



CITY ADMINISTRATION COMMITTEE AGENDA

Date: Wednesday, April 26, 2023
 Time: 6:00 P.M.
 Location: City Hall, 108 E. Green Street 3rd Floor, Council Chambers
 Watch Online: <https://www.youtube.com/@CityofIthacaPublicMeetings>

PLEASE NOTE: The elevator in City Hall is out of service and the meeting room is accessible by stairs only. Remote participation is available and encouraged, however, if you require additional accommodation, please contact the City Clerk at 607-274-6570, option 2.

| ITEM? | Voting Item? | Presenter(s) | Time Allotted |
|---|---------------------------------|--|---|
| 1. Call to Order 1.1 Agenda Review 1.2 Review and Approval of Minutes <i>March 15, 2023, minutes</i> | No Yes | Chair, Robert Cantelmo | 5 Min |
| 2. Petitions and Hearings of Persons Before Council 2.1 Statements from the Public The public can provide short statements during this portion of the meeting. 3 minutes is the maximum time allotted, but the chair reserves the right to modify the amount of time per individual at the start of the meeting. Only the first hour of the meeting is set aside for Public Comment. <i>*Written comments submitted will be compiled and entered into the record.</i> 2.2 Committee Member Response | No No | Sign up for public comment here: https://bit.ly/3pDc1LD *Submit written comments here: https://j.mp/2XUYUdW | 30 Min |
| 3. Consent Agenda 3.1 Amendment to Personnel Roster – GIAC | Yes | | 5 Min |
| 4. Administration, Human Resources, & Policy 4.1 Updated License Agreement Pertaining to Public Parking Lot 4.2 Amendment to Personnel Roster – DPW 4.3 Resolution to Adopt Workforce Diversity Advisory Committee 'Commitment to Equity and Justice Statement' 4.4 HR Report | Yes Yes Yes No | E. Hathaway, Parking Director M. Verbanic, DPW Asst. Supt. S. Michell-Nunn, HR Director S. Michell-Nunn, HR Director | 5 Min 5 Min 10 Min 5 Min |
| 5. Finance, Budget, & Appropriations 5.1 Approval of Police Chief Salary Adjustment | Yes | S. Michell-Nunn, HR Director | 15 Min |
| 6. City Manager Transition 6.1 COW Preparation Discussion | No | D. Mohlenhoff, Chief of Staff | 15 Min |
| 7. Other Business <i>No items submitted this month.</i> | Yes | | |
| 8. Meeting Wrap-Up | | | |
| 8.1 Announcements 8.2 Next Meeting Date: May 24, 2023 8.3 Review Agenda Items for Next Meeting 8.4 Adjourn | No No No Yes | | 5 Min |
| | | Meeting Length Estimate | 100 Min |

3. CONSENT AGENDA

3.1 Amendment to Personnel Roster – GIAC

WHEREAS, the Greater Ithaca Activities Center (GIAC) needs a Program Coordinator position to manage some of its special initiatives including serving as the School Aged Child Care Program Director (SACC); and

WHEREAS, the Mayor and Common Council included this position in the authorized 2023 budget and at the March 1st Common Council meeting, the Mayor and Common Council approved increasing the hours for this position to 25 hours per week to be able to fulfill the demanding responsibilities of a SACC Director and other special events; and

WHEREAS, the distinct responsibilities of this position require minimum qualifications and experience for a SACC director in accordance with the New York State Office of Children and Family Services (OCFS); and

WHEREAS, OCFS is the regulatory and licensing authority for GIAC's youth afterschool program; and

WHEREAS, the regular GIAC Program Coordinator job description and minimum qualifications do not meet the requirements of OCFS, hence the need to create a new title; and

WHEREAS, GIAC'S 2023 operating budget as approved has funding to support this position and no additional funds are needed; now, therefore, be it

RESOLVED, that the Personnel Roster of the Greater Ithaca Activities Center be amended as follows:

Add: One (1) GIAC Program Coordinator – Special Initiatives (25 hours/week)

and be it further

RESOLVED, that the position of GIAC Program Coordinator – Special Initiatives shall be assigned to the CSEA Administrative Unit Compensation Plan at salary grade 15, and be it further

RESOLVED, that for the sole purpose of determining days worked reportable to the New York State and Local Employees Retirement System the standard workday for this position shall be established at seven (7) hours per day (thirty-five (35) hours per week), and be it further

RESOLVED, that funding for this position shall be derived from the approved 2023 departmental budget.

4. ADMINISTRATION, HUMAN RESOURCES, & POLICY

4.1 Resolution to Approve Updated License Agreement Pertaining to Public Parking Lot at West Court and North Fulton Streets

WHEREAS, Wink's Leasing, LLC, owner of Wink's Body Shop located at 720 West Court Street ("Wink's"), and the City of Ithaca have previously been parties to license agreements dated February 26, 2016 and May 13, 2019 whereby Wink's was granted a revocable license authorizing it to use a number of parking spaces in the public parking lot located at the corner of West Court Street and North Fulton Street, Tax Parcel 52.-3-20 ("Public Parking Lot"); and

WHEREAS, Wink's desires to increase the number of spaces licensed in the Public Parking Lot from 21 to 29 spaces; and

WHEREAS, the Director of Parking and Transportation has determined that the Public Parking Lot is underutilized and that licensing an additional 8 spaces to Wink's will not negatively impact the availability of spaces available to the public for permit parking; and

WHEREAS, the City will continue to offer parking permits to the public for the remaining standard and ADA-accessible spaces in the Public Parking Lot; and

WHEREAS, Wink's has agreed to pay a monthly fee of \$35 per space per month for each of the 29 spaces to be licensed; and

WHEREAS, the Superintendent of Public Works does not anticipate any conflicts in the near future with public works uses or needs; be it hereby

RESOLVED, that the Mayor, subject to the advice of the City Attorney, is hereby authorized to execute an updated license agreement with Wink's in a form substantially similar to the draft attached hereto; and be it further

RESOLVED, that the Superintendent of Public Works, subject to the advice of the City Attorney, is hereby authorized to approve future increases or reductions in the number of spaces licensed in the Public Parking Lot or to increase the fees therefor, and to execute any necessary documentation reflecting such changes, without further authorization of Common Council, provided that the City shall at all times retain an appropriate number of spaces available to offer to the public.



CITY OF ITHACA PARKING DIVISION

c/o 108 E. Green Street
Ithaca, New York 14850-6590

PARKING DIVISION LOCATION
202 E. Seneca Street

Telephone: 607/882-2351

Fax: 607/274-6587

To: City Administration Committee Members

From: Eric Hathaway, Director of Transportation and Parking

Date: April 12, 2023

Re: Resolution Regarding Parking Agreement With Wink's Body Shop

I was contacted by Wink's Body Shop to request an increase in the number of parking spots that they lease from the City of Ithaca at the corner of West Court Street and Fulton Street, Tax Parcel 52.-3-20. They currently lease 21 spaces in the public lot and would like to increase it to 29 spaces. The City will still retain 4 spaces in the public lot, including two ADA accessible spaces.

Based on current usage of the lot, I believe this change to the lease is appropriate and will not compromise the ability for the public to access parking in this area.

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**REVOCABLE LICENSE AGREEMENT
FOR CITY PARKING LOT AT
WEST COURT STREET AND FULTON STREET**

THIS AGREEMENT, made this ____ day of _____, 2023, by and between

THE CITY OF ITHACA (“City”)

108 East Green Street
Ithaca, NY 14850

and

WINK’S LEASING, LLC (“Licensee”)

Wink’s Body Shop
720 West Court Street
Ithaca, NY 14850

WITNESSETH THAT:

WHEREAS, the City of Ithaca owns and maintains a public parking lot at the corner of West Court Street and Fulton Street, Tax Parcel 52.-3-20 (the “Public Parking Lot”); and

WHEREAS, the Public Parking Lot parcel was deeded to the City by the New York State Department of Transportation in 2004 after the reconstruction of the “Octopus” and NYS Route 13 contingent on the property remaining as a public parking lot; and

WHEREAS, Licensee, owner of Wink’s Body Shop, located at 722-28 West Court Street, adjacent to the Public Parking Lot, currently licenses 21 spaces within the Public Parking Lot pursuant to an agreement with the City dated May 13, 2019; and

WHEREAS, Licensee has expressed interest in licensing additional parking spaces for use by its customers and the public; and

WHEREAS, the City is amenable to licensing additional spaces to Licensee; now therefore

IT IS HEREBY AGREED, that in consideration of the mutual covenants, monetary consideration, and other valuable consideration described herein:

1. The City of Ithaca hereby licenses twenty-nine (29) spaces in the Public Parking Lot to Licensee. The licensed spaces shall include all spaces located along the eastern boundary of the Public Parking Lot as well as fourteen (14) of the spaces located along the western boundary of the Public Parking lot (“Licensed Premises”). The spaces shall be marked with signage designating them as reserved spaces for the Licensee.

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2. The City shall retain use of the two (2) parking spaces located in the northwest corner of the Public Parking Lot and the two (2) ADA-accessible spaces located in the southwest corner of the Public Parking Lot. These spaces shall be marked with signage designating them as reserved spaces for City permit parking.
3. Licensee agrees to maintain all portions of the Public Parking Lot, including, but not limited to, snow plowing and trash removal. Licensee agrees to keep the area clean and free of trash, debris, and refuse. Licensee further agrees to keep the Licensed Premises in a safe, sound, clean, and serviceable condition, in accordance with all applicable ordinances of the City and such that no hazard is posed to the public from the public's use of or proximity to said premises, and to repair or remove any unsafe or improper structure or thing thereupon, as directed by the City. In the event of Licensee's failure to effect such repair or removal, after notice from the City to do so, the City may carry out the same and charge Licensee and its benefited property for such cost (plus a 25% administrative charge).
4. The City agrees to provide any asphalt repair or related services reasonably needed to keep the Public Parking Lot in good condition and to maintain the signs marking the spaces of the Licensee and the City.
5. Licensee hereby agrees to defend, indemnify and save the City and its officers and employees harmless from any loss, injury or damage arising out of the occupancy or use of the Licensed Premises, by Licensee or its servant or agent, or by any member of the public, or from any negligence or fault of said Licensee or its servants or agents in connection with the maintenance of the Public Parking Lot, or the failure to maintain the same in good repair and safe condition, including attorneys fees and court costs. Licensee acknowledges that it will likewise hold the City harmless from any costs the City may incur, including legal fees, due to any claims which may arise out of Licensee's obstructing, encumbering or occupying any portion of the public area of any adjacent street, including the sidewalk. Licensee also agrees to obtain and keep in force a liability insurance policy for the benefit of the City of Ithaca and naming the City as an additional insured in the amount of one million dollars (\$1,000,000) and to deliver same to the City of Ithaca before use of said premises.
6. Monthly Payments
 - a. Licensee agrees to pay the City of Ithaca monthly rental fee for each parking space within the public parking lot of \$1,015, which represents a fee of \$35 per space for 29 spaces.
 - b. Licensee shall pay the City of Ithaca no later than ten (10) days after receiving an invoice each month.
 - c. Licensee further agrees to pay the City of Ithaca a late payment fee in the amount of 5% of that month's rental fee for monthly payments that are ten (10) or more days late. Licensee's failure to pay shall result in a lien against Licensee's adjacent property (tax map parcel 52.-3-15) in accordance with City Charter Section C-54.

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- d. In the event that the Licensed Premises are reclassified by Tompkins County as taxable, the full amount of assessed taxes shall be incorporated into a corrected Use Fee, as of the date such taxes become due.
7. Notwithstanding any other provisions herein, the License contained herein may be revoked or modified by City (a) upon such notice as is practical, in the event of an emergency that threatens property or the public safety or welfare, or (b) upon at least one month's notice that the Superintendent has determined that Licensee has failed to comply with any substantive term herein, and that Licensee has not cured such breach within the notice period, or (c) upon at least three months' written notice to Licensee that the City's Superintendent of Public Works has determined that the licensed premises is required for a public purpose. Licensee may terminate this agreement, for any reason, upon at least three month's written notice to the City. In the event of such early termination (or modification that affects the amount of land that is licensed), Licensee shall be entitled to a pro-rated refund of the use fee, for the unused portion of the term (or in proportion to the reduced area), provided that Licensee is in compliance with the terms and conditions of this agreement.
8. Licensee shall not discriminate against any employee, applicant for employment, contractor or subcontractor, supplier of materials or services, or program participant because of actual or perceived: age; creed; color; disability; domestic violence victim status; ethnicity; familial status; gender; gender identity or expression; height; immigration or citizenship status; marital status; military status; national origin; predisposing genetic characteristics; race; religion; sex; sexual orientation; socioeconomic status; or weight.
9. Workers Compensation and Disability Coverage: A condition for entry into this agreement is the presentation by the Licensee to the Superintendent of Public Works of proof that Licensee either provides the levels of workers compensation and disability coverage required by the State of New York, or that it is not required to provide such coverage.
10. This Agreement shall be effective as of the date first stated above and shall supersede all prior licenses or agreements regarding the licensing of spaces in the Public Parking Lot to Licensee or its affiliates.

APPROVED AS TO FORM:

Victor Kessler
Assistant City Attorney

Date

CITY OF ITHACA

By: _____
Laura Lewis
Mayor

Date

WINK'S LEASING, LLC

By: _____
Name:
Title:

Date

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

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Laura Lewis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person of which the individual acted, executed the instrument.

Notary Public

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

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person of which the individual acted, executed the instrument.

Notary Public

Attachments:
Certificate of Liability Insurance naming City as Co-insured
Proof of Workers' Compensation

4. ADMINISTRATION, HUMAN RESOURCES, & POLICY

4.2 Amendment to Personnel Roster – DPW

WHEREAS, the Streets & Facilities division of the DPW has a vacant Working Supervisor position, and

WHEREAS, this position has routinely been assigned work within the Highway section of maintaining stormwater infrastructure, and

WHEREAS, the DPW has added a stormwater engineer position to the roster to assist with maintaining compliance with state and federal regulations, and

WHEREAS, this position would align with the organization structure at Streets & Facilities; now, therefore, be it

RESOLVED, that the Personnel Roster of the Streets and Facilities Division of the Department of Public Works be amended as follows:

Add: One (1) Working Supervisor – Stormwater

Delete: One (1) Working Supervisor

and be it further

RESOLVED, that the position of Working Supervisor - Stormwater shall be assigned to the CSEA DPW Unit Compensation Plan at salary grade 8, and be it further

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

RESOLVED, that funding for this position shall be derived from the approved 2023 departmental budget.

4. ADMINISTRATION, HUMAN RESOURCES, & POLICY

4.3 Resolution to Adopt Workforce Diversity Advisory Committee 'Commitment to Equity and Justice Statement'

WHEREAS, the Workforce Diversity Advisory Committee's (WDAC) overall objective of is to improve existing City policies or to propose new policies which will help improve workforce diversity as an integral part of the operations of the City of Ithaca government; and

WHEREAS, the Common Council adopted the current Diversity Statement on December 2, 1998; and

WHEREAS, the WDAC has determined that the City's workforce would be better served by an updated statement more reflective of current diversity practices and initiatives; now, therefore be it

RESOLVED, that the Common Council adopt the Commitment to Equity and Justice Statement to replace the city's Diversity Statement.

Commitment to Equity and Justice Statement

The City of Ithaca is committed to creating an inclusive environment free from barriers that prevent each employee and community member from thriving. This includes changing and adopting systems, policies, procedures, legislation, and processes that have historically and continue to negatively impact members of marginalized groups.

We want the City staff and Ithaca community to achieve its highest potential. To do this, we commit to:

- Educating ourselves on the historic systems that produced the disproportionate outcomes we see today
- Using an equity lens to evaluate all decision-making processes
- Engaging in courageous conversations that may be difficult and bring discomfort
- Acknowledging power differentials and the reality that some folks benefit from the oppression of others

Diversity Statement

The City of Ithaca is committed to a work environment and community governance that values and supports diversity and inclusion. Collectively we will strive to learn about diversity; educate city employees, members of boards and committees and other volunteers; and promote acceptance of the differences of others within our workforce and our community.

Our goal is to strengthen the city's work environment, our government, and our ability to serve our constituents.

In order to accomplish these goals, we will:

- Actively seek employees and volunteers with diverse backgrounds.
- Develop and maintain a work environment that supports and nurtures every individual throughout his or her tenure with the city.
- Continue to develop laws, policies, and procedures governing our workforce and the City of Ithaca that are mindful and inclusive of our diverse community

Adopted by Common Council December 2, 1998

5. FINANCE, BUDGET, & APPROPRIATIONS

5.1 – APPROVAL OF POLICE CHIEF SALARY ADJUSTMENT

WHEREAS, it has become increasingly clear that we are in a very competitive market for recruiting high quality individuals, and

WHEREAS, the City has committed itself to a major transformational journey in Reimagining Public Safety which will improve the safety and wellbeing of all individuals in our community, and

WHEREAS, based on input from Common Council and members of the community through surveys and focus groups, the city will seek an individual who has a proven track record in crime reduction strategies, being community-minded, also able to engage all stakeholders, reform oriented, and committed to social justice, and

WHEREAS, the President of the Executive Search Firm, Public Sector Search and Consulting has advised that due to the challenges facing law enforcement everywhere but particularly in our local climate, a salary increase is necessary to attract the desired candidate, and

WHEREAS, the Police Chief position is currently at a salary grade twelve (12) with a salary range of \$110,460 to \$132,552, the City has been advised that a higher salary may attract the right person, now therefore, be it

RESOLVED, that Common Council hereby acknowledges the unique and extenuating circumstances that exist at this time given the City's difficulty with recruiting law enforcement at all levels and its desire to move forward with implementing the recommendations of Reimagining Public Safety, which is synonymous with reducing crime and improving safety for all, and be it further

RESOLVED, that Common Council authorizes a starting salary of up to \$150,000 and a \$50,000 sign on bonus to be paid evenly over two years for this Police Chief search.