



# COMMON COUNCIL AGENDA COMMITTEE OF THE WHOLE

Date: Wednesday, July 12<sup>th</sup> 2023  
 Time: 6:00 P.M.  
 Location: City Hall, 108 E. Green Street 3<sup>rd</sup> Floor, Council Chambers  
 Watch Online: <https://www.youtube.com/@CityofIthacaPublicMeetings>

ITEM	Voting Item?	Presenter(s)	Time Allotted
<b>Call to Order</b>		Mayor Laura Lewis	
<b>Special Order of Business</b>			
1. 2024 Salaries (benchmarking from other municipalities will be discussed)	No	Mayor Lewis Dr. Ian Coyle, President Pracademic Partners, LLC	30 Min
a. City Manager			
b. Mayor			
c. Common Council			
d. Legislative Next Steps			
2. a. A local law entitled "Amendment of City Charter and Code to Specify the Duties, Authority, and Appointment and Removal Procedures of the City Manager."	Yes	City Attorney Ari Lavine	10 Min
b. Template Employment Agreement/Contract Discussion	No	City Attorney Ari Lavine	15 Min
3. Update on Search Process for City Manager	Yes	Dr. Ian Coyle, HR Director Michell-Nunn, Mayor Lewis	45 Min
a. Resolution-Discussion of Search Team Composition			
i. An Executive Committee of 4 Council Members			
ii. 4 City Department Heads			15 Min
iii. The Mayor			
4. A local law entitled "Clarification of Capital Program Committee Leadership"	Yes	Controller Steve Thayer, City Attorney Lavine	15 Min
5. Review/Discussion of Board of Public Works	No	Superintendent Mike Thorne	
<b>Meeting Adjourn</b>	Yes		1 Min
		Meeting Length Estimate	160 Min

**2.A - A local law entitled “Amendment of City Charter and Code to Specify the Duties, Authority, and Appointment and Removal Procedures of the City Manager.”**

WHEREAS, on November 3, 2021, the Common Council passed Local Law No. 2022 - 07, which amended Section C-5 of the Ithaca City Charter to, among other things, add Section C.5(C)(6), which states, “The City Manager is an officer appointed by Common Council in accordance with such appointment and removal procedures as the Common Council may promulgate from time to time and serves at the pleasure of the Common Council”; and

WHEREAS, on November 8, 2022, the voters of the City overwhelmingly approved, upon referendum, the creation of the position of City Manager and related legislative provisions required to be submitted to referendum to enable the City to reconfigure the duties and authority of the Mayor and engage the services of a City Manager, with such provisions to become operative on January 1, 2024; and

WHEREAS, Common Council now desires to specify the duties, authority, and appointment and removal procedures applicable to the City Manager; now therefore

**Local Law No. 2023 –**

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

**Section 1. Legislative findings, intent, and purpose.**

The Common Council makes the following findings:

1. The Common Council, by Local Law No. 2022 – 07, created the position of City Manager to enable the City to select and hire a trained, experienced professional in the role of City Manager to be the Chief Executive Officer of the City.
2. The City is in the process of transitioning to the City Manager form of government as specified in Local Law No. 2022 – 07 including, without limitation, conducting a search for the City’s first City Manager to take office effective January 1, 2024.
3. Common Council deems it necessary and desirable, to facilitate the search for a City Manager and further define the role of City Manager, to delineate the City Manager’s duties, authority, and the applicable appointment and removal procedures for the position.

**Section 2. Charter Amendments.**

This Section 2 amends only the following provisions of the City of Ithaca Charter, with the remainder of the provisions unchanged.

*(a) The following provision is added to the Ithaca City Charter, to be numbered as Section C-12 and titled "City Manager," with all subsequent provisions to be renumbered accordingly.*

§ C-12 City Manager

A. Selection and Qualifications.

- (1) The Common Council shall appoint a City Manager by a two-thirds vote of its entire membership. The City manager shall be a public officer appointed based solely on executive and administrative qualifications, relevant education, and training and experience in public administration. If not already a resident of Tompkins County, New York (the "County"), the City Manager shall establish residency in the County within four (4) months of appointment. No member of the Common Council or Mayor shall be appointed City Manager during the term for which that person was elected or within two years after expiration of that person's term.
  
- (2) The City Manager may be employed by the City pursuant to a written employment agreement upon such terms and conditions as the Common Council may agree. The duration of such an employment agreement shall not exceed five (5) years. Subject to the procedures set forth in this Charter concerning removal of the City Manager, any employment agreement with a City Manager shall preserve the Common Council's right to terminate the employment of a City Manager at its pleasure; provided that, such a contract may specify reasonable severance compensation and benefits to be paid and/or provided to a City Manager whose employment is terminated other than for misconduct or cause. Any provision of severance compensation or benefits to a City Manager pursuant to an employment agreement shall, as a condition to receipt thereof, require the City Manager to execute a general release of all claims and liabilities of the City and its employees, officers, and agents, to the City Manager to the maximum extent allowed by law. Such a general release shall be in form and substance satisfactory to the Common Council. No employment agreement for a City Manager shall be deemed, due to the provision of reasonable severance compensation and benefits, to bind any future Common Council, nor shall severance compensation or benefits, if paid or payable, be deemed a gift of public funds.

B. Duties and Authority of the City Manager.

- (1) The City Manager shall be the Chief Executive and Administrative Officer of the City. The City Manager shall be responsible to the Common Council for the administration of all City affairs under the City Manager's jurisdiction and control or placed in the City Manager's charge by or under this Charter or other provisions of law. The City Manager shall have all incidental powers

and duties conferred upon the chief executive and administrative officer of the City by all general laws of the State of New York except as otherwise provided in this Charter.

(2) The City Manager shall have the following duties and authority:

- a. To take care that within the City the laws of this state and the local laws and ordinances passed by the Common Council shall be faithfully executed.
- b. To attend all meetings of the Common Council. The City Manager may participate in any discussion and make recommendations but shall not have the right to vote.
- c. To appoint the officers, department heads, and deputies specified in this Charter or the local laws, ordinances, and resolutions of the Common Council including, without limitation, a Deputy City Manager for Public Safety. Where stated, such appointments shall be subject to the approval of the Common Council.
- d. To, during the absence of any appointive officer or department head under the City Manager's supervision, assume the duties of such department head or officer, or designate another person to perform the duties of such person(s) on an acting basis.
- e. To prescribe the duties and fix the compensation of all officers appointed by the City Manager and of all employees of the City not otherwise provided for by this Charter.
- f. To exercise constant supervision over the conduct of all subordinate officers, to receive and investigate all complaints against them for misconduct or neglect of duty, and to hold hearings and take disciplinary actions against subordinate officers including suspending them from or terminating their employment, subject to the approval of Common Council where required.
- g. To recommend, in writing, to the Common Council, such measures as the City Manager shall deem necessary or expedient for it to adopt.
- h. To execute all contracts, deeds or leases, permits, and licenses that the City Manager may be authorized to issue.
- i. To oversee collective bargaining negotiations, grievances pursuant to collective bargaining agreements, and arbitration proceedings with organized employee organizations representing employees of the City.

- j. To know, either in person or by the aid of a competent expert, the manner in which the accounts of the City and the various boards of the City are kept, to exercise general supervision thereof; to require the submission of the statements provided for by this Charter and such additional statements as the City Manager may deem necessary and to cause the annual financial statements to be published; to make recommendations for the consideration of any said boards; and to make such investigations and reports in regard to the work and transactions thereof, and of any department or function of the City, as the City Manager may deem necessary or advisable for the information of the inhabitants of the City or otherwise.
- k. To at any time examine the books, vouchers, and papers of any officer or employee of the City and to summon and examine, under oath, any person connected therewith.
- l. To obtain estimates of revenue and expenditures from all departments, offices, and agencies, and prepare, submit, and execute an annual budget that reflects effective, efficient, and economical management of municipal funds.
- m. To keep the Common Council fully advised as to the financial condition and future needs of the City, and to submit to the Council within two (2) months after the close of each fiscal year a complete report on the finances and administrative activities of the City.
- n. To make such other reports as the Council may require concerning the operations of City departments, offices, and agencies subject to his direction and supervision.
- o. To chair the Capital Projects Review Committee.
- p. To perform all other duties and possess all powers as may be required by law or conferred or imposed on the City Manager by the City of Ithaca Common Council.

#### C. Removal.

Notwithstanding whether the City Manager is appointed pursuant to a written employment agreement or otherwise, and without any requirement that cause, or misconduct, be demonstrated, the Common Council may remove the City Manager from office in accordance with the following procedures:

- (1) The Council shall adopt by affirmative vote of two-thirds of its members a preliminary resolution for removal, which must state the reasons for removal,

and which may suspend the City Manager from duty for a period not to exceed thirty (30) days. Such suspension shall not deprive the City Manager of salary for such period, but no reimbursable expenses may be charged to the City or to a City department by the suspended City Manager for expenses incurred during the period of the suspension. A copy of the resolution shall be delivered to or served upon the City Manager personally within five (5) days after its adoption. A preliminary resolution for removal may also be served upon the City Manager by forwarding a copy of the resolution to the City Manager by Express Mail or overnight courier service to the City Manager's last known physical address.

(2) The City Manager, within five (5) days of the personal service or six (6) days after deposit of the resolution with Express Mail or overnight courier service within the time limit for overnight delivery, shall have the right to file a written request with the Common Council for an opportunity to be heard at a public meeting thereof concerning the removal. A written request for a public hearing must be received within the designated time by personal delivery, mail, or overnight courier at the Office of the City Clerk. If the City Manager requests a hearing, the opportunity to be heard shall be afforded at a regular or special meeting of the Council to be held within fifteen (15) days of the Council's receipt of such request. The Council may adopt a final resolution of removal, which may be made effective immediately, by affirmative vote of two thirds of all its members at any time after the City Manager is afforded the opportunity to be heard at a Council meeting or, if no opportunity to be heard is timely requested, after five (5) days from the date when a copy of the preliminary resolution was served upon the City Manager by personal delivery, or six (6) days after it was timely dispatched to him by Express Mail or overnight courier.

(3) The City Manager's salary and benefits shall continue until the effective date of the final resolution of removal, or for such additional period as may be required pursuant to the terms of the City Manager's employment agreement, if any.

(4) The action of the Common Council in suspending or removing the City Manager shall be final and binding.

D. Acting City Manager.

(1) The City Manager shall, within sixty (60) days of appointment, file a signed letter with the City Clerk designating any appointed officer of the City to act as City Manager during the temporary absence or disability of the City Manager (referred to as the "Acting City Manager"). The City Manager may amend this designation at any time by a subsequent written and signed filing with the City Clerk. In the absence of a designation by the City Manager, the Council may

make such designation. The Common Council may also, by majority vote at a regular or special meeting, revoke the City Manager's designation and appoint its own designee as Acting City Manager pending the City Manager's return. The person so designated, during the continuance of such absence or disability, shall perform all the duties and have all the powers of the City Manager; provided that, the Acting City Manager shall not be authorized to make appointments or to remove City officers from their positions during the Acting City Manager's first thirty (30) days of service in such capacity, unless authorized by the Common Council.

(2) If a vacancy occurs in the office of City Manager due to death, resignation or otherwise, the Common Council shall immediately commence the process for selecting a new City Manager. The Acting City Manager, to the extent not already serving as such, shall serve (or continue) in the position of Acting City Manager until a new City Manager is appointed; provided, however, that a person or persons designated as Acting City Manager may not serve more than an aggregate of six (6) months unless the Common Council, by resolution, certifies the necessity for continuation of the services of an Acting City Manager in such capacity, and sets forth the reasons why a new City Manager has not been appointed. Upon the adoption of such resolution an Acting City Manager may continue to serve for no more than an additional six (6) months unless further extended by the process set forth herein.

(3) Elected officers of the City shall not be eligible to serve as Acting City Manager.

#### E. Non-Interference.

Neither the Council nor any of its committees or members shall direct or request the appointment of any person to, or his removal from, office or employment by the City Manager or any of the City Manager's subordinates. Except for the purpose of inquiry, the Council, and its members (including the Mayor), shall deal with that portion of the administrative service for which the City Manager is responsible solely through the City Manager, and neither the Council nor any member thereof (including the Mayor) shall give orders to any subordinate of the City, either publicly or privately.

## **2.B - TEMPLATE EMPLOYMENT AGREEMENT**

**THIS AGREEMENT**, is made and entered into this \_\_\_ day of \_\_\_\_\_, 202\_, by and between the **CITY OF ITHACA**, 108 East Green Street, Ithaca, New York, a municipal corporation organized and validly existing under the laws of the State of New York (the “City”) and \_\_\_\_\_, residing at \_\_\_\_\_.

### **WITNESSETH:**

**WHEREAS**, the City, acting by its Common Council (the “Council”), desires to appoint \_\_\_\_\_ as City Manager of the City (the “City Manager”) in accordance with applicable provisions of the City Charter and Code; and

**WHEREAS**, the City Manager has all qualifications necessary and desirable to serve as City Manager and desires to accept the appointment; and

**WHEREAS**, the Council desires to establish and memorialize the City Manager’s terms and conditions of employment; and

**WHEREAS**, Section C-12(A)(2) of the City Charter<sup>1</sup> authorizes the Council to enter into this Agreement on the terms set forth herein;

**NOW, THEREFORE**, the parties agree as follows:

#### **1. Appointment and Term.**

The City hereby appoints the City Manager to serve as City Manager of the City and the City Manager accepts the appointment. This appointment shall be effective on January 1, 2024, and continue until December 31, 2028, unless sooner terminated for any of the reasons set forth in Section 6 below. The period of the City Manager’s employment is referred to as the “Term.”

#### **2. Duties.**

a. The City Manager shall, throughout the Term, faithfully and diligently serve as the Chief Executive and Administrative Officer of the City having the duties and authority of the City Manager set forth in the City Charter and Code, the position description for City Manager adopted by Council, and all other policies, procedures, and practices of the City as the same may be amended periodically. The City Manager shall perform other legally permissible duties and functions as the Council may periodically assign. If additional duties and functions are assigned, they shall be in character and consistent with the City Manager’s role as Chief Executive and Administrative Officer of the City.

b. The City Manager shall devote substantially all the City Manager’s business time and attention, along with City Manager’s best efforts, and all of City Manager’s skill and ability

---

<sup>1</sup> Reference is to draft provision recommended for addition to Charter.



to performing the duties of the City Manager and promoting the interests of the City. The foregoing notwithstanding, the City Manager may engage in civic and charitable activities of the City Manager's choice, provided such activities do not present a conflict of interest with the City or interfere with the City Manager's performance of duties.

c. The parties recognize that the City Manager will devote time outside the normal forty (40) office hours to the business of the City and to that end the City Manager shall be allowed to establish an appropriate work schedule. There shall be no additional compensation and the City Manager shall not be entitled to compensatory time for services exceeding forty (40) hours in a week.

d. The City Manager shall perform City Manager's duties in conformance with all requirements of federal, state, and local law and regulations, and City policies, all as periodically amended. The foregoing includes, without limitation, the City's policies prohibiting unlawful discrimination and harassment and its Codes of Conduct and Ethics.

### **3. Residency.**

The City Manager shall establish principal residency within Tompkins County, New York, (the "County") within one hundred and eighty (180) days of the date of appointment. The Council may by resolution extend the time for the City Manager to establish residency within the County,<sup>2</sup> but only for a period or periods aggregating to six (6) months following the date of appointment.

### **4. Compensation and Benefits.**

a. The City Manager shall receive a salary of \$[x] per year paid in accordance with the City's regular payroll practices applicable to managerial employees.<sup>3</sup> The Common Council shall review the City Manager's compensation on an annual basis, in advance of the adoption of its budget. The City shall not reduce the City Manager's compensation during the Term without the City Manager's consent, unless such a reduction is on the same percentage basis as any across-the-board reduction adopted by the Common Council for managerial employees due to fiscal emergency.

b. The City Manager shall receive the fringe benefits package, including paid leave time (sick, vacation, and holidays), participation in the New York State Employees' Pension

---

<sup>2</sup> Residency requirements vary across the state. However, city manager agreements do not uniformly require in-city residency. The City of Rye requires residency in Westchester County, and Long Beach requires residency within Nassau County or fifteen (15) miles of the City.

<sup>3</sup> Examples:

- Auburn: \$150,000 starting in 2020, plus 2% annually.
- Beacon: \$129,000 starting in 2021, increases as granted to management.
- Long Beach: \$203,000 plus supplemental retirement benefit bringing package to ~\$220,000.
- Rye: \$215,000, reviewed annually.
- Cartersville, GA: \$ 178,000.
- Poway, CA: \$230,000.

System (with a mandatory contribution of 6% of salary), eligibility for medical insurance coverage, and eligibility to participate in optional benefits programs on the same basis and subject to the same limitations as extended to managerial employees of the City generally.

## **5. Expenses.**

The City Manager shall be entitled to reimbursement of reasonable business expenses incurred in connection with the City Manager's performance of duties in accordance with the expense reimbursement policies generally applicable to managerial employees of the City. In addition to the foregoing, the City shall budget for and pay for dues and subscriptions for the City Manager's participation in: (a) professional associations; and (b) conferences, meetings, and seminars of professional organizations; in either case, subject to the Common Council's reasoned discretion as to the extent reasonable for professional development supportive of the City Manager's performance of duties for the City.<sup>4</sup>

## **6. Termination.**

The Term of this Agreement shall end, and the employment relationship contemplated hereby shall terminate on December 31, 2025, without any further action on the City's part, unless a written extension of this Agreement, or a successor to this Agreement, shall have been approved and executed by that date. The City need not follow the procedures for removal for the City Manager's employment to end upon expiration of the Term.

The City Manager's continued employment shall always be at the Council's pleasure, subject to applicable law; provided that, except in the case of expiration described above, or as specified elsewhere in this Agreement, removal of the City Manager may only occur after the procedures set forth in City Charter Section C-12 for removal have been followed. The Term shall end prior to December 31, 2025 upon completion of the removal process and passage of a Final Resolution of Removal pursuant to City Charter Section C-12. The obligations of the parties in connection with removal of the City Manager are set forth below:

a. The Council may remove the City Manager at its discretion, referred to as a "Discretionary Removal". A Discretionary Removal is a removal for any reason other than for any of the reasons set forth in subsections "b" through "f" below. In the event of a Discretionary Removal, the City Manager shall receive the following, referred to as the "Severance":

i. An amount equal to six (6) months<sup>5</sup> of the City Manager's salary in effect immediately prior to the Final Resolution of Removal, due in a single lump sum within

---

<sup>4</sup> Some agreements explicitly list allowed professional development expenses.

<sup>5</sup> Rye: 3 months' salary. Auburn, Long Beach: 6 months. ICMA (International City and County Managers' Association) recommended 1 year as of 2012.

thirty (30) days of the effective date of the "Separation Agreement and General Release" referred to below.

ii. If the City Manager elects continued health and/or dental insurance coverages for the City Manager and/or any of the City Manager's eligible dependents under the federal and state laws commonly known as COBRA, the City shall, for a period of six (6) months following the Final Resolution of Removal, pay the premiums due for such coverage less the amount of the City Manager's regular employee contribution. These payments will only be made following the effective date of the "Separation Agreement and General Release". Any premiums due prior to the effective date of the Separation Agreement and General Release are the City Manager's responsibility, but the City will reimburse these amounts (other than the regular employee contribution) with the payment made pursuant to subsection "i" above following effectiveness of the Separation Agreement and General Release.

iii. The references to six (6) months in subsections "i" and "ii" above shall be reduced if a Discretionary Termination occurs when fewer than six (6) months remain prior to expiration of the Term. In such a case, the Severance shall consist of payment of the City Manager's salary for that number of months (including any partial month) remaining in the Term and payment of COBRA premiums (if the City Manager elects coverage) for a like period.

In addition to the Severance (and without regard to whether the Separation Agreement and Release becomes effective), the City Manager shall receive all amounts due upon separation from employment under the City's regular policies applicable to managerial employees and as required by law.

Provision of the Severance is specifically conditioned upon the execution and non-revocation by the City Manager of a Separation Agreement and General Release,<sup>6</sup> pursuant to which the City Manager shall release and forever discharge the City, its Common Councilors, and each of its other elected and appointed officials, employees, and agents, from all claims and liabilities arising from the employment relationship other than claims for vested benefits, required indemnification, and other matters that may not be released as a matter of law. The Separation Agreement and General Release shall be in form and substance satisfactory to the Council. A template for the Separation Agreement and General Release is attached hereto as Exhibit A.

b. The Council may remove the City Manager for "Cause". For purposes of this Agreement, Cause shall mean:

i. Engaging in any of the following types of conduct, after written notice from the Council and a reasonable opportunity of at least thirty (30) days to cure the deficiency, but only if the deficiency is curable, as reasonably determined by the Council:

---

<sup>6</sup> The International City and County Managers Association ("ICMA") recommends that the municipality obtain a release from a departing city manager in exchange for severance pay.

- A. Failure to fulfill the City Manager's duties as required by this Agreement, the City Charter and Code, and the City's policies and procedures;
  - B. Incompetence or inefficiency in the performance of the City Manager's duties as documented in written communications from the Council;
  - C. Insubordination or material failure to comply with lawful written Council directives;
  - D. Material failure to comply with federal, state, or local laws applicable to the City Manager's performance of duties;
  - E. Habitual, willful neglect of duties;
  - F. Habitual impairment by alcohol or drugs, hallucinogens, or other substances at times and in a manner that interferes with the performance of the City Manager's duties for the City;
  - G. Intentional misrepresentation of material facts to the Council or other City officials in the conduct of the City's business; or
  - H. Material violation of City policies including, without limitation, its Code of Ethics, Code of Employee Conduct, Gifting and Solicitation Policies, and the City's policies prohibiting unlawful discrimination and/or harassment including, without limitation, sexual harassment.
- ii. Conviction of any felony, or any other criminal act of fraud, corruption, or dishonesty, or incarceration pending trial of any such matter for a period or periods that materially interfere with the City Manager's performance of duties for the City.
  - iii. Any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any duty or obligation required to be performed by City Manager under this Agreement or pursuant to federal, state, or local law, including the City Charter and Code.
  - iv. Any misconduct of the City Manager involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual, serious violations of the New York Vehicle and Traffic Law resulting in suspension or revocation of the City Manager's driver's license, whether related to the performance of the City Manager's duties to the City or not.
  - v. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by the City Manager of public or other funds or

other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the City Manager in the City Manager's official capacity.

In the event of the City Manager's removal for Cause, the City Manager shall receive payment of the City Manager's salary through the date of the Final Resolution of Removal, and only such additional amounts or benefits as are required to be provided pursuant to applicable law or City policies.

c. The City Manager may voluntarily resign prior to expiration of the Term, after first giving the Council at least ninety (90) days' notice of resignation, or such lesser amount of notice as may be required due to medical necessity or as otherwise agreed upon between the City Manager and the Council. If the City Manager voluntarily resigns, the City Manager shall receive payment of the City Manager's salary through the City Manager's last day of employment, and only such additional amounts or benefits as are required to be provided pursuant to applicable law or City policies. The foregoing notwithstanding, if the City Manager fails to provide the required notice of resignation, any payments due and owing to the City Manager for the cash value of any accrued leave time as provided by City policy will be forfeited and not paid.

d. The Council may remove the City Manager for "Disability". For purposes of this Agreement, Disability shall mean the City Manager's material and substantial inability to perform the essential duties of the position of City Manager because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond any accrued sick leave, or a like number of working days within a three (3) month period. The City shall have the right to require the City Manager to attend for examination by a medical expert or experts of the City's choosing to determine the existence, extent, and prognosis of any Disability. In the event of the City Manager's removal for Disability, the City Manager shall receive payment of the City Manager's salary through the date of the Final Resolution of Removal, and only such additional amounts or benefits as are required to be provided pursuant to applicable law or City policies.

e. The Term shall automatically end upon the City Manager's death. In the event the City Manager dies while employed by the City, the City shall pay the City Manager's estate or designated beneficiary the City Manager's salary owed, if any, through the date of the City Manager's death, and such additional amounts or benefits as are required to be provided pursuant to applicable laws or City policies.

## **7. Performance Evaluations.**

a. The City Manager's performance evaluations in accordance with this provision shall be conducted by an executive committee of the Council. The executive committee shall be appointed and chaired by the Mayor.

b. The Council will exercise its reasonable best efforts to provide the City Manager with at least one interim performance evaluation and one final performance evaluation for each year of the Term. Additional evaluation dates may be added by the Council by majority vote to reassess goals and deliverables based on changing priorities. In consideration of the likelihood of conflicting and emergent demands on Council's time, it shall not be a breach of this Agreement if Council fails to provide interim or final performance evaluations on a timely basis, or at all.

c. The City Manager shall provide the Council with proposed performance goals on or prior to February 15 of each year of the Term, for use in the review of the City Manager's performance during the year. The Council shall discuss the proposed goals with the City Manager, including any modifications the Council wishes to make to the proposed goals, and thereafter provide the City Manager with final goals on or about March 1 of each year of the Term, at which time the Council will meet with the City Manager to conduct a goal-setting dialogue regarding the City Manager's goals for the coming year and, if applicable, the City Manager's performance and achievement of the City Manager's performance goals during the prior year. On or about September 1 of each year of the Term, the Council will meet with the City Manager to conduct a review of the City Manager's performance and achievement to date of the City Manager's performance goals during the period of January 1 through August 31 of the year. The Council will provide the City Manager with a final written evaluation for the preceding 12 months of the Term at this time.

d. The Council and its members (including the Mayor) shall not comment negatively on the City Manager's work performance or make allegations of corruption or other unlawful conduct on the City Manager's part, or of the existence of Cause for the City Manager's removal, without first raising such matters privately with the City Manager and providing the City Manager with an opportunity to respond.

e.

#### **8. Insurance Coverage and Indemnification.**

The City shall provide the City Manager with insurance coverage and indemnification against costs (including attorneys' fees) and monetary liabilities incurred by the City Manager due to the City Manager's acts or omissions occurring within the scope of the City Manager's employment, on the same basis, to the same extent, and subject to the same limitations as the insurance coverage and indemnification the City provides to its Common Councilors, Mayor, and Department Heads. The City's insurance and indemnification obligation to the City Manager may only be changed as part of changes generally adopted by the City for its Common Councilors, Mayor, and Department Heads. The requirements of this Section shall survive the expiration or termination of the Term.

#### **9. Protection of Confidential Information.**

The City Manager shall not at any time, during the Term or thereafter, disclose to anyone any information that the City maintains as confidential pursuant to the City's written policies or by operation of law. Examples of such confidential information include, without limitation, employee personnel or medical information absent an authorization or enforceable legal directive to disclose, collective bargaining negotiation strategies or draft proposals, information about unannounced policy initiatives, legally privileged information, or information about transactions for the purchase or sale of real or personal property while in planning or under negotiation. In addition to non-disclosure, the City Manager shall not use such confidential information for the City Manager's own benefit, or for the benefit of third parties. All memoranda, notes, records, or other documents compiled by the City Manager or made available to the City Manager during the Term shall be the property of the City and the City Manager shall deliver them to the City at the end of the Term, or at any other time upon the Council's request.

#### **10. Notices.**

Any notice, request, instruction, or other document to be given hereunder by either party to the other shall be in writing, and delivered personally, sent by Express Mail or reputable overnight courier service, or by certified or registered mail, postage pre-paid, to the address set forth for such party at the head of this Agreement. Notices given by the City Manager shall be directed by the City Manager to the Mayor, with a copy to the City Attorney. Any notice so given shall be deemed received when personally delivered, one (1) day after dispatch of the notice by Express Mail or overnight courier service, or three (3) days after certified or registered mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other parties in the manner herein provided for giving notice.

#### **11. Non-Waiver.**

The failure of either party at any time to require performance by the other party of any provision hereunder shall in no way affect the right of that party thereafter to enforce the same, nor shall it affect any other party's right to enforce the same, or to enforce any of the other provisions in this Agreement; nor shall the waiver by either party of the breach of any provision hereof be taken or held to be a waiver of any subsequent breach of such provision or as a waiver of the provision itself.

#### **12. Assignment.**

This Agreement is a personal services contract and the City Manager's rights and obligations hereunder may not be sold, transferred, assigned, pledged, or hypothecated by the City Manager, except that the City Manager may designate a beneficiary to receive any amounts due upon the City Manager's death during the Term. The foregoing shall not include any delegation of the City Manager's duties and authority to an Acting City Manager during periods of absence by the City Manager as provided for by the City Charter. In the event of any attempted assignment or transfer of rights hereunder by the City Manager contrary to the provisions hereof, the Term and the City Manager's employment hereunder shall automatically terminate without the need for removal by the Council.

**13. Modification.**

No cancellation, change, modification, or amendment of this Agreement shall be effective or binding, unless in writing, duly authorized, and executed by the parties to this Agreement.

**14. Severability.**

In the event any provision of this Agreement is found to be void and unenforceable by an arbitrator engaged pursuant to Section 17 below or a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted.

**15. Governing Law/Venue for Judicial Proceedings.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York and in all respects shall be interpreted, enforced, and governed under the laws of said State, without regard to any conflict of law principles. The parties agree that any legal action or proceeding relating to the terms of this Agreement or the enforcement thereof shall be brought solely in the New York State courts sitting in Tompkins County, New York, without regard to future residence of the City Manager. The parties expressly consent to the jurisdiction of such courts. The parties expressly, knowingly, and voluntarily waive their respective rights to bring any such action or proceeding in any other jurisdiction, or to have any such action or proceeding heard before a jury or an advisory jury.

**16. Resolution of Disputes.**

The parties agree they shall first attempt to resolve by good faith negotiation any controversy, dispute or claim arising out of or relating to the City Manager's appointment; removal; any other matter arising out of or relating to the City Manager's employment with the City; and any claim alleging any breach of this Agreement (collectively, "Claim(s)"). If the Claim(s) cannot be settled through negotiation, either party may seek relief from a court of competent jurisdiction in accordance with Section 15.

**17. Entire Agreement.**

The City Manager acknowledges and agrees that this Agreement sets forth the entire agreement between the City Manager and the City and supersedes all prior or contemporaneous agreements, conversations, discussions and/or negotiations among the parties regarding the City Manager's appointment and the terms of the City Manager's employment with the City. The City Manager also represents and agrees that neither the City nor any of its elected or appointed representatives, agents, or attorneys, including without limitation, the Mayor or any member of the Council, have made any representations concerning the terms and effects of this Agreement other than those specifically contained herein.



**18. Representation by Counsel/Understanding of Agreement.**

The City Manager represents that the City Manager has had a full opportunity to consult with legal counsel or other experts or advisors of the City Manager's choosing before executing this Agreement, that the City Manager is satisfied with the advice received, and that the City Manager has read this Agreement carefully and fully understands its contents. The language of all parts of this Agreement shall, accordingly, be construed as a whole, according to their fair meaning, and not strictly for or against either party, regardless of who drafted them.

**19. Counterparts.**

The parties may execute this Agreement in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

**20. Section Titles and Headings.**

Any section titles and headings included herein are provided solely for reference purposes, and do not form any portion of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement and Release on the dates set forth below.

**CITY MANAGER**

\_\_\_\_\_  
[Name]

Dated: \_\_\_\_\_

**CITY OF ITHACA, BY ITS COMMON  
COUNCIL, ACTING THROUGH THE  
MAYOR OF THE CITY OF ITHACA**

By: \_\_\_\_\_  
[Name], Mayor

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Printed Name & Date

### **3.A - Resolution for the City Manager Search Team composition**

WHEREAS, a search will be conducted for the first Ithaca City Manager over the next three months with the selected candidate start date of January 1, 2024, and

WHEREAS, Common Council has retained Dr. Ian Coyle to oversee the recruitment and initial screening of qualified applicants, and

WHEREAS, finalists will meet with the full Council, which has the final hiring authority, and key stakeholders, now, therefore be it

RESOLVED, That Common Council appoints a four-member Executive Search Team comprised of the two committee chairs (Alderpersons Gearhart and Cantelmo), the WDAC liaison (Aldersperson Brown), and Aldersperson Fleming based on research she conducted previously, and it is further

RESOLVED, that the Executive Search Team will provide updates to the full Council in executive session, and it is further

RESOLVED, that four city department heads will serve on the Search Team, including Rob Covert (IFD), Schelley Michell-Nunn (HR Director and search committee chair), Lisa Nicholas (Planning and Development), and Mike Thorne (DPW).

#### **4 - A Local Law entitled “Clarification of Capital Program Committee Leadership”**

WHEREAS, effective January 1, 2024, Local Law No. 7 of 2022 will take effect, ushering in a Council-Manager form of government for the City; and

WHEREAS, Local Law No. 7 of 2022 requires one administrative clarification; now, therefore

#### **Local Law No. 2023 -**

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

#### **Section 1. Legislative findings, intent, and purpose.**

The Common Council makes the following findings:

1. Local Law No. 7 of 2022 was unequivocal in designating the City Manager as the City official who, with the assistance of the City Controller, proposes a capital budget to the Common Council each year.
2. The legislative intent behind Local Law No. 7 of 2022 was clear in designating the City Manager as the Chairperson of the Capital Program Committee.
3. Said legislative intent is explicitly reflected in a memo to the Common Council from the City Governance Structure Working Group, included as the leading item in the September 29, 2021 agenda packet for a Special Meeting of Council to discuss the City Manager Form of Government Proposal, and included again in the November 3, 2021 Common Council agenda at which the local law was in fact adopted. The memo was entitled “Executive Summary and FAQ for City Manager Proposal”.
4. Said legislative intent is further reflected in the seven provisions included Local Law No. 7 of 2022 that did in fact place the City Manager in charge of the capital budget process and specifically named the City Manager as the chairperson of the Capital Program Committee.
5. Despite this clarity, one sub-section of the pre-existing Code was inadvertently omitted from the numerous authorities of the Mayor that were deleted from the Code—effective January 1, 2024—by Local Law No. 7 of 2022.
6. The capital budget development process will operate most effectively with the City Manager chairing the committee whose work in turn informs the capital budget that the City Manager is tasked with proposing to the Common Council.

Based upon the above findings, the intent and purpose of this Local Law is to clarify one sub-section of the City Code, effective January 1, 2024.

**Section 2. Amendment to the City Code -** Effective January 1, 2024, this Section 2 hereby deletes sub-section 4-1(T) of the current City of Ithaca Municipal Code, as previously redesignated to be sub-section 4-1(H) of said Code by Section 3(a) of Local Law No. 7 of 2022, containing an effective date of January 1, 2024, with the remainder of the provisions of that Local Law remaining unchanged and effective per their terms,

except that this Section 2 shall be effectuated so as to relabel subsections 4-1(I) and (J) as designated in Local Law No. 7 of 2022 to instead be labeled 4-1(H) and (I), respectively.

**Section 4. Severability clause.**

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

**Section 5. Effective date.**

This Local Law shall take effect on January 1, 2024, and after filing in the office of the Secretary of State.



## MEMORANDUM

Date: September 24, 2021

From: City Governance Structure Working Group

Aaron Lavine, City Attorney

Schellely Michell-Nunn, Director of Human Resources

Dan Cogan, Former Chief-of-Staff

Donna Fleming, Rob Gearhart, Deb Mohlenhoff, Seph Murtagh – Common Council

RE: Executive Summary and FAQ for City Manager Proposal

On January 6 Mayor Myrick announced a task force to “Take on a deep dive reforming our elected officials, starting with the Mayor” because “We need a change, either moving in the direction of a City Manager, or some equally profound reform in the executive branch.”

The Mayor addressed the [City Administration meeting](#) on January 27 and noted some known problems in the current structure:

- The current structure is an odd blend of traditional “weak mayor” and “strong mayor” systems insofar as the Mayor supervises people that he does not have the authority to terminate
- The Mayor’s salary is not commensurate with the number of direct reports and responsibilities assigned to the mayor under our current structure

He concluded that “this might be the year to take a deep dive in to see if we can fix this.” At this meeting the composition of the task force was announced.

### **Timeline and Work Performed**

The task force began meeting via Zoom soon after and met almost every week. The following is an outline of our conversations, work, and progress:

January and February – discussion of current government structure and alternative models; sharing and review of material from the [International City Management Association](#), the 2011 report from the [Novak Consulting Group](#), a [2011 article in the Ithaca Times](#), and a 2001 study by students in Cornell’s Institute for Public Affairs  
March 5- the group had a conversation with Jason Molino, then the Tompkins County Administrator and formerly the City Manager of the City of Batavia NY.

April - Dan talked with representatives of the [International City Management Association](#) and shared a [model city charter](#) recommended by them

April 28 – Deb Mohlenhoff presented the proposal for discussion at the [City Administration meeting](#)

May 11 – Donna talked with Leslyn McBean Clairborne, current Chair of the Tompkins County Legislature and also a City employee and City resident

June 14 – committee discussed Ari’s first draft of local law at our only in-person meeting!

June 30 – Donna talked with Martha Robertson, former Chair of the Tompkins County Legislature

June & July – Donna interviewed the Mayors of Elmira, Watertown, Corning, Newburgh, and Auburn and the City Council president of Long Beach. All of these cities have professional City Managers.

July 27 – message sent to all Senior Staff summarizing the proposal and asking for comments

August 3 – Dan Cogan and Donna Fleming interviewed Alan Cohen, Mayor of Ithaca from 1996 to 2003 and now Assistant County Administrator of Broward County FL

August 3 – Donna interviewed Carolyn Peterson, Mayor of Ithaca from 2004 to 2011

August 17 – Deb Mohlenhoff presented our recommendation at the Senior Staff Meeting

August 25 – Draft local law was discussed at [City Administration](#) meeting

August – Donna contacted most Department Heads to review the proposal and ask for feedback

### **SUMMARY OF RECOMMENDATIONS**

According to our current charter, the elected Mayor is responsible for managing the operations of the City, leading Common Council meetings, appointing volunteers, and serving as the City’s political and ceremonial figurehead. This is too much responsibility for one person, and an organization of our size requires a professional manager.

We recommend that the City of Ithaca adopt the Council-Manager form of government, which is used by the majority of cities in the US of similar size. In this structure, the Common Council will hire a professional City Manager to oversee the operations of the City, supervise department heads, manage the budget, and implement policies. A part-time Mayor will be elected at-large by voters in the City. The Mayor will lead Common Council meetings, advocate for new policies, appoint committees, boards, and task forces, and serve in a ceremonial role in public celebrations as well as during crises. The Mayor will be a voting member of Common Council.

We recommend that the plan be fully implemented in January 2024 to coincide with the beginning of the next Mayoral term.

### **DECISIONS TO BE MADE BY COUNCIL PRIOR TO REFERENDUM**

There are some open questions:

- 1) Will the City Attorney be hired and evaluated and possibly terminated by the City Manager or the Common Council? Both models work in other cities
- 2) Will the Mayor, the City Manager, or a volunteer serve as Chair of the Board of Public Works?

## **QUESTIONS ABOUT MANAGER-COUNCIL FORM OF GOVERNMENT**

### **Why have an appointed City Manager to manage city operations instead of an elected Mayor?**

A full-time City Manager would have the education, credentials, and experience required to administer the City's operations. The City Manager would have expertise in managing departments and preparing budgets. A professional manager who understands how to motivate and evaluate staff would make the City more responsive to the citizens and would better enable us to hire and retain highly qualified people.

An elected Mayor may or may not know how to manage a complex organization or even be interested in overseeing day-to-day operations of the City. Mayors are elected based on their ideas and visions rather than their administrative skills. This system would separate roles and allow the best qualified person to fill each role.

### **How is this system better than the current structure, in which we have an elected Mayor and a Chief of Staff?**

Ithaca's mayor is expected to be the chief executive officer of the City as well as the legislative, political, and ceremonial leader. There are too many responsibilities for one person and they demand different kinds of talents. The Chief of Staff is hired by and reports to the Mayor but any authority that the Chief of Staff has, such as supervising department heads, is delegated by the Mayor, which creates confusion about who has true authority to make decisions. An appointed City Manager is politically neutral and will ensure that the policies created by Common Council and the Mayor are implemented. With a City Manager, the consistency, quality, and continuity of the city's operations will be independent of the election cycle.

Every mayor of Ithaca for the past twenty years has advocated for a significant change in the structure of city government, as the current system cannot provide the citizens of Ithaca the level of service they want and deserve.

### **Does this system weaken the power of the voters?**

To the contrary; this will strengthen the power of voters, as it further empowers all members of Common Council, who will have direct oversight over and the power to dismiss the City Manager. Currently the Chief Executive is held accountable by voters only once every four years, and then only if there is a viable challenger running for Mayor.

Voters will continue to choose the Mayor, who in the new system will be a full voting member of Common Council; currently the Mayor only votes when there is tie. The Mayor and Council will still be responsible for making laws, setting direction and policy, and determining the financial priorities for the City, which the City Manager will be obligated to follow.

### **Will this cost the taxpayers more money?**

With salary and benefits the Mayor, the Mayor's executive assistant, and the Chief of Staff cost the City approximately \$213,000 in a total City budget is \$80M. Under the new structure, the full-time City Manager will earn a bit more than the Chief of Staff and the Mayor will likely earn slightly less than the current Mayor. With a full-time executive assistant to the City Manager the total cost would be approximately the same. And because the City Manager is a professional manager, the City will become more efficient in its operations in the long run.

For comparison, note that Tompkins County pays an Administrator, two deputy administrators, and an executive assistant \$655,500 per year to oversee its budget of approximately \$190M, and 750 employees in 31 departments serving 105,000 residents.

### **How will the role of the Mayor be different from the current role?**



The chart below summarizes the Mayor’s primary duties under the current code and charter and how they will change in the new system.

Current Mayor’s primary duties according to the current charter	Who does this in the new structure?
Lead the development of policy	Mayor
Appoint boards and committees	Mayor
Preside over Common Council meetings	Mayor
Serve as Chief Executive Officer of the City	City Manager
Supervise department heads	City Manager
Negotiate with labor unions	City Manager
Develop and present annual budget	City Manager
Chair the capital budget committee	City Manager
Represent the City to other levels of government	Shared responsibility between City Manager and Mayor
Make an annual “State of the City” address about accomplishments and goals	Mayor
Serve as ceremonial leader of the City: attend ribbon cuttings, address the public in times of crisis; represent the City in celebrations	Mayor

**How common is the City Manager role?**

According to the International City/Council Management Association: “More than 120 million people in the USA live in municipalities that operate under the council-manager form. Fifty-four percent of the more than 4,300 US municipalities with populations of 10,000 or more use the form, as do 59% of the 347 municipalities with populations greater than 100,000. More than 800 counties also employ a similar system.” The practice of hiring professional managers became a popular element of reform agendas during the Progressive Era in the early 20<sup>th</sup> Century as a means to stop corruption, favoritism, and nepotism and to promote efficiency within local governments.

In interviews with Mayors of six cities in New York with this form of government, we heard very positive comments about their experiences.

Tompkins County has basically had a County Manager form of government since 1970, though they refer to their chief executive as the County Administrator. This system has served the citizens of Tompkins County very well for over 50 years.

**How will the City Manager be evaluated?**

Common Council will develop a procedure based on best practices for reviewing the City Manager annually. As the elected leader who will work most closely with the City Manager the Mayor will play a key role in these annual evaluations.

**How will the City Manager be removed?**

The City Manager will serve at the pleasure of Common Council or may have a contract with a 4 to 5 year term with a clause allowing Common Council to terminate the contract early.

**Will there be a Deputy or Assistant City Manager?**

It would certainly be necessary to have a designated deputy to serve as City Manager during vacations, incapacitation, or in the event of the City Manager's termination or resignation. For an organization the size of the City of Ithaca, it is reasonable to have a deputy City Manager, appointed by the City Manager with the approval of Common Council, to assist in managing the city.

**How will this change happen?**

Common Council will vote on legislation to change the City Charter in 2021. In November 2022 the voters will vote on a referendum. If the change is approved, the search for a manager would begin in 2023, with the goal of having our first City Manager in office on 1 January 2024, aligning with the beginning of the next Mayoral term.

**What further planning is needed prior to full implementation?**

Before finalizing the job description for the City Manager and hiring a person, we need to decide:

- Whether there should be a residency requirement for the City Manager
- How flexible we should be with the required mix of education and experience and [credentials](#) in candidates for the City Manager position
- How we prepare for and manage the transition so that Alderpersons, including the newly-elected Mayor, understand roles and relationships
- Similarly, how to ensure that Department Heads and Senior Staff are prepared for a new form of management
- The annual compensation for the full-time City Manager and the part-time Mayor
- The term of the City Manager's contract

<b>POWERS OF THE MAYOR</b>	
<b>CURRENT</b>	<b>UNDER COUNCIL-MANAGER GOVERNMENT</b>
Serve as Chief Executive Officer of the City	City Manager
Appoint, evaluate and terminate department heads	City Manager
Appoint City Attorney	*City Manager (with approval of Common Council)
Serve as presiding officer of the Common Council	Mayor
Serve as presiding officer of the Board of Public Works	TBD: Could be Mayor or volunteer Chair as for most Boards and Commissions
Appoint the members of boards and commissions and ad hoc or advisory committees	Mayor
Monitor the effectiveness and performance of City departments	City Manager
Make recommendations to Common Council about changes in departments that would decrease costs or improve service, when Council's authorization is required	City Manager
Prepare an annual budget and, when adopted by the Common Council, monitor compliance with its provisions.	City Manager
Submit procurement policies to Common Council for approval; implement and monitor those policies	City Manager
Negotiate labor contracts and make recommendations to Common Council regarding personnel matters	City Manager
Develop and administer a salary plan for City employees; periodically recommend amendments to the Common Council in order to eliminate inequities, recruiting difficulties and employee turnover	City Manager
Determine what officer or employee shall exercise powers or perform duties not otherwise assigned by Charter, local law or ordinances of the Common Council	City Manager
Represent the City to agencies of the federal, state and county governments and regional authorities for the purpose of obtaining funds or services beneficial to the City.	Mayor and/or City Manager
Represent the City or arrange representation in dealing with private agencies, educational institutions and other bodies which provide funds, services or advice to the city.	Mayor and/or City Manager
Initiate and direct such activities as will improve the economy of the City and its tax base and	Mayor and/or City Manager

cooperate with groups outside the City government having the same purposes.	
Serve as Chairperson of the interdepartmental Capital Program Committee.	City Manager
Address the Common Council annually at its first regular meeting in January and at such other times as he/she deems appropriate with respect to the needs and resources of the city	Mayor
Execute on behalf of the city, when so authorized by the Common Council, all deeds, contracts and other documents to be executed as the acts of the City except as otherwise provided by law.	City Manager
Declare the existence of an emergency	City Manager
When authorized by the Common Council or Board of Public Works, execute all deeds, contracts and other papers as the acts of the City, except as otherwise provided by the Local Finance Law.	City Manager
Administer oaths and take affidavits and acknowledgments.	Mayor
Appoint members of the IURA and be a member of the IURA (according to NYS General Municipal Law)	Mayor

## JOB DESCRIPTION: CITY MANAGER - DRAFT

City of Ithaca, NY

The City of Ithaca, New York has a population of approximately 30,000 and its government comprises 12 departments, over 400 employees, 18 physical facilities, and six bargaining units.

The City Manager will be the chief administrative officer of the City, overseeing the operations and finances of City government and ensuring that federal, state, and municipal laws and policies are implemented in the City and that residents of the City receive a high level of service.

The City Manager leads in incorporating Ithaca's commitment to social and environmental justice, as well as other adopted values, into the operations, policies and practices of city government. The City Manager appoints and supervises Deputies and other staff necessary to perform the duties of the office. The City Manager is appointed by, is directly responsible to, and serves at the pleasure of the Common Council and Mayor of the City of Ithaca.

### SUMMARY OF DUTIES:

The City Manager is responsible for the overall administration of city government. The duties of the office will be to:

- Execute and enforce all resolutions, orders and laws enacted by the City of Ithaca Common Council;
- Delegate the implementation of programs, policies, and initiatives as determined by the Common Council of the City of Ithaca;
- Appoint and remove (subject to consultation with and confirmation by the City of Ithaca Common Council), in conformance with Civil Service law, all department heads;
- Supervise department heads and facilitate collaboration among various departments and agencies to efficiently carry out the directives of Common Council;
- Promote a culture among the city's employees in which customer focus, data-based decision making, team building, and employee involvement are respected;
- Manage collective bargaining and negotiations with organized employee organizations in the City of Ithaca;
- Obtain estimates of revenue and expenditures from all departments, offices and agencies and prepare, submit and execute an annual budget that reflects effective, efficient and economical management of municipal funds;
- Chair the capital projects review committee
- Recommend to Common Council policies and procedures that will build a positive culture and promote economy, efficiency and a high quality of service;
- Apprise Alderpersons and the Mayor of current and emerging issues; anticipate potential problems and bring them to the attention of Common Council
- Supervise the implementation of contracts for services on behalf of the City;
- Provide adequate insurance and surety bond coverage and/or administer adequate insurance reserves to protect the City from all reasonable risks of loss or damage;
- Develop and maintain the City's Administrative Policy Manual defining the operating policies and procedures of the City;
- Serve as final authority for appeals to the Freedom of Information Officer for the City;
- Provide and coordinate staff services to Common Council, and its committees and task forces;
- Oversee special projects of Common Council;
- Perform all other duties and possess all powers as may be conferred or imposed on the City Manager by the City of Ithaca Common Council;

### KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

- Comprehensive knowledge of the practices and procedures of municipal administration and budgeting *[special knowledge of New York State laws preferred?]*
- Strong written communication skills, including report writing, accounting, and public relations;
- Strong oral communication skills, including the ability to analyze complex problems and propose realistic solutions clearly and concisely to staff, legislators, and the public
- Ability to separate technical from policy choices and to define the implications of those choices for Common Council;
- Ability to plan, direct and supervise the work of others while maintaining good working relationships; ability to motivate, coach, and mentor staff as needed
- Tact, integrity, attention to detail, good judgment, and resourcefulness are all required traits;
- Demonstrated commitment to Ithaca's values of diversity, equity, inclusion, and environmental and social justice;
- Proven experience with and commitment to the principles of quality management.

**MINIMUM QUALIFICATIONS:**

- (a) Graduation from an accredited college or university with a Master's Degree in Business or Public Administration or a related field AND eight (8) years of administrative and management experience; OR
- (b) Graduation from an accredited college or university with a Bachelor's Degree in Business or Public Administration or a related field AND ten (10) years of administrative or management experience; OR
- (c) Any combination of education and experience equal to or greater than that described in (a) and (b) above.

**SPECIAL REQUIREMENT:** This position is considered to be a public officer. Pursuant to Article 3 of the NYS Public Officers law, the holder of this position must be at least 18 years old, a United States citizen, a resident of the City of Ithaca, and must not have been convicted of a felony.