## AGENDA ITEMS

<table>
<thead>
<tr>
<th>Item</th>
<th>Voting Item</th>
<th>Presenter(s)</th>
<th>Time Allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Call to Order</strong></td>
<td></td>
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<tr>
<td>1.1 Additions to or Deletions from the Agenda</td>
<td></td>
<td>Mayor Svante L. Myrick</td>
<td>10 Mins</td>
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<td>1.2 Proclamations/Awards</td>
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<td>1.3 Special Order of Business</td>
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<td>1.4 Special Presentations Before Council</td>
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<tr>
<td>• Reports of Municipal Officials</td>
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<tr>
<td><strong>2. Petitions and Hearings of Persons before Council</strong></td>
<td>No</td>
<td>*Note: Public Comments can be submitted here: <a href="https://www.cityofithaca.org/FormCenter/Common-Council-16/Public-Comment-Form-95">https://www.cityofithaca.org/FormCenter/Common-Council-16/Public-Comment-Form-95</a></td>
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<tr>
<td>2.1 Petitions and Hearings of Persons before Council</td>
<td>No</td>
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<tr>
<td>2.2 Privilege of the Floor – Mayor and Council</td>
<td>No</td>
<td></td>
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<tr>
<td><strong>3. Consent Agenda Items</strong></td>
<td>Yes</td>
<td>Common Council</td>
<td>5 Mins</td>
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<tr>
<td>.1 HR – Amendment to Budget for a Safety Grant</td>
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<tr>
<td>.2 IFD – Award of Bid for Vehicle Exhaust Extraction</td>
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<tr>
<td>.3 HR – Revision of Job Application Fees</td>
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<td>.4 DPW – Alcohol Permit – Mia Tapas Bar &amp; Restaurant</td>
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<td>.5 DPW – Alcohol Permit – Mahogany Grill Restaurant</td>
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<td>.6 DPW – Alcohol Permit – Luna Street Food Downtown</td>
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<td>.7 DPW – Alcohol Permit – Le Café Cent-Dix</td>
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<td>.8 DPW – Alcohol Permit - Mercato</td>
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<td><strong>4. City Administration Committee Items</strong></td>
<td>No</td>
<td>Chair Mohlenhoff</td>
<td>5 Mins</td>
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<tr>
<td>.1 Report of the City Controller</td>
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<td>City Controller Thayer</td>
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<tr>
<td>Item</td>
<td>Voting Item</td>
<td>Presenter(s)</td>
<td>Time Allotted</td>
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<tr>
<td>5. Planning &amp; Economic Development Committee Items</td>
<td>Yes</td>
<td>Chair Murtagh</td>
<td>20 Mins</td>
</tr>
<tr>
<td>.1 South Cayuga Street Bridge Project – DESIGN ALTERNATIVES DECISION</td>
<td></td>
<td>Bridge Systems Engineer Gebre</td>
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<tr>
<td>A. Alternative #2</td>
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<td>B. Alternative #3</td>
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<tr>
<td>.2 Creation of a Capital Project to Survey the</td>
<td>Yes</td>
<td>Director of Parking &amp;</td>
<td>20 Mins</td>
</tr>
<tr>
<td>Green and Seneca Street Inter-city Bus Locations</td>
<td></td>
<td>Transportation Hathaway</td>
<td></td>
</tr>
<tr>
<td>.3 An Ordinance to Approve a Contingent</td>
<td>Yes</td>
<td>Community Development Director</td>
<td>20 Mins</td>
</tr>
<tr>
<td>Purchase Agreement – East Section of Green</td>
<td></td>
<td>Bohn and Deputy Director of Economic</td>
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<tr>
<td>Street Urban Renewal Project Site</td>
<td></td>
<td>Development Knipe</td>
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<td>.4 Conference Center Analysis - Discussion</td>
<td>Yes</td>
<td></td>
<td></td>
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<tr>
<td>6.1 New Business</td>
<td>Yes</td>
<td>Alderperson Murtagh</td>
<td>20 mins</td>
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<tr>
<td>6.2 Individual Member Filed Resolutions</td>
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<tr>
<td>A. City of Ithaca Resolution of Support for Ithaca</td>
<td></td>
<td>Mayor Myrick</td>
<td>5 mins</td>
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<tr>
<td>Tenants and Landlords</td>
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<tr>
<td>6.3 Mayor’s Appointments</td>
<td>Yes</td>
<td>Staff</td>
<td>10 mins</td>
</tr>
<tr>
<td>A. Appointment to the Planning Board</td>
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<tr>
<td>7.1 Reports of Special Committees</td>
<td>No</td>
<td>Common Council</td>
<td>10 mins</td>
</tr>
<tr>
<td>7.2 Reports of Common Council Liaisons</td>
<td></td>
<td>Staff</td>
<td></td>
</tr>
<tr>
<td>7.3 Report of City Clerk</td>
<td></td>
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<tr>
<td>7.4 Report of City Attorney</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.1 Approval of Minutes</td>
<td>Yes</td>
<td>Common Council</td>
<td>5 mins</td>
</tr>
<tr>
<td>- Approval of January 8, 2020 Minutes</td>
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<tr>
<td>- Approval of February 5, 2020 Minutes</td>
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<td>- Approval of March 4, 2020 Minutes</td>
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<tr>
<td>- Approval of March 11, 2020 Minutes</td>
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<tr>
<td>8.2 Adjournment</td>
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</tbody>
</table>

If you have a disability that requires special arrangements 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.
3.1 Human Resources – Amendment to Budget for a Safety Grant

WHEREAS, the City applied for and received an Occupational Safety and Health Training Education Program Grant from the New York State Department of Labor in the amount of $10,111, and

WHEREAS, the grant will run until July 31, 2020, and provide City staff with various safety training, including, but not limited to confined space, trenching, excavation, lockout/tagout, hazard communications and work zone safety; now, therefore be it

RESOLVED, That Common Council hereby amends the 2020 Authorized Human Resources Budget to account for the $10,111 Safety and Health Training and Education Program Grant from New York State as follows:

Increase Revenue Account:
A1430-3489 NYS Aid Health $ 10,111

Increase Appropriations Account:
A1430-5435 Human Resources Contracts $ 10,111
3.2 IFD – Award of Bid for Vehicle Exhaust Extraction System

WHEREAS, on February 12, 2020, the City of Ithaca posted a Notice to Bidders with specifications for Vehicle Exhaust Evacuation System; and

WHEREAS, on March 5, 2020, the City of Ithaca Controller’s Office received sealed bids from two bidders; and

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

WHEREAS, after review, Chief Parsons recommends the award of the bid be made to Air Cleaning Systems, Inc., 8 Sunset Drive, Latham, NY; now, therefore, be it

RESOLVED, That the Common Council of the City of Ithaca approves the award of a bid and contract in the amount of $186,686 between the City of Ithaca and Air Cleaning Systems, Inc. in accordance to the pricing and bid specifications for Vehicle Exhaust Evacuation System received on March 5, 2020.
To: City Administration

From: Tom Parsons, Fire Chief

cc: Svante Myrick, Mayor

Date: 12 March 2020

Re: Vehicle Exhaust Evacuation System Bid Award

In September of 2019, the City of Ithaca was awarded an Assistance to Firefighters Grant by FEMA for $169,730.00 for the purchase of a Source Capture Exhaust System, also referred to as a Vehicle Exhaust Evacuation System. The grant required a 10% match of $16,973 for a total approved budget of $186,703. Common Council approved the $16,973 as a Capital Project in the 2020 Budget.

On February 12th, 2020, a bid was advertised for a Vehicle Exhaust Evacuation System, which would provide a system in each of the four Ithaca Fire Stations. Bids were received and opened on March 5th, 2020. There were two bidders: Aire-Deb Corp of Alden, NY, and Air Cleaning Systems of Latham, NY. Aire-Deb Corp proposed a MagneGrip Exhaust Removal System for $150,250. Air Cleaning Systems proposed a Plymovent Emergency Vehicle Exhaust System for $186,686.

In the review of the bid documents, while Aire-Deb Corp was the lowest bidder, there were exceptions taken by Aire-Deb Corp and indicated on their bid documents. In addition to the exceptions noted by Aire-Deb Corp, specification documents that were provided with their bid showed that several items proposed to be installed did not comply with the bid specifications established by the City. The items that were found not to comply with the bid specifications were safety features that would protect firefighters from injury if there was equipment failure, materials that were less durable to corrosion and heat, and system components that were not manufactured by MagneGrip.

Air Cleaning Systems proposal met all aspects of bid specifications established by the City. There were no exceptions taken. Included in the Air Cleaning Systems Proposal was to dismantle and remove the existing 30-year-old Nederman Exhaust Removal System as part of the project. This dismantling the current Exhaust Removal System was not included in the Aire-Deb Proposal.

Based on the information provided in both proposals, it is my recommendation that the Bid is awarded to Air Cleaning Systems from Latham NY.
3.3 HR - Revision of Job Application Fees

WHEREAS, Section 50.5(b) of New York State Civil Service Law allows for the establishment of application fees for civil service examinations, and

WHEREAS, the Ithaca Civil Service Commission wishes to revise the established schedule of application fees for the Police Officer and Firefighter examinations, and

WHEREAS, the revision of application fees is subject to the approval of Common Council, now, therefore, be it

RESOLVED, That the Ithaca Civil Service Commission hereby establishes the following schedule of application fees for the Police Officer and Firefighter examinations:

- Tompkins County residents: $15.00
- All other applicants: $50.00

and be it further

RESOLVED, That the above application fees shall be waived for residents of the City of Ithaca, and be it further

RESOLVED, That the above application fees shall be waived for residents of the Town of Ithaca for the Firefighter exam, and be it further

RESOLVED, That pursuant to Section 50.5(b) of New York State Civil Service Law, the above application fees shall be waived for candidates who certify that they are unemployed and primarily responsible for the support of a household and for candidates who are receiving public assistance, and be it further

RESOLVED, That no refunds of application fees shall be provided, and be it further

RESOLVED, That applications submitted without the required application fee or waiver shall be disapproved, and be it further

RESOLVED, That the above schedule of fees shall be implemented immediately.
MEMORANDUM

To: City Administration Committee

From: Valerie Saul, Deputy Director of Human Resources

Date: February 24, 2020

RE: Revision of Civil Service Application Fees for Police Officer and Firefighter Exams

Section 50.5(b) of NYS Civil Service Law allows municipalities to charge application fees for civil service examinations to offset the cost of examination fees charged by the NYS Department of Civil Service, as well as the administrative expenses such as staff time, monitor fees, office supplies and postage, that are incurred due to exams. The application fee schedule requires the approval of both the Civil Service Commission and Common Council.

With the exception of the Police Officer and Firefighter exams, the City of Ithaca does not charge application fees because the cost of the civil service examination process is relatively minimal (approximately $1000 annually), and we do not want to negatively impact our recruitment efforts by requiring candidates to pay to apply for our jobs. In contrast, the Police Officer and Firefighter exams can cost a few thousand dollars each, so an application fee schedule for these two exams was adopted in 2013. The current schedule of fees for the Police Officer and Firefighter exams is as follows:

- City of Ithaca residents: fee waived
- Tompkins County residents: $15
- All other applicants: $75

This schedule of fees was designed to achieve the following goals:

1. Offset the $12.50 per applicant fee charged by the NYSDSC.
2. Offset the administrative costs associated with the exams.
3. Screen out applicants who apply for the exam then fail to appear for it, and eliminate the corresponding expenses associated with their applications.
4. Screen out applicants from other counties who apply for the Ithaca exams to keep their options open, but subsequently drop out of the hiring process because they have no real interest in employment with the City of Ithaca, and eliminate the corresponding expenses associated with their applications.
In view of the current recruitment difficulties that we are experiencing for the Police Officer exam, Chief Nayor and Deputy Chief Monticello met with the Civil Service Commission to request a reduction in the application fee for applicants who live outside of Tompkins County. After a productive discussion, the Civil Service Commission voted to reduce the application fee for outside applicants from $75 to $50. The Civil Service Commission voted to make this adjustment to the outside applicant fee for both the Police Officer and Firefighter exams, to be consistent. The Commission also used the opportunity to address past concerns that have been raised by Town of Ithaca residents about being charged an application fee for the Firefighter exam when the Town of Ithaca makes a significant payment to the City for fire protection services. The Commission voted to waive the Firefighter application fee for Town of Ithaca residents.

The new application fee schedule that the Civil Service Commission has adopted and is recommending to Common Council is as follows:

- City of Ithaca residents: fee waived
- Town of Ithaca residents: fee waived for Firefighter exam
- Tompkins County residents: $15
- All other applicants: $50

The Commission is required by NYS Civil Service Law to waive application fees for unemployed heads of households and individuals receiving public assistance and will continue to do so.
3.4  **Approval of Mia Tapas Bar and Restaurant Alcohol Permit Request - Resolution**

WHEREAS, Mia Tapas Bar and Restaurant has requested permission to utilize certain areas along the Primary Commons 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 Mia Tapas Bar and 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 Mia Tapas Bar and 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.
3.5 **Approval of Mahogany Grill Restaurant Alcohol Permit Request**

WHEREAS, Mahogany Grill 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 the Mahogany Grill 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 Mahogany Grill 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.
3.6 Approval of Luna Street Food Downtown Restaurant Alcohol Permit Request - Resolution

WHEREAS, Luna Street Food Downtown Restaurant has requested permission to utilize certain areas along the Commons 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 Luna Street Food Downtown 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 Luna Street Food Downtown 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.
Le Café Cent-Dix Alcohol Permit Request - Resolution

WHEREAS, the Superintendent of Public Works Office has received a request to allow Le Café Cent-Dix 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 Le Café Cent-Dix, 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 Le Café Cent-Dix 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.
3.8 Mercato Bar and Kitchen Restaurant Alcohol Permit Request - Resolution

WHEREAS, the Superintendent of Public Works Office has received a request to allow Mercato Bar and Kitchen Restaurant 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 Mercato Bar and Kitchen 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 Mercato Bar and Kitchen 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.
WHEREAS, a project for the rehabilitation of the South Cayuga Street Bridge over Six Mile Creek, P.I.N. 375616 (“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 such program to be borne at the ratio of 80% Federal funds and 20% non-Federal funds, and

WHEREAS, the existing South Cayuga Street Bridge (“the Bridge”) is a single span, two-lane multiple steel girder bridge carrying South Cayuga Street over the Six Mile Creek, and

WHEREAS, As part of the approved 2018 budget, Common Council already authorized $155,000 (80% Federal Share and 20% Local Share) to cover the cost of participation in Scoping and Preliminary Design Phases and additional $25,000 (100% Local Share) to cover project administration cost; and

WHEREAS, additional $210,000 (80% Federal and 20% Local Share) project funding for the project made available by the New York State Department of Transportation to cover the cost of participation in Detailed Design; and

WHEREAS, on June 6, 2018, the City of Ithaca Common Council amended CP#848 to add $210,000 for a total of $390,000; and

WHEREAS, currently, the City of Ithaca and project consultant (Delta Engineers, Architects, & Land Surveyors, P.C.) are working on the Project, and

WHEREAS, three possible alternatives for this bridge are being considered: Bridge Alternative #1, which includes bridge rehabilitation (13 ft. lanes/5-5” sidewalks), Bridge Alternative #2, which includes bridge rehabilitation (13 ft. lanes/8ft. sidewalks) including widening the substructure, and Bridge Alternative #3, which includes full bridge replacement (13 ft. lanes/8ft. sidewalks), and

WHEREAS, Department of Public Works has decided to allocate $200,000 in Consolidated Local Street and Highway Improvement Program (CHIPS) fund to be used as a local match to cover construction cost of Alternative #2; and

WHEREAS, the proposed project costs for the alternatives are outlined as follows:

<table>
<thead>
<tr>
<th>Design Alternative</th>
<th>Estimated Total Project</th>
<th>City of Ithaca Share</th>
<th>Federal Highway Administration Share</th>
<th>CHIPS Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>$2,070,000</td>
<td>$434,000</td>
<td>$1,636,000</td>
<td>$0</td>
</tr>
<tr>
<td>#2</td>
<td>$2,564,000</td>
<td>$794,000</td>
<td>$1,570,000</td>
<td>$200,000</td>
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<tr>
<td>#3</td>
<td>$3,840,000</td>
<td>$2,026,000</td>
<td>$1,614,000</td>
<td>$200,000</td>
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WHEREAS, the City of Ithaca Common Council has reviewed the 3 alternatives as presented on March 11, 2020; now, therefore be it

**RESOLVED**, That the City of Ithaca Common Council hereby selects Alternative #2 as the preferred alternative with an estimated total project cost of $2,564,000; and, be it further

**RESOLVED**, That the City of Ithaca Common Council hereby amends CP#848 to add $2,174,000 for a total of $2,564,000; 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 30.97% or $794,000; and it is 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 New York State Department of Transportation thereof, 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 it is further

**RESOLVED**, That this Resolution shall take effect immediately.
5.1 B South Cayuga Street Bridge Project - DESIGN ALTERNATIVES DECISION (Alternative #3) -Resolution

WHEREAS, a project for the replacement of the South Cayuga Street Bridge over Six Mile Creek, P.I.N. 375616 (“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 such program to be borne at the ratio of 80% Federal funds and 20% non-Federal funds, and

WHEREAS, the existing South Cayuga Street Bridge (“the Bridge”) is a single span, two-lane multiple steel girder bridge carrying South Cayuga Street over the Six Mile Creek, and

WHEREAS, As part of the approved 2018 budget, Common Council already authorized $155,000 (80% Federal Share and 20% Local Share) to cover the cost of participation in Scoping and Preliminary Design Phases and additional $25,000 (100% Local Share) to cover project administration cost; and

WHEREAS, additional $210,000 (80% Federal and 20% Local Share) project funding for the project made available by the New York State Department of Transportation to cover the cost of participation in Detailed Design; and

WHEREAS, on June 6, 2018, the City of Ithaca Common Council amended CP#848 to add $210,000 for a total of $390,000; and

WHEREAS, currently, the City of Ithaca and project consultant (Delta Engineers, Architects, & Land Surveyors, P.C.) are working on the Project, and

WHEREAS, three possible alternatives for this bridge are being considered: Bridge Alternative #1, which includes bridge rehabilitation (13 ft. lanes/5-5” sidewalks), Bridge Alternative #2, which includes bridge rehabilitation (13 ft. lanes/ 8ft. sidewalks) including widening the substructure, and Bridge Alternative #3, which includes full bridge replacement (13 ft. lanes/8ft. sidewalks), and

WHEREAS, Department of Public Works has decided to allocate $200,000 in Consolidated Local Street and Highway Improvement Program (CHIPS) fund to be used as a local match to cover construction cost of Alternative #3; and

WHEREAS, the proposed project costs for the alternatives are outlined as follows:

<table>
<thead>
<tr>
<th>Design Alternative</th>
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<td>$794,000</td>
<td>$1,570,000</td>
<td>$200,000</td>
</tr>
<tr>
<td>#3</td>
<td>$3,840,000</td>
<td>$2,026,000</td>
<td>$1,614,000</td>
<td>$200,000</td>
</tr>
</tbody>
</table>
WHEREAS, the City of Ithaca Common Council has reviewed the 3 alternatives as presented on March 11, 2020; now, therefore be it

RESOLVED, That the City of Ithaca Common Council hereby selects Alternative #3 as the preferred alternative with an estimated total project cost of $3,840,000; and, be it further

RESOLVED, That the City of Ithaca Common Council hereby amends CP#848 to add $3,450,000 for a total of $3,840,000; 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 52.8% or $2,026,000; and it is 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 New York State Department of Transportation thereof, 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 it is further

RESOLVED, That this Resolution shall take effect immediately.
This memo is intended to provide information regarding a proposal to reconstruct the South Cayuga Street Bridge Project and to seek design alternative decision from Common Council.

South Cayuga Street Bridge crossing Six Mile Creek is a 71’ span bridge built in 1967 on reconstructed abutments. The project objective is to preserve and prolong the service life of the existing structure by reducing the rate of deterioration of identified deficient bridge elements through cost-effective rehabilitation strategies. The scope of work for the bridge was originally scoped to be a rehabilitation project, where the deck would be replaced, including new railings and lights, and the sub-structure would be repaired as needed. As preliminary engineering progressed, the Engineering office proposed a reallocation of the existing deck width in order to try to make the bridge crossing more pedestrian friendly. The existing deck includes two 5’ wide sidewalks and two 13’ wide travel lanes. Staff wanted to try to get 8’ wide sidewalks on the bridge. This would allow for a 6’ wide clear space and a 1’ wide shy space on either side; it also allows for DPW snow clearing equipment. Staff felt that narrowing the travel lanes to 10’ would be an acceptable option because we are not able to get full width bike lanes (minimum 5 ft. wide) on the bridge and we feel that 13’ is not an adequate lane width to share side by side for a motor vehicle and someone on a bicycle. Instead, we proposed two 8’ wide sidewalks and two 10’ wide travel lanes, which would require people driving and people on bikes to share the lane in-line, one in front of the other. Passing in that zone would not be allowed, but it is not a long distance. The wider sidewalks would be more comfortable for people walking across the bridge currently, but also would be more conducive to increased pedestrian use that might come from development such as the Chainworks project, just a few blocks away.

We submitted the proposed lane widths (8’ sidewalk and 10’ travel lanes) and DOT rejected it as not accommodating people on bicycles. They stated that 10’ wide travel lanes do not meet their design criteria unless there are separate bike lanes. In an urban area, bicycle accommodation is required (we agree), but their criteria finds 13’ shared lanes, marked with sharrows, as the
minimum width for “shared lanes.” After this discussion with DOT and our consultant, Delta Engineers, we asked Delta what it would take to widen the bridge deck to allow for both the 13’ travel lanes and an 8’ sidewalk. The answer is that it would require additional beams under the deck, which would in turn require a widening of the abutments. And, once we got this point in the conversation, we started asking ourselves whether it would make more sense to just reconstruct the bridge altogether. An entirely new bridge would give us a service life of 75 years, whereas a new deck on the existing abutments (even if widened) would put a 75 year deck on a 30 year abutment.

We recognize that one of the biggest factors here is cost. Only the rehabilitation in-kind (Alternative #1) fits within the expected budget. So, while we are asking Common Council to choose an alternative, we understand that either of the bridge widening options (expand on old or build brand new) will require additional budget allocations.

Included with this memo are resolution, existing and proposed bridge plans, and existing and proposed bridge sections.

1. **Bridge Rehabilitation (with 5’-5’ wide sidewalks).** This alternative proposes complete removal and replacement of the bridge’s superstructure without changing the existing bridge dimensions. This alternative addresses the structural deficiencies of the bridge to provide 35 to 40 years’ service life without seeking additional project funding.

   *Alternative #1 Total Project Cost: $2,070,000* (Including contingencies)
   *Alternative #1 City Share: $434,000 (~21% of Alternative #1 Total Project Cost)*

2. **Bridge Rehabilitation (with 8’ wide sidewalks).** This alternative proposes complete removal of superstructure and replacement with a multi-girder bridge with a concrete deck. This alternative also widens the substructures and accommodate two wider (8’) sidewalks to offer safe pedestrian accommodation. This alternative addresses the structural deficiencies of the bridge to provide 35 to 40 years’ service life. The City could use ~$200,000 CHIPS fund for this alternative, but would be responsible for the additional $794,000 project cost.

   *Alternative #2 Total Project Cost: $2,564,000*
   *Alternative #2 City Share: $794,000 (31% of Alternative #2 Total Project Cost)*

3. **Bridge Replacement (with 8’ wide sidewalks).** This alternative proposes complete bridge replacement with a multi-girder bridge and a concrete deck, including two 8’ wide sidewalks. The estimated project cost for this alternative is more than the original Transportation Improvement Program (TIP) grant application with a fixed federal share.
~$200,000 CHIPS fund is also available for this alternative, but the City would be responsible for covering the additional ~$2,000,000 project cost. This alternative is the preferred alternative by the Department of Public Works and could restore the bridge to a condition which provides a minimum of 75-year service life. Besides, the wider sidewalks provide safe pedestrian space on the bridge and accommodate increased pedestrian traffic that would be generated by The Chainworks Development in the coming few years.

Alternative #3 Total Project Cost: $3,840,000  
Alternative #3 City Share: $2,026,000 (~53% of Alternative #3 Total Project Cost)

If you have any questions, please contact me at (607)274-6530 or agebre@cityofithaca.org
EXISTING BRIDGE SECTION
(LOOKING UPSTATION)
REHABILITATION OF SOUTH CAYUGA STREET OVER SIX MILE CREEK

LEGEND
- BRIDGE DECK
- ASPHALT CONCRETE PAVEMENT
- CONCRETE SIDEWALKS
- CONCRETE TEXAS BARRIER

PROPOSED BRIDGE PLAN
REHABILITATION ALTERNATIVE
(5'-5" SIDEWALKS / MAINTAIN EXISTING 26' CURB/CURB WIDTH)
PROPOSED BRIDGE SECTION
REHABILITATION ALTERNATIVE
(5'-5" SIDEWALKS / MAINTAIN EXISTING 26' CURB/CURB WIDTH)
(LOOKING UPSTATION)
REHABILITATION OF SOUTH CAYUGA STREET OVER SIX MILE CREEK

PROPOSED PLAN
REHABILITATION (WIDENING) ALTERNATIVE
(8’ SIDEWALKS / MAINTAIN EXISTING 26’ CURB / CURB WIDTH)
REPLACEMENT OF SOUTH CAYUGA STREET OVER SIX MILE CREEK

PROPOSED PLAN
BRIDGE REPLACEMENT ALTERNATIVE
(8’ SIDEWALKS / MAINTAIN EXISTING 26’ CURB/CURB WIDTH)

LEGEND
BRIDGE DECK
ASPHALT CONCRETE PAVEMENT
CONCRETE SIDEWALKS
CONCRETE TEXAS BARRIER / WINGWALLS
PROPOSED BRIDGE SECTION
BRIDGE REPLACEMENT & REHABILITATION (WIDENING) ALTERNATIVES
(8’ SIDEWALKS / MAINTAIN EXISTING 26’ CURB/CURB WIDTH)

(LOOKING UPSTATION)
5.2 Creation of a Capital Project for the Survey of the Green and Seneca Street Inter-city Bus Locations

WHEREAS, Section 346-31 of the City Code states that no bus shall operate, stop on or stand on any City street, nor shall such bus pick up or discharge passengers on any such City street or curb, or any other public property, or within 200 feet of any City bus stop in the corporate limits of the City of Ithaca, unless a permit is obtained from the Common Council or its designee; and

WHEREAS, Common Council passed resolutions to allow the use of 131 East Green Street and 130 E Seneca Street as intercity bus stops; and

WHEREAS, the operations of inter-city buses in downtown has been an asset to local businesses and provides a convenient connection to TCAT, thereby encouraging use of public transportation; and

WHEREAS, feedback has been received that the current space does not adequately accommodate buses, rideshare vehicles and pedestrians; now, therefore be it

RESOLVED, That Common Council approves the establishment of a capital project in the amount of $25,000, to be funded by bus permit fees, for the purpose of establishing an engineering survey. The survey will be used in the design of an improved bus stop for the inter-city buses at 131 E Green Street and 130 E Seneca Street.
To: Planning and Economic Development Committee Members
From: Jennifer Kusznir, Senior Planner
       Eric Hathaway, Transportation Engineer
Date: March 23, 2020
Re: Downtown Inter City Bus Service on Green and Seneca Streets

This memo is intended to provide an update on the response to the intercity bus service on Green and Seneca Streets and plan for improvements to the bus stops.

At the April Common Council meeting, Council requested staff provide feedback on the Seneca and Green Street intercity bus stops. Staff requested that the intercity bus operators survey their drivers and enclosed is a summary of the responses that were obtained. Overall the drivers responded that the site works well, however, they note that there is often conflict with cars and buses, snow removal is also an issue. Representatives from Green Street Pharmacy, Cinemapolis, and Seneca Place on the Commons were also asked for feedback and their responses are also enclosed. The responses recommended improvements to the bus stops, such as better signage, shelter, and seating.

In addition, we have asked Our Bus to comment on how their service is complying with the clauses in the permit agreement. Enclosed is a summary of comments received from Narinder Singh, Co-Founder and CEO of Our Bus. Singh notes issues with conflict with Uber drivers and other bus operators using the bus space and with being unable to come to an agreement with a local business to use bathrooms. However, they feel confident that the space can accommodate their needs and that they can address the concerns of the City that are included in the permit agreement.

If Common Council decides to continue with the current inter-city bus operations at 131 E Green Street and at 130 E Seneca Street, staff recommends that a formal engineering design of the two locations to improve vehicular and passenger operations be completed. Enclosed please find a draft resolution requesting that the City establish a capital project in the amount of $25,000 for the purpose of hiring a firm to create a formal survey of the bus stop locations. The engineering department will then use this information to create a design for approval by the NYSDOT that would seek to improve:

- Lane geometry
- Bus pull-off ability
- Pedestrian amenities/circulation
- Wayfinding signage
- Street and pedestrian lighting
- Bike facilities
It is not possible to create an accurate estimate of construction costs before a design is completed, however, it is likely that the costs would be in excess of $100,000. Funds collected to date in permit fees should adequately cover the costs of improvements to the site.

Please feel free to contact us with any questions.
Responses on various clauses of the bus permit agreement from Narinder Singh, Co-
Founder and CEO Our Bus

a. To the extent a tour bus operator, which for purposes of this Agreement shall be defined as
any operator dropping off and picking up the same, or substantially the same, passengers, is
stopped in the area of the Premises, even during a time specified in the schedule attached as
Schedule A, Permittee shall instruct drivers to circle until the Premises is available for
Permittee passenger boarding or drop off.

a. Our staff have not seen a tour bus that needed to use the bus stop since operations
began. There have been other charter buses (coach usa, swarthout, etc) that
occasionally we have seen loading groups of their customers at the hotel entrance.
Presumably the passengers are staying at the hotel. The tour bus has not been a
problem at all. Tour buses may start coming in the summer because of the high season
at Niagara Falls. But this would only happen once our schedules start to reduce after
the spring semester is over. Late night issues when cars get parked illegally can be
handled with on street signs. We also think that with time the general public will
understand it 24 hour no parking. We are also planning to set up a time for Ground
staff to cover late hour drop offs and pick ups. Can we have a towing company put a
sign there and we use them if someone parks and leaves the vehicles?

b. Stopping or standing at the above described Premises shall not exceed fifteen minutes
prior to or after Permittee’s departure time as referenced in paragraph 1 above. Buses using
the Seneca Street Inter City Bus stop must be stopped or standing completely within the bus
lane.

b. Our staff have been taking time stamps for when buses arrive and depart. We are
usually able to accomplish a drop-off in 4-7 minutes and a pick up in 10-12 minutes.
The bus companies we use know to instruct their drivers about the 15 minute limit.
They have instructions to arrive at the stop 10 minutes before the scheduled departure,
and to depart as close to on-time as possible.

Below is an extract of the time stamp data:

- Bus-Ourbus MC
  Driver-Gregg
  Arrived -6:50am
  Leaving now-7:00am
- Bus-Martz MCoach
  Driver-Terry Bowen
  Arrived -10:50am
  Leaving now-11:00am
  Passengers-13
- Bus-Martz MC
  Driver-J.Morrison
  Arrived -1:49
  Leaving now-1:51
  Arrival/ drop off
- Martz
  Arrived 5:30
c. Permittee agrees to provide its patrons with accurate information about loading, drop off, and parking options. Permittee agrees to coordinate services with adjacent businesses for use of facilities, e.g., restrooms and shelter from weather conditions.

- c. We provide instructions to passengers on every ticket, that they should not directly block the bus stop, and to use another address for navigation. However, Uber drivers pulling into the bus stop is a challenge. This usually occurs after a bus has dropped off its passengers and departed so we do not have much trouble because of this.

A senior staff member has spent time visiting local businesses to discuss, among other things, a bathroom agreement. However it has been very difficult to convince a small business to permit non-customers into the store to use the bathroom at all hours of the day. We do not think this provision is practical, or even necessary. Our customers tend to leave the bus stop almost immediately and we have not encountered any who ask for a bathroom. The availability of a toilet on the bus satisfies this need. We can also put up signs "respect our neighbors" as we know per Teri email that instances of loud behavior inside hotel have been observed.

d. Bus operators shall only unload luggage and passengers from the sidewalk side of the bus; in no event, shall any bus operator open or allow passengers to access the cargo area from the street side.

d. This is being fully complied with. We have 3 staff members whose responsibilities include assisting passengers with baggage loading and they abide by these rules.

e. Upon notice from the City that snow build up exceeds safe boarding and off-loading, Permittee shall cause such snow bank to be cleared in a timely manner.

e. We have engaged in a business relationship with a snow removal company that will send photos to us of the stop when it appears that it needs to have the snow removed. Furthermore our ground staff team in Ithaca can monitor the snow situation in person, and our customer support team is constantly monitoring the weather in Central New York so that we can be alerted as soon as possible when the possibility of snow presents itself.
a. To the extent a tour bus operator, which for purposes of this Agreement shall be defined as any operator dropping off and picking up the same, or substantially the same, passengers, is stopped in the area of the Premises, even during a time specified in the schedule attached as Schedule A, Permittee shall instruct drivers to circle until the Premises is available for Permittee passenger boarding or drop off.

   a. A handful of times (all of which have been communicated to Samuel) there have been drop offs or pick-ups in front of the hotel. These have all happened after 9p or in the very early morning hours. This happens because there isn’t a ground support person during these times to move the cars blocking the actual bus stop.

b. Stopping or standing at the above described Premises shall not exceed fifteen minutes prior to or after Permittee’s departure time as referenced in paragraph 1 above. Buses using the Seneca Street Inter City Bus stop must be stopped or standing completely within the bus lane.

   a. We have not had any issues with the bus lingering.

c. Permittee agrees to provide its patrons with accurate information about loading, drop off, and parking options. Permittee agrees to coordinate services with adjacent businesses for use of facilities, e.g., restrooms and shelter from weather conditions.

   a. There isn’t a coordination of services—we have been very tolerant of the gathering of individuals waiting for the bus in the "Tioga St" hallway, this is where the bathrooms are located and any and all patrons that pass through Starbucks have access during Starbucks hours of operation.

   Once Starbucks closes our entire building is locked. We do not open doors to let OurBus patrons gather or wait. As I said, we are tolerant—when the gathering becomes sleeping in our hallways, laying down on our furniture, or just too loud for the atmosphere we need to provide to our tenants and guests we ask the group to leave. If we are told they are with Starbucks, we ask them to return to Starbucks. The gathering of people is not our concern, it is the pure lack of care for anyone else in the building with behavior and noise level. This is in no way a reflection on OurBus nor do I feel it is anything OurBus can actually control, it is just how people behave and the larger the group the louder more inappropriate for a business atmosphere it becomes at times.

   So again, we have not asked everyone to leave as they enter or wait, it has been a case by case basis based solely on how respectful of our space the individuals or groups have been. Once the building is locked we do not open our doors...there isn’t the staff available for us to do so and keep the entire building secure.

d. Bus operators shall only unload luggage and passengers from the sidewalk side of the bus; in no event, shall any bus operator open or allow passengers to access the cargo area from the street side.

e. Upon notice from the City that snow build up exceeds safe boarding and off-loading, Permittee shall cause such snow bank to be cleared in a timely manner.

   e. There has been a very good effort by the ground team from OurBus to keep the area clear and safe for loading and unloading.
Inter City Bus Service on Green and Seneca Streets-Bus Driver Survey
March 2020

How do you find the design and operation of the bus terminal? Do you have suggestions for changes?

Answered: 10 Skipped: 0

<table>
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<th>RESPONSES</th>
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<tr>
<td>Excellent</td>
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<tr>
<td>Very good</td>
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<tr>
<td>Fair</td>
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<tr>
<td>Poor</td>
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TOTAL 10

Is there adequate space for you to function and operate the bus in a smooth and safe manner?

Answered: 10 Skipped: 0

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Total Respondents: 10
Q3
Is there adequate space for passengers to load and unload safely and comfortably?
Answered: 10  Skipped: 0

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<td>90.00%</td>
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<tr>
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<td>10.00%</td>
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<td>Total Respondents: 10</td>
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Q4
Is there adequate space for pedestrians and passengers?
Answered: 10  Skipped: 0

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<td>Total</td>
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Q5

Is there adequate signage for busses and for passengers?

Answered: 10  Skipped: 0

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<td>30.00%</td>
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Q6

Are there adequate conveniences for you as a driver and for your passengers (shelter, seating, areas protected from weather)?

Answered: 10  Skipped: 0

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<td>30.00%</td>
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Q7
Is there conflict with other busses?

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<tr>
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Q8
Is there conflict with cars?

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<td>No</td>
<td>50.00%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100.00%</td>
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</table>
Is there conflict with businesses?

- Yes: 10.00% (1 response)
- No: 90.00% (9 responses)

Total Respondents: 10

Do you have any suggestions?

- No
  - 3/12/2020 10:25 AM

- Area needs to be taken care of better. More professional looking. Example: TCAT area.
  - 3/12/2020 8:10 AM

- Better communication with the businesses and the city for snow removal.
  - 3/11/2020 2:16 PM

- Keep monitoring the situation and also find a layover point for the busses. Is there already one, where is it?
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<td>Check monitoring the situation and also find a layover point for the buses. If there is already one, where is it?</td>
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<td>3/11/2020 11:00 AM</td>
<td>Keep Seneca street loading and unloading location</td>
</tr>
<tr>
<td>3/10/2020 5:47 PM</td>
<td>no</td>
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5.3 An Ordinance to Approve 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 March 26, 2020, the Board of Public Works determined that retention of ownership of the Premises is surplus 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,

Ordinance No. ___ - 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 2/21/20, to implement this resolution.

Section 2. Effective Date. 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.
MEMORANDUM

To: City of Ithaca Common Council
Date: March 27, 2020
From: Nels Bohn, Director of Community Development
Subject: Contingent Purchase Agreement – East Section of Green Street Garage

Update
The proposed ordinance to approve the contingent purchase agreement was tabled by Common Council in March at the request of ground floor retail tenants to be displaced by the project. On 3/26/20, the developer modified the project to eliminate upper story construction above retail businesses facing The Commons to eliminate displacement of existing businesses by the project. High rise construction is now limited to the footprint of the Green Street parking garage.

Background
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 to be completed through the site plan approval process.

Cc: J. Cornish, Planning & Development
    A. Lavine, City Attorney
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 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
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
LETTER OF INTENT

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 RESOLUTION
6.2 A. City of Ithaca Resolution of Support for Ithaca Tenants and Landlords

WHEREAS, in response to the outbreak of COVID-19, New York State has mandated certain containment measures, including the closure of schools and non-essential businesses, and

WHEREAS, the containment protocol of COVID-19 in the City of Ithaca continues to have a severe impact on the local economy, leading to widespread job losses and reduction in wages and income of Ithaca residents, and

WHEREAS, New York State has already declared a statewide moratorium on evictions, and New York State Courts have indefinitely suspended all eviction proceedings and pending eviction orders, and

WHEREAS, residents of the City of Ithaca who have suffered job losses or a reduction in income are in additional need of assistance, particularly low-income families, and

WHEREAS, landlords in the City of Ithaca, particularly landlords with smaller property holdings, have been dealt a financial blow by the present crisis and are also in need of assistance, and

WHEREAS, legislation has been introduced in the New York State Senate and the New York State Assembly that would suspend rent payments for 90 days of residential tenants and small business commercial tenants who have suffered a loss of income as a result of government-ordered COVID-19 restrictions, and

WHEREAS, this legislation also provides relief for landlords who are suffering financial hardship as a result of a loss of rent payments, allowing them to waive mortgage payments for a period of 90 days,

WHEREAS, the recently passed federal stimulus bill provides much-needed support in the form of expanded unemployment benefits and direct cash payments to individuals and families, and expands SBA loans for small businesses, and

WHEREAS, additional relief is needed to support unemployed workers, especially undocumented and under-the-table workers, and to extend mortgage forbearance to landlords and help them meet financial obligations such as tax liabilities, utility payments, and insurance premiums,

now, therefore be it,

RESOLVED, That the Common Council of the City of Ithaca hereby urges our state representatives to support Senate bill S8125A and Assembly bill A10224A, which for a 90 day period would suspend the rent payments of residential tenants and small business commercial tenants who have suffered a loss of income as a result of government-ordered COVID-19 restrictions, and suspend mortgage payments for the same period for property owners facing financial hardship as a result of non-payment of rent; and be it further
RESOLVED, That the Common Council of the City of Ithaca urges our state and federal representatives to pair any suspension of rent due to COVID-19 hardship with emergency funding to assist landlords who are facing financial hardship due to non-payment of rent.
6.3 A. **Appointment to the Planning Board**

**RESOLVED,** That C. J. Randall be appointed to the Planning Board with a term to expire December 31, 2022.