A Regular meeting of the Common Council will be held on Wednesday, March 4, 2020, at 6:00 p.m. in the Common Council Chambers at City Hall, 108 East Green Street, Ithaca, New York. Your attendance is requested.

AGENDA

1. PLEDGE OF ALLEGIANCE:

2. ADDITIONS TO OR DELETIONS FROM THE AGENDA:

3. PROCLAMATIONS/AWARDS:

4. SPECIAL ORDER OF BUSINESS:

5. SPECIAL PRESENTATIONS BEFORE COUNCIL:
   5.1 Reports of Municipal Officials

6. PETITIONS AND HEARINGS OF PERSONS BEFORE COUNCIL:

7. PRIVILEGE OF THE FLOOR – COMMON COUNCIL AND THE MAYOR:

8. CONSENT AGENDA ITEMS:
   8.1 Superintendent of Public Works:
       A. Viva Taqueria & Cantina Alcohol Permit Request - Resolution
       B. Woody’s Ladybugs, LLC – d/b/a Red’s Place Restaurant Alcohol Permit Request - Resolution
   
   City Administration Committee:
   8.2 Request to Release Funds from the 2020 Authorized Contingency Funds for the Tompkins Center for History and Culture - Resolution
   8.3 Controller – Amend 2019 Budget Judgements and Claims - Resolution
   8.4 Department of Public Works (DPW) – Amend 2019 Authorized Budget for Grant - Resolution
   8.5 Youth Bureau - Request for Additional Funds for Capital Project - Skylight Sealing Project - Resolution
   8.6 Department of Public Works (DPW)/Ithaca Area Waste Water Treatment Facility (IAWWTF) – Engineering Planning Grant Determination of SEQR for Award Allocations - Resolution
   8.7 Department of Public Works (DPW Ithaca Area Waste Water Treatment Facility (IAWWTF) – Authorization and Project Costs for Award Allocations of Engineering Planning Grant (EPG) Program - Resolution
9. **CITY ADMINISTRATION COMMITTEE:**
9.1 Department of Public Works (DPW) – Establish Capital Project for South Albany Street Bridge Project - Resolution
9.2 Establishment of a Reserve Fund for Maintenance on the Primary and Secondary Commons - Resolution
9.3 An Ordinance to Amend Chapter 317 of the City of Ithaca Municipal Code entitled “Vehicles, Removal of”
9.4 City Attorney - Permit Pursuant to Chapter 346 of the City of Ithaca Municipal Code Entitled “Vehicles and Traffic” Section 346-31 Authorizing FlixBus, Inc. to Use East Green Street as an Intercity Bus Pickup and Drop-Off Area - Resolution
9.5 Revision to Acting Department Head and Department Head Salaries Upon Promotion - Resolution
9.6 City Controller’s Report

10. **PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE:**
10.1 An Ordinance for a Contingent Purchase Agreement – East Section of Green Street Urban Renewal Project Site

11. **REPORTS OF SPECIAL COMMITTEES:**

12. **NEW BUSINESS:**

13. **INDIVIDUAL MEMBER – FILED RESOLUTIONS:**
13.1 Mayor Myrick - Department of Planning and Development - Amendment to Personnel Roster Resolution

14. **MAYOR’S APPOINTMENTS:**
14.1 Reappointments to Community Police Board – Resolution

15. **REPORTS OF COMMON COUNCIL LIAISONS:**

16. **REPORT OF CITY CLERK:**

17. **REPORT OF CITY ATTORNEY:**

18. **MINUTES FROM PREVIOUS MEETINGS:**
18.1 Approval of the January 8, 2020 Common Council Meeting Minutes – Resolution
18.2 Approval of the February 5, 2020 Common Council Meeting Minutes – Resolution
19. ADJOURNMENT:

If you have a disability that will require special arrangements to be made in order for you to fully participate in the meeting, please contact the City Clerk at 274-6570 at least 48 hours before the meeting.

Out of consideration for the health of other individuals, please refrain from using perfume/cologne and other scented personal care products at City of Ithaca meetings. Thank you for your cooperation and understanding.

“This meeting can viewed via livestream on https://ithacany.viebit.com/”

______________________________
Julie Conley Holcomb, CMC
City Clerk

Date: February 28, 2020
CONSENT AGENDA ITEMS:
Superintendent of Public Works:

8.1 A. Viva Taqueria & Cantina Alcohol Permit Request - Resolution
WHEREAS, since 1998 the City of Ithaca has issued a license to the Viva Taqueria & Cantina Restaurant allowing them to utilize certain areas along North Aurora Street for outdoor dining; and

WHEREAS, this use of public property has been deemed proper and successful; and

WHEREAS, the City of Ithaca wishes to promote diverse uses of the Primary and Secondary Commons, including outdoor dining; and

WHEREAS, it is Common Council's responsibility to determine whether or not to allow the serving and consumption of alcohol on the Primary and Secondary Commons; and

WHEREAS, Common Council has determined that the use of this public property for outdoor dining at the Viva Taqueria & Cantina Restaurant, including the responsible sale and consumption of alcohol, is desirable; and

WHEREAS, Common Council has determined that any use of this or similar public property involving the same and consumption of alcohol should be covered by a minimum of $1,000,000 insurance under the Dram Shop Act; now, therefore be it

RESOLVED, For the year 2020, Common Council hereby approves a revocable Alcoholic Beverage Permit for the outdoor sale and consumption of alcohol for the Viva Taqueria & Cantina Restaurant that includes the sale of alcohol in accord with the terms and conditions as set forth in application therefore, including minimum Dram Shop coverage in the amount of $1,000,000 and the approval of an outdoor dining permit.
8.1 B. **Woody’s Ladybugs, LLC – d/b/a Red’s Place Restaurant Alcohol Permit Request - Resolution**

WHEREAS, Woody’s Ladybugs, LLC – d/b/a Red’s Place Restaurant has requested permission to utilize certain areas along Aurora Street for outdoor dining; and

WHEREAS, this use of public property has been deemed proper and successful; and

WHEREAS, the City of Ithaca wishes to promote diverse uses of the Primary and Secondary Commons, including outdoor dining; and

WHEREAS, it is Common Council’s responsibility to determine whether or not to allow the serving and consumption of alcohol on the Primary and Secondary Commons; and

WHEREAS, Common Council has determined that the use of this public property for outdoor dining at Woody’s Ladybugs, LLC – d/b/a Red’s Place Restaurant, including the responsible sale and consumption of alcohol, is desirable; and

WHEREAS, Common Council has determined that any use of this or similar public property involving the same and consumption of alcohol should be covered by a minimum of $1,000,000 insurance under the Dram Shop Act; now, therefore be it

**RESOLVED**, For the year 2020, Common Council hereby approves a revocable Alcoholic Beverage Permit for the outdoor sale and consumption of alcohol for Woody’s Ladybugs, LLC – d/b/a Red’s Place Restaurant that includes the sale of alcohol in accord with the terms and conditions set forth in application therefore, including minimum Dram Shop coverage in the amount of $1,000,000 and the approval of an outdoor dining permit.
CONSENT AGENDA ITEMS – CONTINUED
City Administration Committee
8.2 Request to Release Funds from the 2020 Authorized Contingency Funds for the Tompkins Center for History and Culture - Resolution
WHEREAS, the Tompkins Center for History and Culture (TCHC) has requested financial support from the City toward their Capital campaign for the Ithaca Heritage Center on the Ithaca Commons; and

WHEREAS, as part of the 2020 Authorized City of Ithaca Budget, $10,000 was placed in Restricted Contingency for the purpose of financial support to said TCHC Capital Campaign; now, therefore be it

RESOLVED, That Common Council hereby authorizes and directs the City Controller to make the following appropriation to the 2020 Authorized Budget:

Decrease: Appropriation Account A1990 Restricted Contingency $10,000

Increase: Appropriation Account A1210-5435 Mayor Contract $10,000 for the purpose of transferring funds to the Tompkins Center for History and Culture Capital Campaign
8.3 **Controller – Amend 2019 Budget Judgements and Claims - Resolution**

WHEREAS, during 2019, the City experienced an increase in expenses related to litigation; and

WHEREAS, during 2019, the City collected higher than budgeted revenue for sales tax now; therefore be it

RESOLVED, That Common Council hereby amends the 2019 authorized Budget to account for the increase in litigation expenses as follows:

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8.4 **Department of Public Works (DPW) – Amend 2019 Authorized Budget for Grant - Resolution**

WHEREAS, the Ithaca Area Wastewater Treatment Facility (IAWWTF) received a $9,000 grant from Ithaca College through the Park Foundation in 2019 to purchase lab equipment for the Wastewater Treatment lab to assist with research related to microplastics in Cayuga Lake; and

WHEREAS, the lab equipment would include a monitor, microscope camera and microscope; now, therefore be it

**RESOLVED,** That Common Council hereby amends the 2019 Authorized IAWWTF budget for the Park Foundation Grant as follows:

Increase Revenue Account:
- J8150-2705 Gift & Donations $9,000

Increase Appropriations Account:
- J8150-5496 Lab Supplies $9,000
8.5 Youth Bureau - Request for Additional Funds for Capital Project - Skylight Sealing Project - Resolution

WHEREAS, in 2019 the Youth Bureau was approved for a capital project in the amount of $58,700 to have the skylights sealed; and

WHEREAS, sealing the skylights utilizing a liquid applied reinforced waterproofing system, with a warranty of 20 years, is a comparatively cost effective measure and provides a long term solution that is more affordable than other potential solutions that were considered; and

WHEREAS, initial bids were received and were over budget, and the project was rebid; and

WHEREAS, the current low bid of $74,250 is significantly more than the budgeted amount; and

WHEREAS, the Youth Bureau continues to experience leaks during rainstorms and ice melts due to the failing skylights joints, and in order to undertake the project, additional funding of $26,000 is required; and

WHEREAS, the additional money provides a 5% contingency for changes, covers the financing costs and the charges for construction administration (approval of designs); and

WHEREAS, the current balance in the Unrestricted Contingency Account is $110,000; now, therefore be it

RESOLVED, That Common Council approves a transfer in an amount not to exceed $26,000 from the Unrestricted Contingency Account to Capital Project #859 Youth Bureau Sky Light Improvement for the purpose of funding said improvements.
To: City Administration  
From: Liz Klohmann, Director  
Re: Youth Bureau Skylight Sealing Capital Project  
Date: February 4, 2020  

In 2019 the Youth Bureau was approved for a capital project in the amount of $58,700 to have the skylights sealed. Previous efforts to seal the skylights have been costly and have failed within 5 years. Sealing the skylights utilizing a liquid applied reinforced waterproofing system with a warranty of 20 years is a comparatively cost effective measure and provides a longtime solution that is more affordable than other potential solutions that were considered. The project was put out for bid in the fall of 2019 and all bids came in well over the cost projections and the resulting Capital Project budget. The project was rebid and while significantly lower than the fall 2019 bid still surpasses the approved amount. The current low bid is $74,250.

The Youth Bureau continues to experience leaks during rain storms and ice melts due to the failing skylights joints. The design of the skylights relies solely on the caulk between panels to make them weather tight. The most recent caulk installation has failed in countless locations and will continue to deteriorate. In order to complete the project we are requesting an additional $26,000 from the contingency fund to be added to the YB Skylight Capital Project so the work can be completed in 2020. The additional money provides a 5% contingency for changes, covers the financing costs and the charges for construction administration (approval of designs). We have worked closely with the City Engineering Department on each step of this process and they will oversee completion of the project when awarded.
WHEREAS, the City of Ithaca submitted and was awarded a $30,000 Engineering Planning Grant (EPG) under the Consolidated Funding Application (CFA) process, for an Inflow & Infiltration Study (I/I Study); and

WHEREAS, the New York State Department of Environmental Conservation and the New York State Environmental Facilities Corporation offer competitive statewide reimbursement grant programs for local governments, administered through the New York Clean Water State Revolving Fund; and

WHEREAS, the City of Ithaca Common Council, accepts the EPG program grant award for the I/I Study; and

WHEREAS, Title 6 of the New York Code of Rules and Regulations (6 NYCRR), Section 617.5 under the State Environmental Quality Review Act (SEQR) provides that certain actions identified in subdivision (c) of that section are not subject to environmental review under the Environmental Conservation Law; now, therefore be it

RESOLVED, That the City of Ithaca Common Council hereby determines that the proposed I/I Study is a Type II action in accordance with 6 NYCRR Section 617.5(c) (24) and (27) which constitutes “information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted Action; conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action” and is therefore not subject to further review under 6 NYCRR Part 617.
WHEREAS, the Ithaca Wastewater Treatment Facility (IAWWTF) receives sanitary sewer flow through a series of piped networks comprised of materials and construction that are of varying age, condition, and integrity; and

WHEREAS, defective pipe and component joints, cracks, and inappropriate connections can promote the intrusion of undesirable dilution flow from sources including groundwater and surface runoff, which is known as inflow and infiltration (I/I); and

WHEREAS, I/I is the cause of many problematic conditions at the IAWWTF and within collection systems including increases in chemical usage, increases in pumping costs, decreases in plant and system capacity, biological treatment upsets, surcharge conditions, and unnecessary repairs; and

WHEREAS, the City of Ithaca submitted, and was awarded, an Engineering Planning Grant (EPG) under the Consolidated Funding Application (CFA) process, to conduct an Inflow and Infiltration Study (I/I Study) which will help identify those areas within the piped network which produce problematic I/I and make recommendations for improvements; and

WHEREAS, the New York State Department of Environmental Conservation and the New York State Environmental Facilities Corporation offer competitive statewide reimbursement grant programs for local governments, administered through the New York Clean Water State Revolving Fund; and

WHEREAS, the City of Ithaca Common Council, accepts the EPG program grant award for an I/I Study; now, therefore be it

RESOLVED, That The City of Ithaca is authorized to execute a Grant Agreement with the NYS Environmental Facilities Corporation and any and all other contracts, documents and instruments necessary to bring about the project and to fulfill the City of Ithaca’s obligations under the Grant Agreement; and, be it further

RESOLVED, That MRB Group will act as the project contact; and, be it further,

RESOLVED, That the City of Ithaca authorizes and appropriates a minimum 20% local match as required by the Engineering Planning Grant Program for the City of Ithaca I/I Study. Under the EPG program, this local match must be at least 20% of the EPG grant award of $30,000. The source of the local match, and any amount in excess of the required match, shall be provided through the IAWWTF Capital Project 414J. The maximum local match shall not exceed $6,000 based upon a total estimated maximum project cost of $30,000.
CITY ADMINISTRATION COMMITTEE:

9.1 Department of Public Works (DPW) – Establish Capital Project for South Albany Street Bridge Project - Resolution

WHEREAS, a project for the rehabilitation of the South Albany Street Bridge over Six Mile Creek, P.I.N. 375668 (“the Project”) is eligible for funding under Title 23 U.S. Code as administered by the Federal Highway Administration (FHWA), as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-Federal funds; and

WHEREAS, the City of Ithaca desires to advance the Project by making a commitment of 100% of the non-Federal share of the costs of Scoping and Preliminary Design; and

WHEREAS, this project constitutes a reconstruction of facility in-kind on the same site as well as maintenance or repair involving no substantial change in an existing facility, and is therefore a Type II action under the National Environmental Policy Act (NEPA) Regulation and in accordance with 6 NYCRR Part 617 requiring no environmental review; and

WHEREAS, on October 11, 2019, $155,000 (80% Federal and 20% Local Share) project funding for the project was made available by the New York State Department of Transportation to cover the cost of participation in Scoping and Preliminary Design; now, therefore be it

RESOLVED, That the Common Council hereby authorizes the City of Ithaca to pay in the first instance 100% of the Federal and non-Federal share of the cost of Scoping and Preliminary Design thereof; and, be it further

RESOLVED, That the sum of $155,000 is hereby appropriated from Capital Project #879 and made available to cover the cost of participation in the above phases of the project; and, be it further

RESOLVED, That in the event the full Federal and non-Federal share costs of the project exceeds the amount appropriated above, Common Council of the City of Ithaca shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the NYSDOT thereof; and, be it further

RESOLVED, That funds needed for said project shall be derived from the issuance of Serial Bonds with the City’s estimated share of the project cost not to exceed 20% or $31,000; and, be it further

RESOLVED, That the Mayor of the City of Ithaca of the County of Tompkins be and is hereby authorized to sign all necessary Agreements with New York State Department of Transportation to secure Federal Aid and Marchiselli Aid on behalf of the City of Ithaca and the Superintendent of Public Works is authorized to sign all necessary construction documents, contracts, certifications and reimbursement requests; and, be it further
RESOLVED, That the Superintendent of Public Works be and is hereby authorized to administer the above project; and, be it further

RESOLVED, That a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and, be it further

RESOLVED, That this Resolution shall take effect immediately.
MEMORANDUM

TO: City Administration Committee
FROM: Addisu Gebre, Bridge Systems Engineer
DATE: January 28, 2020
RE: South Albany Street Bridge Project

Please find attached a resolution seeking Common Council authorization to pay in the first instance 100% of the Federal and non-Federal share of the project cost.

On October 9, 2019, $155,000 in federal funding for the project was made available by the New York State Department of Transportation to cover the cost of participation in Scoping and Preliminary Design. The City of Ithaca will be reimbursed for 80% of eligible project cost up to $124,000, and any additional cost after that up to the total authorization will be the City’s responsibility.

I have attached a copy of the South Albany St. Bridge Project funding details on the 2020-2024 Transportation Improvement Program (TIP) that was approved by Ithaca-Tompkins County Transportation Council-Policy Committee.

The project will include replacing or rehabilitating the existing bridge to eliminate the bridge structural deficiencies and reconstruct the immediate approaches. Construction is scheduled for 2022 spring and a public information meeting will be scheduled later this year.

If you have any questions, please call me @ 607-274-6530 or email me agebre@cityofithaca.org

cc: Tim Logue, Director of Engineering Services

“An Equal Opportunity Employer with a commitment to workforce diversification.”
**TIP date**: 2019  
**PIN**: 375668  
**BIN**: 2210420  

**Project Name**: South Albany St. Bridge over Six Mile Creek  
**Sponsor**: City of Ithaca  
**Description**: Replace/Rehabilitate South Albany St. Bridge over Six Mile Creek and reconstruction of approaches. BIN 2210420. City of Ithaca, Tompkins CO.

**Fund Source**: NHPP

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**Total**: $0   | $155,000 | $210,000 | $1,735,000 | $0   | $0   | $2,100,000

Federal Funding: $0   | $124,000 | $166,000 | $1,368,000 | $0   | $0   | $1,680,000

State Funding: $0   | $0   | $0   | $0   | $0   | $0   | $0

Local Funding: $0   | $31,000 | $42,000 | $347,000 | $0   | $0   | $420,000

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**ITHACA-TOMPKINS COUNTY TRANSPORTATION COUNCIL**  
**2020-2024 TRANSPORTATION IMPROVEMENT PROGRAM**
9.2 Establishment of a Reserve Fund for Maintenance on the Primary and Secondary Commons - Resolution

WHEREAS, in closing out the Commons Repair and Upgrade project, City staff have been in active discussions with the various entities who performed design, consultation, and/or construction work on the Commons project in order to resolve disputes without resorting to litigation; and

WHEREAS, as a product of these discussions, Sasaki Associates, Inc. the City’s consultant providing architecture and design services, has agreed to pay the City $250,000 in settlement of all claims; and

WHEREAS, the Commons continues to be a central feature of the City’s downtown, and staff have found that often Commons maintenance issues arise requiring quick attention and are outside the regular operational and anticipated Commons budget; and

WHEREAS, staff wish to reserve funding for maintenance issues that would preserve the functionality of the Commons and are not otherwise budgeted for on an annual basis, with examples of these currently non-budgeted maintenance items and improvements including but not limited to the following:

- installation of bank alley electrical timers;
- replacement of GFI;
- additional murals in garages in order to prevent additional graffiti;
- purchase and installation of additional security cameras;
- replacement of broken glass panels;
- removal/replacement of kiosks;
- replacement of boards on benches;
- restoration issues related to major events not otherwise attributable to the event;
- installation of Wi-Fi receptacles;
- installing additional outlets;
- additional big belly trash cans;
- additional Commons bike racks;
- new signage for bus loading areas, Commons rules, and bikes;
- and other improvements related to bus accessibility

; now, therefore be it

RESOLVED, That Common Council hereby instructs the City Controller to apportion the $250,000 payment by Sasaki Associates as follows:

1. Establish a Commons Reserve Fund in the amount of $125,000 in order to complete repairs and improvements on the Primary and Secondary Commons as needed and described above, and

2. Devote the remaining $125,000 of such payment towards the City’s debt on the Commons Repair and Upgrade project, Capital Project #724, in such a manner as the City Controller deems most efficient.
BE IT ORDAINED AND ENACTED by the Common Council of the City of Ithaca as follows:

Section 1. Chapter 317 of the City of Ithaca Municipal Code is hereby amended as follows:

§317-1 Definitions.
Unless otherwise expressly provided, for the purpose of this chapter, the following words shall have the meanings herein indicated:

ABANDONED VEHICLE
A vehicle that has been left unattended and has not moved in 72 hours on any public street, highway or parking facility.

CITY
The geographical area of the City of Ithaca.

FOR HIRE
Includes any incident where a fee, charge or other consideration is, directly or indirectly, imposed for towing, carrying or removing any vehicle, and shall be inclusive of repairs made on a towed vehicle for a consideration, although no charge is expressly imposed for the towing of such a vehicle.

NONCONSENSUAL TOW
The towing of a vehicle made at the request of someone other than the owner or operator of the vehicle towed.

OPERATE
Includes the control and direction of the use of a vehicle for towing from places within the City of Ithaca, for hire.

PERSON
Includes an individual, partnership, unincorporated association, corporation or other entity.

TERMINAL
Any place of business of a tow truck operator located within the County of Tompkins.

TOWING
The moving of a vehicle from public or private property by another vehicle for hire.
TOW TRUCK
A vehicle which is equipped with a crane, winch or similar device designed to raise, remove or carry a motor vehicle or the front or rear end thereof.

TOW TRUCK OPERATOR
Includes a person owning, leasing or controlling one or more tow trucks and driving, operating or causing any such vehicle to be operated upon the public highways for hire.

VEHICLE
A motor vehicle, as defined in §125 of the Vehicle and Traffic Law of the State of New York; a bus, as defined in §104 of such law; a tractor, as defined in §151-a of such law; a trailer, as defined in §156 of such law; or a truck, as defined in §158 of such law.

The City of Ithaca shall follow the provisions of the City of Ithaca Tow Service Requirements & Policy. Said policy shall be posted to the City website and filed in the City Clerk’s Office.

§317-2 Police Department tow truck list: requirements; application.
A. Every tow truck operator who wishes to be included in the Police Department's tow truck list and/or heavy vehicle tow truck list for towing ordered by the Police Department pursuant to the provisions of this chapter shall meet the following requirements:
(1) Each tow truck shall be kept fit, of good appearance and in safe condition for towing.
(2) Each tow truck shall have inscribed on the outside of each front door the trade name and business address of the tow truck operator, in letters not less than two inches in height, either painted or otherwise securely affixed to both doors in a conspicuous place.
(3) Each tow truck shall have a fire extinguisher, safety flares, tow chain, pry bars, and suitable brooms, shovels and containers for cleanup.
(4) A schedule of fees as listed in this chapter shall be posted in a conspicuous area on the premises of each tow truck operator and shall be made available upon demand to the general public. A copy of their towing fees must also be kept in the tow truck.
(5) Tow truck operators shall be responsible for removing glass or other injurious substances dropped upon the public highway by the towed vehicle.
(6) Tow truck operators shall keep a record of calls and the fees charged for any towing transaction. Said records shall be made available to the Ithaca Police Department upon request.
(7) Tow truck operators shall own, operate and maintain a bona fide terminal within Tompkins County where they will store vehicles towed from within the City of Ithaca. The terminal shall be identified by a legible, conspicuously-displayed sign. The sign shall include the name and telephone number of the tow company and be a minimum size of two feet by two feet.
(8) The terminal must be fenced, locked and lighted in a manner to ensure the safety of vehicles stored on the premises.
Tow truck operators shall allow for the properly authorized release of motor vehicles in their custody 24 hours a day, seven days a week. They may charge an extra fee for vehicles that are retrieved after their regular operating hours as set forth in § 317-14A(6) below.

Tow truck operators shall not exceed the gross combined weight rating of their tow trucks.

B. A tow truck operator who wishes to be included in the Police Department’s tow truck list(s) shall file with the Police Chief documentation showing that he/she is insured against public liability in the limits required by law, which insurance certificate shall name the City of Ithaca as an additional insured party, as well as an application upon forms to be furnished by the Police Chief, verified under oath, and stating:

1. The name and address of the tow truck operator and the address of the place from which the tow trucks are proposed to be garaged and dispatched, specifying, in the case of an unincorporated association, the name and address of each member thereof and, in the case of a corporation, of each officer and stockholder.

2. The location of any and all depots and terminals proposed to be used by the applicant.

3. Whether the operator wishes to be included on the heavy vehicle tow truck list.

4. Any other relevant information which the Police Chief may require.

C. After review of the application, and provided that the tow truck operator meets the requirements of Subsection A above, the Police Chief shall place the tow truck operator on the Ithaca Police Department’s tow truck list and/or heavy vehicle tow truck list. The Police Chief shall establish reasonable rules and regulations for the inspection of tow trucks to ensure compliance with the requirements of this section.

D. Tow truck operators on the tow truck list shall be authorized to tow motor vehicles involved in accidents or to have motor vehicles towed or impounded for violations of law by order of the Ithaca Police Department pursuant to § 317-13 below, provided, however, that in instances where time is critical, such as in cases of a snow emergency or auto accident, the officers of the Police Department reserve the right, in their discretion, to call the next operator on the tow operator list if the operator that has been called fails to respond to the scene within a twenty-minute time frame.

§ 317-3 Removal from the Ithaca Police Department towing lists.

A. The Police Chief may remove any tow truck operator from the Police Department towing lists upon a finding that the tow truck operator:

1. Violated any of the provisions of § 317-2A above.

2. Violated any of the provisions of § 317-14, pertaining to removal and storage charges.

3. Repeatedly refused calls or failed to answer calls from the Police Department for towing services.

4. Failed to cooperate with Police Dispatchers or any member of the Ithaca Police Department at the scene of any accident or a scene where a vehicle is to be impounded or towed.
B. Removal for a first violation shall be for a period of up to six months, and for a second violation for a period of up to 12 months. A third or following violation may result in permanent removal from the list.

§317-4 Application for review.
A. Any tow truck operator whose application to be added to the Ithaca Police Department’s towing lists has been denied or has been removed from the lists, may apply to the Common Council for a review of the action by the Police Chief.
(1) The application to review the Police Chief’s determination shall be in writing, signed by the tow truck operator, and shall state his/her reasons for claiming that the Police Chief’s determination was erroneous.
(2) The application for review must be filed with the Police Chief within 20 days of receipt by the tow truck operator, either by mail or in person, of notice of the Police Chief’s decision.
(3) Upon the filing of the application for review, the Common Council shall appoint an ad hoc committee, consisting of three members of the Common Council, and hold a hearing on the application.
(4) The ad hoc committee of the Common Council shall, at the hearing, review the decision of the Police Chief, and, in its discretion, may receive new or additional evidence in support of or in opposition to the determination under review.

B. The ad hoc committee of Common Council, after the hearing, may either affirm the determination of the Police Chief or direct him to add or restore the tow truck operator to the Ithaca Police Department’s tow truck list.

§317-5 Hearings.
A. The hearing by the ad hoc committee of Common Council shall be held on a date and at a place and hour designated by the committee.

B. The Police Chief shall give notice of the hearing, stating the name and address of the tow truck operator concerned, the subject matter of the hearing and the date, place and hour thereof, by mailing a copy thereof to the tow truck operator at the most recent known address of the tow truck operator, at least 10 days before such hearing.
C. The tow truck operator involved shall be entitled to be represented by legal counsel at the hearing and to present such testimony or other evidence in his own behalf as may be relevant to the subject matter of the hearing.
D. All witnesses shall be sworn and examined under oath.
E. Any tow truck operator aggrieved by a decision of the ad hoc committee of Common Council may apply to the Supreme Court of the State of New York for review under Article 78 of the Civil Practice Law and Rules.

§317-6 Authority of Police Department, Fire Department and Department of Public Works to impound and remove vehicles.
A vehicle may be removed by the Superintendent of Public Works, the Police Chief, the Fire Chief or their designated staff members Department of Public Works or by order of the Police Department in the following instances:

A. When any vehicle is found unattended on any highway or public parking lot within the City during a snowstorm, flood, fire or other public emergency which affects that portion of the public highway or public parking lot upon which said vehicle is parked or abandoned.

B. When any vehicle is found unattended on any highway, public parking lot or private property within the city where said vehicle constitutes an obstruction to traffic, a safety hazard, has been left unattended and has not moved in 72 hours, or obstructs ingress to and egress from private property.

C. When any vehicle interferes, obstructs or restricts the mobility of or blocks the path of travel of a fire department emergency vehicle in any way, or hampers any fire department operation.

D. When a designated fire lane is obstructed in any manner, including the parking or standing of vehicles, on private or public property.

E. When any vehicle deters or hinders the immediate access to fire protection equipment or fire hydrants.

F. In instances involving property appurtenant to and obviously part of a one-, two-, or three-family residence.

G. Where notice is personally given to the owner or other legally authorized person in control of the vehicle that the area in which that vehicle is parked is reserved or otherwise unavailable for unauthorized vehicles and that such unauthorized vehicles are subject to being removed at the owner's or operator's expense.

H. Where a duly authorized traffic ticket for illegal parking has been issued.

I. Where written notice setting forth the following information was posted on the windshield of the vehicle:

(1) That the vehicle is illegally parked, abandoned or in trespass, as the case may be.
(2) That, if the vehicle is not first removed, it shall be towed after four hours to a local responsible wrecker service facility which will, of necessity, result in towing and storage charges accruing to the owner or person(s) in charge of the vehicle.
(3) The time and date when the notice was posted.
G. I. Where posted signage indicating that parking is not permitted. Such signage shall meet and meeting the following requirements: The signage must be prominently placed and be maintained for 24 hours prior to the towing or removal of the vehicle from the premises. The person posting the signs shall be responsible for documenting the date, time, and location that signs are placed and shall be required to provide that information to City officials upon request.

Agencies that fail to meet this requirement will be subject to reimbursing tow fees if deemed appropriate by City officials. The removal or use of these signs without proper authority shall be considered a civil violation punishable by Section 1-1 of the City of Ithaca Municipal Code.

§317-7 Procedure for towing ordered by the Ithaca Police Department.
A. Selection of a towing company.
(1) When the services of a tow truck are required, the Police Dispatcher on duty shall notify the appropriate towing company according to the guidelines hereinafter set forth.
(a) If the vehicle to be towed is under 10,000 pounds’ gross weight (five tons), then the next towing company on the police tow truck list will be called. The Police Dispatcher will record the call in the “Police Towing” log.
(b) If the vehicle to be towed is over 10,000 pounds’ gross weight (five tons), then the next tow truck on the heavy vehicle tow truck list will be called. The Police Dispatcher will record the call in the “Heavy Vehicle Police Towing” log.
(2) A towing company may not designate another towing company to answer the call. If a towing company is not available, the next towing company on the list will be called.
(3) The location of the incident shall not determine which towing company is to be called, unless life safety is involved. In such instance, the nearest operator to the scene will be called for assistance.
(4) Requests of vehicle owner.
(a) On request of the owner of the vehicle requiring towing, the owner may designate what towing company is to be called. This call will not be recorded in the police tow truck list, but will be recorded in a "Requests for Towing" log to be maintained by the Police Department. Such a request will not change the order of the police towing company list. When an owner does not designate a specific towing company and leaves it to police discretion, the next towing company on the police towing list will be called as set forth in this subsection.
(b) On request of the owner of a vehicle for towing by the Automobile Association of America (AAA), the authorized AAA towing company will be called and the call placed in the "Requests for AAA Towing" log.
(c) On request of the owner of a vehicle, the vehicle may be towed to any destination designated by the owner. In the event the vehicle is not towed to the storage yard of the towing operator, the owner of the vehicle shall make arrangements for payment of towing and storage fees with the operator of the tow truck and/or owner of the garage or other facility to which the vehicle is to be towed.
B. In the event that a tow truck operator refuses to accept a call or does not answer a call, the next operator on the list will be called. The tow truck operator refusing or failing to answer a call will not be called again until the operator's name next appears in order to receive a call.
C. No vehicle impounded by the Ithaca Police Department shall be released to the owner of such vehicle without proper authority for release from an authorized member of the Department.
D. The Ithaca Police Department shall not be responsible for the payment of towing and/or storage of motor vehicles. Owners of vehicles are liable for the payment of all charges connected with towing or storage. It shall be the responsibility of the tow truck operators to arrange for the collection of all charges.

§317-8 Notice of removal.
Upon the removal and disposition of any vehicle by order of the Ithaca Police Department or Department of Public Works, it shall be the duty of the Ithaca Police Department to ascertain to the extent possible the owner of the vehicle or person(s) in charge of the vehicle and notify him/her of the following information as soon as practicable:
A. That the vehicle has been towed, the location of the vehicle and the towing and storage costs accruing.
B. That the vehicle may be claimed by paying the accrued costs or by posting a bond for such charges.
C. That an investigation of the tow by an impartial officer designated by the Mayor regarding whether the tow was authorized by this section may be requested by applying, in writing, for such investigation within 15 days of receipt of notification of towing. Such application for investigation shall include the reason or reasons the applicant believes the tow was not authorized.
D. That the owner will be liable for all towing and storage costs accrued until the vehicle is claimed and released from storage, unless it is determined that the tow was not authorized.
E. That if the vehicle is not claimed or an investigation requested within 15 days, the city shall confirm a lien against the vehicle for the amount of accrued towing and storage fees and proceed to sell the vehicle at public auction as provided by law. Any proceeds of sale shall be applied first to towing and storage charges. The city shall retain the balance of the proceeds.

§317-9 Towing and storage; towing investigation.
A. After the removal of any vehicle as provided in this chapter, the person authorizing the removal may cause such vehicle to be stored in a suitable place. The owner or person in charge of the vehicle may redeem the vehicle upon payment to the responsible tow truck operator of the amount of all expenses actually and necessarily incurred in effecting such removal, but not to exceed the removal charges as established by Common Council, or by posting a bond with the City Chamberlain or the responsible tow truck owner for the cost of said charges.
B. Towing investigation.

(1) In instances where a vehicle was removed by order of the Ithaca Police Department or Superintendent of Public Works, the owner or person in charge of the vehicle may request a towing investigation before an impartial officer designated by the Mayor to determine whether the towing of the vehicle is authorized by this chapter. The investigator will review documents and/or information related to the tow as provided by the applicant and by the Ithaca Police Department or Superintendent of Public Works. Such investigation shall be completed within 15 business days after the request therefor.

(2) The owner of the vehicle shall be liable for all towing and storage fees accrued during the time the vehicle remains unclaimed, or in storage, unless it is determined that the tow was not authorized by this section.

(3) If it is determined that the tow was not authorized under this section, the owner of the vehicle shall be discharged from any obligation for the removal and storage charges. The City of Ithaca shall be responsible for the removal and storage charges in all cases where the removal was effected by the Superintendent of Public Works or by order of the Ithaca Police Department.

(4) If the owner or person in charge of the vehicle does not claim the vehicle or request an investigation within 15 days of being notified of the tow, the city shall be entitled to assert a lien against the vehicle for the amount of accrued towing and storage fees and proceed to sell the vehicle at public auction as provided by law.

§317-10.4 Procedures for failure to plea or respond to parking violation notices.
Whenever a person has failed to respond to at least five separate notices of violation for separate parking violations, the City may send to the owner of the motor vehicle by mail a notice to the effect that such person has failed to respond to at least five separate notices of violation for separate parking violations and that the owner's vehicle is subject to being impounded and/or being immobilized. Upon the mailing of such letter, the owner of the vehicle shall immediately be responsible for the cost of sending such notice, including administrative overhead. The owner shall have 10 days from the date of mailing of such letter to respond to the notices of violation. If the owner does not respond to all the notices of violation within said ten-day period, and thereafter the vehicle is found unattended, parked upon a street or any City-owned property or property under the jurisdiction or control of the City, the vehicle may be impounded by or under the direction of an officer or designated employee of the Police Department the Chief of Police or Superintendent of Public Works or their designees giving authorization to a commercial towing or wrecker service to tow the vehicle and store it in a safe place until claimed by the owner; or it may be immobilized by or under the direction of an officer or designated employee of the Police Department the Chief of Police or Superintendent of Public Works or their designees in such a manner as to prevent its operation.
§ 317-11 Liability.
The operator of a vehicle shall be liable for the fines and penalties imposed for violations of improper parking, standing, or stopping. In addition, except as provided in § 239, Paragraph 2, Subdivision b or e, of the New York State Vehicle and Traffic Law, the owner of the vehicle, even if not the operator thereof, shall be jointly and severally liable with the operator thereof if such vehicle was used or operated with the permission of the owner, express or implied, but in such case the owner may recover any fine or penalties paid by him/her from the operator.

§ 317-12 Number of public auctions.
The public auctions required herein and pursuant to the New York State Vehicle and Traffic Law shall be conducted by the City as often as is necessary in its discretion, but in no event less often than three times per year at intervals of approximately four months.

§ 317-13 Procedures for private property towing.
A. Vehicles may be towed away or removed without additional notice to the owner in the following instances:
   (1) From property appurtenant to and obviously a part of a one-, two-, or three-family residence.
   (2) Where notice is given to the owner or other legally authorized person in control of the vehicle that the area in which that vehicle is parked is reserved or otherwise unavailable for unauthorized vehicles, and that such unauthorized vehicles are subject to being removed at the owner's or operator's expense.

B. Additional notice required. Private property owners shall not authorize or participate in the towing, storage or disposition of vehicles illegally parked or abandoned unless the owner or person(s) in charge of the vehicle shall be notified by one of the following methods:
   (1) By posted signage on the premises meeting the following requirements:
      (a) The notice must be prominently placed on the premises and be continuously maintained on the premises for 24 hours prior to the towing or removal of any vehicle from the premises;
      (b) The notice must clearly indicate, in letters not less than two inches high on a contrasting background that unauthorized vehicles will be towed away at the owner's or operator's expense. The notice must state clearly how long, if at all, or under what conditions a vehicle may park before being towed or removed from the premises;
      (c) The sign structure must comply with the provisions of Chapter 272, Signs; or
   (2) By issuance of a duly authorized traffic ticket for illegal parking. A vehicle tow report will be completed by the Police Department and name the property owner as the complainant.
C. If the vehicle is not removed after proper notice is given as set forth above, the vehicle may be towed immediately thereafter. in accordance with the procedure under §317-14 below.

D. If the vehicle is to be towed by order of a private property owner after such notice as required in Subsections A and B above, the tow truck operator shall inform the Ithaca Police Department 911 Dispatch Center immediately after removal. The identifying information regarding the vehicle shall be entered into a log to be maintained by the Police Department 911 Dispatch Center.

E. When towing of a vehicle from private property is being effected pursuant to this section, the towing operator called must be one listed on the City of Ithaca rotation list who maintains a bona-fide terminal within Tompkins County, and the vehicle so towed may not be stored at a location outside the County.

F. The Ithaca Police Department and the City of Ithaca shall not be responsible for the costs associated with towing a vehicle from private property. Tows from private property shall not be subject to a towing investigation as noted in § 317-9 above.

§317-14 Removal and storage charges; penalties for offenses.

A. Removal and storage charges for nonconsensual towing of vehicles in the City of Ithaca, whether on public or private property, are hereby established as follows:

1. Removal charges shall not exceed $100.

2. An additional fee, not to exceed $25, may be charged in the instance where a police officer makes the determination that a special problem or circumstance exists. A "special problem or circumstance" means the removal of any vehicle that involves additional steps such as snow removal, difficult access to a locked vehicle, extra cleanup, or winching. The use of dollies, flat beds, ramps, jacks, or slings are not considered a special problem or circumstance. A request shall be made by the tow truck operator to the police officer at the scene of the tow that the tow be treated as a special problem or circumstance removal. Reasons for the request shall be stated by the tow truck operator to the police officer at the scene and shall be recorded in the "Vehicles Towed" report. Approval or denial of the request is to be made at the discretion of the police officer at the scene of the tow and indicated on the "Police Towing" log. Denial of the request by the police officer shall cause the tow to be deemed an ordinary removal.

3. Extraordinary removal charges shall be based on the actual costs of the use of the extraordinary equipment, plus labor charges. "Extraordinary removal" means the removal of any vehicle requiring the necessary use of one or more additional tow trucks, a crane or other extraordinary equipment other than regular or special towing equipment.

4. A fee not to exceed $30 may be charged by the tow truck operator to the owner or operator of any vehicle requiring removal services as provided in this chapter whenever the owner or operator appears to remove the vehicle after the tow truck operator has hooked up the vehicle for towing or removal, but before the vehicle has been removed from the scene.
(5) Storage fees not exceeding $25 per day or fraction thereof may be charged by the tow truck operator after the vehicle has been stored for more than 24 hours.

(6) An after-hours service charge not to exceed $25 may be charged by the tow truck operator whenever the tow truck operator is called to release a vehicle from the storage yard during the hours 9:00 p.m. to 7:00 a.m. Upon the request and tender of the required fee, it shall be the duty of the tow truck operator to release a stored vehicle at any time of the day and on any day of the week, including weekends and holidays unless there is a restriction or hold on such vehicle as per a law enforcement agency or by order of a court of competent jurisdiction.

(7) The costs for towing services rendered, pursuant to this section, are subject to the appropriate state tax.

(8) No additional fees, other than the fees that are set forth herein, shall be assessed against the vehicle.

B. Violation of any provision of this chapter shall be punishable by a fine of not more than $250 or by imprisonment for a period not exceeding 15 days for each such offense, or by both such fine and imprisonment. Towing operators, and/or their agents or assigns that violate the provisions as set forth herein are subject to removal from the City towing list for such period of time that the Chief of Police deems appropriate.

§317-45-7 Effective date.
This chapter shall take effect immediately and in accordance with law upon publication of notice as provided in the Ithaca City Charter.
MEMORANDUM

To: Common Council

From: Julie Conley Holcomb, City Clerk
Department of Public Information & Technology

Date: February 13, 2020

Subj: Towing Procedures in the City of Ithaca

The Ithaca Police Department and the City Clerk’s Office had been participating in a shared service initiative proposed by the Tompkins County Department of Emergency Response to streamline and standardize towing operations between the Ithaca Police Department, Tompkins County Sheriff’s Office, and the New York State Police – Troop C Zone 3. Unfortunately, Tompkins County is in the middle of several key staffing transitions and is not able to pursue this initiative in time to meet the City’s goals of having new towing regulations in place prior to the 2020 street cleaning program.

The City Clerk’s Office and the Ithaca Police Department would like to move ahead independently at this time while keeping the option of joining a shared service initiative at some point in the future. We are still partnering with the Tompkins County 911 Dispatch Center to ensure that they are willing and able to perform the tasks outlined in our proposed Tow Policy.

While we are on a slightly aggressive timeline, our intention is meet with the tow operators to ensure that we have developed a policy that all of us can agree to abide by. This meeting will most likely take place in between the City Administration Committee and the Common Council meeting due to time constraints. The proposed policy may be slightly adjusted before the Common Council meeting in order to respond to suggestions or concerns the tow operators may have.

The City Clerk’s Office and the Ithaca Police Department have agreed to share the duties involved in implementing and enforcing this policy.

The proposed rate structure has been modified to simplify it and to account for the fact that the City has not increased tow and storage rates in ten years.

The proposed revisions to Chapter 317 of the City Code entitled “Vehicles, Removal of” states that the City will follow the Tow Policy. This will allow the policy to be updated as needed. Major policy changes would be brought to Common Council for approval. If approved, the City Code would only contain the authority for certain city departments to tow vehicles and the circumstances they can tow for.
The offenses that City staff typically tickets and tows vehicles for are as follows:

- Being parked 12”/+ away from the curb causing and obstruction in the roadway
- Illegally parking in a bus stop/taxi stand/paid mobile food truck space
- Parking too close to a fire hydrant or in a fire lane
- Parking in a crosswalk or blocking a driveway
- Parking on private property without permission
- Parking in a truck loading zone (reserved for oversized trucks)
- Double parking
- Abandoned vehicles (vehicle parked without moving for 72/+ hours
- Parking in a zoned marked “No Parking” (permanent and temporary zones)
- When multiple unpaid parking tickets have accrued
- *When a vehicle is legally parked, but an emergency occurs – the City typically reimburses those costs

Most of these offenses fall under the provisions of New York State Vehicle and Traffic Law, only a few relate to City Code provisions. Currently, the only departmental personnel authorized to tow vehicles are IPD and the Department of Public Works; however, the Ithaca Fire Department is requesting the authority to tow vehicles that are hampering fire operations and or impinging on public safety. This authorization would free up valuable police officer time.

I am further requesting that the requirement to conduct tow away appeals be repealed. The City of Ithaca is the only agency in Tompkins County that conducts tow away investigations and the New York State Vehicle & Traffic law does not have any provisions relating to tow appeals. The City Clerk’s Office remains willing to work with the Police, Fire, and Public Works departments to investigate complaints regarding violations of the Tow Policy, service agreements, and the associated rate schedules.

Please let me know if you would like further information or data prior to the City Administration Committee meeting so that I can be prepared to share that with you. As always, I am happy to answer any questions you have.
1. PURPOSE

The purpose of the establishment and implementation of the City of Ithaca Tow Service Requirements & Policy includes but is not limited to the following:

A. Providing a non-discriminatory, uniform system for the rotation of tow trucks for Public Works and Public Safety-generated requests.
B. Effectively serving the needs of the Public Works and Public Safety agencies, the Dispatch Center, the general public, and the towing companies.
C. Ensuring that tow companies comply with all applicable federal, state, county and city statutes, ordinances and regulations.
D. Ensuring all impound and storage yards used by tow companies on the rotation tow program comply with the requirements of applicable federal, state, county and city statutes, ordinances and regulations.
E. Ensuring Public Works and Public Safety agencies receive professional, reliable and capable towing and recovery services.
F. Assuring the motoring public is provided professional, efficient, reliable towing, handling, storage and recovery services.

2. POLICY

The City of Ithaca Tow Service Requirements & Policy, hereinafter referred to as “policy”, does not apply to and is not intended to hinder the activities of any private tow truck business in providing tow services to the general public and/or commercial agreements on a contractual or mutual consent basis. The Tow Service Requirements applies to requests through the Tompkins County Dispatch Center for tow truck services involving the following situations, including but not limited to:

A. Vehicles involved in accidents requiring the use of tow trucks to remove vehicles
B. Slide offs requiring the use of tow trucks to pull vehicles back on the roadway
C. Vehicles that are disabled and require a tow truck to remove
D. Unlawfully parked vehicles
E. Abandoned vehicles
F. Driver Arrest
3. **TOWING AREA**
   A. This policy shall establish the tow area for light/medium and heavy-duty types of tow trucks to facilitate the distribution of calls and meet the needs of public works and public safety agencies with regards to response time and availability of tow services.
   B. The rotation area is:
      1) The City of Ithaca
         a. Light/medium duty rotation tow truck companies on rotation will respond accordingly
         b. Heavy duty rotation tow companies operating in Tompkins County shall be dispatched upon request.

4. **ROTATION**
   A. The Tompkins County 911 Center shall maintain the rotation tow lists for light/medium duty and heavy-duty tow companies.
   B. Tow truck companies shall be dispatched according to their place on the rotation list.
   C. A call to a tow company shall constitute one turn on the list and the tow company shall move to the bottom of the list.
      1) This includes when a tow company fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service; or is canceled due to an excessive response time.
      2) Any company calling back to cancel or pass more than 25% of its call volume in a one-month period may receive disciplinary action as outlined in the standard suspension rules listed in Section 15.
   D. If it is determined the tow company is not needed and is canceled by Tompkins County, up to and including arrival on scene and standby time which does not result in a tow, the tow company shall be placed back at the top of the rotation list for that tow area.
   E. If the tow company responds to a call and is canceled by the vehicle’s registered owner or agent prior to the tow company taking possession of the vehicle, the tow company shall be placed back at the top of the rotation list.
      1) Possession is deemed to arise when the vehicle is completely attached to the tow vehicle and immediately ready to go into transit or has been removed and is in transit.
   F. Nothing in this policy shall prohibit a public works or public safety agency from requesting a specific tow company at the request of the vehicle’s registered owner or agent.
      1) On request of the owner of the vehicle requiring towing, the owner may designate what towing company is to be called. Such a request will not change the order of the tow rotation list. A note will be made on the tow log stating the owner or agent’s request.
      2) Vehicle owners who belong to AAA or another automobile club and want to use that service will be encouraged to make those calls for service themselves. Should the
911 Center make the call under the direction of the Ithaca Police Department, the call will be placed in the "Requests for AAA/ Auto Club Towing" log.

3) On request of the owner of a vehicle, the vehicle may be towed to any destination designated by the owner. In the event the vehicle is not towed to the storage yard of the towing operator, the owner of the vehicle shall make arrangements for payment of towing and storage fees with the operator of the tow truck and/or owner of the garage or other facility to which the vehicle is to be towed.

G. If two or more tow companies are called to the same incident scene, distribution of the vehicles shall normally be given by the Dispatch Center; however, it shall be at the discretion of the on scene public safety agency to change assignments if needed. The Dispatch Center shall be notified of any changes. The tow companies shall not change vehicle assignments unless directed by the on scene public safety agency to do so.

H. A tow company responding to and arriving at a scene, which was not dispatched, shall not tow any vehicle.

1) The public safety agency may use any tow company as a necessary resource to immediately clear a hazard at their discretion. Such expediency clearance of a hazard does not constitute authorization to tow any vehicle from the scene, nor a charge to the owner or agent of the vehicle. If companies on the City of Ithaca Tow Rotation List are not available, the Tompkins County 911 Center is authorized to utilize other tow companies located within and outside of Tompkins County.

I. A tow company accepting a call under the rotation system must respond to the requested site with the company’s own equipment or equipment it has leased.

J. If another tow company takes the call on behalf of the tow company being dispatched, both companies shall be disciplined following the standard rules listed in Section 15.

K. Regardless of the class of a tow truck a tow company may send to a call, charges shall not be more than for the class of vehicle towed or serviced.

L. Tow companies and/or their operators are prohibited from “cruising” or jumping calls by listening to the police band radio or driving the roadways to solicit business in an effort to pre-empt the proper functioning of the rotation system.

1) Tow companies or employees in company vehicles pulling up to any incident scene, such as accidents, slide offs, or break downs/disabled vehicles, that normally would have required law enforcement interaction shall turn on their overheads to warn traffic, determine if there are injuries and notify the Tompkins County Dispatch Center. Once the law enforcement agency arrives, the tow company or employee must leave the scene unless the officer requests their assistance as provided in Paragraph H-1.

2) The tow company may be requested by the officer to move a vehicle to a safe location and leave it. The assistance provided shall not change the tow company’s place in the rotation.

3) Any tow truck company cruising or jumping calls will be subject to disciplinary action following the standard suspension rules listed in Section 15.
5. RESPONSE TO CALLS

A. The tow company shall respond to calls 24-hours a day, seven (7) days a week within the maximum response time limits established by this policy.

B. An appropriate licensed tow truck driver shall respond with a properly equipped tow truck of the class required to tow the vehicle and be in possession of the appropriate class of license and applicable endorsements.

C. Response time is the time between notification by the Dispatch Center and time of the arrived at the designated scene. The maximum response times are:
   1) Light Duty = 30 minutes
   2) Medium / Heavy Duty = 60 minutes
   3) Abandoned vehicles not creating a traffic hazard = 24 hours
   4) The response time requirements may be extended at the discretion of Tompkins County Dispatch due to circumstances that either hinder compliance or make it impossible to meet; such as inclement weather, blocked roads, or other similar conditions. The tow company is required to notify Dispatch of the reason for delay, ETA and current location.

D. The tow company shall advise Dispatch, at the time of notification, if they are either unable to respond or unable to meet the maximum response time.
   1) If, after accepting the call, the tow company is unable to respond or will be delayed in responding, the tow operator shall immediately notify Dispatch.

E. If a tow company accepts a call and fails to arrive at the scene within the maximum time limits, except in special circumstances, the call to that tow company may be voided and another tow company called to provide the required services. Disciplinary action shall be in accordance with the standard suspension rules listed in Section 15.
   1) Dispatch will log “Unavailable” every time required response times are not met.

F. A tow company dispatched to the scene of a traffic accident shall be responsible for the cleanup of debris and/or fluids caused by the vehicle involved in the accident from the travel portion of the roadway as required by NYS Vehicle and Traffic Law (VTL) Section 1219, and cleaned to the satisfaction of the public safety agency in charge of the accident. Cleanup shall be completed prior to the tow company leaving the scene. For non-compliance, disciplinary action shall be in accordance with the standard suspension rules listed in Section 15. If a public works or public safety agency performs the clean-up, the towing company forfeits the right to charge for clean-up fees.

G. A tow company working under this policy as a member offering AAA services will comply with the rules and policies governing accepting AAA service rates and fees unilaterally once sufficient proof of the vehicle owner or agent has proper AAA membership.
   1) A separate log will be maintained for owner or agent requests for AAA.

H. Transportation of customers may be done at the discretion of each tow company.

I. The City shall share monthly reports on the call out history of the rotation list with all tow operators in good standing on the City’s Tow Rotation List.
6. TOW COMPANY APPLICATION / RECERTIFICATION
   A. The non-preference towing rotation list utilized by the City of Ithaca is open to any natural
      person or legal entity that owns or operates a tow and recovery business within Tompkins
      County.
   B. For the purpose of application, to be on the towing rotation list within the City of Ithaca,
      “owns or operates” means having a bona-fide physical yard located within Tompkins
      County.
   C. Tow companies participating on rotation within the City of Ithaca shall meet all the
      requirements outlined in this policy and applicable federal, state, county and/or city
      statutes, ordinances and regulations to remain on the rotation list to include:
      1) Comply with all equipment requirements listed in Appendix A.
      2) Obtain and display current certification of inspection for each tow truck as required
         by NYS VTL Article 5 and 5A.
      3) Ensure all tow truck drivers are properly trained to operate the equipment they are
         responding with and properly licensed as required under the NYS VTL Article 19.

7. APPLICATION AND ENROLLMENT
   A. Tow companies wishing to be added to the City of Ithaca rotation program shall contact the
      City Clerk’s Office and request a tow application packet.
   B. Completed forms shall be returned to the City Clerk or his/her designee.
   C. The tow company shall notify the City Clerk in writing if they wish to be removed from the
      tow rotation list for a specific time period. Upon receipt, the tow company will be removed
      from the list and notified. It shall be the tow company’s responsibility to notify the City Clerk
      in writing when the tow company wishes to return to the tow rotation list. Tow companies
      returning to the list will be placed at the bottom.
   D. Any tow company failing to meet or maintain all requirements and necessary equipment as
      set forth by federal, state, county, town, village, or city requirements for truck inspections
      and certifications or the requirements within this document shall be removed from rotation
      until such compliance requirements are fixed or corrected. Tow companies shall provide
      written documentation to the City Clerk’s Office requesting reinstatement to the rotation
      list.
   E. Initial and periodic Commercial Vehicle Inspections including all tow company equipment,
      storage yard(s), and all company operations involved in towing and recovery will be
      conducted by the Ithaca Police Department. Tow companies who fail said inspections will
      not be allowed to continue with the application process nor be allowed to function off the
      tow rotation until the failed requirements of the inspection have been corrected as
      determined by re-inspection.
      1) Commercial inspection and re-inspection of a tow company will fall as scheduled
         with regard to the availability of the Ithaca Police Department.
   F. If a change in address occurs for the principal office of a tow company, the tow company will
      notify the City Clerk’s Office of this change within five (5) business days.
G. If a change of ownership or control of the tow company occurs either by sale, transfer, or other legal means, the tow company will notify the City Clerk’s Office of this change within five (5) business days.

8. TOW COMPANY REQUIREMENTS
All tow companies participating on the rotation system shall:
A. Provide a telephone number to the Dispatch Center where the tow company can be reached 24-hours a day and maintain radio or cell phone communications with their tow trucks when responding to rotation calls.
B. Have a valid Business License for the storage yard issued by the municipality in which the yard is located.
C. Have current motor vehicle registration(s) issued by the State of New York for all tow trucks responding to rotation calls.
D. Ensure all drivers/operators have a current and valid driver license in their possession when operating a tow truck on a rotation call.
E. Maintain and submit proof of the following insurances:
   1) Vehicle liability insurance in accordance with the minimum amounts as specified by the City, which such minimum levels shall be updated from time to time and shall be available for review on the City’s website and/or in person at the City Clerk’s Office. The City of Ithaca shall be named as the Certificate Holder and an Additional Insured on the policy.
   2) General premises liability insurance for each storage yard in use in the minimum amount as specified by the City, which such minimum levels shall be updated from time to time and shall be available for review on the City’s website and/or in person at the City Clerk’s Office. The City of Ithaca shall be named as the Certificate Holder and an Additional Insured on the policy.
   3) New York State Workers’ Compensation Insurance and New York State Disability Benefits Coverage.
F. Have their trucks lettered with the company name on the doors of the truck. The name shall match the DOT number issued to the tow truck company. No magnetic, temporary, or removable signs or markings, nor non-lettered trucks will be allowed for rotation calls.
G. Comply with equipment requirements set forth in Appendix A and upon inspection.
H. Comply with all applicable motor vehicle laws enacted by the State of New York and exercise diligent and reasonable care when responding to rotation calls.
I. Comply with directions from public safety agencies, unless such acts would cause unnecessary damage or possible injury to the operator or others in the area.
   1) Operators must attempt to resolve these issues on scene prior to initiating the unsafe act using professional interaction with public safety agencies on scene.
   2) If the matter cannot be safely and professionally resolved, a public safety supervisor will be directed to the scene to resolve the issue.
J. Ensure all tow truck drivers are trained to operate the equipment they respond with and are licensed as required under the NYS VTL Title 5, and specifically as addressed in Articles 18, 19 and 20. Training and Certification is required for each driver/operator.

K. Ensures employees performing tow services on behalf of the tow company are both physically and mentally capable of performing the required duties.

L. Ensure all operators obtain a copy of their Criminal History and submit it with their tow application. **It is the responsibility of the Tow Company to accept or deny employment based on the operator’s criminal history.** Each tow operator must be identified at the time of application to the Tow Rotation List. Each tow operator must undergo a local background check and be free of felonies which will be reviewed on an annual basis. The City Clerk must be notified of any changes to the tow operator list prior to any new operators being utilized in this program, as well as any felony convictions of current tow operators. Unauthorized tow operators may not be on scene of any tows within the City of Ithaca.

M. Represent a professional image. Employees shall wear clothing that is modest, functional, contributes to safety, and has a driver’s name attached.

N. While involved in the City of Ithaca rotation tow operations or related business, the tow company and/or employee(s) shall refrain from any acts of misconduct including, but not limited to, any of the following:
   1) Rude or discourteous behavior to the public, Public Safety units, and competitors
   2) Lack of service, selective service, or refusal to provide service which the tow company is capable of performing
   3) Any act of sexual harassment or sexual impropriety
   4) Unsafe driving practices
   5) Exhibiting any objective symptoms or alcohol or drug use

O. Wear appropriate warning garments (e.g., vests, jackets, shirts, retro reflective clothing) for daylight and hours of darkness in accordance with OSHA Standards and NYS Traffic Incident Management (TIM) Best Practices.

P. Only respond to a request for service with the equipment and persons necessary to complete the task.
   1) Exception would be responding with a driver trainee.

9. **TOWING and STORAGE FEES**

Vehicle removal and storage charges shall not exceed those listed in Appendix B. All Tow Companies are required to post a copy of the schedule of fees in a conspicuous area on their premises and shall keep a copy of the schedule of fees in all tow trucks to be made available upon demand to the general public.

The towing company shall issue all customers an invoice with detailed charges and may only bill customers for the appropriate equipment and services necessary to complete the assignment. To be reimbursed for storage fees, the invoice must also include the date the vehicle was released. If a vehicle owner or agent requests a vehicle be towed to a specific location, the location must be indicated on the invoice. Any disputes in customer billing received will be
reviewed by the City Clerk, a representative of the involved public works or public safety agencies or their designees, and the towing company.

A. No more than the maximum towing rates as defined by the City of Ithaca shall be charged. Charges shall not be more than for the class of vehicle towed or serviced.
B. No more than the maximum storage rates as defined by the City of Ithaca shall be followed.
C. A towing company who charges rates above those defined by the City of Ithaca, shall be subject to disciplinary action in accordance with the standard suspension rules listed in Section 15.
D. Tow companies contracted by insurance companies (AAA, Geico, etc.) agree to charge rates established by the insurance company.

10. STORAGE FACILITIES

Tow companies shall operate and maintain a bona fide terminal within Tompkins County where they will store vehicles. The terminal shall be identified by a legible, conspicuously displayed sign. The terminal must be fenced, locked and lighted in a manner to ensure the safety of vehicles stored on the premises. Tow truck operators shall allow for the properly authorized release of motor vehicles in their custody between the hours of 7:00 am – 7:00 pm, seven days a week, 365 days a year. Emergency after hour releases must be coordinated through the Ithaca Police Department. Storage fees not exceeding $50.00 per day may be charged by the tow truck operator after the vehicle has been stored for more than 24 hours. (For example, if a vehicle arrives on Monday at 11:00 am, $50 may be charged at 11:00 am on Tuesday, then $50 each additional day at 11:00 am.) An Emergency after-hours service charge not to exceed $50.00 may be charged whenever the tow truck operator is called to release a vehicle from the storage yard during the hours of 7:00 p.m. to 7:00 a.m. This after-hours fee must be documented on the invoice along with the date and time of the release of the vehicle. No vehicle impounded by a law enforcement agency shall be liable for all towing and storage fees accrued during the time the vehicle remains unclaimed, or in storage. The costs for towing services rendered are subject to the appropriate state tax. No additional fees, other than the fees that are set forth herein, shall be assessed against the vehicle.

A. The tow company is responsible for all vehicles and vehicle contents stored on their property. Should damage, vandalism, or theft occur to a vehicle or vehicle contents while in the custody of the tow company, the owner shall report the incident to law enforcement if applicable and work with necessary representatives and agencies to rectify the situation.
B. Storage facilities owned by a towing company and shared with another towing company or another business establishment shall be physically separated and secured from each other.
C. The tow company employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property. This includes the proper completion of invoices.
D. Tow company owners will ensure they or their employees are available during normal business hours to aid the public regarding towing issues.
1) Unless directed by an appropriate law enforcement agency, a tow company or their employee shall release personal property from a vehicle, in compliance with state law, which has been stored at the request of the vehicle’s registered owner or agent.
   a) No property may be held as “collateral” or as part of any unpaid or pending tow charges.
2) A receipt shall be provided for the removed property, with a copy placed in the stored vehicle. This procedure shall also apply to the removal of property by the tow company and/or their employee to a secured area within the business.
3) In cases where a vehicle has been impounded for evidence or investigation, personal property will not be released until the vehicle has been cleared by the Law Enforcement agency handling the investigation.
4) No fee shall be charged for the release of personal property during normal business hours.
   a) An after-hours service charge not to exceed $50.00 may be charged whenever the tow truck operator is called to release property/contents from the storage yard during the hours of 7:00 p.m. to 7:00 a.m. This service must be coordinated with the Ithaca Police Department. This fee must be documented on the invoice along with the date and time of the release of property.

E. Tow companies must comply with NYS VTL Section 184(2) concerning vehicle liens.
F. Public auctions shall be held pursuant to NYS VTL. The City of Ithaca will conduct public auctions at least twice a year.

11. TOW COMPLAINTS
A. All related tow service complaints received or initiated by the City of Ithaca against a tow company or tow company’s employees, shall be accepted and investigated in a fair and impartial manner.
   1) All complaints will be received in written form, with all applicable documentation included. Complaints will not be accepted verbally either in person or by telephone.
   2) The tow company and their employees shall cooperate with the City of Ithaca during the course of an investigation.
B. The tow company shall be notified in writing of the findings of the complaint and whether it will be considered as a matter for disciplinary action within 30 days of the conclusion of any complaint.

12. COMPLIANCE WITH LAW
A. The tow companies and employees shall, always, comply with federal, state, and local laws and ordinances and all applicable court orders.
B. Any conviction of the tow company, owner, operator, employee or driver involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence or alcohol...
or drugs, misdemeanor driving while under the influence of alcohol or drugs, or moral turpitude may be cause for suspension or removal of a tow company or employee, or denial of a tow company/employer’s application, or termination from the tow rotation list.

13. COMPLIANCE WITH POLICY
   A. The tow company agrees, as a condition of inclusion in the tow rotation program, to comply with the terms and conditions of the policy. Furthermore, the tow company or company’s agent agrees that failure to comply with these terms and conditions shall be cause for disciplinary action (e.g., written reprimand, suspension, termination, or denial of an application).
   B. A violation of the equipment requirements related to safety shall be cause for suspension.
      1) The suspension shall remain in effect until the suspension period is completed and an inspection of the equipment has been made and concluded the tow company is in compliance.
   C. A violation of overcharging or a pattern of overcharging shall be cause for suspension.
      1) The suspension shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer(s) has been provided to the City Clerk.
   D. Allowing an incompetent, unprepared, or untrained tow truck driver to respond to a rotation call shall be cause for disciplinary action of the tow company.
   E. A tow company sending a tow truck driver to a rotation call (e.g., those drivers dispatched by the tow company’s business) for whom the following information has not been submitted, shall be cause for disciplinary action of the tow company:
      1) Tow Operator/Driver Information
         a. Company owners are responsible and will be held accountable to ensure the proper training of all operators including scene safety training.

14. DISCIPLINARY ACTION
   A. The City of Ithaca shall take disciplinary action against a tow company for violations investigated and sustained. Furthermore, the tow company agrees that failure by the tow company to comply with these terms and conditions shall be cause for disciplinary action (e.g., written reprimand, suspension, denial of an application, or termination from the Tow Rotation List).
      1) The City of Ithaca shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this policy.
   B. Nothing shall preclude the City of Ithaca from taking the appropriate enforcement or administrative action for any violations of the law.
   C. Nothing herein shall be deemed to prohibit the City of Ithaca from immediately suspending, terminating, or denying an application of any tow company or employee whose conduct, in the opinion of the City, is deemed to be a danger to the motoring public, or who has engaged in conduct constituting a flagrant violation.
   D. Records of violations shall be retained by the City of Ithaca for 36 months.
15. TERMS OF DISCIPLINARY ACTION
   A. Violations of the terms and conditions of the policy may be cause for disciplinary action in the following manner:
      1) First violation within a 12-month period = letter of written reprimand
      2) Second violation within a 12-month period = 1 to 30-day suspension
      3) Third violation within a 12-month period = 60 to 90-day suspension
      4) Fourth violation within a 12-month period = termination from the Tow Rotation Program for a determined period of time

   NOTE: In lieu of termination, the City of Ithaca may impose additional suspensions for longer periods, if deemed appropriate.

   B. Violations of the terms and conditions of the policy which warrant suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.
      1) When considering disciplinary action for a major violation of the policy, the City of Ithaca will take into consideration all violations which have occurred within 36-months prior to the date of the current violation.

   C. A suspended or terminated tow company shall not be eligible for a rotation listing for the duration of the suspension or termination.

   D. If the tow company is serving a suspension for one year or more, the tow company shall be required to have complied with all terms and conditions of the current policy at the time of reinstatement.

   E. A tow company shall comply with all the terms of the suspension prior to reinstatement or re-application.

16. APPEAL HEARING
   A. An Appeal Hearing shall be granted, upon a tow company’s request, within ten business days, for any of the following circumstances:
      1) The tow company is served with a disciplinary action
      2) Denial of a tow company’s tow application or a tow company/driver application

   B. A hearing shall be held as soon as practicable.

   C. The hearing shall be conducted by representatives from the Ithaca Police Department, the City Clerk or his/her designee, and a tow operator from another tow company on the City’s Rotation List (this position will be rotational). The tow company requesting the hearing shall be entitled to present all relevant facts and circumstances in support of the tow company’s position.

   D. The tow company shall be notified in writing of the decision(s) of the Appeals Board within ten business days of the date of completion of the hearing.
E. Disciplinary action shall not take effect until the appeals hearing process has been exhausted, except for tow companies whose conduct is deemed to be a danger to the motoring public or who continue to violate the terms and conditions of the policy.

F. If a tow company fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the City of Ithaca shall be final and the disciplinary action shall take effect upon written notification to the tow company.

G. A notice of the final disciplinary action will be shared with each tow company on the Rotation List.

17. ANNUAL MEETINGS AND RATE NEGOTIATIONS
The City of Ithaca representatives and the Tow Operators in good standing on the City’s Tow Rotation List will meet annually to discuss operations and any issues related to the Tow Service Requirements and Policy. Changes to the Tow Rates and Storage Fees will be negotiated every three years by the City of Ithaca and the Tow Operators in good standing on the Tow Rotation List.
APPENDIX A – Equipment Requirements for Rotation Tow Trucks

Broom
Communication device
Rotor or Amber Light
Shovel
Reflective Traffic Vest
Steering Wheel Locking Device
Fire Extinguisher
Safety Flares
Triangles
Materials and containers for clean-up
Tire Iron
Flashlight
Six (6) Fuses
Sledge Hammer
First Aid Kit
Slim Jim
Bungee Cords
Fire Extinguisher
Safety Shoes
Work Gloves
Two (2) Scotch Blocks
Two (2) Snatch Blocks
Assortment of Hooks and Allow Chains
Recovery Straps
Adequate Battery Boost System
Gas Can
Small Hand Tools
Set of Dollies
Wood Wedges
Air Tank
Pry Bar
Penetrating Oil

Heavy Duty wreckers should have additional equipment such as a 20-ton bottle jack, boom crank, single and double air hoses, set of reflectors, and other tools necessary to deal with larger vehicles.
# APPENDIX B: Maximum Towing and Storage Rates

## City of Ithaca Tow Rotation List Maximum Rates

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
</tr>
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<tbody>
<tr>
<td>Light Duty Tow, 24/7/365</td>
<td>$200.00</td>
</tr>
<tr>
<td>Winch Out with tow</td>
<td>$25.00 if required and documented in police report</td>
</tr>
<tr>
<td>Winch Out (without tow)</td>
<td>$100.00 for first 15 minutes, additional $35 after first 15 minutes. Time must be documented on invoice.</td>
</tr>
<tr>
<td>Dollies/Flatbed/Rollback</td>
<td>$25.00 if required and documented in police report</td>
</tr>
<tr>
<td>Vehicle Release after Hook-up but before the tow truck moves</td>
<td>$50.00</td>
</tr>
<tr>
<td>Recovery</td>
<td>$325.00/hour</td>
</tr>
<tr>
<td>Extraordinary Removal: requiring the use of Heavy Duty tow trucks or more than one tow truck, a crane, or other extraordinary equipment</td>
<td>Actual costs incurred</td>
</tr>
<tr>
<td>Scene/Accident Clean-up and/or Standby Time</td>
<td>Actual costs incurred</td>
</tr>
</tbody>
</table>

## Storage Rates

| Daily Storage begins 24 hours after vehicle enters yard. Storage release hours are 7:00 am – 7:00 pm daily. | $50.00/per day after the first 24 hours. Release date must be documented on invoice to be eligible for payment |
| Emergency after hour releases or release of personal property must be coordinated through the Ithaca Police Department. | $50.00 – time and date must be documented on invoice to be eligible for payment |
This Tow Policy contains terms and conditions a towing company agrees to comply with to receive and maintain a position on the rotation tow listing with the City of Ithaca. Participation on the tow rotation is voluntary. Any tow company, by agreeing to participate in the program, does not establish a contractual relationship and is not acting as an agent for the City of Ithaca when performing services under the Tow Policy. Exceptions to compliance with the Tow Policy shall not be authorized by a verbal agreement. Any exceptions shall be documented as a written amendment or addendum to the Tow Policy.

All documentation referenced above to include all vehicle registrations, insurance policies, licensing, equipment listing, company service rates and related documentation must be forwarded to the City Clerk’s Office, 108 E. Green Street, Ithaca NY 14850, where it will be kept on file. Any failure to provide the valid, up-to-date documentation referenced in this policy may result in a suspension or removal from the City of Ithaca Tow Rotation List.

I, ___________________________________________________________  ___________________,
(Tow Company Owner Name)
the registered owner of ___________________________________________________________
(Tow Company Name)
located at ________________________________________________________________
(Physical Company Business Address)
affirm that I desire that my tow company be included on the City of Ithaca Tow Rotation and that my company will maintain full compliance with the requirements, standards, and practices listed in the City of Ithaca Tow Policy.

___________________________________________________________  ___________________
Signature                      Date
RESOLVED, That the Common Council hereby authorizes issuance of a permit to FlixBus, Inc. with the following conditions:

1. FlixBus, Inc. must execute a bus permit agreement on the same permit terms and conditions as other permittees currently operating from East Green Street, and containing the City’s usual revocation and indemnification terms and conditions,
2. The exact route, locations where passengers may be dropped off and picked up, and times of operation shall be subject to approval by the Superintendent of Public Works or his designee,
3. Said bus service shall be operated on a pre-arranged basis only, with tickets having been purchased in advance by passengers,
4. The operator(s) of the bus shall at all times ensure that the bus is not parked in a manner that interferes with the ability of emergency vehicles to move or pass or that interferes with sight distance for pedestrians or motorists,
5. Permittee shall at all times maintain valid liability insurance coverage, as well as present the City Attorney’s Office with proof of compliance with the New York Workers’ Compensation Law

; and, be it further
RESOLVED, That the Superintendent of Public Works shall have the right to modify the conditions above upon reasonable notice to the Permittee, suspend or revoke this permit due to violation of the terms thereof, or due to any other action or failure to act, on the part of the permittee or his agents, which poses a danger to the health or safety of any members of the public, provided, however, that such suspension or revocation shall be subject to review by Common Council upon written appeal of the permittee, to the Mayor (which appeal, while pending, shall not stay said suspension or revocation).
To: Common Council

From: Eric Hathaway, Transportation Engineer

Date: February 18, 2020

Re: FlixBus Application to Operate at 131 E Green Street

FlixBus, an inter-city bus operator, has applied for permission to use the curb space along 131 E Green Street (in front of Urban Outfitters) for pick-up and drop-off of passengers. Per previous analysis by staff, this is the only on-street location staff have found to be acceptable for inter-city bus operation, other than the trial location being used by OurBus at 130 E Seneca Street. Per the attached schedule, they propose 33 weekly stops at 131 E Green Street. The buses currently using this space (Greyhound, Coach USA and Trailways) operate a total of 198 trips, so Flixbus would represent a 17 percent increase in demand.

The bus pull-off at 131 E Green Street currently has capacity for two parked buses at a time. Staff have reviewed the schedules for existing demand and the proposed increase and have determined that the area is sufficient for the additional buses, assuming that buses operate on schedule. It is important to note that Flixbus is committing to operate on a fixed weekly schedule, which is essential due to multiple operators sharing the same space.

Though there is technically enough space for on-time buses to operate with the proposed schedule, it is impossible to predict the total impact of additional buses on this space. One of the primary operational challenges of inter-city buses in the space has been vehicles dropping off or picking up passengers and illegally using the bus pull-off area. This has resulted in buses being blocked from the curb space, which results in delay and sometimes in unsafe decisions by bus drivers.

Further, there have been complaints that bus idling has diminished air quality and made the space less inviting. The Tompkins County Mental Health Department, located near the bus stop, has expressed concerns in the past of waiting bus passengers blocking accessible routes on the sidewalk for their clients. Additional bus demand might have an impact on all of these concerns due to increased demand, though it is difficult to predict in advance.

As you know, OurBus, which does not operate on a fixed weekly schedule, has relocated its operation to 130 E Seneca Street on a trial basis, ending March 31, 2020. If staff recommend that the trial location be made permanent, I will propose a resolution that Common Council fund a capital project for redesign of both the 131 E Green Street and 130 E Seneca Street bus stops and
nearby streetscape. The redesign would provide improved circulation for buses and accommodations for passengers while they wait for their ride.
### Ithaca Proposed Schedule
**UPDATED 2/12/2020**

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<tr>
<th>Origin</th>
<th>Destination</th>
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Ithaca Proposed Route
UPDATED 2/12/2020

When ENTERING Ithaca

- Bus would enter from the east via **Route 79** (Slaterville Rd.)
- Bus would continue on Route 79, bearing right to continue on Route 79 (becoming Seneca St.)
- Bus would continue on Route 79 until turning left on to **Albany St.**
- Bus would continue on Albany St. until turning left on to **W. Green St.** (becoming **E. Green St.**)

When EXITING Ithaca

- Bus would proceed east on **E. Green St.**
- Bus would turn right on to **E. MLK Jr. St** (Route 79) and remain on **Route 79**, exiting city limits.
9.5 Revision to Acting Department Head and Department Head Salaries Upon Promotion - Resolution

WHEREAS, after review of the most recent promotions and new hires to the Management Compensation Plan, it has become evident that the current plan, in spite of adjustments, has continued to require modifications in order to maintain competitiveness both internally and externally; and

WHEREAS, our external hires have consistently been offered salaries above the first step of the compensation plan, and internal candidates have been reluctant to accept promotions to managerial positions without exceptions being made to the existing plan; and

WHEREAS, the policy on promotions for the Management Compensation Plan, adopted by resolution on May 3, 2017, calls for a minimum eight (8%) increase upon promotion; and

WHEREAS, in an attempt to reduce the number of exceptions and modifications, it is recommended that the City adjust its minimum promotional increase from eight (8%) percent to ten (10%) to enhance the chance of attracting and retaining internal candidates; now, therefore be it

RESOLVED, That for employees promoted to or within the Managerial Compensation Plan, the minimum salary increase shall be ten (10%) percent.
Policy on Acting Department Head and Department Head Salaries Upon Promotion

Adopted 5/3/2017
Revised __________

After acting in the role of a department head for thirty (30) days, a deputy department head shall be assigned to the lowest salary step for the department head position that results in a salary increase for the deputy.

If an employee other than a deputy department head is appointed to serve in an acting department head role, the employee shall immediately be assigned to the lowest salary step for the department head position that results in a salary increase for the employee.

An employee acting as a department head shall not be entitled to annual salary step increases for the acting title, but shall remain eligible for any step increases the employee would have otherwise received in the employee’s permanent title; provided, however, that if a step increase in the employee’s permanent title results in a higher salary than the employee’s current acting department head salary, the acting department head salary shall be recalculated as specified above.

Employees who are promoted to or within the Managerial Compensation Plan shall be assigned to the lowest salary step that provides at least an eight (8%) ten (10%) percent increase in the employee’s base salary, with subsequent step movement occurring annually on the employee’s anniversary date in the current job title, until the employee reaches the maximum step, at which time step movement shall cease.

Under no circumstances shall a managerial employee earn a salary greater than the maximum step for the employee’s position, or the position in which the employee is acting, whichever is higher.
PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE:

10.1 An Ordinance for a Contingent Purchase Agreement – East Section of Green Street Urban Renewal Project Site

WHEREAS, Ithaca Properties, LLC proposes to purchase an approximately 192’ x 119’ property at the eastern section of the Green Street parking garage site located at 120 East Green Street, Ithaca, NY (Premises) to undertake an urban renewal project, subject to Common Council approval; and

WHEREAS, the Premises consists of air rights above a privately-owned ground floor commercial use and contains two elevated public parking decks constructed in 1974; and

WHEREAS, Ithaca Properties, LLC is the owner of a commercial building located at 215 East State Street that extends immediately under and is thereby connected to the Premises; and

WHEREAS, on June 27, 2019, the Ithaca Urban Renewal Agency (IURA) designated Ithaca Properties, LLC as a “qualified and eligible sponsor” to potentially acquire the Premises to undertake an urban renewal project; and

WHEREAS, on December 23, 2019, the IURA endorsed a definition for a proposed urban renewal project at the Premises that includes reconstruction of two public parking decks to be leased back to the City for operation; and

WHEREAS, the Premises is encumbered by a 2014 purchase option held by Hotel Ithaca, LLC, the owners of the downtown Marriott Hotel, to acquire the Premises for $1 in the event the City of Ithaca proposes to decommission or convey the Premises; and

WHEREAS, Hotel Ithaca, LLC has 12 months from the date of notice to exercise their option to acquire the Premises; and

WHEREAS, a 2016 structural study of the Green Street parking garage conducted by Stantec revealed that significant structural deficiencies exist in the east section that will require a sizable capital investment to address; and

WHEREAS, the Stantec study estimated the cost to the City to demolish the east section at more than $2,030,000 in 2019 dollars; and

WHEREAS, a 2019 appraisal by Midland Appraisal Associates, Inc. concluded the market value of the Premises is $2,380,000, assuming a structural platform is in place to support construction of a building utilizing the 140 ft. zoning envelop; and

WHEREAS, the existing structural system supporting the two parking decks does not support high-rise development; and
WHEREAS, the negotiated purchase price of $350,000 represents a reasonable fair market value of the Premises after the avoided demolition cost is considered; and

WHEREAS, on February 18, 2020, the Board of Public Works considered whether retention of ownership of the Premises is necessary for municipal purposes; and

WHEREAS, the purchase agreement is contingent on City of Ithaca Common Council approval of an IURA-proposed disposition and development agreement with Ithaca Properties, LLC to implement an urban renewal project; and

WHEREAS, the City Charter requires approval by three-fourths of the Common Council to authorize sale of real property; and

WHEREAS, the City Charter further requires notice of a proposed sale to be published no less than once each week for three weeks, the first such notice being published no less than 30 days prior to the approval vote, and such notices have been published; now, therefore

ORDINANCE 2020—

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

Section 1. Authorization for Disposition.
   a. City ownership of the above-described Premises is surplus for municipal purposes.

   b. The Common Council for the City of Ithaca hereby authorizes the contingent sale of approximately 22,800 square feet of air rights property located at the eastern section of the Green Street parking garage site (part of tax parcel #70.-4.-5.2) to Ithaca Properties, LLC at a purchase price of $350,000. The closing of the sale is contingent upon Common Council approval of an Ithaca Urban Renewal Agency proposed disposition and development agreement to implement an urban renewal project.

   c. The Mayor, subject to advice of the City Attorney, is hereby authorized to execute a contingent purchase agreement substantially similar to the “Purchase Agreement, Eastern Section of Green Street Garage Urban Renewal Project Site” document, dated 2/7/20, to implement this resolution.

Section 2. Effective Date. This ordinance shall take effect immediately.
MEMORANDUM

To: City of Ithaca Common Council and IURA members
Date: February 24, 2020
From: Nels Bohn, Director of Community Development
Subject: Contingent Purchase Agreement – East Section of Green Street Garage

The Ithaca Urban Renewal Agency (IURA) is in the process of structuring a private/public redevelopment project for the east section of the Green Street garage site with Ithaca Properties, LLC. The IURA has designated this developer as the preferred developer to undertake an urban renewal project, but has not finalized a proposed disposition and development agreement for Common Council consideration.

The proposed contingent purchase agreement is intended to remove two real estate feasibility obstacles for redeveloping this site:

1. Clear the 2014 purchase option on the project site held by Marriott hotel ownership, and
2. Establish a purchase price for the site.

During parking negotiations prior to construction of the Marriott hotel, hotel ownership expressed concern about the long-term viability of the 1974 parking garage to continue to meet parking needs of their customers. To address this concern, the City granted the hotel a purchase option to acquire the east section of the garage for $1 if the City indicated its intent to decommission or convey the east portion of the parking garage. If the purchase option is exercised, the City/Marriott hotel parking agreement is terminated.

Execution of the proposed purchase agreement will trigger a hotel decision to either purchase the garage or release its purchase option. A 12/19/19 letter from the hotel owner informs the City of its intent to relinquish their purchase option subject to several contingencies, including but not limited to reconstruction of existing public parking. Ithaca Properties, LLC proposes to rebuild two decks of parking and lease them to the City as part of their proposed urban renewal project.

The developer also seeks a known purchase price for the City-owned air rights site so they can analyze financial feasibility of the project. The purchase agreement sets the sales price equal to the appraised value minus the estimated cost to demolish the parking decks.

It is important to note that closing on the purchase agreement is contingent on Common Council approval of an IURA disposition and development agreement for an urban renewal project at the site following completion of environmental review.

Finally, please find staff-recommended amendments to the ordinance approved at the 2/12/20 by the Planning & Economic Development Committee meeting to recognize that the February meeting of the Board of Public Works was canceled.
PROPOSED AMENDED ORDINANCE

Proposed Ordinance _____ - 2020
City of Ithaca Common Council
March 4, 2020

Contingent Purchase Agreement – East Section of Green Street Urban Renewal Project Site

WHEREAS, Ithaca Properties, LLC proposes to purchase an approximately 192’ x 119’ property at the eastern section of the Green Street parking garage site located at 120 East Green Street, Ithaca, NY (Premises) to undertake an urban renewal project, subject to Common Council approval, and

WHEREAS, the Premises consists of air rights above a privately-owned ground floor commercial use and contains two elevated public parking decks constructed in 1974, and

WHEREAS, Ithaca Properties, LLC is the owner of a commercial building located at 215 East State Street that extends immediately under and is thereby connected to the Premises, and

WHEREAS, on June 27, 2019, the Ithaca Urban Renewal Agency (IURA) designated Ithaca Properties, LLC as a “qualified and eligible sponsor” to potentially acquire the Premises to undertake an urban renewal project, and

WHEREAS, on December 23, 2019, the IURA endorsed a definition for a proposed urban renewal project at the Premises that includes reconstruction of two public parking decks to be leased back to the City for operation, and

WHEREAS, the Premises is encumbered by a 2014 purchase option held by Hotel Ithaca, LLC, the owners of the downtown Marriott Hotel, to acquire the Premises for $1 in the event the City of Ithaca proposes to decommission or convey the Premises, and

WHEREAS, Hotel Ithaca, LLC has 12 months from the date of notice to exercise their option to acquire the Premises, and

WHEREAS, a 2016 structural study of the Green Street parking garage conducted by Stantec revealed that significant structural deficiencies exist in the east section that will require a sizable capital investment to address, and

WHEREAS, the Stantec study estimated the cost to the City to demolish the east section at more than $2,030,000 in 2019 dollars, and

WHEREAS, a 2019 appraisal by Midland Appraisal Associates, Inc. concluded the market value of the Premises is $2,380,000, assuming a structural platform is in place to support construction of a building utilizing the 140 ft. zoning envelop, and

WHEREAS, the existing structural system supporting the two parking decks does not support high-rise development, and
WHEREAS, the negotiated purchase price of $350,000 represents a reasonable fair market value of the Premises after the avoided demolition cost is considered, and

WHEREAS, on February 18, 2020, the Board of Public Works considered whether retention of ownership of the Premises is necessary for municipal purposes, and

WHEREAS, the purchase agreement is contingent on City of Ithaca Common Council approval of an IURA-proposed disposition and development agreement with Ithaca Properties, LLC to implement an urban renewal project, and

WHEREAS, the City Charter requires approval by three-fourths of the Common Council to authorize sale of real property;

WHEREAS, the City Charter further requires notice of a proposed sale to be published no less than once each week for three weeks, the first such notice being published no less than 30 days prior to the approval vote, and such notices have been published; now, therefore,

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

Section 1. Authorization for Disposition.
   a. City ownership of the above-described Premises is surplus for municipal purposes.

   b. The Common Council for the City of Ithaca hereby authorizes the contingent sale of approximately 22,800 square feet of air rights property located at the eastern section of the Green Street parking garage site (part of tax parcel #70.-4.-5.2) to Ithaca Properties, LLC at a purchase price of $350,000. The closing of the sale is contingent upon Common Council approval of an Ithaca Urban Renewal Agency proposed disposition and development agreement to implement an urban renewal project.

   c. The Mayor, subject to advice of the City Attorney, is hereby authorized to execute a contingent purchase agreement substantially similar to the “Purchase Agreement, Eastern Section of Green Street Garage Urban Renewal Project Site” document, dated 2/721/20, to implement this resolution.

Section 2. Effective Date. This ordinance shall take effect immediately. This ordinance shall take effect upon publication as provided in the City Charter, provided that such publication shall not take place prior to declaration by the Board of Public Works to the effect that retention of ownership of the Premises is surplus for municipal public works purposes.
PURCHASE AGREEMENT
EASTERN SECTION OF GREEN STREET GARAGE URBAN RENEWAL PROJECT SITE

AGREEMENT made this day of December, 2019 by and between the City of Ithaca, a New York municipal corporation, having offices at 108 East Green Street, Ithaca, New York (hereinafter “City”), the Ithaca Urban Renewal Agency, a New York urban renewal agency created pursuant to general municipal law, with offices at 108 East Green Street, Ithaca, New York (hereinafter “IURA”), and Ithaca Properties, LLC, a New York limited liability company, having offices at 1721 N. Ocean Avenue, Medford, New York 11763 (hereinafter “Ithaca Properties”).

WHEREAS, the City owns real property consisting of a parking garage located at 120 East Green Street, Ithaca, New York known as the Green Street Parking Garage; and

WHEREAS, on October 4, 2017, the City authorized transfer of the Green Street Parking Garage to the IURA via an option agreement, for the purpose of structuring a proposed conveyance and development agreement with preferred developers to undertake an urban renewal project subject to approval by the Common Council for the City of Ithaca; and

WHEREAS, Ithaca Properties is the owner of a commercial building located at 215 East State Street, a portion of which extends immediately under and is thereby connected to the eastern portion of the Green Street Parking Garage; and

WHEREAS, on June 27, 2019, pursuant to section 507 of New York General Municipal Law, the Ithaca Urban Renewal Agency (hereinafter “IURA”) designated Ithaca Properties a qualified eligible sponsor to acquire the eastern section of Green Street garage Site for the purposes of undertaking an urban renewal project; and
WHEREAS, on December 23, 2019, the IURA endorsed Ithaca Properties’ proposed urban renewal project which includes reconstruction of two public parking decks, street-level active uses and nine to ten upper levels of housing, a portion of which is to be constructed over the eastern section of the Premises; and

WHEREAS, the endorsed urban renewal project program includes below grade private parking, street-level active uses facing both The Commons and East Green Street, reconstruction of two decks of public parking, and 9-10 levels of rental housing of which at least 10% of the units shall be occupied and affordable to households earning up to 80% of Area Median Income; and

WHEREAS, the Ithaca Properties desires to purchase the eastern section of the Garage Site including the air rights attached to the property as more particularly described on Exhibit “A” (the “Premises”); and

WHEREAS, the City has conveyed a purchase option for the Premises to Hotel Ithaca, LLC (“Hotel Ithaca”) pursuant to option and purchase agreement executed on December 18, 2014 which may be exercised during a one-year period commencing on the date the City notifies Hotel Ithaca of its intention to sell the Premises and terminating one year thereafter; and

WHEREAS, Hotel Ithaca, by letter of intent dated December 19, 2019, has notified the City that it intends to relinquish its option to purchase the Premises under terms and conditions as set forth in the letter of intent and specifically, the conditions set forth in items 2, 3, 4 and 6 of the letter of intent which, subject to final negotiation and legislative approval, are generally acceptable to the City with the exception of condition 6(d);

WHEREAS, the City and IURA have agreed to sell the Premises to Ithaca Properties in the event the option conveyed to Hotel Ithaca is relinquished and contingencies contained in this
agreement are satisfied.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Ithaca Properties agree as follows:

1. **The Property:** The City agrees to sell to Ithaca Properties and Ithaca Properties agrees purchase from the City in accordance with the terms and conditions of this agreement all of the following (collectively referred to as the “Premises”):
   
   a. The real property, including all right, title and interest thereon, located in the County of Tompkins, State of New York described on Exhibit “A” annexed hereto.
   
   b. Those rights, privileges, easements and rights of way listed in Exhibit B.
   
   c. All improvements and fixtures located on the Premises.
   
   d. All right, obligation, title and interest of the City in and to a parking agreement between the City and Hotel Ithaca dated October 24, 2014, and defense and indemnification of the City as to any claims asserted against the City in connection with said agreement.

2. **Purchase Price and Deposit:** The total purchase price for the Premises is three hundred fifty thousand dollars ($350,000) (the “Purchase Price”). The Purchase Price will be paid by Ithaca Properties to the City upon the delivery of a deed and other documents in accordance with the terms set forth in this agreement (the “Closing”).

3. **Contingencies for Sale and Purchase:**

Closing of this sale is contingent on approval of the Common Council for the City of Ithaca of an IURA-proposed disposition of The Premises to Ithaca Properties to implement an
IURA-endorsed urban renewal project in compliance with all applicable laws. Ithaca Properties acknowledges that such approval cannot occur prior to completion of environmental review for the proposed project and completion of disposition procedures pursuant to section 507 of General Municipal Law.

Closing of this sale is contingent on execution of an urban renewal development agreement with the IURA that will identify responsibilities of Ithaca Properties and the IURA to implement the urban renewal project at The Premises following conveyance of The Premises.

Closing of this sale is contingent on the receipt by Ithaca Properties or its assignee of Common Council approval for the urban renewal project to be constructed on this site.

Closing is contingent on release of a leasehold mortgage on The Premises held by M&T Bank. IURA and City commit to work in good faith to resolve this encumbrance. The City shall, upon execution of this agreement, promptly seek an agreement from M&T Bank to a release of its leasehold mortgage on the Premises.

Closing is contingent on subdivision or lot line adjustment approval necessary for the IURA to convey The Premises to Ithaca Properties.

4. **Option:** Closing is contingent upon Hotel Ithaca’s relinquishment of its option to purchase the Premises.

5. **Payment to City:** In the event Hotel Ithaca exercises or fails to relinquish its option to purchase the Premises, Ithaca Properties shall pay the City $350,000 upon the Closing of the sale and delivery of title to the Premises to Hotel Ithaca or its assignee. Payment to the City is in consideration of the City’s agreement with Ithaca Properties as contained herein.

6. **Reconstruction of Garage:** As part of the construction by Ithaca Properties of the proposed urban renewal project, Ithaca Properties shall reconstruct the Premises (eastern
portion of the Green Street Parking Garage to contain approximately 130 parking spaces) in accordance with the IURA urban renewal development agreement.

7. **Lease of Parking Garage:** The City shall enter into a mutually agreed upon 30-year lease of the parking garage from Ithaca Properties at a rental to be determined by amortizing all documented, commercially reasonable and verified costs incurred after the completion of demolition associated with the reconstruction of the parking garage over the 30-year term of the lease, excepting mobilization, demolition and clearance of the existing public parking decks, which costs are already factored into the purchase price. The lease term shall commence upon completing construction of the parking garage as indicated by issuance of a certificate of completion or alternative documentation authorizing public utilization of the parking garage. Ithaca Properties shall, not less than 30 days prior to scheduled lease execution, render a detailed itemized statement, certified, notarized and sworn under penalty of perjury, to the City showing the cost, as above defined, for the reconstruction of the garage. The lease shall provide the City with at least two successive options to renew the term of the lease, each for a renewal period of ten years at a rent formula to be included in the urban renewal development agreement that recognizes the initial capital costs have been fully amortized at the completion of the initial 30-year term.

8. **Closing Date:** Closing of the sale of the Premises to Ithaca Properties ("Closing Date") shall be on or about a date which is 30 days from the date when all Contingencies for sale and purchase contained above and in the IURA urban renewal development agreement have been satisfied. The following shall be delivered by the City on the Closing Date:

   (a) **Deed.** Conveyance shall be by warranty deed with lien covenant conveying good and marketable title in fee simple to the Premises, and such
deed shall include an easement and right-of-way for access by pedestrians and vehicles over the central section of the parking garage, situate and adjoining the Premises to the west (the “Central Section of the Garage”). The right-of-way access shall be provided for the entire term (30 years) of the parking agreement between the City and Hotel Ithaca LLC at the Property and shall continue thereafter and unless the Central Section of the Garage is no longer utilized as a parking garage. The above notwithstanding, if at any time after the expiration of the City’s lease with Hotel Ithaca the City ceases to operate the Central Section of the Garage, the City will make a good-faith effort to provide access to the Premises through the same area of the Central Section of the Garage provided that Ithaca Properties pays all costs associated with providing such access. Notwithstanding the foregoing, if at any time it is infeasible or substantially detrimental to the City, the City is under no obligation to develop a plan or design for the Central Section of the Garage to accommodate Ithaca Properties’ access to the Premises provided the Central Section of the Garage is no longer utilized as a parking garage.

(b) The conveyance shall reserve for the City’s benefit such easements and rights-of-way over the Premises, as detailed in Exhibit C, including for the purposes of maintaining public access and use of the stairway at the northeast section of the Green Garage located on the Tax Map Parcel No. 70.-4-4.2, and shall reserve any rights-of-way, easements or access rights required for City utilities;

(c) Diligence Materials: Ithaca Properties shall be responsible, at its sole
expense, for obtaining an updated abstract and any materials required by
Ithaca Properties to review the condition of title, including outstanding liens,
judgments and encumbrances, and to confirm the payment of all taxes,
assessments and other charges related to the Premises. Further, if Ithaca
Properties elects to obtain a survey of the Premises, Ithaca Properties shall be
responsible for the costs associated therewith provided, however, that Ithaca
Properties’ surveyor shall be granted reasonable access to the Premises to
complete such survey;

(d) **Tax Forms:** Ithaca Properties shall prepare and deliver for the IURA’s
review all tax forms required for recordation of a deed in the Tompkin’s
County Clerk’s Office, including the TP-584 and RP-5217;

(e) **Subdivision/Land Division Approval:** If the Premises constitutes
only a portion of a pre-existing parent parcel or is a lot in a subdivision or
part of any other land division, the IURA shall deliver all necessary
documentation to establish that the division has been approved in
accordance with local and state law. Furthermore, if the Premises
constitute only a portion of a pre-existing tax parcel, the IURA shall
obtain a certificate of apportionment from the Assessor’s Office
establishing the percentage of such tax parcel’s assessed value to be
attributed to the Premises;

9. **Closing Adjustments:** Taxes, assessments, water and sewer charges shall
be adjusted to the Closing date. The City shall not be responsible for any taxes or charges that
the City would not have incurred, paid or otherwise been responsible absent Closing under this
agreement.

10. **Condition of Premises at Closing:** The City and IURA shall not transfer or encumber the Premises or any interest in the Premises, other than referenced in this agreement, in any manner that might diminish its value.

    Condition of the Premises shall be “As Is” at Closing with no assurances made by City.

    Ithaca Properties shall have a right to inspect the Premises within 24 hours prior to Closing for the purpose of confirming the condition of the improvements and the City’s maintenance of the Premises.

11. **Closing Expenses:** Ithaca Properties shall pay for title searches and insurance, recording of the deed and other related documents, and shall also pay the required transfer tax, if any, to be attached to the deed.

12. **Risk of Loss:** Risk of loss or damage to the Premises by fire or other causes or casualties until the Closing Date is assumed by the owner in fee of the Premises at the time of the loss or damage.

13. **Rejection of Title:** Ithaca Properties will accept title that any reputable title insurance company retained by Ithaca Properties and licensed to do business in the State of New York shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for this contract. The above notwithstanding, in the event that Ithaca Properties shall raise any objection to the City’s title, which if valid, would render the title unmarketable for the present or intended use as herein expressed, the City and IURA shall exercise all commercially reasonable efforts to cure said title objection as soon as reasonable practicable. The City and IURA further
agrees not to take any actions or permit any actions to be taken that would cause any such code violations.

14. **Representation and Warranties:** The City and IURA have the full power and authority to execute this agreement and all agreements and documents referred to herein and to fully perform as required by this agreement.

15. **Disclosures:** The City and IURA shall disclose to Ithaca Properties any information reasonably known to or reasonably producible by the City or IURA as of execution of this agreement about any of the following matters relating to the Premises and/or any improvements located thereon:

   (a) any violation of any administrative enactments including but not limited to building codes and zoning ordinance;

   (b) any pending or threatened litigation concerning the Premises;

   (c) any written or oral lease, option or agreement of sale, claim or legal proceeding relating to the Premises.

16. **Term of Agreement:** This agreement shall go into effect upon execution hereof. The City shall notify Hotel Ithaca of its intention to sell the Premises within forty-five days from the execution of this agreement. In the event Hotel Ithaca exercises its option then this agreement shall continue in full force and effect until the Closing of the Premises to Hotel Ithaca. If Hotel Ithaca fails to exercise the option on or before the option expiration date, Closing with Ithaca Properties shall take place as set forth herein. Notwithstanding any other provision of this agreement, this agreement shall, at the City’s option, become null and void on or after January 31, 2022 in the event that Ithaca Properties has not closed by that time.

In the event Hotel Ithaca refuses to relinquish its option and notifies the City of its intention to
exercise the option then this agreement shall continue.

17. **Termination of Litigation:** Within five business days of execution of this agreement, Ithaca Properties shall discontinue with prejudice all pending litigation with the City regarding the Premises, including the currently pending appeal at the Appellate Division, Third Department, docket number 528771. Ithaca Properties further represents that it is aware of no other causes of action that it possesses against the City at this time.

18. **Superseding Agreement:** This agreement supersedes any and all agreements and representations that may have been previously made between the parties and states the full agreement of the parties.

19. **Binding Effect and Modification:** This agreement shall bind the parties hereto and their successors and/or assigns and may not be modified except in writing signed by the parties hereto. The terms of this agreement and all written modifications hereto shall survive the Closing.

20. **Remedies:** In addition to any other remedy specifically set forth in this agreement, Ithaca Properties has the right to enforce the provisions of this agreement through an action for specific performance or injunctive relief. The election of any one remedy available under this agreement shall not constitute a waiver of other available remedies.

21. **Counterparts:** This agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

22. **No Waiver:** No provision of this agreement shall be deemed amended or waived unless such amendment or waiver is set forth in writing signed by both parties to this agreement. No act or failure to act by either party shall be deemed a waiver of its rights hereunder and no waiver in any one circumstance or of any one provision shall be deemed a
waiver in other circumstances or of other provisions.

23. **Holidays:** If any date set forth in this agreement or computed pursuant to this agreement falls on a Saturday, Sunday or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.

24. **Headings:** The headings of the paragraphs of this agreement have been inserted only for the purposes of convenience and are not part of this agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this agreement.

25. **Governing Law:** This agreement shall be governed by the laws of the State of New York applicable to contracts made and to be performed entirely within the State of New York. Venue for any disputes shall be exclusively with the courts of Tompkins County, New York State.

26. **Assignment:** Ithaca Properties may assign this agreement without IURA approval only to an entity of which at least 50% ownership interest is held by Ithaca Properties and/or its principals, shareholders or members, and such assignee shall have executed a development agreement with the IURA to undertake the endorsed urban renewal project at The Premises, or accepted assignment of such an IURA development agreement from Ithaca Properties. Such authorized assignment is further conditioned upon submission to the IURA and City of the following information:

(a) The name and address of the assignee, its certificate of incorporation and by-laws if a corporation, or its articles of organization and operating agreement if a limited liability company; and

(b) Identification in writing of the manager(s), member(s) and all persons or
entities with a 15% or more ownership interest in the assignee.

Any other assignment of this agreement shall require prior written authorization of the IURA at its sole discretion.

**IN WITNESS WHEREOF**, the parties hereto have set their hand and seal the day and year first above written.

CITY OF ITHACA

By: ______________________________

ITHACA URBAN RENEWAL AGENCY

By: ______________________________

ITHACA PROPERTIES, LLC

By: ________________________________

Jeffrey Rimland, Managing Member

STATE OF NEW YORK  )
 ) ss:  )
COUNTY OF TOMPKINS  )

On the _______ day of ____________, 2020 before me, the undersigned, personally appeared ____________________________ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) or the person upon behalf of which the individual(s) acted, executed the
instrument.

______________________________
NOTARY PUBLIC
STATE OF NEW YORK  )
COUNTY OF SUFFOLK  ) ss:

On the __________ day of December, 2019 before me, the undersigned, personally appeared JEFFREY RIMLAND, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

____________________________________
NOTARY PUBLIC
December 19, 2019

To:       City of Ithaca
          Office of the City Attorney
          108 East Green Street
          Ithaca, New York 14850
          Attention: Aaron Lavine, City Attorney

Re:       Option and Purchase Agreement between
          City of Ithaca and Hotel Ithaca, LLC dated December 18, 2014 and
          Parking Agreement between City of Ithaca and Hotel Ithaca, LLC
          dated October 24, 2014

Dear Mr. Lavine:

I am aware that Ithaca Properties, Inc. ("Ithaca Properties") has submitted a proposal to the
City of Ithaca ("City") for the purchase of the eastern section of the Green Street Garage ("Garage")
which is the subject of the parking agreement between City and Hotel Ithaca, LLC ("Hotel Owner")
dated October 24, 2014.

The Hotel Owner intends to consent to the purchase by Ithaca Properties of the Garage and
air rights conditioned upon the following:

1. Ithaca Properties shall renovate and reconstruct at its own expense the eastern
   portion of the Garage.

2. The City shall enter into a 30-year leaseback of the Garage effective upon
   completion of the renovation and reconstruction (the expiration of such leaseback to be referred to
   as the "Stated Maturity Date").

3. That during the reconstruction phase, City will provide Hotel Owner with an
   alternate parking facility which is not more than 1,000 linear feet from the Hotel Owner and which
   will accommodate up to 55 designated spaces.
4. The parking agreement between the City and the Hotel Owner dated October 24, 2014 by agreement shall terminate. In its place the City and Hotel Owner shall concurrently enter into a new parking agreement which will incorporate similar terms and conditions to those set forth in the parking agreement dated October 24, 2014 with the exception of the following:
   a. The number of designated parking spaces shall be reduced from 90 to 55;
   b. The fees to be paid by Hotel Owner to the City shall be equal to the garage public parking rate multiplied by 55;
   c. Provided, and to the extent there are additional parking spaces available as determined in the reasonable judgment of the City's Superintendent of Public Works, the City will lease additional parking spaces above 55 at a per diem rate equal to the public parking rate for the garage;
   d. The term of the parking agreement between the City and the Hotel Owner shall expire upon expiration of the lease term provided for in the leaseback agreement between the City and Ithaca Properties (but in no event prior to the Stated Maturity Date);
   e. A memorandum of parking agreement shall be executed by Ithaca Properties, the City and Hotel Owner and recorded on title to the Garage; and
   f. Ithaca Properties will enter into Non-Disturbance Agreement with the Hotel Owner with respect to the parking agreement between the City and Hotel Owner.

5. Upon expiration of the parking agreement between the Hotel Owner and the City, Ithaca Properties or its successors-in-interest will provide parking to the Hotel Owner or any of the Hotel Owner's assignees or successors-in-interest under the following conditions:
   a. The Hotel Owner or its assignees or successors-in-interest are operating as a commercial hotel or other commercial business; and
   b. The parties enter into a new parking agreement, the terms of which will be the same as those set forth in the parking agreement with the City, except that such parking agreement will be a covenant running with the Hotel (and, as such a Memorandum of such parking agreement shall be recorded on title to the Garage).

6. Hotel Owner shall relinquish its option to purchase the Garage as set forth in the option and purchase agreement between the City and Hotel Owner executed on or about December 18, 2014 conditioned on the following:
a. The proposed agreement between the City and Ithaca Properties for the purchase of the Garage and air rights is completed upon terms and conditions agreeable to both of said parties;

b. Ithaca Properties and the City enter into a parking agreement (including the referenced memorandum thereof) with Hotel Owner as provided for herein;

c. Ithaca Properties agrees to be bound by the terms of Paragraph 5 above;

d. Any existing secured indebtedness on the Garage shall be subordinated to the recorded Memorandum of Parking Agreement (via a Non-Disturbance Agreement or otherwise); and

e. Ithaca Properties will use its best efforts to complete the reconstruction of the Garage. The above notwithstanding, Hotel Owner will not condition the relinquishment of its option to purchase the Garage on such best efforts by Ithaca Properties.

Dated: December 18, 2019

Hotel Ithaca, LLC,
a Delaware limited liability company

By:  Ensemble Ithaca Partners, LLC,
a Delaware limited liability company,
its Manager

By:  Ensemble Hotel Partners, LLC,
a California limited liability company,
its Manager

By:  
Name: Michael Moskowitz
Title:  Managing Director
INDIVIDUAL MEMBER FILED RESOLUTIONS:
13.1 Mayor Myrick - Department of Planning and Development - Amendment to Personnel Roster Resolution
WHEREAS, the Planning and Development Department’s Building Division has one vacant Senior Code Inspector position due to an internal promotion, and one vacant new Code Inspector Position approved by Common Council for 2020, and

WHEREAS, recently, interviews were held with qualified applicants for the vacant Code Inspector Position, and

WHEREAS, rather than conducting another lengthy search for a Senior Code Inspector, we are proposing we hire two qualified applicants for Code Inspector and leave the Senior Code Inspector position vacant, and

WHEREAS, due to the extraordinary amount of development in the City currently, and in anticipation of upcoming retirements, it is imperative we start training new code inspectors, and

WHEREAS, Senior Code Inspector is at a higher pay grade than a Code Inspector and no additional funding is needed in the 2020 budget, and there will be a slight cost savings, now therefore be it

RESOLVED, that Common Council hereby amends the 2020 authorized roster as follows:

Add: One (1) Code Inspector (40 hours)

Unfund: One (1) Senior Code Inspector (40 hours)

; and, be it further

RESOLVED, that the above changes shall be funded from within the approved 2020 departmental budget.
14. **MAYOR’S APPOINTMENTS:**
14.1 **Reappointments to Community Police Board – Resolution**

*RESOLVED*, That Johnny L. Wright be reappointed to the Community Police Board with a term to expire December 31, 2022; and, be it further

*RESOLVED*, That Bruce Beem-Miller be reappointed to the Community Police Board with a term to expire December 31, 2022; and, be it further

*RESOLVED*, That Richard Rogers be reappointed to the Community Police Board with a term to expire December 31, 2022.