COMMON COUNCIL
AGENDA ITEMS

Date: 02-02-2022
Time: 6:00 PM
Location: YouTube
https://www.youtube.com/channel/UC7RtJN1P_RFaFW2IVCnTrDg

<table>
<thead>
<tr>
<th>Item</th>
<th>Voting</th>
<th>Presenter(s)</th>
<th>Time Allotted</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALL TO ORDER</td>
<td></td>
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</tr>
<tr>
<td>1.1 Additions to or Deletions from the Agenda</td>
<td>No</td>
<td>Mayor Myrick</td>
<td>10 Mins</td>
</tr>
<tr>
<td>1.2 Proclamations/Awards</td>
<td>No</td>
<td>Mayor Myrick</td>
<td>10 Mins</td>
</tr>
<tr>
<td>1.2.1 Sister City Proclamation</td>
<td>No</td>
<td>J.R. Clairborne</td>
<td>5 Mins</td>
</tr>
<tr>
<td>1.2.2 Presentation of J. Diann Sams African-American History Month Recognition Award</td>
<td>No</td>
<td>J.R. Clairborne</td>
<td>15 Mins</td>
</tr>
<tr>
<td>1.3 Special Presentations Before Council</td>
<td>No</td>
<td>HR Dir Michell-Nunn</td>
<td>15 Mins</td>
</tr>
<tr>
<td>1.3.1 Reimagining Public Safety Collaborative</td>
<td>No</td>
<td>HR Dir Michell-Nunn</td>
<td>15 Mins</td>
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<td>1.4 Reports of Municipal Officials</td>
<td>No</td>
<td>HR Dir Michell-Nunn</td>
<td>10 Mins</td>
</tr>
<tr>
<td>2.1 Petitions and Hearings of Persons before Council</td>
<td>No</td>
<td>*Note: See instructions on how to participate on page 3 of the agenda.</td>
<td>40 Mins</td>
</tr>
<tr>
<td>2.2 Privilege of the Floor – Mayor and Council</td>
<td>No</td>
<td>*Note: See instructions on how to participate on page 3 of the agenda.</td>
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</tbody>
</table>

CONSENT AGENDA

3.1 YB - Amend the Youth Bureau 2022 Roster & Budget Request
3.2 DPW - Amendment to Roster Resolution - Civil Engineer
3.3 PBZ&ED - Amendment to Personnel Roster
3.4 DPW - Recommendation to Increase Pavilion Reservation Fees
3.5 DPW - 2022 Water and Sewer Rates
3.6 DPW - Use of City Owned College Avenue Telecommunication System Spaces
3.7 Attorney - Parking Ticket Pilot Protocol for Not-For-Profit Motor Vehicle Multiple Offenses
3.8 IFD – Award of Bid for Protective Jackets and Pants

Common Council 5 Mins
<table>
<thead>
<tr>
<th>Item</th>
<th>Voting Item</th>
<th>Presenter(s)</th>
<th>Time Allotted</th>
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</thead>
<tbody>
<tr>
<td>CITY ADMINISTRATION COMMITTEE</td>
<td></td>
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<tr>
<td>4.1 DPW – Acceptance of Promenade Easement at Cascadilla Creek and Cayuga Inlet</td>
<td>Yes</td>
<td>DPW Staff</td>
<td>10 Mins</td>
</tr>
<tr>
<td>4.2 IURA - Community Housing Development Fund, Round #21 — Authorize Disbursement of Funds Pursuant to an Executed MOU</td>
<td>Yes</td>
<td>Community Development Director Bohn</td>
<td>5 Mins</td>
</tr>
<tr>
<td>4.3 IURA – Reinvest Mortgage Recording Tax Revenues Back Into the Green Street Garage Redevelopment Project</td>
<td>Yes</td>
<td>Community Development Director Bohn</td>
<td>10 Mins</td>
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<tr>
<td>4.4 Attorney - Amendment to City Code Chapter 178 and 210</td>
<td>Yes</td>
<td>City Attorney Lavine</td>
<td>10 Mins</td>
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<td>4.5 Report of the City Controller</td>
<td>No</td>
<td>City Controller Thayer</td>
<td>10 Mins</td>
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<td>PLANNING &amp; ECONOMIC DEVELOPMENT COMMITTEE</td>
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<td>5.1 2022 Annual Common Council Concurrence that the City of Ithaca Planning and Development Board be Lead Agency in Environmental Review for Site Plan Review Projects for which the Common Council is an Involved Agency</td>
<td>Yes</td>
<td>Planning and Development Deputy Director Nicholas</td>
<td>5 Mins</td>
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<tr>
<td>MAYOR’S APPOINTMENTS</td>
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<td>6.1 Appointment and Reappointments to the Planning and Development Board and the Community Police Board</td>
<td>Yes</td>
<td>Mayor Myrick</td>
<td>5 Mins</td>
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<td>REPORTS FROM COUNCIL &amp; STAFF</td>
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<td>7.1 Reports of Special Committees</td>
<td>No</td>
<td>Common Council and Staff</td>
<td>10 Mins</td>
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<td>7.2 Reports of Common Council Liaisons</td>
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<td>7.3 Report of City Clerk</td>
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<td>7.4 Report of City Attorney</td>
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<td>• Proposed Executive Session to Discuss Pending Litigation.</td>
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<td>MEETING WRAP-UP</td>
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<td>8.1 Adjournment</td>
<td>No</td>
<td>Mayor Myrick</td>
<td>5 Mins</td>
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How to Participate in Public Comment Virtually

Email Common Council Through the Agenda Link
Written comments can be submitted to Common Council using this form: Common Council Public Comment Form. Comments should be submitted no later than 5:00 pm on the day of the meeting. These comments will not be read into the record but will be included as an attachment to the meeting minutes. Any comments received after 5:00 pm will be saved for the next meeting.

Register to Speak at the Meeting Via Zoom
At 9:00 am on the day of the Common Council meeting, a link will be opened on the Common Council webpage for people to register to speak at the beginning of the meeting. The first hour of the meeting will be dedicated to public speaking. Registration will close at 3:00 pm in order to allow time to calculate how long each person will be allowed to speak. If you register, you will be emailed the Zoom link later that day. Use that link to sign in and enter the Zoom meeting. You will be selected to speak in the order that you were registered. You must be present in the meeting when it is your turn to speak, or you will forfeit your time. You can use video or telephone to participate.

Questions about the meeting protocol can be forwarded to City Clerk Julie Conley Holcomb at (607) 274-6570 or jholcomb@cityofithaca.org in advance of the meeting.
CONSENT AGENDA:
CITY ADMINISTRATION COMMITTEE:
3.1 YB - Amend the Youth Bureau 2022 Roster & Budget

WHEREAS, The Youth Bureau is requesting permission to amend the 2022 personnel roster; and,

WHEREAS, the Youth Bureau has worked closely with HR to determine the position that best fits the responsibilities and duties needed in Recreation Support Services; and,

WHEREAS, in anticipation of Civil Service Commission approval of a Recreation Specialist for IWD (20 hour); and, now, therefore, be it

RESOLVED, That the Personnel Roster of the Youth Bureau shall be amended effective February 1, 2022, as follows:

Add: One (1) Recreation Specialist for IWD (20 hours)

Defund: One (1) Recreation Program Leader (20 hours)

Fund: One (1) Recreation Specialist for IWD (20 hours)

and, be it further

RESOLVED, That any additional funds associated with this change will come from within the approved 2022 Ithaca Youth Bureau budget.
To: City Administration Committee  
From: Liz Klohmann, Director  
Re: 2022 Roster Amendment  
Date: 1/26/22

The Youth Bureau is requesting permission to amend the 2022 personnel roster. We would like to add the position of Recreation Specialist for IWD – 20 hours to our 2022 roster. A New Position Duty Statement has been reviewed by HR and will be reviewed at the January Civil Service meeting.

To fund this position we would like to defund one Recreation Program Leader for IWD (20 hours) and fund one Recreation Program Specialist for IWD (20 hours). We have worked with HR and have determined this position fits the responsibilities and duties needed best. These changes do not require any budget amendments and will be covered within our approved 2022 budget.
3.2 DPW - Amendment to Roster Resolution - Civil Engineer

WHEREAS, the Engineering Division in the Department of Public Works has several large capital projects scheduled for 2022, and with ARPA funds and the recent passage of a Federal Infrastructure bill, is likely to have several more complex capital projects over the next several years; and

WHEREAS, the Engineering Division has an immediate need for an experienced civil engineer to manage design and construction efforts for upcoming capital projects; and

WHEREAS, the Ithaca Civil Service Commission established a new Civil Engineer position at their December 8, 2021, meeting; now therefore be it

RESOLVED, that the Personnel Roster of the Engineering Division of the Department of Public Works shall be amended as follows:

Add: One (1) Civil Engineer Position (40 hours)
Defund: One (1) Engineering Technician Position (40 hours)

and be it further

RESOLVED, That the funding for this change shall be derived from existing funds within the Department of Public Works budget.
To: Civil Service Commission
   Common Council

From: Tim Logue, Director of Engineering
      Michael Thorne, Superintendent of Public Works

Subject: Civil Engineer Position

Date: November 18, 2021

The Engineering Division of the Department of Public Works is in need of civil engineer position to manage the wide range of projects on our work plan for the years to come. The office manages everything from small projects that we design in-house (e.g., a curb bump out with associated drainage improvements) to medium sized projects that we hire an architect/engineer for design services (e.g., the Cascadilla Boathouse Renovations), to construction of multi-million-dollar street improvements, retaining walls, and trails. Our capital program for 2021 was valued at approximately $14 million and we coordinated work with a range of state and federal agencies, community stakeholders and local organizations, right down to individual home owners and tenants. With the stimulus funds already in hand and with a newly signed Infrastructure law in the wings, we have every reason to anticipate a full workload now and for the foreseeable future.

For the Civil Service Commission, please find attached a New Position Duties Statement.

For Common Council, please find attached a resolution for the roster amendment. We believe we will not require additional funding for this position between encumbering some 2021 funds and some funds in 2022. Ideally, we would like to start advertising this position in January 2022, with the hope of hiring a qualified candidate by April or May 2022.
3.3 PBZ&ED - Amendment to Personnel Roster

WHEREAS, the City of Ithaca (City) has demonstrated its desire and commitment to be a leader in sustainability and social equity, as exemplified by adoption of the Ithaca Green New Deal (IGND); and

WHEREAS, in 2020, the city created the position of Director of Sustainability, and in 2021 hired the position, the duties of which are to create and implement programs and initiatives to achieve the goals of the IGND; and

WHEREAS, The 2022 City budget includes funding for a new sustainability planner to further these efforts; now, therefore, be it

RESOLVED, That the Personnel Roster of the Planning and Development Department be amended as follows:

Add: One (1) Sustainability Planner (40 hours/week)

and be it further

RESOLVED, That the position of Sustainability Planner shall be assigned to the CSEA Administrative Unit Compensation Plan at salary grade 13, and be it further

RESOLVED, That for the sole purpose of determining days worked reportable to the New York State and Local Employees Retirement System the standard workday for this position shall be established at eight (8) hours per day (forty (40) hours per week), and be it further

RESOLVED, That funding for this position shall be derived from the approved 2022 departmental budget.
3.4 DPW - Recommendation to Increase Pavilion Reservation Fees

WHEREAS, the Ithaca Youth Bureau has reviewed the pavilion rental fees for the 2022 season; because they handle the rentals and are most familiar with the current use or demand for the facilities in both parks; and

WHEREAS, the existing fee structure at Cass Park and Stewart Park pavilions is based on the number of people and allows for pavilion sharing; and

WHEREAS, an hourly fee will lead renters to only reserve the amount of time they need for their use which will increase availability and access to additional users and be more conducive to health and safety guidelines; and

WHEREAS, the Ithaca Youth Bureau is proposing a new fee structure that will charge an hourly rate for rentals up to 7 hours and a flat rate for 8+ rental hours, and accommodate one group at a time; now therefore be it

RESOLVED, That Common Council adopts the following new rental fees at Stewart Park, effective January 1, 2022:

City of Ithaca 2022 Pavilion Fees (proposed)  
(Non Resident Fee/City Resident Fee)

<table>
<thead>
<tr>
<th>Pavilion Type</th>
<th>Hourly Fee</th>
<th>Flat Rate 8+ hour Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stewart Park Large Pavilion</td>
<td>$65/$50</td>
<td>$475/$375</td>
</tr>
<tr>
<td>Stewart Park Small Pavilion</td>
<td>$50/$35</td>
<td>$375/$275</td>
</tr>
<tr>
<td>Stewart Park BBQ Pavilion</td>
<td>$35/$25</td>
<td>$265/$180</td>
</tr>
<tr>
<td>Cass Park Pavilion</td>
<td>$45/$30</td>
<td>$330/$225</td>
</tr>
<tr>
<td>Cass Park BBQ Pavilion</td>
<td>$30/$20</td>
<td>$225/$150</td>
</tr>
</tbody>
</table>

For events that are applying through the City’s “Special Event” permit process and are required to reserve the pavilions at Stewart and/or Cass in order to operate their event, the fees below will apply.

Stewart Park Special Event Pavilion Rental (includes SP Large, SP Small and SP BBQ pavilions) - $600/day

Cass Park Special Event Pavilion Rental (includes Cass Park BBQ and Cass Park Pavilion) - $270/day

*All reservations/rentals are “exclusive use” (one user group at a time)
3.5 DPW - 2022 Water and Sewer Rates

WHEREAS, in accordance with City Charter, the Board of Public Works has the authority to set water and sewer rates; and

WHEREAS, the Board of Public Works has been unable to obtain a quorum to approve the 2022 water and sewer rates prior to December 31, 2021, or in January 2022, and the Department of Public Works is asking Common Council to approve the 2022 water and sewer rates retroactive to January 1, 2022; and

WHEREAS, DPW staff has estimated water and sewer expenses for 2022 and the City Controller has established the appropriate rates as part of the 2022 operating budget; now therefore be it

RESOLVED, That Common Council adopts the following water and sewer rates and fees starting for bills due on or after January 1, 2022, and the rates are effective until changed:

**Basic Rates (per 100 cubic feet):**

<table>
<thead>
<tr>
<th></th>
<th>Existing 2021</th>
<th>2022</th>
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<tbody>
<tr>
<td>Water</td>
<td>$9.36</td>
<td>$9.73</td>
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<tr>
<td>Sewer</td>
<td>$5.80</td>
<td>$6.03</td>
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**Minimum Billing (per quarter year)**

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<tr>
<th>METER SIZE</th>
<th>CU FT ALLOWED</th>
<th>WATER</th>
<th>SEWER</th>
<th>TOTAL</th>
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<tr>
<td>Small</td>
<td>1,200</td>
<td>$116.76</td>
<td>$72.36</td>
<td>$189.12</td>
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<td>1&quot;</td>
<td>3,200</td>
<td>$311.36</td>
<td>$192.96</td>
<td>$504.32</td>
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<tr>
<td>1.5&quot;</td>
<td>5,500</td>
<td>$535.15</td>
<td>$331.65</td>
<td>$866.80</td>
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<td>2&quot;</td>
<td>11,200</td>
<td>$1,089.76</td>
<td>$675.36</td>
<td>$1,765.12</td>
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<td>3&quot;</td>
<td>16,000</td>
<td>$1,556.80</td>
<td>$964.80</td>
<td>$2,521.50</td>
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<td>4&quot;</td>
<td>24,100</td>
<td>$2,344.93</td>
<td>$1,453.23</td>
<td>$3,798.16</td>
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<td>6&quot;</td>
<td>42,100</td>
<td>$4,096.33</td>
<td>$2,538.63</td>
<td>$6,634.96</td>
</tr>
</tbody>
</table>

**Other Services**

- Unmetered sprinkler service: $12 per inch diameter per quarter
- Metered water for circuses, carnivals contractors, etc., through suitable connection at hydrant installed by Water and Sewer: charged by use, with minimum bill of $200 per day for the first 7 days and $50 per day thereafter.
- Bulk Water for street sweepers, tank trucks, spray rigs, etc., available at the Water building: $100 per load up to 500 gallons, and $25 per thousand over 500 gallons.
- There will be no allowable sewer credit for pool filling.
- Meter removal, meter resetting, turning water off, or turning water on at curb stop: $40 per event.
- Residential Meter Testing: $150 if meter is found to be within industry tolerances; no charge if out of tolerance.
- Replacement of frosted or damaged residential meter:
During business hours – cost of the meter plus $50
After hours without a call-in – cost of the meter plus $125
After hours with a call-in – cost of the meter plus $220

- Replace damaged AMR meter head, caused by owner/occupant negligence: cost of new meter plus $60.
- City of Ithaca “Request for Entry” letters to residence or commercial establishment to service water meter, (each request per billing cycle):
  - First request – No response by Owner after 15 days, written warning
  - Second request – No response by Owner after 15 days, $25 administrative surcharge placed on next water bill
  - Third request – No response by Owner after 15 days, $100 administrative surcharge placed on next water bill. $100 administrative surcharge continuously billed thereafter until service has been fulfilled.
- Special meter reading with corresponding bill: $45 per special read.
- Data Logs: the first obtainable data log is free, delivered electronically in a PDF format. Paper copies will be printed upon request at the cost of duplication. All additional data logs shall be charged at $45 each delivered electronically. If a City issue is found as a result of a data log, there shall be no charge.
- All other special services: To be billed at cost (including overhead) with supporting bill documentation.
3.6 DPW - Use of City Owned College Avenue Telecommunication System Spaces

WHEREAS, the City recently constructed underground conduits and vaults under College Avenue, between Mitchell Street and Dryden Road (“Telecom System Spaces”) to facilitate installation of telecommunications equipment by multiple providers; and

WHEREAS, the City expects to receive requests to occupy the Telecom System Spaces; and

WHEREAS, City staff is supportive of this use of the Telecom System Spaces; and

WHEREAS, the Superintendent does not anticipate any conflicts in the near future with public works uses or needs; now, therefore, be it

RESOLVED, that Common Council hereby sets forth the following annual license fee structure for use of the College Avenue Telecom System Spaces:

$3.02 per linear foot of dedicated 4 inch conduit;

Each dedicated conduit line licensed shall include a license to use up to 2.25 square feet of wall space in a corresponding vault;

$1.01 per linear foot of shared 4 inch conduit; and

RESOLVED, the annual use fee set forth above shall be considered the base license fee for use of the City’s Telecom System Spaces, and that at the City’s discretion, the same may be adjusted for each year by an amount up to the amount of the increase in the consumer price index; and

RESOLVED, that the license agreement allowing said use of City-owned structure shall contain the usual terms and conditions of the City’s license agreement, including those specified in Chapter 170 of the City’s Municipal Code; and

RESOLVED, Common Council hereby authorizes the Superintendent, upon review of the City Attorney, to permit by license interested telecom providers to install telecommunications conduit and equipment within the Telecom System Spaces subject to the following requirements:

1) Proof of bonding or other sufficient security in an amount that the Superintendent deems appropriate to compensate the City for damage to its property during the course of installation and in the event the City must affect removal of the equipment,

2) Submission of an application and fee for Use of City Property,

3) Submission and approval of final installation plan for Superintendent of Public Works’ review prior to installation; and

4) Installation and continued operation of telecom service from within the City’s Telecom System Space(s) contingent on the company’s execution of the City’s license agreement and payment of the applicable application and annual fee, and

5) Issuance of street permit for any work zone traffic control (including but not limited to sidewalk or travel lane closures, reroutes, flagging operations, or bus stop impacts).
3.7 Attorney - Parking Ticket Pilot Protocol for Not-For-Profit Motor Vehicle Multiple Offenses

WHEREAS pursuant to NY Vehicle & Traffic Law §239, parking tickets are the responsibility of the registered owner of the vehicle; and

WHEREAS Qualified Car-Sharing Entities ("QCSE"), as defined in Ithaca City Code §346-1(b), exist in the City of Ithaca for purposes that include reducing traffic congestion, reducing the need for private vehicle ownership, and reducing demand for parking within the city; and

WHEREAS, QCSE owned vehicles are shared by multiple drivers; and

WHEREAS, a driver of such a shared vehicle can receive a second or third offense parking ticket with a higher fine than a first offense, even if it is the driver’s first offense, because it is a multiple offense for the particular shared QCSE vehicle; now, therefore, be it

RESOLVED, That the following Pilot Protocol shall be employed, commencing retroactive to January 1, 2022, and expiring for violation dates after December 31, 2022:

A driver of a QCSE who receives a second or third offense parking ticket for whom it is a first offense in 18 months, can submit a Pre-Trial Appeal Form, currently available at: www.cityofithaca.org/686/Parking-Tickets

The sworn statement in the Pre-Trial Appeal Form must include an assertion that the driver was a member of the QCSE at the time of the violation, that the registered owner of the ticketed vehicle in question was the QCSE, that the driver has no prior parking tickets in the City of Ithaca in the prior 18 months from the date of the parking ticket in any vehicle, and that the driver has not made this application in the prior 12 months. If the above criteria are met, the fine for the ticket shall be reduced to the fine for a first offense.
3.8 IFD – Award of Bid for Protective Jackets and Pants

WHEREAS, on December 13, 2021, the City of Ithaca posted a Notice to Bidders with specifications for Protective Jackets and Pants for Structural Firefighting; and

WHEREAS, on January 11, 2022, the City of Ithaca Controller’s Office received sealed bids from two bidders; and

WHEREAS, Chief Parsons, Assistant Chief Farwell, and the Deputy City Controller Andrew have reviewed the bids, specifications, options, and proposals made by each bidder; and

WHEREAS, after reviewing the bid documents, the Fire Chief recommends the award of the bid be made to First Out Rescue Equipment of Tonawanda, New York; now, therefore, be it

RESOLVED, That Common Council hereby approves the award of bid between the City of Ithaca and First Out Rescue Equipment in accordance with the pricing and bid specifications for Protective Jackets and Pants for Structural Firefighting at the cost of twenty-six hundred and thirty dollars ($2,630.00) per set of jacket and pants.
To: Common Council

From: Tom Parsons, Fire Chief

cc: Svante Myrick, Mayor

Date: January 19th, 2022

Re: Resolution to Award Bid - Protective Jacket and Pants for Structural Firefighting

On December 13th, 2021, the City of Ithaca advertised a notice to bidders for Protective Jacket and Pants for Structural Firefighting. On January 11th, 2022, sealed bids were opened from two bidders. Attached to this memo is a copy of the summary of the received proposals.

Deputy City Controller Scott Andrews, Assistant Chief Gary Farwell, and I reviewed the specifications and prices for the protective clothing. I recommend the bid be awarded to First Out Rescue Equipment Inc. of Tonawanda, NY, for twenty-six hundred and thirty dollars ($2630.00) per set of Protective Jacket and Pants.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>EXTENSIONS</th>
<th>UNIT COST</th>
<th>EXTENSIONS</th>
<th>UNIT COST</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>PROTECTIVE JACKET AND PANTS FOR STRUCTURAL FIRE FIGHTING</td>
<td>MANUFACTURER/MODEL: QUAKER AXIS</td>
<td>FIRE-DEX FXR</td>
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<td></td>
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<td></td>
<td>JACKET: $1,745.00</td>
<td>$1,584.00</td>
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<td>PANTS: $1,295.00</td>
<td>$1,046.00</td>
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<td>TOTAL AS A UNIT: $3,040.00</td>
<td>$2,630.00</td>
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<td>MANUFACTURER/MODEL: RICOCHET M2</td>
<td>FIRE-DEX FXR - ALTERNATE FABRICS</td>
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<td>JACKET: $1,725.00</td>
<td>$1,523.00</td>
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<td>PANTS: $1,259.00</td>
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<td>DELIVERY TIME</td>
<td>QUAKER AXIS</td>
<td>5-6 MONTHS</td>
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<td>RICOCHET M2</td>
<td>6-8 WEEKS</td>
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<td></td>
<td></td>
<td>ADDENDUM</td>
<td>NONE</td>
<td>NONE</td>
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<td></td>
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<td>BID SECURITY</td>
<td>N/A</td>
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<td>BID SECURITY</td>
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CITY ADMINISTRATION COMMITTEE:
4.1 DPW – Acceptance of Promenade Easement at Cascadilla Creek and Cayuga Inlet

WHEREAS, pursuant to a Development and Maintenance Agreement between City Harbor, LLC and the City of Ithaca dated May 28, 2021 (the “Pier Road Development Agreement”), City Harbor agreed to construct and maintain a pedestrian promenade on the City Harbor Property along the waterfront of Cascadilla Creek and Cayuga Inlet (the “Promenade”) in the location set forth on a certain map prepared by T.G. Miller, P.C. titled “Phase 1, City Harbor Development, City Harbor, LLC and The Guthrie Clinic, 101 Pier Road, Ithaca, New York”; and

WHEREAS, the Pier Road Development Agreement requires City Harbor to provide the City of Ithaca with an easement permitting public access to the Promenade (the “Promenade Easement”); and

WHEREAS, the City shall have no obligation to maintain the property over which the Promenade Easement shall be granted; and

WHEREAS, the City wishes to acquire said Promenade Easement in order to permit members of the public to use and enjoy said Promenade; be it hereby

RESOLVED, The City of Ithaca Common Council hereby authorizes the Mayor to accept the Promenade Easement on behalf of the City, and be it further

RESOLVED, That the Mayor, subject to review by the City Attorney, is hereby authorized to execute any and all documents, including without limitation an easement agreement, necessary to implement this resolution.
January 4, 2022

Board of Public Works
Re: City Harbor Promenade Easement

Dear Members of the Board of Public Works,

Please find submitted with this letter a draft resolution and supporting documentation regarding the acceptance of an easement for pedestrian access to be granted by City Harbor, LLC to the City of Ithaca in connection with City Harbor’s development on Pier Road. Pursuant to an agreement between the City and City Harbor, City Harbor will be building and maintaining a pedestrian promenade along the waterfront at its property. The easement will permit members of the public to enjoy the promenade for recreational uses such as walking, running, and cycling once the development is complete. City Harbor will construct and maintain the promenade at its own expense.

Please let me know if you should have any questions or if our office can provide any additional information or documents prior to the next BPW meeting.

Sincerely,

Victor Kessler
Assistant City Attorney
PROMENADE EASEMENT AGREEMENT

THIS PROMENADE EASEMENT AGREEMENT (this “Agreement”) is made as of the ___ day of __________, 2022, by and between CITY HARBOR, LLC, a New York limited liability company (“City Harbor”) and CITY OF ITHACA, a New York municipal corporation (“City of Ithaca”).

RECITALS:

WHEREAS, City Harbor is the owner of certain real property located in the City of Ithaca, County of Tompkins, State of New York, designated as Tax Map Parcel Number 17.-1-1.3 pursuant to a Deed recorded in the Tompkins County Clerk’s Office on November 16, 2017, as Instrument No. 2017-13124 and Tax Map Parcel 16.-2-1.1 pursuant to a Deed recorded in the Tompkins County Clerk’s Office on August 6, 2019, as Instrument No. 2019-09966 (collectively the “City Harbor Property”);

WHEREAS, pursuant to a Development and Maintenance Agreement between City Harbor and the City of Ithaca dated May 28, 2021 (the “Pier Road Development Agreement”), City Harbor agreed to construct and maintain a pedestrian promenade on the City Harbor Property along the waterfront of Cascadilla Creek and Cayuga Inlet (the “Promenade”) in the location set forth on a certain map prepared by T.G. Miller, P.C. titled “Phase 1, City Harbor Development, City Harbor, LLC and The Guthrie Clinic, 101 Pier Road, Ithaca, New York”, and attached hereto as Exhibit A (the “Promenade Easement Map”);

WHEREAS, the Pier Road Development Agreement requires City Harbor to provide the City of Ithaca with an easement permitting public access to the Promenade in the location set forth on the Promenade Easement Map; and

WHEREAS, City Harbor is agreeable to granting the Promenade Easement to the City of Ithaca.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of the Promenade Easement. City Harbor hereby grants to the City of Ithaca a non-exclusive easement over the City Harbor Property in the location identified for the waterfront promenade on the Promenade Easement Map as a recreational trail for year-round pedestrian use for walking, running and bicycles from dawn to dusk (the “Promenade Easement”). Motorized vehicles are expressly prohibited. It is agreed that the Promenade Easement shall be under the control and supervision of the City of Ithaca and shall not be used in a manner which would unreasonably interfere with the use of the City Harbor Property by its residents or create a nuisance or unreasonably interfere with the use of The Guthrie Clinic property or create a nuisance.
2. **Grant and Acceptance of Promenade Easement only.** The grant by City Harbor of the Promenade Easement to the City of Ithaca is solely for the limited purposes set forth in Section 1 above. The Grant of the Promenade Easement set forth herein, will be effective upon the completion of the construction of the Promenade by City Harbor.

3. **Construction and Maintenance.** City Harbor shall construct the Promenade at its own cost and expense shall be responsible for all maintenance and repairs to the Promenade so as to enable the Promenade to be open year-round.

4. **Reserved Rights of City Harbor.** City Harbor expressly reserves the right to use the surface and subsurface of the Promenade. Such reserved rights shall include but not be limited to, the right to cross and recross the Promenade, to construct stormwater lines and stormwater facilities therein, to install improvements and utilities, and to grant easements for utility services, stormwater and sewer lines to service providers, municipalities and adjoining property owners regardless of whether such easements and improvements are above or below ground, provided that any construction of improvements or easements within, or any other use of, the surface or subsurface of the Promenade shall not directly interfere with, obstruct, or endanger any rights of the City of Ithaca under or with respect to the Promenade Easement. City of Ithaca expressly acknowledges that City Harbor shall at all times have the right to install pavement, parking areas, curbing, sidewalks, walkways, landscaping, lighting, walls, benches, bike racks, and similar surface-level improvements and facilities adjacent to or within the Promenade in accordance with final site plan approval, including amendments if applicable. City Harbor may also construct improvements within the Promenade that are not shown on Exhibit A or the site plan approval, provided said improvements do not interfere with, obstruct, or endanger any rights of the City of Ithaca under or with respect to the Promenade Easement, cause injury or damage to the Promenade.

5. **Promenade Closures.** At least 30 days prior to the commencement of any construction or other work described in Section 4 that would require the closure of the Promenade, City Harbor shall provide written notice to the City of Ithaca describing the work to be conducted and the anticipated duration of the closure. City Harbor shall obtain the written consent of City of Ithaca prior to commencing any such construction or other work that would require the closure of the Promenade, which consent shall not be unreasonably withheld. Prior written consent and notice shall not be required in the event of an emergency requiring closure of the Promenade; provided, however, that City Harbor notifies City of Ithaca regarding any such emergency and the work required to remediate the same as soon as is practicable under the circumstances.

6. **Insurance.** City Harbor shall maintain insurance coverage as follows:

   (a) City Harbor shall maintain insurance coverage in the form and not less than the amounts contained in the City of Ithaca Insurance Requirements, attached and incorporated herein as Exhibit B. Upon request of the City of Ithaca, City Harbor shall furnish to the City of Ithaca current certificates of insurance evidencing City Harbor’s maintenance of the insurance policies required hereunder. City of Ithaca may from time to time with the agreement of City Harbor change the City of Ithaca’s Insurance Requirements. City of Ithaca shall notify City Harbor of such change, and if in agreement, City Harbor shall comply with such change.
7. **Indemnification.**

(a) City Harbor agrees to fully defend, indemnify, and hold harmless the City of Ithaca and its respective elected officials, public officers, boards, employees, members, and agents (collectively, the “City of Ithaca Indemnified Parties”) from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs, and expenses (including, without limitation, reasonable attorneys’ and experts’ fees and costs), whether or not involving a third party claim, which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, other damages, contamination of or adverse effects on the environment, caused by the acts or omissions of City Harbor or of its employees, agents, or subcontractors, related to or arising out of City Harbor’s work, activities, facilities, or other improvements performed or located within or without the Promenade Easement. This indemnification shall not extend to the proportion of damages, losses, and claims caused by a reckless or intentional, wrongful or negligent act of the City of Ithaca Indemnified Parties.

8. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “Notice”) must be in writing and addressed to the receiving party at its address set forth below (or at such other address as the receiving party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified mail, return receipt requested, postage prepaid. All notices shall be effective upon the date of receipt.

Notices to City Harbor are to be addressed to:

City Harbor, LLC  
Attention: Board of Managers  
330 East Fourteenth Street  
Elmira Heights, New York 14903  

with a copy to:

Sayles & Evans  
Attention: Steven E. Agan, Esq.  
One West Church Street  
Elmira, New York 14901

Notices to City of Ithaca are to be addressed to:
9. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

10. **Amendments.** No amendment to or modification of this Agreement shall be effective unless it is in writing, identified as an amendment to or modification of this Agreement, and signed by an authorized representative of each party hereto.

11. **Waiver.** No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12. **Assignment; Successors and Assigns.** The City of Ithaca shall not assign the Promenade Easement, or any part thereof, or interest therein, without the prior written consent of City Harbor. The Promenade Easement shall at all times be deemed to be and shall run with the land, be permanent and perpetual, and inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Agreement.

13. **Governing Law; Choice of Forum.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to or giving effect to the conflict of laws provisions thereof. Each party irrevocably and unconditionally agrees that it shall not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement in any forum other than the courts of the State of New York sitting in the County of Tompkins. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.

14. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and
contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date first written above.

City Harbor:

CITY HARBOR, LLC

By: ___________________________
Name: ___________________________
Title: ___________________________

City of Ithaca:

CITY OF ITHACA

By: ___________________________
Name: ___________________________
Title: ___________________________
STATE OF NEW YORK )
COUNTY OF ___________

On the ___ day of ____________, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared ____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument, the individual or the person(s) upon behalf of which the individual acted, executed the instrument.

____________________________________
Notary Public

STATE OF NEW YORK )
COUNTY OF ___________

On the ___ day of ____________, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared ____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same, and that by his/her signature on the instrument, the individual or the person(s) upon behalf of which the individual acted, executed the instrument.

____________________________________
Notary Public
EXHIBIT A

[SEE ATTACHED PROMENADE EASEMENT MAP]
EXHIBIT B

INSURANCE REQUIREMENTS FOR CITY HARBOR

Insurance Requirements of the City of Ithaca

City Harbor shall procure and maintain insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for death or injuries to any person or persons, damage to property, or contamination of or adverse effects on the environment, arising at any time during and/or arising out of or in any way connected with City Harbor’s use or occupancy of the Promenade Easement.

The following are the minimum required insurance coverages:

a.     **Commercial General Liability**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury and Property Damage:</td>
<td>$1,000,000 Each Occurrence</td>
</tr>
<tr>
<td>Products/Completed Operations:</td>
<td>$2,000,000 Aggregate</td>
</tr>
<tr>
<td>Personal Injury &amp; Advertising Injury:</td>
<td>$1,000,000 Each Person/Organization</td>
</tr>
<tr>
<td>General Aggregate:</td>
<td>$2,000,000 Per Location Basis</td>
</tr>
<tr>
<td>Damage to Rented Premises:</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

b.     **Business Automobile Liability**

   Combined Single Limit applicable to all
   Owned, Non-Owned and Hired Autos: $1,000,000 Each Accident

c.     **Excess "Umbrella" Liability**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury and Property Damage:</td>
<td>$5,000,000 Each Occurrence</td>
</tr>
<tr>
<td>General Aggregate:</td>
<td>$5,000,000 Per Location Basis</td>
</tr>
</tbody>
</table>

d.     **Workers' Compensation & Employers' Liability**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation Limits:</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employers Liability Limits:</td>
<td></td>
</tr>
<tr>
<td>• Each Accident:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>• Disease Each Employee:</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>• Disease Policy Limit:</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

1. The insurance carriers providing the required coverages shall be licensed to do so in New York State, and shall be rated no lower than "A- X" by the most recent Best's Key Rating Guide unless otherwise agreed to by the City of Ithaca.
2. City Harbor shall deliver upon request of the City of Ithaca a Certificate of Insurance acceptable to the City of Ithaca certifying that policies of insurance for the required coverages have been issued and are in effect. Upon expiration or cancellation of any policy, City Harbor shall immediately deliver to the City of Ithaca a Certificate of Insurance evidencing proper renewal or replacement of the policy.
EXHIBIT A
PROMENADE EASEMENT

City Harbor Development
101 Pier Road, Ithaca, New York
City Harbor, LLC and The Guthrie Clinic
Phase 1

REVISION SCHEDULE
NAME DATE

WARNING: It is a violation of New York State Law for any person, unless acting under the direction of a licensed Architect, to alter this document in any way. If a document bearing the seal of an Architect is altered, the altering Architect shall affix to such document his seal and the notation "altered by" followed by his signature, the date of such alteration, and a specific description of the alteration.
4.2 IURA - Community Housing Development Fund, Round #21 — Authorize Disbursement of Funds Pursuant to an Executed MOU

WHEREAS, the Community Housing Development Fund (CHDF) was established in 2009, and renewed in 2015 and 2021, by Memorandum of Understanding (MOU) among and between the City of Ithaca, Tompkins County and Cornell University to raise and award funds to increase the supply of permanently affordable housing in the County; and

WHEREAS, for 2019, Cornell University contributed $300,000 to the CHDF and the City of Ithaca and Tompkins County each contribute $200,000 available for Round #21; and

WHEREAS, the Common Council determined that City contributions to the CHDF should be used solely to assist those projects located within the City of Ithaca; and

WHEREAS, the Program Oversight Committee, which includes three City appointees, reviews, and recommends projects for awards, including the amount and funding source; and

WHEREAS, the City of Ithaca Common Council retains authority to approve, modify or reject the POC’s recommendation for use of City funds; and

WHEREAS, action to authorize disbursement of City funds requires prior completion of environmental review for housing projects; and

WHEREAS, the POC recommends the following affordable housing projects for funding:

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Project</th>
<th># Units</th>
<th>Municipality</th>
<th>Funding ($1,000s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Cornell</td>
</tr>
<tr>
<td>IHA/CHDC</td>
<td>Northside Apartments</td>
<td>82 rentals</td>
<td>(C) Ithaca</td>
<td>0</td>
</tr>
<tr>
<td>INHS</td>
<td>CHT – Scattered Sites</td>
<td>8 for-sale</td>
<td>(C) Ithaca &amp; (V) Freeville</td>
<td>284.8</td>
</tr>
<tr>
<td>Second Wind</td>
<td>Dryden House</td>
<td>4 rentals</td>
<td>(V) Dryden</td>
<td>0</td>
</tr>
<tr>
<td>Visum</td>
<td>W State St Apartments</td>
<td>57 rentals</td>
<td>(C) Ithaca</td>
<td>0</td>
</tr>
<tr>
<td>Red Tail/Habitat</td>
<td>White Hawk Ecovillage</td>
<td>1 for-sale</td>
<td>(T) Danby</td>
<td>40</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>152 units</strong></td>
<td></td>
<td>324.8</td>
</tr>
</tbody>
</table>

and, WHERAEAS, pursuant to the MOU, Tompkins County administers the CHDF, including collection of contributions to the CHDF and distribution of funds to project sponsors; and
WHEREAS, the Northside Apartments project completed environmental review by the City Planning and Development Board and is scheduled for a closing on financing in March 2022; and

WHEREAS, annual City contributions to the CHDF are placed in Restricted Contingency, now; therefore, be it

RESOLVED, That the Common Council for the City of Ithaca hereby authorizes an expenditure of up to $102,200 to Tompkins County for the following affordable housing project to implement a recommended funding award for rounds #21 of the Community Housing Development Fund:

- **Project Name:** Northside Apartments
- **Location:** Hancock Street, Ithaca, NY
- **Applicant:** Cayuga Housing Development Corp., an affiliate of Ithaca Housing Authority
- **Project Summary:** Construction of 82 rental housing units to replace the existing 70-unit project

and be it further,

RESOLVED, That Common Council hereby directs the Controller to use encumbered housing funds in an amount not to exceed $102,200 from Account A8020-5435 Planning Contracts, and be it further,

RESOLVED, That the $102,200 be appropriated from the current balance in the Housing Fund of $182,200, to fund the $102,200 City portion of the City/County/Cornell Housing Trust for the above listed project, and be it further

RESOLVED, That the Mayor, subject to advice of the City Attorney, is hereby authorized to execute a fiscal agency agreement with Tompkins County to implement this resolution.
WHEREAS, the City approved an urban renewal project and bond financing support to redevelop the Green Street parking garage to include vertical expansion of the parking facility and construction of a community conference center (the “Project”); and

WHEREAS, the Project was funded by issuance of $49 million in revenue bonds backed by a pledge of City room occupancy tax revenues and a 30-year City lease of the parking garage; and

WHEREAS, a mortgage on the property is held by the bond trustee to secure bondholders; and

WHEREAS, the Tompkins County Industrial Development Agency (“TCIDA”) delivered incentives to the project including sales tax exemption, a payment-in-lieu of tax agreement, and a mortgage recording tax exemption; and

WHEREAS, in accordance with TCIDA policy, the New York State portion of the mortgage recording taxes were exempted on the Project, but the local portion remained in effect; and

WHEREAS, the Project financing plan anticipated both State and local portions of the mortgage recording taxes would be exempted, thereby creating an unplanned project expense to pay the local portion due; and

WHEREAS, the City of Ithaca received $247,350 in unanticipated mortgage recording tax revenues from the Project; and

WHEREAS, due to rising inflation and supply chain issues, the conference center component of the Project scheduled to begin construction in May 2022, and is experiencing significant cost escalation on construction, and several unanticipated expenses; and

WHEREAS, the City faces unbudgeted expenses to timely plow and clear snow around City Hall during construction of the adjacent Project; now, therefore be it

RESOLVED, That the Common Council for the City of Ithaca hereby authorizes the transfer of an amount not to exceed $247,350 of mortgage tax revenues received in 2021 to be used to cover future expenses related to the Green Garage Redevelopment project as follows:

- Debit $247,350 from Mortgage Revenue Tax revenue account A0001-3005
- Credit $237,350 to account A6989-5435, the room occupancy revenue account,
- Credit $10,000 to account A6989-5435, the room occupancy revenue account, to be available to address snow plowing and removal around City Hall during construction of the Project, and be it further

RESOLVED, That the City Controller is authorized to encumber and release above referenced funds from the encumbrance account upon receipt of eligible cost documentation from the applicable parties.
MEMORANDUM

To: City Administration Committee members
From: Nels Bohn, IURA Director of Community Development
Subject: Investment of Mortgage Recording Tax Revenues Generated from the Green Street Garage Redevelopment Project
Date: January 20, 2022

The Green Street parking garage and conference center components of the Green Street Garage Redevelopment Project were financed by issuance of revenue bonds backed by a pledge of City hotel room occupancy taxes and a 30-year City lease of the parking facility. Mortgages totaling $49 million on the properties are held by the bond trustee to secure bondholders.

A 1.5% mortgage recording tax is imposed on mortgages filed with the County Clerk, with proceeds split between the state and local governments. Certain mortgages securing loans for affordable housing projects are exempt from mortgage recording tax. Incentive packages provided by Industrial Development Agencies may also exempt mortgage recording taxes.

When the City’s partner on the project, Vecino Group of New York, LLC, prepared the project budget they anticipated mortgage taxes on the project would be exempted. That assumption turned out to be partially incorrect.

The parking garage and conference center project received incentives from the Tompkins County Industrial Development Agency including exemption of the state portion of the mortgage recording tax on the project. In accordance with TCIDA policy, the local portion of the mortgage recording tax (0.75%) was not exempted and was paid by Vecino and received by Tompkins County and the City of Ithaca. The City received $247,350 of unexpected mortgage recording taxes from the project. The proposed resolution reinvests mortgage recording tax revenues received directly from the parking and conference center project back into the project that generated these revenues to address unbudgeted expenses associated with the community conference center, including the mortgage recording tax expense itself as well as expenses to prepare the commercial kitchen for electrification and general cost escalation.

Cc: S. Thayer, T. Knipe, F. Vavra, L. Nicholas, D. Redsicker, J. Tavares
COMMITMENT TO TERMS BETWEEN THE CITY OF ITHACA AND TOMPKINS COUNTY AND THE CITY OF ITHACA AND THE DIA IN SUPPORT OF THE CITY’S FINANCIAL GUARANTEE FOR THE COMMUNITY CONFERENCE CENTER PROJECT

By Alderperson Murtagh; Seconded by Alderperson Smith

WHEREAS, on February 5, 2020, Common Council adopted a resolution regarding "commitment to pursue a City of Ithaca hotel occupancy tax and commitment to provide a shared financial guarantee with Tompkins County", and

WHEREAS, on February 4, 2020, the Tompkins County Legislature adopted a resolution expressing its "willingness to enter into an agreement with the City of Ithaca to support a portion of the City’s financial guarantee for the annual project lease payments throughout the life of the lease", with this support "contingent on the City of Ithaca passing a companion resolution in support of the project and outlining their role as a project guarantor and on the crafting and County approval of a fiscal agreement between the County, City, and DIA where the fiscal allotments are agreed upon by all parties", and

WHEREAS, following adoption of these resolutions, staff representatives from the City, County and DIA engaged in negotiations regarding the terms of the County's and the DIA's commitments to the project in support of the City’s financial guarantee, and

WHEREAS, the City of Ithaca recognizes the importance of the tourism and hospitality economy to Tompkins County as a major economic sector, which in 2018 generated $227 million in economic activity, over $16.7 million in local taxes, supported $746 per household in property tax savings, and supported over 2,600 in direct local jobs; and

WHEREAS, two market demand and feasibility studies conducted in 2017 and 2019 demonstrated the market demand for a new conference center in Ithaca and projected the appropriate size and capacity of the center; and

WHEREAS, a successful Community Conference Center project will be an asset for the City of Ithaca and Tompkins County, resulting in significant increased room tax and sales tax revenues; the addition of new direct and indirect jobs; significant economic impact beyond center operations through the purchase of supplies and services; an estimated 22,000 new room nights county-wide as well as annual visitation of over 63,000 after center operations are stabilized in year five; and

WHEREAS, recognizing the economic development value to the City, County and Southern Tier Region, the State of New York has awarded the Tompkins County Chamber of Commerce Foundation, Inc. a $5.0 million grant through Southern Tier Regional Economic Development Council to establish base equity in support of the Community Conference Center project, and

WHEREAS, the Vecino Group will construct the Green Street Garage Project, including the Community Conference Center; take on private debt for such construction; comply with the Ithaca Green Building Code, including use of heat pumps for space heating and hot water; commit to soliciting local labor; commit to paying prevailing wages during construction and reporting on such wages; commit to paying its employees living wages; and enter into a 30-year lease agreement with an entity to be created to operate the conference center portion of the project, and
WHEREAS, the City of Ithaca will:

1. Execute a lease guarantee with the Vecino Group, and

2. Establish a hotel room occupancy tax to support the Conference Center or, if such a hotel room occupancy tax is unsuccessful in being authorized, establish a City tourism improvement district (TID) to generate the required revenues from the lodging industry for the Conference Center, and

3. Utilize the revenues from either a hotel room occupancy tax or TID as the first source of funding for this project. These revenues will support the debt payments and operations of the Conference Center, as well as capitalize (and replenish as necessary and as possible) several reserve funds that would serve to protect the City in its role as guarantor for the conference center lease, including:
   a. Primary Operating Reserve, initially capitalized at $500,000 - to fill the anticipated deficits during years when the annual operating loss is projected to exceed revenues for direct conference center operations
   b. Capital Replacement Reserve, initially capitalized at $500,000 - to ensure replacement, repair, and replenishment as needed of all furnishing, fixtures, equipment, and capital needs of the conference center
   c. Rental Reserve - to mitigate any cash flow concerns and ensure two months of lease payments are available to the operating entity at all times
   d. Final Operating Reserve, projected to be initially capitalized at $1,250,000 through pre-opening collections of the City hotel room occupancy tax, and

4. Dedicate net City hotel room occupancy tax revenues to the conference center operating entity to promote, operate, and maintain the conference center, including net annual rent obligations of approximately $1.5 million per year, and

WHEREAS, the Downtown Ithaca Alliance will:

1. Contribute a minimum of $50,000 per year, starting in 2024 and continuing for 10 years, into a Secondary Operating Reserve that will be capped at $500,000; and in the event that this reserve is utilized and the balance drops below $500,000, the annual payments of $50,000 will resume until the balance again reaches $500,000, and

WHEREAS, the County will:

1. Contribute 4% of County hotel room occupancy tax revenues annually to the City to support the Community Conference Center beginning in 2021 and lasting through 2050 or until the space is no longer being used as a conference center (with first year payment projected to be $120,000, the average annual payment estimated to be $153,000, and the estimated 30 year total contribution to be over $4.5 million), and

WHEREAS, four hotels in Downtown Ithaca – Ithaca Downtown Marriott, Hilton Canopy, Hilton Garden Inn, and Hotel Ithaca – have agreed to:

1. Collectively contribute $50,000 per year during 2021 and 2022 (for a total of $100,000) towards construction costs of the project, and

2. In 2023 collectively capitalize a Tertiary Operating Reserve fund with another $150,000 to be held by the Tompkins County Chamber of Commerce Foundation, Inc. and to be in position behind the Secondary Operating Reserve Fund and ahead of the Final
Operating Reserve Fund, and if used to be replenished to maintain a minimum annual balance of $150,000 each year through year ten.

3. Collectively contribute a minimum of $50,000 per year for sponsorship in support of conference center operations beginning in 2023 and continuing for the first ten years of the project, to match the amounts in the project pro-forma, and

WHEREAS, the intention is to use and replenish reserves in the following sequence:

A) Rental Reserve: This will serve as the operational fund balance to assist with cash flow needs of day to day operations. The goal would be to maintain the fund balance at $300,000, equal to two months of lease payments, to the extent possible. In order to gauge whether the Community Conference Center is experiencing unusual cash-flow issues, the Conference Center Oversight Board will regularly review established performance metrics and budget for the project.

B) Capital Replacement Reserve: As the facility, equipment and furnishings need to be repaired, replaced or updated beyond what the operating entity has budgeted for improvements, the Capital Replacement Reserve will be utilized. It is anticipated that the City hotel occupancy tax would replenish or enhance this reserve at $25,000 in year one, growing to an annual contribution of $50,000 per year starting in year three. If there are additional operating surpluses or excess hotel room occupancy tax revenues, after the Primary and Final Operating Reserves have been fully capitalized/replenished, this fund will receive additional contributions.

C) Primary Operating Reserve: In the event of an annual deficit for the project, the Primary Operating Reserve would be utilized first. It is anticipated that this reserve will in fact be utilized, especially in the early years as the conference center gets established, and therefore this reserve would be the first one to be replenished with any operating surpluses or excess City lodging stream of income after the Rental Reserve. The goal would be to maintain the fund balance at $500,000 to the extent possible. In order to gauge whether the conference center is performing as anticipated, an Oversight Board will regularly review established performance metrics and budget for the project.

D) Secondary Operating Reserve: In the event the Primary Operating Reserve is depleted, the next reserve to be utilized is the Secondary Operating Reserve, which is to be capitalized through $50,000 annual payments by the DIA beginning in 2024 and capped at $500,000. The initial pull from this reserve would be $50,000, at which point the Tertiary Operating Reserve would kick in for up to $100,000 per year. From there, any remaining balance in the Secondary Operating Reserve would be utilized before turning to the Final Operating Reserve. It is expected that the Secondary Operating Reserve would be next in line for replenishment with any operating surpluses.

E) Tertiary Operating Reserve: In the event that the Secondary Operating Reserve fund is utilized at the rate of more than $50,000 in any given year, the next reserve to be utilized is the Tertiary Operating Reserve. This fund is to be capitalized at a minimum of $100,000 through contributions from the four main downtown hotels. If utilized, this reserve fund will be recapitalized by the four main downtown hotels at a minimum of $100,000. If this reserve is utilized, it will trigger the engagement of outside experts to advise the Oversight Board on conference center operations and recommendations to the Board for steps to take to improve project performance.

F) Final Operating Reserve: In the event the Primary, Secondary, and Tertiary Operating Reserves are depleted, the final reserve to be utilized is the Final Operating Reserve. If
this reserve is tapped into, it will trigger an extensive evaluation of the operation and revenues and may require discussions with the Oversight Board regarding significant restructuring of the project, or with the developer regarding possible re-purposing of the facility. It is expected that this reserve be last in line for replenishment with any operating surpluses or excess City lodging stream of income. This reserve fund is to be capitalized with pre-opening City hotel room tax revenues ($1.25 million) and the intention would be to place the County contributions to the City in this Reserve.

WHEREAS, City commitment to the Community Conference Center project is contingent on Tompkins County and the Downtown Ithaca Alliance each passing companion resolutions in support of the project and outlining their roles to at least as significant a degree as described above, now therefore be it:

RESOLVED, That the City of Ithaca will:

1. Execute a lease guarantee with the Vecino Group, and

2. Establish a hotel room occupancy tax to support the Conference Center or, if such a hotel room occupancy tax is unsuccessful in being authorized, establish a City tourism improvement district (TID) to generate the required revenues from the lodging industry for the Conference Center, and

3. Utilize the revenues from either a hotel room occupancy tax or TID as the first source of funding for this project. These revenues will support the debt payments and operations of the Conference Center, as well as capitalize (and replenish as necessary and as possible) several reserve funds that would serve to protect the City in its role as guarantor for the conference center lease, including:

   a. Primary Operating Reserve initially capitalized at $500,000 - to provide assurance to operator during years when the annual operating loss exceeds revenues for direct conference center operations

   b. Capital Replacement Reserve, initially capitalized at $500,000 - to ensure replacement, repair, and replenishment as needed of all furnishing, fixtures, equipment, and capital needs of the conference center

   c. Rental Reserve - to mitigate any cash flow concerns and ensure two months of lease payments are available to the operating entity at all times

   d. Final Operating Reserve, projected to be initially capitalized at $1,250,000 through pre-opening collections of the city hotel room occupancy tax, and

4. Dedicate net hotel room occupancy tax revenues collected to the operating entity to promote, operate, and maintain the conference center, including net annual rent obligations of approximately $1.5 million per year; now, therefore, be it

RESOLVED, That subject to the commitment of all parties to financial terms as outlined in this resolution, the Mayor is authorized to sign a binding MOU with Vecino committing to execute a lease guarantee for the conference center, and
RESOLVED. That the Mayor is authorized to sign a Memorandum of Agreement with Tompkins County and the DIA that reflects the conditions outlined in this resolution, contingent upon review by the City Attorney and understanding that any material changes in the conditions outlined in this resolution will require review and approval by Common Council.

Ayes (7) McGonigal, Nguyen, Murtagh, Kerslick, Smith, Mohlenhoff, Lewis
Nays (2) Brock, Fleming

Carried (7-2)

STATE OF NEW YORK
COUNTY OF TOMPKINS SS:
CITY OF ITHACA

I, Julie Conley Holcomb, City Clerk of the City of Ithaca, do hereby certify that the foregoing resolution is a true and exact copy of a resolution duly adopted by the Common Council of said City of Ithaca at a regular meeting held on the 11th day of March, 2020, and that the same is a complete copy of the whole of such resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the Corporate Seal of the City of Ithaca, this 12th day of August, 2020.

[Signature]

Julie Conley Holcomb,
City Clerk
City of Ithaca, New York
5.5 City Participation to Finance the Public Portions of the Green Street Garage Mixed-Use Urban Renewal Project (West and Center Sections)

By Alderperson Murtagh: Seconded by Alderperson Smith

WHEREAS, implementation of the urban renewal urban renewal project identified in the Disposition and Development Agreement with Vecino Group New York, LLC (Vecino) is contingent upon securing project financing, and

WHEREAS, Vecino proposes separate financing for each of the three major components of the mixed-use project:
   1. Affordable housing
   2. Parking garage renovation and construction
   3. Conference Center, and

WHEREAS, Vecino will finance the affordable housing component without City involvement, but requires City participation for financing the public components of the project, and

WHEREAS, section 503 of Article 15 of General Municipal Law of the State of New York authorizes the City to plan and undertake one or more urban renewal projects and to enter into any and all related agreements to assist in carrying out and effectuating an urban renewal project, and

WHEREAS, financing for the parking garage and conference center is proposed to derive from taxable revenue bonds issued by the Tompkins County Industrial Development Agency to fund development costs (series 2021A parking bonds and series 2021B conference center bonds), and

WHEREAS, bond financing is structured to provide a fixed interest rate with level annual principal and interest payments for 30 years to retire the bonds following an interest-only period during construction, and

WHEREAS, the proposed financing structure requires Vecino to pay principal and interest on the taxable revenue bonds, and

WHEREAS, Vecino, in turn, seeks rental payments from leases of the completed conference center and parking garage to meet bond obligations, and

WHEREAS, as neither the conference center nor the parking garage is projected to generate earned revenues sufficient to retire bonds, the revenue bonds are only marketable with participation by the City of Ithaca, and

WHEREAS, the major parties and roles involved in the contemplated financing are:
   • Tompkins County Industrial Development Agency – conduit bond issuer
   • Asteri Conference Center, LLC – owner of conference center (affiliate of Vecino Group New York, LLC)
• Asteri Garage, LLC – owner of parking garage (affiliate of Vecino Group New York, LLC)
• Downtown Ithaca Local Development Corporation (LDC) – not-for-profit entity leasing the conference center
• City of Ithaca (City) – lessee and financial supporter of public components of the Project, and

WHEREAS, the following City participation is required to secure proposed financing for the conference center and parking garage components of the Project:
• City lease from Vecino of an approximately 350-space parking facility (30-year term with option to acquire facility at end of the lease term)
• City lease from LDC of an approximately 2,000 square foot DPW maintenance space (30-year term)
• City/Vecino Parking Garage Financial Assistance Agreement – City commitment, subject to annual appropriation, to pay series 2021A bond payments to the extent there is a shortfall from parking lease revenues to meet bond obligations
• City/LDC Conference Center Financial Assistance Agreement – City commitment, subject to annual appropriation, to pay series 2021B bond payments to the extent there is a shortfall from conference center lease revenues to meet bond obligations
• Amendments to 2003 agreements to release M&T Bank’s leasehold mortgage and assignment of rents held on the Green Street garage premises, and

WHEREAS, the projected level principal and interest payments on the Series 2021A parking bonds is estimated at $840,000 per year under current market conditions, and

WHEREAS, the projected level principal and interest payments on the Series 2021B conference center bonds is estimated at $1,550,000 per year under current market conditions, and

WHEREAS, the all-in true interest cost on the bonds is projected to fall within a range of 3.9% - 4.2% under current market conditions, and
WHEREAS, the rental rate on the City lease of the parking garage will be established to cover principal and interest payments on the Series 2021-A parking bonds, and

WHEREAS, the rental rate on the City lease of City Department of Public Works maintenance facility is projected at a fixed $13.50/square foot/year, and

WHEREAS, a new City hotel room occupancy tax will be established and revenues from this new tax are projected to cover the cost of the series 2021B bond payments for the conference center, and therefore a shortfall from conference center lease payments is not anticipated, and

WHEREAS, environmental review on the Project was completed by the Planning and Development Board on September 22, 2020; now, therefore, be it
RESOLVED, That the City of Ithaca Common Council hereby determines it is in the interest of the City to increase public parking and construct a conference center in the downtown core of the city, and financially participate in the urban renewal project to ensure its financial success, and, be it further

RESOLVED, That the City of Ithaca Common Council hereby authorizes the undertaking of the urban renewal project by Vecino and approves the following agreements to support the parking garage and conference center components of the Green Street urban renewal project:

1. Parking lease - City lease from Vecino of an approximately 350-space parking facility (30-year term with option to acquire facility at end of the lease term)
2. DPW lease - City lease from Downtown Ithaca Local Development Corporation (LDC) of an approximately 2,000 square foot DPW maintenance space (30-year term)
3. City/Vecino Parking Garage Financial Assistance Agreement - City commitment, subject to annual appropriation, to pay series 2021A parking bond payments in an amount sufficient to cover any deficiency from parking garage rent payments to meet bond obligations
4. City/LDC Conference Center Financial Assistance Agreement - City commitment, subject to annual appropriation, to pay series 2021B conference center bond payments in an amount sufficient to cover any deficiency from conference center lease revenues to meet bond obligations
5. Amendments to 2003 agreements to release M&T Bank's leasehold mortgage and assignment of rents held on the Green Street garage premises, and be it further

RESOLVED, That the Mayor, subject to review by the City Attorney, is authorized to execute and deliver the above agreements upon satisfaction of the following conditions:

- Execution of a City/Tompkins County agreement to provide 4% of County room tax collections to support the conference center
- Execution of a Funding and Financial Oversight Partner agreement between the City, the Downtown Alliance, the Tompkins County Chamber Foundation, and the Downtown Ithaca Local Development Corporation
- Execution of a lease agreement between the Downtown Ithaca Local Development Corporation, LLC, and Asteri Conference LLC
- Tompkins County Industrial Development Agency approval of a PILOT agreement reducing the property tax obligation on the public parking garage and conference center leasehold premises to less than $100 per year for the duration of the bond financing.

Ayes (8) McGonigal, Nguyen, Murtagh, Gearhart, Smith, Kerslick, Mohlenhoff, Lewis
Nays (2) Brock, Fleming

Carried (8-2)
STATE OF NEW YORK
COUNTY OF TOMPKINS         SS:
CITY OF ITHACA

I, Julie Conley Holcomb, City Clerk of the City of Ithaca, do hereby certify that the foregoing resolution is a true and exact copy of a resolution duly adopted by the Common Council of said City of Ithaca at a regular meeting held on the 3rd day of February, 2021, and that the same is a complete copy of the whole of such resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the Corporate Seal of the City of Ithaca, this 10th day of February 2021.

[Signature]

Julie Conley Holcomb,
City Clerk
City of Ithaca, New York
5.4 A Local Law Entitled the “City of Ithaca Room Occupancy Tax.”

By Alderperson Murtagh: Seconded by Alderperson Kerslick
WHEREAS, on February 5, 2020, Common Council adopted a resolution stating the City’s “commitment to pursue a City of Ithaca hotel occupancy tax and commitment to provide a shared financial guarantee with Tompkins County”, and

WHEREAS, on June 3, 2020, Common Council adopted a resolution requesting that the NY Senate and Assembly enact the home rule legislation submitted by Assemblywoman Barbara Lifton and Senator Tom O’Mara to enable the City to implement a hotel occupancy tax; and

WHEREAS, the City of Ithaca hotel tax legislation passed the Assembly and Senate in July 2020, and in December 2020, Governor Cuomo signed it into law as part of the state tax code: Article 29, Part 1, Subpart A, Section 1202-GG*2 “Hotel or motel taxes in the city of Ithaca;” now, therefore

Local Law No. ____-2021

BE IT ENACTED by the Common Council of the City of Ithaca as follows:

Section 1. Legislative Findings, Intent, and Purpose.
Pursuant to Tax Law 1202-gg, the City of Ithaca is authorized to adopt a local law relating to the implementation and assessment of tax on persons occupying hotel or motel rooms in such city.
The Common Council makes the following findings of fact:
   A. The assessment of a City hotel tax will support the construction and operation of the conference center.
   B. Pursuant to the state enabling legislation, the City is authorized to charge up to 5% ad valorem tax on overnight accommodations. Such funds are earmarked for the conference center, with allowances for the City to retain up to 4% of such revenue for administration of the local law.
The Common Council finds that the hotel tax is critical to creating and maintaining a conference center within the City.

Section 2. Code Amendment
The City Code is hereby amended to create and impose a hotel tax within the City of Ithaca, inserting a new Chapter 105 entitled “Room Occupancy Tax” as follows.

CHAPTER 105
Room Occupancy Tax

§105-1. Definitions.
When used in this chapter, the following terms shall mean:
CONTROLLER — The Controller of the City of Ithaca or such other person as may be designated by the Mayor to administer and collect the tax provided for herein.
EFFECTIVE DATE — The date on which the Secretary of State files this chapter.

EXEMPT OCCUPANT — Any occupant of any room or rooms in a hotel whose rent is paid from public assistance from the County of Tompkins shall be deemed an "exempt occupant" with respect to the period of such occupancy, regardless of the length thereof.

HOTEL — A facility or portion thereof, which is regularly used and kept open as such for the lodging of guests. For the purposes of this chapter, the term "hotel" shall mean and include any facility providing lodging on an overnight basis and shall include those facilities designated and commonly known as "bed and breakfast" and "tourist" facilities, and shall include but not be limited to hotels, motels, tourist homes, motel courts, bed-and-breakfast establishments, short-term rentals, vacation rentals, clubs or similar facilities, whether or not meals are served to guests or residents thereof "hotel" or "motel".

OCCUPANCY — The use or possession or the right to the use or possession of any room in a hotel.

OCCUPANT — A person who, for a consideration, uses, possesses or has the right to use or possess any room in a hotel under any lease, concession, permit, right of access, license to use or other agreement or otherwise.

OPERATOR — Any person operating a hotel in the City of Ithaca, including, but not limited to, an owner or proprietor of such premises, lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such hotel.

PERMANENT RESIDENT — Any occupant of any room or rooms in a hotel for at least 30 consecutive days shall be considered a "permanent resident" with regard to the period of such occupancy.

PERSON — An individual, partnership, society, association, joint-stock company, corporation, estate, receiver, trustee, assignee, referee and any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, and any combination of the foregoing.

POLICE CHIEF — The Police Chief of the City of Ithaca or his/her successor in office.

RENT — The consideration received for occupancy valued in money, whether received in money or otherwise, for the occupancy of a room in a hotel for any period of time.

RETURN — Any return filed or required to be filed as herein provided.
ROOM — Any room or rooms or suite of rooms with sleeping accommodations, whether or not such accommodations are used, of any kind in any part or portion of a hotel which is available for or let out for any purpose.

§105-2. Imposition of tax.
On and after April 1, 2021, there is hereby imposed and there shall be paid a tax of 5% upon the per diem retail rental rate for every occupancy of a room or rooms in a hotel in this City, except that the tax shall not be imposed upon a permanent resident or an exempt occupant.

§105-3. Transitional provisions.
The tax imposed by this chapter shall be paid upon any occupancy on and after April 1, 2021, although such occupancy is pursuant to a prior contract, lease or other arrangement. However, for any occupancy taking place on or after April 1, 2021, where rent for such occupancy has been pre-paid through a third party room remarketer or pre-paid in full to the hotel and where such rent is paid prior to the effective date, and for which the hotel has no other direct financial transaction with the occupant, that occupancy shall not be subject to the tax. Where rent is paid on a weekly, monthly or other term basis, the rent shall be subject to the tax imposed by this chapter to the extent that it covers any period on and after the April 1, 2021.

§105-4. Exempt organizations.
Except as otherwise provided in this section, any use or occupancy by any of the following shall not be subject to the tax imposed by this chapter:
A. The State of New York, or any of its agencies or instrumentalities, public corporations (including a public corporation created pursuant to agreement or compact with another state or Canada), improvement districts or political subdivisions of the state;
B. The United States of America, or any of its agencies and instrumentalities, insofar as it is immune from taxation;
C. Any corporation, association, trust or community chest, fund or foundation, organized and operated exclusively for religious, charitable or education purposes or for the prevention of cruelty to children or animals, and no part of the net earnings of which inures to the benefit of any private shareholder or individual and no substantial part of the activities of which is carrying on propaganda or otherwise attempting to influence legislation; provided, however, that nothing in this subsection shall include an organization operated for the primary purpose of carrying on a trade or business for profit, whether or not all of its profits are payable to one or more organizations described in this subsection. Where any organization described in this subsection carries on its activities in furtherance of the purposes for which it was organized in premises in which, as part of said activities, it operates a hotel, occupancy of rooms in the premises and rents therefrom received by such corporation or association shall not be subject to tax hereunder.
§105-5. Territorial limits.
The tax imposed by this chapter shall apply only within the territorial limits of the City of Ithaca.

§105-6. Registration; certificates of authority.
A. Within 10 days after the effective date of this chapter or, in the case of operators commencing business after such effective date within three days after such commencement or opening, every operator shall file with the Controller a certificate of registration in a form prescribed by the Controller.
B. The Controller shall, within five days after such registration, issue without charge to each operator a certificate of authority empowering such operator to collect the tax from the occupant and a duplicate thereof for each additional hotel of such operator. Each certificate or duplicate shall state the hotel to which it is applicable. Such certificate of authority shall be prominently displayed by the operator in such manner that it may be seen and come to the notice of all occupants and persons seeking occupancy. Such certificate shall be nonassignable and nontransferable and shall be surrendered immediately to the Controller upon the cessation of business at the hotel named or upon its sale or transfer.

§105-7. Administration and collection.
A. The tax imposed by this chapter shall be administered and collected by the Controller or such other City employee as he/she may designate by such means and in such manner as are other taxes which are now collected and administered or as otherwise are provided by this chapter.
B. The tax to be collected shall be stated and charged separately from the rent and shown separately on any record thereof, at the time when the occupancy is arranged or contracted for and charged for, and upon every evidence of occupancy or any bill or statement of charges made for said occupancy issued or delivered by the operator, and the tax shall be paid by the occupant to the operator as trustee for and on account of the City, and the operator shall be liable for the collection thereof and for the tax. The operator and any officer of any corporate operator shall be personally liable for the tax collected or required to be collected under this chapter, and the operator shall have the same right in respect to collecting the tax from the occupant, or in respect to nonpayment of the tax by the occupant, as if the tax were part of the rent for the occupancy payable at the time such tax shall become due and owing, including all rights of eviction, dispossession, repossession and enforcement of any innkeeper's lien that he/she may have in the event of nonpayment of rent by the occupant; provided, however, that the Controller or employees or agents duly designated by him/her shall be joined as a party in any action or proceeding brought by the operator to collect or enforce collection of the tax.
C. The Controller may, wherever he/she deems it necessary for the proper enforcement of this chapter, provide by regulation that the occupant shall file
returns and pay directly to the Controller the tax imposed at such times as returns are required to be filed and as payments are required to be made by the operator.

D. Except as to and where the occupant has paid rent in full prior to the effective date, the tax imposed by this chapter shall be paid upon any occupancy on and after April 1, 2021, although such occupancy is had pursuant to a contract, lease or other arrangement made prior to such date. Where rent is paid or charged or billed or falls due on either a weekly, monthly or other term basis, the rent so paid, charged, billed or falling due shall be subject to the tax herein imposed to the extent that it covers any portion of the period on and after April 1, 2021. Where any tax has been paid hereunder upon any rent which has been ascertained to be worthless, the Controller may, by regulation, provide for credit and/or refund of the amount of such tax upon application therefore as provided in this Chapter.

E. For the purpose of the proper administration of this Chapter and to prevent evasion of the tax hereby imposed, it shall be presumed that all rents are subject to tax until the contrary is established, and the burden of proving that a rent for occupancy is not taxable hereunder shall be upon the operator or occupant. Where an occupant claims exemption from the tax under the provisions of Subsection C of §105-4 of this Chapter, the rent shall be deemed taxable hereunder unless the operator shall receive from the occupant claiming such exemption a copy of a New York State sales tax exemption certificate.

§105-8. Records to be kept.
Every operator shall keep records of every occupancy and of all rent paid, charged or due thereon and of the tax payable thereon, in such form as the Controller may by regulation require. Such records shall be available for inspection and examination at any time upon demand by the Controller or his/her duly authorized agent or employee and shall be preserved for a period of three years, except that the Controller may consent to their destruction within that period or may require that they be kept longer.

§105-9. Returns.
A. Every operator shall file with the Controller a return of occupancy and of rents and of the taxes payable thereon for the three-month periods ending the last day of February (for December, January and February), May (for March, April, and May), August (for June, July and August), and November (for September, October and November on and after April 1, 2021. Such returns shall be filed within 20 days from the expiration of the period covered thereby. The Controller may permit or require returns to be made by other periods and upon such dates as he/she may specify. If the Controller deems it necessary in order to ensure the payment of the tax imposed by this chapter, he/she may require returns to be made for shorter periods than those prescribed pursuant to the foregoing provisions of this section and upon such dates as he/she may specify.

B. The forms of return shall be prescribed by the Controller and shall contain such information as he/she may deem necessary for the proper administration of this
chapter. The Controller may require amended returns to be filed within 20 days after notice and to contain the information specified in the notice.

C. If a return required by this chapter is not filed or if a return is incorrectly filed or is insufficient on its face, the Controller shall take such steps as he/she deems necessary to enforce the filing of such return or of a corrected return.

§105-10. Payment of tax.
At the time of filing a return of occupancy and of rents, each operator shall pay to the Controller the taxes imposed by this chapter upon the rents required to be included in such return, as well as all other moneys collected by the operator acting or purporting to act under the provisions of this chapter; even though it may be later judicially determined that the tax collected is invalidly required to be filed, it shall be due from the operator and payable to the Controller on the date prescribed herein for the filing of the return for such period, without regard to whether a return is filed or whether the return which is filed correctly shows the amount of rents and taxes due thereon. Where the Controller in his/her discretion deems it necessary to protect revenues to be obtained under this chapter, he/she may require any operator required to collect the tax imposed by this chapter to file with him/her a bond, issued by a surety company authorized to transact business in this state and approved by the Superintendent of Insurance of this state as to solvency and responsibility, in such amount as the Controller may find to secure the payment of any tax and/or penalties and interest due or which may become due from such operator. In the event that the Controller determines that an operator is to file such bonds, he/she shall give notice to such operator to that effect, specifying the amount of the bond required. The operator shall file such bond within five days after the giving of such notice unless, within such five days, the operator shall request, in writing, a hearing before the Controller at which the necessity, propriety and amount of the bond shall be determined by the Controller. Such determination shall be final and shall be complied with within 15 days after the giving of notices thereof. In lieu of such bond, securities approved by the Controller or cash in such amount as he/she may prescribe may be deposited with him/her, which shall be kept in the custody of the Controller, who may at any time, without notice of the depositor, apply them to any tax and/or interest or penalties due, and for that purpose the securities may be sold by him/her at public or private sale without notice to the depositor thereof.

§105-11. Determination of tax.
If a return required by local law is not filed or if a return, when filed is incorrect or insufficient, the amount of tax due shall be determined by the Controller from such information as may be obtainable, and, if necessary, the tax may be estimated on the basis of external indices, such as number of rooms, locations, scale of rents, comparable rents, type of accommodations and service, number of employees and/or other factors. Notice of such determination shall be given to the person liable for the collection and/or payment of the tax. Such determination shall finally and irrevocably fix the tax unless the person against whom it is assessed, within 30 days after giving notice of such determination, shall apply to the Controller for a hearing or unless the Controller on his/her own motion shall redetermine the same. After such
hearing, the Controller shall give notice of his/her determination to the person against whom the tax is assessed. The determination of the Controller shall be reviewable for error, illegality, unconstitutionality or any other recognizable basis whatsoever by proceeding under Article 78 of the Civil Practice Law and Rules if application therefor is made to the Supreme Court within 30 days after the giving of the notice of such determination. A proceeding under Article 78 of the Civil Practice Law and Rules shall not be instituted unless the amount of any tax sought to be reviewed, with penalties and interest thereon, if any, shall be first deposited with the Controller and there shall be filed with the Controller an undertaking, issued by a surety company authorized to transact business in this state and approved by the Superintendent of Insurance of this state as to solvency and responsibility, in such amount as a Justice of the Supreme Court shall approve to the effect that, if such proceedings be dismissed or the tax confirmed, the petitioner will pay all costs and charges which may accrue, including reasonable counsel fees, in the prosecution of the proceeding, or, at the option of the applicant, such undertaking filed with the Controller may be in a sum sufficient to cover the taxes, penalties and interest thereon stated in such determination plus the costs and charges, including reasonable counsel fees, which may accrue against it in the prosecution of the proceedings, in which event the applicant shall not be required to deposit such taxes, penalties and interest as a condition precedent to the application.

§105-12. Disposition of revenues.
All revenue resulting from the imposition of the tax under this chapter shall be paid into the treasury of the City and shall be credited to and deposited in a special fund/account within the general fund of the City to be known as the hotel-motel tax receipts fund. Such account/fund shall consist of revenues derived by the city from the hotel and motel tax imposed and collected in accordance with section 1202-gg of the tax law and this local law (the “special tax receipts”). The City shall be authorized to retain the necessary revenue, in an amount not to exceed four percent of the total revenue, to defer the expense of the city in administering such tax and the balance of such revenues shall be allocated to the construction, promotion, maintenance, capital improvements, and operations of a conference center in the City of Ithaca and other directly related and supporting activities, including all financial costs and obligations incurred by the City related to the creation and operation of such conference center. Provided that the city has determined to undertake one or more projects secured by or payable from such special fund/account (the “special fund/account projects”), the city shall provide that as of each fiscal year the Mayor or his/her designee shall provide to the chief fiscal officer of the city an annual schedule on a monthly basis of amounts which could potentially be payable from such fund for the required purposes of such special fund/account projects. The chief fiscal officer of the city shall take such steps as necessary to assure that the city maintain in the hotel-motel tax receipts fund from the special tax receipts therein an amount sufficient to provide for the payment of the scheduled amounts potentially payable from such special fund/account with respect to such special fund/account projects and not otherwise provided for in each of the current month and the five succeeding months. The aforementioned schedule of potential amounts payable may be supplemented by the Mayor or his/her designee as determined to be necessary or prudent.
Any amounts required to be paid hereunder from the special fund/account with respect to the special fund/account projects shall be processed and paid in such manner as the Controller shall direct. Notwithstanding any provision of this local law amounts representing the special tax receipts shall be subject to the same budgeting and appropriation requirements as other funds and accounts of the city.

§105-13. Refunds.
A. In the manner provided in this section, the Controller shall refund or credit, without interest, any tax penalty or interest erroneously, illegally or unconstitutionally collected or paid if application to the Controller for such refund shall be made within one year from the payment thereof. Whenever a refund is made by the Controller, he/she shall state his/her reason therefor in writing. Such application may be made by the occupant, operator or other person who has actually paid the tax. Such application may also be made by an operator who has collected and paid over such tax to the Controller, provided that the application is made within one year of the payment by the occupant to the operator, but no actual refund of moneys shall be made to such operator until he/she shall establish to the satisfaction of the Controller, under such regulations as the Controller may prescribe, that he/she has repaid to the occupant the amount for which the application for refund is made. The Controller may, in lieu of any refund required to be made, allow credit therefor on payments due or to become due from the applicant.

B. An application for a refund or credit made as herein provided shall be deemed an application for a revision of any tax, penalty or interest complained of, and the Controller may receive evidence with respect thereto. After making his/her determination, the Controller shall give notice thereof to the applicant, who shall be entitled to review such determination by a proceeding pursuant to Article 78 of the Civil Practice Law and Rules, provided that such proceeding is instituted within 30 days after the giving of the notice of such determination, and provided that a final determination of tax due was not previously made. Such a proceeding shall not be instituted unless an undertaking is filed with the Controller in such amount and with such sureties as a Justice of the Supreme Court shall approve to the effect that, if such proceedings be dismissed or the tax confirmed, the petitioner will pay costs and charges which may accrue in the prosecution of such proceeding.

C. A person shall not be entitled to a revision, refund or credit under this section of a tax, interest or penalty which had been determined to be due pursuant to the provisions of §105-11 of this chapter where he/she has had a hearing or an opportunity for a hearing, as provided in said section, or has failed to avail himself of the remedies therein provided. No refund or credit shall be made of a tax, interest or penalty paid after a determination by the Controller made pursuant to §105-11 of this chapter unless it be found that such determination was erroneous, illegal or unconstitutional or otherwise improper by the Controller after a hearing or on his/her own motion or in a proceeding under Article 78 of the Civil Practice Law and Rules, pursuant to the provisions of said section, in which event refund or
credit without interest shall be made of the tax, interest or penalty found to have been overpaid.

§105-14. Reserves.
In cases where the occupant or operator has applied for a refund and has instituted a proceeding under Article 78 of the Civil Practice Law and Rules to review a determination adverse to him/her on his/her application for refund, the Controller shall have the option of crediting future tax payments to meet the cost of any settlements or judgments or, at his/her option, may, in the first instance, set up appropriate reserves to meet any decision adverse to the City.

§105-15. Remedies exclusive.
The remedies provided by §§105-11 and 13 of this chapter shall be the exclusive remedies available to any person for the review of tax liability imposed by this chapter, and no determination or proposed determination of tax or determination on any application for refund shall be enjoined or reviewed by an action for declaratory judgment, an action for money had and received or by any action or proceeding other than a proceeding in a nature of a certiorari proceeding under Article 78 of the Civil Practice Law and Rules; provided, however, that a taxpayer may proceed by declaratory judgment if he/she institutes suit within 30 days after a deficiency assessment is made and pays the amount of the deficiency assessment to the Controller prior to the institution of such suit and posts a bond for costs as provided in §105-11 of this chapter.

§105-16. Proceedings to recover tax.
A. Whenever any operator or any officer of a corporate operator or any occupant or other person shall fail to collect and pay over any tax and/or to pay any tax, penalty or interest imposed by this chapter as herein provided, the City Attorney shall, upon the request of the Controller, bring or cause to be brought an action to enforce the payment of the same on behalf of the City of Ithaca in any court of the State of New York or of any other state or of the United States. If, however, the Controller in his/her discretion believes that any such operator, officer, occupant or other person is about to cease business, leave the state or remove or dissipate the assets out of which the tax or penalties might be satisfied, and that any such tax or penalty will not be paid when due, he/she may declare such tax or penalty to be immediately due and payable and may issue a warrant immediately.

B. As an additional or alternate remedy, the Controller may, in the preparation of the next assessment roll, assess the amount of such tax or penalty upon the property occupied by business giving rise to such tax or penalty, and this amount shall be levied, collected and enforced in the same manner as taxes upon said property for City purposes are levied collected, and enforced.

C. Whenever an operator shall make a sale, transfer or assignment in bulk of any part of the whole of his/her hotel or its assets or his/her lease, license or other agreement or right to possess or operate such facility or of the equipment, furnishings, fixtures, supplies or stock of merchandise or the
said premises or lease, license or other agreement or right to possess or operate such hotel and the equipment, furnishings, fixtures, supplies and stock or merchandise pertaining to the conduct or operation of said hotel otherwise than in the ordinary and regular prosecution of business, the purchaser, transferee or assignee shall, at least 10 days before taking possession of the subject of said sale, transfer or assignment or paying therefor, notify the Controller by registered mail of the proposed sale and of the price, terms and conditions thereof, whether or not the seller, transferor or assignor has represented to or informed the purchaser, transferee or assignee that it owes any tax pursuant to this chapter and whether or not the purchaser, transferee or assignee has knowledge that such taxes are owing and whether any such taxes are in fact owing.

D. Whenever the purchaser, transferee or assignee shall fail to give notice to the Controller as required by the preceding subsection or whenever the Controller shall inform the purchaser, transferee or assignee that a possible claim for such tax or taxes exists, any sums of money, property or chose in action, or other consideration, which the purchaser, transferee or assignee is required to transfer over, the seller, transferor or assignor shall be subject to a first priority right and lien for any such taxes theretofore or thereafter determined to be due from the seller, transferor or assignor to the City, and the purchaser, transferee or assignee is forbidden to transfer to the seller, transferor or assignor any such sums of money, property or chose in action to the extent of the amount of the City's claim. For failure to comply with the provisions of this subsection, the purchaser, transferee or assignee, in addition to being subject to the liabilities and remedies imposed under the provisions of the Uniform Commercial Code, shall be personally liable for the payment to the City of any such taxes theretofore or thereafter determined to be due from the City from the seller, transferor or assignor, and such liability may be assessed and enforced in the same manner as the liability for tax under this chapter.

§105-17. General powers of Controller.
In addition to the powers granted to the Controller by the General City Law and this chapter, he/she is hereby authorized and empowered:

A. To make, adopt and amend rules and regulations appropriate to the carrying out of this chapter and the purposes thereof;

B. To extend, for cause shown, the time of filing any return for a period not exceeding 30 days; and, for cause shown, to remit penalties but not interest computed at the rate of 1% per annum per month or fraction thereof during which a tax is unpaid although due; and to compromise disputed claims in connection with the taxes hereby imposed;

C. To request information from the Tax Commission of the State of New York or the Treasury Department of the United States relative to any person; and to afford information to such Tax Commission or such Treasury Department relative to any person, any other provision of this chapter to the contrary notwithstanding;
D. To delegate his/her functions hereunder to any employee or employees of the City of Ithaca as the Mayor may approve;
E. To prescribe methods for determining the rents for occupancy and to determine the taxable and nontaxable rents;
F. To require any operator within the City to keep detailed records of the nature and type of hotel maintained, nature and type of service rendered, the rooms available and rooms occupied daily, leases or occupancy contracts or arrangements, rents received, charged and accrued, the names and addresses of the occupants, whether or not any occupancy is claimed to be subject to the tax imposed by this chapter, and to furnish such information upon request to the Controller;
G. To assess, determine, revise and readjust the taxes imposed under this chapter;
H. To require any operator to submit with the return required hereunder a copy of any tax return for sales, occupancy or use taxes submitted to the Tax Commission or other instrumentality of the State of New York.

§105-18. Administration of oaths; authority to compel testimony and produce records; penalties; fees.
A. The Controller or his/her employees or agents duly designated and authorized by him/her shall have power to administer oaths and take affidavits in relation to any matter or proceeding in the exercise of their powers and duties under this chapter. The Controller shall have power to subpoena and require the attendance of witnesses and the production of books, papers and documents, to secure information pertinent to the performance of his/her duties hereunder and of the enforcement of this chapter and to examine them in relation thereto and to issue commissions for the examination of witnesses who are out of the state or unable to attend before him/her or excused from attendance.
B. A Justice of the Supreme Court, either in court or at chambers, shall have power summarily to enforce by proper proceedings the attendance and testimony of witnesses and the production and examination of books, papers and documents called for by the subpoena of the Controller under this chapter.
C. Any person who shall refuse to testify or to produce books or records or who shall testify falsely in any material matter pending before the Controller under this chapter shall be guilty of a misdemeanor, punishment for which shall be a fine of not more than $1,000 or imprisonment for not more than one year, or both such fine and imprisonment.
D. The officers who serve the summons or subpoena of the Controller and witnesses attending in response thereto shall be entitled to the same fees as are allowed to officers and witnesses in civil cases in courts of record, except as herein otherwise provided. Such officers shall be the Police Chief and his/her duly appointed deputies or any officers, employees or other persons of the Controller designated by him/her to serve such process.
§105-19. Reference to tax.
Wherever reference is made in placards or advertisements or in any other publications to this tax, such reference shall be substantially in the following form: "Tax on occupancy of hotel rooms," except that in any bill, receipt, statement or other evidence or memorandum of occupancy or rent charge issued or employed by the operator, the term "City tax" will suffice.

§105-20. Penalties for offenses; interest.
A. Any person failing to file a return or to pay or pay over any tax to the Controller within the time required by this chapter shall be subject to a penalty of 5% of the amount of tax due per month or any fraction of a month to a maximum of 25% for each year; plus interest at the rate of 1% of such tax for each month of delay or fraction of a month after such return was required to be filed or such tax became due; but the Controller, if satisfied that the delay was excusable, may remit all or any part of such penalty; but not interest. Such net penalties and interest shall be paid and disposed of in the same manner as other revenues from this chapter. Unpaid penalties and interest may be enforced in the same manner as the tax imposed by this chapter.

B. Any operator or occupant and any officer of an operator or occupant failing to file a return required by this chapter, or file or causing to be filed or making or causing to be made or giving or causing to be given any return, certificate, affidavit, representation, information, testimony or statement required or authorized by this chapter which is willfully false, and any operator and any officer of a corporate operator willfully failing to file a bond required to be filed pursuant to §105-11 of this chapter or failing to file a registration certificate and such data in connection therewith as the Controller may by regulation or otherwise require to display or surrender the certificate of authority as required by this chapter or assigning or transferring such certificate of authority; and any operator or any officer of a corporate operator willfully failing to charge separately from the rent the tax herein imposed or willfully failing to state such tax separately on any evidence of occupancy and on any bill or statement or receipt of rent issue or employed by the operator or willfully failing or refusing to collect such tax from the occupant, any operator or any officer of a corporate operator who shall refer or cause reference to be made to this tax in a form or manner other than that required by this chapter, and any such person or operator failing to keep records required by this chapter, shall, in addition to the penalties herein or elsewhere prescribed, be guilty of a misdemeanor, punishable by a fine of up to $1,000, imprisonment for not more than one year, or both such fine and imprisonment. Officers of a corporate operator shall be personally liable for the tax collected or required to be collected by such corporation under this chapter and penalties and interest thereon and subject to the fine and imprisonment herein authorized.

C. The certificate of the Controller to the effect that a tax has not been paid, that a return, bond or registration certificate has not been filed or that information has
§105-21. Returns to be confidential; preservation of returns; penalties.
A. Except in accordance with proper judicial order or as otherwise provided by law, it shall be unlawful for the Controller or employee or designee of the Controller to divulge or make known in any manner the rents or other information relating to the business of a taxpayer contained in any return required under this chapter. The officers charged with the custody of such returns shall not be required to produce any of them or evidence of anything contained in them in any action or proceeding in any court, except on behalf of the Controller in an action or proceeding under the provisions of this chapter or on behalf of any party to any action or proceeding under the provisions of this chapter when the returns or facts shown thereby are directly involved in such action or proceeding, in either of which events the court may require the production of, and may admit in evidence, so much of said returns or of the facts shown thereby as are pertinent to the action or proceeding and no more. Nothing herein shall be construed to prohibit the delivery to a taxpayer or his/her duly authorized representative of a certified copy of any return filed in connection with his/her tax nor to prohibit the publication of statistics so classified to prevent the identification of particular returns and items thereof or the inspection by the City Attorney or other legal representatives of the City or by the District Attorney of any county of the return of any taxpayer who shall bring action to set aside or review the tax based thereon, or against whom an action or proceeding has been instituted for the collection of a tax or penalty. Returns shall be preserved for three years and thereafter until the Controller permits them to be destroyed.
B. Any violation of Subsection A of this section shall be punishable by a fine not exceeding $1,000 or by imprisonment not exceeding one year, or both, in the discretion of the court, and if the offender be an officer or employee of the City, he/she may be, at the discretion of the Mayor or Common Council in accordance with the provisions of the City Charter and Code dismissed from office and be incapable of holding any further City office as may be determined according to law.

§105-22. Notices and limitations of time.
A. Any notice authorized or required under the provisions of this chapter may be given to the person to whom it is intended in a postpaid envelope addressed to such person at the address given in the last return filed by him/her pursuant to the provisions of this chapter or in any application made by him/her or, if no return has been filed or application made, then to such address as may be obtainable. The mailing of such notice shall be presumptive evidence of the receipt of the same by the person to whom addressed. Any period of time which is determined according to the provisions of this chapter by the giving of notice shall commence five days after the date of mailing of such notice.
B. The provisions of the Civil Practice Law and Rules or any other law relative to limitations of time for the enforcement of a civil remedy shall not apply to any proceeding or action taken by the City to levy, appraise, assess, determine or
enforce the collection of any tax or penalty provided by this chapter. However, except in the case of a willfully false, fraudulent return with intent to evade the tax, no assessment of additional tax shall be made after the expiration of more than three years from the date of filing of a return; provided, however, that, in the case of a return which should have been filed and has not been filed as provided by law, the tax may be assessed at any time.

C. Where, before expiration of the period prescribed herein for the assessment of an additional tax, a taxpayer has consented, in writing, that such period be extended, the amount of such additional tax due may be determined at any time within such extended period. The period so extended may be further extended by subsequent consents, in writing, made before the expiration of the extended period.

§105-23. Severability.
If any provision of this chapter, or the application thereof to any person or circumstance, is held invalid, the remainder of this chapter, and the application of such provision to other persons or circumstances, shall not be affected thereby.

§105-24. Expiration.
Pursuant to the requirements of enabling legislation, this local law shall be in effect for three years from the effective date of its enactment. Upon expiration of this local law, another local law may be enacted to take its place.

Section 3. Severability Clause.
Severability is intended throughout and within the provisions of this Local Law. If any section, subsection, sentence, clause, phrase, or portion of this Local Law is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Local Law.

Section 4. Effective Date.
This Local Law shall take effect upon filing in the office of the Secretary of State, and pursuant to the requirements of enabling legislation, this local law shall be in effect for three years from the effective date of its enactment. Upon expiration of this local law, another local law may be enacted to take its place.

A Roll Call vote resulted as follows:

Alderperson Brock - Aye
Alderperson Nguyen - Aye
Alderperson Gearhart - Aye
Alderperson Smith - Aye
Alderperson Mohlenhoff - Aye
Alderperson McGonigal - Aye
Alderperson Murtagh - Aye
Alderperson Fleming - Nay
Alderperson Kerslick - Aye
Alderperson Lewis - Aye

Carried (9-1)
I, Julie Conley Holcomb, City Clerk of the City of Ithaca, do hereby certify that the foregoing Local Law is a true and exact copy of a Local Law duly adopted by the Common Council of said City of Ithaca at a regular meeting held on the 3rd day of February, 2021, and that the same is a complete copy of the whole of such Local Law.

IN WITNESS WHEREOF, I have hereunto set my hand and the Corporate Seal of the City of Ithaca, this 10th day of February 2021.

Julie Conley Holcomb,
City Clerk
City of Ithaca, New York
5.3 Disposition & Development

West and Center Sections of Green Street Garage Mixed-Use Urban Renewal Project

By Alderperson Murtagh: Seconded by Alderperson Smith

WHEREAS, on October 4, 2017, the City of Ithaca Common Council authorized transfer of the Green Street Parking Garage property located at 120 E. Green Street (tax parcel #70.-4-5.2) to the IURA, via an option agreement, for the purpose of structuring a proposed property sale and development agreement with a preferred developer to undertake an urban renewal project subject to approval by the Common Council, and

WHEREAS, the Common Council further directed the IURA to seek out the following programmatic elements to be included in the project:

- A conference center;
- Housing units specifically designed to appeal to a diverse demographic, including a substantial number of units to be affordable to low and/or middle income households;
- Street level active uses along Green Street;
- Retention of the Cinemapolis movie theatre and a public walkway between Green Street and the Commons;
- At least 450 parking spaces open to the public, of which at least 90 will be available for short-term parking; and

WHEREAS, on November 22, 2017, the IURA issued a Request For Proposals to developers to undertake the urban renewal project, and

WHEREAS, on December 13, 2018, the IURA designated Vecino Group New York, LLC as a qualified and eligible sponsor, pursuant to Section 507 of General Municipal Law, to acquire the west and center sections of the Green Street garage (part of tax parcel #70.-4-5.2) located at 120 E. Green Street, Ithaca, NY for the purpose of undertaking an urban renewal project, and

WHEREAS, on August 29, 2019, the IURA conditionally approved a Disposition and Development Agreement (DDA) with the Vecino Group New York, LLC (Developer) for the urban renewal project, subject to environmental review and Common Council approval, and

WHEREAS, in response to concerns expressed by the City of Ithaca Planning and Development Board and an adjacent property owner, the project was revised to increase separation distances between neighboring residential towers resulting in a decrease of 36 housing units, which has subsequently received site plan approval, and

WHEREAS, on September 22, 2020, the City of Ithaca Planning & Development Board, acting as Lead Agency, determined that the Project will result in no significant adverse impacts on the environment, and
WHEREAS, a change in the number of housing units in the project, and other clarifications, requires an amendment to the DDA, and

WHEREAS, on November 23, 2020, the IURA conditionally approved a revised DDA, dated November 5, 2020, subject to Common Council approval, for a redevelopment project including the following components:

- at least 181 housing units affordable to households earning between 40%-80% of Area Median Income (AMI);
- Approximately 356 new and refurbished public parking spaces located in the center section of the garage;
- A 49,000 sq. ft. conference center with street-level active use
- 2,000 sq. ft. of DPW lease space for the City of Ithaca Department of Public Works;
- retention of the Cinemapolis movie theater; and,
- Retention and improvement of the public pedestrian connection between E. Green Street and The Commons.

WHEREAS, the DDA governs the terms and conditions for conveyance of project site and implementation of the approved urban renewal project, and includes a project term sheet and schedule of performance milestones, and

WHEREAS, under §507 of Article 15 of General Municipal Law, the IURA is authorized to sell real property to a “qualified and eligible sponsor” subject to Common Council approval following a public hearing, and

WHEREAS, a public hearing notice was published in the January 8, 2021 edition of the Ithaca Journal disclosing the essential terms of the proposed sale and a public hearing was held on January 20, 2021, and

RESOLVED, that the City of Ithaca Common Council hereby approves the IURA-proposed Disposition and Development Agreement (DDA) with Vecino Group New York, LLC for the west and center sections of the Green Street Garage Mixed-Use Urban Renewal project site, dated November 5, 2020, with an amendment to require the project to employ local labor for a minimum of 30% of onsite work, and be it further

RESOLVED, that the local labor requirement shall apply to the housing, conference center and parking facility projects as a single combined project, and compliance shall be based on construction labor reporting submitted to the Tompkins County Industrial Development Agency, and be it further

RESOLVED, that certain exemptions may be granted by the IURA from this requirement based on the following scenarios:

- In the event that there are no bids or no competitive bids from local contractors for portions of work the hours associated with those portions of work shall be removed from the 30% calculation.
• The Conference Center and Affordable Housing project funding sources already include requirements for MBE/WBE/SDV Participation levels that must be satisfied. These funding requirements may cause the selection of non-local contractors. The hours associated with those portions work shall be removed from the 30% calculation.

RESOLVED, that the net proceeds from sale of real property shall be paid to the City.

Ayes (8) McGonigal, Nguyen, Murtagh, Gearhart, Smith, Kerslick, Mohlenhoff, Lewis
Nays (2) Brock, Fleming

Carried (8-2)

STATE OF NEW YORK
COUNTY OF TOMPKINS SS:
CITY OF ITHACA

I, Julie Conley Holcomb, City Clerk of the City of Ithaca, do hereby certify that the foregoing resolution is a true and exact copy of a resolution duly adopted by the Common Council of said City of Ithaca at a regular meeting held on the 3rd day of February, 2021, and that the same is a complete copy of the whole of such resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the Corporate Seal of the City of Ithaca, this 10th day of February 2021.

Julie Conley Holcomb,
City Clerk
City of Ithaca, New York
ORDINANCE __-2022

An Ordinance Amending Chapters 178 and 210 of the City of Ithaca Municipal Code

WHEREAS the City has an interest in enforcing the City Code as it applies to property owners, including owners of rental properties; and

WHEREAS it is desirable for both the City and for property owners to have an efficient method for receiving notice of relevant information from the City; now therefore

BE IT ORDAINED AND ENACTED by the Common Council of the City of Ithaca as follows:

Section 1. Legislative findings, intent, and purpose.
The Common Council makes the following findings:

1. Historically, some property owners have not sufficiently received from the City notice of Code violations associated with their property due to ambiguities in the process for providing such notice.

2. The Council desires to establish a simple and streamlined approach for such notice.

Based upon the above findings, the intent and purpose of this ordinance is to amend the City Code to enable service of notice of code violations associated with a property by first class mail to the property owner or their agent.

Section 2. Chapter 210 of the City Code, §210-81(c) opening paragraph only, is hereby amended as follows:

C. Delegation of responsibilities to local agent. Property owners who do not reside in Tompkins County or one of its contiguous counties must file an agency agreement with the City Building Department designating the property owner or an agent to be responsible for all of the responsibilities outlined in this chapter, and all other chapters of this code related to housing code, building codes, property maintenance and zoning, and to accept service of process by first class mail on behalf of the property owner. Property owners residing within Tompkins County or one of its contiguous counties may delegate the responsibilities outlined in this chapter to an agent so long as, at the time of any violation of this subsection, an agency agreement is on file in the City Building Department. The property owner and agent shall both be liable for violations of this chapter, and the City may bring an enforcement action against either the property owner or agent, or both. If a property owner who does not reside in Tompkins County or one of its contiguous counties fails to file an agency agreement with the Building Department within 60 days of the effective date of this law, then the City Clerk shall be deemed to be the owner’s agent for the limited purpose of accepting service of process on behalf of the owner. All agency agreements shall be in the form specified by the City Building Department and shall contain, at a minimum, the following information:

...  

Section 3. Chapter 178 of the City Code, §178-10(B), is hereby amended to insert at the very end thereof:
Service by first class mail of an appearance ticket to the property owner at the property address or other address indicated by the owner, or if an agent has been designated pursuant to §210-81 to that agent, shall be deemed complete.

Section 4. Severability Clause.
Severability is intended throughout and within the provisions of this Ordinance. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date.
This ordinance shall take effect immediately and in accordance with law upon publication of notices as provided in the Ithaca City Charter.
PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE:
5.1 2022 Annual Common Council Concurrence that the City of Ithaca Planning and Development Board be Lead Agency in Environmental Review for Site Plan Review Projects for which the Common Council is an Involved Agency Resolution

WHEREAS: 6 NYCRR Part 617 of the State Environmental Quality Review Law and Chapter 176.6 of the City Code, Environmental Quality Review, require that a lead agency be established for conducting environmental review of projects in accordance with local and state environmental law, and

WHEREAS, State Law specifies that, for actions governed by local environmental review, the lead agency shall be that local agency which has primary responsibility for approving and funding or carrying out the action, and

WHEREAS, State Law also specifies that when an agency proposes to directly undertake, fund or approve a Type I or Unlisted Action undergoing coordinated review with other involved agencies, it must notify them that a lead agency must be agreed upon within 30 calendar days of the date that the Environmental Assessment Form (EAF) or draft EIS was transmitted to them, and

WHEREAS, Projects submitted to the Planning Board for Site Plan Review and Approval, at times involve approvals or funding from Common Council, making Council an involved agency in environmental review, and

WHEREAS, in accordance with the State Environmental Quality Review Law and the City of Ithaca Environmental Quality Review Ordinance, involved agencies are provided with project information and environmental forms for their review, as well as all environmental determinations, and

WHEREAS, Common Council did consent to the Planning & Development Board acting as Lead Agency in environmental review for site plan review projects for which Common Council has been identified as an Involved Agency since 2015, and

WHEREAS, in order to avoid delays in establishing a Lead Agency and to make the environmental review process more efficient, it is desirous to continue the agreement in which the Planning Board will assume Lead Agency status for such projects; therefore be it

RESOLVED, that Common Council does hereby consent to the Planning & Development Board acting as Lead Agency in environmental review for site plan review projects for which Common Council has been identified as an Involved Agency through December 31, 2022; and, be it further

RESOLVED, that for any future project Common Council may withhold or withdraw its consent should it so desire.
To: Common Council

From: Lisa Nicholas, Acting Director of Planning & Development

Date: January 7, 2022

Re: 2022 Annual Council Concurrence that the Planning Board be Lead Agency in Environmental Review for Site Plan Review Projects for which the Common Council is an Involved Agency

Annually, Common Council passes a resolution concurring that the Planning Board will be Lead Agency in environmental review for site plan review projects for which the Common Council is an involved agency. Examples of such projects include the Chainworks District Project, Carpenter Circle and 320 W Buffalo (the Immaculate Conception Site), and in 2022 or 23, Development on Inlet Island. As per the previously adopted resolutions, this arrangement ends on December 31 of each year and must be renewed annually. Please find enclosed a proposed resolution which extends this arrangement to December 31, 2022.

The purpose of this arrangement is to make the environmental review process more efficient while, at the same time, keeping Council informed of its potential role in the environmental review of site plan projects. Environmental forms and project information would continue to be forwarded directly to Council members without the need to coordinate with a monthly meeting schedule. This prevents the difficulty of the 30-day deadline to establish Lead Agency but preserves Council ability to not concur should that be the preferred course of action for any future project. As an involved agency, Council could, if desired, provide input to the Lead Agency. All comments from involved agencies are addressed during the environmental review.

The Planning Board also has this arrangement with the Board of Zoning Appeals.

If you have any questions, please contact me at 274-6557
MAYOR’S APPOINTMENTS

6.1 Appointments to the Planning and Development Board

RESOLVED, That Daniel Correa be appointed to the Planning and Development Board with a term to expire December 31, 2023

RESOLVED, That McKenzie Lauren Jones be appointed to the Planning and Development Board as an Alternate member with a term to expire December 31, 2022, and be it further

Reappointments to the Community Police Board

RESOLVED, That Shirley Kane be reappointed to the Community Police Board with a term to expire December 31, 2024, and be it further

RESOLVED, That Richard Onyejuruwa be reappointed to the Community Police Board with a term to expire December 31, 2024, and be it further

RESOLVED, That Shari Korthuis be reappointed to the Community Police Board with a term to expire December 31, 2024.