AGENDA

ITHACA URBAN RENEWAL AGENCY (IURA)
ECONOMIC DEVELOPMENT COMMITTEE (EDC)

3:30 P.M., Tuesday, May 17, 2022

I. Call to Order

II. Agenda Additions/Deletions

III. Public Comments (3 min. max.)

IV. Review of Meeting Minutes: March 8, 2022

V. New Business
   A. East Hill Fire Station Urban Renewal Project – resolution
   B. Reaffirm Cherry Street Extension Urban Renewal Project – possible resolution
   C. Amendments to Priority Business Loan Fund - discussion

VI. Other Business
   A. Inlet Island Urban Renewal Project – update
   B. IURA Financials Review: April 2022
   C. Staff Report
   D. CONFIRM: June 7, 2022 and July 2022 meeting dates
   E. Other

VII. Adjournment

PUBLIC COMMENTS

WRITTEN public comments may be e-mailed until 12:00 p.m., the day of the meeting to: cpyott@cityofithaca.org.

Members of the public who would prefer to deliver VERBAL comments at the meeting (3-min. max.) should use above Zoom link and log-in credentials (for video) or dial-in number and log-in credentials (for telephone).

If you have a disability and require accommodation in order to fully participate, please contact the CITY OF ITHACA CLERK’S OFFICE at 274-6570 at least 72 hours prior to the meeting.
I. Call to Order
Chair Proulx called the meeting to order at 3:33 P.M.

II. Agenda Additions/Deletions
None.

III. Public Comments (3-minute max. per person)
None.

IV. Review of Meeting Minutes: February 8, 2022
Dylla moved, seconded by Ackerman, to approve the minutes, with no modifications.

Carried Unanimously: 3-0

V. New Business
A. Draft Small-Scale Manufacturing Action Plan — Discussion
Knipe explained the stakeholders group working on the City’s small-scale manufacturing strategy has completed its draft Action Plan. Any feedback from Committee members would be appreciated. The work on the Action Plan began when the City hired ReCast City to develop a strategy and action plan to increase small-scale manufacturing in Ithaca. The stakeholders group collaborated as part of a cohort of three other cities, which met every 2 weeks over the past year. The stakeholders group initiated the process by generating a list of desired outcomes and goals (e.g., economic diversification; living wage jobs; opportunities for business ownership as a tool for local wealth creation; transforming the West End, West State Street, Cherry Street, and former Emerson Power Transmission site into dynamic destinations). The stakeholders group also generated lists of small-scale manufacturers, property owners, and ‘connectors’; and then conducted structured interviews with them about the challenges and strengths of Ithaca from a business owner’s perspective. The process was further informed by a variety of presentations, visits, and conversations with experts from around the country who have done similar work in other communities.
The stakeholders group then distilled all the information it collected into the draft Action Plan. Some of the Action Plan’s proposed projects could be implemented over next 3-16 months. More detailed information can be reviewed in the Action Plan, as excerpted below:

**Marketing & Branding**
In 2022, we will establish a brand identity for the small-scale manufacturing community in Ithaca, possibly in collaboration with Visit Ithaca and the Community Arts Partnership to leverage and expand upon an existing brand, “Made in Ithaca”. We will use this brand in several ways. First, we will establish a landing page website that promotes our community’s efforts to support small-scale manufacturers. The primary audience for this website will be small-scale manufacturing business owners. They will be able to sign up to receive information about business development resources and opportunities. Second, we will establish an opt-in program in which any local product-based business can self-certify as being part of the “Made in Ithaca” brand. When eligible businesses sign up, they will receive a design package with logos, style guide and other materials such as window decals that they can use to promote their participation. Third, we will launch a storytelling campaign. Initially, we will spotlight twelve to sixteen local product-based businesses to create buzz and excitement.

**Community Building Through Storytelling**
One of the most impactful ways that Ithaca can promote and grow the community of makers is through storytelling: telling the success stories of individual entrepreneurs and startups that are manufacturing their products here in Ithaca. The more successful these startups are, and go on to be, the more our city is known as the place where companies start and grow. We are engaged in our community because we love Ithaca. The stories we will create will provide a depth of connection that creates a meaningful positive connection, and helps grow the maker business community. We will work with our network of partners to spread the stories of these entrepreneurs and startups manufacturing products here in Ithaca, using an approach modeled by Storyvillesocial.com. We envision a 12-16 week campaign with one story published each week, to launch early this summer.

**Business Development Programming & Funding**
In 2022, we will provide direct business development assistance to Ithaca product-based businesses. First, we will establish a “Make it in Ithaca Navigator” role by partnering with existing economic development service providers to:
● Organize and promote existing programs and opportunities, such as referrals to Alliance for Manufacturing & Technology manufacturer resources and others, and referral to existing funding programs (details below);
● Connect small scale manufacturers with expert assistance, mentors, and property owners;
● Distribute periodic e-blasts to promote opportunities to the local maker community and product-based business owners. This will be accomplished through existing staff resources at the DIA, City of Ithaca, and IAED;
● Work with Alternatives Federal Credit Union (AFCU) to expand upon their Business Cents workshops with a series of informational sessions focused on SSM needs; and
● Establish a micro-grant program focused on providing direct assistance to SSMs in the target geographic areas of the City.
Navigators & Existing Funding Opportunities for Small-Scale Manufacturers

“Make it In Ithaca Navigators” will guide local small-scale manufacturers through the process of accessing assistance to help them start and grow their business. We will use a ‘case-management’ approach to ensuring that local product-based businesses are aware, and able to take advantage of, the rich local business development resources that are currently available. Staff at the DIA, City Office of Economic Development, and IAED already provide this service, so in some ways this navigator role will just be about elevating awareness of this resource. But the navigators will also collaborate to develop new targeted informational resources which can be shared with business owners. They will also cultivate a list of business mentors and help match businesses with willing mentors. Finally, they will help funnel entrepreneurs to existing funding opportunities right here in Ithaca.

Zoning to Encourage Small-Scale Manufacturing in Downtown Ithaca

We could work with the City Department of Planning and Development to update the City’s zoning to encourage small scale manufacturing uses targeted geographic areas of the City. Artisan zoning is an approach to land use and development that provides space for small-scale manufacturers that produce little to no vibration, noise, fumes, or other nuisances, meaning they can fit within a wide variety of industrial, commercial, and even residential districts. Planning departments don’t always need a total zoning code overhaul to carve out more spaces for these types of businesses. Cities commonly pursue changes or additions to ordinance language instead of drafting new zoning maps from scratch.

Startup Support

The business development resources proposed for short-term action are aimed primarily at supporting existing product-based businesses. As a next step, we could work to establish new start up assistance tailored to very early-stage entrepreneurs to cultivate new owners and new product-based businesses. CoStarters is a respected national training resource that is expert at partnering with communities to do just that, at low cost to the community, but with high impact in terms of new business ventures launched and success of those businesses. We have met with CoStarters and they are eager to work with us.

Dylla remarked the Action Plan seems excellent. Assuming one focus area would be the agri-business sector, he was a little surprised there was no mention of the Ithaca Farmers Market (IFM), which seems an obvious place for food entrepreneurs. Knipe replied that is a good idea. The stakeholders did have recent discussions with IFM about the shared commercial kitchen feasibility study, which IFM may agree to serve as the fiscal hub for.

Dylla recalled an experience he had in Portland, Oregon. The City identified locations in various neighborhoods and built semi-permanent ‘food pods’, where food trucks could line up, creating a stepping stone for smaller scale food businesses to establish themselves in a more permanent location, which also served as a nice entrepreneurial food-oriented neighborhood amenity, which he had not seen elsewhere.
Knipe responded the Action Plan intentionally focused first on food-product businesses, which make products that can be replicated, packaged, and sold. It set aside retail food businesses for the time being.

Ackerman recalled her experience working with crafts producers and other small producers or manufacturers and the challenge many of them faced was how to sell their products. They could not necessarily get their products into the hands of the people who want them, either because they have not identified those people and how to reach them, or they do not have distribution channels or other venues. She wondered what kind of support system the Action Plan might be able to help establish in terms of assisting people with sales and distribution.

Knipe responded that is a good point. The stakeholders group did hear similar concerns in some of its conversations. The Action Plan addresses it in three ways:

1. Working with Alternatives Federal Credit Union (AFCU) to expand its Business CENTS program to conduct workshops and informational sessions targeted to small-scale manufacturers, focusing on areas like distribution, market development, e-commerce, and pricing.

2. A number of established businesses expressed it would have been helpful if they had had the opportunity to talk with people like Knipe in a mentor-like capacity, so he plans to develop a mentor network of local product businesses, including examining supply chain issues.

3. The Alliance for Manufacturing & Technology (AM&T) is involved in the process and it has considerable expertise with these kinds of small manufacturer issues.

Proulx asked if there were any other issues that arose from the structured interviews that could not be captured in the Action Plan, because they were too large or complex to be able to solve in the short-term. Knipe responded zoning issues were mentioned in some interviews as a barrier to small manufacturers, as well as barriers that were not zoning-related per se, but other types of regulatory barriers (e.g., building permit process).

Knipe explained another challenge is simply the cost of rental space, especially for businesses that need proximity to their markets in more dense/populated areas of the city. It would be best if the City could ensure there is a mix of building types that would be affordable.

Proulx remarked in some ways it would be helpful to have an economic development equivalent of Low-Income Housing Tax Credit (LIHTC) funding to subsidize these kinds of economic development projects. He added the Committee has been disappointed not to see many new, genuine economic development proposals. In future HUD Entitlement Program Action Plans, it would be interested to see LMI-owned businesses involved in the application process, as the next step in their development. Ackerman and Dylla agreed.
VI. Old/Other Business

A. HUD 2022 Action Plan: Funding Applications Review — Recommendation to IURA Board

<table>
<thead>
<tr>
<th>Project</th>
<th>Sponsor</th>
<th>Request</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green Job Opportunities Through Reuse Training</td>
<td>Finger Lakes ReUse, Inc.</td>
<td>$61,934.65</td>
<td>Funding for job training for LMI populations and placement of at least 8 LMI adults with employment barriers into permanent unsubsidized positions.</td>
</tr>
<tr>
<td>Work Preserve Job Training: Job Placements</td>
<td>Historic Ithaca, Inc.</td>
<td>$67,500.00</td>
<td>Funding for staff salaries and participant stipends leading to job placements of 5 LMI individuals, following job-readiness training.</td>
</tr>
<tr>
<td>Hospitality Employment Training Program (HETP)</td>
<td>Greater Ithaca Activities Center, Inc.</td>
<td>$100,000.00</td>
<td>Staff, supplies, stipends, and professional fees to train 10 and place 8 LMI adults with employment barriers into hospitality and office/administrative positions.</td>
</tr>
</tbody>
</table>

Bohn explained he has revised his original projection for what would be available to allocate to the Economic Development Loan Fund. The recent $150,000 loan to Finger Lakes ReUse, Inc. (FLRU), which includes $51,974.40 in new funding, will decrease available loan funds to $170,000. Since the IURA currently receives approximately $11,000/month in loan repayments, the available funds would then increase to ~$230,000 by the beginning of the IURA’s Program Year (August 1st). Bohn also recently met with a prospective loan applicant seeking a $100,000 loan for a brewpub project. Assuming that loan is issued, only $130,000 in loan funds would remain, which is relatively little to meet upcoming needs, especially given the economy’s emergence from the COVID-19 pandemic. As a result, he recommends allocating at least $50,000 to the loan fund in 2022. Regarding the Hospitality Employment Training Program (HETP), Bohn noted it currently has approximately $175,000 available to spend from its PY2020 and PY2021 awards, which should be sufficient to sustain it through 2022. HETP should be able to continue operating with a $50,000 allocation in 2022.

Proulx remarked that allocating ~$230,000 in total 2022 Economic Development funding seems sensible. No objections were raised.

<table>
<thead>
<tr>
<th>Committee Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project</td>
</tr>
<tr>
<td>Green Job Opportunities Through Reuse Training</td>
</tr>
<tr>
<td>Work Preserve Job Training: Job Placements</td>
</tr>
<tr>
<td>Hospitality Employment Training Program (HETP)</td>
</tr>
<tr>
<td>Economic Development Loan Fund</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
</tr>
</tbody>
</table>
B. IURA Financials Review: January 2022
Bohn reported all CDBG and HOME projects are in good standing in terms of expenditures and overall progress, with the exception of a few slow moving CDBG-CV projects (e.g., Salvation Army’s homeowner mortgage payment assistance project. All loan payments are current, except the Canopy Hotel, which owes interest-only payments for one month in 2020, and Diane’s Downtown Auto, which had otherwise been doing well for several years. Tompkins Community Action also had a problem with mail service, but he does not believe that should be a serious issue. Lease payments are also in good standing, with the exception of Southside Community Center (SCC).

C. Staff Report
Bohn noted that HUD’s Annual Community Assessment (ACA) Report, covering August 1, 2020-July 31, 2021, is contained in the meeting agenda packet. It concludes:

1. The City has carried out its program substantially as described in its Consolidated Plan submission.
2. The Consolidated Plan submission as implemented complies with the requirements of the Housing and Community Development Act of 1974, and other applicable laws and regulations.
3. The City has the continuing capacity to carry out the approved program in a timely manner.

D. Other
Proulx remarked that he is committed to filling the Committee vacancy relatively soon. Bohn recalled Hamilton had suggested Heather Sanford to fill the vacancy.

VII. Adjournment
The meeting was adjourned by consensus at 4:43 P.M.

— END —

Minutes prepared by C. Pyott, edited by N. Bohn.
Proposed Resolution
IURA Economic Development Committee
May 17, 2022

East Hill Fire Station Urban Renewal Project – Accept Transfer of Property and Assignment of Option to IURA to Structure a Proposed Disposition and Development Agreement

WHEREAS, the City of Ithaca Common Council desires to relocate the East Hill Fire Station, also known as Fire Station #2, currently located at 309 College Avenue, and

WHEREAS, in connection with the relocation and to raise funds for the construction of the new station, the City seeks to sell the existing 309 College Avenue parcel, which will be decommissioned as a fire station following the relocation, and

WHEREAS, the City issued Requests For Expressions of Interest (“RFEI”) regarding the 309 College Avenue site on July 12, 2018, and February 5, 2021, and

WHEREAS, the City received and reviewed responses submitted to the RFEIs, and

WHEREAS, 311 CA Associates, LLC (“Developer”) expressed interest through the RFEI process in acquiring the existing 309 College Avenue site in exchange for cash consideration and an alternative site for the East Hill Fire Station, and

WHEREAS, the City entered into an option agreement with Developer dated February 22, 2022 (“Option Agreement”) that permits, but does not require, the City to sell 309 College Avenue to Developer in exchange for two parcels located at 403 Elmwood Avenue and 408 Dryden Road in addition to cash consideration of $5.1 million dollars to be paid to the City on the terms contained within the Option Agreement, and

WHEREAS, Section 507 of General Municipal Law authorizes disposition of real property without auction or sealed bid via an urban renewal process, and

WHEREAS, 309 College Avenue is located within the Ithaca Urban Renewal Project Area, and

WHEREAS, the Common Council requests the Ithaca Urban Renewal Agency (“IURA”) review the terms of the proposed Option Agreement and structure a proposed disposition agreement to relocate the East Hill Fire Station; now, therefore, be it

RESOLVED, that the IURA Chairperson, subject to review by the IURA legal counsel, is hereby authorized to execute agreements to (1) accept transfer the 309 College Avenue site from the
City via a City/IURA option agreement, (2) accept assignment from the City of the Option Agreement executed between the City of Ithaca and 311 CA Associates, LLC, dated 2/22/22, and (3) execute any other such documents as may be necessary to enable IURA to undertake an urban renewal procedure for a negotiated acquisition and sales agreement to facilitate relocation of the East Hill Fire Station, and be it further

RESOLVED, that neither the option to transfer ownership of 309 College Avenue parcel to the IURA nor the assigned Option Agreement with the Developer shall be exercised by IURA, without further approval of the Common Council, and be it further

RESOLVED, that IURA shall be reimbursed for all reasonable costs incurred to structure the proposed acquisition and sale agreement.
Proposal for a New East Hill Fire Station
Ithaca Fire Station Number 2
## 4/14/22 Fiscal Analysis - Construct New East Hill Fire Station

### Uses of Funds (projected 2023 cost)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Acquisition</td>
<td>$</td>
</tr>
<tr>
<td>Construction Hard Costs (13,000 sf)</td>
<td>$7,353,000</td>
</tr>
<tr>
<td>Soft Costs</td>
<td>$1,057,000</td>
</tr>
<tr>
<td>Furnishings, Fixtures &amp; Equipment</td>
<td>$339,000</td>
</tr>
<tr>
<td>Electric Vehicle Support</td>
<td>$300,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$9,049,000</strong></td>
</tr>
</tbody>
</table>

### Sources of Funds

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Empire State Devel. Grant</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Sale Proceeds - 309 College Ave*</td>
<td>$5,100,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$6,100,000</strong></td>
</tr>
</tbody>
</table>

#### Net Construction Cost

**$2,949,000**

#### Avoided Mechanical/Electrical Repairs to Existing Fire Station

**$(1,500,000)$**

#### Net City Cost for New Fire Station

**$1,449,000**

*Note - Sales proceeds decrease by $200,000 if fire station not conveyed by 2/29/24

Preliminary 2021 cost estimates are inflated by 6% to account for anticipated cost escalation.
Property Tax Impact - Redevelopment of East Hill Fire Station

Annual -
- Est. Value Removed From Tax Rolls: $ (1,500,000)
- Est. Value Added to Tax Rolls: $ 8,800,000
- Net Change - Assessed Value: $ 7,300,000
- 2022 City tax rate/$1,000: $ 11.89
Annual Net Tax Revenues Upon Project Completion: $ 87,000

Present Value of Increased City Property Taxes Over 20 years: $ 1,294,000

Comps for Assessed Value of Build-Out at 309 College Ave

<table>
<thead>
<tr>
<th>2022 Prelim. Assessment</th>
<th>sq. ft. of land</th>
<th>value/sf</th>
</tr>
</thead>
<tbody>
<tr>
<td>205 Dryden Rd (Kraftees)</td>
<td>$ 4,000,000</td>
<td>4,300</td>
</tr>
<tr>
<td>407 College Ave (Student Agencies)</td>
<td>$ 7,100,000</td>
<td>7,590</td>
</tr>
<tr>
<td>201 College Ave (Lux)</td>
<td>$ 9,300,000</td>
<td>7,540</td>
</tr>
<tr>
<td>Average:</td>
<td>$ 1,033</td>
<td></td>
</tr>
<tr>
<td>309 College Ave</td>
<td>$ 8,800,000</td>
<td>8,520</td>
</tr>
</tbody>
</table>
OPTION AGREEMENT

This OPTION AGREEMENT (the “Option Agreement”) is made as of the 22nd day of February, 2022, between 311 CA Associates, LLC, a New York limited liability company having an address at 15 Thornwood Drive, P.O. Box 4860, Ithaca, New York 14852-4860 Attn: Philip Proujansky (“Developer”) and the City of Ithaca, a municipal corporation having an address at 108 East Green Street, Ithaca, New York 14850 Attn: Mayor’s Office (“City”).

Developer and the City hereby covenant and agree as follows:

1. Grant of Option. Developer (i) as Agent for its affiliate 403 EW Associates, LLC, a New York limited liability company which is the owner of that certain real property located in the City of Ithaca, New York, together with all buildings and improvements thereon, known as 403 Elmwood Avenue (Tax Parcel 64.-3-7), and (ii) as Agent for an affiliated New York limited liability company to be formed that is the contract purchaser of that certain real property located in the City of Ithaca, New York, together with all buildings and improvements thereon, known as 408 Dryden Road (Tax Parcel 64.-3-6) (collectively, for purposes of this Agreement referred to as the “Developer Parcels”), hereby grants to the City an exclusive option (the “Option”) to purchase the Developer Parcels in AS IS CONDITION on the terms and conditions set forth herein, contingent upon Developer’s affiliate acquiring good and marketable fee title to the property at 408 Dryden Road. In consideration for the Option, and in the event the City elects to exercise the Option, the City hereby grants to Developer the right to purchase that certain real property located in the City of Ithaca, New York, together with all buildings and improvements thereon, owned by the City and known as 309 College Avenue (Tax Parcel 64.-10-17.2) (the “City Parcel”), on the terms and conditions set forth herein. Developer agrees not to offer any part of the Developer Parcels to any other party for sale prior to the Option Expiration Date, as defined herein, and likewise the City agrees not to offer any part of the City Parcel to any other party for sale prior to the Option Expiration Date.

2. Option Price. The price of this Option is $30,000 (the “Option Price”), which shall be paid by the City to the Developer within ten (10) business days of the execution and delivery of this Option Agreement by both parties. If the City exercises the Option pursuant to this Option Agreement, the Option Price shall be refunded to the City as described in Section 5(b) of this Option Agreement. If the City does not exercise the Option on or before the Option Expiration Date, as defined herein, Developer shall retain the Option Price.

3. Exercise of Option. If the City desires to exercise the Option, the City shall do so by delivering to Developer written notice of such exercise on or before September 15, 2022 (the “Option Expiration Date”). Upon delivery of such notice, the parties acknowledge and agree that this Option Agreement shall, effective upon the date of such exercise, become an agreement for the purchase and sale of real property in accordance with the
terms and conditions set forth in this Option Agreement (the “Transaction”). If the City does not exercise the Option by written notice on or before the Option Expiration Date, Developer shall retain the Option Price and the Option shall expire and be of no further force or effect.

4. Extension of Option Period by Developer. Notwithstanding the foregoing, Developer may, in its sole discretion, extend the Option Expiration Date for a period of sixty (60) days (the “Extension Period”) to November 15, 2022 (the “Extended Option Expiration Date”). In the event that Developer elects to extend the Option Expiration Date, all provisions of this Option Agreement, including the refund of the Option Price contemplated in Section 5(b), shall apply during such Extension Period and all references in this Option Agreement to the Option Expiration Date shall be deemed to refer to the Extended Option Expiration Date. If Developer elects to extend the Option Expiration Date and the City does not exercise the option on or before the Extended Option Expiration Date, Developer shall retain the Option Price and the Option shall expire and be of no further force or effect.

5. Transaction. Upon the City’s timely and proper exercise of the Option, the parties shall be obligated to, and shall, enter into the Transaction (as defined in paragraph 3 above) on the following terms:

a. On a date to be agreed upon by the parties, but no later than sixty (60) days following the exercise of the Option unless such time is extended by mutual agreement of the parties, Developer shall transfer title to the Developer Parcels to the City. The date of such transfer shall be referred to herein as the “Closing Date”.

b. On the Closing Date, Developer shall pay the City $600,000 as an initial payment, and an additional $30,000 representing a refund of the Option Price paid by the City as described in Section 2 of this Option Agreement.

c. On the Closing Date, Developer shall deliver to the City a letter of credit from a bank or other financial institution on terms reasonably acceptable to the City in the amount of $4,500,000 to secure full payment of the purchase price for the City Parcel (as defined in paragraph [g] below).

d. On the Closing Date, the City shall place into escrow with Stewart Title Insurance Company or such other escrow agent as shall be mutually agreed upon by the parties (the “Escrow Agent”) the signed deed to the City Parcel in recordable form (the “Deed”); the signed Real Property Transfer Report (“RP-5217”); the signed Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from Payment of Estimated Personal Income Tax (“TP-584”); and a Resolution passed by the City authorizing the
transfer of the City Parcel to Developer and the execution of such documents as required to consummate such transfer.

e. The Developer shall make additional payments to the City in consideration for the transfer of title to the City Parcel to the Developer according to the following schedule:
   i. October 15, 2022: $800,000
   ii. December 31, 2022: $800,000
   iii. March 1, 2023: $800,000
   iv. June 1, 2023: $800,000
   v. September 1, 2023: $800,000
   If Developer elects to extend the Option Expiration Date pursuant to paragraph 4 of this agreement, the October 15, 2022 payment described above shall be made on December 15, 2022. All other payment dates shall remain the same.

f. Title to the City Parcel shall then be good and marketable and the Deed to the City Parcel, the RP-5217, the TP-584 and the Resolution shall be released to the Developer from escrow on the earlier of the following:
   i. As soon as is practicable following City’s written notification to Developer and the Escrow Agent that the signed documents identified in f above shall be released from escrow and title is to be transferred to Developer, which transfer of title shall occur no later than the sixtieth (60th) day following the City’s completion of a new fire station on the Developer Parcels, or
   ii. On May 15, 2024.

g. Upon delivery of the original Deed, the RP-5217, the TP-584 and the City’s Resolution for transfer of the City Parcel to Developer pursuant to paragraph f above, Developer shall pay the City a final payment in the following amount:
   i. If the City’s written notification described in Section 5(f)(i) above is delivered on or before January 31, 2024: $500,000, resulting in a final purchase price of $5,100,000 for the City Parcel in addition to the prior conveyance of the Developer Parcels to the City, which will then be valued for purposes of the Transaction at Developer’s cost basis.
   ii. If the City’s written notification described in Section 5(f)(i) above is delivered on or after February 1, 2024: $300,000, resulting in a final purchase price of $4,900,000 in addition to the prior conveyance of the Developer Parcels to the City, which will then be valued for purposes of the Transaction at Developer’s cost basis.

h. The Developer Parcels shall be delivered to the City free of any leasehold or similar interests, tenants, or occupants.
i. The Developer Parcels shall be delivered to the City free of any mortgages, liens, unpaid taxes, or other encumbrances.

j. The Developer shall have no obligation to make any improvements or repairs to the Developer Parcels or either of them, nor shall the City have any obligation to make any improvements or repairs to the City Parcel.

k. If Developer has satisfied all of Developer's obligations hereunder, City shall not object to, refuse to permit, or otherwise cause a delay in, the release by the Escrow Agent to Developer of the deed and related documents needed to transfer title to the City Parcel to the Developer not later than the latest permissible date specified in paragraph f above. Such an action by the City with respect to the release of the documents from escrow shall be a default under this Option Agreement. In the event that such latest permissible release date in paragraph f is not met due to any breach of this Option Agreement by the City, then and in such event the City shall pay to Developer liquidated damages in the amount of $5,000.00 per week until such time as the deed and related documents are released from escrow.

6. Additional Documentation. Developer and the City covenant to execute any and all documentation reasonably necessary to consummate the Transaction on the terms described herein, including without limitation deeds, affidavits, certificates, escrow agreements, and any additional agreements, if the City should exercise the Option as provided in this Option Agreement. Each party shall bear its own costs in connection with the negotiation, preparation, and execution of any such documentation unless another arrangement is agreed to by the parties.

7. Additional Terms; Modification of Transaction. Either the City or the Developer may request any additional or different terms for the Transaction prior to the City's exercise of the Option. Developer and City each covenant to negotiate on such additional or different terms in good faith. If no agreement is reached following such good-faith negotiation, the terms specified in this Option Agreement shall apply to the Transaction.

8. Marketable Title. Developer warrants and represents to City that 403 EW Associates, LLC has marketable title to the Developer Parcel at 403 Elmwood Avenue as of the date of this Option Agreement and that Developer possesses the ability to legally compel 403 EW Associates, LLC to satisfy Developer's obligations under this Option Agreement, as such obligations pertain to the Developer Parcel at 403 Elmwood Avenue. Developer also warrants and represents that its affiliate has the contractual right to acquire marketable title to the Developer Parcel at 408 Dryden Road as of the date of this Option Agreement, and that Developer possesses the ability to legally compel its affiliate to satisfy Developer's obligations under this Option Agreement, as such obligations pertain to the Developer Parcel at 408 Dryden Road. Developer further warrants and represents that
Developer or its affiliate shall acquire marketable title to the Developer Parcel at 408 Dryden Road on or before July 15, 2022 and thereafter maintain such title as provided in this Section. Developer shall cause marketable title to the Developer Parcels to be maintained as follows:

(i) if the Option is exercised, until the transfer of title to the City; or
(ii) if the Option is not exercised, until the Option Expiration Date.

If Developer fails to obtain and maintain marketable title as provided under this Section and the City elects not to proceed with the Transaction in lieu of seeking specific performance, the Option Price shall be refunded to the City with interest at 10% per annum calculated from the date of this Option Agreement to the date of payment of the refund.

The City warrants and represents to Developer that the City has marketable title to the City Parcel as of the date of this Option Agreement and the City shall cause marketable title to the City Parcel to be maintained until the date on which the City Parcel is conveyed to Developer pursuant to the terms of this Option Agreement or, if the City does not elect to exercise the Option, until the Option Expiration Date.

9. **Proof of Title.** Developer shall provide the City with an up-to-date Abstract of Title and a current survey of each of the Developer Parcels, and upon City’s request, a copy of the recorded deed transferring each such Parcel to Developer and closing statements. City shall, at City’s cost and expense, provide Developer with an up-to-date Abstract of Title and current survey of the City Parcel.

10. **Access to Developer Parcels.** Prior to the City’s exercise of the Option, and if the Option is exercised, up until the Closing Date, Developer shall permit the City and its authorized agents and contractors to have access to the Developer Parcels for purposes of performing necessary inspections and testing, including without limitation for geotechnical purposes, in preparation for exercise of the Option and construction of a new structure on the Developer Parcels. Access to the interior of existing structures shall only be included in the Developer’s reasoned discretion. Prior to such entry upon the Developer Parcels, City shall provide a certificate naming Developer as an additional insured on its liability insurance policies or its self-insurance, and shall require that any agent or contractor retained by the City to enter upon the Developer Parcels or either of them to perform such inspections or testing provide a similar certificate naming Developer as an additional insured. City shall indemnify and hold Developer harmless from and against any and all claims, loss, cost, damage, liability, and expense sustained or incurred by Developer as a result of or caused by the entry upon the Developer Parcels, by the City, its agents, contractors or representatives, as well as for any damage caused to either of the Developer Parcels as a result of such entry.

11. **Assignment and Designees.** The City may assign its rights and obligations under this Option Agreement to a City-affiliated agency or entity, including the Ithaca Urban
Renewal Agency, or otherwise designate said agency or entity as its agent, for the purposes of exercising this Option Agreement and/or consummating the Transaction contemplated hereunder. Written notice of such assignment or designation by the City is required and in the event of such an assignment of designation, City shall not be released or relieved of or from the performance of its obligations and responsibilities under this Option Agreement. Developer shall not assign its rights or obligations under this Option Agreement without the written consent of the City.

12. Time. Time is of the essence with respect to all dates in this Option Agreement.

13. Entire Agreement. All prior understandings and agreements between Seller and Purchaser are merged in this Option Agreement, which completely expresses their agreement. It has been entered into after full investigation, with each Party having the opportunity to seek advice of counsel, and neither party relies upon any statements that are not set forth in this Option Agreement.

14. Choice of Law. This Option Agreement and the Transaction contemplated hereunder shall be governed in all respects by the laws of the State of New York, without regard to its choice-of-law principles.

15. Venue. Venue for any legal proceeding relating to or arising from this Option Agreement or the Transaction contemplated hereunder shall exclusively lie in a court of competent jurisdiction located in Tompkins County, New York.

16. Attorney Fees. In the event of any dispute relating to or arising from this Option Agreement or the Transaction contemplated hereunder, each party is to bear its own costs for attorney fees.

17. Cost of this Agreement. Each party shall bear its own costs in connection with the negotiation and/or execution of this Option Agreement.

18. No Brokers. Neither party has engaged any third party as broker and neither party has become obligated to pay any broker's commission or finder's fee in connection with the transactions contemplated by this Option Agreement.

19. Joint Drafting. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

20. Modifications; Binding Effect. This agreement may not be modified or cancelled except in writing signed by both Developer and City. This Option Agreement when fully
executed shall apply to, bind, and be enforceable against the parties hereto and their respective heirs, successors, and assigns.

21. Notice. Written notice shall be provided to the parties by hand, by U.S. Certified Mail, or by overnight delivery at the following addresses:

DEVELOPER

311 CA Associates, LC
15 Thornwood Drive, P.O. Box 4860
Ithaca, New York 14852-4860
Attn: Philip Proujansky

With a copy to:

Hancock Estabrook, LLP
100 Madison Street, Suite 1800
Syracuse, New York 13202
Attn: C. Daniel Shulman, Esq.

CITY OF ITHACA

City of Ithaca
ATTN: Mayor’s Office
108 E. Green Street
Ithaca, New York 14850

With a copy to:

City of Ithaca
ATTN: City Attorney
108 E. Green Street
Ithaca, New York 14850

Notice shall be effective as of the date such notice is posted, regardless of the date on which it is received. A copy of any written notice shall also be sent to each party by electronic mail at addresses designated by the parties. The parties may, by electronic mail or otherwise in writing, mutually consent to waive any requirement of physical written notice provided in this Option Agreement.

22. Counterparts. This agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.
23. **Severability.** If any provision of this Option Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Option Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Option Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

24. **Confidentiality.** City agrees that, prior to the execution of this Option Agreement by both parties and thereafter, City will keep the existence of this Option Agreement confidential, will not make any public disclosure of this Option Agreement, will not release any information to the public regarding the transaction contemplated herein, and will not commence any public process for the approval of the location, design and construction of the new fire station, until the earlier of (a) Developer's written notice, for which email shall suffice, to the City waiving such confidentiality requirement, or (b) March 10, 2022. In consideration of City’s incorporation of this paragraph into the Option Agreement, Developer has agreed to extend all previously-negotiated dates in this Option Agreement, resulting in the dates now reflected throughout the Agreement.

25. **Extension of Confidentiality.** Developer may, in its sole discretion, elect to extend the date until which the confidentiality requirement set forth in Section 24 of this Option Agreement is in effect to April 10, 2022. Written notice, for which email shall suffice, of such election to extend the confidentiality period shall be provided to the City on or before March 7, 2022; if such notice is not provided on or before March 7, 2022, the confidentiality period shall expire as provided in Section 24 of this Option Agreement. If Developer elects to extend the confidentiality period, the following dates shall be extended as follows:

<table>
<thead>
<tr>
<th>Section</th>
<th>Date Description</th>
<th>Original Date</th>
<th>New Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Option Expiration Date</td>
<td>September 15, 2022</td>
<td>October 15, 2022</td>
</tr>
<tr>
<td>4</td>
<td>Extended Option Expiration Date</td>
<td>November 15, 2022</td>
<td>December 15, 2022</td>
</tr>
<tr>
<td>5(e)(i)</td>
<td>First Additional Payment Date</td>
<td>October 15, 2022</td>
<td>November 15, 2022</td>
</tr>
<tr>
<td>5(e)</td>
<td>Other Additional Payment Dates</td>
<td>Various</td>
<td>No Change</td>
</tr>
<tr>
<td>5(f)(ii)</td>
<td>Final Day to Release Title from Escrow</td>
<td>May 15, 2024</td>
<td>June 15, 2024</td>
</tr>
<tr>
<td>5(g)(i)</td>
<td>Final Day for $500,000 Final Payment</td>
<td>January 31, 2024</td>
<td>February 29, 2024</td>
</tr>
<tr>
<td>5(g)(ii)</td>
<td>First Day for $300,000 Final Payment</td>
<td>February 1, 2024</td>
<td>March 1, 2024</td>
</tr>
<tr>
<td>24(b)</td>
<td>Confidentiality Period Expiration Date</td>
<td>March 10, 2022</td>
<td>April 10, 2022</td>
</tr>
</tbody>
</table>

[SIGNATURE PAGE FollowS]
Signed:  

311 CA ASSOCIATES, LLC  

By: Philip Proujansky  
Title: Member

STATE OF NEW YORK  

COUNTY OF TOMPKINS  

On the 18th day of February, in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared PHILIP PROUJANSKY, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

DEBRA J. BRYDEN  
Notary Public

DEBRA J. BRYDEN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01 BR 5082101  
Qualified in Cortland County  
My Commission Expires 07/20/25

CITY OF ITHACA  

STATE OF NEW YORK  

COUNTY OF TOMPKINS  

On the 22nd day of February, in the year 2022, 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 person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

VICTOR J. KESSLER  
Notary Public in the State of New York  
Qualified in Tompkins Co. No. 02KES409881  
My Commission Expires 10/13/2024
## East Hill Fire Station Estimated Meeting Schedule

<table>
<thead>
<tr>
<th>Meeting</th>
<th>Actions</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning Committee</td>
<td><strong>Public Hearing, Recommendation to Council</strong></td>
<td>May 18, 2022</td>
</tr>
<tr>
<td>Common Council</td>
<td>Vote to Transfer Property &amp; Assign Option to IURA to structure a Development Agreement</td>
<td>June 1, 2022</td>
</tr>
<tr>
<td>IURA Economic Dev. Committee</td>
<td>Recommend to Accept Transfer of Property and Assignment of City/Developer Option Agreement</td>
<td>May 17, 2022</td>
</tr>
<tr>
<td>IURA Full Board</td>
<td>Accept Transfer of Property and Assignment of City/Developer Option Agreement</td>
<td>May 26, 2022</td>
</tr>
<tr>
<td>IURA Economic Dev. Committee</td>
<td>Recommend Lead Agency for Environmental Review, Designate Sponsor for Urban Renewal Project</td>
<td>June 7, 2022</td>
</tr>
<tr>
<td>IURA Full Board</td>
<td><strong>Public Hearing, Lead Agency, Designate Sponsor for Urban Renewal Project</strong></td>
<td>June 23, 2022</td>
</tr>
<tr>
<td>Joint IURA EDC/IURA Full Board</td>
<td>Review City's work to date and potential terms of a Disposition &amp; Development Agreement (DDA)</td>
<td>Mid-July, 2022</td>
</tr>
<tr>
<td>IURA Full Board</td>
<td>Environmental Review, Vote to Approve DDA for Common Council Review</td>
<td>July 28, 2022</td>
</tr>
<tr>
<td>Planning Committee</td>
<td><strong>Public Hearing / Recommend to Approve /Deny/Modify the DDA</strong></td>
<td>August 17, 2022</td>
</tr>
<tr>
<td>Planning Board Meeting</td>
<td>Project Intro- Tentative</td>
<td>August 23, 2022</td>
</tr>
<tr>
<td>Common Council</td>
<td>Vote to Approve/Deny/Modify the Development Agreement</td>
<td>September 7, 2022</td>
</tr>
<tr>
<td>Planning Board Meeting</td>
<td><strong>Public Hearing &amp; Environmental Review</strong></td>
<td>September 27, 2022</td>
</tr>
<tr>
<td>Planning Board Meeting</td>
<td>Design &amp; Determination of Environmental Significance</td>
<td>October 25, 2022</td>
</tr>
<tr>
<td>Planning Board Meeting</td>
<td>Site Plan Approval</td>
<td>November 22, 2022</td>
</tr>
</tbody>
</table>

### Estimated Design & Construction Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finalize Construction Documents</td>
<td>Nov/Dec 2022</td>
</tr>
<tr>
<td>Bidding</td>
<td>December 2022</td>
</tr>
<tr>
<td>Selection and award of construction contract</td>
<td>February 2023</td>
</tr>
<tr>
<td>Site Preparation</td>
<td>Fall-Winter 2022-23</td>
</tr>
<tr>
<td>Construction Start</td>
<td>March 2023</td>
</tr>
<tr>
<td>Occupy New Fire Station</td>
<td>May 15 2024</td>
</tr>
</tbody>
</table>
City of Ithaca, New York

COMMUNITY DEVELOPMENT/
URBAN RENEWAL PLAN

Enacted: 1975
Amended: 2001
# Community Development/Urban Renewal Plan, City of Ithaca, NY

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Description of Project</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Map #1 – Community Development/Urban Renewal Project Boundary Map</td>
<td></td>
</tr>
<tr>
<td>II</td>
<td>Urban Renewal Objectives and Proposed Actions</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Section A – Introduction</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Section B – Urban Renewal Objectives</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Section C – Urban Renewal Actions</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Section D – Proposed Time Schedule for Effectuation of the Plan</td>
<td></td>
</tr>
<tr>
<td>III</td>
<td>Land Uses</td>
<td>8</td>
</tr>
<tr>
<td>IV</td>
<td>Property Rehabilitation Standards</td>
<td>9</td>
</tr>
<tr>
<td>V</td>
<td>Urban Renewal Procedures and Proposals</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Section A – Land Acquisition Procedures</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Section B – Procedures to be Followed for Existing Properties not to be Acquired</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Section C – Procedure for Review of Development Plan</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Section D – Obligations of Redevelopers</td>
<td></td>
</tr>
<tr>
<td>VI</td>
<td>Anti-Discrimination and Affirmative Action</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>Section A – Anti-Discrimination</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Section B – Affirmative Action</td>
<td></td>
</tr>
<tr>
<td>VII</td>
<td>Procedure for Amending the Urban Renewal Plan</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td>Map #2 - Land Use Map</td>
<td>14</td>
</tr>
<tr>
<td>Appendix</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CHAPTER I – DESCRIPTION OF PROJECT

As shown on the amended Community Development/Urban Renewal Project Boundary Map, adopted March 7, 2001 by the City of Ithaca Common Council, the Community Development/Urban Renewal Project (the “project”) is bounded and described as follows:

All that tract or parcel of land situated in the City of Ithaca, County of Tompkins, State of New York, as follows:

Beginning 200 feet North East of the point where Cascadilla Creek meets the Cayuga Inlet, thence (1) northerly along the eastern shore of the Cayuga inlet, 200 feet east of the Cayuga inlet normal high-watermark to Fall Creek, thence (2) northwesterly along the normal high-watermark of the mouth of Fall Creek to the point where it enters Cayuga Lake, thence (3) southwesterly to the southeastern high-watermark at the entrance to the Treman Marina, thence (4) southerly along the western shore of the Cayuga Inlet to the Flood Control Channel, continuing southerly along the western shore of the Flood Control Channel to the point where the southerly point of the parcel of land indicated on the Tompkins County Assessment Maps as parcel 42-2-3.2, thence (5) northerly along the western line of said parcel 42-2-3.2, thence (6) continuing northerly along the western boundary of a strip of land reported to be owned by New York State Electric and Gas known as parcel 22-1-1.3 on County Assessment Maps to the point where said parcel 22-1-1.3 meets the southwest corner of a parcel 21-4-3, thence (7) northerly along the western boundary of parcel 22-1-1.3 to the northwest corner, said parcel reportedly owned by NYS Parks and Recreation, thence (8) westerly along the northern boundaries of parcels 4-2-4, 4-2-3, 4-2-2.2, 4-2-2.1 4-2-1, thence (9) westerly to the northeast corner of parcel 3-3-3, continuing westerly, along the northern boundary of parcel 3-3-3, thence (10) south westerly along the to the northwest property line of said parcel 3-3-3 to the northermost corner of parcel 3-2-3, continuing southeasterly along the northeast border of said parcel 3-2-3, to the northeast corner of parcel 3-2-4, thence (11) easterly to the northwest corner of parcel 4-1-1.1, continuing along the northern boundary of said parcel 4-1-1.1 to the northeast corner, thence (12) southerly, along the western border of parcel 4-1-1.2, thence (13) continuing southerly to the northwest corner of parcel 4-1-2.2, continuing along the western boundary of said parcel 4-2-2.2, 4-1-3, 18-2-9, 18-2-8.1, 18-2-7, 18-2-6, 21-3-2, 21-3-3, 21-3-4, 21-3-5, thence (14) to the northermost point of parcel 38-2-2, thence (15) southerly to the northermost corner of parcel 38-2-25, and continuing southerly along the northwestern boundary of said parcel 38-2-5 to the eastern edge of Hector Street, thence (16) southerly along the western boundary of Hector Street to the northern boundary of Sunrise Road, thence (17) westerly along Sunrise Road to Chestnut Street, thence (18) southerly along the western boundary of Chestnut Street to Elm Street, thence (19) southwest along the southern boundary of Elm Street to the City line, thence (20) southerly along the City line, and continuing along the City line to the southermost point of the City, thence (21) continuing northeasterly along the City line, said line being at this point coterminous with the Lehigh Valley Railroad to the point where the Lehigh Valley Railroad, and continuing along the City line until to the southermost corner of parcel 113-5-2, reportedly owned by New York State Electric and Gas, thence, (22) along the eastern
boundary of Hudson street to Renzetti Place, thence (23) along the northern boundary of Renzetti Place to the southernmost corner of parcel 91-2-7, thence (24) to the point at the intersection of the western boundary of parcel 91-3-8 and the eastern boundary of parcel 91-4-1, thence (25) following the boundary of said parcel 91-4-1 to the northwest corner of parcel 90-3-1.2, and continuing along the western boundary of said parcel 90-3-1.2, 90-3-1.1, 108-3-1, 108-3-2 and 108-3-3, to the City line thence (26) easterly along the City line to the western bank of Six Mile Creek to Giles Street, thence (27) following the western boundary of Water Street to its intersection with East State Street, thence (28) northwesterly along the northeast boundary of East State Street to Dunmore Street, thence (29) easterly along the northern boundary of Dunmore Street to Brandon Place, thence (30) northwesterly along the western boundary of Brandon Place to Mitchell Street, thence (31) easterly along the northern boundary of Mitchell Street to Delaware Avenue, thence (32) northerly along the western boundary of Delaware Avenue to Bryant Avenue, thence (33) northerly along the western boundary of Bryant Avenue to Dryden Road, thence (34) easterly along the northern boundary of Dryden Road to Elmwood Avenue, thence (35) northerly along the western boundary of Elmwood Avenue to Oak Avenue, thence (36) westerly along the southern boundary of Oak Avenue to the point where it meets College Avenue and Cascadilla Avenue, thence (37) westerly along the northern bank of Cascadilla Creek to Linn Street, thence (38) northerly to University Avenue and continuing along the eastern boundary of University Avenue and continuing along the southeastern boundary of Willard Way to North Willard Way, to the southeast corner of parcel 11-3-3, reported to be owned by Ithaca Religious Society of Friends, thence (39) along the western boundary of said parcel 11-3-3 to Fall Creek, thence (40) crossing directly north to the northern bank of Fall Creek, and following said northern bank of Fall Creek to the intersection of Fall Creek and parcel 13-1-1, reportedly owned by the Norfolk Southern Railroad to the northeast corner of parcel 16-1-3, reported to be owned by the City of Ithaca and known as the DPW Facilities, thence (41) east along the southern boundary of Pier Road, to the point of beginning.
Map #1

Community Development/Urban Renewal Project Boundary Map
As amended 3/7/01
CHAPTER II – URBAN RENEWAL OBJECTIVES AND PROPOSED ACTIONS

Section A – Introduction

The designated areas of Ithaca (Map No. 1) have been identified as areas appropriate for action by the Community Renewal Program completed in 1972. The 1975-1976 Community Development Program has identified a large portion of the area, the Northside and Southside, as target areas for community development activities.

The Northside, Southside, Fall Creek, West Hill, South Hill, and East Hill areas are primarily residential neighborhoods of wood frame structures predominantly ranging in age from 50-100 years. The neighborhoods are fairly stable, but face the distinct possibility of deterioration. In fact, some early signs of neighborhood deterioration are already evident in scattered areas throughout the Project Area.

In addition, portions of the Project Area, particularly but not exclusively the Inlet area and the Southwest area, are undeveloped and, where development has occurred, are haphazardly developed with incompatible land uses and have been identified by planning studies as areas of concern. These areas should be developed in an orderly fashion yielding the highest and best use of the land. The Collegetown area which services the university community has been somewhat neglected and is in need of both public and private investment.

The primary objective of this Urban Renewal Plan (the “Plan”) is to provide a mechanism for improving the social and physical characteristics of the project neighborhoods, through appropriate public actions and commitments as specified herein. Expenditure of funds will primarily involve, but will not be limited to, the Community Development funds received by the City of Ithaca. In order to achieve the objectives of this Plan, the Ithaca Urban Renewal Agency (the “Agency”) shall undertake the urban renewal actions specified in this Plan as the local public agency as provided for under Article XVIII of the Constitution of the State of New York, Articles 15 and 15(a) of the General Municipal Law of the State of New York, and all laws supplementary and amendatory thereto.
Section B – Urban Renewal Objectives

More specifically, the objectives of this Plan are:

1. improvement of the residential environment through a program of redevelopment, rehabilitation, conservation, and new construction to assure every family in Ithaca a decent home within its economic means;

2. assurance to all residents of the opportunity to choose from an adequate range of housing types and neighborhoods;

3. concentration of initial renewal efforts in those residential areas with the most critical and urgent needs;

4. clearance or rehabilitation of all substandard housing units;

5. sensitive relocation of families displaced by renewal projects to insure every family’s relocation into a standard replacement dwelling unit within its means;

6. provision of a replacement housing supply with a rental structure that would allow low- and moderate-income families to obtain adequate housing without paying an excessive portion of their income for rent, through the use of both non-profit quasi-public and public authorities;

7. expansion and diversification of the economic base of the community to provide the employment opportunities needed by its residents and to strengthen the tax base;

8. provision of the full range of neighborhood and community facilities and services necessary to meet the residents’ needs, through new construction or improvement of existing facilities and programs;

9. development of design concepts and standards to make the city a more attractive and pleasant place in which to live;

10. in each stage of the program, solution of the problems in that stage and anticipation of problems which are expected to arise in subsequent stages;

11. inclusion, in the planning of improvement programs, of the residents in the neighborhoods to be affected by such programs;

12. preservation of the physical environment which is of either historic or architectural significance;

13. protection of the natural environment within the Project Area;
14. provision of adequate vehicular and pedestrian circulation; and

15. maintenance of public safety.

Section C – Urban Renewal Actions

The urban renewal actions to be undertaken in the Project Area will consist of the following:

1. The Plan does not provide for any immediate acquisition of any properties. The future acquisition of any property in the Project Area will be designated by Common Council, including city-owned land acquired through donation and abandonment of public rights-of-way.

2. Assistance in the relocation of businesses, families, and individuals displaced by Project activities.

3. The demolition or rehabilitation of any structures acquired pursuant to Paragraph 1 above.

4. The installation of public improvements such as new or reconstructed streets, sewers, water lines, trees, shrubs and flowers, sidewalks, recreation areas, and lighting as required to accomplish the objectives of this Plan.

5. The disposition or retention of project land acquired pursuant to Paragraph 1 above, for new private and public uses in accordance with the provisions of this Plan.

6. Support of the rehabilitation of residences by the making of loans and grants as provided for in the Community Development Application.

7. Assistance in the provision of publicly owned community facilities by making such repairs as may be deemed necessary by the Agency to such facilities.

8. The acquisition of and as provided in Paragraph 1 above for the purposes of parks, housing, community facilities, or other development as may be deemed desirable by the Agency.

9. The administration of a loan fund through the Agency or a third party, for the purpose of preserving publicly and privately owned structures of historic or architectural significance.

10. The undertaking of other projects as may be specified in the 1975-1976 Community Development Application and future Community Development Applications prepared by the City.
Section D – Proposed Time Schedule for Effectuation of the Plan

The Urban Renewal Actions set forth in Chapter II, Section C of this Plan shall commence upon the adoption of this Plan and shall be completed within six years from the date of such adoption.
CHAPTER III – LAND USES

Land uses permitted within the Project Area are indicated on the attached Land Use Plan (Map No. 2). This Land Use Plan is in conformance with the Zoning Map of the City of Ithaca, and said Map is hereby adopted by reference for any uses within the Project Area.
CHAPTER IV – PROPERTY REHABILITATION STANDARDS

With respect to existing properties in the Project Area which have been classified as substandard or deteriorating and which are conditionally designated not to be acquired, all provisions of the Zoning Code, Building Code, Housing Code, Fire Code, and Plumbing Code of the City of Ithaca, and the Land Use Plan of this Project, relating to the safety structural soundness, sanitation, and maintenance of properties are hereby incorporated by reference in this Plan. Such provisions shall be applied and enforced with respect to all properties so classified and designated.
CHAPTER V – URBAN RENEWAL PROCEDURES AND PROPOSALS

Section A – Land Acquisition Procedures

Common Council will designate any land to be acquired by the Agency, provided such acquisition is necessary to carry out the objectives of this Plan.

Section B – Procedures to be Followed for Existing Properties Not to be Acquired

Upon adoption of this Plan by the Common Council of the City of Ithaca, the following procedures shall be followed with respect to existing properties in the Project Area which have been determined to be substandard or deteriorating and which are not designated for acquisition:

1. All structures which are found to be in violation of the Property Rehabilitation Standards of the Plan based on a code enforcement program to be undertaken by the City, but not designated for acquisition by the Agency will be inspected by the appropriate enforcing agency (agencies) of the City of Ithaca.

2. The agency (agencies) shall issue a Memorandum of Deficiencies, setting forth violations of the Property Rehabilitation Standards of this Plan to the responsible party.

3. Each property owner shall, during the ninety days following receipt of the Memorandum of Deficiencies, have the opportunity to notify, in writing, the responsible agency (agencies) of the City of Ithaca of their willingness to (a) rehabilitate their property in accordance with the Property Rehabilitation Standards contained in this Plan, and (b) maintain the respective existing general uses of such properties: provided, however, that in the even of any major change in the structures undertaken while this Plan is in effect, the use of any such property shall conform to the Land Use Regulations set forth in this Plan. Properties within the Project Area designated as substandard will not be acquired provided that the owner undertakes rehabilitation in conformance with this Plan and with such State and local laws as may be applicable.

4. Those properties which are not rehabilitated in conformance with property rehabilitation standards of this Plan will be subject to acquisition by the Agency.

5. Upon the acquisition of such properties, the Agency will either:
   (a) demolish the structure or structures thereon, and dispose of the land for redevelopment at fair value for users in accordance with this Plan; or

   (b) sell or lease the property at its fair value, subject to rehabilitation in conformance with the Property Rehabilitation Standards and the objectives of this Plan.
Section C – Procedures for Review of Development Plans

With respect to all land in the Project Area which is disposed of or retained for new private or public development, development plans and designs, including landscaping plans, shall be submitted to the Agency for review and approval as to their consistency with the renewal and design objectives of this Plan, prior to the issuance of building permits. Prior to Agency approval, all plans shall be submitted to the Planning & Development Board for its review and comment.

Section D – Obligations of Redevelopers

When land in the Project Area is sold or leased by the Agency, the purchasers or lessees and their successors and assigns shall be obligated by the terms of the contract and by covenants set forth in the deed which shall run with the land: (a) to devote such land to the uses and to be governed by the Land Use Regulations and controls set forth in this Plan; (b) to begin and complete the construction of the improvements on such land within a reasonable time as established by appropriate provisions in the instrument of sale or lease; and (c) to not sell land acquired from the Agency prior to completion of the improvements thereon without the consent of the Agency.
CHAPTER VI – ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Section A – Anti-Discrimination

There shall be appropriate covenants running with the land as required by federal and State statutes, rules and regulations or as desired by the Agency with respect to the prohibition of discrimination of the sale, lease, occupancy, or use of any real property in the Project Area on the basis of race, color, creed, age, sex, and national origin.

Section B – Affirmative Action

Any developer or contractor must provide assurance that they have complied with the Affirmative Action Statement of the City of Ithaca and must satisfy the Agency that appropriate non-discrimination actions have been taken and that appropriate non-discrimination clauses have been included in all contracts relating to the Project Area.
CHAPTER VII – PROCEDURE FOR AMENDING THE URBAN RENEWAL PLAN

This Plan may be amended at any time by the Common Council of the City of Ithaca by majority vote. Any annual Community Development Block Grant application or amendment thereto shall constitute an amendment to this Plan.

A public hearing must be held by the Common Council if a major amendment is proposed to be made to this Plan. For the purposes of this Plan, major amendments shall be deemed to be a change in the land uses or building requirements set forth in Chapter III of this Plan, or the acquisition of land by the Agency.
MAP #2

LAND USE MAP

The Land Use Plan is
the current Zoning Map
of the City of Ithaca.
CITY OF ITHACA COMMON COUNCIL RESOLUTION:

RESOLUTION – URBAN RENEWAL PLAN: By Alderman Jones: seconded by Alderman Hamlin

WHEREAS, in order utilize the Ithaca Urban Renewal Agency to undertake Community Development activities it is necessary to prepare a new urban renewal plan known as the Community Development/Urban Renewal Plan, and

WHEREAS, this Common Council has made appropriate preliminary findings, has caused the Plan to be prepared, and has held a public hearing,

THEREFORE, BE IT RESOLVED, That this Common Council approves the Community Development/Urban Renewal Plan with the modification recommended by the Board of Planning and Development, and

FURTHERMORE, BE IT RESOLVED, That this Common Counsel makes the following findings:

(1) The area designated is in danger of becoming a substandard or unsanitary area and tends to arrest or impair the sound growth and development of the City of Ithaca.

(2) The financial aid to be provided through federal Community Development or other available funding is necessary to enable the project to be undertaken in accordance with the Plan.

(3) The Plan affords maximum opportunity to private enterprise, consistent with the sound needs of the municipality as a whole, for the undertaking of an urban renewal program.

(4) The Plan conforms to the General Plan for the development of the municipality as a whole.

(5) Although no relocation is presently contemplated, there is adequate provision within the City for any minor relocation that may become necessary.

FURTHERMORE, BE IT RESOLVED, That this Common Council find that the carrying out of the urban renewal activities in steps as funding becomes available is in the best public interest and will not cause any additional or increased hardship to the residents of the area.

Carried Unanimously.
COMMUNITY DEVELOPMENT/URBAN RENEWAL PLAN
(ADOPTED 1975)

RESOLUTION (adopted 1975)

Whereas, The City of Ithaca has been authorized $1.7 million in Community Development funds and has prepared an application for $426,000 for 1975-76, and

Whereas, the Community Development program is modeled after the Community Renewal Program prepared for the City of Ithaca in 1972, and

Whereas, the Ithaca Urban Renewal Agency upon completion of Project Number I, will be directed by the Mayor and Common Council to implement the Community Development program, and

Whereas, an Urban Renewal Plan must be prepared in order for the Urban Renewal Agency to undertake this implementation, and

Whereas, such Urban Renewal activities will assist in the efficient use of Community Development funds for projects as approved by Common Council, and

Whereas, Common Council must initiate the preparation of the Urban Renewal Plan by the making of certain findings and recommendations, therefore be it

RESOLVED, that the Common Council of the City of Ithaca hereby designates the portion of the City indicated on the attached map, such area basically coterminous with the Community Renewal Program area boundaries, as suitable for urban renewal action, under the basic philosophy of the Community Renewal Program, and furthermore, be it

RESOLVED, that Common Council finds the above-mentioned area as blighted on a scattered area wide basis, based on the Community Renewal Program survey of 1972 which found approximately 30% of the dwelling units to be deficient, poor, or very poor condition, and based on other environmental factors such as incompatible land uses, visual blight, unhealthy conditions, and other factors which make the residential environment of the designated area less than ideal.
Resolution (adopted March 7, 2001)

AMENDMENT TO URBAN RENEWAL PROJECT BOUNDARY MAP
By Alderperson Hershey: Seconded by Alderperson Pryor

Whereas, the Community Development/Urban Renewal Plan (Urban Renewal Plan) adopted by the Common Council in 1975 provides a legal basis for implementing urban renewal and community development activities of the Ithaca Urban Renewal Agency (IURA), and

Whereas, the Urban Renewal Plan includes a Community Development/Urban Renewal Project Boundary Map (Project Boundary Map) that defines the project area where the IURA is authorized to undertake urban renewal and community development activities, and

Whereas, the Urban Renewal Plan found that areas within the Project Boundary Map designated for urban renewal activities are substandard, insanitary or blighted as defined by the community, and

Whereas, the term “substandard, insanitary or blighted” is defined in the Urban Renewal Plan to include but not only deteriorated housing, but also incompatible land use, visual blight, inappropriate land uses, and other criteria which make for a less than acceptable neighborhood, and

Whereas, the IURA recognizes that neighborhood conditions have changed since 1975 and desires to amend the Urban Renewal Plan to reflect current neighborhood conditions, and

Whereas, the Urban Renewal Plan may be amended by a majority vote of the Common Council, and

Whereas, the IURA considered the legal criteria for areas to be included in the Urban Renewal Plan and considered the following amendments to the Project Boundary Map shown on the attached 12/19/00 map entitled “Proposed Amendments, 12/19/00, to the Community Development/Urban Renewal Project Boundary Map:”

1. Delete west side of Hector Street on West Hill
2. Add South Hill area west of Hudson Street
3. Add Cliff Street corridor on West Hill
4. Add area east of Chestnut Street on West Hill
5. Add area west of University and extending to north of Fall Creek
6. Add waterfront areas along Cascadilla Creek and the Cayuga Inlet, and
Whereas, at their 1/23/01 meeting, the IURA recommended that the Common Council approve the above proposed Project Boundary Map amendments shown on the attached 12/19/00 map and adopt appropriate amendments to the Community Development/Urban Renewal Plan to implement adoption of the revised Project Boundary Map, and

RESOLVED, that the Common Council hereby adopts the Project Boundary Map amendments shown on the attached map entitled “Proposed Amendments, 12/19/00, to the Community Development/Urban Renewal Project Boundary Map,” and further adopts amendments to the Community Development/Urban Renewal Plan, to implement adoption of the revised Project Boundary Map, such as adding a metes and bounds description of the amended map.
BUILDING CONDITIONS

In order to undertake Urban Renewal action, it is required that both Common Council and the Planning Board make findings that the area to be designated for urban renewal is substandard or insanitary, or blighted, based on criteria established by the community itself. Substandard, insanitary, or blighted, includes not only deteriorated housing, but also incompatible land use, visual blight, inappropriate land uses, and other criteria which make for a less than acceptable residential neighborhood.

For the purposes of the Community Development-Urban Renewal Plan, this finding can be readily made based on the 1972 Community Renewal Program, Survey of Building Conditions. This Survey consisted of a sample exterior survey with a sample interior survey. The following results for the areas of the Project Area which were included in the CRP area are published in the CRP Technical Report.

<table>
<thead>
<tr>
<th>Study Area</th>
<th>Dwelling Units; Percent Poor, Very Poor</th>
<th>Total Survey Exterior</th>
<th>%</th>
<th>Wt. Mean</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>14.6</td>
<td>55</td>
<td>9.8</td>
<td>1.4</td>
</tr>
<tr>
<td>2</td>
<td>37.7</td>
<td>130</td>
<td>23.2</td>
<td>8.7</td>
</tr>
<tr>
<td>3</td>
<td>41.3</td>
<td>46</td>
<td>8.2</td>
<td>3.4</td>
</tr>
<tr>
<td>4</td>
<td>27.3</td>
<td>77</td>
<td>13.7</td>
<td>3.7</td>
</tr>
<tr>
<td>5</td>
<td>24.2</td>
<td>124</td>
<td>22.1</td>
<td>5.3</td>
</tr>
<tr>
<td>6</td>
<td>33.0</td>
<td>103</td>
<td>18.4</td>
<td>6.1</td>
</tr>
<tr>
<td>7</td>
<td>34.6</td>
<td>26</td>
<td>4.6</td>
<td>1.6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>561</td>
<td>100.0</td>
<td>30.2</td>
</tr>
</tbody>
</table>

This indicates that based on the CRP sample, approximately 30% of the dwelling units in the CRP area are in poor or very poor condition. This alone would be adequate to make the blight finding.

In addition, two areas have been added to the CRP areas to complete the Urban Renewal Project Area. These two areas are the Inlet Area, and West Village Area. Based on the Condition of Structures map prepared from the same building information, the Inlet Area has 10 buildings (50%) poor or very poor, and the West Village Area has 1 (6%) poor or very poor.

Also within the project area are many incompatible land uses, where residential areas are being encroached upon by industrial and commercial uses. This is true, for instance, in the Spencer Road area. Other environmental deficiencies also exist within the Project Area.

Based on the above evidence, the Community Development Agency feels there is sufficient evidence to make the find that, on an areawide basis, the Project Area is blighted, and therefore suitable for urban renewal.
RESOLUTION

Whereas, The proposed Community Development/Urban Renewal Plan has been referred to the Planning Board for a public hearing and appropriate comments, and

Whereas, A public hearing was held at the July 1975 meeting of the Planning Board,

Therefore, Be It Resolved, That the Planning Board certifies that the Plan is in conformance with the comprehensive plan for the development of the community as a whole and meets the requirement of Section 502-7 of Article 15 of the New York State General Municipal Law, and

Furthermore, Be It Resolved, That the Planning Board certifies that the Plan is in conformance with Section 504 of article 15 of the New York State General Municipal Law and the area designated for urban renewal is blighted in an area-wide basis and appropriate for urban renewal, and

Furthermore, Be It Resolved, That the Planning Board gives its qualified approval of the Community Development/Urban Renewal Plan with the following recommended modification:

1) In Chapter V, Section C, entitled “Procedures for Review of Development Plans”, the following sentence shall be added:

   “Prior to Agency approval, all plans shall be submitted to the Planning Board for its review and comment.”
MEMORANDUM

TO:                  Common Council
FROM:            Department of Planning and Development
RE:                   Community Development/Urban Renewal Plan
DATE:             November 5, 1975

In order to implement the Community Development Program utilizing the Urban Renewal Agency it is necessary for Common Council to approve a new urban renewal plan. This plan, known as the Community Development/Urban Renewal Plan has been prepared by the Department of Planning and Development and approved by the Community Development Commission and the Board of Planning and Development. The Plan has been prepared as a non-assisted urban renewal project under Article 15 of the New York State General Municipal Law.

Common Council has already taken preliminary action regarding this plan. At its June 11, 1975 meeting, Council found the proposed urban renewal area to be blighted on an areawide basis. This was the first step in the process of developing and approving the Plan.

The Board of Planning and Development has held a required public hearing and, according to requirements under New York State law, has approved the Plan with one modification. The Board has changed the Plan to give both the Board and the Urban Renewal Agency the right of review over development done pursuant to the Plan.

It is now up to Common council to hold a public hearing and subsequently act on the Plan. The Common Council may take action the same day on which it holds the public hearing, or may defer action to a later date.

Common Council can approve the Plan by a majority vote if it accepts the Board of Planning and Development’s modification. If Council wishes to approve the Plan without the Board’s modification, a three-fourths vote is required.

If Council approve the Plan, it must also find by resolution that:

1) The area is in danger of becoming substandard and tends to impair the sound growth and development of the municipality.
2) Available financial aid is necessary to undertake the project.
3) The Plan affords maximum opportunity for participation of the private sector.
4) The Plan conforms to the City’s general plan.
5) Any necessary relocation can be accommodated.
6) The carrying out of this project is in the best interests of the community.
Proposed Resolution
IURA Economic Development Committee
May 17, 2022

Reaffirm Designation of Urban Core, LLC as Sponsor & Approve Exclusive Negotiation Agreement to Potentially Acquire IURA Land at Cherry Street Industrial Park

WHEREAS, on February 6, 2020, Urban Core, LLC (Urban Core) submitted an application to be designated as a “qualified and eligible sponsor” (Sponsor) to acquire 6 acres of undeveloped land at the southerly end of Cherry Street owned by the IURA, containing the following tax parcels:

• #100.-2-1-21
• #100.-2-1-23
• #100.-2-1-24
• #100.-2-1-25
• #100.-2-1-26, and

WHEREAS, the IURA adopted a resolution designated Urban Core, LLC as a Qualified and Eligible Sponsor to undertake an urban renewal project for sites located at the southerly end of Cherry Street and further authorized execution of an exclusive negotiation agreement, and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency concerning the coronavirus disease 2019 (COVID-19) pandemic, and

WHEREAS, progress on the urban renewal agency paused for the pandemic, which has extended into mid-2022, and

WHEREAS, Urban Core, LLC has resumed interest in the project and seeks to execute an exclusive developer agreement, and

WHEREAS, the original submitted project proposal from Urban Core, LLC was projected to create at least 25 full-time equivalent jobs in the hospitality, horticulture and beverage manufacture/retail sectors, expand and diversify the economic base of the community and provide employment opportunities, thereby furthering the goals and objectives of the Urban Renewal Plan, and

WHEREAS, the current project continues to include hospitality, beverage manufacture/retail and a horticulture/agriculture uses and generate similar economic activity, though business partners have evolved since 2020, and

WHEREAS, proposal contains the same anchor similar uses but with different business partners, and

WHEREAS, the IURA Economic Development Committee considered this matter at its May 17, 2022, meeting and recommended the following; now, therefore, be it

RESOLVED, that the IURA hereby reaffirms its findings, designation, and approvals from its February 27, 2020, meeting to designate Urban Core, LLC a Qualified and Eligible Sponsor for an urban renewal project located at the southerly end of Cherry Street and authorize the IURA Chairperson to execute a 180-day exclusive negotiation agreement with the Sponsor.
Adopted Resolution
IURA
February 27, 2020

Designate Urban Core, LLC as Sponsor & Approve Exclusive Negotiation Agreement to Potentially Acquire IURA Land at Cherry Street Industrial Park

WHEREAS, on February 6, 2020, Urban Core, LLC (Urban Core) submitted an application to be designated as a “qualified and eligible sponsor” (Sponsor) to acquire 6 acres of undeveloped land at the southerly end of Cherry Street owned by the IURA, containing the following tax parcels:

- #100.-2-1-21
- #100.-2-1-23
- #100.-2-1-24
- #100.-2-1-25
- #100.-2-1-26

WHEREAS, the urban renewal site was subdivided in 2019 to construct a public street extension and three development parcels totaling approximately 3.6 buildable acres, and

WHEREAS, Urban Core proposes a $12 million mixed-use project, including hospitality, beverage production/retail, and horticulture, to leverage the site’s adjacency to the future Black Diamond Trail and the evolving eclectic Cherry Street mixed-use neighborhood, and

WHEREAS, the project is estimated to create 25-48 full-time equivalent (FTE) jobs; and

WHEREAS, Urban Core commits to pay employees a living wage (at least $15.37/hour), and

WHEREAS, the project is in the concept phase and Urban Core seeks designation as a Sponsor prior to incurring significant expenses to further develop a proposed urban renewal project and possible site acquisition, and

WHEREAS, Urban Core further seeks guidance on the potential purchase price of the project site, and

WHEREAS, a 2018 appraisal of the Cherry Street Industrial Park expansion area conducted by Landmark Appraisal Co., estimated the following Fair Market Values of building sites with public street access:

- One-acre parcel: $110,000;
- Two-acre parcel: $200,000; and

WHEREAS, the project site is located within the Urban Renewal Project Boundary Area, and

WHEREAS, pursuant to Section 507 of General Municipal Law, the IURA is authorized to dispose of property to a specific buyer at a negotiated price, if such buyer is designated as an eligible and qualified sponsor (Sponsor), and the sale is approved by Common Council following a Public Hearing, and

WHEREAS, a proposed Sponsor is evaluated in accordance with adopted IURA land disposition procedures that seek to determine if the proposed Sponsor is qualified and capable of fulfilling the objectives of the property, for property disposition, and

WHEREAS, IURA evaluation criteria for Sponsors include:

- Financial status and stability
- Legal qualification to operate in the State of New York and to enter into contracts with regard to disposition, use, and development of land in question
• Previous experience in the financing, use development and operation of projects of a similar nature
• Reputation and proof of fair, reputable and ethical business practices and a record devoid of convictions, and

WHEREAS, the primary objective of the Urban Renewal Plan (Plan) is to improve the economic, social and physical characteristics of the project neighborhood, and

WHEREAS, an objective of the Plan is “expansion and diversification of the economic base of the community to provide the employment opportunities needed by its residents and to strengthen the tax base,” and

WHEREAS, Urban Core submitted confidential financial statements demonstrating its good standing and financial capacity to complete the project, and

WHEREAS, the IURA Economic Development Committee considered this matter at its February 11, 2020 meeting and recommended the following; now, therefore, be it

1. **RESOLVED**, that IURA hereby finds the submitted project proposal from Urban Core, LLC is projected to create at least 25 full-time equivalent jobs in the hospitality, horticulture and beverage manufacture/retail sectors, will expand and diversify the economic base of the community and provide employment opportunities, thereby furthering the goals and objectives of the Urban Renewal Plan, and be it further

2. **RESOLVED**, that the IURA hereby determines that Urban Core, LLC has satisfactorily demonstrated its qualifications and capacity to successfully undertake an urban renewal project to develop an approximately $12 million mixed-use project including hospitality, beverage manufacture/retail and horticulture and therefore designates Urban Core, LLC as a “qualified and eligible sponsor” to potentially acquire six acres of undeveloped land at the southerly end of Cherry Street, subject to confirmation of municipal compliance of all Urban Core, LLC properties in the City of Ithaca, and be it further

3. **RESOLVED**, the IURA hereby authorizes the IURA Chairperson to approve an Exclusive Negotiation Agreement (ENA) for a term of up to 180 days for the purpose of further developing the project, and be it further

4. **RESOLVED**, that the ENA term may be extended upon demonstration to the satisfaction of the IURA of substantial progress to demonstrate project feasibility, including but not limited to submission a revised site plan, itemized development budget and pro forma including projected labor costs to support projected job creation, and be it further

5. **RESOLVED**, that IURA Chairperson, subject to advice from IURA legal counsel, is hereby authorized to execute any and all agreements and documents necessary to implement this resolution.
MEMORANDUM

To: IURA Economic Development Committee
Date: May 12, 2022
From: Nels Bohn, IURA Director of Community Development
Subject: Request to Expand List of Eligible Businesses for the Priority Business Loan Fund

Deputy Director for Economic Development, Tom Knipe has been meeting with stakeholders to refine the City’s economic development strategy. Through meetings with the Downtown Ithaca Alliance, the Collegetown Small Business Alliance, and the Small Scale Manufacturing Initiative working group he has identified possible additional business categories to consider make eligible for the Priority Business Loan Fund.

Tom writes:

There have been several recent conversations about ideas to expand eligibility for the IURA Priority Business Loan Fund. I would like to bring these ideas to your attention and begin a discussion about considering these expansion ideas.

Current Eligible Uses: Targeted businesses include pharmacy, grocery, apparel, shoe store, medical practitioner, brewpub, live entertainment venue, tourism attraction, underrepresented restaurant, minority-owned business, and childcare.
Target Area: “Density District” (includes Downtown, W. State St., West End, Inlet Island).

Ideas for expansion:

1. Geography – consider expanding to Cherry Street; Emerson/Chainworks; and Collegetown for non-food/beverage retail businesses (see Mayor’s letter to Small Business Alliance)
2. Uses – consider expanding include to artisanal manufacturing – to support our SSM initiative.
3. Uses – consider refining the eligible retail types to possibly include these (from 5/6/22 DIA BRD Committee discussion)
   o Family entertainment/attraction
   o Additional restaurant types – seafood, wine bar, polish, 24-hour restaurant, etc
   o Veteran-owned businesses
   o General store
   o Re-use stores
   o Home furnishings
Establish Ithaca Density District Priority Business Loan Fund

Whereas, the Ithaca Downtown Partnership (IDP) submitted an application for funding through the 2007 Action Plan to establish a loan fund in the density district to induce those types of business enterprises that are highly desired in the downtown or directly supported in the IDP Downtown Ithaca Development Strategy, but that required greater flexibility and funding assistance than is available from existing public-sector business loan assistance programs, and

Whereas, the IURA did not recommend funding for the proposed loan fund through the 2007 Action Plan, but have identified CDBG and CDBG program income resources that could be made available to pilot a program similar to the proposed angel loan fund, and

Whereas, the City of Ithaca Common Council strongly endorsed the IDP’s Downtown Ithaca Development Strategy, 2000 to 2010, and also strongly endorsed the IDP’s 2004 Update and Amendment to the Downtown Ithaca Development Strategy, which targeted for recruitment a variety of business enterprises to enhance the vitality of the community, including the following:

- Convenience retail;
- Museum store;
- Wine center;
- New restaurants;
- Family entertainment centers;
- Micro-brewery; and

Whereas, in 2005 the City of Ithaca Common Council voted to support creation of a Tompkins County Empire Zone that established a sub-zone that includes the downtown density district and which targets a series of specified businesses, including the following businesses:

- Retail/commercial services, including clothing and apparel store, pharmacy, food/groceries;
- Restaurant and food service establishments;
- Professional offices, including medical offices;
- Tourist destination facilities, including performing arts establishments, museums, and entertainment there-related businesses such as a brew pub, wine center, jazz club or comedy club; and

Whereas, in 2005 the IDP established a Minority Business Task Force which conducted outreach and research, held a workshop, and hosted a minority business recruitment Roundtable with members of underrepresented groups in the downtown business community on 11/11/05, and

Whereas, at the 11/11/05 Minority Business Recruitment Roundtable, strong support was expressed for the following types of business enterprises:

- business enterprises owned and operated by underrepresented groups, including minority-owned businesses;
- unrepresented ethnic restaurants;
- retail enterprises that provide daily goods and services, such as a pharmacy and family apparel;
• live entertainment venues, including jazz, comedy, and music clubs, and

Whereas, the IDP has revised the proposed loan fund in response to questions raised by the IURA Economic Development Committee (EDC), and

Whereas, the EDC has further revised the proposed loan fund in response to issues raised at their 8/21/07 EDC and 9/27/07 IURA meetings, and

Whereas, the existing Community Development Revolving Loan Fund (CD-RLF) will most often not be an appropriate financing tool to attract local priority businesses, in part because the CD-RLF is a gap financing loan product that usually matches up with bank financing and limits IURA loan amounts to $40,000 for retail businesses and $60,000 to non-retail businesses, and furthermore discourages restaurant start-up projects and prohibits loans to any business that derive more than 35% of revenues from the sale of alcoholic beverages, and

Whereas, the existing Economic Development Project Loan Fund' (EDPL’s) initial capitalization is nearly exhausted and its loan guidelines establish a standard interest rate of approximately 5% and provide no rationale for special loan terms or non-traditional collateral necessary to attract a local priority business, and

Whereas, certain highly desired business enterprises have not been established in the Density District to meet community objectives, and

Whereas, certain business enterprises generate ancillary benefits of traffic generation which attracts new potential customers to the density district thereby strengthening market demand to support retention of existing retail businesses and new business enterprises that serve the needs of residents of the surrounding neighborhood, and

Whereas, at their August 21, 2007, September 11, 2007, and October 9, 2007 meetings, the IURA Economic Development Committee reviewed this matter and recommended the following, now, therefore be it,

RESOLVED, that the IURA hereby amends its IURA Economic Development Policy Guidelines and Operating Plan, which governs IURA economic development financial assistance programs, including the use of program income earmarked as a revolving loan fund for economic development objectives to establish a new loan fund as follows:

Title:
Ithaca Density District Priority Business Loan Fund

Initial Capitalization:
$130,000

Objective:
Induce the creation and start-up and expansion of specific priority business enterprises that have been defined by the community as highly desirable and/or enterprises that substantially increase foot traffic thereby strengthening the real estate market in the Density District to support businesses that provide
daily goods and services to local residents. The program intends to meet this objective through direct financing to businesses with the understanding that attracting such business enterprises is likely to require stronger incentives than are available from other private or public sources and are likely to involve higher than normal risk and flexible lending policies to accomplish its objective.

Eligible Borrowers:
Both for-profit and nonprofit entities legally established to conduct business in New York State.

Eligible Projects:
The IURA has identified the following list of priority businesses desired in the density district:
- pharmacy;
- family shoe store;
- family apparel retail;
- groceries;
- unrepresented restaurants;
- under-represented medical practitioners, such as family medicine, general internal medicine, pediatrics and/or adolescent medicine offices, obstetrician/gynecologist; geriatrician and alternative medical practitioners;
- business owned and operated by underrepresented groups, including a minority-owned business;
- tourist attractions (Wine Center, Museum Store);
- brewpub;
- live entertainment venues (jazz, comedy, performing arts);
- businesses that primarily provide essential goods and services, such as evening drop-in childcare, that are readily available in the greater downtown neighborhood; and
- any other business that directly supports a Common Council-endorsed strategic plan that is targeted for, or includes, the density district, and enhances the urban core, as determined by the IURA.

Only projects that qualify under the above list are eligible for this loan program.

Eligible Uses of Loan Funds:
Funds may be used for any justifiable business purpose including, but not limited to, fixed assets, current assets including inventory and accounts receivable, permanent working capital, acquisition of land and/or buildings, and for costs related to micro-enterprise start-ups.

Use of funds by nonprofit borrowers is limited to commercial or industrial improvements, including acquisition, construction, rehabilitation, reconstruction, or installation of commercial or industrial buildings or structures and other related real property equipment and improvements (Note: working capital and inventory uses are not eligible).

Target Area:
Projects must be located within the “Density District” within the City of Ithaca, or any successor area within the City of Ithaca eligible for temporary tax abatement assistance through the Tompkins County Industrial Development Agency.
Job Creation: At least one FTE job for every $35,000 of loan assistance.

CDBG national objective test: either low/mod jobs benefit - 51% of all jobs created must be held by, or made available to, LMI persons, or a neighborhood business serving a predominantly LMI neighborhood.

Maximum Amount of Financing: $100,000, not to exceed 60% of project cost, nor more than the minimum amount necessary to effect the business activity after maximizing other private and public sources of debt and equity or finding that such other sources are inappropriate, unaffordable, or otherwise unavailable.

Term: not to exceed 10 years, unless secured with real property.

Interest Rate: transaction specific depending on need and risk, may range from 0% to the 10-year US Treasury rate.

Repayment: transaction specific. Projects shall be underwritten to fully repay the IURA loan.

Security/Collateral: transaction specific, no minimum loan-to-value standard is required and security may be limited to a first or second lien position on inventory and furnishings, fixtures and equipment or other satisfactory collateral.

RESOLVED, that the source of funds shall derive from remaining funds in the Economic Development Project Loan Fund (approximately $72,000) and the balance from the Community Development Revolving Loan Fund.
Memorandum

To: Tom Knipe, Lisa Nicholas, Eric Hathaway, Mark Verbanic, John Licitra, Faith Vavra, Tim Logue, Mike Thorne, Jen Kusznir, Duane Ross, Nels Bohn, Jeanne Grace, Jon Maragni, Tony Love

CC: Marty Johnson, Gary Stewart, Susan Riley, Jennifer Tavares, Common Council

From: Mayor Svante Myrick and Acting Mayor Laura Lewis

Date: January 11, 2022

RE: 2022 Actions to Support Collegetown Neighborhood Improvements

Late last year, representatives of the Collegetown Small Business Alliance including Marty Johnson presented a document to the Mayor and Planning & Development staff titled “Collegetown neighborhood issues and opportunities”. That document is attached for reference. In response, we are proposing specific actions that can be taken in the next three to six months by the City and our partners in response to some of the ideas raised in this memo. The proposed actions listed here are achievable and designed to make incremental, but meaningful improvements in the short term. These steps also have the potential to galvanize support for longer-term transformative improvements for the Collegetown neighborhood.

Collegetown is a key historic commercial district in the City of Ithaca, a gateway to Cornell University, and home to a vibrant mix of independent locally owned businesses and wonderful diversity. Its business environment has also suffered from the economic impacts of the COVID pandemic, several seasons of construction, and lack of a dedicated, coordinated focus on business improvement. Collegetown businesses, residents, and stakeholders are deserving of this focus. The success of the Collegetown neighborhood is also important to the overall economic development success of the City. Working with our partners, we have made strides in the past several years through the important project to bury the powerlines on the 100-300 block of College Ave, welcoming attractive new development and businesses, and establishing a neighborhood identity through such efforts as the Collegetown Banner program, among other steps. We are optimistic about what we can achieve through a focus on supporting Collegetown in being an attractive, economically vibrant destination.

Tom Knipe, Director of Economic Development for the City, has agreed to help coordinate implementation of the steps outlined here. Others in the Planning & Development Department and DPW, along with our community partners, are asked to support these efforts. The proposed actions are split into the following categories:

- Short term actions that can be accomplished by the City, Collegetown Small Business Alliance or others with existing resources
- Long term actions that the City is currently pursuing
- Long term actions that could be pursued by others
A number of the ideas proposed in the CSBA’s “Challenges and Opportunities” document would be best pursued by an expanded business improvement entity for Collegetown. Several of the proposed short-term actions relate to formal exploration of this idea.

If you have questions or additional ideas, please reach out to Laura or Tom.

Thank You,

Svante Myrick, Mayor
Laura Lewis, Acting Mayor

Short term actions that can be accomplished in the next 3-6 months by the City, Collegetown Small Business Alliance and/or other partners, using existing resources

1. **Trash**: Replace open trash receptacles in the 400 block of College Avenue with Big Belly trash and recycling receptacles. Lead – Economic Development, with the Tompkins Chamber. Resource – Collegetown Beautification Fund.

2. **Trash/Sidewalks**: Set aside some DPW crew time to do targeted cleaning of sidewalk, paver, and street surfaces, particularly in the 400 block of College Ave. Consider a recurring schedule of enhanced cleaning. Resources: DPW crews and equipment. Immediate next step: Tom Knipe to convene a meeting with Mark Verbanic, Duane Ross, Cliff Murphy, and the Mayor to explore possibilities.

3. **Trash**: Send two separate letters to neighborhood tenants, one to commercial tenants and a second to residential tenants, informing them of the garbage pick-up days, policies, ticketing for non-compliance, etc. Use a recent downtown effort as a template. Lead – Planning. Resource – Planning Department budget for mailer.


5. **Pavers/Sidewalks**: Fixing broken pavers – Reach out to the Sidewalk Program Coordinator to discuss the sidewalk program capital program for 2022 and 2023 for possible inclusion of sidewalk improvements in areas with outstanding issues with a particular focus on the 100 block of Dryden Ave and Eddy Street between Eddygate and Buffalo Street. Lead – Sidewalk Program, with Economic Development. Resource – Sidewalk Program.

6. **Pavers/Sidewalks**: Tree wells in the 400 block of College Ave and 100 block of Dryden Rd. Reach out to City Forester to consider expanded use and/or reapplication of flexi-pave in areas of broken pavers, etc. around street trees in the 400 block of College Ave, 100 block of Dryden and commercial area of Eddy St. Lead – City Forester with Economic Development. Resource – TBD.

7. **Benches**: Find a suitable location for the “Collegetown” branded bench which is currently in DPW storage, and install it. Evaluate budget options for purchase of additional benches. Lead – Economic Development with DPW. Resource – existing bench, Beautification Fund.

8. **Benches**: Repair the existing double-sided bench in the 400 block of College Ave (in front of Sheldon Court). Lead – Streets and Facilities. Resources: DPW crews, Collegetown Beautification Fund for purchase of replacement wood. (Given the presence of a drain in the
sidewalk underneath the bench, this is not a suitable location for a replacement bench; we have decided to repair it in place for now).

9. **Neighborhood Marketing:** Establish a website for the Collegetown Small Business Alliance promoting the neighborhood. Possible URL is Collegetownithaca.org. Lead – CSBA with the Tompkins Chamber. Resource – Collegetown Beautification Fund/CSBA fund.

10. **Business Retention & Expansion:** Do a joint “Business Walk” in Collegetown in Q1 2022. The Chamber of Commerce has offered to coordinate. City Economic Development and the CSBA will participate. We will have two or three teams and canvas the entire neighborhood. There is an opportunity for City elected officials to participate. We will visit Collegetown businesses jointly – Chamber, CSBA, City – and let them let them know about each organization, how to participate, current projects and listen to learn about business needs.

11. **Neighborhood Branding:** Solicit new design ideas and resell banner sponsorships for a second round of Collegetown Neighborhood Banners. Lead – CSBA. Resource – Banner Sponsorships for purchase of banners, City Electrician staff time to install. Timing: Q4 2022?


15. **Parking/Transportation:** CSBA and City Transportation meet to consider ideas for collaboration on neighborhood parking and transportation issues. Lead: Director of Parking & Transportation, CSBA.


17. **Business Improvement:** Promote the availability of existing local business development and business financing resources to Collegetown businesses. Lead – Economic Development, CSBA and Chamber.

**Long term actions that the City is currently pursuing**

18. **Infrastructure:** Streetscape design for the 400 block of College Avenue. Lead – Planning & Development. Resource – 2022 Capital Project.

19. **Streetscape:** Streetscape improvements in the 100-300 blocks of College Ave. Lead - Engineering and Planning & Development. Timing: 2022 construction season.

20. **Parking and Transportation:** Use the upcoming comprehensive citywide parking and transportation plans that the City will do in partnership with the planning firm Stantec to evaluate opportunities for changes in parking and transportation design and policies to better serve Collegetown businesses. Lead – Parking & Transportation.

21. **Green Space:** Use the City’s development review processes to encourage the inclusion of park-like spaces and courtyards at entrances and behind new buildings. Lead – Planning & Development.
Long term actions that could be pursued by others


23. **Green Space.** Revisit the Eddygate park concept. Lead – Cornell University with City and CSBA. Resources – TBD.

24. **Public Art.** ID walls suitable for murals and approach property owners for possible additional of murals to private exterior walls in Collegetown. Lead – Local Public Art Champions with CSBA.

25. **Parking and Transportation:** Explore the possibilities for a formal Transportation Management Association to provide ongoing transportation demand management services in Collegetown. Lead – Golthaca. Resource – DEC Climate Smart Communities Grant.
## Project Schedule

### Inlet Island Urban Renewal Project - Exclusive Negotiation Agreement

**As of April 29, 2022**

**Project Sponsor:** Finger Lakes Development of Ithaca, LLC (FLD)

<table>
<thead>
<tr>
<th>Day</th>
<th>Deadline</th>
<th>Extension Period</th>
<th>Milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>4/29/2022</td>
<td>NA</td>
<td>City submits appraisals of publicly-owned parcels to Developer</td>
</tr>
<tr>
<td>Up to #100</td>
<td>8/7/2022</td>
<td>NA</td>
<td>Developer submission of development program</td>
</tr>
<tr>
<td>Up to #145</td>
<td>9/21/2022</td>
<td>NA</td>
<td>IURA submits proposed DDA to Developer for signature – ENA terminates unless Developer signs proposed DDA or Developer submits counteroffer</td>
</tr>
</tbody>
</table>

If Developer submits counteroffer, then schedule is extended as follows:

| Up to #205 | 11/20/2022 | 60 days | If Counteroffers – ENA terminates if proposed DDA not executed by Developer |

If Developer signs DDA, then schedule is extended as follows:

| Up to #325 | 3/20/2023 | 120 days | Public hearing, BPW approval, IURA approval, nonbinding CC determination – ENA terminates if IURA does not endorse proposed DDA |
| Up to #425 | 6/28/2023 | 100 days | CEQRO submission for environmental review – ENA terminates FEAF not submitted by Developer |
| Up to #525 | 10/6/2023 | 100 days | Environmental Determination – ENA terminates if no determination |
| Up to #585 | 12/5/2023 | 60 days | CC approval of IURA-recommended DDA – ENA terminates if CC does not approve |
| Up to #585 | 12/5/2023 |         | IURA execution of DDA |

Note: If deadline date is a weeken or holiday, the deadline is automatically extended to next work day

Prepared by N. Bohn per executed ENA between IURA and FLD. In event this schedule conflicts with ENA, terms of the ENA shall prevail.
## 2019 CDBG Activities

<table>
<thead>
<tr>
<th>ON SCHEDULE</th>
<th>HUD ENTITLEMENT ACTIVITIES</th>
<th>SPONSOR</th>
<th>TOTAL BUDGET</th>
<th>TOTAL UNEXPENDED</th>
<th>% SPENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>complete 1.0</td>
<td>Homeowner Rehab</td>
<td>INHS</td>
<td>67,594.32</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>complete 2.0</td>
<td>Small Repair Program</td>
<td>INHS</td>
<td>32,500.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>complete 6.0</td>
<td>Finger Lakes ReUse Job Skills Training</td>
<td>Finger Lakes ReUse, Inc.</td>
<td>95,529.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>complete 7.0</td>
<td>Work Preserve Job Training</td>
<td>Historic Ithaca</td>
<td>67,500.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>ok 8.0</td>
<td>Hospitality Employment Training Program</td>
<td>GIAC</td>
<td>157,015.00</td>
<td>15,000.00</td>
<td>0%</td>
</tr>
<tr>
<td>complete 9.0</td>
<td>Ichaca ReUse Center Acquisition</td>
<td>Finger Lakes ReUse, Inc.</td>
<td>100,000.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>complete 10.0</td>
<td>Economic Development Loan Fund</td>
<td>IURA</td>
<td>107,396.99</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>ok 11.0</td>
<td>Black Girl Alchemists Public Art Mosaic</td>
<td>CAP</td>
<td>7,500.00</td>
<td>115.47</td>
<td>98%</td>
</tr>
<tr>
<td>complete 12.0</td>
<td>Housing For School Success</td>
<td>Beverly J. Martin Elem</td>
<td>15,700.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>complete 13.0</td>
<td>2-1-1</td>
<td>Human Services Coalition</td>
<td>15,000.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>complete 14.0</td>
<td>Work Preserve: Job Readiness</td>
<td>Historic Ithaca</td>
<td>20,000.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>complete 15.0</td>
<td>A Place To Stay</td>
<td>Catholic Charities</td>
<td>20,000.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>complete 16.0</td>
<td>Immigrant Services</td>
<td>Catholic Charities</td>
<td>25,059.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>complete 17.0</td>
<td>CDBG Admin</td>
<td>IURA</td>
<td>137,679.40</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>complete 18.0</td>
<td>City of Ithaca</td>
<td>IURA</td>
<td>601.95</td>
<td>601.95</td>
<td>N/A</td>
</tr>
<tr>
<td>complete 19.0</td>
<td>CDBG Unallocated</td>
<td>IURA</td>
<td>822,785.94</td>
<td>1,899.70</td>
<td>100%</td>
</tr>
</tbody>
</table>

## 2019 HOME Activities

<table>
<thead>
<tr>
<th>ON SCHEDULE</th>
<th>HUD ENTITLEMENT ACTIVITIES</th>
<th>SPONSOR</th>
<th>TOTAL BUDGET</th>
<th>TOTAL UNEXPENDED</th>
<th>% SPENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>complete 1.0</td>
<td>Homeowner Rehab</td>
<td>INHS</td>
<td>42,151.58</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>ok 3.0</td>
<td>Founders Way Rental</td>
<td>INHS</td>
<td>199,900.00</td>
<td>22,000.00</td>
<td>89%</td>
</tr>
<tr>
<td>complete 4.0</td>
<td>Housing Scholarship Program</td>
<td>The Learning Web</td>
<td>70,560.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>ok 5.0</td>
<td>Security Deposit Assistance-Vulnerable Households</td>
<td>Catholic Charities</td>
<td>64,000.00</td>
<td>865.70</td>
<td>99%</td>
</tr>
<tr>
<td>complete 18.0</td>
<td>HOME Admin</td>
<td>IURA</td>
<td>30,597.20</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>complete 20.0</td>
<td>Home Admin (PI)</td>
<td>IURA</td>
<td>849.10</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>complete 21.0</td>
<td>CDBG Admin</td>
<td>IURA</td>
<td>425,295.78</td>
<td>34,922.10</td>
<td>92%</td>
</tr>
</tbody>
</table>

## 2019 CDBG-CV Activities

<table>
<thead>
<tr>
<th>ON SCHEDULE</th>
<th>HUD ENTITLEMENT ACTIVITIES</th>
<th>SPONSOR</th>
<th>TOTAL BUDGET</th>
<th>TOTAL UNEXPENDED</th>
<th>% SPENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>no 10.0</td>
<td>CD-RF &amp; COVID-19 Emergency SBRF</td>
<td>AFCU</td>
<td>140,000.00</td>
<td>29,200.00</td>
<td>79%</td>
</tr>
<tr>
<td>ok 19.0</td>
<td>Emergency Rental Assistance Program</td>
<td>INHS</td>
<td>190,000.00</td>
<td>475.00</td>
<td>99.75%</td>
</tr>
<tr>
<td>ok 20.0</td>
<td>CDBG-CV Admin</td>
<td>IURA</td>
<td>153,892.20</td>
<td>68,807.05</td>
<td>55%</td>
</tr>
<tr>
<td>ok 21.0</td>
<td>Laundry &amp; Internet Needs During COVID-19</td>
<td>OAR of Tompkins County</td>
<td>11,000.00</td>
<td>2,479.15</td>
<td>77%</td>
</tr>
<tr>
<td>ok 22.0</td>
<td>Ithaca CARES About Re-opening Child Care</td>
<td>NY, Inc.</td>
<td>10,000.00</td>
<td>2,402.48</td>
<td>76%</td>
</tr>
<tr>
<td>complete 23.0</td>
<td>Aid for Immigrants During COVID-19</td>
<td>Catholic Charities</td>
<td>10,897.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>complete 24.0</td>
<td>DISC Child Care Center Re-opening Assistance</td>
<td>DISC</td>
<td>25,600.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>no 25.0</td>
<td>COVID-19 Urgent Assistance Program</td>
<td>Salvation Army Assistance</td>
<td>20,000.00</td>
<td>15,000.00</td>
<td>25%</td>
</tr>
<tr>
<td>ok 26.0</td>
<td>COVID-19 Testing for Vulnerable Populations</td>
<td>The REACH Project</td>
<td>20,000.00</td>
<td>2,230.38</td>
<td>89%</td>
</tr>
<tr>
<td>ok 27.0</td>
<td>Security Deposits for Safer Housing</td>
<td>Catholic Charities</td>
<td>25,000.00</td>
<td>8,229.00</td>
<td>67%</td>
</tr>
<tr>
<td>ok 28.0</td>
<td>On Call Office Subdivision</td>
<td>Advocacy Center of Tompkins County</td>
<td>5,720.00</td>
<td>5,720.00</td>
<td>0%</td>
</tr>
<tr>
<td>ok 29.0</td>
<td>Health &amp; Wellness: Smoothies, Food Services &amp; Yoga</td>
<td>Black Hands Universal, Inc.</td>
<td>18,001.60</td>
<td>18,001.60</td>
<td>0%</td>
</tr>
<tr>
<td>ok 30.0</td>
<td>Online Market Discounts for LMI/SNAP Customers</td>
<td>Ithaca Farmer's Market</td>
<td>19,068.00</td>
<td>19,068.00</td>
<td>0%</td>
</tr>
<tr>
<td>ok 31.0</td>
<td>HVAC Upgrade</td>
<td>St.John's Community Services</td>
<td>20,300.00</td>
<td>20,300.00</td>
<td>0%</td>
</tr>
<tr>
<td>ok 32.0</td>
<td>GIAC Youth Programming</td>
<td>GIAC</td>
<td>175,000.00</td>
<td>175,000.00</td>
<td>100%</td>
</tr>
<tr>
<td>ok 33.0</td>
<td>Community Outreach Worker</td>
<td>City of Ithaca</td>
<td>65,000.20</td>
<td>65,000.20</td>
<td>0%</td>
</tr>
<tr>
<td>complete 34.0</td>
<td>ADA Curb Ramps at West Village/Elm St Bus Stop</td>
<td>IURA</td>
<td>11,000.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>complete 35.0</td>
<td>G10 ITHACA Low-Income Support</td>
<td>Center For Community Transportation</td>
<td>12,200.00</td>
<td>12,200.00</td>
<td>0%</td>
</tr>
<tr>
<td>complete 36.0</td>
<td>2-1-1</td>
<td>Human Services Coalition</td>
<td>20,000.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>ok 37.0</td>
<td>Work Preserve: Job Readiness</td>
<td>Historic Ithaca, Inc.</td>
<td>20,000.00</td>
<td>3,515.60</td>
<td>82%</td>
</tr>
<tr>
<td>complete 38.0</td>
<td>Immigrant Services Program</td>
<td>Catholic Charities</td>
<td>30,000.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>complete 39.0</td>
<td>2020 CDBG Admin</td>
<td>IURA</td>
<td>136,524.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>ok 40.0</td>
<td>Economic Development Loan Fund</td>
<td>IURA</td>
<td>255,828.01</td>
<td>155,828.01</td>
<td>93%</td>
</tr>
<tr>
<td>complete 41.0</td>
<td>2020 CDBG Unallocated</td>
<td>IURA</td>
<td>0.01</td>
<td>0.01</td>
<td>N/A</td>
</tr>
<tr>
<td>complete 42.0</td>
<td>2020 CDBG Admin</td>
<td>IURA</td>
<td>805,227.86</td>
<td>364,213.23</td>
<td>55%</td>
</tr>
</tbody>
</table>

## 2020 HOME Activities

<table>
<thead>
<tr>
<th>ON SCHEDULE</th>
<th>HUD ENTITLEMENT ACTIVITIES</th>
<th>SPONSOR</th>
<th>TOTAL BUDGET</th>
<th>TOTAL UNEXPENDED</th>
<th>% SPENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ok 2.0</td>
<td>Founder's Way For-Sale Townhomes</td>
<td>INHS</td>
<td>172,344.16</td>
<td>29,622.81</td>
<td>83%</td>
</tr>
<tr>
<td>ok 3.0</td>
<td>Northside Apartments</td>
<td>Cayuga Housing Dev Corp</td>
<td>90,877.94</td>
<td>90,877.94</td>
<td>0%</td>
</tr>
<tr>
<td>ok 4.0</td>
<td>Security Deposit Asst For Vulnerable Households</td>
<td>Catholic Charities</td>
<td>76,416.48</td>
<td>48,812.58</td>
<td>36%</td>
</tr>
<tr>
<td>complete 16.0</td>
<td>2020 HOME Admin</td>
<td>IURA</td>
<td>33,509.90</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>complete 20.0</td>
<td>2020 Home Unallocated</td>
<td>IURA</td>
<td>1,459.00</td>
<td>1,459.00</td>
<td>N/A</td>
</tr>
<tr>
<td>complete 37.0</td>
<td>2020 HOME Admin</td>
<td>IURA</td>
<td>374,607.48</td>
<td>170,772.33</td>
<td>54%</td>
</tr>
</tbody>
</table>

## 2021 HOME Activities

<table>
<thead>
<tr>
<th>ON SCHEDULE</th>
<th>HUD ENTITLEMENT ACTIVITIES</th>
<th>SPONSOR</th>
<th>TOTAL BUDGET</th>
<th>TOTAL UNEXPENDED</th>
<th>% SPENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ok 24.0</td>
<td>HOME-JRF Admin</td>
<td>IURA</td>
<td>60,596.45</td>
<td>53,880.12</td>
<td>11%</td>
</tr>
<tr>
<td>complete 38.0</td>
<td>2021 HOME Admin</td>
<td>IURA</td>
<td>60,596.45</td>
<td>53,880.12</td>
<td>11%</td>
</tr>
</tbody>
</table>
### 2021 CDBG Activities

<table>
<thead>
<tr>
<th>SCHEDULE</th>
<th>HUD ENTITLEMENT ACTIVITIES</th>
<th>SPONSOR</th>
<th>TOTAL BUDGET</th>
<th>TOTAL UNEXPENDED</th>
<th>% SPENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ok 2.0</td>
<td>2.0 Homeowner Rehab</td>
<td>INHS</td>
<td>42,850.00</td>
<td>42,850.00</td>
<td>0%</td>
</tr>
<tr>
<td>ok 3.0</td>
<td>3.0 Minor Repair Program</td>
<td>INHS</td>
<td>33,475.00</td>
<td>33,475.00</td>
<td>0%</td>
</tr>
<tr>
<td>ok 7.0a</td>
<td>7.0a Security Deposit Asst Delivery</td>
<td>Catholic Charities</td>
<td>2,500.00</td>
<td>2,500.00</td>
<td>0%</td>
</tr>
<tr>
<td>ok 8.0</td>
<td>8.0 ReUse Job Training for Career Pathways</td>
<td>Finger Lakes ReUse</td>
<td>98,025.60</td>
<td>98,025.60</td>
<td>0%</td>
</tr>
<tr>
<td>ok 9.0</td>
<td>9.0 Work Preserve Job Training³</td>
<td>Historic Ithaca, Inc.</td>
<td>67,500.00</td>
<td>67,500.00</td>
<td>0%</td>
</tr>
<tr>
<td>ok 10.0</td>
<td>10.0 Hospitality Employment Training Program</td>
<td>GIAC</td>
<td>100,643.06</td>
<td>100,643.06</td>
<td>0%</td>
</tr>
<tr>
<td>ok 11.0</td>
<td>11.0 Great Neighbor &amp; Essential Resource</td>
<td>Ithaca Community Gardens, Inc.</td>
<td>41,200.00</td>
<td>41,200.00</td>
<td>0%</td>
</tr>
<tr>
<td>ok 12.0</td>
<td>12.0 Urban Bus Stop Upgrade Project</td>
<td>TCAT</td>
<td>17,100.00</td>
<td>17,100.00</td>
<td>0%</td>
</tr>
<tr>
<td>ok 13.0</td>
<td>13.0 New Gym Renovations</td>
<td>GIAC</td>
<td>100,643.06</td>
<td>100,643.06</td>
<td>0%</td>
</tr>
<tr>
<td>complete</td>
<td>14.0 2-1-1⁴</td>
<td>Human Services Coalition</td>
<td>25,000.00</td>
<td>0.00</td>
<td>100%</td>
</tr>
<tr>
<td>ok 15.0</td>
<td>15.0 Work Preserve: Job Readiness</td>
<td>Historic Ithaca, Inc.</td>
<td>20,000.00</td>
<td>20,000.00</td>
<td>0%</td>
</tr>
<tr>
<td>ok 16.0</td>
<td>16.0 Immigrant Services Program³</td>
<td>Catholic Charities</td>
<td>30,000.00</td>
<td>30,000.00</td>
<td>0%</td>
</tr>
<tr>
<td>ok 17.0</td>
<td>17.0 A Place to Stay</td>
<td>Catholic Charities</td>
<td>15,000.00</td>
<td>15,000.00</td>
<td>0%</td>
</tr>
<tr>
<td>ok 22.0</td>
<td>22.0 2021 CDBG Admin</td>
<td>IURA</td>
<td>138,158.60</td>
<td>138,158.60</td>
<td>0%</td>
</tr>
<tr>
<td>ok 23.0</td>
<td>23.0 2021 HOME Admin</td>
<td>IURA</td>
<td>160,000.00</td>
<td>160,000.00</td>
<td>0%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>891,452.26</td>
<td>824,839.83</td>
<td>7%</td>
</tr>
</tbody>
</table>

### 2021 HOME Activities

<table>
<thead>
<tr>
<th>SCHEDULE</th>
<th>HUD ENTITLEMENT ACTIVITIES</th>
<th>SPONSOR</th>
<th>TOTAL BUDGET</th>
<th>TOTAL UNEXPENDED</th>
<th>% SPENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ok 1.0</td>
<td>1.0 110 Auburn Street Homeowner Project</td>
<td>INHS</td>
<td>24,999.00</td>
<td>5,742.00</td>
<td>77%</td>
</tr>
<tr>
<td>ok 2.0</td>
<td>2.0 Homeowner Rehab</td>
<td>INHS</td>
<td>57,170.80</td>
<td>57,170.80</td>
<td>0%</td>
</tr>
<tr>
<td>ok 5.0</td>
<td>5.0 S. Plain Street For-Sale Duplex</td>
<td>INHS</td>
<td>77,850.00</td>
<td>77,850.00</td>
<td>0%</td>
</tr>
<tr>
<td>ok 6.0</td>
<td>6.0 Housing Scholarship Program³</td>
<td>The Learning Web</td>
<td>75,600.00</td>
<td>75,600.00</td>
<td>0%</td>
</tr>
<tr>
<td>ok 23.0</td>
<td>23.0 2021 HOME Admin</td>
<td>IURA</td>
<td>138,158.60</td>
<td>138,158.60</td>
<td>0%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>343,091.30</td>
<td>311,385.23</td>
<td>9%</td>
</tr>
</tbody>
</table>

### Total Unexpended Funds

| Unexpended CDBG Entitlement Funds (Excludes CDBG-CV Funds) | 960,765.83 |
| Unexpended CDBG Program Income Committed to Action Plan Activities | 230,186.95 |
| CDBG Revolving Loan Fund Balance (#02 Bank Balance excluding interest) | 231,330.78 |
| Unexpended HOME Entitlement Funds | 570,959.78 |
| Unexpended HOME Program Income | 0.00 |
| HOME Program Income Unassigned | 0.00 |
| Total Unexpended HUD Funds | 1,763,056.39 |

| Unexpended CDBG-CV Funds | 402,712.80 |
| Unexpended CDBG-CV Program Income | 220,000.00 |
| Total Unexpended COVID-19 Funds | 431,912.80 |
| Total Unexpended HUD Funds | 2,165,769.19 |

### 1.5 CDBG Spend Down Ratio Analysis (must be less than 1.5 by June 1st of each year):

CDBG Spend Down Ratio = total unexpended CDBG funds/most recent annual CDBG award

Most Recent Annual CDBG Award: 690,793

1.5 x Most Recent CDBG Award: 1,036,190

Current Unexpended CDBG Funds: 1,192,096.61

Current CDBG Spend Down Ratio: 1.7257

Compliance With 1.5 CDBG Spend Down Ratio: No

Amount Required to be Expended by 6/1 to Meet CDBG Spend Down Ratio: 155,907.11
Entitlement Loans

<table>
<thead>
<tr>
<th>Name</th>
<th>Orig. Loan</th>
<th>Year</th>
<th>Final Due</th>
<th>Pmts</th>
<th>Month Pymt</th>
<th>Due</th>
<th>Status</th>
<th>Date Pymt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diane’s Downtown Auto-revised</td>
<td>$80,000</td>
<td>2009</td>
<td>2021</td>
<td>4</td>
<td>$449.65</td>
<td>$22,197.83</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Entitlement Loans</td>
<td>$580,000</td>
<td></td>
<td></td>
<td></td>
<td>$449.65</td>
<td>$734,008.93</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CD-RLF

<table>
<thead>
<tr>
<th>Name</th>
<th>Orig. Loan</th>
<th>Year</th>
<th>Final Due</th>
<th>Pmts</th>
<th>Month Pymt</th>
<th>Due</th>
<th>Status</th>
<th>Date Pymt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shhaca Coffee Roasting Facility</td>
<td>$106,000</td>
<td>2015</td>
<td>2027</td>
<td>2.5</td>
<td>$527.36</td>
<td>$87,044.58</td>
<td>Current</td>
<td>3/14/2022</td>
</tr>
<tr>
<td>Total CD-RLF Loans</td>
<td>$1,228,500</td>
<td></td>
<td></td>
<td></td>
<td>$9,085.35</td>
<td>$1,237,584</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CDBG

<table>
<thead>
<tr>
<th>Name</th>
<th>Orig. Loan</th>
<th>Year</th>
<th>Final Due</th>
<th>Pmts</th>
<th>Month Pymt</th>
<th>Due</th>
<th>Status</th>
<th>Date Pymt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scattered Site Preservation Loan</td>
<td>$100,000</td>
<td>2007</td>
<td>2048</td>
<td>2</td>
<td>$930.50</td>
<td>$158,045.50</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total CDBG Only Loans</td>
<td>$1,206,555</td>
<td></td>
<td></td>
<td></td>
<td>$10,463</td>
<td>$1,148,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

HODAG

<table>
<thead>
<tr>
<th>Name</th>
<th>Orig. Loan</th>
<th>Year</th>
<th>Final Due</th>
<th>Pmts</th>
<th>Month Pymt</th>
<th>Due</th>
<th>Status</th>
<th>Date Pymt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cayuga Flats</td>
<td>$100,000</td>
<td>2020</td>
<td>2070</td>
<td>0</td>
<td>$820.12</td>
<td>$91,842.08</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total HODAG Loans</td>
<td>$800,000</td>
<td></td>
<td></td>
<td></td>
<td>$2,217.27</td>
<td>$849,142.17</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Home                   | $876,823  |      |           |      | $0.00      | $871,219.14|        |           |

Total IURA Loan Portfolio    | $6,974,441|      |           |      | $25,218.00 | $5,473,746.12|        |           |

Notes
1. State Theatre's loan was extended/balloon payment now due in March 2030
2. Cedar Creek's first Interest Only payt. due 1/1/11 - yearly payt. subject to available cash flow
3. Permanent phase for Stone Quarry began 1/1/2015. Permanent phase interest rate is 2%.
4. Canopy Hotel closed on 8/10/2016. Interest only payts were due for the first 15 months. Interest rate is adjustable every five years.
5. Delante Loan was disbursed 2/2016. First 6 months Interest Only payments due began 3/1/2016. Interest Rate 3.5%.
6. 210 Hancock CD-RLF & HOME loans-permanent phase (commenced 12/1/2017) interest rate 2% (compounded annually); Annual payment subject to cash flow.
7. Urban Core Loan was disbursed 8/30/2017 for closing on 8/30/2017. First 6 months Interest Only payments due began 10/1/2017. Interest Rate 3.5%.
9. Permanent phase 1% interest only payts will be due each anniversary of the permanent loan commencement date. Interest will compounded annually and payment will be subject to cash flow. Payments were not due and interest did not accrue in the construction phase.
10. Term for the 107-109 S.Titus Loan is 15 years but the loan is amortized over 30 years. The 15 year term includes 2 months of interest only payts.
11. Term for the 324 Buffalo St. is 15 years but the loan is amortized over 24 years. A balloon pmt of principal & Interest is due at year end 15 (1/1/2035).
<table>
<thead>
<tr>
<th>Project</th>
<th>Monthly Fee</th>
<th>Quarterly Fee</th>
<th>Yearly Fee</th>
<th>Status</th>
<th>Date Last Pay Rec'd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cherry Street Industrial Park</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evaporated Metal Films</td>
<td></td>
<td></td>
<td>$ 236.80</td>
<td>Current</td>
<td>8/13/2021</td>
</tr>
<tr>
<td>Yearly Maintenance Fee - July</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Precision Filters</td>
<td></td>
<td></td>
<td>$ 375.00</td>
<td>Current</td>
<td>7/12/2021</td>
</tr>
<tr>
<td>Yearly Maintenance Fee - July</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cayuga Green</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allpro Parking - air rights lease</td>
<td>$ 3,040.50</td>
<td></td>
<td></td>
<td>Past Due - owes March 2022</td>
<td>3/21/2022</td>
</tr>
<tr>
<td>Monthly Lease - rate change 1/1/2022</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cinemapolis</td>
<td>$ 3,363.00</td>
<td></td>
<td></td>
<td>Current</td>
<td>3/17/2022</td>
</tr>
<tr>
<td>Monthly Lease - rate change on 5/1/21</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quarterly Maint Fee- Jan., April, July, Oct.</td>
<td>$ 297.60</td>
<td></td>
<td></td>
<td>Current</td>
<td>1/7/2022</td>
</tr>
<tr>
<td>(Maint Fee rate change on 7/1/21)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Leases</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Southside Community Center-RIBS</td>
<td>$ 474.74</td>
<td></td>
<td></td>
<td>Current - Paid through 6/30/2022</td>
<td>3/25/2022</td>
</tr>
<tr>
<td>Monthly Lease - New rate 7/1/21</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farmer's Market/Steamboat Landing</td>
<td>$ 8,854.00</td>
<td></td>
<td></td>
<td>Current</td>
<td>2/17/2022</td>
</tr>
</tbody>
</table>