# COMMON COUNCIL AGENDA

**Date:**       Wednesday, June 7th 2023  
**Time:**       6:00 P.M.  
**Location:**   City Hall, 108 E. Green Street 3rd Floor, Council Chambers  
**Watch Online:**  [https://www.youtube.com/@CityofIthacaPublicMeetings](https://www.youtube.com/@CityofIthacaPublicMeetings)

## REVISED

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Voting Item?</th>
<th>Presenter(s)</th>
<th>Time Allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Call to Order</strong></td>
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<tr>
<td>1.1 Agenda Review</td>
<td>No</td>
<td>Mayor Laura Lewis</td>
<td>10 Min</td>
</tr>
<tr>
<td>1.2 Reports of Municipal Officials- Special Presentation- Flood Mitigation Grants and Flood Insurance</td>
<td>No</td>
<td>Mike Thorne, Superintendent of Public Works</td>
<td>15 Min</td>
</tr>
<tr>
<td>1.3 Proclamations and Awards</td>
<td>No</td>
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<tr>
<td>• Employee Quarterly Recognition Award</td>
<td>Yes</td>
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<td>1.4 Review and Approval of Minutes- 5/3/2023</td>
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<tr>
<td>2. <strong>Petitions and Hearings of Persons Before Council</strong></td>
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<tr>
<td>2.1 Statements from the Public</td>
<td>No</td>
<td>Sign up for public comment here: <a href="https://tinyurl.com/7ts9zmku">https://tinyurl.com/7ts9zmku</a></td>
<td>40 Min</td>
</tr>
<tr>
<td>2.2 Privilege of the Floor – Mayor and Council</td>
<td>No</td>
<td><a href="https://tinyurl.com/mr9kdhw8">Submit written comments here: https://tinyurl.com/mr9kdhw8</a></td>
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<tr>
<td>3. <strong>Consent Agenda</strong></td>
<td>Yes</td>
<td>Common Council</td>
<td>5 Min</td>
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<tr>
<td>3.1 Amend 2023 Authorized Budget for Equipment- GIAC</td>
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<td>3.2 DPW- Amend 2023 Authorized DPW Parking Budget for Insurance Recovery</td>
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<td>3.3 Approval of AOC Recommended Budget for 2023</td>
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<td>3.4 Water and Sewer request to Amend 2023 Budget- Drinking Water Source Protection Plan 6 Mile Creek</td>
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<td>3.5 Water and Sewer request to Amend 2023 Budget- Bouldin</td>
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<tr>
<td>4. <strong>City Administration Committee</strong></td>
<td>Yes</td>
<td>Steve Thayer, Controller</td>
<td>10 Min</td>
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<tr>
<td>4.1 Release of Contingency Funds Black Hands Universal</td>
<td>Yes</td>
<td>Steve Thayer, Controller</td>
<td>10 Min</td>
</tr>
<tr>
<td>4.2 Release of Contingency Funds Unbroken Promises Initiative</td>
<td>Yes</td>
<td>Steve Thayer, Controller</td>
<td>10 Min</td>
</tr>
<tr>
<td>4.3 Report of City Controller</td>
<td>No</td>
<td>Steve Thayer, Controller</td>
<td>10 Min</td>
</tr>
</tbody>
</table>

*Written comments submitted will be compiled and entered into the record.*

*Submit written comments here:* [https://tinyurl.com/mr9kdhw8](https://tinyurl.com/mr9kdhw8)
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<thead>
<tr>
<th>ITEM</th>
<th>Voting Item?</th>
<th>Presenter(s)</th>
<th>Time Allotted</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.   Planning and Economic Development Committee</td>
<td>Yes</td>
<td>Anisa Mendizabal, IURA Nels Bohn, IURA Director Brian McCracken, Historic and Neighborhood Planner</td>
<td>10 Min 10 Min 10 Min</td>
</tr>
<tr>
<td>5.1 2023 HUD Entitlement Action Plan</td>
<td>Yes</td>
<td>Anisa Mendizabal, IURA Nels Bohn, IURA Director Brian McCracken, Historic and Neighborhood Planner</td>
<td>10 Min 10 Min 10 Min</td>
</tr>
<tr>
<td>5.2 Amendment to HUD Citizenship Participation Plan</td>
<td>Yes</td>
<td>Anisa Mendizabal, IURA Nels Bohn, IURA Director Brian McCracken, Historic and Neighborhood Planner</td>
<td>10 Min 10 Min 10 Min</td>
</tr>
<tr>
<td>5.3 Smokestack- Resolution to Approve Existing Conditions Assessment</td>
<td>Yes</td>
<td>Anisa Mendizabal, IURA Nels Bohn, IURA Director Brian McCracken, Historic and Neighborhood Planner</td>
<td>10 Min 10 Min 10 Min</td>
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<tr>
<td>6. New Business / Member Filed</td>
<td>Yes</td>
<td>Mayor Laura Lewis</td>
<td>10 Min 10 Min 10 Min</td>
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<tr>
<td>6.1 Recommendation from 3rd Ward Vacancy Committee</td>
<td>Yes</td>
<td>Mayor Laura Lewis</td>
<td>10 Min 10 Min 10 Min</td>
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<tr>
<td>6.2 Appointment- Access Oversight Committee</td>
<td>Yes</td>
<td>Mayor Laura Lewis</td>
<td>10 Min 10 Min 10 Min</td>
</tr>
<tr>
<td>6.3 New Member- Sustainability &amp; Climate Justice Committee</td>
<td>Yes</td>
<td>Mayor Laura Lewis</td>
<td>10 Min 10 Min 10 Min</td>
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<td>7. Reports from Council and Staff</td>
<td>No</td>
<td></td>
<td>10 Min</td>
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<tr>
<td>7.1 Reports from Special Committee</td>
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<td>7.2 Reports of Common Council Liaisons</td>
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<td>7.3 City Clerk Report</td>
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<td>7.4 City Attorney Report</td>
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<td>8. Executive Session (If needed)</td>
<td>Yes</td>
<td>Mayor Laura Lewis</td>
<td>30 Min</td>
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<tr>
<td>9. Meeting Wrap Up</td>
<td>Yes</td>
<td></td>
<td>1 Min</td>
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<tr>
<td>9.1 Meeting Adjourn</td>
<td></td>
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<tr>
<td>Next Meeting</td>
<td></td>
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<td>July 5th</td>
</tr>
<tr>
<td>Meeting Length Estimate</td>
<td></td>
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<td>201 Min</td>
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</tbody>
</table>

**Hybrid Meetings**
Common Council has resumed meeting in person; however, due to limited seating capacity in Common Council Chambers, city staff and members of the public are encouraged to participate remotely if they would like to.

**How to Participate in Public Comment Virtually**
**Email Common Council Through the Agenda Link**
Written comments can be submitted to Common Council using this form: [https://tinyurl.com/mr9kdhw8](https://tinyurl.com/mr9kdhw8)
3.1 GIAC – Amend 2023 Authorized Budget for Equipment

WHEREAS, GIAC has received a grant from the IURA to purchase 10 computers and monitors for GIAC programming, and

WHEREAS, the cost for said computer equipment for GIAC is $13,816, now, therefore be it

RESOLVED, That Common Council hereby amends the 2023 Authorized GIAC Budget in an amount not to exceed of $13,816 as follow:

Increase Appropriation Account A7311-5210-01100 Office Equipment $13,816
Increase Revenue Account A7311-4989 Federal Aid $13,816
3.2 DPW – Amend 2023 Authorized DPW Parking Budget for Insurance Recovery

WHEREAS, on January 25, 2023, damage was done to one of the City’s Parking Pay Station at the Green Street parking Garage producing an insurance recovery of $22,310, and

WHEREAS, the city parking staff have decided that the city would be better served if the insurance recovery funds went toward the purpose of other parking related expenses including new and improved parking equipment in the parking garages instead of a replacement of the Parking Pay Station, now, therefore be it

RESOLVED, That Common Council hereby amends the 2023 Authorized DPW Parking Budget by an amount not to exceed $22,310 as follows:

Increase appropriation account A5651-5225 Other Equipment $22,310
Increase revenue account A5651-2680 Insurance Recovery $22,310
3.3 Approval of AOC Recommended Budget for 2023

WHEREAS, Section 15.12 of the Franchise Agreement of January 2003 between the City of Ithaca and the franchisee Time Warner Entertainment-Advance/Newhouse Partnership (TWC), subsequently assigned to Charter Communications, Inc. (d/b/a Spectrum Networks) after Charter’s 2016 acquisition of TWC, requires the participating municipalities (City of Ithaca, Town of Ithaca, Village of Cayuga Heights) to provide the franchisee with an annual written budget for Public, Educational and Governmental access operations (PEG) by June 30 of each calendar year, and

WHEREAS, the Franchise Agreement authorizes Charter Communications to collect $0.15 per subscriber per month to be used for the purchase of equipment for the PEG Access Studio, and

WHEREAS, the City of Ithaca’s Ordinance #2003-17, Par 18-4-G, requires the Access Oversight Committee (AOC) to provide the Participating Municipalities with a recommended annual budget by May 31 of each calendar year, and

WHEREAS, the AOC has reviewed PEG’s current equipment and facilities and anticipates that new or replacement equipment and facilities will likely be needed, including certain playback equipment; and

WHEREAS, at their regular meeting on April 4, 2023, the AOC recommended a $29,000.00 contingency to purchase equipment as needed for the functioning of PEG operations, pending receipt and AOC approval of line-item estimates, therefore be it

RESOLVED, That the Common Council of the City of Ithaca accepts the AOC recommended budget for Spectrum Network’s 2024 annual budget for Public, Educational and Governmental access.
3.4 Water and Sewer - Request to Amend 2023 Budget

WHEREAS, the City of Ithaca adopted their Drinking Water Source Protection Plan for Six Mile Creek in November 2022. The Plan was developed by a broad base of stakeholders from the watershed and with the support of NYS DEC and NYS DOH. It is now a NYS recognized Clean Water Plan; and

WHEREAS, a Plan Management Team (PMT) was created and Ithaca's PMT is comprised of members from the City of Ithaca, Towns of Caroline, Danby, and Dryden, Tompkins County Planning and Health Departments, Tompkins County Soil & Water Conservation District, an Agricultural sector representative, and the Finger Lakes Land Trust; and

WHEREAS, the PMT submitted a grant application to Great Lakes Basin Small Grants Program to conduct a build-out analysis for the following areas as an implementation task of the City of Ithaca Drinking Water Source Protection Program (DWSP2) Plan (September 2022):

- Route 79 corridor (Towns of Caroline, Dryden and Ithaca)
- Coddington Road corridor (Towns of Danby and Ithaca)

and is supported by an agreement with Cornell University in partnership with New York Sea Grant under Prime Agreement CM04068 from the New York State Department of Environmental Conservation; and

WHEREAS, the Subaward is wholly reimbursable and did not require a local match; now, therefore be it

RESOLVED, That Common Council hereby amends the 2023 Authorized Water Fund Budget to account for the said subaward as follows:

Increase Revenue Account:
F8330-3989 State Aid Home & Community $45,500.00

Increase Appropriations Account:
F8330-5435 Contracts $45,500.00
SUBAWARD
AGREEMENT NO. 91507-22544
between
CORNELL UNIVERSITY
and
CITY OF ITHACA
UEI: NAXZXMGW2XF6
under
PRIME AGREEMENT NO.: CM04068
Award Date: March 4, 2020
from
PRIME SPONSOR: NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Cornell University, (Cornell), enters into this cost-reimbursement research and development Subaward (Agreement) with CIT OF ITHACA (Subrecipient) for the conduct of certain Work, upon the following terms and conditions and Exhibits A, B, and C as required, attached, which are incorporated herein for all purposes.

1. **Statement of Work.** Subrecipient shall use all reasonable efforts to conduct the work indicated in Exhibit A (the Work).

2. **Period of Performance.** The period of performance extends from **May 1, 2023** to **June 30, 2024**. Requests for an extension to the Period of Performance shall be made in writing to the Cornell Authorized Representative for Business Matters and will require modification to this Agreement in accordance with Section 24.

3. **Key Personnel.** Subrecipient's performance under this Agreement shall be under the direction of **ROXANNA JOHNSTON**, who is considered essential to the Work. Substitutions or substantial reduction in **ROXANNA JOHNSTON**'s level of effort will be only for compelling reasons and with the prior written approval of Cornell.

4. **Estimated Cost.** The total amount presently available for payment and obligated to this Agreement is **$45,500.00** for the period stated in Section 2. In no event shall Cornell be liable for reimbursement of any cost that would result in cumulative payment under this Agreement exceeding the total amount presently available for payment unless this Agreement is modified in writing in accordance with Section 24.

5. **Allowable Costs.** The allowability of costs under this Agreement shall be determined in accordance with a) the cost principles applicable to the Subrecipient, and b) the terms of this Agreement.

**RESTRICTION. NO WATER QUALITY MONITORING WORK MAY BE PERFORMED, OR WATER QUALITY MONITORING COSTS INCURRED IN THE PERFORMANCE OF THIS SUBAGREEMENT. THIS RESTRICTION SHALL BE REVISED ONCE THE SUBRECIPIENT PROVIDES CORNELL WITH THE APPROPRIATE WATER QUALITY – QUALITY ASSURANCE PROJECT PLAN (WQ-QAPP) FOR NYS DEC REVIEW AND THE SUBAGREEMENT IS AMENDED BY BILATERAL MODIFICATION TO REMOVE THIS**
6. **Budget.** The Budget (Exhibit B) lists costs and categories of costs approved to fund the Subrecipient's performance of the Work. Subrecipient is permitted to rebudget in accordance with the terms in the Prime Agreement (Exhibit C) and Section 5 of this Agreement. Any prior approval requests related to the aforementioned must be submitted to, will be reviewed by and, if appropriate, approved by the Cornell Authorized Representative for Business Matters.

Indirect cost rate for this Agreement is 0%.

7. **Invoicing.** The Subrecipient shall submit invoices to, and for approval by, the Cornell Authorized Representative for Invoicing Matters no more frequently than a monthly basis, but not less than quarterly. In order to be eligible for reimbursement, invoices shall adhere to the following:

   a) Invoice format should include the date of invoice, name and address of the Subrecipient, the Subaward Agreement number, and date range for expenses billed, and shall include a copy of all expense receipts. Invoice amounts shall be in U.S. dollars (USD).

   b) Be written in English for allowable, approved costs incurred in accordance with the terms of this Agreement.

   c) Shall display expenses for reimbursement, itemized by budget category, for current expenses and cumulative costs reflecting the life of the award unless otherwise indicated pursuant to Exhibit B.

   d) Cornell must be in receipt of all invoices under this Agreement, including the final invoice (marked "FINAL"), no later than thirty (30) days the termination of this Agreement, or the invoices may not be honored by Cornell.

   e) Include certification signed by an authorized representative of the Subrecipient on each invoice that the costs are the actual costs as recorded in Subrecipient's records and as expended for the Work actually performed in accordance with the terms of this Agreement.

8. **Payment.** Payment will be in English and U.S. dollars, for allowable, approved expenses made upon receipt of invoice. Payment shall be contingent upon the availability of funding from the Prime Sponsor under the Prime Agreement and upon Subrecipient's compliance with the terms and conditions, including the interim and final reporting requirements, of this Agreement. The final payment under this Agreement shall be made upon receipt by Cornell of all services, reports and/or supplies called for hereunder. All payments shall be subject to correction and adjustment upon audit or any disallowance. The Subrecipient is solely responsible for reimbursing Cornell for amounts paid the Subrecipient but disallowed under the terms of this Agreement. Any non-compliance with the terms and conditions of this Agreement may result in the withholding of payment and/or immediate termination.

9. **Audit.**

   a) Cornell, the Prime Sponsor or their duly authorized representatives shall, until six (6) years after final payment under this Agreement, have access to any of the Subrecipient's records related to this Agreement for the purpose of making audits, examination excerpts and transcriptions. Upon reasonable notice Cornell or the Prime Sponsor shall have access to the Subrecipient's records during normal business hours. The period of access for records relating to appeals under a dispute, litigation or settlement of claims arising from the performance of this Agreement, or
10. Reports. Subrecipient shall furnish the following reports:

a) Final Technical Report: Subrecipient shall furnish a final report of findings and progress made under this Agreement, delivered to the Cornell Authorized Representative for Technical Matters within thirty (30) days of termination of this Agreement.

b) Final Financial Report: Subrecipient shall furnish a final financial report, delivered to the Cornell Authorized Representative for Invoicing Matters within thirty (30) days of termination of this Agreement.

c) Quarterly Technical Reports: Subrecipient shall furnish a quarterly report of findings and progress made under this Agreement, delivered to the Cornell Authorized Representative for Technical Matters on February 28th, May 31st, August 31st, and November 30th of each budget period.

d) Quarterly Workforce Utilization Reports: Subrecipient shall furnish quarterly Workforce Utilization Reports using Prime Sponsor specific forms delivered to the Cornell Authorized Representative for Technical Matters on March 10th, June 10th, September 10th and December 10th of each budget period.

11. Authorized Representatives.

<table>
<thead>
<tr>
<th>Technical Matters</th>
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<tbody>
<tr>
<td><strong>For Subrecipient:</strong></td>
</tr>
<tr>
<td>City of Ithaca</td>
</tr>
<tr>
<td>Ithaca, New York 14850-3208</td>
</tr>
<tr>
<td>Email: <a href="mailto:rjohnston@cityofithaca.org">rjohnston@cityofithaca.org</a></td>
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<p>| For Cornell | Katherine E. Bunting-Howarth |</p>
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<tr>
<th>Cornell University</th>
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<tbody>
<tr>
<td>112 Rice Hall, 340 Tower Rd</td>
</tr>
<tr>
<td>Ithaca, New York 14853-5601</td>
</tr>
<tr>
<td>Phone: 607-255-2832</td>
</tr>
<tr>
<td>Email: <a href="mailto:keb264@cornell.edu">keb264@cornell.edu</a></td>
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**Business Matters.**

<table>
<thead>
<tr>
<th>For Subrecipient:</th>
<th>Scott Andrew</th>
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<tbody>
<tr>
<td>City of Ithaca Controllers Office</td>
<td></td>
</tr>
<tr>
<td>108 E. Green St.</td>
<td></td>
</tr>
<tr>
<td>Ithaca, NY 14850</td>
<td></td>
</tr>
<tr>
<td>Phone: (607) 274-6578</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:sandrew@cityofithaca.org">sandrew@cityofithaca.org</a></td>
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<thead>
<tr>
<th>For Cornell:</th>
<th>Office of Sponsored Programs</th>
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<tbody>
<tr>
<td>Cornell University</td>
<td></td>
</tr>
<tr>
<td>373 Pine Tree Road</td>
<td></td>
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<tr>
<td>Ithaca, New York 14850-2820</td>
<td></td>
</tr>
<tr>
<td>Phone: (607) 255-5014</td>
<td></td>
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<tr>
<td>Email: <a href="mailto:cu_subawards@cornell.edu">cu_subawards@cornell.edu</a></td>
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**Invoicing Matters.**

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<tr>
<th>For Cornell:</th>
<th>Pat R. Hoyt</th>
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<tr>
<td>Cornell University</td>
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<tr>
<td>112 Rice Hall, 340 Tower Rd</td>
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<td>Ithaca, New York 14853-5601</td>
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<tr>
<td>Phone: 607-255-2832</td>
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<tr>
<td>Email: <a href="mailto:prh22@cornell.edu">prh22@cornell.edu</a></td>
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12. **General Conditions.** The Work is subject to the following:

   a) Subrecipient shall comply with all federal/state/local/laws and regulations applicable to the Work being performed under this Agreement. Should Subrecipient fail to comply, Cornell in its sole discretion, may terminate the Agreement or withhold payment based upon the severity of the violation.

   b) **Debarment and Suspension.** The Subrecipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any U.S. Federal department or agency.


   d) **Sex Discrimination.** The Subrecipient shall comply with Section 901 of Title IX of the Education Amendments of 1972 as amended.

   e) **Age Discrimination.** The Subrecipient shall comply with the Age Discrimination Act (42 USC 6101 et seq.) of 1975 as amended.

   f) **Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.** The Subrecipient shall comply with Public Laws 92-540 and 93-508, Executive Order 11701, and the regulations of the Secretary of Labor (41 CFR part 60-250) in promoting employment opportunities for disabled and Vietnam veterans.

13. **Prime Agreement.** The Work is subject to the Prime Agreement terms and conditions as stated in **Exhibit C.**

14. **Reserved.**

15. **Precedence.** The order of precedence for interpretation shall be this Agreement, then the Prime Agreement (**Exhibit C**), then the Work (**Exhibit A**).

16. **Rights in Data and Materials.** The Subrecipient holds all rights, title and interest in the data and works it creates in the performance of this Agreement. Subrecipient hereby grants to Cornell an irrevocable, world-wide, royalty-free, non-commercial, non-exclusive license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all data collected. As used in this clause "data collected" means the original records of scientific and technical data collected during the performance of the work by the Key Personnel or other persons working on the project. Data collected includes, but is not limited to, notebooks, drawing, lists, specifications, and computations. Subject to the terms of the Prime Agreement, the Subrecipient grants to Prime Sponsor and New York State the rights as outlined in **Exhibit C, Master Agreement Article 6.**

17. **Patents and Copyrights.** The determination of the rights of ownership and disposition of inventions resulting from the performance of the Work under this Agreement shall be in accordance with U.S. Law and any implementing regulations issued by the Prime Sponsor. The Subrecipient hereby grants to Cornell a royalty-free, non-exclusive and irrevocable license to practice any know-how or
invention delivered or developed by Subrecipient under this Agreement and to use any copyrighted material (including computer programs), for the purpose of education and research and to the extent required to meet Cornell's obligation under the Prime Agreement. Subrecipient agrees to disclose within 60 days to Cornell's Authorized Representative for Technical Matters any invention or copyrighted material created in the performance of this agreement. Subject to the terms of the Prime Agreement the Subrecipient grants to Prime Sponsor and New York State the rights as outlined in Exhibit C, Master Agreement Articles 6 and 8.

18. Publications. The Subrecipient shall be free to publish results of the Work subject to the requirements as set forth in Master Agreement Article 6 of the prime sponsor award attached as Exhibit C as modified by Amendment Number 1 dated June 21, 2022. Review copies of materials intended for publication must be submitted to the Authorized Representative for Technical Matters sixty (60) days prior to publication. Subrecipient agrees to include the following statement in any publication resulting from the Work: "This publication was supported by an agreement with Cornell University in partnership with New York Sea Grant under Prime Agreement CM04068 from the New York State Department of Environmental Conservation." All materials, except scholarly articles or papers published in peer-reviewed journals, must also contain the following: "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of Cornell University nor the opinions, interpretations or policy of NEW YORK STATE."

Publicity. The Subrecipient is subject to the requirements as set forth in the Master Agreement Article 7 of the prime sponsor award attached as Exhibit C. Subrecipient shall collaborate with Cornell to prepare any press release and to plan for any new conference concerning the work performed under this Agreement. The State shall have the first right and priority over Subrecipient, but not the obligation, to release publicity regarding the Work. Subrecipient agrees not to release any information regarding the work performed under this Agreement for media presentations, press conferences or other publicity releases without submitting such release the Cornell for review and New York State agency approval.

19. Independent Contractor. In the performance of the Work hereunder, Subrecipient shall be an independent contractor and not an employee of Cornell. Subrecipient is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of Cornell.

20. Assignment. The Subrecipient may not assign, transfer or subaward any part of this Agreement, any interest herein or claims hereunder, without the prior, written approval of Cornell.

21. Termination. This Agreement may be terminated by either the Subrecipient or Cornell upon thirty (30) days written notice. In the event of termination, the Subrecipient will be reimbursed for all allowable and approved costs incurred prior to notice of termination in accordance with the terms of this Agreement. Upon termination, the Subrecipient shall refund to Cornell any unexpended or unobligated balance of funds advanced.

22. General Release. Subrecipient's acceptance of payment of the final invoice under this Agreement shall release Cornell from all claims of the Subrecipient, and from all liability to the Subrecipient concerning the Work, except where such claims or liabilities arise from any negligent act, error or omission of Cornell.

23. Use of Name. Neither the Subrecipient nor Cornell shall make use of this Agreement, or use the other's name or that of any member of the other's staff for publicity, advertising or other commercial purposes without prior written approval of the other party. This restriction shall not apply to publicly available documents that identify the existence of the agreement.
24. **Changes.** By mutual agreement, the Subrecipient and Cornell may make changes to the Work and to the terms of this Agreement. Any such changes shall be in the form of a written amendment signed by authorized contractual representatives of the Subrecipient and Cornell.

25. **Indemnification.** Subrecipient shall hold Cornell harmless from and shall indemnify Cornell for any and all claims, demands, and actions based upon or arising out of any activities, services performed, or work done by Subrecipient or its employees or agents under this Agreement, and shall defend any and all claims or demands. The Subrecipient shall indemnify, save and hold harmless Cornell and the State of New York and its representatives against any liability resulting from any willful or intentional violation by the Subrecipient arising out of any services performed under this Agreement.

26. **Insurance Requirements.**

By signing this Agreement, Subrecipient agrees to carry and maintain, at its sole cost and expense, for the duration of this Agreement the following insurance, as applicable:

a) Statutory Worker's Compensation Insurance meeting all federal and state laws that are applicable to the work being performed. Coverage "B" Employers Liability must have limits of at least $1,000,000 per accident for bodily injury and disease, on behalf of, or with regards to, all employees involved in Subrecipient’s operations under the agreement.

b) Commercial General Liability Insurance subject to at least limits of $1,000,000 each occurrence and $2,000,000 aggregate. Coverage must be provided for Bodily Injury Liability, Broad Form Property Damage Liability, Contractual Liability and Products and Completed Operations coverage. Coverage shall contain no exclusions other than as required by law or as approved by Cornell. The policies shall be primary and non-contributory. Cornell shall be included as an additional insured in the policy utilizing additional insured endorsements CG 20 10 07 04 and CG 20 37 07 04 or their equivalents.

The University reserves the right to require additional coverage or to increase limits depending upon the scope of work. Such modifications to required coverage will be implemented via a modification to this Agreement signed by the authorized officials of each Party.

The above requirements shall apply equally to any lower-tier subrecipient engaged by the Subrecipient. Insurance coverage in the minimum amounts shall not relieve Subrecipient or any of its lower-tier subrecipient of any liability, nor shall it preclude Cornell from exercising any rights or taking such other actions as are available to it under the law.

All policies required to be maintained shall be issued by an insurance company licensed or authorized to do business in New York State with a rating of A- VII or better by A.M. Best. Cornell University is to be added to the liability policies by endorsement and evidence of such will be provided in the Certificate of Insurance.

If the Subrecipient elects to self-insure, it shall provide a statement of self-insurance to Cornell identifying the risks to be self-insured and the University’s qualification for self-insurance under any applicable law.

27. **Proof of Insurance.** Subrecipient agrees to provide Cornell, upon request, a certificate of insurance substantiating Subrecipient's compliance with the insurance requirements outlined in Section 26 of this Agreement. Such certificate of insurance shall provide at a minimum, a period of coverage equal to the project budget period awarded in this Agreement.
28. **Capital Equipment or Property.** Subject to the terms of the Prime Agreement as outlined in **Exhibit C, Master Agreement Article 5**, title to equipment resides with the **Prime Sponsor**. For purposes of this Agreement, equipment is defined as non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or $5,000.00. The Subrecipient agrees to maintain sufficient records for accountability.

29. **Freedom of Information Law (FOIL).** Subrecipient is subject to the **Master Agreement Article 24 Compliance With FOIL of the prime sponsor award attached as Exhibit C**. Where appropriate, the following modifications are made to the terms therein: Cornell shall mean Subrecipient.

30. **Export Control.** Subrecipient agrees to comply with all Export Control Laws and Regulations identified in the Arms Control Act, the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR) and to the exceptions thereunder, such as the "fundamental research" exception in Part 734 of Title 15 of the U.S. Code of Federal Regulations (Export Laws). By signing this Agreement, Subrecipient acknowledges and recognizes that research conducted by Subrecipient is conducted as fundamental research (basic and applied research ordinarily published and shared broadly within the scientific community). Further, Subrecipient agrees not to transmit Export Controlled information under this Agreement. Should this project develop beyond fundamental research Subrecipient agrees to immediately notify the Cornell Authorized Representative for Business Matters and Cornell hereby reserves the right to immediately terminate this Agreement for convenience.

31. **Severability.** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

32. **Force Majeure.** No Party will be liable to the other for any failure or delay in the performance of its obligations to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, quarantines, delays in visas, changes in laws and governmental policies, or other conditions beyond its reasonable control following execution of this Agreement. If the performance by either party of any of its obligations under this Agreement, including making a payment, shall be prevented by any such circumstances, then such party shall communicate the situation to the other as soon as possible, and the parties shall endeavor to limit the impact to the project. The parties agree to mitigate risks to the project and personnel, and to amend project period of performance and milestones if possible. Nothing herein shall limit the rights of either party to terminate this subaward as indicated in Section 21 this Agreement.

33. **Governing Law; Forum.** This Agreement shall be governed by and construed under the laws of the State of New York, which shall be the forum for any lawsuits arising from or incident to this Agreement.

34. **Non-Waiver.** The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

35. **Program Income.** The Subrecipient will inform Cornell of any program income generated under this Agreement and agrees to **Sponsor's** disposition instructions of such program income.

This Agreement is the complete agreement of the Subrecipient and Cornell and supersedes all prior understandings regarding the Work.

By signing below, Subrecipient acknowledges that it has read and understood this Agreement, that it
agrees to be bound by the terms and conditions of this Agreement and that the individual signing this Agreement is a duly authorized representative of Subrecipient with authority to execute agreements on behalf of Subrecipient.

IN WITNESS WHEREOF, the respective parties have executed this agreement on the dates indicated below.

CORNELL UNIVERSITY                        CITY OF ITHACA

________________________________________  _______________________________
Tammy Wildenstein
Subaward Officer

________________________________________  _______________________________
Date                                           Date
3.5 Water and Sewer - Request to Amend 2023 Budget

WHEREAS, the City of Ithaca Water Treatment Plant has requested and been approved for funds from the Park Foundation to test a model developed by Professor Emeritus Dr. Bouldin. He has developed a model of inorganic solution chemistry for Cayuga Lake. It is hoped to advance the work further so that the model can be used to improve our understanding of Cayuga Lake, cyanobacterial blooms, and the impacts of climate change specifically on Cayuga Lake’s inorganic solution chemistry; and

WHEREAS, the goal of this project is to complete the testing of this model and to advance the work of Dr. Bouldin by completing the test of his model; and

WHEREAS, the Laboratory Director for the City of Ithaca’s Water Treatment Plant (CIWTP) wants to hire a master’s student intern with a good understanding of inorganic water chemistry to complete the testing of the model; now, therefore, be it

RESOLVED, That Common Council hereby amends the 2023 Water Fund budget as follows:

Increase Revenues:
F8330-2705 Gifts and Donations $2,200.00

Increase Expenses:
F8330-5120 Part time/Seasonal $1,995.00
F8330-9030 Social Security $155.00
F8330-9040 Workers’ Compensation $50.00
$2,200.00
Dear Mr. Goldsmith,

Please see below the budget for the project titled:

*A Calcium-Carbonate-Phosphorus Model for Cayuga Lake; Insights into Carbonate Control of Nutrient Availability*

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staffing (114 hrs@ 17.50/hr) for model testing</td>
<td>$1995.00</td>
</tr>
<tr>
<td>Employer Share of FICA/Medicare</td>
<td>$ 150.00</td>
</tr>
<tr>
<td>Worker’s compensation (estimated)</td>
<td>$ 55.00</td>
</tr>
<tr>
<td><strong>TOTAL PROJECT BUDGET</strong></td>
<td><strong>$2200.00</strong></td>
</tr>
</tbody>
</table>

Roxanna Johnston  
Watershed Coordinator/Laboratory Director  
City of Ithaca
Bonds Resolution Request, CA Meeting, May 24, 2023

The City normally borrows funds twice a year, generally in February and July.

This request is to approve the debt authorization of Capital Projects approved by the Common Council since our last authorization in January 2023. Additionally, the projects needed for authorization include projects approved by Common Council but have not yet been included in a bond resolution. All projects are issued on a cash flow need basis, meaning, the funds will be issued over the next six months as cash is needed for the projects. In addition, we have a restricted time frame to expend funds once we issue them.

We do not have any new debt authorizations this time around. We will issue additional debt. My concerns related to the City’s heavy debt load are ongoing. While we are not in the red flag danger area, we need to continue to find ways to reduce the high amount of debt we currently have. We are in the 70% of expended debt limit area. At 90% of debt limit exhausted, the red flags are raised. In 2022, we did see our bond rating reduced to Aa3 with one of the concerns being the high debt load the city maintains. Going forward, the high annual debt service costs will restrict the use of City funds in other areas. By law, we are required to pay our debt first. After a small reduction in our debt load last year, with the activity this year, we continue to slowly reduce our debt outstanding. Our current debt outstanding, including this issue, is $156,039,123. While $72,196,415 of our outstanding debt is related to water, sewer, wastewater and installment debt and is exempt from debt limit, we still have a significant amount of general outstanding debt, $80,228,408. We will pay off $8,915,827 in debt principal during 2023. It’s important to note that some of our debt is borrowed upfront and will be later repaid from state and federal sources. The amount of reimbursement for federal and state aid will range from $7,000,000 to $15,000,000.

Because we don’t need additional debt authorizations, we won’t need bonding resolutions from the bonding attorney.

The total debt issuance for this sale, scheduled in mid-July, will be $1,600,000, plus renewal of the Bond Anticipation Notes (BANs) coming due. Of the $1,600,000 of new money requested for issuance, all of it is needed for General Fund purposes.

The impact on the market due to lingering COVID issues continues to reflect a volatile and uncertain market. Issues such as inflation, war, unemployment, hiring difficulties, recession, supply, and demand issues have made the market very volatile. We do expect this type of market for most of 2023, with the hopes of slow improvement. Interest rates continue to increase, mainly due to inflationary actions at the federal level. We expect to see a couple more interest rate increases in 2023, depending on how inflation reacts, but likely less aggressive increases. Our one year note interest rate in January was 3.16 percent. We expect to borrow funds through BANs (short-term) at interest rates between 3 percent and 4.5 percent. The investment rate we can retain is increasing as well and is currently around 4 percent.

"An Equal Opportunity Employer with a commitment to workforce diversification."
We will continue to look at the possibility of going long-term with some of our debt, as long-term rates are still favorable at this time, compared to short-term rates, around the 3 percent mark. Issuing these funds now would allow us to take advantage of fixing our interest rates. We will be re-rated as part of our debt issuance and there is always a possibility of a lower rating which would increase our interest rates in the future.

Interest rates are still favorable for short-term and long-term borrowing with a bond rating of Aa3 or better. Our current bond rating is Aa3 as rated by Moody’s Investor Services. This rate is three steps below a top AAA rating. Our rate of Aa3 is still a good investment grade rating. While the interest rate market is still favorable for borrowing, you must be able to afford it. We do expect that these lower interest rates will continue to edge higher over time. This increase will translate into higher debt interest rate costs for the city and put even more strain on our future budgets.

Steven P. Thayer
City Controller
May 18, 2023
<table>
<thead>
<tr>
<th>Project Description</th>
<th>Bond Resolution Amount</th>
<th>Status</th>
<th>Amount to issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>GIAC Gym Project</td>
<td>$</td>
<td>partial issue</td>
<td>$ 1,300,000</td>
</tr>
<tr>
<td>To fund the renovation of the old Immaculate Conception School Gymnasium for use by the Greater Ithaca Activities Center (GIAC) for youth recreation programming. Funding sources for the Gym include federal and state funding of $1,800,000, GIAC Inc., funding of $1,500,000 and city funding of $4,000,000. This is new funding. The construction has just recently started.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>East State/MLK Jr. Street Improvements</td>
<td>$</td>
<td>partial issue</td>
<td>$ 300,000</td>
</tr>
<tr>
<td>To fund the construction of the improvements to be made on the East State/MLK Street from the tuning fork intersection to Mitchell Street. Construction is starting now. The project is funded 80% from Federal aid reimbursement. The city cost at this time is 20%. The funds will have to be paid upfront by the city and later reimbursed from aid. The total authorization is $3,256,100. Last issued on 2/16/23 for $2,000,000. Total issued to date is $2,400,000.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Totals**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount to issue</th>
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<tbody>
<tr>
<td>General Fund</td>
<td>$ 1,600,000</td>
</tr>
<tr>
<td>Solid Waste</td>
<td>$ -</td>
</tr>
<tr>
<td>Water</td>
<td>$ -</td>
</tr>
<tr>
<td>WasteWater Treatment Facility</td>
<td>$ -</td>
</tr>
<tr>
<td>Sewer</td>
<td>$ -</td>
</tr>
<tr>
<td>Total</td>
<td>$ 1,600,000</td>
</tr>
</tbody>
</table>
4.1 Release Funds from 2023 Restricted Contingency Account - Black Hands Universal

WHEREAS, Common Council as part of the 2023 Authorized Budget placed $50,000 for Black Hands Universal, Inc. into the Restricted Contingency Account, and

WHEREAS, we have now received sufficient information to release the funds for 2023 programming, now therefore be it

RESOLVED, That Common Council hereby releases an amount not to exceed $50,000 in funding from the 2023 Restricted Contingency Account A1990 and transfers those funds to account A1012-5435 Community Service Contracts for the purposes of funding 2023 Black Hands Universal programming, and be it further

RESOLVED, Common Council hereby authorizes the Mayor, on advice of the City Attorney, to execute the contract for Black Hands Universal
CONTRACT FOR SERVICES

Made this __________ day of ________________ between: The CITY OF ITHACA, a municipal corporation with offices at 108 East Green Street, Ithaca, New York, hereinafter called the "City", and Black Hands Universal Inc., 706 W. Green St., Ithaca, NY 14850, hereinafter called the "Contractor"

WITNESSEIH:

WHEREAS, the City requires certain services to be performed more particularly set forth in Schedule A attached hereto and made a part thereof, and

WHEREAS, the Contractor is desirous of performing such services and the City is desirous of contracting with the Contractor to provide such services;

NOW, in consideration of the covenants, conditions, and provisions contained herein, it is hereby AGREED as follows:

1. The term of the agreement shall be from January 1, 2023 through December 31, 2023.

2. The Contractor agrees to perform the services set forth in Schedule A attached hereto and made a part hereof in a manner and at such time or times as is satisfactory to the City.

3. The Contractor shall be paid the sum of $50,000 in quarterly payments of $12,500 for providing such services as specified in Schedule A. The Contractor specifically agrees that the Contract shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the City beyond monies available for this purpose.

4. The relationship of the Contractor to the City is that of an independent contractor. As such, the Contractor shall receive no fringe benefits from the City including but not limited to medical insurance, retirement benefits, workers' compensation, disability, unemployment insurance or any other benefits or remuneration other than that set forth in paragraph 2 hereinabove.

5. The City may terminate this contract at any time without cause, in which case the Contractor shall be paid pro rata for the satisfactory work performed to date of termination.

6. The Contractor shall defend, indemnify, and hold the City harmless (including but not limited to reasonable attorney's fees and costs) from any claims against the City arising from the negligence or willful misconduct of the Contractor.,

7. The Contractor shall not discriminate against any employee, applicant for employment, subcontractor, supplier of materials or services or program participant because of actual or perceived age; creed; color; disability; domestic violence victim status; ethnicity; familial status; gender; gender identity or expression; height; immigration or citizenship status; marital status; military status; national origin; predisposing genetic characteristics; race; religion; sex; sexual orientation; socioeconomic status; or weight.

8. Workers' Compensation and Disability Coverage: A condition for entry into this agreement is the presentation by the Contractor to the City of Ithaca of either proof that the Contractor provides the
levels of workers' compensation and disability coverage required by the State of New York or that the Contractor is not required to provide such coverage.

9. In accordance with the provisions of Section 109 of the New York General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement to any person or corporation without the prior written consent of the City.

10. This Contract shall be governed under the Charter and Municipal Code of the City of Ithaca and the laws of the State of New York without regard to, or the application of New York State's choice of law provisions. The parties further agree that the Supreme Court of the State of New York, held in and for the County of Tompkins shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto, and the parties consent to the jurisdiction of such court.

11. This contract contains the final and entire agreement and understanding between the parties and is the complete and exclusive statement of its terms. This contract supersedes all prior agreement and understandings, whether oral or written, in connection therewith. This Contract for Services and Schedule A included therein are to be read as a whole, but nothing contained in Schedule A or other documents shall override or modify the terms of this Contract for Services.

12. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken as a whole, shall constitute one and the same Contract for Services.

CONTRACTOR: CITY OF ITHACA:

BY: .........................................................\nDATE: ....................................................

BY: ..........................\nMayor\nDATE: ....................................................

BY: .........................................................\nDepartment Head\nDATE: ....................................................

APPROVAL AS TO FORM:

_________________________ DATE: .................................
City Attorney

CITY CONTROLLER:

_________________________ DATE: .................................
City Controller

CITY ADMINISTRATION COMMITTEE

_________________________ DATE: .................................
Chairperson
Black Hands 2023-2024 Summary

BHU will be running multiple job, career, and trade training facilitation. We will have a mixed age range from teens to adults. Our higher range of demographic consists of low income and BIPOC participants. A list of our programs and their estimated length of time are listed below.

**Landscaping**: A landscaper is a professional needed to maintain the beauty of gardens, parks and other outdoor spaces. Duties can include making sure plants grow well in their assigned area as well as cleaning up debris around yards and other areas.

(Spring2023-Summer2023)

**Entrepreneur**: the process of developing, organizing, and running a new business to generate profit while taking on financial risk. In a broader sense, entrepreneurship is the process of transforming the status quo by solving the most pressing problems and pain points in our society, often by introducing an innovative product or service or creating new markets:

(Summer2023-Fall2023)

**Cleaning Tech**: A cleaning technician is in charge of the cleaning and maintenance of a building, company, or property. Though similar to that of maids and janitors, the job consists mainly of deep cleaning tasks.

(Spring2023-Winter2023)

**Construction**: A construction worker is a manual labor professional responsible for preparing equipment, operating machinery and taking apart and building

(Spring2023-Spring2024)
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Location</th>
<th>Number of Participants</th>
<th>Hourly Rate</th>
<th>Weekly Est. HR</th>
<th>Weekly Est. Hrs</th>
<th>Total Weeks</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serenity Flemming</td>
<td>Director/Supervisor</td>
<td>SCC COMMONS</td>
<td>2</td>
<td>17.50$</td>
<td>20 hrs</td>
<td>340 hrs</td>
<td>4</td>
<td>5,250$</td>
</tr>
<tr>
<td>Laticia Perkins</td>
<td>Director/Supervisor</td>
<td>W.VILLE/CH_ESTNUT/D</td>
<td>6</td>
<td>17.50$</td>
<td>20 hrs</td>
<td>340 hrs</td>
<td>2</td>
<td>7,000$</td>
</tr>
<tr>
<td>Andrea Owens</td>
<td>Supervisor</td>
<td>Multipurpose projects</td>
<td>5 (23 Cohorts)</td>
<td>17.50$</td>
<td>20 hrs</td>
<td>340 hrs</td>
<td>24</td>
<td>19,200$</td>
</tr>
<tr>
<td>Kimani Houie</td>
<td>Director/Supervisor</td>
<td>W. Village/CH_ESTNUT</td>
<td>5 Pal11c</td>
<td>17.50$</td>
<td>20 hrs</td>
<td>340 hrs</td>
<td>24</td>
<td>8,400</td>
</tr>
<tr>
<td>Shlann Kelly</td>
<td>Director/Supervisor</td>
<td>(Enter..)</td>
<td>1</td>
<td>20.00$</td>
<td>40 hrs</td>
<td>10 hrs</td>
<td>10</td>
<td>7,000$</td>
</tr>
<tr>
<td>(5 New Jobs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Rate: 100.00$ hourly
Total Hours: 15 hours weekly
Total Weeks: 51.850$
Total Cost: 57,000$
4.2 Release Funds from 2023 Restricted Contingency Account – Unbroken Promise Initiative

WHEREAS, Common Council as part of the 2023 Authorized Budget placed $50,000 for the Unbroken Promise Initiative into the Restricted Contingency Account, and

WHEREAS, we have now received sufficient information to release the funds for 2023 programming, now therefore be it

RESOLVED, That Common Council hereby releases an amount not to exceed $50,000 in funding from the 2023 Restricted Contingency Account A1990 and transfers those funds to account A1012-5435 Community Service Contracts for the purposes of funding 2023 Unbroken Promise Initiative programming, and be it further

RESOLVED, Common Council hereby authorizes the Mayor, on advice of the City Attorney, to execute the contract for the Unbroken Promise Initiative.
CONTRACT FOR SERVICES

Made this __________ day of __________ between: The CITY OF ITHACA, a municipal corporation with offices at 108 East Green Street, Ithaca, New York, hereinafter called the "City", and Unbroken Promise Initiative, Inc., 317 Taughannock Blvd., Ithaca, NY 14850, hereinafter called the "Contractor"

WTINESSETH:

WHEREAS, the City requires certain services to be performed more particularly set forth in Schedule A attached hereto and made a part thereof, and

WHEREAS, the Contractor is desirous of performing such services and the City is desirous of contracting with the Contractor to provide such services;

NOW, in consideration of the covenants, conditions, and provisions contained herein, it is hereby AGREED as follows:

1. The term of the agreement shall be from January 1, 2023 through December 31, 2023.

2. The Contractor agrees to perform the services set forth in Schedule A attached hereto and made a part hereof in a manner and at such time or times as is satisfactory to the City.

3. The Contractor shall be paid the sum of $50,000 in quarterly payments of $12,500 for providing such services as specified in Schedule A. The Contractor specifically agrees that the Contract shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the City beyond monies available for this purpose.

4. The relationship of the Contractor to the City is that of an independent contractor. As such, the Contractor shall receive no fringe benefits from the City including but not limited to medical insurance, retirement benefits, workers' compensation, disability, unemployment insurance or any other benefits or remuneration other than that set forth in paragraph 2 hereinabove.

5. The City may terminate this contract at any time without cause, in which case the Contractor shall be paid pro rata for the satisfactory work performed to date of termination.

6. The Contractor shall defend, indemnify, and hold the City harmless (including but not limited to reasonable attorney's fees and costs) from any claims against the City arising from the negligence or willful misconduct of the Contractor.

7. The Contractor shall not discriminate against any employee, applicant for employment, subcontractor, supplier of materials or services or program participant because of actual or perceived age; creed; color; disability; domestic violence victim status; ethnicity; familial status; gender; gender identity or expression; height; immigration or citizenship status; marital status; military status; national origin; predisposing genetic characteristics; race; religion; sex; sexual orientation; socioeconomic status; or weight.

8. Workers' Compensation and Disability Coverage: A condition for entry into this agreement is the presentation by the Contractor to the City of Ithaca of either proof that the Contractor provides the
levels of workers' compensation and disability coverage required by the State of New York or that the Contractor is not required to provide such coverage.

9. In accordance with the provisions of Section 109 of the New York General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement to any person or corporation without the prior written consent of the City.

10. This Contract shall be governed under the Charter and Municipal Code of the City of Ithaca and the laws of the State of New York without regard to, or the application of New York State's choice of law provisions. The parties further agree that the Supreme Court of the State of New York, held in and for the County of Tompkins shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto, and the parties consent to the jurisdiction of such court.

11. This contract contains the final and entire agreement and understanding between the parties and is the complete and exclusive statement of its terms. This contract supersedes all prior agreement and understandings, whether oral or written, in connection therewith. This Contract for Services and Schedule A included therein are to be read as a whole, but nothing contained in Schedule A or other documents shall override or modify the terms of this Contract for Services.

12. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken as a whole, shall constitute one and the same Contract for Services.

CONTRACTOR:  

BY:  

DATE:  

CITY OF ITHACA:

BY:  

Mayor

DATE:  

BY:  

Department Head

DATE:  

APPROVAL AS TO FORM:

DATE:  

City Attorney

CITY CONTROLLER:

DATE:  

City Controller

CITY ADMINISTRATION COMMITTEE

DATE:  

Chairperson
ORGANIZATION FUNDING QUESTIONS

• What is your Organization's Mission Statement?

We are a grassroots neighborhood revitalization nonprofit addressing barriers to access, education, and equity in our West End community of Ithaca, N.Y.

• How many people are served by your organization in the City of Ithaca?

UPI currently serves over about 320 low to moderate income residents on the West End.

• Please specify the estimated budget allocation from City of Ithaca funds for each of the following categories:
  • Salary & Wages - $25,000
  • Equipment - $10,000
  • Travel - $6,000
  • Supplies - $2,000
  • Other Direct Costs - $7,000

• Please detail how you plan to report on project activities and success to the City of Ithaca.

UPI will analyze processes by collecting relevant data on performance and how resources are presently directed towards these processes. This will involve looking through documentation, analyzing key performance indicators or other success metrics, conducting stakeholder interviews, brainstorming and observing project activities. After comparing target goals with the current state, we will begin to draw up a comprehensive plan.

• Do you work collaboratively with any other agencies (please list)? Do you anticipate any duplication of services within the community?

UPI is currently collaborating with Coltivare - TC3 Culinary Center, providing culinary class once a week to Youth Enrichment Program participants.
• Have you received or asked for funding from any other local, state, or federal government entity?

No, UPI has not yet received or asked for funding from other local, state, or federal government entity.

• Please provide a current list of Staff and Board of Directors.

**Staff:** Jordan Clemons - Director, Yasmin Rashid - Assistant Director, Sullymar Pena - Finance Manager, Kady Balich - Executive Assistant

**Board of Director:** Jordan Clemons, Yasmin Rashid, Sullymar Pena, Ellen Baer, Dave Shapiro, Tyrone Lee

• What are your biggest challenges going forward and how can the city assist with your success?

The biggest challenge going forward is the huge undertaking of the Unbroken Promise Initiative. With such a broad scope, to address the needs for children and families on the West End, it's going to take a massive community building effort, community engagement, and resources.

The City of Ithaca can assist the organization by providing advocate resources and funding it needs to be successful.

• Please attach latest financial report.
• Unbroken Promise Initiative, Inc.

• 317 Taughannock Blvd, Ithaca, New York 14850

• UPI Youth Enrichment Program

1) **Organization Ision:** Unbroken Promise Initiative is a grassroots neighborhood revitalization nonprofit addressing barriers to access, education, and equity in disenfranchised and marginalized communities. Our focus is on the West End of Ithaca, NY, but incorporates youth from all over the City of Ithaca.

UPI believes every human being is looking for intrinsic worth. This is the guiding principle at the core of YEP education and programming. Our focus is on the common interests, strengths, and aspirations of all youth. YEP teaches that with our human differences come many more commonalities that can be used to bridge understanding and increase innovation. Youth experience the benefit of building on the commonalities they all share, rather than treating a youth who may be underserved, or BIPOC, as if they have different aspirations and strengths from them.

2) **Target Population:** In 2020, we presented the findings from the collaboration project between Unbroken Promise Initiative (UPI) and the Cornell Information Science Master of Professional Studies (MPS). At a high level, the purpose of the collaboration was to better understand the context, needs, and challenges of Ithaca’s West End community through qualitative research methods.

Interviews and analysis revealed that there are many caregivers, especially mothers, with more than one child living on the West End. Many of them expressed concerns about the fact that there is a lack of after school activities that their children can participate in, which makes it even more difficult for caregivers to balance work and taking care of their family. Additionally, we found that youth development was tough for disadvantaged communities on the West End. The typical youth feels like there aren't enough recreational spaces or opportunities to explore and engage in fun, healthy activities. They also struggle to prepare for their future, and they want mentorship to help guide them in that process.

UPI’s Youth Enrichment Program will provide 15 youth participants access to high quality youth development opportunities to rising high school students and young adults ages 14-24. We estimate serving 10 leaders of color residing in our most vulnerable communities. An electronic program database will be used to track attendance and store documentation on participants. Each will have a file including registration packet, medical release forms, evaluations, case notes, orientations, registered/completed training, assessments, nutrition chart, achievements, discipline information, and more. Youth who qualify as belonging to an ALICE household and
Services, Opportunities, and Supports: Safe Place Out of School Time Services

UPI Performance Measure:
- How Much: # of youth participating (unduplicated).
- How Well: % of youth attending the OST program at least 50% of scheduled days.
- Better Off: #/% of youth with improved positive youth development outcomes (i.e., academic, health, social/emotional skills, and/or community engagement.

Needs Assessment Data:
In collaboration with the Computing and Information Science department at Cornell, we conducted a needs assessment in Fall of 2020 focused on the West Village community. Twenty-five door-to-door interviews and subsequent analysis revealed that community members consistently perceived a lack of youth development opportunities outside of school. Youth were looking for mentorship opportunities to help them prepare for the future, and wanted recreational spaces to engage in healthy and healthy behaviors, but such opportunities were lacking in the community. Our Youth Enrichment Program was specifically designed to address these needs by giving youth different ways of engaging with their community/neighborhood and to promote youth development in general.

4) Project Description & Details:

As in many places throughout America over the past two years, the Ithaca/Tompkins County region has been showing signs of stress within its community. In 2020, civil marches and protests in Downtown Ithaca called out to the need for justice and resources for underserved neighborhoods. The coronavirus pandemic shuttered schools, sports programs, and community gathering places, isolating youth throughout the City of Ithaca isolated and cut-off from their greater community. A spate of gun violence within the West End of Ithaca and surrounding areas further rattled community residents, including children and teenagers.

Unbroken Promise Initiative (UPI) is what Ithaca community members have been seeking for decades - a community-based organization that provides youth, specifically disadvantaged youth, an opportunity to belong in safe spaces and connection with adult mentors who can truly empathize with and lift them.

The purpose of UPI's Youth Enrichment Program (YEP) is to provide youth with opportunities to cultivate a growth mindset and gain vital tools to overcome transgenerational trauma to enhance the quality of life in their communities and throughout the City of Ithaca. The overarching goal is to engage and empower youth in making healthy choices, build resilience, overcome community challenges, educational barriers, and build intergenerational mobility. YEP prioritizes five strategies in programming: Mentoring, Social Emotional Learning, Community Engagement, Early Warning Systems, and College Readiness. In assessing our pilot program...
Lehman Alternative Community School, 111 Chestnut St, Ithaca, NY
Privately Owned Gymnasium, 55 Hall Woods Rd, Ithaca, NY
Community School of Music and Arts, 330 E. State St, Ithaca, NY (TBD)

**Program Operational**

Monday 3:30pm - 9:00pm, Tuesday 3:30pm - 9:00pm, Wednesday 3:30pm - 9:00pm, Thursday 3:30pm - 9:00pm, Friday 3:30pm - 9:00pm, Saturday & Sunday (varies)

The uptick of gun violence within the West End neighborhoods rattled community residents, including children and teenagers. Programs for our most vulnerable youth were insufficient.

Social and emotional learning (SEL) programming emerged as a huge need for youth and families throughout the county. Our pilot program, launched in 2020, intended to fill this gap in community programming for our most vulnerable communities, but our max capacity for this program, when unfunded, was 8 youth. With the overwhelming support of affluent families and the program's unwavering commitment to serve youth, we were able to expand our physical education cohort to allow a program cap of 30 youth, which was still insufficient to meet the total demand for the program. With increased capacity, we know that we can serve more youth and further the positive impact of our programming.

Centrally located off the West End, YEP provides equitable access to a safe place out of school and makes comprehensive and coordinated youth services widely available, for extended after-school and weekend hours. YEP will provide a 12-month program with a purpose of sustaining youth-adult partnerships, extending throughout the Summer months, to encourage youth to make the most of their time. As a result, youth will get support in capturing the benefits that can come from positive summer activities such as opportunities to explore new interests, gain new skills, and practice self-independence and self-discipline. The program will operate as a traditional program. YEP will have a staff ratio of 1:10.

Since 2020, UPI has developed many relationships throughout the community. We have solidified many partnerships for 2023 and YEP anticipates continuing working with partners to strengthen the program and serve youth and families. In addition to funding, many of our supporters are real estate owners and provide stability for programming, provide culinary classes, supply hot meals weekly, provide transportation to disadvantaged families, maintain engagement and more. For YEP, this support is encouraging and demonstrates its need.

Transportation is a huge barrier for the West End community. YEP will coordinate with Tompkins Consolidated Area Transit (TCAT) to participate in their youth "FreeRyde" program which allows youth under 17 years old to ride the bus for free. Additionally, UPI and TCAT are collaborating on a project to meet the needs of transportation-disadvantaged residents on the West End. UPI's role is to advise TCAT on the gaps in the West End communities, and TCAT is the administrator-service provider. (See document attached)
Last year, we ran a pilot of the program and used three different sources of data to evaluate program performance: 1) Participation data (process-focused), 2) Informal youth feedback (process-focused), and 3) Qualitative and quantitative data from youth and caregivers (outcome-focused). These same data sources will continue to be collected and are described below.

(1) Youth participation rates provide a simple and important measure of program performance: if participation is low, the program can't yield the desired results. We will continue to track performance as a process-focused measure of the program. Drops in participation, for example, would provide timely feedback that some sort of action is needed to re-engage youth participants.

(2) Informal youth feedback was collected through conversations with small groups of youth participants; staff would prompt these conversations by asking how things are going and asking about particular program activities. This process-focused feedback was very helpful in understanding changes in participation rates and youth engagement with the program in general. The informality of these interactions was important for getting honest feedback from youth. We will continue to solicit feedback from youth throughout the year in this manner, multiple times throughout the year at least once a month.

(3) After the program had been running for 12 months, qualitative, open-ended written feedback was collected from youth and caregivers regarding their perceptions of the program's impact so far. This feedback provided valuable outcome-focused feedback that highlighted the many positive effects that youth and caregivers were observing from the program (e.g., sense of community, motivation, self-confidence). As the school-year now comes to a close, caregivers and youth will again be asked for feedback, this time using a quantitative and qualitative survey. The qualitative responses will provide rich feedback and may yield new insights into the program's outcome or implementation that we didn't know to ask about; quantitative data through likert-scale questions (e.g., using a 5-point scale to indicate degree of satisfaction with the program) will provide quantitative data with which we can track program outcomes over time both throughout the year and across years over time.

This year, the mixed-method qualitative and quantitative survey will be disseminated twice throughout the year - once in the winter and once in the spring. The survey as a whole will focus on core program outcomes including constructive use of leisure time, program satisfaction, psychological and emotional outcomes (e.g., psychological well-being, self-confidence), and academic outcomes (e.g., motivation, perceived performance changes). The data from these surveys are particularly valuable given that they come from both the youth themselves and their caregivers.
WHEREAS, the City of Ithaca (City) is eligible to receive an annual formula allocation of funds to address community
development needs through the U.S. Department of Housing & Urban Development (HUD) Entitlement program from the
Community Development Block Grant (CDBG) program and the HOME Investment Partnerships (HOME) program
funding sources, and

WHEREAS, the City has contracted with the Ithaca Urban Renewal Agency (IURA) to administer, implement
and monitor the City’s HUD Entitlement program in compliance with all applicable regulations, and

WHEREAS, on an annual basis, an Action Plan must be submitted to HUD to access HUD Entitlement Program funding
allocated to the City, and

WHEREAS, the 2023 Action Plan identifies a specific list of budgeted community development activities to be funded
from the 2023 HUD Entitlement Program allocation and associated funds administered by the IURA, and

WHEREAS, the IURA employed an open and competitive project selection process for development of the 2023 Action
Plan in accordance with the City’s Citizen Participation Plan, and

WHEREAS, a two-part Public Hearing to review 2023 Annual Action Plan proposals was held on February 23, 2023 and
March 2, 2023, and

WHEREAS, on March 8, 2023, the U.S. Department of Housing and Urban Development (HUD) released the 2023
CDBG and HOME funding allocations for the City, and

WHEREAS, available funds to be allocated through the 2023 Action Plan funding process include the following:

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<thead>
<tr>
<th></th>
<th></th>
<th>Amount</th>
<th>Description</th>
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<tr>
<td>CDBG</td>
<td>2023 Allocation</td>
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<td>CDBG</td>
<td>2023 Projected Program Income</td>
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<tr>
<td>CDBG</td>
<td>Recaptured/Unallocated Funds</td>
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<tr>
<td>HOME</td>
<td>2023 Allocation</td>
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<tr>
<td>HOME</td>
<td>Recaptured/Unallocated Funds</td>
<td>$11,124.00</td>
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<td><strong>Total</strong></td>
<td></td>
<td><strong>$1,137,435.20</strong></td>
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</table>

WHEREAS, the IURA used an open and competitive project selection process for development of the 2023
Action Plan in accordance with the City of Ithaca’s Citizen Participation Plan, and

WHEREAS, a Public Hearing on the draft Action Plan was held on May 17, 2023; now, therefore, be it

RESOLVED, that the Common Council hereby adopts the City’s 2023 HUD Entitlement Action Plan, including the
attached summary table titled “IURA Recommended Draft 2023 Action Plan, City of Ithaca, NY,” dated March 23, 2023,
for allocation of the 2023 HUD Entitlement Program award, along with associated funds listed above, and be it further

RESOLVED, that the Urban Renewal Plan shall be amended to include activities funded in the adopted 2023 Action
Plan.
The City of Ithaca’s draft 2023 Action Plan is available for public comment from Tuesday, April 25, 2023 until 5:00 p.m., Wednesday, May 31, 2023, either digitally using this link or at IURA offices. To request a hardcopy, please contact IURA Community Development Planner at: (213) 220-3522. Written comments may be submitted via e-mail at: amendizabal@cityofithaca.org. The Planning and Economic Development Committee (PEDC) of Ithaca Common Council will hold a Public Hearing for the draft plan at 6:00 p.m., Wednesday, May 17, 2023. This hearing will be the second of two Public Hearings to gain public input on development of the 2023 Action Plan. The public is encouraged to participate. For instructions on how to give verbal comment at this hybrid meeting — whether remote or in-person — please view the PEDC agenda at: http://www.cityofithaca.org/agendacenter or call: (213) 220-3522. The Public Hearing can also be viewed non-interactively on the City of Ithaca’s YouTube Channel: https://www.youtube.com/channel/UC7RtJN1P_RFaFW2IVCnTrDg. Written comments on the draft plan may be submitted to IURA at: amendizabal@cityofithaca.org and must be received by 5:00 p.m., May 31, 2023. If you have a disability and require further accommodation to fully participate, or have any other questions, please contact amendizabal@cityofithaca.org or (213) 220-3522 at least 48 hours prior to the meeting. Following is a summary list of proposed 2023 activities:

### 2023 DRAFT ACTION PLAN

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<tr>
<th>Activity</th>
<th>Sponsor</th>
<th>Amount</th>
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<tr>
<td>The Beacon</td>
<td>INHS</td>
<td>$199,900 [HODAG]</td>
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<tr>
<td>Homeowner Rehab Program</td>
<td>INHS</td>
<td>$146,250</td>
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<tr>
<td>Minor Repair Program</td>
<td>INHS</td>
<td>$ 40,000</td>
</tr>
<tr>
<td>CHT Sears St. Development</td>
<td>INHS</td>
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<td>312 S. Plain St. Duplex</td>
<td>Habitat for Humanity of TCC</td>
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<td>Security Deposit Assistance Program</td>
<td>Catholic Charities of TT</td>
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<tr>
<td>SJCS Sober Living Reintegration Services</td>
<td>St. John’s Community Services</td>
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<td>Building Quality Career Paths Through Reuse</td>
<td>Finger Lakes ReUse</td>
<td>$ 78,595</td>
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<tr>
<td>Work Preserve Job Training: Job Placements</td>
<td>Historic Ithaca</td>
<td>$ 67,500</td>
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<td>Hospitality Employment Training Program</td>
<td>GIAC</td>
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<td>Shared Kitchen Ithaca (SKI): Microenterprise Dev.</td>
<td>Friends of IFM</td>
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<td>2-1-1 Info &amp; Referral w/ Housing Navigation</td>
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<td>Work Preserve Job Training: Job Readiness</td>
<td>Historic Ithaca</td>
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<tr>
<td>Immigrant Services Program</td>
<td>Catholic Charities of TT</td>
<td>$ 40,000</td>
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<tr>
<td>A Place to Stay: Follow-Up Support</td>
<td>Catholic Charities of TT</td>
<td>$ 10,000</td>
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<tr>
<td>Economic Development Loan Fund</td>
<td>IURA</td>
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<td>CDBG Administration</td>
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<td>HOME Administration</td>
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<tr>
<td>TOTAL</td>
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<td>$1,137,435.20</td>
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This list assumes anticipated CDBG and HOME awards of $637,714 and $333,264, respectively, and $166,457.20 from anticipated repayments of prior-year economic development loans and other funds.
<table>
<thead>
<tr>
<th>#</th>
<th>Project</th>
<th>Sponsor</th>
<th>Funding Request</th>
<th>Matching Funds (Less. &amp; Vouchers)</th>
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<th>AVAILABLE FUNDING</th>
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<td>13</td>
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<td>16</td>
<td>A Place to Stay: Follow-Up Support for Women Gaining Stability</td>
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**Note:** HODAG = HOME/Specified Activities Development Funding Agreement (HODAG)
### 2023 HUD Entitlement Program (City of Ithaca, NY) – Funding Proposals Received

#### HOUSING

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<tr>
<th>#</th>
<th>Project</th>
<th>Sponsor</th>
<th>Funding Request</th>
<th>Matching Funds (Sec. &amp; Unsec.)</th>
<th>Total Project Cost</th>
<th>AVAILABLE FUNDING</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>The Beacon</td>
<td>Ithaca Neighborhood Housing Services, Inc. (INHS)</td>
<td>$199,900.00</td>
<td>$22,784,883.00</td>
<td>$22,948,883.00</td>
<td>$793,047.20</td>
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<td>2</td>
<td>Homeowner Rehab</td>
<td>Ithaca Neighborhood Housing Services, Inc. (INHS)</td>
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<td>$92,563.75</td>
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<td>3</td>
<td>Minor Repair Program</td>
<td>Ithaca Neighborhood Housing Services, Inc. (INHS)</td>
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<td>$126,900.00</td>
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<td>CHT Sears Street Development</td>
<td>Ithaca Neighborhood Housing Services, Inc. (INHS)</td>
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<td>$1,808,744.00</td>
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<td>5</td>
<td>312 S. Plain St. Duplex</td>
<td>Habitat for Humanity</td>
<td>$95,000.00</td>
<td>$287,560.00</td>
<td>$382,560.00</td>
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<td>6</td>
<td>Housing Scholarship Program</td>
<td>The Learning Web, Inc.</td>
<td>$91,800.00</td>
<td>$81,100.00</td>
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<td>7</td>
<td>Security Deposit Assistance for Vulnerable Households</td>
<td>Catholic Charities of Tompkins/Tioga Counties</td>
<td>$37,500.00</td>
<td>$20,304.00</td>
<td>$57,804.00</td>
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<td>8</td>
<td>SJCS Sober Living Reintegration Services</td>
<td>St. John's Community Services</td>
<td>$106,000.00</td>
<td>$252,000.00</td>
<td>$871,600.00</td>
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<td>9</td>
<td>Village at Ithaca Capital Project Expansion: Housing Component</td>
<td>Village at Ithaca</td>
<td>$199,000.00</td>
<td>$615,000.00</td>
<td>$814,000.00</td>
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**HOUSING SUBTOTAL:** $1,064,200.00 $25,968,814.75 $27,546,814.75 $1,277,435.20

#### ECONOMIC DEVELOPMENT

<table>
<thead>
<tr>
<th>#</th>
<th>Project</th>
<th>Sponsor</th>
<th>Funding Request</th>
<th>Matching Funds (Sec. &amp; Unsec.)</th>
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<th>AVAILABLE FUNDING</th>
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<tbody>
<tr>
<td>10</td>
<td>Building Quality Career Paths Through ReUse</td>
<td>Finger Lakes ReUse, Inc.</td>
<td>$116,599.70</td>
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<tr>
<td>11</td>
<td>Work Preserve Job Training: Job Placements</td>
<td>Historic Ithaca, Inc.</td>
<td>$67,500.00</td>
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<td>12</td>
<td>Hospitality Employment Training Program (HETP)</td>
<td>Greater Ithaca Activities Center, Inc. (GIAC)</td>
<td>$70,000.00</td>
<td>$102,940.00</td>
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<td>13</td>
<td>Shared Kitchen Ithaca (SK): Food Product Micro-Enterprise Development</td>
<td>Friends of Ithaca Farmers Market</td>
<td>$47,800.00</td>
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<td>14</td>
<td>BHU Pre-Apprenticeship Program</td>
<td>Black Hands Universal</td>
<td>$70,000.00</td>
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<td>15</td>
<td>Economic Development Loan Fund</td>
<td>IURA</td>
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**ECONOMIC DEVELOPMENT SUBTOTAL:** $511,899.70 $619,691.56 $1,134,591.26 $1,277,435.20

#### PUBLIC FACILITIES/INFRASTRUCTURE

<table>
<thead>
<tr>
<th>#</th>
<th>Project</th>
<th>Sponsor</th>
<th>Funding Request</th>
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<th>Total Project Cost</th>
<th>AVAILABLE FUNDING</th>
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</thead>
<tbody>
<tr>
<td>16</td>
<td>2-1-1 Information &amp; Referral Helpline with Housing Navigation</td>
<td>Human Services Coalition of Tompkins County, Inc. (HSCI)</td>
<td>$55,000.00</td>
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<td>17</td>
<td>Work Preserve Job Training: Job Readiness</td>
<td>Historic Ithaca, Inc.</td>
<td>$23,000.00</td>
<td>(same as #11 above)</td>
<td>(same as #11 above)</td>
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<td>18</td>
<td>Immigrant Services Program (ISP)</td>
<td>Catholic Charities of Tompkins/Tioga Counties</td>
<td>$40,000.00</td>
<td>$50,000.00</td>
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<td>19</td>
<td>A Place to Stay: Follow-Up Support for Women Gaining Stability</td>
<td>Catholic Charities of Tompkins/Tioga Counties</td>
<td>$20,000.00</td>
<td>$86,224.00</td>
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<td>20</td>
<td>Women's Empowerment Services &amp; Training WEST</td>
<td>IURA</td>
<td>$44,000.00</td>
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**PUBLIC FACILITIES SUBTOTAL:** $182,000.00 $329,074.00 $772,555.00 $1,277,435.20

#### PUBLIC SERVICES

<table>
<thead>
<tr>
<th>#</th>
<th>Project</th>
<th>Sponsor</th>
<th>Funding Request</th>
<th>Matching Funds (Sec. &amp; Unsec.)</th>
<th>Total Project Cost</th>
<th>AVAILABLE FUNDING</th>
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</thead>
<tbody>
<tr>
<td>21</td>
<td>CDBG Administration (20%)</td>
<td>IURA</td>
<td>$127,542.80</td>
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<td>$127,542.80</td>
<td>$793,047.20</td>
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<tr>
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<td>HOME Administration (10%)</td>
<td>IURA</td>
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<td>$33,326.40</td>
<td>$344,388.00</td>
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**PUBLIC SERVICES SUBTOTAL:** $160,869.20 $329,074.00 $721,983.20 $1,277,435.20

**TOTALS:** $2,098,968.90 $26,917,580.31 $29,794,870.21 $127,542.80 $33,326.40 $160,869.20

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Minimum Required Set-Aside of HOME Funds for CHDO Activities (15%): $40,989.60

*CHDO Set-Aside Eligible Projects: 2
SUMMARY OF PUBLIC NOTICES
Related to Opportunities for Public Comment on the 2023 Draft Annual Action Plan (AAP)

- The schedule for the 2023 HUD Entitlement Annual Action Planning process has been posted on the IURA website www.ithacaura.org since December 2022. The schedule includes the 30+ day Public Comment Period on the Draft Plan and Public Hearing #2.

- Notice of the availability of the 2023 Draft Annual Action Plan, the 30+ day Public Comment Period, and Public Hearing #2 was published in The Ithaca Journal on April 21, 2023. A copy of the legal notice was included in the PEDC Agenda Packet.

- A reminder about Public Hearing #2 and the 30+ day Public Comment Period, along with instructions on how to attend and/or comment, was posted to the Human Services Coalition Listserv on May 16, 2023.

- Additionally, a general Public Comment period is provided at all meetings of the IURA Board and Committees.

SUMMARY OF PUBLIC COMMENTS
2023 Annual Action Plan (AAP)

At Public Hearing #2, held at the Planning and Economic Development Committee (PEDC) of Common Council on May 17, 2023, two verbal comments were received.

- Comment #1
  - In general the plan is good.
  - However, the commenter expressed concern about the Draft Plan’s inclusion of a 2023 project sponsored by Habitat for Humanity of Tompkins-Tioga, due to Habitat’s recent eviction of a disabled person from a home that Habitat acquired. This eviction was covered in the local news.
Comment #2

- A sober living environment is a good idea, as long as there are compassionate, equitable services to people who are not able to be sober and have addiction issues. The population is done a disservice if all energy is directed to sober spaces. It is much harder to get off drugs when living outside, so multiple different supports are needed.

- The commenter also expressed concern that the needs of unhoused people staying in the homes of others (“couch surfers”) were not more fully explored in the 2023 Draft Action Plan. People in this situation are vulnerable to exploitation from their host. More support, outreach, and energy toward that population is needed.

IURA Staff Response (during meeting):

Commenters were thanked and told that their comments would be added to the record of public comment submitted with the Action Plan.

Funding is allocated through a competitive process whereby potential project sponsors submit applications for projects of their own design. No applications were received in the 2023 Action Planning cycle that addressed the specific needs of people who are unhoused and staying in the homes of others (“couch surfers”). Comments like this from the public are helpful in guiding Action Plan outreach in future years.

IURA Staff Follow-up Response:

The IURA Board discussed Commenter #1’s concern at its May 25, 2023 meeting.

The IURA Board Chair was included in discussions, including confidential discussions, regarding the S. Aurora Street property and efforts by Habitat and others to find remedy for the situation that ultimately ended in the eviction proceedings.

- No written public comment was received by 5:00 pm on May 31, 2023, the deadline for written public comment. The 30+ day Public Comment Period opened on April 25, 2023.
WHEREAS, the Citizen Participation Plan (CPP) establishes the City of Ithaca’s procedures for involving the public in development and implementation of the U.S. Department of Housing and Urban Development (HUD) Entitlement Program, and

WHEREAS, the City has contracted with the Ithaca Urban Renewal Agency (IURA) to administer, implement and monitor the City’s HUD Entitlement program in compliance with all applicable regulations, and

WHEREAS, the IURA considered two issues for clarification in the CPP:
1. HUD approval of substantial amendments to a 1-year Action Plan or 5-year Consolidated Plan, and
2. Treatment of anonymous comments received, and

WHEREAS, at their February 23, 2023 meeting the IURA recommended adoption of the proposed 5th Amendment to the CPP; now, therefore, be it

RESOLVED, that the Common Council for the City of Ithaca hereby adopts the 5th amendment to the City of Ithaca HUD Entitlement Citizen Participation Plan, dated January 27, 2023, to clarify:
1. that a proposed substantial amendment to a Consolidated Plan or Action Plan requires approval from the U.S. Department of Housing & Urban Development (HUD), and
2. that anonymous public comments received will be accepted and treated on a case-by-case basis regarding the specific circumstances involved.
May 8, 2023

Legal Advertising Department
Central New York Media (The Ithaca Journal)

**LEGAL NOTICE**
For publication once ASAP in *The Ithaca Journal*:

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**Public Hearing Notice**

**City of Ithaca**

**Amendment #5 to the Citizen Participation Plan**

**For the HUD Entitlement Program**

The Planning and Economic Development Committee (PEDC) of the Ithaca Common Council will hold a Public Hearing at 6:00 p.m., Wednesday, May 17, 2023 on proposed amendment #5 to the Citizen Participation Plan for the HUD Entitlement Program.

The proposed amendment clarifies:

1. That Department of Housing & Urban Development (HUD) approval is required for any substantial amendments to the annual Action Plan, and
2. Treatment of anonymous public comments.

The proposed amendment can be found at [www.IthacaURA.org](http://www.IthacaURA.org). For instructions on how to make written or verbal comments, in-person or remote, view the PEDC agenda at: [http://www.cityofithaca.org/agendacenter](http://www.cityofithaca.org/agendacenter). Contact Nels Bohn at nbohn@cityofithaca.org with any questions.

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Please verify receipt of this order upon receipt to: amendizabal@cityofithaca.org. Send invoice to the Ithaca Urban Renewal Agency (IURA), 108 E. Green St., Ithaca, NY 14850.

Account #: 203895

NO AFFIDAVIT OF PUBLICATION REQUIRED/REQUESTED
To: Common Council members  
Date: May 18, 2023  
From: Nels Bohn, Director of Community Development  
Subject: 5th Amendment to HUD Citizen Participation Plan

The HUD Citizen Participation Plan (CPP) establishes the City’s procedures for involving the public in development and implementation of the City’s U.S. Department of Housing and Urban Development (HUD) Entitlement grant program.

The IURA recommends amendments to the CPP to clarify:
1. The approval process for substantial amendments, and
2. Treatment of anonymous comments received.

Approval Process for Substantial Amendments
Common Council approval is required for any substantial amendment to the 1-year Action Plan or 5-year Consolidated Plan. The proposed amendment clarifies that a locally-approved substantial amendment must also be submitted to HUD for approval.

Anonymous Comment
The current CPP is silent on how to treat anonymous comments received. The amendment provides the following clarification:

“Anonymous comments will be accepted as public comments. Anonymous comments will be treated on a case-by-case basis regarding the specific circumstances involved. Though it will take anonymous comments into consideration in its deliberations, the IURA and City are under no obligation to research or respond to anonymous comments nor verify unsubstantiated claims against organizations or persons submitted anonymously.”

Please find included with this memo a proposed resolution. A redline version of the full CPP is available HERE. Please contact me at nbohn@cityofithaca.org with any questions about this matter.
Proposed 5th Amendment

- HUD approval for substantial program amendments
- Treatment of anonymous public comments received

CITIZEN PARTICIPATION PLAN (CPP)
CITY OF ITHACA
ITHACA URBAN RENEWAL AGENCY

Three important documents are described in this plan and for clarity, they will be identified here:

The Citizen Participation Plan describes the City of Ithaca’s procedures for involving the public in development and implementation of the Consolidated Plan and the annual Action Plan. This Plan also stipulates public notice of important communications between the City of Ithaca and the U.S. Department of Housing and Urban Development.

The Consolidated Plan identifies top priority community development needs for a five-year period and has a distinct set of requirements for its development. It describes the general over-arching community development needs of the City and describes strategies for addressing these needs.

The annual Action Plan contains a description and budget for individual activities to be undertaken in each program year with funding made available through the U.S. Department of Housing & Urban Development ("HUD"). The activities of the Action Plan will address the needs identified in the Consolidated Plan and must also meet the selection criteria listed below.

The Assessment of Fair Housing (AFH) is an analysis of fair housing issues in the City of Ithaca and surrounding region is designed to lead to meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. The AFH is undertaken in preparation for the Consolidated Plan.

The provisions included in this Citizen Participation Plan are intended to inform the citizens of Ithaca about funding programs available to address community development needs and their regulatory requirements, and identify opportunities to recommend program activities, express views, and comment on the City’s

1 Originally adopted by the IURA/CDA, March 22, 1983
amended, November 12, 1998
amended, March 8, 2000
comprehensive revisions adopted, February 4, 2004
fair housing revisions adopted 6-9-17
amended, April 23, 2020
amended, July 21, 2021
proposed activities to be undertaken. In addition, citizens will be given a reasonable opportunity to 
comment on the City’s past performance implementing program activities and any substantial amendments 
to the Citizen Participation Plan or the Consolidated Plan.

The Common Council shall have ultimate responsibility and authority for the development and execution of 
its Consolidated Plan. Common Council has selected the Ithaca Urban Renewal Agency (IURA) as the lead 
agency with primary responsibility for development and administration of the Consolidated Plan, including 
the implementation of the activities funded through HUD’s Entitlement program.

This Citizen Participation Plan shall become effective immediately upon adoption and shall remain in effect 
until all activities assisted by HUD funds pursuant to the Consolidated Plan are completed, or until it is 
superseded by a new or revised plan.

The plan shall provide a process for citizen participation at the community-wide level, at the neighborhood 
level, and in other areas where multi-component projects are proposed or ongoing. This plan is designed 
to especially encourage participation by residents of predominantly low and moderate-income 
neighborhoods and any residents of slum or blighted areas.

IURA Responsibilities

The IURA will be responsible for:

1. Overseeing the development and implementation of the five-year Consolidated Plan, 
   including the following four components:
   - A housing and homeless needs assessment;
   - A housing market analysis;
   - A strategic plan, including identification of non-housing community development 
     needs;
   - An annual one-year Action Plan containing a description and budget for activities to be 
     undertaken in the current program year;
2. Amendments to the Consolidated Plan;
3. Development and implementation of the Citizen Participation Plan;
4. Administration of the Consolidated Plan, including preparation of an annual performance 
   report; and
5. Assessment of Fair housing.

I. CONSOLIDATED PLAN

A. Organization Meetings

At the beginning of the cycle to develop or substantially amend the Consolidated Plan, the 
IURA will hold an organizational meeting describing the goals, regulatory requirements and 
process to be used in developing the Consolidated Plan. During this time, efforts will be 
made to solicit informal program suggestions from the general public through various 
media.

B. Neighborhood Public Input

IURA staff will hold a minimum of four (4) public input meetings at different neighborhood
locations. These meetings will acquaint residents with the provisions of the program and obtain citizens’ views on community development needs and proposals to effectively address these needs. These meetings will present information to citizens on:

1. the total amount of CDBG funds, and other funds, anticipated to become available to the City on an annual basis;
2. eligible and ineligible activities and mandatory national objectives that each activity must meet;
3. process to be followed to develop the Consolidated Plan, including schedule of meetings and hearings;
4. the citizen participation plan;
5. a summary of other important program requirements, and;
6. presentation of the activities funded in previous years.

Public input meetings will be held at locations convenient to residents of predominantly low- and moderate-income neighborhoods. Meetings will generally take place in the evenings or on weekends. All meetings will be held in buildings that are accessible for persons with disabilities. Notice of these meetings will be published as display ads in The Ithaca Journal at least six (6) days prior to any meeting notifying the public of the date, time, location, purpose of the meeting and will include language regarding the availability of accommodations for persons needing special assistance to participate in the meetings.

In addition, notice of the public input meetings will be mailed or e-mailed to a distribution list developed and maintained by the IURA that includes neighborhood organizations, past beneficiary organizations, interested persons and elected officials. The IURA will expand the list to include any individual or organization upon request and will post notices of the meetings in public places as appropriate.

Development of the Consolidated Plan shall also be informed by the community development needs and recommendations to address those needs identified in recently completed neighborhood plans or available from an ongoing participatory neighborhood-based planning process.

C. Public Hearings

A minimum of two public hearings will be held to obtain citizens’ views and to respond to proposals and questions. One hearing will be held during development of the Consolidated Plan. This first public hearing will be held by the IURA to obtain the views of citizens on the highest priority housing and non-housing community development needs, suggested activities to address these needs, and proposed strategies and actions for affirmatively furthering fair housing. The second public hearing will be held by the Common Council or a Committee of the Common Council after publication of the proposed Consolidated Plan to allow citizens to comment and suggest modifications prior to its adoption. All public hearings will be held in buildings that are accessible for persons with disabilities.

Notice of these public hearings will be published as legal notices in the Ithaca Journal at least ten (10) days prior to the public hearing. Notices will include the date, time, location, purpose of the hearing and will contain language regarding the availability of accommodations for persons needing special assistance to participate in the meetings. In
addition, the IURA will request that announcements regarding the public hearings be made at a meeting of the following groups prior to the hearing:

- City of Ithaca Common Council;
- Appropriate City of Ithaca Common Council committee(s);
- City of Ithaca Board of Public Works;
- City of Ithaca Planning & Development Board;
- Ithaca Urban Renewal Agency;
- Housing & Homeless Housing Task Force;
- other venues as appropriate.

Effective April 2, 2020, consistent with the Mega-waiver issued by HUD on March 31, 2020, and for the duration of the Mega-waiver and/or other HUD-issued waivers and policies for the following programs:

- CDBG-CV grant
- HOME American Rescue Plan grant
- FY19 and FY20 CDBG grants
- FY19 and FY20 HOME grants
- any other applicable allocation,

This section is modified to require a public comment period of at least five (5) days, to include a virtual public hearing with the opportunity for members of the public to comment in real time. Notice of the public comment period will be posted on a variety of platforms.

D. Consultations with Public and Private Organizations

In addition to neighborhood meetings and public hearings, a minimum of four topical focus group meetings will be convened with public agencies, non-profit organizations, private entities, and interested persons. The topics will include:

- Housing;
- Downtown Revitalization and Economic Development;
- Infrastructure and Public Facilities;
- Public Services.

The focus meetings will be advertised and agencies and interested individuals will be contacted directly to encourage their participation at these meetings. Notice of focus meetings will be mailed or e-mailed to a distribution list of organizations and individuals by focus topic, including organizations that have submitted funding applications in the past. The IURA will expand the list to include any individual or organization upon request.

E. Consultation with the Ithaca Housing Authority

The Ithaca Housing Authority and Housing Authority residents will be encouraged to participate in the development of the Consolidated Plan using two strategies. First, at least one of the neighborhood public input meetings will be held at a location convenient to Housing Authority residents. In addition, the Housing Authority staff, board and resident councils will be contacted directly and encouraged to participate in the housing focus meeting. Finally, a meeting will be held directly with Housing Authority staff to ensure coordination of the Consolidated Plan with the Housing Authority’s Comprehensive Grant program and
other project planning.

F. Publication of the Proposed Consolidated Plan

The IURA will publish copies of the proposed Consolidated Plan on behalf of the City of Ithaca at least 30 days prior to its submission to HUD. Copies will be made available at the following locations:

- the office of the IURA;
- the City Clerk's Office
- the Tompkins County Public Library
- the Tompkins County Human Service Coalition office;
- other venues as appropriate.

An electronic version of the proposed plan will also be posted on the City of Ithaca web page (www.cityofithaca.org).

G. Publication of the Notice of Availability of the Proposed Consolidated Plan

Legal notice of the availability of the proposed Consolidated Plan, including a brief summary of the document, will be published in the Ithaca Journal during the 30-day public comment period. The summary will describe the contents and purpose of the Consolidated Plan and will include a list of the locations where copies of the entire proposed Consolidated Plan may be examined. In addition, the City Clerk will be requested to announce the availability of the proposed Consolidated Plan for public comment at a Common Council meeting during the 30-day public comment period.

Effective April 2, 2020, consistent with the Mega-waiver issued by HUD on March 31, 2020, and for the duration of the Mega-waiver and/or other HUD-issued waivers and policies for the following programs:

- CDBG-CV grant
- HOME American Rescue Plan grant
- FY19 and FY20 CDBG grants
- FY19 and FY20 HOME grants
- any other applicable allocation

This section is modified to provide a minimum 5-day public comment period, to include a virtual public hearing with opportunity for citizens to comment in real time. Notice of the public comment period will be posted on a variety of platforms.

H. Citizen Review of Proposed Consolidated Plan

A minimum thirty (30) day period, from the date of the legal notice of the availability of the proposed Consolidated Plan, will be provided to receive comments from citizens on the Consolidated Plan. All written comments received during this period will be addressed by the staff of the IURA, in writing, no later than 15 days after receipt. A summary of comments received in writing, or orally at the public hearings, and the IURA response to such comments will be attached to the final Consolidated Plan.

Following the second public hearing and close of the 30-day public comment period, the Common Council will vote to adopt a final Consolidated Plan.
Effective April 2, 2020, consistent with the Mega-waiver issued by HUD on March 31, 2020, and for the duration of the Mega-waiver and/or other HUD-issued waivers and policies for the following programs:

- CDBG-CV grant
- HOME American Rescue Plan grant
- FY19 and FY20 CDBG grants
- FY19 and FY20 HOME grants
- any other applicable allocation

This section is modified to provide a minimum 5-day public comment period for the proposed action plan, to include a virtual public hearing with opportunity for citizens to comment in real time. All written comments received during this period will be addressed by the staff of the IURA, in writing within five (5) days. Notice of the public comment period will be posted on a variety of platforms.

II. ANNUAL ACTION PLAN

A. Organizational Meeting

At the beginning of each annual action plan cycle, the IURA will hold an organization meeting so that staff can explain the program and the relation between the action plan and consolidated plan. During this time, efforts will be made to solicit informal program suggestions from the general public through various media.

B. Neighborhood Public Input

IURA staff will hold a minimum of two (2) neighborhood meetings during development of the annual proposed Action Plan. These informal meetings will acquaint residents with the provisions of the program and obtain citizens’ views on community development needs and proposals to effectively address these needs. These meetings will be held in locations convenient to residents of predominantly low- and moderate-income neighborhoods, especially those neighborhoods targeted for revitalization. These meetings will present information to citizens on:

1. the total amount of funds anticipated to become available to the City on an annual basis;
2. eligible and ineligible activities and mandatory national objectives that each activity must meet;
3. process to be followed for development of the proposed Action Plan, including schedule of meetings and hearings;
4. the citizen participation plan and opportunities for input;
5. a summary of other important program requirements; and
6. presentation of the activities funded in previous years.

Meetings will generally take place in the evenings or on weekends. All meetings will be held in buildings that are accessible for persons with disabilities. Notice of these meetings will be published as a display ad in The Ithaca Journal at least six (6) days prior to any meeting notifying the public of the date, time, location, purpose of the meeting and will include language regarding the availability of accommodations for persons needing special assistance to participate in the meetings. A summary of the input received will be presented to the Ithaca Urban Renewal Agency and will be used to inform funding.
Effective April 2, 2020, consistent with the intent of the Mega-waiver issued by HUD on March 31, 2020, and for the duration of the Mega-waiver and/or other HUD-issued waivers and policies for the following programs:

- CDBG-CV grant
- HOME American Rescue Plan grant
- FY19 and FY20 CDBG grants
- FY19 and FY20 HOME grants
- any other applicable allocation

This section is waived for plans to address the COVID-19 Pandemic, including but not limited to funds awarded through the Coronavirus Aid Relief and Economic Security Act (CARES) Act, HOME American Rescue Plan (ARP), and other applicable allocations.

C. Public Hearings

A minimum of two public hearings will be held to obtain citizens' views and to respond to proposals and questions. One hearing will be held during development of the Action Plan. This first public hearing will be held by the IURA to obtain the views of citizens on the highest priority housing and non-housing community development needs, suggested activities to address these needs, and proposed strategies and actions for affirmatively furthering fair housing. The second public hearing will be held by the Common Council or a Committee of the Common Council after publication of the proposed Action Plan to allow citizens to comment and suggest modifications prior to its adoption.

All public hearings will be held in buildings that are accessible for persons with disabilities. Notice of these public hearings will be published as legal notices in the Ithaca Journal at least ten (10) days prior to the public hearing. Notices will provide the public of the date, time, location, purpose of the hearing and will include language regarding the availability of accommodations for persons needing special assistance to participate in the meetings.

In addition, the IURA will request that announcements regarding the schedule of public hearing be made at a meeting of the following groups prior to the hearing:

- City of Ithaca Common Council;
- Appropriate Common Council Committee(s);
- City of Ithaca Planning & Development Board;
- Ithaca Urban Renewal Agency;
- Housing & Homeless Housing Task Force; and
- other public meetings as appropriate.

Effective April 2, 2020, consistent with the Mega-waiver issued by HUD on March 31, 2020, for the duration of the Mega-waiver and/or other HUD-issued waivers and policies for the following programs:

- CDBG-CV grant
- HOME American Rescue Plan grant
- FY19 and FY20 CDBG grants
- FY19 and FY20 HOME grants
- any other applicable allocation
This section is modified to require a single public hearing with a minimum five (5) day public comment period. Notice of the public hearing and comment period will be posted on a variety of platforms at least two (2) days prior to the public hearing. The public hearing may be conducted virtually pursuant to NYS executive order number 202.15 as amended, updated, or re-issued, or pursuant to legislation enabling virtual public hearings. A virtual public hearing is authorized if:
1. National/local health authorities recommend social distancing and limiting public gatherings for public health reasons;
2. Virtual hearings provide reasonable notification and access for citizens to comment on proposed use of funds, activities to be undertaken, and raise issues; and
3. A record of comments received and responses shall be made available for public review within 5 days following the virtual public hearing.

D. Development of Proposed Action Plan

The IURA will select recommended activities through a limited application process that includes a public solicitation of funding proposals to address community development needs identified in the Consolidated Plan and implement community revitalization and neighborhood stabilization goals. The IURA will review the initial funding applications and narrow the number of applications under final consideration based on the projected amount of available funding for the upcoming program year and selection criteria, including, but not limited to the following:

- Eligibility;
- Need;
- Impact;
- Feasibility;
- Capacity of the sponsor organization to successfully implement the proposed activity in a timely manner, including past performance of the sponsor organization;
- Leveraging of other funding sources;
- Coordination with other initiatives, plans or other submitted proposed activities.

Sponsors of selected activities will be requested to submit additional detailed information as needed during the selection process. New proposed activities may be considered by the IURA at any time during the process.

Following analysis of the funding applications review of detailed information, the IURA will prepare a proposed Action Plan including the following:

- A description of the activities to be undertaken;
- Budgeted amounts for each activity;
- Number and type of persons and families that will benefit;
- Priority needs addressed;
- Program income anticipated; and
- Target completion dates.

E. Publication of the Notice of Availability of the Proposed Action Plan

Legal notice of the availability of the proposed Action Plan will be published in the Ithaca Journal, and will include a summary of the selected activities to be undertaken and budgeted amounts allocated to each activity as well as a list of the locations where copies of the entire
Citizen Participation Plan

proposed Action Plan may be examined. In addition, the City Clerk will be requested to announce the availability of the proposed Action Plan for public comment at a Common Council meeting during the 30-day public comment period.

Effective April 2, 2020, consistent with the Mega-waiver issued by HUD on March 31, 2020, and for the duration of the Mega-waiver and/or other HUD-issued waivers and policies for the following programs:

- CDBG-CV grant
- HOME American Rescue Plan grant
- FY19 and FY20 CDBG grants
- FY19 and FY20 HOME grants
- any other applicable allocation

This section is modified to provide a minimum 5-day public comment period.

F. Citizen Review of Proposed Action Plan

A minimum thirty (30) day period, from the date of the legal notice of the availability of the proposed Action Plan, will be provided to receive comments from citizens on the proposed Action Plan. All written comments received during this period will be addressed by the staff of the IURA, in writing, within 15 days. A summary of comments received in writing, or orally at the public hearings, and the IURA response to such comments will be attached to the final Action Plan.

Following the second public hearing and close of the 30-day public comment period, the Common Council will vote to adopt a final Action Plan.

Effective April 2, 2020, consistent with the Mega-waiver issued by HUD on March 31, 2020, and for the duration of the Mega-waiver and/or other HUD-issued waivers and policies for the following programs:

- CDBG-CV grant
- HOME American Rescue Plan grant
- FY19 and FY20 CDBG grants
- FY19 and FY20 HOME grants
- any other applicable allocation

This section is modified to provide a minimum 5-day public comment period for the proposed action plan, to include a virtual public hearing with opportunity for citizens to comment in real time. All written comments received during this period will be addressed by the staff of the IURA, in writing within five (5) days.

G. Joint Development of Action Plan with Consolidated Plan

In program years when the Action Plan is being developed jointly with the Consolidated Plan, the citizen participation process for the Consolidated Plan shall serve to satisfy the Action Plan citizen participation requirements.
III. ASSESSMENT OF FAIR HOUSING (AFH)

The IURA will follow the process and procedures described below in the development of the Assessment of Fair Housing.

A. HUD-approved Data for Public Review

The IURA will make available to the general public the HUD-provided data and other supplemental information that the IURA plans to incorporate into the AFH. The IURA will make this data available no later than 60 days after the initiation of the AFH document.

B. Stakeholder Consultation and Citizen Outreach

In the development of the AFH, the IURA will consult with other public and private agencies including, but not limited to, the following:

- Local public housing authorities;
- Other assisted housing providers;
- Social service providers including those focusing on services to minorities, families with children, the elderly, persons with disabilities, persons with HIV/AIDS and their families, homeless persons, and other protected classes;
- Community-based and regionally-based organizations that represent protected class members and organizations that enforce fair housing laws;
- Regional government agencies involved in metropolitan-wide planning and transportation responsibilities; and,
- A variety of mechanisms may be utilized to solicit input from these entities. These include telephone or personal interviews, mail surveys, internet-based feedback and surveys, focus groups, and/or consultation workshops.

C. Public Hearing

To obtain the views of the general public on AFH-related data and affirmatively furthering fair housing in the City’s housing and community development programs, the City will conduct at least one public hearing before the draft AFH is published for comment.

The public hearing will be held in a building that is accessible for persons with disabilities. Notice of the public hearing will be published as legal notices in the *Ithaca Journal* at least ten (10) days prior to the public hearing. Notices will provide the public of the date, time, location, purpose of the hearing and will include language regarding the availability of accommodations for persons needing special assistance to participate in the meetings.

D. Publication and Notice of Availability of Draft Assessment of Fair Housing

Legal notice of the availability of the draft AFH will be published in *The Ithaca Journal* newspaper and the draft AFH shall be made available on the City of Ithaca official government Web site. The public notice shall include the purpose of the AFH, the dates of the public comment period, the locations where copies of the proposed document can be examined, and how to submit comments. In addition, the City will make available a reasonable number of free copies of the proposed
document to residents and groups that request them.

E. Comments Received on the Draft Assessment of Fair Housing

A minimum thirty (30) day period, from the date of the legal notice of the availability of the draft AFH, will be provided to receive comments from citizens and interested parties on the proposed AFH. All written comments received during this period will be addressed by the staff of the IURA, in writing, within 15 days. A summary of comments received in writing, or orally at the public hearing, and the IURA response to such comments will be attached to the final AFH.

F. Submission to HUD

The Assessment of Fair Housing will be submitted to HUD 270 days prior to the beginning of the Program Year in which a Consolidated Plan is due, unless HUD grants a waiver for an alternative submission deadline.

G. Revisions

An AFH previously accepted by HUD must be revised and submitted to HUD for review under the following circumstances:

1. A material change occurs. A material change is a change in circumstances in the City of Ithaca that affects the information on which the AFH is based to the extent that the analysis, the fair housing contributing factors, or the priorities and goals of AFH no longer reflect actual circumstances. Examples:
   - Presidentially declared disasters within the City of Ithaca that significantly impact the steps the City may need to affirmatively further fair housing
   - significant demographic changes
   - new significant contributing factors within the City; and
   - civil rights findings, determinations, settlements (including Voluntary Compliance Agreements) or court orders; or
2. Upon HUD’s writing notification specifying a material change that requires the revision.

   In the event of a Revised AFH, A revision may not necessarily require the submission of an entirely new AFH. The revision need only focus on the material change and appropriate adjustments to the analyses, assessments, priorities and goals.

3. Timeframe for revision. Where revision is required due to a material change, such a revision shall be submitted within 12 months of the onset of the material change, or at such later date as HUD may provide.

4. Community Participation. Revisions to AFH, as described in this section are subject to community participation. The City must follow the notice and comment process applicable to consolidated plan substantial amendments under the City’s citizen participation plan.

5. Submission to HUD of the revised AFH. Upon completion, any revisions to the AFH must be made public and submitted to HUD at the time of the revision.
IV. PROGRAM AMENDMENTS

A. Amendments to the Consolidated Plan

A HUD-approved Consolidated Plan shall be amended whenever a decision is made to:

- To change the purpose, scope, location or beneficiaries of an activity;
- To carry out an activity, using funds from any program covered by the Consolidated Plan not previously described in the Action Plan; or
- Change its allocation priorities or a change in the method of distribution of funds.

B. Substantial Amendments

The following criteria will be used to determine what changes in planned or actual activities constitute a substantial amendment to the Consolidated Plan, that are subject to a citizen participation process. Substantial program amendments will require an amendment to the Consolidated Plan, Common Council approval, and submission to HUD.

- A substantial change in the use of Entitlement Grant funds from one eligible activity to another eligible activity is defined as any change in the allocation of funds for a specific activity that constitutes more than $25,000 or more than twenty percent (20%) of the total funds available or allocated to that actual activity, whichever amount is greater.
- A substantial change to use funds for an activity not previously described in the Action Plan shall be defined as an activity allocated more than $25,000 of federal funds.
- A substantial change in the location of an activity is defined as any relocation of an activity outside the Census designated neighborhood it was intended to serve, but not including the expansion of a target area after all qualified beneficiaries within the primary target neighborhood have been reasonably offered to be assisted.
- A substantial change to the method of distribution of funds is defined as any change to the original approved terms of assistance to beneficiaries that results in increased costs to the intended beneficiaries (e.g. changing a matching grant home owner rehabilitation program to repayable loan program), or any change to the original approved recapture terms of federal assistance in the event that beneficiaries do not comply with requirements of receiving assistance (e.g., waive recapture of portion of federal assistance in event landlord does not comply with the requirement to rent apartments to low-income persons at affordable rents for five years).
- A substantial change to the purpose, scope or beneficiaries of an activity shall be determined by the IURA based on an analysis of the individual characteristics of proposed change to determine whether the change significantly changes the objective, or category of beneficiaries, of the activity.

Amendments that fall below the threshold for a substantial amendment may be approved by the IURA with notice provided to the Common Council.
C. Citizen Review of Proposed Substantial Program Amendments

To assure citizen participation on proposed substantial program amendments, the IURA shall develop and make available to the public at no charge a summary of the proposed substantial program amendment in such manner as to afford affected and interested citizens an opportunity to submit informed comment on the proposal prior to the mandatory public hearing.

A minimum of one (1) public hearing will be held by the Common Council or a Common Council Committee with jurisdiction over the issue to obtain citizens’ views on the proposed substantial program amendment. The public hearing will be held in a building that is accessible for persons with disabilities. Notice of these public hearings will be published as legal notices at least seven (7) days prior to the public hearing. The legal notice shall provide the public of the date, time, location, purpose of the hearing and will include language regarding the availability of accommodations for persons needing special assistance to participate in the meetings. Following the public hearing the Common Council may vote to approve the substantial program amendment pending HUD approval. Prior HUD approval is required for a substantial program amendment. HUD shall be notified of all substantial program amendments.

Effective April 2, 2020, consistent with the Mega-waiver issued by HUD on March 31, 2020, and for the duration of the Mega-waiver and/or other HUD-issued waivers and policies for the following programs:

- CDBG-CV grant
- HOME American Rescue Plan grant
- FY19 and FY20 CDBG grants
- FY19 and FY20 HOME grants
- any other applicable allocation

This section is modified to require a public comment period of a minimum of five (5) days, to include a virtual public hearing with opportunity for citizens to comment in real time. Notice of the public comment period will be posted on a variety of platforms at least two (2) days prior to the public hearing. All written comments received during the public comment period will be addressed by the staff of the IURA, in writing, within five (5) days.

IV. CITIZEN COMMENT ON THE CITIZEN PARTICIPATION PLAN AND AMENDMENTS

Citizens will be provided a reasonable opportunity to comment on the original Citizen Participation Plan and on substantial amendments to the plan. The Citizen Participation Plan will be made available to the public and will be made available in a format accessible to persons with disabilities, upon request.

A minimum of one (1) public hearing will be held by the Common Council or a Common Council Committee with jurisdiction over community development issues to obtain citizens’ views on the proposed Citizen Participation Plan or any substantial amendments.

The public hearing will be held in a building that is accessible for persons with disabilities. Notice of these public hearings will be published as legal notices at least seven (7) days prior to the public hearing. The legal notice shall provide the public of the date, time, location, purpose of the hearing and will include language regarding the availability of accommodations for persons needing special assistance to
participate in the meetings.

Following the public hearing, the Common Council may vote to approve the Citizen Participation Plan or amendment.

Effective April 2, 2020, consistent with the Mega-waiver issued by HUD on March 31, 2020, and for the duration of the Mega-waiver and/or other HUD-issued waivers and policies for the following programs:

- CDBG-CV grant
- HOME American Rescue Plan grant
- FY19 and FY20 CDBG grants
- FY19 and FY20 HOME grants
- any other applicable allocation

This section is modified to require a minimum five (5) day public comment period, to include a virtual public hearing, to include opportunity for citizens to comment in real time. Notice of public hearing will be posted on a variety of platforms.

V. PERFORMANCE REPORTS AND OTHER IMPORTANT COMMUNICATIONS FROM HUD

IURA staff will report periodically at public meetings of the IURA on the implementation of the Consolidated Plan and prepare an annual performance report reviewing the performance of the city in meeting objectives of the Consolidated Plan, HUD goals and applicable regulations. Citizens will be provided with reasonable notice and an opportunity to comment on an annual performance report prepared by the IURA. Notice of the availability of the annual performance report for citizen review will be published in the Ithaca Journal including information on where to review the document. In addition, the IURA will request that an announcement of the availability of the performance report be made at a meeting of the Ithaca Common Council.

A minimum fifteen (15) day period, from the date of the legal notice of the availability of the performance report, will be provided to receive comments from citizens on the performance report. The IURA shall consider any comments or views of citizens received in writing, or orally at any public hearing in preparing the performance report. A summary of these comments or views shall be attached to the performance report.

Periodically HUD communicates important information to the City of Ithaca regarding the implementation and oversight of the Entitlement Program. Such communications will be made available for public inspection and the public will be notified of these communications through announcements made at Ithaca Urban Renewal Agency and Common Council meetings.

VI. DISPLACEMENT

The City of Ithaca seeks to minimize the displacement of persons as a result of activities assisted with programs covered by the Consolidated Plan.

For activities assisted with programs covered by the Consolidated Plan that displaces a person or persons, the City of Ithaca will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
VII. MISCELLANEOUS

A. Availability to the Public

The Consolidated Plan as adopted, substantial amendments, performance reports and other important communications from HUD will be available to the public, including the availability of materials in a form accessible to persons with disabilities.

All records, reports, applications and regulations related to the Consolidated Plan will be available to the public for use and review at the office of the IURA, 108 East Green Street, Ithaca, NY 14850, during normal working hours (8:30 a.m. - 4:30 p.m.). The City and the IURA reserve the right to require the public to abide by the process of the public's right of information under the Freedom of Information Act.

B. Access to Records

The IURA and City of Ithaca will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City’s Consolidated Plan and the use of assistance under the programs covered by the Consolidated Plan during the preceding five years.

C. Complaints

Complaints regarding the Citizen Participation Plan, Comprehensive Plan, the Action Plan, or amendments or the performance report will be accepted by the IURA office at any time. A citizen who submits a written complaint to the IURA Office will receive a written substantive response as soon as possible and no later than 15 working days upon receipt of the complaint. The response will be handled by the lead IURA staff person assigned to the project and will include an explanation of the Citizen Complaint process and further appeals available to the complainant. Copies of all complaints will be provided to the IURA Executive Director and the Mayor and be filed in a Citizen Complaint file.

If the issue is not satisfactorily resolved, the complainant may appeal to first the Executive Director, then to the appropriate IURA subcommittee, and finally to the full Agency. Written complaints and disposition of these complaints are included in annual performance reports submitted to the funding agency.

The IURA staff will notify the IURA about the complaints and the resolution of the complaints at the first available opportunity.

D. Anonymous Public Comments

Anonymous comments will be accepted as public comments. Anonymous comments will be treated on a case-by-case basis regarding the specific circumstances involved. Though it will take anonymous comments into consideration in its deliberations, the IURA and City are under no obligation to research or respond to anonymous comments nor verify unsubstantiated claims against organizations or persons submitted anonymously.
The IURA staff will provide reasonable technical assistance to groups representing persons of low- and moderate-income that request such assistance in developing proposals for funding assistance under any programs covered by the Consolidated Plan. The assistance need not include the provision of funds to the groups.

END
5.3 Resolution- Ithaca Gun Company Smokestack Existing Conditions Assessment

WHEREAS, as stated in Plan Ithaca, the City’s comprehensive plan, it is the City’s goal that “all historic resources worthy of preservation will be protected, whether formally designated or not;” and

WHEREAS, the Ithaca Gun Company smokestack is the only remaining architectural artifact from the factory complex of the Ithaca Gun Company, an internationally recognized and respected manufacturer of handcrafted firearms that operated along Fall Creek near Ithaca Falls for over 100 years; and

WHEREAS, the smokestack was identified as having historic and architectural value in the 1990 Reconnaissance Level Survey of Historic Resources, City of Ithaca, New York, and is considered an undesignated historic resource; and

WHEREAS, Common Council approved the Amended and Restated Redevelopment Agreement for the former Ithaca Gun Company factory site (Agreement) at the regular January 4, 2023, Common Council meeting; and

WHEREAS, the agreement outlines several options for the treatment and disposition of the smokestack, including a process through which the Developer and City partner to prepare an existing conditions assessment of the structure; and

WHEREAS, in its capacity as an advisor to Common Council, the Ithaca Landmark Preservation Commission (ILPC) reviewed the agreement, specifically the provisions related to the treatment and disposition of the Ithaca Gun smokestack, at their regular December 20, 2023, meeting and prepared the following recommendation: The ILPC believes it is in the best interest of the community to conduct this analysis and recommends that the City partner with the Developer to commission an existing conditions assessment of the smokestack as outlined in Section 8 of the agreement; and

WHEREAS, a public input survey was distributed throughout the community to garner feedback on the value of the historic resource and the use of City funds to pay for a portion of the existing conditions assessment; and

WHEREAS, the results of the survey showed support for the preservation of this historic resource and the use of City funds to commission an existing conditions assessment; now, therefore, be it

RESOLVED, that the City [will/will not] partner with the Developer to commission an existing conditions assessment of the former Ithaca Gun Company smokestack, and be it further

RESOLVED, that Common Council [authorizes/does not authorize] City staff to work with the Developer to identify a professional meeting the qualifications specified in in Section 8 of the Amended and Restated Redevelopment Agreement for the former Ithaca Gun Company factory site to conduct said assessment, and be it further

RESOLVED, that the identified professional, final project budget and a funding proposal will be submitted to Council for consideration and approval.
The purpose of this memo is to provide a brief overview of the Committee’s actions related to the former Ithaca Gun Company smokestack and additional information on the options available to the Committee and the implications of the Committee’s decision.

At the February PEDC meeting, the Committee reviewed a recommendation from the Ithaca Landmarks Preservation Commission (ILPC) to partner with the developer of the former Ithaca Gun Company Factory site to commission an existing conditions assessment of the smokestack pursuant to the provisions of the Development Agreement. In response to the Committee's discussion of this recommendation, staff prepared a public outreach survey to garner feedback from the community on the city’s involvement with the preservation of the smokestack. The results of the survey were discussed at the April PEDC meeting. Both the ILPC recommendation and results of the survey are available upon request.

If the City partners with the developer to commission the existing conditions assessment, the City has the following obligations, opportunities and limitations:

- The City retains the right to participate in determining the future of the smokestack.
- The City is responsible for half of the cost of the study. Preliminary quotes for this work range in price from $15,000 to $30,000 and vary widely in terms of scope, process, and deliverables. The selected proposal will provide cost estimates for the stabilization/repair of the smokestack as one of their deliverables. The resource’s ownership by a private, for-profit entity limits opportunities for grant funding to cover the City’s portion of the cost.
- Based on the findings of the assessment and other factors, the City or an identified third party has the option to acquire the smokestack for $1 and assume responsibility for it. This includes initial and future stabilization/repair costs and annual management and maintenance costs.
- Ownership of the smokestack by the City or a not-for-profit organization creates opportunities for public-private partnerships and increases opportunities for grant funding geared toward the preservation of historic resources.
- The City can choose to not execute their option to acquire the smokestack parcel based on the findings of the existing conditions assessment. In this scenario, the developer remains responsible for the stabilization/repair or demolition of the smokestack. Apart from the review and issuance of a Building Permit (repairs) or Demolition Permit, the City’s involvement in determining the future for the smokestack would end.

If the City does not partner with the developer to commission the existing conditions assessment, the City has the following:

- The City forfeits the right to participate in determining the future of the smokestack.
- The developer remains responsible for the stabilization/repair or demolition of the smokestack. The City’s involvement is limited to the review and issuance of a Building Permit or Demolition Permit.
Planning Committee members are now asked to consider authorizing City staff to work with the project developer to select a qualified professional to complete the existing conditions assessment. If this work is approved, the selected professional, final project budget and a funding proposal will be submitted to Council for consideration and approval. A draft resolution is attached for your consideration.

I will attend the May 17, 2023, PEDC meeting to address any questions, but please feel free to contact me at bmccracken@cityofithaca.org with any questions/comments prior to the meeting.
6.1 Resolution to Fill 3rd Ward Vacancy

RESOLVED. That Donna Fleming be appointed to fill the vacancy in the Third Ward created by the June 30 resignation of Alderperson Jeffrey Barken.