



CITY OF CORTLAND
OFFICE OF COMMUNITY DEVELOPMENT
THOMA DEVELOPMENT CONSULTANTS

25 Court Street, Cortland, New York 13045 Ph. 607.753.1433 Fx. 607.753.6818
www.cortland.org

MEMO

TO: Mayor Brian Tobin and Common Council Members

FROM: Thoma Development Consultant

DATE: February 9, 2015

SUBJECT: 2014 Community Development Block Grant (CDBG)
Application/Housing

Pursuant to our memo to you dated February 2, 2015 (attached), we will be submitting a CDBG application for housing funds on the City's behalf on or about February 27th. The Council needs to adopt an authorizing resolution, which is also attached for your review. This resolution authorizes the Mayor to sign the Community Development Block Grant (CDBG) application, to submit it to the NYS funding source, and for him to enter into an agreement with the State should the grant be awarded.

The focus of this application is housing rehabilitation for single family homes in the City, where the owner occupies the property and is considered low-to-moderate in income.

If anyone has any additional questions prior to your meeting, please do not hesitate to contact me Linda Armstrong 753-1433. She can also be reached by email at linda@thomadevelopment.com. Linda will be attending the meeting as well.

Attachments – Draft Resolution

“The Crown City”

PROPOSED CERTIFIED RESOLUTION

I, Raymond Parker, the duly qualified Clerk of the City of Cortland, New York, do hereby certify that the following resolution was adopted at a regular meeting of the City of Cortland held on February 17, 2015, and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended, or revoked and is in full force and effect.

RESOLVED:

That the City of Cortland is hereby authorized and directed to file an application for funds from the New York State Office For Community Renewal under the U.S. Department of Housing and Urban Development's Small Cities Community Development Block Grant Program for Fiscal Year 2014, in an amount not to exceed \$400,000; to authorize the Mayor of the City of Cortland to sign said application on behalf of the City; and upon approval of said request, to enter into and execute a grant agreement with the State for such financial assistance to the City of Cortland for the purpose of housing rehabilitation;

Signed: City Clerk

Dated:

Municipal Seal



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MEMORANDUM

TO: Mayor Tobin and Members of the Common Council

FROM: Thoma Development Consultants

Re: Community Development Block Grant – Housing

DATE: February 2, 2015

CDBG applications for housing purposes are due February 27, 2015. The required public hearing will be held tomorrow at 6:30 in the Mayor's Conference Room. Linda Armstrong will be running the hearing.

Based on a February 27, 2015 due date, the last opportunity we have for Council authorization to submit a grant will be at your February 17, 2015 meeting. Accordingly, we discussed with the Mayor sending out this memo via email to put you on notice (1) about the proposed application, (2) to let you know about the public hearing, and (3) to insure there are not issues when Linda requests authorization for submission at your February 17th meeting.

After several months trying to put together an application that would target a couple of the more dilapidated structures in the City by facilitating their purchase and rehabilitation by not-for-profits, the application did not come together. We did not want to lose the ability to submit something so we are putting in an application for single-family, owner-occupied housing rehabilitation. We completed the single-family program funded in 2012 in about half the time the state allowed, and have a waiting list of about 25 potential applicants. Consequently, this seems the most reasonable approach given the time constraints. We will be requesting the maximum of \$400,000.

Once application are completed and submitted we may renew discussions about ways to use CDBG dollars to target some of the abandoned or more dilapidated homes. We had some discussions with the State as to eligibility of using non-profits and competitiveness of what we were trying to do. They encouraged the City to pursue this means of using CDBG housing funds. We will keep you posted.

"The Crown City"

Public Notice
CITY OF CORTLAND
Request for Proposals

The City of Cortland is seeking proposals from qualified firms or individuals to provide program delivery and administrative services in conjunction with two recently awarded FY 2014 Community Development Block Grant (CDBG) grants for a Microenterprise Assistance Program and a public infrastructure improvement project. M/WBE and Section 3 firms are strongly encouraged to respond. Proposals are due to be submitted no later than Noon on February 6, 2015.

For more information and a copy of the complete "Request for Proposals" packet, please contact the City Clerk's Office, City Hall, 25 Court Street, Cortland, New York 13045, (607) 756-6521.

*

1. Run one time as legal notice as soon as possible.
2. One copy of proof of publication to the address below please:
3. Bill: City of Cortland
Office of Community Development
25 Court Street
Cortland, NY 13045
ACCOUNT #2068

CITY OF CORTLAND
Request for Proposals

Microenterprise Assistance Program CDBG grant
and Public Infrastructure CDBG grant

1. **Request:** The City of Cortland, located in Cortland County, is seeking proposals from qualified consultants or consulting firms to provide program delivery and administrative services in conjunction with two CDBG grants recently awarded to the City; a Microenterprise Assistance Program (MAP) and a public infrastructure improvement project to mitigate flooding in the City. The relevant information is set forth below.

2. **Description of Grants:** A City-wide MAP will be funded with a \$200,000 grant. The program will include awarding grants to qualified microenterprises pursuant to the definition of microenterprise recognized by the NYS Office of Community Renewal. Funds will also be provided to facilitate entrepreneurial training for microenterprises approved for grants.

The City was also awarded \$600,000 in CDBG funds, which will be used to undertake certain improvements to reduce flooding in the City. Respondents can submit responses for one or both of the above CDBG projects.

3. **Services to be Provided:**

A. Microenterprise Assistance Program:

1. Design final program, Program guidelines and application package;
2. Establish marketing strategy for program and market/advertise program through all available outlets;
3. Assist potential applicants with preparation of applications by responding to questions especially with respect to compliance with federal regulations; Assist with applications as necessary and appropriate;
4. Insure pre-applicants have information about program;
5. Identify training programs that meet NYS established criteria and work with NYS Office of Community Renewal (OCR) for approval of program(s);

6. Develop a priority system for project selection;
7. Review applications for completeness and eligibility; Document project costs and need; Prepare summaries for Loan Committee review; Prepare preliminary qualification summary of all applicants for presentation to Loan Committee;
8. Work with the City's Loan Committee charged with project selection and program commitment to prioritize projects and determine program grantees; Negotiate with applicants if necessary with respect to partial awards;
9. Present projects for City Council approval;
10. Prepare package for NYS OCR review;
11. Assuming City and State approval, prepare commitments, program agreements and encumber funds;
12. Act as liaison between (1) City and applicants/participants, (2) State and participants; (3) Training programs and participants;
13. Monitor expenditures and participants compliance with grant regulations and program requirements during course of project implementation for each grantee;
14. Assist participants with compliance with federal, state, and local requirements, as necessary;
15. Work with participants, City and NYS OCR if real or perceived conflicts of interest arise as required by NYS and local regulations.
16. Insure all documents are in file for monitoring prior to completion of project.
17. Provide any other services as necessary to complete Program and comply with grant requirements.

B. Infrastructure Improvements for Flood Mitigation:

1. Prepare a Request for Qualifications (RFQ) for engineering services for the design and implementation of the flooding

mitigation project; Advertise for services in keeping with CDBG regulations;

2. Assist the City in the selection process for an engineer as required;
3. Provide federal documents required for inclusion in front end of engineering specifications as required under CDBG regulations; Review front end of specifications and work with NYS OCR for acceptable prior to advertising for bids;
4. Attend and present federal information to bidders at pre-bid meeting and preconstruction conference;
6. Assist engineer in vetting low bidder(s) with respect to previous or current debarment;
7. Act as a liaison between OCR, the City, and engineer;
8. Conduct on-site interviews of contractor's employees in keeping with CDBG requirements; document compliance with Davis Bacon and NYS wage rate regulations by reviewing all certified payrolls;
9. Forward required payrolls to NYS with requests for payments;
10. Work with the contractor(s) to assure compliance with Davis Bacon wage requirements and assist contractor in mitigating payroll violations, if they exist after review of documents;
11. Insure all documents are in file for monitoring prior to completion of project.
12. Provide any other services as necessary to complete Program and comply with grant requirements.

C. General Administration (applicable to both MAP and Infrastructure grants):

1. Prepare all necessary contract and payment documentation for City approval and submit to NYS for payment; track issuance of wires to City;
2. Develop and maintain separate grant accounting system and reconcile with City Finance;

3. Prepare and submit necessary financial reports to City and NYS OCR;
4. Prepare and submit status of fund reports and other reports to City as directed;
5. Work with City Finance Director to assure grant funds and expenditures are incorporated into and accounted for in City budget and financial system;
6. Prepare Federal Assistance Expenditure Reports for City.

D. Miscellaneous (applicable to both MAP and Infrastructure grants):

1. Prepare Environmental Review Record pursuant to NEPA and SEQRA guidelines;
2. Attend City Common Council and Department Head meetings, as necessary and at City request;
3. Advise Mayor and pertinent Department Head(s) in all matters relating to federal and NYS regulations relative to the MAP and infrastructure project;
4. Prepare grant amendments and or budget modifications as necessary;
5. Prepare and submit semi-annual Status and Annual Reports as required by NYS;
6. Prepare all closeout documentation required by NYS;
7. Review City files to insure all required information is contained within and attend final monitoring visit on City's behalf;
8. Coordinate FY 2014 Program with other OCR Programs if necessary.

4. Submission Requirements: (Respondents can submit for one or both grants; Responses for each grant must include all of the information below and must be submitted in separate envelopes clearly marked as noted below):

- A. Statement of qualifications, including identification of at least three similar programs that consultant or consulting firm has administered;
- B. Relevant references (minimum of five) including staff members from NYS OCR that are familiar with consultant's or firm's work experience;

- C. Management Plan including identification and description of the location in the City of Cortland where client services will be provided;
 - D. Timetable for completion of projects;
 - E. Cost Proposal using attached form (Cost proposals form attached for each grant; submit on appropriate form).
5. **Evaluation Factors:** To be reviewed by the City:

Factor	Weight
Qualifications and references; including experience in similar Community Development projects administration	40%
Management and availability; including project schedules, management plan, level of services provided, physical proximity to organization's personnel	30%
Cost and reasonableness of fee	20%
Ability to interface with existing grants administration; including working with consultant administering current Community Development programs to insure continuity in overlapping areas such as Program Income and reporting requirements	5%
Previous experience with the consultant	5%

6. **Submission of Proposals:** The City of Cortland will accept proposals from qualified consultants and consulting firms until Noon on February 6, 2015. All requested submissions should be received in the City Clerk's Office by the appointed time to be considered. The City Clerk's Office is located on the main floor of City Hall, 25 Court Street, Cortland, New York 13045. Each proposal should be submitted in separate envelopes, marked "2014 MAP Grant" or "2014 Infrastructure Grant" as appropriate. Respondents can submit responses for one or both grants.

7. **Selection and Contract Award:** Proposals will be reviewed immediately after the deadline date. Selection will be made after full review of all responses by the City's Director of Administration and Finance. Final approval is subject to Common Council approval, expected on or about February 17, 2015. Approvals are subject to NYS OCR input.

8. **Questions about this RFP:** Please direct all questions about this RFP to Mack Cook, Director of Administration and Finance at (607) 756-7312.

CITY OF CORTLAND
 CDBG Administration and Program Delivery Services
 Cost Proposal - MAP Grant

<u>Cost Per Hour</u> <u>Job Categories</u>	<u>Pay Rate</u>	<u>Fringe*</u>	<u>Overhead**</u>	<u>Total</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

* % Fringe Benefits - _____ %
 ** % Overhead - _____ %

<u>Estimated Hours</u> <u>Job Categories</u>	<u>Total Hours</u>	<u>Hourly Fee</u>	<u>Total Cost</u>
_____	_____ x	_____ =	_____
_____	_____ x	_____ =	_____
_____	_____ x	_____ =	_____
_____	_____ x	_____ =	_____
		TOTAL =	_____

<u>Proposed Profit Added</u> <u>Total Cost</u>	<u>Profit</u>	<u>Total Proposed Cost</u>
_____ + _____ =	_____	_____

1. Attach list of reimbursable costs and method of charging.
2. Attach schedule for disbursement of fee.
3. Attach explanation of percent of profit.

NAME: _____ SIGNATURE: _____

CITY OF CORTLAND
 CDBG Administration and Program Delivery Services
 Cost Proposal - Infrastructure Grant

<u>Cost Per Hour</u> <u>Job Categories</u>	<u>Pay Rate</u>	<u>Fringe*</u>	<u>Overhead**</u>	<u>Total</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

* % Fringe Benefits - ____%
 ** % Overhead - ____%

<u>Estimated Hours</u> <u>Job Categories</u>	<u>Total Hours</u>	<u>Hourly Fee</u>	<u>Total Cost</u>
_____	_____ x	_____ =	_____
_____	_____ x	_____ =	_____
_____	_____ x	_____ =	_____
_____	_____ x	_____ =	_____
TOTAL =			_____

<u>Proposed Profit Added</u> <u>Total Cost</u>	<u>Profit</u>	<u>Total Proposed Cost</u>
_____ + _____ =	_____	_____

1. Attach list of reimbursable costs and method of charging.
2. Attach schedule for disbursement of fee.
3. Attach explanation of percent of profit.

NAME: _____ SIGNATURE: _____

Response to:

Request for Proposals

City of Cortland

Administrative and Program Delivery Services

Microenterprise Assistance Program
2014 Community Development Block Grant

February 6, 2015



THOMA

Development Consultants

34 Tompkins Street
Cortland, NY 13045

Our Company

Thoma Development Consultants is a community development consulting firm established as a sole proprietorship by Bernard Thoma in 1980. For 35 years, we have been partnering with communities for a better tomorrow. Since Thoma Development Consultants' beginning, Mr. Thoma has served as the firm's President and Senior Consultant. Although the staff of Thoma Development Consultants has grown over the years, Mr. Thoma maintains personal responsibility for each customer and provides a hands-on approach to each project.

We have expertise in grant writing, grant management, and planning. Our public sector customers are primarily towns, villages, cities, and counties in non-metropolitan areas of upstate New York. We have assisted customers from Lake Ontario to the Pennsylvania border, from the foothills of the Catskills, to the Finger Lakes, and are familiar with the unique issues and concerns of upstate communities. Thoma is a small firm of 12 persons, and we enjoy building close, trusted relationships with our customers. Our staff lives and works in the same types of New York communities that we work for, allowing us to know them in a manner that other firms may not. We customize planning efforts to our customers' needs, rather than providing boilerplate products. Our Team members are readily accessible and strive to provide individualized, personal attention to each of our customers.

Thoma Development Consultants is located at 34 Tompkins Street in the City of Cortland's downtown historic district. Cortland is an ideal location for Thoma Development Consultants' main office as it is the geographic heart of New York State. This allows us to remain in close physical proximity to our customers, which is key to maintaining the level of service our customers have come to expect.

In 2002, New York State Secretary of State Randy Daniels recognized Thoma as a "Quality Community Award Winner" based on our commitment to the customers we serve. We were nominated for the award by the Cortland County Business Development Corporation and several of our municipal customers. In 2006, Thoma was recognized as the "Medium Sized Business of the Year" in Cortland County by the Cortland County Chamber of Commerce.

More information regarding our company, our staff, and our customers can be found on the web at www.thomadevelopment.com.

Our Grant Management Philosophy and Experience

Thoma Development Consultants' roots lie in grant writing and management and are integral components of the many services we provide. Our expertise in grantsmanship is evidenced by the over \$100 million in project funding that Thoma has secured for our customers since 1992. We have experience working with more than 30 different State, federal, and private funding sources.

For many communities, implementing a grant can often be as challenging as securing funding. Thoma is a leader in grant project implementation and management, with particular expertise in the administration of Community Development Block Grants, including housing rehabilitation, homeownership, infrastructure, public facilities, and economic development projects, in addition to loan portfolio management. Thoma has worked extensively with a software developer to create a customized software package specifically designed to manage grant administration, with particular emphasis in administering housing rehabilitation programs.

Thoma Development Consultants approaches grant administration work with two main focuses: (1) partnering with our communities for the successful implementation and completion of their grant program by lending our expertise in meeting the regulations of the funding source, while recognizing that it is the customer's program; and (2) recognizing that program applicants will most likely need our assistance in navigating the program guidelines and process. Thoma is sensitive to these needs and strives to provide the utmost in technical assistance.

Thoma Development Consultants' staff includes both a Grant Writing/Planning Team and a Grant Management Team. It is our Grant Management Team that will undertake the project described herein. Their resumes and job expertise are included following in this proposal. Over the course of 35 years, this Team has honed its skills in helping communities implement and complete their grant programs, which results in positive change for the community.

Our Grant Management Team will perform, but not be limited to, such grant implementation tasks as completing the necessary environmental reviews; establishing filing systems; assisting with the financial management of grant funds; acting as a liaison between our customer and the funding source; assisting with grant program monitoring; working with local contractors; processing all required paperwork in a timely manner; discussing all grant issues with our customers; working with other involved entities such as engineering firms; and answering the day-to-day questions that arise. Thoma team members will also work closely with program applicants, making them feel comfortable with the process. Thoma provides professional, personal, and friendly attention to each of our customers. Our expertise and our commitment to customer service have resulted in a number of municipalities being repeat customers.

In order to do their jobs, our staff remains current and knowledgeable in the building trades; maintains the proper certification to address such issues as code, lead paint, and mold; has persons on staff who are knowledgeable in grant program requirements such as Fair Housing; and have the proper financial management background, to name a few of the team's skills.

Our References

Thoma Development Consultants has a significant number of current customers that we think will provide excellent references. The references that follow are a partial listing of our customers for whom we have done similar work, any of whom will give an honest assessment of our organization. We encourage you to contact them.

<u>Name</u>	<u>Contact Person and Title</u>	<u>Main Phone</u>
Village of Waterloo	Ted Young Mayor	315-539-9131
Village of Fair Haven	Bill McVea Mayor	315-947-5112
Village of Homer	Genevieve Suits Mayor	607-749-3322
Village of Marathon	John Pitman Mayor	607-849-3812
Livingston County	Julie Marshall ED Director	585-243-7124
Office of Community Renewal	Chris Leo Vice President	518-474-2057
City of Geneva	Matt Horn City Manager	315-789-4393
Cortland BDC	Garry Van Gorder Director	607-756-5005

Our Project Team

Thoma Development Consultants' Grant Management Team has the skills and experience to implement a grant program that meets or exceeds your expectations. A listing of the team members is included below. Some or all of the individuals may be assigned to your funded housing rehabilitation program:

Bernie Thoma, Senior Consultant – Project Oversight

Rich Cunningham, Senior Consultant – Project Oversight

Linda Armstrong, Program Manager – Client intake, financial management, monitoring issues, program regulations, homeownership management and home counseling, management of infrastructure projects including bidding and Davis Bacon requirements

Annette Huskins, Program Manager – Customer service, client intake, general grant coordination, financial management

Tina Hall, Program Assistant – Insurance regulations, grant agreements, file management, customer service

Pam LeFever, Bookkeeper – Financial management, grant monitoring

Resumes for each Project Team Member follow.



BERNIE THOMA
SENIOR CONSULTANT

Military:

US Army
1972-1974

Education:

AAS, Tompkins
Cortland Community
College, 1975

BA, SUNY Cortland
1978

MS, SUNY
Cortland 1980

Affiliations:

NYS Economic
Development
Council

National Trust Main
Street Center

SUNY Cortland
Foundation

Relevant Project Experience:

Bernie is responsible for the overall management of all planning, grant writing, and administration projects. This includes directing of all staff assignments, assuring compliance with the scope of services, data analysis, and project scheduling. Bernie is also involved in research, community outreach, and writing for many assignments. Listed below are his relevant project experiences:

- 1980 to Present – Project oversight for all HUD Community Development Block Grants for numerous housing rehabilitation programs administered by Thoma. Includes both direct administration by HUD and administration through the Office of Community Renewal (OCR).
- 1980 to Present – Project oversight for numerous HUD and OCR administered public facilities grants including water, sewer, new senior citizen center, road reconstruction, sidewalks, parking improvements, etc.
- 1980 to Present – Project oversight, applicant review and recommendation for numerous HUD and OCR economic development projects including equipment purchase, acquisition, working capital, etc.
- 1990 to Present – Project oversight for numerous federal HOME Program grant awards made by the NYS Division of Housing and Community Renewal for homeownership and rehabilitation
- 2005 to Present – NY Main Street program oversight in City of Cortland and Villages of Homer, Whitney Point and Hancock under both NYS DHCR and OCR
- Project oversight for Comprehensive Plans: City of Cortland, Town of LaFayette, and Villages of Dryden, Milford, and Homer



RICH CUNNINGHAM
SENIOR CONSULTANT

Education:

BFA, Syracuse
University 1988

Main Street
Manager
Certification
Training -
National Trust
for Historic
Preservation

Leadership
Cortland
Graduate

**With Thoma
Since: 1995**

Affiliations:

Member,
Cortland
Downtown
Partnership
Design
Committee

Board of
Directors,
Cortland County
American Red
Cross

Relevant Project Experience:

Rich serves in a number of capacities for Thoma's grant writing and planning projects. These include assisting with defining the project scope and implementation, research, on-site inspections and data gathering, community outreach, document writing, editing, and layout. Rich is a Certified Main Street Manager through the National Trust for Historic Preservation.

- 1995 to Present – Development of numerous successful Community Development Block Grants, including housing rehabilitation, public facilities, economic development, and downtown revitalization
- 1995 to Present – Development of several successful NYS Affordable Housing Corporation affordable homeownership grants
- 1995 to Present – Development of numerous successful HOME grants through the NYS Division of Housing and Community Renewal for homeownership and rehabilitation
- 1995 to Present – Development of several successful NYS Environmental Protection Fund grants for such projects as parks, historic preservation, and trails
- 1995 to Present – Development of successful grants for New York Main Street, DOS State Archives, LWRP, Historic Preservation, Restore NY and many others
- 2012 Project Lead for Town of LaFayette Comprehensive Plan
- 2012 Program Manager for City of Cortland Comprehensive Plan
- 2010 Management of Village of Homer and Village of Whitney Point New York Main Street Program
- 2007 Village of Whitney Point Downtown Strategic Plan
- 2006 Fostered development of the Cortland Downtown Partnership, a downtown revitalization organization



LINDA ARMSTRONG
PROGRAM MANAGER

Education:
BSE, SUNY
Cortland 1976

**With Thoma
since: 1980**

Affiliations:
Neighborhood
Reinvestment
Corporation
Certified
Housing
Counselor

SUNY Cortland
College Council

Treasurer,
Great Cortland
Pumpkinfest

Relevant Project Experience:

Linda started with the company and worked for many years in a grant writing capacity. Her years of grant writing experience, coupled with her current position on the Grant Management Team, provides a unique and varied experience. Her current responsibilities include administration of low-income homeownership programs, including working with lenders, realtors, and attorneys on behalf of the applicant; management of economic development opportunities in the City of Cortland; administration of public facilities projects, especially federal labor compliance; and federal reporting requirements. Listed below are examples of relevant project experiences:

- 1982 to Present – Design and Implementation of City of Cortland's Community Development Business Loan Program and Microenterprise Grant Programs
- 2012 to 2013 – Village of Port Dickinson Municipal Building Handicapped Accessibility Project
- 2011 to 2013 – City of Cortland Multi-Family Acquisition and Rehabilitation Program
- 2011 City of Cortland ALPLA Inc. Economic Development Expansion Project
- 2008 to 2013 – Villages of Parish, Oriskany Falls and Nunda; Towns of Springwater & Catlin sewer, water and drainage improvements
- 2007 to 2009 – City of Cortland CDBG South End Comprehensive Revitalization Program including microenterprise development and housing rehabilitation
- 2004 to 2007 – City of Cortland Comprehensive Downtown Revitalization Project – Microenterprise Development; Façade, Building, and Parking Improvements



**ANNETTE HUSKINS
PROGRAM MANAGER**

Education:

Manatee Junior
College, FL
1981-1984

**With Thoma
since: 1995**

Relevant Project Experience:

Annette is responsible for the administration, procurement, and financial management for numerous grant programs administered by Thoma. She prepares Requests for Payments as well as processing drawdowns from funding sources. The majority of Annette's experience has been working with the CDBG and HOME programs, though she has a familiarity with administrative requirements of other programs, such as EPF.

- 2000 to Present - marketing and management of various OCR CDBG Programs
- 1995 to Present - marketing and management of various HOME Programs
- 1995 to 2000 - marketing and management of various HUD CDBG Programs
- Coordinator of SHPO review for rehabilitation projects
- Authorized user of HUD Integrated Disbursement and Information System (IDIS)
- Fair Housing Coordinator for municipal customers
- Reviews and qualifies program applicants
- Prepares and executes housing rehabilitation construction contracts



TINA HALL
PROGRAM ASSISTANT

Education:

AAS, Tompkins
Cortland
Community
College 1997

**With Thoma
since: 2001**

Affiliations:

Neighborhood
Reinvestment
Corporation
Certified
Housing
Counselor

Notary Public

Relevant Project Experience:

Tina assists in the implementation of housing rehabilitation programs, providing services to homeowners and contractors, monitoring loan portfolios, insurance compliance, and providing bookkeeping support. She also prepares and executes housing rehabilitation contracts. She is an authorized user of the HUD Integrated Disbursement and Information System (IDIS). Listed below are her relevant project experiences:

- 2001 to Present – Services as described above for all OCR/CDBG Programs administered by Thoma Development Consultants
- 2001 to Present – Services as described above for various HOME Programs administered by Thoma



PAM LEFEVER
BOOKKEEPER

Education:
AAS, Tompkins
Cortland
Community
College 1986

**With Thoma
since: 1987**

Relevant Project Experience:

Pam provides bookkeeping services for Thoma, as well as for our customers' programs and loan portfolios. She has expertise in managing payables/receivables, preparing financial statements, encumbering contracts, preparing bills and customer abstracts, monitoring loan repayments, and completing federal and State financial reports. Pam routinely interfaces with our customers' banks, clerks, and bookkeepers and ensures that all program financial requirements are met.

- Management of all CDBG and other grant financial account information since 1987
- Assists with file monitoring and audits of all grant programs
- Proficient in MYOB Financial Software

Past Projects – Microenterprise Assistance Programs

Thoma Development Consultants has significant experience in developing and managing microenterprise programs similar to the program proposed for your community. Our recent experience includes the following programs that we administered on behalf of our customers. Administration and program delivery includes, but is not limited to, assistance or management with the following areas of the program:



- Contracts
- Banking Procedures
- Adherence to Program Schedule
- Environmental Review
- Eligibility Determination
- M/WBE Requirements
- Bidding Process
- Contractor Selection
- Legal
- Drawdowns
- Completion of Performance Reports
- Grant Monitoring/File Maintenance

Programs:



The Cities of Geneva and Cortland and the Villages of Dansville, Waterville and Mount Morris were each awarded \$200,000 from OCR to establish a grant pool for microenterprises. A "microenterprise" is defined as a business that employs or will employ five or fewer persons, including the business owner. Eligible applicants must own new or expanding microenterprise businesses located within the boundaries of the municipality to be eligible for assistance. Grant awards range from \$5,000 to

\$35,000, with owners paying 10% in equity for such activities, including, but not limited to, purchase of equipment, inventory, and working capital. Entrepreneurial assistance and small business training is also an eligible expense.

Contacts:

City of Geneva:	Mathew Horn, City Manager (315) 789-6104
Village of Waterville:	Ruben Ostrander, Mayor (315) 841-4221
Village of Mount Morris:	Joel W. Mike, Mayor 585-658-4160
Village of Dansville	Peter Vogt, Mayor 585-335-5330
Otsego County	Karen Sullivan, Planning Director 607-547-4225

City of Cortland
Microenterprise Assistance Program
CDBG Administration and Program Delivery Services

Introduction

Thoma Development Consultants has a depth of familiarity in the management of CDBG Programs and can provide exceptional services to the City for its program. We have provided community development services for municipal customers for the past thirty-five years and have worked with the City of Cortland on other Community Development Block Grant projects including a previous microenterprise program, partnering with the City to foster an environment for a better tomorrow.

We have reviewed a copy of the City's Request for Proposal and believe our firm is most qualified to carry out the proper administrative tasks with respect to the City's newly awarded CDBG Grant for a Microenterprise Assistance Program.

Thoma will undertake the following tasks in administering the City of Cortland's CDBG Program to comply with the scope of services stated in the City's RFP:

Task 1: Program Start Up

Thoma Development Consultants will complete the following tasks at the start up of the CDBG Grant Program:

- Prepare the Environmental Review Record, including assisting the City in complying with the State Environmental Quality Review Act (SEQRA) and National Environmental Protection Agency (NEPA) requirements.
- Finalize with the City the program design and guidelines.
- Develop a grant accounting system and identify information needed for the City's accounting system.
- Develop a file maintenance system for the City, including preparing files for the system.
- Prepare/update the City's plans such as Fair Housing, Implementation Plan, and other plans, related to the requirements of the CDBG Program.

Task 2: Microenterprise Program

Under Task Two, Thoma will complete the following:

- Design final program and program guidelines.
- Market program by contacting all interested parties, and respond to questions and issues with respect to applications for assistance. Repeat marketing efforts every six months if funds are still uncommitted.
- Develop a priority system for project selection.
- Provide guidance to participants in the preparation of application as well as during intake and qualification process.
- Qualify and document qualifications/eligibility of all applicants/participants.
- Work with the City's committee charged with project selection and program commitment to prioritize projects and determine program grantees; Negotiate with applicants if necessary with respect to partial awards.
- Present committee recommendations to the City Council, if required.
- Document project costs.
- Prepare commitments, program agreements and encumber funds.
- Act as liaison between City and applicants/participants.
- Monitor expenditures and participants grant compliance with grant requirements.
- Assist participants with compliance with federal, state, and local requirements, as necessary.
- Coordinate training requirements for participants; Work with State OCR for training waivers, if necessary.
- Work with State OCR if real or perceived conflicts of interest arise as required by regulations.

Task 3: Grant Administrative Work

Under Task Three, Thoma will complete the following:

- Prepare all payment and drawdown documentation.
- Submit monthly reports to the City Council.
- Attend City Council meetings as necessary.
- Advise the City on matters relating to the grant program and/or the Office of Community Renewal.
- Upon approval by the City Council, prepare grant amendments, as needed, and prepare Conflict of Interest Waivers.
- Prepare all reports required by the OCR including status, annual performance, final reports, and close out.

City of Cortland
 Microenterprise Assistance Program
 CDBG Administration and Program Delivery Services

Your Cost

Cost Per Hour

<u>Job Categories</u>	<u>Pay Rate</u>	<u>Fringe*</u>	<u>Overhead**</u>	<u>Total</u>
Senior Consultant	\$45	\$12	\$28	\$85
Program Manager	30	9	16	55
Clerical	14	4	7	25

* % Fringe Benefits = 25%

** % Overhead = 50%

Estimated Hours

<u>Job Categories</u>	<u>Total Hours</u>		<u>Hourly Fee</u>		<u>Total Cost</u>
Senior Consultant	100	X	\$85	=	\$8,500
Program Manager	330	X	55	=	18,150
Clerical	130	X	25	=	3,250
				TOTAL	\$29,900

Proposed Profit Added

<u>Total Cost</u>		<u>Profit</u>	<u>Total Proposed Cost</u>
\$29,900	+	\$100	\$30,000

Attachments

- 1) Schedule for disbursement of fees
- 2) List of reimbursable costs and method of charging
- 3) Explanation of percent profit
- 4) Program Schedule

NAME: BERNARD THOMA

SIGNATURE: *Bernard Thoma*

City of Cortland
 Microenterprise Assistance Program
 CDBG Administration and Program Delivery Services

Schedule for Disbursement of Fees

Total Fee for Duration of the Program: \$30,000

Fees will be due as follows:

Initial Marketing: \$2,500

Funds Encumbered:

20%	\$3,900
40%	\$3,900
60%	\$3,900
80%	\$3,900
100%	\$3,900

Administration

Complete Environmental Review: \$1,000

Funds Expended:

20%	\$1,400
40%	\$1,400
60%	\$1,400
80%	\$1,400
100%	\$1,400

City of Cortland
Microenterprise Assistance Program
CDBG Administration and Program Delivery Services

Attachments

Reimbursable Costs

Reimbursable costs will include all out-of-pocket expenses that Thoma Development Consultants incurs during the life of this project which are eligible expenditures from grant funds. These reimbursable costs include, but are not limited to, copying, postage, photographs, and fax transmissions. Mileage is not included. Overnight travel expenses are only included when authorized by the City.

Profit

For this proposal, Thoma is estimating a profit of less than 1%. It is very difficult to develop an accurate amount since profit is really a function of hours spent during the term of the project. The hours estimated are realistic based upon similar projects that have been completed; however each project is unique.

Program Schedule

Thoma Development Consultants is familiar with the program schedule proposed in the City of Cortland's CDBG Grant application and is also familiar with the requirements placed on the City by the Office of Community Renewal. We feel confident that we can complete this project within that timeframe.

Response to:

Request for Proposals

City of Cortland

Administrative and Program Delivery Services

Public Infrastructure Program
2014 Community Development Block Grant

February 6, 2015



607.753.1433

City of Cortland
Public Infrastructure Program
CDBG Administration and Program Delivery Services

Introduction

Thoma Development Consultants has a depth of familiarity in the management of CDBG Programs and can provide exceptional services to the City for its program. We have provided community development services for municipal customers for the past thirty-five years and have worked with the City of Cortland on other Community Development Block Grant projects, partnering with the City to foster an environment for a better tomorrow.

We have reviewed a copy of the City's Request for Proposal and believe our firm is most qualified to carry out the proper administrative tasks with respect to the City's newly awarded CDBG Grant for drainage improvements.

Thoma will undertake the following tasks in administering the City of Cortland's CDBG Program to comply with the scope of services stated in the City's RFP:

Task 1: Program Start Up

Thoma Development Consultants will complete the following tasks at the start up of the CDBG Grant Program:

- Prepare the Environmental Review Record, including assisting the City in complying with the State Environmental Quality Review Act (SEQRA) and National Environmental Protection Agency (NEPA) requirements.
- Finalize with the City the program scope.
- Develop a grant accounting system and identify information needed for the City's accounting system.
- Develop a file maintenance system for the City, including preparing files for the system.
- Prepare/update the City's plans such as Fair Housing, Implementation Plan, and other plans, related to the requirements of the CDBG Program.

Task 2: Flood Improvements

Under Task Two, Thoma will complete the following:

- Prepare a Request for Qualifications for an Engineer and assist the City in the procurement process if required.
- Work with engineer to assure compliance with all CDBG requirements.
- Act as a liaison between the OCR, the City, and the engineer.
- Work with the contractor(s) to assure compliance with Davis Bacon wage requirements.
- Assist the City in procuring an archeologist, if needed.

Task 3: Grant Administrative Work

Under Task Three, Thoma will complete the following:

- Prepare all payment and drawdown documentation.
- Submit monthly reports to the City Council.
- Attend City Council meetings as necessary.
- Advise the City on matters relating to the grant program and/or the Office of Community Renewal.
- Prepare all reports required by the OCR including status, annual performance, final reports, and close out.

City of Cortland
 Public Infrastructure Program
 CDBG Administration and Program Delivery Services

Your Cost

Cost Per Hour

Job Categories	Pay Rate	Fringe*	Overhead**	Total
Senior Consultant	\$45	\$12	\$28	\$85
Program Manager	30	9	16	55
Clerical	14	4	7	25

* % Fringe Benefits = 25%

** % Overhead = 50%

Estimated Hours

Job Categories	Total Hours		Hourly Fee		Total Cost
Senior Consultant	30	X	\$85	=	\$2,550
Program Manager	200	X	55	=	11,000
Clerical	55	X	25	=	1,375
				TOTAL	\$14,925

Proposed Profit Added

Total Cost		Profit	Total Proposed Cost
\$14,925	+	\$75	\$15,000

Attachments

- 1) Schedule for disbursement of fees
- 2) List of reimbursable costs and method of charging
- 3) Explanation of percent profit
- 4) Program Schedule

NAME: BERNARD THOMA

SIGNATURE: *Bernard Thoma*

City of Cortland
Public Infrastructure Program
CDBG Administration and Program Delivery Services

Schedule for Disbursement of Fees

Total Fee for Duration of the Program: \$15,000

Fees will be due as follows:

Program Delivery

Selection of Engineer \$1,000

Selection of Contractor(s) \$3,000

Administration

Complete Environmental Review: \$1,000

Funds Expended:

20%	\$2,000
40%	\$2,000
60%	\$2,000
80%	\$2,000
100%	\$2,000

City of Cortland
Public Infrastructure Program
CDBG Administration and Program Delivery Services

Attachments

Reimbursable Costs

Reimbursable costs will include all out-of-pocket expenses that Thoma Development Consultants incurs during the life of this project which are eligible expenditures from grant funds. These reimbursable costs include, but are not limited to, copying, postage, photographs, and fax transmissions. Mileage is not included. Overnight travel expenses are only included when authorized by the City.

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For this proposal, Thoma is estimating a profit of less than 1%. It is very difficult to develop an accurate amount since profit is really a function of hours spent during the term of the project. The hours estimated are realistic based upon similar projects that have been completed; however each project is unique.

Program Schedule

Thoma Development Consultants is familiar with the program schedule proposed in the City of Cortland's CDBG Grant application and is also familiar with the requirements placed on the City by the Office of Community Renewal. We feel confident that we can complete this project within that timeframe.

DEPARTMENT OF ZONING

C27-1

There shall be a Department of Zoning headed by a Zoning Officer who shall be appointed by the Council. He shall serve at the pleasure of the Mayor and or the Mayor's designee, be directly responsible to the Mayor and or his designee.

C27-2 Powers and Duties

The Zoning Officer shall have the following powers and duties:

- A. To enforce the Zoning Laws of the City of Cortland.
- B. To serve as Floodplain Administrator for the City of Cortland.
- C. To attend all Historic, Zoning Board, Planning Commission Meetings and to assist their members in them.
- D. To prepare and distribute Agendas for each meeting of the Historic, Zoning and Planning Board.
- E. To assist citizen's in preparing accurate variance applications, or requests of Interpretation regarding Zoning issues, and site plans to be presented to the Historic, Zoning Planning Boards.
- F. To assist the Fire Department Code Enforcement Office and Department of Law in the enforcement of Zoning and Flood plain Laws.
- G. To make recommendation for amendments to the Zoning Map of the City of Cortland.
- H. To enforce, monitor and make recommendation for changes to Chapter 250 of the City Code "Subdivision of Land".
- I. To answer complaints of the Zoning Ordinance and issue Order to remedy as required by law.
- J. To maintain minimum training as required?
- K. Issue flood development, fence, sign and dumpster permits. Issue
- L. Issue Certificates of Zoning according to Chapter 300.
- M. Make records according to law, maintain and keep record with property file.

COMMERCIAL LEASE AGREEMENT

BETWEEN

THE CITY OF CORTLAND

AND

MADISON CORTLAND ARC

This Commercial Lease Agreement (“Lease”) is hereby entered into and made effective as of _____, 2015, by and between **the City of Cortland, NY**, a New York State municipality having its principal offices at 25 Court Street, Cortland, NY 13045 (“Landlord”) and, the Madison Cortland Chapter, NYSARC, Inc., a New York State Not-For-Profit Corporation, doing business as the **Madison Cortland ARC**, having offices at 701 Lenox Avenue, Oneida, NY 13241 (“Tenant”).

WHEREAS, Landlord is the owner of land and improvements commonly known as the Armory located on Wheeler Avenue, Cortland, New York (the “Premises”);

WHEREAS, Landlord desires to lease and license portions of the Premises as further described below and upon the covenants, conditions and provisions set forth herein; and

WHEREAS, Tenant desires to lease and license from Landlord such portion of the Premises as further described below and upon the covenants, conditions and provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. **Leased Premises**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of the Premises designed as two Offices located on the left side of the main entrance to the Premises (“Leased Premises”), and Landlord agrees to permit Tenant to have use of a Kitchen and the Classrooms located in the Premises, which use will be secondary to any and all activities of the City (“Licensed Premises”). In connection with the Leased Premises, Landlord agrees that Tenant shall have shared use of adjoining restrooms, parking lots, driveways and footways (“Common Areas”).

2. **Term**

The Term of this Lease shall begin upon _____ and shall terminate upon _____, unless otherwise terminated as provided in this Lease (“Initial Term”). Landlord shall use reasonable efforts to give Tenant possession as early as possible at the beginning of the Initial Term. Tenant shall make no claim against Landlord for any such delay; however, in the event of delay, Tenant’s Rental Payment shall be prorated and rental payments shall be reduced by \$20.00 per day during the month(s) in which the delay occurs. The term of this Lease Agreement may be extended

for an additional one year term (“Renewal Term”) upon Tenant’s written confirmation of Tenant’s intent to renew this Lease Agreement delivered to Landlord at least three months prior to the expiration of the Rental Term or Renewal Term, provided that the amount of the monthly rental payment shall be negotiated and the Landlord shall give its written consent to the Renewal Term at least two months prior to the commencement of each Renewal Term.

3. **Rental**

The Landlord shall rent the Leased Premises and Licensed Premises to Tenant in exchange for Tenant’s payment of rent in the amount of \$600.00 per month, which shall be due and payable by Tenant on the first day of each and every month during the Term of this Lease. The following utilities are included in the rental payment: heat, electricity, water and waste disposal. Tenant shall be responsible for all other utility expenses.

4. **Use**

Tenant shall make use of the Leased Premises and Licensed Premises for its business and training purposes in accordance with all applicable ordinances, laws, rules, and regulations. Tenant shall not make or suffer waste or unlawful use of the Leased Premises, the Licensed Premises, or any of the Common Area thereof.

5. **Subletting and Assignment**

Tenant shall not sublet or assign this Lease without the prior written consent of Landlord, which consent shall be given or withheld for any reason or no reason in the sole discretion of the City.

6. **Repairs and Maintenance; Snow Removal; and Custodial Duties**

(A) Repairs and Maintenance: During the Lease Term, Tenant shall provide, at Tenant’s sole expense, all necessary repairs to and maintenance of the Leased Premises, except as set forth herein. Repairs shall include but not be limited to such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, along with repairs and maintenance caused by the negligence, neglect, and/or willful misconduct of Tenant and/or Tenant’s employees, agents, clients, or invitees. Landlord shall be responsible for the major mechanical systems and roof repairs and maintenance, except to the extent caused by the negligence, neglect, and/or willful misconduct of Tenant and/or Tenant’s employees, agents, clients, or invitees.

(B) Snow Removal: Landlord shall provide snow plowing of the Premises’ parking area and driveways, and snow and ice removal from all common area footways in accordance with its normal operating activities. Notwithstanding the foregoing, in the event that Tenant shall use the Leased Premises and/or Licensed Premises when the Premises are not open to the public or otherwise maintained according to the Landlord’s customary operating activities, then for the benefit of Tenant and its Invitees only, and at Tenant’s

sole expense, Tenant shall remove snow and ice from the front walkway leading to the main entrance of the Premises. Landlord shall have no greater liability to Tenant or to Tenant's Invitees than to the public for Landlord's failure to remove snow from Landlord's parking lots, driveways and footways.

(C) Custodial Duties: Tenant shall perform and be solely responsible for all custodial duties for the Leased Premises.

7. **Condition of the Leased Premises: Alterations and Improvements**

(A) Prior to occupancy of the Leased Premises, Tenant shall inspect the Leased Premises, the Licensed Premises and interior and exterior Common Areas, and make such alterations and improvements to the Leased Premises, at its sole expense, as Tenant deems necessary for Tenant's use of Leased Premises. Prior to making any such alterations and improvements, Tenant shall submit a written description of the same to Landlord for Landlord's written approval, which shall not be unreasonably withheld. If Tenant does not make any such alterations and improvements, Tenant accepts the Leased Premises "as is".

(B) Tenant shall have the right to place and install personal property, equipment and other temporary installations in and upon the Leased Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease Term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the Term of the Lease provided that all damage to the Leased Premises caused by such removal shall be immediately repaired by Tenant at Tenant's sole expense.

8. **Insurance**

(A) If the Leased Premises or any other part of the Premises is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, Tenant shall be responsible for the costs of repair not covered by insurance.

(B) Landlord shall maintain fire and extended coverage insurance on the building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

(C) Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the building with the premiums thereon fully paid on or before due date, issued by and binding upon an insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability

insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least ten (10) days prior to such expiration. Landlord shall not be required to maintain insurance against theft within the Leased Premises, the building, or otherwise upon the Premises.

9. **Signs**

Upon Landlord's prior written consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant and approved by Landlord, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's sole opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Tenant shall be responsible for obtaining any necessary permission and authorization from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

10. **Entry**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

11. **Parking**

During the Term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the building and the Premises, their guests and invitees, of the non-reserved common automobile parking areas, driveways and footways subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the building or Premises or in reasonable proximity thereto, for Tenant and Tenant's agents employees, Landlord, and/or other tenants of the Premises.

12. **Building Rules**

Tenant shall comply with the rules of the building adopted and altered by Landlord from time to time and shall cause all of its agents, employees, invitees and visitors to do the same. All changes to such rules will be sent by Landlord to Tenant in writing.

13. **Damage and Destruction**

Subject to Section 8(A) above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage by fire, casualty, or structural defects to any part of the Leased Premises, and if such damage does not render the Leased

Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this Paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. The provisions of this Paragraph extend not only to the aforesaid matters, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes. Tenant shall not be obligated to pay rent for any time period that the Leased Premises, Licensed Premises, and Common Areas can not be used for Tenant's purpose due to such damage. In the event that a portion of the Leased Premises, Licensed Premises, and Common Areas are rendered unusable by fire, casualty, or structural defects, the amount of Tenant's rental payment shall be prorated accordingly, based upon the period of time and percentage of the Leased Premises, Licensed Premises, and Common Areas which cannot be used.

14. **Landlord's Covenant: Quiet Possession**

Landlord covenants and warrants only that upon performance by Tenant of all of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceful, undisturbed and uninterrupted possession of the Leased Premises during the Term of this Lease.

15. **Indemnity**

Tenant shall indemnify Landlord for all claims, causes of action, liabilities, damages, and cost, including but not limited to reasonable attorneys' fees, arising out of or related to the negligence, neglect, and/or willful misconduct of Tenant and/or Tenant's employees, agents, clients, or invitees.

16. **Termination and Default; Sale of Premises**

(A) **Events of Default:** Each of the following shall be an event of default:

(1) If the rent due under this Lease, or any part thereof, remains unpaid thirty (30) days after its due date.

(2) If either party breaches this Lease in any other material respect and such breach remains uncured for at least thirty (30) days following written notice thereof from the non-breaching party.

(3) IF an petition in bankruptcy is filed by Tenant; if Tenant is adjudged bankrupt or insolvent by any court of competent jurisdiction; if a receiver or trustee in bankruptcy or receiver of the property of Tenant shall be appointed in any suit or proceeding brought by or against Tenant; or if Tenant makes an assignment for the benefit of creditors.

(B) **Termination:** In the event of a default, the non-defaulting party may terminate this Lease by giving notice thereof to the defaulting party. Said notice shall state the date

the Lease shall terminate, which shall be at least seven (7) days after the date the notice is sent. Landlord may remove Tenant by summary proceeding or any other action or proceeding available at law or in equity.

(C) Damages and Costs: In the event either party shall be in default under this Lease, the defaulting party shall be liable to the non-defaulting party for all damages available to the non-defaulting party, at law or in equity, and the defaulting party shall pay to the non-defaulting party all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, whether or not any action or proceeding is commenced), incurred by the non-defaulting party in enforcing any of the covenants, in recovering possession of the Premises, in collecting any delinquent rent or other charge payable hereunder, or in connection with any litigation commenced by or against the defaulting party to which the non-defaulting party, without fault on its part, shall be made a party. If Landlord or Tenant shall fail to make payment or take any action as provided in this Lease, then the non-defaulting party, at its option may make such payment or take such action on the defaulting party's behalf, and the defaulting party shall repay the non-defaulting party, upon demand, the full amount so paid and/or the costs or expenses so incurred to take such action. If Tenant is the non-defaulting party, Tenant may deduct such sums due from Landlord from the rents and charges due from Tenant to Landlord under this Lease.

(D) Sale of the Premises: Notwithstanding any other provision contained in this Lease, in the event that Landlord sells the Premises, this Lease shall terminate upon the date of such sale without any further obligation or liability hereunder by either Landlord or Tenant. In such event, Landlord shall provide Tenant with notice of such termination as soon as practicable, but at least ninety (90) days prior to the date of the sale.

17. Notice

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord: The City of Cortland
Office of Administration and Finance
25 Court Street
Cortland, NY 13045
607-749-0678

If to Tenant Madison Cortland ARC
701 Lenox Ave.
Oneida, NY 13421
315-363-3389

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this Paragraph by written notice thereof to the other party.

18. **Headings**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

19. **Successors**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

20. **Consent**

Except as otherwise set forth in this Lease, Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

21. **Compliance With Law**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting Landlord's ownership of the Leased Premises.

22. **Waiver of Breach and Severability**

No waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

23. **Final Agreement**

This Agreement terminates and supersedes all prior understandings or agreements, whether oral or in writing, on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

THE CITY OF CORTLAND, NY

By: _____
Brian Tobin, Mayor

MADISON CORTLAND ARC

By: _____
Randy Schaal, President



UNIFIED COURT SYSTEM
SIXTH JUDICIAL DISTRICT
THE KILMER BUILDING
31 LEWIS STREET, FIFTH FLOOR
BINGHAMTON, NEW YORK 13901
Phone: (607) 240-5350
Fax: (212) 295-4927

CTY CLK RCD FEB 2'15PM 1:16

A. GAIL PRUDENTI
Chief Administrative Judge

MICHAEL V. COCCOMA
Deputy Chief Administrative Judge
Courts Outside New York City

ROBERT C. MULVEY
District Administrative Judge
Sixth Judicial District

GREGORY A. GATES
District Executive
Special Counsel

AMANDA WHALEN-GARNAR
Management Analyst

MEMORANDUM

DATE: January 30, 2015

TO: Hon. Brian Tobin, Mayor
City of Cortland
City Hall, 25 Court Street
Cortland, New York 13045

FROM: Amanda Whalen-Garnar

SUBJECT: **FY 2014-2015 Annual Court Cleaning and Minor Repairs CONTRACT Renewal and BUDGET**

Based on the annual agreement for Court Cleaning and Minor Repairs between the City of Cortland and UCS (Contract No. C300313), please find the CONTRACT RENEWAL and BUDGET for FY 2014-2015 attached. There are three (3) components:

- 1) **the Contract Renewal Letter**, please sign on page 2 in the signature block on the left of the page;
- 2) **the Acknowledgment Form**, please have the signature on the Contract Renewal notarized; and
- 3) **the Budget worksheet**, please sign on the last page.

After **ALL** are signed, please **return** the **ORIGINALS**. We will return a copy of the contract to you for your records once it is fully executed.

The total Budget, in the amount of \$42,654, represents an amount we have agreed upon with you and your representative(s) and is the total reimbursement the City of Cortland is eligible for this Fiscal Year for court facility expenditures at 100% for Cleaning and Minor Repair costs and 25% for Maintenance.

On behalf of Administrative Judge Robert C. Mulvey, I thank you and your staff for your cooperation in developing the budget and completing the contract renewal. Please contact me at 607-240-5336 with any questions you have about this year's budget process. Thank you.

cc: Diana Davis, Cortland City M&O Coordinator
Mack Cook, Director of Administration and Finance



**UNIFIED COURT SYSTEM
SIXTH JUDICIAL DISTRICT
THE KILMER BUILDING
31 LEWIS STREET, FIFTH FLOOR
BINGHAMTON, NEW YORK 13901
Phone: (607) 240-5350
Fax: (212) 295-4927**

A. GAIL PRUDENTI
Chief Administrative Judge

MICHAEL V. COCCOMA
Deputy Chief Administrative Judge
Courts Outside New York City

ROBERT C. MULVEY
District Administrative Judge
Sixth Judicial District

GREGORY A. GATES
District Executive
Special Counsel

AMANDA WHALEN-GARNAR
Management Analyst

January 30, 2015

Hon. Brian Tobin, Mayor
City of Cortland
City Hall, 25 Court Street
Cortland, New York 13045

RE: Agreement Between UCS and the City of Cortland for Court Cleaning and Minor Repairs (Contract No. 300313); Annual Renewal Letter and Budget (Appendix B) for SFY 2014-2015

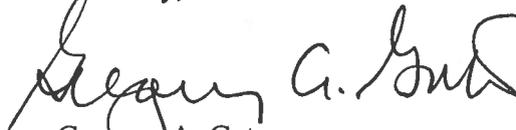
Please be advised that pursuant to Section I of the existing contract between the Unified Court System and the City of Cortland, we have established a renewal period in the five-year term of this agreement. Said renewal period commenced on April 1, 2014 and will terminate on March 31, 2015. During this 2014-2015 renewal period, all terms and conditions of the above-referenced Agreement shall continue to apply, except as specified below.

The proposed budget for services to be rendered pursuant to this contract in the 2014-2015 period shall be \$42,654. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2014-2015 period shall be 100% of the total amount. The attached revised Appendix B, detailing the proposed budget for the renewal period, shall be incorporated into the Agreement and shall replace all prior Appendix B's. The signature below shall confirm acceptance of this renewal by the City of Cortland and by the UCS.

Accordingly, the original of this letter should be signed by an authorized representative of the City of Cortland and the corresponding Acknowledgment Page should be notarized.

Thank you.

Sincerely,



Gregory A. Gates
Acting District Executive

Attachments

Accepted for: the City of Cortland

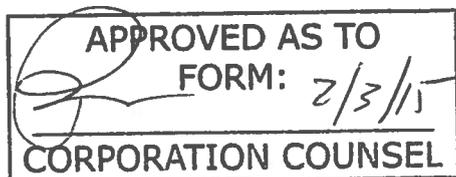
Accepted for: Unified Court System

Name: Brian Tobin
Title: Mayor

Maureen McAlary
Director, Division of Financial
Management

Dated:

Dated:



ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
CITY OF CORTLAND)

On the ____ day of _____, 20____, personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides in _____, that he/she is the _____ (Title) of _____ (Municipality), the municipality described in and which executed the above instrument; and that he/she is authorized to execute the above instrument on behalf of said municipality.

Notary Public

Unified Court System

Court Cleaning and Minor Repairs Proposed Budget Form

(Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: 2014-2015

Name of County or City: City of Cortland

Court Spaces to be Cleaned and Repaired Pursuant to this Budget

List Court Buildings: Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased	Total Building Net Usable Square Feet	Court Related	
			Net Usable Sq. Ft.	Aid Eligible Percentage
Cortland City Hall [CH] April - July (4 mo) 25 Court Street, Cortland, New York 13045	Owned	18,198	5,317	29%
Cortland Records off site storage [CRS] combined	Owned	171	171	100%
		18,369	5,488	30%
Cleaning : City Hall 1st and 2nd floor only - No PD		12,506	5,529	44%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization:

Name and Address of Affected Building(s)	Nature of Changes	Target Date
Cortland City Hall [CH]	Mayor's office relocated and court acquired an additional 940 sf of office space.	08/01/13

1 Cleaning Costs:

1(a) Service Contracts

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1	Ames Linen	Floor mats, mops	CH	\$4,279	30%	\$1,284
2	Advantage Cleaners	cleaning service	CH	\$42,000	44%	\$18,480
3		emer. Hazmat cleaning	*CH	\$412	100%	\$412
4				\$0		
5				\$0		
6				\$0		
* Court space only						
1(a) Subtotal:						\$20,176

1(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
7				\$0		
8				\$0		
9				\$0		
10				\$0		
11				\$0		
12				\$0		
* city cleaning staff replaced with service Jan 2013						
1(b) Subtotal:						\$0

1(c) Supplies and Equipment

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
General Consumables	CH	Lump Sum	\$4,492	30%	\$1,348
14			\$0		
15			\$0		
16			\$0		
17			\$0		
18			\$0		
1(c) Subtotal:					\$1,348

1(d) - Total Cleaning Costs (1a+1b+1c):

\$21,523

2 Trash Removal and Disposal
2(a) Trash Removal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19	Casella dumpster fee	CH	665 per Mo.	\$8,466	30%	\$2,540
20				\$0		
21				\$0		
22				\$0		
23				\$0		
2(a) Total:						\$2,540

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity / Unit	Costs	Aid Eligible Percentage	Budget Request
24	N/A			\$0		
25				\$0		
26				\$0		
27				\$0		
28				\$0		
2(b) Total:						\$0

2(c) - Total Trash Removal & Disposal (2a+2b): 2(c)

\$2,540

3 HVAC Cleaning Costs
3(a) Duct Work Cleaning and Filter Changing By Service Contract

	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
29	N/A			\$0		
30				\$0		
31				\$0		
32				\$0		
33				\$0		
34				\$0		
3(a) Subtotal:						\$0

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Total		Aid Eligible Percentage	Budget Request
				Personal Service Costs			
35	N/A	\$0	\$0	\$0			
36		\$0	\$0	\$0			
37				\$0			
38				\$0			
39				\$0			
40				\$0			
3(b) Subtotal:							\$0

3(c) Filter Changing - Filters Only

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
42			\$0		
43			\$0		
44			\$0		
45			\$0		
46			\$0		
3(c) Subtotal:					\$0

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d)

\$0

4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d:

4

\$24,063

5 Proposed "Tenant" Work

Use the following codes: a - Flooring and Carpeting

- b - Painting
- c - Interior Ceilings
- d - Bathrooms
- e - Fixtures
- f - Minor Renovation
- g - Other (Identify)

14-15 Cortland City

Work to be Performed:

	Code	Building	Describe Work	Total Costs	Aid Eligible Percentage	Budget Request
47	f	CH	minor reno		100%	\$0
48	f	CH	office reno for Judge	8,000	100%	\$8,000
49	d	CH	install new toilet in room with sink.	2,000	100%	\$2,000
50						
51						
52						
53						
54						
55						
56						
57						
Total (5):						\$10,000

6 **TOTAL - 100% REIMBURSIBLE EXPENSES:**
(Cleaning Costs & Tenant Work)

Total (4+5) 6: \$34,063

7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

- a - Pest Control
- b - Elevators
- c - HVAC
- d - Telephone Wiring

- e - Security & Alarm Systems
- f - Property Maintenance
- g - Other (Identify)

Code	Contractor	Type	Building	Contract		Aid Eligible Percentage	Budget Request
				Work Performed	Amounts for Budget Period		
58	a	pest control	CH	\$309	30%	\$93	
59	b	Elevator Maintenance	CH	\$4,934	30%	\$1,480	
60	c	HVAC Maintenance	CH	\$8,083	30%	\$2,425	
61	c	service contract	CH	\$0	30%	\$0	
62	c	HVAC repairs	CH	\$18,000	30%	\$5,400	
63	e	Sprinker Syst. Maint.	CH	\$206	30%	\$62	
64	e	Lock Maint/repair	CH	\$20	30%	\$6	
65	e	Alarm system maint.	CH	\$1,009	30%	\$303	
66	e	Alarm system repair	CH	\$0	30%	\$0	
67	f	service contract	CH	\$1,866	30%	\$560	
68	f	Building repairs - caulk	CH		30%	\$0	
69	f	electrical repairs	CH		30%	\$0	
70	f	Roof repairs	CH	\$7,000	30%	\$2,100	
71	f	Fire Ext. Maint.	CH	\$148	30%	\$44	
72	f	Plumbing maint/repair	CH	\$0	30%	\$0	
73	f	Door Repair	CH	\$425	30%	\$128	
74	b	elevator repair	CH		30%	\$0	
75	e	alarm maint.		\$373	30%	\$112	
76	f						
77							
78	f	snow removal	CH	\$8,753	30%	\$2,626	
79				\$0			
7(a) Subtotal:							\$15,338

7(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request
80	N/A	CH	\$5,500	\$3,410	\$8,910	100%	\$8,910
81			\$0	\$0	\$0		
82					\$0		
83					\$0		
84					\$0		
85					\$0		
86					\$0		
87					\$0		
7(b) Subtotal:							\$8,910

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
88	Supplies	CH	lump sum	\$460	30%	\$138
89				\$0		
90	landscaping supplies	CH		\$6,180	30%	\$1,854
91				\$0		
92				\$0		
7(c) Subtotal:						\$1,992

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d):

\$26,240

8 Total - Building and Property Maintenance Costs:

8 \$26,240

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%)

9 \$6,560

10 Total Proposed Direct Costs (Item 6 + Item 9):

10 \$40,623

11 Overhead Costs (Item 10 x .05):

11 \$2,031

12 Total Proposed Contract Amount (Item 10 + Item 11):

12 \$42,654

13 Local Government Certification:

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name:

Title:

Signature:

Date:

County or City:

Address:

Phone:



CORTLAND YOUTH BUREAU

35 Port Watson Street • Cortland, NY 13045 • (607) 753-3021 • Fax: (607) 753-3023

TO: Mayor Brian Tobin
Members of the City Council
Mack Cook, Director of Administration and Finance
Lori Crompton, Finance Department

FROM: John McNerney, Youth Bureau Director

RE: Wickwire Pool Trust Fund Deposit

DATE: February 9th, 2015

As you are fully aware the Wickwire Pool Fundraising committee has been busy seeking donation for the renovation of Wickwire Pool. I would like to ask the common council to accept and recognize the following donations.

<i>Donation</i>	<i>Amount</i>
<i>Cortland Breakfast Rotary Check # 102 & #103 Diane S. Chu</i>	<i>\$1,121.91 (Election day pancake Breakfast) \$ 200.00</i>
<i>Total Donations =</i>	<i>\$ 1,371.91</i>

Funds should be deposited into the Wickwire Pool Trust Fund. Attached is a copy of the check for your records. Feel free to contact me with any questions at 753-3021 ext.23.

