OFFICIAL NOTICE OF MEETING

A Regular meeting of the Common Council will be held on Wednesday, October 2, 2019, at 6:00 p.m. in the Common Council Chambers at City Hall, 108 East Green Street, Ithaca, New York. Your attendance is requested.

AGENDA

1. **PLEDGE OF ALLEGIANCE:**

2. **ADDITIONS TO OR DELETIONS FROM THE AGENDA:**

3. **PROCLAMATIONS/AWARDS:**

4. **SPECIAL ORDER OF BUSINESS:**
   4.1 A Public Hearing Regarding the Proposed Increased Assessment Roll, Budget, and Schedule of Work for each Sidewalk Improvement District for Fiscal Year 2020

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

6. **PETITIONS AND HEARINGS OF PERSONS BEFORE COUNCIL:**

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

8. **CONSENT AGENDA ITEMS:**
   **City Administration Committee:**
   8.1 Planning, Building & Economic Development – Amendment to Personnel Roster - Resolution
   8.2 Youth Bureau – Amendment to Personnel Roster - Resolution
   8.3 Youth Bureau – Amendment to 2019 Budget - Resolution
   8.4 Finance – Approval of 2019-2020 Civil Service Agreement with the Ithaca City School District - Resolution
   8.5 Department of Public Works (DPW) - Amendment to Personnel Roster—Fleet Manager - Resolution

9. **PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE:**
   9.1 An Ordinance to Amend the City of Ithaca Municipal Code, Chapter 325 entitled “Zoning”; Section 8 entitled “District Regulations" to Amend all CBD Zoning Districts
      A. Declaration of Lead Agency – Resolution
      B. Determination of Environmental Significance – Resolution
      C. Adoption of Ordinance
10. **CITY ADMINISTRATION COMMITTEE:**
10.1 Finance Department – Approval of 2018 City of Ithaca Single Audit - Resolution
10.2 A Local Law to Override the Tax Levy Limit Established in General Municipal Law
10.3 Agreement Between Cornell and the City for Construction of Expanded Thurston Avenue Sewer Main – Resolution
10.4 An Ordinance to Amend Chapter 346 of the City of Ithaca Municipal Code entitled “Vehicles and Traffic”
10.5 City Controller’s Report

11. **REPORTS OF SPECIAL COMMITTEES:**

12. **INDIVIDUAL MEMBER – FILED RESOLUTIONS:**

13. **MAYOR’S APPOINTMENTS:**

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

15. **REPORT OF CITY CLERK:**

16. **REPORT OF CITY ATTORNEY:**

17. **MINUTES FROM PREVIOUS MEETINGS:**
17.1 Approval of the July 3, 2019 Common Council Meeting Minutes – Resolution
17.2 Approval of the September 4, 2019 Common Council Meeting Minutes – Resolution
17.3 Approval of the September 25, 2019 Common Council Special Meeting Minutes – Resolution

18. **NEW BUSINESS:**
18.1 Presentation of the 2020 Mayor’s Budget.

19. **ADJOURNMENT:**

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

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

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

Dated: 9/26/19, Rev. 9/27/19

Julie Conley Holcomb City Clerk, CMC
# Proposed 2020 Sidewalk Improvement District (SID)—INCREASED BUDGET

<table>
<thead>
<tr>
<th>District</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>TOTAL</th>
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<tr>
<td>Estimated INCREASED 2020 SID Levy Percentages</td>
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<td>$357,709</td>
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<td>Admin &amp; Supplies</td>
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<td>$19,855</td>
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<td>$113,484</td>
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<td>$2,799</td>
<td>$5,020</td>
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<tr>
<td><strong>Subtotal - funding available</strong></td>
<td>$183,649</td>
<td>$176,820</td>
<td>$317,084</td>
<td>$196,768</td>
<td>$136,302</td>
<td>$1,010,623</td>
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<td>Capital Projects</td>
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<td>$4,200</td>
<td>$24,000</td>
<td>$41,200</td>
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<tr>
<td>Balance for 2020 work plan</td>
<td>$183,649</td>
<td>$163,820</td>
<td>$317,084</td>
<td>$192,568</td>
<td>$112,302</td>
<td>$969,423</td>
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<td>$158,475</td>
<td>$139,583</td>
<td>$273,619</td>
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<td>Design</td>
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<tr>
<td>Construction Inspection/Engineering Technician</td>
<td>$15,991</td>
<td>$15,297</td>
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<td>$17,134</td>
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<td>$15,854</td>
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Concrete Lifting/Concrete Cutting

Updated 13 Aug 2019
### Proposed 2020 Sidewalk Improvement District (SID)–BASE BUDGET

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<thead>
<tr>
<th>District</th>
<th>1</th>
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<th>3</th>
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<th>TOTAL</th>
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<tbody>
<tr>
<td>Estimated 2020 SID Levy</td>
<td>$157,968</td>
<td>$150,032</td>
<td>$273,748</td>
<td>$165,226</td>
<td>$116,450</td>
<td>$863,424</td>
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<td>Percentages</td>
<td>18.3%</td>
<td>17.4%</td>
<td>31.7%</td>
<td>19.1%</td>
<td>13.5%</td>
<td>100%</td>
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<td>Admin &amp; Supplies</td>
<td>$20,762</td>
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<td>Insurance</td>
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<td>$2,780</td>
<td>$5,073</td>
<td>$3,062</td>
<td>$2,158</td>
<td>$16,000</td>
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<tr>
<td>Subtotal - funding available</td>
<td>$134,278</td>
<td>$127,532</td>
<td>$232,695</td>
<td>$140,448</td>
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<td>$733,940</td>
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<td>Capital Projects</td>
<td>$13,000</td>
<td></td>
<td></td>
<td>$4,200</td>
<td>$24,000</td>
<td>$41,200</td>
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<tr>
<td>Balance for 2020 work plan</td>
<td>$134,278</td>
<td>$114,532</td>
<td>$232,695</td>
<td>$136,248</td>
<td>$74,987</td>
<td>$692,740</td>
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<td>Construction</td>
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<td>$92,864</td>
<td>$193,160</td>
<td>$112,385</td>
<td>$58,169</td>
<td>$568,042</td>
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<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Construction Inspection/</td>
<td>$16,100</td>
<td>$15,291</td>
<td>$27,901</td>
<td>$16,840</td>
<td>$11,869</td>
<td>$88,001</td>
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<td>Engineering Technician</td>
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<tr>
<td>Miscellaneous</td>
<td>$6,714</td>
<td>$6,377</td>
<td>$11,635</td>
<td>$7,022</td>
<td>$4,949</td>
<td>$36,697</td>
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Concrete Lifting/Concrete Cutting

*updated 13 Aug 2019*
## 2020 PROPOSED Sidewalk Work Plan and Budget

### District One

<table>
<thead>
<tr>
<th>City Block</th>
<th>Appr. Length of sidewalk (linear feet)</th>
<th>Estimated SF cost</th>
<th>Cost (5' wide)</th>
<th>Available Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Construction</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Curb Ramps: King &amp; Queen St./ N. Aurora St.</td>
<td>210</td>
<td>$ 22</td>
<td>$ 23,100</td>
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<tr>
<td>300 Utica St. East</td>
<td>165</td>
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<td>$ 18,150</td>
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<tr>
<td>1100 N. Cayuga St. West</td>
<td>160</td>
<td>$ 22</td>
<td>$ 17,600</td>
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</tr>
<tr>
<td>600 Stewart Ave. West</td>
<td>450</td>
<td>$ 22</td>
<td>$ 49,500</td>
<td></td>
</tr>
<tr>
<td><strong>With Increased SID Assessments</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>All of the above +</td>
<td>985</td>
<td>TOTAL</td>
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<td>100 E. York St. North</td>
<td>350</td>
<td>$ 22</td>
<td>$ 38,500</td>
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<tr>
<td>100 E. York St. South</td>
<td>100</td>
<td>$ 22</td>
<td>$ 11,000</td>
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<tr>
<td><strong>Contingency</strong></td>
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<tr>
<td>100 Heights Court North</td>
<td>390</td>
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<td>$ 42,900</td>
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<tr>
<td>100 Heights Court South</td>
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<td>500 N. Aurora St. West</td>
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<td>$ 22</td>
<td>$ 37,400</td>
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<tr>
<td>100 E. Lewis St. North</td>
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<td>$ 25,300</td>
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<tr>
<td>100 E. Lewis St. South</td>
<td>200</td>
<td>$ 22</td>
<td>$ 22,000</td>
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<tr>
<td>100 E. Yates St. North</td>
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<tr>
<td>100 E. Yates St. South</td>
<td>170</td>
<td>$ 22</td>
<td>$ 18,700</td>
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<tr>
<td><strong>Design projects</strong></td>
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</tr>
<tr>
<td><strong>Total Contingency</strong></td>
<td></td>
<td></td>
<td>$ 210,100</td>
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<tr>
<td><strong>Future Collaboration with City Streets’ Crews/Grant Money/Capital Projects</strong></td>
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</tr>
<tr>
<td>100 Thurston Ave. North</td>
<td>950</td>
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<tr>
<td>900 Stewart Ave. West</td>
<td>65,000</td>
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<tr>
<td>300 Fall Creek Dr. North</td>
<td>200,000</td>
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</table>

FYI: NOT FOR VOTING PURPOSES
### 2020 PROPOSED Sidewalk Work Plan and Budget

**District Two**

<table>
<thead>
<tr>
<th>City Block</th>
<th>Side of Street</th>
<th>Appr. Length of sidewalk (linear feet)</th>
<th>Estimated SF cost</th>
<th>Cost (5' wide)</th>
<th>Available Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100 Dryden Rd.</td>
<td>North/South</td>
<td>200</td>
<td>$22</td>
<td>$22,000</td>
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<tr>
<td>300 Eddy St.</td>
<td>East/West</td>
<td>140</td>
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<td>$15,400</td>
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<tr>
<td>100-300 College Ave.</td>
<td>East/West</td>
<td>450</td>
<td>$22</td>
<td>$49,500</td>
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<td></td>
<td></td>
<td>790</td>
<td><strong>TOTAL</strong></td>
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<td><strong>$92,864</strong></td>
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<tr>
<td>With Increased SID Assessments</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>All of the above +</td>
<td></td>
<td></td>
<td>$86,900</td>
<td></td>
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<tr>
<td>100 Ithaca Rd.</td>
<td>North</td>
<td>165</td>
<td>$22</td>
<td>$18,150</td>
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<td>$19,800</td>
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<td>North</td>
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<td>$22</td>
<td>$11,000</td>
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<td></td>
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<td><strong>TOTAL</strong></td>
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<tr>
<td>Contingency</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td>Construction</td>
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<td>100 Linden Ave.</td>
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<td>200 Delaware Ave.</td>
<td>West</td>
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<td>$44,000</td>
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<td>100 Delaware Ave.</td>
<td>West</td>
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<td>$22</td>
<td>$49,500</td>
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<td>Design projects</td>
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<td>1100 E. State St</td>
<td>South</td>
<td>450</td>
<td>$22</td>
<td>$120,000</td>
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2020 PROPOSED Sidewalk Work Plan and Budget

District Three

<table>
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<tr>
<th>City Block</th>
<th>Side of Street</th>
<th>Appr. Length of sidewalk (linear feet)</th>
<th>Estimated SF cost</th>
<th>Cost (5’ wide)</th>
<th>Available Budget</th>
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<td>250</td>
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<td>$22</td>
<td>$27,500</td>
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<td>$</td>
<td>$25</td>
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<td>600 W. Green St.</td>
<td>North/South</td>
<td>350</td>
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<td>$22</td>
<td>$38,500</td>
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<tr>
<td>500 W. Green St.</td>
<td>North/South</td>
<td>350</td>
<td>$</td>
<td>$22</td>
<td>$38,500</td>
</tr>
<tr>
<td>200 S. Cayuga St.</td>
<td>East</td>
<td>330</td>
<td>$</td>
<td>$22</td>
<td>$36,300</td>
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<tr>
<td>100 S. Corn St.</td>
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<td>100</td>
<td>$</td>
<td>$22</td>
<td>$11,000</td>
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<td><strong>1,680</strong></td>
<td><strong>TOTAL</strong></td>
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<td><strong>193,160</strong></td>
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With Increased SID Assessments

<table>
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<tr>
<th>City Block</th>
<th>Side of Street</th>
<th>Appr. Length of sidewalk (linear feet)</th>
<th>Estimated SF cost</th>
<th>Cost (5’ wide)</th>
<th>Available Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>300 W. Seneca St.</td>
<td>North</td>
<td>300</td>
<td>$</td>
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<td>$33,000</td>
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<tr>
<td>200 E. Buffalo St.</td>
<td>South</td>
<td>300</td>
<td>$</td>
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<td>$33,000</td>
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<td>200 Monroe St.</td>
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<td><strong>2,430</strong></td>
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<td><strong>273,619</strong></td>
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Design projects

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<th>Side of Street</th>
<th>Appr. Length of sidewalk (linear feet)</th>
<th>Estimated SF cost</th>
<th>Cost (5’ wide)</th>
<th>Available Budget</th>
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<tbody>
<tr>
<td>100 E. Seneca St.</td>
<td>North</td>
<td>300</td>
<td>$</td>
<td>$22</td>
<td>$33,000</td>
</tr>
<tr>
<td>500 W. Seneca St.</td>
<td>North</td>
<td>300</td>
<td>$</td>
<td>$22</td>
<td>$33,000</td>
</tr>
<tr>
<td>300 W. Buffalo St.</td>
<td>South</td>
<td>400</td>
<td>$</td>
<td>$22</td>
<td>$44,000</td>
</tr>
<tr>
<td>100 W. Buffalo St.</td>
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<td>150</td>
<td>$</td>
<td>$22</td>
<td>$16,500</td>
</tr>
<tr>
<td>100 S. Plain St.</td>
<td>East</td>
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<td>$</td>
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<td>$22,000</td>
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<td>200 Center St.</td>
<td>South</td>
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<td>100 E. Court St.</td>
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<td>$</td>
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<td>$33,000</td>
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<td>400 Madison St.</td>
<td>North/South</td>
<td>460</td>
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Future Collaboration with City Streets' Crews/Grant Money/Captial Projects
## District Four

<table>
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<th>Side of Street</th>
<th>Appr. Length of sidewalk (linear feet)</th>
<th>Estimated SF cost</th>
<th>Cost ($) wide</th>
<th>Available Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Construction</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100 E. Spencer St. &amp; Curb Ramps</td>
<td>North/South</td>
<td>400</td>
<td>$22</td>
<td>$44,000</td>
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<tr>
<td>200 Cecil A Malone Dr.</td>
<td>North/South</td>
<td>600</td>
<td>$22</td>
<td>$66,000</td>
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<tr>
<td></td>
<td></td>
<td>1,000</td>
<td>TOTAL $</td>
<td>$110,000</td>
<td>$112,385</td>
</tr>
<tr>
<td><strong>With Increased SID Assessments</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All of the above +</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$110,000</td>
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<tr>
<td>100 Hawthorne Pl.</td>
<td>North</td>
<td>350</td>
<td>$22</td>
<td>$38,500</td>
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<tr>
<td>300 Wood St.</td>
<td>North</td>
<td>130</td>
<td>$22</td>
<td>$14,300</td>
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<tr>
<td></td>
<td></td>
<td>TOTAL $</td>
<td></td>
<td>$162,800</td>
<td>$165,596</td>
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<tr>
<td><strong>Contingency</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Construction</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100 Hillvew Pl</td>
<td>South</td>
<td>400</td>
<td>$22</td>
<td>$44,000</td>
<td></td>
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<tr>
<td>300 Pleasant St.</td>
<td>South</td>
<td>370</td>
<td>$22</td>
<td>$40,700</td>
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<tr>
<td>200 Columbia St</td>
<td>South</td>
<td>385</td>
<td>$22</td>
<td>$42,350</td>
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<tr>
<td>500 S. Cayuga St.</td>
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<td>200</td>
<td>$22</td>
<td>$22,000</td>
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<td>400 Turner Pl.</td>
<td>East</td>
<td>250</td>
<td>$22</td>
<td>$27,500</td>
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<td></td>
<td></td>
<td>Total Contingency $</td>
<td></td>
<td>$132,550</td>
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<tr>
<td><strong>Future Collaboration with City Streets' Crews/Grant Money/Captial Projects</strong></td>
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<td></td>
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</tr>
<tr>
<td>400 Hillview Pl</td>
<td>South</td>
<td>650</td>
<td>$223,000</td>
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<tr>
<td>600-900 S. Aurora St</td>
<td>East</td>
<td>1650</td>
<td>$300,000</td>
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<tr>
<td>300 Spencer Rd</td>
<td>East/West</td>
<td>2100</td>
<td>$400,000</td>
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<tr>
<td>100 Giles St</td>
<td>South</td>
<td>450</td>
<td>$360,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>200-300 Giles St</td>
<td>East</td>
<td>1600</td>
<td>$300,000</td>
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</table>
# 2020 PROPOSED Sidewalk Work Plan and Budget

## District Five

<table>
<thead>
<tr>
<th>City Block</th>
<th>Side of Street</th>
<th>Appr. Length (linear feet)</th>
<th>Estimated SF cost</th>
<th>Cost (5' wide)</th>
<th>Available Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Construction</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>300 N. Meadow St.</td>
<td>West</td>
<td>80</td>
<td>$22</td>
<td>$8,800</td>
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<tr>
<td>400 N. Meadow St.</td>
<td>West</td>
<td>60</td>
<td>$22</td>
<td>$6,600</td>
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<tr>
<td>500 N. Meadow St.</td>
<td>West</td>
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<td>$22</td>
<td>$6,600</td>
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<tr>
<td>700 W. Court St.</td>
<td>North</td>
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<td>$22</td>
<td>$5,500</td>
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<td>300 S. Meadow St.</td>
<td>East</td>
<td>150</td>
<td>$22</td>
<td>$16,500</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$44,000</strong></td>
<td><strong>58,169</strong></td>
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</table>

### With Increased SID Assessments

- All of the above + $44,000
- 100-1100 Additional funding for Hector St Complete Street + $49,000

**TOTAL $93,000 $93,618**

## Contingency

### Construction

<table>
<thead>
<tr>
<th>City Block</th>
<th>Side of Street</th>
<th>Appr. Length (linear feet)</th>
<th>Estimated SF cost</th>
<th>Cost (5' wide)</th>
</tr>
</thead>
<tbody>
<tr>
<td>200 Cliff St.</td>
<td>East</td>
<td>450</td>
<td>$22</td>
<td>$49,500</td>
</tr>
<tr>
<td>400 Chestnut St.</td>
<td>West</td>
<td>260</td>
<td>$22</td>
<td>$28,600</td>
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<tr>
<td>200 Taughannock Blvd.</td>
<td>West</td>
<td>80</td>
<td>$22</td>
<td>$8,800</td>
</tr>
<tr>
<td>500 Esty St.</td>
<td>North</td>
<td>80</td>
<td>$22</td>
<td>$8,800</td>
</tr>
<tr>
<td>600 W. Buffalo St.</td>
<td>North</td>
<td>80</td>
<td>$22</td>
<td>$8,800</td>
</tr>
</tbody>
</table>

**Total Contingency $55,000**

### Design projects

**Future Collaboration with City Streets’ Crews/Grant Money/Capital Projects**

- 100-1100 Hector St North/East 7150 $1,700,000
8. **CONSENT AGENDA ITEMS:**
   **City Administration Committee:**

8.1 **Planning, Building & Economic Development – Amendment to Personnel Roster - Resolution**

WHEREAS, the City of Ithaca’s Planning Division currently has one full-time Historic Preservation Planner; and

WHEREAS, in 2018, Common Council approved an increase in hours from 35 to 40 for the Historic Preservation Planner position beginning January 1, 2019; and

WHEREAS, also at that time, funding was approved for the change from Historic Preservation Planner to Historic Preservation and Neighborhood Planner; and

WHEREAS, the Historic Preservation Planner is responsible for eight locally designated historic districts, twenty four locally designated individual landmarks, and the Ithaca Landmarks Preservation Commission; and

WHEREAS, the incumbent also attends neighborhood meetings, assists with neighborhood public outreach efforts, researches and drafts sections of comprehensive neighborhood and thematic plans, and attends neighborhood events; and

WHEREAS, the position of Historic Preservation and Neighborhood Planner better reflects the actual work being done; and

WHEREAS, funding for this position was approved for 2019 and is expected to be approved for 2020; now, therefore be it

**RESOLVED,** That Common Council hereby amends the 2019 authorized roster as follows:

Add:  
One (1) Historic Preservation and Neighborhood Planner at 40 hours per week

Delete:  
One (1) Historic Preservation Planner at 40 hours per week

; and, be it further

**RESOLVED,** That for the sole purpose of determining days worked reportable to the New York State and Local Employees’ Retirement System, the standard workday for the title of Historic Preservation and Neighborhood Planner 2 shall be established at eight (8) hours per day, forty (40) hours per week.
TO: City Administration Committee of Common Council
FROM: JoAnn Cornish, Director of Planning and Development
DATE: August 30, 2019

RE: Request to Amend Personnel Roster from Historic Preservation Planner to Historic Preservation and Neighborhood Planner

In 2011, the Historic Preservation and Neighborhood Planner retired after 25 years of being in that position. Due to budget cuts when this position became vacant, the hours were reduced to 20 hours per week and the position was reclassified to Historic Preservation Planner to justify the reduction in hours. Eventually the hours were increased to 35 hours per week and last year the hours were increased to 40 hours per week. At that time, the funding was approved for the Historic Preservation and Neighborhood Planner position to beginning January 1, 2019.

Since that time, the Planning Department has lost one full time planner and is in the process of filling that vacancy. However, the amount of work has not slowed down and all members of the Planning Staff take on whatever tasks are needed. While the Historic Preservation Planner is responsible for eight locally designated historic districts, twenty four locally designated individual landmarks, and the Ithaca Landmarks Preservation Commission, the incumbent also attends neighborhood meetings, assists with neighborhood public outreach efforts, researches and drafts sections of comprehensive neighborhood and thematic plans, and attends neighborhood events.

The position of Historic and Neighborhood Planner better reflects the actual work being done and I would like to move forward with this change.

I would be happy to discuss this with you should you need more information or have questions. Thank you for your consideration of this request.
8.2 **Youth Bureau – Amendment to Personnel Roster - Resolution**

WHEREAS, the Youth Bureau recently had a longtime Youth Program Leader retire; and

WHEREAS, an amendment to the 2019 Youth Bureau roster would enable the department to find the best staffing pattern that will meet community needs, utilize staff strengths, help support the vision, mission and goals of the organization, while operating within budgets; now, therefore be it

**RESOLVED,** That the Personnel Roster of the Youth Bureau be amended effective October 1, 2019, as follows:

**Fund:**  One (1) Youth Program Leader (35 hours)

**Increase:** One (1) Recreation Program Assistant (40 hours)

**Defund:** One (1) Youth Program Leader (30 hours)

; and, be it further

**RESOLVED,** That funds for this roster amendment shall be derived from the existing Youth Bureau budget.
To: City Administration Committee  
From: Liz Klohmann, Director  
Re: 2019 Roster Amendment  
Date: 9/18/19

The Youth Bureau is requesting permission to amend the 2019 personnel roster. On September 6th a long time Youth Program Leader (30 hours) in YES resigned to pursue her dream job in the elementary education. We are requesting to adjust our roster by defunding the 30 hour Youth Program Leader position and funding the 35 hour Youth Program Leader. We are also requesting to increase the one Recreation Program Assistant from 35 hours to 40 hours.

Effective September 6, 2019,
Defund - one Youth Program Leader 30 hours savings $14,421

Effective October 1, 2019,
Fund one Youth Program Leader 35 hours additional cost $10,833

Effective October 1, 2019
Increase - one Recreation Program Assistant to 40 hours additional cost $1,299

This roster amendment does not require additional funds from the City and will allow us to optimize our resources and personnel to provide quality services to residents, both now and in the future.
WHEREAS, The summer Sailing Program increased its offerings to young people in the community and experienced increased registration numbers; and

WHEREAS, the Ithaca Youth Bureau collected an additional $15,452 in fees for the 2019 summer sailing program now; therefore, be it

RESOLVED, That Common Council hereby amends the 2019 Youth Bureau Budget to account for said increase as follows:

Increase Revenue Account:

A 7310-2001-1569 Sailing Camp $15,452

Increase Expense Account:

A 7310-5435-1569 Contracts $15,452
To: City Administration Committee

From: Liz Klohmann, YB Director

Re: Request to amend Youth Bureau 2019 Budget

Date: 9/18/19

The Ithaca Youth Bureau offers a summer sailing program through Cornell Sailing for youth in the community. This season the program saw increased registration numbers and increased programming to support the interest. The program exceeded our revenue and expense projections and we are requesting an amendment to the 2019 Youth Bureau budget as follows:

Increase Revenue Account:

A 7310-2001-1569  Sailing Camp  $15,452

AND,

Increase Expense Account:

A 7310-5435-1569  Contracts  $9,862
8.4 **Finance – Approval of 2019-2020 Civil Service Agreement with the Ithaca City School District - Resolution**

RESOLVED, That the Mayor and City Controller be authorized and directed to execute an agreement between the City of Ithaca and the Ithaca City School District for performance by the City for services in connection with Civil Service matters for the period July 1, 2019 to June 30, 2020, in an amount of $61,375 payable to the City of Ithaca on or before December 1, 2019.
### 2018 Agreement for Prorating of Expenses
Of the City Civil Service Commission
For the Handling of the Records, Examinations, Etc.
For Civil Service Employees of the Ithaca City School District

<table>
<thead>
<tr>
<th>EMPLOYEE</th>
<th>NUMBER</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITHACA CITY SCHOOL DISTRICT</td>
<td>458</td>
<td>51.35%</td>
</tr>
<tr>
<td>CITY OF ITHACA/IHA</td>
<td>434</td>
<td>48.65%</td>
</tr>
<tr>
<td></td>
<td>892</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

#### 2018 CIVIL SERVICE EXPENSES

**SALARY:**

$75,535

**FRINGE BENEFITS:**

- SOCIAL SECURITY/MED. \( \times 7.65\% \):
  - \$5,778
- RETIREMENT \( \times 15.8\% \):
  - \$11,935
- WORKERS COMP. \( \times .45 \):
  - \$340
- HEALTH/DENTAL INSURANCE:
  - \$19,958

\[ \text{Total Fringe Benefits: } \$38,011 \]

**TELEPHONE** \( \times 25\% \) OF TOTAL EXPENDITURES:

\[ \$406 \]

**SUPPLIES** \( \times 25\% \) OF TOTAL EXPENDITURES:

\[ \$3,240 \]

**ADVERTISING** \( \times 25\% \) OF TOTAL EXPENDITURES:

\[ \$1,237 \]

**EQUIPMENT/EQUIP. MAINT.** \( \times 25\% \) OF TOTAL EXPENDITURES:

\[ \$1,094 \]

**TOTAL EXPENSES**:

\[ \$119,523 \]

**SCHOOL DISTRICT** \( \times 51.35\% \):

\[ \$61,375 \]

**CITY OF ITHACA/IHA** \( \times 48.65\% \):

\[ \$58,148 \]

**TOTAL**:

\[ \$119,523 \]
AGREEMENT

THIS AGREEMENT made the ___ day of __________, 2019, by and between the CITY OF ITHACA, a municipal corporation of the State of New York, hereinafter referred to as the “City”, party of the first part, and CITY SCHOOL DISTRICT, CITY OF ITHACA, a municipal corporation of the State of New York, hereinafter referred to as the “School District”, party of the second part.

WITNESSETH:

WHEREAS, the Board of Education of the School District desires to enter into a contract with the City for the performance by the City of certain services, to avoid duplication and unnecessary expense, particularly services in connection with Civil Service matters on behalf of the School District, pursuant to Section 2503, subparagraph 16, of the New York Education Law, and

WHEREAS, the total number of classified Civil Service employees on the payrolls of the City and the City School District for the final payroll period in December 2018 was 906, and

WHEREAS, the actual annual expenditures for the Civil Service Commission of the City of Ithaca for the 2018 fiscal year of the City was $140,067;

NOW, THEREFORE, the parties hereto agree as follows:

1. That for the services rendered and to be rendered by the City for the School District during the School District fiscal year, which is July 1, 2019 through June 30, 2020 the School District shall pay to the City a lump sum of $66,336, payable on or before December 31, 2019.

2. In consideration of such payment, the City agrees:
   (a) to furnish the School District the part-time services of the Civil Service Commission of the City of Ithaca and the members of its staff, and the City Clerk and the members of her staff; and
(b) to handle the records and perform any other necessary Civil Service services relating to Board of Education employees in the classified service, including examinations and tests when required.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective duly authorized officers as of the day and year first above written.

CITY OF ITHACA, NEW YORK

By: __________________________
    Mayor

ATTEST:

________________________
City Clerk

CITY SCHOOL DISTRICT
CITY OF ITHACA, NEW YORK

By: __________________________

ATTEST:

________________________
School District Clerk
Department of Public Works (DPW) - Amendment to Personnel Roster—Fleet Manager - Resolution

WHEREAS, the current Fleet Manager in the Streets and Facilities Division of the Department of Public Works is anticipating retirement in the Spring of 2020; and

WHEREAS, the Fleet Manager is a highly specialized, key position in the Department of Public Works, with significant recordkeeping, procurement, management, and regulatory duties, such that a new hire would have a difficult time starting the position without the benefit of training from the existing Fleet Manager; and

WHEREAS, a loss of continuity in the Fleet Manager position would significantly disrupt operations related to the procurement, services, maintenance, and repair of City vehicles and construction equipment; and

WHEREAS, the Department of Public Works has funds available in its 2019 budget, and has requested funds in its 2020 budget, to overlap this position, allowing the new Fleet Manager to work with the current Fleet Manager for up to 4 months to learn City-specific aspects of the job; now, therefore be it

RESOLVED, That the personnel roster of the Department of Public Works be amended as follows:

Add: One (1) Fleet Manager position;

; and, be it further

RESOLVED, That upon the retirement of the current Fleet Manager, the redundant position shall be removed from the roster on the date of retirement; and, be it further

RESOLVED, That the redundant Fleet Manager position be funded through transfer of funds from A5111-5115, which has three funded vacant positions that won’t be filled until spring 2020.
MEMORANDUM

Date: September 18, 2019

To: Common Council

From: Michael Thorne, Superintendent of Public Works

Subject: Redundant Fleet Manager Position

Dear Council Members

Our current Fleet Manager, Brian Carman, anticipates retiring in the Spring of 2020. This is a highly specialized, key position for the Department of Public Works and the entire City, involving extensive recordkeeping, regulatory, procurement, and management duties related to the repair and maintenance of our City vehicles and construction equipment. In addition, Brian has accumulated a wealth of institutional knowledge about the City’s needs, and has been actively working toward the City’s Green initiatives. A new Fleet Manager will have a difficult time coming up to speed without the benefit of training with Brian Carman for a few months. A loss of continuity in the Fleet Manager position will be highly disruptive to City operations.

The Department of Public Works has funding that could be used to pay for a redundant Fleet Manager position for several months. Ideally, we would like to start advertising this position in early October, with the hope of hiring a qualified candidate in January 2020.
9. PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE:
9.1 An Ordinance to Amend the City of Ithaca Municipal Code, Chapter 325 entitled “Zoning”; Section 8 entitled “District Regulations” to Amend all CBD Zoning Districts

A. Declaration of Lead Agency – Resolution
WHEREAS, State Law and Section 176-6 of the City Code require that a lead agency be established for conducting environmental review of projects in accordance with local and state environmental law; and

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

WHEREAS, the proposed action is a Type 1 Action under the City Environmental Quality Review Ordinance, §176-4 Type 1 Actions, B.7, “The adoption of zoning map changes and changes in the allowable uses within any zoning district, affecting 2 or more acres in the district”; now, therefore be it

RESOLVED, That the Common Council of the City of Ithaca does hereby declare itself lead agency for the environmental review of the proposal to amend the Municipal Code of the City Of Ithaca, Chapter 325, Entitled “Zoning” to Establish Minimum Story Heights of 12 Feet Floor to Floor on the First Story and a Minimum 10 Feet Floor to Floor for Each Subsequent Story in all CBD Zoning Districts; to Establish a Reduction in the Maximum Allowable Height on the 300, 400, and 500 blocks of West State/MLK Street in the existing CBD-60 Zoning District to 52 feet; and to Establish Stepback Requirements for Properties on the, 300, 400, and 500 Blocks of West State/MLK Street, City of Ithaca, City of Ithaca Tax Parcels 71.-1-10, 71.-1-11, 71.-1-12, 71.-1-13, 71.-1-14, 71.-1-15, 71.-1-16, 71.-1-17, 71.-1-18, 71.-1-19.1, 71.-1-19.2, 71.-1-22, 71.-1-3, 71.-1-4, 71.-1-5, 71.-1-7, 71.-1-8, 71.-1-9, 71.-2-12, 71.-2-14, 71.-2-15, 71.-2-18, 71.-2-19, 71.-2-20, 71.-2-4, 71.-2-5, 71.-5-1, 71.-5-10, 71.-5-11, 71.-5-12, 71.-5-13, 71.-5-17.2, 71.-5-18, 71.-5-19, 71.-5-2, 71.-5-20, 71.-5-22, 71.-5-23, 71.-5-24, 71.-5-4, 71.-5-5, 71.-5-7, 71.-5-8, 71.-5-9, 71.-6-1, 71.-6-10, 71.-6-11, 71.-6-12, 71.-6-13, 71.-6-14, 71.-6-15, 71.-6-17, 71.-6-18, 71.-6-19, 71.-6-20, 71.-6-21, 71.-6-22, 71.-6-23, 71.-6-24, 71.-6-25, 71.-6-26, 71.-6-5, 71.-6-6, 71.-6-7, 71.-6-8, 71.-6-9, 72.-3-10, 72.-3-12, 72.-3-14, 72.-3-15, 72.-3-16, 72.-3-17, 72.-3-18.1, 72.-3-18.2, 72.-3-19, 72.-3-2, 72.-3-20, 72.-3-23.2, 72.-3-24, 72.-3-26, 72.-3-3, 72.-3-6, 72.-3-7, 72.-3-8, 72.-3-9, 72.-4-10, 72.-4-13, 72.-4-14, 72.-4-3, 72.-4-4, 72.-4-5, and 72.-4-9.
B. Determination of Environmental Significance – Resolution

WHEREAS, the Common Council of the City of Ithaca is considering an Ordinance to amend the Municipal Code of the City Of Ithaca, Chapter 325, Entitled “Zoning” to establish minimum story heights of 12 feet floor to floor on the first story and a minimum 10 feet floor to floor for each subsequent story in all CBD Zoning Districts; to establish a reduction in the maximum allowable height on the 300, 400, and 500 blocks of West State/MLK Street in the existing CBD-60 Zoning District to 52 feet; and to establish stepback requirements for properties on the, 300, 400, and 500 Blocks of West State/MLK Street, City of Ithaca, City of Ithaca Tax Parcels 71.-1-10, 71.-1-11, 71.-1-12, 71.-1-13, 71.-1-14, 71.-1-15, 71.-1-16, 71.-1-17, 71.-1-18, 71.-1-19.1, 71.-1-19.2, 71.-1-22, 71.-1-3, 71.-1-4, 71.-1-5, 71.-1-7, 71.-1-8, 71.-1-9, 71.-2-12, 71.-2-14, 71.-2-15, 71.-2-18, 71.-2-19, 71.-2-20, 71.-2-4, 71.-2-5, 71.-5-1, 71.-5-10, 71.-5-11, 71.-5-12, 71.-5-13, 71.-5-17.2, 71.-5-18, 71.-5-19, 71.-5-2, 71.-5-20, 71.-5-22, 71.-5-23, 71.-5-24, 71.-5-4, 71.-5-5, 71.-5-7, 71.-5-8, 71.-5-9, 71.-6-1, 71.-6-10, 71.-6-11, 71.-6-12, 71.-6-13, 71.-6-14, 71.-6-15, 71.-6-17, 71.-6-18, 71.-6-19, 71.-6-21, 71.-6-22, 71.-6-23, 71.-6-24, 71.-6-25, 71.-6-26, 71.-6-5, 71.-6-6, 71.-6-7, 71.-6-8, 71.-6-9, 72.-3-10, 72.-3-12, 72.-3-14, 72.-3-15, 72.-3-16, 72.-3-17, 72.-3-18.1, 72.-3-18.2, 72.-3-19, 72.-3-2, 72.-3-20, 72.-3-23.2, 72.-3-24, 72.-3-26, 72.-3-3, 72.-3-6, 72.-3-7, 72.-3-8, 72.-3-9, 72.-4-10, 72.-4-13, 72.-4-14, 72.-4-3, 72.-4-4, 72.-4-5, and 72.-4-9; and

WHEREAS, the proposed action is a Type 1 Action under the City Environmental Quality Review Ordinance, §176-4 Type 1 Actions, B.7, “The adoption of zoning map changes and changes in the allowable uses within any zoning district, affecting two (2) or more acres in the district”; and

WHEREAS, the appropriate environmental review has been conducted, including the preparation of a Full Environmental Assessment Form (FEAF) Part 1, dated May 22, 2019, and Part 2, dated May 23, 2019; and

WHEREAS, the Common Council of the City of Ithaca, acting as lead agency, has reviewed the FEAF prepared by Planning Staff; now, therefore be it

RESOLVED, That this Common Council, as lead agency in this matter, hereby adopts as its own the findings and conclusions more fully set forth on the Full Environmental Assessment Form, Part 1, dated May 22, 2019, and Part 2, dated May 23, 2019; and, be it further

RESOLVED, That this Common Council, as lead agency in this matter, hereby determines that the proposed action at issue will not have a significant effect on the environment, and that further environmental review is unnecessary; and, be it further

RESOLVED, That this resolution constitutes notice of this negative declaration and that the City Clerk is hereby directed to file a copy of the same, together with any attachments, in the City Clerk’s Office, and forward the same to any other parties as required by law.
C. An Ordinance to Amend the City of Ithaca Municipal Code, Chapter 325 entitled “Zoning”; Section 8 entitled “District Regulations” to Amend all CBD Zoning Districts

ORDINANCE NO. 2019-

BE IT NOW ORDAINED AND ENACTED by the Common Council of the City of Ithaca that Chapter 325 (Zoning) of the Municipal Code of the City of Ithaca is hereby amended as follows:

Section 1. Chapter 325, Section 325-8A, District Regulations Chart, be amended to add minimum story heights in all CBD Zoning Districts, to read as follows:

“All new construction in the CBD Zoning Districts are required to have a minimum height of 12 feet floor to floor on the first story and a minimum 10 feet floor to floor for each subsequent story.”

Section 2. Chapter 325, Section 325-8A, District Regulations Chart, be amended to increase the maximum allowable height in the existing CBD-60 Zoning District to 62 feet, and to increase the maximum allowable height in the CBD-50 Zoning District to 52 feet. This is intended to allow for a 12 feet minimum height of the first story and a 10 feet minimum height of each subsequent story.

Section 3. Chapter 325, Section 325-5 of the Municipal Code of the City of Ithaca, entitled “Zoning Map” is hereby amended to change the zoning designation of the following parcels, or some portion of these parcels, as shown on the attached map entitled “Proposed West State Street Rezoning from CBD-60 to CBD-52 – May 23, 2019”, from CBD-60 to CBD-50: 71.-1-10, 71.-1-11, 71.-1-12, 71.-1-13, 71.-1-14, 71.-1-15, 71.-1-16, 71.-1-17, 71.-1-18, 71.-1-19.1, 71.-1-19.2, 71.-1-22, 71.-1-3, 71.-1-4, 71.-1-5, 71.-1-7, 71.-1-8, 71.-1-9, 71.-2-12, 71.-2-14, 71.-2-15, 71.-2-18, 71.-2-19, 71.-2-20, 71.-2-4, 71.-2-5, 71.-5-1, 71.-5-10, 71.-5-11, 71.-5-12, 71.-5-13, 71.-5-17.2, 71.-5-18, 71.-5-19, 71.-5-2, 71.-5-20, 71.-5-22, 71.-5-23, 71.-5-24, 71.-5-4, 71.-5-5, 71.-5-7, 71.-5-8, 71.-5-9, 71.-6-1, 71.-6-10, 71.-6-11, 71.-6-12, 71.-6-13, 71.-6-14, 71.-6-15, 71.-6-17, 71.-6-18, 71.-6-19, 71.-6-20, 71.-6-21, 71.-6-22, 71.-6-23, 71.-6-24, 71.-6-25, 71.-6-26, 71.-6-5, 71.-6-6, 71.-6-7, 71.-6-8, 71.-6-9, 72.-3-10, 72.-3-12, 72.-3-14, 72.-3-15, 72.-3-16, 72.-3-17, 72.-3-18.1, 72.-3-18.2, 72.-3-19, 72.-3-2, 72.-3-20, 72.-3-23.2, 72.-3-24, 72.-3-26, 72.-3-3, 72.-3-6, 72.-3-7, 72.-3-8, 72.-3-9, 72.-4-10, 72.-4-13, 72.-4-14, 72.-4-3, 72.-4-4, 72.-4-5, and 72.-4-9.

Section 4. The City of Ithaca Planning and Development Board, the City Clerk and the Planning Department shall amend the zoning map and the district regulations chart in accordance with the amendments made herewith.
**Section 5.** Chapter 325, Section 325-8D, Additional Restrictions in the CBD District, is hereby amended to add a subsection (4) to read as follows:

325-8D.

4. In order to maintain the existing character and to preserve the pedestrian scale along the street front, all new construction located in the portion of the newly created CBD-52 Zoning District directly fronting on the 300, 400, and 500 blocks of West State/MLK Street that is over 4 stories in height must contain a stepback of 15 feet after the first 32 feet in height.

**Section 6.** Severability. Severability is intended throughout and within the provisions of this local law. If any section, subsection, sentence, clause, phrase or portion of this local law is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portion.

**Section 7.** Effective date. This ordinance shall take effect immediately and in accordance with law upon publication of notices as provided in the Ithaca City Charter.
Proposed West State Street Re-Zoning From CBD-60 to CBD-50 -- May 23, 2019

NY State Plane, Central GRS 80 Datum
Map Source: City of Ithaca Zoning 2017 Ordinance
10. **CITY ADMINISTRATION COMMITTEE:**
10.1 **Finance Department – Approval of 2018 City of Ithaca Single Audit - Resolution**

**RESOLVED,** That the Independent Auditor’s Report for the period of January 1, 2018 through December 31, 2018, prepared by the accounting firm of Insero & Company CPAs, LLP, be accepted to comply with all of the City’s applicable Government Accounting Standards Board (GASB) Statement 34 and other related audit and single-audit requirements.
10.2   **A Local Law to Override the Tax Levy Limit Established in General Municipal Law**

**Local Law No. 2019-**

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

**Section 1.** Legislative Intent
It is the intent of this local law to allow the City of Ithaca to adopt a budget for the fiscal year commencing January 1, 2020, that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal law §3-c.

**Section 2.** Authority
This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c, which expressly authorizes a local government’s governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

**Section 3.** Tax Levy Limit Override
The Common Council of the City of Ithaca, County of Tompkins, New York, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2020, that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

**Section 4.** Severability
If a court of competent jurisdiction determines that any clause, sentence, paragraph, subdivision, or part of this local law or application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**Section 5.** Effective Date
This local law shall take effect immediately upon filing with the Secretary of State.
10.3 **Agreement Between Cornell and the City for Construction of Expanded Thurston Avenue Sewer Main - Resolution**

WHEREAS, Cornell University has proposed a development project on its campus, entitled the North Campus Residential Expansion (hereafter, “NCRE”), that seeks to construct five new undergraduate student residence halls and related facilities; and

WHEREAS, the NCRE proposal will cause the waste loads passing through the Thurston Avenue sewer main to exceed the recommended maximum flows for certain segments of that main; and

WHEREAS, the NCRE therefore cannot be constructed until certain sections of that main are replaced with larger-capacity pipe (“the Project”); and

WHEREAS, Cornell now seeks permission to contract out—at Cornell’s expense—the Project, subject to appropriate City oversight; now, therefore be it

**RESOLVED.** That the Mayor, subject to the advice of the City Attorney, is authorized to execute a Memorandum of Understanding with Cornell substantially similar to the Memorandum of Understanding included herewith.
Memorandum of Understanding
Between the City of Ithaca and Cornell University
Concerning
Certain Sewer Capacity Improvements to Thurston Avenue Sewer
“Northside Sanitary Sewer Interceptor”

This Memorandum of Understanding (“MOU”) is made as of the _____ day of ____________, 2019 by and between the City of Ithaca (“City”), a New York municipal corporation of Ithaca City Hall, 108 East Green Street, Ithaca, NY 14850, Attention: Superintendent of Public Works, and Cornell University (“Cornell”), a New York education corporation of Suite 102 Humphreys Service Building, 659 Dryden Road, Ithaca, NY 14850, Attention: Paul Stemkoski, AIA; and

Whereas, the Thurston Avenue Sanitary Sewer “Northside Sanitary Sewer Interceptor” (“NSSI”) is a public sanitary sewer running northwesterly beneath a public City street, Thurston Avenue, from the South side of the Thurston Avenue Bridge to Stewart Avenue and from there eventually connecting to the Ithaca Waste Water Treatment Facility; and

Whereas, the NSSI is owned jointly by the City and the Town of Ithaca (“Town”) and the cost of its maintenance and replacement is shared by them; and

Whereas, the NSSI is 54 years old and while it has experienced no adverse operational or maintenance issues to date, portions of it are at or near capacity as described in a Memorandum dated October 12, 2018 from Erik Whitney, PE, Assistant Superintendent of Public Works (“Memorandum of October 12, 2018”) and attached hereto as Exhibit A; and
Whereas, Cornell proposes to construct its approximately 2,000-bed North Campus Residential Expansion Project (“NCRE”) and will need to connect it to the NSSI, specifically, the NCRE will need to connect via one (1) of Cornell’s existing, Cornell-owned and maintained, sanitary sewer lines, which joins NSSI at Manhole #3 and another at the terminus of the Sisson branch “interceptor” which connects to the NSSI at Manhole #6, as shown on the “Summary of Current and Future Sewer Capacity Thurston Avenue Sewer” (“Whitney Summary”) attached to the Memorandum of October 12, 2018; and

Whereas, on March 26, 2019, the City’s Planning and Development Board granted preliminary site plan approval to the NCRE, a copy of which adopted resolution (“Resolution”) is attached hereto as Exhibit B; and

Whereas, the Resolution conditioned the granting of future Final Site Plan Approval in part on the execution of a Memorandum of Understanding between the City and Cornell “to facilitate and fund a project to replace and upgrade the Jointly Owned (City and Town of Ithaca) Thurston Avenue Sewer Interceptor, as specified in the [Memorandum of October 12, 2018]” (the “Condition”); and

Whereas, the Parties acknowledge that the actual elevations, lengths and diameters of the segments as contemporaneously verified in the field, are necessary to determine with greatest accuracy which segments would be above 80% of capacity at Design Flows if flows from the NCRE project were added and how to remedy deficiencies; and

Whereas, the actual elevations and other data from field measurements have been compiled by an independent contractor, T. G. Miller P.C. – Engineers and Surveyors, Frank Santelli, P. E., at Cornell’s expense and are described in the table “CU North Campus Housing, City-Town Northside Sanitary Sewer Interceptor”
dated March 12, 2019 (“Table”), attached hereto as Exhibit C and graphs “Pre and Post Interceptor Capacity Comparison” (“Graphs”), attached hereto as Exhibit D and

Whereas, based on the data compiled in the Table, the segments designated 5-6, 6-7, either 7-meter station or 5-meter station; 8-9; 13--16; and 23-24 require replacement with larger-sized sewer pipes of not less than eighteen inches in diameter and associated connections and equipment (the “Work”) in order for NCRE to connect, via Cornell-owned sewer lines, to NSSI; and

Whereas, Cornell requests permission to perform the Work at its own cost and expense as a condition pre-requisite to connecting the NCRE project, via Cornell-owned sewer lines, to NSSI; and

Whereas, the City has determined that it is in the interest of public health, safety and welfare for the City to allow the Work to be performed by Cornell at Cornell’s cost and expense, subject to the City’s inspection and acceptance; and

Whereas, Cornell is willing to perform the Work and deliver the finished and accepted Work to the City (and beneficial ownership thereto also to the Town) on certain terms and conditions, and the City is willing to accept the Work on those terms and conditions, on its own behalf and on behalf of the Town, as hereinafter set forth.

NOW THEREFORE, the Parties agree as follows:

1. The scope of the Work (“Scope of Work” or sometimes “Work”) shall consist of tasks and components associated with the removal and replacement—not via abandonment—of the existing sewer piping and manholes identified as lacking sufficient reserve capacity, to wit, segments 5-6, 6-7, either 7-meter station or 5-meter station; 8-9, 13-16; and 23-24. The size of replacement
sewer mains shall be increased as determined by engineering design calculations, but in no event less than eighteen inches in diameter. The Work includes but is not limited to short term road lane closures along Thurston Avenue, excavation and backfill in accordance with engineered design details, pipe replacement with PVC piping, replacement of all currently-connected laterals to adjacent properties up to the limits of the street right of way, all relocations or replacements to City satisfaction of other utilities necessary either to replacing the specified sewer mains or to any associated aspects of the Work, pavement restoration and striping, and lawn restorations where disturbed.

2. Cornell shall bear the costs and expenses and those of its contractors, for the design and construction of the Work. Cornell shall perform or cause the performance of the Work in a good and workmanlike manner. Cornell shall administer the Work; oversee design; acquire all municipal or other required permits (if any); oversee bidding; contract for and oversee construction; and provide construction inspection services. Cornell shall obtain the City’s advance written approval of the plans and specifications of the Work and any material change orders to the Work. Cornell shall communicate with and keep the City regularly informed of progress of the Work through their respective representatives named in Paragraph 8 (collectively “MOU Administration”).

3. If requested by Cornell, and thereafter approved by the City in its reasoned discretion, the City shall acquire any necessary construction or permanent easements from third-parties in a timely fashion. The reasonable expense of acquiring any easements including payment made to third parties for easements shall be reimbursed to the City by Cornell within thirty (30) days of presentation of the invoice by the City.
4. The City shall approve Cornell’s plans, specifications, and cost estimates for the Project, including the location of any proposed construction or permanent easement over third-party land, at each phase of the Work’s design including schematic design, design development, and construction documents prior to Cornell’s advertisement for construction bids. The City agrees to review documents provided by Cornell in a timely fashion but in any event not less than twenty (20) business days after their presentation to the City. If the City fails to provide a response within that time, the documents shall be deemed accepted by the City. The City shall inspect the Work (in any instance that it elects to inspect) within five (5) business days of notice from Cornell or its contractor that a given stage or component is or will be ready for inspection. The City shall not unreasonably withhold or delay approval of the design documents or construction documents, or the Work. The City shall bear its own costs and expenses of review, approval, and inspection, including that of any contractors engaged solely by the City and that of its staff on reviews and inspections for performing this and or related obligation herein. However, the Parties agree to reduce time, effort and duplication of services by selecting mutually agreeable contractors, to be compensated solely by Cornell, for such services as independent, certified inspections and testing.

5. Cornell agrees to perform the Work or cause the Work to be performed in a manner that reduces inconvenience to the public to the extent practicable and provide advance public advisories of the date and time of road closures and detours, if any. One-lane or short intermittent closure for maneuvers during the construction day will not require advance public advisories. Subject to obtaining all required permits and approvals, Cornell agrees to schedule
construction of the Work to begin tentatively in the Summer of 2020 or Summer of 2021 and be completed prior to the expected completion of the Sophomore Site of the NCRE and to complete the Work, schedule commissioning and inspection and otherwise satisfy the City and obtain its acceptance of the completed Work not later than thirty (30) days prior to scheduled completion of NCRE Sophomore Site (the Sophomore Site is scheduled to be completed approximately a year before First-Year-Student Site of NCRE), and to have road and sidewalk pavement substantially repaired where it was disturbed due to the Work and reopened to vehicular and pedestrian traffic in both directions not later than thirty (30) days prior to scheduled completion of NCRE First-Year-Student Site (“Schedule of Work”). Cornell shall provide an updated, tentative Schedule of Work not later than March 15 of the year in which it plans to perform the Work. The parties acknowledge that if construction of NCRE is delayed or stayed by operation of law or court order, or other Force Majeure as hereinafter defined, and if commencement of physical alteration of any kind constituting the Work has not as of that time yet commenced, the Schedule of Work may be adjusted commensurately by Cornell, including adjusting for any reason, the completion of the Work to thirty (30) days prior to the completion of the First-Year-Student Site. Cornell agrees to ensure that total construction duration of all aspects of the Work, including restoration, shall in no event, other than force majeure, exceed two consecutive months. Cornell further agrees to make a good faith effort to schedule the Work so as to coincide with any road closures necessary to the Thurston Ave. Transportation Improvements (to be governed by separate MOU between the parties). Cornell shall provide an updated written Schedule of Work to the City as reasonably requested from time to time.
6. Cornell agrees that it shall include in all bid solicitations and bid and contract documents the requirement that the successful bidder contractors and their subcontractors shall comply with the agreement between Cornell and the Tompkins-Cortland Counties Building Trades Council, Maintenance Division, July 1, 2015 through June 30, 2020 (and any extension or successor agreements) and carry insurance policies that name the City as an additional insured and provide proof of the latter to the City before the commencement of physical alteration of any kind constituting the Work. The City agrees to submit to Cornell a schedule of the required types and amounts of insurance and bonding normally specified by the City for the City’s protection under similar contracts and circumstances and Cornell shall require its contractor to obtain the same.

7. Cornell shall not make any material change or reduction in the Scope of Work from that agreed to at each stage of Work pursuant to Paragraphs “1” without the express written consent of the City, except as otherwise provided herein. Except as provided in Paragraphs “1”, Cornell shall not be responsible to correct other pre-existing conditions, latent defects or other existing natural or human-made conditions (including but not limited to broken pipes in a segment not being replaced, title problems, or flat slopes) (collectively “Defect(s)”) other than those described for correction by the Scope of Work. However, Cornell shall provide reasonable adjustments to the schedule and methods of the Work so as to accommodate and minimize the cost of such corrections to any Defect(s) as the City may choose to make, in its sole discretion and at its sole expense. If any Defects not already reasonably known to both Parties are discovered by either Party hereafter that may materially interfere with the Work, they will be immediately
brought to the attention of the other Party for discussion and resolution of a means for addressing the Defect in an expeditious manner.

8. Periodic communications for normal MOU Administration and other obligations discussed in the foregoing paragraphs, such as discussions, consultations, reviews, and inspections shall be conducted by the Parties’ respective representatives (“Representatives”) by emails, exchange of documents, site visits, and telephone calls. These communications will not normally be treated as requiring the notices described in Paragraph 9. A Party’s Representative may designate in writing a different or additional person to be that Party’s Representative(s) for MOU Administration. The Parties respective Representatives are:

For the City:

_____Erik Whitney________________________________________(name)

________________________________________(title)

________________________________________(street address)

________________________________________(email)

________________________________________(cell phone number)

For Cornell:

Paul Stemkoski, AIA

Director of Project Management

Facilities and Campus Services
9. The Parties agree to attempt in good faith through their Representatives to resolve any dispute, claim or controversy arising out of the Work or relating to this MOU through prompt, diligent, and candid communication and good faith negotiation. However, in the event that any serious dissatisfaction or unresolved dispute arises that threatens the timely completion of the Work or smooth MOU Administration, then either Party may give notice to the other stating that it invokes this Paragraph 9 and describing the basis for the serious dissatisfaction or dispute and its position on the matter in detail (“Notice”). This and any other Notice shall be given in the manner described in Paragraph 10. Upon the giving and receipt of such Notice, the Parties agree to refer the matter to their respective senior executives (“Senior Executive”). The Senior Executive of each Party shall be different from, and a supervisor of, the Representative(s) of the Party. The Senior Executives shall meet as soon as possible with each other, but in any event within 5 business days, and preferably in person, to discuss and resolve the matter in the shortest amount of time practicable. This paragraph does not impose upon either party any obligation beyond that already agreed upon pursuant to this
MOU; rather it acknowledges the Parties’ good faith commitment to find a solution that is fair and beneficial to both Parties and guides the Work and this MOU to a successful, timely conclusion. Nothing herein shall, following a good faith attempt by the Senior Executives to resolve the matter, limit or foreclose the rights and remedies available to either Party for the enforcement of this MOU.

10. Any Notice given by one Party to the other Party shall be written and conveyed by U.S. Mail, email (valid upon acknowledgement by responding email) or personal delivery to the persons designated below (with copy to the attorney for the Party). In case of emergency, a telephone call, text, or email to the Senior Executive designated by the other Party may be made and thereafter confirmed with written communication following the procedure for Notices.

Notice to City:

Office of the City Clerk
Ithaca City Hall
108 East Green Street
Ithaca, New York 14850

with a copy of Notice to the Office of the City Attorney:

Notice to Cornell:

Rick Burgess
Vice President for Facilities and Campus Services

308 Day Hall

______ East Avenue

Cornell University

Ithaca, New York 14853

607-255-______

ffb7@cornell.edu

with a copy of Notice to the University Counsel:

Office of University Counsel, Attention Jared Pittman

300 CCC Building

235 Garden Avenue

Ithaca, NY 14853

jared.pittman@cornell.edu

607-255-5124

11. The parties shall work cooperatively toward the final inspection, testing, and commissioning of the Work (collectively “Completion of the Work”). Within thirty (30) days of Cornell’s notifying the City of the Completion of the Work, the City shall accept the Work and ownership of the Work (collectively “Acceptance”) or provide written Notice stating in detail why the Work is not ready
for Acceptance and stating the reasonable requirements for earning Acceptance. Cornell shall either take steps to satisfy the requirements or, if it believes the steps are not reasonable, refer the Notice to the Parties’ Senior Executives for resolution. Upon Acceptance, Cornell shall assign any and all of its agents’ and contractors’ contractual warranties and guarantees for the Work that are assignable, to the City.

12.

a. To the extent permitted by law, Cornell agrees that it shall hold the City and its employees, officers, and agents harmless from and against any and all claims, demands, actions, suits, liabilities, damages, costs, or judgments including those by or in favor of third parties, that may be connected to, arise out of, or result in whole or in part from Cornell’s performance of the Work (specifically including but not limited to the acts, errors or omissions of Cornell’s consultants, contractors, or agents) prior to the completion of such work and the City’s Acceptance of same and not caused by the action or negligence of the City or its employees, officers, or agents. The aforesaid responsibility shall also include reasonable attorney’s fees and costs. Notwithstanding the City’s approval of the plans, specifications, and estimates for the Work, or any changes to any of them, the City shall not be liable for structural defects in or failures due to design or failure of materials or method of construction or control over the Work site or for any injury (including death), damage, cost or expense or for any consequence of any of them prior to the City’s Acceptance of the Work. To the extent permitted by law, Cornell agrees that it shall hold the City and its employees, officers, and agents harmless for structural defects or failures due to design or failure of materials or method of construction or control over the Work site or for any injury (including death), damage, cost or extra expense or for any
consequence of any of them that arises prior to the City’s Acceptance of the Work and not caused by the action or negligence of the City or its employees, officers, or agents.

13. Following Acceptance of the Work, the City shall bear the same responsibility over the Work and its condition, use, and operation or subsequent maintenance or repair as fully as if the Work had been performed by the City from its initiation. To the extent permitted by law, the City agrees that it shall be responsible for the Work and liable for structural defects in or failures due to design, or failure of materials or method of construction of the Work or for any injury (including death), damage, cost or expense or for any consequence of any of them from and after its Acceptance of the Work. To the extent permitted by law, the City agrees to defend, indemnify and hold harmless Cornell, its employees and agents (with the exception of Cornell’s agents and contractors whose contractual warranties and guarantees for the Work were assignable and assigned to the City by Cornell), from claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs, expenses and penalties (including without limitation reasonable attorney’s fees and costs) by or in favor of third parties on account of such defects in or failure of design, structure or materials of the Work from and after the City’s Acceptance of the Work. Notwithstanding the preceding, in no event shall the City be required to defend, hold harmless, or indemnify Cornell or any other party from or for any suits, actions, damages, liability, or expense which, had it been asserted against the City directly, would not have necessitated the City either to defend on the merits or to incur the resulting liability under applicable law (including but not limited to, prior written notice or qualified immunity.)
14. The Parties agree and stipulate that this MOU amends and satisfies the Memorandum of October 12, 2018. The Parties advise the City’s Planning and Development Board that insofar as the City (as Party herein) is concerned, this MOU satisfies the Condition set forth in the Resolution.

15. Cornell may elect to cancel the performance of this MOU if it decides or is forced to not build the NCRE or to reduce substantially the size of the NCRE. If Cornell decides or is forced to delay the construction of the NCRE, Cornell may elect to delay the performance of this MOU by no more than said NCRE project delay (as measured from an anticipated start date of ____, 2019), and in any event by no more than five (5) years, provided the Work is completed and accepted prior to the scheduled completion of the NCRE.

16. If either Party brings a suit or cause of action against the other, it shall be brought and tried in Supreme Court of New York held in and for Tompkins County, NY.

17. This agreement is subject to the Laws of New York.

18. Should any provision or portion of a provision of this MOU be deemed contrary to law or unenforceable or against public policy, the remainder of this MOU shall be reformed to the extent necessary to give effect and meaning to the balance of the MOU and all its remaining provisions shall survive and remain in full force and effect.

19. Nothing herein is intended or shall be construed to confer on any person or entity other than the Parties any benefits, rights or remedies under or by reason of this MOU.
20. The performance of some or all the obligations of this MOU may be delayed or excused due to the existence of conditions outside of the control of the Parties including, but limited to, natural disasters, labor strikes and other unrest, unusually severe or prolonged weather conditions, or war or acts of terrorism (collectively “Force Majeure”). The performance or delay may be excused for as long as the Force Majeure persists together with a reasonably necessary delay for mobilization after the Force Majeure ceases, for performance to become practicable. If either Party believes that a Force Majeure exists, it shall immediately provide Notice to the other Party describing the Force Majeure and the manner in which it delays or excuses performance.

21. The Town of Ithaca is not a Party but has acknowledged its assent to this MOU as a beneficial owner, jointly with the City, of the NSSI.

22. This MOU may be executed in counterparts, each of which shall be a duplicate original and together constitute one agreement.

23. This MOU contains all the terms, prior understandings, representations and agreements between the Parties and may not be modified orally or in any other manner except by written agreement specifically referring to this MOU and signed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this MOU to be signed on the day and year indicated following each signature.

For: The City of Ithaca

By: ____________________________  Dated: ____________________________
For: Cornell University

By: ________________________  Dated: ________________________

Title: ________________________

For Purposes of Indicating Its Assent Only, The Town of Ithaca

By: ________________________  Dated: ________________________

Title: ________________________
An Ordinance to Amend Chapter 346 of the City of Ithaca Municipal Code entitled “Vehicles and Traffic”

ORDINANCE NO. 2019-

BE IT NOW ORDAINED AND ENACTED by the Common Council of the City of Ithaca that Chapter 346 of the City of Ithaca Municipal Code, entitled “Vehicles and Traffic” be amended as follows:

Section 1.
Section 346-26 entitled “Overnight Parking” is hereby amended to read as follows:

§346-26 Overnight parking.
Effective November 1 through April 1 of each year, no vehicle shall be parked between 7 p.m. and 6 a.m. on the odd-numbered side of a City street on even-numbered calendar days, nor on the even-numbered side of a City street on odd-numbered calendar days, no person shall park a vehicle between 2:00 a.m. and 6:00 a.m. on the odd-numbered side of all City streets on the odd-numbered days of the calendar month, and on the even-numbered side of all City streets on the even-numbered days of the calendar month, except for streets or parts thereof described in Schedule XIX of the traffic regulations of the Board of Public Works, attached to and made a part of this chapter. For the purpose of this section, a night shall be deemed even-numbered if that portion thereof prior to midnight was part of an even-numbered day and odd-numbered if that portion thereof prior to midnight was part of an odd-numbered day. This section shall not apply to the streets repealed under §§346-27 and 346-28 below.

Section 2. Severability clause.
Severability is intended throughout and within the provisions of this ordinance. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Effective date.
This ordinance shall take effect immediately upon publication as provided in the City Charter.