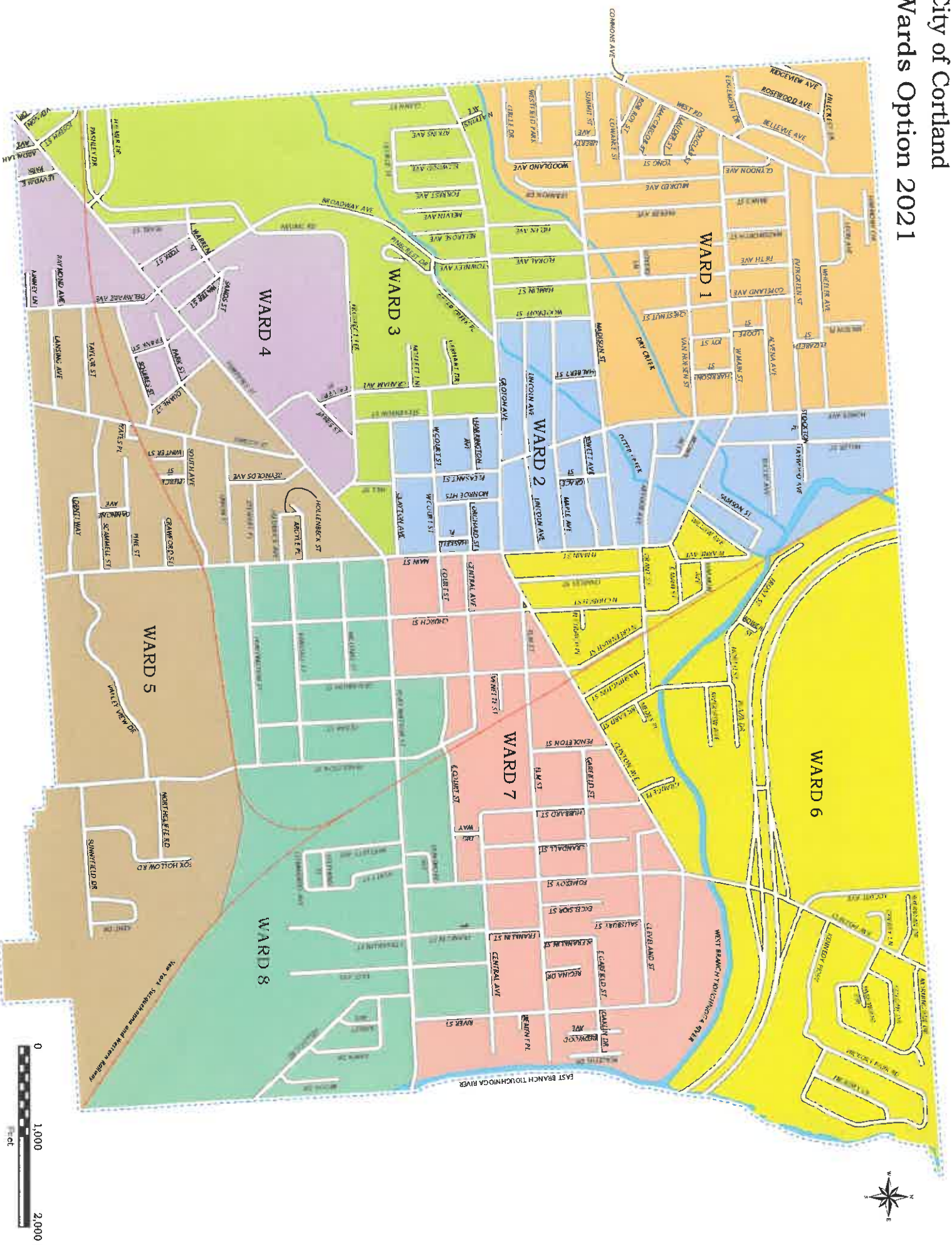


§C2-9 Holding multiple offices prohibited.

Unless otherwise provided in this Charter or the Administrative Codeⁱ, no elected or appointed officer or employee shall hold more than one public office or position at the same time for the City of Cortland except for honorary, ex officio appointments to boards and commissions, with no compensation, or in a temporary or acting capacity, or position. This is not intended to preclude appointments to joint City-County positions, or a public office in another Jurisdiction so long as no conflict exists.

ⁱ Editor's Note: See Ch. 5, Administration of Government.

City of Cortland Wards Option 2021





City of Cortland
City Hall – Mayor’s Office
Brian Tobin
Mayor
25 Court Street, Cortland, New York 13045
Website: www.cortland.org

Phone: 607-753-0872

Fax: 607-753-0385

MEMORANDUM

TO: Common Council members
FROM: Mayor Brian Tobin
RE: City’s fiscal year 2020 housing rehabilitation grant
DATE: December 14, 2021

The City was awarded \$500,000 to continue its housing efforts under a fiscal year 2020 Community Development Block Grant. We will be approving a consultant to administer the grant at our December 21st meeting. The proposals for administrative services are not due until December 17th, so we will not know who will receive the contract until next week.

Once we approve the contract, the next step is for the consultant to prepare and submit an “Environmental Review Record”. To get that started the City has to designate an environmental certifying office to sign all the required documents. In order to expedite the grant start, I would like to do that immediately following the approval of an administrative contact.

Attached please find a resolution to designate the certifying office by title, “Mayor” of the City of Cortland.

Please let me know if there are any questions prior to the meeting.

Attachment

RESOLUTION #
A RESOLUTION DESIGNATING THE COMMUNITY DEVELOPMENT BLOCK GRANT
ENVIRONMENTAL CERTIFYING OFFICER
Grant I.D. #: 285HR144-20

The Common Council of the City of Cortland, a municipal corporation, meeting in regular session on _____, 2021, motion was made by, _____ and seconded by _____, that the following resolution be adopted:

WHEREAS, the City of Cortland was awarded a Community Development Block Grant from the U.S. Department of Housing and Urban Development through the New York State Office of Community Renewal, as administered by the State of New York;

WHEREAS, the City of Cortland is required to designate an environmental certifying officer for the purpose of signing required environmental documents pertaining to this CDBG award; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of Cortland be hereby designated as the City's environmental certifying officer for the purpose of signing correspondence and other required documents and forms.

Those voting aye:

Those voting nay:

Motion Passed

Dated this ____ day of _____, 20__

SUPPLEMENTAL CONSULTANT AGREEMENT NO. 2

**PROJECT: CORTLAND NORTHEAST GATEWAY ENHANCEMENTS PHASE I
PIN 3750.52**

This Supplemental Agreement made this ____ day of _____ 2021, by and between The City of Cortland, New York (hereinafter referred to as the "MUNICIPALITY"), and C&S Engineers, Inc. (hereinafter referred to as the "CONSULTANT").

WITNESSETH: The MUNICIPALITY and the CONSULTANT have entered into a Consultant Agreement for Engineering Services, dated November 1, 2016, (the "Agreement"), for the undertaking of the above-titled project. The MUNICIPALITY and the CONSULTANT agree to further amend said Agreement with this Supplemental Consultant Agreement No. 2 in accordance with the following amendments:

AMENDMENT NO. 1: The parties hereto agree that the maximum amount payable under the Agreement, including profit, be increased from \$212,000.00 to \$239,811.86.

AMENDMENT NO. 2: Attachment "A" hereto is added to and made part of the Agreement.

AMENDMENT NO. 3: Attachment "B" hereto is added to and made part of the Agreement.

AMENDMENT NO. 4: Attachment "C" Cost Plus Fixed Fee Method for Construction Inspection Supplement to Agreement" hereto is added to and made part of this Agreement

Except as amended hereby, the Agreement and all terms and conditions contained therein between the MUNICIPALITY and CONSULTANT shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Consultant Agreement No. 2 has been executed by the MUNICIPALITY, acting by and through Mayor Brian Tobin, who has caused the seal of his office to be affixed hereto, and the CONSULTANT, by and through a duly authorized officer, has executed this Supplemental Consultant Agreement effective the day and year first above-written, subject to the approval of the New York State Department of Transportation.

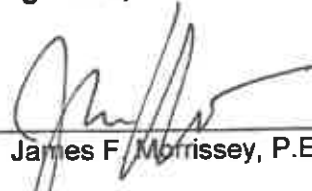
MUNICIPALITY

CONSULTANT

City of Cortland, NY

C&S Engineers, Inc.

By: _____

By:  _____
James F. Morrissey, P.E.

Title: _____

Title: Manager, Transportation Services

Date: _____

Date: 11.01.2021

3.2 Specific Hourly Rate Method

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item I	Specific Hourly rates of pay shown in Attachment C for employees assigned to this PROJECT. The Specific Hourly rates and all components of those rates are not subject to audit. The number of hours charged are subject to audit.	Rates in Attachment C	<ul style="list-style-type: none"> ■ The CONSULTANT shall be paid in monthly progress payments based upon the rate schedule in Attachment C and actual allowable Direct Non-Salary costs incurred.
Item II	<ul style="list-style-type: none"> ■ Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit. 	<ul style="list-style-type: none"> ■ Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative. ■ All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. ■ For Reimbursable Direct Non-Salary Costs a multiple of One times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed <u>\$965.99</u>. 	<ul style="list-style-type: none"> ■ Bills are subject to approval of the Municipality and Municipality's Representative.
ITEM III	<ul style="list-style-type: none"> ■ Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality. 	Salvage value	
ITEM IV	Maximum Amount Payable under this Method unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	The Maximum Amount Payable under this Method shall be <u>\$27,811.86</u>	

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding
Consultant Services

PIN: 3750.52

Term of Agreement
Ends: December 31, 2021

Main Agreement Amendment to Agreement Supplement to Agreement

Phase of Project Consultant to work on:

P.E./Design ROW Incidentals ROW Acquisition Construction & C/I

Dates or term of Consultant Performance:

Start Date: April 1st, 2021

Project Completion Date (Construction): August 1st, 2021

Contract Term End Date: December 31, 2021

PROJECT DESCRIPTION:

This Supplemental Agreement is for additional Construction Administration and Inspection Services for the construction of "NORTHEAST GATEWAY ENHANCEMENTS PHASE I"

Project Location:

Clinton Avenue for 0.2 mile from interstate 81 to Pomeroy Street in the City of Cortland, Cortland County, NY

Consultant Work Type(s): See Attachment "B" for detailed Task List/Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$27,811.86



ATTACHMENT "B"
SCOPE OF SERVICES FOR SA #2

C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
p: (315) 455-2000
p: (315) 455-9667
www.cscos.com

November 1, 2021

Mr. Nicholas Dovi
Deputy Superintendent
City of Cortland Department of Public Works
19 South Franklin Street
Cortland, NY 13045

PIN 3750.52 Cortland Northeast Gateway Enhancements, Phase I
Additional Construction Inspection & Support Effort

Dear: Mr. Dovi

Construction support and inspection efforts for the above referenced project exceeded the dollars in C&S's agreement with the City for these services. The following justification for those efforts is as follows:

1. Additional work scope to design, estimate, track, and inspect the replacement of 12 ADA sidewalk ramps and associated sidewalks per DOT direction. Resulted in effort beyond that defined in the scope of work executed in the original construction inspection and support agreement.
2. Contractor was granted a 7 day extension of time for contract completion based on increased scope in contract work. This extension of time was not accounted for in the executed construction and support agreement.
3. Contractor was granted work hour dispensation in excess of the 8 hour work day. This increase to daily work effort was not accounted for in the executed construction inspection and support agreement.

Please understand we develop costs for services based on assumptions regarding the anticipated level of effort and service required to meet contract obligations. In the above-noted cases, we feel the effort required exceeded base line assumptions.

Please do not hesitate to contact me if further justification is required for our efforts to date.

Sincerely,

C&S ENGINEERS, INC.

Dustin Trivisonno
Construction Manager,
Transportation services

ATTACHMENT C

PIN 3950.52 - Northeast Gateway Enhancements Phase I
SUMMARY OF ADDITIONAL EFFORT TO CONSTRUCTION SUPPORT & INSPECTION

ITEM IA - DIRECT LABOR SUMMARY

		Item 1A				
Staff	Title	Rate	Hours	Direct Technical	Task	Salary
Perrin, Max	Chief Inspector	\$ 116.56	50.0	\$	Inspection - extra work sidewalks	5,828.00
Perrin, Max	Chief Inspector	\$ 116.56	131.0	\$	7 day work extension - 75 days at 1 hour average OT dispensation	15,269.36
Vonden Streinen, Matthew	Student Technician II	\$ 53.04	20.0	\$	Inspection- extra work Sidewalks	1,060.80
Lusher, Samantha	Inspector	\$ 88.89	19.0	\$	Inspection- extra work Sidewalks	1,688.91
Trivisonno, Dustin	Construction Supervisor	\$ 125.59	16.0	\$	Project management - Extra work sidewalks	2,009.44
George, Steve	Managing Engineer	\$ 169.56	1.5	\$	ADA sidewalk design review	254.34
Maciolek, Sarah	Sr. Technical Admin.	\$ 77.37	9.5	\$	Sidewalk updates	735.02
				\$		26,845.87

ITEM II - DIRECT-NON SALARY SUMMARY

Item	Cost
Mileage	\$ -
Material Testing	\$ 965.99
	\$ 965.99
TOTAL EFFORT	\$ 27,811.86
MAP	\$ 212,000.00
EFFORT OVER BUDGET	\$ 27,811.86
TOTAL ADJUSTED BUDGET	\$ 239,811.86

THIS AGREEMENT, for the period January 1, 2022 to December 31, 2022, between Michael Dexter (hereinafter “the Contactor”) and the City of Cortland (hereinafter “the City”) outlines the terms, conditions and compensations for the services that will be provided by the Contractor to the City.

WHEREAS, the City has determined that it wishes to continue its traditions of decorating the facilities for the holidays and special events, maintaining wildlife on Water Works property, and landscaping the grounds; and

WHEREAS, the Contractor is experienced in performing such duties, as demonstrated by his years of service in that regard as a former employee of the Cortland Water Board;

NOW, THEREFORE, for the purpose of carrying out the intentions of both parties, the contractor agrees to provide the following services to the City for the sum of Five Thousand Dollars (\$5000.00), to be paid in monthly installments of \$416.67 commencing January 2022, with a final payment of \$416.63 to be paid December 2022:

1. Installation and maintenance of seasonal decorations at the Pump House, including but not limited to Christmas, Valentine’s Day, St. Patrick’s Day, and Independence Day.
2. Planting and maintaining flowers on the grounds.
3. Feeding and maintenance of wildlife (deer, geese, fish).
4. Provide the Chief Water System Operator with a list of the supplies and materials needed to complete the tasks and projects noted herein, as well as an estimated budget for such purchases. Once such purchases are approved and budgeted by the Common Council, the Contractor shall submit vouchers to the Chief Water System Operator to facilitate such purchases. In the event the Contractor makes such purchases with his own funds, he shall be reimbursed by the City upon the submission and approval of vouchers and such other documentation that may be required by the Chief Water System Operator.
5. Water the Zonta flower garden from the hydrant nearest said garden (such services provided free of charge to Zonta).
6. Any other duties, projects, or services that the City and the Contractor mutually agree to undertake to enhance the aesthetics of the facilities.

FURTHERMORE, it is understood that the City agrees to provide the Contractor the following considerations in order to facilitate the orderly completion of the duties noted herein:

1. The Contractor shall be provided a key and access to the Pump House.

2. The Contractor shall be provided a key to the building where the City's equipment is stored (such as lawnmower and other tools) in order to complete his duties. In addition, the Contractor is to be provided a key to the building where the animal feed is stored.
3. The Contractor may be assisted by City employees to complete required tasks upon the approval of the Chief Water System Operator. It is understood that the primary duties of the City's employees will take precedence in the event that such assistance is required. However, the approval for such assistance will not be unreasonably withheld.

IT IS FURTHER UNDERSTOOD that the Contractor, at his expense, shall provide a certificate of insurance for Commercial General Liability coverage naming the City of Cortland as "additional insureds" with the following limits:

General Aggregate:	\$2,000,000.00
Products and Completed Operations Aggregate:	\$2,000,000.00
Personal and Advertising Injury:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00
Fire Damage (any one fire):	\$50,000.00
Medical Expenses (any one person):	\$1,000.00

IN WITNESS WHEREOF, the parties hereto, by the signatures of their duly authorized officers, hereby enter into agreements this ___ day of _____ 2021.

Dated: _____, 2021

By: _____
Michael Dexter

Dated: _____, 2021

By: _____
Brian Tobin, Mayor

CITY OF CORTLAND FIRE DEPARTMENT
BOARD OF ENGINEERS
VOLUNTEER CONTRACT 2022

This AGREEMENT, made this ____ Day of December, 2021 BETWEEN THE CITY OF CORTLAND, Cortland County, State of New York (hereinafter called the City) party in the first part, and the BOARD OF ENGINEERS OF THE CORTLAND FIRE DEPARTMENT, 21 Court Street, Cortland, New York (hereinafter called the Board), which is the duly recognized representative for the existing fire companies of the Cortland Fire Department, party of the second part,

WITNESSETH

WHEREAS, the City is a municipal corporation responsible for protecting the citizens and their property from the hazards of fire and other man-made and natural disasters, and further relies in part for such protection from the volunteer firefighter membership of the fire department organized within the City of Cortland, and

WHEREAS, The Board, by its make-up of the volunteer membership, is trained and equipped to provide firefighting and other first response services, is therefore obligated to provide support for its personnel, and

WHEREAS, the Board does not have adequate funds of its own to provide such support, nor a means to generate said funds,

Now, it is agreed as follows:

That the City herby agrees to fund the Board a sum of Thirty Five Thousand Dollars (\$35,000.00) This sum shall be entirely held by the Board of Engineers to support overall department operations and functions.

The Board herby agrees to use the financial support to provide supplies and other requirements of the volunteer division, and to fund the general obligations of the department. Such expenses may be but are not limited to; expenses for the annual inspection and recognition dinner for its members; participation at department functions including open houses and parades; recruitment and retention of volunteer members; volunteer Chiefs and officers allowances; supplemental insurance for members; the purchase and cleaning of departmental issued uniform; equipment; support the fire police squad, fire investigation squad and auxiliary, and miscellaneous items deemed necessary for the welfare of the department.

This contract shall remain in full force and effect for the year 2022 commencing on January 1, 2022 and shall expire on December 31, 2022. It is agreed by both parties that negotiations concerning successor agreements for the contract shall be conducted in good faith during 2022.

IN WITNESS THEREOF, the parties hereto, by their duly authorized offices, have caused their agreement to be executed on the ____ day of December 2021.

CITY OF CORTLAND FIRE DEPARTMENT
BOARD OF ENGINEERS
VOLUNTEER CONTRACT 2022

DATE: _____

Jason Thornton;
Presiding Officer
Board of Engineers

DATE: _____

Brian Tobin;
Mayor
City of Cortland

CITY OF CORTLAND, NEW YORK
LOCAL LAW NO. _____ OF THE YEAR 2021
Filed with the NEW YORK STATE DEPARTMENT OF STATE ON _____ 2021
“CANNABIS DISPENSORY ACT”

Section 1. Enactment and Title.

The City of Cortland does hereby amend §300-4 and §300-32 of the City of Cortland Code.

Section 2. Authorization, Purpose and Intent.

The State of New York has authorized the opening of retail dispensary's of cannabis and cannabis related products. The City desires to regulate its location to the GB-1 zoning district.

Section 3. Findings.

A) A new definition will be added at code section 300-4 to read as follows:

“Head Shop” a retail establishment that offers for sale, use or display paraphernalia or items designated or marketed for use with tobacco products, inhalants commonly referred to as “vaping products” and inclusive of e-cigarettes, marijuana, or controlled substances. A cannabis dispensary, or anything similar inuse.

B) The chart at code section 300-32 shall be amended to add “Head Shop” as a permitted use in district GB-1. “Head Shop” will be designated as a prohibited use in all other districts.

Section 4. Effective Date.

This Local Law shall take effect January 1, 2022 subsequent to its filing in the Office of the New York Secretary of State in accordance with the Municipal Home Rule Law.

I hereby certify that the Local Law annexed hereto, designated as Local Law No. ___ of 2021 of the City of Cortland was duly passed by the City Board on _____, 2021, in accordance with the applicable provisions of law.

I further certify that I have compared the preceding Local Law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original Local Law, and was finally adopted in the manner indicated in the above paragraph.

(Seal) Date: _____

STATE OF NEW YORK
COUNTY OF CORTLAND

I, the undersigned, hereby certify that the foregoing Local Law contains the correct text and that all proper proceedings have been had or taken for the enactment of the Local Law annexed hereto.

City Attorney