEE. The ACVB shall pay to B.A.S.S. a host fee of $50,000. Host fee is payable to B.A.S.S., LLC, PO Box 2182, Birmingham, AL 35201 Tax ID# 45-0517438. Payment must be made prior to July 1, 2020.

5. HOST RESPONSIBILITIES: Host shall provide and/or coordinate the following components of the Tournament at no cost to B.A.S.S.

5.1 VENUES. Host shall provide suitable space for the following:

- The City of Plattsburgh will provide the Crete Auditorium for registration area for 85 marshals to pass through, with tables and chairs set around the perimeter of the room/area/foyer on Wednesday of tournament week.
- Two meeting rooms each for 85 people theater style, held concurrently, with podium and microphone, on Wednesday of tournament week.
- Meeting room for reception for 180 people to include light appetizers and soft drinks to be paid by the ACVB.
- Venue for weigh in, including courtesy docks. Weigh in must be adjacent to fishery and be able to meet insurance requirements.
- The field across from Wilcox dock will be provided for B.A.S.S to use as service area. Permission to be secured by ACVB.

5.2 SECURITY AND OTHER SERVICES:

- Overnight security at the weigh-in venue for 5 nights will be paid for and arranged by ACVB. Exact hours to be discussed with B.A.S.S. staff and Host.
- The City of Plattsburgh will provide waste management services, including a dumpster and daily clean up at all tournament venues.
- One (1) high speed internet connection at the weigh-in venue for live streaming (hardline connection with a minimum of 10mbps upload/download speed).
- Adequate rest room facilities in the service yard, launch site and weigh-in venue; serviced as required. ACVB will provide a maximum of 4 extra portable restrooms and cleaning services for those 4 restrooms. City

will remain responsible for the cleaning of their regularly scheduled portable restrooms at the Marina and Wilcox Dock.

- Emergency Management plan, assistance with permits and coordination in accordance with city/local/state regulations based on mass gatherings.

5.4 ADVERTISING and PROMOTION:

- The ACVB must partner with local and regional print, radio, TV and other sources to drive attendance to the weigh in. B.A.S.S. Marketing Department will work with Host on content and placement and media buys.

5.5 Expo/Festival. Host will coordinate components and provide opportunities for exposure for local entities in conjunction with various Tournament events. Such events may include but are not limited to any expo/festival type event in conjunction with the weigh-in held on Saturday and Sunday of the tournament. Details of the expo/festival may include but are not limited to:

- Expo/Festival is complimentary for the public to attend. Preferred that parking is complimentary as well.
- Highlights the local community's flavor: food vendors, children activities, cook off competitions, arts and crafts, etc. B.A.S.S. to review and approve expo/festival components
- Does not include businesses in categories that conflict with B.A.S.S. sponsors. B.A.S.S. to provide list of categories.
- Public safety, parking, fencing, permits, volunteers and all festival coordination.
- Host to confirm that all vendors observe health, safety, licensing, and local and state permitting, laws and regulations.

6. B.A.S.S. RESPONSIBILITIES: B.A.S.S. responsible for the following components of the Tournament, at its own cost.

6.1 TOURNAMENT EXECUTION. B.A.S.S. shall obtain all necessary licenses and lake or fishery permits; provide rules and regulations for the Tournament; solicit and acquire all entries for the Tournament; arrange for all assignment of marshals/observers during tournament briefing; pay the expenses of all personnel specifically engaged by B.A.S.S. to work in connection with the Tournament, including but not limited to supervising and instructing all volunteers working in connection with the Tournament; arrange sponsor exhibitions.

6.2 OTHER TOURNAMENT EVENTS. B.A.S.S. will conduct an expo in conjunction with the Tournament held on Saturday and Sunday of the tournament. Details of the expo include but not limited to:

- Expo is complimentary for the public to attend.
- B.A.S.S. sponsors' and affiliates' activations

6.3 TELEVISION. B.A.S.S. shall cause an audio-visual program of the Tournament (the "Program") to be telecast on an ESPN or similar television network unless it is prevented from doing so for reasons beyond its control, conflicting scheduling requirements or other bona fide reasons. Any schedule for the Program (whether or not Host receives notice of it) is subject to change at any time for any reason in ESPN's or Network's sole discretion. Host shall not cause, authorize, license or permit any exhibition or distribution of the Program or any portion thereof in any form by any means, uses or media whatsoever. Subject to B.A.S.S. prior written consent, not to be unreasonably withheld, Host may distribute clips of the Tournament after its initial telecast by B.A.S.S. in promotional material, on its website, and for other purposes not in conflict with those of B.A.S.S.

6.4 PUBLIC RELATIONS, ADVERTISING AND MEDIA EXPOSURE. B.A.S.S. will provide the following media exposure:

- Publicize the event and schedule of events of the tournament.
- List host destination on www.bassmaster.com page dedicated to tournament trail, including specific event web page.
- Post Tournament results in Bassmaster Magazine, B.A.S.S. TIMES, and www.bassmaster.com.
- Provide host the ability to distribute collateral to anglers regarding the destination and local businesses.
- Broadcast a taped show on an ESPN Network.
- Broadcast live leader board and streaming video of tournament online.
- Create and distribute stories on the tournament by B.A.S.S. Communications.
- Bonus full-page ad in Bassmaster magazine for Host; ACVB to provide ad creative
- Provide information on destination and fishery to national media.
- Provide local host mentions on site during weigh-in each day
- Provide opportunity for local host to welcome anglers at briefing/registration.
- Provide at least four (4) voice-over mentions of host destination during television broadcast.
- Provide at least four (4) voice-over mentions of fishery during television broadcast.
- Provide complimentary One (1) Logo graphic of host destination during the television broadcast.
- Local sponsor mentions on site during weigh-in each day (4 total)
- Additional web links from Bassmaster.com to host web site to promote event
- One (1) in-show features on the TV broadcast, 5-10 seconds; ACVB to provide suggestions for features.

- ACVB will coordinate two (2) complimentary marshal spots for the tournament. Marshals must be registered 60 days prior to event and meet all marshal guidelines.

7. AGREEMENT TERM: The term of this Agreement is July 9, 2019 to August 31, 2020 unless earlier terminated as provided in Section 5 of the Agreement.

FIRST AMENDMENT TO AGREEMENT

This is an amendment to the agreement dated June 22, 2020, between B.A.S.S. LLC, with mailing address of 3500 Blue Lake Drive, Suite 330, Birmingham, AL 35243 ("BASS"), and Adirondack Coast Visitor's Bureau ("ACVB") located at PO Box 310, 7061 Route 9, Plattsburgh, NY 12901 and the City of Plattsburgh located at 41 City Hall Place, Plattsburgh, NY 12901 (herein listed jointly as "HOST"), regarding the 2020 Bassmaster Elite Series with the Tournament dates of July 30-Augudt 2, 2020 ("Agreement").

The parties hereby agree to amend the Agreement as follows:

1. Amended Provisions in Exhibit A – TOURNAMENT DETAIL SHEET

A. 4. *Host fee is amended to read as follows:*

The ACVB shall pay to B.A.S.S. a host fee of $45,000. Host fee is payable to B.A.S.S., LLC, PO Box 2182, Birmingham, AL 35201 Tax ID# 45-0517438. Payment must be made prior to July 1, 2020.

B. 5. Host Responsibilities is amended to read as follows:

Host shall provide and/or coordinate the following components of the Tournament at no cost to B.A.S.S.

5.1 VENUES. Host shall provide suitable space for the following:

- Venue for weigh in, including courtesy docks. Weigh in must be adjacent to fishery and be able to meet insurance requirements.
- The field across from Wilcox dock will be provided for B.A.S.S to use as service area. Permission to be secured by ACVB.

5.2 SECURITY AND OTHER SERVICES:

- Overnight security at the weigh-in venue for 5 nights will be paid for and arranged by ACVB. Exact hours to be discussed with B.A.S.S. staff and Host.
- The City of Plattsburgh will provide waste management services, including a dumpster and daily clean up at all tournament venues.
- One (1) high speed internet connection at the weigh-in venue for live streaming (hardline connection with a minimum of 10mbps upload/download speed).
- Adequate rest room facilities in the service yard, launch site and weigh-in venue; serviced as required. ACVB will provide a maximum of 2 extra portable restrooms and cleaning services for those 2 restrooms. City will remain responsible for the cleaning of their regularly scheduled portable restrooms at the Marina and Wilcox Dock.
- Emergency Management plan, assistance with permits and coordination in accordance with city/local/state regulations based on mass gatherings.

C. 6. B.A.S.S. Responsibilities is amended to read as follows:

B.A.S.S. responsible for the following components of the Tournament, at its own cost.

6.1 TOURNAMENT EXECUTION. B.A.S.S. shall obtain all necessary licenses and lake or fishery permits; provide rules and regulations for the Tournament; solicit and acquire all entries for the Tournament; arrange for all assignment of marshals/observers during tournament briefing; pay the expenses of all personnel specifically engaged by B.A.S.S. to work in connection with the Tournament, including but not limited to supervising and instructing all volunteers working in connection with the Tournament; arrange sponsor exhibitions.

6.2 TELEVISION. B.A.S.S. shall cause an audio-visual program of the Tournament (the "Program") to be telecast on an ESPN or similar television network unless it is prevented from doing so for reasons beyond its control, conflicting scheduling requirements or other bona fide reasons. Any schedule for the Program (whether or not Host receives notice of it) is subject to change at any time for any reason in ESPN's or Network's sole discretion. Host shall not cause, authorize, license or permit any exhibition or distribution of the Program or any portion thereof in any form by any means, uses or media whatsoever. Subject to B.A.S.S. prior written consent, not to be unreasonably withheld, Host may distribute clips of the Tournament after its initial telecast by B.A.S.S. in promotional material, on its website, and for other purposes not in conflict with those of B.A.S.S.

6.3 PUBLIC RELATIONS, ADVERTISING AND MEDIA EXPOSURE. B.A.S.S. will provide the following media exposure:

- Publicize the event and schedule of events of the tournament.
- List host destination on www.bassmaster.com page dedicated to tournament trail, including specific event web page.
- Post Tournament results in Bassmaster Magazine, B.A.S.S. TIMES, and www.bassmaster.com.
- Provide host the ability to distribute collateral to anglers regarding the destination and local businesses.
- Broadcast a taped show on an ESPN Network.
- Broadcast live leader board and streaming video of tournament online.
- Create and distribute stories on the tournament by B.A.S.S. Communications.
- Bonus full-page ad in Bassmaster magazine for Host; ACVB to provide ad creative
- Provide information on destination and fishery to national media.
- Provide local host mentions on site during weigh-in each day
- Provide opportunity for local host to welcome anglers at briefing/registration.
- Provide at least four (4) voice-over mentions of host destination during television broadcast.
- Provide at least four (4) voice-over mentions of fishery during television broadcast.
- Provide complimentary One (1) Logo graphic of host destination during the television broadcast.

- Local sponsor mentions on site during weigh-in each day (4 total)
- Additional web links from Bassmaster.com to host web site to promote event
- One (1) in-show features on the TV broadcast, 5-10 seconds; ACVB to provide suggestions for features.
- ACVB will coordinate two (2) complimentary marshal spots for the tournament. Marshals must be registered 60 days prior to event and meet all marshal guidelines.

2. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Amendment is not intended, and shall not be deemed, to create or confer any right or interest for the benefit of anyone not a party hereto.

3. Counterparts. This Amendment may be executed in one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of such counterparts may be delivered by fax transmission.

4. Entire Agreement. This Amendment embodies the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior, commitments or arrangements relating thereto.

5. Effect of this Amendment. This Amendment hereby amends and revises the Agreement as set forth herein. Except as expressly provided for in this Amendment, the Agreement between the parties is in all other respected hereby ratified and remains in full force and effect.

This Amendment to Agreement is effective as of the ___ day of _____, 2020.

HOST

_____
City of Plattsburgh

Title: _____

Date: _____

B.A.S.S., LLC

_____

Title: VP, General Manager

Date: _____

_____
Adirondack Coast Visitors Bureau

Title: _____

Date: _____

July 6, 2020

To Whom It May Concern:

B.A.S.S. is very excited about coming to New York State to stage three Bassmaster Elite events that will be aired on ESPN2. We recognize these are unprecedented times and appreciate your support, guidance and consideration in making the events safe for the community and all involved. We have had a great relationship with the City of Plattsburgh over the years and enjoy bringing the area's beauty and incredible sportfishing to the world via our outlets.

Attached you will find the completed NY Forward Safety Plan Template issued by Empire State Development. As the situation continues to evolve, we will continue to add to and enhance our safety procedures as necessary.

Our anglers will arrive in New York July 9 or 10 to practice for their tournament on Cayuga Lake out of Union Springs. We are working with Union Springs to develop a plan for testing everyone entering the state from an area with a current travel advisory. Once in New York, the anglers and staff will all stay within the state as our schedule does not allow for time to go elsewhere. After the event in Waddington, all anglers will travel to Plattsburgh for the third event. Additionally, in accordance with the INTERIM GUIDANCE FOR PROFESSIONAL SPORTS TEAMS TRAVELING BETWEEN STATES WITH SIGNIFICANT COMMUNITY SPREAD OF COVID-19 AND NEW YORK STATE, we acknowledge that our anglers and staff must:

- Seek diagnostic testing for COVID-19 as soon as possible upon arrival (within 24 hours) to ensure they are not positive.
- Monitor themselves for a fever, or any other symptoms of COVID-19, wear a face covering when in public, maintain social distancing, clean and disinfect workspaces, equipment, and playing areas for a minimum of 14 days.
- Avoid extended periods in public, contact with strangers or anyone not associated with the team or league, and large congregate settings, except for the competitive activity for which they are traveling for a period of at least 14 days.

Our partner, ESPN2, has agreed to air 16 hours of live tournament coverage from the Plattsburgh event. This is unprecedented coverage for our sport and will bring Lake Champlain into the homes of millions of additional viewers.

We look forward to discussing any questions or concerns you may have about our plans.

Sincerely,

Eric Lopez
Director, Event Operations

B.A.S.S., LLC
3500 Blue Lake Drive, Suite 330, Birmingham, AL 35243
Telephone: (205) 313-0900 • Fax: (205) 313-0951

NEW YORK STATE | Department of Health

NY FORWARD SAFETY PLAN TEMPLATE

Each business or entity, including those that have been designated as essential under Empire State Development's Essential Business Guidance, must develop a written Safety Plan outlining how its workplace will prevent the spread of COVID-19. A business may fill out this template to fulfill the requirement, or may develop its own Safety Plan. **This plan does not need to be submitted to a state agency for approval** but must be retained on the premises of the business and must made available to the New York State Department of Health (DOH) or local health or safety authorities in the event of an inspection.

Business owners should refer to the State's industry-specific guidance for more information on how to safely operate. For a list of regions and sectors that are authorized to re-open, as well as detailed guidance for each sector, please visit: **forward.ny.gov**. If your industry is not included in the posted guidance but your businesses has been operating as essential, please refer to ESD's **Essential Business Guidance** and adhere to the guidelines within this Safety Plan. Please continue to regularly check the New York Forward site for guidance that is applicable to your business or certain parts of your business functions, and consult the state and federal resources listed below.

COVID-19 Reopening Safety Plan

Name of Business:

B.A.S.S., LLC.

Industry:

Professional Sports League

Address:

3500 Blue Lake Drive, Suite 330, Birmingham, AL 35243

Contact Information:

Eric Lopez / elopez@bassmaster.com / cell: 407-557-0282

Owner/Manager of Business:

Co ownership group - Anderson Media, Don Logan

Human Resources Representative and Contact Information, if applicable:

N/A

I. PEOPLE

A. Physical Distancing. To ensure employees comply with physical distancing requirements, you agree that you will do the following:

- ✔ Ensure 6 ft. distance between personnel, unless safety or core function of the work activity requires a shorter distance. Any time personnel are less than 6 ft. apart from one another, personnel must wear acceptable face coverings.

- ✔ Tightly confined spaces will be occupied by only one individual at a time, unless all occupants are wearing face coverings. If occupied by more than one person, will keep occupancy under 50% of maximum capacity.

- ✔ Post social distancing markers using tape or signs that denote 6 ft. of spacing in commonly used and other applicable areas on the site (e.g. clock in/out stations, health screening stations)

- ✔ Limit in-person gatherings as much as possible and use tele- or video-conferencing whenever possible. Essential in-person gatherings (e.g. meetings) should be held in open, well-ventilated spaces with appropriate social distancing among participants.

- ✔ Establish designated areas for pick-ups and deliveries, limiting contact to the extent possible.

List common situations that may not allow for 6 ft. of distance between individuals. What measures will you implement to ensure the safety of your employees in such situations?

Due to the changes we implemented at our last event, our first staged during the pandemic, almost all of our situations now allow for at least 6 ft of distance between individuals. 100% of the anglers and staff have face coverings. This is a rule in order to be on site at our events. During set-up and tear down, and during the morning take offs, some instances will arise where personnel will come within 6ft to either assist each other or to pass another while walking. If this is occurs, all involved are required to put on their face covering prior to coming within the 6ft radius of another.

How you will manage engagement with customers and visitors on these requirements (as applicable)?

Visitors will not be allowed in our working area. We carry enough fencing with us to completely enclose our designated area. We will position the stage in a manner that will prevent curious onlookers who may be passing by from being able to see the stage. We can position our trailers in a manner that will also help block viewing. Credentials will be required for ingress into the perimeter that we establish as the "working area".

How you will manage industry-specific physical social distancing (e.g., shift changes, lunch breaks) (as applicable)?

Our backstage area has been reconfigured so there will only be one angler per tank. The anglers waiting to enter the tank area will be required to wait in their boats. By making this change we are able to keep the required 6 ft distance between anglers. While their fish are being "checked" backstage, the angler and the person checking the fish will both be required to wear masks. This was all put into practice at our previous event and it worked very well.

II. PLACES

A. Protective Equipment. To ensure employees comply with protective equipment requirements, you agree that you will do the following:

- ✔ Employers must provide employees with an acceptable face covering at no-cost to the employee and have an adequate supply of coverings in case of replacement.

What quantity of face coverings – and any other PPE – will you need to procure to ensure that you always have a sufficient supply on hand for employees and visitors? How will you procure these supplies?

Masks - Prior to our first event back in Eufaula, AL (June 10-13, 2020), we implemented the usage of masks for anyone entering our perimeter. All staff and contractors were issued multiple cloth masks each. Additionally, we just completed ar order for an additional set of branded masks, that will be issued by BASS to all employees and contractors. On top of that we carry a surplus of masks in our inventory, cloth and medical, if someone forgets or needs to change one out. Lastly, al anglers carry multiple face coverings as a function of their sport. They also have access to our stock if needed.

✔ Face coverings must be cleaned or replaced after use or when damaged or soiled, may not be shared, and should be properly stored or discarded.

What policy will you implement to ensure that PPE is appropriately cleaned, stored, and/or discarded?

We will create a question that will be part of everyone's daily digital health assessment questionnaire asking if the individual remembered to clean, store or discard their PPE. (We are in the process of signing a deal with a company called CrewMinders that will allow us to administer the questionnaire portion of the daily health assessment via an app. This deal will be completed within the next 5 days.) Also, each angler, staff member and contractor is issued enough masks to change them out each day. Additionally, we will have back up masks on site if someone needs one.

✔ Limit the sharing of objects and discourage touching of shared surfaces; or, when in contact with shared objects or frequently touched areas, wear gloves (trade-appropriate or medical); or, sanitize or wash hands before and after contact.

List common objects that are likely to be shared between employees. What measures will you implement to ensure the safety of your employees when using these objects?

Very few items are shared within the tournament fishing arena. A random tool is an example of something that potentially could be shared during set-up and tear down. Clorox and Lysol Sanitizing wipes are available and required for use in this situation.

The fish bags that carry the fish from the boat to the tank area may also be reused. Each bag is cleaned in hydrogen peroxide after each use. (Hydrogen peroxide is an approved disinfecting agent that will not harm the fish.)

B. Hygiene and Cleaning. To ensure employees comply with hygiene and cleaning requirements, you agree that you will do the following:

✔ Adhere to hygiene and sanitation requirements from the Centers for Disease Control and Prevention (CDC) and Department of Health (DOH) and maintain cleaning logs on site that document date, time, and scope of cleaning.

Who will be responsible for maintaining a cleaning log? Where will the log be kept?

The only two areas that require cleaning are our office trailers. One is managed by our tournament department and one is managed by our communications department. The head of each department is responsible for cleaning each area and will keep a log within that trailer.

✔ Provide and maintain hand hygiene stations for personnel, including handwashing with soap, water, and paper towels, or an alcohol-based hand sanitizer containing 60% or more alcohol for areas where handwashing is not feasible.

Where on the work location will you provide employees with access to the appropriate hand hygiene and/or sanitizing products and how will you promote good hand hygiene?

As stated above, we have an official hand sanitizing partner, Mammoth Sanitizer, which has an alcohol content of 80%. As a provision of this agreement, each staff member, contractor, and angler is given their own personal bottle. Larger pumps are placed throughout the perimeter as well if they forgot their own bottle.

We have a mass texting system that we will send reminders to all anglers and staff to: (1) sanitize and wash their hands with regular frequency, (2) remember to follow social distancing guidelines, plus the additional CDC recommended

- ✔ Conduct regular cleaning and disinfection at least after every shift, daily, or more frequently as needed, and frequent cleaning and disinfection of shared objects (e.g. tools, machinery) and surfaces, as well as high transit areas, such as restrooms and common areas, must be completed.

  *What policies will you implement to ensure regular cleaning and disinfection of your worksite and any shared objects or materials, using **products** identified as effective against COVID-19?*

  Each area has a manager responsible for cleaning any shared items such as tools, hand rails and fish bags. Every manager is reminded of these procedures during our daily team meetings. Each manager will give an update if something needs to be addressed or if there are areas that we may not have previously identified that will need someone assigned to being responsible for the regular cleaning of said area.

C. Communication. To ensure the business and its employees comply with communication requirements, you agree that you will do the following:

- ✔ Post signage throughout the site to remind personnel to adhere to proper hygiene, social distancing rules, appropriate use of PPE, and cleaning and disinfecting protocols.

- ✔ Establish a communication plan for employees, visitors, and customers with a consistent means to provide updated information.

- ✔ Maintain a continuous log of every person, including workers and visitors, who may have close contact with other individuals at the work site or area; excluding deliveries that are performed with appropriate PPE or through contactless means; excluding customers, who may be encouraged to provide contact information to be logged but are not mandated to do so.

  Which employee(s) will be in charge of maintaining a log of each person that enters the site (excluding customers and deliveries that are performed with appropriate PPE or through contactless means), and where will the log be kept?

  Lisa Talmadge, tournament manager, will keep a log of all competitors. This log will be stored in the tournament trailer.

  Ben Ashby, operations manager, will keep a log of all others. This log will be stored in the operations trailer.

- ✔ If a worker tests positive for COVID-19, employer must immediately notify state and local health departments and cooperate with contact tracing efforts, including notification of potential contacts, such as workers or visitors who had close contact with the individual, while maintaining confidentiality required by state and federal law and regulations.

  If a worker tests positive for COVID-19, which employee(s) will be responsible for notifying state and local health departments?

  Eric Lopez - Operations Director

III. PROCESS

A. Screening. To ensure the business and its employees comply with protective equipment requirements, you agree that you will do the following:

✔ Implement mandatory health screening assessment (e.g. questionnaire, temperature check) before employees begin work each day and for essential visitors, asking about (1) COVID-19 symptoms in past 14 days, (2) positive COVID-19 test in past 14 days, and/or (3) close contact with confirmed or suspected COVID-19 case in past 14 days. Assessment responses must be reviewed every day and such review must be documented.

What type(s) of daily health and screening practices will you implement? Will the screening be done before employee gets to work or on site? Who will be responsible for performing them, and how will those individuals be trained?

As stated above, we are partnering with a company, CrewMinders, who specializes in health screening questionnaires via a custom made app. We can have it set so they are required to complete the assesment prior to arrival.

Screening, including daily temperature checks, symptom and exposure checks, will be administered by Lisa Talmadge, tournament manager.

If screening onsite, how much PPE will be required for the responsible parties carrying out the screening practices? How will you supply this PPE?

Lisa Talmadge will will conduct temperature screenings daily during the tournament. Staff will be equipped with masks and gloves and temporal thermometers to record staff and anglers temperatures in a contact-less format. All equipment is already acquired by B.A.S.S.

B. Contact tracing and disinfection of contaminated areas. To ensure the business and its employees comply with contact tracing and disinfection requirements, you agree that you will do the following:

✔ Have a plan for cleaning, disinfection, and contact tracing in the event of a positive case.

In the case of an employee testing positive for COVID-19, how will you clean the applicable contaminated areas? What products identified as effective against COVID-19 will you need and how will you acquire them?

All of our anglers, staff and contractors will be working outside. The only people have have access to an indoor area are the individuals i referenced above, the tournament managers, and the communications team. Each team has their own area and has approximately 4 people. They are not allowed in the areas at the same time. Clorox wipes and Clorox bleach are part of our inventory and will be used to clean any affected area.

In the case of an employee testing positive for COVID-19, how will you trace close contacts in the workplace? How will you inform close contacts that they may have been exposed to COVID-19?

Lisa Talmadge will maintain the timing of when the anglers came in close contact with each other on a daily basis. All who enter our area are people who are part of our team, and who we have contact information on file. We regularly send mass texts to our entire group and can do so in the event of someone testing positive.

IV. OTHER

Please use this space to provide additional details about your business's Safety Plan, including anything to address specific industry guidance.

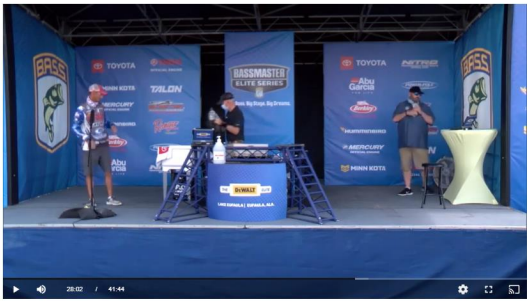
Some items to note specific to our format:

-BASS will limit the number of anglers backstage to keep the lines from forming and to maintain 6 ft of social distancing.

-Days 1 and 2 are full field days with 84 anglers.
-Day 3 has 40 anglers
-Day 4 has 10 anglers

-We have eliminated the angler meeting and we now do it via video.

-We have changed our stage layout to allow for 6 ft of separation from the angler, emcee, and tournament director. Each will have a mask in the event they see a need to get within the 6ft perimeter.



Sample onsite signage:

Staying up to date on industry-specific guidance:

To ensure that you stay up to date on the guidance that is being issued by the State, you will:

- ✔ Consult the NY Forward website at forward.ny.gov and applicable Executive Orders at governor.ny.gov/executiveorders on a periodic basis or whenever notified of the availability of new guidance.

State and Federal Resources for Businesses and Entities

As these resources are frequently updated, please stay current on state and federal guidance issued in response to COVID-19.

General Information

New York State Department of Health (DOH) Novel Coronavirus (COVID-19) Website

Centers for Disease Control and Prevention (CDC) Coronavirus (COVID-19) Website

Occupational Safety and Health Administration (OSHA) COVID-19 Website

Workplace Guidance

CDC Guidance for Businesses and Employers to Plan, Prepare and Respond to Coronavirus Disease 2019

OSHA Guidance on Preparing Workplaces for COVID-19

Personal Protective Equipment Guidance

DOH Interim Guidance on Executive Order 202.16 Requiring Face Coverings for Public and Private Employees

OSHA Personal Protective Equipment

Cleaning and Disinfecting Guidance

New York State Department of Environmental Conservation (DEC) Registered Disinfectants of COVID-19

DOH Interim Guidance for Cleaning and Disinfection of Public and Private Facilities for COVID-19

CDC Cleaning and Disinfecting Facilities

Screening and Testing Guidance

DOH COVID-19 Testing

CDC COVID-19 Symptoms